

FILED

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
LAW DIVISION

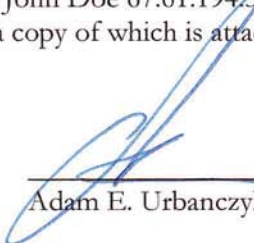
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Arte de Oaxaca,)	CIRCUIT COURT OF COOK COUNTY, ILLINOIS LAW DIVISION
)	
Plaintiff,)	No. 2012-L-9034
)	
v.)	Hon. Judge Lynn Egan
)	
Stacey Mullen,)	
)	
Defendant.)	

To:	Paul Duffy	Erin Russel
	Prenda Law, Inc.	233 S. Wacker Dr. 84th Floor
	2 N. LaSalle St. 13th Floor	Chicago, IL 60606
	Chicago, Illinois 60602	

Notice of Filing of Affidavit in Response to Section B of Counsel for John Doe 67.61.194.30's Motion for TRO, Motion to Vacate, and Motion for Protected Order

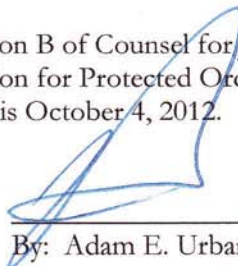
PLEASE TAKE NOTICE that on October 4, 2012 the undersigned caused to be filed the enclosed Affidavit in Response to Section B of Counsel for John Doe 67.61.194.30's Motion for TRO, Motion to Vacate, and Motion for Protected Order, a copy of which is attached and is hereby served upon you.



Adam E. Urbanczyk

Certificate of Service

A true and correct copy of the Affidavit in Response to Section B of Counsel for John Doe 67.61.194.30's Motion for TRO, Motion to Vacate, and Motion for Protected Order has been delivered to the above-identified counsel via standard mail this October 4, 2012.



By: Adam E. Urbanczyk
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
2012 OCT 2 COUNTY DEPARTMENT, LAW DIVISION

Arte de Oaxaca)	
Plaintiff)	
v.)	No. 2012-L-9034
Stacey Mullen)	Hon. Judge Lynn Egan
Defendant)	

Affidavit of Nicole S. Ktenas

The undersigned, Nicole S. Ktenas, being duly sworn, deposes and says:

1. That affiant is an assistant of attorney Adam E. Urbanczyk, counsel for the Defendant Stacey Mullen.
2. That affiant was with Mr. Urbanczyk on October 2, 2012 en route from Detroit, Michigan to Chicago, Illinois.
3. That at approximately 2:00pm EST, Mr. Urbanczyk, in affiant's presence, returned a phone call to an individual who had previously left a brief voicemail with Mr. Urbanczyk's office on October 1, 2012.
4. That over the course of approximately one (1) hour and a handful of dropped and re-connected calls, Mr. Urbanczyk spoke with an individual ("John Doe") who was apparently a recipient of a subpoena notification letter sent by Plaintiff's counsel to John Doe's internet service provider ("ISP"), of the following:
 - a. that Mr. Urbanczyk was counsel for the named defendant in the case, Stacey Mullen, and that, as John Doe could himself see on the documentation sent to him from his ISP, Mr. Urbanczyk signed the Agreed Order authorizing Plaintiff to issue the subpoena;
 - b. that Mr. Urbanczyk explained to John Doe the claims in the case and the recent history of adult film litigation on both state and national levels;
 - c. that being a subpoena notification letter recipient, John Doe had basically three options: (i) attempt to quash the subpoena; (ii) preemptively settle with the Plaintiff; or (iii) simply wait to see how the situation may unfold;
 - d. that a motion to quash, should one be ultimately granted even if it could have been drafted and filed that afternoon (John Doe's ISP's deadline was apparently that day, October 2, 2012), did not reach the claims in the case and that there was nothing preventing the Plaintiff from simply re-involving John Doe's IP address in a subsequent lawsuit;
 - e. that Mr. Urbanczyk's services for motion practice were provided at a traditional retainer/hourly basis, and fees for assistance with negotiating a settlement were provided on a flat fee basis;
 - f. that in response to a specific question by John Doe of apparently "what he should do," Mr. Urbanczyk suggested to John Doe that negotiating a settlement may ultimately be cheaper;
 - g. that considering the tardiness of John Doe's attempt to address the matter, ensuring that his ISP was made aware of any objection to the disclosure of his information would be difficult.
5. That Mr. Urbanczyk explained to John Doe, apparently very anxious about the disclosure of his subscriber information, that despite Mr. Urbanczyk being en route to Chicago, Illinois, he could still attempt to have some notice of settlement provided to John Doe's ISP assuming John Doe would like Mr. Urbanczyk to do so and agreed to the terms of such representation.

6. That, for the purposes of the settlement negotiation, John Doe provided Mr. Urbanczyk an IP address and timestamp associated with John Doe's account as this was how John Doe would be identified to opposing counsel.
7. That Mr. Urbanczyk informed John Doe, in apparent agreement, that Mr. Urbanczyk would be back in touch with John Doe in approximately one (1) hour to provide him an update on the matter.
8. That Mr. Urbanczyk thereafter contacted opposing counsel and successfully caused Plaintiff to issue a redaction letter to John Doe's ISP which prevented the release of his subscriber information.
9. That approximately one (1) hour after Mr. Urbanczyk last spoke with John Doe, Mr. Urbanczyk forwarded a draft settlement agreement and payment authorization form representing proposed terms of settlement with Plaintiff.
10. That Mr. Urbanczyk made repeated attempts to contact John Doe to review the terms of the settlement agreement and the quieted status of the subpoena.

Affiant further sayeth naught.


Nicole S. Ktenas

Sworn to before me this 4 day of October 2012.


Notary Public

