

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

ROBERT H. BRAVER, an individual,

Plaintiff,

v.

AMERIQUEST MORTGAGE
COMPANY, INC. dba AMERIQUEST
MORTGAGE CORPORATION, INC. its
AGENTS, EMPLOYEES, and ASSIGNS;
et al

Defendants.

CASE NO. CIV-04-1013-W

AMERIQUEST MORTGAGE
COMPANY, a Delaware corporation,

Cross-Complainant,

v.

LEAD EXTREME, a Washington
corporation; VISIUM SOLUTIONS
CORPORATION, a Florida corporation;
and PROFESSIONAL EQUITY
MARKETING, a California corporation,
and ROES 1-50, inclusive,

Cross-Defendant.

**DECLARATION OF JENNIFER EGAN IN SUPPORT OF CROSS-COMPLAINANT
AND DEFENDANT AMERIQUEST' MORTGAGE COMPANY'S OPPOSITION TO
CROSS-DEFENDANT LEAD EXTREME'S MOTION TO DISMISS**

I, Jennifer Egan, hereby declare:

1. I am the Internet Marketing Manager for cross-complainant and defendant Ameriqurest Mortgage Company ("Ameriqurest"). The following facts are, except where

otherwise indicated, true of my own personal knowledge or from my review of the files and records of Ameriquest, and if called upon to do so, I could and would competently testify to the truth thereof.

2. As the Internet Marketing Manager for Ameriquest, I am familiar with various aspects of Ameriquest's marketing, including Ameriquest's purchase of leads from independent third party lead generators including, cross-defendant Lead Extreme. I was involved in the discussions with Lead Extreme which resulted in the "Lead Purchase Agreement" attached to Lead Extreme's Motion to Dismiss and to Ameriquest's Cross-complaint as Exhibit "1."

3. As part of its marketing efforts, Ameriquest purchases customer leads from companies which independently generate these leads through internet marketing, including e-mail solicitations. Typically, the email solicitations contain a link by which the recipient may access the lead generator and /or a subvenders website to provide the relevant information regarding the recipient's address, phone number, email address and other information that pertain to the recipients mortgage needs. The companies who generate leads do not send out e-mails on Ameriquest's behalf. Rather, they (and/or subvenders working on their behalf) send out generic non-Ameriquest branded e-mails inquiring whether recipients are interested in obtaining a mortgage loan. If the lead generator receives a response (typically on the lead generator's website), the lead generator independently determines which of its lender clients may be an appropriate user of the lead.

4. Ameriquest purchases customer leads generated in the above fashion pursuant to contracts entered into between Ameriquest and lead generators. These contracts require the lead generator to comply with all applicable state and federal laws and regulations, and further requires that the lead generator indemnify Ameriquest for any violation of such laws.

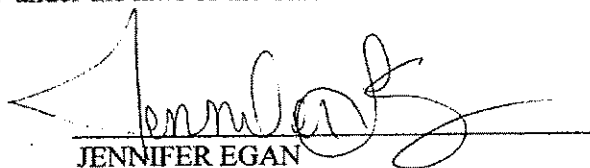
5. In or around January 2002, Ameriquest entered into a Lead Purchase Agreement (“Agreement”) with cross-defendant Lead Extreme. In the Agreement, Lead Extreme agreed to perform all of its obligations under the Agreement in compliance with any and all applicable laws (see paragraphs 4 and 5.3 of Lead Purchase Agreement). Lead Extreme further agreed to indemnify Ameriquest for any losses resulting from a breach of the Agreement by Lead Extreme (see paragraph 6.2 of Lead Purchase Agreement).

6. Ameriquest has determined through its telephone conversations with plaintiff Robert Braver and its own investigation that it had purchased at least two leads from Lead Extreme identifying information associated with Plaintiff, e.g., his phone numbers, mailing address, e-mail address and other information which purported to relate to his mortgage needs. Based upon Ameriquest’s investigation, it appears that these two leads were purchased during the general time frame that the e-mails which are the subject of the Complaint were allegedly sent. In conversations with Mr. Braver prior to the commencement of this action, Mr. Braver has advised that he supplied this information in response to unsolicited emails solicitations which he contends violated Oklahoma law.

7. Ameriquest is therefore informed and believes that one or more of the emails which are the subject of this complaint were generated by Lead Extreme and that plaintiff Robert Braver responded to such email (s) and supplied information to Lead Extreme, which lead information was subsequently sold to Ameriquest. Ameriquest is therefore informed that Lead Extreme has a duty to defend and indemnify Ameriquest from the claims of Plaintiff arising from such emails.

I hereby declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Dated: March 22, 2005



JENNIFER EGAN

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