

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
(Miami Division)

05-20149

CIV-MO...

CASE NO. _____-CIV-_____

UNIVERSAL COMMUNICATION)
SYSTEMS, INC. (A Nevada Corporation).)
MICHAEL J. ZWEBNER (individually) &)
Others Similarly Situated)
Plaintiffs)
vs.)
LYCOS INC. *dba* THE LYCOS)
NETWORK & TERRA NETWORKS, S.A.,)
(A Spanish Company with its USA offices)
in Miami-Dade County, Florida)
Defendants)

MAGISTRATE JUDGE

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COMPLAINT – CLASS ACTION

The is an action by the PLAINTIFF, UNIVERSAL COMMUNICATION SYSTEMS, INC. (herein also "UCSY" or "PLAINTIFF" or "CORPORATE PLAINTIFF") and Michael J. ZWEBNER (herein also "ZWEBNER" or "PLAINTIFF" or "INDIVIDUAL PLAINTIFF") against the Defendants, LYCOS, INC. & TERRA NETWORKS, S.A., (collectively, "TERRA LYCOS"), also *dba* THE LYCOS NETWORK (also collectively "DEFENDANTS"), the compiler and distributor of the messages which are posted upon the financial message board(s) on the RAGING BULL web site, including specifically, the "UCSY" financial message board(s) established on such site, without approval or authorization of PLAINTIFFS, by an anonymous Subscriber to such web site.

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NATURE OF ACTION

The PLAINTIFFS' claims against the LYCOS INC. and TERRA NETWORKS, S.A., are for (a) violation of Massachusetts Law, specifically *Mass. Gen. Law (MGLA) §93A, Section 9*, for consumer fraud. (b) violations of Federal Law, specifically, *47 USC §223*, for Cyber Stalking. (c) violation of Florida Law, specifically, *F.S. § 495.151. et seq.*, for dilution of UCSY's trade name, and (d) *F.S. § 784.048. et al.*, for Cyber Stalking.

CLASS ACTION ALLEGATIONS

1. The Corporate PLAINTIFF, UCSY, is a publicly traded company, which has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards which have been compiled and distributed by the DEFENDANTS.

2. The individual PLAINTIFF, ZWEBNER, is an officer and director of UCSY, who has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards which have been compiled and distributed by the DEFENDANTS.

3. The corporate PLAINTIFF is one of several hundred companies which has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards which have been compiled and distributed by the DEFENDANTS.

4. The individual PLAINTIFF, ZWEBNER, is one of several hundred officers and directors of companies who has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards which have been compiled and distributed by the DEFENDANTS.

5. The claims asserted herein by the above named Plaintiffs present questions of fact and law that are common to all members of the classes to which these Plaintiffs belong.

6. The claims and/or defense of the above named Plaintiffs are typical of the claims and defenses of the members of the classes to which the Plaintiffs belong.

7. The Plaintiffs are representative of each of the classes of Plaintiffs set forth herein, and shall fairly and adequately protect the interest of each of these classes.

8. The DEFENDANTS named herein comprises the class of defendant against whom the following claims are asserted.

PARTIES

9. The PLAINTIFF, UCSY, is a corporation that is organized and existing under the laws of the State Of Nevada. UCSY is a Nevada corporation which is listed and publicly traded in the over-the-counter exchange. The ticker symbol for UCSY is "UCSY", the trade name of corporate PLAINTIFF, and, thus, is also used as the shorthand identifier of the corporate PLAINTIFF in these pleadings. The PLAINTIFF, UCSY, maintains its corporate offices in the city of Miami Beach, Florida.

10. The PLAINTIFF, ZWEBNER, is a citizen of the United Kingdom and of the State Of Israel, whose principle residence is within the State Of Israel. ZWEBNER also maintains a second residence within the city of Miami Beach, Florida. ZWEBNER is the Chairman of the Board of Directors of UCSY and its Chief Executive Officer.

11. Upon information and belief, the Defendant, LYCOS, INC. is company organized and existing under the laws of the Commonwealth of Massachusetts. LYCOS, INC. has its principle place of business within the city of Waltham, Massachusetts.

12. (a) Upon information and belief, Defendant, TERRA NETWORKS, S.A. is a company organized and existing under the laws of the country of Spain. The DEFENDANT

TERRA NETWORKS, S.A. has its USA offices within the city of Miami, Dade County, Florida. At the time of the acts complained of herein, TERRA NETWORKS, S.A., exercised and/or had the right to exercise control over both LYCOS, INC. & THE LYCOS NETWORK, including the right to restrict access to the LYCOS NETWORK. Upon information and belief, the DEFENDANT, TERRA NETWORKS, S.A., exercised control over LYCOS, INC. & THE LYCOS NETWORK, from its offices in Miami-Dade County, Florida.

(b) On or about August 2, 2004, TERRA NETWORKS, S.A. sold its interest in Defendant, LYCOS, INC. to DAUM COMMUNICATIONS CORP (a Korean Company). Notwithstanding, TERRA NETWORKS, S.A. continues to operate from its offices in Miami-Dade County, Florida.

13. THE LYCOS NETWORK is a wholly owned subsidiary, or division, or affiliate of the DEFENDANT, LYCOS INC., which operates an array of web sites from within the United States, including the RAGING BULL web site. Upon information and belief, THE LYCOS NETWORK operates from the LYCOS, INC. offices in Waltham, Massachusetts.

Jurisdiction & Venue

14. This is a civil action arising under Federal and State law, between citizens of diverse jurisdictions, wherein the amount in controversy exceeds \$75,000. The Complaint also seeks injunctive relief.

15. The claims asserted herein arise under Federal Law, including specifically, under

(a) *47 USC §223* (a private/implied right of action for Cyber Stalking); and, under State Law, specifically under

- (b) *MGLA §93A, Section 9* (Massachusetts General Laws – for Consumer Fraud);
- (c) *F.S. 495.151, et seq.* (Florida Law for Trade Name Dilution); and
- (d) *F.S. §784.048, et al.*, (Florida Law for Cyber Stalking).

16. This Court has jurisdiction over the parties and the Federal claims asserted herein under *28 USC §1331 & §1332*; and, over the State claims under this Court’s Supplemental Jurisdiction, in that such State Claims are so related to the above Federal claims that they form part of the same case and controversy.

17. Venue is proper in this District pursuant to *28 USC §§1391(b) & (c)*.

Background Facts & Parties

18. Since as early as about September 1998 up to June 2002, PLAINTIFF, ZWEBNER, was the Chairman of *Talk Visual Corporation*– a public company which trades in equity markets under the ticker symbol “TVCE” (formerly “TVCP”); and, from about November 2001, up to and including the present, Chairman of *Universal Communication Systems Inc.*, (UCSY) - a public company which trades in equity markets under the ticker symbol “UCSY”.

19. At the time of the acts complained of, the DEFENDANTS operated and maintained a website designated QUOTE.COM, which is purportedly dedicated to providing commercial information, data and financial services to a LYCOS site visitor and to an authorized user (also herein “Subscriber”) to THE LYCOS NETWORK. This QUOTE.COM site permits retrieval of stock quotation information and technical data for a company having a publicly traded security, and a link to a message board on DEFENDANTS’ RAGING BULL web site, which automatically appears upon retrieval of a stock quotation for a given company.

20. The DEFENDANTS condition use of the services available on THE LYCOS NETWORK upon a registration process, wherein a potential Subscriber/User (a) first reviews and (b) then accepts the *Terms & Condition* of a boiler plate "agreement" (Massachusetts contract), referenced herein as also a "Subscriber Agreement" or "User Agreement", annexed hereto as *Exhibit "1"*.

21. According to the representations made to potential subscribers, all Subscribers to THE LYCOS NETWORK (including the RAGING BULL web site) are required to register under their true identities, specifically, their real names, and provide accurate contact information, in order for the Defendants to both verify their identity and enforce compliance with the terms and conditions of use of THE LYCOS NETWORK. Notwithstanding the DEFENDANTS' published registration requirements, registration is accorded to individuals by DEFENDANTS, based upon false information; and, DEFENDANTS permit such individuals access to THE LYCOS NETWORK, without question or verification of such registration information.

22. One of the privileges of membership accorded to an authorized Subscriber/User to THE LYCOS NETWORK, is the ability of such Subscriber/User to create a message board dedicated to a particular business or enterprises. The DEFENDANTS suggest that a Subscriber use a particular business or enterprises "stock ticker symbol" associated with such particular business or enterprises, as a means of identification of a message board, on for example, the DEFENDANTS' RAGING BULL web site.

23. Another of the privileges of membership accorded to an authorized Subscriber/User to THE LYCOS NETWORK, is the ability of such Subscriber/User to post messages (herein also "postings") on message boards on any of the sites maintained by

DEFENDANTS on THE LYCOS NETWORK. These postings are “anonymous” in that they do not reveal the true identity of the poster but rather are attributed to an individual “screen names” or “alias” assigned to the poster by the DEFENDANTS.

24. The DEFENDANTS maintain a message board on their RAGING BULL web site devoted to the PLAINTIFF, UCSY. Since about the year 2000, the UCSY message board has had more than 35,000 postings by DEFENDANTS’ Subscribers, including several thousand postings by Mr. Roberto G. Villasenor (herein also “VILLASENOR). Many of these 35,000 postings originated from the same individual, or a limited number of individuals, who utilized different screen names or aliases; and, often are, thus, repetitive or duplicative of earlier postings, some of which had been previously deleted because of their offensive nature.

COUNT I
(Consumer Fraud – Mass. Gen. Law §93A, Section 9)

25. The PLAINTIFFS incorporate paragraph (1) to (24), as if restated herein.

26. In the about December 1999, one or more of the stockholders of the PLAINTIFF, UCSY, first made the Plaintiffs aware of certain unsolicited postings appearing upon a “UCSY” message board then being hosted on THE LYCOS NETWORK, specifically, the RAGING BULL “financial” web site of THE LYCOS NETWORK.

27. These unsolicited postings, referenced herein in paragraph (26), which appeared on such RAGING BULL site included inaccurate and/or otherwise misleading information which, if unchallenged or uncorrected, could potentially cause investor deception and/or investor distress, and/or trigger regulatory scrutiny, if true. Upon information and believe, the inaccurate and/or otherwise misleading information posted upon the RAGING BULL site was intended to

cause manipulation of the price of the PLAINTIFF, UCSY, stock, to the detriment of UCSY investors.

28. In order for the PLAINTIFFS to respond to investor, and potentially regulator, concerns relative to such inaccurate and/or otherwise misleading information appearing on DEFENDANTS' RAGING BULL "financial" web site, it was first necessary for PLAINTIFFS to register as a subscriber to THE LYCOS NETWORK. This registration process necessarily required that the PLAINTIFFS first review the Defendants' Subscriber Agreement and, thereafter, consent to be bound by its terms.

29. On or about December 1999, the PLAINTIFFS reviewed the Defendants' Subscriber Agreement, preliminary to the PLAINTIFF, ZWEBNER, registration as an authorized user of THE LYCOS NETWORK, including the *Terms & Conditions and Conditions and Restrictions On Use* (Exhibit "1", Paragraph (2)), of the DEFENDANTS' Subscriber Agreement. Upon information and belief, these *Terms & Conditions and Conditions and Restrictions On Use* are purportedly structured (at least on the surface) to prevent misuse of the RAGING BULL web site AND to protect the Subscribers thereto from the *Prohibited Conduct* (Exhibit "1", Paragraph (6)) set forth therein.

30. At the time of the PLAINTIFF, ZWEBNER, review of the DEFENDANTS' Subscriber Agreement, he understood that DEFENDANTS had the ability to enforce individual compliance with the *Conditions & Restriction On Use* of THE LYCOS NETWORK, including specifically, their RAGING BULL web site.

31. At the time of the PLAINTIFF, ZWEBNER, review of the DEFENDANTS' Subscriber Agreement, he understood that DEFENDANTS had the intention to enforce

individual compliance with the *Conditions & Restriction On Use* of THE LYCOS NETWORK, including specifically, their RAGING BULL web site.

32. PLAINTIFF, ZWEBNER, relied upon the representations set forth in DEFENDANTS' Subscriber Agreement, as noted in Paragraphs (30) & (31) herein,, prior to his registration as registration as an authorized user of THE LYCOS NETWORK.

33. As a result of the foregoing representations, as set forth herein in paragraphs (29) to (31) herein, the PLAINTIFFS were induced to enter into DEFENDANTS' Subscriber Agreement.

34. At the time of the DEFENDANTS' solicitation of subscribers, including the PLAINTIFF, ZWEBNER, to THE LYCOS NETWORK, DEFENDANTS knew, or should have known, that certain of the representation contained in their Subscriber Agreement were false and otherwise deceptive, including specifically, the DEFENDANTS' representations with respect to, (a) DEFENDANTS' ability to protect subscribers to their Network, including the PLAINTIFF, ZWEBNER, from individuals who engage in the *Prohibited Conduct* recited in the Subscriber Agreement.

35. At the time of the DEFENDANTS' solicitation of subscribers, including the PLAINTIFF, ZWEBNER, to THE LYCOS NETWORK, DEFENDANTS knew, or should have known, that they lacked the ability to identify individuals engaging in *Prohibited Conduct*, and thereby preclude them from access to THE LYCOS NETWORK to protect subscribers to their Network, including the PLAINTIFF, ZWEBNER, from individuals who engage in the *Prohibited Conduct* recited in the Subscriber Agreement.

36. The PLAINTIFF, ZWEBNER, has repeatedly written to the DEFENDANTS,

- (a) to apprise them of the personal attacks upon him (both personally and professionally), and upon his company, UCSY, in postings, (hereinafter “objectionable postings”), appearing upon the “UCSY” message board, ZWEBNER letter to “Legal Department, Community Manager, dated April 12, 2003, annexed hereto as *Exhibit “4”*;
- (b) to request (a) the removal of the objectionable postings and (b) that the individuals responsible for such objectionable postings be prohibited from further access to DEFENDANTS LYCOS NETWORK, to no avail, ZWEBNER letter to Jamie Carney dated August 5, 2003, annexed hereto as *Exhibit “5”*; and
- (c) charged DEFENDANTS Subscriber Agreement, specifically, the representations contained therein, as set forth herein above in paragraphs , were “illusory” and “misleading”, ZWEBNER letter to E. Solowey, dated December 30, 2003, annexed hereto as *Exhibit “6”*;

Notwithstanding, the DEFENDANTS receipt of notice, consistent with MGLA 93A, Section 9, demanding relief from the Objectionable Postings maintained and distributed on THE LYCOS NETWORK, and accusing the DEFENDANTS of misleading and deceptive misconduct by virtue of their failure to conform their conduct to their representations contained in their solicitation of subscribers to their NETWORK, the DEFENDANTS made no effort to compromise or otherwise comply with PLAINTIFFS’ demands for relief.

37. The DEFENDANTS’ conduct, as set forth herein above in paragraphs 34, 35 & 36, is deceitful and operated as a fraud upon the PLAINTIFFS; and, thus, comprise a deceptive act and practice under MGLA 93A, Section 9.

38. As a direct and proximate result of the DEFENDANTS' conduct, as set forth herein above in paragraphs 34, 35 & 36, the PLAINTIFF, ZWEBNER, has suffered both economic harm and severe emotional distress.

WHEREFORE, the PLAINTIFFS demand judgment against the DEFENDANTS for actual and consequential damages in the amount of \$100M, or according to proof.

COUNT II
(Cyber Stalking - 47 USC §223)

39. The PLAINTIFFS incorporate paragraph (1) to (38) as if restated herein.

40. The DEFENDANTS own, control and operate a commercial telecommunication facility, specifically, THE LYCOS NETWORK, within the contemplation and scope of federal regulation by the Federal Communications Commission (FCC), including *47 USC §223*.

41. The DEFENDANTS' telecommunications facility, specifically THE LYCOS NETWORK, has and continues to be used to transmit and publish comments, suggestions, images and other communications from DEFENDANTS' authorized, anonymous subscribers, which are calculated to annoy, abuse, threaten and harass the PLAINTIFFS.

42. The PLAINTIFFS, have the right to be and remain free from persistent abuse, harassment and ridicule, on THE LYCOS NETWORK by DEFENDANTS' authorized, anonymous subscribers.

43. The federal regulation of DEFENDANTS' telecommunications facility, specifically THE LYCOS NETWORK, requires, *inter alia*, that DEFENDANTS, implement measures, which are reasonable, effective, and appropriate, under the circumstances, to restrict access to their NETWORK and thereby prohibit an individual for the use of such NETWORK

from repeatedly making anonymous threatening and abusive communications, in violation of *47 USC §232(a)(1)(C)*, to PLAINTIFFS.

44. At all times material hereto, the Defendants knew, or should have know, that THE LYCOS NETWORK was being used by one or more of its Subscribers to repeatedly make anonymous threatening and abusive communications, in violation of *47 USC §223(a)(1)(C)*, to PLAINTIFFS.

45. At all times material hereto, the PLAINTIFFS complained to the DEFENDANTS, in writing, of their receipt of anonymous threatening and abusive communications, and requested DEFENDANTS implement measures to restrict access to their NETWORK by the individuals making the anonymous threatening and abusive communications directed PLAINTIFFS. See *Exhibits "2", "4", "5" & "6"*.

46. Notwithstanding DEFENDANTS' awareness of their authorized users utilizing their NETWORK to make repeated anonymous threatening and abusive communications directed at PLAINTIFFS, and the DEFENDANTS' selective deletion of many of the more threatening and abusive communications directed at PLAINTIFFS, the DEFENDANTS failed to implement any measures to restrict access to their NETWORK to prohibit an individual for the use of their NETWORK from repeatedly making anonymous threatening and abusive communications directed at the PLAINTIFFS.

47. The DEFENDANTS acts and omissions, as set forth in paragraphs (43) to (46), inclusive, violate Federal policy (*47 USC §230(b)(5)*) and Federal law *47 USC §223(a)(1)(C)*.

48. The DEFENDANTS acts and omissions, as set forth in paragraphs (43) to (46), gives rise to a cause of action in favor of PLAINTIFFS against DEFENDANTS for violation of PLAINTIFFS' rights.

49. As a direct and proximate result of the violation of the PLAINTIFFS' rights, the PLAINTIFF, ZWEBNER, has been subjected to emotional distress, and sustained economic losses.

WHEREFORE, the PLAINTIFFS demand judgment against the DEFENDANTS for actual and consequential damages in the amount of \$100M or according to proof.

The PLAINTIFF, UCSY, also requests that this Court enter a mandatory injunction requiring the DEFENDANTS to

- (a) permanently and irrevocably delete any and all postings on DEFENDANTS RAGING BULL web site that appear on the UCSY message board;
- (b) permanently and irrevocably delete the UCSY message board; and
- (c) enjoin the DEFENDANTS from creation and maintaining of a UCSY message board.

COUNT III

(Dilution Of Trade Name – F.S. § 495.151. et seq.)

50. The PLAINTIFFS incorporate paragraph (1) to (49) as if restated herein.

Background Facts

51. The PLAINTIFF, UCSY, is an international company, based in Miami Beach, Florida, that has been engaged in the provision of telecommunications services (wireless broadband internet services), and more recently, in the development of a proprietary and patented technology for water extraction systems which have application in civilian and government markets (e.g. military).

52. At all times material hereto, the PLAINTIFF, UCSY, adopted and used the trade name and trademark, "UCSY", to identify Universal Communication Systems, Inc., as a

company, and with the products/services available from Universal Communication Systems, Inc.. "UCSY" has also been adopted and exclusively associated Universal Communication Systems, Inc., as the ticker symbol in financial markets and on stock exchanges.

53. The "UCSY" mark is inherently distinctive and has become exclusively identified with the PLAINTIFF company, and with PLAINTIFFS' proprietary water extraction products and technologies. Accordingly, the PLAINTIFF company is entitled to protection of its "UCSY" mark against unauthorized commercial use by third parties, including the DEFENDANTS.

54. The PLAINTIFF, UCSY, has and continues to invest tens of thousands of dollars in the promotion of the UCSY image, and in the promotion of the UCSY products under the UCSY name and logo, and, under its NASDAQ over-the-counter Bulletin Board ticker symbol "UCSY", UCSY promotional brochure annexed hereto as *Exhibit "3"*.

55. The PLAINTIFF, UCSY, is neither a subscriber to THE LYCOS NETWORK, nor has it ever assented to the DEFENDANTS' use of its trade name, or to its ticker symbol, on any of the web sites sponsored/maintained by DEFENDANTS. Accordingly, all reference to the PLAINTIFF, UCSY, in the promotion or use of DEFENDANTS' commercial activities on THE LYCOS NETWORK is without authorization or approval of the PLAINTIFF, UCSY.

56. The postings which appear upon the message boards of THE LYCOS NETWORK, are retrievable on various search engines (e.g., GOOGLE) and thereby generate traffic on the DEFENDANTS' NETWORK. The volume of traffic on the DEFENDANTS' NETWORK determines the charges the DEFENDANTS can obtain for third party advertising of products and services on their NETWORK.

Injury To Business Reputation By Defendants

57. Upon information and belief, the DEFENDANTS have suggested to one or more of their subscriber to THE LYCOS NETWORK, that they use the PLAINTIFFS' proprietary and distinctive "UCSY" mark for designation of a message board on the RAGING BULL web site which is maintained by the DEFENDANTS.

58. Upon information and belief, the DEFENDANTS compile postings from its subscribers, relating to the Plaintiffs, upon the UCSY message board, and thereafter promote and commercially distribute such UCSY message board, to individuals who solicit a stock quotation on the DEFENDANTS' QUOTE.COM web site.

59. The DEFENDANTS' have been made aware that many of the anonymous posting compiled by them on the UCSY message board, and distributed on their RAGING BULL web site, are false and misleading, and thereby likely to be injurious to the UCSY company image/reputation and to the UCSY product image/reputation.

60. The PLAINTIFFS have repeatedly requested that DEFENDANTS curtail their compilation and distribution of such false and misleading information on the RAGING BULL web site, and, further, that they deny their authorized subscribers access to THE LYCOS NETWORK, to prevent further dissemination of false and misleading information relative to the UCSY company image and to the UCSY products.

61. The DEFENDANTS have either been ineffective in removal of such false and misleading postings from their compilation of messages appearing on the RAGING BULL web site, and/or ignored the PLAINTIFFS' repeated requests to remove such false and misleading postings from their compilation of messages appearing upon the RAGING BULL web site.

62. The DEFENDANTS' compilation and continued distribution of false and misleading information appearing on the message board bearing the "UCSY" mark and

designation, has and shall continue to cause irreparable harm to the UCSY company image and to the UCSY products, and otherwise tarnish, dilute and/or otherwise detract from the cache associated with the "UCSY" trade name and designation.

63. As a direct and proximate result of the DEFENDANTS' acts and omissions as set forth herein in paragraphs (57) to (62), the PLAINTIFF, UCSY has been injured.

WHEREFORE, the PLAINTIFF, UCSY, demands judgment against the DEFENDANTS for actual and consequential damages in the amount of \$100M, or according to proof.

The PLAINTIFF, UCSY, also requests that this Court enter a mandatory injunction requiring the DEFENDANTS to

- (a) permanently and irrevocably delete any and all postings on its RAGING BULL web site that appear on the UCSY message board;
- (b) permanently and irrevocably delete the UCSY message board; and
- (c) enjoin the DEFENDANTS from creation and maintaining of a UCSY message board.

COUNT IV

(Cyber Stalking F.S. § 784.048. et al. et seq.)

64. The PLAINTIFFS incorporate paragraph (1) to (63) as if restated herein.

65. The DEFENDANTS operate a telecommunication facility, specifically, THE LYCOS NETWORK.

66. The have registered and authorized subscribers to use THE LYCOS NETWORK under certain Terms & Conditions.

67. THE LYCOS NETWORK that has and continues to be used by their authorized subscribers to make repeated anonymous threatening and abusive communications directed at PLAINTIFFS, in violation of state law, including *F.S. § 784.048. et al. et seq.*

68. PLAINTIFFS have repeatedly requested that the DEFENDANTS implement controls to curtail the anonymous threatening and abusive communications, by its authorizes subscribers, directed at PLAINTIFFS.

69. The DEFENDANTS have been indifferent to PLAINTIFFS' concerns, and to their emotional distress caused by the repeated anonymous threatening and abusive communications directed at PLAINTIFFS by DEFENDANTS authorized subscribers.

70. The DEFENDANTS acts and omission, as set forth in paragraph (65) to (69), inclusive, have and continue to facilitate the repeated anonymous threatening and abusive communications directed at PLAINTIFFS by DEFENDANTS authorized subscribers

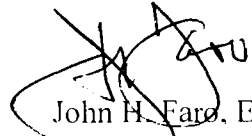
WHEREFORE, the PLAINTIFF, ZWEBNER, requests that this Court enter an injunction and permanent restraining order requiring the DEFENDANTS to

(a) permanently and irrevocably delete any and all postings on DEFENDANTS RAGING BULL web site that appear on the UCSY message board;

(b) permanently and irrevocably delete the UCSY message board; and

(c) enjoin the DEFENDANTS from creation and maintaining of a message board containing postings on any message board on THE LYCOS NETWORK, including the RAGING BULL web site, relating to either of the PLAINTIFFS.

Respectfully,

A handwritten signature in black ink, appearing to read "John H. Faro", is written over a circular stamp or seal.

John H. Faro, Esq.
Florida Bar No. 527.459
Attorney For Plaintiffs

Faro & Associates
44 West Flagler Street, Suite 1100
Miami, Florida 33130-1808
phone (305) 424-1112
fax (305) 424-1114

EXHIBIT "1"

Terms And Conditions

Legal Information

GENERAL TERMS AND CONDITIONS

INTRODUCTION AND TABLE OF CONTENTS

Welcome to the Lycos Network, owned and produced by Lycos, Inc. and its subsidiary and affiliate corporations, successors, and assigns (collectively referred to as "Lycos"). The Lycos Network currently consists of various web pages at or linked to the URLs www.lycos.com, www.gamesville.com, www.tripod.com, www.angelfire.com, mail.lycos.com, www.quote.com, www.ragingbull.com, www.wired.com, www.hotbot.com, www.whowhere.com, www.sonique.com, www.hotwired.com, www.webmonkey.com, www.lycoszone.com, www.animationexpress.com, www.htmlgear.com and www.matchmaker.com collectively referred to as the "Lycos Network," which may expand or change from time to time). The Lycos Network is currently one of the most visited hubs on the Internet. The Lycos Network provides leading Web search and navigation, communications and personalization tools, great massively-multiplayer real-time games with cash prizes, homepage building and Web community services, a cutting-edge shopping center and more. Integrated, these sites help each individual user locate, retrieve and manage information tailored to his or her personal interests. Unless explicitly stated otherwise, any new Products and Services (as defined below), including the addition of new Lycos Network properties shall be subject to these Terms and Conditions.

Lycos makes available a variety of products and services through the Lycos Network (collectively, the "Products and Services") subject to these General Terms and Conditions ("Terms and Conditions"). In addition, there are a variety of special products and services offered through the Lycos Network that have separate registration procedures and separate terms and conditions, terms of service, user agreements, or similar legal agreement. When you are using any service or product on the Lycos Network that does not have a separate legal agreement, the Terms and Conditions set forth here will apply. Lycos also may supplement the Terms and Conditions with posted guidelines or rules applicable to specific areas of the Lycos Network. In addition, the Lycos Network also may offer other services from time to time that are governed by the terms of service of the respective service partners.

Because the Terms and Conditions contain legal obligations, please read them carefully.

Please direct any legal questions to:

General Counsel
Lycos, Inc.
100 5th Ave
Waltham, Massachusetts 02451

The Terms and Conditions contain a variety of provisions that are generally applicable to the Products and Services and some provisions that apply to particular Products and Services. The following is a list of links to the various provisions in the Terms and Conditions. The headings contained in these provisions, and reflected in these links, however, are solely for your convenience and have no legal import. While this list of links may help you locate particular provisions, you should

understand that you will be bound by the entire Terms and Conditions.

1. [Acceptance](#)
2. [Conditions and Restrictions on Use](#)
3. [Registration and Privacy](#)
4. [Responsibility for Minors](#)
5. [Parental Controls and Child Safety](#)
6. [Member And User Conduct](#)
7. [License to Member Web Pages and Other User Content](#)
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15. [Storage](#)
16. [Lycos Communities Guidelines - Chat, Clubs, Message Boards](#)
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28. [No License; Intellectual Property Rights of Lycos and Others](#)
29. [Indemnity and Release](#)
30. [Limitation of Action](#)
31. [Copyright, Trademark, and Patent Notices](#)
32. [Intellectual Property Infringement Claims](#)
33. [Arbitration, Governing Law, and Forum for Disputes](#)
34. [Changes in Terms and Conditions and Changes in Products and Services](#)
35. [Merger](#)
36. [Non-Waiver and Separability](#)
37. [Relationship of Parties](#)
38. [No Resale, Assignment, or Sublicensing](#)
39. [Successors and Assigns](#)
40. [Termination; Survival](#)
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46. [Matchmaker.com](#)
47. [Lycos Messenger](#)
48. [Mail](#)
49. [Search Software \(Sideseach and Hotbot Desktop\)](#)

1. ACCEPTANCE

By using the Products and Services, you are agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual Lycos Network web site, Product or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

2. CONDITIONS AND RESTRICTIONS ON USE

Use of the Products and Services is subject to compliance with these Terms and Conditions. You acknowledge and agree that Lycos may terminate your access to the Lycos Network or to any of the Products and Services should you fail to comply with the Terms and Conditions or any other guidelines and rules published by Lycos. Any such termination shall be in Lycos' sole discretion and may occur without prior notice, or any notice. Lycos further reserves the right to terminate any user's access to the Lycos Network or to any of the Products and Services for any conduct that Lycos, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to Lycos or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. Lycos further reserves the right to terminate any user's access to the Lycos Network or to any of the Products and Services for any reason or for no reason at all, in Lycos' sole discretion, without prior notice, or any notice.

In order to use the Products and Services, users must have access to the World Wide Web and must navigate the Internet to <http://www.lycos.com/> or another of the URLs associated with the Lycos Network. Be aware that the majority of the Lycos Network is for general audiences, although there are certain areas on the Lycos Network that contain adult or mature content and different areas where content is specifically created for children under 13 years of age. Where there is mature or adult content, individuals who are less than 18 years of age or are not permitted to access such content under the laws of any applicable jurisdiction may not access such content. There are also other (mainly commerce-related) areas of the Lycos Network not open to persons under 18 years of age. With respect to general audience content, if Lycos learns that anyone under the age of 13 has accessed the Products and Services, Lycos will require verified parental consent, in accordance with the Children's Online Privacy Protection Act of 1998 ("COPPA"). Certain areas of the Lycos Network, however, may not be available to children under 13 under any circumstances.

Lycos does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

3. REGISTRATION AND PRIVACY

Certain of the Products and Services will require the user to register and provide certain data. In consideration of use of such Products and Services, in registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by various Lycos Network registration forms ("Registration Data") and (b) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lycos has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Lycos has the right to suspend or terminate your account and refuse any and all current or future

use of the Products and Services.

All Lycos Network registrations become the exclusive property of Lycos, its affiliates and subsidiaries. Lycos reserves the right to use and reuse all registration and other personally identifiable user information subject to the Lycos Network Privacy Policy. Users may edit, update, alter or obscure their personally identifiable information at any time by following the instructions located in the Lycos Network Privacy Policy and at individual Lycos Network sites.

You acknowledge receipt of [Lycos Network Privacy Policy](#), including our Notice Regarding the Privacy of Children Under 13 While on the Lycos Network.

4. RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use the Products and Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Products and Services; and (iii) the consequences of any misuse by the minor. YOU ACKNOWLEDGE THAT SOME AREAS OF THE LYCOS NETWORK MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.

5. PARENTAL CONTROLS AND CHILD SAFETY

Certain material available on the Internet is not appropriate for minors. To prevent or limit your children's access to such materials, a number of parental control protections (such as computer hardware, software, or filtering services) are commercially available. For more information on such parental control protections, [click here](#). To review our Notice Regarding the Privacy of Children Under 13 While on the Lycos Network, [click here](#).

6. MEMBER AND USER CONDUCT

Upon registering, you will receive a password and Lycos Network ID. You are responsible for maintaining the confidentiality of the password and ID, and are fully responsible for all activities that occur under your password or ID. You agree to (a) immediately notify Lycos of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The Lycos Network cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

You acknowledge and agree that all information, code, data, text, software, music, sound, photographs, pictures, graphics, video, chat, messages, files, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not the Lycos Network, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. The Lycos Network does not control the user or third party Content posted via the Products and Services, and, as such, does not guarantee the accuracy, integrity or quality of such user or third party Content. You acknowledge and Agree that by using the Products and Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the Lycos Network be liable in any way for any user or third party Content, including, but not limited to, for any errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use of any such Content posted, emailed or otherwise transmitted via the Products and Services. As a general matter, Lycos does not pre-screen user or third party Content posted on the Lycos Network, except for certain areas where Lycos employs certain

automated screening software, although Lycos reserves the right to do so. Lycos does not guarantee that any screening will be done to your satisfaction or that any screening will be done at all. Lycos reserves the right to monitor some, all, or no areas of the Products and Services for adherence to these Terms and Conditions or any other rules or guidelines posted by Lycos.

The Products and Services may only be used for the intended purpose for which such Products and Services are being made available. The intended purpose of site building software on the Lycos Network is to maintain, publish and produce web sites on the Lycos Network that are consistent with these terms and conditions.

Prohibited Conduct

You agree that you will not use Lycos Network Products and Services to:

- a. Upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- b. Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- c. Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- d. Harm minors in any other way.
- e. Make any sexual request on behalf of a minor or make any sexual request of a minor.
- f. "Stalk" or otherwise harass another.
- g. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- h. Impersonate any person or entity, including, but not limited to, a Lycos Network official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- i. Employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Products and Services.
- j. Upload, post, email, otherwise transmit, or post links to any Content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- k. Upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.
- l. Upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:
 - i. Making available copyrighted software or other Content that has had the copyright protection removed.

- ii. Making available serial numbers for software that can be used to illegally validate or register software.
- iii. Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.
- iv. Making available any software files for which the user does not own the copyright or have the legal right to make available.
- m. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
- n. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Products and Services or the Lycos Network.
- o. Use automated means, including additional computers, software and scripts, to enhance play in Lycos Network games and promotions.
- p. Use automated means, including spiders, robots, crawlers, or the like to download data from any Lycos Network database.
- q. Conduct your own contests and promotions.
- r. Upload, post, email, otherwise transmit, or post links to any Content regarding any raffle, contest or game requiring a fee by participants.
- s. Modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any Content from any Lycos database, including, without limitation, by incorporating data from any Lycos database into any e-mail or "white pages" products or serviced, whether browser-based, based on proprietary client-site applications, web-based, or otherwise.
- t. Sell, distribute, or make any commercial use of data obtained from any Lycos database or make any other use of data from any Lycos database in a manner which could be expected to offend the person for whom the data is relevant.
- u. Create and maintain a Lycos Network web page (including, but not limited to, a Lycos Club or an Angelfire or Tripod home page) that (i) redirects to another web page or (ii) stores or hosts content for remote loading by other web pages. For example, you cannot create a Lycos Club, post pictures to the Lycos Club, and have other web pages call the Lycos Club page to retrieve those pictures.
- v. Create and maintain a Lycos Network web page that contains hyperlinks to content not permitted on the Lycos Network.
- w. Disrupt the normal flow of dialogue in a chat room, cause a screen to "scroll" faster than other users of the Products and Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- x. Interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services, including without limitation Lycos Network Chat hosts.
- y. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock

Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

- z. Use the Products or Services to sell, purchase, or offer to sell or purchase any registered or unregistered securities.
 - aa. Upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.
 - bb. Disobey any Lycos Chat hosts or other Lycos employee or representative or interfere with any action by any Lycos Chat host or other Lycos employee or representative to redress any violation of these Terms and Conditions.
 - cc. Access the Products and Services after your account or access has been terminated by Lycos.
 - dd. Fail to complete any transaction after submitting an order to purchase any goods or services from individual Merchants in Lycos Shop or from any seller in Lycos Auctions, subject to the individual Merchant's or seller's terms and conditions governing such transactions.
 - ee. Submit any order to purchase goods or services from individual Merchants in Lycos Shop or from any seller in Lycos Auctions where you do not intend to complete the transaction.
 - ff. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.
 - gg. Use any software deployed in connection with the Products and Services to process data as a service to other entities without the express written consent of Lycos or the party from whom such software may be licensed.
 - hh. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Products and Services.
 - ii. Engage in manipulative bidding through Lycos Auctions, such as by making bids solely for the purpose of instigating other bidders to withdraw bids and then retracting your bid to bid at a lower price or by using multiple accounts to drive up bidding on items you are offering for sale.
 - jj. Advertise, offer for sale, or sell any item you are prohibited from advertising or selling by any applicable local, state, national, or international law, including regulations having the force of law.
 - kk. Upload, post, email, otherwise transmit, or post links to any material, or act in any manner, that is offensive to the Lycos Network community or the spirit of these Terms and Conditions.
- ll. Advertise, offer for sale, or sell any of the following items:
- Any firearms, explosives, or weapons.
 - Any food that is not packaged or does not comply with all laws governing the sale of food to consumers by commercial merchants.
 - Any alcoholic beverages.
 - Any tobacco products for human consumption, including, without limitation, cigarettes and cigars.
 - Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain child pornography, that are otherwise pornographic in nature, or are harmful to minors.
 - Any controlled substances or pharmaceuticals.
 - Any items that are counterfeit or stolen.

- Any dangerous items.
- Any goods or services that do not, in fact, exist.
- Any registered or unregistered securities.
- Any items that violate or infringe the rights of other parties.
- Any items that you do not have the legal right to sell.
- Any items where paying Lycos any of the required transactional or listing fees would cause Lycos to violate any law.

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You expressly acknowledge and agree that the Lycos Network may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms and Conditions; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Lycos, its users and the public. You acknowledge and agree that the technical processing and transmission of the Products and Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge and agree that other data collected and maintained by Lycos with regard to its users may be disclosed in accordance with Lycos' [Privacy Policy](#).

Lycos also may suspend or terminate any user account for any Product or Service because of user inactivity. For example, a Lycos Mail account may be terminated or suspended if a user fails to sign-in to the Lycos Mail Service for an extended period of time; please see the Lycos Mail Help section for more information regarding Lycos Mail 's policies concerning account termination. What is considered "user inactivity" varies depending on the Product or Service. If one of your accounts is suspended or terminated for inactivity, your right to use such Product or Service immediately ceases.

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In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, the foregoing limitation may not apply to you.

12. REMOVAL OF LINKS

12. REMOVAL OF LINKS The Lycos Network occasionally receives requests from people to remove links from the Lycos Network search services. Although the Lycos Network reserves the right to address such requests individually, the general approach that the Lycos Network takes reflects the following principles: The catalogs and databases used in connection with the Lycos Network search services consist of information that has been identified, indexed and compiled through an automated process with no advance review by human beings. Given the enormous volume of web site information added, deleted, and changed on a frequent basis, the Lycos Network cannot and does not screen anything made available through the Lycos Network search services' catalogs and databases. In other instances, the Lycos Network makes available directories, indices, and references consisting of content that has been identified, indexed, and compiled by humans. Furthermore, some of the catalogs and databases that can be searched in the Lycos Network are compiled by third parties through automated processes. However, if the operator of the site does not take steps to prevent it (i.e. make use of the Robots.txt file or Robots Meta tags), the automatic facilities used to create the catalogs and databases are likely to find it and index it again in a relatively short amount of time.

13. DISCLAIMER REGARDING THIRD PARTY CONTENT

The Lycos Network offers access to numerous third party web pages and content available over the Internet. In overwhelming majority instances, including, but not limited to, sites displayed as search results or contained within a directory of links, Lycos has no control whatsoever over the content of such sites. In other instances, including, but not limited to, web pages hosted on the Lycos Network or provided to the Lycos Network by third parties, Lycos may set guidelines for what may appear on such web pages and may engage in certain screening, but generally exercises no

control over the content of such web pages and is unable to police all such content. Third party content accessible through the Lycos Network from such sources is developed by people over whom the Lycos Network exercises no control. The search results that appear from the catalogs indexed by the Lycos Network's spiders or web robots are automated, and the Lycos Network cannot and does not screen the sites before including them in the catalogs from which such automated search results are gathered. Similarly, web pages hosted by the Lycos Network are posted by third parties, and, with the exception of certain automated screening functions, Lycos cannot and does not screen such web pages before they are made accessible to other users of the Lycos Network. Accordingly, neither the Lycos Network nor its licensors assume any responsibility for the content of any site included in any search results or otherwise linked to the Lycos Network web sites or in any web page hosted for a third party within the Lycos Network. In instances where the Lycos Network does review the sites that are displayed in directories, indices, and/or references, or where the Lycos Network makes available directories, indices, and/or references of sites compiled by third parties, the content located at such sites was developed third parties, and review of such sites by Lycos, if any, is narrowly limited to that which is necessary for compiling the particular set of links.

14. WEB PUBLISHING (ANGELFIRE, TRIPOD, DOMAINS, HTML GEAR)

Unpaid Services in General. Lycos offers versions of the Angelfire, Tripod and HTML Gear services that are free of charge, exclusive of Internet or other telecommunications and computer equipment charges and fees. Any aspect of such services may be modified by Lycos for any reason or for no reason at all, in Lycos' sole discretion, without prior notice, or any notice. Lycos allows one unpaid Angelfire or Tripod membership and one unpaid HTML Gear membership per individual with a legitimate electronic mail address. If a user of the unpaid version of Angelfire or Tripod does not build a homepage within twenty eight (28) days after registering for such service, Lycos may delete such member's Angelfire or Tripod account.

Unpaid Services License. By submitting a web page to the unpaid versions of Angelfire, Tripod, or any other unpaid web page hosting service on the Lycos Network, you grant Lycos a royalty-free, nonexclusive, worldwide, unrestricted license to use, copy, transmit, publicly display, publicly perform, create compilations including, and distribute such web page, and any associated Content, for the limited purposes of publishing and promoting the user's web page in connection with the particular service with which the user has chosen to have the web page hosted and for publishing and promoting such web page elsewhere within the Lycos Network. Such license shall apply with respect to any form, media, or technology now known or later developed. The term of the license will extend only for the duration of the user's membership with the particular Lycos Network service (e.g., Tripod or Angelfire). In the event that such membership is terminated, Lycos will relinquish all rights to the user's Content as described above following the duration of any applicable promotional activities ongoing at the time the membership is terminated. You acknowledge and agree that Lycos runs advertisements on the web pages of its users of unpaid services and grant Lycos the right to do so. These advertisements may include, without limitation, "banner" advertisements and "pop-up text" advertisements. The manner, mode, and extent of such advertising are subject to change.

Subscription Services. Lycos also offers subscription versions of the Angelfire, Tripod, HTML Gear and Domains services. If you subscribe to such services, you agree to be bound by the subscription agreement.

15. STORAGE

Many features of the Lycos Network store information on behalf of users. Examples include, but are not limited to, email messages, chat, web pages, message boards, calendar functions, and postings on Lycos Auctions. Lycos reserves the right, in its sole discretion, to limit the amount of storage space available per user or to delete materials stored for an excessive period while the user's account has been inactive.

16. LYCOS COMMUNITIES GUIDELINES - CHAT, CLUBS, AND MESSAGE BOARDS

Users of Lycos Communities, which includes all Lycos Network chat, clubs, and message boards are expected to adhere to the guidelines below and are expected not to engage in any of the Prohibited Conduct described above. Any user failing to comply with these Terms and Conditions may be expelled from a chat room, a club, or a message board by a Lycos moderator or host, and Lycos may terminate or restrict such user's Lycos Network accounts. In addition, Lycos may remove any Content that violates these Terms and Conditions or is otherwise objectionable, in Lycos' sole discretion. No child under the age of 13 may participate in Lycos Communities, including all chat, clubs, or message boards offered throughout the Lycos Network.

Please read all the Prohibited Conduct described above before using the Lycos Communities' services, and keep in mind the following when using the Lycos Communities' services:

- All information you submit in registering must be true, accurate, current, and complete (apart from optional items).
- Do not rely on any information relating to investments or professional advice without first reading the Investment Information Disclaimer and Professional Information Disclaimer below. Remember that people on the Internet are not always who they say they are and do not always publish truthful statements. Lycos cannot and does not ensure the accuracy of such statements.
- Do not upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- Do not stalk or otherwise harass other users.
- Do not upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- Do not upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- Do not impersonate any person or entity, including, but not limited to, a Lycos Network official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Do not upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose
- Do not disrupt the normal flow of dialogue in a chat room, cause a screen to

"scroll" faster than other users of the Products and Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

- Do not disobey any Lycos Chat hosts, moderators, or other Lycos employee or representative or interfere with any action by any Lycos Chat host or other Lycos employee or representative to redress any violation of these Terms and Conditions.
- Do not access any Lycos Communities' service after your account or access has been terminated by Lycos.
- Do not upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.
- Do not interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services, including without limitation Lycos Network Chat hosts.

Violations of these Terms and Conditions in connection with the use of Lycos Communities should be reported to:

Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451
communities@lycos.com

Please read the entire Terms and Conditions as all Lycos Network properties, Products and Services are subject to these Terms and Conditions.

17. LYCOS SHOPPING

Lycos Shopping ("Lycos Shopping") is made available only to those users who are of the legal age of consent in their jurisdiction. You may not use Lycos Shopping if you have not reached that age or, in any event, if you are less than eighteen (18) years old. You may only use Lycos Shopping if you are a United States resident and may only use Lycos Shop from locations within the United States for transactions to be completed within the United States. By accepting these Terms and Conditions, you represent and warrant that you are a United States resident and are using Lycos Shopping at a location within the United States for a transaction to be completed within the United States.

Users are obligated to submit information that is true, accurate, current, and complete. By accepting these Terms and Conditions, you represent and warrant that all such information submitted by you is true, accurate, current, and complete. Users are also required to maintain and update all such information in order to ensure that it remains true, accurate, current, and complete. Each time you update such information, you represent and warrant that such information is true, accurate, current, and complete.

By submitting an order to purchase any goods or services from individual Merchants, users are obligated to complete such transactions, subject to the individual Merchant's terms and conditions governing such transactions. Users are prohibited from submitting orders to purchase goods or services where they do not intend to

complete such transactions.

Each user may use one password and may not use additional passwords. Each user is required to use his or her password for his or her own use only. Users may not permit others to use their passwords.

Users may not purchase goods or services that they are prohibited from purchasing or possessing by any law applicable to them in their jurisdictions. The responsibility for ensuring compliance with all applicable laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase and possess such goods or services.

Lycos has no partnership, joint venture, employer-employee, or franchisor-franchisee relationship with any Merchant accessible through Lycos Shopping or with any user of Lycos Shopping. Lycos cannot confirm that any particular Merchant is who that Merchant claims to be. Nor can Lycos confirm the truth or accuracy of any statements made by Merchants or control whether Merchants who post statements through Lycos Shopping will act in accordance with those statements. Lycos will not get involved in any dispute between users of the Service and Merchants accessible through Lycos Shopping.

LIKE OTHER AREAS OF THE LYCOS NETWORK PRODUCTS AND SERVICES, YOUR USE OF LYCOS SHOPPING IS SUBJECT TO THE CAPITALIZED LANGUAGE SET FORTH ABOVE REGARDING DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY. PLEASE RE-READ THOSE PROVISIONS CAREFULLY.

As with all other aspects of the Products and Services, by using Lycos Shopping, you hereby agree that you shall be responsible for all tax obligations and costs that arise from or relate to your use of Lycos Shopping, including, without limitation, tax obligations and costs for any transactions that arise from or relate to your use of Lycos Shopping.

18. LYCOS GAMESVILLE NOTICE AND DISCLAIMER

For rules governing Lycos Gamesville, [click here](#). Various games may have different or additional Official Rules posted in connection with those games.

19. DISCLAIMER REGARDING MULTIMEDIA SEARCH AND OTHER PICTURES, MOVIES, STREAMS AND SOUNDS LOCATED THROUGH THE LYCOS NETWORK SEARCH SERVICES

Pictures, movies, streams, and sounds (the "Multimedia Content") located through the Lycos Multimedia Search and other Lycos Network search services are protected by copyright and/or other intellectual property laws. Lycos does not have the right to authorize you to reproduce, distribute, publicly display, publicly perform, or create derivative works from any files containing such Multimedia Content. Where search results link to sites outside the Lycos Network, all of the Multimedia Content contained on such sites is owned and served by entities other than the Lycos. The Lycos Network provides you with the URL or address of the Multimedia Content; this information may be used to determine the server of the Multimedia Content. If you intend to make use of any Multimedia Content accessed through our site for commercial or noncommercial purposes, we strongly suggest that you contact the server of the Multimedia Content for permission to use the Multimedia Content.

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The Tax Guides found on the Lycos Network include facts, views, opinions, services and recommendations of individuals and organizations deemed of interest. The Lycos Network does not give tax or investment advice and Lycos in no way endorses any of the information in the Tax Guides. IF YOU INTEND TO USE THE TAX GUIDES, YOU SHOULD CAREFULLY RE-READ THE CAPITALIZED WORDS SET FORTH ABOVE IN THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Those provisions will have special importance to you. The Lycos Network makes the Tax Guide available subject to all of its Terms and Conditions, including the Disclaimer of Warranties and Limitation of Liability set forth above. LYCOS STRONGLY SUGGESTS THAT YOU CONTACT YOUR OWN TAX ADVISOR IF YOU HAVE ANY QUESTIONS ABOUT THE TAX LAWS OR REGULATIONS, OR ABOUT YOUR PARTICULAR TAX LIABILITY.

23. INVESTMENT INFORMATION DISCLAIMER

The Lycos Network makes available certain investment information from third party information providers (the "Investment Information Providers"). In addition, certain investment information is made available through chat areas, message boards, clubs, and BBS forums concerning investments and securities. Neither Lycos, nor any of its affiliates or Investment Information Providers, nor any of their respective

officers, employees, directors, or agents: (1) passes on the merit of any of the investments or companies listed in the Products or Services or (2) endorses or sponsors any of the investments or companies listed in the Products or Services.

IF YOU INTEND TO USE ANY INVESTMENT-RELATED INFORMATION ACCESSED THROUGH THE PRODUCTS AND SERVICES, YOU SHOULD CAREFULLY RE-READ THE CAPITALIZED WORDS SET FORTH ABOVE IN THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Those provisions will have special importance for you. The Lycos Network makes this information available subject to all of its Terms and Conditions, including the Disclaimer of Warranties and Limitation of Liability set forth above. THIS DISCLAIMER OF WARRANTIES AND THIS LIMITATION OF LIABILITY SHALL APPLY TO BOTH THE LYCOS NETWORK AND THE INFORMATION PROVIDERS.

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When using chat rooms, message boards, clubs, and BBS forums concerning investments and securities investors should be wary and cautions of any information they find. Information obtained through these sources, or through any other aspect of the Products and Services, cannot be a substitute for independent research into particular companies, industries, and investments. Investment or trading decisions should not be based on information obtained through chat rooms, message boards, or BBS discussions. The people who make such information available in such forums may not be who they claim to be or may not be affiliated with whom they claim to be. The information they make available may be incorrect, either because of mistakes or, unfortunately, because of intentional deceit. Lycos disclaims all responsibility and liability for the Content and its accuracy. The Content is provided solely for the entertainment of users.

24. PROFESSIONAL INFORMATION DISCLAIMER

The Lycos Network makes available certain information provided by third parties related to various professional fields such as medicine, law, and accounting. The Lycos Network does not give advice in any such fields and in no way endorses any of the information provided in this manner. IF YOU INTEND TO USE ANY SUCH INFORMATION, YOU SHOULD CAREFULLY RE-READ THE CAPITALIZED WORDS SET FORTH ABOVE IN THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Those provisions will have special importance for you. All information made available through the Lycos Network is made available subject to The Lycos Network' Terms and Conditions, including the Disclaimer of Warranties and Limitation of Liability set forth above.

THE LYCOS NETWORK STRONGLY SUGGESTS THAT YOU SEEK ADVICE FROM A COMPETENT PROFESSIONAL REGARDING ISSUES IN ANY PROFESSIONAL FIELD.

25. OPEN DIRECTORY DISCLAIMER

The Lycos Network makes available certain content through the Open Directory. The directories, and the underlying content, are created entirely by other parties and are solely the responsibility of such other parties. Consequently, Lycos cannot, and does not, represent or warrant the reliability, accuracy, and truthfulness of that content. Although periodically Lycos may attempt to verify the accuracy of information in the Open Directory, neither the Lycos Network nor its agents shall be held liable for any technical inaccuracies, typographical errors or inaccuracies in the links or any information in the Open Directory. In addition, the Lycos Network has no control over whether that content is of a nature that users will find inoffensive, tasteful and otherwise acceptable. The Lycos Network has NO responsibility for such content; rather, it is merely providing access to such content as a service to you. Just as when you purchase a product or service in any setting, you should exercise appropriate discretion, good judgment and caution in accessing content on the Open Directory and in taking any actions based upon that content. You bear all risk associated with any content that you access. Your accessing of any content through the Open Directory service is subject to your agreement to these Terms and Conditions. If you proceed to use the Open Directory, you thereby agree to be bound by these Terms and Conditions. The disclaimer of warranties and limitation of liability set forth in capitalized letters above apply to the Open Directory.

26. ADVERTISERS AND CONTENT LINKED TO THE LYCOS NETWORK

Lycos may provide, or third parties may provide, links to other sites or resources located on the World Wide Web by allowing a user to leave the Lycos Network to access third-party material or by bringing the third party material into this site via "inverse" hyperlinks and framing technology. Lycos has no control over such sites and resources. You acknowledge and agree that Lycos is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Lycos shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Lycos Network Products and Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Lycos shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Product and Services.

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27. THE LYCOS NETWORK LOGOS AND SEARCH BOXES

a. Linking to the Lycos Network

The Lycos Network offers a non-assignable, non-transferable, and non-exclusive license to link to the Lycos Network' web sites, using the Lycos Network logos and search boxes, subject to the following provisions. The Lycos Network logos and search boxes may be placed on a Web site for the sole purpose of creating a link to the Lycos Network and allowing users of your site to access the Products and Services on the Lycos Network. The Lycos Network logos and search boxes may not be used for any other purpose, including, among other purposes, to suggest sponsorship by, or affiliation with, or endorsement by the Lycos Network. The Lycos Network logos and search boxes may only be used in accordance with the Lycos Trademark Usage Guidelines and the instructions found at the <http://www.lycos.com/linktolycos.html> link, the <http://www.hotbot.com/help/tools/> link, and the http://www.whowhere.lycos.com/AboutWW/link_to_ww.html link, and may only be used in the exact size, shape, colors, design, and configuration as found on those web pages. The Lycos Network logos and search boxes may not be altered in any manner. The Lycos Network logos and search boxes must appear by themselves, with reasonable spacing (at least the height of the logo) between each side of the applicable logo or search box and other graphic or textual elements. The Lycos Network logos and search boxes may not be used to disparage the Lycos Network, its products or services, or in a manner which, in Lycos's reasonable judgment, may diminish or otherwise damage Lycos's good will in the Lycos Network logos. By using any such Lycos Network logo or search box, you acknowledge that the Lycos Network has exclusive rights to the logo or search box, and that all good will generated through your use of the logo or search box will inure to the benefit of the Lycos Network. If you use the Lycos Network logos or search boxes, you must include appropriate attribution, for example: "Lycos® is a registered trademark of Carnegie Mellon University, licensed to Lycos, Inc." Lycos reserves the right to revoke this license or to alter its terms from time to time, for any or no reason, with or without notice. Lycos reserves the right to take action against any use that does not conform to these provisions.

b. Permissions

If you would like permission to use any Lycos trademark, logo, service mark, trade dress, slogan, screen shot, copyrighted design, or other brand feature, then please review the Lycos Trademark Usage Guidelines.

Once you have reviewed our Guidelines, please email the Permissions Agent at permissions@corp.terralycos.com, specifying from which Product or Service you would like to use information. The Permissions Agent will contact you with the Permission Form. Your request will be processed once we receive your completed Permission Form. Please note that Lycos grants permission only on a per-item, per-project basis.

Your request will be processed once we receive your completed Permission Form. You will typically receive a response within ten (10) business days. If your request is approved, that approval will be expressly subject to the above-referenced Guidelines as well as all additional terms set forth in Lycos'

Permission Approval Letter.

Approved Lycos Network logos and search boxes may be downloaded and used to link to the Lycos Network, without specific, written permission.

Downloads and terms of use can be found at
<http://www.lycos.com/lycosinc/legal.html#Network>.

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29. INDEMNITY AND RELEASE

By using the Lycos Network web sites you agree to indemnify Lycos, Inc. and its parents, subsidiaries, affiliates, officers, employees, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Lycos Network web sites, your use of the Products and Services, or your submission of ideas and/or related materials to Lycos or from any person's use of any account or password you maintain with any portion of the Lycos Network, regardless of whether such use is authorized by you. By using the Lycos Network, using the Products and Services, or submitting any ideas and/or related materials to Lycos, you are hereby agreeing to release Lycos and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to Lycos. **YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES**

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

30. LIMITATION OF ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the Lycos Network or the Products and Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

31. COPYRIGHT, TRADEMARK, AND PATENT NOTICES

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Lycos' spider technology is protected by U.S. Patent No. 5,748,954.

Lycos' Wisewire technology is protected by U.S. Patent No. 5,867,799.

Lycos' Pro technology has been assigned U.S. Patent Pending No. 08-880923.

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Jeremy Abraham
Lycos, Inc.
100 Fifth Avenue
Waltham, Massachusetts 02451
Telephone: (781) 370-2700
Fax: (781) 466-7000
Email address: copyright@lycos-inc.com

Please put "Notice of Infringement" in the subject line of all such notifications. When Lycos removes or disables access to any material claimed to be infringing, Lycos may attempt to contact the user who has posted such material in order to give that user an opportunity to respond to the notification, although Lycos makes no promise to do so. Any and all counter notifications submitted by the user will be furnished to the complaining party. Lycos will give the complaining party an opportunity to seek judicial relief in accordance with the DMCA before Lycos replaces or restores access to any material as a result of any counter notification.

33. ARBITRATION, GOVERNING LAW AND FORUM FOR DISPUTES

Unless expressly stated to the contrary elsewhere within the Products and Services, all legal issues arising from or related to the use of the Products and Services shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the Commonwealth of Massachusetts [applicable to contracts entered into and wholly to be performed within said state.] Any controversy or claim arising out of or relating to these Terms and Conditions or any user's use of the Products and Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Boston, Massachusetts, and judgment on the arbitration award may be entered into in any state or federal court in Massachusetts having jurisdiction thereof. Any party seeking temporary or preliminary injunctive relief may do so in any state or federal court in Massachusetts having jurisdiction thereof. Except as set forth above, the state and federal courts of Massachusetts shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Terms and Conditions or any user's use of the Products and Services. By using the Products and Services and thereby agreeing to these Terms and Conditions, users consent to personal jurisdiction and venue in the state and federal courts in Massachusetts with respect to all such disputes.

34. CHANGES IN TERMS AND CONDITIONS AND CHANGES IN PRODUCTS AND SERVICES

The Lycos Network reserves the right to modify the Products and Services from time to time, for any reason, and without notice, including the right to terminate the Products and Services. The Lycos Network reserves the right to modify these Terms and Conditions from time to time, without notice. Please review these Terms and Conditions from time to time so you will be apprised of any changes.

35. MERGER

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes any other agreement, proposals and communications, written or oral, between Lycos' representations and you with respect to the subject matter hereof; except that any other terms and conditions located on any individual Lycos Network web site or in connection with the Products and Services are incorporated herein by reference to the extent they do not conflict with these Terms and Conditions. To the extent that any other terms and conditions or terms of service conflict with these Terms and Conditions, those other provisions shall control with respect to the use of the particular web site and any Products or Services available on or through the web site or the respective Product or Service at which those other provisions may be found.

36. NON-WAIVER AND SEPARABILITY

Lycos' failure to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of these Terms and Conditions to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of these Terms and Conditions remain in full force and effect.

37. RELATIONSHIP OF PARTIES

You acknowledge and agree that you and Lycos are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party pursuant to these Terms and Conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

38. NO RESALE, ASSIGNMENT, OR SUBLICENSING

You agree not to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under these Terms and Conditions without prior express written authorization of Lycos.

39. SUCCESSORS AND ASSIGNS

Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

40. TERMINATION; SURVIVAL

These Terms and Conditions shall continue in effect for as long as you use the Products and Services, unless specifically terminated earlier by Lycos. All provisions of these Terms and Conditions which impose obligations continuing in their nature shall survive termination of these Terms and Conditions.

41. COMMUNICATIONS WITH USERS

You consent to receive communications from Lycos concerning your use of the Products and Services ("Communications"). The Communications may be those that Lycos is required to send to you by law concerning the Products and Services ("Required Communications"). The Communications may also be those that Lycos sends to you for other reasons. You consent to receive Communications electronically. Lycos may provide these Communications to you by sending an email to the email address you provided in connection with your account or by posting the Communication on the Lycos Network. You also consent to receive Communications by telephone or by postal mail sent to the postal address you provided in connection with your account. You may change the email or postal address to which Lycos sends Communications by visiting your account information page.

For a period of 120 days from the date that Lycos first provided a Required Communication to you in electronic form, you may request a paper copy of such Required Communication by sending a request to Lycos, Inc., 100 Fifth Avenue, Waltham, MA 02451, Attention: Customer Service (the "Customer Service Address"). Lycos may charge a reasonable fee for providing paper copies. You may, without payment of special fees, withdraw

EXHIBIT "2"

From the desk of Michael J Zwebner
Suite 12F
407 Lincoln Road
Miami Florida 33139
Tel 305 672 6344
Email: MJZwebner@Sprynet.com

April 12th 2002

Legal Department
Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451

Letter sent by Mail, Fax and Email to :
communities@lycos.com

Dear Sir / Madam,

I write to you once again regarding several posters on the UCSY web chat line on Raging Bull.

Over the past year, I have had occasion to write to you on many occasions complaining about certain posters that are both defaming me, libeling me, making false and accusatory statements, and generally acting against the Raging Bull Terms Of Service. My Complaints seem to go unanswered, and your organization seems more intent in protecting the anonymity and continuity of the posters, with total disregard to the victim here (myself)

I have told you several times in then past that I will take legal action, and file suit against YOUR organization if you continue to ignore me, and continue to allow this unabated onslaught of slander and libel.

Page 2

The two main aliases that I am bringing to your attention this time, are: **“Tobias95”, and “CrawleySmith”**. I suggest you look at their postings and see for yourself the vulgarity, evilness, and defamatory nature of their posts. For your information, “CrawleySmith” is none other than Mr Roberto G Villasenor, who has used some 15 other aliases already on Raging Bull, and one that you have deleted many times over. He seems to return with absolute impunity, and your company seem totally uninterested in enforcing your own terms of service.

I have now again written to you, and expect to see your dealing with this matter soonest. I again here repeat some of the facts previously brought to your attention.

On Raging Bull, I have been attacked on line, accused of being a criminal, accused of everything from being a member of the Mafia, Running a Criminal Gang, Murder to Money Laundering, to Stock Manipulation, Fraud, acting illegally etc. I have also been accused on line of being a homosexual, and as a result of all these outrageous postings, I have suffered severe pain, both emotional and physical, and my general health has suffered badly.

I have and also suffer from accusations that have severely impeded my business activities, and I believe that the shareholder base of my companies have suffered too as a result of these posts. I have lost substantial sums of Money as a result of these posts.

For the record, (other than for driving offenses) I HAVE NEVER BEEN ARRESTED, INDICTED OR CONVICTED NOR EVEN INVESTIGATED BY ANY LAW ENFORCEMENT, SEC, FBI, DEA, OR ANY GOVERNMENT AGENCY for any crime, WHATSOEVER.

I am not going to re-post his postings here in this letter, as you are well able to access the UCSY and TVCP chat lines, and see for your self the level and ferocity of his blatant lies and false postings. I request you do take a serious look at his postings, and then decide what action you wish to take.

Page 3.

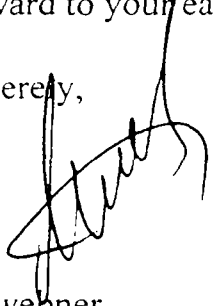
I would like to hear from you soonest as to what action you propose to take to stop these personal attacks. Nothing less than a complete ban on this type of posting is acceptable. **THIS FALLS UNDER YOUR RULES.**

Depending on your responses, and the actions you decide to take, I will decide with my legal advisors the next action we will have to take to stop this outrageous behavior. If necessary, we may have NO choice but to file a law suit against LYCOS for the unending facilitation of the Raging Bull medium for these attacks.

I trust you will work with me on this matter to help resolve this situation.

I look forward to your early response.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Michael Zwebner', written over the 'Yours sincerely,' text.

Michael Zwebner.

From the desk of Michael J Zwebner
Suite 12F
407 Lincoln Road
Miami Florida 33139
Tel 305 672 6344
Email: MJZwebner@Sprynet.com

April 19th 2002

Legal Department
Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451

Letter sent by Mail, Fax and Email to :
communities@lycos.com

FINAL WARNING

Dear Sir / Madam,

I write to you today for the last time.

You have ignored all letters, requests and warnings to clean up the hateful malicious and defamatory posts that continue to appear on the UCSY and TVCE chat lines on Raging Bull.

Your organization in the ongoing quest for greed, for I cannot fathom any other logical reason, is continuing to protect the very posters that you have on many occasions either deleted and or suspended, and despite my TOS's and letter to you detailing exactly the posters and even the postings too, you have and continue to fail to enforce your own set rules and regulations and terms of service.

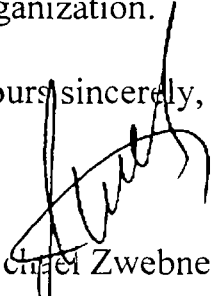
Over the past year, I have written to you on many occasions complaining about certain posters that are both defaming me, libeling me, making false and accusatory statements, and generally acting against the Raging Bull Terms Of Service. My Complaints continue to go unanswered, and your organization is either inept, uncaring, or is more intent in protecting the anonymity and continuity of the posters, (obviously for financial gain) with total disregard to the victim here (myself)

I have offered on many occasions to work with you to clean up and resolve this situation. You do not even have the courtesy to reply to my correspondences.

I have told you several times in then past that I will take legal action, and file suit against YOUR organization if you continue to ignore me, and continue to allow this unabated onslaught of slander and libel.

As a result of your total neglect, failure to act, breach of contract, and apathy to reality, I hereby inform you that this letter shall serve to inform you that legal documents will shortly be filed in court, and served on your organization.

Yours sincerely,



Michael Zwebner.

From the desk of Michael J Zwebner
Suite 1058
The Jockey Club 3
11111, Biscayne Boulevard
Miami Florida 33181
Tel / Fax 305 893 6759
Email: MJZ@Sprynet.com

December 6, 2002

Legal Department
Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451

Letter sent by Mail, Fax and Email to :
communities@lycos.com

Dear Sir / Madam,

I write to you as both a private individual, but also as a chairman and director of a Public Company.

My name is Michael J Zwebner, and I reside at the above address while in the USA. I am a dual citizen of the UK and Israel and my permanent home is in the UK.

I have been the chairman of Talk Visual Corporation (TVCP) since I founded the company back in 1998, and since November 2001, I am also the chairman of Universal Communications Systems Inc. (UCSY)

Since January 1999, I have been subjected to malicious posters on the Raging Bull chat line, and have had no choice but to resort to legal law suits against the posters to clean my name and stop the false posts.

There have been a number of bad posters, such as DEAN DUMONT, LES FRENCH, GARY DOBRY, THE WORM_06, ETC.

((I have filed law suits against some of these posters, and have WON 3 separate cases. In 2 of the cases, I was awarded \$1 million judgments))

On Raging Bull, I have been attacked on line, accused of being a criminal, accused of everything from being a member of the Mafia, Running a Criminal Gang, Murder to Money Laundering, to Stock Manipulation, Fraud, acting illegally etc. I have also been accused on line of being a homosexual, and as a result of all these outrageous postings, I have suffered severe pain, both emotional and physical, and my general health has suffered badly.

I have and also suffer from accusations that have severely impeded my business activities, and I believe that the shareholder base of my companies have suffered too as a result of these posts. I have lost substantial sums of Money as a result of these posts.

For the record, (other than for driving offenses) I HAVE NEVER BEEN ARRESTED, INDICTED OR CONVICTED NOR EVEN INVESTIGATED BY ANY LAW ENFORCEMENT, SEC, FBI, DEA, OR ANY GOVERNEMENT AGENCY for any crime, WHATSOEVER.

This particular poster WORM_06, has been kicked out of NASDAQ, convicted of fraud, and had his Securities Licenses revoked. I believe his modus operandi had been to manipulate the price of shares, and attempt to make money that way.

On many occasions, (I have records of at least 15 separate times) I have TOS'd posts from an alias called WORM_06, and have written to you to complain about his false and vicious postings against me.

In March of 2000, using the firm of Bingham Dana LLP, I filed a law suit against him in Boston, MA, but after a year in court pleadings, it became apparent that all legal actions against him were useless as he is "penniless and essentially judgment proof".

I am not going to re-post his postings here in this letter, as you are well able to access the UCSY and TVCP chat lines, and see for your self the level and ferocity of his blatant lies and false postings. I request you do take a serious look at his postings, and then decide what action you wish to take.

My letter to you is to bring his posts to your attention, and also to remind you that his posts violate almost all of your conditions of use, of which I have reprinted sections herewith, and marked with bold and underline, the relevant paragraphs.

I would like to hear from you early next week as to what action you propose to take to stop these personal attacks. Nothing less than a complete ban on this type of posting is acceptable. THIS FALLS UNDER YOUR RULES.

Depending on your responses, and the actions you decide to take, I will decide with my legal advisors the next action we will have to take to stop this outrageous behavior. If necessary, we may have NO choice but to file a law suit against LYCOS for the unending facilitation of the Raging Bull medium for these attacks.

I trust you will work with me on this matter to help resolve this situation.

I look forward to your early response.

Yours sincerely,

Michael Zwebner.

16. LYCOS COMMUNITIES GUIDELINES - CHAT, CLUBS, AND MESSAGE BOARDS

Users of Lycos Communities, which includes all Lycos Network chat, clubs, and message boards are expected to adhere to the guidelines below and are expected not to engage in any of the Prohibited Conduct described above.

Any user failing to comply with these Terms and Conditions may be expelled from a chat room, a club, or a message board by a Lycos moderator or host, and Lycos may terminate or restrict such user's Lycos Network accounts.

In addition, Lycos may remove any Content that violates these Terms and Conditions or is otherwise objectionable, in Lycos' sole discretion. No child under the age of 13 may participate in Lycos Communities, including all chat, clubs, or message boards offered throughout the Lycos Network.

Please read all the Prohibited Conduct described above before using the Lycos Communities' services, and keep in mind the following when using the Lycos Communities' services:

- **All information you submit in registering must be true, accurate, current, and complete** (apart from optional items).
- Do not rely on any information relating to investments or professional advice without first reading the Investment Information Disclaimer and Professional Information Disclaimer below. Remember that people on the Internet are not always who they say they are and do not always publish truthful statements. Lycos cannot and does not ensure the accuracy of such statements.
- **Do not upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.**
- **Do not stalk or otherwise harass other users.**

- **Do not upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.**
- Do not upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- Do not impersonate any person or entity, including, but not limited to, a Lycos Network official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Do not upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose
- Do not disrupt the normal flow of dialogue in a chat room, cause a screen to "scroll" faster than other users of the Products and Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- **Do not disobey any Lycos Chat hosts, moderators, or other Lycos employee or representative or interfere with any action by any Lycos Chat host or other Lycos employee or representative to redress any violation of these Terms and Conditions.**
- **Do not access any Lycos Communities' service after your account or access has been terminated by Lycos.**
- **Do not upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.**
- **Do not interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services, including without limitation Lycos Network Chat hosts.**

Violations of these Terms and Conditions in connection with the use of Lycos Communities should be reported to:

Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451
communities@lycos.com

From the desk of Michael J Zwebner
Appt 1058, The Jockey Club 3
11111, Biscayne Boulevard
Miami FL 33181
Tel / Fax 305 893 6759
Email mjzwebner@sprynet.com

December 21st 2002

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

Yesterday, I spoke to you on the phone for a few moments, and you kindly returned the call to my attorney Mr. Mark Van Wagoner from Salt Lake City and discussed the matter of Roberto Villasenor, alias The Worm_06. As a result of our complaint(s) and your investigations, you correctly decided to delete several days postings and ban him from any further postings on RB. For this decision, I thank you.

However, there is still a further problem.

Specifically, on July the 8th 1999, a US District Judge, in New Hampshire, passed down a "Stipulated Protective Order" in a case I brought against a number of Internet posters using different aliases. I am faxing you the relevant order under separate cover. Essentially, the Judge ordered that the documents supplied and delivered by the parties to each other in the case were to be "sealed" as the information contained therein was confidential. There were specific rules and terms for either party to adhere to if the documents were to be passed on to any third parties.

The third parties themselves were also governed by these rules, and no information or data from these documents was to be made public without specific permission from the parties.

It now transpires that Mr. Roberto Villasenor (alias the worm_06) illegally obtained copies of the documents, (how this transpired is now under investigation) and has been posting data and information from the contents, **IN DIRECT VIOLATION OF THE COURT ORDER**. As he has posted many thousands of postings on TVCP, UCSY, YAKC, and other chat lines, it is an almost impossible task for us to go check each and every post, in order to ascertain the ones that are in violation of the court order.

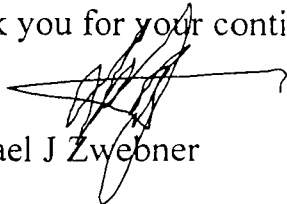
I therefore respectfully request from you to further delete all his postings going back to January 2000. (to when he first registered).

Quite aside of his illegally posting of messages in direct violation of the judge / court order, most of his postings violate Raging Bull's own terms and conditions of service. **Many of his messages posted are a classic example of hate, malice, personal attacks, harassment and are libelous, slanderous and in the main, an invented concoction of lies and fabrications as well as false insinuations.**

I myself have personally TOS'd his posts to your TOS department no less than 15 times, and in response, your office has indeed erased many of his posts in the past. In addition, for your information, an alternate chat line has also deleted hundreds of his posts too.

If you have any questions in this regard, please feel free to call me at any time to my home numbers above, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.



Michael J Zwebner

Cc Mark Van Wagoner

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

April 14th 2003

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

In December of 2002, My attorney Mark Van Wagoner called you and complained about a poster called Roberto Villasenor, using the alias The Worm_06. After hearing his complaint and after doing your own investigations, you deleted his postings, and banned his alias from posting on Raging Bull.

In short order, he re-appeared as The Worm_06A. This alias too you deleted.

**He has now AGAIN returned onto Raging Bull,
and is posting again now as SCRI_852.
He registered on March 21st 2003, and is once
again posting malicious and vicious posts.**

I am asking you again to delete his alias and his posts.

I do also need to remind you that we still have a problem.

Specifically, on July the 8th 1999, a US District Judge, in New Hampshire, passed down a “Stipulated Protective Order” in a case I brought against a number of Internet posters using different aliases. I am faxing you the relevant order under separate cover. Essentially, the Judge ordered that the documents supplied and delivered by the parties to each other in the case were to be “sealed” as the information contained therein was confidential. There were specific rules and terms for either party to adhere to if the documents were to be passed on to any third parties.

The third parties themselves were also governed by these rules, and no information or data from these documents was to be made public without specific permission from the parties.

It now transpires that **Mr. Roberto Villasenor (alias the worm 06) and now as SCRI 852** illegally obtained copies of the documents, (how this transpired is now under investigation) and has been posting data and information from the contents, **IN DIRECT VIOLATION OF THE COURT ORDER**. As he has posted many thousands of postings on TVCP, UCSY, YAKC, and other chat lines, it is an almost impossible task for us to go check each and every post, in order to ascertain the ones that are in violation of the court order.

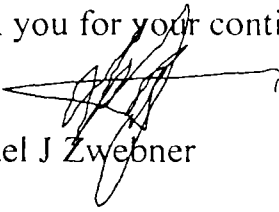
I therefore respectfully request once again, that you to further delete all his postings going back to January 2000. (to when he first registered).

Quite aside of his illegally posting of messages in direct violation of the judge / court order, most of his postings violate Raging Bull’s own terms and conditions of service. **Many of his messages posted are a classic example of hate, malice, personal attacks, harassment and are libelous, slanderous and in the main, an invented concoction of lies and fabrications as well as false insinuations.**

I myself have personally TOS'd his posts to your TOS department no less than 15 times, and in response, your office has indeed erased many of his posts in the past. In addition, for your information, an alternate chat line has also deleted hundreds of his posts too.

If you have any questions in this regard, please feel free to call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.



Michael J Zwebner

Cc Mark Van Wagoner

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

April 29th 2003

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

You will recall my letter to you of April 14th 2003, in which I brought to your attention the new aliases of Roberto Villasenor, whos original alias, the worm_06 was deleted by yourself back in December, and since then you also deleted and cancelled his posts for which he re-registered as the worm_06A, then SCRI_852, and now he is back again as no insiders

This poster totally disregards your actions, and your terms and rules of registration.

**He has now AGAIN returned onto Raging Bull,
and is posting again now as “no_insiders”
He registered on April 18th 2003, and is once again
posting malicious and vicious posts.**

I am asking you again to delete his alias and his posts.

You can see from his posts that he is just repeating the posts of the worm_06, (himself) and I post here one of his many reposts as an example.

By: no insiders
28 Apr 2003, 06:17 PM EDT

Msg. 12478 of 12513

Jump to msg. #

By: the_worm06
14 Dec 2002, 02:15 AM EST Msg. 5765 of 12477
Jump to msg. #
A MESSAGE TO THE FOLLOWING PEOPLE:

Gene Rosov
Michael Cuzner-Charles
Anthony Heller
Clint Snyder
John Daly
Mark Tolner
Mohamed Haddid
Herbert Becker
Mark Van Wagoner
Alexander H. Walker Jr.
Carlos Duran
Richard Sablon
Jonathan Greenwood
Steve Cunningham
Andy Cunningham
Rick Cunningham
Cheryl Cunningham
Gina Maura
Dean Dumont
Joe Lanza
Jayne Lanza
Luke Rosov
etc
etc
etc

GUESS WHAT MICHAEL J. ZWEBNER IS GOING TO DO WHEN HE FINALLY GETS CHARGED WITH FRAUD, STOCK MANIPULATION, INSIDER TRADING AND MONEY LAUNDERING,.....

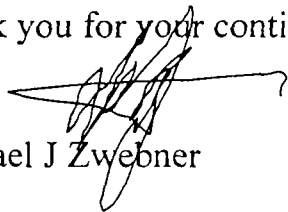
..... IN ORDER TO AVOID A 30 YEAR JAIL TERM?

This is a vile post, and is a personal attack on myself.

I guess you can investigate this poster, and ascertain his true identity.

If you have any questions in this regard, please feel free to call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.

A handwritten signature in black ink, appearing to read 'Michael J. Zwebner', with a long horizontal stroke extending to the right.

Michael J Zwebner

Cc Mark Van Wagoner - Attorney

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

April 30th 2003

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

I faxed you a letter yesterday relating to the poster (Roberto Villasenor) who is now using the alias;

“ no insiders ” mainly on the UCSY and TVCP boards on RB.

This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles Ca.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

I am asking you to stop his posts, and tell him in no uncertain terms that he cannot continue to re-register each and every time you suspend or cancel his alias.

I reprint here some of the text of my last fax to you.

“” You will recall my letter to you of April 14th 2003, in which I brought to your attention the new aliases of Roberto Villasenor, whose original alias, the worm_06 was deleted by yourself back in December, and since then you also deleted and cancelled his posts for which he re-registered as the worm_06A, then SCRI_852, and now he is back again as “no insiders””

This poster totally disregards your actions, and your terms and rules of registration.

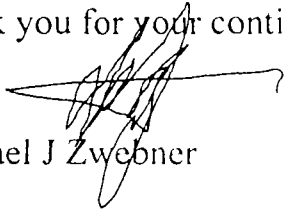
He has now AGAIN returned onto Raging Bull, and is posting again now as “no _ insiders” He registered on April 18th 2003, and is once again posting malicious and vicious posts.

I am asking you again to delete his alias and his posts.

I guess you can investigate this poster, and ascertain his true identity.

If you have any questions in this regard, please feel free to call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.


Michael J Zwebner

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

August 5, 2003

Mr. Jamie Carney
Raging Bull
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX // OFFICIAL WARNING AND NOTICE.

Dear Mr. Jamie Carney,

I have reached the end of the tether with regards your company's ability to comply with your own stated "terms of use" and conditions of posting.

I have in the past few days TOS'ed several posters, and demanded that you delete both the posts and the posters aliases. You have not complied with these requests, nor have you acted in accordance with your contractual obligations. In the latest TOS's I brought your attention to poster **"65175R"** who I have identified is poster (Roberto Villasenor) who is now using this new alias.

He has previously posted under alias "theworm_06" (as well as several others) This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles Ca.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

This is only ONE of the terms of use that this poster is in transgression. In my view, he is acting in direct disregard of almost ALL YOUR RULES.

It seems your company / organization is either incapable or unwilling or deliberately failing to enforce the very terms of use and conditions of posting that YOU yourselves contract all your registered users to. You are therefore guilty of "Breach of Contract" in this regard, and I am suffering as a result of your actions or inactions.

I have now written to you too many times, and yet you fail to deal with this matter. Therefore, I will have to resort to other actions to stop this nonsense, and your indifference to what is transpiring on your web/chat sites.

If you have any questions or comments or wish to discuss this matter with me, you may call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529. This the last time I plan to write to you on this matter.

You have now been put on notice !.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael J Zwebner", with a long horizontal line extending to the right.

Michael J Zwebner

CC Mark Van Wagoner - Attorney

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

August 7th, 2003

Mr. Jamie Carney
Raging Bull
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX // FINAL OFFICIAL WARNING AND NOTICE.

Dear Mr. Jamie Carney,

I AM NOW WRITING TO YOU FOR THE LAST TIME. I have reached the end of the tether with regards your company's responses or lack of responses and your total inability to comply with your own stated "terms of use" and conditions of posting on the Raging Bull chat sites.

Over the past few days I have TOS'ed several posters, and demanded that you delete both the posts and the posters aliases. You have not complied with these requests, nor have you acted in accordance with your contractual obligations. In the latest TOS's I brought your attention to poster **"65I75R"** who I have identified for you as poster (Roberto Villasenor) who is now using this new alias. He has previously posted under alias "theworm_06" (as well as several others) This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles Ca.

Aside of the endless harassment, false innuendoes, personal attacks and disgraceful public behavior that this poster is enacting, you are failing to honor the very terms of your own contracts with members which you have entered into.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

This is only ONE of the terms of use that this poster is in transgression. In my view, he is acting in direct disregard of almost ALL YOUR RULES.

It seems your company / organization is either incapable or unwilling or deliberately failing to enforce the very terms of use and conditions of posting that YOU yourselves contract all your registered users to. You are therefore guilty of "Breach of Contract" in this regard, and I am suffering as a result of your actions or inactions.

I have now written to you too many times, and yet you fail to deal with this matter. Therefore, I will have to resort to other actions to stop this nonsense, and your indifference to what is transpiring on your web/chat sites.

This is the last time I plan to write to you on this matter. My next communication with your organization will be a court filed complaint.

You have now been put on notice !.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael J Zwebner", with a long horizontal line extending to the right.

Michael J Zwebner

CC Mark Van Wagoner - Attorney

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

October 1, 2003

Mr. Jamie Carney
Raging Bull
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX // Email and sent by Mail.

Dear Mr. Jamie Carney,

Once again, I am forced to write to you in regards Roberto Villasenor Jr., alias the Worm_06, that you have so many times deleted and barred from posting on Raging Bull.

He has now re-registered and posts again as : “**Henry_Johnson123**”

Just like “65175R” who I have identified is poster (Roberto Villasenor) this new alias, is now being used by the same person. He has previously posted under numerous aliases including “**theworm 06**” (as well as several others) This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles CA.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases ; Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

Page 2 / Lycos

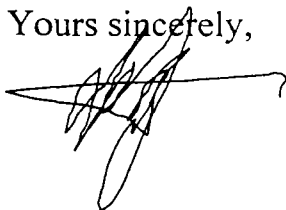
This is only ONE of the terms of use that this poster is in transgression. In my view, he is acting in direct disregard of almost ALL YOUR RULES.

It seems your company / organization is either incapable or unwilling or deliberately failing to enforce the very terms of use and conditions of posting that YOU yourselves contract all your registered users to. You are therefore guilty of "Breach of Contract" in this regard, and I am continuing to suffer as a result of your actions or inactions.

If you have any questions or comments or wish to discuss this matter with me, you may call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

This the last time I plan to write to you on this matter.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael J Zwebner", written over a horizontal line.

Michael J Zwebner

CC Mark Van Wagoner - Attorney

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Terra Lycos
100 Fifth Avenue
Waltham MA 02451

November 30, 2003

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I am in receipt of your letters dated November 14th and 21st. Although the letters contain no cognizable legal bases for an objection to a Federal subpoena and neither was filed with the Florida Federal Court, I will treat your letters as an objection under Federal Rule of Civil Procedure 45.

Because I believe that Terra Lycos (hereinafter Raging Bull) has no legitimate objection to the production of this information, as I will set out below, I intend to bring a motion under Rule 45 to compel the production of the information I have subpoenaed.

Let me begin with the stated grounds in your November 14 letter. First, you object to the fact that I have requested the names of 75 usernames all of which have posted either threatening or defamatory information on your Raging Bull website. You suggest that I may not request information about individuals who are not specifically named in the Complaint. In this position you fail to understand that I cannot name any person without information regarding that person's name or address. The complaint is against a number of unknown individuals, identified only by a John Doe listing. It is clear that I am seeking the true names of these other posters so I may exercise my legal rights.

This is legitimate discovery. Indeed, it is essential discovery. It does not and should not make a difference to Terra Lycos that I have a subpoena to uncover the truth about posters who have injured and continue to injure me on your Web chat lines.

You also suggest that the preservation of the anonymity of these posters is your concern. That position is not, however, consistent with the contractual relationship you purport to establish with each poster that registers with Raging Bull. Under your agreement with each poster, “[a]ll Lycos Network registrations become the exclusive property of Lycos, its affiliates and subsidiaries.” Contrary to your letter, Terra Lycos owns the registration information and the posters have no legal interest remaining in the registration. To solidify this legal position, Terra Lycos has required each registrant to not only release Terra Lycos from any liability for the use of this information but to require each poster to indemnify Terra Lycos for any possible loss to the company. Despite the vacant language of your letters, you must be familiar with the language of paragraph 29. Let me quote only a portion:

By using the Lycos Network, using the Products and Services, or submitting any ideas and/or related materials to Lycos, you are hereby agreeing to release Lycos and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to Lycos.

Most telling, however, is Raging Bull’s clear contractual agreement with these posters that it will not protect anyone’s anonymity. Your letter is in direct conflict with the contractual terms set out on the Raging Bull web site. Can I not rely on this? Can anyone?

Lycos will disclose information about individual users to governmental or judicial authorities or law enforcement agencies, or to other individuals or entities in response to subpoena, court order, or other legal process. (Emphasis added)

Raging Bull has already exceeded its contractual obligations by notifying each of the potentially affected posters that, “[w]e [Raging Bull] intend to comply with the subpoena on November 20, 2003. Unless, before that date we receive notice that you have filed a motion to quash the subpoena in the appropriate court.” To be sure, you have reversed yourselves and made a conscious choice to ignore your own terms of service. You have done so, in large measure, I believe, in response to pressure from this same group of nameless defamers who populate your board and post the most vile canards in plain violation of your terms of service.

Finally, you make a general, unsupported claim that compliance with this subpoena “creates an undue burden” on Terra Lycos. While I have no specific knowledge of the electronic filings of your company, I find this assertion hard to believe. Even in my rudimentary EDP work, I could easily create a record for each of these posters, by username, and call up all of the information regarding such a poster by enacting a few simple clicks. In your recitation of the terms and conditions of doing business with your company, you make it clear that you intend to share the personal information of these posters with many other companies, including third parties. Your eagerness to divulge this “secret” information to third parties undercuts your bland claim of burden.

Your November 24, 2003 letter which objects to providing information concerning only one poster rehearses the arguments I have already addressed and raises a question regarding service of the subpoena. You cite Rule 45(a)(2) without quotation. I am not a lawyer, but the following language from that subparagraph seems to support my position: “a subpoena for production or inspection shall issue from the court for the district in which the production or inspection is to be made.” Because the inspection is to be made in Florida, it seems to me that the Florida Court is the appropriate Court to issue the subpoena. Further, the sections of Rule 45 that give guidance regarding the Court’s power to quash or modify a subpoena do not cite your objection as a ground. To the contrary, because I have not required you or any officer of Terra Lycos to attend in Florida, it appears to me that you do not have grounds to quash or modify the subpoena.

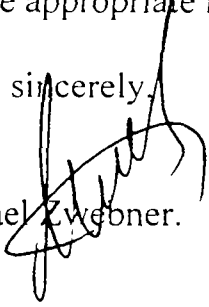
Clearly, I intend to seek relief from the Court by way of a Motion to Compel. Before I do so, however, I understand from the Court's Local Rules, that I should undertake with you a "good faith effort to resolve the issues raised in the discovery motion." Let me address the issues and my proposal for a resolution with you.

First, with regard to the number of posters to be identified I would be willing, without waiving my rights to seek further names at a later date, to designate a lesser number of posters. Will this make any difference to your position? In this regard, however, I would request that you set out to me the "burden" on Raging Bull associated with producing this information.

Second, I would be willing to arrange to inspect or accept the production of any of this information at your offices. This would obviate any concerns the company could have regarding the supposed failure to issue the subpoena from a Massachusetts Court. Of course, I could arrange to have such a subpoena issued, but it seems to me that such a course merely multiplies my expense without any benefit to you except, possibly, to appease and protect this same group of bashers.

Please let me hear from you immediately. You may email me with your response. If I have not heard from you by the close of business on December 5, 2003, I will assume that you are unwilling to attempt to resolve these issues in good faith and I will make that certification to the Court and file the appropriate motions.

Yours sincerely,


Michael Zwebner.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Terra Lycos / Raging Bull
100 Fifth Avenue
Waltham MA 02451

December 29th, 2003

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I draw your attention to Poster alias: "quondo1" who is posting on Raging Bull UCSY chat line. His most recent posts are totally outrageous, and almost each and every one is defamatory, harassing and transgresses YOUR own terms of service.

I have brought the attention of Raging Bull / Lycos on numerous occasions that this poster is none other than Roberto Villasenor Jr., alias 'the_worm06' alias = "no_insiders" alias = "SCRI_852" alias = "The Worm_06A" alias = "65175R" alias = "Henry_Johnson123"., all of whom YOUR organization has deleted many times, each occasion with the notion that he was not to return.

Let me remind you that the terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Mr. E. Solowey, - Attorney
Terra Lycos Inc / Raging Bull
100 Fifth Avenue
Waltham MA 02451

December 30th 2003

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I draw your attention to Poster alias: **“quondo1”** who is posting on Raging Bull UCSY chat line.

As you must certainly know, this is the most recent alias of Roberto G. Villasenor, Jr., who has used, among others, the following aliases: **“the_worm06”**; **“no_insiders”**; **“SCRI_852”**; **“The Worm_06A”**; **“65175R”**; **“Henry_Johnson123”**. He has now again reposted several times a defamatory article from the Mail on Sunday. Before I was aware that he was essentially “judgment proof,” I previously sued him over the publication of these canards. In addition to this republication of foul defamation, his other recent posts are outrageous, harassing and transgresses your own terms of service.

I have brought Mr. Villasenor to the attention of Raging Bull / Lycos on numerous occasions, (letters, faxes and emails to Jamie Charney) and you have previously determined that he would not be permitted to use your service. Let me remind you that the terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

If your terms of service mean anything, Mr. Villasenor should have no access to your boards. If you cannot police this one wild poster, it may mean that your supposed rules are merely illusory and, perhaps, misleading to the general public. Even if Mr. Villasenor's current posts were not defamatory, harassing and in plain violation of your published rules, those posts should be deleted and the poster's ISP or other addresses should be blocked because of prior violations. It is outrageous that you have and continue to allow this poster to continue to return to RB, and post the lies and false insinuations that he does, with total impunity.

Others of your clients have defamed me and I have attempted merely to find a real name so I can confront these cyber-cowards in Federal Court. Despite your published statements to the contrary, you have interfered with legal processes to protect these posters who violate your terms of service.

Here, then is another clear opportunity for your company to demonstrate what it considers to be integrity. Will you protect this poster? Do your terms of service have meaning? I believe that you act in arbitrary and capricious ways to essentially void your public agreements and to act as a publisher as that term is defined in Internet law.

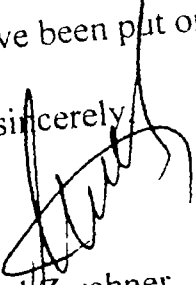
I DEMAND YOU IMMEDIATELY STOP THESE POSTS, DELETE THEM AND BLOCK THE POSTER PERMANENTLY.

I have now written to your organization on many, many occasions. You seem totally either unable or unwilling to take action, and enforce YOUR own terms of service. You seem to want to leave me no option but to resort to legal action against your company.

Page 3

You have been put on notice for the last time.

Yours sincerely,


Michael Zwebner.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Mr. E. Solowey, - Attorney
Terra Lycos Inc / Raging Bull
100 Fifth Avenue
Waltham MA 02451

January 26, 2004

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I, ONCE MORE draw your attention to Poster alias: **"quondo1"** who is posting on Raging Bull UCSY chat line.

As you must certainly know, this is the most recent alias of Roberto G. Villasenor, Jr., who has used, among others, the following aliases: **"the_worm06"; "no_insiders"; "SCRI_852"; "The Worm_06A"; "65175R"; "Henry_Johnson123"**. He has now again reposted several times a defamatory article from the Mail on Sunday. Before I was aware that he was essentially "judgment proof," I previously sued him over the publication of these canards. In addition to this republication of foul defamation, his other recent posts are outrageous, harassing and transgresses your own terms of service.

I have brought Mr. Villasenor to the attention of Raging Bull / Lycos on numerous occasions, (letters, faxes and emails to Jamie Charney) and you have previously determined that he would not be permitted to use your service. Let me remind you that the terms of service of LYCOS for posters includes the following sentence :

Page 2

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

If your terms of service mean anything, Mr. Villasenor should have no access to your boards. If you cannot police this one wild poster, it may mean that your supposed rules are merely illusory and, perhaps, misleading to the general public. Even if Mr. Villasenor's current posts were not defamatory, harassing and in plain violation of your published rules, those posts should be deleted and the poster's ISP or other addresses should be blocked because of prior violations. It is outrageous that you have and continue to allow this poster to continue to return to RB, and post the lies and false insinuations that he does, with total impunity.

Today, this 'alias' has posted the following posting.

By: quondo1
26 Jan 2004, 05:43 PM EST

Msg. 29623 of 29625
(This msg. is a reply to 29621 by risc85.)

Jump to msg. #

risc85

MICHAEL J. ZWEBNER, THE CEO OF A PUBLICLY TRADED COMPANY (ALTHOUGH ONE WITH NO REVENUES AND A NEGATIVE NET WORTH) WAS BEHIND MANY OF THE DEATH THREATS ON RAGING BULL AND OTCFORUMS.COM.

and

HE HAS BEEN INVOLVED IN FRAUD, STOCK MANIPULATION, INSIDER TRADING AND MONEY LAUNDERING.

By: risc85
26 Jan 2004, 05:16 PM EST Msg. 29621 of 29622
(Msg. is a reply to 29620 by quondo1.)
You are FOS worm06. I hope Zwebner seus you for LIBEL...:0)

Page 3

This post is totally false, defamatory, and outrageous. I am demanding you delete this post immediately.

I will not continue to make letters and faxes to you, and have you ignore them. If you do not positively respond to this letter, and deal with this matter in a responsible way, I WILL TAKE LEGAL ACTION, AND FILE SUIT AGAINST YOU / YOUR ORGANIZATION. I have had enough of this outrageous conduct, and YOU need to step up to the table and act responsibly.

I DEMAND YOU IMMEDIATELY STOP THESE POSTS, DELETE THEM AND BLOCK THE POSTER PERMANENTLY.

I repeat, this is a last warning. Your organization must take action, and enforce YOUR own terms of service.

You have been put on notice ! Govern your actions accordingly.

Yours sincerely,


Michael Webner.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Mr. E. Solowey, - Attorney
Terra Lycos Inc / Raging Bull
100 Fifth Avenue
Waltham MA 02451

January 27th 2004

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I read the attached post this evening. How much more of this must one endure till you decide to enforce your own terms and conditions of service.

I am now more convinced than ever, that as you /Lycos do not take action, and allow this outrageous behavior to continue unabated and uncontrolled, one must come to the conclusion that your company's sole motive is nothing but pure financial money / GREED, and as such, there is little chance you will act. Therefore, I will no longer hesitate, but to sue you. Expect the delivery of the law suit soon !

You have been put on notice !

Yours sincerely,


Michael Zwebner.

EXHIBIT "3"

UCR



It's about **life**™

solar energy | water resources

Water water everywhere, but not a drop to drink.

In the world today, some basic necessities are running out. Officials at the United Nations continue to warn that the next 'world' wars, will be fought over survival issues, and topping that list is the issue of drinkable "Water".

In fact Water Wars have been as much of human history as the age of humanity and the world itself. Recently, we have seen break outs of regional fighting in many areas of Africa and Asia that one could class as the beginning of the "Water Wars" of the 21st Century.

In addition, Power, particularly Electric Power is in trouble. As the world's population expands, the demand for electric power continues to grow unabated. Yet global production lags behind, and current systems and infrastructures are aging faster than the renewal programs can handle.

Will the imbalance ever be resolved. . . Very unlikely!

The real facts are that the world is facing very severe Water Shortages, and in the very near future. In addition, we all face ever increasing Electric Power shortages and outages.

For this reason, we at Universal Communication Systems Inc, made the corporate decision to focus our business and energies in the very two industries that were, are and will always be the most basic of basics in human development, and indeed continuing survival in the years to come.

It's about **life**™

solar energy | water resource

UCSY

universal communication systems inc.

WE ARE WHERE YOU WANT TO BE...

Universal Communication Systems Inc., (UCSY) is a US publicly traded company made up of several operating subsidiaries. For the past five years, the company was involved in the business of providing Wireless BroadBand Internet access, with licenses and operations in several countries around the world. Since 2002, the company decided to refocus its operations, but remained a shareholder though in a minority capacity, in Digital Way SA, in Lima Peru.

In February 2003, UCSY made the corporate decision to enter into the high tech "water from air" extraction industry, and formed the AirWater Corporation. This new entity was formed as a wholly owned subsidiary of UCSY. In short order, AirWater Corp. acquired four important and unique patents, and entered into an exclusive international license and marketing agreement with J.J. Reidy & Co., Inc., one of the original inventors of the unique technology.

During 2003, AirWater Corp., entered into manufacturing agreements with numerous organizations in countries around the world. Utilizing the latest technologies, UCSY ensures that all machines and systems are manufactured to the highest international safety and quality standards.

In late summer, UCSY acquired Millennium Electric TOU Limited, a company involved in the Photo Voltaic (PV) Solar Energy business. This strategic acquisition facilitated the provision of PV Solar energy to AirWater machines, thus enabling them to offer their unique water making capabilities in areas of the world where electric or other energy needs are unavailable. In essence, the AirWater machines once acquired have become totally independent systems, free of all energy needs, and will provide unlimited water supplies to needy persons at almost zero cost.

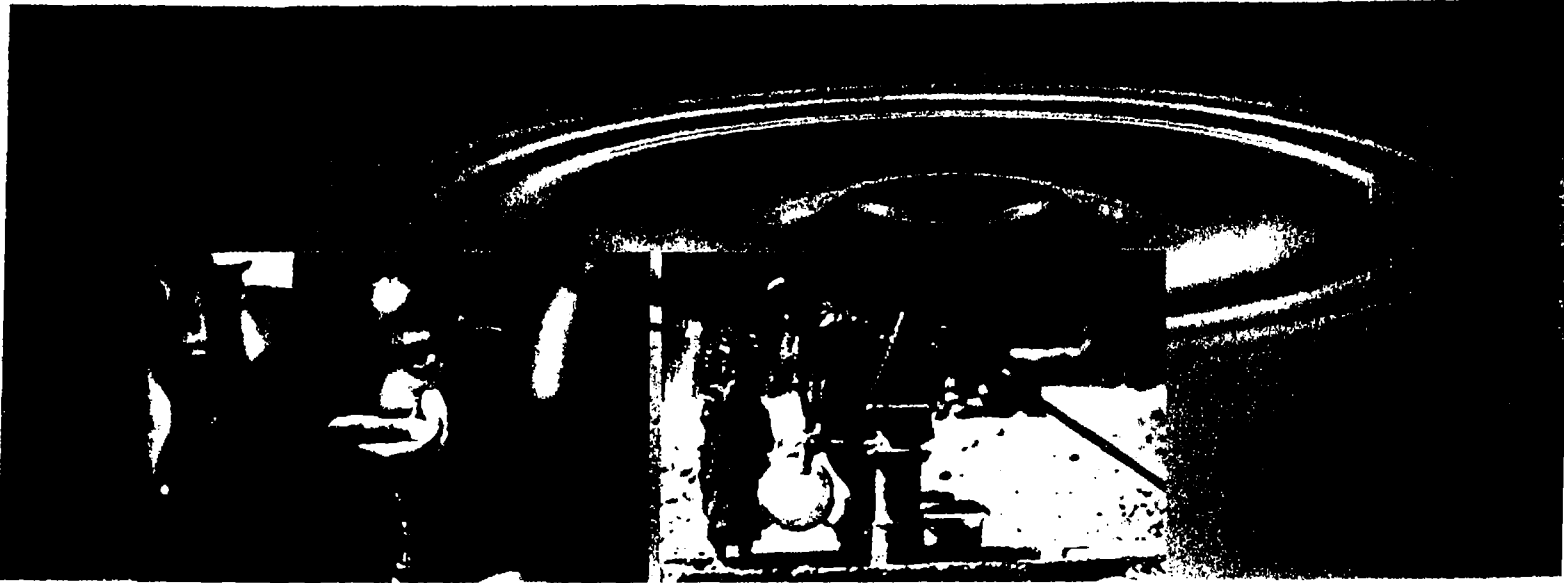
These two operating companies form the main structure of UCSY. They will bring badly needed drinkable water and energy supply to the worlds less fortunate populace. In the following pages, you will read and see information relating to the current global issues relating to both water and energy needs. In addition, we portray some of the unique solutions that our organization is offering.

We at UCSY are doing our part, one drop at a time.

It's about **life**

solar energy | water resource

Every 8 seconds Every 8 seconds



It's a shocking statistic. In the time you take to read this page, some 16 children will die just from drinking water. In fact, if you care to take the time to read through all the pages, and mull them over, possibly as many as 100 plus children will have died all from just drinking water.

Innocent lives are being lost not on a daily basis, but on a second by second basis.

Gathering enough water to drink every day places a real burden on millions of people around the world. Women and children can spend hours walking back and forth to collect it – hours when children should be in school, learning.

Bad sanitation causes serious harm, too. Children who live in unsanitary conditions, or who drink dirty water, are sick more often and more seriously; many die before the age of five from water- and sanitation-related diseases, including diarrhea, cholera and malaria. And even when they do survive, they lag behind others in growth and development.

Some 1.1 billion people – one sixth of the world's population – do not have access to safe water; almost 2.5 billion lack basic sanitation.

“Water is a limited natural resource and a public good fundamental for life and health. The human right to water is indispensable for leading a life in human dignity. It is a prerequisite for the realization of other human rights.”

— United Nations Economic and Social Council, November 2002.

Water anytime, anywhere Water anytime, anywhere



Innocent lives are being lost not on a daily basis, but on a second by second basis.

People in rich countries use many times more water than those in poor ones. The present situation is dire: the future looks so grim it seems to be entirely unmanageable. The world cannot increase its supply of fresh water: all it can do is change the way it uses it. And water-borne diseases already kill one child every eight seconds, as day follows day. Water is not running out: it is simply that there are steadily more of us to share it. Most of the world's water is already inaccessible, or comes in the form of storms and hurricanes to the wrong places at the wrong times. There is no one-size-fits-all prescription for the harsh business of bringing water demand into line with supply. Nor is there an off-the-peg way of engineering our way out of the crisis.

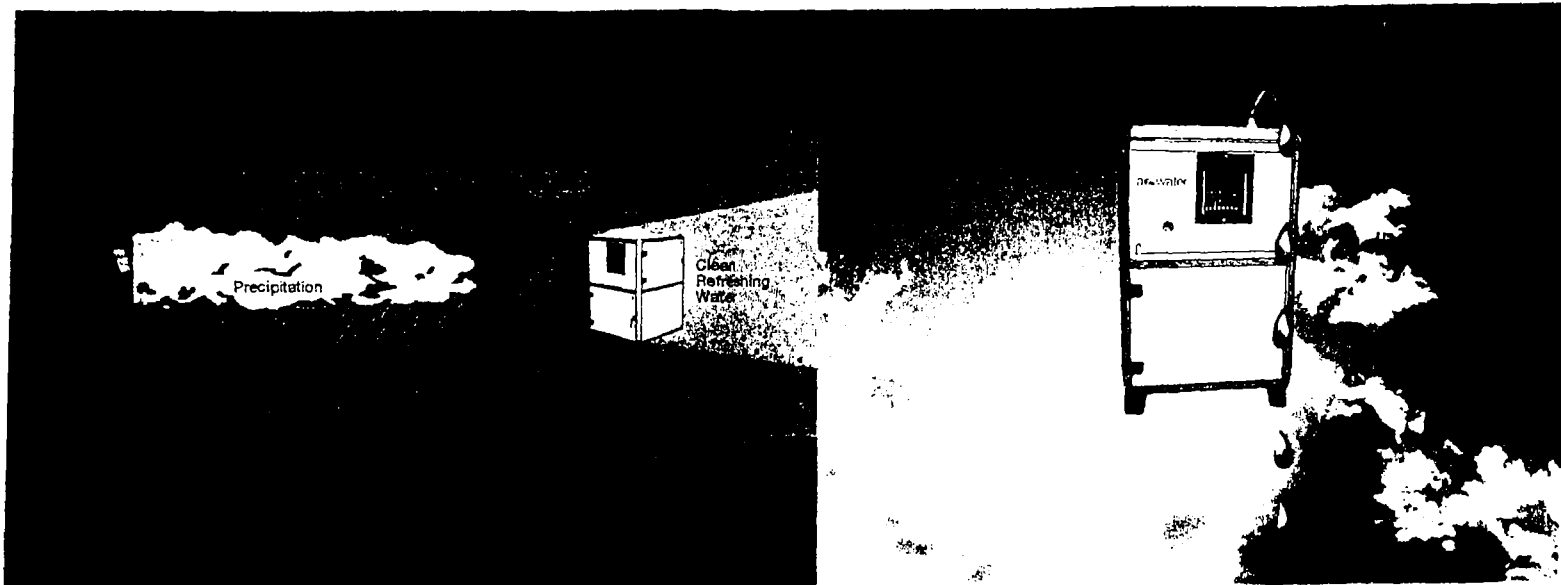
Air Water Corp. has developed machines that "Make" water. These machines extract water out of the "air" that we breath, and while these machines are not the final nor the total solution, they will help bring clean drinkable water to more and more people. The aim and dream of AirWater Corp. is for the world to have enough water to go round. As then, polluted, inadequate water might kill its children a little more slowly. If water is life, we must learn to treat it not as a commodity to be sold to the highest bidder or as an entitlement to the privileged, but as an essential component of human technologies and values of protecting the environment that makes fresh water available to us.

It's about **life**[™]

solar energy | water resource

Nature's hydrologic cycle

Nature's hydrologic cycle



There are over 4,000 cubic miles of drinking water in the earth's atmosphere at all times. Nature retains this volume regardless of human activity - as it has done for thousands of years. The AirWater system provides an inexhaustible source of pristine drinking water just like Mother Nature.

Extracting Water Vapor from the Air... Obtaining refreshed water from the atmosphere is nothing new. In fact, it has been going on since the beginning of time in nature's continuous cycle of evaporation and condensation in the form of rain or snow.

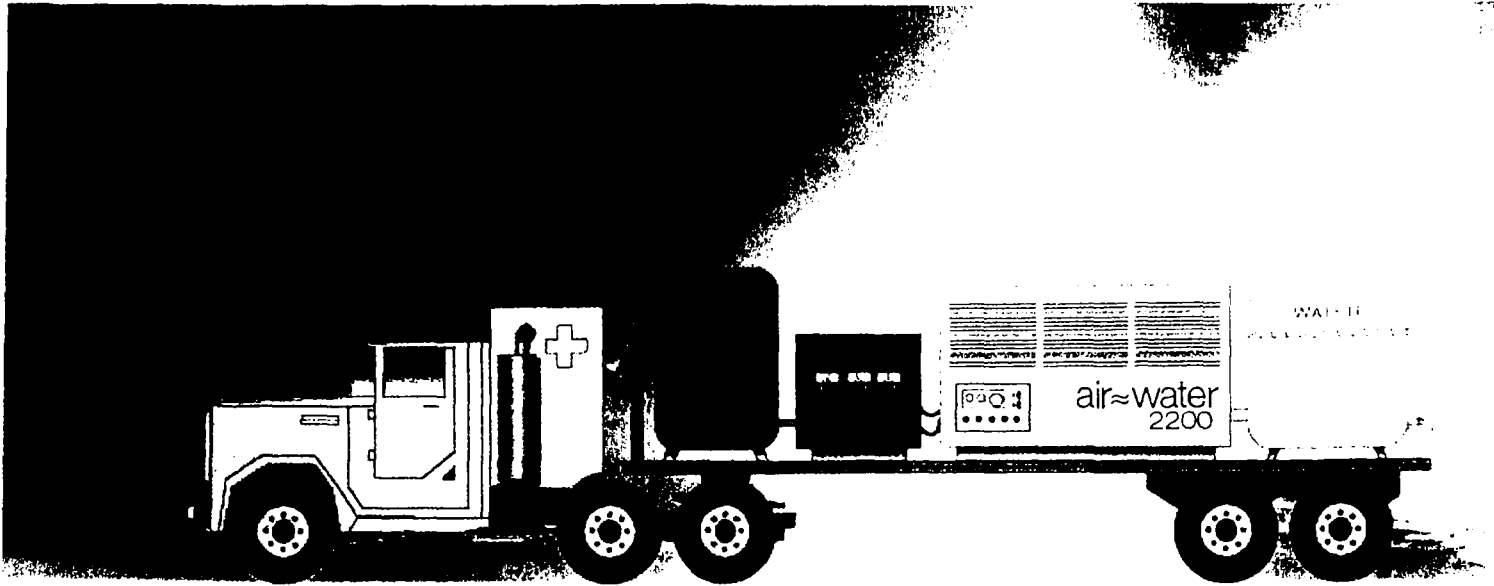
At any given moment the earth's atmosphere contains 4,000 cubic miles of water, which is just .000012% of the 344 million cubic miles of water on earth. Nature maintains this ratio by accelerating or retarding the rates of evaporation and condensation, irrespective of the activities of man. It is the sole source and means of regenerating wholesome water for all forms of life on earth.

Man has been extracting water vapor from the air for generations. Most often it is intentional and the water collected is treated as waste water, such as with dehumidifiers and air conditioners.

We at UCSY are doing our part, one drop at a time.



Mobility is just the beginning
Mobility is just the beginning



The AirWater machines and systems are truly a remarkable innovation. Our ability of extracting the moisture from the air we breath, harness it, filter it, purify and deliver drinkable Water to needy end users, anywhere in the world, must rank as one of the new world wonders of the 21st century.

All You Need Is Air. Our "Water" is economically produced from air, in fact the very same air we breath. Using conventional, solar, wind or generator powered energy, and in a method that is harmless to the environment, we produce large continuous flows of water. The water comes in unlimited supplies, and after being internally processed, using our unique patented technology, is delivered crystal clear, clean, filtered and purified, at all times ensuring maximum safety requirements and levels, and even surpassing the United States Environmental Protection Agency, (EPA) approved water standards. The unique, exclusive technology used in the AirWater machines and systems, is the result of over 13 years of research, development, field testing, and is secured by numerous US and International patents.

Because of the independence of the AirWater machines and systems, and the ability to rapidly locate the machines globally, the physical problems and costs pertaining to the delivery of drinkable and potable water to the end user, becomes almost a non issue. Using AirWater machines located locally where the water is most needed, negates the need for road tankers, water transporters or pipelines. The AirWater machines produce water at only a few cents per gallon, a much lower cost than bottled water supplies. And when factoring in the cost of transporting and delivering the water, this makes the AirWater machines and systems the products of choice for the new Millennium.

AirWater machines can be manufactured and made to any size, and can be shipped and set up in a modular manner, thus offering immediate solutions that deliver ANY amount of water, to fulfill any need, anywhere in the world.

It's about **life**

Water the essence of life



Every year some 3.4 million people, mostly children, die from diseases associated with inadequate water supply, sanitation and hygiene. Over half of hospital beds in the world are filled with people suffering from waterborne diseases - many more than weapons of mass destruction have yet affected. Currently over 1.1 billion people lack a safe water supply and nearly twice that number adequate basic sanitation. And the gulf between water use between rich and poor countries is stark: developed nations use an average of 400-500 liters a day per person, in developing countries the volume is just 20 liters.

The aim of Ar Water Corporation is to help develop a global framework for integrated use of existing water supplies. Coupled with the use of ArWater machines to further enhance availability, fire usage, eliminate as far as is conceivable water scarcity, disease, thirst, drought, land aridity and provide the basis for food security and environmental sustainability.

Ar Water Machines can deliver water for many uses and applications. The machines will deliver unlimited supplies of clean, clear and pure water supplies for drinking water for farming, water for sanitation and water for agriculture.

Agriculture depends on adequate supply of good quality water for plant and animal production. Safe, reliable water supplies and the accompanying infrastructure are necessary for irrigation, livestock watering and processing operations, as well as domestic and potable uses. ArWater Corp. stands ready to play its part in the global arena and deliver drinkable water and other water solutions to all parts of the globe as needed.

We at UCSY are doing our part, one drop at a time.



It is a problem that in many parts of the world is getting worse - even as Aid Agencies, the United Nations, Governments, Local Authorities and even the private sectors are all striving towards meeting stated goals which include the targets of halving by 2015 the proportion of people without access to safe drinking water and proper sanitation.

It's about life



Resources for the ultimate weapon Resources for the ultimate weapon



The ability to manufacture water on the battlefield provides an unprecedented tactical advantage.

A fighting fit armed force, needs arms, fuel, food and water.. in fact, NO water NO army! In the modern army, howsoever modern it is, the basic need for water is still uppermost in the mind of both commanders and soldiers alike. Just a few hours in the blistering heat of day, even outside of battle conditions, without water, renders the best of men helpless and hopeless. History has shown us that the worlds largest and even strongest of armies are humbled and even self defeated because of the lack of water.

Water is the essence of life. Recognizing this unquestionable need, AirWater Corporation has the ultimate solution. Water from air. Yes, as crazy as it sounds, and as far fetched as the mind could be stretched to imagine, the true reality is that the air that we breath has huge quantities of water in it, and modern technology has overcome the science, and turned fantasy to reality.

We at UCSY are doing our part, one drop at a time.



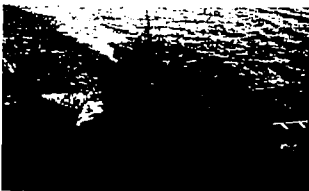
Access to water on the battlefield sustaining the ultimate weapon



The logistics of basic life supporting resources that support today's soldier are staggering. Today's soldiers are expected to execute their missions anywhere on the globe in a moment's notice with minimal support. The ability of the Military to provide life-sustaining resources provides the ultimate weapon the fuel it needs to guarantee success on the battlefield.



AirWater Unit Trailer
Mounted for quick
deployment. Units are
customizable to fit any
configuration.

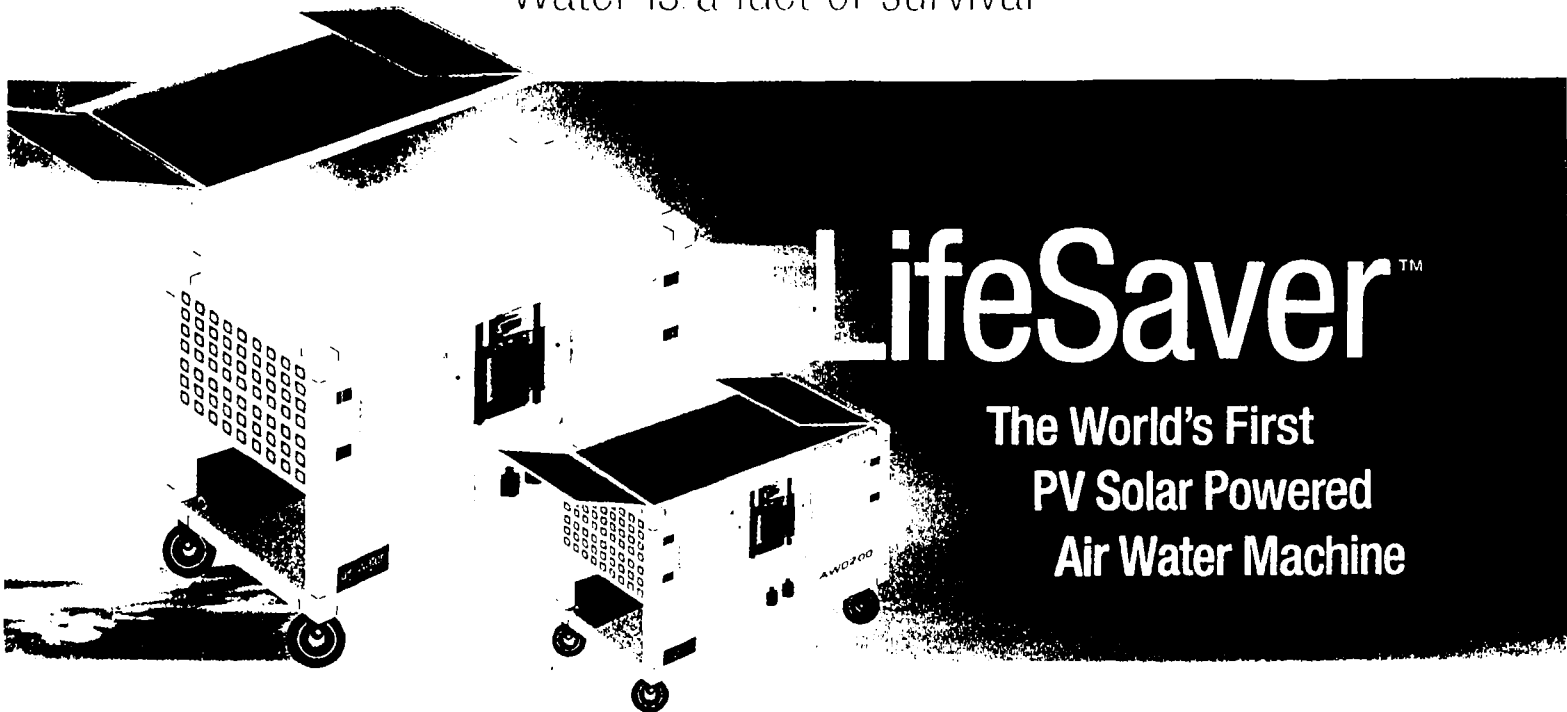


The AirWater machine mounted inside or out on armored vehicles, stationary in a TOC, Naval Vessile or Jet.

Providing the ultimate weapon a continuing source of water regardless of supply chain status is critical to obtaining mission success. The quality of water meets and exceeds the government standards of potable water for the military and at the cost of pennies per liter of water. Air Water machines are scalable, flexible and use time tested technology.

It's about **life**

Water is a fact of survival
Water is a fact of survival



The most common problems relating to drinkable (potable) water, entails, safe production, highest levels of sanitation, inexpensive, economical packaging couple with the ability to deliver fast.

AirWater Corporation has researched the problems carefully and concluded that an all encompassing solution was necessary and we proudly present...

The LifeSaver is total independence.

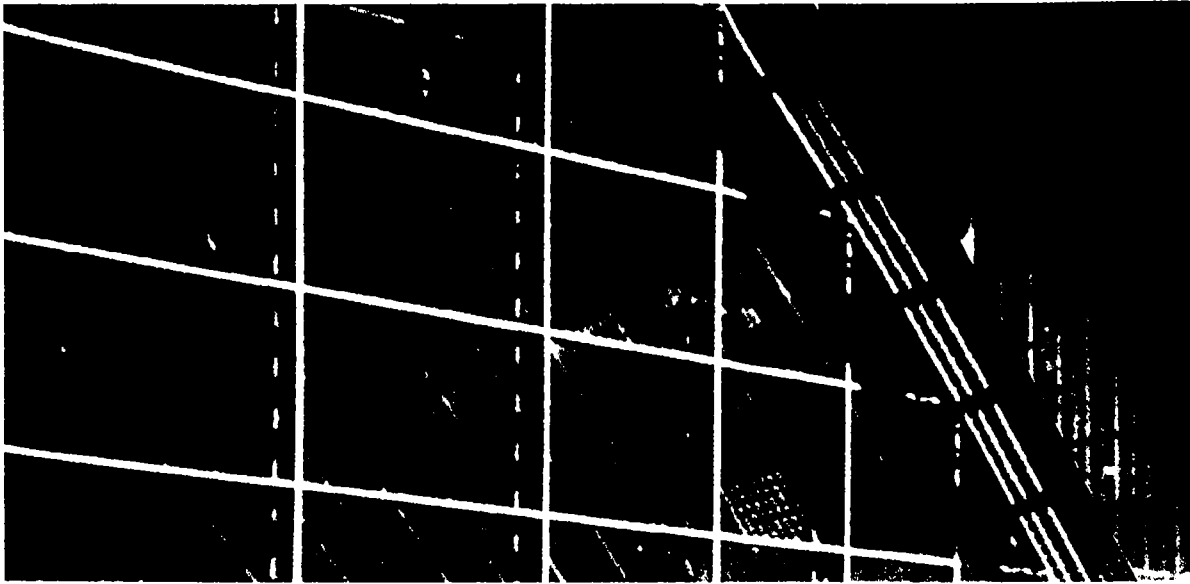
The LifeSaver encompasses a total solution that provides its own source of energy while producing an unlimited amount of free, filtered, purified drinkable Water.

Through our sister company, Millennium Electric TOU Ltd, we have developed the world's first unique PV Solar Powered system, that stands alone, in any place, 24/7, while producing huge amounts of water. We provide water and power independence practically anywhere.

Our unique PV Solar Energy powered LifeSaver, AirWater machine, can be made to solve many situations, in any remote area. Daylight, heat and humidity are the ingredients that provides the free supply of water and energy.

We at UCSY are doing our part, one drop at a time.

The new millennium The new millennium



We all live in the new Millennium, an era of fast moving human development, coupled with even faster moving technological achievements. The PV Solar Energy industry is on a growth line, that no other modern day industry compares to.



What is PV Solar Energy, and how does it work?



The word photovoltaic is a marriage of the words 'photo', which means light, and 'voltaic', which refers to the production of electricity. Photovoltaic technology generates electricity from light. Electricity is the existence (either static or flowing) of negatively charged particles called electrons. Certain materials, called semi-conductors, can be adapted to release electrons when they are exposed to light. One of the most common of these materials is silicon (an element found in, amongst other things, sand), which is the main material in 98% of solar PV cells made today. All PV cells have at least two layers of such semiconductors: one that is positively charged and one that is negatively charged. When light shines on the semi-conductor, the electric field across the junction between these two layers causes electricity to flow - the greater the intensity of the light, the greater the flow of electricity.



UCSY, in the summer of 2003, recognized this amazing growth industry, made the strategic decision to get into this fast moving opportunity, and acquired a company who through its founder and president is recognized as a world leader in the field of Photo Voltaics, and Solar Energy production. Holders of 21 International Patents on many aspects of the Solar Industry, the company is aptly named Millennium Electric TOU Limited. Previous achievements in sales and installations of a large variety of PV Solar Panel and PV energy applications, are second to none.

STEP 1 PV



Solar Panels absorb the sunlight. The sunlight then gets converted into electricity.

STEP 2 DC-AC CONV



The electricity that is generated is D.C. (Direct Current). The inverter turns it into A.C. (Alternating Current) so that it is useable.

STEP 3 TRANSFER



The A.C. electricity now runs into your home lines for use and safety.

STEP 4 GAUGES

Your solar panels are selling you energy all day. The gauging meters show how much electricity you use and how much you are sending back to the grid.

STEP 5 SELLING

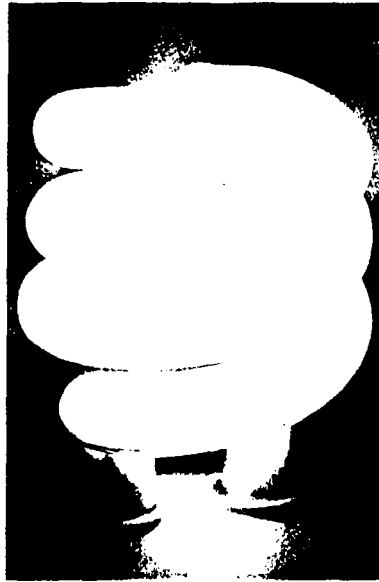
The extra electricity that you generate slowly is sold back to your electricity supplier.

It's about life™

Solar energy, water resource

Energy use at all time high

Energy use at all time high



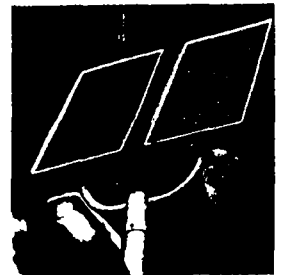
Energy demands have increased and our resources are running out. There is a need for cheaper, safer, greener energy. As the world's population increases, so does the demand. Increasingly more countries are seeking oil alternatives.

Photovoltaic (PV) Solar panels generate electricity by having the sun (or other light source) shine on the panel. The light source's photons strike the panel displacing electrons in the semiconductors that make up the solar panel, thus causing a voltage to be generated and current to flow if a circuit is connected to the panel's connections. The voltage output of a PV panel is direct current (denoted as DC, meaning Direct Current), like the voltage available from a battery.

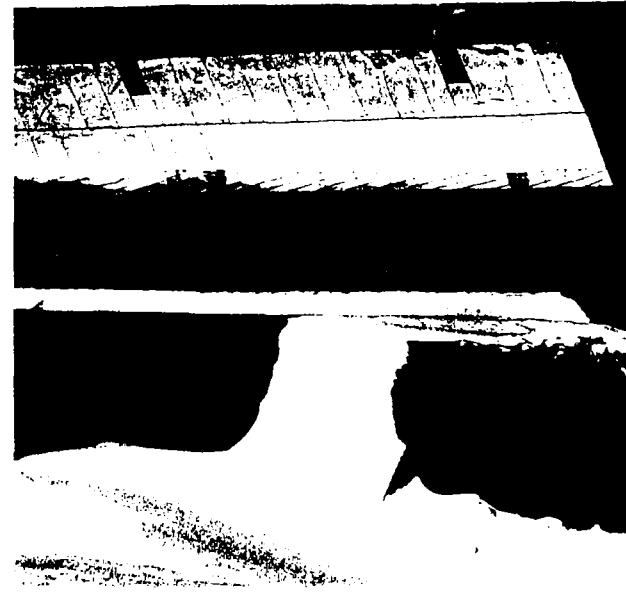
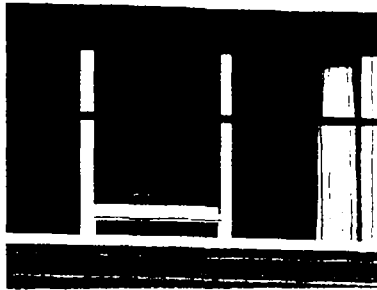
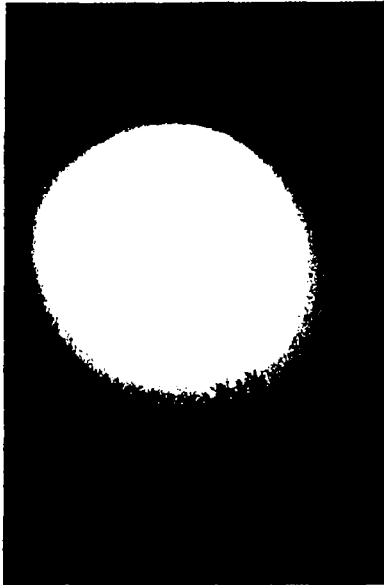
PV Solar panels range in size and power capability from a very small panel, rated less than a watt output, capable of charging a couple of AA size batteries or powering a small radio -- to the larger panels used in PV Solar installations, typically rated around 48 watts. Most systems use a multitude of these panels (2 to 48 panels).

In a few cases the panel can be hooked directly to the device that needs power. An example is using a PV Solar panel to operate a water pump that fills a storage tank. The pump operates when the sun shines on the panel (during the day), but not at night.

However, in the majority of cases the solar panels are used to charge a battery, or bank of batteries, that are the main source of power. Thus the batteries are charged during the day when the sun is shining. But the power can be used even when the sun is not shining, such as at night when lighting is needed. These batteries are typically "deep cycle" batteries that can stand going from a full charge to empty many times over.



Now energy sources New energy sources



The key issue in designing a "PV Solar powered system" is "sizing the system." Our company engineers will make sure that you have a large enough battery bank to be able to supply your electrical needs during periods when the sun doesn't shine, and to have enough solar panels to be able to charge the system fully while the sun is shining. The sizing process is very dependent on how many devices (appliances, etc.) the system must supply power for and how many hours the devices are operated daily.

A device called a "charge controller" is connected between the solar panels and the battery bank and shuts off the charging when the batteries are fully charged. Most PV systems for homes are 12 volt (DC) operation, but can be 24 DC or even 48 DC. Twelve volts seems to be the most common because there are devices that will work directly off 12 volts, like those used in our automobiles. But most of our common household devices use 110 AC (Alternating Current), so to allow us to use devices, we need a device to convert the 12 DC electricity to 110 AC electricity. Such a device is called an "inverter". An inverter is rated in size in watts for the maximum amount of power it can handle. As an example, a 100-watt inverter would only light one 100-watt light bulb. Practical inverter sizes range from as small as 100 watts to over 2000 watts (or 2-KW, meaning 2 thousand watts).

Typically a PV Solar system will have a backup generator to provide power when the power demands exceed the output capability of the PV Solar system, or to charge the batteries when the sun has not provided enough light to allow the panels to charge the batteries.

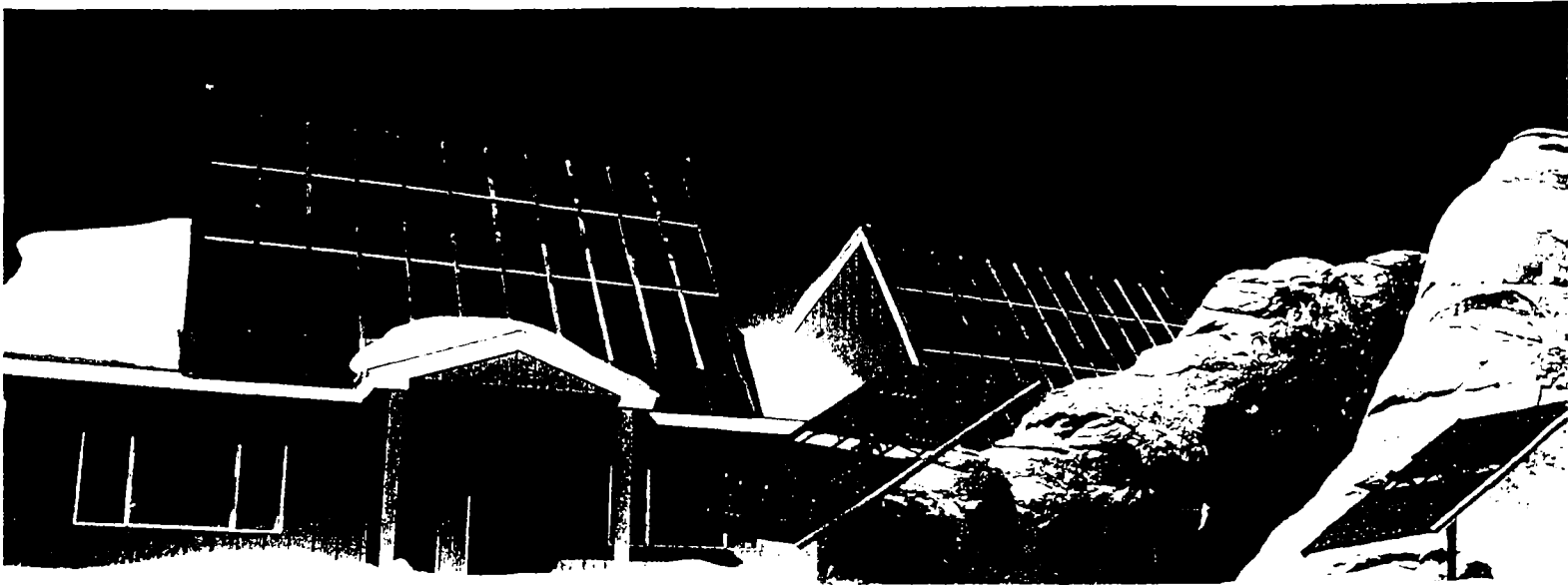


It's about life

solar energy | water resource

PV-Solar lighting the way

PV solar lighting the way



PV Solar Energy is now being used worldwide in many applications, from niche markets in developed countries to primary village power in rural economies and in many developing countries.

Remote Residential Areas: It is estimated that around the world, there are more than 350,000 off-grid residential PV Solar Powered systems. These range from basic home systems in North America, Europe, and Asia, to the many smaller systems in Africa, South and Central America. These smaller systems, typically from one module to one kilowatt, comprise the PV modules, (Panels) batteries, charge controllers, and assorted loads (lights, radio/TV, refrigerator).

Primary Village Power: In developing economies, there are today thousands of villages that currently have no access to electric power or that use diesel generators, which are expensive to fuel, difficult to maintain, and environmentally harmful. PV Solar Energy for village power systems provides unlimited electricity for domestic, community, or industrial activities. PV can also be used in conjunction with diesel generators as part of hybrid systems.

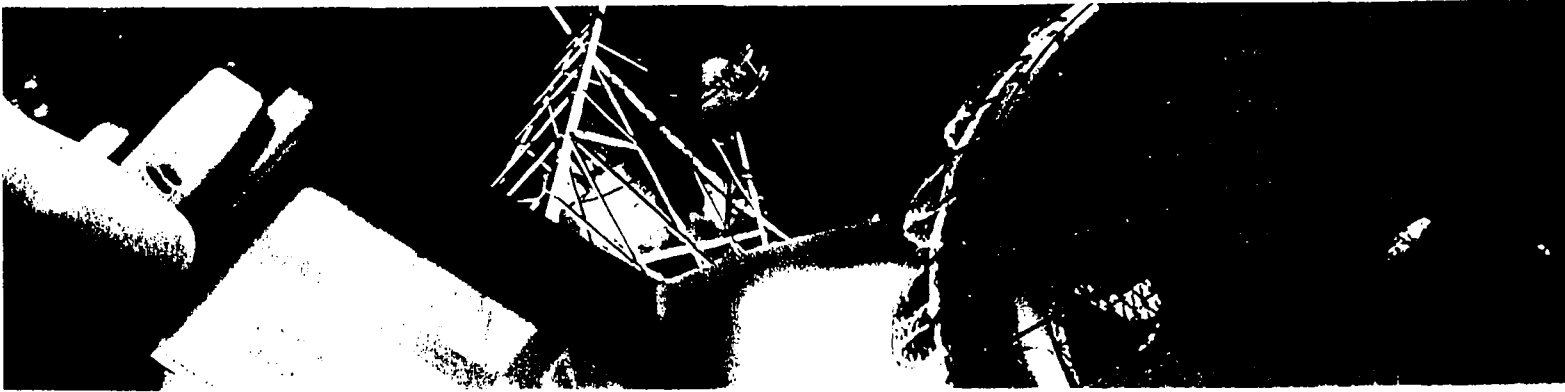
General Stand-Alone Systems: PV Systems can supply electricity in areas where there is no electric grid at all, or where connecting to that grid would be too expensive.

Water pumping PV Systems: have been proven to be ideal to replace hand pumps or large engine-powered water pumping systems. In many pumping systems, no batteries are required, as the pumped water storage provides that function.

Cathodic protection: Metal corrosion causes damage to pipes, tanks, well heads, wharves, bridges, and buildings. PV-generated electricity prevents electrolytic corrosion of such structures.



Photo Voltaic (PV) Solar Energy Applications



Power for Communications: PV systems have been powering remote communications systems, such as microwave repeaters, television and radio transmitters and receivers, telephone systems, and small radios, since the mid 1960s. These systems provide reliable, low-maintenance power for these remote systems.

Lighting and small appliances: PV can be used to light homes, operate TVs and radios, or power street lights. In the developing world, improving indoor lighting allows small industry to expand, replacing kerosene lanterns and improving indoor air quality.

Building-Integrated PV (MSS) Systems: Integrating PV (MSS) Systems into or onto building structures holds the promise of extensive market penetration in developed countries, replacing conventional facade and roofing materials and avoiding the cost of support structures. These systems include modules integrated into roofing systems and glass-on-glass modules used in skylights and view walls; as well as amorphous silicon modules, both opaque and semi-transparent, used in wall systems.

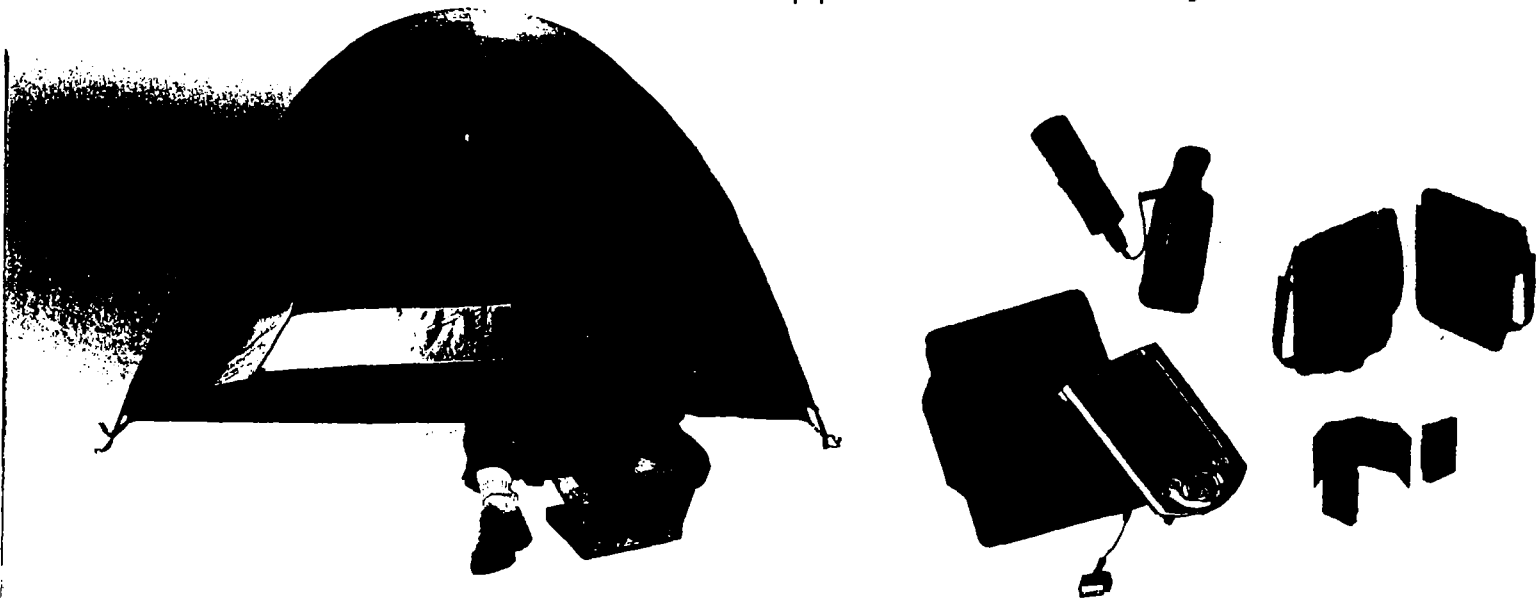
Utility Systems: Utilities are using PV in many applications, including large centralized generation, transmission and distribution support, demand-side management, distributed residential and commercial systems, and remote, stand-alone monitoring systems. Time-Of-Use (TOU) systems have particular value because they produce and store power for the user at off peak periods, allowing usage at the times of the utility's peak demand (when power is the most expensive) thus making substantial savings in costs for the customer. Transmission and distribution support has value because utilities can install PV Systems near substations or at the end of overloaded lines, eliminating or delaying the need for costly upgrades.

Hybrid Power: Systems Hybrid systems typically include some combination of PV, wind, and diesel generators, along with controlling electronics and battery storage. The reasons for these systems include making maximum use of the available resources (wind and sun), serving critical loads (telemetry and communications), and supplementing existing equipment (reducing the duty cycle of an existing diesel generator).

It's about life™

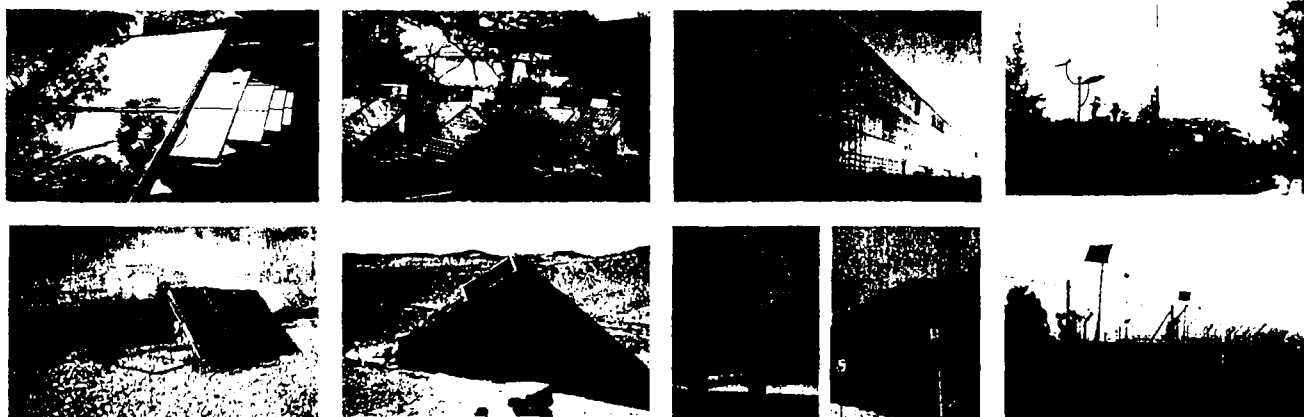
solar energy | water resource

Applications for everyone



Consumer Product Power: Most solar-powered consumer products (calculators, chargers, lights, etc.) use very small amorphous silicon PV Solar devices to provide the power necessary for their operations.

Global applications include humane relief and resource, disasters, remote and third world energy. PV Solar uses include military, local and remote communities.





For further information on all our unique
products and services, please contact us at:

Universal Communication Systems Inc.
407 Lincoln Road, Suite 12F
Miami Beach FL 33139 USA
T: 305 672 6344 | F: 305 672 1965
E: info@UCSY.com | W: www.UCSY.com

Offices and representatives worldwide.

It's our future.

This ending statement should be forward looking. Talking about how our technology and commitment is a win-win for everyone. The environment wins, the people win, and third world countries and their populace win most. By promoting "Green", and providing the type of life supporting products and services we offer we are ensuring the future for generations to come.

We at UCSY, are making history with our innovation, determination, and technical know how. Governments, local authorities and aid agencies at every level are talking to us, and are negotiating and working with our representatives in many countries around the globe, working to better peoples lives. In the coming year, we fully expect to implement our high - tech Air Water and PV Solar Energy systems, as well as set up joint ventures and mutual co-operation programs in many countries around the world.

We are already in contract with companies in Brazil, Morocco and Australia, and our plans call for us to continue spanning the globe, offering our exciting new technologies and systems to areas and to people that both need them and who's very lives may well depend on them. As humanity survives, we all depend on them, as do our children and grandchildren in our future generations.

Investing in UCSY, is an investment in the future.



EXHIBIT "4"

From the desk of Michael J Zwebner
Suite 12F
407 Lincoln Road
Miami Florida 33139
Tel 305 672 6344
Email: MJZwebner@Sprynet.com

April 12th 2002

Legal Department
Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451

Letter sent by Mail, Fax and Email to :
communities@lycos.com

Dear Sir / Madam,

I write to you once again regarding several posters on the UCSY web chat line on Raging Bull.

Over the past year, I have had occasion to write to you on many occasions complaining about certain posters that are both defaming me, libeling me, making false and accusatory statements, and generally acting against the Raging Bull Terms Of Service. My Complaints seem to go unanswered, and your organization seems more intent in protecting the anonymity and continuity of the posters, with total disregard to the victim here (myself)

I have told you several times in then past that I will take legal action, and file suit against YOUR organization if you continue to ignore me, and continue to allow this unabated onslaught of slander and libel.

Page 2

The two main aliases that I am bringing to your attention this time, are: **“Tobias95”, and “CrawleySmith”**. I suggest you look at their postings and see for yourself the vulgarity, evilness, and defamatory nature of their posts. For your information, “CrawleySmith” is none other than Mr Roberto G Villasenor, who has used some 15 other aliases already on Raging Bull, and one that you have deleted many times over. He seems to return with absolute impunity, and your company seem totally uninterested in enforcing your own terms of service.

I have now again written to you, and expect to see your dealing with this matter soonest. I again here repeat some of the facts previously brought to your attention.

On Raging Bull, I have been attacked on line, accused of being a criminal, accused of everything from being a member of the Mafia, Running a Criminal Gang, Murder to Money Laundering, to Stock Manipulation, Fraud, acting illegally etc. I have also been accused on line of being a homosexual, and as a result of all these outrageous postings, I have suffered severe pain, both emotional and physical, and my general health has suffered badly.

I have and also suffer from accusations that have severely impeded my business activities, and I believe that the shareholder base of my companies have suffered too as a result of these posts. I have lost substantial sums of Money as a result of these posts.

For the record, (other than for driving offenses) I HAVE NEVER BEEN ARRESTED, INDICTED OR CONVICTED NOR EVEN INVESTIGATED BY ANY LAW ENFORCEMENT, SEC, FBI, DEA, OR ANY GOVERNMENT AGENCY for any crime, WHATSOEVER.

I am not going to re-post his postings here in this letter, as you are well able to access the UCSY and TVCP chat lines, and see for your self the level and ferocity of his blatant lies and false postings. I request you do take a serious look at his postings, and then decide what action you wish to take.

Page 3.

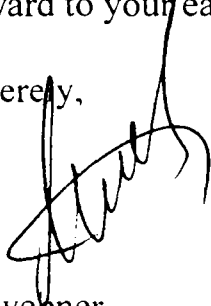
I would like to hear from you soonest as to what action you propose to take to stop these personal attacks. Nothing less than a complete ban on this type of posting is acceptable. **THIS FALLS UNDER YOUR RULES.**

Depending on your responses, and the actions you decide to take, I will decide with my legal advisors the next action we will have to take to stop this outrageous behavior. If necessary, we may have NO choice but to file a law suit against LYCOS for the unending facilitation of the Raging Bull medium for these attacks.

I trust you will work with me on this matter to help resolve this situation.

I look forward to your early response.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Michael Zweoner', written over the 'Yours sincerely,' text.

Michael Zweoner.

EXHIBIT "5"

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

August 5, 2003

Mr. Jamie Carney
Raging Bull
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX // OFFICIAL WARNING AND NOTICE.

Dear Mr. Jamie Carney,

I have reached the end of the tether with regards your company's ability to comply with your own stated "terms of use" and conditions of posting.

I have in the past few days TOS'ed several posters, and demanded that you delete both the posts and the posters aliases. You have not complied with these requests, nor have you acted in accordance with your contractual obligations. In the latest TOS's I brought your attention to poster "**65175R**" who I have identified is poster (Roberto Villasenor) who is now using this new alias.

He has previously posted under alias "theworm_06" (as well as several others) This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles Ca.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

This is only ONE of the terms of use that this poster is in transgression. In my view, he is acting in direct disregard of almost ALL YOUR RULES.

It seems your company / organization is either incapable or unwilling or deliberately failing to enforce the very terms of use and conditions of posting that YOU yourselves contract all your registered users to. You are therefore guilty of "Breach of Contract" in this regard, and I am suffering as a result of your actions or inactions.

I have now written to you too many times, and yet you fail to deal with this matter. Therefore, I will have to resort to other actions to stop this nonsense, and your indifference to what is transpiring on your web/chat sites.

If you have any questions or comments or wish to discuss this matter with me, you may call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529. This the last time I plan to write to you on this matter.

You have now been put on notice !.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael J Zwebner", written over a horizontal line.

Michael J Zwebner

CC Mark Van Wagoner - Attorney

EXHIBIT "6"

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Mr. E. Solowey, - Attorney
Terra Lycos Inc / Raging Bull
100 Fifth Avenue
Waltham MA 02451

December 30th 2003

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I draw your attention to Poster alias: **"quondo1"** who is posting on Raging Bull UCSY chat line.

As you must certainly know, this is the most recent alias of Roberto G. Villasenor, Jr., who has used, among others, the following aliases: **'the_worm06'; "no_insiders"; "SCRI_852"; "The Worm_06A"; "65175R"; "Henry_Johnson123"**. He has now again reposted several times a defamatory article from the Mail on Sunday. Before I was aware that he was essentially "judgment proof," I previously sued him over the publication of these canards. In addition to this republication of foul defamation, his other recent posts are outrageous, harassing and transgresses your own terms of service.

I have brought Mr. Villasenor to the attention of Raging Bull / Lycos on numerous occasions, (letters, faxes and emails to Jamie Charney) and you have previously determined that he would not be permitted to use your service. Let me remind you that the terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

If your terms of service mean anything, Mr. Villasenor should have no access to your boards. If you cannot police this one wild poster, it may mean that your supposed rules are merely illusory and, perhaps, misleading to the general public. Even if Mr. Villasenor's current posts were not defamatory, harassing and in plain violation of your published rules, those posts should be deleted and the poster's ISP or other addresses should be blocked because of prior violations. It is outrageous that you have and continue to allow this poster to continue to return to RB, and post the lies and false insinuations that he does, with total impunity.

Others of your clients have defamed me and I have attempted merely to find a real name so I can confront these cyber-cowards in Federal Court. Despite your published statements to the contrary, you have interfered with legal processes to protect these posters who violate your terms of service.

Here, then is another clear opportunity for your company to demonstrate what it considers to be integrity. Will you protect this poster? Do your terms of service have meaning? I believe that you act in arbitrary and capricious ways to essentially void your public agreements and to act as a publisher as that term is defined in Internet law.

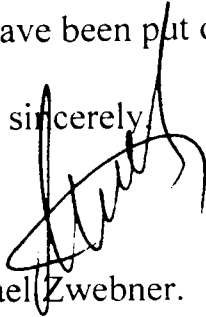
I DEMAND YOU IMMEDIATELY STOP THESE POSTS, DELETE THEM AND BLOCK THE POSTER PERMANENTLY.

I have now written to your organization on many, many occasions. You seem totally either unable or unwilling to take action, and enforce YOUR own terms of service. You seem to want to leave me no option but to resort to legal action against your company.

Page 3

You have been put on notice for the last time.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael Zwebner". The signature is written in a cursive style with a large, prominent initial "M".

Michael Zwebner.

CIVIL COVER SHEET 05-20149

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Universal Communication Systems, Inc. et al

DEFENDANTS

Lycos, Inc. dba The Lycos Network, et al

CIV-MO

(b) County of Residence of First Listed Plaintiff Miami-Dade, Florida
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Middlesex County, Mass.
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

John H. Faro, 44 W. Flagler St., Suite 1100, Miami, FL 33130

(d) The Cause Of Action Arose In Miami-Dade, Florida

Attorneys (If Known):

N/A

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Arbitration
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Bank and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 660 Occupational Safety-Health	SOCIAL SECURITY	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input checked="" type="checkbox"/> 360 Other Personal Injury	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities Commodities Exchange
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 720 Labor Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
		<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
		<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
		<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS- Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 894 Energy Allocation Act
				<input type="checkbox"/> 895 Freedom of Information Act
				<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:
Defamation claim under Florida Common Law

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ 100,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE MARTINEZ/KLEIN DOCKET NUMBER 04-21618

DATE 01-14-2005

SIGNATURE OF ATTORNEY OF RECORD

[Signature] FBM 527459, Phone (305) 424-1112

FOR OFFICE USE ONLY

RECLIP # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

\$150.00 914237
01/19/05

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below: federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**
 Example: U.S. Civil Statute: 47 USC 553
 Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.