

IN The UNITED STATES DISTRICT COURT  
Middle DISTRICT OF FLORIDA  
JACKSONVILLE Division

MC ARTHUR Helm  
Plaintiff

CASE NO. 3:01-CX-1109

vs

JULIE DUFFY  
JENNIFER BATTISTA  
LARRY FICHTER  
JENNIFER ROBERTS  
John or Jane Doe, Author service Rep.  
John Feldcamp, C.E.O. of Xlibris Corp.  
Defendants

Demand FOR JURY TRIAL

CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE, FLORIDA

2001 NOV 14 A 8:12

FILED

Amended Complaint

Come now Plaintiff McArthur Helm prose in proper person and sues the defendants each of them for wrongs done to him. This suit is pursuant to all applicable laws, rules, statutes, authorities and constitutional provisions allowing for the same, as follows. And as good cause hereto will show:

A. Jurisdictional Statements

1. This court's jurisdiction is invoked via the Florida Constitution section 4 & 21; The U.S. Constitution 1<sup>st</sup> & 13<sup>th</sup> Amendments; 42 U.S.C.A. 1983, 42 U.S.C.A. 1985, 42 U.S.C.A. 1986 and all other applicable jurisdictions not specifically invoked hereto.

B. Defendants

All of the defendants work for Xlibris Corp. They each played a key part in committing all of the wrongs against the Plaintiff and can be served at; Xlibris Corp. 436 Walnut St. 11<sup>th</sup> Floor, The Independence Building, Philadelphia, PA. 19106  
Phone # 215, 923-4686 or 1888-795-4274.

### C. PRELIMINARY STATEMENTS

2. The defendants all took parts in the violations and wrongs alleged by Plaintiff. And due to fact that they stop communicating with Plaintiff or his mother it is impossible to determine exactly where one defendant stopped and the other started. So not to omit any one Plaintiff is charging each defendant with the commission of every violation and wrong listed. Should any of the defendants be able to establish they had nothing to do with a claim they can be misjoined or join Plaintiff by filing a third party claim against the defendants that made them a party to this suit by their actions or their failure to act properly.

### D. STATEMENTS OF CASE AND FACTS

3. This suit stems from a contract agreement by the Plaintiff and the defendants of Xlibris Corp., employees to publish one of the Plaintiff's books.

4. During the year of 1999 Plaintiff learned of Xlibris as being a on demand digital publisher and after long and hard considerations decided to use Xlibris Corp. to publish his work.

5. Contact was made and Xlibris provided Plaintiff with much material by U.S. mail and advertisements of all the services they offered and the costs of these services. Their material was most impressive. And Plaintiff especially liked the idea of keeping all of the rights to his book. And the ability to have his work published his way without any censorship all conventional publishers would impose. And the guaranteed ability to make a minimum of \$4.00

From each book sold. These promises by ADVERTISING AND CONTRACT AGREEMENT induced PLAINTIFF TO SEEK his PARENTS ASSISTANCES AND influenced them to finance his book being published by Xlibris.

6. OVER THE NEXT THREE (3) YEARS PLAINTIFF COMMUNICATED WITH Xlibris CORP., FROM PRISON IN AN EFFORT TO GET AS MUCH FACTS, DETAILS, AND INFORMATION AS POSSIBLE FROM Xlibris BEFORE SIGNING THE CONTRACT AGREEMENT AND PAYING Xlibris TO PUBLISH HIS BOOK IN ADVANCE. AT LEAST ELEVEN (11) TIMES PLAINTIFF RECEIVED MATERIAL FROM Xlibris BY U.S. MAIL.

7. PLAINTIFF MOTHER BEING A BIT OLD FASHION WANTED TO KNOW AS MUCH AS SHE COULD ABOUT Xlibris AND THE SERVICES THEY OFFERED; SO SHE CONTACTED THEM BY TELEPHONE AT LEAST TEN (10) TIMES TO DISCUSS VARIOUS THINGS WITH THEM. AND ANY TIME SHE CALLED SHE WAS ALWAYS ABLE TO GET A REPRESENTATIVE ON THE PHONE TO GIVE HER ANSWERS AND ANY INFORMATION SHE NEEDED, OR ANSWERED ANY AND ALL QUESTIONS OR CONCERNS SHE MAY HAVE HAD. THAT WAS BEFORE WE SIGNED THE CONTRACT AND PAID Xlibris ALL OF THE MONEY UP FRONT FOR ALL THE SERVICES WE HAD ELECTED TO USE.

8. Xlibris WAS PAID TO COPY EDIT MY BOOK. DESIGN THE BOOK COVER AS I SUGGESTED, PUBLISH MY BOOK, KEEP IT IN PRINT, MAKE IT AVAILABLE TO THE PUBLIC FOR SALE WORLD WIDE, AND PAY ME ROYALTIES OF AT LEAST \$4.00 FOR EACH COPY SOLD EVERY THREE (3) MONTHS, AND TAKE CARE OF ALL ORDERS AND BILLING OF CUSTOMERS THAT ORDERED COPIES OF MY BOOK. AND TAKE CARE OF ALL BOOKKEEPINGS.

9. Xlibris HAS BREACHED MANY AGREEMENTS OF OUR SIGNED CONTRACT WHICH MAKES THIS CIVIL SUIT POSSIBLE AND VERY MUCH NECESSARY TO WITH.

## E. STATEMENTS OF CAUSES AND CLAIMS

10. COUNT #1. Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John OR JANE Doe, and John FELDCAMP The defendants did by MASTER MINDING independently AND JOINTLY breached OUR CONTRACT FIRST by censoring my book AND DELETED A VERY VITAL PART OF my book WITHOUT ANY PRIOR APPROVAL OR AUTHORIZATION FROM me THE PLAINTIFF. This PART WAS PLACED in the book FOR PROMOTIONAL PURPOSES designed TO INCREASE SALES AND A MASS AUDIENCE APPEAL.

11. COUNT #2 Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John OR JANE Doe, and John FELDCAMP The defendants did MASTER MIND independently AND JOINTLY BREACH OUR CONTRACT AGREEMENT by NOT GIVING PLAINTIFF PRIOR NOTICE AS TO when his book would be READY FOR RELEASE, AND A RELEASE DATE SO THAT A PRE-RELEASE PROMOTIONAL PLAN could have been UTILIZED WHICH PLAINTIFF had ready TO PROMOTE his book.

12. COUNT #3 Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John OR JANE Doe, and John FELDCAMP The defendants did FAIL TO PAY PLAINTIFF FOR ANY OF THE books sold by them, ANOTHER BREACH OF CONTRACT AGREEMENT.

13. COUNT #4. Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John OR JANE Doe, and John FELDCAMP The defendants did breach OUR CONTRACT AGREEMENT by NOT PAYING PLAINTIFF THE SET PRICE GUARANTEED minimum of \$4.00 FOR EACH OF his books sold.

14. COUNT #5. Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John OR JANE Doe, and John FELDCAMP The defendants did FAIL TO KEEP my book AVAILABLE FOR SALE TO THE PUBLIC WORLDWIDE

As Agreed by both PARTIES in our CONTRACT Agreement.

15. COUNT # 6. Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John or Jane Doe, And John FELDCAMP The defendants WAS negligent in not correcting ANY OF THE MANY VIOLATIONS OF OUR CONTRACT Agreement AFTER PLAINTIFF CONTACTED EACH AND EVERY one OF Them And made Them AWARE OF All the violations over A TWELVE (12) month PERIOD by mail, And by TELEPHONE Through PLAINTIFF'S mother.

16. COUNT # 7. Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John or Jane Doe, And John FELDCAMP The defendants did violate PLAINTIFF And denied him his GUARANTEED FIRST Amendment Right To The U.S. CONSTITUTION To FREEDOM OF SPEECH And FREEDOM OF THE PRESS by ALTERING And censoring PLAINTIFF book WITHOUT FIRST getting PRIOR AUTHORIZATION And APPROVAL FROM the PLAINTIFF THAT IT WAS OKAY TO do so in writing.

17. COUNT # 8. Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John or Jane Doe, And John FELDCAMP The defendants did violate PLAINTIFF'S 13<sup>TH</sup> Amendment Right GUARANTEED And PROTECTED by The U.S. CONSTITUTION AGAINST involuntary SERVITUDE (slavery) by PLAINTIFF work being sold by Them but they FAILED TO PAY PLAINTIFF FOR his work.

18. COUNT # 9. Julie DUFFY, Jennifer BATTISTA, LARRY Flichter, Jennifer ROBERTS, John or Jane Doe, And John FELDCAMP The defendants did CAUSE And SUBJECT PLAINTIFF TO SUFFER SEVERE STRESS And mental Anguish FROM All OF THE ill deeds And WRONGFUL TREATMENTS They willFULLY And intentionally with malice And ill intent inflict emotional PAIN And suffering UPON PLAINTIFF And his PARENTS by The

TAKING OF THEIR MONEY, AND AT THE SAME TIME SHATTERING THEIR DREAMS BY NOT KEEPING THEIR ENDS OF THE CONTRACT AGREEMENT.

19. COUNT # 10. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP. THE DEFENDANTS DID COMMIT THE CRIMINAL OFFENSE OF CONSUMER FRAUD AGAINST PLAINTIFF AND HIS PARENTS, TO WHICH A CIVIL REMEDY IS SOUGHT.

20. COUNT # 11. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS DID ENGAGE IN AND COMMIT FALSE ADVERTISING OF THEIR SERVICES TO INDUCE PLAINTIFF AND HIS PARENTS TO DO BUSINESS WITH THEM. A CRIME FOR WHICH A CIVIL REMEDY IS SOUGHT.

21. COUNT # 12. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS DID ENGAGE IN VIOLATIONS OF FLORIDA AND OTHER STATES FAIR TRADE ACT, WHICH IS A CRIME AGAINST PLAINTIFF AND CIVIL REMEDY IS SOUGHT.

22. COUNT # 13. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS DID ENGAGE IN VIOLATIONS OF THE FEDERAL FAIR TRADE ACT, WHICH IS A CRIME AGAINST PLAINTIFF, A CRIME TO WHICH CIVIL REMEDY IS SOUGHT.

23. COUNT # 14. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS DID ENGAGE IN THEFT BY TRICKERY AS THEY STOLE THE MONEYS PAID TO THEM FOR THEIR SERVICES, THAT THEY FAILED TO PROVIDE AS AGREED AND THEY STOLE THE MONEYS MADE FROM THE SALE OF PLAINTIFF'S BOOK. A CRIME TO WHICH A CIVIL REMEDY IS SOUGHT.

24. COUNT # 15. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER,

JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS did engage in and commit AT LEAST ELEVEN (11) COUNTS OF MAIL FRAUD AGAINST PLAINTIFF in AN EFFORT TO PULL OFF THEIR SCAM. A FEDERAL CRIME TO WHICH A CIVIL REMEDY IS SOUGHT ON ALL COUNTS.

25. COUNT # 16. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS did engage in and commit WIRE FRAUD ON MORE THAN TEN (10) OCCASIONS in AN EFFORT TO FACILITATE THEIR CRIMES AGAINST PLAINTIFF, EACH TIME THEY USED THE TELEPHONE TO COMMUNICATE WITH PLAINTIFF'S MOTHER TO FURTHER THESE CRIMES. CIVIL REMEDY IS SOUGHT FOR ALL TEN COUNTS.

26. COUNT 17. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLICHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS did CAUSE PLAINTIFF TO LOSE REVENUE FROM THE SALE OF HIS BOOK BY CENSORING IT. THUS LIMITED THE BOOK OVERALL TOTAL SALES TO ONLY A VERY FEW BOOKS. THE MANY ACTS OF BREACH OF THE CONTRACT AGREEMENT WITH PLAINTIFF, DESTROYED PLAINTIFF AND HIS PARENTS FAITH AND HOPE OF ACCOMPLISHMENTS THEY SET OUT TO. THE DEFENDANTS FAILURE TO DECEIVER ON MOST OF THE MANY PROMISES OF THE AGREEMENT WORKED TO DISCOURAGE PLAINTIFF AND HIS PARENTS FROM SPENDING ANY MORE MONEY TO PROMOTE HIS BOOK. THESE MANY ILL ACTS OF THE DEFENDANTS WORK TO KILL ANY AND ALL TRUST PLAINTIFF AND HIS PARENTS HAD IN THE ABILITY OR WILLINGNESS OF THEM TO EVER COMPLY WITH THE TERMS OF THEIR CONTRACT.

27. COUNT # 18. JULIE DUFFY, JENNIFER BATTISTA, LARRY FLECHTER, JENNIFER ROBERTS, JOHN OR JANE DOE, AND JOHN FELDCAMP, THE DEFENDANTS

did engage in a conspiracy to, and did PERPETRATE A FRAUD upon Plaintiff and his parents by ACTUALLY committing all of the above listed charges and violations. Over the past eight (8) months repeated attempts have been made to contact the defendants by mail and phone in an effort to resolve and correct this situation has been to no avail. They have avoided answering any of Plaintiff's letters, and will not speak with Plaintiff's mother as she has made many calls to them but unable to get any of them to speak with her.

#### F. Demand For Relief

28. A demand for damages for each count from each of the defendants. (A) Actual damages of \$ 50,000.00 from each defendant per count. (B) Compensary damages of \$ 100,000.00 from each of the defendants per count. (C) Punitive damages of \$ 200,000.00 from each of the defendants per count. To with a total of 38 counts.

29. A demand for jury trial on all issues triable by a jury.

30. That all costs and court expenses be imputed to the defendants for this case, each of them.

31. Any other and further relief that this honorable court deems just and proper to bring about the correct ends of justice.

WHEREFORE PLAINTIFF PRAYS THAT THIS HONORABLE COURT GRANT AND ALLOW THIS HIS SUIT TO GO FORTH AND PROCEED IN ACCORDANCE WITH ALL LAWS PROVIDING FOR THE SAME.



NOTARY

ALL FACTS, MATTERS, AND INFORMATION CONTAINED HEREIN ARE TRUE AND CORRECT UNDER PENALTY OF PERJURY PURSUANT TO F.S. 92.5 25(2) AND PARALLEL FEDERAL STATUTE THIS 8<sup>TH</sup> DAY OF NOV. 2001.  
signed ME ANTHON HELM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT THE ORIGINAL AND SIX COPIES OF THIS COMPLAINT HAS BEEN FURNISHED TO: THE U.S. DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION CLERK OF COURT WITH ATTACHED REQUESTS FOR WAIVER OF SERVICE OF SUMMONS FOR EACH DEFENDANTS, AND TWO COPIES OF ACTUAL WAIVER OF SERVICE OF SUMMONS FOR EACH DEFENDANT, BY U.S. MAIL THIS 8<sup>TH</sup> DAY OF NOV. 2001.  
signed ME ANTHON HELM