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STEVEN M. LARIMORE CLERK U.S. DIST. CT. S.D. OF FLA. - MIAMI		

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

08-21696-CIV-ALTONAGA/BROWN

AMERICAN ASSOCIATION FOR THE)
 ADVANCEMENT OF SCIENCE,)
 AMERICAN CHEMICAL SOCIETY,)
 AMERICAN INSTITUTE OF PHYSICS,)
 BLACKWELL PUBLISHING, LTD.,)
 ELSEVIER, INC.,)
 MASSACHUSETTS MEDICAL SOCIETY,)
 OXFORD UNIVERSITY PRESS,)
 ROYAL SOCIETY OF CHEMISTRY,)
 SAGE PUBLICATIONS, INC.,)
 WILEY PERIODICALS, INC., and)
 WILEY-LISS, INC.,)

Plaintiffs,)

v.)

Case No. _____

PERIODICALS PUBLICACOES)
 TECNICAS,)
 SUBSCRIPTION SERVICES)
 INTERNATIONAL CORP.,)
 RUBENS A. VALERIO,)
 ROSEMEIRI VALERIO,)
 HOTLINE, INC., and)
 CHRISTOPHER FELLRATH)

Defendants.)

COMPLAINT

Plaintiffs sue Defendants and allege:

INTRODUCTION

This is an action for fraud, misrepresentation, civil conspiracy, breach of contract, conversion, copyright infringement, unfair and deceptive business practices in violation of Florida's Deceptive and Unfair Trade Practices Act, and civil theft.

PARTIES

1. Plaintiff American Association for the Advancement of Science (“AAAS”) is an international non-profit organization having its principal place of business at 1200 New York Avenue NW, Washington, D.C. 20005.

2. Plaintiff American Chemical Society (“ACS”) is a federally chartered non-profit organization having its principal place of business at 1155 Sixteenth Street NW, Washington D.C. 20036.

3. Plaintiff American Institute of Physics (“AIP”) is a New York non-profit corporation having its principal place of business at One Physics Ellipse, College Park, Maryland 20740.

4. Plaintiff Blackwell Publishing, Ltd. (“Blackwell”) is a corporation existing under the laws of the United Kingdom having a principal place of business at 9600 Garsington Road, Oxford, England OX4 2DQ, United Kingdom. Blackwell is a subsidiary of New York corporation John Wiley & Sons, Inc. (“JWS”), which is the parent also of plaintiffs Wiley Periodicals, Inc. and Wiley-Liss, Inc.

5. Plaintiff Elsevier, Inc. (“Elsevier”) is a New York corporation having a place of business at 30 Corporate Drive, Suite 400, Burlington, Massachusetts 01803.

6. Plaintiff Massachusetts Medical Society (“MMS”) is the oldest continuously operating medical society in the United States with its headquarters at 860 Winter Street, Waltham Woods Corporate Center, Waltham, Massachusetts 02451-1411.

7. Plaintiff Oxford University Press (“OUP”) is a department of the University of Oxford, a public university located in England, with its principal place of business at Great Clarendon Street, Oxford, OX2 6DP.

8. Plaintiff Royal Society of Chemistry (“RSC”), a scholarly society, is the largest organization in Europe for advancing the chemical sciences, with headquarters at Burlington House, Piccadilly, London W1J 0BA.

9. Plaintiff SAGE Publications, Inc. (“SAGE”) is a California corporation having its principal place of business at 2455 Teller Road, Thousand Oaks, California 91320.

10. Plaintiff Wiley Periodicals, Inc. (“Wiley Periodicals”), a subsidiary of JWS, is a Delaware corporation having its principal place of business at 111 River Street, Hoboken, New Jersey 07030.

11. Plaintiff Wiley-Liss, Inc. (“Wiley-Liss”), a subsidiary of JWS, is a Delaware corporation having its principal place of business at 111 River Street, Hoboken, New Jersey 07030.

12. Plaintiffs Blackwell, Wiley Periodicals, and Wiley-Liss are collectively referred to hereafter as “Wiley-Blackwell.”

13. Defendant Periodicals Publicacoes Tecnicas (“PPT”) is upon information and belief, a Brazilian corporation having its principal place of business at Rua Peixoto Gomide, 996, Conj. 501, Sao Paulo, Brazil.

14. PPT operates a partially lawful business as a so-called “subscription agency” that handles journal subscriptions for institutions. However, upon information and belief, PPT also operates an unlawful business based on unlawfully obtained property belonging to Plaintiffs.

15. Defendant Subscription Service International Corp. (“SSIC”) is a Florida corporation, which lists 8360 West Flagler Street, Suite 200, Miami, Florida 33144 as its

principal business address in Florida Department of State filings. However, there is no business operating at that address. Defendant Rubens Valerio is an officer and registered agent for SSIC at the same address.

16. Defendant Rubens Valerio (“Valerio”) is, upon information and belief, a citizen of Brazil with a Brazilian address of Rod. Geraldo Scavoni, 1000 Lt. 72, Jacarei – SP, 12311-220 Brazil. Valerio regularly conducts business in Florida, and owns real property located in Florida, including property located at 100 Lincoln Road, Unit 1405, Miami Beach, Florida 33139. This is one of the addresses used in perpetrating the fraud described in this Complaint. However, upon information and belief, it is a vacant condominium unit. Valerio is an officer of defendant SSIC, and a principal or key employee of PPT. Valerio and defendant Rosemeiri Valerio also own another unit, #1608, at 100 Lincoln Road, Miami Beach, which unit, upon information and belief, is also vacant.

17. Defendant Rosemeiri Valerio (“Rosemeiri”) is, upon information and belief, a citizen of Brazil and the wife of defendant Valerio. Like Valerio, she has a Brazilian address at Rod. Geraldo Scavoni, 1000 Lt. 72, Jacarei – SP, 12311-220 Brazil, but regularly conducts business in Florida, utilizing an address at 100 Lincoln Road, Unit 1405, Miami Beach, Florida 33139.

18. Defendants PPT, Valerio, and Rosemeiri, and other as yet unidentified defendants, have been doing business under the name Golden Arrow Books (“Golden Arrow”). Golden Arrow purports to have a business address at 1348 Washington Avenue, Suite 154, Miami Beach, Florida 33139. However, no business appears to be

operating at that address. Upon information and belief, it is merely a mail drop used by defendants in perpetrating the fraudulent scheme at issue.

19. Defendant Hotline, Inc. a/k/a Hotlyne Communications (“Hotline”) is, upon information and belief, a corporation organized and existing under the laws of New York. According to the records of the New York Secretary of State, its business address is 2129 Flatbush Ave., Brooklyn, NY 11234. However, an insurance agency with a different name is the only company currently doing business at that address, and plaintiffs have no information as to the whereabouts of Hotline other than to the extent it may be reached via defendant Fellrath. Upon information and belief, at one time Hotline provided communications services and also served as a mail drop. Upon information and belief, Hotline continues to pick up mail at its former business address as part of the fraudulent scheme.

20. Defendant Christopher Fellrath (“Fellrath”) is, upon information and belief, a resident of New York with a home address at 1169 East 100th Street, Brooklyn, NY 11236, and President of defendant Hotline.

21. As described more fully below, Defendants’ illegal and tortious actions constitute a civil conspiracy. At all times material hereto, each and every Defendant was acting, at least in part, in furtherance of the conspiracy and/or as agent(s), employee(s) or co-conspirator(s) of the other defendants.

JURISDICTION AND VENUE

22. This is an action for monetary damages and equitable relief in excess of seventy five thousand dollars (\$75,000.00), excluding interest, costs, and attorney’s fees.

23. This Court has subject matter jurisdiction over the copyright infringement claims in this action pursuant to 28 U.S.C. §1338(a), and over the other claims in this

action under general principles of supplemental jurisdiction, because the additional claims are related to the copyright claim, and arise from the same nucleus of operative facts such that they form part of the same case or controversy.

24. This Court has personal jurisdiction over Defendants because a substantial part of the events and/or omissions giving rise to Plaintiffs' claim occurred in Miami-Dade County, Florida. Additionally, Defendants reside or can be found in this District and/or have continuously and substantially conducted business in this District.

25. Venue is proper within this District pursuant to 28 U.S.C. §1391 because a substantial part of the events and/or omissions giving rise to Plaintiffs' claim occurred in this District and Division, and pursuant to 28 U.S.C. §1400(a) because Defendants or their agents may be found in this District.

FACTS

Plaintiffs' Publishing Operations and Policies

26. Plaintiff AAAS publishes, among other things, the journal *Science*, which has the largest paid circulation of any peer-reviewed general science journal in the world.

27. Plaintiff ACS publishes more than thirty journals, covering many aspects of the field of chemistry.

28. Plaintiff AIP publishes more than ten journals, covering many aspects of the field of physics. Plaintiff AIP also administers subscriptions for several other societies that publish journals in physics and related fields pursuant to agreements with those entities.

29. Plaintiff Blackwell, together with its affiliated companies in Europe, publishes approximately eight hundred scholarly journals throughout the world, many of them in medicine and other sciences.

30. Plaintiff Elsevier, together with its affiliated companies in Europe, publishes thousands of scholarly journals in the English language alone, all of them in the sciences and social sciences.

31. Plaintiff MMS publishes *The New England Journal of Medicine*, one of the world's leading medical journals.

32. Plaintiff OUP publishes hundreds of scholarly journals in many fields.

33. Plaintiff RSC publishes more than thirty journals, primarily in the field of chemistry.

34. Plaintiff SAGE publishes over four hundred and sixty scholarly journals worldwide in business, humanities, social sciences, science, technology, and medicine.

35. Plaintiff Wiley-Blackwell collectively publishes hundreds of scholarly journals in a number of fields, including but not limited to chemistry, physics, business, and certain social sciences.

36. The various journals published by Plaintiffs are sometimes collectively referred to as the "Plaintiffs' Journals."

37. Plaintiffs' Journals consist primarily of peer-reviewed articles, edited by noted scholars in various, specific fields.

38. Plaintiffs invest heavily in their journal publishing programs. Each year they incur substantial costs to support the editorial offices of their Journals, for copy-editing and proofreading, and for typesetting, layout, printing, binding, distribution, and promotion.

39. Plaintiffs sell their journals through various means, including subscriptions whose rates vary depending on the type of subscriber. Plaintiffs principally

price their journals for sale to institutions, and rely upon the income from institutional sales to make their journals economically feasible.

40. The standard institutional subscription price reflects the reality that copies owned by libraries or other institutions will be read by numerous people over the course of time.

41. Plaintiffs also offer subscriptions to individuals at prices deeply discounted from the standard price, often as an accommodation to members of the scholarly societies that sponsor the journals.

42. Each Plaintiff sells subscriptions directly to individuals and institutions, and also sells subscriptions to subscription agencies. Subscription agencies, such as Defendant PPT, act as intermediaries between the customers—libraries and other institutions—and the publishers of periodicals such as Plaintiffs' Journals. They can perform a valued role by removing the burden of extensive paperwork from the customers, while at the same time making payment and billing easier for publishers. For the relationship to work, however, the publishers and subscribers must be able to expect subscription agencies to act as honest intermediaries and not to abuse their position.

43. Plaintiffs have separate pricing models: one for individuals and another for institutions. This tiered pricing is, and has long been, the custom and practice in the field of scholarly publishing.

44. An "individual" subscription, as the name indicates, is for the use of a given individual, and a "member" subscription is for the use of a given member of the scholarly society that sponsors a particular journal.

45. An “institutional” subscription, on the other hand, is for the use of a library or other institution, and its patrons, employees, etc.

46. These distinctions between the different types of subscriptions are well defined and understood in the marketplace. It is especially well known to persons such as PPT that work in that marketplace.

47. Plaintiffs rely on the persons who place subscription orders to identify truthfully the type of subscription they are entitled to purchase, based on their status as individuals or institutions.

48. Some publishers, including the majority of the Plaintiffs, make this explicit by expressly forbidding any resale or institutional use of individual subscriptions.

For example:

- a. One cannot order ACS journals at the lowest rate without becoming a member of the ACS, and everyone who applies for membership is required to acknowledge that all member rate subscriptions are for the member’s “own personal use.” ACS journal mastheads state that member subscriptions cannot be donated or shared with libraries until 5 years post publication date. *See* sample masthead attached as Exhibit “A”.
- b. One cannot order AIP journals at the lowest rate without becoming a member of an AIP-affiliated society. AIP member brochures state: “ALL SUBSCRIPTIONS AT MEMBER RATES ARE FOR PERSONAL USE ONLY,” and annual renewal notices to members reiterate this message. *See* sample price list and renewal reminder attached as, respectively, Exhibits “B” and “C”. Starting in 2005, renewal notices added that

“[t]hese subscriptions are not intended for release to libraries, reading rooms, or for any other institutional purpose. By returning your invoice along with payment you are acknowledging this principle and your agreement to comply.” *See* sample form of renewal reminder attached as Exhibit “D”.

- c. Blackwell states in its pricing information that personal subscription rates are applicable only to orders for “bona fide personal use only.” *See* sample price list attached as Exhibit “E”.
- d. Elsevier’s Terms and Conditions and its invoices and purchase order forms state: “Customer/Client represents and warrants that it is purchasing Products or Services from ELSEVIER for its own account and use (or if the Client is an agent, for the account and use of no more than one principal) and not on behalf of any other person or entity,” except as may be expressly set forth otherwise in the Terms and Conditions. *See* sample pro forma invoice attached as Exhibit “F”.
- e. OUP’s subscription information states that “Personal rates are applicable only when a subscription is for individual use and are not available if delivery is made to a corporate address.” *See* subscription ordering information as posted on OUP’s website, a printout of which is attached as Exhibit “G”.
- f. The invoice form used by Wiley Periodicals and Wiley-Liss for print journal subscriptions states that personal rate subscriptions may not be

resold or used as library copies. *See* sample pro forma invoice attached as Exhibit “H”.

49. Plaintiffs either own copyright in the journal issues that they publish or have exclusive publication licenses from other parties, such as scholarly societies, that own copyright in such issues.

50. The revenue from publication and reproduction of Plaintiffs’ Journals, and specifically the revenue from institutional journal subscriptions, is a significant portion of Plaintiffs’ annual revenues and therefore critical to their financial health.

51. Plaintiffs suffer serious financial injury when they are not paid correctly for subscriptions.

DEFENDANTS’ SCHEME

52. Defendants, led by Rubens Valerio and PPT, have been engaged in a fraudulent scheme that strikes at the heart of Plaintiffs’ businesses.

53. Using various identities, many of them false, and various addresses, many also false, they have ordered and acquired subscriptions to Plaintiffs’ Journals at individual rates. These subscription orders are placed with plaintiffs through normal channels, consisting primarily of mail orders through the U.S. Postal Service and internet orders. Orders for these subscriptions are generally placed in the autumn prior to the subscription year in question.

54. Upon information and belief, Defendants then resell the subscriptions obtained in this manner to institutions in Brazil at prices below plaintiffs’ own institutional rates but far in excess of what defendants have paid for them.

55. Upon information and belief, the resale part of this operation has been carried out by defendant PPT.

56. Upon information and belief, Rubens Valerio directed the remaining defendants (and possibly other individuals) to order such subscriptions at individual rates. These other defendants are in some manner affiliated with him. Defendants then use PPT, with its network created to operate a legitimate business as a subscription agency, as a vehicle for reselling the subscriptions fraudulently obtained by the remaining defendants.

57. For example, defendants have procured subscriptions to a large number of Plaintiffs' Journals using the fictitious name of "Marcia Faria," at three different addresses in Florida and Brazil, as follows:

Address	Journal (Year)	Publisher
1348 Washington Ave Apt 154, Miami Beach, FL 33139	<i>New England Journal of Medicine</i> (2003-2006)	MMS
Caixa Postal 1323, Jacarei SP 12306-990, Brazil	<i>Diagnostic Mircobiology and Infectious Disease</i> (2002-2003)	Elsevier
	<i>Annals of Tourism Research</i> (2003-2004)	Elsevier
Caixa Postal 1400, Jacarei SP 12306-990, Brazil	<i>BJU International</i> (2003- 2004)	Blackwell
	<i>Journal of Internal Medicine</i> (2003-2004)	Blackwell
	<i>Museum International</i> (2003)	Blackwell

	<i>Periodontology 2000</i> (2003)	Blackwell
	<i>Brain and Cognition</i> (2003-2004)	Elsevier
	<i>American Journal of Sports Medicine</i> (2004-2006)	SAGE
	<i>Western Journal of Nursing Research</i> (2005)	SAGE
	<i>Journal of Teacher Education</i> (2005-2006)	SAGE
	<i>Education Administration Abstracts</i> (2005-2006) Print	SAGE
	<i>Educational Management Administration & Leadership</i> (2006)	SAGE

58. One of the addresses purportedly belonging to “Marcia Faria” is also the purported business address of Golden Arrow, 1348 Washington Avenue, Suite 154, Miami Beach, Florida.

59. This same address has been used to order individual subscriptions in over *one hundred* individual’s names, most of them believed to be fictitious, including but not limited to Marilha Agne, Natalia Diniz, Pedro Farias, Rubens Fundo, Antonio Herdies, Luis Leite, Richard Mader, Jose Prado, Curtis Smith, Solange Souza, Rubens Vasconcelos and Rinaldo Victorio. The name “Curtis Smith” has been used in this manner to subscribe to a number of AIP journals, including but not limited to *Physics Today* (2006, both print and online).

60. Upon information and belief, the above subscriptions, and numerous others, are deliberately procured through the fraudulent use of false name(s) and/or information.

61. Defendants then offer the fraudulently purchased product for resale at or near the institutional price to institutions in Brazil.

62. For each subscription one or more of the defendants placed an order with the plaintiff publisher giving the false name and address, representing implicitly or explicitly that such subscription was for the personal use of the individual with the specified name.

63. In reliance on such false representations, the publisher entered a subscription in its books for that individual, and invoiced the subscription at the individual rate. In due course, Plaintiffs shipped copies of the issues of the journal concerned to the individual at the specified address.

64. Defendants Rubens Valerio and/or SSIC, aided by the other defendants, then collected the journal and printed matter copies as they were delivered and transshipped such copies overseas, having pre-sold subscriptions for such copies to Brazilian or other institutions at much higher prices.

65. Upon information and belief, defendant PPT is the principal vehicle for carrying out the illicit activity or activities described above. As a subscription agency, PPT is ideally positioned to resell journals obtained through fraud, without raising suspicion among customers.

66. Defendants' conduct fraudulently deprived the publisher of the income to which it was entitled for sale of a subscription to the institution that actually received it,

and in most or all cases also directly violated the terms of the publisher's individual subscription contract.

67. Defendant Rubens Valerio has also ordered individual subscriptions in his own name, using several different addresses. He has subscribed to over twenty-five different Plaintiffs' journals, spanning a wide range of disciplines. For the year 2005 alone, Valerio's fraudulent subscriptions included:

Address	Journal	Publisher
100 Lincoln Road, Apt. 1405, Miami Beach, FL 33139	<i>American Journal of Sports Medicine</i>	SAGE
	<i>Optometry</i>	Elsevier
1835 NE Miami Gardens Drive, #366, N. Miami Beach, FL 33179	<i>Journal of Natural Products</i>	ACS
	<i>Chemical and Engineering News</i>	ACS
	<i>Environmental Science and Technology</i>	ACS
	<i>Journal of the ACS</i>	ACS
	<i>Journal of Physical Chemistry ABC</i>	ACS
	<i>Journal of Chemical Information & Modeling</i>	ACS
Av Elmira Martins Moreira #455, JD Altos De Santanna, Jacarei-SP, Brazil	<i>Educational and Psychological Measurement</i>	SAGE
	<i>Cultural Studies – Critical Methodologies</i>	SAGE
	<i>Publius: Journal of Federalism</i>	OUP
Av Nicalau Mercadante 48, Jacarei, Brazil 12327-680	<i>Science</i> (print and online membership)	AAAS
	<i>ELT Journal</i>	OUP
	<i>Applied Linguistics</i>	OUP
	<i>Journal of Teacher Education</i>	SAGE

In ordering these subscriptions, Valerio falsely represented to the plaintiffs, implicitly or explicitly, that they were for his personal use, when in fact they were for resale overseas to institutions.

68. In the same manner, defendant Rosemeiri Valerio obtained subscriptions addressed to herself at her home address and also at several other addresses, for unauthorized institutional resale. Rosemeiri's fraudulent subscription orders include:

Address	Journal (Year)	Publisher
100 Lincoln Road, Apt. 1405, Miami Beach, FL 33139	<i>American Journal of Cardiology</i> (2003-2007)	Elsevier
1835 NE Miami Gardens Drive, #366, N. Miami Beach, FL 33179	<i>American Journal of Epidemiology</i> (2003-2006)	OUP
	<i>New England Journal of Medicine</i> (2005-2006)	MMS
2129 Flatbush Ave, PMB 4000, Brooklyn, NY 11234	<i>New England Journal of Medicine</i> (2003)	MMS
	<i>Business Horizons</i> (2003)	Elsevier
	<i>Entrepreneurship Theory and Practice</i> (2003)	Blackwell
Av Nicalai Mercadante 48, Jacarei, Brazil 12327-680	<i>Clinical Occ. Env. Med.</i> (2003-2004)	Elsevier
	<i>Journal of Heredity</i> (2003-2006)	OUP
	<i>Biometrika</i> (2005)	OUP
	<i>International Journal of Epidemiology</i> (2003)	OUP
	<i>Journal of Environmental Law</i> (2003)	OUP

	<i>Dialog: A Journal of Theology</i> (2003-2004)	Blackwell
	<i>The Journal of Finance</i> (2003)	Blackwell
Caixa Postal 1323, Jacarei SP 12306-990, Brazil	<i>British Journal of Oral and Maxillofacial Surgery</i> (2003-2004)	Elsevier
	<i>International Journal of Oral and Maxillofacial Surgery</i> (2003)	Elsevier
	<i>Histopathology</i> (2003)	Blackwell
	<i>Journal of Nutritional Biochemistry</i> (2003)	Elsevier
	<i>Theriogenology</i> (2003)	Elsevier
	<i>Sociology</i> (2003)	SAGE
Caixa Postal 1400, Jacarei SP 12306-990, Brazil	<i>Educational and Psychological Measurement</i> (2003)	SAGE

69. Defendants Rubens and Rosemeiri Valerio have ordered over forty subscriptions, including those listed above, using their names and the name Carolina Valerio (presumably a relative or a fictitious name) to 1835 NE Miami Gardens Drive, N. Miami Beach, Florida. Upon information and belief, this address is merely a mail drop used by defendants in perpetrating the fraud at issue.

70. Defendants have principally conducted their actions in furtherance of the fraudulent and illegal schemes described in this Complaint in the State of Florida, and in particular Miami-Dade County.

71. Defendants have also ordered over one hundred subscriptions in various names for delivery to Hotline's former business address, 2129 Flatbush Avenue, Suite 4000, Brooklyn, NY. Plaintiffs are informed and believe that defendant Fellrath picks up these journals and delivers them as directed by Valerio for resale to PPT customers.

72. The above examples are merely illustrative. To date, Plaintiffs have discovered over 2,000 subscriptions to Plaintiffs' Journals which Defendants have fraudulently ordered using over 150 different names and over 25 different addresses.

73. Relying on defendants' fraudulent representations as described above, plaintiffs have duly shipped copies of the various issues of the journals concerned to names and addresses provided by defendants or provided online access to such journals.

74. Plaintiffs have suffered significant harm from all of defendants' conduct described above, equal to the difference between the rate that Defendants pay for these illegitimate subscriptions, and the price at which such subscriptions should have been sold to defendants' true customers. The amount of revenue thus diverted remains to be determined, but is believed to be in excess of \$1,200,000.

Count I

Fraud

75. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

76. Defendants falsely, and with intent to defraud the Plaintiffs, purchased individual subscriptions from Plaintiffs using a multitude of false, fictitious or altered names and addresses, which they implicitly represented to Plaintiffs were those of actual individual readers of Plaintiffs' Journals.

77. In many instances, as noted above, these names and addresses were fictitious, but even those subscriptions using real names and addresses were not intended for personal use as represented, but rather were acquired with the intention of illegally reselling the subscription materials to institutions.

78. Defendants' representations were false in fact and known to be false by Defendants at the time they were made, inasmuch as Defendants were obtaining copies of Plaintiffs' Journals at low prices solely in order to resell them at higher, institutional prices.

79. Defendants' use of false names and addresses was intended to expand the scope of this fraud and to help avoid detection.

80. Plaintiffs relied upon the representations of Defendants and were thereby induced to provide journals, unwittingly, to Defendants, which journals were resold by Defendants at a profit.

81. By reason of such fraudulent scheme Plaintiffs have suffered economic loss as alleged, based on the price differentials described above, and Defendants have been unjustly enriched.

Count II

Misrepresentation

82. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

83. Defendants made material representations that the individual subscriber names or addresses provided to the Plaintiffs were valid.

84. Those representations were false and known to be false by the Defendants at the time they were made.

85. Defendants were using such false names or addresses to wrongfully and illegally induce plaintiffs to provide defendants with copies of Plaintiffs' Journals at individual subscription rates, which they could then resell at higher, institutional rates, and/or reproduce for sale to third parties.

86. Plaintiffs relied upon the representations of Defendants and were thereby induced to provide journals, unwittingly, to Defendants, at substantially below their proper cost.

87. By reason of such misrepresentations Plaintiffs have suffered economic loss, based on the price differentials described above, and Defendants have gained the difference between the prices they paid and the prices at which they sold the fraudulently obtained subscriptions to their customers.

Count III

Civil Conspiracy

88. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

89. Each of the Defendants specifically intended and agreed to all or parts of the fraudulent course of conduct described in this Complaint.

90. Defendants each had knowledge of the course of action and each performed various unlawful and overt acts to carry out the objective of the conspiracy, i.e. to fraudulently obtain subscriptions and copies of Plaintiffs' Journals and resell them.

91. Upon information and belief, Defendants obtained post office boxes to order fraudulent subscriptions from Plaintiffs.

92. The creation of fraudulent addresses to order copies of Plaintiffs' Journals and reselling them was intended to harm Plaintiffs by usurping profits from Journal subscriptions.

93. Plaintiffs have suffered substantial harm from such conspiracy.

Count IV

Breach of Contract

94. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

95. Defendants, by purchasing individual subscriptions and reselling them to institutions, are in breach of their subscriber agreements, express and implied, with Plaintiffs.

96. As a result of such breaches, Plaintiffs have suffered economic losses as alleged above.

Count V

Conversion

97. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

98. By obtaining possession of Plaintiffs' Journals fraudulently and unlawfully, Defendants have converted Plaintiffs' property.

99. As a result of such conversation, Plaintiffs have suffered damages as alleged above and Defendants have been unjustly enriched.

100. The fraudulent conduct of Defendants was done knowingly and with malicious intent. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined at trial.

Count VI

Copyright Infringement

101. Plaintiffs reallege and incorporate herein by reference paragraphs 1-100 above.

102. Defendants' distribution of copies obtained by conversion constitutes unauthorized distribution, and thus infringement of Plaintiffs' copyrights in the journal issues concerned. Without limitation, defendants have by their conduct described above infringed the following registered copyrights belonging to Plaintiffs:

- Science*, Vol. 311 Nos. 5757-5769, TX 0006323141 (AAAS)
- Journal of the American Chemical Society*, Vol. 127 No. 1, TX0006152037 (ACS)
- Physics Today*, Vol. 59 Nos. 1-3, TX0006314783 (AIP)
- American Heart Journal*, Vol. 153 No. 2, TX0006544654 (Elsevier)
- The New England Journal of Medicine*, Vol. 354 Nos. 1-13, TX0006322855 (MMS)
- American Review of Public Administration*, Vol. 36 No. 1, TX0006369616 (SAGE)
- Head & Neck: Journal for The Sciences & Specialties of The Head and Neck*, Vol. 27 Nos. 8-10, TX0006252130 (Wiley Periodicals)

103. Plaintiffs Blackwell Publishing, Ltd. and Oxford University Press, being non-U.S. copyright claimants, have not and are not required to have registered their copyrights in order to pursue this action for infringement.

Count VII
Unjust Enrichment

104. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

105. By unwittingly transferring to Defendants copies of journals at a price far below that which Defendants charged its legitimate customers, Plaintiffs have conferred benefits on the Defendants at the express request and with the full knowledge of defendants.

106. Defendants voluntarily accepted and retained the benefits thus conferred, and it would be inequitable for Defendants to retain the benefit without paying the true value thereof to Plaintiffs.

Count VIII
Violation of Florida's Deceptive and Unfair Trade Practices Act
F.S.A. § 501.201, et seq.

107. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

108. Defendants' false, misleading, and deceptive actions in misrepresenting to each Plaintiff the status of subscriptions and in selling to consumers fraudulently obtained copies of Plaintiffs' Journals violate Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq.

109. As a result of such activities, Plaintiffs have suffered damages for which Defendants are liable.

110. Plaintiffs demand payment of their reasonable costs and attorneys' fees incurred in this action, pursuant to § 501.2105, Florida Statutes.

Count IX
Constructive Trust

111. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 and 105-106 above.

112. Defendants operated a partially legitimate business as a "subscription agency" selling Plaintiffs journals. Defendants were fully aware that the subscriptions to Plaintiffs' journals – as is common in the industry – were priced differently depending upon whether they were for institutional or personal individual use.

113. In agreeing to place orders for and/or purchase subscriptions from Plaintiffs, the Defendants implicitly and/or explicitly represented and promised that they would not use each particular subscription in a manner inconsistent with the category purchase, e.g. an individual subscription would only be used by an individual and not an institution.

114. In reliance on Defendants' promises, Plaintiffs transferred property to Defendants, i.e. the journals.

115. As part of their fraudulent scheme, Defendants thereafter re-sold the individual subscriptions to institutional purchasers at a higher price.

116. Consequently, as a direct result of Defendants wrongful and fraudulent actions, they were unjustly enriched.

117. Defendants have been unjustly enriched as a result of their fraudulent actions, by over \$1,260,000.

118. As part of their fraudulent scheme and civil conspiracy, Defendants obtained possession of over \$1,260,000 of funds which rightfully belong to the Plaintiffs. This money constitutes the res of a constructive trust held in benefit for the Plaintiffs.

119. Therefore, a constructive trust should be imposed on the over \$1,260,000 of the Plaintiffs money held by the Defendants.

120. Also as a result of the Defendants' fraudulent actions, the Defendants obtained ownership of real property utilizing the fraudulently obtained funds of the Plaintiffs.

121. The real property is legally described as:

Condominium Unit No. 1405, THE DECOPLAGE, A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records 15739, at Page 1067, as amended in Official Records Book 15739, at Page 3969 of the Public Records of Miami-Dade County, Florida, together with an undivided share in the common elements appurtenant thereto.

(the "Real Property").

122. Consequently, the Plaintiffs are entitled to take ownership of the Real Property, and a constructive trust should be imposed on the Real Property.

Count X
Civil Theft

123. Plaintiffs reallege and incorporate herein by reference paragraphs 1-74 above.

124. Defendants knowingly obtained and have used monies rightfully belonging to Plaintiffs with the felonious intent to, either temporarily or permanently, deprive Plaintiffs of the right to the money and to appropriate the money to Defendants' own use in violation of §772.11, Florida Statutes.

125. As a result, Plaintiffs have been injured because of the violation of §772.11, Florida Statutes, and have lost the above sum plus interest from the date of the theft.

126. In an attempt to avoid the need for criminal prosecution and to recoup this loss, Plaintiffs gave Defendants an opportunity to make restitution.

127. Defendants have failed or refused to make restitution.

128. Plaintiff has retained the undersigned attorneys and is obligated to pay a reasonable fee for their services. Pursuant to §772.11, Florida Statutes, Plaintiff is entitled to an award of attorney's fees.

129. Before filing this suit, Plaintiffs on June 19, 2007, served on Defendants a written demand for payment of \$1,260,000, the approximate dollar amount of the theft. A copy of this written demand is attached to this complaint as Exhibit "I" and is incorporated by reference.

130. Defendants have failed and refused to pay the amount demanded or any other amount.

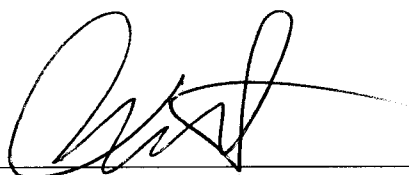
WHEREFORE Plaintiffs respectfully request that this Court:

- A. Issue an order preliminarily enjoining Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert with them or participation with them, from placing further fraudulent subscription orders for Plaintiffs' Journals during the pendency of this litigation;
- B. Issue an order permanently enjoining Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert with them or participation with them, from placing further fraudulent subscription orders for Plaintiffs' Journals;
- C. Impose a constructive trust over the res acquired by Defendants utilizing the illicit proceeds of their fraudulent scheme;
- D. Award Plaintiffs the damages they have suffered as a result of Defendants' conduct described herein;
- E. Award Plaintiffs restitution and disgorgement of Defendants' profits unlawfully obtained;

- F. Award Plaintiffs treble damages pursuant to §772.11, Fla. Stat. (2008);
- G. Award Plaintiffs an accounting of Defendants' profits from the fraud described of herein;
- H. Award Plaintiffs punitive damages;
- I. Award Plaintiffs statutory damages at their election pursuant to 17 U.S.C. §504(c);
- J. Award Plaintiffs their reasonable attorneys' fees, costs of suit and interest; and
- K. Award Plaintiffs such other and further relief as the Court deems just and proper.

Dated: June 13th, 2008.

Respectfully submitted,



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Cover: Conformation of apoA-I on a 9.6 nm diameter recombinant HDL particle constructed from constraints obtained from the combination of chemical cross-linking and mass spectrometry. Two antiparallel molecules of human apoA-I, one colored purple and the other green, organize and solubilize 150 molecules of phospholipid (shown-1-palmitoyl-2-oleoyl-sn-glycero-3-phosphocholine). The ability of this highly amphipathic α -helical protein to organize and solubilize phospholipid enables the nascent HDL particle to bind and transport peripheral tissue cholesterol, modulating whole body cholesterol homeostasis. [Bhat, S., et al. (2007) *Biochemistry* 46, 7811-7821.]

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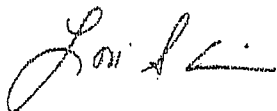
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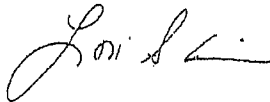
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Blackwell Publishing

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Blackwell Publishing Ltd (Oxford)	4-5	6-47
Blackwell Verlag (Berlin)	48	49-51
Blackwell Publishing Asia (Melbourne)	52	53-56

We have now consolidated the ordering arrangements for our Danish, Oxford and Boston titles at our Oxford headquarters. This will make ordering easier by reducing the number of contact addresses, and also has resulted in a more consistent approach to pricing and policy. In particular, 2003 is the first year where we have had the benefit of a unified pricing policy with regard to our print and online editions, offering customers both broad online access and a choice of package options.

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Re: Subscription Fraud

Dear Mr. Valerio:

This firm has been retained to represent certain publishing companies in connection with journal subscription fraud. Our clients include the American Association for the Advancement of Science, the American Chemical Society, the American Institute of Physics, Elsevier, Inc., Massachusetts Medical Society, Oxford University Press, the Royal Society of Chemistry, Sage Publications, Inc., and John Wiley & Sons, Inc. (including its subsidiary Blackwell Publishing) (collectively the "Publishers"). During the past two years, we have filed lawsuits against various subscription agencies, companies and individuals on behalf of many of these and other publishers, based on the fraudulent purchase of their journals at the individual or member rate and subsequent resale to institutions.

As you know, the Publishers sell their journals through various means, including subscriptions whose rates vary depending on the type of subscriber. They price their journals for sale to institutions, and rely on institutional sales for the income to make their journals economically feasible. The Publishers offer subscriptions to individuals at prices deeply discounted from the standard price, often as an accommodation to members of the

scholarly societies that sponsor the journals, and always in strict compliance with certain policies.

The Publishers make clear in their pricing information that certain prices are for individuals and other prices are for institutions. The Publishers forbid the resale or institutional use of individual subscriptions through their pricing, subscriber agreements or terms and conditions.

My clients have extensive evidence that you have been engaged in an elaborate fraudulent scheme using various identities, many of them false, and various addresses, many also false, to order and acquire subscriptions to my clients' journals at member/individual rates. The subscriptions obtained in this manner have obviously then been resold to institutions, in Brazil and perhaps elsewhere, at prices at or below institutional rates.

By way of illustration, I would direct your attention to the Schedules A and B hereto. Schedule A contains a list of identities you have used to fraudulently procure journals from the Publishers in 2006-2007. Schedule B contains a list of addresses you have used for the same purpose in 2006-2007.

Your conduct constitutes a fraudulent conspiracy in violation of U.S., English, and Brazilian laws. Because these orders were placed using the U.S. mail and/or wire communications, your conduct also violates U.S. federal law, specifically the Racketeer Influenced and Corrupt Organizations Act (RICO). Furthermore, you are in breach of your subscriber agreements, both express and implied, with our clients.

In mitigation of their damages, the Publishers cancelled or will shortly cancel all subscriptions to the names and addresses on Schedules A and B. If you wish to have them reinstated, we must reach a global settlement of these claims, on the following terms:

1. You must act to convert all fraudulent individual or member subscriptions to institutional subscriptions by providing valid end user information for all such subscriptions. This relates to names and addresses on Schedules A and B, and any others implicated in your scheme. For names and addresses not listed on Schedules A and B, you must identify them to me.
2. You must agree to place all future subscription orders at the correct rate and supply accurate end user information for all future subscriptions.
3. You must pay my clients the sum of \$340,000 for damages in 2006-2007, and \$920,000 for past damages, representing the difference between the individual and institutional price for the subscriptions at issue. Note that

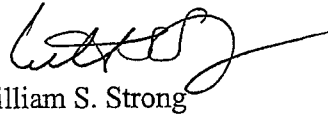
pre-2006-2007 damages include names and addresses in addition to those on Schedules A and B.

4. As a disincentive to any further conduct of this kind, you must agree that should there be a recurrence of this conduct you will pay the publishers concerned not the amount of your underpayment, such as they are now demanding, but three times that amount.

Should we be obliged to bring suit against you, there is no doubt under these circumstances that a court will find your activities fraudulent and force you to pay the publishers the subscription fees that should have been paid at the institutional rate. In addition, the Publishers will seek treble damages, punitive damages, interest and attorneys' fees.

This letter is for settlement purposes only, and without prejudice to our clients' rights and remedies, including their rights to seek injunctive and other relief. I look forward to your prompt response.

Yours sincerely,



William S. Strong

Enclosures

cc: Joseph Appel, Esq.
David Barr

Lori Carlin
Johnnie James, Esq.
Roy Kaufman, Esq.
Maureen McArdle, Esq.
David Painter
Carol Richman, Esq.
Deborah Rivera-Wienhold
Eric Slater, Esq.
Mark Seeley, Esq.

WSS/Golden Arrow/Corr/Demand Letter

Schedule A

First	Middle	Last
JOSE		ANTERO
LUIZ		ANTONIO
RUBENS		ANTONIO
MARILHA		ANTUNES
RONALDO		AQUINO
LETICIA		BARBOSA
Nilton		Barros
DEISE		BASTOS
BRUNA		BATISTA
JOAO		BATISTA
JONAS		BATISTA
A		BRAGA
Alexandre		Braga
WAGNER		BRAULIO
Dionisio		Brison
DAVID		BUENO
Eduardo		Caliman
Genesisio		Caliman
Marcia	F	Caliman
Natalia		Caliman
RODNEY		CALIMAN
Rosmairi		Caliman
ROSMEIRI		CALIMAN
ALTINO		CAMARGO
VICENTE		CARDOSO
Gomes		Carman
ALEXANDRE		CARMO
CLAUDI		CARMO
CLAUDIA		CARMO
JEAN		CARMO
PAULO	DO	CARMO
RENAN		CARMO
SEBASTIAO		CARMO
SEBASTIOA		CARMO
VANDERLEI		CARMO
Dario		Castro
DIMAS		CASTRO
Vera		Costa
Vicente		Costa
VIENTE		COSTA
BENEVIDES		COUTO
ADALBERTO		CRUZ
Adilson		Cursino
Mariana		Cursino
NATHAN		DALPRAT
Maria		De L Campi
FELLPE		DECKER
FABIO		DELAPE
FRANCISCO		DELAPE

First	Middle	Last
M		DePaula
FELIPE		DEZOTTI
LUIZA		ERUN
Marcia		Faria
Rodney		Farias
EMANUEL		FERNANDES
RENATA		FRANTZ
VAGNER		GAETA
Wagner		Gaeta
FABIO	BENEDITO	GARCIA
ROGERIO		GARCIA
LEONARD		GIRRATANO
MERCEDES		GIRRATANO
Carmen		Gomes
SANDRA		GONCALVES
Regina	Marcia	Gontijo
MILTON		GOUVEIA
DELAPE,		GUSTAVO
RODOLFO		HERDIES
VERA		HERDLES
Patricia		Hitomi
Pedro		Hitomi
JOAO		LEITE
Eduardo		Luiz
MALLU		MADER
WOLF		MAIA
BORIS		MANTANA
Edi		Marcondes
Marco		Mariano
CARLA		MARITA
ROSEANE		MARTINS
ROSENE		MARTINS
SEBASTIAO		MELLO
Marcos		Mendes
Antonio		Miranda
Carlos		Nasraui
Carlos	Eduardo	Nasraui
DR	CARLOS	NASRAUI
Mauricio		Nasser
MONICA		NOGUEIRA
VAGNER		NOVAES
Armelin		Nunes
Armelindo		Nunes
VALERIA		NUNES
M	A	OBrien
RITA DE CASSIA		ORTEGA
CELSO		PAQUITO
RICARDO		PERALE
Ricardo		Perali
INOCENCIO		PEREIRA

First	Middle	Last
LEILA		PEREIRA
LUIZ		PEREIRA
NILTON	INACIO	PEREIRA
SIRIEI		PEREIRA
William		Peres
Wilson		Peres
GERALDO		PIMENTEL
SILVIO		PIMENTEL
		POTIGUAR
MARIANA		PRADO
LUCIANO		RANGEL
JAIR		REMOLA
Mara		Requena
Natalia		Requena
NATALIE		REQUENA
RODMARA		REQUENA
ANDERSON		ROCHEDO
CAMILA		ROCHEDO
JOAQUIM		ROVEDA
MARCUS	V	SADI
AUGUSTO		SANTINO
CAROLINA		SANTOS
FRANCISCO		SANTOS
LUIS		SANTOS
Regiane		Santos
RENATO		SANTOS
Ricardo		Santos
Wilson		Santos
RINALDO		SILVERIO
ADELINO		SIMOES
DECIO		SIMOES
MERCEDES		SIMONES
Adelino		Simons
CURTIS		SMITH
A		Sobrinho
LOURDES		SOUZA
ROBERTO		SOUZA
VALDIR		SOUZA
NATALIA		TIMBERG
LUCAS		TOLEDO
MANOEL		TOLEDO
ROSELMERY	ANTONY	VALE
RUBENES	ANTONY	VALE
RUBENS	ANTONY	VALE
Carolina		Valerio
R		Valerio
Rosemeiri		Valerio
Ruben		Valerio
RUBENS		VALERIO
RUBENS	ANTONIO	VALERIO

Schedule B

100 LINCOLN RD APT 1405				MIAMI BEACH	FL	33139		usa
1348 WASHINGTON AVE # 154				MIAMI BEACH	FL	33139		
1348 WASHINGTON AVE APT 145				MIAMI BEACH	FL	33139		
1348 Washington Avenue				Miami Beach		FL 33139-4212		USA
1348 Washington Avenue Suite 154				Miami Beach	FL	33139-4212		USA
1835 NE Miami Beach Gardens Dr				Nth Miami Beach		FL 33179-5035		USA
1835 NE MIAMI GARDENS DR # 366			N MIAMI BEACH FL 33179-5035	Nth Miami Beach		FL 33179-5035		USA
1835 NE Miami Gardens Dr 366				N MIAMI BEACH	FL	33179		UNITED STATES
1835 NE MIAMI GARDENS DR 388				BROOKLYN	NY	11234 4336		
2129 FLATBUSH AVE STE 4000				Sao Paulo		04088-002		Brazil
Al Dos Jurupis 800 Ap 52A				SAO PAULO		4088		BRAZIL
AL DOS JURUPIS 800/52A				Jacarei		12306730		Brazil
Altos De Santana			Av Elmira Martins Moreira 455	Jacarei				
AMC CONSULTORIA			AV NICOLAU MERCADANTE #48	12327-680 JACAREI S PAULO	BRAZIL			
AV ALMIRA MARTINS MOREIRA 455			JARDIM ALTOS DE SANTANA	JACAREI S PAULO		12306-730		BRAZIL
AV BENEDITO JOSE DE SOUZA,355			CEP 12380-000	SANTA BRANCA-SP				BRAZIL
AV CLAURIDES DE SIQUEIRA 90			JACAREI	SAO PAULO		12328		BRAZIL
Av Elmira Martins Moreira			455	Jacarei	SP			Brazil
AV ELMIRA MARTINS MOREIRA #455			JD ALTOS DE SANTANA	JACAREI-SP		12306-730		BRAZIL
AV ELMIRA MARTINS MOREIRA 455			ALTOS DE SANTANA	JACAREI SP		12306-730		BRAZIL
Av Elmira Martins Moriera 455Altos de Santana				Jacarei		12306-730		Brazil
Av Nicolai Mercadante 48				Jacarei		12327-680		Brazil
Av Nicolau Merca Dante			#48	Jacarei				Brazil
Av Nicolau Mercadante			48	Jacarei				Brazil
AV NICOLAU MERCADANTE 48			12327-680 JACAREI SAO PAULO	BRAZIL				
AV NICOLAU MERCADANTE 48			JACAREI	SAO PAULO		12327		BRAZIL
AV PELXOTO GOMIDE				SAO PAULO		01409-900		BRAZIL
Ave Elmira Martins Moreira 455			Jardim Altos de Santana	Jacarei-SP		12306-730		Brazil
Ave Elmira Martins Moreira 455			JACAREL	Jacarei SP		12306-730		BRAZIL
AVE NICOLAU MERCADANTE 48			#14 12328-170	SAO PAULO		12327		BRAZIL
AVENIDA CLAURIDES DE SIQUEIRA			JACAREI	JACAREI SP				BRAZIL
CAIXA POSTAL 1323				SAO PAULO		12308		BRAZIL
CAIXA POSTAL 1400				JACAREI SP 12308-990				BRAZIL
CAIXA POSTAL 172			GUARAREMA	SAO PAULO		8900		BRAZIL
CAIXA POSTAL 184			CACAPAVA	SAO PAULO		12281		BRAZIL
CAIXA POSTAL 184			JACAREI	SAO PAULO		12281		BRAZIL

CAIXA POSTAL 207	JOSE DOS CAMPOS	SAO PAULO	12245	BRAZIL
CAIXA POSTAL 24		TAUBATE - SAO PAULO	12010970	Brazil
CAIXA POSTAL 276	12300-970 JACAREI S PAULO	BRAZIL		
CAIXA POSTAL 276	JACAREI	SAO PAULO	12300	BRAZIL
Caixa Postal 66		Santa Branca	12380 970	Brazil
CALXA POSTAL 184		CACAPAVA SP	12281-970	BRAZIL
Caxia Postal 24		Taubate	12010-970	BRAZIL
Caxia Postal 276		Jacarei SP	12300-970	BRAZIL
Caxia Postal 66		Santa Branca - SP	12380-970	BRAZIL
Caxias Postal 1323		Jacarei SP	12308-990	BRAZIL
CIXA POSTAL 184		CCAPAVA SP	12281 970	BRAZIL
GOLDEN ARROW CORP	1348 WASHINGTON AVE UNIT 154	MIAMI BEACH FL 33139-4212		
Jardim Altos De Sant Anna	Av Elmira Martins Moreira 455	Jacarei	12306730	Brazil
PERIO CONSULTANT	AV ELMIRA MARTINS MOREIRA #45	12306-730 JACAREI S PAULO		BRAZIL
Private Bag 102-904	Nth Shore MSC	Auckland		NEW ZEALAND
R DR BENEDITO ESTAVAO DOS	SANTOS 147	SAO PAULO SP	02136-000	BRAZIL
Rod Geraldo Scanoni, Lote 72 Pedregulho		Sao Paulo	12311-220	Brazil
ROD GERALDO SCAVONI 1000 LOTE 72	JACANA	SAO PAULO	12311	BRAZIL
ROD. GERALDO SCAVONI 100 L. 72		JACAREI SP	12311-220	BRAZIL
RODOVIA GERALDO	SCAVONI #1000 L 72	PEDREGULH JACAREI-SP	12311-220	BRAZIL
RUA ALICE DE SOUZA CAPELLI 128	CIDADE JARDIM	JACAREI SP	12320-370	BRAZIL
Rua Clairides De Siqueira #90 Jardim Santa Maria		Jacarei	12328-170	BRAZIL
RUA CLAURODES DE SIQUEIRA 14		JACAREI SP	12307-270	BRAZIL
RUA JOSE DE BARROS 85	JACAREI	SAO PAULO	12307	BRAZIL
RUA NICOLAU MERCADANTE #48		JACAREI SP	12327-680	BRAZIL
RUA PEIXOTO GOMIDE 1519	APTO 71	SAO PAULO	01409-900	BRAZIL
RUA PEIXOTO GOMIDE 995	CONJ 501	SAO PAULO	01409-900	BRAZIL
RUA PEIXOTO GOMIDE 996	CONJ 501	SAO PAULO	01409-900	BRAZIL
Rua Peixoto Gomide 996 Rm501		Sao Paulo	01409-900	Brazil
Rua Peixoto Gomide 996Conj 50101409 900		Sao Paulo		BRAZIL
RUA SOUZA NAVES 1035 SALA 06	CENTRO CEP 86 010 10	LONDRINA PR		BRAZIL
Rua Urussui 71/51		Sao Paulo	04542-050	Brazil
Rua Urussui 71/51 04542-050		São Paulo	04542-050	Brazil
RUE CLAURODES DE SIQUEIRA 14		JACAREI SP	12307-270	BRAZIL

JS 44 (Rev. 2/08)

CIVIL COVER SHEET

June 13, 2008

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 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 the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases

STEVEN M. LARIMORE CLERK U.S. DIST. CT. S.D. OF FLA. - MIAMI

I. (a) PLAINTIFFS

AMERICAN ASSOCIATION FOR THE ADVANCEMENT OF SCIENCE, AMERICAN CHEMICAL SOCIETY, et al.

(b) County of Residence of First Listed Plaintiff New York, NY (EXCEPT IN U.S. PLAINTIFF CASES)

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

Michael Diaz, Jr., Carlos F. Gonzalez, Brant C. Hadaway - Diaz Reus & Targ, LLP, 100 S.E. 2nd Street, Suite 2600, Miami, FL 33131 - Tel: 305-375-9220

DEFENDANTS

PERIODICALS PUBLICACOES TECNICAS, SUBSCRIPTION SERVICES INTERNATIONAL CORP., RUBENS A. VALERIO

County of Residence of First Listed Defendant Sao Paulo, Brazil (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

(d) Check County Where Action Arose: [X] MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE HIGHLANDS

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

[] 1 U.S. Government Plaintiff [X] 3 Federal Question (U.S. Government Not a Party)

[] 2 U.S. Government Defendant [] 4 Diversity (U.S. Citizens of Parties in Item 1)

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

Citizen of This State PTF DEF [] 1 [] 1 Incorporated or Principal Place of Business In This State PTF DEF [] 4 [] 4

Citizen of Another State [] 2 [] 2 Incorporated and Principal Place of Business in Another State [] 5 [] 5

Handwritten signature: Date 05/21/08 - Altonaga/Brown

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

Table with columns: CONTRACT, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, REAL PROPERTY, LABOR, IMMIGRATION, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

[X] 1 Original Proceeding [] 2 Removed from State Court [] 3 Re-filed (see VI below) [] 4 Reinstated or Reopened [] 5 Transferred from another district (specify) [] 6 Multidistrict Litigation [] 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

(See instructions second page): a) Re-filed Case [] YES [] NO b) Related Cases [] YES [] NO JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §1338(a), Copyright Infringement, Fraud Conversion, Civil Conspiracy, Breach of Contract, Conversion. Unfair and Deceptive Trade Practices LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

[] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE June 12, 2008

FOR OFFICE USE ONLY AMOUNT \$ 350.00 RECEIPT # 982202

Handwritten date: 06/13/08