

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division**

MAINSTREAM ADVERTISING, INC.,
a California corporation,

Plaintiff,

vs.

Case No. _____

MONIKER ONLINE SERVICES, LLC,
a Florida limited liability company and
OVERSEE.NET, INC.,
a California corporation,

Defendants.

_____ /

**COMPLAINT FOR DAMAGES AND PRELIMINARY AND
PERMANENT INJUNCTIVE RELIEF AND DEMAND FOR JURY TRIAL**

Plaintiff, MAINSTREAM ADVERTISING, INC. (“Mainstream”), by and through undersigned counsel, hereby files its Complaint against Defendants, MONIKER ONLINE SERVICES, LLC (“Moniker”) and OVERSEE.NET, INC. (“Oversee”), and in support thereof, states as follows:

Parties, Jurisdiction and Venue

1. Mainstream is a California corporation having its principal place of business at 1701 Pacific Ave., Suite 190, Oxnard, California 93033.

2. Upon information and belief, Oversee is a California corporation having its principal place of business at 515 South Flower Street, 44th Floor, Los Angeles, California 93033. Upon further information and belief, Oversee is the parent company of Moniker and controls Moniker, acts in concert with Moniker for all purposes relevant to this Complaint, shares in the

profits earned from registration and/or monetization of domain names by Moniker. In other words, Oversee has been unjustly enriched through Moniker's unlawful conduct as described herein.

3. Upon information and belief, Moniker is a Florida limited liability company having its principal place of business at 20 Southwest 27th Avenue, Suite 201, Pompano Beach, FL 33069. Upon further information and belief, Moniker is a wholly owned subsidiary of Oversee.

4. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331 and 1338 and 15 U.S.C. §1121 in that this case arises under the Lanham Act, 15 U.S.C. §§1051, *et seq.*

5. This Court has personal jurisdiction over Defendants because the Defendants' business activities are conducted within the territorial confines of this judicial district. Moreover, Moniker is registered as a Florida Limited Liability Company owned and controlled by Oversee.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) because a substantial portion of the events giving rise to the claims herein alleged occurred in this district. In addition, Paragraph 28 of the Registration Agreement provides that "any action relating to this Agreement must be brought in the federal or state courts located in Miami-Dade County, Florida and you expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts."

General Allegations

A. Plaintiff's On-line Monetization Business

7. Mainstream is a nationally recognized comprehensive on-line advertising company with over ten (10) years of experience in search engine optimization (SEO), email marketing, pay per click management, on-line media buying and search marketing. Through these services, Mainstream offers a variety of low-cost and results driven online advertising opportunities to its clients.

8. Through use of its proprietary technologies, Mainstream is able to reach approximately eighty-five percent (85%) of the Internet's on-line audience through third-party internet search engines such as Google, MSN and Yahoo. Mainstream is able to achieve this level of market penetration through its comprehensive strategic registration and acquisition of value-based and business-generating domain names. Once Mainstream acquires a desired domain name, it creates a site containing certain advertising content which includes a variety of links to goods and services which ultimately direct visitors to the site to Mainstream's clients. In turn, Mainstream is compensated for that on-line referral. This is one of the many ways in which Mainstream monetizes its on-line advertising services through its select registration and holding of domain names.

9. To obtain these strategic domain names, Mainstream researched many of the domain name registration and hosting services available. Mainstream ultimately engaged Moniker in the 2004/2005 time frame to acquire and host domain names for its on-line advertising business, including monetizing those domain names through placement of links and other content.

10. Mainstream's ability to seek high organic search results for its value-based and business-generating domain names has resulted in many of the domain names to become well-known sources of goods, information and related service offerings by on-line consumers. Indeed, Mainstream's development of unique and distinctive content within these business-generating domain names has created considerable goodwill with regard to these domain name addresses, which connote the high quality on-line offerings afforded by Mainstream's services. Accordingly, on-line consumers have come to rely on goods, services and related information provided within the source identifying web sites accessible from Mainstream's domain names.

11. Mainstream owns numerous federal registrations for its trademarks and services

marks, including but not limited to, “Colo,” the “Colo” logo, “Quicklaunch” and “mainstreamadvertising.”¹

B. Mainstream’s Registration and Hosting Relationship with Moniker

12. In or about the 2004/2005 timeframe, Mainstream and Moniker entered into a Registration Agreement that sets forth the terms, conditions and obligations of the parties. Moniker has updated the Registration Agreement over the years, with such updates occurring in November 2008 and August 2013.² From the inception of their contractual relationship through present day, Mainstream has registered, hosted and/or maintained hundreds of thousands of internet domain names through Moniker’s registration and hosting services.

13. Paragraph 3 of the Registration Agreement, titled “Fees and Payments,” provides, in pertinent part, as follows:

As consideration for any Services you select, you agree to pay Moniker the applicable fees for such Services as set forth on our website at the time of your selection, unless a different fee or payments arrangement is agreed to in advance by us in writing. You also agree to pay any additional fees, surcharges, or supplemental payments that may be imposed on Moniker by ICANN, or any other regulatory agency that relates to your domain name registration.

Payments may be made by bank wire, valid credit card, valid debit card, PayPal, or check. All fees are due immediately and are non-refundable-including any fees used to pre-fund your account or otherwise prepaid by you-even if your Services are suspended, terminated, or transferred prior to the end of the Services term. . . . We also may, in our sole discretion, use any and all remedies available to us to collect any outstanding fees for Services rendered, including charging the card on your file, collecting funds held in your account, or, in the event a domain name registration has not been paid for, assuming ownership of said domain name, which we can either keep for our own account or sell. . . .

Initial domain name registrations and Services and domain name registrations and Services whose terms have expired must be paid in full before they can be transferred, deleted, or modified in any way, including any modification requests

¹ A copy of the trademark registrations is annexed hereto as Exhibit “A.”

² A copy of the current version of the Registration Agreement, updated as of August 26, 2013, is annexed hereto as Exhibit “B.”

to affect the domain name record or to provide domain name services.

See Exhibit “B,” ¶3.

14. Paragraph 4 of the Registration Agreement, titled “Renewal of Services,” provides, in pertinent part, as follows:

You are solely responsible for ensuring that any Services you desire to renew are properly renewed. Moniker shall have no liability to you or to any third party in connection with the renewal or nonrenewal of any Services, including, but not limited to, any failure or errors by Moniker or any other party in renewing or failing to renew the Services. Any renewal of your Services will be subject to our then-current terms of use and to payment of all applicable service fees at the time of renewal. . . .

If you paid for any Services by credit card, PayPal or wire transfer you hereby authorize, but do not obligation, Moniker to automatically charge your credit card the fee for the services requested plus any transaction fees and costs and renew the applicable Services on or before their renewal date using the credit card information you have provided to us, unless you expressly opt out of any automatic renewal process in accordance with the instructions on our website and e-mail forms. . . .

See Exhibit “B,” ¶4.

15. Paragraph 9 of the Registration Agreement, titled “Domain Transfer, Renewal and Deletion,” provides, in pertinent part, as follows:

Our Domain Name Renewal, Deletion, Recovery Information, and Fees Policy can be found at <https://www.moniker.com/renew-delete-recovery-info>. Please review the policy, as you will be bound by it. If you do not timely renew your domain name registration prior to its expiration, you expressly agree that we may take ownership of your expired domain names until such time as they are renewed, auctioned, sold, or deleted as provided in our Domain Name Renewal, Deletion, Recovery Information, and Fees Policy, and that we may modify the domain name registration accordingly.

You may transfer your domain name registration to a third party of your choice as provided herein. You may not, however, transfer you domain name to another registrar before the 61st day after the initial registration, renewal, or transfer of the domain name to Moniker, or change of ownership of the domain name within the Moniker system.

You may request to transfer your domain name to (or from) Moniker to (or from) another registrar by logging in to your account and following the instructions or

procedures set forth therein. When transferring a domain name to Moniker, your registration will be extended for one year, provided that in no event shall the total unexpired term of the registration exceed ten (10) years.

You agree to maintain records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which you entered into a contract for registration services.

See Exhibit “B,” ¶9.

16. Paragraph 10 of the Registration Agreement, titled “Auto-Renew Services,” states as follows:

Moniker’s highly recommended “Auto-Renew Services” allow us, subject to this Agreement, to attempt to automatically renew your domain name registration on your behalf approximately thirty (30) days prior to its expiration date. The exact timing of renewal will depend on the particular TLD at issue, as each provides for different time frames in which early renewal can occur. Specific TLD information pertaining to the different domain name renewal and term policies is available at <http://www.moniker.com/legal/renewal-deletion-recovery-info>.

If you subscribe to our Auto-Renew Services, so long as sufficient funds are available in your account or your account contains a valid credit card on file, we will attempt to automatically renew the domain name registration on your behalf. We will not auto-renew a domain name if, at the time set for renewal, your account either lacks sufficient funds to pay for such renewal or does not have a valid credit card. It is your responsibility to monitor your domain names and ensure they are renewed in a timely manner. . . .

See Exhibit “B,” ¶10.

17. Paragraphs 9 and 10 incorporate Moniker’s Renewal, Deletion and Recovery Info Policy (the “Renewal Policy”),³ which provides, in pertinent part, as follows:

In order to best assist you with the renewal of your domain names, we will send you multiple e-mail reminders and notifications to the e-mail provided in your account as your administrative contact information for the applicable domain name (the “Administrative Contact”), both before and after your domain name’s expiration date, as follows:

- You will receive an e-mail notification that you domain name will be expiring a minimum of thirty (30) days prior to its expiration date, and

³ A copy of Moniker’s Renewal, Deletion & Recovery Info Policy is annexed hereto as Exhibit “C.”

another e-mail notification a minimum of seven (7) days prior to its expiration date. These e-mails will contain instructions on how you may renew your domain name registration. We may also send you additional reminders that your domain name registration will be expiring in weekly e-mails beginning as early as seventy-five (75) days prior to its expiration date.

- If you do not renew your domain name registration, you will receive one additional e-mail notification from us within five (5) days after the domain name's registration expiration date. This e-mail will contain instructions on how you may renew your domain name registration. We may also send you additional reminders that your domain name registration has expired in weekly e-mails through the end of the Renewal Grace Period, defined below.

See Exhibit "C," p. 1.

C. Moniker's Acts of Improper Lapsing and Transfer of Domain Names to Oversee

18. In or about early 2012, Moniker entered the online traffic marketing business with the launch of a "zero click network."

19. From 2012 forward, Moniker has directly competed with Mainstream in the online marketing space.

20. On January 2, 2016, Moniker notified Mainstream that seventy-two (72) of its domain names, including but not limited to, colo.com, had been successfully renewed. Moniker further notified Mainstream as follows: "If you have identified your method of payment to be bank debit or credit card and you have not identified to have a domain deleted, then the auto-renew function takes place, meaning that your domains will automatically be renewed 10 days prior to the expiration date."

21. On February 4, 2016, Moniker suddenly advised Mainstream that it intended to seize a large number of Mainstream's domain names because of an alleged outstanding balance

that was owed to Moniker.⁴ Given that Moniker had Mainstream's credit card on file consistent with Paragraph 10 of the Registration Agreement and Moniker's Renewal Policy, Moniker's conduct was undertaken in bad faith. Moniker intentionally and deliberately failed to charge Mainstream's credit card so that it could hijack Mainstream's domain names and divert such business to Moniker's online traffic business and, in the process, cripple Mainstream's business. Moniker further advised Mainstream that in the event that it did not put sufficient money into its account to cover domain renewals, Moniker intended to seize additional domain names and/or drop such domains.

22. On March 17, 2016, Mainstream advised Moniker that it was wrongfully taking several of Mainstream's domain names, including but not limited to, colo.com, despite being successfully renewed in January 2016 as confirmed by Moniker. Indeed, Moniker flip-flopped by initially confirming a successful renewal in January 2016 and then turning around and seizing the domain name based on its position that such domain name was not successfully renewed.

23. Indeed, in violation of the terms of the Registration Agreement (and the incorporated Renewal Policy), Moniker ultimately permitted approximately one thousand (1000) of Mainstream's domain name registrations that were previously registered, owned and monetized by Mainstream to lapse without the requisite notice. At no time did Moniker provide any e-mail notifications to Mainstream as early as seventy-five (75) days prior to the alleged expiration of Mainstream's domain names, nor did Mainstream receive any e-mail notifications thirty (30) days or seven (7) days prior to the alleged expiration dates.

⁴ On February 24, 2016, Moniker advised Mainstream that it allegedly owed to Moniker the following amounts: (i) \$5,763.23 for the remainder of its renewals; (ii) \$4,978.47 for January 2016 Renewals + Privacy Payments; (iii) \$25,972.11 for February 2016 Renewals Only; and (iv) \$27,545.36 for the March 2016 Renewals Only.

24. Moniker permitted Mainstream's registrations to lapse and then, upon information and belief, many of those registrations remained titled in Mainstream's name but possession and use of such registrations was immediately transferred to Moniker's affiliate accounts, who were all Overseer subsidiaries or related entities.⁵ In essence, a consumer may believe that they are using a website owned by Mainstream, who appears to be the legal owner; however, Moniker or its affiliates are operating same. This occurred despite the fact that Mainstream had provided to Moniker credit card information and authorization to charge its credit card for purposes of renewing these distinctive and source identifying domain names registered through Mainstream's agreement with Moniker.

25. For example, Moniker transferred beneficial use of a number of Mainstream's domain name registrations to Overseer's subsidiary, Domain Sponsor, which then monetized the associated websites based upon Mainstream's prior verified Internet traffic history despite the fact that the ownership of such domain names remains in Mainstream's name. Thus, Overseer was able to improperly acquire use of these high value domain names, which Mainstream had proven to be of value, and convert them for their own use so that Moniker or Overseer could benefit and did, in fact, benefit unjustly.

26. Once acquired, these consumers who have traditionally visited and/or viewed these distinctive and source identifying websites, accessible from these high value domain names, are confused and/or risk being confused as they are no longer able to acquire goods, information or services from Mainstream (and its related advertising customers), but instead are forced to acquire similar and competing goods, information or services from Overseer (or its related subsidiaries, affiliates or business relations). This risks not only confusion in the market, but loss of

⁵ A true and correct copy of five (5) such registrations that were permitted to lapse is annexed hereto as Exhibit "D."

considerable goodwill created by Mainstream's prior efforts at selecting value based domain names and posting distinctive content within those domain names.

27. In each instance of these improper domain name registration transfers, Moniker wholly failed to comply with Paragraph 10 of the Registration Agreement and its own Renewal Policy regarding the domain name registrations or alternatively, to charge Mainstream's credit card based upon the payment information provided by Mainstream.

28. Upon information and belief, Defendants intentionally and negligently violated and/or failed to abide by their own Registration Agreement and Renewal Policy, ultimately causing these domain names registered in Mainstream's name to lapse. Upon information and belief, Moniker subsequently caused the registration to be transferred to Oversee, or one of Oversee's subsidiaries, such as Domain Sponsor, for purposes of unfair competition by using the goodwill associated with and established by Mainstream in these websites. Oversee then utilized the domain name registrations for its own monetary and pecuniary gain in an improper manner. Upon information and belief, Defendants knowingly and intentionally caused these results, knowing they would cause and did, in fact, cause harm to Mainstream.

29. Defendants have converted some one thousand (1000) domain names previously registered, monetized and employed by Mainstream. The use and beneficial ownership of these registrations was ultimately transferred by Moniker to Oversee for use by its various controlled subsidiaries.

30. The WHOIS information regarding many of the lapsed domain names shows that the current registrant address is Mainstream.

31. Further, if Mainstream failed to timely submit payment to Moniker, as it claims, Moniker's actions in taking beneficial ownership of the domain names violated the policy and

protocol of the Internet Corporation for Assigned Names and Numbers (“ICANN”), which mandates that domain names be returned to the open market and purchased by new users.

32. Moniker’s actions in transferring beneficial ownership is in violation of ICANN’s policy. Upon information and belief, Moniker took a “calculated risk” and knowingly violated ICANN’s policy because of the value of the anticipated income stream derived from the hijacked domain names.

33. As a direct or proximate result of Defendants’ conduct, Mainstream has been greatly and irreparably harmed as a result of lost revenues involving these lapsed domain names, loss of goodwill, loss of reputation, risk of consumer confusion, lost profit opportunities at monetization regarding these assets and other economic damages that have yet to be calculated or determined.

34. All conditions precedent to bringing this action have been waived, excused, performed, or otherwise occurred.

35. As a result of Defendants’ wrongful conduct, described herein, and Mainstream’s need to protect and enforce its legal rights, Mainstream has retained the undersigned attorneys and is obligated to pay said firm attorneys’ fees. Pursuant to Paragraph 32 of the Registration Agreement, as well as applicable law, Mainstream seeks to recover its attorneys’ fees and costs from Defendants.

LEGAL CAUSES OF ACTION

Count I – Breach of Registration Agreement (Against Moniker)

36. Mainstream incorporates each and every allegation set forth in Paragraphs 1 through 35, *supra*, as if fully set forth herein.

37. Mainstream and Moniker entered into a valid, binding and enforceable Registration

Agreement, which also incorporated Moniker's Renewal Policy.

38. Per the Registration Agreement, Mainstream engaged Moniker to provide various services, including but not limited to, domain name registrations, domain traffic monitoring and monetization, web hosting, etc., in order to enable such domain names to drive web traffic in order to permit third-party users of the Internet to access Mainstream's websites.

39. Since the inception of its relationship with Moniker, Mainstream has performed its obligations under the Registration Agreement, including but not limited, its financial obligations under the Registration Agreement. Mainstream also has on file a valid credit card that Moniker is entitled to use to charge Mainstream for the auto-renew services provided under the Registration Agreement and the Renewal Policy.

40. Moniker materially breached Paragraph 10 of the Registration Agreement by deliberately and intentionally failing to auto-renew Mainstream's domain name registrations and then turning around and hijacking Mainstream's domain names and subsequently transferring them to its subsidiaries. Moniker breached the Registration Agreement in order to obtain advertising and monetization value of such websites that were created and established by Mainstream.

41. As a direct, proximate and foreseeable result of Moniker's material breaches of Paragraph 10 of the Registration Agreement, Mainstream has suffered and continues to suffer substantial damages.

**Count II – Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against Moniker)**

42. Mainstream incorporates each and every allegation set forth in Paragraphs 1 through 41, *supra*, as if fully set forth herein.

43. The Registration Agreement gives rise to express obligations and also gives rise to

a mutual implied covenant of good faith and fair dealing between the parties.

44. Under this covenant, each party has an obligation and duty to act fairly towards the other, to do nothing destructive of the other party's right to enjoy the fruits of the contract, and to do everything that the contract presupposes they will do to accomplish its purpose.

45. Through its actions, as fully set forth in Paragraphs 18 – 33, *supra*, Moniker abused its discretionary authority under Registration Agreement, failed to exercise such authority in good faith and in a commercially reasonable manner, and dealt with Mainstream in bad faith, in an unfair manner and in contravention of the intention and spirit of the parties' long-standing business relationship.

46. Moniker's conduct as described herein constitutes numerous willful, malicious breaches of its implied duty of good faith and fair dealing.

47. As a direct, proximate, and foreseeable consequence of Moniker's breach of the implied covenant of good faith and fair dealing, Mainstream has suffered and continues to suffer substantial damages.

**Count III – Conversion
(Against Both Defendants)**

48. Mainstream incorporates each and every allegation set forth in Paragraphs 1 through 35, *supra*, as if fully set forth herein.

49. Mainstream has a clear ownership right and/or right of possession as to the domain names that it previously registered, enjoyed, benefitted from and/or monetized through its Registration Agreement with Moniker.

50. Moniker permitted Mainstream's ownership rights in the subject domain names to lapse and then without justification and/or any notice, began a systematic campaign to transfer the ownership rights in the subject domain names to Oversee and, in the process, created a windfall

for Overseer.

51. Since the inception of this systematic transfer of domain names, Moniker has permitted Overseer (and its subsidiary Domain Sponsor) to wrongfully convert the subject domain names away from Mainstream after such websites has shown a tremendous realized value in the Internet marketplace. Such stolen and wrongfully misappropriated domain names are now owned by Defendants.

52. Defendants' conduct constitutes a conversion of Mainstream's domain names, property, rights and interests. Defendants wrongfully exercised dominion over Mainstream's domain names in a manner inconsistent with Mainstream's ownership therein.

53. As a direct, proximate and foreseeable result of Defendants' wrongful conduct, Mainstream has suffered and continues to suffer substantial damages.

**Count IV – Unjust Enrichment
(Against Both Defendants)**

54. Mainstream incorporates each and every allegation set forth in Paragraphs 1 through 35, *supra*, as if fully set forth herein.

55. By deliberately and intentionally failing to charge Mainstream's credit card to automatically renew Mainstream's domain name registrations per the terms of the Registration Agreement and permitting Mainstream's domain name registrations to lapse, without providing Mainstream with the appropriate notice required under the Registration Statement and the Renewal Policy, Defendants unjustly enriched themselves at the expense of Mainstream by hijacking and taking control and ownership of Mainstream's domain names.

56. Specifically, following the wrongful transfer of the domain name registrations, which were developed, perfected, optimized and/or promoted by Mainstream, Defendants have used and continue to use and enjoy the financial benefits associated with the ownership of such

domain names. In other words, Defendants have diverted Mainstream's web traffic to these domain names for their own pecuniary gain. Defendants now, directly and indirectly, monetize, benefit and enjoy the rights to such domain names.

57. Based on Defendants' wrongful conduct, Mainstream has suffered and continues to suffer substantial damages because Defendants have been unjustly enriched at the expense of Mainstream.

**Count V – Violation of Lanham Act, 15 U.S.C. §1114, for Trademark Infringement
(Against Both Defendants)**

58. Mainstream incorporates each and every allegation set forth in Paragraphs 1 through 35, *supra*, as if fully set forth herein.

59. Defendants, with the intent to deceive the general public, are using in commerce reproductions, copies and colorable imitations of Mainstream's federally registered "mainstreamadvertising," "colo" and "quicklaunch" trademarks and service marks in connection with the sale, offering for sale, distribution and/or advertising of websites in a manner that is likely to cause confusion, mistake or deception, leading the consuming public to falsely believe that Defendants' services and the services advertised on Defendants' websites, are the services of Mainstream and/or are sponsored or approved by or are connected with those of Mainstream.

60. Through Defendants' wrongful conduct, as set forth herein, Defendants are engaged in federal trademark and service mark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. §1114, causing irreparable harm to Mainstream and the public. Defendants' wrongful conduct warrants an award of treble damages and attorneys' fees pursuant to the Lanham Act.

PRAYER FOR RELIEF

Based on the foregoing, Plaintiff, MAINSTREAM ADVERTISING, INC., respectfully

requests that this Honorable Court enter a judgment in its favor and against Defendants, MONIKER ONLINE SERVICES, LLC and OVERSEE.NET, INC., for:

A. preliminary and permanent injunctive relief against Defendants, enjoining Defendants and their officers, directors, agents, employees, attorneys, heirs, successors and assigns, and all those in privity with them, from transferring any more of Mainstream's previously registered, owned, monetized and hosted domain names:

- (i) Selling, advertising, displaying, or promoting any service or domain name bearing any of Mainstream's federally registered "mainstreamadvertising," "colo" and "quicklaunch" trademarks and service marks, or any colorable imitation thereof in connection with the sale, offering for sale, distribution and/or advertising of websites;
- (ii) Displaying or using any of Mainstream's trademark or service marks, to advertise, promote or to identify, any domain names belonging to Mainstream or any services provided therein; and
- (iii) Making any statement or representation, or performing any act, likely to lead members of the public to believe that Defendant, its domains, websites and the services provided therein, are in any manner, directly or indirectly, associated, affiliated, or connected with, or licensed, sponsored, authorized, or approved by Mainstream.

B. For preliminary and permanent injunctions directing Defendants to return and/or transfer to Mainstream all of the improperly lapsed domain names that are now in Defendants' direct and/or indirect possession and control;

C. actual and compensatory damages in favor of Mainstream and against Defendants

in an amount to be determined at trial;

D. treble and punitive damages in favor of Mainstream and against Defendants;

E. Disgorgement of all profits generated by Defendants through the use of Mainstream's domain names;

F. attorneys' fees, costs and pre-judgment and post-judgment interest; and

G. such other and further relief as this Honorable Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, MAINSTREAM ADVERTISING, INC., respectfully requests a trial by jury on all claims so triable.

Respectfully submitted,

ZARCO EINHORN SALKOWSKI & BRITO, P.A.

Counsel for Plaintiff

Miami Tower

100 S.E. 2nd Street, Suite 2700

Miami, Florida 33131-2193

Telephone: (305) 374-5418

Telecopier: (305) 374-5428

By: s/ Himanshu M. Patel

ROBERT M. EINHORN

Florida Bar No. 858188

E-mail: reinhorn@zarcolaw.com

HIMANSHU M. PATEL

Florida Bar No. 0167223

E-mail: hpatel@zarcolaw.com

Secondary E-mail: nespinosa@zarcolaw.com

ALAINA B. SIMINOVSKY

Florida Bar No. 70644

E-mail: asiminovsky@zarcolaw.com