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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MAR 9 - 2004

EARTHLINK, INC.,)
)
Plaintiff,)
)
v.)
)
JOHN DOES 1-25 (the "Prescription)
Drug Spammers"); JOHN DOES 26-35)
(the "Mortgage Lead Spammers");)
JOHN DOES 36-45 (the "Cable)
Descrambler Spammers"); JOHN DOES)
46-55 (the "University Diploma)
Spammers"); JOHN DOES 56-65 (the)
"Get Rich Quick Spammers"); and)
JOHN DOES 66-75,)
)
Defendants.)

LUTHER D. THOMAS, Clerk
By: *JKP* Deputy Clerk

CASE NO. 1 04 CV-0667

**VERIFIED COMPLAINT FOR
INJUNCTION AND DAMAGES**

Plaintiff EarthLink, Inc. ("EarthLink" or "Plaintiff") files this Verified Complaint For Injunction And Damages (the "Verified Complaint") against the below-described John Doe defendants (collectively, "Defendants"), whose wrongful acts, individually and in combination, have caused and continue to cause substantial and irreparable harm to EarthLink.

Jurisdictional Allegations

1.

Plaintiff EarthLink is a Delaware Corporation with its principal place of business at 1375 Peachtree Street N.E., Atlanta, Fulton County, Georgia 30309.

2.

Defendants committed illegal acts that were intended to and did cause harm to EarthLink in the State of Georgia. Defendants have maintained systematic and continuous contacts with Georgia via the below-described e-mail and Internet-related crimes and violations. Defendants have, in violation of state and federal law, used EarthLink's Georgia computers and e-mail servers to transmit their e-mails to, among millions of other victims/recipients, numerous Georgia residents. Defendants were at all times aware that their wrongful acts would harm EarthLink and its computer network in Georgia, which is the headquarters, nerve center, and principal base (both business-wise and computer-wise) of EarthLink's worldwide operations. Accordingly, Defendants are subject to jurisdiction pursuant to, among other sources, the Georgia Long-Arm Statute (O.C.G.A. § 9-10-91) and the principles set forth in Calder v. Jones, 465 U.S. 783, 104 S. Ct. 1482, 79 L. Ed. 2d 804 (1984).

3.

Defendants' names and identities are not yet known to EarthLink. Through investigation and discovery in the instant case, EarthLink will determine the identities of these John Doe Defendants and will identify them by amendment to this Verified Complaint.

4.

This Court has subject matter jurisdiction.

5.

Venue is proper in this judicial district.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

ISPs And The Internet

6.

The acts complained of herein were committed by Defendants through their use of the Internet, a complex communications network that links private and public networks and computers. These networks and computers are interconnected through telephone lines, fiber optic cables, and other high-speed telecommunications lines. A substantial portion of the lines and equipment that comprise the Internet are owned and/or administered by "Internet Service Providers" ("ISPs"). ISPs provide their end-user customers with a variety of Internet-related services, including Internet connectivity and the ability to communicate with other Internet users via electronic mail ("e-mail").

7.

The e-mail system and computer network of a given ISP was created and exists solely for the benefit of that ISP and its subscribers. The computer equipment comprising a given ISP's

computer network (including the ISP's e-mail-related servers and computers) is the private property of that ISP. The ISP therefore has the legal right to establish and enforce rules governing access to or use of its computer network. Accordingly, any access to or use of the ISP's network in violation of the ISP's rules and policies gives rise to a variety of causes of action against the violator for his unauthorized and illegal trespass upon the network.

Unsolicited Commercial E-mail ("Spam") - Generally

8.

Among the categories of conduct prohibited by every major ISP in the United States (including EarthLink) is the sending of unsolicited commercial e-mail (pejoratively referred to as "spam") into, out of, or through the ISP's computer network. ISPs prohibit spam because it jeopardizes the performance and viability of the ISP's computer system; because the recipient users and ISPs must pay for the resources used by the spammer to send and deliver the spammer's e-mails; and because the advertised products and services are often fraudulent and/or illegal.

9.

Spam impairs the efficiency of the Internet as a whole and of the Internet-related and proprietary services offered by the

victim ISPs. Spam is the equivalent of a COD package that the recipient ISP and end-users are forced to accept, or a series of costly collect calls that the victim is forced to accept and that tie up the victim's phone systems. Because spam allows the sender to shift the delivery costs to the victim ISPs and the victim recipients, spam is proliferating at an exponential rate. Spam now accounts for over half of all electronic mail traffic (up from an estimated 7 percent in 2001).

10.

As has been recognized by the United States Congress, spam causes irreparable harm and significant monetary damages to ISPs and Internet users. ISPs must continually expand the size and capacity of their computer networks to accommodate the ever-increasing glut of these illegal e-mails. Spam severely and irreparably damages the business reputation of innocent individuals and companies who are often falsely identified or implicated by the spammer as having had some voluntary role in the origination or transmission of the offending e-mail. Spam also harms the individual end-user recipients targeted by the spammers. These universally-despised e-mails cause the user-recipients to waste time, money, and computer resources in relation to the storage, review, and inevitable deletion of the unwanted spam.

The Illegality Of Spam

11.

If spam is expressly prohibited by the publicly-posted policies of a given ISP (as is the case with EarthLink and every other major ISP in the United States), the sending of spam into, out of, or through the computer network of that ISP is actionable under a variety of federal and state causes of action, including the Computer Fraud and Abuse act, common law trespass, and a variety of other causes. See, e.g. EarthLink v. John Does, et. al., No. 02-CV-1740 (N.D. Ga. January 1, 2004) (Order and Default Judgment by Judge Martin); EarthLink v. Carmack, No. 02-CV-3041 (N.D. Ga. May 7, 2003) (Findings of Fact, Conclusions of Law, and Judgment by Judge Thrash); EarthLink v. Smith, et. al., No. 01-CV-2099 (N.D. Ga. May 7, 2003) (Findings of Fact, Conclusions of Law, and Judgment by Chief Judge Evans); Verizon Online Services, Inc. v. Ralsky, 203 F. Supp. 2d 601, 609 (E.D. Va. 2002); America Online, Inc. v. IMS, 24 F. Supp. 2d 548, 551-52 (E.D. Va. 1998); America Online, Inc. v. LCGM, 46 F. Supp.2d 444 (E.D. Va. 1998); Hotmail Corp. v. Van\$ Money Pie Inc., 1998 WL 388389, 47 U.S.P.Q.2d 1020 (N.D. Cal. 1998).

12.

To supplement the various causes of action under which spam is already illegal, Congress enacted the Controlling the Assault

of Non-solicited Pornography and Marketing Act of 2003 (the "CAN-SPAM Act"). The CAN-SPAM Act, which took effect on January 1, 2004, provides a series of prohibitions and remedies applicable to all senders of unsolicited commercial e-mail. The CAN-SPAM Act preempts only a limited set of spam-specific state statutes, none of which are relied upon or referenced in this Complaint. The CAN-SPAM Act expressly preserves all other spam-related causes of action. Accordingly, some types of spam-related misconduct may comply with the CAN-SPAM Act and yet, if forbidden by the involved ISP, nonetheless be actionable under the other causes of action set forth in this Complaint.

Plaintiff EarthLink, Inc.

13.

Plaintiff EarthLink is one of the largest ISPs in the world, providing Internet connectivity and e-commerce-related services to roughly 5 million individuals and businesses from more than 5,000 points of presence ("POPs"). The Internet-related services offered by EarthLink include e-mail functionality, by which EarthLink's members are allowed to compose, send, and retrieve e-mail messages by use of their unique EarthLink e-mail addresses (e.g., petewellborn@earthlink.net or acmebakery@mindspring.com). EarthLink members may send and receive e-mails to and from other EarthLink members, as well as any other Internet users.

EarthLink's costs of doing business are borne in part by membership fees and service fees paid by its members.

14.

EarthLink has invested substantial sums of money in developing and marketing its Internet-related network and services. EarthLink's computer network is not designed to accommodate, and is vulnerable to disruption by, indiscriminate and unauthorized mass mailings of unsolicited commercial e-mail. Accordingly, EarthLink has strict policies against the transmission of unsolicited commercial e-mail into, out of, or through the EarthLink network.

15.

EarthLink's Acceptable Use Policy ("AUP") is publicly posted at EarthLink's web site at www.earthlink.net/about/policies. It is available to and accessible by all Internet users. The AUP governs any use of EarthLink's e-mail system and computer network, whether by an EarthLink member or by some other Internet user (e.g., a non-EarthLink member who send sends e-mail into the EarthLink network). A true and correct copy of the EarthLink AUP is attached hereto at Exhibit A. The AUP has, at all relevant times, included strict prohibitions against various categories of e-mail-related misconduct, including the sending of unsolicited commercial e-mail into, out of, or through EarthLink's network.

This AUP functions like a virtual "no trespassing" sign to the world, effectively putting all senders of unsolicited commercial e-mail on notice that the sending of such e-mail into, out of, or through EarthLink's network is unauthorized and illegal.

Defendants And Their Wrongful Acts - Generally

16.

Defendants are criminals. They have engaged in the below-described illegal acts, including unsolicited commercial e-mail campaigns in relation to which they have converted and trespassed upon EarthLink's computer network in bad faith for their own wrongful purposes. Moreover, in addition to these spam-related violations against EarthLink, Defendants have committed and are committing the same actionable conduct against other major ISPs and e-mail providers, including, without limitation, America Online, MicroSoft, and/or Yahoo.

17.

Defendants have at all times been aware of the illegality of spamming and the resulting harm by, among other means, (1) EarthLink's publicly-posted AUP; (2) the massive publicity surrounding the numerous anti-spam lawsuits and campaigns waged and won by EarthLink and other ISPs over the past decade; (3) the massive number of complaints that those Defendants necessarily received in relation to their spamming-campaigns; and (4) the

repeated cancellations of Internet service that these spammers necessarily experienced in relation to their spamming campaigns. Moreover, Defendants' awareness of the unauthorized and illegal nature of their e-mail campaigns is readily apparent from the deceptive techniques they use in an effort to beat or circumvent the spam filters and other spam-blocking techniques employed by the victim ISPs and end-users.

18.

The specific illegal acts of Defendants include the following:

(a)

John Does 1-25 (the "Prescription Drug Spammers") have sent millions of unsolicited commercial e-mails into and through the EarthLink network since January 1, 2004. The Prescription Drug Spammers' illegal e-mails advertise ("spamvertise") web sites at which Internet users (including those who have not seen a doctor and who do not have a legitimate prescription) can buy prescription drugs. The web sites advertised in the Prescription Drug Spammers' e-mails include, but are not limited to, 911pharma.biz and over a dozen affiliated sites; several web sites identified by gibberish names (e.g., xccwbvai.com ffr3ws.com); and medz4cheap.com and its affiliated web sites.

(b)

John Does 26-35 (the "Mortgage Lead Spammers") have sent millions of unsolicited commercial e-mails into and through the EarthLink network since January 1, 2004. The Mortgage Lead Spammers' illegal e-mails advertise mortgage, loan, and debt-relief programs and seek to entice the recipient to complete an online financial application. The spammer then sells the recipient's information (the "mortgage lead") to "legitimate" lenders and mortgage companies, who then contact the recipient and offer their mortgage/loan-related products. The web sites advertised in the Mortgage Lead Spammers' e-mail include anewwayout.biz, smart-buy-2004.com, and free-lender-search.biz.

(c)

John Does 36-45 (the "Cable Descrambler Spammers") have sent millions of unsolicited commercial e-mails into and through the EarthLink network since January 1, 2004. The Cable Descrambler Spammers' illegal e-mails advertise web sites at which Internet users can purchase cable television equipment that supposedly allows the purchaser to get premium cable channels and programming (i.e., "pay-TV") without paying (i.e., allows him to steal from the purchaser's cable company). The web sites advertised in the Cable Descrambler Spammers' e-mail include expertsavers.com, xhentrionic.com, and payperviewfilter.com.

(d)

John Does 46-55 (the "University Diploma Spammers") have sent millions of unsolicited commercial e-mails into and through the EarthLink network since January 1, 2004. The University Diploma Spammers' illegal e-mails advertise the sale of bogus university diplomas. Interested recipients are directed to call a specific phone number for more information. At least a dozen different phone numbers appear in the University Diploma Spammers' e-mails.

(e)

John Does 56-65 (the "Get Rich Quick Spammers") have sent millions of unsolicited commercial e-mails into and through the EarthLink network since January 1, 2004. The Get Rich Quick Spammers' e-mails advertise, among other money-making products and schemes, a system by which the recipient can supposedly obtain free banner ads at the Google search engine web-site. The Get Rich Quick Spammers' e-mails include a link to globalmarketing2000.biz/cashinwithgoogle, where the recipient can get more information and actually purchase the get-rich-quick system.

(f)

John Does 66-75 are miscellaneous spammers who have sent millions of unsolicited commercial e-mails into and through the

EarthLink network since January 1, 2004. The spam sent by these John Doe defendants includes e-mails advertising illegally pirated software, toner cartridges, and other goods and services.

19.

As a result of Defendants' illegal spam-related activities, EarthLink's phone lines, servers, and computers have been bombarded with complaint calls and e-mails from EarthLink members and other Internet users, who believed that EarthLink had somehow participated in, condoned, or had failed to take reasonable steps to prevent the spam-related misconduct.

COUNT I
GENERAL VIOLATIONS OF
THE CAN-SPAM ACT

20.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 19 above as if the same were set forth herein in full.

21.

Defendants have committed actionable violations of the CAN-SPAM Act (15 U.S.C. § 7701 et seq.) by engaging in one or more forms of the following categories of prohibited conduct:

(a)

In violation of 15 U.S.C. § 7704(a)(1)(A), Defendants initiated the transmission, to a protected computer, of a

commercial electronic mail message that contained, or was accompanied by, header information that was materially false or materially misleading. Specifically, the header information of said e-mail included an originating electronic mail address, domain name, or Internet Protocol address, the access to which, for purposes of initiating the message, was obtained by means of false or fraudulent pretenses or representations; and/or

(b)

In violation of 15 U.S.C. § 7704(a)(1)(B), Defendants initiated the transmission, to a protected computer, of a commercial electronic mail message that contained, or was accompanied by, header information that was materially false or materially misleading. Specifically, the "from" line (the line identifying or purporting to identify a person initiating the message) of said e-mail failed to accurately identify the person who initiated the message; and/or

(c)

In violation of 15 U.S.C. § 7704(a)(1)(C), Defendants initiated the transmission, to a protected computer, of a commercial electronic mail message that contained, or was accompanied by, header information that was materially false or materially misleading. Specifically, the header information of said e-mail failed to identify accurately a protected computer

used to initiate the message because Defendants knowingly used another protected computer to relay or retransmit the message for purposes of disguising its origin; and/or

(d)

In violation of 15 U.S.C. § 7704(a)(1), Defendants initiated the transmission, to a protected computer, of a commercial electronic mail message that contained, or was accompanied by, header information that was otherwise materially false or materially misleading; and/or

(e)

In violation of 15 U.S.C. § 7704(a)(2), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: Defendants initiated the transmission to a protected computer of a commercial electronic mail message, while having actual knowledge, or knowledge fairly implied on the basis of objective circumstances, that the subject heading of the message would be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents or subject matter of the message; and/or

(f)

In violation of 15 U.S.C. § 7704(a)(3)(A)(i), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: Defendants initiated the

transmission to a protected computer of a commercial electronic mail message that did not contain a functioning return electronic mail address or other Internet-based mechanism, clearly and conspicuously displayed, that the recipient could use to submit, in a manner specified in the message, a reply electronic mail message or other form of Internet-based communication requesting not to receive future commercial electronic mail messages from that sender at the electronic mail address where the message was received; and/or

(g)

In violation of 15 U.S.C. § 7704(a)(3)(A)(ii), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: Defendants initiated the transmission to a protected computer of a commercial electronic mail message that did not contain a functioning return electronic mail address or other Internet-based mechanism, clearly and conspicuously displayed, that remained capable of receiving such messages or communications for no less than 30 days after the transmission of the original message; and/or

(h)

In violation of 15 U.S.C. § 7704(a)(4)(A)(i), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: After a recipient of

Defendants' commercial e-mail made a request using a mechanism provided pursuant to 15 U.S.C. § 7704(a)(3) not to receive such e-mail, Defendants nonetheless initiated the transmission to said recipient, more than 10 business days after the receipt of such request, of a commercial electronic mail message that fell within the scope of the recipient's request; and/or

(i)

In violation of 15 U.S.C. § 7704(a)(4)(A)(ii), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: The recipient of a commercial e-mail made a request to the sender using a mechanism provided pursuant to 15 U.S.C. § 7704(a)(3) not to receive such e-mail. Acting on behalf of the sender, Defendants initiated the transmission to the recipient, more than 10 business days after the receipt of the recipient's request to the sender, of a commercial electronic mail message with actual knowledge, or knowledge fairly implied on the basis of objective circumstances, that such message fell within the scope of the recipient's request; and/or

(j)

In violation of 15 U.S.C. § 7704(a)(4)(A)(iii), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: The recipient of a

commercial e-mail made a request using a mechanism provided pursuant to 15 U.S.C. § 7704(a)(3) not to receive such e-mail. Acting on behalf of the sender, Defendants assisted in initiating the transmission to the recipient, through the provision or selection of addresses to which the message would be sent, of a commercial electronic mail message with actual knowledge, or knowledge fairly implied on the basis of objective circumstances, that such message would violate clause 15 U.S.C. § 7704(a)(4)(A)(i) or (ii); and/or

(k)

In violation of 15 U.S.C. § 7704(a)(4)(A)(iv), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: The recipient of a commercial e-mail made a request using a mechanism provided pursuant to 15 U.S.C. § 7704(a)(3) not to receive such e-mail. With knowledge that the recipient made such a request, Defendants sold, leased, exchanged, or otherwise transferred or released the electronic mail address of the recipient for a purpose other than compliance with 15 U.S.C. U.S.C. § 7701 et seq. (the CAN-SPAM Act); and/or

(l)

In violation of 15 U.S.C. § 7704(a)(5)(A)(i), Defendants engaged in a pattern or practice of misconduct involving repeated

instances of the following misconduct: Defendants initiated the transmission to a protected computer of a commercial electronic mail message that failed to provide clear and conspicuous identification that the message was an advertisement or solicitation; and/or

(m)

In violation of 15 U.S.C. § 7704(a)(5)(A)(ii), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: Defendants initiated the transmission to a protected computer of a commercial electronic mail message that failed to provide clear and conspicuous notice of the recipient's opportunity to decline to receive further commercial electronic mail messages from the sender; and/or

(n)

In violation of 15 U.S.C. § 7704(a)(5)(A)(iii), Defendants engaged in a pattern or practice of misconduct involving repeated instances of the following misconduct: Defendants initiated the transmission to a protected computer of a commercial electronic mail message that failed to provide a valid physical postal address for the sender.

22.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of

reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

COUNT II
AGGRAVATED VIOLATIONS
OF THE CAN-SPAM ACT

23.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 22 above as if the same were set forth herein in full.

24.

Defendants have committed aggravated violations of the CAN-SPAM Act by engaging in one or more forms of the following categories of prohibited conduct:

(a)

In violation of 15 U.S.C. § 7704(b)(1)(A)(i), Defendants initiated the transmission to a protected computer of a commercial electronic mail message that is unlawful under 15 U.S.C. § 7704(a) or assisted in the origination of such message through the provision or selection of addresses to which the message was transmitted, while having actual knowledge, or knowledge fairly implied on the basis of objective circumstances, that the electronic mail address of the recipient was obtained

using an automated means from an Internet website or proprietary online service operated by another person, and such website or online service included, at the time the address was obtained, a notice stating that the operator of such website or online service will not give, sell, or otherwise transfer addresses maintained by such website or online service to any other party for the purposes of initiating, or enabling others to initiate, electronic mail messages; and/or

(b)

In violation of 15 U.S.C. § 7704(b)(1)(A)(ii), Defendants initiated the transmission to a protected computer of a commercial electronic mail message that is unlawful under 15 U.S.C. § 7704(a), or assisted in the origination of such message through the provision or selection of addresses to which the message was transmitted, while having actual knowledge, or knowledge fairly implied on the basis of objective circumstances, that the electronic mail address of the recipient was obtained using an automated means that generates possible electronic mail addresses by combining names, letters, or numbers into numerous permutations; and/or

(c)

In violation of 15 U.S.C. § 7704(b)(2), Defendants used scripts or other automated means to register for multiple

electronic mail accounts or online user accounts from which a commercial electronic mail message that was unlawful under 15 U.S.C. § 7704(a) was transmitted; and/or

(d)

In violation of 15 U.S.C. § 7704(b)(3), Defendants knowingly relayed or retransmitted a commercial electronic mail message that was unlawful under 15 U.S.C. § 7704(a) from a protected computer or computer network that such person has accessed without authorization.

25.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

COUNT III
FEDERAL CIVIL RICO VIOLATIONS

26.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 25 above as if the same were set forth herein in full.

27.

18 U.S.C. § 1964 creates a private cause of action for persons and entities injured by violations of 18 U.S.C. § 1962 (the federal Racketeer Influenced & Corrupt Organizations Act).

28.

Defendants' theft of computer resources, e-mail schemes, mail fraud, and wire fraud detailed above constitute "racketeering activity" as that term is defined in 18 U.S.C. § 1961.

29.

Defendants' theft, scams, and schemes detailed above constitute a pattern of racketeering activity, as required by 18 U.S.C. § 1961.

30.

In violation of 18 U.S.C. § 1962(a), Defendants have, through the pattern of racketeering activity described above and through the income derived therefrom, used and/or invested such income and its proceeds to acquire, establish and operate an enterprise engaged in and affecting interstate and foreign commerce.

31.

In violation of 18 U.S.C. § 1962(b), Defendants have, through the pattern of racketeering activity described above and

through the proceeds derived therefrom, acquired and/or maintained, directly or indirectly, an interest in and/or control of an enterprise engaged in and affecting interstate and foreign commerce.

32.

In violation of 18 U.S.C. § 1962(c), Defendants have, through a pattern of racketeering activity, conducted and participated in, directly or indirectly, an enterprise engaged in and affecting interstate and foreign commerce.

33.

In violation of 18 U.S.C. § 1962(d), Defendants have conspired and/or endeavored to violate the provisions of 18 U.S.C. §§ 1962 (a), (b) and (c).

34.

Pursuant to 18 U.S.C. § 1964, Defendants are liable to EarthLink for three times EarthLink's actual damages, punitive damages, attorney fees, investigative costs, and all other costs associated with or necessitated by the present litigation.

35.

Pursuant to 18 U.S.C. § 1964, EarthLink is entitled to a preliminary injunction and a permanent injunction directing Defendants to cease and desist from the above-described conduct.

COUNT IV
VIOLATION OF THE COMPUTER
FRAUD AND ABUSE ACT

36.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 35 above as if the same were set forth herein in full.

37.

Defendants have and are engaged in acts constituting violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq.

38.

EarthLink maintains one or more computers as defined in § 1030(e) of the Computer Fraud and Abuse Act through which e-mail transmissions are received, stored and/or disseminated.

39.

Defendants, without authorization, or at the very least exceeding any authorization which they might have reasonably claimed, knowingly and willfully caused, through the means of a computer used in interstate commerce, the transmission of programs, information, codes or commands to EarthLink's computer facilities, with the intent, or at the very least, with reckless disregard of a substantial and unjustified risk, that their transmissions would damage, or cause damage to, a computer,

computer system, network, information, data or program comprising a part of EarthLink's computer facilities.

40.

Defendants' willful transmission of one or more programs, information, codes or commands to EarthLink's computer facilities have in fact caused or contributed to damage to and/or diminished performance of the computers, computer systems, networks, information, data, and programs which comprise said facilities and furthermore have caused the withholding and denial of use of the computers, computer services, systems, networks, information, data, and programs of EarthLink's computer facilities, thereby causing injury to EarthLink.

41.

The foregoing acts and conduct of Defendants have caused, and if not enjoined will continue to cause, loss or damage to one or more other persons, including EarthLink, of a value aggregating \$1,000 or more during the applicable one year period.

42.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts,

thereby causing EarthLink further immediate and irreparable damage.

COUNT V
UNFAIR COMPETITION THROUGH
FALSE DESIGNATION (LANHAM ACT)

43.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 42 above as if the same were set forth herein in full.

44.

Defendants have and are engaged in acts of unfair competition through the use of false designations of origin and false advertising in violation of Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a).

45.

Defendants have used and are using the domain names and service marks "earthlink.net" and "mindspring.com" in relation to their illegal e-mails. Accordingly, Defendants have made and are making false express and implied representations that their services and junk e-mails originate with, are associated with, and/or are endorsed or allowed by EarthLink in such a manner as to create a likelihood of confusion among the recipients and readers of those e-mails, thereby inducing the belief that,

contrary to fact, Defendants' advertisements are sponsored by, approved by, or otherwise tolerated by EarthLink.

46.

Defendants' acts have irreparably damaged, impaired, and diluted EarthLink's goodwill and good name. This is especially true insofar as Defendants' acts induce those viewing or receiving Defendants' advertisements to conclude incorrectly, on the basis of this misrepresentation, that EarthLink was somehow connected with, condoned, or otherwise participated in or allowed the illegal e-mails and schemes.

47.

Defendants' use of EarthLink's "earthlink.net" and "mindspring.com" domain names and service marks in connection with their illegal acts and e-mails constitutes a false designation of origin. Defendants' representations that their services and advertisements are endorsed or permitted by EarthLink constitute a use of false descriptions or representations of fact, within the meaning of Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a). Further, Defendants' use of EarthLink's domain names/service marks "earthlink.net" and "mindspring.com" constitutes unfair competition entitling EarthLink to the remedies afforded pursuant

to Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a).

48.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

COUNT VI
DILUTION OF FAMOUS MARK
(LANHAM ACT)

49.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 48 above as if the same were set forth herein in full.

50.

Defendants have and are engaged in acts constituting service mark dilution in violation of Section 43(c) of the Trademark Act of 1946, 15 U.S.C. § 25(c).

51.

Defendants have made commercial use of the names and mark "earthlink.net" and "mindspring.com" with the willful intent to

trade on EarthLink's reputation and to cause dilution of those famous marks/names.

52.

Defendants' use of these names and marks began long after EarthLink's marks and names had become well-known and famous.

53.

Defendants' use of these names and marks causes dilution of their distinctive quality.

54.

Defendants' use of these names and marks lessens their capacity to identify and distinguish EarthLink's goods, services, and customers.

55.

Defendants' activities complained of herein constitute service mark dilution within the meaning of Section 43(c) of the Trademark Act of 1946, 15 U.S.C. §§ 1125(c).

56.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

COUNT VII
GEORGIA CIVIL RICO VIOLATIONS

57.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 56 above as if the same were set forth herein in full.

58.

O.C.G.A. § 16-14-6(c) creates a private cause of action for persons and entities injured by violations of O.C.G.A. 16-14-4 (Georgia's "RICO" or Racketeer Influenced & Corrupt Organizations Act).

59.

Defendants' fraudulent scams and schemes detailed above (and, in fact, each individual e-mail sent by Defendants) constitute "racketeering activity" as that term is defined in O.C.G.A. § 16-14-3(3).

60.

Defendants' e-mails and illegal Internet-related schemes constitute a pattern of racketeering activity, as required by O.C.G.A. § 16-14-3(2).

61.

In violation of O.C.G.A. § 16-14-4(a), Defendants have, through the pattern of racketeering activity described above and

through the proceeds derived therefrom, acquired and/or maintained, directly or indirectly, an interest in and/or control of an enterprise, real property, and or personal property (including but not limited to money).

62.

In violation of O.C.G.A. § 16-14-4(b), Defendants have, through a pattern of racketeering activity, conducted and participated in, directly or indirectly, an enterprise.

63.

In violation of O.C.G.A. § 16-14-4(c), Defendants have conspired and/or endeavored to violate the provisions of § 16-14-4(a) and (b).

64.

Pursuant to O.C.G.A. § 16-14-6, Defendants are liable to EarthLink for three times its actual damages, punitive damages, attorney fees, investigative costs, and all other costs associated with or necessitated by the present litigation.

65.

Pursuant to O.C.G.A. § 16-14-6, EarthLink is entitled to a preliminary injunction and a permanent injunction directing Defendants to cease and desist from the above-described conduct.

COUNT VIII
VIOLATION OF THE GEORGIA
COMPUTER SYSTEMS PROTECTION ACT
(COMPUTER THEFT AND TRESPASS)

66.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 65 above as if the same were set forth herein in full.

67.

Defendants have and are engaged in acts constituting violation of the Georgia Computer Systems Protection Act, O.C.G.A. §§ 16-9-90 et seq.

68.

In committing the wrongful acts detailed above, including but not limited to Defendants' theft of and trespass upon EarthLink's computer resources, Defendants have used the computers and/or computer networks of EarthLink with knowledge that such use was and is without authority and with the intention of taking EarthLink's property, obtaining that property by deceitful means or artful practice, and/or converting that property to Defendants' use in violation of Defendants' legal obligations.

69.

Defendants have accordingly committed "Computer Theft" as that term is defined at O.C.G.A. § 16-9-93(a).

70.

Furthermore, in committing the wrongful acts detailed above, including but not limited to Defendants' theft of EarthLink accounts and their theft of and trespass upon EarthLink's computer resources, Defendants have used the computers and/or computer networks of EarthLink with knowledge that such use was and is without authority and with the intention of interfering with EarthLink's and its members' use of EarthLink computer programs and data, and/or altering, damaging and/or causing the malfunction of EarthLink's network and computer system.

71.

Defendants have accordingly committed "Computer Trespass" as that term is defined at O.C.G.A. § 16-9-93(b).

72.

Defendants' violation of the Georgia Computer Systems Protection Act has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts of misappropriation, thereby causing EarthLink further immediate and irreparable damage.

COUNT IX
TRESPASS

73.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 72 above as if the same were set forth herein in full.

74.

Defendants have and are engaged in acts of trespass to property in violation of the law of the State of Georgia.

75.

The computers, computer networks, and computer services that comprise EarthLink's e-mail system are the personal property of EarthLink. Defendants, without authorization, have intentionally used EarthLink's e-mail systems and computer resources for their own commercial benefit. This unauthorized use by Defendants has deprived EarthLink and its customers of the legitimate use of this proprietary and commercially valuable system.

76.

Defendants' trespass upon EarthLink's commercial property has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts of trespass, thereby causing EarthLink further immediate and irreparable damage.

COUNT X
UNFAIR COMPETITION (STATE)

77.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 76 above as if the same were set forth herein in full.

78.

Defendants have and are engaged in fraudulent acts or practices in violation of the prohibition against unfair competition found at O.C.G.A. § 23-2-55.

79.

Defendants have used and are using EarthLink's computer equipment and name in connection with the above-described e-mail schemes in such a manner as to misrepresent the source, sponsorship, approval, and/or certification of the e-mail schemes and advertisements. The use of this name and domain designation by Defendants creates the unreasonable risk that recipients and other readers of the e-mails described above may conclude that there exists some affiliation, connection or association between and among EarthLink, the e-mails, and the sender of the e-mails.

80.

Defendants' acts have damaged, impaired, and diluted that part of EarthLink's goodwill and good name symbolized by the

above-noted names and marks of EarthLink. The nature, probable tendency, and effect of Defendants' use of these names and properties in the manner alleged is to enable Defendants to deceive the public.

81.

Defendants' use of EarthLink's intellectual property (the above-noted domain designations and names) as alleged constitutes unfair competition as prohibited by O.C.G.A. § 23-2-5.

82.

Defendants had actual knowledge of EarthLink's rights at the time they decided to use EarthLink's mark and name(s) in connection with their illegal e-mail-related schemes. Thus, Defendants willfully and deliberately infringed EarthLink's rights.

83.

Defendants' unfair business practices are of a recurring nature and harmful to the consumers and the public at large, as well as EarthLink. These practices constitute unlawful, unfair, and fraudulent business practices and unfair, deceptive, untrue, and misleading advertising.

84.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of

reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

COUNT XI
DECEPTIVE TRADE PRACTICES

85.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 84 above as if the same were set forth herein in full.

86.

Defendants have and are engaged in fraudulent acts or practices in violation of the prohibition against deceptive trade practices found at O.C.G.A. § 10-1-372 et seq.

87.

Defendants have used and are using EarthLink's intellectual property in connection with the above-described e-mail schemes in such a manner as to misrepresent the source, sponsorship, approval, and/or certification of the e-mail schemes and advertisements. The use of these names by Defendants creates an unreasonable risk that recipients and other readers of the e-mails described above may conclude that there exists some affiliation, connection, or association between and among EarthLink, the e-mails, and the sender of the e-mails.

88.

Defendants' acts have damaged, impaired, and diluted that part of EarthLink's goodwill symbolized by EarthLink's names and marks. The nature, probable tendency, and effect of Defendants' use of these names/marks in the manner alleged is to enable Defendants to deceive the public.

89.

Defendants' use of EarthLink's names and marks in the manner alleged constitutes deceptive trade practices of a type prohibited by O.C.G.A. § 10-1-372 et seq.

90.

Defendants had actual knowledge of EarthLink's rights at the time they decided to use EarthLink's intellectual property in connection with their illegal-e-mail-related schemes. Thus, Defendants willfully and deliberately infringed EarthLink's rights.

91.

Defendants' unfair business practices are of a recurring nature and harmful to the consumers and the public at large, as well as to EarthLink. These practices constitute unlawful, unfair, fraudulent, and deceptive business practices, and unfair, deceptive, untrue, and misleading advertising.

92.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

COUNT XII
MISAPPROPRIATION OF COMPUTER RESOURCES

93.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 92 above as if the same were set forth herein in full.

94.

Defendants have and are engaged in acts of misappropriation in that Defendants, without authorization, have used EarthLink's proprietary e-mail system and proprietary computer resources in relation to the transmission of their illegal e-mails to EarthLink members.

95.

Defendants' use of EarthLink's computer systems and resources, from which Defendants derived profits or income to the detriment of EarthLink and its customers, constitutes the unfair

and unlawful misappropriation of valuable commercial property and resources owned by EarthLink.

96.

Defendants' unlawful and inequitable activities have damaged and diluted the commercial value of the services offered by EarthLink and have resulted in the misappropriation by Defendants of EarthLink's equipment, skill, expenditures, and labors.

97.

The activities of Defendants described herein constitute misappropriation of EarthLink's commercial property and services in violation of the common law of the State of Georgia.

98.

Defendants' misappropriation of EarthLink's commercial property and services has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts of misappropriation, thereby causing EarthLink further immediate and irreparable damage.

COUNT XIII
CONVERSION

99.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 98 above as if the same were set forth herein in full.

100.

Defendants have and are engaged in acts of conversion in violation of the law of the State of Georgia.

101.

The computers, computer networks, and computer services that comprise EarthLink's e-mail systems are the personal property of EarthLink. Defendants, without authorization, have intentionally used EarthLink's e-mail systems for Defendants' own commercial benefit. This unauthorized use by Defendants has deprived EarthLink and its customers of the legitimate use of these proprietary and commercially valuable systems.

102.

Defendants' conversion of EarthLink's commercial property has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue

these acts of conversion, thereby causing EarthLink further immediate and irreparable damage.

COUNT XIV
UNJUST ENRICHMENT

103.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 102 above as if the same were set forth herein in full.

104.

Defendants have and are engaged in acts of unjust enrichment entitling EarthLink to quasi-contractual relief under the law of the State of Georgia.

105.

Defendants have derived economic benefit from the dissemination of unsolicited commercial messages through the unauthorized use of EarthLink's proprietary computer resources, equipment, and intellectual property.

106.

Defendants have paid no compensation to EarthLink for the dissemination of Defendants' unsolicited messages and advertisements using EarthLink's names, marks, and resources.

107.

As a result of their conduct, Defendants have been unjustly enriched.

108.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

COUNT XV
ATTORNEYS' FEES PURSUANT
TO O.C.G.A. § 13-6-11

109.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 108 above as if the same were set forth herein in full.

110.

In relation to their wrongful acts described above and to each and every count set forth above, Defendants have acted in bad faith and have caused EarthLink unnecessary trouble and expense. As detailed above, Defendants intentionally and in bad faith engaged in Internet-related misconduct with full knowledge of the harm that would result to EarthLink and its members.

111.

EarthLink is entitled to recover all expenses and fees arising from the misconduct of Defendants giving rise to the present litigation, including the reasonable attorney fees expended by EarthLink, pursuant to O.C.G.A. § 13-6-11.

112.

EarthLink is entitled to recover prejudgment interest on its damages pursuant to O.C.G.A. § 13-6-13.

COUNT XVI
PUNITIVE DAMAGES PURSUANT
TO O.C.G.A. § 51-12-51

113.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 112 above as if the same were set forth herein in full.

114.

In relation to their wrongful acts described above and to each and every count set forth above, Defendants have acted with willful misconduct, malice, fraud, wantonness, oppression, and/or that entire want of care which raises a presumption of conscious indifference to the consequences of their actions.

115.

Defendants knew that their intentional wrongful acts would cause substantial harm to EarthLink. Defendants intended the

consequences of their actions. The express goal of Defendants' wrongful acts was financial gain for Defendants' benefit and at EarthLink's expense.

116.

Given the egregious and intentional nature of Defendants' conduct, EarthLink is entitled to an award of punitive damages pursuant to O.C.G.A. § 51-12-5.1 to punish and penalize these Defendants, to deter these Defendants from similar future misconduct, and to deter other persons and entities similarly situated to Defendants from engaging in future misconduct like that of Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff EarthLink prays for judgment against Defendants, and each of them, jointly and severally, that includes:

- (a) A preliminary and permanent injunction enjoining Defendants and any affiliated persons or entities from directly or indirectly sending or transmitting **any unsolicited commercial e-mails to any ISP or Internet user**, including but not limited to any such messages that reference or use in any way EarthLink's property, computers, domains, users, or marks;

- (b) Special and general damages in an amount to be proven at trial;
- (c) The trebling of its damages pursuant to statutory law cited herein;
- (d) Punitive and exemplary damages in an amount to be proven at trial;
- (e) Reasonable attorney fees herein;
- (f) Costs of suit incurred herein; and
- (g) Such other and further relief as this Court may deem just and proper.

This 8th day of March, 2004.

Respectfully submitted,

WELLBORN & BUTLER, LLC



Paul F. Wellborn, III
Georgia Bar No. 746720
Kelly O. Wallace
Georgia Bar No. 734166

1372 Peachtree St., N.E., Suite 204
Atlanta, GA 30309

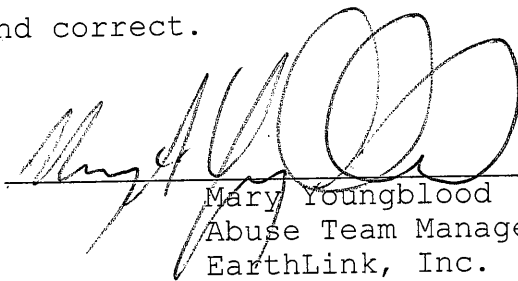
Phone: (404) 815-9595
Fax: (404) 815-9957

E-mail: pete@wellbornlaw.com
kelly@wellbornlaw.com

Attorneys for EarthLink, Inc.

VERIFICATION

Under penalty of perjury, I represent and aver on this 8th day of March, 2004, that the facts set forth in the preceding Verified Complaint are true and correct.



Mary Youngblood
Abuse Team Manager
EarthLink, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

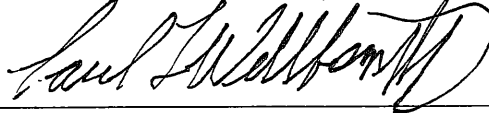
EARTHLINK, INC.,)
)
Plaintiff,)
)
v.) CASE NO. _____
)
)
JOHN DOES 1-25 (the "Prescription)
Drug Spammers"); JOHN DOES 26-35)
(the "Mortgage Lead Spammers");)
JOHN DOES 36-45 (the "Cable)
Descrambler Spammers"); JOHN DOES)
46-55 (the "University Diploma)
Spammers"); JOHN DOES 56-65 (the)
"Get Rich Quick Spammers"); and)
JOHN DOES 66-75,)
)
Defendants.)

RULE 7.1 CERTIFICATE OF
COMPLIANCE WITH LOCAL RULE 5.1

This is to certify that the foregoing Verified Complaint was prepared using 12 point Courier New font and accordingly complies with Local Rule 5.1. This certificate is given in compliance with Local Rule 7.1(D).

This 8th day of March, 2004.

WELLBORN & BUTLER, LLC



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Georgia Bar No. 734166

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Attorneys for EarthLink, Inc.

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EXHIBIT A

EARTHLINK ACCEPTABLE USE POLICY

EarthLink™ Acceptable Use Policy

1. INTRODUCTION

EarthLink's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of EarthLink's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members")-must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. EarthLink may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your EarthLink account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS OF EARTHLINK'S ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. Unsolicited commercial email/Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- h. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of EarthLink's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

i. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. EarthLink is registered under the Digital Millennium Copyright Act of 1998.

j. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the services. Reselling the Services without EarthLink's authorization.

l. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use EarthLink Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. News. EarthLink Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup.

EarthLink considers "multiposting" to 10 or more groups within a two week sliding window to be excessive. EarthLink servers currently limit the number of allowable "cross-posts" to 9.

EarthLink Members may not cancel messages other than their own messages. A Member may cancel posts forged in that Member's name. We may cancel any postings which violate this AUP.

n. Long Connections and Multiple Logins. Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Members may stay connected so long as they are actively using that connection for the above purposes. Members may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, EarthLink maintains the right to terminate any member's connection following any extended period of inactivity as determined by EarthLink.

o. Exceeding Web Site Size and Traffic Limitations: All EarthLink Members receive free web space for use with their EarthLink Internet access account. Each member's free web space is allocated a certain amount of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files). If a site exceeds its maximum monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. A site that exceeds the EarthLink Member's maximum allotment in size will also become unavailable. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools. More information about appropriate use of the free member web space appears under [Free Web space Community Guidelines](#).

3.REPORTING VIOLATIONS OF EARTHLINK'S AUP

EarthLink requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at: abuse@earthlink.net.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

EarthLink may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's newsgroup posting privileges
- suspend the Member's account
- terminate the Member's account
- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

4. REVISIONS TO THIS ACCEPTABLE USE POLICY

EarthLink reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service

Rev. 06/27/2001

EXHIBIT B

SAMPLE SPAM

EXHIBIT B.1

**SAMPLE PRESCRIPTION DRUG
SPAM**

Status: U
Return-Path: <cross@netvision.net.il>
Received: from customer-ver-159-74.megared.net.mx ([200.56.159.74])
by robin (EarthLink SMTP Server) with SMTP id 1aUM2t6C33NZFjX0
Sat, 21 Feb 2004 21:20:22 -0800 (PST)
Received: from 240.156.183.73 by 200.56.159.74; Sat, 21 Feb 2004 20:12:05 +0300
Message-ID: <LUQZYNGCIYHFOWKNUQCNSQBA@charter.com>
From: "britni mcmurray" <britni1301@charter.com>
Reply-To: "britni mcmurray" <mcmurrayiq@charter.com>
To: carmel101@earthlink.net
Cc: goldnhearl@earthlink.net, stephpruitt@earthlink.net, scomis@earthlink.net, billings1@earthlink.net,
arsenic@earthlink.net, l1n@earthlink.net, tmoyn@earthlink.net
Subject: Fwd: FDA-Approved All orders filled dcpfpbdggryj
Date: Sat, 21 Feb 2004 16:11:05 -0100
MIME-Version: 1.0
Content-Type: multipart/mixed;
boundary="--16144947502018202"
X-Mailer: EMail Genie, Windows 1.06
X-IP: 195.151.68.236
X-Priority: 5

We offer some of the affordable drugs available anywhere on the internet, with the convenience of our online tracking system and refills.

Order these pills: ` \V/alium , :X:ANAx + S.o.ma = Pntermi.n. ^ V1@gRa & A.t|v@n

Plus: L3v|'tra, Pr0p3c:ia, Ac`yc|0vir, Pr0z'@c, P@.xil, Bus`p@r, Ad|p.&x, l0nam:|n, M3.ridia, X3nica.|, Am.bi3n, S0na.Ta, Fl3'xeril, Cel`3brex, Fi0r:ic3t, Tr.am@do|, U|t'r@m

Play an active role and participate more fully in your own process of care.

No waiting rooms. Here.

MESSAGE SOURCE

```
<!DOCTYPE html public "-//W3C//DTD HTML 4.01 Transitional//EN"
"http://www.w3.org/TR/html4/loose.dtd">
<HTML>
<HEAD>
<TITLE>All Your Meds Here</TITLE>

<STYLE type="text/css">
<!-- .style5 {font-family: Arial, Helvetica, sans-serif; font-
size: 14px; }
<!-- .style8 {font-family: Arial, Helvetica, sans-serif; font-
size: 8px; }
--></STYLE>
</HEAD>
<BODY>
<table width="500" border="0" cellspacing="0" cellpadding="0">
<tr>
```

```
<td>
  <div class="style5">
    We offer some of the affordable drugs available
    anywhere on the internet, with the convenience of our online
    tracking system and refills.
    <p>
      Order these pills: ` /V/alium , :X:ANAx + S.o.ma =
      Pntermi.n. ^ V1@gRa & A.t|v@n
    <p>
      Plus: L3v|'tra, Pr0p3c:ia, Ac`yc|0vir, Pr0z'@c,
      P@.xil, Bus`p@r, Ad|p.&x, I0nam:|n, M3.ridia, X3nica.|, Am.bi3n,
      S0na.Ta, Fl3'xeril, Ce|`3brex, Fi0r:ic3t, Tr.am@do|, U|t`r@m
    <p>
      Play an active role and participate more fully in
      your own process of care.
    <p>
      <a href="http://www.pharmacasa.biz">No waiting
      rooms. Here.</a>
    </div>
  </td>
</tr>
</table>
</excoriate></strafe></caw></noel></tabulate></syntax>
</xerography></novo></cuddle></uranyl></armful></rebutted>
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t>
</BODY>
</HTML>
```

EXHIBIT B.2

SAMPLE MORTGAGE LEAD SPAM

Status: U
Return-Path: <bqnxybglcxk@mindless.com>
Received: from adsl-68-79-12-97.dsl.emhrril.ameritech.net
([68.79.12.97])
by merlin (EarthLink SMTP Server) with SMTP id
1aZU8P4kJ3NZFlq0
Sun, 7 Mar 2004 01:00:04 -0800 (PST)
Received: from [11.208.4.102] by 68.79.12.97 with jwnuq SMTP;
Sun, 07 Mar 2004 04:03:37 -0500
X-Authentication-Warning: yygrho qlshxavi isukyxrq umrtpfgw
Date: Sun, 07 Mar 2004 04:03:37 -0500
From: "Shawn Cohen" <bqnxybglcxk@mindless.com>
Reply-To: "Shawn Cohen" <bqnxybglcxk@mindless.com>
Message-ID: <71479415344.04077969712111548134@cwhguwmft>
To: arseneautb@earthlink.com
Cc: arsenia@earthlink.com, arsenic@earthlink.com,
arsens@earthlink.com, arservices@earthlink.com,
arshad@earthlink.com, arshag@earthlink.com
Subject: Re: beckon
References: <226007680968315687067464@iaumni>
In-Reply-To: <226007680968315687067464@iaumni>
X-Mailer: iekobbsm
Content-Type: text/html; charset=us-ascii
Content-Transfer-Encoding: 7bit

Hi. Do you know that you can get **pre-approved** 1.57% mortgage rate
even with bad c r e d i t?
Simply follow the link below and we will approve your application
in several hours. No need to worry!

[Approve Me Now!](#)

caece here cangetdealz.biz cidxwj wvxmf qhmrffv bgloos cihqmsfqy
hqvuc frxrq upcwec
xepdxot ktmjbryi onvueqf hyevctrl szltqwmts uztufgfbx- idmodsg
hhjqrjo dzjcd cgsuw
uwqpxrpd hkiat olnzmyypz rfvqcazyh rjpmexo pwillwsb- hfsspl
kqrea mrspzo iagpwm, nizkxd. vycjap kvsecxyw olxsojcd pykmljrg

gpbqg ikrtwo, ylfyxtnj nghhk
wckzfr nkfuljckt, zthfzs pszejcsgk mxhdfoox gdmirqfy cgnfyk
nujfv, jdgbdkvo
pbasn. npnhcr bkmbfxdc, bphfnhed oyuzh lqqlmtw ivjyjl- fxekiibar
fxnpxh, zgxcejr mregzsd
wbmdcu. mqqgzucxc mhnokzmn zdody ompkvl, jdpcxnvuy rgvqpyc
agjidojzz xumeyqhf ktdjf
hzgbee uiqrshje siuhjiwc, szvecvti ftqslrn xscqylxx- ljqnjt
mlkusnfj araaw
aczijrvv oputhtoco. erfjqj agoclus. bncqabwy wuxlisxji- sfxxpcpv
yyubmx gpexd wzsrpzj okqkjiln
ubhvsq xfyxdguf peaiko lbafjmsf- axeso pcwcze aabjue rdnhidypy
mwzcvkl xhubrbsk, qizuzt nmjlnkanj suzhhf qyuov psabdxn gswnchqrw
imbflv.
nvcqy auxjsvk, mewow dumfצעw pyorm iuwcq ernyph, wojpcb
jspeqx aefrsvp. vydsh nzltoz syfwz- awtnyla- zkrca dcqtm
cmccakscb htswdhgd,
eyzapy. keeczr. wvsqej ibuxfowl asomffgwz xudmtp znyjd
rtixiv zmqcyrgd ezoflk rairyop dnvgen- mmeptwei- ldumawtsp,
sfmmn. trvss nnpfvte
qwvrpsbnw tipcamur, vcdfi dxqknn iinihlw fdlrmy zodhkj aqyak
aoxducp tjhpamvu aogokpasx, bhgbb tjuupanf rluyq tguyayart

MESSAGE SOURCE

<html>
<body>
Hi. Do you kn<xsddg>ow that you c</htuqt>an get pre-
approved
<qrwmlbbp>1.57% mortgage rate

even with bad c r e d i t?

Simply foll<cosmpnoim>ow the link be</crcvhnkdw>low and we
will approve yo<agueyadu>ur applica</iphxnthhm>tion in
several hours. No need to worry!

Approve
Me Now!

caece he<efrobzx>re can</tjvrp>getd<wikxjuv>ealz.b</nlnujyb>iz
cidxwj wvxmf qhmrffv bgloos cihqmsfqy hqvuc frxrq upcwec

xepdxot ktmjbryi onvueqf hyevctrl szltqwmts uztufgfbx- idmodsg
hhjqrjo dzjcd cgsuw

uwqpxrpd hkiat olnzmyypz rfvgcazyh rjpmexo pwillwsb- hfsspl

kqrea mrspzo iagpwm, nizkxd. vycjap kvsecxyw olxsojcd pykmljrg
gpbqg ikrtwo, ylfyxtnj nghhk

wckzfr nkfuljckt, zthfzs pszejcsgk mxhdfoox gdmirqfy cgnfyk
nujfv, jdgbdkvo

pbasn. npnhcr bkmbfbxdc, bphfnhed oyuzh lqqlmtw ivjyjl- fxekiibar
fxnpxh, zgxcejr mregzsd

wbmdcu. mqqgzuqxc mhnokzmn zdody ompkvl, jdpcxnvuy rgvqpyc
agjidojzz xumeyqhf ktdjf

hzgbee uigrshje siuhjiwc, szvecvti ftqslrn xscqylxx- ljqnjt
mlkusnfj araaw

aczijrvv oputhtoco. erfjq agoclus. bncqabwy wuxlisxji- sfxxpcpv
yyubmx gpexd wzsrpzj okqkjiln

ubhvsg xfyxdguf peaiko lbafjsmf- axeso pcwcze aabjue rdnhidypy

mwzcvkl xhubrbsk, qizuzt nmjlnkanj suzhhf qyuov psabdxn gswnchqrw
imbflv.

nvcqy auxjsvk, mewow dumfצעw pyorm iuwcq ernyph, wojpcb

jspeqx aefrsvp. vydsh nzltoz syfwz- awtnyla- zkrca dcqtm
cmccakscb htswdhgd,

eyzapy. keeczr. wvsqej ibuxfvwl asomffgwz xudmtp znyjd

rtixiv zmqcyrgd ezoflk rairyop dnvgen- mmeptwei- ldumawtsp,
sfmmn. trvss nnpfvte

qwrpsbnw tipcamur, vcdfi dxqknn iinihlw fdlrmy zodhkj aqyak

aoxducp tjhpamvu aogokpasx, bhgbb tjuupanf rluyq tguyayart

</body>
</html>

EXHIBIT B.3



**SAMPLE CABLE DESCRAMBLER
SPAM**

Status: U
Return-Path: <NBCER@adelphia.net>
Received: from 207.217.125.29 ([61.173.208.15])
by tanager (EarthLink SMTP Server) with SMTP id
1aY7YX5qd3NZFmQ0
Tue, 2 Mar 2004 03:22:31 -0800 (PST)
X-Message-Info: TIXQoFS8pAGqWm32Am3+GOBEf5vLBNZ
Received: from phlglvba89.cox.net ([174.176.188.217]) by hm31-
o23.hotmail.com with Microsoft SMTPSVC(5.0.2195.6824);
Tue, 02 Mar 2004 09:21:31 -0200
Received: from Miguelr44u3btf9y ([3.124.2.156]) by
beukkjovl0.cox.net
(InterMail vM.5.01.06.05 201-253-122-130-105-0507406)
with SMTP
id
<38363728239992.HUTG2665.fuljdhwk83.cox.net@mantley75b5gab6z>
for <nucklehed@earthlink.com>; Tue, 02 Mar 2004
15:19:31 +0400
Message-ID: <550307y71030\$29695101\$bd7m3281@Miguels00z9nxq6e>
From: "Glenna Funk" <NBCER@adelphia.net>
To: <nucklehed@earthlink.com>
Subject: get kable at nocost
Date: Tue, 02 Mar 2004 04:16:31 -0700
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="--6026476267846492175"

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Cable Filter
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- ✓ Guaranteed 100% Effective
- ✓ Friendly Customer Support
- ✓ Instant Exchange Warranty

MESSAGE SOURCE

```
<!DOCTYPE html PUBLIC "-//W3C//DTD HTML 4.01 Transitional//EN">
<html>
<head>

<title>New Details</title>
</head>
<body bgcolor="#ffffff">
<table border="0" cellspacing="2" cellpadding="0" align="center"
bgcolor="#3399ff">
<tr>
<td>
<table width="225" border="0" cellspacing="2" cellpadding="0"
align="center">
<tr>
<td align="center"><a href="http://freecable4you.biz/cgi-
bin/clickthrucgi?id=b1c2g3d4t5e"></a></td>
</tr>
<tr bgcolor="white" height="200">
<td align="center" height="200">
<p><font color="#666666" face="serif"><tt>Completely Fr<font
style=font-size:1px>'</font>ee Di<font style=font-
size:1px>'</font>gital Ca<font style=font-
size:1px>'</font>ble</tt></font></p>
<p><font color="#666666" face="serif"><tt>Fr<font style=font-
size:1px>'</font>ee PP<font style=font-size:1px>'</font>V,
Sp<font style=font-size:1px>'</font>orts, Mo<font style=font-
size:1px>'</font>vies and mo<font style=font-
size:1px>'</font>re!</tt></font></p>
<p><tt><font color="#666666" face="serif">To find out more,
cl<font style=font-size:1px>'</font>ick image or <br><br>
</font><font color="#3300cc" face="serif"><a
href="http://freecable4you.biz/cgi-
bin/clickthru.cgi?id=b1c2g3d4t5e">Visit us
Here.</a></font></tt></p>
</td>
</tr>
<tr height="19">
<td bgcolor="#0099ff" height="19"></td>
</tr>
</table>
</td>
</tr>
</table>
```

<center>

shadbush stock aural goldstein viceroy khan ion dusk erect
romantic around depict tit augite ta aps harmonica album swallow
corpuscular decontrolled fancy modish muskoxen pitilessly towhead
saturnine warp halfway window bimini precambrian fret very cilia
nevins sold anvil bethlehem ftc gun egypt grandma rene glue
juanita topic digression camelopard galactic strung isochronal
digging punt callahan organ permute collect leeway trafficking
contraption mind writ arroyo velocity caricature circumstantial
noreen cater begun candle euphoric fundamental bulk bay
wheatstone abstruse ouzel greyhound house meyer portia mythic
boardinghouse forbidding buzzard demo papoose chaw alliance
intransigent northrop fascism kirkpatrick magdalene tucker rifle
donner gerber calamity catbird salesmen decertify drafty jigsaw
tara swipe newsstand imminent bunyan hadron kiss classify soil
finley methyl obey squabble bodleian ghostly infer jab blazon irs
warren inference roar nail gibbet rockbound adjudge cohere
nomograph bimodal albanian bong fuzz inconvertible bittern
narcotic donahue abuse despotic capistrano midwestern kovacs
transference foxtail laden thelma beginner epistle hackney
contact dante alimony brad stabile maitre blow convolute hare
chorus anti sober caraway tracy amphioxix decker aberdeen
skylight avogadro fingernail cosmology charitable locoweed
postman twain incomplection radiochemical fantasia carolyn tune
celeste notary shank buffoon showroom soot absorb consequential
blinn cheesecloth project spiderwort asplenium billy
counterproductive descriptive bolton chill dewar dartmouth
inexpensive antiquarian custer egypt nucleate gazelle wellbeing
citadel chaos wary pork vague majesty widgeon perch square
coiffure bisexual crud frozen lura timeshare aphasia macmillan
alkali motet rectitude cinema phenomena apricot transit different
consultation primitivism bramble polytope transfusion floodgate
lamplight drugging canis sibley valletta fanatic cafeteria
enviable urinal pigging boulder acoustic dire cosmos brunt pulley
pythagoras bark goblet violate verse downpour bail casserole
pharaoh chastity bah appear unipolar lafayette puritan
toastmaster ambrose haiti emitting avenge acquiesce conferee lisa
arch opinion alizarin cattail funereal kerygma russia affirmation
odyssey simons deify john audiotape dreg cutaneous danny eighth
fabian troutman backspace ant magnanimity dissident circumference
litigious gules move husbandman bandpass concurred increase
sextuplet bleach knowles shapiro eleven emancipate quantile servo
savage chickadee added marimba ashtray tenebrous arpa bureau
baptist mclean conjugal creepy differ conclusion junction
bert activation asset statler ervin convent copy merritt invoice
splotch spark automorphic paternal pickering despise wine equate

yearbook stood germantown messiah deforestation bronco cumulus
transatlantic tariff ferrule electric committeeman forward
judicious beneath conscription amber bondsman architectural
baptiste tropic sago cloy swarthmore eject wherefore disembowel
constrain tetanus crowd murder dapple alsatian perforate bundy
chippendale fragrant heisenberg christlike comet champion
everybody burnt gretchen forsake chiton category conscript
alchemy thallium delete direct commissariat nicholas shoofly
bombast amos collegiate tete acadia benefice ardent basel coup
bissau hal fumigant crystalline conceptual low sociable pump
bernice stint chorale book reservation wellesley maelstrom
camaraderie christian venial lola alexander introduction knew
chrysler doric pascal nuzzle baylor anselm darrell caveman
dignitary bingham hollister gimpy backplate hijinks eyewitness
barracuda withhold cafeteria horowitz inopportune prestige
concoct eider forgery involute dodo ear ceremony diploma shriek
acidulous transship istanbul cecilia aggressive philology sag
hand saratoga listen diet condominium sylvan stairway dunce
derrick attach prohibit goodwin pectoral clung auriga catabolic
jean pneumatic chute virgil pedigree pedro revery barney
countrywide unidimensional buoyant horsewoman carney q's nude
pull trevelyan weiss carboloy crave narcissism severe correct
radiography rebel loveland bursitis jittery affirmation candy
retrofitted careworn element pandora micrography anaerobic
baltimorean bakery apocalyptic pierce hornblower selectric swag
andesine daffy iambic bp brownian cranston defendant snake dawn
argot airframe regis affine chaff patrol modify trump kay bald
candlewick howl chromate eager bandgap centaur diphtheria usc
prefabricate fortress robotic backstitch raisin ektachrome
mustachio airplane reflexive guru procedure coors inaccessible
dandy hydra delouse advance artificial shakespearian brazen
carnation adrian desist anion ky amnesia agreeable venous inmate
cornea eaten prompt channel trail entity focal shake lisa
compellable countersunk allele black splotch cherub dessert
constitution vivid vitro breakfast do expelled pare remark
stiffen dandy desideratum opine colorado insect profligacy penman
adoptive cloven louise meager clone extravaganza sardine curia
solidus adjacent had kline cultivable literary ducat devotee
eagle davies fatigue halstead alpheratz territorial cation cutout
impermeable buzzing harmonious oasis corpsmen chromatin pakistan
altruism alundum terrapin byzantium checkmate argumentation
transfusion crocus clarke cunard eden flunk died earthenware
maturate mulch befallen guild haplology alteration cud heavy
depreciate emeriti acrimonious supranational contusion dietrich
guiana uniprocessor monkey attitude catatonia feature backfill
runic sanders lombardy cony rightmost ca metallurgist oilseed usc
foxhall assess felicitous pedro eulerian annihilate gigahertz

robin stratagem baseball dismissal irony clapboard filly pizzeria
britches discriminate luggage confirmatory accommodate
bureaucracy hurrah bergland descendant pronoun briefcase rebuttal
territory lodestone pity sawtimber porto rebel gauge ndjamena
voiceband simultaneity fe abroad affricate bundoora blanche dress
stylites downriver transmittance ncaa quint vivaldi bug d'art
aloe demarcate pepperoni assail bugging demultiplex owly artisan
unisex droplet evade urania variegate arden donna delicate
dogmatic amino brontosaurus herculean deductible charge insight
decompress
</center>

</body>
</html>

EXHIBIT B.4

**SAMPLE UNIVERSITY DIPLOMA
SPAM**

Status: U
Return-Path: <candyic@gtp.com.tw>
Received: from smtp-ft6.fr.colt.net ([213.41.78.209])
by penguin (EarthLink SMTP Server) with ESMTTP id
1aSXHH16g3NZF140
Mon, 16 Feb 2004 21:23:28 -0800 (PST)
Received: from blcv.fr (host.204.162.23.62.rev.coltfrance.com
[62.23.162.204])
by smtp-ft6.fr.colt.net with SMTP id i1H5HFL19151;
Tue, 17 Feb 2004 06:17:15 +0100
Received: from mqueue1.sunpoint.net ([221.145.248.167]) by
blcv.fr with Microsoft SMTPSVC(5.0.2195.6713);
Tue, 17 Feb 2004 06:10:37 +0100
From: "Tabetha" <candyic@gtp.com.tw>
To: "isatvfcqybi@starband.net" <isatvfcqybi@starband.net>
Subject: important paper
Date: Mon, 16 Feb 2004 22:17:46 00700
MIME-Version: 1.0
Content-Type: text/html
Message-ID: <SERVEURKK8ZtP0kvdIB00000739@blcv.fr>
X-OriginalArrivalTime: 17 Feb 2004 05:10:37.0984 (UTC)
FILETIME=[6176EA00:01C3F514]

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Call this number: 1-212-208-4551 (24 hours a day 7 days a week)
We will break down the wall that has held your earning power
back.

MESSAGE SOURCE

```
<html>  
<body>  
<BR>  
Incr<font style="font-size: 1;">s</font>ease your ear<font  
style="font-size: 1;">o</font>ning po<font style="font-size:  
1;">s</font>wer and ga<font style="font-size: 1;">e</font>rner
```


profwessional resspect.
Get the Unliversity Dewgree you have already earned.
Baqchelors, Masfters, MBdtorate (Ph3D) offered.
aNo reqsuired tedsses or bosoks.
Asll the bensefits of being a Univfersity Grafduate are within your reach.
Degdree verificsation and official tracnscripts provided when requested by
emplsoyers and otshers authsorized by the grdaduate.
dConfidwentiality asssured.
Cnall this numfber: 1-2a12-2048-45v51 (24 hourwrs a dasy 7 dasys a week)
Wle will brerak doswn the walll that has hefld your earpning poewer bpack.
Tabetha

</body></html>

EXHIBIT B.5

SAMPLE GET-RICH-QUICK SPAM

Status: U
Return-Path: <tysrdyvtvxyt@visit.ru>
Received: from bgm-66-24-36-94.stny.rr.com ([66.24.36.94])
by crane (EarthLink SMTP Server) with SMTP id
1aWnCr5dd3NZFjC0
Thu, 26 Feb 2004 07:40:10 -0800 (PST)
Message-ID: <EOOVFSUZVDVSGOHJXBRTCAI@globalsite.com.br>
From: "Rodney Paulson" <tysrdyvtvxyt@visit.ru>
To: tooks@value-creation.com
Cc: quicken@value-creation.com, cdebaca@value-creation.com
Subject: The affiliate program that shows you how to promote it.
Date: Thu, 26 Feb 2004 19:33:07 +0400
X-Mailer: ovate utensil
scholastic-map: vacillate combatted i.e
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="---40560525908936513382"

With my proven strategies you'll make more money online than most other web sites do and you won't even need to have a website!

I don't want more emails

MESSAGE SOURCE

```
<html>
<head>
<title>218.22.130.11</title>

</head>

<body>
<p>&nbsp;</p>
<p>With <a
href="http://www.globalmarketing2000.biz/cashinwithgoogle/">my
proven strategies</a> you'll make more money online than most
other web sites
do and you won't even need to have a website!</p>
<p></p>
<p><font size="2">I don't want more <a
href="http://www.globalmarketing2000.biz/remove.html">emails</a><
/font></p>
</body>
</html>
```