

75. Upon information and belief, Network 21 has obtained gains, profits and advantages as a result of its wrongful acts in an amount not yet determined.

76. Mr. Giblin is entitled to a preliminary and permanent injunction preventing the further reproduction and distribution of unauthorized copies of *Skill With People*, all profits received by Network 21 from the sale of the unauthorized copies, all consequential, aggravated and additional damages suffered by Mr. Giblin and his licensees, plus his expenses of litigation, including reasonable attorneys' fees.

Count IV

Copyright Infringement under the Laws of the Philippines

77. Mr. Giblin incorporates by reference the allegations contained in Paragraphs I through 27 above, as if fully set forth herein.

78. This Count arises under the copyright laws of the Philippines.

79. The Philippines is a member of The Berne Convention.

80. Philippine's copyright laws protect the works of United States Citizens, with the same protections afforded Philippine citizens.

81. Under Philippine law, any person infringing a copyright shall be liable to an injunction restraining such

infringement and to pay the copyright owner actual damages due to the infringement, and the profits the infringer may have made due to the infringement, or in lieu of actual damages and profits, such damages as the Court deems just.

82. The copyright owner is also entitled to an Order requiring the infringer to do the following: deliver under oath for impoundment during the pendency of the action all articles alleged to infringe a copyright; deliver under oath for destruction all infringing copies or devices, plates, molds or other means for making such infringing copies.

83. The Court is also authorized to award exemplary damages in an amount the Court may deem proper.

84. Upon information and belief, Network 21 launched a Philippine branch of its Amway/Quixtar network through a wholly-owned subsidiary and/or agent in the Philippines.

85. In violation of Philippine copyright laws, from at least 1999 through the present, Network 21, directly or through its subsidiary/agent, printed unauthorized copies of *Skill With People* in the Philippines and sold such copies to its members and prospective members.

86. Network 21 did not have Mr. Giblin's permission to print or otherwise reproduce *Skill With People* in the Philippines for Network 21's commercial benefit.

87. Network 21 has infringed and threatens to further infringe Mr. Giblin's copyright in *Skill With People* by reproducing, distributing and selling unauthorized copies of *Skill With People* in the Philippines.

88. Mr. Giblin has no adequate remedy at law and is suffering irreparable harm and damage as a result of the aforesaid acts of Network 21 in an amount not yet determined or ascertainable.

89. Upon information and belief, Network 21 has obtained gains, profits and advantages as a result of its wrongful acts in an amount not yet determined.

90. Mr. Giblin is entitled to a preliminary and permanent injunction preventing the further reproduction and distribution of unauthorized copies of *Skill With People*, all profits received by Network 21 from the sale of the unauthorized copies, all consequential damages suffered by Mr. Giblin and his licensees, plus exemplary damages and his expenses of litigation, including reasonable attorneys' fees.

Count V

Copyright Infringement under the Laws of Romania

91. Mr. Giblin incorporates by reference the allegations contained in Paragraphs 1 through 27 above, as if fully set forth herein.

92. This Count arises under the copyright laws of Romania.

93. Romania is a member of The Berne Convention.

94. Romania's copyright laws protect the works of United States Citizens, with the same protections afforded Romanian citizens.

95. Under Romanian law, the copyright holder may request the Court to condemn acts that are causing injury to his right, and the Court may order acts to be performed that tend to reestablish the copyright holder's rights.

96. The copyright holder also has recourse to damages for unjust enrichment and other damages.

97. Upon information and belief, Network 21 launched a Romanian branch of its Amway/Quixtar network through a wholly-owned subsidiary and/or agent in Romania.

98. In violation of Romanian copyright laws, from at least 1998 to the present, Network 21, directly or through its subsidiary/agent, printed unauthorized copies of *Skill With People* in Romania and sold such copies to its members and prospective members.

99. Network 21 did not have Mr. Giblin's permission to print or otherwise reproduce *Skill With People* in Romania for Network 21's commercial benefit.

100. Network 21 has infringed and threatens to further infringe Mr. Giblin's copyright in *Skill With People* by reproducing, distributing and selling unauthorized copies of *Skill With People* in Romania.

101. Mr. Giblin has no adequate remedy at law and is suffering irreparable harm and damage as a result of the aforesaid acts of Network 21 in an amount not yet determined or ascertainable.

102. Upon information and belief, Network 21 has obtained gains, profits and advantages as a result of its wrongful acts in an amount not yet determined.

103. Mr. Giblin is entitled to a preliminary and permanent injunction preventing the further reproduction and distribution of unauthorized copies of *Skill With People*, all profits received by Network 21 from the sale of the unauthorized copies, all consequential damages suffered by Mr. Giblin and his licensees, plus exemplary damages and his expenses of litigation, including reasonable attorneys' fees.

Count VI

Copyright Infringement under the Laws of South Africa

104. Mr. Giblin incorporates by reference the allegations contained in Paragraphs 1 through 27 above, as if fully set forth herein.

105. This Count arises under the copyright laws of South Africa.

106. South Africa is a member of The Berne Convention.

107. Registration of copyrights under South African law is neither permitted nor necessary for a literary work.

108. South Africa's copyright laws protect the works of United States Citizens, with the same protections afforded South African citizens.

109. It is an infringement under South African copyright law not only to make unauthorized copies in South Africa, but even to import an article into South Africa for a purpose other than private and domestic use.

110. Under South African law, a copyright holder is entitled to injunctive relief against infringers, including delivery of infringing copies to the Court for impoundment, and damages.

111. At the option of the plaintiff, damages may be awarded in the amount of a reasonable royalty which would have been payable under the circumstances if the infringer had been a licensee or the quantum of damages under South African common law, which is the monetary value of the defendant's activities.

112. Under South African law, the Court is entitled to consider the flagrancy of the infringement and any benefit shown

to have accrued to the defendant by reason of the infringement, and award such additional damages as it deems fit under the circumstances.

113. Upon information and belief, Network 21 launched a South African branch of its Amway/Quixtar network through a wholly-owned subsidiary and/or agent in South Africa.

114. In violation of South African copyright laws, from at least 1998 to the present, Network 21, directly or through its subsidiary/agent, printed unauthorized copies of *Skill With People* in South Africa and sold such copies to its members and prospective members.

115. Network 21 did not have Mr. Giblin's permission to print or otherwise reproduce *Skill With People*, or import *Skill With People* for other than private and domestic use, in South Africa for Network 21's commercial benefit.

116. Network 21 has infringed and threatens to further infringe Mr. Giblin's copyright in *Skill With People* by reproducing, distributing and selling unauthorized copies of *Skill With People* in South Africa.

117. Mr. Giblin has no adequate remedy at law and is suffering irreparable harm and damage as a result of the aforesaid acts of Network 21 in an amount not yet determined or ascertainable.

118. Upon information and belief, Network 21 has obtained gains, profits and advantages as a result of its wrongful acts in an amount not yet determined.

119. Mr. Giblin is entitled to a preliminary and permanent injunction preventing the further reproduction and distribution of unauthorized copies of *Skill With People*, all profits received by Network 21 from the sale of the unauthorized copies, all consequential damages suffered by Mr. Giblin and his licensees, plus exemplary damages and his expenses of litigation, including reasonable attorneys' fees.

Count VII

Copyright Infringement under the Laws of Turkey

120. Mr. Giblin incorporates by reference the allegations contained in Paragraphs 1 through 27 above, as if fully set forth herein.

121. This Count arises under the copyright laws of Turkey.

122. Turkey is a member of The Berne Convention and a signatory to TRIPS.

123. Turkey's copyright laws protect the works of United States Citizens, with the same protections afforded Turkish citizens.

124. There is no need to apply for a grant or any registration in order to protect copyrights under Turkish law.

125. Under the law of Turkey, any person infringing a copyright shall be liable to an injunction restraining such infringements and to pay the copyright owner three times the market value of the unauthorized copies for compensation. The Court may decide on compensation for consequential damages pursuant to the general rules of Turkish law.

126. The copyright owner is also entitled to an Order stopping the activities causing infringement, and the seizing of copies and the facilities with which such copies are produced.

127. Upon information and belief, Network 21 launched a Turkish branch of its Amway/Quixtar network through a wholly-owned subsidiary and/or agent in Turkey.

128. In violation of Turkey's copyright laws, from at least 1998 to the present, Network 21, directly or through its subsidiary/agent, printed unauthorized copies of *Skill With People* in Turkey and sold such copies to its members and prospective members.

129. Network 21 did not have Mr. Giblin's permission to print or otherwise reproduce *Skill With People* in Turkey for Network 21's commercial benefit.

130. Network 21 has infringed and threatens to further infringe Mr. Giblin's copyright in *Skill With People* by

reproducing, distributing and selling unauthorized copies of *Skill With People* in Turkey.

131. Mr. Giblin has no adequate remedy at law and is suffering irreparable harm and damage as a result of the aforesaid acts of Network 21 in an amount not yet determined or ascertainable.

132. Upon information and belief, Network 21 has obtained gains, profits and advantages as a result of its wrongful acts in an amount not yet determined.

133. Mr. Giblin is entitled to a preliminary and permanent injunction preventing the further reproduction and distribution of unauthorized copies of *Skill With People*, all profits received by Network 21 from the sale of the unauthorized copies, all consequential damages suffered by Mr. Giblin and his licensees, plus exemplary damages and his expenses of litigation, including reasonable attorneys' fees.

Count VIII

Unjust Enrichment

134. Mr. Giblin incorporates by reference the allegations contained in Paragraphs 1 through 27 above, as if fully set forth herein.

135. The acts of Defendants complained of herein, including the improper benefits conferred on the Network 21 Entities and

on Network 21 from the sales and profits derived from counterfeit and infringing copies of *Skill With People*, constitute unjust enrichment of Network 21 and the Network 21 Entities at Mr. Giblin and Giblin Books' expense.

Count IX

Expenses of Litigation

136. Mr. Giblin incorporates by reference the allegations contained in Paragraphs 1 through 27 above, as if fully set forth herein.

137. Defendants have acted in bad faith, been stubbornly litigious and/or caused Mr. Giblin and Giblin books unnecessary trouble and expense, entitling Mr. Giblin and Giblin Books to recover their expenses of litigation, including its reasonable attorneys' fees, pursuant to O.C.G.A. § 13-6-11.

WHEREFORE Plaintiffs Leslie T. Giblin and Les Giblin Books, Inc. respectfully pray for the following relief:

A. An Order preliminarily and permanently enjoining and restraining Defendants and those in active concert or participation with them from:

1. Further infringing Plaintiff's copyright or manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, displaying or

otherwise disposing of any products not authorized by Plaintiff which infringe on Plaintiff's copyright;

2. Secreting, destroying, altering, removing or otherwise dealing with the unauthorized products or books or records which contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, renting, marketing, offering for sale, advertising, promoting or displaying of *Skill With People* in China, Greece, Malaysia, The Philippines, Romania, South Africa or Turkey.

B. Directing that an accounting and judgment be rendered against Defendants for:

1. All profits received by Defendants from the sale of *Skill With People*, as provided for under the laws of China, Greece, Malaysia, The Philippines, Romania, South Africa or Turkey;
2. All damages suffered by Plaintiff or his licensees as a result of Defendants' copyright infringement, as provided for by the laws of China, Greece, Malaysia, The Philippines, Romania, South Africa or Turkey;

3. All profits received by Defendants and all damages sustained by Plaintiff or his licensees on account of Defendants' copyright infringement; and
4. Damages in the amount of Defendant sales, trebled as applicable, pursuant to the laws of China, Greece, Malaysia, The Philippines, Romania, South Africa or Turkey.

C. An award for exemplary and additional damages against Defendants for their willful and malicious infringement.

D. Ordering that Plaintiff recover the costs of this action together with reasonable attorneys' fees and investigators' fees and prejudgment interest.

E. Directing that the Court retain jurisdiction of this action for the purpose of enabling Plaintiffs to apply to the Court any time for such further orders and directions as may be necessary or appropriate for the interpretation or execution of any order entered in this action, for the modification of any such order, for the enforcement or compliance therewith and for the punishment of any violations thereof.

F. Awarding to Plaintiff such other and further relief as the Court may deem just and proper, together with the costs and disbursements which Plaintiff has incurred with this action.

TRIAL BY JURY

Plaintiffs request a trial by jury on all issues so triable.

Respectfully submitted, his 10th day of June, 2002.

FELLOWS, JOHNSON & LA BRIOLA, LLP



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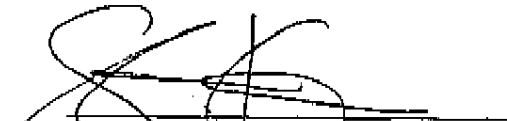
Attorneys for Plaintiffs Leslie T.
Giblin and Les Giblin Books, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a true and correct copy of the foregoing **Third Amended Complaint for Injunctive Relief and Damages** by depositing a copy of same in the United States Mail to the following address, with sufficient postage thereon to ensure delivery:

Bryan G. Harrison, Esq.
Leslie A. Allen
Morris, Manning & Martin, L.L.P.
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326

This 10th day of June, 2002.


Steven M. Kushner