

ORIGINAL

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
INTELLECT ART MULTIMEDIA, INC.,

Plaintiff,

v.

MATHEW MILEWSKI, JOHN DOES 1-5, and
XCENTRIC VENTURES, LLC ,

Defendants.
-----X

INDEX NO.

SUMMONS

08117024
FILED
DEC 19 2008
NEW YORK
COUNTY CLERK'S OFFICE

TO DEFENDANT MATHEW MILEWSKI:

YOU ARE HEREBY SUMMONED and required to Answer the Verified Complaint in this action and to serve a copy of your Answer upon the undersigned within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after service is complete, if this Summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

The basis of the venue designated is the location of the acts which for a basis for the claims herein.

Dated: Hackensack, New Jersey
December 15, 2008



JEREMY M. KLAUSNER
Calo Agostino, P.C.
Attorneys for Plaintiff
14 Washington Place
Hackensack, New Jersey 07601
(201) 488-5400

-and-

500 Kingsland Avenue
Brooklyn, New York 11222
(Please respond to New Jersey address.)

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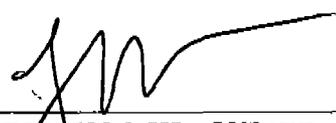
SUMMONS

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TO DEFENDANT XCENTRIC VENTURES, LLC:

YOU ARE HEREBY SUMMONED and required to Answer the Verified Complaint in this action and to serve a copy of your Answer upon the undersigned within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after service is complete, if this Summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

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SUPREME COURT OF THE STATE OF NEW YORK
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08117024

**VERIFIED
COMPLAINT**

FILED

DEC 19 2009

NEW YORK
COUNTY CLERK'S OFFICE

Plaintiff INTELLECT ART MULTIMEDIA. INC., by its attorneys, Calo Agostino, P.C., as and for its Complaint against Defendants, states as follows:

PARTIES

1. Plaintiff is a Massachusetts corporation with its principal place of business located in Boston, Massachusetts.
2. Upon information and belief, Defendant Mathew Milewski is a resident of the State of New York.
3. Upon information and belief, Defendant XCENTRIC VENTURES, LLC is an Arizona Limited Liability Company with its principal place of business in Tempe, Arizona.
4. Upon information and belief, Defendant XCENTRIC owns and operates an Internet platform and website known as RIPOFFREPORT.COM.
5. RIPOFFREPORT.COM is a worldwide consumer reporting website and publication by consumers and for consumers to file and document complaints about companies or individuals.

6. Upon information and belief, a significant percentage of the users of Defendant XCENTRIC's consumer reporting website are based in New York.

7. Defendants JOHN DOES 1-5 are individuals who posted content on the website owned and operated by Defendant XCENTRIC.

JURISDICTION

8. Jurisdiction in the Supreme Court of the State of New York is appropriate pursuant to CPLR §301 and/or §302.

STATEMENT OF FACTS

9. Plaintiff operates a college level summer institute for college students, university graduates, and working professionals that offers courses geared toward careers in finance, business consulting, and entrepreneurship.

10. Plaintiff's summer institute is offered under the trade name SWISS FINANCE ACADEMY.

11. Plaintiff's summer institute is and has been offered at various locations in the United States and Europe.

12. Defendants MATHEW MILWESKI and JOHN DOES 1-5 are students who attended Plaintiff's summer institute.

13. Upon information and belief, Defendant MILEWSKI is an undergraduate at Fordham University in the Bronx, New York.

14. On or about February 29, 2008, Defendant MILEWSKI applied to SWISS FINANCE ACADEMY to attend its summer institute to be held June 15, 2008 through July 5, 2008 in Switzerland ("Summer 2008 Program").

15. On or about March 5, 2008, Defendant MILEWSKI was offered admission to the Summer 2008 Program.

16. Between about March 5, 2008 and June 15, 2008, Defendant received, via electronic mail, detailed information regarding the Summer 2008 Program, including Terms and Conditions, Program curriculum, faculty, facilities, location, and tuition.

17. On or about June 5, 2008, Defendant MILEWSKI informed Plaintiff that he would be attending the Summer 2008 Program.

18. Defendant MILEWSKI's June 5, 2008 correspondence also stated that he was attending the Summer 2008 Program because (1) he received a loan for Program tuition and (2) would receive course credit for the Program, both from Fordham University.

19. Between about June 5, 2008 and June 15, 2008, Plaintiff received correspondence from Fordham University stating that Defendant MILEWSKI had been approved for a loan, but that the funds would be released to MILEWSKI in a few days.

20. Payment of tuition for the Summer 2008 Program was due prior to June 15, 2008.

21. Although Defendant MILEWSKI did not pay the Summer 2008 Program tuition prior to June 15, 2008, Plaintiff allowed MILEWSKI to attend the Program.

22. Plaintiff's decision to allow MILEWSKI to attend the Program without advance tuition payment was based on MILEWSKI's written assurances regarding payment.

23. Between June 15, 2008 and June 25, 2008, during the Summer 2008 Program, Plaintiff's representatives inquired about Defendant MILEWSKI's overdue tuition payment.

24. Beginning on about June 24, 2008 Defendant MILEWSKI engaged in disruptive behavior, including, but not limited to being rude and insulting to Plaintiff's staff members and inappropriate behavior in class.

25. On or about June 25, 2008, Defendant MILEWSKI was expelled from the Summer 2008 Program.

26. Defendant MILEWSKI was expelled for non-payment of tuition and violation of Plaintiff's Terms and Conditions.

27. On about July 19, 2008, a report regarding Swiss Finance Academy was posted in Defendant XCENTRIC's website, www.ripoffreport.com.

28. The July 19, 2008 report on ripoffreport.com accused Plaintiff of being a "bait & switch company," making "false promises," that is run "by two incompetent [sic] people."

29. The July 19, 2008 report also contains the following false statements, among others:

- a. "[i]t is a 100% bait and switch scam";
- b. [t]hey tell you where the location is then a week before the program starts they change the location and say no refunds whatsoever."
- c. "[t]hey tell you a week before you come you must bring your OWN pillow, sheets, comforter and shower towels";
- d. "all we got for breakfast was TOAST";

- e. “everything they taught was a ‘JOKE’”;
- f. “if I took a poll from the 150 people that went this summer 130 people would ask for a refund cause they know they got worked.”
- g. “[e]ven there [sic] phone number is fake”
- h. “[I]ts [sic] all a joke and a scam that needs to be stopped.”

30. Upon information and belief, Defendant MILEWSKI is the author of the July 19, 2008 post on ripoffreport.com.

31. Upon information and belief, Defendant XCENTRIC plays a significant role in creating, developing, or transforming the information provided by its users.

32. The very name and nature of Defendant XCENTRIC’s www.ripoffreport.com website platform provides a forum designed to publish defamatory information.

33. The very name and nature of Defendant XCENTRIC’s www.ripoffreport.com website platform provides a forum designed to elicit defamatory information from its users.

34. The very name and nature of Defendant XCENTRIC’s www.ripoffreport.com website platform suggests they type of information to be disclosed by its users.

35. The very name and nature of Defendant XCENTRIC’s www.ripoffreport.com website platform prompts users to publish defamatory information.

36. On or about August 27, 2008, an update was posted on ripoffreport.com linked to the July 19, 2008 original report.

37. The August 27, 2008 update also contains false statements.

38. Plaintiff does not currently have knowledge or information sufficient to form a belief as to the author(s) of the August 27, 2008 update on ripoffreport.com.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST
DEFENDANT MILEWSKI FOR DEFAMATION**

39. The allegations contained in Paragraphs 1-38 are repeated and realleged as if set forth fully herein.

40. Defendant MILEWSKI published one or more written and/or oral false statements that were intended to harm Plaintiff in its business or trade.

41. The defamatory statements published by Defendant MILEWSKI include, but are not limited to:

- a. “[i]t is a 100% bait and switch scam”;
- b. [t]hey tell you where the location is then a week before the program starts they change the location and say no refunds whatsoever.”
- c. “[t]hey tell you a week before you come you must bring your OWN pillow, sheets, comforter and shower towels”;
- d. “all we got for breakfast was TOAST”;
- e. “everything they taught was a ‘JOKE’”;
- f. “if I took a poll from the 150 people that went this summer 130 people would ask for a refund cause they know they got worked.”
- g. “[e]ven there [sic] phone number is fake”
- h. “[I]ts [sic] all a joke and a scam that needs to be stopped.”
- i. “[a]lmost all of the people where [sic] very disappointed with the program.”

42. Plaintiff is not a public figure.
43. Defendant MILEWSKI's statements concern Plaintiff's trade or business.
44. Plaintiff did not consent to Defendant MILEWSKI's statements.
45. As a result of Defendant MILWESKI's statements, Plaintiff has suffered monetary damages.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST
DEFENDANTS JOHN DOES 1-5 FOR DEFAMATION**

46. The allegations contained in Paragraphs 1-45 are repeated and realleged as if set forth fully herein.

47. Defendants JOHN DOES 1-5 published one or more written and/or oral false statements that were intended to harm Plaintiff in its business or trade.

48. The defamatory statements made by Defendants JOHN DOES 1-5 include, but are not limited to:

- a. "[i]t is a 100% bait and switch scam";
- b. [t]hey tell you where the location is then a week before the program starts they change the location and say no refunds whatsoever."
- c. "[t]hey tell you a week before you come you must bring your OWN pillow, sheets, comforter and shower towels";
- d. "all we got for breakfast was TOAST";
- e. "everything they taught was a 'JOKE'";
- f. "if I took a poll from the 150 people that went this summer 130 people would ask for a refund cause they know they got worked."
- g. "[e]ven there [sic] phone number is fake"
- h. "[I]ts [sic] all a joke and a scam that needs to be stopped."

i. “[a]lmost all of the people where [sic] very disappointed with the program.”

49. Plaintiff is not a public figure.

50. Defendants JOHN DOES 1-5’s statements concern Plaintiff’s trade or business.

51. Plaintiff did not consent to Defendants JOHN DOES 1-5’s statements.

52. As a result of Defendants JOHN DOES 1-5’s statements, Plaintiff has suffered monetary damages.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST
DEFENDANT XCENTRIC FOR DEFAMATION**

53. The allegations contained in Paragraphs 1-52 are repeated and realleged as if set forth fully herein.

54. Defendant XCENTRIC played a significant role in creating, developing, and/or transforming the information provided by users of its website platform www.ripoffreport.com.

55. Defamatory information was provided by users of Defendant XCENTRIC’s www.ripoffreport.com website platform in direct response to prompts from www.ripoffreport.com.

56. Defendant XCENTRIC provided a forum designed to elicit and publish defamatory information.

57. As a result of its activities, Defendant XCENTRIC made statements concerning Plaintiff on its www.ripoffreport.com website platform.

58. Plaintiff did not consent to the statements made by Defendant XCENTRIC.

59. As a result of Defendant XCENTRIC's statements, Plaintiff has suffered monetary damages.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST
DEFENDANT MILEWSKI FOR BREACH OF CONTRACT**

60. The allegations contained in Paragraphs 1-59 are repeated and realleged as if set forth fully herein.

61. On or about June 5, 2008, Defendant MILEWSKI accepted Plaintiff's offer of admission to the Summer 2008 Program.

62. Plaintiff's disclosed Terms and Conditions and related documents set forth the terms between Plaintiff and Defendant MILEWSKI.

63. Defendant MILEWSKI failed to pay the tuition for the Summer 2008 Program.

64. Notwithstanding the fact that Defendant MILEWSKI failed to pay the tuition at all, pursuant to the terms between the parties, Defendant MILEWSKI was not entitled to a tuition refund.

65. As a result of Defendant MILEWSKI's failure to pay tuition, Plaintiff was damaged in the amount of seven thousand dollars (\$7,000.00).

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST
DEFENDANT XCENTRIC FOR PRODUCT LIABILITY**

66. The allegations contained in Paragraphs 1-65 are repeated and realleged as if set forth fully herein.

67. Defendant XCENTRIC was at all relevant times in the business of designing, constructing, producing, and maintaining a website platform known as www.ripoffreport.com.

68. Defendant XCENTRIC's website platform www.ripoffreport.com constitutes a product.

69. Defendant XCENTRIC knew, or should have known, that the website platform it designed, constructed, produced, and maintained contained defamatory statements regarding Plaintiff.

70. Despite demand, Defendant XCENTRIC refused to remove the defamatory statements regarding Plaintiff contained on its website platform.

71. Defendant XCENTRIC was negligent in failing to properly design and maintain its website platform, creating an unreasonable risk of injury to Plaintiff's property.

72. As a direct result of Defendant XCENTRIC's negligence, Plaintiff sustained serious damage to its property.

WHEREFORE, Plaintiff demands judgment as follows:

- a. On its First Cause of Action against Defendant MILEWSKI for Defamation:
 - i. actual damages in an amount to be proven at trial, but in no event less than \$225,000;
 - ii. other damages as the Court deems just and proper for *per se* defamation; and
 - iii. an order providing permanent injunctive relief (1) ordering removal of all defamatory content regarding Plaintiff posted by Defendant MILEWSKI on www.ripoffreport.com and (2) barring Defendant MILEWSKI from making further defamatory statements regarding Plaintiff, Plaintiff's trade, Plaintiff's business, or the Swiss Finance Academy.
- b. On its Second Cause of Action against Defendants JOHN DOES 1-5 for Defamation:
 - i. actual damages in an amount to be proven at trial, but in no event

less than \$225,000;

- ii. other damages as the Court deems just and proper for *per se* defamation; and
- iii. an order providing permanent injunctive relief (1) ordering removal of all defamatory content regarding Plaintiff posted by the JOHN DOES Defendants on www.ripoffreport.com and (2) barring the JOHN DOE Defendants from making further defamatory statements regarding Plaintiff, Plaintiff's trade, Plaintiff's business, or the Swiss Finance Academy.

c. On its Third Cause of Action against Defendant XCENTRIC for Defamation:

- i. actual damages in an amount to be proven at trial, but in no event less than \$225,000;
- ii. other damages as the Court deems just and proper for *per se* defamation; and
- iii. an order providing permanent injunctive relief (1) ordering removal of all defamatory content regarding Plaintiff posted on www.ripoffreport.com and (2) barring Defendant XCENTRIC from allowing users to post any statements regarding Plaintiff, Plaintiff's trade, Plaintiff's business, or the Swiss Finance Academy on its website platform www.ripoffreport.com.

d. On its Fourth Cause of Action against Defendant MILEWSKI for Breach of Contract:

- i. damages in the amount of seven thousand dollars (\$7,000.00) representing the amount of tuition agreed to be paid for the Summer 2008 Program;
- ii. actual attorneys' fees and costs.

e. On its Fifth Cause of Action against Defendant XCENTRIC for Product Liability:

i. damages in an amount to be proven at trial, but in no event less than \$225,000.

f. Such other and further relief as the Court deems just and proper.

Dated: Hackensack, New Jersey
December 15, 2008



JEREMY M. KLAUSNER
CALO AGOSTINO, P.C.
Attorneys for Plaintiff
14 Washington Place
Hackensack, New Jersey 07601
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SUPREME COURT OF THE STATE OF NEW YORK
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INTELLECT ART MULTIMEDIA, INC., :
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Plaintiff, :
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v. : INDEX NO. :
: :
MATHEW MILEWSKI, JOHN DOES 1-5, : VERIFICATION :
XCENTRIC VENTURES, LLC (For Discovery : :
Purposes Only), and : :
COLLEGECONFIDENTIAL.COM (For Discovery : :
Purposes Only), : :
Defendants. :
-----X

STATE OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

SANJAY GUPTA, being duly sworn, deposes and states:

I am the President of Intellect Art Multimedia, Inc. d/b/a Swiss Finance Academy,
the Plaintiff in this action. I have read and know the contents of the foregoing
VERIFIED COMPLAINT, and the contents thereof are true to my own knowledge,
except as to matters alleged upon information and belief, and as to those matters I believe
them to be true.

Sworn to before me
this 08 day of December 2008.

Sanjay Gupta

SANJAY GUPTA
President
Intellect Art Multimedia, Inc.

William W. Bennett II

Notary Public

