16CV 8523

United States Attorney's Office
Southern District of New York
Civil Rights Unit

Civil Rights Complaint Form

The Civil Rights Unit of the United States Attorney's Office is charged with enforcing the federal civil rights laws within the Southern District of New York, which includes Bronx, Dutchess, New York, Orange, Putnam, Rockland, Sullivan, and Westchester counties. We therefore welcome information from the public that brings to our attention possible violations of our Nation's civil rights laws. EIN# 81-2958778

Person Filing complaint:

Eric, Taylor
Name

2090 7th Ave
Address

4th Floor
Address (Line 2)

NY, NY 10027
City, State Zip

NY
County Phone

Person/Entity you are filing complaint about:

FaceBook.Com
Name of Person or Entity

Security Team
Address

Address (Line 2)

City, State Zip

County Phone

Nature of Alleged Civil Rights Violation:

- [ ] Disability Rights
- [ ] Educational Opportunities
- [x] Employment Discrimination
- [ ] Fair Housing
- [ ] Law Enforcement Misconduct
- [ ] Prisoner/Institutional Rights
- [ ] Voting Rights
- [x] Other: FBI.gov Pheonix-division

Please clearly describe the violation of the civil rights laws that you would like to bring to our attention. Include as much information as possible, including the date, place, nature of incident, and contact information for any witnesses (do not send original documents):

HATE SCAM — 2000-2016 - (electronic — Transactions)
YOUTUBE also Hits me With:
Hate Scam operations - On How Grow Traffic - Alexa.com
Anti-Trust Collum List format +
Hockey Face off - every time I
enquire about the stock - IPO: or - CPC's
Slow Erosion App. Prosses - SaBiTag'ed
Have to Continuedusly Reoptimize:
All my Foriegn locations are friendly - US embassy There

Do you believe that the violation of civil rights described in this complaint is part of, or results from, a policy, pattern, or practice on the part of the person or entity named above? If so, please describe the policy, pattern, or practice in detail and identify others who you believe were subjected to the same or similar treatment:

Are you represented by an attorney in this matter? ☐ Yes ☒ No If yes, please provide name of attorney, address and phone number.

Name _____ Phone _____

Address _____

Have you filed a lawsuit concerning this matter? ☐ Yes ☒ No If yes, please provide the case name, court in which the case was brought, and the status of the case.

Have you filed a complaint about this matter with any other federal, state, or local agency?
☐ Yes ☒ No If yes, please list the agency, contact person, phone, and status of the complaint.

IC3.gov - Reports Blocked

Although the volume of information we receive from concerned members of the public prevents us from responding to every complaint we receive, be assured that we will carefully consider the information you have provided us to determine whether a violation of the federal civil rights laws may have occurred and, if so, whether this Office has enforcement authority with respect to such a violation. If we determine that your complaint raises a potential violation of federal civil rights laws that would be within the jurisdiction of this Office to investigate and that further information from you is necessary for our investigation, you will be contacted.

***SUBMITTING A COMPLAINT TO THIS OFFICE HAS NO EFFECT ON ANY STATUTE OF LIMITATIONS THAT MIGHT APPLY TO ANY CLAIM YOU MAY HAVE. BY SUBMITTING THIS COMPLAINT FORM YOU HAVE NOT COMMENCED A LAWSUIT OR OTHER LEGAL PROCEEDING, AND THIS OFFICE HAS NOT INITIATED A SUIT OR PROCEEDING ON YOUR BEHALF. IF YOU BELIEVE YOUR CIVIL RIGHTS HAVE BEEN VIOLATED AND YOU INTEND TO SUE FOR MONEY OR OTHER RELIEF, YOU SHOULD CONTACT A PRIVATE ATTORNEY.

Signature: Eric Taylor - Notary Signature **Date:** 10/15/2016

Send this completed complaint form to the following address:

Chief, Civil Rights Unit
United States Attorney's Office
Southern District of New York
86 Chambers Street, 3rd Floor
New York, NY 10007
(212) 637 - 2750 (fax)

AGREEMENT, dated as of 10/18, 2016 by and among CD ("AB"), ("CD"; and together with AB, the "Shareholders") and XXX, Inc., a New York corporation (the "Company").

CD-ACCOUNT-Refferance/FreeWebSubmission
Google.com-
ecommerce-electronic-Commerce

RECITALS

WHEREAS, *AB* is currently the owner of all the issued and outstanding shares of common stock, par value $.01 per share (the "Common Stock") of the Company;

WHEREAS, *CD* desires to purchase from the Company, and the Company desires to sell to *CD* shares of the Common Stock;

WHEREAS, the Shareholders have agreed that the business of the Company shall be conducted in accordance with and subject to this Agreement;

WHEREAS, the Shareholders have agreed that this Agreement would be in the best interests of the Company and would promote harmonious relationships between them with respect to the conduct of the affairs of the Company.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties hereinafter set forth, it is agreed as follows:

1. *Purchase of Shares*. Subject to and upon the terms and conditions hereof, the Company is selling to *CD*, and *CD* is purchasing from the Company, Full shares of the Common Stock (the "Shares") for a total purchase price of $..... payment of which is being made by *CD* simultaneous herewith.
Full

2. *Directors*. The Shareholders shall cause the Company to have a board of directors consisting of three (3) directors, who shall be charged with the general management of the Company. At each annual meeting of shareholders, the Shareholders shall nominate two designees of *AB* and one designee of *CD* for election as directors of the Company and the Shareholders shall vote all of their shares, in person or by proxy, for the election of *AB* and *CD*.

3. *Officers*. The Board of Directors shall vote for the election and reelection annually of the following persons as executive officers of the Company:
Published works inc.

Founder— Chairman, Chief Executive Officer and President: Eric D. Taylor
Executive Vice-President and Secretary:
Treasurer:

AB
CD
AB

4. *Restrictions on Transfer of Shares*.
(a) *CD* shall not, directly or indirectly, sell, assign, transfer, pledge, hypothecate, give, or in any other way whatsoever encumber or dispose of (hereinafter collectively called "Transfer") any or all of the Shares now or hereafter owned by him or any interest therein, or the right to receive same, or the stock certificate or certificates representing the same, except as permitted pursuant to this Agreement. Any Transfer in violation of the provisions of this Agreement shall be null and void and no dividend shall be paid on any of the Shares transferred in breach

proposed to be effected by *CD*; and (ii) be accompanied by a photocopy of the original executed bona fide offer, certified by *CD* to be a true and correct copy thereof.

(b) For a period of sixty (60) days from the giving of the Sale Notice (the "Company's Option Period"), the Company shall have a nonassignable first option to purchase all of the Shares (to the extent that the Company has legally available funds for such purpose), exercisable by a written notice from the Company to *CD* of the Company's desire to purchase on the terms specified in the Sale Notice. Notwithstanding any contrary provision applicable to quorum or voting requirements contained in any document, the Company's decision to exercise or not exercise such option shall be made by AB without any participation by *CD*. In the event that the Company fails or declines to exercise such option at or prior to the expiration of the Company's Option Period, then for a period of 10 days following the last day of the Company's Option Period ("*AB*'s Option Period"), *AB* shall have an option to purchase all of the Shares, exercisable by a written notice from *AB* to *CD* and the Company of *AB*'s desire to purchase on the terms specified in the Sale Notice.

(c) If the Company or *AB* elects to purchase the Shares from *CD*, then *CD* shall be obligated to sell, and the Company or *AB*, as the case may be, shall be obligated to purchase the Shares at the price and upon the terms set forth in the Bona Fide Offer. Pending (i) exercise by the Company or *AB* of its option; or (ii) expiration, without exercise of the option, of the Company's Option Period and *AB*'s Option Period, *CD* shall not accept, consummate or, except as specified herein, otherwise act upon the Bona Fide Offer. Failure by the Company or *AB*, as the case may be, to give, within the time limits stated, written notice of its desire to purchase shall be deemed an election by the Company or *AB*, as the case may be, not to exercise its option.

(d) If neither the Company nor *AB* shall elect to purchase the Shares, then *CD* shall be entitled to sell all (but not less than all) of the Shares, in the manner, at the price and upon the terms specified in the Bona Fide Offer, provided such action is consummated (i) within 60 days from the last day of the *AB*'s Option Period; and (11) only with the third party who tendered the Bona Fide Offer. If such transaction specified in the Bona Fide Offer shall not have been so consummated within such 60-day period, then *CD* shall not thereafter have the right to consummate such transaction and the Shares shall continue to be subject to the provisions of this Agreement in all respects as if the Sale Notice had never been given.

(e) Effective on the Closing Date (as hereinafter defined), *CD*, and any of his designees, shall be deemed to have resigned as officers and directors of the Company and, in confirmation thereof, shall deliver their written resignations to the Board of Directors of the Company.

(f) The closing of a purchase by the Company or *AB*, as the case may be pursuant to this Section 5 (the "Closing Date"), shall take place 10 days after the Company has given *CD* written notice of his election to purchase the Shares. If the Company has not elected to purchase the Shares and *AB* has elected to purchase the Shares, the Closing Date shall take place 10 days after *AB* has given written notice of such election to *CD* and to the Company.

(g) On the Closing Date, the Company or *AB*, as the case may be, shall pay to *CD* the purchase price stipulated in the Bona Fide Offer on the same terms and conditions as specified in the Bona Fide Offer.

6. *Sale by AB.*

(a) In the event *AB* proposes to sell all or substantially of his shares of Common Stock to an unaffiliated third party pursuant to a bona fide written offer, *AB* may elect to require that *CD* sell all of the Shares to the same buyer. Such election shall be evidenced by delivery to *CD*, not less than 5 days prior to such proposed sale, of a notice which shall include the material terms of such proposed sale. If AB so elects, CD shall sell all of the Shares to such buyer at the same time, and on the same terms, as AB sells his shares to such buyer.

(b) In the event *AB* proposes to sell all or substantially of his shares of Common Stock to an unaffiliated third party pursuant to a bona fide written offer, but does not elect to require *CD* to sell the Shares pursuant to Section 6(a) above, *AB* shall, in any event, deliver to *CD* a written notice which shall include the material terms of such proposed sale, and *CD* may elect, by delivery to *AB* of a written notice within 5 days of his receipt of the notice from *AB*, to participate in the contemplated sale on the same terms as *AB*. If the proposed buyer is unwilling to purchase all of the shares of stock owned by *AB* and *CD*, *AB* and *CD* shall each be entitled to sell that number of shares equal to the aggregate number of shares of Common Stock then owned by them multiplied by a fraction, the numerator of which shall be the number of shares of the buyer has agreed to purchase and the denominator of which shall be the total number of shares owned by *AB* and *CD*.

7. *Noncompetition.*

(a) *CD* acknowledges and agrees that the services and responsibilities which he has and is to render to the Company are of special and unique significance and value to the Company. Accordingly, *CD* agrees that for so long as he is a stockholder in the Company and for 3 years thereafter, he will not, directly or indirectly, (i) be interested in, employed by, engaged in or participate in the ownership, management, operation or control of, or act in any advisory or other capacity for, any business which competes with the business activities of the Company, or otherwise relates to or arises from, the current or contemplated activities of the Company in any state or jurisdiction in which the Company presently or hereafter transacts business; (ii) solicit or divert business from the Company or assist any person, firm or entity in doing so or attempting to do so; (iii) cause or seek to cause any person, firm or entity to refrain from dealing or doing business with the Company or assist any person, firm or entity in doing so or attempting to do so, or (iv) solicit or hire, directly or indirectly, any person, firm or entity in doing so or attempting to do so.

(b) *CD* acknowledges that the provisions of this Section 7, including the restrictions, territorial scope and duration, are reasonable and necessary for the protection of the Company and its business.

(c) References in this Section 7 to the Company shall be deemed to include references to all subsidiaries

The shares represented by this certificate have not been registered or qualified under the Securities Act of 1933 or blue sky laws of any state and may be offered or sold only if registered and qualified pursuant to the relevant provisions of federal and state securities laws, or if an exemption from such registration or qualification is applicable.

10. *Notices*. Any notice provided for herein shall be in writing and shall be deemed to have been given or made (a) when received, if delivered in person or sent by telecopier and confirmed in writing within three (3) days thereafter, or (b) five (5) days following the mailing thereof if mailed by first-class, registered return receipt requested, and return receipt is received, to the addresses of the parties set forth below or to such other address as may be specified by notice given in accordance with this Section 10

If to *AB* to: (*Set forth address*)

If to *CD* to: (*Set forth address*)

If to the Company to:

XXX, Inc.

(*Set forth address*)

11. *Term*. This Agreement shall terminate (except with respect to any right, option, obligation or duty created or arising hereunder by virtue of the occurrence of any event prior to the termination of this Agreement, whether or not such right, option, obligation or duty shall be conditioned or dependent upon the passing of any period of time, the giving of any notice and/or the occurrence of any other event after the termination of this Agreement) upon the earliest to occur of the following events: (i) a dissolution, liquidation or bankruptcy of the Company, (ii) the mutual written agreement of the Stockholders, or (iii) the purchase by the Company or *AB*, as the case may be, of the Shares.

12. *Amendments*. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement signed by all the parties hereto.

13. *Waiver*. The waiver of any breach or default hereunder shall be considered invalid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach of default of the same or similar nature.

14. *Injunctive Relief*. The parties hereby acknowledge that it will be impossible to measure in money the damages which will accrue to a party hereto if there is a failure to comply with any of the restrictions or obligations herein imposed upon the disposition of the Common Stock, and agree that in the event of any such failure, the parties will not have an adequate remedy at law. It is therefore agreed that the parties, in addition to any other rights and remedies which they may have, shall be entitled to immediate injunctive relief to enforce such restrictions, obligations or provisions, or any of them, and that in the event any action or proceeding is brought in equity to enforce the same, no party will urge, as a defense, that there is an adequate remedy at law.

15. *Enforceability*. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision, or portion thereof, and shall not in any manner render invalid or unenforceable any other provision of this agreement, or portion thereof, and this agreement shall be carried out as if any such invalid or unenforceable provision, or portion thereof, were not contained herein. In addition, any such invalid or unenforceable provision, or portion thereof, shall be deemed, without further action on the part of the parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable

16. *Further Assurances*. Each party hereto shall cooperate and shall take further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this agreement.

17. *Governing Law*. This Agreement shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be construed and enforced in accordance with the substantive laws of the State of New York without regard to principles of conflicts of law.

18. *Section Headings*. The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents thereof.

19. *Counterparts*. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year first written above.

SHAREHOLDERS: EIN# 81-2958778 - IRS.gov

QQQ

NASDAQ

XXX, *INC.*

By: Published works, inc.

Name: Eric D. Taylor

Title: CEO

(Founder)

Urgent

LexisNexis Headnotes) Please send to IRS.gov address for Filing

(Copyright Law > Subject Matter > Audiovisual Works & Motion Pictures > Television Broadcasts)

(Published works inc.)

Google.com-

etaylorgroup00.com

youtube.com-

(EIN #81-2958778)-irs.gov

legalzoom.com-2000-2005/Registry

Alexa.com-

Pdf/http-hyper (text) technology transfer Protocol

Freewebsubmission-

Freetrafficexchangelist.com

Zillow.com

luxuryHomes.Com

Urban Airship-

Microsoft-

-Eric D. Taylor- Notary Signia

10/16/2016

(2000-until)

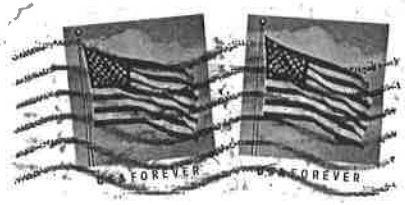
ecommerce.com

Jo90 7th Ave
4th Floor
NY, NY-10027
Inmate # 08250488
Taylor, Eric

RECEIVED
SDNY PRO SE OFFICE
2016 OCT 28 AM 11:17

US district
Court-500-Pearl
Street, NY, NY-10007

NEW YORK NY 100
24 OCT 2016 PM



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SDNY

OCT 26 2016
CLERK'S OFFICE
S.D.N.Y.

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