

IN THE CIRCUIT COURT OF THE STATE OF FLORIDA FOR TAMPA DIVISION

IN THE MATTER OF:

TALK FUSION, INC., A FLORIDA CORPORATION )

PLANTIFF, )

vs. )

J.J. ULRICH, an individual, JOE READ, an individual, )

AND IWOW WE, LLC, A TEXAS LIMITED )

LIBAILITY COMPANY )

RESPONDENT, )

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CLERK U.S. DISTRICT COURT  
Case #8:11-CV-01134-VMC-AEP  
TAMPA, FLORIDA

Respondent J.J. Ulrich (nka Ulrich)(the "Respondent" or "Mr. Ulrich"), hereby respectfully answers the Complaint filed by PLANTIFF TALK FUSION, INC. and, in so doing, assert the affirmative defenses set forth below.

**Answer To Emergency Motion For A Temporary Restraining Order and Preliminary Injunction:**

My name is J.J. Ulrich; I issue this response from personal knowledge.

1. I joined Talk Fusion on October 20, 2010. (EXHIBIT A). Before then, I was with a previous network marketing company by the name of Connecting Us All. While I was with Connecting Us All, I developed the software that makes the basis of Plaintiff's Complaint. Since March 2009, I have been and continue to be the sole owner of the software.
2. I am responding to the complaint, restraining order and civil action that I received on Wednesday May 26, 2011.
3. On March 06, 2011 I planned and designed two websites [www.thetalkfusionteam.com](http://www.thetalkfusionteam.com) and [www.talkfusionservice.com](http://www.talkfusionservice.com) for the benefit of growing my Talk Fusion business. Both websites were approved by Bob Reina/Talk Fusion on March 15, 2011 via a phone call and March 16, 2011 via email correspondence. (EXHIBIT B)
4. At no time have I demonstrated a pattern of violating multiple provisions of my Talk Fusion agreement.
5. At no time did I obtain Username and Passwords from associates of Talk Fusion. They entered their data to link their accounts with [www.thetalkfusionteam.com](http://www.thetalkfusionteam.com) by personal choice only.
6. At no time did I access Talk Fusion Server to obtain information of Talk Fusions confidential information.
7. At no time did I make [www.thetalkfusionteam.com](http://www.thetalkfusionteam.com) and [www.talkfusionservice.com](http://www.talkfusionservice.com) a paid for site for anyone. Tools were offered by members in the community that they have found to be effective in

1 building their Talk Fusion business. These tools were provided by third party providers and not by me. I  
2 never charged for any service, education, training or leadership to any member of Talk Fusion.

3 8. At no time did I sponsor anyone in my IWowWe business from Talk Fusion other than my personally  
4 sponsored associates in Talk Fusion. (Exhibit X)

5 9. At no time have I used disparaging remarks other than I have resigned due to irreconcilable differences  
6 and I cannot work with Bob Reina.

7 10. I am a professional online marketer and have connections around the world. My IWowWe business has  
8 nearly 200 people with less than 15 personally sponsored people coming from my Talk Fusion Business.

9 11. At no time have I used, stored, saved, or archived any Talk Fusion confidential, proprietary, password,  
10 genealogy or trade secret information.

11 12. At no time have I used any contact or genealogy information from Talk Fusion. My only contacts have  
12 been to personal relationships with the people I have personally sponsored. If anyone from Talk Fusion  
13 asks about the reason for my resignation, or what company I am working with now, I make them aware I  
14 cannot speak to them. I refer them to IWowWe or another leader in the system.

15 13. At no time have I conspired with IWowWe to solicit Talk Fusion account representatives. This is  
16 reflective by less than 15 personally sponsored people from Talk Fusion being in my organization.

17 14. At no time did I have access to our knowledge how to use the server equipment for  
18 www.thetalkfusionteam.com and www.talkfusionservice.com.

19 15. Mr. Read has informed me that all content, code, graphics and any information related to Talk Fusion  
20 has been permanently erased and both www.thetalkfusionteam.com and www.talkfusionservice.com  
21 have been forwarded to www.talkfusion.com. All that is left is my software I created before I was a  
22 distributor with the Plaintiff.

23 16. Bob Reina approved both www.thetalkfusionteam.com and www.talkfusionservice.com on March 15,  
24 2011 via a phone call and March 16, 2011 via email correspondence. (EXHIBIT B)

25 17. Bob Reina made it abundantly clear that if I left Talk Fusion he would make sure I would have egg on  
26 my face and he would come after me to make sure my family would never recover. Mr. Reina has a  
27 documented track record of aggression and abuse to members of his staff and leaders in his organization.  
28 He informed me that he was a police officer who has friends in the FBI and if I made the decision to  
29 leave that I would regret it forever. Please Review (EXHIBIT Y) TIMELINE OF EVENTS, FACTS,  
30 CONVERSATIONS AND EMAIL CORRESPONDENCES:

31 18. I request to have this case dropped. Mr. Reina is aware that I raise my 8 year old severely handicapped  
32 daughter who suffers from Brain Cancer, Seizures and Autism. My time away from home is very  
33 dangerous for her and I am not in a financial position to fight this harassment case. I spent the last of my

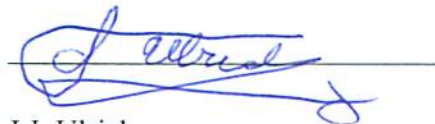
1 savings building my Talk Fusion business and I cannot afford to be restrained from working or having to  
2 travel back and forth to Florida. I need to be able to support my family.

3 19. The Plaintiff has not plead one cause of action in its complaint, thus, it cannot succeed as a matter of law  
4 on a Temporary Injunction, as it cannot establish a likelihood of success on the merits of the matter.

5 20. Further, the Plaintiff cannot establish irreparable injury, as I own the software and allowed the Plaintiff's  
6 members to use same at no cost. The Plaintiff never even offered to purchase the software, nor cannot  
7 produce a bill of sale or other document transferring ownership of the software from myself to the  
8 Plaintiff.

9 21. Once the Court compels arbitration, I will be seeking an injunction against Plaintiff and its owner, for  
10 the threats they have made, the disparaging statements they have made about me, and the damage to my  
11 business.

12 Respectfully Submitted,

13  
14 A handwritten signature in blue ink, appearing to read 'J.J. Ulrich', is written over a horizontal line.

15 J.J. Ulrich