

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CURCUIT  
IN AND FOR BROWARD COUNTY FLORDA**

GREEN BULLION FINANCIAL SERVICES,  
LLC, a Florida liability company,

Case No.: 09-014536 (09)

Plaintiff,

v.

MICHELLE M. LIBERIS,  
an individual,  
CONSUMER MEDIA, LLC,  
d/b/a CONSUMERIST.COM,  
ELIZABETH ARDEN,  
d/b/a COMPLAINTSBOARD.COM

Defendants,

---

**AMENDED COMPLAINT**

Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC, by and through the undersigned counsel, hereby file their Amended Complaint against Defendant MICHELLE M. LIBERIS, an individual, CONSUMER MEDIA, LLC, d/b/a CONSUMERIST.COM, ELIZABETH ARDEN, d/b/a COMPLAINTSBOARD.COM, and in support thereof states as follows:

**JURISDICTION AND PARTIES**

1. This is an action for damages and injunctive relief in excess of the jurisdictional minimum of this Court, exclusive of interest and costs, based on the intentional publication of false Statements about Plaintiff to various third parties by Defendants.

2. Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC ("CASH4GOLD") is a Florida limited liability company, doing business as CASH4GOLD with its principal place of business in Broward County, Florida.

3. Defendant Michelle M. LIBERIS ("LIBERIS") is an individual residing in [REDACTED]

[REDACTED] and is subject to the jurisdiction of this Court.

4. Defendant CONSUMER MEDIA, LLC, d/b/a CONSUMERIST.COM ("CONSUMERIST"), is a not for profit New York Corporation, who committed and continues to commit a tort in Florida by publishing false and defamatory information on its websites about Plaintiffs, directed at Florida and causing injury in Florida that gives rise to a potential claim cognizable in Florida.

5. Defendant ELIZABETH ARDEN, d/b/a COMPLAINTSBOARD.COM, (hereinafter "COMPLAINTSBOARD"), is an individual who resides in Santa Clara County, California, who operates, conducts, engages in, or carries on a business or business ventures within this state through her Internet website and committed and continues to commit a tort in Florida by publishing false and defamatory information on its websites about Plaintiffs, directed at Florida and causing injury in Florida that gives rise to a potential claim cognizable in Florida.

6. Venue is proper pursuant to Chapter 47, *Florida Statutes*, because the cause of action arose and accrued in this judicial district, where the Plaintiff CASH4GOLD transacts business, where the publication of the defamatory Statements at issue took place, and where CASH4GOLD suffered damages from Defendants' tortious conduct as a result of the publication of the false and defamatory Statements in this judicial district throughout Florida, and throughout the world.

7. Defendants intentionally and/or recklessly published defamatory information and clearly directed said information at Plaintiff's corporation in Florida, via their internet websites, resulting in significant injury and harm to Plaintiffs and their reputation. The bulk, if not all of the harm has occurred and will continue to occur in Florida

8. All conditions precedent to bringing this action have occurred, been waived, excused or satisfied.

## GENERAL ALLEGATIONS

### **I. CASH4GOLD & Defendant LIBERIS**

9. CASH4GOLD launched its business in early 2007. CASH4GOLD's business model was based upon an innovative development on a concept practiced by pawnbrokers and jewelry exchanges from time immemorial: selling one's unwanted jewelry for money. Instead of requiring customers to make an in person visit to a traditional "brick and mortar" pawn shop or jewelry exchange to consummate transactions, CASH4GOLD harnessed the power of e-commerce, enabling customers to sell their unwanted jewelry through its website, located at [www.CASH4GOLD.com](http://www.CASH4GOLD.com).

10. As a means to promote their products and services, Plaintiffs created their Internet websites to enable consumers to learn about Plaintiffs' services, and to provide a conduit for prospective and current customers to learn about and register for Plaintiffs' services.

11. Plaintiffs rely on consumers' knowledge of their services when consumers are searching for Plaintiffs' services on the Internet. Consumers can find Plaintiffs' website by entering Plaintiffs' name CASH4GOLD in any Internet search engine and the search engine will list search results, which should rank Plaintiffs' website as the top result services based on Plaintiffs' CASH4GOLDs business model.

12. Customers visiting the CASH4GOLD website fill out an online form and request a "Refiners Return Kit" to be sent to their mailing address. Upon receipt of the Refiner's Return Kit, the customer can deposit their unwanted gold, silver or platinum into the Refiner's Return Kit and sent it to CASH4GOLD's headquarters in Florida.

13. After reviewing the customer's material, CASH4GOLD evaluates the material and determines what price should be paid to the customer. CASH4GOLD makes offers for jewelry based on the precious metal content of the item, and does not evaluate the retail or sentimental value of the item. CASH4GOLD also acknowledges that there are other gold selling options on

its website, including a gold resource selling page with options that may in certain cases, provide the consumer with a higher value for the material.

14. Once this analysis is completed, CASH4GOLD provides payment to the customer by either sending a check or, the customer may select the Fast Cash option. By electing the Fast Cash option the customer waives the Company's return policy guarantee and the payment is deposited directly into the customer's bank account. Upon receipt of the check, the customer can either accept the check or request that the jewelry be returned to them by CASH4GOLD.

15. Accordingly, the internet is the main stream of commerce for the Plaintiff CASH4GOLD, as well as for their reputation.

16. In late 2008, certain ex-employees of Plaintiff breached their Employment Agreements, by disclosing **confidential, proprietary, and defamatory** information to hundreds of thousands of people by publishing confidential and defamatory Statements about Plaintiff over the internet.

**A. Defendant LIBERIS' Actual Malice Directed at Plaintiff CASH4GOLD**

17. Defendant LIBERIS was employed by Plaintiff from June 10, 2008 until October 6, 2008 as a Customer Service Representatives in Plaintiff's customer service department.

18. Defendant LIBERIS was terminated for cause for reasons that include, but are not limited to: chronic absenteeism without adequate excuse; chronic tardiness without adequate excuse; inattention to work; disruptive attitude toward co-workers and customers; and failure to cure each of the foregoing failures despite receiving written warnings and verbal reprimands and counseling.

19. After the termination of Plaintiff's employment in or about late October 2008, Defendant LIBERIS stated to a third party that she was "*going to make the Company pay for firing her*" and that she was going to make "*make CASH4GOLD be sorry for firing her.*"

20. After the termination of Plaintiff's employment in or about late October 2008, Plaintiff stated to another third party that:

- (a) she hopes *"the company goes under for what they did;"*
- (b) she would *"try to get money from the company;"*
- (c) she was *"going to make sure that they pay"*
- (d) CASH4GOLD *"will suffer for what they did;"*
- (e) CASH4GOLD *"would pay for what happened;"* and
- (f) *"they would get what is coming to them."*

**B. The False Statements About and Concerning Plaintiff CASH4GOLD**

21. On or about October 27, 2008 and continuing since that time, Defendant LIBERIS published over the internet, on more than one occasion, to millions of third parties worldwide including Florida residents and residents of this judicial district, numerous false and defamatory Statements of and concerning CASH4GOLD. Defendant has published false statement about CASH4GOLD over the internet, rendering the recitation of each and every false statement impractical and redundant. Accordingly, the following is a sample of the many false and defamatory Statements published by Defendant (the following statement shall be referred to herein as the "Statements"):

- (a) *"On my first day of being hired, I was taught the 'Cash 4 Gold Scam' from beginning to end."*
- (b) *"Below I have attached the full details on the scam involving this company. We know this first hand, because this is how we were trained."*
- (c) *"The 'refiner's pack' that is used for you to put your jewelry is 'insured for UP TO 100 dollars,' according to how much they feel your items are worth, NOT appraised at."*
- (d) *"We receive your 'Refiner's Pack' within 3-4 days, but we are instructed to tell you that it takes '7-10 business day, [] for us to receive your pack, ALTHOUGH your package has already arrived."*

- (e) *"Your jewelry gets appraised by hand/magnifying glasses/a small weight pad, and a bottle of mystery fluid, which your items are then give[n] a value for."*
- (f) *"I have witness testers being transported to Medical Centers, due to the testing department environment."*
- (g) *"There is literally a cloud of smoke in the air from acid and other testing materials."*
- (h) *"Although the payment (check) for your item is dated within 24 hrs of testing your jewelry, we sometimes DO NOT actually send out the check until up to 3-4 days later."*
- (i) *"We do offer a 100% Satisfaction Guarantee or your jewelry returned, BUT THE CATCH IS, that the guarantee is to contact us within 10 DAYS from when your check is DATED. (This begins with the time it took for the accounts payable dept. to ISSUE the check and also including the TRANSIT TIME for you to receive your check in the mail."*
- (j) *"If you are lucky you will receive your check around the '7<sup>th</sup>-10<sup>th</sup>' business day, AND more than 97% of the time Customers are outraged when they lay eyes on the amount of the check."*
- (k) *"If you accept the offer, the deal is done, and you are told that the call is recorded (which most of the time, the record button does not work)."*
- (l) *"If you want only the items that we do not find of any value back, you have to pay a 10.00 shipping and handling fee to have your own items returned, which varies depending on sales for the week. IF sales are good, there is no fee, when we are slow, you must pay."*

22. At the time Defendant published the Statements, Defendant knew the Statements and the defamatory meanings and implications of those Statements were false,

acted with reckless disregard for the truth by publishing those Statements, and published the Statements with actual malice.

23. Moreover, by identifying herself as a former employee, Defendant added extra weight and credibility to the Statements.

24. Defendant intended to injure and has injured CASH4GOLD's reputation by publishing these Statements.

25. As a direct and proximate result of the publication of the Statements by the Defendants, CASH4GOLD has suffered substantial damages, including but not limited to pecuniary loss and injury to reputation.

26. Further, because the Statements impute conduct, characteristics or a condition incompatible with the proper exercise of CASH4GOLD's lawful business, the Statements are libelous and defamatory *per se*; accordingly, pursuant to Florida law, CASH4GOLD is presumed to have been damaged by the Statements.

27. The false and defamatory Statements are not privileged and CASH4GOLD did not consent to the publication or dissemination of the Statements.

## **II. Defendant Websites**

28. On or about March 12, 2009, the instant action was filed in Broward County Circuit Court against the Defendant LIBERIS, for Injunctive Relief and Defamation.

29. Thereafter a Motion for Temporary Injunction and Default Final Judgment as to Liability was filed in the instant matter. A true and correct copy of the Motion for Temporary Injunction and Default Final Judgment as to Liability is attached hereto as **Exhibit A**.

30. On June 24, 2009, the Honorable Thomas M. Lynch, IV entered a Temporary Injunction which in part, enjoined the Defendant LIBERIS from "publishing through the internet, any confidential, proprietary, or defamatory Statements regarding the legitimate business interest of Plaintiff CASH4GOLD" and further ordered the Defendant to "remove any and all

postings on the internet regarding CASH4GOLD on or before June 25, 2009". A true and correct copy of the June 24, 2009, Order is attached hereto as **Exhibit B**.

#### **A. THE CONSUMERIST**

31. The Plaintiff CASH4GOLD's business model is unique in the sense that they rely on their reputation to enable customers to easily trust the CASH4GOLD and the internet to which enables potential customers to send away their valuable gold to CASH4GOLD.

32. The Defendant, CONSUMERIST publishes a website known as [www.consumerist.com](http://www.consumerist.com) and hold themselves out to the public as a "consumer reporting website and publication for consumers by consumers" and people visit their site to read about the top consumer issues of the day.

33. The CONSUMERIST actively solicits and encourages its readers to submit complaints about the latest scams, rip-offs and "other absurdities of the consumer culture", as described by the Consumer Media "About Us" page located on the CONSUMERIST website. Attached hereto is a true and correct copy of the CONSUMERIST About Us page as **Exhibit C**.

34. Upon information and belief, Defendant CONSUMERIST receives complaints submitted through the internet, comments on complaints posted and authors its own complaints and posts them on their website.

35. The Defendant CONSUMERIST's website appears as a search result on various search engines when consumers input Plaintiff CASH4GOLD in the internet search engine, causing many potential customers to visit the CONSUMERIST website instead of the Plaintiff CASH4GOLD's website.

36. Defendant CONSUMERIST's creation and publication of their "consumer complaints" is with reckless disregard for the truth as the Defendant does not verify the complaints for accuracy, but rather simply publishes them and implies that the subject company is 'ripping people off'.



37. The Plaintiff CASH4GOLD fell victim to this reckless behavior through the actions of Defendant CONSUMERIST's posting of an article entitled "10 Confessions of a CASH4GOLD Employee".

38. Specifically, Defendant CONSUMERIST found a posting from a Former CASH4GOLD Employee and added information and transformed the information into their own article for publication on their website.

39. Thereafter, on or about February 2, 2009, the editor for the CONSUMERIST posted an article entitled "10 Confessions of a CASH4GOLD Employee" (hereinafter the "Article"). A true and correct copy of the Article is attached hereto as **Exhibit D**.

40. Specifically the Article states numerous defamatory Statements which were previously published by the Former Employee on other websites, and the CONSUMERIST included their own take on the story by developing the following introduction to the Statements:

*"From the acid-cloud haze of the CASH4GOLD processing center steps forth a shadowy figure, fingers stained with orange testing fluid. It's an ex-CASH4GOLD employee and in-between tuberculosic wheezes he manages to pass you a yellow legal pad with 10 confessions about how his former employer taught him to rip people off. Then he evaporates leaving behind a pile of gold dust. You dip your finger in it and touch it to your tongue. Just as you thought: fool's gold"*

41. The Defendant, CONSUMERIST, actively solicits their users to gather specific detailed information which goes beyond the traditional editorial role of a publisher. They go beyond the editorial role by participating in the process and creating/developing the defamatory information and posting it on their website.

42. The CONSUMERIST published the Statements over the internet to millions of third parties, with the knowledge that the Statements were false, with reckless disregard for the truth of the Statements, and with actual malice and the intent to injure CASH4GOLD's reputation.

43. As a direct and proximate result of the publication of the Statements by the Defendant CONSUMERIST, CASH4GOLD has suffered substantial damages, including but not limited to pecuniary loss and substantial injury to its reputation.

44. Moreover because the Statements impute conduct, characteristics or a condition incompatible with the proper exercise of CASH4GOLD's lawful business, the Statements are libelous and defamatory *per se*; accordingly pursuant to Florida law, CASH4GOLD is presumed to have been damaged by these Statements.

45. The Defendant CONSUMERIST is responsible in whole, or in part for the creation and development of the information published through its interactive computer service.

46. The CONSUMERIST, in fact continues to develop the article. On or about April 3, 2009, the CONSUMERIST modified the Article to include the pending law suit against the Defendant LIBERIS.

47. Additionally on or about June 26, 2009, the undersigned contacted the Defendant CONSUMERIST and notified CONSUMERIST of the Court Order requiring the defamatory Statements to be removed. The CONSUMERIST, however has refused to assist in the carrying out of the Court Order.

48. The Defendant CONSUMERIST continues to knowingly, negligently distribute the defamatory information on the internet to millions of third parties, in violation of this Court's Order that all publication of the Statements be removed.

#### **B. WWW.COMPLAINTSBOARD.COM**

49. The Defendant, ELIZABETH ARDEN, d/b/a COMPLAINTSBOARD, publishes a website which appears at [www.complaintsboard.com](http://www.complaintsboard.com) which is allegedly made "for the people by the people", represented on their homepage.

50. COMPLAINTSBOARD actively solicits and encourages its readers to submit complaints about the alleged unethical companies and bad business practices.

51. Defendant COMPLAINTSBOARD, receives complaints submitted through the internet, and creates/develops headings and titles, for the complaints and is responsible in whole for the development of the content posted on their website (i.e. the defamatory statements).

52. Defendant COMPLAINTSBOARD's creation and publication of these consumer complaints is with reckless disregard for the truth as COMPLAINTSBOARD does not verify the complaints for accuracy, but rather simply publish them and imply that the subject company is a scam.

53. When an individual conducts a search for CASH4GOLD on any search engine, one of the first results is the COMPLAINTSBOARD article entitled "CASH4GOLD Complaints - Former employee exposing CASH4GOLD". (hereinafter the Complaintsboard referred to as "Article")

54. The subject article has been given the subheading "scam & fake check", by COMPLAINTSBOARD in order to allure visitors to their site who are trying to actually reach the site of the Plaintiff CASH4GOLD.

55. On or about November 11, 2009 an anonymous reader posted the subject Article on the Defendant COMPLAINTSBOARD's website. A true and correct copy of the Article is attached hereto as **Exhibit E**.

56. As a direct and proximate result of the publication of the Statements by the Defendant COMPLAINTSBOARD, and the categorization of the specific complaints as "scams" CASH4GOLD has suffered substantial damages, including but not limited to pecuniary loss and substantial injury to its reputation.

57. Moreover because the Statements impute conduct, characteristics or a condition incompatible with the proper exercise of CASH4GOLD's lawful business, the Statements are libelous and defamatory *per se*; accordingly pursuant to Florida law, CASH4GOLD is presumed to have been damaged by these Statements.

58. The Defendant, COMPLAINTSBOARD, is responsible in whole, or in part for the creation and development of the information published through its interactive computer service.

59. On or about June 26, 2009, the undersigned contacted COMPLAINTSBOARD regarding the defamatory material and requested the information be removed.

60. The Defendant COMPLAINTSBOARD responded and promised that the defamatory information would be removed from their website. A true and correct copy of the email correspondence is attached hereto as **Exhibit F**.

61. The Defendant, COMPLAINTSBOARD, however, failed to remove the Article and simply renamed the Article "Cash 4 Gold Complaints - Cash 4 Gold is a *SCAM CONFIRMED*". The specific headings of these articles are defamatory, and these headings were created and developed by COMPLAINTSBOARD and not the anonymous reader who initially supplied information to Defendant.

62. After various email correspondence back and forth, COMPLAINTSBOARD removed the text of the article, but then just replaced it with a link to a separate and entirely new website found at [www.XComplaints.com](http://www.XComplaints.com). [www.XComplaints.com](http://www.XComplaints.com), houses only one article, the one defaming Plaintiff CASH4GOLD.

63. Through the creation of these headings and titles the Articles on COMPLAINTSBOARD's website, the Defendant has actively participated in creating and developing the original defamatory information. They have surpassed the traditional editorial function of a publisher and have participated in the creation/development of the defamatory information.

64. Moreover, pursuant to their "Privacy Policy" COMPLAINTSBOARD have violated their own policy which states that :

*ComplaintsBoard.com does not knowingly allow incorrect or factually incorrect information to remain posted. If ComplaintsBoard.com is instructed to remove and delete a posted message by a court, then the message will be removed and deleted.*

*Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, racist, indecent or unlawful material or information.*

As previously stated, COMPLAINTSBOARD, was duly notified of the Court Order and has willfully refused to abide by both this Court's Order and their own policy.

65. CASH4GOLD has retained the undersigned law firm to represent it in this matter and has agreed to pay a reasonable fee for its services.

66. All conditions precedent to the bringing of this action have occurred, been waived, or otherwise been satisfied.

**COUNT I- DEFAMATION BY DEFENDANT MICHELLE LIBERIS**

CASH4GOLD realleges the allegations set forth in Paragraphs 1-21 herein.

67. This is an action against Defendant LIBERIS for defamation seeking equitable relief and damages in excess of \$15,000.

68. Defendant LIBERIS made and published the false and defamatory Statements on more than one occasion of and concerning CASH4GOLD over the internet to third parties all over the world, with the knowledge that the Statements were false, with reckless disregard for the truth of the Statements, and with actual malice and the intent to injure CASH4GOLD's reputation.

69. As a direct and proximate result of the publication of the Statements by the Defendant LIBERIS, CASH4GOLD has suffered substantial damages, including but not limited to pecuniary loss and injury to reputation.

70. Moreover, because the Statements impute conduct, characteristics or a condition incompatible with the proper exercise of CASH4GOLD's lawful business, they are libelous and defamatory *per se* and CASH4GOLD is presumed to have been damaged by the Statements.

**WHEREFORE**, the Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC, a Florida limited liability company demands judgment against Defendant MICHELE M. LIBERIS for damages, costs, interest, and such other and further relief as the Court deems appropriate.

**COUNT II – DEFAMATION *PER SE* OF BUSINESS REPUTATION  
BY CONSUMERIST.COM**

CASH4GOLD realleges the allegations set forth above in Paragraphs 1-66 herein

71. This is an action against Defendant CONSUMERIST, for defamation *per se* seeking injunctive relief and damages in excess of \$15,000.00

72. The CONSUMERIST has created, developed and published various false and defamatory Statements on more than one occasion of and concerning CASH4GOLD over the internet to third parties all over the world.

73. The Defendant, CONSUMERIST, published these Statements with the knowledge that the Statements were false, with reckless disregard for the truth of the Statements, and with actual malice and the intent to injure CASH4GOLD's reputation.

74. As a direct and proximate result of the publication of the Statements by Defendant CONSUMERIST, Plaintiff CASH4GOLD has suffered substantial damages, including but not limited to pecuniary loss and substantial injury to its reputation.

75. Moreover because the Statements impute conduct, characteristics or a condition incompatible with the proper exercise of CASH4GOLD's lawful business, the Statements are libelous and defamatory *per se*; accordingly pursuant to Florida law, CASH4GOLD is presumed to have been damaged by these Statements.

WHEREFORE, Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC, demands judgment against the Defendant CONSUMER MEDIA, LLC, for damages, costs, interest, injunctive relief, reasonable attorney's fees associated with the filing of this action, and for such other and further relief as this court deems just and proper.

**COUNT III DEFAMATION *PER SE* OF BUSINESS REPUTATION  
BY COMPLAINTSBOARD.COM**

CASH4GOLD realleges the allegations set forth above in Paragraphs 1-66 herein.

76. This is an action against the Defendant COMPLAINTSBOARD for defamation *per se* seeking injunctive relief and damages in excess of \$15,000.00

77. The Defendant, COMPLAINTSBOARD, created, developed and published various false and defamatory Statements on more than one occasion of and concerning CASH4GOLD over the internet to third parties all over the world.

78. Moreover, COMPLAINTSBOARD published these Statements with the knowledge that the Statements were false, with reckless disregard for the truth of the Statements, and with actual malice and the intent to injure CASH4GOLD's reputation.

79. As a direct and proximate result of the publication of the Statements by COMPLAINTSBOARD, the Plaintiff, CASH4GOLD, has suffered substantial damages, including but not limited to pecuniary loss and injury to its reputation.

80. The Statements impute conduct, characteristics or a condition incompatible with the proper exercise of CASH4GOLD's lawful business, the Statements are libelous and defamatory *per se*; accordingly pursuant to Florida law, CASH4GOLD is presumed to have been damaged by these Statements.

WHEREFORE, Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC, demands judgment against the Defendant ELIZABETH ARDEN d/b/a COMPLAINTSBOARD, for damages, costs, interest, injunctive relief, reasonable attorney's fees associated with the filing of this action, and for such other and further relief as this court deems just and proper.

**COUNT IV- INJUNCTIVE RELIEF AS TO CONSUMERIST**

CASH4GOLD realleges the allegations set forth above in Paragraphs 1-66 herein

81. This is an action against the Defendant CONSUMERIST for the creation and publication of defamatory Statements and requiring immediate injunctive relief.

82. Defendant CONSUMERIST developed and published the false and defamatory Statements on more than one occasion of and concerning CASH4GOLD over the internet to third parties all over the world, with the knowledge that the Statements were false, with reckless disregard for the truth of the Statements, and with actual malice and the intent to injure CASH4GOLD's reputation.

83. Specifically, numerous potential clients call in daily and refer to the posting on the internet and, CASH4GOLD has lost hundreds of potential customers thus far and continues to lose customers daily resulting from the publication of these Statements.

84. As a direct and proximate result of the publication of the Defamatory Statements Plaintiff CASH4GOLD has been damaged.

85. Plaintiff CASH4GOLD has a substantial likelihood of success on the merits of its claims against Defendant CONSUMERIST.

86. In the event that CONSUMERIST is not enjoined, CASH4GOLD will continue to suffer irreparable harm.

87. Plaintiff CASH4GOLD lacks adequate legal remedy, as damages are not as full and expeditious as the remedy of injunctive relief.

88. Issuance of injunctive relief is in the public interest because the Statements are defamatory *per se*, as they impute conduct, characteristics or a condition incompatible with the proper exercise of CASH4GOLD's lawful business, while preserving the reputation of CASH4GOLD, preventing the Defendant CONSUMERIST from making further defamatory Statements regarding the legitimate business interest of the Plaintiff CASH4GOLD.

WHEREFORE, Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC respectfully requests this court:

- a. award injunctive relief requiring CONSUMER MEDIA, LLC to:
  - i. immediately remove any and all defamatory Statements regarding CASH4GOLD from their website;



ii. immediately cease and desist from any further use of the Defamatory Statements regarding CASH4GOLD;

b. award CASH4GOLD reasonable attorneys' fees and costs; and  
for such other and further relief as this Court deems just and proper

**COUNT V- INJUNCTIVE RELIEF AS TO COMPLAINTSBOARD**

CASH4GOLD realleges the allegations set forth above in Paragraphs 1-66 herein

89. This is an action against the Defendant COMPLAINTSBOARD for the creation and publication of defamatory Statements and requiring immediate injunctive relief.

90. Defendant COMPLAINTSBOARD developed and published the false and defamatory Statements on more than one occasion of and concerning CASH4GOLD over the internet to third parties all over the world, with the knowledge that the Statements were false, with reckless disregard for the truth of the Statements, and with actual malice and the intent to injure CASH4GOLD's reputation.

91. Specifically, numerous potential clients call in daily and refer to the posting on the internet and, CASH4GOLD has lost hundreds of potential customers thus far and continues to lose customers daily resulting from these Statements.

92. As a direct and proximate result of the publication of these Defamatory Statements Plaintiff CASH4GOLD has been damaged.

93. Plaintiff CASH4GOLD has a substantial likelihood of success on the merits of its claims against Defendant COMPLAINTSBOARD.

94. In the event that Defendant COMPLAINTSBOARD is not enjoined, CASH4GOLD will continue to suffer irreparable harm.

95. Plaintiff CASH4GOLD lacks adequate legal remedy, as damages are not as full and expeditious as the remedy of injunctive relief.

96. Issuance of injunctive relief is in the public interest because the Statements are defamatory *per se*, as they impute conduct, characteristics or a condition incompatible with the

proper exercise of CASH4GOLD's lawful business, would preserve the reputation of CASH4GOLD, and also preventing the Defendant COMPLAINTSBOARD from making further defamatory Statements regarding the legitimate business interest of the Plaintiff CASH4GOLD.

97. Issuance of injunctive relief would be in accordance with the Defendant COMPLAINTSBOARDS' own policy as clearly stated in their "Privacy Policy" which states that:

*ComplaintsBoard.com does not knowingly allow incorrect or factually incorrect information to remain posted. If ComplaintsBoard.com is instructed to remove and delete a posted message by a court, then the message will be removed and deleted.*

*Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, racist, indecent or unlawful material or information.*

As previously stated, COMPLAINTSBOARD has been duly notified of the Court Order and has willfully refused to abide by both this Court's Order and their own policy.

WHEREFORE, Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC respectfully requests this court:

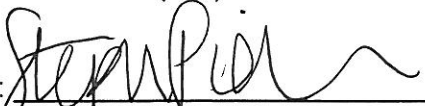
- c. award injunctive relief requiring ELIZABETH ARDEN d/b/a COMPLAINTSBOARD. to:
  - i. immediately remove any and all defamatory Statements regarding CASH4GOLD from their website;
  - ii. immediately cease and desist from any further use of the Defamatory Statements regarding CASH4GOLD;
- d. award CASH4GOLD reasonable attorneys' fees and costs; and
- e. for such other and further relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished US Mail  
this 5<sup>th</sup> day of August, 2009 to: [REDACTED]

[REDACTED]

SALPETER GITKIN, LLP  
*Attorneys for Plaintiff*  
Museum Plaza - Suite 503  
200 S. Andrews Avenue  
Ft. Lauderdale, FL 33301  
Telephone: (954) 467-8622  
Facsimile: (954) 467-8623

By:   
\_\_\_\_\_  
JAMES P. GITKIN, ESQ.  
Fla. Bar No. 570001  
STEPHANIE PIDERMANN, ESQ.  
Fla. Bar No.: 0060414