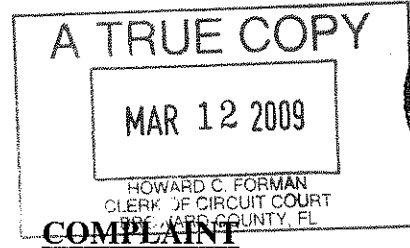


IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.

09014536

GREEN BULLION FINANCIAL SERVICES, )  
LLC, a Florida limited liability company, )  
Plaintiff, )  
v. )  
MICHELE M. LIBERIS, an individual, )  
Defendant. )



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Plaintiff Green Bullion Financial Services, LLC, a Florida limited liability company, d/b/a Cash4Gold hereby files this Complaint against Defendant Michele M. Liberis, an individual, and states:

**I. JURISDICTION AND PARTIES**

1. This is an action for damages in excess of the jurisdictional minimum of this Court, exclusive of attorneys' fees and costs, based on the intentional publication of false statements about Plaintiff to various third parties by Defendant.

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 Michele M. Liberis ("Liberis") is an individual residing in Pompano Beach, Broward County, Florida, and is subject to the jurisdiction of this Court.

4. Venue is proper pursuant to Chapter 47, *Florida Statutes*, because the cause of action arose and accrued in this judicial district, where Plaintiff Cash4Gold transacts business, where publication of the defamatory statements at issue took place, and where Cash4Gold

suffered damages from Defendant's tortious conduct as a result of the publication of the false and defamatory statements in this judicial district, throughout Florida, and throughout the world.

## **II. GENERAL ALLEGATIONS**

### **A. THE COMPANY**

5. 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).

6. Customers visiting the Cash4Gold Website fill out an online form and request a "Refiner's Return Kit" to be sent to their mailing address. Upon the receipt of the Refiner's Return Kit, the customer can deposit their unwanted gold, silver, or platinum into the Refiner's Return Kit and send it to Cash4Gold's headquarters in Florida.

7. After receiving the customer's material, Cash4Gold employees evaluate the material and determine 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.

8. Once this analysis is completed, Cash4Gold provides payment to the customer by either sending a check or, if the customer selects the Fast Cash option, by depositing the payment

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.

**B. DEFENDANT'S ACTUAL MALICE DIRECTED AT PLAINTIFF**

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

10. 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 written warning and verbal reprimands and counseling.

11. 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 Cash4Gold be sorry for firing her.*"

12. 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.*"

**C. THE FALSE STATEMENTS OF AND CONCERNING PLAINTIFF**

13. 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 statements 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 statements 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 days,['] 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 your 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 that week. IF sales are good, there is no fee, when we are slow, you must pay."*

14. 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.

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

16. Defendant intended to injure and has injured Cash4Gold's reputation by publishing these Statements.

17. 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.

18. 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.

19. The false and defamatory Statements are not privileged and Cash4Gold did not consent to the publication or dissemination of the Statements

20. Cash4Gold has retained the undersigned law firm to represent it in this matter and has agreed to pay a reasonable fee for its services.

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

### **III. COUNT ONE – DEFAMATION**

22. Cash4Gold realleges the allegations set forth above in Paragraphs 1-21 herein.

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

24. Defendant 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.

25. As a direct and proximate result of the publication of the Statements by the Defendant, Cash4Gold has suffered substantial damages, including but not limited to pecuniary loss and injury to reputation.

26. 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**, 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.

Dated March 12, 2009.

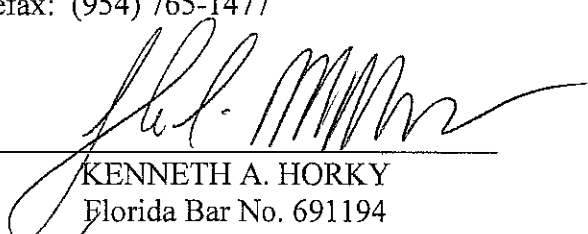
Respectfully submitted,

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