

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

CASE NO. 09-014536 (09)

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

Plaintiff,

v.

MICHELE M. LIBERIS,
individually,

Defendant.

ORDER ON PLAINTIFF'S VERIFIED MOTION
FOR TEMPORARY INJUNCTION AND
MOTION FOR DEFAULT FINAL JUDGMENT AS TO LIABILITY

This action having come unto consideration on Plaintiff's Motion Temporary Injunction, and Motion for Default Final Judgment as to Liability, the Court having considered the record and being otherwise advised in the premises, it is hereupon,

IT IS ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion for Temporary Injunction against Defendant MICHELE M. LIBERIS is hereby GRANTED. Defendant MICHELE M. LIBERIS ("LIBERIS") is enjoined from publishing through the internet, any confidential, proprietary, or defamatory statements regarding the legitimate business interest of Plaintiff GREEN BULLION FINANCIAL SERVICES (hereinafter referred to as "CASH4GOLD"). Defendant LIBERIS is further ordered to remove any and all postings on the internet regarding CASH4GOLD on or before 6-26-09.

Further, this Court makes the following Factual findings:

Temporary Injunction

2. Plaintiff CASH4GOLD has been damaged through the actions of Defendant LIBERIS, specifically CASH4GOLD has lost hundreds of potential clients, and continues to lose

more clients daily, due to the publication of confidential and proprietary information, coupled with defamatory statements regarding the reputation and business interests of Plaintiff CASH4GOLD.

3. Under Fla. R. Civ. P. 1.610(a)(2)(c), which governs Temporary Injunctions in pertinent part states: *Every injunction shall specify the reasons for entry, shall describe in reasonable detail the act or acts restrained without reference to a pleading or another document, and shall be binding on the parties to the action, their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them who receive actual notice of the injunction*".

4. In or about June 2008, the Plaintiff CASH4GOLD and Defendant LIBERIS entered into an Employment relationship wherein Defendant LIBERIS was exposed to among other things confidential and proprietary information regarding CASH4GOLD.

5. On or about October 2008, the Defendant was terminated for cause, and sometime thereafter specifically stated to a co-worker that she was going to "make CASH4GOLD sorry for firing her".

6. As a Customer Service Representative Defendant LIBERIS was exposed to: (1) valuable confidential business information, (2) customer goodwill associated with (a) ongoing business by way of trade name; (b) specific geographic location; and (c) specific marketing and trade area; and (d) extraordinary training.

7. Thereafter, Defendant LIBERIS published and continues to publish on the internet to millions of third parties the confidential information, which was gained through her employment at CASH4GOLD. The publication of this confidential and proprietary information coupled with the false/defamatory statements, regarding the legitimate business interest of Plaintiff CASH4GOLD, has significantly damaged Plaintiff CASH4GOLD's reputation.

8. Specifically Defendant LIBERIS stated and continues to state on the internet numerous Statements including but not limited to:

"I have attached the full details o the scam involving this company (CASH4GOLD). We know firsthand because this is how we were trained..."

"We receive your 'Refiner Pack' within 3-4 days but are instructed to tell you it takes 7-10 days for us to receive your pack, although your package has already arrived"

"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."

9. The damage Plaintiff CASH4GOLD has sustained thus far and continues to sustain daily is irreparable, and the Defendant LIBERIS must be enjoined immediately to prevent any future injury to CASH4GOLD's reputation and business interest.

10. In order to obtain a temporary injunction, a moving party must prove that (1) it will suffer irreparable harm unless the status quo is maintained; (2) that it has no adequate remedy at law; (3) that it has a substantial likelihood of success on the merits; and (4) that the temporary injunction will serve the public interest. See *Aerospace Welding, Inc., v. Southstream Exhaust & Welding, Inc.* 824 So.2d 226, 227 (Fla. 4th DCA 2002).

11. Accordingly, Defendant LIBERIS should be enjoined from publishing any more confidential, proprietary information, and any defamatory information on the internet, since Plaintiff CASH4GOLD lacks adequate legal remedy, as damages are not as full and expeditious as the remedy of injunctive relief.

12. The subject Injunction has been entered without notice to the Defendant, in order to prevent LIBERIS from damaging the Plaintiff CASH4GOLD further, through the posting of additional confidential, proprietary, and false information regarding the Plaintiff CASH4GOLD.

Default Final Judgment as to Liability

13. On March 12, 2009, the Defendant LIBERIS was served with the Summons and Complaint for Defamation.

14. On or about April 14, 2009, a Clerk's Default was entered against the Defendant for failure to serve any paper as required by law.

15. To the date of filing this Motion, the Defendant LIBERIS has failed to serve any paper regarding this matter, as required by law.

Plaintiff is to post a \$1,000.00 bond.

IT IS **ORDERED AND ADJUDGED** that the Plaintiff, GREEN BULLION FINANCIAL SERVICES, is entitled to a Default Final Judgment as to Liability against Defendant, MICHELLE M. LIBERIS, in an amount to be determined at a Trial as to Damages only, in Fort Lauderdale, Broward County, Florida on this 25 day of June, 2009.

Andrew J. Suddins
CIRCUIT COURT JUDGE

TRUE COPY

Copies Furnished:

Eric T. Salpeter, Esq., Museum Plaza – Suite 503, 200 S. Andrews Ave., Ft. Lauderdale, FL 33301.

