

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO. 09-014655 (14)

GREEN BULLION FINANCIAL  
SERVICES, a Florida limited liability  
company,

Plaintiff,

vs.

VIELKA E. NEPHEW, an individual,  
CONSUMER MEDIA, LLC d/b/a  
CONSUMERIST.COM, ELIZABETH  
ARDEN d/b/a COMPLAINTSBOARD.COM

Defendant.

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CIRCUIT CIVIL-5  
CLERK OF CIRCUIT COURT  
BROWARD COUNTY, FLORIDA

**DEFENDANT VIELKA A. NEPHEW'S MOTION  
TO DISSOLVE TEMPORARY INJUNCTION**

Defendant, Vielka A. Nephew ("Nephew"), pursuant to Rule 1.610(b), Florida Rules of Civil Procedure, respectfully requests an Order dissolving the Temporary Injunction entered by this Court on June 24, 2009, and states:

**Background**

1. On or about March 12, 2009, Plaintiff, Green Bullion Financial Services ("Plaintiff") filed its Complaint, purporting to assert causes of action relating to Nephew's alleged breach of an employment agreement. In short, Plaintiff seeks damages and injunctive relief against Nephew, an ex-employee of Plaintiff, for allegedly publishing certain statements on

the internet about Plaintiff's business which, according to Plaintiff, breached Nephew's employment agreement and constituted defamation.<sup>1</sup>

2. On June 11, 2009, Plaintiff filed its Verified Motion for Temporary Injunction (the "Injunction Motion"), a true and correct copy of which is attached hereto as Exhibit "A." In its Injunction Motion, Plaintiff stated that, shortly after her termination from Plaintiff's employ, Nephew began publishing statements on the internet questioning some of Plaintiff's business practices and certain representations that Plaintiff made to the consuming public. Plaintiff contended that these statements breached the parties' Separation Agreement, and were so severe as to justify this Court's restraining Nephew's exercise of her First Amendments rights.

3. By Order dated June 24, 2006, this Court entered a Temporary Injunction against Nephew (the "Temporary Injunction"), a true and correct copy of which is attached hereto as Exhibit "B." The Temporary Injunction, which was entered without notice to Nephew, enjoined Nephew "from publishing through the internet, any confidential, proprietary, or defamatory statements regarding the legitimate business interest of Plaintiff..." (Injunction Order, ¶ 1.) The Temporary Injunction further required Nephew "to remove any and all postings on the internet regarding [Plaintiff] on or before June 25, 2009." (*Id.*)

4. For the reasons more fully set forth below, the Temporary Injunction should be dissolved.

## MEMORANDUM OF LAW

### I. The Injunction Was Improperly Entered Without Notice to Nephew

At the outset, the Temporary Injunction should be dissolved because it was entered in violation of Florida Rule of Civil Procedure 1.610(a)(1)(B). That section provides, in pertinent

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<sup>1</sup> On August 5, 2009, Plaintiff filed its Amended Complaint. While the Amended Complaint added two additional defendants, the causes of action against Nephew did not change.

part: “A temporary injunction may be granted without written or oral notice to the adverse party only if: . . . the movant’s attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required.” *Id.* (emphasis added).

The Temporary Injunction was entered without notice to Nephew. A review of the Injunction Motion plainly reveals that Plaintiff’s attorney failed to certify any efforts made to give Nephew notice, and Plaintiff’s attorney failed to certify why notice should not have been required. As a result of this fundamental dereliction, the Temporary Injunction should be dissolved. *See, e.g., Vargas v. Vargas*, 816 So. 2d 238, 238 (Fla. 2d DCA 2002) (finding that temporary injunction was improperly entered because motion “did not detail any efforts made to give notice or state why notice should not be required”).

## **II. The Temporary Injunction Is Unconstitutional**

The Temporary Injunction should also be dissolved because it is unconstitutional. In granting Plaintiff’s request for the Temporary Injunction, this Court prohibited Nephew from publishing any alleged defamatory statements regarding Plaintiff’s business, and required Nephew to remove any and all postings on the internet that related to Plaintiff. It is well-settled that an injunction of this nature represents an unconstitutional prior restraint. *See, e.g., Near v. Minnesota*, 283 U.S. 697, 707-722 (1931). Indeed, as recognized in *Zimmerman v. D.C.A. at Welleby, Inc.*, 505 So. 2d 1371, 1374 (Fla. 4th DCA 1987):

There can be no question of the preeminence that the courts have appropriately given to first amendment rights. Encroachments on the freedom to speak one's mind are seldom tolerated and are narrowly confined. This is particularly true when injunctive relief constituting prior restraint on some form of communication is involved. In such cases the restraint is said to bear a heavy presumption of invalidity, even though the communication in issue may be false.

*Id.* See also *Gardner v. Bradenton Herald, Inc.*, 413 So. 2d 10, 11 (Fla. 1982) (“Prior restraints have always been accorded the most exacting judicial scrutiny.”); *Town of Lantana v. Pelczynski*, 290 So. 2d 566, 569 (Fla. 4th DCA 1974) (“prior restraint[s] on freedom of speech [have] been generally condemned by the Supreme Court of the United States”); *Times Publishing Co. v. State*, 632 So. 2d 1072, 1074 (Fla. 4th DCA 1994) (“Orders of prior restraint on publication come to the reviewing court with a heavy presumption against their constitutionality.”).

Plaintiff’s allegations of defamation do not mitigate the unconstitutionality of the Temporary Injunction. For example, as stated by one Florida court:

Finally, we address and readily dispose of the frivolous claim for injunctive relief in Count II of the complaint, i.e., the request that appellant be enjoined from writing or otherwise making further defamatory statements about appellee. It is a well established rule that equity will not enjoin either an actual or threatened defamation.

*Demby v. English*, 667 So. 2d 350, 355 (Fla. 1st DCA 1996) (emphasis supplied). Similarly, in *Weiss v. Weiss*, 5 So. 3d 758, 760 (Fla. 5th DCA 2009), the court stated:

In the absence of some other ground for invoking equitable jurisdiction, equity will not enjoin either an actual or threatened defamation. In fact, most prior restraints on an individual’s constitutional right of free expression are presumptively unconstitutional. Because injunctive relief is generally unavailable, a complainant is typically left to his or her remedy at law.

*Id.* (emphasis supplied).

Prior restrains are unconstitutional regardless of whether the speech at issue is true or false. See, e.g., *Zimmerman*, 505 So. 2d at 1374 (Fla. 4th DCA 1987) (“Truth or falsity of the expression sought to be enjoined is not in issue. The constitutional protection does not turn upon the truth, popularity, or social utility of the ideas and beliefs that are offered.”) (internal quotation marks omitted); *Town of Lantana*, 290 So. 2d at 569 (Fla. 4th DCA 1974) (“Freedom from prior restraint upon speech and press extends to false, as well as true statements.”).

In light of this well-established authority, the Temporary Injunction entered against Nephew was unconstitutional, in error and should be dissolved.

**III. Conclusion**

For all of the foregoing reasons, Defendant, Michele M. Nephew, respectfully requests that this Court enter an order dissolving the Temporary Injunction dated June 24, 2009, and granting such other relief as is just and proper.

**GRAYROBINSON, P.A.**

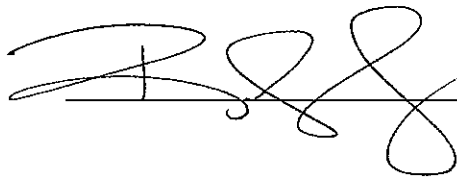
*Attorneys for Vielka A. Nephew*  
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By: 

Steven A. Lessne, Esq.  
Florida Bar No. 107514  
Ronald J. Tomassi, Jr., Esq.  
Florida Bar No. 029751

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via fax and U.S. Mail this 23<sup>rd</sup> day of December, 2009 upon James P. Gitkin, Esq., Salpeter Gitkin, LLP, 200 S. Andrews Avenue, Ft. Lauderdale, FL 33301, (facsimile 954-467-8623); G. Ware Cornell, Jr., Esq., Cornell and Associates, P.A., 1792 Bell Tower Lane, Weston, Florida 33326 (954-524-2706), and Eli Kaplan, Esq., Kaplan and Miller, P.A., 999 Ponce de Leon Boulevard, Suite 555, Coral Gables, Florida 33134 (305-445-5930).



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

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

Plaintiff,

CASE NO. 09-014655 (14)

v.  
VIELKA E. NEPHEW,  
individually,

Defendant.

**PLAINTIFF GREEN BULLION FINANCIAL SERVICES LLC'S  
VERIFIED MOTION FOR TEMPORARY INJUNCTION  
AND  
MOTION FOR DEFAULT FINAL JUDGMENT AS TO LIABILITY**

Plaintiff GREEN BULLION FINANCIAL SERVICES, LLC, (hereinafter referred to as "CASH4GOLD"), by and through its undersigned counsel and hereby files this Motion for Temporary Injunction and Motion for Default Final Judgment as to Liability against the Defendant VIELKA E. NEPHEW (hereinafter referred to as "NEPHEW") and as grounds, states as follows:

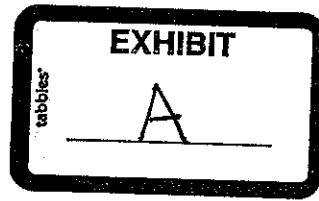
**I. BACKGROUND**

1. This matter arises out of the need for injunctive relief resulting from intentional publication of false statements about Plaintiff, CASH4GOLD to various third parties and the breach of two separate contracts between Plaintiff, CASH4GOLD and Defendant NEPHEW. A true and correct copy of the Complaint is attached hereto and incorporated herein as "Exhibit A".

2. Plaintiff CASH4GOLD hired Defendant NEPHEW as a Customer Service Representative on or about May 29, 2008.

3. On or about November 6, 2008, Defendant NEPHEW entered into an Agreement in consideration of continued employment with CASH4GOLD. A true and correct copy of the Agreement is attached to the Complaint as Exhibit A.

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HARVEY RUYIN  
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BROWARD COUNTY, FLORIDA  
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4. The Agreement provides for among other things the protection of CASH4GOLD's proprietary and confidential business information.

5. On December 16, 2008, Defendant NEPHEW was terminated for cause.

6. Thereafter, on or about December 16, 2008, CASH4GOLD and NEPHEW in consideration of the promise and payment of severance allowance entered into a Separation and Agreement and General Release. A true and correct copy of the Separation Agreement is attached to the Complaint, See Exhibit A.

7. The Separation Agreement provided for among other things continued compliance with the Confidentiality Agreement regarding the proprietary and confidential business information acquired through the employment relationship between the parties.

8. The contractually specified restrictive covenant within the Agreement and Separation Agreement is reasonably necessary to protect the legitimate business interest which include but are not limited 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.

9. During the time that Defendant NEPHEW was employed by CASH4GOLD, Plaintiff exposed NEPHEW to extremely confidential and valuable business information including but not limited to: (1) past, present, and repeat customer database; (2) pricing procedures; (3) knowledge of past, future, business plans for CASH4GOLD; (4) sales methods and techniques; and (5) specific involvement with selection and vetting of strategies for customer service representatives.

10. Furthermore, the confidentiality provisions of the Agreement and Separation Agreement were executed by the Defendant NEPHEW, to preserve the value of CASH4GOLD's significant investment in all of confidential information, business relationships, and training processes.

11. In or about 2009, Defendant NEPHEW breached the Agreement and Separation Agreement by disclosing CASH4GOLD's confidential and proprietary information to a third party.

12. Upon information and belief the Defendant NEPHEW joined another former employee of CASH4GOLD, to publish a blog on the internet, which included numerous false and defamatory statements, intending to injure the reputation of CASH4GOLD. Attached hereto is a copy of such internet posting as "Exhibit B".

## II. **INJUNCTIVE RELIEF RESULTING FROM BREACH OF AGREEMENT**

13. "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. 4<sup>th</sup> DCA 2002).

14. CASH4GOLD and Defendant NEPHEW entered into the Agreement, which is valid, existing and enforceable.

15. Thereafter Defendant NEPHEW breached the Agreement, by disclosing **confidential, proprietary, and defamatory** information to hundreds and thousands of people by publishing confidential and defamatory statements over the internet.

16. Specifically Defendant NEPHEW 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."*

17. As a direct and proximate result of Defendant NEPHEW's breach CASH4GOLD has been severely damaged.

18. Specifically, several 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.

19. Furthermore, the Agreement provides that in the event of a breach, CASH4GOLD "shall have the right to an injunction enjoying such breach".

20. Plaintiff CASH4GOLD has a substantial likelihood of success on the merits of its claims against Defendant NEPHEW. Moreover, the Plaintiff, is entitled to a Default Final Judgment as to Liability in this matter, since a Clerk's Default was entered on April 14, 2009.

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

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

23. Issuance of injunctive relief is in the public interest because the Court would enforce the sanctity of contracts, while preserving the confidential information generated by CASH4GOLD, not to mention preventing the Defendant NEPHEW from making further defamatory statements regarding the legitimate business interest of the Plaintiff CASH4GOLD.

### **III. INJUNCTIVE RELIEF FROM BREACH OF SEPARATION AGREEMENT.**

24. Florida Rules of Civil Procedure, R. 1.610 states in pertinent part that, *A temporary injunction may be granted without written or oral notice to the adverse party only if: (A) it appears from the specific facts shown by affidavit or verified pleading that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and (B) the movant's attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required.*

25. CASH4GOLD and Defendant NEPHEW entered into the Separation Agreement, which is valid, existing and enforceable.

26. Thereafter Defendant NEPHEW breached the Separation Agreement, by disclosing confidential and proprietary information to a 3<sup>rd</sup> party.

27. Moreover, Defendant NEPHEW published over the internet to potentially thousands if not millions of third parties, false and misleading statements which are defamatory in nature, which have affected the business relations of CASH4GOLD. See "Exhibit B".

28. As a direct and proximate result of Defendant NEPHEW's breach CASH4GOLD has been damaged.

29. Plaintiff CASH4GOLD has a substantial likelihood of success on the merits of its claims against Defendant NEPHEW. Moreover, the Plaintiff, is entitled to a Default Final Judgment as to Liability in this matter, since a Clerk's Default was entered on April 14, 2009.

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

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

32. Issuance of injunctive relief is in the public interest because the Court would enforce the sanctity of contracts, while preserving the confidential information generated by CASH4GOLD.

#### ***IV. DEFAULT FINAL JUDGMENT AS TO LIABILITY.***

33. On March 12, 2009, Defendant NEPHEW was served with the Summons and Complaint for Breach of Agreement. A true and correct copy of the return of service is attached here to as "Exhibit C".

34. The Defendant NEPHEW failed to serve any paper regarding this matter, as required by law.


35. Accordingly, on April 14, 2009, a Clerk's Default was entered in the above styled action, for failure to file or serve any papers in this action in respond to the Complaint. A true and correct copy of the docket "Exhibit D".

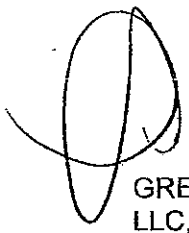
36. Accordingly, Florida Rules of Civil Procedure entitles the Plaintiff CASH4GOLD is to a Default Final Judgment as to Liability resulting from the Defendant NEPHEW'S failure to serve any paper within the time prescribed by law, and hereby requests that this Honorable Court enter this Injunction Order that's attached hereto as "Exhibit E" and schedule a one hour trial as to Damages only.

WHEREFORE, the Plaintiff GREEN BULLION FINANCIAL SERICES, LLC, respectfully requests this Court enter an Order against Defendant VIELKA NEPHEW for immediate injunctive relief, requiring Defendant to refrain from further damaging Plaintiff, and further respectfully request this Court enter a Default Final Judgment as to Liability against Defendant MICHELLE M. NEPHEW, and set this matter for a Trial as to Damages only, and for any other and further relief this Court deems just and proper.

June 11, 2009

Respectfully submitted,  
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*Attorneys for Plaintiff*  
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Ft. Lauderdale, FL 33301  
Telephone: (954) 467-8622  
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By:   
ERIC T. SALPETER, ESQ.  
Fla. Bar No.: 178209  
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Fla. Bar No.: 0060414



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

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

Plaintiff,

CASE NO. 09-014655 (14)

v.  
VIELKA E. NEPHEW,  
individually,

Defendant.

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2009 JUN 24 AM 8:51  
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CLERK OF CIRCUIT COURT  
BROWARD COUNTY, FLORIDA

**ORDER ON PLAINTIFF'S VERIFIED MOTION  
FOR 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,

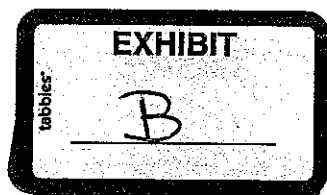
**IT IS ORDERED AND ADJUDGED** as follows:

1. Plaintiff's Motion for Temporary Injunction against Defendant VIELKA E. NEPHEW is hereby GRANTED. Defendant VIELKA E. NEPHEW ("NEPHEW") 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 NEPHEW is further ordered to remove any and all postings on the internet regarding CASH4GOLD on or before Thursday, June 25, 2009

Further, this Court makes the following Factual findings:

***Temporary Injunction***

2. Plaintiff CASH4GOLD has been damaged through the actions of Defendant NEPHEW, 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 legitimate business interests of Plaintiff CASH4GOLD.

3. Under Fla.R.Civ.P. Rule 1.610(a)(2)(c), it clearly states that, *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 November 2008, the Plaintiff CASH4GOLD and Defendant NEPHEW entered into an Agreement, to among other things protect the confidential and proprietary information gained by the Defendant while working at CASH4GOLD. (See ¶ 20 of Complaint)

5. On or about December 2008, the Defendant was terminated for cause, and the parties entered into a Separation Agreement and General Release which provided for the continued compliance with the non-disclosure of confidential and proprietary information gained through the employment relationship.

6. The contractually specified restrictive covenant within the Agreement and Separation Agreement is reasonably necessary to protect the legitimate business interest of CASH4GOLD which include but are not limited 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. The Agreement and Separation Agreement provides that "in the event of a breach, CASH4GOLD shall have the right to an injunction enjoining such breach". (See ¶ 37 of the Complaint, and "Exhibit A" attached to the Complaint).

8. The Defendant NEPHEW published and continues to publish on the internet to millions of third parties the confidential information, which was the subject of the Agreements.

The publication of this confidential and proprietary information coupled with the false statements, regarding the legitimate business interest of Plaintiff CASH4GOLD, has significantly damaged the Plaintiff CASH4GOLD's reputation.

9. Specifically Defendant NEPHEW 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."*

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

11. 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. 4<sup>th</sup> DCA 2002).

12. Accordingly, the Defendant NEPHEW should be enjoined from publishing any more confidential, proprietary information, and any false 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.

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

**Default Final Judgment as to Liability**

14. On March 12, 2009, the Defendant NEPHEW was served with the Summons and Complaint for among other things Breach of Agreement. (See Exhibit A to the Complaint).

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

16. To the date of filing this Motion, the Defendant NEPHEW has failed to respond to the Complaint. *\* II to post \$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, VIELKA E. NEPHEW, in an amount to be determined at a Trial as to Damages only, in Fort Lauderdale, Broward County, Florida on this 24 day of June, 2009.

  
\_\_\_\_\_  
CIRCUIT COURT JUDGE

**Copies Furnished:**

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

Vielka E. Nephew, 251 N.W. 90<sup>th</sup> Ave., Coral Springs, FL 33071.