

IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

JEFF GREENE, )  
)  
Plaintiff, )  
)  
v. )  
)  
TIMES PUBLISHING COMPANY, d/b/a )  
*St. Petersburg Times*, KRIS HUNDLEY, )  
CARYN BAIRD, ADAM C. SMITH, )  
JOHN OR JANE DOES 1-6, )  
MIAMI HERALD MEDIA COMPANY, )  
d/b/a *The Miami Herald*, and )  
JOHN OR JANE DOES 7-12, )  
)  
Defendants. )

CIRCUIT CIVIL DIVISION  
CASE NO: 10-47749CA32

**THE ORIGINAL FILED**  
**ON SEP 01 2010**  
**IN THE OFFICE OF**  
CIRCUIT COURT DADE CO  
CIVIL DIVISION

**COMPLAINT FOR LIBEL**

COMES NOW Plaintiff, Jeff Greene, and respectfully states his Complaint for Libel against Defendants, Times Publishing Company d/b/a *St. Petersburg Times*, Kris Hundley, Caryn Baird, Adam C. Smith, John or Jane Does 1-6, Miami Herald Media Company d/b/a *The Miami Herald* and John or Jane Does 7-12, as follows:

**PRELIMINARY STATEMENT**

1.

This Complaint for Libel arises from the simultaneous publication of a series of false and defamatory articles of and concerning Jeff Greene by the *St. Petersburg Times* and *The Miami Herald*. The articles were published in print and online pursuant to a coordinated and agreed upon plan to assassinate Greene's character, to diminish his chances of winning the State of Florida 2010 Democratic Party nomination for the United States Senate, and to impair the future

earning capacity of an extremely successful businessman. Defendants not only published the articles with the goal of destroying the personal, business and political reputation of Greene, Defendants also urged that Greene be criminally investigated by the FBI in connection with serious crimes. In advancing their predetermined storylines about Greene, Defendants abandoned journalistic integrity and ignored the fundamental canons of journalistic conduct while wholeheartedly embracing the publication of false and defamatory articles about Greene with Constitutional actual malice. As a result, Defendants crossed the threshold from speech protected by the First Amendment to enter the arena of actionable libel for which they must be held legally accountable.

2.

While Plaintiff recognizes the importance of the role of the media in reporting on public figures and political campaigns, Defendants and other members of the media are not granted an unfettered right or privilege under the First Amendment to defame public figures and political candidates by publishing false statements with actual malice. Defendants and other members of the media cannot be allowed to intentionally alter or influence the outcome of political elections by being allowed to make serious accusations of misconduct against a candidate in articles that are knowingly based on false information. Here, Defendants had actual knowledge of facts prior to publication that disproved their false accusations but nonetheless proceeded to publication in an intentional effort to harm Greene and his campaign as set forth herein.

### **THE PARTIES**

3.

Plaintiff Jeff Greene (“Greene”) is a citizen and resident of Palm Beach County, State of Florida.

4.

Greene is an extremely successful businessman who was a viable candidate for the Florida 2010 Democratic Party nomination for the United States Senate.

5.

Defendant Times Publishing Company (the "Times") is a corporation incorporated under the laws of the State of Florida with its principal address at 490 First Avenue South, St. Petersburg, Pinellas County, State of Florida.

6.

The Times owns, publishes, and distributes a newspaper known as the *St. Petersburg Times*. At all times relevant to the incidents described herein, the *St. Petersburg Times* newspaper was published in print and distributed daily to subscribers, retail stores, and newsstands throughout the United States, including in Miami-Dade County, Florida.

7.

At all times relevant to the incidents described herein, the Times also owned, operated, and maintained an Internet website ([www.sptimes.com](http://www.sptimes.com)) on which articles are published on a 24/7 basis. At all times relevant to the incidents described herein, the Times' website published articles electronically throughout the United States, including in Miami-Dade County, Florida.

8.

The Times proclaims itself to be one of the most respectable publications in the nation:

"The *St. Petersburg Times* is not only Florida's biggest and best newspaper, but for the past three decades the locally owned, independent daily has also been ranked among the Top 10 newspapers in the country. Its outstanding journalism has captured prestigious national awards, including eight Pulitzer Prizes and numerous top honors from the most respected institutions that recognize excellence in the field of professional journalism."

(See <http://www.tampabay.com/company/about-us/awards>). The Times and its reporting have gained credibility in the marketplace through the numerous awards and other journalistic honors it touts. (See *id.*) Therefore, when the Times libels a person, the defamatory sting of the Times' defamation is disproportionately strong in terms of its impact on the average reader.

9.

The Times proclaims that its standard is “to get things right the first time” and that it has a company policy whereby it “correct[s] factual errors” in its news reports.

10.

Defendant Miami Herald Media Company (the “Herald”) is a corporation incorporated under the laws of the State of Florida with its principal address at 1 Herald Plaza, Miami, Miami-Dade County, State of Florida.

11.

The Herald owns, publishes, and distributes a newspaper known as *The Miami Herald*. At all times relevant to the incidents described herein, *The Miami Herald* newspaper was published in print and distributed daily to subscribers, retail stores, and newsstands throughout the United States, including in Miami-Dade County, Florida.

12.

At all times relevant to the incidents described herein, the Herald also owned, operated, and maintained an Internet website ([www.miamiherald.com](http://www.miamiherald.com)) on which articles are published on a 24/7 basis. At all times relevant to the incidents described herein, the Herald's website published articles electronically throughout the United States, including in Miami-Dade County, Florida.

13.

The Herald and its reporting have gained credibility in the marketplace through the numerous awards and other journalistic honors it touts. (See [http://www.miamiherald.com/about\\_us/](http://www.miamiherald.com/about_us/).) Therefore, when the Herald libels a person, the defamatory sting of the Herald's defamation is disproportionately strong in terms of its impact on the average reader.

14.

Upon information and belief, the Times and the Herald have an agreement through which they share resources on news stories related to the State of Florida, including coverage of Florida politics. Under this agreement, certain articles authored by Times reporters are simultaneously published in both the Times and the Herald print editions and their online Internet websites with the reporter acting in the capacity of both a Times reporter and a Herald reporter.

15.

Upon information and belief, Defendant Kris Hundley ("Hundley"), is a resident of Pinellas County, State of Florida. At all times relevant to the incidents described herein, Hundley was a writer employed by the Times and the author of a number of the libelous statements described herein.

16.

With respect to the articles set forth herein, Hundley was acting as a writer employed by and/or acting as an agent for both the Times and the Herald and, therefore, Hundley's pre-publication knowledge is imputed to both the Times and the Herald for purposes of this action. All acts and omissions of Hundley complained of herein were done by Hundley in prosecution of the Times' and the Herald's business, in furtherance and within the scope of the Times' and Herald's resource sharing agreement, and within the scope of her employment and/or agency.

17.

Upon information and belief, Defendant Caryn Baird (“Baird”), is a resident of Pinellas County, State of Florida. At all times relevant to the incidents described herein, Baird was a writer employed by the Times and the author of a number of the libelous statements described herein.

18.

With respect to the articles set forth herein, Baird was acting as a writer employed by and/or acting as an agent for both the Times and the Herald and, therefore, Baird’s pre-publication knowledge is imputed to both the Times and the Herald for purposes of this action. All acts and omissions of Baird complained of herein were done by Baird in prosecution of the Times’ and the Herald’s business, in furtherance and within the scope of the Times’ and Herald’s resource sharing agreement, and within the scope of her employment and/or agency.

19.

Upon information and belief, Defendant Adam C. Smith (“Smith”), is a resident of Pinellas County, State of Florida. At all times relevant to the incidents described herein, Smith was a writer employed by the Times and the author of a number of the libelous statements described herein.

20.

With respect to the articles set forth herein, Smith was acting as a writer employed by and/or acting as an agent for both the Times and the Herald and, therefore, Smith’s pre-publication knowledge is imputed to both the Times and the Herald for purposes of this action. All acts and omissions of Smith complained of herein were done by Smith in prosecution of the

Times' and the Herald's business, in furtherance and within the scope of the Times' and Herald's resource sharing agreement, and within the scope of his employment and/or agency.

21.

At all times relevant to the incidents described herein, Defendants John or Jane Does 1 – 6 (collectively, “Times Editors”) were the editors of the Times responsible for editing the libelous articles described herein. At this time, the identities of the Times Editors are not known to Greene, who consequently sues the Times Editors by these fictitious names. Greene will seek leave to amend this Complaint for Libel to state the true names of the fictitiously named defendants when their identities have been ascertained. The Times Editors can thereafter be served with process.

22.

At all times relevant to the incidents described herein, Defendants John or Jane Does 7 – 12 (collectively, “Herald Editors”) were the editors of the Herald responsible for editing the libelous articles described herein. At this time, the identities of the Herald Editors are not known to Greene, who consequently sues the Herald Editors by these fictitious names. Greene will seek leave to amend this Complaint for Libel to state the true names of the fictitiously named defendants when their identities have been ascertained. The Herald Editors can thereafter be served with process.

23.

Greene is informed and believes, and on the basis of such information and belief alleges, that at all times mentioned, Hundley, Baird, Smith, and the Times Editors were each acting as individuals with their own motives and were also acting as the agents and employees of the Times. In committing the acts alleged, Hundley, Baird, Smith, and the Times Editors were each

acting within the course and scope of his or her employment or agency, and all the acts done by Hundley, Baird, Smith and the Times Editors were known to, accepted by, and ratified by, the Times.

24.

Greene is informed and believes, and on the basis of such information and belief alleges, that at all times mentioned, Hundley, Baird, Smith, and the Herald Editors were each acting as individuals with their own motives and were also acting as the agents and employees of the Herald. In committing the acts alleged, Hundley, Baird, Smith, and the Herald Editors were each acting within the course and scope of his or her employment or agency, and all the acts done by Hundley, Baird, Smith and the Herald Editors were known to, accepted by, and ratified by, the Herald.

#### **JURISDICTION AND VENUE**

25.

Defendants are subject to the jurisdiction of this Court with proper venue. See Fla. Stat. § 47.011 (“Actions shall be brought only in the county where the defendant resides, *where the cause of action accrued*, or where the property in litigation is located.”) (emphasis added); see also Casita, L.P. v. Maplewood Equity Partners L.P., 960 So. 2d 854 (Fla. 3d DCA 2007) (“the tort of defamation is committed in the place where it is published”); Drummond v. Tribune Co., 193 So. 2d 183 (Fla. 1st DCA 1966) (“the applicable statute of this state fixing the venue for civil actions permits a suit for damages resulting from a libelous publication to be instituted in any county where the libelous article was published or distributed”).

## **FACTUAL BACKGROUND**

### ***The Arm's Length La Mirage Transaction***

26.

Greene is an extremely successful businessman and entrepreneur. One of Greene's business activities has been in the area of real estate investments.

27.

During 2006, 1402 Alta Vista Partners, LLC, an LLC of which Greene was a member ("Alta Vista"), was represented by Marcus & Millichap, the largest national commercial real estate brokerage firm specializing in real estate investment services, with respect to negotiating and consummating a sale of a California real estate development owned by Alta Vista and known as La Mirage to an individual known as James Delbert McConville ("McConville"). The transaction involved the bulk sale of 300 condominium units from Alta Vista to McConville.

28.

On Alta Vista's behalf, Marcus & Millichap handled all aspects of the sale to McConville.

29.

As part of this bulk sales transaction and in accordance with standard and customary business practices, Alta Vista sold all 300 condominium units at La Mirage to McConville in one escrow rather than 300 separate escrows for each unit.

30.

Throughout the transaction, numerous counteroffers were exchanged between Alta Vista and McConville and numerous adversarial letters were exchanged between Alta Vista's and McConville's representatives in this arm's length business transaction.

31.

Ultimately, McConville agree to pay Alta Vista the sum of \$20,950,000 for the bulk sale of 300 condominium units to him or his assignees. In accordance with standard and customary business practices in bulk sales of condominium units, Marcus & Millichap did not negotiate individual sales prices with McConville and his assignees for the separate condominium units. Consistent with standard and customary business practices, Alta Vista and Greene had no knowledge as to the nature or details of the agreements, if any, that existed between McConville and his assignees.

32.

In accordance with standard and customary business practices, the terms of the purchase agreement between Alta Vista and McConville required that the 300 La Mirage condominium units be deeded individually to McConville or his assignees. McConville, therefore, had the contractual right to assign his interest in the condominium units and Alta Vista had no approval right as to McConville's assignees.

33.

As required by the agreement negotiated by Marcus & Millichap and in accordance with standard and customary business practices, Greene, as a member of Alta Vista, executed the 300 deeds. The deeds were prepared at McConville's direction by a third party. The third party acting at McConville's direction filled in McConville's name or the names of McConville's assignees on the deeds prior to Greene executing them. The deeds were then emailed to Alta Vista's broker who printed them and delivered them to Greene for his execution on behalf of Alta Vista.

34.

Greene signed the deeds at the direction of Marcus & Millichap. In doing so, Greene followed Marcus & Millichap's procedures explicitly, and Greene acted in the manner directed by this extremely experienced broker in order to consummate the La Mirage sale. Greene, therefore, was not acting independently but was acting pursuant to and under the direction of the broker who brought him the deal.

35.

At the time Greene executed the deeds, the deeds did not contain information with respect to prices for the individual units. Alta Vista did not insert any information whatsoever on the deeds.

36.

In the real estate profession, with respect to bulk condominium sales such as La Mirage, signing deeds that do not contain information with respect to prices for the individual units is a common and accepted business practice.

37.

There were no purchase agreements between the individual buyers and Greene and there were no payments made by the individual buyers to Greene.

38.

Greene never met or spoke with McConville.

39.

Per the clear terms of the purchase agreement between Alta Vista and McConville, Alta Vista received an average of approximately \$70,000 for each of the 300 condominium units.

40.

As part of the transaction between Alta Vista and McConville, Greene reviewed the single HUD-1 related to the transaction between Alta Vista and McConville, and it showed a sale by Alta Vista to McConville for \$20,950,000. Greene did not see or attest to the accuracy of the HUD-1's for the sales of the individual units entered into between McConville and his individual buyers.

***Criminal Prosecution of McConville***

41.

Unbeknownst to Greene, McConville engaged in mortgage fraud with respect to La Mirage after Alta Vista sold the property to him.

42.

McConville engaged in a criminal scheme where he "rented" third parties' identities to be identified as assignees or purchasers of the individual condominium units in order to fraudulently obtain mortgages for the La Mirage individual buyers based on inflated sales prices and valuations on the properties with no intent to repay the mortgages.

43.

Greene was not involved in any manner whatsoever in the alleged sales by McConville of the individual La Mirage condominium units to his assignees or purchasers.

44.

On or about May 13, 2010, a federal grand jury in Oakland, California indicted McConville for, among other things, fraud and money laundering relating to La Mirage.

45.

Greene had no knowledge of and was not a participant in any fashion whatsoever with respect to McConville's criminal scheme.

46.

Greene has not been contacted by any law enforcement agency regarding the arm's length La Mirage business transaction with McConville negotiated by Marcus & Millichap.

***Relationship with Mike Tyson***

47.

Greene has often provided assistance, financial or otherwise, to individuals who were experiencing personal problems. In this spirit of friendship, Greene attempted to help former heavyweight boxer Mike Tyson ("Tyson") during a time when Tyson was experiencing serious personal problems.

48.

During the summers of 2005 and 2007, Tyson was a guest on Greene's yacht, *Summerwind*.

49.

One of the rules on *Summerwind* is that no guest may engage in illegal activities while on the yacht, including the use of illegal drugs. Greene has never used illegal drugs on *Summerwind* and has never knowingly allowed or approved of his guests using illegal drugs on *Summerwind*. At all times, Greene has maintained a "no tolerance" policy with respect to drug use on his yacht.

50.

Greene has no knowledge of whether Tyson engaged in illegal activities on *Summerwind*, including the use of illegal drugs except to know that Tyson has publicly denied doing so and to

know that if Greene had ever discovered that Tyson was using drugs on his yacht, Greene would have not allowed him to be or remain as a guest on the yacht.

51.

After Defendants published the false and defamatory articles described which are the subject matter of this Complaint, Tyson has publicly stated that Greene had no involvement whatsoever with any illegal activities in which he might have been involved in prior years.

52.

After Defendants published the false and defamatory articles described which are the subject matter of this Complaint, Tyson publicly stated that he had never used drugs on *Summerwind*.

53.

Greene had no knowledge as to whether Tyson was using any illegal drugs during the summers of 2005 or 2007, but Greene recognized that Tyson was addicted to illegal drugs and in an effort to help him, Greene paid for Tyson to go to rehabilitation. Tyson has publicly stated that if it had not been for the efforts and help of Greene, he would likely be dead from an overdose.

#### ***Greene Announces His Candidacy***

54.

Weary of career politicians influenced too often by campaign donors, and committed to preserving and protecting the American dream of success for all citizens, Greene decided to seek the 2010 Democratic nomination for the United States Senate from the State of Florida with a pledge to concentrate his efforts on improving the economy and creating jobs.

55.

On April 30, 2010, Greene announced his candidacy for the State of Florida 2010 Democratic nomination for the United States Senate.

56.

By design, Greene's campaign was self-funded from the outset of the campaign and Greene spent approximately \$24,000,000.00 of his personal funds to support and advance his campaign.

***Publication of the Articles***

57.

The public response to Greene's candidacy was positive and well-received and, for the most part, the state's media coverage was fair and balanced, with the *St. Petersburg Times* and *The Miami Herald* being notable exceptions.

58.

Starting in the early days of Greene's candidacy, the Times, Herald, and their reporters embarked on a joint and agreed upon campaign to derail Greene's nomination. Defendant Smith referred to one early piece he wrote on Greene as a "hit job" or "hit piece." In addition, a non-party Herald reporter described her bias against Greene and her dislike for him to third parties.

59.

The Times' and Herald's coordinated and agreed upon malicious agenda against Greene reached a crescendo in early August, in the critical last few weeks before the Democratic primary. With Greene holding a comfortable lead over his closest opponent in many polls, the Times and Herald initiated and executed their common plan to destroy Greene personally and

professionally through the coordinated and simultaneous publication of the defamatory and libelous articles set forth in this Complaint for Libel.

60.

On Saturday, August 7, 2010, in its online edition, the Times, Hundley, Baird, and the Times Editors published the article entitled “*Calif. Deal Put Jeff Greene on Front Line of Mortgage Mess*” (*Article 1*). (A true and correct copy of the online version of *Article 1* is attached hereto as Exhibit A and incorporated herein by express reference thereto.) On Sunday, August 8, 2010, *Article 1* was published by the Times, Hundley, Baird, and the Times Editors on the front page print edition of the Times.

61.

On Saturday, August 7, 2010, in its online edition, the Herald and the Herald Editors simultaneously published *Article 1* verbatim. (A true and correct copy of the online version of *Article 1* as published in the Herald is attached hereto as Exhibit B and incorporated herein by express reference thereto.)

62.

Prior to publication of *Article 1*, Greene provided the Times with documents concerning the La Mirage sale which directly contradicted the allegations in *Article 1*. While the Times posted these documents on its website, the Times never directed the readers to where the documents could be found and did not publish or reference these vindicating documents in any print edition of the Times.

63.

Prior to publication of *Article 1*, Greene provided the Times with a lengthy telephone interview discussing the La Mirage sale. Information conveyed by Greene in his interview

directly contradicted the false factual assertions in *Article 1*. *Article 1* did not include material portions of Greene's comments, which contradicted numerous false factual assertions in *Article 1*.

64.

The evidence is clear and convincing that prior to publication of *Article 1*, the Times, Hundley, Baird, and the Times Editors were told in detail how and why their proposed defamatory statements about Greene were false. The Times, Hundley, Baird, and the Times Editors intentionally disregarded and ignored specific information provided to them that directly contradicted their libelous statements in *Article 1*.

65.

Prior to publication of *Article 1*, Greene provided numerous interviews to The Herald but Greene was never asked about the specific allegations contained in *Article 1*.

66.

Although, in a sidebar accompanying *Article 1*, the Times provided links to the documents provided by Greene, the Herald never posted these vindicating documents on its Website or informed its readers of their existence. The Herald had actual knowledge of the existence of these vindicating documents at the time it published *Article 1*.

67.

On Monday, August 9, 2010, on its online edition, the Times and the Times Editors published an alleged 'editorial' entitled "*Jeff Greene's Real Estate Dealings Need Explaining*" (*Article 2*). (A true and correct copy of the online version of *Article 2* is attached hereto as Exhibit C and incorporated herein by express reference thereto). On Tuesday, August 10, 2010, *Article 2* was published by the Times and the Times Editors in the print edition of the Times.

68.

Prior to publication of *Article 2*, Greene provided the Times with documents concerning the La Mirage sale which directly contradicted the allegations in *Article 2*. While the Times posted these documents on its website, the Times never directed the readers to where the documents could be found and did not publish or reference these vindicating documents in any print edition of the Times.

69.

Prior to publication of *Article 2*, Greene provided the Times with a lengthy telephone interview discussing the La Mirage sale. Information conveyed by Greene in his interview directly contradicted the false factual assertions in *Article 2*. *Article 2* falsely implies that no such interview was ever given.

70.

The evidence is clear and convincing that prior to publication of *Article 2*, the Times and the Times Editors were told in detail prior to publication how and why their proposed defamatory statements about Greene were false. The Times and the Times Editors intentionally disregarded and ignored specific information provided to them that directly contradicted their libelous statements in *Article 2*.

71.

In publishing certain of the false and defamatory statements about Greene in *Article 2*, the Times and the Times Editors relied upon false and defamatory statements about Greene published by the Times, Hundley, Baird, and the Times Editors in *Article 1*.

72.

The Times, Hundley, Baird, and the Times Editors published the false and libelous statements in *Article 1* for the purpose, in part, of allowing Defendants to be able to rely on those false and libelous statements as a basis, source, or ‘reasonable belief,’ for publishing future false and libelous statements about Greene. By publishing certain libelous statements about Greene, the Times, Hundley, Baird, and the Times Editors were able to perpetuate a growing cycle of libel concerning Greene through the Times, Herald and the media at large which was reporting on these articles and the campaign.

73.

On Thursday, August 12, 2010, on its online edition and prior to publication of the article in its print edition the following day, the Times, Smith, and the Times Editors published an article entitled “*Jeff Greene Brushes Off Raucous Party Boat Tales*” (*Article 3*). (A true and correct copy of the online version of *Article 3* is attached hereto as Exhibit D and incorporated herein by express reference thereto.) This article was based on a Sports Illustrated article which quoted Tyson but did not contain any mention of Greene or *Summerwind*. The asserted connection between Tyson and his admitted misconduct with Greene and *Summerwind* was invented by Smith and had no factual basis or source whatsoever.

74.

Greene’s representatives immediately contacted Smith after the online publication of *Article 3* and prior to the print publication of *Article 3*, to express shock, dismay and disbelief that the Times, Smith, and the Times Editors would disregard Greene’s specific, unequivocal denial of the accusations in *Article 3* and would publish *Article 3* with actual knowledge of its falsity or with a reckless disregard for truth or falsity. Late during the evening of August 12,

2010, Smith edited the headline and some content of *Article 3* after recognizing that the online article was false and defamatory. Smith's edits were insufficient as he failed to completely remove from *Article 3* its false and defamatory statements about Greene. On Friday, August 13, 2010, *Article 3* was published by the Times, Smith, and the Times Editors in the print edition of the Times.

75.

On Friday, August 13, 2010, in its online edition, the Herald and the Herald Editors simultaneously published *Article 3* verbatim. (A copy of the online version of *Article 3* published in the Herald is attached hereto as Exhibit E and incorporated herein by express reference thereto. As originally published, *Article 3* was identical in both the Times and Herald. Subsequent to its original publication in the Herald, the online version of Exhibit E was edited by the Herald to add the "Editor's Note" and the sentence "Later, Tyson himself told Politico he 'didn't do drugs on the boat'" contained in Exhibit E. The Editor's Note and the sentence were not included in the original version of *Article 3* published on the Herald's website.)

76.

Prior to publication of *Article 3*, Greene provided the Times, Smith, and the Times Editors with an unequivocal denial of the accusations in *Article 3*.

77.

The evidence is clear and convincing that prior to publication of *Article 3*, the Times, Smith, and the Times Editors were told in detail prior to publication how and why their proposed defamatory statements about Greene were false. The Times, Smith, and the Times Editors intentionally disregarded and ignored specific information provided to them that directly contradicted their libelous statements in *Article 3*. Prior to the publication of *Article 3*, The

Times, Smith and the Times Editors had actual knowledge that the *Sports Illustrated* article about Tyson made absolutely no mention of a connection between Tyson's misconduct and Greene or *Summerwind*.

78.

Prior to publication of *Article 3*, Greene provided numerous interviews to the Herald but Greene was never asked about the specific allegations contained in *Article 3*.

79.

The false allegations contained in *Article 3* were repeated during the final Democratic Primary senatorial debate broadcast by WPLG on Sunday, August 15, 2010. During the debate, Mr. Michael Putney repeated the false allegations contained in *Article 3*, questioning Greene about Tyson's alleged allegations of drug use on *Summerwind*. Greene pointed out the fact that Tyson did not make such allegations. Yet, Putney then restated the falsity on live television: ". . . but he said he was on your boat."

80.

When Putney was contacted by Greene's representatives after the debate and challenged by the fact that nowhere in the *Sports Illustrated* article does Tyson refer to any illegal conduct on *Summerwind*, Putney stated that he was relying on the Times' and Herald's reporting for standing by his statement that Tyson claimed he used drugs on *Summerwind*.

81.

When Tyson learned that the Times and Herald had falsely reported that Tyson claimed he engaged in illegal activities on *Summerwind*, Tyson publicly stated "Jeff had nothing to do with it. . . . I didn't do drugs on the boat."

82.

The libelous Articles were published both electronically and in print to third parties and were, in fact, read by third parties, including third parties in Miami-Dade County, State of Florida.

83.

Such third parties to whom the libelous Articles were published specifically included third parties who would vote in the Florida Democratic Primary.

84.

Prior to publication of the Articles, Greene was enjoying a lead in most polls conducted on the Florida Democratic Party primary. After publication of *Article 1* and *Article 2*, Greene's lead disappeared and polling data clearly supports that the libelous Articles and their aftermath were the reason why Greene lost his lead.

85.

Greene's polling numbers suffered another significant decline as the result of *Article 3* and the repetition of *Article 3*'s false allegations during the final Democratic Primary debate.

86.

Greene has demanded retractions from Defendants of the libelous statements contained in the Articles. (True and correct copies of the retraction demands are attached hereto as Exhibits F, G, and H, respectively, and are incorporated herein by express reference thereto.) Defendants have refused to retract the libelous statements.

87.

On Friday, August 20, 2010, the Times published a 'correction' related to *Article 3*. This 'correction' was published in an inconspicuous manner and in its entirety stated:

“Boxer Mike Tyson’s July interview with Sports Illustrated, quoted in a Times news story on Aug. 13, described his travels in Europe during the summer of 2005, not 2007 when he served as Jeff Greene’s best man. In addition, Tyson has since clarified that the 2005 events he described to Sports Illustrated involving a drug dealer from Amsterdam did not occur aboard Greene’s yacht and that he ‘didn’t do drugs on the boat.’”

88.

The Times’ ‘correction’ of *Article 3* is an insufficient correction under Fla. Stat. § 770.02 because: (1) the libelous statements in *Article 3* were not published in good faith; (2) the falsity of the libelous statements was not due to an honest mistake of the facts; (3) there were not reasonable grounds for believing that the libelous statements in *Article 3* were true; and (4) the ‘correction’ issued by the Times was not “full and fair” or published in the same edition of the Times in which *Article 3* appeared and in as conspicuous place and type as the original *Article 3*.

89.

Defendants’ reporting of false purported ‘facts’ and failure to correct their factual errors is a violation of the Times’ official policies set forth above.

90.

The Herald ultimately published an “Editor’s Note” related to *Article 3* and a revised online version of *Article 3*. (See Ex. E.) A ‘correction’ was also published in a print edition of the Herald. This ‘correction’ was published in an inconspicuous manner and in its entirety stated:

**“Boxer Mike Tyson’s** July interview with Sports Illustrated, quoted in a front-page story on Aug. 13, described his travels in Europe during the summer of 2005, not 2007 when he served as Jeff Greene’s best man. In addition, Tyson has since clarified that the 2005 events he described involving a drug dealer from Amsterdam did not occur aboard Greene’s yacht and that he “didn’t do drugs on the boat.’ ”

91.

The Herald's 'correction' of *Article 3* is an insufficient correction under Fla. Stat. § 770.02 because: (1) the libelous statements in *Article 3* were not published in good faith; (2) the falsity of the libelous statements was not due to an honest mistake of the facts; (3) there were not reasonable grounds for believing that the libelous statements in *Article 3* were true; and (4) the 'correction' issued by the Herald was not "full and fair" or published in the same edition of the Herald in which *Article 3* appeared and in as conspicuous place and type as the original *Article 3*.

92.

The Times' and Herald's inconspicuous nearly verbatim 'corrections' provides further evidence that they were acting jointly and in concert to defame Greene.

***Greene's U.S. Senate Bid Is Unsuccessful***

93.

Prior to publication of the Articles, most polls indicated that Greene had a significant lead in the polls over his opponent, Kendrick Meek.

94.

After publication of the Articles, Greene's lead in the polls dropped to a double-digit deficit.

95.

On August 24, 2010, Greene lost the Florida Democratic Party primary election.

96.

The final results of the Democratic Primary for the United States Senate were:

Kendrick Meek: 57% (522,942 votes)

Jeff Greene 31% (283,370 votes).

97.

Greene lost the primary despite carrying a majority of counties in Florida. Greene enjoyed his greatest success in those parts of Florida outside of the Times' and the Herald's respective print media markets.

98.

Defendants' publication of the libelous statements set forth herein directly and proximately damaged Greene's reputation as a person, a businessman and a candidate for public office and directly and proximately caused or contributed to the cause of Greene's loss in the Democratic Primary.

99.

The tortious acts committed by Defendants jointly contributed to the libel of Greene insofar as each Defendant's acts united to cause injury to Greene.

#### **CAUSE OF ACTION FOR LIBEL**

100.

The gist of *Article 1*, published by the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors, is that Greene is an unethical person, businessman and candidate for public office who was worthy of public contempt by falsely stating or otherwise conveying to the average reader that Greene was complicit in and engaged in criminal acts, including mortgage fraud, with McConville.

101.

The gist of *Article 2*, published by the Times and the Times Editors, is that Greene is an unethical person, businessman and candidate for public office who was worthy of public contempt by falsely stating or otherwise conveying to the average reader that Greene was complicit in and engaged in criminal acts, including mortgage fraud, with McConville.

102.

The gist of *Article 3*, published by the Times, Smith, the Times Editors, Herald, and the Herald Editors, is that Greene is an unethical person, businessman and candidate for public office who was worthy of public contempt by falsely stating or otherwise conveying to the average reader that Greene was complicit in and engaged in criminal acts, including illegal drug use, with Tyson.

103.

Greene did not engage in any of the crimes or other unsavory and disreputable acts for which he stands publicly accused by Defendants.

104.

The gist of the Articles is false and defamatory and constitutes libel per se in that it accuses Greene of numerous criminal and other unsavory and disreputable acts described in this Complaint for Libel.

105.

The gist of the Articles is false and defamatory and constitutes libel per se in that it imputes actions to Greene that injure his professional business reputation.

106.

The gist of the Articles is false and defamatory and constitutes libel per se in that it imputes actions to Greene that are defamatory and injurious to reputation on their face and can be so understood without reference to any additional or extrinsic facts.

107.

The libelous statements published by Defendants were published without any privilege.

108.

The libelous statements published by Defendants were subsequently republished in a number of newspapers in the United States and republished worldwide on Internet websites.

***Libelous Statements Category 1:  
Sale of Condos from Greene to Individual Investors Who Were McConville's Straw Buyers***

109.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors published the following false and defamatory statements in *Article 1* conveying to the average reader that Greene was complicit in and engaged in mortgage fraud and criminal activities with McConville by repeatedly stating that Greene sold La Mirage condominium units to individual investors who were McConville's straw buyers:

- “Angela Spangler bought a condo unit at 240 Sahara Drive in Ridgecrest, Calif. from Jeff Greene for \$145,000.” (This statement was published only in the Times and accompanied a photograph.)
- “Half of McConville's buyers were the same people who had purchased units from Greene.”

- “One woman, a notary whose stamp appears on many of the sales, bought seven condos from Greene . . . while her twin sister picked up three more, including two Greene properties.”
- “In late May, one of the condos that Spangler bought from Greene for \$145,000 four years earlier was sold at auction. Price: \$21,250.”
- “In cases where Greene sold the unit to an individual . . . .”
- “Piette, whose parents bought 18 La Mirage units from Greene and McConville . . . .”
- “Oma and Zheyen Haidarzada bought 11 La Mirage condos from Greene.”
- “They bought 12 properties in two months from Greene and McConville in 2006.”

110.

Defendants the Times and Times Editors published the following false and defamatory statements in *Article 2* conveying to the average reader that Greene was complicit in and engaged in mortgage fraud and criminal activities with McConville by stating that Greene sold La Mirage condominium units to individual investors who also allegedly purchased condominium units from McConville:

- “**Why are half of McConville’s buyers** the same people who bought from Greene . . . ?”

111.

The libelous statements in Category 1 are false because neither Greene nor Alta Vista sold any La Mirage units to individual investors.

112.

The libelous statements in Category 1 are false and defamatory because, among other things, they convey that Greene was aware of, and an active participant in McConville's criminal scheme of obtaining false and excessive mortgages for individual purchasers based on inflated sales prices on the properties.

113.

The libelous statements in Category 1 are defamatory and libelous per se because, among other things, they convey that Greene was a knowing and active participant in a criminal mortgage fraud scheme.

114.

The libelous statements in *Article 1* set forth in Category 1 were published by Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

115.

The libelous statements in *Article 2* set forth in Category 1 were published by Defendants the Times and Times Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

116.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors knowingly and purposely avoided and ignored evidence establishing the falsity of the statements prior to publishing the libelous statements set forth in Category 1.

117.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors had actual knowledge from documents in their possession prior to the publication of the libelous statements set forth in Category 1 that neither Greene nor Alta Vista sold any La Mirage units to individual investors.

118.

Defendants the Times, Hundley, Baird, and the Times Editors had actual knowledge from an extensive pre-publication interview with Greene conducted prior to the publication of the libelous statements set forth in Category 1 that neither Greene nor Alta Vista sold any La Mirage units to individual investors.

119.

Despite conducting numerous pre-publication interviews of Greene, the Herald and the Herald Editors never asked Greene about McConville or the specific allegations in Category 1 so that they could purposefully, deliberately and intentionally avoid the truth.

***Libelous Statements Category 2:***  
***Sale Price of Condos***

120.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors published the following false and defamatory statements in *Article 1* conveying to the average reader that Greene was complicit in and engaged in McConville's criminal scheme of fraudulently obtaining false and excessive mortgages for individual purchases based on inflated sales prices on the properties by stating the it was Greene who sold the condominium units at inflated prices:

- “Angela Spangler bought a condo unit at 240 Sahara Drive in Ridgecrest, Calif. from Jeff Greene for \$145,000.” (This statement was published only in the Times accompanied a photograph.)
- “Greene’s company unloaded the units, some for as much as \$165,000.”
- “In late May, one of the condos that Spangler bought from Greene for \$145,000 four years earlier was sold at auction. Price: \$21,250.”

121.

Defendants the Times and the Times Editors published the following false and defamatory statements in *Article 2* conveying to the average reader that Greene was complicit in and engaged in McConville’s criminal scheme of fraudulently obtaining false and excessive mortgages for individual purchases based on inflated sales prices on the properties:

- “Greene’s company sold 1950s-era military housing aptly named La Mirage for up to \$165,000 a unit in 2006.”

122.

The libelous statements in Category 2 are false because neither Greene nor Alta Vista sold any units at La Mirage for \$145,000 or \$165,000.

123.

The libelous statements in Category 2 are defamatory because, among other things, they convey that Greene was aware of, and an active participant in, McConville’s criminal scheme of fraudulently obtaining false and excessive mortgages for individual purchasers based on inflated sales prices and valuations on the properties.

124.

The libelous statements in Category 2 are defamatory and libelous per se because, among other things, they convey that Greene was a knowing and active participant in a criminal mortgage fraud scheme.

125.

The libelous statements in *Article 1* set forth in Category 2 were published by Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

126.

The libelous statements in *Article 2* set forth in Category 2 were published by the Times and the Times Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

127.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors knowingly ignored evidence establishing the falsity of the statements prior to publishing the libelous statements set forth in Category 2.

128.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors had actual knowledge from documents in their possession prior to the publication of the libelous statements set forth in Category 2 that Alta Vista received an average of about \$70,000 for each of the 300 units.

129.

Defendants the Times, Hundley, Baird, and the Times Editors had actual knowledge from an extensive pre-publication interview with Greene conducted prior to the publication of the libelous statements set forth in Category 2 that Alta Vista received an average of about \$70,000 for each of the 300 units.

130.

Despite conducting numerous pre-publication interviews of Greene, the Herald and the Herald Editors never asked Greene about McConville or the specific allegations in Category 2 so that they could purposefully, deliberately and intentionally avoid the truth.

131.

Defendants the Times', Hundley's, Baird's, and the Times Editors' own reporting between *Article 1* and *Article 2* demonstrates inconsistency between the Times' and the Times Editors' reporting of the purported sales price received by Alta Vista for the condo units.

***Libelous Statements Category 3:  
Accusation of Fraud***

132.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors published the following false and defamatory statements in *Article 1* conveying to the average reader that Greene engaged in mortgage fraud:

- “By signing blank deeds, longtime appraiser Richard Hagar said, Greene effectively enabled the fraud.”
- “Greene is admitting to responsibility. He has to look at that HUD-1 and say this is a true and accurate accounting of the money flow.”

- “They bought 12 properties in two months from Greene and McConville in 2006.”

133.

Defendants the Times and the Times Editors published the following false and defamatory statements in *Article 2* conveying that Greene engaged in mortgage fraud:

- “**Why did Greene sign blank deeds**, a practice described by one longtime appraiser as effectively enabling fraud?”

134.

The libelous statements in Category 3 are false because signing a deed that does not contain information with respect to price for an individual unit does not in and of itself “enable fraud.”

135.

The libelous statements in Category 3 are false because neither Greene nor anyone associated with him had anything to do with completing the deeds.

136.

The libelous statements in Category 3 are false because Greene did look at the HUD-1 for the transaction between Alta Vista and McConville, and it showed a sale by Alta Vista to McConville and/or his assignees for \$20,950,000. Greene never saw HUD-1’s concerning sales of the individual units by McConville to the individual buyers let alone attest to their accuracy.

137.

The libelous statements in Category 3 are defamatory and libelous per se because, among other things, they accuse Greene of the crime of fraud, being an accessory to fraud, or conspiring to commit fraud.

138.

The libelous statements in Category 3 are defamatory and libelous per se because, among other things, they impute an unsavory, salacious and disreputable character to Greene, injurious to both his personal and professional reputation.

139.

The libelous statements in *Article 1* set forth in Category 3 were published by Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

140.

The libelous statements in *Article 2* set forth in Category 3 were published by the Times and the Times Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

141.

Signing deeds that do not contain information with respect to prices for the individual units is a common practice in the industry, particularly with respect to bulk condo sales such as La Mirage; therefore, no 'expert' would refer to the practice as "enabling fraud."

142.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors knowingly ignored evidence establishing the falsity of the statements prior to publishing the libelous statements set forth in Category 3.

143.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors had actual knowledge from documents in their possession prior to the publication of the libelous

statements in Category 3 that McConville had the contractual right to assign his interest in the property and neither Alta Vista nor Greene had any approval right as to McConville's assignees.

144.

Defendants the Times, Hundley, Baird, and the Times Editors had actual knowledge from an extensive pre-publication interview with Greene conducted prior to the publication of the libelous statements set forth in Category 3 that McConville had the contractual right to assign his interest in the property and neither Alta Vista nor Greene had any approval right of McConville's assignees.

145.

Defendants the Times, Hundley, Baird, and the Times Editors apparently did not provide to their 'expert' Greene's explanation of the deeds or provide their 'expert' with sufficient and accurate factual information upon which to base his alleged 'opinion' because, had they done so, their 'expert' would not have incorrectly speculated that Greene reviewed the HUD-1's for the individual purchases at La Mirage.

146.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors had actual knowledge from documents in their possession prior to the publication of the libelous statements set forth in Category 3 that neither Greene nor Alta Vista sold any La Mirage units to individual investors and, therefore, Greene would not have reviewed the HUD-1's for the individual purchasers.

147.

Defendants the Times, Hundley, Baird, and the Times Editors had actual knowledge from an extensive pre-publication interview with Greene conducted prior to the publication of the

libelous statements set forth in Category 3 that neither Greene nor Alta Vista sold any La Mirage units to individual investors and, therefore, Greene would not have reviewed the HUD-1's for the individual purchasers.

148.

Despite conducting numerous pre-publication interviews of Greene, the Herald and the Herald Editors never asked Greene about McConville or the specific allegations in Category 3 so that they could deliberately and intentionally attempt to avoid the truth.

***Libelous Statements Category 4:  
Undisclosed Financial Ties Between McConville and Greene***

149.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors published the following false and defamatory statements in *Article 1* conveying to the average reader that Greene was aware of and an active participant in McConville's criminal acts concerning La Mirage:

- “Real estate experts say this shows ‘common equitable ownership’ and undisclosed financial ties between McConville’s and Greene’s corporations.”
- “Despite his concerns about the La Mirage deal, Greene continued his business relationship with McConville.”

150.

The libelous statements in Category 4 are false because there were no undisclosed financial ties between McConville's and Greene's corporations.

151.

The libelous statements in Category 4 are defamatory because, among other things, they accuse Greene of concealing a relationship with McConville in a transaction that Defendants the

Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors allege Greene knew was improper.

152.

The libelous statements in Category 4 are defamatory and libelous per se because, among other things, they impute an unsavory, salacious and disreputable character to Greene, injurious to both his personal and professional reputation.

153.

The libelous statements in *Article 1* set forth in Category 4 were published by Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

154.

The purported 'conclusion' of 'undisclosed financial ties' is unreasonable and false based on the purported underlying 'factual' basis for the conclusion.

155.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors knowingly ignored evidence establishing the falsity of the statements prior to publishing the libelous statements set forth in Category 4.

156.

Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors had actual knowledge from documents in their possession prior to the publication of the libelous statements set forth in Category 4 that the La Mirage transaction was an arm's length transaction between Alta Vista and McConville.

157.

Defendants the Times, Hundley, Baird, and the Times Editors had actual knowledge from an extensive pre-publication interview with Greene conducted prior to the publication of the libelous statements set forth in Category 4 that the La Mirage transaction was an arm's length transaction between Alta Vista and McConville and that Greene had never met or spoken with McConville.

158.

Despite conducting numerous pre-publication interviews of Greene, the Herald and the Herald Editors never asked Greene about McConville or the specific allegations in Category 4 so that they could purposefully, deliberately and intentionally avoid the truth.

***Libelous Statements Category 5:  
Accusation of Unidentified Criminal Conduct Warranting FBI Investigation***

159.

Defendants the Times and the Times Editors published the following false and defamatory statements in *Article 2* conveying to the average reader that Greene should be investigated by the FBI and possibly criminally charged for his involvement in the La Mirage sale:

- “The billionaire participated in a California real estate deal featuring the conversion of old apartments to condos, inflated sales prices to straw buyers and defaults that cost banks and taxpayers millions. The FBI is investigating, and it should talk to Greene.”
- “Predictably, Greene says he did nothing wrong. He paints a different version of the deal than public documents reflect. He blames everyone but himself for what went sour, from McConville to mortgage lenders. His real estate broker vouches

for him and calls him 'very ethical.' But federal investigators should be asking the Democratic U.S. Senate candidate some hard questions.”

- “Federal investigators should keep digging around Greene’s involvement in the failed development in the California desert.”

160.

The libelous statements in Category 5 are false because Greene did not engage in or participate in any criminal acts concerning La Mirage, including the use of straw buyers.

161.

The libelous statements in Category 5 are defamatory and libelous per se because, among other things, they convey that Greene committed some undisclosed criminal acts warranting a federal law enforcement investigation.

162.

The libelous statements in Category 5 are defamatory and libelous per se because, among other things, they impute an unsavory, salacious and disreputable character to Greene, injurious to both his personal and professional reputation.

163.

The libelous statements in *Article 2* set forth in Category 5 were published by the Times and the Times Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

164.

Defendants the Times and the Times Editors knowingly ignored evidence establishing the falsity of the statements prior to publishing the libelous statements set forth in Category 5.

165.

Defendants the Times and the Times Editors had actual knowledge from documents in their possession prior to the publication of the libelous statements set forth in Category 5 that neither Greene nor Alta Vista was involved in or participated in McConville's criminal scheme, including the use of straw buyers.

166.

Defendants the Times and the Times Editors had actual knowledge from an extensive pre-publication interview with Greene conducted prior to the publication of the libelous statements set forth in Category 5 that neither Greene nor Alta Vista was involved in or participated in McConville's criminal scheme, including the use of straw buyers.

**Libelous Statements Category 6:  
'Opinion' Based on False 'Facts' Undisclosed to the Reader**

167.

Defendants the Times and the Times Editors published the following false and defamatory statements in *Article 2* conveying to the average reader that Greene has provided no explanation of his role in La Mirage and that Greene has previously lied to the public about damages to his yacht:

- “**Why is Greene's version of the sale** at odds with public documents?”
- “This is not the first time that Greene spins one story while the facts indicate something else. His yacht seriously damaged a coral reef five years ago, according to eyewitness reports, scientific evidence and the Belize government's potential \$1.87 million fine.”

168.

The libelous statements in Category 6 are false because Greene has provided an explanation for the public documents concerning La Mirage; the Times and the Times Editors simply chose not to disclose Greene's explanation to the public.

169.

The libelous statements in Category 6 are false because Greene has not "spun" the story about his damaged yacht while the "facts" indicate something else. The Times and the Times Editors do not describe Greene's "spin" and do not provide the "facts" that indicate otherwise. Instead, the Times and the Times Editors suggest to their readers that they alone hold undisclosed "facts" upon which this 'opinion' is based. Such facts, if they even exist, used by the Times and the Times Editors to support their 'opinion' are false.

170.

The libelous statements in Category 6 are defamatory and libelous per se because, among other things, they accuse Greene, a candidate for public office, of lying to the public.

171.

The libelous statements in Category 6 are defamatory and libelous per se because, among other things, they impute an unsavory, salacious and disreputable character to Greene, injurious to both his personal and professional reputation.

172.

The libelous statements in *Article 2* set forth in Category 6 were published by the Times and the Times Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

173.

The Times and the Times Editors have knowingly and deliberately withheld from their readers Greene's explanation to the Times and the Times Editors through an extensive pre-publication interview and pre-publication production of documents why his "version of the sale is at odds with public documents." The Times and the Times Editors, however, intentionally and deliberately falsely convey to the readers that Greene has not provided such an explanation.

174.

The Times and the Times Editors have intentionally and deliberately withheld from their readers the factual basis for their 'conclusion' that Greene's 'story' about damage to his yacht is at odds with the 'facts.' The undisclosed 'facts' upon which the Times and the Times Editors rely for this conclusion are false or the conclusion drawn by the Times and the Times Editors from the 'facts' is not a reasonable conclusion from those 'facts.'

***Libelous Statements Category 7:  
Illegal Activity on the Summerwind***

175.

Defendants the Times, Smith, the Times Editors, Herald, and the Herald Editors published the following false and defamatory statements in *Article 3* conveying to the average reader that Greene was complicit in and engaged in criminal activity with Mike Tyson on Greene's yacht, *Summerwind*:

Tyson went and told *Sports Illustrated* about that summer when he spent so much time with Greene. Tyson, who was the best man at Greene's 2007 wedding, makes that period of his life sound more like the *Love Boat*:

"I was in St. Tropez, in the South of France. In Ibiza, Spain. I was in Monte Carlo. I was in the Ukraine, Russia, all those places, for three months. From Russia I went to Lisbon, Portugal, from Portugal I went to Amsterdam. In Amsterdam I met this drug dealer, right? And he sees that I like getting high, and he wants to be my buddy, right? This guy goes and gets me a big rock of cocaine.

So pretty soon I got a party going on. I got everything: I got these rugby players. I got these naked girls. I got all these . . . everything's going on in the room. Plus I also had this girl with me that I picked up in Romania. But then [the dealer he met in Amsterdam] saw how much of a mess I was. He came in and kicked everybody out of my room! All the nude people, all the people having sex. He said, 'I feels so bad I ever gave him that stuff,'" Tyson said in an interviewed [sic] published in July.

176.

The libelous statements in Category 7 are false because Greene has never engaged in nor has been complicit in drug use on *Summerwind*.

177.

The libelous statements in Category 7 are false because Tyson has never engaged in drug use on *Summerwind*.

178.

The libelous statements in Category 7 are false because, even if Tyson engaged in any criminal activity on *Summerwind*, Greene was unaware of such conduct.

179.

Clear and convincing evidence of the falsity of the libelous statements in Category 7 is established by the Times' and the Herald's nearly identical purported 'correction' of the libelous statements.

180.

The falsity of the libelous statements in Category 7 are evidenced by Smith's late-night edits to the headline and content of *Article 3*.

181.

The libelous statements in Category 7 are defamatory and libelous per se because, among other things, they accuse Greene of criminal activity.

182.

The libelous statements in Category 7 are defamatory and libelous per se because, among other things, they impute an unsavory, salacious and disreputable character to Greene, injurious to both his personal and professional reputation.

183.

The libelous statements in *Article 3* set forth in Category 7 were published by the Times, Smith, the Times Editors, Herald, and the Herald Editors with actual malice, that is, with actual knowledge of falsity or with reckless disregard for truth or falsity.

184.

*Article 3*, as originally published on the Times' website reported, prior to reciting the Tyson quote, that "Tyson, who as the best man at Greene's 2007 wedding, makes *Summerwind* sound more like the *Love Boat*." Smith changed this statement to "Tyson, who was the best man at Greene's 2007 wedding, makes that period of his life sound more like the *Love Boat*" after being contacted by Greene's representatives about the falsity of *Article 3*.

185.

The Times', Smith's, the Times Editors', Herald's, and the Herald Editors' sole source for the Tyson quote is an online *Sports Illustrated* article. Nowhere in the excerpts of *Sports Illustrated*'s Pablo S. Torre's conversation with Mr. Tyson posted on *Sports Illustrated*'s website does Tyson mention Greene, *Summerwind*, or even the period of time to which he was referring when he recounts his days as a "junkie." Moreover, the final "Where Are They Now" article about Tyson published in *Sports Illustrated*'s August 2, 2010 edition makes no mention of Greene, *Summerwind*, or even the episodes relayed by Tyson to Torres in the online *Sports Illustrated* article.

186.

Prior to publishing *Article 3*, Defendants the Times, Smith, and the Times Editors had actual knowledge from Greene's pre-publication, unequivocal denial of the Times', Smith's, and the Times Editors' insinuation that Greene was involved in or complicit in the conduct alleged by Tyson in the *Sports Illustrated* online piece.

187.

Despite conducting numerous pre-publication interviews of Greene, the Herald and the Herald Editors never asked Greene about Tyson or the allegations in Category 7 so that they could purposefully, deliberately and intentionally avoid the truth.

188.

So that they could deliberately and intentionally attempt to avoid the truth, prior to publishing *Article 3*, the Times, Smith, the Times Editors, Herald, or the Herald's Editors did not interview Tyson to determine whether the conduct he referred to in the *Sports Illustrated* piece occurred on *Summerwind*, and, if so, whether Greene was aware of the conduct.

***Publication with Actual Malice***

189.

The false and defamatory statements about Greene in *Article 1* set forth in Categories 1 through 4 were negligently published to third parties by Defendants the Times, Hundley, Baird, the Times Editors, Herald, and the Herald Editors and were published to third parties by these Defendants with actual malice.

190.

The false and defamatory statements about Greene in *Article 2* set forth in Categories 1 through 3 and Categories 5 through 6 were negligently published to third parties by the Times

and the Times Editors and were published to third parties by these Defendants with actual malice.

191.

The false and defamatory statements about Greene in *Article 3* set forth in Category 7 were negligently published to third parties by the Times, Smith, the Times Editors, Herald, and the Herald Editors and were published to third parties by these Defendants with actual malice.

192.

Defendants possessed actual knowledge of the falsity of certain of their libelous statements made against Greene and acted with a reckless disregard for the truth or falsity in publishing all of the false and defamatory statements against Greene.

193.

Defendants negligently published the false and defamatory statements about Greene and published the statements with actual malice by failing prior to publication to conduct a reasonable investigation of the veracity of the statements and in many instances, no investigation at all.

194.

Defendants had no sources for certain of their libelous statements, including, but not limited to, the libelous statements published in *Article 3*.

195.

Defendants knowingly published the false and defamatory statements about Greene without any reliable, trustworthy or credible sources for said statements and with no independent corroboration for said statements.

196.

In publishing the false and defamatory statements about Greene, Defendants purposefully, deliberately and intentionally avoided learning the truth by, among other things, failing to attempt to interview many individuals who could confirm or deny the things stated in the statements, including but not limited to, McConville and Tyson.

197.

In publishing the false and defamatory statements about Greene, Defendants purposefully, deliberately and intentionally avoided learning the truth by, among other things, failing to review publicly available documents and information that could confirm or deny the information conveyed in the statements.

198.

In publishing the false and defamatory statements about Greene, Defendants purposefully, deliberately and intentionally avoided learning the truth by, among other things, failing to review documents and information provided to them by Greene that could confirm or deny the information conveyed in the statements.

199.

In publishing the false and defamatory statements about Greene, Defendants deliberately and intentionally withheld from the readers documents and information provided to them by Greene that contradicted the information conveyed in the statements.

200.

In publishing the false and defamatory statements about Greene, Defendants deliberately and intentionally misquoted 'sources' in an effort to convey a false and defamatory impression of Greene.

201.

In publishing the false and defamatory statements about Greene, Defendants obtained purported expert's opinions about Greene after deliberately and intentionally providing these "experts" with inaccurate and incomplete information.

202.

In publishing the false and defamatory statements about Greene, Defendants relied on purported 'facts' undisclosed to the reader in arriving at 'opinions' and such facts were false or, if true, did not support the Defendants' conclusions purportedly based on those facts.

203.

Defendants deliberately and intentionally published the false and defamatory statements about Greene despite entertaining serious doubts about the truth of the accusatory statements.

204.

Defendants deliberately and intentionally published false and defamatory statements about Greene in a calculated effort to damage Greene's candidacy for high public office.

205.

Defendants deliberately and intentionally published false and defamatory statements about Greene in an effort to follow a predetermined storyline about Greene during the 2010 election cycle.

206.

Defendants deliberately and intentionally published the false and defamatory statements about Greene in a calculated effort to gain a competitive and financial advantage in the 2010 election cycle.

207.

Defendants deliberately and intentionally published false and defamatory statements about Greene in a calculated effort to increase sales and increase profits by falsely sensationalizing and fictionalizing information about Greene.

208.

Defendants deliberately and intentionally published false and defamatory statements about Greene motivated by their admitted spite, hatred, and ill will and bias toward Greene.

209.

The false and defamatory statements about Greene published by Defendants were not privileged.

***Damages***

210.

As a direct and proximate result of the libelous statements published by Defendants, Greene's reputation as a person and a businessman has been permanently damaged and his campaign for public office was destroyed.

211.

As a direct and proximate result of the libelous statements published by Defendants, Greene has suffered stress, emotional distress, humiliation, anger and other mental pain and suffering.

212.

As a direct and proximate result of the libelous statements published by Defendants, Greene has suffered public hatred, contempt, scorn, and ridicule.

213.

As a direct and proximate result of the libelous statements published by Defendants, Greene has suffered special damages in that he has suffered a permanent damage to his ability to engage in real estate transactions without having to explain the false accusations by Defendants or without being tainted in his future business dealings by the false accusations.

214.

As a direct and proximate result of the libelous statements published by Defendants, Greene has suffered special damages in that his candidacy for the Florida Democratic Party nomination for the United States Senate was unsuccessful and destroyed by the libelous statements.

215.

As a direct and proximate result of the libelous statements published by Defendants, Greene has suffered special damages in that he spent approximately \$24,000,000.00 on his unsuccessful candidacy for the Florida Democratic Party nomination.

216.

As set forth above, certain of the libelous statements published by Defendants were defamatory and libelous per se in that they charge Greene with crimes and impute actions to Greene that injure his professional reputation, entitling Greene to presumed damages.

217.

As set forth above, certain of the libelous statements published by Defendants were defamatory and libelous per se in that they impute an unsavory, salacious and disreputable character to Greene, injurious to both his personal and professional reputation.

218.

As a direct and proximate result of Defendants' simultaneous and joint libel of him, Greene suffered greater damage than would have been suffered if each Defendant individually libeled him as readers were mistakenly led to believe that two newspapers were independent sources for the false and defamatory reporting which gave greater combined credibility to the false and defamatory statements and hence, had a greater negative impact on Greene's reputation as a person, a businessman and a candidate for public office.

219.

The false and defamatory statements of Defendants were published with Constitutional actual malice.

220.

The conduct of Defendants demonstrates willful misconduct and an entire want of care that raises a conscious indifference to consequences.

221.

Greene is entitled to an award of punitive damages from Defendants in order to punish them for their unlawful conduct and to penalize and deter Defendants from repeating such unlawful and egregious conduct.

222.

By letter dated August 11, 2010, Greene demanded that Defendants the Times, Hundley, Baird, and the Times Editors correct and retract each libelous statement contained in *Article 1* and *Article 2* heretofore enumerated in this Complaint for Libel in full and strict compliance with the statutory requirements of Fla. Stat. § 770.01. (See Exhibit F.)

223.

By letter dated August 13, 2010, Greene demanded that Defendants the Times, Smith, and the Times Editors correct and retract each libelous statement contained in *Article 3* heretofore enumerated in this Complaint for Libel in full and strict compliance with the statutory requirements of Fla. Stat. § 770.01. (See Exhibit G.)

224.

By letter dated August 16, 2010, Greene demanded that Defendants the Herald and the Herald Editors correct and retract each libelous statement contained in *Articles 1* and *3* heretofore enumerated in this Complaint for Libel in full and strict compliance with the statutory requirements of Fla. Stat. § 770.01. (See Exhibit H.)

225.

Defendants refused to correct and retract the defamatory statements in compliance with Fla. Stat. § 770.02, continue to insist that they cannot be held legally accountable for their outrageous, unsubstantiated and false accusations against Greene, and have since the retraction demands continued to publish additional libelous statements about Greene.

226.

At the appropriate time, Greene will seek leave of Court to amend this Complaint for Libel to formally assert a claim for punitive damages against the Defendants.

**TRIAL BY JURY DEMANDED**

227.

Plaintiff Greene demands that this case be presented to and decided by a jury.

WHEREFORE, Plaintiff, Jeff Greene, demands:

- (a) Trial by jury;


(b) That judgment be entered against Defendants, Times Publishing Company d/b/a *St. Petersburg Times*, Kris Hundley, Caryn Baird, Adam C. Smith, John or Jane Does 1-6, Miami Herald Media Company d/b/a *The Miami Herald*, and John or Jane Does 7-12, jointly and severally, for compensatory damages in an amount not less than Two Hundred, Fifty Million Dollars (\$250,000,000.00);

(c) That, upon leave of Court being granted to formally add a claim for punitive damages, judgment be entered against Defendants, Times Publishing Company d/b/a *St. Petersburg Times*, Kris Hundley, Caryn Baird, Adam C. Smith, John or Jane Does 1-6, Miami Herald Media Company d/b/a *The Miami Herald* and John or Jane Does 7-12, jointly and severally, for punitive damages in an amount not less than in an amount not less than Two Hundred, Fifty Million Dollars (\$250,000,000.00);

(d) That all costs of this action be assessed against Defendants; and

(e) That this Court award such other relief as it deems equitable, just and proper.

Dated this the 1st day of September, 2010.



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