

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
CIVIL DIVISION**

ANNE L. WEINTRAUB,

Plaintiff,

vs.

CASE NO.: 2014-CA-002822-NC  
DIVISION: A

HALIFAX MEDIA GROUP, LLC, a Florida limited liability company d/b/a the Sarasota Herald-Tribune and d/b/a the Herald-Tribune Media Group and d/b/a www.heraldtribune.com; HALIFAX MEDIA HOLDINGS, LLC, a Delaware limited liability company d/b/a the Sarasota Herald-Tribune and d/b/a the Herald-Tribune Media Group and d/b/a www.heraldtribune.com; LDB MEDIA, LLC, a Florida limited liability Company d/b/a SNN Local News; JOSH SALMAN, an individual; MICHAEL BRAGA, an individual; MATTHEW SAUER, an individual; KEVIN McQUAID, an individual; BILL CHURCH, an individual; GARY E. LACEFIELD, an individual; LACEFIELD COMPLIANCE CONSULTING, LLC, a Texas limited liability company d/b/a The Risk Mitigation Group; DENNIS J. BLACK, an individual; MATTHEW D. WEIDNER, an individual; MATTHEW D. WEIDNER, P.A., a Florida professional association; and JOHN DOES 1-10, individuals,

Defendants.

---

**COMPLAINT**

Plaintiff, ANNE L. WEINTRAUB (“Weintraub”) sues the Defendants, HALIFAX MEDIA GROUP, LLC d/b/a the Sarasota Herald-Tribune and d/b/a the Herald-Tribune Media Group and d/b/a www.heraldtribune.com (“Halifax Media Group”), HALIFAX MEDIA HOLDINGS, LLC d/b/a the Sarasota Herald-Tribune and d/b/a the Herald-Tribune Media Group and d/b/a www.heraldtribune.com (“Halifax Media Holdings”), LDB

MEDIA LLC d/b/a SNN Local News (“LDB Media”), JOSH SALMAN (“Salman”), MICHAEL BRAGA (“Braga”), MATTHEW SAUER (“Sauer”), KEVIN McQUAID (“McQuaid”), BILL CHURCH (“Church”), GARY E. LACEFIELD (“Lacefield”), LACEFIELD COMPLIANCE CONSULTING, LLC, d/b/a The Risk Mitigation Group (“Risk Mitigation Group”), DENNIS J. BLACK (“Black”), MATTHEW D. WEIDNER (“Weidner”), MATTHEW D. WEIDNER, P.A. (“Weidner P.A.”), and JOHN DOES 1 through 10 (the “Unknown Media Defendants”), for libel and alleges as follows:

### Introduction

This action arises out of a breathtakingly reckless act of journalistic malpractice purposefully targeted at a young woman by an arrogant media conglomerate. Based on an “anonymous package” from an unknown and unidentified source, the Sarasota Herald-Tribune published on the front page of the Sunday edition an article of more than 2,100 words accusing Weintraub, a young real estate lawyer in Sarasota, of mortgage fraud in connection with three residential properties that she had purchased more than 8 years ago and had sold more than 4 years ago. The gist of the article was that Weintraub “simultaneously claimed” the three properties as her “primary residence,” thereby securing more favorable mortgage terms than she would otherwise have obtained. Each of the subject mortgages contains a provision that eliminates any requirement for the properties to be a primary residence if there is either a waiver by the bank or “extenuating circumstances.” The Sarasota Herald-Tribune knew of these provisions in the mortgages, knew that it had no information as to whether any waiver had been granted, and knew that it had no information as to whether there were extenuating circumstances. It knew these things, because the only two people that

could have provided such information – Weintraub and her mortgage lender, Sun Trust Bank – refused to discuss Weintraub’s confidential banking and personal information. Fully understanding that it lacked the information that would be essential to determining whether any fraud had been committed, the Sarasota Herald-Tribune nonetheless published the article accusing Weintraub of multiple instances of mortgage fraud. In short, Weintraub was intentionally and publicly defamed and humiliated by the Sarasota Herald-Tribune because she refused to discuss the details of her personal life and her confidential personal finances with the newspaper. No private citizen is obligated to reveal such information to the media, and should not be defamed merely for refusing to do so.

#### The Parties

1. The Plaintiff, Weintraub, is a resident of Sarasota, Florida, and is over the age of eighteen (18) years old.

2. The Defendant, Halifax Media Group, is a Florida limited liability company with its principal place of business in Daytona Beach, Florida. Halifax Media Group owns and operates the Sarasota Herald-Tribune, a daily newspaper of general circulation in Sarasota, Florida and the surrounding communities, and related media properties including but not limited to the website [www.heraldtribune.com](http://www.heraldtribune.com). Halifax Media Group does business under one or more fictitious names, including but not limited to the Sarasota Herald-Tribune, Herald-Tribune Media Group, and [www.heraldtribune.com](http://www.heraldtribune.com).

3. The Defendant, Halifax Media Holdings, is a Delaware limited liability company with its principal place of business in Daytona Beach, Florida. Halifax Media Holdings owns and operates the Sarasota Herald-Tribune, a daily newspaper of general

circulation in Sarasota, Florida and the surrounding communities, and related media properties including but not limited to the website [www.heraldtribune.com](http://www.heraldtribune.com). Halifax Media Holdings does business under one or more fictitious names, including but not limited to the Sarasota Herald-Tribune, Herald-Tribune Media Group, and [www.heraldtribune.com](http://www.heraldtribune.com).

4. The Defendant, LDB Media, is a Florida limited liability company with its principal place of business in Sarasota, Florida. It owns, operates and does business as SNN Local News, a television broadcast station.

5. The Defendant, Salman, is an individual over the age of eighteen (18) years old and is a resident of the State of Florida. At all times material to this action, Salman was employed by Halifax Media Group and/or Halifax Media Holdings as a business reporter for the Sarasota Herald-Tribune.

6. The Defendant, Braga, is an individual over the age of eighteen (18) years old and is a resident of the State of Florida. At all times material to this action, Braga was employed by Halifax Media Group and/or Halifax Media Holdings as an investigative reporter for the Sarasota Herald-Tribune.

7. The Defendant, Sauer, is an individual over the age of eighteen (18) years old and is a resident of the State of Florida. At all times material to this action, Sauer was employed by Halifax Media Group and/or Halifax Media Holdings as the Assistant Managing Editor, Metro/Business, of the Sarasota Herald-Tribune.

8. The Defendant, McQuaid, is an individual over the age of eighteen (18) years old and is a resident of the State of Florida. At all times material to this action,

McQuaid was employed by Halifax Media Group and/or Halifax Media Holdings as the Business Editor of the Sarasota Herald-Tribune.

9. The Defendant, Church, is an individual over the age of eighteen (18) years old and is a resident of the State of Florida. At all times material to this action, Church was employed by Halifax Media Group and/or Halifax Media Holdings as the Executive Editor of the Sarasota Herald-Tribune.

10. The Defendant, Lacefield, is an individual over the age of eighteen (18) years old and, upon information and belief, is a resident of the State of Texas.

11. The Defendant, Risk Mitigation Group, is a Texas limited liability company.

12. The Defendant, Black, is an individual over the age of eighteen (18) years old and is a resident of the State of Florida.

13. The Defendant, Weidner, is an individual over the age of eighteen (18) years old and is a resident of the State of Florida.

14. The Defendant, Weidner P.A., is a Florida professional association with its principal place of business in Pinellas County, Florida.

15. The Unknown Media Defendants are reporters, writers and/or editors of the Sarasota Herald-Tribune who wrote or edited any portion of the libelous articles described in this Complaint, but whose identities are currently unknown to Weintraub, who therefore sues these persons by these fictitious names. Weintraub will seek leave to amend the Complaint to state the true names of the fictitiously named defendants when their identities have been ascertained and will at such time cause them to be served with process.

16. At all times material to this action, Salman, Braga, Sauer, McQuaid and Church were each acting as individuals with their own motives and were also acting as agents and employees of the Sarasota Herald-Tribune. In committing the acts alleged in this Complaint, Salman, Braga, Sauer, McQuaid and Church were each acting within the course and scope of such agency and employment, and all of the acts committed by them were known to, accepted by, and ratified by the Sarasota Herald-Tribune.

#### Jurisdiction and Venue

17. This is an action for money damages in the amount of at least \$25 million dollars, exclusive of prejudgment interest, costs, attorneys' fees, and punitive damages, and is therefore within the subject matter jurisdiction of the Court.

18. The Defendant, Halifax Media Group, is a Florida limited liability company, maintains its principal place of business in Florida, conducts business in and throughout the State of Florida, is engaged in substantial and not isolated activities within Florida, and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

19. The Defendant, Halifax Media Holdings, is a Delaware limited liability company authorized and qualified to transact business in Florida, maintains its principal place of business in Florida, conducts business in and throughout the State of Florida, is engaged in substantial and not isolated activities within Florida, and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

20. The Defendant, LDB Media, is a Florida limited liability company, maintains its principal place of business in Florida, conducts business in and throughout

the State of Florida, is engaged in substantial and not isolated activities within Florida, and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

21. The Defendant, Salman, is a resident of Florida and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

22. The Defendant, Braga, is a resident of Florida and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

23. The Defendant, Sauer, is a resident of Florida and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

24. The Defendant, McQuaid, is a resident of Florida and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

25. The Defendant, Church, is a resident of Florida and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

26. The Defendant, Lacefield, is subject to personal jurisdiction in Florida pursuant to *Fla. Stat.* §48.193(1)(a)(2) because he committed the tortious act or acts described in this Complaint within the state. Specifically, Lacefield made false and defamatory statements about Weintraub, a Florida resident and attorney, to the Sarasota Herald-Tribune, a Florida newspaper, through one or more of its reporters

and/or editors, knowing and intending that such statements would be utilized by the Sarasota Herald-Tribune in connection with an article that it was preparing for publication in the state of Florida, and which false and defamatory statements were in fact published within the state of Florida as is more fully alleged below. Lacefield holds himself out as an expert in, among other things, mortgages and mortgage fraud, has provided services in those areas to attorneys, businesses, clients and others within Florida, has provided affidavits, given depositions and testified in court in cases relating to mortgages and alleged mortgage fraud in state and federal courts in Florida, has generated substantial income from such activities within Florida, and has otherwise availed himself of the privilege of acting as a purported expert in matters relating to mortgages and alleged mortgage fraud in Florida, thereby establishing such minimum contacts with the state so as to support the exercise of personal jurisdiction over him by a Florida court. Lacefield purposefully directed his activities toward the state of Florida and could reasonably anticipate being haled into court in Florida based on such activities in Florida and directed at Florida residents. Moreover, subjecting Lacefield to personal jurisdiction in Florida based on such activities does not offend traditional notions of fair play and substantial justice. *See, e.g., Casita, L.P. v. Maplewood Equity Partners L.P.*, 960 So.2d 854 (Fla. 3 DCA 2007); *Smith v. Cuban American National Foundation*, 657 So.2d 86 (Fla. 3 DCA 1995); *Madara v. Hall*, 916 F.2d 1510 (11th Cir. 1990); *Hoechst v. Nylon Engineering Resins, Inc.*, 896 F. Supp. 1190 (M.D. Fla. 1995). In the alternative, Lacefield is subject to personal jurisdiction in Florida pursuant to *Fla. Stat. §48.193(2)*, because he is engaged in substantial and not isolated activities within

the state, including but not limited to his activities as a purported expert in mortgages and mortgage fraud described herein.

27. The Defendant, Risk Mitigation Group, is subject to personal jurisdiction in Florida pursuant to *Fla. Stat.* §48.193(1)(a)(2) because it committed the tortious act or acts described in this Complaint within the state. Specifically, acting through Lacefield, Risk Mitigation Group made false and defamatory statements about Weintraub, a Florida resident and attorney, to the Sarasota Herald-Tribune, a Florida newspaper, through one or more of its reporters and/or editors, knowing and intending that such statements would be utilized by the Sarasota Herald-Tribune in connection with an article that it was preparing for publication in the state of Florida, and which false and defamatory statements were in fact published within the state of Florida as is more fully alleged below. Risk Mitigation Group holds itself out as an expert in, among other things, mortgages and mortgage fraud, has provided services in those areas to attorneys, businesses, clients and others within Florida, has provided affidavits, given depositions and testified in court in cases relating to mortgages and alleged mortgage fraud in state and federal courts in Florida, has generated substantial income from such activities within Florida, and has otherwise availed itself of the privilege of acting as an expert in matters relating to mortgages and alleged mortgage fraud and otherwise doing business in Florida, thereby establishing such minimum contacts with the state so as to support the exercise of personal jurisdiction over it by a Florida court. Risk Mitigation Group purposefully directed its activities toward the state of Florida and could reasonably anticipate being haled into court in Florida based on such activities in Florida and directed at Florida residents. Moreover, subjecting Risk Mitigation Group to

personal jurisdiction in Florida based on such activities does not offend traditional notions of fair play and substantial justice. See, e.g., *Casita, L.P. v. Maplewood Equity Partners L.P.*, 960 So.2d 854 (Fla. 3 DCA 2007); *Smith v. Cuban American National Foundation*, 657 So.2d 86 (Fla. 3 DCA 1995); *Madara v. Hall*, 916 F.2d 1510 (11th Cir. 1990); *Hoechst v. Nylon Engineering Resins, Inc.*, 896 F. Supp. 1190 (M.D. Fla. 1995). In the alternative, Risk Mitigation Group is subject to personal jurisdiction in Florida pursuant to *Fla. Stat.* §48.193(2), because it is engaged in substantial and not isolated activities within the state, including but not limited to activities as a purported expert in mortgages and mortgage fraud described herein.

28. The Defendant, Black, is a resident of Florida, is licensed by the State of Florida as a real estate broker (License No. BK81814), a general instructor (License No. GA1000095) and as a certified general real estate appraiser (License No. RZ2377), is engaged in business in Florida as a real estate broker, a general instructor, a real estate appraiser, or otherwise, and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

29. The Defendant, Weidner, is a resident of Florida, is engaged in the practice of law in Florida, and committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

30. The Defendant, Weidner P.A., is a Florida corporation with its principal place of business in Pinellas County, from which it conducts business – a law practice – within the state. Weidner, P.A., acting through Weidner, committed the acts complained of herein in Florida, and is therefore and otherwise subject to personal jurisdiction in Florida.

31. The Unknown Media Defendants are, upon information and belief, residents of Florida who will upon being identified be shown to be subject to personal jurisdiction in Florida.

32. Venue in Sarasota County is proper, either because the Defendants reside in Sarasota County or because this cause of action accrued in Sarasota County, where the libelous statements alleged in this Complaint were published. 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.”); see also, *Casita, L.P. v. Maplewood Equity Partners L.P.*, 960 So.2d 854 (Fla. 3 DCA 2007)(“the tort of defamation is committed in the place where it is published”).

#### Factual Background

33. At all times material to this action and at the time of the publication, Weintraub was an attorney engaged in the private practice of law in Sarasota.

34. At the time of the publication, Weintraub was thirty-six (36) years old and had been engaged in the private practice of law for approximately 10 years. Weintraub’s legal practice focused on real property transactions and closings, title insurance and foreclosure avoidance. For example, Weintraub assisted her clients with such matters as short sales, deeds in lieu of foreclosure, purchasing bank-owned properties, and negotiations with mortgage lenders.

35. As is typical of members of the professional community in general and of the legal profession in particular, Weintraub was and is involved in a variety of civic, community and professional activities and was a member of various civic, charitable and professional organizations. Among other things, Weintraub has served as a

member of the Campus Board for the University of South Florida Sarasota-Manatee, a member of the Board of the Boys and Girls Clubs of Sarasota County, and a member of the Board for the Joshua Chapnick Epilepsy Endowment Fund. Weintraub recently served as Chair of the American Cancer Society's Cattle Baron's Ball fundraiser and as Co-Chair of the Hermitage Artists Retreat's Artful Lobster fundraiser.

36. Weintraub is also a past Chairwoman of the Sarasota Association of Realtors and the Sarasota County Bar Association's Realtor-Attorney Joint Committee.

37. Weintraub occasionally speaks and writes on the subject of real estate and foreclosures, and for a time appeared on a weekly viewer call-in program called "Real Estate Talk With Anne Weintraub" that was produced by and aired on WWSB ABC-7 News in Sarasota.

38. Prior to January 27, 2014, Weintraub was known to the Sarasota Herald-Tribune and its reporters and editors, including but not limited to Salman, Braga and McQuaid.

39. The relationship between Weintraub and the Sarasota Herald-Tribune, its reporters and editors was, prior to January 27, 2014, cordial and professional and was seemingly based on mutual personal and professional respect.

40. As a result of the relationship between Weintraub and the Sarasota Herald-Tribune, Weintraub and reporters and editors of the Sarasota Herald-Tribune would occasionally meet socially, including meeting for lunch. These meetings would often be scheduled irrespective of whether the Sarasota Herald-Tribune was seeking comment or input from Weintraub on any particular news story or event.

41. One such lunch meeting had been scheduled between Weintraub and Salman for January 28, 2014. There was no agenda for the meeting and no specific topics of discussion had been identified or agreed to in advance of the lunch date.

42. On January 27, 2014, the day before the scheduled lunch meeting, Salman emailed Weintraub and stated, "Our business editor Kevin McQuaid will be joining us for lunch tomorrow, as long as that is OK with you. We have something we need to discuss with you. See you then!"

43. Weintraub had no reason to object to McQuaid attending the lunch, as she knew McQuaid from previous professional dealings and was fond of him. Thus, shortly after receiving Salman's email, Weintraub responded, "I love Kevin, sure."

44. Salman immediately responded and stated only, "Cool. See you then!"

45. Shortly before 11 a.m. on January 28, 2014, Salman emailed Weintraub and suggested that the lunch meeting take place at Shakespeare's at noon. Weintraub agreed, not knowing that Salman and McQuaid were planning to ambush her at lunch with accusations of fraud, deceit and other legal, moral, ethical and financial improprieties in certain personal real estate transactions that Weintraub had been involved in many years earlier, in 2005 and 2006.

46. Weintraub met Salman and McQuaid at Shakespeare's at noon on January 28, 2014, as scheduled.

47. Weintraub, Salman and McQuaid were seated for lunch. After some brief social conversation and without any prior warning, Salman and McQuaid for the first time advised Weintraub that the Sarasota Herald-Tribune had recently received an "anonymous package" in which it was suggested that Weintraub had engaged in

“questionable and possibly fraudulent dealings” in connection with three personal real estate transactions in 2005 and 2006 in which Weintraub was the purchaser. The gist of the anonymous letter was the claim that in each of the three residential purchases, Weintraub had indicated that the property was intended to be her primary residence. The anonymous letter stated, “How can this be three primary residences? Is this mortgage fraud? Sure looks like it.”

48. Weintraub was stunned and shocked by these allegations, not only because of the nature of the allegations themselves, which are repugnant, but due to the manner in which Salman and McQuaid -- in a planned, coordinated and deliberate ambush – presented these allegations to her for the first time.

49. Weintraub immediately became emotionally distraught by the allegations presented by Salman and McQuaid. Although Weintraub knew that she had never committed mortgage fraud as was being alleged, she was (not surprisingly under the circumstances) unable to recall the details of real estate transactions that had taken place more than eight (8) years earlier and which involved properties that she had not owned for approximately five (5) years.

50. Weintraub left the lunch meeting, upset and emotionally distraught. Before departing, she requested a copy of the “anonymous letter” that the Sarasota Herald-Tribune claimed it had received. Salman and McQuaid gave her a copy of what they represented to her was that “anonymous letter.” A true and correct copy of the “anonymous letter” as provided to Weintraub by Salman and McQuaid at the January 28, 2014, lunch meeting is attached hereto as **Exhibit 1**.

51. Later in the afternoon of January 28, 2014, Weintraub emailed Salman and McQuaid and warned them unequivocally that “The story cannot be printed because it is untrue . . . .”

52. In response, Salman began a campaign of bullying and intimidation against Weintraub intended to compel her to reveal and divulge to the newspaper the intimate and confidential details of her private life and her personal finances, under the threat of the Sarasota Herald-tribune publicly accusing her of mortgage fraud if she failed to do so.

53. Later on January 28, 2014, Salman emailed Weintraub and demanded that Weintraub bring a representative of Sun Trust to a meeting with the Sarasota Herald-Tribune to “explain the bank’s side of this.”

54. In the same email, Salman said “It would also be helpful for you to bring any documents you may have, as pertaining to these loans, that cannot be found in public court records. Any other document you have that could help dispel inaccuracies also would be appreciated very much.”

55. Weintraub responded by refusing to provide the Sarasota Herald-Tribune with the personal, private and confidential information they were demanding from her.

56. Salman’s campaign to gain access to Weintraub’s personal, private and confidential information continued on into the night of January 28. At 9:05 p.m., Salman emailed Weintraub again, stating “If you have any documents, records or testimony that supports your stance . . . it is extremely important that you show them to me.” He further demanded that Weintraub answer a series of specific questions, all of which would have required her to divulge personal, private and confidential banking and financial matters.

57. Weintraub again refused to reveal her personal, private and confidential information to the newspaper.

58. The Sarasota Herald-tribune's relentless and inquisitorial badgering of Weintraub continued over a period of days.

59. On January 30, 2014, Salman emailed Weintraub and stated "It's important that you tell us why you believe this packet [i.e., the anonymous letter] (and the records we were able to locate) were in any way at all inaccurate. Anything you can provide whether it be records, testimony or whatever could help."

60. Weintraub again refused to reveal her personal, private and confidential information to the Sarasota Herald-Tribune. On January 30, 2014, at 6:12 p.m., Weintraub emailed Salman and McQuaid and stated "My personal and professional business dealings are – and have been – legal, appropriate and above board. Any allegations to the contrary are malicious, false, and slanderous. Therefore, I consider this matter closed."

61. On February 13, 2014, Salman emailed Weintraub and stated "As per our previous discussions, we will be writing a story on your SunTrust mortgages based on the information in the public records of Sarasota and Manatee counties. You have previously declined to address the substance of the documents. We want to ask you one more time before we publish if you would respond – as specifically as possible – to the following questions. If so, please respond by noon on Friday (February 14)." What followed was a series of 8 questions, all directed to Weintraub's personal, private and confidential information, including financial and banking information.

62. Weintraub again refused to respond to the Sarasota Herald-Tribune's demands for such information.

#### Publication of the Libelous Article

63. On Sunday, February 16, 2014, the Sarasota Herald-Tribune published on Page 1A, above the fold, an article entitled "Property lawyer's own homes raise issue." The article occupied substantially all of the right-hand column of Page A1 and the entirety of Page 14A. It included photographs of Weintraub on both pages of the article. It also included a prominent graphic on Page 14A captioned "Anne Weintraub's home deals and mortgages." The article, including its incorporated headlines, photographs, graphics and captions, is hereinafter referred to as the "Libelous Article." A true and correct copy of the Libelous Article, as it appeared in print in the Sarasota Herald-Tribune on February 16, 2014, is attached hereto and incorporated herein as **Exhibit 2**.

64. Identical or substantially similar versions of the Libelous Article were also published on the Sarasota Herald-Tribune's website, [www.heraldtribune.com](http://www.heraldtribune.com), beginning on or about February 16, 2014.

65. One identical or substantially similar version of the Libelous Article was published at <http://www.heraldtribune.com/article/20140216/ARTICLE/140219729> under the headline "Questions about real estate lawyer's mortgages." A true and correct copy of this version of the Libelous Article is attached hereto and incorporated herein as **Exhibit 3**.

66. Another identical or substantially similar version of the Libelous Article was published at <http://www.heraldtribune.com/article/20140216/ARCHIVES/402161021> under the headline "Property lawyer's own homes raise issue." A true and correct copy

of this version of the Libelous Article is attached hereto and incorporated herein as **Exhibit 4.**

67. The online versions of the Libelous Article described in the two preceding paragraphs remain available on the Sarasota Herald-Tribune's website as of the date of the filing of this Complaint and to the best of Weintraub's knowledge and belief have been published and available on the website continuously since on or about February 16, 2014.

68. According to the Sarasota Herald-Tribune's own 2014 Media Kit, the Sarasota Herald-Tribune's market includes a total population of more than 718,000 people, of whom approximately 592,000 are adults, and more than 318,000 total households.

69. Also according to the Sarasota Herald-Tribune's own 2014 Media Kit, the [www.heraldtribune.com](http://www.heraldtribune.com) website has average monthly traffic of 9 million page views and almost 1 million unique visitors. The mobile version of the website adds another 1.7 million page views and 236,000 unique visitors monthly, on average.

70. As reported in the Sarasota Herald-Tribune's 2014 Media Kit, "5 out of 10 adults read the Herald-Tribune, in print or digital."

71. According to the Sarasota Herald-Tribune's own records, the Libelous Article was the most read article on the [www.heraldtribune.com](http://www.heraldtribune.com) website on February 17, 2014.

72. Moreover, through the inevitable and unstoppable power of the internet, the Libelous Article was captured, preserved, linked to, republished and further distributed and disseminated by numerous other websites, including but not limited to:

[www.wn.com](http://www.wn.com), [www.leoaffairs.com](http://www.leoaffairs.com), [www.muckrack.com](http://www.muckrack.com), [www.housingwire.com](http://www.housingwire.com),  
[www.thecapitaltimes.org](http://www.thecapitaltimes.org), [www.us.topnewstoday.org](http://www.us.topnewstoday.org),  
[www.propertyinvestormagazine.net](http://www.propertyinvestormagazine.net), [www.mortgagepromissorynote.com](http://www.mortgagepromissorynote.com),  
[www.leverageloans.com](http://www.leverageloans.com), [www.city-data.com](http://www.city-data.com), and, upon information and belief,  
numerous other sites.

73. In addition, Salman published and republished the Libelous Article via a hyperlink on his Twitter account (@JoshSalman) on February 16, 2014, and thereafter. Salman claims to have more than 1,000 followers on his Twitter account and his “tweeting” of the Libelous Article was both a further dissemination and distribution of the Libelous Article to a different audience and an invitation to his followers to “re-tweet” the Libelous Article to their followers. Following the publication of the Libelous Article on Salman’s Twitter account, it was in fact “re-tweeted” by others, thereby being re-published and disseminated even further as Salman intended when he originally tweeted the Libelous Article. Salman’s posting of the Libelous Article on his Twitter account was intentional and was done for the express purpose of ensuring the widest and broadest possible dissemination and distribution of the Libelous Article. A copy of the pertinent portion of Salman’s Twitter account feed, reflecting his publication and re-publication of the Libelous Article and the “re-tweeting” of it by others, is attached hereto as **Exhibit 5**.

74. In addition, the Sarasota Herald-Tribune published and republished the Libelous Article via a hyperlink on its Twitter account (@Herald-Tribune) on February 17, 2014, and thereafter. The Sarasota Herald-Tribune claims to have 11,300 followers on this Twitter account and its “tweeting” of the Libelous Article was both a further

dissemination and distribution of the Libelous Article to a different audience and an invitation to its followers to “re-tweet” the Libelous Article to their followers. Following the publication of the Libelous Article on the Sarasota Herald-Tribune’s Twitter account, it was, upon information and belief, “re-tweeted” by others, thereby being re-published and disseminated even further as the Sarasota Herald-Tribune intended when it originally tweeted the Libelous Article. The Sarasota Herald-Tribune’s posting of the Libelous Article on its Twitter account was intentional and was done for the express purpose of ensuring the widest and broadest possible dissemination and distribution of the Libelous Article. A copy of the pertinent portion Sarasota Herald-Tribune’s Twitter account feed, reflecting its publication and re-publication of the Libelous Article, is attached hereto as **Exhibit 6**.

75. In addition, the Sarasota Herald-Tribune published and republished the Libelous Article via a hyperlink on its separate business news Twitter account (@Sarasota H-T Biz) on February 17, 2014, and thereafter. The Sarasota Herald-Tribune claims to have 3,484 followers on this Twitter account and its “tweeting” of the Libelous Article was both a further dissemination and distribution of the Libelous Article to a different audience and an invitation to its followers to “re-tweet” the Libelous Article to their followers. Following the publication of the Libelous Article on the Sarasota Herald-Tribune’s Twitter account, it was, upon information and belief, “re-tweeted” by others, thereby being re-published and disseminated even further as the Sarasota Herald-Tribune intended when it originally tweeted the Libelous Article. The Sarasota Herald-Tribune’s posting of the Libelous Article on its Twitter account was intentional and was done for the express purpose of ensuring the widest and broadest possible

dissemination and distribution of the Libelous Article. A copy of the pertinent portion Sarasota Herald-Tribune's business news Twitter account feed, reflecting its publication and re-publication of the Libelous Article, is attached hereto as **Exhibit 7**.

76. The Libelous Article was then "retweeted" by numerous other persons and organizations both inside and outside of Florida, thereby being re-published and disseminated even further as the Sarasota Herald-Tribune intended when it originally tweeted the Libelous Article. This first level of "retweeting" by others includes at least 20 persons or organizations claiming, collectively, nearly 30,000 followers.

77. Weintraub has not yet investigated or calculated the extent of any further tweeting or re-tweeting of the Libelous Article, but based on the inherent qualities and characteristics of Twitter and comparable social media, the universe of persons to whom the Libelous Article will by now have been disseminated has expanded geometrically and likely numbers in the millions. Such further distribution and dissemination of the Libelous Article is the natural and direct result and consequence of the actions of the Sarasota Herald-Tribune and its employees.

78. In addition, Lacefield and Risk Mitigation Group published, republished and further disseminated the Libelous Article via hyperlinks on the Risk Mitigation Group website on that site's home page at <http://riskmitigation.net> and on a subsidiary page at <http://riskmitigation.net/articles>. The posting of the hyperlinks by Lacefield and Risk Mitigation Group was a further dissemination and distribution of the Libelous Article to a different audience. This further dissemination and distribution of the Libelous Article by Lacefield and Risk Mitigation Group was done intentionally and for their own respective personal and business purposes, and for the express purpose of ensuring the widest

and broadest possible dissemination and distribution of the Libelous Article. True and correct copies of the webpages showing the posting and hyperlinking to the Libelous Article are attached here to as **Exhibit 8** and **Exhibit 9**.

79. LDB Media broadcast portions of the Libelous Article or some of the Libelous Statements over the air on multiple occasions between approximately February 16 through 18, 2014. Because of the transitory nature of television broadcast signals, Weintraub cannot allege with specificity which of the Libelous Statements or which portions of the Libelous Article were broadcast by LDB Media and cannot allege with any greater specificity the dates and times of such broadcasts. However, such information will be obtainable through the business and broadcast records of LDB Media in discovery in this action.

80. Lacefield, acting on his own behalf and on behalf of Risk Mitigation Group and in the course and scope of his employment by Risk Mitigation Group, made the statements attributed to him in the Libelous Article to one or more employees of the Sarasota Herald-Tribune, intending, understanding and for the express purpose that such statements would be published in the Sarasota Herald-Tribune.

81. Black made the statements attributed to him in the Libelous Article to one or more employees of the Sarasota Herald-Tribune, intending, understanding and for the express purpose that such statements would be published in the Sarasota Herald-Tribune.

82. Weidner, acting on his own behalf and on behalf of Weidner P.A. and in the course and scope of his employment by Weidner P.A., made the statements attributed to him in the Libelous Article to one or more employees of the Sarasota

Herald-Tribune, intending, understanding and for the express purpose that such statements would be published in the Sarasota Herald-Tribune.

Falsity

83. The Defendants Halifax Media Group, Halifax Media Holdings, Salman, Braga, Sauer, McQuaid, Church, Lacefield, Risk Mitigation Group, Black, Weidner, Weidner P.A., and the Unknown Media Defendants, acting in concert with each other, published the following statements about Weintraub in the Libelous Article:

- (a) **“One of Southwest Florida’s most prominent real estate lawyers financed more than \$1 million worth of personal real estate during the boom – simultaneously claiming all three homes as her primary residence, which experts say violated her mortgage terms.”** This statement is substantially and materially false because, among other things, Weintraub did not simultaneously claim all three homes as her primary residence and did not violate the terms of any of the applicable mortgages.
- (b) **“Experts, shown the results of the investigation, said Weintraub provided false information to a regional bank when she refinanced loans on three separate properties – all within a few months of when the original mortgages were obtained.”** This statement is substantially and materially false because, among other things, the “experts” referred to may or may not have any particular expertise that is pertinent to the allegations made in the Libelous Article, because one or more of the “experts” were not shown the

results of the “investigation” (but had information, including Weintraub’s identity, withheld from them), because any “investigation” purportedly conducted was patently inadequate and insufficient to make a determination as to whether mortgage fraud had been committed, and because Weintraub did not provide false information to a regional bank.

**(c) “After the anonymous package was left at the newspaper, the Herald-Tribune confirmed its accuracy through an independent review of official records.”** This statement is substantially and materially false because, among other things, the information contained in the “anonymous package” was not accurate, and therefore its accuracy could not be confirmed by the Sarasota Herald-Tribune or anyone else, because any “investigation” purportedly conducted was patently inadequate and insufficient to make a determination as to whether mortgage fraud had been committed, because any review of official records conducted by the Sarasota Herald-Tribune was not independent, and because the contents of the official records reviewed are patently inadequate and insufficient to make a determination as to whether mortgage fraud had been committed.

**(d) “Experts contacted by the Herald-Tribune said the inaccuracies in Weintraub’s mortgage documents allowed her to secure hundreds of thousands in loans she might not have been entitled**

**to receive.”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because there are no inaccuracies in the mortgage documents, and because Weintraub did not receive loans that she was not entitled to receive.

**(e) “It appears as if it is occupancy fraud,’ said Gary Lacefield, a certified fraud examiner, who reviewed court documents detailing Weintraub’s purchases and loans at the request of the Herald-Tribune. ‘It would be logistically impossible for someone to owner-occupy all of those properties at once. All of the red flags are there.”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because any documents reviewed by Lacefield were patently inadequate and insufficient to make a determination as to whether mortgage fraud had been committed, because it is not “logistically impossible” to owner-occupy multiple residences within a 15-month time period when the waiver and extenuating circumstances provisions of the mortgages are taken into account and where such waivers or extenuating circumstances exist, because the Libelous Article fails to disclose what “all of the red flags” are that are supposedly there, and because not “all of the red flags” of occupancy fraud are present (and indeed most are not present).

**(f) “The Herald-Tribune reviewed hundreds of pages of court documents related to Weintraub’s personal mortgages. A trio of experts analyzed that same material at the news organization’s request – each reaching similar conclusions.”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because any documents reviewed by the Sarasota Herald-Tribune experts were patently inadequate and insufficient to make a determination as to whether mortgage fraud had been committed, and because any expert’s conclusion that mortgage fraud was committed is as false as the Sarasota Herald-Tribune’s conclusion to that effect.

**(g) “Local bankers, attorneys and law enforcement agents also were asked about the documents without being provided Weintraub’s name; they were told only that the documents pertained to a ‘prominent real estate lawyer.’ They warned that these loans appear to have violated federal and state statutes.** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because any documents reviewed by the referenced persons were patently inadequate and insufficient to make a determination as to whether mortgage fraud had been committed, and because the loans did not violate any applicable state or federal statutes.

**(h) ‘Whenever you misrepresent as an applicant a material fact that the lender would use to make a decision, that could fall into mortgage fraud,’ said J. Scanlan, special agent supervisor with the Florida Department of Law Enforcement in Sarasota, who was not provided with Weintraub’s name. When you talk about an insider in the industry, they should have known, and they definitely are held to a higher standard.’”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because Weintraub did not make any material misrepresentation to Sun Trust in connection with any of the subject mortgages or loans, because Sun Trust at all times had both actual and constructive knowledge of the previous loans it had granted to Weintraub, because each mortgage loan was a fully documented loan, including a full credit report, and because there was nothing for Weintraub to “have known,” because there was no mortgage fraud committed.

**(i) “In doing so, she violated the conditions of her previous mortgages because they still required her to be living at the Bentgrass Drive residence, according to 2005 promissory notes dated May 25 and Aug. 10.”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because the Bentgrass Drive property was no longer Weintraub’s primary residence or intended to be her primary

residence at the time she purchased the Longboat Key property, and because there is no mortgage dated August 10, 2005, secured by the Bentgrass Drive property.

(j) **“You cannot have two primary residences – it’s as simple as that,”** said Dennis Black, a Port Charlotte property appraiser who has been enlisted as an expert witness on mortgage-related fraud cases for the Federal Financial Institutions Examination Council. **“Therefore, the subsequent applications are fraudulent.”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because Weintraub did not have or claim to have at the same time two primary residences, and because the mortgage applications were not fraudulent.

(k) **“Because Sun Trust was the lender on each loan, experts say it would have been possible for the bank to have given Weintraub verbal consent to disregard the primary-residence clauses – even though the mortgages require that waiver in writing and it still would have violated the terms of the loan.”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because Weintraub did not violate the terms or conditions of any of her mortgages, and because each of the subject properties was intended to be Weintraub’s primary residence at the time she obtained any mortgage secured by property on that basis, and because an oral waiver of the primary residence

requirement by Sun Trust in any instance, if granted, would have been as legally effective and binding to waive the primary residence requirement as if such a waiver had been in writing.

- (l) **“She again declared the unit her primary residence, court records show. Experts said that violated the mortgage requirements for the Bentgrass unit stipulating that she ‘occupy, establish and use the property.’”** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because the Longboat Key property was intended to be Weintraub’s primary residence at the time she obtained any mortgage secured by it, and because Weintraub did not violate any of the terms or conditions of any mortgage on the Bentgrass Drive property.
- (m) **“That December, Weintraub refinanced the Bentgrass Drive condo with two additional loans from Sun Trust. That financing allowed her to pay off the existing \$250,000 note and resulted in at least \$39,700 left over, according to the official records. On those documents, she also indicated the Bentgrass Drive condo would be her primary residence. ‘She’s got very big problems,’ said Matt Weidner, a St. Petersburg foreclosure lawyer, who reviewed the documents at the request of the Herald-Tribune. ‘The feds have certainly prosecuted others for far less, and her position in this area is very problematic for her.’”** This statement is substantially and materially false because, among other things,

Weintraub did not commit occupancy fraud, because the Bentgrass Drive property was intended to be Weintraub's primary residence at the time she obtained any mortgage secured by it, because Weintraub does not have "very big problems" and is in fact not under any investigation by any law enforcement agency as a result of the matters discussed in the Libelous Article, because Weintraub is not under any threat of criminal prosecution as the result of such matters, because "the feds" have not prosecuted others "for far less," and because Weintraub's position is not "problematic."

**(n) "It could not be determined whether bank loan underwriters ran credit reports on each loan or checked to see if the primary-residence clause or other stipulations were met."** This statement is substantially and materially false because, among other things, Weintraub did not commit occupancy fraud, because it could in fact be determined whether the loan underwriters ran credit reports in each instance by an examination of the loan files, and because it could in fact be determined whether the loan underwriters checked as to the primary-residence status of each property in connection with each loan by an examination of the loan files.

84. The Defendants Halifax Media Group, Halifax Media Holdings, Salman, Braga, Sauer, McQuaid, Church, Lacefield, Risk Mitigation Group, Black, Weidner, Weidner P.A., and the Unknown Media Defendants, acting in concert with each other, also published the following statements about Weintraub in the Libelous Article, which

statements, even if literally true, are false and defamatory in their implication by virtue of their juxtaposition with other statements contained in the Libelous Article in the context of the Libelous Article as a whole:

- (a) **“When the economy slumped into recession, that lawyer, Anne Weintraub, defaulted on those loans, costing a federally insured lender an estimated \$500,000 in losses, according to a Herald-Tribune investigation.”**
- (b) **“In each case, Weintraub indicated the homes would be her primary residence, according to a review of Clerk of the Court documents and property records. Banking and mortgage experts said that this designation would have let her qualify for more attractive interest rates and lower fees on her loans.”**
- (c) **“ . . . neither local law enforcement nor the Florida Bar are investigating her over any complaints.”**
- (d) **“After defaulting on the loans, she sold each home through a short sale — resulting in a direct principal loss of as much as \$537,500 to SunTrust Bank, court records show.”**
- (e) **“During the lunch interview, Weintraub provided no explanation for why the documents listed multiple homes as her primary residence, other than to claim the person who sent the material to the newspaper was out to get her. She repeatedly declined requests for followup interviews, saying only that the claims were ‘baseless.’”**

(f) “While working for prominent area law firm Icard Merrill in May 2005, Weintraub bought a 1,395-square-foot condo on Sarasota's Bentgrass Drive for \$250,000. She financed the deal with two loans from SunTrust Bank, indicating on loan documents that the condo would be her primary residence. At the time, she listed her mailing address as a unit in the Ritz-Carlton Sarasota, property records show. Since November 2004, that same Ritz-Carlton condo has been listed as her address with the Sarasota County Supervisor of Elections Office. A clause in the mortgage used to purchase the Bentgrass Drive condo mandated that Weintraub ‘occupy, establish and use the property as the borrower's principal residence within 60 days.’ It also stated that Weintraub ‘shall continue to occupy the property as the borrower's principal residence for at least one year after the date of occupancy, unless the lender otherwise agrees in writing . . . or unless extenuating circumstances exist which are beyond the borrower's control.’ Three months later, Weintraub bought another condo in Longboat Key's Beach Harbor Club, this time for \$355,000. On that deed, she again listed the Ritz-Carlton as her mailing address, records show. She borrowed \$355,000 from SunTrust to finance the deal without a down payment. On those loans, Weintraub pledged that the Longboat Key condo would become her primary home, according to documents she signed.”

- (g) “The second page of a standard Florida mortgage form — like the ones that SunTrust used in Weintraub's transactions — indicates whether the loan is for a primary home, secondary residence or investment property. Secondary and investment loans require certain supporting documents, known in the industry as ‘riders.’ Records of Weintraub's transactions in official public files do not contain riders for either a second home or an investment property.”
- (h) “When questioned about the deals by the Herald-Tribune, Weintraub did not provide any written documents showing SunTrust had agreed to forgo the primary-residence stipulation. She also did not offer any ‘extenuating circumstances,’ which would have allowed her to avoid the primary-residence mandates under the language of her mortgage.”
- (i) “SunTrust declined to provide any documents related to the transactions, citing its private client relationship with Weintraub.”
- (j) “Weintraub provided no records of such a conversation. SunTrust cited the privacy of a client relationship when asked about such a waiver. That conversation would have been unlikely because it would have meant the lender could no longer sell the loan on the secondary market, a common occurrence with home mortgages, said Mark Hanewich, a Sarasota real estate attorney. ‘Primary-home loans are the best terms because they're the preferred

product that the secondary buyer will be looking for,' Hanewich said. 'If I'm the borrower, and I'm not living there in six months, I'm struggling because I don't have any kind of argument.'”

(k) “Less than one year after the Longboat Key purchase, Weintraub bought a house at Stoneybrook in the Heritage Harbour Golf and Country Club in Manatee County. That \$435,049 acquisition represented her third local real estate holding, according to court and property records. As with her previous two home deals, she listed a Ritz-Carlton condo as her mailing address. Weintraub told the Herald-Tribune at the lunch meeting that the condo belonged to her husband.”

(l) “But two months later, Weintraub refinanced the Stoneybrook residence with two fresh SunTrust loans for a combined \$409,500. This time, the property was listed as a primary residence on mortgage documents filed with Manatee County.”

(m) “Weintraub received two notices of default in September 2009, followed by another foreclosure filing less than six months later.”

(n) “She ultimately agreed to a short sale for all three properties, resulting in as much as \$537,500 in principal losses for SunTrust, court records show.”

(o) “During the mid-2000s housing boom, many lending standards were ignored, leading to defaults and a string of bank failures that

**helped push the nation into the deepest economic recession in 70 years.”**

**(p) “Legal experts told the Herald-Tribune that Weintraub's mortgages could warrant an ethics investigation from the Florida Bar Association, which regulates professional lawyer conduct and may suspend an attorney's license to practice in Florida. The Bar has no open cases pending against Weintraub. She has no public disciplinary history. Bar officials could not comment on specific circumstances involving an attorney, but said ‘honesty and integrity’ are a top priority.” Attorneys are dealing with people at their most vulnerable moments, and people entrust them with their livelihoods,’ said Adria Quintela, director of lawyer regulation for the Florida Bar. They're absolutely held to a higher standard.”**

The foregoing statements falsely imply and are intended to falsely imply that Weintraub committed mortgage fraud, an illegal and criminal act, on multiple occasions and that such fraud caused or contributed to financial losses by Sun Trust.

85. The statements alleged in Paragraphs 83 and 84 are hereinafter referred to as the “Libelous Statements.”

86. The Libelous Statements contained in the Libelous Article are substantially and materially false or are false by implication for the reasons set forth above.

87. The Libelous Statements contained in the Libelous Article are so numerous and pervasive in number and so significant in substance so as to render the entire Libelous Article false when considered as a whole.

The Defamatory Nature of the Libelous Statements and the Libelous Article

88. The gist and sting of the Libelous Article and the Libelous Statements, as they would be read and understood by a common or average reader in the audience to which they were directed, is that Weintraub:

- (a) is a dishonest and untruthful person;
- (b) is an unethical person;
- (c) engaged in multiple financial improprieties in her personal real estate transactions with Sun Trust;
- (d) lied to, deceived and defrauded Sun Trust for her personal financial gain;
- (e) committed multiple acts of mortgage fraud; and
- (f) committed multiple illegal or criminal acts.

89. The Libelous Statements and the Libelous Article are defamatory because they charge Weintraub with fraud, crimes, and illegal activities, they tend to degrade Weintraub and to bring her into ill repute, they tend to destroy the confidence of her neighbors and the community in her integrity and to cause other like injury, and they subject Weintraub to hatred, distrust, ridicule, contempt, or disgrace.

90. The Libelous Statements and the Libelous Article also tend to injure Weintraub in her business or profession as a real estate attorney.

91. The Libelous Statements and the Libelous Article, as published, would have a different effect on the mind of the reader from that which the pleaded truth would have produced.

92. The Libelous Statements and the Libelous Article as a whole are defamatory and defamatory per se.

#### Weintraub Has Suffered Damages

93. As a direct and proximate result of the Libelous Statements published by the Defendants and of the Libelous Article as a whole, Weintraub's reputation as an individual, as an attorney generally and as a real estate attorney in particular has been permanently damaged.

94. As a direct and proximate result of the Libelous Statements published by the Defendants and of the Libelous Article as a whole, Weintraub has suffered stress, emotional distress, humiliation, anger, and other mental pain and suffering.

95. As a direct and proximate result of the Libelous Statements published by the Defendants and of the Libelous Article as a whole, Weintraub has suffered public hatred, contempt, shame, scorn, opprobrium, and ridicule.

96. As a direct and proximate result of the Libelous Statements published by the Defendants and of the Libelous Article as a whole, Weintraub has suffered the aggravation of certain pre-existing medical conditions, with resulting physical pain, discomfort and suffering.

97. As a direct and proximate result of the Libelous Statements published by the Defendants and of the Libelous Article as a whole, Weintraub has suffered special damages in that she has suffered permanent damage to her ability to engage in her

profession as a real estate attorney without having to explain the false accusations of mortgage fraud made by the Defendants and without being tainted by such false allegations in her current and future professional dealings.

98. As a direct and proximate result of the Libelous Statements published by the Defendants and of the Libelous Article as a whole, Weintraub has suffered special damages in that she has separated from her former law firm and has been rendered effectively unemployable as a real estate attorney, requiring that she establish her own law firm, at substantial cost and expense to her, in order to carry on her profession as a real estate attorney.

99. As a direct and proximate result of the Libelous Statements published by the Defendants and of the Libelous Article as a whole, Weintraub has suffered special damages in that she has suffered and will continue to suffer lost income, lost earnings, lost profits and a loss of future earning capacity.

100. To the extent that the Libelous Statements and the Libelous Article are defamatory per se, damage to Weintraub is legally presumed.

Weintraub is a Private Individual and Not a Public Figure

101. Weintraub is not now, was not at the time of the publication of the Libelous Article, and has never been a public, elected or appointed official.

102. Weintraub does not now and did not at the time of the publication of the Libelous Article hold, and has never held, any public or elected office.

103. Weintraub is not now, was not at the time of the publication of the Libelous Article, and has never been employed by any governmental agency.

104. Notwithstanding her successful professional practice and her involvement in community, civic, charitable and professional activities, Weintraub has not achieved general fame or notoriety in the Sarasota community and holds no position of persuasive power and influence so as to render her a public figure generally or for all purposes.

105. Weintraub is also not a limited public figure, as she has not voluntarily injected herself into any particular public controversy.

106. At the time of the publication of the Libelous Article, there was no public controversy concerning Weintraub's personal real estate dealings generally, her personal financial matters, or her banking relationship with Sun Trust.

107. At the time of the publication of the Libelous Article, there was no public controversy concerning the Bentgrass Property, which Weintraub purchased in May of 2005 and sold in December of 2009.

108. At the time of the publication of the Libelous Article, there was no public controversy concerning the Longboat Key Property, which Weintraub purchased in August of 2005 and sold in March of 2010.

109. At the time of the publication of the Libelous Article, there was no public controversy concerning the Stoneybrook Property, which Weintraub purchased in June of 2006 and sold in June of 2010.

110. Weintraub's personal real estate transactions and personal banking and financial matters are not a matter of public concern generally and were not a matter of public concern or public controversy at the time of the publication of the Libelous Article.

111. The foreclosure proceedings involving the real estate owned personally by Weintraub are not a matter of public concern and were not a matter of public concern or public debate or controversy at the time of the publication of the Libelous Article. Those proceedings involved private banking transactions affecting only Weintraub, individually, and Sun Trust. No person other than Weintraub and Sun Trust would be expected to feel the impact of the resolution of those foreclosure proceedings or of any impact of the residential real estate mortgages between Weintraub and Sun Trust.

112. Moreover, the foreclosure proceedings involving the three properties discussed in the Libelous Article were effectively concluded when those properties were sold by Weintraub in 2009 and 2010, many years before the publication of the Libelous Article. If those private real estate transactions and the ensuing mortgage foreclosure actions were ever a matter of public concern or a public controversy, which Weintraub alleges they were not, then any such public controversy or matter of public concern related to those matters was long over by the time of the publication of the Libelous Article.

113. At no time prior to the publication of the Libelous Article had Weintraub publicly discussed or divulged her personal business, real estate or banking affairs generally, or discussed or divulged matters relating to the Bentgrass Property, the Longboat Key Property or the Stoneybrook Property in particular, so as to invite public comment or scrutiny of such matters, to otherwise turn those purely private financial matters into matters of public concern, or to interject herself into any particular public controversy.

### The Defendants Acted Negligently and With Fault

114. The Defendants and each of them published the Libelous Statements and the Libelous Article negligently and with fault, in that they knew or should have known that the Libelous Statements and the Libelous Article were false and defamatory.

### Satisfaction of Conditions Precedent

115. Weintraub has complied with the condition precedent of providing written notice to the media Defendants pursuant to *Fla. Stat. §770.01*. A true and correct copy of such notice is attached hereto and incorporated herein for all purposes as **Exhibit 10**.

116. Additional communications between Weintraub's counsel and the attorney for Halifax Media Group, Halifax Media Holdings, Salman, Braga, Sauer, McQuaid, and Church, which may be deemed a part of such written notice as to those media Defendants, consists of the letter dated April 3, 2014, from Tobin to Harrison, a true and correct copy of which is attached hereto as **Exhibit 11**, the letter dated April 5, 2014, from Harrison to Tobin, a true and correct copy of which is attached hereto as **Exhibit 12**, the letter dated April 14, 2014, from Tobin to Harrison, a true and correct copy of which is attached hereto as **Exhibit 13**, and the letter dated April 20, 2014, from Harrison to Tobin, a true and correct copy of which is attached hereto as **Exhibit 14**.

117. The media Defendants have failed and refused to publish a full and fair correction, apology or retraction within the meaning of *Fla. Stat. §770.02(1)*.

118. The time prescribed by *Fla. Stat. §770.02(2)* for the media Defendants to publish a full and fair correction, apology or retraction has expired.

119. To the extent there are or may be any other conditions precedent to the commencement or maintenance of this action, such conditions precedent have been met or satisfied or have been waived or excused.

Punitive Damages to Be Sought

120. The Defendants and each of them through their conduct alleged herein have been and are guilty of intentional misconduct or gross negligence as defined in Fla. Stat. §768.72(2)(a) and (b). Accordingly, Weintraub will seek leave to amend this Complaint at the appropriate time in accordance with the requirements of Fla. Stat. §768.72(1) to assert a claim for punitive damages against the Defendants.

Demand for Trial By Jury

121. Pursuant to Fla. R. Civ. P. 1.430 and the Constitutions of the State of Florida and the United States, Weintraub hereby demands a trial by jury on all matters so triable in this action.

WHEREFORE, the Plaintiff, Anne L. Weintraub, demands judgment against the Defendants, jointly and severally, for: (1) actual, general, compensatory and special damages in the amount of at least \$25 million, or such amount as the jury may otherwise in its deliberations determine to be just and proper (2) interest as provided by law; (3) the costs of these proceedings; and (4) such further relief as the court deems appropriate under the circumstances.

Dated this 14th day of May, 2014.

**s/ Richard A. Harrison**  
**RICHARD A. HARRISON**  
Board Certified in City, County &  
Local Government Law

Florida Bar No.: 0602493  
Primary Email: [rah@harrisonpa.com](mailto:rah@harrisonpa.com)  
Secondary Email: [Lisa@harrisonpa.com](mailto:Lisa@harrisonpa.com)  
Richard A. Harrison, P.A.  
400 N. Ashley Drive  
Suite 2600  
Tampa, FL 33602  
Phone: 813-712-8757