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Certified Mail, Return Receipt Requested**
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SFL Media Firm LLC
c/o Patrick J. Zarrelli
444 NW 1st Ave, Apt 202
Fort Lauderdale, Florida 33301
sflmediaclients@gmail.com

RE: The Estates of Silverlake Property Owners' Association, Inc.

CEASE AND DESIST LETTER

Dear Mr. Zarrelli,

This firm represents the interests of The Estates of Silverlake Property Owners' Association, Inc. (the "Association"). We have been made aware by the Association that SFL Media Firm LLC created the website *Estatesofsilverlake.com* and is now demanding payment for its maintenance. The Association has advised that the website was created voluntarily and that no agreement existed regarding the creation, administration or maintenance of the website. Furthermore, the website contains inaccurate and outdated information, as well as a banner containing allegations that the Association has failed to meet its obligations and that the property manager is ignoring an outstanding invoice. The statements being published are inflammatory, misleading and false. The dissemination of such information is unwarranted and improper and has negatively impacted the operation of the Association. These statements have created tension and discomfort among board members, management personnel, and residents within the community.

Please be advised that the Association will not tolerate the publication or dissemination of false, misleading or defamatory information. The allegations made against the Association and its property manager are unfounded, factually inaccurate, and entirely without merit. Accordingly, this letter serves as the Association's formal notification to you of these issues and as a final opportunity to amicably resolve the matter before the Association pursues any further action deemed necessary to protect its interests.

DEFAMATION

"Defamation" may generally be defined as the unprivileged publication of false statements that naturally and proximately result in an injury to another. Under Florida law, defamation encompasses both libel and slander. *Byrd v. Hustler Magazine, Inc.*, 433 So. 2d 593

(Fla. Dist. Ct. App. 4th Dist. 1983). A claim for common law defamation requires an unprivileged publication to a third party of some false and defamatory statement concerning another, with fault amounting to at least negligence on behalf of the publisher, with damage ensuing. *Don King Productions, Inc. v. Walt Disney Co.*, 40 So. 3d 40 (Fla. Dist. Ct. App. 4th Dist. 2010).

DEFAMATION PER SE

A false defamatory statement that suggests that someone has committed a dishonest or illegal act is defamation *per se*. Generally, a publication is actionable *per se* if, when considered alone without innuendo, it charges that a person has committed an infamous crime; it charges a person with having an infectious disease; it tends to subject a person to hatred, distrust, ridicule, contempt, or disgrace; it tends to injure him or her in his or her trade or profession; or it imputes to another conduct, characteristics, or a condition incompatible with the proper exercise of his or her lawful business, trade, profession, or office. It is established in most jurisdictions that an oral communication is actionable *per se* is, without a showing of special damage-if it imputes to another (a) a criminal offense amounting to a felony, or (b) a presently existing venereal or other loathsome and communicable disease, or (c) conduct, characteristics, or a condition incompatible with the proper exercise of his lawful business, trade, profession, or office, or (d) the other being a woman, acts of unchastity. See Restatement, Torts, Section 570. *Campbell v. Jacksonville Kennel Club*, 66 So. 2d 495, 497 (Fla. 1953).

Remedies for this claim include substantial monetary damages and punitive damages. When the claim is defamation *per se*, liability itself creates a conclusive legal presumption of loss or damage and is alone sufficient for the jury to consider punitive damages. See *Bobenhausen v. Cassat Ave. Mobile Homes*, 344 So.2d 279, 281 (Fla. 1st DCA 1977), cert. discharged, 363 So.2d 1065 (Fla.1978) (finding malice is presumed as a matter of law from the publication of such words). Therefore, a finding of liability for slander *per se*, coupled with an express finding that the slander was intended to injure plaintiff and did in fact cause injury, authorizes the jury to consider and assess punitive damages without any finding of an amount of compensatory damages. See *Lundquist v. Alewine*, 397 So.2d 1148, 1150 (Fla. 5th DCA 1981) (determining that where defamation is actionable *per se*, punitive damages may be awarded even though the amount of actual damages is neither found nor shown); *Saunders Hardware Five and Ten v. Low*, 307 So.2d 893 (Fla. 3d DCA 1975), cert. denied, 330 So.2d 21 (Fla.1976) (same).

DEFAMATION BY IMPLICATION

Defamation by implication applies in circumstances where literally true statements are conveyed in such a way as to create a false impression. *Jews For Jesus, Inc. v. Rapp*, 997 So. 2d 1098, (Fla. 2008). While defamation law shields publishers from liability for minor factual inaccuracies, "it also works in reverse, to impose liability upon the defendant who has the details right but the 'gist' wrong." Simply put, "if the defendant juxtaposes a series of facts so as to imply a defamatory connection between them, or creates a defamatory implication by omitting facts, he may be held responsible for the defamatory implication, unless it qualifies as an opinion, even though the particular facts are correct." *Id* at 1108. Remedies for this claim include substantial monetary damages and punitive damages.

Accordingly, the Association hereby demands that you immediately and permanently cease and desist from publishing, disseminating or otherwise communicating any false, misleading, defamatory or unsubstantiated statements regarding the Association, its Board of Directors or its property manager. The Association further demands that the website

Estatesofsilverlake.com be immediately removed and permanently taken offline. We look forward to your cooperation without further incident and the need for additional action by the Association. However, in the event you do not comply with this demand, the Association is prepared to take all available legal action, including but not limited to, the filing of an action for injunctive relief. Please be further advised that in pursuing any such avenues of enforcement, the Association will also seek to recover any attorney's fees and costs it may be required to incur.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,

WASSERSTEIN, P.A.



DANIEL WASSERSTEIN
MAY HUSTEY
For the Firm

cc: The Estates of Silver Lake Property Owners' Association, Inc. via E-Mail