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1. DISTRICT COURT  
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THIRD JUDICIAL DISTRICT  
SALT LAKE COUNTY  
BY \_\_\_\_\_  
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Attorney for Plaintiff

**IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH**

<p><b>GARY R. BRINTON</b>, an individual,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p><b>DESERET NEWS PUBLISHING COMPANY d/b/a/ THE DESERET MORNING NEWS,</b></p> <p style="text-align: center;">Defendant.</p>	<p style="text-align: center;"><b>COMPLAINT</b></p> <p>Case No.: 070915566</p> <p>Judge: Quinn</p>
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COMES NOW the Plaintiff, Gary R. Brinton, by and through his legal counsel, Genevieve G. Gribble, for cause of action against Defendant Deseret News Publishing Company d/b/a the Deseret Morning News, complains and alleges as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff Gary R. Brinton is a resident of Provo City, Utah County, State of Utah. At all times pertinent to this cause of action Plaintiff Gary R. Brinton has been a

real estate developer and businessman doing business in the State of Utah, but primarily in Utah County, State of Utah.

2. Defendant Deseret News Publishing Company d/b/a the Deseret Morning News is a Utah corporation with its principal offices and principal place of business located in Salt Lake County, State of Utah. At all times pertinent to this cause of action, the Defendant Deseret News Publishing Company d/b/a the Deseret Morning News does business as a newspaper of general circulation in the State of Utah.

3. The incidents complained of herein occurred in Utah County, State of Utah.

**FIRST CAUSE OF ACTION  
LIBEL**

4. Plaintiff realleges the allegations contained in paragraphs 1 through 3 as though set forth verbatim herein.

5. On or about November 11, 2001, Defendant Deseret News Publishing Company published an article alleging that the Plaintiff had committed a fraud in his dealings with Wells Fargo Bank. On January 21, 2002, the Defendant published an article entitled *SLOC rejects demand for rent*. This article is attached as Exhibit 'A', which is incorporated by reference.

6. The statements made about the Plaintiff in the above-mentioned newspaper article are false, incorrect, misleading, untrue and defamatory of the character and honesty of the Plaintiff.

7. Before and at the time of publication of the above-named newspaper article, the Defendant knew, or should have known, that this article contained untrue,

false and defamatory statements about the Plaintiff which presented the character and honesty of the Plaintiff in a false light.

8. After the publication of the above-mentioned article, on or about November 7, 2002, Plaintiff, through his legal counsel, prepared a complaint for libel and filed it with the Fourth Judicial District Court of Utah County, State of Utah, Civil No. 020404952.

9. Rather than serving the Complaint and Summons on the Defendant, on or about November 8, 2002, Plaintiff, by and through his legal counsel, met with Geoffrey Fattah, the reporter who wrote the defamatory article, and his editor in the Provo, Utah offices of the Defendant.

10. During the above said meeting, Plaintiff's legal counsel presented conclusive documentary evidence that claims being made in the above-mentioned article were untrue, false and presented the Plaintiff's character and honesty in a false light.

11. As a result of the meeting between Plaintiff's Counsel, Geoffrey Fattah and the Defendant's editor in Provo, Utah, an agreement was reached, pursuant to which the Defendant agreed, not to publish any further articles defaming the Plaintiff's character, and the Plaintiff agreed not to serve the Complaint for libel against the Defendant.

12. In December 2006, Plaintiff became aware for the first time that the Defendant was republishing the defamatory above-named article on the Internet when a potential investor/lender informed the Plaintiff that he had searched the Internet for information concerning the Plaintiff, Gary R. Brinton.

13. On or about December 14, 2006, Plaintiff sent a demand letter to the Defendant demanding that it cease the republication of the above-named defamatory article. See attached copy of Plaintiff's December 14, 2006 letter marked as Exhibit 'B', which is incorporated herein through reference. In a letter dated February 6, 2007, Defendant refused to cease the republication of the defamatory article on the internet. See attached copy of Defendant's February 6, 2007 letter marked as Exhibit 'C', which is incorporated herein through reference.

14. As a direct result of Defendant's republication of the above-mentioned article in December 2006, Plaintiff lost a potential investor/lender in one of the Plaintiff's business ventures.

15. As a direct result of Defendant's republication of the above-mentioned article in August 2007, Plaintiff lost a Five Hundred Thousand Dollar (\$500,000.00) lease/loan which the Plaintiff had negotiated with Park Western Leasing, a lender doing business in Golden, Colorado.

16. Representatives of Park Western Leasing informed the Plaintiff that they had searched the Plaintiff's name on the internet and that the defamatory article published by the Defendant was the direct cause of their declining to give the Plaintiff a lease/loan.

17. Further, Plaintiff states that any republication of the above-mentioned article, after the meeting with Plaintiff's Counsel where conclusive documentary evidence was presented that the allegations in the article were untrue and false, was actuated by the Defendant's actual malice in that it was aware prior to any republication about the falsity of the defamatory statements.

18. As a direct result of the republication of the above-named article, the Plaintiff has been damaged in his reputation and in his credit, his economic and social standing in the community, the operation of his business, and in lost economic opportunities, all of which the Plaintiff is prepared to prove at trial.

**SECOND CAUSE OF ACTION  
BREACH OF CONTRACT**

19. Plaintiff realleges the allegations contained in paragraphs 1 through 18 as though set forth verbatim herein.

20. On or about November 7, 2002, Plaintiff and Defendant reached an agreement pursuant to the terms of which Plaintiff agreed not to serve the Complaint for libel which had been filed by the Plaintiff in the Fourth Judicial District Court of Utah County, State of Utah, Civil No. 020404952, and Defendant agreed not to publish any further defamatory articles against the Plaintiff.

21. Plaintiff kept his part of the agreement and did not serve Defendant with the Complaint which he had filed. Defendant moved to dismiss the Complaint for the failure to serve the Complaint and Summons on March 3, 2003, which Motion was granted by the Court on March 6, 2003.

22. Defendant has breached its contract with the Plaintiff in that the Defendant has republished the defamatory article on the Internet in December, 2006, and again in August, 2007.

23. As a direct and proximate result of the Defendant's breach of contract, Plaintiff has been damaged in an amount to be proven at trial, but not less than Seven Million Dollars (\$7,000,000.00).

WHEREFORE, Plaintiff Gary R. Brinton prays the above-entitled Court for judgment as follows:

**FIRST CAUSE OF ACTION  
LIBEL**

1. That Plaintiff be awarded a personal money judgment against Defendant in an amount to be proven at trial, but not less than Seven Million Dollars (\$7,000,000.00), together with reasonable attorney's fees and court costs.

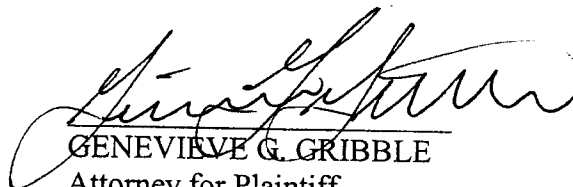
2. That Plaintiff be awarded punitive damages against the Defendant in an amount to be proven at trial, but not less than Ten Million Dollars (\$10,000,000.00).

**SECOND CAUSE OF ACTION  
BREACH OF CONTRACT**

3. That Plaintiff be awarded a personal money judgment against Defendant in an amount to be proven at trial, but not less than Seven Million Dollars (\$7,000,000.00), together with court costs.

4. For such other and further relief as the Court deems equitable and just in the premises.

DATED AND SIGNED this 31 day of October 2007.

  
GENEVIEVE G. GRIBBLE  
Attorney for Plaintiff

Plaintiff's Address  
3214 N. University Avenue, #615  
Provo, Utah 84604