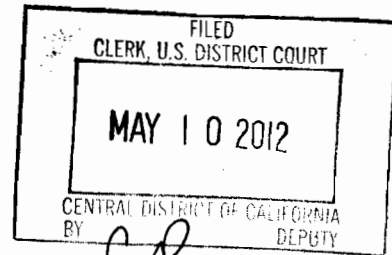


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10 Attorneys for Plaintiffs,
11 EDROP-OFF CHICAGO LLC and
12 CORRI MCFADDEN

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 EDROP-OFF CHICAGO LLC and
16 CORRI MCFADDEN

CV12 04095 - GW FMOx

17 Plaintiffs,

18 v.

19 NANCY R. BURKE, MIDLEY,
20 INC. dba PURSEBLOG.COM, and
21 DOES 1-10 inclusive

22 Defendant.

COMPLAINT FOR DAMAGES AND
PERMANENT INJUNCTIVE RELIEF
FOR

- (1) DEFAMATION;
- (2) TRADE LIBEL;
- (3) TRADEMARK INFRINGEMENT;
- (4) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;
- (5) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- (6) DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

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1 Plaintiffs EDROP-OFF CHICAGO LLC (“eDrop-Off”) and CORRI
2 MCFADDEN (“McFadden”) (collectively, “Plaintiffs”) bring this Complaint
3 against NANCY R. BURKE, using the screen names BeenBurned and
4 TheBargainPrincess (“BeenBurned”), and MIDLEY, INC. dba
5 PURSEBLOG.COM (“PurseBlog”) (collectively, “Defendants”), and allege as
6 follows:

7 INTRODUCTION

8 1. Plaintiff McFadden founded eDrop-Off seven (7) years ago and has
9 built the business from scratch. Plaintiffs make luxury fashion items accessible to
10 the every day person by (a) taking consignment of authentic fashion items; and (b)
11 auctioning them on eBay. The auctions are a “win” – “win” for the public. It makes
12 designer goods accessible to the public, while allowing those who have originally
13 purchased them to realize some return on items that might be gathering dust in their
14 closets otherwise. Through hard work, the business has grown from a start-up in
15 2004, to an established brand in the e-luxury digital space. Plaintiff McFadden has
16 been recently featured on a reality television show that has driven traffic to eDrop-
17 Off auctions on eBay.

18 2. Plaintiffs are informed and believe that BeenBurned, previously
19 operated under the handle of “bargainprincess” and has self-styled herself as a
20 scambuster and detective of auctions on eBay. Plaintiffs are informed and believe
21 that due to her unauthorized attacks on, and cyberbullying of, legitimate Internet
22 companies, BeenBurned has been banned from eBay and her account was
23 involuntarily deactivated some time ago.

24 3. This action arises from BeenBurned’s recent defamatory blog entries
25 that were posted to the website PurseBlog.com, and are located at
26 [http://forum.purseblog.com/ebay-forum/another-cheating-shill-bidder-big-time-](http://forum.purseblog.com/ebay-forum/another-cheating-shill-bidder-big-time-seller-748563.html)
27 [seller-748563.html](http://forum.purseblog.com/ebay-forum/another-cheating-shill-bidder-big-time-seller-748563.html), beginning May 3, 2012, which falsely accuse Plaintiffs of
28 engaging in a practice known as “shill bidding” and advises consumers not to do

1 business with Plaintiffs (“BeenBurned’s Blog Entry”). Plaintiffs only discovered
2 the defamatory posts days after they appeared when customers told them about
3 BeenBurned’s false statements.

4 4. Plaintiffs allege that BeenBurned’s Blog Entry has spawned a
5 widespread outcry against them, which is evidenced by over 180 (and counting)
6 responsive comments on PurseBlog’s website disparaging Plaintiffs and attacking
7 their credibility, as well as false and defamatory comments posted on other online
8 discussion forums that hyperlink to PurseBlog and BeenBurned’s Blog Entry.
9 Plaintiffs further alleges that the disparaging comments posted on PurseBlog about
10 eDrop-Off—which PurseBlog has refused to remove—constitute an improper and
11 infringing use of McFadden’s trademark. As of the date of filing, BeenBurned’s
12 Blog Entry has received over 8,500 views.

13 5. BeenBurned’s Blog Entry, and the related comments posted on
14 PurseBlog, continues to tarnish Plaintiffs’ impeccable reputation, cause McFadden
15 severe emotional distress, and destroy current and prospective client relationships.

16 **PARTIES**

17 6. eDrop-Off is an Illinois limited liability company, with its principal
18 place of business located at 2117 North Halsted Street, Chicago, Illinois 60614, that
19 regularly transacts business nationwide and, particularly, in Los Angeles, California
20 through its website www.shopedropoff.com. eDrop-Off, which was founded by
21 McFadden in or about 2004, is a multi-million dollar online luxury apparel
22 boutique, which transacts all of its sales through auctions on its own website and on
23 eBay.

24 7. McFadden is a United States citizen who resides in Chicago, Illinois,
25 but regularly travels to, and conducts business in, Los Angeles, California as the
26 founder and owner of eDrop-Off, and star of the VH1 reality television series,
27 *House of Consignment*.

28 ///

1 8. Plaintiff is informed and believes, and thereon alleges, that Defendant
2 Nancy R. Burke—also known as screen names BeenBurned and
3 TheBargainPrincess on various Internet forums—is a United States citizen who
4 resides in Waltham, Massachusetts.

5 9. Plaintiff is informed and believes, and thereon alleges, that Defendant
6 PurseBlog is a Florida corporation, owned by Vladimir and Meaghan Dusil
7 (collectively, “the Dusils”) with a principal place of business located at 6101
8 Banyan Terrace, Plantation, Florida 33317. On information and belief, the Dusils
9 reside in New York City, New York where they operate PurseBlog—an editorial
10 website and discussion forum about designer bags—on a daily basis, which attracts
11 over 95,000 daily visitors from around the world.

12 10. The true names and capacities, whether individual, corporate,
13 associate, partnership, limited liability company, or otherwise, of Doe Defendants
14 1-10, are unknown to Plaintiffs, who therefore sues said Defendants by such
15 fictitious names and will ask leave to amend this Complaint to show their true
16 names and capacities when the same have been ascertained. Plaintiffs allege on
17 information and belief that each of the fictitiously-named Defendants are
18 responsible in some manner for the wrongful conduct herein alleged, and that such
19 wrongful conduct caused harm to Plaintiffs.

20 **JURISDICTION AND VENUE**

21 11. The court has jurisdiction over these claims under 28 U.S.C. § 1332
22 because the parties are citizens of different states and the amount in controversy
23 exceeds the sum or value of \$75,000.

24 12. Venue is proper in this district under 28 U.S.C. §§ 1391(a) because a
25 substantial part of the events giving rise to the claim, and the resulting harm to
26 Plaintiffs, occurred in this District. In addition, the content and statements at issue
27 in this Complaint were posted by BeenBurned, on PurseBlog, which is a website
28 that is accessible to and frequently trafficked by California residents.

1 FACTUAL BACKGROUND

2 13. Founded in or about 2004 by McFadden, eDrop-Off has become one
3 of the nation's premier eBay stores specializing in the consignment and resale of
4 high-end luxury apparel. Plaintiffs pride themselves on integrity, authenticity and
5 customer satisfaction in their business model and professional practices. McFadden
6 has worked vigorously to build and establish a brand and reputation that is honest,
7 valued and transparent.

8 14. Consequently, over the years, Plaintiffs have garnered a dedicated
9 clientele of shoppers who regularly follow, bid on, and purchase eDrop-Off's
10 auction items on eBay. Indeed, eDrop-Off has reached the eBay status of Titanium
11 Power Seller by completing over 150,000 successful sales transactions. Such
12 transactions have garnered a positive rating of 99.4% for eDrop-Off by and through
13 the feedback provided from nearly 68,000 buyers.

14 15. Plaintiffs' success and positive repute is further supported by its social
15 media following on Facebook and Twitter, which led to the production of a VH1
16 reality television series starring McFadden, called *House of Consignment*, which
17 premiered on or about March 21, 2012.

18 16. However, on information and belief, Plaintiffs' business, brand and
19 reputation have all been unfairly and wrongfully compromised as a result of
20 Defendants false and defamatory comments, which were first published by
21 BeenBurned to PurseBlog on May 3, 2012 at 3:51p.m. Without any factual basis,
22 BeenBurned accused eDrop-Off of "shill bidding" – the unlawful practice of
23 intentionally bidding on products to heighten the bidding price. Since then, over
24 180 disparaging comments have been posted to PurseBlog in response to
25 BeenBurned's Blog Entry (the "Replies") exacerbating the defamation and harm to
26 Plaintiffs. A true and correct copy of BeenBurned's Blog Entry and the Replies is
27 attached hereto as Exhibit "A".

28 ///

1 17. Specifically, BeenBurned’s Blog Entry falsely accuse Plaintiffs of shill
2 bidding, or otherwise engaging in fraudulent and deceptive auction procedures by
3 rigging the bidding. According to eBay’s policies—which strictly prohibit shill
4 bidding—“[s]hill bidding happens when anyone—including family, friends,
5 roommates, employees, or online connections—bids on an item **with the intent to**
6 **artificially increase its price or desirability**. In addition, members cannot bid on
7 or buy items in order to artificially increase a seller’s Feedback or to improve the
8 item’s search standing.” A true and correct copy of eBay’s Shill Bidding policy,
9 located at <http://pages.ebay.com/help/policies/seller-shill-bidding.html>, is attached
10 hereto as Exhibit “B” (emphasis added).

11 18. Plaintiffs are informed and believe, and thereon allege that
12 BeenBurned also advises consumers that they “probably don’t want to do business
13 with edropoff”, repeatedly dubs eDrop-Off “eripoff”, accuses Plaintiffs of “illegal”
14 activity and encourages consumers to report them to VH1, claims that eDrop-Off is
15 “cheating his/her buyers”, and generally facilitates (through PurseBlog) a
16 defamatory virtual discourse that has been viewed over 6,000 times.

17 19. Plaintiffs do not, and have not, ever engaged in shill bidding. On the
18 contrary, Plaintiffs have zero tolerance for shill billing, or otherwise rigged
19 auctions, as demonstrated by the eDrop-Off’s Consignment Agreement, which must
20 be signed and accepted by all consignors seeking to auction their goods through
21 eDrop-Off. A true and correct copy of the Consignment Agreement is attached
22 hereto as Exhibit “C”. Among the specific warranties and representations set forth
23 in the legally binding agreement, consignors must agree to eDrop-Off’s Shill
24 Bidding Policy, which states:

25
26 In accordance with the terms and conditions of Ebay’s policy,
27 Consignors are prohibited from participating in Shill Bidding, where
28 Consignor’s bid on their own items. In the event a Consignor
 participates in Shill Bidding, eDrop-Off reserves the right to take

1 whatever action is necessary to insure that the Consignor and eDrop-
2 Off are in compliance with the terms and conditions of Ebay's policy.
3 This includes, but is not limited to, action to compensate for damages
or fees and removal of the Ebay listing.

4 20. On information and belief, in addition to the self-regulatory steps that
5 Plaintiffs take to ensure that its policies (e.g. prohibiting shill bidding) are not being
6 violated, eBay also routinely investigates its Top Sellers, such as eDrop-Off, to
7 ensure adherence to the many policies it has implemented, including its own zero
8 tolerance policy for shill bidding that is referenced above. *See* Exhibit B.

9 21. Immediately upon learning about BeenBurned's Blog Entry,
10 McFadden contacted eBay to inquire about any complaints and request that it
11 investigate the allegations. eBay confirmed that it thoroughly investigated the
12 eDrop-Off auction account and determined that no shill bidding violation had ever
13 taken place.

14 22. The fact that Defendants' accusations of shill bidding against Plaintiffs
15 are false is further evidenced by a letter that eBay sent to an eDrop-Off buyer last
16 week regarding a return that the buyer sought to make after reading BeenBurned's
17 Blog Entry. Plaintiffs are informed and believe, and thereon allege that on May 9,
18 2019 at 5:53 p.m. the buyer—known as "ValleyO" on PurseBlog—posted a reply,
19 along with a redacted version of the eBay letter, to BeenBurned's Blog Entry
20 ("ValleyO Reply"). A true and correct copy of the ValleyO Reply is attached
21 hereto as Exhibit "D". While ValleyO confirms that s/he will not longer conduct
22 business with Plaintiffs due to the accusations of shill bidding, the ValleyO Reply
23 states "we at eBay have thoroughly investigated the eDropoff account and currently
24 have no reason to believe that a Shill Bidding violation has taken place."

25 23. On information and belief, in addition to ValleyO, other eDrop-Off
26 clients—including Spencer Curry, "HandbagAngel", and "harlem_cutie"—have
27 sought to refunds for their auction purchases and/or decided to terminate their client

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1 relationship with eDrop-Off, as a result of BeenBurned's Blog Entry and the
2 rampant accusations of shill bidding.

3 24. On information and belief, as a direct result of BeenBurned's Blog
4 Entry and the false accusations of shill bidding, numerous prospective eDrop-Off
5 clients have determined and declared that they will never transact business with
6 Plaintiffs. For example, in one reply to BeenBurned's Blog Entry, posted on May
7 3, 2012 at 7:59 p.m., PurseBlog user "hugable" states, "Glad you have made it
8 [BeenBurned's Blog Entry] available through a google search now. I have never bid
9 with this seller. Now I never will! I always make it a point to google a seller and to
10 do a search on tpf [PurseBlog] for shady behavior." See Exhibit A (emphasis
11 added).

12 25. In an attempt to quickly and efficiently resolve this matter without the
13 need for judicial intervention, on May 8, 2012, Plaintiffs sent a cease and desist
14 letter to each of the respective Defendants, specifically informing them of the
15 falsity of their statements, asking them to promptly remove the defamatory material
16 and requesting that they issue a correction. A true and correct copy of the cease and
17 desist letters are attached hereto as Exhibit "E". Defendants have refused to
18 comply with Plaintiffs' requests and continue to publish, and facilitate the
19 publication of, more false and defamatory statements about Plaintiffs. Indeed,
20 Plaintiffs are informed and believe, and thereon allege, that one of PurseBlog's
21 owner (Vladimir Dusil) has also contributed a reply to BeenBurned's Blog Entry,
22 thereby implicitly validating and directly participating in the defamatory
23 publication.

24 26. On information and belief, PurseBlog has been in business since in or
25 about 2005 and provides consumers with a daily editorial about designer purses and
26 bags that are in high demand. Plaintiffs are informed and believe, and thereon
27 alleges, that with over 95,000 daily visitors, PurseBlog.com has become one of the
28 most trafficked niche blogs in the shopping segment, garnering over 300,000

1 registered members and accounts for over 18 million entries. On information and
2 belief PurseBlog has become one of the Top 40 busiest online forum communities
3 worldwide.

4 27. Notwithstanding, Plaintiffs are informed and believe, and thereon
5 allege that PurseBlog has also acquired a reputation in the industry for having
6 nefarious forum administrators/moderators, who encourage and facilitate
7 cyberbullying of online businesses, such as eDrop-Off, because it generates traffick
8 and buzz (and, therefore, money) for and about PurseBlog.

9 28. Indeed, concurrent with McFadden's public attempts and requests to
10 remove the defamatory content from PurseBlog's website, several other targets of
11 Defendants' systemic cyberbullying directly contacted McFadden to share their
12 experiences with, and knowledge of, BeenBurned and PurseBlog. Plaintiffs are
13 informed and believe, and thereon allege, that BeenBurned is a direct business
14 competitor of eDrop-Off as a massive reseller (known as "thebargainprincess") of
15 luxury apparel on Bonanza.com. On information and belief, through web forums
16 such as PurseBlog, BeenBurned has published a cottage industry of false
17 complaints that malign her competitors in a malicious attempt to drive them out of
18 business. Moreover, Plaintiffs are informed and believe, and thereon allege, that
19 BeenBurned used to be an eBay member, known as "thebargainprincess," who—
20 after many altercations with other eBay members and self-appointing herself the
21 "eBay scambuster/detective"—was suspended and, ultimately, banned from eBay.

22 **FIRST CAUSE OF ACTION**

23 **DEFAMATION**

24 **(Against Defendant BeenBurned)**

25 29. Plaintiffs repeat, reallege, and incorporate each and every allegation
26 set forth in paragraphs 1 through 28 of this Complaint.

27 30. BeenBurned has made, or knowingly conspired and agreed to be made,
28 false statements on PurseBlog regarding McFadden's honesty, integrity and

1 business practices, including false allegations that eDrop-Off has engaged in any
2 shill bidding. Not only is there no basis for the allegations, but they have been
3 flatly refuted by eBay – and reported in writing at least twice by eBay. Plaintiff
4 received confirmation from eBay that the allegations were false (see email from
5 Ebay, which is attached hereto as Exhibit “F”); and a user on the PurseBlog website
6 confirmed that she had also received a similar note where eBay expressly
7 confirmed that there “is no evidence” of shill bidding, whatsoever. *See* Exhibit D.

8 31. BeenBurned’s statements constitute defamation *per se* because they
9 defame McFadden in her trade.

10 32. BeenBurned knew or should have known that the statements published
11 were false, yet published such statements with knowledge of their falsity or reckless
12 disregard for their truth.

13 33. BeenBurned published these statements in a public forum that is
14 viewed by thousands of third parties daily and without privilege.

15 34. BeenBurned’s statements were made with malice and intent to injure
16 McFadden’s business and professional reputation.

17 35. As a proximate result of the foregoing acts, BeenBurned has caused
18 actual harm and pecuniary damage to McFadden’s business and goodwill, and is
19 liable to McFadden in an amount to be proven at trial.

20 36. BeenBurned has engaged in conduct of a malicious, oppressive, and/or
21 fraudulent nature, thereby entitling McFadden to an award of exemplary and
22 punitive damages.

23 37. As a direct and proximate result of the actions, conduct, and practices
24 of BeenBurned alleged above, McFadden has suffered, is suffering, and will
25 continue to suffer damages and irreparable harm unless enjoined by this Court.

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1 **SECOND CAUSE OF ACTION**

2 **TRADE LIBEL**

3 **(Against Defendant BeenBurned)**

4 38. Plaintiffs repeat, reallege, and incorporate each and every allegation
5 set forth in paragraphs 1 through 37 of this Complaint.

6 39. Defendant BeenBurned has made false and defamatory statements
7 regarding the quality, authenticity and integrity of eDrop-Off's products, methods
8 and services on PurseBlog, which is a widely disseminated and reviewed online
9 discussion forum.

10 40. Defendant BeenBurned knew that such statements were false at the
11 time they were made.

12 41. Defendant BeenBurned's statements were made with malice and intent
13 to injure eDrop-Off's business and business reputation.

14 42. As a direct and proximate result of Defendant BeenBurned's trade
15 libel, eDrop-Off has suffered, is suffering, and will continue to suffer harm and
16 pecuniary damage to its business and reputation in an amount to be proved at trial.

17 43. Defendant BeenBurned has engaged in conduct of a malicious,
18 oppressive, and/or fraudulent nature, thereby entitling eDrop-Off to an award of
19 exemplary and punitive damages.

20 **THIRD CAUSE OF ACTION**

21 **COMMON LAW TRADEMARK INFRINGEMENT**

22 **(Against All Defendants)**

23 44. Plaintiffs repeat, reallege, and incorporate each and every allegation
24 set forth in paragraphs 1 through 43 of this Complaint.

25 45. Defendants' acts as allege constitute unfair competition and an
26 infringement of McFadden's common law rights in the **eDrop-Off** name, mark and
27 log.

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1 46. Continuously since 2004, Plaintiffs have used the **eDrop-Off** name,
2 mark and logo to identify its online luxury apparel consignment boutique and to
3 distinguish it from those offered by others, by, among other things, prominently
4 displaying **eDrop-Off** and the **eDrop-Off** logo in connection with its advertising,
5 promoting its retail business, website and television series, conducting its services,
6 and by applying the **eDrop-Off** mark and logo to related collateral marketing. In
7 addition, Plaintiffs have prominently displayed **eDrop-Off** and the **eDrop-Off** logo
8 in various forms of advertising and promotional material, such as its website, e-mail
9 newsletters, and eBay auctions distributed in California, Illinois, and throughout the
10 United States. As a result, the **eDrop-Off** mark and logo is associated exclusively
11 with McFadden's business, eDrop-Off, in California, Illinois and throughout the
12 United States, and Defendants' use of the term **eDrop-Off** on and in connection
13 with the PurseBlog website (i.e. BeenBurned's Blog Entry and the Replies) is likely
14 to cause confusion among those who encounter such use.

15 47. More specifically, Defendant PurseBlog wrongfully used, or facilitated
16 Defendant BeenBurned's (and other site users') unauthorized use of the **eDrop-Off**
17 trademark to promote and market their website which is filled with false comments
18 about eDrop-Off, including those made by PurseBlog itself.

19 48. Defendants' intentional and willful infringement of the **eDrop-Off** has
20 caused and will continue to cause damage to Plaintiffs, in an amount to be proven at
21 trial, and is causing irreparable harm to Plaintiffs for which there is no adequate
22 remedy at law.

23 49. Plaintiffs are entitled to recover damages and to recover its costs
24 herein in an amount to be proven at trial. Plaintiffs are entitled to injunctive relief
25 against Defendants.

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1 **FOURTH CAUSE OF ACTION**

2 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

3 **(Against All Defendant)**

4 50. Plaintiffs repeat, reallege, and incorporate each and every allegation
5 set forth in paragraphs 1 through 49 of this Complaint.

6 51. The aforementioned acts of Defendants constitutes tortious
7 interference with Plaintiffs' existing contractual relations with existing customers,
8 in that Defendants were aware that Plaintiffs had contractual relations with
9 numerous third parties, including, without limitation "ValleyO", "harlem_cutie",
10 Spencer Curry, and other eBay buyers.

11 52. Defendants purposefully and intentionally acted to interfere with, or
12 induce others to interfere with, the performance or existence of these contractual
13 relations or to induce others to do so, or knowingly conspired and agreed to a
14 common plan pursuant to such end, to the detriment of Plaintiffs.

15 53. As a direct and proximate result of the actions, conduct, and practices
16 of Defendants alleged above, Plaintiffs' contractual relations with third parties,
17 including, without limitation "ValleyO", "harlem_cutie", and Spencer Curry, were
18 disrupted and Plaintiffs have been injured in an amount of damages to be
19 determined according to proof at trial, but which exceeds the jurisdictional
20 requirements of this Court.

21 54. Defendants' acts have caused, are causing, and will continue to cause,
22 irreparable injury to Plaintiff unless enjoined by this Court.

23 **FIFTH CAUSE OF ACTION**

24 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**

25 **ADVANTAGE**

26 **(Against All Defendants)**

27 55. Plaintiffs repeat, reallege, and incorporate each and every allegation
28 set forth in paragraphs 1 through 54 of this Complaint.

1 56. At all times relevant to this Complaint, Plaintiffs have had prospective
2 economic relationships with a number of third parties who, but for the foregoing
3 acts by Defendants, would have entered into, or expanded, a client relationship with
4 Plaintiffs involving bidding on and purchasing goods sold by eDrop-Off. Each such
5 relationship offered the probability of future economic benefit to Plaintiffs. On
6 information and belief, Defendants were aware that Plaintiff had (and still has) such
7 existing and prospective economic relationships.

8 57. In particular, Defendants have published, or caused to be published,
9 defamatory statements about Plaintiffs, which falsely accuse Plaintiffs of engaging
10 in dishonest, fraudulent and unlawful business practices, such as shill bidding, and
11 cautions consumers not to conduct business with Plaintiffs.

12 58. As a direct result of Defendants' interference, Plaintiff lost two
13 important economic benefits: (a) existing customers, several of which have
14 requested refunds since Defendant BeenBurned's Blog Entry was posted, and (b)
15 the opportunity to transact business with prospective buyers who were interested in
16 eDrop-Off auction items prior to Defendant BeenBurned's Blog Entry on
17 PurseBlog.

18 59. Upon information and belief, Defendants knowingly, intentionally, and
19 with malice committed the wrongful acts alleged above with the intent to interfere
20 with and disrupt the prospective economic relationship between Plaintiffs and their
21 existing and future customers, and/or with the knowledge that as a direct result of
22 the foregoing acts, interference with Plaintiffs' business was certain or substantially
23 certain to occur. Defendants' foregoing acts were not privileged.

24 60. By reason of the foregoing acts, the prospective economic relationship
25 between Plaintiffs and their existing and future customers was actually disrupted.
26 Defendants' acts constitute intentional interference with prospective economic
27 advantage under the laws of the State of California.

28 61. As a direct and proximate result of Defendants' conduct, Plaintiff has

1 suffered, is suffering and will continue to suffer financial and other damage in an
2 amount to be proven at trial.

3 62. Defendants' acts have caused, are causing, and will continue to cause,
4 irreparable injury to Plaintiff unless enjoined by this Court.

5 **SIXTH CAUSE OF ACTION**

6 **DECLARATORY RELIEF**

7 **(Against All Defendants)**

8 63. Plaintiffs repeat, reallege, adopt and incorporates each and every
9 allegation contained in Paragraphs 1 through 62, inclusive, as though fully set forth
10 herein.

11 64. There exists a genuine and bona fide dispute, and an actual
12 controversy and disagreement between Plaintiffs and Defendants concerning
13 whether Defendants may continue to post false and defamatory comments
14 regarding Plaintiff's business on PurseBlog's website as well as others.

15 65. Defendants' posts are false and are hurting Plaintiff's business.

16 66. Plaintiffs lack an adequate remedy at law. Plaintiffs have suffered
17 irreparable harm through the damage to Plaintiffs' professional reputation, and will
18 continue to be irreparably injured unless the Court declares that Defendants'
19 conduct is wrongful and the posts must be removed.

20 67. Pursuant to the Uniform Declaratory Judgment Act, 28 U.S.C. § 2201
21 through 2202, Plaintiff in good faith requests that the Court declare the following:
22 (a) posts on PurseBlog contending that Plaintiffs have engaged in shill bidding or
23 have offered products that are unauthenticated should be removed; and (b)
24 Defendants' future posting of similar baseless comments are unauthorized.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs respectfully requests that the Court enter judgment
27 and order in his favor and against Defendants, and each of them, as follows:

28 1. For temporary and permanent injunctive relief against Defendants, and

1 that Defendants, their officers, agents, representatives, servants, employees,
2 attorneys, successors and assignees, and all others in active concert or participation
3 with Defendants, be enjoined and restrained from posting false, disparaging and
4 defamatory statements about Plaintiffs on PurseBlog or anywhere else;

5 2. For an order requiring Defendants to immediately remove the false,
6 disparaging and defamatory statements currently published on PurseBlog;

7 3. For a declaration that Defendants must remove the defamatory and
8 false posts.

9 4. For actual damages, in an amount to be proven at trial;

10 5. For punitive damages, in an amount to be proven at trial.

11 DATED: May 10, 2012

EDWARDS WILDMAN PALMER LLP

Dominique Shelton

14 By

15 Dominique R. Shelton
16 Erin L. Pfaff
17 Attorneys for Plaintiff,
EDROP-OFF CHICAGO LLC and
CORRI MCFADDEN

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands trial by jury pursuant to the Federal Rules of Civil
20 Procedure, Rule 38(b) (28 U.S.C. § 38).

21 DATED: May 10, 2012

EDWARDS WILDMAN PALMER LLP

Dominique Shelton

24 By

25 Dominique R. Shelton
26 Erin L. Pfaff
27 Attorneys for Plaintiff,
EDROP-OFF CHICAGO LLC and
CORRI MCFADDEN

28

ORIGINAL

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself)
EDROP-OFF CHICAGO LLC and CORRI MCFADDEN

DEFENDANTS
NANCY R. BURKE, MIDLEY, INC. dba PURSEBLOG.COM, and DOES 1-10 INCLUSIVE

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
EDWARDS WILMAN PALMER LLP, Dominique R. Shelton, Esq.
9665 Wilshire Blvd., Suite 200, Beverly Hills, CA 90212

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in this State
Incorporated and Principal Place of Business in Another State
Foreign Nation

IV. ORIGIN (Place an X in one box only.)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify):
6 Multi-District Litigation
7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: Yes No
MONEY DEMANDED IN COMPLAINT: \$ Amount to be determined in excess of \$75,000.

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Defamation; trade libel; trademark infringement; intentional interference with contractual relations and with prospective economic advantage

VII. NATURE OF SUIT (Place an X in one box only.)

Table with 6 columns: OTHER STATUTES, CONTRACT, TORTS - PERSONAL INJURY, TORTS - PERSONAL PROPERTY, PRISONER PETITIONS, LABOR. Each column contains a list of legal categories with checkboxes.

CV12 04095

FOR OFFICE USE ONLY: Case Number:
AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Illinois

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Massachusetts; Florida

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	Nationwide

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Dominique R. Shelton Date May 10, 2012

Dominique R. Shelton

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))