

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2020-001052-CA-01

SECTION: CA27

JUDGE: Oscar Rodriguez-Fonts

Amit Raizada

Plaintiff(s)

vs.

Echo Fox, LP

Defendant(s)

_____ /

AGREED FINAL JUDGMENT

This matter having come before the Court upon the **AGREEMENT** and **CONSENT** of Plaintiff, Amit Raizada ("Plaintiff" or "Raizada"), and Defendant, Echo Fox, LP ("Defendant" or "Echo Fox"), and this Court being advised that the parties desire to resolve this controversy on the terms set forth below, and the Court having reviewed the file and being otherwise fully advised in the premises, the Court hereby finds as follows:

Findings of Fact and Conclusions of Law

1. Plaintiff filed a lawsuit against Defendant on January 16, 2020 for Defamation *Per Se*.
2. Defendant, caused to be published, was the source of, and/or authored the following false and defamatory statements (the "Statements") about Plaintiff:
 - Plaintiff engaged in "fraudulent activity";
 - Plaintiff is a "self-dealing, fraudulent individual";
 - Plaintiff "prey[ed] on children";

- Plaintiff “carries a criminal record”;
- Plaintiff had previously been convicted of fraud in a court of law;
- Plaintiff had been accused of money laundering;
- Plaintiff was charged for unlawful sexual misconduct with a minor in 1997 and preys on children;
- Plaintiff, had stolen over a million dollars from a prior business partner;
- Plaintiff had been taking money from a company to use for his own personal benefit and engaging in money laundering;
- Investors did not want to work with Echo Fox due to Plaintiff’s indirect involvement: “[Y]ou had investors wondering why would they want to pay an antisemitic, racist, self-dealing, fraudulent individual? . . . Why would they line his pockets with their money?”;
- Plaintiff is a racist and has a history of self-dealing;
- Rather than extend the EF Debt, Plaintiff purchased the debt secretly and “put a gun to the company’s head”;
- Plaintiff, as an existing shareholder in Echo Fox, purchased the debt from Twin Galaxies and then immediately threatened to call the debt, which put the company in a tailspin and was a breach of contract;
- Plaintiff leaked the email with the racial slur to the press;
- Plaintiff’s comments and business practices damaged Echo Fox and its ability to raise money;
- Plaintiff changed the Echo Fox partnership agreement on the day of signing to move certain investors down in priority in the capital table to a lower position than they were before;
- Plaintiff changed the Echo Fox partnership agreement in a fraudulent fashion;
- Plaintiff devalued Echo Fox and prevented a raise in value by his behavior and structure and fraud he created and by his breach of contract;

- Plaintiff “damaged the company, eroded the value, prevented a raise [in value] by structure he created, and he breached the contract. Not only did Plaintiff’s comments and his business practices damage the company, it actually also damaged Echo Fox’s ability to raise capital and operate a healthy company”;
- Plaintiff was a “bully”, engaged in “self- dealing” and “was holding the company hostage”;
- Plaintiff had gone behind the back of Echo Fox’s shareholders and changed the operating agreement to raise his influence and lower that of other shareholders;
- Plaintiff sent misinformation to Echo Fox investors; and
- Fox bought Echo Fox to get control because Plaintiff was self-dealing.
- Plaintiff is a "racist" and "anto-Semite."

3. The Statements were widely published and currently appear on websites on the Internet at the URLs listed in Exhibit “A” attached hereto and forming a part hereof.

4. This Court has jurisdiction over the subject matter in this dispute and of the parties herein pursuant to Florida Statute § 48.193. Venue is proper in this Court pursuant to Florida Statute § 47.051. The Court finds that there is a factual and legal basis for entry of this Judgment and for the enforceability of this Judgment as set forth herein.

5. The Court finds that the Statements directly and proximately caused Plaintiff injury and will continue to cause Plaintiff irreparable injuries.

6. The Court finds that the Statements are defamatory *per se* in that they:

- a. charge that a person has committed an infamous crime;
- b. tend to subject Plaintiff to hatred, distrust, ridicule, contempt, or disgrace; or
- c. tend to injure Plaintiff in his trade or profession.

7. The Court finds that the Statements threaten imminent irreparable harm to Plaintiff by defaming Plaintiff and interfering with Plaintiff's existing and prospective business relationships.

8. The Court finds that Plaintiff has set forth a *prima facie* case that the Statements are, in fact, defamatory and false.

Thus it is hereby ORDERED AND ADJUDGED as follows:

1. That Defendant or Plaintiff are to each take reasonable action to request that the statements be removed from the websites on which the Statements currently appear, set forth on Exhibit "A" attached hereto.

2. That in order to effectuate the intent of this Order, either Party may submit this Order to Google, Yahoo!, Bing, or any other Internet search engine so that any URLs at which the Statements appear can be permanently removed from their search results pursuant to their existing policies concerning de-indexing of defamatory or unlawful content; and

3. Defendant or Plaintiff may submit this Order to Google, Yahoo!, Bing or any other Internet search engine to have the Statements permanently removed from that search engine's search results.

4. Defendant or Plaintiff shall be free to submit this Order to any Internet Service Provider to cause the Statements to be permanently removed or otherwise de-indexed at any time now or in the future.

5. Because it is foreseeable that the above-referenced URLs, the Statements thereat, or substantially similar false and defamatory statements may be copied, referenced, later published, or later discovered to appear at URLs different than those listed on Exhibit "A," including but

not limited to index, directory, and search results pages, this Order shall allow Defendant or Plaintiff to take all lawful actions, including requesting removal from the Internet search engines Google, Yahoo!, and Bing, and any Internet Service Provider, to permanently remove all such webpages from the Internet.

6. Although the Settlement Agreement between the Parties provides for certain payments no other damages are awarded to any party in this matter, and each Party hereto shall bear its own attorney's fees and costs.

7. Jurisdiction is retained by the Court for the purpose of enabling any party to this Judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction of or the carrying out of this Judgment, for the modification of any of the requirements hereof, for enforcement of compliance herewith, and for the punishment of violations hereof, if any, as well as to enforce the terms and conditions of this Order.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 18th day of February, 2020.


2020-001052-CA-01 02-18-2020 3:39 PM

2020-001052-CA-01 02-18-2020 3:39 PM

Hon. Oscar Rodriguez-Fonts

CIRCUIT COURT JUDGE

Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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