

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

JOSEPH M. SALVANI and )  
 JFS Investments Inc., )  
 )  
 Plaintiffs, )  
 -vs- )  
 )  
 ADVFN PLC, a company incorporated )  
 under the laws of the United Kingdom, )  
 IHUB.COM. Com, Inc., and )  
 JOHN DOE, known herein as “brklynrusso”, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

**SECOND AMENDED  
VERIFIED COMPLAINT**

Case No. 13 CV 7082(ER)

**Jury Trial Demanded**

**INTRODUCTION**

**NOW COMES** Plaintiff, Joseph M. Salvani, (“Salvani”) an investment analyst and sole shareholder of JFS Investments Inc., (“JFS”) a financial consulting company by their attorneys and files this action against Defendants ADVFN PLC, (“ADVFN”) a company incorporated under the laws of the United Kingdom, InvestorsHub, Inc., (“IHub.com”) and JOHN DOE, known herein as “brklynrusso”.

The allegations herein are based upon Plaintiff Joseph M. Salvani’s personal knowledge, when pertaining to him and Plaintiff JFS Investments Inc., and at all other times, upon information and belief, based on the investigation and research of relevant documents obtained as well as publically available materials related to all other facts alleged in this Complaint.

**NATURE OF THE CLAIM FOR RELIEF**

1. Plaintiff Salvani's and JFS's federal claims for damages involve allegations against brklynrusso for his violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] by means of violating Section 9(a)(4) of the Exchange Act; [15U.S.C. §78 i(a)(4)], and additional allegations against ADVFN and IHub.com in violation of Rule 10b-5 (a) and (c), wherein Plaintiff claims both brklynrusso and IHub.com were primary violators thereunder, causing damages for the loss in value of securities owned by Salvani/JFS.

**PRELIMINARY STATEMENT**

2. The operative facts and claims for damages against involve allegations of market manipulation by brklynrusso as a primary violator engaged in market manipulation through Internet Postings and Defendants ADVFN and IHub.com as primary violators in their conduct as a content providers involve allegations for the individual conduct of brklynrusso and the business practices of ADVFN and IHub.com in the wrongful creation/publication and Posting of false/misleading and otherwise defamatory banners/headers in favor of its members without sufficiently disclaiming/disclosing or warning the reader that the postings were not endorsed by IHub.com, and by affirmatively endorsing said post as promoted on its Website which it is claimed was "built to provide a forum for serious investors to gather and share market insights in a dynamic environment using an advanced discussion platform."

3. Plaintiffs claim by reason of the foregoing a market manipulation of “CodeSmart Holdings, Inc. (ITEN)” stock, a publically traded company has been accomplished using statements which were defamatory per-se involving Plaintiff Salvani and causing injury to him and JFS in the market manipulation-loss in value of their ITEN Securities.

4. Plaintiffs Salvani and JFS claim that by way of brklynrusso, ADVFN and IHub.com there exists violations of Rule 10b-5 (a), (b) and (c), where ADVFN and IHub.com are liable for adopting; or in failing to disclaim/disclose or warn readers that they were not endorsing the statements made by its subscriber brklynrusso; in creating an express invitation to Defendant brklynrusso allowing him to post malicious per-se defamatory statements under defamatory banner headings created by and displayed on IHub.com Website; that by reason of its specific defamatory banner content headings ADVFN and IHub.com are publishers, who knowingly offered brklynrusso a device, scheme or artifice; that IHub.com engaged in acts, practices, or a course of business which operated or would operate as a fraud or deceit upon the market; in using defamatory per-se banner headings created by them for member brklynrusso postings intending to cause market manipulation in the value of ITEN stock and injury to Salvani/JFS.

5. At all times material hereto, by reason of the fraudulent, misleading, intentional/reckless conduct-omissions of Defendants brklynrusso, ADVFN, and

IHub.com in violation of New York State Law and common law rights owing to Salvani/JFS Defendants brklynrusso, ADVFN, and IHub.com have caused and are continuing to cause damages to Salvani and JFS in their business and by reason of the injury to the reputation of Salvani in the financial industry and capital markets and such that there was created by the acts themselves: 1) an interference and actual loss of income to Salvani/JFS in the value of the JFS/ITEN contract; 2) together with claims for injury of defamation per-se, libel per-se postings; 3) the intentional infliction of emotion distress in knowingly and intentionally making and otherwise allowing the per-se false, defamatory and libelous misstatement to appear in its publication content and remain posted thereafter on September 5, 2013, and concerning the of defamation per-se, libel per-se postings involving plaintiff Salvani and CodeSmart Holdings, Inc. (“CodeSmart”); 4) where Salvani is entitled to injunctive relief against Defendants, brklynrusso ADVFN, IHub.com.

6. At all times material hereto, by reason of their conduct Defendants brklynrusso, ADVFN, and IHub.com are primary violators of SEC Rules 10(b), 10b-5, (a) and (c), where their conduct has caused and continues to cause damages to Salvani/JFS in the value of their ITEN stock, through intentional and/or reckless conduct in connection with the business practice of ADVFN, and IHub.com such that their activities have affected the purchase and/or sale of ITEN Securities in Market.

### **FEDERAL QUESTION JURISDICTION**

7. This Court has federal question jurisdiction in this case under 28 U.S.C. § 1331, as Plaintiffs have asserted claims arising under the laws of the United States; specifically, causes of action involving federal questions related to Section 10b-of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 a), (b) or Rule 10b-5(c) thereunder [17 C.F.R. § 240.10b-5]; [15U.S.C. §78 i(a)(4)] .

### **VENUE**

8. Venue is appropriate in the US District Court for the Southern District of New York pursuant to 28 U.S.C. §1391, because a substantial part of the events giving rise to the dispute occurred in this district, a substantial part of the claims that are the subject of this action are situated in this district, and the Court has personal jurisdiction over each of the parties as alleged throughout this Complaint for activities which have caused injury to the Plaintiff in New York State and elsewhere.

### **SUPPLEMENTAL JURISDICTION**

9. Because Plaintiff has asserted various claims arising under state law that form part of the same case or controversy as the claims arising under federal law, this Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 for violations of New York's defamation and libel per-se claims, infliction of emotional distress and the aiding and abetting for transactions involving the fraud and/or deceit in the course of tortious activities of brklynrusso.

## **INJUNCTIVE RELIEF**

10. Defendants' conduct also constitutes entitlement to equitable injunctive relief directing the removal of the Message-Posting and enjoining the Defendants from engaging in further false and defamatory statements of Plaintiffs Joseph M. Salvani-JFS.

## **THE PARTIES**

### **Plaintiffs:**

11. Plaintiff, Joseph M. Salvani is an individual and is now, and at all times mentioned in this complaint a resident of the State of Florida.

12. Plaintiff, JFS Investments Inc., ("JFS") is now, and at all times mentioned in this complaint was, a corporation organized and existing under the laws of the State of Florida.

### **Defendants:**

13. Defendant ADVFN is now, and at all times mentioned in this complaint was, a corporation organized and existing under the laws of the United Kingdom with its principal place of business located in Essex and is the parent company of its wholly owned subsidiary IHub.com.

14. Defendant ADVFN is now, and at all times mentioned in this complaint in control of IHub.com in its day-to-day operations and as such is vicariously liable for the acts and omission of IHub.com.

15. Defendant IHub.com, is now, and at all times mentioned in this complaint was, a corporation organized and existing under the laws of the State of Missouri, with its principal place of business at 1802 N 291 Hwy, #10, Harrisonville, Missouri 64701, is the owner and operator of a Website known as “iHub.com”.

16. Plaintiffs are informed and believe, and thereupon allege that the Defendant brklynrusso is an individual who at all times mentioned in this complaint was/is a resident of the State of New York.

17. The true name of Defendant brklynrusso is unknown to plaintiffs at this time. Plaintiffs sue this defendant by this fictitious name and will upon determining his true identity seek leave to amend this complaint under his true name.

18. Plaintiffs are informed and believe, and based on that information and belief allege, that the Defendant IHub.com and the Defendant brklynrusso are legally responsible, jointly and severally liable for the events and happenings referred to in this complaint, and have unlawfully caused the injuries and damages to plaintiffs alleged hereafter.

19. Plaintiffs are informed and believe, and based on that information and belief allege, that at all times mentioned in this complaint, Defendants were the agents and employees and/or volunteers of their codefendants and in doing

the things alleged in this complaint were acting within the course and scope of such agency and are jointly and severally liable for the damages caused to Plaintiffs.

### **FACTUAL BACKGROUND**

20. Plaintiff Salvani has worked as an investment advisor through his company JFS and related companies, for in excess of 25 years.

21. At all times prior to on or before September 5, 2013, he was engaged in a formal written consulting agreement with CodeSmart a company located at 275 7<sup>th</sup> Ave., New York, New York .

22. The purpose of that agreement was/is to guide CodeSmart, and to advise CodeSmart in its dealings with institutions, and retail investors. The value of this capital raise agreement was in excess of \$3 million.

23. The agreement provided for both cash and CodeSmart Securities as payment to Salvani-JFS, wherein at all times prior to September 5, 2013, Salvani was the lawful holder of ITEN Securities.

24. Plaintiff has during his career enjoyed a good reputation, both generally and in the financial community at large.

25. Plaintiffs are informed and believe, and thereupon allege that the Defendant brklynrusso is an individual investor of CodeSmart who knew and was

at all times mentioned in this complaint aware of the agreement between Salvani and CodesSmart including the payment in CodeSmart Securities.

\* \* \*

**Investerhub.IHub.com**

26. IHub.com's defamatory banner specific content invitation as directed by ADVFN, through their established specific per-se defamatory content forums provides/created the means for its members to level personal attacks under the cloak of anonymity which has exposed Salvani to hatred, contempt, ridicule and obloquy and caused financial losses to him and JFS.

27. The Defendants IHub.com as directed by ADVFN, in their fraudulent, misleading willful, malicious, reckless and otherwise careless and/or negligent acts of publication in presenting the invitation and development of per-se defamatory postings under its defamatory headers without a proper disclaimer has, by reason of its use by brklynrusso caused injury to Plaintiff Salvani and his business, in his professional reputation, wherein Salvani by his injury and the claims hereinafter made has standing to proceed with this action for damages in his own right and on behalf of JFS Investments Inc.

28. Defendant IHub.com has been operating its Internet Website under the control of ADVFN acting as service and content provider since at least 2006 and provided a membership/service agreement to brklynrusso in the State of New York.

29. Revenues are generated by IHub.com's solicitation of paid for memberships throughout the United States including the State of New York which presently consists of approximately 250,000 members, including traders and other securities professionals, most of whom pay for the privilege of making on line post-messages on the Website's IHub.com's banner specific headings related to financial topics seeking public review and comment under the claim that the Website is "built to provide a forum for serious investors to gather and share market insights in a dynamic environment using an advanced discussion platform."

30. Beyond Membership revenues, revenue is generated by paid for national advertisers on the Website, who by reason of iHub.com's content specific banners, under which it provides publications to its membership population of "serious investors", the Website has attracted easily recognized financial institutions involved in investment services including well respected financial institutions such as Chase Bank, eTrade, Fidelity, Charles Schwab, and TD Ameritrade.

31. IHub.com limits its message boards' comments to subscription "Members" who must register and accept iHub's "Terms of Service".

32. Defendant IHub.com's Terms of Service require that a Member **must** "agree that you will not upload, share, post, or otherwise distribute or facilitate

distribution of any content ... that: [i]s unlawful, threatening, abusive, harassing, defamatory, libelous, vulgar, hateful, deceptive, fraudulent, invasive of another's privacy, tortious..." , and so on.

33. The Terms of Service do not obligate IHub.com "to remove any Content that, in[its] judgment, does not comply with these Terms in any way or with any other rules of user conduct for [their] Site, or is otherwise harmful, objectionable, or inaccurate, or clearly detracts from the value of the community, as determined in [their] sole judgment. . . ." .

34. IHub.com provides and has developed-created its own pre defamatory banners encouraging the comments-authorship, ratifying and otherwise expressly adopting per-se defamatory Posts by its' members allowing postings to be made using message boards created by them and containing defamatory content specific banner headings such as "Most Shady OTC/PK CEO's (CROOK)", "Fighting the Crooked CEO's and /or the MM's that HELP THEM", "Crooks, Frauds, Liars, and Banksters", and "Crooked's Den of Self Actualization".

35. IHub.com is aware, of its member policy violations posting per-se defamatory messages under its banner specific defamatory headings, but does not disclaim the accuracy of the postings or otherwise fully advise the reader of the fact that the postings are not adopted by them.

36. In fact, IHub.com claims that they “are not responsible for any failure or delay in removing such Content”, and again removal is made only if they choose to do so.

37. At all times material hereto, IHub.com requires that in order to respond to a Member’s Posting a non-member individual **MUST** become at least a non-paying member and register agreeing to the terms of its Membership Agreement.

\* \* \*

### **The Defamatory Post**

38. On or about September 5, 2013 at 10:30:33AM, Defendant brklynrusso, a subscribing member using the moniker posted a message (hereinafter “the Posting”) to the **message board** titled “CodeSmart Holdings, Inc. (ITEN)” stating:

**salvani was a former broker barred from the financial industry.** He now gets "consulting" jobs with OTC bulliten board co's that have no other means to raise money so he goes out w/ his cronies( brokers he knows)that promote the stock. How he gets paid? The brokers are given restricted stock which they subsequently sell **he gets paid off with cash in a bag.** The stock usually collapses w/ little value once they have exited. Just google Joe Salvani: **[Emphasis added.]**

<http://www.forbes.com/forbes/1998/0504/6109174s1.html> he works with this group out on LI and a broker Daniel welsh or walsh from garden state securities who also get stock in all of salvanis deals.

they get stock as an advisor for pretty much doing nothing....its a total joke and im shocked the sec hasn't knocked on their door yet.

as for ITEM, 35k rev losing 2mil ayr w/ a 50mil mkt cap....you tell me if this is a real px at 4? **pump n dump at its best** [Emphasis added.]

39. Plaintiffs are informed and believe that brklynrusso was and/or is a paying member of IHub.com and an investor with CodeSmart who can and did post the per- se the defamatory statement concerning Plaintiff Salvani intending to injure Salvani and manipulate ITEN's stock price in the market by reason and use of the defamatory per-se banners knowing it would be read by serious investors, traders and other securities professionals.

40. brklynrusso disseminated this false rumor through iHub.com's **message board** fully knowing by reason of the defamatory content specific boards and invited per-se defamatory banner headings that his posting would be published and read by traders and other securities professionals as evincing criminal wrongdoing on the part of Salvani/JFS .

41. IHub.com disseminated this false rumor through iHub.com's **message board** without disclaimer, and fully knowing by reason of the content specific boards and invited per-se banner headings that the posting would be published and read by traders and other securities professionals as evincing criminal wrongdoing as evincing criminal wrongdoing on the part of Salvani/JFS .

42. Shortly after the posting the false rumors spread rapidly across Wall Street. The media and certain subscriber-based news services quickly picked up the posting and further disseminated it throughout the marketplace.

43. brklynrusso's statements, which were material and intended to harm Salvani falsely evinced a knowledge of a **pump n dump** scheme by Salvani, which was entirely false and known by brklynrusso to be false when made wherein brklynrusso intended to cause injury to Salvani in his profession and in his ownership interest in ITEN.

44. In the alternative, brklynrusso knew, or was reckless in not knowing, that the rumor he fabricated and disseminated was false and misleading and would cause injury to Salvani in his profession and in his ownership interest in ITEN.

45. IHub.com's creation-publication of defamatory banners and headings and in its business practices of disregarding its own policy of offensive conduct were material to the injury caused Salvani where under the circumstances IHub.com knew that without a full and proper disclaimer the posting to harm Salvani in evincing a knowledge of a **pump n dump** scheme caused injury to Salvani in his profession and in his ownership interest in ITEN.

\* \* \*

### **Market Manipulation**

46. Shortly before brklynrusso began disseminating the false rumor concerning Salvani and the false **pump n dump** scheme commencing, on or about

August, 30 2013, ITEN stock began to trade in unanticipated and unexplained volumes experiencing trading at losses and evincing signs of stock manipulation.

47. On August 30, 2013, the value of the shares of ITEN was \$4.60 per share. Thereafter, ITEN stock experienced a steep decline occurred from September 6, 2013 to September 10, 2013 whereby ITEN went from \$3.97 per share down to \$3.05 per share; ITEN suffered almost a twenty-five percent decline in the value of its stock in just two trading days.

48. Over the next several days September 20, 2013, ITEN further declined in value down to \$2.13 per share and down again to \$1.82 per share by November 12, 2013.

49. Plaintiff shares were traded during this period wherein, but for the postings Salvani would not have experienced actual losses in his trades.

50. The brklynrusso publication-posting on the iHub.com referred to plaintiff Salvani by name throughout, was made of and concerning plaintiff, and was so understood by those who read the message to reflect and convey the appearance and manifestation that plaintiff Salvani was a criminal impugning his reputation and character in his occupation as a financial advisor.

51. The entire statement that “salvani was a former broker barred from the financial industry. . . .”, or otherwise engaged in a “**pump n dump**” was false and defamatory, libelous on its face as it pertains to him in his occupation.

52. The online message-Posting per-se defamation exposing and continuing to expose Salvani to hatred, contempt, ridicule and obloquy because it charges plaintiff in his profession from having been a “broker” prosecuted and “barred” from the financial industry, where it is commonly known by most “serious investors” that the only lawful powers who can ban or otherwise bar an individual from the financial industry would come from a finding of fact by an lawful tribunal which could issue an order enjoining or prohibiting Salvani from engaging in financial transactions, including but not limited to the Securities and Exchange Commission (“SEC”), FINRA or a court of competent jurisdiction.

53. There are no such orders, decrees or judgments, nor have any ever been issued against plaintiff Salvani or his Company JFS and defendants knew and were aware of the same.

54. The posting goes on to falsely allege a claim of stock manipulation involving CodeSmart a public company listed on the OTCBB and bearing ticker symbol (ITEN) identifying Salvani and “brokers he knows” accusing Salvani of being engaged in a **pump n dump** scheme with these “brokers”.

55. Plaintiff Salvani is not now, nor has he ever claimed to be a broker, and has not engaged in any of the illegal SEC activity alleged in the Posting.

56. The Message-Posting has appeared and continues to appear on the Website iHub.com since September 5, 2013, and continues to be seen and read by

the public including Denise Aversano, Lucy Squicciarinin, Konstantin Malyshkin, and others.

\* \* \*

### **Demand for Retraction/Removal**

57. That on or about September 5, 2013, Plaintiff Salvani discovered the Posting and on that day made a formal written demand of Defendant IHub.com informing them of the unlawfulness and per-se defamatory nature and content of the Posting demanding the Message-Posting be removed from the iHub.com.

58. On or about September 9, 2013, the webmaster for iHub.com, David Lawrence responded to Plaintiff Salvani's Demand refusing or otherwise failing to remove the Message-Posting despite its per-se defamatory content requiring Salvani to obtain a Court order and further citing IHub.com's right "not to make value judgments on the veracity" of its' members' Message-Postings.

\* \* \*

### **IHub.com/ ADVFN Liability**

59. That at all times material hereto, Defendant IHub.com is a "content provider" under the actual and/or constructive control of ADVFN providing-publishing its own comments-authorship and in ratifying and otherwise expressly adopting per-se defamatory postings creating, developing and adopting by creating message boards with banner headings such as "Most Shady OTC/PK CEO's (CROOK)", "Fighting the Crooked CEO's and /or the MM's that HELP THEM",

“Crooks, Frauds, Liars, and Banksters”, and “Crooked’s Den of Self Actualization”.

60. That at all times material hereto, Defendant IHub.com is a “content provider” under the actual or constructive control of ADVFN engaging in and materially contributing to the unlawfulness of the statements and has expressly participated in the development of these per-se defamatory statements by engaging in enhancement of the Posting by providing the defamatory content specific banners which intentionally invites comment and provides assistance in specific and targeted matters related to the financial industry in support of its stated purpose of its publication “. . . to provide a forum for serious investors to gather and share market insights in a dynamic environment using an advanced discussion platform. . .”

61. The headings are without a proper disclaimer/disclosure that the Post are not adopted by IHub.com and are intended to expressly expose the targeted individuals to hatred, contempt, ridicule and obloquy in most instances in their profession.

62. By reason of the content specific defamatory published banner headings without disclaimer/disclosure the invitation to post intended per-se defamatory subject matter on the Website IHub.com, Defendant IHub.com’s message boards have been filled with invited membership comments expressly

encouraging facially per-se defamatory Postings publicly defaming individuals with comments as described above and in particular those statements made of the Plaintiff Salvani.

63. At all times material hereto, IHub.com uses moderators to screen Membership Postings to remove what in its exclusive opinion, and at its discretion, is offensive content.

64. Defendant IHub.com claims to screen postings by enlisting moderators to “promote the civil exchange of on-topic dialog that complies with the iHub’s Terms of Service,” as stated in their iHub’s User and Moderator Handbook.

65. The Handbook specifically states, “In short, the role of the Moderator is to help foster an environment that promotes and encourages posting of ALL opinions and information about companies, regardless of the bullish or bearish sentiment of the posts, and to be the site’s first line of defense in ensuring [they] remain free of spam, vulgarity, and personal attacks.”

66. iHub’.com’s Moderators have the ability on the boards they are moderating to delete posts made by other iHub.com members.

67. At present, iHub.com’s has more than 17,000 active boards, each of which could have one or more moderators.

68. Currently, 6,802 boards have at least one moderator. At present, 4,317 iHub.com members volunteer as moderators on one or more boards.

69. “Since iHub began keeping track in 2007, there have been nearly 100,000 additions of, or removals of, moderators on iHub boards.”

70. That by reason of iHub.com’s content specific banners inviting comment directed at the “Most Shady OTC/PK CEO’s (CROOK)”, “Fighting the Crooked CEO’s and /or the MM’s that HELP THEM”, “Crooks, Frauds, Liars, and Banksters”, and “Crooked’s Den of Self Actualization”, without a disclaimer/disclosure, juxtaposed its policy of not removing posts based on “value judgments as to the veracity of user-posted content”; together with its refusal to remove the per-se Posting after receiving notice that the Posting is untrue IHub.com has created, developed and otherwise encouraged an environment that its Website is a “lawless no-man’s land” by way of its developed and adopted message content specific banners on its Website and omission of critical information concern the sale of securities.

71. The Membership population of iHub.com therefore consists entirely of members who have been invited, understand and agree that no matter what content they post, the Defendant IHub.com is under no obligation to remove the post and they will be immune from liability.

72. By not removing these posts and maintaining banner headings of a specific content expressing a criminal element IHub.com has encouraged and otherwise engaged in development of a business practice of comment-publication

involving allegations of a per-se defamatory character comprising the core of its content in attracting membership and readers, who are engaged in the sale/purchase of securities in the market where the Website has been expressly “built to provide a forum for serious investors to gather and share market insights in a dynamic environment using an advanced discussion platform.”; where the Defendant IHub.com has made it clear to all members and users of iHub.com and the public that such comments are not only invited but adopted and ratified and as such IHub.com has engaged in a materially misleading business practice, deceptive conduct, a manipulative act and a device/scheme or artifice in favor of its members and against the public where the content specific banners inviting comment directed at the “Most Shady OTC/PK CEO’s (CROOK)”, “Fighting the Crooked CEO’s and /or the MM’s that HELP THEM”, “Crooks, Frauds, Liars, and Banksters”, and “Crooked’s Den of Self Actualization”, operates as a fraud and deceit on the public

73. Given the inviting banner headings described above and the history of facially defamatory comments posted over the course of a decade it becomes clear the IHub.com has developed and otherwise encouraged an environment of a “lawless no-man’s land on the internet” for its own financial gain.

74. The unlawfulness of the Posting has increased user activity which has the effect of drawing sponsors who are endorsing the iHub.com Website with paid

advertisements such as Chase Bank, eTrade, Fidelity, Charles Schwab, and TD Ameritrade, which as intended increases awareness and membership generating direct income for these publications in the form of advertising income and from its' membership fees.

75. Defendant IHub.com's mandate of forcing the Plaintiff to respond to the Posting with a rehabilitating comment of his own without accepting the oppressive clause in the Terms of Service stating Defendant IHub.com will have no obligation to remove the source of Plaintiff's defamation severely contradicts Defendant IHub.com's assertion that to post on iHub.com "merely requires that such person fill out the on-line registration form and create a login name, alias (or screen name), and password" and is further proof of its control of the content.

76. At all times material hereto, the appearance of the Posting involving Plaintiff Salvani in the manner presented and with the intent to present "market insights" has had a direct effect in Salvani's JFS ability to participate and perform under the Agreement with CodeSmart Holding Inc., and others.

### **COUNT I.**

#### **Brklynrusso/IHub.com/ ADVFN**

#### **Violation of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 (a), (b) and (c) thereunder [17 C.F.R. § 240.10b-5]**

77. Paragraphs 1 through 76 above are realleged and incorporated herein by reference.

78. brklynrusso, and Investorhub.com by engaging in the conduct described above, directly or indirectly, by use of and the means and/or instrumentality of interstate commerce, and the wire facilities, the facilities of the national securities exchange network, in connection with the purchase and/or sale of securities:

- (a) with scienter, employed, devices, schemes, or artifices to defraud,
- (b) made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or
- (c) engaged in acts, practices, or courses of business which operate or would operate as a fraud or deceit upon any person.

79. By reason of the foregoing, brklynrusso and Investorhub.com have caused injury to Plaintiffs in the property and value of their ITEN shares and has by such conduct violated Section 10(b) of the Exchange Act and Rule 10b-5 (a), (b) and (c) thereunder.

80. By reason of the foregoing Salvani/JFS have sustained a loss in the value of his ITEN Securities and has been damaged in an amount to be proven at trial.

**COUNT II.**  
**brklynrusso**

**Violation of Section 9(a)(4) of the Exchange Act**  
**[15 U.S.C. § 78i(a)(4)]**

81. Paragraphs 1 through 80 above are realleged and incorporated herein by reference.

82. By engaging in the conduct described above, brklynrusso, directly or indirectly, by the use of the wires and means or instrumentality of interstate commerce, and the facility of national securities exchange, or for any member of a national securities exchange, engaged in selling or offering for sale or purchasing or offering to purchase the ITEN securities owned by Salvani, made, regarding said security registered on a national securities exchange, did for the purpose of inducing the purchase or sale of ITEN securities, made statements which were at the time and in the light of the circumstances under which they were made, false or misleading with respect to material facts, and which he knew or had reasonable grounds to believe were so false or misleading and intended to manipulate the market price and ownership interest of Salvani.

83. By reason of the foregoing, brklynrusso violated Section 9(a)(4) of the Exchange Act.

84. By reason of the foregoing Salvani has sustained a loss in the value of his ITEN Securities and has been damaged in an amount to be proven at trial.

**COUNT III.**  
**Brklynrusso/IHub.com/ ADVFN**  
**Defamation**

85. Paragraphs 1 through 84 above are realleged and incorporated herein by reference.

86. That at all times material hereto, Defendant IHub.com is a "content provider" and is libel together with brklynrusso for the per-se defamatory comments of brklynrusso; by failing to disclaim/disclose the false character of the post and otherwise enforce its own internal polices; by adding its own comments-authorship and in ratifying and otherwise expressly adopting said Post; and by creating message boards with defamatory per-se banner headings such as "Most Shady OTC/PK CEO's (CROOK)", "Fighting the Crooked CEO's and /or the MM's that HELP THEM", "Crooks, Frauds, Liars, and Banksters", and "Crooked's Den of Self Actualization".

87. Defendants Investors brklynrusso have intentionally and maliciously used language tending to harm the reputation of Plaintiff Salvani so as to lower the public opinion of Salvani in the estimation of the community or to deter CodeSmart and others from associating or dealing with Plaintiff Salvani and JFS.

88. The statements about Salvani were falsely, maliciously, and intentionally published by the Defendants and were known by them to be false at the time they were made; or the alternatively defendants became aware of the false nature of the Post and adopted said statements as their own refusing to remove them from their Website after due demand and notice.

89. The statements were published or remained published with actual malice with the intent to injure Plaintiff Salvani/JFS in his business and professional reputation.

90. Plaintiff Salvani was specifically identified in the defamatory matter promulgated by the Defendants.

91. By reason of its intentional encouragement and conduct in this matter IHub.com/ADVFN is not neutral in simply providing an interactive Website with respect to the intended offensiveness content Posted and concerning Plaintiff Salvani in that they developed banner headings which were in ad of themselves defamatory and encouraged the environment that invited the per-se defamatory illegal and actionable Posting about him by and for their own personal financial gain.

92. By reason of the foregoing, the Defendant IHub.com/ADVFN in its use of mandatory membership agreements and banner headings created, developed and adopted by them, has ratified the comments of brklynrusso aiding and abetting in the development of his Posting and is responsible for the development of the specific per-se defamatory content as a substance provider using its own banner headings for effective publishing for the purpose of engaging in growing its paid membership and advertising fees.

93. By reason of the foregoing, the Defendant IHub.com/ADVFN is responsible for the per-se defamatory Posting made by its member brklynrusso.

94. The defamatory language was published in that Defendants intentionally, recklessly carelessly and/or negligently communicated such defamatory language to third parties not the Plaintiff, specifically, Denise Aversano, Lucy Squicciarinin, Konstantin Malyshkin, and others.

95. As a proximate result of the above-described publication, plaintiff has suffered loss of his occupation of no less than \$2,000,000.00; loss in his reputation, shame, mortification, and injury to his feelings, all to his damage in a total amount to be established by proof at trial but no less that the damages sustained by Plaintiff under the terms and provisions of his contract with CodeSmart.

96. The above-described publication was not privileged because it was published by defendants with the specific intent of brklynrusso in his malice, hatred and ill will toward plaintiff and the desire to injure him in his profession the defendants had jointly engaged in the publication and development of said content in injuring Plaintiff.

97. Because of defendants' malice in publishing, plaintiff has sustained actual damages, in the amount of \$2,000,000.00.

98. By reason of the direct and proximate result of Defendants' defamation of Plaintiff Salvani, Plaintiff has suffered an injury to his reputation and loss of employment opportunities, and since the defamatory statements of the Defendants were intentional, with malice or with reckless disregard as to whether they were false or not, the Plaintiff is entitled to punitive damages in addition to the damages suffered.

**COUNT IV.**

**Brklynrusso/IHub.com/ ADVFN**  
**Libel Per-se All Defendants**

99. Paragraphs 1 through 98 above are realleged and incorporated herein by reference.

100. Defendants have intentionally and maliciously used language tending to harm the reputation of Plaintiff so as to lower Plaintiff's standing and reputation in the estimation of the community or to deter third-persons, specifically but not limited to CodeSmart and others from associating or dealing with Plaintiff Salvani of his Company JFS.

101. Plaintiff Salvani was specifically identified in the defamatory Message-Posting as published by on iHub.com.

102. The libelous language stated of fact that the Plaintiff Salvani "was a former broker barred from the financial industry" . . . who "gets paid off with cash in a bag" . . . engaged a pump n dump in relation to CodeSmart.

103. This published statement as fact directly accuses Plaintiff Salvani of dishonesty in his profession where he is engaged in criminal wrongdoing.

104. The defamatory language was published in that Defendants intentionally or negligently communicated such defamatory language to third parties not the Plaintiff, specifically, Denise Aversano, Lucy Squicciarini, Konstantin Malyshkin, and others.

105. As a proximate result of the above-described publication, plaintiff has suffered loss of his occupation of no less than \$2,000,000.00; loss in his reputation, shame, mortification, and injury to his feelings, all to his damage in a total amount to be established by proof at trial but no less than the damages sustained by Plaintiff under the terms and provisions of his contract with CodeSmart.

106. The above-described publication was not privileged because it was published by defendants with the specific intent of brklynrusso in his malice, hatred and ill will toward plaintiff and the desire to injure him in his profession the defendants had jointly engaged in the publication and development of said content in injuring Plaintiff.

107. Because of defendants' malice in publishing, plaintiff has sustained actual damages, in the amount of \$2,000,000.00.

108. By reason of the direct and proximate result of Defendants' defamation of Plaintiff Salvani, Plaintiff has suffered an injury to his reputation and loss of employment opportunities, and since the defamatory statements of the Defendants were intentional, with malice or with reckless disregard as to whether they were false or not, the Plaintiff is entitled to punitive damages in addition to the damages suffered.

**COUNT V.**  
**Brklynrusso/IHub.com/ ADVFN**  
**(Tortious Interference With A Contract)**

109. Paragraphs 1 through 108 above are realleged and incorporated herein by reference.

110. A binding contract existed between the Plaintiffs and CodeSmart on or before the September 5, 2013.

111. Defendant brklynrusso knew of the existence of this contract.

112. Defendant brklynrusso intentionally and, with malice towards Plaintiffs, induced a breach the contractual obligations among the parties.

113. As a result of the breach, Plaintiff has incurred damages, which include, but are not limited to, pecuniary loss and the loss of opportunities to make substantial profits from the contract.

114. Defendant brklynrusso is therefore liable for the tort of tortious interference with a contract. Because of defendants' malice in publishing, plaintiff has sustained actual damages, in the amount of \$2,000,000.00.

115. By reason of the direct and proximate result of Defendants' defamation of Plaintiff Salvani, Plaintiff has suffered an injury to his reputation and loss of employment opportunities, and since the defamatory statements of the Defendants were intentional, with malice or with reckless disregard as to whether they were false or not, the Plaintiff is entitled to punitive damages in addition to the damages suffered.

**COUNT VI.**  
**ADVFN and IHub.com's**  
**Aiding and Abetting**

116. Paragraphs 1 through 115 above are realleged and incorporated herein by reference.

117. That the at all times material hereto brklynrusso's was liable for his actions in causing the defamation per-se, libel per-se, intentional emotion distress and tortious interference with prospective contract to Salvani.

118. That the at all times material hereto defendants ADVFN and IHub.com knew and were aware of the false and defamatory statements and malicious nature of brklynrusso's posting and as intended, after September 5, 2013, engaged in extreme and outrageous conduct by aiding and abetting or

otherwise intending to assist or further cause the continuing torts of defamation per-se, libel per-se intentional emotional distress and tortious interference with prospective contract or disregard a substantial probability of causing said injury to Salvani; and there exist a substantial assistance in the connection between the conduct and injuries; sustained by Plaintiff.

119. By reason of the foregoing, Defendants ADVFN and IHub.com are liable in damages to the Plaintiff for the unlawful consequences of their acts aforesaid in a sum no less than \$5,000,000.00, or as may be determined by a jury.

120. The aforementioned acts of Defendants ADVFN and IHub.com were willful, wanton, malicious, and oppressive, were undertaken with the intent to cause emotional distress, and justify the awarding of exemplary and punitive damages in the amount of \$10,000,000, or as may be determined by a jury .

**COUNT VII.**  
**Brklynrusso**  
**Intentional Infliction of Emotional Distress**

121. Paragraphs 1 through 120 above are realleged and incorporated herein by reference.

122. That the defendants intended and engaged in extreme and outrageous conduct; intending to cause, or disregard a substantial probability of causing, severe emotional distress; and there exist a causal connection between the conduct and injury; and severe emotional distress sustained by Plaintiff.

123. By reason of the foregoing, Defendants are liable in damages to the Plaintiff for the unlawful consequences of their acts in a sum no less than \$5,000,000.00, or as may be determined by a jury.

124. The aforementioned acts of Defendants were willful, wanton, malicious, and oppressive, were undertaken with the intent to cause emotional distress, and justify the awarding of exemplary and punitive damages in the amount of \$10,000,000, or as may be determined by a jury .

### **COUNT VIII.**

#### **Removal of Defamatory and Libelous Statement Permanent Injunction (Against All Defendants)**

125. Paragraphs 1 through 124 above are realleged and incorporated herein by reference.

126. That by reason of the foregoing, Plaintiff Salvani is entitled to an order directing the removal of the Message-Postings and a permanent order enjoining Defendants, and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, from publishing or republishing the Message-Posting.

### **PRAYER FOR RELIEF**

**WHEREFORE**, with respect to the above claims and causes of action, Plaintiff demands judgment against defendants, and each of them, for:

- (1) A judgment for damages occurring by violations of Section 10(b) of

the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 (a),(b) and (c) thereunder [17 C.F.R. § 40.10b-5] in an amount to be proven at trial;

(2) A judgment for damages occurring by violations of Section 9(a)(4) of the Exchange Act [15 U.S.C. § 78i(a)(4)] in an amount to be proven at trial;

(3) A judgment to Plaintiffs Salvani-JFS on their claims and cause of action for Defamation including awarding compensatory damages in a sum no less than \$2,000,000.00, together with punitive damages in the amount as may be determined at trial or such other sum as the law may provide;

(4) A judgment to Plaintiffs Salvani-JFS on their claims and cause of action for Libel Per-se including awarding compensatory damages in a sum no less than \$2,000,000.00, together with punitive, damages in the amount as may be determined at trial or such other sum as the law may provide;

(5) A judgment to Plaintiffs Salvani-JFS on their claims and cause of action for Tortious Interference With a Contract including awarding compensatory damages in a sum no less than \$2,000,000.00 together with punitive damages in the amount as may be proved at trial or such other sum as the law may provide;

(6) A judgment to Plaintiffs Salvani-JFS on their claims and cause of action for Aiding and Abetting including awarding compensatory damages in a sum no less than \$5,000,000.00 or as may be determined by a jury together with

the awarding of exemplary and punitive damages in the amount of \$10,000,000, or as may be determined by a jury.

(7) A judgment to Plaintiffs Salvani-JFS on their claims and cause of action for Intentional Infliction of Emotional Distress awarding compensatory damages in a sum no less than \$5,000,000.00 together with the awarding of exemplary and punitive damages in the amount of \$10,000,000, or as may be determined by a jury;

(8) Interest as allowed by law;

(9) Issue an order directing the removal of the Posting and permanently enjoining Defendants, and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, from publishing or republishing the Message-Posting and enjoining Defendants from any further derogatory and false publications involving Plaintiff;

(10) Grant Plaintiffs' their attorney's fees, costs and other disbursements, and;

(11) Grant such addition relief as the Court deems just and proper.

Dated: January 31, 2014  
White Plains, New York

           /S/            Douglas R. Dollinger  
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& Associates

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**INDIVIDUAL VERIFICATION**

I, Joseph M. Salvani, am a Plaintiff and sole shareholder of JFS Investments, Inc., also a Plaintiff in the above-entitled action. I have read the foregoing Complaint and know the contents thereof.

The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Staten Island, New York.

Dated: January 31, 2014  
Staten Island, New York

\_\_\_\_\_/S/\_\_\_\_\_  
Joseph M. Salvani, Plaintiff