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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2025-000364

Richard A. Gorman Respondent,

v.

John C. Monarch Appellant.

RECORD ON APPEAL
Volume IV of IV (ROA_01471-01551)

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V. CERTIFICATION

Consistent with Rule 210, SCACR, the undersigned counsel for Appellant hereby certifies that this Record on Appeal contains all material proposed to be included by the parties and not any other material.

Respectfully submitted,

s/ Steven Edward Buckingham

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 October 31, 2025

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Florida Department of Law Enforcement - Sexual Offender / Predator Flyer



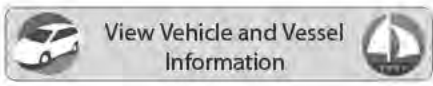
Richard Andrew Gorman
Date Of Photo: 07/10/2009

[Click Here to Track this Offender](#)

Designation:	Sexual Offender
Name:	Richard Andrew Gorman
Status:	Supervised - FL Dept of Corrections
Department of Corrections #:	N15027 Search the Dept of Corrections Website
Date of Birth:	05/11/1982
Race:	White
Sex:	Male
Hair:	Brown
Eyes:	Brown
Height:	6'00"
Weight:	147 lbs

Gorman is registered as a Sexual Offender. Positive identification cannot be established unless a fingerprint comparison is made.

Aliases				
Richard A Gorman, Richard Gorman, Richard A Gorman Jr				
Scars, Marks & Tattoos				
Information temporarily unavailable				
Address Information				
Address	Address Source Information	Map Link		
Out of State Savannah, GA 31404-5078 Chatham COUNTY	Source: Florida Dept. of Law Enforcement Received: 04/14/2011 Type of Address: Permanent	Address not mappable		
Crime Information - Qualifying Offenses				
Adjudication Date	Crime Description	Court Case Number	Jurisdiction & State	Adjudication
07/06/2005	SEX BAT/INJ NOT LIKELY; F.S. 794.011(5)	0302112	LEON, FL	Guilty/convict
Victim Information				
Gender:Female Minor:No				



NEW SEARCH

CAUTION! If you reached this flyer from any site other than FDLE's Florida Sexual Offender and Predator homepage, FDLE cannot guarantee the timeliness of the information you are viewing. To receive the most current information regarding registered sexual offenders or sexual predators registered with the State of Florida please conduct an "Offender Search" from FDLE's website located at <http://offender.fdle.state.fl.us/offender>

If further information is needed, please contact the [Florida Department of Law Enforcement Registration & Compliance Unit](#) at (1-888-357-7332) between the hours of 8am and 6:30pm, Monday through Friday.

Positive identification cannot be established unless a fingerprint comparison is made. Any person who misuses public records information relating to a sexual predator, as defined in this section, or a sexual offender, commits a misdemeanor of the first degree. Please see [775.21\(10\)\(c\)](#) for more information.

- <http://www.pameganslaw.state.pa.us/OffenderDetail.aspx?OffenderId=14784>
- <http://offender.fdle.state.fl.us/offender/flyer.do?personId=50706>
- <http://www.homefacts.com/offender-detail/PA14784/Richard-Gorman.html>

794.011(5) Commits Sexual Battery; Victim 12 Or Older And In Process Uses Physical Force Not Likely To Cause Serious Personal Injury

GORMAN_0014784

(5) A person who commits sexual battery upon a person 12 years of age or older, without that person's consent, and in the process thereof does not use physical force and violence likely to cause serious personal injury commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, s. 775.084, or s. 794.0115.

He also claims to work with all these companies:

AffiliateSummit.com
<http://zacjohnson.com/online-reputation-management-top-firms/>
<http://jumbleberry.com/contact/>
<http://www.total-apps.com>
<http://www.venable.com/todd-a-harrison/>
<http://www.itera.ru/isp/eng/>
<http://www.beckerortho.com/>
<http://www.adsdirect.com/>
<http://www.limelightcrm.com/blog/>
<http://sspr.com/>
<http://www.glacierpayments.com/>
www.hershsandhoo.com
<http://engagebdr.com/about-us/>
 Rich Gorman also brags about helping Kevan Barlow of the NFL 49ers, with a testimonial posted along with the NFL LOGO.

Here's some of the alleged stories of what allegedly happened:

Richard Gorman Jr. was no ordinary Florida State University undergraduate in 2003, the year he was arrested. He was flashy. He had money. He had co-founded an online nutritional-supplements company in Altamonte Springs.

On Jan. 15, 2003, a female student woke up in his Tallahassee apartment, not knowing how she got there.

The night before, she had been playing pool at a bar with Gorman and some of his fraternity brothers and blacked out, she would later tell authorities.

"I felt like I had been . . . raped," she would testify later. There was blood, she said, and she was sore.

She could not, however, swear that she had been assaulted.

Five months later, on June 21, 2003, another female student was found sobbing and screaming not far from Gorman's apartment.

Gorman had taken her home after a night of dancing and raped her, she told authorities. He was arrested a few hours later.

He went to trial in February 2005, charged with raping the woman who was found crying. Smith was the prosecutor. Jurors could not reach a verdict, however, and a judge declared a mistrial.

A few weeks later, Smith charged Gorman with rape in the earlier incident involving the woman who had blacked out.

On June 6, 2005, Smith put Gorman back on trial in the case that had ended without a verdict. Again, Gorman said he was innocent. This time, however, the jury found him guilty.

Before Gorman was sentenced, both sides negotiated a deal: Gorman would get five years in prison for the rape of which he had been found guilty. He also pleaded no contest to a lesser charge -- misdemeanor battery -- and got 30 days in the case of the woman who had passed out.

Gorman went to trial twice in Tallahassee. The first, in February 2005, ended with a hung jury. The second, in June 2005, went so badly for the prosecution that Chastity's lawyers offered Gorman a plea bargain the night before the verdict: 12 months probation, no prison.

But Gorman, his parents and attorneys were so convinced of a not-guilty verdict that they passed on the plea bargain. When the jury issued a guilty verdict, the judge ordered lawyers for both sides to come up with a new plea agreement less than the mandatory 8.9 years.

To his great regret, Gorman signed off on the agreement, which also included waivers prohibiting his seeking any post-conviction relief, including raising claims of ineffective counsel.

Thus, until Gorman is 37 years old, he will be on probation, possibly under curfew, and will have to live under sex offender restrictions until he's at least 47.

<http://anonnews.org/forum/post/8233>

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her homework, she would have found that Gorman invited the underage victim to go out in a limousine with four other girls and provided plenty of booze. He also stopped to pick up a ^^^ and proceeded to a local bar. It was there that the victim became ill and asked to be taken home. Gorman volunteered to take her home but bypassed her dorm and took her to his house. Charged with rape - his second charge in a matter of months - Gorman's "first" story was that nothing happened. When positive DNA results were returned, his firm denials changed to "it was consensual." Gorman has been successful in convincing a jury of one - Kathleen Parker - of his innocence. He was less successful with a six-person jury, which delivered a unanimous guilty verdict. Thankfully, the jurors considered all the evidence, not just one side.

Some other fun stuff:

<http://realitychatter.forumotions.net/t2093-bio-dad-is-a-convicted-so>



Julie

Moderator

Posts: 25977

Join date: 2009-10-14

Location: at a yard sale in mount dora fl

Mood: ☺

Bio Dad is a Convicted SO

by Julie on Thu Mar 04, 2010 3:32 pm

Marinade Dave's has an interesting thread today, here is just part of it.

The Irony

Before Sparkle was in her grave, her old boyfriend, Richard Andrew Gorman, Jr., swept into town plucked little Alexis from the grasp of her grandparents and took her back to Pennsylvania. Yes, I know, it's not his natural father. Yes, he had every right to do that. She was gone before the funeral service. How might I say, but perfectly legal because Gorman is closer to her than any living relative. As much as all the maternal grandparents wanted to keep her, they have no rights. However, that doesn't mean they're going to accept the situation. They plan on battling Gorman for custody rights.

"I'm going to fight him every day, and he's going to know that the law is on Lexi's side," her mother, Kenneth Bacchus, said.

Why? You see, Richard Gorman is a convicted felon, but believe it or not, his conviction has not taken away his fitness as a father and the only way Lexi's grandparents would be able to get custody of the girl if the authorities could prove he is abusing or neglecting her. That will be tough to do since she now lives in Pennsylvania. Unfortunately, there's one more thing I need to tell you about **Gorman**. He is a **convicted offender**. I think it's very important that all of you know this. Perhaps, it will give you a better understanding of the law in Florida, because, like I've been saying all along, the law is very clear: grandparents have no rights in this state.

<http://marinadedave.wordpress.com/2010/03/04/the-irony/>

<http://my.opera.com/lounge/forums/findpost.pl?id=1561975>

One of the most important functions of the Office of the State Attorney is to stand up for the victims of crime. It is in that vein that I must respond to a recent commentary by Kathleen Parker regarding the rape conviction of Rich Gorman ("Brief encounter ruined a young man's life," May 4).

Parker is the latest victim of Gorman's public-relations campaign, which employs the age-old defense tactic of blaming the victim. She talks about a 30-pound box of court documents that she apparently failed to review, and not once has she called this office for information. Had Parker done so, she would have found that the "regular college Joe" she describes actually ran an escort service and had a thriving computer business.

Had Parker done her homework, she would have found that Gorman invited the underage victim to go out in a limousine with four other girls and provided plenty of booze. He also stopped to pick up a stripper and proceeded to a local bar. It was there that the victim became ill and asked to be taken home. Gorman volunteered to take her home but bypassed her dorm and took her to his house. Charged with rape - his second charge in a matter of months - Gorman's "first" story was that nothing happened. When positive DNA results were returned, his firm denials changed to "it was consensual."

Gorman has been successful in convincing a jury of one - Kathleen Parker - of his innocence. He was less successful with a six-person jury, which delivered a unanimous guilty verdict. Thankfully, the jurors considered all the evidence, not just one side.

WILLIAM N. MEGGS
State Attorney

ATTACHMENT H

ELECTRONICALLY FILED - 2025 Jan 23 4:06 PM - GREENVILLE - COMMON PLEAS - CASE#2021CP2303414

On another forum somebody posted this as well:

<http://www.local6.com/news/4442195/detail.html>

Gorman apparently was/is cofounder/president of some company he created with a buddy.

"Some women say Gorman is a rapist, and police charged company computers were used to intimidate one of his alleged victims.

"While he was president, the company's computers were connected to an anonymous e-mail exposing the name of a rape victim, his rape victim, allegedly -- one of two women Gorman is charged with raping in Tallahassee," Pipitone said in the report.

One posting called the woman an HIV-infected drug user who had sex with more than 100 men, and another said she had been raped by her father.

Gorman was charged with witness tampering in Leon County, but the charges were dropped because the computers connected to the e-mail accounts were located in Orange County, at Oevau and at Seminole County at Gorman's parents' home, Local 6 News reported.

Gorman is supposed to be living at his parents' home while free on \$20,000 bond as he awaits trials on both rape charges, according to the report.

.....

Gorman, who has not been convicted of a crime, faces the first of two rape trials next month in Tallahassee. His first trial ended in a hung jury."

Type of Search: CRIMINAL
Scope: FELONY AND MISDEMEANOR
Jurisdiction: STATEWIDE

Arrest Date: 06/21/2003
Arresting Agency: TALLAHASSEE POLICE DEPARTMENT
SID Number: FL-05039972
Charge: SEX ASSAULT, VICTIM OVER 12 YEARS OF AGE,
PHYSICAL FORCE - FELONY
Disposition: DISPOSITION NOT AVAILABLE THROUGH STATEWIDE
REPORTING

The following information was found -
Name: RICHARD A. GORMAN
AKA: RICHARD GORMAN, RICHARD ANDREW GORMAN
DOB: MATCHES
SSN: MATCHES
Addr on File: 1551 EAGLES NEST CIR., WINTER PARK, FL
DL#: NA
Physical Desc.: WHITE MALE, HT 6'0, WT 194, BLACK HAIR, BROWN
EYES, TATTOO

Arrest Date: 08/04/2004
Arresting Agency: ORLANDO REGIONAL OPERATIONS CENTER
SID Number: FL-05039972
Charge: COUNT 1 INVADE PRIVACY, MISUSE OF CONFIDENTIAL
INFORMATION - MISDEMEANOR
COUNT 2 OBSTRUCTING JUSTICE, HARASS
WITNESS/VICTIM/INFORMANT - MISDEMEANOR
Disposition: COUNTS 1 AND 2 DISPOSITION NOT AVAILABLE THROUGH
STATEWIDE REPORTING

The following information was found -
Name: RICHARD A. GORMAN
AKA: RICHARD GORMAN, RICHARD ANDREW GORMAN
DOB: MATCHES
SSN: MATCHES
Addr on File: 1551 EAGLES NEST CIR., WINTER PARK, FL
DL#: NA
Physical Desc.: WHITE MALE, HT 6'0, WT 194, BLACK HAIR, BROWN
EYES, TATTOO

Arrest Date: 12/09/2004
Arresting Agency: LEON COUNTY SHERIFF'S OFFICE
SID Number: FL-05039972
Charge: SEX ASSAULT, VICTIM OVER 12 YEARS OF AGE,
PHYSICAL FORCE FELONY
Disposition: DISPOSITION NOT AVAILABLE THROUGH STATEWIDE
REPORTING

The following information was found -

Name: RICHARD A. GORMAN
 AKA: RICHARD GORMAN, RICHARD ANDREW GORMAN
 DOB: MATCHES
 SSN: MATCHES
 Addr on File: 1551 EAGLES NEST CIR., WINTER PARK, FL
 DL#: NA
 Physical Desc.: WHITE MALE, HT 6'0, WT 194, BLACK HAIR, BROWN EYES, TATTOO

ps. nice photoshopped headquarters:

US & INTERNATIONAL FULFILLMENT	HEALTH & BEAUTY PRIVATE LABELING	RATES	COMPANY INFO
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COMPANY INFO

At Cost Fulfillment was founded in 2011 for Direct Response Marketers, by Direct Response Marketers.

We have 2 primary focuses here at At Cost Fulfillment:

1. High volume order fulfillment.
2. Private label health/beauty manufacturing.

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3 Comments



1. Aug05
Jeff

Another great post bro. I was sick of Rich Gorman's non-stop chest pounding about how great he is and how everything he touches turns to gold. It doesn't take much research to see his "businesses" are shit, and now this on top of it is icing on the cake.

It's also no wonder he pushes his reputation management company so hard. He'll need it to clean up this mess.

[Reply](#)



2. James Nov27

James

Finally somebody has the balls to expose the truth. Great job PI!!

[Reply](#)



o admin Nov28

admin

This isn't PI.....

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ATTACHMENT I

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	CASE NO.: 2021-CP-23-03414
Richard Gorman,)	
)	
Plaintiff,)	
)	
v.)	
)	
John C. Monarch,)	
)	
Defendant.)	
_____)	

DEPOSITION OF

ILLYA SHPETRIK

via

Zoom Video Conference

Thursday, February 23, 2023

1:03 p.m. - 4:04 p.m.

The deposition of ILLYA SHPETRIK was taken via Zoom Video Conferencing before Kim C. Young, a notary public in and for the State of South Carolina, commencing on Thursday, February 23, 2023, pursuant to Notice of Deposition and/or agreement of counsel.

Robin K. Reibold, CVR
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ROA_01477

ATTACHMENT I

12

ILLYA SHPETRIK 2/23/2023

1 A. I'm just looking through it in the Dropbox link.

2 But yes, it seems correct.

3 Q. In this affidavit you discuss various involvement
4 you had with a guy named John Monarch, who is the
5 defendant in this case, concerning some activities
6 with regard to Richard Gorman, who's the plaintiff
7 in this case. And you make a statement in this
8 affidavit that Mr. Monarch was using you as a tool
9 and buffer in a campaign against Mr. Gorman. Would
10 you describe everything that you had to do with
11 making internet postings concerning Mr. Gorman was
12 consistent with Mr. Monarch using you as such a tool
13 and buffer?

14 A. No, I wouldn't say that.

15 Q. Okay, well, what would you say?

16 A. In regards to what specifically?

17 Q. What would you say about that? How would you
18 describe your internet postings concerning Richard
19 Gorman?

20 A. Well, I operated a website that seeks to call out
21 people that I thought were bad in the industry or
22 who had a previous issue in the industry, and that's
23 how Performoutsider came about.

24 Q. When you say "the industry," what do you mean?

25 A. Like, the affiliate marketing/internet marketing

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ROA_01478

ATTACHMENT I

13

ILLYA SHPETRIK 2/23/2023

1 industry.

2 Q. Okay. The internet postings that you made about
3 Richard Gorman, John Monarch encouraged you to make
4 those postings?

5 MR. PRESS: And, Drew, could you be more specific about
6 individual postings? I think before you asked a
7 pretty broad question. And I think it could
8 probably benefit everybody if you are specific so
9 that we can get, you know, the answers that -- that
10 -- that are appropriate.

11 MR. RADEKER: Okay. I know you're in New York, right?

12 MR. PRESS: I am.

13 MR. RADEKER: Yeah. Here, we would call that a speaking
14 objection. And that's not permitted.

15 MR. PRESS: Well, no, I'm not making an objection. I'm
16 just trying to be helpful. I just -- I just heard -
17 - the question was a broad question, and I know my
18 client wants to answer your questions. So that's
19 just -- yeah, I'm not even making an objection.

20 MR. RADEKER: All right.

21 BY MR. RADEKER:

22 Q. Let me ask you this first. The statements that you
23 gave in your affidavit, are they true?

24 A. Yes.

25 Q. Okay. Tell me how you got to know John Monarch.

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ATTACHMENT I

14

ILLYA SHPETRIK 2/23/2023

- 1 A. We met online through various forums.
- 2 Q. Describe your early communications with him.
- 3 A. I don't really recall, but they were most likely
- 4 friendly. Like, trying to accomplish the same
- 5 things, conversations.
- 6 Q. Like, trying to accomplish what?
- 7 A. Like, we were both in the internet marketing space.
- 8 I think originally we were both doing SEO type
- 9 stuff.
- 10 Q. Did you say "SEL"?
- 11 A. SEO.
- 12 Q. SEO?
- 13 A. Yeah, like Search Engine Optimization.
- 14 Q. Gotcha. Yeah, you anticipated my question. I was
- 15 going to ask you to tell us what that stands for.
- 16 All right. When did Mr. Monarch first communicate
- 17 anything to you about Richard Gorman?
- 18 A. I don't remember the exact dates.
- 19 Q. But right about when, if you know?
- 20 A. Probably a couple of months before the posting on
- 21 Performoutsider.
- 22 Q. Now, Performoutsider was a parody website that you
- 23 created, right?
- 24 A. Correct.
- 25 Q. Okay. Why did you create Performoutsider?

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ROA_01480

ATTACHMENT I

ILLYA SHPETRIK 2/23/2023

1 A. To call out unsavory individuals in the industry.

2 Q. And one of those individuals you created it to call
3 out, was that Richard Gorman?

4 A. Correct.

5 Q. Okay. So what was posted on Performoutsider, you
6 posted that?

7 A. Yep.

8 Q. All right. How about this: Why don't you just tell
9 me the story, the truth? Take me through what
10 happened from the first time Mr. Monarch mentions
11 anything about Richard Gorman to you through any
12 internet postings that you know about Richard Gorman
13 being made. Just tell me what happened.

14 A. I mean, I can't recall exactly, like, that whole
15 flow 10 years ago of what exactly happened back and
16 forth.

17 Q. Well, tell me what you do remember.

18 A. I recall that -- so there was multiple Skype groups
19 with probably a few hundred people in each of them,
20 and I recall Mr. Monarch posting a link or a comment
21 to one of the websites that had Mr. Gorman's
22 criminal history.

23 Q. Do you remember what website that is?

24 A. I think it was the, like -- like, it was like Sex
25 Offender Florida State website, something along

ATTACHMENT I

ILLYA SHPETRIK 2/23/2023

1 those lines.

2 Q. What did Mr. Monarch tell you that Mr. Gorman had
3 done that got him criminally convicted?

4 A. Well, he posted in the group, so he wasn't telling
5 me directly anything.

6 Q. What is it that he posted to the group?

7 A. I think it was something along the lines of like,
8 "Here's this person with this criminal history in
9 our industry."

10 Q. How did he describe his criminal history?

11 A. I don't know. I don't recall the exact messaging or
12 wording he used.

13 Q. What motivated you to post anything about Richard
14 Gorman on your Performoutsider website?

15 A. Well, I thought I was doing a good thing for the
16 industry in calling out individuals who either did
17 something bad or had criminal histories or were
18 fraudsters in the industry.

19 Q. What motivated you to post anything on
20 Performoutsider about Richard Gorman specifically?

21 A. Well, Performoutsider was generally operated by,
22 like, people submitting tips or commenting, and then
23 I thought that I was, like I mentioned, doing a
24 positive thing and kind of posting information on
25 these people.

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ROA_01482

ATTACHMENT I

17

ILLYA SHPETRIK 2/23/2023

1 Q. What role that John Monarch play in encouraging you
2 to make such postings?

3 A. I wouldn't say he played a role per se. It was just
4 that I operated the site and he posted to the group.

5 Q. Looking at your affidavit, in Paragraph 8, you state
6 that Monarch motivated you to post information about
7 Gorman on Performoutsider. And you just earlier
8 told me that the things in your affidavit are true,
9 right?

10 A. Correct.

11 Q. Okay. So describe what he did to motivate you to do
12 that.

13 A. As much as Performoutsider was meant to be a
14 positive thing, to, like, call out scammers or
15 people in the industry, and that's something that
16 Monarch obviously knew. So he -- I can't speak to
17 his intentions or what he was trying to do. But he
18 posted that in the Skype group, and obviously he
19 knew that I would take a look at it.

20 Q. So what he did was post information in a Skype
21 group?

22 A. Correct.

23 Q. All right. You also write in your affidavit that on
24 or about July 29, 2013, "as encouraged by Monarch, I
25 published a post on Performoutsider titled 'Richard

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ROA_01483

ATTACHMENT I

18

ILLYA SHPETRIK 2/23/2023

1 Gorman aka directresponse.net Criminal Past.'" Do
2 you remember doing that?

3 A. Yep.

4 Q. Okay. How did Monarch encourage you to do that?

5 A. Well, I learned of Gorman in the first place through
6 Monarch's post. And then further researched, and
7 therefore that post came about.

8 Q. What did Mr. Monarch do?

9 A. He initially made me aware of Richard Gorman and his
10 criminal past.

11 Q. And did he urge you to post anything about him?

12 A. What do you mean by "urge"?

13 Q. You experienced this, not me. And I -- I'm not
14 trying to be combative here, but what I'm asking you
15 to do is to tell me what happened.

16 A. I mean, I understand. But like -- like I mentioned,
17 Performoutsider was supposed to be calling out,
18 quote, unquote, bad people in the industry, and
19 Monarch posted about a bad person in the industry
20 and said to look into -- told the group to look into
21 that person. And as a result I had Performoutsider
22 and looked into the person and felt that Mr. Gorman
23 belonged on Performoutsider due to the information
24 Monarch posted.

25 Q. All right. And that was part of Mr. Monarch's

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ILLYA SHPETRIK 2/23/2023

1 campaign against Rich Gorman?

2 A. I can't -- I don't know the answer to that question.

3 Q. All right. Well, you testified in your affidavit
4 that Monarch used you as a tool and buffer in a
5 campaign against Gorman. So tell me about Monarch's
6 campaign against Gorman.

7 A. Well, they were business competitors, unknown to me
8 at that time. So my assumption was that Mr. Monarch
9 benefitted from Mr. Gorman being on the website.

10 Q. How did Monarch conduct his campaign against Gorman?

11 A. Again, I'm not sure how to answer that question.

12 MR. BUCKINGHAM: I'm going to object to form on that real
13 quick. I'm sorry. You can answer the question, but
14 object to form.

15 A. Would you mind repeating the question?

16 Q. How did Monarch conduct his campaign against Gorman?

17 MR. BUCKINGHAM: Same objection.

18 A. Well, I'm aware he had some sort of Twitter postings
19 with Gorman back and forth. And then he also posted
20 his criminal history, as I mentioned, in the Skype
21 groups and encouraged people to look into him.

22 Q. Did Monarch use the Performoutsider Twitter account
23 to tweet something at a guy named Zac Johnson?

24 A. I don't know.

25 Q. All right. Who had access to that Twitter account

ATTACHMENT I

20

ILLYA SHPETRIK 2/23/2023

1 as a user?

2 A. As far as I remember, the login credentials were
3 shared amongst like a group of people in the Skype
4 group. So multiple people would have had access.

5 Q. How many people?

6 A. Probably over 20

7 Q. Okay, what were their names?

8 A. I don't know at this time. I couldn't recall
9 everyone else in the group.

10 Q. Monarch was one of them, right?

11 A. Correct.

12 Q. Okay. Do you know of anyone other than Mr. Monarch
13 who you knew to be motivated to say anything
14 negative about Rich Gorman?

15 A. Yes.

16 Q. Okay, who were those people?

17 A. I'd say Karl, which was -- who was another original
18 defendant in Mr. Gorman's lawsuit. I know he's also
19 had multiple lawsuits against different people. So
20 I'm sure those people had issues with him. I don't
21 know their issues.

22 Q. Okay. When you say Karl, do you mean Karl
23 Steinborn?

24 A. Yep.

25 Q. Karl Steinborn was working with Monarch to post

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ATTACHMENT I

42

ILLYA SHPETRIK 2/23/2023

1 A. No.

2 Q. Why not?

3 A. Because I didn't believe it was legitimate.

4 Q. What did you think would happen if you went through
5 with it?

6 A. I don't know. I believed that it would have fallen
7 through anyways. I also didn't want to sell the
8 website at that time.

9 Q. All right. Let's take a look at another exhibit
10 here. I'm showing you what's marked as Plaintiff's
11 Exhibit 3 to this deposition. This is one of those
12 Rick Rollinski emails.

13 (Plaintiff's Exhibit 3 was identified.)

14 Q. Do you know who sent this?

15 A. No.

16 Q. Do you know who had anything to do with it being
17 sent?

18 A. No.

19 Q. Is it your understanding that it had something to do
20 with John Monarch urging people to expose, I guess,
21 Richard Gorman?

22 A. I mean, I honestly have no idea who these came from
23 or for what purpose they were sent.

24 Q. I'm going to show you another exhibit. All right,
25 take a look at what's been marked as Plaintiff's

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ATTACHMENT I

ILLYA SHPETRIK 2/23/2023

1 Exhibit 4 to this deposition. This is another one
2 of those Rick Rollinski emails.

3 (Plaintiff's Exhibit 4 was identified.)

4 Q. Do you have any idea of who had anything to do with
5 the sending of this?

6 A. No.

7 Q. And I'm going to see if I can do this quickly. Are
8 you looking, like I am, at an exhibit that says --
9 looks like an email, it says, "Subject: Regarding:
10 Man women can talk" at the top?

11 A. Yep.

12 Q. Okay. All right. That's what's been marked as
13 Plaintiff's Exhibit 5 to this deposition.

14 (Plaintiff's Exhibit 5 was identified.)

15 Q. Do you have any idea who had anything to do with the
16 sending of this email?

17 A. No.

18 Q. Do you know of anyone other than John Monarch who
19 was conducting a campaign against Richard Gorman?

20 MR. BUCKINGHAM: Object to form.

21 A. I don't know like names or information, but there
22 were different postings about him and other people
23 who didn't like him I guess.

24 Q. All right. We're now looking at what's been marked
25 as Plaintiff's Exhibit 6 to your deposition. In

ATTACHMENT I

46

ILLYA SHPETRIK 2/23/2023

1 Q. Is that what you believed that other people would
2 think when they read this on a post that you made?

3 A. I mean, the specific comment was written by someone
4 else. But if -- like, I can't tell -- I don't know
5 what other people believe "underage" to mean.

6 Q. Well, you -- I mean, you might have copied this text
7 from somewhere else, but you posted it on
8 Performoutsider, right?

9 A. Correct.

10 Q. Okay.

11 A. A screenshot, yeah.

12 Q. All right. And that was at the encouragement of
13 John Monarch, right?

14 A. Finding the information was at the encouragement of
15 John Monarch.

16 Q. In your affidavit you state that you published this
17 post, quote, as encouraged by Monarch, end quote.
18 Is that true?

19 A. The basis of the post I'd say was encouraged based
20 on information that Monarch initially posted in the
21 Skype group.

22 COURT REPORTER: Mr. Radeker, is it possible I could take
23 a quick restroom break?

24 MR. RADEKER: Yes. Let's take a break.

25 (Off the record from 2:19 p.m. to 2:26 p.m.)

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ATTACHMENT I

ILLYA SHPETRIK 2/23/2023

1 right?

2 MR. BUCKINGHAM: Objection.

3 MR. PRESS: Object to form. You can answer.

4 A. Correct.

5 Q. Why were you tracking Gorman's lawsuit against
6 Monarch then?

7 A. Because Performoutsider was named in the suit.

8 Q. This is Plaintiff's Exhibit 12, and I'm not going to
9 ask any questions about that.

10 (Plaintiff's Exhibit 12 was identified.)

11 Q. When's the last time you had any communication with
12 John Monarch?

13 A. That was probably, I don't know, like six months
14 ago, something like that.

15 Q. What was that communication about?

16 A. We were talking about the lawsuits of Richard Gorman
17 against us.

18 Q. What did John Monarch communicate to you in those
19 communications?

20 A. Basically that these lawsuits are BS, and he kind of
21 has nothing to go on, and he's just wasting time and
22 money.

23 Q. How were those communications conducted between you
24 and Monarch?

25 A. Like, which service?

ATTACHMENT I

61

ILLYA SHPETRIK 2/23/2023

1 Q. Like, through what means? Like, did you pick up the
2 phone and talk, did you use Facebook Messenger or
3 text messages? How did it get done?

4 A. It's through an app called Telegram.

5 Q. All right. Do you have access to those messages?

6 A. No.

7 Q. Why not?

8 A. The app auto deletes messages after X period of
9 time.

10 Q. That's convenient. How could we find John Monarch
11 on Telegram?

12 A. I believe you can search via user name or a phone
13 number.

14 Q. What's his username?

15 A. I don't remember offhand. It's Papa John something,
16 or some variation of that.

17 Q. On Telegram don't you have to change the settings to
18 auto delete the messages; otherwise, they'll be
19 kept?

20 A. You initially have to set up a chat that way, yes.

21 Q. Okay. And that's how you set up the chat between
22 you and John Monarch?

23 A. I don't remember who set up the initial chat in that
24 way.

25 Q. Who set up the chat? Was it you or John?

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ATTACHMENT I

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ILLYA SHPETRIK 2/23/2023

1 A. I don't remember because -- I don't remember who
2 initially reached out first and set it up that way.
3 Q. Why was the chat set up that way?
4 A. I'm assuming to protect the communication in that
5 chat.
6 Q. Protect it from what?
7 A. From people being able to read it I guess.
8 Q. People like me?
9 A. Yep.
10 Q. I don't know if they call it handle or username or
11 what, but what's your handle or username or whatever
12 it's called on Telegram?
13 A. I believe it's BLT123.
14 Q. How often have you and John Monarch used Telegram to
15 communicate?
16 A. Very intermittently I'd say.
17 Q. Before that last conversation you had with him via
18 Telegram, how long had it been -- how long before
19 that was it that you last communicated with him?
20 A. Probably a couple years.
21 Q. What did you communicate about at that time?
22 A. We talked about ShipChain and an employee that he
23 hired.
24 Q. Who was that employee?
25 A. He hired an employee by the name of Lee Bailey.

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ILLYA SHPETRIK 2/23/2023

1 A. No, I'm not sure. I asked him that as well. But
2 there wasn't an answer given, so I don't know.

3 Q. And so for the longest time he just knew you as
4 Illya; is that right?

5 A. As far as I know, yes.

6 Q. Okay. Have you ever known Mr. Monarch to hold
7 himself out on the internet as his name being Illya?

8 A. Not as far as I know.

9 Q. Okay. So if anyone has ever conflated John Monarch
10 with the name Illya, to your knowledge, that would
11 be incorrect?

12 A. What do you mean by "conflated"? Sorry.

13 Q. To suggest that you and John Monarch are the same
14 person?

15 A. I believe so. Like, to your previous question.

16 Q. Okay, so you -- this sounds silly, but you
17 understand that you are a separate individual from
18 John Monarch, right?

19 A. Yes.

20 Q. Okay. So it's my understanding that you have used
21 several different names or various internet
22 presences. Is that right?

23 A. User names, yes.

24 Q. Okay. And so one has been Ilya Zinov; is that
25 right?

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ILLYA SHPETRIK 2/23/2023

1 Pennsylvania, but yes.

2 Q. It was federal court in Pennsylvania, right?

3 A. Yep.

4 Q. What possible involvement does your family have with
5 Mr. Gorman?

6 A. To the best of my knowledge, none. That's why they
7 were dropped after the fact.

8 Q. Now, I just want to flip through that lawsuit very
9 quickly. I'm not going to bring it up as an
10 exhibit. But I just want to ask you I think
11 probably just one question about this lawsuit.

12 Paragraph 53 of this lawsuit, I'm gonna read it for
13 you and you tell me if this is true or not. This is
14 what Mr. Gorman's lawsuit says about you. "Illya
15 Shpetrik worked with or at the direction of John
16 Monarch, who ran a business that was heavily
17 promoted at the performoutsider.com website and
18 competed with one of Gorman's businesses to defame
19 and blackmail Gorman." Is that correct?

20 A. Sorry, could you read the first, like, part again?

21 Q. Yeah, I'll do it again. "Illya Shpetrik worked with
22 or at the direction of John Monarch, who ran a
23 business that was heavily promoted at the
24 performoutsider.com website and competed with one of
25 Gorman's businesses to defame and blackmail Gorman."

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ILLYA SHPETRIK 2/23/2023

1 MR. PRESS: Objection to form. You can answer.

2 A. Like I mentioned, I believe John got benefit from
3 Gorman's -- I don't know, let's call it "comments"
4 against Gorman. But I don't know if it was at
5 Monarch's direction. Encouragement, yes, but not
6 direction per se.

7 Q. Do you have any information to lend credence to the
8 idea that John Monarch was blackmailing Rich Gorman?

9 A. No.

10 Q. Did you ever blackmail Rich Gorman?

11 A. No.

12 Q. Did you and Mr. Monarch work together to blackmail
13 Mr. Gorman?

14 A. No.

15 Q. All right. So it sounds like you are aware of at
16 least one other individual, maybe multiple others,
17 who also considered Mr. Gorman an unsavory
18 individual; is that fair?

19 A. Yes.

20 Q. Are you aware of more than five people?

21 A. I'm not sure how to answer that because I don't know
22 who posted what or how many.

23 Q. You are aware of more than one person though, right?

24 A. Yes.

25 Q. And some of the people that you would consider to

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ATTACHMENT J

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

RICHARD A. GORMAN,	:	COMPLAINT AND DEMAND
	:	FOR JURY TRIAL
Plaintiff,	:	
	:	Case No.
v.	:	
	:	
ILYA SHPETRIK, OLEG	:	
SHPETRIK, ANNA SHPETRIK,	:	
and MARK SHPETRIK,	:	
	:	
Defendants.	:	
	:	

COMPLAINT

Plaintiff Richard A. Gorman, through his undersigned counsel, hereby demands judgment against Defendants Ilya Shpetrik, Oleg Shpetrik, Anna Shpetrik and Mark Shpetrik, for the reasons and amounts set forth below, and in support thereof avers as follows:

PARTIES

1. Plaintiff Richard A. Gorman (“Gorman”) is an adult individual and resident of Delaware County, Commonwealth of Pennsylvania.

2. Defendant Ilya Shpetrik (“Shpetrik”), aka “Ilya Syanov,” “Ilya Bit,” “Ilya Putin,” “Ilya Putin (BLT),” “Ilya BLT,” “Ilya S,” “Illya S,” “S. Ilya,” and “Michael Anthony,” is an adult individual and citizen of Canada, currently residing at 33 Mogul Drive, North York, ON, Canada M2H 2M8.

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3. Defendant Oleg Shpetrik (“Oleg”) is an adult individual and citizen of Canada, currently residing at 33 Mogul Drive, North York, ON, Canada M2H 2M8.

4. Defendant Anna Shpetrik (“Anna”) is an adult individual and citizen of Canada, currently residing at 33 Mogul Drive, North York, ON, Canada M2H 2M8.

5. Defendant Mark Shpetrik (“Mark”) is an adult individual and citizen of Canada, currently residing at 33 Mogul Drive, North York, ON, Canada M2H 2M8.

6. At all times relevant to this Complaint, Shpetrik, Oleg, Anna and Mark have all resided at 33 Mogul Drive, North York, ON, Canada M2H 2M8.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over Gorman’s claims under 28 U.S.C. § 1332(a)(2), as the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and Gorman is a citizen of the United States of America and the Commonwealth of Pennsylvania, and Ilya Shpetrik, Oleg, Anna and Mark are all citizens of Canada.

8. This Court has specific personal jurisdiction over Ilya Shpetrik, Oleg, Anna and Mark because, as described more thoroughly herein, they had sufficient minimum contacts with the Commonwealth of Pennsylvania and with this District, this action arises out of these contacts, and exercising personal jurisdiction over them would be reasonable and comport with the requirements of due process.

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9. Exercise of specific personal jurisdiction over Ilya Shpetrik, Oleg, Anna and Mark is proper in this Court under 42 Pa. C.S. § 5322(a)(4), as they have caused harm or tortious injury in the Commonwealth of Pennsylvania by acts outside of the Commonwealth.

10. Venue is proper in this District under 28 U.S.C. § 1391.

FACTS COMMON TO ALL COUNTS

11. On July 29, 2013, a website located at <performoutsider.com> published an article titled “*Richard Gorman aka directresponse.net Criminal Past,*” which included defamatory statements about Gorman. A copy of the article is attached to this pleading as Exhibit 1 and incorporated by reference.

12. The article falsely stated that Gorman had sexually assaulted a minor.

13. In addition, the article linked to and incorporated by reference a website located at <http://anonnews.org/forum/post/8233> (the “AnonNews website”).

14. The AnonNews website included postings falsely stating that Gorman is a child molester and a pedophile. A copy of the AnonNews website postings are attached to this pleading as Exhibit 2 and incorporated by reference.

15. The defamatory statements in the <performoutsider.com> article and on the AnonNews website were available to everyone everywhere on the World Wide Web.

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16. A Whois database search for the <performoutsider.com> domain name identified “Ilya Syanov” as the registrant, with an address at 43 Billington Crescent, Toronto, ON, Canada M3A 2G8. A copy of the Whois database search is attached to this pleading as Exhibit 3 and incorporated by reference.

17. The contact information the registrant provided the registrar for the <performoutsider.com> domain name was false.

18. Specifically, Barbara-Ann Young, the owner of the home at 43 Billington Crescent, Toronto, ON, Canada M3A 2G8, had never heard of “Ilya Syanov,” <performoutsider.com>, or Gorman. An email from Ms. Young, dated February 14, 2014 to abuse@godaddy.com is attached to this pleading as Exhibit 4 and incorporated by reference.

19. The false contact information was provided to conceal the identity of the person/persons that owned and operated the <performoutsider.com> website and published the defamatory statements about Gorman.

20. Under federal law, providing false contact information to a registrar when registering a domain name is evidence of the registrant’s bad faith. *See* 15 U.S.C. 1125(d)(1)(B)(i)(VII).

21. On December 10, 2013, Gorman received an email from a person/persons using the name “Rick Rollinski.” A copy of the December 10, 2013 email is attached to this pleading as Exhibit 5 and incorporated by reference.

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22. The email threatened to “ruin [Gorman’s] personal life and [Gorman’s] professional life” unless he sent half-a-million dollars in bitcoin, a “cryptocurrency,” to an anonymous bitcoin address. *See*, Ex. 5.

23. On December 12, 2013, “Rick Rollinski” sent two additional emails to Gorman which are attached to this pleading as Exhibits 6 and 7, respectively, and incorporated by reference.

24. The December 12, 2013 emails repeated the threats, stating: “Better make with some coin Gor my man, im sure shits gonna start looking bad in short order.”

25. Gorman refused to pay the blackmail.

26. Shortly after, a Twitter account operating under the name “@performoutsider” – the same name as the one used in the <performoutsider.com> domain name – began publishing defamatory statements about Gorman to Gorman’s employees, clients, and vendors.

27. For example, on December 19, 2013, the person/persons controlling the @performoutsider Twitter account tweeted the following false and defamatory message to an employee at a company with which Gorman was affiliated: “How does it feel working for person who was convicted of sexual assault on a minor?”

28. Other false and defamatory posts include a posting directed to the CEO of a company with which Gorman was affiliated, calling the CEO a “child molester.”

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29. After that, anytime the CEO's name was searched, the search engines would return the false and defamatory posting.

30. In addition, Gorman's customers began also began receiving threatening emails.

31. The emails stated that the customers would be exposed for working with Gorman's company, and attacked unless they paid a bitcoin ransom.

32. On January 24, 2014, Gorman sued the website located at <performoutsider.com>, as well as John C. Monarch (Monarch") and Karl F. Steinborn ("Steinborn"), for defamation in Pennsylvania state court.

33. A copy of the Pennsylvania state court complaint is attached to this pleading as Exhibit 8 and incorporated by reference.

34. On February 14, 2014, Monarch removed the Pennsylvania state court action to the United States District Court for the Eastern District of Pennsylvania.

35. Despite all efforts, the identity of the person/persons that owned and operated the <performoutsider.com> website could not be identified.

36. As alleged above, when registering the <performoutsider.com> domain name, the person/persons that did so provided the registrar with false contact information to conceal their identities.

37. Gorman thus filed a Motion with the Court to permit alternative service on "Ilya Syanov." [*Gorman v. Monarch*, No. 14-cv-00980 (E.D. Pa), ECF No. 18].

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38. Monarch filed an Opposition to the Motion. A copy of Monarch's Opposition is attached to this pleading as Exhibit 9 and incorporated by reference.

39. In his Opposition, Monarch represented that he did "not know Ilya's true name, and ... does not have any other contact information for Ilya." *See*, Ex. 9 at 2, note 2.

40. Monarch's representation to the Court was untrue. *See infra* at ¶ 50.

41. Indeed, Daniel Robert Warner, the lawyer that represented Monarch in opposing Gorman's Motion, has since been disciplined by the State Bar of Arizona for submitting false affidavits and declarations to courts on behalf of his clients.

42. In any event, the Court denied Gorman's Motion, and dismissed the <performoutsider.com> website from the action without prejudice. A copy of the Court's May 21, 2014 Order is attached to this pleading as Exhibit 10 and incorporated by reference.

43. Monarch, on the other hand, challenged the Court's exercise of personal jurisdiction over him, and was voluntarily dismissed.

44. As for Steinborn, the Court found that he defamed Gorman, writing: "The allegations against [Gorman], that he was convicted of child molestation and is a proven pedophile are patently false, as is the scandalous allegation that his daughter was conceived as a result of a rape." A copy of the Court's May 20, 2015

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Memorandum Opinion is attached to this pleading as Exhibit 11 and incorporated by reference. *See*, Ex. 11 at 2.

45. In addition, the Court awarded Gorman compensatory damages for his non-economic losses in the amount of \$3 million, writing:

[Gorman] was the target of a reprehensible campaign aimed at impugning his character with the specific purpose of harming his ability to conduct business and destroying his personal reputation. Mr. Gorman recounted in clear detail the emotional distress that he has suffered, and the lengths to which he has had to go to convince third parties that he has not committed the vile acts of which he has been accused. Of particular note, Mr. Gorman recounted how, as the scandal spread, the parents of his children's friends began to limit social contact and undermine his family life. It is difficult for me to conceive a worse accusation against a father than that of being a pedophile.

Id. at 2-3.

46. In the meantime, in August 2014, Gorman re-filed a lawsuit against Monarch for defamation and civil conspiracy, but this time in South Carolina state court.

47. The South Carolina state court action remains pending to this day.

48. On July 30, 2020, less than two months ago, Monarch produced "Supplemental Answers to Plaintiff's Interrogatories" in the South Carolina state court action. A copy of Monarch's "Supplemental Answers to Plaintiff's Interrogatories" is attached to this pleading as Exhibit 12 and incorporated by reference.

ATTACHMENT J

49. In Monarch's Supplemental Answer to Interrogatory No. 1, he identified "Ilya Syanov," one of the person/persons that owned and operated <performoutsider.com> website, as Ilya Shpetrik, with a residence at 33 Mogul Drive, North York, ON, Canada M2H 2M8. *See*, Ex. 12 at 4.

50. In Monarch's Supplemental Answer to Interrogatory No. 1, he further identified Ilya Shpetrik as also acting under the aliases "Ilya Putin," "Ilya Putin (BLT)," "Ilya BLT," "Ilya S," and "Ilya S." *Id.*

51. In Monarch's Supplemental Answer to Interrogatory No. 5, he identified Ilya Shpetrik as a person that owned, managed, and controlled the defamatory content published about Gorman on the <performoutsider.com> website, and at the @performoutsider Twitter account. *Id.* at 6-7.

52. On information and belief, Defendants Ilya Shpetrik, Oleg, Anna and Mark, combined together and with others in an effort to blackmail Gorman before Ilya Shpetrik, Oleg, Anna, Mark and others published the defamatory content about Gorman on the <performoutsider.com> website, and the @performoutsider Twitter account.

53. On information and belief, Ilya Shpetrik worked with or at the direction of John Monarch, who ran a business that was heavily promoted at the <performoutsider.com> website and competed with one of Gorman's businesses, to defame and blackmail Gorman.

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COUNT I - DEFAMATION

54. Gorman restates and incorporates the averments set forth in the forgoing paragraphs as if stated fully herein.

55. As set forth above, Ilya Shpetrik, together with Oleg, Anna, Mark and others, maliciously, deliberately and recklessly published false and defamatory written statements about Gorman with the intent to injure Gorman and defame his personal reputation and business reputation.

56. The false and defamatory statements made by Defendants were and are untrue and were known by Defendants to be untrue with no basis in fact.

57. The false and defamatory statements made by Defendants were not privileged.

58. The recipients of the false and defamatory statements made by Defendants understood the defamatory meaning of such statements.

59. The recipients of the false and defamatory statements made by Defendants understood that such statements applied to Gorman.

60. The false and defamatory statements made by Defendants constitute defamation *per se*.

61. Defendants' actions were willful, wanton, reckless, and outrageous.

62. Defendants' false and defamatory statements were directed to Gorman in Pennsylvania.

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63. Gorman has suffered and will continue suffering substantial and irreparable harm to his reputation as a result of Defendants' defamation.

64. Defendants' defamation is a direct and proximate cause of Gorman's damages.

65. Gorman is informed and believes he is entitled to judgment against Defendants, jointly and severally, for actual and punitive damages and for such other relief as this Court deems just and proper.

COUNT II – FALSE LIGHT

66. Gorman restates and incorporates the averments set forth in the forgoing paragraphs as if stated fully herein.

67. As set forth above, Ilya Shpetrik, together with Oleg, Anna, Mark and others, maliciously, deliberately and recklessly publicized false and defamatory written statements that Gorman was a child molester and a pedophile on the <performoutsider.com> website, and at the @performoutsider Twitter account, with the intent to injure Gorman and smear his personal reputation and business reputation.

68. The Defendants intentionally disseminated these false allegations in a manner that would create a false impression in the mind of anyone reading them that Gorman was a child molester and a pedophile.

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69. The public dissemination of Defendants' horrible allegations against Gorman would be highly offensive to a reasonable person and in fact were highly offensive to Gorman, causing him serious emotional distress.

70. The Defendants publicly disseminated these false allegations with actual knowledge of their falsehood and/or with reckless disregard to their truth or falsehood.

71. Gorman sustained serious humiliation, embarrassment, and emotional, physical, psychological, reputational, economic, and professional harm as a result of the Defendants' repeated public dissemination of falsehoods, intended to place him in a false light.

72. The Defendants' conduct was reckless and/or intentional and/or wanton and/or outrageous and they are therefore liable to Gorman for punitive damages.

COUNT III – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

73. Gorman restates and incorporates the averments set forth in the forgoing paragraphs as if stated fully herein.

74. The Defendants committed substantial and intentionally harmful acts against Gorman, as described above.

75. The Defendants maliciously, deliberately and recklessly publicized false and defamatory written statements that Gorman was a child molester and a pedophile on the <performoutsider.com> website, and at the @performoutsider Twitter account

ATTACHMENT J

– with the intent of harming Gorman’s reputation and causing him severe emotional distress.

76. The Defendants’ conduct, described in the preceding paragraphs, constitutes intentional infliction of emotional distress. They recklessly or intentionally caused severe emotional distress to Gorman by virtue of their extreme and outrageous conduct, described above, and this misconduct goes far beyond the bounds of common humane decency in a civilized society.

77. The Defendants’ harmful conduct was outrageous, willful, malicious, and intentionally designed to and actually did cause Gorman serious physical, emotional, economic, and professional distress and harm.

78. The Defendants’ conduct was reckless and/or intentional and/or wanton and/or outrageous and they are therefore liable to Gorman for punitive damages.

COUNT IV – CIVIL CONSPIRACY

79. Gorman restates and incorporates the averments set forth in the forgoing paragraphs as if stated fully herein.

80. On information and belief, Ilya Shpetrik combined with one or more persons, including, but not limited to, Defendants Oleg, Anna and Mark, in order to blackmail Gorman and then to carry out the threats in Ilya Shpetik’s blackmail emails.

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81. Defendants' combination of activities was carried out for the purpose of injuring Gorman by causing harm to Gorman's business interests and reputation among the public – by defaming him, placing him in a false light, and causing him severe emotional distress.

82. On information and belief, Defendants committed acts in furtherance of this combination and conspiracy, including but not limited to Defendants' coordination with other persons, including but not limited to Monarch and Steinborn, in order to more widely disseminate the false and defamatory allegations that Gorman is a child molester and pedophile on the <performoutsider.com> website, the @performoutsider Twitter account, as well as other online platforms, using the World Wide Web.

83. Defendants' combination and conspiracy has caused special damages to Gorman's business interests and reputation, including but not limited to, the special harm caused by the augmented dissemination of the statements accomplished by virtue of the conspiracy. Moreover, Gorman has incurred additional special damages including, but not limited to, investigatory expenses and legal fees, loss of revenue to Gorman's business, mental anguish, and emotional suffering.

84. Gorman is informed and believes he is entitled to judgment against Defendants, jointly and severally, for actual and punitive damages and for such other relief as this Court deems just and proper.

ATTACHMENT J

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Richard A. Gorman prays for judgement against the Defendants, jointly and severally, as follows:

- a. For judgement against Defendants for actual damages, including consequential and special damages;
- b. For judgment against Defendants for punitive damages;
- c. For judgement against Defendants for all applicable statutory penalties, reasonable attorney fees, and costs; and
- d. For such other and further relief the Court deems just and proper.

JURY TRAIL DEMANDED

Plaintiff Richard A. Gorman respectfully demands a trial by jury on all claims and issues so triable.

Respectfully submitted,

IPPOLITI LAW GROUP

/s/ Patrick K. Gibson
PATRICK K. GIBSON, ESQ.
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Attorneys for Plaintiff

Date: September 28, 2020

ATTACHMENT J

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ATTACHMENT K

Execution Copy

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE, dated as of June __, 2022 (the “Effective Date”), is entered into by and between Richard A. Gorman (“Gorman”) and USA Herald LLC (“Herald”), on the one hand, and Illya Shpetrik (“Shpetrik”), on the other hand, each a “Party,” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, on September 28, 2020, Gorman brought an action in the United States District Court for the Eastern District of Pennsylvania, captioned *Richard A. Gorman v. Illya Shpetrik, et al.*, Civil Action No. 20-cv-04759 (the “Action”), alleging, among other things, that Shpetrik was the author of a post concerning Gorman, dated July 29, 2013, on the website www.performoutsider.com (the “Post”), as well as the author of certain alleged emails (the “Rollinski Emails”), Twitter posts and a Twitter direct message (the “Twitter Statements”) concerning Gorman, which Gorman alleged were defamatory and otherwise tortious; and

WHEREAS, Gorman voluntarily dismissed claims asserted in the Action against each of Oleg Shpetrik, Anna Shpetrik, and Mark Shpetrik, respectively Shpetrik’s brother, mother and father; and

WHEREAS, Herald published images and statements of and concerning Shpetrik, set forth in a letter to Gorman, dated March 2, 2021 (the “Letter”), Shpetrik and has from time to time published further images and statements of and concerning Shpetrik (collectively, the “Herald Statements” and “Herald Images”); and

WHEREAS, Gorman and John Monarch (“Monarch”) are engaged in litigation concerning the Post, Twitter Statements and other matters in the Court of Common Pleas, of the State of South Carolina, County of Greenville, captioned *Gorman v. Monarch*, Case No. 2014-CP-23-04432 (the “South Carolina Action”); and

WHEREAS, the Parties have agreed to fully and finally resolve all of their disputes, including all claims and defenses asserted in the Action, as set forth below;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. TESTIMONY BY SHPETRIK IN SOUTH CAROLINA ACTION

In consideration for the dismissal of the Action, Shpetrik shall (a) provide to Gorman a written affidavit or declaration in the South Carolina Action, in the form attached hereto as Exhibit 1, to the best of Shpetrik’s recollection, concerning any knowledge or information Shpetrik has concerning John Monarch; Shpetrik’s relationship with John Monarch; any imgur postings referring to Gorman, including the posting at Exhibit 8 (Dkt. 14-9) to Gorman’s Declaration (Dkt. 14-1); the May 20, 2014 email from areyouaware@hush.ai at Exhibit 12 (Dkt. 14-13) to Gorman’s

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ATTACHMENT K

Declaration (Dkt. 14-1); the Facebook discussion between Shpetrik and John Monarch at Exhibit 5 (Dkt. 14-6) to Gorman's Declaration (Dkt. 14-1), including the subject matter of the discussion; the Post; the Rollinski Emails; the Twitter Statements; and any connection between any of the foregoing and John Monarch; (b) accept service of a subpoena *ad testificandum* and *duces tecum* in the South Carolina Action (the "Subpoena"); and (c) testify fully, truthfully, and to the best of his recollection, from Canada, with the representation of his own counsel pursuant to the Subpoena in a virtual deposition, via Zoom or other means of remote videoconferencing technology, which shall take place on a single mutually agreed upon deposition date which shall include up to eight (8) hours of testimony, not including breaks. If Shpetrik demonstrably fails to substantially comply with items (b) or (c) above, Shpetrik's counsel, Press Koral LLP, shall accept service of any action against Shpetrik to enforce the terms of this agreement.

2. REMOVAL OF HERALD STATEMENTS AND HERALD IMAGES

Within ten (10) days of the Effective Date of this Agreement, Herald shall remove the Herald Statements and Herald Images, as identified in the Letter, and any similar statements and images of or concerning Shpetrik, from Herald and any associated social media platforms, including but not limited to Twitter and Facebook, and shall not publish any further statements or images of or concerning Shpetrik in Herald, or any affiliated social media platform or publication, without the express written consent of Shpetrik. In the event Shpetrik believes this Paragraph has been breached, Shpetrik shall provide notice of the alleged breach to Gorman and Herald, following receipt of which Herald will have ten (10) business days from the date of receipt of the notice to cure the alleged breach ("Cure Period"). If Shpetrik believes the alleged breach has not been cured following the Cure Period, Shpetrik may thereafter seek to enforce this Paragraph.

3. DISCONTINUANCE OF ACTION

Within five (5) business days after the Effective Date of this Agreement, Gorman shall notify the Court of the dismissal of the Action, and shall execute a stipulation or other document, in the form required by the court, dismissing the Action with prejudice.

4. MUTUAL RELEASES

Gorman, Herald and Shpetrik, as to themselves and, as applicable, for and on behalf of their respective present, former, and future members, parent entities, subsidiaries, divisions, and affiliates, their respective officers, directors, employees, agents, investors, subrogees and insurers, and their respective successors, predecessors, assigns, heirs, executors, administrators, servants, agents, family members and representatives (the "Releasing Parties"), hereby and forever release, acquit, and discharge one another and, as applicable, their respective present, former, and future members, parent entities, subsidiaries, divisions, and affiliates, their respective officers, directors, employees, agents, subrogees and insurers, and their respective successors, predecessors, assigns, heirs, executors, administrators, attorneys, servants, agents, family members and representatives (the "Released Parties"), from any and all claims, causes of action, debts, suits, rights of action, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, variances, executions, demands or obligations of any kind or

ATTACHMENT K

nature whatsoever, matured or unmatured, liquidated or unliquidated, absolute or contingent, known or unknown, suspected or unsuspected, which the Releasing Parties now have, own, or hold, or at any time heretofore ever had, owned, or held against the Released Parties (the “Released Claims”); provided, however, that nothing in this Agreement shall act to release any rights created by this Agreement or claims arising from any violation of this Agreement.

5. CONFIDENTIALITY

Each of the Parties agrees that, except for any use exclusively in connection with the South Carolina Action, from and after the Effective Date of this Agreement, neither it, nor its attorneys or agents, shall: (a) divulge to any person or entity the allegations or any of the claims giving rise to this Agreement, fact of or the terms and conditions of this Agreement and any negotiations relating thereto; or (b) make any public statements concerning, or otherwise publicize, the Released Claims that are the subject matter hereof or have any discussions of such matters with any person or entity. Notwithstanding the foregoing, nothing herein shall prohibit any Party from making disclosures: (i) to such Party’s attorneys, employees, officers, directors, auditors, accountants, tax advisors, financial sources and/or financial advisors; provided it is necessary and such persons agree to keep said information confidential and not disclose it to others except as required by law or regulatory inquiry; (ii) as may be necessary for purposes of tax or other reporting required by law and/or any regulatory inquiry; (iii) in response to court order, administrative order, subpoena or other legal process or otherwise as required by law; (iv) in connection with an action or proceeding to enforce this Agreement; and/or (v) with the express written permission of the other Party. In the event that a Party concludes that it must make disclosure pursuant to subsection (iii) of this Section __, then, except as prohibited by law, that Party shall, as soon as reasonably practicable after reaching that conclusion and in any event at least seven days before making such disclosure, provide written notification to the other Party that such disclosure has been requested. Moreover, to the extent that a Party believes that disclosure of this Agreement is necessary pursuant to subsection (iii) of this Section __, the disclosing Party shall take reasonable steps, including, if reasonable, seeking appropriate protective and/or sealing orders, to maintain the confidentiality, and avoid public disclosure, of this Agreement. The Parties agree that irreparable damage would occur if this Section __ of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, including seeking an injunction to enforce this Section __, in addition to any other remedy to which they are entitled at law or in equity.

6. NON-DISPARAGEMENT

Each of Gorman, Herald and Shpetrik shall not, at any time, make, publish or communicate to any person or entity or in any public forum any disparaging remarks, comments or statements concerning the other Party, its family members or its businesses, or any of its employees or officers.

ATTACHMENT K

7. COSTS OF ENFORCEMENT

If any Party hereto shall bring an action against an opposing party by reason of any alleged breach of any term, covenant, provision or condition of this Agreement, the losing party shall pay to the prevailing party all reasonable attorneys' fees and costs actually incurred by the prevailing party, in addition to any other relief to which it may be entitled. The "prevailing party" shall be identified as the party receiving a judgment in favor of, or dismissing, any claim brought before the dispute forum.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement among the Parties with respect to the matters referred to in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, and there are no representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein. No delay or omission on the part of either Party in exercising any right hereunder will operate as a waiver of such right or any other right. A waiver on one occasion will not be construed as a bar to or a waiver of any right on any further occasion.

9. FURTHER DOCUMENTS

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

10. CHOICE OF LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to Pennsylvania's conflict-of-law provisions. In the event of a dispute hereunder, the Parties agree to submit to the personal jurisdiction and venue of the United States District Court for the Eastern District of Pennsylvania. This Agreement shall be binding upon the Parties' executors, beneficiaries, successors and assigns.

11. MISCELLANEOUS

No Party hereto admits or acknowledges the existence of any liability or wrongdoing. This Agreement is not in any respect, nor for any purpose, to be deemed or construed to be, in any way used as evidence of, or admission or concession of any liability or wrongdoing on the part of any person. By signing below, the Parties acknowledge that each signed this Agreement in his/her own free will and not under any undue influence or duress. If any provision set forth in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the Agreement shall be interpreted and enforceable as if such provision were severed or omitted, but only to the extent necessary to render the Agreement enforceable.

ATTACHMENT K

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts with the same force and effect as if executed in one complete document. Signature by pdf or facsimile will be deemed an original signature and will be binding as if it is the original.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be fully and legally bound by its terms, effective as of the Effective Date of June __, 2022.


AGREED AND ACCEPTED:

Dated: June ^{Jun 14} __, 2022

USA HERALD LLC

By: Richard A. Gorman

By: Richard A. Gorman



Illya S (Jun 14, 2022 21:08 EDT)

By: Illya Shpetrik

ATTACHMENT K

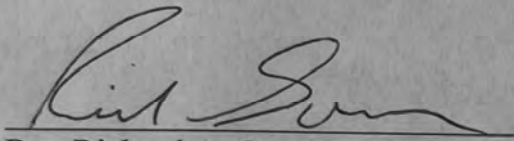
12. COUNTERPARTS

This Agreement may be executed in one or more counterparts with the same force and effect as if executed in one complete document. Signature by pdf or facsimile will be deemed an original signature and will be binding as if it is the original.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be fully and legally bound by its terms, effective as of the Effective Date of June 14, 2022.

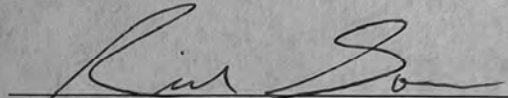
AGREED AND ACCEPTED:

Dated: June __, 2022



By: Richard A. Gorman

USA HERALD LLC



By: Richard A. Gorman

By: Illya Shpetrik

ATTACHMENT L

ELECTRONICALLY FILED - 2025 Jan 23 4:06 PM - GREENVILLE - COMMON PLEAS - CASE#2021CP2303414

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	THIRTEENTH JUDICIAL CIRCUIT
RICHARD A. GORMAN,)	C.A. No.: 2021-CP-23-03414
)	
Plaintiff / Counterclaim-Defendant,)	
)	
vs.)	<u>AFFIDAVIT OF JOHN MONARCH</u>
)	
JOHN C. MONARCH,)	
)	
Defendant / Counterclaim-Plaintiff.)	

PERSONALLY CAME BEFORE ME the Affiant, John C. Monarch, who, after being duly sworn, did state and/or affirm as follows:

1. My name is John C. Monarch. I am a citizen and resident of Greenville County, South Carolina. I am over the age of eighteen years, am not under the influence of any substance that is likely to impair my capacity, and am competent to give testimony.

2. The statements of fact set out in this declaration are made on my own personal knowledge and information.

3. I have reviewed the supplemental affidavit of Mr. Abrams. There are two specific issues raised in Mr. Abrams' affidavit that I feel must be addressed.

4. First, Mr. Abrams' affidavit seems to cast doubt on whether the MacBook Pro I sent for his inspection is the MacBook Pro whose production was ordered by the court. It was. Mr. Abrams' affidavit, at Paragraphs 3 & 4, says that he received a 2013 MacBook Pro bearing serial number C02JN3KFF51R. He goes on to seemingly suggest that I purchased this laptop later, presumably in an effort to thwart court-ordered discovery. However, please see the document I am submitting with this statement. It is an "AppleCare Protection Plan Certificate" that I obtained when I bought the laptop—on March 28, 2013. The "Hardware Serial No." on the Certificate is

ATTACHMENT L

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the same as the one reported by Mr. Abrams: C02JN3KFF51R. This Certificate was delivered to me, at my email address, which is shown on the document as “m@monarchllc.net.” Therefore, to the extent that anyone may say that I’ve not provided the right laptop for inspection, this should remove all doubt.

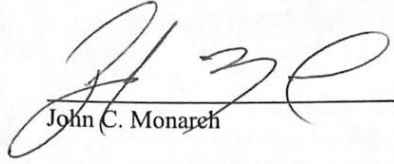
5. Second, Mr. Abrams’ affidavit makes the strange statement that all of the metadata is from 2017. However, Mr. Abrams goes on to detail a wealth of documents and communications that are dated from before 2017, going all the way back to 2013. In fact, he references documents whose electronic properties—according to his own analysis—show a “created on” date in 2013.

6. It is important also to note that, in conducting his analysis, Mr. Abrams found that the 2013 MacBook Pro had a backup copy of an iPhone that I used during 2013, which Plaintiff has been seeking in discovery in this case, and whose data I thought had been lost when the phone was upgraded nearly a decade ago. Regardless, as a result of Mr. Abrams’ work, Plaintiff now has a forensic analysis of all data of all devices they have sought through discovery, and that proves what I’ve been saying all along: I didn’t blackmail Plaintiff; I don’t know who did; and I never called Plaintiff a “pedophile” or “child molester,” though plenty of other people did. Certainly, I referred to the fact of Plaintiff’s conviction for sexual battery and his presence on the sex offender registry, but those things are literally true.

7. I affirm, under penalty of perjury, that the foregoing statement of facts is true and accurate to the best of my knowledge, information, and belief.

ATTACHMENT L

FURTHER, THE AFFIANT SAYETH NAUGHT.



John C. Monarch

SIGNED AND SUBSCRIBED BEFORE ME

Notary / Apostille

ATTACHMENT L




OSVEDČENIE O PRAVOSTI PODPISU NA LISTINE (LEGALIZÁCIA)

Osvedčujem, že: **John Cullen Monarch**, dátum narodenia: **31.12.1986**, pobyt: **Hellams st. 209, Fountain Inn, Južná Karolína, Spojené štáty americké**, ktorého(ej) totožnosť som zistil(a) zákonným spôsobom: doklad totožnosti - cestovný pas, číslo: **530864840**, listinu predom mnou vlastnoručne podpísal(a). Poradové číslo knihy osvedčenia pravosti podpisov: **O 1098793/2023**.

Bratislava dňa 13.12.2023



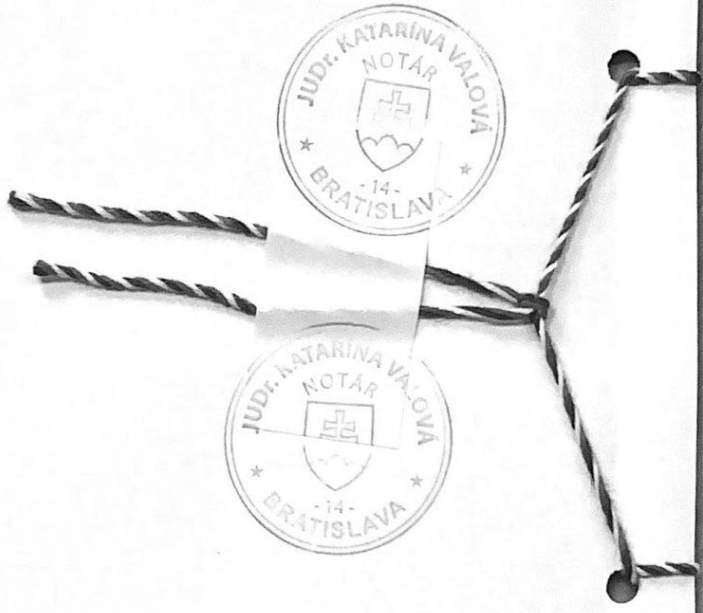

Mgr. Andrea Mičková
kandidát
poverený notárom

Upozornenie:

Notár legalizáciou neosvedčuje pravdivosť skutočností uvádzaných v listine (§ 58 ods. 4 Notárskeho poriadku)

ATTACHMENT L

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ATTACHMENT L

From: Apple do_not_reply@apple.com
Subject: AppleCare Protection Plan Welcome Kit
Date: March 28, 2013 at 12:18 AM
To: m@monarchllc.net



AppleCare Protection Plan Certificate

Date Issued: March 28, 2013

John Monarch
Connexus Inc.
1120 W. Butler Rd suite I
Greenville, SC 29607
United States

Agreement No. 5PHZR32062TCZS6

<i>Product Description</i>	<i>Hardware Serial No.</i>	<i>Coverage Period End Date</i>
MACBOOK PRO (RETINA, MID 2012)	C02JN3KFF51R	March 27, 2016

Thank you for purchasing the AppleCare Protection Plan.

This certificate confirms AppleCare Protection Plan coverage for your Apple product(s). Please keep this certificate, the original sales receipts for your Apple product(s) and the included AppleCare Protection Plan Terms and Conditions. Proof of purchase may be required if there is any question regarding your Apple product's eligibility for coverage by the AppleCare Protection Plan.

Please take a moment to review the above list of product(s) entitled to coverage under the AppleCare Protection Plan. If corrections are necessary or if you have questions please contact Apple for assistance. You can find local and international contact information at www.apple.com/support/contact/phone_contacts.html.

The support component of the AppleCare Protection Plan begins after each product's complimentary support period ends and extends to the Coverage Period End Date indicated above. The Apple One Year Limited Warranty includes service coverage, and the AppleCare Protection Plan extends service coverage to the Coverage Period End Date. Please see the included AppleCare Protection Plan Terms and Conditions for complete details.

If you experience difficulties with your covered Apple product(s), refer to the *Getting Started Guide* for troubleshooting tips. If you are not able to resolve the issue, please contact Apple. Apple technical support contact information and hours of operation are listed in the *Getting Started Guide*, which can be downloaded from www.apple.com/support/applecare/ww.

In the U.S., the company obligated under the AppleCare Protection Plan is **AppleCare Service Company, Inc.**, an Arizona corporation, doing business in Texas as Apple CSC Inc.

For Florida consumers:
Sales Representative: Apple Inc.
1 Infinite Loop, Cupertino, CA 95014

ROA_01523

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ATTACHMENT L

Employee Number: 72308

USA: AppleCare Service Company, Inc.

Canada: Apple Canada, Inc.

034-6815-A

APP English NA
v5.4.PDF
112 KB

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ROA_01524

ATTACHMENT M

BLANK  ROME LLP
COUNSELORS AT LAW

Phone: (215) 569-5352
Fax: (215) 832-5352
Email: Lee-M@BlankRome.com

December 20, 2013

John C. Monarch
404 Gatewood Drive
Greenwood, SC 29646-9260

Dear Mr. Monarch:

This law firm represents Rich Gorman and his related companies. Mr. Gorman has recently received a number of extremely disturbing email communications which threaten harm to Mr. Gorman, his businesses, and his customers, if he does not make a payment of several thousand hundred dollars worth of Bitcoins as directed in the emails. The threatening tone of the emails has been escalating in recent days. In addition, derogatory and/or defamatory information about Mr. Gorman has been recently posted on numerous websites.

Our preliminary investigation into this matter suggests to us that you have a connection with www.performoutsider.com, a web site which appears to be related to these threatening emails and defamatory postings. We therefore hereby demand that you immediately cease and desist from posting, or causing to be posted, any derogatory or defamatory information about Mr. Gorman, or any of his affiliates, employees, business associates, and/or customers.

Please be advised that Mr. Gorman is presently evaluating his legal options and intends to take appropriate action to protect his legal rights, including the possible referral of the matter to appropriate legal authorities.

Finally, please regard this letter as requesting that you preserve documents, tangible things, and electronically stored information potentially relevant to the issues referenced in this letter. You should anticipate that much of the information relevant to this matter is stored on your current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, online repositories and cell phones). Electronically stored information (hereinafter "ESI") should be afforded the broadest possible meaning and includes, by way of example and not as an exclusive list, potentially relevant information electronically, magnetically, optically, or otherwise stored as:

One Logan Square 130 North 18th Street Philadelphia, PA 19103-6998
www.BlankRome.com

141497.00101/22276487v.1

Boca Raton • Cincinnati • Houston • Los Angeles • New York • Philadelphia • Princeton • Shanghai • Washington • Wilmington

Exhibit 1 to motion re: refusal to obey order 01/15/14

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BLANK  ROME LLP
COUNSELORS AT LAW

John C. Monarch
December 20, 2013
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- Digital communications (e.g., e-mail, voice mail, instant messaging);
- E-Mail Server Stores (e.g., Lotus Domino .NSF or Microsoft Exchange .EDB)
- Word processed documents (e.g., Word or WordPerfect files and drafts);
- Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets);
- Accounting Application Data (e.g., QuickBooks, Money, Peachtree data);
- Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images);
- Sound Recordings (e.g., .WAV and .MP3 files);
- Video and Animation (e.g., .AVI and .MOV files);
- Databases (e.g., Access, Oracle, SQL Server data, SAP);
- Contact and Relationship Management Data (e.g., Outlook, ACT!);
- Calendar and Diary Application Data (e.g., Outlook PST, blog entries);
- Online Access Data (e.g., Temporary Internet Files, History, Cookies);
- Presentations (e.g., PowerPoint, Corel Presentations)
- Network Access and Server Activity Logs;
- Project Management Application Data;
- Computer Aided Design/Drawing Files; and
- Backup and Archival Files (e.g., Veritas, Zip, .GHO)

ESI resides not only in areas of electronic, magnetic, and optical storage media reasonably accessible to you, but also in areas you may deem not reasonably accessible. You are obliged to preserve potentially relevant evidence from both sources of ESI, even if you do not anticipate producing such ESI.

Preservation Requires Immediate Intervention

If you have not already done so, you should act immediately to preserve potentially relevant ESI concerning this matter. Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must intervene to prevent loss due to routine operations or malfeasance and employ proper techniques and protocols to preserve ESI. Booting a drive, examining its contents, or running any application may irretrievably alter the evidence it contains and constitute unlawful spoliation of evidence. As such, preservation of potentially relevant information requires your immediate attention and action. Federal and state laws require that you retain certain documents. This preservation letter includes those documents to be retained under state and federal law as well as documents and data described herein.

Nothing in this request for preservation of ESI should be understood to diminish your concurrent obligation to preserve documents, tangible things, and other potentially relevant evidence. Moreover, this request to preserve information for this litigation is both retroactive and prospective in application, which means that it extends to all documents, tangible things, and electronically stored information that currently exist relating to this lawsuit, as well as all

ATTACHMENT M



John C. Monarch
December 20, 2013
Page 3

documents, tangible things, and electronically stored information that are created in the future during the course of this litigation.

Suspension of Routine Destruction

You are requested to immediately initiate a litigation hold for potentially relevant ESI, documents, and tangible things and to act diligently and in good faith to secure and audit compliance with such litigation hold. You are further requested to immediately identify and modify or suspend features of your information systems and devices that, in routine operation, operate to cause the loss of potentially relevant ESI. Examples of such features and operations include:

- Purging the contents of e-mail repositories by age, capacity, or other criteria;
- Using data or media wiping, disposal, erasure, or encryption utilities or devices;
- Overwriting, erasing, destroying, or discarding backup media;
- Re-assigning, re-imaging, or disposing of systems, servers, devices, or media;
- Running antivirus or other programs effecting wholesale metadata alteration;
- Releasing or purging online storage repositories;
- Using metadata stripper utilities;
- Disabling server, packet, or local instant messaging logging; and,
- Executing drive or file defragmentation or compression programs.

Guard Against Deletion and Act to Prevent Spoliation

You should take affirmative steps to prevent anyone with access to your data, systems, and archives from seeking to modify, destroy, or hide ESI on network or local hard drives and on other media or devices (such as by deleting or overwriting files; using data shredding and overwriting applications; defragmentation, re-imaging, damaging, or replacing media; encryption; or compression).

Preservation of Backup Tapes

You are requested to preserve complete backup tape sets (including differentials and incrementals) containing ESI related to this matter.

You should anticipate that ESI will be sought in the form or forms in which it is ordinarily maintained (i.e., native form). The forensically sound image described above will preserve ESI in such native form. You should not employ methods to preserve ESI that remove or degrade the ability to search the ESI by electronic means or that make it difficult or burdensome to access or use the information. You should additionally refrain from actions that shift ESI from reasonably accessible media and forms to less accessible media and forms if the effect of such actions is to make such ESI not reasonably accessible.

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Metadata

You should further anticipate the need to disclose and produce system and application metadata and act to preserve it. System metadata is information describing the history and characteristics of other ESI. This information is typically associated with tracking or managing an electronic file and often includes data reflecting a file's name, size, custodian, location and dates of creation and last modification or access. Application metadata is information automatically included or embedded in electronic files, but which may not be apparent to a user, including deleted content, draft language, commentary, collaboration and distribution data and dates of creation and printing. For electronic mail, metadata includes all header routing data and Base 64 encoded attachment data, in addition to the To, From, Subject, Received Date, CC and BCC fields. Metadata may be overwritten or corrupted by careless handling or improper preservation, including by moving, copying or examining the contents of files.

Servers

With respect to servers used to manage e-mail (e.g., Microsoft Exchange, Lotus Domino) and network storage (often called a "network share"), the complete contents of each user's network share and e-mail account should be preserved if that user has potential relevance to this matter. There are several ways to preserve the contents of a server. If you are uncertain whether the preservation method you plan to employ is one that we will accept as sufficient, please immediately contact the undersigned.

Home Systems, Laptops, Online Accounts and Other ESI Venues

Though we expect that you will act swiftly to preserve data on office workstations and servers, you should also determine if any home or portable systems or devices may contain potentially relevant data. To the extent that you have sent or received potentially relevant e-mails or created or reviewed potentially relevant documents away from the office, you must preserve the contents of systems, devices and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, memory stick, CDR/DVD-R disks, and the user's PDA, smart phone, voice mailbox, or other forms of ESI storage.). Similarly, if you used online or browser-based e-mail accounts or services (such as Gmail, AOL, or Yahoo Mail) to send or receive potentially relevant messages and attachments, the contents of these account mailboxes (including Sent, Deleted, and Archived Message folders) should be preserved.

Ancillary Preservation

You should preserve documents and other tangible items that may be required to access, interpret, or search potentially relevant ESI, including but not limited to logs, control sheets, specifications, indices, naming protocols, file lists, network diagrams, flow charts, instruction

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December 20, 2013
Page 5

sheets, data entry forms, abbreviation keys, and user ID and password rosters. You should preserve passwords, keys, and other authenticators required to access encrypted files or run applications, along with the installation disks, user manuals, and license keys for applications required to access the ESI. You should preserve cabling, drivers, and hardware, other than a standard 3.5" floppy disk drive or standard CD or DVD optical disk drive, if needed to access or interpret media on which ESI is stored. This includes tape drives, bar code readers, Zip drives, and other legacy or proprietary devices.

Paper Preservation of ESI is Inadequate

As hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for, or cumulative of, electronically stored versions. If information exists in both electronic and paper forms, you should preserve both forms.

Agents, Attorneys, and Third Parties

Your preservation obligation extends beyond ESI in your care, possession, or custody and includes ESI in the custody of others that is subject to your direction or control. Accordingly, you should notify any current or former agent, attorney, employee, custodian, and contractor in possession of potentially relevant ESI to preserve such ESI to the full extent of your obligation to do so, and you should take reasonable steps to secure their compliance.

Sincerely yours,

A handwritten signature in black ink that reads "Matthew D. Lee". The signature is written in a cursive style with a long horizontal flourish at the end.

MATTHEW D. LEE

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Case No. 2021-CP-23-03414

Richard A. Gorman Respondent,

v.

John C. Monarch Appellant.

NOTICE OF APPEAL

John C. Monarch hereby appeals the following Orders of the Honorable Perry H. Gravely: (1) an Order dated February 26, 2025, which is attached hereto as **Attachment A**; and (2) an Order dated April 28, 2023, which is attached hereto as **Attachment B**. Appellant received written notice of the entry of each Order on the date stamped on each respective Order’s margins.

Separately, and by U.S. Mail, Appellant has submitted the filing fee to the Clerk of the Court of Appeals.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, South Carolina 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for Appellant

Filed this 27th Day of February, 2025.
Greenville, South Carolina

Other Counsel of Record:

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Post Office Box 6903
Columbia, South Carolina 29260
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(e) drew@radekerlaw.com

David L. Moore Jr. (S.C. Bar No. 0001509)
Turner Padget Graham & Laney, P.A.
Post Office Box 1509
Greenville, South Carolina 29602
(o) 864.552.4625
(e) dmoore@turnerpadget.com

Attorneys for Respondent

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Richard A. Gorman,)
)
Plaintiff,)
)
-vs-)
)
John C. Monarch,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS

ORDER FOR SANCTIONS

AND STRIKING DEFENDANT’S PLEADINGS

C.A. No. 2021CP2303414

The Court has been presented with Plaintiff’s Motion for Sanctions which was heard on January 24, 2025. This is one of many Motions where Plaintiff has sought sanctions against the Defendant for discovery abuse and violations of various Court orders. The initial Complaint was filed in 2014 with the most recent version set forth in the Second Amended Complaint filed on August 28, 2018. The Plaintiff alleges that Defendant, using the name of “Rick Rollinski” sent an email in 2013 asking for \$500,000 in bitcoins to avoid the publication of extremely derogatory statements about the Plaintiff being a convicted child molester. When the demands were not met by the Plaintiff, the statements were widely published. Due to various conflicts and the relationship between the parties, Plaintiff immediately suspected Defendant and after the publication, Plaintiff’s lawyers sent a letter dated December 20, 2013 demanding Defendant to cease and desist any further publication of the information and requesting that he preserve all relevant data and devices. Plaintiff filed suit against the Defendant and various other entities. The causes of actions which have survived the duration of this action are defamation and intentional infliction of emotional distress. The Plaintiff has spent over ten years trying to gain access to Defendant’s various devices to prove that he was the one who initiated these postings and emails.

The Plaintiff's Motion for Sanctions currently before the Court presents the same issues which the Court has struggled with for many years and many Orders: to determine whether Defendant has willfully withheld material information in discovery and violated various court orders. The issue becomes somewhat pressing with the rapidly approaching trial date of March 24, 2025. This trial was set after a long history of delays, including a dismissal under Rule 40(j) and several continuances of "date certain" trials. In other words, the issues raised by Plaintiff's motion are more than ripe for a final determination.

The plaintiff has charged defendant with extreme discovery abuse and violation of numerous court orders and the Court must determine whether the Defendant is guilty of these charges and if so, what sanction to impose. The Court finds that the Defendant has willfully violated the prior Orders of this Court and an appropriate sanction is warranted.

The gravamen of Plaintiff's Motion for Sanctions is that Plaintiff has asserted serious claims against the Defendant resulting in substantial damages, but Defendant's conduct and refusal to abide by standard discovery practices and Orders of this Court, has made it impossible to conduct meaningful discovery and be in a position prove his case. In order for the Plaintiff to succeed in his claims, he must prove that the Defendant was the one who sent the emails and made the postings, which was presumably done under a fictitious name. Plaintiff has spent more than ten years trying to establish his case, but has been diverted at every turn by Defendant's failure to provide data or meaningful access to his devices. From the beginning, the Plaintiff has sought access to all computers which the Defendant was using at the relevant times to this lawsuit, but Defendant has fought him at every turn and blocked the Plaintiff's discovery efforts with legal wranglings, subterfuge, deceit and destruction of evidence. The issues before the ultimate trier of fact are pretty basic—did Defendant publish the statements or not and whether

they constitute defamation and/or a basis for intentional infliction of emotional distress. With access to all of his devices, this question should have been easily answered and would either exonerate the Defendant or confirm that he was the culprit.

First, it is important to review the very tortured procedural history and how Defendant has responded to prior Court rulings:

-December 20, 2013, Plaintiff's attorneys sent a letter to Defendant demanding that he cease and desist from further publication of any statements and to preserve relevant information, data and devices.

-In 2014, Plaintiff served Defendant with extensive discovery regarding Defendant's activities and information regarding various information contained on his computers and devices.

-After many requests and objections submitted by Defendant, the Plaintiff filed a Motion to Compel discovery in 2018, but the hearing was cancelled because Plaintiff understood that an agreement had been reached for responding to the discovery requests.

-As of June, 2020, Defendant had failed to provide appropriate discovery responses as agreed and Plaintiff renewed his Motion to Compel. Likewise, Defendant filed a Motion to Compel and all issues were purportedly resolved with a "Consent Order Resolving Motions to Compel" issued by The Hon. Alex Kinlaw on August 21, 2020 in which Defendant agreed to provide a list of all referenced electronic devices within 14 days and "cooperate concerning the expeditions provision of such devices from the list as the Plaintiff may select for examination."

-On December 9, 2020, Plaintiff filed a Motion for Sanctions for Destruction of Evidence relating to Defendant's purported destruction of data and disposal of certain devices.

-As of August 17, 2021, Plaintiff had not received the relevant data or devices and filed a Motion to Compel Production of Electronic Devices for Examination which Judge Kinlaw granted by Form 4 issued on September 15, 2021 with a formal Order to follow. Judge Kinlaw also issued a Form 4 continuing the Plaintiff's Motion for Sanction. Judge Kinlaw issued his "Order Granting Motion to Compel Production of Electronic Devices" on March 28, 2022 requiring Defendant to submit his devices to an independent expert so a determination could be made as to what data had been destroyed or removed. The issue of sanctions was held in abeyance at that time.

-On April 7, 2022, Defendant filed a Rule 59(e) Motion to Reconsider the March 28, 2022 Order and Judge Kinlaw reissued his previous Order on April 27, 2022.

- On May 18, 2022, Defendant filed an appeal of the Discovery Orders issued by Judge Kinlaw which were clearly interlocutory. On May 24, 2022, the South Carolina Court of Appeals issued an Order dismissing the appeal because the underlying discovery orders were "not immediately appealable." The Defendant then filed a Petition for Rehearing which was denied by order of November 15, 2022 and the case was remanded back to Circuit Court.

-Following the denial of Defendant's Petition for Rehearing, Judge Kinlaw heard the Motion to Reconsider his Order on December 2, 2022 and issued an Order on January 12, 2023 denying the Defendant's Motion and confirming his previous Order.

-The case was designated as Complex by Order of Judge Letitia Verdin on October 18, 2022 assigning the case to the undersigned Judge.

-On February 10, 2023, Plaintiff file a Motion for Sanctions asserting that Defendant had failed to abide by any court orders and provide discovery. After a hearing on March 23, 2023, the Court issued its Order on April 28, 2023 finding the Defendant had not

complied with previous Orders of the Court and that his non-compliance was “in bad faith, willfully disobedient or at a minimum a gross indifference to the Plaintiff’s rights” and held the Defendant in Civil Contempt and ordered that:

the Defendant shall fully comply with the March 28, 2022 Order of Judge Kinlaw within 45 days of this Order or shall be fined \$7,500 and his Answer and Counterclaim shall be stricken and Defendant shall be deemed in default.

Although the defendant was found in contempt as a result of his willful violation of the previous Orders, the Court gave the Defendant one last chance to rectify his prior conduct—a lifeline which Defendant had not shown that he deserved.

-On August 24, 2023, the Plaintiff filed a “Motion to Enforce Order” asserting that Defendant had submitted an altered laptop to the independent expert and that Defendant had failed to turn over all of his devices. The Motion was supported by affidavits from various forensic experts who had analyzed the data from the computer which was produced. On January 18, 2024, the Court issued an Order finding that the Defendant’s conduct had raised “some serious concerns over the validity of the laptop in question,” but no violation had been established. Once again, the determination of Defendant’s conduct was “kicked down the road.”

- Finally, on May 29, 2024, the Plaintiff filed yet another “Motion for Sanctions and to Enforce Order” asserting that Defendant had failed to retain evidence, communicated with a material witness just prior to his deposition in a format which automatically destroyed evidence of such communication, and failure to provide all relevant devices. Because of various delays and the parties attempts to resolve some discovery issues, this Motion was not heard until January 24, 2025.

So, in summary: Plaintiff has taken Herculean steps to obtain the material information from Defendant; Defendant entered a consent order agreeing to provide it, but then spent the next

two and a half years conducting various legal maneuverings to block the production of the information. Plaintiff continued his efforts and finally got information from the requested devices, but it appeared to be altered and the Court issued an Order finding Defendant in Contempt.

And that brings us to the current Motion which was heard on January 24, 2025, two months before the trial has been set on March 24, 2025. As a result of the various orders and stipulation of counsel and delay of many years, the Defendant has provided access to one computer which has been analyzed by three separate experts.

Plaintiff has provided affidavits from two experts to support the claim of willful violation of the Order: Christopher Watkins, the expert retained by the Plaintiff and Steven Abrams, the neutral expert appointed to examine the Defendant's computer and retrieve information from it. In response, the Defendant submitted the affidavit of its retained expert, Ian Finch.

Steven Abrams has submitted two affidavits to the Court. He was initially retained jointly by both parties for the extraction of data for a computer that was referenced. Mr. Abram's initial affidavit of August 24, 2023 essentially outlined the process and method used in extracting the information. In his supplemental affidavit filed November 7, 2023, Mr. Abrams stated that "my initial feeling is that the internet history and much of the content of the hard drive must have been erased in late 2016 near the point at which the history record resumes on the hard drive." (Paragraph #4)

The affidavit of Christopher Watkins as Plaintiff's expert, was filed on May 29, 2024 and outlines his process in analyzing the data and computers. His affidavit concludes the following:

18. "...the pattern of behavior suggests that the user has a history of deleting Bash session history or at the very least, that the user is familiar with how to delete the Bash history."

23. Mr. Watkins concurs with the conclusion of Abrams that “considering the time stamp metadata associated with the activities...that a portion of user data has evidently been purged from the computer.”

23b. “What is plain, though, is that this hard drive has been tampered with. All indications are that this tampering was done through activities that would have had to be undertaken purposefully...it is my opinion that the computer user selectively purged certain types of data from the system, such as internet browsing history data”

25. Bash history analysis “suggest that the computer user intended to hide activity.”

27. “Based on my examination...it is my conclusion that it is more likely than not:
- a. Some person went to extensive lengths to move data to and from this laptop computer, including deleting significant amounts of data from the computer’s data storage drive”
 - b. That person was most likely John Monarch, who was the person who naturally had the most access and perhaps the only access to the laptop and who has the computer science background to understand these activities.;
 - c. Other things, unusual things, were done to this computer, consistent with them being done purposefully in the hope that they would create false or confusing impressions for someone examining the laptop...”

In response, Defendant submitted the affidavit of Ian Finch, along with a very comprehensive report refuting some of the findings set forth in Mr. Watkins affidavit and suggesting that some of Mr. Watkins conclusions could have been incorrect based on the analysis and extractions by the neutral expert, Mr. Abrams. Mr. Watkins submitted an affidavit filed January 22, 2025 in response to Mr. Finch’s affidavit confirming the opinion set forth in his May 29, 2024 affidavit.

Overall, the Court finds the two affidavits submitted by Mr. Watkins, and the affidavit of Mr. Abrams convincing, especially since both opine that the computer had been tampered with.

In addition, Mr. Watkins’ affidavit concludes that the computer in question had more than 18,543 events, between October 20, 2015 and January 3, 2018, when it was used to remotely access another computer or network device which “limits [his] ability to determine what the computer user was doing on the remotely accessed devices.” (Watkins Affidavit, 5/29/24, Paragraph 19c.) Mr. Finch does not address or refute this finding in his affidavit or report.

Based on the record, the Court cannot determine at what point this data was removed or

destroyed, but clearly it was after the Defendant was aware that the Plaintiff intended to pursue him for this matter based on the demand letter sent in December, 2013. Over the past ten plus years, the Plaintiff has attempted to gain access to the devices to prove his case. Defendant had within his means the ability to provide the necessary information to clear himself if he was not the publisher of this information. Even though the defendant argues that the Plaintiff has not established that he destroyed any data or disposed of any devices since the issuance of the Court's Order, the defendant cannot defend the fact that after over ten years, letters, discovery and Orders to Compel have been issued, he has not produced any of the requested information regardless of the reason, or any real explanation of why it has not been produced nor the identity of the devices which he used during the relevant time periods.

Plaintiff has attempted to obtain material evidence from the Defendant since 2014 and has not received a meaningful response in that period. The purpose of discovery is to mandate full and fair disclosure to prevent trial from becoming a guessing game or one of ambush. Cel Products, LLC v. Rozelle, 357 S.C. 125 (2004). That has not been accomplished in this matter.

After much deliberation, the Court finds that the Defendant has willfully destroyed or removed relevant and material evidence, which most like occurred after discovery had been presented to him and after he was Ordered by the Court to do so. When the Court considered this matter in connection with its Order of April 24, 2023, it appeared to be a close call of whether the Defendant should be sanctioned, but the information provided at this last hearing overcomes any previous perceived obstacles to sanctions. Even though the timing cannot be determined, the Court finds that the Defendant's actions were clearly done with the goal of destroying the evidence and making sure it was not discoverable. Further, even though some of the conduct may have occurred prior to the issuance of these Orders or discovery submitted, it was after the

letter of December 20, 2013 and at no time, has the Defendant admitted and explained the circumstances for which the evidence was removed and/or destroyed.

Based on the affidavits and reports, the Court finds that Defendant has violated the rules of discovery and prior Court Orders in the following ways:

1) Not maintaining the integrity of his devices after receiving the letter of December 20, 2013, discovery requests and Court Orders relating to these devices;

2) Not identifying and producing other devices which he used and were subject to the discovery requests and Court Orders, including the iPhone and the device(s) accessed remotely as identified in Watkins affidavit.

3) Defendant consented to produce several devices in Judge Kinlaw's Consent Order of August 21, 2020 but caused a two-and-a-half-year delay through Motions and Appeals and finally indicated that he no longer had the iPhone which he had agreed to produce, but that the data was stored on his computer; and

4) Defendant engaged in further subterfuge by communicating with a material witness before his deposition through a platform which automatically destroyed the communication just after it was received, thus eliminating the ability to access this information in discovery, consistent with his other actions throughout this case.

When review of all matters related to the discovery of the data and devices, it is clear that Defendant has engaged in a pattern of deception which justice and equity cannot ignore.

The next step is to determine what are the appropriate sanctions for Defendant's conduct over the past ten years. The determination of whether to impose sanctions on a party is a very serious one and one that this Court does not take lightly. But ultimately, this decision is "entrusted to the discretion of the trial court." QZO, Inc. v. Moyer, 358 S.C. 246, 255 (2004)

(citations omitted). One of the sanctions available to the Court for a party’s failure to obey a discovery order is to “strike the party’s pleading and enter a default judgment”. QZO, at 256. (citing Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg Co., 334 S.C. 193 (1999)). Under Rule 37, SCRPC, the Court is given broad latitude on fashioning a sanction for discovery abuse including “an order striking out pleadings or parts thereof...or rendering a judgment by default against the disobedient party.” Rule 37(b)(2)(C). “When a court orders a sanction that results in default or dismissal, ‘the end result is harsh medicine that should not be administered lightly.’” QZO, at 256 (quoting Griffin at 198). Therefore, the sanction should be “aimed at the specific misconduct of the party sanctioned and should not be used improvidently to prevent a decision on the merits.” QZO at 256 (citing Griffin). The Supreme Court continued with the standard and considerations for the Court:

The sanction imposed should be reasonable, and the court should not go beyond the necessities of the situation to foreclose a decision on the merits of a case...Finally, when a sanction “would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience or gross indifference to its rights to justify the sanction.” QZO, at 257 (citations omitted)

In this case, the Court must carefully consider the Defendant’s position for failure to comply with discovery and the various orders. When reviewing the Defendant’s argument and affidavit submitted by his expert, the Court finds that his reasons for not complying, like in QZO, were a “great mysterious sequence of coincidences that strain credulity.” *Ibid* at 257. When there is conflicting evidence, it is up to the judge to determine the credibility. See Halbersberg v. Berry, 302 S.C. 97 (Ct. App. 1990).

The Court has given the Defendant numerous opportunities to rectify these deficiencies and provide a good faith explanation for these events, to no avail. All of this clearly shows a pattern of deceit and destruction of material evidence which the Plaintiff needs to have access to

before proceeding further with his case. Plaintiff has undergone tremendous efforts to locate and secure the information necessary to prove his case, only to be met with roadblocks at every step of the way. The Defendant's effort have undermined the entire discovery process and ignored Court Orders. Therefore, the Court affirms its Order of March 28, 2023 in which it found "no meaningful compliance by Defendant" and that such "non-compliance is in bad faith, willfully disobedient or a minimum a gross indifference to the Plaintiff's rights."

Now, to determine an appropriate sanction in light of Defendant's conduct. Options for sanctions include a fine, striking of pleadings or a spoliation charge to the jury. A spoliation charge to the jury would allow the jury to draw an inference that destroyed evidence would have been unfavorable to the Defendant. Stokes v. Spartanburg Regional Medical Center, 368 S.C. 515 (2006). A charge for spoliation seems like a mere tap on the hand in view of the Defendant's egregious conduct, especially since the failure to provide the information severely hampers the Plaintiff's ability to prove his case, thus rendering the spoliation charge not sufficient. The Court has threatened fines and striking of pleadings, but the Defendant still has not provided the requested information and complied with its Orders.

The Court issued a very strong caveat in its Order of April 28, 2023 finding a willful violation and stating that failure to comply within 45 days would result in a fine of \$7,500.00 and striking of Defendant's Answer and Counterclaim. To do anything less at this point, more than twenty-one months later and in view of the egregious conduct of the defendant would only diminish the authority of this Court and its Order.

The Court finds that the defendant is in willful violation of the previous referenced Orders of the Court and discovery and finds Defendant in contempt of these Orders and Orders the following:

ATTACHMENT A

Defendant's Answer and Counterclaim filed in this matter shall be stricken and the Defendant shall be deemed in default; and

Defendant shall be assessed a fine in the amount of \$7,500.00 to be paid within 10 days from the issuance of this Order.

Based on the Court's ruling on Plaintiff's Motion and striking of Defendant's pleading, the Defendant's Motion for Summary Judgment is denied.

IT IS SO ORDERED.

[E-signature of Judge Gravely to follow]

FILED ELECTRONICALLY FILED -- 2025 FEB 26 10:59 AM -- GREENWICH -- COMMONWEALTH -- CASE#2021CP23034144



Greenville Common Pleas

Case Caption: Richard A Gorman vs. John C Monarch , defendant, et al

Case Number: 2021CP2303414

Type: Order/Sanctions

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-02-26 16:07:22 page 13 of 13

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Richard A. Gorman,)
)
Plaintiff,)
)
-vs-)
)
John C. Monarch,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS

ORDER FOR SANCTIONS

C.A. No. 2021CP2303414

This matter comes before the Court upon various Motions filed by the parties which were heard on March 23, 2023. Andrew Radeker and David Moore appeared on behalf of the Plaintiff and Steven Buckingham appeared on behalf of Defendant.

The original Complaint seeking damages for defamation and civil conspiracy was filed on August 8, 2014 and subsequently dismissed under Rule 40j. The Complaint was restored under the current civil action number on July 15, 2021. By Order issued October 18, 2022, Judge Letitia Verdin designated this case as complex and assigned it to Judge Gravely. The complexity of the case seems to lie with the tortured procedural and discovery history of this litigation. The duration of the case rivals *Jarndyce v. Jarndyce* of Bleak House fame (C. Dickens, 1852).

There were several Motions considered by the Court on March 23, 2023.

Defendant had filed a Motion to Schedule a Trial and the trial has been set for the week of October 31, 2023.

Defendant also filed a Motion to Strike the affidavit of Ilya Shpetrik presented by the Plaintiff. In support of this motion, Defendant argued that this affidavit was acquired in connection with a settlement of a case between Shpetrik and the Plaintiff and therefore violates

the Rule of Professional Conduct and S.C. Rules of Civil Procedure. Although there may be issues as to the validity and veracity of the affidavit and the consideration which should be given by the Court, the Court does not find that the Defendant has established a sufficient basis to strike the affidavit and Defendant's Motion is respectfully denied.

The primary Motion before the Court is Plaintiff's Motion for Sanctions for Defendant's repeated refusal to comply with discovery and Orders to Compel. The history of the discovery dispute in this case is as follows:

-In 2014 (in the action before it had been restored under a new number), Plaintiff served Defendant with discovery requests seeking access to certain electronic data which is the primary issue of this Motion.

-A Motion to Compel discovery was filed in 2018, but the hearing was cancelled because counsel understood that an agreement had been reached between the parties as to the discovery to be provided.

-As of June, 2020, the discovery issues had not been resolved and Plaintiff filed another Motion to Compel. This Motion to Compel was resolved by a Consent Order issued August 21, 2020 in which defendant agreed to provide for examination the electronic devices in issue.

-As of August, 2021, Defendant had failed to comply with discovery requests and the previous Consent Order of August 21, 2020 and Plaintiff filed another Motion to Compel on August 17, 2021, along with a Motion for Sanctions for Destruction of Evidence. After a hearing on Plaintiff's Motion, Judge Alex Kinlaw, Jr. issued an Order on March 28, 2022 ordering the production of the electronic devices in issue but continued the Plaintiff's Motion for Sanctions.

-On April 7, 2022, Defendant moved for a reconsideration of the March 28, 2022 Order after which Judge Kinlaw reissued his previous Order on April 27, 2022.

- On May 18, 2022, Defendant appealed both Orders of Judge Kinlaw and on May 24, 2022, the Court of Appeals summarily dismissed the Appeal “because the underlying order is not immediately appealable.” The Defendant filed a Motion to Reconsider this dismissal, but the rehearing was denied by Order of the Court of Appeals filed November 15, 2022.

-Following the denial of the Defendant’s Petition for Rehearing, Judge Kinlaw heard the Motion to Reconsider his Order on December 2, 2022 and issued an Order on January 12, 2023 denying the Defendant’s Motion.

So now the Court is presented with the sole issue of what sanctions to impose on Defendant for failure to comply with the various Court Orders relating to Discovery.

In addressing this issue, the Court must first determine the nature of Defendant’s non-compliance with the previous Order. In the Consent Order of August 21, 2020, paragraph 1) d, the Defendant specifically agreed to the following:

With regard to requests to produce seeking the production of electronic devices, Defendant Monarch may initially comply with the requests by providing a list of such devices. The parties are ordered to cooperate concerning the expeditious provision of such devices from the list as the Plaintiff may select for examination by the Plaintiff or such persons as he may choose.

Clearly, Defendant agreed to provide electronic devices chosen by Plaintiff and had this agreement incorporated into a Consent Order which was filed with the Court. And as before, there was no meaningful compliance by Defendant and Plaintiff was required, once again, to file a Motion to Compel. That Motion resulted in the March 28, 2022 Order from Judge Kinlaw which sets forth very specific requirements for production of the electronic devices and safeguards to protect the Defendant’s information. Instead of complying, Defendant proceeded

with a futile attempt of an appeal of an interlocutory order and Motion for Reconsideration. Now, that Defendant has run out of options, he continues to refuse to provide discovery as Ordered by the Court.

In response to the Plaintiff's Motion for Sanctions, Defendant argues that producing the information requested by the Plaintiff will allow the Plaintiff to have significant personal and confidential information which can be disseminated to the world via social media and other formats. Judge Kinlaw's Order sets forth some very specific safeguards to protect the Defendant's information. So, it all boils down to this: Defendant has agreed and been required by 2 separate orders to provide certain electronic devices and has refused to do so. The Court must now fashion a remedy that is appropriate for Defendant's noncompliance and sufficient to protect the sanctity of Court's authority.

In his Motion for Sanctions filed February 10, 2023, Plaintiff argues that Defendant's actions and noncompliance is so egregious that the Court should strike the Defendant's Answer and Counterclaim and declare the Defendant in default. As cited by the Plaintiff, such a sanction which "results in a default or dismissal is a severe punishment that should be imposed only if there is some showing of bad faith, willful disobedience, or gross indifference to the rights of the adverse party." *Rickerson v. Karl*, 412 S.C. 215, 770 S.E.2d 767, 770 (Ct. App. 2015). In light of the Defendant's actions, the Court finds that his non-compliance is in bad faith, willfully disobedient or at a minimum a gross indifference to the Plaintiff's rights. Pursuant to Rule 37, SCRPC, the Court is empowered

to impose a wide variety of sanctions. However, the sanction imposed should be reasonable, and the Court should not go beyond the necessities of the situation to foreclose a decision on the merits of a case. *Societe Internationale Pour Participations Industrielles et Commerciales, S.A. v. Rogers*, 357 U.S. 197, 78 S.Ct. 1087, 2 L.Ed.2d 1255 (1958). The sanction should be aimed at the specific misconduct of the party sanctioned. In other words, the sanction should be a rifle-

shot, not a shotgun blast. *Balloon Plantation, Inc. v. Head Balloons, Inc.*, 303 S.C. 152, 154, 399 S.E.2d 439, 440 (Ct. App. 1990).

Upon consideration of these matters, the Court seeks to impose a sanction which is a “rifle-shot” which would compel compliance by Defendant, impose appropriate sanctions for non-compliance but provide protection of personal and confidential information.

After review of the record, the Court finds that the Defendant is in willful violation of 2 court Orders: the consent order of August 21, 2020 and the subsequent order of Judge Kinlaw issued on March 28, 2022. Thus, the Court finds Defendant in Civil Contempt of these Orders and imposes the following sanctions:

1) the Defendant shall fully comply with the March 28, 2022 Order of Judge Kinlaw within 45 days of this Order or shall be fined \$7500 and his Answer and Counterclaim shall be stricken and Defendant shall be deemed in default; and

2) the Court hereby awards attorneys fees and costs to Plaintiff for all actions in connection with the Motion to Compel, responding to the Appeal and the hearings for these Motions. Plaintiff’s Counsel shall provide an affidavit for costs and attorneys fees within 10 days of receipt of this Order and Defendant’s counsel shall, within 5 days of receipt of the affidavit, submit any objections to Plaintiff’s request for attorneys fees and costs. Upon receipt and review of these submission, the Court shall issue a separate Order awarding to the Plaintiff attorneys fees and costs.

To provide additional safeguards to the Defendant from the dissemination of his personal and confidential information, in addition to the safeguards set forth in Judge Kinlaw’s Order, the Court orders as follows:

1) All of the provision of Judge Kinlaw’s Order shall be strictly complied with; and

2) Any dissemination or use of the information by Plaintiff shall result in the imposition of severe sanctions. Prior to the use of any information or dissemination in any fashion, including in court proceedings and filings with the Court, the Plaintiff must provide notice to Defendant and obtain written consent or Order of the Court prior to the dissemination of any information protected by this Order.

It is so Ordered.

Judge Gravely's e-signature to follow



Greenville Common Pleas

Case Caption: Richard A Gorman vs. John C Monarch , defendant, et al

Case Number: 2021CP2303414

Type: Order/Sanctions

So Ordered

s/ Honorable Perry H. Gravely, #2755

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