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August 16, 2010

**BY EMAIL (AndersG@MiamiHerald.com) ,
 FACSIMILE (305-376-5287), and
 FEDERAL EXPRESS OVERNIGHT DELIVERY**

The Miami Herald Media Company
 c/o Anders Gyllenhaal, SVP and Executive Editor
 One Herald Plaza
 Miami, Florida 33132

Re: *False and defamatory articles concerning Jeff Greene*

Dear Mr. Gyllenhaal:

This Firm has been retained by Jeff Greene to represent his interests in connection with recent reporting by the Miami Herald ("the Herald") in a published article related to 1402 Alta Vista Partners, LLC's ("Alta Vista") 2006 sale of the La Mirage development to James Delbert McConville and/or his assignees (the "McConville Article") and in a published article related to alleged activities engaged in by Mike Tyson on Mr. Greene's yacht, the *Summerwind* (the "Tyson Article") (collectively, the "Articles"). These Articles are replete with false, misleading and defamatory statements of fact concerning Mr. Greene, which the Miami Herald published with actual knowledge of falsity or with a reckless disregard for truth or falsity. As you are undoubtedly aware, Mr. Greene's demand that The St. Petersburg Times retract these same articles has been widely reported on and covered by the Florida and national media. For your convenience, I have enclosed copies of Mr. Greene's retraction demands to the Times.

At the outset, let me disabuse you of any notion that a "fair reporting" or "newswire" defense may apply to the Herald. The Herald did not simply republish a story circulated on the AP newswire. The Articles were authored by St. Petersburg Times reporters. It is, however, no secret that the Herald and the Times effectively share reporters such as Adam Smith, Kris Hundley, and Caryn Baird. Accordingly, Mr. Smith's, Ms. Hundley's, and Ms. Baird's pre-publication knowledge is imputed to the Herald for purposes of a libel action.

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Before setting forth the false, misleading and defamatory statements at issue, let me be clear that the gist of the Herald's reporting through the McConville Article falsely links my client to criminal acts by McConville. Ignoring the documentation and statements of Mr. Greene to the contrary, the Herald falsely conveys to the average reader that Mr. Greene was aware of, and an active participant in, McConville's criminal scheme as it related to his purchase of the property and his intentions to thereafter fraudulently obtain mortgages in order to enrich himself. Despite actual knowledge to the contrary, the Herald repeatedly and falsely states that Mr. Greene directly sold individual condominiums to purchasers who participated in McConville's scheme of fraudulently obtaining false and excessive mortgages for individual purchasers based on inflated sales prices on the properties with no intent to repay the loans. Nothing could be further from the truth – Mr. Greene had no knowledge of McConville's criminal scheme and was not a participant in it. This journalistic fiction was published despite the Herald's actual knowledge of the fact that the sale in question was an arm's length business transaction by Alta Vista, an LLC of which Mr. Greene was a member, in which Marcus & Millichap, the world's largest apartment building broker, handled all aspects of the sale to McConville and/or his assignees and the fact that Mr. Greene has never met or spoken with McConville. The gist of the Herald's reporting through the Tyson Article falsely implies that Mr. Greene was a participant in and complicit in Mr. Tyson's admitted criminal activity. Before publishing either the McConville Article or the Tyson Article, the Herald never took the simple journalistically responsible step of contacting Mr. Greene to comment on the falsehoods in these stories. Despite Mr. Greene's numerous interviews with the Herald, he was never asked about McConville or the Tyson allegations – strong evidence of a purposeful avoidance of the truth.

The Herald's reporting falsely accuses an extremely successful businessman and viable political candidate for high office of serious crimes in both the McConville Article and the Tyson Article. The resulting damage to my client's reputation from this false reporting can only be measured in the many millions of dollars unless the Herald immediately corrects its libel. Failure to do so will unquestionably lead to litigation in order to hold the Herald accountable for its wrongdoing.

Pursuant to Fla. Stat. § 770.01, this letter is written notice to the Herald that the following statements contained in the respective articles are false and defamatory.

McConville Article: *Calif. Deal Put Jeff Greene on Front Line of Mortgage Mess*

First Published: Saturday, August 7, 2010 (online)

Authors: Kris Hundley & Caryn Baird

Available at: <http://www.miamiherald.com/2010/08/07/1765927/calif-deal-put-jeff-greene-on.html>

The McConville Article contains the following false and defamatory statements of fact and misleading representations of fact about Mr. Greene:

- "Greene's company unloaded the units, some for as much as \$165,000. The buyers turned out to be people who never intended to own the properties or pay back the loans."

- "By signing blank deeds, longtime appraiser Richard Hagar said, Greene effectively enabled the fraud."
- "McConville quickly flipped the condos to 28 individuals for the same prices Greene had received: \$145,000 to \$165,000 each."
- "Half of McConville's buyers were the same people who had purchased units from Greene."
- "One woman, a notary whose stamp appears on many of the sales, bought seven condos from Greene . . . while her twin sister picked up three more, including two Greene properties."
- "In late May, one of the condos that Spangler bought from Greene for \$145,000 four years earlier was sold at auction. Price: \$21,250."
- "Real estate experts say this shows 'common equitable ownership' and undisclosed financial ties between McConville's and Greene's corporations."
- "In cases where Greene sold the unit to an individual"
- "Piette, whose parents bought 18 La Mirage units from Greene and McConville"
- "Despite his concerns about the La Mirage deal, Greene continued his business relationship with McConville."
- "Greene is admitting to responsibility. He has to look at that HUD-1 and say this is a true and accurate accounting of the money flow."
- "Oma and Zheyen Haidarzada bought 11 La Mirage condos from Greene."
- "They bought 12 properties in two months from Greene and McConville in 2006."

The statements set forth above are a mixture of outright falsities, purposeful avoidance of the truth, omissions of fact in an effort to mislead the public and conclusions that are purportedly based on falsehoods contained in the respective articles or, alternatively, based on purported 'facts' that are never disclosed to the reader. The statements in the McConville Article are squarely at odds with the truth:

- Spangler, Kantere, Kantere's twin, Piette's parents, the Haidarzadas, and the Astafas did not "buy" any condos from Mr. Greene. There are no purchase agreements between the purported buyers and Mr. Greene and there are no payments from the purported buyers to Mr. Greene. Alta Vista sold the property to Mr. McConville and/or his assignees, and then Mr. McConville committed acts that are the subject of the prosecution against him. The Herald had actual

knowledge of these facts at the time it published the McConville Article. To the point, the authors of the McConville Article were in possession of a copy of the purchase agreement whereby Alta Vista sold all 300 units to McConville and/or his assignees, in one escrow.

- Alta Vista received an average of about \$70,000 for each of the 300 units, not the \$145,000 as reported by the Herald. The Herald had actual knowledge of this fact at the time the Herald published the McConville Article. Furthermore, the Herald had actual knowledge that Mr. Greene did not insert the information on the completed deeds. Moreover, information concerning the amount Alta Vista actually received, including the number of units and total price, was made available to the authors of the McConville Article prior to the publication of the McConville Article.
- Mr. Greene and McConville never jointly sold property to La Mirage's individual investors. As stated above, Alta Vista sold property to McConville and/or his assignees, and Mr. Greene has never met or spoken with McConville. Moreover, the correspondence provided to the McConville Article authors by Mr. Greene's representatives further demonstrates the lack of a relationship between Mr. Greene and McConville. Numerous counteroffers and subsequent adversarial letters between the parties' representatives are hardly the hallmarks of a close relationship.
- The McConville Article accuses Mr. Greene of fraud. The quotation accusing Mr. Greene of fraud is purportedly a quote from a third party. However, as you well know, tale-bearers are as bad as tale-makers under well-established libel law. Signing a blank deed – a common practice in the industry, particularly with respect to bulk condo sales such as La Mirage – does not in itself "enable" fraud. Moreover, there is no support whatsoever upon which to suggest that Mr. Greene or anyone associated with him had anything to do with completing the deeds which the Herald claims show "Greene sold" to individual investors. Mr. Greene, on behalf of Alta Vista, was obligated to sign 300 deeds as the terms of the contract required that the units be deeded to McConville or his assignees. McConville had the contractual right to assign his interest in the property, and Alta Vista had no approval right of McConville's assignees. In short, McConville – not Alta Vista – had the authority to determine the ultimate name on the deed; Alta Vista was only required to sign the deeds.
- The statement about "undisclosed financial ties between McConville's and Greene's corporations" is absurd. If McConville completes a false HUD-1 form, stating he or his company is the seller, when in reality he knows that Alta Vista still technically owns the property, how does this demonstrate "undisclosed financial ties" between Mr. Greene and McConville? The anonymous real estate experts do not exist because a "real estate expert" knows that one can "know" who owns the property at the time the HUD-1 form is completed but one cannot

"know" who completed the form or whether the form is truthful unless the underlying facts have been investigated.

- With respect to the allegations about the HUD-1, Mr. Greene did look at the HUD-1 and it showed a sale by Alta Vista to McConville and/or his assignees for \$20,950,000. McConville's falsification of HUD-1's regarding the individual units does not amount to "Greene admitting to responsibility." Mr. Greene never saw HUD-1's concerning sales of the individual units let alone attest to their accuracy.

Given the truth about the allegations concerning Mr. Greene and the fact that it had in its constructive or actual possession documents unequivocally contradicting the factual assertions and implications in the McConville Article, the Herald has deliberately and willfully blinded itself from the truth in order to publish the accusatory McConville Article. I have enclosed with this letter a copy of the documents the McConville Article authors had in their possession at the time the McConville Article was published. These documents establish the scope of Mr. Greene's role with La Mirage – a conveyance by Alta Vista to McConville or his assignees. Alta Vista certainly could not simultaneously sell the units to both McConville and the individual investors at different prices. Nevertheless, the Herald decided at its peril to disregard its actual knowledge of Mr. Greene's role in La Mirage and instead print false, sensationalistic accusations that unlawfully threaten to damage the future earning capabilities of a vastly successful businessman and a viable political candidate.

Tyson Article: ***Jeff Greene's Yacht Holds the Secrets: Sexcapades or Sabbath?***
First Published: Friday, August 13, 2010 (online)
Authors: Adam C. Smith
Available at: <http://www.miamiherald.com/2010/08/12/1773987/a-yacht-holds-the-secrets-sexcapades.html>

The Tyson Article contains the following false and defamatory statements of fact and misleading representations of fact about Mr. Greene:

Tyson went and told *Sports Illustrated* about that summer when he spent so much time with Greene. Tyson, who was the best man at Greene's 2007 wedding, makes that period of his life sound more like the *Love Boat*:

"I was in St. Tropez, in the South of France. In Ibiza, Spain. I was in Monte Carlo. I was in the Ukraine, Russia, all those places, for three months. From Russia I went to Lisbon, Portugal, from Portugal I went to Amsterdam. In Amsterdam I met this drug dealer, right? And he sees that I like getting high, and he wants to be my buddy, right? This guy goes and gets me a big rock of cocaine. So pretty soon I got a party going on. I got everything: I got these rugby players. I got these naked girls. I got all these . . . everything's going on in the room. Plus I also had this girl with me that I picked up in Romania. But then [the dealer he met in Amsterdam] saw how much of a mess I was. He came in and kicked everybody out of my room! All the nude people, all the people having

sex. He said, 'I feels so bad I ever gave him that stuff,'" Tyson said in an interviewed [sic] published in July.

The Tyson Article republishes the foregoing quotation from Mike Tyson in an online *Sports Illustrated* article and then falsely conveys to the reader that Mr. Tyson was referring to activities on Mr. Greene's yacht. The Tyson Article is about purported activities on Mr. Greene's yacht, the *Summerwind*, and the headline proclaims that Mr. Greene's yacht holds "secrets" that may include "sexcapades." Indeed, the Tyson Article, as originally authored by Mr. Smith and published on the Times' website reported, prior to reciting the Tyson quote, that "Tyson, who was the best man at Greene's 2007 wedding, makes the *Summerwind* sound more like the *Love Boat*." Mr. Smith only made this change when contacted by Mr. Greene's representatives, but the edit did not go far enough. Indeed, Mr. Smith's concession of this point demonstrates the necessary degree of fault for a libel action.

Not only is this type of 'reporting' lazy, but it is actionable defamation. Nowhere in the excerpts of *Sports Illustrated's* Pablo S. Torre's conversation with Mr. Tyson posted on *Sports Illustrated's* website – where Mr. Smith lifted the Tyson quote – does Mr. Tyson mention Mr. Greene, the *Summerwind*, or even the period of time to which he was referring when he recounts his days as a "junkie." Moreover, the final "Where Are They Now" article about Mr. Tyson published in *Sports Illustrated's* August 2, 2010 edition makes no mention of Mr. Greene, the *Summerwind*, or even the episodes relayed by Mr. Tyson to Mr. Torres in the online *Sports Illustrated* article. Mr. Smith's late-night change to the online version of the Tyson Article on August 12, 2010, after receiving a telephone call from Mr. Greene's representatives about the Tyson Article, did not remove or lessen the defamatory sting of the Tyson Article.

Moreover, prior to publishing the Tyson Article, Mr. Greene provided Mr. Smith with an unequivocal denial of his insinuation that Mr. Greene was involved in or complicit in the conduct alleged by Mr. Tyson in the *Sports Illustrated* online piece. While you provide some of Mr. Greene's statements in the Tyson Article, based on Mr. Greene's denial, the Tyson Article should never have been published. You made no effort whatsoever to contact Mr. Greene prior to publishing the Tyson Article. You apparently did not attempt to contact Mr. Tyson directly, opting instead to irresponsibly reprint Mr. Smith's quotation of Mr. Tyson completely out of context and with Mr. Smith's interjection into that quotation his own incorrect assumptions, speculation, and biases. You, therefore, had no credible basis upon which to publish Mr. Tyson's quotation in attempt to link Mr. Greene to that illegal conduct.

The false allegations contained in the Tyson Article have been repeated in other media outlets. During the final Democratic Primary senatorial debate broadcast by WPLG on Sunday, August 15, 2010, Mr. Michael Putney repeated the false allegations contained in the Tyson Article. Specifically, Mr. Putney questioned Mr. Greene about Mr. Tyson's alleged allegations of drug use on the *Summerwind*. Mr. Greene pointed out the fact that Mr. Tyson did not make such allegations. Yet, Mr. Putney then restated the error on live television: ". . . but he said he was on your boat." When contacted by Mr. Greene's representatives about the fact that nowhere in the *Sports Illustrated* article does Mr. Tyson refer to any illegal conduct on the *Summerwind*, Mr. Putney stated that he was relying on the Herald's and the Times' reporting for standing by

The Miami Herald Media Company
August 16, 2010
Page 7 of 7

his statement that Mr. Tyson claimed that he used drugs on the *Summerwind*. The Herald's libel is being repeated in the media and Mr. Greene's damages are thereby being compounded.

As stated above, the statements contained in the Articles, are false and defamatory as they apply to Mr. Greene. To the extent that you claim that the Herald was unaware of contradictory information prior to publication of the Articles, now you know the truth about the false allegations about Mr. Greene contained in the Articles. I therefore demand that the Herald immediately remove the Articles from its website and publish a retraction of the above-referenced statements about Mr. Greene in or before its Wednesday, August 18 edition.

Please notify me when the retraction will be published and furnish me with a copy of the retraction.

In the future, prior to publication of any further articles regarding Mr. Greene, I strongly encourage you to contact me if you are contemplating further publication of any information that would suggest or insinuate any wrongdoing on Mr. Greene's behalf or that would in any way impugn his ethics or integrity.

Govern yourselves accordingly.

Very truly yours,



L. Lin Wood

Enclosures