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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

11 CME INTERNATIONAL, LLC, a Delaware
12 Limited Liability Company

13 Plaintiff,

14 v.

15 THE TIMEPIECE GENTLEMAN, a
California Limited Liability Company;
16 TREVOR JAMES NAEDER, an individual;
and DOES 1 to 10,
17

18 Defendants.
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Case No. 30-2023-01312631-CU-DF-CJC

Assigned for all Purposes to:

Judge Deborah Servino

COMPLAINT FOR:

1. **INVASION OF PRIVACY;**
2. **DEFAMATION – PER SE;**
3. **DEFAMATION;**
4. **DISPARAGEMENT AND/OR**
TRADE DEFAMATION;
5. **INTENTIONAL INTERFERENCE**
WITH PROSPECTIVE
ECONOMIC RELATIONS; AND
6. **PRELIMINARY AND**
PERMANENT INJUNCTIONS

UNLIMITED JURISDICTION

1 Plaintiff CME International, LLC, hereby alleges as follows:

2
3 **PRELIMINARY ALLEGATIONS**
4

5 1. Plaintiff is now, and at all times herein mentioned was, a limited liability company duly
6 organized and existing under the laws of the State of Delaware, with offices in Orange County,
7 California. Plaintiff specializes in the sale of pre-owned luxury watches and jewelry including Rolex,
8 Patek Philippe, Panerai, Cartier, Tiffany and more. Doing business as “Bob’s Watches”, Plaintiff has
9 become a destination for consumers looking to buy, sell, or trade Rolex watches. Plaintiff maintains an
10 inventory of pre-owned and slightly used vintage and modern Rolex watches, as well as a select
11 assortment of models of other luxury timepieces, including Patek Philippe, Cartier, and Panerai.

12 2. Plaintiff is informed and believes, and thereon alleges, that Defendant The Timepiece
13 Gentleman (“TPG” or “Defendant”) is now, and at all times herein mentioned was, a California Limited
14 Liability Company doing business in Beverly Hills, California. Defendant TPG is a competitor of
15 Plaintiff. Plaintiff is further informed and believes and thereon alleges that Defendant TREVOR
16 JAMES NAEDER (“NAEDER”) is now, and at all times herein mentioned was, an individual
17 employed by or otherwise acting as an agent on behalf of Defendant TPG.

18 3. All of the acts and omissions alleged more fully herein occurred in and/or caused
19 damage to Plaintiff in Orange County, California.

20 4. Plaintiff is unaware of the true names and capacities of Defendants sued herein as DOES
21 1-10, inclusive, and therefore sues said DOE Defendants by such fictitious names. Plaintiff will amend
22 this Complaint to insert the true names and capacities of such fictitiously named DOE Defendants when
23 they have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the
24 Defendants designated herein as a DOE is in some manner legally responsible for the events and
25 happenings referred to and alleged herein and by reason thereof has proximately caused the damages
26 and injuries to Plaintiff alleged in this Complaint.

27 5. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto,
28 each Defendant named herein, including those fictitiously designated as a DOE, was acting as the

1 agent, servant, or employee of each other Defendant, and in doing the acts hereinafter alleged, was
2 acting within the course and scope of said agency, employment, or representation, with the knowledge,
3 consent, authorization, and approval of the other Defendants. To the extent any of the actions of said
4 agents, servants, or employees was not expressly authorized, said actions were ratified and approved by
5 the other Defendants.

6 **GENERAL ALLEGATIONS**

7 6. Plaintiff is informed and believes and thereon alleges that: As part of the creation of a
8 You Tube video, on or about December 9, 2022, Defendants NAEDER and TPG audio and video taped
9 a telephone call made by Defendant NAEDER, for and/or on behalf of Defendant TPG, with one of
10 Plaintiff's employees without Plaintiff or that employee's knowledge or consent. That recording was
11 thereafter made a part of posting(s) on social media by Defendant TPG within which Defendant TPG
12 both orally, and in writing, accuse Plaintiff of dishonesty in its business practices. Those postings
13 include several You Tube videos, during which Defendant TPG's identifies a Rolex warranty card sold
14 by Plaintiff to one of its customers as being "fake"; being "manipulated"; that the "card is no good";
15 referencing the "washing" of the card; and, asking Plaintiff's customer if he "bought it from Bob's like
16 this? What the hell? Damn". These statements are false, and when considered with all reasonable
17 inferences, clearly call into question the authenticity of the warranty card and accuse Plaintiff of
18 dishonesty in its business practices. Plaintiff is further informed and believes that in an ongoing
19 attempt to damage Plaintiff and its reputation, and in addition to the above referenced You Tube videos,
20 Defendant TPG and its agents Does 1 - 10 thereafter took excerpts from those posts and created a Tik
21 Tok post during which Defendant TPG's representative specifically calls into question the authenticity
22 of the Rolex warranty card sold by Plaintiff to its customer saying that the card "has been
23 manipulated"; that "this card is no good"; and, asking Plaintiff's customer if he "bought it from Bob's
24 like this? What the hell? Damn". These statements are patently false. Notwithstanding the falsity of
25 said statements, and for the purpose of further defaming and disparaging Plaintiff, its competitor, and to
26 obtain "clicks" and "views" for its own marketing advantage, Defendant TPG and Does 1 - 10 used the
27 following hashtags for the subject Tik Tok post: #sketchy; #sketchytiktok; #sketchyvibes; #fraudsters;
28 #fraudalert; #frauds; #fraudsterscaught; #strange; and #shady. Despite demand from counsel for

1 Plaintiff to delete the defamatory posts, and initial agreement by Defendant TPG's representative to do
2 so, Defendant TPG failed to immediately delete or otherwise address the defamatory statements
3 contained within the You Tube and Tik Tok posts and said statements have and continue to cause
4 Plaintiff significant damage.

5 7. Plaintiff is informed and believes and thereon alleges that Defendants TPG and Does 1 -
6 10 not only knew that the above statements were false, but also knew the impact that posting false and
7 defamatory statements on social media can have on businesses.

8 8. Defendants TPG and Does 1 - 10 made these false statements as statements of fact, not
9 statements of opinion, as well as falsely implying knowledge of facts supporting such statements.
10 These were false when made, and Defendants TPG and Does 1 - 10 knew they were false. Defendants
11 TPG and Does 1 - 10 made these false statements, and continue to make same by not removing the
12 posts, with the intent to injure Plaintiff knowing full well the potential impact that such statements
13 would have on Plaintiff and its ability to sell preowned watches.

14 **FIRST CAUSE OF ACTION**

15 **(Invasion of Privacy Against All Defendants)**

16 9. Plaintiff hereby realleges and incorporates herein by reference Paragraphs 1 through 8,
17 as though fully set forth herein.

18 10. Plaintiff is informed and believes, and thereon alleges, that on or about December 9,
19 2022, Defendant NAEDER, acting on behalf of Defendant TPG, placed a telephone call to one of
20 Plaintiff's employees and made certain inquiries of that employee related to a sale of a watch to one of
21 Plaintiff's customers. That phone call was, unknowingly to Plaintiff and Plaintiff's employee, being
22 recorded by audio and video for future use by Defendants TPG and Does 1-10. This confidential
23 conversation was willfully, deliberately, maliciously, and intentionally recorded by Defendants
24 NAEDER, TPG and Does 1- 10, and each of them, by means of an electronic devise in violation of
25 Section 632 of the California Penal Code. At least portions of this call were subsequently used by
26 Defendants TPG and Does 1 - 10 as part of certain defamatory post(s) on social media.

27 11. At no time did Defendants NAEDER, TPG or Does 1-10, or any of them, inform
28 Plaintiff or its employee that said call was going to be recorded or otherwise published to the world on

1 social media, and Plaintiff's employee had a reasonable expectation that said call was confidential and
2 confined to the parties involved on the call. At no time did Plaintiff or its employee consent to the
3 illegal recording of this confidential communication.

4 12. On said date, Defendants NAEDER, TPG and Does 1-10, and each of them, knowing
5 that it was unlawful and a violation of Plaintiff and Plaintiff's employee's right to privacy, intruded on
6 Plaintiff and Plaintiff's employee's privacy by willfully, deliberately, maliciously and intentionally
7 recording said telephone call by means of an electronic devise.

8 13. Under the provision of California Penal Code Section 637.2, Plaintiff claims the greater
9 of: (1) Statutory damages against Defendants NAEDER, TPG and Does 1-10, and each of them, in the
10 sum of \$5,000 per violation of Section 632(a) of the Penal Code, or (2) Three (3) times the amount of
11 actual damages to Plaintiff in a sum that will be established according to proof at trial.

12 **SECOND CAUSE OF ACTION**

13 **(Defamation - Per Se Against Defendants TPG and Does 1 - 10)**

14 14. Plaintiff hereby realleges and incorporates herein by reference Paragraphs 1 through 13,
15 as though fully set forth herein.

16 15. Plaintiff is informed and believes and thereon alleges that: As part of the creation of a
17 You Tube video, on or about December 9, 2022, Defendants NAEDER and TPG audio and video taped
18 a telephone call made by Defendant NAEDER, for and/or on behalf of Defendant TPG, with one of
19 Plaintiff's employees without Plaintiff or that employee's knowledge or consent. That recording was
20 thereafter made a part of posting(s) on social media by Defendant TPG within which Defendant TPG
21 both orally, and in writing, accuse Plaintiff of dishonesty in its business practices. Those postings
22 include several You Tube videos, during which Defendant TPG's identifies a Rolex warranty card sold
23 by Plaintiff to one of its customers as being "fake"; being "manipulated"; that the "card is no good";
24 referencing the "washing" of the card; and, asking Plaintiff's customer if he "bought it from Bob's like
25 this? What the hell? Damn". These statements are false, and when considered with all reasonable
26 inferences, clearly call into question the authenticity of the warranty card and accuse Plaintiff of
27 dishonesty in its business practices. Plaintiff is further informed and believes that in an ongoing
28 attempt to damage Plaintiff and its reputation, and in addition to the above referenced You Tube videos,

1 Defendant TPG and its agents Does 1 - 10 thereafter took excerpts from those posts and created a Tik
2 Tok post during which Defendant TPG's representative specifically calls into question the authenticity
3 of the Rolex warranty card sold by Plaintiff to its customer saying that the card "has been
4 manipulated"; that "this card is no good"; and, asking Plaintiff's customer if he "bought it from Bob's
5 like this? What the hell? Damn" . These statements are patently false. Notwithstanding the falsity of
6 said statements, and for the purpose of further defaming and disparaging Plaintiff, its competitor, and to
7 obtain "clicks" and "views" for its own marketing advantage, Defendant TPG and Does 1 - 10 used the
8 following hashtags for the subject Tik Tok post: #sketchy; #sketchytiktok; #sketchyvibes; #fraudsters;
9 #fraudalert; #frauds; #fraudsterscaught; #strange; and #shady. Despite demand from counsel for
10 Plaintiff to delete the defamatory posts, and initial agreement by Defendant TPG's representative to do
11 so, Defendant TPG failed to immediately delete or otherwise address the defamatory statements
12 contained within the You Tube and Tik Tok posts and said statements have and continue to cause
13 Plaintiff significant damage.

14 16. These statements were published on social media for all to see, and in particular to those
15 customers and potential customers of Plaintiff.

16 17. As a proximate result of the above described publications, Plaintiff has suffered
17 reputational loss, which increases daily, all to its general damage.

18 18. Defendants TPG and Does 1-10 actions were undertaken with fraud, malice or
19 oppression, or with a conscious disregard of the rights of Plaintiff, and, therefore, Plaintiff is entitled to
20 an award of exemplary and punitive damages against Defendants, and each of them, in a sum that will
21 be established according to proof at trial sufficient to punish Defendants and deter others from engaging
22 in similar misconduct.

23 **THIRD CAUSE OF ACTION**

24 **(Defamation Against Defendants TPG and Does 1 - 10)**

25 19. Plaintiff hereby realleges and incorporates herein by reference Paragraphs 1 through 18,
26 as though fully set forth herein.

27 20. Plaintiff is informed and believes and thereon alleges that: As part of the creation of a
28 You Tube video, on or about December 9, 2022, Defendants NAEDER and TPG audio and video taped

1 a telephone call made by Defendant NAEDER, for and/or on behalf of Defendant TPG, with one of
2 Plaintiff's employees without Plaintiff or that employee's knowledge or consent. That recording was
3 thereafter made a part of posting(s) on social media by Defendant TPG within which Defendant TPG
4 both orally, and in writing, accuse Plaintiff of dishonesty in its business practices. Those postings
5 include several You Tube videos, during which Defendant TPG's identifies a Rolex warranty card sold
6 by Plaintiff to one of its customers as being "fake"; being "manipulated"; that the "card is no good";
7 referencing the "washing" of the card; and, asking Plaintiff's customer if he "bought it from Bob's like
8 this? What the hell? Damn". These statements are false, and when considered with all reasonable
9 inferences, clearly call into question the authenticity of the warranty card and accuse Plaintiff of
10 dishonesty in its business practices. Plaintiff is further informed and believes that in an ongoing
11 attempt to damage Plaintiff and its reputation, and in addition to the above referenced You Tube videos,
12 Defendant TPG and its agents Does 1 - 10 thereafter took excerpts from those posts and created a Tik
13 Tok post during which Defendant TPG's representative specifically calls into question the authenticity
14 of the Rolex warranty card sold by Plaintiff to its customer saying that the card "has been
15 manipulated"; that "this card is no good"; and, asking Plaintiff's customer if he "bought it from Bob's
16 like this? What the hell? Damn". These statements are patently false. Notwithstanding the falsity of
17 said statements, and for the purpose of further defaming and disparaging Plaintiff, its competitor, and to
18 obtain "clicks" and "views" for its own marketing advantage, Defendant TPG and Does 1 - 10 used the
19 following hashtags for the subject Tik Tok post: #sketchy; #sketchytiktok; #sketchyvibes; #fraudsters;
20 #fraudalert; #frauds; #fraudsterscaught; #strange; and #shady. Despite demand from counsel for
21 Plaintiff to delete the defamatory posts, and initial agreement by Defendant TPG's representative to do
22 so, Defendant TPG failed to immediately delete or otherwise address the defamatory statements
23 contained within the You Tube and Tik Tok posts and said statements have and continue to cause
24 Plaintiff significant damage.

25 21. Defendants TPG and Does 1 - 10 made the statements and posts alleged above about
26 Plaintiff knowing that they would be read by third parties, including, but not limited to, those with
27 whom Plaintiff had an ongoing business relationship, and actual or potential customers of Plaintiff.
28

22. The statements made by Defendants TPG and Does 1 – 10 about Plaintiff were not made in connection with a public issue or an issue of public interest.

23. Defendants TPG and Does 1 - 10 failed to use reasonable care to determine the truth or falsity of these statements and posts, and, in fact, made the statements and posts knowing they were false and with the malicious intent to harm Plaintiff and to harm its business, all to Defendants advantage and profit.

24. As a proximate result of Defendants TPG and Does 1 - 10 making these statements and posts, Plaintiff has suffered reputational loss, which increases daily, all to its general damage. In addition, as a proximate result of Defendants TPG and Does 1 – 10 making theses statements, Plaintiff has and will suffer additional damage to its business and trade in a total amount to be determined at trial, but believed to be in excess of \$1,000,000, and which increases daily in an amount of at least \$15,000 per day.

25. Defendants TPG and Does 1 - 10 actions were undertaken with fraud, malice or oppression, or with a conscious disregard of the rights of Plaintiff, and, therefore, Plaintiff is entitled to an award of exemplary and punitive damages against Defendants, and each of them, in a sum that will be established according to proof at trial sufficient to punish Defendants and deter others from engaging in similar misconduct.

FOURTH CAUSE OF ACTION

(Disparagement and/or Trade Libel Against Defendants TPG and Does 1 - 10)

26. Plaintiff hereby realleges and incorporates herein by reference Paragraphs 1 through 25, as though fully set forth herein.

27. Defendants TPG and Does 1 - 10 made the false and derogatory statements and posts alleged above, including implications of knowledge of facts leading to the defamatory conclusions, about Plaintiff.

28. Defendants TPG and Does 1 - 10 made the statements and posts alleged above about Plaintiff knowing that they would be read by third parties, including, but not limited to, those with whom Plaintiff had an ongoing business relationship, and actual or potential customers of Plaintiff.

1 29. The statements and posts made by Defendants TPG and Does 1 - 10 about Plaintiff were
2 not made in connection with a public issue or an issue of public interest.

3 30. Defendants TPG and Does 1 - 10 failed to use reasonable care to determine the truth or
4 falsity of these statements and posts, and, in fact, made the statements knowing they were false and
5 with the malicious intent to harm Plaintiff and to harm its business.

6 31. As a proximate result of Defendants TPG and Does 1 -10 making these statements and
7 posts, Plaintiff has suffered reputational loss, which increases daily, all to its general damage. In
8 addition, as a proximate result of Defendants TPG and Does 1 - 10 making these statements and posts,
9 Plaintiff has and will suffer additional damage to its business and trade in a total amount to be
10 determined at trial, but believed to be in excess of \$1,000,000, and which increases daily in an amount
11 of at least \$15,000 per day.

12 32. Defendants TPG and Does 1 – 10 actions were undertaken with fraud, malice or
13 oppression, or with a conscious disregard of the rights of Plaintiff, and, therefore, Plaintiff is entitled to
14 an award of exemplary and punitive damages against Defendants, and each of them, in a sum that will
15 be established according to proof at trial sufficient to punish Defendants and deter others from engaging
16 in similar misconduct.

17 **FIFTH CAUSE OF ACTION**

18 **(Intentional Interference with Prospective Economic Relations Against Defendants TPG and** 19 **Does 1 - 10)**

20 33. Plaintiff hereby realleges and incorporates herein by reference Paragraphs 1 through 32,
21 as though fully set forth herein.

22 34. Plaintiff conducts a majority of its business through internet sales. Many of Plaintiff's
23 actual or potential customers see postings about Plaintiff on various social media platforms, including
24 You Tube and Tik Tok. Plaintiff is informed and believes and thereon alleges that Defendants TPG
25 and Does 1 – 10 are aware of the negative impact that social media postings have on Plaintiff's
26 business. Plaintiff understands and accepts critical opinions, however, Defendants TPG and Does 1- 10
27 statements and postings were not those of honest opinion, but rather intentional false statements and
28 posts, purposely intended to disparage and damage Plaintiff; to deter actual customers and potential

1 customers from doing business with Plaintiff; and, to obtain “clicks” and “views” for its own marketing
2 advantage and profit.

3 35. As a proximate result of Defendants TPG and Does 1 - 10 making these false statements
4 and posts, and other tortious acts, Plaintiff is informed and believes, and on that basis alleges, that it has
5 experienced a decrease in sales and a decrease in other economic activity which has resulted in
6 monetary loss, as well as reputational loss, to Plaintiff, among other actual damages in an amount of at
7 least \$1,000,000, which increases daily in an amount of at least \$15,000 per day.

8 36. Defendants’ actions were undertaken with fraud, malice or oppression, or with a
9 conscious disregard of the rights of Plaintiff, and, therefore, Plaintiff is entitled to an award of
10 exemplary and punitive damages against Defendants, and each of them, in a sum that will be
11 established according to proof at trial sufficient to punish Defendants and deter others from engaging in
12 similar misconduct.

13 **SIXTH CAUSE OF ACTION**

14 **(Preliminary and Permanent Injunctions Against Defendants TPG and Does 1 - 10)**

15 37. Plaintiff hereby realleges and incorporates herein by reference Paragraphs 1 through 36,
16 as though fully set forth herein.

17 38. Defendants TPG and Does 1 – 10 wrongful and defamatory conduct has caused and will
18 continue to cause great and irreparable injury to Plaintiff unless and until enjoined. Plaintiff has no
19 adequate remedy at law for the injuries currently suffered and to be suffered in the future as the result
20 of Defendants’ wrongful and defamatory conduct because the full extent and scope of Plaintiff’s
21 potential customers who would have conducted business and did not conduct business with Plaintiff
22 because of Defendants’ wrongful and defamatory conduct may never be known, and because monetary
23 damages are inadequate to compensate Plaintiff for the damage to its reputation.

24 39. Despite demand by Plaintiff, Defendants TPG and Does 1 - 10 refuse to refrain from
25 repeating the defamatory statements and posts by, among other things, continuing to maintain certain
26 posts which include the defamatory statements as set forth above.

27 40. Plaintiff seeks, and is entitled to, a preliminary and permanent injunction from this Court
28 which enjoins and prohibits Defendants TPG and Does 1 – 10 from repeating the defamatory

1 statements and posts and orders said Defendants to remove such defamatory statements from You
2 Tube, Tik Tok, and any other similar internet or public postings, platforms and publications.

3 **PRAYER**

4 WHEREFORE, Plaintiff prays for judgment, as follows:

5 ON THE FIRST CAUSE OF ACTION, AGAINST DEFENDANTS NAEDER, TPG AND
6 DOES 1 – 10:

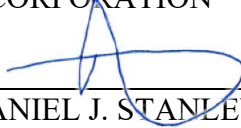
- 7 1. For the greater of: (1) Statutory damages in the sum of \$5,000 per each violation of
8 California Penal Code Section 632 (a) or (2) Three (3) times the amount of actual
9 damages to Plaintiff in a sum that will be established according to proof at trial.

10 ON THE SECOND, THIRD, FOURTH, FIFTH AND SIXTH CAUSES OF ACTION
11 AGAINST DEFENDANTS TPG AND DOES 1 – 10:

- 12 1. For general damages in a sum according to proof;
13 2. For special damages in a sum according to proof;
14 3. For exemplary and punitive damages;
15 4. For costs of suit incurred in this action;
16 5. For injunctive relief, a preliminary injunction and a permanent injunction enjoining and
17 restraining Defendants TPG and Does 1 – 10 from repeating the defamatory statements
18 and posts and orders said Defendants to remove the defamatory statements from the
19 internet or public postings, platforms and publications; and
20 6. For such other and further relief as the Court deems just and proper.

21
22 DATED: March 10, 2023

DANIEL J. STANLEY, A PROFESSIONAL
LAW CORPORATION

23
24 By: 
25 DANIEL J. STANLEY, Esq.
26 Attorney for Plaintiff
27 CME INTERNATIONAL, LLC
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