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and Luke Begonja*

**FILED**  
FEB 22 2019  
CHAMBERS OF  
FRANCIS R. HODGSON, JR., P.J. Ch  
SUPERIOR COURT OCEAN COUNTY  
**PROVISIONALLY SEALED**

<p>SHELBY RESORTS CORP. and LUKE BEGONJA,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>JOHN DOES 1-50; JANE DOES 1-50; and ABC CORPS. 1-50,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION: OCEAN COUNTY</p> <p>DOCKET NO.: OCN-C-<u>25-19</u></p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;"><b>ORDER TO SHOW CAUSE WITH TEMPORARY RESTRAINTS</b></p>
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**THIS MATTER** having been brought before the Court by Byrnes, O'Hern & Heugle, LLC, attorneys for Plaintiffs SHELBY RESORTS CORP. and LUKE BEGONJA's (collectively, the "Plaintiffs"), seeking relief, *inter alia*, by way of temporary restraints pursuant to Rule 4:52-1 *et seq.* based on the facts set forth in the Verified Complaint filed herewith and for expedited discovery; and it being that the identity of the Defendants are unknown at this time such that no notice is and it further appearing that immediate and reparable damage will likely result before any such notice could be given; and the Court having considered the Verified Complaint and memorandum of law in support of Plaintiffs' application, and for good cause having been shown;

IT IS on this 22<sup>nd</sup> day of February 2019,

**ORDERED** that Plaintiffs shall appear and show cause before the Superior Court of New Jersey at the Ocean County Courthouse in Toms River, New Jersey at 1:00 o'clock or as soon thereafter as counsel can be heard, on the 1 day of April, 2019 as to why an order should be issued preliminarily enjoining the Defendants and other interim relief:

1. Declaring that the Website entitled "shelbyresortssc.com" (the "Website") and all contents and allegations contained therein is defamatory; and
2. Mandating and/or requesting the removal of the Website and all contents therein by the internet service provider Google, Inc., GoDaddy.com, and DomainsByProxy, LLC; and
3. Mandating and/or requesting the removal of any and all identical and/or substantially similar defamatory content discovered online after the date hereof without further order of the Court; and
4. Ordering the matter be set for expedited discovery, including the issuance of identification-seeking subpoenas to Google, Inc., Godaddy.com, and DomainsByProxy, LLC to identify the poster of shelbyresortssc.com and the purchaser of the "GoogleAd" listing;
5. Restraining and enjoining the Defendants from any further publishing of false and/or defamatory statements regarding the Plaintiffs; and
6. Restraining and enjoining the Defendants from tortuously interfering with Plaintiffs' business;
7. Restraining and enjoining the Defendants from slandering Plaintiffs;

8. Restraining and enjoining the Defendants from engaging in libelous conduct by the Plaintiffs; and
9. Restraining and enjoining the Defendants from disparaging Plaintiffs and their business; and
10. Restraining and enjoining the Defendants from using the Plaintiffs' company logo without Plaintiffs' permission; and
11. Ordering that this proposed Order to Show Cause and the Verified Complaint (and exhibits annexed thereto) submitted herewith shall be maintained under seal.

**AND IT IS FURTHER ORDERED** that pending the return date herein, Defendants are hereby temporarily enjoined and other interim relief in favor of Plaintiff as follows:

1. Declaring that the Website entitled "shelbyresortsscarn.com" (the "Website") and all contents and allegations contained therein is defamatory; and
2. Mandating and/or requesting the removal of the Website and all contents therein by the internet service provider Google, Inc., GoDaddy.com, and DomainsByProxy, LLC; and
3. Mandating and/or requesting the removal of any and all identical and/or substantially similar defamatory content discovered online after the date hereof without further order of the Court; and
4. Ordering the ~~matter be set for expedited discovery, including the issuance of identification seeking subpoenas to Google, Inc., Godaddy.com, and DomainsByProxy, LLC~~ <sup>Plaintiff provide notice to</sup> ~~advising them of this pending action, attaching this order, and making them aware of the return date set forth herein;~~ <sup>advising them of this pending action, attaching this order, and making them aware of the return date set forth herein; and</sup>

to identify the poster of shelbyresortsscan.com and the purchaser of the "Google Ad" listing

and

5. Restraining and enjoining the Defendants from any further publishing of false and/or defamatory statements regarding the Plaintiffs; and

6. Restraining and enjoining the Defendants from tortuously interfering with Plaintiffs' business; and

7. Restraining and enjoining the Defendants from slandering Plaintiffs; and

8. Restraining and enjoining the Defendants from engaging in libelous conduct by the Plaintiffs; and

9. Restraining and enjoining the Defendants from disparaging Plaintiffs and their business; and

10. Restraining and enjoining the Defendants from using the Plaintiffs' company logo without Plaintiffs' permission; and

11. Ordering that *Exhibit A attach to the* ~~this proposed Order to Show Cause and the Verified Complaint~~ (and exhibits annexed thereto) submitted herewith shall be maintained under seal.

12. The Court will entertain argument, but not testimony on the return date of the Order to Show Cause, unless the parties are advised to the contrary no later than 2 days prior to the return date.

**AND IT IS FURTHER ORDERED** that:

1. Defendants may move to dissolve or modify the temporary restraints herein contained on two (2) days' notice to the counsel for Plaintiffs.

2. Plaintiffs shall serve a copy of this Order to Show Cause, the Verified Complaint, the Letter Memorandum of Law In Support of Plaintiffs' Verified Complaint and any affidavits submitted in support of this application upon Google, Go Daddy - Proxy by certified mail, return receipt requested, regular mail and overnight mail within two (2) days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.

3. Plaintiffs must file with the Court its proof of service of the pleadings on March 29 no later than three (3) days before the return date.

4. Defendants shall file and serve a written response to this Order To Show Cause and request for the entry of injunctive relief and for discovery, including proof of service, by (7 Days Prior to return), 2019. The original documents must be filed with the Clerk of the Superior Court of New Jersey, General Equity, Ocean County at 118 Washington Street, Tom's River, New Jersey 08753. Defendants must also send a copy of their opposition papers to Plaintiffs' attorney, Sean F. Byrnes, Byrnes, O'Hern & Heugle, LLC, 28 Leroy Place Red Bank, NJ 07701. A telephone call will not protect Defendants' rights. Defendants must file his opposition, pay the required fee and serve his opposition on his/her adversary, if Defendant wants the court to hear his/her opposition to the injunctive relief Plaintiff is seeking.

5. Plaintiffs must file and serve any written reply to Defendants' opposition to the Order to Show Cause by (3 Days Prior), 2019. The reply papers must be filed with the Clerk of the Superior Court of New Jersey, General Equity, Ocean County and a copy of the reply papers must be sent directly to the Chambers of Judge Francis Hodgson.

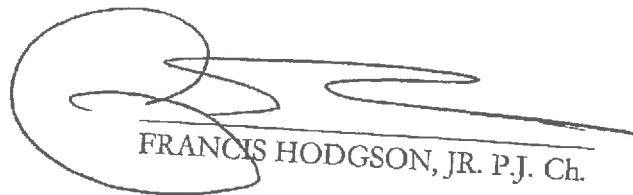
6. If Defendants do not file and serve opposition to this Order to Show Cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that Plaintiffs file a proof of service and a proposed form of order at least three (3) days prior to the return date.

7. If Defendants take notice that Plaintiff has filed a lawsuit against him/her in the Superior Court of New Jersey. The Verified Complaint attached to this Order to Show Cause states the basis of the lawsuit. If Defendants dispute this Verified Complaint, Defendants, or his/her attorney(s), must file a written answer to the Verified Complaint and proof of service within 35 days from the date of service of this Order to Show Cause; not counting the day Defendants received it. These documents must be filed with the Clerk of the Superior Court of New Jersey, General Equity, Ocean County. Include the appropriate filing fee payable to the "Treasurer State of New Jersey." Defendants must also send a copy of the Answer to Sean F. Byrnes, Byrnes, O'Hern & Heugle, LLC, 28 Leroy Place Red Bank, NJ 07701. A telephone call will not protect Defendants' rights; Defendants must file and serve the Answer, along with the appropriate fees, or judgment may be entered against Defendants by default. Please note: Opposition to the Order to Show Cause is not an Answer and both must be filed. Please note further: if Defendants do not file and serve an Answer within 35 days of this order, the Court may enter a default against Defendants for the relief Plaintiffs demand.

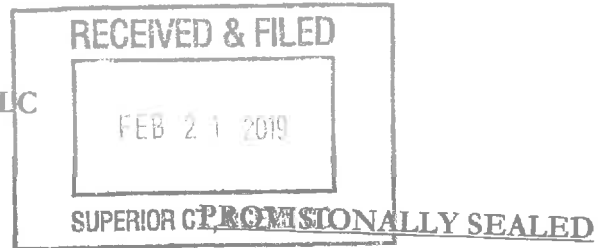
8. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral

Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

9. The Court will entertain argument, but not testimony on the return date of the Order To Show Cause, unless the parties are advised to the contrary no later than 2 days prior to the return date.

  
FRANCIS HODGSON, JR. P.J. Ch.

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*Attorneys for Plaintiffs Shelby Resorts Corp.  
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<p>SHELBY RESORTS CORP. and LUKE BEGONJA,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>JOHN DOES 1-50; JANE DOES 1-50; and ABC CORPS. 1-50,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION: OCEAN COUNTY DOCKET NO.: <u>C25-19</u></p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;"><b>VERIFIED COMPLAINT</b></p>
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Plaintiffs SHELBY RESORTS CORP. and LUKE BEGONJA, by way of Verified Complaint against Defendants JOHN DOES 1-50; JANE DOES 1-50; and ABC CORPS. 1-50, allege as follows:

**THE PARTIES**

1. Plaintiff SHELBY RESORTS CORP. ("Shelby") is a New Jersey Limited Liability corporation with an address of P.O. Box 1034, Manahawkin, New Jersey 08050-2308.
2. Shelby is registered to do business in the State of New Jersey.
3. Plaintiff LUKE BEGONJA ("Begonja") is an individual who resides at 10198 McDowell Shortcut Road, Murrells Inlet, South Carolina 29576. Mr. Begonja is the President and sole owner of Shelby. Shelby and Begonja are referred to herein collectively as "Plaintiffs".
4. Shelby is engaged in the business of providing timeshare accommodations.



5. In furtherance of its business, Shelby purchases timeshare units and leases them from owners, especially those in the Wyndham Vacations Ownership System.
6. Shelby conducts its business through the internet and relies heavily upon its internet presence and reputation for that business.
7. Plaintiffs have at all times relevant enjoyed a good reputation, both generally and in the timeshare business.
8. The true names of Defendants JOHN DOES 1-50 inclusive are unknown to Plaintiffs at this time. Plaintiffs sue these Defendants by such fictitious names pursuant to Rule 4:26-4 of the Rules Governing the Courts of the State of New Jersey. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the Defendants designated as JOHN DOES 1-50 are the posters legally responsible for the events and happenings referred to in this Verified Complaint, and unlawfully caused the injuries and damages to Plaintiffs as alleged herein.
9. The true names of Defendants JANE DOES 1-50 inclusive are unknown to Plaintiffs at this time. Plaintiffs sue these Defendants by such fictitious names pursuant to Rule 4:26-4 of the Rules Governing the Courts of the State of New Jersey. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the Defendants designated as JOHN DOES 1-50 are the posters legally responsible for the events and happenings referred to in this Verified Complaint, and unlawfully caused the injuries and damages to Plaintiffs as alleged herein.
10. The true names of Defendants ABC CORPS. 1-50 inclusive are unknown to Plaintiffs at this time. Plaintiffs sue these Defendants by such fictitious names pursuant to

Rule 4:26-4 of the Rules Governing the Courts of the State of New Jersey. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the Defendants designated as JOHN DOES 1-50 are the posters and legally responsible for the events and happenings referred to in this Verified Complaint, and unlawfully caused the injuries and damages to Plaintiffs as alleged herein.

11. Plaintiffs allege, that at all times mentioned in this complaint, Defendants were the agents and employees of their co-defendants and in doing the things alleged in this complaint were acting within the course and scope of such agency and employment.

12. Plaintiffs have spent years building a business that provides accommodations, reservations and rewarding trips to its customers.

13. As part of their business model, Plaintiffs control millions of points, primarily in the Wyndham timeshare system, which allows them to reserve timeshare units for their customers.

14. Plaintiffs books thousands of reservations annually and have many return satisfied customers.

15. Plaintiffs built their successful business from scratch by providing the highest level of customer service and delivering affordable, enjoyable vacations.

16. The Plaintiffs have not received any significant criticisms or complaints from recent customers that it in any way might explain the coordinated and calculating steps described herein.

17. As more fully set forth herein, Defendants have spent a considerable amount of time, money and effort to use the internet to permanently damage and destroy the Plaintiffs' business.

**COUNT ONE**  
**(Declaratory Judgment)**

18. On or about February 7, 2019, Defendants created a website entitled "shelbyresortssc.com" (the "Website") using the internet service providers (ISP) of GoDaddy.com and Domains By Proxy, LLC. A true and complete copy of screenshots of the Defendants' Website is annexed hereto as **Exhibit A** and made a part hereof. Plaintiffs first learned of this Website on or about February 18, 2019.

19. On their Website, Defendants publish false, defamatory and misleading information about Plaintiffs. The Website repeatedly states that Plaintiff Shelby is an "elaborate scam", that Mr. Begonja is a "scam" and a "low-life", and that Plaintiff Begonja is "running this scam on illegally used and stolen Wyndham and RCI points". Defendants also state that Plaintiffs are a "fraud", which is false and unsupported by any verifiable information. Specifically, the Website's Home Page states in pertinent part:

**SCAM ALERT!!!**

Shelby Resorts is an elaborate scam being operated by Luke Begonja out of the central Florida area. Luke Begonja will take your hard earned money and use it on million-dollar homes and his lavish lifestyle. Luke is running this scam on illegally used and stolen Wyndham & RCI points. The real owners of the accounts and Wyndham can cancel your reservation at any time. Leaving you with no place to stay and out of money. We are presenting this information to help customers avoid themselves losing money and having issues at the resort. If you have purchased a vacation with Shelby Resorts we are recommending you contact your credit card company and tell them the transaction was **FRAUD!!!**

Read more about ShelbyResorts.com scam in our terms & conditions tab at the top

**CUSTOMERS BEWARE!!!**

*www.ShelbyResorts.com*

20. Defendants further publish false, misleading and defamatory statements under the "Terms and Conditions" section of the Website. Specifically, Defendants state:

SCAM ALERT STAY AWAY!!!

ShelbyResorts.com owner Luke Begonja is involved in more than [sic] one scam. Among his vacation scam he is also in the scam of suing people. Luke Begonja is well known for suing people for no reason. Another method he uses to scam people. Luke loves scamming people by suing them hoping they settle to prevent the time and money of retaining a lawyer. This method of sue-scamming has made Luke VERY RICH!

But ask him about the current lawsuit he has got himself into with Wyndham Resorts themselves. Buyers beware do you want to stay in a resort provided by a company who is currently in a lawsuit with the resort you will be staying inn [sic]? Luke Begonia is a scammer and his scamming ways are up. Buyers we present this information with facts for those who do not know how to do their own research. We suggest highly staying away from this company. There are many other Wyndham providers that are not in lawsuits with Wyndham and are not using illegal/stolen points. I have attached screen shots below from <https://www.pacermonitor.com> detailing the lawsuit. . . Stop scamming people you low life!!!

21. Defendants further publish false, misleading and defamatory statements under the "About Us" section of the Website. Specifically, Defendants state:

ShelbyResorts.com is dedicated to scamming as many people as possible. They pride themselves on the ability to take advantage of others. They are devoted and will stop at nothing to scam you!!!

Stop scamming people you low life!!!

22. The Website also improperly uses Shelby's logo and publishes Plaintiffs' contact information, including Mr. Begonja's personal address and cell phone number, throughout the Website in an attempt to encourage visitors to the Website to harass and troll Plaintiffs.

23. The Website refers to the Plaintiffs by name throughout, was made of and concerns the Plaintiffs, and is so understood by anyone who would access the website and read the post.

24. Defendants linked the Website directly to Plaintiff Shelby's email address, phone number, and mailing address.

25. Defendants maliciously exposed Plaintiff to communications directed from the Website in order to harass and disparage Plaintiff.

26. All information published on the Website by the Defendants is false, misleading, defamatory and libelous.

27. The Website is libelous on its face, and defamatory per se. It clearly exposes Plaintiffs to hatred, contempt, ridicule and obloquy because it states among other things that Shelby and Begonja are scammers, low-lives, frauds and criminals.

28. Defendants also purchased advertising for their Website through Google. The Website is the first item that pops up in a Google search engine when searching "Shelby Resorts". A true copy of a recent Google search is annexed hereto as Exhibit B and made a part hereof.

29. As of the date of this Complaint, the defamatory statements published by the Defendants remain accessible on the Internet.

30. As a direct and proximate result of Defendants' publications, Plaintiffs have suffered and continue to suffer loss of their reputation, shame, mortification, and injury to their business.

31. Plaintiffs have already received an email from a potential customer that informed them the customer in question would "spend [his] money somewhere else." A true copy of the email is annexed hereto as Exhibit C and made a part hereof.

32. The above-described publication was not privileged because it was published by the Defendants with malice, hatred and ill-will, and malicious intent towards Plaintiffs and the desire to injure Plaintiffs. Because of Defendants' malice in publishing, Plaintiffs seek punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants, and each of them, for:

- a. Declaratory Judgment declaring that the statements in questions by the Defendants are false and defamatory;
- b. Preliminary and Permanent Injunction preventing the Defendants from disseminating and publishing any false and defamatory statements regarding Plaintiffs;
- c. Issuance of identification-seeking subpoenas to be issued and served on the internet service providers, GoDaddy.com, Domains by Proxy, LLC, and Google, Inc., used by the Defendants to post the defamatory statements in question;
- d. An order mandating the removal of the statements in question by GoDaddy.com (ISP);
- e. An order mandating the removal of the statements in question by Domains by Proxy, LLC;
- e. An order mandating the removal of the statements in question from Google, Inc.; and
- f. Ordering that any identical or substantially similar content discovered by Plaintiffs at any later date be deemed false and defamatory and mandating removal of same from any internet service provider;

- g. Such other and further relief as the court deems equitable and just.

**COUNT TWO**  
**(Defamation)**

33. Plaintiffs repeat the allegations contained in the preceding paragraphs as if fully set forth at length herein.
34. The Defendants' statements described herein are false and defamatory.
35. Defendants published through the Website and Google Ad and other platforms that are widely available to the public, false and defamatory statements about the Plaintiffs as set forth in Exhibit A annexed hereto including that Shelby is an "elaborate scam", and that Mr. Begonja is a "low-life" and thief, and that Plaintiffs engage in criminal behavior and fraud.
36. The Defendants' defamatory statements were made as assertions of fact.
37. The Defendants' defamatory statements were of and concerning Plaintiffs.
38. The Defendants' defamatory statements were designed to (1) discouraging members of the public from purchasing Plaintiffs' products, (2) harm Plaintiffs' reputation, (3) subject the Plaintiffs to public contempt, disgrace, or ridicule, and (4) adversely affect Plaintiffs' business interests.
39. Defendants acted with actual malice. Defendants' defamatory statements were knowingly false or made with reckless disregard for the truth or falsity of the statements at the time the statements were made. In fact, Defendants promote their Website with the defamatory headline that Shelby is a "scam" despite knowing that the statement is false.
40. Defendants' defamatory statements are not privileged.
41. Defendants' defamatory statements were designed to cause – and did in fact cause – customers to boycott Plaintiffs' business.

42. As a direct and proximate result of Defendants' publications, Plaintiffs have suffered and continue to suffer harm and loss of their reputation, shame, mortification, and injury to their business.

43. As a direct and proximate result of the Defendants' conduct, Plaintiffs have suffered and continue to suffer substantial damages in an amount to be proven at trial.

44. The above-described publication was not privileged because it was published by the Defendants with malice, hatred and ill-will, and malicious intent towards Plaintiffs and the desire to injure Plaintiffs. Because of Defendants' malice in publishing, Plaintiffs seek punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendants, and each of them, for:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorneys' fees;
- d. Interest and costs of suit; and
- e. Such other and further relief as the Court deems just and equitable.

**COUNT THREE**  
**(Defamation *Per Se*)**

45. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth at length herein.

46. Defendants' statements posted on the Website and their GoogleAd are defamatory *per se*.



47. Defendants published or caused these defamatory statements to be published by posting false and defamatory statements on the aforementioned Website.

48. Defendants' false and defamatory statements were of and concerning Plaintiffs, and contained the false statements that Plaintiffs were *inter alia* "frauds", "scams", "low-lives" and engaging in criminal behavior.

49. Defendants' false and defamatory statements were published with the intent to harm Plaintiffs' reputation, shame, mortification, and injury to their business.

50. Defendants published these false and defamatory statements with actual malice and knowledge that the statements were false, or with reckless disregard of whether they were false or not.

51. Defendants' continue to engage in the publication of further defamatory statements of Plaintiffs.

52. Since their posting, the false and defamatory statements published by Defendants regarding Plaintiffs have remained available to millions of Internet users, and Plaintiffs have no means of removing these false and defamatory statements from the Internet without court intervention.

53. In carrying out the aforementioned conduct, Defendants acted negligently, willfully, maliciously, and/or with reckless indifference to the consequences of their actions against Plaintiffs.

54. As a direct and proximate result of the Defendants' conduct, Plaintiffs have suffered and continue to suffer substantial damages in an amount to be proven at trial.

WHEREFORE, Plaintiffs demand judgment against Defendants, and each of them, for:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorneys' fees;
- d. Interest and costs of suit; and
- e. Such other and further relief as the Court deems just and equitable.

**COUNT FOUR  
(Unfair Competition)**

55. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth at length herein.

56. Upon information and belief, some of the Defendants operate businesses that compete with the Plaintiffs.

57. The actions taken by the Defendants in publishing false and defamatory statements on the Website are a concerted and ongoing effort by the Defendants to eliminate the Plaintiff as a viable competitor.

58. The actions of the Defendant are taken with malicious intent and range well beyond the norms of fair and reasonable competition.

59. As a result of the egregious conduct of the Defendants, Plaintiffs have been harmed.

60. Upon information and belief, Defendants are also in the business of providing timeshare accommodations.

61. Defendants maliciously exposed Plaintiff to communications directed from the Website in order to establish an unfair competitive advantage over Plaintiff.

62. Furthermore, Defendants used Plaintiff's corporate logo on the Website.

63. Use of this logo is a direct violation of the New Jersey Unfair Competition Act, N.J.S.A. 56:4 et seq.

64. The above actions constitute unfair competitive practices and are contrary to the laws of the State of New Jersey.

WHEREFORE, Plaintiffs demand judgment against Defendants, and each of them, for:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorneys' fees;
- d. Interest and costs of suit;
- e. Such other and further relief as the Court deems just and equitable.

**COUNT FIVE**  
**(Tortious Interference with Business)**

65. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth at length herein.

66. The false and defamatory statements made by Defendants on and through the Website have caused and will continue to cause Plaintiff Shelby to lose business and/or customers.

67. Plaintiff has already been approached through electronic mail by a potential customer who stated that the customer has chosen not to do business with Plaintiffs because of the statements published by Defendants on the Website.

68. Defendants' actions were taken with the intent to interfere with and damage the Plaintiffs' business.

69. Upon information and belief, Plaintiff Shelby is a competitor of at least one of the Defendants.

70. In taking the aforesaid actions described herein, the Defendants did so with an intention to cause harm to the business of Shelby.

71. Defendants' actions did, in fact, damage Plaintiffs' business, including its relationships with its customers.

72. As a result of Defendants' interference with the business conducted by Plaintiffs, Plaintiffs have suffered and continue to suffer significant financial harm.

**WHEREFORE**, the Plaintiffs demand judgement against Defendants for the following relief:

- a. Compensatory damages;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Interest and cost of suit; and
- e. Such other and further relief as the Court deems just and equitable.

**COUNT SIX**  
**(Slander)**

73. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth at length herein.

74. Defendants asserted false and defamatory statements about Plaintiffs.

75. Defendants made these statements in an unprivileged manner to third parties.

76. Those third parties that heard the statements believed the statements to be true.

77. Plaintiffs were therefore damaged as a result of those statements.

**WHEREFORE**, the Plaintiffs demand judgement against Defendants for the following relief:

- a. Compensatory damages;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Interest and cost of suit; and
- e. Such other and further relief as the Court deems just and equitable.

**COUNT SEVEN**  
**(Libel)**

78. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth at length herein.

79. Defendants asserted numerous false and defamatory statements about Plaintiffs.

80. Defendants made these statements in an unprivileged manner to third parties through publishing of said statements on the Website.

81. As owners of the Website, Defendants bear the fault for the publishing of the statements.

82. Defendants are responsible for the content hosted by GoDaddy.com and Domains by Proxy, LLC on the Website.

83. Defendants are responsible for the content hosted by Google, Inc. in its advertising.

84. The third parties that saw these statements on the Website or in other forms were led to believe the statements to be true.

85. Plaintiffs were damaged as a result of those statements.

**WHEREFORE**, the Plaintiffs demand judgement against Defendants for the following relief:

- a. Compensatory damages;
- b. Punitive damages;
- c. Attorneys' fees;
- d. Interest and cost of suit; and
- e. Such other and further relief as the Court deems just and equitable.

**COUNT EIGHT**  
**(Trademark Infringement)**

86. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth at length herein.

87. Plaintiff Shelby conducts its business of providing timeshare accommodations under the name "Shelby Resorts".

88. Plaintiff Shelby conducts this business using a specific logo and has done so for a number of years.

89. Plaintiffs' habitual use of this logo in the public marketplace constitutes a trademark of that logo.

90. Customers and other businesses recognize that logo to be Plaintiffs'.

91. Defendants published this logo on their Website.

92. Defendants' use of this logo constitutes trademark infringement.

**WHEREFORE**, the Plaintiffs demand judgement against Defendants for the following relief:

- a. An Order restraining Defendants from using the name "Shelby Resorts";
- b. An Order restraining Defendants from using Plaintiff's logo;
- c. Punitive damages;
- d. Compensatory damages;
- b. Attorneys' fees;
- c. Interest and cost of suit;
- d. Such other and further relief as the Court deems just and equitable.

**COUNT NINE**  
**(Disparagement)**

93. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth at length herein.

94. Defendants published false statements about Plaintiffs on the Website.

95. Defendants intended for the publication of those statements on the Website to cause financial loss to Plaintiffs' business.

96. These statements directly disparaged the product sold by Plaintiffs -- timeshare units.

97. Among numerous other statements set forth above and on the Website itself, Defendants referred to the product as a "scam."

98. Plaintiffs did cause financial loss to Plaintiff.

99. Defendants acted with malice toward Plaintiff's business through publishing these false statements on the Website, or acted in reckless disregard for the truth or falsity of the statements.

**WHEREFORE**, the Plaintiffs demand judgement against Defendants for the following relief:

- a. Punitive damages;
- b. Compensatory damages;
- c. Attorneys' fees;
- d. Interest and cost of suit;
- e. Such other and further relief as the Court deems just and equitable.

BYRNES, O'HERN & HEUGLE, LLC  
Attorneys for Plaintiff

Date: February 20, 2019

BY: 

SEAN F. BYRNES



**JURY DEMAND**

Plaintiffs request a trial by jury.

**DESIGNATION OF TRIAL COUNSEL**

SEAN F. BYRNES is hereby designated as trial counsel, pursuant to Rule 4:25-4.

**CERIFICATION OF COMPLAINE WITH RULE 1:38-7(c)**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted form all documents submitted in the future in accordance with Rule 1:38-7(b).

**RULE 4:5-1 CERTIFICATION**

I certify that at this time, upon information and belief, this matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding and that no other action or arbitration proceeding is contemplated. I presently do not know of any other party who should be joined in this action.

BYRNES, O'HERN & HEUGLE, LLC  
Attorneys for Plaintiff

Date: February 20, 2019

BY:

  
SEAN F. BYRNES

VERIFICATION

I, LUKE BEGONJA, hereby certify and say:

1. I am the individual Plaintiff named in the within action and President and sole owner of Plaintiff Shelby Resorts Corp.

2. I have read the foregoing complaint and know its contents. Such contents are true and of my own knowledge, except as to matters stated on information and belief, and as to such matters, they are true to the best of my knowledge and belief.


3. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: February 28, 2019

  
LUKE BEGONJA

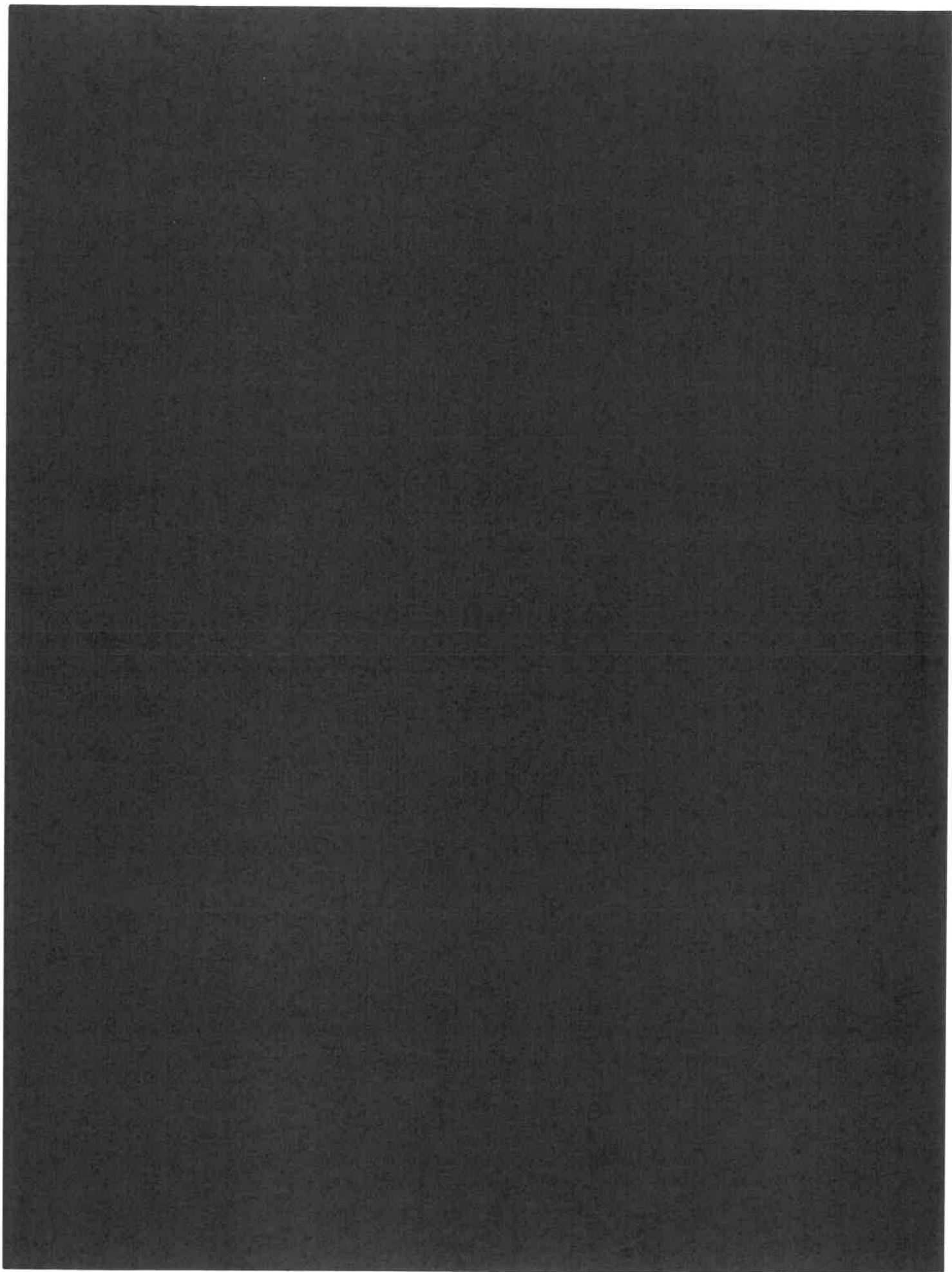
SHELBY RESORTS CORP.

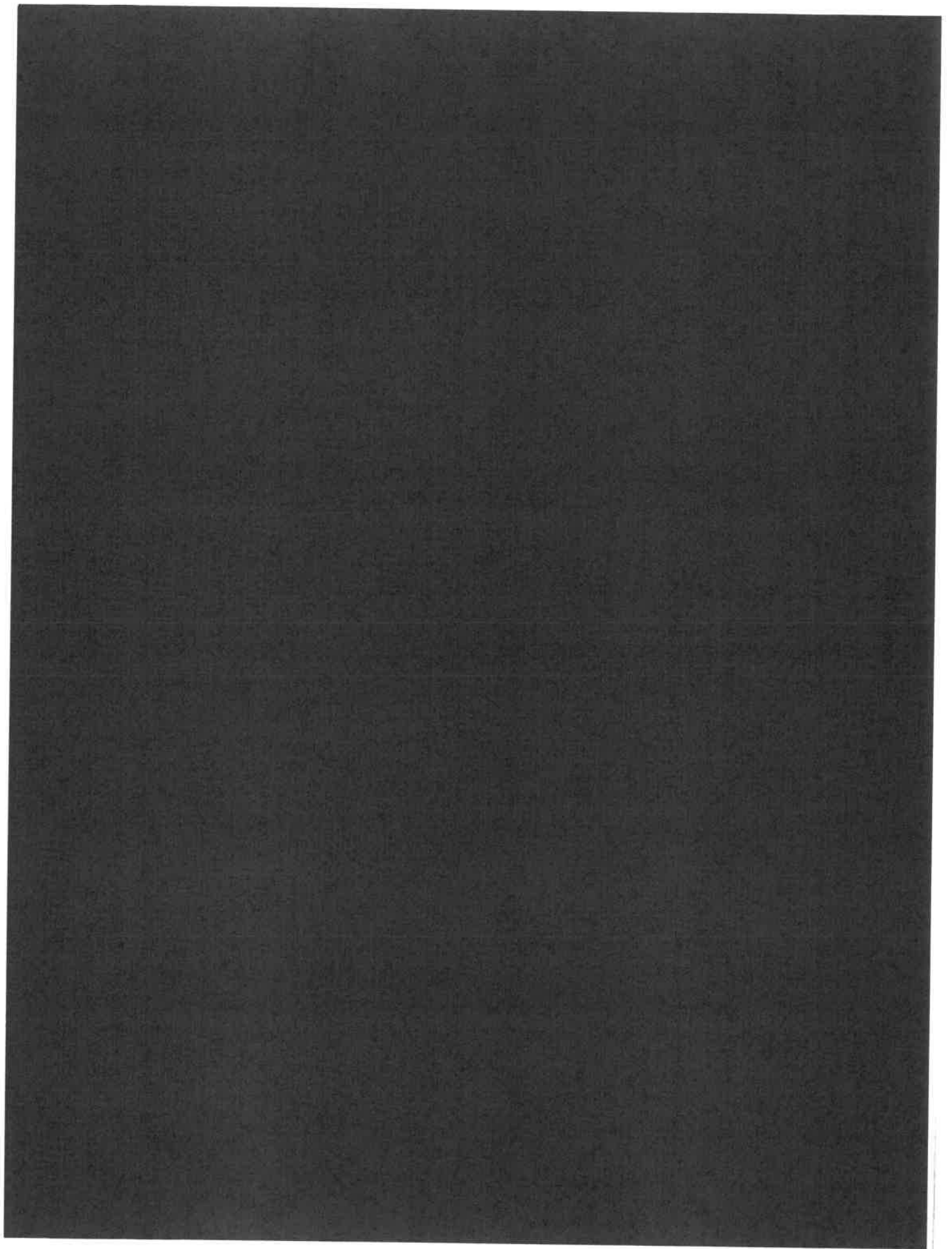
Dated: February 28, 2019

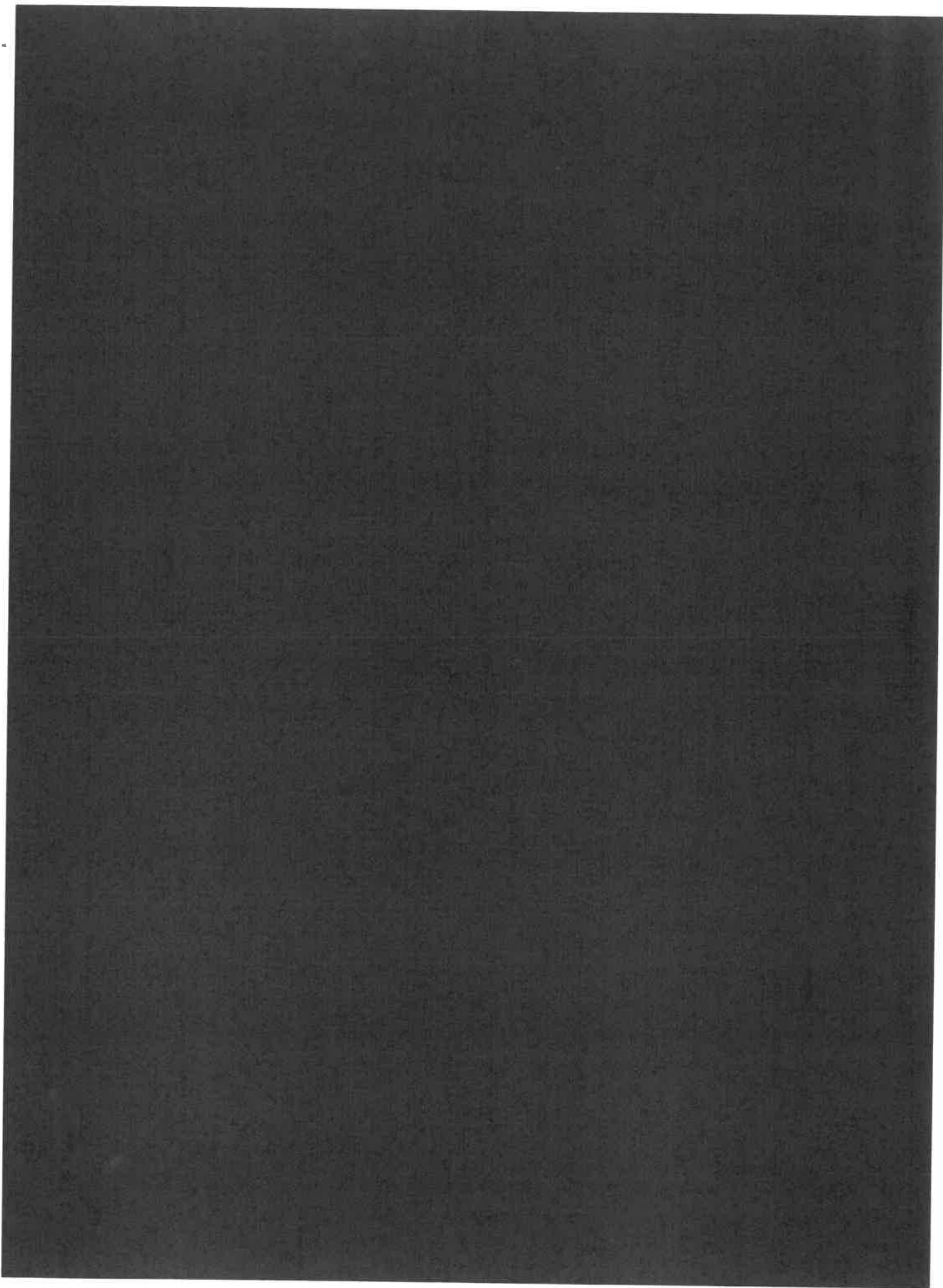
  
Name: Luke Begonja  
Title: President and Sole Owner

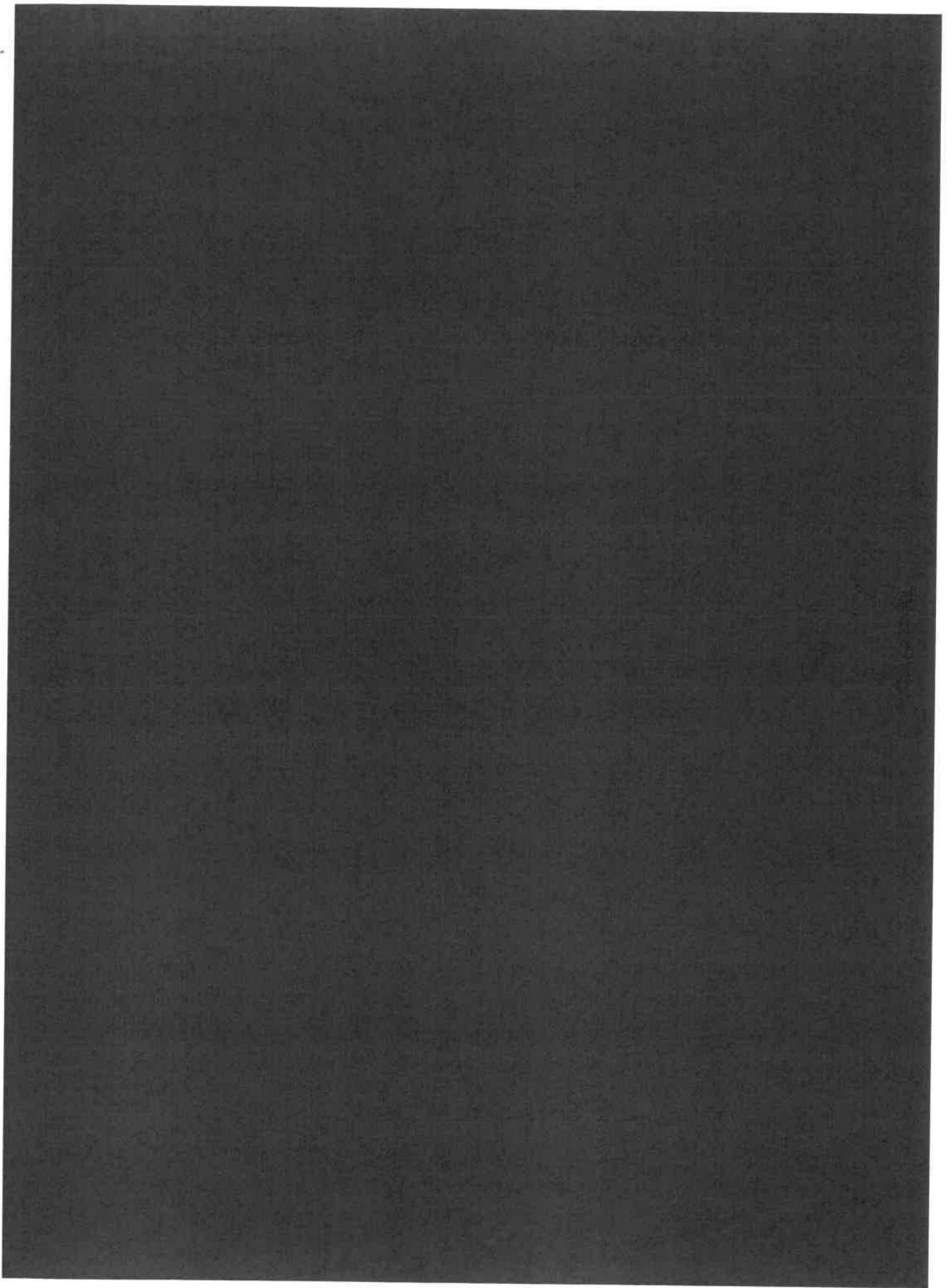
# **EXHIBIT**

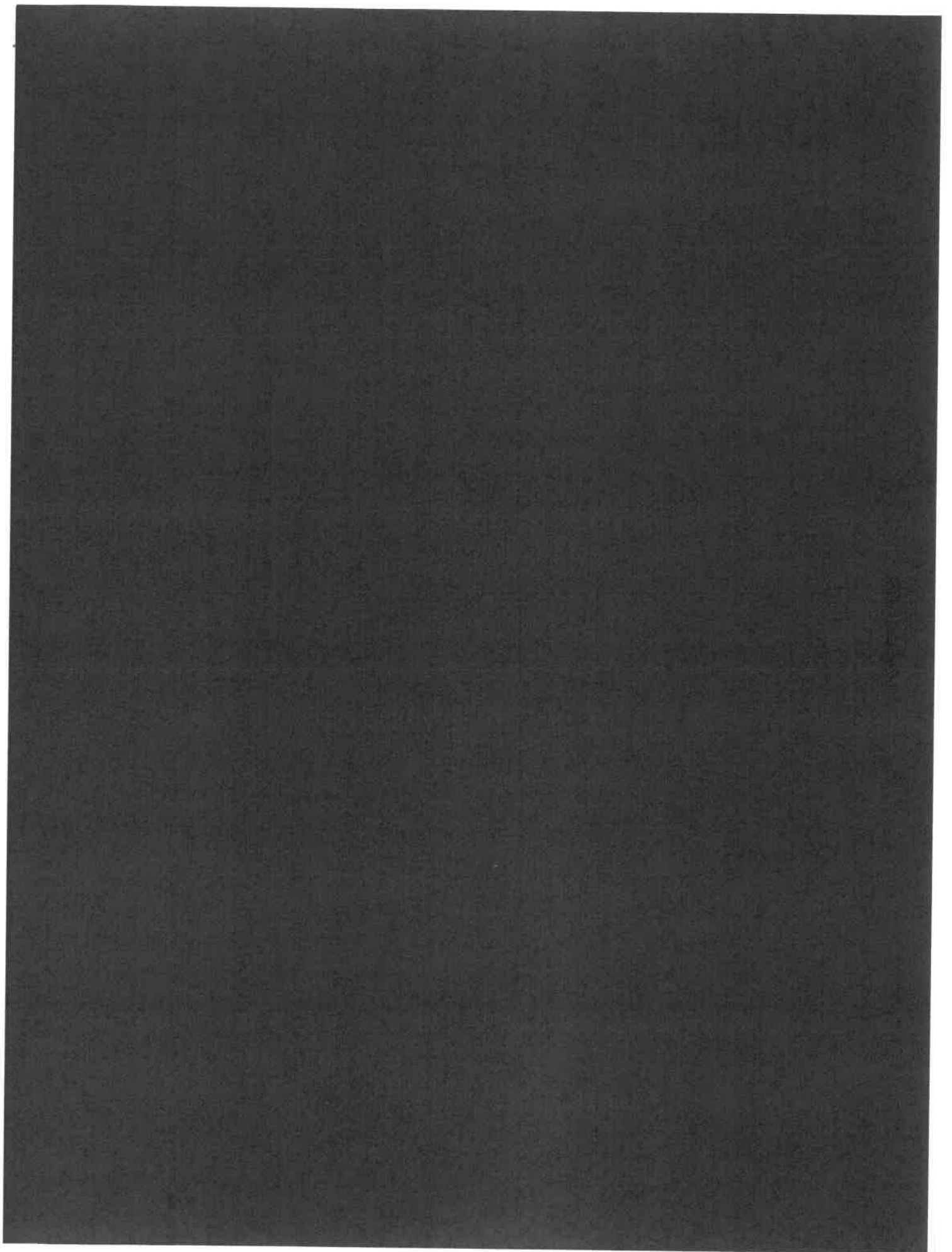
**A**



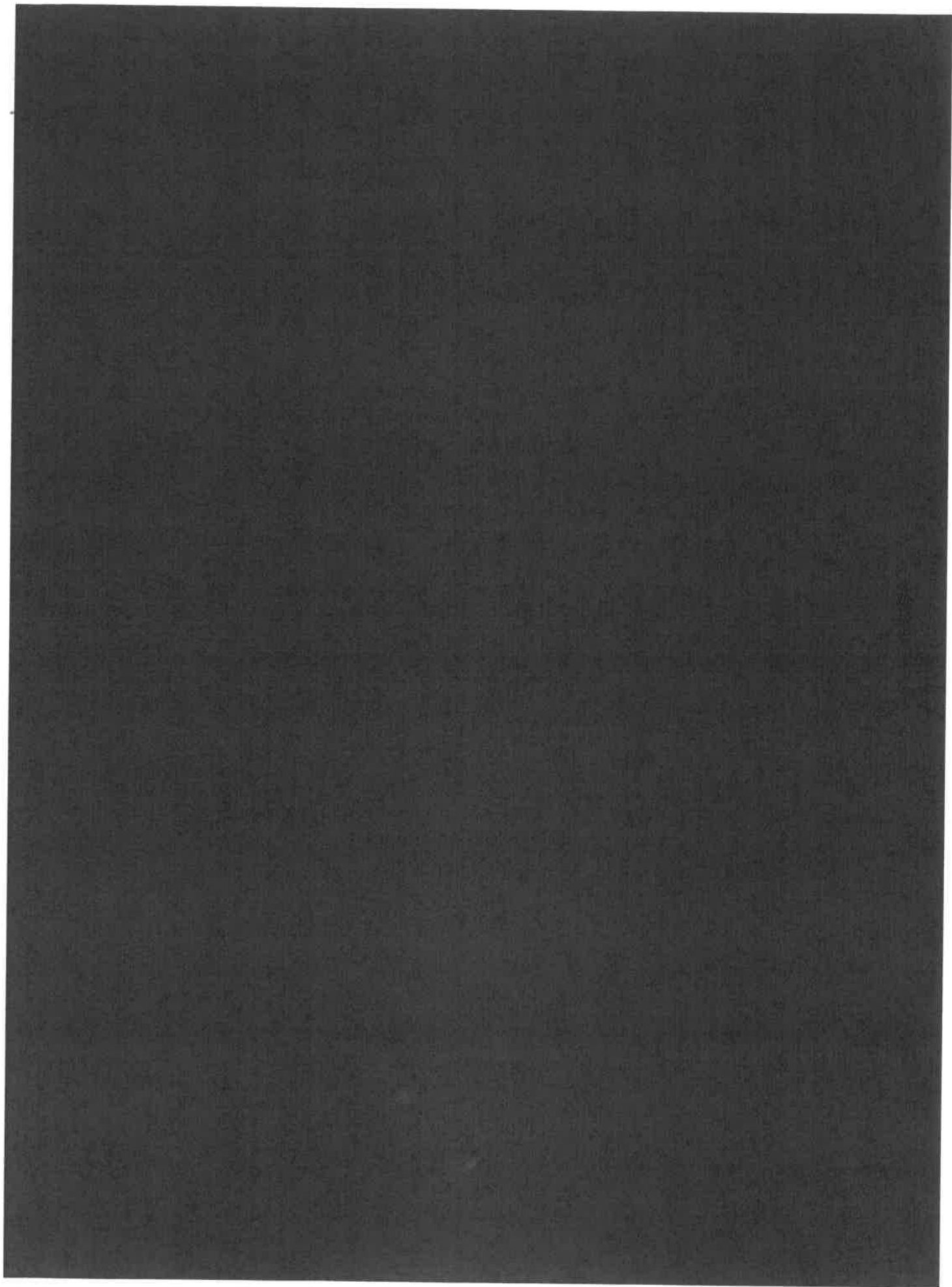


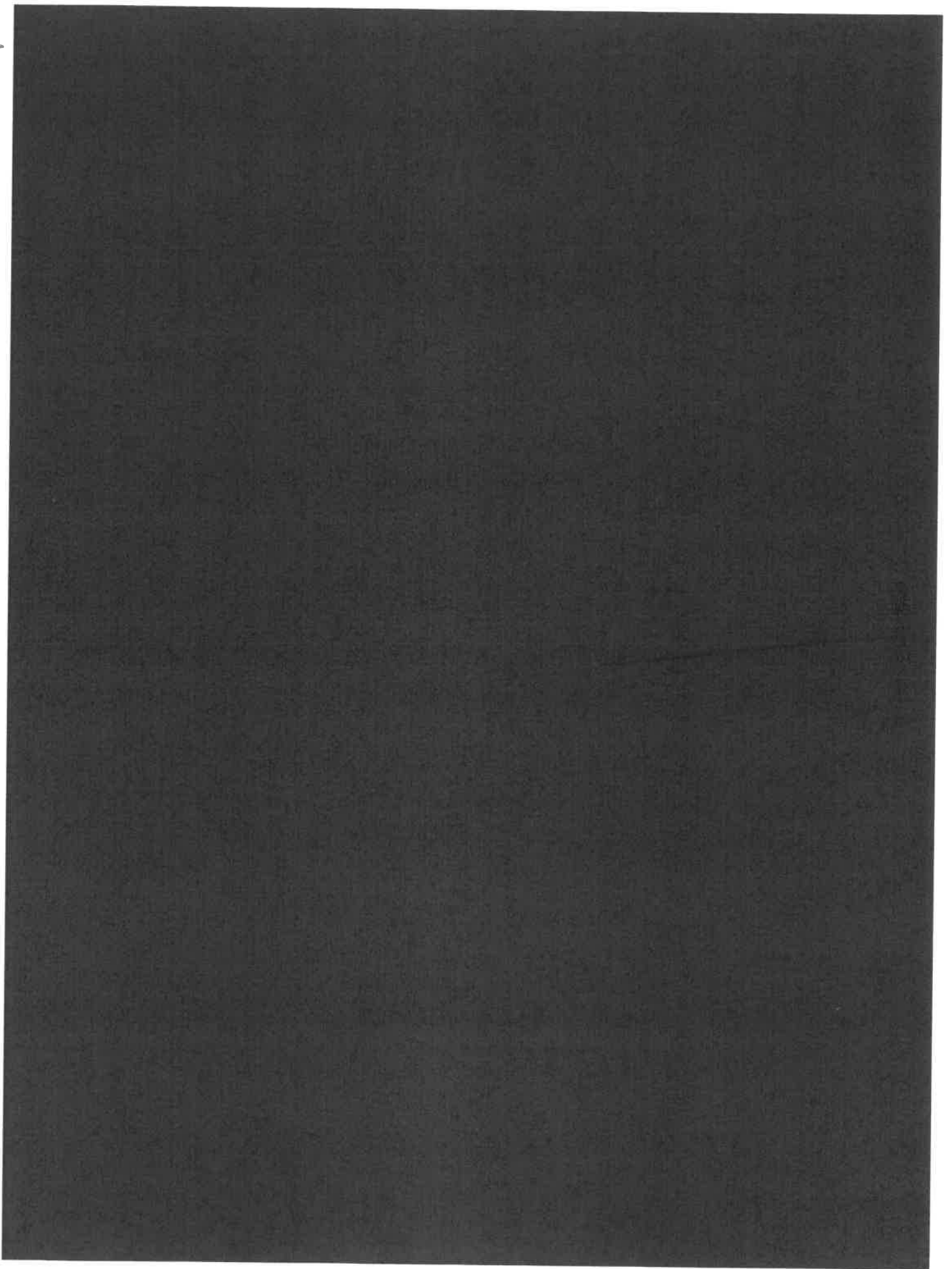












# **EXHIBIT**

**B**



Shelby Resorts Corp.



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[www.shelbyresortssc.com/](http://www.shelbyresortssc.com/)  
Shelbyresorts.com Scam Alert

**Shelby Resorts | Home**

<https://shelbyresorts.com/>

Select **Resort** ... (either coast) or just looking to relax at an immaculately clean and friendly resort. ...  
No to leave the resort if you want to just stay and enjoy.  
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[https://www.facebook.com](https://www.facebook.com/) > ... > Travel & Transportation

**Shelby Resorts**, Vector. 689 likes · 1 talking about this. **Shelby Resorts** is an international 5 star luxury condo rental company. With 200+sought after,...

**Wyndham Bonnet Creek, Disney World at your doorstep! 2 Bed/2 Bath ...**

<https://www.homeaway.com> > ... > United States > Florida > Orange County > Orlando

Rating: 4.8 - 112 reviews

... Bath Deluxe Condo. This world-class resort with spacious, luxurious condo is located in Lake Bu...  
relaxing lazy rivers. View more about **SHELBY RESORTS** ...

**3 Shelby Resorts Reviews and Complaints @ Pissed Consumer**

<https://shelby-resorts.pissedconsumer.com> > Hotels and Resorts

Apr 8, 2018 - **Shelby Resorts** reviews: Book Elsewhere. Empathy. Vacation Package Review from Latham, New York.

Missing: Corp

**Luke Begonja - President for Shelby Resorts Corp - Corporation Wiki**

<https://www.corporationwiki.com> > U.S. > Florida > Kissimmee

View **Luke S Begonja's** profile for company associations, background information, and partnerships. Search our database of over 100 million company and ...

**Avoid a vacation property rental scam | Consumer Information**

<https://www.consumer.ftc.gov/blog/2014/10/avoid-vacation-property-rental-scam>

Oct 10, 2014 - If the property is located in a resort, call the front desk and confirm the location of the property and other details on the contract. If you responded ...

Missing: Shelby Corp

**Shelby Thiele - Compensation & Benefits Assoc - Disney Cruise Line ...**

<https://www.linkedin.com/in/shelby-thiele-946127a>

View **Shelby Thiele's** profile on LinkedIn, the world's largest professional community. ... Coordinated resorts' applications and adherence to standards of the Florida Green ... Agency Operator at Avis Budget Group / First Class Car Rental Corp/ ...

**Images for Shelby Resorts Corp**



→ More images for Shelby Resorts Corp

Report Images

**Robinett v. Shelby County Healthcare Corp., No. 17-1336 (8th Cir ...**

<https://law.justia.com/cases/federal/appellate-courts/ca8/.../17-1336-2018-07-13.html>

Jul 13, 2018 - The Eighth Circuit affirmed the district court's grant of judgment on the pleadings to the Med and Aevectus in a class action suit alleging that both ...

**Fodor's Las Vegas 2012 - Page 398 - Google Books Result**

<https://books.google.com/books?isbn=0679009744>

Fodor's - 2011 - Travel

2/20/2019

### Shelby Resorts Corp - Google Search

20 (top right), Las Vegas Ski (\$4 Snowboard Resort 20 (bottom right) ... to Stay and Play: 43, Thomas Hart Shelby. 44, Hard Rock ... 96, Las Vegas Sands Corp.

#### Searches related to Shelby Resorts Corp

shelby resorts wisconsin dells	wyndham bonnet creek resort
shelby resorts wyndham	vrbo
vacation strategy	vacation upgrades
wyndham bonnet creek rentals	

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Shelby Resorts



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www.shelbyresortssc.com/ Shelbyresorts.com Scam Alert

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https://shelbyresorts.com/ Shelby Resorts Logo ... the numerous area Theme parks, traveling to the beach (either coast) or just looking to relax at an immaculately clean and friendly resort.

Wyndham Bonnet Creek Resort  
Explore Wyndham Bonnet Creek Resort.

Destinations  
California, Dolphin's Cove Resort - Anaheim, Wyndham Anaheim ...

Wyndham Glacier Canyon  
Wyndham Glacier Canyon, an island within the Territory, has a ...

St. Thomas  
Explore our resorts in St. Thomas.

Florida  
Explore our resorts in Florida.

Margaritaville Vacation Club ...  
Margaritaville Vacation Club Resort, 6080 Estate Smith Bay ...

More results from shelbyresorts.com »

Shelby Resorts - Home | Facebook  
https://www.facebook.com/... Travel & Transportation  
Shelby Resorts, Vector, 689 likes · 1 talking about this. Shelby Resorts is an International 5 star luxury condo rental company. With 200+ sought after,...

Shelby Resorts | eBay Stores  
https://www.ebay.com/str/Shelby-Resorts  
Results 1 - 48 of 193 - We love traveling and staying at Wyndham resorts throughout the world and also sharing the fun with others. We have been able to assist ...

Wyndham beach walk/Shelby resorts - Honolulu Forum - TripAdvisor  
https://www.tripadvisor.com/... Oahu Honolulu Honolulu Travel Forum  
Jul 5, 2015 - Hi I have just received an email from Shelby Resorts who we booked our accommodation at Wyndham beach walk through, telling us it had been ...

3 Shelby Resorts Reviews and Complaints @ Pissed Consumer  
https://shelby-resorts.pissedconsumer.com Hotels and Resorts  
Apr 8, 2018 - Shelby Resorts reviews: Book Elsewhere. Empathy. Vacation Package Review from Latham, New York.

Shelby Resorts.com Wyndham Rental. Opinions - Timeshareforums.com  
www.timeshareforums.com/.../148782-Shelby-Resorts-com-Wyndham-Rental-Opinio...  
Jul 21, 2016 - Shelby Resorts.com Wyndham Rental. Opinions. Good Evening I am considering using them for a vacation rental, found them on VRBO.

Was "Shelby Resorts.com - Wyndham ? " NOW -Renting RCI Exchanges  
...  
www.timeshareforums.com/... Wyndham/Fairfield Resorts  
Jul 20, 2016 - 83 posts - 7 authors  
Granted, as I was recently informed, I don't know how any of this works ;), but, unless "Shelby Resorts" owns all of the "condos" or "Weeks" that ...

Searches related to Shelby Resorts

- shelby resorts wisconsin dells
- wyndham bonnet creek rentals
- vacation strategy
- vrbo
- wyndham bonnet creek resort
- shelby vacation

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# **EXHIBIT**

**C**



## Forwarded Conversation

Subject: Stop Scamming People

---

From: Randy Thompson <[randythompsontrucks@gmail.com](mailto:randythompsontrucks@gmail.com)>  
Date: Sun, Feb 10, 2019 at 5:29 PM  
To: <[shelby@shelbyresorts.com](mailto:shelby@shelbyresorts.com)>

saw your add on vrbo googled you and saw this.

---

From: Shelby Resorts <[shelby@shelbyresorts.com](mailto:shelby@shelbyresorts.com)>  
Date: Sun, Feb 10, 2019 at 5:33 PM  
To: Randy Thompson <[randythompsontrucks@gmail.com](mailto:randythompsontrucks@gmail.com)>

Hello,  
This is not our company! If you'd like additional information please let me know.

Sincerely,

Joyell  
Shelby Resorts

-----  
From: **Randy Thompson** <[randythompsontrucks@gmail.com](mailto:randythompsontrucks@gmail.com)>  
Date: Sun, Feb 10, 2019 at 6:12 PM  
To: Shelby Resorts <[shelby@shelbyresorts.com](mailto:shelby@shelbyresorts.com)>

Is the owner of the company not Luke Bogonia ? [www.shelbyresortsscam.com](http://www.shelbyresortsscam.com) is warning customers not to buy with [Shelbyresorts.com](http://Shelbyresorts.com)

-----  
From: **Randy Thompson** <[randythompsontrucks@gmail.com](mailto:randythompsontrucks@gmail.com)>  
Date: Sun, Feb 10, 2019 at 6:14 PM  
To: Shelby Resorts <[shelby@shelbyresorts.com](mailto:shelby@shelbyresorts.com)>

[www.shelbyresortsscam.com](http://www.shelbyresortsscam.com) sorry this is the correct one

-----  
From: **Shelby Resorts** <[shelby@shelbyresorts.com](mailto:shelby@shelbyresorts.com)>  
Date: Sun, Feb 10, 2019 at 6:20 PM  
To: Randy Thompson <[randythompsontrucks@gmail.com](mailto:randythompsontrucks@gmail.com)>

Funny how the owner's name is misspelled and the "reviewer" has not left their name.

I would highly recommend looking at our website reviews, HomeAway/VRBO reviews, TripAdvisor reviews.

We've never booked a reservation and not followed through with it.

We have a 100% positive reviews on eBay as well.

Take your time and do your research.

If you have any further questions I'd be more than happy to answer them.

Kind Regards,  
Joyell  
Shelby Resorts

-----  
From: **Randy Thompson** <[randythompsontrucks@gmail.com](mailto:randythompsontrucks@gmail.com)>  
Date: Sun, Feb 10, 2019 at 6:43 PM  
To: Shelby Resorts <[shelby@shelbyresorts.com](mailto:shelby@shelbyresorts.com)>

must have scammed someone ill spend my money somewhere else.