

Without Prejudice Save as to Costs

Date: 28 August 2025 (AEST)

To: Trustpilot Legal Team

1. Preliminary: Your “Matter Closed” assertion is rejected

1.1 I write in response to your correspondence dated 28 August 2025. I reject, in the strongest terms, your assertion that “the matter is closed.” That claim is factually wrong and made in bad faith to sideline serious legal issues after a coordinated harassment campaign your platform facilitated and amplified.

1.2 Your letter is a study in evasion. It contains contradictions, admissions against interest, and a refusal to engage with the particulars set out in my Calderbank offer and prior notices. Threatening forum and choice-of-law manoeuvres while avoiding the substance only confirms that Trustpilot will not address its conduct on the merits.

2. Catalogue of contradictions and systemic bad faith

2.1 Illogical dichotomy: “not genuine” vs “not defamatory”

You state that specific reviews were removed as “not based on a genuine experience” while insisting they were “not defamatory.” A review that is not a genuine experience is false. Publishing false statements of fact that harm a business is defamation. Your stated reason for removal defeats your denial of defamatory meaning.

2.2 “Karl Messer” (a.k.a. Moley): blurring is publication, not removal

a) Your legal response mis-states a key date by a full year. This is not a harmless typo; it undermines confidence in your audit trail.

b) Your “solution” was to blur the review and give the anonymous accuser additional time. Blurring is continued publication. Every hour it remained accessible is a fresh publication after notice.

2.3 Obscene username “Cunt”: admission of baseline moderation failure

Only after repeated complaints did you anonymize this handle. That belated step concedes your failure to enforce your own guidelines and corroborates the cyber-abuse repeatedly reported.

2.4 Selective and slow enforcement

You admit the obscene “WARZONE” review stayed online from 31 July to 6 August despite an obvious breach. That delay is negligent moderation while my business suffered harm.

3. Publisher liability and republication after notice

3.1 Once notified, you are a publisher in law and liable for third-party content you know about and fail to expeditiously remove.

3.2 Your editorial acts, including blurring, anonymizing, filtering, archiving, and reinstating, defeat operator defences and engage notice-and-action obligations. Each reinstatement and every moment of continued display after notice is a fresh publication that aggravates damages.

3.3 NSW intermediary provisions requiring timely access-prevention were frustrated by your inaction and flip-flops. Moving from “not defamatory” to “archived” and then signalling potential reinstatement is the opposite of expeditious removal.

4. Misleading conduct, false “transparency,” and ABN misrepresentation

4.1 Transparency deception

Your public “Company Activity” module asserts there were no recent invitations to customers, while your own systems recorded large volumes of invitations from my dashboard. This is misleading and deceptive conduct that paints my business as unengaged while your detection engine suppressed positives.

4.2 Suppression of legitimate positives and amplification of fakes

Legitimate favourable reviews were suppressed while hostile fabrications were surfaced and, at times, re-published after notice. This skew will be relied on as aggravated conduct.

4.3 ABN contradictions

On 16 August 2025 your staff stated in writing that you do not operate with an ABN in Australia; on 18 August you asserted the existence of an Australian entity and ABN. These irreconcilable statements are misleading and engage statutory obligations. Provide a sworn explanation and supporting corporate records.

4.4 AI and “Top Mentions” mislabelling

You displayed a marketing-style AI or “Top Mentions” label implying I used AI to reply to customers. Your own staff later conceded this was not a fact about my business. That label seeded a false “AI/bot” narrative and is misleading.

5. The Calderbank offer (14 August 2025): last opportunity to resolve

5.1 My offer of AUD 1,007,000 remains open. It particularizes publisher liability after notice, serious harm and aggravated factors (including republication and delay), misleading conduct, algorithmic mislabeling, suppression of positives, and costs. Your blanket rejection without engaging a single head is unreasonable and will be relied upon for indemnity costs.

5.2 By 5:00 pm AEST on Wednesday, 3 September 2025, you must:

- Permanently delete the “Karl Messer” review and all associated metadata, indices, and caches, and confirm non-republication.
- Suspend the coordinated-attack accounts (“Cunt”, “WARZONE”, “Robert McDonovan”, “Z Doneskies”, “Danny Hayes”) unless primary documentation of a genuine customer

experience is provided.

- Correct false transparency modules, restore genuine positives you suppressed, and explain detection logic and editorial controls.
- Provide a sworn ABN statement explaining the 16–18 August contradiction, with supporting corporate records.
- Provide a substantive, point-by-point response to each head in my Calderbank terms.

6. Consequences of non-compliance

If you fail to comply fully by the deadline above, I will file in the Supreme Court of New South Wales without further notice. I will seek urgent injunctive relief (takedown and non-republication orders), general and aggravated damages for republication after notice, and indemnity costs given the open and reasonable Calderbank offer you have ignored. Parallel statutory claims and foreign-law defences will be addressed in pleadings as required given your editorial role and failure to act expeditiously.

7. Litigation hold

Treat this as a litigation hold. Preserve and be prepared to disclose: moderation logs; detection-engine hits; audit trails; timestamps for creation, edits, flags, blur, unblur, archive, and reinstate actions; reviewer communications; staff tickets; internal notes; and transparency-generation scripts for any content relating to Legion Killfeed from 1 August 2024 to present.

Yours faithfully,

Anthony Brodie

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