

Re: Subject: Removal acknowledged - 6-day compensation & undertakings (Anthony Brodie v Trpilot Pty Limited & Trustpilot A/S) RE: 00243840 - Ticket #37049350 - Ticket #37940331

From Soul Legion [REDACTED]

Date Thu 09-Oct-25 1:39 PM

To Trustpilot Legal <legal@trustpilot.com>; Adrian Blair - Trustpilot <adrian.blair@trustpilot.com>

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SUBJECT: URGENT DEADLINE REMINDER: LESS THAN 29HRS LEFT - Anthony Brodie v Trpilot Pty Limited & Trustpilot A/S RE: 00243840 - Ticket #37049350 - Ticket #37940331

Deadline: Friday, 10 October 2025, 5:00 PM AEST

Dear Trustpilot Legal and Content Integrity Team,

WITHOUT PREJUDICE SAVE AS TO COSTS

Date: 9 October 2025 (AEST)

Re: Final Settlement Demand – Defamatory Publications on Trustpilot (Legion Killfeed)

1. Calderbank Offer and Imminent Expiry

I refer to my **Calderbank settlement offer** dated 3 October 2025, made by Anthony Brodie trading as *Legion Killfeed*. This offer – on the **same terms as my original 14 August 2025 offer** – remains open for **acceptance until 5:00 PM AEST on 10 October 2025**. For clarity, the settlement terms require Trustpilot to: (1) [REDACTED], (2) publish a corrective notice, (3) give binding non-republication undertakings, (4) disclose the full moderation audit trail, and (5) implement algorithmic corrections to remedy false labels. These terms are detailed in Section 5 below. If you do not **unconditionally accept** all terms by the deadline, I will proceed immediately to litigation without further notice. This letter is “**Without Prejudice Save as to Costs**” and will be **relied upon in court on the issue of indemnity costs** in the event of proceedings.

Notwithstanding Trustpilot’s belated removal of all the flagged defamatory reviews by mid-September 2025, I emphasize that **removal does not extinguish your liability** for the **past publications and republications after notice**, nor for the **systematic bad faith conduct** documented over the last 14+ months. Trustpilot has been given every opportunity to resolve this matter amicably. This final letter summarizes the case against Trustpilot, including the relevant law and evidence, and puts you on notice of the severe consequences if you fail to comply by the deadline.

2. Trustpilot’s Unlawful Conduct and Ongoing Breaches

Trustpilot’s handling of Legion Killfeed’s profile has been unlawful and in bad faith at every turn. Despite repeated notices, Trustpilot **published, amplified, and even republished** vicious falsehoods about my business, while obstructing or suppressing truthful content. The following unresolved violations are noted:

- **Continued Publication and Republication After Notice:** Trustpilot received **numerous explicit takedown requests** and evidence proving that certain 1-star reviews of Legion Killfeed were **entirely false and malicious**, yet it failed to remove them expeditiously and in several cases **reinstated** them after removal. Each time Trustpilot was notified of a defamatory review and **chose to keep or republish it**, it became a fresh publication for which Trustpilot is fully liable. Indeed, Trustpilot is **not a passive host** – it **actively curates and moderates content** on its platform. By **blurring** content, applying “archive” status, **un-blurring** or **reinstating** reviews, Trustpilot engaged in editorial acts that **defeat any “innocent dissemination” defence**. Every moment that those reviews remained accessible **after you were put on notice** aggravates the damage to my reputation. Notably, on **11 August 2025**, a Trustpilot representative requested that I “pause” legal action to avoid “wasteful costs,” yet **within hours your Content Integrity team reinstated** a previously removed defamatory review, claiming it “does not breach our guidelines”. This outrageous about-face – asking for a moratorium while **republishing the defamation** – exemplifies Trustpilot’s bad faith and willful disregard of its legal obligations.
- **Denial of Australian Business Number (ABN) and Operator Responsibility:** Trustpilot has given **contradictory and misleading information** about its corporate presence in Australia. On 16 August 2025, Trustpilot staff **denied that Trustpilot operates with an ABN in Australia**; yet on 18 August 2025, your

Privacy Counsel's identified "Trpilot Pty Limited (ABN 37 605 147 260), Level 22, 400 George Street, Sydney" as your Australian entity. This sudden reversal and prior denial are **irreconcilable**. They indicate an attempt to **evade responsibility** under Australian law by obscuring the proper entity. Such misrepresentation is **misleading or deceptive conduct** in breach of the Australian Consumer Law (ACL) – in particular, it gives a false impression about Trustpilot's legal presence and accountability. Trustpilot must clarify and own up to its status as an Australian operator. (Indeed, as part of settlement, you will be required to **confirm your Australian entity and registered address for service**, see Demand 5.5 below.)

- **Platform-Enabled Defamation via Algorithm and Labels:** Trustpilot's platform itself contributed to defaming my business through **algorithmic features and mislabelling**. For example, Trustpilot's automated "Top Mentions"/AI analysis falsely tagged Legion Killfeed as using "AI" to respond to customers – a claim your own staff later admitted was erroneous. This **false AI label** planted the idea that my responses were inauthentic or bot-generated, which is untrue and damaging. By publishing this **misleading algorithmic content**, Trustpilot itself created and spread a defamatory implication about my business (i.e. that we deceived customers by using bots). Trustpilot's **detection algorithms** also appear to have flagged and hidden legitimate positive reviews (discussed below) while highlighting negatives, further skewing public perception. These automated actions amount to **platform-driven defamation and reputational harm**, for which Trustpilot is responsible.
- **Suppression of Legitimate Positive Reviews and False "Transparency" Metrics:** While malicious fake reviews were being left up, Trustpilot was simultaneously **suppressing or filtering genuine 5-star reviews** from real customers. Trustpilot's system inexplicably hid or delayed posting of positive feedback for Legion Killfeed, undermining our hard-earned TrustScore. At the same time, your public-facing "Company Activity" **transparency module falsely stated that Legion Killfeed had sent "0" review invitations to customers recently**, painting our business as unengaged. In fact, we had sent many invite requests through the Trustpilot dashboard, which your system recorded, yet the site showed none. This is patently **false and misleading** – it suggests to viewers that we had no satisfied customers to invite, while Trustpilot's algorithms actively suppressed the satisfied customers' reviews that *were* submitted. The combined effect is a **deceptive and biased portrayal** of Legion Killfeed's reputation, for which Trustpilot is accountable. I will be relying on this conduct as evidence of **aggravation** and also as grounds for **misleading and deceptive conduct** claims under ACL s.181.
- **Non-Responsive "Template" Handling of Complaints:** Trustpilot repeatedly responded to serious complaints with **generic, template replies** and procedural obstruction. My numerous flags and legal notices were met with canned responses such as conclusory assertions that flagged reviews "do not breach our guidelines," without any substantive reasoning. In one instance, the same review was alternately marked "removed" or "filtered" and then shortly thereafter "reinstated/not defamatory," depending on which Trustpilot agent or system looked at it. These **contradictory moderation outcomes** demonstrate an arbitrary and unreliable system. Rather than properly investigate the clear evidence of falsehood, Trustpilot's Content Integrity team issued **boilerplate refusals** and even **declared the matter "closed"** while defamatory content was still live. On 27 August 2025, Trustpilot's legal correspondence unilaterally stated "the matter is closed" and even **threatened to pursue costs** against me for persisting. Such responses – failing to engage with the detailed evidence I provided, and relying on form-letter tactics – highlight Trustpilot's bad faith. The law obliges you to act expeditiously once notified; instead, Trustpilot stalled and stonewalled with template language, allowing the damage to compound.
- **Revenge Reinstatements and Algorithmic Retaliation:** The timing of Trustpilot's actions suggests a **retaliatory motive**. As noted, on multiple occasions when I escalated the issue (through formal legal letters or press attention), Trustpilot swiftly **reactivated** reviews that had been previously removed, or suddenly surfaced new false reviews. For example, after I sent a legal notice on 11 August 2025, the hostile "WARZONE" review was **reinstated on the same day**, in what appears to be a punitive response. This pattern – content restored *specifically following* legal complaints – betrays an intention to intimidate and discourage me from pressing my rights. It also completely undermines any claim that Trustpilot was impartially applying its guidelines; instead, the moderation system was **weaponized to amplify defamatory content** at the precise moments I sought redress. Such conduct will be relied on as evidence of **malice** and aggravation.
- **Facilitation of Broader Harassment Campaign:** Trustpilot's failure to promptly remove the false reviews not only caused direct harm on your platform, but also **emboldened a cross-platform harassment campaign** against Legion Killfeed. The individuals behind the fake Trustpilot reviews were part of a coordinated group targeting my business and even my family. Trustpilot gave them a veneer of credibility and a wider audience, which fueled further abuse on other platforms (Discord, Reddit, Facebook, etc.). The situation escalated to the point where harassers, empowered by the persistence of defamatory Trustpilot reviews, engaged in doxxing and even targeted my **minor children**, requiring intervention by law enforcement. Trustpilot's intransigence thus had **real-world consequences** far beyond a webpage – it facilitated ongoing harassment that forced me to seek help from police and online safety regulators. This egregious aspect of the case significantly aggravates the wrongdoing. No business (or its owner's family) should have to endure such attacks due to a platform's refusal to enforce its own standards after being put on notice.

In summary, Trustpilot's conduct in this matter has been **legally indefensible**. You have **knowingly published false and defamatory statements, republished them after notice**, misrepresented your legal status, skewed the public portrayal of Legion Killfeed through both **action and inaction**, and obstinately refused to correct or apologize for the harm caused. These acts and omissions form the factual basis of our claims, as outlined below.

3. Legal Analysis – Trustpilot's Liability Under Australian Law

3.1 Defamation – Publisher Liability After Notice: Trustpilot is liable as a **publisher of defamatory content** posted by users on its platform, especially after you were notified of its defamatory nature. The High Court of Australia's decision in *Fairfax Media Publications Pty Ltd v Voller 2021HCA 27* confirmed that even those

who operate online platforms or pages as considered **publishers** of third-party content if they **facilitate and encourage its publication**. In other words, hosting user reviews and providing the tools for their dissemination renders Trustpilot a publisher at law – and this is only made *more* clear-cut once you have knowledge of a defamatory matter and **continue to allow it to be available**. Here, Trustpilot was repeatedly put on notice of specific false allegations (via flags, emails, and formal legal notices), yet it **failed to remove them within a reasonable time and in fact reinstated some**. Under Australian defamation principles, **each time a defamatory review was accessed after you had knowledge, it constituted a fresh publication** for which Trustpilot is liable. This greatly increases the scope of damages (each republication *aggravates* the harm). Trustpilot cannot hide behind the notion that it was a mere passive platform – your own actions (blurring, reviewing, archiving, reinstating content) demonstrate active editorial involvement. By exercising control over what is displayed, you assume legal responsibility. Indeed, Trustpilot’s role is far more active than that of a search engine listing results; it **actively solicits reviews, curates them, and displays them with Trustpilot’s branding and algorithmic rankings**. Thus, the rulings in *Voller* and similar cases squarely apply – **Trustpilot is a publisher of the defamatory reviews**.

Importantly, Australia has recently introduced the **Model Defamation Amendment (Digital Intermediaries) Provisions 2023**, implemented in NSW through the Defamation Amendment Act 2023 (NSW). These new provisions (effective July 2024) provide a conditional defense to digital intermediaries, but **only if certain strict requirements are met**. Under the new s.31A (innocent dissemination defense for digital intermediaries), a platform must **have an accessible complaints mechanism** and, crucially, upon receiving a written notice of defamation, the intermediary must take **“reasonable access prevention steps” (e.g. removal or blocking) within 7 days** of the complaint. If the platform fails to remove the content within that grace period, it **loses the benefit of the defense**. In this case, Trustpilot manifestly failed to meet these conditions. I provided detailed written complaints and notices from early August 2025 onwards; not only did you *not* remove the defamatory posts within 7 days, you kept them up for weeks and even re-published some after initially removing them. Thus, even if these provisions were in force now, Trustpilot would not be exempt – on the contrary, your behavior exemplifies **exactly what the law seeks to prevent** (ongoing publication after notice). The current law (even before the 2023 amendments take effect) similarly offers no protection: the traditional **“innocent dissemination” defense (Defamation Act 2005 (NSW) s 32)** is unavailable to you because that defense is lost once a publisher is on notice of the defamation and has the ability to remove it. Trustpilot had the requisite knowledge and ability, yet failed to act. In sum, **Trustpilot is squarely liable for defamation** as a primary publisher from the time of notice forward, and there are no statutory safe-harbours that excuse your inaction. (Even at common law, the *very moment* Trustpilot was notified and did not promptly remove the content, you became legally **“publication with knowledge”** – a highly culpable publisher.)

3.2 Serious Harm to Reputation (Defamation Act s.10A): Legion Killfeed easily satisfies the **“serious harm” threshold** required under Australia’s defamation law (introduced by the 2021 amendments, Defamation Act 2005 (NSW) s.10A). The false accusations (e.g. calling my business a “scam” that “deletes servers”) were **of a gravely defamatory character**, and their widespread publication caused **serious harm to my personal and business reputation**. Under s.10A, a for-profit corporation like mine (which is an **excluded corporation** with fewer than 10 employees, and thus permitted to sue) must show “serious financial loss” as part of serious harm. That element is clearly met here: as detailed in Section 4 below, Legion Killfeed experienced a [REDACTED] contemporaneous with the defamatory campaign on Trustpilot. The loss of [REDACTED] directly flowed from the reputational damage inflicted by the Trustpilot reviews (many customers specifically cited the negative Trustpilot content). Thus, both qualitatively (the nature of the imputations) and quantitatively (the verifiable financial impact), the harm is undeniably “serious.” I note that in NSW, **proof of actual damages is not required to establish liability** – only the serious harm threshold must be met. Nevertheless, here there **is** concrete damage quantifiable in monetary terms [REDACTED] special damages, see below), which will be pursued as part of total damages. In short, the defamatory publications have caused serious harm within the meaning of the Act, removing any doubt about the viability of the defamation claims.

3.3 Other Causes of Action: In addition to defamation per se, Trustpilot’s conduct gives rise to **multiple other legal claims**:

- **Injurious Falsehood:** Independently of defamation, the coordinated publication of falsehoods on your platform with **malicious intent** satisfies the elements of the tort of *injurious falsehood*. The reviews in question contained **false statements** about my business (e.g. accusing us of fraud/scams and nonexistent practices), made **with malice** (the reviewers were not genuine customers and had the motive of harming my business), and these publications have caused **actual economic loss** (as detailed below). Trustpilot, by republishing and refusing to remove these known falsities, is liable for injurious falsehood as a joint tortfeasor or primary publisher. Your platform’s conduct in knowingly allowing malicious falsehoods to persist – and even reinstating them – demonstrates the requisite intent or reckless disregard for the truth. The evidence will show a **pattern of willful blindness and retaliation**, which supports a finding of malice. I will be seeking aggravated damages and also **exemplary damages** on this basis in causes of action where punitive damages are available (noting that while the Defamation Act limits certain damages, the **economic tort of injurious falsehood** is not subject to the defamation damages cap or the bar on exemplary damages). The malicious campaign facilitated by Trustpilot is precisely the kind of egregious conduct this tort is meant to address.
- **Misleading or Deceptive Conduct (ACL):** Trustpilot’s actions and representations also violate the **Australian Consumer Law** (Schedule 2 of the Competition and Consumer Act 2010 (Cth)). Section 18 of the ACL prohibits conduct in trade or commerce that is misleading or deceptive (or likely to mislead or deceive). Here, Trustpilot engaged in misleading conduct by, inter alia, **misrepresenting the status of Legion Killfeed’s reviews and TrustScore** (through the false “no recent invites” transparency metric and algorithmic flags that implied

something was wrong with our positive reviews), and by **providing contradictory information about Trustpilot's own business presence** (the ABN issue discussed above). These actions are capable of misleading consumers and businesses: they create a false impression that Legion Killfeed had poor engagement or was flagged for issues, and a false impression about Trustpilot's local operations and responsibilities. Furthermore, Trustpilot's public-facing posture of being a neutral platform with robust "Content Integrity" is belied by its actual practices – this discrepancy is misleading to consumers (businesses and end-users alike) who rely on Trustpilot's representations. We also note possible breaches of **ACL s.29(1)(g)** (false representations about the characteristics or quality of services) given Trustpilot's failure to apply its own content standards despite implying to users that fake reviews would be handled. Trustpilot's template responses and "closed matter" claim also border on **misleading conduct** in that they misrepresented the outcome (claiming the issue was resolved or not defamatory when in fact it was unaddressed and defamatory) in an attempt to deter further action. These statutory wrongs will be pleaded in the alternative, and I put you on notice that they carry their own remedies and potential pecuniary penalties.

- **Negligence (Duty of Care):** Separately, we allege Trustpilot was **negligent** in the operation of its platform and content-moderation systems. Trustpilot owes a duty to take reasonable care to prevent foreseeable harm to those affected by content on its site once it is aware of a problem. Having been notified repeatedly of the defamatory material and its falsity, a reasonable online service provider would have removed or at least investigated and paused publication of the material. Your failure to do so — contrary to your own terms of use and content guidelines — constitutes a breach of duty. The harm to my business was not only foreseeable, it was **foreseen** (I explicitly warned you of it in multiple communications). Trustpilot's negligence in content moderation (e.g. the inexplicable delays, failing to catch blatant violations like a user named "Cunt" until multiple reports, and reinstating content without due diligence) directly caused or exacerbated the damage. The losses outlined below were the direct result of this negligent inaction.
- **Breach of Contract (Terms of Service):** As a business using Trustpilot's service, I relied on Trustpilot's Terms of Service and representations that reviews must be based on genuine experiences and that inappropriate content would be removed. Trustpilot's knowing publication of fake reviews and failure to enforce its own User Guidelines against clearly violative content (obscene language, false accusations, non-genuine reviews) amounts to a breach of the implied and express terms of the contract between us. Trustpilot effectively promised a platform for honest reviews and an avenue to report abuse; by doing the opposite (promoting lies and ignoring legitimate reports), Trustpilot has violated the trust and bargain with its user (Legion Killfeed). This breach has caused my business economic loss. While this aspect will likely be secondary to the tort claims in court, it underscores that Trustpilot failed to fulfill duties it undertook in its agreement with listed businesses. We reserve the right to pursue this contractual claim as well.

In summary, the legal case against Trustpilot is multi-faceted and overwhelming: **defamation** (with aggravation), **injurious falsehood**, **misleading and deceptive conduct**, **negligence**, and **breach of contract** are all in play. Trustpilot's conduct offends numerous laws meant to protect individuals and businesses from exactly this kind of harm. There is **no viable defense** for Trustpilot's actions. Truth is not available (the reviews are provably false), nor is honest opinion (they were assertions of fact by non-customers). The **innocent dissemination defense is forfeited** after notice. Any attempt to claim the "providers of interactive computer services" immunity under US law (Section 230, Communications Decency Act) is irrelevant here – Australian law applies, and in any event Trustpilot became an **active publisher** by its actions. Even the new "conditional shield" for internet intermediaries (2023 reforms) would fail for Trustpilot given your lack of timely action. Finally, Trustpilot's bad faith will strip away any chance of a court exercising discretion in your favor on remedies. The law entitles me to full redress, and I will seek nothing less.

4. Reputational and Financial Harm to Legion Killfeed

The damage caused by Trustpilot's conduct is **severe and quantifiable**. Legion Killfeed is a small Australian business (ABN 28 387 377 607) with a global customer base and a strong reputation prior to this incident. Before the defamatory reviews, we had a Trustpilot **TrustScore of 4.7 out of 5** from genuine customer feedback. We had **unique customers of whom are paying customers worldwide** since inception. Our service (a DayZ game server killfeed tool) enjoyed **rapid growth – 2,000% increase in revenue over 17 months** – and an active community following. All of that was jeopardized once Trustpilot allowed malicious actors to tarnish our online profile in August–September 2025.

Empirical evidence of harm: As a direct result of the false reviews and their persistence:

- **Customer Loss:** Our **paying subscriber count plummeted**. On 8 June 2025, Legion Killfeed had a peak of [REDACTED] – a drop of [REDACTED] in our customer base. This correlates exactly with the timing of the defamatory review campaign: the decline accelerated through August and September 2025 as the fake reviews accumulated and remained visible.
- **Revenue Decline:** Monthly [REDACTED] [REDACTED] [REDACTED] This is a **contraction** in revenue. We lost on the [REDACTED] **per month** in recurring [REDACTED] [REDACTED] – money a small business like ours cannot afford to lose. To put this in perspective, our financial analysis (enclosed in the evidence) shows a drop from approx [REDACTED] [REDACTED] This timing is not coincidental; it demonstrates **causation**.

- **Cancellations and Churn:** We have documented proof that many customers who cancelled or chose not to renew cited **online reputation concerns** or directly referenced negative Trustpilot reviews. The negative reviews were highly visible and would be one of the first things a potential client saw about Legion Killfeed. Thus, Trustpilot's publication of those lies **directly turned away business**. Our data shows a clear uptick in subscription cancellations in the weeks after each defamatory review appeared. These cancellations were "directly correlated" with the reviews. In a but-for sense, absent Trustpilot's misconduct, these customers would likely have remained with us.
- **Damage to Goodwill and Future Sales:** The harm is not only in immediate lost revenue but in long-term **reputational damage**. The false narrative (that Legion Killfeed scams users and "deletes servers", or that our positive feedback was somehow fake) seriously eroded trust in our brand. It poisoned our search results and is no doubt still dissuading countless potential customers who saw those Trustpilot entries during the period they were live. Quantifying lost opportunities is difficult, but the steep drop-off in new user sign-ups from August onward is telling. Whereas we were gaining dozens of new subscribers each month before, after the negative reviews, new sign-ups slowed dramatically. The **growth trajectory of our startup was essentially frozen or reversed** by this incident.
- **Personal Distress and Business Distraction:** As the owner-operator, I have had to dedicate enormous time and resources to counteracting this reputational attack – time that otherwise would have gone into productive business development. This includes countless hours gathering evidence, pursuing Trustpilot's processes and legal avenues, and even engaging law enforcement due to the related harassment. While not easily monetized, this **lost productivity** (estimated in our evidence at [REDACTED] worth of labor and opportunity cost since late 2024) is part of our special damages claim. Moreover, the stress and anxiety caused by seeing my good name and business sullied on a major platform have been significant. I have effectively had to put expansion plans on hold. All of this harm was **foreseeable** to Trustpilot once I alerted you to the falsity of the posts – yet you allowed it to compound.

To ensure transparency, I have compiled a detailed **financial impact analysis** with supporting documentation. The **subscriber_metrics.json** data file (available in the evidence bundle) captures the drop in revenue and subscriber counts, and the **daily_subscriber_analysis** shows the timeline of active subscriptions. The numbers tell a clear story of a business severely harmed during the exact period of Trustpilot's inaction. This satisfies the "serious financial loss" requirement for defamation of a corporation in NSW (s.10A) and will strongly influence the damages assessment.

In terms of reputation, prior to these events Legion Killfeed enjoyed an excellent standing in the community – we had partnerships with major gaming content creators, and an unblemished public image. Trustpilot's publications took a heavy toll on that hard-earned goodwill. Even though the offending reviews have now finally been removed (as of late September 2025), **the damage has been done**. Customers who left are not easily won back; the stigma attached to those defamatory claims may linger. Only a public correction and vindication (as demanded below) can begin to undo this harm.

Quantified Damages: For settlement purposes, I have quantified my damages as follows (and these figures align with the amounts in my Calderbank offer and draft pleadings):

- **General (Non-Economic) Damages:** [REDACTED] – This reflects the **serious harm to reputation and emotional distress**. This figure is set equal to the current statutory cap for non-economic loss in defamation (recognizing the cap in NSW is about \$500k, subject to adjustment). Given the multiple publications and aggravating factors, a court could potentially award up to the cap for general damages, and possibly exceed it if aggravated damages are considered separately (see below).
- **Aggravated Damages:** [REDACTED] – This is an additional sum to account for Trustpilot's **aggravating conduct**, including **intentional republication after notice**, lack of apology, threats against me (e.g. cost threats), and the **algorithmic misrepresentations** (like the false AI label and suppression of positives) that worsened the harm. Trustpilot's conduct has been high-handed and in willful disregard of my rights, which justifies a substantial aggravated damages component. (Note: Under s.35 of the Defamation Act, aggravated damages can be awarded on top of the cap for non-economic loss, and your behavior here merits that.)
- **Special Damages (Economic Loss):** [REDACTED] – This represents the **quantifiable financial losses** suffered [REDACTED] from November 2024 through the present). It includes the revenue we can specifically attribute to customers leaving due to the defamatory material, and the cost of time/resources diverted to damage control. This figure is backed by our financial records (sales ledgers, subscriber logs) which are part of the evidence. Notably, this figure will continue to climb if the business does not recover; the quicker Trustpilot remedies the situation (through settlement and corrective action), the better chance I have to mitigate ongoing loss.
- **Legal Costs:** (To be determined) – In addition to the above damages, Trustpilot will be liable for my legal costs. As of now, I have incurred significant expenses in attempting to resolve this matter (consultations, preparing extensive evidence dossiers, etc.). If this proceeds to litigation, the costs will increase substantially. Given Trustpilot's unreasonable refusal to settle earlier, I will be seeking costs on an **indemnity basis** from the date of the first offer (or at least from the date of expiry of the Calderbank offer). In a settlement context, I expect Trustpilot to **cover my costs** as part of any resolution (see Demand 5.1 below).

In total, the damages I intend to claim in court would exceed **AUD [REDACTED]** (exclusive of interest and costs). My current **settlement demand [REDACTED]** was calibrated to include all heads of damage (general, aggravated, special) in a single lump sum. This amount is **very reasonable** in light of the harm – especially considering that in at least one analogous case (*Barilaro v Google*), the court awarded a single individual **\$715,000 in general**

damages for defamatory YouTube videos, specifically noting the platform's failure to remove them despite complaints. Here, my business and I have suffered comparably egregious harm, amplified by Trustpilot's conduct. Should this go to judgment, Trustpilot faces not only comparable general damages, but also aggravated damages for the post-notice conduct, as well as economic loss that pushes the total well above the ██████████ mark.

5. Settlement Demands (By 10 October 2025)

Without prejudice to the above rights and claims, I am willing to resolve this matter if **ALL** the following demands are met in full. This is a **final opportunity** to avoid litigation. As noted, **acceptance must be communicated in writing by no later than 5:00 PM AEST on Friday, 10 October 2025**, together with your undertaking to fulfill each item below. **Partial or conditional compliance is not acceptable** and will result in immediate court action.

5.1 Payment of ██████████: Trustpilot must pay ██████████ to Anthony Brodie (trading as Legion Killfeed) as compensation for the defamation and related harm. This amount represents the total damages for all causes (general damage to reputation, aggravated damages for bad faith, and special damages for financial loss) as outlined above. It has been calculated conservatively and is the same sum proposed in my earlier Calderbank offer (14 August 2025). In effect, I am giving Trustpilot the chance to cap its exposure at this amount. The payment terms (such as bank account details and timeframe) can be formalized in the settlement deed, but generally I require full payment within 7 business days of acceptance.

5.2 Indemnity for Legal Costs: In addition to the above damages, Trustpilot must **reimburse my legal costs** on an **indemnity (solicitor-client) basis**. This includes all costs incurred to date in pursuing this matter, as well as any costs reasonably incurred in formalizing the settlement. While my preference was to include costs within the ██████████ figure, given the protracted nature of this dispute I must insist on a separate costs undertaking. (If you prefer, I am open to discussing a modest uplift on the ██████████ to roll costs into the lump sum, but absent that, a costs indemnity is required.) At this stage, I estimate costs to date to be in the ██████████ of dollars, and they will be itemized if needed. Notably, if this proceeds to litigation, I will be entitled to seek **indemnity costs from the date of the first offer** due to Trustpilot's unreasonable refusal. Settling now will avoid that additional liability. In any resolution, I expect a clause that **Trustpilot will bear all my legal costs** (to be agreed or assessed).

5.3 Publication of a Corrective Notice: Trustpilot must publish a **prominent corrective notice** on the Legion Killfeed Trustpilot profile (and, if requested by me, on Trustpilot's newsroom or a similar public-facing page). The notice must: (a) **acknowledge that the defamatory reviews were not based on genuine customer experiences and should not have been published**; (b) acknowledge that some of those reviews were mistakenly reinstated by Trustpilot after removal; (c) state that Trustpilot has removed the false reviews and that those reviews **should not be relied upon** by readers; and (d) include an **apology** for the harm caused to Legion Killfeed. I am open to negotiating exact wording, but it must be satisfactory to me and truthful. The notice should be displayed on our profile for a **minimum of 12 months** so that anyone visiting sees the correction. The purpose is to restore some of the reputation lost and inform the public of the truth. This is a non-negotiable term, as it is the only way to counteract the lingering effects of the defamation short of a court judgment. (For reference, Exhibit 02 in the evidence bundle is the Trustpilot letter of 27 August wherein you refused to do this; that stance must now change.)

5.4 No-Republication Undertakings: Trustpilot must provide a firm **undertaking that the removed defamatory reviews (or any substantively similar content) will not be republished** on its platform. This includes an undertaking to **prevent any future attempts** by the same malicious actors to post false reviews about Legion Killfeed. In practical terms, Trustpilot should **permanently block or ban the user accounts** that were involved in this harassment (e.g. accounts named "WARZONE", "Cunt", "Danny Hayes", "Robert McDonovan", etc.) unless and until those users verify with documentation that they were genuine customers (which they cannot, as they were not). Additionally, Trustpilot needs to implement **technical safeguards** so that if any of those defamatory allegations (e.g. "scam, deletes server") are posted again, they are automatically flagged and not published. Essentially, I require that Trustpilot's systems **never again allow the same defamatory lies to appear** on the Legion Killfeed page. As part of this, Trustpilot should also set up an **expedited review / escalation process** for any future flags I submit, to ensure prompt removal (within 24 hours) of any obviously false or malicious content. These undertakings should be incorporated into the settlement deed, and I will hold Trustpilot accountable for any breach of them.

5.5 Restoration of Legitimate Content: Trustpilot must **restore all legitimate customer reviews of Legion Killfeed that were improperly filtered or suppressed** by its algorithms. During the period in question, several real 4-star and 5-star reviews from my actual clients were hidden (either marked "filtered" or delayed) and thus did not count toward our TrustScore. As part of the remedy, those bona fide reviews should be reinstated to public view and counted, thereby partly restoring our TrustScore to where it should have been. If, for any reason, certain genuine reviews cannot be reinstated (for example, if the customer can't be contacted to re-confirm), Trustpilot should discuss an appropriate solution (such as allowing new genuine reviews or adjusting the TrustScore to account for them). The principle is that Trustpilot **owes a duty to ensure an accurate reflection of legitimate feedback**. The suppression of positives was one of the insidious harms in this case, and merely removing the negatives is not enough – the positive feedback needs unsuppressing. Additionally, any **unwarranted "suspicious behavior" flags or notices** on our profile (placed due to us flagging reviews, etc.) must be removed. Legion Killfeed's profile should be **fully cleaned of any stain** that resulted from Trustpilot's one-sided moderation.

5.6 Disclosure of Moderation Audit Trail: Trustpilot must provide a **complete audit trail of all moderation and administrative actions** related to Legion Killfeed's reviews from 1 August 2024 to present. This includes (but is not limited to): all records of when each defamatory review was posted, flagged, "investigated," removed, blurred,

reinstated, etc.; internal correspondence or notes by content moderators discussing our case; identification of the Trustpilot staff (by anonymized ID if necessary) who made the decisions; any **“detection logic” or automated scoring that was applied** to our incoming reviews; and the “Company activity” log that shows invites sent from our account (to expose the glitch/false display in that module). In short, I want the **full picture of how Trustpilot handled our profile behind the scenes**. This disclosure is important for two reasons: (1) to allow verification that all malicious content is truly gone and to understand how the failures occurred (so they can be prevented going forward); and (2) as part of the transparency and accountability that Trustpilot owes after the damage done. In litigation, I would obtain these records via discovery in any event – providing them now is part of acting in good faith to resolve the matter. The disclosed logs and data will of course be kept confidential and used only for legal purposes. I also request as part of this item a copy of any **Trustpilot “Content Integrity” policies or guidelines** (internal manuals) that were in effect during this saga, to compare what should have happened with what did.

5.7 Confirmation of Australian Legal Entity and Service Details: Trustpilot must formally confirm and **acknowledge its Australian corporate presence and agent for service**. Specifically, I require a letter on company letterhead (to be annexed to the settlement deed) confirming: (a) the exact legal name of the Australian entity (it appears to be “Trustpilot Pty Limited” – noting your correspondence had a typo as “Trpilot”) and its ACN/ABN (which is 37 605 147 260 as you eventually provided); (b) that this entity is involved in operating the Trustpilot platform in Australia or representing Trustpilot A/S for Australian users; and (c) that this entity will accept service of any legal documents on behalf of Trustpilot going forward. Additionally, provide the registered business address in Australia and the contact details of an appropriate **Australian legal representative** who would handle this matter if litigation ensues. This demand is prompted by the confusion created by Trustpilot’s prior denials of having an ABN. I insist on clarity so that any future legal steps (if needed) are not encumbered by jurisdictional or service disputes. Basically, Trustpilot needs to **“show up” in Australia as a responsible corporate citizen**, rather than trying to deflect to foreign jurisdictions. (For the record, Trustpilot A/S in Denmark is of course also a party to this matter, but ensuring the local entity’s accountability is crucial.)

5.8 Execution of a Formal Settlement Deed: Upon your written acceptance of these terms, I will provide a draft **Deed of Settlement** reflecting all the above (payment, notice, undertakings, etc.). That deed will include standard provisions (mutual releases as to the dispute, confidentiality of the settlement if desired, and a clause allowing this letter to be shown to the court only on the question of costs). It will also likely include an agreement on how the corrective notice will be worded and displayed, the timing for each action item, and a mechanism for resolving any implementation issues. I expect that the deed can be quickly negotiated and signed within a few days of acceptance, given that the key terms are already enumerated here. For avoidance of doubt, payment of the settlement amount and publication of the correction will be conditions precedent to me discontinuing any contemplated legal action. I am prepared to immediately cease all preparations for litigation once a deed is executed and the notice is live and payment scheduled. Time is of the essence.

All of the above demands are **outstanding** and **non-negotiable** for settlement. Trustpilot’s failure to address any one of them will be considered a refusal to settle. I trust you understand the seriousness and fairness of these requirements – they are designed to **make my business whole and prevent future harm**, which is exactly what any court-ordered relief would aim to do (in addition to awarding damages).

6. Consequences of Non-Compliance

If Trustpilot does not **fully comply** with this final demand by **the 10 October 2025, 5:00 PM AEST deadline**, I will initiate legal proceedings **immediately** on expiry. I am prepared to file a suit in the Supreme Court of New South Wales (Common Law Division) without further notice to you. The Statement of Claim and an application for urgent interlocutory relief have already been drafted in anticipation of non-response.

In the event of litigation, I will pursue the following relief (at a minimum):

- **Interlocutory and Permanent Injunctions:** I will seek urgent **injunctive orders** to compel Trustpilot to remove the defamatory content (to the extent it isn’t already removed) and to prohibit any republication. Given that the reviews are now apparently removed, the focus will be on **preventing recurrence** – an injunction mandating that Trustpilot not reinstate those reviews or similar content, and requiring you to monitor and promptly remove any future defamatory material about Legion Killfeed. Courts in Australia are empowered to grant such orders against platform providers in defamation cases, and I am confident of success on the merits to obtain early injunctions.
- **Monetary Damages:** I will claim the full measure of damages discussed in Section 4 (general damages, aggravated damages, and special damages). Based on current information, I estimate the damages claim will be at least **AUD [REDACTED] million** (to reflect continuing losses and aggravated factors), and I will ask the court to **award aggravated damages at the high end** given Trustpilot’s conduct. I also put you on notice that I may claim **exemplary (punitive) damages** under causes of action that permit it (such as injurious falsehood or under the ACL for unconscionable conduct), given the **“systematic platform misconduct”** and reckless indifference exhibited.
- **Indemnity Costs:** I will emphatically rely on this letter and prior offers to seek **indemnity costs** in the litigation. If we go to court and I obtain a judgment equal to or greater than the amount of my offers (which is very likely, considering the offer is conservative), I will request that the court order Trustpilot to pay my legal costs on an indemnity basis from the date of your unreasonable refusal (the *Calderbank* principle per *Calderbank v Calderbank* and NSW UCPR). This could alone amount to hundreds of thousands of dollars if the matter is

hard-fought. In short, by ignoring this final chance, Trustpilot would expose itself to **paying my full legal bills** in addition to damages.

- **Other Remedies:** The court can also order Trustpilot to publish corrections or remove content (under new s.39 of the Defamation Act or by its equitable jurisdiction). I will be asking for orders that enforce the equivalent of the undertakings I seek now – e.g. an order requiring you to publish a notice correcting the record, and an order requiring disclosure of the identities of the fake reviewers (so I can pursue them separately). Additionally, I may seek relief for **injurious falsehood** and **misleading conduct**, which could include **injunctive relief and damages under those causes** as well. Trustpilot may also face regulatory scrutiny; for instance, I reserve the right to lodge complaints with the ACCC regarding the misleading aspects of this case, and with privacy or safety regulators as relevant.

Finally, please be aware that if litigation commences, the entirety of Trustpilot's conduct will be laid bare in a public forum. The evidence I have gathered (over **1,000 items including emails, videos, and PDFs**) is extraordinarily comprehensive and will show a **pattern of bad faith by Trustpilot** in this and potentially other instances. This could have far-reaching consequences for Trustpilot's reputation and liability. By contrast, resolving this now (even at a high settlement figure) could be done discreetly and with minimal further damage to either party.

To avoid any doubt: **this letter itself may be tendered in court on the issue of costs**. In a Calderbank context, your failure to accept this reasonable offer will be presented to the court as evidence of unreasonableness justifying indemnity costs. I genuinely hope Trustpilot will make the prudent decision and meet the above demands in the interest of avoiding protracted litigation.

Conclusion: Trustpilot's legal violations – defamation, republication after notice, misleading conduct, and more – have been thoroughly documented and analyzed. The harm to Legion Killfeed is real and devastating. I have extended multiple opportunities to settle this matter, and this letter marks the **final extension of my hand**. Should you choose not to comply, I will take immediate action to protect my rights and seek full redress, confident in the strength of my case.

Govern yourselves accordingly. I urge Trustpilot to take this final chance to resolve the matter privately and ethically, rather than compounding the mistakes that have led us here.

I look forward to your prompt confirmation that all the above terms will be honored. Failing that, see you in court.

Yours faithfully,



Anthony Brodie

Owner/Developer - ABN: 28387377607

(All rights reserved. All offers in this letter are made without prejudice save as to costs and will be relied upon in any proceedings regarding indemnity costs.)

REFERENCES:

- https://they-wish-i.died.space/trustpilot/Case_Summary.pdf
- https://they-wish-i.died.space/trustpilot/Additional_Information/20250828 - Trustpilot Letter of Response - Matter Not Closed Final Deadline 3 Sep 2025.pdf
- https://they-wish-i.died.space/trustpilot/Additional_Information/20250822 - Immediate engagement required.pdf
- https://they-wish-i.died.space/Post_Removal/Post Removal - Compensation Demand.pdf
- [Internet intermediary liability for defamatory thi... | Clayton Utz - https://www.claytonutz.com/insights/2023/september/internet-intermediary-liability-for-defamatory-third-party-content-in-australia-the-next-chapter](https://www.claytonutz.com/insights/2023/september/internet-intermediary-liability-for-defamatory-third-party-content-in-australia-the-next-chapter)
- [Google ordered to pay John Barilaro \\$715,000 over 'vulgar' YouTube videos - ABC News - https://www.abc.net.au/news/2022-06-06/nsw-barilaro-v-google-defamation-judgment/101128344](https://www.abc.net.au/news/2022-06-06/nsw-barilaro-v-google-defamation-judgment/101128344)

From: Soul Legion [REDACTED]

Sent: Sunday, 5 October 2025 11:07 AM

To: Trustpilot Legal <legal@trustpilot.com>; Trustpilot Content Integrity <contentintegrity@trustpilot.com>

Cc: Trustpilot Legal <legal@trustpilot.com>; Privacy - Trust Pilot <privacy@trustpilot.com>; Press - Trust Pilot <press@trustpilot.com>; Trustpilot Accounting <accounting@trustpilot.com>; Support <support@trustpilot.com>; Adrian Blair - Trustpilot <adrian.blair@trustpilot.com>; compliance@trustpilot.com <compliance@trustpilot.com>

Subject: Subject: Removal acknowledged - 6-day compensation & undertakings (Anthony Brodie v Trpilot Pty Limited & Trustpilot A/S) RE: 00243840 - Ticket #37049350 - Ticket #37940331

Deadline: Friday, 10 October 2025, 5:00 PM AEST

Dear Trustpilot Legal and Content Integrity Team,

All the defamatory reviews targeting **Legion Killfeed** have now been removed following significant legal pressure and evidence submissions. However, this belated removal **does not extinguish Trustpilot's liability** for the **past publications** of those false allegations and their **re-publication after notice**. Your platform's own records and our evidence portal [REDACTED] document over **1,075 primary exhibits** demonstrating: **(1)** systematic bad-faith moderation practices (e.g. 382 ignored notice emails and inconsistent policy enforcement), **(2)** deliberate reinstatement of removed defamatory content immediately after legal complaints (indicative of retaliatory intent), **(3)** severe reputational [REDACTED] directly tied to the false reviews), and **(4)** a broader coordinated harassment campaign across Facebook, Discord, and Reddit that Trustpilot's inaction facilitated. In short, Trustpilot had full knowledge of the falsity and harm of these reviews yet chose to escalate the damage rather than mitigate it. The legal context and consequences can be summarized as follows.

Legal Violations and Liability

- **Defamation (Australian Common Law):** The content Trustpilot published on its platform about me and my business was blatantly false and gravely defamatory. The reviews contained egregious lies – including extreme accusations clearly intended to ruin my reputation – that have caused serious injury to my personal and professional standing. Under Australian defamation law, these publications meet all elements of defamation: they were communicated to third parties on Trustpilot's site, they carried defamatory imputations (e.g. calling my business a "scam" and worse), and they clearly identified Anthony Brodie / Legion Killfeed as the subject. Trustpilot, by hosting and actively disseminating this content to Australian readers, is liable as a primary publisher of the defamatory material.
- **Publisher Liability After Notice (Fairfax v Voller [2021] HCA 27):** Once Trustpilot became aware that these reviews were false and defamatory, it had a legal duty to remove them. Under the High Court's ruling in Fairfax Media Publications Pty Ltd v Voller [2021] HCA 27, an online platform with control over content that continues to host or resurface defamatory material after receiving notice is deemed a publisher of that material and is liable for it. Here, I provided explicit notice of the defamation repeatedly – 382 emails from July 2024 to Sept 2025 – yet Trustpilot not only failed to remove the injurious content promptly, it reinstated reviews that had been taken down, flipping them back online after my complaints. Each such intentional re-publication after notice constitutes a fresh publication in law, carrying renewed liability for Trustpilot. In other words, by deliberately restoring and continuing to publish the false reviews despite being put on notice, Trustpilot assumed full liability for defamation from the point of notice onward.
- **Serious Harm Threshold (Defamation Act 2005 NSW, s 10A):** The Defamation Act's "serious harm" requirement (inserted by s 10A) is unequivocally satisfied in this case. I am a small business operator (an "excluded corporation" under s 10 of the Act), and the evidence shows I suffered [REDACTED] directly caused by the defamatory campaign on your platform. Before the false reviews, Legion Killfeed had steady growth and a 4.7/5 reputation. After the defamatory postings, our [REDACTED] in the same period. One particularly vile "ABSOLUTE SCAM" review [REDACTED]. This deep financial and reputational damage – [REDACTED] gone – is directly and temporally correlated with Trustpilot's publication and re-publication of the defamatory material. It clearly rises to "serious harm" under s 10A.
- **Misleading and Deceptive Conduct (Australian Consumer Law, s 18):** Trustpilot's handling of this matter also breached Australian consumer protection law. Section 18 of the Australian Consumer Law (ACL) prohibits misleading or deceptive conduct in trade or commerce. Trustpilot markets itself as a platform for authentic customer reviews, but in this case it presented fake, malicious testimonials as if they were genuine, deceiving consumers about my services. By displaying obviously fabricated reviews (from individuals who were never actually my customers) as legitimate feedback, and by simultaneously suppressing or ignoring genuine positive reviews, Trustpilot misled the public and potential clients about the quality and integrity of my business. The platform's implication that reviews are vetted or based on real experiences was blatantly false in this instance – a fact Trustpilot knew or ought to have known from the evidence I provided, yet it continued to give a misleading impression of my business on a public forum.
- **False or Misleading Representations (ACL, s 29(1)(a) & (g)):** In addition, Trustpilot made specific false representations in connection with the supply of its services to my business, in violation of s 29 of the ACL. Not only were the defamatory reviews themselves false representations about my business (suggesting it is a fraud or scam), but Trustpilot's own platform features contributed to misinformation. For example, the "Company Activity" section on my Trustpilot profile falsely indicated that Legion Killfeed had sent "0" review invitations to customers – a bogus statistic contradicted by our records of invitations. This wrongly implied to readers that I was attempting to hide feedback or had no real customers, which is untrue. Furthermore, Trustpilot applied AI-generated summary tags ("Top Mentions") to my profile that grossly mischaracterized my services and support methods. These misleading labels and representations – suggesting, for instance, that I had poor service or that the reviews were organically generated – are false and breach s 29(1)(a) (misrepresenting quality of services) and s 29(1)(g) (misrepresenting testimonials or endorsements). Trustpilot's conduct in publishing and algorithmically amplifying false negative content while presenting it as authentic feedback is squarely within the realm of false and misleading representations to the public.
- **Failure to Meet Moderation Standards (Notice-And-Takedown Breaches):** Trustpilot utterly failed to uphold basic standards of content moderation and its own terms of service, especially after receiving legal notice. Over 382 separate

email communications (from mid-2024 through 2025) I provided detailed proof that the reviews were false – including server logs, transaction receipts, and other technical evidence – and repeatedly begged for removal. Despite this, Trustpilot’s responses were either non-existent or perfunctory and dismissive. Your staff ignored conclusive evidence of fabrication, and persisted in keeping the content online under the guise of a “neutral stance on disputes”. This constitutes a breach of the duty of care expected of a platform in handling defamatory or harmful content. It also violates any implied contractual promise that Trustpilot will act in good faith and remove content that obviously breaches its guidelines. Instead of acting responsibly, Trustpilot’s moderation team gave contradictory decisions (sometimes removing, then later reinstating identical content) and sent template responses that frustrated any meaningful resolution. In short, Trustpilot failed to take reasonable steps to prevent ongoing harm even after explicit legal notice, which is a stark violation of both legal and community standards.

- **Retaliatory Moderation & Algorithmic Manipulation:** Alarming, Trustpilot’s conduct went beyond mere negligence into deliberate bad faith. After I escalated my complaints legally, Trustpilot engaged in retaliatory acts – most glaringly by resurrecting a defamatory review (“Warzone”) on 1 September 2025 that had previously been removed for violating guidelines. This timing was no coincidence: the reinstatement came immediately after Trustpilot received a formal notice of impending litigation, which strongly suggests it was a punishment or pressure tactic. Additionally, Trustpilot manipulated its algorithms to maximize the damage to my reputation: the platform’s systems promoted the controversial false reviews, making them highly visible to anyone searching my business, while Trustpilot personnel simultaneously gave pretextual excuses (like “technical errors” or claiming posts were “blurred” out) to pretend that the content wasn’t fully accessible. Trustpilot even applied misleading AI-generated tags (“Top Mentions”) that reinforced negative narratives about my services based on those very false reviews. Such actions demonstrate malice. The bad-faith moderation – reinstating content known to be false, and tweaking platform features to highlight it – is incontrovertible evidence that Trustpilot intentionally aggravated the harm after receiving my complaints, instead of addressing it.
- **Procedural Obstruction & Harassment Facilitation:** Trustpilot also engaged in a pattern of procedural stonewalling. Over more than a year, I encountered systemic obstacles: delayed or non-answers, repetitive boilerplate emails that ignored the substance of my reports, and the absence of any meaningful escalation path. This procedural obstruction meant that false reviews remained live for extensive periods, compounding the damage. Internally, Trustpilot’s approach appeared to prioritize protecting the perpetrators and the platform’s image over the rights of a victim of defamation. By refusing to timely remove content that blatantly violated your own guidelines, and by making it arduous for a business owner to get a response, Trustpilot effectively facilitated a coordinated harassment campaign against me. The evidence shows that known bad actors (including direct competitors and disgruntled former associates) were using Trustpilot in conjunction with attacks on other platforms – they orchestrated defamatory posts on Facebook, Discord, Reddit, and even dedicated hate websites to tarnish “Soul” and Legion Killfeed. I repeatedly informed Trustpilot about this broader context, including the fact that these reviewers were not real customers and were part of a malicious network, yet Trustpilot persisted with a “hands-off” approach. By giving these attackers a megaphone and refusing to shut it down despite clear evidence, Trustpilot became complicit in the harassment. This not only bolsters my defamation case (showing aggravating factors like malice), but also may attract regulatory scrutiny for failure to ensure online safety.

((All the above legal contentions are detailed in the draft **Statement of Claim** and supporting **Witness Statements, Procedural History, Financial Impact Analysis, and Case Summary** – which have been provided to you – and are fully supported by the evidence.))*

To summarize: Trustpilot’s actions (and inaction) violated multiple laws – **defamation law, consumer protection law, and fundamental duties of care and fairness** – and caused catastrophic harm to my business and reputation. Importantly, while the offending reviews have now finally been taken down, **your liability for the damage already done remains undiminished**. We now seek to resolve this matter without further delay.

Settlement Demands and Deadline

Trustpilot is hereby given a **final opportunity** to avoid litigation by complying with the following **demands in full by Friday, 10 October 2025 at 5:00 PM AEST**. This deadline is firm. If even one aspect of these demands remains unmet or if you respond with anything less than unconditional agreement, I will immediately proceed with court action and other enforcement measures as outlined below. The required terms are:

1. **Payment of AUD [REDACTED]**. This amount (previously communicated in the Calderbank offer) represents a reasonable estimation of my losses and damage: it encompasses the **statutory cap** for non-economic reputational harm, substantial **aggravated damages** for Trustpilot’s bad-faith conduct (e.g. the vindictive re-publication and algorithmic misrepresentation), and **special damages** for quantified business losses (lost subscriptions, revenue decline, wasted time) caused by the defamatory campaign. The [REDACTED] figure is exclusive of legal costs – note that if this matter proceeds to judgment, I reserve the right to seek **additional costs** on an indemnity basis, but if you comply now, I am willing to treat this sum as a full and final compensation. Payment details (Australian bank account information) will be provided upon your written acceptance of all terms.
2. **Publication of a Corrective Notice** on the Legion Killfeed Trustpilot profile for a minimum of 12 months. This notice (the exact text to be agreed, but it must be prominent and satisfactory to me) shall: **(a)** acknowledge that Trustpilot’s

previous handling of Legion Killfeed's reviews was in error, (b) explicitly state that certain removed reviews were **not authentic customer experiences** and were incorrectly allowed to remain, (c) clarify that Trustpilot's automated systems (e.g. AI "Top Mentions" or content filters) **mischaracterized my business** and that these errors have been corrected, and (d) include a formal apology for the harm caused to me and my business by the platform's moderation failures. The purpose of this notice is to publicly rehabilitate Legion Killfeed's reputation by informing anyone who visits the page that the negative content they saw was not legitimate and was improperly handled by Trustpilot. The notice must be approved by me and remain easily visible to readers for at least one year.

3. **Legally Binding No-Republication Undertakings:** Trustpilot must provide written undertakings that it will **not permit any re-publication** of the defamatory allegations or any similar false claims about me/Legion Killfeed in the future. This includes an undertaking to **permanently bar** the original offending users and any known aliases from posting about my business, to **monitor and immediately remove** any reposts, edited versions, or new reviews containing the same defamatory imputations, and to implement technical measures (such as filters or verified purchase requirements) to **prevent false reviews** targeting my business going forward. In essence, Trustpilot needs to guarantee that the abuse of its platform to smear Legion Killfeed will never happen again. Additionally, I require an expedited "notice-and-takedown" mechanism for any content about Legion Killfeed: upon receiving notice from me of allegedly defamatory content, Trustpilot must **immediately (within 24 hours)** investigate and remove it unless you can incontrovertibly prove its truth. These undertakings should be comprehensive and permanent.
4. **Full Disclosure of the Moderation Audit Trail (Aug 2024–Present):** I demand a complete, transparent accounting of **all Trustpilot internal actions and communications** regarding the Legion Killfeed reviews from the start of this issue to today. This includes providing: all Trustpilot **support ticket records, moderation decision logs, investigation notes, email or chat communications** (internal and with reviewers) concerning my flagged reviews, **metadata** of the reviews (timestamps, IP addresses, device/browser fingerprints associated with the reviewers), and any **algorithmic scoring or content categorization** data that affected my profile (for example, how the "Top Mentions" were generated and any Trustpilot "fraud detection" outputs for the reviews in question). I also expect disclosure of Trustpilot's **policies or guidance** given to content moderators for this case. In short, I want the entire "audit trail" of how my reports were handled and how these defamatory posts were allowed, reinstated, and finally removed. This information is critical for accountability and to assess where Trustpilot's processes failed.
5. **Confirmation of Australian Entity and Legal Contact:** Trustpilot must formally confirm the correct legal entity and agent for this matter. Initially, Trustpilot staff **denied operating under an Australian ABN**, but later admitted that **Trpilot Pty Limited (ABN 37 605 147 260)** is your Australian entity. I require written confirmation that Trpilot Pty Ltd is the entity responsible in Australia, and I further require the name and contact details of an **authorized legal representative** (or law firm) who will handle this dispute on Trustpilot's behalf. This is to ensure any future legal steps are properly directed. Additionally, please confirm the **registered business address** in Australia for service of any court documents (as per your provided address: Level 22, 400 George St, Sydney). Having a local point of contact will also facilitate any discussions needed to implement the above remedies within the Australian jurisdiction.
6. **Removal of All AI-Generated "Top Mentions" Labels:** Trustpilot shall immediately remove any **AI-generated summary tags or "Top Mentions"** on the Legion Killfeed profile that were derived from the defamatory content. These AI labels (for example, highlighting supposed frequent words or themes from reviews) have been tainted by the false reviews and thus give a misleading impression to readers. In our case, such labels reinforced the defamatory narrative. Trustpilot must purge these labels and refrain from applying any automated summary that could mislead users about my service. If AI summaries remain a feature, Trustpilot should ensure they **only reflect genuine positive feedback** for Legion Killfeed now that the fake reviews are gone, or disable them entirely for my page. I expect confirmation that this cleanup has been done and that no residue of the defamation (even in algorithmic form) remains on the profile.

Each of the above points is **mandatory**. You must confirm in writing, by the stated deadline, that you will fulfill all these demands. I am open to reviewing draft texts for the corrective notice or undertakings, but there is **no room for negotiation on whether these steps are taken** – they will be taken, either voluntarily by Trustpilot now or through enforcement by the courts and regulators.

Consequences of Non-Compliance

If Trustpilot does not **fully comply** with all the above demands by **5:00 PM AEST on 10 October 2025**, I will immediately proceed with the following actions (without further notice to you):

- **Court Proceedings:** I will file the prepared **Statement of Claim** in the **Supreme Court of New South Wales** to initiate formal legal proceedings. The claim includes causes of action for defamation, misleading conduct, and other breaches outlined above. Once filed, I will pursue the case to its conclusion, seeking not only the [REDACTED] in compensatory damages but also **aggravated damages, interest, and full costs**. Trustpilot's own correspondence (including the letter of 27 August 2025 rejecting my settlement offer) will be presented to the Court as evidence of bad faith. Please be advised that your refusal to address this matter when given the chance will be cited when arguing for **indemnity costs** – the Calderbank offer of AUD [REDACTED] was more than reasonable, and your rejection of it (especially coupled with threats against me, as in your August 27 letter) entitles me to seek costs on a higher scale if I achieve a judgment equal

to or above that amount. In short, lack of compliance will land Trustpilot in a costly court battle it cannot economically rationalize.

- **Regulatory Complaints:** I will escalate this issue to the relevant regulatory and enforcement bodies in Australia (and assist foreign regulators as needed). Specifically, I will lodge a formal complaint with the **Australian Competition & Consumer Commission (ACCC)** regarding Trustpilot's misleading and deceptive conduct and false representations to consumers. The ACCC has the power to investigate and prosecute breaches of the ACL, and your platform's behavior towards Legion Killfeed is a textbook case of marketplace misconduct (hosting fake testimonials and misrepresenting business practices). I will also refer the matter to the **Office of the Australian Information Commissioner (OAIC)** to examine any privacy or data-handling issues (for instance, how Trustpilot verified or failed to verify these reviewers and how it handled my personal information in the dispute). Furthermore, I have been in contact with the **eSafety Commissioner** regarding the online harassment aspect; non-compliance on your part will prompt me to actively support any investigation by eSafety into whether Trustpilot breached Australia's Online Safety expectations by refusing to remove abusive material targeting an Australian individual. In addition, international complaints are **already in motion**: reports have been made to law enforcement and regulatory agencies overseas given the cross-jurisdictional nature of this harassment. These include filings with UK police (Thames Valley) about an instigator in England, Canadian authorities about an instigator in Canada, and an EU regulatory review of Trustpilot A/S's conduct. If we cannot resolve this now, I will ensure all these bodies are updated to pursue whatever actions they can against Trustpilot and its relevant subsidiaries.
- **Public Exposure:** In the absence of a satisfactory resolution, I will engage with the media and public forums to **broadcast the facts** of this case. This is not a step I take lightly, but I will not hesitate to protect my name. Trustpilot's facilitation of defamation and its stonewalling of a small business owner's pleas is a matter of public interest – it raises questions about the safety and reliability of your platform for all users. I have already prepared a comprehensive case summary that can be shared with tech industry journalists, consumer rights advocates, and relevant online communities. The **evidence portal** (mentioned above) will be made accessible to reporters to substantiate every claim. I will specifically highlight how Trustpilot's Australian arm and its Danish headquarters failed to uphold basic standards of fairness, even after legal notice, and how this caused real human and economic damage. Such publicity will undoubtedly affect Trustpilot's reputation far beyond this single incident, but that responsibility lies with your company's decisions.
- **Criminal and Further Legal Action:** Finally, note that certain aspects of this matter involve **potential criminal conduct** by the individual perpetrators (e.g. stalking, child harassment, etc.). I have already filed reports as noted, and I will continue cooperating with police and cybercrime units internationally. Trustpilot's records and cooperation may be requested by those authorities in due course. If Trustpilot's non-compliance continues, I will explore whether any part of its conduct (for example, knowingly profiting from or aiding in the publication of defamatory falsehoods) could itself breach any Australian laws (such as criminal defamation or accessory liability in harassment). I will also seek any available penalties through Australian regulatory channels – for instance, if this case demonstrates systemic issues with Trustpilot's consumer protection compliance, the ACCC and state consumer agencies could impose fines or other orders. In sum, refusing to resolve this amicably will open Trustpilot to a wide array of enforcement actions, any one of which could be highly damaging.

I sincerely urge Trustpilot to appreciate the **gravity** of this situation. The **evidence** is overwhelming and meticulously documented (1,000+ exhibits of your platform's wrongdoing), and the **legal violations** are clear-cut. My goal has always been to run a legitimate business and to have a fair online presence – I never wanted to be in a protracted dispute. Yet for over a year I faced harassment and defamation that **Trustpilot allowed and even exacerbated**, causing irreparable harm. I have given Trustpilot every chance to correct this voluntarily; now, with the defamatory content finally removed, the focus shifts to accountability for the damage done. This letter constitutes the **final attempt to resolve this matter without litigation**.

If Trustpilot complies in full with all the above demands by the deadline, I am prepared to consider the matter settled and will cease further escalation. I will, in that event, also be willing to discuss a mutually agreeable public statement to put this matter to rest. However, if the deadline passes without complete compliance, consider yourself on notice that the claim **will be filed** and the collateral actions described will proceed.

No further extensions or warnings will be given.

Thank you for your prompt attention to this urgent legal matter. I expect your written confirmation of compliance on or before 5:00 PM AEST, 10 October 2025.

Sincerely,

Anthony Brodie 

Owner/Developer - ABN: [28387377607](https://abn.gov.au/abn/28387377607)

From: Trustpilot Content Integrity <contentintegrity@trustpilot.com>

Sent: Thursday, 11 September 2025 12:34 AM

To: Anthony Brodie <[REDACTED]>

Subject: 00243840 - Re: We've detected misuse of your flagging tool on killfeed.co - Ticket #37049350 - Ticket #37940331



Jovin J (Trustpilot Content Integrity)

10 Sept 2025, 15:34 BST

Hi Anthony,

Thanks for your email and for outlining your concerns. To review the materials you've referenced, could you please resend the supporting evidence and attachments in **PDF, JPEG, or screenshot format**? This will help ensure we can open and assess all files properly.

Once we've received the documentation in one of these formats, we'll review your case in line with our guidelines and policies.

Best regards,

Jovin J,

Content Integrity Team



We are rated **4.3** out of **5**

Trustpilot trades on the London Stock Exchange under the ticker **TRST**

Anthony Brodie

10 Sept 2025, 12:14 BST

Subject: Re: We've detected misuse of your flagging tool on killfeed.co - Ticket [#37049350](#)

Requester Name: Anthony Brodie

Requester Email: legionkillfeed@outlook.com

Account: Killfeed

Case Creation Date: 2025-08-10 09:15:55

=====
*** INITIAL CUSTOMER MESSAGE/CASE DESCRIPTION ***
=====

Subject: Final Legal Notice – Retaliatory Conduct and Continued Publication of Defamation After Notice

To all recipients,

On 10 August 2025, mere hours after being served with a formal cease-and-desist (attached), Trustpilot issued a baseless and retaliatory accusation of "misuse of the flagging tool" against my business, Legion Killfeed. This response is not only false but transparently punitive and further escalates the serious legal exposure Trustpilot now faces.

Let me state this unequivocally: Trustpilot has been given multiple formal legal notices

identifying specific reviews that breach its own policies and multiple laws (UK Defamation Act 2013, EU Digital Services Act, Australian common law defamation, and criminal codes). These include reviews by:

*

"Cunt" – obscene username, no genuine experience, slanderous content

*

"WARZONE" – coordinated posting tied to rival service

*

"Danny Hayes" – UK-based competitor openly inciting attacks

*

"Brett Jones" – defamatory statements online and in Discord, documented as part of an abuse campaign

*

"Robert McDonovan" – whose review has been proven to be from a non-customer (see attached logs)

Despite more than a dozen flagged instances and detailed documentation, including Discord logs and screenshots, Trustpilot has failed to take comprehensive action.

Instead, after receiving a legally binding cease-and-desist naming individual staff and citing defamation, your team launched a retaliatory "misuse" allegation — in what appears to be a blatant attempt to intimidate a small Australian business into silence.

This email places Trustpilot and all named recipients on final legal notice:

Immediate Demands:

1.

Remove all defamatory reviews identified in prior correspondence (see attachments).

2.

Withdraw the retaliatory "misuse" allegation immediately and confirm in writing.

3.

Preserve all logs, internal messages, moderation decisions, and IP metadata related to reviews and flagging for all named users.

Failure to comply within 72 hours will result in:

*

Immediate civil action under UK and Australian defamation law

*

Referral to:

*

UK Competition & Markets Authority

*

Australian Competition and Consumer Commission

*

EU DSA enforcement coordinators

*

Danish Forbrugerombudsmanden

*

Australian eSafety Commissioner

*

Individual staff responsible for publication, inaction, or retaliation may be named as defendants

I am attaching all relevant files, including:

*

Cease and Desist.pdf

*

Sent To Many.pdf

*
Full Trustpilot Email Thread.pdf

*
Coordinated Harrassment.pdf

*
Formal Complaint to eSafety Commissioner

*
Trustpilot_Complaint_04Aug2025.pdf

The publication of defamatory, obscene, and fabricated content by known competitors and former users — after formal notice — constitutes an ongoing legal violation. Trustpilot has been given ample opportunity to act. It has chosen to retaliate instead. This ends today.

Anthony Brodie
Owner – Legion Killfeed
Sydney, NSW, Australia
legionkillfeed@outlook.com

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*** COMPLETE CONVERSATION HISTORY ***

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Hey,

We've received your request: [#00243840](#).

Need to add more info to your request? Just reply to this email to update it.

Have a great day!
Trustpilot Support

Subject: Final Legal Notice – Retaliatory Conduct and Continued Publication of Defamation After Notice

To all recipients,

On 10 August 2025, mere hours after being served with a formal cease-and-desist (attached), Trustpilot issued a baseless and retaliatory accusation of "misuse of the flagging tool" against my business, Legion Killfeed. This response is not only false but transparently punitive and further escalates the serious legal exposure Trustpilot now faces.

Let me state this unequivocally: Trustpilot has been given multiple formal legal notices identifying specific reviews that breach its own policies and multiple laws (UK Defamation Act 2013, EU Digital Services Act, Australian common law defamation, and criminal codes). These include reviews by:

"Cunt" – obscene username, no genuine experience, slanderous content

"WARZONE" – coordinated posting tied to rival service

"Danny Hayes" – UK-based competitor openly inciting attacks

"Brett Jones" – defamatory statements online and in Discord, documented as part of an abuse campaign

"Robert McDonovan" – whose review has been proven to be from a non-customer (see attached logs)

Despite more than a dozen flagged instances and detailed documentation, including Discord logs and screenshots, Trustpilot has failed to take comprehensive action.

Instead, after receiving a legally binding cease-and-desist naming individual staff and citing defamation, your team launched a retaliatory "misuse" allegation — in what appears to be a blatant attempt to intimidate a small Australian business into silence.

This email places Trustpilot and all named recipients on final legal notice:

Immediate Demands:

Remove all defamatory reviews identified in prior correspondence (see attachments).

Withdraw the retaliatory "misuse" allegation immediately and confirm in writing.

Preserve all logs, internal messages, moderation decisions, and IP metadata related to reviews and flagging for all named users.

Failure to comply within 72 hours will result in:

Immediate civil action under UK and Australian defamation law

Referral to:

UK Competition & Markets Authority

Australian Competition and Consumer Commission

EU DSA enforcement coordinators

Danish Forbrugerombudsmanden

Australian eSafety Commissioner

Individual staff responsible for publication, inaction, or retaliation may be named as defendants

I am attaching all relevant files, including:

Cease and Desist.pdf

Sent To Many.pdf

Full Trustpilot Email Thread.pdf

Coordinated Harrassment.pdf

Formal Complaint to eSafety Commissioner

Trustpilot_Complaint_04Aug2025.pdf

The publication of defamatory, obscene, and fabricated content by known competitors and former users — after formal notice — constitutes an ongoing legal violation.

Trustpilot has been given ample opportunity to act. It has chosen to retaliate instead.

This ends today.

Anthony Brodie

Owner – Legion Killfeed

Sydney, NSW, Australia

legionkillfeed@outlook.com

Cease
and Desist.pdf

Sent
To Many.pdf

Full
Trustpilot Email Thread.pdf

Screenshot_20250806_212400_Discord.webp

Screenshot_20250806_212351_Discord.webp

Screenshot_20250806_212411_Discord.webp

Screenshot_20250806_212422_Discord.webp

Screenshot_20250806_212432_Discord.webp

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Report
an issue affecting your business · ACCC_redacted.pdf

Coordinated
Harrassment.pdf

Submitted-Brett-Jones.pdf

Formal
Criminal Complaint to Canadian Authorities Brett Jone.pdf

Formal
Complaint to the eSafety Commissioner – Coordinated International Harassment and
Defamation C.pdf

Formal
Complaint to Thames Valley Police.pdf

Trustpilot_Complaint_04Aug2025.pdf

Meta_Complaint_04Aug2025.pdf

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Drama.pdf

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Best regards

Emilie

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Trustpilot A/S

Pilestraede 58, 5th floor, 1112 Copenhagen K, Denmark
Company no. 30276582