

	<b>IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA</b>  <b>GENERAL JURISDICTION DIVISION</b>  <b>CASE NO. 13-2013-CA-036379-0000-01</b>
<b>THOR HALVORSSSEN-MENDOZA,</b>  <b>Plaintiff,</b>  <b>v.</b>  <b>LEOPOLDO ALEJANDRO</b> <b>BETANCOURT-LOPEZ, PEDRO</b> <b>TREBBAU-LOPEZ, DERWICK</b> <b>ASSOCIATES</b> <b>CORPORATION, a Barbados corporation,</b> <b>DERWICK ASSOCIATES, USA, LLC, a</b> <b>Florida limited liability company,</b> <b>FRANCISCO D'AGOSTINO CASADO,</b> <b>and JOHN DOES 1 through 25</b>  <b>Defendants.</b>	

**CORRECTED AMENDED COMPLAINT**

Plaintiff Thor Halvorssen-Mendoza (“Halvorssen” or “Plaintiff”), by and through his attorneys, hereby sues Defendants Leopoldo Alejandro Betancourt-Lopez (“Betancourt”), Pedro Trebbau-Lopez (“Trebbau”), Derwick Associates Corporation, a Barbados corporation (“Derwick”), Derwick Associates USA, LLC, a Florida limited liability company (“Derwick USA”), Francisco D’Agostino Casado (“D’Agostino”) and John Does 1-25 (collectively, “Defendants”), and allege, upon personal knowledge to themselves and otherwise upon information and belief, as follows:

## NATURE OF ACTION

1. Plaintiff Thor Halvorssen is a human rights activist and journalist who has made his living defending human rights and exposing tyranny and corruption and helping those who have been oppressed for their political or religious views. Halvorssen's fight for human rights is necessarily joined with the fight against corruption because when officials of a tyrannical regime receive the spoils of corruption, they often use the proceeds to fund rogue police and paramilitary actions against political or religious dissidents. Before the acts alleged in this Amended Complaint, he had an unimpeachable reputation as an advocate for those oppressed by totalitarian and dictatorial regimes. The wrongful acts of Defendants alleged herein destroyed valuable relationships that enabled Halvorssen to advance the cause of human rights. Specifically, Defendants tortiously and intentionally destroyed Halvorssen's relationship with the media outlets Forbes.com and Huffington Post.

2. Defendants are purported providers of engineering, procurement and construction ("EPC") services to power companies in Venezuela and their affiliates, executives, directors, representatives, and agents.

3. In fall 2011, Ultimas Noticias, Venezuela's largest newspaper reported that Defendants had overbilled the Venezuelan government in industrial equipment and construction of power plants. Defendants reportedly did not construct power plants for the Venezuelan government as Defendants claimed, but merely used their influence with the Venezuelan government to obtain contracts. Defendants reportedly contracted out all or substantially all of the performance of the obligations under such contracts. Defendants reportedly overbilled and laundered money.

4. Halvorssen sought to investigate Defendants and in conjunction therewith sent inquiries to companies that appeared to be the actual providers of engineering, procurement, and construction ostensibly provided by Defendants to the Venezuelan nation. Halvorssen wrote to ProEnergy Services, an American company known to contract with Defendants to assist in the construction and installation of power plants and asked for information regarding ProEnergy Services' relationship with Defendants.

5. Defendants learned of Halvorssen's inquiry to ProEnergy. In response, they first caused several calls to be placed to Halvorssen to attempt to persuade Halvorssen to discontinue his inquiries and not write any story about them.

6. One of the Defendants called Halvorssen and offered to meet and provide categorical evidence that Defendants were honest businessmen. However, Defendants never made good on this offer. Rather, during the time Defendants purportedly sought to arrange a meeting with Halvorssen to proffer such evidence, Defendants instead caused defamatory and false letters to be sent to Forbes and Huffington Post. Defendants' letters defamed Halvorssen's credentials as a journalist, impugned his independence and integrity, and accused him of being 'exploited' or possibly manipulated by Defendants' political opponents. They stated that Halvorssen had falsely accused Defendants of engaging in "money laundering," "overbilling," and "serious crimes." In the letters, Defendants even demanded that Halvorssen and Forbes retain documents which Defendants apparently believed were obtained in investigation of Defendants. Defendants' letters caused Halvorssen's relationships with Forbes and Huffington Post to be severed.

7. Defendants' letters were designed to and did in fact have a chilling effect on the First Amendment to the United States Constitution, Article I, Section 4 of the Florida Constitution, free speech, a free press, and thorough and independent journalistic analysis. In addition to defaming and impugning Halvorssen, the letters also demanded that Forbes and Huffington Post order Halvorssen to retain all of his investigative notes, even though no pretext of any 'document hold' language was included in the letter to Huffington Post. Defendants further falsely implied that they intended to name Halvorssen as a party to a proceeding in this Circuit styled *Derwick Associates Corporation, Leopoldo Alejandro Betancourt Lopez and Pedro Trebbau Lopez v. Venezolano De Credito, S.A., Banco Universal, Oscar Garcia Mendoza, Rafael Alfonso Hernandez and John Does 1-10*, Circuit Court of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida, Case No. 12-36297 CA 11 ("Banco Venezolano Case"). Defendants also falsely indicated that they intended to seek discovery from Forbes in support of the Banco Venezolano case.

8. Upon information and belief, Defendants had no intention of seeking discovery from Forbes (and certainly not Huffington Post). On information and belief, Defendants had no intention of adding Halvorssen as a party to the Banco Venezolano Case. Defendants' letters were sent merely to defame Halvorssen, spike his article, produce a ripple effect among others looking into the conduct of Defendants, and threaten economic harm against Forbes and Huffington Post. **Defendants never even sought the information they demanded from Forbes by their letter of November 20.** Eventually, Defendants settled the action they threatened to drag Halvorssen into, on information and belief, for a "walk away" settlement



wherein Defendants obtained no damages, no compensation, no costs, and no other remedy. On information and belief, Defendants also never took any discovery in the Banco Venezolano Case.

9. Evidence has now surfaced that Defendants were engaged in overbilling and serious crimes. A Venezuelan energy industry analyst with an expertise in power plants has conducted a comprehensive study that categorically asserts that the contracts awarded to Defendants by the Venezuelan government were far in excess of the value of the Defendants' power plants or the energy generated by them. Another Venezuelan oil industry veteran suggested that given the information provided by Defendants to the Venezuelan National Registry of Contractors, it would be impossible to perform the dozen or more contracts granted to Defendants with the 15 employees identified by Derwick in their registration without subcontracting out nearly all EPC functions. Moreover, Halvorssen's purported 'allegations' of "serious crimes" by Defendants appear to have been true.

10. A former employee of Defendants has revealed that Defendants did in fact arrange an eight-figure kickback to at least one Venezuelan public official. Defendants arranged for a \$50,000,000.00 kickback to the President of the National Assembly of Venezuela, Diosdado Cabello-Rondon, in exchange for a public contract that officials knew would allow for overbilling by Defendants. On information and belief, this payment facilitated money laundering and overbilling by Defendants on at least one of the contracts that was to be the subject of Halvorssen's investigative article.

11. Taken together, these facts reveal that Defendants employed defamatory statements regarding Halvorssen to silence him as a journalist, and threaten economic harm to his publishers. Defendants did this not because they had some legitimate interest in protecting their reputation. Defendants' sole intention with regard to Halvorssen was to use their immense, ill-

gotten gains to silence Halvorssen and let it be known that anyone looking into the conduct of the Defendants would be facing bad faith legal claims and implacable costs.

### **PARTIES**

12. Plaintiff Thor Halvorssen is a Venezuelan-born human rights advocate and journalist. Halvorssen is the President of the Human Rights Foundation. Halvorssen is a legal permanent resident of the United States and his personal residence is in Miami, Florida. He made his personal residence in Miami, Florida at the time the defamatory, tortious, and unlawful communications alleged herein were made.

13. Defendant Leopoldo Alejandro Betancourt Lopez is the President and a founder of Derwick Associates Corporation. The defamatory, unlawful, and tortious communications alleged herein to be made were made on his personal behalf and on behalf of Defendants Derwick and Derwick USA and their affiliates, predecessors, successors, and assigns. Defendant Betancourt has transacted business in Florida for several years. For example, for some time he acted as the registered agent and a manager of Derwick USA, a Florida limited liability company. Defendant Betancourt was a plaintiff in the Banco Venezolano Case in this Circuit.

14. Defendant Pedro Trebbau-Lopez is a co-founder and Vice-President of Derwick Associates Corporation. The defamatory, unlawful, and tortious communications alleged herein to be made were made on his personal behalf and on behalf of Defendants Derwick and Derwick USA and their affiliates, predecessors, successors, and assigns. Defendant Trebbau has transacted business in Florida for several years. For example, for some time he acted as a manager of Derwick Associates USA, LLC a Florida limited liability company. Defendant Trebbau was a plaintiff in the Banco Venezolano Case filed in this Circuit. Trebbau resides in Miami-Dade County, Florida, specifically in Sunny Isles, Florida.

15. Defendant Derwick Associates Corporation is incorporated under the laws of Barbados. On information and belief, Defendant Derwick is managed and directed by, *inter alia*, Defendants Leopoldo Betancourt-Lopez, Pedro Trebbau-Lopez, and Francisco D'Agostino Casado. On information and belief, each of these principals reside and/or conduct business in Florida.

16. Defendant Derwick Associates USA, LLC, is a Florida limited liability company which has or had its principal place of business in Fort Lauderdale, Florida. Defendant Betancourt is listed in company documents as its agent for service of process. Defendants Betancourt and Trebbau are listed in company documents as managers. On information and belief, Derwick USA acted in concert and conspiracy with Derwick in Derwick's actions alleged herein.

17. Defendant Francisco D'Agostino Casado is a dual citizen of Venezuela and Spain and resident of the United States who resides and conducts business in New York, New York and on information and belief, Coral Gables, Florida. D'Agostino has acted as the agent and representative for Derwick entities as alleged more fully herein. Upon information and belief, Defendant D'Agostino is a principal shareholder of Derwick, officer, director, employee, and/or agent of Derwick, Derwick USA, and their affiliates, predecessors, successors and assigns. D'Agostino has admitted to Plaintiff that he is an owner of Derwick. On information and belief D'Agostino directed the defamatory, unlawful, and tortious communications alleged herein to be made.

18. Plaintiff is unaware of the names and true capacities of Defendants, whether individual, corporate, or some other entity named herein as DOES 1 through 25 inclusive, and therefore sues them by their fictitious names. Plaintiff will seek leave to amend his Complaint when their true names and capacities are ascertained.

19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant is in some manner responsible for the wrongs alleged herein, and that at all times referenced each was the agent and employee of the other Defendants, who obtained financial benefit from the Defendants' acts or omissions, was the alter ego of the other, the partner or de facto partner of the other, and was acting in the course and scope of said relationships.

20. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times herein, each Defendant did aid, abet, participate in, contribute to or benefit from the acts and behavior alleged herein and the damages caused thereby, and by their inaction encouraged such acts and behavior.

21. Plaintiff further alleges that each Defendant had a non-delegable duty to prevent or cure such acts and the behavior described herein, which duty Defendants failed or refused to perform.

#### **JURISDICTION AND VENUE**

22. This Court has jurisdiction over this matter because the amount in controversy exceeds \$15,000, exclusive of interest, costs, and attorney's fees.

23. Jurisdiction is proper in this Court pursuant to § 48.193(1)(a)(1), Fla. Stat., because Defendants, individually and through their agents operate, conduct, engage in, and carry on a business or business venture in Florida and/or have an office or agency within Florida. Jurisdiction is proper pursuant to §48.193(1)(a)(2) because Defendants committed a tortious act against Plaintiff in this State. Jurisdiction is proper because Defendants own, possess, or hold a mortgage or other lien on real property within the state of Florida. Fl. Stat. § 48.193(1)(a)(3). Jurisdiction is proper pursuant to § 48.193(2) because Defendants are engaged in substantial and not isolated activities within the State of Florida. Jurisdiction is proper pursuant to § 48.193(1) because Defendants are residents of Florida.

24. Venue is proper in this Court pursuant to §§ 47.011, 47.021 and/or 47.051, Fla. Stat.

**FACTS COMMON TO ALL CAUSES OF ACTION**  
**Thor Halvorssen's Work as Human Rights Advocate, and Journalist**

24. Thor Halvorssen is a Venezuelan-born human rights advocate and journalist. Halvorssen is the President of the Human Rights Foundation, a non-partisan organization devoted to defending human rights globally, with an expertise in Latin America.

25. In addition to serving as its President, Thor Halvorssen is one of Human Rights Foundation's most prominent and effective spokespersons. This position, along with his work as a journalist enables him to help make Human Rights Foundation a leading advocate for human rights worldwide

26. Halvorssen's work as an individual human rights advocate and as President of Human Rights Foundation is made all the more effective because he also has a strong and previously sterling reputation as a published journalist. Prior to the unlawful and tortious campaign more fully set forth below, Halvorssen had widely-read and highly influential journalist positions with Huffington Post and Forbes.com.

27. These publications provided publicity of tremendous financial and reputational value for Halvorssen and his human rights work, as more fully set forth herein.

28. Knowing that Halvorssen has made human rights work his passion and cause, the Defendants in this action have intentionally and maliciously sought to destroy Halvorssen's credibility through abuse of the American legal system, outright lies and defamation of Halvorssen's character, and a calculated effort to destroy his relationship with prominent media outlets.

**Prior Miami-Dade County, Florida Circuit Court Defamation Action Which Purportedly  
Related to Defendants' November 20, 2012 Letters**

29. As alleged above, Defendants Derwick Associates, Betancourt and Trebbau filed a defamation action against Venezolano De Credito, S.A., Oscar Garcia Mendoza, and Rafael Alonzo Hernandez in this Circuit Court on September 13, 2012. This complaint made numerous allegations - many of them false - concerning the function, purpose, structure, and financing of Derwick which Defendants incorporated into their November 20, 2012 libelous letters. Among those allegations were:

- That statements providing that such Defendants were engaged in “serious crimes” and “partnering with corrupt politicians” were actually “false” and “malicious[]” (Paragraph 2);
- That Derwick was “in the business of offering and providing engineering, procurement, and construction (‘EPC’) services to power plant companies in Venezuela . . . .” (Paragraph 10);
- “In or about June 2007, Betancourt and Trebbau co-founded Derwick. Each owns a 50% share in the company. Betancourt serves as Derwick’s President, Trebbau serves as Derwick’s Vice President . . . .” (Paragraph 21);
- “Betancourt manages a team of over one hundred professionals who are operating in connection with fifteen different projects throughout Venezuela. He is also responsible for the origination, structuring and execution of all Derwick projects, and has primary responsibility for the management of Derwick’s relationships with its clients, suppliers, and regulators.” (Paragraph 22);
- “Trebbau has primary responsibility for the supervision of all projects, and is directly responsible for the execution of large EPC contracts in Venezuela. Trebbau is also

responsible for establishing strategic alliances with international engineering, procurement, and construction firms and, together with Derwick's Chief Financial Officer, Orlando Alvarado . . . managing the day-to-day relationships with Derwick's international banks." (Paragraph 25);

- “. . . Derwick formulated and submitted aggressively-priced bids for contracts from the different government-controlled entities in the energy industry and also agreed, as part of the bid package, to assume credit risks that discouraged many of its competitors from bidding on projects.” (Paragraph 30);
- “Derwick's strategy, while successful, involved considerable risks. To participate in these transactions, Derwick first needed to procure the energy equipment, directly or indirectly from one of the few major OEMs [Original Equipment Manufacturers] with the capability and capacity to supply the necessary equipment. To place an order to “reserve” a standard turbine from one of those OEMs, Derwick generally was required to purchase and provide a surety bond for approximately US\$500,000 in exchange for a one-month exclusivity period. During that period, Derwick contractually was required either to sell the equipment to a third-party, or, if unable to obtain a purchaser before expiration of the one-month deadline, forfeit the \$500,000 amount of the surety bond. Derwick often was required to purchase the bond and reserve the equipment during the time that its bid was being evaluated by the government-controlled entities and before it had any assurance that it would be awarded the contract. With respect to each transaction, therefore, Derwick faced a risk of losing \$500,000 from the surety bond and the amount invested to purchase that bond.” (Paragraph 31);



- “In addition, Derwick invested substantially in developing the capacity to expand the scope of its services to include EPC and operation and maintenance work. Thus, another important element of Derwick’s strategy was to offer and provide installation services for all of the equipment that it procured and sold.” (Paragraph 32);
- “[B]ecause capital and financing from banks and other financial institutions was difficult to obtain when Derwick was formed, Betancourt raised the funds required to operate the business and implement the Derwick strategy by mortgaging a large percentage of the Betancourt family’s real estate and personal assets.” (Paragraph 34);
- “In short, Derwick’s considerable success in obtaining several significant energy equipment contracts was attributable to, among other things, the preparation and submission of creative and highly-competitive bids that were tailored specifically to each contract, more competitive lead times and Derwick’s willingness to assume risks that many of its other competitors avoided.” (Paragraph 35);
- “Based on the careful implementation and execution of its strategy, Derwick was awarded twelve competitively-bid EPC contracts beginning in 2008.” (Paragraph 36)

30. On information and belief, the Complaint in the Banco Venezolano Case was filed as a public relations piece in response to public reporting and discussion of Defendants’ misconduct. On information and belief, Betancourt, Trebbau and Derwick Associates never had a good faith basis for making the above set of allegations concerning Derwick’s structure, business model, financing, or activities.

31. On information and belief, Defendants did not competitively bid for the power plant deals. Pursuant to a directive issued in Gaceta Oficial 39.3636 after Defendants obtained their first contract, competitive bidding was suspended or relaxed ‘due to an electricity emergency.’

Accordingly on information and belief, Derwick Associates Corporation did not secure security bonds or mortgage the Betancourt family assets in order to finance the deals in question. *In fact the first deal with the Venezuelan government was secured even before Derwick Associates Corporation was formed.* On information and belief, this initial contract gave Defendants ample financial security (if they needed it at all to secure the contracts).

33. On information and belief, Betancourt, Trebbau, and Derwick did not, as they alleged, obtain vast wealth in a short period of time because of ingenious financial transactions structured to bridge the gap between foreign suppliers of OEMs and a Venezuelan government which was a credit risk. Rather, parts of the Venezuelan government were more reliable for Betancourt, Trebbau, and Derwick because of their relationships with Venezuelan officials.

34. By filing the Banco Venezolano Case in Miami, Defendants sought primarily to squelch the free speech of anyone purportedly publicizing their illegal activity and corruption. The letters which form the basis of this case were merely another incident of defamation and attempted intimidation, backed up by economic leverage Defendants obtained through obscene ill-gotten gains. Defendants' letters were sent to silence Halvorssen and spike inquiry by a free press, not sent in good faith furtherance of litigation ends.

35. That the Banco Venezolano Case was filed merely to silence Defendants' political opponents and the press is evidenced by Defendants' avoidance of discovery on them. Instead of being eager to establish the evidence in support of their claims, Defendants dodged their depositions.

36. Defendants went to great lengths to avoid being deposed. Their depositions were noticed for February 19, 2013. On February 17, Eloy Montenegro-Salom, Trebbau's father-in-law, had telephoned a director of the bank defendant in the Banco Venezolano Case to taunt him about Derwick's influence and the "force of our power," advising of a "surprise" from the Venezuelan

government the next day. On February 18, *the day before the deposition of defendants*, Venezuelan Superintendent of Banking Institutions (SUDEBAN) issued an order preventing the bank from issuing dividends to its shareholders until the Banco Venezolano Case was resolved. Although Defendants' depositions were set for February 19, 2013, they did not appear. The Banco Venezolano Case settled soon thereafter. On information and belief, Defendants used their influence with Eloy Montenegro to bully Oscar Garcia and the bank into settling the lawsuit before Defendants could be required to respond to contention discovery and depositions.

37. In light of the inability of Trebbau, Betancourt, and Derwick to support their allegations in discovery, the letters which form the basis of this action can only be understood as baseless, blatant threats of economic duress against Halvorssen, journalists, and against media outlets which might have otherwise published truthful and accurate information about Defendants' reported bribery, corruption, and collusion with a violent and oppressive regime.

#### **Halvorssen's Investigation Into Defendants**

38. Before fall 2012, Halvorssen began to closely follow reports in several media sources and other public sources of information suggesting Defendants had obtained contracts from Venezuelan government officials to build power plants, outside any competitive bidding process and without any transparency. The sums awarded Defendants for the power plants were reportedly far in excess of the cost of building, and it was reported that Defendants served no important function in building the plants.

39. Rather, the reports indicated that Defendants had contracted out functions such as construction and maintenance to other companies, retained hundreds of millions of dollars after paying out the subcontractors, and paid kickbacks to the Venezuelan officials who got them the inflated, non-competitive contracts in the first place. The reports also indicated suspicious

financial and import transactions involving the son of the government official involved in the awarding of some of the contracts.

40. ProEnergy Services (“ProEnergy”) is a Missouri-based company providing services for all phases of power plant development, including engineering, construction, commissioning and ongoing maintenance.

41. ProEnergy built several power plants for Defendants in Venezuela prior to fall 2012.

42. On September 13, 2012 Defendants filed the \$300 million Banco Venezolano Case claiming defamation by Oscar Garcia, and, *inter alia*, leaders of a prominent Venezuelan think-tank which had been critical of government corruption in Venezuela.

43. Halvorssen then began to investigate the press reports of Defendant’s corruption for his Forbes.com column.

44. Halvorssen learned that Defendants Betancourt and Trebbau publicly held themselves out as leading lights in the Venezuelan power industry, but they had little in their educational background that would suggest that they could serve as even mid-level management at an electric company, let alone as the principal officers, directors, and driving forces behind a billion-dollar company with a track record building power plants.

45. Halvorssen also was aware that Betancourt and Trebbau came from politically well-connected families. Halvorssen was aware that even with Defendants’ inexperience and apparent lack of knowledge, Defendants had somehow come to be awarded twelve power plant contracts from the Venezuelan government within 14 months.

46. Though they alleged in the Banco Venezolano Case that they were 50/50 owners of Derwick Associates Corp. and pioneers in financing and installation of power plants in Venezuela, the inexperience of Betancourt and Trebbau is readily apparent. Betancourt is 34 years old. He is a

graduate of Suffolk University in Boston, Massachusetts. Trebbau is 30 years old. He is a graduate of Boston College in Massachusetts. On the date of the first energy contract awarded to Derwick Associates, Betancourt and Trebbau were only 29 and 26 years old, respectively.

47. On November 15, 2012, Halvorssen wrote an e-mail to three executives of ProEnergy Services: President Jeffrey Cannon, Vice President Scott Dieball, and Chief Financial Officer Chris Stratton. The e-mail stated:

Gentlemen,

I write a Forbes blog where I focus on human rights, corruption, and dictatorship.

I note that you have built some power plants in Venezuela. I also note that a company by the name of Derwick Associates has claimed them as their own projects. I write to inquire regarding the role of Derwick and the cost of the project. Why did Pro Energy require Derwick as an intermediary? Derwick positions itself as operational, not as intermediaries. What was their actual role? What is the current role of Pro Energy with regard to servicing these plants? There are numerous published allegations in Venezuela regarding overbilling by Derwick as well as more sensational allegations of money laundering.

I'd be grateful for a timely response.

Thanks in advance,

Thor Halvorssen [telephone number omitted]

48. The next afternoon, Mr. Halvorssen followed up to inquire whether the aforesaid ProEnergy Services executives would respond:

Gentlemen, I will be around over the weekend and next week. I do have a deadline of next Friday so your response (or an official non-response) would be appreciated. Thanks in advance. TH

49. Later on November 16, 2012, Scott Dieball, General Counsel and Vice President of Business Operations for ProEnergy Services sent an e-mail to Halvorssen indicating that he was not concerned with the inquiries raised by Halvorssen. Mr. Dieball directed Halvorssen's inquiry to Defendants. The e-mail stated:

“Thank you Mr. Halvorssen for your inquiry.

However, as I am sure you can appreciate, ProEnergy has a responsibility to each of our customers not to publicly disclose details of our business activities. What we can share with you is that ProEnergy has from time-to-time been contracted to provide electrical generation equipment and related services as one of Derwick’s suppliers / subcontractors for power plants. Derwick has built or is presenting building in Venezuela.

Any inquiry concerning allegations of overbilling or money laundering by Derwick should be directed to Derwick.”

50. On information and belief, after this e-mail exchange Defendants and ProEnergy continued their arrangement whereby ProEnergy would build and maintain Venezuelan power plants for Defendants.

51. On information and belief, ProEnergy builds and/or maintains Venezuelan power plants for Defendants to this day.

52. Shortly after ProEnergy’s e-mail of November 16, Defendant D’Agostino sent text messages and left voice mails with Halvorssen. D’Agostino had not contacted Halvorssen for at least ten years, but ‘out of the blue’ called Halvorssen, talked about their time as children growing up in Venezuela, and asked how Halvorssen was doing. D’Agostino then went on to discuss the business of Derwick and stated that he knew Halvorssen was intending to write about Derwick at Forbes.com. D’Agostino explained that he was a shareholder and owner in the Derwick enterprise and discussed the history of his involvement with the company at length with Halvorssen.

53. Shortly before November 20, 2012, Defendant D’Agostino offered to introduce Halvorssen to his business partner Betancourt. D’Agostino suggested that meeting Betancourt over a meal, face-to-face would allow Halvorssen to pose questions to Betancourt and allow Defendants to respond to Halvorssen’s inquiries. Halvorssen requested copies of the contracts between Derwick



and the Venezuelan government, copies of contracts between Derwick and ProEnergy, and the company's audited financial statements. D'Agostino agreed to provide these documents in full. The documents D'Agostino agreed to provide were confidential and only available to founders of Derwick and its senior executives and officers.

54. Halvorssen advised D'Agostino that he would welcome such a meeting.

55. Although Halvorssen agreed to meet with D'Agostino and Betancourt, such meeting never occurred. One day later Defendants instead sent defamatory and tortious letters to Forbes and Huffington Post.

**Defendants' Tortious Letters Destroy Halvorssen's  
Relationships with Forbes and Huffington Post**

56. On November 20, 2012, Defendants Derwick Associates Corporation and two of its founders, Leopoldo Alejandro Betancourt Lopez and Pedro Trebbau Lopez through their attorneys sent a letter to Forbes Magazine Chief Executive Officer Steve Forbes and Editor Randall Lane. These letters demanded that Defendants be provided an opportunity to respond to any investigation by Halvorssen, *even though Defendants had just reneged on their offer to present information and documents to Halvorssen*. This letter states in pertinent part:

Dear Messrs. Forbes and Lane:

We represent plaintiffs Derwick Associates Corporation ("Derwick") and its two founders, Leopoldo Alejandro Betancourt Lopez and Pedro Trebbau Lopez (together, "Plaintiffs") in an action currently pending in the Circuit Court of Florida against defendants Oscar Garcia Mendoza ("Garcia Mendoza"), Venezolano De Credito, S.A., Banco Venezolano (the "Bank"), Rafael Alfonso Hernandez and John Does 1-10 ("Defendants") (the "Action"). Garcia Mendoza and the other defendants, as alleged in the Complaint (Ex. A hereto), exploited an Internet website, [www.Wikianticorruption.org](http://www.Wikianticorruption.org) (the "WAC Website"), to disseminate false and defamatory information concerning Derwick and its founders for unlawful and malicious purpose of attempting to harm Plaintiffs' personal, professional, and business reputations.



“The WAC Website appears to have been taken down as a result of our intervention and after we informed the various administrator and supporting web-hosting companies that, among other things, defamatory information concerning Plaintiffs was being posted on the WAC Website. As a result, we understand that Garcia Mendoza now may be attempting to continue his unlawful defamation campaign against Plaintiffs by **feeding false and misleading information** to legitimate media sources such as Forbes Magazine (“Forbes”). Our preliminary investigation indicates that **Garcia Mendoza may be attempting to exploit one of your blog writers**, Thor Halvorssen Mendoza (“Halvorssen”) – and by extension, Forbes, to further disseminate his defamatory falsehoods.

On November 15, 2012 at 3:59 p.m., “Thor Halvorssen,” who asserts that he is writing a “Forbes blog” concerning Derwick and that he has a “deadline of next Friday (i.e., November 23, 2012), sent an unsolicited and **extremely misleading** and **factually inaccurate** e-mail (“November 15 e-mail”) to, among others, the President of ProEnergy Services, Jeffrey Canon (“Canon”), one of Derwick’s key business suppliers (Ex. B hereto). The November 15 e-mail **falsely implies** that Derwick has been misrepresenting the nature of services that it provides to the energy sector in Venezuela, erroneously asserts, as a fact, that Derwick’s role in certain power paint projects was as an “intermediary,” and ends with a **repetition of the lies** that Garcia Mendoza has been attempting to disseminate by referring to non-specific and unsubstantiated allegations against Derwick, by unnamed sources, concerning “money laundering” and “overbilling.” Such an unsolicited and **highly misleading communication** to such a critical Derwick supplier from such a highly respected publication as Forbes, obviously is extremely injurious to Derwick and its founders. On the following date, Friday, November 16, 2012, Halvorssen evidently sent another e-mail to Canon conveying the November 15 from a non-Forbes e-mail address: [thor@humanrightsfoundation.org](mailto:thor@humanrightsfoundation.org).”

As set forth above, the charges that Plaintiffs have committed **serious crimes**, which maliciously have been disseminated by Garcia Mendoza through the WAC Website and other means, are entirely false and without any factual support. If Forbes elects to proceed with the publication of any article concerning Derwick and its founders, we request that you fact-check all your sources with extreme care to ensure that they are completely accurate and complete, particularly if the ultimate source is derived from the false information that had been posted on Garcia Mendoza’s WAC Website. In addition, we request that Forbes provide Plaintiffs a fair opportunity to respond to any allegations of unlawful conduct, which obviously can be very detrimental to Plaintiff’s business and personal reputations and integrity.

Further, in view of the pending Action, we request that Halvorssen and Forbes preserve any information in their possession, custody, or control concerning Garcia Mendoza and this matter. Specifically, we request that Forbes, its parents, subsidiaries and advisors, and Halvorssen, preserve any and all documents and information concerning the following:

- (a) any and all communications between or among Halvorssen and (i) Garcia Mendoza, (ii) Cesar Briceno, (iii) anyone affiliated with, or family members of, Garcia Mendoza or Cesar Briceno, (iv) Jorge Nevet Gimán, (v) any attorney representing any of the Defendants or (vi) any officer, director or employee of the Bank;
- (b) any and all agreements between Halvorssen and any of the Defendants or any other persons affiliated with them in any way;
- (c) any and all payments from or on behalf of Garcia Mendoza, Cesar Briceno or any officer, director, or employee of the Bank to Halvorssen or entities affiliated with, or controlled by, Halvorssen; and
- (d) any documents concerning the WAC website and the allegations in the Complaint (collectively, the "Relevant Information").

Accordingly, Halvorssen and the Company immediately should retain and not destroy, conceal or otherwise alter any paper or electronic files or other data generated by and/or stored on office or personal or any other computers and storage data (e.g., hard disks, floppy disks, backup tapes, Blackberries) or any other electronic data, such as voice mail, concerning the Relevant Information. Preserving responsive, electronically-stored information may require disengaging the auto-delete function as to those documents.

Any failure to comply with this notice, or any other evidence that Halvorssen and the Company have failed to comply with their obligations to preserve the Relevant Information, which also may be relevant to other reasonably foreseeable litigation, may result in the imposition of sanctions for spoliation of evidence.

Nothing contained in or omitted from this letter is, or should be construed as, a limitation, restriction, or waiver, express or implied, of any of Plaintiff's rights and remedies concerning the issues discussed above, all of which are expressly reserved.

(Emphases added.)

57. On the same date, Defendants caused a 'copy, cut, and pasted' letter with nearly identical content to Huffington Post, except there was no ostensive 'demand to preserve documents' included.

58. Such letters were defamatory of Halvorssen because they impugned his objectivity as a journalist. They claimed that Halvorssen was a conduit for "false and misleading information," which he would attempt to publish in Forbes.com. The letters claimed Halvorssen was "exploited" by defendants in the Banco Venezolano Case. In context, "exploited" could either mean that Halvorssen was a hapless fool pursuing fabricated leads, or being paid by the Banco Venezolano Case defendants. In fact, Halvorssen was not paid by anyone to pursue a story concerning Defendants' reported corruption. Nor did he act pursuant to any request made by defendants in the Banco Venezolano Case. When Halvorssen sent his November 15 and 16, 2012 e-mails to ProEnergy, he was making legitimate inquiries designed to elicit information.

59. Defendants' letters were further defamatory of Halvorssen in that they stated that Halvorssen made factual misstatements to ProEnergy. Specifically, Defendants stated that Halvorssen's communications were "extremely misleading," and "factually inaccurate." Defendants characterized Halvorssen's inquiries as "erroneous[] assert[ions]," and "lies." Defendants suggested that Halvorssen's inquiries concerning their money laundering and overbilling were not made in good faith and were factually baseless. Defendants stated Halvorssen had falsely suggested they committed "serious crimes." Defendants falsely characterized Halvorssen's inquiries as being motivated by "malic[e]," and as "entirely false and without any factual support." Defendants attacked Halvorssen's truthfulness to Forbes and Huffington Post, with the express purpose of assassinating his character and destroying his reputation as a journalist.

60. Yet, insofar as Halvorssen could be characterized as ‘implying’ that “Derwick had been misrepresenting the nature of the services that it provides to the energy sector in Venezuela” that “Derwick’s role in certain power plant projects was as an “intermediary,” and that Derwick had engaged in “money laundering” and “overbilling,” such purported characterizations were reasonable to believe inasmuch as they had been published in Venezuela’s largest newspaper by a journalist who subsequently was awarded a significant journalist prize for his research into Derwick’s overbilling.

61. Furthermore, the truthfulness of such characterizations have been bolstered by subsequent developments as alleged below.

62. Shortly after receiving word of Defendants’ letters to Forbes and Huffington Post, Halvorssen sent several text messages to D’Agostino indicating that he now understood D’Agostino’s role in attempting to sabotage Halvorssen’s reputation. Derwick, Betancourt, and Trebbau subsequently amended their complaint in the Banco Venezolano Case to include some of Halvorssen’s communication to D’Agostino.

63. On April 11, 2013, Derwick Associates Corporation, Leopoldo Alejandro Betancourt Lopez and Pedro Trebbau Lopez dismissed the Banco Venezolano Case. On information and belief, the settlement in this lawsuit was a ‘walk away’ settlement wherein Derwick and its principals obtained no monetary settlement whatsoever. Therefore upon information and belief, the Banco Venezolano Case referenced in Defendants’ November 20 letters ultimately was revealed as meritless harassment of Defendants’ critics.

64. Defendants’ correspondence destroyed Halvorssen’s relationships with Forbes and Huffington Post. After Defendants sent their November 20, 2012 letters, and as a result of such

letters, both Forbes and Huffington Post disallowed further articles by Halvorssen in their publications.

**Defendants' Damage to Thor Halvorssen's Reputation and the Cause of Human Rights**

65. The value of Halvorssen's columns to advancing human rights and promotion of his professional standing as journalist and advocate for human rights was severely damaged by Defendant's defamatory, untrue, tortious and unlawful communications to Forbes and Huffington Post. Halvorssen's columns were widely respected journalistic endeavors because they were empirically researched, hard-hitting articles on corruption, abuse of judicial systems and rule of law, and repression of individual rights.

66. For example, several of Halvorssen's articles were quoted or reprinted in publications circulating to the very people affected by the policies Halvorssen wrote about. Halvorssen's articles were also widely republished and quoted in academic and policy circles, in large media outlets, and in media outlets focused on the country or region he had written about. Exhibit "1" hereto sets for several titles and descriptions of the works, along with printouts of the works and their impact. Exhibit 1 demonstrates the respect accorded to Halvorssen's journalism and the far-reaching positive impact Halvorssen's columns for Forbes and Huffington Post had for oppressed people.

**Subsequent Evidence of Defendants' Corruption and Collusion with Venezuela's Authoritarian Regime**

67. As set forth above, Defendant's letters to Forbes and Huffington Post were also defamatory of Halvorssen in that they stated that Halvorssen made factual misstatements to ProEnergy. Insofar as Halvorssen could be characterized as 'implying' that "Derwick had been misrepresenting the nature of the services that it provides to the energy sector in Venezuela" that "Derwick's role in certain power plant projects was as an "intermediary," and that Derwick had

engaged in “money laundering” and “overbilling,” such purported characterizations were fair and well-founded beliefs. Moreover, Defendants’ statement that Halvorssen had falsely suggested they were involved in “serious crimes” has itself proven false. By any measure, payment of kickbacks and hush money are “serious crimes,” and direct factual evidence shows such serious criminal payments occurred.

68. The fact of Defendants’ illicit activities has been personally confirmed by one or more former Derwick employees. One or more former employees have confirmed that Derwick offered kickbacks numbering in at least the tens of millions of dollars to one or more Venezuelan officials, including a \$50,000,000.00 payment to Diosdado Cabello-Rondon, President of the National Assembly of Venezuela, the country’s parliament, in exchange for public contracts that officials knew allowed for overbilling by Defendants. On information and belief payment was made to an offshore corporation registered in Panama with accounts at Banesco Bank in Panama. On information and belief, such a substantial kickback was provided to the officials so that Venezuelan authorities would ignore overbilling by Defendants.

69. One or more employees also confirm Derwick spied on reporters critical of Derwick, obtained unlawful access to personal e-mails, and other illegal activity in the United States and abroad.

70. A former business associate of Defendants engaged in a black market currency exchange has also stated that Defendants demanded he share with them the burden of paying ‘hush money’ to Venezuelan members of the Cuerpo de Investigaciones Cientificas, Penales y Criminalisticas (CICPC), Venezuela’s largest national police agency after they uncovered involvement in a multi-million dollar illegal currency exchange transaction involving Derwick’s ill-gotten gains.



71. Since Halvorssen first raised the issue of whether Defendants played any significant role in the power plants it purportedly constructed, a new expert report has also surfaced demonstrating the amount of Defendants' overbilling. It establishes that since the Chavez's regime declared an 'electricity crisis' in 2009, costs per kilowatt generated from Defendants' power plants have skyrocketed.

72. Independent experts have noted that overbilling is rampant in the Venezuelan energy sector. For instance, in September of 2013, Venezuelan energy expert Jose Aguilar conducted a study identifying 40 energy projects that were constructed after the Chavez regime came into power. Mr. Aguilar, an authority on power plants in Venezuela, analyzed each project in terms of: announced power in megawatts, announced costs, fair international price, overprice percentage, promised date of project completion, contractors, whether the project is operating, megawatts available/unavailable, megawatts pending, and delay in number of months since announced completion of the project.

73. In this study, Aguilar estimates that the overbilling attributable to Defendants is in the billions of dollars.

74. Further, in an article published on September 26, 2013, Gustavo Coronel, a Virginia-based writer and researcher who has over 35 years' experience in the Venezuelan petroleum industry, raised serious issues about PDVSA's contracts with Defendants. He noted that Defendants had registered as a public contractor with the Venezuelan government, but that they stated they had only 15 employees. Mr. Coronel suggested it was highly improbable that Defendants could perform the dozen contracts granted to them over 14 months by the Venezuelan government without subcontracting for performance of the contractual obligations. Mr. Coronel also raised



serious doubts about the adequacy of the capitalization of Defendants given the large scale projects granted to them by the Venezuelan government.

75. Further, it has been reported that Defendants' personal banker at JP Morgan was tasked by them to obscure the source of their ill-gotten gains. Defendants' personal banker Eduardo Travieso reportedly received wire transfers into Derwick Associates' accounts, then promptly buy and sell significant quantities of bonds, and then wire money out of Derwick Associates' account (most often to Derwick Associates' accounts at Davos Financial Group). This exercise was undertaken to obscure the true source of the funds. Of course, if Defendants had obtained their substantial wealth through legitimate means there would be no need to mask their financial transactions in this fashion.

76. Davos Financial Advisors, LLC provides in its company filings with the State of Florida that its principal address is 2665 S. Bayshore Drive, Suite 810, Coconut Grove, Florida 33133. On information and belief, Davos Financial Advisors, LLC has transferred funds using their offices in Florida to the personal accounts of Betancourt, Trebbau, and D'Agostino.

**Subsequent Libelous Statements Against Halvorssen by Defendants' Agents Directed Toward Florida Residents and Intended to Defame, Harass, and Threaten Halvorssen**

77. Primicias24.com is a news outlet in Venezuela which publishes articles which are overly laudatory of Defendants. On information and belief a Derwick employee, Rafael Nunez, owns part of Primicias 24.

78. On or about September 28, 2013, Primicias24.com published a Spanish-language article featuring a photograph of Halvorssen and accusing him of being an international spy involved in a conspiracy to assassinate a high-ranking Venezuelan official. These accusations were false and defamatory of Halvorssen.

79. On or about October 8, 2013, Primicias24.com published an English-language article reiterating such falsehoods about Halvorssen. On information and belief, these articles were intended to incite and enflame tensions by any person loyal to the post-Chavez Venezuelan regime residing or visiting the Miami area, and sought not only defame Halvorssen, but also to threaten and intimidate him. The publication of this article evidences that Defendants harbor malice toward Halvorssen.

**First Cause of Action for**  
**Libelous Statement to Forbes**  
**(Against all Defendants)**

80. Plaintiff repeats and re-alleges each foregoing allegation of the complaint as if fully set forth herein.

81. Defendants' November 20, 2012, letter to Forbes published false and defamatory statements of fact about Halvorssen. This letter was defamatory because it characterized Halvorssen's email *inquiries* to ProEnergy as making factual *statements* to Pro Energy. In fact, at the time Halvorssen sent his November 15 and 16, 2012, e-mails to Pro Energy, he was making no assertions, but conducting an investigation as a journalist.

82. The letter was further false and defamatory because it characterized Halvorssen's email inquiries to ProEnergy as a series of "lies" and "erroneous assertions." Defendants also stated that Halvorssen's communications were "extremely misleading," and "factually inaccurate." Defendants suggested that Halvorssen's inquiries concerning their money laundering and overbilling were not made in good faith and were factually baseless. Defendants characterized Halvorssen's inquiries as being motivated by "malic [e]," and as "entirely false and without any factual support."

83. Halvorssen was not making an affirmative statement that “Derwick had been misrepresenting the nature of the services that it provides to the energy sector in Venezuela” or that “Derwick’s role in certain power plant projects was as an “intermediary,” or that Derwick had engaged in “money laundering” and “overbilling,” and “serious crimes.”

84. In any event, Halvorssen’s purported characterizations of Defendants as money launderers engaged in serious crimes appears to be true. The revelation of at least one former Derwick employee that one or more Venezuelan officials was paid bribes or kickbacks establishes Defendant committed a serious crime. It is only reasonable to infer this kickback was paid for by overbilling by Defendants, and that Defendants laundered the spoils of their overbilling. In addition, at least one energy expert has called into question Defendants’ billing practices. Accordingly, Defendants were untruthful, and knowingly and maliciously defamed Halvorssen when they characterized his statements as “lies.”

85. To the extent Halvorssen’s e-mails suggested that Defendants engaged in “serious crimes,” evidence in support of this proposition has come to the fore as well. Payment of kickbacks and hush money are serious crimes.

86. Defendants knew such statements were false and defamatory when they drafted and sent the letter to Forbes on November 20, 2012, Defendants know such statements continue to be false and defamatory and have no evidence to the contrary.

87. Defendants acted with actual malice when they made such statements. Defendants’ defamatory statements were malicious, knowing, willful, and in conscious disregard of Halvorssen’s rights.

88. These statements were defamatory per se, as they injured Halvorssen’s business, reputation, occupation, and conduct in his profession as a journalist and human rights advocate. The false

and defamatory statements published by Defendants regarding Halvorssen, as reasonably understood, impugn the integrity and competence of Halvorssen, discredit his journalistic methods, undermine confidence in Halvorssen with the public and within the journalistic community, discourage other publications from accepting Halvorssen's submissions, and injure Halvorssen in his trade.

89. Defendants' defamatory statements were intended to expose Halvorssen to ridicule and contempt. Defendants falsely suggested and stated Halvorssens' research was 'for hire,' or that Halvorssen was a clueless tool of Defendants in the Banco Venezolano Case.

90. Defendants' statements were made with an improper motive, namely to silence Halvorssen and to send a message to anyone questioning Defendants that they would be subject to intimidation, vexatious and bad-faith litigation, economic duress and baseless, well-funded smear campaigns.

91. These defamatory statements have damaged Halvorssen's future income and reputation as a journalist.

**Second Cause of Action for**  
**Libelous Statement to Huffington Post**  
**(Against all Defendants)**

92. Plaintiff repeats and re-alleges each foregoing allegation of the complaint as if fully set forth herein.

93. Defendants' November 20, 2012, letter to Huffington Post published false and defamatory statements of fact about Halvorssen. This letter was defamatory because it characterized Halvorssen's email *inquiries* to ProEnergy as making factual *statements* to Pro Energy. In fact, at the time Halvorssen sent his November 15 and 16, 2012, e-mails to Pro Energy, he was making no assertions, but conducting an investigation as a journalist.

94. The letter was further false and defamatory because it characterized Halvorssen's email inquiries to ProEnergy as a series of "lies" and "erroneous assertions." Defendants also stated that Halvorssen's communications were "extremely misleading," and "factually inaccurate." Defendants suggested that Halvorssen's inquiries concerning their money laundering and overbilling were not made in good faith and were factually baseless. Defendants characterized Halvorssen's inquiries as being motivated by "malic[e]," and as "entirely false and without any factual support."

95. Halvorssen was not 'implying' that "Derwick had been misrepresenting the nature of the services that it provides to the energy sector in Venezuela" or that "Derwick's role in certain power plant projects was as an "intermediary," or that Derwick had engaged in "money laundering" and "overbilling."

96. In any event, Halvorssen's purported characterizations of Defendants as money launderers engaged in serious crimes appears to be true. The revelation of at least one former Derwick employee that one or more Venezuelan officials was paid off establishes Defendants committed a serious crime. It is only reasonable to infer that illegal payments were financed through overbilling by Defendants, and that Defendants laundered the spoils of their overbilling. In addition, at least one energy expert has called into question Defendants' billing practices. Accordingly, Defendants were untruthful, and knowingly and maliciously defaming Halvorssen when they characterized his statements as "lies."

97. To the extent Halvorssen's e-mails suggested that Defendants engaged in "serious crimes," evidence in support of this proposition has come to the fore as well. Payment of kickbacks and hush money are serious crimes.

98. Defendants knew such statements were false and defamatory when they drafted and sent the letter to Huffington Post on November 20, 2012. Defendants know such statements continue to be false and defamatory and have no evidence to the contrary.

99. Defendants acted with actual malice when they made such statements. Defendants' defamatory statements were malicious, knowing, willful, and in conscious disregard of Halvorssen's rights.

100. These statements were defamatory per se, as they injured Halvorssen's business, reputation, occupation, and conduct in his profession as a journalist and human rights advocate. The false and defamatory statements published by Defendants regarding Halvorssen, as reasonably understood, impugn the integrity and competence of Halvorssen, discredit his journalistic methods, undermine confidence in Halvorssen with the public and within the journalistic community, discourage other publications from accepting Halvorssen's submissions, and injure Halvorssen in his trade.

101. Defendants' defamatory statements were intended to expose Halvorssen to ridicule and contempt. Defendants falsely suggested and stated Halvorssens' research was 'for hire,' or that Halvorssen was a clueless tool of Defendants in the Banco Venezolano Case.

102. Defendants' statements were made with an improper motive, namely to silence Halvorssen and to send a message to anyone questioning Defendants that they would be subject to intimidation, vexatious and bad-faith litigation, economic duress and baseless, well-funded smear campaigns

103. These defamatory statements have damaged Halvorssen's future income and reputation as a journalist.



**Third Cause of Action for**  
**Intentional Interference with Contract with Forbes**  
**(Against all Defendants)**

104. Plaintiff repeats and re-alleges each foregoing allegation of the complaint as if fully set forth herein.

105. Halvorssen had an ongoing contract with Forbes wherein Halvorssen provided articles to Forbes in exchange for exposure for his human rights work and journalistic career. Halvorssen had every reason to believe this contract would continue indefinitely.

106. Defendants knew of Halvorssen's contract with Forbes, or of his general business relationship with Forbes.

107. Defendants did not compete with Halvorssen in attempting to provide articles to Forbes.

108. Defendants' interference was based in misrepresentations regarding Halvorssen and the nature of Halvorssen's inquiries to ProEnergy, and also misrepresentations regarding Defendants' business.

109. Defendants' November 20, 2012, letter to Forbes was intended to and did interfere with Halvorssen's contract with Forbes. Soon after Defendants' November 20, 2012, letter was sent, and as a direct result of such letter, Forbes ceased accepting proposed articles from Halvorssen.

110. Defendants desired to interfere with Halvorssen's relationship with Forbes and to destroy such relationship, and did in fact interfere with and destroy such relationship to the point that

Forbes even expressly requested that Halvorssen remove the Forbes logo from a reprint of an article hosted by the Human Rights Foundation website.

111. Defendant's statements to Forbes damaged Halvorssen's business, reputation, occupation, and conduct in his profession as a journalist and human rights advocate.

112. Defendants' statements were made with an improper motive, namely to silence Halvorssen and to send a message to opponents of these government cronies that opponents would be subject to oppression and intimidation inside Venezuela, and intimidation, vexatious and bad-faith litigation, economic duress and baseless, well-funded smear campaigns outside Venezuela.

113. Defendants' statements damaged Halvorssen's future income and reputation as a journalist.

**Fourth Cause of Action for  
Intentional Interference with Contract with Huffington Post**

114. Plaintiff repeats and re-alleges each foregoing allegation of the complaint as if fully set forth herein.

115. Halvorssen had an ongoing contract with Huffington Post wherein Halvorssen provided articles to Huffington Post in exchange for exposure for his human rights work and journalistic career. Halvorssen had every reason to believe this contract would continue indefinitely.

116. Defendants knew of Halvorssen's contract with Huffington Post, or of his general business relationship with Huffington Post.

117. Defendants did not compete with Halvorssen in attempting to provide articles to Huffington Post.

118. Defendants' interference was based in misrepresentations regarding Halvorssen and the nature of Halvorssen's inquiries to ProEnergy, and also misrepresentations regarding Defendants' business.

119. Defendants' November 20, 2012, letter to Huffington Post was intended to and did interfere with Halvorssen's contract with Huffington Post. Soon after Defendants' November 20, 2012, letter was sent, and as a direct result of such letter, Huffington Post ceased accepting proposed articles from Halvorssen.

120. Defendants desired to interfere with Halvorssen's relationship with Huffington Post and to destroy such relationship, and did in fact interfere with and destroy such relationship.

121. Defendant's statements to Huffington Post damaged Halvorssen's business, reputation, occupation, and conduct in his profession as a journalist and human rights advocate.

122. Defendants' statements were made with an improper motive, namely to silence Halvorssen and to send a message to opponents of these government cronies that opponents would be subject to oppression and intimidation inside Venezuela, and intimidation, vexatious and bad-faith litigation, economic duress and baseless, well-funded smear campaigns outside Venezuela.

123. Defendants' statements also caused Halvorssen economic harm. Defendants' statements damaged Halvorssen's future income as a journalist and his reputation.

**Fifth Cause of Action for**  
**Civil Conspiracy**  
**(Against all defendants)**

124. Plaintiff repeats and re-alleges each foregoing allegations of the complaint as if fully set forth herein.

125. Each of the Defendants acted in conspiracy with the other to commit the defamation, tortious interference, and unlawful activity alleged herein.

126. All Defendants agreed and acted in concert to defame Halvorssen and to destroy his relationship with Huffington Post and Forbes. D'Agostino acted in concert with Derwick, Betancourt, and Trebbau in sending the November 20, 2012 letters to Forbes and Huffington

Post. D'Agostino never presented Halvorssen with any evidence of the purported propriety of Derwick's finances. On information and belief, D'Agostino made misrepresentations that documents and information in his possession reflected the sound business practices of Derwick only to buy Derwick, Trebbau, and Betancourt time, and prevent Halvorssen from presenting his story to Forbes before Derwick, Trebbau, and Betancourt could cause their defamatory, tortious and unlawful communications to be sent on November 20, 2012.

127. Moreover, D'Agostino worked with Derwick, Trebbau, and Betancourt in the prosecution of the Banco Venezolano Case that the November 20 letters purportedly relied on. On information and belief, this was because he had a vested financial and equity interest in the outcome of the lawsuit and was a real party in interest in that litigation. Specifically, Halvorssen sent a text message to D'Agostino shortly after the November 20 letters which essentially stated: 'forewarned is forearmed.' Halvorssen now understood that D'Agostino was working with Derwick, D'Agostino, and Betancourt to defame and injure Halvorssen, and that Halvorssen now understood who he was dealing with. On information and belief, D'Agostino relayed this message to Betancourt, Trebbau or their counsel in the Banco Venezolano Case. In the amended Complaint in that case, Defendants characterized this text message as a "threatening text message [sent] to *a colleague of Derwick's President.*" (Emphasis added.) Of course, this "colleague" was D'Agostino.

128. D'Agostino's overt acts in furtherance of the conspiracy against Halvorssen included, on information and belief, buying enough time to prevent Halvorssen from submitting an article before the November 20 letters were sent, and working with Derwick, Betancourt, and Trebbau to intimidate potential American publishers and prevent them from publishing truthful articles about Defendants' misdeeds.

129. Defendants' civil conspiracy was the direct cause of damage to Halvorssen's future income as a journalist and damage to his reputation.

**Prayer for Relief**

130. Wherefore, Plaintiff respectfully seeks a judgment against Defendants as follows:

- (a) awarding Plaintiff compensatory damages against all Defendants in an amount to be determined at trial;
- (b) awarding Plaintiff costs and disbursements of this action, together with attorney's fees; and
- (c) granting such other and further relief as is equitable, just, and proper.
- (d) Plaintiff will also seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

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*Pro Hac Vice Admission Pending*

In accordance with Florida Rule of Civil Procedure 1.080, and Florida Rule of Judicial Administration 2.516, Plaintiff's counsel hereby designate their Primary e-mail addresses and request that copies of all orders, process, pleadings, and other documents filed or served in this matter be served on them at the Primary E-Mail addresses listed below, which such service by e-mail complying with Rule 2.516(b)(1)(E). Where service of hard copies is to be made in addition to the e-mail service required by new Rule 2.516(b)(1)(A), counsel requests that the copies be served on him at the physical address listed above.

Justin Sobodash: [Justin@Sobodashlaw.com](mailto:Justin@Sobodashlaw.com)

Dated: March 4, 2014



### Exhibit "1"

1. On November 13, 2012, Halvorssen wrote a column for Forbes entitled: "So Sue Me: DC Henchmen of Kazakh Dictator Threatens HRF with Lawsuit." This article discussed how the dictator of Kazakhstan attempted to use public relations firms and law firms in the west to silence his critics, while employing state terror and brutality at home. The article was quoted on <http://registan.net>, a website catering to academics and other specialists and enthusiasts for the region of Central Asia. The article was reprinted by Anwar Ibrahim, the most prominent opposition leader in Malaysia, on his blog concerned with human rights, freedom, democracy, governance, Islam and the need for accountability. Tellingly, the reprint leads with "FROM FORBES."

(<http://anwaribrahimblog.com/2012/11/14/so-sue-me-dc-henchman-of-kazakh-dictator-threatens-hrf-with-lawsuit>). It was reprinted at [www.pittand.com](http://www.pittand.com), the blog of a preeminent investment firm.

(<http://www.pittand.com/rss/news/So+Sue+Me%3A+DC+Henchman+of+Kazakh+Dictator+Threatens+HRF+with+Lawsuit>). It was also reprinted at [www.schwarkreport.com](http://www.schwarkreport.com), a popular news site (<http://www.schwarkreport.com/news/so-sue-me-dc-henchman-of-kazakh-dictator-threatens-hrf-with-lawsuit>). It was quoted on Sue News, a website focusing on frivolous lawsuits. ([http://sue.rsspump.com/?topic=so-sue-me-dc-henchman-of-kazakh-dictator-threatens-hrf-with-lawsuit&key=20121113180313\\_14d83d706db3f29e05404f769d1f81e4](http://sue.rsspump.com/?topic=so-sue-me-dc-henchman-of-kazakh-dictator-threatens-hrf-with-lawsuit&key=20121113180313_14d83d706db3f29e05404f769d1f81e4)). It was also reprinted on [www.samachar.com](http://www.samachar.com), an Indian news website (<http://www.samachar.com/So-Sue-Me-DC-Henchman-of-Kazakh-Dictator-Threatens-HRF-with-Lawsuit-mInvNwcibfe.html>).

2. Halvorssen's "League of Human Rights Defenders" was quoted in Human Events Online on December 23, 2012.

3. On August 12, 2012, Halvorssen published "Requiem for a Reprobate: Ethiopian Tyrant Should Not Be Lionized." In the wake of the death of Ethiopian dictator Meles Zenawi, Halvorssen refuted the accolades that world leaders including US Ambassador Susan Rice, English leaders Gordon Brown and David Cameron, and billionaire philanthropist Bill Gates showered upon Zenawi following his death. In response, Halvorssen recounted Zenawi's jailing, killing, and exile of critics, censorship, and suppression of civil society. He detailed Zenawi's "Tiananmen Square" after 2005 elections where the opposition won a record number of Parliamentary seats. After opposition supporters took to the streets to celebrate, Zenawi had 193 protestors murdered, and later arbitrarily jailed 40,000 people. Halvorssen lambasted Zenawi's supporters for supporting, in the words of *The New York Review of Books*, "appalling cruelty in the name of social progress." This was the sixth most read story on Forbes on August 23, 2012. Ethiopians reacted with gratitude to Halvorssen's exposure of the tyrant Zenawi, his article was re-published on [www.ethionews24.com](http://www.ethionews24.com), (<http://www.ethionews24.com/requiem-for-a-reprobate-ethiopian-tyrant-should-not-be-lionized>) and The Ethiopia Observatory, a website dedicated to building a more democratic Ethiopia (<http://ethiopiaobservatory.com/tag/bill-gates/>). This article was tweeted by Ethan Zuckerman, the director of the MIT Center for Civic Media, and a widely acclaimed media scholar, blogger, and internet activist. (<https://twitter.com/EthanZ/status/238409866933334016>). It was also featured on the popular news website Top News Today (<http://us.topnewstoday.org/us/article/3136533/>).

4. On July 3, 2012, Halvorssen authored an article for Forbes entitled “Paraguay is not Honduras: President Lugo’s Impeachment was not a Coup.” In this article, he noted that the Paraguayan Parliament had followed proper constitutional procedure in removing its President Fernando Lugo. This article was cited as authority in an August 27, 2012 publication by the Council on Hemispheric Affairs, a leading research and information organization concerned with common interests of Northern, Central, and South America. It was cited in several Paraguayan media sources and several media sources. The article was the topic of discussion on an episode of CNN en Vivo, televised on June 27, 2012. In a July 7, 2013 article on Foxnews.com, the article was quoted in support of the United States’ position, shared by then Secretary of State Hillary Clinton, that the United States should not have intervened more directly in the impeachment.
5. On December 29, 2011, Halvorssen published an article exposing Western information, communications, and technology companies’ role in selling to authoritarian regimes the means of spying on their citizens, censorship, and even locating dissidents so they could be captured and executed. This article, dealing precisely with the crossroads between human rights and corruption, was re-printed on the ABC News website, Technology News, along with the Business News websites Experts BTO News and Bullfax.com.
6. On December 9, 2011, Halvorssen published an article in Forbes entitled “How Do We Achieve Peace?” The article was quoted and discussed by Whoopi Goldberg, Barbara Walters, and Elisabeth Hasselbeck on the morning television talk show “The View” on December 15, 2011, and reprinted on the World Policy Institute website.

7. Halvorssen's articles for Huffington Post were also effective in spreading news concerning human rights abuses. One such article was published in Huffington Post on November 23, 2011, entitled: "United Nations: It's Okay to Kill the Gay." This was a prescient article, as Halvorssen criticized the United Nations' removal of "sexual minorities" from a special resolution list of extrajudicial, arbitrary, and summary executions, which should be abolished. Russia voted to remove protection for gays and lesbians and other sexual minorities. Today, Russia is engaged in an unforeseen criminalization of speech concerning homosexuality, and an increasingly brutal crackdown on gay, lesbian, and transgendered people.