

IN THE CIRCUIT COURT OF THE  
11<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. \_\_\_\_\_

12-36297 CA 11

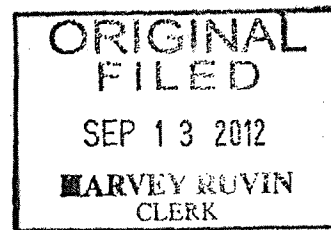
DERWICK ASSOCIATES CORPORATION,  
LEOPOLDO ALEJANDRO BETANCOURT  
LOPEZ and PEDRO TREBBAU LOPEZ,

Plaintiffs,

v.

VENEZOLANO DE CREDITO, S.A.,  
BANCO UNIVERSAL, OSCAR GARCIA  
MENDOZA, RAFAEL ALFONZO  
HERNANDEZ and JOHN DOES 1-10,

Defendants.



COMPLAINT

Plaintiffs Derwick Associates Corporation (“Derwick”), Leopoldo Alejandro Betancourt Lopez (“Betancourt”) and Pedro Trebbau Lopez, (“Trebbau”) (collectively, “Plaintiffs”), by and through their attorneys, Kasowitz, Benson, Torres & Friedman LLP, for their Complaint against defendants Venezolano De Credito, S.A., Banco Universal (“Banco Venezolano”), Oscar Garcia Mendoza (“Garcia Mendoza”), Rafael Alfonzo Hernandez (“Alfonzo Hernandez”) and John Does 1-10 (collectively, “Defendants”), allege, upon personal knowledge as to themselves and otherwise upon information and belief, as follows:

NATURE OF ACTION

1. This action arises from Defendants’ egregiously false and defamatory statements concerning Plaintiffs, which are being posted on the Internet website [www.Wikianticorruption.org](http://www.Wikianticorruption.org) (the “WAC Website”), for the intentional, unlawful and malicious

purpose of attempting to injure and destroy Plaintiffs' personal, professional and business reputations.

2. Defendants, conspiring and acting in concert, have engaged and continue to engage in an intentional, unlawful and malicious public Internet campaign to defame and damage Plaintiffs by disseminating knowingly false information about Derwick's two principal shareholders and directors, Betancourt and Trebbau, Derwick's other directors, and Derwick's business practices. Defendants' egregious disinformation campaign falsely and maliciously accuses Plaintiffs of committing serious crimes, including but not limited to, money laundering, fraud, extortion, theft of hundreds of millions of dollars and partnering with corrupt politicians to profit from "illicit businesses."

3. In addition to falsely accusing Plaintiffs of engaging in such serious crimes, Defendants' defamatory and malicious statements and conduct, includes, among other things, the publication of Betancourt's photograph, personal address and passport number on the WAC Website -- and similar personal information of Derwick's other board members -- in connection with the dissemination of such Defendants' egregious falsehoods. Defendants also have disseminated false and malicious rumors widely in the market in the United States, Europe and South America, including, for example, rumors that, as a result of their numerous "crimes," Plaintiffs' are being pursued by law enforcement authorities in the United States. Those defamatory statements have been repeated literally hundreds of times on other Internet sites, Twitter and various news outlets, including an August 10, 2012 two-page article in *Reporte Diario de la Economía*, a well-respected and widely read Venezuelan financial newspaper.

4. The mastermind of this defamatory campaign is defendant Garcia Mendoza. Garcia Mendoza is the President, Chairman of the Board of Directors and Executive Committee,

and a significant shareholder of defendant Banco Venezolano. Garcia Mendoza, among other things, secretly initiated and has provided the financing for the WAC Website and, acting in concert with his co-conspirators, the other Defendants in this action, controls and directs its defamatory and destructive content.

5. Defendant Garcia Mendoza, through his intermediaries, expressly and recently threatened to use his vast resources and influence and any means necessary to destroy Derwick, Betancourt, Trebbau and anyone else associated with Derwick.

6. One of Garcia Mendoza's co-conspirators, defendant Alfonzo Hernandez, a Banco Venezolano director, has joined Garcia Mendoza in the conspiracy to disseminate false and defamatory information in furtherance of Defendants' malicious attempt to injure and destroy Plaintiffs.

7. Garcia Mendoza, Alfonzo Hernandez and the other defendants also are intentionally exploiting the vast corporate resources of defendant Banco Venezolano and its affiliated entities to conduct and facilitate their unlawful, defamatory conspiracy by, among other things, using Cesar Briceño Lopez ("Briceño Lopez"), Secretary of Banco Venezolano's Board of Directors and Executive Committee, to serve as the WAC Website's webmaster.

8. Defendants' defamatory statements are palpably false and are clearly intended to defame and publicly humiliate Plaintiffs and to destroy their current and prospective business and banking relationships, which are indispensable to the operation, expansion and success of Derwick. Defendants' defamatory conspiracy, as willfully intended by Defendants, has caused substantial, irreparable and clear damage and harm to Plaintiffs' reputation and business.

9. Defendants are liable for their tortious, false and defamatory statements concerning Plaintiffs' business and reputation and for all the damages proximately caused to

their reputation and business by Defendants' egregious misconduct. While the full extent of those damages will be established at the trial of this action, those damages exceed \$200 million. Plaintiffs are also entitled to injunctive relief enjoining Defendants from continuing their malicious defamatory conspiracy and campaign.

#### **THE PARTIES**

10. Plaintiff Derwick Associates Corporation ("Derwick") is incorporated under the laws of Barbados and is in the business of offering and providing engineering, procurement and construction ("EPC") services to power plant companies in Venezuela and other countries in South America. Those services include, among other things, the direct or indirect procurement of power plant equipment, such as turbines, from major U.S. and European companies, including General Electric, Pratt & Whitney, Rolls Royce, Wood Group and ProEnergy Services. Derwick employs over 100 professionals, and its contractors and subcontractors employ over 2,000 people.

11. Derwick's Board of Directors includes Leopoldo Alejandro Betancourt Lopez, Pedro Trebbau Lopez, Edgard Romero Lazo, Iker Candina, Orlando Alvarado and Domingo Xavier Guzman Lopez.

12. Plaintiff Leopoldo Alejandro Betancourt Lopez ("Betancourt") is the co-founder and President of Derwick and resides in Venezuela. Betancourt holds a Bachelor's degree in international economics from Suffolk University in Massachusetts.

13. Plaintiff Pedro Trebbau Lopez ("Trebbau") is the co-founder and Vice-President of Derwick and resides in Venezuela. Trebbau graduated with honors and a degree in Biochemistry from Boston College.

14. Defendant Venezolano De Credito, S.A., Banco Universal (“Banco Venezolano”) is incorporated under the laws of Venezuela and its principal place of business is Caracas, Venezuela. Banco Venezolano has transacted business in Florida, directly or indirectly, for over a decade. In 2001, Banco Venezolano sought and obtained authorization to transact business in Florida through an international representative office, and from 2001 through at least 2006, maintained a business address at 1111 Brickell Avenue, Suite 1575, Miami, Florida 33131. Banco Venezolano also incorporated a broker-dealer, Venecredit Securities Inc. (“Venecredit”), under the laws of the State of Florida in 2001, and from 2001 through at least 2006, operated Venecredit as a wholly-owned affiliate of Banco Venezolano. Venecredit continues to maintain a business address at 1111 Brickell Avenue, Suite 1575, Miami, Florida 33131. Banco Venezolano and Venecredit currently do business through a web of companies, including VBT Holdings Ltd. and VBT Bank & Trust Ltd.

15. Defendant Oscar Garcia Mendoza (“Garcia Mendoza”) is Banco Venezolano’s President, Chairman of Banco Venezolano’s Board of Directors and Executive Committee, and a significant shareholder of Banco Venezolano. Garcia Mendoza resides in Venezuela and maintains substantial business interests in Florida, including, but not limited to: (a) serving as a director of Florida-based Novopayment Inc., a prepaid card service provider, which is located at 1111 Brickell Avenue, Suite 1580, Miami, Florida 33131, the same address as Banco Venezolano and Venecredit; and (b) serving as a director of Florida-based Campo Claro Investments Inc., which was incorporated in Florida on May 12, 2011, purchased real estate in Miami in July 2011, and maintains a registered office at 1200 S. Pine Island Road, Plantation, Florida 33324.

16. Defendant Rafael Alfonzo Hernandez (“Alfonzo Hernandez”) is a shareholder and director of Banco Venezolano. Alfonzo Hernandez resides in Venezuela and maintains substantial business interests in Florida, including, but not limited to: (a) serving as a manager of Alfistais LLC, which was incorporated in Florida on October 11, 2010, and is located at 3801 Bridgewood Drive, Boca Raton, FL 33434, and (b) owning real estate in Florida, including property located at 1105 West Cypress Drive, Pompano Beach, FL 33069.

17. Defendants John Does 1-10 are unknown defendant co-conspirators who, in addition to the above-named Defendants, participated in the conspiracy and campaign to disseminate false and defamatory information about Plaintiffs on the WAC Website. Because the names of Defendants John Does 1-10 currently are unknown, Plaintiffs assert the claims against those Defendants under such fictitious names. As soon as Plaintiffs learn the actual identities of those persons, Plaintiffs will amend or, if necessary, seek leave to amend this Complaint and add them as Defendants in this action.

#### **JURISDICTION AND VENUE**

18. The Court has jurisdiction over this matter because the amount in controversy exceeds \$15,000, exclusive of interest, costs and attorneys’ fees.

19. Jurisdiction and venue are proper in this Court, pursuant to § 48.193(1)(b), Fla. Stat., because Defendants committed tortious acts in Miami-Dade County, Florida.

20. Jurisdiction and venue are also proper in this Court pursuant to § 48.193(2), Fla. Stat., because, among other things, Defendants, individually and through their agents, are engaged in substantial and not isolated activities within the State of Florida and they own, manage, direct, operate and/or control several Florida entities and/or own real and personal property in Florida.

## FACTS

### A. Overview of Derwick

21. 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, and both serve on Derwick's Board of Directors.

22. Betancourt manages a team of over one hundred professionals who are operating in connection with fifteen different projects throughout Venezuela. He also is 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.

23. Betancourt has many years of professional experience in energy sales, extensive deal experience, and engineered some of the largest and most complex energy/EPC transactions in Venezuela. Before co-founding Derwick, Betancourt served as a Director for BGB/GESCA, a Venezuela-based affiliate of Japan-based Kawasaki Heavy Industries Ltd., one of the world's largest manufacturers of heavy equipment. During his tenure at BGB/GESCA, Betancourt was involved in the purchase, sale and installation of more than thirteen turbines throughout Venezuela, generating over US\$ 20 million in revenue. Betancourt also has been appointed an external consultant for Gazprom and Gazprombank for their operations in the Andean Region.

24. In or about January 2007, Betancourt left BGB/GESCA to launch his own company for purposes of engaging in the EPC services business serving the Venezuelan and foreign energy markets.

25. Betancourt subsequently recruited plaintiff Trebbau. Trebbau has extensive experience in the energy industry in Venezuela, including the procurement and sale of electrical equipment capable of generating in excess of 2,000 megawatts of energy. Trebbau has primary

responsibility for the supervision of operations 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 ("Alvarado"), managing the day-to-day relationships with Derwick's international banks.

26. Before joining Derwick, Trebbau was Product Researcher and Project Manager for Procter & Gamble de Venezuela. Trebbau was the project leader for Procter & Gamble's first global initiative for Latin America.

27. Other members of Derwick's core management team have many years of leadership experience in EPC, construction, private financing and related energy services businesses. Derwick's Directors of Operations, Edgard Romero Lazo ("Romero Lazo") and Iker Candina ("Candina"), have more than 30 combined years of experience in the Venezuelan energy sector. Romero Lazo formerly served as Director of Operations for Petrolago (one of the largest EPC firms in Latin America), the President of Petrosuministros (a general EPC contractor with over 20 years of experience developing civil and energy related projects), and as a Director of Energy and Petroleum for the Chamber of Engineers in Venezuela. Candina, among other things, formerly served for more than seven years with the Venezuelan national oil company, and served in a senior position working in the largest oil refinery in Venezuela.

28. Derwick's Chief Financial Officer, Alvarado, has extensive structured and leveraged finance experience. He was responsible for structuring over US\$ 10 billion in bond underwriting for corporate and governmental entities. Alvarado has worked on over thirty capital markets, syndicated loans, structured and bilateral loans and acquisition finance transactions across the region, advised and financed some of the highest profile energy



acquisitions in Latin America in 2006 and 2007, and was responsible for recommending the approval and supervising the day-to-day management and surveillance of over US\$ 2 billion in loans to Latin American companies.

**B. Derwick's Strategy and Initial Success**

29. When Derwick commenced operations in Venezuela, there was an increasing demand for thermal energy equipment as a result of the accelerated increase in energy consumption within the country that could not be met by the country's hydroelectric power plants. The original equipment manufacturers ("OEMs") of the thermal energy plant equipment, large multi-national corporations, however, generally refused to conduct business directly with the Venezuelan-controlled entities that controlled the Venezuelan energy industry because of the credit risk and a refusal to accept the payment terms of those entities. Under those payment terms, the energy companies typically would pay only 10% of the value of the equipment as a down payment and would not pay the remaining 90% until approximately one year after delivery of the equipment.

30. Because it was a new entrant in the energy market, Derwick conducted a comprehensive analysis of the market and its competitors and developed a strategy specifically tailored to attempt to develop and increase its industry market share. As a result, 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.

31. 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 with the capability and capacity to supply the

necessary equipment. To place an order to “reserve” a standard turbine from one of the those OEMs, Derwick generally was required to purchase and provide the OEM 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.

32. 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. Very few of Derwick’s competitors agreed to provide similar services to clients after the sale of the equipment. This was a critical and invaluable service for clients for many reasons. Among other things, it obviated the need for additional discussions or negotiations concerning warranties and guarantees for the equipment.

33. These services also provided increased certainty regarding performance of the equipment, which is critical in large-scale energy projects. Typically, if the sale and installation services are provided by different companies and a problem arises, it is difficult to identify the genesis of the problem. The seller of the equipment may blame the installer, and the installer of the equipment may blame the seller. Derwick recognized that the nature of the market presented

an opportunity to provide EPC services that would supply substantial and unparalleled value for the client.

34. Additionally, because 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.

35. 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.

36. Based on the careful implementation and execution of its strategy, Derwick was awarded twelve competitively-bid EPC contracts beginning in 2008.

**C. The Venezuelan Energy Crisis of 2009**

37. Venezuela is one of the world's largest generators of -- and historically has been heavily dependent on -- hydroelectric energy. In 2009, one of the worst droughts in decades crippled the power plants that supplied most of Venezuela's energy, plunging cities into darkness and forcing severe rationing to avert nationwide blackouts and paralysis. That crisis further increased the need and demand for the development of new thermal energy power plants. The development of such plants, however, was hindered by the complex, regulatory process governing the submissions of bids, and the granting of contracts, for the engineering, procurement and construction of those new plants.

38. In response to this national crisis, on February 8, 2010, the Venezuelan government declared an “energy emergency” and enacted a special decree known as Gaceta Oficial 39.363, which, among other things, relaxed certain of the existing onerous and time-consuming bidding procedures and regulations that governed all purchases of power equipment by the government-controlled entities. At that time, Derwick was uniquely positioned to assist in ameliorating the energy crisis because it had developed a strong track record in the Venezuelan energy market, a strong relationship of trust with the OEMs in the United States and Europe, and also had developed extensive experience in the procurement of thermal plant turbines and related energy equipment on a reliable and expeditious basis.

39. During this time, Derwick participated in the competitive bidding process with respect to EPC of thermal power plants as well as the operation and maintenance of those plants. Because of its significant competitive advantage, including, among other things, the strength of its execution in connection with the provision of procurement services and absence of many competitors capable or willing to provide the full range of engineering, procurement and construction services, Derwick was successful during that bidding process. Between 2009 and 2010, Derwick submitted more than 25 bids on EPC projects and received EPC contracts on twelve of those projects.

40. Derwick’s strategy with respect to the EPC bids was an extension of its successful earlier strategy with respect to its procurement work: Derwick offered the clients competitively priced bids, accepted the credit risk and payment terms associated with the contracts, and included broad warranties and guarantees with respect to sales and installation of power equipment. In addition, Derwick’s completion rate with respect to EPC contracts is one of the highest in the industry in Venezuela.

41. Despite its relatively recent entry into the market, Derwick is now widely recognized as one of the top EPC contractors in the country.

**D. The Defamatory WAC Campaign**

42. Defendants' conspiracy and campaign to spread false and defamatory information concerning Derwick, Betancourt and Trebbau, began as isolated attacks on Facebook, Twitter and e-mail, but rapidly escalated to a highly-organized and aggressive conspiracy and campaign to defame Plaintiffs and anyone associated with Derwick.

43. On or about August 2, 2012, an article containing numerous false and defamatory statement concerning Plaintiffs was posted on the WAC Website.

44. The WAC Website -- which has no affiliation with the "Wikipedia" website -- was initiated, founded and is financed, operated and controlled by defendant Garcia Mendoza and the defendant co-conspirators. To ensure further Defendants' direction and control over the content of the WAC Website, Garcia Mendoza installed Briceño Lopez, the Secretary of the Board of Directors for Banco Venezolano and its Executive Committee, to serve as the WAC Website's webmaster. The webmaster of a website exercises virtually complete control of the content over the website and also in many instances manages the administrative access, which effectively enables the webmaster to restrict those who may have access to the website for any purposes.

45. The WAC Website is being hosted in a virtual server operated by Page.ly, which is located in a data center owned by Firehost.com, a cloud-hosting company based in Dallas, Texas. Page.ly is owned by Obu Web Technologies, Inc. The WAC Website was registered through GoDaddy.com.

46. The WAC Website is being exploited by the Defendants to disseminate anonymously their egregiously false and defamatory information against Plaintiffs on the

Internet with the clear expectation that they will be able to escape all responsibility and accountability for the enormous harm they willfully are inflicting upon Derwick, Betancourt and Trebbau.

47. Defendant Garcia Mendoza and the other co-conspirator defendants, directly or indirectly, through intermediaries such as the webmaster Briceño Lopez, write, review and post the defamatory articles to the WAC Website, whose sole and unlawful purpose is to attempt to destroy the reputation, integrity and business of Plaintiffs.

48. The defamatory statements made publicly by Defendants about Plaintiffs on the WAC Website (a copy of which, including an English translation, is attached hereto as Exhibit A) include, but are not limited to, the following:

- (a) Plaintiffs “*launder[ed] the money originating from oil and electricity corruption<sup>1</sup> and join[ed] illegal financial deals*” through their “associat[ion] ... with **Caesar Camejo** to purchase **Casa Propia**.” (bold emphasis in original)
- (b) After Casa Propia closed in 2010, Plaintiffs “found another Venezuelan financial entity through which they continued to *launder the money that was the product of their crimes*.”
- (c) Plaintiffs “were involved in the **theft of 500 million dollars**” from another Venezuelan corporation, Corporacion Venezolana de Guayana (CVG). (emphasis in original)
- (d) Plaintiffs have “*stole[n] the amount of one point three billion dollars (\$1.3 BILLION)*” from CVG. (bold emphasis in original)
- (e) Plaintiffs are part of a “*criminal group*” that have amassed a “pot ... [of] up to about two billion dollars (US\$ 2.0 billion) ... through which [they] *launder money* by making investments.”
- (f) Betancourt, as “the gang’s boss, would be the owner of the most so-called *pot*, circa \$800 million, which he has put into international banks....”
- (g) “At the present time, [Plaintiffs] are out of the country, as it seems that they are being investigated by the intelligence agencies. However, because of

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<sup>1</sup> All emphasis is supplied, unless otherwise stated.

[Plaintiffs'] relationships with high government officials and the Public Prosecutor's Office, and also due to the immense amount of money that they have available for bribes, this investigation would appear to be frozen. That's is [sic] not the case with the U.S. intelligence agencies, which follow the trail."

- (h) Plaintiffs, "*without a tender*" improperly obtained "*contracts for over 3 billion dollars.*"
- (i) Plaintiffs profited from numerous "*obscene illegal business.*"
- (j) Plaintiffs are part of "[a] *new group of private sector criminals* in association with corrupt government employees..."
- (k) Plaintiffs have engaged in "*illegal activities*" that have generated "*illegal earnings* for the brokers, among them, relatives of Betancourt" that may amount to "close to 60 million dollars."
- (l) "This entire fortune was made in less than three years and with absolutely high profile, trampling on and *threatening even journalists with total impunity*, while [Betancourt] was supported by his good relationships with police officers, public prosecutors, governors and ministers."
- (m) Plaintiffs *committed "crimes"* by operating two companies at the same time and "buy[ing] [oil] shipments below international prices..."
- (n) Betancourt purchased a hunting estate for "**\$24 million dollars** ... through the same company that he *scammed the country* with during the electricity emergency: **Derwick Associates!**" (emphasis in original)
- (o) A "gang led by [Betancourt] ... [i]n the most public manner, as if it concerned a legal business ... is *trafficking in coltan.*" (Mining the mineral coltan, a vital raw material for high-tech manufacturers worldwide, is illegal in Venezuela.)
- (p) "Through the **Listo Shipping Co 1 s.a.** ... [Plaintiffs] purchased a cargo ship which not only transported diesel to the Caribbean islands for illegal sale, but it also smuggled shipments of coltan [tantalite] from Guyana."

(Together, the statements identified in sub-sections (a) through (p) of this paragraph are referred to as the "WAC Defamatory Statements.")

49. Each of the WAC Defamatory Statements is patently and egregiously false.

50. The WAC Website is publicly visible and accessible from any Internet search engine on every web browser, and has been accessed by users in Miami-Dade County, Florida.

Each of Defendants' WAC Defamatory Statements is accessible by every Internet user, including users in Miami-Dade County, and companies and individuals critical to Derwick's business, including OEMs, suppliers and banks in the United States and Europe and Derwick's current and future employees, contractors and employees.

**E. Defendants' False and Defamatory Statements Are Continuing and Spreading**

51. On August 10, 2012, Reporte Diario de la Economia, a financial Venezuelan newspaper, dedicated two full pages of the newspaper to repeating and further disseminating Defendants' WAC Defamatory Statements. Those statements now have been disseminated beyond the anonymous blogosphere to the general population and the U.S. (including Miami-Dade County) and international media. (A copy of Reporte Diario de la Economia's article, including an English translation, is attached hereto as Exhibit B.)

52. On August 10, 2012, Daniela Portugnuolo, the wife of Briceño Lopez, Secretary of Banco Venezolano's board and WAC Website's webmaster, repeatedly "tweeted" a virtual recitation of certain of the WAC Defamatory Statements under the assumed Twitter account name "daniporta." (A copy of Ms. Portugnuolo's Tweets, including an English translation, is attached hereto as Exhibit C.)

53. Garcia Mendoza similarly has used his Twitter account to defame Plaintiffs. For example, since the initial publication of the WAC Defamatory Statements, Garcia Mendoza repeatedly has sent Tweets defaming Plaintiffs and containing a link to the WAC Website to some of the most important international business leaders. (A copy Garcia Mendoza's Tweets, including an English translation, is attached hereto as Exhibit D.)



54. Since the WAC Website's posting, Defendants' false and defamatory statements regarding Plaintiffs have remained available to millions of Internet users and any person who runs a search on any Internet search engine using the names of any of the Plaintiffs.

55. Defendants' use of the WAC Website to defame third parties violates the express terms of the Usage Policies of Page.ly, Firehost.com and GoDaddy.com. Defendants' posting and tweeting of defamatory information from the WAC Website also violates the express terms of the Usage Policy of Twitter.

56. Plaintiffs have no means of removing these egregiously false and defamatory statements from the WAC Website and the Internet.

57. This unlawful conduct already has caused substantial harm to Derwick. Solely as a result of these false and defamatory statements, certain of the banking relationships of Derwick, its directors and shareholders have been materially affected. Defendants' unlawful and malicious overall objective is to attempt to disrupt Derwick's important banking relationships and to prevent Derwick from continuing to conduct business and to fulfill its contractual obligations and thereby attempt to destroy the company.

58. As a direct result of Defendants' outrageous, unlawful and malicious conduct and absent the intervention of this Court: (a) Plaintiffs' well-earned goodwill, reputation, business relationships and prospective business relationships will continue to be harmed, if not destroyed, (b) Plaintiffs' rights will continue to be violated, and (c) Derwick will continue to suffer the loss of substantial business and its prospective business opportunities will be irreparably harmed.

**COUNT I**

**(DEFAMATION OF DERWICK)**

59. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

60. Defendants published false and defamatory statements about Derwick.

61. The false and defamatory statements concerning Derwick, including the WAC Defamatory Statements, constitute defamation and/or defamation *per se*.

62. The false and defamatory statements published by Defendants regarding Derwick, as reasonably understood, impugn the integrity and competence of Derwick, discredit Derwick's business methods, undermine the confidence of the public and Derwick's clients and prospective clients in Derwick's business, discourage Derwick clients and prospective clients from seeking Derwick's services, injure Derwick in its business.

63. Defendants knew or reasonably should have known that the statements, including each of the WAC Defamatory Statements, were false at the time they were posted to the WAC Website, and continue to be false and Defendants have no evidence to the contrary.

64. The WAC Defamatory Statements were made maliciously, knowingly, willfully and in conscious disregard of Derwick's rights, and were specifically intended to -- and did -- cause damage to Derwick's reputation and business.

65. Derwick has suffered, and continues to suffer, immediate and substantial damages as a result of these defamatory statements.

66. By reason of the foregoing, Derwick is entitled to compensatory damages in an amount to be determined at trial, but not less than \$200 million.

67. Derwick also will seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

## COUNT II

### (DEFAMATION OF BETANCOURT)

68. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

69. Defendants published false and defamatory statements about Betancourt.

70. The false and defamatory statements concerning Betancourt, including the WAC Defamatory Statements, constitute defamation and/or defamation *per se*.

71. The false and defamatory statements published by Defendants regarding Betancourt, as reasonably understood, impugn the integrity and competence of Betancourt, discredit Betancourt's method of conducting business, undermine the confidence of the public and Derwick's clients and prospective clients in Betancourt and his business as President of Derwick, discourage Derwick clients and prospective clients from seeking Derwick's services, injure Betancourt's reputation and thereby Derwick in its business.

72. Defendants knew or reasonably should have known that the statements, including each of the WAC Defamatory Statements, were false at the time they were posted to the WAC Website, and continue to be false and Defendants have no evidence to the contrary.

73. The WAC Defamatory Statements were made maliciously, knowingly, willfully and in conscious disregard of Betancourt's rights, and were specifically intended to -- and did -- cause damage to Betancourt's character, reputation and business.

74. Betancourt has suffered, and continues to suffer, immediate and substantial damages as a result of these defamatory statements.

75. By reason of the foregoing, Betancourt is entitled to compensatory damages in an amount to be determined at trial, but not less than \$50 million.

76. Betancourt also will seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

### COUNT III

#### **(DEFAMATION OF TREBBAU)**

77. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

78. Defendants published false and defamatory statements about Trebbau.

79. The false and defamatory statements concerning Trebbau, including the WAC Defamatory Statements, constitute defamation and/or defamation *per se*.

80. The false and defamatory statements published by Defendants regarding Trebbau, as reasonably understood, impugn the integrity and competence of Trebbau, discredit Trebbau's method of conducting business, undermine the confidence of the public and Derwick's clients and prospective clients in Trebbau and his business Derwick's Director of Operations, discourage Derwick clients and prospective clients from seeking Derwick's services, injure Trebbau's reputation and thereby Derwick in its business.

81. Defendants knew or reasonably should have known that the statements, including each of the WAC Defamatory Statements, were false at the time they were posted to the WAC Website, and continue to be false and Defendants have no evidence to the contrary.

82. The WAC Defamatory Statements were made maliciously, knowingly, willfully and in conscious disregard of Trebbau's rights, and were specifically intended to -- and did -- cause damage to Trebbau's character, reputation and business.

83. Trebbau has suffered, and continues to suffer, immediate and substantial damages as a result of these defamatory statements.

84. By reason of the foregoing, Trebbau is entitled to compensatory damages in an amount to be determined at trial, but not less than \$50 million.

85. Trebbau also will seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

#### **COUNT IV**

##### **(TORTIOUS INTERFERENCE WITH CONTRACT)**

86. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

87. Beneficial contractual relationships exist between Derwick and, among others, its clients, suppliers and banks, under which Derwick has legally enforceable rights.

88. Defendants knew of such beneficial contractual relationships between Derwick and these third-parties.

89. By publishing the WAC Defamatory Statements and using Banco Venezolano's resources, including but not limited to appointing the Secretary of Banco Venezolano's board as the WAC Website's webmaster, Defendants intentionally and unjustifiably sought to interfere with Derwick's beneficial contractual relationships by impugning its integrity and competence, discrediting Derwick's business methods, undermining the confidence of the public and Derwick's clients and prospective clients in Derwick's business, deterring Derwick clients and prospective clients from using Derwick's services and injuring Derwick in its business.

90. As a direct and proximate result of Defendants' wrongful interference with Derwick's contracts with its clients, suppliers and banks, and various other counterparties,

Derwick, Betancourt and Trebbau have suffered, and continue to suffer, immediate and substantial damages, including but not limited to having certain of their banking relationships materially affected, hindering their ability to conduct business and fulfill their present and future contractual obligations.

91. By reason of the foregoing, Derwick is entitled to compensatory damages in an amount to be determined at trial, but not less than \$200 million.

92. Plaintiffs also will seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

#### COUNT V

##### **(TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS)**

93. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

94. Plaintiffs have developed and maintain ongoing and existing business relationships with their clients, suppliers, banks and counterparties. Plaintiffs also maintain prospective relationships with potential clients.

95. Defendants had knowledge and are expressly aware of these existing and prospective business relationships.

96. By publishing the WAC Defamatory Statements and using Banco Venezolano's resources, including but not limited to appointing the Secretary of Banco Venezolano's board as the WAC Website's webmaster, Defendants intentionally and unjustifiably sought to interfere with Plaintiffs' business relationships by impugning their integrity and competence, discrediting Plaintiffs' business methods, undermining the confidence of the public and Plaintiffs' clients and

prospective clients in Plaintiffs' business, deterring Plaintiffs' clients and prospective clients from using Plaintiffs' services, and by injuring Plaintiffs in their business.

97. As a direct and proximate result of Defendants' wrongful interference with Plaintiffs' business relationships and prospective business relationships with their clients, suppliers, banks, counterparties and potential clients, Plaintiffs have suffered, and continue to suffer immediate and substantial damages.

98. By reason of the foregoing, Plaintiffs are entitled to compensatory damages in an amount to be determined at trial, but not less than \$200 million.

99. Plaintiffs also will seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

#### COUNT VI

#### **(DECEPTIVE AND UNFAIR TRADE PRACTICES) (Fla. Stat. § 501.201-213 (2012))**

100. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

101. By publishing the WAC Defamatory Statements, Defendants committed deceptive acts and unfair practices under § 501.201-213, Fla. Stat. by interfering with Plaintiffs' business contracts and relationships, impugning their integrity and competence, discrediting Plaintiffs' business methods, undermining the confidence of the public and Plaintiffs' clients and prospective clients in Plaintiffs' business, deterring Plaintiffs' clients and prospective clients from using Plaintiffs' services, and by injuring Plaintiffs in their business.

102. As a direct and proximate result of the Defendants malicious and deceptive acts and unfair practices, Plaintiffs have suffered, and continue to suffer, immediate and substantial damages.

103. By reason of the foregoing, Plaintiffs are entitled compensatory damages in an amount to be determined at trial, but not less than \$200 million.

## COUNT VII

### (CIVIL CONSPIRACY)

104. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

105. Each of Defendants, together with the others, conspired with respect to Counts I through VI and acted in concert to commit unlawful acts. Defendants conspired to engage in these actions with the unlawful objective of interfering with Plaintiffs' business relationships by impugning their integrity and competence, discrediting Plaintiffs' business methods, undermining the confidence of the public and Plaintiffs' clients and prospective clients in Plaintiffs' business, deterring Plaintiffs' clients and prospective clients from using Plaintiffs' services, and injuring Plaintiffs in their business. Each of Defendants understood the objectives of the scheme, accepted them, and was an active and knowing participant in the conspiracy.

106. Defendants' conspiracy was carried out by the commission of various wrongful and overt acts, including but not limited to, publication of the WAC Defamatory Statements and using Banco Venezolano's resources to finance the operation and maintenance of the WAC Website.

107. As a direct and proximate result of operation and execution of the conspiracy committed by Defendants, Plaintiffs have suffered, and continue to suffer immediate and substantial damages.

108. By reason of the foregoing, Plaintiffs are entitled to compensatory damages in an amount to be determined at trial, but not less than \$200 million.



109. Plaintiffs also will seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

**COUNT VIII**

**(PRELIMINARY AND PERMANENT INJUNCTION)**

110. Plaintiffs repeat and reallege the allegations of paragraphs 1 through 58, inclusive, as if fully set forth herein.

111. Defendants have engaged, and will continue to engage, in this deliberate, extensive and wrongful campaign to defame and damage Plaintiffs by disseminating deliberately false claims on the WAC Website, including the WAC Defamatory Statements, for the willful and malicious purpose of attempting to destroy concerning Plaintiffs' business, business relationships and prospective business relationships.

112. As a result of Defendants' egregiously unlawful conduct, Plaintiffs' business and reputation has been and continues to be irreparably harmed. Derwick is losing or is being threatened with the loss of business, goodwill, and other harm, each of which cannot be adequately remedied by money damages because of the difficulty of quantifying the damages that have been caused and will continue to be caused by Defendants' defamatory, false and malicious conduct.

113. Plaintiffs are entitled to an injunction restraining Defendants from their wrongful conduct.

114. Plaintiffs have no adequate remedy at law.

**PRAYER FOR RELIEF**

115. WHEREFORE, Plaintiffs respectfully seek a judgment against Defendants as follows:

(a) preliminarily and permanently ordering Defendants to remove all material concerning Plaintiffs from the WAC Website;

(b) preliminarily and permanently enjoining Defendants from making any public statements that falsely disparage or defame Plaintiffs, their business and/or their reputation, on the WAC Website or through any other medium;

(c) awarding Plaintiffs compensatory damages in an amount to be determined at trial plus interest and costs, but not less than \$300 million;

(d) awarding Plaintiffs the costs and disbursements of this action, together with attorneys' fees; and

(e) granting such other and further relief as is equitable, just and proper.


(f) Plaintiffs also will seek leave to plead punitive damages pursuant to § 768.72, Fla. Stat.

**DEMAND FOR TRIAL BY JURY**

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

By: 

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*Pro Hac Vice Admission Pending*

In accordance with Florida Rule of Civil Procedure 1.080 (as amended effective September 1, 2012) and Florida Rule of Judicial Administration 2.516 (as enacted effective September 1, 2012), Plaintiffs' 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, with 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 upon them at the physical address listed above.

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