

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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: SKANGA ENERGY & MARINE LIMITED, :
: :
: Plaintiff, : 1:11-cv-04296-DLC
: :
: - against - : ECF
: :
: AREVENCA S.A., PETROLEOS DE VENEZUELA S.A., : **AMENDED COMPLAINT**
: and JAVIER GONZALEZ ALVAREZ, :
: :
: Defendants. :
: :
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Plaintiff, Skanga Energy & Marine Limited (“Skanga” or “Plaintiff”), by its attorneys, Robinson Brog Leinwand Greene Genovese & Gluck P.C., as and for its Complaint, alleges as follows:

NATURE OF THE ACTION

1. This matter involves a nefarious fraudulent scheme of international proportions whereby a Venezuelan oil conglomerate and its confederates defrauded an emerging African based company by promising shipments of much needed petroleum products in consideration for the prepayment of tens of millions of dollars in purported freight charges for shipments of petroleum products that never arrived.

2. In late 2006 and early 2007, Skanga, a newly created entity approved by the Nigerian government to import petroleum, advanced approximately US\$11.2 million in freight and other charges for fraudulently documented oil shipments that were never completed. During a period of over two months, Defendants expressly advised Skanga that substantial shipments of

oil and petroleum products were *en route* to Nigeria and provided authentic-looking documentation to procure payments from Skanga. After inducing Skanga to advance millions of dollars via wire transfer to Defendants' New York banks, however, Defendants failed and refused to deliver any oil to Plaintiff.

3. Defendants, individually and in concert, have refused to refund Skanga's payments of millions of dollars in prepaid freight charges, despite repeated demands and numerous appeals to the Venezuelan government and its Nigerian embassy. Accordingly, Skanga seeks a monetary judgment against Defendants for breach of contract, unjust enrichment, moneys had and received, conversion, fraud, and against Defendant Javier Gonzalez Alvarez for aiding and abetting the fraud and tortious interference with contract.

JURISDICTION AND VENUE

4. This action was originally commenced on July 22, 2008, in the Supreme Court of the State of New York in the County of New York. Defendant Petroleos de Venezuela S.A. removed this action to this Court on June 24, 2011, pursuant to 28 U.S.C. §§ 1441(d), on the grounds that it is a state-owned oil company, and therefore an agency or instrumentality of a foreign state.

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332, as the citizenship of the parties is diverse and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs. This Court also has subject matter jurisdiction over this action pursuant to the commercial activities exception to immunity under the Foreign Sovereign Immunities Act, 28 U.S.C. §1605(a)(2).

6. The Court has personal jurisdiction over Defendants because, as discussed in more detail below, they unilaterally required Plaintiff to make payment under the Contract in

New York, so the funds could be used in connection with their U.S.-based business, and then failed to refund Plaintiff's payments from the New York bank accounts where they had been deposited. Moreover, Defendants maintain bank accounts and regularly conduct business in New York, both directly and through wholly owned subsidiary corporations.

7. At all relevant times, Defendants knew or would reasonably be expected to know that their acts and representations would have consequences in this State.

8. Venue in this action properly lies in the Southern District of New York under 28 U.S.C. § 1391(b)(2), (c), (d), and (f) because a substantial part of the events or omissions giving rise to the claims occurred in this District and the property Defendants have failed to return is located in this District, Defendants are subject to personal jurisdiction in this District, Defendants are aliens, and Defendant Petroleos de Venezuela S.A. is an instrumentality of a foreign state.

THE PARTIES

9. Skanga is a foreign corporation duly organized and existing under and by virtue of the laws of the Country of Nigeria. During all relevant times, Skanga operated with government authorization to import petroleum products.

10. Upon information and belief, defendant Arevenca S.A. ("Arevenca") is a foreign corporation organized and existing under and by virtue of the laws of the Country of Venezuela.

11. Upon information and belief, Arevenca has subsidiary and/or affiliate companies with offices and/or business operations in the United States, including a company called Arevenca USA, Inc.

12. Upon information and belief, defendant Petroleos de Venezuela S.A. ("PDVSA") is a foreign corporation organized and existing under and by virtue of the laws of the Country of Venezuela, with a place of business located at 111 Eighth Avenue, New York, New York 10011.

13. Upon information and belief, PDVSA is owned by the Venezuelan government. It was established for commercial purposes and authorized by the government of Venezuela to conduct business internationally.

14. Upon information and belief, PDVSA has substantial business operations in the United States, including business operations through PDVSA USA, Inc. ("PDVSA USA"), with a business office located at 750 Lexington Avenue, 21st Floor, New York, NY 10022, and through PDVSA's wholly owned subsidiary Citgo Petroleum Corporation ("Citgo"), which has a business office located at 111 Eighth Avenue, New York, NY 10011. Upon information and belief, Citgo has shipping terminals located in Glenmont, NY, and Vestal, NY, through which Citgo supplies service stations through the Northeastern United States, as well as several hundred retail locations in New York state alone.

15. Upon information and belief, Arevenca is a subsidiary, affiliate or agent of PDVSA (Arevenca and PDVSA are sometimes referred to together as "Corporate Defendants"), which during all times relevant to this Complaint acted in concert with PDVSA in connection with the transactions that are the subject of this action and with respect to all dealings with Skanga as set forth herein.

16. Javier Gonzalez Alvarez ("Alvarez") is a natural person who, upon information and belief, at all relevant times was an owner, employee and agent of Arevenca, who by proper and improper means, operated and controlled Arevenca in all material respects concerning the transactions that are the subject of this action and concerning all dealings with Skanga as set forth herein.

17. Upon information and belief, PDVSA is the largest petroleum refining and marketing company in Venezuela, and, in concert with Arevenca, exports petroleum products.

18. Upon information and belief, at all relevant times Defendants regularly conducted business through banks located in the State of New York and, particularly in connection with the transactions that are the subject of this action, have enjoyed the benefit of doing business within the State of New York.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

19. In or about 2006, Skanga was introduced to the Corporate Defendants by the Venezuelan government's Nigerian consulate. Representatives of Skanga, including but not limited to Mr. Christian Imoukhuede, met in Nigeria with Venezuelan government personnel, including but not limited to Enrique Arrundell, who was then and at all times relevant to this complaint, Venezuela's trade consul to Nigeria. Arrundell was subsequently promoted to the position of Venezuelan ambassador to Nigeria.

20. Representatives of Skanga and the Venezuelan government discussed a potential contract, in which Skanga would purchase petroleum products from PDVSA (the "Transaction"). Arrundell informed Imoukhuede that in order for Skanga to do business with PDVSA, Skanga was required to work with a PDVSA agent corporation. Skanga would deal directly with the agent, which in turn would represent, speak for and bind PDVSA in the Transaction. Arrundell told Skanga that Arevenca was an agent of PDVSA.

21. Arrundell offered to make an introduction between Skanga and Arevenca in Venezuela, for the purpose of facilitating the Transaction. Based on these representations, Skanga accepted Arrundell's invitation to travel to Caracas in October to meet with PDVSA's agent, Arevenca.

22. The Skanga representatives were personally met at the airport by Venezuelan government officials, including Arrundell. Rather than waiting in the normal passport lines to

enter Venezuela, the Skanga representatives were ushered into a VIP lounge, where they waited while immigration formalities were handled on their behalf by the Venezuelan officials.

23. After arriving in Caracas, Skanga representatives met with representatives of the Corporate Defendants to discuss the Transaction. The Caracas meeting was arranged by Arrundell, held at a Caracas hotel, and attended by Arrundell, Imoukhuede, Defendant Javier Gonzalez Alvarez, and others.

24. At the Caracas meeting in late October, Arrundell repeated his earlier representation that the proper way for Skanga to purchase petroleum products from PDVSA was to deal with a PDVSA agent, such as Arevenca. Arrundell specifically told Skanga that Alvarez represented both Arevenca and PDVSA in the Transaction. Alvarez also specifically told Skanga that he represented both Arevenca and PDVSA in the Transaction. Consequently, at all times and in all communications relevant to this action, Alvarez was the representative and agent of both PDVSA and Arevenca.

25. During the Caracas meeting, Skanga, Arrundell and Alvarez, as agent for the Corporate Defendants PDVSA and Arevenca, discussed the contract terms that would govern the Transaction. Alvarez stated that the Corporate Defendants would sell petroleum products to Skanga on credit, in consideration of Skanga's agreement to prepay certain charges in advance of delivery and to pay in full for the product itself within three months of receipt of delivery, with all payments to be made in U.S. dollars to the Corporate Defendants' U.S. bank accounts in New York (the "Contract"). In the Contract, PDVSA was the seller of petroleum products, Arevenca was PDVSA's agent and the shipper of petroleum products, and Skanga was the buyer.

26. Alvarez stated that PDVSA required payment in U.S. dollars in New York, as a condition of the Contract, because PDVSA had substantial oil operations in the United States,

and the funds paid by Skanga would be used in connection with PDVSA's U.S. oil operations. To facilitate its use of payments from Skanga in its U.S. oil operations, PDVSA required Arevenca to transmit Skanga's payments to PDVSA in U.S. dollars, deposited in a PDVSA account at a bank in New York City. To facilitate its compliance with PDVSA's conditions, Arevenca in turn required Skanga to pay Arevenca in U.S. dollars, deposited in an Arevenca account located at a bank in New York City.

27. Alvarez explained that under the Contract, Skanga would make payments to Arevenca's New York bank account for both freight charges and payments for the petroleum products. Arevenca would retain the funds paid for freight charges, and transmit the funds paid for the petroleum products directly to PDVSA's New York bank account.

28. Skanga and the Corporate Defendants expressly agreed to transact business under the terms of the Contract going forward.

29. Shortly after Skanga's return to Nigeria, the parties discussed the first shipment of petroleum products under the Contract. Specifically, Arevenca proffered to Skanga an offer for PDVSA to sell 35,000 metric tons of diesel fuel (the "Product") to Skanga for US\$18.3 million. Alvarez, representing both PDVSA and Arevenca, expressly represented to Skanga that the fuel was then en route to Nigeria on a seafaring vessel in or near Nigerian waters.

30. For the express purpose of inducing Skanga to purchase the Product, Alvarez delivered to Skanga various documents authored by both PDVSA and Arevenca — including a terminal authority statement, bill of lading, certificate of quality and insurance certificate — evidencing in writing that a seafaring vessel named the "P. Ventur" had been loaded with quality petroleum and oil products in the quantity represented by Corporate Defendants and was en route to Nigeria (the "Inducement Documents"). The bill of lading carried PDVSA's corporate logo,

identified PDVSA as the seller, Arevenca as the shipper, and Skanga as the consignee. It also identified Christian Imoukhuede by name and passport number. The certificate of quality carried PDVSA's corporate logo, and stated that the "Analysis shown herein [was] witnessed by PDVSA and Arevenca." The accompanying invoice required Skanga to make payment to an account at a Corp Banca branch located on Third Avenue in New York.

31. Upon receiving the Inducement Documents, Skanga contacted Venezuelan government officials at Venezuela's Nigerian consulate. The Venezuelan officials confirmed the authenticity of the Inducement Documents, verified the facts stated by the Corporate Defendants, and confirmed the details of the purported transaction.

32. On information and belief, PDVSA and Arevenca induced the Venezuelan government officials, with whom Defendants had reason to believe Skanga would confer, to corroborate the authenticity of the Inducement Documents, the facts stated by the Corporate Defendants, and the details of the purported transaction.

33. The Inducement Documents were false and Corporate Defendants knew the Inducement Documents were false when proffered to Plaintiff.

34. Plaintiff reasonably relied upon the Inducement Documents in deciding to engage in the business transacted with the Corporate Defendants.

35. Based upon the Corporate Defendants' express statements and representations, and the Inducement Documents tendered to Skanga by the Corporate Defendants, Skanga agreed to purchase the Product and, as per the terms of the Contract, prepaid by wire transmission to the Corporate Defendants through their designated bank, Corp Banca in New York, a total of US\$1,400,000, which Corporate Defendants represented to be the applicable freight charges.

36. At approximately the same time, the Corporate Defendants proffered to Skanga an offer to purchase 70,000 metric tons of premium motor spirits (the “Additional Product”) for US\$35.7 million, which Alvarez, individually and on behalf of Corporate Defendants, represented to be en route to Nigeria on a seafaring vessel in or near Nigerian waters.

37. For the express purpose of inducing Skanga to purchase the Additional Product, the Corporate Defendants delivered to Skanga various documents—including a quality certification and a bill of lading—evidencing in writing that a seafaring vessel named the “Digniiti” had been loaded with quality product in the quantity represented by Corporate Defendants and was en route to Nigeria (the “Additional Inducement Documents”). The accompanying invoice again required Skanga to make payment to an account at a Corp Banca branch located on Third Avenue in New York. The Corporate Defendants subsequently changed these instructions, and required payment to an account located at a Citibank branch on East 53rd Street, New York, NY.

38. The Additional Inducement Documents were false and Corporate Defendants knew the Additional Inducement Documents were false when proffered to Plaintiff.

39. Plaintiff reasonably relied upon the Additional Inducement Documents in deciding to engage in the business transacted with the Corporate Defendants.

40. Based upon Defendants’ express statements and representations and the Additional Inducement Documents tendered by them, Skanga agreed to purchase the Additional Product and, as per the terms of the Contract, prepaid by wire transmissions to Corporate Defendants through their designated bank, Citibank, N.A., in New York, a total of US\$9.8 million, representing freight charges and a partial payment for the Additional Product to be delivered.

41. Despite their express representations and the Contract terms, the Corporate Defendants failed to deliver either shipment.

42. After making the payments, Skanga made repeated efforts to determine whether the P.Ventur or Digniiti, carrying the Product and Additional Product, had yet entered Nigerian waters. The Nigerian Ports Authority repeatedly responded that it had no record of the ships entering Nigerian waters.

43. On information and belief, no seafaring vessels containing the Product or the Additional Product ever entered Nigerian waters.

44. Based upon the Corporate Defendants' failure to deliver the Product and the Additional Product to Skanga as per their agreement, Skanga demanded a refund of the US\$11.2 million in freight costs and partial product payments made by Skanga.

45. Upon information and belief, and based upon the Corporate Defendants' requirement that payment be made in U.S. funds and deposited in a New York bank, in order to facilitate PDVSA's use of the funds in its U.S.-based oil operations, the funds paid by Skanga were still in the Corporate Defendants' New York bank accounts at the time Skanga demanded a refund from the Corporate Defendants. Specifically, upon information and belief, the funds paid for freight charges were in Arevenca's New York bank accounts, and the funds paid for the petroleum products were in the New York bank accounts of either PDVSA and/or Arevenca.

46. Defendants have refused either to deliver the Product or Additional Product or to refund any portion of the sums paid by Skanga.

AS AND FOR A FIRST CAUSE OF ACTION
(against Arevenca and PDVSA for Breach of Contract)

47. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 46, as if fully set forth herein.

48. Pursuant to the terms of the Contract between Plaintiff and the Corporate Defendants, Plaintiff paid US\$11.2 million in consideration of Corporate Defendants' agreement to deliver the Product and Additional Product to Skanga on credit.

49. Corporate Defendants have failed and refused to deliver the Product and Additional Product.

50. The Corporate Defendants have failed and refused to refund the payments advanced by Skanga.

51. As such, Corporate Defendants have breached their Contract with Skanga, which actions constitute a material breach of contract.

52. By reason of the foregoing, Plaintiff has sustained damages in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million.

AS AND FOR A SECOND CAUSE OF ACTION
(against Arevenca and PDVSA for Unjust Enrichment)

53. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 52 as if fully set forth herein.

54. Pursuant to the terms of the agreement between Plaintiff and the Corporate Defendants, Plaintiff paid US\$11.2 million in consideration of Corporate Defendants' agreement to deliver the Product and Additional Product to Skanga on credit.

55. Corporate Defendants have failed and refused to deliver the Product and Additional Product.

56. Corporate Defendants have failed and refused to refund the payments advanced by Skanga.

57. By receiving and refusing to refund Plaintiff's payments without delivering any petroleum products, Corporate Defendants have been unjustly enriched at Plaintiff's expense, such that it would be against equity and good conscience to permit Corporate Defendants to retain the funds.

58. By reason of the foregoing, Plaintiff has sustained damages in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million.

AS AND FOR A THIRD CAUSE OF ACTION
(against Arevenca and PDVSA for Monies Had and Received)

59. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 58 as if fully set forth herein.

60. Pursuant to the terms of the agreement between Plaintiff and the Corporate Defendants, Plaintiff paid US\$11.2 million in consideration of Corporate Defendants' agreement to deliver the Product and Additional Product to Skanga on credit.

61. Corporate Defendants have failed and refused to deliver the Product and Additional Product.

62. Corporate Defendants have failed and refused to refund the payments advanced by Skanga.

63. By receiving and refusing to refund Plaintiff's payments without delivering any petroleum products, Corporate Defendants have benefited at Plaintiff's expense, such that it would be against equity and good conscience to permit Corporate Defendants to retain the funds.

64. By reason of the foregoing, Plaintiff has sustained damages in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million.

AS AND FOR A FOURTH CAUSE OF ACTION
(against Arevenca and PDVSA for Conversion)

65. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 64 as if fully set forth herein.

66. Pursuant to the terms of the Contract between Plaintiff and the Corporate Defendants, Plaintiff paid US\$11.2 million in consideration of Corporate Defendants' agreement to deliver the Product and Additional Product to Skanga on credit. Arevenca was to retain funds paid for shipping costs, and forward funds paid by Skanga for petroleum products to PDVSA.

67. Corporate Defendants have failed and refused to deliver the Product and Additional Product.

68. Corporate Defendants have failed and refused to refund the payments advanced by Skanga.

69. In the event Arevenca failed to forward Skanga's advance payments for petroleum products to PDVSA, Arevenca wrongfully exercised dominion over the funds in denial of or inconsistent with the true owner's rights in the funds. To the extent Arevenca accepted and then failed to refund Skanga's advance payments for freight charges, when no petroleum products were shipped to Skanga, Arevenca wrongfully exercised dominion over the funds in denial of or inconsistent with the true owner's rights in the funds.

70. As such, Corporate Defendants have wrongfully converted the payments advanced by Skanga.

71. Upon information and belief, the payments advanced by Skanga remain in the New York bank accounts of Corporate Defendants.

72. By reason of the foregoing, Plaintiff has sustained damages in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million.

AS AND FOR A FIFTH CAUSE OF ACTION
(against all Defendants for Fraud)

73. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 72 as if fully set forth herein.

74. During the negotiations between the parties held in Caracas, Venezuela in or about October 2006, Alvarez, individually and on behalf of Corporate Defendants, falsely represented to representatives of Skanga, inter alia, that the Corporate Defendants would ship the Product and Additional Product to Skanga on credit in consideration of Skanga's agreement to pay freight charges in advance of delivery, and that the shipments of oil would be loaded and en route to Nigeria well in advance and that the transactions would be documented in writings that could be verified with the Venezuelan government.

75. Thereafter, Alvarez, individually and on behalf of Corporate Defendants, made additional representations to Skanga in writing by transmitting, inter alia, the Inducement Documents and Additional Inducement Documents, which purported to state that shipments of petroleum products had been loaded onto specific ships and were then en route to Nigeria for delivery to Skanga.

76. Alvarez's oral representations on behalf of Corporate Defendants were false when made.

77. Alvarez's oral representations on behalf of Corporate Defendants were known by Alvarez to be false when made.

78. Alvarez's written representations on behalf of Corporate Defendants were false when made.

79. Alvarez's written representations on behalf of Corporate Defendants were known by Alvarez to be false when made.

80. Alvarez's false representations were made to induce Skanga to prepay purported charges for shipments to Skanga that Corporate Defendants had no intention of shipping and, in fact, did not ship to Skanga.

81. Alvarez's false representations on behalf of Corporate Defendants were grossly false representations aimed at the general public involving high moral culpability in that they were designed to induce legitimate businesses to prepay tens of millions of dollars in purported charges for shipments of oil and petroleum products that Defendants falsified documents regarding the shipment of but never had any intention of delivering.

82. Skanga was in fact misled and deceived by Alvarez's representations on behalf of Corporate Defendants.

83. Skanga was justified in relying on Alvarez's false representations on behalf of Corporate Defendants based upon its receipt of falsified documents reflecting the terms of the transaction and quantities of product en route to Nigerian waters.

84. In justifiable reliance on Alvarez's false representations on behalf of Corporate Defendants, Plaintiff paid US\$11.2 million on the reasonable belief that the Corporate

Defendants would deliver the Product and Additional Product, which Skanga agreed to pay for in full within three months of delivery.

85. Corporate Defendants failed and refused to deliver the Product and Additional Product and refused to refund the payments advanced by Skanga.

86. By reason of the foregoing, Plaintiff has been damaged in the sum of US\$11.2 million, and an award of punitive damages in the amount of \$100,000,000 is warranted.

AS AND FOR A SIXTH CAUSE OF ACTION
(against Alvarez for Aiding and Abetting a Fraud)

87. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 86 as if fully set forth herein.

88. Alvarez, who is, on information and belief, an owner, employee and agent of Arevenca, used his actual and apparent authority to knowingly cause the Corporate Defendants to perpetrate the hereinbefore described fraud on Skanga.

89. By making the oral and written misrepresentations to Skanga, and otherwise taking actions to facilitate Skanga's payment of funds to Arevenca and PDVSA in reliance on those misrepresentations, Alvarez knowingly rendered substantial assistance to advance the fraud against Skanga.

90. By reason of the foregoing, Plaintiff has been damaged in the sum of US\$11.2 million, and an award of punitive damages in the amount of \$100,000,000 is warranted.

AS AND FOR A SEVENTH CAUSE OF ACTION
(against Alvarez for Tortious Interference with Contract)

91. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs 1 through 90 as if fully set forth herein.

92. Skanga and Corporate Defendants, through Alvarez, agreed that Corporate Defendants would ship the Product and Additional Product on credit if Skanga paid freight charges in advance of delivery. Skanga was then to pay Corporate Defendants in full for the Product and Additional Product within three months of delivery.

93. Plaintiff paid freight charges and made partial product payments totaling US\$11.2 million believing that Corporate Defendants would deliver the Product and Additional Product.

94. Once freight charges and partial product payments totaling US\$11.2 million were received from Skanga, Alvarez, who, on information and belief, is an owner, employee or agent of Arevenca, with full knowledge of the agreement between Skanga and Corporate Defendants, caused Corporate Defendants to breach their agreement with Skanga by failing to deliver the Product and Additional Product, and failing to refund the funds paid by Skanga for freight charges and partial product payments.

95. By reason of the foregoing, Plaintiff has sustained damages in the sum of US\$11.2 million.

WHEREFORE, Plaintiff respectfully requests that a judgment be entered against the Defendants as follows:

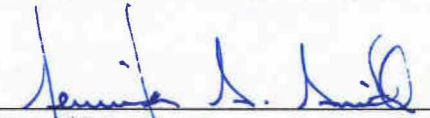
(a) On the First Cause of Action against Corporate Defendants in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million;

- (b) On the Second Cause of Action against Corporate Defendants in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million;
- (c) On the Third Cause of Action against Corporate Defendants in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million;
- (d) On the Fourth Cause of Action against Corporate Defendants in an amount to be determined at trial, but reasonably estimated to exceed US\$100 million;
- (e) On the Fifth Cause of Action against Defendants in the amount of \$11.2 million, plus punitive damages in the amount of \$100,000,000, counsel fees, court costs, and interest;
- (f) On the Sixth Cause of Action against Alvarez in the amount of \$11.2 million, plus punitive damages in the amount of \$100,000,000, counsel fees, court costs, and interest; and
- (g) On the Seventh Cause of Action against Alvarez in the amount of \$11.2 million, plus counsel fees, court costs, and interest;
- (h) Granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
December 2, 2011

ROBINSON BROG LEINWAND GREENE
GENOVESE & GLUCK P.C.

By: _____


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