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**IN THE CIRCUIT COURT OF THE FIFTHTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

Harry Sargeant, III,

Plaintiff,

vs.

Daniel Sargeant, Latin American Investments,  
Ltd., an Isle of Man company, Andrew  
Preston, and Daniel Hall,

Defendants.

Case No. \_\_\_\_\_

**JURY TRIAL DEMANDED**

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff Harry Sargeant, III, (“**Plaintiff**” or “**HS3**”) by and through his attorneys, hereby files this Complaint and sues Defendants Daniel Sargeant, Latin American Investments, Ltd., Andrew Preston, and Daniel Hall, and states as follows:

**PARTIES**

1. HS3 is a citizen and resident of Palm Beach County, Florida.
2. Defendant Daniel Sargeant (“**DSargeant**”) is a citizen and resident of Palm Beach County, Florida.
3. Defendant Latin American Investments, Ltd. (“**LAIL**”) is an Isle of Man limited liability company which maintains an office in Palm Beach County, Florida.
4. Defendant Andrew Preston (“**Preston**”) is a citizen and resident of the United Kingdom. Preston is a UK solicitor, and a partner and member of the managing committee of Clyde & Co, a large international law firm.

5. Defendant Daniel Hall (“**Hall**”) is a citizen and resident of the United Kingdom and currently an employee of Burford Capital, LLC (“**Burford**”).

**JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over this case because it is an action for damages in excess of \$15,000.00, exclusive of interest, attorney’s fees, and costs. In addition, this Court has subject matter jurisdiction over this case because HS3 demands equitable and injunctive relief.

7. This Court has personal jurisdiction over Defendant DSargeant because he resides and is domiciled in Palm Beach County, Florida.

8. This Court has personal jurisdiction over Defendant LAIL because it maintains an office at 3020 North Military Trail, #100, Boca Raton, Palm Beach County, Florida, and under Florida’s long-arm statute, § 48.193, Fla. Stat., because, *inter alia*, as set forth herein, LAIL committed a tortious act in this state and violated Florida law, and has purposefully availed itself of the jurisdiction of courts within this state.

9. This Court has personal jurisdiction over Defendant Hall under Florida’s long-arm statute, § 48.193, Fla. Stat., because *inter alia*, as set forth herein, Hall conspired with the other Defendants to commit a tort and violate Florida law in Florida (*i.e.*, the violation of the Computer Abuse and Data Recovery Act (“**CADRA**”) and invasion of HS3’s privacy), resulting in harm in Florida, and one or more overt acts in furtherance of the conspiracy were committed within this Court’s jurisdiction in Florida, and Hall has also purposefully availed himself of the jurisdiction of courts within this state.

10. This Court has personal jurisdiction over Defendant Preston under Florida’s long-arm statute, § 48.193, Fla. Stat., because *inter alia*, as set forth herein, Preston conspired with the

other Defendants to commit a tort and violate Florida law in Florida (*i.e.*, the violation of CADRA and invasion of HS3's privacy), resulting in harm in Florida, and one or more overt acts in furtherance of the conspiracy were committed within this Court's jurisdiction in Florida.

11. Venue is proper in Palm Beach County, Florida because the Plaintiff and one of the Defendants, DSargeant, resides in Palm Beach County, Florida; because LAIL maintains an office in Palm Beach County, Florida; and because a substantial part of the acts, conduct, and omissions giving rise to the claims set forth in this Complaint occurred in Palm Beach County, Florida.

## FACTS

### **I. The Sargeant Family Businesses.**

12. From approximately 1990 through 2012, HS3 had an ownership interest in and was involved with his brothers DSargeant and James Sargeant and their father Harry Sargeant, Jr. (collectively the "**Sargeant Family**") in a number of family business entities engaged in the sale, transport, and distribution of asphalt and related petroleum products (the "**Sargeant Family Businesses**"). Defendant LAIL was one such business entity.

13. At all times herein material, Sargeant Marine, Inc. ("**Sargeant Marine**") owned a computer server (the "**Sargeant Server**") located within the jurisdiction of this Court at 3020 North Military Trail, #100, Boca Raton, Palm Beach County, Florida. The Sargeant Server was utilized, *inter alia*, in connection with the operation of a business in Florida within this judicial circuit. Access to the Sargeant Server was limited to the conduct of lawful, legitimate business activity and password protected.

14. At all times herein material, HS3 owned and utilized an email account on the Sargeant Server, denominated as hsargeantjr@sargeant.net (the "**HS3 Email Account**").

15. HS3 used the HS3 Email Account for his work related to the Sargeant Family Businesses, for his personal emails, and for his personal business endeavors that were separate from the Sargeant Family Businesses. The HS3 Email Account thus contained HS3's own business and personal information.

16. The HS3 Email Account was password protected. HS3 did not provide the password to the HS3 Email Account to any of the Defendants or any of their associated representatives or agents. HS3 never explicitly or implicitly authorized any of the Defendants, or anyone else within the Sargeant Family Businesses to access the HS3 Email Account, or any information or material contained within the HS3 Email Account.

17. HS3 never explicitly or implicitly authorized any of the Defendants to access the HS3 Email Account or to access or obtain any information or material contained within the HS3 Email Account on the Sargeant Server.

18. The Sargeant Family Businesses had no official or unofficial policies or procedures authorizing the Defendants, or anyone else, to access the HS3 Email Account or to access or obtain any information or material contained within the HS3 Email Account on the Sargeant Server.

19. Sargeant Marine had no written or unwritten policies authorizing any access, by owners or others within the Sargeant Family Businesses, to the HS3 Email Account or to access any information or material contained within the HS3 Email Account on the Sargeant Server. Thus for example, even as co-owners of the Sargeant Family Businesses, DSargeant would have no authorized access to the HS3 Email Account, and HS3 would have no authorized access to DSargeant's email account.

20. The only authorized access to the Sargeant Server and/or to the HS3 Email Account was access by the system administrator granted only for legitimate, technical purposes, *e.g.*, maintenance, repairs, software patches, etc. Moreover, any access to the Sargeant Server and/or the HS3 Email Account was only granted for lawful, legitimate business purposes, and not for purposes of any unlawful conduct.

21. In or about 2013, HS3 became embroiled in numerous disputes with his brothers DSargeant and James Sargeant, and his father Harry Sargeant, Jr., relative to the Sargeant Family Businesses. These disputes lead to contentious and hostile litigation in numerous forums throughout the world.

22. As part of these disputes, HS3 was ousted involuntarily from the Sargeant Family Businesses, and cut off from the Sargeant Server and the HS3 Email Account. HS3 was informed then that the HS3 Email Account had been cut off at the root and all information and material within the HS3 Email Account had been destroyed.

## **II. Andrew Preston.**

23. Preston is a UK-trained solicitor that has over the course of many years represented the interests of various Sargeant Family Businesses. Preston focuses his law practice on maritime law and shipping.

24. Before HS3's ouster from the Sargeant Family Businesses, HS3 worked with Preston in connection with Sargeant Family Business legal issues, and trusted him as his lawyer.

25. Unbeknownst to HS3 at the time, after HS3's ouster from the Sargeant Family Businesses, but while HS3 maintained substantial ownership interests in those Sargeant Family Businesses, Preston ignored any ethical constraints, chose sides, and began taking actions adverse to the interests of HS3, and facilitated many of the Sargeant Family's schemes seeking to

deprive HS3 of his lawful ownership rights and assets. Preston engaged in this conduct out of a desire for personal gain.

### **III. Daniel Hall.**

26. Hall is an investigator for Burford, specializing in judgment enforcement. Burford is the world's largest litigation finance company. Before joining Burford, Hall ran his own company, Focus Intelligence, Ltd., an investigation firm. Prior to that, Hall was a UK-trained solicitor and practiced corporate law.

27. Hall was introduced to HS3 through his work on a case for Burford client Mohammad Al-Saleh ("**Al-Saleh**"). Al-Saleh filed a complaint filed in the Fifteenth Judicial Circuit, Palm Beach County, Florida in 2008 against HS3 and others ("**Al-Saleh Claim**"). Burford financed the Al-Saleh Claim. Al-Saleh ultimately obtained a \$28.8 million judgment in 2011 against HS3, jointly and severally with the other defendants in that case.

28. The judgment enforcement process took over five years as Al-Saleh and Burford waged a blood feud against HS3. During the course of the Al-Saleh case, Hall was involved extensively in the judgment enforcement efforts, often directing extreme and harassing tactics including stalking HS3's associates on social media; stalking HS3 himself or with surveillance teams at various destinations around the world including Aspen, London, and Geneva; and profiling HS3's spending practices. Through these efforts, Hall became aware of and exploited the rift between HS3 and the Sargeant Family.

29. Eventually, Hall, through his obsession with chasing HS3, and due to his own personal and prurient interests, helped set in motion the conspiracy at issue in this case.

#### IV. LAIL and PDVSA.

30. As part of its ongoing business operations, LAIL was involved in several joint ventures relative to asphalt shipping contracts. Up until the time of his ouster, HS3, then a co-owner of LAIL, was the primary interlocutor between LAIL, its lenders and its business partners, and was responsible for coordinating all commercial activities for LAIL.

31. The LAIL joint ventures also involved association with Wilmer Ruperti (“**Ruperti**”), who assisted LAIL’s efforts relating to business with Petroleos de Venezuela, S.A (“**PDVSA**”). When the business relationship between LAIL and PDVSA soured, disputes arose which led to the filing of claims in arbitration (the “**PDVSA Arbitration**”).

32. As part of the ongoing efforts to deprive HS3 of his interest in LAIL (and other Sargeant Family Businesses), DSargeant and Preston arranged to have Ruperti act as lead negotiator in LAIL’s attempts to settle the PDVSA Arbitration. However, in or about early 2015, soon after appointing Ruperti as lead negotiator, DSargeant and Preston became concerned Ruperti may have misappropriated the proceeds from the settlement with PDVSA, forming the belief Ruperti had already settled with PDVSA without LAIL’s knowledge. Thereafter, DSargeant and Preston began seeking information relative to Ruperti’s activities from any and all sources, including Hall.

33. In or about this same time period, Hall became familiar with Ruperti through his investigative work regarding a separate litigation between Ruperti and Novoship, later acquired by Sovcomflot. Sovcomflot was a separate Burford client seeking to enforce a judgment against Ruperti. As part of that investigation, Hall came into possession of numerous documents pertaining to Ruperti’s finances. Ruperti and his companies eventually settled with Novoship/Sovcomflot in 2016, and Novoship/Sovcomflot executed a nondisclosure agreement

(“NDA”) as part of that settlement that was structured, *inter alia*, to prevent disclosure of Ruperti’s private business and financial information obtained by Novoship/Sovcomflot and Burford.

**V. The Conspiracy.**

34. Commencing in or about August 2016 and continuing up to and including at least July 2017, Defendants participated in a conspiracy to harass and embarrass HS3, and to profit from an illicit exchange of information concerning HS3 and Ruperti. The Defendants agreed to a scheme whereby they would, unlawfully and without authorization, access the HS3 Email Account to obtain the information concerning HS3.

35. The Defendants intended for their scheme to result in harm inside Florida, where HS3 is a citizen and resident, and where the Sargeant Server, which stored/contained the HS3 Email Account, was located and utilized in connection with the operation of a business in Florida.

36. The Defendants were introduced to each other in or about January 2015. Specifically, on or about January 13, 2015, DSargeant and Hall met in London, spending almost a full day exploring the potential for mutually beneficial cooperation. At the time, Hall was employed by Focus, Ltd., an investigations firm later acquired by Burford.

37. DSargeant was seeking at this time information to advance his inquiries relative to Ruperti, and also to engage in conduct detrimental to the interests of HS3. Hall sought information regarding HS3 to fuel the Al-Saleh/Burford blood feud against HS3.

38. Directly following the January 13, 2015, meeting, Preston participated in conversations with DSargeant regarding the substance of the conversations and proposed cooperation with Hall to advance their mutual interests as against HS3 and others.



39. Thereafter, on or about January 23, 2015, DSargeant obtained and provided information sought by Hall that could be used to harass and embarrass HS3. This information was passed to DSargeant's lawyer, Charles Lichtman, who then provided it to Edward Davis ("**Davis**"), Al-Saleh's lawyer retained by Burford who interacted frequently with Hall. The information consisted of 78 pages of documents which included attorney-client communications, business information, personal information, and personal details of HS3's travel. Hall received and reviewed this information, and through that process, and through discussions with DSargeant, learned its nature and its source.

40. Additionally, in or about April 2015, DSargeant and Preston were advised personally that Hall might have access to critical information regarding Ruperti, information useful and valuable to LAIL. Indeed this information would later become a focal point of the conspiracy.

41. In or about August 2016, Hall contacted DSargeant to discuss an additional information exchange. DSargeant consulted with Preston regarding the proposed information exchange to understand what information was needed on behalf of LAIL to advance its potential claims against Ruperti.

42. Thereafter, in or about August 2016, the objects of the conspiracy were formed and the Defendants reached an agreement. Hall would obtain and provide information relating to Ruperti (the "**Ruperti Material**") in exchange for information from DSargeant and LAIL relating to HS3 (the "**HS3 Material**"). The conspirators would then disseminate the HS3 Material, to harass and embarrass HS3, and also act to profit from the use of the Ruperti Material.

43. The Ruperti Material was designed to aid DSargeant, LAIL, and Preston in pressing LAIL's claims against Ruperti. The Ruperti Material consisted, *inter alia*, of Swiss bank statements, a letter of claim addressed to PDVSA, a settlement agreement with PDVSA, and a litigation work-product analysis of the above documents.

44. Hall had access to the Ruperti Material because of his investigatory work in the Novoship/Sovcomflot case. However, the Ruperti Material was subject to the NDA from the Sovcomflot settlement as well as protected as confidential information of Burford's client Sovcomflot. Hall ignored both of these obligations and accessed, copied, offered to trade, and ultimately did trade the Ruperti Material for the purpose of obtaining the HS3 Material.

45. In exchange for the Ruperti Material, Hall requested business and deeply personal information relating to HS3. Hall knew from the prior exchange of information and from his conversations with DSargeant that the information he was seeking would be obtained from the HS3 Email Account on the Sargeant Server. Indeed, Hall specifically requested and ultimately obtained the native email files so that he could view the HS3 Material and use it to maximize the embarrassment and harassment of HS3.

46. The HS3 Material contained 478 separate business, personal, and confidential items belonging to and relating to HS3, including business information, business and personal communications, documents, Microsoft outlook email files, and personal, sensitive photographs and videos. The personal information contained within the HS3 Material, which was Hall's primary interest, included extremely sensitive videos and photographs of intimate activity and private consensual relations involving Plaintiff.

47. The business information contained within the HS3 Material included details and communications regarding HS3's private business ventures, which were unrelated to the

Sargeant Family Businesses. This business information included links to prototype operations of a new steam generator system being developed by one of HS3's businesses, trade articles, and updates on global business operations from employees of HS3's businesses.

48. While DSargeant would normally seize an opportunity to embarrass HS3, he also sought to profit from this exchange as Hall appeared to have information useful to LAIL's claims against Ruperti.

49. Hall and DSargeant met again in London on or about October 6, 2016, with DSargeant acting on behalf of LAIL. At this meeting, Hall provided some information regarding Ruperti, but teased that more was available if DSargeant agreed to provide the HS3 Material.

50. DSargeant then consulted with his counsel, Preston, to determine if the information that Hall provided was useful to LAIL. Preston determined and advised that more information on Ruperti was needed. On or about October 7, 2016, DSargeant and LAIL contacted Hall to determine if Hall had any additional information relevant to a potential claim against Ruperti and his companies. Hall confirmed that he did have such information.

51. Preston then advised DSargeant and LAIL on how to avoid the risks of obtaining and providing the HS3 Material and the potential value of the proposed information exchange with Hall. Following this consultation, DSargeant and LAIL accessed the HS3 Email Account and obtained the HS3 Material.

52. On or about October 28, 2016, Hall and DSargeant met in London again, with DSargeant also acting on behalf of LAIL. At this meeting, Hall provided to DSargeant the remainder of the Ruperti Material, and DSargeant provided to Hall the HS3 Material.

53. Thereafter, Preston utilized the Ruperti material, which indicated that Ruperti had settled with PDVSA without LAIL's knowledge, to pursue claims against Ruperti's companies

in London, filing on or about March 1, 2017, a case styled *Latin American Investments, Ltd. v. Maroil Trading, Inc. et al.*, Claim No. CL-2017-000130 in the High Court of Justice, Queen's Bench Division, Commercial Court ("London Litigation").

54. As revealed in the London Litigation, Ruperti had settled the claims against PDVSA while HS3 was a shareholder of LAIL, resulting in a significant deprivation of value owed to HS3. Indeed it was through the filings in the London Litigation that HS3 learned about his family's attempt to deprive him of LAIL assets, Preston's instrumental role in that effort.

55. It was through the filings of the London Litigation that HS3 found out about his family's attempt to deprive him of assets yet again and Preston's instrumental role in that effort.

56. The Ruperti Material was essential to LAIL's prosecution of the London Litigation.

57. Preston himself detailed the value of the Ruperti Material and the exchange with Hall in an affidavit filed in the London Litigation as part of an *ex parte* application for a worldwide freezing order. Because a worldwide freezing order is a draconian remedy rarely obtained, and because of the obviously sensitive nature of the Ruperti Material Preston disclosed in the London Litigation, Preston had to offer some explanation for how the Ruperti Material was obtained. Preston disclosed some of Hall's role, but avoided full and fair disclosure of all the facts including, *inter alia*, his own role in the conspiracy

58. Following the filing of the London Litigation, DSargeant, Hall and Preston continued to collude to advance the goals of the conspiracy.

59. On or about May 5, 2017, the Defendants met in London to discuss, *inter alia*, Hall's request to share in any proceeds from the London Litigation. Hall advised DSargeant, LAIL, and Preston that, because he and/or Burford may be exposed to liability for the violation

of the Sovcomflot settlement and the NDA, and the provision of the Ruperti Material in exchange for the HS3 Material, that he (Hall) should receive compensation from them (DSargeant, LAIL, and Preston).

60. On or about May 11, 2017, Preston, on behalf of himself, DSargeant, and LAIL, communicated with Hall regarding Hall's request for compensation, and indicated a willingness to consider providing Hall a portion of any recovery from the Ruperti Parties in the London Litigation on the basis that the information Hall provided was of great value to DSargeant/LAIL in advancing that litigation.

61. On or about July 26, 2017, Preston, on behalf of himself, DSargeant, and LAIL, again communicated with Hall to advise that if a substantial recovery were made in the London Litigation, then DSargeant would be happy to sit down with Hall to discuss some form of a success fee.

62. Previously, Preston swore in an affidavit as part of the worldwide freezing order application that no payment was given for the material provided by Hall. However, DSargeant and Preston had actually agreed to pay Hall a share of the proceeds of the London Litigation. This agreement to pay for the Ruperti Material was never disclosed to the court in the London Litigation even though that court expressed concern in the way in which the Ruperti Material was obtained at a March 3, 2017 hearing in London Litigation.

63. Preston represented LAIL in its claims in the London Litigation. LAIL, and indirectly DSargeant, was successful in those claims, extracting a \$30 million settlement from Ruperti.

64. Preston, eager to realize his profit from the conspiracy in the form of back fees owed by DSargeant and LAIL, violated Swiss law by enforcing a freezing order in Switzerland

against bank accounts of Rupert's companies. Preston and/or Clyde & Co., became the subject of a Swiss criminal investigation centered around the conduct associated with pursuing claims against Rupert and his companies. That investigation remains ongoing as of the date of this filing.

**VI. Dissemination and Publication of HS3's Private Emails.**

65. As detailed above, Defendants DSargeant and Hall disseminated and published the HS3 Material.

66. DSargeant and Hall provided the HS3 Material to, *inter alia*, an untold number of people (a) within the Sargeant Family Businesses; (b) employed at separate corporations within the asphalt industry (*i.e.*, Gunvor Group, Vitol Group, *et al.*); (c) within Burford; and (d) to various other friends and associates.

67. As a direct result of the actions of Defendants DSargeant and/or Hall, certain content of the HS3 Material has been disseminated to the public in general and/or a large number of persons.

**COUNT I – INVASION OF PRIVACY (INTRUSION)  
(against Defendants DSargeant and LAIL)**

68. Plaintiff, Harry Sargeant, III, incorporates and realleges paragraphs 1 through 67 above as if fully set forth herein.

69. Defendants DSargeant and LAIL intentionally intruded on HS3's solitude or seclusion and his private affairs or concerns by accessing the HS3 Email Account and obtaining the HS3 Material.

70. The HS3 Material obtained from the HS3 Email Account contained highly personal and private photos and videos of intimate activity and private consensual relations involving HS3.

71. The HS3 Material obtained from the HS3 Email Account also contained valuable, confidential and private business information constituting the property of HS3.

72. HS3 had a reasonable expectation of privacy in the HS3 Email Account because it was password protected, company policy did not allow any access or intrusion into the HS3 Email Account itself (save for lawful, legitimate technology assistance related purposes) or to the HS3 Material contained within the HS3 Email Account, and the content of the HS3 Material is by its very nature such that HS3, by definition, has a reasonable expectation of privacy in that HS3 Material.

73. Defendants DSargeant and LAIL accessed HS3's email for the sole purpose of obtaining the private and sensitive information described herein and to share that information with others for profit and to embarrass HS3.

74. This intrusion is highly offensive to a reasonable person. DSargeant and LAIL's actions of obtaining the HS3 Material, knowing that such information was extremely sensitive and personal when they sought it out, and then disclosing that information to Hall and others for purposes of profit and to embarrass HS3 constitutes conduct unacceptable in a civilized community.

75. HS3 has been damaged by the intrusion into his privacy, including, but not limited to, lost profits, economic damages, reputational harm, emotional distress, and mental anguish.

76. The invasion of privacy by intrusion is an intentional tort, for which Plaintiff will seek punitive damages pursuant to § 768.72, Fla. Stat., and 1.190(f) Fla. R. Civ. P.

**COUNT II – INVASION OF PRIVACY (PUBLICATION)  
(against Defendants Hall, DSargeant, and LAIL)**

77. Plaintiff, Harry Sargeant, III, incorporates and realleges paragraphs 1 through 67 above as if fully set forth herein.

78. Defendants DSargeant and LAIL intruded on the HS3 Email Account and obtained the HS3 Material, which included extremely private and sensitive photos and videos of intimate activity involving HS3.

79. The HS3 Material is not of a legitimate public interest.

80. Defendants DSargeant and Hall disseminated and published the HS3 Material.

81. Defendants DSargeant and Hall provided the HS3 Material to, *inter alia*, an untold number of people (a) within the Sargeant Family Businesses; (b) employed at separate corporations within the asphalt industry (*i.e.*, Gunvor Group, Vitol Group, *et al.*); (c) within Burford; and (d) to various other friends and associates.

82. As a direct result of the actions of Defendants DSargeant and/or Hall, certain content of the HS3 Material has been disseminated to the public in general and/or a large number of persons.

83. Defendants DSargeant and Hall's actions of obtaining the HS3 Material, knowing that such information was extremely sensitive and personal when they sought it out, and then disclosing that information to others and causing the content to be disclosed publically for profit and to embarrass HS3 is clearly conduct that is highly offensive to a reasonable person and unacceptable in a civilized community.

84. HS3 has been damaged by the publication of his private emails, including, but not limited to, lost profits, economic damages, reputational harm, emotional distress, and mental anguish.



85. The invasion of privacy by publication is an intentional tort, for which HS3 will seek punitive damages pursuant to § 768.72, Fla. Stat., and 1.190(f) Fla. R. Civ. P.

**COUNT III – VIOLATION OF CADRA  
(against Defendants DSargeant and LAIL)**

86. Plaintiff, Harry Sargeant, III, incorporates and realleges paragraphs 1 through 67 above as if fully set forth herein.

87. At all material times, the Sargeant Server and HS3 Email Account within the Sargeant Server was a “protected computer” within the meaning of CADRA, section 668.802(6), because it was used in connection with the operation of HS3’s businesses and could be accessed only by employing a technological access barrier, within the meaning of CADRA, § 668.802(7), Fla. Stat., to wit: HS3’s password.

88. At all material times, the HS3 Material was stored in a protected computer and HS3 was the owner of said material.

89. Between on or about October 6, 2016, and on or about October 28, 2016, Defendants DSargeant and LAIL knowingly, with intent to cause harm or loss, and without authorization, accessed the HS3 Email Account and obtained HS3’s information, namely the HS3 Material from a protected computer without authorization and as a result caused harm or loss, all in violation of CADRA, § 668.803(1), Fla. Stat.

90. Defendants DSargeant and LAIL committed the acts set forth herein knowingly and with intent to cause “loss” as defined under CADRA, section 668.802(5), including intending to profit as a result of their CADRA violations.

91. Defendants DSargeant and LAIL gained approximately \$30 million in profits as a direct result of their CADRA violations through the settlement in the London Litigation.

92. Defendants DSargeant and LAIL's violations of CADRA have damaged HS3 and HS3 is entitled under CADRA, section 668.804(1), to recover damages, to recover DSargeant and LAIL's profits gained as a result of their CADRA violations, to injunctive relief to prevent any future violations of CADRA, and to recovery of HS3's information taken from the HS3 Email Account.

**COUNT IV – CIVIL CONSPIRACY  
(against Defendants Hall, DSargeant, Preston, and LAIL)**

93. Plaintiff, Harry Sargeant, III, incorporates and realleges paragraphs 1 through 92 above as if fully set forth herein.

94. From in or about August 2016 up to and including at least July 2017, and potentially well thereafter, Defendants conspired together, agreed to act, and in fact did act to invade HS3's privacy and to violate CADRA by unlawfully obtaining, using, and publicizing the HS3 Material.

95. The objects of the conspiracy were to profit from the use of the Ruperti Material and to embarrass and harass HS3 through accessing, obtaining, viewing, dissemination, and publication of the HS3 Material.

96. The Defendants knowingly participated in the conspiracy to invade HS3's privacy and violate CADRA, specifically knowing the provenance and content of the HS3 Material and Ruperti Material.

97. Each of the co-conspirators took at least one act in furtherance of the conspiracy by accessing, viewing, obtaining, publishing, and disseminating the HS3 Material to embarrass and harass HS3 and/or seeking to profit from the Ruperti Material by pressing LAIL's claims in the London Litigation and/or negotiating to profit from LAIL's claims in the London Litigation.

98. The Defendants also engaged in numerous personal and electronic communications as well as in person meetings in furtherance of the conspiracy.

99. The conspiracy was/is not complete until the final act of publication or dissemination of the HS3 Material and the final payment from Ruperti to end the London Litigation.

100. HS3 was damaged by the conspiracy through lost profits, economic damages, reputational harm, mental anguish, and emotional distress.

101. The civil conspiracy is an intentional tort, for which HS3 will seek punitive damages pursuant to § 768.72, Fla. Stat., and 1.190(f) Fla. R. Civ. P.

**WHEREFORE**, Plaintiff, Harry Sargeant, III, demands judgment against the Defendants for the following:

- a. damages, including actual damages, in an amount to be determined at trial;
- b. DSargeant and LAIL's profits from the London Litigation pursuant to § 668.804(1)(b), Florida Statutes;
- c. injunctive relief against the Defendants to prevent a future violation of CADRA pursuant to § 668.804(1)(c), Florida Statutes and general principles of equity;
- d. return of all misappropriated information and copies thereof pursuant to § 668.804(1)(d), Florida Statutes and general principles of equity;
- e. costs pursuant to § 57.041, Florida Statutes;
- f. prejudgment interest; and
- g. Plaintiff's attorneys' fees pursuant to CADRA, § 668.804(2), Florida Statutes;

**JURY TRIAL DEMANDED**

Plaintiff, Harry Sargeant, III, hereby demands trial by jury of all issues so triable.

Dated: June 21, 2018.

Respectfully submitted,

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