

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

MARK BRIVIK,

Plaintiff,

CASE NO:

v.

**OFFICER CLAUDIA LAW,
JOHN MURRAY, STEVE MURRAY,
JOSEPH RUSSO,
RICHARD ZIMMERMAN,
RONALD CARR,
ANDRE PANET-RAYMOND, and
ABRAHAM SMAJOVITS,**

Defendants.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Mark Brivik (“Mr. Brivik”) sues Defendants, Officer Claudia Law, in her individual capacity (“Officer Law”), John Murray, Steve Murray, Joseph Russo, Richard Zimmerman, Ronald Carr, Andre Panet-Raymond, and Abraham Smajovits (the Defendants, with the exception of Officer Law, are at times collectively referred to, as the “Co-Investors”) and alleges the following:

JURISDICTION

1. This Court has subject matter jurisdiction over this case pursuant to the Civil Rights Act, 42 U.S.C. §1983; the Judicial Code, 28 U.S.C. §§1331 and 1343(a); the Fourth Amendment to the United States Constitution, the Constitution of the United States; and this Court’s supplementary jurisdiction powers.

PARTIES

2. Plaintiff Mark Brivik is a citizen of the State of Florida and of the United States.

3. Defendant Officer Law was, at all relevant times, a sworn law enforcement officer and special Agent with the Florida Department of Law Enforcement. She is being sued in her individual capacity.

4. At all relevant times, the alleged conduct of Officer Law, in investigating the activities of Mr. Brivik and drafting the affidavit concerning purported criminal activity of Mr. Brivik, was within the scope of her employment as an officer and she was acting under color of law as an agent of the Florida Department of Law Enforcement (the “FDLE”).

5. The conduct of Officer Law as alleged in this Complaint is indemnified by the State of Florida.

6. Officer Law worked for FDLE for at least 16 years prior to the filing of this Complaint.

7. Defendant John Murray is a citizen of the State of Florida and was an investor in a business enterprise with the Co-Investors.

8. Defendant Steve Murray is a citizen of the State of Florida and was an investor in a business enterprise with the Co-Investors.

9. Defendant Joseph Russo is a citizen of the State of Florida and was an investor in a business enterprise with the Co-Investors.

10. Defendant Richard Zimmerman is a citizen of the State of Florida and was an investor in a business enterprise with the Co-Investors.

11. Defendant Ronald Carr is a citizen of the State of Florida and was an investor in a business enterprise with the Co-Investors.

12. Defendant Andre Panet-Raymond is a citizen of the State of Florida and was an investor in a business enterprise with the Co-Investors.

13. Defendant Abraham Smajovits was an investor in a business enterprise with the Co-Investors.

14. All of the Co-Investors are private individuals who, during all relevant times, were actively engaged in a business enterprise concerning an investment property located in Bradenton, Manatee County, Florida, at Mill Creek Road and Upper Manatee Road (the "Real Estate Development").

15. Each Co-Investor (a) invested a minimum sum of \$200,000.00 in the Real Estate Development; (b) had attorneys review the documents (*i.e.* Operating Agreement, Joint Venture Agreement, and Land Purchase Contracts) that were essential to the Real Estate Development; (c) engaged in multiple conversations with Mr. Brivik and/or the other Co-Investors; and (d) was intimately aware of the details, strategies and investment opportunities of the Real Estate Development.

16. Each Co-Investor was a savvy investor, and was very familiar with real estate transactions and investments.

INTRODUCTORY FACTS

17. In general, this Complaint seeks to correct a wrong inflicted upon Mr. Brivik by the Defendants. Mr. Brivik, a successful businessman (prior to his arrest), was arrested, incarcerated, criminally prosecuted, and thrust into the public spotlight for crimes he did not commit. Defendants falsely lodged criminal allegations against Mr. Brivik who suffered, and continues to suffer, significantly as a result of the Defendants' wrongful acts.

18. The factual scenario leading to the Defendants' false allegations against Mr. Brivik concerned a land transaction whereby Mr. Brivik and the Co-Investors collectively invested in certain real estate. The Co-Investors concocted bogus criminal allegations against Mr. Brivik to get out of the deal following a downturn in the real estate market. The Co-Investors then communicated their allegations to Officer Law, who performed a reckless investigation, which ultimately led to Mr. Brivik's wrongful arrest and incarceration. After the allegations were reviewed by an attorney for the Office of the State's Attorney, the criminal action against Mr. Brivik was not filed and was otherwise terminated.

19. Core to the false allegations of criminal activity asserted against Mr. Brivik were Defendants' baseless accusations that Mr. Brivik misrepresented the existence of an option to purchase real property adjacent to the Real Estate Development (the "Option"). Defendants claimed that, if the Option was exercised by Mr. Brivik, the value of the Real Estate Development would increase due to the beneficial nature of alleged Option property.

20. All Defendants had their own illegitimate motives for asserting that Mr. Brivik misrepresented the nature of the alleged Option property.

21. The criminal action lodged against Mr. Brivik was not filed by the Office of the State's Attorney due to, *inter alia*, the absence of any legal basis to assert that Mr. Brivik misrepresented facts concerning the Option property.

22. The Office of the State's Attorney declined to continue the prosecution of Mr. Brivik and no further action against Mr. Brivik was taken.

23. The prosecution terminated in a manner that indicated Mr. Brivik's innocence of the charges leveled against him.

24. Mr. Brivik never misrepresented any facts concerning the Option property to anyone. All of the Defendants' allegations in this regard were simply false.

25. Officer Law initiated the arrest, lengthy confinement, and prosecution of Mr. Brivik. Her investigation gave rise to factual conclusions in reckless disregard for the truth.

26. Defendants' actions caused Mr. Brivik to:

a. be arrested in his home by Officer Law, who was accompanied by more than a half dozen heavily armed police officers that entered his home wearing bullet proof vests and with their weapons drawn

b. spend 24 days in jail; and

c. be exposed to numerous high profile and scandalous news reports, which falsely characterized Mr. Brivik as a thief and white collar criminal.

27. Officer Law lodged 23 criminal charges against Mr. Brivik, each of which was dismissed approximately six months after they were lodged.

28. Officer Law knew, prior to the filing of her affidavit, which gave rise to the arrest of Mr. Brivik, that the series of transactions concerning the Real Estate Development were complicated and, therefore, required a diligent inquiry to ensure that the alleged facts were accurate.

29. Officer Law knew that the failure to properly investigate the complicated factual scenario could lead to high profile false allegations which would cause serious emotional and financial damage to Mr. Brivik. Officer Law also knew that these same allegations would promote Officer Law's career given the potential publicity surrounding a matter of this magnitude.

30. The Co-Investors knowingly generated false information, which led to the arrest of Mr. Brivik. The Co-Investors represented to Officer Law that Mr. Brivik had misrepresented, *inter alia*, the nature of an Option he possessed in connection with the Real Estate Development and, consequently, Mr. Brivik swindled them into a bad deal.

31. Officer Law and the Co-Investors engaged in joint action to arrest Mr. Brivik. These Defendants, acting together, engaged in a reckless campaign to cause the arrest of Mr. Brivik and cause him to suffer tremendously. This joint action renders Defendants liable under 42 U.S.C. §1982 for their coordinated conduct.

32. The joint action of all Defendants proximately caused the wrongful arrest, incarceration, and criminal prosecution of Mr. Brivik.

33. Mr. Brivik was wrongfully incarcerated for 24 days.

34. The joint action of all Defendants left Officer Law with the absence of arguable probable cause to believe that Mr. Brivik committed any criminal activity.

SPECIFIC ACTS OF MISCONDUCT OF OFFICER LAW

35. In July 2010, Officer Law generated an affidavit (the "Law Affidavit") supplying the basis for the arrest and incarceration of Mr. Brivik.

36. The Law Affidavit was designed to cause the arrest of Mr. Brivik.

37. The Law Affidavit did cause the arrest of Mr. Brivik.

38. The Law Affidavit listed criminal conduct attributed to Mr. Brivik.

39. The listed allegations against Mr. Brivik in the Law Affidavit were false.

40. Officer Law was devoid of probable cause to draft and/or assert the existence of criminal allegations of misconduct by Mr. Brivik.

41. Officer Law was devoid of arguable probable cause to draft and/or assert the existence of criminal allegations of misconduct by Mr. Brivik.

42. Officer Law alleged that Mr. Brivik violated the following Florida Statutes:

a. An Organized Scheme to Defraud under Section 817.034(4)(a)1, Florida Statutes;

b. Fraudulent Securities Transactions Omission of Fact in violation of Section 517.301(1)(a)2, Florida Statutes;

c. Sale of Unregistered Shares in violation of Section 517.07(1), Florida Statutes;

d. Sale of Security by Unregistered Issuer in violation of Section 517.12, Florida Statutes.

43. Officer Law lacked arguable probable cause and/or probable cause to believe that Mr. Brivik violated any of the above statutes.

44. Though she alleged otherwise, Officer Law also lacked both arguable probable cause and probable cause to believe that Mr. Brivik:

- a. Violated State Law Criminal Statutes;
- b. Schemed to defraud various Florida Statutes;
- c. Engaged in fraudulent transactions/omissions of fact;
- d. Engaged in the sale of an Unregistered Security;
- e. Provided for the sale and/or offer of Security by an Unregistered Issuer;
- f. Solicited funds from the Co-Investors.
- g. Obtained \$4,475,000.00 in funds from victims through misrepresentation and fraud;
- h. Misrepresented the existence of an Option in property in connection with a waterfront parcel, causing the Co-Investors to be induced to invest money in the Real Estate Development;
- i. Failed to advise the Co-Investors that he had an outstanding warrant against him;
- j. Had an outstanding warrant against him in South Africa;
- k. Received a fee of \$300,000.00 at the close of the deal in connection with the Real Estate Development.

l. Misrepresented the value of the land in the Real Estate Development.

45. Officer Law also lacked probable cause and/or arguable probable cause to allege in the Law Affidavit that the Co-Investors were passive investors and that the Operating Agreement amounted to a security.

46. Based on documents (*i.e.* Operating Agreement, Joint Venture Agreement, and Closing Documents) easily available to and reviewed by Officer Law it was plainly apparent to Officer Law, prior to her signing the affidavit, that:

a. The Co-Investors were managing members actively engaged in the Real Estate Development and as such were never passive investors;

b. Mr. Brivik never obtained \$4,475,000.00 in funds and, in fact, these monies were paid by the Co-Investors to the law firm¹ representing the Co-Investors (and Mr. Brivik) and placed into a trust account for further transactions on behalf of the Co-Investors and Mr. Brivik².

c. Mr. Brivik never misrepresented the existence of an Option in a waterfront parcel;

¹ Icard Merrill was the law firm that represented both the Co-Investors and Mr. Brivik. On the date of the closing transaction, \$4,475,000.00 was placed in Icard Merrill's trust account.

² As is readily apparent in any real estate transaction, money tendered to close a deal is placed in escrow and/or a trust account for further transactions. That is all that occurred in connection with the real estate endeavor *sub judice*. To affirm in Law Affidavit that Mr. Brivik received \$4,475,000.00 demonstrates a blatant disregard for the truth and a gross inattention to the facts. No documents at any time indicate that Mr. Brivik received \$4,475,000.00 or any similar sum.

d. Mr. Brivik never possessed an outstanding warrant in South Africa;

e. Mr. Brivik never received a fee of \$300,000.00 at the closing of the deal in connection with the Real Estate Development.

47. The \$4,475,000.00 in funds that Officer Law alleged was paid to Mr. Brivik was in fact paid to a trust fund on behalf of the joint venture so that all Co-Investors and Mr. Brivik could process their investment in connection with the Real Estate Development.

48. The Co-Investors were fully aware that they were collectively tendering \$4,475,000.00 in funds into the trust account of Icard Merrill.

49. The Co-Investors desired and intended to tender \$4,475,000.00 in funds into a trust account to process their investment, as is common in many business enterprises and/or land transactions.

50. When the Co-Investors collectively invested \$4,475,000.00 in funds into the Icard Merrill trust account, they did so after the Co-Investors and their lawyers reviewed all documents necessary to make the investment.

51. After the attorneys for the Co-Investors reviewed, or had occasion to review, the documents requisite for the \$4,475,000.00 transaction, each Co-Investor deposited their own individual sum into the trust account.

52. At no time did Mr. Brivik misrepresent the existence of an Option so as to induce the Co-Investors to invest monies in the Real Estate Development and/or any aspect of the joint venture.

53. Officer Law's conclusion that Mr. Brivik misrepresented the existence of an Option was false, and lacked probable cause and/or arguable probable cause.

54. Officer Law's false conclusion as to Mr. Brivik's alleged misrepresentation relative to the Option was core to her allegations that Mr. Brivik committed criminal activity.

55. Officer Law's false conclusion as to Mr. Brivik's alleged misrepresentation regarding the Option was made in reckless disregard to the truth and was malicious³.

56. The above stated facts, although not all inclusive, demonstrate many of the significant misrepresentations contained in the Law Affidavit.

57. It should have been clear to Officer Law that the allegations in the Law Affidavit that the Co-Investors were passive investors (necessary for the allegations that Mr. Brivik committed a security violation) were wrong.

58. The fact that the Co-Investors were active investors should have been plain to Officer Law based on a cursory review of the Joint Venture Agreement signed by each Co-Investor. The Joint Venture Agreement demonstrates active investment activity.

59. Officer Law's lack of understanding as to the significance of the Joint Venture Agreement demonstrates a profound lack of analysis despite the serious allegations she set forth.

³ The terms malicious and/or malice as used throughout this Complaint refer to a definition used in *Nguyen v. Estate of Carlisle*, 2007 U.S. Dist. LEXIS 38623 (N.D. Fla., 2007) *3-*4, *Alamo Rent-A-Car, Inc. v. Mancusi*, 632 So. 2d 1352, 1357 (Fla. 1994) and *Blackshear v. Wyatt, et al*, 2011 U.S. Dist. LEXIS 85045 (S.D. Fla. 2011).

60. Officer Law's lack of understanding and follow through was apparent when the allegations she set forth in the Law Affidavit were reviewed by the State's Attorney. Upon review by the State's Attorney, each and every allegation set forth by Officer Law was not pursued and/or not filed by the Office of the State's Attorney.

61. The above representations, referenced in paragraphs 44(a-l) above, form the core misstatements contained in the Law Affidavit and further demonstrate the absence of probable cause as to the allegations contained in the affidavit.

62. Prior to signing the Law Affidavit, Officer Law did not possess a good faith belief that Mr. Brivik committed a crime.

63. Prior to signing the Law Affidavit, Officer Law possessed information showing the following:

- a. The Co-Investors were managing members in the Real Estate Development;
- b. Mr. Brivik never received and/or was tendered the \$4,475,000.00 in funds in connection with the Real Estate Development;
- c. Mr. Brivik never misrepresented the existence of an Option in a waterfront parcel;
- d. The Co-Investors' funds were deposited into the Icard Merrill trust account;
- e. There never was an outstanding warrant against Mr. Brivik in South Africa;

f. Mr. Brivik never received a fee of \$300,000.00 at the closing of the deal in connection with the Real Estate Development.

64. Officer Law did not possess a good faith basis, probable cause and/or arguable probable cause to believe that the allegations she asserted in the Law Affidavit were true.

65. A proximate cause of the generation of Officer Law's allegations was the arrest and imprisonment of Mr. Brivik.

66. The initiation of the criminal proceeding against Mr. Brivik was absent probable cause.

67. The proceedings initiated by Officer Law against Mr. Brivik were terminated in favor of Mr. Brivik.

68. The proceedings initiated by Officer Law against Mr. Brivik were terminated in a manner indicative of the innocence of Mr. Brivik.

69. Officer Law was devoid of a good faith basis to initiate a criminal proceeding against Mr. Brivik as each allegation of misconduct, as asserted by Officer Law, was absent probable cause and devoid of a good faith basis for their initiation.

70. Mr. Brivik was injured as a result of Officer Law's allegations as Mr. Brivik was incarcerated, caused to expend thousands of dollars for the successful defense of the criminal action, subject to severe diminution of his reputation in the local business and international community, and experienced emotional pain, suffering and distress.

SPECIFIC ACTS OF MISCONDUCT OF THE CO-INVESTORS

71. From approximately February, 2008 to May, 2010, the Co-Investors, collectively and individually, conspired to falsify information as to the nature of the Real Estate Development.

72. The Co-Investors spoke to each other, during this time period, over the telephone and in person, with the specific intent of maligning Mr. Brivik and to cause him to be incarcerated for conduct he did not commit.

73. The Co-Investors agreed collectively to assert a singular position – that Mr. Brivik misrepresented the nature and/or the existence of an Option.

74. The Co-Investors were well aware that Mr. Brivik never made misrepresentations regarding an Option.

75. The Co-Investors, as savvy business entrepreneurs, were aware that an option to purchase land requires a defined piece of property to be purchased at a specific price and within a specific time period.

76. Each Co-Investor invested between \$200,000.00 (Two Hundred Thousand Dollars) to \$1,237,500.00 (One Million, Two Hundred and Thirty Seven Thousand Five Hundred Dollars) in the Real Estate Development.

77. Prior to investing, many documents were reviewed by each Co-Investor and their counsel. These documents never contained information indicating the terms of and/or providing information concerning the elements of an Option.

78. Mr. Brivik never misrepresented the existence of an Option to a Co-Investor.

79. In February, 2008, the Co-Investors collectively agreed to speak to an agent of the FDLE to advise the agent that Mark Brivik misrepresented the existence of an Option and that it was this misrepresentation that induced each Co-Investor to participate in the Real Estate Development.

80. The Co-Investors never advised Officer Law that they were passive investors.

81. None of the Co-Investors were passive investors in the Real Estate Transaction.

82. The Co-Investors never advised Officer Law that Mr. Brivik received \$4,475,000.00 in funds (or a similar amount) in connection with the Real Estate Transaction.

83. The Co-Investors never advised Officer Law that Mr. Brivik received \$4,475,000.00 in funds (or a similar amount) through misrepresentation and fraud.

84. Mr. Brivik never received \$4,475,000.00 in funds (or a similar amount) at the end of, or as a result of the Real Estate Transaction.

85. The Three Hundred Thousand Dollars (\$300,000.00) Mr. Brivik received from the Co-Investors' investment in the Real Estate Development was limited to a reimbursement in costs that Mr. Brivik expended and was not for "fees" as alleged by the Defendants.

86. Mr. Brivik has retained the law firms of the Blake Horowitz Law Firm and Fee & Jeffries, P.A. and is obligated to pay those law firms' reasonable attorneys' fees for their services.

87. All conditions precedent to the maintenance of this action have occurred, or have been excused or waived.

COUNT I – JOINT ACTION
§1983 False Arrest

88. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

89. As a result the Co-Investors' misrepresentations, Mr. Brivik was arrested and incarcerated for a lengthy period of time.

90. As a result of their communications with Officer Law, the Co-Investors were aware that Mr. Brivik would be arrested despite the absence of a reasonable belief that Mr. Brivik had committed a crime.

91. The Co-Investors participated in the arrest of Mr. Brivik as joint actors with Officer Law.

92. The Co-Investors acted jointly with Officer Law to fabricate allegations against Mr. Brivik.

93. The Co-Investors and Officer Law knew that Mr. Brivik did not misrepresent the existence of an Option. Notwithstanding that fact, the Co-Investors and Officer Law contrived a story that Mr. Brivik did in fact represent to the Co-Investors that he did possess an Option.

94. At no time did Officer Law and/or the Co-Investors ever review documents which would have provided information concerning an Option owned by Mr. Brivik, to wit: the price of a defined parcel of land to be purchased within a specific period of time for a specific sum.

95. The actions of all of the Defendants caused the arrest of Mr. Brivik without probable cause to believe that Mr. Brivik committed criminal activity. Therefore, the conduct of all of these Defendants violated of the Fourth Amendment to the United States Constitution.

96. The above described actions of the Defendants were the direct and proximate cause of the Constitutional violations set forth above.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages, punitive damages, costs, and attorney's fees against all Defendants, jointly and severally, and all additional relief this Court deems equitable and just.

COUNT II – OFFICER LAW
§1983 False Arrest

97. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

98. As a result of Officer Law's misrepresentations, Mr. Brivik was arrested and incarcerated for a lengthy period of time.

99. The actions of Officer Law caused the arrest of Mr. Brivik without probable cause and/or arguable probable cause to believe that Mr. Brivik committed any criminal activity. Therefore, the conduct of Officer Law violated the Fourth Amendment to the United States Constitution.

100. The aforementioned actions of Officer Law were the direct and proximate cause of the Constitutional violations set forth above.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages, punitive damages, costs, and attorney's fees against Officer Law, and all additional relief this Court deems equitable and just.

COUNT III – JOINT ACTION
§1983 Malicious Prosecution

101. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

102. The Co-Investors were aware that Mr. Brivik was being arrested absent probable cause.

103. The Co-Investors participated in the arrest of Mr. Brivik in joint action with Officer Law.

104. The Co-Investors acted jointly with Officer Law to fabricate false allegations against Mr. Brivik.

105. The Co-Investors and Officer Law knew that Mr. Brivik did not misrepresent the existence of an Option.

106. The Co-Investors and Officer Law knew that Mr. Brivik neither possessed an Option nor communicated in writing and/or orally the terms of such an Option.

107. At no time did Officer Law and/or the Co-Investors ever review documents which would have provided information concerning an Option, to wit: the price of a specific parcel of land required to be purchased within a specific period of time.

108. All the Defendants intended and foresaw that Mr. Brivik would be prosecuted with serious felonies, causing Mr. Brivik to be incarcerated for lengthy periods of time, suffer corresponding damage to his reputation, endure emotional pain and suffering, and experience significant financial loss.

109. The conduct of all of these Defendants in joint action violated the Fourth Amendment to the United States Constitution.

110. The above described actions of the Defendants were the direct and proximate cause of the Constitutional violations set forth above.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages, punitive damages, costs, and attorneys' fees against the Defendants, and all additional relief this Court deems equitable and just.

COUNT IV– OFFICER LAW
§1983 Malicious Prosecution

111. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

112. Officer Law knew that the allegations she asserted in the Law Affidavit were false and/or were made absent arguable probable cause. Notwithstanding this fact, Officer Law contrived a story that Mr. Brivik committed serious felonies.

113. The actions of Officer Law caused the arrest of Mr. Brivik without probable cause to believe that Mr. Brivik committed any criminal activity.

114. Officer Law knew that, as a result of the arrest and fabrication of information, Mr. Brivik would be prosecuted with serious felonies, causing Mr. Brivik to

be incarcerated for lengthy periods of time, suffer damage to reputation, emotional pain and significant financial loss.

115. The conduct of Officer Law violated the Fourth Amendment to the United States Constitution.

116. The above described actions of Officer Law were the direct and proximate cause of the Constitutional violations set forth above.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages, punitive damages, costs, and attorneys' fees against Officer Law, and any additional relief this Court deems equitable and just.

COUNT V – OFFICER LAW
State Claim - Malicious Prosecution

117. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

118. Officer Law knew that the allegations she asserted in the Law Affidavit were false and/or lacked probable cause. Notwithstanding this fact, Officer Law contrived a story that Mr. Brivik committed serious felonies.

119. The actions of Officer Law caused the arrest and prosecution of Mr. Brivik without probable cause to believe that Mr. Brivik committed any criminal activity.

120. The conduct of Officer Law violated of Florida State Law.

121. The above-described actions of Officer Law were the direct and proximate cause of the violations of Florida State Law.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages and costs against Officer Law, and all additional relief this Court deems equitable and just.

COUNT VI – CO-INVESTORS
State Claim Malicious Prosecution

122. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

123. The Co-Investors were aware that Mr. Brivik was being arrested absent a reasonable belief that Mr. Brivik any committed illegal activity.

124. The Co-Investors knew that Mr. Brivik did not violate the law of the State of Florida and/or any other law.

125. The Co-Investors contrived a story that Mr. Brivik did in fact represent to the Co-Investors that Mr. Brivik possessed an Option.

126. The Co-Investors knew that Mr. Brivik never misrepresented the existence of an Option and/or communicated in writing and/or orally the terms of said Option.

127. The actions of all of the Co-Investors caused the arrest of Mr. Brivik without probable cause to believe that Mr. Brivik committed any criminal activity.

128. The Co-Investors knew and foresaw that as a result of the arrest and fabrication of information, Mr. Brivik would:

- a. be prosecuted with serious felonies,
- b. be incarcerated for lengthy periods of time,
- c. suffer damage to his reputation,
- d. suffer emotional pain and suffering, and

e. suffer significant financial loss.

129. The conduct of all of the Co-Investors violated Florida law.

130. The above-described actions of the Co-Investors were the proximate cause of the violations of Florida law, set forth above.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages and costs against the Co-Investors, and all additional relief this Court deems equitable and just.

COUNT VII – OFFICER LAW
State Claim False Arrest

131. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

132. Officer Law arrested and/or proximately caused the arrest of Mr. Brivik absent of probable cause to believe that Mr. Brivik committed a crime

133. Officer Law arrested and/or proximately caused the arrest of Mr. Brivik absent of arguable probable cause to believe that Mr. Brivik committed a crime

134. The conduct of Officer Law violated Florida State Law.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages and costs from Officer, and all additional relief this Court deems equitable and just.

COUNT VIII – CO-INVESTORS
State Claim False Arrest

135. Mr. Brivik re-alleges paragraphs 1 through 87 as though fully set forth herein.

136. As a result of the misrepresentations of the Co-Investors, Mr. Brivik was arrested and incarcerated for a lengthy period of time.

137. The Co-Investors were aware that Mr. Brivik would be arrested absent probable cause that Mr. Brivik had committed a crime.

138. The Co-Investors knew that Mr. Brivik did not possess an Option and/or commit any crimes under the laws of the State of Florida.

139. The Co-Investors contrived a story that Mr. Brivik misrepresented the nature of an Option.

140. The actions of all of the Co-Investors caused the arrest of Mr. Brivik without probable cause to believe that Mr. Brivik committed criminal activity. This misconduct also proximately caused Mr. Brivik to suffer emotional pain and suffering, a lengthy detention, and significant financial loss.

141. The conduct of all of the Co-Investors violated Florida law by proximately causing the arrest of Mr. Brivik.

WHEREFORE, Mr. Brivik respectfully requests that this Court enter judgment in favor of Mr. Brivik and award Mr. Brivik compensatory damages and costs, and all additional relief this Court deems equitable and just.

JURY DEMAND

Mr. Brivik demands trial by jury on all issues so triable.

Dated: September 15, 2011

Respectfully submitted,

s/ Richard E. Fee

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