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IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

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CLERK, U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO, FLORIDA

LLANOS OIL EXPLORATION LTD.,

Plaintiffs,

6:05-CV-580-ORL-18DAB

v.

DRUMMOND COMPANY, INC.,  
DRUMMOND LTD., ALVARO URIBE,  
FABIO ECHEVERRI, ALBERTO CALDERON,  
VICTOR EDUARDO PEREZ, ISAAC YANOVICH,  
AND MARTHA MANOSALVA

Defendants.

VERIFIED COMPLAINT

Plaintiff, Llanos Oil Exploration, Ltd., by its undersigned counsel,  
hereby sues Defendants Drummond Company, Inc., Drummond, Ltd.,  
Alvaro Uribe, Fabio Echeverri, Alberto Calderon, Victor Eduardo Perez,  
Isaac Yanovich, and Martha Manosalva states as follows:

1. This is an action under the Racketeer Influenced and Corrupt  
Organizations Act and Florida common law seeking the recovery of damages  
incurred by Llanos Oil as a result of an ongoing organized scheme that Defendants  
have perpetrated in order to steal certain oil rights to which Plaintiff had  
contractual rights in Colombia, South America.

2. In perpetrating their scheme, Defendants have broken United States and international law, relied upon theft, abuses of power under the color of law, intimidation, threats of violence, and false imprisonment.

3. The scheme perpetrated by Defendants will have, and was intended to have, wide ranging consequences in the United States, where a substantial portion of the proceeds of Defendants' ill-gotten gains will be distributed and where the oil to be recovered by Plaintiff was to be delivered. The United States is also the country of origin for most of the companies with which Plaintiff contracted to drill and ship the oil and there will be a financial impact in the United States for that reason as well.

4. Further still, some of the Defendants have acted under the color of Colombian law and control law enforcement authorities and the judiciary in Colombia. As a consequence, Plaintiff has no alternative forum in which to receive a fair hearing in Colombia. Accordingly, this Court can, and should, hear this suit.

### **JURISDICTION AND VENUE**

5. This Court has federal question jurisdiction for the claims for relief arising under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961, et seq. pursuant to 18 U.S.C. § 1964(c) and 28

U.S.C. § 1331. In addition, this Court has jurisdiction over the Defendants who reside in Colombia, South America pursuant to 18 U.S.C. § 1965.

6. Pursuant to 28 U.S.C. § 1367, the Court has supplemental jurisdiction over the claims for relief arising under Florida law.

7. The Court also has diversity jurisdiction pursuant to 28 U.S.C. § 1332 over the claims against Drummond Company, Inc. and Drummond, Ltd. (sometimes collectively referred to hereinafter a “Drummond” or “the Drummond companies”) pursuant to 28 U.S.C. § 1332 because Plaintiff is a citizen of a foreign state and Drummond is a citizen of Alabama and the amount in controversy exceeds \$75,000.

8. Venue is proper in the Middle District of Florida pursuant to 18 U.S.C. § 1965(5) because Defendant Drummond Company, Inc. has an agent and transacts business affairs in the Middle District of Florida.

### **THE PARTIES**

9. Plaintiff, Llanos Oil Exploration, Ltd. (“Llanos Oil”), is a corporation registered in the Isle of Mann and with an independent branch office registered in Bogotá, Colombia. Llanos Oil is an oil exploration company that conducts its exploration and drilling activities in Colombia, South America. Llanos Oil’s principal place of business is Orlando, Florida, where its financial operations are centered and where its investor

relations, public relations, and coordination of corporate activities are conducted.

10. Defendant Drummond Company, Inc. was incorporated in Alabama and is engaged primarily in the mining and shipment of coal. It is a closely-held corporation owned by the Drummond family, and is controlled in its day-to-day operations by Garry Drummond. Its principal place of business is located at 530 Beacon Parkway, Suite 900, Birmingham, Jefferson County, Alabama 35209. Among other places, Drummond Company, Inc. owns and operates a large coal mine, rail line and port in Colombia, South America. The operations in Colombia are financed and managed from the United States headquarters of Drummond Company, Inc, and the profits from the Colombia operations are transferred to one or more bank accounts held by Defendant Drummond Company, Inc. and/or Garry Drummond in the United States. Defendant Drummond Company, Inc. is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(2), Fla. Stat., because it is engaged in substantial and not isolated activity within the State of Florida.

11. Defendant Drummond Ltd. was incorporated in Alabama and has its principal place of business at 3000 Highway 78, Jasper, Walker County, Alabama 35501. It is wholly-owned by Drummond Company, Inc. Drummond Ltd.

manages the day-to-day operations of the Drummond coal operations in Colombia, but at all times operates under the complete ownership, direction and control of Defendant Drummond Company, Inc, and Garry Drummond. Drummond Ltd. lists Drummond Company, Inc. as its Chief Executive. Garry Drummond caused Defendant Drummond Company, Inc. to create Defendant Drummond Ltd., which is a wholly-owned, undercapitalized alter ego of Defendant Drummond Company, Inc. totally under the dominance and control of Defendant Drummond Company, Inc. and Garry Drummond. Defendant Drummond, Ltd. is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(2), Fla. Stat., because through its alter ego Drummond Company, Inc. it is engaged in substantial and not isolated activity within the State of Florida.

12. Defendant Alvaro Uribe (“Uribe”) is President of Colombia, South America and is a resident of that country. Uribe is the head of Department of Administrativo de Seguridad (“DAS”), a governmental security organization that was used to perpetrate the organized fraud that is the subject of this complaint. Uribe, both personally and through his agent, Fabio Echeverri, has used his office and his control of DAS to illegally divert Llanos Oil’s mineral rights to the Drummond companies in exchange for his own personal gain. Uribe is also utilizing paramilitary forces financed by the Drummond

companies to quell dissent and maintain his political power in Colombia. Uribe is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(1(a)), Fla. Stat., because a member of the enterprise charged herein is found within the State of Florida and Uribe, personally or through an agent, committed a tortious act within the State of Florida.

13. Defendant Fabio Echeverri (“Echeverri”) is Uribe’s chief of staff, and the chairman of the Board of Directors of Ecopetrol, a Colombian ministry that, at all material times, administered oil leases in Colombia. Echeverri, along with Uribe, controls DAS. Echeverri orchestrated a change to the Colombian Constitution which for the first time in history enabled a Columbia President – i.e., Uribe -- to run for a second term in 2005. In addition, Echeverri is an agent of the Drummond companies and has worked with Drummond and paramilitary organizations to increase Drummond’s profits so that the profits can be shared with the Defendants. Echeverri, acting through the enterprise described herein, has used threats and other unlawful acts to install Echeverri’s puppets in crucial government offices so that Echeverri could maintain power and they could increase the profits of other members of the enterprise. Echeverri is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(1(a)), Fla. Stat., because a member of the enterprise charged herein

is found within the State of Florida and Echeverri, personally or through an agent, committed a tortious act within the State of Florida.

14. Defendant Alberto Calderon (“Calderon”) is the former President of Ecopetrol and is a resident of Colombia, South America. Calderon played an instrumental role in fabricating a basis to terminate Llanos Oil’s “Las Nieves” oil lease and in the misappropriation of \$750,000 from Llanos Oil in Miami, Florida. Calderon is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(1(a)), Fla. Stat., because a member of the enterprise charged herein is found within the State of Florida and Calderon, personally or through an agent, committed a tortious act within the State of Florida.

15. Defendant Victor Eduardo Perez (“Perez”) is the former vice president of the Exploration and Production Division of Ecopetrol. Perez fabricated a basis to terminate the Llanos Oil’s “Las Nieves” oil lease and misappropriated the \$750,000 from Llanos Oil in Miami, Florida. Perez is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(1(a)), Fla. Stat., because a member of the enterprise charged herein is found within the State of Florida and Perez, personally or through an agent, committed a tortious act within the State of Florida.

16. Defendant Isaac Yanovich (“Yanovich”) is the current President of Ecopetrol and is a resident of Colombia, South America. Yanovich played an instrumental role in fabricating a basis to terminate Llanos Oil’s “Guatapuri” oil lease aka “Las Nieves” oil lease. Yanovich is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(1(a)), Fla. Stat., because a member of the enterprise charged herein is found within the State of Florida and Yanovich, personally or through an agent, committed a tortious act within the State of Florida.

17. Defendant Martha Manosalva (“Manosalva”) is the current Fiscal Tercera Delgada equivalent of a U.S. District Attorney and is a resident of Colombia, South America. Manosalva played an instrumental role in fabricating a basis to terminate the lease of Llanos Oil and wrongfully caused the detention of Hendrik van Bilderbeek. Manosalva is subject to the *in personam* jurisdiction of this Court under, *inter alia*, 18 U.S.C. § 1965(d) and § 48.193(1(a)), Fla. Stat., because a member of the enterprise charged herein is found within the State of Florida and Manosalva, personally or through an agent, committed a tortious act within the State of Florida.

#### **OTHER RELEVANT ENTITIES**

18. The Empresa Colombiana de Petroleos (“Ecopetrol”) is an agency of the Colombian government that oversees oil exploration and exploitation of

mineral rights for oil production in Colombia. Several of the Defendants are former and current officers of Ecopetrol. At all material times, Echeverri effectively controlled Ecopetrol through his position as Chairman of the Board and by virtue of his alignment with Uribe. Ecopetrol has acted as the agent of the Defendants and Defendants have used Ecopetrol to perpetrate the scheme at issue. Ecopetrol's banking activities and much of its financial operations are centered in New York and Miami, Florida. Through Ecopetrol, the Defendants and/or their agents committed tortious acts in Miami in furtherance of the scheme at issue in this case.

19. The Department of Administrativo de Seguridad ("DAS") is a governmental secret police organization under the control of the Colombian Presidential Palace, and has, at all material times, been directed by Uribe and/or Echeverri. Acting at the command of Uribe and Echeverri, DAS has fabricated charges and disseminated false information concerning Llanos Oil and its principals in an effort to convert the mineral rights that were leased by Llanos Oil.

20. Garry Drummond, a resident of the State of Alabama, is the Chief Executive Officer and Chief Operating Officer of Defendant Drummond Company, Inc. Garry Drummond is active in Drummond's operations in Colombia, and personally deals with issues relating to collective bargaining

negotiations and relations with paramilitary forces used by the company. Garry Drummond makes decisions relating to the Colombia operations in the United States, and then either personally implements them or orders others employed by Defendant Drummond Company, Inc. and/or Defendant Drummond, Ltd. to implement them in Colombia. Garry Drummond's complete control over and ownership of Defendant Drummond Company, Inc. and Defendant Drummond Ltd. makes these companies his alter ego and makes the companies the alter ego of each other.

### **CONDUCT AND EFFECTS IN THE UNITED STATES**

21. Beginning in or about 1999 and continuing through the present, all of the Defendants conspired, confederated, and agreed to a scheme whereby, through various unlawful acts, they would steal mineral rights leased to Llanos Oil. The Defendants purposefully directed their activities towards the United States. The Defendants, either personally or through one or more agents, committed overt acts within the United States, including the theft of \$750,000 from an escrow account that Llanos Oil had opened at Barclay's Bank in Miami, Florida and the theft of \$100,000 that Llanos Oil deposited into Ecopetrol's ABNAMRO bank account in Miami, Florida. Those thefts in the United States caused substantial injury to Llanos Oil's operations. Indeed, the escrow deposit was the cornerstone to a billion barrel plus oil lease. Further still, both ecopetrol

and Drummond maintain accounts in the United States where profits of the scheme at issue were expected to be diverted.

22. Furthermore, at least part of the planning of the scheme occurred in the offices of the Drummond companies in the United States. Further still, as a result of their theft of Llanos Oil's mineral rights, Defendants' acts had reasonably foreseeable and substantial effects in the United States, including the prevention of Llanos Oil from carrying out the terms of contracts with various United States companies that were to assist in the production of oil and the delivery of oil within the United States. Finally, the Defendants have fabricated information that they delivered to governmental authorities in the United States and thereby intentionally interfered with Llanos Oil's United States' operations.

23. As a result of the Defendants' conduct within the United States and their conduct in Colombia that has had and will have substantial effects in the United States, this Court has both subject matter jurisdiction over this controversy and *in personam* jurisdiction over the Defendants who reside in Colombia.

### **FACTS COMMON TO ALL COUNTS**

#### **Llanos Oil**

23. Hendrik van Bilderbeek (a United States Resident) and Albert van Bilderbeek (a United States citizen, Florida resident, Osceola County)

are principals of Llanos Oil. The van Bilderbeek brothers descend from a highly respected family of Shell Oil engineers. Hendrik attended The School of Mines in Colorado where he majored in oil engineering. Hendrik made his career with Shell Oil and was involved in intensive oil exploration activities in various regions of the world. Albert and Hendrik have been working diligently with Colombian officials for nearly twenty years in their quest to discover oil in Colombia.

24. In September of 1984, the van Bilderbeek brothers and other stockholder/investors purchased Llanos Oil. There are fifty-three stockholders (outside of Albert and Hendrik van Bilderbeek), sixteen royalty holders and thirty-one lenders, some of who are also stockholders. Together, these individuals have invested and placed at risk in excess of ten million dollars USD for the purpose of exploring oil in the Cesar Basin of Colombia.

#### Llanos Oil explores Colombia

25. Since 1984, Llanos Oil has spent millions of dollars conducting seismic studies and other ecological searches to ascertain the whereabouts and quantity of oil located within the Cesar Basin of Colombia. Llanos Oil has also spent enormous sums to build roads and develop an infrastructure for transporting the oil when it is found.

26. Llanos Oil has contracted primarily with US firms or Colombian subsidiaries of US firms to perform the exploration operations in Colombia. Consequently, there has been more than a minimal impact in the United States as a result of Llanos Oil's Colombian operations.

27. Llanos Oil has explored various regions of Colombia, including the following:

\*\* Llanos Oil explored the Surales Association Contract in the Llanos region between 1984 and 1987. It conducted 466 km of seismic studies in that region.

\*\* During the same time period, Llanos Oil explored the Canaparo Sur Association Contract in the Llanos region. This exploration covered over 700 km of seismic studies and five exploratory wells were drilled in the area.

\*\* In 1986, Llanos Oil obtained the first option rights on the Cabezas Medio area and drilled the exploration well Mata De Indios #1.

\*\* From 1986 to 1994, Llanos Oil continued to explore the Cabezas Medio area.

\*\* In 1994, the Colombia parliament passed Law # 97, largely as a result of Llanos Oil's efforts. Law # 97

defined private land and mineral rights, a subject of great controversy and litigation prior to enactment of the law. As a result, Llanos Oil was able to commence full exploration of the Cesar Basin.

\*\* In 1995, Llanos Oil acquired the first option right for Las Maracas area for \$500,000.00 USD.

\*\* In 1996, Llanos Oil applied for the oil exploration rights of Las Nieves at cost of \$250,000.00 USD. Las Nieves is the block adjacent to Las Maracas.

\*\* In 1997, Llanos Oil paid private land owners for land lease rights for two locations referred to as “Fidelina” and “Guacharaca” within the Las Nieves area.

28. Based on the results of its exploration, Llanos Oil concluded that the Las Nieves region of Colombia contained vast, untapped oil reserves.

#### Llanos Oil Discovers Vast Oil Reserves

29. In 1997, Llanos Oil entered into an exploration oil lease with Ecopetrol. A copy of the lease is attached as Exhibit 1. The lease covers 250,000 acres referred to as the Las Nieves region located within the Cesar Basin. The lease was for a twenty-eight year term with periodic

development goals and requirements. Llanos Oil established \$750,000 line of credit to guarantee the work program for the first year. *See Exhibit 2.* Llanos Oil immediately and aggressively expanded its exploration within the region. All administrative and physical requirements of the lease were timely met by Llanos Oil.

30. In 1998, Llanos Oil's seismic reports identified ten massive oil structures within the Las Nieves region. A copy of the identified nine massive oil structures is attached as Exhibit 3. Llanos Oil's studies confirmed the potential of at least one billion barrels of light crude, sweet, Brent, 39-42 API oil (identical to the neighboring proven billion barrel oil reservoirs of La Paz and La Mara of Venezuela) ready for immediate production. This was a breathtaking find that would have an incredible impact on Colombia's future economic growth, and bring billions of dollars of profits to the Llanos Oil investors. Llanos Oil began preparations to drill the oil and transport it for sale in the USA.

31. Word of Llanos Oil' discovery leaked and become known to highly placed individuals in Colombia's State oil company, Ecopetrol. The potential riches expected to be generated by this discovery caused the worst aspects of greed to surface. In an effort to eliminate Llanos Oil from their mineral leasehold, the principals of Ecopetrol collaborated with other

members of an enterprise which has used, and continues to use, various criminal artifices to oust Llanos Oil from its lease, including theft of funds, false allegations of money laundering, threats of violence, and the false imprisonment of Hendrik van Bilderbeek.

First Termination; Theft of \$750,000

32. In 1999, Llanos Oil conducted over 235 km (376 miles) of reprocessed seismic studies. However, during the summer of 1999, all work had to be halted because of severe flooding in the area. The flooding has been certified by the Colombian Meteorological Institute (IDEAM) as shown by the documents attached as Exhibit 4.

33. In the year 2000, as a result of the flood, Llanos Oil requested that Ecopetrol extend the time for completing certain exploratory work required under its contract. Llanos Oil was entitled to such an extension under Clause #34 of Ecopetrol's contract with Llanos Oil which provided for automatic extensions in the cases of acts of nature, which specifically included flooding. A copy of Clause 34 is attached as Exhibit 5.

34. In accordance with the contract, Ecopetrol agreed to the extension. However, Ecopetrol conditioned the extension on the posting of an additional \$750,000 letter of credit, a condition not contemplated by the original contract. Exhibit 6 is a true and accurate copy of a letter from

Ecopetrol purporting to establish the illegal condition.

35. In an effort to avoid a protracted dispute, Llanos Oil extended the \$750,000 letter of credit pursuant to Ecopetrol's demand, as shown by Exhibit 7. Funds in the amount of \$1.5 million backing the \$750,000 letter of credit were posted with Barclay's Bank in Miami, Florida. After the letter of credit was issued, Ecopetrol unilaterally issued a letter of termination falsely alleging that Llanos had not completed their work program as prescribed. To add further insult to Llanos Oil's injury, Defendants then immediately misappropriated \$750,000 of the funds backing the letter of credit. Ecopetrol's misappropriation of the \$750,000 and its unilateral termination of the Llanos Oil contract was without merit and was part of Defendants' scheme to divert the mineral rights of Llanos Oil.

Llanos Oil continues its exploration in Colombia

36. When Ecopetrol terminated Llanos Oil's lease in 2000, Llanos Oil refused to accept this unilateral act and continued to conduct oil exploration in the Las Nieves area. This is important because it rebuts Ecopetrol's subsequently fabricated allegation that Llanos Oil was a sham entity that conducted no exploration activities.

37. Llanos Oil completed the following development objectives

between 1999 and 2002, as shown in part by the documents attached as Exhibit 8:

\*\* A study of the Las Nieves exploration area was conducted by Petroconsultants of Switzerland, on behalf of Llanos Oil

\*\* Diacomp of Houston, Texas, conducted a study to determine the formation of petrol physical properties and the existence of formation fracturing. Llanos Oil paid Diacomp \$50,000 for their work

\*\* In 2000, Dr. Roberto Prince, Geophysist, and Dr. Mario Prince, Geologist, prepared an interpretation of the geological/geophysical data available in the Seismic Reports of the drilling sites of Fidelina & Gaucharaca

\*\* Satellite scanning of the entire Las Nieves Block, incorporating seismic, geological and thermal image interpretation was done by two Landsat ETM satellites at a cost of \$100,000

\*\* Llanos Oil continued to build and enhance the physical infrastructure of the potential drilling site of "Fidelina" and "Guacharaca" by the building of roads, platforms, mud-pits

\*\* Llanos Oil engineers reviewed over 1176 miles of

seismic reports by Philips Petroleum

\*\* Almost 235 Km (376 Miles) of reprocessed seismic studies were completed

\*\* Western Atlas conducted new seismic studies covering 70 Km (112 Miles)

\*\* Two brand new drilling towers were purchased from Beiken Industries

38. In addition, Llanos Oil completed the following development objectives during 2003, as shown in part by the documents attached as Exhibit 9:

\*\* Completion of Filelina's drill site (added were piping, casing and boorhole) and partial completion Guacharaca at a cost in excess of \$500,000

\*\* The reissuing of the Environmental and drilling permits at a cost in excess of \$50,000

\*\* Survey lines were set out covering 55 Km (88 Miles) to continue from the above mentioned 70km so that appropriate new seismic evaluations could be made

The total cost expended for seismic studies since the beginning of the Guatapuri Contract aka Las Nieves Contract has

been in excess of \$1.5 million USD

\*\* Llanos contracted for a new drilling tower from Parker Drilling, Rig 117, for which Llanos Oil paid \$100,000.00

\*\* Llanos contracted with Halliburton to supervise its drilling operations for which Llanos Oil paid \$75,000

#### Llanos Oil Challenges Termination

39. Llanos Oil aggressively challenged Ecopetrol's wrongful termination of the contract and enlisted the aid of Colombian, Dutch and United States officials to assist Llanos Oil in its efforts to enforce its rights. Documents related to Llanos Oil's efforts in that regard are attached as Exhibit 10.

40. Ultimately, as a result of the petitions by Llanos Oil's investors, President Pastrana of Colombia directed that Ecopetrol return the Las Nieves contract to Llanos Oil, as shown by Exhibit 11.

41. In January 2003, Ecopetrol finally agreed to reinstate the contract. However, Ecopetrol changed the contract name from "Las Nieves" to "Guatapuri" to make it appear that Ecopetrol was issuing a new lease to Llanos Oil. In fact, the "Guatapuri area is identical to the Las Nieves area which Llanos Oil had already leased and in which it had operated since 1997. A copy of the second lease is attached as Exhibit 12.

42. As a condition to the “Guatapuri” lease being reinstated, Ecopetrol demanded that Llanos Oil place an additional \$2,500,000 in an escrow account. This additional monetary deposit was not contemplated by President Pastrana’s instruction that the contract be reinstated. However, Uribe had been elected President of Colombia in the meantime. Echeverri, the head of Ecopetrol, is Uribe’s chief of staff and was the integral component of the mechanism by which Uribe was elected. Echeverri is as also an agent of Drummond and it was Echeverri who had initiated the corrupt scheme to divert the mineral rights leased to Llanos Oil. Uribe is an accomplice in that scheme.

43. Despite the fact that Ecopetrol’s principals had already stolen the \$750,000 deposited by Llanos Oil, Llanos Oil opened an escrow account with Helm Bank in Miami, Florida. Subsequently, Helm Bank contacted Ecopetrol to advise that Llanos Oil had complied with the \$2,500,000 escrow account requirement.

44. The Guatapuri “aka” Las Nieves contract became effective on February 6, 2003. Ecopetrol specifically confirmed that Llanos Oil had complied with all terms and conditions of the contract, as shown by Exhibit 13.

Fabrication of charges

45. On February 14, 2003, eight days after the “Guatapuri” contract became effective, DAS, the Colombian secret service organization controlled by Uribe and his Chief of Staff, Echeverri, issued a memorandum (Exhibit 14) advising law enforcement authorities of a possible international drug organization transporting drugs from the Cesar area (which includes “Guatapuri”). This was the first openly overt step taken in furtherance of the Defendants’ plan to oust Llanos Oil from its mineral rights through the fabrication of charges against Llanos Oil and its principals.

46. Shortly thereafter, DAS advised the Drug Enforcement Administration of the U.S. Department of Justice that Llanos Oil was being utilized to launder drug proceeds. This absolutely false allegation was designed to pressure Llanos Oil (and its principals) to give up its mineral rights so that they could be taken over by the Ecopetrol principals. In fact, Ecopetrol itself was widely suspected of operating a drug organization protected by the Colombian army in the Cesar area. Indeed, in an October 2003 memorandum (Exhibit 15) the DEA stated that the Llanos Oil principals “are negative in our indices,” but Ecopetrol “is of record by DEA for various cocaine smuggling related entries as well as for

its involvement in importing/supplying chemicals used for processing of cocaine and money laundering.”

47. DAS and the Ecopetrol principals continued to advise the DEA and other law enforcement authorities that Llanos Oil was a sham entity that had never done any exploration work or the work necessary for oil exploration in Colombia, as shown by Exhibit 16. These allegations were false and Defendants knew they were false. Despite their falsity, the allegations were repeatedly reiterated by DAS and created mounting pressure on Llanos Oil and interfered with Llanos Oil’s relationships with banks and its investors.

48. On July 12, 2003, Ecopetrol suddenly demanded that Llanos Oil transfer \$2.5 million to the Bank of Bogotá no later than July 19, 2003. This would be a difficult task for any entity on such short notice. While Llanos Oil was reluctant to transfer the funds to a bank controlled by Ecopetrol given the fact it had already stolen \$750,000 that Llanos Oil had previously deposited, Llanos Oil gave instructions for the funds to be transferred.

49. Notwithstanding the above, on July 23, 2003, Ecopetrol canceled the Guatapuri contract. An Adjunct Vice President of Ecopetrol performed the termination, as shown by Exhibit 17. Under Ecopetrol’s

statutes clause 41, an Adjunct Vice President is not legally permitted under any circumstance to terminate an oil exploration contract. The Defendants used an Adjunct Vice President to carry out the termination in an effort to conceal their orchestration of the termination. This unilateral act of attempted termination was illegal, null, void, and of no legitimate effect.

50. In response to the July 2003 termination of its lease, Llanos Oil appealed to Colombia's Ministry of Mining, an agency that supposedly has the authority over Ecopetrol in the Colombian government.

51. On September 17, 2003, the Ministry of Mining directed Ecopetrol to reinstate the oil mineral rights leased by Llanos, as shown by Exhibit 18. Ecopetrol has ignored that directive.

#### The Drummond Companies

52. Defendants Drummond Company, Inc. and Drummond, Ltd. are Alabama corporations that are engaged primarily in the mining and shipment of coal. Among other places, Drummond Company, Inc. owns and operates a large coal mine, rail line and port within the contracted oil lease area of Llanos Oil in Colombia, South America. See Exhibit 19. The operations in Colombia are financed and managed from the United States' headquarters of Drummond Company, Inc, and the profits from the Colombia operations revert to Drummond Company, Inc.

53. Drummond Company, Inc. and Drummond Ltd. utilize the services of the Colombian military to protect their mining facilities, railway lines and U.S. workers in Colombia. Drummond Company, Inc. and/or Drummond Ltd. actually support a military base on company property by providing the land, as well as electricity, fuel, and equipment. The Defendant companies also maintain the local roads used by the military. Some of the local military supported by the company cooperate with the paramilitaries that also operate on the Drummond property and act on behalf of Drummond. Further, a significant number of these military personnel also are members of the paramilitaries operating in Valledupar, Colombia and elsewhere.

54. In addition, Drummond Company, Inc. and Drummond Ltd. permit known paramilitaries of the United Self-Defense Forces of Colombia ("AUC") to freely enter their mining facilities in Colombia. These AUC paramilitaries are permitted to operate openly in and around the Drummond facilities in Colombia because they are in a cooperative and symbiotic relationship with the regular military that are stationed on Drummond's property. Further, some of the regular military soldiers based on Drummond's property also are members of the AUC paramilitaries operating in and around the Drummond facilities. The Drummond companies provide supplies, including fuel, as well as monetary support to these paramilitaries. The Drummond companies pay the paramilitaries

out of a slush fund account which is controlled in Colombia by La Loma mines' President Augusto Jiminez.

55. The Drummond companies have been accused of systematically employing paramilitaries to terrorize trade union leaders, murder persons it viewed as interfering with its profits, and engage in other unlawful acts. A copy of a federal complaint describing some of the campaigns of murder and terror in which Drummond has been accused of engaging is attached as Exhibit 20.

56. Drummond is closely aligned with Echeverri. See Exhibit 21. Echeverri is an agent of Drummond and a member of the group that directs its activities in Colombia. Drummond and Echeverri have a long-standing and ongoing association.

57. In an effort to obtain their objectives, Echeverri, along with the other Defendants herein, formulated a scheme to convert Llanos Oil's mineral rights and transfer those rights to Drummond, which would then divert a portion of the profits to the other Defendants.

Ecopetrol transfers Llanos Oil's mineral rights to Drummond

58. Ecopetrol, which was controlled by Echeverri and other Defendants, ignored the Ministry of Mining's order that Ecopetrol reinstate Llanos Oil's lease. Instead, in December of 2003, Ecopetrol transferred the mineral rights leased by Llanos Oil to Drummond.

59. There was no legitimate reason for Ecopetrol to transfer the mineral rights to Drummond

60. Drummond is a coal mining company. It has never drilled oil or conducted oil exploration activities. It does not have the equipment or technical knowledge necessary to do so. Drummond does not meet the requirements necessary for a company to receive an oil lease under the terms and conditions established by Ecopetrol and the Ministry Mining. *See, e.g.*, Exhibit 22 (setting forth, in part, Ecopetrol's standards for oil companies to receive Ecopetrol contracts).

61. Drummond's application to take over the "Guatapuri" was approved in less than nine days on the 23<sup>rd</sup> of December, 2003, as shown by Exhibit 23. The process normally takes a year and a half. Ecopetrol have never approved an application for any oil company in less than a year because of the burdensome requirements that must be met.

62. The exploration work program set out by Ecopetrol for Drummond for the first year called for the drilling of two stratographic wells which cost around \$5,000 per well versus the first year exploration work program set out by Ecopetrol for Llanos Oil which called for one exploration well which costs approximately \$3.5 million. Furthermore, Drummond used proprietary intellectual property data developed by

Llanos Oil to support its “application” to take over Llanos Oil’s lease. That data was misappropriated.

63. The Ecopetrol-Drummond Contract (Exhibit 23) is a farce. Every page of the contract is notarized. When Llanos Oil originally obtained a copy of the contract page 9 was missing. Thereafter, page 9 was inserted, setting out an alleged work program for Drummond. Significantly, page 9 of carries a different notary stamp then all other pages of the Contract, which is indicative of the fact that it was inserted after the original phony application was submitted.

64. Nine days after Drummond signed the Contract Ecopetrol’s mandate to issue oil leases ended. Thereafter, the newly created Agencia Nacional de Hidrocarbones was in charge of issuing exploration contracts under terms and conditions more favorable to oil companies. For example, under the contracts issued by the Agencia Nacional de Hidrocarbones, oil companies are entitled to 100 percent working interest of the exploration (meaning exploration companies expend 100% of the costs for exploration and they receive 100% of the proceeds) versus receiving 70 percent a working interest under the contracts issued by Ecopetrol. At the time Drummond executed Exhibit 23, it was well known that the more favorable contracts would be available in nine days. It is inconceivable

that a major US Company such as Drummond would not wait nine days to accept 100% working interest versus 70% working interest unless, of course, there was foul play involved.

65. Ecopetrol initially purported to terminate Llanos Oil's original lease because it was allegedly not meeting work goals established under the contract. However, when Drummond applied for the Guatapuri contract, it had not conducted any technical analysis of the area and was not in any position to commence exploratory or drilling operations.

66. Drummond has invested over \$500 million into a coal mine operation, "La Loma", located in the middle of Llanos Oil's Guatapuri "aka" Las Nieves area. It is supporting paramilitary organizations, as well as the Colombia army, from that location. By obtaining the Llanos Oil lease, Drummond could maintain a monopoly on the area and keep its operations secret.

#### The imprisonment of Hendrik Van Bilderbeek

67. After Llanos Oil's contractual rights were converted by the Defendants, Hendrik van Bilderbeek wrote letters and petitioned law enforcement authorities, the Ministry of Mining, and others to assist Llanos Oil in recovering its property rights. In response, the Defendants escalated their campaign to prevent Llanos Oil from recovering its

property through the dissemination of false information and the fabrication of false charges.

68. In January of 2004, Hendrik wrote the letter attached as Exhibit 24 to Uribe advising him of the sequence of events that surrounded the misappropriation of Llanos Oil's mineral rights.

69. In January of 2004, Hendrik wrote the letter attached as Exhibit 25 to Ecopetrol appealing the termination of its contract and questioning Drummond's application process.

70. In February 2004, Hendrik wrote the letter attached as Exhibit 26 to Drummond advising that Llanos Oil did not agree with the termination and questioned the validity of the transfer to Drummond.

71. In March of 2004, Hendrik sent President Uribe the information attached as Exhibit 27 detailing Drummond's involvement with paramilitary forces and its conversion of Llanos Oil's mineral rights.

72. In April of 2004, Hendrik requested that the Procuraduria (equivalent of the US Attorney's Office) of Colombia investigate Drummond, Ecopetrol and Echeverri. See Exhibit 28.

73. In May of 2004, DAS and Ecopetrol in conjunction with DEA caused a search warrant to be served at the home of the assistant of Albert van Bilderbeek of Llanos Oil in Austria; no evidence of any wrongdoing

was recovered and the case dismissed by the Austrian prosecuting authorities. See Exhibit 29.

74. Throughout the spring of 2004 and continuing through the present, DAS, acting at Defendants' behest, has intercepted various communications from and between the principals of Llanos Oil in an effort to intimidate Llanos Oil and interfere with its business.

75. In June of 2004, Llanos Oil filed a criminal complaint against Victor Perez, former Vice President, Exploration & Production, Ecopetrol for illegally cashing the \$750,000 letter of credit. See Exhibit 30.

76. In August of 2004, Ecopetrol disseminated the false information attached as Exhibit 31 charging that Llanos Oil was a sham company and that it had not done any exploration work in Colombia.

77. In September 2004, DAS falsely advised Colombian prosecuting authorities and the United States Drug Enforcement Administration, as shown by Exhibit 32, that Llanos Oil never had any contracts with Ecopetrol and was laundering money for various groups, including paramilitary organizations of the AUC, the same paramilitary group employed by Drummond being prosecuted in Federal Court of Alabama for terrorism murder and torture of Colombian union leaders.

78. On September 30, 2004, Hendrik and two other Llanos Oil employees were arrested and imprisoned by Colombian authorities. Since that date, they have remained imprisoned, without a trial, and have been subjected to psychological and physical torture.

79. The Defendants orchestrated the arrest of Hendrik both to stop his vocal opposition to Drummond's takeover of the Guatapuri contract and because they knew that, without Hendrik, the operations of Llanos Oil could not continue. The sole purpose of Hendrik's continued imprisonment is to assist the Defendants in their scheme to misappropriate the mineral rights leased to Llanos Oil.

#### Damages

80. Llanos Oil has sustained damages yet to be completely identified and quantified and that are the direct and proximate result of the acts perpetrated by the Defendants. Such damages are ongoing and include the loss of Llanos Oil's investment of more than \$10 million in the Guatapuri region; lost sales and revenues and other significant direct, collateral, and consequential damages arising from the loss of the mineral rights in the Guatapuri aka Las Nieves region (conservatively valued at \$50 billion USD); and the impact on Llanos Oil's business operations and its ability to effectively function and compete.

There is No Alternative, Adequate Forum

81. Plaintiffs do not have access to an independent or functioning legal system within Colombia to raise their complaints. Any effort by Plaintiffs to seek legal redress in Colombia would be futile because those seeking to challenge official action or paramilitary violence, including prosecutors and prominent human rights activists, are at great risk from retaliation. This has been well-documented in credible human rights reports by the U.S. Department of State, Human Rights Watch, and Amnesty International. The U.S. Department State, in its March 4, 2002 Country Report on Colombia, explained that "[t]he civilian judiciary is inefficient, severely overburdened by a large case backlog, and undermined by intimidation and the prevailing climate of impunity. This situation remains at the core of the country's human rights problems."

82. This assessment about the Colombian judicial system is corroborated in detail by the February 28, 2002 Report of the UN High Commissioner for Human Rights on the human rights situation in Colombia ("UNHCR Report"), which relates that "the administration of justice continues to suffer from serious weaknesses and deficiencies that help bolster the high rates of impunity for major human rights violations and breaches of international humanitarian law." The UNHCR concludes that "the main challenge in Colombia may be defined as the future of the rule of law. The rule of law is in grave jeopardy as result of the

continuing armed conflict, the escalation of violence, the lack of a proper administration of justice and the burgeoning paramilitary states."

83. The UNHCR further states that "[s]everal events have called into question the independence and autonomy of prosecutors in their investigation into human rights violations, particularly those involving paramilitary groups and public officials." The UNHCR advises that there is a "disquieting reluctance on the part of the State to implement the right to independent, impartial and rights-based justice."

84. The UNHCR relates that these deficiencies in the judicial system are only exacerbated by Colombia's recent passage of the Security and National Defense Law which has resulted in "the subordination of the civilian authority to the military, the undermining of the rule of law and the violation of human rights." On June 24, 2002, UN High Commissioner for Human Rights, Mary Robinson, expressed her "deep concern over an escalation in harassment and violence against human rights defenders in Colombia," mostly by the paramilitaries. Mary Robinson further explained that this harassment and violence is being spurred on by "public servants, and especially members of the security forces ...." (*Id.*).

85. The complaint in this case expressly implicates President Uribe, a man who controls the military and, as a result, the judiciary. The complaint

expressly implicates Echeverri, Uribe's Chief of Staff, and a man widely viewed as the puppet master for Uribe and the real power at the Colombian Palace.

86. The complaint expressly implicates DAS, the secret police force employed by the Colombian Palace, and its connection to the DEA. The complaint expressly implicates Ecopetrol and the Colombian officials who have used that agency for their own personal gain. Ecopetrol is controlled by the Defendants and is a sham.

87. This expressly implicates the Drummond companies and the paramilitary forces that the Drummond companies and Colombian officials have employed to carry out their dirty work. The complaint also directly implicates Colombian law enforcement authorities who have permitted and participated in human rights violations, including the wrongful imprisonment of Hendrik van Bilderbeek.

88. In view of the foregoing facts, Llanos Oil could not possibly receive a fair hearing in Colombia and there is no alternative forum in which the complaints expressed herein could be heard.

COUNT I

RICO violation of § 1962(c) (against All Defendants)

89. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 as if those allegations were fully repeated herein.

90. This is an action against all the Defendants for violating 18 U.S.C. § 1962(c).

The Ecopetrol/Drummond Enterprise

91. Beginning on some unknown date prior to the year 2000, the Defendants formed an association-in-fact enterprise that was engaged in, or the activities of which affect, interstate or foreign commerce and which is referred to hereinafter as the Ecopetrol/Drummond Enterprise.

92. The Defendants joined together as a union or group of individuals, associated in fact although not a legal entity, for the following common purposes: financing paramilitary forces that could be used to protect the Defendants, quell political dissent, quash labor unions, maintain over various governmental agencies, divert Colombian mineral rights to the Drummond Companies, launder monies, and divert monies to the various individual members of the enterprise.

93. The Defendants and others known and unknown to Llanos Oil, all of whom were associated with this enterprise, participated in the

management of the enterprise through a pattern of racketeering activity, including the use and threatened use of violence, murder, theft, and general abuses of power, some of which were exerted under the color of Colombian law, and all of which occurred before 1999 and continue through the present and involve many victims other than Llanos Oil.

94. This association-in-fact enterprise has evolved as an ongoing organization with its various associates functioning at any time as a continuing unit and whose associates have shifted and overlapped. This association-in-fact enterprise has a life beyond the pattern of racketeering activity alleged in this complaint and continues up to the date of filing with a plan to continue at least as long as Uribe and Echeverri maintain power in Colombia (Uribe, Echeverri's present puppet, is in office through 2005 and plans to run for another four year term; in fact, Echeverri was instrumental in effecting a change to the Colombian Constitution that enables Uribe to run for another term).

#### The Pattern of Racketeering Activity

95. Beginning no later than 1999 and continuing through the present, the Defendants and others known and unknown to Llanos Oil who were associated with the enterprise described above did willfully and knowingly conduct and participate, directly or indirectly, in the conduct of

the enterprise's activities through a pattern of racketeering activity, which included the transportation of stolen property in foreign commerce (18 U.S.C. § 2315); multiple acts of mail and/or wire fraud connected to the theft of \$750,000 from a Llanos Oil escrow account (18 U.S.C. §§ 1341, 1343); the making of false statements to the Drug Enforcement Administration (18 U.S.C. 1001); and the following acts that are subject to more than one year imprisonment: the theft of \$750,000 from a Llanos Oil escrow account; the theft of technical and proprietary data that belonged to Llanos Oil; and the theft and/or misappropriation by fraud and deception of Llanos Oil's leasehold interest to the Las Nieves mineral rights.

96. The pattern of the racketeering activity and offenses was continuous in nature, poses a threat of continues activity, and had the same or similar purposes. These acts were not isolated events but were interrelated, repeated, and at all times threatened repetition and future criminal activity.

97. It was a corrupt object of the pattern of racketeering activity that the Defendant and others, known and unknown to Llanos Oil, would misappropriate Llanos Oil's mineral rights so that the Ecopetrol/Drummond enterprise could preserve and enhance its power and the members of the enterprise profit from their activities.

98. It was further a corrupt object of the pattern of racketeering activity that Uribe would, through the use of murder, threats, and general intimidation employed by paramilitary forces financed by the enterprise, be reelected President of Colombia.

99. It was further a corrupt object of the pattern of racketeering activity that the Ecopetrol/Drummond enterprise would obstruct justice and conceal the illegal conduct of its members through the dissemination of false charges and information through DAS and other agencies that the enterprise utilized for those purposes.

100. Beginning no later than 1999 and continuing through the present, the Defendants and others known and unknown to Llanos Oil who were associated with the Ecopetrol/Drummond enterprise described above did willfully and knowingly conduct and participate, directly or indirectly, in the conduct of the enterprise's activities through a pattern of racketeering activity, as set forth above. Each of the racketeering acts described in paragraph 95 constitutes a predicate act of racketeering activity as defined in 18 U.S.C. § 1961(1)(B).

101. The pattern of these acts was continuous in nature, posed a threat of continuous activity, and had the same or similar purpose. These

acts were not isolated events but were interrelated, repeated, and at all times threatened repetition and future criminal activity.

102. As a direct and proximate result of the Defendants' violation of 18 U.S.C. § 1962(c), Llanos Oil has suffered damages and is therefore entitled to recover from the Defendants treble damages and the cost of this lawsuit, including a reasonable attorney's fee, pursuant to 18 U.S.C. § 1964(c).

WHEREFORE, Llanos Oil demands judgment against all of the Defendants, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available through 18 U.S.C. § 1961(c) for the damages that it actually sustained;
- B. Threefold the actual damages sustained;
- C. The costs of suit and reasonable attorneys fees; and
- D. Such other relief as the Court deems just.

COUNT II

RICO violation of § 1962(a) (against All Defendants)

103. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 98 and 91 through 99 as if those allegations were fully repeated herein.

104. This is an action against all the Defendants for violating 18 U.S.C. § 1962(a).

105. From in or about 1999 and through the present, the Defendants received income derived, directly or indirectly, from a pattern of racketeering activity, as set forth above, and used and invested, directly and indirectly, such income, and the proceeds of such income, in the acquisition of an interest in, or the establishment or operation of, an enterprise, to wit, the Ecopetrol/Drummond Enterprise, which is engaged in, or the activities of which affect, interstate and foreign commerce.

106. Defendants' investment of the income they obtained as a result of their racketeering activity caused damage and injury to Llanos Oil's business and property.

107. As a direct and proximate result of the Defendants' perpetuation of the enterprise, Llanos Oil suffered injury to its business and property and is entitled to recover from the Defendants treble damages

and the cost of this lawsuit, including a reasonable attorney's fee, pursuant to 18 U.S.C. § 1964(c).

WHEREFORE, Llanos Oil demands judgment against all of the Defendants, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available through 18 U.S.C. § 1961(c) for the damages that it actually sustained;
- B. Threefold the actual damages sustained;
- C. The costs of suit and reasonable attorneys fees; and
- D. Such other relief as the Court deems just.

COUNT III

RICO violation of § 1962(d) (against All Defendants)

108. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 and 91 through 99 as if those allegations were fully repeated herein.

109. This is an action against all the Defendants for violating 18 U.S.C. § 1962(d).

110. From in or about 1999 to the present, the Defendants, together with others known and unknown to Llanos Oil, unlawfully, willfully and knowingly conspired, combined and agreed to conduct or participate, directly or indirectly, in the conduct of the affairs of the enterprise pleaded

above through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). This conspiracy to violate 18 U.S.C. § 1962(c) constitutes a violation of 18 U.S.C. § 1962(d).

111. In furtherance of this conspiracy the Defendants and others, known and unknown to Llanos Oil, committed numerous overt acts as alleged above in the pattern of racketeering described in paragraphs 95 through 99.

112. As a direct and proximate result of the Defendants' agreement to violate 18 U.S.C. § 1962(c), in violation of 18 U.S.C. § 1962(d), Llanos Oil suffered injury to its business and property and is entitled to recover from the Defendants treble damages and the cost of this lawsuit, including a reasonable attorney's fee, pursuant to 18 U.S.C. § 1964(c).

WHEREFORE, Llanos Oil demands judgment against all of the Defendants, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available through 18 U.S.C. § 1961(c) for the damages that it actually sustained;
- B. Threefold the actual damages sustained;
- C. The costs of suit and reasonable attorneys fees; and
- D. Such other relief as the Court deems just.

COUNT IV

Fraud (against All Defendants except Drummond)

113. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 as if those allegations were fully repeated herein.

114. This is an action against all the Defendants, except Drummond Company, Inc. and Drummond, Ltd., for their joint, collective, and individual fraudulent misrepresentations.

115. The Defendants intentionally made, or caused to be made, material misrepresentations and false statements, including the following false statements:

(a) The Defendants intentionally misrepresented in the year 2000 that if Llanos Oil would post \$750,000 its contract rights would be reinstated and remain in effect.

(b) Defendants intentionally misrepresented in the year 2003 that if Llanos Oil would produce certification that it had \$2.5 million in an escrow account then its contract would be reinstated and remain in effect.

116. The above statements were false and Defendants knew they were false when they made the statements.

117. Defendants intended for Llanos Oil to rely on the false statements.

118. Llanos Oil relied on the false statements and its reliance was reasonable.

119. As a direct and proximate result of the Defendants' wrongful actions, Llanos Oil has sustained actual damages and will continue to sustain such damages in the future.

WHEREFORE, Llanos Oil demands judgment against all of the Defendants named in this Count, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available under applicable law;
- B. Punitive Damages; and
- C. Such other relief as the Court deems just.

COUNT V  
Conversion (against All Defendants)

120. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 as if those allegations were fully repeated herein.

121. This is an action against the Defendants for their joint, collective, and independent actions to convert Llanos Oil property.

122. The Defendants knowingly and intentionally stole, converted, and/or otherwise misappropriated for their own benefit and/or the benefit of others, without the authority to do so, money and other property that belonged to Llanos Oil.

WHEREFORE, Llanos Oil demands judgment against all of the Defendants, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available under applicable law;
- B. Punitive Damages; and
- C. Such other relief as the Court deems just.

COUNT VI

Intentional Inference with Business (against All Defendants)

123. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 as if those allegations were fully repeated herein.

124. This is an action against the Defendants for their joint, collective, and individual actions to intentionally and/or tortiously interfere with the business of Llanos Oil.

125. At all material times, Llanos Oil had ongoing and prospective business opportunities arising from its contract for the mineral rights in the Las Nieves area of Colombia.

126. The Defendants possessed actual knowledge of Llanos Oil's business opportunities.

127. The Defendants acted deliberately and/or negligently to interfere with Llanos Oil's business opportunities, as more fully set forth above.

128. The Defendants knew or should have known that the acts complained of were likely to result in the disruption of Llanos Oil's business opportunities.

129. The Defendants' misconduct, as more fully set forth above, did, in fact, disrupt Llanos Oil's business opportunities.

WHEREFORE, Llanos Oil demands judgment against all of the Defendants, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available under applicable law;
- B. Punitive Damages; and
- C. Such other relief as the Court deems just.

COUNT VII

Intentional Inference with Contract (against All Defendants)

130. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 as if those allegations were fully repeated herein.

131. This is an action against the Defendants for their joint, collective, and individual actions to intentionally and/or tortiously interfere with the contract between Llanos Oil and Ecopetrol.

132. Llanos Oil had an ongoing contract with Ecopetrol and Defendants knew of that contact.

133. The Defendants acted deliberately and/or negligently interfered with Llanos Oil's contract with Ecopetrol.

134. Defendants intentionally and maliciously took action to terminate that contract and violate Llanos Oil's contractual rights.

135. As a direct and proximate result of the Defendants' wrongful actions, Llanos Oil has sustained actual damages and will continue to sustain such damages in the future.

WHEREFORE, Llanos Oil demands judgment against all of the Defendants, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available under applicable law;
- B. Punitive Damages; and
- C. Such other relief as the Court deems just.

COUNT VIII  
Civil Conspiracy (against All Defendants)

136. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 as if those allegations were fully repeated herein.

137. This is an action against the Defendants for civil conspiracy.

138. Beginning no later than the year 2000 and continuing through the present, Defendants combined, conspired, confederated and agreed to enter into a scheme to defraud Llanos Oil and deprive it of property rights which it owned or in which it otherwise had an interest.

139. Several overt acts were carried out in furtherance of the conspiracy, including the theft of funds, the making of false statements to law enforcement authorities, the false imprisonment of Hendrik van Bilderbeek, and the transfer of Llanos Oil's leasehold interest to the Drummond companies.

140. Defendants performed the acts alleged herein in furtherance of the common plan or design for the conspiracy with knowledge of the injury and damage it would cause to Llanos Oil and with the intent to cause such injuries or with reckless disregard for the consequences.

141. As a direct and proximate result of the conspiracy as alleged herein, Llanos Oil has been injured and damaged, and Defendants are jointly and severally liable for such injuries and damages.

WHEREFORE, Llanos Oil demands judgment against all of the Defendants, jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available under applicable law;
- B. Punitive Damages; and
- C. Such other relief as the Court deems just.

COUNT IX  
Unjust Enrichment (Against Drummond)

142. Llanos Oil incorporates by reference the allegations set forth in paragraphs 1 through 88 as if those allegations were fully repeated herein.

143. This is an action against the Drummond companies for unjust enrichment for the benefits they received.

144. Defendants unlawfully, fraudulently, and intentionally solicited and obtained money and other property rights that belonged to Llanos Oil and thereby received a benefit at the expense of Llanos Oil.

145. Llanos Oil conducted Seismic studies, data analyses, and other exploratory work that identified vast Oil reserves within the Guatapuri region of Colombia.

146. As a result of that work and Drummond's receipt of the Guatapuri contract, Llanos Oil conferred a benefit on Defendants.

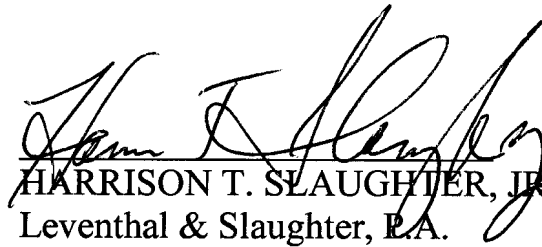
147. Defendants would be unjustly enriched if they were allowed to retain the benefits derived from Llanos Oil and they should be required to compensate Llanos Oil for those benefits.

WHEREFORE, Llanos Oil demands judgment against Drummond Company, Inc. and Drummond, Ltd., jointly and severally, and in its favor for:

- A. Compensatory and other damages contemplated by and available under applicable law; and
- B. Such other relief as the Court deems just.

**DEMAND FOR TRIAL BY JURY**

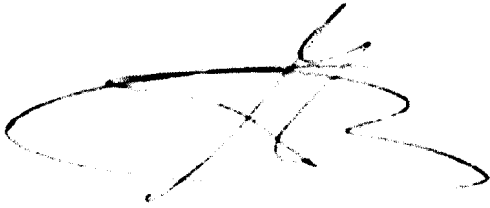
Plaintiff, Llanos Oil, demands trial by jury as to all issues so triable.

  
HARRISON T. SLAUGHTER, JR.  
Leventhal & Slaughter, P.A.  
Florida Bar No. 194822  
111 North Orange Avenue, Suite 700  
Orlando, Florida 32801

**VERIFICATION**

I, Hendrik van Bilderbeek, declare pursuant to 18 U.S.C. § 1746, under penalty of perjury under the laws of the United States of America that the facts set forth in the foregoing complaint are true and correct.

Executed in Bogota, Colombia this 27<sup>th</sup> day of March, 2005

A handwritten signature in black ink, appearing to be 'Hendrik van Bilderbeek', written in a cursive style.

Hendrik van Bilderbeek