

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division**

WILLIAM GREY)
)
 Plaintiff)
)
 v.)
)
 DAVID BROCK)
)
 -and-)
)
 JAMES ALEFANTIS)
)
 Defendants)

DAVID BROCK)
)
 Counter-Plaintiff)
)
 v.)
)
 WILLIAM GREY)
)
 Counter-Defendant)

Civil Action No.: 2011 CA 000695 B
Hon. Judge Anita Josey-Herring
Next Event: Initial Sched. Conf.
April 29, 2011

ANSWER AND COUNTERCLAIMS

Defendant David Brock and Defendant James Alefantis (“Defendants”), by and through undersigned counsel, answer Plaintiff William Grey’s Complaint in Detinue as follows:

1. The allegation in paragraph 1 is a legal conclusion for which no response is required
2. Defendants do not have information to admit or deny the allegations in paragraph 2.
- 3-4. Defendants admit to the allegations contained in paragraph 3-4.
5. Defendants deny the allegations contained in paragraph 5.
6. Defendants deny the allegations contained in paragraph 6.
7. Defendants do not have information to admit or deny the allegations in paragraph 7.

8-17. Defendants deny the allegations contained in paragraph 8-17.

18. Defendants admit to the allegations contained in paragraph 18.

19. Defendants deny the allegations contained in paragraph 19.

AFFIRMATIVE DEFENSES

First Defense

20. Plaintiff's claims are barred by laches.

Second Defense

21. Plaintiff's claims are barred by applicable statute of limitations.

Third Defense

22. Plaintiff's claims are barred in that he gifted the property to Defendant Brock.

Fourth Defense

23. Plaintiff's claims are barred in that Defendant Brock owns the property by adverse possession.

Fifth Defense

24. Plaintiff's claims are barred based on his abandonment of the property.

Fifth Defense

25. Plaintiff's claims are barred by Defendant Brock's ownership of the property.

Sixth Defense

26. Plaintiff's claims are barred by accord and satisfaction.

Seventh Defense

27. Plaintiff's claims are barred by release based on a prior settlement.

Eighth Defense

28. Plaintiff's claims are subject to Defendant's rights of set-off.

Ninth Defense

29. The relief sought in the Complaint is barred by failure of consideration.

Tenth Defense

30. The Plaintiff's claims are barred by the doctrine of unclean hands.

Eleventh Defense

31. The Plaintiff would be unjustly enriched if permitted to recover herein.

Twelfth Defense

32. The relief sought in the Complaint is barred by the Plaintiff's intentional acts as set forth below.

Thirteenth Defense

33. Defendants intend to rely on all defenses available at law or in equity as the facts of this case may show.

WHEREFORE, Defendants seek dismissal of Plaintiff's claims with prejudice.

COUNTERCLAIMS

30. Counterclaim-Plaintiff David Brock, by his undersigned counsel, asserts counterclaims against Counterclaim-Defendant William Grey as follows:

Introduction

31. Counterclaim-Defendant Grey committed the intentional tortuous acts of blackmail and abuse of the judicial process against Counterclaim-Plaintiff David Brock in order to secure his alleged personal possessions and in obtaining \$850,000, which has harmed Counterclaim-Plaintiff Brock and for which he seeks damages.

Parties and Jurisdiction

32. Counterclaim-Plaintiff David Brock ("Brock") is a nationally recognized political commentator who is director of Media Matters for America, a progressive organization that reports on conservative media. He resides in the District of Columbia.

33. On information and belief, Counterclaim-Defendant William Grey ("Grey") is a resident of the Commonwealth of Massachusetts who has brought the underlying action against Brock and James Alefantis ("Alefantis").

34. Jurisdiction of this Court is founded on D.C. Code § 11-921.

Factual Background

35. On or about July 27, 2010, Diane Schobel, counsel to Grey and at all times acting for him, sent Brock and Alefantis a demand letter for personal property in lieu of instituting a replevin action.

36. On or about September 1, 2010, counsel for Brock and Alefantis spoke to Schobel about Grey's demand for property and informed her that his claim was meritless based on the following reasons:

- Grey's claims were barred by "settlement and release" in that the parties had signed a settlement and release agreement pursuant to the sale of a home in Rehoboth Beach which Brock owned releasing Brock and Grey from any future claims they might have against each other "in any way related to the Property." Since the personal property items were situated in that home, they were covered by that release.
- Grey's claims were barred by "gift" since every single item that Grey was demanding had been gifted to Brock over ten years earlier, or by "adverse possession" in that Grey had known Brock had possessed those items for that long.

37. Counsel for Brock and Alefantis agreed with Schobel to discuss those defenses in another call, and scheduled the next call for September 8, 2010.

38. Over the Labor Day weekend, prior to the September 8, 2010 call, Grey sent Brock and Alefantis a number of emails that caused them both to become extremely upset. Brock is a political commentator and activist with a national reputation who raises millions per year for Media Matters for America based almost entirely on his good reputation. Knowing this, Grey's emails to Brock alleged salacious and outlandish claims about him, and threatened to make those allegations public if he did not give in to his demands. In other words, through those emails, Grey tried to force Brock to waive his defenses and to summarily hand over the property items or else Grey would try to destroy his reputation.

39. Over the preceding two-and-half years on at least two other occasions, Grey had made other explicit email threats to expose Brock to the scorn or ridicule to his employees, donors, and the press in demanding money and property.

40. For example, on May 19, 2010, he wrote: "David, You and James pulled this same kind of sick nonsense in 2008 to try to hide your financial malfeasance. Next step is I contact all your

donors and the IRS. OK? Do you understand[;]" "This is going to stink for you if you do not resolve this now. I assure you[.]"

41. Or in another example, he wrote on August 27, 2008: "Please finish this today so I don't have to waste my time emailing anyone—Biden, Coulter, Carlson, Huffington, Drudge, Ingraham[.]"

42. Through these prior emails, Brock had, under duress from Grey's threats stated in the emails, agreed to sell his Rehoboth Beach home and pay Grey approximately \$850,000 in sale proceeds, a payment he would not otherwise have ever made.

43. On or about September 13, 2010, Brock reported to the DC Metropolitan Police four separate acts of blackmail committed by Grey against Brock from August of 2008 to the present, including the most recent act concerning Grey's demand for personal property items.

**Count 1
(Intentional Tort---Blackmail)**

44. The allegations of ¶¶ 1-43 are incorporated herein by reference.

45. In the District of Columbia, one who intentionally causes injury to another is subject to liability to the other for that injury if his conduct is generally culpable and not justifiable under the circumstances.

46. Under DC ST § 22-3252, a person commits the offense of blackmail, if, with intent to obtain property of another, that person threatens to expose a secret or publicize an asserted fact, whether true or false, tending to subject any person to hatred, contempt, or ridicule, or to impair the reputation of any person.

47. Grey intentionally and deliberately committed blackmail against Brock based on three separate acts:

- (1) In August of 2008, Grey threatened to publicize embarrassing facts about Brock which would subject him to hate, contempt, and/or or ridicule to order to obtain \$850,000, which he was able to do.
- (2) In May of 2010, Grey threatened to publicize embarrassing facts about Brock which would subject him to hate, contempt, and/or or ridicule to order to obtain \$850,000, which he was able to do.
- (3) In September of 2010, Grey threatened Brock that he would publicize embarrassing facts about Brock, which would subject him to hate, contempt, and/or or ridicule to order to obtain personal property, including furniture, to which he has no legal right.

48. Because blackmail is an offense for which a person is criminally culpable, Grey is liable to Brock for the harm resulting for his intentionally and deliberately committing each of the three acts of blackmail against him described above.

49. As a direct and proximate cause to Grey's three separate acts of blackmail, Brock has suffered harm, including but not limited to compensatory loss and mental anguish in an amount to be determined at a later date.

WHEREFORE, Counter-Plaintiff Brock claims damages and demand judgment against Counter-Defendant Grey as set forth below.

Count 2
(Intentional Tort---Abuse of Judicial Process)

50. The allegations of ¶¶ 1-49 are incorporated herein by reference.

51. In the District of Columbia, a person who uses the court processes to accomplish some end which the process was not intended by law to achieve, or which compels the party against whom

it has been used to do some collateral thing which he could not legally and regularly be compelled to do, is liable for any resulting harm.

52. In July of 2010, Grey initiated the judicial process by serving Brock with his demand letter for the return of his alleged personal possessions, which stated that he would file an action for replevin and damages if personal property was not turned over to him.

53. In September of 2010, Grey sought to obtain the property by blackmailing Brock as described above, proximately causing him harm.

54. By resorting to blackmail, Grey used the court processes to accomplish some end which the process was not intended by law to achieve, and is liable for compensatory harm in an amount to be determined at a later date.

WHEREFORE, Counter-Plaintiff Brock claims damages and demands judgment against Counter-Defendant Grey as set forth below.

PRAYER FOR RELIEF

A. Judgment against Counter-Defendant Grey for disgorgement of \$850,000 obtained by blackmail.

B. Judgment against Counter-Defendant Grey for compensatory loss for \$500,000 for emotional harm and/or anxiety for each separate act of blackmail described above, and/or for any finding of malice, wantonness, deceit, or scienter for \$1,000,000.

C. Judgment against Counter-Defendant Grey for compensatory damages, including but not limited to attorney fees, court costs, emotional harm and/or anxiety based on abusing the judicial process as described above in an amount to be determined at a later date, and/or for any finding of malice, wantonness, deceit, or scienter for \$1,000,000.

D. Judgment for prejudgment interest plus costs, post-judgment interest, and reasonable attorney's fees; and

E. Such other and further relief as the Court deems just and proper.

Dated: March 6, 2011

Respectfully submitted,

/s/ Max Maccoby
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Butzel Long Tighe Patton, PLLC
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*Counsel for Defendant James Alefantis and
Defendant and Counter-Claimant David Brock*

CERTIFICATE OF SERVICE

I hereby certify that on March 6, 2011, I electronically served Defendant David Brock and Defendant James Alefantis' Answer to the Complaint and Counter-Plaintiff David Brock's Counterclaims to:

Leslie A. Powell
Law Offices of Leslie A. Powell
115 North Market Street
Frederick, Maryland 21701
lpowell@lesliepowell-law.com

/s/ Max Maccoby
Max Maccoby

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

William Grey,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2011 CA 000695 B
)	Judge Anita Josey-Herring
David Brock, <i>et. al.</i> ,)	
)	
Defendant.)	

ANSWER TO COUNTERCLAIM

William Grey, plaintiff, answers defendant, David Brock's, counterclaim as follows:

1. Plaintiff denies the averments in paragraph 31 of defendant's counterclaim.
2. Plaintiff lacks sufficient information to admit or deny the averments in paragraph 32 of defendant's counterclaim and therefore denies them.
3. Plaintiff admits the averments in paragraph 33 of defendant's counterclaim.
4. Paragraph 34 is a legal conclusion to which no response is required.
5. Plaintiff admits the averment in paragraph 35 that his attorney sent defendants a letter demanding the return of his personal property but denies the balance of the allegations in that paragraph.
6. Plaintiff denies the averments in paragraph 36 of defendant's counterclaim.
7. Plaintiff denies the averments in paragraph 37 of plaintiff's counterclaim.
8. Plaintiff denies the averments in paragraph 38 of defendant's counterclaim.
9. Plaintiff denies the averments in paragraph 39 of defendant's counterclaim.
10. Plaintiff denies the averments in paragraph 40 of defendant's counterclaim.
11. Plaintiff denies the averments in paragraph 41 of defendant's counterclaim.

12. Plaintiff denies the averments in paragraph 42 of defendant's counterclaim.

13. Plaintiff lacks sufficient information to admit or deny the averments in paragraph 43 of defendant's counterclaim and therefore denies them. By way of further answer, plaintiff denies that he committed any "acts of blackmail".

COUNT 1
(Intentional Tort-Blackmail)

14. In response to paragraph 44 of defendant's counterclaim, plaintiff incorporates paragraphs 1 through 13 of his answer as though fully set forth herein.

15. Paragraph 45 is a legal conclusion to which no response is required. To the extent a response is required, plaintiff denies the defendant's allegations.

16. Paragraph 46 is a legal conclusion to which no response is required. To the extent a response is required, plaintiff denies the defendant's allegations.

17. Plaintiff denies the averments in paragraph 47 of defendant's counterclaim.

18. Plaintiff denies the averments in paragraph 48 of defendant's counterclaim.

19. Plaintiff denies the averments in paragraph 49 of defendant's counterclaim.

COUNT 2
(Intentional Tort-Abuse of Judicial Process)

20. In response to paragraph 50 of defendant's counterclaim, plaintiff incorporates paragraphs 1 through 19 of his answer as though fully set forth herein.

21. Paragraph 51 is a legal conclusion to which no response is required. To the extent a response is required, plaintiff denies the defendant's allegations.

22. Plaintiff denies the averments in paragraph 52 of defendant's counterclaim.

23. Plaintiff denies the averments in paragraph 53 of defendant's counterclaim.

24. Plaintiff denies the averments in paragraph 54 of defendant's counterclaim.

AFFIRMATIVE DEFENSES

1. Defendant has failed to state a claim for which relief may be granted.
2. Defendant's claims are barred by estoppel.
3. Defendant's claims are barred by waiver.
4. Defendant's claims are barred by setoff.
5. Defendant's claims are barred by the statute of limitations.
6. Defendant's claims are barred by laches.
7. Defendant's claims fail because plaintiff owns the property at issue.
8. Defendant's claims fail because plaintiff was entitled to receive the portion of the proceeds he received from the sale of the Rehoboth Beach property.
9. Defendant's claims regarding the proceeds from the sale of the Rehoboth Beach property are barred by the parties' Agreement dated August 28, 2008 and Release dated May 14, 2010.
10. Defendant would be unjustly enriched if granted the relief sought.
11. Defendant's claims are barred by defendant's ratification of the parties' agreement regarding the sale of the Rehoboth Beach property.

LAW OFFICES OF LESLIE A. POWELL

/s/

Leslie A. Powell, Bar No. 419657
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/s/

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(301) 668-7575
Counsel for Plaintiff

Dated: March 29, 2011

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of March, 2011, a copy of Plaintiff's Answer to Counterclaim was mailed first class, postage prepaid, to Max Maccoby, Esquire, Butzel Long Tighe Patton, PLLC, 1747 Pennsylvania Avenue, N.W., 3rd Floor, Washington, D.C. 20006 and sent via the electronic case filing system on March 29, 2011.

/s/

Diana M. Schobel

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

William Grey,)

Plaintiff,)

v.)

David Brock, *et. al.*,)

Defendant.)

Case No. 2011 CA 000695 B
Judge Anita Josey-Herring

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to D.C. SCR Civil 41(a)(1), the parties stipulate to the dismissal of the Complaint and Counterclaim in the above-referenced matter **with prejudice**. Each party will pay his own costs.

LAW OFFICES OF LESLIE A. POWELL

BUTZEL LONG TIGHE PATTON PLLC

/s/

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Dated: December 1, 2011