

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2022-006100-CA-01

SECTION: CA13

JUDGE: Gina Beovides

**Oleg Firer**

Plaintiff(s)

vs.

**Everett Stern et al**

Defendant(s)

\_\_\_\_\_ /

**ORDER GRANTING PLAINTIFF'S MOTION FOR TEMPORARY INJUNCTION**

THIS CAUSE having come before the Court on July 7, 2022 for evidentiary hearing upon Plaintiff OLEG FIRER's ("Firer" or "Plaintiff") Verified Motion for Temporary Injunction ("Motion") and the Court having reviewed the Complaint and Motion; heard testimony from Firer; taken evidence and being otherwise fully apprised in the premises, makes the following findings of fact and conclusions of law: [\[1\]](#)

**FACTUAL BACKGROUND**

***A. DEFENDANTS STERN AND TACTICAL RABBIT***

1. Stern is founder and director of Tactical Rabbit. Tactical Rabbit describes itself as a private intelligence agency and offers its services for hire.
2. Stern and Tactical Rabbit have, in the past, been described as engaging in "conspiracy talk" as depicted below:

**Sweet Briar supporters hear conspiracy talk from whistleblower**

## turned PI

See <https://www.c-ville.com/sweet-briar-supporters-hear-conspiracy-talk-whistleblower-turned-pi>.

3. Stern and Tactical Rabbit have most recently turned their attention to former National Security Adviser Michael Flynn. Stern has referred to Flynn as a traitor to the United States. Mr. Flynn, in turn, has filed a defamation lawsuit against Stern. See Exhibit 3. [\[2\]](#)

### **B. OLEG FIRER'S DIPLOMATIC POSITIONS**

4. Firer—on April 6, 2017—presented copies of his credentials and took on his responsibilities as Ambassador Extraordinary and Plenipotentiary of Grenada to the Russian Federation. In that role, Firer—like every other ambassador from every other country in the world to the Russian Federation—was required to present his diplomatic credentials to Vladimir Putin, as depicted in the below photo:

### **Grenada Ambassador to Russia Presents Credentials to President Putin**

See <https://olegfirer.com/2017/10/03/firer-putin-credence/>.

5. Notably, on October 3, 2017, the President of Russia received credentials from 20 foreign ambassadors, including **the then** Ambassador of the United States, Jon M. Huntsman Jr. as depicted below:

### **U.S. Ambassador to Russia Jon M. Huntsman, Jr. presents credentials to President Putin**

### **C. DEFAMATORY PUBLICATIONS**

6. Stern and Tactical Rabbit have undertaken a systematic campaign of posting false and highly defamatory statements regarding Firer being a Russian spy. Below is one such post:
7. This post is both false and misleading. The post suggests that the pictures establish that Firer is a spy. This is not accurate. The picture with Putin was taken when Firer was required to present his credentials to Putin (as every other ambassador must do). As such, the contention that—because Firer was pictured with Putin he must be a spy—is simply wrong. If this were true, then every ambassador to Russia (including the U.S. ambassador) is a Russian spy (which, of course, is not accurate).
8. Similarly, the second picture in no way establishes that Firer is a Russian spy. The photo was taken at a reception of the Russian minister of foreign affairs for the heads of diplomatic missions of the group of Latin America and the Caribbean (GRULAC). Twenty ambassadors were present from GRULAC. Again, this does not in any manner establish that Firer is a Russian spy.
9. Defendants, in other posts, also allege that Firer uses his businesses to “covertly acquire restricted U.S. technology” to provide to Russia, “to provide ‘legitimate’ cover to staff Russian intelligence officers” and “to fund Russian intelligence operations.” *See* Tactical Rabbit Report, Ex. 2.
10. The simple fact is that there is no veracity to the “Firer is a Russian spy” statements and the only purported support that Defendants offer for this statement in the above posts are some pictures (which merely confirm that Firer undertakes the same duties and attends the same events as other ambassadors to Russia) and Stern’s comment that HUMINT (which means human intelligence) operation has established this.

11. Defendants—in a post—do state that they have reported the matter to the FBI and CIA, stating:

“both the Russian GRU and Russian SVR (intelligence services) view Firer, and his company, Net Element, as valued clandestine operational intelligence assets . . . . **The FBI, CIA, SEC and Treasury Department have all been alerted to Net Element’s practices by Tactical Rabbit.**”

*See* Tactical Rabbit Report, Ex. 2.

12. The FBI and CIA appear not to agree with Defendants’ assessment that “Firer is a spy” given that (a) Firer has not been charged with espionage (or any other crime for that matter); (b) Firer is not on any United States sanctions list; (c) Firer is still a U.S. citizen; (d) Firer has not been advised by anyone from the U.S. government that he is considered a Russian spy.
13. Moreover, in 2021, Firer, in accordance with the Freedom of Information Act/Privacy Act (FOIA/PA), requested from U.S. Department of Homeland Security any and all information about any and all investigations of Firer. The response revealed that there are no investigation of Firer.
14. Thus, it appears that—as far as the U.S. government is concerned—Firer is not under investigation and similarly (contrary to Defendants irresponsible assertions otherwise) is not a Russian spy.

**D. THE DEFAMATORY POSTS/TWEETS HAVE HARMED FIRER**

15. Defendants’ internet onslaught against Firer has caused real professional and personal damage to Firer. There are multiple concrete examples of such damage. Below is just a small list of such concrete harm:

- Firer has received calls from Grenadian government officials concerning the defamatory

allegations appearing in posts and messages;

- Firer’s integrity is being questioned by the ministry of foreign affairs of Grenada;
- Firer has received at least fifty calls from acquaintances and individuals whom—after reading the posts—have questioned his allegiances to the United States;
- Firer has received multiple comments and posts in social media;
- A Firer banking relationship was terminated;
- Firer’s Miami business partner has expressed concerns over the allegations; and
- Firer’s wife has received numerous threats stemming from the defamatory posts.

### **TEMPORARY INJUNCTION STANDARD**

The requirements for a temporary injunction are well settled. To obtain injunctive relief, a Plaintiff must show: (1) a substantial likelihood of success on the merits of its claims; (2) a substantial threat of irreparable injury if the injunction is not granted; (3) that the threatened injury to Firer outweighs the harm an injunction may do to the Defendants; and (4) that granting an injunction would not disserve the public interest. *See Univ. Med. Clinics, Inc. v. Quality Health Plans, Inc.*, 51 So.3d 1191 (Fla. 4th DCA 2011); *US. I Office Corp. v. Falls Home Furnishings, Inc.*, 655 So.2d 209, 210 (Fla. 3d DCA 1995); *Cajun & Grill of American, Inc. v. Jet International Cuisine, Inc.*, 646 So.2d 801, 802 (Fla. 3d DCA 1994). Each of the factors stated above weigh in favor of a temporary injunction here.

### **ARGUMENT**

#### **I. SUBSTANTIAL LIKELIHOOD OF SUCCESS ON THE MERITS**

Firer has sued the Defendants for defamation (Count I of the Complaint) and tortious interference with business relationships (Count II of the Complaint). Firer is likely to succeed on the merits of each claim.

a. **DEFAMATION**

To succeed on a claim for defamation, a plaintiff must establish “(a) a false and defamatory statement concerning another; (b) an unprivileged publication to a third party; (c) fault amounting at least to negligence on the part of the publisher; and (d) either actionability of the statement irrespective of special harm or the existence of special harm caused by the publication.” *See Rapp v. Jews for Jesus, Inc.*, 944 So. 2d 460 (Fla. 4<sup>th</sup> DCA 2006). Firer satisfies all the requirements for stating a cause of action for defamation.

As noted, Defendants have made false and defamatory statements regarding Firer, stating—among other things—(a) that Firer is a Russian spy; and (b) that Firer uses his business to steal U.S. technology and fund Russian intelligence operations. A “communication that imputes to another conduct, characteristics or a condition incompatible with the proper exercise of his lawful business, trade, profession or office is slander *per se*.” *See Hoch v. Rissman, Weisberg, Barrett*, 742 So. 2d 451 (Fla. 5th DCA 1999). Defendants’ following statements are slander *per se*: (a) Firer is a Russian Spy; (b) Firer is using his businesses to steal U.S. technology; and (c) Firer is using his business to funds Russian espionage. As such, Firer clearly satisfies the first element of a defamation claim, as well as the damages element, because the slander is actionable even without a showing of special harm. *Id.* at 457 (“In slander *per se* actions, general damages are presumed”). Further, Defendants have clearly published to third parties because the defamatory posts have been publicly distributed on the internet and other messaging platforms such as Twitter. Lastly, Defendants’ defamation, at a minimum, rose to the level of reckless disregard for the truth and malice, as Defendants knowingly took pictures and events out of context to frame Firer as a spy. Thus, even if Firer should be considered a public figure, the posts/tweets are still (even under the higher standard applicable to public figures) defamatory in nature. For these reasons, the Court holds that Firer has a substantial likelihood of succeeding on the merits of his defamation claim.

**b. TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS**

To state a claim for tortious interference with business relationships, a plaintiff must show: “(1) the existence of a business relationship under which the plaintiff has legal rights; (2) an intentional and unjustified interference with that relationship by the defendant, and (3) damage to the plaintiff as a result of the breach of the business relationship.” *See Zimmerman v. D.C.A. at Welleby, Inc.*, 505 So. 2d 1371, 1375 (Fla. 4th DCA 1987)(citing *Symon v. J. Rolfe Davis, Inc.*, 24 So. 2d 278, 280 (Fla. 4th DCA 1971). “It is not essential...that the business relationship be founded on an enforceable contract.” *Id.* (citing *Franklin v. Brown*, 159 So.2d 893 (Fla. 1st DCA 1964).

Here, Firer has alleged and testified that Defendants, through defamatory statements, have interfered with his business relationships (including with his employer), satisfying the first and second elements. The third element of the claim for tortious interference, damage to the Plaintiff, is clear (*supra*, ¶15). The Defendants’ actions must be enjoined precisely because their actions plant impressions in the minds of Firer’s business partners and employer that, although untrue, damage the necessary trust and reputability that must exist for Firer, whose line of business depends on integrity. There must be an intact sense of trust among these business partners, employer and governments and the Defendants know this. Defendants further know how harmful suspicion and doubt are to Firer’s business and government relations. For these reasons, the Court holds that Firer has a substantial likelihood of succeeding on the merits of his tortious interference claim.

**II. DEFAMATION COMMITTED INCIDENT TO TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS CAUSES IRREPARABLE HARM**

As articulated above, injunctive relief is appropriate where the movant can demonstrate irreparable injury. *See Univ. Med. Clinics, Inc.*, 51 So. 3d at 1195 (Fla. 4th DCA 2011). Where a party commits defamation aimed at harming business relationships, a remedy at law is inadequate.

*See Zimmerman*, 505 So. 2d at 1375; *Murtagh v. Hurley*, 40 So. 3d 62 (Fla. 2d DCA 2010)(“We approve the trial court’s finding that some of the activities enjoined constitute or are incident to conduct which constitutes intentional interference with potentially advantageous business relationships, and that the rights thus tortiously violated are entitled to be protected by equitable intervention in the form of a temporary injunction.”). A court cannot reasonably calculate both the present-day damages visited upon the plaintiff and the prospective damages caused by the loss of or damage to business relationships. *See Zimmerman*, 505 So. 2d at 1373. Therefore, the harm is irreparable and any attempt at calculating damages is “speculative and unascertainable.” *See Murtagh*, 40 So. 3d at 66 (citing *Zimmerman*, 505 So. 2d at 1373); *City of Oviedo v. Alfaya Utilities, Inc.*, 704 So.2d 206, 207 (Fla. 5th DCA 1998). Accordingly, Firer is entitled to enjoin the Defendants’ conduct where that continued conduct and threatened conduct causes Firer irreparably injury. When Firer’s reputation is tarnished by untruths (as here), it is not easily polished back to its former luster. No award of monetary damages can sufficiently compensate the injury caused by the Defendants’ actions.

### **III. THE BALANCE OF THE EQUITIES WEIGH IN FAVOR OF A TEMPORARY INJUNCTION**

The Court finds that the equities balance in favor of granting a preliminary injunction. In contrast to the irreparable harm and loss that Firer will suffer if the Defendants’ campaign of defaming Firer goes unchecked, no apparent harm comes to the Defendants from being enjoined from continuing with such conduct. In the absence of an injunction, any remedy that this Court might fashion will come too late as the prospective loss of business or employment to Firer is neither calculable nor is it compensable. *See Bentley Motors Ltd. v. McEntegart*, 899 F. Supp. 2d 1291, 1303 (M.D. Fla. 2012)(“loss of goodwill and any damages to its reputation” outweighed any harm to defendant).

### **IV. A TEMPORARY INJUNCTION WILL SERVE THE PUBLIC INTEREST**



The Court finds that the public has no interest in rewarding Defendants who act in bad faith, lie about an individual, and defame that individual to his business partners and employer. The public interest is served by not allowing a party to deceive business and governmental partners/employers looking for information on Firer, and is also served by assuring that Defendants lies do not interfere with Firer's business and governmental relationships.

#### **V. A MINIMAL BOND IS APPROPRIATE UNDER THE CIRCUMSTANCES**

Rule 1.610 requires generally a bond before a temporary injunction should issue to cover the adverse party's damages if the injunction is wrongfully issued. Fla. R. Civ. P. 1.610 (b). The Court finds that Defendants will suffer no apparent harm or damages from being enjoined from continuing their defamatory conduct. As such, the Court will require only a minimal bond in the amount of \$500.

**IT IS HEREBY ORDERED AND ADJUDGED**, that Plaintiff's Motion is hereby **GRANTED** as follows:

1. Defendants are hereby enjoined from:

- a. Publishing any defamatory statements on the internet or to any third party (including, but not limited to, Firer's government partners and business partners) regarding Oleg Firer.
- b. By way of example of the prohibited conduct and to provide guidance to Defendants relative to same, Defendants are precluded from publishing any information suggesting or stating that Oleg Firer (a) is a Russian spy; (b) is acting at the behest of the Russian government; (c) is engaging in espionage; and/or (d) uses his businesses to fund Russia. This list, as noted, merely provides examples of prohibited conduct and is not exhaustive.

2. Defendants, further, shall remove their existing defamatory posts and tweets regarding Firer (some of which are identified herein).
3. This injunction will become effective upon Firer filing a \$500 bond with the Clerk.
4. The injunction will remain in place until further order of the Court.

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[1] Defendants EVERETT STERN (“Stern”) and TACTICAL RABBIT, INC. (“Tactical Rabbit”)(collectively “Defendants”) were aware of the July 7, 2022 injunction hearing, but did not attend the hearing. Indeed, Defendants tweeted an image of the notice of hearing on a twitter feed. See July 1<sup>st</sup> Tweet Regarding Hearing, Ex. 5 to the Hearing.

[2] All exhibit references herein are to exhibits introduced at the July 7, 2022 hearing and utilize the exhibit numbering utilized at the hearing.

**DONE and ORDERED** in Chambers at Miami-Dade County, Florida on this 13th day of July, 2022.

2022-006100-CA-01 07-13-2022 9:16 AM

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Hon. Gina Beovides

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

Harrison Adan Joss, hjoss@shw-law.com

Harrison Adan Joss, darriaga@shw-law.com

Michael A Sayre, msayre@atllp.com

Michael A Sayre, litservice@waldmanbarnett.com

Michael A Sayre, miamiefiling@atllp.com

**Physically Served:**

OffshoreAlert 