



**Dominican Republic
THE JUDICIARY**

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ORDER NO. 038-2009-00410

ON BEHALF OF THE REPUBLIC

THE FIFTH CIVIL AND COMMERCIAL DIVISION OF THE NATIONAL DISTRICT COURT OF FIRST INSTANCE, in the courtroom located on the Third Floor of the Courthouse *Centro de los Heroes de Constanza, Maimon y Estero Hondo* in this city, presided by the Honorable Judge **KATIA GOMEZ GERMAN**, assisted by the undersigned Clerk **MARTINA DE LOS SANTOS**, on the thirtieth (30) day of April two thousand nine (2009), 164 years of Independence and 145 of Restoration, has entered the following order in accordance with her administrative powers:

HAVING CONSIDERED: The motion addressed to the Honorable Judge of this Court, deposited on March thirtieth (30) two thousand nine (2009) by Messrs. **FRANCISCO ZAVALA AGUIRRE**, identification number A4033008, **KATHY AVILA**, United States passport No. 204165499, **ISRAEL CHAVEZ**, identification number B4503750, **GRACE HERRERA**, identification number V8048757, **ANA LOPEZ**, identification number C2658196, **MICHAEL McGIRR**, United States passport No. 212502175, **BRYAN LAMB**, identification number YC352684H, **WILLIAM MILES**, identification number 145994592, **FRANCISCO REYES**, identification number C7023331, **VINCENTE REYES**, identification number B3821209, **JOSE ROSAS NIETO**, identification number M0999089, **CLARK STEWART**, Social Security number 519-44-1824, **FRANCISCO**



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VARGAS, identification number N8380986, **RICHARD WANN**, identification number N3219142, **LUIS ANDRADE**, identification number N9004252, **SUSAN BARBER**, United States passport No. 433245592, **MICHAEL CONNOR**, United States passport No. 211744986, **LORI SUBLETTE**, identification number 1501841634, **JOHN ROBERT COSSEY**, United States passport No. 307735923, **NORMAN SORENSON**, United States passport No. 212033593, **KIRSTIN NILSSON**, identification number 147279895, **BRENT FRAME**, identification number 038046551, **DAVID PEREZ**, identification number 9936569 and **GLORIA BALLESTEROS**, identification number A8490899, **AURELIO AGUILAR**, **MARGARITA PEREZ**, **TERESA ANDRADE**, **SALVADOR AGUILAR**, **MARTHA AGUILAR**, **GREG ALDRICH**, **WENDY ALDRICH**, **SABINO ALTAMIRANO**, **ALEJANDRA ARANGO**, **ROY ANDERSON**, **J. McCAHEN**, **JUAN ANZURES**, **EMA ANZURES**, **ENRIQUE AVALOS**, **OLIVIA AVALOS**, **JUAN BANDA**, **PAMELA BARNES**, **ALEX BARRAGAN**, **FRANCIS BARRETTO**, **DOAN BARRETTO**, **CHRISTY BATES**, **ROBERT BATES**, **GEORGIA BATES**, **JARED BECKSTEAD**, **VICKY BISCHOFF**, **GREGORY BIDDULPH**, **LUANA BIDDULPH**, **WINIFRED BIGGS**, **GARY BINGHAM**, **JUDITH BINGHAM**, **TRUDY BISEL**, **TRUSTEE**, **BISEL FAMILY TRUST**, **ROD BLACKMAN**, **ROSEMARY BLACKMAN**, **ERIC BOEHM**, **DEBORAH BOEHM**, **GARY BOUTIN**, **WILLIAM BOYCE III**, **RANDY BRAITHWAITE**, **RONDA BRAITHWAITE**, **HANS BRAUN**, **ULRIKE BRAUN**, **HAN BRAUN**, **NORMAN BRIGGS**, **RICHARD BRIMLEY**, **DAVID BRIMLEY**, **ROBERTA BRINKMAN**, **AARON BRONDUM**, **FRANCINES BROUGHTON**, **JAMES BROWNING**, **JANET BROWNING**, **DORIANNE BUNATAO**, **IOOBI BUNATAO**, **EVELINE BYINGTON**, **JOSIAH CABEZUD**, **STEVE CABEZUD**, **STEVEN CAGLE**, **SHARON ROBERTS-CAGLE**, **DIANE CALDWELL**, **JON CALDWELL**, **VALERIE CAMERON**, **OFELIA CENTENO**, **MARCELINO CENTENO**, **RICARDO CARMONA**, **TONYA CASAREZ**, **GAYLINE CASEY**, **SABAS CASTELLANOS**, **NIEVES PALACIOS**, **RODOLFO CASTILLO**, **ERICA**



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CASTILLO, JAMES CATLEDGE, DAPHNE CHASE, ISRAEL CHAVEZ, PAUL CHRISTENSEN, MICHELLE CHRISTENSEN, ROBB CLAWSON, CHRISTOPHER CLENDENNING, CHRISTINE CLENDENNING, ANTWON COLE, ANGELA COLE, P. STAVAN COOK, MARK COMSA, JUAN CORREA, AMALIA CORTEZ, ELSY CORTEZ, MELISA CRANER, MARK CRANER, TYLER CRITTENDEN, ARRON CROTTY, ADOLFO CRUZ, PATRICIA CRUZ, ELIZABETH CUDMORE, MARGARET CURRIE, MARYANN CURRIE, MARYANN CURRIE, ERIN DALTON, MARJORIE DAVIS, TIANG DETHVONGSA, BOUNLAY DETHVONGSA, JESUS DEL TORO, LITA LAPPA, GABRIEL DIAZ, GEOFFREY DUGMORE, MICHAEL DURINICK, SUZETTE DURINICK, ELIZABETH DUKE, MARIA JUANA ESCOBEDO, OMAR ESPARZA, RITA RAYGOZA, PAT EYRE, KELEE EYRE, VICTOR FARIAS, SARAH FERDOWS, JUDY FILLMORE, RICK FRANCOM, KAREN FRANCOM, BARBARA FRANKLIN, BRENT FRAME, LINDA FRYE, LUZ GABRIELA VERA, ADAN GALVAN, KRISTI GARCIA, LAMBERTO GARCIA, MALY GARCIA, ROBERTO GARCIA CEJA, PRESILIANO GARCIA, MARGARITA GARCIA, RUBEN GARCIA, JESUS GARCIA RAMOS, CECILIA GONZALEZ, DUANE GENTER, JUDY GENTER, YVES GERVAIS, JAMIE GERVAIS, MIKE GIBSON, JEANNIE GIBSON, ARGELIO GIRON, CUPERTINO GIRON, PEDRO GOMEZ, LUISA GOMEZ, ROBERTO GONZALEZ, CARLOS GONZALEZ, ESMERALDA DIAZ, FERNANDO GONZALEZ, FINY GONZALEZ, MOISES GONZALEZ, MARIA GONZALEZ, SANTOS GONZALEZ, MILES GRANT, ROSEMARIE GRESSET, MARY GRIJALAVA, PEGGY GROO, NELDON GROO, FLORITA GUTIERREZ, GILDARDO AVALOS, MANUELA GUTIERREZ, ADAN GUTIERREZ, MANUELA GUTIERREZ, GEORGE HALL, ROBERT HEISLER, LAWRENCE HENRY, CYNTHIA HENRY, ALEJANDRO HERNANDEZ, YESENIA HERNANDEZ, ARMANDO HERNANDEZ, JOSE HERNANDEZ, KARINA HERNANDEZ, JOSE HERNANDEZ, DORA LAURA ESPINOZA, ROGELIO HERNANDEZ, MIGUEL HERNANDEZ CORTES, MARIA FIERRO HERNANDEZ, MAURICIO HERNANDEZ, ADAM HOPKINS, DAVID HOWARD, ILA



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HOWARD, STEVE HOWARD, SUSAN HOWARD, NORMA HOWARD-MATUCK, GARNET HYDE, CLAUDIA HYDE, ANTONIO IBARRA, CAROLINA IBARRA, CHERYL IRVINE, JAMES IRVINE, JAMES ROBERT IRVINE, JR., MINH THU KIRBY-IRVINE, IGNACIO JACINTO, ELIA JACINTO, CHAD JAVOR, IN YOUNG JEONG, WON JEONG, PETER JEONG, RODOLFO JIMENEZ, DON JONES, EVELYN JONES, LAWRENCE KAPLAN, NANALEE KERSHAW GARDNER, MINH THU KIRBY, JAMES ROBERT IRVINE, JR. ANN KOONTZ, SHARON KRUTT, DONNA KUCK, RICHARD PHILLIPS, SHEILA KUCK, BRYAN LAMB, SUSAN LAMB, YVONNE LANE, DANIEL LANGFORD, SOL LARA, RAUL LARA, ROBERT LIEBERMAN, DAN LITTLEDIKE, MARCINE LITTLEDIKE, ADAM HOPKINS, LOUIS (TONY) LOOPER, JILL LOOPER, ANA LOPEZ, DAVID LOPEZ, ELVIRA LOPEZ, FIDEL LUNA, NORA LUNA, MAYRA MADRIGAL, JANET MAJOULET-FOUST, JADEN FOUST, ALICIA MALDONADO, SHAWN MANCEBO, EUGENE MANCEBO, GERALDINE MANCEBO, RAUL MANCILLA, NORA MANCILLA, ELIZABETH MANRIQUEZ, SERGIO MANRIQUEZ, JOSE MANUEL LEYUA AGUILAR, OZZIE MARTIN, BELINDA MARTIN, ELBA MARTINEZ, GERARDO MARTINEZ, JUDITH MATA, MICHAEL MCGIRR, BILLIE SUE McNEILL, EARL McNEILL, CHARLES McVAY, DIANE McVAY, MARCI MITCHELL, WILLIAM MILES, JODE MILES, GLORIA MOORE, MARLA MOORE, PATRICIO MORAN, LORENA MORAN, JEFFREY MORGAN, LEE MOST, UVONNE JONES-MOST, BENJAMIN MUNOZ PEREZ, GENOVEVA CABALLERO LARA, SUSAN MURRAY, BARABAR NAGEL, DALLAS NESSEN, DEEANN NESSEN, KENT NEVILLE, LINDA NEVILLE, PAUL NIELSEN, CORY NILSSON, KIRSTIN NILSSON, YOLANDA NOVOA, CHRISTOBAL OCHOA, VERONICA OCHOA, TOM O'HAGAN, SHEILA O'HAGAN, ALEJANDRO ORTIZ, JAMES OSBORN, ALICIA OSBORN, KATHY OVA, MARIA PADILLA, ANTONIA PALACIO, JESUS PALOMINO, MARICELA PARDO, HERMAN PARDO, RAE PATTON, ELLIS PAZ, CYNTHIA J. PAZ, JOSE PENA, JOSE JESUS PEREZ, RODNEY PERRY, LARAE



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PERRY, GARY PETERSON, SHIRLEEN PETERSON, MILDRED PHILLIPS, NANCY PICKETT, TRUSTEE, SUSAN PINTO, BARBARA PLATZ, RANDY POLATIS, JOYCE POLATIS, JOSEPH PRATER, ALICE PRATER, JOHNNY PRICE, AMELIA QUINONEZ, ADOLFO RAMIREZ, CLEMENTINA RAMIREZ, NORMAN REIDE, DARLENE REIDE, DIANE REID, ALBERTO REYES, ROZALBA MANZO DE REYES, DANIEL REYES, IMELDA REYES, ENRIQUE REYES, JOSEFINA REYES, FRANCISCO REYES, MARTIN REYES, TRINIDAD REYES, RAFAEL REYES, ANGELA REYES, SONIA REYES, ALFREDO MORENO, VINCENTE REYES, FRUCTUOSO RIVERA, LEONOR LOPEZ, LEONILA RIVERA, MARTIN RIVERA, VICTOR RODRIGUEZ, JOVITA RODRIGUEZ, ELIAS ROSAS, JOSE ROSAS NIETO, WARREN ROSEGREN, TONIA ROYSTON, ANGEL OSORIO RUIZ, GRACIELA RUEDA, CONSUELO RUVALCABA, MARTIN & DAISY RUVALCABA, FELIPE SALDANA, ESTHER SALDANA, DAVID SALTER, KATHRYN SALTER, DAVID SANCHEZ, NANCY SANCHEZ, MARTIN SANCHEZ, YOLANDA SANCHEZ, RUBEN SANCHEZ, GREG SAWYER, TERRY SAYRE, RICHARD SCHNEIDER, MAY SHIN LAI, ALLEN SIMPSON, DUSTIN SIMPSON, JARED SKELTON, JENNI SKELTON, ROBERT SKELTON, SUSAN SKELTON, JERRY SMITH, GEORGE SNIDER, MARTHA SNIDER, SHIRLEY SOLA, JORGE SOLORIO NUNEZ, CARLOS SORIA, GLORIA SORIA, ROBERTO SOTO, OLGA SOTO, CLARK STEWART, MYRA STEWART, RYAN STOCKLE, CARLY STOCKLE, CLINT TAYLOR, KIM TAYLOR, NANCY TAYLOR, LARRY TEVES, RUTH TEVES, JOHN THOMSON, NANCY THORNE, BONIFACIO TORRES, ARTURO VALDEZ C., CATHERINE VALDEZ, FRANCISCO VARGAS, ROSA VARGAS, JACQUES VARIN, GEORGE VAUGHN, DAN VAZQUEZ, OSCAR VAZQUEZ, CARMEN VEGA, MIGUEL VEGA, CRIS VERANO, CYNTHIA VERANO, CHRIS VERANO, CYNTHIA VERANO, MARIO VERANO, LUIS VILLANUEVA, DAVID WALTERS, ELIZABETH WALTERS, RICHARD WANN, BOBBIE LI WANN, JAMES WELSCH, ELVA WHITE, ROBERT WILSON, KATHERINE WINTER, CHARLES WINTER, AMY WITHINGTON,



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BRENT WOODWARD, MICHELE WOODWARD, PAUL YEAGER, LAURA RAMIREZ and KAZOKU, LLC, whose attorneys of record and legal counsel are **FABIOLA MEDINA GARNES, JOSE ALFREDO RIZEK VIDAL, RAFAEL DICKSON MORALES, MANUEL FERMIN CABRAL and CHERY ZACARIAS VERDEJA,** Dominicans, of legal age, the first married, the second and fourth single, the [illegible] married, holders of Identity and Voter Registration Cards Nos. 001-0094970-0, 001-0171057-2, 001-1339882-0, 001-1369993-8 and 001-1683170-2, respectively, whose joint professional law office is Medina & Rizek, Attorneys, located in Suite 301, Tower MM, Avenida Gustavo Mejia Ricart No. 100 in this city of Santo Domingo de Guzman, National District; place the appearing parties voluntarily choose as their domicile for the purposes and consequences herein, formally move as follows:

WHEREAS: EMI RESORTS, INC. is a corporation organized and existing under the laws of the Dominican Republic, controlled by **FREDERICK ELLIOTT, DEREK ELLIOTT** and **ENRIQUE DE MARCHENA,** used as the administrative and management company for *Sun Village Resort & Spa* (located at Cofresi Beach, Dominican Republic), which received up to 5% of profits earned by Sun Village Resort & Spa as "administrative fees". It is also used to defraud through other corporations in the Group, such as **WWIN INTERNATIONAL, LTD.** and **CCW DOMINICANA, S.A.** to link funds outside the Dominican Republic to an account controlled by **EMI RESORTS, INC.;** **WHEREAS: EMI SUN VILLAGE, INC.** is a corporation organized and existing under the laws of the Turk and Caicos Islands, and currently owns the six original companies purchased by **FREDERICK ELLIOTT,** [which were] the original owners of the parcels located on Cofresi Beach, Puerto Plata, purchased for the purpose of developing Sun Village



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Resort & Spa and Maxim Bungalows (formerly EMI Residence), to wit: **INMOBILIARIA LIRIOS DEL TROPICO, S.A., INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A., TENEDORA HSV (BP), S.A.** and **VILLA SANTA PONCA, S.A.**; **WHEREAS: HSV HOTELES DE OPERADORA, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, previously known as **EMI RESORTS MANAGEMENT, S.A.** It is in turn contracted by **EMI SUN VILLAGE, INC.** to operate the Sun Village Resort. **HSV HOTELES DE OPERADORA, S.A.** is a corporation controlled by the **ELLIOTTS**; **WHEREAS: EMI RESORTS MANAGEMENT (S.V.G.), INC.** is a corporation organized and existing under the laws of St. Vincent and the Grenadines that owns 100% of **EMI RESORTS, INC.** and is controlled by **FREDERICK** and **DEREK ELLIOTT**, under whose direction it has been involved in fraud by receiving unlawfully acquired funds; **WHEREAS: EMI COFRESI DEVELOPMENT, INC.** is a corporation organized and existing under the laws of the Turks and Caicos Islands managed by **EMI RESORTS MANAGEMENT (S.V.G.), INC.** and to which it makes payments on account of "administrative fees". **EMI COFRESI DEVELOPMENT, INC.** performs its activities by defrauding, transferring and directing the referenced fees to accounts owned by **EMI RESORTS MANAGEMENT (S.V.G.), INC.** through **WWIN INTERNATIONAL, LTD.** and **CCW DOMINICANA, S.A.,** to link the funds outside the Dominican Republic to an account controlled by the referenced company. In turn, it has served as the lender of significant amounts to companies in the same group, such as the aforementioned **EMI SUN VILLAGE, INC.** to face the verified Sun Village Resort management losses; **WHEREAS: KAHEBRAM, S.A.**



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("KAHEBRAM") is a corporation organized and existing under the laws of the Dominican Republic, created by the **ELLIOTTS** for the sole purpose of acquiring 50% of the shares transferred by [illegible] Mellesino, C. por A., which owned the lands on Cofresi Beach in Puerto Plata, instead of a direct purchase thereof by **EMI SUN VILLAGE, INC.**; **WHEREAS: EMI MANAGEMENT, INC.** is a corporation organized and existing under the laws of Ontario, Canada, directly subject to the control of **FREDERICK ELLIOTT** and other companies in the Group; used to defraud by diverting funds transferred through **WWIN INTERNATIONAL, LTD.** and **CCW DOMINICANA, S.A.** Likewise, it is also the holding company for **PROMOTORA XARA, S.A.**, which alternately controls the Juan Dolio Project. In accordance with the complaint filed in the United States and which shall be referenced hereunder, **SUN VILLAGE JUAN DOLIO, INC.** is used by **FREDERICK ELLIOTT** and **DEREK ELLIOTT** as a corporate instrument to defraud and launder money; **WHEREAS: PROMOTORA XARA, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, in turn owned by the aforementioned **SUN VILLAGE JUAN DOLIO, INC.** as the alternate corporation for management and control of the Juan Dolio Project; **WHEREAS: ELLIOTT MICES HOLDINGS, INC.**, a corporation organized and existing under the laws of the Turks and Caicos Islands is another **ELLIOTT GROUP** company; it owns a 22,500 square meter parcel in Miches, Dominican Republic, purchased through verified payments between October 2006 and 2007, evidencing another of the means used by the **ELLIOTTS** to achieve their objectives; **WHEREAS: INVERSIONES YUBASO, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, the owner of Parcel No. 11-A-3-B-006.10860 in Land Registry



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District 48/1 in Miches, El Seybo Province. This corporation is the principal owner of the corporation **TENEDORA WESSEX DOMINICANA, S.A.**, which, in turn, is owned by **ELLIOTT MICES HOLDINGS, INC.**; **WHEREAS: INMOBILIARIA LIRIOS DEL TROPICO, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, one of the six original companies purchased by the **ELLIOTTS** (Cofresi Parcel Companies, Puerto Plata), as referenced hereinabove for subsequent development of the Sun Village Resort & Spa and Maxim Bungalows (formerly EMI Residence); **WHEREAS: INMOBILIARIA CANADAIGUA, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, and another of the six companies originally purchased by the **ELLIOTTS** (Cofresi Parcel companies, Puerto Plata) as referenced hereinabove for subsequent development of the Sun Village Resort & Spa and Maxim Bungalows (formerly EMI Residence); **WHEREAS: HSV HOLDINGS, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, and another of the six companies originally purchased by the **ELLIOTTS** (Cofresi Parcel companies, Puerto Plata) as referenced hereinabove for subsequent development of the Sun Village Resort & Spa and Maxim Bungalows (formerly EMI Residence); **WHEREAS: DESARROLLOS MIRADOR COFRESI, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, and another of the six companies originally purchased by the **ELLIOTTS** (Cofresi Parcel companies, Puerto Plata) as referenced hereinabove for subsequent development of the Sun Village Resort & Spa and Maxim Bungalows (formerly EMI Residence); **WHEREAS: TENEDORA HSV [BP], S.A.** is a corporation organized and existing under the laws of the Dominican Republic, and another



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of the six companies originally purchased by the **ELLIOTTS** (Cofresi Parcel companies, Puerto Plata) as referenced hereinabove for subsequent development of the Sun Village Resort & Spa and Maxim Bungalows (formerly EMI Residence); **WHEREAS: VILLA SANTA PONCA, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, and another of the six companies originally purchased by the **ELLIOTTS** (Cofresi Parcel companies, Puerto Plata) as referenced hereinabove for subsequent development of the Sun Village Resort & Spa and Maxim Bungalows (formerly EMI Residence); **WHEREAS: DCS DOMINICAN CONSTRUCTION SERVICES, S.A.** is another of the companies owned by the **ELLIOTT GROUP**, organized and existing under the laws of the Dominican Republic, responsible for controlling and directing remodeling/renovation of the Sun Village Resort and the Juan Dolio Project; **WHEREAS: ELLIOTT REGENT HOLDINGS, INC.**, another **ELLIOTT GROUP** company, is a corporation organized and existing under the laws of the Turks and Caicos Islands, used for buying property and real property in the Turks and Caicos Islands, purchased with income originating from the unlawful activities of the defendants. The said corporation was used by the **ELLIOTTS** to purchase two units in a developed project in Providenciales, Turks and Caicos Islands, known as "The Regent Village" whose purpose was to facilitate obtaining a residence permit for Derek Elliott in the referenced jurisdiction; **WHEREAS: TOSCANA HOLDINGS, INC.**, another corporation organized and existing under the laws of the Turks and Caicos Islands, is used to receive property and real property purchased in the Turks and Caicos Islands with income originating from the unlawful activities of the defendants. The said corporation was used by the **ELLIOTTS**



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to purchase a unit in a developed project in Providenciales, Turks and Caicos Islands, known as "Toscana on Grace Bay", whose purpose was to facilitate obtaining a residence permit for Derek Elliott in the referenced jurisdiction; **WHEREAS: 408 CUMBERLAND HOLDINGS, INC.** is a corporation organized and existing under the laws in Ontario, Canada, used by the **ELLIOTTS** to defraud and launder money; such as, for example, the use of this corporate vehicle to purchase, with illegally acquired funds, a property in Toronto, Canada for their personal enjoyment; **WHEREAS: BERTUS MANAGEMENT, INC.**, a corporation organized and existing under the laws of the Turks and Caicos Islands, holds in trust the **EMI SUN VILLAGE, INC.** shares purchased by foreign investors; also transferring fraudulently obtained funds from the sale of its shares to an account directly controlled by the **ELLIOTTS**; **WHEREAS: ORANGEVILLE RESERVATION SERVICES, LTD.** is a corporation organized and existing under the laws of California, that served as the reservations operating company for those tourists who sought to vacation at Sun Village Resort; likewise, responsible for organizing travel packages through travel agencies such as Expedia and Travelocity; **WHEREAS: CCW DOMINICANA, S.A.**, another **ELLIOTT GROUP** company, is a corporation organized and existing under the laws of the Dominican Republic, whose principal shareholder happens to be an employee of the also defendant law firm **DE MARCHENA, KALUCHE & ASOCIADOS (DMK)**. It is used by the **ELLIOTTS** to defraud and divert funds, as well as to clear checks received from investors in payment for purchases of the different product offerings, as well as management thereof; **WHEREAS: MPS, LTD., S.A.** is a corporation organized and existing under the laws of the



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Dominican Republic. It is used as a management company for **CCW DOMINICANA, S.A.**, in turn, providing administrative support to co-defendant **WWIN INTERNATIONAL, LTD.** Likewise, it owns and controls another one of the defendant corporations, **INMOBILIARIA SARNEY, S.A.**, which, in turn, owns an apartment used by its employees in a complex adjacent to the Sun Village Resort; **WHEREAS: COFRESCO HOLDINGS, INC.** is a corporation organized and existing under the laws of the Dominican Republic that owns fifty percent (50%) of co-defendant corporation **EMI COFRESI DEVELOPMENTS, INC.** In turn, it is the company that controls co-defendant corporation **INMOBILIARIA MONCEY, S.A.**, which, in turn, is in possession of the Cofresi Beach parcels in Puerto Plata; **WHEREAS: COFRESI DEVELOPMENTS, INC.** is a corporation organized and existing under the laws of the Dominican Republic, the management company responsible for developing the land owned by the **ELLIOTTS**, held by **INMOBILIARIA MONCEY, S.A.**; **WHEREAS: INMOBILIARIA MONCEY, S.A.** is a corporation organized and existing under the laws of the Dominican Republic, which holds the Cofresi Beach parcels in Puerto Plata. In turn, it is controlled by **COFRESCO HOLDINGS, INC.**; **WHEREAS: CELLWAVE NETWORKS, LTD.** is a corporation organized and existing under the laws of Gibraltar, used, like the others, to fraudulently divert transfers of funds from the investors purchasing the projects offered by the **ELLIOTTS**. This corporation, through **SUN VILLAGE JUAN DOLIO, INC.** is responsible for creating an exclusive program for operating and managing a reservations and exchange system known as a "Rental Pool", for the benefit of the Juan Dolio Trust; **WHEREAS: WWIN INTERNATIONAL, LTD.** is a corporation organized and existing under the laws



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of St. Vincent and the Grenadines, established by the **ELLIOTT GROUP** companies to be used as a pseudo-banking institution to intermingle and disguise the unlawfully and fraudulently obtained funds with funds from other illegal payments; **WHEREAS: NET WEALTH NAVIGATORS, L.L.C.** is a limited liability company organized and existing under the laws of the State of Nevada, used as the corporation responsible for advertising the real estate projects offered by the **ELLIOTTS**, representing to the investors that they are the best investment option in the Dominican Republic and whose income, originating from buyers, was transferred to accounts managed by **DMK, ENRIQUE DE MARCHENA** and the **ELLIOTTS**. **WHEREAS:** On its part, **DE MARCHENA KALUCHE & ASOCIADOS (DMK)** is a legal entity, whose domicile and offices are located at Calle Max H. Ureña No. 34, Esquina Lope de Vega in Santo Domingo, National District, Dominican Republic, operating as a law firm that has been actively involved in the **ELLIOTT GROUP's** business, and whose employees have served as the principal stockholders of **ELLIOTT GROUP** companies. Likewise, **DMK** has knowingly provided its services as agent or means for processing payments made by the plaintiffs, as can be verified by reviewing the documents attached hereto; **WHEREAS:** Likewise, Mr. **ENRIQUE DE MARCHENA**, a Dominican, a businessman and a practicing attorney, domiciled and residing in Santo Domingo, National District, Dominican Republic, who holds the position of **DMK** director and managing partner is, in turn, a member of the Board of Directors of the **ELLIOTT GROUP** companies and the person responsible for controlling and managing the trust account in name of **DMK** in Florida for receiving funds originating from investors' purchases to create a sense of legitimacy. The



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referenced account was not exclusively controlled by **DMK** since the **ELLIOTTS** also had control over it from the Dominican Republic; **WHEREAS:** Also, with respect thereto, Mr. **VICTOR CABRAL**, a Dominican, domiciled and residing in Santo Domingo, National District, Dominican Republic, was actively involved in the operations and activities of the **ELLIOTT GROUP** companies as a member of the **EMI RESORTS, INC.** Board of Directors and as a consultant to the **ELLIOTT GROUP** companies; **WHEREAS:** Messrs. **MICHAEL LAWTER** and **TIPPY TAN LAWTER**, married to one another, residents in the State of Nevada, United States of America, turn out to be the persons responsible for managing the business of and controlling co-defendant **NET WEALTH NAVIGATORS, LLC;** Likewise, Mr. **FREDERICK ELLIOTT**, a Canadian, domiciled and residing in the Dominican Republic, directs the real estate business operations, exercising control of the **ELLIOTT GROUP** companies. In that same vein, his son **DEREK ELLIOTT**, a [sic] citizen, also domiciled and residing in the Dominican Republic, jointly manages with his father the **ELLIOTT GROUP** companies' business and activities; **WHEREAS:** On the other hand, Messrs. **FREDERICK ELLIOTT** and **DEREK ELLIOTT** (hereinafter the **ELLIOTT GROUP**) represent a Canadian capital group in the business of property development and sales and interests in real estate projects in the Dominican Republic. Likewise, these individuals operate and manage the resorts they develop, which include hotels, villa-type residences and the auxiliary facilities of the said tourist resorts; **WHEREAS:** The **ELLIOTT GROUP** has performed these various operations by using the following structure: Investors were attracted by the promise of unprecedented opportunities that produce high returns and over a



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period of time they, in fact, do receive those returns. However, what these investors do not know is that their funds really are not being invested. The structure used to defraud the investors matches the so-called "Ponzi Scheme", used as a strategy to speculate and defraud and basically involves an investment scheme that guarantees significant benefits while the said system is not really backed by a true business, inasmuch as the said benefits are obtained from contributions made by the new investors that come on board. Since no true investment is made, the deception cannot last too long inasmuch as the developer obtains funds only from new participants, over time causing the aforementioned scheme to fail. For example, American financier Bernard Madoff, former president of the technology companies market, NASDAQ, committed one of the frauds most widely covered by the media worldwide, using the so-called "Ponzi Scheme", thereby raising over \$50 billion dollars from investors (his clients) from all over the world; **WHEREAS:** In 1987, **FREDERICK ELLIOTT**, with a group of investors, transacted the purchase of several parcels in the Dominican Republic, specifically in Cofresi Beach, Puerto Plata province, for the purpose of developing a resort type of hotel. For said purpose, **FREDERICK ELLIOTT** purchased the six (6) companies that owned the land at the time, to wit: **INMOBILIARIA LIRIOS DEL TROPICO, S.A., INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A., TENEDORA HSV (BP), S.A.** and **VILLA SANTA PONCA, S.A.**, currently owned by **EMI SUN VILLAGE, INC.**; **WHEREAS:** Between two thousand (2000) and two thousand one (2001), the **ELLIOTT GROUP** reached an agreement with **HACIENDA RESORTS** to develop a Resort-type Hotel on the Cofresi Beach land that would



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be called EMI Sun Village Resort & Spa, and include certain specifications and facilities; **WHEREAS:** The **ELLIOTT GROUP** represented to potential investors that it had raised the necessary capital to build EMI Sun Village Resort & Spa, stating that the funds for the said construction had been obtained from private investors, thus managing to raise from approximately one thousand six hundred (1,600) shareholders, the sum of **THIRTY-TWO MILLION UNITED STATES DOLLARS (US\$ 32,000,000.00)**. In spite of having raised the aforementioned amount and after three (3) years of the launch date of the referenced real estate project, to date the agreed work on hotel restructuring and renovation has not been completed. EMI Sun Village Resort & Spa is operating at less than seventy-five (75%) of the plan; therefore, its operation is extremely costly and insufficient; **WHEREAS:** In two thousand four (2004) the **ELLIOTT GROUP** was having difficulties in continuing to raise funds through the sale of **EMI SUN VILLAGE, INC.** shares; therefore, it devised a new plan to raise funds to complete the investment in EMI Sun Village Resort & Spa by selling interests in a Timeshare program at EMI Sun Village Resort & Spa, thus creating a product known as the "Residence Product"; **WHEREAS:** Under the direction of **FREDERICK ELLIOTT** and **DEREK ELLIOTT**, the **ELLIOTT GROUP** devised a comprehensive marketing and advertising campaign, using brochures and all types of printed materials, thus reaching a significant part of the public in the United States of America and whereby the Residence Product offered owners of the Timeshare Program (Timeshare Program Purchasers) the possibility of exchanging their right to use or enjoy their property for a non-use fee (NUF), consisting of quarterly payments of a specific amount of



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money. Thus, the **ELLIOTT GROUP** rented the Timeshare owners' properties as part of a vacation package that was sold through travel agencies. The agreement implied that the revenue thereby generated would be divided on a prorated basis between the **ELLIOTT GROUP** and the owners of the Timeshare Program; **WHEREAS:** As part of its strategy to promote the Residence Product program and for purposes of attracting a larger group of investors, the **ELLIOTT GROUP** agreed with the potential investors that the funds received on account of the sale of the Residence Product would be used solely for improvements and new construction at EMI Sun Village Resort & Spa. It is worth noting that on account of the Residence Product, the **ELLIOTT GROUP** was able to raise approximately sixty-four million dollars (US\$ 64,000,000.00). Although a total of approximately ninety-six million dollars (US \$96,000,000.00) was raised, thirty-two million dollars (US\$ 32,000,000.00) from the sale of interests in the EMI Sun Village Resort & Spa, and sixty-four million dollars (US\$ 64,000,000.00) by virtue of the sale of the Residence Project, the EMI Sun Village Resort & Spa remains significantly and indisputably incomplete; **WHEREAS:** NUF payments were made regularly; however, for more than one (1) year, the **ELLIOTT GROUP** has suspended such payments to Timeshare Program owners, using several forms of deceit and trickery to achieve its objectives as explained hereunder; **WHEREAS:** Needing to further sales and to be able to finance the NUF to previous purchasers (investors), and to otherwise finance their unlawful activities, the defendants (the **ELLIOTT GROUP** and its companies) conspired with their attorneys in the Dominican Republic, Enrique De Marchena and his law firm De Marchena Kaluche



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& Asociados (**DMK**) to make it appear as though the funds originating from new sales, conversions and resales would go into an Escrow Account specifically established by **DMK** for the defendant **ELLIOTT GROUP's** sales and over which **DEREK ELLIOTT** and **FREDERICK ELLIOTT** have indiscriminate management and disposal capacity over the disbursements made against the said account; **WHEREAS:** Contrary to what the **ELLIOTT GROUP** reported to Residence Product purchasers and owners, the resort was operating at a loss and was financed with Timeshare Sales and Residence Products; these included operating cash losses in the millions and included financing of the NUF to the first investors with the proceeds of the sales to the latest investors; **WHEREAS:** The **ELLIOTT GROUP**, furthering its excessive ambition to raise funds, creates a new product known as EMI Residence, also located within the EMI Sun Village Resort & Spa. The defendants described the EMI Residence as "(...) a product designed with impeccable detail for the sophisticated Caribbean vacationer (...)" and as "(...) a limited opportunity for ownership in the exclusive enclave of EMI's luxury vacation residences (...)" which was scheduled to open in the Fall of two thousand six (2006). The EMI Residence project was to consist of 198 one and two bedroom master suites, including spacious studios. To date only one hundred eight (108) of the one hundred ninety-eight (198) planned master suites have been constructed. **WHEREAS:** It is important to note that although the EMI Residence product was conceived and structured to be sold as a Timeshare, the **ELLIOTT GROUP** modified the Timeshare scheme to fractional ownership several months after being placed on the market. Under the fractional ownership scheme, the **ELLIOTT GROUP** divided each unit



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into thirteen (13) parts or fractions, and each purchaser became the owner of one thirteenth (1/13) of the unit. Thus, the **ELLIOTT GROUP** circumvented its NUF payment obligations; **WHEREAS:** To further their unlawful intentions, the **ELLIOTT GROUP** would have EMI Residence Timeshare Purchasers believe that it was more convenient to change their Timeshare rights to fractional interests since, above and beyond being simple timeshare holders and therefore with rights to the NUF, they would become secured as co-owners of the entire resort property under this new structure, and therefore could receive the rental pool benefits to which they would have no right under the previous structure. The truth significantly differs from the offering, since the NUF payment obligations ceased under this scheme and the rental pool did not entail any obligation for payment on the part of the **ELLIOTT GROUP**. Furthermore, despite having convinced a substantial number of EMI Residence timeshare owners of the convenience of converting to fractional ownership, to date the abovementioned condominiumization process has not been completed; **WHEREAS:** Subsequently, in late 2004, the **ELLIOTT GROUP** decided to pursue another project. For said purpose, it began negotiations to purchase a building on Juan Dolio Beach, Dominican Republic, initially built as a two hundred sixty-eight room hotel which was never operational and belonged to Banco del Progreso and Banco de Reservas de la Republica Dominicana (hereinafter the Juan Dolio Project); therefore, again creating a marketing and advertising strategy to sell real estate interests and products to prospective purchasers, primarily in the United States of America. **WHEREAS:** The defendants, disguising their true intentions, led the investors to



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believe they owned the property free and clear and were seeking to raise capital to renovate and relaunch it as a two hundred forty-one (241) room luxury hotel. However, that was not true inasmuch as the **ELLIOTT GROUP** had not even completed the total purchase of the hotel and owed over fifty percent (50%) of the property. For this reason, and within this context of deceptive contrivances, capital raised by Juan Dolio Residence Product sales was used to pay for the purchase, instead of earmarking that to construction, remodeling and renovating facilities, as agreed; **WHEREAS:** Furthering their ploy, the **ELLIOTT GROUP** created a new product called Passport, and sales began in October two thousand five (2005) as part of the Juan Dolio Project. The Passport project offered condo-hotel ownership, with a revenue sharing component once the hotel was operational. Passport product purchasers had to sign a "Deposit Agreement", thereby reserving their right to one thirteenth of the unit on the property. Pursuant to said contract, the investor agreed to pay fifty percent (50%) of the price, and the remaining fifty percent (50%) balance would be due on the date the hotel began operations; **WHEREAS:** The aforementioned "Deposit Agreement" likewise included a series of material terms that the **ELLIOTT GROUP** has repeatedly and maliciously violated. Among the breached obligations, we provide the following illustrative examples: a) Section 6(b) promised purchasers fees with the simple title [sic]. Subsequently, the **ELLIOTT GROUP** changed this to "dividends" to titleholders in a trust; b) Section 6(e) provided a "rental option" to benefit purchasers and would share net revenues 50-50 after costs with the other owners. However, since the **ELLIOTT GROUP** diverted the funds it should have used to



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complete the Juan Dolio project, the hotel operates at 60% of planned capacity, therefore there was no rental income earned; c) Section 6(f) provides that all deposits will receive 5% interest until the hotel opens in the Summer of 2006. Pursuant to the agreement, all purchasers should receive 5% interest on their investment until the hotel opened. However, several of those purchasers never received the aforementioned interest. Furthermore, some purchasers were induced to execute a "Closing" document, whereby the 5% interest payment ceased. Investors were led to believe they were signing a document as a necessary formality to receive the agreed interest payment, but contrary thereto, this document would cause them to lose their right to collect the promised interest; d) Section 7c) provides that "All principle [sic] and interest payments are waived until the hotel opens." This written promise was materially relied upon by all Passport prospective purchasers to pay their 50%; **WHEREAS:** In an excessive interest to continue receiving funds from the investors, and with knowledge that the loan payments were not yet payable inasmuch as there would be no maturity dates for payments relating to the promissory notes until the Juan Dolio project was operating, the **ELLIOTT GROUP**, created or caused a collection company to be created named **INVERSIONES AVIATI, S.A.**, to which it seeks to transfer all of its obligations with the investors, subsequently notifying them that **INVERSIONES AVIATI, S.A.** would begin foreclosing the notes unless these purchasers paid the amounts owed (still pending maturity) or agreed to sign other documents containing less favorable terms. To date, the Juan Dolio project has not been completed or officially reopened; **WHEREAS:** Despite having commitments and



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obligations with shareholders, co-owners and investors, **FREDERICK** and **DEREK ELLIOTT**, in practice, use the **ELLIOTT GROUP COMPANIES** (defendant corporations) as their personal piggy banks, diverting funds to cover personal expenses and obligations, as well as to invest in other projects where they were or are the sole owners, thus defrauding the legitimate interests of the investors. Significantly more serious is the fact that when **FREDERICK ELLIOTT** and **DEREK ELLIOTT** feel the need for more money, they only dedicate themselves to organizing a new real estate product, to promote its sale and embark on a new fraud structure; **WHEREAS:** The **ELLIOTT GROUP**, under the direction of **FREDERICK ELLIOTT** and **DEREK ELLIOTT**, has built an artificial and deceitful structure that appears to be a consortium of solvent and respectable real estate investment companies. Thus, they have managed to swindle more than five hundred (500) investors throughout the United States of America, who believed in its investment offering; **WHEREAS:** Upon the **ELLIOTT GROUP'S** imminent inability to fulfill its obligations and its evident lack of liquidity to pay their debts, the investors have had to file legal action against the **ELLIOTT GROUP**. Therefore, hundreds of investors have brought the case to the courts in Miami, Florida, United States of America, as is the case with respect to Mr. **KLAUS HOFMANN** and Mr. **AURELIO AGUILAR** and co-plaintiffs who filed their complaints to protect their rights on the second (2) and thirteenth (13) of March two thousand nine (2009), respectively, before the U.S. District Court for the Southern District of Florida; **WHEREAS:** Specifically, Mr. **KLAUS HOFMANN** filed a motion for injunctive relief to prevent the diversion of assets by the defendants;



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WHEREAS: By virtue of the foregoing, on March three (3), the U.S. District Court for the Southern District of Florida issued an order in case No. 09-202526-CIV-GOLD/McALILEY, and the dispositive part literally states: 1. *Plaintiff's Verified Emergency Ex-Parte Motion* for (A) a Temporary Restraining Order, signed March 2, 2009 and filed March 3, 2009, IS GRANTED and the Temporary Restraining Order is entered as follows: Defendants, their officers, directors, employees, representatives, agents, subsidiaries, distributors and all persons (including corporations, entities, and/or trusts) in active concert or participation with any of them are hereby temporarily restrained from: 1. Advertising, promoting, offering to sell, selling, distributing, or transferring any Elliott brand real estate products related to *Defendant's real property interests located in the Dominican Republic*; 2. *Communicating*, directly or indirectly, with any entity, person or persons (a) to whom Defendants sold or offered to sell Elliott real estate interests and related products; or (b) who Defendants know or reasonably believe to possess, control, or have access to any of the *Defendant's real estate interests and/or related products*; 3. *Secreting, distributing, concealing, relocating, destroying, selling off, transferring, or otherwise disposing of:* (a) assets, including those acquired directly or indirectly through the sale of Elliott real estate interests and/or related products or through or as a result of the scheme to defraud as alleged in the *Verified Complaint*; (b) any evidence relating to the solicitation, presentation, marketing, sale, offer for sale, distribution or transfer of any products relating to Elliott real estate interests; and 4. *Knowingly instructing,*



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aiding, or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs 1-3 above. This Temporary Restraining Order shall remain in effect until the Court orders otherwise, and the Court shall revisit this issue after full briefing and a preliminary injunction hearing in front of Magistrate Judge Chris M. McAliley, as set forth below. A preliminary injunction hearing is set before Magistrate Judge Chris M. McAliley at the Clyde C. Atkins Courthouse, 301 North Miami Avenue, Miami, Florida, Sixth Floor on Monday, March 16, 2009 at 10 in the morning;

4. Prior to the hearing, the parties shall present all direct testimony of witnesses by affidavit. Plaintiff's and defendants' affidavits shall be filed with the Court on or before Tuesday, March 10, 2009 at 5 in the afternoon. Counsel will be permitted to cross-examine witnesses at the hearing; therefore, affiants must be present at the hearing on Monday, March 16, 2009. Any necessary translation services shall be provided by the parties. 5. Defendants shall file a response to Plaintiff's Verified Motion no later than Wednesday, March 11, 2009 at 12:00 p.m. This response must include a comprehensive memorandum that addresses the requirements for a preliminary injunction and applies the facts contained in the supporting affidavits to the applicable legal standards. The memoranda shall also set forth the legal and factual considerations regarding the appropriate amount of bond to be posted by Plaintiff in the event that the Court grants a preliminary injunction. 6. Plaintiff shall file a reply to Defendants' response no later than Thursday, March 12, 2009 at 5:00 p.m. 7. A courtesy copy of all submissions to the Court in preparation for the preliminary injunction



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hearing, including affidavits, shall be submitted to the Chambers of Magistrate Judge McAliley via hand delivery by Thursday, March 12, 2009 at 5:00 p.m. These copies shall be bound and tabbed appropriately. Additionally, the parties shall submit all memoranda to the Court's E-box at mcaliley@flsd.uscourts.gov in Word or WordPerfect format. 8. I conclude, at this time, that, under Fed. R. Civ. P. 65(c), Plaintiff shall post a bond in the amount of \$50,000 with the Clerk of the Court. The amount of this bond may be increased or decreased based upon the pleadings of the parties and the arguments presented at the preliminary injunction hearing. 9. Plaintiff shall immediately serve the Complaint, the Motion, and this Order on Defendants, by service of process as required by the Federal Rules of Civil Procedure. Plaintiff shall promptly file a Notice of Service indicating that such service has occurred. 10. A discovery hearing to discuss Plaintiff's Motion for Expedited Discovery is set before Magistrate Judge Chris M. McAliley at the C. Clyde Atkins Courthouse, 301 North Miami Avenue, Miami, Florida, Sixth Floor on Friday, March 6, 2009 at 3:00 p.m. 11. The Defendants may agree to an extension of time to dates set forth in this Order by motion pursuant to Fed. R. Civ. P. 65(b)(2), or at the discovery hearing on Friday, March 6, 2009. 12. This case shall be unsealed upon Plaintiff's Service of the Complaint, the Motion, and this Order upon Defendants. Tracing the evasive capital that as a result of their contrivances the **ELLIOTTS** endeavor to conceal, the Supreme Court of the Turks and Caicos Islands, entertaining the motion filed by investors **KLAUS HOFMANN, DAVID R. ROCHEFORD, NORMAN SORENSON** and **STEVE THOMPSON**, also defrauded by the **ELLIOTT GROUP** and its companies,



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identified as No. CL57/09 dated March six (6), 2009, entered an order against **EMI SUN VILLAGE, INC. EMI COFRESI DEVELOPMENT, INC., SUN VILLAGE JUAN DOLIO, INC., ELLIOTT MICES HOLDINGS, INC., ELLIOTT REGENT HOLDINGS, INC., ESGV TOSCANA HOLDINGS, LTD., LANDMARK LENDING CORPORATION, BERTUS MANAGEMENT, INC.** and **COFRESCO HOLDINGS, INC.**, whose dispositive part states: ***IT IS HEREBY ORDERED as follows:-*** 1. *The Defendants, whether by themselves, their servants and/or agents are hereby restrained from dealing with or disposing of the funds comprising the income from the Sun Village resort in Puerto Plata, Dominican Republic or causing, suffering or permitting any state of affairs that has such effect pending further Order.* 2. *The Defendants whether by themselves, their servants and/or agents are hereby restrained from dealing with or disposing of the funds comprising the income from the Maxim Bungalows (formerly EMI Residence) in Puerto Plata, Dominican Republic or causing, suffering or permitting any state of affairs that has such effect pending further Order.* 3. *The Defendants whether by themselves, their servants and/or agents are hereby restrained from dealing with or disposing of the funds comprising the income from the property at Juan Dolio, Dominican Republic or causing, suffering or permitting any state of affairs that has such effect pending further Order.* 4. *The Defendants whether by themselves, their servants and/or agents are hereby restrained from disposing of or dealing with or in any way encumbering or diminishing the value of the property at Sun Village in Puerto Plata or causing, suffering or permitting any state of affairs that has such effect pending further Order.* 5. *The Defendants whether by themselves, their servants and/or agents are hereby restrained*



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from disposing of or dealing with or in any way encumbering or diminishing the value of the property known as Maxim Bungalows (formerly EMI Residence) in Puerto Plata or causing, suffering or permitting any state of affairs that has such effect pending further Order. 6. The Defendants whether by themselves, their servants and/or agents are hereby restrained from disposing of or dealing with or in any way encumbering or diminishing the value of the property at Juan Dolio, Dominican Republic or causing, suffering or permitting any state of affairs that has such effect pending further Order. 7. The Defendants whether by themselves, their servants and/or agents are hereby restrained from disposing of or dealing with or in any way encumbering or diminishing the value of the property known as Treasure Bluff at Cofresi Beach, Puerto Plata or Miches in the Dominican Republic or causing, suffering or permitting any state of affairs that has such effect pending further Order. 8. *Each of the Defendants must not: 1. remove from the Turks and Caicos Islands any of its assets which are in the Turks and Caicos Islands whether in its name or not and are whether jointly owned beneficially legally or otherwise 2. in any way dispose of or deal with or diminish the value of assets beneficially owned by it whether they are in or outside the Turks and Caicos Islands whether in its name or not and whether jointly owned beneficially legally or otherwise.* 9. Mr. Michael Melamud of 1120 Ponce de Leon Boulevard, Coral Gables Florida 33134 be and is hereby appointed as receiver ("Receiver") over the assets and undertakings of the Defendants (wheresoever situated and in whatever form) and, without prejudice to the generality of this appointment, his appointment as Receiver shall extend to the particular assets mentioned in Schedule 1 to this Order (the "Specified



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Assets") in accordance with the terms therein. 10. The Defendants shall each, within 4 days of the service of the Order upon them, provide to the Applicants' attorneys in writing full details of income received from the operation of the Sun Village Resort and Juan Dolio properties and the sale of time shares and/or fractional interests therein; how such income was spent including the names and addresses of the financial institutions to which payments made by the Plaintiffs were sent; to which all income arising from the Sun Village Resort and Juan Dolio properties were deposited, payments made to Frederick Elliott and Derek Elliott or any company controlled by either of them and the names and addresses of any financial institutions to which such payments were made. 11. Exceptions to this Order: (a) This Order does not prohibit each of the Defendants from each spending up to US\$5,000 or its equivalent per month towards its ordinary operational expenses provided that such Defendant must inform the Receiver in writing of the origin of the money. (b) This Order does not prohibit any of the Defendants from paying a reasonable sum towards legal advice and representation provided that before spending any money on legal representation such Defendant must inform the Receiver in writing of the origin of the money. (c) Any Defendant may agree with the Applicant's Solicitors in writing that the above spending limits should be increased or that this Order should be otherwise varied. 12. The Plaintiffs shall be at liberty to use the information received from the Defendants as a consequence of this Order in proceedings concerning causes of action arising on the same facts pleaded herein in the Dominican Republic, St Vincent and the Grenadines and the United States. Save as provided herein



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*the Plaintiffs shall not use the information so received in any other proceedings save with the leave of this Court. 13. It is a contempt of court for any person notified of this Order knowingly to assist in or permit a breach of this Order. 14. Except as provided below the terms of this Order do not affect or concern anyone outside the jurisdiction of this Court until it is declared enforceable or is enforced by a Court in the relevant country and then they are to affect him only to the extent that they have been declared enforceable or have been enforced unless such person is: I) The Defendants, their directors, officers, servants or agents whether by power of attorney or otherwise; or ii) Any person who: 1. is subject to the jurisdiction of this Court; 2. has been given written notice of this Order at his residence or place of business within the jurisdiction of this Court; 3. is able to prevent acts or omissions outside the jurisdiction of this Court which constitute or assist in a breach of the terms of this Order; or iii) person only or the extent that this Order is declared enforceable by or enforced by a Court in that country or state. 15. There shall be a further hearing of this application with notice to the Respondents on the 13th of March at 9.00am at Providenciales Court House. 16. The costs of this application shall be reserved until further hearing. 17. The Respondents shall be at liberty to apply to vary or discharge these Orders upon giving no less than 7 days' notice to the Applicants. **WHEREAS:** According to the Affidavit of Mr. **GREGORY CLARK**, former Chief Financial Officer of the **ELLIOTT GROUP COMPANIES**, given on the twentieth (20) of March two thousand nine (2009) in the United States District Court for the Southern District of*



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Florida, Miami Division, in respect of the aforementioned Case No. 09-20526-CIV-GOLD against the **ELLIOTT GROUP** and its companies, Clark makes several statements regarding facts established already, among others: "(14). Further, the Elliotts used the Elliott Group Companies as one collective 'piggy bank', taking funds from one company indiscriminately to pay the obligations of another. When funds were needed for a particular purpose we would identify which company had cash, use that cash, and then after the fact create an inter-company loan to document the loan transaction. "(63.) Instead of utilizing the funds raised in the manner in which they represented to purchasers that they would do so, the Elliott Group paid themselves as well as the sales force company large fees and diverted funds to acquire personal assets, which assisted in maintaining their personal lifestyle, pay personal debts and finance personal projects." (65.) "In addition to the commissions paid to the true sales force staff in each of the various projects, they would pay themselves additional arrogations disguised as 'commissions', including payments to: EMISVGⁱ in amounts ranging from 5% to 20% of the purchase price; WWINⁱⁱ of 1% of the purchase price; Michael Fitzpatrick of 50% [sic] of the purchase price of sales at Sun Village Cofresi and .25% of the value of Maxim Bungalows at Cofresi which were converted to fractional interests; an override ranging from 1.5% to 3.5% of the purchase price being paid to the VP of Hospitality, the Sun Village Cofresi Hotel operating account to pay for marketing materials and to pay for Software and Owner-Services Accounting, and an override ranging from 1.0% to 1.5% of the



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*purchase price payable to the Elliott Group Companies legal team on sales of¹ the Maxim Bungalows at Cofresi and Maxim Bungalows at Juan Dolio; **WHEREAS:** "(68.) [sic: 67] Of all the monies raised, funds were diverted by the Elliott Group Defendants, were not utilized to pay legitimate expenses of the Sun Village Resort and the Juan Dolio project, such as legitimate operating expenses, payments of NUFs, payment of renovation expenses and other items."; **WHEREAS:** "(69.) To do so, the Elliott Group created (or caused to be created) a collection company, AVIATI. On at least one occasion, I overheard Derek ask whether the "collection company" had been created and asking an Elliott Group employee to remind him of the name that had been selected for the company."; **WHEREAS:** The foregoing statements confirm the fraudulent ploys and schemes used by the **ELLIOTT GROUP** and its companies to the detriment of the **APPLICANTS** by diverting the invested funds and unlawfully and indiscriminately using [the funds] for their own benefit; **WHEREAS:** As has been established above, to protect their ill-gotten gains, **FREDERICK ELLIOTT** and **DEREK ELLIOTT** created a complex structure of offshore companies, trust, corporate entities and supporting companies (the **ELLIOTT GROUP COMPANIES**) for the specific purpose of being judgment proof for their unlawful activities, and therefore avoid being subject to prosecution, as they themselves state and we will indicate hereunder; **WHEREAS:** The **APPLICANTS**, for purposes of protecting their capital and protecting their rights, and in view of the evident ploys of the defendants to appear insolvent by embezzling and*

Translator's note: Paragraphs 63 and 65 are not identical to text in the Gregory Clark affidavit provided in quotes, and include part of 66 and other information.



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concealing assets to the detriment of their creditors, have decided to file a complaint in the Dominican Courts; **WHEREAS:** With respect thereto, Articles 48 et seq. of the Code of Civil Procedure, in principle, constitute the basic legal framework for analyzing whether or not presumptions are present for adopting injunctive relief. Article 48 of the Code of Civil Procedure provides, among other things: *"In the event of an emergency, and if collection of the loan appears to be at risk, the trial court in the domicile of the debtor or the place where the assets to be frozen are located may authorize any creditor who has a credit that appears to be justified in principle, to preventively attach movable properties belonging to his debtor (...). The credit shall be deemed to be in jeopardy, and therefore there will be an emergency when evidence of a nature is filed that allows one to presume or fear the imminent insolvency of the debtor, which shall be stated in the order entered by the judge, as well as the amount of the preventive injunction and the period during which the creditor must file before the court [evidence] on the validity of the preventive injunction, or on the merits, all subject to reversal of the injunction."* **WHEREAS:** According to the documentation attached to this motion, consisting of the payments, disbursements and deposits made by **THE APPLICANTS** in favor of the companies in the **ELLIOTT GROUP** to purchase their product offerings, the good faith of the former is evidenced by compliance with their obligations in a timely manner, never imagining the deceit behind their investments, created by the aforementioned defendants; **WHEREAS:** For purposes of providing an example, we note the Zions Bank cashiers check No. 61-089229213 issued on the third (3)



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of November two thousand six (2006) by Mr. **NORMAN SORENSEN** (Sorensen Family Trust) for **TWO HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED THIRTY-ONE UNITED STATES DOLLARS AND 25/100 (US\$299,531.25)** payable to **SUN VILLAGE JUAN DOLIO**. The referenced payment is documented in the purchase receipt issued by **SUN VILLAGE JUAN DOLIO** in the Vacation Interval Ownership Agreement executed by **SUN VILLAGE JUAN DOLIO, PROMOTORA XARA, S.A.** and Mr. **NORMAN SORENSEN**; **WHEREAS**: Likewise, the record reflects, among other payments, the one made by Mr. **CLARK A. STEWART** and Mrs. **MYRA A. STEWART** on February fourteenth (14) two thousand five (2005) with check No. 2923 payable to **EMI SUN VILLAGE** for **TWO HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS (\$250,000.00)**; **WHEREAS**: Inasmuch as to date the **ELLIOTT GROUP** and its companies have not honored their obligations under the terms agreed with the **APPLICANTS**, primarily devoting themselves to diverting the aforementioned funds; and therefore, suspending the corresponding payment to the **APPLICANTS** as investors and owners, defrauded with the aforementioned ploys of the defendants, the funds we seek to protect by way of this motion for injunctive relief total **THIRTY-FOUR MILLION UNITED STATES DOLLARS AND 00/100 (US\$34,000,000.00)**. To avoid overwhelming this Honorable Court with a documentary file that may be unmanageable, in the exhibits we have included a sample of these payments, which amount to 28% of the previously established total amount and is the total amount of the disbursements made by the **APPLICANTS** to the **ELLIOTT GROUP** companies; **WHEREAS**: From the aforementioned text, the following presumptions are drawn for injunctive relief: a) the existence of a credit, justified in



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principle; b) the probability of the debtor becoming insolvent and jeopardizing redress of damages; and c) the temporary liquidation of the amount of the credit; **WHEREAS:** As to the requirements of the credit by virtue whereof injunctive relief may be issued, Dominican doctrine and jurisprudence provide that *"in injunctive relief, the credit need not be absolutely certain, the appearance of being truthful is sufficient"* (Cass. May 31, 1938, B.J. 332, Pg. 168)ⁱⁱⁱ; **WHEREAS:** Likewise, the authors state: *"Given the broad terms in Article 48 of the Dominican Code of Civil Procedure, the nature of the credit is not important: It may be contractual, quasi-contractual, criminal or quasi-criminal, commercial or civil. Likewise, the credit may be justified in an authentic record or in a signed private document, and perhaps not even set down in any document whatsoever; WHEREAS:* The credit must also be liquid, "we say a credit is liquid when the amount is defined"^{iv}. As to enforceability, it has not been expressly stipulated, and may be granted even when the credit does not include this condition; in fact, Doctor Mariano German Mejia notes that after modifications to Article 48 in 1959 and 1978, "no doubt is possible: the credit that is the basis for injunctive relief may be on term, conditional and even eventual."^v Immediately thereafter the referenced author adds that after the referenced modification there is no precise difference between certainty and enforceability; both doctrine and French jurisprudence have coincided in affirming so, by indicating that enforceability of the credit is not necessary. If the law addresses a credit that is justified in principle, without adding another condition, enforceability is not required;



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WHEREAS: The most well-versed doctrine on the subject has also provided that "in matters pertaining to injunctive relief, the common law rule stipulated in Article 551 is not entirely applicable, which provides one cannot proceed to freeze other than by virtue of a credit that is certain, liquid and enforceable. With respect to these attachments, the rule has the same restrictions for matters involving preventive injunctions^{ix}; **WHEREAS:** The credit the **APPLICANTS** jointly seek to protect, by reason of the fraudulent breach by the **ELLIOTT GROUP** and its companies, is amply evidenced in the documentation attached to this motion for interim relief for a global amount of **THIRTY-FOUR MILLION UNITED STATES DOLLARS AND 00/100 (US\$ 34,000,000.00)**; **WHEREAS:** The danger may be defined as the risk the creditor has of not collecting his credit by reason of the true or fictitious financial situation of the debtor. On its part, urgency is the celerity with which the judge must act, by authorizing the injunction, guaranteeing collection of the credit and removing the reasons that justify his actions. Danger gives rise to urgency; **WHEREAS:** The creditor is not required to prove the debtor's bad faith or fraudulent acts. Showing the debtor is moving toward insolvency is sufficient, as it indicates the credit is at risk; **WHEREAS:** With respect to the danger and urgency for granting the applied for relief, Dominican jurisprudence provides that endangerment for collecting the credit does not necessarily need to be true. Pursuant to Article 48 of the Code of Civil Procedure, the appearance that the credit is at risk is sufficient, a matter that is decided in each case in keeping with the debtor's situation and acts. (Cass. August 1, 1973, B.J. 75, Pg. 2189, Cass. Feb. 18, 1978, B.J. 807, Pg.



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324); **WHEREAS:** We must examine this point under two legal presumptions: "periculum in mora" and the appearance of a prima facie case or "fumus boni iuris"; **WHEREAS:** In the action, the danger of delay or *periculum in mora* of the final decision on the case in chief is evident, inasmuch as the defendants have created this corporate structure as a way to circumvent potential claims and the long arm of justice. A review of correspondence sent by Mr. **FREDERICK ELLIOTT** in an email to investors in his companies on August twenty-one (21) two thousand eight (2008) is sufficient, therein stating having created a scheme that is "judgment proof" to protect his shady interests, while likewise threatening to exclude investors who take legal action against them from any plan or financial restructuring agreement. To wit: "We have received information to the effect that, unfortunately, some clients are considering lawsuits to enhance their positions... Accordingly, and on the instructions of legal counsel, we are taking the position that any clients who initiate lawsuits will not have available to them any of the restructuring options that we have offered or will offer... The result will be that the fractional interests attached to such notes not be paid in full will likely be forfeited. Since it is very unlikely that such litigious clients will be able to penetrate our judgment proof structure, they will likely lose their entire investments."; **WHEREAS:** This statement, authored by one of the defendants, unequivocally constitutes an already suffered damage (*periculum*), which would be irreparable or difficult to redress the day that, subsequent to completion of the process (delay), judgment is finally entered that will terminate and declare the rights of the **APPLICANTS; WHEREAS:**



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Likewise, "periculum in mora" may be shown in the urgency for entertaining the motion of the **APPLICANTS** due to the marked interest of the defendants to create a fictitious insolvency based on a series of companies operating overseas ("offshore") and that would conceal a structure designed to deceive and defraud investors. The statements of **DEREK ELLIOTT** are evidence thereof; who, on August fifteen (15) two thousand eight (2008), via email, admits that the assets and properties he controls have been isolated from potential claims and that the companies they operate with are insolvent. To wit: "Of course, Elliott entities own and control both hotels. However, *on the advice of our legal counsel..., we cannot provide you with detailed information on our ownership structure. The reason is that we have a complex structure designed to insulate these properties from claims and lawsuits. These companies are completely judgment proof. We are not able to provide details on the multijurisdictional corporate and trust ownership structure without compromising this protection...*" **WHEREAS:** Furthermore, it is necessary for the claim - in this case, the motion - to be a prima facie case, that is, to appear to have merits. The "fumus boni iuris" or prima facie case addresses the indicia that whoever moves for adoption of injunctive relief will be successful in his claims, without prejudging on the merits. "Fumus boni iuris" involves the existence of sufficient indicia about the defendants to show their probable involvement. We can show it is evident, for example, in aforementioned orders entered by the Court in the Southern District of Florida and the Supreme Court of the Turks and Caicos Islands dated March 3 and 6, 2009, respectively; **WHEREAS:** It is necessary to entertain the urgency



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of this petition inasmuch as there have been several local and international press publications over the last few days, attached hereto and significantly address the **ELLIOTT GROUP** fraud involving hundreds of foreign investors, defrauded by the defendants' schemes, thereby creating significant risk inasmuch as the **ELLIOTTS** and their companies could dissipate their assets by virtue of the aforementioned warning, thus defeating the effectiveness of the process; **WHEREAS:** In the instant case, the **APPLICANTS** appear before your Honor to request the same injunctive relief ordered by another two jurisdictions where there are assets belonging to the **ELLIOTT GROUP** so that the pertinent injunctive relief will be issued in the Dominican Republic. As has been shown, our country has been the epicenter of most of the acts by Messrs. **FREDERICK** and **DEREK ELLIOTT**; and the properties and real properties are here, that have been formed in part to conceal or distract, and are evidence of their racketeering scheme that affects the foreign investors; **WHEREAS:** According to our doctrine: *"Injunctive relief is a court-ordered measure that protects the creditor without needing to have execution papers to prevent the debtor from distracting his property by making it disappear. Frozen assets are in the hands of justice; therefore, the debtor cannot sell or reduce their value;* **WHEREAS:** The terms required in the Code of Civil Procedure for an order to be entered are satisfied in the instant case, in principle, having justified the credit, while the urgency and risk for collection are likewise evident; **WHEREAS:** These criteria, as Your Honor is well aware, in turn are the same ones for authorizing the preventive injunction or impediment. It is justified because the preventive injunction



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is a precautionary measure, at least initially and until a validating judgment is issued, as set forth in numerous decisions by our Supreme Court of Justice, which determined that "the preventive injunction is a precautionary measure and does not become final other than as a result of the validating judgment," "the preventive injunction is one of the precautionary measures set forth in Articles 48 to 58 of the Code of Civil Procedures, modified by Law No. 5119 of 1959"; and more recently, held that "to order injunctive relief, such as a preventive injunction, and to then uphold it, the judges must verify and include in their order or decision, as the case may be, even if summarily, the concurring factual reasons for seriously considering the pertinent credit, and likewise state if collection would be jeopardized and whether there is an urgency to preserve it"; **WHEREAS:** The injunctive relief and the preventive injunction stipulated in Dominican procedural law seek to prevent the debtor from disappearing the amounts and assets that constitute its creditors' security interest; **WHEREAS:** Likewise, in accordance with provisions in Article 54 of the Code of Civil Procedure: "*The trial judge may likewise, under the same terms and conditions set forth in Article 48, authorize the creditor to register a temporary court-ordered lien on some or all of his debtor's real properties*"; **WHEREAS:** In view of the circumstances described above, in the light of the documentary evidence that has been filed and provisions in Articles 48, 557 et seq. of the Code of Civil Procedure, it is appropriate to grant injunctive relief, to issue a temporary injunction, a preventive injunction or impediment and a temporary court-ordered lien on the assets of EMI RESORTS, INC., EMI SUN VILLAGE, INC.,



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HSV HOTELES DE OPERADORA, S.A., EMI RESORTS MANAGEMENT, S.A., EMI RESORTS MANAGEMENT (SVG), INC., EMI COFRESI DEVELOPMENTS, INC., KAHEBRAM, S.A. EMI MANAGEMENT, INC., INVERSIONES AVIATI, S.A., SUN VILLAGE JUAN DOLIO, INC., PROMOTORA XARA, S.A., ELLIOTT MICHESES HOLDINGS, INC., INVERSIONES YUBASO, S.A., DOMINICAN CONSTRUCTION SERVICES (DCS), S.A. ELLIOTT REGENT HOLDING, INC., ELLIOTT TOSCANA HOLDINGS, INC., LANDMARK LENDING CORPORATION, CUMBERLAND HOLDINGS, INC., BERTUS MANAGEMENT, INC., ORANGEVILLE RESERVATIONS SERVICES, INC., CCW DOMINICANA S.A., MPS LTD., S.A. COFRESCO HOLDINGS, INC., COFRESI DEVELOPMENTS, INC., INMOBILIARIA MONCEY, S.A. CELLWAVE NETWORKS, LTD., DE MARCHENA KALUCHE & ASOCIADOS, INMOBILIARIA LIRIOS DEL TROPICO, S.A. INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A. TENEDORA HSV (BP), S.A., VILLA SANTA PONCA, S.A. WWIN INTERNATIONAL LTD., NET WEALTH NAVIGATORS, LLC., MELLESINO C. POR A., TENEDORA WESSEX DOMINICANA, S.A., SUN VILLAGE CONSTRUCCIONES, S.A., SUN VILLAGE JH HOLDING, INC., 1211766 ALBERTA LTD., TRIPALMS REAL ESTATE, INC., OCEAN PALMS REAL ESTATE (SVG), INC., and Messrs. ENRIQUE DE MARCHENA, VICTOR CABRAL, FREDERICK C. ELLIOTT, DEREK ELLIOTT, MICHAEL LAWTER, TIPPY TAN LAWTER; FOR SUCH REASONS and those the Honorable Court may provide with its high spirit of justice, the APPLICANTS, through legal counsel, very respectfully request the following: **FIRST: TO DECLARE** this motion for injunctive relief is procedurally good and valid so that the APPLICANTS may process injunctive relief consisting of temporary, preventive injunctions and registry of a temporary court-ordered lien on defendants' property and real property; **SECOND:** As to the MERITS, to temporarily value the APPLICANTS' credit at **THIRTY-FOUR MILLION DOLLARS OF THE UNITED STATES OF AMERICA AND**



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00/100 (US\$34,000,000.00) inasmuch as it is the amount owed; **THIRD: TO AUTHORIZE** in an Order or Decision issue of injunctive relief on present and future property, as well as to issue a preventive injunction or freeze bank accounts belonging to EMI RESORTS, INC., EMI SUN VILLAGE, INC., HSV HOTELES DE OPERADORA, S.A., EMI RESORTS MANAGEMENT, S.A., EMI RESORTS MANAGEMENT (SVG), INC., EMI COFRESI DEVELOPMENTS, INC., KAHEBRAM, S.A., EMI MANAGEMENT, INC., INVERSIONES AVIATI, S.A., SUN VILLAGE JUAN DOLIO, INC., PROMOTORA XARA, S.A., ELLIOTT MICHEs HOLDINGS, INC., INVERSIONES YUBASO, S.A., DOMINICAN CONSTRUCTION SERVICES (DCS), S.A., ELLIOTT REGENT HOLDING, INC., ELLIOTT TOSCANA HOLDINGS, INC., LANDMARK LENDING CORPORATION, CUMBERLAND HOLDINGS, INC., BERTUS MANAGEMENT, INC., ORANGEVILLE RESERVATIONS SERVICES, INC., CCW DOMINICANA S.A., MPS LTD., S.A. COFRESCO HOLDINGS, INC., COFRESI DEVELOPMENTS, INC., INMOBILIARIA MONCEY, S.A. CELLWAVE NETWORKS, LTD., DE MARCHENA KALUCHE & ASOCIADOS, INMOBILIARIA LIRIOS DEL TROPICO, S.A. INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A. TENEDORA HSV (BP), S.A., VILLA SANTA PONCA, S.A. WWIN INTERNATIONAL LTD., NET WEALTH NAVIGATORS, LLC., MELLESINO C. POR A., TENEDORA WESSEX DOMINICANA, S.A., SUN VILLAGE CONSTRUCCIONES, S.A., SUN VILLAGE JH HOLDING, INC., 1211766 ALBERTA LTD., TRIPALMS REAL ESTATE, INC., OCEAN PALMS REAL ESTATE (SVG), INC., and Messrs. ENRIQUE DE MARCHENA, VICTOR CABRAL, FREDERICK C. ELLIOTT, DEREK ELLIOTT, MICHAEL LAWTER, TIPPY TAN LAWTER for SIXTY-EIGHT MILLION UNITED STATES DOLLARS AND 00/100 (US\$68,000,000.00), which is double the amount owed; **FOURTH:** In a Decision or Order, to AUTHORIZE the applicants to register a temporary court-ordered lien on present and future real estate assets of EMI RESORTS, INC., EMI SUN VILLAGE, INC., HSV



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HOTELES DE OPERADORA, S.A., EMI RESORTS MANAGEMENT, S.A., EMI RESORTS MANAGEMENT (SVG), INC., EMI COFRESI DEVELOPMENTS, INC., KAHEBRAM, S.A., EMI MANAGEMENT, INC., INVERSIONES AVIATI, S.A., SUN VILLAGE JUAN DOLIO, INC., PROMOTORA XARA, S.A., ELLIOTT MICHELS HOLDINGS, INC., INVERSIONES YUBASO, S.A., DOMINICAN CONSTRUCTION SERVICES (DCS), S.A., ELLIOTT REGENT HOLDING, INC., ELLIOTT TOSCANA HOLDINGS, INC., LANDMARK LENDING CORPORATION, CUMBERLAND HOLDINGS, INC., BERTUS MANAGEMENT, INC., ORANGEVILLE RESERVATIONS SERVICES, INC., CCW DOMINICANA S.A., MPS LTD., S.A. COFRESCO HOLDINGS, INC., COFRESI DEVELOPMENTS, INC., INMOBILIARIA MONCEY, S.A. CELLWAVE NETWORKS, LTD., DE MARCHENA KALUCHE & ASOCIADOS, INMOBILIARIA LIRIOS DEL TROPICO, S.A. INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A. TENEDORA HSV (BP), S.A., VILLA SANTA PONCA, S.A. WWIN INTERNATIONAL LTD., NET WEALTH NAVIGATORS, LLC., MELLESINO C. POR A., TENEDORA WESSEX DOMINICANA, S.A., SUN VILLAGE CONSTRUCCIONES, S.A., SUN VILLAGE JH HOLDING, INC., 1211766 ALBERTA LTD., TRIPALMS REAL ESTATE, INC., OCEAN PALMS REAL ESTATE (SVG), INC., and Messrs. ENRIQUE DE MARCHENA, VICTOR CABRAL, FREDERICK C. ELLIOTT, DEREK ELLIOTT, MICHAEL LAWTER, TIPPY TAN LAWTER; **FIFTH:** To set the period for filing a claim on the validity of the preventive injunction or liens that may be registered; **SIXTH:** That the order to intervene is enforceable, notwithstanding any appeal that may be filed thereon.

HAVING CONSIDERED: The documents filed with the Clerk's Office by applicants,
to wit:



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1. Original of the translation into Spanish of the Complaint filed on March thirteen (13) two thousand nine (2009) by APPLICANTS against the corporations EMI RESORTS, INC., EMI SUN VILLAGE, INC., HSV HOTELES DE OPERADORA, S.A., EMI RESORTS MANAGEMENT, S.A., EMI RESORTS MANAGEMENT (SVG), INC., EMI COFRESI DEVELOPMENTS, INC., KAHEBRAM, S.A., EMI MANAGEMENT, INC., INVERSIONES AVIATI, S.A., SUN VILLAGE JUAN DOLIO, INC., PROMOTORA XARA, S.A., ELLIOTT MICHES HOLDINGS, INC., INVERSIONES YUBASO, S.A., DOMINICAN CONSTRUCTION SERVICES (DCS), S.A., ELLIOTT REGENT HOLDING, INC., ELLIOTT TOSCANA HOLDINGS, INC., LANDMARK LENDING CORPORATION, CUMBERLAND HOLDINGS, INC., BERTUS MANAGEMENT, INC., ORANGEVILLE RESERVATIONS SERVICES, INC., CCW DOMINICANA S.A., MPS LTD., S.A. COFRESCO HOLDINGS, INC., COFRESI DEVELOPMENTS, INC., INMOBILIARIA MONCEY, S.A. CELLWAVE NETWORKS, LTD., DE MARCHENA KALUCHE & ASOCIADOS, INMOBILIARIA LIRIOS DEL TROPICO, S.A. INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A. TENEDORA HSV (BP), S.A., VILLA SANTA PONCA, S.A. WWIN INTERNATIONAL LTD., NET WEALTH NAVIGATORS, LLC. and Messrs. ENRIQUE DE MARCHENA, VICTOR CABRAL, FREDERICK C. ELLIOTT, DEREK ELLIOTT, MICHAEL LAWTER, TIPPY TAN LAWTER in the United States District Court for the Southern District of Florida, Miami Division, identified as Civil Case No. 09-20657-CIV/SEITZ/O'SULLIVAN.

2. Original of the translation into Spanish of the order entered by the Supreme Court of the Turks and Caicos Islands, pertaining to Action No. CL57/09, pursuant to the motion filed by Messrs. KLAUS HOFMANN, DAVID R. ROCHEFORD, NORMAN SORENSON and STEVE THOMPSON against EMI SUN VILLAGE, INC., EMI COFRESI DEVELOPMENT, INC., SUN VILLAGE JUAN DOLIO, INC., ELLIOTT MICHES



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HOLDINGS, INC., ELLIOTT REGENT HOLDINGS, INC., ESGV TOSCANA HOLDINGS, LTD., LANDMARK LENDING CORPORATION, BERTUS MANAGEMENT, INC. and COFRESCO HOLDINGS, INC.

3. Original of the translation into Spanish of the Affidavit of Mr. GREGORY CLARK, former Chief Financial Officer of the **ELLIOTT GROUP** COMPANIES, given on March twenty (20) two thousand nine (2009) before the United States District Court for the Southern District of Florida, Miami Division, in respect of the aforementioned Case No. 09-20526-CIV-GOLD against the **ELLIOTT GROUP** and its companies.

4. Photocopy of a news article published by www.clavedigital.com on March twenty-five (25) two thousand nine (2009), titled: "*Victor Cabral and two Canadians sued for a millionaire fraud in Miami.*"

5. Photocopy of a news article published on the internet site of the national newspaper Listin Diario (www.listin.com.do), La Republica section on March twenty-six (26) two thousand nine, titled: "*In Miami Federal Court, Company sued for an alleged millionaire fraud.*"

6. Original of the news article published by the national newspaper Diario Libre on March twenty-five (25) two thousand nine, (page 14), titled: "*Canadians sued for fraud Dominican Rep.*"



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7. Original of the translation into Spanish of the email sent by Mr. **DEREK ELLIOTT** on August twenty-one (21) two thousand eight (2008) to investors in his companies.

8. Original of the translation into Spanish of the email sent by Mr. **DEREK ELLIOTT** on August fifteen (15) two thousand eight (2008) to investors in his companies.

9. Original of the translation into Spanish of check No. 00094 issued on March twelve (12) two thousand six (2006), by Messrs. **FRANCISCO ZAVALA** and **LAURA RAMIREZ** payable to **SUN VILLAGE JUAN DOLIO** for US\$30,000.00.

10. Original of the translation into Spanish of the letter dated March twenty-four (24) two thousand six (2006) addressed to Messrs. **FRANCISCO ZAVALA** and **LAURA RAMIREZ**, signed by Tim Tuccelli from **ELLIOTT SUN VILLAGE, INC.**, on behalf of Sun Village Resort.

11. Original of the translation into Spanish of the purchase receipt pertaining to the Residential Vacation Interval Ownership Agreement executed on March twelve (12) two thousand six, by **SUN VILLAGE JUAN DOLIO, INC.**, **FRANCISCO ZAVALA** and **LAURA RAMIREZ** and **PROMOTORA XARA, S.A.**, thereby acknowledging receipt of **US\$30,000.00**.



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12. Original of the translation into Spanish of the Residential Vacation Interval Ownership Agreement executed on March twelve (12) two thousand six, by **SUN VILLAGE JUAN DOLIO, INC., FRANCISCO ZAVALA** and **LAURA RAMIREZ** and **PROMOTORA XARA, S.A.**

13. Original of the translation into Spanish of the Deposit Agreement between **SUN VILLAGE JUAN DOLIO, INC., FRANCISCO ZAVALA** and **LAURA RAMIREZ** dated March sixteen (16) two thousand six (2006), thereby documenting payment of a deposit with a check for US\$270,000.00.

14. Other documents.

THE COURT, AFTER CONSIDERING THE CASE

WHEREAS: In an action filed on March thirty (30) two thousand nine (2009), Messrs. **FRANCISCO ZAVALA AGUIRRE, KATHY AVILA, ISRAEL CHAVEZ, GRACE HERRERA, ANA LOPEZ, MICHAEL McGIRR, BRYAN LAMB, WILLIAM MILES, FRANCISCO REYES, VINCENTE REYES, JOSE ROSAS NIETO, CLARK STEWART, FRANCISCO VARGAS, RICHARD WANN, LUIS ANDRADE, SUSAN BARBER, MICHAEL CONNOR, LORI SUBLETTE, JOHN ROBERT COSSEY, NORMAN SORENSON, KIRSTIN NILSSON, BRENT FRAME, DAVID PEREZ, GLORIA BALLESTEROS, AURELIO AGUILAR, MARGARITA PEREZ, TERESA ANDRADE, SALVADOR AGUILAR, MARTHA AGUILAR, GREG ALDRICH, WENDY ALDRICH, SABINO ALTAMIRANO, ALEJANDRA ARANGO, ROY ANDERSON, J. McCAHEN, JUAN ANZURES, EMA ANZURES, ENRIQUE AVALOS, OLIVIA AVALOS, JUAN BANDA, PAMELA BARNES, ALEX BARRAGAN,**



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FRANCIS BARRETTO, DOAN BARRETTO, CHRISTY BATES, ROBERT BATES, GEORGIA BATES, JARED BECKSTEAD, VICKY BISCHOFF, GREGORY BIDDULPH, LUANA BIDDULPH, WINIFRED BIGGS, GARY BINGHAM, JUDITH BINGHAM, TRUDY BISEL, TRUSTEE, BISEL FAMILY TRUST, ROD BLACKMAN, ROSEMARY BLACKMAN, ERIC BOEHM, DEBORAH BOEHM, GARY BOUTIN, WILLIAM BOYCE III, RANDY BRAITHWAITE, RONDA BRAITHWAITE, HANS BRAUN, ULRIKE BRAUN, HANS BRAUN, NORMAN BRIGGS, RICHARD BRIMLEY, DAVID BRIMLEY, ROBERTA BRINKMAN, AARON BRONDUM, FRANCINES BROUGHTON, JAMES BROWNING, JANET BROWNING, DORIANNE BUNATAO, IOOBI BUNATAO, EVELINE BYINGTON, JOSIAH CABEZUD, STEVE CABEZUD, STEVEN CAGLE, SHARON ROBERTS-CAGLE, DIANE CALDWELL, JON CALDWELL, VALERIE CAMERON, OFELIA CENTENO, MARCELINO CENTENO, RICARDO CARMONA, TONYA CASAREZ, GAYLINE CASEY, SABAS CASTELLANOS, NIEVES PALACIOS, RODOLFO CASTILLO, ERICA CASTILLO, JAMES CATLEDGE, DAPHNE CHASE, ISRAEL CHAVEZ, PAUL CHRISTENSEN, MICHELLE CHRISTENSEN, ROBB CLAWSON, CHRISTOPHER CLENDENNING, CHRISTINE CLENDENNING, ANTWON COLE, P. STAVAN COOK, MARK COMSA, JUAN CORREA, AMALIA CORTEZ, ELSY CORTEZ, MELISA CRANER, MARK CRANER, TYLER CRITTENDEN, ARRON CROTTY, ADOLFO CRUZ, PATRICIA CRUZ, ELIZABETH CUDMORE, MARGARET CURRIE, MARYANN CURRIE, MARYANN CURRIE, ERIN DALTON, MARJORIE DAVIS, TIANG DETHVONGSA, BOUNLAY DETHVONGSA, JESUS DEL TORO, LITA LAPPA, GABRIEL DIAZ, GEOFFREY DUGMORE, MICHAEL DURINICK, SUZETTE DURINICK, ELIZABETH DUKE, MARIA JUANA ESCOBEDO, OMAR ESPARZA, RITA RAYGOZA, PAT EYRE, KELEE EYRE, VICTOR FARIAS, SARAH FERDOWS, JUDY FILLMORE, RICK FRANCOM, KAREN FRANCOM, BARBARA FRANKLIN, BRENT FRAME, LINDA FRYE, LUZ GABRIELA VERA, ADAN GALVAN, KRISTI GARCIA, LAMBERTO GARCIA, MALY GARCIA, ROBERTO GARCIA CEJA, PRESILIANO



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GARCIA, MARGARITA GARCIA, RUBEN GARCIA, JESUS GARCIA RAMOS, CECILIA GONZALEZ, DUANE GENTER, JUDY GENTER, YVES GERVAIS, JAMIE GERVAIS, MIKE GIBSON, JEANNIE GIBSON, ARGELIO GIRON, CUPERTINO GIRON, PEDRO GOMEZ, LUISA GOMEZ, ROBERTO GONZALEZ, CARLOS GONZALEZ, ESMERALDA DIAZ, FERNANDO GONZALEZ, FINY GONZALEZ, MOISES GONZALEZ, MARIA GONZALEZ, SANTOS GONZALEZ, MILES GRANT, ROSEMARIE GRESSET, MARY GRIJALAVA, PEGGY GROO, NELDON GROO, FLORITA GUTIERREZ, GILDARDO AVALOS, MANUELA GUTIERREZ, ADAN GUTIERREZ, MANUELA GUTIERREZ, GEORGE HALL, ROBERT HEISLER, LAWRENCE HENRY, CYNTHIA HENRY, ALEJANDRO HERNANDEZ, YESENIA HERNANDEZ, ARMANDO HERNANDEZ, JOSE HERNANDEZ, KARINA HERNANDEZ, JOSE HERNANDEZ, DORA LAURA ESPINOZA, ROGELIO HERNANDEZ, MIGUEL HERNANDEZ CORTES, MARIA FIERRO HERNANDEZ, MAURICIO HERNANDEZ, ADAM HOPKINS, DAVID HOWARD, ILA HOWARD, STEVE HOWARD, SUSAN HOWARD, NORMA HOWARD-MATUCK, GARNET HYDE, CLAUDIA HYDE, ANTONIO IBARRA, CAROLINA IBARRA, CHERYL IRVINE, JAMES IRVINE, JAMES ROBERT IRVINE, JR., MINH THU KIRBY-IRVINE, IGNACIO JACINTO, ELIA JACINTO, CHAD JAVOR, IN YOUNG JEONG, WON JEONG, PETER JEONG, RODOLFO JIMENEZ, DON JONES, EVELYN JONES, LAWRENCE KAPLAN, NANALEE KERSHAW GARDNER, MINH THU KIRBY, JAMES ROBERT IRVINE, JR. ANN KOONTZ, SHARON KRUTT, DONNA KUCK, RICHARD PHILLIPS, SHEILA KUCK, BRYAN LAMB, SUSAN LAMB, YVONNE LANE, DANIEL LANGFORD, SOL LARA, RAUL LARA, ROBERT LIEBERMAN, DAN LITTLEDIKE, MARCINE LITTLEDIKE, ADAM HOPKINS, LOUIS (TONY) LOOPER, JILL LOOPER, ANA LOPEZ, DAVID LOPEZ, ELVIRA LOPEZ, FIDEL LUNA, NORA LUNA, MAYRA MADRIGAL, JANET MAJOULET-FOUST, JADEN FOUST, ALICIA MALDONADO, SHAWN MANCEBO, EUGENE MANCEBO, GERALDINE MANCEBO, RAUL MANCILLA, NORA MANCILLA, ELIZABETH MANRIQUEZ, SERGIO MANRIQUEZ,



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JOSE MANUEL LEYUA AGUILAR, OZZIE MARTIN, BELINDA MARTIN, ELBA MARTINEZ, GERARDO MARTINEZ, JUDITH MATA, MICHAEL McGIRR, EARL McNEILL, CHARLES McVAY, MARCI MITCHELL, WILLIAM MILES, JODE MILES, GLORIA MOORE, MARLA MOORE, PATRICIO MORAN, LORENA MORAN, JEFFREY MORGAN, LEE MOST, UVONNE JONES-MOST, BENJAMIN MUNOZ PEREZ, GENOVEVA CABALLERO LARA, SUSAN MURRAY, BARABAR NAGEL, DALLAS NESSEN, DEEANN NESSEN, KENT NEVILLE, LINDA NEVILLE, PAUL NIELSEN, CORY NILSSON, KIRSTIN NILSSON, YOLANDA NOVOA, CHRISTOBAL OCHOA, VERONICA OCHOA, TOM O'HAGAN, SHEILA O'HAGAN, ALEJANDRO ORTIZ, JAMES OSBORN, ALICIA OSBORN, KATHY OVA, MARIA PADILLA, ANTONIA PALACIO, JESUS PALOMINO, MARICELA PARDO, HERMAN PARDO, RAE PATTON, ELLIS PAZ, CYNTHIA J. PAZ, JOSE PENA, JOSE JESUS PEREZ, RODNEY PERRY, LARAE PERRY, GARY PETERSON, SHIRLEEN PETERSON, MILDRED PHILLIPS, NANCY PICKETT, TRUSTEE, SUSAN PINTO, BARBARA PLATZ, RANDY POLATIS, JOYCE POLATIS, JOSEPH PRATER, ALICE PRATER, JOHNNY PRICE, AMELIA QUINONEZ, ADOLFO RAMIREZ, CLEMENTINA RAMIREZ, NORMAN REIDE, DARLENE REIDE, DIANE REID, ALBERTO REYES, ROZALBA MANZO DE REYES, DANIEL REYES, IMELDA REYES, ENRIQUE REYES, JOSEFINA REYES, FRANCISCO REYES, MARTIN REYES, TRINIDAD REYES, RAFAEL REYES, ANGELA REYES, SONIA REYES, ALFREDO MORENO, VINCENTE REYES, FRUCTUOSO RIVERA, LEONOR LOPEZ, LEONILA RIVERA, MARTIN RIVERA, VICTOR RODRIGUEZ, JOVITA RODRIGUEZ, ELIAS ROSAS, JOSE ROSAS NIETO, WARREN ROSEGREEN, TONIA ROYSTON, ANGEL OSORIO RUIZ, GRACIELA RUEDA, CONSUELO RUVALCABA, MARTIN & DAISY RUVALCABA, FELIPE SALDANA, ESTHER SALDANA, DAVID SALTER, KATHRYN SALTER, DAVID SANCHEZ, NANCY SANCHEZ, MARTIN SANCHEZ, YOLANDA SANCHEZ, RUBEN SANCHEZ, GREG SAWYER, TERRY SAYRE, RICHARD SCHNEIDER, MAY SHIN LAI, ALLEN SIMPSON,



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DUSTIN SIMPSON, JARED SKELTON, JENNI SKELTON, ROBERT SKELTON, SUSAN SKELTON, JERRY SMITH, GEORGE SNIDER, MARTHA SNIDER, SHIRLEY SOLA, JORGE SOLORIO NUNEZ, CARLOS SORIA, GLORIA SORIA, ROBERTO SOTO, OLGA SOTO, CLARK STEWART, MYRA STEWART, RYAN STOCKLE, CARLY STOCKLE, CLINT TAYLOR, KIM TAYLOR, NANCY TAYLOR, LARRY TEVES, RUTH TEVES, JOHN THOMSON, NANCY THORNE, BONIFACIO TORRES, ARTURO VALDEZ C., CATHERINE VALDEZ, FRANCISCO VARGAS, ROSA VARGAS, JACQUES VARIN, GEORGE VAUGHN, DAN VAZQUEZ, OSCAR VAZQUEZ, CARMEN VEGA, MIGUEL VEGA, CRIS VERANO, CYNTHIA VERANO, CHRIS VERANO, CYNTHIA VERANO, MARIO VERANO, LUIS VILLANUEVA, DAVID WALTERS, ELIZABETH WALTERS, RICHARD WANN, BOBBIE LI WANN, JAMES WELSCH, TERRY WELSCH, ELVA WHITE, ROBERT WILSON, KATHERINE WINTER, CHARLES WINTER, AMY WITHINGTON, BRENT WOODWARD, MICHELE WOODWARD, PAUL YEAGER, LAURA RAMIREZ and KAZOKU, LLC, by and through their attorneys, move this Court to issue an Order granting a Preventive Injunction and Registration of a Court-Ordered Lien on the accounts, as well as the property and real properties of the corporations EMI RESORTS, INC., EMI SUN VILLAGE, INC., HSV HOTELES DE OPERADORA, S.A., EMI RESORTS MANAGEMENT, S.A., EMI RESORTS MANAGEMENT (SVG), INC., EMI COFRESI DEVELOPMENTS, INC., KAHEBRAM, S.A., EMI MANAGEMENT, INC., INVERSIONES AVIATI, S.A., SUN VILLAGE JUAN DOLIO, INC., PROMOTORA XARA, S.A., ELLIOTT MICES HOLDINGS, INC., INVERSIONES YUBASO, S.A., DOMINICAN CONSTRUCTION SERVICES (DCS), S.A. ELLIOTT REGENT HOLDING, INC., ELLIOTT TOSCANA HOLDINGS, INC., LANDMARK LENDING CORPORATION, CUMBERLAND HOLDINGS, INC., BERTUS MANAGEMENT, INC., ORANGEVILLE RESERVATIONS SERVICES, INC., CCW DOMINICANA S.A., MPS LTD., S.A. COFRESCO HOLDINGS, INC.,



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COFRESI DEVELOPMENTS, INC., INMOBILIARIA MONCEY, S.A. CELLWAVE NETWORKS, LTD., DE MARCHENA KALUCHE & ASOCIADOS, INMOBILIARIA LIRIOS DEL TROPICO, S.A. INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A. TENEDORA HSV (BP), S.A., VILLA SANTA PONCA, S.A. WWIN INTERNATIONAL LTD., NET WEALTH NAVIGATORS, LLC., MELLESINO C. POR A., TENEDORA WESSEX DOMINICANA, S.A., SUN VILLAGE CONSTRUCCIONES, S.A., SUN VILLAGE JH HOLDING, INC., 1211766 ALBERTA LTD., TRIPALMS REAL ESTATE, INC., OCEAN PALMS REAL ESTATE (SVG), INC., and Messrs. ENRIQUE DE MARCHENA, VICTOR CABRAL, FREDERICK C. ELLIOTT, DEREK ELLIOTT, MICHAEL LAWTER and TIPPY TAN LAWTER for THIRTY-FOUR MILLION UNITED STATES DOLLARS AND 00/100 (US\$348,000,000.00), which is the amount they are allegedly owed.

WHEREAS: In support of their claims, and in compliance with provisions in Article 1315 of the Civil Code, the applicants filed a series of documents which, after review, in summary, established the following facts:

1. In Action No. CL57/09, issued on March 6, 2009, duly translated into Spanish by a court interpreter, the Supreme Court of the Turks and Caicos Islands, among other things, restrained the companies **EMI SUN VILLAGE, INC., EMI COFRESI DEVELOPMENTS, INC., SUN VILLAGE JUAN DOLIO, INC., ELLIOTT MICHES HOLDINGS, INC., ELLIOTT REGENT HOLDINGS, INC., ESGV TOSCANA HOLDINGS LTD., LANDMARK LENDING CORPORATION, BERTUS MANAGEMENT, INC.** and **COFRESCO HOLDINGS, INC.** whether by themselves, their servants and/or agents, from disposing of



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the funds comprising the income from the following companies: **SUN VILLAGE RESORT, MAXIM BUNGALOWS** (formerly **EMI RESIDENCE**), **SUN VILLAGE, MAXIM BUNGALOWS** (formerly **EMI RESIDENCE**), **TREASURE BUFF**, all in Puerto Plata, Dominican Republic, as well as the **JUAN DOLIO** properties in this same country.

2. Pursuant to a document duly translated into Spanish by a court interpreter, on March 13, 2009, the current applicants also filed a formal Complaint and Demand for Trial by Jury, identified as No. 09-20657 against the aforementioned entities, as well as the law firm **DE MARCHENA KALUCHE Y ASOCIADOS (DMK)**, Mr. **ENRIQUE DE MARCHENA**, president of said firm, and Mr. **VICTOR CABRAL**, the latter two, Dominicans, who, based on investigations performed by the plaintiffs were involved in the extortion and the fraudulent and unlawful conduct of the **ELLIOTT GROUP** companies, which complaint was filed in the United States District Court for the Southern District of Florida, Miami Division, in summary, alleging the following: Mr. **FREDERICK ELLIOTT** and his son **DEREK ELLIOTT**, in practice, utilize the **ELLIOTT GROUP** companies as their personal piggy banks, diverting funds to cover expenses and personal obligations, as well as to invest in other projects where they were the sole owners, excluding a group of investors to whom they had guaranteed an interest in those projects; using more than US\$170,000,000.00 for their own benefit; the firm **DE MARCHENA KALUCHE Y ASOCIADOS**, its president, Mr. **ENRIQUE DE MARCHENA** and Mr. **VICTOR CABRAL**, acted as clearing agents for payment of funds received from purchasers of real estate interests



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in the **ELLIOTT GROUP** companies. With the said action, among other things, the plaintiffs seek compensatory and punitive damages to redress a pattern of extortionist activity and fraudulent conduct on the part of the defendants, aimed at persons in the United States of America, including the State of Florida, requesting judgment after being found guilty of charges for breach of contract, illegal enrichment, fraudulent inducement, civil conspiracy, and false and deceitful advertising, among other offenses.

3. As published on page 14 in the March 25, 2009 in Diario Libre, Messrs. **FREDERICK** and **DEREK ELLIOTT**, Canadian nationals, respectively father and son, who operated a real estate business in the Dominican Republic, committed fraud to the detriment of hundreds of Americans and Canadians who invested some US\$170,000,000.00 in luxurious vacation residences, as indicated in a lawsuit filed in a federal court.

4. The March 26, 2009 online edition of Listin Diario referred to the aforementioned news article, adding that among the defendants, in addition to Messrs. **FREDERICK** and **DEREK ELLIOTT** is **VICTOR CABRAL**, the Dominican former minister of tourism, who is under house arrest after being sentenced for stealing from a private tourist development company.

WHEREAS: In summary, and as part of the evidence in the file described, acts that have been proven have been verified, that on March 13, 2009, the aforementioned individuals filed a formal complaint against all of the



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aforementioned individuals and corporations in the United States District Court for the Southern District of Florida, Miami Division, for alleged fraud, corruption, illegal enrichment, breach of contract and others to their detriment, by attracting them as investors for future tourist projects in this country, promising a series of benefits which have not been obtained to date; proving, on the contrary, that the amounts earmarked for those purposes were really used for the defendants' personal gain. In a decision entered by the Supreme Court of the Turks and Caicos Islands on March 6, 2009, the property and real property of the aforementioned accused of fraud and the companies they represent were also restrained, and which were organized formally for their fraudulent purposes. With the understanding that part of these companies and the properties they purchased are in the Dominican territory, the applicants hereby move for injunctive relief on their assets to prevent distraction thereof, also fraudulent, thereby hampering recovery of their credits.

WHEREAS: On its part, the initial portion of Article 54 of the same Code provides: "The trial court may, likewise, in the same terms and conditions set forth in Article 48, grant the creditor registration of a temporary court-ordered lien over some or all of the debtor's real properties..."

WHEREAS: In this same order of ideas, Article 557 of the Code of Civil Procedure provides: "Every creditor may, by virtue of authentic title or private signature, place a preventive injunction on the amounts held by a third party and the effects belonging to his debtor, and freezing thereof.-"



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The unavailability produced by the preventive injunction in no event whatsoever shall be more than double the amount of the debt that gives rise thereto..."

WHEREAS: Finally, Article 558 of the Code of Civil Procedure provides: "If there were no title, the court of the debtor's domicile, and also [the court] of the domicile of the third attachment may, by virtue of proceedings, order the preventive injunction or attachment..."

WHEREAS: Danger may be defined as the risk the creditor has of not collecting his credit by reason of the true or fictitious financial situation of the debtor. Therefore, urgency is the celerity with which the judge must act, by authorizing attachment, guaranteeing collection of the credit and removing the risks that justify his actions. There is urgency only in those cases where collection of the credit is in jeopardy. Danger gives rise to urgency. Dominican jurisprudence shares this opinion by stating that the urgency that justifies the judge's intervention arises from the imminent danger that threatens the interests of the creditor. (Cass. January 31, 1958, B.J. 570, Pg. 164, Cass. October 17, 1977, B.J. 8037, Pg. 1899), which is sovereignly entertained by the trial court and within the limits of the court's diligence.

WHEREAS: With respect to endangerment in collection of the credit, the Supreme Court of Justice has also determined that it does not have to be real; it is sufficient, according to provisions in the referenced Article 48



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of the Code of Civil Procedure that the credit appear to be in jeopardy, a matter that is decided in each case in keeping with the debtor's situation and acts. (Cass. August 1, 1973, B.J. 753, Pg. 2189, Cass. Feb. 18, 1978, B.J. 570, Pg. 164).

WHEREAS: In fact, from the documents provided by applicants and in the light of the legal texts transcribed above, this court has been able to note, firstly, there are serious and legitimate reasons to presume that judicial decisions in their favor could be entered from the legal actions exercised by these gentlemen in foreign cities, which would therefore make them creditors of amounts that would have to be paid by **EMI RESORTS, INC., EMI SUN VILLAGE, INC., HSV HOTELES DE OPERADORA, S.A., EMI RESORTS MANAGEMENT, S.A., EMI RESORTS MANAGEMENT (SVG), INC., EMI COFRESI DEVELOPMENTS, INC., KAHEBRAM, S.A., EMI MANAGEMENT, INC., INVERSIONES AVIATI, S.A., SUN VILLAGE JUAN DOLIO, INC., PROMOTORA XARA, S.A., ELLIOTT MICES HOLDINGS, INC., INVERSIONES YUBASO, S.A., DOMINICAN CONSTRUCTION SERVICES (DCS), S.A. ELLIOTT REGENT HOLDING, INC., ELLIOTT TOSCANA HOLDINGS, INC., LANDMARK LENDING CORPORATION, CUMBERLAND HOLDINGS, INC., BERTUS MANAGEMENT, INC., ORANGEVILLE RESERVATIONS SERVICES, INC., CCW DOMINICANA S.A., MPS LTD., S.A. COFRESCO HOLDINGS, INC., COFRESI DEVELOPMENTS, INC., INMOBILIARIA MONCEY, S.A. CELLWAVE NETWORKS, LTD., DE MARCHENA KALUCHE & ASOCIADOS, INMOBILIARIA LIRIOS DEL TROPICO, S.A. INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A. TENEDORA HSV (BP), S.A., VILLA SANTA PONCA, S.A. WWIN INTERNATIONAL LTD., NET WEALTH NAVIGATORS, LLC., MELLESINO C. POR A.,**



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TENEDORA WESSEX DOMINICANA, S.A., SUN VILLAGE CONSTRUCCIONES, S.A., SUN VILLAGE JH HOLDING, INC., 1211766 ALBERTA LTD., TRIPALMS REAL ESTATE, INC., OCEAN PALMS REAL ESTATE (SVG), INC., and Messrs. VICTOR CABRAL, FREDERICK C. ELLIOTT, DEREK ELLIOTT, MICHAEL LAWTER and TIPPY TAN LAWTER for an amount that, in principle, could be estimated as **THIRTY-FOUR MILLION UNITED STATES DOLLARS AND 00/100 (US\$34,000,000.00)**, all as a result of the fraudulent activities of the latter, availing themselves of the investments made by the applicants in the business of development and sale of properties and interests in different real property projects in the Dominican Republic. Likewise, the urgency of the creditors is noted, who have filed proceedings tending to recover their credit, which they have not obtained to date, deducing by the nature of the illegal acts allegedly committed against them that there is endangerment and the urgency to recover their credit, which could be distracted through many means that could be used illegally by those who now could be their debtors, all reasons wherefor it is appropriate to grant the applicants, whose names appear above in this decision, injunctive relief on any properties, real properties and securities that belong, or could belong to the aforementioned entities and individuals, all to guarantee recovery of their credits in an amount temporarily set at **US\$34,000,000.00** dollars.

WHEREAS: With respect to the law firm **DE MARCHENA KALUCHE & ASOCIADOS, S.A.** and Mr. **ENRIQUE DE MARCHENA**, this Court rejects the claims filed against him inasmuch as in the file for administrative consideration in this proceeding,



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there is no conclusive evidence showing his involvement in the unlawful activities that have generated the credit regarding which this decision is issued favorably, without any need to document this consideration in the dispositive part of this Order.

WHEREAS: This Order must indicate the term given to the applicants to file an action on the merits of their claims, and the validity of the executed measures as set forth in the referenced Article 54 of the Code of Civil Procedure, in the middle section: "...The creditor must file an action on the merits within the period set forth in the order authorizing registration of the court-ordered lien, under penalty of reversal thereof...", as well as Article 48 of the Code of Civil Procedure.

WHEREAS: Additionally, it must provide that this order will be enforceable, notwithstanding any appeal that may be filed thereon.

THEREFORE and having considered Articles 48, 54, 557 and 558 of the Code of Civil Procedure,

THE FIFTH CIVIL AND COMMERCIAL DIVISION OF THE NATIONAL DISTRICT COURT OF FIRST INSTANCE, administering justice on behalf of the Republic and as vested by Law,



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D E C I D E S

FIRST: TO AUTHORIZE Messrs. FRANCISCO ZAVALA AGUIRRE, KATHY AVILA, ISRAEL CHAVEZ, GRACE HERRERA, ANA LOPEZ, MICHAEL MCGIRR, BRYAN LAMB, WILLIAM MILES, FRANCISCO REYES, VINCENTE REYES, JOSE ROSAS NIETO, CLARK STEWART, FRANCISCO VARGAS, RICHARD WANN, LUIS ANDRADE, SUSAN BARBER, MICHAEL CONNOR, LORI SUBLETTE, JOHN ROBERT COSSEY, NORMAN SORENSON, KIRSTIN NILSSON, BRENT FRAME, DAVID PEREZ, GLORIA BALLESTEROS, AURELIO AGUILAR, MARGARITA PEREZ, TERESA ANDRADE, SALVADOR AGUILAR, MARTHA AGUILAR, GREG ALDRICH, WENDY ALDRICH, SABINO ALTAMIRANO, ALEJANDRA ARANGO, ROY ANDERSON, J. MCCAHEN, JUAN ANZURES, EMA ANZURES, FRANCISCO ANZURES, EMA ANZURES, ENRIQUE AVALOS, OLIVIA AVALOS, JUAN BANDA, PAMELA BARNES, ALEX BARRAGAN, FRANCIS BARRETTO, DOAN BARRETTO, CHRISTY BATES, ROBERT BATES, GEORGIA BATES, JARED BECKSTEAD, VICKY BISCHOFF, GREGORY BIDDULPH, LUANA BIDDULPH, WINIFRED BIGGS, GARY BINGHAM, JUDITH BINGHAM, TRUDY BISEL, TRUSTEE, BISEL FAMILY TRUST, ROD BLACKMAN, ROSEMARY BLACKMAN, ERIC BOEHM, DEBORAH BOEHM, GARY BOUTIN, WILLIAM BOYCE III, RANDY BRAITHWAITE, RONDA BRAITHWAITE, HANS BRAUN, ULRIKE BRAUN, HAN BRAUN, NORMAN BRIGGS, RICHARD BRIMLEY, DAVID BRIMLEY, ROBERTA BRINKMAN, AARON BRONDUM, FRANCINES BROUGHTON, JAMES BROWNING, JANET BROWNING, DORIANNE BUNATAO, IOOBI BUNATAO, EVELINE BYINGTON, JOSIAH CABEZUD, STEVE CABEZUD, STEVEN CAGLE, SHARON ROBERTS-CAGLE, DIANE CALDWELL, JON CALDWELL, VALERIE CAMERON, OFELIA CENTENO, MARCELINO CENTENO, RICARDO CARMONA, TONYA CASAREZ, GAYLINE CASEY, SABAS CASTELLANOS, NIEVES PALACIOS, RODOLFO CASTILLO, ERICA CASTILLO, JAMES



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CATLEDGE, DAPHNE CHASE, ISRAEL CHAVEZ, PAUL CHRISTENSEN, MICHELE CHRISTENSEN, ROBB CLAWSON, CHRISTOPHER CLENDENNING, CHRISTINE CLENDENNING, ANTWON COLE, ANGELA COLE, P. STAVAN COOK, MARK COMSA, JUAN CORREA, AMALIA CORTEZ, ELSY CORTEZ, MELISA CRANER, MARK CRANER, TYLER CRITTENDEN, ARRON CROTTY, ADOLFO CRUZ, PATRICIA CRUZ, ELIZABETH CUDMORE, MARGARET CURRIE, MARYANN CURRIE, MARYANN CURRIE, ERIN DALTON, MARJORIE DAVIS, TIANG DETHVONGSA, BOUNLAY DETHVONGSA, JESUS DEL TORO, LITA LAPPA, GABRIEL DIAZ, GEOFFREY DUGMORE, MICHAEL DURINICK, SUZETTE DURINICK, ELIZABETH DUKE, MARIA JUANA ESCOBEDO, OMAR ESPARZA, RITA RAYGOZA, PAT EYRE, KELEE EYRE, VICTOR FARIAS, SARAH FERDOWS, JUDY FILLMORE, RICK FRANCOM, KAREN FRANCOM, BARBARA FRANKLIN, BRENT FRAME, LINDA FRYE, LUZ GABRIELA VERA, ADAN GALVAN, KRISTI GARCIA, LAMBERTO GARCIA, MALY GARCIA, ROBERTO GARCIA CEJA, PRESILIANO GARCIA, MARGARITA GARCIA, RUBEN GARCIA, JESUS GARCIA RAMOS, CECILIA GONZALEZ, DUANE GENTER, JUDY GENTER, YVES GERVAIS, JAMIE GERVAIS, MIKE GIBSON, JEANNIE GIBSON, ARGELIO GIRON, CUPERTINO GIRON, PEDRO GOMEZ, LUISA GOMEZ, ROBERTO GONZALEZ, CARLOS GONZALEZ, ESMERALDA DIAZ, FERNANDO GONZALEZ, FINY GONZALEZ, MOISES GONZALEZ, MARIA GONZALEZ, SANTOS GONZALEZ, MILES GRANT, ROSEMARIE GRESSET, MARY GRIJALAVA, PEGGY GROO, NELDON GROO, FLORITA GUTIERREZ, GILDARDO AVALOS, MANUELA GUTIERREZ, ADAN GUTIERREZ, MANUELA GUTIERREZ, GEORGE HALL, ROBERT HEISLER, LAWRENCE HENRY, CYNTHIA HENRY, ALEJANDRO HERNANDEZ, YESENIA HERNANDEZ, ARMANDO HERNANDEZ, JOSE HERNANDEZ, KARINA HERNANDEZ, JOSE HERNANDEZ, DORA LAURA ESPINOZA, ROGELIO HERNANDEZ, MIGUEL HERNANDEZ CORTES, MARIA FIERRO HERNANDEZ, MAURICIO HERNANDEZ, ADAM HOPKINS, DAVID HOWARD, ILA



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HOWARD, STEVE HOWARD, SUSAN HOWARD, NORMA HOWARD-MATUCK, GARNET HYDE, CLAUDIA HYDE, ANTONIO IBARRA, CAROLINA IBARRA, CHERYL IRVINE, JAMES IRVINE, JAMES ROBERT IRVINE, JR., MINH THU KIRBY-IRVINE, IGNACIO JACINTO, ELIA JACINTO, CHAD JAVOR, IN YOUNG JEONG, WON JEONG, PETER JEONG, RODOLFO JIMENEZ, DON JONES, EVELYN JONES, LAWRENCE KAPLAN, NANALEE KERSHAW GARDNER, MINH THU KIRBY, JAMES ROBERT IRVINE, JR. ANN KOONTZ, SHARON KRUTT, DONNA KUCK, RICHARD PHILLIPS, SHEILA KUCK, BRYAN LAMB, SUSAN LAMB, YVONNE LANE, DANIEL LANGFORD, SOL LARA, RAUL LARA, ROBERT LIEBERMAN, DAN LITTLEDIKE, MARCINE LITTLEDIKE, ADAM HOPKINS, LOUIS (TONY) LOOPER, JILL LOOPER, ANA LOPEZ, DAVID LOPEZ, ELVIRA LOPEZ, FIDEL LUNA, NORA LUNA, MAYRA MADRIGAL, JANET MAJOULET-FOUST, JADEN FOUST, ALICIA MALDONADO, SHAWN MANCEBO, EUGENE MANCEBO, GERALDINE MANCEBO, RAUL MANCILLA, NORA MANCILLA, ELIZABETH MANRIQUEZ, SERGIO MANRIQUEZ, JOSE MANUEL LEYUA AGUILAR, OZZIE MARTIN, BELINDA MARTIN, ELBA MARTINEZ, GERARDO MARTINEZ, JUDITH MATA, MICHAEL McGIRR, EARL McNEILL, BILLIE SUE McNEILL, CHARLES McVAY, DIANE McVAY, MARCI MITCHELL, WILLIAM MILES, JODE MILES, GLORIA MOORE, MARLA MOORE, PATRICIO MORAN, LORENA MORAN, JEFFREY MORGAN, LEE MOST, UVONNE JONES-MOST, BENJAMIN MUNOZ PEREZ, GENOVEVA CABALLERO LARA, SUSAN MURRAY, BARABAR NAGEL, DALLAS NESSEN, DEEANN NESSEN, KENT NEVILLE, LINDA NEVILLE, PAUL NIELSEN, CORY NILSSON, KIRSTIN NILSSON, YOLANDA NOVOA, CHRISTOBAL OCHOA, VERONICA OCHOA, TOM O'HAGAN, SHEILA O'HAGAN, ALEJANDRO ORTIZ, JAMES OSBORN, ALICIA OSBORN, KATHY OVA, MARIA PADILLA, ANTONIA PALACIO, JESUS PALOMINO, MARICELA PARDO, HERMAN PARDO, RAE PATTON, ELLIS PAZ, CYNTHIA J. PAZ, JOSE PENA, JOSE JESUS PEREZ, RODNEY PERRY, LARAE



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PERRY, GARY PETERSON, SHIRLEEN PETERSON, MILDRED PHILLIPS, NANCY PICKETT, TRUSTEE, SUSAN PINTO, BARBARA PLATZ, RANDY POLATIS, JOYCE POLATIS, JOSEPH PRATER, ALICE PRATER, JOHNNY PRICE, AMELIA QUINONEZ, ADOLFO RAMIREZ, CLEMENTINA RAMIREZ, NORMAN REIDE, DARLENE REIDE, DIANE REID, ALBERTO REYES, ROZALBA MANZO DE REYES, DANIEL REYES, IMELDA REYES, ENRIQUE REYES, JOSEFINA REYES, FRANCISCO REYES, MARTIN REYES, TRINIDAD REYES, RAFAEL REYES, ANGELA REYES, SONIA REYES, ALFREDO MORENO, VINCENTE REYES, FRUCTUOSO RIVERA, LEONOR LOPEZ, LEONILA RIVERA, MARTIN RIVERA, VICTOR RODRIGUEZ, JOVITA RODRIGUEZ, ELIAS ROSAS, JOSE ROSAS NIETO, WARREN ROSEGREN, TONIA ROYSTON, ANGEL OSORIO RUIZ, GRACIELA RUEDA, CONSUELO RUVALCABA, MARTIN & DAISY RUVALCABA, FELIPE SALDANA, ESTHER SALDANA, DAVID SALTER, KATHRYN SALTER, DAVID SANCHEZ, NANCY SANCHEZ, MARTIN SANCHEZ, YOLANDA SANCHEZ, RUBEN SANCHEZ, GREG SAWYER, TERRY SAYRE, RICHARD SCHNEIDER, MAY SHIN LAI, ALLEN SIMPSON, DUSTIN SIMPSON, JARED SKELTON, JENNI SKELTON, ROBERT SKELTON, SUSAN SKELTON, JERRY SMITH, GEORGE SNIDER, MARTHA SNIDER, SHIRLEY SOLA, JORGE SOLORIO NUNEZ, CARLOS SORIA, GLORIA SORIA, ROBERTO SOTO, OLGA SOTO, CLARK STEWART, MYRA STEWART, RYAN STOCKLE, CARLY STOCKLE, CLINT TAYLOR, KIM TAYLOR, NANCY TAYLOR, LARRY TEVES, RUTH TEVES, JOHN THOMSON, NANCY THORNE, BONIFACIO TORRES, ARTURO VALDEZ C., CATHERINE VALDEZ, FRANCISCO VARGAS, ROSA VARGAS, JACQUES VARIN, GEORGE VAUGHN, DAN VAZQUEZ, OSCAR VAZQUEZ, CARMEN VEGA, MIGUEL VEGA, CRIS VERANO, CYNTHIA VERANO, CHRIS VERANO, CYNTHIA VERANO, MARIO VERANO, LUIS VILLANUEVA, DAVID WALTERS, ELIZABETH WALTERS, RICHARD WANN, BOBBIE LI WANN, JAMES WELSCH, TERI WELSCH, ELVA WHITE, ROBERT WILSON, KATHERINE WINTER, CHARLES WINTER, AMY



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WITHINGTON, BRENT WOODWARD, MICHELE WOODWARD, PAUL YEAGER, LAURA RAMIREZ and KAZOKU, LLC to process any or the three measures requested, to wit, a Temporary or Preventive Injunction, or Registry of a Court-ordered Lien on the securities, properties or real properties owned by the corporations EMI RESORTS, INC., EMI SUN VILLAGE, INC., HSV HOTELES DE OPERADORA, S.A., EMI RESORTS MANAGEMENT, S.A., EMI RESORTS MANAGEMENT (SVG), INC., EMI COFRESI DEVELOPMENTS, INC., KAHEBRAM, S.A., EMI MANAGEMENT INC., INVERSIONES AVIATI, S.A., SUN VILLAGE JUAN DOLIO, INC., PROMOTORA XARA, S.A., ELLIOTT MICHE S HOLDINGS, INC., INVERSIONES YUBASO, S.A., DOMINICAN CONSTRUCTION SERVICES (DCS), S.A. ELLIOTT REGENT HOLDING, INC., ELLIOTT TOSCANA HOLDINGS, INC., LANDMARK LENDING CORPORATION, CUMBERLAND HOLDINGS, INC., BERTUS MANAGEMENT, INC., ORANGEVILLE RESERVATIONS SERVICES, INC., CCW DOMINICANA S.A., MPS LTD., S.A. COFRESCO HOLDINGS, INC., COFRESI DEVELOPMENTS, INC., INMOBILIARIA MONCEY, S.A. CELLWAVE NETWORKS, LTD., DE MARCHENA KALUCHE & ASOCIADOS, INMOBILIARIA LIRIOS DEL TROPICO, S.A. INMOBILIARIA CANADAIGUA, S.A., HSV HOLDINGS, S.A., DESARROLLO MIRADOR COFRESI, S.A. TENEDORA HSV (BP), S.A., VILLA SANTA PONCA, S.A. WWIN INTERNATIONAL LTD., NET WEALTH NAVIGATORS, LLC., MELLESINO C. POR A., TENEDORA WESSEX DOMINICANA, S.A., SUN VILLAGE CONSTRUCCIONES, S.A., SUN VILLAGE JH HOLDING, INC., 1211766 ALBERTA LTD., TRIPALMS REAL ESTATE, INC., OCEAN PALMS REAL ESTATE (SVG), INC., and Messrs. ENRIQUE DE MARCHENA, VICTOR CABRAL, FREDERICK C. ELLIOTT, DEREK ELLIOTT, MICHAEL LAWTER, TIPPY TAN LAWTER for an amount that, in principle, these may owe them, for a total of THIRTY-FOUR MILLION UNITED STATES DOLLARS AND 00/100



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(US\$34,000,000.00) for the reasons set forth in this decision.

SECOND: TO SET NINETY (90) days, as the period wherein the applicants must file an action on the merits of their claims, if there is a preventive injunction or registry of a temporary court-ordered lien, as of the date this order is issued.

THIRD: IT IS ORDERED that this decision shall be enforceable, notwithstanding any appeal that may be filed thereon.

I BY VIRTUE OF THIS OUR ORDER

Ordered, adjudged and signed (Signed: **KATIA GOMEZ GERMAN**, Judge, **MARTINA DE LOS SANTOS**, CLERK. The foregoing order has been given and was signed by the Judge of this Court on the same day, month and year stated above, which has been read and published by the certifying Clerk.

I HEREBY CERTIFY: That the foregoing order is true and accurate, and concurs with the original; a copy that I issue, sign and seal at the request of the interested party. Today, May first (1), 2009.

/s/ *Martina de los Santos*
MARTINA DE LOS SANTOS
CLERK

KGG/MDLS/MET

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