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PERMANENT COURT OF ARBITRATION  
THE HAGUE, KINGDOM OF THE NETHERLANDS

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JEAN N. OTT, CRYSTAL L. SCHULTZ, ) Case No. \_\_\_\_\_  
JOHN E. DOEL, JERRY D. BURLING, )  
 )  
Claimants, )  
 )  
v., ) DEMAND FOR  
 ) ADMINISTRATIVE  
JUNGLE VENTURES, LIMITED, DBA ) ACCOUNTING AND  
SOLIDINVESTMENT.COM, SAM COLINS, ) FIDUCIARY  
SCHRODERS ASSET MANAGEMENT, PERMIRA ) RESPONSIBILITY  
 )  
HOLDINGS, JUERGEN-PETER GRAF, HSBC, )  
THOMAS AUMUELLER, BARCLAYS, RBS, )  
LLOYDS, DEXIA, FRASER A.R. RICHARDS, )  
SIMON J. CHURCH, ROMAN POSECK, )  
HANDELSBANKEN, and the FEDERAL )  
REPUBLIC OF GERMANY, )  
 )  
Respondents. )  
\_\_\_\_\_ )

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1 STATEMENT OF CLAIM

2  
3 **CLAIMANTS**

4  
5 All Claimants are Jungle Ventures, Ltd. dba  
6 SolidInvestment.com (hereafter referred to as "website")  
7 investors. Jean N. Ott, Germany, Crystal L. Schultz, United  
8 States of America, John E. Doel, Australia, and Jerry D.  
9 Burling, United States of America.

10  
11 **RESPONDENTS**

12  
13 All respondents were or currently are responsible for  
14 control, management, and/or oversight, of the website funds,  
15 database or both. Jungles Ventures, Ltd. dba  
16 SolidInvestment.com, Belize, Sam Colins, United Kingdom, Permira  
17 Holdings, Ltd., Geurnsey, Schrodgers Asset Management, United  
18 Kingdom, HSBC Group, United Kingdom, Barclays PLC, United  
19 Kingdom, Royal Bank of Scotland Group plc (RBS), Scotland,  
20 Lloyds Bank, United Kingdom, Dexia SA, Belgium, HandelsBanken,  
21 Austria, Fraser A.R. Richards, United Kingdom, Simon J. Church  
22 aka Simon Richards, United Kingdom, Juergen-Peter Graf, Germany,  
23 Thomas Aumueller, Germany, Roman Poseck, Germany, the Federal  
24 Republic of Germany.

25 /  
26 / /  
27 / / /

1 **BACKGROUND**

2  
3 It is believed that the parent entities of the website were  
4 formed by a private group of individuals on or about 1998 for  
5 the purpose of benefiting its owners through the generation of  
6 profits and capital gains. On, or about, 2004, it was decided to  
7 open the company to outside smaller investors by erecting an  
8 Internet site called SolidInvestment.com.

9 A new company was formed. To facilitate a quick start up, a  
10 shell corporation was purchased called Jungle Ventures, Ltd.  
11 Castillo Estates # B15, 13 Miles Northern Highway, Belize City,  
12 Belize. Soon thereafter, the new company began accepting  
13 investments via wire transfers and e-currency from the  
14 international public through this website. **(Exhibit 1)**

15 Through successful investment strategies the company was  
16 profitable. All investors were paid according to the contract  
17 agreed upon when opening and funding each investment account. In  
18 April 2006, the company made the announcement to all website  
19 investors that instead of paying completed contracts  
20 immediately, as was the contracted agreement, it would pay all  
21 contracts completed during April, May and June on the first  
22 business day in July.

23 Notices of completed contracts were sent out on July 3,  
24 2006. Investors were then required to login to their accounts  
25 and request their preferred form of payment. During the first  
26 few days of July, the website functioned normally and as  
27 contracted.

1           However, as the week went on, and as an unusually large  
2 number of investors attempted to request payment, the website  
3 crashed due to a condition called Distributed Denial of Service  
4 (DDoS), (this event occurs when the servers housing the site are  
5 not large enough to handle the traffic).

6           The website officers attempted to bring the site back  
7 online, but to no avail. By the end of the week, the site was  
8 gone, and never came on-line again. Attempts were made by Solid  
9 Investment, Inc. management to communicate with the investors  
10 through several quickly established forums promising processing  
11 would commence. A few investor accounts were reported as paid,  
12 but all others were left unpaid and in violation of the terms of  
13 the contract.

14           In late 2006, a criminal action was filed in Germany by  
15 Brad Haskins against the website officials including Sam Colins,  
16 Schroders Asset Management, Permira Holdings, and several of its  
17 subsidiaries, on behalf of several website accounts. A  
18 settlement agreement, in lieu of criminal charges, was reached,  
19 presided over by Dr. Juegen-Peter Graf, Criminal Panel 1, German  
20 Federal Court. Per the terms of the settlement agreement, a  
21 subsidiary of Schroders Asset Management retained fiduciary  
22 duties of the payment process. HSBC was appointed paymaster and  
23 judicial oversight was appointed to Dr. Thomas Aumueller,  
24 President, Frankfurt am Main, German Court of Appeals. The  
25 fiduciary trustees were required to hold a minimum of 10% of the  
26 total investor distribution in the designated escrow accounts at  
27 all times. In violation of any and all rules of fiduciary duty,

1 **NO DOCUMENTS RELATED TO THIS TRANSACTION WERE EVERY GIVEN TO ANY**  
2 **BENEFICIARY!**

3 In defiance of the settlement agreement and several court  
4 orders, HSBC refused to commence payments.

5 In February 2008, Barclays was appointed paymaster, and  
6 contracted with RBS and Lloyds Bank to assist in processing  
7 transactions. Soon thereafter, payments resumed to investors.

8 Per the terms of the agreement, the accounts were to be  
9 paid oldest accounts first, completion within 90 days. As can be  
10 seen in **Exhibit 2**, payments took an interesting route,  
11 conveniently avoiding accounts assumed to have no financial or  
12 legal resources to pursue noncompliance.

13 Numerous demands for documentation were made to the  
14 fiduciary trustees. All requests were either ignored or  
15 rebuffed.

16 By late 2010, approximately \$20 Trillion had been  
17 distributed via Barclays, RBS and Lloyds, and yet, less than 500  
18 of the over 35,000 website accounts had been paid.

19 Also in 2010, Mr. Jean N. Ott was charged in the **Weimar**  
20 **Amtsgericht, case #121 Js 16976/09** with crimes directly related  
21 to his website accounts. Without the documents proving a  
22 settlement agreement was in place, he was unable to mount a  
23 defense. In essence, one German court, that was duty bound to  
24 ensure all beneficiaries had proper notice, was allowing the  
25 fiduciary trustees to defy their administrative duties while  
26 allowing another German court to convict an innocent man.

1 In 2011, Lord Alan Rodger, UK Supreme Court, issued several  
2 court orders on behalf of three website investors; Simon J.  
3 Church, Crystal L. Schultz and John E. Doel, compelling payment.

4 At the same time, fiduciary control and paymaster duties  
5 were consolidated under Dexia SA, Brussels. Payments were  
6 started and after the sudden death of Lord Rodger, were abruptly  
7 halted. Again, demands for copies of the documents were either  
8 ignored or rebuffed. The primary plaintiffs again received  
9 neither copies of the court documents or payment.

10 As part of this series of court orders, a computer  
11 monitoring station was installed in the antechamber of the  
12 office of the President of the Frankfurt am Main, German Court  
13 of Appeals.

14 In November 2011, an additional 42 website accounts,  
15 including one owned by James S. Freeman, were paid after  
16 additional legal action was directly threatened against certain  
17 principle Schroder Asset Management and Permira Holdings  
18 executives and investors.

19 In early 2012, fiduciary control was assigned to the  
20 Honorable Fraser A. R. Richards, John D. Walden and Simon J.  
21 Church respectively under these names and/or legal aliases. The  
22 escrow accounts were transferred to HandelsBanken, Austria.  
23 German oversight was transferred to Dr. Roman Poseck. No  
24 payments commenced.

25 In the fall of 2014, Mr. Church using a legal alias we  
26 believe to be Simon Richards, was summoned to Germany at the  
27 request of Dr. Poseck. He remains there as of the date of this

1 filing, staying at the courtesy of the Federal Republic of  
2 Germany. As no payments have commenced and no contact has been  
3 made with any beneficiaries, the reason for this move is  
4 unknown.

5       Though dozens of demands have been made, no payments or  
6 documentation has been made available to any beneficiary from  
7 either the current fiduciary trustees, overseers or paymasters.  
8 Approximately 35,000 investment accounts remain unpaid to this  
9 day, hence this action. **(Exhibit 3, 4, and 5)**

10  
11                   **FIDUCIARIES, ADMINISTRATORS, PAYMASTERS, AND OVERSEERS**

12  
13       The following have either been, or now are, fiduciaries,  
14 administrators, paymasters, or overseers in the handling of  
15 funds from Jungle Ventures, Ltd. dba SolidInvestment.com.

16       Sam Colins, Royal Bank of Scotland Group plc(RBS), HBOS  
17 (now a part of Lloyds Bank), HSBC Group, Barclays PLC, Lloyds  
18 Bank Plc, HandelsBanken Austria, Schroder Asset Management,  
19 Dexia SA, Permira Holdings LTD., Fraser A. R. Richards, John D.  
20 Walden, Simon J. Church, Juergen-Peter Graf, Thomas Aumueller,  
21 Roman Poseck, and the Federal Republic of Germany. **(Exhibit 6)**

22  
23                   **COURT VIRTUAL JURISDICTION**

24  
25       In earlier times, business was conducted by traditional  
26 methods, i.e., paper agreements and contracts. In today's world,  
27 more and more commercial activity takes place via electronic

1 means. Instead of going to a mall to purchase a book or a shirt,  
2 transactions are completed through the Internet. The same  
3 conditions now exist with financial investments.

4 As more and more transactions take place electronically,  
5 the necessity of establishing, maintaining, and enforcing  
6 agreement and contractual obligations takes on greater  
7 importance. Therefore, it is imperative that courts understand  
8 their role in the virtual world.

9 In one of the first cases to address court jurisdiction in  
10 the Internet age, the United States Sixth Circuit Court of  
11 Appeals ruled that a defendant had sufficient contacts with the  
12 forum state when he purposefully availed himself of the  
13 privilege of doing business in the state by marketing his  
14 product through an Internet service provider. **CompuServe, Inc.**  
15 **v. Richard S. Patterson, 89 F3d 1257; 1996 US App LEXIS 17837**  
16 **(6th Cir. 1996)**. The record reflected that the defendant, a  
17 resident of Texas, entered into a contract with CompuServe which  
18 was headquartered in Ohio. Patterson had never been to Ohio and  
19 his company had no offices in the State of Ohio. He claimed that  
20 he was not subject to jurisdiction in the State of Ohio and thus  
21 was not required to defend against CompuServe's declaratory  
22 judgment suit.

23 The record also reflected that the defendant had advertised  
24 his computer software through CompuServe and when he did so, he  
25 agreed to certain terms and conditions that were posted on the  
26 CompuServe website. These terms and conditions stated that the  
27 "service agreement" was entered into in Ohio and the agreement



1 was to be "governed by and construed in accordance with Ohio  
2 law." Patterson never signed any written contract but instead,  
3 noted his assent to these terms electronically by clicking on a  
4 box entitled "Agree" at the same time he transmitted his  
5 software to CompuServe over the Internet.

6 The court found that, while Patterson had minimal contacts  
7 with the State of Ohio, he had knowingly made an effort to  
8 market his product in other states through Ohio-based CompuServe  
9 and thus, from the court's perspective, it was foreseeable for  
10 the defendant to anticipate being hauled into the State of Ohio  
11 to respond to claims regarding its product. The court's decision  
12 in CompuServe is also instructive because it establishes that an  
13 electronic assent to terms and conditions that may be posted on  
14 a website is a factor used to determine whether a defendant has  
15 voluntarily agreed to jurisdiction within the forum state.

16 The court's opinion in *CompuServe* is predictive of what  
17 courts would look at in future cases in assessing what amount of  
18 commerce over the Internet is sufficient for the assertion of  
19 jurisdiction. The District Court felt that a standard consumer  
20 "seated at his computer terminal" might not necessarily expose  
21 himself to jurisdiction in every state wherein a website he  
22 visits is operated. Thus, not only the amount of commerce but  
23 also the type of commerce or contact the defendant has is  
24 pertinent to the inquiry.

25 Since the Permanent Court of Arbitration is International  
26 in nature, it therefore has virtual jurisdiction over all world  
27

1 individuals, companies, corporations, countries, states, and  
2 entities.

3 As a result of entering into a virtual contract with  
4 SolidInvestment.com, under present world law and practices, all  
5 investors have a firm, enforceable business relationship between  
6 themselves and this Internet entity. Because of the present  
7 existence and acceptance of electronic worldwide virtual  
8 agreements and contracts, this court has international  
9 jurisdiction.

10  
11 **STANDING**  
12

13 All Claimants have personal and subject matter standing  
14 with Schroder Asset Management, Permira Holdings LTD., Jungle  
15 Ventures Ltd., dba, SolidInvestment.com by virtue of their  
16 investment history with this company, since they all possess  
17 user names, passwords, and a cash balance on the company's books  
18 to verify that they occupy these positions. This standing can be  
19 verified by the computer database currently in the possession of  
20 Dr. Roman Poseck, and Simon J. Church.

21 All Claimants have personal and subject matter standing  
22 with this court, since Germany, Australia, and the United States  
23 of America, Claimants' current home countries of residence, are  
24 signatories to The Hague Convention and since they have  
25 correctly, and successfully, filed a pleading in accordance with  
26 the rules of this court.  
27

1 **STATEMENT OF FACT**

2  
3 It is well established that Jungle Ventures, Ltd. via its  
4 website SolidInvestment.com, had a history of honest and  
5 successful company operations prior to the Internet site crash.  
6 Thousands of investment contracts completed and were paid  
7 according to stated terms.

8 It is also well established that a criminal action was  
9 filed against Schroder Asset Management, Permira Holdings, LTD.,  
10 Jungle Ventures, Ltd. dba SolidInvestment.com and its owners and  
11 subsidiaries, in the Federal Republic of Germany when certain  
12 investors believed that they had been swindled out of their  
13 investments and that a settlement agreement, in lieu of criminal  
14 charges, presided over by Dr. Juegen-Peter Graf, Criminal  
15 Panel 1, German Federal Court, was reached.

16 Later, the website funds were combined with several other  
17 Schroder Asset Management subsidiary investment entity accounts.  
18 Schroders, as fiduciary trustee, was then ordered by Dr.  
19 Aumueller, Frankfurt am Main, German Court of Appeals to  
20 commence payment of the deposited escrow funds to the  
21 appropriate beneficiaries per the terms of a settlement  
22 agreement, and to retain a minimum of 10% of the total in escrow  
23 at all times.

24 By the end of 2011, over \$20 Trillion was distributed  
25 **(Exhibit 2)** from the escrow accounts to all other subsidiary  
26 beneficiaries and selectively designated website investors. As  
27 of this filing, approximately 35,000 accounts remain unpaid.

1 Both the current German overseer Dr. Roman Poseck, and current  
2 fiduciary trustee, Simon J. Church, can verify this information.

3 During the time interval between the 2007 German court  
4 action and the present date, numerous website investors have  
5 continued to plead, and/or demand, an honest, up front  
6 accounting of their funds, including interest and profits earned  
7 since 2006. This includes filing a demand for accounting under  
8 file **#B25YM245, Magistrates Court of Croydon, Surrey UK** against  
9 Fraser A.R. Richards and Simon J. Church. All efforts continue  
10 to fall on deaf ears.

11 In one of the last of hundreds of personal communications  
12 between Crystal L. Schultz and Simon J. Church (**Exhibit 7**), Mr.  
13 Church confirmed he was the current fiduciary trustee and five  
14 escrow accounts were being held in HandelsBanken, Austria, for  
15 the benefit of the remaining website investors.

16 As has been well established, monies have been paid out to  
17 some website investors, but not to others. (**Exhibit 8**)  
18 Therefore, it is hard to not conclude that some form of  
19 favoritism and discrimination dictated the payment process.

20 In addition to the information shown in **Exhibit 2** that was  
21 obtained from several sources including paymaster wire  
22 departments and payment recipients, funds were paid from  
23 SolidInvestment.com owned E-gold e-currency accounts per a civil  
24 complaint that was filed in Allegheny County, State of  
25 Pennsylvania, USA by Michael Dougal against E-Gold, LTD., a  
26 Nevis Corporation, Alex Polyakov (also known as Sam Colins), and  
27 SolidInvestment.com. The charges were fraud, conversion, and

1 breach of contract. The defendants did not appear and Dougal  
2 received a summary judgment in his favor.

3 The funds generated by this action, and paid to investors  
4 by the court, were those of the defendants resting in accounts  
5 at E-Gold, Ltd.

6 By recovering for the Claimants, this conclusively proves  
7 that the website was an actual, operating entity with the  
8 ability to pay funds to its investors and that, if necessary,  
9 this could be accomplished through various legal actions. This  
10 also established a case precedent that could be cited in later  
11 actions (***Allegheny County Pennsylvania, USA, Civil Division,***  
12 ***Case No. GD 06-013722***).

13  
14 **THE FEDERAL REPUBLIC OF GERMANY**

15  
16 Any criminal out-of-court settlement involves certain  
17 concessions in order to absolve the accused of criminal  
18 liability. By accepting jurisdiction over the 2006 criminal  
19 action against Schrodgers Asset Management, Permira Holdings  
20 LTD., Jungle Ventures, Ltd. dba SolidInvestment.com and the  
21 other defendants, the German court assumed the role of overseer  
22 in the matter, and it is believed that the out-of-court  
23 settlement involved the requirement for funds to be transferred  
24 into escrow accounts for distribution to investors of numerous  
25 investment vehicles including SolidInvestment.com.

26 Black's Law Dictionary, Fifth Edition, describes an  
27 overseer as "...a public official whose duties involve general

1 superintendence of routine affairs..." This definition places  
2 the court squarely in the position of administrator, manager,  
3 superintendent, and overseer to the settlement.

4 As a result, the Federal Republic of Germany, and its  
5 judiciary, assumed the responsibility of administering the  
6 allotment of funds to all website investors until all  
7 beneficiaries were paid.

8 However, towards the end of 2011, there were thousands of  
9 investors who had not yet received their funds when payouts  
10 ceased. This condition continues to the present day.

11 Sometime in 2014, the current designated fiduciary trustee,  
12 Simon J. Church, claimed his life was in danger from individuals  
13 who desired that no further fund distributions should take  
14 place.

15 In the latter part of 2014, it is believed that the current  
16 overseer, Frankfurt am Main, Court of Appeals Judge, Dr. Roman  
17 Poseck, requested Mr. Church come to Germany and voluntarily  
18 place himself in protective custody. Church obliged, and almost  
19 a year later remains as a guest of the Federal Republic of  
20 Germany.

#### 21 Wrongful Prosecution and Conviction

22 The wrongful prosecution and conviction of Mr. Jean N. Ott  
23 was based on the presumption by German prosecutors that the  
24 funds from the website had disappeared and were not available  
25 for distribution to investors. Evidence clearly establishes that  
26 payouts were being made even during the time of his prosecution.  
27

1 In regards to Mr. Ott, the court documents from the 2007  
2 criminal prosecution and settlement agreement would have been  
3 available to both Mr. Ott's defense counsel and German  
4 prosecutors if the fiduciary trustees had been compelled to  
5 provide the appropriate documentation to all beneficiaries. But  
6 during his criminal hearings and subsequent conviction, they  
7 were somehow missed, overlooked, dismissed, or rebuffed.

#### 8 9 Inferior Record Keeping

10 It is now believed that these same records have  
11 disappeared, been misplaced, been removed from court databases,  
12 been placed in some fabled artificial jurisdiction, or been  
13 sealed by judicial error and are not available to the Claimants  
14 in this action. This amounts to sloppy, inefficient, and  
15 inferior record keeping on the part of German prosecutors, the  
16 German judiciary, and The Federal Republic of Germany in  
17 general.

#### 18 Miscarriage of Justice

19 By not conducting a thorough search of the records by  
20 German prosecutors to prevent Mr. Ott from being charged in a  
21 criminal action, by allowing numerous fiduciary trustees to  
22 withhold records, by not protecting these same records so  
23 Claimants would now have access to them to strengthen their  
24 case, and by failing as overseer to commence website fund  
25 distribution, these events represent social injustice,  
26 malfeasance, misfeasance, and an ongoing motive by the Federal  
27 Republic of Germany to miscarry justice, to play loose with the

1 rules, and to damage the rights, health, and well-being of the  
2 Claimants.

3  
4 **UNANSWERED QUESTIONS**

5  
6 1. Does the Federal Republic of Germany have the legal duty to  
7 assist in the enforcement of the orders of its judiciary?

8 2. As overseer, does the Federal Republic of Germany have the  
9 fiduciary duty to ensure that all website funds are fairly and  
10 accurately distributed to investors and, if this does not happen  
11 in the interest of justice, does it also have the additional  
12 fiduciary duty to force it to happen?

13 3. If website funds are not fairly and accurately distributed  
14 to its investors, has the Federal Republic of Germany failed in  
15 its fiduciary duties as overseer?

16 4. Was Simon J. Church, aka Simon Richards, asked to come to  
17 Germany for his safety or to place him in a position where he  
18 could not function as fiduciary trustee?

19 5. Is Mr. Church now being prevented from leaving Germany and  
20 has his protective custody status been converted into an  
21 abduction?

22 6. Has Mr. Church been cut off from all outside communication  
23 and is now not available for investors to contact him?

24 7. On August 18, 2015, did Dr. Roman Poseck's office inform  
25 Mrs. Stefanie Schrebek of the British Consulate in Germany that  
26 he did not know of the whereabouts of Simon J. Church?



1 8. Has Dr. Roman Poseck made the effort to arrange a meeting  
2 between Claimant Crystal Schultz's attorney and the attorney for  
3 Simon J. Church for the purpose of resuming fund distributions?

4 9. Are there other German government officials who are aware  
5 of these events and have they performed any actions to correct  
6 them?

7 10. As current overseer, why, in the last three years, has Dr.  
8 Poseck not compelled the payment process to recommence?

9 11. Why, against all the laws of the Federal Republic of  
10 Germany, are the original 2006 criminal court documents not  
11 available in any court tracking system, with no explanation as  
12 to who was responsible for their disappearance?

13 12. Would the disappearance of these court documents aid others  
14 in the unfair use of the website investor funds?

15 14. Could there possibly be any officers in the Federal  
16 Republic of Germany government aiding, assisting, or profiting  
17 in the unfair use of these funds?

18 The first, and prime, concern of any civilized judiciary is  
19 the administration of justice. As far as jurisprudence is  
20 concerned, Black's Law Dictionary, Fifth Edition, describes  
21 justice as "...the constant, and perpetual, disposition of legal  
22 matters or disputes to render every man or woman their due..."

23 If their money has not been distributed to them by the  
24 fiduciary trustees for over nine years, have the Claimants in  
25 this action been rendered their due by the jurisprudence  
26 principles of the Federal Republic of Germany? Claimants in this  
27 action say they have not.

1 By not being watchful, aggressive, and forceful in its role  
2 as overseer, Claimants believe the Federal Republic of Germany  
3 has utterly and completely failed in its fiduciary duty towards  
4 them.

5 The main reason for filing this arbitration action is to  
6 gain access to an accurate accounting of any and all fiduciary,  
7 financial, administrative, and overseer actions.

8  
9 **SUMMARY**

10  
11 According to the transaction spread sheet (**Exhibit 2**),  
12 payments to investors ceased in the latter part of 2011.  
13 Claimants can find no payment activity following this time  
14 period, nor can they discover why, with 35,000 accounts  
15 remaining, payments ceased.

16 However, all through the nine years of this long payout  
17 process, Claimants have consistently, and steadfastly, continued  
18 to demand documents that should have rightfully been made  
19 available and an accurate accounting from the fiduciary trustees  
20 of all financial activities including interest and profits  
21 earned and expenses incurred since July 3, 2006 for the sole  
22 benefit of the rightful owners of the funds. The most recent  
23 requests in August, 2015 (**Exhibit 5**). Their efforts have been  
24 met with a stony silence.

25 The Claimants are not in this venue seeking money or any  
26 other type of remuneration at this time. The request is only for  
27 all records necessary to establish an accurate accounting of the

1 funds already distributed, and the correct amounts remaining to  
2 be distributed to the rightful beneficiaries. The Claimants also  
3 request that the current fiduciary trustees and overseers  
4 immediately perform their duties.

5       There is an old saying in legal circles which states  
6 "justice delayed is justice denied." After nine years this is  
7 certainly the case in this matter.

8       Claimants have displayed extraordinary patience and  
9 restraint in the history of this long, drawn out, sordid, ugly  
10 affair by attempting to exhaust all administrative remedies  
11 prior to resorting to the courts. However, due to the  
12 recalcitrance and silence of the Respondents, all of their  
13 efforts have been for naught.

14       Named fiduciary Respondents have had over nine years to  
15 fulfill their agreed upon, mandated investor administrative  
16 duties as trustees for the beneficiaries and have utterly and  
17 completely failed to do so. Hence the filing of this action.

18       Claimants have displayed (1) reliable subject matter and  
19 personal standing in regards to their relationship with Schroder  
20 Asset Management, Permira Holdings LTD., Jungle Ventures, Ltd.  
21 dba SolidInvestment.com, Federal Republic of Germany and with  
22 this honorable court, (2) that other website investors have  
23 received their funds while the Claimants have not, (3) that they  
24 have been injured as a result of the lack of accounting  
25 procedures and communication on the part of the fiduciary  
26 trustees charged with administering their property, (4) that  
27 they are not unreasonable in their demands for a fair and

1 impartial accounting, and (5) that they are not unreasonable in  
2 their demands for honest and forthright fiduciary activities to  
3 be performed by the current trustees on behalf of all 35,000  
4 remaining beneficiaries.

5 For over nine years and after many attempts to right the  
6 wrongs stated herein, Claimants have patiently endured continual  
7 relentless apathy, indifference, and on-going abuse from these  
8 named Respondents, who firmly believe that fiduciary honesty and  
9 accountability mean nothing, and that other people's property  
10 belongs to them. It is now time for fairness and justice to  
11 prevail.

12 In all instances, Claimants have offered best evidence and  
13 now plead with this honorable court for relief.

14  
15 **PRAYER FOR RELIEF**  
16

17 No funds are being sought at this time since no internal or  
18 external audit has taken place and exact monetary amounts are  
19 not known.

20 Therefore, the Claimants demand the following items from  
21 Respondents.

22 1. Copies of any and all documents relating to the distribution  
23 of the website funds, and copies of any and all documents  
24 associated with the administration of the website funds.

25 2. Copies of any and all documents relating to the distribution  
26 of funds to any and all other associated entities, investors, or  
27 persons.

- 1 3. Copies of any court actions regarding the website,  
2 and\or other associated entities, investors, or persons in any  
3 court or jurisdiction in Germany or in any other country.
- 4 4. Information regarding any banks, investment firms, or any  
5 other entity involved with, assisting, or administering funds  
6 from the website or regarding any funds derived from it.
- 7 5. Copies of any sealed documents pertaining to the website or  
8 the Claimants, from Germany or any other country or  
9 jurisdiction.
- 10 6. Copies and/or the location of any and all documents  
11 pertaining to the website or the Claimants.
- 12 7. Copies of any and all documentation relating to  
13 communications with Mr. Simon J. Church aka Simon Richards or  
14 other legal alias and/or any other past or present fiduciary  
15 trustees.
- 16 8. Copies of any and all investor rolls and/or databases, either  
17 on hard drive, paper or any other electronic means pertaining to  
18 the website, Claimants, associated entities, investors and  
19 persons.
- 20 9. A listing of any and all computer equipment, or wiring,  
21 including serial numbers and contact information on installation  
22 of said equipment and the identification of any and all  
23 computer, financial, or administrative support personnel related  
24 to website, associated entities, investors or persons.
- 25 10. Copies of, or any knowledge of, an "Agreement to Facilitate  
26 Payments" or any similar named document, executed by Dr.  
27 Wolfgang Schaeuble and Fraser A.R. Richards in 2012, classified

1 as an ancillary agreement to the present, and existing, European  
2 Union Stabilization Agreement for the Federal Republic of  
3 Germany.

4 11. Any copies, and/or, the knowledge of the location of any and  
5 all documents related to the website or associated entitles,  
6 investors or persons, or pertaining to funds there from, in the  
7 possession of, Dr. Roman Poseck, Dr. Thomas Aumueller, and Dr.  
8 Juegen-Peter Graf, German nationals.

9 12. The identification of any court or other jurisdictional  
10 actions in Germany or in any other country pertaining to the  
11 website, associated entities, investors or persons or funds  
12 there from.

13 13. Information on any judicial hearings involving the website  
14 or associated entities, investors or persons and\or funds there  
15 from, in Germany or in any other country.

16 14. The names of any past or present courts or jurisdictions  
17 that were or are, involved with the website, associated  
18 entities, investors, persons or funds there from, whether in  
19 Germany or any other country, including all contractual  
20 information.

21 15. The names of any past, or present German judge, or judges,  
22 involved in the administration of the website funds.

23 16. Claimants demand access to any and all areas pertaining to  
24 the website, associated entities, investors, persons or to the  
25 funds derived there from, for the purpose of allowing their own  
26 accounting personnel to inspect and tabulate records. If the  
27 Respondents refuse, that this court order them to do so.

1 17. Any further relief that the court may deem fitting and  
2 proper.

3       Claimant parties agree to submit the following dispute to  
4 final and binding arbitration in accordance with the Permanent  
5 Court of Arbitration Optional Rules for Arbitration Involving  
6 International Organizations and States, as in effect on the date  
7 of this agreement.

8       The number of arbitrators shall be three. The language to  
9 be used in the arbitral proceedings shall be English. The  
10 appointing authority shall be the Secretary-General of the  
11 Permanent Court of Arbitration. The place of arbitration shall  
12 be The Hague, Kingdom Of The Netherlands.

13       Whenever possible, the Claimants have made every effort to  
14 conduct proper service of process on Respondents with those  
15 persons, departments, or entities that are authorized to do so.  
16 However, when this was not possible, Claimants served  
17 Respondents at their principle place of business or at their  
18 personal residences.

19       To the best of their knowledge, all information and facts  
20 contained in this pleading are believed to be true and correct  
21 by Claimants.

22  
23 Date: September 29, 2015  
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Crystal L. Schultz  
Attorney in Pro Se and Claimant Representative

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Jerry D. Burling  
Claimant

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John E. Doel  
Claimant

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Jean N. Ott  
Claimant