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PERMANENT COURT OF ARBITRATION
THE HAGUE, KINGDOM OF THE NETHERLANDS

JEAN N. OTT, CRYSTAL L. SCHULTZ,)
JOHN E. DOEL, and JERRY D. BURLING,)
Claimants,)
v.,)
JUNGLE VENTURES, LIMITED, DBA)
SOLIDINVESTMENT.COM, SAM COLINS,)
SCHODERS ASSET MANAGEMENT, PERMIRA)
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.)

DEMAND FOR
ADMINISTRATIVE
ACCOUNTING AND
FIDUCIARY
RESPONSIBILITY

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1 **REQUEST FOR ENTRY OF AWARD**

2

3 **HISTORY**

4 The Permanent Court of Arbitration (PCA) is an
5 international organization based in The Hague, Kingdom of the
6 Netherlands. It is a permanent authority to assist in resolving
7 disputes between countries, states, public and private entities,
8 and individuals. Past and current cases span a wide range of
9 legal issues, including territorial, maritime, sovereignty,
10 human rights, investment, and regional trade. In the over 100
11 years the Court has governed, its rulings have helped to shape
12 the world we live in today.

13 Because this venue was established for the specific purpose
14 of resolving potentially defining international disputes, it is
15 perfectly suited to address and resolve the issues set forth
16 herein.

17 On September 29, 2015 the named Claimants, supra, filed a
18 pleading entitled "DEMAND FOR ADMINISTRATIVE ACCOUNTING AND
19 FIDUCIARY RESPONSIBILITY" with this Court. Claimants clearly
20 stated wrongs that have been, and continue to be perpetrated by
21 Respondents. Claimants now enter this Court to seek redress and
22 a final resolution.

23 **DUE SERVICE OF PROCESS**

24 As of December 11, 2015, due process of service was
25 completed and satisfied on Respondents by sworn affidavit of
26 Crystal L. Schultz. The required "Notice of Arbitration" was
27 served per the rules of Article 3 of the Permanent Court of

1 Arbitration and The Hague Service Convention on each of the 16
2 Respondents in both English and the official language of their
3 respective countries. Of the forty nine notices sent, none were
4 returned undelivered.

5 In addition to normally recognized and approved channels,
6 Claimants made every effort to observe and protect the rights of
7 Respondents by sending the "Notice of Arbitration" to multiple
8 entry points in each Respondent's organization to ensure that
9 proper notice requirements were met.

10 In all instances, Respondents have failed to appropriately
11 respond to either the Claimants or the Court. Therefore,
12 Claimants have no recourse but to deduce that all Respondents
13 have chosen to default on their responsibilities and abrogate
14 their rights.

15 **GOOD FAITH**

16 Every attempt has been made on the part of the Claimants to
17 resolve this matter with consideration and discretion over an
18 extended period of time. The lack of action and responsibility,
19 by any of the 16 Respondents, demonstrates a gross dereliction
20 of duty, an insult to the Court, an affront to the Claimants, a
21 gross abuse of the system, and a positive admission that the
22 Claimants allegations are true and factual.

23 Therefore, to achieve fairness and justice, the issuance of
24 a default award in the present action is fitting and proper.

25 Claimants now plead for relief.
26
27

1 **APPOINTMENT OF ARBITRATORS**

2 Per Articles 6-8 of the Permanent Court of Arbitration,
3 Arbitration Rules 2012, the parties are allowed to select the
4 appointing authority permitted to select the three arbitrators
5 requested. As all Respondents have defaulted, Claimants select
6 themselves as authority and request the following arbitrators be
7 appointed.

8 **Dr. ATTILA TANZI, Ph.D., ITALY** is Chair of International
9 Law at the University of Bologna and Visiting Professor at the
10 Queen Mary University of London (2014-2016). Counsel or
11 arbitrator in various inter-state investment arbitrations, he is
12 currently a Member of the Permanent Court of Arbitration and a
13 Conciliator at the OSCE Court of Conciliation and Arbitration.
14 Chairman of the Legal Board of the UNECE 1992 Convention on
15 Protection and Use of Transboundary Watercourses and
16 International Lakes (2004-2012); Chairman of the Implementation
17 Committee of the UNECE 1999 London Protocol on Water and Health
18 (2007-2010); since 2013 Chairman of the Compliance Committee of
19 the above UNECE 1992 Convention. He advises governments and
20 international organisations on international law issues. He has
21 held numerous academic positions and has published extensively
22 in English, Spanish, French and Italian on State responsibility,
23 foreign investment law, environmental law, the law of
24 international organisations and jurisdictional immunities.
25 Mob: + 39 347 9307826, +41 7 869 53710;
26 E-mail: attila.tanzi@unibo.it, attilatanzi@hotmail.com.

1 **Ms. MÁIRE R WHELAN SC, IRELAND** Attorney General since March
2 2011. Educated at University College Galway, King's College
3 London, the University of Vienna and Harvard University and the
4 King's Inns. Called to the Bar of Ireland in 1985 and to the
5 Inner Bar in 2005. Office of the Attorney General. Government
6 Buildings, Upper Merrion Street, Dublin 2, Ireland.

7 **WILLIAM R. (BILL) CROSBIE, CANADA** is a native of St.
8 John's, Newfoundland. He is a graduate of Dalhousie University
9 Law School, Halifax, Nova Scotia and of Memorial University of
10 Newfoundland. He has worked with the Federal Government since
11 1986, both as a Ministerial Advisor (in the portfolios of
12 Transport, International Trade and Fisheries and Oceans) and as
13 a Trade Negotiator. His experience in trade negotiations began
14 with the Canada-U.S. FTA in 1988 and continued with the NAFTA,
15 the Uruguay Round of Multilateral Trade Negotiations and the
16 creation of the WTO. From 1997-2000, he held several positions
17 within the then Department of Foreign Affairs and International
18 Trade focusing on trade policy issues and negotiations related
19 to services, investment, competition policy, intellectual
20 property, cultural industries, telecommunications and electronic
21 commerce. In August 2000, he was named Minister-Counsellor,
22 Economic and Trade Policy, at the Canadian Embassy in Washington
23 DC. In September 2004, he was appointed Director General of the
24 North America Bureau where he was responsible for Canada's
25 bilateral relations with the U.S. and Mexico and for the
26 trilateral Canada-U.S.-Mexico agenda. In October 2007, Bill
27 became the first Assistant Deputy Minister of the Consular

1 Services and Emergency Management Branch. He was appointed as
2 Canada's Ambassador to the Islamic Republic of Afghanistan in
3 August 2009 - a rewarding position that he held for two years
4 during which Canada's military combat mission and Provincial
5 Reconstruction Team in Kandahar concluded and Canada's new
6 training and development mission for the period 2011-2014 was
7 launched. In September 2011, Bill returned to headquarters as
8 the Assistant Deputy Minister for the recently expanded
9 Consular, Security and Emergency Management Branch. When the
10 Department transitioned to a new organizational model (combining
11 functional and geographic duties) in May 2012, Bill became
12 responsible for North America. In November 2013, with the
13 amalgamation of the Department of Foreign Affairs and
14 International Trade and the Canadian International Development
15 Agency, Bill became the Assistant Deputy Minister of the
16 Consular, Security and Legal Branch at the Department of Foreign
17 Affairs, Trade and Development. Bill also holds the title of
18 Legal Adviser. Department of Foreign Affairs, Trade and
19 Development Canada (DFATD), 125 Sussex Drive, Ottawa, ON,
20 K1A0G2; Tel. +343-203-3570.

21 If alternates are needed Claimants request, in order

22 **Judge ALPHONS ORIE, NETHERLANDS** former lecturer in Criminal
23 Law and Procedure at Leyden University, former partner in The
24 Hague law firm Wladimiroff & Spong, former judge at the Supreme
25 Court of the Netherlands, Judge of the International Criminal
26 Tribunal for the Former Yugoslavia, judge in the UN Mechanism
27 for International Criminal Tribunals, Honorary Member of the

1 Royal Netherlands Society for International Law. International
2 Criminal Tribunal for the Former Yugoslavia, Churchillplein 1,
3 2517 JW The Hague, P.O. Box 13888, 2501 EW The Hague, The
4 Netherlands; tel.: +31 70 512 8752, E-mail: orie@un.org.

5 **Son Excellence M. GILBERT GUILLAUME, FRANCE** ancien juge de
6 la Cour internationale de Justice; ancien Directeur des Affaires
7 juridiques au ministère des Affaires étrangères. 36 rue
8 Perronet, 92200 Neuilly-sur-Seine, France; fax: +33 1 47 45 67
9 84.

10 **Mr. GUSTAV BYGGLIN, FINLAND** Justice, Supreme Court of
11 Finland. P.O. Box 301, 00171 Helsinki; tel.: +358 2956 40128; E-
12 mail: gustav.bygglin@oikeus.fi

13 VIRTUAL JURISDICTION

14 Background

15 Issues of jurisdiction, sovereignty, validity,
16 sustainability, and enforcement of e-contracts have quickly come
17 to the fore in the era of the Internet. Jurisdiction is an
18 aspect of state sovereignty and it refers to judicial,
19 legislative and administrative competence. Although jurisdiction
20 is an aspect of sovereignty, it is not coextensive with it. The
21 laws of a nation may have extraterritorial impact extending the
22 jurisdiction beyond the sovereign and territorial limits of that
23 nation. This is particularly problematic as the medium of the
24 Internet does not explicitly recognize sovereignty and
25 territorial limitations. There is no uniform, international
26 jurisdictional law of universal application, and such questions
27 are generally a matter of conflict of laws, particularly private

1 international law. An example would be where the content of a
2 web site is legal in one country and illegal in another. In the
3 absence of a uniform jurisdictional code, legal practitioners
4 are generally left with a conflict of law issue.

5 Another major difficulty inherent in cyber law lies in
6 whether to treat the Internet as a physical space (and thus
7 subject to a given jurisdiction's laws) or to act as if the
8 Internet is a world unto itself (and therefore free of such
9 restraints).

10 With the internationalism of the Internet, jurisdiction
11 becomes a challenging area of law. Courts in different countries
12 have taken various views in jurisdictional disputes published
13 content and contracts entered into over the Internet. Cases have
14 encompassed a wide range of circumstances such as contract law,
15 trading standards, tax, unauthorized access, data privacy, and
16 spam, as well as, freedom of speech, censorship, libel and
17 sedition.

18 Certainly, the antiquated idea that the law does not apply
19 in "cyberspace" is not true. In fact, case law has shown that
20 different jurisdictions may apply, simultaneously, to the same
21 event. The Internet does not tend to make geographical and
22 jurisdictional boundaries clear, but Internet users remain in
23 physical jurisdictions and are subject to laws independent of
24 their presence on the Internet. As such, a single transaction
25 may involve the laws of at least three jurisdictions:
26 the laws of the state/nation in which the user resides, the laws
27 of the state/nation that apply where the server hosting the

1 transaction is located, and the laws of the state/nation which
2 apply to the person or business with whom the transaction takes
3 place. So a user in a state of the USA conducting a transaction
4 with a user in a county of the UK through a server in a province
5 of Canada can theoretically be subject to the laws of all three
6 regions of all three countries as they relate to the transaction
7 at hand.

8 **Evolution of the case law**

9 An early case involving personal jurisdiction, but not the
10 Internet, was **Calder v. Jones**, 465 U.S. 783, 104 S. Ct. 1482; 79
11 L. Ed. 2d 804; 1984 U.S. LEXIS 41; 52 U.S.L.W. 4349; 10 Media L.
12 Rep. 1401, Decided: March 20, 1984. The Plaintiff, actress
13 Shirley Jones, sued the defendants; the National Enquirer, its
14 distributor, the writer of the article, and Calder, the editor-
15 in-chief of the magazine, over an October 9 1979 article in
16 which the Enquirer alleged that Jones was an alcoholic. Living
17 in California, Jones filed her action in her home state, even
18 though the article was written and edited in Florida. Jones
19 asserted that the California Court had jurisdiction based on the
20 large circulation the National Enquirer enjoyed in California -
21 selling over 600,000 copies each week out of a total national
22 circulation of about 5,000,000 copies per week.

23 The publisher and the distributor did not object to
24 jurisdiction in California. The trial Court dismissed the claim
25 as to the author and editor on the grounds that it lacked
26 personal jurisdiction over the defendants, basing their finding
27 on First Amendment concerns that permitting jurisdiction in such

1 cases would chill free speech. The California Court of Appeal
2 reversed the ruling, and the Supreme Court of California
3 Affirmed the appellate Court's ruling.

4 Calder appealed, as did the writer of the article,
5 contending that the writer and editor of a magazine article were
6 like welders of a boiler. In such a case, although the
7 manufacturer of the product could be held liable in another
8 state where the product caused an injury, a worker who had
9 neither a stake nor control in the distribution could be held
10 liable in that state.

11 Although the Calder v. Jones case had nothing to do with
12 the Internet, it set a precedent that allowed a state's Court to
13 assert personal jurisdiction over the author or editor of a
14 libelous article in another state, when the author or editor
15 knew the article would be widely circulated in the state where
16 the subject of the article could be injured.

17 In the early 1990s, Courts struggled with how to treat the
18 Internet with regard to jurisdiction. One of the first
19 noteworthy cases that arose in this early stage was **Inset**
20 **Systems, Inc., v. Instruction Set, Inc.**, Civil No. 3:95CV-01314
21 (AVC), 937 F. Supp. 161, United States District Court for the
22 District of Connecticut, Decided: April 17, 1996.

23 The Inset Court likened the company's use of the Internet
24 to a continuous advertisement targeting customers in all states,
25 and established an extraordinarily broad approach for Internet
26 jurisdiction cases. Some early cases followed the Inset
27 approach. For example, the Inset reasoning was cited by the

1 Court in **Maritz, Inc. v. Cybergold, Inc.**, 947 F. Supp. 1328,
2 United States District Court for the Eastern District of
3 Missouri, Eastern Division, August 19, 1996.

4 However, the Court in **Bensusan Restaurant Corp. v. King**,
5 126 F.3d 25, deviated from Inset, and established its own more
6 tailored standard. Most notably, the Court in Bensusan began
7 looking into the nature of the website in question, holding that
8 the website owned by the defendant was passive in nature. This
9 launched a separate line of reasoning with regard to
10 jurisdiction in Internet cases focused on the specific
11 characteristics of the web, and was cited by **Hearst Corporation**
12 **v. Goldberger**, 96 Civ. 3620 (S.D.N.Y. 1997), 1997 WL 97097, 1997
13 U.S. Dist. Lexis 2065, February 26, 1997.

14 **CompuServe, Inc. v. Richard S. Patterson**, 89 F3d 1257; 1996
15 US App LEXIS 17837, was another landmark case decided by the
16 United States Court of Appeals for the Sixth Circuit on July 22,
17 1996. Prior action: the District Court granted the defendant's
18 motion for dismissal for lack of personal jurisdiction. Appealed
19 case opinion: The order granting Patterson's motion to dismiss
20 for lack of personal jurisdiction was reversed because Patterson
21 had sufficient contacts within the State of Ohio through storing
22 his software and utilizing CompuServe's advertising network,
23 thereby establishing personal jurisdiction.

24 In 1997, citing CompuServe v. Patterson as precedent, **Zippo**
25 **Mfr. Co. v. Zippo Dot Com, Inc.**, 952 F. Supp. 1119 (W.D. Pa.
26 1997), was a case decided by the United States District Court
27 for the Western District of Pennsylvania on January 16, 1997.

1 The Court denied Zippo Dot Com's motion to dismiss for lack of
2 jurisdiction finding that its contacts with Pennsylvania
3 residents and Internet service providers (ISPs) constituted
4 sufficient action within the state.

5 Later, in 2000, **State of Illinois, ex. rel. Lisa Madigan,**
6 **Attorney General of the State of Illinois v. Hemi Group, LLC,**
7 622 F.3d 754 (Case No. 09-1407), was brought before the United
8 States Court of Appeals for the Seventh Circuit on September 14,
9 2000. Appealed from C.D. ILL. The Seventh Circuit affirmed the
10 district Court's denial of Hemi Group's motion to dismiss for
11 lack of personal jurisdiction, finding that the Internet
12 transaction of cigarettes was sufficient to establish personal
13 jurisdiction over Hemi Group in Illinois.

14 The Zippo Manufacturing Co. v. Zippo Dot Com opinion
15 created the widely adopted Zippo Test. Cases such as **Cybersell,**
16 **Inc. v. Cyversell, Inc.,** 130 F.3d 414, **Mink v. AAAA Development**
17 **L.L.C.,** 190 F.3d 333, followed the approach defined by Zippo.

18 However, more recent cases appear to be departing from the
19 Zippo test and relying upon more traditional approaches to
20 personal jurisdiction. For example, the Courts in **Blakely v.**
21 **Continental Airlines,** 992F.Supp. 731 (1998), **Dudnikov v. Chalk**
22 **and Vermilion,** 514 F.3d 1063 (10th Cir., January 28, 2008), and
23 **Boschetto v. Hansing,** 539 F.3d 1011, United States District
24 Court for the Northern District of California, granting
25 defendant's motion for dismissal for lack of jurisdiction. These
26 cases utilize the Calder test to establish the "minimum
27

1 contacts" required. A rule not tailored specifically toward
2 Internet cases.

3 **Jurisdiction Summation**

4 Claimants allege that the Courts have decided in **Michael**
5 **Dougal v SolidInvestment.com**, GD-06-013722, Commonwealth of
6 Pennsylvania, County of Allegheny, that since the funds were
7 traded in the purchase of SI shares or accounts, a concrete,
8 verifiable, state to state, internet, virtual business
9 connection was made between the investor and
10 SolidInvestment.com. As in Calder v. Jones and later Court
11 decisions, this established a Court accepted "minimum" personal
12 contact. Therefore any person, company, corporation, or
13 government who later assumes the responsibility of directly
14 handling or administrating SolidInvestment.com investor funds,
15 also voluntarily assumes the same contact, responsibility, and
16 liability that was instituted in the first instance between the
17 investor and SolidInvestment.com.

18 In practical terms, due to their very nature and because of
19 the way international business has shifted from physical paper
20 to e-contracts, and since e-contracts are initialized and
21 finalized via the Internet from state to state and from country
22 to country, virtual Internet e-contract transactions are now
23 accepted, legal, binding, and enforceable in all parts of the
24 world.

1 **CURRENT ADMINISTRATORS**

2 **Simon J. Church aka Simon Richards**

3 Mr. Church is the current Court appointed Fiduciary
4 Administrator of the 2007 settlement agreement and 2011 UK Court
5 orders covering the SolidInvestment.com investors. He is also a
6 guarantor on the 2012 "Agreement to Facilitate Payments" signed
7 by the Rt. Hon. Fraser A. Milverton and Dr. Wolfgang Schaüble,
8 German Minister of Finance. He is 34 years old and holds
9 passports, under several legal aliases, in numerous countries
10 including the United Kingdom, Australia and Zimbabwe. Prior to
11 his appointment as Fiduciary Administrator, he was self-employed
12 as an embroidery consultant. He is also the nephew of the Rt.
13 Hon. Fraser A. Milverton aka Fraser A. R. Richards, 2nd Baron
14 Milverton and was apprenticed to John D. Walden.

15 On the recommendation of his uncle, he was appointed
16 alternate Fiduciary Administrator by Dr. Roman Poseck in early
17 2012 and ascended to the role after Lord Milverton suffered a
18 debilitating illness, and Mr. Walden died suddenly, shortly
19 thereafter.

20 From early 2012 until at least August 2013, regular weekly
21 telephone conversations were held between the Fiduciary
22 Administrators and Dr. Roman Poseck, German Judicial Overseer.
23 During this tenure, Mr. Church confirmed he was the Fiduciary
24 Administrator to several SolidInvestment.com investors and made
25 numerous promises that the payout process would recommence
26 immediately. When it did not, there were an array of
27 explanations and excuses.

1 In late 2014, Mr. Church's presence was requested in
2 Germany by Dr. Poseck, presumably to explain the unending
3 reasons why the payments had not recommenced. Shortly after
4 arriving in Germany, Mr. Church requested special security
5 arrangements be made for his personal safety.

6 In July 2015, **Veronica Higgins v. Church and Milverton,**
7 Magistrates Court, Croydon Surrey, UK, Case No. B25YM245
8 SolidInvestment.com investor Veronica Higgins filed an action
9 against Lord Milverton and Mr. Church in Croydon Magistrates
10 Court, Surrey, United Kingdom, stating that Mr. Church was
11 Fiduciary Administrator on her account and demanding payment.
12 She obtained a default judgment in September 2015.

13 Over the last 15 months, Mr. Church has been seen entering
14 and leaving the Frankfurt am Main, OLG many times (it is not
15 hard to notice a very pale, impeccably dressed Englishman who
16 does not speak German, arriving with an entourage of very large,
17 black clad security guards). As the payment process continues to
18 be on hold, and Mr. Church is not reachable by any form of
19 communication, Claimants can only make assumptions about the
20 purpose of this maneuver.

21 **Dr. Roman Poseck**

22 Dr. Poseck is the current German Judicial Overseer of the
23 2007 settlement agreement, 2011 UK Court orders and the 2012
24 'Agreement to Facilitate Payments'. Dr. Poseck is the current
25 President of the Frankfurt am Main, German Court of Appeals and
26 Presiding Judge for Civil Senate 26.

1 He took over the position of Overseer upon the retirement
2 of Dr. Thomas Aumüller in March 2012.

3 A computer monitoring station specifically designed to
4 monitor the payout process of the SolidInvestment.com payments
5 is currently installed near his office expressly for his use.
6 This station was installed as part of the 2011 UK Court orders
7 signed by Lord Alan Rodgers. It is directly linked via dedicated
8 cables to both the investor database and an identical station in
9 the United Kingdom.

10 He has maintained regular contact with all of the Fiduciary
11 Administrators since his appointment. As with Mr. Church's
12 circumstances, Claimants can only make assumptions as to why he
13 has Mr. Church at his disposal and yet no contact has been made
14 with any beneficiaries and payments have not recommenced.

15 **INVESTORS**

16 SolidInvestment.com and the corresponding website were
17 setup as a subsidiary to an investment vehicle of Schroder plc
18 at the request of some of Schroders larger investors. These high
19 net worth investors wanted an instrument that would allow their
20 family members, friends, coworkers, and associates to enjoy
21 similar investment opportunities with a lower threshold of
22 investment.

23 Most of the early investors were in some way related to
24 these high net worth individuals and enjoyed very favorable
25 returns and quick and efficient response from the
26 SolidInvestment.com administration. These smaller investors
27

1 included retired bankers, lawyers, judges, business executives
2 and professionals.

3 As word of mouth spread, others with more tenuous
4 connections to the original investors opened and funded
5 accounts. By the time the site went down in July 2006, there
6 were over 60,000 funded accounts, most with the minimum balance
7 of US\$10.

8 These later investors include farmers, laborers, clerks,
9 and small shop owners, all investing what they could, in hopes
10 of making a slightly better life for themselves, and their
11 families.

12 All investors were also assured that 50% of the profits of
13 the parent companies were being used for altruistic and
14 charitable causes around the world.

15 In all, the SolidInvestment.com investors represent over 40
16 countries and the best cross section of mankind.

17 **BANK PRIVILEGE**

18 Leverage is defined as the use of a small initial
19 investment, credit, or borrowed funds to gain a very high return
20 in relation to one's investment, to control a much larger
21 investment, or to reduce one's own liability for any loss.

22 No other industry in the world is allowed more privileged
23 use of leverage than the financial institutions or the ability
24 to use that leverage to create elaborate financial instruments
25 too literally print money and profits.

26 In the world of banking, leverage is most commonly measured
27 by two ratios; the capital ratio and the deposit to loan ratio.

1 The capital ratio is measured by the value of a bank's common
2 stock and retained earnings in relation to its liabilities,
3 usually defined by its outstanding loan portfolio. This ratio is
4 generally referred to as the Basel Tier 1 capital ratio. It is
5 regulated by numerous governing bodies and for banks such as
6 HSBC, Barclays, RBS, Lloyds, Dexia, and Svenska Handelsbanken
7 this ratio is 3%.

8 The deposit to loan ratio is calculated by dividing the
9 total bank deposits by the total bank loan portfolio. This ratio
10 has no regulation and can range from 10% to multiples of 100%.
11 Per Bank of International Settlement (BIS) guidelines, as an
12 example, assume a bank with \$3 of equity receives a client
13 deposit of \$100 and loans out all \$100, a 100% deposit to loan
14 ratio. Assuming that the loan, now a \$100 asset on the bank's
15 balance sheet, carries a risk weighting of 90%, the bank now
16 holds risk-weighted assets of \$90 ($\$100 \times 90\%$). Using the original
17 equity of \$3, the bank's Tier 1 ratio is calculated to be $\$3/\90
18 or 3%.

19 The bank's total profit is calculated by subtracting the
20 interest paid to the client from the amount of interest received
21 on the loan. However, its return on investment (ROI) is
22 calculated by the total amount of profit divided by its capital
23 invested. Expanding on the above example, the bank pays the
24 client 1% for the use of the deposit and receives 4% on the
25 loan, a 3% spread or \$3. The bank's ROI on this transaction is a
26 \$3 profit on a \$3 investment or 100%. Much has been said in the
27 financial news about the severe impact low interest rates are

1 having on bank profits. However, as of the date of this filing
2 the US interest rate paid on bank savings accounts averaged .25%
3 and the home mortgage minimum rate was 3.82%, a 3.57% spread.
4 Combine this ability to leverage with the purchase of other
5 assets, such as government bonds, and the ability to make
6 profits increases exponentially.

7 **BOND MARKET MAKERS**

8 A Designated Primary Market Maker is a specialized financial
9 institution approved to guarantee the security and integrity of
10 the marketplace. These financial institutions are allowed to
11 create and issue 'fresh cut' or new bonds for corporations and
12 governments. There are very few such institutions in the world.
13 According to their website, the bank currently holding the
14 beneficiary escrow accounts, Svenska Handelsbanken, is one such
15 Designated Primary Bond Market Maker.

16 As governments or corporations expand their need for debt
17 they must issue new bonds. At the end of the 2nd quarter of 2014,
18 the global government bond market was measured at approximately
19 US\$58 Trillion. An increase of US\$25 Trillion since January
20 2007.

21 Printed new bonds have no value until they are sold. At a
22 Tier 1 capital rating of 3%, governments would need to find
23 buyers with a minimum of \$750 Billion in cash or equivalent
24 collateral to fund their needs.

25 According to several bank experts familiar with the
26 government bond market, the single most difficult problem and
27 only limiting factor to virtually unlimited profits to a

1 Designated Primary Market Maker is finding sufficient capital or
2 highly rated collateral to satisfy the growth. Ready, available
3 and guaranteed cash reserves allow the greatest opportunity for
4 profit.

5 These same experts have suggested that profits of 3%-5%
6 weekly is quite normal, given that a single transaction can be
7 completed electronically in seconds, and several transactions
8 can be performed in a single day using the same capital.

9 At the time of the transfer of administration to Lord
10 Milverton in early 2012, the amount of the settlement escrow
11 accounts, transferred to Svenska Handelsbanken, Austria, were
12 US\$300 Billion. It is not difficult to believe that through a
13 combination of loans, government guarantees, off balance sheet
14 transactions and other complex financial instruments, the funds
15 belonging to 35,000 investors are being used to finance a large
16 portion of the new government debt. This arrangement provides
17 numerous institutional and private parties a very profitable
18 motive to ensure the escrow funds never get distributed.

19 **INVESTOR EQUALITY**

20 The US Securities Act of 1934 17 CFR 240.14d-10 - Equal
21 treatment of security holders states;

22 (a) No bidder shall make a tender offer unless:

23 (1) The tender offer is open to all security holders of the
24 class of securities subject to the tender offer; and

25 (2) The consideration paid to any security holder for
26 securities tendered in the tender offer is the highest
27

1 consideration paid to any other security holder for securities
2 tendered in the tender offer.

3 The European Union general principle of equal treatment
4 infers all shares of a particular class (e.g., common stock) are
5 to be treated as homogeneous claims on enterprise wealth. Each
6 share represents the same claim on corporate assets, including
7 expected returns, as each other share.

8 Second, it is the duty of management (and of majority
9 stockholders in instructing management or voting on management's
10 decisions) to make decisions with respect to use of corporate
11 assets or finance which are designed to maximize enterprise
12 value consistently with the investment contract and with
13 externally imposed legal constraints.

14 A settlement agreement was reached between
15 SolidInvestment.com management and a group of its investors, in
16 lieu of criminal charges, in 2007 and approved by Dr. Jürgen-
17 Peter Graf, German Federal Court Criminal Panel 1. From early
18 2008 to mid-2011 distributions were made via wire transfer from
19 paymasters Barclays and Dexia. As stipulated in the settlement
20 agreement, the amount distributed equaled each investors July 3,
21 2006 balance plus 170 additional days of compounded interest at
22 original contract rates and compounding limits. Over 100,000
23 settlement distribution payments were processed to only 25,000
24 accounts. In many instances, an amount equal to the original
25 settlement amount was distributed 4 times to the same investor
26 account. Absent any further documentation or explanation,
27

1 Claimants can only assume that management's efforts to maximize
2 value required them to distribute additional funds.

3 Given that all SolidInvestment.com investor accounts belong
4 to the same class of investment, it must be recognized that all
5 investor accounts be paid equally.

6 **AWARD**

7 Every effort has been made to establish an accurate amount
8 due the Claimants. Without proper cooperation and documentation
9 currently in the possession of the Respondents, the Claimants
10 must base their request for monetary reward on a combination of
11 contracts, past investor distributions, historical market
12 returns, expert advice on international banking investment
13 opportunities and the explanation of details in settlement
14 agreements and court orders provided by Fiduciary Administrator,
15 Mr. Simon J. Church.

16 The Claimants request the tribunal award the following.

17 1. Rule all Respondents have been properly served, the time
18 allowed responses has expired, and any rights of
19 objections to Claimant's claims have been waived.

20 2. All statements, evidence and documentation provided to
21 the Court by Claimants is considered true, accurate and a
22 fact of law.

23 3. Respondents shall immediately deliver to Claimants:

24 A. Copies of any and all documents relating to the
25 distribution of the website funds, and copies of any and
26
27

1 all documents associated with the administration of the
2 website funds.

3 B. Copies of any and all documents relating to the
4 distribution of funds to any and all other associated
5 entities, investors, or persons.

6 C. Copies of any court actions and rulings regarding the
7 website, and\or other associated entities, investors, or
8 persons in any court or jurisdiction in Germany or in any
9 other country.

10 D. Information regarding any banks, investment firms, or
11 any other entity involved with, assisting, or
12 administering funds from the website or regarding any
13 funds derived from it.

14 E. Copies of any sealed documents pertaining to the
15 website or the Claimants, from Germany or any other
16 country or jurisdiction.

17 F. Copies and/or the location of any and all documents
18 pertaining to the website or the Claimants.

19 G. Copies of any and all documentation relating to
20 communications with Mr. Simon J. Church aka Simon
21 Richards or other legal alias and/or any other past or
22 present fiduciary administrators or trustees.

23 H. Copies of any and all investor rolls and/or databases,
24 either on hard drive, paper or any other electronic means
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1 pertaining to the website, Claimants, associated
2 entities, investors and persons.

3 I. A listing of any and all computer equipment, or
4 wiring, including serial numbers and contact information
5 on installation of said equipment and the identification
6 of any and all computer, financial, or administrative
7 support personnel related to website, associated
8 entities, investors or persons.

9 J. Copies of, or any knowledge of, an "Agreement to
10 Facilitate Payments" or any similar named document,
11 executed by Dr. Wolfgang Schaeuble and the Rt. Hon.
12 Fraser A. Milverton aka Fraser A.R. Richards in 2012,
13 classified as an ancillary agreement to the present, and
14 existing, European Union Stabilization Agreement for the
15 Federal Republic of Germany.

16 K. Any copies, and/or, knowledge obtained through either
17 professional or personal means, of the location of any
18 and all documents related to the website or associated
19 entities, investors or persons, or pertaining to funds
20 there from, in the possession of, Dr. Roman Poseck, Dr.
21 Thomas Aumueller, and Dr. Juegen-Peter Graf, German
22 nationals.

23 L. The identification of any court or other
24 jurisdictional actions in Germany or in any other country
25 pertaining to the website, associated entities, investors
26 or persons or funds there from.
27

1 M. Information on any judicial hearings involving the
2 website or associated entities, investors or persons
3 and\or funds there from, in Germany or in any other
4 country.

5 N. The names of any past or present courts or
6 jurisdictions that were or are, involved with the
7 website, associated entities, investors, persons or funds
8 there from, whether in Germany or any other country,
9 including all contractual information.

10 O. The names of any past, or present German judge, or
11 judges, involved in the oversight or administration of
12 the website funds.

13 P. Claimants demand access to any and all areas
14 pertaining to the website, associated entities,
15 investors, persons or to the funds derived there from,
16 for the purpose of allowing their own accounting
17 personnel to inspect and tabulate records. If the
18 Respondents refuse, that this Court order them to do so.

19 Q. Any further relief that the Court may deem fitting and
20 proper.

21
22
23 4. All funds distributed specifically to investors be
24 classified as a court awarded long-term capital gain or
25 reimbursement of expenses.

26 5. Respondents shall refrain from any involvement in any
27 type of internet investment programs either directly or

1 indirectly via subsidiaries or affiliations until such
2 time as all distribution of funds are rightfully
3 completed to all SolidInvestment.com investors per the
4 2007 settlement agreement and 2011 court orders and 2012
5 Agreement to Facilitate Payments.

6 6. Claimants are ordinary working class people, with limited
7 income and resources, and therefore, request that
8 Respondents shall pay all Court and other arbitration
9 costs.

10 7. Respondents shall pay US\$5,474,195,019.50 to Claimants as
11 distribution of funds owed per the 2007 settlement
12 agreement including all profits made by past and current
13 administrators in their best efforts to maximize value.
14 This amount is calculated to ensure equal treatment to
15 all investors.

16 8. Respondents shall reimburse Claimants US\$4,700,000 for
17 all administrative, operational, and legal expenses
18 incurred to date, in pursuit of funds rightfully
19 belonging to Claimants per the original 2007 German
20 settlement agreement and the 2011 UK court orders.

21 9. Respondents shall pay US\$5,474,195,019.50 in punitive
22 funds for the use of altruistic and charitable works
23 assisting the SolidInvestment.com investors, their
24 families, communities, humanity and the planet in
25 accordance with the original SolidInvestment.com mission
26 statement. These funds to be paid into a nonprofit trust
27

1 setup by Claimants under a Court approved jurisdiction.
2 Administration to be determined by Claimants.

3 10. All fund requests have been calculated to March 31,
4 2016. Claimants request all monetary awards incur
5 additional value at a rate of 18% compounded quarterly
6 for every day the Claimants are deprived their funds
7 after March 31, 2016.

8 11. Respondents shall be required to report this award as
9 both a line item and a descriptive footnote on all public
10 financial statements until such time as all distribution
11 of funds are rightfully completed to all
12 SolidInvestment.com investors per the 2007 settlement
13 agreement and 2011 court orders.

14 12. Claimants request that all final decisions regarding
15 this case be made public and published on the appropriate
16 Court websites. Documents the Court deems of a personal
17 or private nature be kept confidential, privy only to the
18 Court.

19 20 13. Claimant assertions are far reaching and encompass
21 many persons, entities, and governments including the
22 remaining 34,996 SolidInvestment.com investors. Claimants
23 ask the Court rule this award be a precedent that all
24 others of an equal class to Claimants can use in this or
25 any other court they may choose.
26
27

1 Claimants are content to abide by the final decisions of the
2 Court.

3 **SOLID LEGAL GROUNDS**

4 Lacking the documents presented in the original German
5 legal action, SolidInvestment.com proceeded to establish
6 independent grounds for their claims.

7 **Michael Dougal v. SolidInvestment.com**, GD-06-013722,
8 Commonwealth of Pennsylvania, County of Allegheny, decided that
9 since the funds were traded in the purchase of shares or
10 accounts, a concrete, verifiable, state to state, internet,
11 virtual business connection had been established between
12 investor Dougal and SolidInvestment.com.

13 **Veronica Higgins v. Church and Milverton**, Magistrates
14 Court, Croydon Surrey, UK, Case No. B25YM245. Decision: Summary
15 default judgment in favor of Higgins in the amount of £256,
16 September, 2015. This finding establishes Simon J. Church as a
17 fiduciary administrator.

18 These two cases directly link the named Claimants in a
19 business relationship to SolidInvestment.com and as
20 beneficiaries under the trust of Simon J. Church, Fiduciary
21 Administrator. It also establishes grounds for the arbitrators
22 to accurately and safely render judgments based on rock-solid,
23 official, previously decided court decisions.

24 **ARGUMENT**

25
26 The involvement in this matter of so many people,
27 institutions, and motives may make it difficult to assume it can

1 be condensed into a few short paragraphs. But the story is as
2 old as time and has been repeated over and over again in many
3 forms.

4 A few rich and powerful individuals prey on those they
5 believe have neither the resources nor the ability to fight
6 back. In this instance, using a newfangled technology called the
7 internet and the confusion that new technologies and laws
8 create.

9 However, this time they underestimated the power of that
10 newfangled tool. Its ability to bring together thousands of
11 small investors scattered around the globe and to allow them to
12 share their knowledge, contacts and expertise.

13 Many would question why the wealth of the world would
14 bother to take US\$10 from a small investor in Sau Paulo, Brazil.
15 But of the 35,000 unpaid accounts there are over 28,000 investor
16 accounts with deposits between US\$10 and US\$100 amounting to a
17 total of between US\$280,000 and US\$2,800,000. Using the power of
18 bank leveraging and market maker opportunities, the value of
19 such funds is quickly apparent.

20 Add the 3,500 accounts between US\$100 and US\$1,000 and the
21 2,750 accounts between US\$1,000 and US\$5,000 to the 750 accounts
22 from US\$5,000 to US\$100,000 and the reason behind the interest
23 in internet investment sites by such individuals and entities
24 becomes more obvious.

25 SolidInvestment.com is not the first nor will it be the
26 last attempt by certain parties to enrich themselves at the
27 expense of others, however, unlike many other such failed

1 investments, SolidInvestment.com had three unique components
2 that have allowed its investors to pursue legal remedies that
3 have not been available to others.

4 The first was the makeup of the investor group. A large
5 percentage of the funds came from investors that were family,
6 associates, and friends of the originators of the internet site,
7 subsidiaries of Schroder plc, and were aware of the
8 administration, location and opportunities in which they were
9 investing.

10 Secondly, throughout 2006 and following the 2007 settlement
11 agreement thousands of accounts received distributions
12 confirming the amount and availability of the funds.

13 Thirdly, Claimant Crystal L. Schultz spent 6 years working
14 closely with Mr. Church and effectively became his technical
15 advisor once he became Fiduciary Administrator.

16 The Claimants in this case cannot change the reality that
17 there will always be individuals preying on others but Claimants
18 can ensure, by creating a precedent with this case, that light
19 is shed on their behavior and reported in their public financial
20 statements.

21 **SUMMATION**

22 The ethics of this world are only as effective as they are
23 administered. Without proper administration, they have no
24 meaning, for justice, like discipline, requires that morality be
25 recognized and immorality be condemned. Ethical discipline is
26 the backbone of all affairs of commerce. Government and law
27

1 recognize that, when ethics breaks down, it must be exposed and
2 condemned without remorse, or hesitation.

3 So it is with professional governorship. Every profession is
4 bound by laws and ethics. Professionals are not relieved of
5 their ethics and responsibilities because an employer told them
6 it was allowed nor can they abandon their accountability in
7 regards to right and wrong. Within our society, under the laws,
8 high value is placed on fair and honest behavior.

9 On the evidence presented, Respondents have clearly
10 abrogated their professional ethics and duties, and have shown
11 disdain and contempt for the Claimants and this Court.

12 In the ten years of this ongoing saga, Claimants have shown
13 remarkable patience, restraint, consideration, discretion and
14 courage in dealing with a never-ending melodrama befitting a
15 Shakespeare tragedy.

16 In regards to the current administration of investor funds,
17 Claimants must now ask the Court to take the role of the
18 reasonable, prudent person. The reasonable, prudent person
19 described as one of discretion and intelligence who exercises
20 ethics, caution, and fairness when dealing with others,
21 especially in financial matters. Would the reasonable, prudent
22 person continue to allow a small group of individuals to use
23 funds, without permission, knowing they rightfully belong to
24 others or take steps to ensure such funds were distributed
25 immediately to its recognized owners?

26 For almost ten years, Claimants have attempted to resolve this
27 roadblock and have been thwarted at every turn. Their pleas for

1 fairness and justice have fallen on deaf ears and their cries of
2 pain unheard. When finally the Claimants were able to bring the
3 matter to an internationally recognized Court, all Respondents
4 again remained mute.

5 Claimants acknowledge that the opportunities to add
6 enormous value to the investment would not have been available
7 to each as an individual. However, that is little compensation
8 to the many investors who have endured incredible hardship or
9 death while watching others receive their funds and waiting for
10 their rightful distribution of proceeds.

11 The time has come to resolve this matter, to finally and
12 properly transfer funds into the possession of the rightful
13 owners.

14 Claimants hereby plead that their award request be granted,
15 in its entirety.

16 **REQUEST FOR ENTRY OF AWARD**

17 Comes now, Crystal L. Schultz, Attorney in Pro Se and Claimant
18 Representative, who hereby requests that the Permanent Court of
19 Arbitration in The Hague, Netherlands, enter this award in the
20 public record against the herein named Respondents that the
21 record in this case demonstrates that there has been a failure
22 to plead, or otherwise defend, pursuant to the rules of this
23 arbitration Court.

24
25 Date: February 24, 2016

26 _____
27 Crystal L. Schultz
Attorney in Pro Se and Claimant Representative