

**Dec. 16, 2009**

STEVEN M. LARIMORE  
CLERK U.S. DIST. CT.  
S.D. OF FLA. - MIAMI

IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION

CASE NO.: **09-CV-61978-Cohn/Seltzer**

DR. CHRISTOPHER WALKER,

Plaintiff,

v.

HALLMARK BANK & TRUST, LTD., ET AL,

Defendants.

\_\_\_\_\_ /

**NOTICE OF REMOVAL**

Defendant TURKS & CAICOS ISLANDS INVESTMENT AGENCY (“TCIIA”), pursuant to 28 U.S.C. §§ 1441, 1446 and 1602 *et seq.*, and through its undersigned counsel, hereby removes this action from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, to the United States District Court for the Southern District of Florida, Ft. Lauderdale Division, being the district and division within which the action is pending, and states:

1. On March 30, 2009, Plaintiff DR. CHRISTOPHER WALKER (“Walker” or “Plaintiff”) filed a Complaint in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. The Complaint is entitled *DR. CHRISTOPHER WALKER, Plaintiff, v. HALLMARK BANK & TRUST, LTD., ET AL., Defendants*, and it is designated as Case No. 0901837714.

2. TCIIA was purportedly served with the Complaint in Turks & Caicos Islands, BWI, on or about May 14, 2009, but did not receive actual notice until on or about June 9, 2009, when the papers were received at its correct address. A copy of the papers served on TCIIA are filed herewith as required by 28 U.S.C. §1446 (a). No other pleadings, process or orders have been served on TCIIA in this action.

3. On May 20, 2009, Defendant Mastercard International, LLC (“Mastercard”) removed the action to this Court, based on diversity of citizenship, 28 U.S.C. §1332. The action was designated as Case No. 09-60746-CIV-COHN/SELTZER. The Defendants Hallmark Bank & Trust, Ltd. and Brian Trowbridge did not join in the removal and moved to remand. The action was remanded to the state court for failure to satisfy the “unanimity requirement,” by Order entered July 7, 2009. Unanimity or the consent and joinder of co-defendants is not a requirement for removal based on the Foreign Sovereign Immunities Act (“FSIA”), 28 U.S.C. §§ 1602, *et seq. In re Surinam Airways Holding Company*, 974 F.2d 1255, 1259 (11th Cir. 1992) (“In view of the potential sensitivity of actions against foreign states and the importance of developing a uniform body of law in this area, it is important to give foreign states clear authority to remove to a Federal forum actions brought against them in the State courts. New subsection (d) of section 1441 permits the removal of any such action at the discretion of the foreign state, even if there are multiple defendants and some of these defendants desire not to remove the action or are citizens of the State in which the action has been brought.” (Emphasis added)).

4. TCIIA was unaware of the removal, not having yet received notice of the action, and did not retain counsel or appear in the action until after the matter had been remanded.

5. On August 31, 2009, TCIIA appeared in the state court action by filing of a motion to dismiss for lack of personal jurisdiction, forum non conveniens and sovereign immunity.

6. This is a civil action in which Plaintiff asserts causes of action for alleged civil RICO violations, fraudulent conveyance, civil conspiracy, fraudulent misrepresentation, breach of contract, unjust enrichment, and accounting under Florida Law. This Court has original jurisdiction over Plaintiffs' claims pursuant to FSIA, because this is a civil action involving an agency or instrumentality of a foreign state as defined in § 1603(b) of FSIA.

7. Defendant TCIIA is a Turks & Caicos entity with its principal place of business in the Turks & Caicos Islands, and is an agency or instrumentality of a foreign state as defined in FSIA, 28 U.S.C. §§ 1602, *et seq.* See Complaint, ¶ 8.

8. Upon information and belief, Plaintiff is an individual citizen of Jamaica who resides and works in Florida, practicing medicine in Orlando, Florida. See Complaint, ¶ 1.

9. Pursuant to 28 U.S.C. §§ 1441(a), (b) and (d), this case is properly removable to the United States District Court for the Southern District of Florida, Ft. Lauderdale Division, being the district and division chosen by Plaintiff to file his action. See Complaint, ¶ 16.

10. TCIIA prays that the time for removal be enlarged to allow removal as provided by 28 U.S.C. § 1441(d): "Where removal is based upon this subsection, the time limitations of section 1446(b) of this chapter may be enlarged at any time for cause shown." This provision is to be liberally construed, and "good cause" is not required, merely "cause". As cause, TCIIA states that communication between TCIIA and its counsel on the issue of removal was impeded by political events in Turks & Caicos and by internal personnel and structural changes in TCIIA,

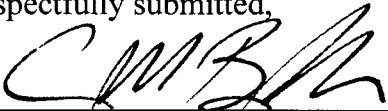
so that no final decision could be taken until now. The Turks & Caicos Islands' Constitution was suspended in or about mid-August 2009, and for several months TCIIA was without a Board of Directors and unable to act. Moreover, the proceedings in the state court have not progressed significantly, and there will be no prejudice to plaintiff by removal. There have been no rulings on substantive motions, no discovery has been taken, and no trial date has been set. In addition, pursuant to Administrative Order Number 2009-106-Gen. of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, the judge currently assigned will be reassigned to a different division in January 2010, so that further proceedings will be before a new judge in any event. Courts "liberally allow the enlargement of time to further the purpose of providing a federal forum for foreign states, when the rights of the parties and judicial economy would not be prejudiced thereby." *Talbot v. Saipem, A.G.*, 835 F.Supp. 352, 355 (S.D. Tex. 1993) (removal after 4 months timely where no depositions had been taken, no motions ruled on, and no trial date set); *Refco, Inc. v. Galadari*, 755 F.Supp. 79, 83 (S.D.N.Y.1991), *cert. denied*, 511 U.S. 1069, 114 S.Ct. 1645, 128 L.Ed.2d 365 (1994) (removal proper 5 years after commencement where state court action not significantly progressed). The rights of the parties and judicial economy are not prejudiced by removal.

11. TCIIA expressly reserves all rights, claims and defenses. Nothing in this Notice of Removal shall be deemed a waiver of immunity under the Foreign Sovereign Immunities Act, 28 U.S.C. §§ 1602, *et seq.* or of any jurisdictional or other right, claim, or defense. Moreover, by filing its motion to dismiss in the state court, TCIIA has waived no rights, including its absolute right of removal. *In re Delta America Re Insurance Co., Inc.*, 900 F.2d 890, 893 (6th Cir.), *cert.*

*denied*, 498 U.S. 890, 111 S.Ct. 233, 112 L.Ed.2d 193 (1990) (FSIA provided absolute right of removal to federal court and waiver must be clear and unequivocal).

WHEREFORE, TCIIA removes this action from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, to the United States District Court for the Southern District of Florida, Ft. Lauderdale Division.

Respectfully submitted,

By: 

Stephen B. Gillman, Esq.

Florida Bar No.: 196734

E-mail: [sgillman@shutts.com](mailto:sgillman@shutts.com)

Maxine M. Long

Florida Bar No.: 286842

E-mail: [mlong@shutts.com](mailto:mlong@shutts.com)

Gary M. Bagliebter

Florida Bar No.: 346977

E-mail: [gbagliebter@shutts.com](mailto:gbagliebter@shutts.com)

**SHUTTS & BOWEN LLP**

1500 Miami Center

201 South Biscayne Boulevard

Miami, Florida 33131

Tel.: (305) 358-6300

Fax: (305) 381-9982

Attorneys for Defendant

**TURKS & CAICOS ISLANDS**

**INVESTMENT AGENCY**

**CERTIFICATE OF SERVICE**

I certify that the foregoing document is being served this 16 day of December 2009 on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

  
Gary M Bagliebter

**SERVICE LIST**

**DR. CHRISTOPHER WALKER v. HALLMARK BANK & TRUST, LTD., ET AL.**

David P. Rowe, Esq.  
Fla. Bar No.: 373575  
E-mail: davidrowe28@hotmail.com  
110 East Broward Boulevard, Suite 1700  
Fort Lauderdale, Florida 33301  
Tel.: (305) 731-0019  
Fax: (954) 323-8628  
*Attorney for Plaintiff*

Phillips P. O'Shaughnessy, Esq.  
Phillips P. O'Shaughnessy, P.A.  
Fla. Bar No.: 119709  
E-mail: philosh@oshaughnessylawfirm.com  
315 S.E. 12<sup>th</sup> Street  
Fort Lauderdale, Florida 33316  
Tel.: (954) 712-0574  
Fax: (954) 712-0576  
*Attorney for Defendants Hallmark  
Bank & Trust and Brian Trowbridge*

Gianluca Morello, Esq.  
Fla. Bar No.: 034997  
E-mail: gmorello@wiandlaw.com  
Wiand Guerra King P.L.  
3000 Bayport Drive, Suite 600  
Tampa, Florida 33607  
Tel. (813) 347-5105  
Fax: (813) 347-5155  
*Attorney for Defendant MasterCard International, LLC*

MIADOCS 3949623 2

12/15/2009 15:24 FAX 6499461464

TCINVEST

002

# McCOLLUM & NEWLANDS

Attorneys, Barristers & Solicitors

W.K. McCollum  
LL.B. (HONS), HL.D., T.E.P.  
A.J. Newlands  
LL.B. (HONS), A.C.A., T.E.P.

Market Place, Suite C12,  
P.O. Box 678,  
Providenciales,  
Turks & Caicos Islands,  
British West Indies

Telephone: (649) 941-3216  
Telephone: (649) 946-4109  
Facsimile: (649) 941-4561  
E-mail: mcnc@tcway.tc  
Webpage: www.claymore.tc

*Of Counsel*  
H.M. Rutter M.A. (Oxon.)  
L.A. Newlan B.A., J.D.  
P. Dioguardi  
Queen's Counsel (Ontario)  
Admiralty / Oil & Gas  
J.A. Phillips (Consultant)

*Senior Associates*

M.K. Green  
LL.B. (HONS), LL.M.  
J.D. Barker LL.B.

May 14, 2009

**DELIVERED**

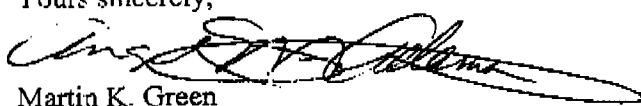
TCI Invest  
Providenciales  
Turks & Caicos Islands, BWI

**Re: Dr. Christopher Walker vs. Hallmark - Case No. 09018377**

Dear Sirs:

We enclose by way of service Summons and Private Member Agreement for the above noted.

Yours sincerely,

  
Martin K. Green  
McCOLLUM & NEWLANDS

12/15/2009 15:24 FAX 6499461464

TCINVEST

003

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY FLORIDA.

CIVIL DIVISION CASE NO. 09018377

DR. CHRISTOPHER WALKER  
Plaintiff,

vs

HALLMARK  
Defendant,

SUMMONS  
(Civil Action)

THE STATE OF FLORIDA  
TO EACH SHERIFF OF SAID STATE:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant:

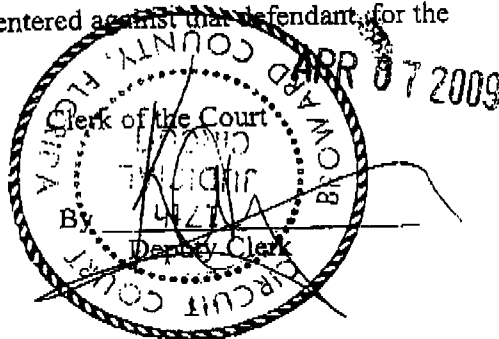
*TCI Investment*  
~~PROVIDENCIALES~~  
PROVIDENCIALES  
Turks and Caicos Island,

Each defendant is required to serve written defense to the complaint or petition on Plaintiff's Attorney, whose name and address are as follows:

David P. Rowe Esq.  
110 E. Broward Boulevard., Suite 1700  
Fort Lauderdale, Fl. 33301

Within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses, with the Clerk of the Court, either before service on Plaintiff's Attorney, or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

Dated on \_\_\_\_\_



08/25/2009 14:13 FAX 64994131

STANFIELD GREENE

003

mail.google.com/mail/?ui=2&ik=591d48a6cd&view=att&th=12055966e565ce88&atid=0.1&disp=val&resletid=f.fswnbm10&zw

3/30/09 12:59 PM

IN THE CIRCUIT COURT OF THE 17<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA  
CIVIL DIVISION

CASE NO.:

09018377

CHRISTOPHER WALKER, MD,

Plaintiff

vs.

HALLMARK BANK & TRUST LTD., a foreign corporation, BRIAN TROWBRIDGE a  
foreign citizen, MASTERCARD WORLDWIDE, a New York corporation,  
MASTERCARD INTERNATIONAL, LLC, a Florida Corporation, DAVID SMITH, a  
foreign citizen, WAYNE SMITH, a foreign citizen, OVERSEAS LOCKET  
INTERNATIONAL CORPORATION, a foreign corporation, THE TURKS AND  
CAICOS ISLANDS INVESTMENT AGENCY, a foreign corporation, and MICHAEL  
MISICK, a foreign citizen

Defendants

A TRUE COPY  
MAR 30 2009  
COURT CLERK  
BROWARD COUNTY, FL

14

COMPLAINT

Plaintiff, Christopher Walker, MD, (hereinafter "Plaintiff"), by and through undersigned counsel, files this, his Complaint against Defendants, HALLMARK BANK & TRUST LTD. (hereinafter "HALLMARK"), BRIAN TROWBRIDGE (hereinafter "TROWBRIDGE"), MASTERCARD WORLDWIDE and MASTERCARD INTERNATIONAL LLC (together "MASTERCARD"), DAVID SMITH (hereinafter "SMITH"), OVERSEAS LOCKET INTERNATIONAL CORPORATION (hereinafter "OLINT"), THE TURKS AND CAICOS ISLANDS INVESTMENT AGENCY (hereinafter "TCIA"), and MICHAEL MISICK (hereinafter "Misick") (collectively referred to as "Defendants"), and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, Christopher Walker, MD, a citizen of the United States and of Jamaica, currently resides and

06/25/2009 14:13 FAX 6499413

STANFIELD GREENE

004

[http://mail.google.com/mail/?ui=2&ik=591d46e6cd&view=att&th=12055966e565ce88&ui=0.1&dipp=van&realid=f\\_swnbrt10&zw](http://mail.google.com/mail/?ui=2&ik=591d46e6cd&view=att&th=12055966e565ce88&ui=0.1&dipp=van&realid=f_swnbrt10&zw)

3/30/09 12:59 PM

- practices medicine in Orlando, Florida.
- 2. Defendant, Hallmark Bank & Trust, LTD., a foreign corporation based in the Turks & Caicos and, based upon information and belief, has significant business contacts with the state of Florida as explained in greater detail below.
- 3. Defendant, Brian Trowbridge, a foreign citizen, is a principal of HALLMARK and, based upon information and belief, has significant business contacts with the state of Florida as explained in greater detail below.
- 4. Defendant, MasterCard Worldwide, is a New York corporation, maintains a wholly owned Florida Limited Liability Corporation and a Florida registered agent based in Broward County, Florida, as well as has significant business contacts with the state of Florida
- 5. Defendant, MasterCard International LLC, is a Florida Limited Liability Corporation owned by MasterCard Worldwide, maintains an address in Broward County, Florida for service of process purposes.
- 6. Defendant, David Smith, a foreign citizen, is the principal of OLINT and a partial owner and principal of HALLMARK, and, based upon information and belief, has significant business contacts with the state of Florida as explained in greater detail below.
- 7. Defendant, OLINT, is a foreign corporation organized under the laws of Jamaica, and operating out of the Turks & Caicos and, based upon information and belief, Florida. The Jamaican operations of OLINT, based upon information and belief, were being run by Wayne Smith, David Smith's brother.
- 8. Defendant, TCII, is a foreign agency located in the Turks and Caicos which encourages foreign investment in the Turks & Caicos islands.
- 9. Defendant, MISICK, is a citizen of the Turks and Caicos, and until his recent resignation, was the Premier of the Turks and Caicos Islands.
- 10. This is an action seeking damages in excess of \$15,000.
- 11. This court has jurisdiction over Defendant HALLMARK, because, based upon information and belief, they have committed a tort, in whole or in part, have sent written materials and card products to residents of Broward County, or have otherwise transacted business in the State of Florida and Broward County.
- 12. This court has jurisdiction over Defendant, TROWBRIDGE, because, upon information and belief, said Defendant as principal for HALLMARK was responsible for sending materials and card products to Broward County, Florida, and has committed a tort, in whole or in part, or has otherwise transacted business in the State of Florida as described in greater detail below.
- 13. This court has jurisdiction over Defendants MASTERCARD, as, upon information and belief, said Defendants were transact significant business with residents of Broward County, send mail to and receive mailed applications from Broward County, and send card products to residents of Broward County, and said Defendants have committed a tort, in whole or in part, or have otherwise transacted business in the State of Florida as described in greater detail below.
- 14. This court has jurisdiction over Defendant, SMITH, because, upon information and belief, said Defendant was operating a business of foreign currency trading, based upon information and belief, at least in part, from Orlando, Florida, and said Defendant has committed a tort, in whole or in part, or has otherwise transacted business in the State of Florida as described in greater detail below.
- 15. This court has jurisdiction over Defendant, OLINT, as, upon information and belief, said Defendant was operating a business of foreign currency trading in Orlando, Florida, and said Defendant has committed a tort, in whole or in part, or has otherwise transacted business in the State of Florida as described in greater detail below.
- 16. Venue is proper in this district as one or more of the individual defendant entities owns maintains a location for service of process in Broward County as well as they all transact significant business

06/25/2009 14:14 FAX 64994131

STANFIELD GREENE

005

tp://mail.google.com/mail/?ui=2&ik=591d46e6cd&view=att@th=12055966e563ce88&attid=0.1&disp=vah&realatid=f\_fwvnbmt0&zw

3/30/09 12:59 PM

within the County.

- 17. All conditions precedent to the filing of this action have occurred, been performed, been waived or are otherwise excused.

**GENERAL ALLEGATIONS**

- 18. Defendant, OLINT, and OLINT'S principal, Defendant SMITH, invest in foreign currency exchange trading through various trading platforms (called "FOREX"). Although OLINT was a Jamaican corporation, OLINT operated their FOREX trading mainly in the Turks & Caicos. In Jamaica, OLINT's business operations were being run by another principal, Wayne Smith, David's brother. As early as 2006, OLINT had announced that it would transfer part of its FOREX trading business to Orlando, Florida.<sup>1</sup>
- 19. Defendant HALLMARK is a banking institution operating out of the Turks & Caicos. HALLMARK offers MasterCard card products and conspicuously displays the MasterCard logo<sup>2</sup>, and proudly proclaims their alliance with MasterCard.
- 20. Defendant TROWBRIDGE is an attorney operating out of the Turks & Caicos and also serves as Director, CEO and Chairman of HALLMARK.<sup>3</sup>
- 21. HALLMARK and OLINT signed an operating agreement whereby HALLMARK agreed to operate as a conduit to funnel money from investors into an "investment club," in this case OLINT. Essentially investors [including Plaintiff] would remit funds to HALLMARK at which time HALLMARK would remit the funds to OLINT. [See OPERATING AGREEMENT. Attached hereto as "Exhibit A."]
- 22. HALLMARK, and/or their principals and agents, traveled to Jamaica to recruit investors for this scheme, and co-signed multiple account agreements with investors while in Jamaica.
- 23. TROWBRIDGE was paid over \$300,000 for his dealings with OLINT and SMITH and was unjustly enriched<sup>4</sup>.
- 24. Due to the aggressive advertising of the high rate of returns that Defendants OLINT and SMITH engaged in, Plaintiff decided to invest in OLINT on or around September of 2007. At this time principles or agents of OLINT proposed that Plaintiff invest with assurances that he could have access to his money at any time through OLINT's online accounting website (the "website").
- 25. Plaintiff was also encouraged to invest because Defendants MASTERCARD endorsed Defendant HALLMARK'S business by partnering with them to offer card products. MASTERCARD'S reputation created a situation that made HALLMARK appear to be a strong and legitimate banking institution, which further induced multiple investors, including Plaintiff, to feel more secure about investing with OLINT.
- 26. Defendants MASTERCARD were a third-party beneficiary to HALLMARK'S involvement with OLINT and SMITH'S fraudulent activities.
- 27. Defendants MASTERCARD are still affiliated with HALLMARK despite their business practices and HALLMARK is still using the MASTERCARD name and reputation to gain clients.
- 28. Defendant TCII is an independent governmental agency that is mandated to attract offshore investment to the Turks and Caicos islands. Conrad C. Higgs was the CEO of TCII.<sup>5</sup> TCII encouraged investors, some based in Florida, to invest in companies located in, and within the islands of the Turks and Caicos. In addition, TCII did nothing to discourage investors from investing in OLINT and HALLMARK before or after their fraudulent behavior and business practices came to light.
- 29. Defendant MISICK was the first Premier of the Turks and Caicos. Defendant MISICK, by virtue of his political position was also the Minister for the Commerce and Development and The Turks and

06/25/2009 14:14 FAX 6499413

STANFIELD GREENE

008

pi://mail.google.com/mail/?ui=2&ik=591d46b8cd&view=att&th=12055966e565ce88&attid=0.1&disp=vh&realid=f\_swnbrct0kzw

3/30/09 12:59 PM

- Caicos Island Investment agency. As Minister to TCII, and in other capacities, MISICK encouraged investors, some based in Florida, to invest in companies located in, and within the islands of the Turks and Caicos. In addition, MISICK did nothing to discourage investors from investing in OLINT and HALLMARK before or after their fraudulent behavior and business practices came to light.
30. The governor of the Turks and Caicos, upon suspicion of corruption within the government, requested a Commission of Inquiry be dispatched from London, with The Right Honorable Sir Robin Auld serving as the Commissioner of Inquiry. Sir Auld was tasked with investigating the corruption charges, levied at MISICK himself, members of his immediate and extended family, among others.
  31. Sir Robin Auld's report suggested that there was "systemic" corruption within the government of the Turks & Caicos and suggested that the Constitution of the Turks and Caicos be partially suspended, with governmental duties being handled by the British.
  32. Upon the release of the report, MISICK resigned his political position.<sup>6</sup>
  33. Plaintiff signed an agreement with Defendant OLINT, the terms of same would govern Plaintiff's account with OLINT. This agreement was co-signed by OLINT [SMITH was the actual signatory, being principal of OLINT] and HALLMARK. OLINT and HALLMARK are equally liable for damages to Plaintiff.
  34. During 2007, Plaintiff entered into an agreement with representatives from OLINT and HALLMARK and was provided a terms that apply to the account (the "Agreement") with OLINT to open an account whereby OLINT was to invest Plaintiff's funds in foreign currency exchange trading. Based upon the Agreement and other representations made by Defendants and their principals, including Defendant SMITH, Plaintiff was to receive a significant return on his respective investment. OLINT and HALLMARK are both liable for damages to Plaintiff.
  35. Plaintiff was promised that he would be able to access his account information through OLINT'S interactive website, including access for deposits, withdrawals, and the general monitoring of the account as more fully described below.
  36. Plaintiff made multiple deposits to his account at OLINT and was continually promised full access to his money, including the ability to withdrawal it fully, if he so desired.
  37. Beginning in early 2008, Plaintiff repeatedly made written and oral requests for the withdrawal of Plaintiff's funds, to Defendant OLINT, and several principles and employees of same, in accordance with the terms of Plaintiff's Agreement.
  38. Notwithstanding such demands by Plaintiff, OLINT, has failed to respond to Plaintiff's requests for the withdrawal of the Plaintiff's funds, in breach of the Agreement.
  39. Upon information and belief, OLINT and SMITH sent multiple wire transfers to the United States in order to evade the Jamaican and Turks & Caicos authorities that were investigating OLINT and SMITH'S business practices.
  40. Also upon information and belief, multiple wire transfers totaling roughly \$100 million from OLINT and/or SMITH were sent to the United States, and based upon information and belief, HALLMARK was involved in wire transfers to and from OLINT and SMITH.
  41. Plaintiff never authorized the transfer of his funds from his account at OLINT to any other person or business entity. The money wire transfer to MARTINEZ was done without knowledge or permission from Plaintiff.
  42. Based upon information and belief, principals from OLINT and HALLMARK, including but not limited to, SMITH and TROWBRIDGE conspired to defraud investors, including Plaintiff and HALLMARK and TROWBRIDGE were instrumental in laundering money for OLINT and SMITH.
  43. Defendants have refused the repeated requests to return Plaintiff's money.
  44. Upon information and belief, OLINT'S principals have fled Jamaica avoid the Jamaican authorities and have absconded with Plaintiff's funds and deposited and/or invested them into several entities,

Page 4 of 14

p.6

06464970

User

Jun 25 09 12:10P

06/25/2009 14:15 FAX 64994131

STANFIELD GREENE

007

cp://mail.google.com/mail/?ui=2&ik=591d44e6cd&view=att&th=12055966e565ca88&attid=0.1&disp=vh&relattid=f\_fswbmti0&zw

3/30/09 12:59 PM

with the intent to hinder, delay, or defraud Plaintiff's efforts to recover his funds with the assistance of HALLMARK and TROWBRIDGE.

- 45. Defendant SMITH has been arrested, in the Turks & Caicos, for his involvement in OLINT'S fraudulent activities and charged with fraud. <sup>7</sup>
- 46. By this action, Plaintiff, is seeking to recover the principle and profit of his account with OLINT. According to the terms of the Agreement, OLINT was to use Plaintiff's funds for foreign currency exchange trading. HALLMARK and TROWBRIDGE are equally responsible for the mis-dealings of OLINT and SMITH because they co-signed Plaintiff's Agreement. However, due to Defendant's fraudulent misconduct, Plaintiff has lost access to his funds and/or has completely lost his funds, and as a result has suffered substantial damages.
- 47. Plaintiff is also seeking damages for OLINT and HALLMARK'S breach of the Agreement by failing to honor requests made by Plaintiff for the withdrawal of his funds, depriving Plaintiff of his property for an indefinite period of time, which resulted in OLINT, HALLMARK, and their principals (including Defendants SMITH and TROWBRIDGE) being unjustly enriched.
- 48. Plaintiff has had to hire the undersigned attorney, as well as counsel in Jamaica and England in an attempt to recover his funds, and has had to pay attorney's fees for same.
- 49. Plaintiff has suffered losses of approximately \$2.4 million due to the misconduct of Defendants.

**COUNT I**

**CIVIL RICO PREDICATED UPON MONEY LAUNDERING PURSUANT TO CHAPTER 896 OF THE FLORIDA STATUTES**

- 50. Plaintiff reasserts and re-alleges the allegations set forth in paragraphs 1 through 49 as though fully set forth herein.
- 51. This is an action for civil RICO predicated money laundering against all Defendant's pursuant to Chapter 896 of the Florida Statutes.
- 52. Defendants intentionally participated in this scheme to defraud Plaintiff of both money and property.
- 53. Defendants carried out the scheme by means of material misrepresentations regarding OLINT, and the aforementioned returns on Plaintiff's investment, Plaintiff's access to principal and profit, and other such benefits from 2007, and continuing through the present time, both orally and through various documents, through the Website, and through emails from OLINT.
- 54. Defendants through their principals and agents, including Defendants TROWBRIDGE and SMITH, used both the United States mail and United States wires to effectuate the scheme. Beginning in or about early 2007, Defendants used the mail to send OLINT related information, to obtain monies from Plaintiff, and to aid in the inducement of additional investment in OLINT. In addition, Defendants, through their principals, including Defendants TROWBRIDGE and SMITH, made extensive use of the United States wires in connection with the scheme in several ways, including but not limited to: telephonic conversations with Plaintiff, in which misrepresentations were made, the use and transferring of funds paid by Plaintiff, and the misrepresentations made through the website and emails of OLINT, as part of Defendant's continued scheme to defraud.
- 55. Defendants TCII and MISICK were aware [or became aware] of OLINT'S, SMITH'S, and/or HALLMARK'S activities and business practices and did nothing to discourage investors from investing in the scheme. In fact, they continued to encourage investment in same.
- 56. Defendants committed a number of overt acts that constitute sufficient racketeering activity in furtherance of the conspiracy including but not limited to:

06/25/2009 14:15 FAX 6499413

STANFIELD GREENE

008

x://mail.google.com/mail/?ui=2&ik=591d46a5cd&view=att&th=12055966e565ce88&asid=0.1&id#p=vah@realistid=f,fswnbmt06zw

3/30/09 12:59 PM

a. Making misrepresentations through their agents both verbally and through materials provided to Plaintiff including misstatements as to the accessibility of his investment, its purpose, and return thereon, as follows:

I. Defendants, and their agents, falsely represented and warranted that Plaintiff would have continued access to his investments via OLINT'S online portal, which would allow Plaintiff to monitor, adjust, and withdrawal his investments immediately;

II. Defendants, and their agents, falsely represented and warranted that Plaintiff's investment would be used for foreign currency exchange trading. Upon information and belief, Defendant OLINT'S principals, including Defendant SMITH, have absconded with Plaintiff's funds and/or transferred them into affiliated entities or to affiliated parties, including HALLMARK, among others, for personal gain and/or with the intent to hinder, delay, or defraud Plaintiff's efforts to recover his funds;

III. Defendants, and their agents, falsely represented and warranted that Plaintiff would receive a significant return on his investment. However, Defendant OLINT, never intended to return Plaintiff's funds and has created an elaborate suspension of operations to avoid same and delay/escape suspicion of their actions. Based upon information and belief, HALLMARK assisted OLINT in laundering and/or transferring money from OLINT after they were made aware of OLINT'S true business practices.

b. causing Plaintiff to enter into an agreement and requiring Plaintiff to provide Defendants with large sums of money to invest in OLINT by way of HALLMARK;

c. beginning in the beginning of 2008, denying Plaintiff access to his funds and/or accounts and records through the actions of Defendants, and/or their principals or agents;

d. through the actions of Defendants, and/or their principals or agents, misrepresenting to Plaintiff the status of OLINT and/or his investments in same to prevent him from discovering the fraud; and

e. acting in concert with one another to continue the concealment of their fraudulent conduct.

57. Defendants have derived income, and continue to derive income, from their racketeering activities as described above, especially in light of the tremendous sum of money that was transferred to the United States through HALLMARK.

58. Plaintiff reasonably relied on Defendant's misrepresentations, which contained false representations and warranties that reasonably induced Plaintiff to "invest" in OLINT.

59. As a consequence of Plaintiff's reasonable reliance, Plaintiff has suffered, and continues to suffer, injuries and damages.

60. Plaintiff has retained undersigned counsel and is obligated to pay his attorney a reasonable fee.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in his favor and against defendants, awarding Plaintiff damages, including but not limited to, treble damages, together with interest, reasonable attorney's fees and costs and any other such remedy as this Court deems necessary.

COUNT II

Page 6 of 14

g'd

0264970

Use 12:11p JUN 26 09

06/25/2009 14:16 FAX 64994131

STANFIELD GREENE

009

http://mail.google.com/mail/?ui=2&ik=991d468dcd&view=att@th=12055966e365ca68&attid=0.1&disp=vh&realattid=f\_swnbmt0&zw

7/30/09 12:59 PM

**CIVIL RICO PREDICATED UPON MAIL AND WIRE FRAUD  
PURSUANT TO CHAPTER 895 OF THE FLORIDA STATUTES**

- 61. Plaintiff reasserts and re-alleges the allegations set forth in paragraphs 1 through 49 as though fully set forth herein.
- 62. This is an action for civil RICO predicated upon mail and wire fraud against all Defendant's pursuant to Chapter 895 of the Florida Statutes.
- 63. Defendants intentionally participated in this scheme to defraud Plaintiff of both money and property.
- 64. Defendants carried out the scheme by means of material misrepresentations regarding OLINT, and the aforementioned returns on Plaintiff's investment, Plaintiff's access to principal and profit, and other such benefits from 2007, and continuing through the present time, both orally and through various documents, through the Website, and through emails from OLINT.
- 65. Defendants through their principals and agents, including Defendants TROWBRIDGE and SMITH, used both the United States mail and United States wires to effectuate the scheme. Beginning in or about early 2007, Defendants used the mail to send OLINT related information, to obtain monies from Plaintiff, and to aid in the inducement of additional investment in OLINT. In addition, Defendants, through their principals, including Defendants TROWBRIDGE and SMITH, made extensive use of the United States wires in connection with the scheme in several ways, including but not limited to: telephonic conversations with Plaintiff, in which misrepresentations were made, the use and transferring of funds paid by Plaintiff, and the misrepresentations made through the website and emails of OLINT, as part of Defendant's continued scheme to defraud.
- 66. Defendants TCI and MISICK were aware [or became aware] of OLINT'S, SMITH'S, and/or HALLMARK'S activities and business practices and did nothing to discourage investors from investing in the scheme. In fact, they continued to encourage investment in same.
- 67. Defendants committed a number of overt acts that constitute sufficient racketeering activity in furtherance of the conspiracy including but not limited to:

a. Making misrepresentations through their agents both verbally and through materials provided to Plaintiff including misstatements as to the accessibility of his investment, its purpose, and return thereon, as follows:

I. Defendants, and their agents, falsely represented and warranted that Plaintiff would have continued access to his investments via OLINT'S online portal, which would allow Plaintiff to monitor, adjust, and withdrawal his investments immediately;

II. Defendants, and their agents, falsely represented and warranted that Plaintiff's investment would be used for foreign currency exchange trading. Upon information and belief, Defendant OLINT'S principals, including Defendant SMITH, have absconded with Plaintiff's funds and/or transferred them into affiliated entities or to affiliated parties, including Defendant HALLMARK, among others, for personal gain and/or with the intent to hinder, delay, or defraud Plaintiff's efforts to recover his funds; and

III. Defendants, and their agents, falsely represented and warranted that Plaintiff would receive a significant return on his investment. However, Defendant OLINT, never intended to return Plaintiff's funds and has created an elaborate suspension of operations to avoid same and delay/escape suspicion of their actions.

06/25/2009 14:16 FAX 649941

STANFIELD GREENE

010

http://mail.google.com/mail/?ui=2&ik=591d46e6cd&view=att&th=12055960e565ce88&arrid=0.1&dcp=vah&re=accrid=f\_lowbmt0&zw

3/30/09 12:55 PM

- b. causing Plaintiff to enter into an agreement and requiring Plaintiff to provide Defendants with large sums of money to invest in OLINT through HALLMARK;
  - c. beginning in the beginning of 2008, denying Plaintiff access to his funds and/or accounts and records through the actions of Defendants, and/or their principals or agents;
  - d. through the actions of Defendants, and/or their principals or agents, misrepresenting to Plaintiff the status of OLINT and/or his investments in same to prevent his from discovering the fraud; and
  - e. acting in concert with one another to continue the concealment of their fraudulent conduct.
68. Defendants have derived income, and continue to derive income, from their racketeering activities as described above, especially in light of the tremendous sum of money that was transferred to the United States through HALLMARK.
69. Plaintiff reasonably relied on Defendant's misrepresentations, which contained false representations and warranties that reasonably induced Plaintiff to "invest" in OLINT.
70. As a consequence of Plaintiff's reasonable reliance, Plaintiff has suffered, and continues to suffer, injuries and damages.
71. Plaintiff has retained undersigned counsel and is obligated to pay his attorney a reasonable fee. Pursuant to Chapter 895 of the Florida Statutes, Plaintiff is entitled to recover his attorney's fees from Defendants in this action.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment in his favor and against Defendants, awarding Plaintiff damages, including but not limited to, treble damages, together with interest, reasonable attorney's fees and costs and any other such remedy as this Court deems necessary.

COUNT III

FRAUDULENT CONVEYANCE

- 72. Plaintiff reasserts and re-alleges the allegations set forth in paragraphs 1 through 49 as though fully set forth herein.
- 73. This is an action for fraudulent conveyance pursuant to Chapter 726 of the Florida Statutes.
- 74. Defendant OLINT, and their agents and principals, including Defendant SMITH, knowingly made misrepresentations of material fact that induced Plaintiff to remit funds to OLINT for the Defendant's financial gain. These misrepresentations include, but are not limited to:
  - a. Making misrepresentations through their agents both verbally and through materials provided to Plaintiff including misstatements as to the accessibility of his investment, its purpose, and return thereon, as follows:
    - I. Defendants, and their agents, falsely represented and warranted that Plaintiff would have continued access to his investments via OLINT'S online portal, which would allow Plaintiff to monitor, adjust, and withdrawal his investments immediately;
    - II. Defendants, and their agents, falsely represented and warranted that Plaintiff's investment would be used for foreign currency exchange trading. Upon information and belief, Defendant

010

9464970

User Jun 25 09 12:11p

06/25/2009 14:17 FAX 64994131

STANFIELD GREENE

011

http://mail.google.com/mail/?ui=2&ik=591d48a6cd&view=att&th=12055966e565ca88&attid=0.1&disp=vh&realattid=f\_swbm10&zw

2/30/09 12:52 PM

OLINT'S principals, including Defendant SMITH, have absconded with Plaintiff's funds and/or transferred them into affiliated entities or to affiliated parties, including Defendants HALLMARK, among others, for personal gain and/or with the intent to hinder, delay, or defraud Plaintiff's efforts to recover his funds; and

III. Defendants, and their agents, falsely represented and warranted that Plaintiff would receive a significant return on his investment. However, Defendant OLINT, never intended to return Plaintiff's funds and has created an elaborate suspension of operations to avoid same and delay/escape suspicion of their actions.

- b. causing Plaintiff to enter into an agreement and requiring Plaintiff to provide Defendants with large sums of money to invest in OLINT and HALLMARK;
- c. beginning in the beginning of 2008, denying Plaintiff access to his funds and/or accounts and records through the actions of Defendants, and/or their principals or agents;
- d. through the actions of Defendants, and/or their principals or agents, misrepresenting to Plaintiff the status of OLINT and/or his investments in same to prevent his from discovering the fraud; and
- e. acting in concert with one another to continue the concealment of their fraudulent conduct.

75.

Defendant OLINT, and/or their principals or authorized agents, made the statements described above, on an ongoing basis, with the intent to hinder, delay, and/or defraud Plaintiff of his investment, for reasons including, but not limited to, the following:

- a. upon information and belief, the transfer of assets went to Florida, because the assets went from OLINT, through its principals, including Defendant SMITH, to individual Defendants directly and/or into affiliated entities of OLINT at least partially through HALLMARK.
- b. upon information and belief, after the transfer, Defendants retained control of the assets because the assets were transferred to individual defendants directly and/or into affiliated entities of OLINT;
- c. upon information and belief, the transfer of assets was concealed as Plaintiff was never informed of said transfer;
- d. upon information and belief, prior to the transfer, OLINT has pending lawsuits and/or the threat of future lawsuits;
- e. upon information and belief, Plaintiff's funds have been absconded with, and transferred into affiliated entities or to affiliated parties for personal gain

- 76. Moreover, upon information and belief, despite its obligation to Plaintiff, Defendants transferred assets from OLINT and HALLMARK to those affiliated entities described above for no consideration, or without receiving reasonably equivalent value.
- 77. As a direct and proximate result of Defendant's actions, Plaintiff has suffered, and continues to suffer, injuries and damages.

06/25/2009 14:17 FAX 6499413

STANFIELD GREENE

012

http://mail.google.com/mail/hul=2&ik=591d46a5cd&view=attach=12055966e565ca88&attid=0.1&disp=vh&reulatid=f,fswnbmUQ&zw

3/30/09 12:59 PM

**WHEREFORE**, Plaintiff respectfully requests this Court enter judgment in his favor and against Defendants awarding Plaintiff damages, together with interest, costs and such further relief as this Court deems necessary, just and proper.

**COUNT IV  
CIVIL CONSPIRACY**

- 78. Plaintiff reasserts and re-alleges the allegations set forth in paragraph 1 through 49 as though fully set forth herein.
- 79. This is an action for civil conspiracy against all Defendants.
- 80. Defendants conspired with each other to defraud Plaintiff of monies intended to be invested for foreign currency exchange trading in OLINT.
- 81. Defendants committed a number of overt acts in furtherance of the conspiracy including, but not limited to:
  - a. Making misrepresentations through their agents both verbally and through materials provided to Plaintiff including misstatements as to the accessibility of his investment, its purpose, and return thereon, as follows:
    - I. Defendants, and their agents, falsely represented and warranted that Plaintiff would have continued access to his investments via OLINT'S online portal, which would allow Plaintiff to monitor, adjust, and withdrawal his investments immediately;
    - II. Defendants, and their agents, falsely represented and warranted that Plaintiff's investment would be used for foreign currency exchange trading. Upon information and belief, Defendant OLINT'S principals, including Defendant SMITH, have absconded with Plaintiff's funds and/or transferred them into affiliated entities or to affiliated parties, including Defendant HALLMARK, among others, for personal gain and/or with the intent to hinder, delay, or defraud Plaintiff's efforts to recover his funds; and
    - III. Defendants, and their agents, falsely represented and warranted that Plaintiff would receive a significant return on his investment. However, Defendant OLINT, never intended to return Plaintiff's funds and has created an elaborate suspension of operations to avoid same and delay/escape suspicion of their actions.
  - b. causing Plaintiff to enter into an agreement and requiring Plaintiff to provide Defendants with large sums of money to invest in OLINT and HALLMARK;
  - c. beginning in the beginning of 2008, denying Plaintiff access to his funds and/or accounts and records through the actions of Defendants, and/or their principals or agents;
  - d. through the actions of Defendants, and/or their principals or agents, misrepresenting to Plaintiff the status of OLINT and/or his investments in same to prevent his from discovering the fraud; and
  - e. acting in concert with one another to continue the concealment of their fraudulent conduct.

06/25/2009 14:17 FAX 6499413

STANFIELD GREENE

013

http://mail.google.com/mail/?ui=2&ik=591d48a8cd&view=attach=12053968e565ce88&attid=0.1&disp=va&realattid=f\_swnbmt00&zw

3/30/09 12:59 PM

- 82. Defendants TCI and MISICK were aware [or became aware] of OLINT'S, SMITH'S, and/or HALLMARK'S activities and business practices and did nothing to discourage investors from investing in the scheme. In fact, they continued to encourage investment in same.
- 83. Defendants MASTERCARD did nothing to remove their affiliation with HALLMARK, and in fact still maintain and affiliation with HALLMARK even in light of their dealings with OLINT and SMITH.
- 84. Plaintiff reasonably relied on the misrepresentations described above, which induced Plaintiff to "invest" in OLINT and HALLMARK.
- 85. As a direct and proximate result of Defendants' actions, Plaintiff has suffered, and continues to suffer, injuries and damages.
- 86. Plaintiff has retained undersigned counsel and is obligated to pay his attorney a reasonable fee.

WHEREFORE, Plaintiff, respectfully requests this Court enter judgment in his favor and against Defendants, awarding Plaintiff damages, together with interest, costs and such further relief as this Court deems necessary, just and proper.

COUNT V

FRAUDULENT MISREPRESENTATION

- 87. Plaintiff reasserts and re-alleges the allegations set forth in paragraphs 1 through 49 as though fully set forth herein.
- 88. This is a cause of action for fraud against Defendants.
- 89. Defendants OLINT, SMITH, TROWBRIDGE, and HALLMARK knowingly made misrepresentations of material fact that induced Plaintiff to remit funds to HALLMARK and OLINT for Defendant's financial gain. These misrepresentations include, but are not limited to:

a. Making misrepresentations through their agents both verbally and through materials provided to Plaintiff including misstatements as to the accessibility of his investment, its purpose, and return thereon, as follows:

I. Defendants, and their agents, falsely represented and warranted that Plaintiff would have continued access to his investments via OLINT'S online portal, which would allow Plaintiff to monitor, adjust, and withdrawal his investments immediately;

II. Defendants, and their agents, falsely represented and warranted that Plaintiff's investment would be used for foreign currency exchange trading. Upon information and belief, Defendant OLINT'S principals, including Defendant SMITH, have absconded with Plaintiff's funds and/or transferred them into affiliated entities or to affiliated parties, including Defendants HALLMARK, among others, for personal gain and/or with the intent to hinder, delay, or defraud Plaintiff's efforts to recover his funds; and

III. Defendants, and their agents, falsely represented and warranted that Plaintiff would receive a significant return on his investment. However, Defendant OLINT, never intended to return Plaintiff's funds and has created an elaborate suspension of operations to avoid same and delay/escape suspicion of their actions.

06/25/2009 14:18 FAX 8499413

STANFIELD GREENE

014

http://mail.google.com/mail/?ui=2&ik=591d48a6cd&view=attach=12055906e563ca884&attid=0.1&disp=vh&rsalastid=f..fewnbmtf0&zw

3/30/09 12:59 PM

- b. causing Plaintiff to enter into an agreement and requiring Plaintiff to provide Defendants with large sums of money to invest in OLINT;
  - c. beginning in the beginning of 2008, denying Plaintiff access to his funds and/or accounts and records through the actions of Defendants, and/or their principals or agents;
  - d. through the actions of Defendants, and/or their principals or agents, misrepresenting to Plaintiff the status of OLINT and/or his investments in same to prevent him from discovering the fraud; and
  - e. acting in concert with one another to continue the concealment of their fraudulent conduct.
90. Plaintiff justifiably relied upon Defendant's false statements and misrepresentations, as Plaintiff and Defendants OLINT and HALLMARK entered into the agreement described above, each performed under its terms until Summer of 2008, and Defendants did not provide any objective indication of an intent to defraud Plaintiff throughout the parties' discussions and negotiations.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in his favor and against Defendants, awarding Plaintiff damages, together with interest, costs and such further relief as this Court deems necessary, just and proper.

COUNT VI

BREACH OF CONTRACT

- 91. Plaintiff reasserts and re-alleges the allegations set forth in paragraphs 1 through 49 as though fully set forth herein.
- 92. This is a breach of contract action against Defendants OLINT, HALLMARK, SMITH, and TROWBRIDGE.
- 93. Defendants OLINT and HALLMARK, and their principals and agents, provided Plaintiff with terms that would govern his account, including the assurance that Plaintiff could withdrawal any or all of his money at any time. These terms represent a contract with Plaintiff. Additionally representations were made to Plaintiff orally by principals or agents of OLINT and HALLMARK that also represent a contract with Plaintiff.
- 94. After these contracts were finalized, Plaintiff invested a substantial sum of money with OLINT. Pursuant to the contracts, Plaintiff was to have continuous access to his account and significant returns on his investment.
- 95. According to the informational materials and representations of OLINT, OLINT was to use Plaintiff's funds for foreign currency exchange trading through various trading platforms. All of the relevant account information was to be accessible through OLINT'S interactive website, including immediate access by Plaintiff for deposits, withdrawals, and the general monitoring of the account.
- 96. Plaintiff has repeatedly made written and oral requests to Defendants, providing Defendants with sufficient notice, to withdrawal funds from his account with OLINT.
- 97. Despite such demands, Defendants breached the Agreement by failing to return the requested principle and profits, totaling \$2.4 million, owed to Plaintiff.
- 98. Defendant's breach has caused, and will continue to cause, Plaintiff injuries and damages.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment against Defendants awarding Plaintiff damages and such further relief as this Court deems necessary, just and proper.

06/25/2009 14:18 FAX 6499413

STANFIELD GREENE

015

http://mail.google.com/mail/?ui=2&ik=591d46a6cd&view=att&th=12055966e565ce88&attid=0.1&disp=va&realattid=f\_sawnbrms0&zw

3/30/09 12:59 PM

**COUNT VII  
UNJUST ENRICHMENT**

- 99. Plaintiff reasserts and re-alleges the allegations set forth in paragraph 1 through 49 as though fully set forth herein.
- 100. This is an action for unjust enrichment against all Defendants.
- 101. Plaintiff has conferred upon Defendants a substantial benefit in the form of monies intended to be invested in foreign currency exchange trading to be conducted by OLINT, in an amount in excess of \$2 million.
- 102. Defendants have failed to return the monies to Plaintiff and have failed to perform their obligations as promised to him, despite the fact that OLINT represented the fact that Plaintiff would have access to and receive substantial profits from keeping the money in his account at OLINT.
- 103. Defendants MASTERCARD have been unjustly enriched as a third-party beneficiary to their relationship with HALLMARK.
- 104. Defendants TCII and MISICK have been unjustly enriched as a third-party beneficiary to their encouraging of investment in HALLMARK and OLINT.
- 105. It is inequitable for Defendants to retain the monies.

**WHEREFORE**, Plaintiff respectfully requests this Court to enter judgment for the Plaintiff against Defendants, awarding Plaintiff damages, and such further relief as this Court deems necessary, just and proper.

**COUNT VIII  
ACCOUNTING**

- 106. Plaintiff reasserts and re-alleges the allegations set forth in paragraphs 1 through 49 as though fully set forth herein.
- 107. Plaintiff entered into the Agreement described above wherein Defendants OLINT and SMITH acted as investment manager and was entrusted with Plaintiff's funds to trade in foreign currency exchange with the funds he remitted to OLINT and HALLMARK.
- 108. Defendant HALLMARK, SMITH and OLINT failed to honor Plaintiff's withdrawal requests for the return of his funds and remittance of profits thereon.
- 109. Through misrepresentation, deceit, abuse of a confidential relationship, conversion and unjust enrichment, Defendants have absconded with substantial funds belonging to Plaintiff.
- 110. Plaintiff is entitled to an accounting of all actions taken and property transferred pursuant to his Agreement.

**WHEREFORE**, Plaintiff respectfully requests this Court enter an order requiring Defendants to account for all actions taken and property transferred pursuant to his Agreement, awarding Plaintiff his attorney's fees and costs, and with such relief as this Court deems necessary, just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury of all claims triable.

Respectfully submitted,

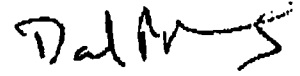
06/25/2009 14:19 FAX 6499413

STANFIELD GREENE

016

http://mail.google.com/mail/?ui=2&ik=591d40e6cd&view=as&as=12055988e565ce886&artid=0.1&disp=va&realatid=f\_swnbmtf0&zw

3/30/09 12:59 PM



David P. Rowe  
Florida Bar No.: 373575  
Law offices of David P. Rowe

110 E. Broward Blvd.  
Suite 1700  
Fort Lauderdale, FL 33301

(305)731-0019

JS 44 (Rev. 2/08)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

**I. (a) PLAINTIFFS**  
 DR. CHRISTOPHER WALKER  
 (b) County of Residence of First Listed Plaintiff Orange  
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)  
 David P Rowe, Esq.  
 110 East Broward Blvd., Ste 1700  
 Fort Lauderdale, FL 33301 (954-323-8628)

*09CV61978  
 JIC/BSS*

**DEFENDANTS**  
 HALLMARK BANK & TRUST LTD., et al and TURKS & CAICOS ISLANDS INVESTMENT AGENCY  
 County of Residence of First Listed Defendant \_\_\_\_\_  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)  
 Maxine M Long, Esq., Shutts & Bowen, LLP, 201 S Biscayne Blvd., Ste, 1500, Miami, FL 33131 (305) 358-6300

(d) Check County Where Action Arose:  MIAMI-DADE  MONROE  BROWARD  PALM BEACH  MARTIN  ST. LUCIE  INDIAN RIVER  OKEECHOBEE HIGHLANDS

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)  
 1 U.S. Government Plaintiff  
 3 Federal Question (U.S. Government Not a Party)  
 2 U.S. Government Defendant  
 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
 (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>PERSONAL INJURY - Med. Malpractice</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN** (Place an "X" in One Box Only)  
 1 Original Proceeding  
 2 Removed from State Court  
 3 Re-filed- (see VI below)  
 4 Reinstated or Reopened  
 5 Transferred from another district (specify)  
 6 Multidistrict Litigation  
 7 Appeal to District Judge from Magistrate Judgment

**VI. RELATED/RE-FILED CASE(S).** (See instructions second page):  
 a) Re-filed Case  YES  NO prior removal  
 b) Related Cases  YES  NO  
 JUDGE James I. Cohn DOCKET NUMBER 09-60746-CIV

**VII. CAUSE OF ACTION**  
 Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Civil RICO, fraud, unjust enrichment, breach of contract, etc.  
 Foreign Sovereign Immunity Act 28 USC Sections 1602, et seq.  
 LENGTH OF TRIAL via \_\_\_\_\_ days estimated (for both sides to try entire case)

**VIII. REQUESTED IN COMPLAINT:**  
 CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  
 DEMAND \$ 2.4 million  
 CHECK YES only if demanded in complaint:  
 JURY DEMAND:  Yes  No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE  
 SIGNATURE OF ATTORNEY OR RECORD [Signature] DATE 12/16/09

FOR OFFICE USE ONLY  
 AMOUNT \_\_\_\_\_ RECEIPT # \_\_\_\_\_ IFP \_\_\_\_\_  
548331