

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X	:	
TRIMETA CAPITAL LIMITED,	:	
	:	Index No.
Petitioner,	:	
	:	
- against -	:	
	:	<u>PETITION</u>
GREENBERG TRAURIG, LLP	:	
	:	
Respondent,	:	
-----X	:	

Petitioner, Trimeta Capital Limited (“Trimeta”), by its attorneys, Johnson & Associates, complaining of the Respondent, Greenberg Traurig, LLP (“Greenberg Traurig”), alleges upon information and belief as follows:

THE PARTIES

1. At all times hereinafter mentioned, Trimeta is and has been a family owned investment fund registered in the Cayman Islands, a self-governing British Overseas Territory, with an office in Dubai, the United Arab Emirates.

2. Upon information and belief, Greenberg Traurig is a law firm with an office located at One Vanderbilt Avenue, New York, New York.

3. On or about January 18, 2021, Trimeta and Greenberg Traurig entered into a written retainer agreement (“Retainer Agreement”) providing in pertinent part:

Governing Law, Etc. All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of New York irrespective of conflicts of law principles that might otherwise apply.

4. Jurisdiction is proper in New York County on the basis of the choice of law clause in the Retainer Agreement.

5. The Retainer Agreement further provides that:

Specifically, to the maximum extent permitted by law and applicable Ethics Rules, any disagreement, controversy or dispute (“Disagreements”) arising under, concerning or otherwise relating to this Agreement, this engagement, our services for you or your affiliates, our billing and bills (including without limitation any claimed legal malpractice, negligence, breach of contract, breach of fiduciary duty, fraud, or other legal or ethical theory as to any allegedly improper conduct by GT) will be resolved by confidential binding arbitration before the American Arbitration Association in *Manhattan, New York*, in accordance with its rules for business and commercial arbitrations then in effect.

6. Venue is proper in New York County on the basis of the choice of forum clause in the Retainer Agreement and on the basis of the location of Greenberg Traurig’s office.

THE ARBITRATION

7. In or about April of 2022, Trimeta was served by Greenberg Traurig with a demand for arbitration (“Demand”) in front of the International Center for Dispute Resolution (“ICDR”), upon information and belief an arbitral body administered by the American Arbitration Association, in a proceeding captioned *Greenberg Traurig, LLP v. Trimeta Capital Limited., Laurus Limited, ICDR Case 01-22-0001-7659* (the “Arbitration”).

8. The Demand seeks \$1,639,575.50 in legal fees Greenberg Traurig claims it is owed by Trimeta on breach of contract and unjust enrichment legal theories, along with 18% annual interest on that amount, attorney’s fees, and costs.

9. As of the date hereof, Greenberg Traurig’s claims against Trimeta are scheduled to go to final hearing at the ICDR in October of 2023.

10. During 2021, Greenberg Traurig had jointly represented Trimeta and Laurus Limited, upon information and belief a limited liability company registered in the Republic of Seychelles (“Laurus”), in connection with their attempted acquisition of Church’s Holding Corp. (“Church’s), reportedly the third largest chain of chicken focused quick service restaurants in the

world.

11. That acquisition never closed because Laurus failed to fulfill its written promises to finance that acquisition. Laurus also failed to fulfill its written promises to pay Greenberg Traurig the legal fees it is seeking to recover in the Arbitration.

FACTUAL BACKGROUND

12. Petitioner incorporates by reference each and every allegation set forth in paragraphs numbered “1” through “11,” above, as though more fully set forth at length herein.

13. During 2020, Trimeta and Jaye Sinclair, a South African promoter having experience in the quick service restaurant business sector (“Sinclair”), learned that Church’s had been placed up for sale by FFL Partners, LLC (“FFL Partners”), a San Francisco based investment firm that owed it.

14. In or about December of 2020, Sinclair represented to Trimeta that he had a long term personal relationship with Guy Kebble, another South African, who he said was the ultimate beneficial owner of Laurus (“Kebble”). Sinclair was fully aware that Trimeta lacked sufficient assets to acquire Church’s by itself. At the same time, Sinclair represented to Trimeta that Laurus, Kebble or Kebble’s family had assets sufficient to finance an acquisition of Church’s.

15. On or about December 17, 2020, Laurus provided a “comfort letter” to Trimeta in which it represented that it had assets “sufficient to provide funding of \$350,000,000 (Three hundred and fifty Million United States Dollars), for the acquisition” of Church’s.

16. In or about December of 2020, Sinclair, acting on behalf of Laurus and Kebble, and Trimeta began negotiating a partnership agreement between Trimeta and Laurus which would have covered acquisition of Church’s and ownership and operation of the entity into

which Church's would be merged. Laurus' contribution to that proposed partnership was to include, *inter alia*, financing all of the transaction costs of the acquisition of Church's.

17. Although Trimeta and Laurus were working together on an acquisition of Church's, they never signed a partnership or joint venture agreement or formed a jointly owned entity to make the acquisition. They remained separate and independent business entities.

18. From the outset, Greenberg Traurig was fully aware that Laurus and Trimeta are separate business entities that had not signed a partnership agreement. In an email dated January 11, 2021, Alan Greenfield, Esq., upon information and belief a shareholder in Greenberg Traurig located in their Chicago, Illinois office ("Greenfield"), asked Sinclair and Trimeta, "Do you have a partnership agreement in place with Laurus Limited or is that a task you will need us to assist with?" to which Sinclair replied on the same date "[we] are working on our partnership agreement at the moment." That exchange occurred just three days before Greenberg Traurig emailed the Retainer Agreement to Laurus and Trimeta for execution.

19. In or about December of 2020, Rance Hesketh ("Hesketh") who was brought in by Sinclair to work with him on the deal, recommended that Trimeta and Laurus retain Greenberg Traurig to act as their deal counsel for purposes of conducting the requisite due diligence and acquiring Church's, along with serving as corporate counsel for the formation of a new entity into which Church's would be merged and reviewing all related documents for those transactions, including shareholder agreements to be signed by Sinclair, Laurus, and Trimeta and an employment agreement between that new entity and Sinclair.

20. On or about January 1, 2021, Sinclair introduced Trimeta to Greenfield. That initial introduction was made via email, following which Trimeta spoke directly with Greenfield by telephone in a conference call with Sinclair, Chad Striker, Esq., upon information and belief a

shareholder in Greenberg Traurig located in their Chicago, Illinois office, and Hesketh a few days later.

21. Sinclair acted as Trimeta's "point person" in negotiating a written retainer agreement with Greenberg Traurig. Trimeta subsequently was told by Sinclair that he was doing the same for Laurus.

22. Sometime after December 31, 2020, Trimeta learned from emails Greenfield was exchanging with Sinclair and Hesketh that Church's was a client of Greenberg Traurig.

23. On or about January 7, 2021, Trimeta received a copy of a "conflict waiver letter" drafted by Greenberg Traurig pursuant to which Greenberg Traurig, Church's, and Trimeta waived any claims of conflicts with respect to a prospective representation of Trimeta. On the same date, Trimeta received an email from Greenfield asking Trimeta to sign that letter. Greenberg Traurig did not allow Trimeta an opportunity to negotiate the terms of that letter.

24. Trimeta assumed, naively, that the conflicts created by Greenberg Traurig representing both sides to a corporate merger transaction had been resolved by them in accordance with any United States laws, regulations, rules or professional ethics requirements, otherwise Greenfield would not have advised Trimeta to sign that waiver letter.

25. Trimeta never received a copy of a conflict waiver letter by and among Greenberg Traurig, Church's, and Laurus.

26. In addition to those of Sinclair, Trimeta made a few comments on a draft retainer agreement distributed by Greenberg Traurig, mostly seeking additional clarity about the scope of services to be rendered, confirmation that Greenberg Traurig would not represent another bidder for Church's, and clarification of their compensation structure, which led to their adding budget amounts and a success fee as reflected in the Retainer Agreement. In those negotiations, Trimeta

always relied exclusively on the legal advice of Greenberg Traurig as to what is legal and ethical under United States law in attorney retainer agreements.

27. In emails dated January 10 and January 11, 2021, Greenfield discussed opinions he had received from Greenberg Traurig's "general counsel" regarding the issues Sinclair and Trimeta had raised. In those same emails, Greenfield wrote, "if the deal closes you make us whole and then you designate us as Church's legal counsel going forward" and "Chad and I are trying to come up with something that seems like a fair partnership." Trimeta had no reason to question the legal ethics opinions of Greenberg Traurig's "general counsel" on whom Greenfield was relying.

28. On or about January 14, 2021, Trimeta received a copy of an email in which Sinclair asked Greenberg Traurig to add Laurus' name to the draft retainer agreement. That request created the attorney-client relationship between Greenberg Traurig and Laurus pursuant to which Laurus memorialized its financial obligations to Greenberg Traurig set forth in the Retainer Agreement.

29. On or about January 14, 2021, Trimeta received the final version of the Retainer Agreement from Greenberg Traurig which states, "If this Agreement is acceptable, please sign and return a copy to me" and "Please countersign a copy of this letter and return it to us to confirm your assent to this Agreement," along with an email from Greenfield asking Trimeta to sign the Retainer Agreement.

30. On January 18, 2021 Trimeta executed the Retainer Agreement and emailed a copy thereof to Greenberg Traurig as instructed by them.

31. It was not until late November of 2022 that Trimeta learned for the first time from Greenberg Traurig's document production in the Arbitration that Laurus never signed the

Retainer Agreement or the January 7, 2021 conflict wavier letter with Church's and Greenberg Traurig that Trimeta signed.

32. The Retainer Agreement provides for payment of an initial retainer in the amount of \$100,000 upon receipt of the Retainer Agreement.

33. Trimeta believed it was Laurus' responsibility alone to pay that initial retainer and that Greenberg Traurig understood that. Consequently, Trimeta never paid that initial retainer.

34. It was not until late March or early April of 2021 that Trimeta learned from Greenberg Traurig that Laurus had not paid that initial retainer. Subsequently, Sinclair assured Trimeta during multiple telephone calls that Laurus was making the payment.

35. At no time has Greenberg Traurig ever asked Trimeta to pay the \$100,000 initial retainer they knew was to be paid only by Laurus. Instead, they charged ahead with work on the acquisition of Church's as though Laurus had made the payment promised by Sinclair.

36. At no time did Greenberg Traurig advise Trimeta of the existence of New York's court administered "Part 137" fee dispute resolution program or of Trimeta's right to judicial review *de novo* of any award by an arbitrator of legal fees to Greenberg Traurig.

37. Greenberg Traurig's Demand does not mention New York's "Part 137" fee dispute resolution program or right to a judicial review *de novo* of any award by an arbitrator of legal fees to it.

38. The Retainer Agreement states, "We anticipate the budget for phase 1 of the legal diligence on Church's to be approx. US\$100,000. We anticipate the overall legal diligence cost will be approximately US\$300,000. You understand that these budgets may need to be adjusted from time to time; however, we agree to obtain your prior written approval before exceeding a budget."

39. At no time did Greenberg Traurig ever seek or receive Trimeta's approval to exceed the foregoing budget amounts of \$100,000 and \$300,000.

40. The first time that Trimeta heard that Greenberg Traurig's billings on the deal to acquire Church's might exceed \$100,000 or even \$300,000 was on or about April 20, 2021 when it received a copy of a first invoice addressed to both Trimeta and Laurus in the amount of \$1,639,575.50.

41. At the direct request of Sinclair, on or about April 28, 2021 Greenberg Traurig tendered a revised first invoice in the amount of \$1,639,575.50 only to Laurus, confirming for Trimeta that Greenberg Traurig understood and agreed that only Laurus would be responsible for paying its legal fees.

42. In or about May of 2021, Sinclair informed Trimeta that Laurus was moving the funds needed for it to finance an acquisition of Church's between its bank accounts.

43. In or about June of 2021, Trimeta concluded that Laurus probably would never be providing funding for an acquisition of Church's based upon its failure to do so up to that time. In fact, upon information and belief Laurus never made any payment to Church's, resulting in Trimeta losing the investment opportunity and the profits that would have flowed therefrom.

44. On or about August 2, 2021, Trimeta learned for the first time from a Church's newsletter and then from an email it received from FFL Partners attaching a press release that Church's had been sold to an investment firm in San Diego, California.

45. In December of 2021, Trimeta attempted to speak to Greenberg Traurig about payment of its invoices, but was rebuffed summarily. Since then, Greenberg Traurig has consistently refused to engage in discussions to resolve its differences with Trimeta.

46. Had Greenberg Traurig informed it of its rights under "Part 137," Trimeta would

have chosen to exercise its right to request arbitration and *de novo* judicial review of any adverse award because there was no logical reason for it not to do so.

47. Had Greenberg Traurig timely informed Trimeta in January of 2021 that there was no conflict waiver letter among Greenberg Traurig, Church's, and Laurus, that Laurus had not signed the Retainer Agreement or that Laurus had not paid the initial retainer of \$100,000, Trimeta would have had an opportunity to secure alternative sources of financing for an acquisition of Church's.

48. Based upon the foregoing and as set forth below, Greenberg Traurig committed the following ethics violations in its dealings with Trimeta:

- Accepting simultaneous employment from multiple clients having conflicting interests, in violation of Rule 1.7;
- Accepting employment in a matter in which Greenberg Traurig had a financial interest in the outcome, in violation of Rule 1.7;
- Failing to obtain written conflict waivers from clients that had conflicting interests, in violation of Rule 1.7;
- Taking a financial interest in the outcome of the representation, in violation of Rule 1.8;
- Exceeding its promised budget limitations on legal fees (by more than 500%) without obtaining the required written approval of the clients, in violation of Rule 1.5; and
- Failing to comply with multiple provisions of 22 NYCRR Part 137 and 22 NYCRR Part 1215.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST GREENBERG
TRAURIG FOR AN ORDER PERMANENTLY STAYING
THE ARBITRATION ON ACCOUNT OF VIOLATIONS OF RULE 1.7**

49. Petitioner incorporates by reference each and every allegation set forth in paragraphs numbered "1" through "48," above, as though more fully set forth at length herein.

50. Under controlling New York law, the ICDR lacks subject matter jurisdiction to hear or to determine any issues arising under the New York Rules of Professional Conduct. *Freeman Lewis LLP, v. Financiera De Desarrollo Industrial Y Commercial S.A., et al.*, 102 N.Y.S.3d 554 (1st Dep’t. 2019); *Bidermann Industries Licensing, Inc., et ano. v. Avmar N.V., Leit Motif, Inc., et ano.*, 173 A.D.2d 401 (1st Dep’t. 1991).

51. Greenberg Traurig violated Rule 1.7 of the New York Rules of Professional Conduct by concurrently representing Church’s, Trimeta, and Laurus. *Saint Annes Dev. Co. v. Batista*, 165 A.D.3d 997, 85 N.Y.S.3d 145 (2d Dep’t. 2018); *Cardinale et al. v. Golinello*, 43 N.Y.2d 288, 401 N.Y.S.2d 191 (2015); *Quinn v. Walsh*, 18 A.D.3d 638, 795 N.Y.S.2d 647 (2d Dep’t. 2005); *Matter of Hof, Jr., et al.*, 196 Misc.2d 636, 766 N.Y.S.2d 500 (2d Dep’t 1984); *Narel Apparel Ltd., Inc., v. American Utex International, et al.*, 92 A.D.2d 913, 460 N.Y.S.2d 125 (2d Dep’t 1983); *Board of Managers of Mccaren Park Mews Condominium v. Mccaren Park Mews LLC*, 981 N.Y.S. 2d 633, 41 Misc.3d 1224(A) (Sup. Ct. Kings Cty. 2013); *Kassis v. Teacher’s Ins. & Annuity Ass’n*, 93 N.Y.2d 611, 717 N.E.2d 674 (1999); *Trustco Bank New York v. Melino*, 164 Misc. 2d 999, 1004, 625 N.Y.S.2d 803 (Sup. Ct. Albany Cty. 1995).

52. Greenberg Traurig also violated Rule 1.7 because its own financial interest in the outcome of the transaction, viz. “you designate us as Church’s legal counsel” and “a fair partnership,” created a direct conflict with Trimeta’s interests as its client.

53. It is respectfully requested that the Court enter judgment on the First Cause of Action herein in favor of Trimeta and against Greenberg Traurig (a) declaring that Greenberg Traurig violated Rule 1.7 of the New York Rules of Professional Conduct and (b) entering an Order permanently staying the Arbitration.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST GREENBERG
TRAURIG FOR AN ORDER PERMANENTLY STAYING
THE ARBITRATION ON ACCOUNT OF VIOLATIONS OF RULE 1.8**

54. Petitioner incorporates by reference each and every allegation set forth in paragraphs numbered “1” through “53,” above, as though more fully set forth at length herein.

55. Through the Retainer Agreement, Greenberg Traurig entered into a business transaction with Trimeta which it described as a “a fair partnership” and pursuant to which “you designate us as Church’s legal counsel” without obtaining the written, informed consent of Trimeta required by Rule 1.8 of the New York Rules of Professional Conduct.

56. It is respectfully requested that the Court enter judgment on the Second Cause of Action herein in favor of Trimeta and against Greenberg Traurig (a) declaring that Greenberg Traurig violated Rule 1.8 of the New York Rules of Professional Conduct and (b) entering an Order permanently staying the Arbitration.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST GREENBERG
TRAURIG FOR AN ORDER PERMANENTLY STAYING
THE ARBITRATION ON ACCOUNT OF VIOLATIONS OF RULE 1.5**

57. Petitioner incorporates by reference each and every allegation set forth in paragraphs numbered “1” through “56,” above, as though more fully set forth at length herein.

58. Greenberg Traurig violated Rule 1.5 of the New York Rules of Professional Conduct by exceeding the budget limits of \$100,000 and \$3300,000 in the Retainer Agreement without the prior written approval of Trimeta.

59. Greenberg Traurig violated Rule 1.5 of the New York Rules of Professional Conduct by billing Trimeta \$1,639,575.50 for work it anticipated would total “approximately US\$300,000.”

60. It is respectfully requested that the Court enter judgment on the Third Cause of Action herein in favor of Trimeta and against Greenberg Traurig (a) declaring that Greenberg Traurig violated Rule 1.5 of the New York Rules of Professional Conduct and (b) entering an Order permanently staying the Arbitration.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST GREENBERG
TRAURIG FOR AN ORDER PERMANENTLY STAYING
THE ARBITRATION ON ACCOUNT OF VIOLATIONS OF 22 NYCRR §137**

61. Petitioner incorporates by reference each and every allegation set forth in paragraphs numbered “1” through “60,” above, as though more fully set forth at length herein.

62. 22 NYCRR §137 (“Part 137”) and 22 NYCRR §1251 require attorneys to give notice to their clients of the client’s right to arbitrate fee disputes and to seek *de novo* judicial review of fee awards. *Deborah Larrison v. Scarola Reavis & Parent LLP*, 11 Misc.3d 572, 812 N.Y.S.2d 243 (Sup. Ct. NY Cty. 2005).

63. The Retainer Agreement and the Demand make no mention of Trimeta’s rights under Part 137, rendering the Retainer Agreement unenforceable.

64. It is respectfully requested that the Court enter judgment on the Fourth Cause of Action herein in favor of Trimeta and against Greenberg Traurig (a) declaring that Greenberg Traurig violated 22 NYCRR §137 and 22 NYCRR §1251 and (b) entering an Order permanently staying the Arbitration.

**AS AND FOR A FIFTH CAUSE OF ACTION AGAINST GREENBERG
TRAURIG FOR AN ORDER PERMANENTLY STAYING
THE ARBITRATION ON ACCOUNT OF VIOLATIONS OF 22 NYCRR §137**

65. Petitioner incorporates by reference each and every allegation set forth in paragraphs numbered “1” through “64,” above, as though more fully set forth at length herein.

66. An actual fee dispute arose among Greenberg Traurig, Trimeta, and Laurus when Laurus failed to sign the Retainer Agreement and failed to pay the \$100,000 initial retainer required by the Retainer Agreement.

67. An actual fee dispute arose between Greenberg Traurig and Trimeta when Greenberg Traurig exceeded the budgets of \$100,000 and then \$300,000 in the Retainer Agreement without Trimeta's prior written approval.

68. When those fee disputes arose, Greenberg Traurig failed to provide Trimeta with the required Part 137 notice.

69. It is respectfully requested that the Court enter judgment on the Fifth Cause of Action herein in favor of Trimeta and against Greenberg Traurig (a) declaring that Greenberg Traurig violated 22 NYCRR §137 and (b) entering an Order permanently staying the Arbitration.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST GREENBERG
TRAURIG FOR AN ORDER PERMANENTLY BARRING GREENBERG
TRAURIG FROM RECOVERING ANY LEGAL FEES FROM TRIMETA**

70. Petitioner incorporates by reference each and every allegation set forth in paragraphs numbered "1" through "69," above, as though more fully set forth at length herein.

71. Attorneys who violate the New York Rules of Professional Conduct are not entitled to be paid or to recover legal fees for their services. *Doviak v. Finkelstein & Partners, LLP*, 90 A.D.3d 696, 934 N.Y.S.2d 467 (2d Dep't. 2011); *Matter of Winston*, 214 A.D.2d 677, 625 N.Y.S.2d 927, (Mem)-928 (2d Dep't 1995).

72. By reason of its violations of Rules 1.5, 1.7, and 1.8 of the New York Rules of Professional Conduct and violations of 22 NYCRR §137 and 22 NYCRR §1251, Greenberg Traurig is not entitled to charge any legal fees to or to receive any legal fees from Trimeta.

73. It is respectfully requested that the Court enter judgment on the Sixth Cause of Action herein in favor of Trimeta and against Greenberg Traurig (a) declaring that Greenberg Traurig violated Rules 1.5, 1.7, and 1.8 of the New York Rules of Professional Conduct and violated 22 NYCRR §137 and 22 NYCRR §1251 and (b) entering an Order permanently barring Greenberg Traurig from charging any legal fees to or receiving any legal fees from Trimeta.

74. No prior application has been made to this or any other court for the relief requested herein.

WHEREFORE, petitioner, Trimeta Capital Limited, demands judgment as follows:

1. On the First Cause of Action, an Order by this Court declaring that Greenberg Traurig violated Rule 1.7 of the New York Rules of Professional Conduct and permanently staying the Arbitration;

2. On the Second Cause of Action, an Order by this Court declaring that Greenberg Traurig violated Rule 1.8 of the New York Rules of Professional Conduct and permanently staying the Arbitration;

3. On the Third Cause of Action, an Order by this Court declaring that Greenberg Traurig violated Rule 1.5 of the New York Rules of Professional Conduct and permanently staying the Arbitration;

4. On the Fourth Cause of Action, an Order by this Court declaring that Greenberg Traurig violated 22 NYCRR §137 and 22 NYCRR §1251 and permanently staying the Arbitration;

5. On the Fifth Cause of Action, an Order by this Court declaring that Greenberg Traurig violated 22 NYCRR §137 and permanently staying the Arbitration;

6, On the Sixth Cause of Action, an Order by this Court declaring that Greenberg Traurig violated Rules 1.5, 1.7, and 1.8 of the New York Rules of Professional conduct and 22 NYCRR §137 and 22 NYCRR §1251 and permanently barring Greenberg Traurig from charging any legal fees to or receiving any legal fees from Trimeta; and

7. For such other and further relief as may be just and proper.

Dated: New York, New York
January 12, 2023

Pursuant to 22 NYCRR § 130-1.1-a:

JOHNSON & ASSOCIATES

/s/ Bruce D. Johnson

By: Bruce D. Johnson

Attorneys for Petitioner

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New York, New York 10022

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VERIFICATION

AYAZ HIRIDJEE, affirms the following to be true under the penalties of perjury pursuant to CPLR §2106 (b):

1. I am the Chief Executive Officer of petitioner Trimeta Capital Limited (“Trimeta”) in the within action and I am familiar with the facts and circumstances of this special proceeding.
2. I have read the Petition and the same is true of my knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.
3. The grounds for my belief as to all matters therein stated on information and belief are derived from my review of Trimeta’s books and records, my discussions with others, including my attorneys, and my personal knowledge of the facts and transactions alleged herein.

I affirm this 13th day of January, 2023 under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.



AYAZ HIRIDJEE