Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
MARITIME COMMUNICATIONS/LAND MOBILE, LLC	)	EB Docket No. 11-71 FCC File Nos. 0004030479, et al.
	)	
Participant in Auction No. 61 and Licensee of Various Authorizations in the Wireless Radio Services	)	
	)	
MARITIME COMMUNICATIONS/LAND MOBILE, LLC, DEBTOR-IN-POSSESSION	)	WT Docket No. 13-85 FCC File No. 0005552500
	)	
Application to Assign Licenses to Choctaw Holdings, LLC	)	

To: Marlene H. Dortch, Secretary
Attn: The Commission

MARITIME'S COMMENTS ON THE RECEIVER'S PETITION TO STAY OR HOLD IN ABEYANCE

Maritime Communications/Land Mobile, LLC – Debtor-in-Possession ("Maritime"), by its attorney, tenders the following comments on the March 18, 2016, *Petition to Stay or Hold in Abeyance the Issuance of a Hearing Designation Order* ("*Petition to Stay*") filed by Susan L. Uecker (the "Receiver"), a court-appointed receiver controlling various assets, including Title III authorizations formerly controlled directly or indirectly by Warren C. Havens ("Havens").[1]

[1] The specific Havens AMTS licensees are Environmentel LLC, Verde Systems LLC (formerly Telesaurus-VPC LLC), Intelligent Transportation and Monitoring Wireless LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, and V2G LLC. These will sometimes herein be referred to as the "Havens entities," and the authorizations they hold as the "Havens licenses." Havens also owns, controls, and/or has interest in numerous other FCC licenses in different radio services. The Receiver is charged the fiduciary responsibility for preserving the assets of the Havens entities (including the licenses) for the benefit of Havens, Leong, and any creditors. See *Petition to Stay* at 1.

INTRODUCTION

On April 22, 2015, the Presiding Judge in EB Docket No. 11-17 issued a *Memorandum Opinion and Order* (FCC 15M-14) ("*Referral Order*"), by which he, *inter alia*, certified to the Commission for investigation and possible evidentiary hearing the question whether Havens and the entities controlled by him lacked basic qualifications to be Commission licensees. The Receiver asks the Commission to hold in abeyance the issuance of any such hearing designation order in the expectation this will facilitate the possible assignment of the spectrum to railroad entities for positive train control ("PTC") applications.

Maritime respectfully suggests that, in considering the Receiver's proposal, the Commission must assess and fully investigate numerous and substantial examples of misconduct, calling into serious question the basic qualifications of Havens and the Havens entities to remain a Commission licensees.[2] Set forth below is a brief account of just some of the numerous matters warranting investigation and appropriate action. As discussed herein, Havens has over a number of years engaged in a well-established patter of procedural abuses, not only in the Maritime hearing proceeding, as catalogue in the Referral Order, but also in numerous other matters before Commission. See Section I, below. This pleading also presents information raising a substantial question whether Havens and Leong conspired to conceal the full details of their business relationship in connection with the Havens entities, thereby securing and using auction bidding credits for which they were not eligible.

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[2] In this pleading, unless the context dictates otherwise, references to "Havens" refer collectively to Havens and the Havens entities.

I. HAVENS HAS ENGAGED IN A PATTERN OF PROCEDURAL ABUSE AND CONTEMPT FOR AGENCY AUTHORITY WHICH UDERMINES THE INTEGRITY OF REGULATORY PROCESS.

The *Referral Order* recites numerous instances of misconduct and abuse of process that the Presiding Judge witnessed firsthand during the evidentiary trial phase of Issue G in EB Docket No. 11-71. Among the cited abuses was the untimely and unauthorized submission of a summary decision motion in direct defiance of a specifically established procedural order.[3] The Presiding Judge was "most concerned with false or misleading statements [Havens and his entities] made to support their positions."[4] The judge found that Havens had also "flaunted and disregarded other rulings on summary decision procedures."[5]

Havens continually and repeatedly abused the hearing process, causing untoward delay and exasperating the judge. Many of the charges against Havens stem from his abuse of his disputed *pro se* status in the hearing proceeding. This included such things as Mr. Havens claiming exemption from a protective order because of his pro se status;[6] making "repeated requests for additional time to complete … discovery, yet fail[ing] to engage in any meaningful discovery at times when discovery was reopened";[7] his seeking latitude due to his *pro se* status while actually being assisted by undisclosed legal counsel;[8] having one or more major pleadings

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[3] *Referral Order*, especially at ¶¶ 4-7.

[4] *Id.* at ¶ 9.

[5] *Id.* at ¶ 8.

[6] *Id.* at ¶ 18(a).

[7] *Id.* at ¶ 18(j). This is strikingly similar to behavior for which a federal court sanctioned a Havens entity, Verde Systems, LLC, citing its "fail[ure] to perform 'an inquiry reasonable under the circumstances' and to possess 'evidentiary support' for its factual contentions or to identify those contentions that would 'likely have evidentiary support after a reasonable opportunity for further investigation or discovery.'" *Telesaurus-VPC, LLC v. Power*, 888 F. Supp. 2d 963, 974 (D. Ariz. 2012), quoting FED. R. CIV. P. 11(b), (b)(3), *aff'd*, 584 Fed. Appx. 905 (9th Cir. 2014).

[8] *Referral Order* at ¶ 18(n).

"ghostwritten" by a lawyer while ostensibly acting *pro se*;[9] his refusing to cooperate with the Presiding Judge's legitimate effort to identify what lawyers were assisting him [10] and his repeated violation of the orders expressly prohibiting him from representing the Havens entities. [11] The Presiding Judge also noted that "Havens failed to meet a deadline, then used the unauthorized additional time to respond to pleadings that were timely filed at the deadline."[12]

Havens's abuses are not restricted to the Presiding Judge. He regularly submits to the Commission untimely, frivolous, and repetitive filings. He submitted repeated (and groundless) interlocutory appeals from various rulings in EB Docket No 11-71.[13] He has been repeatedly admonished for his frequent practice of missing established filing deadlines, almost always because he waited until moments before midnight to attempt to file electronically.[14] The Commission has sanctioned Havens for continuing to repeatedly challenge rulings long after the administrative and judicial reviews were final, requiring the Commission to issue no fewer than fourteen orders on the same matter.[15] The sanctions appear to have had little effect.

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[9] *Id.* at¶ 18(o).

[10] *Id.* at ¶ 18(p).

[11] *Id.* at ¶ 18(r).

[12] *Id.* at ¶ 18(q). The event referred to was more than a mere inadvertent missing of a deadline. Although the Presiding Judge had repeatedly shown leniency in this regard, this incident "exhausted the Presiding Judge's patience. … Havens exploited the Presiding Judge's generous flexibility on filing deadlines when he used additional time not available to the other parties to significantly respond to pleadings to which he should not yet have had access." *Memorandum Opinion and Order* (FCC 13M-22; rel Dec. 9, 2013). at ¶ 5.

[13] *E.g.,* 29 FCC Rcd 12856 (2014) & 28 FCC Rcd 11596 (2013).

[14] See, *e.g.*, the following cases, each involving Warren C. Havens and/or entities controlled by him: *Star Wireless, LLC*, 28 FCC Rcd 243, 248-249 (2013); *CGG Veritas Land, Inc*., 26 FCC Rcd 2493, 2493-2495 (2011), *denying recon. of* 25 FCC Rcd 4897 (2010); *Mobex Network Services, LLC*, 25 FCC Rcd 554, 557 (2010);. *Warren C. Havens*, 23 FCC Rcd 3210, 3212 (2008); *Regionet Wireless License, LLC*, 17 FCC Rcd 21263, 21265 (2002); and *In the Matter of Amendment of the Commission's Rules Concerning Maritime Communications*, 17 FCC Rcd 6685, 6691 (2002).

[15] *Warren C. Havens*, 26 FCC Rcd 10888 (2011); 27 FCC Rcd 2756 (2012).

In sum, for at least the past fifteen years Havens has engaged in a consistent pattern of abuse of process, disregard for rules and orders, and contempt for the Commission's regulatory authority. This has greatly slowed and in some cases halted Commission business, imposing an undue burden on the Commission and other parties, and working to the detriment of the public interest. Such behavior, especially when viewed in conjunction with the other serious misconduct discussed below, calls into question whether Havens and the Havens entities are fit licensees.

II. HAVENS AND LEONG CONCEALED AND MISRESPESENTED THE TRUE OWNERSHIP AND CONTROL OF THE HAVENS ENTITIES TO FRAUDULENTLY OBTAIN AUCTION BIDDING.

There is substantial evidence suggesting that Havens and Leong conspired to fraudulently game the Commission's spectrum auction procedures by concealing or misrepresenting ownership and control arrangements that would have disqualified them from eligibility for bidding credits they claimed and used.

In FCC Spectrum Auction No. 39 (VHF Public Coast and Location and Monitoring Services), Havens submitted an application in the name of Telesaurus Holdings GB LLC "Telesaurus"). It was therein represented that Havens was held a controlling 50.1% interest in Telesaurus, while Leong held a non-controlling indirect 49.9% interest. [16] A 2002 civil complaint filed by Leong in Alameda County (California) Superior Court, paints a different picture. Leong stated that in 1998 he and Havens "entered into an oral partnership agreement in connection with" anticipated FCC spectrum auctions. The Leong complaint further explained:

> Under FCC rules, a 35% discount is granted to businesses with Gross revenues of less than $3,000,000 aggregate in the preceding three years. Leong had sold his business in 1998 for in excess of $3,000,000. Leong and Havens, with advice from their lawyers, determined that … if Leong had a majority or equal ownership in the licenses, then Havens and Leong would not qualify for the discount, but that once that three year period passed, then Leong could be an equal owner of the licenses. …

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[16] FCC File No. 0391734526. Similar ownership structures were reported in the short form application of AMTS Consortium LLC in FCC Spectrum Auctions Nos. 57 & 61 (AMTS). FCC File Nos. 0570139368 & 0002186678, respectively.

> Leong and Havens entered into the [oral] Partnership Agreement, which provided in pertinent part as follows: They would each contribute equal sums of money to the partnership, …; Havens would bid in his name alone, thereby qualifying for the 35% discount ….
>
> Havens was to hold a slight majority ownership interest in the licenses … in order to ensure that the partnership would qualify for the 35% FCC discount. Havens and Leong were to each have equal decision making authority with respect to the licenses. The ownership interests were then to be adjusted … at such time as it was determined that the partnership was not in danger of losing the 35% bidding discount.[17]

Havens's own representation to the court corroborates much of Leong's characterization:

> In FCC license auctions, a substantial discount or "bidding credit" of 35% is available if the bidder's past and current financial condition is below a certain threshold. Mr. Havens qualified for this bidding credit, whereas Mr. Leong did not. As a result, the Business was, with the advice of counsel, structured in a matter which would permit Licenses to be purchased at auction with the discount, in compliance with FCC disclosure rules. Mr. Havens and Mr. Leong entered into several oral loan agreements whereby Mr. Leong loaned funds to Mr. Havens, which Mr. Havens used, along with his own funds, to bid for and obtain the Licenses in FCC auctions. The loan agreement gave Mr. Leong the right to convert the loans to non-controlling interest in the LLCs which would be formed to hold the Licenses and pursue the Business. …
>
> Mr. Havens [committed] to transfer certain … Licenses obtained through the FCC auction process into that LLC, when such transfer will not cause the loss of the FCC bidding credit obtained. [18]

Leong's interest made him, at minimum, an affiliate as defined by Section 1.2110(c)(2)(J)(5) of the Commission's Rules,[19] whose business and financial holdings should therefore have been disclosed.[20] But it appears that no financial information was reported for Leong in connection with Auction 39 or any of the subsequent auctions in which Havens participated. By their own admissions, Leong and Havens understood that the bidding entities

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[17] *Leong v. Havens*, No. 2002-070640 (Super. Ct. Cal. Calif., Alameda Co.), Complaint for Declaratory Relief; Breach of Contract; Breach of Fiduciary Duty; Fraud; Dissolution and Accounting; and for Injunctive Relief, filed Oct. 31, 2012 (copy appended hereto as Attachment 1). These allegations remain virtually identical in the Amended Complaint, filed on May19, 2015, and the Second Amended Complaint, filed on Jul. 13, 2015 (copies appended hereto as Attachments 2 and 2B, respectively).

[18] *Leong v. Havens*, *supra*, Petition to Compel Arbitration at p. 2, filed by Havens on Oct. 8, 2003 (copy appended hereto as Attachment 3).

[19] 47 C.F.R. § 1.2110(c)(2)(J)(5).

[20] 47 C.F.R. § 1.2110(b)(1)(i).

would not have qualified for the claimed bidding credit if their relationship have been fully and accurately disclosed.

Havens and Leong attempted to avoid ineligibility by concocting a scheme to temporarily restrict Leong to an alleged minority 49% interest, but the auction regulations preclude such subterfuge. Their understanding that Leong would be given additional interest at such time as it would not result in the bidding entities becoming ineligible for the 35% bidding credit constitutes a future interest, an option. The applicable auction regulations expressly provide that, for purposes of determining designated entity status (including entitlement to bidding credits) any future interests are deemed fully diluted, *i.e.*, "treated as if the rights thereunder already have been fully exercised."[21]

As early as 2002 Leong claimed and sought to exercise negative control, insisting that Havens "should not be taking any actions, entering into agreements, etc., without my consent."[22] Leong maintained that Havens "taking any action without his [*i.e.*, Leong's] agreement [would] be a violation of [their] oral agreement."[23] Havens claims Leong had only a non-controlling minority interest, but he has nonetheless acquiesced in Leong's assumption of negative control by seeking and obtaining Leong's consent to certain transactions.[24]

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[21] 47 C.F.R. § 1.2110(c)(2)(ii)(A)(1).

[22] Email message, dated Sept. 29, 2002, from Leong to Havens business manager Jimmy Stobaugh, attached to the Declaration of James Stobaugh in Opposition to Plaintiff's Motion for Appointment of Receiver, filed May 22, 2015, in *Leong v. Havens*, *supra* (copy appended hereto as Attachment 4). In a pleading only recently filed with this Commission, moreover, Leong asserts that "Havens improperly usurped control of the Entities." *Opposition to "Petition for Reconsideration, to Deny, and for Other Relief*" ("*Leong Opposition*") at 1, filed Mar 24, 2016, in FCC File Nos. 0007061847 & 0007067613. That Havens improperly "usurped" control means that Leong must have had, if not de facto, at least *de jure* control.

[23] *Id.*.

[24] *E.g., Leong v. Havens*, *supra*, Declaration of Warren Havens in Support of Motion for Summary Judgment at pp. 11-12, filed by Havens on Jan. 20, 2006 (copy appended hereto as Attachment 5).

There is a substantial question of material fact whether Leong and Havens concocted a fraudulent scheme designed to secure bidding credits to which they were not entitled in at least three different spectrum auctions (Auctions 39, 57 & 61). The available information clearly indicates that Leong was a knowing participant in the scheme. Even after an apparent falling out between the two men, Leong continued to conceal things from the Commission. In 2002 Leong initiated litigation alleging that Havens was improperly depriving him of a controlling interest in the licenses.[25] But in the ensuing period of nearly fourteen years, Leong never approached the Commission on this or any related matter. Only in the past week did Leong approach the Commission, attempting to explain the fourteen year silence by claiming he was "long attempting to save the Commission from the details of the dispute."[26] But why would one cheated out of a controlling interest in valuable FCC licenses choose to keep the Commission in the dark for more than a decade? The most likely answer is that than Leong was attempting to save his investment. Leong was well aware that revealing details of his fraudulent conspiracy with Havens would jeopardize the very licenses in which he claims a controlling interest.[27]

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[25] *Leong v. Havens* (see footnote 19, *supra*).

[26] *Opposition to "Petition for Reconsideration, to Deny, and for Other Relief*" ("*Leong Opposition*") at 1, filed Mar 24, 2016, in FCC File Nos. 0007061847 & 0007067613.

[27] The Commission should also look into another legal action against Havens, *Jones v. Havens*, No. RG11598985 (Super. Ct. Cal. Calif., Alameda Co.), First Amended Complaint, filed Sep. 24, 2012 (copy appended hereto as Attachment 6). The allegations are strikingly similar to those in the Leong case. It is Maritime's understanding that Havens and Jones reached a settlement, the terms of which are sealed. In light of the Leong situation described, above, the Commission should examine both the terms of the settlement and the actual ownership and control relationship between Havens and Jones at all relevant times.

CONCLUSION

WHEREFORE, Maritime respectfully urges the Commission to conduct a thorough investigation into the qualifications of Havens and Leong, based on the foregoing and any other relevant information that is now known by the Commission or may come to its attention.

Respectfully submitted,

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Dated: March 31, 2016

CERTIFICATE OF SERVICE

I certify that on this 31st day of March, 2016, I caused copies of this document to be served, by U.S.P.S., First Class postage prepaid, on the following parties of record in EB Docket No. 11-71.*

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* Insofar as this pleading relates to WT Docket No. 13-85, it is being electronically filed in that docket ECFS. In accordance with the Commission's March 28, 2013, Public Notice (DA 13-569) at p. 3: "Notwithstanding the restricted nature of this proceeding, … pleadings … filed via the Commission's Electronic Comment Filing System (ECFS) … will not have to be served on the parties."

ATTACHMENT NO. 1

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FILED
ALAMEDA COUNTY
OCT 31 2002
CLERK OF THE SUPERIOR COURT
By _____ Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

--ooOoo--

ARNOLD LEONG, Plaintiff, vs. WARREN HAVENS; and, DOES 1 through 25, inclusive, Defendants.	Case No. 2002070640 COMPLAINT FOR DECLARATORY RELIEF; BREACH OF CONTRACT; BREACH OF FIDUCIARY DUTY; FRAUD; DISSOLUTION AND ACCOUNTING; AND FOR INJUNCTIVE RELIEF

Plaintiff, Arnold Leong (hereinafter "Leong"), alleges as follows:

GENERAL ALLEGATIONS

1. Leong is, and at all times herein was an individual, and is a party to an oral partnership agreement, which was entered into in the county of Alameda, State of California. As such the appropriate jurisdiction and venue for any legal proceedings is Alameda County, California.

2. Leong is informed and believes and on that basis alleges that defendant Warren Havens ("Havens") is an individual residing in Alameda County, California.

3. Leong is presently unaware of the true names or capacities, whether

EXHIBIT E

individual, corporate, association or otherwise, of defendants DOES 1 through 25, inclusive, and therefore Leong sues such defendants by such fictitious names. When the true names and capacities of these defendants become known, Leong will amend this complaint to include their true names and capacities, and will pray leave to amend with the proper allegations made against said defendant.

4. Plaintiff is informed and believes and at this time alleges that each of the defendants herein, including the fictitious defendants, was the agent, employee, servant, partner, joint venturer, or alter ego of each of the other defendants, and in performing each of the acts as alleged, each was acting within the course and scope of said relationship with the knowledge, consent and acquiescence of each of the other defendants

5. All of the Agreements described herein were transacted in the County of Alameda, State of California.

6. In or about November, 1998, Leong and Havens entered into an oral partnership agreement (the "Partnership Agreement") in connection with the future VHF Public Coast ("VPC") radio licensing auction being held by the Federal Communications Commission (the "FCC").

7. Under FCC rules, a 35% discount is granted to businesses with Gross revenues of less than $3,000,000 aggregate in the previous three years. Leong had sold his business in 1998 for in excess of $3,000,000. Leong and Havens, with advice from their lawyers, determined that because Leong sold his business for in excess of $3,000,000, if Leong had a majority or equal ownership of the licenses, then Havens and Leong would not qualify for the discount, but that once the three year period passed, then Leong could be an equal owner of the licenses.

8. On advice of counsel, Leong and Havens entered into the Partnership

Agreement, which provided in pertinent part as follows:

a. They would each contribute equal sums of money to the partnership, which sums would be used to bid on FCC licenses and later build and operate under said licenses;

b. Havens would bid at the licensing auctions, in his name alone, thereby qualifying for the 35% discount from the FCC;

c. Havens was to hold a slight majority ownership interest in the licenses and Leong was to hold a slight minority ownership interest in the licenses in order to ensure that the partnership would qualify for the 35% FCC discount. Havens and Leong were to each have equal decision making authority with respect to the licenses. The ownership interests were then to be adjusted such that Havens and Leong would have equal ownership of the licenses, and would continue to have equal rights with respect to decision making authority, at such time as it was determined that the partnership was not in danger of losing the 35% bidding discount; and,

d. Once licenses were obtained, Havens was to transfer the licenses into a legal entity, such as an LLC, owned by both Havens and Leong. Initially, Havens was to have a slight majority ownership interest, until it was determined that there was no longer a danger of losing the 35% bidding discount, at which time, the ownership interests were to be adjusted so that Havens and Leong had equal ownership interests. At all times, Havens and Leong were to have equal decision making authority.

9. Pursuant to the Partnership Agreement, Leong contributed in excess of $1,215,000.00 between November 1998 and the Summer of 2001, and Haven's acquired approximately 100 licenses, including VHF Public Coast ("VPC") licenses, Location and Monitoring Service ("LMS –1") licenses, 217 Mhz ("AMTS") licenses, and

220 Mhz licenses in his own name. Havens also acquired Location and Monitoring Service ("LMS-2") licenses in the name of Telesaurus Holdings GB, LLC.

10. All documents that were drafted in connection with the Partnership Agreement or subsequent to the Partnership Agreement identify Havens as having a majority ownership interest and Leong having a minority ownership interest in the licenses. This was done for the convenience of the partnership and on the advice of counsel, to ensure that the partnership would not lose the 35% discount.

11. In December of 1999, Havens formed a limited liability company named Telesaurus-VPC, LLC. Ostensibly, it was formed to hold the licenses purchased by Havens, as described in paragraph 9 of this Complaint.

12. In or about May 2001, Havens and Leong were advised by legal counsel that they could hold FCC licenses, jointly (50% each), including voting and ownership interest without losing the 35% bidding discount that was obtained at the FCC auction.

13. On May 29, 2001, Havens drafted a letter to Leong confirming the advice of counsel that they could jointly own the licenses without losing the 35% discount, and indicating his intent to transfer licenses into Telesaurus-VPC, LLC. Havens, in the same letter, indicated that it was his intent to seek prior FCC approval of the license transfer and optional pre-approval of the transfer not causing a loss of the 35% discount.

14. Pursuant to FCC rules, once a license is granted to an entity or individual, the entity or individual holding the license is required to build and operate within five (5) years of the granting of the license. Failure to build and operate within the required timeframe results in forfeiture of the license unless an extension of time, for cause, can be obtained.

15. The VPC licenses are set to expire in the summer of 2004. The LMS-1 licenses are set to expire in the summer of 2004. After obtaining a one-year extension of time, the AMTS licenses are now set to expire in July 2003. The LMS-2 licenses are set to expire in or around the summer of 2006. The 220 Mhz licenses are set to expire in or around the summer of 2006.

16. Havens has not transferred the licenses into a legal entity, has not allowed Leong to share in decision making with respect to the licenses, has not adjusted Leong's ownership interest in the licenses so that Leong has equal ownership interest, has not developed or operated under the licenses, and continues to abuse his position as majority owner of the licenses to benefit himself.

17. Leong is informed and believes and thereon alleges that Havens, who has remained in total control of all bank accounts into which sums have been deposited on behalf of the partnership between Leong and Havens, has used partnership monies to pay for Haven's own personal expenses and/or expenses that Haven's incurred on behalf of unrelated entities.

FIRST CAUSE OF ACTION

(Declaratory Relief - Against All Defendants)

As and for a First cause of Action against all defendants, Leong alleges as follows:

18. Leong incorporates herein by reference each of the allegations set forth in paragraphs 1 through 17, above.

19. An actual controversy exists between Leong on the one hand, and defendants on the other, and Leong contends that he owns 50% of the licenses and 50% of the legal entities (LLCs) and that he is entitled to the benefit of decision making that results from owning 50% of the licenses and the legal entities.

20. No adequate remedy other than herein prayed for exists by which the rights of the parties herein may be determined.

21. Leong desires a judicial determination with respect to the rights and the duties of the parties and a declaration that his contentions listed in items above in paragraph 19 of this complaint are correct. Such declaration is necessary and proper at this time in order that all of the disputes among the parties may be resolved in one action and so as to avoid multiplicity and circuity of legal actions that would otherwise be necessary.

WHEREFORE, Leong prays for judgment as hereinafter set forth.

SECOND CASE OF ACTION

(Breach of Contract - Against All Defendants)

As and for a Second Cause of Action against all defendants, Leong alleges as follows:

22. Leong incorporates by reference each of the allegations set forth in paragraphs 1 through 21, above.

23. The Partnership Agreement between Leong and Havens constitutes a valid, enforceable and binding agreement between the parties.

24. Leong has performed all of his obligations under the agreement with Havens except as excused.

25. Leong has demanded that Havens abide by the terms of the Partnership Agreement and that Havens provide Leong with equal ownership interest in the licenses and the LLCs and that Havens transfer the licenses into a legal entity.

26. Despite Leong's demands, Havens has breached the Partnership Agreement as follows:

a. failing to transfer the licenses to co-ownership with Leong;

b. failing to provide 50% ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses; and,

d. failing to develop and/or operate under the licenses.

27. As a direct and proximate result of Havens' breaches, Leong has suffered damages within the jurisdiction of this court.

WHEREFORE, Leong prays for judgment as hereinafter set forth.

THIRD CAUSE OF ACTION

(Breach of Fiduciary Duty - Against All Defendants)

As and for a Third Cause of Action against all defendants, Leong alleges as follows:

28. Leong incorporates herein by reference each of the allegations set forth in paragraphs of paragraphs 1 through 27, above.

29. As a partner of Leong, Havens owed a fiduciary duty to Leong to act in the highest good faith and to not seek to obtain an unfair advantage in the partnership by the slightest misconduct, misrepresentation, threat or adverse pressure of any kind.

30. Havens breached the fiduciary duty owed to Leong by the conduct discussed above, including but not limited to:

a. failing to transfer the licenses to co-ownership with Leong;

b. failing to provide 50% ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses, the operation of the partnership and operation of the LLCs;

d. failing to develop and/or operate under the licenses; and,

e. abusing his majority membership interest in the LLCs for his own benefit.

31. As a direct and proximate result of Havens' breaches of said fiduciary duties owed by Havens, Leong has suffered special and general damages within the jurisdiction of this court.

32. The conduct of Havens was so fraudulent, malicious, and oppressive as defined by California Civil Code § 3294, so as to warrant an award against him of punitive damages to deter such conduct in the future.

WHEREFORE, Leong prays for judgment as hereinafter set forth.

FOURTH CAUSE OF ACTION

(Fraud -Against All Defendants)

As and for a Fourth Cause of Action against all defendants, Leong alleges as follows:

33. Leong incorporates herein by reference each of the allegations set forth in paragraphs 1 through 32, above.

34. Havens has committed fraud and deceit upon Leong, by acts including but not limited to: (1) inducing Leong to contribute in excess of $2,150,00 for FCC licenses by promising in November of 1998 that Havens and Leong would be equal partners and have equal rights of decision-making and eventually equal ownership over the licenses, without intending to provide Leong with the promised equal right of control or the promised 50% ownership interest in each of the licenses obtained; and, (2) by continuing to assert to Leong that Havens would, at a later date, make certain that Leong was a 50% owner of the licenses with an equal right of control, all the while intending to take no action to ensure such 50% ownership interest.

35. Havens' representations were material and false and he knew or should have known of their falsity.

36. Leong, at the time Havens made these representations and contributed money to obtain the above-referenced licenses, was ignorant of Havens' true intentions and could not in the exercise of due diligence, have discovered Havens' intentions. As such, Leong justifiably relied upon Havens' representations and his duty to disclose to his partners any material facts.

37. As a proximate result of Havens' fraudulent conduct, Leong has suffered damages within the jurisdiction of this court.

38. The conduct of Havens was so fraudulent, malicious, and oppressive as defined by California Civil Code § 3294, so as to warrant an award against them for punitive damages to deter such conduct in the future.

WHEREFORE, Leong prays for judgment as hereinafter set forth.

FIFTH CAUSE OF ACTION

(Dissolution and Accounting)

As and for a Fifth Cause of Action against all defendants, Leong alleges as follows:

39. Leong incorporates herein by reference the allegations set forth in paragraphs 1 through 38, above.

40. Leong is entitled to a dissolution and accounting on two separate and distinct grounds. First, because Leong is a 50% owner of the partnership and the LLCs, and he desires a dissolution and accounting, he is statutorily entitled to said relief. Additionally, Leong is entitled to dissolution and accounting based on Havens' abuse of his position in the partnership and the LLCs, as discussed further in the following paragraphs.

41. Since the commencement of the partnership, Havens has taken several actions that contravene the Partnership Agreement between Leong and Havens and which are detrimental to the partnership, the LLCs and to Leong's interests, which actions include but are not limited to the following:

a. failing to transfer the licenses to co-ownership with Leong;

b. failing to provide 50% ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses, the partnership or the LLCs;

d. failing to develop and/or operate under the licenses; and,

e. abusing his majority membership interest in the LLCs for his own benefit.

42. Leong is entitled to dissolution of the partnership and LLCs by court decree, pursuant to the California Corporations Code, in that Havens' conduct has prejudicially affected the carrying out of the partnership business, and the business can no longer be carried on for the partners' mutual benefit or advantage.

43. Leong is not in possession of the partnerships' nor the LLCs' books, assets or accounts. The amount of the partnership assets and liabilities is unknown to Leong and cannot be ascertained without an accounting of profits and losses that occurred during the operation of the partnership business and the LLCs.

44. To prevent further injustice, this court should dissolve the partnership between Leong and Havens, dissolve the LLCs and require an accounting of all partnership and LLC business, assets and property.

WHEREFORE, Leong prays for judgment as hereinafter set forth.

SIXTH CAUSE OF ACTION

(Temporary Restraining Order and Preliminary Injunction Against Havens)

As and for a Sixth Cause of Action against defendant Havens and DOES 1 through 25, inclusive, Leong alleges as follows:

45. Leong incorporates herein by reference each of the allegations set forth in paragraphs 1 through 44, inclusive.

46. Havens' conduct as alleged herein, unless enjoined and restrained by order of this court, will cause great and irreparable injury to Leong. Said conduct includes, but is not limited to the following:

a. failing to transfer the licenses to co-ownership with Leong;

b. failing to provide 50% ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses;

d. failing to develop and/or operate under the licenses; and,

e. abusing his majority membership interest in the LLCs for his own benefit.

47. Good cause exists to issue a temporary restraining order and preliminary injunction in that irreparable injury will result if these orders are not made. Presently, Havens has effectively shut Leong out of the partnership and LLCs and Leong is not being permitted to participate in the ongoing management and control of partnership assets, including approximately 100 cellular band width licenses, all of which Havens presently claims to have sole right of management and control. Should a temporary restraining order and preliminary injunction not be ordered, Havens will be free to sell or lease partnership assets or enter into agreements that impact the partnership or

the LLCs, without Leong's authorization, even though Leong is supposed to have equal right to management and control.

48. Presently, Havens is attempting to negotiate an agreement with Motorola. Leong, although notified of this development, is without a voice as to whether the partnership or the LLCs go forward with any transaction. Additionally, if any sums are received from Motorola, there is no mechanism in place to guarantee that Leong will receive any of said sums, even though Leong is supposed to be an equal owner, with equal control of the partnership and the LLCs.

49. Leong has no adequate remedy at law, in that Havens will have transacted business on behalf of the partnership and/or the LLCs, without Leong's consent, and which transactions may negatively impact Leong's interests. As well, without the requested order, Havens will have the ability to successfully assign, transfer, hypothecate and sequester assets of the Leong/Havens partnership and/or Telesaurus VPC, LLC and Telesaurus Holdings GB, LLC and Leong will be unable to recover his fair share of the assets of the Leong/Havens partnership or the LLCs.

WHEREFORE, Leong prays for judgment as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Leong prays for judgment as set forth as follows:

1. For a declaratory judgment establishing that Leong is entitled to a fifty-percent ownership interest of the VPC, LMS-1, LMS-2, 220Mhz and AMTS licenses, with equal right of control, and to a fifty-percent ownership interest in any other partnership or LLC assets;

2. For compensatory damages according to proof at trial;

3. For an order dissolving the partnerships and the LLCs and requiring an accounting of all partnership and LLC assets and liabilities;

4. For reasonable attorneys fees permitted by law;

5. For Leong's costs of suit;

6. For interest as permitted by law;

7. For punitive damages, pursuant to the Third and Fourth Causes of Action;

8. For a temporary restraining order and preliminary injunction, enjoining Havens and his agents, servants, employees, and all persons acting under, in concert with, or for them, from transacting business of the Havens/Leong Partnership, Telesaurus VPC, LLC or Telesaurus Holdings GB, LLC, or assigning, transferring, hypothecating or disposing of any of the remaining assets of the partnerships and/or the LLCs without prior written consent of Leong;

9. For such other and further relief as the court deems proper.

DATED: October 30, 2002

OSMAN & GOHEL

By: RICHARD W. OSMAN
Attorneys for Plaintiff
ARNOLD LEONG

ATTACHMENT NO. 2

ATTACHMENT NO. 2

ATTACHMENT NO. 2

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MAY 19 2015

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

ARNOLD LEONG, Plaintiff, v. WARREN HAVENS, also known as eitt líf koma nú griðastaðir, an individual, ENVIRONMENTEL LLC, ENVIRONMENTEL-2 LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, V2G LLC, ATLIS WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, VERDE SYSTEMS LLC, TELESAURUS HOLDINGS GB, LLC, and DOES 1 through 30, inclusive, Defendants.	CASE NO.: 2002-070640 **AMENDED COMPLAINT** AS TO ALL DEFENDANTS: Equitable and Injunctive Relief, including Appointment of a Receiver AS TO DEFENDANTS WARREN HAVENS, also known as eitt líf koma nú griðastaðir, an individual, ENVIRONMENTEL LLC, ENVIRONMENTEL-2 LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, V2G LLC, ATLIS WIRELESS LLC, and SKYBRIDGE SPECTRUM FOUNDATION: Dissolution and Accounting; Constructive Trust; Unjust Enrichment; Declaratory Relief; Breach of Fiduciary Duty; Fraud; Breach of the Implied Covenant of Good Faith and Fair Dealing; Minority Shareholder Suppression **DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff ARNOLD LEONG and alleges as follows:

THE PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Arnold Leong ("Leong" or "Plaintiff") is, and at all limes herein was, an individual, and is a party to an oral partnership agreement and written limited liability company agreements, which were entered into in the County of Alameda, State of California. As such, the appropriate jurisdiction and venue for any legal proceedings is Alameda County, California.

2. Leong is informed and believes and on that basis alleges that respondent Warren Havens, also known as eitt líf koma nú griðastaðir, ("Havens') is an individual residing at 2509 Stuart Street, Berkeley, California 94705.

3. VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

4. TELESAURUS HOLDINGS GB, LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

5. ENVIRONMENTEL LLC (formerly known as AMTS CONSORTIUM LLC and a wholly owned subsidiary of defendant VERDE SYSTEMS LLC(formerly known as TELESAURUS-VPC, LLC)) is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

6. ENVIRONMENTEL-2 LLC (a wholly-owned subsidiary of ENVIRONMENTEL LLC) is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

7. INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

8. V2G LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

9. ATLIS WIRELESS LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

10. SKYBRIDGE SPECTRUM FOUNDATION is a purported Delaware nonprofit corporation, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

11. All of the agreements described herein were transacted in the County of Alameda, State of California.

12. Havens has admitted to a former business partner that he purposefully set up the intricate web of corporate entities described herein to deliberately confuse anyone, including his partner, Leong, who attempted to discern accurately how these companies were managed and operated. At all times Havens acted by and purported to act by and through various entities, including but not limited to defendants VERDE SYSTEMS LLC; TELESAURUS HOLDINGS GB, LLC; ENVIRONMENTEL LLC; ENVIRONMENTEL-2 LLC; INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC; V2G LLC; ATLIS WIRELESS LLC, and SKYBRIDGE SPECTRUM FOUNDATION (collectively, the "Defendant Entities"). Each of the Defendant Entities are, and always have been, sham companies and the alter egos of Havens. Moreover, each of the Defendant Entities are, and always have been, sham corporations and the alter ego of each of the other Defendant Entities.

13. Defendants ENVIRONMENTEL LLC; ENVIRONMENTEL-2 LLC; INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC; V2G LLC; ATLIS WIRELESS LLC, and SKYBRIDGE SPECTRUM FOUNDATION are, and at all relevant times were, subsidiaries and/or joint ventures of VERDE SYSTEMS LLC and/or TELESAURUS HOLDINGS GB, LLC.

14. The true names or capacities, whether individual, associate, corporate, or otherwise of defendants charged in this complaint (the "Complaint") as Does 1 through 30, inclusive, and each of them, are unknown to Leong, who therefore sues said defendants by such fictitious names. As soon as their respective true names and capacities have been ascertained, Leong will amend this Complaint to show the same.

15. Leong is informed and believes, and on that basis alleges, that each of said fictitiously named defendants is responsible in some manner for the occurrences herein alleged and Leong's injuries herein alleged were proximately caused by each of said defendants' acts or omissions.

16. Leong is further informed and believes, and on that basis alleges, that at all times herein mentioned, each of the defendants was the agent or the employee of each of the other defendants and was acting within the course and scope of such agency or employment, and with the permission and consent of his or its co-defendants, in acting or failing to act as hereinafter set forth.

17. The Defendant Entities also each integrated their resources and operations to achieve a common business purpose and each were in fact, and are liable as, a single business enterprise.

THE ORAL PARTNERSHIP AGREEMENT BETWEEN HAVENS AND LEONG

18. In or about November 1998, Leong and Havens entered into an oral partnership agreement (the "Partnership Agreement") in connection with the future radio licensing auction being held by the Federal Communications Commission (the "FCC").

19. On advice of counsel, Leong and Havens entered into the Partnership Agreement, which provided, in pertinent part, as follows:

a. They would each contribute equal sums of money to the partnership, which sums would be used to bid on FCC licenses and later build and operate under said licenses;

b. Havens was to temporally hold a slight majority ownership interest in the licenses and Leong was to hold a slight minority ownership interest in the licenses based upon initial legal advice (later retracted) that the partnership would need this arrangement to qualify for a FCC bidding discount. However, at all times Havens and Leong were to each have equal control and decision-making authority with respect to the licenses. The ownership interests of Havens and Leong were to be memorialized such that Havens and Leong would have equal ownership of the licenses, and would continue to have equal rights with respect to control and decision making authority, at such time as it was determined that

the partnership was not in danger of losing a bidding discount; and,

c. Once licenses were obtained, Havens was to transfer the licenses into a legal entity, such as an LLC, owned by both Havens and Leong. Initially, Havens was to have a slight (.0001%) majority ownership interest. Later, the ownership interests were to be adjusted so that Havens and Leong had equal ownership interests. At all times, Havens and Leong were to have equal control and decision-making authority.

20. The oral agreement between Havens and Leong was repeatedly documented in numerous written communications, including a February 23, 2000 email wherein Havens states "Leong is my equal partner ...." It is also referenced in a May 30, 2001 Special Power of Attorney, which states "... it is the desire of Havens and Leong, as reflected in the Attachment hereto, to make an arrangement as soon as reasonably possible where they share 50-50 interest and control in the Telesaurus Entities into which the Licenses would be transferred ...."

THE PARTNERSHIP ACQUIRED VALUABLE LICENSES

21. Pursuant to the Partnership Agreement, Leong contributed in excess of $1,120,000 between November 1998 and 2001, and Havens acquired many licenses, including VHF Public Coast ("VPC") licenses, Location and Monitoring Service ("LMS-1") licenses, 217 Mhz ("AMTS") licenses, and 22O Mhz licenses in his own name, but for the benefit of Leong and the partnership. Havens also acquired Location and Monitoring Service ("LMS-2") licenses in the name of TELESAURUS HOLDINGS GB, LLC, also for the benefit of Leong and the partnership.

22. In December 1999, Havens formed a limited liability company named TELESAURUS-VPC, LLC. Ostensibly, it was formed to hold the licenses purchased by Havens on behalf of Havens and Leong.

23. All written agreements that were drafted in connection with the Partnership Agreement or subsequent to the Partnership Agreement, including two separate LLC operating agreements, identify Havens as having a majority ownership interest (50.0001%) and Leong having a minority ownership (49.9999%) interest in the licenses. However, as stated above, there was a separate collateral and repeatedly re-stated and reconfirmed (both before and after execution of the written LLC document) agreement that Havens and Leong would, in fact, have equal control and

decision-making authority, and that the respective ownership between the parties would be adjusted to 50 percent each at the earliest appropriate time.

24. In or about May 2001, Havens and Leong were advised by legal counsel that they could hold FCC licenses jointly (50 percent each), including voting and ownership interest, without affecting any bidding discount that was obtained at the FCC auction. In reality, they were always allowed to hold and control the licenses equally. The issue was conjured up by Havens either fraudulently or based on mistaken legal advice.

25. [redacted]

HAVENS REFUSED TO COMPLY WITH THE PARTNERSHIP AGREEMENT AND SUBSEQUENT PROMISES, SO LEONG FILED A COMPLAINT, WHICH WAS ORDERED TO ARBITRATION ON THE MOTION OF HAVENS

26. Havens, despite multiple promises to do so, and despite repeatedly reconfirming the parties' agreement that Havens and Leong would equally own and control the licenses, did not transfer all of the licenses into a legal entity for several years, did not allow Leong to share in

decision making with respect to the licenses, did not adjust Leong's ownership interest in the licenses so that Leong has equal ownership interest, has not developed or operated under the licenses as required by the FCC and as is necessary to maintain the licenses and realize value, and continues to abuse his position as purported "majority owner" of the licenses to benefit himself.

27. On October 31, 2002, prior to the formation of the other entities which are the subject of this Complaint, Leong filed a complaint in this court against Havens, asserting claims for Declaratory Relief, Breach of Contract, Breach of Fiduciary Duty, Fraud, and Dissolution and Accounting. Pursuant to a motion by Havens, and certain arbitration provisions in the Telesaurus-VPC and Telesarus GB LLC agreements, this court ordered the dispute to arbitration in [redacted]

28. Havens' abuse of his position includes, but is not limited to:

a. refusing to properly adjust the ownership rights in the licenses per the parties' agreement;

b. refusing to allow Leong an equal right to control the licenses per the parties' agreement;

c. [redacted];

d. [redacted]

e. [redacted];

f. [redacted]

g. spending LLC resources on frivolous litigation, including his defense of this case;

h. failing to distribute proceeds from licenses, leases, and sales of licenses to Leong;

i. failing to make any reasonable attempt to monetize, fund, or otherwise exploit the valuable FCC spectrum licenses held by Havens and the Defendant Entities;

j. failing to timely prepare, file and share with Leong tax returns and financial statements;

k. using partnership money and assets to acquire additional licenses in the name of entities in which Havens claims Leong has no interest;

l. initiating and pursuing frivolous litigation with the FCC and others that fails to serve the interests of the partnership and limited liability companies, including being personally sanctioned at least fourteen times by the FCC, being sanctioned for rule 11 violations in federal court in Arizona, running through numerous counsel in litigation – [redacted] – and repeatedly suing his counsel for malpractice;

m. by acting in bad faith, committing deliberate transgressions, and otherwise engaging in egregious conduct in proceedings in front of the FCC, and thereby putting all assets of the Defendant Entities, in which Leong has a substantial ownership interest, at risk of complete loss;

n. failing to meet FCC build out requirements such that certain licenses were revoked by the FCC and rendering others less valuable due to impending revocation;

o. contacting Leong on the eve of important decisions and threatening him to make decisions under duress;

p. making promises regarding the utilization of license sale proceeds for taxes or distributions to Leong, but then failing to pay the taxes or make distributions and instead using the proceeds to pay himself and to bid on new FCC auctions;

q. leasing and selling licenses without the approval of, or even notice to, Leong, and keeping all profits for himself;

r. failing and refusing to provide Leong with requested accountings;

s. [redacted]

29. Leong is informed and believes and thereon alleges that Havens, who has remained in total control of all bank accounts into which sums have been deposited on behalf of the partnership between Leong and Havens, has used partnership monies to pay for Haven's own personal expenses and/or expenses that Havens incurred on behalf of unrelated entities.

30. On March 30, 2012, a gentleman named Channing Jones filed a complaint against Havens in this Court (Case No. RG11598985). That complaint alleged similar facts to those alleged by Leong – i.e., that Jones invested in the acquisition of FCC spectrum licenses, but that Havens failed to honor his commitments, and obscured his misdeeds by means of creating various and shifting ownership interests in a maze of limited liability companies which Havens formed and re-organized and re-named over the years. Despite successfully arguing in the Leong case that arbitration was required, Havens, after removing the case to federal court and then losing his opposition to a motion to remand back to this court, argued in the Jones case – despite the very same arbitration provision as in the Telesaurus LLC agreements – that arbitration was improper. Jones argued that a determination of interests, and their monetary value, was the central and common factual issue for both the Jones and Leong cases, and thus the case should not only be sent to arbitration, but to the same arbitrator. This court agreed in part, sending the case to arbitration but determining that AAA should determine whether to consolidate the actions. [redacted]

31. The written LLC agreements relating to VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC expressly state that, in addition to the arbitration provision:

> Either Party hereto may apply to court of competent jurisdiction for injunctive or other equitable relief pending final determination of rights and obligations by arbitration in accordance with Section (9.4 ("Interim Order"), provided that the party applying for such Interim Order shall forthwith upon the grant (if any) of the Interim Order commence arbitration proceedings in accordance with this Agreement in order to obtain a final determination of the dispute or

> disputes before the court leading to the grant of the Interim Order and, if necessary, apply to stay all further proceedings before the court in order to do so.

Leong therefore, by way of this Complaint, only seeks injunctive and equitable relief against VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC, except to the extent they are necessary parties to other claims on the basis of their status as alter egos/single business enterprises, subsidiaries, joint ventures, or the like. While the parties and issues that are the subject of the arbitration are related to this Complaint, there is no written LLC agreement with regard to the other entity defendants and thus Havens has stated that there is no provision requiring those entities to arbitrate this dispute.

WHILE THE ARBITRATION HAS BEEN PENDING, HAVENS ACQUIRED WHAT WERE OR SHOULD HAVE BEEN PARTNERSHIP ASSETS IN THE NAME OF NEWLY-FORMED ENTITIES AND CLAIMED THOSE ASSETS FOR HIMSELF

32. [redacted]

33. VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) was formed on December 22, 1999, and TELESAURUS HOLDINGS GB LLC was formed on December 31, 2000. These are the two entities to which Leong is expressly an owner and member, and which were initially intended to hold the licenses that were the subject of the Partnership Agreement between Havens and Leong. They are the subject of the pending arbitration.

34. The written agreements governing VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC contain language that the "Series B Members," which included Leong as holding a 49.9999% undivided beneficial

interest, "shall be allocated the percentage of the Company's overall Profits or Losses exclusively attributable to the use of the Joint Licenses (and any property exchanged for the Joint Licenses or otherwise contributed to the Company for the Capital Account of Series B Members) by the Company in its business, including the business of subsidiaries and joint ventures (the "Allocation Percentage")."

35. Pursuant to Havens' filings in the FCC, Havens formed ENVIRONMENTEL LLC. On March 3, 2005, Havens formed INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC. On December 27, 2006, Havens formed SKYBRIDGE SPECTRUM FOUNDATION, a purported nonprofit entity. On December 31, 2007, Havens formed ATLIS WIRELESS LLC. On March 25, 2010, Havens formed V2G LLC. On June 29, 2011, Havens formed ENVIRONMENTEL-2 LLC. Havens provided Leong with either no information or no important details about the formation and operations of these companies. These entities, and perhaps others that Leong does not know of, were formed and used to misappropriate partnership property (specifically, the assets and money of VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC), or what should have been partnership property, for the benefit of Havens and to the exclusion of Leong. Pursuant to the written agreements governing VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC, Leong has at least a 49.9999% beneficial interest of each of the Defendant Entities, as each is a subsidiary and/or joint venture of the others and their profits are attributable to the licenses co-owned by Leong and Havens. Moreover, Leong in fact has a beneficial ownership interest of at least 50% in each of the entities pursuant to the Partnership Agreement.

36. Leong had no knowledge that Havens established ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC to misappropriate partnership assets and licenses that should have belonged to Leong, or that Havens was acting in his own interests to the exclusion of Leong when forming those entities. [redacted]

[redacted] In many instances, Leong had never heard of the entities formed by Havens; however, Leong was informed at literally the eleventh hour of Havens' desire to set up a non-profit entity in the name of SKYBRIDGE SPECTRUM FOUNDATION. Leong was informed by Havens, and believed, that the non-profit entity would benefit the partnership between Havens and Leong, and Leong never understood or agreed that it would be used to divest Leong of his ownership or control rights over assets that did or could have belonged to the partnership between Havens and Leong. With regard to ATLIS WIRELESS, LLC, which holds no licenses but serves as the "financial hub" through which the finances of each of the Defendant Entities pass through, Leong did not even know that ATLIS WIRELESS LLC existed until approximately 2009.

37. Havens has never paid Leong any proceeds of any asset sales, including the recent substantial sale to Amtrak, as required by the parties' Partnership Agreement and the written LLC agreements, [redacted]

WHILE THE ARBITRATION HAS BEEN PENDING, HAVENS MISAPPROPRIATED PARTNERSHIP ASSETS, OR WHAT SHOULD HAVE BEEN PARTNERSHIP ASSETS, TO ENTITIES WHICH ARE IN REALITY JUST A SINGLE-BUSINESS-ENTERPRISE AND HAVENS' ALTER EGO

38. ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION &

MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC are each exclusively owned and operated by Havens, and are each his alter ego. Havens, again per public statements and filings with the FCC, is the sole controlling manager, board member and/or owner of each of these entities. Despite controlling assets worth [redacted] dollars, Havens has refused to seek any venture capital or investment funding to develop or monetize these assets, failed to hire an experienced staff of qualified employees to manage the operations of such a valuable business, and failed to expend any significant capital to effectuate any sound business plan. For example, Havens operates the Defendant Entities from the disheveled quarters of a shades-drawn residential house in a non-commercial street in South Berkeley. [redacted] Moreover, each of these entities shares a joint business plan and operating agreement and integrates their resources and operations to achieve a common business purpose, thereby rendering them a single-business-enterprise. In filings with the FCC, Havens has made clear that these entities have financial "agreements with [each other] to receive and provide cash loans in support of aspects of their common business plan." In other FCC filings, Havens has said:

> The Licensee [Intelligent Transportation & Monitoring Wireless LLC] has a Limited Liability Company agreement (the "LLC Agreement") that describes its ownership, management, and entity procedural matters. The LLC Agreement was entered into on March 3, 2005. The LLC Agreement's provisions are fully in accord with the Delaware Limited Liability Company Act, under the Delaware statutes. In addition said LLC Agreement, including the ownership and control provided for in the LLC Agreement, is described in the Licensee's Form 175 in Auction No. 87, File No. 0004174672, and in its Form 601 in Auction No. 61, File No. 0002304206. The LLC Agreement still continues as of the date of this filing.
>
> **The Licensee has an agreement with the following entities as to certain shared business plans, operations, and other matters** (the "Shared Matters"). The date on which the Licensee entered into the below described agreement on the Shared Matters with each of

the below listed entities is listed in parenthesis after each entity. Said other entities are the following:

ATLIS Wireless LLC (12/31/2007)

V2G LLC (03/15/2010)

Verde Systems LLC (formerly known as Telesaurus-VPC, LLC) (03/03/2005)

Environmentel LLC (formerly known as AMTS Consortium LLC) (03/03/2005)

Environmentel-2 LLC (a wholly-owned subsidiary of Environmentel) (06/29/2011)

Telesaurus Holdings GB LLC (03/03/2005)

Skybridge Spectrum Foundation, a nonprofit corporation (12/27/2006)

Warren Havens, Individual (03/03/2005)

(together, the "Associated Entities")

The Shared Matters involve the following: sharing of certain office facilities and resources; sharing of certain business plans and associated developments to provide wireless spectrum and services for "smart transportation," "smart grid" or energy systems, and "smart" monitoring and protection of the environment in many parts of the nation; shared pursuits of legal claims and cases before the FCC, courts, and other authorities; certain shared management; certain inter-entity loan arrangements; use of the term "SkyTel," to designate two or more of the entities (the Licensee along with the Associated Entities); and from time to time, other shared matters that increase the mutual efficiencies and benefits among these entities. The Shared Matters agreements are still continuing as of the date of this filing.

39. On a website established by Havens – http://www.terranautx.com – Havens confirms that the various entities are a related joint venture. The website states "Skybridge Spectrum Foundation, a nonprofit corp., Telesaurus GB LLC, Verde Systems LLC, Environmentel LLC, Environmentel-2 LLC, Intelligent Transportation & Wireless LLC, V2G LLC, and Atlis Wireless LLC (sometimes together called "SkyTel" or the "SkyTel Group"). Each is a Delaware-domiciled entity. Warren Havens is founder and President of each," and that the group was

"Founded and operated under a common core business plan for certain nationwide wireless founded on precise positioning, navigation, and timing (PNT)."

40. Havens has shifted substantial partnership assets, or what should be partnership assets, to at least three entities (ENVIRONMENTEL-2 LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, and V2G LLC), which Havens wrongfully asserts Leong has no ownership interest in, and to a fourth entity, his purported personal "nonprofit" (SKYBRIDGE SPECTRUM FOUNDATION) whose alleged non-profit status was rejected by the FCC and improperly relied upon by Havens as a means to avoid FCC build out and service requirements. On information and belief, Havens has shifted [redacted] dollars in value into these four companies to his own personal benefit and Leong's detriment. Therefore, an injustice will result – Havens' continuing misappropriation of shared partnership assets for his own exclusive benefit at Leong's expense – if the corporate veil is not pierced and Havens and the Defendant Entities are not found to be alter egos and/or a single entity.

WHILE THE ARBITRATION HAS BEEN PENDING, HAVENS HAS FAILED TO FULFILL HIS DUTIES WITH REGARD TO BUILDING OUT THE LICENSES AND OTHERWISE MEETING FCC REQUIREMENTS AND, AS A RESULT, HAS HAD SOME LICENSES TERMINATED AND OTHERS ARE AT SIGNIFICANT RISK OF BEING TERMINATED SOON

41. FCC rules mandate that when a license is issued, the associated component wireless stations must be constructed, and operations commenced, within two years of obtaining the license. This is subject to extension by the FCC. The rules also provide that if a licensee fails to construct a station within the construction period, the license for the station terminates automatically without any further FCC action.

42. [redacted]

[redacted] Moreover, the entities control numerous other valuable licenses (especially in the 217-219 MHz spectrum range) that are scheduled to expire within the upcoming months, thereby likely causing even more significant economic damage to Leong. Rather than accomplish, or even work toward, the build out and service requirements to ensure renewal of the licenses and the ability to fully monetize them, Havens has rejected the accepted and established uses of the licenses and instead has engaged in nothing but pointless gamesmanship with the FCC and speculation over fanciful theoretical uses for these licenses. Havens is in constant litigation with the FCC and many times courts have commented explicitly on the frivolousness of his claims and arguments. The FCC has sanctioned Havens several times, to the financial and credibility detriment of the LLCs and Leong.

43. In terminating certain licenses, the FCC has pointed out Havens' repeated failures. In a February 3, 2014 order, an FCC Deputy Chief stated in a formal order:

> The Division also gave proper weight to Petitioners' claims for special consideration based on Skybridge's non-profit status. Havens has provided no support for this contention that a non-profit licensee is entitled to special consideration in applications for extension or waiver of its construction requirements. The mere fact that a licensee is a non-profit organization does not entitle such an organization to a waiver of any regulation under section 1.925 of the Commission's rules. The Commission's rules make no distinction between for-profit and non-profit entities for purposes of determining compliance with construction requirements and Havens has provided no precedent to support a deviation from this policy.
>
> In short, the public interest cannot be served solely by promises of future deployment. At some point theory must give way to action and "due diligence" must yield to tangible results. For Havens that time has long since passed. Petitioners have held the Havens Licenses since 1999 and yet have failed to construct facilities or provide service in any of their license areas, even as other licenses have begun to offer meaningful service in the 220 MHz band. Instead, the Licensees made the voluntary decision to pursue technologies that, whatever their theoretical merits, were not supported by the existing 220 MHz device ecosystem. Thus, we find that the public interest is best served by affirming the termination of the Havens Licenses and allowing other parties the opportunity to make actual use of the spectrum resources.

44. In attempting to avoid the build out requirements, and thus continuing to put the licenses at risk, Havens has engaged in constant frivolous litigation (including countless appeals and requests for rehearing, even when repeatedly being told that he had exhausted his right to

appeal) with the Federal Communications Commission. Moreover, [redacted], Havens has constantly replaced legal counsel to delay and complicate the process (in the arbitration Havens is now represented by his eleventh different lawyer). Chief FCC Administrative Law Judge Richard L. Sippel stated in a 2014 order

> Environmentel and Verde have repeatedly filed frivolous motions that ignore or defy the Presiding Judge's prior orders. Like Mr. Havens, they have demonstrated contempt for the Presiding Judge, the Commission, the Commission's rules, and this proceeding. Accordingly, the Presiding Judge must consider whether Environmental and Verde should be allowed to continue their contemptuous participation. Also under consideration is a referral of the conduct to the Office of General Counsel for appropriate action.

45. As a further example of Havens' embarrassing misconduct, in a November 26, 2013 order, the FCC stated:

> [T]he Commission has already considered and rejected Havens' argument in deciding his multiple petitions for reconsideration and his May 2006 application for review. Section 1.41 is not a vehicle for disappointed license applications to sidestep Commission procedures and erase past Commission decisions reached consistent with those procedures, particularly when an application has taken full advantage of those procedures beyond the point of abuse and nonetheless seeks to revisit yet again decisions in which the Commission has repeatedly rejected the applicant's position. We therefore dismiss Havens' information request for Commission action.

46. In 2012, Havens was issued a serious sanction by the FCC after he was turned down eleven separate times on the same matter. The FCC required that Havens seek advance permission before filing any further documents (essentially the FCC equivalent of characterizing a plaintiff as a "vexatious litigant" under California law). On October 7, 2014, the FCC stated in an order:

> On June 9, 2014, we issued a memorandum opinion and order in which we denied reconsideration of the most recent in a series of Commission and staff orders upholding a sanction the Commission issued against Warren C. Havens in 2012 for abuse of process. In doing so, we expressly stated that Havens "should not expect further administrative review of the sanction," and that this proceeding, "[l]ike the underlying licensing proceeding itself, ... is now terminated." Despite those clear admonitions, Havens seeks reconsideration of our June 9 order. Reconsideration is denied.

47. [redacted]

[redacted]

48. Havens has many times sought extensions of the FCC build out and other requirements in order to delay termination of various licenses. He was granted several extensions, but eventually Havens' failure to do anything whatsoever to meet the requirements resulted in denial of extensions and thus termination of licenses. For example, in a 2007 denial letter, the FCC terminated a valuable license stating "failure to construct under that license was, thus, the result of a business decision, and, therefore, not grounds for further extension." Havens challenged the ruling, representing to Leong that he had strong grounds for reconsideration and would certainly retain the licenses. However, in March 23, 2015 FCC order, the FCC "affirm[ed] for the second time [its] decision to deny a fourth construction extension…." The FCC explained that Havens' failure to meet the construction or coverage deadline was due to his business decision, not a situation beyond his control as required for further extension. Moreover, the FCC rejected Havens' arguments with regard to his various LLC entities, stating

> . . . any alleged 'mixing' of these entities does not change the findings in the 2007 Denial Letter, confirmed on reconsideration in the 2012 Order, that the licensee's failure to timely construct under the subject license was not due to any circumstances beyond the licensee's control, that this failure was the result of a business decision, and, therefore, such a decision was not grounds under our Rules for any further extension of the applicable construction deadline.

The FCC also rejected Havens' claims of bias, holding that "[a]bsent specific factual allegations of improper actions or motivations on the part of members of the Commission's staff … bald assertions of possible bias is totally inappropriate."

49. Havens' utter inability to manage the business assets of the partnership and/or the LLCs demonstrates that Havens, in fact, lacks any ability to conduct a viable business. Most recently, Havens has continued his unrelenting gross mismanagement of the partnership and/or LLC assets by pursuing unsupported and frivolous positions in the court system and in FCC hearings which have cost plaintiff [redacted] dollars in attorneys' fees and asset value, wasted innumerable business hours of a small, essentially two person, company, and produced results severely detrimental to the assets of the partnership, the LLCs, and Leong. For

example: (1) in September 2014, the U.S. District Court for the District of New Jersey granted judgment against Havens and the related entities who had been asserting federal antitrust claims against a competitor by characterizing Havens' claims as a "collection of ambiguous evidence…that, once examined, ring hollow" and implying that it is Havens' business plan that runs afoul of federal antitrust laws – "Havens' vision for spectrum requires that he and his companies must possess just about all of it for their vision to become a reality. Something that requires elimination of their competitors, and not the other way around"; (2) in October 2014, the Ninth Circuit Court of Appeals affirmed more than $100,000 in Rule 11 sanctions against the Telesaurus entities for Havens' insistence on pursuing claims in federal district court in Arizona against a power company when the Ninth Circuit had already instructed Havens that those specific claims were preempted by federal law; and, (3) in March 2014, the FCC rejected Havens' latest motion for reconsideration of its earlier order, where the FCC required Havens and certain of the related entities to forfeit several AMTS licenses, valued at tens or hundreds of millions of dollars, because of Havens' failure to perform at all (i.e., properly build out the license area) as required by the license grant. Havens, of course, never informed Leong of any of these recent failings.

HAVENS RECENTLY ASSIGNED AND LEASED SPECTRUM LICENSES (PURPORTEDLY) OWNED BY ENVIRONMENTEL LLC AND SKYBRIDGE SPECTRUM FOUNDATION TO AMTRAK, BUT NEVER DISCLOSED THE DETAILS OF THAT TRANSACTION TO LEONG, NOR HAS HE DISTRIBUTED MONEY TO LEONG FOR HIS SHARE OF THE PROFITS

50. On March 4, 2015, the FCC approved the assignment and lease of certain spectrums purportedly owned by ENVIRONMENTEL LLC and SKYBRIDGE SPECTRUM FOUNDATION to Amtrak. Leong is informed and believes that Amtrak paid [redacted] dollars for the licenses, but does not know which licenses or the actual amount paid, because Havens never disclosed anything about the transaction to Leong.

51. The licenses assigned and leased to Amtrak should rightfully be, or should have been, the assets of the partnership formed by Havens and Leong, and thus co-owned and controlled equally by Havens and Leong.

52. Leong is informed and believes that Havens has made other sales of partnership and/or LLC assets and that Havens has sold, assigned, leased, or otherwise monetized licenses that constitute, or should constitute, partnership property without accounting to Leong.

THE FCC'S CHIEF ADMINISTRATIVE LAW JUDGE RECENTLY CONCLUDED THAT HAVENS HAS ENGAGED IN YEARS OF DELIBERATE TRANSGRESSIONS, FALSE AND MISLEADING STATEMENTS, HARASSMENT, BAD FAITH, CONTEMPTUOUS BEHAVIOR, AND OTHER EGREGIOUS CONDUCT, AND CERTIFIED TO THE ISSUE OF WHETHER HAVENS HAS THE CHARACTER QUALIFICATIONS TO HOLD FCC LICENSES, WHICH HAS PUT ALL LICENSES AT SIGNIFICANT RISK OF FORFEITURE

53. In an order dated April 22, 2015, the Chief Administrative Law Judge at the FCC, Richard L. Sippel, issued an order in a proceeding related to a third party but in which Havens had intervened, ordering that Havens' conduct over a period of several years was so egregious that Havens be excluded from further participating in those proceedings, and also certifying to the FCC for determination as to whether a separate proceeding should be designated to decide whether Havens and his companies qualify to hold FCC licenses. That order stated, in pertinent part, as follows:

> 2. . . . . The Motion for Summary Decision [filed by Havens] is found to be filed in bad faith.... The Presiding Judge concludes that he must certify such deliberate transgressions, together with an account of Mr. Havens' history of disruptive disregard of orders and otherwise contemptuous behavior, to the Commission for determination as to whether a separate proceeding should be designated to decide whether Mr. Havens and his companies qualify to hold Commission licenses.
>
> * * *
>
> 7. . . . . [W]ith gratuitous impudence, Environmentel, Verde, and Havens [acted with] a disregard that maligns the authority of the Presiding Judge even to manage this case.
>
> 8. Environmental, Verde, and Mr. Havens have flaunted and disregarded other rulings on summary decision procedures. . . . Once more, these parties conduct themselves not as officers of the court, but as renegades that impinge on case management by disregarding clearly understandable rulings.
>
> 9. Yet putting aside such unacceptable conduct, the Presiding Judge is most concerned with false or misleading statements Environmentel and Verde have made to support their positions. . . .

* * *

13. . . . The Motion for Summary Decision under consideration here was submitted in bad faith and is patently frivolous. . . .

* * *

14. Mr. Havens has carried out a pattern of harassment of the Presiding Judge and his advisory staff. . . .

* * *

15. . . . He boldly threatened OALJ with a lawsuit under the Federal Tort Claims Act. ..

16. .. Mr. Havens threatened to "pursue economic and other remedies," demanded documents from the Bureau in bold red letters, and implied that counsel for the Bureau had filed with criminal intent a false police report. Mr. Havens added his unsupported conclusion that the Bureau was conspiring to obstruct justice.

17. . . . [Mr. Havens] is conduct has been consistently contumacious and disrespectful. Mr. Havens cavalierly refuses to even acknowledge rulings. He does not properly utilize available appeal procedures. Instead, *con fuerza*, he attempts to verbally intimidate. . . .

19. . . . Mr. Havens and the Havens companies have repeatedly disregarded and violated orders; intentionally ignored and misused deadlines; abused Commission hearing procedures; wasted time and resources of the Presiding Judge, the Enforcement Bureau, and opposing private parties with his frivolous and, at times, misleading pleadings and arguments; frequently taken inconsistent or incoherent positions; and has acted in ways to disrupt this proceeding. . . .

* * *

21. . . . As the case's history demonstrates, the Havens companies have disrupted this proceeding beyond repair, engaging in contemptuous conduct even when represented by counsel. Several attorneys have represented Mr. Havens or the Havens companies in the course of this proceeding, but not one has successfully restrained Mr. Havens' disruptive influence. Enough is enough. The only option remaining is to remove Mr. Havens and his companies from this proceeding.

22. Due to the disruptive and contemptuous conduct of Mr. Havens and the Havens companies, a single issue has taken more than a year to litigate. . . .

23. The Presiding Judge finds that Mr. Havens and the Havens companies not only filed their Motion for Summary Decision in bad faith, but also engaged in patterns of egregious behavior that he believes warrant a separate proceeding in which several issues as to the character qualifications of Mr. Havens and the Havens companies to hold Commission licenses are examined. Accordingly, the Presiding Judge certifies this matter to the Commission.

24. Similarly, Section 1.243(f) of the Commission's Rules authorizes the Presiding Judge to regulate the course of the hearing, maintain decorum, and exclude from the hearing any person engaging in contemptuous conduct or otherwise disrupting the proceedings. As described above, Mr. Havens and the Havens companies have engaged in a pattern of contemptuous conduct that has repeatedly disrupted this proceeding. Accordingly, Mr. Havens and the Havens companies are excluded from any future participation in this proceeding.

Orders

25. **IT IS ORDERED** that conduct described above of Warren Havens; Environmentel LLC; Intelligent Transportation and Monitoring Wireless LLC; Skybridge Spectrum Foundation; Telesaurus Holdings GB LLC; Verde Systems LLC; and V2G LLC **IS CERTIFIED** to the Commission for determination as to whether the facts warrant the designation for hearing of issues as to their qualifications to hold Commission licenses.

26. **IT IS FURTHER ORDERED** that, based on the conduct described above, Warren Havens; Environmentel LLC; Intelligent Transportation and Monitoring Wireless LLC; Skybridge Spectrum Foundation; Telesaurus Holdings GB LLC; Verde Systems LLC; and V2G LLC [or the Havens entities"] **ARE DISQUALIFIED AND EXCLUDED** from further participation in this proceeding.

54. In response to Judge Sippel's recent order, the FCC can issue a "hearing determination order" ("HDO") at any time, potentially very soon, to commence proceedings on Havens' qualifications -- and the qualifications of the companies Havens co-owns with Leong - to hold licenses. Based upon Judge Sippel's Order, there is a substantial likelihood that that the FCC will issue an HDO, and do so promptly. Once the HDO has issued, there is a prohibition on conducting regular business operations of the entities at issue, including the transfer or sale of licenses held by those entities. Thus, if Havens is not divested of control before the HDO issues,

the extremely valuable licenses will likely be lost forever in the event that Havens cannot prevail in establishing his "character qualifications."

55. On May 13, 2015, Havens, through his attorney, informed Leong, for the first time ever, that Verde and Telesaurus GB (and likely Environmental) operate without preparing the fundamental accounting records that are required of any legitimate ongoing business. More specifically, Havens admitted that he does not – and has not for 12 years - prepared any general ledgers for these companies. Furthermore, Havens' attorney also stated that, when necessary for tax purposes (i.e., several years after taxes are due per Havens customary practice), Havens "creates" general ledger information. Havens, therefore, essentially has recently admitted to "per se" unlawful gross mismanagement of the Havens-Leong entities.

56. Furthermore, Havens in the past has acknowledged that the only financial information that is prepared on a regular basis regarding any of the Havens-Leong entities is prepared (even if sporadically and inaccurately) by Atlis. Havens, therefore has himself, only very recently provided clear and direct evidence of the "single enterprise" or "alter ego" relationship of the Havens-Leong entities, with Atlis as their almighty financial controller at the center.

FIRST CAUSE OF ACTION

Dissolution and Accounting

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

57. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

58. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

59. As alleged herein, Havens engaged in years of self-dealing, giving himself compensation and other benefits without any objective basis and without the consent of any independent representative of the companies. Havens never accounted to Leong for what he

received or the basis for it. As a result of Havens' misconduct, Leong has been damaged and is entitled to recover all sums received by Havens as compensation in excess of what would have been approved by independent directors in an arms-length transaction.

60. As alleged herein, Havens engaged in self-dealing transactions via the transfer of licenses, the loaning of money, and the misappropriation of valuable opportunities for himself, to the exclusion of Leong. As a result of Havens' misconduct, Leong has been damaged and is entitled to recover money, or distribution of assets, equal to his 50 percent interest in the misappropriated assets and opportunities.

61. Leong is entitled to a dissolution and accounting of the partnership and ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC on two separate grounds. First, because Leong is a 50 percent owner of the partnership and he desires a dissolution and accounting pursuant to Cal. Corp. Code § 16801(1), he is statutorily entitled to said relief. Additionally, Leong is entitled to dissolution and accounting based on Havens' abuse of his position in the partnership.

62. As alleged herein, since the commencement of the partnership, Havens has taken several actions that contravene the Partnership Agreement between Leong and Havens and which are detrimental to the partnership, the Defendant Entities, and to Leong's interests. Moreover, because Havens and Leong are each 50 percent owners and agreed to share control, and because they cannot agree on the course of the business, there is an irreconcilable dispute in the partnership and deadlock as to decision making, further justifying dissolution.

63. Leong is entitled to dissolution of the Defendant Entities pursuant to the California Corporations Code and the Delaware Code, in that Havens' conduct has prejudicially affected the carrying out of the partnership and LLC business, and the business can no longer be carried on for the partners' or members' mutual benefit or advantage.

64. Due to Havens' many breaches and failures, as alleged herein, and including but not limited to: (1) as stated by the District Court of New Jersey in September 2014, pursuing a business plan that is anti-competitive and possibly in violation of antitrust laws such as Section 1 of the Sherman Act; and (2) engaging is conduct in FCC proceedings that is so egregious that there is now

a substantial risk that, if Havens is not removed or the entities liquidated and dissolved, that all value will be lost, it is not reasonably practicable to carry on the business(es) in conformity with the parties' agreement(s). Havens' conduct is in breach of his fiduciary and contractual duties, is fraudulent, grossly negligent, recklessly misinformed, falls outside the bounds of reasons, and is otherwise in violation of law. Moreover, Havens cannot take the actions necessary, nor should he ever have been doing so unilaterally, for the entities at issue to continue functioning as a business given the 50/50 partnership ownership structure and the deadlock between Havens and Leong.

65. Leong is not in possession of the partnerships' nor the Defendant Entities' books, assets, or accounts. The amount of the partnership assets and liabilities is unknown to Leong and cannot be ascertained without an accounting of profits and losses that occurred during the operation of the partnership business and the LLCs.

66. To prevent further injustice, this court should dissolve the partnership between Leong and Havens, and distribute the money and assets pro rata to Leong and Havens. Moreover, this court should dissolve the Defendant Entities and require an accounting of all assets and property, and make distributions of money and assets according to the balance pro rata to Leong and Havens.

67. The balance due to Leong can be ascertained only by an accounting.

WHEREFORE, Leong prays for judgment as set forth below:

SECOND CAUSE OF ACTION

Constructive Trust

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

68. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

69. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

70. Leong is informed and believes and based thereon alleges that Havens acted wrongfully by obtaining licenses in the name of ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC that did or should have belonged, at least equally, to Leong.

71. The acquisition of the licenses was possible only as a result of breaches of fiduciary duty, breaches of trust, or other wrongful conduct by Havens.

72. Retention of the licenses is wrongful, as it was accomplished solely because of the wrongful acts by Havens.

WHEREFORE, Leong prays for judgment as set forth below.

THIRD CAUSE OF ACTION

Unjust Enrichment

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

73. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

74. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

75. By way of Haven's wrongful acts and omissions, WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC were unjustly enriched at the expense of and to the detriment of Leong.

76. Leong seeks restitution, and seeks an order from this Court disgorging all licenses, profits, benefits, and other compensation obtained by WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING

WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC from Haven's wrongful conduct and fiduciary breaches.

WHEREFORE, Leong prays for judgment as set forth below.

FOURTH CAUSE OF ACTION

Declaratory Relief
(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

77. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

78. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

79. An actual controversy exists between Leong on the one hand, and WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC on the other, and Leong contends that he owns 50 percent of the licenses and 50 percent of the legal entities and that he is entitled to the benefit of decision making that results from owning 50 percent of the licenses and the legal entities. Alternatively, if Leong is found to own less than 50 percent, Leong contends he is, pursuant to his agreement with Havens, and as a matter of equity, entitled to equal or greater control of the Defendant Entities.

80. No adequate remedy other than herein prayed for exists by which the rights of the parties herein may be determined.

81. Leong desires a determination with respect to the rights and the duties of the parties. Such declaration is necessary and proper at this time in order to completely resolve a long standing dispute between the parties that will only be partly resolved by way of the pending arbitration.

WHEREFORE, Leong prays for judgment as set forth below.

FIFTH CAUSE OF ACTION

Breach of Fiduciary Duty
(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

82. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

83. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

84. As a partner of Leong, and as a managing member of the LLCs, Havens owes a fiduciary duty to Leong to act in the highest good faith and not to seek to obtain an unfair advantage in the partnership or the LLCs by the slightest misconduct, misrepresentation, threat or adverse pressure of any kind.

85. Havens breached fiduciary duties owed to Leong by the conduct discussed above, including but not limited to:

a. failing for years to transfer all of the licenses to co-ownership with Leong;

b. failing to provide 50 percent ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses, the operation of the partnership and operation of the LLCs;

d. failing to develop and/or operate under the licenses;

e. failing to prepare, file and share with Leong annual tax returns;

f. failing to prepare and provide to Leong regular financial statements;

g. acting in bad faith, committing deliberate transgressions, and otherwise engaging in egregious conduct in proceedings in front of the FCC, and thereby putting all

assets of the Defendant Entities, in which Leong has a substantial ownership interest, at risk of complete loss.

h. abusing his majority membership interest in the LLCs for his own benefit; this abuse of position includes, but is not limited to:

[redacted]

vii. engaging in self dealing transactions that were not in the best interest of the partnership or Leong (as a partner or shareholder);

[redacted]

ix. making promises regarding the utilization of license sale proceeds for taxes or distributions to members of the LLC, but then failing to pay the taxes or make distributions and instead using the proceeds to pay himself and to bid on new FCC auctions;

x. using accounting principles that do not comply with GAAP to dilute Leong; and,

xi. failing and refusing to provide Leong with requested accountings.

86. As a direct and proximate result of Havens' breaches of said fiduciary duties owed by Havens, Leong has suffered special and general damages in excess of the jurisdictional minimum.

87. The conduct of Havens was so fraudulent, malicious, and oppressive as to warrant an award against him of punitive damages to deter such conduct in the future.

WHEREFORE, Leong prays for judgment as set forth below.

SIXTH CAUSE OF ACTION

Fraud

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

88. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

89. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

90. Havens has committed fraud and deceit upon Leong, by acts including but not limited to:

a. inducing Leong to contribute in excess of $1 million for FCC licenses by promising in November 1998, and later repeating and restating that promise via a separate and collateral agreement, that Havens and Leong would be equal partners and have equal rights of decision-making and eventually equal ownership over the licenses, without intending to provide Leong with the promised equal right of control or the promised 50 percent ownership interest in each of the licenses obtained;

b. by continuing to assert to Leong that Havens would, at a later date, make certain that Leong was a 50 percent owner of the licenses with an equal right of control, all the while intending to take no action to ensure such 50 percent ownership interest;

c. by establishing various entities, even after a dispute arose between Leong and Havens, in order to misappropriate money, licenses, and other assets for himself, to the exclusion of Leong

d. by making intercompany loans and loan agreements among the various Defendant Entities for the purpose of using money and assets that belonged at least 50 percent to Leong to acquire new assets for himself, to the exclusion of Leong; and

e. by promising to account to Leong for partnership assets and to distribute profits according to the agreement between Leong and Havens, but never intending to account for or share profits, but instead intending to take all assets and profits for himself.

f. by representing to Leong that he and Leong could not have equal ownership and control of the entities holding their licenses because of FCC bidding rules, even though Havens understood and believed that there was in fact no such requirement, but instead it was something concocted by Havens in order to defraud Leong into temporarily handing over control of the entities, while Havens had no intention of ever honoring the parties agreement to revert back to equal ownership rights.

91. Havens' representations were material and false and he knew or should have known of their falsity.

92. Leong, at the time Havens made these representations and contributed money to obtain the above-referenced licenses, was ignorant of Havens' true intentions, and could not in the exercise of due diligence, have discovered Havens' intentions. As such, Leong justifiably relied upon Havens' representations and his duty to disclose to his partners any material facts.

93. As a proximate result of Havens' fraudulent conduct, Leong has suffered damages in excess of the jurisdictional minimum.

94. The conduct of Havens was so fraudulent, malicious, and oppressive as to warrant an award against them for punitive damages to deter such conduct in the future.

WHEREFORE, Leong prays for judgment as set forth below.

SEVENTH CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing
(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

95. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

96. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong

fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

97. Leong and Havens entered into the Partnership Agreement whereby they agreed that each would have 50/50 ownership and control rights over all licenses acquired. Leong and Havens also entered into written LLC agreements for VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC, whereby Leong is entitled to equivalent rights in all licenses owned or controlled by subsidiaries or joint ventures of those LLCs. Leong substantially performed all of his duties and obligations under these agreements.

98. Havens has prevented Leong from receiving the benefit Leong was entitled to receive under the agreements. Havens is claiming as his own, to the exclusion of Leong, those licenses currently owned or acquired by entities which are in reality joint ventures and/or subsidiaries of VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC. Moreover, Havens is claiming as his own, to the exclusion of Leong, licenses that were acquired using money and/or other assets that belonged, at least in part, to Leong, and thus to which Leong has an ownership interest. Furthermore, each of the entities that is a party to this action, and perhaps others currently unknown, is in reality the alter ego of Havens and/or a single business enterprise and thus each is the subject of the equal partnership between Havens and Leong, and each is liable to Leong for the damages caused to him.

99. Havens has failed to keep Leong informed of the activities of the partnership or the LLCs, and has refused to provide financial and other reports upon request, and has failed to complete tax returns spanning back many years. Havens keeps all of his activity in hiding from his business partner and shareholder in the LLCs.

100. Havens has acted in bad faith, committed deliberate transgressions, and otherwise engaged in egregious conduct in proceedings in front of the FCC, thereby putting all assets of the Defendant Entities, in which Leong has a substantial ownership interest, at risk of complete loss.

101. Havens' conduct was a failure to act fairly and in good faith, and has harmed Leong.

WHEREFORE, Leong prays for judgment as set forth below.

EIGHTH CAUSE OF ACTION

Minority Shareholder Suppression

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

102. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

103. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

104. Havens, as the majority shareholder of the LLCs at issue, has used the power of his purported controlling interest to deny Leong, a purported minority shareholder, the right to participate in, or enjoy financial returns from, the LLCs.

105. Havens has engaged in oppressive actions, including but not limited to:

a. Refusing to distribute money to Leong, even though the LLCs are profitable;

b. Denying Leong access to information, despite his many requests;

c. Siphoning off earnings to himself through excessive and/or unauthorized compensation and inter-company loans;

d. Entering into favorable contracts with affiliates and entities related to Havens that benefit Havens to the detriment of Leong;

e. Engaging in recapitalization or reorganization or other entity changes designed to reduce or eliminate Leong's interest;

f. Usurping LLC opportunities;

g. Using LLC assets for personal benefit; and

h. Making loans to himself or other related persons and/or entities.

106. Through his scheme, Havens has effectively frozen Leong out of the businesses, leaving Leong with no benefit from his ownership in the LLCs, and no recourse other than to file this lawsuit.

107. Due to Havens' shareholder oppression, Leong seeks dissolution of the LLCs, or the exercise of the Court's equitable powers to tailor a remedy that allows for preservation of the significant value associated with the LLCs, as well as the ability to monetize that benefit. Leong also, or alternatively, seeks a court-ordered buyout of his interest in the LLCs, at a fair value to be determined and approved by the Court.

WHEREFORE, Leong prays for judgment as set forth below.

NINTH CAUSE OF ACTION

Equitable and Injunctive Relief
(Against All Defendants)

108. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

109. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

110. Havens is, and at all relevant times was, acting in excess of his authority with regard to the entities and licenses at issue, and is selling, leasing, and otherwise disposing of licenses that are, or should be, co-owned by Leong. Havens is also destroying the value of the licenses by failing to meet build out requirements and engaging in misconduct with regard to the FCC, which has resulted in valuable licenses being terminated and others being at risk of impending revocation. Havens is mismanaging, both negligently and intentionally, the Defendant Entities solely for his own benefit, to the detriment of Leong. Specifically, Havens refuses to abide by the express terms of the Verde and Telesaurus GB LLC agreements, including by (1) failing to timely prepare and share tax returns; (2) failing to provide Leong with monetary distributions; and (3) [redacted]

111. Havens breached his duties to Leong by acting in bad faith, committing deliberate transgressions, and otherwise engaging in egregious conduct in proceedings in front of the FCC, and thereby putting all assets of the Defendant Entities, in which Leong has a substantial ownership

interest, at risk of complete loss.

112. Havens' conduct will cause, and already has caused, irreparable injury to Leong. If not enjoined or a receiver appointed, Havens' conduct will result in the termination of licenses by the FCC worth [redacted] dollars, if not more, without any compensation whatsoever. Moreover, even if the licenses are not revoked, Havens' inability or refusal to meet the build out requirements will result in complete loss of unique and irreplaceable assets that cannot be compensated for by money alone.

113. Havens has recently sold licenses to Amtrak, and perhaps to other third party entities, that generated millions of dollars in profit, but has not distributed any money or provided any information whatsoever to Leong. Without injunctive relief, that money will be misappropriated and forever lost. The proceeds of the Amtrak sale have not been accounted for, but instead Havens has stated they will be used to fund the operations of the LLCs, which will result in depletion of funds pursuant to Havens' wishes without the involvement of his 50/50 partner, Leong. The proceeds of the Amtrak sale should be placed in escrow or otherwise restricted by way of injunctive relief until Leong's interest and right to that money is fully accounted for by Havens and approved by the Court.

114. Leong does not have a plain, speedy, and adequate remedy in the ordinary course of law.

WHEREFORE, Leong prays for judgment as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Leong prays for judgment as follows:

1. For a preliminary and a permanent injunction as follows:

a. Prohibiting the defendants from transferring existing licenses or acquiring new licenses without Leong's express written permission;

b. Requiring that the Defendant Entities immediately prepare and file current tax returns and pay any and all taxes due;

c. Requiring that defendants pay Leong his 50 percent share of the sale of licenses to Amtrak and/or other third parties or, alternatively, for that money to be held in

escrow until resolution of this action;

d. Requiring that the defendants work to meet the FCC build out requirements so that additional licenses are not revoked;

e. Requiring, pursuant to Section 2.8 of the LLC agreements for Telesaurus-VPC and Telesaurus Holdings GB, as well as 6 Del. C. § 18-305, that defendants promptly provide Leong with documents sufficient to account for his interest, and the value of that interest, in the licenses at issue;

f. Enjoining the defendants from distributing money or licenses, or making loans to other persons or entities for the purposes of acquiring or maintaining other licenses, without the express written consent of Leong;

g. Entering judgment that Havens has misappropriated assets that either did belong, or should have belonged, at least 50 percent to Leong;

h. Entering judgment that Leong is entitled to at least 50 percent of all licenses at issue (i.e., all licenses held by Havens as well as the entity defendants);

i. Entering judgment that the defendants' acts of misappropriation have been and are willful;

j. Prohibiting Havens from spending money that belongs to the LLCs on his defense of this action, or other related actions, including the pending arbitration between Havens and Leong; and

k. Ordering that the proceeds of the recent Amtrak sale, or any other proceeds derived from the licenses at issue in this case, be placed in escrow or otherwise restricted until Leong's interest and right to that money is fully accounted for by Havens and approved by the Court.

2. For appointment of a receiver and/or receiver *pendente lite* to replace Havens and effectuate the build out requirements imposed by the FCC or, alternatively, operate and potentially liquidate the Defendant Entities and/or distribute all partnership assets, as well as for an order preventing Havens from interfering with the receiver in any way, including a prohibition from further communications with the FCC and any and all actual or potential buyers or business partners

of the Defendant Entities;

3. For a declaratory judgment establishing that Leong is entitled to a 50 percent ownership interest in all of the licenses at issue, and any other licenses acquired to date by the various partnerships/legal entities herein identified, or others that may be identified in the future, with equal right of control, and to a 50 percent ownership interest in any other partnership or LLC assets;

4. For compensatory damages according to proof at trial but in an amount in excess of the jurisdictional minimum;

5. For an order dissolving the partnership and the LLCs and requiring an accounting of all partnership and LLC assets and liabilities;

6. For a court-ordered buyout of Leong's interest in the LLCs at a fair price to be determined and approved by the Court;

7. For reasonable attorneys' fees as permitted by law;

8. For damages and any multipliers allowed by law;

9. For interest as permitted by law;

10. For punitive damages, pursuant to the Sixth and Seventh Causes of Action;

11. For such other and further relief as the Court deems proper.

Dated: May 18, 2015

BERTRAND, FOX, ELLIOT, OSMAN & WENZEL

By _____
Richard W. Osman
Attorneys for Plaintiff ARNOLD LEONG

ATTACHMENT NO. 2B

ATTACHMENT NO. 2B

ATTACHMENT NO. 2B

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ALAMEDA COUNTY
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CLERK OF THE SUPERIOR COURT
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Attorneys for Plaintiff
Arnold Leong

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

ARNOLD LEONG, Plaintiff, v. WARREN HAVENS, also known as eitt líf koma nú griðastaðir, an individual, ENVIRONMENTEL LLC, ENVIRONMENTEL-2 LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, V2G LLC, ATLIS WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, VERDE SYSTEMS LLC, TELESAURUS HOLDINGS GB, LLC, and DOES 1 through 30, inclusive, Defendants.	CASE NO.: 2002-070640 **SECOND AMENDED COMPLAINT** AS TO ALL DEFENDANTS: Equitable and Injunctive Relief, including Appointment of a Receiver AS TO DEFENDANTS WARREN HAVENS, also known as eitt líf koma nú griðastaðir, an individual, ENVIRONMENTEL LLC, ENVIRONMENTEL-2 LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, V2G LLC, ATLIS WIRELESS LLC, and SKYBRIDGE SPECTRUM FOUNDATION: Dissolution and Accounting; Constructive Trust; Unjust Enrichment; Declaratory Relief; Breach of Fiduciary Duty; Fraud; Breach of the Implied Covenant of Good Faith and Fair Dealing; Minority Shareholder Suppression **DEMAND FOR JURY TRIAL**

BY FAX

COMES NOW, Plaintiff ARNOLD LEONG and alleges as follows:

THE PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Arnold Leong ("Leong" or "Plaintiff") is, and at all limes herein was, an individual, and is a party to an oral partnership agreement and written limited liability company agreements, which were entered into in the County of Alameda, State of California. As such, the appropriate jurisdiction and venue for any legal proceedings is Alameda County, California.

2. Leong is informed and believes and on that basis alleges that respondent Warren Havens, also known as eitt líf koma nú griðastaðir, ("Havens') is an individual residing at 2509 Stuart Street, Berkeley, California 94705.

3. VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

4. TELESAURUS HOLDINGS GB, LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

5. ENVIRONMENTEL LLC (formerly known as AMTS CONSORTIUM LLC and a wholly owned subsidiary of defendant VERDE SYSTEMS LLC(formerly known as TELESAURUS-VPC, LLC)) is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

6. ENVIRONMENTEL-2 LLC (a wholly-owned subsidiary of ENVIRONMENTEL LLC) is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

7. INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

8. V2G LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

9. ATLIS WIRELESS LLC is a purported Delaware limited liability company, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

10. SKYBRIDGE SPECTRUM FOUNDATION is a purported Delaware nonprofit corporation, with its principal place of business located at 2509 Stuart Street, Berkeley, California 94705.

11. All of the agreements described herein were transacted in the County of Alameda, State of California.

12. Havens has admitted to a former business partner that he purposefully set up the intricate web of corporate entities described herein to deliberately confuse anyone, including his partner, Leong, who attempted to discern accurately how these companies were managed and operated. At all times Havens acted by and purported to act by and through various entities, including but not limited to defendants VERDE SYSTEMS LLC; TELESAURUS HOLDINGS GB, LLC; ENVIRONMENTEL LLC; ENVIRONMENTEL-2 LLC; INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC; V2G LLC; ATLIS WIRELESS LLC, and SKYBRIDGE SPECTRUM FOUNDATION (collectively, the "Defendant Entities"). Each of the Defendant Entities are, and always have been, sham companies and the alter egos of Havens. Moreover, each of the Defendant Entities are, and always have been, sham corporations and the alter ego of each of the other Defendant Entities.

13. Defendants ENVIRONMENTEL LLC; ENVIRONMENTEL-2 LLC; INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC; V2G LLC; ATLIS WIRELESS LLC, and SKYBRIDGE SPECTRUM FOUNDATION are, and at all relevant times were, subsidiaries and/or joint ventures of VERDE SYSTEMS LLC and/or TELESAURUS HOLDINGS GB, LLC.

14. The true names or capacities, whether individual, associate, corporate, or otherwise of defendants charged in this complaint (the "Complaint") as Does 1 through 30, inclusive, and each of them, are unknown to Leong, who therefore sues said defendants by such fictitious names. As soon as their respective true names and capacities have been ascertained, Leong will amend this Complaint to show the same.

15. Leong is informed and believes, and on that basis alleges, that each of said fictitiously named defendants is responsible in some manner for the occurrences herein alleged and Leong's injuries herein alleged were proximately caused by each of said defendants' acts or omissions.

16. Leong is further informed and believes, and on that basis alleges, that at all times herein mentioned, each of the defendants was the agent or the employee of each of the other defendants and was acting within the course and scope of such agency or employment, and with the permission and consent of his or its co-defendants, in acting or failing to act as hereinafter set forth.

17. The Defendant Entities also each integrated their resources and operations to achieve a common business purpose and each were in fact, and are liable as, a single business enterprise.

THE ORAL PARTNERSHIP AGREEMENT BETWEEN HAVENS AND LEONG

18. In or about November 1998, Leong and Havens entered into an oral partnership agreement (the "Partnership Agreement") in connection with the future radio licensing auction being held by the Federal Communications Commission (the "FCC").

19. On advice of counsel, Leong and Havens entered into the Partnership Agreement, which provided, in pertinent part, as follows:

a. They would each contribute equal sums of money to the partnership, which sums would be used to bid on FCC licenses and later build and operate under said licenses;

b. Havens was to temporally hold a slight majority ownership interest in the licenses and Leong was to hold a slight minority ownership interest in the licenses based upon initial legal advice (later retracted) that the partnership would need this arrangement to qualify for a FCC bidding discount. However, at all times Havens and Leong were to each have equal control and decision-making authority with respect to the licenses. The ownership interests of Havens and Leong were to be memorialized such that Havens and Leong would have equal ownership of the licenses, and would continue to have equal rights with respect to control and decision making authority, at such time as it was determined that

the partnership was not in danger of losing a bidding discount; and,

c. Once licenses were obtained, Havens was to transfer the licenses into a legal entity, such as an LLC, owned by both Havens and Leong. Initially, Havens was to have a slight (.0001%) majority ownership interest. Later, the ownership interests were to be adjusted so that Havens and Leong had equal ownership interests. At all times, Havens and Leong were to have equal control and decision-making authority.

20. The oral agreement between Havens and Leong was repeatedly documented in numerous written communications, including a February 23, 2000 email wherein Havens states "Leong is my equal partner ...." It is also referenced in a May 30, 2001 Special Power of Attorney, which states "... it is the desire of Havens and Leong, as reflected in the Attachment hereto, to make an arrangement as soon as reasonably possible where they share 50-50 interest and control in the Telesaurus Entities into which the Licenses would be transferred ...."

THE PARTNERSHIP ACQUIRED VALUABLE LICENSES

21. Pursuant to the Partnership Agreement, Leong contributed in excess of $1,120,000 between November 1998 and 2001, and Havens acquired many licenses, including VHF Public Coast ("VPC") licenses, Location and Monitoring Service ("LMS-1") licenses, 217 Mhz ("AMTS") licenses, and 22O Mhz licenses in his own name, but for the benefit of Leong and the partnership. Havens also acquired Location and Monitoring Service ("LMS-2") licenses in the name of TELESAURUS HOLDINGS GB, LLC, also for the benefit of Leong and the partnership.

22. In December 1999, Havens formed a limited liability company named TELESAURUS-VPC, LLC. Ostensibly, it was formed to hold the licenses purchased by Havens on behalf of Havens and Leong.

23. All written agreements that were drafted in connection with the Partnership Agreement or subsequent to the Partnership Agreement, including two separate LLC operating agreements, identify Havens as having a majority ownership interest (50.0001%) and Leong having a minority ownership (49.9999%) interest in the licenses. However, as stated above, there was a separate collateral and repeatedly re-stated and reconfirmed (both before and after execution of the written LLC document) agreement that Havens and Leong would, in fact, have equal control and

decision-making authority, and that the respective ownership between the parties would be adjusted to 50 percent each at the earliest appropriate time.

24. In or about May 2001, Havens and Leong were advised by legal counsel that they could hold FCC licenses jointly (50 percent each), including voting and ownership interest, without affecting any bidding discount that was obtained at the FCC auction. In reality, they were always allowed to hold and control the licenses equally. The issue was conjured up by Havens either fraudulently or based on mistaken legal advice.

25. On May 29, 2001, Havens drafted a letter to Leong confirming the advice of counsel that they could jointly own the licenses without losing the discount, and indicating his intent to transfer licenses into TELESAURUS-VPC, LLC. The letter stated in relevant part: "as you know, we recently obtained from the law firm of Hogan & Hartson legal advice to the effect that we should be able to share 50-50 all interest, including voting and ownership interest, in Telesaurus VPC LLC and Telesaurus Holding GB LLC (and any other entity we may use to hold and develop the "Licenses" for the "Wireless Business" as those terms are defined in the Special Power of Attorney of which this is attached), without such 50-50 arrangement causing a loss of any of the 35% bidding credit that was obtained at the FCC auctions in which the Licenses were obtained. Further, it appears that, beginning in the year 2002, even if the gross revenues of yourself and affiliates had to be attributed (toward determination by the FCC as to whether any of the 35% bidding credit would be lost) this would not cause any such loss, due to the facts we have discussed. Thus, as we have discussed with Hogan & Hartson, our current plan is to set forth a 50-50 arrangement as noted above in the Operating Agreements for the entities noted above to hold the Licenses, then to obtain prior FCC approval of transfers of the Licenses into such entities with such Agreements without loss of any of the 35%."

HAVENS REFUSED TO COMPLY WITH THE PARTNERSHIP AGREEMENT AND SUBSEQUENT PROMISES, SO LEONG FILED A COMPLAINT, WHICH WAS ORDERED TO ARBITRATION ON THE MOTION OF HAVENS

26. Havens, despite multiple promises to do so, and despite repeatedly reconfirming the parties' agreement that Havens and Leong would equally own and control the licenses, did not transfer all of the licenses into a legal entity for several years, did not allow Leong to share in

decision making with respect to the licenses, did not adjust Leong's ownership interest in the licenses so that Leong has equal ownership interest, has not developed or operated under the licenses as required by the FCC and as is necessary to maintain the licenses and realize value, and continues to abuse his position as purported "majority owner" of the licenses to benefit himself.

27. On October 31, 2002, prior to the formation of the other entities which are the subject of this Complaint, Leong filed a complaint in this court against Havens, asserting claims for Declaratory Relief, Breach of Contract, Breach of Fiduciary Duty, Fraud, and Dissolution and Accounting. Pursuant to a motion by Havens, and certain arbitration provisions in the Telesaurus-VPC and Telesarus GB LLC agreements, this court ordered the dispute to arbitration in San Francisco before the American Arbitration Association, where the action still is pending. The pending arbitration, due to the unfortunate death of the first arbitrator and many continuances largely due to Havens' failure to provide timely written discovery concerning the operations of the partnership assets and various LLCs, and his firing and hiring of new counsel now more than ten times, is still ongoing. The arbitration currently is scheduled for a July 13, 2015 hearing before arbitrator James Madison.

28. Havens' abuse of his position includes, but is not limited to:

a. refusing to properly adjust the ownership rights in the licenses per the parties' agreement;

b. refusing to allow Leong an equal right to control the licenses per the parties' agreement;

c. paying himself excess compensation without Leong's consent;

d. paying himself from entities from which Havens was not permitted to be paid;

e. declaring bonuses to himself without Leong's consent;

f. paying personal legal fees associated with this legal proceeding with LLC funds;

g. spending LLC resources on frivolous litigation, including his defense of this case;

h. failing to distribute proceeds from licenses, leases, and sales of licenses to Leong;

i. failing to make any reasonable attempt to monetize, fund, or otherwise exploit the valuable FCC spectrum licenses held by Havens and the Defendant Entities;

j. failing to timely prepare, file and share with Leong tax returns and financial statements;

k. using partnership money and assets to acquire additional licenses in the name of entities in which Havens claims Leong has no interest;

l. initiating and pursuing frivolous litigation with the FCC and others that fails to serve the interests of the partnership and limited liability companies, including being personally sanctioned at least fourteen times by the FCC, being sanctioned for rule 11 violations in federal court in Arizona, running through numerous counsel in litigation – more than nine different counsel in the pending arbitration alone – and repeatedly suing his counsel for malpractice;

m. by acting in bad faith, committing deliberate transgressions, and otherwise engaging in egregious conduct in proceedings in front of the FCC, and thereby putting all assets of the Defendant Entities, in which Leong has a substantial ownership interest, at risk of complete loss;

n. failing to meet FCC build out requirements such that certain licenses were revoked by the FCC and rendering others less valuable due to impending revocation;

o. contacting Leong on the eve of important decisions and threatening him to make decisions under duress;

p. making promises regarding the utilization of license sale proceeds for taxes or distributions to Leong, but then failing to pay the taxes or make distributions and instead using the proceeds to pay himself and to bid on new FCC auctions;

q. leasing and selling licenses without the approval of, or even notice to, Leong, and keeping all profits for himself;

r. failing and refusing to provide Leong with requested accountings;

s. and diluting Leong's interest in the LLCs by way of excess and unauthorized compensation paid to Havens and others, and through various improper accounting methods.

29. Leong is informed and believes and thereon alleges that Havens, who has remained in total control of all bank accounts into which sums have been deposited on behalf of the partnership between Leong and Havens, has used partnership monies to pay for Haven's own personal expenses and/or expenses that Havens incurred on behalf of unrelated entities.

30. On March 30, 2012, a gentleman named Channing Jones filed a complaint against Havens in this Court (Case No. RG11598985). That complaint alleged similar facts to those alleged by Leong – i.e., that Jones invested in the acquisition of FCC spectrum licenses, but that Havens failed to honor his commitments, and obscured his misdeeds by means of creating various and shifting ownership interests in a maze of limited liability companies which Havens formed and re-organized and re-named over the years. Despite successfully arguing in the Leong case that arbitration was required, Havens, after removing the case to federal court and then losing his opposition to a motion to remand back to this court, argued in the Jones case – despite the very same arbitration provision as in the Telesaurus LLC agreements – that arbitration was improper. Jones argued that a determination of interests, and their monetary value, was the central and common factual issue for both the Jones and Leong cases, and thus the case should not only be sent to arbitration, but to the same arbitrator. This court agreed in part, sending the case to arbitration but determining that AAA should determine whether to consolidate the actions. The Jones case was settled on confidential terms in 2013. However, per FCC filings, Jones no longer has an ownership claim to any entities named as defendants in this matter.

31. The written LLC agreements relating to VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC expressly state that, in addition to the arbitration provision:

> Either Party hereto may apply to court of competent jurisdiction for injunctive or other equitable relief pending final determination of rights and obligations by arbitration in accordance with Section (9.4 ("Interim Order"), provided that the party applying for such Interim Order shall forthwith upon the grant (if any) of the Interim Order commence arbitration proceedings in accordance with this Agreement in order to obtain a final determination of the dispute or

> disputes before the court leading to the grant of the Interim Order and, if necessary, apply to stay all further proceedings before the court in order to do so.

Leong therefore, by way of this Complaint, only seeks injunctive and equitable relief against VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC, except to the extent they are necessary parties to other claims on the basis of their status as alter egos/single business enterprises, subsidiaries, joint ventures, or the like. While the parties and issues that are the subject of the arbitration are related to this Complaint, there is no written LLC agreement with regard to the other entity defendants and thus Havens has stated that there is no provision requiring those entities to arbitrate this dispute.

WHILE THE ARBITRATION HAS BEEN PENDING, HAVENS ACQUIRED WHAT WERE OR SHOULD HAVE BEEN PARTNERSHIP ASSETS IN THE NAME OF NEWLY-FORMED ENTITIES AND CLAIMED THOSE ASSETS FOR HIMSELF

32. Havens' misconduct continued after the filing of the arbitration demand by Leong. Without Leong's knowledge or consent, Havens formed other entities and began siphoning off assets to those entities, as well as lending the new entities money from the partnership to buy more licenses to the exclusion of Leong. Havens also sold some licenses and kept the money for himself, or used the money, often sourced via cash loans received and provided by VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC, or other entities in which Leong had or should have had an interest, to acquire additional licenses to the exclusion of Leong.

33. VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) was formed on December 22, 1999, and TELESAURUS HOLDINGS GB LLC was formed on December 31, 2000. These are the two entities to which Leong is expressly an owner and member, and which were initially intended to hold the licenses that were the subject of the Partnership Agreement between Havens and Leong. They are the subject of the pending arbitration.

34. The written agreements governing VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC contain language that the "Series B Members," which included Leong as holding a 49.9999% undivided beneficial

interest, "shall be allocated the percentage of the Company's overall Profits or Losses exclusively attributable to the use of the Joint Licenses (and any property exchanged for the Joint Licenses or otherwise contributed to the Company for the Capital Account of Series B Members) by the Company in its business, including the business of subsidiaries and joint ventures (the "Allocation Percentage")."

35. Pursuant to Havens' filings in the FCC, Havens formed ENVIRONMENTEL LLC. On March 3, 2005, Havens formed INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC. On December 27, 2006, Havens formed SKYBRIDGE SPECTRUM FOUNDATION, a purported nonprofit entity. On December 31, 2007, Havens formed ATLIS WIRELESS LLC. On March 25, 2010, Havens formed V2G LLC. On June 29, 2011, Havens formed ENVIRONMENTEL-2 LLC. Havens provided Leong with either no information or no important details about the formation and operations of these companies. These entities, and perhaps others that Leong does not know of, were formed and used to misappropriate partnership property (specifically, the assets and money of VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC), or what should have been partnership property, for the benefit of Havens and to the exclusion of Leong. Pursuant to the written agreements governing VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC, Leong has at least a 49.9999% beneficial interest of each of the Defendant Entities, as each is a subsidiary and/or joint venture of the others and their profits are attributable to the licenses co-owned by Leong and Havens. Moreover, Leong in fact has a beneficial ownership interest of at least 50% in each of the entities pursuant to the Partnership Agreement.

36. Leong had no knowledge that Havens established ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC to misappropriate partnership assets and licenses that should have belonged to Leong, or that Havens was acting in his own interests to the exclusion of Leong when forming those entities. Those facts were learned during discovery in the related arbitration

between the parties, when, after years of delay, Havens finally produced enough information for Leong's experts, in 2014 and 2015, to review FCC records and piece together enough information to establish Havens' wrongdoing. In many instances, Leong had never heard of the entities formed by Havens; however, Leong was informed at literally the eleventh hour of Havens' desire to set up a non-profit entity in the name of SKYBRIDGE SPECTRUM FOUNDATION. Leong was informed by Havens, and believed, that the non-profit entity would benefit the partnership between Havens and Leong, and Leong never understood or agreed that it would be used to divest Leong of his ownership or control rights over assets that did or could have belonged to the partnership between Havens and Leong. With regard to ATLIS WIRELESS, LLC, which holds no licenses but serves as the "financial hub" through which the finances of each of the Defendant Entities pass through, Leong did not even know that ATLIS WIRELESS LLC existed until approximately 2009.

37. Havens has never paid Leong any proceeds of any asset sales, including the recent substantial sale to Amtrak, as required by the parties' Partnership Agreement and the written LLC agreements, but instead misappropriated licenses and money generated by those assets belonging to TELESAURUS HOLDINGS GB LLC and VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) – companies in which Leong has 50% ownership – and diverted those assets to himself personally by transferring those assets to ATLIS WIRELESS LLC then directly transferring those licensing assets, or using money garnered from those assets, to purchase additional licenses for other entities including ENVIRONMENTAL LLC and ENVIRONMENTAL-2, LLC (both wholly owned subsidiaries of companies 50% owned by Mr. Leong), V2G, LLC, and INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC. These companies are all wholly owned and/or controlled by Havens personally.

WHILE THE ARBITRATION HAS BEEN PENDING, HAVENS MISAPPROPRIATED PARTNERSHIP ASSETS, OR WHAT SHOULD HAVE BEEN PARTNERSHIP ASSETS, TO ENTITIES WHICH ARE IN REALITY JUST A SINGLE-BUSINESS-ENTERPRISE AND HAVENS' ALTER EGO

38. ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION &

MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC are each exclusively owned and operated by Havens, and are each his alter ego. Havens, again per public statements and filings with the FCC, is the sole controlling manager, board member and/or owner of each of these entities. Despite controlling assets worth tens, if not hundreds, of millions of dollars, Havens has refused to seek any venture capital or investment funding to develop or monetize these assets, failed to hire an experienced staff of qualified employees to manage the operations of such a valuable business, and failed to expend any significant capital to effectuate any sound business plan. For example, Havens operates the Defendant Entities from the disheveled quarters of a shades-drawn residential house in a non-commercial street in South Berkeley. Each of these entities transferred and commingled funds with each other, as well as with Havens and VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB LLC, failed to observe corporate formalities, including maintaining minutes, and failed to contribute sufficient capital to develop the valuable FCC licenses. Moreover, each of these entities shares a joint business plan and operating agreement and integrates their resources and operations to achieve a common business purpose, thereby rendering them a single-business-enterprise. In filings with the FCC, Havens has made clear that these entities have financial "agreements with [each other] to receive and provide cash loans in support of aspects of their common business plan." In other FCC filings, Havens has said:

> The Licensee [Intelligent Transportation & Monitoring Wireless LLC] has a Limited Liability Company agreement (the "LLC Agreement") that describes its ownership, management, and entity procedural matters. The LLC Agreement was entered into on March 3, 2005. The LLC Agreement's provisions are fully in accord with the Delaware Limited Liability Company Act, under the Delaware statutes. In addition said LLC Agreement, including the ownership and control provided for in the LLC Agreement, is described in the Licensee's Form 175 in Auction No. 87, File No. 0004174672, and in its Form 601 in Auction No. 61, File No. 0002304206. The LLC Agreement still continues as of the date of this filing.
>
> **The Licensee has an agreement with the following entities as to certain shared business plans, operations, and other matters** (the "Shared Matters"). The date on which the Licensee entered into the below described agreement on the Shared Matters with each of

the below listed entities is listed in parenthesis after each entity. Said other entities are the following:

ATLIS Wireless LLC (12/31/2007)

V2G LLC (03/15/2010)

Verde Systems LLC (formerly known as Telesaurus-VPC, LLC) (03/03/2005)

Environmentel LLC (formerly known as AMTS Consortium LLC) (03/03/2005)

Environmentel-2 LLC (a wholly-owned subsidiary of Environmentel) (06/29/2011)

Telesaurus Holdings GB LLC (03/03/2005)

Skybridge Spectrum Foundation, a nonprofit corporation (12/27/2006)

Warren Havens, Individual (03/03/2005)

(together, the "Associated Entities")

The Shared Matters involve the following: sharing of certain office facilities and resources; sharing of certain business plans and associated developments to provide wireless spectrum and services for "smart transportation," "smart grid" or energy systems, and "smart" monitoring and protection of the environment in many parts of the nation; shared pursuits of legal claims and cases before the FCC, courts, and other authorities; certain shared management; certain inter-entity loan arrangements; use of the term "SkyTel," to designate two or more of the entities (the Licensee along with the Associated Entities); and from time to time, other shared matters that increase the mutual efficiencies and benefits among these entities. The Shared Matters agreements are still continuing as of the date of this filing.

39. On a website established by Havens – http://www.terranautx.com – Havens confirms that the various entities are a related joint venture. The website states "Skybridge Spectrum Foundation, a nonprofit corp., Telesaurus GB LLC, Verde Systems LLC, Environmentel LLC, Environmentel-2 LLC, Intelligent Transportation & Wireless LLC, V2G LLC, and Atlis Wireless LLC (sometimes together called "SkyTel" or the "SkyTel Group"). Each is a Delaware-domiciled entity. Warren Havens is founder and President of each," and that the group was

"Founded and operated under a common core business plan for certain nationwide wireless founded on precise positioning, navigation, and timing (PNT)."

40. Havens has shifted substantial partnership assets, or what should be partnership assets, to at least three entities (ENVIRONMENTEL-2 LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, and V2G LLC), which Havens wrongfully asserts Leong has no ownership interest in, and to a fourth entity, his purported personal "nonprofit" (SKYBRIDGE SPECTRUM FOUNDATION) whose alleged non-profit status was rejected by the FCC and improperly relied upon by Havens as a means to avoid FCC build out and service requirements. On information and belief, Havens has shifted tens or hundreds of millions of dollars in value into these four companies to his own personal benefit and Leong's detriment. Therefore, an injustice will result – Havens' continuing misappropriation of shared partnership assets for his own exclusive benefit at Leong's expense – if the corporate veil is not pierced and Havens and the Defendant Entities are not found to be alter egos and/or a single entity.

WHILE THE ARBITRATION HAS BEEN PENDING, HAVENS HAS FAILED TO FULFILL HIS DUTIES WITH REGARD TO BUILDING OUT THE LICENSES AND OTHERWISE MEETING FCC REQUIREMENTS AND, AS A RESULT, HAS HAD SOME LICENSES TERMINATED AND OTHERS ARE AT SIGNIFICANT RISK OF BEING TERMINATED SOON

41. FCC rules mandate that when a license is issued, the associated component wireless stations must be constructed, and operations commenced, within two years of obtaining the license. This is subject to extension by the FCC. The rules also provide that if a licensee fails to construct a station within the construction period, the license for the station terminates automatically without any further FCC action.

42. On information and belief, Leong estimates that the collective entities that are parties to this action have a present value of several tens or hundreds of million dollars, possibly more. However, some of this value has been lost already, and more is at great risk of loss. For example, based upon Havens' own internal analysis, only recently provided to Leong, it is estimated that Havens' failure to abide by FCC rules and regulations, including build out and service requirements, has already caused an estimated loss of value of between the $77 million

and $108 million due to the termination of licenses by the FCC. Moreover, the entities control numerous other valuable licenses (especially in the 217-219 MHz spectrum range) that are scheduled to expire within the upcoming months, thereby likely causing even more significant economic damage to Leong. Rather than accomplish, or even work toward, the build out and service requirements to ensure renewal of the licenses and the ability to fully monetize them, Havens has rejected the accepted and established uses of the licenses and instead has engaged in nothing but pointless gamesmanship with the FCC and speculation over fanciful theoretical uses for these licenses. Havens is in constant litigation with the FCC and many times courts have commented explicitly on the frivolousness of his claims and arguments. The FCC has sanctioned Havens several times, to the financial and credibility detriment of the LLCs and Leong.

43. In terminating certain licenses, the FCC has pointed out Havens' repeated failures. In a February 3, 2014 order, an FCC Deputy Chief stated in a formal order:

> The Division also gave proper weight to Petitioners' claims for special consideration based on Skybridge's non-profit status. Havens has provided no support for this contention that a non-profit licensee is entitled to special consideration in applications for extension or waiver of its construction requirements. The mere fact that a licensee is a non-profit organization does not entitle such an organization to a waiver of any regulation under section 1.925 of the Commission's rules. The Commission's rules make no distinction between for-profit and non-profit entities for purposes of determining compliance with construction requirements and Havens has provided no precedent to support a deviation from this policy.
>
> In short, the public interest cannot be served solely by promises of future deployment. At some point theory must give way to action and "due diligence" must yield to tangible results. For Havens that time has long since passed. Petitioners have held the Havens Licenses since 1999 and yet have failed to construct facilities or provide service in any of their license areas, even as other licenses have begun to offer meaningful service in the 220 MHz band. Instead, the Licensees made the voluntary decision to pursue technologies that, whatever their theoretical merits, were not supported by the existing 220 MHz device ecosystem. Thus, we find that the public interest is best served by affirming the termination of the Havens Licenses and allowing other parties the opportunity to make actual use of the spectrum resources.

44. In attempting to avoid the build out requirements, and thus continuing to put the licenses at risk, Havens has engaged in constant frivolous litigation (including countless appeals and requests for rehearing, even when repeatedly being told that he had exhausted his right to

appeal) with the Federal Communications Commission. Moreover, like in the pending arbitration with Leong, Havens has constantly replaced legal counsel to delay and complicate the process (in the arbitration Havens is now represented by his eleventh different lawyer). Chief FCC Administrative Law Judge Richard L. Sippel stated in a 2014 order

> Environmentel and Verde have repeatedly filed frivolous motions that ignore or defy the Presiding Judge's prior orders. Like Mr. Havens, they have demonstrated contempt for the Presiding Judge, the Commission, the Commission's rules, and this proceeding. Accordingly, the Presiding Judge must consider whether Environmental and Verde should be allowed to continue their contemptuous participation. Also under consideration is a referral of the conduct to the Office of General Counsel for appropriate action.

45. As a further example of Havens' embarrassing misconduct, in a November 26, 2013 order, the FCC stated:

> [T]he Commission has already considered and rejected Havens' argument in deciding his multiple petitions for reconsideration and his May 2006 application for review. Section 1.41 is not a vehicle for disappointed license applications to sidestep Commission procedures and erase past Commission decisions reached consistent with those procedures, particularly when an application has taken full advantage of those procedures beyond the point of abuse and nonetheless seeks to revisit yet again decisions in which the Commission has repeatedly rejected the applicant's position. We therefore dismiss Havens' information request for Commission action.

46. In 2012, Havens was issued a serious sanction by the FCC after he was turned down eleven separate times on the same matter. The FCC required that Havens seek advance permission before filing any further documents (essentially the FCC equivalent of characterizing a plaintiff as a "vexatious litigant" under California law). On October 7, 2014, the FCC stated in an order:

> On June 9, 2014, we issued a memorandum opinion and order in which we denied reconsideration of the most recent in a series of Commission and staff orders upholding a sanction the Commission issued against Warren C. Havens in 2012 for abuse of process. In doing so, we expressly stated that Havens "should not expect further administrative review of the sanction," and that this proceeding, "[l]ike the underlying licensing proceeding itself, ... is now terminated." Despite those clear admonitions, Havens seeks reconsideration of our June 9 order. Reconsideration is denied.

47. Havens has repeated his conduct with the FCC in the arbitration with Leong, where he has managed to delay the proceedings for over a decade and still has not produced the

records required for Leong to account for his interests.

48. Havens has many times sought extensions of the FCC build out and other requirements in order to delay termination of various licenses. He was granted several extensions, but eventually Havens' failure to do anything whatsoever to meet the requirements resulted in denial of extensions and thus termination of licenses. For example, in a 2007 denial letter, the FCC terminated a valuable license stating "failure to construct under that license was, thus, the result of a business decision, and, therefore, not grounds for further extension." Havens challenged the ruling, representing to Leong that he had strong grounds for reconsideration and would certainly retain the licenses. However, in March 23, 2015 FCC order, the FCC "affirm[ed] for the second time [its] decision to deny a fourth construction extension…." The FCC explained that Havens' failure to meet the construction or coverage deadline was due to his business decision, not a situation beyond his control as required for further extension. Moreover, the FCC rejected Havens' arguments with regard to his various LLC entities, stating

> . . . any alleged 'mixing' of these entities does not change the findings in the 2007 Denial Letter, confirmed on reconsideration in the 2012 Order, that the licensee's failure to timely construct under the subject license was not due to any circumstances beyond the licensee's control, that this failure was the result of a business decision, and, therefore, such a decision was not grounds under our Rules for any further extension of the applicable construction deadline.

The FCC also rejected Havens' claims of bias, holding that "[a]bsent specific factual allegations of improper actions or motivations on the part of members of the Commission's staff … bald assertions of possible bias is totally inappropriate."

49. Havens' utter inability to manage the business assets of the partnership and/or the LLCs demonstrates that Havens, in fact, lacks any ability to conduct a viable business. Most recently, Havens has continued his unrelenting gross mismanagement of the partnership and/or LLC assets by pursuing unsupported and frivolous positions in the court system and in FCC hearings which have cost plaintiff hundreds of thousands or millions of dollars in attorneys' fees and asset value, wasted innumerable business hours of a small, essentially two person, company, and produced results severely detrimental to the assets of the partnership, the LLCs, and Leong. For

example: (1) in September 2014, the U.S. District Court for the District of New Jersey granted judgment against Havens and the related entities who had been asserting federal antitrust claims against a competitor by characterizing Havens' claims as a "collection of ambiguous evidence…that, once examined, ring hollow" and implying that it is Havens' business plan that runs afoul of federal antitrust laws – "Havens' vision for spectrum requires that he and his companies must possess just about all of it for their vision to become a reality. Something that requires elimination of their competitors, and not the other way around"; (2) in October 2014, the Ninth Circuit Court of Appeals affirmed more than $100,000 in Rule 11 sanctions against the Telesaurus entities for Havens' insistence on pursuing claims in federal district court in Arizona against a power company when the Ninth Circuit had already instructed Havens that those specific claims were preempted by federal law; and, (3) in March 2014, the FCC rejected Havens' latest motion for reconsideration of its earlier order, where the FCC required Havens and certain of the related entities to forfeit several AMTS licenses, valued at tens or hundreds of millions of dollars, because of Havens' failure to perform at all (i.e., properly build out the license area) as required by the license grant. Havens, of course, never informed Leong of any of these recent failings.

HAVENS RECENTLY ASSIGNED AND LEASED SPECTRUM LICENSES (PURPORTEDLY) OWNED BY ENVIRONMENTEL LLC AND SKYBRIDGE SPECTRUM FOUNDATION TO AMTRAK, BUT NEVER DISCLOSED THE DETAILS OF THAT TRANSACTION TO LEONG, NOR HAS HE DISTRIBUTED MONEY TO LEONG FOR HIS SHARE OF THE PROFITS

50. On March 4, 2015, the FCC approved the assignment and lease of certain spectrums purportedly owned by ENVIRONMENTEL LLC and SKYBRIDGE SPECTRUM FOUNDATION to Amtrak. Leong is informed and believes that Amtrak paid millions of dollars for the licenses, but does not know which licenses or the actual amount paid, because Havens never disclosed anything about the transaction to Leong.

51. The licenses assigned and leased to Amtrak should rightfully be, or should have been, the assets of the partnership formed by Havens and Leong, and thus co-owned and controlled equally by Havens and Leong.

52. Leong is informed and believes that Havens has made other sales of partnership and/or LLC assets and that Havens has sold, assigned, leased, or otherwise monetized licenses that constitute, or should constitute, partnership property without accounting to Leong.

THE FCC'S CHIEF ADMINISTRATIVE LAW JUDGE RECENTLY CONCLUDED THAT HAVENS HAS ENGAGED IN YEARS OF DELIBERATE TRANSGRESSIONS, FALSE AND MISLEADING STATEMENTS, HARASSMENT, BAD FAITH, CONTEMPTUOUS BEHAVIOR, AND OTHER EGREGIOUS CONDUCT, AND CERTIFIED TO THE ISSUE OF WHETHER HAVENS HAS THE CHARACTER QUALIFICATIONS TO HOLD FCC LICENSES, WHICH HAS PUT ALL LICENSES AT SIGNIFICANT RISK OF FORFEITURE

53. In an order dated April 22, 2015, the Chief Administrative Law Judge at the FCC, Richard L. Sippel, issued an order in a proceeding related to a third party but in which Havens had intervened, ordering that Havens' conduct over a period of several years was so egregious that Havens be excluded from further participating in those proceedings, and also certifying to the FCC for determination as to whether a separate proceeding should be designated to decide whether Havens and his companies qualify to hold FCC licenses. That order stated, in pertinent part, as follows:

> 2. . . . . The Motion for Summary Decision [filed by Havens] is found to be filed in bad faith.... The Presiding Judge concludes that he must certify such deliberate transgressions, together with an account of Mr. Havens' history of disruptive disregard of orders and otherwise contemptuous behavior, to the Commission for determination as to whether a separate proceeding should be designated to decide whether Mr. Havens and his companies qualify to hold Commission licenses.
>
> * * *
>
> 7. . . . . [W]ith gratuitous impudence, Environmentel, Verde, and Havens [acted with] a disregard that maligns the authority of the Presiding Judge even to manage this case.
>
> 8. Environmental, Verde, and Mr. Havens have flaunted and disregarded other rulings on summary decision procedures. . . . Once more, these parties conduct themselves not as officers of the court, but as renegades that impinge on case management by disregarding clearly understandable rulings.
>
> 9. Yet putting aside such unacceptable conduct, the Presiding Judge is most concerned with false or misleading statements Environmentel and Verde have made to support their positions. . . .

* * *

13. . . . The Motion for Summary Decision under consideration here was submitted in bad faith and is patently frivolous. . . .

* * *

14. Mr. Havens has carried out a pattern of harassment of the Presiding Judge and his advisory staff. . . .

* * *

15. . . . He boldly threatened OALJ with a lawsuit under the Federal Tort Claims Act. ..

16. .. Mr. Havens threatened to "pursue economic and other remedies," demanded documents from the Bureau in bold red letters, and implied that counsel for the Bureau had filed with criminal intent a false police report. Mr. Havens added his unsupported conclusion that the Bureau was conspiring to obstruct justice.

17. . . . [Mr. Havens] is conduct has been consistently contumacious and disrespectful. Mr. Havens cavalierly refuses to even acknowledge rulings. He does not properly utilize available appeal procedures. Instead, *con fuerza*, he attempts to verbally intimidate. . . .

19. . . . Mr. Havens and the Havens companies have repeatedly disregarded and violated orders; intentionally ignored and misused deadlines; abused Commission hearing procedures; wasted time and resources of the Presiding Judge, the Enforcement Bureau, and opposing private parties with his frivolous and, at times, misleading pleadings and arguments; frequently taken inconsistent or incoherent positions; and has acted in ways to disrupt this proceeding. . . .

* * *

21. . . . As the case's history demonstrates, the Havens companies have disrupted this proceeding beyond repair, engaging in contemptuous conduct even when represented by counsel. Several attorneys have represented Mr. Havens or the Havens companies in the course of this proceeding, but not one has successfully restrained Mr. Havens' disruptive influence. Enough is enough. The only option remaining is to remove Mr. Havens and his companies from this proceeding.

22. Due to the disruptive and contemptuous conduct of Mr. Havens and the Havens companies, a single issue has taken more than a year to litigate. . . .

23. The Presiding Judge finds that Mr. Havens and the Havens companies not only filed their Motion for Summary Decision in bad faith, but also engaged in patterns of egregious behavior that he believes warrant a separate proceeding in which several issues as to the character qualifications of Mr. Havens and the Havens companies to hold Commission licenses are examined. Accordingly, the Presiding Judge certifies this matter to the Commission.

24. Similarly, Section 1.243(f) of the Commission's Rules authorizes the Presiding Judge to regulate the course of the hearing, maintain decorum, and exclude from the hearing any person engaging in contemptuous conduct or otherwise disrupting the proceedings. As described above, Mr. Havens and the Havens companies have engaged in a pattern of contemptuous conduct that has repeatedly disrupted this proceeding. Accordingly, Mr. Havens and the Havens companies are excluded from any future participation in this proceeding.

Orders

25. **IT IS ORDERED** that conduct described above of Warren Havens; Environmentel LLC; Intelligent Transportation and Monitoring Wireless LLC; Skybridge Spectrum Foundation; Telesaurus Holdings GB LLC; Verde Systems LLC; and V2G LLC **IS CERTIFIED** to the Commission for determination as to whether the facts warrant the designation for hearing of issues as to their qualifications to hold Commission licenses.

26. **IT IS FURTHER ORDERED** that, based on the conduct described above, Warren Havens; Environmentel LLC; Intelligent Transportation and Monitoring Wireless LLC; Skybridge Spectrum Foundation; Telesaurus Holdings GB LLC; Verde Systems LLC; and V2G LLC [or the Havens entities"] **ARE DISQUALIFIED AND EXCLUDED** from further participation in this proceeding.

54. In response to Judge Sippel's recent order, the FCC can issue a "hearing determination order" ("HDO") at any time, potentially very soon, to commence proceedings on Havens' qualifications -- and the qualifications of the companies Havens co-owns with Leong - to hold licenses. Based upon Judge Sippel's Order, there is a substantial likelihood that that the FCC will issue an HDO, and do so promptly. Once the HDO has issued, there is a prohibition on conducting regular business operations of the entities at issue, including the transfer or sale of licenses held by those entities. Thus, if Havens is not divested of control before the HDO issues,

the extremely valuable licenses will likely be lost forever in the event that Havens cannot prevail in establishing his "character qualifications."

55. On May 13, 2015, Havens, through his attorney, informed Leong, for the first time ever, that Verde and Telesaurus GB (and likely Environmental) operate without preparing the fundamental accounting records that are required of any legitimate ongoing business. More specifically, Havens admitted that he does not – and has not for 12 years - prepared any general ledgers for these companies. Furthermore, Havens' attorney also stated that, when necessary for tax purposes (i.e., several years after taxes are due per Havens customary practice), Havens "creates" general ledger information. Havens, therefore, essentially has recently admitted to "per se" unlawful gross mismanagement of the Havens-Leong entities.

56. Furthermore, Havens in the past has acknowledged that the only financial information that is prepared on a regular basis regarding any of the Havens-Leong entities is prepared (even if sporadically and inaccurately) by Atlis. Havens, therefore has himself, only very recently provided clear and direct evidence of the "single enterprise" or "alter ego" relationship of the Havens-Leong entities, with Atlis as their almighty financial controller at the center.

FIRST CAUSE OF ACTION

Dissolution and Accounting

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

57. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

58. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

59. As alleged herein, Havens engaged in years of self-dealing, giving himself compensation and other benefits without any objective basis and without the consent of any independent representative of the companies. Havens never accounted to Leong for what he

received or the basis for it. As a result of Havens' misconduct, Leong has been damaged and is entitled to recover all sums received by Havens as compensation in excess of what would have been approved by independent directors in an arms-length transaction.

60. As alleged herein, Havens engaged in self-dealing transactions via the transfer of licenses, the loaning of money, and the misappropriation of valuable opportunities for himself, to the exclusion of Leong. As a result of Havens' misconduct, Leong has been damaged and is entitled to recover money, or distribution of assets, equal to his 50 percent interest in the misappropriated assets and opportunities.

61. Leong is entitled to a dissolution and accounting of the partnership and ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC on two separate grounds. First, because Leong is a 50 percent owner of the partnership and he desires a dissolution and accounting pursuant to Cal. Corp. Code § 16801(1), he is statutorily entitled to said relief. Additionally, Leong is entitled to dissolution and accounting based on Havens' abuse of his position in the partnership.

62. As alleged herein, since the commencement of the partnership, Havens has taken several actions that contravene the Partnership Agreement between Leong and Havens and which are detrimental to the partnership, the Defendant Entities, and to Leong's interests. Moreover, because Havens and Leong are each 50 percent owners and agreed to share control, and because they cannot agree on the course of the business, there is an irreconcilable dispute in the partnership and deadlock as to decision making, further justifying dissolution.

63. Leong is entitled to dissolution of the Defendant Entities pursuant to the California Corporations Code and the Delaware Code, in that Havens' conduct has prejudicially affected the carrying out of the partnership and LLC business, and the business can no longer be carried on for the partners' or members' mutual benefit or advantage.

64. Due to Havens' many breaches and failures, as alleged herein, and including but not limited to: (1) as stated by the District Court of New Jersey in September 2014, pursuing a business plan that is anti-competitive and possibly in violation of antitrust laws such as Section 1 of the Sherman Act; and (2) engaging is conduct in FCC proceedings that is so egregious that there is now

a substantial risk that, if Havens is not removed or the entities liquidated and dissolved, that all value will be lost, it is not reasonably practicable to carry on the business(es) in conformity with the parties' agreement(s). Havens' conduct is in breach of his fiduciary and contractual duties, is fraudulent, grossly negligent, recklessly misinformed, falls outside the bounds of reasons, and is otherwise in violation of law. Moreover, Havens cannot take the actions necessary, nor should he ever have been doing so unilaterally, for the entities at issue to continue functioning as a business given the 50/50 partnership ownership structure and the deadlock between Havens and Leong.

65. Leong is not in possession of the partnerships' nor the Defendant Entities' books, assets, or accounts. The amount of the partnership assets and liabilities is unknown to Leong and cannot be ascertained without an accounting of profits and losses that occurred during the operation of the partnership business and the LLCs.

66. To prevent further injustice, this court should dissolve the partnership between Leong and Havens, and distribute the money and assets pro rata to Leong and Havens. Moreover, this court should dissolve the Defendant Entities and require an accounting of all assets and property, and make distributions of money and assets according to the balance pro rata to Leong and Havens.

67. The balance due to Leong can be ascertained only by an accounting.

WHEREFORE, Leong prays for judgment as set forth below:

SECOND CAUSE OF ACTION

Constructive Trust

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

68. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

69. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

70. Leong is informed and believes and based thereon alleges that Havens acted wrongfully by obtaining licenses in the name of ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC that did or should have belonged, at least equally, to Leong.

71. The acquisition of the licenses was possible only as a result of breaches of fiduciary duty, breaches of trust, or other wrongful conduct by Havens.

72. Retention of the licenses is wrongful, as it was accomplished solely because of the wrongful acts by Havens.

WHEREFORE, Leong prays for judgment as set forth below.

THIRD CAUSE OF ACTION

Unjust Enrichment

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

73. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

74. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

75. By way of Haven's wrongful acts and omissions, WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC were unjustly enriched at the expense of and to the detriment of Leong.

76. Leong seeks restitution, and seeks an order from this Court disgorging all licenses, profits, benefits, and other compensation obtained by WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING

WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC from Haven's wrongful conduct and fiduciary breaches.

WHEREFORE, Leong prays for judgment as set forth below.

FOURTH CAUSE OF ACTION

Declaratory Relief
(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

77. Leong repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

78. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

79. An actual controversy exists between Leong on the one hand, and WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC on the other, and Leong contends that he owns 50 percent of the licenses and 50 percent of the legal entities and that he is entitled to the benefit of decision making that results from owning 50 percent of the licenses and the legal entities. Alternatively, if Leong is found to own less than 50 percent, Leong contends he is, pursuant to his agreement with Havens, and as a matter of equity, entitled to equal or greater control of the Defendant Entities.

80. No adequate remedy other than herein prayed for exists by which the rights of the parties herein may be determined.

81. Leong desires a determination with respect to the rights and the duties of the parties. Such declaration is necessary and proper at this time in order to completely resolve a long standing dispute between the parties that will only be partly resolved by way of the pending arbitration.

WHEREFORE, Leong prays for judgment as set forth below.

FIFTH CAUSE OF ACTION

Breach of Fiduciary Duty
(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

82. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

83. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

84. As a partner of Leong, and as a managing member of the LLCs, Havens owes a fiduciary duty to Leong to act in the highest good faith and not to seek to obtain an unfair advantage in the partnership or the LLCs by the slightest misconduct, misrepresentation, threat or adverse pressure of any kind.

85. Havens breached fiduciary duties owed to Leong by the conduct discussed above, including but not limited to:

a. failing for years to transfer all of the licenses to co-ownership with Leong;

b. failing to provide 50 percent ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses, the operation of the partnership and operation of the LLCs;

d. failing to develop and/or operate under the licenses;

e. failing to prepare, file and share with Leong annual tax returns;

f. failing to prepare and provide to Leong regular financial statements;

g. acting in bad faith, committing deliberate transgressions, and otherwise engaging in egregious conduct in proceedings in front of the FCC, and thereby putting all

assets of the Defendant Entities, in which Leong has a substantial ownership interest, at risk of complete loss.

h. abusing his majority membership interest in the LLCs for his own benefit; this abuse of position includes, but is not limited to:

i. paying himself excess compensation without Leong's consent;

ii. paying himself from entities from which Havens was not permitted to be paid;

iii. declaring bonuses to himself without Leong's consent;

iv. diluting Leong's interest in the LLCs;

v. establishing and using various entities to divest the partnership of assets and opportunities to acquire assets;

vi. using intercompany loans and loan agreements to take assets for himself;

vii. engaging in self dealing transactions that were not in the best interest of the partnership or Leong (as a partner or shareholder);

viii. paying personal legal fees associated with this legal proceeding with LLC funds.

ix. making promises regarding the utilization of license sale proceeds for taxes or distributions to members of the LLC, but then failing to pay the taxes or make distributions and instead using the proceeds to pay himself and to bid on new FCC auctions;

x. using accounting principles that do not comply with GAAP to dilute Leong; and,

xi. failing and refusing to provide Leong with requested accountings.

86. As a direct and proximate result of Havens' breaches of said fiduciary duties owed by Havens, Leong has suffered special and general damages in excess of the jurisdictional minimum.

87. The conduct of Havens was so fraudulent, malicious, and oppressive as to warrant an award against him of punitive damages to deter such conduct in the future.

WHEREFORE, Leong prays for judgment as set forth below.

SIXTH CAUSE OF ACTION

Fraud

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

88. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

89. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

90. Havens has committed fraud and deceit upon Leong, by acts including but not limited to:

a. inducing Leong to contribute in excess of $1 million for FCC licenses by promising in November 1998, and later repeating and restating that promise via a separate and collateral agreement, that Havens and Leong would be equal partners and have equal rights of decision-making and eventually equal ownership over the licenses, without intending to provide Leong with the promised equal right of control or the promised 50 percent ownership interest in each of the licenses obtained;

b. by continuing to assert to Leong that Havens would, at a later date, make certain that Leong was a 50 percent owner of the licenses with an equal right of control, all the while intending to take no action to ensure such 50 percent ownership interest;

c. by establishing various entities, even after a dispute arose between Leong and Havens, in order to misappropriate money, licenses, and other assets for himself, to the exclusion of Leong

d. by making intercompany loans and loan agreements among the various Defendant Entities for the purpose of using money and assets that belonged at least 50 percent to Leong to acquire new assets for himself, to the exclusion of Leong; and

e. by promising to account to Leong for partnership assets and to distribute profits according to the agreement between Leong and Havens, but never intending to account for or share profits, but instead intending to take all assets and profits for himself.

f. by representing to Leong that he and Leong could not have equal ownership and control of the entities holding their licenses because of FCC bidding rules, even though Havens understood and believed that there was in fact no such requirement, but instead it was something concocted by Havens in order to defraud Leong into temporarily handing over control of the entities, while Havens had no intention of ever honoring the parties agreement to revert back to equal ownership rights.

91. Havens' representations were material and false and he knew or should have known of their falsity.

92. Leong, at the time Havens made these representations and contributed money to obtain the above-referenced licenses, was ignorant of Havens' true intentions, and could not in the exercise of due diligence, have discovered Havens' intentions. As such, Leong justifiably relied upon Havens' representations and his duty to disclose to his partners any material facts.

93. As a proximate result of Havens' fraudulent conduct, Leong has suffered damages in excess of the jurisdictional minimum.

94. The conduct of Havens was so fraudulent, malicious, and oppressive as to warrant an award against them for punitive damages to deter such conduct in the future.

WHEREFORE, Leong prays for judgment as set forth below.

SEVENTH CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing
(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

95. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

96. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong

fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

97. Leong and Havens entered into the Partnership Agreement whereby they agreed that each would have 50/50 ownership and control rights over all licenses acquired. Leong and Havens also entered into written LLC agreements for VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC, whereby Leong is entitled to equivalent rights in all licenses owned or controlled by subsidiaries or joint ventures of those LLCs. Leong substantially performed all of his duties and obligations under these agreements.

98. Havens has prevented Leong from receiving the benefit Leong was entitled to receive under the agreements. Havens is claiming as his own, to the exclusion of Leong, those licenses currently owned or acquired by entities which are in reality joint ventures and/or subsidiaries of VERDE SYSTEMS LLC (formerly known as TELESAURUS-VPC, LLC) and TELESAURUS HOLDINGS GB, LLC. Moreover, Havens is claiming as his own, to the exclusion of Leong, licenses that were acquired using money and/or other assets that belonged, at least in part, to Leong, and thus to which Leong has an ownership interest. Furthermore, each of the entities that is a party to this action, and perhaps others currently unknown, is in reality the alter ego of Havens and/or a single business enterprise and thus each is the subject of the equal partnership between Havens and Leong, and each is liable to Leong for the damages caused to him.

99. Havens has failed to keep Leong informed of the activities of the partnership or the LLCs, and has refused to provide financial and other reports upon request, and has failed to complete tax returns spanning back many years. Havens keeps all of his activity in hiding from his business partner and shareholder in the LLCs.

100. Havens has acted in bad faith, committed deliberate transgressions, and otherwise engaged in egregious conduct in proceedings in front of the FCC, thereby putting all assets of the Defendant Entities, in which Leong has a substantial ownership interest, at risk of complete loss.

101. Havens' conduct was a failure to act fairly and in good faith, and has harmed Leong.

WHEREFORE, Leong prays for judgment as set forth below.

EIGHTH CAUSE OF ACTION

Minority Shareholder Suppression

(Against Defendants WARREN HAVENS, ENVIRONMENTEL LLC, INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC, SKYBRIDGE SPECTRUM FOUNDATION, ATLIS WIRELESS LLC, V2G LLC, and ENVIRONMENTEL-2 LLC)

102. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

103. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

104. Havens, as the majority shareholder of the LLCs at issue, has used the power of his purported controlling interest to deny Leong, a purported minority shareholder, the right to participate in, or enjoy financial returns from, the LLCs.

105. Havens has engaged in oppressive actions, including but not limited to:

a. Refusing to distribute money to Leong, even though the LLCs are profitable;

b. Denying Leong access to information, despite his many requests;

c. Siphoning off earnings to himself through excessive and/or unauthorized compensation and inter-company loans;

d. Entering into favorable contracts with affiliates and entities related to Havens that benefit Havens to the detriment of Leong;

e. Engaging in recapitalization or reorganization or other entity changes designed to reduce or eliminate Leong's interest;

f. Usurping LLC opportunities;

g. Using LLC assets for personal benefit; and

h. Making loans to himself or other related persons and/or entities.

106. Through his scheme, Havens has effectively frozen Leong out of the businesses, leaving Leong with no benefit from his ownership in the LLCs, and no recourse other than to file this lawsuit.

107. Due to Havens' shareholder oppression, Leong seeks dissolution of the LLCs, or the exercise of the Court's equitable powers to tailor a remedy that allows for preservation of the significant value associated with the LLCs, as well as the ability to monetize that benefit. Leong also, or alternatively, seeks a court-ordered buyout of his interest in the LLCs, at a fair value to be determined and approved by the Court.

WHEREFORE, Leong prays for judgment as set forth below.

NINTH CAUSE OF ACTION

Equitable and Injunctive Relief
(Against All Defendants)

108. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in each and every paragraph of this Complaint, as though fully set forth herein.

109. Havens is the alter ego of each of the Defendant Entities, and each of the Defendant Entities is the alter ego of the others. Moreover, each of the Defendant Entities is a single business enterprise and thus subject to alter ego liability. As such, Havens owed Leong fiduciary duties as his partner and as the controlling member and shareholder of each of the Defendant Entities.

110. Havens is, and at all relevant times was, acting in excess of his authority with regard to the entities and licenses at issue, and is selling, leasing, and otherwise disposing of licenses that are, or should be, co-owned by Leong. Havens is also destroying the value of the licenses by failing to meet build out requirements and engaging in misconduct with regard to the FCC, which has resulted in valuable licenses being terminated and others being at risk of impending revocation. Havens is mismanaging, both negligently and intentionally, the Defendant Entities solely for his own benefit, to the detriment of Leong. Specifically, Havens refuses to abide by the express terms of the Verde and Telesaurus GB LLC agreements, including by (1) failing to timely prepare and share tax returns; (2) failing to provide Leong with monetary distributions; and (3) taking LLC funds as personal compensation without authorization.

111. Havens breached his duties to Leong by acting in bad faith, committing deliberate transgressions, and otherwise engaging in egregious conduct in proceedings in front of the FCC, and thereby putting all assets of the Defendant Entities, in which Leong has a substantial ownership

interest, at risk of complete loss.

112. Havens' conduct will cause, and already has caused, irreparable injury to Leong. If not enjoined or a receiver appointed, Havens' conduct will result in the termination of licenses by the FCC worth tens or hundreds of millions of dollars, if not more, without any compensation whatsoever. Moreover, even if the licenses are not revoked, Havens' inability or refusal to meet the build out requirements will result in complete loss of unique and irreplaceable assets that cannot be compensated for by money alone.

113. Havens has recently sold licenses to Amtrak, and perhaps to other third party entities, that generated millions of dollars in profit, but has not distributed any money or provided any information whatsoever to Leong. Without injunctive relief, that money will be misappropriated and forever lost. The proceeds of the Amtrak sale have not been accounted for, but instead Havens has stated they will be used to fund the operations of the LLCs, which will result in depletion of funds pursuant to Havens' wishes without the involvement of his 50/50 partner, Leong. The proceeds of the Amtrak sale should be placed in escrow or otherwise restricted by way of injunctive relief until Leong's interest and right to that money is fully accounted for by Havens and approved by the Court.

114. Leong does not have a plain, speedy, and adequate remedy in the ordinary course of law.

WHEREFORE, Leong prays for judgment as set forth below.

CLAIMS ALREADY COMPELLED TO ARBITRATION AGAINST HAVENS, VERDE AND TELESAURUS GB – NOT SUBJECT OF PLAINTIFF'S MOTION TO AMEND

FIRST CLAIM

(Declaratory Relief Against Havens)

1. An actual controversy exists between Leong on the one hand, and Havens on the other, and Leong contends that he owns 50 percent of the licenses and 50 percent of the legal entities (LLCs) and that he is entitled to the benefit of decision making that results from owning 50 percent of the licenses and the legal entities.

2. No adequate remedy other than herein prayed for exists by which the rights of the parties herein may be determined.

3. Leong desires a determination with respect to the rights and the duties of the parties and a declaration that his contentions listed in paragraph 16 of this attachment to the arbitration demand are correct. Such declaration is necessary and proper at this time in order that all of the disputes among the parties may be resolved in one action and so as to avoid multiplicity and circuitry of legal actions that would otherwise necessary.

SECOND CLAIM

(Breach of Contract Against Havens)

4. The Partnership Agreement between Leong and Havens and the subsequent LLC agreements constitute valid, enforceable and binding agreements between the parties.

5. Leong has performed all of his obligations under the agreements with Havens except as excused.

6. Leong has demanded that Havens abide by the terms of the Partnership Agreement numerous times and that Havens provide Leong with equal ownership interest in the licenses and the LLCs and that Havens transfer the licenses into a legal entity.

7. Despite Leong's demands, Havens has breached, and continues to breach, the Partnership Agreement as follows:

a. failing for years to transfer all of the licenses to co-ownership with Leong;

b. failing to provide 50 percent ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses;

d. failing to develop and/or operate under the licenses;

e. paying himself a salary in excess of $250,000 without Leong's consent; and

f. diluting Leong's interest in the LLCs.

8. As a direct and proximate result of Havens' breaches, Leong has suffered damages within the jurisdiction of this tribunal.

9. Havens, despite multiple requests by Leong, failed and refused to provide complete documentation of accounting so that Leong can understand how partnership and LLCs funds are being utilized.

10. In 2004, after selling a portion of the VPC licenses for a price in excess of $1,000,000, Havens informed Leong that he would use the proceeds, at least in part, to pay the LLC's taxes and/or to make distributions to LLC members.

11. Despite Havens' promises, he failed to use any portion of the sale proceeds to pay taxes or to make partnership distributions, but rather paid himself $100,000 and further used the funds to bid on other FCC auctions.

THIRD CLAIM

(Breach of Fiduciary Duty Against Havens)

12. As a partner of Leong, and as a managing member of the LLCs, Havens owes a fiduciary duty to Leong to act in the highest good faith and not to seek to obtain an unfair advantage in the partnership or the LLCs by the slightest misconduct, misrepresentation, threat or adverse pressure of any kind.

13. Havens breached the fiduciary duty owed to Leong by the conduct discussed above, including but not limited to:

a. failing for years to transfer all of the licenses to co-ownership with Leong;

b. failing to provide 50 percent ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses, the operation of the partnership and operation of the LLCs;

d. failing to develop and/or operate under the licenses;

e. abusing his majority membership interest in the LLCs for his own benefit; this abuse of position includes, but is not limited to:

i. paying himself in excess of $250,000 per year without Leong's consent;

ii. paying himself from entities from which Havens was not permitted

to be paid;

iii. declaring bonuses to himself without Leong's consent;

iv. diluting Leong's interest in the LLCs; and

v. paying personal legal fees associated with this legal proceeding with LLC funds.

f. making promises regarding the utilization of license sale proceeds for taxes or distributions to members of the LLC, but then failing to pay the taxes or make distributions and instead using the proceeds to pay himself $100,000 and to bid on new FCC auctions; and,

g. failing and refusing to provide Leong with requested accountings.

14. As a direct and proximate result of Havens' breaches of said fiduciary duties owed by Havens, Leong has suffered special and general damages within the jurisdiction of this tribunal.

15. The conduct of Havens was so fraudulent, malicious, and oppressive, as defined by California Civil Code section 3294, as to warrant an award against him of punitive damages to deter such conduct in the future.

FOURTH CLAIM

(Fraud Against Havens)

16. Havens has committed fraud and deceit upon Leong, by acts including but not limited to: (1) inducing Leong to contribute in excess of $1,120,000 for FCC licenses by promising in November 1998 that Havens and Leong would be equal partners and have equal rights of decision-making and eventually equal ownership over the licenses, without intending to provide Leong with the promised equal right of control or the promised 50 percent ownership interest in each of the licenses obtained; and, (2) by continuing to assert to Leong that Havens would, at a later date, make certain that Leong was a 50 percent owner of the licenses with an equal right of control, all the while intending to take no action to ensure such 50 percent ownership interest.

17. Havens' representations were material and false and he knew or should have known of their falsity.

18. Leong, at the time Havens made these representations and contributed money to obtain the above-referenced licenses, was ignorant of Havens' true intentions, and could not in the

exercise of due diligence, have discovered Havens' intentions. As such, Leong justifiably relied upon Havens' representations and his duty to disclose to his partners any material facts.

19. As a proximate result of Havens' fraudulent conduct, Leong has suffered damages within the jurisdiction of this tribunal.

20. The conduct of Havens was so fraudulent, malicious, and oppressive, as defined by California Civil Code section 3294, as to warrant an award against them for punitive damages to deter such conduct in the future.

FIFTH CLAIM

(Dissolution and Accounting Against Havens, Telesaurus VPC, LLC, And Telesaurus Holdings GB, LLC)

21. Leong is entitled to a dissolution and accounting of the partnership and Telesaurus VPC LLC and Telesaurus Holdings GB LLC on two separate and distinct grounds. First, because Leong is a 50 percent owner of the partnership and the LLCs and he desires a dissolution and accounting, he is statutorily entitled to said relief. Additionally, Leong is entitled to dissolution and accounting based on Havens' abuse of his position in the partnership and the LLCs, as discussed further in the following paragraphs.

22. Since the commencement of the partnership, Havens has taken several actions that contravene the Partnership Agreement between Leong and Havens and which are detrimental to the partnership, the LLCs and to Leong's interests, which actions include but are not limited to the following:

a. failing for years to transfer all of the licenses to co-ownership with Leong;

b. failing to provide to Leong 50 percent ownership interest in the legal entities after it was determined that there was no longer a danger of losing the 35% bidding discount;

c. failing to give Leong equal input into decision-making with respect to the licenses, the partnership or the LLCs;

d. failing to develop and/or operate under the licenses;

e. abusing his majority membership interest in the LLCs for his own benefit this abuse of position includes, but is not limited to:

i. paying himself in excess of $250,000 per year without Leong's consent;

ii. paying himself from entities from which Havens was not permitted to be paid;

iii. declaring bonuses to himself without Leong's consent;

iv. diluting Leong's interest in the LLCs; and

v. paying personal legal fees associated with this legal proceeding with LLC funds.

f. making promises regarding the utilization of license sale proceeds for taxes or distributions to members of the LLC, but then failing to pay the taxes or make distributions and instead using the proceeds to pay himself $100,000 and to bid on new FCC auctions; and,

g. failing and refusing to provide Leong with requested accountings.

23. Leong is entitled to dissolution of the partnership and the two LLCs pursuant to the California Corporations Code and the Delaware Code, in that Havens' conduct has prejudicially affected the carrying out of the partnership and LLC business, and the business can no longer be carried on for the partners' or members' mutual benefit or advantage.

24. Leong is not in possession of the partnerships' nor the LLCs' books, assets or accounts. The amount of the partnership assets and liabilities is unknown to Leong and cannot be ascertained without an accounting of profits and losses that occurred during the operation of the partnership business and the LLCs.

25. To prevent further injustice, this court should dissolve the partnership between Leong and Havens, dissolve the LLCs and require an accounting of all partnership and LLC business, assets and property.

WHEREFORE, Leong prays for judgment as hereinafter set forth.

PRAYER FOR RELIEF

WHEREFORE, Leong prays for judgment as set forth as follows:

1. For a declaratory judgment establishing that Leong is entitled to a 50 percent ownership interest of the VPC, LMS-1, LMS-2, 220 Mhz and AMTS licenses, and any other licenses

acquired to date by the various partnerships/legal entities, with equal right of control, and to a 50 percent ownership interest in any other partnership or LLC assets;

2. For compensatory damages according to proof at trial but in an amount in excess of $30,000,000;

3. For an order dissolving the partnerships and the LLCs and requiring an accounting of all partnership and LLC assets and liabilities;

4. For reasonable attorneys' fees permitted by law;

5. For Leong's costs of arbitration;

6. For interest as permitted by law;

7. For punitive damages, pursuant to the Third and Fourth Causes of Action;

8. For such other and further relief as the arbitrator(s) deem(s) proper.

PRAYER FOR RELIEF

WHEREFORE, Leong prays for judgment as follows:

1. For a preliminary and a permanent injunction as follows:

a. Prohibiting the defendants from transferring existing licenses or acquiring new licenses without Leong's express written permission;

b. Requiring that the Defendant Entities immediately prepare and file current tax returns and pay any and all taxes due;

c. Requiring that defendants pay Leong his 50 percent share of the sale of licenses to Amtrak and/or other third parties or, alternatively, for that money to be held in escrow until resolution of this action;

d. Requiring that the defendants work to meet the FCC build out requirements so that additional licenses are not revoked;

e. Requiring, pursuant to Section 2.8 of the LLC agreements for Telesaurus-VPC and Telesaurus Holdings GB, as well as 6 Del. C. § 18-305, that defendants promptly provide Leong with documents sufficient to account for his interest, and the value of that interest, in the licenses at issue;

f. Enjoining the defendants from distributing money or licenses, or making loans to other persons or entities for the purposes of acquiring or maintaining other licenses, without the express written consent of Leong;

g. Entering judgment that Havens has misappropriated assets that either did belong, or should have belonged, at least 50 percent to Leong;

h. Entering judgment that Leong is entitled to at least 50 percent of all licenses at issue (i.e., all licenses held by Havens as well as the entity defendants);

i. Entering judgment that the defendants' acts of misappropriation have been and are willful;

j. Prohibiting Havens from spending money that belongs to the LLCs on his defense of this action, or other related actions, including the pending arbitration between Havens and Leong; and

k. Ordering that the proceeds of the recent Amtrak sale, or any other proceeds derived from the licenses at issue in this case, be placed in escrow or otherwise restricted until Leong's interest and right to that money is fully accounted for by Havens and approved by the Court.

2. For appointment of a receiver and/or receiver *pendente lite* to replace Havens and effectuate the build out requirements imposed by the FCC or, alternatively, operate and potentially liquidate the Defendant Entities and/or distribute all partnership assets, as well as for an order preventing Havens from interfering with the receiver in any way, including a prohibition from further communications with the FCC and any and all actual or potential buyers or business partners of the Defendant Entities;

3. For a declaratory judgment establishing that Leong is entitled to a 50 percent ownership interest in all of the licenses at issue, and any other licenses acquired to date by the various partnerships/legal entities herein identified, or others that may be identified in the future, with equal right of control, and to a 50 percent ownership interest in any other partnership or LLC assets;

4. For compensatory damages according to proof at trial but in an amount in excess of

the jurisdictional minimum;

5. For an order dissolving the partnership and the LLCs and requiring an accounting of all partnership and LLC assets and liabilities;

6. For a court-ordered buyout of Leong's interest in the LLCs at a fair price to be determined and approved by the Court;

7. For reasonable attorneys' fees as permitted by law;

8. For damages and any multipliers allowed by law;

9. For interest as permitted by law;

10. For punitive damages, pursuant to the Sixth and Seventh Causes of Action;

11. For such other and further relief as the Court deems proper.

Dated: July 13, 2015

BERTRAND, FOX, ELLIOT,
OSMAN & WENZEL

By _____
Richard W. Osman
Attorneys for Plaintiff ARNOLD LEONG

ATTACHMENT NO. 3

ATTACHMENT NO. 3

ATTACHMENT NO. 3

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Attorneys for Defendant
WARREN HAVENS

ENDORSED
FILED
ALAMEDA COUNTY
OCT 8 2003
CLERK OF THE SUPERIOR COURT
By Carolyn Lemos, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

ARNOLD LEONG, Plaintiff, v. WARREN HAVENS, Defendant.	CASE NO.: 2002-070640 **PETITION TO COMPEL ARBITRATION** DATE: October ~~17~~ 20, 2003 TIME: 9:00 a.m. DEPT: 31 Date Filed: October 31, 2002 Trial Date: November 7, 2003

Defendant Warren Havens hereby petitions the Court to compel this matter to arbitration, in conformity with the written agreements between the parties.

STATEMENT OF FACTS

This action concerns an on-going business, organized in the form of two Delaware Limited Liability Companies ("LLCs"), managed by defendant Warren Havens, the majority controlling owner, in which plaintiff Arnold Leong also has an ownership interest (the "Business"). The parties agree that each is a founding and current member of the LLCs, that each has contributed cash and other consideration to the Business, and that each has ownership interest therein. Beyond this, however, the Parties diverge regarding the characterization of their relationship and the value and percentage share of the Business.

The Business is based on acquisition of licenses issued by the Federal Communications Commission (the "FCC") for new wireless communication systems. To this end, the Business, headed by Mr. Havens, acquired FCC licenses in three license auctions held by the FCC, and a small number of other licenses outside such auctions (together, the "Licenses"). Each License provides rights to a certain amount of radio spectrum within a certain region of the United States, and a key goal of the Business has been to acquire a nation-wide set of Licenses for certain band widths. The intent of the Business was and remains to pursue the opportunities which this presents. Mr. Leong agreed to partly finance this Business, on terms described below.

In FCC license auctions, a substantial discount or "bidding credit" of 35% is available if the bidder's past and current financial condition is below a certain threshold. Mr. Havens qualified for this bidding credit, whereas Mr. Leong did not. As a result, the Business was, with the advice of counsel, structured in a manner which would permit Licenses to be purchased at auction with the discount, in compliance with all FCC disclosure rules. Mr. Havens and Mr. Leong entered into several oral loan agreements whereby Mr. Leong loaned funds to Mr. Havens, which Mr. Havens used, along with his own funds, to bid for and obtain the Licenses in FCC auctions. The loan agreements gave Mr. Leong the right to convert the loans to a non-controlling interest in the LLCs which would be formed to hold the Licenses and pursue the Business.

In accordance with FCC rules, advice of counsel, and the agreement of the Parties, two Delaware LLCs were formed to hold the Licenses and pursue the Business. The first LLC, called Telesaurus VPC LLC ("Telesaurus-VPC") was formed in 1999, and the second, Telesaurus Holdings GB LLC ("Telesaurus Holdings") was formed in 2001. Mr. Leong converted his loans to non-controlling interests in these two LLCs, and this is reflected in the recitals of the LLC agreements. The Telesaurus VPC Agreement, a copy of which is attached to the Declaration of Petra M. Reinecke, served and filed herewith, as Exhibit A, was signed by both parties as of December 28, 1999, and commits Mr. Havens to transfer certain "VPC" class Licenses obtained through the FCC auction process into that LLC, when

such transfer will not cause a loss of the FCC bidding credit obtained. Similarly, the Telesaurus Holdings Agreement (attached to the Reinecke Declaration as Exhibit B) was signed by Mr. Havens and Mr. Leong as of April 20, 2001, and recites the intention of Mr. Havens to transfer certain other Licenses into that entity with Mr. Leong's concurrence, as well as the parties' intent to seek additional licenses directly in the name of this LLC entity. Subsequent licenses were in fact acquired in the name of Telesaurus Holdings, and continue to be held in that entity.

Further, since formation of the LLCs, the Business has been conducted in conformity with the LLC Agreements. Under the LLC Agreements, Mr. Havens has a majority controlling interest and is the Manager. Mr. Havens, with the advice of expert counsel, formulated, researched and developed the plans for the Business conducted via these two LLCs, and is executing these. The Parties agreed that Mr. Havens would perform these roles and have the interest and rights set forth in the LLC Agreements. In short, the LLC Agreements govern the relationship between the parties with respect to the Licenses and the Business related thereto, and contain terms and conditions to which both parties agreed.

Each of the two LLC agreements contains an arbitration clause. Section 9.1 of the LLC Agreements provides:

> This Agreement and any and all disputes, controversies, claims, or differences ("Disputes") arising out of, relating to, or having any connection with this Agreement (including any question relating to its existence, validity, interpretation, performance, or termination) shall … be referred to and finally resolved by arbitration conducted in accordance with Section 9.2.
>
> **Section 9.2 Arbitration.** The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The number of arbitrators shall be one and shall be appointed in accordance with such rules. The place of arbitration shall be San Francisco, California, in the United States.

Exhibit A, page 21; Exhibit B, page 20.

PROCEDURAL HISTORY

Mr. Leong filed his complaint in this action on October 31, 2002 (the "Complaint"). The Complaint alleges causes of action for breach of contract, breach of fiduciary duty, fraud, and seeks declaratory relief, dissolution and an accounting. The Complaint alleges

that the Business is subject to an oral partnership between the parties that holds or controls the Licenses, and that has existed from the commencement of the Business in late 1998 to the present time and that provides for 50-50 ownership and control. The Complaint further alleges that Mr. Havens has not fulfilled his obligation to transfer the Licenses to the LLC entities established by the Parties to pursue the Business, despite the fact that he could have done so without loss of the bidding credit.

The Complaint was filed on October 31, 2002, but not served until December 13, 2002, along with an application for injunctive relief (set for hearing on December 17, 2002) which would, in effect, have shut down the LLCs' business. Mr. Havens promptly retained counsel on December 16, 2002, just prior to the scheduled hearing on the requested injunctive relief. The hearing did not occur, however, since the parties reached a stipulation, whereby Mr. Havens was not to undertake certain transactions in the Business out of the ordinary course of business without giving advance notice to Mr. Leong, who would then be able to seek injunctive relief. In addition, through counsel, the time for Mr. Havens to respond to the Complaint was extended while the parties agreed to mediate and otherwise attempt to resolve the action. As Mr. Havens had not appeared in the action, his counsel did not attend the Case Management Conference on March 28, 2003.

A full-day private mediation was held on April 29, 2003. Neil Shapiro was retained as mediator by the parties. Although no settlement was reached on that date, the parties continued discussions, through counsel and between themselves, and also held out the possibility of an additional mediation session with Mr. Shapiro or another mediator. Settlement discussions continued directly between the parties until at least September 30, 2003.

No action was taken by plaintiff to proceed with the prosecution of this case until a deposition notice was hand served on Mr. Havens' counsel on September 26, 2003, noticing Mr. Havens' deposition for October 6, 2003. Mr. Leong's counsel was informed that Mr. Havens would be unavailable on that date, and further that Mr. Havens was under the impression that settlement negotiations were continuing. In response, Mr. Havens' counsel

was told that Mr. Leong had now terminated the settlement discussions and intended to proceed to trial on November 7, 2003. Mr. Leong's counsel was informed that, as had been made clear in discussions at the outset of the case if the case could not be resolved prior to responding, Mr. Havens intended to petition to compel arbitration based on the fact that the two LLC Agreements govern the relationship between the parties and bind the parties to arbitrate all disputes related thereto. Mr. Havens now seeks to compel arbitration.

APPLICABLE LAW

A written agreement to submit to arbitration an existing controversy or a controversy thereafter arising is valid, enforceable and irrevocable, save upon such grounds as exist for the revocation of any contract. Code of Civil Procedure §1281. Code of Civil Procedure §1281.2 provides:

> On petition of a party to an arbitration agreement alleging the existence of a written agreement to arbitrate a controversy and that a party thereto refuses to arbitrate such controversy, the court shall order the petitioner and the respondent to arbitrate the controversy if it determines that an agreement to arbitrate the controversy exists, unless it determines that:
> (a) The right to compel arbitration has been waived by the petitioner; or
> (b) Grounds exist for the revocation of the agreement.
> (c) A party to the arbitration agreement is also a party to a pending court actions or special proceeding with a third party, arising out of the same transaction or series of related transactions and there is a possibility of conflicting rulings on a common issue of law or fact....

California has a strong policy favoring arbitration, and its law requires that parties be ordered to arbitration when they have expressly agreed to arbitration in writing. Marsch v. Williams (1994) 23 Cal. App. 4th 250, 254. Failure to require parties to submit to arbitration when they have agreed to arbitration is reversible error. Pioneer Take Out Corp. v. Bhavsar (1989) 209 Cal. App. 3d 1353.

A petition to compel arbitration may be filed in lieu of filing an answer to a complaint. Code of Civil Procedure §1281.7.

ARGUMENT

As detailed above, the LLC Agreements, which govern the relationship between the parties, contains a clear and explicit agreement that "any and all disputes, controversies, claims, or differences ("Disputes") arising out of, relating to, **or having**

any connection with this Agreement" shall be resolved by binding arbitration. Exhibit A, paragraph 9.1 (emphasis added). This arbitration clause, agreed to by both parties, is extremely broad, and clearly encompasses the causes of action of the Complaint in this action, all of which clearly relate to the business relationship between the parties and the Licenses. Plaintiff seeks, by his Complaint, a partition of the Business and of the Licenses. In fact, plaintiff relies on and claims the benefits of the LLC Agreements (and makes the claim that Mr. Havens is bound to transfer all of the licenses into the LLC entities); he cannot now shirk his prior agreements (not just once but twice) to submit this dispute to arbitration.

Further, Mr. Havens has taken no action which may constitute a waiver of his right to compel arbitration. Mr. Havens has not answered or entered an appearance in this case, nor has he participated in or received the benefits of any discovery. The parties simply have, until very recently, attempted to informally resolve their disputes through avenues other than litigation. Under these circumstances, especially given that a clear mandate to arbitrate exists in the written agreements between the parties governing the terms of their business relationship, this case should be ordered to binding arbitration under the auspices of the American Arbitration Association.

CONCLUSION

Mr. Havens respectfully requests that this Court order the parties to arbitrate the claims made in this action, as required by the LLC Agreements.

Dated: October 8, 2003

SCHWARTZ & CERA LLP

PETRA M. REINECKE
Attorneys for Defendant
WARREN HAVENS

ATTACHMENT NO. 4

ATTACHMENT NO. 4

ATTACHMENT NO. 4

13029399

BY FAX

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Attorneys for Defendant
WARREN HAVENS
And Specially Appearing Non-Parties
ENVIRONMENTEL LLC; ENVIRONMENTEL-2, LLC; INTELLIGENT TRANSPORTATION & MONITORING WIRELESS LLC; V2G LLC; ATLIS WIRELESS LLC; SKYBRIDGE SPECTRUM FOUNDATION; VERDE SYSTEMS, LLC; and TELESAURUS HOLDINGS GB, LLC

FILED
ALAMEDA COUNTY
MAY 22 2015
CLERK OF THE SUPERIOR COURT
By _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ARNOLD LEONG, Plaintiff, v. WARREN HAVENS; and, DOES 1through 25, inclusive, Defendants.	Case No.: 2002-070640 **DECLARATION OF JAMES STOBAUGH IN OPPOSITION TO PLAINTIFF'S MOTION FOR APPOINTMENT OF RECEIVER**

I, JAMES ("JIMMY") STOBAUGH, declare under penalty of perjury and state as follows:

1. I am the General Manager of Telesaurus Holdings GB, LLC and Verde Systems LLC, and have held that position approximately ten years. I have personal knowledge of the matters stated herein and could competently testify thereto if called upon as a witness.

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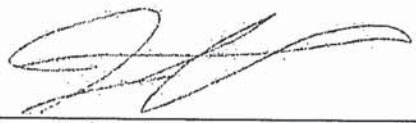
2. I authenticate that I received email dated September 29, 2002, from "atelesaur." A true and correct copy of this email is attached hereto as **Exhibit A**.

3. I know that "Atelesaur" is the email account of Mr. Arnold Leong that has been used by Arnold Leong in communications with me and the two LLCs listed above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true is true and correct.

Executed on May 22, 2015 in Berkeley, CA.



James Stobaugh

DECLARATION OF JAMES STOBAUGH

EXHIBIT A

Jimmy Stobaugh

From: Atelesaur@cs.com
Sent: Sunday, September 29, 2002 11:51 AM
To: jstobaugh@telesaurus.com
Subject: response to mailing

Hello Jimmy,

Just wanted to respond and let you know that I did receive by mail your last communications in regards to Telesaurus affairs. I think I understand what you and Warren are working on and the purposes of keeping me informed. Thanks for keeping me informed, as even though we have a dispute there needs to be ongoing communications.

More to the point is the fact that you have asked whether I have any problems with what was put forth. I understand that Warren is trying to extract what values he can from the licenses; however he and I still have a dispute over the methods. He is trying to sell to extract value, and to date no firm deal has ever been made to do so. There have been many proposed deals, none of which have panned out, and none that materially affects the bulk of our license holdings especially LMS. I maintained that he is jeapordizing the licenses by not building and saving them. Temporary and test sites won't do the job. This is still our main subject of disagreement including separation of business, license assets, as well as the various contributions issues.

I just wanted to reiterate that Warren and I had a 50-50 partnership, contrary to his viewpoint, and that it is subject to dissolution since he insists on unauthorized total control. That means he should not be taking any actions, entering any agreements, etc. without my consent. You might want to let him know that I consider that his taking any actions without my agreement to be violations of our November 98' oral agreement and I will take whatever action is needed to protect my interests.

As to the accounting issues; I understand the need to get the accounting and taxation reports done. I will forward the accounting letter to Jim Evans for his review.

Having stated my continuing concerns so as to be consistent with my position as to our disputed issues, I just wanted to say that I want this all to work out for the best to everyone's benefit. If it also takes wrestling in the mud to get that accomplished, well that is just business. Sometimes big egos get in the way of big business !

Hope you are both well,

Arnold

ATTACHMENT NO. 5

ATTACHMENT NO. 5

ATTACHMENT NO. 5

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WARREN HAVENS

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FILED
ALAMEDA COUNTY
JAN 20 2006
CLERK OF THE SUPERIOR COURT
BY DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

ARNOLD LEONG, Plaintiff, v. WARREN HAVENS, Defendant.	CASE NO.: 2002-070640 **DECLARATION OF WARREN HAVENS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** Date: April 13, 2006 Time: 2:00 P.M. Dept.: 31 Reservation No.: 546885 **Complaint filed: October 21, 2002**

I, WARREN HAVENS, declare:

1. I make this declaration of my own personal knowledge and, if called upon to do so, could and would testify competently as stated herein. I am the defendant in this action and the Manager, President, and majority interest holder member of Telesaurus VPC LLC and Telesaurus Holdings GB LLC (together, the "Two LLCs"). The sole purpose of the Two LLCs is to obtain and develop wireless licenses issued by the FCC for financial returns via license leases, sales, joint ventures, direct operations, and by other uses. Since the latter part of 1998 to this day, I spent well in excess of full time each year as the principal person planning, establishing, developing and executing the Two LLC's and their business, including their start-

up phase until late 1999. I have invested the vast majority of my net worth into these Two LLCs.

2. Both the plaintiff, Arnold Leong, and I have extensive experience in FCC license matters since we each entered this field in the 1980's and have continued in this field to this day. I have extensive personal knowledge that Mr. Leong is expert in FCC licensing and other proceedings, including since he often discussed with me his previous management of two rural cellular operating companies, which he and his wife, Tina Chang, owned. In this regard, the FCC has very strict guidelines concerning the disclosure of ownership interests in applications to participate in auctions and to obtain licenses. Attached hereto as Exhibit D is a true and correct copy of a disclosure that I filed in November, 1998, in connection with my application to enter FCC Auction 20. As required by the FCC rules, the disclosure accurately represents a previous, first oral agreement between me and Mr. Leong. Similar required disclosures of this oral agreement, and other oral agreements with materially the same terms between me and Mr. Leong, were included in other FCC filings on at least five other occasions. All of these disclosures are publicly available on the FCC ULS licensing-database website. Mr. Leong was provided copies of all of these public FCC filings and understood and consented to each one. When he managed cellular companies, he had to make and made similar filings.

3. Under FCC rules and the Communications Act, any party with interest that disputes the disclosed ownership of an entity that submits an application for a FCC license (as described above) must file a formal petition to deny under FCC rule 47 C.F.R. §1.939 (which is pursuant to 47 U.S.C. §309(d) of the Communications Act) within a designated period after the application is placed on Public Notice. If such party fails to do so, the party waives the right to pursue such claim. Mr. Leong never filed any such petition to deny regarding any license application by either of the Two LLCs before the FCC.

4. In December 1999, Mr. Leong and I formed Telesaurus VPC LLC. A true and correct copy of the Limited Liability Company Agreement ("VPC Agreement") is attached hereto as Exhibit **E**. In the first recital paragraph, this LLC Agreement describes the oral agreement first noted above:

> Mr. Havens and Arnold Leong ("Mr. Leong") have previously entered into an oral agreement which provides that in the event that Mr. Havens acquires the Joint Licenses and decides to hold and development (sic) them through any form of business organization, Mr. Leong will have the right to acquire, via conversion of the loan, a non-controlling interest in such organization.

Mr. Leong's signature is on page 25 of Exhibit **E**. Mr. Leong has never disputed the validity of this VPC Agreement or that he freely entered into it.

5. This VPC Agreement provides in Section 9, "Dispute Resolution," for arbitration and choice of law as follows:

> This Agreement and any and all disputes, controversies, claims, or differences ("Disputes") arising out of, relating to, or having any connection with this Agreement (including any question relating to its existence, validity, interpretation, performance, or termination) shall (a) be governed by and construed in accordance with the Act and other laws of the State of Delaware applicable to contracts made or to be performed entirely within such state and without giving effect to any choice of law or similar principles that would lead to the selection of the law of another jurisdiction and (b) be referred to and finally resolved by arbitration conducted in accordance with Section 9.2.

6. Section 9.2 provides that all disputes, controversies or claims in any way connected with the LLC agreement would be resolved through binding arbitration under the Commercial Rules of the American Arbitration Association. Section 9.4 in relevant part provides:

> Either Party hereto may apply to a court of competent jurisdiction for injunctive or other equitable relief pending final determination of rights and obligations by arbitration . . . , provided that the party applying for such Interim Order shall **forthwith** upon the grant (**if any**) of the Interim Order **commence arbitration** proceedings in accordance with this Agreement in order to obtain a final determination of the dispute or disputes . . . . [Emphasis added.]

7. In July 2000, I formed Telesaurus Holdings GB LLC, and in April 2001 Mr. Leong and I executed the Limited Liability Company Agreement of this entity, a true and correct copy of which is attached hereto as Exhibit **F** (the "Holdings Agreement"). Mr. Leong signed the Holdings Agreement and has never disputed the validity of it or that he freely entered into it. At its start, this agreement recites that I (Havens) desired to bid for licenses in a forthcoming FCC auction and that Havens was "to be the person with *de facto* and *de jure* controlling interest in a business entity that bids for such licenses . . . ." This agreement also recites that Leong "desires to provide certain financial backing to Mr. Havens for the above-stated purpose, and for such, to receive a non-controlling interest in the Company . . . ." This Holdings Agreement also contains "Dispute Resolution" provisions identical to those in the VPC Agreement quoted above.

8. In addition, each of these two LLC Agreements had virtually identical "integration" provisions, Section 10.2:

> This Agreement and the Certificate of Formation constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Agreement and the Certificate of Formation **replace and supersede all prior agreements** by and among the Members with respect to the Joint Licenses. With respect to such initially contributed assets, this Agreement and the Certificate of Formation **supersede all prior** written and **oral statements**, and no representation, statement, or condition or warranty not contained in this Agreement or the Certificate of Formation will be binding on the Members, the Manager, or the Company or have any force or effect whatsoever.
> [Emphasis added.]

(The above is from the VPC Agreement. This provision in the Holdings Agreement is identical except the phrase "Joint Licenses" is replaced by "Company FCC Licenses," which means the same thing.) Also, each provides in Section 1.9 that I and Mr. Leong do not intend any partnership relationship (whether "oral" or written).

9. Mr. Leong filed the instant court action in 2002. Ever since the Court ordered this matter to arbitration *more than two years ago*, I have, continuing past previous practice,

kept Mr. Leong informed about all substantial business of the Two LLCs (and invited his questions, suggestions, meetings, etc.) including to seek his approval or non-objection as to certain major business and financing transactions entered into or planned by the Two LLCs with outside entities, and to attempt to minimize his further pursuit of legal claims and actions that would further damage the Two LLCs, specifically the claims he filed in this action. Exhibit **G** hereto contains true and correct copies of a portion of the e-mails and letters that have been sent to Mr. Leong. As evidenced in this written communication exchange, and as I otherwise certify here, Mr. Leong did not object in writing or orally to any substantial action proposed or reported by me to him, and in some cases he indicated his consent, and several times the consent was in a formal writing. (See last paragraph below.)

10. In the latter part of this time period, after Mr. Leong had long since ceased pursuit of his claims, and based on such, I and others (listed in paragraph 13(a) below) contributed well over two million dollars to the Two LLCs and two other LLCs formed in this period to support the Two LLCs, namely (i) AMTS Consortium LLC ("ACL") owned mostly by and managed by Telesaurus VPC LLC, and (ii) Intelligent Transportation & Monitoring Wireless LLC, formed to obtain complementary licenses to and support the Two LLC's and ACL (these four LLCs together hereinafter, the "Four LLCs"). This two million dollars is over two times the total cash Mr. Leong invested in the Two LLCs. These sums have by now been expended by the Two LLCs mostly in additional purchases of FCC licenses, as well as certain critical development of new wireless technology and related market opportunities for utilization of all of the Two LLCs' licenses for their highest and best use.

11. The Two LLC's sole substantial assets are its FCC licenses, and the sole business of each of the Two LLCs is to acquire, and then sell, lease, or commit in joint venture such licenses, and in relation thereto, from time to time, to obtain debt and equity financing. When

either of the Two LLCs enters contracts with outside parties to sell, lease, or commit in a joint venture any of its FCC licenses, or to obtain such financing, the other parties to the contracts virtually always require in the contracts (as is industry practice) that my LLC represent and warrant, and provide supportive indemnification, that there is no pending litigation or arbitration that may adversely affect the subject license assets or my authority to bind the LLC in the contract. *By resurrecting in arbitration his long-abandoned claims in this action, Mr. Leong (i) each day substantially impedes and damages virtually all of the current and future financing and business of the Two LLCs, (ii) severely devalues all of the investments made in the Two LLCs, undermines all existing debt obligations of the Four LLCs, and devalues and threatens revocation of all of the FCC licenses held by the Four LLCs, and (iii) causes or threatens to cause other major damages.* Next is a summary description of these damages and threats, followed by specific cases.

12. The Leong claims, in sum, are that-- contrary to the two LLC Agreements noted above and attached hereto— he has a perpetual 50% interest, including 50% "say," in each of the Two LLCs, via an alleged overarching "oral partnership" that began prior to the Two LLCs' licenses being first obtained from the FCC and that continues to this day. These, and the other related Leong claims, cause the damages described above since:

(a) Under the Leong claims, he has an equal "say" in each of the Two LLCs, and this means that no action by myself, as Manager and President, including the license contracts and financing actions noted above (which, again, are the sum and substance of the Two LLCs' sole purposes and business), is lawful and will stand (see following examples), and that the two LLC Agreements noted above are invalid regarding my management rights.

(b) Under the Leong claims, an "oral partnership" was always in control of the Two LLCs and all its license applications and issued licenses, and this means that I and the

Two LLCs violated, time after time, fundamental FCC licensing ownership disclosure requirements described above (by not reporting the actual entity in control of all of the Two LLCs' license applications, the alleged oral partnership, and its 50-50 ownership and control) which can lead to sanctions including revocation of the licenses, monetary fines, and a bar to future licensing, as well as to challenges by competitors of the Two LLCs before the FCC as to a host of major FCC proceedings in which the Two LLCs are principal parties and the results of which are critical to the Two LLCs.

(c) Under the Leong claims, all of the financial books and records and tax returns of the Two LLCs (which to date Mr. Leong has not materially objected to and which he has used in his income tax filings), as well as various Delaware, California, and other governmental filings, are fundamentally false and grossly incorrect, and this would subject the Two LLCs to IRS and State fines, other agency fines, and expenditure of large sums of time and costs (including on CPA and legal consultants) to reconstruct the books and amend and refile returns and other filings.

(d) Under the Leong claims (including an asserted perpetual 50%), all other members of the Two LLCs have less equity and voting rights than they do under the Two LLCs' LLC Agreements and the major actions pursuant thereto that the Two LLCs took under my management, all of which were reported to Mr. Leong (see paragraph 9 above).

(e) Under the Leong claims, all lenders to the Four LLCs have far less security, and may have rights to call the loans, including since Leong calls for dissolution and the Leong claims cause the above-noted damages to the Two LLCs, and these together will cause catastrophic loss of the value of the Four LLCs' licenses and business plans and existing major opportunities, and by such, result in loss of ability and probability to repay the debt fully and timely.

13. Specific examples of the damages generally described in the preceding section 12 include the following:

(a) Major financing commitments required for the Four LLCs (including the Two LLC's, which as noted above are supported by the other two LLCs) to proceed with their complementary core business plans and capitalize on pending attractive opportunities from the following entities have been suspended or severely restricted: myself (I have made the largest cash commitments to the Two LLCs and to the Four LLCs to date); Berkeley Spectrum Investments LLC, a Delaware LLC, and its principals including Channing Jones, a retired professional baseball player from Kansas City, and his associates who own a major construction company based in Kansas City; and James Stobaugh: these persons informed me of this in certain terms.

(b) Other financing will be difficult to obtain and subject to unattractive terms, or will be refused.

(c) Current loans of over a million dollars to the Four LLCs may be prematurely called, and in such case the Four LLCs will not likely be able to pay the debt and this may lead to adverse legal action and failure of the Four LLCs or one or more of them.

(d) The subsidiary of Telesaurus VPC LLC (AMTS Consortium LLC, or "ACL") will probably have insufficient cash to adequately pursue the expensive litigation action required under its license-sale contract with a large power utility, Northeast Utilities Service Company ("NUSCO"), with respect to clearing before the FCC certain false claims of a competitor which partly blocks the consummation of the sale by ACL to NUSCO of a certain FCC license. Under this contract, NUSCO has placed in escrow with the Bank of New York a seven-figure amount which ACL will receive upon achieving this clearance. This will require litigation in US District Court, substantial discovery, and substantial actions before the FCC.

For reasons noted above, the Leong claims severely limit the Four LLCs, especially ACL's and its parent Telesaurus VPC LLC's ability to obtain financing, and to maintain current debt obligations, and as noted below such claims also divert ACL's and its parent Telesaurus VPC LLC's resources and cash to defend against the claims. At minimum, the Leong claims will substantially delay and greatly decrease the probability for ACL to close on this seven-figure dollar revenue source. ACL's cost basis in this transaction is a small fraction of this seven-figure amount.

(e) A spectrum sale transaction in the New York City area with an established wireless operator that I have negotiated for over a year, with a seven-figure dollar value (in gross revenue, most of which is profit), will not be possible to proceed with, due to the inability to provide the representation and warranty noted above. Again, the cost basis is a small fraction of the gross revenue.

(f) James Stobaugh, the General Manager of the Four LLCs, a married person with a spouse and other family obligations, has indicated that he may have to seek other employment, due to the great risks imposed by the resurrected Leong claims. Mr. Stobaugh has been the principal assistant of mine in operating the Two LLCs since their start, and his resignation would create major damages to the Two LLCs.

(g) The Four LLCs have three principal wireless technology development contracts with leading wireless engineers: Dr. Daniel Devasirvatham at Science Applications International Corporation (San Diego,), Doppler Systems (Phoenix), and Dr. Douglas Reudink of Lightspeed Enterprises (Seattle). The Four LLC's have expended six-figure sums to date, and have made additional commitments to these consultants, and to the FCC and various Federal and State entities (who have interest in using the licenses and this technology). This has already generated major advances that, if completed, will increase many fold the utility and

value of the Two LLCs' FCC licenses and their business opportunities. Also, the most active of these senior engineers (Dr. Reudink and one other engineer in Lightspeed) have agreed to receive equity in the Two LLCs as a major percentage of the total consideration for their work, and this is undercut by the Leong claims for reasons given above. Moreover, the Four LLCs will not have the financing to complete this critical work for reasons indicated in the earlier subsections of this Section 13.

(h) The Two LLCs lost an opportunity to offer all their members the right to make a charitable donation of member interests, by the close of year 2005, to the Tides Foundation of San Francisco, or another foundation, in the aggregate amount of over one million dollars. For the same reasons noted next, the Two LLCs will lose a similar opportunity in 2006. This donation would be of appreciated securities, where the gain is not taxed, but the donor obtains a tax deduction of the professionally appraised fair-market value of the appreciated securities. In the Fall of 2005, the Two LLCs retained and paid a nationally known appraiser in the field of FCC licenses and companies based on them, Walters and Associates, to conduct the appraisal, after researching and discussing with this appraiser "comparable" market transactions in the nation of interests in private companies holding and developing FCC licenses substantially the same as Telesaurus VPC LLC and its "VPC"-class licenses. However, the Leong claims resurrected in the arbitration demand caused this appraisal undertaking to fail and be suspended, since these claims challenge and damage the legal validity of the Two LLCs and their licenses; the members' relative percentages; the actions, plans and viability of the Two LLCs; etc. (all as described above)—in sum, all things that create value in the member interests to be donated, as described above. This resulted in a loss of substantial goodwill, and a loss of Federal and State tax savings of approximately $500,000 for the LLC members. The cost basis

of the subject VPC licenses that would have underlain the donated interests would have been a small fraction of this cash saving.

(i) To defend against the Leong claims, the Two LLCs will have to divert and expend (i) large amounts of the time of their staff and legal counsel, which are already fully booked up on critical work for the Two LLCs for the foreseeable future, and this will cause loss of some valuable opportunities, and (ii) large amounts of the Two LLCs' cash, resulting in loss of some critical uses of this cash for operations and opportunities.

(j) For reasons indicated above, virtually all other essential business, opportunities, and assets of the Two LLCs are or will be substantially adversely affected by the Leong claims, if they are allowed to be resurrected and pursued at this time.

14. Regarding the second of the two formal written consents described in paragraph 9 above, it was executed by Mr. Leong on 12-22-2005 and concerned a license sale by AMTS Consortium LLC to a large electric and gas utility company, Northeast Utilities Service Company ("NUSCO") for a seven-figure dollar sum. A true and correct copy is attached as Exhibit H hereto. Prior to and after entering the sale agreement with NUSCO (respectively in Spring and Summer, 2005), I informed Mr. Leong of the material terms of the sale agreement. He did not raise any objection. Then, in November 2005, Mr. Leong submitted his arbitration demand, resurrecting the claims from this court action. As described above, these claims squarely dispute my authority to enter, perform under, and close such contracts, and to make the representations, warranties, and indemnifications that are required for such contracts and that were in fact contained in this sale agreement. ACL and I sought this formal written consent from Mr. Leong since without it, the ACL representations and warranties and covenants in the sale agreement would, under Mr. Leong's pre-consent claims, be defective and this could give rise to claims and adverse action by NUSCO under the sale agreement including termination

prior to closing, rescission thereafter, and claims under the ACL indemnification obligation. ACL and I informed Mr. Leong, though our respective counsel, that if he did not provide this formal written consent, then ACL would have claims against him including for the lost opportunity if this sale transaction could not be closed due to his claims or was otherwise damaged. Mr. Leong chose to execute this consent which provided, in pertinent part:

> 2. I am the plaintiff in Alameda County Superior Court case number 2002-070640, entitled *Leong v. Havens*. I am also the claimant in the related American Arbitration Association case number 74 180 Y 01055 05 BEAH, filed on November 4, 2005.
>
> 3. I have reviewed the Partitioned License Agreement entered into as of June 28, 2005 between AMTS Consortium, LLC and Northeastern Utilities Service Company ("Agreement") and I am familiar with its contents, including Section 9, Representations and Warranties of Seller, which begin on page 7 of the Agreement.
>
> 4. I am not asserting in connection with the lawsuit and arbitration identified in paragraph 2, above, nor am I threatening to assert in any forum, any claim that would have a material adverse affect on the Agreement or the transactions required or permitted under the Agreement. Nor am I asserting or threatening to assert any claim that would otherwise cause a breach of any of the Representations and Warranties of Seller found in the Agreement including, but not limited to, Section 9, paragraph (c), which provides:
>
>> Litigation. Other than regulatory proceedings of general applicability, there is no litigation, arbitration, investigation or other proceeding of (sic) pending or, per SELLER'S knowledge, threatened against SELLER, before any Governmental Authority and SELLER has no knowledge of any such litigation, arbitration, investigation or proceeding, the result of which, alone or in the aggregate, would have a material adverse affect on the "Partitioned License or Authorization" or the transactions required or permitted under this Agreement.
>
> 5. I have no objection to the consummation of the Agreement in accordance with the terms, conditions, definitions and representations contained therein.

///

///

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed at Berkeley, California, on January 17, 2006.

WARREN HAVENS

ATTACHMENT NO. 6

ATTACHMENT NO. 6

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FILED
ALAMEDA COUNTY
SEP 24 2012
CLERK OF THE SUPERIOR COURT
By Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

HAYWARD DIVISION

CHANNING JONES, Plaintiff, v. WARREN HAVENS, Defendant.	Case No. RG11598985 ASSIGNED FOR ALL PURPOSES TO JUDGE DELBERT GEE DEPARTMENT 510 **FIRST AMENDED COMPLAINT**

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INTRODUCTION

1. In or about 1990, Plaintiff Channing Jones ("Jones") began working with Defendant Warren Havens ("Havens") on projects related to obtaining and selling licenses issued by the Federal Communications Commission ("FCC") for portions of the radio frequency spectrum ("FCC Licenses" or "Spectrum"). Together with Mr. Arnold Leong ("Leong"), who is the Claimant in a related, pending arbitration proceeding against Havens, Jones and Havens formed a company called SunCom Communications in or around 1994.

2. Over the course of his business relationship with Havens during the years since then, Jones conveyed substantial sums to Havens for the purpose of jointly investing in FCC Licenses. Jones reposed trust and confidence in Havens and relied upon his representations that Havens would purchase, develop, manage and sell FCC Licenses for their mutual benefit. Jones conveyed to Havens approximately $1.3 million ($750,000 of Jones' personal funds, and a similar amount invested by Jones' friends) which was used by Havens to purchase various FCC Licenses.

3. The investments made with funds from Jones yielded substantial returns, but in breach of his commitments and duties, Havens has not shared those rewards with Jones. Havens received the proceeds of at least seven separate sales of a portion of the FCC Licenses that were purchased with funds from Jones. Havens has refused and failed to account to Jones concerning these sales proceeds, what happened with the monies Jones invested generally, what other FCC licenses Havens has purchased with Jones' funds or the proceeds of sales of FCC Licenses originally purchased with monies form Jones, or their supposed joint enterprise. In violation of Havens' fiduciary duties to Jones, Havens has failed and refused to provide Jones with timely, clear, accurate and consistent information about the financials of the enterprise. In further breach, Havens has failed to document the joint enterprise he promised Jones, and has instead constructed a labyrinth of entities, including a private foundation controlled by Havens to which Havens has donated significant assets of the enterprise, and engaged in an exceedingly complex series of transfers and transactions. While deflecting inquiries with confounding transactions and representations, Havens has been diverting assets and creating documents that purport to dilute Jones' interest.

Jones now seeks a declaration of the parties' rights, damages, an accounting, and imposition of a constructive trust, and alleges cause of action for declaratory relief, breach of fiduciary duty, fraud and accounting.

JURISDICTION

4. Havens asserts that Jones' interests in the parties' ventures are described by the terms of an operating agreement for AMTS Consortium, LLC, a true and correct copy of which is attached hereto as Exhibit A (the "AMTS Agreement").

5. The AMTS Agreement provides in pertinent part for binding arbitration pursuant to American Arbitration Association ("AAA") rules:

> **Section 9.1 Governing Law.** This Agreement and any and all disputes, controversies, claims, or differences ("Disputes") arising out of, relating to, or having any connection with this Agreement (including any question relating to its existence, validity, interpretation, performance, or termination) shall (a) be governed by and construed in accordance with the Act and other laws of the State of Delaware applicable to contracts made or to be performed entirely within such state and without giving effect to any choice of law or similar principles that would lead to the selection of the law of another jurisdiction and (b) be referred to and finally resolved by arbitration conducted in accordance with Section 9.2.
>
> **Section 9.2 Arbitration.** The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The number of arbitrators shall be one and shall be appointed in accordance with such rules. The place of the arbitration shall be San Francisco, California, in the United States.
>
> **Section 9.3 Awards.** Any decision of the arbitrators shall be final, conclusive, and binding on the parties hereto, and the party hereto agree so far as lawfully possible to exclude any right of application or appeal to any courts (U.S. or other) in connection with any question of law or fact arising in the arbitration or in connection with any award or decision made by the arbitrators, except as may be necessary to enforce such award or decision.

6. Additionally, the operating agreement for Telesaurus VPC, LLC ("TVL"), which purportedly is the majority member of AMTS, contains an identical arbitration provision. A true and correct copy of the TVL Operating Agreement is attached hereto as Exhibit B. Havens previously petitioned to compel arbitration of the claims of Mr. Leong pursuant to, among other things, the arbitration provision of the TVL Operating Agreement. That arbitration

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is presently pending under the caption *Leong v. Havens*, AAA Case No. 74 180 Y 01055 05 JOIB (the "Leong Action").

7. Pursuant to Code Civ. Proc. sections 1281.2 and 1281.3, this action should be ordered to arbitration, and consolidated for all purposes, including hearing, with the Leong Action, in order to avoid the possibility of conflicting rulings in the two cases, as the two proceedings are factually and legally related and if arbitrated separately, could result in conflicting rulings.

ALLEGATIONS COMMON TO ALL CLAIMS

8. Plaintiff Claimant Channing Jones is an individual residing in Berkeley, California, suing on behalf of himself and on behalf of Berkeley Spectrum Investment Fund, LLC, an entity formed by Jones for the purpose of investing in spectrum.

9. Defendant Warren Havens is an individual residing in Berkeley, California, acting by and through various entities, including but not limited to Atlis Wireless, LLC; Telesaurus VPC, LLC; Telesaurus Holdings, GB, LLC; Verde Systems, LLC; AMTS Consortium, LLC; Environmentel, LLC; Intelligent Transportation and Monitoring, LLC; Skybridge Spectrum Foundation, LLC (collectively, "Defendant").

10. Jones first invested money in a wireless venture proposed by Havens in or about June 2001. In this venture, Jones invested $103,000 (in tranches of $40,000 and $60,000, plus a "late payment" of $3,000). Jones made this investment based on Havens' representations that Jones would acquire a "phantom stock" interest in two of Havens' LLC entities which were purchasing wireless spectrum licenses in certain FCC auctions. On information and belief, Jones' money was used to acquire valuable licenses..

11. Subsequently, in or about September 2004, Jones provided Havens with $340,000 which was used to acquire additional spectrum licenses at a price of $388,115 in an FCC auction on or about September 15, 2004 ("Auction 57") . This money was provided based on Havens' representations that Jones would acquire an ownership interest in these and/or other licenses already acquired and/or licenses to be acquired and/or the investment would be treated as a loan either in whole or in part, to be repaid with substantial interest (15-20%) in the near term

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with Jones having the option for his investment to be treated as an equity interest or debt. Havens represented that the terms of the deal would be finalized and memorialized in a writing at Havens' earliest opportunity, but that the urgency of obtaining the funds prior to Auction 57 prevented this from occurring prior to Jones payment.

12. At the time these representations were made, they were false, in that Havens did not intend to finalize any agreement or memorialize until he was able to determine which arrangement would maximize the benefit to Havens (i.e., if the licenses obtained were sold at a profit, the investment would be declared after the fact to have been a loan). One of the licenses acquired by Havens in Auction 57 was later sold.

13. In or about April 2005, Jones provided Havens with funds totaling $324,000, based on various representations by Havens, including Mr. Haven's representation that Jones would acquire an ownership interest in these and/or other licenses already acquired and/or licenses to be acquired and/or the investment would be treated as a loan either in whole or in part, to be repaid with substantial interest (15-20%) in the near term with Jones' investment being treated as an equity interest in the enterprise or debt at Jones' option. Again, Havens represented that the terms of the deal would be finalized and memorialized in a writing at Havens' earliest opportunity, but that the urgency of obtaining the funds prior to the occurrence of Auction 59 prevented this from occurring prior to Jones' payment.

14. At the time these representations were made, they were false, in that Havens did not intend to finalize any agreement or memorialize it until he was able to determine which arrangement would maximize the benefit to him. A total of 354 licenses were obtained in Auction 59 for a total cost of $318,890.

15. In or about August 2005, Jones provided Havens with funds totaling $652,500, based on similar representations as alleged above. In or about September 2005, Jones introduced Havens to a third party who loaned Havens $500,000. These funds totaling $1,152,500 were used for Auction 61, in which 5 licenses were obtained at a total cost of $1,449,350.

16. Subsequently, although Jones did not thereafter provide Havens with any

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additional funds, Havens, aided by the funding he had already received from Jones and by his wrongful retention of the proceeds of Jones' previous investments, was able to obtain additional licenses in FCC auctions: in June 2007, 44 licenses, and in June 2010, a total of 2,132 licenses.

17. Jones is aware of at least seven sales of Spectrum by Havens, which Spectrum was obtained by Havens in FCC auctions with the use of Jones' funds, the proceeds of which were significant.

18. Throughout the course of the parties' dealings, Havens has repeatedly delayed or refused to provide Jones with complete and accurate financial information, including failing and refusing to timely prepare tax returns for the various entities comprising the enterprise. Further, Havens repeatedly attempted to extract from Jones various agreements that, through exceedingly complex mechanisms, would operate to reduce Jones' interest in the parties' ventures to a level far below the level that corresponded to Jones' actual financial contribution to the assets obtained thereby.

19. For example, Havens claims that Jones holds a minority membership interest in AMTS Consortium, LLC ("AMTS"), an entity of which Havens is the Manager. See Exhibit A. The majority membership interest in AMTS is purportedly held by another LLC also controlled by Havens, Telesaurus VPC LLC. Id. and Exhibit B. Despite that Jones contributed substantial portion of the funds used by Havens to obtain the assets held by his entities, Havens claims that Jones has de minimis ownership interest as provided in the AMTS Agreement, to the extent those rights can even be ascertained from this document.

20. In or around October, 2008, Havens informed Jones that he had elected to donate a substantial sum in future profits to a private foundation created and controlled by Havens, purportedly because of tax advantages that would inure to the benefit of both Jones and Havens. Havens, however, did not allow Jones to obtain independent professional advice with respect to this action.

21. Based on the foregoing, Plaintiff seeks damages for fraud, negligent representation, and breach of fiduciary duty. Plaintiff also seeks a declaration of his rights in the

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various FCC licenses obtained with the use of his funds by Defendant, and a constructive trust over these assets.

FIRST CLAIM FOR RELIEF
Declaratory Relief

22. Plaintiff incorporates the allegations of paragraphs 1-21 herein by this reference.

23. An actual controversy exists between Jones on the one hand, and Havens on the other, in that Jones contends that his ownership interest in the LLCs holding FCC Licenses acquired with Jones' funds should be determined with reference to Jones' economic contribution, and that Havens had a fiduciary obligation to manage the business fairly and in good faith taking into account the interests of all of the parties, as well as to timely disclose its dealings; and Havens contends that Jones' interest in the LLCs is determined in some other fashion, which manner allows Havens to exercise complete discretion unfettered by the interests of Jones with respect to management of the assets, and enables him to selectively disclose financial information to Jones, and to himself retain the financial benefits and rewards. Jones seeks a determination with respect to the rights and duties of the parties and a declaration that his contentions in this regard are correct.

SECOND CLAIM FOR RELIEF
Breach of Fiduciary Duty

24. Plaintiff incorporates the allegations of paragraphs 1-21 herein by this reference.

25. As a partner of Jones, and as a managing member of LLCs which Havens claims Jones has an interest, Havens owes a fiduciary duty to Jones to act in the highest good faith and not to seek to obtain an unfair advantage over Jones by misconduct, misrepresentation, threat or pressure.

26. Havens breached his fiduciary duty to Jones by the conduct alleged above, in particular:

a. failing to account to Jones for sales of spectrum obtained with the use of Jones' funds;

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b. failing to timely and properly document the various oral agreements made with Jones;

c. paying himself excessive salaries and bonuses without disclosure to, or consent of Jones;

d. paying himself from entities from which Havens was not permitted to be paid;

e. seeking to dilute Jones' interest in the enterprise to a level far below that which is commensurate with Jones' economic contributions thereto;

f. wasting the assets of the enterprise on matters detrimental to the enterprise, such as meritless litigation; and

g. failing and refusing to provide Jones with an accounting of the enterprise.

THIRD CLAIM FOR RELIEF
Fraud

27. Plaintiff incorporates the allegations of paragraphs 1-21 herein by this reference.

28. As alleged above, Havens induced Jones to invest in the enterprise by falsely promising that Jones would share in the profits commensurate with his contribution, without intending to do so. At the time Havens made these promises to Jones, Jones was unaware of their falsity, and could not, in the exercise of reasonable diligence have discovered the truth. Jones justifiably relied on Havens' promises, as was damaged as a proximate result thereby.

FOURTH CLAIM FOR RELIEF
Accounting

29. Plaintiff incorporates the allegations of paragraphs 1-21 herein by this reference.

30. As alleged above, Jones is entitled to an amount that is unascertained and cannot be determined without an accounting. Jones is entitled to an accounting of the enterprise to which he contributed funds, and he is not in possession of the books, assets or accounts of the

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enterprise required for an accounting. He has made previous demand upon Havens for an accounting, and Havens has failed and refused to provide it.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For a declaration establishing Plaintiff's interest in the assets obtained with funds Plaintiff provided to Defendant, and any assets traceable to such funds, including any FCC Licenses and the proceeds of the sale of any such FCC Licenses;

2. For compensatory damages according to proof with respect to the proceeds of sales of FCC Licenses obtained through the use of Plaintiff's funds;

3. For an accounting;

4. For a constructive trust;

5. For costs of arbitration herein;

6. For interest and attorney's fees as permitted by law;

7. For punitive damages; and

8. For such other and further relief as is proper.

Dated: September 24, 2012

GOODIN, MACBRIDE, SQUERI, DAY & LAMPREY, LLP
Wayne T. Lamprey
Francine T. Radford

By: _____
Wayne T. Lamprey
Attorneys for Plaintiff
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