

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

QUANTEC, LLC, §
IGUANA CONSULTING, LLC, §
and NOVO POINT, LLC, §

Derivative Plaintiffs/Intervenors, §

v. §

JEFF BARON, Individually, and as §
Director of ONDOVA LIMITED §
COMPANY, MUNISH KRISHAN, §
Individually, and as Director §
of MANILA INDUSTRIES, INC., §
ONDOVA LIMITED COMPANY, §
MANILA INDUSTRIES, INC, et al., §

CIVIL ACTION NO. 3-09-CV-0988-F

Defendants in Intervention, §

QUANTEC, INC., IGUANA §
CONSULTING, INC., and §
NOVO POINT, INC. §

Derivative Corporations in §
Intervention. §

**DERIVATIVE PLAINTIFFS QUANTEC, LLC, IGUANA CONSULTING, LLC,
AND NOVO POINT, LLC NOTICE OF MOTION FOR LEAVE TO FILE
INTERVENTION AND TO AUTHORIZE DISCOVERY, AND
BRIEF IN SUPPORT**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Quantec, LLC, Iguana Consulting, LLC, and Novo Point, LLC (“Derivative Plaintiffs”) and files this Notice of Motion for Leave to File Intervention and to Authorize Discovery, and Brief in Support (“Motion”) pursuant to Rule 24(a)(2) of the Federal Rules of Civil Procedure and in support of this Motion would respectfully show the Court the following:

I.

FACTUAL BACKGROUND

1.01 On or about July 9, 2009, Derivative Plaintiffs filed their Original Petition in Intervention in the lawsuit styled Ondova Limited Company, et al. v. Manila Industries, Inc., et al., bearing Cause No. 06-11717-C which is pending in the 68th District Court of Dallas County, Texas. Derivative Plaintiffs filed their Original Petition in Intervention to prevent the enforcement of a Memorandum of Understanding which is dated April 25, 2009.

1.02 The Honorable Martin Hoffman provided Derivative Plaintiffs with knowledge that a similar lawsuit was pending in this Court. Derivative Plaintiffs did not have this information prior to filing the Original Petition in Intervention in the state court proceeding.

II.

LEGAL JUSTIFICATION FOR ORIGINAL PETITION IN INTERVENTION

2.01 Derivative Plaintiffs claim that this Original Petition in Intervention, which is attached hereto as Exhibit “A” and incorporated by reference as if fully set forth at length, is mandatory pursuant to Rule 24(a)(2) of the Federal Rules of Civil Procedure because they have an ownership and economic interest in the domain names that are the subject of this litigation. This Court’s disposing of all the ownership interest of the domain names pursuant to the Preliminary Injunction, which has not been provided to Derivative Plaintiffs since it is under seal, will impair and impede Derivative Plaintiffs ability to protect their ownership interest in this matter.

2.02 In the alternative, Derivative Plaintiffs claim that this Original Petition in Intervention is permissive pursuant to Rule 24(b)(1)(B) of the Federal Rules of Civil Procedure because they have a claim that shares with the main action a common question of law and fact. This Original Petition in Intervention will not unduly delay or prejudice the adjudication of the original parties’ rights. If the Derivative Plaintiffs cannot intervene in this pending action, they will be forced to litigate identical issues in other forums which will create undue expense and delay and duplicity of parties.

2.03 This Motion is supported by this notice, Derivative Plaintiffs’ Original Petition in Intervention which is attached as Exhibit “A,” the Verification of Mr. Adrian Taylor which is attached as Exhibit “B,” and all the pleadings, papers, and records on file in this action.

III.

DISCOVERY

3.01 Derivative Plaintiffs request ninety (90) days to serve written discovery (i.e. Request for Disclosure, Interrogatories, Request for Admissions, and Request for Production of Documents) to the parties in this litigation.

3.02 Derivative Plaintiffs would also conduct oral depositions of various parties during this ninety (90) day discovery time period.

3.03 Derivative Plaintiffs request the opportunity to serve discovery requests and take oral depositions for the following reasons:

(a) The Village Trust and the MMSK Trust (“Trusts”) have not ever received monthly financial statements or balance sheets from Quantec, Inc., Iguana Consulting, Inc., or Novo Point, Inc.. The Trusts, as the majority stockholders in these companies, were entitled to these financial documents. It is the Derivative Plaintiffs position that these financial documents are being withheld to conceal important financial information with an intention to defraud the Trusts;

(b) The Trusts have not ever received monthly financial statements or balance sheets from Simple Solutions, LLC (USVI) f/k/a HCB, LLC, Blue Horizons Limited Company (USVI) f/k/a Macadamia Management, LLC, or Search Guide, LLC (USVI) f/k/a Realty Investment Management, LLC. The Trusts, as limited partner owners through Four Points Management, LLLP, were entitled to these financial documents. It is the Derivative Plaintiffs’ position that these financial documents are being withheld to conceal important financial information with an intention to defraud the Trusts; and

(c) It is the Derivative Plaintiffs' position that Four Points Management, LLLP intentionally omitted income from the 2007 tax returns and Schedule K-1's with an intention to defraud the Trusts.

3.04 Derivative Plaintiffs need the discovery requested herein to support their causes of action which are outlined in the Original Petition in Intervention.

3.05 In order to fully pursue this Motion in the most efficient manner possible and in order to ensure that all of the necessary evidence and facts are available, Derivative Plaintiffs move this Court for leave to authorize discovery. Because discovery would assist in the orderly and timely resolution of Derivative Plaintiffs' claims, they ask that this Court grant their Motion.

IV.

PRAYER

Derivative Plaintiffs respectfully request that the parties take notice of their Motion, move the Court for leave to intervene and to authorize discovery, and grant the Original Petition in Intervention as a matter of right pursuant to Rule 24(a)(2) of the Federal Rules of Civil Procedure, or in the alternative by permission pursuant to Rule 24(b)(1)(B) of the Federal Rules of Civil Procedure. Derivative Plaintiffs further move that on final trial they have judgment against Defendants as outlined in Exhibit "A," recovery of reasonable attorneys' fees, costs of suit, and for such other and further relief, both general and special, at law or in equity, to which they may show themselves justly entitled.

Dated: July 22, 2009

Respectfully submitted,

CRAIG A. CAPUA

State Bar Card No. 03783950

ROYCE WEST

State Bar Card No. 21206800

/s/Craig A. Capua

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ATTORNEYS FOR QUANTEC, LLC,

IGUANA CONSULTING, LLC, AND

NOVO POINT, LLC

CERTIFICATE OF CONFERENCE

A copy of the Motion at issue has been provided to Ms. Charla G. Aldous and inquiry was made on the merits of this Motion and whether agreement could be reached. Ms. Aldous neither agrees nor opposes the Motion. Therefore, the Motion is presented to the Court for determination.

/s/Craig A. Capua
Craig A. Capua

CERTIFICATE OF CONFERENCE

A copy of the Motion at issue has been provided to Mr. Jeffrey H. Rasansky and inquiry was made on the merits of this Motion and whether agreement could be reached. Mr. Rasansky neither agrees nor opposes the Motion. Therefore, the Motion is presented to the Court for determination.

/s/Craig A. Capua
Craig A. Capua

CERTIFICATE OF CONFERENCE

A copy of the Motion at issue has been provided to Mr. John W. MacPete and inquiry was made on the merits of this Motion and whether agreement could be reached. Mr. MacPete opposes this Motion.

/s/Craig A. Capua
Craig A. Capua

CERTIFICATE OF CONFERENCE

A copy of the Motion at issue has been provided to Mr. James Krause and inquiry was made on the merits of this Motion and whether agreement could be reached.

Mr. Krause neither agrees nor opposes the Motion. Therefore, the Motion is presented to the Court for determination.

/s/Craig A. Capua
Craig A. Capua

EXHIBIT “A”

Civil Procedure, and brings this proceeding in the rights of Quantec, Inc., Iguana Consulting, Inc., and Novo Point, Inc. (“Derivative Corporations”), as shareholders in the Derivative Corporations and in behalf of all other shareholders similarly situated, and files this Derivative Intervention complaining against the Derivative Corporations, Ondova Limited Company, Jeffrey Baron, Manila Industries, Inc., Munish Krishan, Simple Solutions, LLC (USVI) f/k/a HCB, LLC, Search Guide, LLC (USVI) f/k/a Realty Investment Management, LLC, Blue Horizons Limited Company (USVI) f/k/a Macadamia Management, LLC, Netsphere, Inc., Dennis Kleinfeld, Four Points Management, LLLP, and Marshden, LLC (sometimes collectively referred to as “Defendants”), and for cause of action would show the Court the following:

SECTION 1

CONTENTS

Contents	13
Jurisdiction and Venue	14
Parties	15
Shareholder Status and Adequate Representation	19
Irreparable Injury	20
Background Facts	21
Causes of Action	28
Request for Declarative Judgment	28
Rescission	28
Request for Permanent Injunctive Relief	28
Breach of Contract	29

Breach of Fiduciary Duty	30
Civil Conspiracy to Commit Fraud	30
Accounting	31
Application for Receivership	31
Exemplary/Punitive Damages	32
Attorney’s Fees	32
Conditions Precedent	33
Jury Demand	33
Prayer	33

SECTION 2

JURISDICTION AND VENUE

2.01 This Court has subject matter jurisdiction pursuant to 28 U. S. C. §1332 as complete diversity exists among Plaintiffs, Derivative Plaintiffs, Intervenors, and Defendants, and the amount in controversy exceeds US\$75,000.00.

2.02 This Court has personal jurisdiction over Defendants due to the fact that some are citizens of Texas and continuously do business in this judicial district. Futher, the Memorandum of Understanding at issue was entered into in this judicial district and a substantial portion of the performance of the transaction at issue was to take place in this jurisdiction.

2.03 Exercise of the jurisdiction in this suit comports with the due process requirements of the U. S. Constitution.

2.04 Venue is proper in this Court under 28 U. S. C. § 1391(a) because a substantial portion of the events, or omissions, giving rise to Derivative Plaintiffs' claims occurred in the State of Texas and in this judicial district.

SECTION 3

PARTIES

3.01 Derivative Plaintiff, Quantec, LLC is a limited liability company organized and existing under the laws of the Cook Islands, with its principal office in Rarotonga, the Cook Islands.

3.02 Derivative Plaintiff, Iguana Consulting, LLC is a limited liability company organized and existing under the laws of the Cook Islands, with its principal office in Rarotonga, the Cook Islands.

3.03 Derivative Plaintiff, Novo Point, LLC is a limited liability company organized and existing under the laws of the Cook Islands, with its principal office in Rarotonga, the Cook Islands.

3.04 Defendant, Ondova Limited Company ("Ondova") is a corporation organized and existing under the laws of the State of Texas, with its principal office located in Dallas County, Texas. Ondova has appeared in this action.

3.05 Defendant, Jeffrey Baron ("Baron") is an individual citizen of Carrollton, Texas, who has appeared in this action.

3.06 Defendant, Munish Krishan ("Krishan") is an individual citizen of California who has appeared in this action.

3.07 Defendant, Manila Industries, Inc. ("Manila") is a corporation organized under the laws of the State of California, with its principal office in California, which has

appeared in this action.

3.08 Defendant, Netsphere, Inc. ("Netsphere") is a corporation organized and existing under the laws of the State of Michigan, with its principal office in California, which has appeared in this action.

3.09 Defendant Simple Solutions, LLC ("Simple") is a U.S. Virgin Islands limited liability company, with its principal place of business in the U.S. Virgin Islands. The Texas Secretary of State is an agent for service of process upon Simple because Simple engages in business in Texas but does not maintain a regular place of business in this state or a designated agent for service of process, and this proceeding arises out of the business done in Texas and to which Simple is a party. The Secretary of State may be served on Simple's behalf with instruction to mail a copy to Simple at its home office address at Triangle Corporate Services, LLC, #8 Norre Gade, St. Thomas, U. S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Simple may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.10 Defendant HCB, LLC ("HCB") is a Delaware limited liability company, with its principal place of business in the U.S. Virgin Islands, which can be served at its Registered Agent, Triangle Corporate Services, LLC, P. O. Box 490, #8 Norre Gade, Charlotte Amalie, St. Thomas, U. S. Virgin Islands 00804. Also, pursuant to Fed. R. Civ. P. 5, Blue HCB may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.11 Defendant Realty Investment Management, LLC ("RIM") is a Delaware limited liability company, with its principal place of business in the U.S. Virgin Islands,

which can be served at its Registered Agent, Triangle Corporate Services, LLC, P. O. Box 490, #8 Norre Gade, Charlotte Amalie, St. Thomas, U. S. Virgin Islands 00804. Also, pursuant to Fed. R. Civ. P. 5, RIM may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.12 Defendant Denis Kleinfeld ("Kleinfeld") is an individual residing in Florida who can be served at One SE Third Avenue, Suite 1940, Miami, Florida 33131. Also, pursuant to Fed. R. Civ. P. 5, Kleinfeld may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.13 Defendant Four Points Management, LLLP ("Four Points") is a U.S. Virgin Islands limited liability limited partnership. It is subject to personal jurisdiction in Texas because it has engaged in business here and/or committed a tort here. Thus, it may be served with citation by serving the Texas Secretary of State, with instruction to mail a notice copy to Four Points at: 2GA Ridge Road, Estate Nazareth, St. Thomas, U.S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Four Points may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.14 Defendant Marshden, LLC ("Marshden") is a U.S. Virgin Islands limited liability company. It is subject to personal jurisdiction in Texas because it has engaged in business here and/or committed a tort here. Thus, it may be served with citation by serving the Texas Secretary of State, with instruction to mail a notice copy to Marshden at: 2GA Ridge Road, Estate Nazareth, St. Thomas, U.S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Marshden may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.15 Defendant Search Guide, LLC ("Search Guide") is a U.S. Virgin Islands limited liability company. It is subject to personal jurisdiction in Texas because it has engaged in business here and/or committed a tort here. Thus, it may be served with citation by serving the Texas Secretary of State, with instruction to mail a notice copy to Search Guide at: 2GA Ridge Road, Estate Nazareth, St. Thomas, U.S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Search Guide may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.16 Defendant Quantec, Inc. ("Quantec" and sometimes referred to as a "Derivative Corporation") is a U.S. Virgin Islands closely held corporation. It is subject to personal jurisdiction in Texas because it has engaged in business here and/or committed a tort here. Thus, it may be served with citation by serving the Texas Secretary of State, with instruction to mail a notice copy to Quantec at: 2GA Ridge Road, Estate Nazareth, St. Thomas, U.S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Quantec may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.17 Defendant Iguana Consulting, Inc. ("Iguana" and sometimes referred to as a "Derivative Corporation") is a U.S. Virgin Islands closely held corporation. It is subject to personal jurisdiction in Texas because it has engaged in business here and/or committed a tort here. Thus, it may be served with citation by serving the Texas Secretary of State, with instruction to mail a notice copy to Iguana at: 2GA Ridge Road, Estate Nazareth, St. Thomas, U.S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Iguana may be served at the foregoing address in any manner allowed by any

disinterested person competent to make oath of the fact.

3.18 Defendant Novo Point, Inc. (“Novo Point” and sometimes referred to as a “Derivative Corporation”) is a U.S. Virgin Islands closely held corporation. It is subject to personal jurisdiction in Texas because it has engaged in business here and/or committed a tort here. Thus, it may be served with citation by serving the Texas Secretary of State, with instruction to mail a notice copy to Novo Point, Inc. at: 2GA Ridge Road, Estate Nazareth, St. Thomas, U.S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Novo Point may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

3.19 Defendant Blue Horizons Limited Company f/k/a Macadamia Management, LLC (“Blue Horizons”) is a U.S. Virgin Islands limited liability company. It is subject to personal jurisdiction in Texas because it has engaged in business here and/or committed a tort here. Thus, it may be served with citation by serving the Texas Secretary of State, with instruction to mail a notice copy to Blue Horizons at: 2GA Ridge Road, Estate Nazareth, St. Thomas, U.S. Virgin Islands 00802. Also, pursuant to Fed. R. Civ. P. 5, Blue Horizons may be served at the foregoing address in any manner allowed by any disinterested person competent to make oath of the fact.

SECTION 4

SHAREHOLDER STATUS AND ADEQUATE REPRESENTATION

4.01 Derivative Plaintiff Iguana Consulting, LLC is the record owner, or beneficial owner, of shares of Iguana. Derivative Plaintiff Iguana Consulting, LLC became a shareholder of Iguana by operation of law from the Village Trust and the MMSK Trust (“Trusts”) entities which were at the time of the acts or omissions made the

basis of this proceeding, record owners of shares of Iguana. Derivative Plaintiff Iguana Consulting, LLC fairly and adequately represents the interests of Iguana and the interests of other shareholders similarly situated in enforcing the right of Iguana.

4.02 Derivative Plaintiff Quantec, LLC is the record owner, or beneficial owner, of shares of Quantec. Derivative Plaintiff Quantec, LLC became a shareholder of Quantec by operation of law from the Trusts which were at the time of the acts or omissions made the basis of this proceeding, record owners of shares of Quantec. Derivative Plaintiff Quantec, LLC fairly and adequately represents the interests of Quantec and the interests of other shareholders similarly situated in enforcing the right of Quantec.

4.03 Derivative Plaintiff Novo Point, LLC is the record owner, or beneficial owner, of shares of Novo Point. Derivative Plaintiff Novo Point, LLC became a shareholder of Novo Point by operation of law from the Village Trust, an entity which was at the time of the acts or omissions made the basis of this proceeding, the record owner of shares of Novo Point. Derivative Plaintiff Novo Point, LLC fairly and adequately represents the interests of Novo Point and the interests of other shareholders similarly situated in enforcing the right of Novo Point.

SECTION 5

IRREPARABLE INJURY

5.01 Derivative Plaintiffs issued notice to the Derivative Corporations dated July 9, 2009. Irreparable injury to Quantec, Iguana, and Novo Point is being suffered and additional injury will result by waiting for the expiration of ninety (90) days from the date the written demand described in this paragraph was made on these Derivative

Corporations, in that officers of these corporations and other named Defendants are seeking to enforce a Memorandum of Understanding (“MOU”), that has not been properly executed because it does not have the signatures of the necessary parties. In addition, the MOU divides many of Quantec, Iguana, and Novo Points’ business assets and lucrative streams of revenue between various other wholly-owned subsidiaries in a way that is detrimental to these Derivative Corporations. The Derivative Corporations will be unable to protect themselves if the assets are divided as agreed by the parties to the MOU, which includes Quantec, Iguana, Novo Point, and these Derivative Corporations will suffer irreparable loss of business opportunities, revenue streams, and market shares in the industry.

SECTION 6

BACKGROUND FACTS

6.01 Mr. Jeffrey Baron (“Baron”) is an individual with a background and experience in the domain name business. Ondova d/b/a Compana is in the business of registering domain names to customers throughout the United States. Ondova performs the services as a bulk domain name accredited registrar, for example, with the Internet Corporation for Assigned Names and Numbers (“ICANN”). The purpose of registering the domain names on a centralized database like ICANN allows information to be placed on the internet so these names can be found by users all over the world. Ondova is hired by domain name owners to register their names and paid a fee for its service. In return, Ondova registers the domain names with Verisign, a company which effects the registration with ICANN. Ondova is owned by Baron.

6.02 Krishan is an individual with a background and experience in the domain name business. Manila is in the domain name registration and monetization business. Manila is owned by a number of individuals including Krishan.

6.03 Netsphere performs monetization functions for various domain names by operating webpages associated with the domain names that contain advertising links. A small fee is paid by advertisers every time a user “clicks” on an advertiser link. This practice is referred to as “domain name parking.” The click fee paid by advertisers is very small per individual domain; however, the domain name parking business can generate substantial revenue if the number of names in the database is large enough. The information gathered by Netsphere about search behavior of internet users during the monetization process is intended to provide the basis for the construction of a new search engine at some point in the future.

6.04 In approximately 2003, Baron and Krishan (sometimes collectively referred to as “Partners”), began the process of establishing a joint venture in which they would utilize their respective assets and aptitudes to build first a profitable domain name parking business, and then later a valuable search engine. In the course of planning for this partnership, the Partners sought advice on the identification and creation of an asset protective and tax efficient structure for their business and personal assets to minimize tax risk and liability. After meetings and much discussion with various attorneys and accountants, it was decided in approximately November, 2005, that the United States Virgin Islands Economic Development Program structure (“USVI structure”), which was recommended by Kleinfeld, was the best program for the Partners. Specifically, Kleinfeld recommended that the Partners participate in a limited partnership called Four Points,

which is a United States Virgin Islands limited liability limited partnership managed by Marshden, LLC, a company in which Kleinfeld had an ownership interest. Four Points was qualified as an Economic Development Company; therefore, the process of entering the Economic Development Program would be easier if the Partners joined this structure rather than forming their own.

6.05 Three (3) closely held corporations, which are called Quantec, Iguana f/k/a Octavia Consulting, Inc., and Novo Point f/k/a Loop Corporate Services, Inc. were formed in the United States Virgin Islands by Four Points for the purpose of facilitating the Partners' investment in Four Points.

6.06 It was also recommended by the legal and tax professionals, and concurred by the Partners, that two (2) trusts be created to own a majority stock interest in Quantec, Iguana, and Novo Point. Therefore, on December 30, 2005, the Trusts were established. Both of the Trusts are Cook Islands Trusts. The named trustee of both Trusts is Asiitrust Limited. The beneficiaries of the Trusts include Baron, Krishan, and family members of Krishan.

6.07 The Village Trust owned one hundred percent (100%) of the common stock of Novo Point, fifty percent (50%) of the common stock of Iguana, and fifty percent (50%) of the common stock of Quantec. The MMSK Trust owned twenty-nine and three hundred twenty-fifths percent (29.325%) of the common stock of Iguana and twenty-nine and three hundred twenty-fifths percent (29.325%) of the common stock of Quantec.

6.08 Quantec, Iguana., and Novo Point purchased limited partnership interests in Four Points on December 30, 2005. Kleinfeld executed the Four Points Subscription

Agreement on behalf of the entities referenced in this paragraph. As part of the purchase, Quantec, Iguana, and Novo Point, respectively, agreed to make an initial capital contribution of Ten Thousand Dollars (\$10,000) to Four Points, and also agreed to pay a subscription fee of Thirteen Thousand Three Hundred Fifty Dollars (\$13,350) to Four Points. They also agreed to pay Marshden, as the general partner of Four Points, an ongoing management fee equal to a percentage of the net taxable income generated by the Partners' business on a sliding scale from one percent (1%) to three percent (3%).

6.09 On December 30, 2005, Manila sold to HCB, LLC (USVI) n/k/a Simple Solutions, which is wholly-owned by Four Points, approximately 529,000 domain names in exchange for a promissory note secured by the domain names.

6.10 On December 30, 2005, Ondova sold to Macadamia Management, LLC (USVI) n/k/a Blue Horizons, which is wholly-owned by Four Points, all of its approximately 2,500 domain names and all referral fee agreements in existence at the time, in exchange for a promissory note secured by the domain names and the referral fee agreements.

6.11 On December 30, 2005, Netsphere sold to RIM n/k/a Search Guide, which is wholly-owned by Four Points, all of its interest in its search engine intellectual property in exchange for a promissory note secured by the search engine intellectual property.

6.12 Four Points owns one hundred percent (100%) of Simple Solutions, Blue Horizons, and Search Guide. This fact is important for two reasons. First, Ondova, Manila, and Netsphere sold their assets to these three companies. Second, the Trusts own limited partnership interests in Four Points through their ownership of Quantec, Iguana,

and Novo Point, which are companies managed and controlled by individuals related to Four Points. Consequently, the Trusts have ownership interests in Simple Solutions, Blue Horizons, and Search Guide.

6.13 On information and belief, Krishan, Manila, and Netsphere take the position that a sale of assets to Simple Solutions and to Search Guide did not occur. This argument is completely untenable because Simple Solutions and Search Guide assumed ownership and management of the assets sold to them, monetized the domain names, entered into contracts, and made payments on the promissory notes.

6.14 On information and belief, Four Points and its related individuals and controlled parties, takes the untenable position that the Trusts are not entitled to company and financial information about Quantec, Iguana, Novo Point, Four Points, Simple Solutions, Blue Horizons, and Search Guide.

6.15 The Trusts have not ever received monthly financial statements or balance sheets from Quantec, Iguana, or Novo Point. The Trusts, as the majority stockholders in these companies, are entitled to these financial documents. It is the Trusts' position that these financial documents are being withheld to conceal important financial information with an intention to defraud the Trusts.

6.16 The Trusts have not ever received monthly financial statements or balance sheets from Simple Solutions, Blue Horizons, or Search Guide. The Trusts, as limited partner owners through Four Points, are entitled to these financial documents. It is the Trusts' position that these financial documents are being withheld to conceal important financial information with an intention to defraud the Trusts.

6.17 The Trusts did receive tax returns and IRS Schedule K-1's from Four Points in year 2006 that reported revenue associated with the assets sold to Simple Solutions, Blue Horizons, and Search Guide from Manila, Ondova, and Netsphere, respectively, at the end of 2005. In year 2007, however, the Trusts received tax returns and Schedule K-1's from Four Points that properly reflected the ownership of the assets and related capital accounts, but improperly omitted the revenue that was actually received by Simple Solutions, Blue Horizons, and Search Guide. It is the Trusts' position that Four Points intentionally omitted such income from the 2007 tax returns and Schedule K-1's with an intention to defraud the Trusts and to further the arguments being made by Krishan, Manila, and Netsphere that the sale of assets to Simple Solutions and Blue Horizons at the end of 2005 did not occur.

6.18 For the 2008 tax year, Four Points issued an "Income Schedule" to Baron and Krishan showing the revenue received by Four Points, but taking the position that such revenue would not be reported on the tax returns for Four Points or on the Schedule K-1's issued by Four Points. It is the Trusts' position that Four Points intentionally omitted such income from the 2008 tax returns and Schedule K-1's with an intention to defraud the Trusts and to further the arguments being made by Krishan, Manila, and Netsphere that the sale of assets to Simple Solutions and Blue Horizons at the end of 2005 did not occur.

6.19 The Trusts had no knowledge of the pending state district court lawsuit styled *Ondova Limited Company, et al. v. Manila Industries, Inc., et al.*, bearing Cause No. 06-11717-C in the 68th Judicial District Court, Dallas County, Texas, and this federal

district court lawsuit until approximately March, 2009. The Trusts had no knowledge that some of the Defendants referenced herein attended a mediation conference on April 26, 2009, in an attempt to resolve pending disputes. The trustee for the Trusts was a necessary party at the mediation for all the reasons stated in this Intervention. The failure of Defendants who attended the mediation to not only request the presence of the trustee, but also obtain the trustee's agreement to the proposed settlement terms causes the MOU to be **VOID**, rescinded, and set aside with no force and effect as a matter of law.

6.20 The MOU fails to be a binding agreement among the parties for additional reasons. The MOU lists Quantec, Iguana, and Novo Point as parties to the agreement. However, the Trusts, which own one hundred percent (100%) of Novo Point and seventy-nine and three hundred twenty-fifths percent (79.325%) of Quantec and Iguana, respectively, never authorized any person and/or entity to execute the MOU on its behalf. No documents exist which establish that the Trusts approved and/or consented to the terms of the MOU. Additionally, the MOU does not identify the persons and their titles who purportedly executed the agreement on behalf of the "Manila Parties, Ondova, USVI parties, and USVI entities" as these terms are defined in the MOU. The MOU is not an enforceable agreement.

6.21 On or about July 6, 2009, Asiitrust Limited, who is the trustee for the Trusts, executed a series of Assignments whereby all of the Trusts' stock ownership interest in Quantec, Iguana, and Novo Point as well as all rights, title, and interest in and to all underlying companies as well as claims and causes of action it had or would later acquire in the future as trustee for the Trusts arising from its ownership of Quantec,

Iguana, and Novo Point or its involvement in the particular USVI business structure centered around Four Points was conveyed to Derivative Plaintiffs Iguana Consulting, LLC, Quantec, LLC, and Novo Point, LLC, respectively.

SECTION 7

CAUSES OF ACTION

COUNT ONE: REQUEST FOR DECLARATIVE JUDGMENT

7.01 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.02 Derivative Plaintiffs request that the Court make a declaration concerning the rights of the parties under the MOU. Derivative Plaintiffs specifically request the Court to determine whether the MOU is a legally binding document, in light of the fact that the signature of one or more necessary parties in interest were not obtained, and the document is executed without the authority of all the necessary parties.

COUNT TWO: RESCISSION

7.03 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.04 Derivative Plaintiffs plead for rescission of the MOU that was executed without authority of the necessary parties, and in violation of the contractual obligations (See Count 4) and/or fiduciary duties (See Count 5) of Defendants named herein to the Derivative Plaintiffs.

COUNT THREE: REQUEST FOR PERMANENT INJUNCTIVE RELIEF

7.05 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.06 In view of the position taken by Defendants in executing the MOU without proper authorization, and because they hold the apparent power, but not actual authority, to distribute the assets of the Derivative Corporations, which Derivative Plaintiffs reasonably fear they will do, the Derivative Corporations stand to lose valuable assets and revenue streams, as well as business opportunities and market shares in the industry. As a direct result, Defendants' actions will cause Derivative Plaintiffs' shares to be greatly depreciated in value or rendered totally valueless. The conduct of Defendants, unless enjoined, will destroy the growth prospects of the Derivative Corporations, causing irreparable injury to Derivative Plaintiffs, the Derivative Corporations, and all of their shareholders, for which there is no adequate remedy at law.

COUNT FOUR: BREACH OF CONTRACT

7.07 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.08 The actions of Defendants as set forth hereinabove have resulted in these Defendants breaching their contractual obligations to Derivative Plaintiffs. Derivative Plaintiffs assert that these Defendants have a contractual obligation to manage the corporate assets using sound business judgment, in a manner that is in the best interest of the shareholders, and in a manner that ensures the future success of the Derivative Corporations. Defendants herein have breached contractual provisions of their management and/or employment relationship with Derivative Corporations by attempting to divide assets and streams of revenue as indicated in the MOU.

COUNT FIVE: BREACH OF FIDUCIARY DUTY

7.09 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.10 Defendants, the management for the above-named Defendants, the named Derivative Corporations, and the management for the named Derivative Corporations all owed fiduciary duties to Derivative Plaintiffs with respect to their positions as employees, directors, or officers in the corporations, and by virtue of their business relationship with the corporations, which created the expectation of fiduciary duties in its internet domain name business and its development. These fiduciary duties include, among others, duties of loyalty, disclosure, and fairness. These duties extended to the businesses wholly-owned and controlled by these Defendants. It also extends to all the other named corporations, their officers, directors and employees.

7.11 Defendants herein breached their fiduciary duties to Derivative Plaintiffs.

7.12 As a result of the Defendants' breaches of fiduciary duties, Derivative Plaintiffs have suffered damages.

COUNT SIX: CIVIL CONSPIRACY TO COMMIT FRAUD

7.13 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.14 The actions of Defendants as set forth hereinabove have resulted in those Defendants conspiring to unlawfully dispossess the Derivative Corporations of valuable assets, as well as deprive the Derivative Corporations of market shares in the industry, by virtue of misrepresentations about the capacity of persons signing the MOU to bind these

companies, failure to disclose financial and company documents, and failure to properly account and distribute revenue of the Derivative Corporations.

7.15 Derivative Plaintiffs would request that the Court enter a judgment against Defendants in the amount of damages for said conspiracy.

COUNT SEVEN: ACCOUNTING

7.16 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.17 Due to the breaches of fiduciary duties by Defendants herein, an accounting must be performed for the benefit of all shareholders and owners, beneficial or otherwise, of the assets or other things of value that were purported to be exchanged, by virtue of the MOU, among Defendants and other directors and officers of Defendants whereby Derivative Plaintiffs are entitled to receive financial and other related documents.

COUNT EIGHT: APPLICATION FOR RECEIVERSHIP

7.18 Derivative Plaintiffs incorporate by reference all the paragraphs above as if set forth verbatim herein.

7.19 Derivative Plaintiffs hereby request the appointment of a receiver over the specific property (various domain names, intellectual property, and referral fee contracts) made the subject of this lawsuit. The property in question is in danger of being transferred to other corporations as indicated in the MOU and as alleged herein, without the necessary parties consenting to the agreement. The property in question is such that certain registration fees must be paid in a timely manner to specific companies that have the exclusive rights to control the property and receive proceeds from users of the

property. If the registration fees are not paid, the property may become lost to the current owners and can be used by anybody in the public domain, without any benefit going to the current owners.

7.20 A receiver is required to protect and preserve the property in question during the pendency of this suit, and to protect the interest of Derivative Plaintiffs and Derivative Corporations in the property.

SECTION 8

EXEMPLARY/PUNITIVE DAMAGES

8.01 Derivative Plaintiffs seek exemplary/punitive damages against Defendants as allowed by Texas law. Derivative Plaintiffs request an award of punitive damages, without limitation, based upon the conduct by Defendants.

SECTION 9

ATTORNEY'S FEES

9.01 It has been necessary for Derivative Plaintiffs to employ the undersigned attorneys to represent them in the prosecution of these causes of action and Derivative Plaintiffs request, as allowed by law, that the Court award them costs, expenses, and such reasonable and necessary attorney's fees as are equitable and just.

SECTION 10

CONDITIONS PRECEDENT

10.01 Derivative Plaintiffs have successfully performed or otherwise satisfied all conditions precedent to performance or, alternatively, such conditions precedent have been excused or waived.

SECTION 11

JURY DEMAND

11.01 Derivative Plaintiffs request a trial by jury of all the issues.

PRAAYER

WHEREFORE, PREMISES CONSIDERED, Derivative Plaintiffs respectfully request that, on final trial, that Derivative Plaintiffs have judgment against Defendants for the following:

- a. Judgment for damages as requested herein;
- b. Declaratory Relief;
- c. Rescission;
- d. An Accounting;
- e. Appointment of a Receiver;
- f. Costs of Suit;
- g. Injunctive relief;
- h. Punitive/Exemplary Damages;

- i. Pre-judgment and post-judgment interest at the maximum legal rate;
- j. Attorney's Fees; and
- k. All other relief, both at law and in equity, to which Derivative Plaintiffs may show themselves to be justly entitled.

Dated: July 22, 2009

Respectfully submitted,

CRAIG A. CAPUA

State Bar Card No. 03783950

ROYCE WEST

State Bar Card No. 21206800

/s/Craig A. Capua

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ATTORNEYS FOR QUANTEC, LLC,

IGUANA CONSULTING, LLC, AND

NOVO POINT, LLC

CERTIFICATE OF SERVICE

This is to certify that on the 22nd day of July, 2009, a true and correct copy of the foregoing **Derivative Plaintiffs Quantec, LLC, Iguana Consulting, LLC, and Novo Point, LLC Notice of Motion for Leave to File Intervention and to Authorize Discovery, and Brief in Support** was sent to the following counsels of record:

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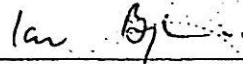
/s/Craig A. Capua _____
Craig A. Capua

Trust; that he has read the above and foregoing Derivative Plaintiffs Quantec, LLC, Iguana Consulting, LLC, and Novo Point, LLC Original Petition in Intervention; and that every statement contained in Paragraphs one (1) through eleven (11) of Derivative Plaintiffs Quantec, LLC, Iguana Consulting, LLC, and Novo Point, LLC Original Petition in Intervention is within his personal knowledge and true and correct.



ADRIAN TAYLOR

SUBSCRIBED AND SWORN TO BEFORE ME this the 20th day of July, 2009.



Signature of the Notary Public in and for the

IAN JAMES BYLES

Notary Public
Albury NSW
Australia

Notary's Printed Name

NO EXPIRY.

Commission Expires