

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

**Claim No. 00496 of 2024**

**ORDER OF the Supreme Court Act Chapter 53**

**AND IN THE MATTER** of an Application by the **ATTORNEY GENERAL** for an Order that no legal proceedings shall, without leave of a Judge, be instituted the Respondents in any court and that any legal proceedings instituted by the Respondents before the making of the order shall not be continued by the Respondents without such leave, and such leave shall not be given unless a Judge is satisfied that the proceedings are not an abuse of the process of the Court and that there is a prima facie ground for the proceedings.

**BETWEEN**

**THE ATTORNEY GENERAL OF THE COMMONWEALTH OF THE BAHAMAS,**  
**Claimant,**

**AND**

**JUNKANOO ESTATES LTD,**  
**First Respondent,**

**AND**

**YURI STAROSTENKO,**  
**Second Respondent,**

**AND**

**IRINA STAROSTENKO,**  
**Third Respondent.**

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**Affidavit in Response by Irina Tsareva**

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I, Irina Tsareva *pro se*, of the Western District of New Providence Island, one of the Islands of the Commonwealth of The Bahamas, a specially appearing Third Respondent erroneously named as Irina Starostenko, an erroneously named party to the Attorney-General's originating application, filed **11 June 2024** ("Originating Application"), which is based on an affidavit used in evidence<sup>1</sup> sworn by Lena Bonaby, filed **11 June 2024** ("Lena Bonaby Affidavit").

I am guided and inspired by the statements of Osadebay J. in his Judgment given in the *Walsh v. Ansbacher (Bahamas) Ltd. - [1997] BHS J. No. 18*, paragraph 20 of which reads:

*"20 The Bahamas and its Banking Industry are to be sustained, it is of the utmost importance that The Bahamas and its Banking Industry should not be seen as a haven and refuge for fraudsters and their ill-gotten gains. I must therefore consider these proceedings in the light of its own facts before me."*<sup>2</sup>

<sup>1</sup> CPR Rule **8.25**, CPR Rule **30.1** and CPR Rule **30.3** apply.

<sup>2</sup> See *Bahamas Law Reports/1997/Walsh v. Ansbacher (Bahamas) Ltd. - [1997] BHS J. No. 18* in Paragraph **20** reads: "Having regard to the dependence of the economy of The Bahamas on the Banking Industry, I am at home with and find the expressions of their Lordships and those of Scott, J. most relevant and appropriate to The Bahamas. On the other hand, **if the growth of the economy and**

## Service of process

For the reason stated above, and therefore for inadequate service of process on **18 July 2024**, I abstain from completing the form of acknowledgment of service so served on me, together with the Originating Application and the Lena Bonaby Affidavit, but I state that:

- (i) I contest the claim;
- (ii) I seek other remedies beyond that set out in the Originating Application;
- (iii) I intend to rely on the evidence in this Affidavit in response under Rule **56.2(2)** of the Civil Procedure Rules, **2022** ("CPR"); and
- (iv) I object to the use of the CPR Part **8** procedure as provided for in CPR Rule **8.27(1)** for the reason that there is a substantial dispute of fact<sup>3</sup> as to the circumstances asserted in the Lena Bonaby Affidavit.<sup>4</sup>

I further swear this Affidavit in support of applications for the Court's directions requiring:

- (i) pursuant to CPR Rules **8.25(3)** and **30.1(3)**, the attendance for cross-examination of the deponent Lena Bonaby; and
- (ii) pursuant to CPR Rule **30.3(3)**, that the scandalous, irrelevant or otherwise oppressive matters identified in this Affidavit be struck out of the Lena Bonaby Affidavit.

## Overview

1. The relationships between the Starostenkos and UBS AG, UBS Bahamas Ltd (in voluntary liquidation) (UBS), and Credit Suisse, Nassau (formerly known as Credit Suisse, Nassau and now part of UBS AG since 2023) (UBS-CS) is a two-folded and have given rise to the two primary legal actions. The Starostenkos aim to recover their capital and receive proper compensation for the suffered prejudice.

## A brief summary

2. **Action 1** - UBS-CS stole \$571,959.00 from the Starostenkos' account in 2009. Both, UBS and UBS-CS, are represented by the same law firm.
  - 2.1. in 2009 UBS-CS withdrew \$571,959.00 in fees from our account for two months of activity;
  - 2.2. the amount with interests accrued to the date of the claim, **21 August 2018**, totaling **\$1,143,349.00** and the daily rate of **\$187.95**<sup>5</sup>;

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***the prosperity of The Bahamas and its Banking Industry are to be sustained, it is of the utmost importance that The Bahamas and its Banking Industry should not be seen as a haven and refuge for fraudsters and their ill-gotten gains. I must therefore consider these proceedings in the light of its own facts before me.***

<sup>3</sup> CPR Rule **8.15(1)** and CPR Rule **8.19(1)** apply.

<sup>4</sup> That the Court's decision is sought on a question which involves a substantial dispute of fact is evidenced, for example, by the fact that the Lena Bonaby Affidavit alone is over **1,000** pages long.

<sup>5</sup> The interest accrues on both the principal and on interest after the date of the claim, and fixed costs pursuant to CPR Part 72.4(1).

- 2.3. we have relied on the promises of the CS managers that the refund for this huge mistake is on the way, and our money should be seen as a secure and profitable long-term investment, patiently waiting. In September 2015, our account was suddenly closed in order to save further expenses of account management, as we were explained;
  - 2.4. no refund was issued;
  - 2.5. in August **2018**, we filed action 2018/CLE/gen/No.00953, Starostenko et al. v CS AG, Nassau Branch. The only defense advanced by Lennox Patton is that we are out of time, although the property was held in trust, as required by law for broker accounts. The case is in the Supreme Court awaiting a date for a leave to appeal application against the decision of now-retired Justice Ruth Bow-Darville, who dismissed the claim as time-barred.
3. **Action 2** - Action 2 - UBS sold an illegal financial product to us - RECL (Real Estate Collateralized Loan) for five years in September 2012, taking their house as collateral. When Starostenko complained on multiple occasions about unacceptable service, UBS forced its hand and instead of finding a solution and issuing refunds for its wrongdoings (lack of electronic platform, late and wrong execution of trade orders), UBS moved with all its power and:
- 3.1. refused to refund or agree to any reasonable solution, believing to be above the law’;
  - 3.2. obtained a summary judgment by fraud, namely lying, through Mr. Marco Trunquest, five times to the Supreme Court Judge;
  - 3.3. even when the Honourable Judge corrected himself, placing a strict consolidation Order on **4 November 2015**, that both actions were to proceed as one (UBS’ claim and counterclaim), UBS continued to obstruct the court's process. A copy of the Order dated **4 November 2015** is now produced and shown to me, marked as ‘**Exhibit 12**’.
  - 3.4. All court's rulings and transcripts indicate that we were never accused of being vexatious or lacking merit in our counterclaim or in any way have delayed the process. On the contrary, UBS was found to have created prejudice against us by stealing a trial date of 19 September 2019 (see the Supreme Court ruling of **8 May 2023** delivered by Sir Ian Widner, Chief Justice, and it continues to be "victorious" in avoiding the trial date. A copy of the Ruling dated **8 May 2023** is now produced and shown to me, marked as ‘**Exhibit 7**’.
  - 3.5. UBS, facing an imminent trial date on Part 2 and with a Court of Appeal application likely to succeed in Part 1, sought to mislead the Attorney General's Office by advancing self-evidently frivolous claims. Their aim was to obtain an order that would further delay the process and incur additional costs, even though we are confident such an order would not be granted.
  - 3.6. With the above statement, I humbly ask all attorneys at the Attorney General's Office who will read this, also available on our website, to do your best in order to stop this abusive and unacceptable application and to indicate to UBS and its
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lawyers that the trial and appeal is the only legal option available to resolve these cases.

**The facts relied upon are, as follows.**

4. Cross-examination of Lena Bonaby is necessary for the following reasons.
5. Lena Bonaby has already twice committed perjury or facilitated the conveying of false information to the Supreme Court during the proceedings here in question through her affidavits filed in the Supreme Court, resulting in no imposition of any punishment provided by the Statute Laws of The Bahamas, therefore an evidentiary hearing to test Lena Bonaby’s veracity is warranted, as well as other remedies sought against Lena Bonaby:
  - 5.1. On **9 November 2018**, the Respondents applied to the Supreme Court for leave to make an application for an order of committal against Lena Bonaby. A copy of the Summons supported by the Statement under RSC Order 52, filed **9 November 2018**, is now produced and shown to me, marked as ‘**Exhibit 1**’.
  - 5.2. On **13 and 22 November 2019**, Yuri Starostenko applied to the Minister of National Security alleging “*offences committed by a structured group . . . comprised of Lena Bonaby . . .*”, among others. Copies of the Open Letter dated **13 November 2019** and **22 November 2019**, are now produced and shown to me, marked as ‘**Exhibit 2**’.
  - 5.3. On **20 September 2023**, the Respondents applied to the Supreme Court for cross-examination of Lena Bonaby and striking out the Appraisal made by George Damianos. A copy of the Motion, filed **20 September 2023**, is now produced and shown to me, marked as ‘**Exhibit 3**’.
6. For two centuries past, the policy of the Anglo-American System of Evidence has been to regard the necessity of testing by cross-examination as a vital feature of the law.<sup>6</sup>

| “Paragraph No. Assertion(s) in the Lena Bonaby Affidavit”  | (Paragraph No) in the Lena Bonaby Affidavit — Response(s) by Irina Tsareva   |
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| <p>“<b>6.</b> As of 2015, the Defendants have commenced several vexatious legal proceedings in the e Supreme Court against UBSBL, Government agencies, corporations in The Bahamas, employees of the Judiciary, Counsel and Attorneys of the Supreme Court and other citizens of The Bahamas.”</p> | <p><b>(6)</b> — The unsubstantiated assertion in paragraph <b>6</b> of the Lena Bonaby Affidavit is sought to be struck out, pursuant to CPR Rule <b>30.3(3)</b>, because it is a scandalous or otherwise oppressive matter.</p> <p>Lena Bonaby is wrong to assert that the Respondents “<i>have commenced several vexatious legal proceedings in the e Supreme Court against UBSBL, Government agencies, corporations in The Bahamas, employees of the Judiciary, Counsel and Attorneys of the Supreme Court and other citizens of The Bahamas</i>” because no court in this or any other jurisdiction has ever found that the Respondents have ever “<i>without any reasonable ground instituted vexatious legal proceedings whether in the [Bahamas Supreme] Court or in any inferior court</i>” within the meaning of Section <b>29</b> of the</p> |

<sup>6</sup> In his well-known quote, Professor Wigmore wrote in **1923** that cross-examination is “*the greatest legal engine ever invented for the discovery of truth*” (3 Wigmore, Evidence §1367) (Chadbourn rev. 1974).

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|  | Supreme Court Act. <sup>7</sup> (Square brackets added)   |
| <p>“7. In addition to these Actions, the Defendants have commenced four appeals in the Court of Appeal and made five applications in the Privy Council (two of which were brought while their appeals in the Court of Appeal were pending). The Defendants have also filed multiple interlocutory applications in the Supreme Court and Court of Appeal Actions, without reasonable grounds for doing so.”</p> <p>The same kind of unsubstantiated assertions or speculations were offered in paragraphs 37 through 77 of the Lena Bonaby Affidavit.</p> | <p><b>(7), (37) through (77)</b> — The unsubstantiated assertions in paragraph 7 and in paragraphs 37 through 77 of the Lena Bonaby Affidavit are sought to be struck out, pursuant to CPR Rule 30.3(3), because they are irrelevant to the Originating Application and are scandalous or otherwise oppressive matters.</p> <p>Lena Bonaby is wrong to assert in the context of the Originating Application that the Respondents “<i>have commenced four appeals in the Court of Appeal and made five applications in the Privy Council</i>” because it appears that the Supreme Court has no jurisdiction to consider matters unrelated to the “<i>vexatious legal proceedings whether in the [Supreme] Court or in any inferior court</i>” under Section 29 of the Supreme Court Act.<sup>8</sup> (Square brackets added)</p> <p>However, neither the Privy Council nor the Court of Appeal are inferior courts to the Supreme Court, as they are superior courts to the Supreme Court.</p> <p>Furthermore, Lena Bonaby is wrong to assert that the Respondents “<i>have also filed multiple interlocutory applications in the Supreme Court and Court of Appeal Actions, without reasonable grounds for doing so</i>” because no court in this or any other jurisdiction has ever found that the Respondents have ever “<i>without any reasonable ground instituted vexatious legal proceedings whether in the [Bahamas Supreme] Court or in any inferior court</i>” within the meaning of Section 29 of the</p> |

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<sup>7</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

“29. (1) *If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .*” (Some cites omitted, underline and ellipsis added)

<sup>8</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

“29. (1) *If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .*” (Some cites omitted, underline and ellipsis added)

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|   | Supreme Court Act. <sup>9</sup> (Square brackets added)   |
| <p>“8. In September 2012, UBSBL granted a mortgage (“<b>Mortgage</b>”) to the First Defendant, Junkanoo Estates Ltd. “<b>Junkanoo</b>”), over property owned by Junkanoo situated at Block7, Lot 5 in the Lyford Cay Subdivision on New Providence (“<b>Lyford Cay Property</b>”). Junkanoo is beneficially owned by the Second and Third Defendants, Yuri and Irina Starostenko (“<b>the Starostenkos</b>”). The Mortgage was to secure a loan of USD1,400,000.00, that was personally guaranteed by the Starostenkos. Junkanoo defaulted on the loan conditions set out in the Mortgage, and despite demands made by UBSBL to remedy the default, Junkanoo and the Starostenkos failed to do so.”</p> | <p>(8) —</p> <p>Lena Bonaby is wrong to assert that “<i>Junkanoo defaulted on the loan conditions set out in the Mortgage, and despite demands made by UBSBL to remedy the default, Junkanoo and the Starostenkos failed to do so</i>” because, in fact, there was no default by Junkanoo Estates Ltd., Yuri Starostenko, or Irina Tsareva, but instead UBS (Bahamas) Ltd. failed to fulfil its contractual duties and obligations under the financial services contract for the reasons, as follows.</p> <p>In <b>July 2012</b>, UBS (Bahamas) Ltd., acting through its officers, its website, its product brochure called “<i>Introducing the UBS Real Estate Collateralized Loan (RECL)</i>” and the Terms and Conditions of UBS (Bahamas) Ltd., offered to Junkanoo Estates Ltd.:</p> <ul style="list-style-type: none"> <li>A. a wide range of financial products and services, including investing and trading with instant execution of trading orders on the U.S. national exchanges, which would be carried out exclusively through electronic trading facilities of UBS AG, a swiss broker, holding <b>99.999975%</b> of the issued shares in the Respondent; and</li> <li>B. a loan for a term up to five (<b>5</b>) years with full repayment of the outstanding principal and interest due on maturity, where: <ul style="list-style-type: none"> <li>a. half of the borrowed funds will be used by Junkanoo Estates Ltd. for the purposes of investing and trading with instant execution of trading orders on the U.S. national exchanges;</li> <li>b. Junkanoo Estates Ltd. will pay interest quarterly, while no payments on the principal will be made during the term of the loan;</li> <li>c. Junkanoo Estates Ltd. will grant a real estate mortgage, the purpose of which will be strictly subordinated to the Junkanoo Estates Ltd. investing and trading with instant execution of its</li> </ul> </li> </ul> |

<sup>9</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

“**29. (1)** *If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .*” (Some cites omitted, underline and ellipsis added)

trading orders on the U.S. national exchanges by UBS (Bahamas) Ltd.

On **18 July 2012**, Yuri Starostenko and Irina Tsareva signed on behalf of Junkanoo Estates Ltd. the Account Application for Entities, which formed a financial services contract between UBS (Bahamas) Ltd., undersigned on **10 August 2012**, and Junkanoo Estates Ltd., whereby Junkanoo Estates Ltd. was enabled by UBS (Bahamas) Ltd. to take positions in the Derivative products and the U.S. Securities using the loan proceeds, followed by the opening of the Junkanoo Estates Ltd.'s corporate account with UBS (Bahamas) Ltd. numbered **32377** ("account 32377").

On **23 August 2012**, UBS (Bahamas) Ltd. made a written offer Junkanoo Estates Ltd. through a Commitment to Finance Letter dated the same day ("Commitment to Finance"), which formed a financial services contract between UBS (Bahamas) Ltd. and Junkanoo Estates Ltd., whereby UBS (Bahamas) Ltd. agreed to provide Junkanoo Estates Ltd. with:

- A. a credit facility ("Credit Facility") in the amount of **USD\$1,400,000.00** ("Facility Amount") at the interest rate of **4.02** per cent per annum;
- B. the term of the Credit Facility for a period of **5** years pursuant to the "Term" clause, which reads: "*The Term of the facility shall be 5 years 0 months*";
- C. a trading/investment capital in the amount of **USD\$700,000.00** pursuant to the "Minimum invested assets under management" and "Purpose" clauses, which read: "*The higher of USD\$500,000 (net of any Lombard financing) or 50% of the Facility Amount*".
- D. UBS imposed itself as an exclusive service provider, although advertising world-class leading facilities including Direct Market Access and an Electronic Trading Platform, UBS was supposed to enable Starostenko to perform trading activity flawlessly for the next five years.

On **18 September 2012**, as security for repayment of the indebtedness arising under and pursuant to the Credit Facility, Junkanoo Estates Ltd. granted UBS (Bahamas) Ltd. a mortgage ("Mortgage") over a residential real estate property located in the prestigious community of Lyford Cay known as Jazz House ("Residential Premises").<sup>10</sup>

<sup>10</sup> ALL THAT piece parcel or lot of land situate in the Western District of the said Island of New Providence one of the Islands of the Commonwealth of The Bahamas being Lot Number Five (No.5) in Block Number Seven (No. 7) of the Number One (No.1) Subdivision of Lyford Cay.

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|  | <p>Since January 2008, the Residential Premises was occupied by Yuri Starostenko and Irina Tsareva and their family let under a tenancy granted to them by Junkanoo Estates Ltd. and their moneys were paid for or invested in the Residential Premises, the amounts of which varied during the life of the grant and aggregated <b>\$2,685,774.00</b>, on <b>27 February 2018</b>, when Yuri Starostenko and Irina Tsareva were unlawfully evicted by the use of force and the Police, as set out below in my responses to paragraphs <b>(13)</b>, <b>(30) through (33)</b> of the Lena Bonabt Affidavit.</p> <p>On <b>28 September 2012</b>, UBS (Bahamas) Ltd. provided Junkanoo Estates Ltd. with the loan on the terms contained in the Commitment to Finance.</p>   |
| <p><b>“9.</b> As a result, on 03 October 2014, UBSBL commenced Action CLE/Gen/1620 of 2014 (<b>“Action 1620”</b>) in the Supreme Court, against Junkanoo and the Starostenkos, <i>inter alia</i>, to recover the sums due and owing under the loan and for vacant possession of the Lyford Cay Property. The Writ of Summons in Action 1620 is Set Out at page 1.”</p> | <p><b>(9)</b> —</p> <p>Lena Bonaby is wrong to assert that UBS (Bahamas) Ltd. <i>“to recover the sums due and owing under the loan and for vacant possession of the Lyford Cay Property”</i> because, in fact, on <b>3 October 2014</b>, UBS (Bahamas) Ltd. without any reasonable ground instituted vexatious legal proceedings in the Supreme Court Action <b>No. 01620 of 2014</b> on a money lending claim against borrower Junkanoo Estates Ltd. and its guarantors, Yuri Starostenko and Irina Tsareva, because as it was found in the <b>[2017] UKPC 8</b>, Privy Council Appeal <b>No. 0052 of 2016</b> <i>“the alleged defaults were due to UBS’s own breaches of their obligations”</i> and <i>“the event of default which was said to have made the debt payable was brought about by UBS’s breaches of duty”</i>,<sup>11</sup> as the Respondents alleged in their counterclaim, such as, for example, the following:</p> <p>A. from <b>29 September 2012</b> to <b>11 June 2013</b>, there was total inactivity on the Junkanoo Estates Ltd.’s account <b>32377</b>, resulting from the UBS (Bahamas) Ltd.’s failures to render financial services to Junkanoo Estates Ltd. during these eight <b>(8)</b> months and <b>(15)</b> fifteen days;</p> |

<sup>11</sup> See the Judgment of the Privy Council given on **3 April 2017** in *Junkanoo Estate Ltd and others (Appellants) v UBS Bahamas Ltd (In Voluntary Liquidation) (Respondent) (Bahamas) [2017] UKPC 8*, Privy Council Appeal **No. 0052 of 2016**, which reads at paragraphs 3 and paragraph 4 in part:

*“3. The defendants say that they have a defence. This is that the alleged defaults were due to UBS’s own breaches of their obligations in relation to the management of the invested funds, in particular in failing to provide an electronic trading platform for the investment of the funds under management and failing to carry out certain trades. . . .”* (Some cites omitted, underline and ellipsis added)

*“4. . . . It appears not to have been appreciated that the defence which the defendants wished to raise was not just that the debt was abated by the cross-claim, which might in some circumstances have amounted to an equitable set-off, but that the event of default which was said to have made the debt payable was brought about by UBS’s breaches of duty. This may or may not have been a good point, but Counsel’s concession meant that that was never decided. . . .”* (Some cites omitted, underline and ellipsis added)



- B. in **August 2013**, Junkanoo Estates Ltd. had made net profit of **US\$30,694.00**, and UBS (Bahamas) Ltd. had made two (2) compensation payments to Junkanoo Estates Ltd. in the total amount of **US\$3,110.00**<sup>12</sup> for lost profits, resulting from the UBS (Bahamas) Ltd.'s failures to render financial services to Junkanoo Estates Ltd.;
- C. on **18 September 2013**, Junkanoo Estates Ltd. had sought full compensation from UBS (Bahamas) Ltd. for lost profits in the amount of **US\$125,000.00**, and UBS (Bahamas) Ltd. failed to do so;
- D. from **September 2013** to **April 2014**, certain officers, agents and attorney of UBS (Bahamas) Ltd. had conspired to bring about the collapse of by engineering an alleged "*default*" of terms of the "Minimum invested assets under management" and "Purpose" clauses of the Commitment to Finance, and in payment of interest, and to force out Junkanoo Estates Ltd. from investing and trading on the U.S. national exchanges four (4) years before expiration of the term of the loan, as follows:
- a. on **19 September 2013**, UBS (Bahamas) Ltd. without any reasonable ground and in breach of its own Terms and Conditions sent to Junkanoo Estates Ltd. a "*margin call*" and a "*halt of trading*", whilst the sum of **US\$589,362.00** was standing to the Junkanoo Estates Ltd.'s credit in the account **32377**;
  - b. on **28 February 2014**, UBS (Bahamas) Ltd. without any reasonable ground declared the loan in "*default*" and demanded Junkanoo Estates Ltd. to pay the principal along with interest and "*breakage penalty*" of **US\$140,000.00** or to vacate the Residential Premises, while on **7 March 2014**, it made announcement in the local newspapers that it is "*winding down the banking side of its operations over the next year*"; and
  - c. on **11 April 2014**, UBS (Bahamas) Ltd. without any reasonable ground debited the Junkanoo Estates Ltd.'s account **32377** with the sum of **US\$526,323.49** standing to its credit, whereby usurped the Junkanoo Estates Ltd.'s money and business opportunities, involving investing and trading on the U.S. national exchanges, three (3)

<sup>12</sup> See UBS (Bahamas) Ltd.'s two (2) reports showing two (2) compensation payments to the Company in the total amount of **US\$3,110.00** sent by the Respondent (i) on **1 August 2013**, by email timed at **11:59 AM**; and (ii) on **4 September 2013**, by email timed at **5:31 PM**.

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|   | <p>years and five (5) months before expiration of the five (5) year loan term, acting as a slave lord.<sup>13</sup></p> <p>On 5 November 2014, UBS (Bahamas) Ltd. without any reasonable ground continued the vexatious legal proceedings in Action No. 01620 of 2014 by making an application for summary judgment seeking possession of the Residential Premises, in violation of both the provisions of Order 1, rule 6<sup>14</sup> of then current Rules of the Supreme Court (“RSC”) and the common law.</p>  |
| <p>“10. On 23 March 2015, UBSBL was granted Summary Judgment (“<b>Summary Judgment Order</b>”) against Junkanoo and the Starostenkos, granting it possession of the Lyford Cay Property and judgment in the sum of \$920,164.87 (“<b>the Judgment Debt</b>”). The Summary Judgment Order is set out at page 12.”</p> <p>“78. To date the Defendants have not satisfied the Judgment Debt owed to UBSBL in Action 1620. Additionally, UBSBL has accumulated a number of cost orders in its favor, in the Supreme Court, Court of Appeal and the Privy Council, stemming from the Defendants’ failed applications in these Courts.”</p> | <p>(10), (78) —</p> <p>Lena Bonaby is wrong to assert that “(“<b>Summary Judgment Order</b>”) against Junkanoo and the Starostenkos, granting it possession of the Lyford Cay Property and judgment in the sum of \$920,164.87 (“<b>the Judgment Debt</b>”)” because, in fact, the Summary Judgment Order was an unless order for the debt claimed by UBS (Bahamas) Ltd.<sup>15</sup> or for possession of the Residential Premises.<sup>16</sup></p> <p>UBS (Bahamas) Ltd.’s argument was based on the Junkanoo Estates Ltd.’s alleged “<i>default</i>” in payment of interest and a purported set-off between Junkanoo Estates Ltd. and UBS (Bahamas) Ltd., which was in fact “<i>breakage penalty</i>” of <b>US\$140,000.00</b> initially claimed by UBS (Bahamas) Ltd., but then it was waived by UBS (Bahamas) Ltd. and misrepresented by its Attorney to the Judge as set-off, which was a lie that cannot be denied and that has never been refuted by UBS (Bahamas) Ltd., who twice filed its Defence to their Statement of Claim filed on 14</p> |

<sup>13</sup> “The rich rules over the poor, and the borrower becomes the lender’s slave.” — Proverbs 22:7.

<sup>14</sup> RSC Order 1, rule 6 which reads:

“6. Except where the context otherwise requires, references in these Rules to an action or claim for the possession of land shall be construed as including references to proceedings against the Crown for an order declaring that the plaintiff is entitled as against the Crown to the land or to be the possession thereof.”

<sup>15</sup> The Summary Judgment Order reads at page 1, paragraph 1:

“1. It is adjudged that the Plaintiff do recover against the Defendants the sum of USD\$920, 164.87 for principal money and interest, due and owing as of 5<sup>th</sup> December, 2014, secured by the Mortgage dated 1st September, 2012 (“the Mortgage”) over Lot 5 in Block Number 7 of the Number 1 Subdivision of “Lyford Cay” in the Western District of New Providence . . .”. (Ellipsis added)

<sup>16</sup> The Summary Judgment Order reads at page 2, paragraph 3:

“3. Unless the Defendants, within 21 days of the date hereof (i.e. on or before 3<sup>rd</sup> April, 2015) pay to the Plaintiff the sum of USD\$920,164.87 due and owing as of 5<sup>th</sup> December, 2014, together with interest thereon at the rate of USD\$129.82 per day from that date until payment, the Defendants must (1) deliver up vacant possession of the Property to the Plaintiff within 28 days hereof (ie. on or before 21<sup>st</sup> April, 2015). . .”. (Ellipsis added)

**November 2017** by the Respondents in Consolidated Action No. **01620 of 2014 / No. 01451 of 2015** (“Statement of Claim”) in which perjury was alleged<sup>17</sup> for the first time and which reads in part:

*“617. Counsel for UBS said during the hearing: “The difference is because my learned friend would know there was a set-off. That’s why there is a slight distinction between what’s in the pleadings. If my learned friend would see in the writ, it says the amount due as of the 11th of April. But since then there was a set-off, that is how we came to the figures in the affidavit.” (Page 6, lines 1 to 7 of the transcript), which was a lie because, in fact, the letter mentioned above also contained the Manifest of Errors regarding the Breakage penalty in the amount of USD\$140,000, erroneously calculated by the Plaintiff, and a withholding of that wrongly calculated, thereby Breakage penalty was misrepresented as a set-off.”*

Before and during the summary judgement hearing before the Supreme Court on **23 March 2015**, a certain officer and attorney of UBS (Bahamas) Ltd. agreed to bring about a situation which would or might deceive Evans J. performing public duties by filing a fraudulent affidavit and by making false statements at this hearing.

In **2017**, Yuri Starostenko and Irina Tsareva applied to the Attorney General by way of a letter motion dated **27 October 2017** ("Letter Motion") sent on **27 October 2017** by emails timed at **11:48 AM** and at **03:18 PM**, asking the Attorney-General to act on the basis of facts of perjury committed by Attorney and the deponent of the Affidavit on behalf of UBS (Bahamas) Ltd and alleging that:

*“the order for possession [was] obtained on summary judgment by fraud” (square brackets added); and*

*“UBS . . . filed a fraudulent affidavit, omitting most of the facts, obtained Summary Judgment for possession against us, while we were misinformed by our former attorney regarding the date of hearing and so was not present at it.”* A copy of the Letter Motion dated **27 October 2017** is now produced and shown to me, marked as ‘**Exhibit 4**’.

Recently, Yuri Starostenko and Irina Tsareva repeated their request to the Attorney-General to act on the basis of facts contained in the Letter of Motion by mail sent to Monque Millar, a staff member at

<sup>17</sup> See the Respondnets’ Statement of Claim at paragraph 617.

the Office of the Attorney General, on **24 July 2024**, timed at **17:44**, which reads in part:

*“Perhaps most importantly, however, the Attorney General, is empowered by The Constitution of the Commonwealth of The Bahamas "to institute and undertake criminal proceedings against any person before any court in respect of any offence against the law of The Bahamas;" and "to take over and continue any such criminal proceedings that may have been instituted by any other person or authority;" (see paragraphs (a) and (b) of Article 78 of The Constitution).”* A copy of the email sent on **27 October 2017** is now produced and shown to me, marked as **‘Exhibit 5’**.

The fact is that the Summary Judgment Order was procured by fraud upon the court which was misled as to material circumstances by UBS (Bahamas) Ltd.’s attorney, resulting in the rendition of a judgment which would not have been given if the whole conduct of the case had been fair, was the basis of the Respondents’ application, filed **21 February 2024**, to have the Summary Judgment Order set aside on the ground that UBS (Bahamas) Ltd. obtained it by fraud, which is pending before the Judge in the Consolidated Action No. **01620 of 2014 / No. 01451 of 2015**. A copy of the application, filed **21 February 2024**, is now produced and shown to me, marked as **‘Exhibit 6’**.

On this application the Respondents rely on the legal principle articulated in the judgment of David Steel, J. in *Kuwait Airways v Iraqi Airways* [2005] EWHC 2524 (Comm) considered by the Hon. Sir Michael Barnett, P in the Judgment of the Court of Appeal in *Murphy v Hot Pancakes et al.* - SCCivApp No. **95 of 2020** that *“where the original judgment has been unsuccessfully appealed (without knowledge of the alleged fraud) the first instance court in the second action has jurisdiction to set aside both the original first instance judgment and appellate order (s) upholding it.”*

The Summary Judgment Order was validly challenged by the Respondents on several grounds on their Appeal which was dismissed in August 2020 on only one narrow point, and Starostenkos are still pursuing remedies available on the Appeal by way of judicial review.

From **23 March 2015**, even if it was obtained by fraud, without us being in court due to the wrong date given to us by the lawyer acting then, the Judge pointed out that the first issue would be for the parties to agree on a trial date.

Lena Bonaby is wrong to assert that the Respondents *“have not*

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|  | <p>satisfied the Judgment Debt owed to UBSBL” for the reason of the <b>27 February Execution</b> and other reasons as set out here below.</p> <p>The Respondents' Claims set out in the Statement of Claim were never heard on their merits, as a result of delay tactics used by UBS, which was blamed by the Supreme Court its Ruling dated <b>8 May 2023</b>, finding that UBS “being disingenuous in its application and was intentionally trying to delay the matter further” caused “the inordinate and inexcusable delay” that “has deprived the Plaintiffs [Respondents] of a trial date” and requiring that “the matter finally determined” (Square brackets added).<sup>18</sup></p> <p>Further, the Supreme Court granted two forms of relief that cannot be obtained at the same time, limiting the relief granted to one or another form, where one form excluded the other, the boundary between which were clearly demarcated, having different practical effects.</p> <p>Namely, after the <b>27 February 2018 Execution</b>,<sup>19</sup> albeit illegal,<sup>20</sup> the Summary Judgment Order was fulfilled and satisfied in whole through delivery of possession of the Residential Premises on <b>27</b></p> |
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<sup>18</sup> See the Supreme Court Ruling dated **8 May 2023**, which reads at paragraph 32:

*“32. The delay caused thereby has deprived the Plaintiffs [Respondents] of a trial date and to make an order in the Defendant’s p[ro]UBS] favour would only further delay the trial. The Court will in no way intervene causing the Plaintiffs further expense and inconvenience. In all, the Plaintiffs [Respondents] have already been prejudiced by the [Respondent’s] application and the time it has taken to have the matter finally determined.”* (Square brackets, underline added, some cites omitted)

<sup>19</sup> See here below the Response to paragraph (13) of the Lena Bonaby Affidavit, which reads in part:

*“The effects of the **27 February 2018 Execution** were, as follows:*

- A. *The process issued on the Summary Judgment Order was returned satisfied in whole.*
- B. *The Summary Judgment Order was fulfilled through delivery of possession sought by UBS (Bahamas) Ltd.*
- C. *After the Execution, the Summary Judgment Order had lost its coercive effect, and no further proceedings were necessary because UBS (Bahamas) Ltd. had obtained all the reliefs sought that was available to UBS (Bahamas) Ltd. at law under the Summary Judgment Order.”*

<sup>20</sup> See here below the Response to paragraph (13) of the Lena Bonaby Affidavit, which reads in part:

*“on **27 February 2018**, instead of being employed for the maintenance of law and order, the preservation of peace and enforcement of all laws with which the Police Force is charged under **section 4 of the Police Force Act**, five police officers were provided for private purposes contrary to **section 125(1)(k) of this Act** to the Deputy Provost Marshall Jack Davis and locksmith at the direction of UBS (Bahamas) Ltd., its voluntary liquidator or UBS AG in the course of an unlawful execution (“**27 February 2018 Execution**”) of a writ of possession wrongly issued by a Registrar of the Supreme Court, acting without jurisdiction vested in “the Judge, Magistrate, Justices of the Peace or Coroner”<sup>#</sup> under the **Police Force Act**, making these police officers unable at law to assist anybody executing a warrant which was not one lawfully “issued by a judge, magistrate or justice of the peace” under **section 44(1) of the Police Force Act.**”<sup>#</sup>*

**February 2018**, albeit illegal, to UBS (Bahamas) Ltd.

Thus, on **27 February 2018**, the Summary Judgment Order had lost its coercive effect, and no further proceedings were necessary because UBS (Bahamas) Ltd. had obtained all the relief sought that was available to it under the Summary Judgment Order.

Currently, since **27 February 2018**, UBS (Bahamas) Ltd. holds both the possession of the Residential Premises and the Mortgage, as a security interest in these Residential Premises, the Fair Market Value of which was increasing steadily since **2012** according to the valuations prepared by duly licensed Certified Appraisers, as follows:

- A. **\$2,800,000.00** (Appraisal Report dated **20 August 2012**);
- B. **\$3,355,000.00** (Appraisal Report dated **29 April 2016**);
- C. **\$3,684,000.00** (Appraisal Report dated **26 December 2016**);
- D. **\$3,417,939.00** (Opinion of Value dated **25 September 2023**); and
- E. **\$3,655,375.00** (Opinion of Value dated **7 December 2023**);<sup>21</sup> which is now almost four (**4**) times greater than the amount of **\$920,164.87** specified in the Summary Judgment Order.

Therefore, a substantial dispute between Junkanoo Estates Ltd. and UBS (Bahamas) Ltd. as to the debt owing or due is still remains unresolved because: (i) the UBS (Bahamas) Ltd.'s evidence as to the amount of **\$920,164.87** specified in the Summary Judgment Order ("Summary Judgment Evidence"), alleged by the Respondents to be fraudulent, was never tested; and (ii) the Respondents' evidence, which contested the facts presented by UBS (Bahamas) Ltd., challenging the Summary Judgment

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|  | <p>Evidence, “<i>was not before the court</i>”.<sup>22</sup></p> <p>Later, the same Judge who granted the Summary Judgment Order doubted the Summary Judgment Evidence's credibility and did not affirm the facts, as presented by UBS (Bahamas) Ltd., to be undisputed.</p> <p>The Respondents have a reasonable prospect to succeed in their counterclaim<sup>23</sup>, which is in a much greater amount than the amount specified in the Summary Judgment Order, in particular:</p> <p>A. on <b>14 November 2017</b>, the Respondents filed in Consolidated Action No. <b>01620 of 2014 / No. 01451 of 2015</b> their statement of claim (“Statement of Claim”), raising the twelve (<b>12</b>) claims against UBS (Bahamas) Ltd. in the total amount of <b>\$11,280,107.00</b>, which is more than twelve (<b>12</b>) times greater than the amount of <b>\$920,164.87</b> specified in the Summary Judgment Order; and</p> |
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<sup>22</sup> See the Judgment of the Privy Council given on **3 April 2017** in *Junkanoo Estate Ltd and others (Appellants) v UBS Bahamas Ltd (In Voluntary Liquidation) (Respondent) (Bahamas) [2017] UKPC 8*, Privy Council Appeal No. **0052 of 2016**, which reads at paragraph 4 in part:

*“4. . . . It is apparent from the transcript of the hearing, which has been put before the Board, that no real attempt was made to present the defendants’ case at this hearing. Counsel for the defendants had by mistake put the hearing into his diary for 25 March, as a result of which Mr and Mrs Starostenko were not present and Counsel was not properly prepared. An affidavit had been sworn on behalf of the defendants which, when read with the voluminous correspondence exhibited, could be said to support the defence to which the Board has referred. However, it was still in the process of being filed and was not before the court. Counsel for the defendants observed that “to that extent” the application for summary judgment was opposed. . . . Evans J gave judgment for the debt claimed and for possession in default of payment, without prejudice to the defendants’ right to pursue their counterclaim.” (Some cites omitted, underline and ellipsis added)*

<sup>23</sup> See the Judgment of the Privy Council given on **3 April 2017** in *Junkanoo Estate Ltd and others (Appellants) v UBS Bahamas Ltd (In Voluntary Liquidation) (Respondent) (Bahamas) [2017] UKPC 8*, Privy Council Appeal No. **0052 of 2016**, which reads at paragraphs 3 and paragraph 4 in part:

*“3. The defendants say that they have a defence. This is that the alleged defaults were due to UBS’s own breaches of their obligations in relation to the management of the invested funds, in particular in failing to provide an electronic trading platform for the investment of the funds under management and failing to carry out certain trades. It is also said that there is a cross-claim for damages flowing from the same breaches. It is unnecessary to examine these points in greater detail. As a result of the procedural mishaps described below, they have never been examined by the courts below. The Board think it right to approach the present application on the assumption that they are arguable, without deciding whether or not they are.” (Underline added)*

*“4. . . . Counsel for the defendants observed that “to that extent” the application for summary judgment was opposed. . . . It appears not to have been appreciated that the defence which the defendants wished to raise was not just that the debt was abated by the cross-claim, which might in some circumstances have amounted to an equitable set-off, but that the event of default which was said to have made the debt payable was brought about by UBS’s breaches of duty. This may or may not have been a good point, but Counsel’s concession meant that that was never decided. Evans J gave judgment for the debt claimed and for possession in default of payment, without prejudice to the defendants’ right to pursue their counterclaim.” (Some cites omitted, underline and ellipsis added)*

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|  | <p>B. on <b>8 May 2023</b>, the Supreme Court found in its Ruling made in Consolidated Action No. <b>01620 of 2014 / No. 01451 of 2015</b> dated <b>8 May 2023</b> that the Statement of Claim is “<i>hindering the Defendant [UBS (Bahamas) Ltd.] in mounting its Defence</i>” and that “<i>it was clear that the Statement of Claim contained the necessary particulars of the claims</i>”, and it affirmed that “[<i>l</i>]itigants are always bound by their pleadings”.<sup>24</sup> A copy of the Ruling dated <b>8 May 2023</b> is now produced and shown to me, marked as ‘<b>Exhibit 7</b>’.</p>   |
| <p>“<b>11.</b> UBSBL was also awarded the costs of its Summary Judgment application and filed its Bill of claiming costs in the sum of \$55,577.88.”</p> | <p><b>(11)</b> —</p> <p>On <b>4 November 2015</b>, by Order of the Court, the litigation costs “<i>of all the parties to the above-mentioned actions</i>”<sup>25</sup> were consolidated. A copy of the Order dated <b>4 November 2015</b> is now produced and shown to me, marked as ‘<b>Exhibit 12</b>’.</p>  |
| <p>“<b>12.</b> On 01 April 2015, UBSBL entered into voluntary liquidation.”</p>  | <p><b>(12)</b> —</p> <p>On <b>19 March 2015</b>, a member of UBS AG, a parent company, by passing of a resolution for winding up, had commenced voluntary liquidation of UBS (Bahamas) Ltd. under section <b>211</b> of the Act and appointed voluntary liquidators in accordance with section <b>214</b> of the Act, making UBS (Bahamas) Ltd (In Voluntary Liquidation) (“UBS (Bahamas) Ltd.”) insolvent and unable to fulfil any of its contractual duties and obligations two (<b>2</b>) years and seven (<b>7</b>) months before expiration of the five (<b>5</b>) year loan term.</p> <p>On <b>31 March 2015</b>, UBS (Bahamas) Ltd.’s value of assets in respect of which joint voluntary liquidators were appointed was <b>US\$114,816,054.00</b>, including legal fees and other liquidation</p> |

<sup>24</sup> See the Supreme Court Ruling dated **8 May 2023**, which read paragraphs 13, 31 and 32:

“13. . . . *The Defendant continued that the Statement of Claim contains several allegations against the Defendant and which are without particulars thus hindering the Defendant in mounting its Defence.*” (Some cites omitted, underline added)

“31. *Having made such statements it was clear that the Statement of Claim contained the necessary particulars of the claims . . .*” (Some cites omitted, underline added)

“32. . . . *Litigants are always bound by their pleadings and any variance therefrom, unless with the leave of the Court, will not be heard or considered.*” (Some cites omitted, underline added)

<sup>25</sup> See the Supreme Court Order to consolidate the parties' actions into one action dated **4 November 2015**, which reads in paragraphs 1 and 4:

“1. *Action CLE/gen/No.01451 of 2015 be consolidated with the Counterclaim in Action CLE/gen/No.01620 of 2014 and the said actions do proceed as one action.*”

“4. *The costs of all the parties to the above-mentioned actions including herein their costs of and incidental to this application be costs in the said consolidated action.*”



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|  | <p>costs provision <b>US\$3,895,986.00</b>, according the Unaudited Non-Consolidated Statements of Financial Position of UBS (Bahamas) Ltd. which was registered with the Registrar General's Department of The Bahamas on <b>29 April 2015</b>.</p> <p>There are reasonable grounds to believe that the current value of UBS (Bahamas) Ltd.'s assets is significantly lower, if any, as a result of oversight by its sole voluntary liquidator Mr John F. K. Delaney KC, the Senior Partner in the law firm Delaney Partners, at which Lena Bonaby is a Partner.<sup>26</sup></p> <p>On <b>1 April 2015</b>, the voluntary liquidators delivered a letter to the Registrar General of The Bahamas, confirming that the voluntary liquidation of UBS (Bahamas) Ltd. was commenced on <b>1 April 2015</b> and enclosed the following documents:</p> <ul style="list-style-type: none"><li>A. Shareholders' Resolution dated <b>19 March 2015</b>;</li><li>B. Notice of Voluntary Winding Up dated <b>1 April 2015</b>; and</li><li>C. Voluntary Liquidators' Consent to Act dated <b>1 April 2015</b>; but</li><li>D. <b>No prior approval</b> of the Securities Commission of The Bahamas granted to UBS (Bahamas) Ltd. before going into voluntary liquidation was submitted to the Registrar General's Department.</li></ul> <p>It appears that UBS (Bahamas) Ltd. went into voluntary liquidation "<i>without the prior approval of the [Securities] Commission</i>" in violation of <b>Section 73</b> of the <b>Securities Industry Act, 2011</b><sup>27</sup> and <b>Regulation 64</b> of the <b>Securities Industry Regulations</b>,</p> |
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<sup>26</sup> See paragraph 1 of the Lena Bonaby Affidavit.

<sup>27</sup> See **Section 73** of the **Securities Industry Act, 2011**, which reads:

*"A registered firm shall not go into voluntary liquidation without the prior approval of the Commission and if proceedings for an involuntary liquidation are commenced against a registered firm the Commission shall be immediately notified in writing by the affected registered firm or by one of its partners, directors or officers."* (Underline added)

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|   | 2012 <sup>28</sup> thereunder, and contravened the provisions of subsection (1)(c) of Section 74 of the Securities Industry Act, 2011. <sup>29</sup>  |
| <p>“13. Junkanoo and the Starostenkos failed to pay the sums owed, per the Summary Judgment Order. On 27 February 2018, the [Deputy] Provost Marshall of the Commonwealth of The Bahamas removed Starostenkos [together with their six (6) children, then minors] from the Lyford Cay Property, acting under a lawful Writ of Possession. The Writ of Possession is set out at page 18.” (Square brackets, italics added)</p> <p>The same kind of unsubstantiated assertions were offered in paragraphs 30 through 33 of the Lena Bonaby Affidavit.</p> | <p>(13), (30) through (33) —</p> <p>Lena Bonaby is wrong to assert that “[o]n 27 February 2018, the [Deputy] Provost Marshall of the Commonwealth of The Bahamas [when] removed Starostenkos [together with their six (6) children, then minors] from the Lyford Cay Property, [was] acting under a lawful Writ of Possession” (square brackets, bold added) because, in fact, on 27 February 2018, instead of being employed for the maintenance of law and order, the preservation of peace and enforcement of all laws with which the Police Force is charged under section 4 of the Police Force Act, five police officers were provided for private purposes contrary to section 125(1)(k) of this Act to the Deputy Provost Marshall Jack Davis and locksmith at the direction of UBS (Bahamas) Ltd., its voluntary liquidator or UBS AG in the course of an unlawful execution (“27 February 2018 Execution”) of a writ of possession wrongly issued by a Registrar of the Supreme Court, acting without jurisdiction vested in “the Judge, Magistrate, Justices of the Peace or Coroner”<sup>30</sup> under the Police Force Act, making these police officers unable at law to assist anybody executing a warrant which was not one lawfully “issued by a judge, magistrate or justice of the peace” under section 44(1)</p> |

<sup>28</sup> See Regulations 64(1) and 64(3) of the Securities Industry Regulations, 2012, which reads in part:

*“(1) No registered firm shall cease to carry on securities business or go into voluntary liquidation without the prior approval of the Commission.”* (Underline added)

*“(3) Where a registered firm decides to cease to carry on any securities business, it shall ensure that any securities business that is outstanding is properly completed or is transferred to another firm registered to carry on that securities business.”* (Underline added)

<sup>29</sup> See Section 74 of the Securities Industry Act, 2011, which reads in part:

*“(1) It is an offence -*

*(c) for person to make a misrepresentation in any filing, application, notification, or other document required to be filed, delivered or notified to the Commission under this Part.”*

*(2) Any person or registrant who contravenes the provisions of subsection (1) is guilty of an offence and shall be liable on summary conviction to a fine of \$150,000 or to imprisonment for two years or to both.”* (Some cites omitted)

<sup>30</sup> See section 55 of the Police Force Act, 2009.

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| <p>“<b>30.</b> The Starostenkos have also brought actions against people who were either present at the time UBSBL took possession of the Lyford Cay Property or who in some way assisted UBSBL in taking possession of the Lyford Cay Property.”</p> <p>“<b>31.</b> On 01 March 2018, the Starostenkos commenced Action CLE/gen/0229 of 2018 (“<b>Action 0229</b>”) in the Supreme Court, against UBSBL’s attorneys, Mr. Turnquest and Ms. Cargill, Mr. Jack Davis, who acted as Provost Marshal, Peter Green, a locksmith, and Mr. Vincent Charlton (now deceased), an employee with the Lyford Cay community. By this action, the Starostenkas claimed damages for trespass and injury to their reputation, stemming from their removal from the Lyford Cay Property in February 2018. The Writ of Summons is set out at page 461.”</p> <p>“<b>32.</b> The Starostenkos discontinued Action 0229 against all the defendants except Mr Jack Davis.”</p> <p>“<b>33.</b> As far as I am aware, Action 0229 is still pending before the Supreme Court. The Starostenkos also appear in</p> | <p><b>of the Police Force Act.</b><sup>31</sup></p> <p>The effects of the <b>27 February 2018</b> Execution were, as follows:</p> <ul style="list-style-type: none"> <li>A. The process issued on the Summary Judgment Order was returned satisfied in whole.</li> <li>B. The Summary Judgment Order was fulfilled through delivery of possession sought by UBS (Bahamas) Ltd.</li> <li>C. After the Execution, the Summary Judgment Order had lost its coercive effect, and no further proceedings were necessary because UBS (Bahamas) Ltd. had obtained all the relief sought that was available to UBS (Bahamas) Ltd. at law under the Summary Judgment Order.</li> </ul> <p><b>(30) through (33) —</b></p> <p>Lena Bonaby is wrong to assert that “<i>The Starostenkos have also brought actions against people who were either present at the time UBSBL took possession of the Lyford Cay Property or who in some way assisted UBSBL in taking possession of the Lyford Cay Property</i>” for the reasons stated above.</p> <p><b>In Action 0229:</b></p> <p>On <b>3 March 2022</b>, by Order of the Court Final Judgment was entered against Jack Davis in the amount of One Million Forty Five Thousand Eight Hundred Dollars (<b>\$1,045,800.00</b>), together with interest, to be paid to Yuri Starostenko and Irina Tsareva. A copy of the Order dated <b>3 March 2022</b> is now produced and shown to me, marked as ‘<b>Exhibit 8</b>’.</p> <p>On <b>4 July 2023</b>, by Order of the Court Yuri Starostenko and Irina Tsareva were entitled to pre-judgment interest in the amount of <b>\$125,496.00</b> and to post-judgment interest at rate of <b>\$200.56</b> per day until payment in full. A copy of the Order dated <b>4 July 2023</b> is now produced and shown to me, marked as ‘<b>Exhibit 9</b>’.</p> <p>On <b>15 August 2023</b>, by Order of the Court Jack Davis was required to attend before an examiner of the Supreme Court to provide information under oath about matters related to the execution of the process issued on the Order dated <b>4 July 2023</b>, which has not yet taken place and is pending before the Supreme Court. A copy of the Order dated <b>15 August 2023</b> is now produced and shown to me, marked as ‘<b>Exhibit 10</b>’.</p> |
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<sup>31</sup> See section 44(1) of the Police Force Act, 2009, which reads:

“44. (1) All warrants issued by a judge, magistrate or justice of the peace shall be addressed to each and all police officers and all such officers shall have the right, power and authority to execute every such warrant.”

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| <p>this action as pro se litigants.”</p>  | <p>On <b>21 March 2024</b>, Action <b>0229</b> was validly amended by adding new defendants to the proceedings under CPR Rules <b>19.2(1)</b> and <b>19.2(2)</b>,<sup>32</sup> whereby the Standard Claim (Amended) in Form <b>G3</b> (CPR Rules <b>8.1(1)(a)</b>, <b>8.1(5)</b>), filed <b>21 March 2024</b>, (“Standard Claim (Amended) in <b>2018/CLE/GEN/229</b>”) reads at page <b>1</b> in part:</p> <p><i>“The claimants [Yuri Starostenko and Irina Tsareva] are making two (2) claims for civil conspiracy and trespass against the defendants [JACK DAVIS, UBS AG (A SWISS BROKER), THE LYFORD CAY PROPERTY OWNERS ASSOCIATION (1971) LIMITED] on the basis of the facts asserted in the Statement of Claim, filed in this action 1 March 2018 [Action <b>0229</b>], seeking (i)to impose liabilities under Titles xxii and xxii of the Act; and (ii)indemnification for damages, with interest 6% per annum, for: (a)lost use of their premises;' (b)loss of value of their premises; (c)loss of business reputation and goodwill; and (d)their children’s mental and emotional disturbance; loss of amenities; lack of education and training, resulting m a troubled childhood and disadvantaged youth. Further, the claimants sue the defendant THE LYFORD CAY PROPERTY OWNERS ASSOCIATION (1971) LIMITED for (a)breach of the covenants under: (i)paragraph 3(1) of its Memorandum of Association dated 25 November 1971; and (ii)the Grant of Right of Way dated 20 March 1985 over their premises above referred to; and (b)breach of the Post Office Rules, 1949.”</i> (Square brackets added) A copy of the Standard Claim (Amended) in <b>2018/CLE/GEN/229</b> is now produced and shown to me, marked as ‘<b>Exhibit 11</b>’.</p> |
| <p>“<b>14.</b> On 16 September 2015, Junkanoo and the Starostenkos commenced Action CLE/gen/ 1431 of 2015 (“<b>Action 1451</b>”) in the Supreme Court against UBSBL. Action 1451 was also based on the Mortgage relationship between UBSBL, Junkanoo and the Starostenkos. The Writ of Summons filed in Action 1451</p> | <p><b>(14)</b> —</p> <p>On <b>16 September 2015</b>, the Respondents instituted legal proceedings in the Supreme Court against UBS (Bahamas) Ltd. in Action <b>No. 01451 of 2015</b> for breach of duties, false and fraudulent representations in the broker-dealer-customer relationship in dealing with the purchase and sale of securities on the U.S. national exchanges.</p> <p>In summary, Action <b>No. 01451 of 2015</b> is based on the fact that</p>  |

<sup>32</sup> See CPR Rules **19.2(1)** and **19.2(2)**, which read:

*“(1) A claimant may add a new defendant to the proceedings without permission at any time before the case management conference.*

*“(2) The claimant does so by filing at the court office an amended claim form and statement of claim and Parts 5, 7, 9, 10 and 12 apply to the amended claim for as they do to a claim form.”*

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| <p>is set out at page 18.”</p>  | <p>UBS (Bahamas) Ltd. provided no actual service to the Junkanoo Estates Ltd.'s investing and trading with instant execution of its trading orders on the U.S. national exchanges, but its investment services were in fact a massive fraudulent scheme.</p>  |
| <p>“<b>15.</b> In Action 1451, Junkanoo and the Starostenkos initially claimed damages against UBSBL for \$2,054,000.00. On 04 November 2015, on an application by UBSBL, Actions 1620 and 1450 were consolidated (“Consolidated Action”). In the Consolidated Action, Junkanoo and the Starostenkos filed a 200-page counterclaim, claiming liquidated damages of up to USD\$5,100,000.00. The Statement of Claim filed by the Defendants in the Consolidated Action 18 set out at page 31.”</p> | <p><b>(15)</b> —</p> <p>Upon an application of UBS (Bahamas) Ltd., on <b>4 November 2015</b>, Action No. <b>01451 of 2015</b> was consolidated with the counterclaim in Action No. <b>01620 of 2014</b>, and they proceeded as one action, Consolidated Action No. <b>01620 of 2014 / No. 01451 of 2015</b>, under the Supreme Court Order which provided also for the consolidated litigation costs “<i>of all the parties to the above-mentioned actions</i>”.<sup>33</sup> A copy of the Order dated <b>4 November 2015</b> is now produced and shown to me, marked as ‘<b>Exhibit 12</b>’.</p>  |
| <p>“<b>16.</b> The Consolidated Action remains pending; however, it has been inundated with multiple interlocutory applications (39) filed by the Defendants, many of which are duplications, filed without reasonable grounds and seemingly with the intention to frustrate UBSBL. This is an abuse of the Court’s process.”</p>   | <p><b>(16)</b> — The unsubstantiated assertion in paragraph <b>16</b> of the Lena Bonaby Affidavit is sought to be struck out, pursuant to CPR Rule <b>30.3(3)</b>, because it is a scandalous or otherwise oppressive matter.</p> <p>Lena Bonaby is wrong to assert that the Consolidated Action “<i>has been inundated with multiple interlocutory applications (39) filed by the Defendants, many of which are duplications, filed without reasonable grounds and seemingly with the intention to frustrate</i>” because, in fact, there were 17 applications (including those combined), made by the Respondents in Consolidated Action No. <b>01620 of 2014 / No. 01451 of 2015</b>, out of which 2 applications were refused, for 2 applications the decisions were reserved, and 13 applications are pending before the Judge. There were no delays in the trial caused by the Respondents’ applications. A copy of the Affidavit, filed <b>6 May 2024</b>, is now produced and shown to me, marked as ‘<b>Exhibit 13</b>’.</p> <p>On the other hand, there were 6 applications, made by UBS (Bahamas) Ltd. in Consolidated Action No. <b>01620 of 2014 / No. 01451 of 2015</b>, out of which 2 applications were refused, 2 applications were granted, for 1 application the decision was</p> |

<sup>33</sup> See the Supreme Court Order to consolidate the parties' actions into one action dated **4 November 2015**, which reads in paragraphs 1 and 4:

“1. Action **CLE/gen/No.01451 of 2015** be consolidated with the Counterclaim in Action **CLE/gen/No.01620 of 2014** and the said actions do proceed as one action.”

“4. The costs of all the parties to the above-mentioned actions including herein their costs of and incidental to this application be costs in the said consolidated action.”

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|   | <p>reserved, and 1 application is pending before the Judge in Consolidated Action No. 01620 of 2014 / No. 01451 of 2015.</p> <p>The total delay in the trial caused by the UBS (Bahamas) Ltd. applications was 5 years and 5 months, compounded by the loss of trial days as scheduled by the Court.</p> <p>For example, the applications by UBS (Bahamas) Ltd.:</p> <ul style="list-style-type: none"> <li>- filed 7 November 2018, for an order and declaration, pursuant RSC Order 31, which was refused, caused the delay for 4 months, until 5 March 2019,<sup>34</sup></li> <li>- filed 7 November 2018, for leave to amend the Defence just then filed by UBS (Bahamas) Ltd. on 28 November 2017, which was granted, caused the delay for 1 month, until 14 December 2018;</li> <li>- filed 17 April 2019, for further and better particulars of the Respondents' Statement of Claim, which was refused, caused the delay for 5 years, until 8 May 2024,<sup>35</sup> and the loss of trial days scheduled for the week commencing 23 September 2019. A copy of the Ruling dated 8 May 2023 is now produced and shown to me, marked as 'Exhibit 7'.</li> </ul> |
| <p>"18. At the start of Action. 1620, the Starostenkos were represented by counsel, however, they now appear in the Consolidated Action as pro se</p> | <p>(18) —</p> <p>It was Mr. Mackay,<sup>36</sup> who committed a felony while acting on</p>   |

<sup>34</sup> Please see — the Supreme Court Ruling dated 5 March 2019, at the Conclusion:

*"In all the circumstance therefore I will defer from granting the relief sought by UBS at this time. I will however, revisit the issue if the trial does not proceed as scheduled in September [2019]. I make no order as to costs."* (Ellipsis, underline added, some cites omitted)

<sup>35</sup> Please see — the Supreme Court Ruling dated 8 May 2023, which reads at paragraph 32:

*"32. The delay caused thereby has deprived the Plaintiffs [Appellants] of a trial date and to make an order in the Defendant's favour would only further delay the trial. The Court will in no way intervene causing the Plaintiffs further expense and inconvenience. In all, the Plaintiffs have already been prejudiced by the [UBS (Bahamas) Ltd.] application and the time it has taken to have the matter finally determined."* (Square brackets, underline added, some cites omitted)

<sup>36</sup> See the Judgment of the Privy Council given on 3 April 2017 in *Junkanoo Estate Ltd and others (Appellants) v UBS Bahamas Ltd (In Voluntary Liquidation) (Respondent) (Bahamas) [2017] UKPC 8*, Privy Council Appeal No. 0052 of 2016, which reads at paragraph 4 in part:

*"4. . . . Counsel for the defendants had by mistake put the hearing into his diary for 25 March, as a result of which Mr and Mrs Starostenko were not present and Counsel was not properly prepared."* (Some cites omitted, bold, underline and ellipsis added)

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| <p>litigants.”</p>   | <p>behalf of the Respondents, alleging in the Statement of Claim<sup>37</sup> that:</p> <p><i>“637.2. . . . the [S]ummary [J]udgment [O]rder made during [the] hearing on 23 March 2015 was . . . a judgment acknowledged by former Counsel for the Plaintiffs (then Defendants) Mr Charles Mackay committing wilful and corrupt perjury contrary to section 430 of the Penal Code of the Bahamas, which reads: “Whoever acknowledges or consents to any judgment or confession of a cause of action, or acknowledges any deed to be enrolled or registered, or enters into any recognisance or bail (whether the same to be filed or not), in the name of any other person without his consent, is guilty of felony.”” (Some cites omitted, bold and ellipsis added)</i></p>   |
| <p>“20. On 20 February 2024, Junkanoo and the Starostenkos purported to amend their Counterclaim in the Consolidated Action by filing a Standard Claim Form, pursuant to the Supreme Court Civil Procedure Rules 2022 (“CPR”), adding Marco Turnquest, UBS AG (A Swiss Broker), Kevin Lee Price, Thibaud Halewyck and George Maillis (“the Added Parties”) as Defendants. The latter three individuals are former employees of UBSBL. The Standard Claim Form is set out at page 420.”</p> | <p>(20) —</p> <p>Lena Bonaby is wrong to assert that “Junkanoo and the Starostenkos purported to amend their Counterclaim in the Consolidated Action by filing a Standard Claim Form” because, in fact, on <b>21 February 2024</b>, Action <b>0229</b> was validly amended by adding new defendants to the proceedings under CPR Rules <b>19.2(1)</b> and <b>19.2(2)</b>, which read:</p> <p><i>“(1) A claimant may add a new defendant to the proceedings without permission at any time before the case management conference.</i></p> <p><i>(2) The claimant does so by filing at the court office an amended claim form and statement of claim and Parts 5, 7, 9, 10 and 12 apply to the amended claim for as they do to a claim form.”</i></p> <p>In particular, the Respondents’ “Standard Claim Form (Amended) in Form G3 [“Standard Claim (Amended) in 2014/CLE/GEN/1620”] was issued under <b>CPR Rules 8.1(1)(a)</b> and <b>8.1(5)</b>, dated <b>19 February 2024</b> and e-filed <b>21 February 2024</b> for the case 2015/CLE/GEN/1451, <i>Junkanoo Estates Ltd et al. v. UBS (BAHAMAS) LTD (IN VOLUNTARY LIQUIDATION) et al.</i>, and the Statement of Claim, filed <b>14 November 2017</b>” and “the Defendant UBS AG (A SWISS BROKER) has failed to file an acknowledgement of service, and the time period for filing an acknowledgement of service under <b>CPR Rules 9.3</b> and <b>8.22(1)(a)</b> has expired on <b>14 March 2024</b>”.<sup>38</sup> (Some cites omitted, square brackets added) A copy of the Affidavit, filed <b>17 April 2024</b>, is now produced and shown to</p> |

<sup>37</sup> See the Respondents’ Statement of Claim at paragraph **637.2**.

<sup>38</sup> See the Affidavit, filed **17 April 2024**, at pages **1** and **2**.

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|   | me, marked as ‘Exhibit 14’.  |
| <p>“21. Notwithstanding having filed a Standard Claim form, Junkanoo and the Starostenkos have not amended their Statement of Claim to make any specific claims against the Added Parties. The Added Parties are therefore prejudiced in advancing a defence to the claim, as it is unknown what is being alleged against them.”</p> <p>The same kind of unsubstantiated assertions or speculations were offered in paragraphs 22 through 27 of the Lena Bonaby Affidavit, as follows.</p> <p>“22. In any event, the purported amendment to include the Added Parties is made 10 years after the cause of action, relied on by Junkanoo and the Starostenkos in their Counterclaim, arose. Given this, any claim against the Added Parties is statute barred and liable to be struck out.”</p> <p>“23. On 28 February 2024, the Starostenkos purported to serve Credit Suisse Nassau Branch (Credit Suisse’), with the Standard Claim Form and Statement of Claim filed in the Consolidated Action, on the basis that Credit Suisse is the Registered Agent for UBS AG (A Swiss Broker).”</p> <p>“24. I am aware that Credit Suisse is the Registered Agent for the company known as ‘UBS AG’, but not for a company called UBS AG (A Swiss Broker). The company profile for UBS AG is set out at page 426.”</p> <p>“25. I am advised by the General Counsel for Credit Suisse that Credit Suisse refused to accept service of the Standard Claim Form and Statement of Claim, as they have no authority to accept service on behalf of UBS AG (A Swiss Broker).”</p> <p>“26. Notwithstanding this, on 17 April 2024, Junkanoe and the Starostenkos</p> | <p>(21), (22) through (27) — The unsubstantiated assertion in paragraph 21 and in paragraphs 22 through 27 of the Lena Bonaby Affidavit is sought to be struck out, pursuant to CPR Rule 30.3(3), because they are irrelevant to the Originating Application and are scandalous or otherwise oppressive matters.</p> <p>Lena Bonaby is wrong to assert that the Added Parties are “prejudiced in advancing a defence to the claim, as it is unknown what is being alleged against them” because, in fact, the Standard Claim (Amended) in 2014/CLE/GEN/1620 reads at page 1 in part:</p> <p><i>“The claimants [Respondents] use a single claim form to include all twelve (12) claims which can be conveniently disposed of in the same proceedings (Rule 8.4 of the CPR) and are making claims against the defendants on the basis of the facts asserted in the Statement of Claim, filed in this action 14 November 2017, so as to make (i) <u>all the defendants aware of what each of them is to defend himself against</u>, and (ii) all the parties to this dispute and are before this Court so that its decision will bind all of them (Rule 19.1 of the CPR), as set out below: [setting out summary of all 12 claims]”</i> (Some cites omitted, square brackets, bold and underline added)</p> <p>Therefore, there was no need to amend the Statement of Claim because it contains sufficient allegations against all the Added Parties.</p> <p>For example, Mr. Marco Turnquest has been added on the basis of facts alleged in the Statement of Claim<sup>39</sup> that:</p> <p><i>“Counsel for UBS, Mr Marco Turnquest, committing wilful and corrupt perjury contrary to section 432 of the Penal Code of the Bahamas, which reads: “Whoever, with intent to defeat, obstruct or pervert the course of justice, or the due execution of the law, or to evade the requirements of the law, or to defraud or injure any person, endeavours to deceive any public officer acting in the execution of any public office or duty, by personation or by any false instrument, document, seal or signature, or by any false statement, whether verbal or in writing, is guilty of a misdemeanour”, repeated the aforesaid fabricated accounts in the course of oral hearing held before</i></p> |

<sup>39</sup> See the Respondents’ Statement of Claim at paragraph 542.



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| <p>purported to enter Judgment against UBS AG (A Swiss Broker) for failure to file an Acknowledgement of Service, in accordance with the CPR. The Judgment in Default is set out at page 427.”</p> <p>“27. This is yet another example of Junkanoo and the Starostenkos abusing the processes of the Court.”</p>   | <p><i>Evans J at the Supreme Court on 23 March 2015.</i>”<br/>(Bold added)</p> <p>Furthermore, Lena Bonaby is wrong to assert in the context of the Originating Application that “<i>any claim against the Added Parties is statute barred</i>” and any other facts related to an application, filed <b>17 April 2024</b>, made by UBS AG for setting aside the Default Judgment against it, which is pending before the Judge in Consolidated Action <b>No. 01620 of 2014 / No. 01451 of 2015</b>, which will consider the issues raised, including service of process, the validity of the allegations and the statute of limitations.</p> |
| <p>“28. On 19 February 2018, the Starostenkos commenced Action CLE/gen/0179 of 2018 (“<b>Action 0179</b>”) in the Supreme Court, against UBSBL’s attorneys, Marco Turnquest and Chizelle Cargill. By this action, the Starostenkos seek damages from Mr Turnquest and Ms Cargill for injury to reputation, financial loss. and aggravated damages, stemming from them acting as attorneys for UBSBL. The Writ of Summons filed by the Starostenkos is set out at page 430.”</p> <p>“29. I am advised by Lennox Paton that Action 0179 remains pending, and the Starostenkos have taken no steps to move the action forward.”</p> | <p><b>(28), (29) —</b></p> <p>To enable the Action <b>0179</b> to be managed in the most convenient and effective manner the Respondents, mindful of the overriding objective, intend to apply to the Judge in Consolidated Action <b>No. 01620 of 2014 / No. 01451 of 2015</b> for consolidation of these Actions.</p>  |
|  | <p><b>(30) through (33) —</b> <i>see responses above</i></p>   |
| <p>“34. On 23 October 2018, the Starostenkos commenced Action CLE/gen/1240 of 2018 (“<b>Action 1240</b>”) in the Supreme Court against UBSBL, Delaney Partners, and the proprietors of a moving and storage business, Mrs Knowles and Mrs Knowles. Through this action, the Starostenkos claim[s] damages for the removal of their personal items from the Lyford Cay Property and the return of these items. The Writ of Summons is set out at page 480.”</p> <p>“35. I, and from time to time, other employees of Delaney Partners, provide back-office support to Mr Delaney KC. UBSBL engaged the</p>                        | <p><b>(34) through (36) —</b></p> <p>On <b>24 November 2023</b>, by Order of the Court in Action <b>1240</b> Final Judgment was entered against MIQUEL KNOWLES in the amount of Eighty Nine Thousand Seven Hundred Twenty Three Dollars (<b>\$89,723.00</b>), together with interest, equating to Fifteen Dollars Thirty Six Cents (<b>\$15.36</b>) per day until payment in full, to be paid to Yuri Starostenko and Irina Tsareva. A copy of the Order dated <b>24 November 2023</b> is now produced and shown to me, marked as ‘<b>Exhibit 15</b>’.</p>   |

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| <p>services of Mrs Knowles, trading as ‘Moving U Place’, to remove the Starostenkos’ personal items from the Lyford Cay Property and place them into storage, pursuant to UBSBL's order for possession.”</p> <p>“<b>36.</b> As far as I am aware, Action 1240 is still pending before the Supreme Court. The Starostenkos also appear in this action as pro se litigants.”</p>   |  |
|  | <p><b>(37) through (77)</b> — <i>see responses above</i></p>   |
|  | <p><b>(78)</b> — <i>see response above</i></p>   |
| <p>“<b>80.</b> To the best of my knowledge, the Defendants have no assets other than the Lyford Cay Property.”</p> <p>“<b>81.</b> On 30 August 2023, I as an agent of Mr Delaney KC, acting on his instructions, on behalf of UBSBL, engaged the real estate firm of Sotheby's International Realty to carry out an appraisal of the Lyford Cay Property. On 14 September 2023, George Damianos of Sotheby's International Realty produced! an appraisal report (“<b>Appraisal Report</b>”) for the Lyford Cay Property, setting out an appraisal value for the Lyford Cay Property of \$1,014,000 (“<b>the Appraisal Value</b>”). The Appraisal is set out at page 848.”</p> <p>“<b>82.</b> I am advised by Lennox Paton that, as it stands, the Judgment Debt, together with the legal costs claimed by UBSBL, exceeds the appraised value of the Lyford Cay Property.”</p> <p>“<b>83.</b> am further advised by Lennox Paton that the Starostenkos have objected to the Appraisal Report in the Consolidated Action, On 29 September 2023 (“<b>29 September Letter</b>”), the Starostenkos wrote to Mr Darnianos demanding that he withdraw</p> | <p><b>(80) through (85)</b> —</p> <p>On <b>20 September 2023</b>, the Respondents applied to the Supreme Court for cross-examination of Lena Bonaby and striking out the Appraisal made by George Damianos. A copy of the Motion, filed <b>20 September 2023</b>, is now produced and shown to me, marked as ‘<b>Exhibit 3</b>’.</p> |

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| <p>the Appraisal Report and further threatened additional legal proceedings, stating in their letter that:</p> <p style="padding-left: 40px;"><i>“Particularly, be assured that, if any real estate closing for this transaction ever occurs, we will challenge the legitimacy and handling, and we will bring to the attention of the Supreme Court, the Court of Appeal, and the Privy Council.”</i></p> <p>“<b>84.</b> The 29 September Letter is set out at page 865.”</p> <p>“<b>85.</b> I verily believe that UBSBL is unlikely to recover the legal costs awarded to it from the Starostenkos personally, since the Starostenkos have admitted to being indigent and receiving Government social service assistance.”</p> |   |
| <p>“<b>86.</b> I am advised by Lennox Paton that, in 2017, the Starostenkos commenced Action CLE/gen/1327 of 2017 against a Bahamian company called Lucayan Holdings (1995) Ltd and Peter Enns, who had previously did work for Starostenkos at the Lyford Cay Property.”</p> <p>“<b>87.</b> I am unaware of the status of this Action.”</p>   | <p><b>(86), (87) —</b></p> <p>Lena Bonaby is wrong to assert something about which she is unaware since the court can only make a decision based on evidence that the deponent knows about.</p> <p>On <b>14 January 2019</b>, in Action CLE/gen/1327 of 2017 Judgment in default of defence was entered against the Defendants LUCAYAN HOLDINGS (1995) LTD and PETER ENNS that they, jointly and severally, do pay Yuri Starostenko and Irina Tsareva the sum of <b>\$89,131.38</b>. A copy of the Judgment in Default dated <b>14 January 2019</b> is now produced and shown to me, marked as ‘<b>Exhibit 16</b>’.</p> |
| <p>“<b>99.</b> In addition to the vexatious legal proceedings commenced by the Starostenkos in The Bahamas, Junkanoo and the Starostenkos have also issued a Statutory Demand against UBSBL for a debt which they claim to be owed, brought an action against UBSBL in the State of New York in the United States, and have engaged in a</p>   | <p><b>(99) through (103) —</b></p> <p>Lena Bonaby is wrong to assert that “<i>Junkanoo issued a Statutory Demand to UBSBL, demanding payment in the sum of \$526,323.49, which it claimed UBSBL owes to it as result of the mortgage relationship</i>”, because, in fact UBS owed money stand to the Junkanoo’s credit at its account with UBS in the bank-current account holder-relationship, as follows.</p> <p>On <b>26 April 2019</b>, Yuri Starostenko on behalf of the Company in</p>  |

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| <p>public smear campaign against UBSBL.”</p> <p>“<b>100.</b> On 26 April 2019, Junkanoo issued a Statutory Demand to UBSBL, demanding payment in the sum of \$526,323.49, which it claimed UBSBL owes to it as result of the mortgage relationship. Junkanoo demanded repayment within 21 days from the date of service of the Statutory Demand, failing which it threatened to present a winding up petition to the Court to wind up UBSBL. The Statutory Demand is set out at page 902.</p> <p><b>101.</b> On 17 May 2019, UBSBL was forced to commence Supreme Court Action COM/bnk/00039 of 2019 ("Action 00039") to have the Statutory Demand set aside. The Petition filed by UBSBL its set out at page 904.</p> <p><b>102.</b> Junkanoo has filed a Cross-Petition in Action 00039, seeking to wind up UBSBL and remove its liquidators. The Cross-Petition filed by Junkanoo is set out at page 911.</p> <p><b>103.</b> In UBSBL's view this Cross-Petition is unlikely to succeed and is vexatious, as UBSBL has been in voluntary liquidation since 2015 and there is no basis for the removal of the UBSBL's Liquidator.”</p> | <p>his capacity as a director served on UBS a statutory demand for payment of US\$526,323.49.</p> <p>On <b>17 May 2019</b>, UBS filed a Petition in Action <b>COM/bnk/No. 00039 of 2019</b> to set aside Junkanoo’s statutory demand pursuant to Section <b>189(2)</b> of the Act on the ground “<i>that a substantial injustice would be caused if the Statutory Demand is not set aside.</i>”</p> <p>On <b>21 May 2019</b>, Junkanoo filed a Cross-Petition (by way of Originating Application pursuant to ORDER 3, Companies Liquidation Rules, 2012) (“Cross-Petition”) in Action <b>COM/bnk/No. 00039 of 2019</b>, seeking, <i>inter alia</i>, that UBS be wound up by or its liquidation be subject to the supervision of the Court.</p> <p>On <b>28 June 2024</b>, UBS served the Statutory Demand under Section 94 of the IBC Act on Junkanoo at its registered office in New Providence, which called for the Company to pay the sum of <b>\$1,493,661.65</b>, which it claims is duly owed to the Respondent.</p> <p>The Statutory Demand specified that if the sum of <b>\$1,493,661.65</b> was not paid by Junkanoo to UBS within <b>21</b> days of the date upon which the demand was served (or within <b>19 July 2024</b>), Junkanoo would be deemed to be insolvent and a winding-up petition might be presented against Junkanoo.</p> <p>The UBS’ Statutory Demand has been raised by UBS without any reasonable ground and is an abuse of the Court’s process, and Junkanoo has numerous grounds for setting aside the same under Section <b>189(1)</b> of the Act as stated in its Petition to set aside the Statutory demand, which pursuant to Section 189(1) of the Companies Act the Supreme Court shall set aside. A copy of the Petition, filed <b>18 July 2024</b>, is now produced and shown to me, marked as ‘<b>Exhibit 17</b>’.</p> |
| <p>“<b>104.</b> In 2020, the — Starostenkos commenced Action 1 9-cv-09903_KPF (UBS-AMERICAS.FID83984), against UBS AG, in the United States District Court of Southern District of New York ("New York Action"). UBSBL was later added as a party to the New York Action. In the New York Action, the Starostenkos alleged that UBSBL, aided by UBS AG, violated securities exchange laws by engaging in</p>   | <p><b>(104) through (115)</b> — The unsubstantiated assertions in paragraphs <b>104</b> through <b>115</b> of the Lena Bonaby Affidavit are sought to be struck out, pursuant to CPR Rule <b>30.3(3)</b>, because they are irrelevant to the Originating Application and are scandalous or otherwise oppressive matters.</p> <p>Lena Bonaby is wrong to assert in the context of the Originating Application that “<i>Starostenkos commenced Action 1 9-cv-09903_KPF (UBS-AMERICAS.FID83984), against UBS AG, in the United States District Court of Southern District of New York</i>”, because it appears that the Supreme Court has no jurisdiction to consider matters unrelated to the “<i>vexatious legal proceedings whether in the [Supreme] Court or in any inferior</i></p>   |

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| <p>a fraudulent scheme to conceal securities transactions and to manipulate bank balances, and therefore the Starostenkos requested that the court make an order confirming the same. The Summons filed by the Starostenkos in the New York Action is set out at page 933.”</p> <p>The same kind of unsubstantiated assertions or speculations were offered in paragraphs 105 through 115 of the Lena Bonaby Affidavit.</p>  | <p>court” under Section 29 of the Supreme Court Act.<sup>40</sup> (Square brackets added)</p> <p>However, the United States District Court of Southern District of New York is not an inferior court to the Supreme Court, as it is a federal court of the United States.</p> <p>Furthermore, Lena Bonaby is wrong to assert anything related to the New York Action also because no court in the United States has ever found that Yuri Starostenko and Irina Tsareva have ever “without any reasonable ground instituted vexatious legal proceedings whether in the [Bahamas Supreme] Court or in any inferior court” within the meaning of Section 29 of the Supreme Court Act.<sup>41</sup> (Square brackets added)</p>   |
| <p>"116. Additionally, via their website <a href="https://letsmaketheworldfairer.org">https://letsmaketheworldfairer.org</a>, the Starostenkos have engaged in a Public (international) Campaign to disparage UBSBL and to disparage, denigrate and/or undermine the legitimacy of the Judiciary of The Bahamas. The Starostenkos frequently post articles to this website, outlining the progression of their actions in the Supreme Court, Court of Appeal and the Privy Council, with deliberate misstatements/prevarications and vitriolic criticisms of UBSBL, its attorneys and The Bahamas’ Judiciary. The article posted to <a href="https://letsmaketheworldfairer.org">letsmaketheworldfairer.org</a> titled “Full story UBS and Credit Suisse's dishonest trading” is set Out at page 988. The article posted to <a href="https://letsmaketheworldfairer.org">letsmaketheworldfairer.org</a> titled</p> | <p>(116), (117) — The unsubstantiated assertions in paragraphs 116 and 117 of the Lena Bonaby Affidavit are sought to be struck out, pursuant to CPR Rule 30.3(3), because they are irrelevant to the Originating Application and are scandalous or otherwise oppressive matters for the reasons, as follows.</p> <p><u>“The proceedings of our Courts may be freely and fully reported.”</u> Bahamas Law Reports/2002/Kohlrautz v. Kohlrautz and others - [2002] BHS J. No. 159</p> <p>Lena Bonaby Affidavit in the raragraph 116 represents another baseless attack and is self-exposing. It's an attempt to suppress the fundamental freedoms guaranteed by modern society since the 1215 Magna Carta.</p> <p>Our website <a href="https://letsmaketheworldfairer.org">letsmaketheworldfairer.org</a> was started soon after eviction in March 2018. The first article gained popularity when Chizelle Cargill, the second lawyer acting for UBS together with Marco Turnquest, blackmailed us and prevented from recovering our belongings - we were evicted in two hours form the home we live in frontend years, with the premise to be able to come in the</p> |

<sup>40</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

*“29. (1) If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .”* (Some cites omitted, underline and ellipsis added)

<sup>41</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

*“29. (1) If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .”* (Some cites omitted, underline and ellipsis added)

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| <p>"Securities Fraud Bahamas: banks UBS, Credit Suisse/ New UBS blackmail" is set out at page 996."</p> <p>"117. The Starostenkos continued their above-mentioned attacks with appearances on a local radio talk shows ``Freedom March'', broadcasted on 103.5 The Beat, and "Real Talk with Gregory Collie and Martin Albury" broadcasted on Global Radio 99.5. I am informed by UBSBL's attorneys that during these appearances the Starostenkos and/or talk show hosts discussed the ongoing litigation between the Starostenkos and UBSBL and made baseless accusations against UBSBL as it relates to the Mortgage relationship. On 20 September 2021, on UBSBL's instructions, Lennox Paton wrote to Verizon Media Group Limited, the owner of 103.5 The Beat, and demanded that the host of Freedom March refrain from making any libellous comments regarding UBSBL, whether concerning the Starostenkos litigation or otherwise. The letter to Verizon Media Group is set out at page 999."</p> | <p>morning and to collect what we need. It never happened.</p> <p>The website name was given by our son, who was only 16 years old then, and yet had to organise the human wall with his four brothers aged 14-8, while I was calling the Court of Appeal, begging for a date of the promised hearing as to the stay of execution of the Possession Order.</p> <p>As for today, our website has been visited more than 16,000 times in more than 90 countries.</p> <p>If UBS or Ms. Bonaby were to disagree with any content of the articles, they are certainly aware, being trained lawyers, that they should have written to us and, if not satisfied, filed a defamation action in the Supreme Court (of course, she has no basis for one).</p> <p>After eight years of the website gaining popularity without ever being promoted, the Bonaby Affidavit inexplicably accuses us of something unspecified and never raised by anyone.</p> <p>I bring to the attention of the learned reader that the declaration in paragraph 116 is a blatant insult to all the principles of democracy and civilised society that we have built together. These principles include, firstly, freedom of speech, and secondly, the danger of false accusations, intentionally made by Lena Bonaby.</p> <p>Lena Bonaby Affidavit in 117 paragraph is self-exposing, like the others.</p> <p>Namely, Lena Bonaby admits that either she, acting alone as a UBS employee (since she is UBS), or following UBS's attorney's directions, has committed the major offence of depriving Starostenko from exposing their case to public attention and sending threatening letters to local media owned by US companies, Verizon in this case.</p> |
| <p>"118. I am advised by Lennox Paton that, on 29 September 2022, the Starostenkos made a complaint to the Judicial and Legal Service Commission ("JLSC") of The Bahamas, reporting alleged misconduct by judicial or legal officers of the Court of Appeal. By this complaint, the Starostenkos alleged that the Court of Appeal dismissed their Notice of Motion, filed on i) February 2018 ("the Notice of Motion"), without allowing them to be heard. However, as set out above the Court of Appeal, by</p>   | <p>(118), (119) — The unsubstantiated assertions in paragraphs 118 and 119 of the Lena Bonaby Affidavit are sought to be struck out, pursuant to CPR Rule 30.3(3), because they are irrelevant to the Originating Application and are scandalous or otherwise oppressive matters.</p> <p>Lena Bonaby is wrong to assert in the context of the Originating Application that "<i>Starostenkos made a complaint to the Judicial and Legal Service Commission ("JLSC") of The Bahamas, reporting alleged misconduct by judicial or legal officers of the Court of Appeal</i>", because it appears that the Supreme Court has no jurisdiction to consider matters unrelated to the "<i>vexatious legal proceedings whether in the [Supreme] Court or in any</i></p>   |

|   |   |
|---|---|
| <p>its 26<sup>th</sup> October Ruling, declined jurisdiction to reopen Civil Appeal No 24 to hear any further applications, including the Notice of Motion, determining that this was not an appropriate case to do so.”</p> <p>“119. I am advised by Lennox Paton that, also on 29 September 2022, the Starostenkos made a complaint with the JLSC against the Honourable Madam JA Maureen Crane-Scott. The Starostenkos allege that, on the hearing of their application to re-open Appeal No 24, Justice Crane Scott treated them in an “egregious and hostile manner” and inappropriately gave UBSBL an advantage at the hearing. I am advised by Lennox Paton, that persons who were present at the hearing, complained about the Starostenkos, that their allegations against Justice Crane Scott are unfounded.”</p> | <p><i>inferior court</i>” under Section 29 of the Supreme Court Act.<sup>42</sup> (Square brackets added)</p> <p>However, neither the Judicial and Legal Service Commission nor the Court of Appeal are inferior courts to the Supreme Court.</p> <p>Furthermore, Lena Bonaby is wrong to assert anything related to the the Judicial and Legal Service Commission or the Court of Appeal also because no court in The Bahamas has ever found that Yuri Starostenko and Irina Tsareva have ever “<i>without any reasonable ground instituted vexatious legal proceedings whether in the [Bahamas Supreme] Court or in any inferior court</i>” within the meaning of Section 29 of the Supreme Court Act.<sup>43</sup></p> |
| <p>"120. Irina Starostenko is an Italian citizen, born in the USSR. Yuri Starostenko is also an Italian citizen believed to be [in] born in Russia. The Starostenkos were granted Permanent Residency in The Bahamas on 01 July 2010, without the right to work. The Certificate of Permanent Residency is set out at page 1001.</p> <p>121. Since being granted Permanent Residency, however, the Starostenkos have lost possession of the Lyford Cay Property and have been the subject of</p>  | <p><b>(120) through (124)</b> — The unsubstantiated assertions in paragraphs 116 and 117 of the Lena Bonaby Affidavit are sought to be struck out, pursuant to CPR Rule 30.3(3), because they are irrelevant to the Originating Application and are scandalous or otherwise oppressive matters for the reasons, as follows.</p> <p>It is difficult to determine which law or accusations Bonaby's 120-122th paragraph references.</p> <p>The permanent residency status was obtained legally and is permanent.</p> <p>The amount of the monthly food assistance from Social Services is</p>   |

<sup>42</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

*“29. (1) If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .”* (Some cites omitted, underline and ellipsis added)

<sup>43</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

*“29. (1) If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .”* (Some cites omitted, underline and ellipsis added)

|  |   |
|--|---|
| <p>the Summary Judgment Order requiring them to pay the Judgement Debt, as well as numerous cost orders.</p> <p><b>122.</b> I am advised by Lennox Paton that the Starostenkos have admitted to being indigent and to consistently receiving food coupons through the Department of Social Service for themselves and their five children. The Food Assistance Programme Contract between Irina Tsareva Starostenko and the Department of Social Services is set out at page 1002.”</p> <p>“<b>123.</b> I am further advised by Leanox Paton that the Starostenkos have claimed, on numerous occasions, that they are “roofless”, relying on the kindness of strangers for a place to live.</p> <p><b>124.</b> As of the date of this Affidavit, the Starostenkos’ residency status in The Bahamas is unknown.</p> | <p>insufficient for even food costs without the generosity of our Bahamian and international supporters who believe in justice.</p> <p>It is unclear what the intent of Lena Bonaby's 123 paragraph is, other than an admission that UBS knowingly and intentionally:</p> <ul style="list-style-type: none"> <li>- left six innocent children homeless by violating its own court-ordered undertaking (Supreme Court of the Bahamas ruling of December 21, 2017);</li> <li>- UBS is fully aware of having created an intolerable financial hardship for the Starostenkos and is attempting to exploit this situation as a weapon.</li> </ul> <p>This is false and represents an insult to the law.</p> <p>This makes an immediate cross-examination of Lena Bonaby even more necessary so she can express herself. Considering she is an attorney, partner in the UBS liquidators firms, who thought to attack on the Starostenkos' permanent residency status.</p> |
| <p>“<b>125.</b> As outlined above, the First Defendant, and in particular the Starostenkos, have relentlessly commenced frivolous and vexatious legal proceedings in The Bahamas and abroad, without any reasonable basis for doing so. For this reason, we ask that this Honourable Court declare the Defendants to be prohibited from instituting any legal proceedings, without the leave of a Judge, in any Court in the Commonwealth of The Bahamas and a further order that all existing legal proceedings instituted by the Defendants not be continued, without the leave of the Court or a Judge.”</p>  | <p><b>(125)</b> — The unsubstantiated assertions in paragraph <b>125</b> of the Lena Bonaby Affidavit are sought to be struck out, pursuant to CPR Rule <b>30.3(3)</b>, because they are scandalous or otherwise oppressive matters for the reasons stated above.</p> <p>Lena Bonaby is wrong to assert that the Respondents “<i>have relentlessly commenced frivolous and vexatious legal proceedings in The Bahamas and abroad, without any reasonable basis for doing so</i>”, because she offered no evidence supporting this bald assertion and because because no court in this or any other jurisdiction has ever found that the Respondents have ever “<i>without any reasonable ground instituted vexatious legal proceedings whether in the [Bahamas Supreme] Court or in any inferior court</i>” within the meaning of Section <b>29</b> of the Supreme Court Act.<sup>44</sup> (Square brackets added)</p>  |

<sup>44</sup> See subsection (1) of Section 29 of the Supreme Court Act, 1996, which reads in part:

*“29. (1) If, on an application made by the Attorney General under this section, the Court is satisfied that any person has habitually and persistently and without any reasonable ground instituted vexatious legal proceedings whether in the Court or in any inferior court . . . the Court may, after hearing that person or giving him an opportunity to be heard, order . . .”* (Some cites omitted, underline and ellipsis added)



**The Belief**


I believe that the ends of justice would be served by the entry of a default judgment against the Defendant UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION), together with imposing interest and fixed costs.

**The Jurat**

I depose hereto on the basis of my personal knowledge of the matters referred to and I declare that, unless otherwise stated, the content thereof is, to the best of my knowledge, information and belief, true and correct.

SWORN TO at New Providence, The Bahamas)

THIS 1<sup>st</sup> day of August, 2024)

  
BEFORE ME  
NOTARY PUBLIC

**DESIGNATED CLERK**  
OF THE  
SUPREME COURT  
COMMONWEALTH OF THE BAHAMAS

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Claim No. 00496 of 2024

**IN THE MATTER OF the Supreme Court Act Chapter 53**

**AND IN THE MATTER** of an Application by the **ATTORNEY GENERAL** for an Order that no legal proceedings shall, without leave of a Judge, be instituted the Respondents in any court and that any legal proceedings instituted by the Respondents before the making of the order shall not be continued by the Respondents without such leave, and such leave shall not be given unless a Judge is satisfied that the proceedings are not an abuse of the process of the Court and that there is a prima facie ground for the proceedings.

**BETWEEN**

|   |                           |
|---|---------------------------|
| <b>THE ATTORNEY GENERAL OF THE COMMONWEALTH OF THE BAHAMAS,</b> | <b>Claimant,</b>          |
| <b>AND</b>  |                           |
| <b>JUNKANOO ESTATES LTD,</b>                                    | <b>First Respondent,</b>  |
| <b>AND</b>  |                           |
| <b>YURI STAROSTENKO,</b>  | <b>Second Respondent,</b> |
| <b>AND</b>  |                           |
| <b>IRINA STAROSTENKO,</b>                                       | <b>Third Respondent.</b>  |

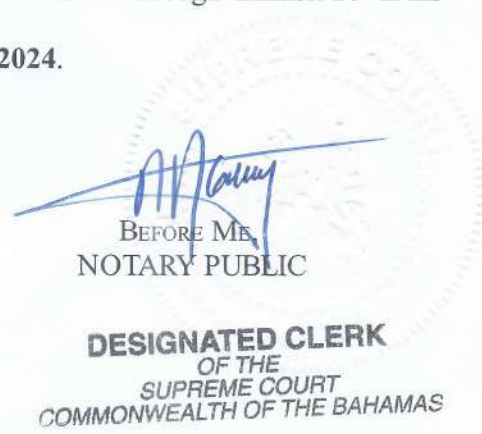
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**CERTIFICATE**

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I hereby certify that the exhibits referred to and marked as 'Exhibit 1' through 'Exhibit 10' in this Affidavit are sworn herein.

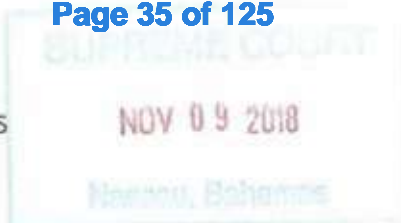
THIS 1<sup>st</sup> day of August, 2024.



BEFORE ME  
NOTARY PUBLIC

**DESIGNATED CLERK  
OF THE  
SUPREME COURT  
COMMONWEALTH OF THE BAHAMAS**

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE



2015/CLE/gen/No.01451  
2014/CLE/gen/No.01620

BETWEEN

JUNKANOO ESTATES LTD

First Plaintiff

YURI STAROSTENKO

Second Plaintiff

IRINA STAROSTENKO

Third Plaintiff

AND

UBS (Bahamas) LTD (In Voluntary Liquidation)

Defendant

(Actions and Counterclaims consolidated by Order of the Judge dated 4 November 2015)

EX-PARTE SUMMONS - ORDER 52 COMMITTAL (R.S.C. 1978)

LET THE PLAINTIFFS attend before the Honorable Mr. Justice Ian Winder, a Judge of the Supreme Court, at third floor of Ansbacher Building, Nassau, New Providence, The Bahamas on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_ in the \_\_\_\_\_ noon as the Second and Third Defendants acting in person can be heard on the hearing of an application for leave to make an application to the Supreme Court pursuant to Order 52 rule 2 of the Rules of the Supreme Court (R.S.C. 1978) for an order of committal against:

- Lena Bonaby, an Associate at the law firm Delaney Partners;
- the joint voluntary liquidators of the Defendant in the above-named action.

AND FURTHER NOTE that the mandatory requirements under Order 52, rule 2 are complied with, namely this application is supported by a statement setting out the name and description of the applicant, the name, description and address of the person sought to be committed and the grounds on which his committal is sought, and by an affidavit verifying the facts relied on.

DATED this 9th day of November 2018.

REGISTRAR

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

BETWEEN

JUNKANOO ESTATES LTD

First Plaintiff

YURI STAROSTENKO

Second Plaintiff

IRINA STAROSTENKO

Third Plaintiff

AND

UBS (Bahamas) LTD (In Voluntary Liquidation)

Defendant

(Actions and Counterclaims consolidated by Order of the Judge dated 4  
November 2015)

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EX-PARTE SUMMONS - ORDER 52 COMMITTAL (R.S.C.  
1978)

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2014/CLE/gen/No.01620

2015/CLE/gen/No.01451

STAROSTENKO

Roofless since 27th February 2018

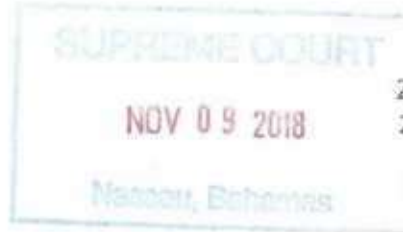
New Providence, The Bahamas

Cells: 817-4372, 558-1158

*Second and Third Plaintiffs Pro Se*

*On behalf of the Plaintiffs*

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE



2015/CLE/gen/No.01451  
2014/CLE/gen/No.01620

BETWEEN

JUNKANOO ESTATES LTD

First Plaintiff

YURI STAROSTENKO

Second Plaintiff

IRINA STAROSTENKO

Third Plaintiff

AND

UBS (Bahamas) LTD (In Voluntary Liquidation)

Defendant

[Actions and Counterclaims consolidated by Order of the Judge dated 4 November 2015]

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STATEMENT - ORDER 52 COMMITTAL (R.S.C. 1978)

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1. I, Yuri Starostenko, of the Western District of the New Providence Island, one of the Islands of The Commonwealth of the Bahamas, the Second Plaintiff in the above-named action Pro Se, on behalf of the Plaintiffs, submit this Statement to assist this Honorable Court in the exercise of its powers under Order 52 of the Supreme Court Rules setting out:
  - 1.1. names and descriptions of applicants and persons sought to be committed;
  - 1.2. the offence against the Act to establish a Code of crimes punishable on indictment, and of certain similar and other offences punishable on summary conviction, commenced 1 January 1927, which is hereinafter referred to as "the Penal Code" punishable as perjury or as subornation of perjury;
  - 1.3. the breach of undertaking given to this Honorable Court;
  - 1.4. the grounds on which the application for committal of these persons is sought.
2. The application for committal is of considerable significance both to the public interest in the prosecution of crime, competing and conflicting public interests, and the illegal or unlawful conduct of the civil proceedings and to the individuals involved.

***Particulars of persons sought to be committed***

3. Lena Bonaby, an Associate at the law firm Delaney Partners, is an agent of the joint voluntary liquidators of UBS (Bahamas) LTD (In Voluntary Liquidation) and a person who was duly authorised by UBS (Bahamas) LTD (In Voluntary Liquidation) to make an Affidavit in support of an

application for leave to market the property belonging to the First Plaintiff.

4. The joint voluntary liquidators of UBS (Bahamas) LTD (In Voluntary Liquidation) are John Delaney, since 1st April 2015, and Prince Rahming, since 7th June 2017.
5. UBS (Bahamas) LTD (In Voluntary Liquidation), in the course of being voluntarily wound up, has breached an implied undertaking given to this Honorable Court which could be enforced by an order of committal against directors of the Defendant whose powers ceased on 1st April 2015 and the Defendant did not approve the continuance of such powers.
6. For the purposes of Section 229 of the Companies Act, 1992, the above-named joint voluntary liquidators are deemed to exercise all powers given by this Act to the official liquidator, and more particularly the power to undertake in the course of any legal proceedings in the name and on behalf of UBS (Bahamas) LTD (In Voluntary Liquidation).

#### **Offence under the Penal Code**

7. Wilful and corrupt perjury on the part of Lena Bonamy contrary to section 426 of the Penal Code, which reads:

*“Whoever fabricates evidence, with intent to defeat, obstruct or pervert the course of justice in any proceeding, shall be liable to the same penalties as if he had committed perjury in that proceeding.”*

8. Perjury within the meaning of section 423 of the Penal Code, which reads:

- (1) *“perjury is an assertion as to a matter of fact, opinion, belief or knowledge made by a witness in a judicial proceeding as part of his evidence, either upon oath or in any form allowed by law to be substituted for an oath, whether such evidence is given in open court or by affidavit or otherwise, such assertion being known to the witness to be false, and being intended by him to mislead the court, jury or persons holding the proceeding;*
- (2) *every person is a witness within the meaning of this Title who actually gives his evidence upon oath or in any such form as aforesaid, whether he was competent to be a witness or not, and whether his evidence was admissible or not;*
- (3) *a person fabricates evidence if he causes any circumstance to exist, or makes any false entry in any book, account or record, or makes any document containing a false statement, or forges any document, with intent to mislead any public officer, judge, magistrate, juror, or member of a tribunal acting in any judicial proceeding;*
- (4) *every proceeding is judicial within the meaning of this Title which is held in, or under, the authority of a court or before any justice of the peace or any arbitrator or umpire, or any person or body of persons authorised by law to make an enquiry and take evidence therein upon oath, or before any person, or body of persons, acting as a court, commission of enquiry*

*or tribunal having power to hold such judicial proceeding or enquiry whether duly constituted or not, and whether such proceeding or enquiry was duly instituted or not so as to authorise the holding of the same, and although the proceeding or enquiry, was held in the wrong place or was otherwise invalid."*

***Breach of undertaking given to the Court***

9. Breach on the part of UBS (Bahamas) LTD (In Voluntary Liquidation) of an implied undertaking given by UBS (Bahamas) LTD (In Voluntary Liquidation) to this Honorable Court in the course of the proceedings, which was to fulfill the possession condition, namely, to *"carryout the necessary repairs/steps to safeguard the value of the premises"* belonging to the First Plaintiff.

***Grounds for committal of Lena Bonamy***

10. The Plaintiffs will rely on the provisions offered by The Penal Code of the Bahamas in Sections 423, 424 and 426 in order to assist this Honorable Court in its course of promotion of the public interest in the prosecution of crime that is unrelated to the conduct of the relevant civil proceedings for the purpose to punishing persons who mislead a Civil Court, and more particularly in this Statement—
  - (a) for making any false statement or false representation punishable under this Code; or
  - (b) for unlawfully, wilfully, falsely, fraudulently, deceitfully, maliciously, or corruptly taking, making, signing, or subscribing any oath, affirmation, solemn declaration, statutory declaration, affidavit, deposition, notice, certificate, or other writing; where it is sufficient to set forth the substance of the offence charged, and before which court or person the offence was committed without setting forth the proceedings or any part of the proceedings in the course of which the offence was committed, and without setting forth the authority of any court or person before whom the offence was committed.
11. In a situation such in this action in the overall public interest if someone who has lied to the Court, or has not provided full and frank information, he should make a full confession and provide full and frank disclosure to the Court, otherwise the Court would report their attempts to mislead the Court and the other parties to the relevant prosecuting authorities.
12. In the circumstances, when the Civil Court has no power similar to that of the criminal Court, or the relevant public authority, to deal with the illegal or unlawful conduct that it is satisfied exists, in such a situation in addition to the public interests that a civil Court should have all relevant information before it and that consideration should be given to punishing persons who mislead a civil Court, the competing public interest relating to the illegal or unlawful conduct arises for consideration (e.g. the prosecution of crime).

13. This is because the only effective course open to the Court to promote the public interest in the prosecution of crime that is unrelated to the conduct of the relevant civil proceedings, is to report the illegal or unlawful conduct to the relevant public authority.

*Ground for committal of the joint voluntary liquidators*

14. The Plaintiffs will rely on the Ruling of then Hon. Mr. Justice Milton Evans dated 21st December 2017 which in the Paragraph 27 reads:

*"27. In these circumstances of this case and for the reason given above I grant leave to the Defendants [the Plaintiffs in this case] to lodge an appeal but I refuse the application for a stay of the Order for possession. This would allow the Plaintiff [the Defendant in this action] if they so desire to take possession and carryout the necessary repairs/steps to safeguard the value of the premises [the property belonging to the First plaintiff in this action]."* (Square brackets added)

Dated this 9th day of November 2018.

Respectfully submitted,

Yuri Starostenko  
Second Plaintiff Pro Se



COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

BETWEEN

JUNKANOO ESTATES LTD

First Plaintiff

YURI STAROSTENKO

Second Plaintiff

IRINA STAROSTENKO

Third Plaintiff

AND

UBS (Bahamas) LTD (In Voluntary Liquidation)

Defendant

(Actions and Counterclaims consolidated by Order of the Judge dated 4  
November 2015)

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STATEMENT - ORDER 52 COMMITTAL (R.S.C. 1978)

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2014/CLE/gen/No.01620

2015/CLE/gen/No.01451

STAROSTENKO

Roofless since 27th February 2018

New Providence, The Bahamas

Cells: 817-4372, 558-1158

*Second and Third Plaintiffs Pro Se*

*On behalf of the Plaintiffs*

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

2015/CLE/gen/No.01451  
2014/CLE/gen/No.01620

BETWEEN

JUNKANOO ESTATES LTD

First Plaintiff

YURI STAROSTENKO

Second Plaintiff

IRINA STAROSTENKO

Third Plaintiff

AND

UBS (Bahamas) LTD (In Voluntary Liquidation)

Defendant

(Actions and Counterclaims consolidated by Order of the Judge dated 4 November 2015)

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SIXTH AFFIDAVIT - OFFENCE UNDER THE PENAL CODE - BREACH OF UNDERTAKING GIVEN TO COURT

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I, Yuri Starostenko, of the Western District of the New Providence Island, one of the Islands of the Commonwealth of The Bahamas, the above-named Second Plaintiff state as follows:

1. I am a material witness on behalf of the Plaintiffs in this case.
2. On 8th November 2018, the Defendant in this action served on the Plaintiffs an affidavit of Lena Bonamy filed with this Honorable Court on 7th November 2018 ("the Affidavit").

**Statements in the Affidavit**

3. In Paragraph 5 of the Affidavit Lena Bonamy states, inter alia:

*"On 27 February 2018 UBS obtain possession of the property known as Jazz House belonging to Junkanoo Estates Ltd ..."*

*"... UBS has sought to put the Property in a marketable state by engaging the services of .... cleaners ..."*

*"... to-date UBS has spent approximately \$35,000.00 on the mentioned expenses to maintain the Property. UBS anticipates spending approximately \$5,000.00 per month going forward on general maintenance of the Property."*

4. In Paragraph 15 of the Affidavit Lena Bonamy states, inter alia:

5. *"..., the offers received were lower than anticipated and the highest offer was too low to satisfy the outstanding liabilities (including the mortgage and interest accrued)[that equal at most \$1,000,000]"* (Square brackets added)

**Evidence of "maintenance"**

6. On 21st August 2018, Miquel Knowles, the proprietor of Moving U Places, a moving company, sent an email timed to 22:53 to irina Tsareva-Starostenko which reads, inter alia:

*"Moving U Places was contracted by Delaney Partners & Co. on (April 27, 2018) to remove all the furniture and personal effect from Jazz House. Upon our initial survey of the job, the home was found in utter disarray, with furniture and clothing, dead rodents and animals running all around the property."*

7. A copy of this email is now produced and shown to me marked "EXH 1".
8. VAT Sales Receipt/Invoice of the New Providence Water Development Company Limited for service from 29th January 2018 to 28th February 2018 shows, inter alia, gallons used 11,480 and the balance of Junkanoo Estates Ltd's indebtedness \$2,130.29. A copy of this VAT Sales Receipt/Invoices is now produced and shown to me marked "EXH 2".
9. VAT Sales Receipt/Invoice of the New Providence Water Development Company Limited for service from 1st October 2018 to 31st October 2018 shows, inter alia, no gallons used and the same balance \$2,130.29, as it was on 28th February 2018. A copy of this VAT Sales Receipt/Invoices is now produced and shown to me marked "EXH 3".

**Offence under the Penal Code**

10. An independent observer would be satisfied beyond any reasonable doubt that UBS, at least in the period 27th February 2018 to 27th April 2018, did not engage the services of cleaners and did not spend approximately \$5,000.00 per month on general maintenance of the Property.
11. Thus, the above-named evidence establishes that Lena Bonamy fabricated evidence, with intent to defeat, obstruct or pervert the course of justice in the proceeding of this Honorable Court if she had committed perjury in that proceeding by stating that:

*"... UBS has sought to put the Property in a marketable state by engaging the services of ..., cleaners ..."*

*"... to-date UBS has spent approximately \$35,000.00 on the mentioned expenses to maintain the Property. UBS anticipates spending approximately \$5,000.00 per month going forward on general maintenance of the Property."*

**Evidence of undertaking given to the Court**

12. Then Hon. Mr. Justice Milton Evans made the Ruling dated 21st December 2017 which in the Paragraph 27 reads:

*"27. In these circumstances of this case and for the reason given above I grant leave to the Defendants [the Plaintiffs in this case] to lodge an appeal but I refuse the application for a stay of the Order for possession. This would allow the Plaintiff [the Defendant in this action] if they*

*so desire to take possession and carryout the necessary repairs/steps to safeguard the value of the premises* [the property belonging to the First plaintiff in this action].” (Square brackets added)

13. It was an implied undertaking given by the Defendant’s attorneys having a full effect on the Defendant as the party giving the undertaking who has made an implied statement to the effect that it understands the terms of the undertaking and the consequences of failure to comply with it.
14. This undertaking given to this Honorable Court has the same force as a judgment or order and a breach will be a contempt and enforceable in the same way notwithstanding that the Ruling dated 21st December 2017 does not contain a penal notice.
15. The terms of the undertaking are not wider than any order which this Honorable Court has power to make.

***Evidence of value of the premises***

16. The property known as Jazz House belonging to Junkanoo Estates Ltd was appraised by UBS in 2012 as having a value of \$2,800,000.
17. Since then it has been increasing in value year by year due to the enhancements carried out in the community of Lyford Cay.
18. On 26th December 2017, the property was appraised by a certified surveyor as having Fair Market Value of \$3,684,000 and this appraisal report had been added to the evidence filed with this Honorable Court.

***Breach of undertaking given to the Court***

19. An independent observer would be satisfied beyond any reasonable doubt that the defendant did not carryout the necessary repairs/steps to safeguard the value of the premises known as Jazz House belonging to Junkanoo Estates Ltd.
20. Thus, the above-named evidence establishes disobedience by contempt of court proceedings on the part of the Defendant.
21. Breach of an undertaking to the court is a contempt and an abuse of process regardless of the intentions of the Defendant, the contemnor, who is ignorant as to the effect of an implied undertaking given by its attorneys.

***Assistance in the breach of undertaking***

22. Lena Bonamy by fabricating evidence, with intent to defeat, obstruct or pervert the course of justice in the proceeding of this Honorable Court assisted in the breach of the Defendant of the undertaking to the Court and that assistance is a criminal contempt.

*Conclusion*

23. Thus, the above-named evidence establishes both the offence on the part of Lena Bonamy and the breach of undertaking to this Honorable Court on the part of UBS (Bahamas) LTD (In Voluntary Liquidation).

Unless otherwise stated the contents of this affidavit are stated from my own knowledge.

I believe that facts stated in this affidavit are true.

*sworn*  
*Affirmed*  
SWORN to at New Providence, The Bahamas)

This 9<sup>th</sup> day of November, A.D., 2018) *[Signature]*

*[Signature]*  
DESIGNATED CLERK  
OF THE  
SUPREME COURT  
COMMONWEALTH OF THE BAHAMAS

Before Me,  
NOTARY PUBLIC

2024/CLE/GEN/00496

Page 46 of 125

2024-08-02

and still have not been heard by the Court of Appeal since 15 February 2018  
New Providence, The Bahamas

Furniture photos

Living room - piano and two sofas, round table, mirror. [https://photos.google.com/share/AF1QipMbT\\_GGf7khF4hjWmDstzblTzmoSOKZunlvOWDeuE1QjyhSjRbzV4CQmy40EVtow?key=MHZ4RllDcGswX052R3FENi02LUctT0FsaGtaQk13](https://photos.google.com/share/AF1QipMbT_GGf7khF4hjWmDstzblTzmoSOKZunlvOWDeuE1QjyhSjRbzV4CQmy40EVtow?key=MHZ4RllDcGswX052R3FENi02LUctT0FsaGtaQk13)

Moving U Places <movinguplaces@gmail.com>

21 августа 2018 г., 22:53

Komy: Ira Staro <irastaro@gmail.com>

Mr. & Mrs. Starostenko,

In response to your last email, you are still not appreciating or acknowledging the underlying factor of this situation. Which is the fact that you fail to make any payments, for the storage of your furniture and personal effects, since (June 5, 2018)

Moving U Places cannot be held responsible, for any of the reported missing items, with the exception of the refrigerator, which was never actually missing, and you are quite aware of what happened to it. As it relates to the other items, Moving U Places was contracted by Delaney Partners & Co. on (April 27, 2018) to remove all the furniture and personal effect from Jazz house. Upon our initial survey of the job, the home was found in utter disarray, with furniture and clothing, dead rodents and animals running all around the property. There was also a young man on the premises, as "security" which may suggest, that unauthorized persons were accessing the property.

With that being said, at no point during the packing process, was the snorkeling equipment that you claim were in the guest cottage, ever seen. Moving U Places packed ALL the items that were left on the premises, in the presence of representatives from Delaney Partners & Co., who can also confirm that the mentioned items were NOT in the guest house.

It should also noted, that you were duly informed that your belongings were placed in storage at our warehouse on (May 7, 2018). From that time to now, you and your family, along with others persons that you allowed to access your property were at our warehouse, removing and taking items. The staff of Moving U Places was not a part of these processes, and cannot be held responsible for what was removed from storage.

Therefore, at this time, Moving U Places cannot and will not be held responsible for any items that are now just being reported missing. Such matters should have arisen months ago, as you being the owners of the properties, and knowing the circumstances of your eviction, should have carried out due diligence, and inspection of your property to ensure to everything is accounted for, and any discrepancies resolved.

The staff of Moving U Places did our best, going beyond our responsibilities, to accommodate you every time you requested access to the warehouse facilities, most of which times, you never showed up or canceled, last minute after our personnel were already in place.

We at Moving U Places, are sorely disappointed in your actions, as we went above and beyond to assist you, knowing your circumstances, despite of non-payment of fees, we still give you service. Please be reminded

2024/CLE/GEN/00496

Page 46 of 125

2024-08-02



Ira Staro &lt;irastaro@gmail.com&gt;

## Detail Payment Harassment Re: Storage payment and furniture selling

Писем: 5

Ira Staro &lt;irastaro@gmail.com&gt;

19 августа 2018 г., 15:15

Кому: Moving U Places &lt;movinguplaces@gmail.com&gt;

Копия: Marco Turnquest &lt;mturquest@lennoxpaton.com&gt;, Chizelle Cargill &lt;ccargill@lennoxpaton.com&gt;

Dear Mrs. Knowels,

as you well know this is the second notice we receiving from you, after the first one by Whatsapp on August 14, 2018, (not 11) in reply to our demand to help us in finding missing items belonging to our friends from Canada, of high value, which were stored in our guest cottage.

Please note that we never received any notice of removing from you before August 14, 2018.

During the meeting on 15 August 15 with my husband, Yuri Starostenko, you stated that you would like to keep the furniture further, but that landlord of the storehouse said to move it and you are moving your operation from this storage. You repeated this statement in front of our friends Dave and Darel, from Canada, belongings of which are missed during the movement from the Jazzhouse, in Lyford cay to your storage in Bacardi field

We asking you urgently to provide us with the contact details of the landlord.

We regret to receive this unexpected notice. While you well know that

- the whole moving is the part of the operation to harass our family, made unlawfully and against your will and without our permission.
  - we were induced in a relationship with you by UBS, against our will and it was not our choice and we never agreed on any terms or conditions of that relationship
  - we suffered the loss in that item which has to be assessed once we will open all the boxes, which we have no space where to do now, so far we can stay that points below are missed.
- So far the certain losses are:

1. - the brand new refrigerator of 700\$.
2. - our friends brand new snorkeling equipment, living items, dry food, personal belongings
3. - the artworks of our friend and the supplies to work with, in order to create pieces
4. - the whole snorkeling equipment of our family of eight, complete, used, not new but working.

In that, the total value of missing items is much more than the total amount of the storage fees in your invoices.

We always hope in awakening and finding a peaceful solution and inviting you to cooperate and abstain from participating in the malicious prosecution against our family in order to avoid any involvement in litigations in course against UBS Bahamas Ltd (in voluntary liquidation) and their attorneys Marco Turnquest and Ghizelle Cargill personally, here in a copy.

Waiting for the requested information and your comments regarding missed items.

Regards.

*Yuri and Irina Starostenko*

*<https://lets maketheworldfairer.wordpress.com/>*

*+1-242-558-1158 Cell/WhatsApp, email: irastaro@gmail.com*

*Illegally evicted and homeless since 27 February 2018,*

*and still have not been heard by the Court of Appeal since 15 February 2018*

*New Providence, The Bahamas*

2018-08-14 14:18 GMT-04:00 Moving U Places <movinguplaces@gmail.com>:

Mr and Mrs Starostenkos



**NEW PROVIDENCE  
WATER DEVELOPMENT  
COMPANY LIMITED**

WWW.NPDCO.COM  
P.O. BOX N-4820, NASSAU, BAHAMAS  
T (242) 362-4177 | F (242) 362-4981

Page: 1

|   |
|---|
| <b>SERVICE ADDRESS</b>  |
| JUNKANOO ESTATES LTD<br>C/O MR. YURI STAROSTENKO<br>P. O. BOX N-7776 / 440<br>NASSAU, BAHAMAS |

**VAT Sales Receipt/Invoice**

TIN #: 100196184

|                 |                  |
|-----------------|------------------|
| ACCOUNT NUMBER  | 10-0040274       |
| SERVICE FROM    | SERVICE TO       |
| 25-January-2018 | 28-February-2018 |

| DATE  | METER READINGS | DESCRIPTION  | GAL USED | AMOUNT   | VAT AMOUNT @7.5% | BALANCE         |
|---|----------------|--|----------|----------|------------------|-----------------|
|   |                | Balance Forward  |          |          |                  | 2,377.01        |
| 2/8/2018  |                | Payment Ref: CASH  |          | (100.00) |                  | 2,277.01        |
| 2/9/2018  |                | Payment Ref: CASH  |          | (300.00) |                  | 1,977.01        |
| 2/15/2018   |                | Payment Ref: CASH  |          | (100.00) |                  | 1,877.01        |
| 2/21/2018   |                | Payment Ref: CASH  |          | (100.00) |                  | 1,777.01        |
| 2/28/2018   | 0182368-IN     | Reverse Osmosis Water<br>Last Meter Reading : 59550 New Meter Reading: 71030 | 11,480   | 235.34   | 17.65            | 2,030.00        |
| 2/28/2018   | 0183805-IN     | Energy Adjustment Factor   |          | 53.31    | 4.00             | 2,087.31        |
| 2/28/2018   | 0185242-IN     | Water Meter Rental   |          | 13.00    | 0.98             | 2,101.29        |
| 2/28/2018   | 0188116-IN     | LC IMPROVEMENTS<br>Last Meter Reading : 59550 New Meter Reading: 71030       | 11,480   | 26.98    | 2.02             | 2,130.29        |
| 2/28/2018   | FEB0027-FC     | Finance Charge   |          | 0.00     |                  | 2,130.29        |
| <b>PAY THIS AMOUNT BEFORE THE 25TH</b>                                |                |  |          |          |                  | <b>2,130.29</b> |
| <b>PAY THIS AMOUNT AFTER THE 25TH<br/>BALANCE &amp; 1.5% INTEREST</b> |                |  |          |          |                  | <b>2,162.24</b> |

**RETURN THIS STUB WITH YOUR PAYMENT**

|   |
|---|
| <b>SERVICE ADDRESS</b>  |
| JUNKANOO ESTATES LTD<br>C/O MR. YURI STAROSTENKO<br>P. O. BOX N-7776 / 440<br>NASSAU, BAHAMAS |

|             |            |           |
|-------------|------------|-----------|
| ACCOUNT NO. | MONTH/YEAR | TOTAL NET |
| 10-0040274  | 2/2018     | 2,130.29  |

Bills can now be paid via RBC online.  
Reference your account #  
Please add \$1.08 for processing.  
Thank You.





NEW PROVIDENCE  
WATER DEVELOPMENT  
COMPANY LIMITED

WWW.NPDCO.COM  
P.O. BOX N-4820, NASSAU, BAHAMAS  
T (242) 362-4177 | F (242) 362-4981

Page: 1

|   |
|---|
| SERVICE ADDRESS   |
| JUNKANOO ESTATES LTD<br>C/O MR. YURI STAROSTENKO<br>P. O. BOX N-7776 / 440<br>NASSAU, BAHAMAS |

VAT Sales Receipt/Invoice TIN # : 100196184

|                 |                 |
|-----------------|-----------------|
| ACCOUNT NUMBER  | 10-0040274      |
| SERVICE FROM    | SERVICE TO      |
| 01-October-2016 | 31-October-2016 |

| DATE  | METER READINGS | DESCRIPTION     | GAL USED | AMOUNT | VAT AMOUNT @12% | BALANCE  |
|---|----------------|-----------------|----------|--------|-----------------|----------|
|   |                | Balance Forward |          |        |                 | 2,130.29 |
| PAY THIS AMOUNT BEFORE THE 25TH                           |                |                 |          |        |                 | 2,130.29 |
| PAY THIS AMOUNT AFTER THE 25TH<br>BALANCE & 1.5% INTEREST |                |                 |          |        |                 | 2,162.24 |

RETURN THIS STUB WITH YOUR PAYMENT

|   |
|---|
| SERVICE ADDRESS   |
| JUNKANOO ESTATES LTD<br>C/O MR. YURI STAROSTENKO<br>P. O. BOX N-7776 / 440<br>NASSAU, BAHAMAS |

|             |            |           |
|-------------|------------|-----------|
| ACCOUNT NO. | MONTH/YEAR | TOTAL NET |
| 10-0040274  | 10/2016    | 2,130.29  |

Bills can now be paid via RBC online.  
Reference your account #  
Please add \$1.12 for processing.  
Thank You.

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

BETWEEN

JUNKANOO ESTATES LTD

First Plaintiff

YURI STAROSTENKO

Second Plaintiff

IRINA STAROSTENKO

Third Plaintiff

AND

UBS (Bahamas) LTD (In Voluntary Liquidation)

Defendant

(Actions and Counterclaims consolidated by Order of the Judge dated 4 November 2015)

---

SIXTH AFFIDAVIT - OFFENCE UNDER THE PENAL CODE -  
BREACH OF UNDERTAKING GIVEN TO COURT

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2014/CLE/gen/No.01620

2015/CLE/gen/No.01451

STAROSTENKO

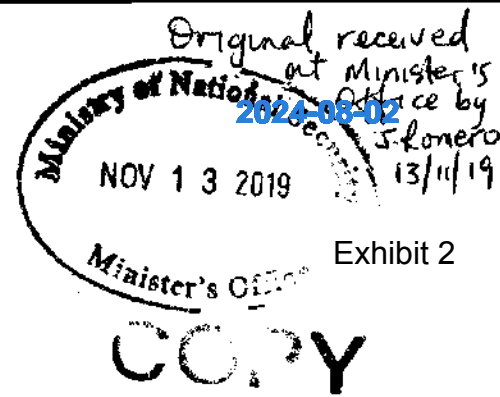
Roofless since 27 February 2018

New Providence, The Bahamas

Cells: 558-1158, 817-4372

*Second and Third Plaintiffs Pro Se*

*On behalf of the Plaintiffs*



Ref: MNS/POL/CON/21/1

**FAO The Hon. Marvin Hanlon Dames  
Minister of National Security  
Ministry of National Security of the Bahamas**

Charlotte House North (1st Floor)  
Shirley and Charlotte Streets  
Nassau, The Bahamas

13th November 2019  
By Hand

**OPEN LETTER**

Dear Sir,

On 20th February 2018, on the presumption that the Ministry of National Security has portfolio responsibility for the public safety of The Bahamas and the security agencies I gave you and the Commissioner of Police

**NOTICE OF POTENTIAL ABUSE BY THE POLICE OF THEIR  
POWERS AND DUTIES**

Despite the above Notice, on 27th February 2018, my wife with 5 minors, having not committed any offence and being within the "castle" lawfully and not in order to escape, had been evicted by the Deputy Provost Marshall of The Bahamas and 5 Police Officers, who without a warrant or an invitation by the householders entered the premises by breaking open the outer door and the use of unreasonable force, having no cause to suspect that any property, for search of which they have gained such entry, has been stolen or unlawfully obtained.

In so doing, these Police Officers instead of being employed in and throughout The Bahamas for the maintenance of law and order and the preservation of peace under Section 4 of the Police Force Act, 2009, were provided for private purposes of an offshore bank in contravention of Subsection 125(1)(k) of the Police Force Act, 2009.

As a result, the state of The Bahamas failed to fulfill a positive obligation to take any measures that it was in its power to take and which were in accordance with the Statute Laws of The Bahamas to secure to the woman with 5 minors the private repose and security, members of the Police Force were interfering in the execution of civil process between subject and subject, acting outside their powers, duties and privileges under Part V of the Police Force Act, 2009 and in violation of legal principles of the common law which values *"the private repose and security of every man in his own house, which it considers as his castle, beyond the civil satisfaction of a creditor."* (Per LORD ELLENBOROUGH in *Burdett v Abbott* (1811) 14 East, 1; 104 ER 501 at pp 154,155).

Additionally, the state of the Bahamas failed to fulfill a positive obligation under Section 4 of the Child Protection Act, 2007, to take the authoritative, economic, judicial or other measures that it was in its power to take with respect to these minors, who were within the jurisdiction of the state of The Bahamas for the purposes of Subsection 3(2) of the Child Protection Act, 2007, the purpose of which *"is to clearly state that in deciding these types of matters whether before a court of law or before any person the child's welfare shall be of paramount consideration."* (per DAME ALLEN, President in *R.B (a juvenile) v. Attorney General* - [2016] 1 BHS J. No. 128) and *"clearly states that the "guiding principle" in subsection (1) is to be applied in every situation where all matters relating to a "child" are under consideration and its application is not limited solely to those matters referenced in subsection 3(1)."* (Per CRANE-SCOTT, Justice of Appeal in *R.B (a juvenile) v. Attorney General* - [2016] 1 BHS J. No. 128)

By virtue of the matters stated above, the State of The Bahamas failed to secure to these minors the rights guaranteed by the Child Protection Act, 2007, Ch. 132 and the Constitution of the Commonwealth of The Bahamas.

With the present, I hereby give you

### **NOTICE OF OBLIGATIONS**

That the matters with which the Ministry of National Security is involved with internationally through State Membership include the United Nations Convention against Transnational Organized Crime adopted by the General Assembly resolution 55/25 of 15th November 2000 and came into force on 29th September 2003 (the "Convention"), which is the main instrument in the fight against transnational organized crime and which determined to deny safe havens to those who engage in transnational organized crime by prosecuting their crimes wherever they occur and called upon all States to recognize the links between transnational organized criminal activities and acts of terrorism.

That The Bahamas as one of the States that ratify this instrument commits itself to taking a series of measures against transnational organized crime, including the creation of domestic criminal offences such as participation in an organized criminal group, money laundering, corruption and obstruction of justice.

That by way of the First Report and the First Letter of Request served on the Anti-Corruption and Financial Crime Unit of the Royal Bahamas Police Force on 14th and 19th November 2018 and the Seventh Complaint served on the Magistrate's Court, I, Yuri Starostenko, made allegations of offences committed by a structured group of three or more persons within UBS AG (a Swiss Bank), existing for a period of time and acting in concert with the aim of committing offences established in accordance with Article 6 of the Convention called

“Criminalization of the laundering of proceeds of crime” in order to obtain, directly or indirectly, a financial or other material benefit.

That by way of the Eight, Ninth and Sixteenth Affidavits filed with the Supreme Court on 22nd and 23rd November 2018 and on 4th January 2019, I, Yuri Starostenko, made allegations of offences committed by a structured group existing for a period of time and acting in concert with the aim of committing offences established in accordance with Article 23 of the Convention called “Criminalization of obstruction of justice” in order to obtain, directly or indirectly, a financial or other material benefit by *“the promise, offering or giving of an undue advantage to the production of evidence in a proceeding in relation to the commission of offences covered by this Convention”*, where the said group is comprised of John Delaney QC, the senior partner of the law firm Delaney Partners and one of the Joint Liquidators of UBS (Bahamas) Ltd, Lena Bonaby, an Associate at the law firm Delaney Partners, and Renate Raeber engaged by the Joint Liquidators of UBS as the Liquidation Consultant.

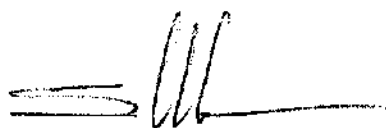
### REQUESTS

Having regard to the deep involvement of John Delaney and Delaney Partners, the firm, in dealings with land and other matters in Lyford Cay, which, historically, was a safe haven and refuge to criminals of all kinds, in particular to those who engage in transnational organized crime and criminal activities, who were free to commit offences or crimes of any nature in their own countries and then come to The Bahamas and say that they did not believe it was a crime at all and act on that sort of belief grounded only in their violent passions and blind prejudices in their own favour,

I hereby respectfully request that the Ministry of National Security exercises the authority delegated by the state of The Bahamas and fulfills a positive obligation under Article 24 of the Convention and take appropriate measures within its means to provide effective protection from potential retaliation for me and my family, as witnesses who are ready to give testimony concerning offences covered by the Convention, even if criminal proceedings have not yet begun, in the context of this case, where in the proceedings of the Supreme Court UBS (Bahamas) Ltd appeared but failed to prove its case, and therefore became non-suited, and in the proceedings of the Court of Appeal, on 5th November 2019, UBS (Bahamas) Ltd lost its application for a stay of our competent Appeal, a backbone of its delaying tactics which serve no useful purpose but are based on technicalities, the only remaining means of criminals within and employed by UBS AG (a Swiss Bank) is deterrence through the threat of retaliation.

Also, I hereby respectfully request that the Ministry of National Security exercises the authority delegated by the state of The Bahamas and fulfills a positive obligation under Article 25 of the Convention and to provide assistance and protection to me and my family, being victims of offences covered by the Convention, in this case of threat of retaliation, provide access to compensation and restitution for victims of offences covered by the Convention and enable our views and concerns, as victims, to be presented and considered at appropriate stages of criminal proceedings against the above-named offenders.

In the meantime, I remain yours faithfully,



---

Yuri Starostenko, *pro se*

817 43 72 cell, email: [irastaro@gmail.com](mailto:irastaro@gmail.com), P.O. Box SS-5800  
New Providence, The Bahamas



Ref: MNS/POL/CON/21/1

**FAO The Hon. Marvin Hanlon Dames  
Minister of National Security  
Ministry of National Security of the Bahamas**

Charlotte House North (1st Floor)  
Shirley and Charlotte Streets  
Nassau, The Bahamas

22nd November 2019  
By Hand

**COPY**

Exhibit 2

**SECOND OPEN LETTER**

Dear Sir,

On 13th November 2019, I wrote an Open Letter to you and gave you a Notice of Obligations on the presumption that the Ministry of National Security is delegated by the state of The Bahamas to be involved through State Membership with the United Nations Convention against Transnational Organized Crime adopted by the General Assembly resolution 55/25 of 15th November 2000 (the "Convention"), which is the main instrument in the fight against transnational organized crime and identified foreign and local offences committed by structured groups of three or more persons.

With the present, I hereby give you

**NOTICE OF AML/CFT DEFICIENCIES**

On October 18, 2019, the Financial Action Task Force (FATF) in a document entitled "Improving Global AML/CFT Compliance: On-going Process" identified The Bahamas among jurisdictions that the FATF has determined to have strategic Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT) deficiencies (attached to this Open Letter).

In October 2018, the state of The Bahamas has provided a written high-level political commitment to work with the FATF and CFATF to strengthen the



effectiveness of its AML/CFT regime and address any related technical deficiencies, and the FATF has welcomed this commitment.

In particular, the FATF states in the document:

*“Since October 2018, when The Bahamas made a high-level political commitment to work with the FATF and CFATF to strengthen the effectiveness of its AML/CFT regime and address any related technical deficiencies, The Bahamas has taken steps towards improving its AML/CFT regime. These include instituting a protocol and case management system to further enhance international cooperation; initiating risk-based supervision of non-bank financial institutions; and further implementing the recent Beneficial Ownership Law to ensure the timely access to adequate, accurate, and current basic and beneficial ownership information. The Bahamas should continue to work on implementing its action plan to address its strategic deficiencies, including by: (1) demonstrating that authorities are investigating and prosecuting all types of money laundering, including complex ML cases, stand-alone money laundering, and cases involving proceeds of foreign offences, including foreign tax crimes; and (2) increasing the identification, tracing and freezing or restraining of assets and to present cases linked with foreign offences and stand-alone ML cases.”*

On November 12, 2019, the Financial Crimes Enforcement Network (FinCEN) has issued Advisory FIN-2019-A007 to inform financial institutions of updates to the TAFT list of jurisdictions with strategic AML/CFT deficiencies (attached to this Open Letter).

### REQUESTS

With the present, I respectfully request that the Ministry of National Security fulfills a positive obligation of the state of The Bahamas to take any measures that it is in its power to take when investigating and prosecuting:

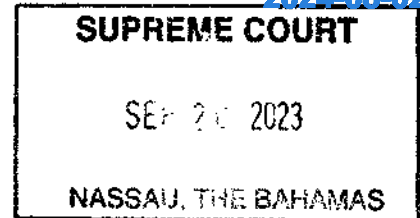
1. The types of money laundering, involving proceeds of offences committed by a structured group of three or more persons within UBS AG (a Swiss Bank), existing for a period of time and acting in concert with the aim of committing offences established in accordance with Article 6 of the Convention called "Criminalization of the laundering of proceeds of crime" in order to obtain, directly or indirectly, a financial or other material benefit, identified in my First Report and First Letter of Request served on the Anti-Corruption and Financial Crime Unit of the Royal Bahamas Police Force on 14th and 19th November 2018 and in my Seventh Complaint served on the Magistrate's Court; and
2. The offences committed by a structured group of three persons existing for a period of time and acting in concert with the aim of committing offences established in accordance with Article 23 of the Convention called "Criminalization of obstruction of justice" in order to obtain, directly or indirectly, a financial or other material benefit by "*the promise, offering or giving of an undue advantage to the production of evidence in a proceeding in relation to the commission of offences covered by this Convention*", comprised of John Delaney QC, the senior partner of the law firm Delaney Partners and one of the Joint Liquidators of UBS (Bahamas) Ltd, Lena Bonaby, an Associate at the law firm Delaney Partners, and Renate Raeber engaged by the Joint Liquidators of UBS as the Liquidation Consultant identified in my Eight, Ninth and Sixteenth Affidavits filed with the Supreme Court on 22nd and 23rd November 2018 and on 4th January 2019.

In the meantime, I remain yours faithfully,



---

Yuri Starostenko, *pro se*



In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Claim No.01620 of 2014 and Claim No.01451 of 2015  
(Actions consolidated by Order of the Judge dated 4 November 2015)

Exhibit 3

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO**

Claimants

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION)**

Defendant

**NOTICE OF MOTION**

TAKE NOTICE that, pursuant to Parts 30.1(3) and 30.3(3) of the Supreme Court Civil Procedure Rules, 2022 (the "CPR"), the Court will be moved as soon as the parties can be heard before The Honourable Madam Justice Carla D. Card-Stubbs at the Ansbacher Building, Bank Lane, Nassau, Nassau, The Bahamas on the \_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon on the Claimants' application to the Court for orders:

(i) requiring Lena Bonaby, the deponent of the Second Supplemental Affidavit filed on 15 September 2023 in support of the Defendant's application for leave to market for sale the real property known as "Jazz House", Lot 5 of Block 7 in Lyford Cay Subdivision owned by Junkanoo Estates Ltd (the "Property"), to attend to be cross-examined; and

(ii) that an Appraisal Report for that property prepared by George Damianos upon request of Lena Bonaby (the "Appraisal Report") be struck out of the above mentioned Affidavit as scandalous, irrelevant or otherwise oppressive matter.

TAKE FURTHER NOTICE that: (i) the 7 days time requirement of Part 30.1(4) of the CPR is complied with by the Claimants making this application; (ii) in Schedule A to this Notice there are grounds on which the orders are sought; and (iii) a supporting affidavit will be submitted to the Court prior to the hearing date.

DATED this 20th day of September, A.D., 2023.

**REGISTRAR**

This Notice is taken out by Yuri Starostenko, the Second Claimant *Pro se*, c/o PrideRock

Corporate Centre, 11 East Street, Nassau, The Bahamas; email: [irastaro@gmail.com](mailto:irastaro@gmail.com); cell: +1(242)817-4372

### SCHEDULE A

The grounds on which on which the orders are sought are:

- (1) George Damianos is a person who held himself out to the public by the Appraisal Report that he is engaged in the business of appraising land or purported to act as a licensed appraiser. However, on the Bahamas Real Estate Association website there is no indication of the current status of his license neither as Brokers Appraiser or Salesmen Appraiser nor as Appraiser.
- (2) The validity of the Appraisal Report is challenged on various grounds, including that the appraised value of \$1,015,000 for the Property is inadequately low to be credible, that the land parcels used as comparable sales were not transferred in arm's length transactions, that comparable land sales were essentially incomparable, and that it failed to comply with the appraisal process and policies issued by the Bahamas Real Estate Association (BREA).
- (3) The error in the Appraisal Report, a valuation which falls outside a permissible margin of error which brings into question his competence and the care with which he carried out his task, was one that no reasonably informed and competent member of the profession could have made.
- (4) The Appraisal Reports, which had not been signed by a qualified duly licensed appraiser, whose opinion is scientifically valid and not the result of bias, which did not satisfy applicable BREA requirements, and which were not performed in accordance with the industry standards, is too low to be probative.
- (5) George Damianos knew that the Appraisal Report will be shown to a third party, The Honourable Madam Justice Carla D. Card-Stubbs, who will act in reliance on it.
- (6) George Damianos knew that the intended user would be UBS (Bahamas) Ltd (In Voluntary Liquidation), of which John Delaney KC is one of the two voluntary liquidators, signor partner of Lena Bonaby and a founder of Delaney Partners which is "*well placed to assist clients with real estate and development legal services throughout The Bahamas*" (see <https://delaneypartners.com/expertise/bahamas-real-estate-development-lawyers/>).
- (7) George Damianos has made the appraisal which is fraudulent, namely one which he knew to be false or which you made recklessly without regard to whether it is true or false, with the intention that the Appraisal Report should be acted upon, in breach of his duty to take reasonable care to give a reliable and informed opinion on the market value of the Property at the date of valuation, without considering the sale price at \$2,160,000 paid by the current owner in 2008 and three recent appraisals made by certified appraisers duly licensed by the BREA who valued the Property on 20 August 2012 at \$2,800,000, on 29 April 2016 at \$3,355,000, and on 26 December 2016 at \$3,684,000.

- (8) Lena Bonaby, the deponent, is in breach of the duty which she owes to the Court of law to take reasonable care to engage a competent and qualified duly licensed appraiser, who has no financial interest, either present or contemplated, in the opinion of value put on the Property.

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO**

Claimants

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY  
LIQUIDATION)**

Defendant

---

**NOTICE OF MOTION**

---

2014/CLE/gen/No.01620

2015/CLE/gen/No.01451



**YURI & IRINA STAROSTENKO**

C/o PrideRock Corporate Centre

11 East Street, Nassau

New Providence, The Bahamas

Email: [irastaro@gmail.com](mailto:irastaro@gmail.com)

Cell: 817-4372

*Claimants Pro se*

Exhibit 4

OFFICE OF THE ATTORNEY GENERAL OF THE BAHAMAS

K.A. Mr. Carl Bethel

Attorney general of the Bahamas

27<sup>th</sup> October 2017 Nassau, The BahamasBy hand

Dear Sir,

Please find here below our letter sent today twice at 11.48 am and at 03.18 pm.

K.A. Attorney general of the Bahamas Mr. Carl Bethel

Dear Mr. Bethel,

We are asking you and your office with kind urgency to take under supervision our case matter in Supreme Court in order to prevent irreparable injustice and further possible offense to the Public Authority.

All the facts and legal basis are in our documents, court files and last affidavits in process of filing. We will be more than happy to provide them at your first request.

I will try to explain with my simple words here below the matter and why we are seeking so urgently your attention. Please, excuse my weakened English with a heavy Russian accent.

My husband and I are acting in person, living as permanent residents of the Bahamas for the past 10 years with six children, while the attorney for the company Mr. Philipp Lundy, is acting on Pro Bono base.

From other side is the UBS bank in voluntary liquidation.

Our case was already in the Her Majesty's Privy Council, heard on 24 February 2017 and delivered on 3 April 2017. We were acting in persons and assisted by Mr. Phillip Lundy, and Mr. Joel Benntan QC from London., both on Pro Bono base. The copy of this judgment I send by email to your attention this morning at 10.14 am.

We patiently waited for the date at Supreme Court, which was last Tuesday, 24 October, before J.Milton Evance. And hoped that Judge will start to investigate the fraud and give us an indication for committal proceedings, as from our summons. But the judge refused, on the grounds that he already dealt with that two years ago and informed us that he will deal with it Monday, 30th October 2017 with only our application for a Stay of Execution and Leave to Appeal, which he looks not minded to grant. The Deputy Provost Marschall, with the writ of possession on an interlocutory order, obtained without the leave of the court, has already been at our property in May 2016, after which we came to Privy Council. And at last hearing he was sitting in the waiting room of the J. Milton Evance's chambers,

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P.O. Box N 7776 – 440 Lyford cay, Jazz House New Providence, The Bahamas*

unstoppably chatting with the attorney for UBS' and waiting for the end of this short hearing, which was adjourned.

At this point we are asking your office to take it under supervision - we are dealing with lying counterpart, our case has never been heard on merits, as from Privy Council judgment confirmed, which means our Constitutional Fundamental rights to be heard are prejudiced and if the case will proceed this way, with the judge not willing to investigate fraud and lie, the Public Authority will get offence and make irreparable damages to our family. The grounds of our pledge to get your attention are:

- the danger of the further proceedings with Offence to the Public Authority
  - the danger of executing the order for possession obtained on summary judgment by fraud, later appealed to the Court of Appeal of the Bahamas, at the Judicial Committee of Privy Council and because of our wrongness to not asking formally leave to Appeal at the Supreme Court, still not heard and investigated
  - our fundamental constitutional, human rights to be heard would be prejudiced and all of that would create irreparable damage to our family and make of us impossible to proceed because in order to apply to the Court of Appeal we have to provide collateral for the legal expenses because if the possession of the home will be taken we will not have the collateral.
- For not to say that the family with six children would find itself without shelter, money and grave injustice, without ever being heard.

The chronology of facts is in all our affidavits. In simple words - we were robbed by UBS bank, who opened with us an investment facility in 2012 for 5 years while already was meditating to winding up its branch in the Bahamas. We did not know that - we put our trust in the "Ferrari" of the financial industry and even gave as collateral mortgage on our home in Lyford Cay, which was valued USD\$2.8 mln at the time and USD\$3.5 mln in April 2016, for the loan of USD\$1.4 mln, where 50% we would keep on the investment account with USB in order to trade using their facility . After only 11 months of collaboration, where we were able to trade only for two months because of difficulties UBS created, we did not have on our account gain of USD\$137,000 circa because of UBS' breaches in trade executions. Once we asked for refunds, UBS refund only USD\$3,100 circa and from one side threatened to review our whole agreement and the mortgage and from other promised to "find a solution", which was - haltering our trading, by pretending that we were under obligation of keeping 50% of the loan, which we were not, should they refund wrong interests. UBS refused our humble offer to pre-pay them all interests and have loan's money in our hands, so we can trade elsewhere. Later UBS continued to calculate interests on the whole loan, even the portion they unlawfully kept and later sequestered from our account, 4 years before loan expiration and asking us to pay back the whole loan, depriving us of possibility to perform our trading business and not refunding damages generated by their own breaches. On our refusal, UBS commenced a legal action, filed a fraudulent affidavit, omitting most of the facts, obtained Summary Judgment for possession against us, while we were misinformed by our former attorney regarding the date of hearing and so was not present at it.

We ask, please, to have your attention - the justice cannot proceed if the court makes decisions based on fraudulent affirmations, if the damaged part, we, in this case, have no possibility to be heard and to bring our evidence.

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P.O. Box N 7776 – 440 Lyford cay, Jazz House New Providence, The Bahamas*



But in very simple math terms, please, excuse my directness - our home last value is USD\$3.5 mln, UBS' claim against us is USD\$0.9 mln circa, which we do not agree. Our cross action and counterclaim was consolidated by the same J.Milton Evance and the order of the consolidation UBS' attorney not signing for the past 16 months. Our claims are USD\$5.2 mln circa or alternatively USD\$2.0 circa mln plus all damages to be assessed by courts has never been heard. All that we ask - the justice to be made, the fair trial without fraud and lies on public authority. Should the court found us to be wrong - there is no risk for UBS, all expenses are covered by the property value. Should UBS proceed in the way they succeeded till now the miscarriage of justice will continue.

Thank you very much in advance for bringing your attention to this urgent and clamorous matter,

Yours sincerely,

Yuri and Irina Starostenko



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P.O. Box N 7776 – 440 Lyford cay, Jazz House New Providence, The Bahamas

**Claim No. 00496 of 2024 in the matter of the Supreme Court Act Chapter 53**

Exhibit 5

1 message

Ira Staro <irastaro@gmail.com>

24 July 2024 at 17:44

To: moniquemillar@bahamas.gov.bs, monners107@gmail.com, attorneygeneral@bahamas.gov.bs

Cc: yuri starostenko <starostenkovubsag@gmail.com>

Dear Ms. Monique Millar, good evening.

**Re: Claim No. 00496 of 2024 in the matter of the Supreme Court Act Chapter 53**

Recently, I have been served by a process server engaged by the law firm Lennox Paton with the documents in **Action 2024/CLE/GEN/00496** instituted by the Attorney General of the Commonwealth of The Bahamas ("**Attorney General**") by making an originating application to the Supreme Court under **Section 29(1) of the Supreme Court Act** and **CPR PART 56**, filed **11 June 2024**, against three Respondents, including Irina Starostenko ("**Originating Application**"), supported by an affidavit required under **CPR rule 56.1(2)**, filed **11 June 2024**, which forms the basis of the Originating Application, sworn by Lena Bonaby ("**Lena Bonaby Affidavit**").

Lena Bonaby, a Partner at the law firm Delaney Partners of Mr John F. K, Delaney KC, the Senior Partner in Delaney Partners, the sole voluntary liquidator of UBS (Bahamas) Ltd (In Voluntary Liquidation), states at paragraph 1 of her Affidavit, among other things, that:

*"I am duly authorized by the Claimant [the Attorney General] to make this Affidavit on its behalf."*

The Originating Application, on its face, has some defects that I have identified such as, for example, the Third Respondent named Irina Starostenko does not exist, resulting in **Action 2024/CLE/GEN/00496** being issued without following the procedure to ascertain the correct names of all the Respondents in order to minimize the misuse of judicial resources and act according to the Vision Statement of the Ministry of Legal Affairs and the Attorney General, which reads:

*"To be the pre-eminent law chambers of the Commonwealth of The Bahamas".*

And I believe that you, as a staff member at the Office of the Attorney General, would share one of its primary responsibilities, which is,

*"promoting access to justice for all and transparency in the legal system".*

Perhaps most importantly, however, the Attorney General, is empowered by The Constitution of the Commonwealth of The Bahamas "*to institute and undertake criminal proceedings against any person before any court in respect of any offence against the law of The Bahamas;*" and "*to take over and continue any such criminal proceedings that may have been instituted by any other person or authority;*" (see paragraphs (a) and (b) of Article 78 of The Constitution).

I would like to inform you that in 2017 I and my husband Yuri Starostenko applied to the Attorney General by way of a letter motion dated **27 October 2017** ("**Letter Motion**") to the previous Attorney General to exercise these power and to act on the basis of facts concerning the perjury committed by an attorney and

I also believe that the Attorney General is more than a mere gatekeeper, to whom The Constitution gave the authority, among other things, to relieve errors that amount to fundamental defects in process or justice. Non consideration of the facts contained in our Letter Motion led to such an injustice, and I ask the current Attorney General to not turn a blind eye to such obvious offences based on the facts asserted in the Statement of Claim, filed **14 November 2017**, in the **Consolidated Action, making**, among others, the following claim:

1. Claim No. 10 (malicious prosecution claim) against UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION), GEORGE MAILLIS and MARCO TURNQUEST seeking striking out of the Writ of possession issued by UBS (BAHAMAS) LDT; indemnification for damages assessed, with pre-judgment and post-judgment interest at rate of 6% per annum; and remedies provided by statute in sections 423, 424, 426, 430, 432 and 433 of the Penal Code of The Bahamas for the malicious institution of judicial proceedings;
2. Claim No. 11 (conspiracy to defraud) against UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION), KEVIN LEE PRICE, THIBAUD HALEWYCK, GEORGE MAILLIS and MARCO TURNQUEST seeking remedies provided by statute in sections 423, 424, 426, 430, 432 and 433 of the Penal Code of The Bahamas and Rules 44 and 50 of the CPR for conspiracy to defraud the public and the judicial system; and
3. Claim No. 12 (malicious abuse of process claim) against UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION) and MARCO TURNQUEST seeking indemnification for damages assessed, with pre-judgment and post-judgment interest at rate of 6% per annum; and remedies provided by statute in sections 423, 424, 426, 430, 432 and 433 of the Penal Code of The Bahamas and Rules 44 and 50 of the CPR for the malicious execution of an order for possession of land. (*See a copy of the Standard Claim (Amended) in Form G3 (Rules 8.1(1)(a)\_ 8.1(5)) dated 19 February 2024 and e-filed 21 February 2024 in the Consolidated Action*)

**Finally**, at this first contact, for the sake of argument that the Originating Application may be found erroneous, I would like to ask you to clarify how the Attorney General authorized Lena Bonaby "*to make this Affidavit on its behalf*", as mentioned in her Affidavit quoted here above.

Sincerely,

*Irina Litvak-Starostenko*

@irastaro

[letsmaketheworldfairer.org](https://letsmaketheworldfairer.org)

**French whistleblower Stephanie Gibaud exposes UBS**

+1(242)8174372 cell/WhatsApp

email: [irastaro@gmail.com](mailto:irastaro@gmail.com)

*"The issue which has swept down the centuries and which will have to be fought sooner or later is the people versus the banks."*

- Lord Acton

 Starostenko Letter Motion to AG Bahamas - 27 October 2017.pdf  
494K

 2024/CLE/GEN/00496 - 2012/24/Chris G.E. A. 1996 Ord Claim (Amended) in Part 66 (Files 8.1(1)(a)\_ 8.1(5)) - 19 February 2024-08-02  
February 2024.pdf  
635K



**Notice of Application in Form G14 (Rule 11.6(1))**

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Exhibit 6

**Claim No.01620 of 2014 and Claim No.01451 of 2015**

(Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules (CPR))

In the Matter of the Securities Industry Act, 2011.

In the Matter of the Companies Act, 1992 as amended by the Companies (Winding-Up Amendment) Act, 2011.

In the Matter of the Fraudulent Dispositions Act, 1991.

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
UBS AG (A SWISS BROKER),  
KEVIN LEE PRICE,  
THIBAUD HALEWYCK,  
GEORGE MAILLIS,  
MARCO TURNQUEST,**

Defendants,

**NOTICE OF APPLICATION**

1. The claimants make application seeking an order setting aside the Order of this Court made on 23 March 2015 on the ground that it had been procured by fraud and relying on the legal principle articulated in the judgment of David Steel, J. in *Kuwait Airways v Iraqi Airways* [2005] EWHC 2524 (Comm) and considered by the Hon. Sir Michael Barnett, P in the judgment of the Court of Appeal in *Murphy v Hot Pancakes et al.* - **SCCivApp No. 95 of 2020** that “where the original judgment has been unsuccessfully appealed (without knowledge of the alleged fraud) the first instance court in the second action has jurisdiction to set aside both the original first instance judgment and appellate order (s) upholding it.”
2. The ground of the application is that a judgment may be set aside at any time for after a discovered fraud upon the court where it was misled as to material circumstances, or its process was abused, resulting in the rendition of a judgment which would not have been given if the whole conduct of the case had been fair.
3. The following written evidence will be used at the hearing of the application: Claim No. 10 (malicious prosecution claim) and Claim No. 11 (conspiracy to defraud) of the Statement of Claim, filed in this action 14 November 2017 and certified by the Statement of Truth,

seeking *inter alia* remedies provided by statute in sections 423, 424, 426, 430, 432 and 433 of the Penal Code of The Bahamas and Rules 44 and 50 of the Civil Procedure Rules.

- 4. A draft of the order that the claimants seek is attached as a schedule.

**Statements of Truth (Rule 3.8)**

I, Yuri Starostenko, certify that I believe that the facts stated in the application are true.

I, Irina Tsareva-Starostenko, certify that I believe that the facts stated in the application are true.

We are duly authorised to sign this Claim Form on behalf of Junkanoo Estates Ltd.

Dated: the 20th day of February, 2024.

Signed:

Irina Tsareva *pro se*

Yuri Starostenko *pro se*

**NOTICE**

This application will be heard by The Honourable Madam Justice Carla D. Card-Stubbs, a judge of the Supreme Court, on the day ..... of ..... 202..., at .... / .....

If you do not attend this hearing an order may be made in your absence.

Date: .....

Registry: .....

Address of Court Office: Supreme Court Building, formerly known as Ansbacher House, Bank Lane, Nassau, New Providence, The Bahamas.

Tel. No.: +1-242-397-1800.

Unless the Chief Justice otherwise directs, the Court Office is open weekdays between 9:30 a.m. and 4:30 p.m. except on public holidays.

Claimants' Address for Service: C/o PrideRock Corporate Centre, 11 East Street, Nassau, New Providence, The Bahamas.

**SCHEDULE**

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

**Claim No.01620 of 2014 and Claim No.01451 of 2015**

(Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules (CPR))

In the Matter of the Securities Industry Act, 2011.

In the Matter of the Companies Act, 1992 as amended by the Companies (Winding-Up Amendment) Act, 2011.

In the Matter of the Fraudulent Dispositions Act, 1991.

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
UBS AG (A SWISS BROKER),  
KEVIN LEE PRICE,  
THIBAUD HALEWYCK,  
GEORGE MAILLIS,  
MARCO TURNQUEST,**

Defendants,

---

**ORDER**

---

**DATED** the ..... day of ....., 2024.

**BEFORE** Her Ladyship the Honourable Madam Justice Card Stubbs, Justice of the Supreme Court of the Commonwealth of The Bahamas.

**UPON** the Claimants' application for an order setting aside the Order of this Court made on 23 March 2015 supported by the Claimants' Statement of Claim evidence, filed 14 November 2017.

**AND UPON HEARING** the Claimants, Mr. Yuri Starostenko *pro se* and Mrs. Irina Tsareva-Starostenko *pro se*; And Mr Marco Turnquest together with Attorneys for the Defendants:  
.....

**IT IS HEREBY ORDERED AND DIRECTED THAT:**

1. The Order of this Court dated 23 March 2015 is set aside.

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

**Claim No.01620 of 2014 and Claim No.01451 of 2015**

(Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules (CPR))

In the Matter of the Securities Industry Act, 2011.

In the Matter of the Fraudulent Dispositions Act, 1991.

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
UBS AG (A SWISS BROKER),  
KEVIN LEE PRICE,  
THIBAUD HALEWYCK,  
GEORGE MAILLIS,  
MARCO TURNQUEST,**

Defendants,

---

**NOTICE OF APPLICATION**

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Filing Parties: Junkanoo Estates Ltd,  
Yuri Starostenko *pro se*,  
Irina Tsareva-Starostenko *pro se*.

Address and Contact Information:  
C/o PrideRock Corporate Centre,  
11 East Street, Nassau,  
New Providence,  
The Bahamas.

E-mail address: [irastaro@gmail.com](mailto:irastaro@gmail.com)

Cell Phone No.: +1-242-817-4372

*Filed on behalf of the Claimants in this action*



**COMMONWEALTH OF THE BAHAMAS**  
**IN THE SUPREME COURT**  
**COMMON LAW AND EQUITY SIDE**  
**B E T W E E N**

**2014/CLE/gen/01620**  
**2015/CLE/gen/01451**

Exhibit 7

**JUNKANOO ESTATES LTD**

**First Plaintiff**

**AND**

**YURI STAROSTENKO**

**First Plaintiff**

**AND**

**IRINA TSAREVA-STAROSTENKO**

**Second Plaintiff**

**AND**

**UBS (BAHAMAS) LTD. (In Voluntary Liquidation)**

**Defendant**

*(Actions and Counterclaim consolidated b Order of the Judge dated 4<sup>th</sup> November, 2015)*

**BEFORE Madam Justice Ruth M.L. Bowe-Darville**

**Appearances: The Plaintiffs – Pro Se**

**The Defendant – Ms. Chizelle Cargill**

**Hearing dates:** 18<sup>th</sup> July 2019, 29<sup>th</sup> July, 2019, 30<sup>th</sup> July, 2019 8<sup>th</sup> August, 2019 and 23<sup>rd</sup> September, 2019

## **RULING**

***RSC Order 18/12 - Request for Further and Better Particulars/Late filing of application and Inexcusable delay/ RSC Order 24/10 - Production and Inspection of Documents***

1. By Summons filed herein on 17<sup>th</sup> April, 2019 the Defendant sought an Order pursuant to Order 18 rule 12 (O. 18/19) and Order 24 rule 10 (O. 24/10) of the Rules of the

was no need for the Court to make an Order as in the instant application. It was submitted that the Defendant was being disingenuous in its application and was intentionally trying to delay the matter further.

Conclusion:

32. The Writ of Summons in this action is extensive and exhaustive. While one would like to think the Plaintiffs have had benefit of legal advice, especially as to drafting and formulating their case, they still appear pro se and cannot be expected to produce pleadings that are of the standard expected of the trained legal professional. They do, however, possess the financial knowledge to advance their case. Suffice it to say that the Statement of Claim was of sufficient import and content to raise not only a Defence but also an Amended Defence by the Defendant. Most of the requests and or issues raised for further and better particulars can be tested at trial. Both sides now know what the challenges are. Litigants are always bound by their pleadings and any variance therefrom, unless with the leave of the Court, will not be heard or considered.

32. The Court agrees that the timing of the application was most unfortunate. The defendant said it was not "unusual" for the Court to hear and grant such an application at this stage in the proceedings not fully appreciating the implications of the inordinate and inexcusable delay. However, the authorities are clear on the matter of inexcusable delay and there is no doubt that there was inexcusable delay in the matter and then on the brink of a trial date. The Defendant in making this application seemed to be wanting a third chance at getting its Defence right even after the Raeber affidavit says that it had a good Defence to the Statement of Claim. The delay caused thereby has deprived the Plaintiffs of a trial date and to make an order in the Defendant's favour would only further delay the trial. The Court will in no way intervene causing the Plaintiffs further expense and inconvenience.

In all, the Plaintiffs have already been prejudiced by the application and the time it has taken to have the matter finally determined.

33. The Defendant's Summons of 17<sup>th</sup> April, 2019 is hereby dismissed.

34. The file will be returned to the Listing Office for reassignment for the renewal of Case Management Directions.

34. The costs of this application shall be the Plaintiffs to be taxed if not agreed.

Prepared by: Madam Justice ~~Ruth Bove~~-Darville (Ret.)



Delivered by: Hon. Chief Justice Sir Ian R. Winder

DATED this 8<sup>th</sup> day of May A.D., 2023

COMMONWEALTH OF THE BAHAMAS  
2018/CLE/gen/No.00229  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE



Exhibit 8

BETWEEN

Yuri Starostenko

First Plaintiff

Irina Starostenko

Second Plaintiff

AND

Jack Davis

Defendant

(As amended by Order of the Court dated 3rd December 2021)

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**ORDER**

---

**DATED** the 3rd day of March, A.D., 2022.

**BEFORE** Mr. Edmund Turner, the Registrar of the Supreme Court of the Bahamas.

**UPON** application by the Plaintiffs *pro se* by the Summons filed on 17 December 2021.

**AND UPON READING** the Affidavit of Yuri Starostenko filed on 3 March 2022.

**AND UPON HEARING** of the First and Second Plaintiffs *pro se*.

**IT IS HEREBY ORDERED AND DIRECTED THAT:**

1. It is adjudged that Interlocutory Judgment of the Plaintiffs is well taken by default pursuant to law and there being no appearance by or on behalf of the Defendant Jack Davis.
2. Final Judgment is entered against the Defendant Jack Davis in the amount of One Million Forty Five Thousand Eight Hundred Dollars (\$1,045,800.00).
3. The Defendant Jack Davis do pay to the Plaintiffs the Final Judgment amount, together with interest pursuant to the Civil Procedure (Award of Interest Act) 1992 from the date herein until paid.
4. This Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.
5. No attorneys' fees and no costs are awarded.

BY ORDER OF THE COURT

*Edmund Byrne* 8/3/2024

REGISTRAR

This Order was drawn up by Yuri Stancusaka of New Providence. The Bahamas, roofless since  
19th February 2024, the First Plaintiff's office.

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

BETWEEN

Yuri Starostenko

First Plaintiff

Irina Starostenko

Second Plaintiff

AND

Jack Davis

Defendant

(As amended by Order of the Court dated 3rd December 2021)

---

**ORDER**

---

2018/CLE/gen/No.00229



YURI & IRINA STAROSTENKO  
C/o PrideRock Corporate Centre  
East Street & Bay Street  
Nassau, The Bahamas  
Cellphone #817-4372

First & Second Plaintiffs *pro se*

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

2018/CLE/gen/No.00229

Exhibit 9

BETWEEN

Yuri Starostenko

First Plaintiff

Irina Starostenko

Second Plaintiff

AND

Jack Davis

Defendant

(As amended by Order of the Court dated 3rd December 2021)

\_\_\_\_\_  
**ORDER**  
\_\_\_\_\_



**DATED** the 4th day of July, A.D., 2023.

**BEFORE** Mr. Edmund Turner, the Deputy Registrar of the Supreme Court.

**AND UPON HEARING** of the First and Second Plaintiffs *Pro se*.

**IT IS HEREBY , ADJUDGED, AND DECLARED THAT:**

1. On 3 March 2022, Final Judgment was entered against the Defendant Jack Davis in the amount of One Million Forty Five Thousand Eight Hundred Dollars (\$1,045,800.00) and it was ordered that the Defendant Jack Davis do pay to the Plaintiffs the Final Judgment amount, together with interest pursuant to the Civil Procedure (Award of Interest Act) 1992 from the date herein until paid.

2. The Plaintiffs are entitled to pre-judgment interest on the Final Judgment amount at the rate of 3.00% per annum from the date of the filing of the Writ, 1 March 2018, until Final Judgment, 3 March 2022, that amounts to \$125,496.00.
3. The Plaintiffs are further entitled to post-judgment interest at the statutory rate of 6.25% per annum from the date of Final Judgment amount, together with pre-judgment interest, until payment, equating to \$200.56 per day.
4. No costs are awarded.

BY ORDER OF THE COURT

*Edmund Van Turner* 4<sup>th</sup> July 2023  
REGISTRAR

This Order was drawn up by Yuri Starostenko of New Providence, The Bahamas, roofless since 27th February 2018, the First Plaintiff *pro se*.



COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

BETWEEN

Yuri Starostenko

First Plaintiff

Irina Starostenko

Second Plaintiff

AND

Jack Davis

Defendant

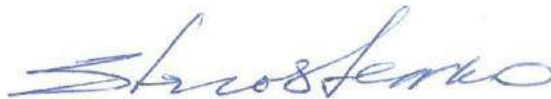
(As amended by Order of the Court dated 3rd December  
2021)

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**ORDER**

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2018/CLE/gen/No.00229



YURI & IRINA STAROSTENKO  
C/o PrideRock Corporate Centre  
East Street & Bay Street  
Nassau, The Bahamas  
Cellphone #817-4372

First & Second Plaintiffs *pro se*



In the Commonwealth of The Bahamas  
 In the Supreme Court  
 Common Law and Equity Division

Claim No.00229 of 2018  
 (As amended by Order of the Court dated 3rd December 2021)

Between:

Exhibit 10

**YURI STAROSTENKO**  
**IRINA STAROSTENKO**

Claimants

And

**JACK DAVIS**

Defendant

---

**ORDER TO ATTEND COURT**

---

TO the judgment debtor, Jack Davis, the Defendant in the above referenced action.

YOU ARE REQUIRED TO ATTEND, on the day of \_\_\_\_\_, \_\_\_\_\_ 2023, at \_\_\_\_\_ am, before an examiner of this Court, in person, to provide information under oath about —

(a)YOUR —

- (i)receipts and payments for the preceding 24 months,
- (ii)assets and liabilities,
- (iii)income and expenditure, and

(b)any other matter about which information is needed to enforce the Order against YOU dated 4 July 2023 for the payment of \$1,265,358.64 presently owed, including the name, residence or place of business of a locksmith, who, acting under YOUR direction, broke open the side door to a residence in Lyford Cay occupied by the applicants, together with their six children, to obtain entry into this residence, without the applicants' permission, during an execution at that residence, on 27 February 2018, of a writ issued by lawyers from the law firm Lennox Paton.

YOU ARE FURTHER REQUIRED TO ATTEND presentation the offered demonstrative evidence by watching in open court an electronic video recording taken at the scene of the execution that conclusively links YOU to the said locksmith and to YOUR and his trespasses committed on 27 February 2018 against the 15-years-old son of the Claimants in the above referenced action.

YOU must OBEY THIS ORDER. IF YOU DO NOT, YOU MAY BE ARRESTED AND THEN SENT TO PRISON FOR CONTEMPT OF COURT.

DATED this 15th day of August, A.D., 2023.

BY ORDER OF THE COURT

*Echallan Turner 15/08/2023*

REGISTRAR

This Order is drafted by Yuri Starostenko, the First Claimant *Pro se*; c/o PrideRock Corporate Centre, 11 East Street, Nassau, The Bahamas. Email: [irastaro@gmail.com](mailto:irastaro@gmail.com) Cell: 817-4372

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Claim No.00229 of 2018  
(As amended by Order of the Court dated  
3rd December 2021)

Between:

**YURI STAROSTENKO**  
**IRINA STAROSTENKO**

Claimants

And

**JACK DAVIS**

Defendant

---

**ORDER TO ATTEND COURT**

---



YURI & IRINA STAROSTENKO  
C/o PrideRock Corporate Centre  
11 East Street, Nassau  
New Providence, The Bahamas.  
Email: [irastaro@gmail.com](mailto:irastaro@gmail.com)  
Cell: 817-4372  
*First and Second Claimants Pro se*



Standard Claim Form (Amended) in Form G3 (Rules 8.1(1)(a); 8.1(5))

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Exhibit 11

Claim No.00229 of 2018

(As amended by Order of the Court dated 3rd December 2021, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules, 2022 (CPR))

In the Matter of the Penal Code, 1927 ("Act").

Between:

YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,

Claimants,

And

JACK DAVIS,  
UBS AG (A SWISS BROKER),  
THE LYFORD CAY PROPERTY OWNERS ASSOCIATION (1971) LIMITED,

Defendants.

STANDARD CLAIM

The claimants are making two (2) claims for civil conspiracy and trespass against the defendants on the basis of the facts asserted in the Statement of Claim, filed in this action 1 March 2018, seeking (i) to impose liabilities under Titles xxii and xxiii of the Act; and (ii) indemnification for damages, with interest 6% per annum, for: (a) lost use of their premises;<sup>1</sup> (b) loss of value of their premises; (c) loss of business reputation and goodwill; and (d) their children's mental and emotional disturbance; loss of amenities; lack of education and training, resulting in a troubled childhood and disadvantaged youth.

Further, the claimants sue the defendant THE LYFORD CAY PROPERTY OWNERS ASSOCIATION (1971) LIMITED for (a) breach of the covenants under: (i) paragraph 3(1) of its Memorandum of Association dated 25 November 1971; and (ii) the Grant of Right of Way dated 26 March 1985 over their premises above referred to; and (b) breach of the Post Office Rules, 1949.

Statements of Truth (Rule 3.8)

I, Yuri Starostenko, AND I, Irina Tsareva-Starostenko, certify that we believe that the facts stated in this Claim Form (Amended) in Form G3 ("Claim Form") are true.

Dated: the 19th of February 2024.

Signed:

Yuri Starostenko

Irina Tsareva-Starostenko

<sup>1</sup> ALL THAT piece parcel or lot of land situate in the Western District of the said Island of New Providence one of the Islands of the Commonwealth of The Bahamas being Lot Number Five (No.5) in Block Number Seven (No. 7) of the "Number One (No.1) Subdivision" of "Lyford Cay")

## NOTICE TO THE DEFENDANTS

The former Writ of Summons, filed in this action 1 March 2018, has been replaced by this Claim Form, but the Statement of Claim, filed in this action 1 March 2018, was served with this Claim Form.

### **IF YOU DO NOTHING JUDGMENT MAY BE ENTERED AGAINST YOU IN ACCORDANCE WITH THE CLAIM WITHOUT ANY FURTHER WARNING.**

You –

(a) should complete the form of acknowledgment of service served on you with this Claim Form and deliver or send it to the Court Office (address below) so that they receive it within 14 days of service of this Claim Form on you, UNLESS

(b) complete the defence form served on you with this Claim Form and deliver or send it to the Court Office in the time required for the filing of the form of acknowledgement of service.

You should consider obtaining legal advice with regard to this claim, including to file the form of acknowledgment of service or the defence form as required.

This Claim Form has no validity if it is not served within 6 months of the date below unless it is accompanied by an order extending that time in accordance with Rule 8.13 of the CPR.

## NOTES FOR DEFENDANTS

You may:

### **A. Defend the claim**

1. If so, you should file at the court office and serve on the claimants and any other party:

(a) a defence in accordance with Part 10 of the CPR, if an acknowledgment of service has been filed and served in accordance with Part 9 of the CPR, OR

(b) a defence in accordance with Part 10 of the CPR within the time limit under Rule 9.3, OR

(c) an affidavit in answer in accordance with Part 10 of the CPR if this Claim Form is served with an affidavit instead of a statement of claim.

2. Your defence or affidavit must be filed within 28 days after the service of this Claim Form, or the service of the statement of claim if permission was given for the Claim Form to be served without a statement of claim, and it must set out briefly ALL the facts on which you will rely to dispute the claim made against you.

3. After you have filed your defence you will be given details of the date, time and place of a case management conference at which a judge will decide what issues have to be determined by the court and give directions about what needs to be done before the case is tried.

4. You must attend the case management conference.

### **B. Admit the whole of the claim**

1. If so, you should do this in accordance with Rule 14.1 and in the form of acknowledgment of service, to be completed and filed as indicated above and served on the claimants and any other party.

2. If the claim includes a claim for a sum of money and you can pay the amount stated on the Claim Form, including fees, costs and interest, you should pay this to the claimant in the period allowed for the filing of the acknowledgment of service and no further steps can be taken against you. You must add interest at the daily rate shown from the date stated on the Claim Form.

3. If you cannot pay that sum in full you may make a request for time to pay in accordance with Rule 14.9 of the CPR and by completing and submitting the form for Application to Pay by Instalments with your acknowledgment of service.

**C. Admit part of the claim and defend the rest**

1. If so, you should –

(a) indicate how much of the claim you admit in accordance with Rule 14.1 and in the form of acknowledgment of service, to be completed and filed as indicated above and served on the claimant and any other party, AND

(b) complete and submit a defence or affidavit in answer as under section A above.

2. If the claim includes a claim for a sum of money and you can pay the amount that you admit, including fees, costs and interest, you should pay this to the claimant in the period allowed for the filing of the acknowledgment of service. You must add interest at the daily rate shown from the date stated on the Claim Form.

3. If you cannot pay that sum in full you may make a request for time to pay in accordance with Rule 14.9 of the CPR and by completing and submitting the form for Application to Pay by Instalments with your acknowledgment of service.

**D. Make a Counterclaim**

1. If so, you should include the particulars of this after your defence in the same form as in section A, in which case the title of the form will be 'Defence and Counterclaim'.

Date: 19/12/2024

Registry:

Address of Court Office: Supreme Court Building, formerly known as Ansbacher House, Banl. Lane, Nassau, New Providence, The Bahamas.

Tel. No.: +1-242-397-1800.

Unless the Chief Justice otherwise directs, the Court Office is open weekdays between 9:30 a.m. and 4:30 p.m. except on public holidays.

Claimants' Address for Service: C/o PrideRock Corporate Centre, 11 East Street, Nassau, New Providence, The Bahamas.

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Claim No.00229 of 2018

(As amended by Order of the Court dated 3rd December 2021, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules (CPR))

Between:

YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,

Claimants,

And

JACK DAVIS,  
THE LYFORD CAY PROPERTY OWNERS ASSOCIATION (1971) LIMITED,

Defendants.

---

STANDARD CLAIM

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Filing Parties: Junkanoo Estates Ltd,  
Yuri Starostenko *pro se*,  
Irina Tsareva-Starostenko *pro se*.

Address and Contact Information:  
C/o PrideRock Corporate Centre,  
11 East Street, Nassau,  
New Providence,  
The Bahamas.

E-mail address: [irastaro@gmail.com](mailto:irastaro@gmail.com)

Cell Phone No.: +1-242-817-4372

*Filed on behalf of the Claimants in this action*



COMMONWEALTH OF THE BAHAMAS

2015/CLE/gen/No.01451

IN THE SUPREME COURT

COMMON LAW & EQUITY SIDE

BETWEEN

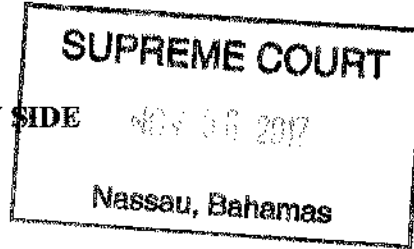


Exhibit 12

JUNKANOO ESTATES LTD

First Plaintiff

AND

YURI STAROSTENKO

Second Plaintiff

AND

IRINA TSAREVA-STAROSTENKO

Third Plaintiff

AND

UBS (BAHAMAS) LTD

Defendant

*Myra C...*  
*1st 14/2017*

---

**ORDER**

---

*[Signature]*  
*31/1/17*

DATED the 4<sup>th</sup> November, 2015.

BEFORE His Lordship the Honourable Mr Justice Milton Evans.

UPON APPLICATION by the Defendant by Summons filed herein on 28<sup>th</sup> October, 2015.

AND UPON HEARING Mr Marco M. Turnquest and Ms Chizelle Cargill of Counsel for the Defendant; and, Ms Crystal S. Rolle of Counsel for the Plaintiffs.

AND UPON THE Defendant electing not to proceed with the relief sought in clauses two and three of its Summons.

IT IS HEREBY ORDERED THAT:

1. Action CLE/gen/No.01451 of 2015 be consolidated with the Counterclaim in Action CLE/gen/No.01620 of 2014 and that the said actions do proceed as one action.

*[Signature]*  
*3/10/17*

2. The Plaintiffs be the Plaintiff and that the Defendant be the said Defendant in the consolidated action which is to be prosecuted under the title set out in the schedule hereto.
3. The Plaintiffs in the consolidated action serve a new Statement of Claim within 14 days hereof and the Defendant file a new Defence within 14 days of the service of the Statement of Claim on it.
4. The costs of all the parties to the above-mentioned actions including therein their costs of and incidental to this application be costs in the said consolidated action.

**BY ORDER OF THE COURT**

**REGISTRAR**

**This Order was drawn by Lennox Paton, 3 Bayside Executive Park, West Bay Street & Blake Road, Nassau, New Providence, The Bahamas, attorneys for the Defendant.**



Exhibit 13

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

**Claim No.01620 of 2014 and Claim No.01451 of 2015**

(Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules, 2022 (CPR))

In the Matter of the Securities Industry Act, 2011.  
In the Matter of the Companies Act, 1992, as amended by the Companies (Winding-Up Amendment) Act, 2011.  
In the Matter of the Fraudulent Dispositions Act, 1991.  
In the Matter of the Penal Code, 1927.

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
UBS AG (A SWISS BROKER),  
KEVIN LEE PRICE,  
THIBAUD HALEWYCK,  
GEORGE MAILLIS,  
MARCO TURNQUEST,**

Defendants.

**Affidavit — Applications by the Parties**

I, Irina Tsareva-Starostenko *pro se*, of the Western District of New Providence Island, one of the Islands of the Commonwealth of The Bahamas, the Third Appellant, make oath and state as follows.

I am a material witness on behalf of the Claimants. I sworn this Affidavit and say, as follows:

**Evidence as to Applications by the Parties**

| Applications by the Claimants <i>pro se</i> for  | Status  | Consequences    |
|--|---------|-----------------|
| 1. summary judgement under RSC Order 14, filed <b>11 June 2018</b> ;   | pending | No delay caused |
| 2. an unless order requiring the Defendant to remedy its defaults, filed <b>5 July and 21 September 2018</b> ; | pending | No delay caused |

|  |                    |                 |
|--|--------------------|-----------------|
| <p>3. leave for an order of committal, pursuant to RSC Order 52 Rule 2, filed <b>9 November 2018</b>, (united with an application to commit the Defendant's attorneys for making false statements, filed <b>8 June 2017</b>);</p>  | pending            | No delay caused |
| <p>4. that the Defendant surrenders benefits of execution and delivers up possession of the property in question, filed <b>20 November 2018</b>;</p>   | decision adjourned | Heard for ½ day |
| <p>5. an order that the Defendant be debarred from calling any evidence at the trial, filed <b>28 August 2019</b>;</p>   | pending            | No delay caused |
| <p>6. an order striking out the Defendant's Amended Defence, pursuant to RSC Order 31A Rule 20(1)(a), filed <b>11 September 2019</b> (united with an application for striking out of impugned paragraphs of the Amended Defence, pursuant to RSC Order 18 Rule 19(1), filed <b>29 January 2019</b>);</p>   | pending            | No delay caused |
| <p>7. a civil restraint order against the Defendant from making any further applications, filed <b>21 October 2019</b>;</p>  | pending            | No delay caused |
| <p>8. an interim injunction to restrain any interference with or disposition of the Claimant's house in Lyford Cay until after the trial, filed <b>9 September 2020</b>;</p>   | decision adjourned | Heard for ½ day |
| <p>9. an order requiring George Maillis and Renate Raeber, the makers of affidavits, to attend for cross-examination, pursuant to Part 26.1(2)(p) of the CPR, filed <b>7 July 2023</b> (united with:</p> <ul style="list-style-type: none"> <li>a. an application, filed <b>20 September 2019</b>, pursuant to RSC Order 31A, that the Court requires the maker of an affidavit subpoenaed to attend for cross-examination (RSC Order 31A Rule 18(2)(k));</li> <li>b. an application, filed <b>17 May 2019</b>, for an order giving leave to serve on the Defendant interrogatories supported by Affidavits, filed <b>8 November, 3</b></li> </ul> | pending            | No delay caused |

|  |         |                 |
|--|---------|-----------------|
| <p><b>December 2018</b> and <b>4 January 2019</b>);<br/>and</p> <p>c. an application to cross-examine Renate Raeber and George Maillis, filed <b>7 January 2019</b>;</p> <p>10. an order for a separate trial of the issues specified in the Notice of application, pursuant to Part 26.1(2)(e) of the CPR, filed on <b>7 July 2023</b> (united with:</p> <p>a. an application, filed <b>11 June 2018</b>, for summary judgment under Order 14 of the old Rules of the Supreme Court (“RSC”) for the reliefs claimed in certain claims of the Statement of Claim; and</p> <p>b. an application, filed <b>20 September 201</b>, that the Court decides the order in which issues are to be tried (RSC Order 31A Rule 18(2)(e)); directs a separate trial of any issue (RSC Order 31A Rule 18(2)(f)); dismisses or gives judgment on a claim after a decision on a preliminary issue (RSC Order 31A Rule 18(2)(i)); or takes any other step or makes any other order for the purpose of managing the case and ensuring the just resolution of this case (RSC Order 31A Rule 18(2)(s));</p> | pending | No delay caused |
| <p>11. an order requiring the Defendant to pay money into court, pursuant to Part 26.1(4)(d) of the CPR, filed <b>7 July 2023</b> (united with an application, filed <b>17 September 2019</b>, for the payment of \$11,281,645.00);</p>  | pending | No delay caused |
| <p>12. a costs capping order of the whole litigation limiting the amount of future costs pursuant to Parts 72.10 and 72.11 of the CPR, filed <b>7 July 2023</b>;</p>   | pending | No delay caused |
| <p>13. leave to appeal from the Order of this Court dated <b>14 July 2023</b>, filed <b>26 July 2023</b>;</p>  | refused | Heard for ½ day |
| <p>14. an order (i) Lena Bonaby, be cross-examined; and (ii) an Appraisal Report prepared by George Maillis upon request of the Plaintiff, be</p>  | pending | No delay caused |

|   |         |  |
|---|---------|--|
| struck out, filed <b>20 September 2023</b> ;  |         |  |
| 15. judicial recusal, filed <b>14 November 2023</b> ;   | refused | No delay caused  |
| 16. leave to appeal from the Orders of this Court dated <b>8 and 11 December 2023</b> filed <b>21 December 2023</b> ; | pending | No delay caused  |
| 17. an Order setting aside the Order for possession dated <b>23 March 2015</b> filed <b>21 February 2024</b> .        | pending | No delay caused  |
| A total of 17 applications (including those combined)   |         | 1 day of hearings combined. There was no delay in the trial. |

| Applications by the Defendant UBS (Bahamas) Ltd and Defendant UBS AG for                             | Status  | Consequences  |
|--|---------|---|
| 1. an Order and declaration, pursuant RSC Order 31, filed <b>7 November 2018</b> ;                   | refused | Delay for 4 months, until <b>5 March 2019</b> <sup>1</sup>                    |
| 2. leave to amend its Defence which was filed on 28 November 2017, filed <b>7 November 2018</b> ;    | granted | Delay for 1 month, until <b>14 December 2018</b>                              |
| 3. further and better particulars of the Claimants' Statement of Claim, filed <b>17 April 2019</b> ; | refused | Dealy for 5 years, until <b>8 May 2024</b> <sup>2</sup>                       |
| 4. other date of trial, filed <b>31 July 2019</b> ;  | granted | Loss of trial days scheduled for the week commencing <b>23 September 2019</b> |

<sup>1</sup> Please see — the Supreme Court Ruling dated **5 March 2019**, at the Conclusion:

*"In all the circumstance therefore I will defer from granting the relief sought by UBS at this time. I will however, revisit the issue if the trial does not proceed as scheduled in September [2019]. I make no order as to costs."* (Ellipsis, underline added, some cites omitted)

<sup>2</sup> Please see — the Supreme Court Ruling dated **8 May 2023**, which reads at paragraph 32:

*"32. The delay caused thereby has deprived the Plaintiffs [Appellants] of a trial date and to make an order in the Defendant's favour would only further delay the trial. The Court will in no way intervene causing the further expense and incurred by the Plaintiffs have already been prejudiced by the [Respondent's] application and the time it has taken to have the matter finally determined."* (Square brackets, underline added, some cites omitted)

|   |  |  |
|---|--|--|
| <p>5. an Order and declaration, pursuant RSC Order 31, filed <b>27 July 2021</b>;</p> <p>6. the Default Judgment filed by <i>pro se</i> Claimants <b>17 April 2024</b>, be set aside, filed <b>23 April 2024</b>.</p> | <p>decision adjourned</p> <p>pending</p> | <p>Heard for a day and ½</p> <p>No delay caused</p>  |
| <p>A total of 6 applications</p>  |  | <p>The total delay caused is 5 years and 5 months and loss of trial days as scheduled by the Court</p> |


1. I duly authorised by the First and Second Claimants to make a proposal to adjourn disposition of all *pro se* Claimants’ applications, except the applications on which decision is adjourned, until the trial of this case (“Case Management Conference Proposal”) in exchange for the Court granting:
  - (i) on **24 June 2024** commencing at **2:00 pm**, the Case Management Conference instead of a hearing for directions on the remaining pending applications, filed as of July 2023; and
  - (ii) a stay of the proceedings on all other applications filed by the parties.
2. This Proposal is made in good faith in order to avoid duplication of litigation, further the judicial efficiency and save costs.

**The Jurat**

3. Unless otherwise stated the contents of this Affidavit are stated from my own knowledge, and I declare that the information stated in this Affidavit is true and correct.

SWORN to at New Providence, The Bahamas)

This 6 day of **May, 2024**)

  
 Before Me  
**DESIGNATED CLERK**  
 NOTARY OF THE  
**SUPREME COURT**  
**COMMONWEALTH OF THE BAHAMAS**

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

**Claim No.01620 of 2014 and Claim No.01451 of 2015**

(Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules, 2022 (CPR))

In the Matter of the Securities Industry Act, 2011.

In the Matter of the Companies Act, 1992, as amended by the Companies (Winding-Up Amendment) Act, 2011.

In the Matter of the Fraudulent Dispositions Act, 1991.

In the Matter of the Penal Code, 1927.

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
UBS AG (A SWISS BROKER),  
KEVIN LEE PRICE,  
THIBAUD HALEWYCK,  
GEORGE MAILLIS,  
MARCO TURNQUEST,**

Defendants.

---

**AFFIDAVIT — SUMMARIZED AND EVIDENCE OF FRAUD**

---

Filing Parties: Junkanoo Estates Ltd,  
Yuri Starostenko *pro se*,  
Irina Tsareva-Starostenko *pro se*.

Address and Contact Information:  
C/o PrideRock Corporate Centre,  
11 East Street, Nassau,  
New Providence,  
The Bahamas.

E-mail address: [irastaro@gmail.com](mailto:irastaro@gmail.com)

Cell Phone No.: +1-242-817-4372

*Filed on behalf of the Claimants in this action*





In the Commonwealth of The Bahamas  
 In the Supreme Court  
 Common Law and Equity Division

Exhibit 14

**Claim No.01620 of 2014 and Claim No.01451 of 2015**  
 consolidated by Order of the Judge dated 4 November 2015, as amended under Rules  
 19.2(1) and 19.2(2) of the Civil Procedure Rules, 2022 (CPR))

In the Matter of the Securities Industry Act, 2011.

In the Matter of the Companies Act, 1992, as amended by the Companies (Winding-Up Amendment)  
 Act, 2011.

In the Matter of the Fraudulent Dispositions Act, 1991.

In the Matter of the Penal Code, 1927.

Between:

**JUNKANOO ESTATES LTD,  
 YURI STAROSTENKO,  
 IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
 UBS AG (A SWISS BROKER),  
 KEVIN LEE PRICE,  
 THIBAUD HALEWYCK,  
 GEORGE MAILLIS,  
 MARCO TURNQUEST,**

Defendants.

**AFFIDAVIT — SERVICE OF THE CLAIM FORM AND STATEMENT OF CLAIM ON  
 THE DEFENDANT UBS AG (A SWISS BROKER) (CPR Rule 12.4(a)) — DEFAULT TO  
 FILE AN ACKNOWLEDGMENT OF SERVICE (CPR Rule 12.4(b)(i))**

1. This is an Affidavit of Service outlining compliance with the conditions of **CPR Rule 12.4** as to evidence to be filed proving service of the claim form and statement of claim on the Defendant **UBS AG (A SWISS BROKER) (CPR Rule 12.4(a))** and that the Defendant **UBS AG (A SWISS BROKER)** has not filed an acknowledgement of service (**CPR Rule 12.4(b)(i)**).
2. I, Irina Tsareva-Starostenko, of the Western District of the New Providence Island, one of the Islands of the Commonwealth of The Bahamas, one of the above Claimants, depose hereto.

**Evidence of Service**

3. The relevant facts showing the service of the claim form and statement of claim on the Defendant **UBS AG (A SWISS BROKER)** are, as follows:

- a. On **22 January 2024**, the Defendant UBS AG (A SWISS BROKER) was registered under the Companies Act, 1992,<sup>1</sup> as a foreign company. A copy of the UBS AG Certificate of Registration under **Section 174(1) of the Companies Act, 1992** dated **22 January 2024**, is now produced and shown to me, marked as **'Exhibit 1'**.
- b. According to Company Profile from the Registrar General's Department the Defendant UBS AG (A SWISS BROKER) has:
  - i. (a)Registered Agent, CREDIT SUISSE, NASSAU BRANCH-WEALTH MGT., with Agent Number: 1014 and Agent Address: 4th Fl Bahamas Financial Centre, P.O. Box N-4801, Nassau, Bahamas; and
  - ii. (b)Registered Office: 4th Fl Bahamas Financial Centre, P.O. Box N-4301, Nassau, Bahamas.

A copy of the UBS AG Company Profile from the Registrar General's Department is now produced and shown to me, marked as **'Exhibit 2'**.

- c. On **28 February 2024**, at **12:23 PM**, I, accompanied by another Claimant Yuri Starostenko, served on the Defendant UBS AG (A SWISS BROKER) the Standard Claim Form (Amended) in Form G3 issued under **CPR Rules 8.1(1)(a) and 8.1(5)**, dated **19 February 2024** and e-filed **21 February 2024** for the case **2015/CLE/GEN/1451, Junkanoo Estates Ltd et al. v. UBS (BAHAMAS) LTD (IN VOLUNTARY LIQUIDATION) et al.**, and the Statement of Claim, filed **14 November 2017**, "*by leaving the same*"<sup>2</sup> at the Defendant UBS AG (A SWISS BROKER)'s Registered Office at 4th Floor, Bahamas Financial Centre, Nassau, Bahamas, namely, inside the receptionist's office and a sitting room of the Defendant UBS AG (A SWISS BROKER)'s Registered Agent, CREDIT SUISSE, NASSAU BRANCH-WEALTH MNG., at 4th Fl Bahamas Financial Centre, Nassau, Bahamas. Copies of one of the two original Certificates of Service compiled by Yuri Starostenko on the spot with attached photographs of the place of service inside Bahamas Financial Centre building at 1st Flour, while signing in, and at 4th Flour, inside the receptionist's office and a sitting room of CREDIT SUISSE, NASSAU BRANCH-WEALTH MNG., while serving, containing images of the documents served, of Yuri Starostenko and of myself, certifying that documents specified in the Certificate of Service have been served on the Defendant UBS AG (A SWISS BROKER) "*by leaving the same*" "*at its registered office*" at 4th Fl Bahamas Financial Centre, Nassau, Bahamas are now produced and shown to me, marked collectively as **'Exhibit 3'**.

---

<sup>1</sup> See Sections 173 to 176 of the Companies Act, 1992.

<sup>2</sup> A method codified by the Statute of The Bahamas in Section 23 of the Companies Act, 1992:

*"23. Any writ, notice, order or other document required to be served upon a company may be served by leaving the same, or sending it through the post in a prepaid letter, addressed to the company at its registered office".*

**Evidence of Default**

- 4. The relevant facts that the Defendant UBS AG (A SWISS BROKER) has not filed an acknowledgement of service are, as follows:
  - a. On **21 March 2024**, I attended at the Supreme Court Registry and inspected the Court's file in this action.
  - b. Based upon my observations during the inspection, I found and certify that no acknowledgment of service in Form G9 containing a notice of intention to default in accordance with **CPR Part 9** was filed by or on behalf of the Defendant UBS AG (A SWISS BROKER).
  - c. The inspections revealed that, on the date of inspection, the Defendant UBS AG (A SWISS BROKER) has failed to file an acknowledgement of service, and the time period for filing an acknowledgement of service under **CPR Rules 9.3 and 8.22(1)(a)** has expired on **14 March 2024** and, therefore, the Claimants may enter a default judgment against the Defendant UBS AG (A SWISS BROKER) under **CPR Part 12**.

**The Belief**

- 5. I believe that the ends of justice would be served by the entry of a default judgment against the Defendant UBS (BAHAMAS) LTD (IN VOLUNTARY LIQUIDATION), together with imposing interest and fixed costs.

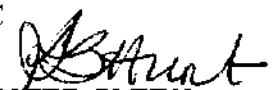
**The Jurat**

- 6. I depose hereto on the basis of my personal knowledge of the matters referred to and I declare that, unless otherwise stated, the content thereof is, to the best of my knowledge, information and belief, true and correct.

SWORN TO at New Providence, The Bahamas)

THIS <sup>82</sup>21 day of March, 2024) \_\_\_\_\_

BEFORE ME,  
NOTARY PUBLIC

  
**DESIGNATED CLERK**  
 OF THE  
 SUPREME COURT  
 COMMONWEALTH OF THE BAHAMAS

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

**Claim No.01620 of 2014 and Claim No.01451 of 2015**

(Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules, 2022 (CPR))

In the Matter of the Securities Industry Act, 2011.  
In the Matter of the Companies Act, 1992, as amended by the Companies (Winding-Up Amendment) Act, 2011.  
In the Matter of the Fraudulent Dispositions Act, 1991.  
In the Matter of the Penal Code, 1927.

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
UBS AG (A SWISS BROKER),  
KEVIN LEE PRICE,  
THIBAUD HALEWYCK,  
GEORGE MAILLIS,  
MARCO TURNQUEST,**


Defendants.

**CERTIFICATE**

I hereby certify that the exhibits referred to and marked as 'Exhibit 1', 'Exhibit 2' and 'Exhibit 3' in this Affidavit are sworn herein.

Tues <sup>21<sup>st</sup></sup> day of March, 2024.

BEFORE ME,  
NOTARY PUBLIC

  
**DESIGNATED CLERK  
OF THE  
SUPREME COURT  
COMMONWEALTH OF THE BAHAMAS**

*Perloff 1*



*Commonwealth of The Bahamas*

COMPANIES ACT, 1992  
(No. 18 of 1992) Section 174(1)

*Certificate of Registration*

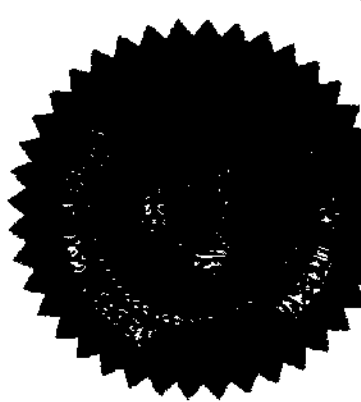
NO. 65962

UBS AG

*I, SIMON C. ROLE, Acting Assistant Registrar General of the Commonwealth of The Bahamas, do hereby certify, pursuant to the Companies Act, 1992 (No. 18 of 1992) that all the requirements of the said Act in respect of registration have been satisfied, and that*

UBS AG

*is registered in the Commonwealth of The Bahamas as a Foreign Company  
this 22nd day of January, 2024.*



*Given under my hand and seal at  
In the Commonwealth of The Bahamas*

*[Signature]*

Acting Assistant Registrar General

# Company Profile

Company Name: **UBS AG** Company Number: **65962**  
 Company Type: **Foreign Registration**  
 Name Reservation Date: **18-01-2024** Incorp. Date: **22-01-2024** Reg. Date:  
 (Blank = Active) Company Sub-Type Code:  
 Registered Agent: **1014** **CREDIT SUISSE, NASSAU BRANCH-WEALTH MGT.**  
 Agent Address: **4TH FL BAHAMAS FINANCIAL CENTRE**  
**P. O. BOX N-4801 NASSAU, BAHAMAS**

Registered Office: **4TH FL BAHAMAS FINANCIAL CENTRE P. O. BOX N-4801 NASSAU, BAHAMAS**

Mailing Address: (If not agent addr or Registered Office)

Nature of Business:

## Dates

|                         |                                  |
|-------------------------|----------------------------------|
| Commenced Business:     | Ceased Business:                 |
| Struck Off:             | Restored:                        |
| Amalgamated:            | Cancelled:                       |
| Intent to Dissolve:     | Dissolved:                       |
| Continued:              | Discontinued:                    |
| Terminated:             |                                  |
| Intent to Resign:       | First Gazette Notice:            |
| Agent Resigned:         | Last Company Return:             |
| Re-Registration:        | Amendment to M/A:                |
| Agent Internal #:       | Number of Shares:                |
|                         | Type of Shares Allowed: <b>R</b> |
| Capital, Base Currency: | N=No Par Shares: <b>N</b>        |
| Currency if not Base:   | Cap \$ if not Base:              |
|                         | ParV:                            |

*[Handwritten Signature]*  
2024-08-02

# Certificate of Service

of legal documents in the proceedings on **UBS AG**, a foreign company that is registered under the Companies Act, 1992,<sup>1</sup>

in consolidated Civil Action No.01620 of 2014 and No.01451 of 2015 (Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rules 19.2(1) and 19.2(2) of the Civil Procedure Rules (CPR)) **Junkanoo Estates Ltd et al. vs UBS (Bahamas) Ltd (in Voluntary Liquidation) et al.**

served on **CREDIT SUISSE, NASSAU BRANCH-WEALTH MNG.**, a registered office of **UBS AG** in The Bahamas under section 181 of the Companies Act, 1992, at its place of business:<sup>2</sup>

4th Floor,  
Bahamas Financial Centre,  
P.O. Box N-4801,  
Nassau, The Bahamas

*Item 1. Standard Claim Form (Amended) in Form G3*

*Item 1. Statement of Claim, filed in this action 14 November 2017*

Received by Ms. Larkley Mrs. Wilkerson

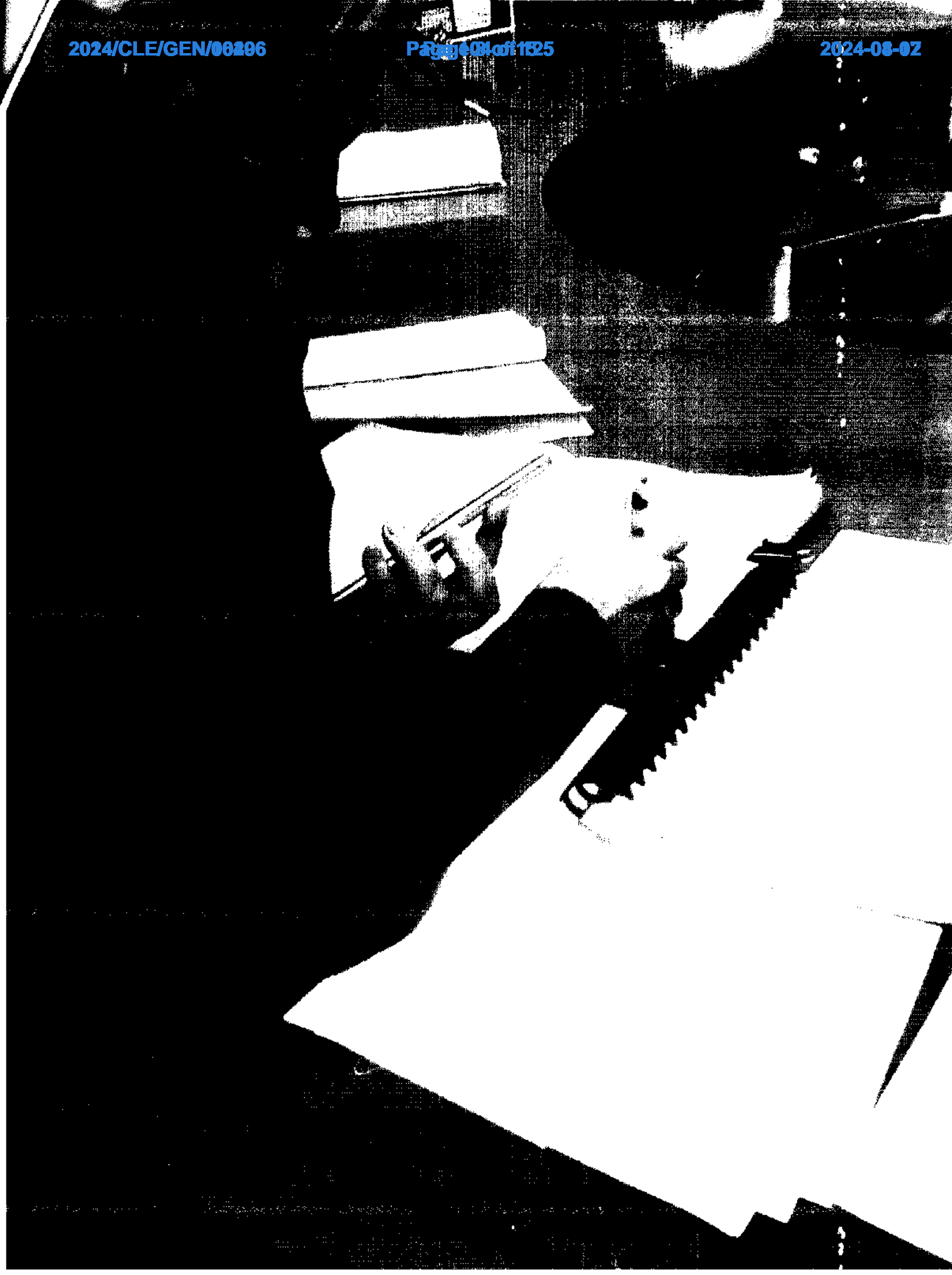
On the 28 February 24 at 12:23  
Date Time

E-mail for further service: \_\_\_\_\_

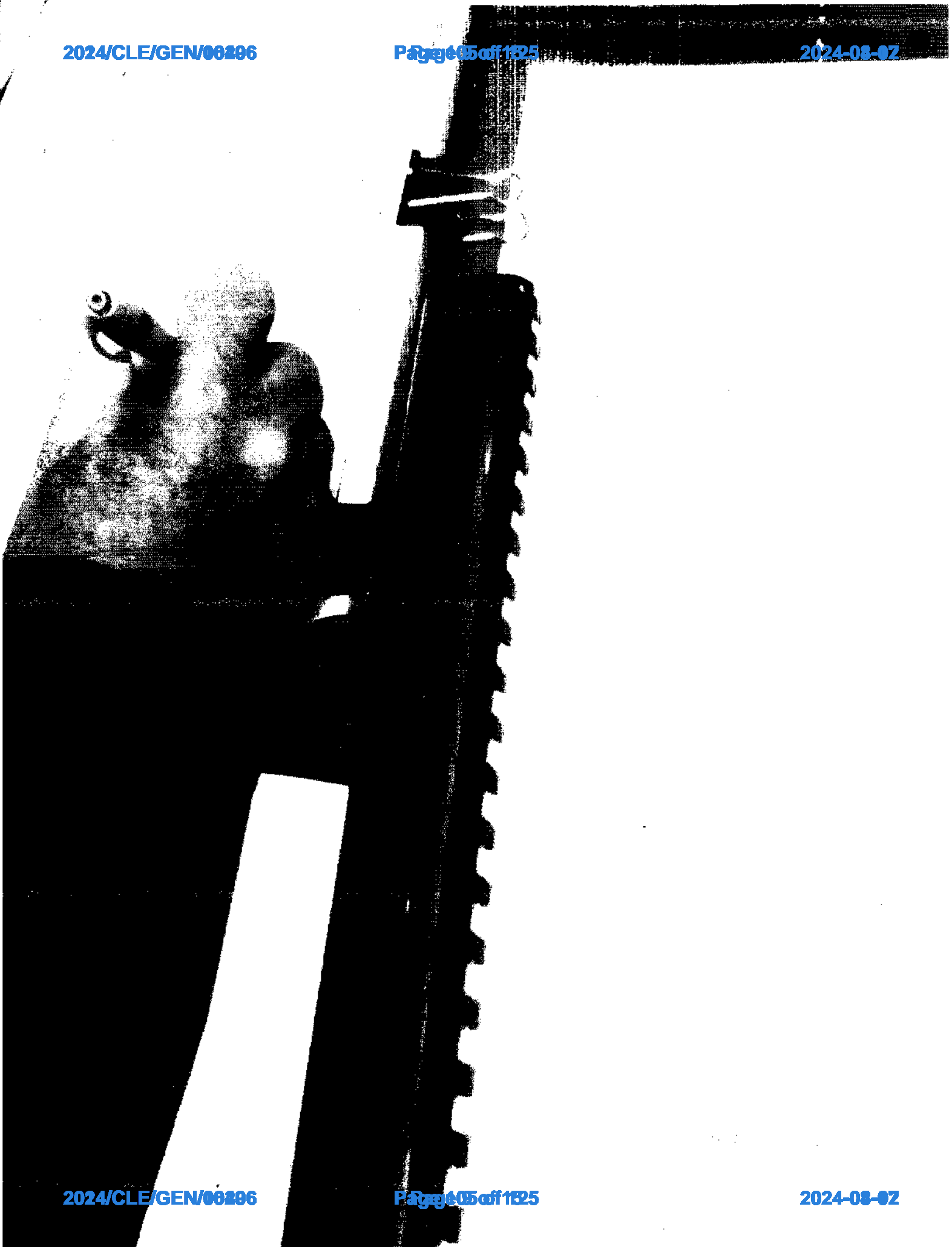
<sup>1</sup> See sections 173 to 176 of the Companies Act, 1992.

<sup>2</sup> A method codified by the statute of The Bahamas in section 23 of the Companies Act, 1992:

*"23. Any writ, notice, order or other document required to be served upon a company may be served by leaving the same, or sending it through the post in a prepaid letter, addressed to the company at its registered office".*









### Certificate of Service

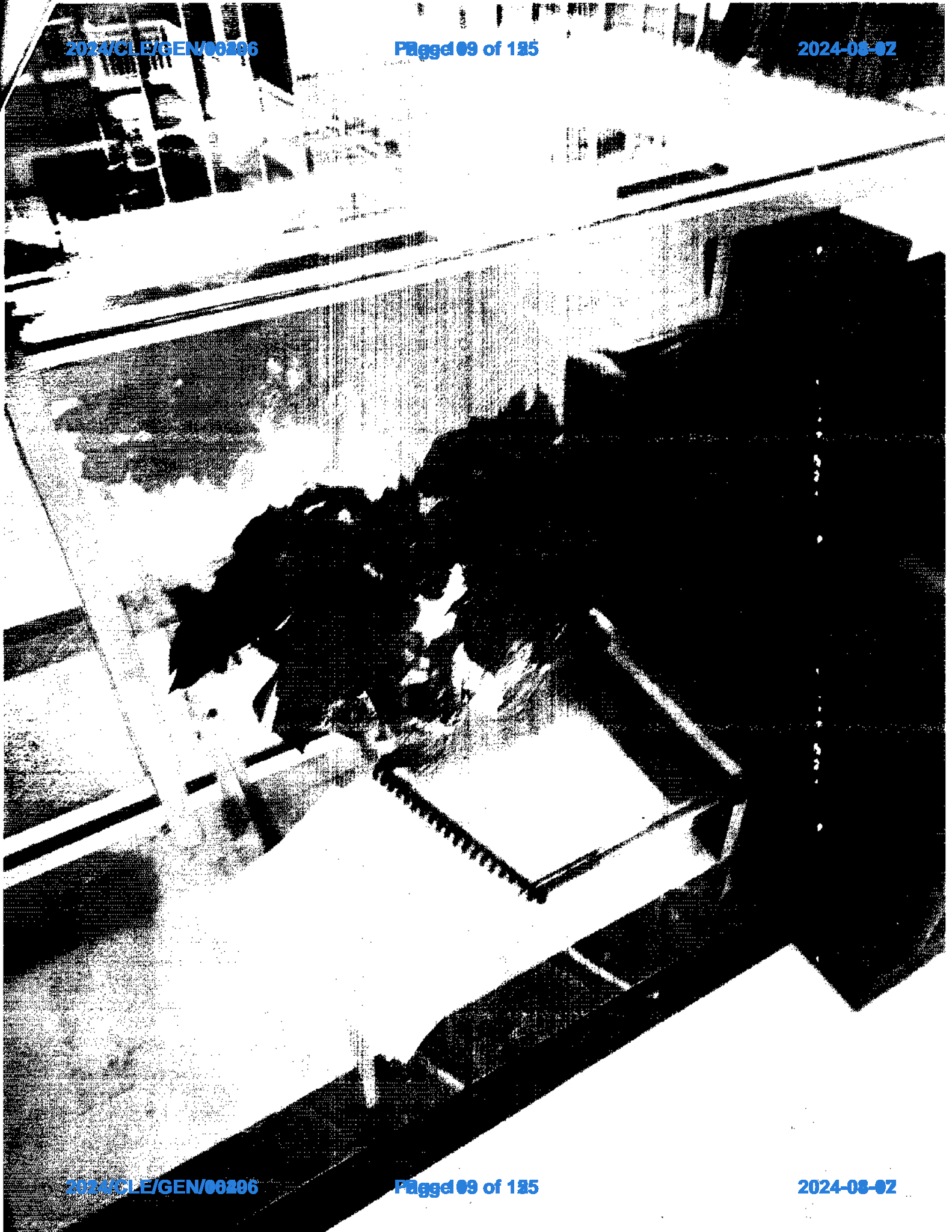
I, the undersigned, being a duly qualified and admitted member of the Florida Bar, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and the seal of the Florida Bar, this 2nd day of August, 2024.

\_\_\_\_\_  
 Florida Bar, 2024-08-02









In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

**Claim No.01620 of 2014 and Claim No.01451 of 2015**

(Actions consolidated by Order of the Judge dated 4 November 2015, as amended under Rule :  
19.2(1) and 19.2(2) of the Civil Procedure Rules, 2022 (CPR))

In the Matter of the Securities Industry Act, 2011.

In the Matter of the Companies Act, 1992, as amended by the Companies (Winding-Up Amendment)  
Act, 2011.

In the Matter of the Fraudulent Dispositions Act, 1991.

In the Matter of the Penal Code, 1927.

Between:

**JUNKANOO ESTATES LTD,  
YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**UBS (BAHAMAS) LDT (IN VOLUNTARY LIQUIDATION),  
UBS AG (A SWISS BROKER),  
KEVIN LEE PRICE,  
THIBAUD HALEWYĆK,  
GEORGE MAILLIS,  
MARCO TURNQUEST,**

Defendants.

**AFFIDAVIT — SERVICE OF THE CLAIM FORM AND STATEMENT OF CLAIM ON  
THE DEFENDANT UBS AG (A SWISS BROKER) (CPR Rule 12.4(a)) — DEFAULT TO  
FILE AN ACKNOWLEDGMENT OF SERVICE (CPR Rule 12.4(b)(i))**

Filing Parties: Junkanoo Estates Ltd,  
Yuri Starostenko *pro se*,  
Irina Tsareva-Starostenko *pro se*.

Address and Contact Information:  
C/o PrideRock Corporate Centre,  
11 East Street, Nassau,  
New Providence,  
The Bahamas.

E-mail address: [irastaro@gmail.com](mailto:irastaro@gmail.com)  
Cell Phone No.: +1-242-817-4372

*Filed on behalf of the Claimants in this action*



In the Commonwealth of The Bahamas  
 In the Supreme Court  
 Common Law and Equity Division

Claim No.01240 of 2018  
 (As amended by Orders of the Court dated 8 March 2023,  
 16 October 2023, 1 November 2023 and 1 November 2023)

Exhibit 15

Between:

**YURI STAROSTENKO,  
 IRINA TSAREVA-STAROSTENKO,**

Claimants,

And

**MIQUEL KNOWLES,**

Defendant.

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**ORDER**

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**DATED** the 22nd day of November, 2023.

**BEFORE** Mr. Edmund Turner, the Deputy Registrar of the Supreme Court of The Bahamas.

**UPON APPLICATION** for the Court to determine the terms of the default judgment under paragraphs (1)(c)(ii) and (4) of Part 12.9 of the Supreme Court Procedure Rules, 2022 (the "CPR") which need not be on notice, but must be supported by evidence on affidavit.

**UPON READING** the Affidavit of Yuri Starostenko filed on 16 October 2023.

**UPON HEARING** the Claimants *Pro se*.

**AND UPON DUE CONSIDERATION** of the provisions of Part 12 of the CPR.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

1. It is adjudged that Judgment for failure to file an acknowledgment of service, requiring the Defendant MIQUEL KNOWLES to pay the combined value of the goods, damages and interest to be decided by the Court, be entered against the Defendant MIQUEL KNOWLES under CPR Rules 12.9(1)(a)(ii), 12.9(1)(c)(ii), 12.9(4) and 12.10(2), is well taken by default pursuant to the current law in that the Claimants proved:

(a)service of the Writ of Summons issued by this Court in this action on 23 October 2018 endorsed with the claim against the Defendant MIQUEL KNOWLES (the "Writ"), the validity of which was extended to 23 September 2023 by Order of the Court dated 8 March 2023, on law firm Lennox Paton under Order of the Court dated 13 December 2021 for the substituted service of the Writ on the Defendant MIQUEL KNOWLES deemed to be good and sufficient service of the claim form and statement of claim on the Defendant MIQUEL KNOWLES;



(b)that no acknowledgment of service giving notice of intention to defend in accordance with Part 9 of the CPR was filed by or on behalf of the Defendant MIQUEL KNOWLES;

(c)the Defendant MIQUEL KNOWLES not satisfied any part of the claim on which the Claimants seek judgment; and

(d)the period for filing an acknowledgement of service under CPR Part 9.3 had expired on 5 April 2023.

2. Final Judgment is therefore entered against the Defendant MIQUEL KNOWLES in the assessed amount of Eighty Nine Thousand Seven Hundred Twenty Three Dollars (\$89,723.00).
3. The do pay to the Claimants the Final Judgment amount, together with post-judgment interest at the statutory rate of 6.25% per annum, equating to Fifteen Dollars Thirty Six Cents (\$15.36) per day, pursuant to the Civil Procedure (Award of Interest Act) 1992 from the date of Final Judgment until payment in full.
4. This Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment Order.
5. No costs are awarded.

BY ORDER OF THE COURT

 24/11/2023  
REGISTRAR

This Order was drawn up by Yuri Starostenko *Pro se*, c/o PrideRock Corporate Centre, 11 East Street, Nassau, New Providence, The Bahamas. Email: [irastaro@gmail.com](mailto:irastaro@gmail.com) The Claimant.

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Between:

**YURI STAROSTENKO,  
IRINA TSAREVA-STAROSTENKO,** Claimants,

And

**MIQUEL KNOWLES,** Defendant.

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**ORDER**

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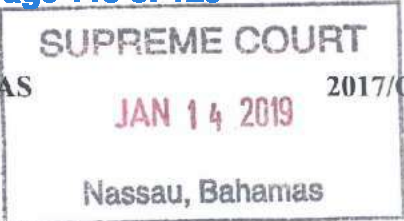
(As amended by Orders of the Court dated 8 March 2023,  
16 October 2023, 1 November 2023 and 1 November 2023)



YURI & IRINA STAROSTENKO *Pro se*

C/o PrideRock Corporate Centre,  
11 East Street, Nassau,  
New Providence, The Bahamas.  
Email: [irastaro@gmail.com](mailto:irastaro@gmail.com)  
Cell: 817-4372

*Claimants in this action*



2017/CLE/gen/No.01327

Exhibit 16

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

BETWEEN

YURI STAROSTENKO

First Plaintiff

IRINA STAROSTENKO

Second Plaintiff

AND

LUCAYAN HOLDINGS (1995) LTD

First Defendant

PETER ENNS

Second Defendant

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**JUDGMENT IN DEFAULT**

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**NO DEFENCE** had been served on any of the Plaintiffs before the expiration of 14 days after the time limited for appearing or after the Statement of Claim was served on both Defendants, and there is no leave to the contrary given by the Court.

**IT IS THIS DAY ADJUDGED** that the First and Second Defendants, jointly and severally, do pay the First and Second Plaintiffs the sum of \$89,131.38.

**DATED** this 14th day of January A.D., 2019.

This Judgment was drawn up by the First Plaintiff, Yuri Starostenko, *pro se* C/o PrideRock Corporate Centre, 11 East Street & Bay Street, Nassau, The Bahamas.

COMMONWEALTH OF THE BAHAMAS  
IN THE SUPREME COURT  
COMMON LAW AND EQUITY SIDE

BETWEEN

YURI STAROSTENKO

First Plaintiff

IRINA STAROSTENKO

Second Plaintiff

AND

LUCAYAN HOLDINGS (1995) LTD

First Defendant

PETER ENNS

Second Defendant

---

JUDGMENT IN DEFAULT

---

2017

CLE/gen/No.01327



YURI & IRINA STAROSTENKO, *pro se*

C/o PrideRock Corporate Centre

Suite 202, 11 East Street & Bay Street

Nassau, The Bahamas



HEALTH OF THE BAHAMAS  
 SUPREME COURT  
 Division

2024/COM/bnk/No.

Exhibit 17

COMPANIES ACT (“Act”), Chapter 308, as amended by the  
 Winding Up Amendment Act, 2011), Statute Laws of The Bahamas;

IN THE MATTER OF THE INTERNATIONAL BUSINESS COMPANIES ACT (“IBC Act”),  
 Chapter 309, Statute Laws of The Bahamas;

AND

IN THE MATTER OF a Statutory Demand dated 28 June 2024 under Section 94<sup>1</sup> of the IBC Act  
 (“Statutory Demand”).<sup>2</sup>

BETWEEN

Yuri Starostenko in his capacity as a director of Junkanoo Estates Ltd.,

Applicant,

AND

UBS (Bahamas) Limited (In Voluntary Liquidation),

Respondent.

---

**PETITION**

To set aside the Statutory Demand (Section 189(1) of the Act)

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To the Supreme Court

*The humble petition of Junkanoo Estates Ltd., the Company, shows as follows:*

1. The Company was incorporated under the IBC Act on 19 December 2007 under the current name, with registration number 151752 and its registered office is c/o Sears & Co., 10 Market Street, Nassau, New Providence, The Bahamas.
2. In January 2008, Yuri Starostenko and Irina Tsareva provided a loan to the Company in the amount of US\$2,313,226.13 through their family's Five Stars (Bahamas) Foundation for the purchase of a residential real estate property located in the prestigious community of Lyford Cay known as Jazz House (“Residential Premises”)<sup>3</sup> for a consideration of US\$2,160,000.00 according to Instrument Data Form submitted for lodging on 5 June 2008 with the Registrar General’s Department for record of the Indenture of Conveyance from Anthony Armstrong Robinson and Christine Maria Robinson (his wife) to Junkanoo Estates Ltd. and expenses of US\$153,226.13 according to purchase completion statements by Cheryl E. Bazard Law Chambers dated 11 January 2008 and Sears & Co. dated 25 January 2008. Since then, The Residential Premises was to be intended to be occupied by Yuri Starostenko and Irina Tsareva and their family let under a

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<sup>1</sup> See the IBC Act which reads at pages 4 and 63: “94. Repealed. 59 of 2011, s. 2.”

<sup>2</sup> See Order 2, rule 2 of the Companies Liquidation Rules, 2012, as to form and content of statutory demand.

<sup>3</sup> ALL THAT piece parcel or lot of land situate in the Western District of the said Island of New Providence one of the Islands of the Commonwealth of The Bahamas being Lot Number Five (No.5) in Block Number Seven (No. 7) of the Number One (No.1) Subdivision of Lyford Cay.

tenancy granted to them within the meaning of the Conveyancing and Law of Property Act, which provided a term of years for their joint lives and life of the survivor and the exclusive possession, management, and control, which enabled them to exclude strangers, and the fine for that grant was their moneys to be paid for or invested in the Residential Premises, or any other benefit in the nature of a fine.

3. In **July 2012**, the Respondent, acting through its officers, its website, its product brochure called "*Introducing the UBS Real Estate Collateralized Loan (RECL)*" and the Terms and Conditions of UBS (Bahamas) Ltd. ("Terms and Conditions"), offered to the Company:
  - a. a wide range of financial products and services, including investing and online trading with instant execution of trading orders on the U.S. national exchanges, which would be carried out exclusively through electronic trading facilities of UBS AG, a swiss broker, holding **99.999975%** of the issued shares in the Respondent; and
  - b. a loan for a term up to five (5) years with full repayment of the outstanding principal and interest due on maturity, where:
    - i. half of the borrowed funds will be used by the Company for the purposes of investing and online trading with instant execution of trading orders on the U.S. national exchanges;
    - ii. the Company will pay interest quarterly, while no payments on the principal will be made during the term of the loan;
    - iii. the Company will grant a real estate mortgage the purpose of which will be strictly subordinated to the Company's investing and online trading with instant execution of trading orders on the U.S. national exchanges.
4. On **18 July 2012**, Yuri Starostenko and Irina Tsareva signed on behalf of the Company the Account Application for Entities, which formed a financial services contract between the Respondent, undersigned on **10 August 2012**, and the Company, whereby the Company was enabled by the Respondent to take positions in the Derivative products and the U.S. Securities using the loan proceeds.
5. On or about **13 August 2012**, the Company opened a corporate account with UBS (Bahamas) Limited numbered **32377** ("account 32377").
6. On **23 August 2012**, the Respondent made to the Company a written offer through a Commitment to Finance Letter dated the same day ("Commitment to Finance"), which formed a financial services contract between the Respondent and the Company, whereby the Respondent agreed to provide the Company with:
  - a. a credit facility in the amount of **USDS1,400,000.00** ("Facility Amount") at the interest rate of **4.02** per cent per annum ("Credit Facility");
  - b. a trading/investment capital in the amount of **USDS700,000.00** pursuant to the "**Minimum invested assets under management**" and "**Purpose**" clauses, which read: "*The higher of USD\$500,000 (net of any Lombard financing) or 50% of the Facility Amount*";
  - c. the term of the credit facility for a period of 5 years pursuant to the "**Term**" clause, which reads: "*The Term of the facility shall be 5 years 0 months*".

7. On **18 September 2012**, as security for repayment of the indebtedness arising under and pursuant to the Credit Facility, the Company granted the Respondent a Mortgage (“Mortgage”) over the Residential Premises the value of which was increasing steadily since **2012** according to the valuations prepared by duly licensed Certified Appraisers, as follows:
  - a. **\$2,800,000.00** (Appraisal Report dated **20 August 2012**);
  - b. **\$3,355,000.00** (Appraisal Report dated **29 April 2016**);
  - c. **\$3,684,000.00** (Appraisal Report dated **26 December 2016**);
  - d. **\$3,417,939.00** (Opinion of Value dated **25 September 2023**); and
  - e. **\$3,655,375.00** (Opinion of Value dated **7 December 2023**).
8. On **28 September 2012**, the Respondent provided the Company with a loan on the terms contained in the Commitment to Finance.
9. From **29 September 2012** to **11 June 2013**, there was total inactivity on the Company’s account **32377** resulting from the failure to render financial services by the Respondent for these eight (**8**) months and (**15**) fifteen days.
10. In **August 2013**, the Company had made net profit of **US\$30,694.00**, and the Respondent made two (2) compensation payments to the Company in the total amount of **US\$3,110.00<sup>4</sup>** for loss of profits resulting from the rendering of or the failure to render financial services by the Respondent.
11. On **18 September 2013**, the Company demanded compensation for loss of profits in the amount of **USD\$125,000.00** resulting from the rendering of or the failure to render financial services by the Respondent, and the Respondent failed to compensate the Company.
12. From **September 2013** to **April 2014**, certain officers, agents and attorney of the Respondent had conspired to bring about the collapse of the Company by engineering an alleged “*default*” of terms of the “**Minimum invested assets under management**” and “**Purpose**” clauses of the Commitment to Finance, and in payment of interest, ousting the Company from investing and online trading with instant execution of trading orders on the U.S. national exchanges four (4) years before expiration of the term of the loan, as follows.
  - a. On **19 September 2013**, the Respondent without any reasonable ground and in breach of its own Terms and Conditions sent to the Company a “*margin call*” and a “*halt of trading*”, whilst the sum of **US\$589,362.00** was standing to the Company’s credit in the account **32377**.
  - b. On **28 February 2014**, the Respondent without any reasonable ground declared the loan in “*default*” and demanded the Company to pay the principal along with interest and “*breakage penalty*” of **US\$140,000.00** or to vacate the Residential Premises.
  - c. On **7 March 2014**, the Respondent announced in the Nassau Guardian and the Tribune that it is “*winding down the banking side of its operations over the next year*”.

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<sup>4</sup> The Respondent’s two (2) reports showing two (2) compensation payments to the Company in the total amount of **US\$3,110.00** sent by the Respondent (i) on **1 August 2013**, by email timed at **11:59 AM**; and (ii) on **4 September 2013**, by email timed at **5:31 PM**.

- d. On **11 April 2014**, the Respondent without any reasonable ground debited the Company's account **32377** with the sum of **US\$526,323.49** standing to its credit, whereby usurped the Company's money and business opportunities three (3) years and five (5) months before expiration of the five (5) year loan term.<sup>5</sup>
13. On **3 October 2014**, the Respondent without any reasonable ground instituted vexatious legal proceedings in the Supreme Court on a money lending claim against the Company and its guarantors, Yuri Starostenko and Irina Tsareva, in Action No. **01620 of 2014**.
14. On **5 November 2014**, the Respondent without any reasonable ground continued the instituted vexatious legal proceedings in Action No. **01620 of 2014** by making an application for summary judgment seeking possession of the Residential Premises, in violation of both the provisions of Order 1, rule 6<sup>6</sup> of then current Rules of the Supreme Court ("RSC") and common law, based on the Company's alleged "default" in payment of interest and a purported set-off between the Company and the Defendant, which was in fact "breakage penalty" of **US\$140,000.00** initially claimed by the Respondent but then waived.
15. On **19 March 2015**, a member of UBS AG, by passing of a resolution for winding up, had commenced voluntary liquidation of the Respondent under section 211 of the Act and appointed voluntary liquidators in accordance with section 214 of the Act, making the Respondent insolvent and unable to fulfil any of its contractual duties and obligations two (2) years and seven (7) months before expiration of the five (5) year loan term.
16. On **23 March 2015**, in Action No. **01620 of 2014** a summary judgment order was procured by fraud<sup>7</sup> upon the court which was misled by the Respondent's attorney as to material circumstances, resulting in the rendition of such a judgment which would not have been given if the whole conduct of the case had been fair, and an unless order was made dated the same day ("Summary Judgment Order") for the debt claimed<sup>8</sup> or for possession

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<sup>5</sup> "The rich rules over the poor, and the borrower becomes the lender's slave." — Proverbs 22:7.

<sup>6</sup> RSC Order 1, rule 6 which reads:

*"6. Except where the context otherwise requires, references in these Rules to an action or claim for the possession of land shall be construed as including references to proceedings against the Crown for an order declaring that the plaintiff is entitled as against the Crown to the land or to be the possession thereof."*

<sup>7</sup> The Company, together with Yuri Starostenko and Irina Tsareva, made another application to the Supreme Court, filed **21 February 2024**, to have the Order of the Supreme Court dated **23 March 2015**, set aside on the ground that the Respondent obtained the same by fraud.

<sup>8</sup> The Summary Judgment Order reads at page 1, paragraph 1:

*"1. It is adjudged that the Plaintiff do recover against the Defendants the sum of USD\$920,164.87 for principal money and interest, due and owing as of 5<sup>th</sup> December, 2014, secured by the Mortgage dated 1st September, 2012 ("the Mortgage") over Lot 5 in Block Number 7 of the Number 1 Subdivision of "Lyford Cay" in the Western District of New Providence . . .". (Ellipsis added)*



of the Residential Premises,<sup>9</sup> while no real attempt was made to present both the Company and guarantors and the points of their defence were never tested.<sup>10</sup>

17. Before and during the summary judgement hearing before the Supreme Court on 23 March 2015, a certain officer and attorney of the Respondent agreed to bring about a situation which would or might deceive Evans J. performing public duties by filing a fraudulent affidavit and by making false statements at this hearing.
18. On 31 March 2015, the Company's value of assets in respect of which joint voluntary liquidators were appointed was US\$114,816,054.00, including legal fees and other liquidation costs provision US\$3,895,986.00, according the Unaudited Non-Consolidated Statements of Financial Position of UBS (Bahamas) Ltd. which was registered with the Registrar General's Department of The Bahamas on 29 April 2015.
19. On 1 April 2015, the voluntary liquidators delivered a letter to the Registrar General confirming that the voluntary liquidation of the Company was commenced on 1 April 2015 and enclosed the following documents in respect of the Company:
  - a. Shareholders' Resolution dated 19 March 2015;
  - b. Notice of Voluntary Winding Up dated 1 April 2015; and
  - c. Voluntary Liquidators' Consent to Act dated 1 April 2015, but
  - d. no prior approval of the Securities Commission of The Bahamas granted before going into voluntary liquidation.
20. On 16 September 2015, the Company, together with Yuri Starostenko and Irina Tsareva, instituted legal proceedings in the Supreme Court against the Respondent in Action No. 01451 of 2015 for breach of duties, false and fraudulent representations, and for that in reality, the Respondent provided no actual service to the Company's investing and online trading with instant execution of trading orders on the U.S. national exchanges, but its investment services were a massive fraudulent scheme.

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<sup>9</sup> The Summary Judgment Order reads at page 2, paragraph 3:

*"3. Unless the Defendants, within 21 days of the date hereof (i.e. on or before 3<sup>rd</sup> April, 2015) pay to the Plaintiff the sum of USD\$920,164.87 due and owing as of 5<sup>th</sup> December, 2014, together with interest thereon at the rate of USD\$129.82 per day from that date until payment, the Defendants must (1) deliver up vacant possession of the Property to the Plaintiff within 28 days hereof (ie. on or before 21<sup>st</sup> April, 2015). . .". (Ellipsis added)*

<sup>10</sup> The Judgment of the Privy Council given on 3 April 2017 in *Junkanoo Estate Ltd and others (Appellants) v UBS Bahamas Ltd (In Voluntary Liquidation) (Respondent) (Bahamas)* [2017] UKPC 8, Privy Council Appeal No. 0052 of 2016, which reads at paragraph 4, *inter alia*.

*"4. . . "It appears not to have been appreciated that the defence which the defendants wished to raise was not just that the debt was abated by the cross-claim, which might in some circumstances have amounted to an equitable set-off, but that the event of default which was said to have made the debt payable was brought about by UBS's breaches of duty. This may or may not have been a good point, but Counsel's concession meant that that was never decided. Evans J gave judgment for the debt claimed and for possession in default of payment, without prejudice to the defendants' right to pursue their counterclaim." (Some cites omitted, underline added)*

21. On **4 November 2015**, Action No. **01451 of 2015** was consolidated with the Counterclaim in Action No. **01620 of 2014**, and they proceeded as one action under the Supreme Court Order which provided also for the consolidated litigation costs.<sup>11</sup>
22. On **26 April 2019**, Yuri Starostenko on behalf of the Company in his capacity as a director served on the Respondent a statutory demand for payment of **US\$526,323.49**.
23. On **17 May 2019**, the Respondent filed a Petition in Action **COM/bnk/No. 00039 of 2019** to set aside the Company's statutory demand pursuant to Section **189(2)** of the Act on the ground "*that a substantial injustice would be caused if the Statutory Demand is not set aside.*"
24. On **21 May 2019**, the Company filed a Cross-Petition (by way of Originating Application pursuant to ORDER 3, Companies Liquidation Rules, 2012) ("Cross-Petition") in Action **COM/bnk/No. 00039 of 2019**, seeking, *inter alia*, that the Respondent be wound up by or its liquidation be subject to the supervision of the Court.
25. On **28 June 2024**, the Respondent served the Statutory Demand under Section 94 of the IBC Act on the Company at its registered office in New Providence, which called for the Company to pay the sum of **\$1,493,661.65**, which it claims is duly owed to the Respondent.
26. The Statutory Demand specified that if the sum of **\$1,493,661.65** was not paid by the Company to the Respondent within **21 days** of the date upon which the demand was served (or within **19 July 2024**), the Company would be deemed to be insolvent and a winding-up petition might be presented against the Company.
27. The Company is of the view that pursuant to Section 189(1) of the Act this Court shall set aside the Statutory Demand being satisfied that —
  - a. There is a substantial dispute between the Company and the Respondent as to the debt is owing or due because a summary judgment order granted to the Respondent on **23 March 2015** in Action No. **01620 of 2014** ("Summary Judgment Order") was an unless order of the this Court granting two forms of relief that cannot be obtained at the same time because the Summary Judgment Order limited the relief granted to one or another form of relief, one form excluding the other, the boundary between which were clearly demarcated, having different practical effects and posing different questions of reviewability, namely:
    - i. the debt claimed;<sup>12</sup> or

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<sup>11</sup> The Supreme Court Order to consolidate the parties' actions into one action dated **4 November 2015**, which reads in paragraphs 1 and 4:

*"1. Action CLE/gen/No.01451 of 2015 be consolidated with the Counterclaim in Action CLE/gen/No.01620 of 2014 and the said actions do proceed as one action."*

*"4. The costs of all the parties to the above-mentioned actions including herein their costs of and incidental to this application be costs in the said consolidated action."*

<sup>12</sup> The Summary Judgment Order reads at page 1, paragraph 1:

*"1. It is adjudged that the Plaintiff do recover against the Defendants the sum of USD\$920, 164.87 for principal money and interest, due and owing as of 5<sup>th</sup> December, 2014, secured by the Mortgage*

ii possession of the Residential Premises;<sup>13</sup> and, therefore,

execution of the process issued on the Summary Judgment Order obtained in the Court in favour of the Respondent in the proceedings instituted by it against the Company, is returned satisfied in whole once the Summary Judgment Order was fulfilled through delivery of possession sought by the Respondent on 27 February 2018, it had lost its coercive effect, and no further proceedings were necessary because the Respondent had obtained all the relief sought that was available to it under the Summary Judgment Order; and, additionally,

the Summary Judgment Order was appealed and challenged by the Company on several grounds, inclusive the ground that it had been procured by fraud upon the Court perpetrated by the Respondent,<sup>14</sup> the rendition of which would not have been given if the whole conduct of the case had been fair, relying on the legal principle articulated in the judgment of David Steel, J. in *Kuwait Airways v Iraqi Airways* [2005] EWHC 2524 (Comm) considered by the Hon. Sir Michael Barnett, P in the Judgment of the Court of Appeal in *Murphy v Hot Pancakes et al.* - SCCivApp No. 95 of 2020 that “where the original judgment has been unsuccessfully appealed (without knowledge of the alleged fraud) the first instance court in the second action has jurisdiction to set aside both the original first instance judgment and appellate order (s) upholding it.”

- b. The Company has a reasonable prospect of establishing a set-off or counterclaim in an amount greater than the amount specified in the Statutory Demand, in particular, on 14 November 2017, the Company, along with Yuri Starostenko and Irina Tsareva, filed in Consolidated Action No. 01620 of 2014 / No. 01451 of 2015 the Statement of Claim establishing counterclaim (“Statement of Claim”), raising the twelve (12) claims against the Respondent in the total amount of \$11,280,107.00 which is more than seven (7) times greater than the amount of \$1,493,661.65 specified in the Statutory Demand, to which, as this Court found in the Ruling dated 8 May 2023, the Respondent was “hindered” from “mounting its Defence” against the Statement of Claim and it is bound to that position by its pleadings;<sup>15</sup> and

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*dated 1st September, 2012 (“the Mortgage”) over Lot 5 in Block Number 7 of the Number 1 Subdivision of “Lyford Cay” in the Western District of New Providence . . .*. (Ellipsis added)

<sup>13</sup> The Summary Judgment Order reads at page 2, paragraph 3:

*“3. Unless the Defendants, within 21 days of the date hereof (i.e. on or before 3<sup>rd</sup> April, 2015) pay to the Plaintiff the sum of USD\$920,164.87 due and owing as of 5<sup>th</sup> December, 2014, together with interest thereon at the rate of USD\$129.82 per day from that date until payment, the Defendants must (1) deliver up vacant possession of the Property to the Plaintiff within 28 days hereof (i.e. on or before 21<sup>st</sup> April, 2015). . .”*. (Ellipsis added)

<sup>14</sup> The Company, together with Yuri Starostenko and Irina Tsareva, made another application to the Supreme Court, filed 21 February 2024, to have the Order of the Supreme Court dated 23 March 2015, set aside on the ground that the Respondent obtained the same by fraud.

<sup>15</sup> See the Supreme Court Ruling dated 8 May 2023, which read paragraphs 13, 31 and 32:

*“13. . . . The Defendant continued that the Statement of Claim contains several allegations against the Defendant and which are without particulars thus hindering the Defendant in mounting its Defence.”* (Underline added, some cites omitted)

- c. The Respondent holds both the possession of the Residential Premises, as mentioned above, and a security interest in respect of the debt claimed by the Respondent in the form of these Residential Premises, and the value of this security interest of \$3,600,000.00 or so is more than two (2) times greater than the amount of \$1,493,661.65 specified in the Statutory Demand.

28. Accordingly, the Statutory Demand has been raised by the Respondent without any reasonable ground and is an abuse of the Court's process, and the Company has numerous grounds for setting aside the same under Section 189(1) of the Act as stated above.

*YOUR PETITIONER therefore humbly prays:*

- i. That the Statutory Demand dated 28 June 2024 issued by the Respondent to the Company be wholly set aside;
- ii. The Respondent be restrained from proceeding to file a winding-up petition on the basis of the Statutory Demand;
- iii. This Action be consolidated with the Cross-Petition in Action COM/bnk/No. 00039 of 2019, and these Actions be proceeded as one action;
- iv. Costs; and,
- v. For such further Orders or directions as the Court thinks fit.

Dated: the 18th of July 2024.

Signed:



Yuri Starostenko  
in his capacity as a director of the Company

*NOTE:* This Petition is intended to be served on the Respondent.

This Petition was presented by the Company, whose address for service is its registered office: c/o Sears & Co., 10 Market Street, Nassau, New Providence, The Bahamas.

#### NOTICE OF HEARING

*TAKE NOTICE THAT* the hearing of this petition will take place at the Supreme Court, Nassau on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 at o'clock in the \_\_\_\_\_ noon or so soon thereafter as directors of the Company may be heard.

Any correspondence or communication with the Court relating to the hearing of this Petition should be addressed to the Registrar of the Commercial Division of the Supreme Court at Nassau, New Providence, The Bahamas.

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*"31. Having made such statements it was clear that the Statement of Claim contained the necessary particulars of the claims . . ." (Some cites omitted)*

*"32. . . . Litigants are always bound by their pleadings and any variance therefrom, unless with the leave of the Court, will not be heard or considered."* (Some cites omitted, underline added)

In the Commonwealth of The Bahamas  
In the Supreme Court  
Common Law and Equity Division

Claim No. 00496 of 2024

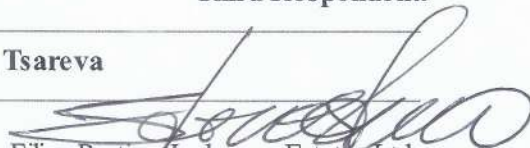
IN THE MATTER OF the Supreme Court Act Chapter 53

AND IN THE MATTER of an Application by the ATTORNEY GENERAL for an Order that no legal proceedings shall, without leave of a Judge, be instituted the Respondents in any court and that any legal proceedings instituted by the Respondents before the making of the order shall not be continued by the Respondents without such leave, and such leave shall not be given unless a Judge is satisfied that the proceedings are not an abuse of the process of the Court and that there is a prima facie ground for the proceedings.

BETWEEN

|  |                    |
|--|--------------------|
| THE ATTORNEY GENERAL OF THE COMMONWEALTH OF THE BAHAMAS, | Claimant,          |
| AND  |                    |
| JUNKANOO ESTATES LTD,                                    | First Respondent,  |
| AND  |                    |
| YURI STAROSTENKO,  | Second Respondent, |
| AND  |                    |
| IRINA STAROSTENKO,                                       | Third Respondent.  |

Affidavit in Response by Irina Tsareva



Filing Parties: Junkanoo Estates Ltd.,  
Yuri Starostenko *pro se*,  
Irina Tsareva-Starostenko *pro se*.

Address and Contact Information:  
5 Market Street, Nassau,  
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Cell Phone No.: +1-242-817-4372

*Filed on behalf of the Respondent in this action*