

Ackerman Court Service

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

----- X
 DEACONS SINGAPORE LIMITED, :
 :
 Plaintiff, :
 :
 - against - :
 :
 VULCAN CAPITAL MANAGEMENT and :
 FORD F. GRAHAM, :
 :
 Defendants. :
 ----- X

Index No. **07602174**

Date Purchased:

SUMMONS

Basis for Venue:

Defendant's Address:
150 East 52nd Street
New York, NY 10022

To: Vulcan Capital Management
150 East 52nd Street, 11th Floor
New York, NY 10022

Ford F. Graham
260 Prospect Avenue
Princeton, NJ 08540

c/o Vulcan Capital Management
150 East 52nd Street, 11th Floor
New York, NY 10022

YOU ARE HEREBY SUMMONED to answer the complaint in this action and serve a copy of your answer to the plaintiff's undersigned attorneys within twenty (20) days after service of this summons, exclusive of the day of service (or thirty (30) days if the summons is not personally delivered to you within New York State). In case of your failure to appear or answer, judgment will be taken against you by default, in accordance with the complaint herein.

Dated: New York, New York
June 28, 2007

O'HARE PARNAGIAN LLP



Robert A. O'Hare Jr.
Andrew C. Levitt
82 Wall Street, Suite 300
New York, New York 10005-3001
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Attorneys for Plaintiff

FILED
JUN 29 2007
COUNTY CLERKS OFFICE
NEW YORK

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

----- X
DEACONS SINGAPORE LIMITED, :
 : Index No.
 Plaintiff, :
 : Date Purchased:
 - against - :
 : **COMPLAINT**
 VULCAN CAPITAL MANAGEMENT and :
 FORD F. GRAHAM, :
 : **07602174**
 Defendants. :
----- X

Plaintiff Deacons Singapore Limited (“Deacons”), by its attorneys, O’Hare Parnagian LLP, as and for its Complaint against defendants Vulcan Capital Management (“Vulcan”) and Ford F. Graham (“Graham,” and collectively with Vulcan, “Defendants”) respectfully alleges, upon knowledge with respect to itself and its own acts and upon information and belief with respect to all other matters, as follows:

NATURE OF THE ACTION

1. This action arises from the failure of Defendants to pay Deacons as agreed for professional legal services rendered on behalf of and duly invoiced to Defendants. Defendants, despite repeated demands for payment, have failed to pay two invoices from Deacons for legal fees in the amount of \$61,302.97, exclusive of interest.
2. After Defendants failed to pay Deacons’ first invoice, Deacons informed Defendants that it would not be able to render further services until it was paid. To induce Deacons to continue to perform such services, Graham made repeated fraudulent statements to Deacons in which he falsely stated that Defendants had sent payment to Deacons. In reliance on

Graham's fraudulent statements that Deacons' prior invoice had been paid, Deacons continued to perform legal services for Defendants for which it has not been paid.

PARTIES

3. Deacons is a company organized under the laws of Bermuda with its principal place of business located at 6 Temasek Boulevard, #33-01/02, Suntec Tower Four, Singapore 038986.

4. Vulcan is a general partnership with its principal place of business located at 150 East 52nd Street, 11th Floor, New York, NY 10022. Graham is a partner in Vulcan.

5. Vulcan is a sole proprietorship operated by Graham as sole proprietor, with its principal place of business located at 150 East 52nd Street, 11th Floor, New York, NY 10022.

6. Graham is an individual with a principal place of business located at 150 East 52nd Street, 11th Floor, New York, NY 10022.

FACTS

Defendants' Retention of Deacons

7. Plaintiff is a company engaged in the practice of law.

8. In or about June 2006, Defendants retained Deacons to provide legal services in respect of five proposed power plants located in the People's Republic of Bangladesh.

9. At the time of retention, Defendants and Deacons addressed the terms of the engagement, including hourly rate, scope of representation, reimbursement provisions for costs, and other terms of the representation. At that time, Defendants agreed to pay Deacons' regular hourly rates for services rendered and to reimburse Deacons for any expenses advanced on Defendants' behalf.

10. This agreement was memorialized in an engagement letter agreement dated June 19, 2006, which was accepted and executed by both Deacons and Defendants.

11. In the contract, the parties agreed that Deacons has the right to charge interest at a rate of 1% per month for amounts not paid within fourteen days of the invoice.

12. Between June 13, 2006 and August 29, 2006, Deacons rendered substantial and valuable legal services and incurred various costs on behalf of Defendants.

13. Among other things, Defendants required Deacons attorneys to travel from Singapore to Dhaka, Bangladesh within days of the engagement and to negotiate and draft multiple complex legal documents on extremely short notice.

Defendants' Fail to Pay Deacons' Invoices

14. On or about July 5, 2006, Deacons sent to Defendants via e-mail and courier its invoice number 206266, dated July 5, 2006, in the amount of \$49,150.21. Defendants did not object to this invoice.

15. On or about September 28, 2006, Deacons sent to Defendants via e-mail and courier its invoice number 206434, dated September 25, 2006, in the amount of \$12,152.76. Defendants did not object to this invoice.

16. Defendants have not paid either of these invoices.

17. On October 31, 2006, Deacons wrote to Defendants demanding payment of Deacons' outstanding invoices.

18. Defendants' did not respond to Deacons' letter.

19. On December 1, 2006, counsel for Deacons wrote to Defendants demanding payment of Deacon's outstanding invoices.

20. Defendants did not respond to counsel's letter.

Graham's Fraudulent Conduct

21. Throughout the period in which it was performing professional legal services for Defendants, Deacons made repeated requests for payment of its initial invoice and informed Graham that it would not be able to perform additional work for Defendants until it was paid.

22. To induce Deacons to continue working on the project, Graham repeatedly informed Deacons – falsely – that Defendants had sent payment to Deacons:

- a. On July 26, 2006, Deacons partner Rashed Idrees (“Idrees”) sent an e-mail to Graham, with a copy to Deacons partner Dan Marjanovic (“Marjanovic”), stating that Deacons had not received payment of its invoice 2006 and asking Graham to arrange payment. Graham responded with a July 31, 2006 e-mail to Idrees in which he stated, “I returned from Cyprus and saw your bill – signed a check that was mailed to you for past services” and “[y]ou should have received check by now.”
- b. On August 3, 2006, Marjanovic sent an e-mail to Graham, with a copy to Idrees, informing Graham that Deacons had not received payment. Graham responded with an August 3, 2006 e-mail to Marjanovic, with a copy to Idrees, in which he stated, “I will have girls check on your payment. I know it was signed and sent out, but will get more data.”
- c. On August 7, 2006, Marjanovic spoke on the telephone with Graham and informed Graham that Deacon could not begin drafting the documents for the project before receiving payment. Graham told Marjanovic that he thought payment had been made and remembered signing a check, and would check on it. Graham informed Marjanovic that he would attempt to pay Deacons by the following Tuesday by “TT” (wire transfer).
- d. On August 10, 2006, Marjanovic sent an e-mail to Graham, with a copy to Idrees, informing Graham that it would be difficult for Deacons to continue work without payment. Graham responded with an August 11, 2006 e-mail to Marjanovic in which he stated, “I was in NYC today and confirmed with my secretary that your invoice and check had been sent out two weeks ago. As we mentioned, I have instructed my CFO to send out a wire to you tomorrow and I will rely on you to destroy the original check when

it arrives.” Graham sent Marjanovic a subsequent August 11, 2006 e-mail, with a copy to Idrees and Calvin Tan of Deacons, asking Marjanovic to “confirm you received our wire.”

- e. On August 15, 2006, Marjanovic sent an e-mail to Graham informing Graham that Deacons had still not received payment and asking Graham to send a copy of the wire transfer confirmation. Graham responded with an August 16, 2006 e-mail to Marjanovic in which he stated that he was “[c]alling bank now.” On August 17, 2006, Graham sent two e-mails to Marjanovic containing what Graham described, as the “Fed Reference number” and the name and location of Defendants’ bank, respectively.
- f. On August 18, 2006, Marjanovic sent an e-mail to Graham stating that Deacons had not yet received payment. Graham responded with an August 21, 2006 e-mail to Marjanovic in which he stated, “Odd; Our bank called to say you[r] wire was returned on late friday [sic]. I will stop by bank after my breakfast meeting to get more information and have it re-sent to you. We used the information you sent earlier for wire data. Any idea what that is about?”
- g. On August 24, 2006, Graham sent an e-mail to Marjanovic in which he stated, “Just left bank. Wire was resent at 9 am est. I will have fed refrence [sic] for you in an hour.”

23. Graham’s statements were knowingly false, because Defendants had not – and still have not – sent payment, either by check or by wire transfer, to Deacons.

24. During the time period in which Graham was making his fraudulent statements, he repeatedly urged Deacons to perform additional work as quickly as possible given what he described as the extremely tight time frame for the project.

25. In reliance on Graham’s false statements concerning Defendants purported payments of Deacons’ invoices, Deacons continued to perform legal services for Defendants. Had Deacons known that Graham’s statements were false and that Defendants’ had not sent payment, Deacons would not have continued to perform legal services for Defendants.

26. Deacons’ damages exceed the jurisdictional limits of all other courts.

FIRST CAUSE OF ACTION
(Breach of Contract – Against Both Defendants)

27. Deacons repeats and realleges the preceding paragraphs as if fully set forth herein.

28. As described, a contract existed between Deacons and Defendants pursuant to which Deacons agreed to render professional legal services on behalf of Defendants in consideration for Defendants agreement to pay Deacons for those services at Deacons' regular hourly rates and to reimburse Deacons for the costs Deacons incurred as a result of that representation.

29. Deacons has fully performed under the parties' contract by performing professional legal services as requested by Defendants.

30. Defendants have breached their obligations to Deacons under the terms of the parties' contract by failing to pay for legal services rendered and duly invoiced by Deacons.

31. By reason of Defendants' breach of contract, Deacons has suffered damages of at least \$61,302.97, exclusive of interest.

SECOND CAUSE OF ACTION
(Account Stated – Against Both Defendants)

32. Deacons repeats and realleges the preceding paragraphs as if fully set forth herein.

33. With respect to each of the invoices listed above, and with respect to the total amount still owed arising from these invoices, an account was presented by Deacons to Defendants.

34. Defendants accepted the presented account as correct.

35. Defendants retained these statements of account without objection.

36. Defendants promised to pay the amount stated.

37. By reason of Defendants' failure to pay the account stated, Deacons has suffered damages of at least \$61,302.97, exclusive of interest.

THIRD CAUSE OF ACTION
(Fraud – Against Graham)

38. Deacons repeats and realleges the preceding paragraphs as if fully set forth herein.

39. As alleged herein, Graham misrepresented facts to Deacons concerning Defendants' purported payment of Deacons' invoices.

40. Graham knew that his misrepresentations concerning Defendants' purported payment of Deacons' invoices were false when made because Defendants had made no such payments.

41. Graham made these misrepresentations of fact for the purpose of inducing Deacons to rely on them and to continue to perform legal services on Defendants' behalf.

42. Deacons justifiably relied on Graham's misrepresentations. Had Deacons known that Graham's misrepresentations were untrue, Deacons would not have continued to perform legal services on Defendants' behalf.

43. By reason of Graham's fraudulent conduct, Deacons has suffered damages.

44. Because Graham's actions were malicious, willful and deliberate, and demonstrated a conscious disregard for Deacons' interests, Deacons is also entitled to an award of punitive damages.

WHEREFORE, Deacons respectfully requests judgment against Defendants as follows:

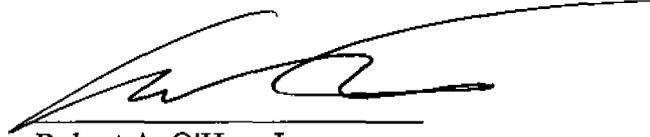
- (a) On the First, Second, and Third Causes of Action, an award of compensatory damages in the amount of \$61,302.97, or such greater

amount as may be shown at trial, plus interest, costs, expenses and disbursements;

- (b) On the Third Cause of Action, punitive damages in the amount no less than three times Deacons' actual damages; and;
- (c) Such other and further relief, including attorneys fees where appropriate, as this Court may deem just and proper.

Dated: New York, New York
June 28, 2007

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