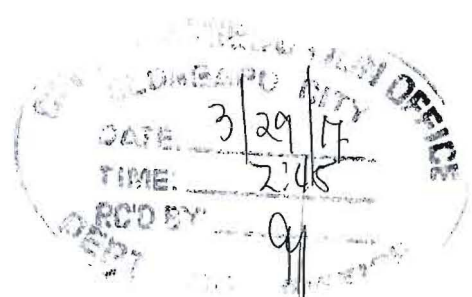


REPUBLIC OF THE PHILIPPINES)
OLONGAPO CITY, ZAMBALES) S.S.



COMPLAINT-AFFIDAVIT

III-10-JUV-14C-00248/00249

I, **ROY LEONARD ANDERSON (ROY)**, of legal age, Canadian citizen, married, resident of No. 407B Greyback Drive, East Kalayaan, SBFZ, Olongapo City, on oath, depose and state that:

1. I am the majority stockholder of and the duly authorized representative of My Cyberstaff, Inc. (Cyberstaff), a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with principal place of business at Unit 304, The Venue Building, Lot C-5 Commercial Area, Subic Bay Gateway Park, SBFZ, Olongapo City as evidenced by the Board Resolution No 28, Series of 2015 and Secretary's Certificate dated November 2, 2015 hereto attached and made integral part hereof as (**Annex A & A-1**), respectively.

2. This Complaint-Affidavit is being filed to charge the following respondents:

MURTO NEL (Murto), is of legal age, South African national, with last known address at No. 7 Casa del Mar, Baloy Long Beach, Bo. Barretto, Olongapo City;

BASTIAAN JOHANNES ARNOLDUS DERKSEN (Bastiaan), is of legal age, Netherlands national, with last known address at No. 11, 22nd Place, West Bajac-Bajac, Olongapo City;

SHAWNA DIXON (Shawna), is of legal age, United States of America National, with address at 5251 Westheimer, Suite 1000, Houston, Texas 77056.

CORI NOVY (Cory) is of legal age, United States of America National with address at 5251 Westheimer, Suite 1000, Houston, Texas 77056.

for the crime of **ESTAFA** and **DISCOVERY AND REVELATION OF SECRETS**, particularly the following of the provisions of the Act 3815 otherwise known as the Revised Penal Code, as amended, to wit:

Art. 291. Revealing secrets with abuse of office. — The penalty of arresto mayor and a fine not exceeding 500 pesos shall be imposed upon any manager, employee, or servant who, in such capacity, shall learn the secrets of his principal or master and shall reveal such secrets.

Art. 315. Swindling (estafa). — Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:

1st. The penalty of prision correccional in its maximum period to prision mayor in its minimum period, if the amount of the fraud is over 12,000 pesos but does not exceed 22,000 pesos, and if such amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional 10,000 pesos; but the total penalty which may be imposed shall not exceed twenty years. In such cases, and in connection with the accessory penalties which may be imposed under the provisions of this Code, the penalty shall be termed prision mayor or reclusion temporal, as the case may be. be committed by any of the following means:

1. With unfaithfulness or abuse of confidence, namely:

- (a) **By altering the substance, quantity, or quality or anything of value which the offender shall deliver by virtue of an obligation to do so, even though such obligation be based on an immoral or illegal consideration.**
- (b) **By misappropriating or converting, to the prejudice of another, money, goods, or any other personal property received by the offender in trust or on commission, or for administration, or under any other obligation involving the duty to make delivery of or to return the same, even though such obligation be totally or partially guaranteed by a bond; or by denying having received such money, goods, or other property.**

2. By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:

- (a) **By using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceptions.**

3. Through any of the following fraudulent means:

- (b) By removing, concealing or destroying, in whole or in part, any court record, office files, document or any other papers.

Art. 318. Other deceits. — **The penalty of arresto mayor and a fine of not less than the amount of the damage caused and not more than twice such amount shall be imposed upon any person who shall defraud or damage another by any other deceit not mentioned in the preceding articles of this chapter.**

The facts antecedents to this complaint are as follows.

1. Respondent Murto Nel was an incorporator, director and minor shareholder of My Cyberstaff, Inc., a company primarily engaged in the business of operating call centers and providing outsourcing facilities for companies primarily based in the USA and Canada, and related products. The other incorporators, directors and stockholders are Gregory Ian Anderson, Peiling Xiong and Aifeng Fan, and Laura Jane Nel respectively. At the time of the Company's incorporation on May 6, 2014, the Company's listed stockholders are:

Name	Nationality	No. of Shares Subscribed	Amount Subscribed	Amount Paid
ANDERSON, ROY LEONARD	Canadian	1,250,	125,000.00	125,000.00
NEL, MURTO	South African	250	25,000.00	25,000.00
ANDERSON, GREGORY IAN	South African	250	25,000.00	25,000.00
NEL, LAURA JANE	South African	250	25,000.00	25,000.00
FAN, AIFENG	Chinese	250	25,000.00	25,000.00
XIONG, PEILING	Chinese	250	25,000.00	25,000.00
	TOTAL	2,500	250,000.00	250,000.00

2. Respondent Bastiaan Johannes Arnoldus Derksen was an employee of My Cyberstaff, Inc. and claimed to be a Shareholder and Director of My Cyberstaff, Inc. by virtue of a purported share sale agreement made solely between himself and Murto Nel on 15 December, 2014. (**Annex "B"**)

3. Respondent Shawna Dixon and Cori Novy are employees of Tara Energy, Inc. and have conspired along with Murto Nel and Bastiaan Johannes Arnoldus Derksen to not pay earned and due commissions belonging to My Cyberstaff, Inc. by their own admission under the pretext that the corporation is majority owned by Murto Nel and Bastiaan Johannes Arnoldus Derksen despite being given clear documents proving otherwise which were notarized, signed by a Philippine Judge and by National Labor Relations Commission officials, certified as true and accurate by the Securities and Exchange Commission of the Republic of the Philippines, and

Red Ribbioned by the Department of Foreign Affairs. Bastiaan has fled the country, and Murto has fled the jurisdiction of the courts where a warrant for both of their arrests is outstanding from Branch 74 of the Third Judicial Branch of the Regional Trial Court of the Republic of the Philippines. The documents provided are as follows:

- a. Current GIS of My Cyberstaff dated January 10, 2017 and certified as a true copy on January 27, 2017 and red-ribbon authenticated by the Department of Foreign Affairs on the 31st Day of January 2017, Authentication Certificate Number S.S. 15a - 0841797 (**Annex "C"**)
- b. Certificate of Sheriff's Sale of the Shares purportedly owned by Murto Nel and Bastiaan Johannes Arnoldus Derksen in My Cyberstaff, Inc. from Sheriff Amelito D. Twano of the Department of Labor and Employment, National Labor Relations Commission, Regional Arbitration Branch No. III, City of San Fernando, Pampanga, Philippines dated December 22, 2016, and certified as a true Xerox copy by Lucien M. Puno, Labor Arbitration Associate and Authenticated by the Department of Foreign Affairs on the 31st Day of January, 2017 Authentication Certificate Number S.N. 15A – 0843560 (**Annex "D"**)
- c. Sheriff Amelito D. Twano's Report and Return confirming that the shares of stock of Murto Nel and Bastiaan Johannes Arnoldus Derksen were sold and informing the Honorable Labor Arbiter that since the Writ of Seizure is not fully satisfied that an updated Writ of Seizure will be issued to continue enforcement action dated 10 January, 2017 and Certified as a true Xerox Copy by Lucien M. Puno, Labor Arbitration Associate, and Authenticated by the Department of Foreign Affairs on the 31st Day of January, 2017 Authentication Certificate Number S.N. 15A – 0843557. (**Annex "E"**)
- d. Sheriff Amelito D. Twano's Report confirming that the shares of stock of Murto Nel and Bastiaan Johannes Arnoldus Derksen were sold and informing the Honorable Labor Arbiter that a levy was issued on 30 August 2016 against Murto Nel and Bastiaan Johannes Arnoldus Derksen and that an auction of the same was scheduled dated 09 September, 2016 and Certified as a true Xerox Copy by Lucien M. Puno, Labor Arbitration Associate, and Authenticated by the Department of Foreign Affairs on the 31st Day of January, 2017 Authentication Certificate Number S.N. 15A – 0843558. (**Annex "F"**)
- e. A Notice of Levy of Share of Stocks issued by Sheriff Amelito D. Twano against the Shares of Stock of Murto Nel and

Bastiaan Johannes Arnoldus Derksen consisting of 3650 shares of Bastiaan in My Cyberstaff, Inc. and 3,400 shares of Stock of Murto Nel in My Cyberstaff, Inc. and 1,175 Shares of Stock of Mr. Murto Nel and 1,225 Shares of Stock of Mr. Bastiaan Johannes Arnoldus Derksen in Utilstaff, Inc. Dated 24 August, 2016 and Certified as a true Xerox Copy by Lucien M. Puno, Labor Arbitration Associate, and Authenticated by the Department of Foreign Affairs on the 31st Day of January, 2017 Authentication Certificate Number S.N. 15A – 0843559 (**Annex "G"**)

- f. An Order regarding SEC CASE NO. 15-003 From the Honorable Judge Richard A. Paradeza of the Third Judicial Region, Regional Trial Court, Branch 72 dismissing the case filed by Murto Nel as "President" of My Cyberstaff, Inc. against Roy Leonard Anderson, et al. for failure to present evidence and noting that My Cyberstaff, Inc has new owners in the persons of Girlie Nina Asinas and Fe Dela Cruz dated 7 February, 2017 and Certified as a True copy by Atty. Mary Khristel A. Deompoc, Clerk of Court. (**Annex "H"**)
- g. A Hold Departure Order issued by the Honorable Judge Roline M. Ginez-Jabalde of the Third Judicial Region, Regional Trial Court, Branch 74, Olongapo City against accused Muro Nel, Bastiaan Johannes Arnoldus Derksen and Quinton Ellick in Criminal Case No. 2016-2459 and 2016-2460 issued on the 20th of February, 2017. (**Annex "I"**)

4. My Cyberstaff, Inc. is a Corporation duly incorporated under the laws of the Philippines and has a contractual agreement with Tara Energy, Inc. whereby customers of My Cyberstaff, Inc. who are under Power of Attorney agreement with My Cyberstaff, Inc. and Current Utilities, Inc. who previously owned the agreements which were sent to Tara Energy, Inc. for Electric Power Services in the State of Texas.

5. Tara Energy, Inc. is a company duly registered and existing in the State of Texas, United States of America.

6. As the customers are under Power of Attorney agreements with My Cyberstaff, Inc. the agreement to purchase power from Tara Energy, Inc. is by authority of My Cyberstaff, Inc.

7. An agreement exists between Tara Energy, Inc. and My Cyberstaff, Inc. whereby Tara Energy, Inc. shall make payment of an upfront commission and Monthly Residual Commissions on Customers referred to Tara Energy for Service. No Commissions or residual commissions owing to My Cyberstaff, Inc. by Tara Energy, Inc. have been

paid since before July of 2015. The amount owing currently exceeding **millions of pesos.**

8. Murto Nel and Bastiaan Johannes Arnoldus Derksen, despite court order seizing and selling their claimed Shares in My Cyberstaff, Inc., and despite a court order dismissing their court case making such a claim of majority ownership in My Cyberstaff, Inc. are continuing to claim to be the majority shareholders of My Cyberstaff, Inc. and Cori Novy, acting as Senior Legal Counsel of Tara Energy, Inc. and Shawna Dixon acting as Director of National Affinity Sales have continued to conspire with Bastiaan and Murto to pretend that they have just cause to not pay My Cyberstaff, Inc. due to their fallacious and disproved claims that Murto and Bastiaan are the legitimate majority shareholders of My Cyberstaff, Inc.

9. Monies illegally withheld exceed PHP 5,000.000.00.

10. On January 18, 2017, Ms. Shawna Dixon sent a letter titled "Re: Request for Information" with copies sent to **Mr. Bas Derksen** by email **and first class mail, Mr. Murto Nel** by email **and first class mail, Mr. Roy Anderson by email only, Mr. Richard Paule by email only** stating and confirming that Tara owed monies to My Cyberstaff, Inc. and wishing to pay the commissions owed and stating:

"Tara Energy wishes to pay the commissions owed under the assignment agreement between Current Utilities and My Cyberstaff, dated October 1, 2014 and terminated May 19, 2015. These commissions were held at the request of My Cyberstaff, pending settlement of a dispute of ownership of My Cyberstaff.

"In order for us to make payment, we are requesting that you submit official documentation evidencing ownership of My Cyberstaff, Inc. Due to the fact that My Cyberstaff's corporate charter is in the Philippines, valid documentation will need to reflect evidence of authentication by the Department of Foreign Affairs Authentication Division – Office of Consular Affairs, and must be: a) executed before a local notary public officer authorized to execute such functions, b) testified to by public seal, c) rendered public by the authority of a competent magistrate, d) certified as being a copy of a public register.

"We ask that you ensure that the ownership documents meet the above criteria, in order to prevent any additional delays in the release of funds. Once we are in receipt of all official papers, our legal department will review, and once satisfied that ownership has been established, will approve payments of commissions due. Please be aware that first-person accounts, photographs of documents and

documents pertaining to criminal cases are not acceptable documentation of ownership.

Please remit documentation to my attention at:

Shawna Dixon
Just Energy
5251 Westheimer Rd, #1000
Houston, TX 77056
sdixon@justenergy.com

"Regards,
Shawna Dixon
Director of Affinity Sales
Tara Energy, LLC."

The request was fully satisfied by the presentation of the Current GIS of My Cyberstaff dated January 10, 2017 and certified as a true copy on January 27, 2017 and red-ribbon authenticated by the Department of Foreign Affairs on the 31st Day of January 2017, Authentication Certificate Number S.S. 15a - 0841797 (**Annex "C"**).

It is noteworthy that Shawna sent both an email copy and a hard copy in the mail for Murto and Bastiaan, but merely an email copy for Mr. Anderson and Mr. Paule. Shawna is well aware of the fact that Murto and Bastiaan are on the run from a warrant issued against them for the theft of the property of My Cyberstaff, Inc. Yet, she sent them a hard copy and failed or ignored or decided against sending a hard copy of her request to Mr. Anderson and Mr. Paule.

11. The above document was emailed to Shawna Dixon on the 31st of January, 2017 along with other documents as mentioned above. The email stated:

"Shawna,
Please see attached copies of the documents that demonstrate ownership of My Cyberstaff, Inc.

"Please be aware that to obtain these documents we had to do the following:

- 1) Visit the Securities and Exchange commission in Tarlac City twice.
- 2) Visit the National Labor Relations Commission offices in San Fernando Twice
- 3) Visit the National Labor Relations Commission in Manila once

- 4) Visit the Department of Foreign Affairs in Manila 3 times.
- 5) Go to Angeles City to pick up the SEC document.

"Thus, we have spent 4 days, driven thousands of miles and spent 8 days of staff time to obtain these documents. We wish you had required Murto Nel and Bastiaan Derksen to provide you similar evidence when they illegitimately and illegally claimed ownership of My Cyberstaff, and that would have saved us almost 15 months of going to court, the filing of 12 court cases, the court costs of over a million pesos, mental anguish, thousands of hours of staff time and over 20 reams of paper.

"You can verify the authenticity of these documents by going to THE Philippines Department of Foreign Affairs website here:

<http://avs.dfa.gov.ph:8080/docushare>

"Once logged in using "guestuser" as both username and password, you can type the control number into their website. The control numbers are:

- | | |
|-----------|---|
| QJ0013753 | (Certificate of Sheriff's Sale...)
(Notice of Levy Share of Stocks in NLRC Case...)
(Sheriff's Report and Return ...) |
| M0013029 | (SEC CERTIFIED True Copy of the General Information Sheet of My Cyberstaff, Inc.) |
| GJ0013753 | (sheriff's report...) |

These documents are provided for the following purposes:

- 1) SEC Certified True Copy of the General Information Sheet) to show the Share ownership of the company as per the Security and Exchange Commission
- 2) Notice of Levy – to prove that Murto Nel and Bas Derksen's shares were Levied by the Courts and that they thus have no claim to any ownership of the company
- 3) Certificate of Sheriff's Sale – to prove that the shares were lawfully bid upon and that the winning bid was won by Girlie Nina Asinas and Fe Dela Cruz and Aldrin Magno.
- 4) The other two documents – the sheriff's reports – are offered as backup evidence of the sale.

"Thus, there is no possible way that Murto Nel and/or Bas Derksen can continue to legitimately lay any claim whatsoever to ownership in My Cyberstaff, Inc.

"We only have one copy of these documents and they have cost us a lot of time and money to obtain. If you insist of visually inspecting the originals and want us to courier them to you, please let us know TODAY and we will send them tomorrow, HOWEVER we require YOUR CONFIRMATION AND AGREEMENT that once inspected by you that you immediately COURIER them back to us as we need them for our own records.

"Please immediately provide us the following documents in return:

- 1) Copies of any communications that you have had with Murto Nel wherein he claims to represent My Cyberstaff, Inc.
- 2) All daily reports that we were due to receive and which have not been sent to us from the date you ceased sending them
- 3) The dates that you sent the same reports to either Murto Nel, Quinton Ellick or Bas Derksen.
- 4) A report of all customers that you have renewed since you stopped sending us reports.
- 5) Commission reports for all commissions currently owed.

"And no – we are not asking you to have them verified, certified, approved by a judge, etc. Just provide them honestly.

"Looking forward to your rapid cooperation in this matter.

"Regards,
Roy Anderson.
CEO My Cyberstaff, Inc."
(ANNEX "J")

12. On the 3rd of February, 2017 an email was sent from Shawna Dixon to Mr. Richard Paule of My Cyberstaff, Inc. stating:

"Subject:
RE: Follow Up

"Richard,

"The documents were received and forwarded to our legal department. I will be in touch once they have had a chance to review.

Shawna"

(ANNEX "K")

13. By the 3rd day of March, 2017., a full month later, no emails, phone calls, etc. initiated by Mr. Roy Anderson to Shawna Dixon requesting progress and an update were replied to and another email was sent on that day stating:

"Shawna,

"It has been now almost 4 months since we gave you notification that there is no possible further claim that Murto Nel and Bas Derksen can have on My Cyberstaff, Inc.

"We have provided every document in the exact form that you requested.

"You have not responded to a single email from me.

"This is truly preposterous. You have no justification whatsoever.

"Please pay up now! Honor your commitments. Whatever you might think about me if you think I am rude, how can that possibly be more rude than acting in a manner that completely ignores ones responsibilities?

"Legally, morally, ethically, you are in the wrong on this.

"Regards,
Roy Anderson".

(ANNEX "L")

14. On the 7th of March, a response was finally received from Shawna stating:

"Bas, Murto and Roy,

"Both Roy and Bas have stated that each has a case (or cases) against the each other in the Court of Olongapo claiming ownership of shares of MyCyberStaff. As stated in my January 18, 2017 letter, Tara Energy wishes to pay the commissions owed under the assignment agreement between Current Utilities and My CyberStaff dated October 1, 2014 and terminated May 19, 2015. These commissions are being held at the request of My CyberStaff, pending settlement of a dispute of ownership of My CyberStaff.

"There is no need to come to our offices; Tara Energy (and any of its affiliates) does not consent to entry onto its premises.

"Tara Energy does not want to be involved in your dispute. Please resolve your dispute and Tara Energy will pay commissions to My CyberStaff.

"Sincerely,
Shawna

"Shawna Dixon
Director, National Affinity Sales

T (713) 979-3306 | F (832) 213-4236 | C (713) 306-6548
5251 Westheimer Road, Suite 1000, Houston, TX 77056
E-mail sdixon@justenergy.com "
(ANNEX "M")

This, despite the fact a copy of the order from the Honorable Judge Richard A. Paradeza dismissing SEC Case 15-003 (**ANNEX "H"**) was sent to Ms. Shawna Dixon, and despite the fact the other supporting documents demonstrating that the case against Bastiaan Johannes Arnoldus Derksen was won and that his supposed shares were seized and sold at auction and purchased, and despite a Department of Foreign Affairs Red-Ribboned document showing the current GIS was sent to Shawna. All of which clearly demonstrates that the dispute has been legally resolved using the courts in the Philippines, but further testifies to the fact that Shawna and Cori are prepared to take any claim of Bastiaan as senior to the Courts of the Philippines.

There are only 3 civil cases in the courts in the Philippines between Murto Nel and Bas Derksen, and Roy Anderson et al. To the best of plaintiff's knowledge there are no cases in any other jurisdiction in any other country.

Those cases are :

- a) SEC Case 15-003 filed by Murto Nel against Roy Anderson et al. **This case was dismissed by the court.**
- b) SEC Case 15-006 filed by Roy Anderson seeking damages and the nullification of Board Resolutions, etc. issued by Murto Nel and his fake Board of Directors which should be resolved soon. Murto Nel et al. have failed to present any evidence or provide any defense whatsoever to the court and have not attended

court since 2016. Their attorney has, likewise, not attended any recent hearings and consequently, they have failed to testify or produce evidence for consideration. Further, they may no longer produce any evidence or testimony as the hearing of the case is now concluded and merely awaiting final Order from the Honorable Judge in the matter. Under Philippine law, he may now only consider evidence presented by the Plaintiff Roy Anderson et al. in his decision.

- c) NLRC Labor NLRC CASE NO. RAB-III-08-23099-15/NLRC CASE NO. RAB-III-09-23166-15 filed by the staff of My Cyberstaff, Inc. against Murto Nel and Bastiaan Derksen which has concluded with judgement in favor of the plaintiffs and resulting in the Seizure and Sale of Personal Shares of Stock of Murto Nel and Bastiaan Johannes Arnoldus Derksen by the Sheriff.

The seizure of their shares, fictitious or otherwise coupled with the dismissal of their court case against the plaintiffs, and along with their failure to present evidence in their defense in case SEC 15-006 results in there being **absolutely no possible claim that Murto and Bastiaan can continue to exercise over My Cyberstaff, Inc. shares.** All the supporting documents for the labor case were red-ribboned and sent to Cori and Shawna and these certainly dispel the claim of Shawna that there are "outstanding cases" filed by Bastiaan that could still determine the outcome of the ownership of My Cyberstaff, Inc. It is clear that there is no possible way that she could have received ANY evidence from Bastiaan that he has a possible claim and thus is either merely taking his word, or is in clear collusion with Bastiaan and Murto to the detriment of My Cyberstaff, Inc. Considering that this "assumption" or "claim" provides them with an excuse to continue to not pay M Cyberstaff, Inc. the presumption of collusion must be drawn from the facts.

The order dismissing the **ONLY** Civil Case (SEC 15-003) of Murto and Bastiaan against Mr. Anderson et al. was also sent to Shawna and Cori along with an offer to red-ribbon the order if they so required. No response from them was received.

15. The first instance, when Shawna and Cori claimed that ownership of My Cyberstaff, Inc. shares were in dispute and used this as a justification to withhold payment to My Cyberstaff, Inc. until it was "cleared up in the courts", was illegal.

Shawna had required absolutely NO EVIDENCE from Bastiaan that he owned the majority shares of My Cyberstaff, Inc. and in fact, the ONLY evidence that was presented in Bastiaan and Murto's SEC Case 15-003 against Mr. Anderson et. al. was a document dated December 15, 2014

signed by Bastiaan and his co-conspirator Mr. Murto Nel purportedly selling Bastiaan 6500 shares of My Cyberstaff, Inc. for a supposed sum of 650,000 pesos.

However, scrutiny of the exact same document shows that the document clearly states that 3,000 shares were sold at a par value of 100 pesos per share for a sum of 300,000 pesos. The document is not notarized. (**See ANNEX "B"**).

However, after receiving all of the above evidence of ownership not being in the hands of Murto and Bastiaan, including two court cases fought and won, and then still claiming that Bastiaan and Murto have a valid claim to My Cyberstaff, Inc. as justification for not paying is not only preposterous, but clearly of criminal intent.

16. Philippine corporation laws and jurisprudence have outlined the basic steps in the sale or transfer of the shares of stocks, as follows:

- a. Negotiation and execution of the deed of sale;
- b. Payment of the capital gains tax (if any) and the documentary stamp tax, and the filing of the appropriate returns with the Bureau of Internal Revenue (BIR);
- c. Issuance of the tax clearance certificate/Certificate Authorizing Registration (CAR) by the BIR;
- d. Presentation of the CAR to the Corporate Secretary, the registration by the Corporate Secretary of the sale in the stock and transfer book of the corporation, the cancellation by the Corporate Secretary of the stock certificates in the name of the seller and the issuance by the Corporate Secretary of new stock certificates to the buyer.
- e. Upon execution of the deed of sale, the seller should deliver the seller's stock certificates to the buyer so that the Corporate Secretary can subsequently cancel the stock certificates in the name of the seller and issue new stock certificates in the name of the buyer;
- f. The capital gains tax return must be filed and any capital gains tax due must be paid within 30 days after each transaction. The seller must also file a consolidated return after the close of the taxable year.

Of Particular Note:

- a. The sale of shares is subject to documentary stamp tax of PhP0.75 on each PhP200 of the par value (not the fair market value) of the shares sold.
- b. The documentary stamp tax return and the documentary stamp tax must be paid not later than the 5th day of the month following the date of the transaction.

- c. After payment of the relevant taxes, the BIR can then issue the CAR, which is then presented to the Corporate Secretary to support the request for the registration of the transfer of shares in the books of the corporation.
- d. Section 11 of Revenue Regulations No. 6-2008 provides:
EFFECT OF NON-PAYMENT OF TAX. – No sale, exchange, transfer or similar transaction intended to convey ownership of, or title to any share of stock shall be registered in the books of the corporation unless the receipts of payment of the tax herein imposed is filed with and recorded by the stock transfer agent or secretary of the corporation. It shall be the duty of the aforesaid persons to inform the Bureau of Internal Revenue in case of non-payment of tax. Any stock transfer agent or secretary of the corporation or the stockbroker, who caused the registration of transfer of ownership or title on any share of stock in violation of the aforementioned requirements shall be punished in accordance with the provisions of Title X, Chapters I and II of the Tax Code, as amended.

Because the buyer has an interest in seeing to it that the sale of shares is recorded in the books of the corporation as soon as possible, the buyer would usually wish to be responsible for obtaining the CAR. Because the Bureau of Internal Revenue will possibly question the actual date of the share sale, share sale agreements are generally notarized.

Other than the questionable stock purchase agreement, none of these steps were conducted. In fact, a BIR certificate of taxes paid was only obtained in August of 2015 and presented to the court as evidence of the share sale to Bastiaan. Yet a close scrutiny of that tax certificate shows that the certificate claims that the shares were purchased in August of 2015 yet the Defendants claim that the shares were purchased in December of 2014 further contradicting the defendant's claims.

Cori's vocation is an Attorney. She well understands that ignorance of the law is no excuse. She has the ability and the competence to look up and understand Philippine law and statutes and should have required Bastiaan and Murto to have provided adequate evidence of share ownership after their preposterous claim to have purchased the majority shares of My Cyberstaff, Inc. using such a shady and unbelievable document as the share sale agreement that they claimed to be the evidence of ownership.

In fact, their documents were so poor that the document they used contradicted itself.

To hold the belief that any person can present a document of such questionable status as "proof" of ownership of a Corporation and thus

allow one to not pay the actual owners of the corporation "until resolved in court" places the entirety of Corporate law and Corporate ownership in question, as any person can concoct any document signed between anyone and thus claim ownership of any corporation causing the collapse of that corporation if debtors of that corporation then use that false document as a justification to not make payment. Or any debtor can make such fictitious claims or find someone to make such fictitious claims with the purpose of avoiding payment of obligations. Thus this defense for withholding payment from My Cyberstaff, Inc. is questionable at least.

This denial of funds has been, in essence, the circumstances that befell My Cyberstaff, Inc.

The lack of payment from Tara Energy, Inc., who was the major client of My Cyberstaff, Inc., has essentially caused the company to cease operations. The fight to recover what is rightfully My Cyberstaff, Inc.'s assets and monies has been financed solely by Mr. Roy Leonard Anderson – My Cyberstaff, Inc. currently having no income and having had no income since the illegal usurpation of the company by Nel and Derksen.

And only the payment owed by Tara Energy, Inc. at this stage can revive the company.

Of further note is the fact that the phone numbers of the corporation and the website of the corporation are under the control of Mr. Anderson et al. and have always been under the control of Mr. Anderson, the legitimate majority shareholder of the company.

Further, the fake website set up and established by Murto (www.mycyberstaff.ph) no longer exists.

The new phone numbers that he established supposedly for My Cyberstaff, Inc. are no longer operational.

The office space that he hijacked is closed.

Literally, there is absolutely no evidence and no possible claim that Murto and Bastiaan can make on My Cyberstaff, Inc. or that Shawna and Cori can use to claim reason to withhold payment.

The legitimate shares of Murto in My Cyberstaff, Inc. were seized along with the illegitimate shares they claimed, which were legally auctioned, purchased and acquired by ourselves. Evidence of which was submitted RED-RIBBONED to Cori and Shawna.

17. Shawna and Cori have further conspired with Murto to illegally provide to Murto copies of lists of customers that have Power of Attorney with My Cyberstaff, Inc. in violation of Article 291. After claiming that Tara Energy, Inc. would no longer send the customer lists to either party, in fact, Shawna Dixon continued to send these lists to Mr. Murto Nel until discovered by Mr. Anderson in late 2016 when Murto bragged about receiving same in court. This violation of confidential information being sent to Murto shows a clear conspiracy by Shawna and Cori with Murto and Bastiaan. Murto and Bastiaan made good use of these lists to contact customers of My Cyberstaff, Inc. and Current Utilities, Inc. with the purpose of converting them into being customers of their new company, Utilcare USA, Inc.

18. On the eighth day of March, 2017 – only one day after receiving the email from Shawna that untruthfully made claim that Bas still has unresolved legal cases against Mr. Anderson and that this provided Tara Energy, LLC “legitimate reason” to still withhold payment to My Cyberstaff, Inc., an email was received from Bastiaan Johannes Arnoldus Derksen as follows:

“Roy,

“All these court cases and Internet posts and messages to relatives lead to absolutely nothing and are very damaging for both parties.

“We agree to let you have the outstanding amount from Tara Energy and will inform them of that decision once you cancel all court cases and related warrants (we will cancel ours), release Mr. Ellick and delete all bad postings from all media.

“After that both parties stop interfering in whatever way with the other parties for good so we can all move on with our lives. That’s what Murto called the famous board meeting for in the first place...

Murto & Bas”
(Annex “N”)

The email clearly demonstrates that Shawna and Cori are in collusion and following the dictates of Bastiaan and Murto.

The fact is that Murto and Bastiaan, should they attempt to stay in the Philippines would likely spend the rest of their days in jail, and thus they desperately want the criminal cases against them dropped.

The collusion between Shawna and Cori with Nel and Derksen to use the payments legitimately owed to My Cyberstaff, Inc. as coercion to cause

Roy Anderson et al. to drop the criminal proceedings against Nel and Derksen is in clear violation of Art. 282 of the Revised Penal Code. To Wit:

Art. 282. Grave threats. — **Any person who shall threaten another with the infliction upon the person, honor or property of the latter or of his family of any wrong amounting to a crime**, shall suffer:

1. The penalty next lower in degree than that prescribed by law for the crime be threatened to commit, if the offender shall have made the threat demanding money or imposing any other condition, even though not unlawful, and said offender shall have attained his purpose. If the offender shall not have attained his purpose, the penalty lower by two degrees shall be imposed.
2. **If the threat be made in writing or through a middleman, the penalty shall be imposed in its maximum period.**

19. The only court cases still pending in the courts are as follows:

- a) SEC Case 15-006 which is shortly to be resolved and was filed by Mr. Anderson **against Bastiaan and Murto** and for which the defendants have provided no legal defense to the honorable court.
- b) A criminal case filed by Murto **against Mr. Anderson** for Cyber Squatting and Cyber Libel as a result of the website owned by Current Utilities, Inc. namely www.murtonel.com where the various legal documents pertaining to the legal disputes with Murto are posted. Murto has failed to prosecute this case, not once having appeared in court.
- c) A case filed by Jessabel Balutan, the previous corporate secretary, **against Murto** for falsification for Murto falsifying the signature of Ms. Balutan when he opened a bank account with UnionBank under the name of My Cyberstaff, Inc. with himself as sole signatory and with no Board Resolution authorizing him to open such an account and into which hundreds of thousands of pesos of My Cyberstaff, Inc. income was deposited into illegally. Murto posted bond for this case, but has failed to appear for court hearings and his bond has been forfeited and a warrant consequently exists for his arrest.
- d) A case filed **against Bastiaan, Murto and Mr. Quinton Ellick** for the theft of My Cyberstaff, Inc. property and the personal property of Mr. Roy Anderson. The case is ongoing. Murto and Bastiaan have an outstanding warrant for their arrest on this case, and Mr. Quinton Ellick is currently in prison with no bail.

These are the ONLY existing cases. No others exist. However, Bastiaan has made criminal allegations against Mr. Anderson which are pending resolution in the prosecutor's office. These are:

- a) A Criminal allegation against Roy Anderson, Jessabel Balutan, Girlie Nina Asinas, Fe Dela Cruz and Sheriff Amelito D. Twano for "trespassing" as a result of Jessabel Balutan, Girlie Nina Asinas, Fe Dela Cruz and Sheriff Twano entering the premises of his apartment complex and posting a legal notice on his door regarding the seizure of shares. It is dubious that this will be resolved for prosecution and for Mr. Anderson for having driven the Sheriff to the home of Bastiaan.
- b) A Criminal allegation for Estafa filed by Bastiaan claiming that Roy Anderson committed Estafa by convincing him to invest into the company, My Cyberstaff, Inc.

To the best of plaintiff's knowledge, these are the ONLY two criminal allegations filed thus far by Bastiaan against Mr. Anderson and which are clearly meant to harass plaintiff. It is plaintiff's belief that the prosecutor's office has asked for further data regarding these cases, but that Bastiaan has failed to respond to the request for further information.

There are also pending criminal allegations against Murto and Bastiaan as well that have not been resolved. These are:

- a) An allegation against Murto and Bastiaan for cyber libel filed by Ms. Balutan, Ms. Dela Cruz and Ms. Asinas for the multitude of fake web profiles created on Facebook and other social media sites where it is claimed that Ms. Dela Cruz, Ms. Balutan, and Ms. Asinas along with numerous other ex-staff or friends of Mr. Anderson are whores and for rent and where their personal phone numbers, photographs and the phone numbers of Mr. Anderson were posted on these sites resulting in thousands of texts and phone calls to these numbers from men around the world.
- b) An allegation against Murto for the theft of 2 motor scooters that belonged to Mr. Anderson, and for which Mr. Anderson has the registration and ownership paper for, one of which was sold to the owner of an adult entertainment facility named "Cowgirl Bar" in Barrio Barretto where Murto formerly resided.
- c) An allegation against Murto for theft and selling the industrial vacuum sealing machine owned by Mr. Anderson to the owner of a hotel/adult entertainment facility named Arizona Hotel in Barrio Barretto where Murto formerly resided.
- d) An allegation against Murto and Bastiaan for access fraud for using the bank card of Ms. Balutan to purchase a company in the USA named UtilCare USA, Inc. which they solely control and into which company Murto and Bastiaan hoped to move the client base of Current Utilities, Inc and My Cyberstaff, Inc into as evidenced

by the letters written by Murto to Bastiaan dated 7 July, 2015 and by Bastiaan to Murto dated 1 July, 2015. (**Annex "O"** and **Annex "P"**).

20. In PEOPLE OF THE PHILIPPINES VS. DULCE PAMINTUAN G.R. No. 172820 the Supreme Court states:

"Art. 315. Swindling (estafa). - Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:

"1st. The penalty of prision correccional in its maximum period to prision mayor in its minimum period, if the amount of the fraud is over 12,000 pesos but does not exceed 22,000 pesos; and if such amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional 10,000 pesos; but the total penalty which may be imposed shall not exceed twenty years. In such cases, and in connection with the accessory penalties which may be imposed and for the purpose of the other provisions of this Code, the penalty shall be termed prision mayor or reclusion temporal, as the case may be[.]

"1. With unfaithfulness or abuse of confidence, namely:

"(b) By misappropriating or converting, to the prejudice of another, money, goods or any other personal property received by the offender in trust, or on commission, or for administration, or under any other obligation involving the duty to make delivery of, or to return the same, even though such obligation be totally or partially guaranteed by a bond; or by denying having received such money, goods, or other property[.]

"The elements of estafa under this provision are: (1) the offender's receipt of money, goods, or other personal property in trust, or on commission, or for administration, or under any other obligation involving the duty to deliver, or to return, the same; (2) misappropriation or conversion by the offender of the money or property received, or denial of receipt of the money or property; (3) the misappropriation, conversion or denial is to the prejudice of another; and (4) demand by the offended party that the offender return the money or property received.

"The essence of this kind of estafa is the appropriation or conversion of money or property received to the prejudice of the

entity to whom a return should be made. The words 'convert' and 'misappropriate' connote the act of using or disposing of another's property as if it were one's own, or of devoting it to a purpose or use different from that agreed upon. **To misappropriate for one's own use includes not only conversion to one's personal advantage, but also every attempt to dispose of the property of another without right."**
(emphasis ours).

By misappropriating commissions due to Current Utilities, Inc. and My Cyberstaff, Inc. and directing same to the coffers of Mr. Murto Nel and Mr. Bastiaan Derksen by depositing same into illegally opened bank accounts, and by denying the payment of monies owed due to fallacious and fictitious claims that another has cases in court against the victim as a justification for withholding and misappropriating monies owed and by claiming that one is the owner of some business that one clearly is not the owner of, the defendants have undeniably committed the Crime of Estafa.

21. Trade secrets are not currently defined under any specific rule of evidence under Philippine law. However, time and again, their protection is sought and their enforcement pursued before Philippine courts. Trade secrets are recognized as confidential under many laws, which provide penalties for the breach of confidentiality.

The **World Intellectual Property Organization** of which both the Philippines and the United States of America are members, trade secrets are defined as follows:

"Broadly speaking, any confidential business information which provides an enterprise a competitive edge may be considered a trade secret. Trade secrets encompass manufacturing or industrial secrets and commercial secrets. The unauthorized use of such information by persons other than the holder is regarded as an unfair practice and a violation of the trade secret. Depending on the legal system, the protection of trade secrets forms part of the general concept of protection against unfair competition or is based on specific provisions or case law on the protection of confidential information.

"The subject matter of trade secrets is usually defined in broad terms and includes sales methods, distribution methods, consumer profiles, advertising strategies, lists of suppliers and clients, and manufacturing processes. While a final determination of what information constitutes a trade secret will depend on the circumstances of each individual case, clearly unfair practices in respect of secret information include industrial or commercial espionage, breach of contract and breach of confidence."

(Emphasis Ours)

The Revised Penal Code, for one, penalizes the revelation of industrial or trade secrets of an employer by an employee. Also, the Securities Regulation Code prohibits the Securities and Exchange Commission from requiring the revelation of trade secrets or processes in any application, report or documentation filed before it.

In corporate rehabilitation proceedings, the Rules of Procedure on Corporate Rehabilitation allow the court to issue an order to protect trade secrets or other confidential research or information of debtors.

The National Internal Revenue Code of 1997 likewise prohibits and punishes any employee of the Bureau of Internal Revenue who shall divulge any confidential information or trade secrets concerning the business income or inheritance of any taxpayer.

The Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990, in turn, limits the right of the public to information through the access of records, reports or information on chemical substance and mixtures if those are confidential and would ultimately result in divulgence of trade secrets.

From the above, one thing is abundantly clear — **trade secrets are considered confidential information.**

In at least one case, *Banco Filipino vs Monetary Board* (142 SCRA 523 [1986]), the Supreme Court ruled that the mere fact that a law declares information confidential does not mean that it is privileged in nature.

In layman's terms, this means that, when a matter is considered privileged, not even a court of law can require it to be presented in evidence.

Privileged matters are given special treatment and a cloak of secrecy in the interest of a higher policy. A good example is communication between husband and wife.

The Rules of Court explicitly protect the communication from being presented in evidence even if it is necessary to decide a pending case in the higher interest of protecting the sanctity of the marriage.

Thus, according to Philippine jurisprudence trade secrets including customer lists are clearly privileged information.

In *Air Philippines Corporation vs. Pennswell Inc.*, (December 13, 2007), petitioner Air Philippines Corporation was a domestic corporation engaged in the business of air transportation services, whereas respondent Pennswell Inc. was engaged in the business of manufacturing and selling industrial chemicals, solvents and special lubricants.

Pennswell sold and delivered to Air Philippines Corporation sundry goods in trade. Air Philippines refused to pay its outstanding obligations to Pennswell, contending that it was defrauded and deceived by Pennswell when the latter merely altered the names and labels of the goods that it had sold.

Pennswell filed a complaint for collection against Air Philippines. During the trial, Air Philippines filed a motion to compel Pennswell to give a detailed list of the chemical components and the ingredients used for the products that were sold. Pennswell opposed the motion for production, contending that the requested information was a trade secret that it could not be forced to disclose.

So, the issue in the case is whether the requested information was privileged in nature.

The Supreme Court found that the ingredients and chemical content of the product requested by Air Philippines formed part of the trade secrets of Pennswell.

Citing precedents, the Court held that because of public policy, trade secrets are privileged and the rules providing for the production and inspection of books and papers do not authorize their production in a court of law.

The Court further held that, like banking transactions, trade secrets are among the recognized restrictions to the right of the people to information as exemplified in the Constitution.

In the context of the case at hand, the Supreme Court reiterated that the revelation of respondent's trade secrets will serve no better purpose to the disposition of the case at bar, which involves a collection of a sum of money.

The judicial recognition of trade secrets as privileged information is a significant measure taken by the Supreme Court to protect and enhance business in the Philippines.

In the words of the Supreme court, “[t]rade secrets should receive greater protection from discovery because they derive economic value from being generally unknown and not readily ascertainable by the public.”

For instance, Coca-Cola has been in possession for almost 125 years of the trade secret behind its successful beverage—Coke.

Other businesses likewise rely on trade secrets to dominate or, at least, remain a player in the industry they are engaged in.

Lists of their customers, with home phone numbers, addresses, amount of electricity consumption, when their contract expires, etc. are the trade secrets of Current Utilities, Inc. and My Cyberstaff, Inc. Those customer lists comprise the entirety of the revenue source of the companies mentioned. And those lists were sent daily to Murto and Bastiaan by Tara Energy, Inc. and Shawna despite requests to cease this practice. In fact, those lists were sent to Murto and **NOT sent to plaintiff** despite the contractual obligation of Tara Energy to provide those lists to Plaintiff on a daily basis. Clearly, this shows collusion between Shawna, Cori and Messrs. Derksen and Nel to cripple and hurt My Cyberstaff, Inc. as much as possible. Each customer is valued at a minimum of \$300 and Shawna, Cori and Tara Energy, LLC provided lists of customers exceeding \$150,000 in value to Nel and Derksen.

By providing continuous and up to date information about these customers to Mr. Murto Nel and Mr. Bastiaan Derksen, allowing them to call, contact and attempt to persuade these customers that they are the rightful party in a contract between that customer and My Cyberstaff, Inc./Current Utilities, Inc. Shawna and Cori have revealed the trade secrets of the company and Mr. Murto Nel and Mr. Bastiaan Derksen as recipients of this information and users of the same information and are thus clearly guilty of the Crime of **DISCOVERY AND REVELATION OF SECRETS** which is penalized under Art. 291.

The collective and concerted acts of the respondents, thru connivance, conspiracy and mutually helping one another with intent to gain without the consent of My Cyberstaff Inc.’s legitimate Board of Directors, constitute the crime of **ESTAFA** and is penalized under Art. 317 and 318 of the Revised Penal Code, and the Crime of **DISCOVERY AND REVELATION OF SECRETS** under Art. 291 as amended.

Considering the foregoing, I respectfully pray that the respondents, **MURTO NEL, BASTIAAN JOHANNES ARNOLDUS DERKSEN, CORY NOVY, AND SHAWNA DIXON** all be charged for the crime of **ESTAFA** under Art. 317 AND 328 of the Revised Penal Code, and for the crime of **DISCOVERY AND REVELATION OF SECRETS** under Art. 291 of the

Revised Penal Code. That an extradition request be submitted to the USA as per the RP-US Extradition Treaty, which was executed on 13 November 1994, to gain custody of Ms. Cory Novy and Ms. Shawna Dixon, and that a no-bail Warrant of Arrest be issued for the accused due to the large sum of money concerned.

IN WITNESS WHEREOF, I have signed my name this 20th of March 2017 in Olongapo City, Zambales.



ROY LEONARD ANDERSON

Complainant-Affiant

BA 819896

Passport #

SUBSCRIBED AND SWORN to before me this 20th of March 2017 in Olongapo City, Zambales, complainant-affiant exhibiting to me his Canadian passport numbered ~~BA819896~~ *BA819986* valid until October 9, 2022.

I hereby certify that I have personally examined the complainant-affiant and I am satisfied that he voluntarily executed and understood the forgoing Complaint-Affidavit.

CHARLIE LIM YAP
ASSOCIATE CITY PROSECUTOR

Administering Officer