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REPUBLIC OF THE MARSHALL ISLANDS

DIVINE F. WAITI
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IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

EIGIGU HOLDINGS CORPORATION)	Civil Action no. 2014 –067
)	
Plaintiff)	
)	PLAINTIFF’S <u>FIRST AMENDED</u>
-V-)	COMPLAINT;
)	
LEANDER LEANDER and LIJUN LEANDER,)	
)	
Defendants)	
_____)	

Comes now, the Plaintiff herein, Eigigu Holdings Corporation (“EHC”), by and through counsel, Divine F. Waiti, and files this Amended Complaint in addition to it’s original complaint filed on April 7, 2014 and states as follows:

JURISDICTION

1. Jurisdiction of this matter is vested in this Court pursuant to Article VI, Section 3, of the Constitution, Article X, Section 2 of the Constitution, Section 262 of the Judiciary Act, and Section 202 of the Special Proceedings Act;

PARTIES

2. EHC is a Nauru government-owned entity, established in June 25, 1996, and was transferred the property owned by the Nauru Local Government Council (“NLGC”), the Eastern Gateway Hotel, Majuro, Republic of the Marshall Islands, herein after referred to as “the Premises”. Attached herewith and marked as Plaintiff’s Exhibit P-1, are blue prints depicting the premises.
3. The Defendants Leander Leander and Lijun Leander were husband and wife, have been doing business on Majuro as Maggie Store, and Mr. Robin Tsitsi had leased the portion of the premises on behalf of the NLGC since 2001, and revised the lease in 2002 and 2010.

FACTS

4. NLGC entered into ground lease agreement with the landowners in 1990 to build a hotel on the portion of Remjon and Wotje Weto known as the “Eastern Gateway Hotel”. Attached herewith and marked as *Plaintiff’s Exhibit P-2*, is the copy of the Lease Agreement of 1990 (“the Master Lease”). The lease requires the Lessee to pay to Lessors \$20,257.80 per year.
5. On April 14, 2001, Robin Tsitsi entered leased agreement for Nauru council with Leander Leander and his wife, Lijun Leander, (“the Leanders”) for 10 years, ending on April 30, 2017. *See Plaintiff’s Exhibit – P-7.*
6. On September 25, 2002, the lease agreement was revised and extended, the Leanders entered into this extended agreement for 25 years commencing September 25, 2002 to

September 24, 2027. A sum of \$200,000 is paid to Rubin Tsitsi, who personally used the money without the Plaintiff's knowledge. *See Plaintiff's Exhibit P-8.*

7. On July 9, 2010, the Leanders further amended and revised the lease and entered into 2nd revised agreement and sub-leases the building to Z Brothers, the first floor, second floor, and third floor. The term was extended to 2035 and then to 2040. *See Plaintiff's Exhibit P-9;*
8. Due to Rubin personally misappropriation of the funds, the EHC was unable to pay for the annual rent on the premises from July 15, 2004 to July 15, 2011. See para.1 of *Plaintiff's Exhibit P-11.*
9. Through subleases Defendant allows wastes and or nuisance activities such as prostitution to happen on the leased properties; *See Plaintiff's Exhibit P-14.* That Defendant Tenants operated the 'Island Disco' and facilitated prostitution and other human trafficking activities on the premises for both Chinese and the Marshallese girls on the second floor, causing offenses to the sense, an obstruction to the free use of property, and essentially interfered with the comfortable enjoyment of life, and devalue of premises that is meant for a hotel devaluation can be assessed by the Court.
10. Due to the non-payment and nuisance and wastes that occurs on the premises, sometime around April 20, 2012, the landowner's decided to terminate and gave notice for the termination of the 1990 master lease (See Notice of Default of 1990 Lease Agreement by David Strauss; *See Plaintiff's Exhibit P-11*);
11. May 8, 2012, termination of the Original Lease was recorded in the Land Registration Authority.

12. September 6, 2013, Plaintiff through David Aingimea gave notice of the termination of the 1990 Original Lease to the Tenant.
13. The Plaintiff entered into agreement with the Landowners, and first agreed to cure the non-payment to the lease and paid damages for non-payment in the amount of \$182,000, and secondly entered a new lease agreement which requires the Plaintiff to pay \$60,000 per year, and prohibit illegal and nuisance activities on the premises. Unfortunately, the Plaintiff is able to cure nuisance and wastes on the premises, the Defendant and sublease holders continues to operating unlawful activities and nuisance business on the leased premises on very restrictive manner (*See Affidavits of Yolanda Lodge-Ned and Emlin Samuel*);
14. November 2013, the landowners and plaintiff entered into a new lease agreement and the following terms were agreed on: *Attached as Plaintiff's Exhibit P-12*.
 - (a) The Plaintiff pays \$15,000 per quarter for the sum of the lease;
 - (b) Waste and Nuisance is prohibited. Tenant shall not commit or suffer to be committed, any waste on the premises, or any nuisance.
 - (c) Any subleases or assignment – the landowners must be notified in writing and given 30 days notice to object to the proposed sublease or assignment. Land owners will not unreasonably object unless such involves illegal or immoral use or creates a public or private nuisance.
15. On January 9, 2014, Plaintiff informed the Tenants of the termination of the Old Subleases including the Defendants Subleases – a notice to forfeiture of the building from the leaseholders.

16. The Eastern Gateway hotel has also deteriorated and there has been wastage in the property. Mr. Vyko Adeang visited the Z brothers and saw the conditions of the building. *Attached Plaintiff's Exhibit P- 15.*
17. To prove for the nuisance, Mr. Vyko Adeang organized an undercover to check for the prostitution activities on the premises, and that on May 21, 2014, James Keppa and Jamaica Adeang went to the second floor of the Eastern Gateway where Z brothers had subleased and during their visit, had described an instance of exchanges for prostitution and were having conversation with Marshallese girls who were practicing prostitution on the premises (*See Joint Affidavit of James Keppa and Jamaica Adeang*).
18. According to Emlin Amlej, the former prostitute on Eastern Gateway, testified that she has involved in the prostitution at the Eastern Gateway, and she knows that Leander Leander knows about the bosses and other persons who ran the prostitution activities on the premises. She Confirm Shelma, Mimi, and Kimberly working as prostitute at Eastern Gateway. *See Affidavit of Emlin Amlej.*
19. On May 27, 2014, Plaintiff sent notice to Leander Leander to inspect the premises. Lease does not contain termination clause for the Plaintiff for nuisance, and did not requirement the Plaintiff to issue notice to terminate the 2010 lease. See Exhibit D-10;
20. On August 7, 2015, Notice was given to all tenants including the Plaintiff by landowners to vacate the premises – notice of forfeiture. *See Exhibit D-10.*
21. Defendants refused to vacate the premises stating that they have a valid sub-lease.
22. Defendants were in breached of Section 19 of the 2010 Amended Lease Agreement.
23. Due to the breach of nuisance, it resulted in the termination of the 1990 master lease and causes the landowners to pay \$60,000, rather than \$20,257.80 per year in the original

lease. The Plaintiff suffers loss of earnings of \$39,743 per year, and will continue to make loss for the next 22 years, until 2040, and computed in the amount of \$874,346. The Plaintiff has already made losses of \$158,975 for the year 2013 till 2017.

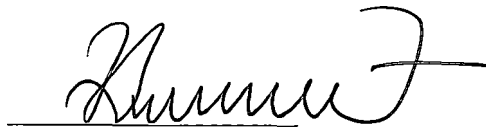
24. Due to the nuisance, and coupled with the problem with advance payment of \$271,000 made to Mr. Rubin Tsitsi, causes the Plaintiff' inability to pay for the increase amount of lease for the quarters every year. Plaintiffs have to subsidize funds from Nauru every year to pay for the lease payment, while if the lease was not terminated, the plaintiff could have afford \$20,257.80 on the original lease every year. *See Affidavit of the Acting CEO, Nasio Jeremiah.*
25. While the Plaintiff incurred loss, Defendant gained more value from the subleases making an estimation of \$253,000 per years for the subleases. *See Plaintiff's Exhibit P-13.*

WHEREFORE, the plaintiff in furtherance to other reliefs prays to this Court to:

- (1) Award general damages of \$158,975 for the loss incurred for the last four years, and future losses of \$874,346, which the Plaintiff will suffer from 2018 until 2040;
- (2) Grant damages for waste of the premises in the amount to be determined by court and order for assessment;
- (3) Grant order to evict the Defendants and any of Defendants sublease tenants from the premises from operating illegal activities and nuisance on the premises;
- (4) Order the Defendant to cease and desist committing or suffering others to commit nuisance and waste on the premises;

- (5) Grant order for the Plaintiff to inspect the property on quarterly basis to ensure no continuation of nuisance and waste on the premises;
- (6) Grant access for the Plaintiff to develop the rooftop using the stairways and any other accessibility and restrained any restrictions imposed by the Defendant;

Dated: October 9, 2018

A handwritten signature in black ink, appearing to read "Divine F. Waiti", written over a horizontal line.

Divine F. Waiti

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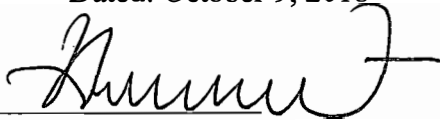
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CERTIFICATE OF SERVICE

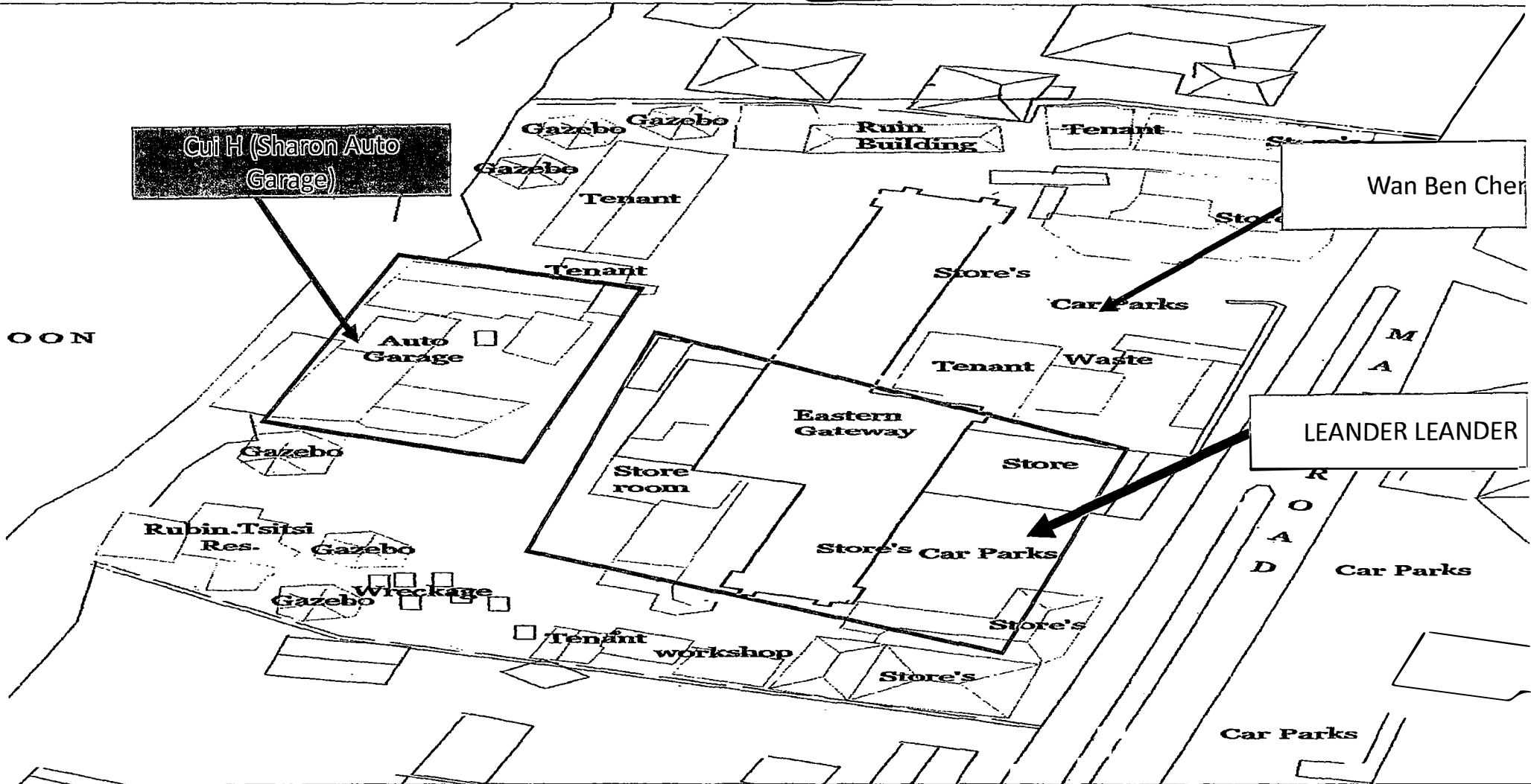
email
ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

I certify that a copy of this document will be served on the counsel for Defendants through his email, James McCaffrey. James@mccaffreyfirm.com, this date or soon thereafter file stamp of the document.

Dated: October 9, 2018



Divine F. Waiti



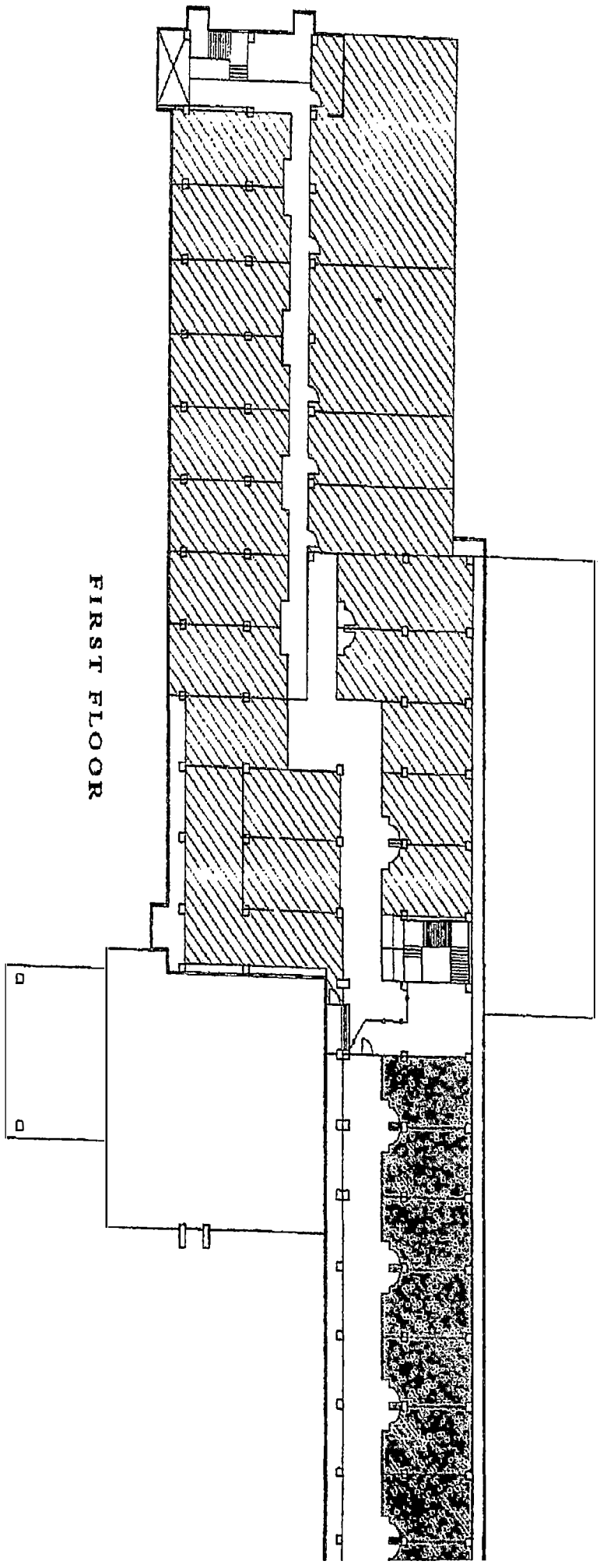
Marshall Island Gateway hotel

**EASTERN GATEWAY Dalep
SITE PLAN**

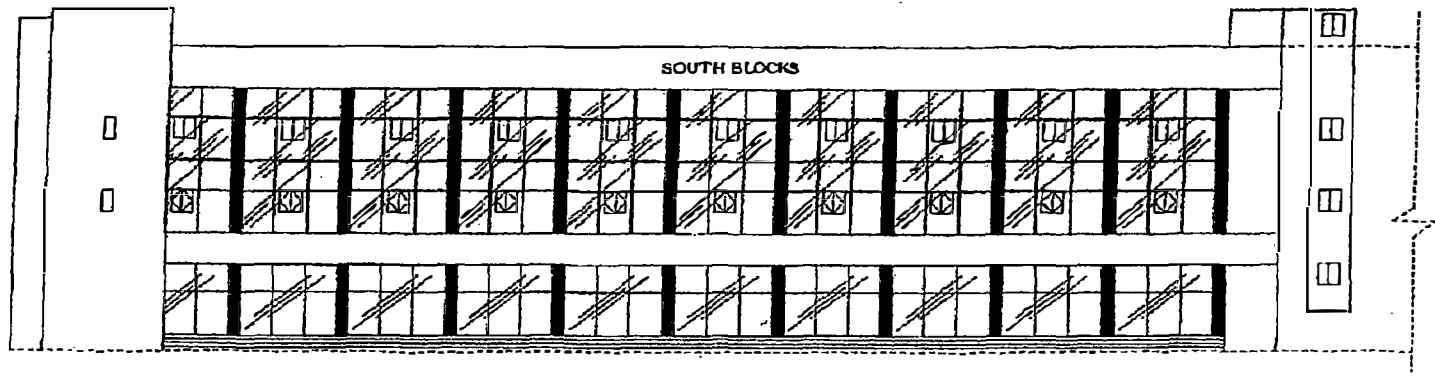
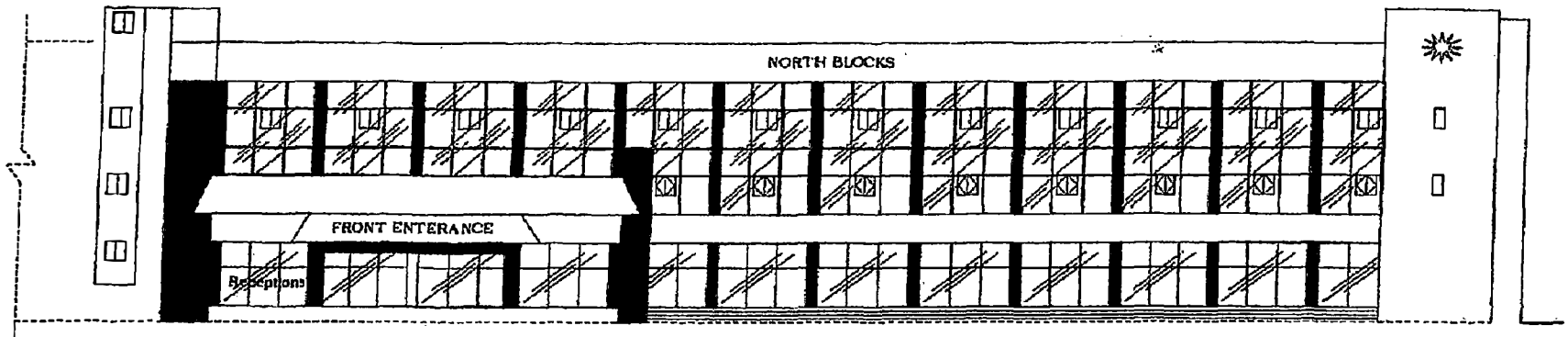
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TION

EIGIGU HOLDING CORPORATION
ARCHITECTURAL SERVICES - INTERIOR & EXTERIOR
SUSTAINABLE LIVING AND INNOVATION

DATE: 09-13-2013
DRAWN BY: MASON.D.MWAREOW
CHECK BY: SEAN HALSTEAD



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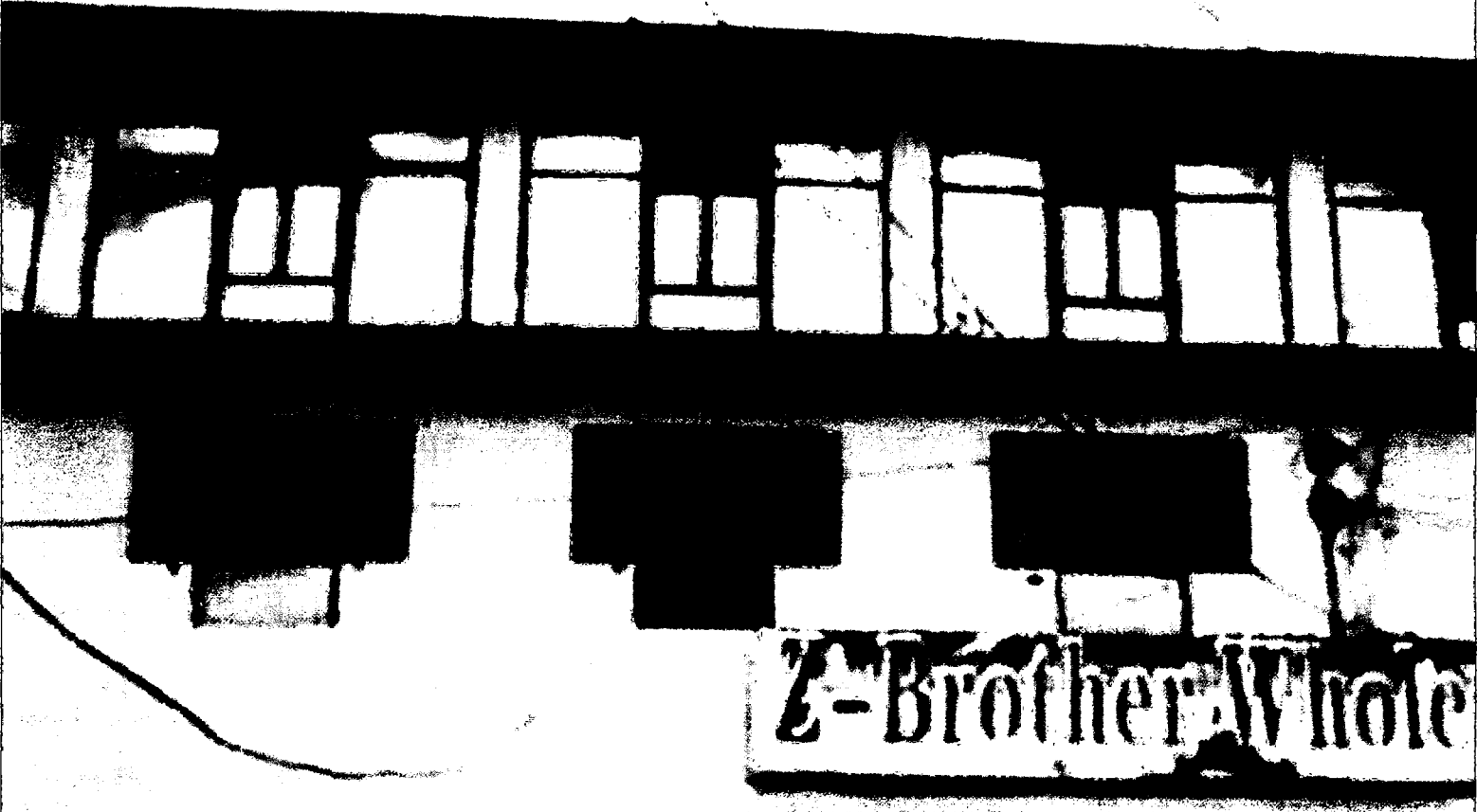
CONSTRUCTION TO BE IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA AND DIMENSIONS ARE TO BE VERIFIED ON SITE BY CONTRACTORS PRIOR TO SET OUT AND DIMENSION DIMENSION TAKE PRECEDENCE OVER SCALE (DON NOT SCALE OFF PLAN) ALL DIMENSIONS CONFIRM TO THE RELATIVE STANDARD PERTAINING TO THEIR WORK

EE DRAFTING SECTION
 EIGIGU HOLDING CORPORATION
 ARCHITECTURAL SERVICES - INTERIOR & EXTERIOR DESIGN
 SUSTAINABLE LIVING AND INNOVATION
REPUBLIC OF NAURU
EIGIGU ENTERPRISE

EASTERN GATEWAY AYD FRONT ELEVATION
 DATE: 09-13-2013 *Not to*
 DRAWN BY: MASON.D.MWAREOW
 CHECK BY: SEAN HALSTEAD

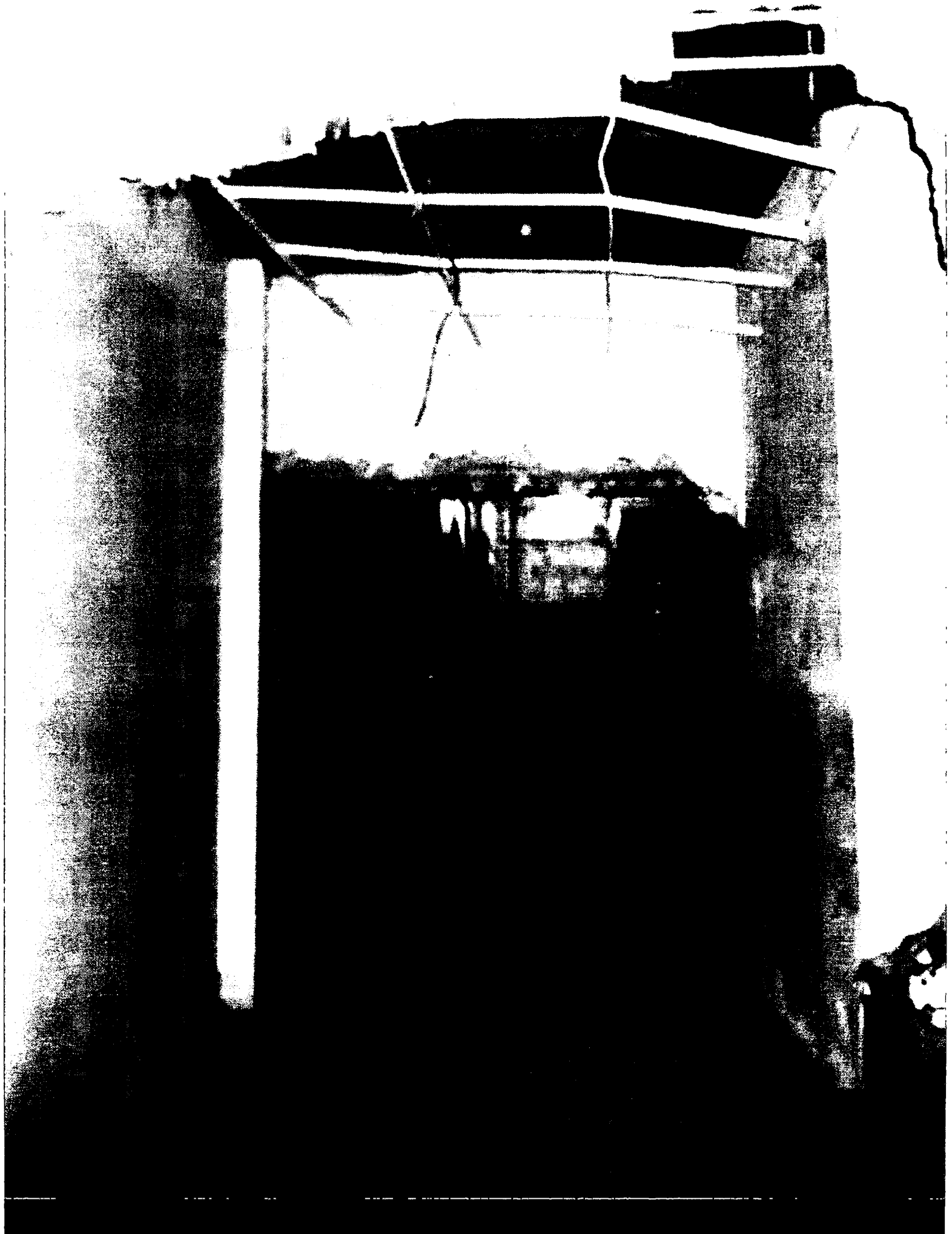
EXHIBIT
P-15

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REPUBLIC OF THE MARSHALL ISLANDS

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

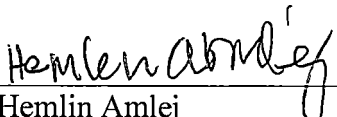
EIGIGU HOLDINGS CORPORATION)	Civil Action no. 2014 – 067
Plaintiff)	
)	
-V-)	
)	AFFIDAVIT IN SUPPORT
LEANDER LEANDER JR and LIJUN LEANDER)	
)	
Defendants)	
_____)	

I, Hemlin Amlej, declare under the penalty of law that the foregoing is true and correct to the best of my knowledge and belief:

1. I am of legal age and competent to testify to this matter in court;
2. I am one of the former sex worker on the Eastern Gateway hotel;
3. I am now 24 years of age, born on May 3, 1994;
4. I started engaged in the prostitution since I was 20 years around 2015, and had stopped when I got pregnant;
5. That I sometimes stayed at Tom Shu’s apartment in Delap, that is also running prostitution and owned by Leander Leander, and most times I go to the Eastern Gateway hotel when they called that fishermen needed to have sex there;
6. There is one room allocated at the Eastern Gateway for the Marshallese girls to wait for the men especially fishermen who comes and wants to have sex there;
7. The fishermen would buy drinks and we get drunk and when they want to have sex we use one of the rooms in the apartment;


8. If a fisherman like to sleep overnight with a girl they would pay for \$20 for one girl and \$45 for the room, and if the fisherman just wants to have sex that it would be \$10;
9. Sometimes the fishermen don't like to use condom while we like them to use condom, and sometimes the fishermen used marijuana as well;
10. I know of the girls 5 girls who are working as prostitutes and always around at the Eastern Gateway, and they are Selina who is only 15 years old at that time, Jolenty, Rebecca, Kimberly and Kilmath;
11. Leander Leander knows about the prostitution activities that is going on at the Eastern Gateway and he knows the bosses and he comes collects money from them including the prostitution trailer runs by Tom shu at Delap;
12. These statements are true to the best of my knowledge.

Dated: October _____, 2018


Hemlin Amlej

This was sworn before me this _____ day of October, 2018


Notary Public

 True Copy
Nang Jack
NOTARY PUBLIC
Republic of the Marshall Islands
My commissions expires on the
12 day of FEB 20 20

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ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

EIGIGU HOLDINGS CORPORATION)	Civil Action no. 2014-067
Plaintiff)	
)	
-V-)	
)	AFFIDAVIT IN SUPPORT
LEANDER LEANDER JR and LIJUN LEANDER)	
)	
Defendants)	
)	

I, Nasio Jeremiah, declare under the penalty of law that the foregoing is true and correct to the best of my knowledge and belief:

1. I am of legal age and competent to testify to this matter in court;
2. I am the acting Chief Executive Officer (CEO) of Eigigu Holding Corporation in Nauru and the Marshall Islands;
3. I was appointed as the Acting CEO on January 8, 2018;
4. That based on information and review of the Eigigu Holding case files,
5. I understand that the landowners have terminated the 1990 Original Lease with the Eigigu Holdings Company, due to non-payment of lease and nuisance and waste on the Eastern Gateway Hotel;
6. That Plaintiff entered into agreement with the Landowners, and first agreed to cure the non-payment to the lease and paid damages for non-payment in the amount of \$182,000, and secondly entered a new lease agreement which requires the Plaintiff to pay \$60,000;
7. That under the original lease of 1990, the Plaintiff was required to pay only \$20,257.80 per year in the original lease. The Plaintiff suffers loss of earnings of \$39,743 per year, and will continue

to make loss for the next 22 years, in the amount of \$874,346. So far, the Plaintiff has made losses in the amount of \$158,975 for the year 2013 till 2017.

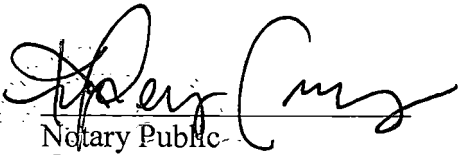
8. Due to the nuisance, Plaintiffs has suffered financially and I have to arrange for transfer of funds from Nauru every year to pay for the lease payment to the landowners. Shouldthe lease was not terminated; the plaintiff could have afforded the \$20,257.80 on the original lease every year.
9. These statements are true to the best of my knowledge.

Dated: October 09, 2018



Nasio Jeremiah

This was sworn before me this 09 day of October, 2018


Notary Public

Kimberly N. Timothy
NOTARY PUBLIC

Republic of the Marshall Islands

My commission expires on the 27th day of April 2019

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ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

EIGIGU HOLDINGS CORPORATION)	Civil Action no. 2014 -067
)	
Plaintiff)	
)	
-V-)	AFFIDAVIT OF YOLANDA
)	LODGE-NED
LEANDER LEANDER and LIJUN LEANDER,)	
)	
Defendants)	
)	

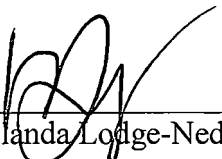
I, Yolanda Lodge-Ned, of Wotje Weto, Delap, Majuro, Marshall Islands, depose and state as follows:

1. I am one of the landowners for Wotje Weto, holding the Senior DriJerbai titles, acting in fact for my sister Barbara Lobju, for the portion of land which the Eastern Gateway property is leased;
2. As a landowner, I have been vocal about the leased and the Eastern Gateway properties since the leases were entered;
3. The landowners have entered into agreement to lease the land for the building of a hotel and we would like to see that the purposes for which the land was leased is to be fulfilled;
4. I have knowledge and involved in the termination of the 1990 lease due to none payments of the original lease, the illegal activities and nuisances that are happening on our land and on the properties, and for other reasons;
5. As landowners we were hoping to see a five-star hotel built on the land and not somekind of barricaded leased properties with rebars and surveillance cameras that does not allow

anyone to enter the premises,even as landowners and we could not ourselves entered the buildings;

6. It has been a common knowledge that illegal activities and nuisance are happening on the Eastern Gateway properties, and some years ago, even when the Police attempted to raid and investigate to stop the illegal activities but they could not;
7. The Landowners entered a Land lease 2013 setting obligations that Eastern Gateway Hotel to be operated as a hotel. That all illegal activities, nuisance and waste be cured. There was an increase land lease due to the illegal activities conducted in Eastern Gateway Hotel and the waste to the building itself.
8. The statements are true to the best of my knowledge

Dated: October ____, 2018



Yolanda Lodge-Ned

Sworn and subscribed before me this 9th day of October, 2018



Notary Public

Kimberly N. Timothy
NOTARY PUBLIC
Republic of the Marshall Islands
My commission expires on the
27th day of April 20 19