

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

PHILIPPE CAHEN; SUMMIT CAPITAL  
HOLDINGS SA; and CONTINENTAL  
FINANCE GROUP SA,

Plaintiffs,

-against-

CHARLES GREGOIRE DE ROTHSCHILD,

Defendant.

Index No.

**SUMMONS**

Index Number was purchased on  
August 31, 2011

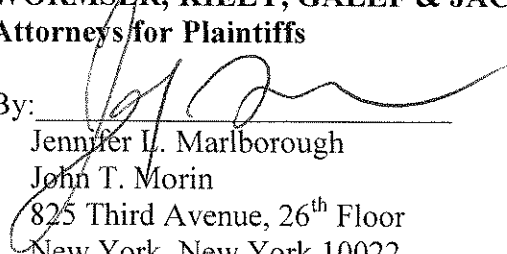
Venue is based on CPLR § 503(a)

**TO THE ABOVE NAMED DEFENDANT:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action, and to serve a copy of your answer, or if the Complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' attorneys within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the State, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York  
August 31, 2011

**WORMSER, KIELY, GALEF & JACOBS LLP**  
**Attorneys for Plaintiffs**

By:   
Jennifer L. Marlborough  
John T. Morin  
825 Third Avenue, 26<sup>th</sup> Floor  
New York, New York 10022  
(212) 687-4900

TO:

Charles Gregoire de Rothschild  
c/o GDR Privee, Inc.  
16 West 45<sup>th</sup> Street, 2<sup>nd</sup> Floor  
New York, New York 10036

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-against-

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**COMPLAINT**

Plaintiffs Philippe Cahen, Summit Capital Holdings SA and Continental Finance Group SA, by their attorneys Wormser, Kiely, Galef & Jacobs LLP, allege the following as their Complaint:

**PARTIES**

1. Plaintiff Philippe Cahen ("Cahen") is a citizen and resident of the Grand Duchy of Luxembourg ("Luxembourg") and is a Director of Summit Capital Holdings SA ("Summit") and of Continental Finance Group SA ("Continental").

2. Plaintiff Summit Capital Holdings SA is a corporation organized and existing under the laws of Luxembourg.

3. Plaintiff Continental Finance Group SA is a corporation organized and existing under the laws of Luxembourg.

4. Upon information and belief, Defendant Charles Gregoire de Rothschild (previously known as Charles Gregoire Rothschild) ("Rothschild") is a citizen and resident of the County and State of New York.

5. Upon information and belief, Rothschild may previously have been known as Aaron J. Berdah.

6. Upon information and belief, Rothschild conducts business and maintains an office for the conduct of business in the County of New York, State of New York.

### **VENUE**

7. Under CPLR § 503(a), venue is proper in this Court as Defendant resides in the County of New York.

### **THE NATURE OF THE ACTION**

8. This action seeks a declaratory judgment pursuant to CPLR §3001. As reflected in the allegations below, this action seeks to adjudicate the rights and legal relations of the parties to a controversy that is presently justiciable.

### **UNDERLYING FACTS**

9. From July 26, 2004 to April 27, 2006, Rothschild served as an uncompensated member of the Board of Directors of Summit.

10. On February 22, 2011, Abe M. Shainberg, Esq., an attorney in New York purporting to represent Rothschild, sent a letter to Cahen, in which he alleged that Cahen had entered into an agreement (individually and as “President” of Summit) with Rothschild, in accordance with which Rothschild would be paid One Million Euros and be granted twenty-six percent (26%) of the stock of Summit in compensation for Rothschild’s work with Summit. A copy of that letter is annexed as Exhibit A.

11. In response, Cahen’s Luxembourg attorney, Stéphane Lataste, responded in a March 8, 2011 letter in which he denied that Cahen or Summit had ever entered into any

agreement with Rothschild for any remuneration. A copy of the March 8, 2011 letter is annexed as Exhibit B.

12. More than three months later, on June 26, 2011, a Texas attorney, Joe W. Stuckey, Esq., emailed Mr. Lataste that he now represented Rothschild with respect to Rothschild's claims against Summit, Cahen, Continental and others, and enclosed certain documents including correspondence from 2004. A copy of that letter and the referenced correspondence is annexed as Exhibit C.

13. Plaintiffs' New York attorneys, Wormser, Kiely, Galef & Jacobs LLP, responded to Mr. Stuckey in a July 21, 2011 letter, asking for clarification of Rothschild's claims, noting that the attachments to the June 26, 2011 email did not elucidate any basis for any claims by Rothschild. A copy of the July 21, 2011 letter is annexed as Exhibit D.

14. Mr. Stuckey replied in an August 4, 2011 email in which he wrote that Rothschild had lent "his name and reputation" to Cahen's "company" (presumably Summit), and that "several promises were made to him", and that he "demands appropriate compensation" for allegedly enhancing the reputation of Summit and for the promises allegedly made to him. A copy of that August 4, 2011 email is annexed as Exhibit E.

15. Plaintiffs' attorneys attempted once again to obtain the specifics of Rothschild's claims in an August 24, 2011 letter to Mr. Stuckey, a copy of which is annexed as Exhibit F. In that letter, Plaintiffs' attorneys noted that, despite Rothschild's accusations, Rothschild did not provide any assistance in Summit becoming a success or in enhancing its reputation and he did not provide any business contacts that were of any value. To the contrary, Plaintiffs, their directors, officers and representatives never undertook or agreed to pay or otherwise compensate

Rothschild for any services performed by him on behalf of the Plaintiffs, and his main contribution was the routine approval of some Board resolutions as a Director of Summit, which is an unremunerative position.

16. In response to this letter, Mr. Stuckey wrote in an August 24, 2011 email that Rothschild planned to commence litigation.

**AS FOR A FIRST CAUSE OF ACTION  
(DECLARATORY JUDGMENT)**

17. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 16 above as if set forth at length hereat.

18. None of the Plaintiffs ever entered into any agreement, oral or written, with Rothschild to compensate him for any work that he did for, or on behalf of, any of the Plaintiffs.

19. Therefore, Rothschild is not entitled to any compensation from any of the Plaintiffs.

20. Plaintiffs seek a declaration from the Court that Plaintiffs are not obligated to compensate Rothschild in any form.

**AS AND FOR A SECOND CAUSE OF ACTION  
(DECLARATORY JUDGMENT)**

21. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 16 above as if set forth at length hereat.

22. To the extent that Rothschild is alleging entitlement to a “finders fee” for introducing investors to Summit, such a claim is barred under the New York Statute of Frauds (N.Y. General Obligations Law § 5-701(a)(10)).

23. Plaintiffs seek a declaration from the Court that any claim by Rothschild for compensation for introducing investors to Defendants is barred by the Statute of Frauds.

**AS AND FOR A THIRD CAUSE OF ACTION  
(DECLARATORY JUDGMENT)**

24. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 16 above as if set forth at length hereat.

25. To the extent that Rothschild is alleging an agreement to compensate Rothschild for any services he performed for Plaintiffs in or before the 2004, such a claim would be barred by the New York Statute of Limitations (CPLR § 213(2)).

26. Plaintiffs seek a declaration from the Court that Rothschild is barred from making a claim for breach of contract against any of the Plaintiffs.

**WHEREFORE,** Plaintiffs seek judgment as follows:

(i) On the First Cause of Action, a declaration that Defendant is not entitled to any compensation from Plaintiffs;

(ii) On the Second Cause of Action, a declaration that any claim by Defendant that he is entitled to compensation for introducing any potential investors to Plaintiffs is barred under New York General Obligations Law § 5-701(a)(10);

(iii) On the Third Cause of Action, a declaration that Defendant is barred from making a breach of contract claim under CPLR § 213(2); and

(iv) The costs and disbursements of this action, together with such other and further relief as this Court deems just and proper.

Dated: New York, New York  
August 31, 2011

Wormser, Kiely, Galef & Jacobs LLP

By: 

Jennifer L. Marlborough

John T. Morin

Attorneys for Plaintiff

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