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CLARK COUNTY, NEVADA

RAFAEL R. WILSON)
)
Plaintiff,)
) COMPLAINT FOR DIVORCE
-vs-)
)
ELENA CONTRERES WILSON,) CASE NO.
) DEPT. NO.
Defendant.) DOCKET NO.
_____)

I

That Plaintiff is a resident of the State of Nevada, and for a period of more than six weeks before this suit is brought and action commenced, has resided and been physically present and domiciled in the State of Nevada, and now resides and is domiciled therein, and during all of said period of time Plaintiff has had, and still has the intent to make said State of Nevada his home, residence and domicile for an indefinite period

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II

That Plaintiff and Defendant intermarried on or about the 29th day of June, 1965, in Manila, Phillipenes and ever since said date, have been and now are husband and wife.

III

That there are no minor children born the issue of said marriage.

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CLARK COUNTY, NEVADA

RAFAEL R. WILSON,)
Plaintiff,)
-vs.-) A F F I D A V I T
)
ELENA CONTRERES WILSON,) CASE NO.
) DEPT. NO.
Defendant.)
_____)
STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

RAFAEL R. WILSON, being first duly sworn, deposes and says:

1. That your Affiant is the Plaintiff herein and I am familiar with all the facts and circumstances herein.

2. That my wife, ELENA CONTRERES WILSON, resided separate and apart from me at 614-F Quirino Ave., Tambo, Paranaque, Metro Manila, Philippines since on or about approximately a year ago.

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3. That your Affiant believes that Defendant now resides at her last known address: 614-F Quirino Ave., Tambo, Paranaque, Metro Manila, Phillipines.

FURTHERMORE, your Affiant sayeth not.

_____
RAFAEL R. WILSON

SUBSCRIBED and SWORN to before me
this ____day of October, 1990.

_____
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IV

That there is no community property belonging to the parties situated within the State of Nevada.

V

That there are no community debts of the parties to be adjudicated by this Honorable Court.

VI

That Plaintiff and Defendant are incompatible, and their tastes, natures, views, likes and dislikes have become widely separated and divergent so that the parties have been, and now are incompatible to such an extent that it is impossible for them to live together as husband and wife, so that it now appears that there is no possibility of a reconciliation between the parties hereto that a happy marital status can no longer exist.

WHEREFORE, Plaintiff prays:

1. That the bonds of matrimony now and heretofore existing between the parties hereto be dissolved, and that each of the parties hereto be restored to the status of a single, unmarried person.

2. For such other and further relief as the Court deems meet and proper in the premises.

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TATE OF NEVADA)

) ss:

COUNTY OF CLARK)

NORBERTO CARLOS CANDELLONE, being first duly sworn, deposes EVADA)

) ss:

COUNTY OF CLARK)

NORBERTO CARLOS CANDELLONE, being first duly sworn, deposes d belief, except for those matters therein stated on information and belief, and as for those matters he believes it to be true.

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`Ypayments of $6,990.00, and as part payment toward the buy out of the disguntled minority shareholders ($9,416.00). In addition Mr. Martin had to use personal funds ($14,584.00) to complete the buyout of the shareholder's disappointment of financing not being completed and that Mr. Oehler had received 55% of "Rio" for $100.00 without fulfilling his promise to finance the mill.

XIII

That by February 12, 1985, financing had not been completed. Mr. Oehler told Mr. Martin that financing arrangements could be completed if Mr. Martin would buy the property located at 955 Las Vegas Valley Drive, Las Vegas, Nevada. An escrow was opened on the condominium with the sum of $1,000.00 down and $199,000.00 to be tender at close of escrow. Escrow was opened on February 12, 1985. Mr. Martin had been promised by Mr. Oehler that this would help his financing of the mill and Mr. Martin would be able to complete the purchase after selling from of his shares.

On February 13, 1985, Mr. Oehler left for Hawaii and did not complete the financing.

XIV

On June 1, 1985, Mr. Oehler submitted his resignation as director and President of "Rio". Mr. Goodnite also submitted his resignation as director and secretary/treasurer. Mr. Oehler retained his shares, stating that he would tender all but 250,000 shares at such time as he was paid $50,000.00. At this point, the corporation had no valuable assets. The 116 association mining claims on the New Mexico property became worthless since "Rio" had not performed the mininium assessment work to keep the claims active.

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Plaintiffs shares in "Rio" have now become worthless due to Mr. Oehler's failure to perform as promised. Plaintiffs' collctively hold 1,920,000 shares. Had Mr. Oehler performed as agreed, said shares would have been worth from $2.00 to $5.00 per share. Plaintiffs therefor have been damaged by Mr. Oehler's failure to perform in an amount in excess of $3,840,000.00 Had Mr. Oehler kept the 116 association claims active "Rio" shares would at least have had some worth. Since he failed to do so, the shares are worthless and Plaintiffs seek damages.

SECOND CAUSE OF ACTION

As and for a second, separate and distinct cause of action, Plaintiffs complains of Defendant as follows:

I

Plaintiffs incorporated Paragraphs I through XV of their First Cause of Action, as though fully set forth herein, and made a part hereof.

II

Mr. Oehler had a duty to "Rio's" stockholders to perserve the corporation assets while he was in control of "Rio". He failed to meet that duty by failing to keep the 116 association claims in the New Mexico property active.

III

Due to Mr. Oehler's failure "Rio" is now worthless, therefore the Plaintiffs shares are worthless in spite of the fact that when Mr. Oehler took control of the company said shares were worth $1,920.00.

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âå<éî$-Á|?È`=chýkpæ~w¿¢§¬_DIóLQùSXÖ1ÎYSecond Cause of Action, and I through III of the Third Cause of Action, as though fully set forth herein, and made a part hereof.

II

In reliance on Mr. Oehler's representations, Mr. Martin gave up an $335.00 per month apartment and agreed to by Mr. Oehler's condominium for $200,000.00. Prior to this arrangement, Mr. Martin had paid an amount in excess of $10,000.00 to repair Mr. Oehler's property and reimburse Mr. Oehler for fair market rental of said property from December, 1984, through the time that escrow failed to close in May, 1985.

III

Since escrow failed to close due to the fact that Mr. Oehler failed to performed as represented and Mr. Martin relied on these promises to be detriment, Mr. Martin should be refunded in any amounts paid in excess of $335.00 per month from December, 1984, through November, 1985. That would be the amount he would have been paying if not for Mr. Oehler's representations. Said amount is the difference between $4,220.00 and $11,584.00. Therefore, said amount is $7,364.00.

IV

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Since Plaintiffs have lost the assets worth at least $1,920,00 due to Mr. Oehler's failure to act to maintain assets Plaintiffs hereby demand Mr. Oehler return the $1,920,000.00 they lost.

THIRD CAUSE OF ACTION

As and for a third, separate and distinct cause of action, Plaintiffs complains of Defendant as follows:

I

Plaintiffs incorporated Paragraphs I through XV of their First Cause of Action, and Paragraphs I through IV in their Second Cause of Action, as though fully set forth herein, and made a part hereof.

II

Mr. Oehler caused the assets of "Rio" to loose value while he was in control.

III

Mr. Oehler caused the assets of "Rio" to loose value while he was in control. "Rio's" assets are worth $1.00 per share. "Rio" had 4,445,000 issued and outstanding shares. Therefore, Mr. Oehler has damaged "Rio" in the amount of $4,445,000.00, and should reinburse "Rio" in that amount.

FOURTH CAUSE OF ACTION

As and for a fourth, separate and distinct cause of action, Plaintiffs complains of Defendant as follows:

I

Plaintiffs incorporated Paragraphs I through XV of their First Cause of Action, and Paragraphs I through IV in their

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âå<éî$-Á|?È`=chýkpæ~w¿¢§¬_DIóLQùSXÖ1 »Y$1,000.00 payment to open escrow, $1,094.00 to repair the condominium. Therefore, Mr. Martin has paid the total amount of $11,584.00. Since this amount was paid out by him since he moved into the condo at 955 Vegas Valley Drive, Las Vegas, Nevada, and in addition he was present for the benefit of the corporation and he answered the company's phone and conducted business in said condominium for the benefit of the corporation, Mr. Martin should be allowed to reside in the condominium until December 25, 1985. This is the amount of time that the payments made should guaranteed him based on fair market value.

VI

Should any of these alternatives be selective, Mr. Martin should be granted an reasonable time to relocate. His presence in said condominium was mainly for the good of the corporation, and Mr. Oehler at least owes him reasonable time to relocate.

WHEREFOR, Plaintiffs pray for judgment as follows:

1. On the Account of the First Cause of Action the sum of $3,840.00.

2. On the Account of the Second Cause of Action the sum of $1,920.00.

3. On the Account of the Third Cause of Action the sum of $4,500.00.

4. On the Account of the Fourth Cause of Action the sum of $7,364.00; the right to possession of the property until December 25, 1985, or a reasonable time to locate other accomodations.

5. For attorney's fees and costs of suit.

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âå<éî$-Á|?È`=chýkpæ~w¿¢§¬_DIóLQùSXÖ1Y 6. For such other and further relief and the Court may seem meet and just.

_____

JOSEPH H. WILLIAMS

Attorney for Plaintiffs

325 South Third Street-Suite 4

Las Vegas, Nevada 89101