

EXHIBIT A

SUMMARY OF THE CASE

AND REQUEST FOR ORAL ARGUMENT

On March 11, 1998, the High Court of Justice, Queen's Bench Division, Commercial Court, in London, England entered a money judgment against the Defendant/Appellant, Harold F. Ilg ("Ilg"), and in favor of Plaintiff/Appellee, The Society of Lloyd's ("Lloyd's"). Ilg was served on Aug. 20, 2003, with a Complaint to Enforce Foreign Money Judgment filed on Aug. 13, 2003, in the U. S. District Court for the Eastern District of Missouri.

On Dec. 3, 2003, Lloyd's filed a Motion for Judgment by Default and for Sanctions. This motion was improperly filed, as notice was not properly given to Ilg. Lloyd's improperly filed most motions since Dec. 3, 2003. On Dec. 19, 2003, the District Court improperly acted on this *ex parte* filing, and denied Ilg the ability to file any pleadings until Lloyd's took Ilg's deposition. Lloyd's never attempted to take said deposition from Dec. 19, 2003 to July 12, 2004, the date the Judgment was ordered.

Because of this Dec. 19, 2003 Order, Ilg was precluded from participating in his defense from that date through the conclusion of the proceedings.

On Jan. 29, 2004, the District Court improperly acted on Ilg's Motion to Dismiss, since Ilg was prohibited by the District Court from participating in his defense because he could not file any documents, and did not properly receive service from Lloyd's.

On July 12, 2004, the District Court erred in granting Lloyd's request for Summary Judgment. Ilg was precluded from demonstrating to the District Court that there was a genuine issue to a material fact since Ilg had been denied his right to due process because he had not received proper service since Dec. 3, 2003, and he was unable to file any pleadings with the District Court since Dec. 19, 2003.

Ilg timely filed notice of appeal on Aug. 10, 2004.

Ilg respectfully requests 30 minutes for oral arguments. Oral argument is necessary for a complete exposition of the issues and to permit the Court the opportunity to question the participants on the issues presented by this appeal.

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JURISDICTIONAL STATEMENT

On July 12, 2004, the United States District Court entered its Final Order for Summary Judgment in favor of Lloyd's.

Ilg filed his Notice of Appeal with the United States District Court on Aug. 10, 2004.

Appellate jurisdiction lies in this Court under 28 U.S.C. § 1291, for appeal from a final decision of the United States District Court.

STATEMENT OF ISSUES

POINT 1. The District Court erred in granting Summary Judgment on July 12, 2004, based on the position there were no material undisputed facts in the record. There were no undisputed facts because (A) Ilg was not properly served pleadings since Dec. 3, 2003, and (B) Ilg had not been allowed by the District Court to file any pleadings since Dec. 19, 2003; therefore denying him his right to due process, pursuant to Amendment V of the United States Constitution.

POINT 2. The District Court erred on Jan. 29, 2004, in denying Ilg's Motion to Dismiss, denying him his right to due process, pursuant to Amendment V of the United States Constitution, because Ilg was not properly served pleadings since Dec. 3, 2003, and Ilg had not been allowed by the District Court to file any pleadings since Dec. 19, 2003.

STATEMENT OF THE CASE

On March 11, 1998, the High Court of Justice, Queen's Bench Division, Commercial Court, in London, England entered a money judgment against the Defendant/Appellant, Harold F. Ilg ("Ilg"), and in favor of Plaintiff/Appellee, The Society of Lloyd's ("Lloyd's"). Ilg was served on Aug. 20, 2003, with a Complaint to Enforce Foreign Money Judgment filed on Aug. 13, 2003, in the U. S. District Court for the Eastern District of Missouri.

Ilg timely filed a Motion to Dismiss pursuant to Fed. R. Civ. Proc. 12 (b).

On Dec. 3, 2003, Lloyd's filed a Motion for Judgment by Default and for Sanctions. This motion was never properly served upon Ilg, as it did not comply with Fed. R. Civ. Proc. 5(b)(2).

On Dec. 19, 2003, the District Court erred in its Order granting Lloyd's Motion that all pleadings be stayed by Ilg until completion of his deposition, because the motion was never properly served, therefore denying Ilg due process.

On Jan. 29, 2004, the District Court erred in its Order to deny Ilg's Motion to Dismiss because Lloyd's never acted by taking Ilg's deposition. Since Lloyd's never requested to take Ilg's deposition, Ilg was denied due process since he was not permitted by Court Order to file any pleadings and

he was led to believe by the District Court that this Motion to Dismiss would not be acted upon until Lloyd's took Ilg's deposition.

On July 12, 2004, the District Court erred in granting Summary Judgment based on the position there were no material undisputed facts in the record. There were no undisputed facts because (A) Ilg was not properly served pleadings since Dec. 3, 2003, and (B) Ilg had not been allowed by the District Court to file any pleadings since Dec. 19, 2003; therefore denying him his right to due process, pursuant to Amendment V of the United States Constitution.

STATEMENT OF THE FACTS

1. Ilg became an Underwriting Name at Lloyd's effective January 1, 1987, and resigned effective December 31, 1992. During January 1996, Ilg moved from Missouri to Florida, and has not been a resident of Missouri since that date. (Docket ("Doc.") 45). On March 11, 1998, some five years and two months from Ilg's resignation date, Lloyd's alleges it obtained a judgment from an English Court. On August 13, 2003, Lloyd's filed suit in U. S. District Court, Eastern District of Missouri, Eastern Division, some ten years and eight months after Ilg's resignation from Lloyd's, and some five years and five months after obtaining the alleged English judgment.

2. Ilg had retained the law firm of Peper, Martin, Jensen, Maichel and Hetlage ("Peper, Martin") in the mid 1990's to obtain legal advice in regards to matters related to Lloyd's. (Doc. 52). Sometime after the mid-1990's, Peper, Martin merged their practice into the successor firm of Blackwell Sanders Peper Martin LLP. ("Blackwell Sanders"). Lloyd's chose to use this very same law firm, Blackwell Sanders, to file suit against Ilg in this matter on August 13, 2003. (Doc. 1).

3. On September 29, 2003, Blackwell Sanders contacted Ilg by fax and notified him that a Rule 16 Conference was being held October 3, 2003. (Addendum ("Add.") A-16). This gave Ilg less than four days to prepare for

a conference that he had never heard of before. While it is comforting to get the apology of the District Court for this lack of proper notice, it did little to allow for the proper preparation of this important Conference. (Doc. 66, P. 5, L. 5 to L. 13).

4. On Oct. 3, 2003, while waiting for the Rule 16 Conference to start, Lloyd's Chicago Counsel, Hannafan And Associates ("Hannafan") Lead Counsel, Mr. Michael Hannafan ("M. Hannafan") indicated that he wanted to take Ilg's deposition, limited to the area of residency. Ilg agreed to have his deposition taken immediately after the Rule 16 Conference. (Doc. 66, P.24, L.13 to P. 25, L.6). During the Rule 16 Conference, one of the co-defendant's counsel objected to this deposition, (Doc. 66. P. 25. L.'s 7-16), and the District Court directed that this deposition be postponed, (Doc. 66, P. 32, L.'s 2-24), but that it must be taken in St. Louis. (Doc. 66, P.34 L. 24 to P. 35, L. 10). Immediately after the Conference, Ilg approached M. Hannafan, and suggested the date of October 29, 2003. It was agreed that the deposition would be taken in the offices of Blackwell Sanders, but without the involvement of anyone from the firm of Blackwell Sanders. Mr. Clithero, of Blackwell Sanders, indicated that he was going to be out of town, away at "school matters" in Phoenix, Arizona.

5. On October 9, 2003, at 10:39 a.m., M. Hannafan called Ilg on his cell phone and a discussion ensued over a variety of subjects. The call lasted for nineteen minutes. Ilg inquired if the deposition could be taken in his hometown of Naples, Florida. M. Hannafan indicated that he had a home within a few miles of this area, but was not planning on being there in the near future, and that he wanted the deposition taken as soon as possible. The date of October 29, 2003, was confirmed, although M. Hannafan said that he would not be able to attend, but that his son, Mr. Blake Hannafan, ("B. Hannafan") would attend and take Ilg's deposition. The deposition was to be taken at the offices of Blackwell Sanders, but because of the potential conflict of interest, no one from Blackwell Sanders would attend.

6. On October 13, 2003, Blackwell Sanders sent a Notice of Deposition. (Doc. 75, Exhibit "C"). Ilg received this notice on October 20, 2003. This notice instructed Ilg to bring various documents to the deposition. This is the first mention of a document request from Lloyd's. It should be noted that if the deposition would have been taken immediately after the Rule 16 Conference as originally agreed to, it would have been impossible to have any documents ready since the topic had only been broached that same morning.

7. On October 21, 2003, Blackwell Sanders faxed an Amended Notice of Deposition. (Doc. 75, Exhibit D). The cover letter noticed Ilg that the deposition was now going to be taken telephonically by M. Hannafan, or a representative of Hannafan's office, but still in Blackwell Sanders Office. Mr. Clithero also indicated, as had been agreed to at the Rule 16 Conference, that he would not be present. (Add. A-12).

8. On October 27, 2003, Ilg called Mr. Clithero. Because of travel, Ilg did not receive this Amended Notice of Deposition until his return to St. Louis on October 27, 2003. The purpose of the call was to discuss who was going to look at the documents that were requested to be brought to the deposition. B. Hannafan was going to be in Chicago, and Ilg was going to be in St. Louis at the offices of Blackwell Sanders, but as previously agreed no one from the firm of Blackwell Sanders was going to attend. Ilg also wanted to discuss items on the document request. Some of the items were impossible to comply with.

Mr. Clithero's secretary indicated that he was out of town and asked Ilg if he wanted to leave a message. Ilg left a message indicating that he foresaw complications with the deposition, and asked Mr. Clithero to call, and left a number to be reached at.

9. On October 29, 2003, at approximately 9:15am, a mere forty five minutes before the scheduled deposition, a Mr. Siston called and left the following message:

“Ah, yes Mr. Ilg. This is Scott Siston, I’m an attorney with Blackwell Sanders Peper Martin. I’m Mike Clithero’s associate. Ah, Mike forwarded me a voice mail that you had left him. Ah, I think the Oct. 21 letter is pretty self-explanatory. It’s quarter after nine on Wednesday. Ah, I guess we’ll look forward to seeing you here in about forty five minutes, and to the extent we have not received any documents from you yet, ah, hopefully of course you’ll be there ready to provide them when you arrive so that they can be used for your deposition. So if you need me, call if you have any questions, otherwise we’ll look forward to seeing you at ten o’clock. I’m at 314-345-6204.” Ilg has retained his phone message, and will bring it to the Oral Argument to play for the Court if it so desires.

Approximately ten minutes later Ilg returned Mr. Siston's phone call. After a brief conversation, Ilg told Mr. Siston that he would not attend the deposition because of his concern of who was going to look at the documents, and that because the telephone call of Oct. 27, 2003, was not returned sooner, it would be impossible to go forward with the deposition on this date.

Approximately fifty minutes later, B Hannafan called and said Ilg had not contacted anyone. Ilg told him that was not the case. B. Hannafan called Ilg a liar, after which Ilg hung up.

Later that same morning of October 29, 2003, Ilg filed his Motion to Dismiss Blackwell Sanders due to a Conflict of Interest. (Doc. 52).

10. On November 7, 2003, a mere nine days after the scheduled deposition, Blackwell Sanders withdrew from this action. (Doc. 61). Ilg does not know what would be better proof to this Court that a conflict of interest existed than to have the alleged conflicted Counsel resign from the case.

11. On November 25, 2003, Noce & Buckley filed an Entry of Appearance on behalf of Plaintiff Lloyd's, but executed the pleading as "Attorneys for Defendant Fuerst". (Doc. 67).

12. On December 1, 2003, Ilg entered a Motion to Dismiss Noce & Buckley due to conflict of interest because they could not represent both parties. (Doc. 71). Also, the brother of the Managing Partner of this firm was a Judge in this instant case. (Doc. 8).

13. On December 3, 2003, Lloyd's improperly filed a Motion for Judgment by Default and Sanctions via attempted electronic service on a *pro se* litigant. (Doc. 74).

14. On Dec. 19, 2003, the District Court ruled on the improperly filed Motion for Judgment by Default and Sanctions. The District Court ordered that all pleadings be stayed by Ilg until the completion of his deposition. (Doc. 85).

15. On Jan. 29, 2004, the District Court improperly acted on Ilg's Motion to Dismiss, because during the Rule 16 Conference, the District Court indicated that it would not rule on Ilg's Motion to Dismiss until Lloyd's took Ilg's deposition. (Doc. 66, P.34. L's 1-23).

16. On July 12, 2004, the District Court erred in granting Summary Judgment based on the position there were no material undisputed facts in the record. There were no undisputed facts because (A) Ilg was not properly served pleadings since Dec. 3, 2003, and (B) because Ilg had not been able to file any pleadings since Dec. 19, 2003; therefore denying him his right to due process, pursuant to Amendment V of the United States Constitution. (Doc.'s 171 and 172).

SUMMARY OF THE ARGUMENT

POINT 1. At Argument Point 1, pages 13 to 21, Ilg contends that the District Court erred in granting Summary Judgment based on the position that there were no material undisputed facts. There were no material undisputed facts because (A) Ilg never was given proper service of pleadings as all were improperly filed electronically and (B) Ilg was not permitted by the Court the opportunity to present his case.

POINT 2. At Argument Point 2, pages 21 to 24, Ilg contends the District Court erred on Jan. 29, 2004, in denying his Motion to Dismiss since Ilg had been denied his right to due process because he had not been properly served pleadings since Dec. 3, 2004, and he had not been allowed to file any pleading since Dec. 19, 2003.

Ilg was effectively "gagged, blinded folded, and bound" by Lloyd's and the District Court. Of the hundreds, if not thousands, of pages filed in this action after Dec. 19, 2003, Ilg was not permitted to file ANY, nor was he properly noticed on most of them.

ARGUMENT

POINT 1. The District Court committed a reversible error on July 12, 2004, when it granted Lloyd's Motion for Summary Judgment because Ilg was (A) improperly served and (B) prohibited by the District Court from filing any documents to demonstrate a dispute existed.

Fed. R. Civ. P. 56 (c) sets forth that a summary judgment shall be rendered if the pleadings show that there is no genuine issue as to any material fact. It was not possible for Ilg to demonstrate that there were any issues to a material fact because (A) Ilg was not properly served Lloyd's Motion for Summary Judgment (as well as numerous other Lloyd's documents) and thus was unable to respond to the District Court; and, (B) even if properly served, Ilg was prohibited from submitting any documents to the District Court under the District Court's direct order of Dec. 19, 2003.

A. Fed. R. Civ. P. 5 (b)(2) states that service is made by: (a) delivering a copy by handing it to the person, or leaving it at their office, (b) mailing a copy, (c) if no known address, leaving it with the clerk of the court, or (d) delivering a copy by any other means, including electronic means, consented to in writing by the person served.

E.D.Mo. L.R. 5-2.12 states that service may be made by means of the Court's Notice of Electronic Filing where the person so served has consented

in writing to service by such means. Ilg never consented in writing to accepting service by any such means, including electronic means, therefore Lloyd's was required to use the methods indicated in (a), (b), or (c) of Fed. R. Civ. P. 5 (b)(2). Since Lloyd's chose an improper method, service was not properly completed as required by Fed. R. Civ. P. 5 (a).

E.D.Mo. L.R. 3-2.10 states, "As of October 14, 2003, filings shall be made by means of the Court's electronic case filing system, except by pro se litigants.....".

Administrative Procedures for (CM/ECF) III. C. PRO SE LITIGANTS states "Pro Se litigants may not initiate a civil case by e-mail and are exempt from electronic case filing".

The rules are quite clear on this matter. For *pro se* litigants, electronic filing is **NOT** proper service.

On December 3, 2003, Lloyd's improperly filed a Motion for Judgment by Default and Sanctions. (Doc. 74). This Motion was filed electronically and service was improperly attempted to Ilg electronically. It should be noted that this is the first time that a document was filed electronically by Hannafan. All the previously filed pleadings were mailed. Was it a coincidence that a Motion for a Default Judgment and Sanctions was the

first of many pleadings to be filed incorrectly, or was it intentionally done to obtain an unfair advantage over a *pro se* litigant.

Not only did Hannafan improperly file this Motion once, but they improperly filed it twice. Hannafan attempted to electronically transmit this Motion to Ilg's residence in Florida, but also in an ill-fated attempt to prove Missouri residency, they attempted to electronically transmit this to an address in Missouri that is not owned by Ilg. One must wonder what a physical address has to do with an electronic mailbox anyway, but that did not stop Lloyd's from compounding their error.

Of the thirty-two pleadings filed by Hannafan with the District Court after Dec. 3, 2003, thirty were improperly noticed to Ilg. (Doc.'s 81, 83, 95, 96, 98, 99, 100, 101, 102, 114, 123, 124, 125, 126, 127, 133, 134, 153, 154, 155, 156, 157, 158, 159, 160, 161, 165, 168, 169, and 170). This listing includes the Motion for Summary Judgment. (Doc. 98). The other two pleadings do not indicate ANY service, not even improper service. (Doc.'s 82 and 84). While consistency is generally something to strive for, being consistently wrong is not an admirable goal. Especially when someone else is depending and relying on that party's proper performance.

For the sake of good order, it should be noted that Lloyd's St. Louis replacement counsel, Noce & Buckley, L. L. C., did properly notice Ilg on

the four pleadings they filed with the District Court. These pleadings properly noticed that Ilg was a non-participant in Electronic Case Filing. (Doc.'s 148, 149, 151, and 152).

What kind of a precedent would be set if Lloyd's is permitted to file pleadings electronically to a *pro se* litigant? All an opposing Counsel would have to do when facing a *pro se* litigant would be to wrangle an email address from them. The proceedings would go on, and the *pro se* litigant would be none the wiser, because they would never hear anything. The District Court made the wise choice when it embarked on this electronic conversion: for *pro se* litigants, keep the system the same, and not subject them to the electronic filing system.

Lloyd's Counsel Hannafan was quick to run to the District Court and file a Motion asking the District Court to move for an order striking Ilg's Motion to Dismiss Plaintiff's Attorney because it failed to comply with Local Rule 7-4.01. This indicates that Hannafan, although located in Chicago, was aware of the Local Rules of the United States District Court for the Eastern District of Missouri. It should be noted that they neglected to read E.D.Mo. L.R. 1-1.01, because the cite is incorrect on their Motion. They cite "Local Rule 7-4.01", when it should be "E.D.Mo. L.R. 7-4.01". (Doc. 64).

On one hand, Lloyd's Counsels want to use the Rules and Procedures when it benefits them, but have difficulty following these rules and procedures themselves.

Ilg has made a valiant effort to comply with the Rules and Procedures of the Court. Having read the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the Eastern District of Missouri, and the Administrative Procedures for (CM/ECF), it is difficult to defend oneself when opposing Counsel doesn't follow proper procedure and provide proper service. It is next to impossible to try and follow the above procedures, and then have the added complication of not being properly served by the opposing party.

On Oct. 3, 2003, when Ilg went to the Clerk's Office on the Third Floor of the Thomas F. Eagleton Court House, 111 S. Tenth Street, St. Louis, Missouri to file a motion. (Doc. 45). A clerk asked Ilg if he was ready for the electronic conversion later on that month. Ilg responded that he didn't know what she was taking about. The clerk told Ilg that if he didn't sign-up for the filing, that he would have to stand in line and use a machine in the corner that she pointed to. She gave Ilg an E-Filing Registration Form and told him to fill it out and return it to the District Court. Ilg filed out this form as directed, and mailed it to the District Court at the address indicated on the

form. Approximately November 7, 2003, Ilg received the form back from the District Court with his assigned E-Filing Login and Password. (Add. A-14 (Login and Password redacted)). Ilg attempted to file a document utilizing this method from Florida, but was unsuccessful because Adobe Writer was required. Ilg did not have a copy of this program. Adobe Writer is available for approximately \$400. Upon Ilg's return to St. Louis, he visited the Clerks Office on Nov. 20, 2003, to file a motion. (Doc. 63). Ilg asked the clerk some questions related to electronic filing. This clerk asked Ilg if he was an attorney. Ilg responded that he was not. The clerk informed Ilg that he was not permitted to file electronically, as only attorneys were allowed to use the electronic filing system. She instructed Ilg to wait at the counter, and returned shortly with two gentlemen. Ilg explained to the two gentlemen what had transpired. The two gentlemen explained that Ilg had incorrectly been given the E-Filing Registration Form, as this system was limited to attorneys. They said that Ilg's login and password would be voided. They further told Ilg that any documents Ilg wanted to file with the District Court should be on a paper basis, and that any documents that Ilg was to receive would continue to be through the mail. They told Ilg that as far as *pro se* litigants were concerned, there was no involvement allowed by the District Court with the new electronic filing system on either a filing or receipt basis.

While it is difficult for Ilg to document the above conversation, the Court could determine that the above referenced login and password were issued, and subsequently voided, and should be able to verify the dates.

B. Since Dec. 19, 2003, Ilg was not able to file any pleadings until Lloyd's took Ilg's deposition. Lloyd's never attempt to take Ilg's deposition between Dec. 19, 2003, and July 12, 2004. Because of the unfair advantage they had been granted by the District Court, based on an improperly electronically filed Motion, one can surmise that from the position Lloyd's was in, they had nothing to gain by playing fair. Did Ilg have the ability to have his day in court? A review of the Record will expose what truly transpired, a proceeding that took place without Ilg's allowed participation and proper service.

Ilg elected not to participate in the first scheduled deposition of Oct. 29, 2003, because he did not want Blackwell Sanders examining his documents. Did Ilg have to subject himself to this potential conflict of interest because he chose to represent himself? It doesn't take an attorney to figure out that a deposition taken under these circumstances would probably be inadmissible. To at least be given the courtesy of a discussion does not seem to be an

unreasonable request. To that end, Ilg attempted to contact Mr. Clithero and discuss the potential conflict.

The events of October 29, 2003, are indelibly etched into the memory of Ilg because the evening before his only brother passed away. (Add. A-13). The reason Ilg missed Mr. Siston's call was because he was attending to the affairs of his recently departed brother, as he is the sole surviving family member. This family tragedy was not the reason for Ilg's refusal to attend the deposition. Ilg's refusal to attend the deposition was directly related to the inability of Lloyd's Counsels to promptly respond to phone call messages, and the inability of Lloyd's Counsels to deal with this conflict of interest. Ilg feels that his decision to be *pro se* should not result in his being required to inadequately defend himself. It should also be noted that Ilg personally filed the Motion to Dismiss Blackwell Sanders on this day. (Doc. 52).

Lloyd's has alleged "Pursuant to English law, interest in the amount of 8% per annum has accrued from the date of all the judgments to the date of this filing and will continue to accrue until the judgments are satisfied." (Doc. 1, P. 11). This could explain why Lloyd's has waited so long to perfect this alleged English judgment. Post Judgment Interest in the United States for the last three years, Sept. 28, 2001 to Sept. 27, 2004, has ranged from 0.95% to 2.49%. Information derived from the District Courts website at:

"www.moed.uscourts.gov/FinancialSection/PostJudgmentInterestRate.asp".

It actually works in Lloyd's favor to drag this out. Assuming that Lloyd's is ultimately successful in this matter, the longer that this appeal process takes, the more Lloyd's prospers from this higher interest rate. It seems unfair that Lloyd's should profit from their poor handling of this case. Therefore Ilg prays that the Court will mandate that the allowance for interest not be allowed, pursuant to Fed. R. App. P. Rule 37 (b).

POINT 2. The District Court committed a reversible err on Jan. 29, 2004, when it denied Ilg's Motion to Dismiss.

On Jan. 29, 2004, the District Court improperly acted on Ilg's Motion to Dismiss, because during the Rule 16 Conference, the District Court indicated that it would not rule on Ilg's Motion to Dismiss until Lloyd's took Ilg's deposition. (Doc. 66, P. 32 L.'s 2-6 and P.34 L.'s 1-23). For the District Court to rule before Lloyd's took Ilg's deposition is a clear conflict in direction. Ilg did not attend the Jan. 26, 2004, hearing because he was at home in Naples, Florida attending an important organizational meeting, and because he had been led to believe by the District Court that his Motion would not be acted on. In reading the Jan 29, 2004, Memorandum and Order, the District Court ruled "For the reasons set forth below, the Motions

to Dismiss for Improper Venue and Personal Jurisdiction are denied." The "reasons set forth below" do not even mention Ilg, but reference exclusively a co-defendant. (Doc. 106). Ilg feels that the District Court erred in ruling on his Motion to Dismiss, when the District Court had led Ilg to believe that his deposition would be taken before ruling on his Motion to Dismiss. This coupled with the procedural complication of not being allowed to file any pleadings until Lloyd's took Ilg's deposition and because Ilg lives twelve hundred miles away acted to effectively preclude Ilg from participating in his defense. On the one hand the District Court leads Ilg to believe that until Lloyd's takes Ilg's deposition, nothing is going to happen, then on the other hand grants Lloyd's the power to control the timing of all of Ilg's actions. This is a clear restraint on Ilg's due process under the law.

The fact that this action was filed in Missouri, some twelve hundred miles from Ilg's residence, has created a hurdle that is difficult to overcome. The fact that this case is almost twelve years old also acts as an obstacle in the preparation of said defense.

It is somewhat understandable, but not excusable, why Lloyd's was so sloppy. By their own admission, they have hundreds, if not thousands, of these cases. "Less than five percent of the approximately 34,000 Names did not accept the Settlement Offer, and a still smaller number, Defendants

included, refused to pay the Equitas Premium." (Doc. 100, Declaration of Nicholas P. Demery, P. 5. Number 12). That would result in no more than five percent of 34,000, or 1,700 cases. Still quite a number to manage.

This also leads one to wonder, and possibly explain, why Lloyd's did not file suit against Ilg where he lives, in Florida. Was it intentional, or poor record keeping? Ilg has documented that Lloyd's corresponded with Ilg at his address in Naples, Florida as far back as Nov. 26, 1996. (Doc. 45, Exhibit B, 2 of 3). This is more than fifteen months before Lloyd's alleges they obtained the foreign money judgment. Ilg is aware of at least thirty-four cases that Lloyd's has filed in the State of Florida Circuit Courts, all for the identical purpose of attempting to enforce an alleged foreign money judgment. (Add. A-15). There could be many more, but because Ilg is *pro se*, could only locate these. In addition, there is an identical case in the United States District Court for the Eastern District of Pennsylvania in The Society of Lloyd's v. Boris Cohen, Case #:2:02-cv-01194-MAM, where District Court Judge Mary A. McLaughlin ruled on Aug. 6, 2002, that venue is improper in the Eastern District of Pennsylvania, and ordered that the case be transferred to the Southern District of Florida, where venue is proper. Regardless of why Lloyd's chose to pursue Ilg in Missouri, it's not the proper

venue. The issue before this Court; was Ilg given the opportunity to make his case? The record reflects that he was not.

Ilg has attempted to comply with all of the District Court's requirements. Generally a *pro se* litigant is afforded some leeway. Ilg is not asking the Court for any leniency, actually Ilg is asking this Court to require Lloyd's Counsel adhere to the Rules and Administrative Procedures of the District Court. Ilg trusts that this Court will take a more reasonable view of a *pro se* litigant than B. Hannafan who said, "Ilg apparently believes that because he is acting *pro se* he is entitled to ignore the Federal Rules of Civil Procedures and do as he pleases. Any leeway that may typically be afforded to a *pro se* litigant should be ignored due to Ilg's decision not to have counsel represent him" (Doc. 75, P. 3).

CONCLUSION

The District Court has denied Ilg his "day in court". Ilg was precluded from presenting a defense. The District Court acted upon what was effectively an *ex parte* filing, granting Lloyd's the power to determine when Ilg could participate in this case. Lloyd's improperly obtained the ability to control Ilg's participation by not properly filing their Motion, then blocked Ilg's ability to file any pleadings until Lloyd's chose to take Ilg's deposition. Lloyd's never attempted to take Ilg's deposition, effectively denying Ilg his right to due process.

Appellant, Harold F. Ilg, respectfully requests that this Court vacate the District Court's July 12, 2004, Order of Judgment, reverse the District Court's Jan. 29, 2004, denial of Ilg's Motion to Dismiss, that the allowance for interest not be allowed, and that the Court order all such other and further relief that the Court may deem just and proper.

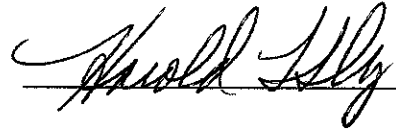
Respectfully Submitted,



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Pro Se

CERTIFICATE OF SERVICE

I hereby certify that two copies of the foregoing instrument was placed in the United States Mail, postage prepaid, this 24th day of Sept. 2004, addressed to: Mr. Michael T. Hannafan, HANNAFAN & ASSOCIATES, Suite 2710, One E. Wacker Drive, Chicago, IL 60601; and Mr. Martin J. Buckley, NOCE & BUCKLEY, Suite 800, 1139 Olive Street, St. Louis, MO 63101.

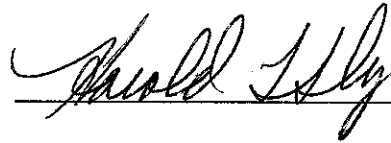


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Pro Se

CERTIFICATE OF COMPLIANCE

I certify that this brief uses the proportional-spaced typeface, Time New Roman 14-point for all text, footnotes, block quotes and headings. Based on a word count under Microsoft Word 2000 (9.0.6926 SP-3), this brief contains 6,765 words.

I also certify that the CD-ROM that I am providing has been scanned for viruses, and has been found to be virus free.



Harold F. Ilg
100 L'Ambiance Circle
Unit 202
Naples, Florida 34108
(239) 514-3648
Pro Se

ADDENDUM

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

THE SOCIETY OF LLOYD'S,)
)
 Plaintiff,)
)
 v.) Case No. 4:03CV01113 HEA
)
 ROBERT W. FUERST, et al.,)
)
 Defendants.)

MEMORANDUM AND ORDER

This matter is before the Court on plaintiff's Motion for Summary Judgment, [# 98], plaintiff's Motion for Entry of Judgment against Defendant Ilg, [# 155], and certain defendants' Motion for Oral Argument on the Motion for Summary Judgment, [# 146]. The motions have been fully briefed. For the reasons set forth below, the motion for summary judgment is granted; the motion for entry of judgment and the motion for oral argument are denied as moot.

Introduction

Plaintiff filed this action seeking to enforce its foreign money judgments entered against the defendants by the High Court of Justice, Queen's Bench Division in London, England under the Missouri Uniform Foreign Country Money-Judgments Recognition Act, R.S.Mo. § 511.770, *et seq.* Plaintiff seeks summary

judgment against defendants Fuerst, Hardin, Ilg, Klein, McCain, Shillington, Cynthia Todorovich, and Michael Todorovich, arguing that under the statute, the judgments entered against defendants are enforceable in that they were duly entered in England and are entitled to recognition in this Court. Defendants, with the exception of defendant Ilg who did not respond to the motion,¹ oppose summary judgment, arguing that they were fraudulently induced into becoming members of Lloyds. This, according to defendants, entitles them to litigate the issues raised in the English Court in this court under the provisions of the Act.

Facts and Background

The Society of Lloyd's is the regulator of an insurance market located in London. It is not an insurer nor does it insure risks. The United Kingdom Parliament created Lloyd's through a succession of Parliamentary Acts and charged it with the duty and authority to regulate those who conduct insurance business in the Lloyd's market.

The only insurers in the Lloyd's market are underwriters known as "Names." Names are grouped together in "syndicates," which provide the actual insurance in

¹ Defendant Ilg responded to the Complaint herein but has not responded to the Motion for Summary Judgment. Because plaintiff is entitled to summary judgment with respect to all defendants, the Court will include Ilg in its references to the defendants and in its discussion of the merits herein. The Motion for Entry of Judgment is accordingly moot.

the market. Syndicates are controlled by a managing agent who is responsible for attracting capital to insure the underwritten risks and supervising all underwriting activities. Names are passive investors, but incur personal and direct liability with respect to a portion of a syndicate's risk in the Lloyd's market.

Defendants are Names in the Lloyd's market. They were permitted to conduct insurance business in Lloyd's market only after agreeing to Lloyd's regulatory jurisdiction. In particular, defendants entered a General Undertaking that obligated them to comply with the Parliamentary Acts under which Lloyd's was created and to submit any dispute arising out of their membership or underwriting at Lloyd's for resolution by English courts pursuant to English law.

Traditionally, underwriting in the Lloyd's market has been a profitable venture, but Names in the market incurred substantial losses in the late 1980's and early 1990's. Many Names found themselves unable to satisfy their obligations to policyholders and a significant amount of litigation arose in the market.

Lloyd's addressed the loss issues by implementing the Reconstruction and Renewal Plan in 1996. This plan had two parts: (1) It required each Name to purchase reinsurance for underwriting obligations on 1992 and prior underwriting years of account from a newly formed company, Equitas Reinsurance Ltd.; and (2) it made an offer of settlement to each Name with liabilities on 1992 and prior

underwriting years of account to end litigation and assist Names in meeting their obligations. The Names were not required to accept the Settlement Offer, but were required to pay their Equitas premium and other outstanding underwriting obligations.

One provision of the mandatory Equitas agreement precluded Names from bringing actions they might have had against Lloyd's as a set-off or counterclaim to a suit brought by Lloyd's to enforce the Equitas premium. (The pay now, sue later provision). Another provision provided that Lloyd's calculation of the Equitas premium was conclusive in the absence of manifest error. (The conclusive evidence clause.)

Lloyd's calculated the Equitas premium owed by defendants. None of the defendants herein accepted the Settlement Offer. Defendants failed to make the premium payment. Lloyd's brought suit in the High Court of Justice, Queen's Bench Division in London against each of the defendants herein and other Names who had not paid their Equitas Premium in full.

Lloyd's notified each of the defendants of the commencement of the English Action against him or her by serving each defendant through their agent, Additional Underwriting Agencies (No. 9), Ltd. (AUA9), which was appointed by Lloyd's as a substitute agent to execute the reinsurance contract on behalf of the Names. Each of

the defendants, with the exception of Shillington, filed an Acknowledgment of Service of Writ of Summons through their solicitors of record.

The English Court entered judgment in Lloyd's favor against defendants March 11, 1998. The judgments against defendants Shillington and Cynthia Todorovich were default judgments. Neither Shillington nor Cynthia filed any application to set aside these default judgments. The remaining defendants appeared in the action and presented defenses. The defenses were rejected and judgments were entered. Leave to appeal these judgments was denied.

Certain Names filed fraud claims in the English Courts after the affirmance of the "pay now, sue later" clause. These claims have been resolved. See *Society of Lloyd's v. Jaffray* (High Court of Justice 3 Nov. 2000) and *Society of Lloyd's v. Jaffray* (Court of Appeal 26 July 2002).

Lloyd's brought this action against defendants in this Court seeking recognition and enforcement of the English judgments.

Summary Judgment Standard

The standards for summary judgment are well settled. "[C]laims lacking merit may be dealt with through summary judgment under Rule 56." *Swierkiewicz v. Sorema N.A.*, 534 U.S. 506, 514. (2002). Rule 56 of the Federal Rules of Civil Procedure provides that summary judgment should be rendered if the pleadings,

depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Fed.R.Civ.P. 56(c). In determining whether summary judgment should issue, the Court must view the facts and inferences from the facts in the light most favorable to the nonmoving party. *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986); *Employers Mut. Cas. Co. v. Wendland & Utz, Ltd.*, 351 F.3d 890 (8th Cir. 2003); *Enter. Bank v. Magna Bank* 92 F.3d 743, 747 (8th Cir. 1996). The moving party has the burden to establish both the absence of a genuine issue of material fact and that it is entitled to judgment as a matter of law. Fed.R.Civ.P. 56(c); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247 (1986); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986); *Enter. Bank*, 92 F.3d at 747. Once the moving party has met this burden, the nonmoving party may not rest on the allegations in his pleadings but by affidavit or other evidence must set forth specific facts showing that a genuine issue of material fact exists. Fed.R.Civ.P. 56(e); *Anderson* 477 U.S. at 256; *Krenik v. Le Sueur*, 47 F.3d 953, 957 (8th Cir. 1995). To survive a motion for summary judgment, the “nonmoving party must ‘substantiate his allegations with sufficient probative evidence [that] would permit a finding in [his] favor based on more than mere speculation, conjecture, or fantasy.’ *Wilson v. Int’l Bus. Machs. Corp.*, 62

F.3d 237, 241 (8th Cir. 1995)(quotation omitted).” *Putman v. Unity Health System*, 348 F.3d 732, 733-34 (8th Cir. 2003). “[A] complete failure of proof concerning an essential element of the nonmoving party’s case necessarily renders all other facts immaterial.” *Celotex*, 477 U.S. at 323. see also *Landon v. Northwest Airlines, Inc.*, 72 F.3d 620, 624 (8th Cir.1995) (finding that in employment discrimination cases, “the plaintiff’s evidence must go beyond the establishment of a prima facie case to support a reasonable inference regarding the alleged illicit reason for the defendant’s action.”). The Court will review the facts in this case with the stated standards in mind.

Discussion

Defendant Shillington argues that he was not received notice of the English action within sufficient time to defend. This argument fails because, pursuant to the agreements, his agent received notice and sent that notice on to him. The notice sent by the agent advised him that a default may be taken against him if he did not respond within the specified time. Furthermore, even assuming the truth of his argument that he did not learn of the English judgment until the default had been entered, he took no action whatsoever to have the default set aside.

Defendants argue that the judgments against them should not be enforced because they violate the principles of due process and the public policy of Missouri,

and therefore under the Act are not entitled to recognition and enforcement. Section 511.780 2.(3) of the Act provides that this Court need not recognize the judgments if “the claim for relief on which the judgment is based is repugnant to the public policy of this state.” This argument essentially rests on defendants’ allegations that Lloyd’s made material misrepresentations in its inducement of defendants to become Names in the Lloyd’s market by failing to disclose information about potential asbestos claims. Defendants contend that Lloyd’s fraudulent inducement would allow them under Missouri law to rescind their membership in Lloyd’s and therefore compel a Missouri Court to refuse to recognize the foreign judgment arising out of their memberships.

Even assuming that there was fraud in the inducement to become members, this Court concludes that summary judgment in favor of Lloyd’s is appropriate.² The relevant question is not whether Lloyd’s would obtain the same result in a court in Missouri as it did in England, rather, whether the “cause of action or claim for relief on which the judgment is based is repugnant to the public policy of” Missouri. Because a cause of action for breach of contract is not repugnant to the public policy of Missouri, defendants’ argument for non-recognition of the English

² As Lloyd’s pleadings establish, every other court addressing this issue has enforced the judgments against the Names. See Plaintiff’s briefs in support of its Motion for Summary Judgment.

judgment fails. See *Society of Lloyd's v. Turner*, 303 F.3d 325, 331-33 (5th Cir. 2002) (affirming district court's grant of summary judgment recognizing English judgment against Names' argument that recognition would contravene public policy).

Defendants contend that they have never been given the opportunity to tell their "compelling fraud story." Like their public policy argument, their due process argument ignores the language of the Act. Under Section 511.780.1, "a foreign country judgment is not conclusive if the judgment was rendered under a system which does not provide impartial tribunals or procedures compatible with the requirements of due process of law." Due process, under the Act, refers to the workings of the foreign judicial system as a whole and not to the process accorded in the context of particular judgments. See *Lloyd's v. Ashenden*, 233 F.3d 473, 475-78 (7th Cir. 2000) (emphasizing that under the Illinois Uniform Foreign Money-Judgment Act, which uses the same language as the Missouri Recognition Act, the due process inquiry must be conducted across the system as a whole and not in the context of specific judgments.). Thus, defendants can only succeed under this argument by establishing that the English legal system as a whole fails to provide due process rights. In that our judicial system is based upon and modeled after that of the English system, the Court is unpersuaded that the English system as a whole

can be said to fail to provide due process rights.

Conclusion

In the General Undertaking's provisions, the parties agreed to be bound by English law in courts of England. The Equitas reinsurance transaction related to each of the defendant's membership in and underwriting at Lloyd's under the General Undertakings. Nothing has been presented to establish that the choice of law and forum selection should not be given effect and therefore the resulting judgments fall within the provisions of the Missouri Uniform Foreign Country Money-Judgments Recognition Act, R.S.Mo. § 511.770, *et seq.* Accordingly, Lloyd's is entitled to summary judgment on its claims against all defendants.

IT IS HEREBY ORDERED that the Motion for Summary Judgment, [# 98], is granted. Summary Judgment is granted in favor of plaintiff and against all defendants.

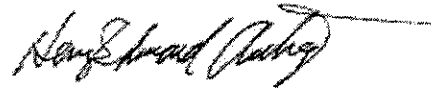
IT IS FURTHER ORDERED that the Motion for Entry of Judgment against Defendant Ilg, [# 155], is denied as moot as summary judgment has been entered against him.

IT IS FURTHER ORDERED that the Motion for Oral Argument on the Motion for Summary Judgment, [# 146] is denied as moot.

A separate judgment in accordance with this Memorandum and Order is

entered this same date.

Dated this 12th day of July, 2004.

A handwritten signature in cursive script, appearing to read "Henry Edward Autrey".

HENRY EDWARD AUTREY
UNITED STATES DISTRICT JUDGE

BLACKWELL SANDERS PEPPER MARTIN
LLP

720 OLIVE STREET SUITE 2400 ST. LOUIS, MO 63101
TEL: (314) 345-6000 FAX: (314) 345-6060
WEBSITE: www.blackwellsanders.com

MICHAELA CLITHERO
DIRECT: (314) 345-6462

FAX: (314) 345-6060
E-MAIL: mclithero@blackwellsanders.com

October 21, 2003

Mr. Harold F. Ilg
16401 Ranchester Drive
Chesterfield, MO 63005


Mr. Harold F. Ilg
100 L'Ambiance Circle Unit 202
Naples, FL 34108

Re: The Society of Lloyds v. Robert W. Fuerst, et al.
Case No. 4:03CV01113

Dear Mr. Ilg:

You should have received the Notice of Deposition confirming the deposition to be conducted by agreement on October 29, 2003. It now appears that Mike Hannafan or a representative of his office will be appearing by telephone on that date. As we previously discussed, I will not be present. Please advise as to whether you would be willing to produce the documents in advance of the deposition (preferably by October 27, 2003) so that the deposition can be conducted as scheduled. In addition, please consider the request for production of documents concerning calendars, itineraries, etc. (Request No. 4) to include Day Timers, palm pilot or any similar documentation. I look forward to hearing from you.

Sincerely yours,



Michael A. Clithero

MAC/rfb

cc: Michael T. Hannafan

STLD01-1038617-1 718617/1

KANSAS CITY, MISSOURI • ST. LOUIS, MISSOURI • OVERLAND PARK, KANSAS • OMAHA, NEBRASKA
SPRINGFIELD, MISSOURI • EDWARDSVILLE, ILLINOIS • WASHINGTON, D.C. • LONDON, UNITED KINGDOM
AFFILIATES: LEEDS • MANCHESTER • MEXICO CITY • MONTREAL • TORONTO • VANCOUVER

CERTIFICATE OF DEATH

STATE FILE NUMBER

124 - 03 308705

PERMANENT
BLACK INK
FOR
INSTRUCTIONS
SEE HANDBOOK.

REGISTRATION DISTRICT NO.

REGISTRAR'S NUMBER

1. DECEDENT'S NAME (First, Middle, Last)

Robert Anthony Ilg

2. SEX
Male

3. DATE OF DEATH (Month, Day, Year)
October 28, 2003

4. SOCIAL SECURITY NO.

493-46-2733

5a. AGE - Last Birthday (Years)

60

5b. UNDER 1 YEAR

5c. UNDER 1 DAY

6. DATE OF BIRTH (Month, Day, Year)
August 23, 1943

7. BIRTHPLACE (City and State or Foreign Country)
St. Louis, Missouri

8. WAS DECEDENT EVER IN U.S. ARMED FORCES?
 Yes No Unk.

9a. PLACE OF DEATH (Check only one)
HOSPITAL: Inpatient ER/Outpatient DOA

OTHER: Nursing Home Residence Other (Specify)

9b. FACILITY NAME (If not institution, give street and number)
Bethesda Meadow

9c. CITY, TOWN, OR LOCATION OF DEATH
Ellisville

9d. COUNTY OF DEATH
St. Louis

10. MARITAL STATUS - Married, Never Married, Widowed, Divorced, (Specify)
Never Married

11. SURVIVING SPOUSE'S NAME (If wife, give full maiden name)
N/A

12a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.)
Never Worked

12b. KIND OF BUSINESS OR INDUSTRY
Never Worked

13a. RESIDENCE - STATE
Missouri

13b. COUNTY
St. Louis

13c. CITY, TOWN, OR LOCATION
Ellisville

13d. ZIP CODE
63021

13e. STREET AND NUMBER
322 Old State Road

13f. INSIDE CITY LIMITS
 Yes No

13g. YEARS AT PRESENT ADDRESS
 Under 5 5-9 10-19 20 or more

14. WAS DECEDENT OF HISPANIC ORIGIN (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.)
 No Yes Specify:

15. RACE - American Indian, Black, White, etc. (Specify)
White

16. DECEDENT'S EDUCATION (Specify only highest grade completed)
Elementary/Secondary (0-12) College (1-4 or 5+) 2

17. FATHER'S NAME (First, Middle, Last)
Anton Ilg

18. MOTHER'S NAME (First, Middle, Maiden Surname)
Frieda Eberlin

19a. INFORMANT'S NAME (Type/Print)
Harold Ilg

19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code)
100 Lambiance Circle #202, Naples, FL 34108

20a. BURIAL, CREMATION, OTHER (Specify)
Burial

20b. DATE OF DISPOSITION (Month, Day, Year)
October 31, 2003

20c. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place)
Calvary Cemetery

20d. LOCATION (City or Town, State)
St. Louis, Missouri

21. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH
Sam Deller

22a. NAME AND ADDRESS OF FACILITY
**Schrader Funeral Home, Inc.
14960 Manchester Road
Ballwin, Missouri 63011-3295**

22b. FUNERAL ESTABLISHMENT LICENSE NUMBER
158

23. PART I. Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line.
IMMEDIATE CAUSE (Final disease or condition resulting in death)
a. **Adenocarcinoma of Lung**
DUE TO (OR AS A CONSEQUENCE OF):
b. _____
DUE TO (OR AS A CONSEQUENCE OF):
c. _____
DUE TO (OR AS A CONSEQUENCE OF):
d. _____
Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST

Approximate Interval Between Onset and Death
Months

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.

24. IF DECEDENT WAS FEMALE 10-49, WAS SHE PREGNANT IN THE LAST 90 DAYS?
 Yes No Unk.

25a. WAS AN AUTOPSY PERFORMED?
 Yes No

25b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH?
 Yes No

26. MANNER OF DEATH
 Natural Pending Investigation Accident Suicide Could not be Determined Homicide

27a. DATE OF INJURY (Month, Day, Year)

27b. TIME OF INJURY

27c. INJURY AT WORK?
 Yes No Unk.

27d. DESCRIBE HOW INJURY OCCURRED

27e. PLACE OF INJURY - At home, farm street, factory, office building, etc. (specify)

27f. LOCATION (Street and Number or Rural Route Number, City or Town, State)

28a. (Specify)
 CERTIFYING PHYSICIAN MEDICAL EXAMINER/CORONER

28b. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.
(Signature and Title) *James Sertl, M.D.*

28c. DATE SIGNED (Month, Day, Year)
11-3-03

28d. TIME OF DEATH
8:10 PM

29a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER OR CORONER) (Type or Print)
**James Sertl, M.D.
1034 Brentwood Boulevard Suite 816
St. Louis, Missouri 63117**

29b. MO. LICENSE NUMBER
30587

30. WAS CASE REFERRED TO MEDICAL EXAMINER/CORONER?
 Yes No

31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

32. REGISTRAR'S SIGNATURE
Celia A. Spencer

33. DATE RECEIVED BY LOCAL REGISTRAR (Month, Day, Year)
NOV 05 2003

VS 990
MO 590-2271 (9-03)
FOR USE BY PHYSICIAN OR INSTRUTOR
NAME OF DECEDENT

PARENTS

INFORMANT

DISPOSITION

CAUSE OF DEATH

CERTIFIER

E-FILING REGISTRATION FORM

Complete either Part A or Part B of this form, sign it, and present it to the Clerk's Office at the address below.

** Please type; this will also serve as a return mailing label**
Name: Harold Ilg
Firm:
Address: 100 L'Ambiance Circle
Unit 202
Naples, FL 34108
Phone: 239-514-3648
Federal Bar Number:
Year of Birth (for use in login name): 1947

PART A.

All of the information is required and must be supplied, including your original signature.

I request access to the District Court Electronic Filing System.

Primary e-mail address: harry.ilg@sncc.com

Secondary e-mail address:

E-mail software used: Explorer

- I have an existing PACER account.
My firm has an existing PACER account.

Note: A PACER account is necessary for viewing electronic documents

I CERTIFY THAT I AM A MEMBER IN GOOD STANDING OF THE BAR OF THIS COURT AND I AM FAMILIAR WITH THE ELECTRONIC FILING RULES OF THE EASTERN DISTRICT OF MISSOURI [local rules may be found at: www.moed.uscourts.gov].

I AM A GOVERNMENT ATTORNEY EXEMPT FROM MEMBERSHIP PURSUANT TO LOCAL RULE 83-12.01 BUT I AM FAMILIAR WITH THE ELECTRONIC FILING RULES OF THE EASTERN DISTRICT OF MISSOURI.

I HAVE FILED A MOTION FOR (OR HAVE BEEN GRANTED) ADMISSION PRO HAC VICE AND I AM FAMILIAR WITH THE ELECTRONIC FILING RULES OF THE EASTERN DISTRICT OF MISSOURI [local rules may be found at: www.moed.uscourts.gov].

By registering under this rule, attorneys consent to electronic service by the court of all documents, including orders and judgments. See Local Rule 5-2.12, Fed.R.Civ.P. 5, Fed.R.Civ.P. 77, and Fed.R.Crim.P. 49.

Attorney's signature: Harold Ilg

YOUR LOGIN AND PASSWORD WILL BE MAILED TO YOU UPON OUR PROCESSING OF THIS FORM

Return this form via hand delivery or via mail only to:
Clerk, U.S. District Court
E-Filing Registration
111 South Tenth Street, Rm. 3.300
St. Louis, MO 63102

Court Use Only
E-Filing Login Assigned:
E-Filing Password Assigned:
Confirmation e-mail sent
Attorney's e-mail record updated
Copy of form mailed to attorney
E-mail confirmed by attorney
You are registered e-mail sent

PART B.

APPLICATION FOR E-FILING EXEMPTION

Pursuant to Local Rule 3-2.10, I hereby state that I do not have the technical capacity to file documents with the Court electronically at this time, and therefore ask for an exemption from electronic filing requirements. I will notify the Court when my circumstances change i have completed the CM/ ECF requirements questionnaire on the reverse of this form to support my request for an E-Filing Exemption.

Attorney's signature:
Date:
Print name:

***** (For Court Use Only) *****

- REQUEST IS DENIED
REQUEST IS GRANTED

CASES FILED IN STATE OF FLORIDA CIRCUIT COURT

PLAINTIFF: SOCIETY OF LLOYD'S FOR
 RECOGNITION OF FOREIGN COUNTRY JUDGMENT
 PURSUANT TO SECTIONS 55.601-607, FL. STATUTES

COUNTY	DEFENDANT	CASE NUMBER	FILING DATE
BROWARD	BINYON, HAL O	CACE03005203	3/21/2003
BROWARD	VITELLO, PHILIP E	CACE03004654	3/13/2003
BROWARD	TRENICK, CHARLES	CACE030010615	6/18/2003
BROWARD	KAY, DOROTHY	CACE00009000	5/30/2000
DADE	LIPCON, MITCHELL J	2000R297590	6/21/2000
DADE	GOYMER, JOHN K	2000R526309	11/1/2000
DADE	PFLEGER, HENRY J	2002R398695	6/26/2002
DADE	BEAM, FRANK L	2002R398697	6/26/2002
DADE	SPENCER, MARY M	2002R800733	12/23/2002
DADE	WILLIAMS, GEORGE J	2002R800775	12/23/2002
DADE	MELLER, GEORGE M	2002R800799	12/23/2002
DADE	POLEY, JON	2003R352742	6/3/2003
DADE	McMILLIAN, ANNA M	2003R419802	6/24/2003
DUVAL	STOCKTON, GILCHRIST B	02C8912CA	12/13/2002
DUVAL	GRANT, FRANCIS W	0014192CA	6/28/2000
DUVAL	RIPLEY, JOSEPH M	02CB913CA	12/17/2002
DUVAL	MILON, FRANCIS J	0206911CA	12/13/2002
LEE	SCHULTZ, LOREN A	0213632CA	12/17/2002
LEE	HETZEL, ROBERT F	0213759CA	12/19/2002
MARTIN	WILLIAMS, GEORGE J	0310011CA	7/28/2003
NASSAU	ALLF, CECIL E	0300121CA	3/18/2003
NASSAU	ALLF, ANN A	0300122CA	3/18/2003
PALM	KARAS, DONALD A	20020316438	6/21/2002
PALM	WEINSTEIN, STUART K	20020316440	6/21/2002
PALM	BOUDREAU, JUDITH L	20020316444	6/21/2003
PALM	STARKEY, HARRY C	20020663590	12/13/2002
PALM	LODER, EDWIN R	20020663615	12/13/2002
PALM	PISANI, BARBARA H	20030025766	1/15/2003
PALM	McCARTHY, TIMOTHY I	20030077530	2/11/2003
PALM	PISANI, ROBERT L	20030157915	3/20/2003
PINELLAS	REIB, WILLIAM N	02009948CI	12/17/2002
PINELLAS	MEYER, ROBERT W	02009950CI	12/17/2002
SARASOTA	COY, GILBERT J	2002CA8769NC	6/20/2002
ST. JOHNS	ARONSON, KARL	03542CA	7/17/2003

BLACKWELL SANDERS PEPER MARTIN

240 OLIVE STREET SUITE 2400 ST LOUIS, MO 63101
TEL: (314) 345-6000 FAX: (314) 345-6000
WEBSITE: www.blackwellsanders.com

FACSIMILE COVER SHEET

DATE: 09/29/2003

TIME:

<u>RECIPIENT</u>	<u>FAX NUMBER</u>	<u>COMPANY/FIRM NAME</u>	<u>PHONE NUMBER</u>
Harold Ng	(314) 995-6847		

FROM: Michael Clithero *M. Cl*

DIRECT DIAL: (314) 345-6462

DIRECT FAX: (314) 345-6060

OPERATOR: Robin Bryan

EXT. NO.: 6604

BILLING CODE: 718617-1

TOTAL # OF PAGES: 5

MESSAGE: Per your telephone conversation of this date, I enclose a copy of the Order advising that a scheduling conference is scheduled for 10:00 a.m. on October 3, 2003. I understand that you wish to make no response to the proposed scheduling order at this time and that you intend to file a reply in support of your motion to dismiss. I look forward to receipt of same.

PRIVILEGED AND CONFIDENTIAL information intended only for the use of the addressee(s) named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient(s), please note that any dissemination, distribution or copying of this communication is strictly prohibited. Anyone who receives this communication in error should notify us immediately by telephone and return the original message to us at the above address via the U.S. Mail.

KANSAS CITY, MISSOURI - ST. LOUIS, MISSOURI - OVERLAND PARK, KANSAS - OMAHA, NEBRASKA
SPRINGFIELD, MISSOURI - EDWARDSVILLE, ILLINOIS - WASHINGTON, D.C. - LONDON, UNITED KINGDOM
AFFILIATES: SEEDS - MANCHESTER - MEXICO CITY - MONTREAL - TORONTO - VANCOUVER