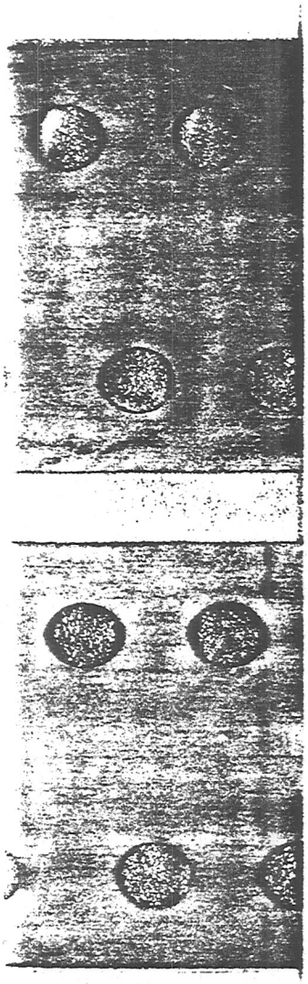
IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JON JOSEPH KELLY,
Plaintiff

VS.

PERCY FOREMAN,
E. J. HUDSON,
NELSON BUNKER HUNT,
RALPH SHANK,
Defendants

CIVIL ACTION NO. _____



PLAINTIFF'S FIRST ORIGINAL COMPLAINT
SEEKING MONETARY DAMAGES

COMES NOW, JON JOSEPH KELLY, hereinafter referred to as Plaintiff, by and through his undersigned attorney, Jerry D. Patchen, seeking monetary damages against PERCY FOREMAN, E. J. HUDSON, NELSON BUNKER HUNT, and RALPH SHANK, all hereinafter referred to as Defendants, and for cause of action would respectfully show unto this Honorable Court as follows:

I. DEFENDANTS

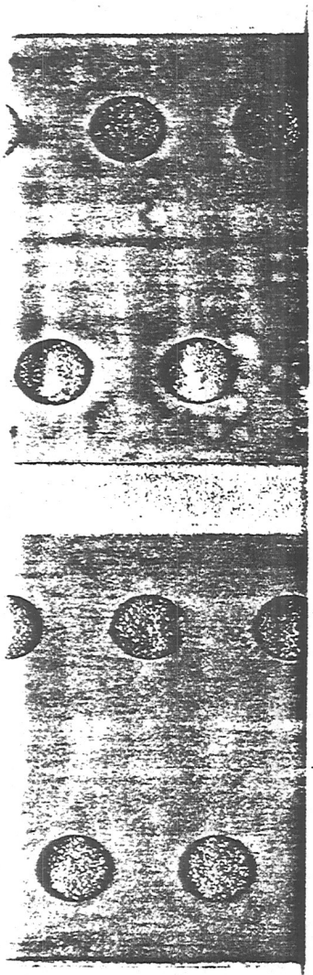
Defendant PERCY FOREMAN may be served with service of process at Suite 512, First National Life Building, Houston, Harris County, Texas. Defendant E. J. HUDSON may be served with service of process at Hudson Engineering Corporation, located at 5900 Hillcroft, Houston, Harris County, Texas. Defendant NELSON BUNKER HUNT may be served with service of process at Hunt Oil Company, 1401 Elm, Dallas, Texas. Defendant RALPH SHANK may be served with service of process at his law office located in the First National Bank Building, Dallas, Texas.

II. JURISDICTION AND VENUE

This suit is brought under the Civil Rights Act of 1861, Section 1985 of Title 42 of the United States Code. Jurisdiction is conferred upon the Court by virtue of Sections 1331, 1343 and 1355 of Title 28 of the United States Code and the principles of

pendent jurisdiction based on state causes of action. The amount in controversy well exceeds the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS, exclusive of interest and cost.

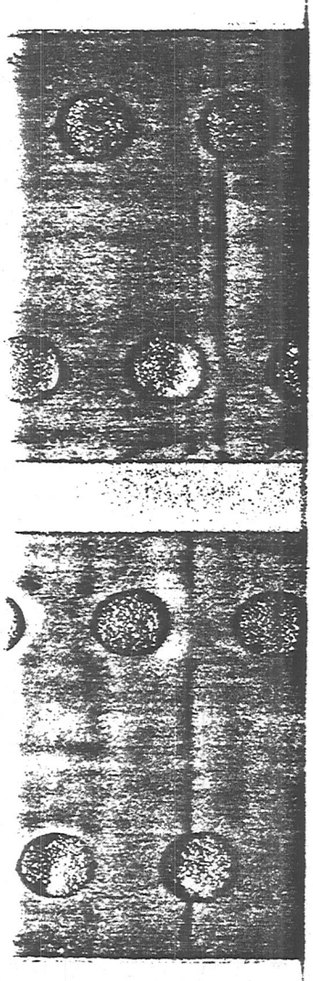
The events from which this claim arises occurred in Houston, Harris County, Texas, and two Defendants reside within the Southern District of Texas with the other two Defendants residing in the Northern District of Texas and, accordingly, venue in the Southern District of Texas is proper under Sections 1392, 1393 (B) and 1395 (a), of Title 28 of the United States Code.



III. FACTS

The Defendants conspired together and concocted a scheme to cover up certain criminal activities of NELSON BUNKER HUNT and W. HERBERT HUNT by paying Attorney PERCY FOREMAN vast sums of money to betray JON JOSEPH KELLY, a client he was then representing, and by guile, trickery, artifice and deceipt, as well as intimidation and threat of force, to thereby dupe, use and frighten the Plaintiff and prevent him from giving testimony regarding the criminal activities of NELSON BUNKER HUNT and W. HERBERT HUNT. It was agreed by the conspirators that they would pay FOREMAN who would then pretend to defend the Plaintiff, when in truth and in fact, and unbeknownst to Plaintiff, FOREMAN was really working exclusively for the conspirators and against the best interests of the Plaintiff to prevent the Plaintiff from giving testimony which would incriminate the said NELSON BUNKER HUNT and W.HERBERT HUNT and inculpate them in criminal activities. This obstruction of justice was executed by the Defendant-conspirators in the following manner.

Plaintiff and Attorney at Law PERCY FOREMAN entered into a contract for legal services in Houston, Texas, in mid-December, 1971. PERCY FOREMAN agreed to represent, counsel and advise Plaintiff regarding legal actions that were pending against Plaintiff, and Plaintiff agreed to pay and did pay PERCY FOREMAN ONE THOUSAND AND NO/100 ($1,000.00) DOLLARS for this representation. Notwithstanding this contract, PERCY FOREMAN, unknown to the Plaintiff, surreptitiously



conspired in Houston, Texas with E. J. HUDSON, NELSON BUNKER HUNT and RALPH SHANK to disregard his ethical and lawful duty to the Plaintiff and to the Court and to sell his allegiance for cash dollars to be paid in a clandestine manner. FOREMAN agreed to create a ruse and to beguile Plaintiff into believing that FOREMAN would represent him and promote his best interest when in fact FOREMAN's actions were governed by considerations other than Plaintiff's welfare. It was conspired that FOREMAN would intimidate the Plaintiff with the strength of his character and force of his great personality as well as by threats of physical harm and economic ruin to deter Plaintiff from becoming a witness in the United States District Court in the Northern District of Texas, at Dallas, Texas, and from testifying to a matter pending therein, freely, fully and truthfully. Plaintiff was a mere pawn whose interest FOREMAN sold in order that conspirator NELSON BUNKER HUNT and his brother, W. HERBERT HUNT, might avoid indictment.

This conspiracy to obstruct justice was first discussed in Houston, Texas, between PERCY FOREMAN and E. J. HUDSON on the 17th day of December, 1971. After further conspiritorial discussions betwixt HUDSON and FOREMAN, NELSON BUNKER HUNT contacted HUDSON at his home in Houston, Texas by telephone. Dallas Attorney RALPH SHANK was also on an extension phone with BUNKER HUNT. These parties discussed the merits of conspiring with and bribing FOREMAN to dupe Plaintiff by misrepresentation and other stealthy threats and intimidation so as to obstruct and prevent the Plaintiff from communicating information as a witness relating to the violation of criminal statutes of the United States to criminal investigators or a Court of the United States. A definite decision was not reached until January 3, 1972 when RALPH SHANK called co-conspirator HUDSON and instructed HUDSON to activate the conspiracy by covertly paying FOREMAN Fifty Thousand and No/100 ($50,000.00) Dollars. The following day, conspirator NELSON BUNKER HUNT contacted conspirator E. J. HUDSON via trans-Atlantic cable from London, England and confirmed SHANK's instruction

to proceed with the conspiracy in order that the due course of justice might be impeded, hindered, obstructed and defeated in the State of Texas.

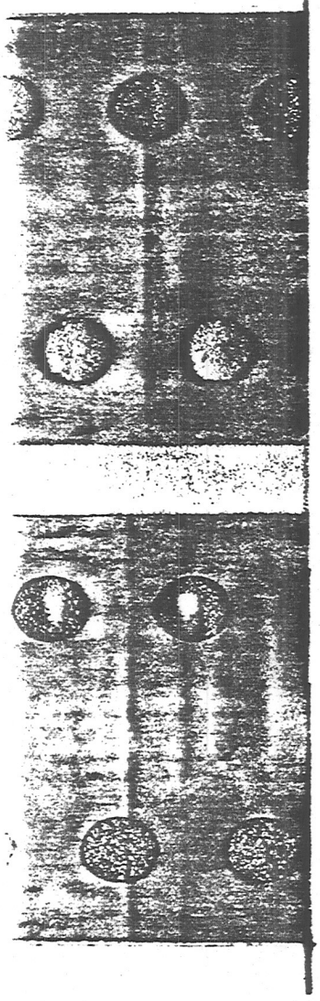
Pursuant to the conspiracy on January 4, 1972, HUDSON again counseled with FOREMAN at the behest of BUNKER HUNT and RALPH SHANK and received assurance from FOREMAN that he could obstruct and prevent Plaintiff from communicating information relating to crimes committed by BUNKER HUNT and his brother, W. HERBERT HUNT, to criminal investigators. So sure was FOREMAN that he could control Plaintiff that he agreed to return the bribe if he was unsuccessful.

On the 12th day of January, 1972, in furtherance of the conspiracy, conspirator HUDSON withdrew Fifty Thousand and NO/100 ($50,000.00) Dollars from his checking account and caused to be issued a Cashier's Check made payable to the bearer in the amount of Fifty Thousand ($50,000.00) Dollars. On January 14, 1972, FOREMAN met with HUDSON and accepted the Cashier Check and signed a receipt for same.

At 6:00 P.M., on the 2nd day of February, 1972, BUNKER HUNT called HUDSON from Bob Fox's home at the Hague in the Netherlands, and heartily expressed approval at the manner in which the conspiracy was defeating the due course of justice.

On February 3, 1972, at 12:10 P.M., FOREMAN called HUDSON and described his position with Plaintiff as "solid as a rock", however, because of other complications FOREMAN demanded an additional Fifty Thousand ($50,000.00) Dollars. The next day FOREMAN and HUDSON met together for two (2) hours between 11:00 o'clock A.M. and 1:00 o'clock P.M. FOREMAN again expressed confidence that he could "control" the Plaintiff. On February 6, 1972, HUDSON noted "relevant points" for BUNKER HUNT, foremost of which was that the purpose in paying FOREMAN is to avoid indictment of BUNKER and Herbert. BUNKER HUNT made plans to come to Houston on February 8, 1972, but had to cancel his plans because of a cold. He was able, however, to call HUDSON at 8:00 P.M. on that date and authorized HUDSON to offer

FOREMAN an additional Seventy Five Thousand ($75,000.00) Dollars if necessary. HUDSON spoke with FOREMAN at 9:30 P.M. that same evening and "before making any offer felt him out". HUDSON then succeeded in persuading FOREMAN to continue with and expand the conspiracy for an additional sum of Fifty Thousand ($50,000.00) Dollars. On February 18, 1972, NELSON BUNKER HUNT executed an I.O.U. for One Hundred Thousand ($100,000.00) Dollars for E. J. HUDSON and delivered it to him. On March 2, 1972, E. J. HUDSON withdrew Fifty Thousand ($50,000.00) Dollars from his checking account and caused to be issued a Cashier's Check made payable to the bearer in the amount of Fifty Thousand ($50,000.00) Dollars. HUDSON thereupon delivered the Cashier's Check to PERCY FOREMAN and received a receipt signed by FOREMAN to acknowledge the payment.



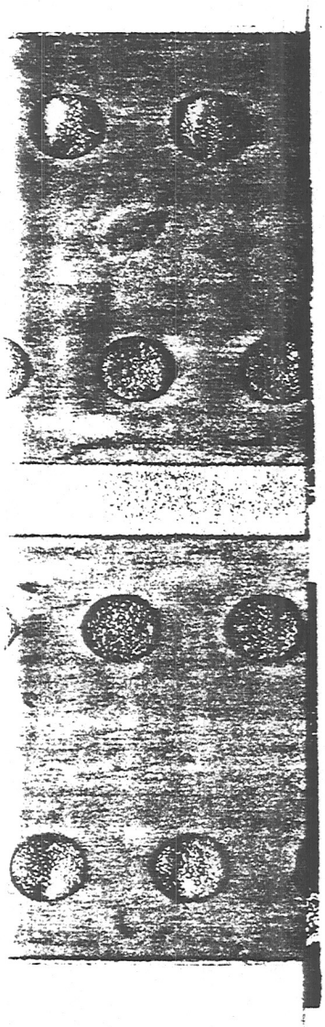
IV. CIVIL RIGHTS ACT OF 1861

In the manner aforesaid, at all times material to herein, December, 1971 through several months of 1972, FOREMAN did in furtherance of the conspiritorial design of E. J. HUDSON, NELSON BUNKER HUNT, and RALPH SHANK, by word and deed deter Plaintiff by misrepresentation, threats of physical harm, threats of economic ruin, intimidation of will, and other furtive methods from becoming a witness in or attending in a Court of the United States or testifying to a matter pending therein freely, fully and truthfully. Thus were the verdicts, presentments and indictments of grand jurors influenced. Thus was it conspired for the purpose of impeding, hindering, obstructing or defeating the due course of justice in a State with the intent to deny Plaintiff equal protection of the law by destroying his Sixth Amendment of the United States Constitution right to counsel and with intent thereby to harm him in his person and property. The conspiracy herein involved two or more persons in a State who conspired to deprive, either directly or indirectly the Plaintiff of equal protection of the laws, or of equal privileges and immunities under the laws. Plaintiff was thus injured and deprived and suffered great injury and deprivation and mental pain and anguish.

COUNT II

V. STATE CAUSES OF ACTION

Plaintiff reasserts and realleges all the allegations of fact set forth in Paragraphs I through IV above.



A. DECEIT AND NEGLIGENCE -- The conspiracy as set out above produced misrepresentations that were deceitful, which facts PERCY FOREMAN, E. J. HUDSON, NELSON BUNKER HUNT, and RALPH SHANK well knew, or, in the exercise of ordinary care, should have known, and the Plaintiff relied thereon, as they well knew Plaintiff would, to Plaintiff's great damage as set forth more particularly hereinabove.

B. FRAUD -- The misrepresentations as set out above made by FOREMAN as agent for E. J. HUDSON, NELSON BUNKER HUNT and RALPH SHANK were fraudulent and the Plaintiff relied upon these representations as they well knew he would. This reckless and wanton disregard for the truth or falsity of material advice and counsel amount to intentional conduct and actionable fraud.

C. TORTIOUS INTERFERENCE WITH CONTRACTUAL RIGHTS -- As set out fully above, Plaintiff entered into a contract with PERCY FOREMAN; and, E. J. HUDSON, NELSON BUNKER HUNT and RALPH SHANK well knowing of this contract did wilfully interfere with contractual rights and duties owed by PERCY FOREMAN to the Plaintiff to the great damage of Plaintiff.

D. BREACH OF CONTRACT -- As described above, Plaintiff did contract with PERCY FOREMAN for his advice and counsel, and PERCY FOREMAN undertook to represent the interest of NELSON BUNKER HUNT and his brother, W. HERBERT HUNT, whose interests are not in harmony with Plaintiff's. Thus in accepting a contract in conflict with Plaintiff's interest and putting himself in a position of serving two masters, PERCY FOREMAN did breach the contract with Plaintiff to the great damage of Plaintiff. By conspiring and confederating as set out above, did E. J. HUDSON, NELSON BUNKER HUNT and RALPH SHANK become principles to that breach.

VI. COMPENSATORY DAMAGES

Plaintiff reasserts and realleges all allegations of fact set forth in Paragraphs I through V above.

As a direct and proximate result of the unlawful and tortious acts of PERCY FOREMAN, E. J. HUDSON, NELSON BUNKER HUNT, and RALPH SHANK, the Plaintiff suffered severe and grievious injuries as set forth above, all to his damage, including pain and suffering, mental anguish, lost wages, loss of future wages, loss of future

enjoyment and deprivation of constitutional rights, privileges and immunities in the amount of at least ONE MILLION AND NO/100 ($1,000,000.00) DOLLARS.

Additionally, as a result of the intentional torts inflicted upon him by PERCY FOREMAN, E. J. HUDSON, NELSON BUNKER HUNT and RALPH SHANK, Plaintiff has been required to retain the services of the undersigned counsel to prosecute this action on his behalf, and has agreed to pay undersigned counsel a reasonable attorney's fee for such representation, for which reasonable attorney's fees Plaintiff here now additionally sues.

VII. EXEMPLARY DAMAGES

As a result of the intentional, malicious, vicious and unlawful acts of PERCY FOREMAN, E. J. HUDSON, NELSON BUNKER HUNT and RALPH SHANK, Plaintiff is entitled to recover in addition to his actual damages as aforesaid, exemplary and punitive damages in the sum of at least ONE HUNDRED MILLION AND NO/100 ($100,000,000.00) DOLLARS.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that PERCY FOREMAN, E. J. HUDSON, NELSON BUNKER HUNT and RALPH SHANK be cited to appear and answer herein, and that upon final hearing hereof Plaintiff have judgment against the above named, jointly and severally, in the full amount of his damages as aforesaid, actual and exemplary, and for his reasonable attorney's fees and all costs of Court, and for such other and further relief, at law or in equity, to which he may show himself justly entitled.

Respectfully submitted,

DAVIS & PATCHEN

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225-0721

Attorney for Plaintiff