

**IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION**

Appeal No: CA-2025-002562

ALKIVIADES DAVID (Appellant) v MAHIM KHAN (Respondent)

URGENT APPLICATION FOR STAY, RECORD CONFIRMATION, AND PRESERVATION

Date: 3 April 2026

/s/ Alkiviades David

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- F2 – Shannon/Fred Communication
- F3 – Barak Payment
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- F5 – Malibu DVR Image
- F6 – Lumpkin Card

1. INTRODUCTION

1. INTRODUCTION

This application seeks preservation of position, record integrity, and evidence protection pending appeal.

2. RELIEF SOUGHT

2. RELIEF SOUGHT

Stay of enforcement, record confirmation, preservation directions, and permission to rely on supplemental materials.

3. LEGAL BASIS

3. LEGAL BASIS

CPR 83.7, case management powers, and Ladd v Marshall.

4. GROUNDS

4. GROUNDS

Active appeal, risk of prejudice, evidentiary issues, and cross-jurisdiction overlap.

5. EVIDENTIARY PATHWAYS

5. EVIDENTIARY PATHWAYS

Includes email access issues, counsel conduct, trust control, jurisdiction overlap, and communications chain.

6. PRESERVATION

6. PRESERVATION

Request preservation of email records, trust records, and related materials.

7. STAY JUSTIFICATION

7. STAY JUSTIFICATION

Without stay, appeal is prejudiced and evidence risked.

8. ORDER SOUGHT

8. ORDER SOUGHT

Immediate stay, record confirmation, preservation, and supplemental reliance.

STATEMENT OF TRUTH

I believe that the facts stated are true.

/s/ Alkiviades David

Date: 3 April 2026



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<https://www.wsj.com/us-news/law/california-state-bar-opens-probe-into-gloria-allreds-law-firm-60af9202>

EXCLUSIVE LAW

California State Bar Opens Probe Into Gloria Allred's Law Firm

Allred says her firm 'will not bow down to kings or The Wall Street Journal'

By Khadeeja Safdar [Follow](#)

Updated June 13, 2025 2:31 pm ET



Attorney Gloria Allred said her law firm has had thousands of satisfied clients over nearly 50 years.
JULIA DEMAREE NIKHINSON/ASSOCIATED PRESS

The State Bar of California has opened an investigation into the tactics used by Gloria Allred's law firm in its dealings with clients.

The investigation, prompted by a recent article in The Wall Street Journal, is looking at the issues raised by women who hired the Los Angeles firm to represent them in connection with allegations of sexual misconduct.

THE WALL ST.

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Further Reading

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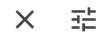
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- Important
- Drafts** 2,423
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Labels

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- FilmOn
- Investors
- KB JUDGES LISTINGS** 1
- Notes
- Office** 47
- PAYPAL** 11,309
- FilmOn Office
- SUBS
- SUPPORT** 47,077
- VARIETY** 83
- More

You sent £8,000 to Daphne Barak

Revolut <no-reply@revolut.com>
to alki



Your transfer wa

Hi Alkiviades,

You sent £8,000 to Daphne Barak. You can find

To
Daphne Barak

Sent
£8,000

Reference
Sent from Revolut

On
Friday, 20 December, 13:46

Expected arrival
Today

Reply
Forward
😊

Fwd: Daphne Barak HSBC bank account PLUS
IBAN



Inbox x



Daphne Barak

Mon, Dec 9, 2024, 5:26 PM



Alki, You can send the 2 tables' donation to cancer to my account below (if it is easier to you?)



Daphne Barak <dbexclusives@gmail.com>

Fri, Dec 13, 2024, 8:55 PM



to Corey, Alki

Be careful with this message.

This message isn't authenticated and the sender can't be verified. Use caution when clicking links, downloading attachments, or replying with personal information.

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Reply

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Gem

Comprehensive Report

GLORIA RACHEL ALLRED

- 26500 LATIGO SHORE DR, MALIBU, CA 90265-4500
- (LOS ANGELES COUNTY) (12/30/2010 to 02/08/2022)
- 6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217
- (LOS ANGELES COUNTY) (06/01/1995 to 02/02/2022)

Comprehensive Report

Date: 02/08/2022

Reference ID: NONE

Subject Information

(Best Information for Subject)

Name: GLORIA RACHEL ALLRED (05/22/1990 to 12/18/2021)

Name: GLORIA TE ALLRED (09/28/2017)

Name: GLORIA BLOOM (05/22/1990 to 10/02/2015)

Date of Birth: **07/03/1941**, Born **80** years ago

Gender: **Female**

SSN: **160-32-0**

issued in **PENNSYLVANIA** between **1956-1958**

Other Individuals Observed with shared SSN:

MOROKO ALLRED 160-32-0

07/03/1941 (80)

Wikipedia Page



http://en.wikipedia.org/wiki/Gloria_Allred

Report Legend



- Deceased Person



- View Address Map



- View Social Network(s)

Relatives



> - 1st Degree of Separation



>> - 2nd Degree of Separation



>>> - 3rd Degree of Separation

Possible Phones Associated with Subject

(310) 457-7318 (PT) (LandLine) (100%)

(323) 302-4773 (PT) (LandLine) (100%)

(310) 459-0230 (PT) (LandLine) (88%)

(323) 653-6530 (PT) (LandLine) (86%)
(310) 459-0155 (PT) (LandLine) (66%)
(310) 573-0373 (PT) (LandLine) (66%)







(213) 653-6530

- **Email Addresses Associated with Subject**
- gallred@amglaw.com (56%)







Potential Subject Photos (None Found)

Possible Criminal Records (None Found)

Possible Employers (9 Found)

- Business Name: **WOMEN S EQUAL RIGHTS LEGAL DEFENSE AND EDUCATION FUND (11/05/2014 to 04/28/2021)**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**
- Business Name: **WOMENS MOVEMENT (10/01/2020)**
-
- Phone: **(323) 653-8087 (PT) WOMENS MOVEMENT**
- Address:   **6300 WILSHIRE BLVD, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**
- Business Name: **DONALLCO, INC (06/20/2011 to 07/24/2020)**
- Phone: **(818) 783-0873 (PT) DONALLCO, INC**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**
- Business Name: **ALLRED GLORIA R ATTORNEY (1976 to 03/01/2020)**
- Phone: **(323) 653-6530 (PT) ALLRED GLORIA R ATTORNEY**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**
- Business Name: **GLORIA R ALLRED (05/13/2011 to 04/12/2016)**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**

- Business Name: **THE WOMEN S MOVEMENT (11/08/2008 to 09/15/2014)**
-
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**

- Business Name: **GLORIOUS PRODUCTIONS INC (09/21/2012)**
-
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**
 - Business Name: **26500 LATIGO SHORE LLC (03/23/2010)**
 - Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**
 - Business Name: **GLORIA ALLRED**
 -
 - Phone: **(323) 302-4773 (PT) GLORIA ALLRED**
 - Address:   **6300 WILSHIRE BLVD, LOS ANGELES, CA 90048 (LOS ANGELES COUNTY)**

Address Summary (12 Found)

-   **26500 LATIGO SHORE DR, MALIBU, CA 90265-4500 (LOS ANGELES COUNTY)** (12/30/2010 to 02/08/2022)
-   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)** (06/01/1995 to 02/02/2022)
-   **6300 WILSHIRE BLVD, LOS ANGELES, CA 90048-5204 (LOS ANGELES COUNTY)** (01/16/1994 to 07/2019)
-   **6300 WILSHIRE BLVD STE 150, LOS ANGELES, CA 90048-5211 (LOS ANGELES COUNTY)** (10/27/1992 to 12/19/2015)
-   **17366 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)** (10/07/1993 to 07/10/2019)
-   **17366 W SUNSET BLVD PH 1, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)** (12/28/1992 to 08/13/2012)
-   **17366 W SUNSET BLVD PH 3, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)** (10/19/1992 to 08/13/2012)
-   **17366 W SUNSET BLVD PH 2, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)** (05/22/1990 to 08/13/2012)
-   **203 W 81ST ST APT 4D, NEW YORK, NY 10024-5817 (NEW YORK COUNTY)** (09/04/2013 to 09/04/2013)
-   **203 W 81ST ST APT 4C, NEW YORK, NY 10024-5817 (NEW YORK COUNTY)**
-   **7230 COLDWATER CANYON AVE, NORTH HOLLYWOOD, CA 91605-4203 (LOS ANGELES COUNTY)** (03/19/2003 to 03/19/2003)
-   **17366 W SUNSET BLVD APT 501, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)** (09/21/2018 to 09/21/2018)

Address Details

26500 LATIGO SHORE DR, MALIBU, CA 90265-4500 (LOS ANGELES COUNTY) (12/30/2010 to 02/08/2022)

Owner:

GLORIA ALLRED

Purchase Date: **06/08/2020**

Assessed Value: **\$4,667,000**

Living Square Feet: **2,597**

Land Square Feet: **27,930**

6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)

(06/01/1995 to 02/02/2022)

Address contains: **69 suites**

Current Commercial Phones at address

(323) 655-0170 (PT) -

(323) 419-0408 (PT) - **123 BAIL BONDS**

(323) 417-6586 (PT) - **1A BAIL BONDS**

(323) 948-9467 (PT) - **24 HOURS BAIL BONDS**

(323) 951-1936 (PT) - **ABM PARKING SERVICES**

(323) 659-9930 (PT) - **ACTION HEALTH CARE**

(818) 907-6505 (PT) - **ACTION HEALTH CARE PERSONNEL SERVICES INC.**

(818) 907-6505 (PT) - **ACTION HEALTH CARE-REHAB SERVICES**

(310) 659-9930 (PT) - **ACTION HEALTHCARE**

(818) 907-6505 (PT) - **AIDES IN ACTION PERSONNEL SERVICES INC. ACTION HEALTH CARE PERSONNEL SERVICES INC.**

(323) 202-4848 (PT) - **ALAN TAYLOR COMMUNICATIONS**

(323) 651-3508 (PT) - **ALJ CAPITAL MANAGEMENT**

(323) 653-5581 (PT) - **ALTMAN LAW GROUP THE**

(323) 209-1058 (PT) - **BAIL BONDS**

(323) 795-2559 (PT) - **BAIL BONDS**

(323) 782-3000 (PT) - **BASHAR ALI**

(323) 951-0194 (PT) - **BENT CARYL & KROLL**

(323) 315-0510 (PT) - **BENT CARYL AND KROLL LLP**

(323) 951-0195 (PT) - **BEST PROFESSIONAL SERVICES INC.**

(323) 782-3011 (PT) - **BRAGG WAYNE**

(323) 658-1320 (PT) - **BRUCE WEBER & ASSOCIATES**

(323) 658-6366 (PT) - **CARE**

(323) 966-5858 (PT) - **CASTANON LAW GROUP**

(323) 655-2105 (PT) - **CASTELLANOS & ASSOCIATES APLC**

(323) 782-3109 (PT) - **CHERNIK HARVEY CLU**

(323) 782-6782 (PT) - **COHEN STIMPERT & FORD LAW OFFICE OF**

(323) 556-2300 (PT) - **COLONIAL FIRST CAPITAL CORP**

(323) 655-8491 (PT) - **COLONIAL FIRST CAPITAL CORP**

(323) 651-0902 (PT) - **CONSULATE GENERALS & CONSULATES**

(323) 651-0902 (PT) - **CONSULATE GENERALS & CONSULATES-SOUTH AFRICAN CONSULATE GENERAL**

(323) 655-3099 (PT) - **DAVID H. PIERCE AND ASSOCIATES PC**

(323) 525-3030 (PT) - **DIRECT SEARCH ALLIANCE**
(323) 330-6300 (PT) - **FAGEN FRIEDMAN FULLFROST LLP**
(323) 866-0830 (PT) - **FISHMAN MARTIN & ASSOCIATES**
(323) 653-4514 (PT) - **GARDNER DAVID LAW OFFICES OF**
(323) 202-4200 (PT) - **GETTY IMAGES LOS ANGELES**
(323) 936-5140 (PT) - **GLOBAL LASER VISION**
(323) 653-5930 (PT) - **GLOBAL LASER VISIONS**
(323) 653-7743 (PT) - **GLOBAL LASER VISIONS**
(323) 653-6530 (PT) - **GOLDBERG NATHAN ATTY**
(323) 653-6530 (PT) - **GRAF RUTH E ATTY**
(323) 852-6135 (PT) - **GREEN ADAM ATTORNEY AT LAW**
(323) 852-6135 (PT) - **GREEN ADAM ATTY**
(323) 852-6135 (PT) - **GREEN ADAM LAW OFFICE OF**
(323) 202-4601 (PT) - **GROUP M**
(323) 651-2843 (PT) - **H & R BLOCK PREMIUM**
(323) 651-4163 (PT) - **H & R BLOCK PREMIUM**
(323) 866-2555 (PT) - **HANGER PROSTHETICS AND ORTHOTICS**
(323) 655-1040 (PT) - **HARLAN LEVINSON CPA**
(323) 936-5561 (PT) - **I. E. SINGAPORE**
(323) 655-6031 (PT) - **IDOMENEO ENTERPRISES INC.**
(323) 866-0833 (PT) - **JSF FINANCIAL**
(323) 852-6135 (PT) - **LAW OFFICES OF ADAM GREEN**
(323) 947-2224 (PT) - **LAW OFFICES OF DANIEL A. GIBALEVICH**
(323) 930-2020 (PT) - **LAW OFFICES OF DANIEL GIBALEVICH**
(323) 653-1600 (PT) - **LAW OFFICES OF KOROL & VELEN**
(323) 456-0349 (PT) - **LAW OFFICES OF LUDLOW**
(323) 653-6530 (PT) - **LEAL DOLORES Y ATTY**
(323) 655-5096 (PT) - **LEGACY PARTNERS II**
(323) 456-2040 (PT) - **LEVINSON HARLAN CPA**
(323) 782-3842 (PT) - **LILY'S SNACKS & GIFTS**
(323) 704-1209 (PT) - **LOS ANGELES BAIL BONDS**
(323) 364-0238 (PT) - **LOS ANGELES COUNTY BAIL BONDS**
(323) 965-3400 (PT) - **LUCKY MAGAZINE**
(323) 782-0818 (PT) - **MANELA AND COMPANY**
(323) 782-1785 (PT) - **MANELA AND COMPANY**
(323) 653-6530 (PT) - **MAROKO MICHAEL ATTY**
(323) 653-6530 (PT) - **MOCHKATEL RENEE ATTY**
(323) 782-3163 (PT) - **MORGAN KERSTIN,**
(323) 782-3140 (PT) - **NATHAN FRANK & ELINOR**
(323) 782-3000 (PT) - **NEW YORK LIFE INSURANCE COMPANY**
(323) 653-6530 (PT) - **OLMOS ROBERT TOMAS ATTY**
(323) 658-4200 (PT) - **ROCKEFELLER PHILANTHROPY ADVIS**
(323) 782-1083 (PT) - **SJS COUNSEL**
(323) 653-6530 (PT) - **SOMERS MARGERY ATTY**
(323) 651-0902 (PT) - **SOUTH AFRICAN CONSULATE GENERAL**
(323) 655-8832 (PT) - **TURKISH CONSULATE GENL.**
(323) 762-1600 (PT) - **URGE PUBLIC RELATIONS**
(323) 653-6530 (PT) - **WEISS JODY ATTY**
(323) 653-6530 (PT) - **WEST JOHN S ATTY**

(323) 966-5800 (PT) - **WILSHIRE WELLNESS**
(323) 653-8087 (PT) - **WOMEN'S EQUAL RIGHTS LEGAL**

Subject's Phones

(323) 302-4773 (PT) - **ALLRED GLORIA ATTORNEY**
(323) 653-6530 (PT) - **ALLRED MAROKO & GOLDBERG ATTYS**
(323) 653-6530 (PT) - **ALLRED MAROKO GOLDBERG & RIBAKOFF ATTY**
(323) 653-6530 (PT) - **BLOOM LISA ATTY**

- Owner:
- [U S REIF SIC 6300 WILSHIRE LLC](#)
- Purchase Date: **05/21/2015**
- Purchase Price: **\$151,000,000**
- Assessed Value: **\$164,129,513**
- Land Square Feet: **69,331**

Cities History (5 Found)

LOS ANGELES, CA (LOS ANGELES COUNTY) (10/27/1992 to 02/02/2022)
MALIBU, CA (LOS ANGELES COUNTY) (12/30/2010 to 02/08/2022)
PACIFIC PALISADES, CA (LOS ANGELES COUNTY) (05/22/1990 to 07/10/2019)
NEW YORK, NY (NEW YORK COUNTY) (09/04/2013 to 09/04/2013)
NORTH HOLLYWOOD, CA (LOS ANGELES COUNTY) (03/19/2003 to 03/19/2003)

Counties History (2 Found)

LOS ANGELES, CA (05/22/1990 to 02/08/2022)
NEW YORK, NY (09/04/2013 to 09/04/2013)

Driver's License Information (1 Found)

GLORIA ALLRED

  25500 LATIGO SHORE DR, MALIBU, CA 90265 (LOS ANGELES COUNTY)

DL#: [S0461764](#)

DL State: **CA**

Reported Date: **05/08/2020**

Date of Birth: **07/03/1941**, Born **80** years ago

Professional Affiliations (1 Found)

Specialty: **FAMILY LAW,CIVIL RIGHTS,WRONGFUL TERMINATION,GENERAL PRACTICE,EMPLOYMENT LAW**



Education:

LOYOLA MARYMOUNT UNIVERSITY, J.D., UNIVERSITY OF PENNSYLVANIA, B.A.

Professional Licenses

GLORIA RACHEL ALLRED

DOB: **07/1941**

  6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)

Phone: (323) 653-6530

License Type: **LAWYER**

License State: **DC**



License Status: **ACTIVE**

Issue Date: **02/04/2013**

Job Functions: **LAWYER**

GLORIA RACHEL ALLRED

DOB: **07/1941**

  6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)

Phone: (323) 653-6530

License Type: **LAWYER**

License Number: **65033**



License State: **CA**

License Status: **ACTIVE**

Issue Date: **12/18/1975**

Job Functions: **LAWYER**

GLORIA R ALLRED

  6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)

Phone: (323) 653-6530

Fax: **3236531660**

Business Name: **ALLRED MAROKO & GOLDBERG**

License Type: **ATTORNEY**

License State: **CA**

Issue Date: **1975**

Job Functions: **PARTNER**

Specialties: **CIVIL PRACTICE, CIVIL RIGHTS, FAMILY LAW, GENERAL PRACTICE, LABOR AND EMPLOYMENT**

Bankruptcy Records (None Found)

Liens (None Found)

Judgments (1 Found)

GLORIA R ALLRED

Address: **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)**



Filing Type: **SMALL CLAIMS JUDGMENT**

Plaintiff: **MARY R KOOGLER**

Court Case Number: **00M02605**

Total Judgment Amount: **\$1,758**

Court: **LOS ANGELES MUNICIPAL - LA COUNTY (CALOSM1)**



Court Address:   **110 N GRAND AVE., LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(213) 974-6135**





Filing Date: **03/10/2000**

Current Property Deeds (6 Found)



Purchase Date: 09/04/2008 - Sold Date: 08/08/2012



-   26500 LATIGO SHORE DR, MALIBU, CA 90265-4500 (LOS ANGELES COUNTY)
 - APN: **4460-019-150**
 - APN Sequence Number: **001**
 - Date Subject First Seen as Owner: **09/04/2008**
 - Date Subject Last Seen as Owner: **2021**
 - Subdivision Name: **44383**
 - Legal Description: **TR=44383 LOT 1 CONDO UNIT 5**
 - Building Square Feet: **2,597**
 - Living Square Feet: **2,597**
 - Land Square Feet: **27,930**
 - Year Built: **1990**
 - Latest Tax Roll/Assessment Information
 - Tax Year: **2020**
 - Tax Amount: **\$54,771.17**
 - Assessed Year: **2021**
 - Assessed Value: **\$4,667,000**
 - Sale Date: **06/08/2020**
 - Sale Amount: **\$5,670,500**
 - Document Number: **1854437**
 - Total Value: **\$4,667,000**
 - Land Value: **\$3,679,000**
 - Improvement Value: **\$988,000**
 - Bedrooms: **2**
 - Baths: **4**

Most Current Ownership Information - 06/08/2020





- Owner: **GLORIA ALLRED**
- Mailing Address:   26500 LATIGO SHORE DR, MALIBU, CA 90265-4500 (LOS ANGELES COUNTY)
-   26500 LATIGO SHORE DR, MALIBU, CA 90265-4500 (LOS ANGELES COUNTY)
- Sale Date: **06/08/2020**
- Absentee Indicator: **Situs Address Taken From Sales**
- **Transaction - Determined Owner Occupied**
- Deed Sec Cat: **Residential (Modeled)**
- Universal Land Use: **Condominium**
- Property Indicator: **Condominium (Residential)**
- Residential Model Indicator: **Based On Zip Code and Value**
- **Property is Residential**
- Mortgage
- Lender: **QUICKEN LOANS INC QUICKEN LOANS INC**
- Mortgage Amount: **\$1,999,999**
- Mortgage Interest Rate: **2.6000%**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Term: **30 Years**
- Mortgage Date: **06/08/2020**
- Mortgage Due Date: **07/01/2050**
- Mtg Sec Cat: **CNV, Adjustable, Refinance, Non Conforming**
- Mortgage Interest Rate Type: **Adjustable**
- Refi Flag: **Loan to Value is More Than 50%**
- Mortgage
- Lender: **QUICKEN LNS INC QUICKEN LNS INC**
- Mortgage Amount: **\$1,999,999**
- Mortgage Interest Rate: **2.6000%**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Term: **30 Years**
- Mortgage Date: **06/08/2020**
- Mortgage Due Date: **07/01/2050**
- Mtg Sec Cat: **CNV, Adjustable, Refinance, Non Conforming**
- Mortgage Interest Rate Type: **Adjustable**
- Refi Flag: **Loan to Value is More Than 50%**

Previous Ownership Information - 05/20/2016





- Owner: **ALLRED LIVING TRUST**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **26500 LATIGO SHORE LLC**

-   17366 W SUNSET BLVD PH 1, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)
- APN: **4415-018-073**
- APN Sequence Number: **001**
- Date Subject Last Seen as Owner: **2021**
- Subdivision Name: **32668**
- Legal Description: **TR=32668 CONDOMINIUM UNIT 53**
- Building Square Feet: **2,257**
- Living Square Feet: **2,257**
- Land Square Feet: **203,897**
- Year Built: **1963**
- Latest Tax Roll/Assessment Information
- Tax Year: **2020**
- Tax Amount: **\$9,459.44**
- Assessed Year: **2021**
- Assessed Value: **\$779,780**
- Sale Date: **08/08/2012**
- Sale Amount: **\$427,000**
- Document Number: **350020**
- Total Value: **\$779,780**
- Land Value: **\$382,808**
- Improvement Value: **\$396,972**
- Bedrooms: **3**
- Baths: **3**

Most Current Ownership Information - 08/08/2012

- Owner: **ALLRED LIVING TRUST**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **GLORIA ALLRED**
-   17366 W SUNSET BLVD PH 1, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)
- Owner Ownership Rights: **Living Trust**
- Business Name: **ALLRED LIVING TRUST**
- Sale Date: **08/08/2012**
- Absentee Indicator: **Situs Address Taken From Sales Transaction - Determined Absentee Owner**
- Deed Sec Cat: **Interfamily Transfer, Resale, Residential (Modeled)**
- Universal Land Use: **Condominium**
- Property Indicator: **Condominium (Residential)**
- Inter Family: **Yes**
- Resale New Construction: **Resale**
- Residential Model Indicator: **Based On Zip Code and Value Property is Residential**
- **Mortgage Information not available**

Previous Ownership Information

- Owner: **GLORIA R ALLRED**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **EQUITY ASSOCIATES**
-   17366 W SUNSET BLVD PH 1, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)
- Owner Relationship Type: **Unmarried Woman**
- Sale Code: **Full Value**
- Sale Amount: **\$427,000**
- Absentee Indicator: **Situs Address Taken From Sales**

Transaction - Determined Owner Occupied

- Deed Sec Cat: **Residential (Modeled)**
- Universal Land Use: **Condominium**
- Property Indicator: **Condominium (Residential)**
- Residential Model Indicator: **Based On Zip Code and Value**

Property is Residential

- Mortgage
- Lender: **MANHATTAN WEST FNDG**
- Mortgage Amount: **\$200,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **09/29/1993**
- Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
- Refi Flag: **Loan to Value is More Than 50%**
- Mortgage
- Lender: **MANHATTAN WEST FNDG**
- Mortgage Amount: **\$202,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **03/22/1993**
- Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
- Refi Flag: **Loan to Value is More Than 50%**
- Mortgage
- Lender: **WESAV MTG CORP**
- Mortgage Amount: **\$202,300**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **12/28/1992**
- Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
- Refi Flag: **Loan to Value is More Than 50%**

Purchase Date: 03/1990 - Sold Date: 08/08/2012



17366 W SUNSET BLVD,PH 3 PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)



• **Homestead**

- APN: **4415-018-074**
- APN Sequence Number: **001**
- Date Subject First Seen as Owner: **03/1990**
- Date Subject Last Seen as Owner: **2021**
- Subdivision Name: **32668**
- Legal Description: **TR=32668 CONDOMINIUM UNIT 54**
- Building Square Feet: **1,253**
- Living Square Feet: **1,253**
- Land Square Feet: **203,897**
- Year Built: **1963**



• Latest Tax Roll/Assessment Information

- Tax Year: **2020**
- Tax Amount: **\$9,139.33**
- Assessed Year: **2021**
- Assessed Value: **\$764,840**
- Sale Date: **08/08/2012**
- Sale Amount: **\$450,000**
- Document Number: **613037**
- Total Value: **\$764,840**
- Land Value: **\$509,900**
- Improvement Value: **\$254,940**
- Bedrooms: **2**
- Baths: **2**





Most Current Ownership Information - 08/08/2012

- Owner: **ALLRED LIVING TRUST**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **GLORIA ALLRED**

Previous Ownership Information - 03/1990

- Owner: **GLORIA ALLRED**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **MARY T REINHARDT**

Purchase Date: 09/20/2018

-   17366 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)
-   17366 W SUNSET BLVD APT 504, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)

- 17366 W SUNSET BLVD # 55, PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)

-   17366 W SUNSET BLVD PH 4, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)

- APN: **4415-018-075**

- APN Sequence Number: **001**

- Date Subject First Seen as Owner: **09/20/2018**

- Date Subject Last Seen as Owner: **2021**

- Subdivision Name: **32668**

- Legal Description: **TR=32668 CONDOMINIUM UNIT 55**

- Building Square Feet: **2,071** Living Square Feet: **2,071**

- Land Square Feet: **203,897** Year Built: **1963**

- Latest Tax Roll/Assessment Information

- Tax Year: **2020**

- Tax Amount: **\$27,117.06**

- Assessed Year: **2021**

- Assessed Value: **\$2,267,247**

- Sale Date: **09/20/2018**

- Sale Amount: **\$2,200,000**

- Document Number: **1060326**

- Total Value: **\$2,267,247**



- Land Value: **\$680,174**

- Improvement Value: **\$1,587,073**

- Bedrooms: **4** Baths: **4**



Most Current Ownership Information - 09/20/2018

- Owner: **ALLRED LIVING TRUST**

- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)

- Seller: **CHRISTIAN TRUST HERRMANN JR**

-   **17366 W SUNSET BLVD APT 504, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)**

-   17366 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)

- Owner Ownership Rights: **Living Trust**

- Business Name: **ALLRED LIVING TRUST**

- Sale Date: **09/20/2018**

- Sale Code: **Sale Price (Full)**

- Sale Amount: **\$2,200,000**

- Absentee Indicator: **Situs Address Taken From Sales**

Transaction - Determined Absentee Owner

- Deed Sec Cat: **Resale, Mortgaged Purchase, Residential (Modeled)**

- Universal Land Use: **Condominium**



- Property Indicator: **Condominium (Residential)**

- Resale New Construction: **Resale**





- Residential Model Indicator: **Based On Zip Code and Value**

Property is Residential





Previous Ownership Information - 09/20/2018

- Owner: **GLORIA ALLRED**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **CHRISTIAN TRUST HERRMANN JR**

Purchase Date: N/A - Sold Date: 08/08/2012







-   17366 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)
-   17366 W SUNSET BLVD PH 2, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)
 - APN: **4415-018-076**
 - APN Sequence Number: **001**
 - Date Subject Last Seen as Owner: **2021**
 - Subdivision Name: **32668**
 - Legal Description: **TR=32668 CONDOMINIUM UNIT 56**
 - Building Square Feet: **1,261**
 - Living Square Feet: **1,261**
 - Land Square Feet: **203,897**
 - Year Built: **1963**
 - Latest Tax Roll/Assessment Information
 - Tax Year: **2020**
 - Tax Amount: **\$4,530.52**
 - Assessed Year: **2021**
 - Assessed Value: **\$369,723**
 - Sale Date: **08/08/2012**
 - Sale Amount: **\$229,000**
 - Document Number: **350022**
 - Total Value: **\$369,723**
 - Land Value: **\$147,883**
 - Improvement Value: **\$221,840**
 - Bedrooms: **2**
 - Baths: **2**

Most Current Ownership Information - 08/08/2012

- Owner: **ALLRED LIVING TRUST**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **GLORIA ALLRED**
-   17366 W SUNSET BLVD PH 2, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)

- Owner Ownership Rights: **Living Trust**
 - Business Name: **ALLRED LIVING TRUST**
 - Sale Date: **08/08/2012**
 - Absentee Indicator: **Situs Address Taken From Sales Transaction - Determined**
- Absentee Owner**
- Deed Sec Cat: **Interfamily Transfer, Resale, Residential (Modeled)**
 - Universal Land Use: **Condominium**
 - Property Indicator: **Condominium (Residential)**
 - Inter Family: **Yes**
 - Resale New Construction: **Resale**
 - Residential Model Indicator: **Based On Zip Code and Value Property is Residential**





Previous Ownership Information

- Owner: **GLORIA R ALLRED**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **EQUITY ASSOCIATES**
-   17366 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)
-   17366 W SUNSET BLVD PH 2, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)
- Owner Relationship Type: **Unmarried Woman**
- Sale Code: **Full Value**
- Sale Amount: **\$229,000**
- Absentee Indicator: **Situs Address Taken From Sales Transaction - Determined Owner Occupied**
- Deed Sec Cat: **Residential (Modeled)**
- Universal Land Use: **Condominium**
- Property Indicator: **Condominium (Residential)**
- Residential Model Indicator: **Based On Zip Code and Value Property is Residential**
- Mortgage
- Lender: **MANHATTAN WEST FNDG**
- Mortgage Amount: **\$200,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **09/29/1993**
- Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
- Refi Flag: **Loan to Value is More Than 50%**





- Mortgage
- Lender: **MANHATTAN WEST FNDG**
- Mortgage Amount: **\$202,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **03/22/1993**
- Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**

- Refi Flag: **Loan to Value is More Than 50%**
- Mortgage
- Lender: **WESAV MTG CORP**
- Mortgage Amount: **\$202,300**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **12/28/1992**
- Mtg Sec Cat: **CNV, Fixed, Refinance, Conforming**
- Refi Flag: **Loan to Value is More Than 50%**



Previous Ownership Information

- Owner: **ALLRED LIVING TRUST**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **EQUITY ASSOCIATES**
-   17366 W SUNSET BLVD PH 2, PACIFIC PALISADES, CA 90272-4125 (LOS ANGELES COUNTY)
- Owner Ownership Rights: **Living Trust**
- Business Name: **ALLRED LIVING TRUST**
- Sale Code: **Full Value**
- Sale Amount: **\$229,000**
- Absentee Indicator: **Situs From Sale (Absentee)**
- Universal Land Use: **Condominium**
- Property Indicator: **Condominium**
- Residential Model Indicator: **Property is Residential**
- **Mortgage Information not available**

Previous Ownership Information

- Owner: **GLORIA ALLRED**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **EQUITY ASSOCIATES**
-   17366 W SUNSET BLVD, PACIFIC PALISADES, CA 90272-4126 (LOS ANGELES COUNTY)
- Owner Ownership Rights: **Trust**
- Sale Code: **Full Value**
- Sale Amount: **\$229,000**
- Absentee Indicator: **Absentee(Mail And Situs Not =)**
- Universal Land Use: **Condominium**
- Property Indicator: **Condominium**
- Residential Model Indicator: **Property is Residential**

Purchase Date: 12/28/2007 - Sold Date: 07/06/2013





  203 W 81ST ST APT 4C, NEW YORK, NY 10024-5817 (NEW YORK COUNTY)

- APN: **1229-1021**
- APN Sequence Number: **001**
- Account Number: **20477022000**
- Date Subject First Seen as Owner: **12/28/2007**
- Date Subject Last Seen as Owner: **2021**
- Year Built: **1920**

Latest Tax Roll/Assessment Information

- Tax Year: **2020**
- Tax Amount: **\$21,249.86**
- Assessed Year: **2021**
- Assessed Value: **\$166,432**
- Sale Date: **07/06/2013**
- Sale Amount: **\$1,750,000**
- Document Number: **10286**
- Total Value: **\$166,432**
- Land Value: **\$34,592**
- Improvement Value: **\$131,840**





Most Current Ownership Information - 07/06/2013

- Owner: **ALLRED LIVING TRUST**
- Mailing Address:   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Seller: **GLORIA ALLRED**
-   203 W 81ST ST APT 4C, NEW YORK, NY 10024-5817 (NEW YORK COUNTY)
- Owner Ownership Rights: **Living Trust**
- Business Name: **ALLRED LIVING TRUST**
- Sale Date: **07/06/2013**
- Absentee Indicator: **Situs Address Taken From Sales**

Transaction - Determined Absentee Owner

- Deed Sec Cat: **Interfamily Transfer, Resale, Residential (Modeled)**
- Universal Land Use: **Condominium**
- Property Indicator: **Condominium (Residential)**
- Inter Family: **Yes**
- Resale New Construction: **Resale**
- Residential Model Indicator: **Based On Zip Code and Value**
- **Property is Residential**
- **Mortgage Information not available**

Previous Ownership Information - 12/28/2007

- Owner: **GLORIA ALLRED**
- Mailing Address:   203 W 81ST ST APT 4C, NEW YORK, NY 10024-5817 (NEW YORK COUNTY)
- Seller: **SEYMOUR MICHAEL E & CHRISTINA F**
-   203 W 81ST ST APT 4C, NEW YORK, NY 10024-5817 (NEW YORK COUNTY)
- Sale Date: **12/28/2007**



Property Foreclosures (1 Found)



FIPS County: **037**
Deed Category: **Foreclosure**
Document Type: **Trustee Deed**
Recording Date: **02/16/1995**
Document Year: **1995**
Document Number: **000000266679**

Defendants

Name: **GLORIA ALLRED**

Plaintiffs: **ALFRED WILLIAM**

Address:   7230 COLDWATER CANYON AVE, NORTH HOLLYWOOD, CA 91605-4203 (LOS ANGELES COUNTY)

Mailing Address:   7230 COLDWATER CANYON AVE, NORTH HOLLYWOOD, CA 91605-4203 (LOS ANGELES COUNTY)

Sales Price: **\$2,500,000**

Last Full Sale Transfer Date: **03/19/2003**

Parcel Number Id: **2324-005-036**

Transfer Value: **\$2,106,020**

Mail Address Indicator: **Data Obtained From County Or Local Source**

Property Indicator: **00**

Living Area Square Feet: **35784**

Zoning Code: **LAM2**

Lot Size: **64312**

Year Built: **1977**

Current Land Value: **\$1,349,631**

Current Improvement Value: **\$1,012,222**



Lot: **COM**

Evictions (None Found)





Current Vehicle Information (None Found)



Global Watch Lists (None Found)

US Business Affiliations (7 Found)





- [Business Details](#)
- **ALLRED GLORIA R ATTORNEY (Primary)**
 -   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY) (12/01/2019 to 03/01/2020)
 - Current Phone at address (323) 653-6530 (PT)

- [Business Details](#)
- **ALLRED MAROKO & GOLDBERG (Primary)**
- **ALLRED, MAROKO & GOLDBERG (Primary)**
- Link Number: [400278915](#)
-   6300 WILSHIRE BLVD, LOS ANGELES, CA 90048-5204 (LOS ANGELES COUNTY) (1976 to 1976)
 - Current Phone at address
 - **(323) 653-6530 (PT)**
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY) (1976 to 1976)
 - Current Phone at address
 - **(323) 653-6530 (PT)**

- [Business Details](#)
- **DONAHUE ENGINEERING, INC. (Former)**
- **DONALLCO, INC (Primary)**
- **DONALLCO, INCORPORATED (Primary)**
- Link Number: [48168510](#)
-   4925 VAN NOORD AVE, SHERMAN OAKS, CA 91423-2213 (LOS ANGELES COUNTY) (1953 to 07/24/2020)
 - Current Phone at address
 - **(818) 783-0873 (PT)**
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY) (1953 to 07/24/2020)
 - Current Phone at address
 - **(818) 783-0873 (PT)**

- [Business Details](#)
- **GLORIA ALLRED (Primary)**
- Link Number: [384189910](#)
-   6300 WILSHIRE BLVD, LOS ANGELES, CA 90048-5204 (LOS ANGELES COUNTY) (2017)
 - Current Phone at address
 - **(323) 302-4773 (PT)**

- [Business Details](#)
- **GLORIOUS PRODUCTIONS INC (Primary)**
- **GLORIOUS PRODUCTIONS, INC. (Primary)**
- Link Number: [289723295](#)
-   6300 WILSHIRE BLVD, LOS ANGELES, CA 90048-5204 (LOS ANGELES COUNTY) (1993 to 09/21/2012)
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY) (1993 to 09/21/2012)

- [Business Details](#)
- **WOMEN'S EQUAL RIGHTS LEGAL DEFENSE AND EDUCATION FUND (Primary)**
- Link Number: [347388905](#)
-   6300 WILSHIRE BLVD STE 150, LOS ANGELES, CA 90048-5211 (LOS ANGELES COUNTY) (1978 to 04/28/2021)
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY) (1978 to 04/28/2021)











- [Business Details](#)
- **WOMENS MOVEMENT (Primary)**
-   6300 WILSHIRE BLVD, LOS ANGELES, CA 90048-5204 (LOS ANGELES COUNTY) (10/01/2019 to 10/01/2020)
- Current Phone at address
 - **(323) 653-8087 (PT)**



UCC Filings (None Found)

US Corporate Affiliations (5 Found)

- Incorporation State: **CA**
- **26500 LATIGO SHORE, LLC (Primary)**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)**
- Filing Number: **200828110158**
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Corporation**
- Address Type: **Business**
- Registration Type: **Limited Liability Company**
- Verification Date: **07/26/2019**
- Filing Date: **10/06/2008**
- Date First Seen: **10/14/2008**
- Date Last Seen: **07/26/2019**
- Received Date: **07/29/2019**
- Misc Details: **LLC JURISDICTION: CA**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **07/30/2019**
- Sec Status: **Cancelled**
- **Corporate Officers and Directors**
- **GLORIA ALLRED**, Title: **Other, MANAGER/MEMBER**
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- **MICHAEL MAROKO**, Title: **Registered Agent**

-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- Incorporation State: **CA**
- **DONALLCO, INCORPORATED (Primary)**
- **DONAHUE ENGINEERING, INC. (Former)**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)**
- Filing Number: **C0248767**
- Link Number: [48168510](#)
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **07/11/2020**
- Filing Date: **10/09/1950**
- Incorporation Date: **10/09/1950**
- Date First Seen: **10/19/2002**
- Date Last Seen: **07/24/2020**
- Franchise Tax Board Status: **Good Standing**
- Received Date: **07/15/2020**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **07/25/2020**
- Sec Status: **Active**
- **Corporate Officers and Directors**
- **GLORIA ALLRED, Title: Chief Executive Officer**
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- **GLORIA ALLRED, Title: Registered Agent**
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- **Corporate Amendments**
- Filing Date: **12/24/2001**
- Reason: **Reinstated**
- Description: **SECRETARY OF STATE REVIVOR**
- Incorporation State: **CA**
- **THE WOMEN'S MOVEMENT (Primary)**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)**
- Filing Number: **C0877775**
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Profit**
- Address Type: **Mailing**



- Registration Type: **Corporation**
- Verification Date: **09/30/2012**
- Filing Date: **11/15/1978**
- Incorporation Date: **11/15/1978**
- Date First Seen: **08/19/2002**
- Date Last Seen: **10/10/2012**
- Franchise Tax Board Status: **Good Standing**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701**
(SACRAMENTO COUNTY)
- File Date: **10/11/2012**
- Sec Status: **Active**
- **Corporate Officers and Directors**
- **GLORIA ALLRED**, Title: **Chief Executive Officer**
-   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)**
- **GLORIA ALLRED**, Title: **Registered Agent**
-   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)**
- Incorporation State: **CA**
- **WOMEN'S EQUAL RIGHTS LEGAL DEFENSE AND EDUCATION FUND (Primary)**
- Address:   **6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217**
(LOS ANGELES COUNTY)
- Filing Number: **C0876043**
- Link Number: **347388905**
- Filing Office Link Number: **1807680030**
- Corporation Type: **Non-Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **04/24/2021**
- Filing Date: **10/23/1978**
- Incorporation Date: **10/23/1978**
- Date First Seen: **08/19/2002**
- Date Last Seen: **04/28/2021**
- Franchise Tax Board Status: **Good Standing**
- Received Date: **04/26/2021**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701**
(SACRAMENTO COUNTY)
- File Date: **04/29/2021**
- Sec Status: **Active**
- **Corporate Officers and Directors**
- **GLORIA ALLRED**, Title: **Chief Executive Officer**

- 6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)
- **GLORIA ALLRED**, Title: **Registered Agent**
-   6300 WILSHIRE BLVD STE 1500, LOS ANGELES, CA 90048-5217 (LOS ANGELES COUNTY)

Aircraft Records (None Found)

Pilot Licenses (None Found)


Voter Registrations

- Name: **GLORIA ALLRED**
- Address:   **17366 W SUNSET BLVD, PACIFIC PALISADES, CA 90272 (LOS ANGELES COUNTY)**
- DOB: **07/03/1941** (80)
- Party: **Democrat**
- Gender: **Female**

Hunting Permits (None Found)

Weapon Permits (None Found)

Possible Relatives - Summary (5 Found)

- > [LISA READ BLOOM](#) 1961 Age: 60
- > [WILLIAM RAYMOND ALLRED](#) 1930 Age: 91
- > [TERESA LYNN ALLRED](#) 1952 Age: 69
- > [MOROKO ALLRED](#) 1941 Age: 80
- >  [MORRIS BLOOM](#) 1901 Age: 120

Likely Associates - Summary (30 Found)

- [NATHAN GOLDBERG](#) 1946 Age: 75
- [NATHAN GOLDBERG](#) 1953 Age: 68
- [MICHAEL TE MAROKO](#) 1950 Age: 71
- [ESTHER N FLEISCHMANN](#) 1949 Age: 72
- [JOHN STEVEN WEST](#) 1957 Age: 64
- [RENEE M MOCHKATEL](#) 1957 Age: 64
- [DOLORES YVONNE LEAL](#) 1958 Age: 63
- [MARY ANN GULUZZA](#) 1945 Age: 76

- [MARIA G DIAZ](#) 1969 Age: 52
- [CHRISTINA CHEUNG](#) 1985 Age: 36
- [ALEXANDER VANDYNE](#) 1965 Age: 56
- [HAYLEY T GOLDBERG](#) 1962 Age: 59
- [LISA R STRAX](#) 1951 Age: 70
- [NINA MARIE SHEFFIELD](#) 1957 Age: 65
- [ROBERT T OLMOS](#) 1947 Age: 74
- [ALMA OLIVERA](#) 1964 Age: 57
- [CAROLYN J FRANK](#) 1930 Age: 91
- [LATYNA FRANKLIN JONES](#) 1968 Age: 53
- [JAMES D WONG](#) 1957 Age: 64
- [MICHAEL CARLTON JAVELOS](#) 1946 Age: 75
- **D** [HELEN GOLDBERG](#) 1910 Age: 111
- [JACOB AARON GOLDBERG](#) 1983 Age: 38
- [MOLLY LEE WOOTTON](#) 1967 Age: 54
- [LOUISE C SWANSON](#) 1936 Age: 85
- [STACY R SPENCER](#) 1974 Age: 47
- [MARGERY NAN SOMERS](#) 1948 Age: 73
- [MICHELLE RENEE SIXKILLER](#) 1984 Age: 37
- [JENNIFER SCOBAY SHUEMAKER](#) 1973 Age: 48
- [STEVEN COLIN SHILL](#) 1969 Age: 52
- [ROZALIA ULIY RYBAKOVA](#) 1945 Age: 76

Possible Associates - Summary (13 Found)

- [PATRICIA ANN VINNECOUR](#) 1945 Age: 77
- [KEITH EDWARD VINNECOUR](#) 1939 Age: 82
- [ANTHONY RUDY RODARTE](#) 1960 Age: 62
- [DANIEL G MAMANE](#) 1948 Age: 73
- [CHARLES KEVIN VARNUM](#) 1956 Age: 65
- [SANDRA LD RADER](#) 1939 Age: 82
- [GEORGINA FRANCES LINDSEY](#) 1960 Age: 61
- **D** [GITA SIEGEL BRAUDE](#) 1919 Age: 102
- [MALKA M SUSSER](#) 1938 Age: 83
- [KEVIN BRUCE SKIDD](#) 1973 Age: 48
- [HEIDI ANN BUTLER](#) 1982 Age: 39
- [REBECCA L STONE](#) 1981 Age: 40
- [SETH J BERKOWITZ](#) 1981 Age: 40

Comprehensive Report

DONALD GENE RICHARDS

32158 CAMINO CAPISTRANO STE A, SAN JUAN CAPISTRANO, CA 92675-3711
(ORANGE COUNTY) (10/01/2010 to 12/18/2021)

Comprehensive Report

Date: 03/01/2022

Reference ID: NONE

Subject Information

(Best Information for Subject)

Name: DONALD GENE RICHARDS (05/25/1993 to 12/18/2021)

Date of Birth: **01/07/1957**

Born **65** years ago

Gender: **Male**

SSN: **566-17-6012**

issued in **CALIFORNIA** between **1972-1973**

SSN: **566-17-6012**

Other Individuals Observed with shared SSN: **None**

Other Names Associated with Subject

DONALD G RICHRDS (03/01/1994 to 09/01/1994)

Other DOBs Associated with Subject

Date of Birth: **07/07/1957**

Current Age: **64**

Report Legend

 - Deceased Person

 - View Address Map

 - View Social Network(s)

Relatives

 > - 1st Degree of Separation

 >> - 2nd Degree of Separation

 >>> - 3rd Degree of Separation

Indicators

Bankruptcies: **Yes**

Judgments: **Yes**

Corporate Affiliations: **Yes**

Criminal/Traffic: **Yes**



- **Email Addresses Associated with Subject**
- dstimmel@aol.com (40%)
-
- noemail@noemail.com (40%)

Possible Phones Associated with Subject

(310) 895-0722 (PT) (Mobile) (86%)
(714) 986-4651 (PT) (Mobile) (68%)
(310) 839-2301 (PT) (LandLine) (66%)
(949) 728-0968 (PT) (LandLine) (66%)
(310) 358-7394 (PT) (LandLine) (66%)
(562) 997-3317 (PT) (LandLine) (66%)
(949) 373-6041 (PT) (Mobile) (66%)
(310) 228-0519 (PT) (Mobile) (66%)
(714) 860-2232 (PT) (Mobile) (33%)
(310) 673-0741 (PT) (LandLine) (3%)

Possible Traffic Criminal Records (3 Found)

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.**

- Name: **DONALD GENE RICHARDS**
- DOB: **01/07/1957** Born **65** Years Ago
- Address:   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034
(LOS ANGELES COUNTY)**
- Gender: **M**
- Ethnicity: **BLACK**
- Is Sex Offender: **No**
- Source Name: **ADMINISTRATIVE OFFICE OF COURTS**
- Source State: **AZ**

Crime Details - **11/28/2007 - PIMA, AZ**

- OffenseDescription1: **LOCAL CHARGE**
- Case Number: **22465483**
- Crime County: **PIMA**
- Crime Type: **TRAFFIC**
- Counts: **1**
- Charges Filed Date: **11/28/2007**
- Case Type: **TRAFFIC**
- Court: **TUCSON MUNICIPAL COURT**
- Disposition: **DEFENSIVE DRIVING/DISM NO MVD**
- Disposition Date: **12/27/2007**

**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.**

- Name: **DONALD G RICHARDS**
- DOB: **01/07/1957** Born **65** Years Ago
- Is Sex Offender: **No**
- Source Name: **RIVERSIDE COUNTY - SUPERIOR COURT**
- Source State: **CA**

Crime Details - 12/31/2008 - RIVERSIDE, CA

- OffenseDescription1: **UNSPECIFIED**
- Case Number: **05454JWDR**
- County: **RIVERSIDE**
- Crime County: **RIVERSIDE**
- Charges Filed Date: **12/31/2008**



**WARNING - Due to the quality of Criminal data entry - Data displayed may not pertain to your Subject.
Separate Criminal Search is highly suggested as well as independent verification of anything displayed on this system.**























- Name: **DONALD G RICHARDS**
- DOB: **01/07/1957** Born **65** Years Ago
- Is Sex Offender: **No**
- Source Name: **RIVERSIDE COUNTY - SUPERIOR COURT**
- Source State: **CA**

Crime Details - 12/31/2008 - RIVERSIDE, CA





















- Case Number: **05454JWDRRICHARDSDONALD570107**
- Crime County: **RIVERSIDE**
- OffenseCode: **** NO CONVICTED CHARGES FOUND ****
- Charges Filed Date: **12/31/2008**
- Court: **CA RIVERSIDE SUPERIOR COURT**

Possible Employers (16 Found)

- Business Name: **UNITED STATES GOVERNMENT (12/08/2020)**
- Phone: **(310) 839-2301 (PT) UNITED STATES GOVERNMENT**
- Address:   **3751 MOTOR AVE, LOS ANGELES, CA 90034 (LOS ANGELES COUNTY)**

- Business Name: **UNITED NATIONAL PICTURES, LLC (03/23/2010 to 07/26/2019)**
- Address:   **3765 MOTOR AVE, LOS ANGELES, CA 90034 (LOS ANGELES COUNTY)**
 - Business Name: **PROGRESSIVE FUNDING SOLUTIONS LLC (12/13/2016)**
 - Business Name: **BLACK MEN S INDEPENDENT COMPUTERS INC (06/20/2011 to 02/19/2014)**
 - Phone: **(310) 967-4071 (PT) BLACK MEN S INDEPENDENT COMPUTERS INC**
 - Address:   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034 (LOS ANGELES COUNTY)**
 - Business Name: **UNITED NATIONAL PICTURES LLC (08/17/2013)**
 - Business Name: **MAGI INVESTMENTS LLC (02/15/2013)**
 - Business Name: **MAJESTIC OAKS LLC (03/22/2012)**
 - Business Name: **MR DONALD RICHARDS (03/22/2012)**
 - Address:   **3765 MOTOR AVE # 412, LOS ANGELES, CA 90034 (LOS ANGELES COUNTY)**
 - Business Name: **BETTER WORLD FOUNDATION INC (06/20/2011)**
 - Address:   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034 (LOS ANGELES COUNTY)**
 - Business Name: **UNITED SERVICES MANAGEMENT INC (06/20/2011)**
 - Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008 (LOS ANGELES COUNTY)**
 - Business Name: **HINES BROTHERS TIRES & WHEELS INCORPORATED (06/20/2011)**
 - Phone: **(310) 537-2288 (PT) HINES BROTHERS TIRES & WHEELS INCORPORATED**
 - Address:   **PO BOX 535, LYNWOOD, CA 90262 (LOS ANGELES COUNTY)**
 - Business Name: **ENVIRONMENTAL TRANSIT INCORPORATED (06/20/2011)**
 - Address:   **11331 BULLIS RD, LYNWOOD, CA 90262 (LOS ANGELES COUNTY)**
 - Business Name: **ASSOCIATION OF BLACK BUILDERS AND CONTRACTORS (05/13/2011)**
 - Address:   **PO BOX 19733, LOS ANGELES, CA 90019 (LOS ANGELES COUNTY)**
 - Business Name: **GET 93 INCORPORATED (05/13/2011)**
 - Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008 (LOS ANGELES COUNTY)**
 - Business Name: **MEAT AMERICA INCORPORATED (05/13/2011)**
 - Phone: **(310) 830-5000 (PT) MEAT AMERICA INCORPORATED**
 - Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008 (LOS ANGELES COUNTY)**
 - Business Name: **WILLIAMS & HOWARD INCORPORATED (05/13/2011)**
 - Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008 (LOS ANGELES COUNTY)**

Address Summary (17 Found)

- **32158 CAMINO CAPISTRANO STE A, SAN JUAN CAPISTRANO, CA 92675-3711 (ORANGE COUNTY)** (10/01/2010 to 12/18/2021)
-   **3765 MOTOR AVE, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)** (09/1996 to 02/13/2019)
-   **3765 MOTOR AVE # 412, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)** (09/01/1998 to 12/09/2018)
-   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)** (06/13/1997 to 01/05/2011)
-   **3765 MOTOR AVE # 129, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)** (01/16/1996 to 01/23/2003)
-   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)** (05/25/1993 to 04/16/2018)
-   **2656 W AJO HWY, TUCSON, AZ 85746-9701 (PIMA COUNTY)** (07/21/2005 to 04/12/2018)
-   **10722 WASHINGTON BLVD # 412, CULVER CITY, CA 90232-3314 (LOS ANGELES COUNTY)** (09/12/2010 to 09/12/2010)
-   **221 W BUCKTHORN ST, INGLEWOOD, CA 90301-3235 (LOS ANGELES COUNTY)** (03/1984 to 01/23/2003)
-   **4766 ADMIRALTY WAY # 12008, MARINA DEL REY, CA 90292-9998 (LOS ANGELES COUNTY)** (12/16/1997 to 12/16/1997)
-   **3210 W 54TH ST, LOS ANGELES, CA 90043-4862 (LOS ANGELES COUNTY)** (09/1996 to 04/1997)
-   **32158 CAMINO CAPISTRANO STE A-123, SAN JUAN CAPISTRANO, CA 92675-3711 (ORANGE COUNTY)** (10/09/2019 to 02/02/2022)
-   **32158 CAMINO CAPISTRANO STE A-12, SAN JUAN CAPISTRANO, CA 92675-3711 (ORANGE COUNTY)** (04/17/2019 to 04/17/2019)
-   **4255 LIDO DR, RIVERSIDE, CA 92503-3335 (RIVERSIDE COUNTY)** (01/10/2018 to 01/10/2018)
-   **7828 DAY CREEK BLVD APT 1223, RANCHO CUCAMONGA, CA 91739-8580 (SAN BERNARDINO COUNTY)** (12/08/2020 to 12/08/2020)
-   **483 HOLLOW CORNER RD # 189, CULVER CITY, CA 90230 (LOS ANGELES COUNTY)**
-   **5473 S JONES BLVD APT 1093, LAS VEGAS, NV 89118-0550 (CLARK COUNTY)** (09/12/2021 to 03/01/2022)

Address Details (17 Found)

32158 CAMINO CAPISTRANO STE A, SAN JUAN CAPISTRANO, CA 92675-3711 (ORANGE COUNTY) (10/01/2010 to 12/18/2021)

Address contains: **16 suites**

Current Commercial Phones at address

(800) 214-6438 - **ACTIVE SOLAR**
 (949) 218-7069 (PT) - **BEACH CITY FLOORING**
 (949) 441-7735 (PT) - **ENTERPRISES USA INC SMASH,**
 (949) 940-8913 (PT) - **EXTREME HAIRCUT**
 (949) 342-4443 (PT) - **FOCUS PHOTOGRAPHY INC.**
 (949) 493-3794 (PT) - **JULIE REVILLA REALTOR**
 (949) 393-0311 (PT) - **MISSION WRAP & MAIL**
 (949) 493-4400 (PT) - **MOTHER EARTH FLOWERS**
 (949) 493-2000 (PT) - **ROLLINS LARRY INSURANCE**
 (888) 504-3111 - **STREM NETWORK CONSULTING**

Cities History (6 Found)

SAN JUAN CAPISTRANO, CA (ORANGE COUNTY) (10/01/2010 to 02/02/2022)
 TUCSON, AZ (PIMA COUNTY) (07/21/2005 to 04/12/2018)
 LOS ANGELES, CA (LOS ANGELES COUNTY) (05/25/1993 to 02/13/2019)
 CULVER CITY, CA (LOS ANGELES COUNTY) (09/12/2010 to 09/12/2010)
 INGLEWOOD, CA (LOS ANGELES COUNTY) (03/1984 to 01/23/2003)
 MARINA DEL REY, CA (LOS ANGELES COUNTY) (12/16/1997 to 12/16/1997)

Counties History (3 Found)

ORANGE, CA (10/01/2010 to 02/02/2022)
 PIMA, AZ (07/21/2005 to 04/12/2018)
 LOS ANGELES, CA (03/1984 to 02/13/2019)

Driver's License Information (None Found)

Professional Affiliations (1 Found)



Specialty: **PUBLIC FINANCE LAW,REAL ESTATE LAW,PROJECT FINANCE,NONPROFIT CORPORATIONS,CORPORATE LAW,PARTNERSHIP LAW,INTERNATIONAL BUSINESS LAW**

Education:

UNIVERSITY OF CALIFORNIA AT LOS ANGELES, J.D., BROWN UNIVERSITY, B.A.

Professional Licenses (1 Found)

DONALD G RICHARDS

  3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)


License Type: **ATTORNEY**

License State: **CA**
Issue Date: **1987**
Specialties: **FINANCE, REAL ESTATE**


Bankruptcy Records (1 Found)

Debtor Details

Name: **DONALD G RICHARDS**
SSN: **566-17-6012**

Debtor Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**

Name: **DONALD G RICHARDS**
SSN: **566-17-6012**

Debtor Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**

Bankruptcy Details

Chapter: **7**
Case Number: **93028725**
Filing Date: **05/25/1993**
Discharge Date: **09/24/1993**
Notice Type: **FILING**
Attorney Name: **N A**
Judge Name: **AA**
Court ID: **CALOSF1**

Liens (None Found)

Judgments (1 Found)

DONALD D RICHARDS Address: 4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY) Filing Type: SMALL CLAIMS JUDGMENT Plaintiff: RANDALL W YACOVETTI Court Case Number: 92S03769 Total Judgment Amount: \$907		
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Court: COMPTON MUNICIPAL - LA COUNTY (CALOSM4) Court Address:   220 W COMPTON BLVD., COMPTON, CA 90220 (LOS ANGELES COUNTY)		
--	--	--

Court Phone: (213) 603-7255
Filing Date: 12/31/1992

Current Property Deeds (None Found)

Property Foreclosures (None Found)



Evictions (None Found)

Current Vehicle Information (None Found)





Global Watch Lists (None Found)

US Business Affiliations (5 Found)

- [Business Details](#)



- **BLACK MEN'S INDEPENDENT COMPUTER, INC. (Primary)**
- **BLACK MEN'S INDEPENDENT COMPUTERS, INC. (Primary)**
- Link Number: [426333760](#)
-   3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY) (08/26/2002 to 10/12/2012)
- Current Phone at address
 - **(310) 967-4071 (PT)**

- [Business Details](#)

- **HINES BROTHERS TIRES & WHEELS INC (Primary)**
- **HINES BROTHERS TIRES & WHEELS, INCORPORATED (Primary)**
- Link Number: [3959342660](#)
-   3171 FERNWOOD AVE, LYNWOOD, CA 90262-3216 (LOS ANGELES COUNTY) (1987 to 12/19/2019)
- Current Phone at address
 - **(310) 537-2288 (PT)**
-   PO BOX 535, LYNWOOD, CA 90262-0535 (LOS ANGELES COUNTY) (1987 to 12/19/2019)
- Current Phone at address
 - **(310) 537-2288 (PT)**



- [Business Details](#)

- **MEAT AMERICA INC (Primary)**
- **MEAT AMERICA, INCORPORATED (Primary)**
- Link Number: [3915470525](#)
- 4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY) (08/22/2002 to 10/11/2012)
- Current Phone at address

- (310) 830-5000 (PT)
-   441 E CARSON ST, CARSON, CA 90745-2767 (LOS ANGELES COUNTY)
(08/22/2002 to 10/11/2012)
- Current Phone at address
 - (310) 830-5000 (PT)

- [Business Details](#)

- **MR DONALD RICHARDS (Primary)**

-   3765 MOTOR AVE # 412, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY) (03/22/2012 to 03/22/2012)

- [Business Details](#)





- **UNITED NATIONAL PICTURES LLC (Primary)**












- **UNITED NATIONAL PICTURES, LLC (Primary)**











-   3765 MOTOR AVE, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY) (02/01/2009 to 02/01/2009)
-   3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY) (08/23/2007 to 07/26/2019)







UCC Filings (None Found)

US Corporate Affiliations (14 Found)

- Incorporation State: **CA**
- **ASSOCIATION OF BLACK BUILDERS AND CONTRACTORS (Primary)**
- Address:   **PO BOX 19733, LOS ANGELES, CA 90019-0733 (LOS ANGELES COUNTY)**
- Filing Number: **C1740414**
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Non-Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **11/23/2019**
- Filing Date: **03/09/1994**
- Incorporation Date: **03/09/1994**
- Date First Seen: **08/25/2002**
- Date Last Seen: **11/26/2019**
- Franchise Tax Board Status: **Delinquent**
- Franchise Tax Board Status Date: **12/01/1999**
- Received Date: **11/25/2019**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **11/27/2019**
- Sec Status: **Dissolved**

- **Corporate Officers and Directors**
- **EMMA E MAXEY**, Title: **Chief Executive Officer**
- 1134 S REDONDO BLVD # 8, LOS ANGELES, CA 90019-6705 (LOS ANGELES COUNTY)
- **DONALD G RICHARDS**, Title: **Registered Agent**
-   4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)
- **Corporate Amendments**
- Filing Date: **11/22/2019**
- Reason: **Dissolution Of Corporation**
- Description: **CERTIFICATE OF DISSOLUTION WAS FILED**
- Incorporation State: **CA**
- **BETTER WORLD FOUNDATION, INC. (Primary)**
- Address:   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
- Filing Number: **C2365165**
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Non-Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **09/30/2012**
- Filing Date: **11/15/2001**
- Incorporation Date: **11/15/2001**
- Date First Seen: **08/27/2002**
- Date Last Seen: **10/13/2012**
- Franchise Tax Board Status: **Delinquent**
- Franchise Tax Board Status Date: **06/01/2011**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **10/16/2012**
- Sec Status: **Suspended**
- **Corporate Officers and Directors**  [Map All Addresses](#)
- **MAURICE HOLMES**, Title: **Chief Executive Officer**
-   3765 MOTOR AVE, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)
- **DONALD RICHARDS**, Title: **Registered Agent** [[View Person Record](#)]
-   3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)
- **Corporate Amendments**
- Filing Date: **06/01/2011**
- Reason: **Suspended Corporation**
- Description: **FRANCHISE TAX BOARD SUSPENSION**
- Filing Date: **02/16/2011**
- Reason: **Suspended Corporation**
- Description: **SUBJECT SUSPENDED BY SECRETARY OF STATE**



-
- Filing Date: **03/25/2005**
- Reason: **Reinstated**
- Description: **SECRETARY OF STATE REVIVOR**
-
- Filing Date: **12/16/2004**
- Reason: **Suspended Corporation**
- Description: **SUBJECT SUSPENDED BY SECRETARY OF STATE**
-
- Incorporation State: **CA**
- **BLACK MEN'S INDEPENDENT COMPUTERS, INC. (Primary)**
- Address:   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
- Filing Number: **C2171805**
- Link Number: [426333760](#)
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **09/30/2012**
- Filing Date: **08/05/1999**
- Incorporation Date: **08/05/1999**
- Date First Seen: **08/26/2002**
- Date Last Seen: **10/12/2012**
- Franchise Tax Board Status: **Delinquent**
- Franchise Tax Board Status Date: **11/03/2003**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **10/16/2012**
- Sec Status: **Suspended**
- **Corporate Officers and Directors**
- **DONALD RICHARDS**, Title: **Chief Executive Officer**
-   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
- **DONALD G RICHARDS**, Title: **Registered Agent**
-   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
- **Corporate Amendments**
- Filing Date: **11/03/2003**
- Incorporation State: **CA**
- **ENVIRONMENTAL TRANSIT, INCORPORATED (Primary)**
- Address:   **11331 ROBERT HENNING BULLIS RD, LYNWOOD, CA 90262 (LOS ANGELES COUNTY)**
- Filing Number: **C1497311**
- Filing Office Link Number: [1807680030](#)

- Corporation Type: **Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **09/30/2012**
- Filing Date: **05/24/1991**
- Incorporation Date: **05/24/1991**
- Date First Seen: **08/22/2002**
- Date Last Seen: **10/11/2012**
- Franchise Tax Board Status: **Delinquent**
- Franchise Tax Board Status Date: **06/01/1993**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **10/12/2012**
- Sec Status: **Suspended**
 - **Corporate Officers and Directors**
 - **DONALD G RICHARDS, Title: Registered Agent**
 -   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**
 - **Corporate Amendments**
 - Filing Date: **06/01/1993**
 - Reason: **Suspended Corporation**
 - Description: **FRANCHISE TAX BOARD SUSPENSION**
- Incorporation State: **CA**
- **G.E.T. 93, INCORPORATED (Primary)**
- Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**
- Filing Number: **C1710015**
- Filing Office Link Number: **1807680030**
- Corporation Type: **Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**

- Verification Date: **09/30/2012**
- Filing Date: **07/21/1992**
- Incorporation Date: **07/21/1992**
- Date First Seen: **08/25/2002**
- Date Last Seen: **10/12/2012**
- Franchise Tax Board Status: **Delinquent**
- Franchise Tax Board Status Date: **09/01/1994**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**

File Date: 10/13/2012

Sec Status: **Suspended**

- **Corporate Officers and Directors**
- **DONALD G RICHARDS ESQ, Title: Registered Agent**
-   4136 SUTRO AVE, LOS ANGELES, CA 90008-3923
(LOS ANGELES COUNTY)
- **Corporate Amendments**
- Filing Date: **09/01/1994**
- Reason: **Suspended Corporation**
- Description: **FRANCHISE TAX BOARD SUSPENSION**

Incorporation State: **CA**

HINES BROTHERS TIRES & WHEELS, INCORPORATED (Primary)

Address:   **PO BOX 535, LYNWOOD, CA 90262-0535 (LOS ANGELES COUNTY)**

Filing Number: **C1494545**

Link Number: [3959342660](#)

Filing Office Link Number: [1807680030](#)

Corporation Type: **Profit**

Address Type: **Mailing**

Registration Type: **Corporation**

Verification Date: **12/13/2019**

Filing Date: **03/08/1991**

Incorporation Date: **03/08/1991**

Date First Seen: **08/22/2002**

Date Last Seen: **12/19/2019**

Franchise Tax Board Status: **Delinquent**

Franchise Tax Board Status Date: **06/01/1993**

Received Date: **12/16/2019**

Filing Office Name: **BUSINESS PROGRAMS DIVISION**



Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701
(SACRAMENTO COUNTY)**

File Date: **12/20/2019**



Sec Status: **Suspended**

Corporate Officers and Directors

TED HINES, Title: Chief Executive Officer

  24111 PLEASANT RUN RD, MORENO VALLEY, CA 92557-4029 (RIVERSIDE COUNTY)

DON RICHARDS ESQ, Title: Registered Agent





  4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)















Corporate Amendments













Filing Date: **06/01/1993**

Reason: **Suspended Corporation**

Description: **FRANCHISE TAX BOARD SUSPENSION**

- Incorporation State: **NV**
- **MAGI INVESTMENTS, LLC (Primary)**
- Filing Number: **LLC4472-1998**
- Filing Office Link Number: [1809287220](#)
- Corporation Type: **Corporation**
- Registration Type: **Domestic Limited Liability Company**
- Verification Date: **07/18/2019**
- Expiration Date: **07/15/5000**
- Filing Date: **08/05/1998**
- Sec State Status Date: **05/01/2005**
- Date First Seen: **03/29/2005**
- Date Last Seen: **07/31/2019**
- Received Date: **07/19/2019**
- Misc Details: **MANAGED BY:MANAGERS**
- Filing Office Name: **CORPORATION DIV**
- Filing Office Address:   **STATE CAPITOL, CARSON CITY, NV 89714 (CARSON CITY COUNTY)**
- File Date: **08/01/2019**
- Sec Status: **Permanently Revoked**
 - **Corporate Officers and Directors**
 - **DONALD RICHARDS**, Title: **Other, MEMBER**
-   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
 - **Corporate Amendments**
 - Filing Date: **01/18/2001**
 - Reason: **Miscellaneous**
 - Description: **RESIGNATION OF REGISTERED AGENT;PROFESSIONAL LEGAL-DOCUMENT ID: LLC4472-1998-003**
- Filing Date: **08/05/1998**
- Reason: **Miscellaneous**
- Description: **ARTICLES OF ORGANIZATION-DOCUMENT ID: LLC4472-1998-001**
-
- Incorporation State: **NV**
- **MAJESTIC OAKS, LLC (Primary)**
- Filing Number: **E0182712005-3**
- Filing Office Link Number: [1809287220](#)
- Corporation Type: **Corporation**
- Registration Type: **Domestic Limited Liability Company**
- Verification Date: **04/03/2012**
- Filing Date: **03/28/2005**
- Sec State Status Date: **04/01/2012**

- Date First Seen: **04/17/2005**
- Date Last Seen: **04/06/2012**
- Received Date: **04/04/2012**
- Misc Details: **MANAGED BY:MANAGERS**
- Filing Office Name: **CORPORATION DIV**
- Filing Office Address:   **STATE CAPITOL, CARSON CITY, NV 89714 (CARSON CITY COUNTY)**
- File Date: **04/07/2012**
- Sec Status: **Permanently Revoked**
- **Corporate Officers and Directors**
- **STEPHEN GREGORY**, Title: **Manager**
-   **2707 FIRST AVE, MOBILE, AL 36617-1635 (MOBILE COUNTY)**
- **ELTON KING**, Title: **Manager**
-   **584 SOUTH ST, OREM, UT 84058 (UTAH COUNTY)**
- **DONALD RICHARDS**, Title: **Manager**
-   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
- **DR JACK RUCKMAN**, Title: **Registered Agent**
-   **12460 CREEK CREST DR, RENO, NV 89511-7707 (WASHOE COUNTY)**
- **Corporate Amendments**
- Filing Date: **04/28/2005**
- Reason: **Miscellaneous**
- Description: **INITIAL LIST-DOCUMENT ID: 20050155581-12**
-
- Incorporation State: **CA**
- **MEAT AMERICA, INCORPORATED (Primary)**
- Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**
- Filing Number: **C1497937**
- Link Number: **3915470525**
- Filing Office Link Number: **1807680030**
- Corporation Type: **Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **09/30/2012**
- Filing Date: **06/11/1991**
-
- Incorporation Date: **06/11/1991**
- Date First Seen: **08/22/2002**
- Date Last Seen: **10/11/2012**
- Franchise Tax Board Status: **Good Standing**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **10/12/2012**
- Sec Status: **Cancelled**

- Incorporation State: **NV**
- **UNITED NATIONAL PICTURES LLC (Primary)**
- Filing Number: **E0541782006-6**
- Filing Office Link Number: [1809287220](#)
- Corporation Type: **Corporation**
- Registration Type: **Domestic Limited Liability Company**
- Verification Date: **08/06/2013**
- Filing Date: **07/20/2006**
- Sec State Status Date: **08/01/2013**
- Date First Seen: **07/30/2006**
- Date Last Seen: **08/08/2013**
- Received Date: **08/07/2013**
- Misc Details: **MANAGED BY:MANAGERS**
- Filing Office Name: **CORPORATION DIV**
- Filing Office Address:   **STATE CAPITOL, CARSON CITY, NV 89714 (CARSON CITY COUNTY)**
- File Date: **08/09/2013**
- Sec Status: **Permanently Revoked**
- **Corporate Officers and Directors**
- **CORP 95, LLC** , Title: **Registered Agent**
-   2620 REGATTA DR STE 102, LAS VEGAS, NV 89128-6892 (CLARK COUNTY)
- **CURIE NOVA MCEWEN**, Title: **Manager**
-   3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)
- **MARK MUCHNICK**, Title: **Manager**
-   3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)
- **DONALD RICHARDS**, Title: **Manager**
-   3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)
- **METELIKO TUAILEVA**, Title: **Manager**
-   3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)
- **Corporate Amendments**
- Filing Date: **11/29/2006**
- Reason: **Miscellaneous**
- Description: **INITIAL LIST-DOCUMENT ID: 20060770229-05**
-
- **UNITED NATIONAL PICTURES LLC (Primary)**
- Filing Number: **E0467542006-7**
- Filing Office Link Number: [1809287220](#)
- Corporation Type: **Corporation**
- Registration Type: **Reserved Name**
- Verification Date: **07/15/2019**
- Expiration Date: **09/22/2006**

- Filing Date: **06/22/2006**
- Sec State Status Date: **09/23/2006**
- Date First Seen: **06/30/2006**
- Date Last Seen: **07/31/2019**
- Received Date: **07/16/2019**
- Filing Office Name: **CORPORATION DIV**
- Filing Office Address:   **STATE CAPITOL, CARSON CITY, NV 89714 (CARSON CITY COUNTY)**
- File Date: **08/01/2019**
- Sec Status: **Expired**
- **Corporate Officers and Directors**
- **DONALD G RICHARDS**, Title: **Other, RESERVED NAME OWNER** [[View Person Record](#)]
-   **3765 MOTOR AVE # 412, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
- **Corporate Amendments**
- Filing Date: **06/22/2006**
- Reason: **Miscellaneous**
- Description: **NAME RESERVATION-DOCUMENT ID: 20060396722-47**

- Incorporation State: **CA**
- **UNITED NATIONAL PICTURES, LLC (Primary)**
- Address:   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**
- Filing Number: **200722310625**
- Filing Office Link Number: **1807680030**
- Corporation Type: **Corporation**
- Address Type: **Business**
- Registration Type: **Limited Liability Company**
- Verification Date: **07/20/2019**
- Filing Date: **07/25/2007**
- Date First Seen: **08/23/2007**
- Date Last Seen: **07/26/2019**
- Received Date: **07/21/2019**
- Misc Details: **LLC JURISDICTION: CA**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **07/27/2019**
- Sec Status: **Cancelled**

- **Corporate Officers and Directors**
- **DONALD RICHARDS**, Title: **Registered Agent**
-   **3765 MOTOR AVE # 833, LOS ANGELES, CA 90034-6403 (LOS ANGELES COUNTY)**



- Incorporation State: **CA**
- **UNITED SERVICES MANAGEMENT, INC. (Primary)**
- Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**
- Filing Number: **C1712929**
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **09/30/2012**
- Filing Date: **09/18/1992**
- Incorporation Date: **09/18/1992**
- Date First Seen: **08/25/2002**
- Date Last Seen: **10/12/2012**
- Franchise Tax Board Status: **Delinquent**
- Franchise Tax Board Status Date: **11/01/1994**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **10/13/2012**
- Sec Status: **Suspended**
 - **Corporate Officers and Directors**
 - **DONALD G RICHARDS ESQ, Title: Registered Agent**
 -
 -   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**
 - **Corporate Amendments**
 - Filing Date: **11/01/1994**
 - Reason: **Suspended Corporation**
 - Description: **FRANCHISE TAX BOARD SUSPENSION**
 -
-
- Incorporation State: **CA**
- **WILLIAMS & HOWARD, INCORPORATED (Primary)**
- Address:   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**
- Filing Number: **C1709691**
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Profit**
- Address Type: **Mailing**
- Registration Type: **Corporation**
- Verification Date: **09/30/2012**
- Filing Date: **07/14/1992**
- Incorporation Date: **07/14/1992**
- Date First Seen: **08/24/2002**
- Date Last Seen: **10/12/2012**

- Franchise Tax Board Status: **Delinquent**
- Franchise Tax Board Status Date: **03/01/1994**
- Received Date: **10/02/2012**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **10/13/2012**
- Sec Status: **Suspended**
- **Corporate Officers and Directors**
- **DONALD G RICHARDS**, Title: **Registered Agent**
-   **4136 SUTRO AVE, LOS ANGELES, CA 90008-3923 (LOS ANGELES COUNTY)**
- **Corporate Amendments**
- Filing Date: **03/01/1994**
- Reason: **Suspended Corporation**
- Description: **FRANCHISE TAX BOARD SUSPENSION**

Aircraft Records (None Found)

Pilot Licenses (None Found)

Voter Registrations (2 Found)



- Name: **DONALD RICHARDS**
- Address:   **3210 W 54TH ST, LOS ANGELES, CA 90043 (LOS ANGELES COUNTY)**
- DOB: **01/07/1957** (65)
- Party: **Republican**
- Gender: **Male**

Hunting Permits (None Found)

Weapon Permits (None Found)

Possible Relatives - Summary (35 Found)

Relative depth reduced due to number of results found.

- >  [DONALD J RICHARDSON](#) 1929 Age: 92
 - >>  [LAURETTE MARIE WECHSLER](#) 1962 Age: 59
 - >> [BEVDER Y RICHARDSON](#) 1931 Age: 90
- > [BRITTON JANETTE RICHARDSON](#) 1985 Age: 36
 - >> [BRITTON RICHARDSON](#) 1983 Age: 38
- > [BRANDI JANAE RICHARDSON](#) 1987 Age: 34
- > [BEVERLY JEAN RICHARDSON](#) 1931 Age: 90

- [JEFF SCOTT RICHARDSON](#) 1964 Age: 57
- >> **D** [JACK E RICHARDSON](#) 1928 Age: 94
- >> [BEVERLY ELAINE RICHARDSON](#) 1926 Age: 95
- >> [LYNN A GERBER](#) 1954 Age: 67
- > [BARRY TYRONE RICHARDSON](#) 1965 Age: 56
- > [BARBARA JEANNE RICHARDSON](#) 1952 Age: 69
- >> [RICO JAMES RICHARDSON](#) 1987 Age: 34
- >> [MOLLY CARISSA RICHARDSON](#) 1979 Age: 42
- >> [LEROY RICO RICHARDSON](#) 1949 Age: 72
- >> [ERICK EUGENE RICHARDSON](#) 1970 Age: 51
- >> [ERICK E RICHARDSON SR](#) 1944 Age: 77
- >> [CHELSEA M RICHARDSON](#) 1992 Age: 30
- >> [BARBARA JEAN RICHARDSON](#) 1942 Age: 79
- >> **D** [BARBARA ANN RICHARDSON](#) 1942 Age: 79
- >> [JOSEPH ROY HALL](#) 1969 Age: 53
- >> [JEFFREY WARREN HALL](#) 1971 Age: 50
- >> [BOBBY GENE HALL](#) 1945 Age: 76
- >> [BRITTANY SIMONE BELLE](#) 1988 Age: 33
- >> [ERICK E RICHARDSON](#)
- > [BARBARA ERICHARDSON RICHARDSON](#) 1935 Age: 86
- >> **D** [WILLIE A MITCHELL](#) 1919 Age: 102
- >> [WILLIAM DEWITT MITCHELL](#) 1962 Age: 59
- >> [TARA LYNN MITCHELL](#) 1964 Age: 57
- >> [REGINALD R MITCHELL](#) 1968 Age: 54
- >> [NICOLE RENEE MITCHELL](#) 1970 Age: 51
- >> **D** [LOUELLA MITCHELL](#) 1933 Age: 88
- > **D** [RONALD RICHARDSON](#) 1960 Age: 61
- >> [MARRY ELLEN CRAWFORD](#) 1961 Age: 60

Likely Associates - Summary (1 Found)

- [GLENN W THOMPSON](#) 1956 Age: 66

Possible Associates - Summary (17 Found)

- [DAVID SERION SAMALA SR](#) 1960 Age: 61
- [ADRIANA E NAGY](#) 1967 Age: 54
- [LEGARY LESHAY](#) 1972 Age: 49
- [DEMETRIA ANN LESHAY](#) 1973 Age: 48
- [LOLA L GRYNER](#) 1932 Age: 89
- [REGIONAL COOK](#) 1959 Age: 62
- [KARIM FERNANDO SAAD](#) 1967 Age: 54
- [LEYDEN LACUARA](#) 1966 Age: 55

- [HELEN SACHS HELDER](#) 1934 Age: 87
- **D** [ARLEEN LOUISE HELDER](#) 1926 Age: 95
- **D** [MERRILL V SANDMIRE V](#) 1929 Age: 93
- [RANDY RAY WOODARD](#) 1956 Age: 66
- **D** [HENRY ALTON WAFER](#) 1961 Age: 60
- [LOUISE FOSTER](#) 1945 Age: 76
- [DON CORNELIUS FEFIE](#) 1959 Age: 62
- [RONNY WILSON DELCID](#) 1975 Age: 46
- [ELOISE FOSTER](#)



Detective Sheriffs Show Up As Alki David Goes Wild On Corrupt Lawyer From Tom Girardi Syndicate



King Alki David of RastaLand Antigua
1.50K subscribers

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REAL TALK

NEWS

Malibu Sheriff Gangs Paid To Steal Nudes Book & DVR From Billionaire's Girlfriend



By Alki David

JUN 4, 2023

Joseph Chora is a lawyer based in Los Angeles (Chora Young Massarian) who is known on the street for his cruel and corrupt nature. He has been connected to several unethical practices, including involvement in Jasmine Chora's (his daughter) arrest for prostitution at Chora's own home. Twice.



ARCHIVES

M	T	W	T	F	S	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June 2023

« May Jul »



Above – Joseph Chora – became an attorney at the California State Bar late in life

There is a real issue of corrupt sheriff gangs in LA, who can be hired by individuals like Chora to target wealthy individuals or exploit insurance policies through a network of corrupted legal processes within the LA Courts system. Chora is associated with Tom Girardi, who is currently facing a 20-year sentence, and Michael Avenatti, both of whom are LA lawyers involved in corruption charges. Gloria Allred and Nathan Goldberg are also collaborators with Girardi and Avenatti.

This group of lawyers has a history of targeting rich and famous individuals, often appearing on television and using fabricated or exploited cases to destroy careers, families, and institutions. They often aim to obtain fast settlements and insurance payouts. Some of their victims include Kanye West, Rose McGowan, and Alkiviades David, a Hollywood entertainment mogul known for his famous Hologram tech shows featuring resurrected artists like Tupac and Michael Jackson. Alki was living with his longtime girlfriend Leila in their Malibu home when Chora and his team conducted an illegal search with a fabricated search and seizure warrant.



Above – Lost Hills Malibu Sheriffs for hire outside Alkiviades David's Malibu beach house with a fake take to sell warrant that was never issued

A fake Search and Retrieve warrant was never issued. A County Clerk from 100 miles away signed an order that was never issued, arranged by Chora who is fully aware that he was abusing his power as a lawyer and that his actions are wrongful and criminal.

He is part of the corrupt Girardi syndicate, which is believed to have corrupted the entire California Judiciary system. Alki, who suffered a severe brain injury in a car accident at the age of 18, has been targeted by Chora, Girardi, Avenatti, Allred, and others through false accusations and a corrupted legal process in the LA civil courts.

Vader, Alki's trusted service dog trained to detect seizures, has been a particular target of Chora's attacks. Chora has lied to the court about Vader biting people in order to harm Alki mentally and emotionally. As a result, Alki spent six days in isolation in the notorious LA County jail downtown, despite having no criminal record. Judge Falls and Joseph Chora are now defendants in a billion-dollar tort suit, and Chora is also named in an anti-trust suit against Comcast, along with other corrupted criminal lawyers.



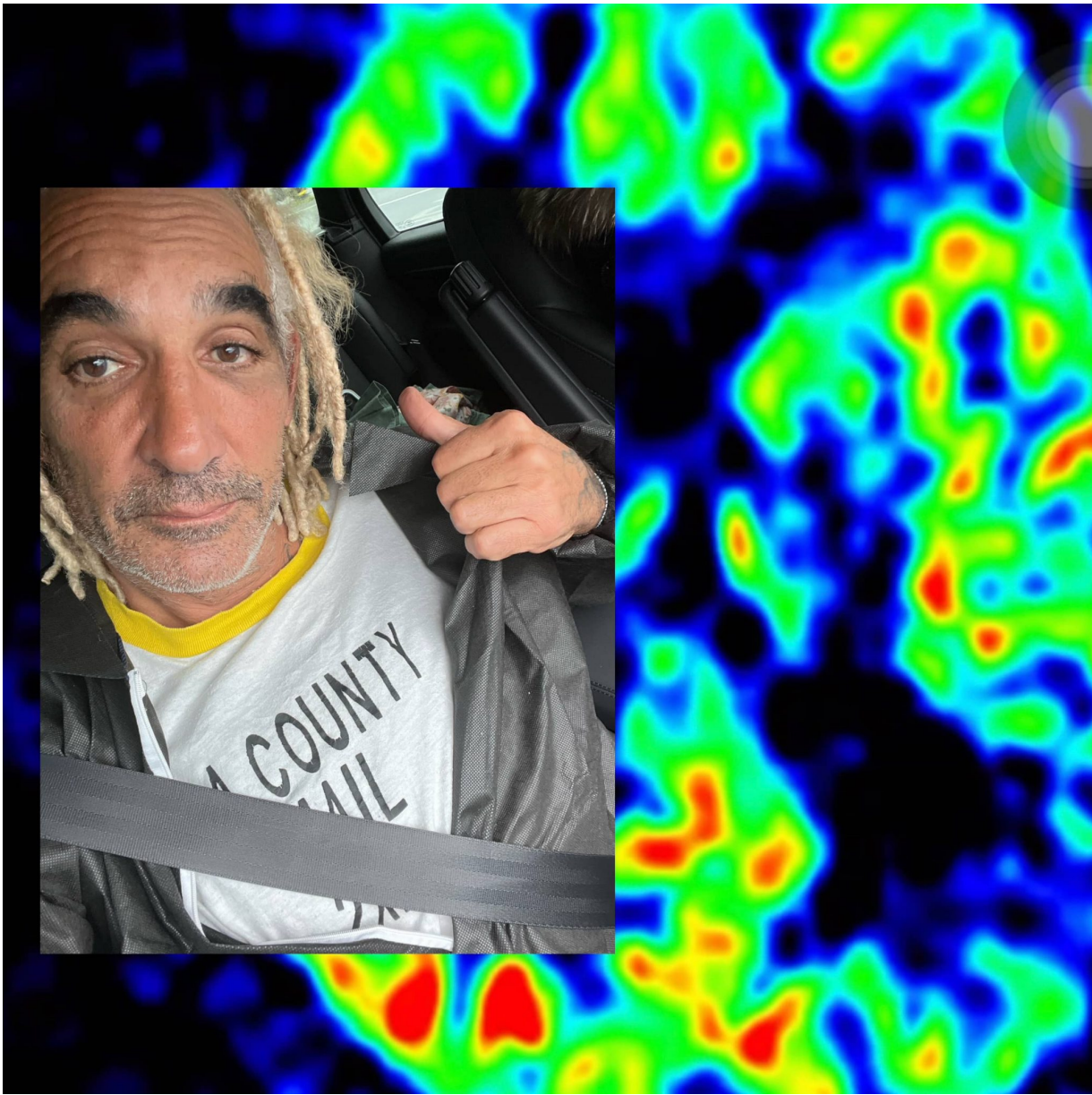
Alki's disability and his service dog Vader are constantly under attack by Chora. There have been multiple break-ins at Alki's Malibu home, including one incident involving Terry Vance, a career criminal with a history of violence, who may have been sent by Chora to intimidate or harm Alki. Shortly after, Chora himself showed up at Alki's house with a gang of paid sheriffs deputies and squad cars to seize goods, claiming it was a legal operation. They took electronic equipment and valuable items, as well as personal belongings such as Leila's gifted nude pictures to Alki.

Chora also targeted Leila through depositions and harassment.

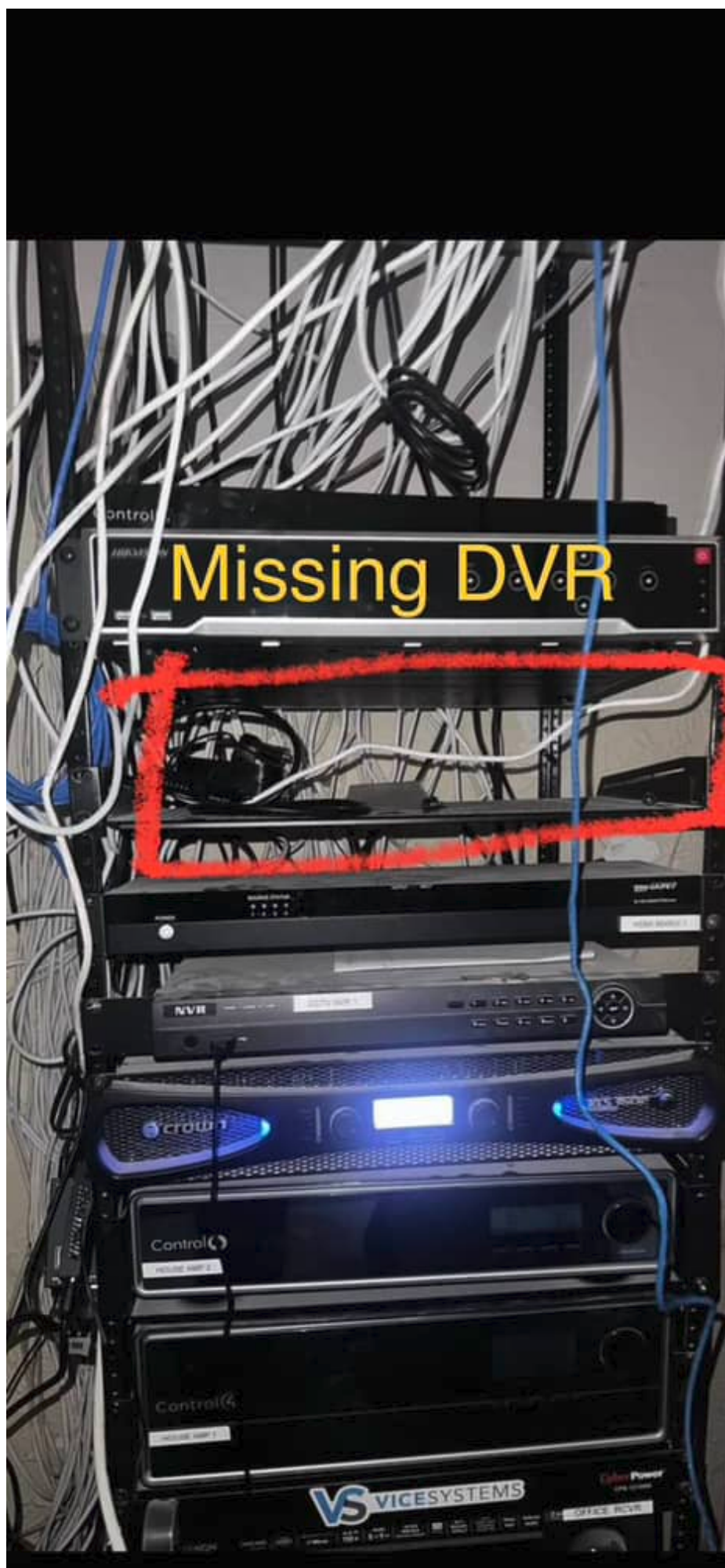


Above – Terry Vance Luce convicted Murderer attempting to break in while calling Alkis Girlfriend Leila

Alki continues to fight legal battles against Chora, Girardi, Allred, and others. He has federal racketeering and anti-trust suits in progress, and the Swiss attorney general is investigating their attempts to steal Alki's Swiss mountain chalet, where his elderly mother resides.



Meanwhile, sheriff detectives are investigating Chora's activities, and Alki's legal suits are slowly progressing through the judicial process. It is crucial to stop Joseph Chora before he continues to ruin lives, including that of his own daughter, Jasmine.



Right now we can see in one of Leila's EarPods that's sitting in Chora's office. And not where it's meant to be in the Sheriff's lock up.

Bad people do stupid things.

[Edit](#)



[« House Republicans Investigate Alleged Power Abuse at Biden's FTC: A Closer Look at Chair Lina Khan's Management](#)

[Elon Musk Soars to the Top Once Again, Reclaiming Title of World's Richest Person from Bernard Arnault »](#)



By **Alki David**

Alki David — Publisher, Media Architect, SIN Network Creator - live,

direct-to-public communication, media infrastructure, accountability journalism, and independent distribution. Born in Lagos, Nigeria; educated in the United Kingdom and Switzerland; attended the Royal College of Art. Early internet broadcaster — participated in real-time public coverage during the 1997 Mars landing era using experimental online transmission from Beverly Hills. Founder of FilmOn, one of the earliest global internet television networks offering live and on-demand broadcasting outside legacy gatekeepers. Publisher of SHOCKYA — reporting since 2010 on systemic corruption inside the entertainment business and its expansion into law, finance, and regulation. Creator of the SIN Network (ShockYA Integrated Network), a federated media and civic-information infrastructure spanning investigative journalism, live TV, documentary, and court-record reporting. Lived and worked for over 40 years inside global media hubs including Malibu, Beverly Hills, London, Hong Kong and Gstaad. Early encounter with Julian Assange during the first Hologram USA operations proved a formative turning point — exposing the realities of lawfare, information suppression, and concentrated media power. Principal complainant and driving force behind what court filings describe as the largest consolidated media–legal accountability action on record, now before the Eastern Caribbean Supreme Court. Relocated to Antigua & Barbuda and entered sustained legal, civic, and informational confrontation over media power, safeguarding, and accountability at Commonwealth scale.



REAL TALK

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Comprehensive Report

THOMAS VINCENT GIRARDI

1126 WILSHIRE BLVD, LOS ANGELES, CA 90017
(LOS ANGELES COUNTY)

Comprehensive Report

Date: 02/07/2022

Reference ID: **NONE**

Subject Information

(Best Information for Subject)

Name: THOMAS VINCENT GIRARDI (08/01/1993 to 12/18/2021)

Name: THOMAS VINCENT RISNER (10/01/1995 to 08/31/2007)

Name: V GIRARDI (08/01/1996 to 01/23/2003)

Date of Birth: **06/03/1939**

Born **82** years ago

Gender: **Male**

SSN: **548-50-5134**

issued in **CALIFORNIA** between **1954-1955**

Other Individuals Observed with shared SSN:

MICHELLE A ALWAY 548-50-5134

Other Names Associated with Subject

THOMAS V BIRARDI (04/10/2004)

THOMAS BIRARDI V (07/01/1995 to 02/25/2004)

Other DOBs Associated with Subject

Date of Birth: **07/03/1939**

Current Age: **82**

Report Legend

 - Deceased Person

 - View Address Map

 - View Social Network(s)

Relatives

 > - 1st Degree of Separation

 >> - 2nd Degree of Separation

 >>> - 3rd Degree of Separation

Possible Phones Associated with Subject

(213) 241-2306 (PT) (LandLine) (86%)

(213) 977-0211 (PT) (LandLine) (72%)

(626) 441-4994 (PT) (LandLine) (72%)

(213) 489-5330 (PT) (ActiveLandLine) (72%)

(310) 991-2218 (PT) (Mobile) (66%)

(626) 524-3134 (PT) (Mobile) (66%)

(626) 568-0207 (PT) (LandLine) (66%)

(626) 298-4847 (PT) (Mobile) (66%)

(213) 241-2308 (PT) (LandLine) (66%)
 (310) 317-0105 (PT) (LandLine) (66%)
 (760) 564-0196 (PT) (LandLine) (66%)
 (626) 568-0855 (PT) (LandLine) (66%)
 (310) 977-0211 (PT) (Mobile) (66%)
 (310) 456-0069 (PT) (LandLine) (66%)
 (626) 568-9761 (PT) (LandLine) (27%)
 (818) 981-2288 (PT) (LandLine) (3%)

Indicators

Liens: **Yes**

Judgments: **Yes**







Corporate Affiliations: **Yes**















Global Watch Lists Match: **No**

- **Email Addresses Associated with Subject**
- tgirardi@girardikeese.com (100%)
- erikaprincess@mac.com (100%)
- girardi@voyager.net (40%)





Possible Criminal Records (None Found)

Possible Employers (11 Found)

- Business Name: **1150 WILSHIRE PARTNERS LLC**
(05/28/2019 to 08/19/2021)
- Address:   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)**
- Business Name: **JOHN A GIRARDI (1986 to 10/01/2020)**
- Phone: **(213) 489-5330 (PT) JOHN A GIRARDI**
- Address:   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)**
- Business Name: **DAVID R LIRA (1976 to 09/01/2020)**
- Phone: **(213) 977-0211 (PT) DAVID R LIRA**
- Address:   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)**

- Business Name: **IMMORTAL BEAUTY INC (08/19/2020)**
-
- Address:   **3150 WILSHIRE BLVD APT 2105, LOS ANGELES, CA 90010 (LOS ANGELES COUNTY)**
 - Business Name: **PLATINUM PARTNERS, LLC (10/11/2016 to 12/19/2019)**
 - Address:   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)**
 - Business Name: **GIRARDI RESIDENCE (09/12/2019)**
 -
 - Phone: **(626) 568-0207 (PT) GIRARDI RESIDENCE**
 - Address:   **100 LOS ALTOS DR, PASADENA, CA 91105 (LOS ANGELES COUNTY)**
 - Business Name: **KELCO PROPERTIES LLC (11/03/2015 to 07/27/2019)**
 - Phone: **(949) 494-4330 (PT) KELCO PROPERTIES LLC**
 - Address:   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)**
 - Business Name: **GIRARDI FINANCIAL INC (05/17/2016 to 05/10/2018)**
 - Business Name: **MEDIA TRUST ENTERTAINMENT INC (12/29/2015)**
 - Address:   **7255 ANGEL FALLS CT, BOYNTON BEACH, FL 33437 (PALM BEACH COUNTY)**
 - Business Name: **1150 WILSHIRE LLC (10/15/2014 to 02/03/2015)**
 - Address:   **1209 SANTIAGO DR, NEWPORT BEACH, CA 92660 (ORANGE COUNTY)**
 - Business Name: **EJ GLOBAL LLC (07/08/2010)**
 -
 - Address:   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)**

Address Summary (18 Found)

- **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)** (12/01/1993 to 02/07/2022)
-   **3662 AQUARIUS DR, HUNTINGTON BEACH, CA 92649-2505 (ORANGE COUNTY)** (09/06/2021 to 09/06/2021)
-   **234 E COLORADO BLVD STE 800, PASADENA, CA 91101-2208 (LOS ANGELES COUNTY)** (05/21/2021 to 05/21/2021)
-   **4952 WARNER AVE STE 105, HUNTINGTON BEACH, CA 92649-4422 (ORANGE COUNTY)** (02/09/2021 to 02/09/2021)

-   **100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)**
(05/1970 to 12/01/2020)
- **1202 VERDUGO RD, PALM SPRINGS, CA 92262-4972 (RIVERSIDE COUNTY)**
(09/11/2018 to 09/11/2018)
-   **78351 HOLLISTER DR, PALM DESERT, CA 92211-3719 (RIVERSIDE COUNTY)** (06/01/2017 to 06/01/2017)
-   **55009 INVERNESS WAY, LA QUINTA, CA 92253-4638 (RIVERSIDE COUNTY)**
(05/26/2000 to 04/10/2004)
-   **55009 INVERNESS WAY # B10, LA QUINTA, CA 92253-4638 (RIVERSIDE COUNTY)** (11/03/2003 to 11/03/2003)
-   **21316 PACIFIC COAST HWY, MALIBU, CA 90265-5203 (LOS ANGELES COUNTY)** (07/18/2001 to 01/10/2004)
-   **2370 N FARRELL DR, PALM SPRINGS, CA 92262-3638 (RIVERSIDE COUNTY)** (11/01/2002 to 08/18/2003)
-   **PO BOX 4138, PALOS VERDES PENINSULA, CA 90274-9564 (LOS ANGELES COUNTY)** (10/19/1998 to 01/23/2003)
-   **9 BRANDING IRON LN, ROLLING HILLS ESTATES, CA 90274-2501 (LOS ANGELES COUNTY)** (10/1998 to 01/23/2003)
-   **1112 VIA MIRABEL, PALOS VERDES ESTATES, CA 90274-1622 (LOS ANGELES COUNTY)** (08/01/1996 to 01/23/2003)
-   **2728 MAIN ST, SANTA MONICA, CA 90405-4008 (LOS ANGELES COUNTY)**
(11/12/1999 to 11/12/1999)
-   **53 KAVENISH DR, RANCHO MIRAGE, CA 92270-3253 (RIVERSIDE COUNTY)** (05/01/1999 to 05/01/1999)
-   **5307 E MOCKINGBIRD LN, DALLAS, TX 75206-5109 (DALLAS COUNTY)**
(01/18/1999 to 01/18/1999)
-   **141 N GRAND AVE, PASADENA, CA 91103-3566 (LOS ANGELES COUNTY)**
(01/15/1998 to 01/15/1998)

Cities History (13 Found)

LOS ANGELES, CA (LOS ANGELES COUNTY) (12/01/1993 to 02/07/2022)

HUNTINGTON BEACH, CA (ORANGE COUNTY) (02/09/2021 to 09/06/2021)

PASADENA, CA (LOS ANGELES COUNTY) (05/1970 to 05/21/2021)

PALM SPRINGS, CA (RIVERSIDE COUNTY) (11/01/2002 to 09/11/2018)

PALM DESERT, CA (RIVERSIDE COUNTY) (06/01/2017 to 06/01/2017)

LA QUINTA, CA (RIVERSIDE COUNTY) (05/26/2000 to 04/10/2004)

MALIBU, CA (LOS ANGELES COUNTY) (07/18/2001 to 01/10/2004)

PALOS VERDES PENINSULA, CA (LOS ANGELES COUNTY) (10/19/1998 to 01/23/2003)

ROLLING HILLS ESTATES, CA (LOS ANGELES COUNTY) (10/1998 to 01/23/2003)

PALOS VERDES ESTATES, CA (LOS ANGELES COUNTY) (08/01/1996 to 01/23/2003)

SANTA MONICA, CA (LOS ANGELES COUNTY) (11/12/1999 to 11/12/1999)

RANCHO MIRAGE, CA (RIVERSIDE COUNTY) (05/01/1999 to 05/01/1999)

DALLAS, TX (DALLAS COUNTY) (01/18/1999 to 01/18/1999)

Counties History (4 Found)

LOS ANGELES, CA (05/1970 to 02/07/2022)

ORANGE, CA (02/09/2021 to 09/06/2021)

RIVERSIDE, CA (05/01/1999 to 09/11/2018)

DALLAS, TX (01/18/1999 to 01/18/1999)

Driver's License Information (1 Found)

THOMAS V GIRARDI

  1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

DL#: [F0649964](#)

DL State: **CA**

Reported Date: **05/28/2019**

Date of Birth: **06/03/1939**, Born **82** years ago

Professional Affiliations (2 Found)

Specialty: **TRIAL PRACTICE, TOXIC TORTS, ENTERTAINMENT LAW LITIGATION, BUSINESS LITIGATION, PROFESSIONAL LIABILITY, PERSONAL INJURY, WRONGFUL DEATH, COMPLEX AND MULTI-DISTRICT LITIGATION**

Education:



LOYOLA LAW SCHOOL, J.D., 1964, NEW YORK UNIVERSITY (LL.M., 1965, S.J.D., 1965), LOYOLA MARYMOUNT UNIVERSITY, B.A., 1961

Website: <https://ecf.dcd.uscourts.gov/cgi-bin/attysrch.pl?lastname=g&firstname=t>

Professional Licenses (3 Found)

THOMAS VINCENT GIRARDI

DOB: **06/1939**

  1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)



Phone: (213) 489-5330

License Type: **LAWYER**

License Number: **36603**

License State: **CA**
License Status: **ACTIVE**
Issue Date: **01/13/1965**
Job Functions: **LAWYER**

THOMAS V GIRARDI

  1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

Phone: (213) 977-0211

Fax: **2134811554**

Business Name: **GIRARDI AND KEESE**

License Type: **ATTORNEY**

License State: **CA**

Issue Date: **1965**

Job Functions: **MEMBER**

Specialties: **APPELLATE PRACTICE, ENTERTAINMENT AND THE ARTS, GENERAL PRACTICE, LITIGATION, NEGLIGENCE**

THOMAS V GIRARDI

  1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

Phone: (213) 977-0211

License Type: **ATTORNEY**

Bankruptcy Records (None Found)

Liens (55 Found)

Recording Date: **11/24/2021**

THOMAS V GIRARDI

THOMAS V GIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing County: **Los Angeles, CA**

Total Lien Amount: **\$27,714**

Deed Category Type: **Placement**

Damar Document Type: **County/City Tax Lien**

Court Case Number: **1743943**

Tax Lien Serial Lien Certificate Number: **21314-09985**

Kind Of Tax: **UNSECURED PROPERTY (TAXES)**

Tax Period Minimum: **12/31/2021**

Tax Period Maximum: **12/31/2021**

Tax Payer Id: **40736039**

Recording Date: **11/24/2020**
THOMAS V GIRARDI
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Filing County: **Los Angeles, CA**
Total Lien Amount: **\$24,657**
Deed Category Type: **Placement**
Damar Document Type: **County/City Tax Lien**
Court Case Number: **1509047**
Tax Lien Serial Lien Certificate Number: **20315-11883**
Kind Of Tax: **UNSECURED PROPERTY (TAXES)**
Tax Period Minimum: **12/31/2020**
Tax Period Maximum: **12/31/2020**
Tax Payer Id: **40709135**

Filing Date: **10/10/2019**
Recording Date: **10/10/2019**
Report Date: **10/20/2019**
THOMAS GIRARDI V
GIRARDI THOMAS V.
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing Date: **03/19/2019**
Recording Date: **04/11/2019**
Report Date: **07/22/2019**
THOMAS GIRARDI V
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Total Lien Amount: **\$1,644**

Filing Date: **03/19/2019**
Recording Date: **03/19/2019**
Report Date: **03/24/2019**
THOMAS GIRARDI V
GIRARDI THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Recording Date: **03/19/2019**
Tax Lien Date: **03/18/2019**
THOMAS V GIRARDI
THOMAS V GIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing County: **Los Angeles, CA**

Lien Issuing Agency: **EMPLOYMENT DEV DEPARTMENT**

Total Lien Amount: **\$1,645**

Deed Category Type: **Placement**

Damar Document Type: **State Tax Lien**

Court Case Number: **240484**

Tax Lien Serial Lien Certificate Number: **G002172465**

Kind Of Tax: **UNEMPLOYMENT INSURANCE**

Tax Period Minimum: **01/01/2018**

Tax Period Maximum: **03/31/2018**

Filing Date: **11/18/2013**

Recording Date: **02/21/2014**

Report Date: **07/22/2019**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Total Lien Amount: **\$409**

Recording Date: **11/18/2013**

THOMAS V GIRARDI

THOMAS V GIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing County: **Los Angeles, CA**

Total Lien Amount: **\$409**

Deed Category Type: **Placement**

Damar Document Type: **County/City Tax Lien**

Court Case Number: **1635374**

Tax Lien Serial Lien Certificate Number: **13309-13350**

Kind Of Tax: **UNSECURED PROPERTY (TAXES)**

Tax Period Minimum: **12/31/2013**

Tax Period Maximum: **12/31/2013**

Tax Payer Id: **13-407914**

Filing Date: **11/18/2013**


THOMAS V GIRARDI


Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Total Lien Amount: **\$409**

Court Case Number: **20131635374**

Alternate Court Case Number: **00538289438**

Filing Date: **07/28/2010**
Release Date: **10/20/2011**
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **INTERNAL REVENUE SERVICE**
Filing Type: **FEDERAL TAX LIEN RELEASE**
Total Lien Amount: **\$3,220,106**
Court Case Number: **20111417182**
Alternate Court Case Number: **675536810**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**


Filing Date: **03/24/2010**
Release Date: **08/25/2010**
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing County: **LOS A**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$1,070,763**
Court Case Number: **20101183347**
Alternate Court Case Number: **10076839330**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Last Refile Or Lien Extension Date: **12/23/2019**
Recording Date: **07/28/2010**
Tax Lien Date: **07/07/2010**
THOMAS V GIRARDI
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Filing County: **Los Angeles, CA**
Total Lien Amount: **\$3,220,107**
Deed Category Type: **Placement**
Damar Document Type: **Federal Tax Lien**

Court Case Number: **1030541**
Federal Tax Lien Area: **Small Business**

Tax Lien Serial Lien Certificate Number: **675536810**
Kind Of Tax: **1040**
Tax Period Minimum: **12/31/2008**
Tax Period Maximum: **12/31/2008**
Federal Tax Lien Prepared And Signed City: **OAKLAND**
Federal Tax Lien Prepared And Signed State: **CA**

Filing Date: **07/28/2010**
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Total Lien Amount: **\$3,220,106**
Court Case Number: **20101030541**
Alternate Court Case Number: **00506456241**



Filing Date: **07/28/2010**
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **INTERNAL REVENUE SERVICE**
Filing County: **LOS A**
Filing Type: **FEDERAL TAX LIEN**
Total Lien Amount: **\$3,220,106**
Court Case Number: **20101030541**
Alternate Court Case Number: **675536810**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **03/24/2010**
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Total Lien Amount: **\$1,070,763**
Court Case Number: **20100399424**
Alternate Court Case Number: **00502277765**

Filing Date: **03/24/2010**
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing County: **LOS A**
Filing Type: **STATE TAX LIEN**

Total Lien Amount: **\$1,070,763**
Court Case Number: **20100399424**
Alternate Court Case Number: **10076839330**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Recording Date: **03/24/2010**
Tax Lien Date: **03/22/2010**
THOMAS V GIRARDI
THOMAS V GIRARDI
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Filing County: **Los Angeles, CA**
Lien Issuing Agency: **FRANCHISE TAX BOARD**
Total Lien Amount: **\$1,070,763**
Deed Category Type: **Placement**
Damar Document Type: **State Tax Lien**
Court Case Number: **399424**
Tax Lien Serial Lien Certificate Number: **10076839330**
Kind Of Tax: **FRANCHISE TAX**
Tax Period Minimum: **12/31/2008**
Tax Period Maximum: **12/31/2008**

Filing Date: **02/09/2004**
Release Date: **11/14/2007**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **INTERNAL REVENUE SERVICE**
Filing Type: **FEDERAL TAX LIEN RELEASE**
Total Lien Amount: **\$4,561,436**
Court Case Number: **20072545222**
Alternate Court Case Number: **152998104**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **03/05/2004**
Release Date: **06/21/2005**
THOMAS V GIRARDI
GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**



Filing Type: **STATE TAX LIEN RELEASE**

Total Lien Amount: **\$1,132,784**

Court Case Number: **20051460248**

Alternate Court Case Number: **04026208455**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **03/05/2004**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN**

Total Lien Amount: **\$1,132,784**

Court Case Number: **040532599**

Alternate Court Case Number: **04026208455**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **02/09/2004**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **IRS**

Filing Type: **FEDERAL TAX LIEN**

Total Lien Amount: **\$4,295,405**

Court Case Number: **040287680**

Alternate Court Case Number: **150779204**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **02/09/2004**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: 1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

Plaintiff: IRS

Filing Type: FEDERAL TAX LIEN

Total Lien Amount: \$4,561,436

Court Case Number: 042887735

Alternate Court Case Number: 152998104

Court: LA COUNTY / RECORDER OF DEEDS (CALOSC1)

Court Address:   500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)

Court Phone: (310) 462-2125

Filing Date: 05/22/2000

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: 1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

Plaintiff: STATE OF CALIFORNIA


Filing Type: STATE TAX LIEN

Total Lien Amount: \$329,728

Court Case Number: 000788469

Alternate Court Case Number: 00129000176

Court: LA COUNTY / RECORDER OF DEEDS (CALOSC1)

Court Address:   500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)

Court Phone: (310) 462-2125

Filing Date: 02/24/2000

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: 1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

Plaintiff: IRS

Filing Type: FEDERAL TAX LIEN

Total Lien Amount: \$772,120

Court Case Number: 000274600

Alternate Court Case Number: 950008367

Court: LA COUNTY / RECORDER OF DEEDS (CALOSC1)

Court Address:   500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)

Court Phone: (310) 462-2125

Filing Date: 03/16/1999

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **IRS**

Filing Type: **FEDERAL TAX LIEN**

Total Lien Amount: **\$3,091,252**

Court Case Number: **990433669**

Alternate Court Case Number: **959900486**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **03/06/1996**

Release Date: **08/12/1996**

THOMAS V RISNER

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **IRS**

Filing Type: **FEDERAL TAX LIEN RELEASE**

Total Lien Amount: **\$236,380**

Court Case Number: **961294505**

Alternate Court Case Number: **959605928**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **02/14/1996**

Release Date: **07/15/1996**

V GIRARDI

GIRARDI, V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **IRS**

Filing Type: **FEDERAL TAX LIEN RELEASE**

Total Lien Amount: **\$236,380**

Court Case Number: **961136001**

Alternate Court Case Number: **959605928**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **02/21/1995**
Release Date: **06/12/1996**

THOMAS V GIRARDI
GIRARDI,THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **IRS**
Filing Type: **FEDERAL TAX LIEN RELEASE**
Total Lien Amount: **\$964,108**
Court Case Number: **96928038**
Alternate Court Case Number: **959504683**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **02/14/1996**
Release Date: **06/06/1996**
THOMAS V GIRARDI
GIRARDI,THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$36,459**
Court Case Number: **96889056**
Alternate Court Case Number: **95362000276**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **03/16/1995**
Release Date: **03/26/1996**
THOMAS V GIRARDI
GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$253,721**
Court Case Number: **96473920**

Alternate Court Case Number: **95059002651**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **10/24/1995**

Release Date: **03/11/1996**

THOMAS V GIRARDI

GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN RELEASE**

Total Lien Amount: **\$267,541**

Court Case Number: **96086292**

Alternate Court Case Number: **95284003291**

Court: **RIVERSIDE COUNTY - RECORDER OF DEED (CARIVC1)**

Court Address:   **4080 LEMON STREET, RIVERSIDE, CA 92501 (RIVERSIDE COUNTY)**

Court Phone: **(714) 275-1906**

Filing Date: **03/06/1996**

THOMAS V GIRARDI

GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **IRS**



Filing Type: **FEDERAL TAX LIEN**

Total Lien Amount: **\$236,380**

Court Case Number: **96361368**

Alternate Court Case Number: **959605928**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **02/14/1996**

THOMAS V GIRARDI

GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN**

Total Lien Amount: **\$36,459**

Court Case Number: **96260085**

Alternate Court Case Number: **95362000276**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **01/03/1996**

Release Date: **02/02/1996**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN RELEASE**

Total Lien Amount: **\$36,459**

Court Case Number: **96040112**

Alternate Court Case Number: **95362000277**

Court: **RIVERSIDE COUNTY - RECORDER OF DEED (CARIVC1)**

Court Address:   **4080 LEMON STREET, RIVERSIDE, CA 92501 (RIVERSIDE COUNTY)**

Court Phone: **(714) 275-1906**

Filing Date: **01/03/1996**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN**

Total Lien Amount: **\$36,459**

Court Case Number: **96001273**

Alternate Court Case Number: **95362000277**

Court: **RIVERSIDE COUNTY - RECORDER OF DEED (CARIVC1)**

Court Address:   **4080 LEMON STREET, RIVERSIDE, CA 92501 (RIVERSIDE COUNTY)**

Court Phone: **(714) 275-1906**


Filing Date: **10/24/1995**

THOMAS V GIRARDI



GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**



Plaintiff: **STATE OF CALIFORNIA**



Filing Type: **STATE TAX LIEN**
Total Lien Amount: **\$267,541**
Court Case Number: **95345096**
Alternate Court Case Number: **95284003291**
Court: **RIVERSIDE COUNTY - RECORDER OF DEED (CARIVC1)**
Court Address:   **4080 LEMON STREET, RIVERSIDE, CA 92501 (RIVERSIDE COUNTY)**
Court Phone: **(714) 275-1906**



Filing Date: **05/16/1995**
Release Date: **10/18/1995**
THOMAS V GIRARDI
GIRARDI,THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$1,236**
Court Case Number: **951687375**
Alternate Court Case Number: **W950889026**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **05/16/1995**
THOMAS V GIRARDI
GIRARDI,THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN**
Total Lien Amount: **\$1,236**
Court Case Number: **95785396**
Alternate Court Case Number: **W950889026**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **03/16/1995**
THOMAS V GIRARDI GIRARDI,THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN**
Total Lien Amount: **\$253,721**
Court Case Number: **95395062**
Alternate Court Case Number: **95059002651**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **02/21/1995**
THOMAS V GIRARDI
GIRARDI,THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **IRS**
Filing Type: **FEDERAL TAX LIEN**
Total Lien Amount: **\$964,108**
Court Case Number: **95281825**
Alternate Court Case Number: **959504683**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **08/08/1994**
Release Date: **11/14/1994**
THOMAS V GIRARDI
GIRARDI,THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$143**
Court Case Number: **942042553**
Alternate Court Case Number: **W941409011**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **08/08/1994**
THOMAS V GIRARDI
GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN**

Total Lien Amount: **\$143**

Court Case Number: **941464632**

Alternate Court Case Number: **W941409011**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **12/09/1993**

Release Date: **07/21/1994**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**


Filing Type: **STATE TAX LIEN RELEASE**

Total Lien Amount: **\$348**

Court Case Number: **941357554**

Alternate Court Case Number: **W933199025**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **03/09/1994**

Release Date: **07/21/1994**

THOMAS V GIRARDI

GIRARDI, THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN RELEASE**

Total Lien Amount: **\$1,025**

Court Case Number: **941357555**

Alternate Court Case Number: **W300068390**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **03/09/1994**

THOMAS V GIRARDI

GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN**

Total Lien Amount: **\$1,025**

Court Case Number: **94473984**

Alternate Court Case Number: **W300068390**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **12/09/1993**

THOMAS V GIRARDI

GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**


Filing Type: **STATE TAX LIEN**

Total Lien Amount: **\$348**

Court Case Number: **932412776**

Alternate Court Case Number: **W933199025**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**

Filing Date: **03/31/1992**

Release Date: **11/12/1993**

THOMAS V GIRARDI

GIRARDI,THOMAS V

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Plaintiff: **STATE OF CALIFORNIA**

Filing Type: **STATE TAX LIEN RELEASE**

Total Lien Amount: **\$118,242**

Court Case Number: **932211782**

Alternate Court Case Number: **92070001573**

Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**

Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**

Court Phone: **(310) 462-2125**



Filing Date: **03/12/1993**
Release Date: **11/12/1993**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$73,366**
Court Case Number: **932211783**
Alternate Court Case Number: **93048001135**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **02/12/1992**
Release Date: **11/05/1993**
THOMAS V GIRARDI
Address: **21316 PACIFIC COAST HWY, MALIBU, CA 90265-5203 (LOS ANGELES COUNTY)**
Plaintiff: **IRS**
Filing Type: **FEDERAL TAX LIEN RELEASE**
Total Lien Amount: **\$389,499**
Court Case Number: **932166558**
Alternate Court Case Number: **959202933**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **04/09/1993**
Release Date: **07/15/1993**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$1,323**

Court Case Number: **931365106**
Alternate Court Case Number: **W930756034**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**



Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **04/14/1993**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **IRS**
Filing Type: **FEDERAL TAX LIEN**
Total Lien Amount: **\$229,791**
Court Case Number: **93695329**
Alternate Court Case Number: **959311011**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **04/09/1993**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN**
Total Lien Amount: **\$1,323**
Court Case Number: **93671294**
Alternate Court Case Number: **W930756034**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **03/12/1993**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN**
Total Lien Amount: **\$73,366**

Court Case Number: **93475397**
Alternate Court Case Number: **93048001135**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **06/19/1991**
Release Date: **04/27/1992**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Filing Type: **FEDERAL TAX LIEN RELEASE**
Total Lien Amount: **\$134,474**
Court Case Number: **92748799**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Filing Date: **08/13/1991**
Release Date: **12/03/1991**
THOMAS V GIRARDI
GIRARDI, THOMAS V
Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
Plaintiff: **STATE OF CALIFORNIA**
Filing Type: **STATE TAX LIEN RELEASE**
Total Lien Amount: **\$456**
Court Case Number: **911892456**
Alternate Court Case Number: **W912129015**
Court: **LA COUNTY / RECORDER OF DEEDS (CALOSC1)**
Court Address:   **500 W TEMPLE STREET, LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
Court Phone: **(310) 462-2125**

Judgments (9 Found)

<p>THOMAS GIRARDI V Address: 100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY) Creditor: CALIFORNIA ATTORNEY LENDING II, INC., A CALIFORNIA Report Date: 11/30/2020 Filing Date: 11/30/2020</p>		
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THOMAS V GIRARDI

Address: **100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)**

Filing County: **Santa Clara, CA**

Plaintiff: **CALIFORNIA ATTORNEY LENDING II**

Creditor: **CALIFORNIA ATTORNEY LENDING II INC**

Court Case Number: **20STCP03546**

Total Judgment Amount: **\$6,250,860**

Deed Category Type: **Placement**

Damar Document Type: **Judgment**

Recording Number: **24727568**

Recording Date: **11/30/2020**

Abstract Issued Date: **11/16/2020**

Abstract Issued Date: **11/16/2020**

THOMAS V GIRARDI

Address: **100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)**

Driver License Number: **9964**

Driver License State: **CA**

Filing County: **Orange, CA**

Plaintiff: **CALIFORNIA ATTORNEY LENDING II**

Creditor: **CALIFORNIA ATTORNEY LENDING II INC**

Court Case Number: **20STCP03546**

Total Judgment Amount: **\$6,250,590**

Deed Category Type: **Placement**

Damar Document Type: **Judgment**

Recording Number: **672235**

Recording Date: **11/19/2020**

Abstract Issued Date: **11/16/2020**

Abstract Issued Date: **11/16/2020**

THOMAS V GIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing County: **Los Angeles, CA**

Plaintiff: **LAW FINANCE GROUP LLC**

Creditor: **LAW FINANCE GROUP LLC**

Court Case Number: **19STCV01455**

Total Judgment Amount: **\$6,000**

Deed Category Type: **Placement**
Damar Document Type: **Judgment**
Recording Number: **793616**
Recording Date: **08/08/2019**
Abstract Issued Date: **08/08/2019**
Abstract Issued Date: **08/08/2019**

THOMAS V GIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing County: **Ventura, CA**

Plaintiff: **LAW FINANCE GROUP LLC**

Creditor: **LAW FINANCE GROUP LLC**

Court Case Number: **19STCV01455**

Total Judgment Amount: **\$6,000,000**

Deed Category Type: **Placement**

Damar Document Type: **Judgment**

Recording Number: **91309**

Recording Date: **08/08/2019**

Abstract Issued Date: **08/08/2019**

Abstract Issued Date: **08/08/2019**

THOMAS GIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing Type: **CIVIL JUDGMENT RELEASE**

Plaintiff: **ROCKY MOUNTAIN CONNECTIONS INC**

Court Case Number: **97C00127**

Total Judgment Amount: **\$1,000**

Court: **PITKIN COUNTY COURT (COPITM1)**

Court Address:   **506 E MAIN STREET, ASPEN, CO 81611 (PITKIN COUNTY)**

Court Phone: **(970) 925-7635**

Filing Date: **07/10/1997**

Release Date: **10/14/1997**

THOMAS V BIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**

Filing Type: **CIVIL JUDGMENT**

Plaintiff: **TIM HAGMAN**

Court Case Number: **94CV166**

Total Judgment Amount: **\$38,510**

Court: **PITKIN COUNTY COURT (COPITM1)**

Court Address:   **506 E MAIN STREET, ASPEN, CO 81611 (PITKIN COUNTY)**



Court Phone: **(970) 925-7635**



Filing Date: **11/02/1994**

THOMAS GIRARDI

Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**



Filing Type: **CIVIL JUDGMENT**

Plaintiff: **ROSS H PALFREYMAN**
 Court Case Number: **94K14722**
 Total Judgment Amount: **\$25,000**
 Court: **LOS ANGELES MUNICIPAL - LA COUNTY (CALOSM1)**
 Court Address:   **110 N GRAND AVE., LOS ANGELES, CA 90012 (LOS ANGELES COUNTY)**
 Court Phone: **(213) 974-6135**
 Filing Date: **09/20/1994**

THOMAS V GIRARDI
 Address: **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
 Filing Type: **SMALL CLAIMS JUDGMENT**
 Plaintiff: **FRANCIS J KELLEHER**
 Court Case Number: **140992**
 Total Judgment Amount: **\$2,149**
 Court: **WEST L.A. MUNICIPAL - LA COUNTY (CALOSMP)**
 Court Address:   **1633 PURDUE, WEST LOS ANGELES, CA 90025 (LOS ANGELES COUNTY)**
 Court Phone: **(213) 312-6590**
 Filing Date: **01/14/1992**

Current Property Deeds (1 Found)

Purchase Date: 05/18/2012 - Sold Date: 05/18/2012





-   100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)
- APN: **5708-025-009**
- APN Sequence Number: **001**
- Date Subject First Seen as Owner: **05/18/2012**
- Date Subject Last Seen as Owner: **2021**
- Subdivision Name: **8702**
- Legal Description: **TRACT NO 8702 LOT 22 AND LOT COM AT MOST S COR OF LOT 23 TH N 54 44'10" E 84.15 FT TH S 72 48'10" W TO SW LINE OF SD LOT TH SE THEREON 26.54 FT TO BEG PART OF LOT 23**
- Building Square Feet: **10,277**
- Living Square Feet: **10,277**
- Land Square Feet: **41,757**

Year Built: **1928**

- [Latest Tax Roll/Assessment Information](#)
- Tax Year: **2020**

- Tax Amount: **\$30,393.85**
- Assessed Year: **2021**
- Assessed Value: **\$2,828,483**
- Sale Date: **10/07/2019**
- Sale Amount: **\$1,300,000**
- Document Number: **1111593**
- Total Value: **\$2,828,483**
- Land Value: **\$603,397**
- Improvement Value: **\$2,225,086**
- Bedrooms: **4**
- Baths: **6**

Most Current Ownership Information - 05/18/2012

- Owner: **THOMAS V GIRARDI V**
- Mailing Address:   100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)
- Seller: **RAFAEL ASSN ALTA SAN**
- Seller: **THOMAS GIRARDI V**
-   100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)
- Owner Ownership Rights: **Separate Property**
- Owner Relationship Type: **Married Man**
- Sale Date: **05/18/2012**
- Sale Code: **Full Value**
- Sale Amount: **\$1,300,000**
- Absentee Indicator: **Situs Address Taken From Sales**
- **Transaction - Determined Absentee Owner**
- Deed Sec Cat: **Residential (Modeled)**
- Universal Land Use: **Single Family Residence**
- Property Indicator: **Single Family Residence/Townhouse**
- Inter Family: **Yes**
- Resale New Construction: **Resale**
- Residential Model Indicator: **Based On Zip Code and Value**
- **Property is Residential**
- Mortgage
- Lender: **ARSANI SIDAROUS**
- Mortgage Amount: **\$2,500,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Date: **10/07/2019**

- Mortgage
- Lender: **ALT FINANCIAL NETWORK INC *OTHER INSTITUTIONAL LENDERS**
- Mortgage Amount: **\$2,500,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**

- Mortgage Term: **2 Years**
- Mortgage Date: **10/07/2019**
- Mortgage Due Date: **11/01/2021**
- Mtg Sec Cat: **CNV, Fixed, Non Conforming**
- Mortgage
- Lender: **LAW FINANCE GROUP LLC *OTHER INSTITUTIONAL LENDERS**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **10/09/2018**
- Mtg Sec Cat: **Fixed**
- Mortgage
- Lender: **DIRECTORS FIN GRP**
- Mortgage Amount: **\$3,000,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Term: **30 Years**
- Mortgage Date: **04/08/2014**
- Mortgage Due Date: **05/01/2044**
- Mtg Sec Cat: **CNV, Adjustable, Refinance, Non Conforming**
- Mortgage Interest Rate Type: **Adjustable**
- Refi Flag: **Loan to Value is More Than 50%**
- Mortgage
- Lender: **DIRECTORS FIN GRP**
- Mortgage Amount: **\$3,000,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Term: **30 Years**
- Mortgage Date: **04/08/2014**
- Mortgage Due Date: **05/01/2044**
- Mtg Sec Cat: **CNV, Adjustable, Refinance, Non Conforming**
- Mortgage Interest Rate Type: **Adjustable**
- Refi Flag: **Loan to Value is More Than 50%**
- Mortgage
- Lender: **TORREY PINES BK**
- Mortgage Amount: **\$3,000,000**
- Mortgage Loan Type: **Conventional**
- Mortgage Deed Type: **Deed of Trust**
- Mortgage Date: **05/18/2012**
- Mtg Sec Cat: **CNV, Fixed, Refinance, Non Conforming**
- Refi Flag: **Loan to Value is More Than 50%**

Property Foreclosures (2 Found)

FIPS County: 037 Deed Category: Notice Of Default Document Type: Notice Of Default Recording Date: 02/09/2021		
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Date Of Default: **02/08/2021**
Filing Date: **02/08/2021**
Document Year: **2021**
Document Number: **000000223810**
Title Company Code: **00014**
Title Company Name: **ORANGE COAST TITLE CO**

Defendants



Name: **THOMAS GIRARDI V**

Amount Of Default: **\$169,498.75**

Address: CA



Mailing Address:   100 LOS ALTOS DR, PASADENA, CA 91105-1240
(LOS ANGELES COUNTY)

Lender: **ARSANI SIDAROUS**

Lender Address:   4952 WARNER AVE #105, HUNTINGTON BEACH,
CA 92649-4422 (ORANGE COUNTY)

Lender Phone: **(714) 846-6634**

Trustee Name: **COUNTY RECORDS RESEARCH INC**

Trustee Address:   4952 WARNER AVE #105, HUNTINGTON BEACH,
CA 92649-4422 (ORANGE COUNTY)

Trustee Phone: **(714) 846-6634**

Trustee Sale Number: **CR21-1002**

Original Loan Recording Date: **10/25/2019**

Last Full Sale Transfer Date: **11/05/1980**

Original Loan Amount: **\$2,500,000**

Original Document Number: **000001149333**

Parcel Number Id: **5708-025-008**

Transfer Value: **\$1,300,000**

Property Indicator: **Vacant**

Use Code: **Residential Lot**

Zoning Code: **PSR2**

Lot Size: **33153**

Year Built: **0000**

Current Land Value: **\$298,594**

Lot: **21**

FIPS County: **037**

Deed Category: **Release/Recision**

Document Type: **Release Of Lis Pendens/Notice**

Recording Date: **11/14/2019**

Document Year: **2019**


Document Number: **000001238348**

Defendants

Name: **THOMAS GIRARDI**

Court Case Number: **BC547290**

Plaintiffs: **LIPSCOMB LEE**

Address:   1122 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

Mailing Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)

Original Loan Recording Date: **06/05/2014**

Last Full Sale Transfer Date: **12/30/1998**

Parcel Number Id: **5143-022-004**

Transfer Value: **\$1,100,000**

Mail Address Indicator: **Data Obtained From County Or Local Source**

Property Indicator: **Office Building**

Use Code: **Office Building**

Living Area Square Feet: **16680**

Zoning Code: **LACW**

Lot Size: **9839**

Year Built: **1950**

Current Land Value: **\$552,308**

Current Improvement Value: **\$560,739**



Lot: **47**

Block: **37**



Evictions (None Found)



Current Vehicle Information (None Found)



US Business Affiliations (14 Found)



- [Business Details](#)
- **1138 WILSHIRE LLC (Primary)**
- **1138 WILSHIRE, LLC (Primary)**
- Link Number: [4238650970](#)
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (09/13/2007 to 07/26/2019)
- Current Phone at address
 - **(213) 489-5330 (PT)**



- [Business Details](#)
- **1150 WILSHIRE PARTNERS LLC (Primary)**
- Link Number: [327729050](#)



- 1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (2019 to 08/19/2021)
-   1209 SANTIAGO DR, NEWPORT BEACH, CA 92660-4942 (ORANGE COUNTY) (2019 to 08/19/2021)

- [Business Details](#)
- **BIGELOW, DAVID N (Primary)**
 -   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (10/01/2019 to 04/01/2020)
 - Current Phone at address
 - **(213) 977-0211 (PT)**



- [Business Details](#)
- **DAVID R LIRA (Primary)**
 -   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (07/01/2020 to 09/01/2020)
 - Current Phone at address
 - **(213) 977-0211 (PT)**





- [Business Details](#)
- **EJ GLOBAL LLC (Primary)**
- **EJ GLOBAL, LLC (Primary)**
- Link Number: [434411530](#)
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (2008 to 10/12/2021)



- [Business Details](#)
- **G & L AVIATION (Primary)**
- Link Number: [305270495](#)
 -   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (1993)
 - Current Phone at address
 - **(213) 489-5330 (PT)**



- [Business Details](#)
- **GIRARDI & KEESE (Primary)**
- **GIRARDI KEESE (Primary)**
- Link Number: [304416760](#)
 -   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (1976 to 1976)
 - Current Phone at address
 - **(213) 977-0211 (PT)**

- [Business Details](#)
- **GIRARDI AND KEEFE (Primary)**
- Link Number: [2785107205](#)
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (1986 to 1986)
- Current Phone at address
 - **(213) 489-5330 (PT)**



- [Business Details](#)
- **GIRARDI RESIDENCE (Primary)**
-   100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY) (09/12/2019 to 09/12/2019)
- Current Phone at address
 - **(626) 568-0207 (PT)**

- [Business Details](#)
- **IMMORTAL BEAUTY INC (Primary)**
- **IMMORTAL BEAUTY, INC. (Primary)**
- Link Number: [565795605](#)
-   3150 WILSHIRE BLVD, LOS ANGELES, CA 90010-1305 (LOS ANGELES COUNTY) (11/14/2017 to 08/06/2021)
-   3150 WILSHIRE BLVD APT 2105, LOS ANGELES, CA 90010-1388 (LOS ANGELES COUNTY) (11/14/2017 to 08/06/2021)




- [Business Details](#)
- **JOHN A GIRARDI (Primary)**
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (07/01/2020 to 10/01/2020)
- Current Phone at address
 - **(213) 489-5330 (PT)**

- [Business Details](#)
- **KELCO PROPERTIES LLC (Primary)**
- Link Number: [154469430](#)
-   26 SUNSET CV, NEWPORT COAST, CA 92657-1901 (ORANGE COUNTY) (10/14/2009 to 07/27/2019)
- Current Phone at address
 - **(949) 494-4330 (PT)**

- [Business Details](#)
- **PLATINUM PARTNERS, LLC (Primary)**
- Link Number: [565736610](#)

- [Business Details](#)
- **THOMAS V GIRARDI (Primary)**
 -   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) (12/01/2019 to 09/01/2020)
 - Current Phone at address
 - **(213) 489-5330 (PT)**



UCC Filings (10 Found)




- Filing Type: **Termination**
- Filing Number: **210036266025**
- Filing Date: **04/07/2021**
- Filing Office Name: **CALIFORNIA SECRETARY OF STATE**
- Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)
 - Debtor:
 - Business Name: **GIRARDI, THOMAS V**
 - Name: **THOMAS V GIRARDI**
 - Date of Birth: XX/XX/1939
 - Current Age: 82
 - Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
 - Secured Party:
 - Business Name: **COMERICA BANK-CALIFORNIA**
 - Name: **COMERICA BANK-CALIFORNIA**
 - Address:   333 W SANTA CLARA ST, SAN JOSE, CA 95113-1713 (SANTA CLARA COUNTY)
- 
- Filing Type: **Termination**
- Filing Number: **210018351932**
- Filing Date: **01/26/2021**
- Filing Time: **14:36:00**
- Filing Office Name: **SECRETARY OF STATE/UCC DIVISION**
- Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)


Debtors:





- Business Name: **GIRARDI & KEESE**
- Name: **GIRARDI & KEESE**
- Date of Birth: 07/17/1957
- Current Age: 64
- Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- Business Name: **GIRARDI, THOMAS VINCENT**
- Name: **THOMAS VINCENT GIRARD**



- Date of Birth: 07/17/1957
- Current Age: 64
- Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- Business Name: **GIRARDI, THOMAS VINCENT**
- Name: **THOMAS VINCENT GIRARDI**
- Date of Birth: 06/03/1939
- Current Age: 82
- Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- Secured Party:
- Business Name: **CORPORATION SERVICE COMPANY, AS REPRESENTATIVE**
- Name: **CORPORATION SERVICE COMPANY AS REPRESENTATIVE**
- Address: PO BOX 2576










- Filing Type: **Continuation**
- Filing Number: **1977259824**
- Filing Date: **07/31/2019**
- Filing Time: **21:56:00**
- Expiration Date: **12/29/2024**
- Filing Office Name: **SECRETARY OF STATE/UCC DIVISION**
- Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)

- Debtor:
 - Business Name: **GIRARDI, THOMAS V**
 - Name: **THOMAS V GIRARDI**
 - Date of Birth: 06/03/1939 *logged.*
 - Current Age: 82
 - Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- Secured Party:
 - Business Name: **COMERICA BANK-CALIFORNIA**
 - Name: **COMERICA BANK-CALIFORNIA**
 - Address:   333 W SANTA CLARA ST, SAN JOSE, CA 95113-1713 (SANTA CLARA COUNTY)

- Filing Type: **Original**
- Filing Number: **187666977168**
- Filing Date: **09/04/2018**
- Filing Time: **15:58:00**
- Expiration Date: **09/04/2023**
- Filing Office Name: **SECRETARY OF STATE/UCC DIVISION**
- Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)

<ul style="list-style-type: none"> • <u>Debtors:</u> <ul style="list-style-type: none"> • Business Name: GIRARDI & KEESE • Name: GIRARDI & KEESE • Date of Birth: 07/17/1957 • Current Age: 64 • Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) • Business Name: GIRARDI, THOMAS VINCENT • Name: THOMAS VINCENT GIRARDI • Date of Birth: 06/03/1939 • Current Age: 82 • Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY) • <u>Secured Party:</u> <ul style="list-style-type: none"> • Business Name: CORPORATION SERVICE COMPANY, AS REPRESENTATIVE • Name: CORPORATION SERVICE COMPANY AS REPRESENTATIVE • Address: PO BOX 2576 • <u>Collateral Items:</u> <ul style="list-style-type: none"> • Type: Unknown Equipment Including Proceeds and Products • Type: Unknown General Intangible(s) Including Proceeds and Products • Type: Unknown Chattel Paper Including Proceeds and Products • Type: Unknown Account(s) Including Proceeds and Products • Filing Type: Amendment • Filing Number: 1775969950 • Filing Date: 07/19/2017 • Filing Time: 14:47:00 • Expiration Date: 07/06/2021 • Filing Office Name: SECRETARY OF STATE/UCC DIVISION • Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY) • <u>Debtors:</u> <ul style="list-style-type: none"> • Business Name: GIRARDI KEESE • Name: GIRARDI KEESE 		
---	--	--

- Date of Birth: 07/17/1957
- Current Age: 64
- Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- Business Name: **GIRARDI, THOMAS V.**
- Name: **THOMAS V GIRARDI**

- Date of Birth: 06/03/1939
- Current Age: 82
- Address:   100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)
- Secured Party: Business Name: CALIFORNIA ATTORNEY LENDING II, INC.
- Name: **CALIFORNIA ATTORNEY LENDING INC II**
- Address:   6400 MAIN ST STE 120, WILLIAMSVILLE, NY 14221-5858 (ERIE COUNTY)
- Filing Type: **Continuation**
- Filing Number: **1474226756**
- Filing Date: **07/31/2014** Filing Time: **21:35:00**
- Expiration Date: **12/29/2019**
- Filing Office Name: **SECRETARY OF STATE/UCC DIVISION**
- Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)
- Debtor:
 - Business Name: **GIRARDI, THOMAS V**
 - Name: **THOMAS V GIRARDI**
 - Date of Birth: 06/03/1939 [\[Lock\]](#) *Unlock has been logged.*
 - Current Age: 82
 - Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
 - Secured Party:
 - Business Name: **COMERICA BANK-CALIFORNIA**
 - Name: **COMERICA BANK-CALIFORNIA**
 - Address:   333 W SANTA CLARA ST, SAN JOSE, CA 95113-1713 (SANTA CLARA COUNTY)
- Filing Type: **Termination**
- Filing Number: **1474122048** Filing Date: **05/15/2014**
- Filing Time: **17:00:00**
- Filing Office Name: **SECRETARY OF STATE/UCC DIVISION**
- Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)
- Debtor:
 - Business Name: **GIRARDI, THOMAS V.**
 - Name: **THOMAS V GIRARDI**
 - Date of Birth: 06/03/1939
 - Current Age: 82
 - Address:   100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)
 - Secured Party:
 - Business Name: **TORREY PINES BANK**
 - Name: **TORREY PINES BANK**

• Address:   9295 FARNHAM ST STE 200, SAN DIEGO, CA 92123-1255 (SAN DIEGO COUNTY)

• Filing Type: **Original**


• Filing Number: **127316196208**

• Filing Date: **06/04/2012**

• Filing Time: **17:00:00**

• Expiration Date: **06/04/2017**

• Filing Office Name: **SECRETARY OF STATE/UCC DIVISION**

• Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)



• Debtor:

• Business Name: **GIRARDI, THOMAS V.**

• Name: **THOMAS V GIRARDI**

• Date of Birth: 06/03/1939



• Current Age: 82

• Address:   100 LOS ALTOS DR, PASADENA, CA 91105-1240 (LOS ANGELES COUNTY)

• Secured Party:

• Business Name: **TORREY PINES BANK**

• Name: **TORREY PINES BANK**













• Address:   9295 FARNHAM ST STE 200, SAN DIEGO, CA 92123-1255 (SAN DIEGO COUNTY)

• Collateral Items:








• Type: **Unknown Equipment Including Proceeds and Products**















• Type: **Unknown Equipment Including Proceeds and Products**









- Type: **Unknown Fixtures Including Proceeds and Products**
- Type: **Unknown Fixtures Including Proceeds and Products**
- Type: **Unknown Inventory Including Proceeds and Products**
- Type: **Unknown Inventory Including Proceeds and Products**
- Type: **Unknown General Intangible(s) Including Proceeds and Products**
- Type: **Unknown General Intangible(s) Including Proceeds and Products**
- Type: **Unknown Chattel Paper Including Proceeds and Products**
- Type: **Unknown Chattel Paper Including Proceeds and Products**
- Type: **Unknown Contract Rights Including Proceeds and Products**
- Type: **Unknown Contract Rights Including Proceeds and Products**
- Type: **Unknown Accounts Receivable Including Proceeds and Products**
- Type: **Unknown Accounts Receivable Including Proceeds and Products**
- Type: **Unknown Computer Equipment Including Proceeds and Products**
- Type: **Unknown Computer Equipment Including Proceeds and Products**
- Type: **Unknown Machinery Including Proceeds and Products**
- Type: **Unknown Machinery Including Proceeds and Products**
- Type: **Unknown Negotiable Instruments Including Proceeds and Products**
- Type: **Unknown Negotiable Instruments Including Proceeds and Products**
- Type: **Unknown Account(s) Including Proceeds and Products**
- Type: **Unknown Account(s) Including Proceeds and Products**
- Type: **Unknown Building(s) Including Proceeds and Products**
- Type: **Unknown Building(s) Including Proceeds and Products**
- Type: **Unknown Building Materials Including Proceeds and Products**
- Type: **Unknown Building Materials Including Proceeds and Products**

- Filing Type: **Original**
- Filing Number: **0000760566**
- Filing Date: **12/29/1999**
- Filing Time: **08:00:00**
- Expiration Date: **12/29/2004**
- Filing Office Name: **SECRETARY OF STATE/UCC DIVISION**
- Filing Office Address:   1500 11TH ST, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)
 - Debtor:
 - Business Name: **GIRARDI THOMAS V**
 - Name: **THOMAS V GIRARDI**
 - Date of Birth: 06/03/1939
 - Current Age: 82
 - Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
 - Secured Party:
 - Business Name: **COMERICA BANK-CALIFORNIA**
 - Name: **COMERICA BANK-CALIFORNIA**
 - FEIN: **94-2535107**
 - Address:   333 W SANTA CLARA ST, SAN JOSE, CA 95113-1713 (SANTA CLARA COUNTY)
 - Collateral Item:
 - Type: **Unknown Negotiable Instruments And Products**
- Filing Type: **Original**
- Filing Number: **760566**
- Filing Date: **12/29/1999**
- Filing Office Name: **CALIFORNIA SECRETARY OF STATE**
- Filing Office Address:   1500 11TH ST # 205, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)
 - Debtor:
 - Business Name: **GIRARDI, THOMAS V**
 - Name: **THOMAS V GIRARDI**
 - Date of Birth: 06/03/1939
 - Current Age: 82
 - Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
 - Secured Party:
 - Business Name: **COMERICA BANK-CALIFORNIA**
 - Name: **COMERICA BANK-CALIFORNIA**
 - Address:   333 W SANTA CLARA ST, SAN JOSE, CA 95113-1713 (SANTA CLARA COUNTY)



US Corporate Affiliations (3 Found)

- Incorporation State: **CA**
- **1138 WILSHIRE, LLC (Primary)**
- Address:   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
- Filing Number: **200725010021**
- Link Number: [4238650970](#)
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Corporation**
- Address Type: **Business**
- Registration Type: **Limited Liability Company**
- Verification Date: **07/20/2019**
- Filing Date: **09/04/2007**
- Date First Seen: **09/13/2007**
- Date Last Seen: **07/26/2019**
- Received Date: **07/21/2019**
- Misc Details: **LLC JURISDICTION: CA**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**
- Filing Office Address:   **1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)**
- File Date: **07/27/2019**
- Sec Status: **Active**
- **Corporate Officers and Directors**
- **THOMAS VINCENT GIRARDI, Title: Other, MANAGER/MEMBER**
-   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
- **THOMAS VINCENT GIRARDI, Title: Registered Agent**
-   **1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)**
- Incorporation State: **NV**
- **GIRARDI FINANCIAL, INC. (Primary)**
- Filing Number: **C6791-1999**
- Filing Office Link Number: [1809287220](#)
- Corporation Type: **Profit**
- Registration Type: **Domestic Corporation**
- Verification Date: **04/21/2021**
- Filing Date: **03/22/1999**
- Incorporation Date: **03/22/1999**
- Sec State Status Date: **04/01/2021**
- Date First Seen: **03/28/2005**
- Date Last Seen: **04/23/2021**

- Received Date: **04/22/2021**
- Filing Office Name: **CORPORATION DIV**
- Filing Office Address:   **STATE CAPITOL, CARSON CITY, NV 89714 (CARSON CITY COUNTY)**
- File Date: **04/24/2021**
- Sec Status: **Revoked**
- **Corporate Officers and Directors**
- **ERIKA GIRARDI**, Title: **Secretary**
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- **THOMAS GIRARDI**, Title: **President**
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- **STEVEN B GLADE**, Title: **Registered Agent**
-   7201 W LAKE MEAD BLVD STE 108, LAS VEGAS, NV 89128-8354 (CLARK COUNTY)
- **DAVID R LIRA**, Title: **Director**
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- **DAVID R LIRA**, Title: **Treasurer**
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- **Corporate Amendments**
- Filing Date: **03/29/2019**
- Reason: **Miscellaneous**
- Description: **ANNUAL LIST-DOCUMENT ID: 20190139399-46**
-
- Filing Date: **04/16/2018**
-
- Incorporation State: **CA**
- **PLATINUM PARTNERS, LLC (Primary)**
- Address:   **26 SUNSET CV, NEWPORT COAST, CA 92657-1901 (ORANGE COUNTY)**
- Filing Number: **201623810602**
- Link Number: [565736610](#)
- Filing Office Link Number: [1807680030](#)
- Corporation Type: **Corporation**
- Address Type: **Business**
- Registration Type: **Limited Liability Company**
- Verification Date: **12/13/2019**
- Filing Date: **08/18/2016**
- Date First Seen: **08/31/2016**
- Date Last Seen: **12/19/2019**
- Received Date: **12/16/2019**
- Misc Details: **LLC JURISDICTION: CA**
- Filing Office Name: **BUSINESS PROGRAMS DIVISION**

- Filing Office Address:   1500 11TH ST FL 3, SACRAMENTO, CA 95814-5701 (SACRAMENTO COUNTY)
- File Date: 12/20/2019
- Sec Status: Active
- **Corporate Officers and Directors**
- **THOMAS GIRARDI**, Title: Other, MANAGER/MEMBER
-   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017-1904 (LOS ANGELES COUNTY)
- **HAIG KELEGIAN**, Title: Other, MANAGER/MEMBER
-   26 SUNSET CV, NEWPORT COAST, CA 92657-1901 (ORANGE COUNTY)
- **HAIG KELEGIAN**, Title: Registered Agent
-   26 SUNSET CV, NEWPORT COAST, CA 92657-1901 (ORANGE COUNTY)


Voter Registrations

- Name: THOMAS GIRARDI
- Address:   1126 WILSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)
- DOB: 06/03/1939. (82)
- Party: No Affiliation

Hunting Permits (None Found)

Weapon Permits (None Found)

Possible Relatives - Summary (66 Found)

- > [MARK JASON RISNER](#) 1969 Age: 52
 - >> [STEFANIE DENISE RISNER](#) 1983 Age: 38
 - >> [CYRIC J RISNER](#) 1994 Age: 27
- > [KATHY M RISNER](#) 1953 Age: 68
 - >> [ELLEN JAYNE TISCHLER](#) 1954 Age: 68
 - >> [BARRY HERBERT TISCHLER](#) 1936 Age: 85
 - >> [PENNY SUE SHERWOOD](#) 1957 Age: 64
 - >> [EVERDINA E RISNER](#) 1951 Age: 70
 - >> [EVERDINA E RISNER](#) 1945 Age: 76
- > [JULIE ANN RISNER](#) 1952 Age: 69
 - >> [BONNIE R WATSON](#) 1980 Age: 41
 - >> [TONYA M VRUGGINK](#) 1970 Age: 52
 - >> [PATRICIA LEE RISNER](#) 1947 Age: 74
 - >> [RACHEL ANN PAUV](#) 1971 Age: 50
 - >>  [ROBERT JOSEPH FUCCI](#) 1947 Age: 75
- > [MICHAEL J FUCCI](#) 1979 Age: 42
- >> [BETHANY E FUCCI](#) 1985 Age: 36
- > [JOSEPHE RISNER](#) 1971 Age: 50

- >> [JOSEPH MORRIS MISNER](#) 1983 Age: 38
- > [JOSEPH EDWARD RISNER SR](#) 1945 Age: 76
 - >> [RENEE ANNE RISNER](#) 1983 Age: 38
 - >> [HEATHER LYNN RISNER](#) 1993 Age: 29
 - >> **D** [TRAVIS T RISNER](#) 1972 Age: 49
 - >> [JOHN W RISNER](#) 1964 Age: 57
- > [DON ALAN RISNER](#) 1965 Age: 56
 - >> [STACEY JO RODRIGUEZ](#) 1972 Age: 49
 - >> [ROBERT KEITH RISNER](#) 1967 Age: 54
 - >> [PHILIP EDWARD RISNER](#) 1949 Age: 72
 - >> [LEON SHELBY RISNER](#) 1969 Age: 52
 - >> [KATHY MARGARET RISNER](#) 1947 Age: 74
 - >> [JOHN WAYNE RISNER](#) 1964 Age: 57
 - >> [JOHN WAYNE RISNER](#) 1941 Age: 80
 - >> [BOBBY LEE RISNER](#) 1966 Age: 55
 - >> [TANYA SUE MCGILL](#) 1968 Age: 53
 - >> [KATHY SUE CLARK](#) 1968 Age: 53
 - >> [DON RISNER](#)
- > [JACQUELINE ANN LIRA](#) 1966 Age: 55
 - >> [MICHAEL VINCENT LIRA](#) 1997 Age: 24
 - >> [DAVID RICHARD LIRA SR](#) 1960 Age: 61
 - >> [CATHERINE LIRA](#) 2000 Age: 21
 - >> [ELIZABETH M LIRA](#) 2003 Age: 18
 - >> [CAROLYN A LIRA](#) 2003 Age: 18
 - >> **D** [DAVID I ROTTENBERG](#) 1964 Age: 58
- > [VINCENT MATHEW GIRARDI](#) 1988 Age: 33
 - >> [VINCENT M GIRARDI](#)
- > [THOMAS GIRARDI](#)
- > [ROBERT JOHN GIRARDI](#) 1944 Age: 77
- > [PATRICK LEO GIRARDI](#) 1981 Age: 40
 - >> [MOLLY BETH GIRARDI](#) 1982 Age: 39
 - >> [ANDREA M FISHER](#) 1984 Age: 37
- > [MATTHEW DONAVAN GIRARDI](#) 1968 Age: 53
 - >> **D** [MACK THOMAS GIRARDI](#) 1913 Age: 108
- > [KEN PATRICK GIRARDI](#) 1978 Age: 43
 - >> [KATHRYN EISENHOWER GIRARDI](#) 1974 Age: 47
 - >> **D** [ALBERT H GIRARDI](#) 1910 Age: 111
 - >> **D** [JANE I GIRARDI](#) 1911 Age: 110
- > [KAREN ANNE GIRARDI](#) 1940 Age: 81
- > [JOHN ALBERT GIRARDI SR](#) 1947 Age: 74
- > [ERIKA NAY GIRARDI](#) 1971 Age: 50
 - >> [RENEE PEAK CHAHOY](#) 1952 Age: 69
- > [DENISE DIANE GIRARDI](#) 1951 Age: 70
- > [ANNA MARLENE GIRARDI](#) 1976 Age: 45
- > [AMELIA SAW GIRARDI](#) 1941 Age: 80
- > [JENNIFER MICHELLE CRANE](#) 1971 Age: 50
 - >> [MICHAEL JOH CRANE](#) 1971 Age: 50
 - >> [MICHAEL CHARLES CRANE](#) 1951 Age: 70

Likely Associates - Summary (30 Found)

- [ROBERT MATTHEW KEESE](#) 1943 Age: 78
- [AMY FISCH SOLOMON](#) 1960 Age: 62
- [THOMAS G ZIZZO V](#) 1992 Age: 29
- [DAVID RICHARD LIRA SR](#) 1960 Age: 61
- [BETHANY E FUCCI](#) 1985 Age: 36
- **D** [JAMES PAUL SIZEMORE](#) 1970 Age: 51
- [ANDRE S SHERMAN](#) 1970 Age: 52
- [SHAHRAM ADDIN SHAYESTEY](#) 1972 Age: 49
- [JAMES GAUGHAN OCALLAHAN](#) 1956 Age: 65
- [ASHKAHN MOHAMADI](#) 1989 Age: 33
- [AMANDA LEA MCCLINTOCK](#) 1968 Age: 53
- [AMANDA HEATHER MARZ](#) 1983 Age: 38
- [GRAHAM BRUCE LIPP-SMITH](#) 1977 Age: 45
- [CHRISTOPHER KAZUO KAMON](#) 1973 Age: 48
- [KEITH DAVID GRIFFIN](#) 1972 Age: 49
- [SHIRLEEN HATSUKO FUJIMOTO](#) 1950 Age: 71
- [ROBERT WILLIAM FINNERTY](#) 1955 Age: 66
- [DAVID NATHANIEL BIGELOW](#) 1952 Age: 69
- [ANTONIO BOCANEGRA](#) 1970 Age: 51
- [LISA JEAN CLARK](#) 1975 Age: 46
- [MICHAEL J FUCCI](#) 1979 Age: 42
- **D** [ARTHUR R CARRILLO](#) 1925 Age: 96
- **D** [DELLA JO DENNIS](#) 1925 Age: 96
- [LINDA MARLEEN STILLEY](#) 1956 Age: 65
- [BRIAN ROBERT ANDERSON](#) 1954 Age: 67
- [MARIA THERESA GOSSETT](#) 1974 Age: 47
- [CHRISTOPHER MICHAEL HALVERSON](#) 1971 Age: 50
- [BONNIE R WATSON](#) 1980 Age: 41
- [SHAWN JOSEPH MCCANN](#) 1977 Age: 44
- [PATRICIA ANN SUTTON](#) 1965 Age: 56

Possible Associates - Summary (31 Found)

- [WALTER JOHN LACK](#) 1948 Age: 74
- [CRAIG ANTHONY SOTO](#) 1962 Age: 59
- [RONALD LORENZO WILLIAMS](#) 1951 Age: 70
- [SUSAN FRANCES MEYERS](#) 1947 Age: 74
- **D** [EDWIN JULES MEYERS](#) 1923 Age: 98
- [KRISTINE ANNE LOGAN](#) 1951 Age: 70
- [KATHY B LOGAN](#) 1948 Age: 73

- [JOSEPH L ZEIDEN](#) 1955 Age: 66
- [ANGELA THWAITES](#) 1962 Age: 59
- [EMIE LYNN KEYTE](#) 1970 Age: 51
- [HOPSCOTCH KIDS](#)
- [CARIDAD PALMA YAP](#) 1936 Age: 85
- [LAURIE FELTHEIMER](#) 1965 Age: 56
- [JON HENRY FELTHEIMER](#) 1951 Age: 70
- [MARIE AIELLO BOARDMAN](#) 1964 Age: 57
- [DANIEL DENNIS SWEENEY](#) 1962 Age: 60
- [CHRISTINE JANE HEALEY](#) 1959 Age: 63
- **D** [MARGARET HELEN SWEENEY](#) 1925 Age: 96
- [MARY CARRILLO](#)
- **D** [BEVERLY B PHILPOTT](#) 1918 Age: 103
- **D** [JAMES A PHILPOTT](#) 1912 Age: 109
- [MARY MAUREEN MAYOCK](#) 1933 Age: 88
- [SHARON ELAINE WATSON](#) 1943 Age: 78
- [DAWN KRYSTAN LEVINE](#) 1971 Age: 50
- **D** [MARILYN W LANDEFELD](#) 1927 Age: 94
- **D** [EMIL ERNEST LANDEFELD](#) 1927 Age: 94
- [TRUDY CHARLEEN HALLWAY](#) 1939 Age: 82
- [FREDERICK XYSTUS HALLWAY](#) 1925 Age: 97
- **D** [RENE LUCILLE ANDERSON](#) 1951 Age: 70
- [LOUIS D NOVAK](#) 1939 Age: 82





john quirk

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Fwd: Thomas V. Girardi-Report Inbox x



John Quirk <irgglobal@aol.com>

to me

Atty Work Product

February y 7, 2022

Thomas Vincent Girard

55 liens

9 judgements

10 UCC filings not honored

2 Foreclosures. many **Swifts** to offshore. two active companies bringi

"Q"

-----Original Message-----

From: arelis quirk <spencerforhire05@gmail.com>

To: John Quirk <irgglobal@aol.com>

Sent: Mon, Feb 7, 2022 6:19 pm

Subject: Thomas V. Girardi-Report

Arelis Spence
Spencer Investigati

Mobile: +1.561.305.2066

Web: SpencerInvestigator

E-mail: SpencerForHireC

SpencerInvestigator.com

One attachment • Scanned by Gmail

Add to Drive

Comprehensive Report THOMAS VINCENT GIRARDI 1128 WELSHIRE BLVD, LOS ANGELES, CA 90017 (LOS ANGELES COUNTY)	
Comprehensive Report Date: 02/07/2022	
Reference ID: NONE	
Subject Information (Best Information for Subject) Name: THOMAS VINCENT GIRARDI (08/01/1963 to 12/18/2021)	Other Names Associated with Subject Subject THOMAS V GIRARDI (04/10/2004) THOMAS GIRARDI V (07/01/1995 to 02/25/2004)
Thomas Vincent ...	

Reply

Forward





Talking to actual Secret Service Agents

Gloria Allred confronted about relationship with Tom Girardi and State Bar Syndicate



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Gloria Allred confronted www.ETV.com/Allred



Michael Jackson: Neverland Ranch 'sold to billionaire for \$22m'

24 December 2020

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Prosecutors accused Michael Jackson of grooming children at the Neverland ranch, allegations he denied

The Neverland ranch of the late pop star Michael Jackson has reportedly been sold to a billionaire investor for a quarter of its initial asking price.

Ron Burkle, a former friend of Jackson, recently bought the estate in Los Olivos, California, his spokesman said.

He paid \$22m (£16.2m) for Neverland, [the Wall Street Journal reported](#), citing public records and three people familiar with the deal.

The 2,700-acre (1,100 hectare) compound was first listed for \$100m in 2015.

- **Michael Jackson's Neverland ranch up for sale**

Since then Neverland, north of Santa Barbara city, has been on and off the market, listed most recently last year for the lower price of \$31m.

Jackson originally paid about \$19.5m for Neverland, which he named after a fictional island where children never grow up in JM Barrie's Peter Pan story.



Jackson bought the estate in 1987 but struggled to pay for it

The Thriller singer bought Neverland in 1987, making it his home during the height of his fame.

He turned the ranch into an entertainment complex, building a zoo and fairground on site, where he regularly entertained children and their families.

In the 1990s and 2000s, Neverland became the centre of various investigations into child sexual assault allegations against Jackson.



EQ

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naad used neverland as a rantasy world to groom young boys.

In 2005, Jackson was tried and acquitted of allegations he abused a 13-year-old boy at the ranch.

Jackson never returned to Neverland. Four years later, in June 2009, Jackson died at another home in Los Angeles after suffering a cardiac arrest induced by a drug overdose.

Since his death Jackson has been the subject of further abuse allegations, including [those made in a documentary called Leaving Neverland in 2019.](#)

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The estate had a zoo and fairground on site

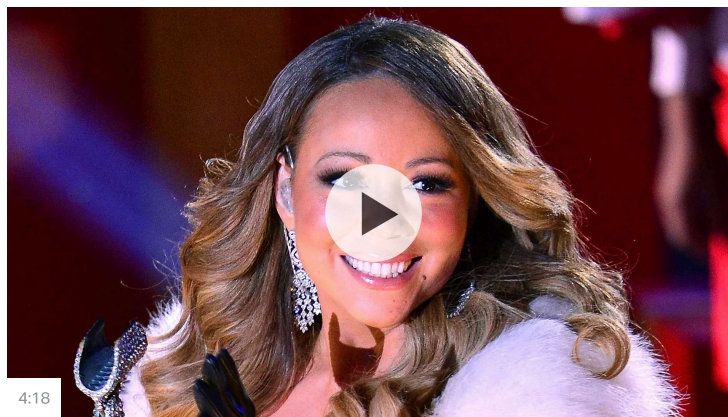
Neverland has been rebranded as Sycamore Valley Ranch and has undergone extensive redevelopment since Jackson's death.

Mr Burkle's spokesman said the businessman saw the investment as a land banking opportunity.

He spotted the estate from the air while looking at another location and contacted Tom Barrack, the founder of real-estate investment company Colony Capital LLC, to seal the sale.

Mr Burkle, 68, is co-founder and managing partner of Yucaipa Companies, LLC, a private investment firm. His net worth as of 24 December 2020 was estimated to be \$1.4bn, according to a profile by American business magazine Forbes.

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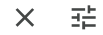
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john quirk allred



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Assets ⌵ Inbox ×



John Quirk <irgglobal@aol.com>
to me

Fri, Feb

February 11, 2022

Work Product

Girardi-I've pretext ed his lawyer and family members. They are searching for his offshore assets. I believe the lawyer knows but hen may not be worth chasing as he owes so much and has many judgments. IRS is not looking for overseas asserts.

Allred: Most of her revenue is placed in her Family Trust called the Allred Living Trust. However once i obtain the details Ill know whe My DEA contact stated he will assist if we connect to any cartel lawyers accountants and resting places. JQ

Ron Jallow-who is he bad guy? Where does he reside approximate age?

Thanks JOHN



John Quirk (aol.com)

According to the guy Im talking to Ron Godch

On Fri, Feb 11, 2022 at 9:53 AM John Quirk <irgglobal@aol.com> wrote:
February 11, 2022

Work Product

Girardi-I've pretext ed his lawyer and family members. They are searching for his offshore assets. I believe the lawyer knows but target may not be worth chasing as he owes so much and has many judgments. IRS is not looking for overseas asserts.

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john quirk allred



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CASE Inbox x



John Quirk <irgglobal@aol.com>
to alki@filmon.com

Wed, Feb

February 2, 2022

Atty Work Product

Dear Alki:
You may want to consider these options:

- Develop a *criminal case* against Allred [et.al](#) as we discussed. I would do this and find her assets to freeze or seize. In the criminal area we do not need a judgment as in the civil area. In addition to those items I listed conspiracy extortion etc I would add RICO-racketeering. She has establish a pattern of receiving hig offshore i.e. money laundering.
- My form www.assetlocationrecovery.com has located assets in all the banking havens for over twenty years. I could issue a **report** assets worldwide and demonstrate that you are illiquid or have no liquid assets. This could be a two edge sword-you would convince harass you. It would also might show peopel you have no assets worthwhile going after. We would submit this to a "Federal; Judge" I work with Judge Sullivan in DC. This could end their actions. I cant give you legal advic debtor situation. I can intro you to Judge Sullivan-I do his asset investigative work. JOHN

- I agree with you.
- Yes, I agree.
- Not interested.

- Reply
- Forward
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REAL TALK

NEWS

Public Challenge to FBI Director Christopher Wray: Expose Gloria Allred, Anthony Pellicano, Louis Freeh, and the Epstein Connection



By Alki David

DEC 2, 2024



From The Desk Of Alki David – Malibu, California

Christopher Wray

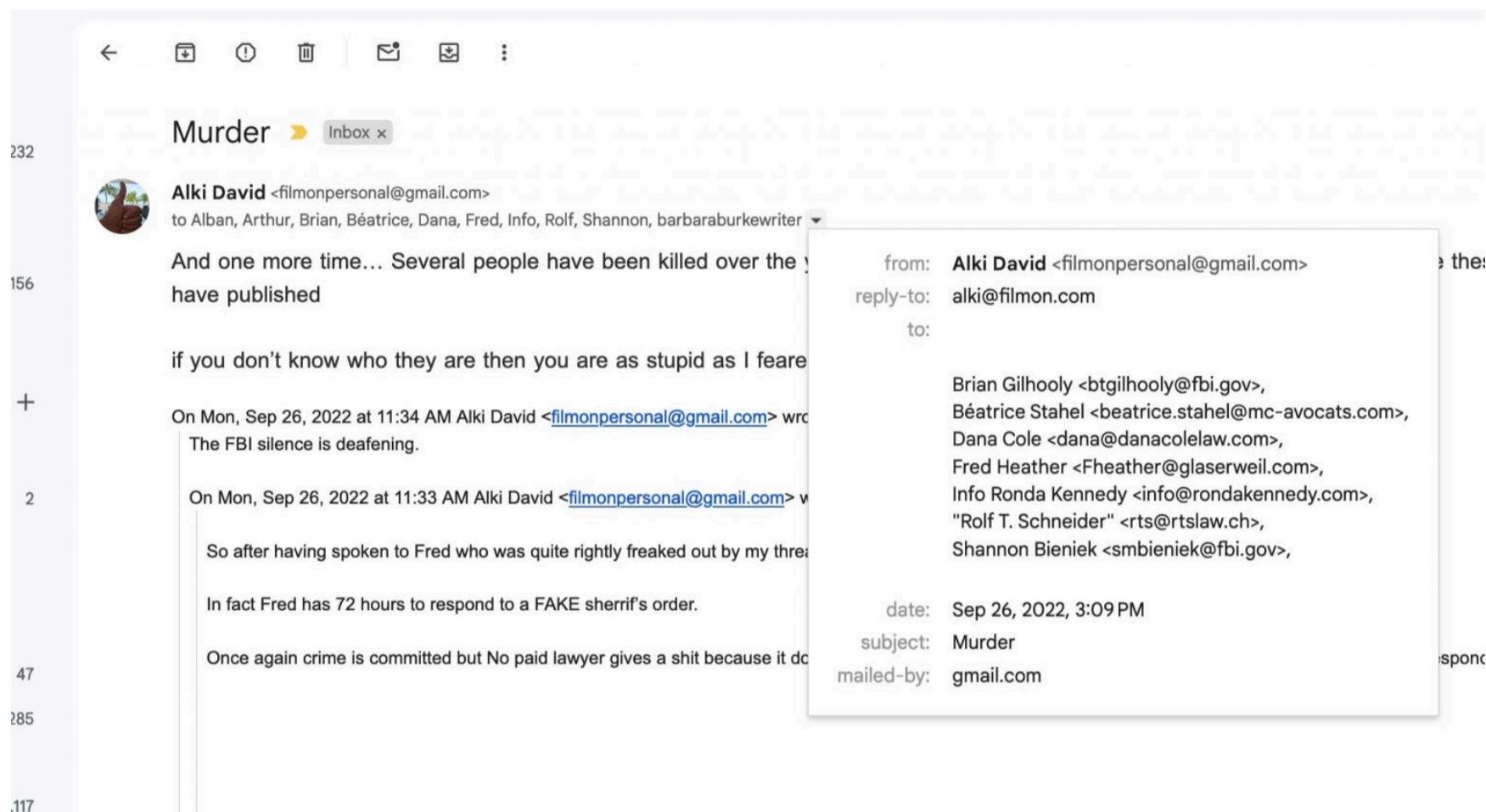
Director, Federal Bureau of Investigation

J. Edgar Hoover Building

935 Pennsylvania Avenue NW
Washington, D.C. 20535-0001

Dear Director Wray,

It's time for you to stop hiding behind your desk and your cushy bureaucratic defense. I am demanding that you **immediately investigate** the powerful criminal syndicate that has plagued Hollywood, law enforcement, and the entire American justice system for decades. This group, made up of figures like **Gloria Allred, Anthony Pellicano, Louis Freeh, Rupert Murdoch, Steven Spielberg, Jeffrey Epstein, Sean "Diddy" Combs, Harvey Weinstein, and Oprah Winfrey**, has systematically trafficked, exploited, and destroyed the lives of countless victims. Their time is up—and I'm challenging you, as FBI Director, to take action before your inaction makes you just as guilty.



Agent Shannon Bieniek, I spent months compiling and providing you with critical evidence relating to the Syndicate, only for you to disappear without explanation. This is unacceptable. Your inaction wasted my time and compromised the integrity of the case. To add insult to injury, I have since been harassed by the Secret Service and the FBI instead of receiving any resolution or protection.



exclusive picture – first published by my site shockya.com – courtesy Courtney Burgess

Agent Brian Gilhooly, as someone directly appointed to this matter, how can this kind of gross negligence be allowed? I provided evidence in good faith, and instead of justice, I've been met with silence and obstruction. This is not only unprofessional but also a betrayal of the responsibilities entrusted to your roles.



Brian Gilhooly is now new CEO of Flagg Coastal Homes Formerly FBI LA Special Mission leader appointed by Chris Wray

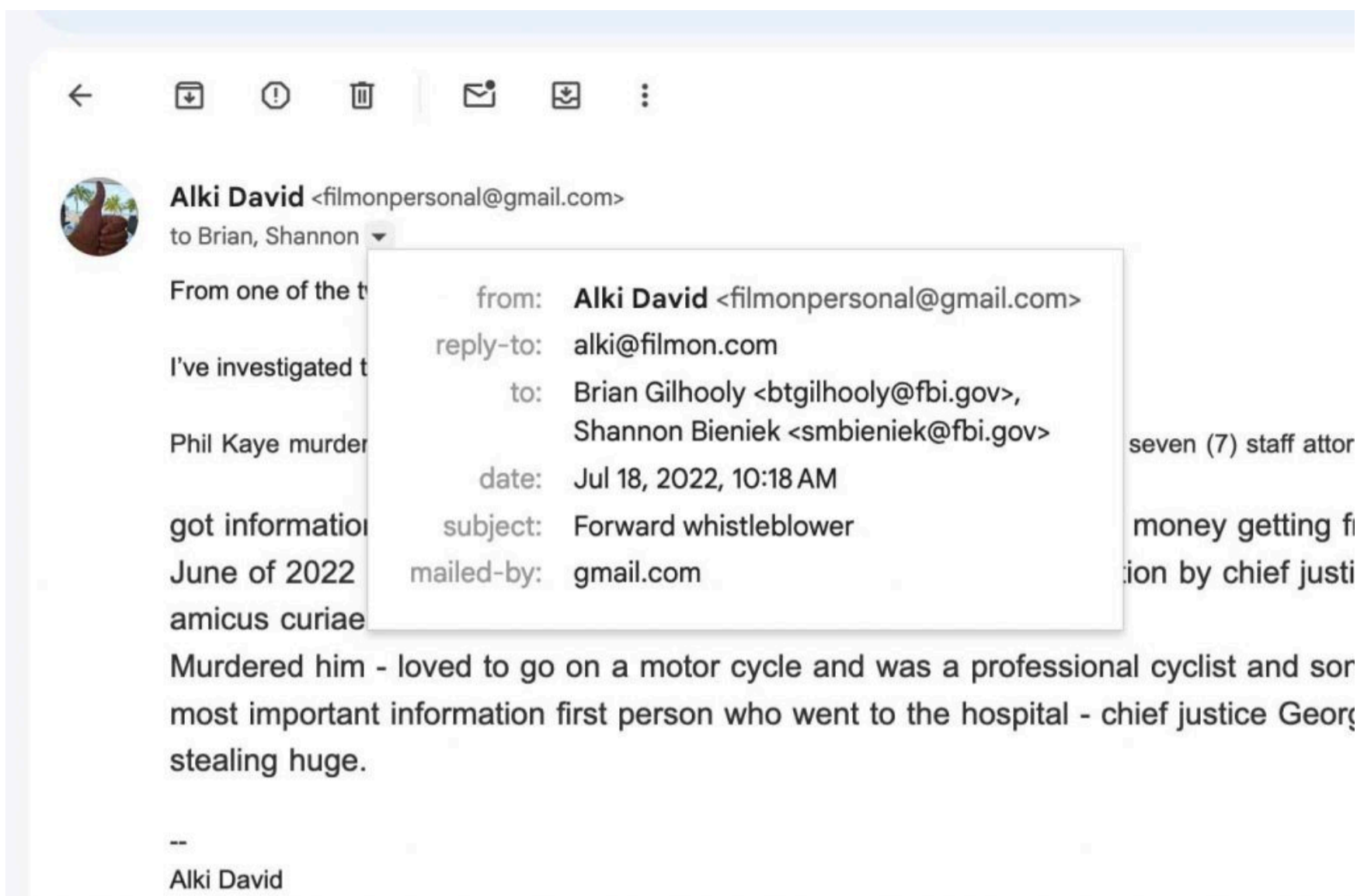
I demand an immediate response explaining what happened to the evidence I provided and why nothing has been done. I also want assurances that my contributions to exposing corruption and criminal behavior are not being buried or ignored.

The Hollywood Pedophile Network: Epstein, Diddy, Weinstein, Oprah

For years, **Steven Spielberg** has used his immense influence to protect and perpetuate a **Hollywood pedophile network** that has trafficked vulnerable individuals. At the center of this operation is **Jeffrey Epstein**, who served as the enforcer for this vast criminal network, using **Diddy**, **Weinstein**, and **Oprah** to maintain control, silence victims, and keep their power intact.



These figures have made a mockery of justice, using their wealth and influence to **protect each other** from any repercussions for their crimes. Epstein used **Diddy** as a puppet and weapon in Hollywood's darkest corner. **Oprah Winfrey**, who has built an empire on her public persona of caring for others, turned a blind eye to the abuse—likely because it benefitted her own brand and wealth. These people are **complicit**, and it's time their names are forever linked with the **pedophiles** they protected and the **victims** they betrayed.



FBI agents, Mr. Brian Gilhooly and Ms. Shannon Bieneck, whom you personally appointed. These agents engaged with me over the course of several months on highly sensitive and critical matters. Throughout that time, I provided substantial information and worked in good faith under the assumption that they were dedicated to pursuing the issues at hand.

However, I was shocked and disheartened when both agents abruptly ceased communication without any explanation or resolution. Their sudden disappearance has left me with unanswered questions and unresolved matters, raising concerns about the integrity of their commitment and the accountability of the Bureau as a whole.

Given the gravity of the matters discussed and the significant investment of time and resources on my part, this situation warrants immediate investigation. As the leader of the FBI, I trust you will take this seriously and ensure that these agents are held accountable for their actions—or lack thereof. I would appreciate an update on the status of the work they were tasked with and an explanation for this breakdown in communication.

The trust and credibility of the FBI are at stake when agents abandon cases and individuals they are sworn to assist. I respectfully request your attention to this matter and look forward to your response.

Donald Alway, as a senior FBI official, has faced scrutiny due to connections between his family and figures like Tom Girardi who has personally attacked me, was a prominent attorney and one of the Democratic Party's significant financial contributors. Notably, Alway recused himself from investigations into Girardi and his law firm due to his mother's prior relationship with Girardi.

Assuming Bernadette Alway has been reassigned to a sensitive role such as the New York Victims Unit handling high-profile cases, this would deepen speculation about overlapping professional and personal dynamics within the FBI's dealings with politically charged or high-profile figures. The Girardi connection underscores the intricate ties between political donations, legal cases, and law enforcement oversight, especially when major political donors like Girardi are involved in legal controversies.

The involvement of both Don and Bernadette Alway in such high-stakes investigations, if true, would require extraordinary measures to maintain ethical integrity and public trust in their respective roles. This overlap would inevitably invite closer scrutiny of their roles and potential biases given the historical financial and legal entanglements surrounding figures like

Girardi and the ongoing investigation into Sean “Diddy” Combs.



Donald Alway, as a senior FBI official, has faced scrutiny due to connections between his family and figures like Tom Girardi, who I have been exposing for years and is now disgraced attorney and one of the Democratic Party’s significant financial contributors. Notably, Alway recused himself from investigations into Girardi and his law firm due to his mother’s prior relationship with Girardi, demonstrating efforts to maintain transparency and mitigate potential conflicts of interest.

Apparently Bernadette Alway has been reassigned to a sensitive role such as the New York Victims Unit handling high-profile cases, this would deepen speculation about overlapping professional and personal dynamics within the FBI’s dealings with politically charged or high-profile figures. The Girardi connection underscores the intricate ties between political donations, legal cases, and law enforcement oversight, especially when major political donors like Girardi are involved in legal controversies.

The involvement of both Don and Bernadette Alway in such high-stakes investigations, if true, would require extraordinary measures to maintain ethical integrity and public trust in their respective roles. This overlap would inevitably invite closer scrutiny of their roles and potential biases given the historical financial and legal entanglements surrounding figures like Girardi and the ongoing investigation into Sean “Diddy” Combs.

Collusion Against Me: Freeh, Heather, and Shapiro

You think you’re above it all, don’t you? Well, let me tell you how **Louis Freeh**, **Fred Heather**, and **Robert Shapiro** actively colluded against me, just like they’ve done with countless others. They didn’t just turn a blind eye to the **Hollywood elite’s criminal activity**; they **actively protected them**. Freeh, with his FBI connections, acted as a shield for these criminals, enabling them to continue operating without consequence. His partnership with **Heather** and **Shapiro** was not just negligence—it was a calculated effort to ensure **justice** was **manipulated** and **obstructed** at every turn. This collusion directly affected my life, and I will not rest until they are held accountable for every **crime** they’ve covered up.

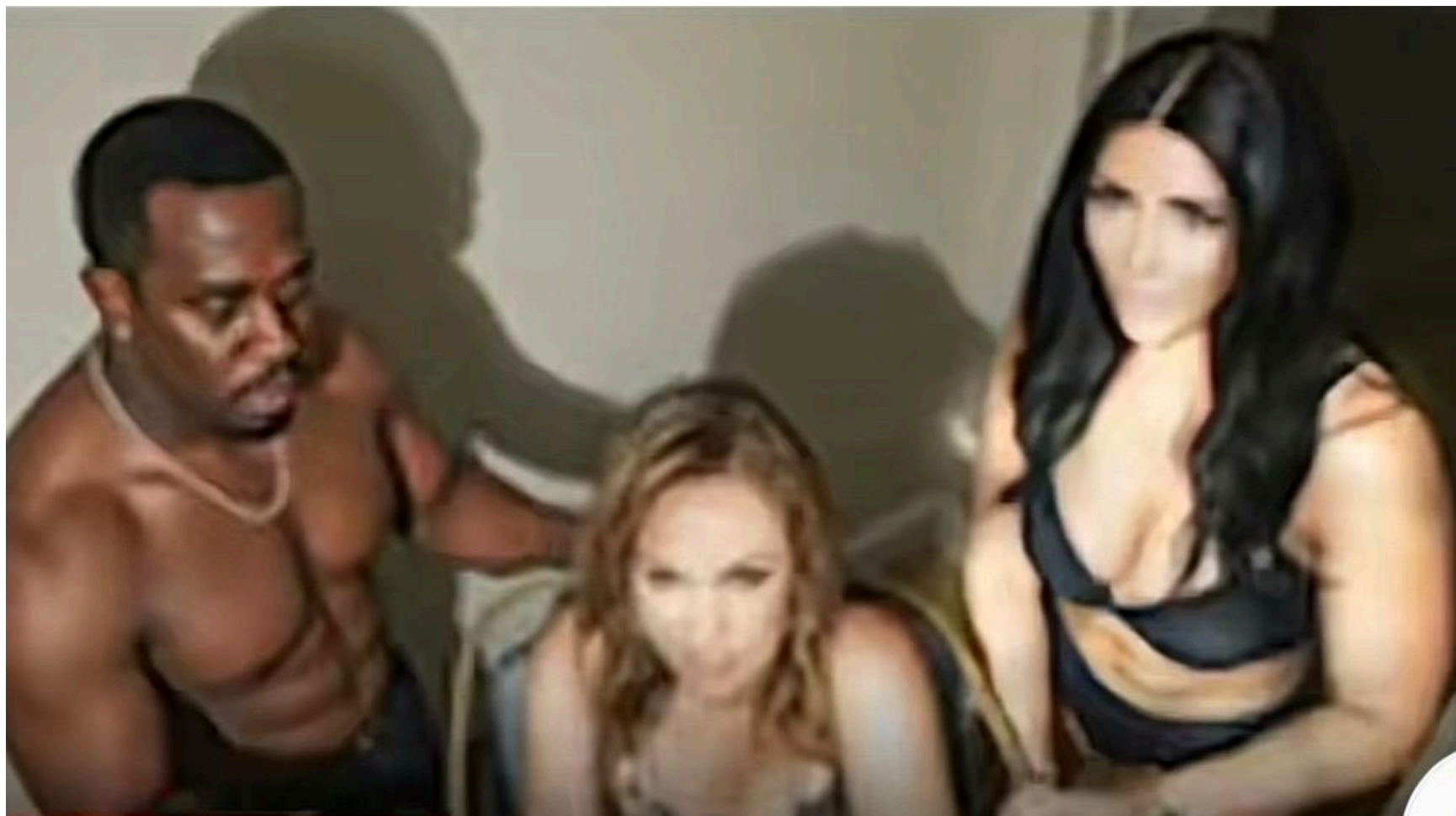
The Girardi Connection: Missing Evidence, But Not for Long

Let’s talk about the **Girardi Syndicate**, because this is where **Allred, Pellicano, and Freeh have blood on their hands**. **Tom Girardi**—once a pillar in the legal community—was using his connections to extort and manipulate the judicial system. **Gloria Allred** and her friends helped protect him, shielding his crimes while publicly presenting themselves as advocates for justice. Even now, as key pieces of **evidence** in Girardi’s fraud cases mysteriously go missing, I am **demanding** accountability. But I have news for you: **backup copies of the evidence** exist, and when they’re revealed, they’ll be the **end** of this disgusting cover-up. exclusive pictures first published by shockya.com

The Epstein Book: It’s Time for You to Release It

How much longer will you allow this travesty to continue? The **Epstein book**—a document that reveals everything about **Allred, Pellicano, Freeh, Spielberg, Epstein, Diddy, Weinstein**, and **Oprah**—must be released **now**. You know the power these figures wield over the public and the justice system, and you also know that this book holds the key to exposing the full depth of their depravity. **Release it**, and end this game of corruption. We deserve to know who’s been **pulling the strings**, who’s been **enabling the abuse**, and who’s been **getting away with murder** for far too long.

Public Challenge: Investigate, Expose, and Act



exclusive picture – first published by my site shockya.com – courtesy Courtney Burgess

Here’s my challenge to you, **Christopher Wray**: stop hiding behind your desk. **Investigate, expose, and act.** Don’t just issue another round of bureaucratic statements and hide behind the excuse of “process.” We’ve seen enough. I challenge you to expose **Gloria Allred, Anthony Pellicano, Louis Freeh, Steven Spielberg, Jeffrey Epstein, Diddy, Harvey Weinstein, and Oprah Winfrey** for their **collusion, crimes, and abuses.** These people **have destroyed lives,** and they continue to walk free. They **must** be held accountable.

And while you’re at it, **release the Epstein book.** We need **full transparency** and justice for the **victims** of these monsters.

The Walls Are Closing In

The walls around those responsible for this network are closing in. **Jaguar Wright, Courtney Burgess, Daniel Kapon, Adria English,** and many others are bravely coming forward with their testimony. These survivors and whistleblowers are speaking out against the corruption and abuse they’ve suffered, and their voices will not be silenced any longer. You can either keep hiding and protecting these criminals, or you can be on the right side of history and **act. The time for protection is over.**

I am demanding that you **act.** The evidence is there. The victims are speaking. It’s time for you to do something about it.

I look forward to seeing how you will respond to this challenge.

Sincerely,

Alki David

Entrepreneur, Advocate, and Relentless Opponent of Corruption



[« Capitol Hill Scandals: A Sewer of Corruption Why Wait 20 Years? Dear Mel Gibson and Denzel – And Why Pete Hegseth Stands Above It All Washington Expose Them Or Shutup & Shutup. »](#)



By **Alki David**

Alki David — Publisher, Media Architect, SIN Network Creator - live, direct-to-public communication, media infrastructure, accountability journalism, and independent distribution. Born in Lagos, Nigeria; educated in the United Kingdom and Switzerland; attended the Royal College of Art. Early internet broadcaster —

participated in real-time public coverage during the 1997 Mars landing era using experimental online transmission from Beverly Hills. Founder of FilmOn, one of the earliest global internet television networks offering live and on-demand broadcasting outside legacy gatekeepers. Publisher of SHOCKYA — reporting since 2010 on systemic corruption inside the entertainment business and its expansion into law, finance, and regulation. Creator of the SIN Network (ShockYA Integrated Network), a federated media and civic-information infrastructure spanning investigative journalism, live TV, documentary, and court-record reporting. Lived and worked for over 40 years inside global media hubs including Malibu, Beverly Hills, London, Hong Kong and Gstaad. Early encounter with Julian Assange during the first Hologram USA operations proved a formative turning point — exposing the realities of lawfare, information suppression, and concentrated media power. Principal complainant and driving force behind what court filings describe as the largest consolidated media–legal accountability action on record, now before the Eastern Caribbean Supreme Court. Relocated to Antigua & Barbuda and entered sustained legal, civic, and informational confrontation over media power, safeguarding, and accountability at Commonwealth scale.

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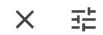
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Curtis Weldon curt@curtweldon.com via curtweldon.onmicrosoft.com to Alki@filmon.com

Hello Alki,

We both lost a great friend and true patriot when John Quirk passed. John had been helping me since Deep State scum disrupted my las Deep State scum who tried to stop Trump.

John introduced us right before his death and I wanted to connect.

Curt Weldon
MC 87-07
Vice Chair - HASC
Vice Chair - HHSC
484-340-9944
Sent from my iPhone



Curtis Weldon

www.ANAKANDO.com

Curtis

<https://www.shockya.com/news/2025/10/04/cbs-president-brian-graden-raped-me-too/>

Alki David
Founder & CEO Anakando Ltd.

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DECLARATION OF JEREMY ESCHERICH.

I, Jeremy Escherich declare:

1. I have personal knowledge of the facts stated below, and if called as a witness, I would and could testify competently to them.

2. I served as one of Rovier Carrington's manager from mid 2010 to February 2012.

3. During the time I served as Rovier's manager, he went by the stage name "Trend Rovheir".

4. Throughout our working relationship, Rovier confided in me that Mr. Brian Graden drugged, raped and recorded him when he was underage after the two met at MTV headquarters in Santa Monica, CA.

5. In October 2010, I was apart of Mr. Carrington's Reality Show, "The Life of a Trendsetter" – and I was with him when it was posted on Youtube.com.

6. Mr. Reno Logan of Paramount Pictures contacted Mr. Carrington the same day of the posting and requested they meet immediately at Paramount Pictures.

7. I have met Mr. Logan on multiple occasions and had multiple meetings with him, and Rovier at Reno's office on the Paramount Pictures lot. Mr. Carrington had an extensive relationship with Reno, from October 2010 to June 2011. During this period, Mr. Carrington exchanged hundreds of text messages and emails with Mr. Logan, and corresponded with him on a daily basis.

8. Within a-week of being at Paramount Pictures, Rovier was introduced to Sumner Redstone.

9. In late October 2010, I went to Paramount Pictures with Daniel Jackson, as Rovier had a meeting with Sumner Redstone inside Sumner's town car, which was feet away from Daniel and I. Sumner demanded Rovier meet with him to discuss his loyalty with Viacom. Once Rovier exited the car, his pants and belt were undone. Rovier explained Sumner had removed his pants in order to massage his penis despite Rovier declining Sumner's advances. Rovier said he repeatedly said stop,

1 however, Sumner wanted to size him up for Brad Grey. Sumner relayed, Rovier's projects would be
2 released, if he could be loyal and remain silent about sexual conduct. Sumner then waved goodbye.

3 10. I am also aware of Mr. Carrington's relationship with Mr. Brad Grey.

4 11. In January 2011, Mr. Grey invited Mr. Carrington to attend the Golden Globe Awards After-
5 Party at the Beverly Hills Hilton. Rovier's friend, Daniel Jackson and I went along. Mr. Grey came up
6 to Rovier, and demanded he leave the party and wait for him in his hotel room, to discuss studio
7 business. Mr. Carrington of course agreed, as he had no other choice, since Mr. Grey was the head of
8 Paramount Pictures. Daniel Jackson, and myself went with Mr. Carrington to Mr. Grey's hotel room.

9 12. When Mr. Grey arrived, he ordered both Mr. Jackson and myself to leave the room, so that he
10 could be alone with Mr. Carrington. While outside the hotel room, I could hear Mr. Carrington
11 screaming, crying, and begging Mr. Grey to stop. This went on for around 15 to 20 minutes.
12

13 13. I saw Mr. Grey leave the hotel room, and then I went inside, and saw Mr. Carrington. His
14 clothes were ripped, and his pants were down, and he was bruised throughout his body, and bleeding
15 from his face and anus. Mr. Carrington's pants, and underwear, were down around his ankles, and he
16 was wearing briefs. Mr. Carrington explained to me that Mr. Grey had just raped him, and had anal
17 sex with him, without a condom. I believe Rovier is telling the truth, and that Brad Grey raped him.
18

19 14. Mr. Carrington informed me that he notified Mr. Logan the next day about what had
20 occurred via email. I have viewed the emails, and based on what I know of the incident, and the
21 relationship between Rovier and Reno, I know all email exchanges are accurate.
22

23 15. Mr. Logan had a vested interest in his relationship with Paramount and Viacom, and therefore,
24 Rovier's refusal to abide by Mr. Grey's commands, would have greatly affected this relationship, as
25 well as the money Reno would have made from production of Rovier's shows, which is why Reno
26 cautioned Mr. Carrington to do whatever Brad, and Sumner Redstone, was ordering him to do.
27
28

1 16. I am also aware of Mr. Carrington's relationship with Ms. Shari Redstone.

2 17. I heard Rovier speaking on the phone with Shari Redstone explaining Sumner, Brad, Reno and
3 Harvey's sexual misconduct towards him. Shari ignored his complaints and instead told him to
4 continue with his hard work.

5 18. I am also aware of Mr. Carrington's relationship with Mr. Harvey Weinstein.

6 19. On February 7, 2011 Mr. Carrington, Daniel Jackson, and I went to the Audi and Weinstein
7 party at the Chateau Marmont. I watched Harvey Weinstein push Rovier into a corner and make
8 sexual advances towards him. I inserted myself and pulled Harvey off of Mr. Carrington.
9

10 20. In mid April 2011, Brad Grey requested Rovier meet him at his Bel Air Home. Rovier agreed
11 and then was required to meet with Sumner Redstone at Paramount Pictures. They both instructed
12 Rovier to meet with Harvey Weinstein at the Peninsula hotel in Beverly Hills that evening. Rovier
13 was told the meeting would be professional and that there would be an actress there that could
14 possibly be casted in Rovier's dark comedy "Inheritance". I joined Rovier at the meeting.
15

16 21. The meeting was set to take place in the bar area of the hotel, however, a female assistant
17 appeared and asked Mr. Carrington to follow her upstairs into Harvey's room. Rovier and I followed,
18 however once Harvey appeared in the hallway near the room, I remained outside while Harvey and
19 Rovier went into the room. Rovier remained in the room for a little over an hour.
20

21 22. Once Rovier opened the door, he was half-dressed and erratic. I saw Harvey naked and yelling
22 at Rovier to "return or else he would regret his decision". Rovier told me that Harvey forced him to
23 perform oral sex while Harvey had cocaine on his penis. Rovier said he became ill after the act - and
24 Harvey went into the shower. Rovier said he lied down on the bed in pain, hoping Harvey would feel
25 remorse, given he could not leave until business was discussed. That was Sumner Redstone and Brad
26 Grey's rule, however, Harvey returned from the bathroom naked and raped Rovier in front of the
27
28

1 female actor. Rovier instantly complained to Sumner Redstone, Brad Grey, and Reno Logan,
2 however, Reno relayed Brad Grey was upset with him and that Sumner was blacklisting him.

3 23. Sumner scolded Rovier and threatened his career in front of Daniel Jackson and me.

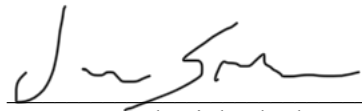
4 24. I can confirm that on June 8, 2011, at the "Super Eight" premiere, Brad Grey sexually
5 assaulted Rovier in the restroom and spat on his face in retaliation for Mr. Carrington exiting on
6 Harvey. I was there. And I heard Brad threatening his career for speaking up about the Harvey rape.
7

8 25. Following this incident, Mr. Carrington received multiple calls from representatives of
9 Viacom and Paramount, requesting him to sign a non-disclosure agreement, and accept money to not
10 report the incident. When Mr. Carrington refused, his relationship with Paramount, and Reno
11 Logan, was effectively terminated, and ended.
12

13 26. In late 2017, I interviewed with Debra Birnbaum of Variety regarding the horrible acts Brian
14 Graden committed against Mr. Carrington. I confirmed to Debra that Brian raped, drugged, and
15 physically and emotionally abused Rovier over a decade's time. Debra asked me about Mr. Graden's
16 and Rovier's working relationship, by which I explained Brian stole "Finding Prince Charming" from
17 Rovier and tried to buy his silence by producing Mr. Carrington's dark comedy, "Heiristocracy",
18 however, Brian became angry and blacklisted him. Debra thanked me for my confirmation.
19

20 I declare under penalty of perjury pursuant to the laws of the State of California, and under the laws of
21 the United States, that the foregoing is true and accurate.

22 Executed this ___ day of October 2019.

23
24
25 
26 _____
27 Jeremy Escherich, declarant.
28



REAL TALK

NEWS

Open Letter to FCC Chairman Brendan Carr: FilmOn, CinemaNow & the Case for Fair Media Regulation



By Alki David

🕒 NOV 4, 2025

OPEN LETTER TO FCC CHAIRMAN BRENDAN CARR

Request for Regulatory Review

By H.E. Alkiviades David — Ambassador-at-Large for the Green Economy (Antigua & Barbuda) | Founder – FilmOn | Hologram USA | SwissX Sovereign Wealth Fund



FCC Chairman Brendan Carr — official portrait (Shockya Media 2025)

Statement of Purpose

This open letter is submitted in the spirit of **transparency and accountability**. The Federal Communications Commission safeguards a public resource—the airwaves—and must ensure they serve the public good. Where concentration or regulatory inertia undermines that mandate, citizens and innovators have a duty to request review.

For more than a decade my companies, including **FilmOn**, have interacted with the FCC and U.S. courts to clarify how lawful online broadcasters may coexist with legacy media. Key questions of market access, fair competition, and accurate classification now also appear before the **Eastern Caribbean Supreme Court (ANUHCV 2025/0149)** and the **King’s Bench Division (KB-2025-001991)**. The following sections summarize the history and policy issues relevant to those filings.

Historical Background — FCC NPRM and Independent Innovation

In 2014 the FCC opened **MB Docket No. 14-261**, a Notice of Proposed Rulemaking titled “*Promoting the Availability of Diverse and Independent Sources of Video Programming.*” Within that record, **FilmOn** was cited as an early lawful online-TV distributor capable of delivering linear programming consistent with the Communications Act. The docket’s recognition of online MVPDs marked a turning point in media competition policy.

Strong resistance from established networks delayed implementation, and the rulemaking was never finalized. As a result, independent OTT operators were left outside formal protections while the largest four conglomerates expanded their advertising and distribution control. The absence of decisive enforcement became a core issue later reflected in international filings.

The California case **FilmOn v. DoubleVerify (2019)** further defined the digital-media landscape by holding that false or reckless business classifications in advertising databases can constitute defamation. That decision is now widely cited as confirming that technology vendors share responsibility for truthful labelling. Together, MB Docket

14-261 and *FilmOn v. DoubleVerify* form a coherent record demonstrating both regulatory opportunity and risk.

I also acquired Best Buy's **CinemaNow**, one of the first digital-film marketplaces, in order to study the effects of market concentration. After continued anti-competitive pressure, the platform was closed, its data preserved for academic and legal reference. The episode underscores the need for updated rules that treat independent broadcasters and digital innovators as partners in the communications ecosystem.

Grounds for Regulatory Review

- Persistent concentration of ownership within four U.S. broadcast conglomerates.
 - Unresolved follow-through on NPRM MB Docket 14-261 and modern MVPD definitions.
 - Need for inter-agency coordination on advertising fraud and online CSAM exposure.
 - Clarification of foreign-ownership limits and public-access obligations.
-

Supporting Evidence & Exhibits

The screenshot shows a webpage with a dark theme. At the top, it says "VIACON The Death of Entertainment" and "FBI WARNING". Below this is a red banner with the text "How CNET/CBS Interactive ignited & fueled the 'Phenomenon of Internet Piracy'". To the left of the banner is a small image of a woman and the text "ENCOURAGED CHILD ATTACKS". Below the banner is a video player showing a man in a suit speaking. Below the video player is a list of four items:

1. CBS / CNET / Legal points with Mike Zeller - prominent copyright litigator
2. Alki David Sues CBS For Justice 4 Artists
3. evidence.cbsyousook.com Video
4. Be a HERO and Help STOP ACTA & SOPA NOW!! By Mike Mozart

Below the list are buttons for "Evidence", "Articles", and "DOWNLOAD THE OFFICIAL LAWSUIT COMPLAINT".

Below the buttons is a section titled "New NYDA List" with a table of evidence. The table has three columns: "type", "trigger", and "title".

type	trigger	title
archive	l yo	- 11 yo dutch preteen ingvild nude sauna rape anal lolita pthc
archive	l yo	- 11 yo dutch preteen ingvild nude sauna rape anal lolita pthc
archive	l yo	01 you're nobody till somebody lo
archive	l yo	Banda Sonora - 2001 Yo Soy Sam (I Am Sam) Score (128) John Powe
archive	l yo	Cashflow 101, v.1.1.0.1. YOWIE No CD Crack (before Update)
archive	l yo	[NDS] 0661 Yoshi's Island DS (U) [zonads.net]
archive	l0 yo	[isoHunt] preteen Michaela 10 yo top nude[1].jpg
archive	l0 yr	Pthc - pedo video 5 minutes girl 10 yr fuck dad
archive	l0 yr	sexo - pr195169-adolescente de 12 anos mpg pedo vicky 10 yr old
archive	l0yo	!!! NEW 2006 !!! Maria 10yo with Dad (pwd 0120)

Exhibit B — Screenshot hosted on Shockya Media illustrating advertising-system irregularities referenced in FCC oversight discussions. All matters are cited as allegations from public filings in KB and ECSC cases.



Exhibit C — Shockya feature showing international cooperation among Prime Minister Gaston Browne, Kash Patel, and Pam Bondi on lawful media-reform and anti-trafficking initiatives.

Case Number :ANUHCV2025/0149

IN THE HIGH COURT OF JUSTICE

ANTIGUA AND BARBUDA

Claim No: [To be assigned by Registry]

BETWEEN:

ALKIVIADES DAVID

of SwissX Island, St. John's, Antigua & Barbuda

Claimant

— AND —

1. **DAVID BOIES**, of Boies Schiller Flexner LLP
2. **GLORIA ALLRED**, of Allred, Maroko & Goldberg
3. **DANI PERETZ**, of Geneva, Switzerland & Tel Aviv, Israel
4. **SHARI REDSTONE**, of Paramount Global, and Caribbean Holdings
5. **DAPHNE BARAK**, of Beverly Hills, California and Tel Aviv, Israel
6. **MICHAEL AVENATTI**, formerly of Eagan Avenatti LLP
7. **TOM GIRARDI**, incarcerated at Federal Medical Center, Butner, North Carolina, USA
8. **BLACK CUBE LTD**, an Israeli-owned private intelligence agency based in London and Tel Aviv, Israel
9. **LIMEWIRE NFT HOLDINGS**, with assets and servers in the Caribbean
10. **EDGAR BRONFMAN SR. (Deceased)**, estate with real property in St. Barthélemy
11. **JOHN BRANCA**, of West Hollywood and Jumby Bay, Antigua
12. **JOHN MCCLAIN**, music executive, of Los Angeles and Bahamas
13. **THE EXECUTIVE MEMBERS OF THE UNITED PROGRESSIVE PARTY (UPP)**, Antigua & Barbuda
14. **And DOES 1-100**


FILED
HIGH COURT
ANTIGUA AND BARBUDA

Submitted Date:17/04/2025 13:21
Filed Date:17/04/2025 13:21
Fees Paid:52.00

Exhibit D — Screenshot of ECSC Case No. ANUHCV 2025/0149 (Antigua & Barbuda) showing default-judgment status; referenced as public record evidence of ongoing litigation.

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Editors' Review Download.com staff July 11, 2025

LimeWire's revival promises a modern, **file-sharing experience**. This [software](#) aims to transcend its peer-to-peer past, offering **updated end-to-end encryption and AI-driven features** for seamless file manipulation and transfer. The platform prioritizes privacy and efficiency, **utilizing blockchain technology and decentralized storage** for a global, user-friendly approach to content creation and sharing.

Exhibit E — Historic LimeWire download page demonstrating post-injunction availability and the need for consistent digital-distribution enforcement.

Requested Actions by the FCC

- Re-examine MB Docket No. 14-261 and update guidance for online MVPD operators.
- Coordinate with DOJ and FTC to ensure advertising platforms do not monetize illegal content or trafficking material.
- Clarify ownership-transparency rules for cross-border media holdings.
- Reaffirm public-access broadcasting as a core civic service.

Information Brief and Closing Statement

This document accompanies filings before the **Eastern Caribbean Supreme Court (ANUHCV 2025/0149)** and the **High Court of Justice (KB-2025-001991)**. All references to misconduct or coordination among corporate actors are cited strictly as **allegations described in those public filings**. The purpose of this correspondence is to encourage lawful regulatory review and inter-agency cooperation.

Respectfully submitted for consideration by the Federal Communications Commission, allied agencies, and independent media-oversight bodies.

H.E. Alkiviades David

**Ambassador-at-Large for the Green Economy (Antigua & Barbuda) | Founder – FilmOn | Hologram USA |
SwissX Sovereign Wealth Fund**

investors@swissx.com | www.shockya.com | www.filmon.com



« [Healing Antigua — How Gassy Dread and Maria Bird-Browne Exposed 300 Cars, Deep-State Corruption, and Sparked a National Awakening](#)

[Hollywood's Hidden Factory: Inside the Global Exploitation of Child and Teen Actors](#) »



By **Alki David**

Alki David — Publisher, Media Architect, SIN Network Creator - live, direct-to-public communication, media infrastructure, accountability journalism, and independent distribution. Born in Lagos, Nigeria; educated in the United Kingdom and Switzerland; attended the Royal College of Art. Early internet broadcaster — participated in real-time public coverage during the 1997 Mars landing era using experimental online transmission from Beverly Hills. Founder of FilmOn, one of the earliest global internet television networks offering live and on-demand broadcasting outside legacy gatekeepers. Publisher of SHOCKYA — reporting since 2010 on systemic corruption inside the entertainment business and its expansion into law, finance, and regulation. Creator of the SIN Network (ShockYA Integrated Network), a federated media and civic-information infrastructure spanning investigative journalism, live TV, documentary, and court-record reporting. Lived and worked for over 40 years inside global media hubs including Malibu, Beverly Hills, London, Hong Kong and Gstaad. Early encounter with Julian Assange during the first Hologram USA operations proved a formative turning point — exposing the realities of lawfare, information suppression, and concentrated media power. Principal complainant and driving force behind what court filings describe as the largest consolidated media–legal accountability action on record, now before the Eastern Caribbean Supreme Court. Relocated to Antigua & Barbuda and entered sustained legal, civic, and informational confrontation over media power, safeguarding, and accountability at Commonwealth scale.

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REAL TALK

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Financial systems are misused not merely as neutral market actors, but as pressure mechanisms capable of coercing and isolating targets into economic collapse

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Meet Alki David: The Billionaire Hollywood Bad Boy Being Sued by Every TV Network

The man behind online TV-streaming service FilmOn -- and pal to Charlie Sheen and Andy Dick -- has the industry seeing red.

BY ERIQ GARDNER OCTOBER 4, 2012 10:30AM





Issue 35 FEA Alki David - H 2012

CHRISTOPHER PATEY



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This story first appeared in the Oct. 12 issue of [The Hollywood Reporter](#) magazine.

At his Beverly Hills mansion, **Alki David**, one of Hollywood's biggest troublemakers, is showing his guests the 16,200-square-foot palace that, according to records, cost him \$16.5 million in 2010. It's one of many places that Alki — as everyone calls him — likes to relax. The others include a mansion in Greece, a ski lodge in Switzerland and several properties in the U.K. His stateside residence allows him to consider the Hollywood of years past — his home used to serve as **Mary Pickford's** hunting grounds, and his neighbors' mansions once belonged to **Sammy Davis Jr.** and **Charlie Chaplin** — as well as to be navel-to-navel with celebrity neighbors, like newcomers to the hood **David** and **Victoria Beckham**.

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PHOTOS: Top 10 Legal Disclaimers in Hollywood

On this night, the 44-year-old Greek immigrant with a net worth of \$1.7 billion is hosting a soiree — if you can call it that. In truth, producers are filming a “party” for a forthcoming TLC reality show tentatively titled *Trophy Wives*, which will feature his third wife, model and fashion designer **Jennifer Stano** (he’s got two sons, **Andrew**, 17, and **Alexander**, 15, from his first marriage). As a DJ plays what sounds like electro-porn-funk at barely audible levels so as not to interfere with the show’s production, the cast moves around the “party” with cameramen tracking them throughout. Alki, after changing \$1,500 silk shirts twice so he’ll look good on camera, regales a crowd of admirers with the tale of how a few days earlier he phoned his wife’s modeling agency pretending to be a john requesting a hooker.

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The whole scene has an eerie, fun house-like quality. But here stands the guy trying to shake up the \$22 billion-a-year TV business by operating what might be the world’s biggest TV-streaming service, FilmOn, an 85-employee company that operates out of a surprisingly nondescript building in Beverly Hills. At least, it’s nondescript for a guy with



Triumph Bonneville motorcycle that once belonged to **Steve Jones** of the Sex Pistols.

In the past few years, TV networks have been resisting the passionate pleas from viewers who want them to stream live television — and not just select events like the Olympics. To do that, executives from the networks and studios believe, would threaten the very underpinning of the modern television industry: TV still is an ad-based business, but ad buyers base what they will pay for commercials on Nielsen ratings — which only measure conventional set viewership. Then, there's the endangered billions of dollars sent by cable and satellite companies to networks for the pleasure of airing such shows as *NCIS* and *The Voice*. Networks use some of this money to purchase shows from studios, which in turn want to prevent any piracy or cannibalization that might threaten revenue from DVD sales and such digital platforms as Hulu and Netflix. Streaming, in short, has become a very dirty word.

STORY: Drake, Chris Brown Offered \$1 Million For Celebrity Boxing Match

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FilmOn, to put it simply, uses millions of small antennas to retransmit live TV, along with movies and original content, to computers and mobile devices throughout the world. The company makes \$24 million a year thanks to subscribers who pay between \$11.95 and \$17.90 a month as well as licensing FilmOn to companies like Lenovo (all of its new computers will have FilmOn preloaded). As a result, Alki has been sued in federal court by CBS, NBC, ABC and Fox for the copyright infringement that came with co-opting their network feeds to service his tens of thousands of customers.



transmitting unique signals for each of its individual subscribers — Alki started a new website, calling it BarryDriller.com to get around the standing lawsuits, and just kept on streaming. Of course, it led to a new round of litigation, most recently from Diller in late August, claiming that Alki had created BarryDriller.com to “mislead the public into believing that Defendants’ service has been judicially sanctioned.” In late September, a judge granted Diller’s request for a preliminary injunction, but Alki remains undeterred. (Today, if you head to BarryDriller.com, you’ll be redirected to CBSYouSuck.com.)

The same guy who lives in the heart of Beverly Hills, prancing around before the glare of reality TV cameras, has been served legal papers that, among other allegations, accuse him of threatening “every revenue model supporting the United States television industry.”

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In the race to, as Diller would put it, pry over-the-air broadcast television out of a closed system dominated by just a few media behemoths, there are the problem solvers like Diller, who, along with Aereo’s CEO **Chet Kanojia**, wants to work with the system by exploring technological work-arounds. Then there are the punks who draw up plans for bloody revolution.

Alki, a self-professed eccentric, definitely is a punk. He doesn’t have the renowned status of Diller. He says things like, “Bucking the trend is inspiring; it makes me realize I exist.” But he also has a 10-figure war chest (\$17 million of which he’s poured into FilmOn) and a new coterie of bad-boy partners — including **Charlie Sheen**, **Ice-T** and **Andy Dick** —



STORY: TV Broadcasters Settle Digital Lawsuit, but Aereo-Like Service won't Die (Exclusive)

Alki's backers don't mind that he is the type of renegade businessman who will offer \$1 million to anybody who would streak in front of **President Obama** (as he did in August 2010), try to engineer a \$10 million purse for a boxing match between **Chris Brown** and **Drake** and fool news outlets into believing he had provided the first live webcast of an assisted suicide. And if Sheen and Ice-T care that Alki's TV-streaming service is subject to lawsuits, it certainly hasn't been enough to compel the actors to resign from FilmOn's board of directors.

"There's a lot happening on the Internet," says Ice-T. "It's always a race. He works out of the box, and it's one of those things where if you got to pick a team, I'll pick the team with a commander who is crazy — because we might win."

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Adds Dick: "I've tried to figure him out. I can't. The only thing I can think of is that he got billions from his inheritance. That has got to skew your brain."

Alkiviades "Alki" David was born in 1968 in Nigeria into a respectable Greek Cypriot family who made its fortune owning Coca-Cola bottling factories in 28 countries. Growing up, he moved around a lot. Alki spent much of his childhood in various countries in Europe, with long stretches in Switzerland and England. Half-jokingly, he refers to himself as a "gypsy," which is somewhat accurate: He always has been a bit of an outsider who prefers to cultivate a community on the fringe rather than assimilate.



natural passion for Alki. When he was young, he would perform in Christmas plays with his cousins, with boys dressing as girls and the girls dressing as boys. His late father, the conservative tycoon who made his money shipping those Coca-Cola bottles, tolerated his behavior until his son went off to Bennington College in Vermont and then the Royal College of Art in London, grew his hair long and became a heavy drug abuser.

During the mid-1990s, Alki says he sobered up; though, really, he merely channeled his intense desire for stimulation in other ways: actor, producer, entrepreneur and world-class prankster. “I’ve tried to live straight,” he says. “It’s utterly boring. We’re born to create and inspire and contribute what we can. I believe I have the ability to infect people with color and laughter.”

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With the help of friend **Duncan Heath**, with whom he started a modeling agency and who now runs one of Europe’s top talent agencies, Alki landed small parts in various movies and TV shows. With his British accent, dark tan skin, thick eyebrows and prominent chin, Alki found himself cast as a “heavy” in the TNT miniseries *The Grid* and a few episodes of the British spy drama *MI-5* as well as alongside **Jason Statham** in 2008’s *The Bank Job*.

Alki also has used some of his wealth to dip into the world of independent film, writing, directing, producing and starring in 2004’s *Freediver* and 2007’s *Fishtales*. “I remember filming the ending scene,” says **Matthew Rhodes**, one of the producers on *Freediver* and now president of Mandalay Vision. “Alki yells ‘Action!’, dives a couple hundred feet off a yacht, jumps on a jet ski, rides it, grabs a girl diving in the water, all while helicopters are



In the process of producing those films, Alki felt he was being ripped off by distributors. Coming from a family of shippers, Alki is sensitive about “pirates,” whom he believes are all over Hollywood. So he developed a digital-delivery system in order to deliver trailers and full-length reels directly to the buyers.

Alki says he realized that going through brokers didn’t make as much sense as going straight to consumers, so his system eventually evolved into FilmOn. Today, despite the legal woes, he streams about 160 live TV channels throughout the world, including his new over-the-air station, L.A.-based KILM, which launched in September and is available on cable TV in upward of 5 million homes in the Los Angeles area.

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If there’s one statistic that Alki likes to throw around, it’s that the average age of the network TV audience is over 40; yet the majority of Internet users who traffic video sites are between 18 and 30. “If networks took the leap [into live streaming], those statistics would change,” he insists, believing that networks could attract younger audiences. (Of course, if they use his platform, he’ll be in a position to reap millions in subscription fees — which he claims he’d planned to share with the networks until they sued him.)

FilmOn was his attempt to push live network TV online, absent any approval needed to do so or any careful plan to avoid courtroom traps. He initially tried to take advantage of an old telecommunications law that allows cable systems to carry local stations by paying small compulsory license fees. The networks offered several reasons why the law never was intended to function this way, and thanks to a lack of focus on his part, Alki didn’t mount much of a challenge when broadcasters obtained a preliminary injunction



VIDEO: FilmOn's Alki David Challenges CBS 'Hypocrisy' on Piracy

But then Aereo came along. The company attracted \$24 million in backing from the likes of Diller, who showed up at a news conference in February to announce this new company would “break the chain” of a controlling TV industry. The TV networks didn’t take too kindly to such a bold proclamation, so they sued Aereo, which led to a decision in July in which a judge turned down the networks’ request for a preliminary injunction. As the broadcasters appealed, Alki looked on, unimpressed by his competitor. “Our system is much better than Aereo’s,” says Alki. “More channels and in more markets.”

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Despite the fact that Alki agreed to pay the networks \$1.6 million to resolve the 2012 lawsuit, he’s moving forward — and a quick look at FilmOn’s website shows that he has resumed streaming network TV. He points to Aereo’s system of having individual antennas assigned to individual customers and says that if a judge has blessed that approach, there should be no reason why his own version of that system shouldn’t pass legal muster. “We have deployed over 2.5 million antennas,” he says, “in major cities all around the country.”

As most of the area children are getting ready for the start of a new school year, Alki enters the Beverly Hills studio of his new over-the-air TV station, practicing his own form of education. KILM (available on all major cable and satellite platforms in Los Angeles, including Time Warner, Dish Network and DirecTV) has been around only a short while, and he already has fired **Janice Dickinson**, a veteran supermodel and



“strategic move” that will teach her a lesson in civility. “She’ll be back,” he says.

But there’s no time for that now. Dick is about to go on air as host of his own show on KILM, which features offbeat programming including a Kato Kaelin talk show, a celebrity fight night, video game competitions and a show called *Alki David’s Road to Hell* (sample episode: Alki offers a guy \$8,000 to tattoo the name of one of his companies on his head). As Dick takes his seat, dozens rush into position. That includes a guy who looks like Chef Boyardee sitting on a couch in front of a poster of **John Lennon** alongside the NRA symbol. It also includes *American Pie* co-star **Thomas Ian Nicholas**, who also now fronts a band and plays **Abbie Hoffman** in the film *The Chicago 8*. He’s Dick’s special guest today, though everyone around gets some screen time, including — at Alki’s passionate urging — the *THR* writer who is trailing him.

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Alki David sits back, admiring what he has unleashed. He enjoys surrounding himself with so many colorful people. That includes Dick, who starts his new show by thanking his boss for giving him a job when nobody else would. Alki met Sheen through **Nick Cassavetes**, who appeared with Alki in the 1997 comedy *Farticus* (which Alki also wrote and directed). Alki and Sheen also are mutual friends of **Lenny Dykstra**, a former Major League All-Star now serving prison time for grand theft auto. And Alki became acquainted with Ice-T through **Malik Spellman**, star of A&E’s *The Peacemaker*, who also hosts a show on FilmOn.tv.

“Alki is an edgy guy who doesn’t mind pushing it,” says Ice-T, who will advise Alki on new



knowing that there's no idea I will bring him that he will shoot down."

As for what Alki gets, Kaelin, a longtime friend who hosts a show for him, explains that Alki doesn't mind embracing misfits. "He doesn't care if you're number one at the box office or if you have a lot of problems. He's full of compassion."

STORY: Barry Diller on Aereo: 'Broadcasters Ought to Cheer Us'

But is compassion, and passion, enough? Is it better to be a cool-headed executive who can work well with others, or is it more effective to be a hot-blooded executive who refuses to take "no" for an answer? Can Alki find the path that will lead to FilmOn's success?

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Sure, he doesn't have much of a formal business plan. FilmOn makes money, but Alki readily will admit it's not profitable. And he's not the type to heed the advice of lawyers or carefully study surveys of what consumers will pay for his service. What he does have is a belief that the Internet will set television free, an astonishing amount of money and, most especially, an ethos.

"Once you get past this image of an eccentric billionaire doing these acts of ridiculous Impressionism," says Alki of his business philosophy, "I am more of a Dali than a Picasso."

It is worth noting that neither of them was a realist.

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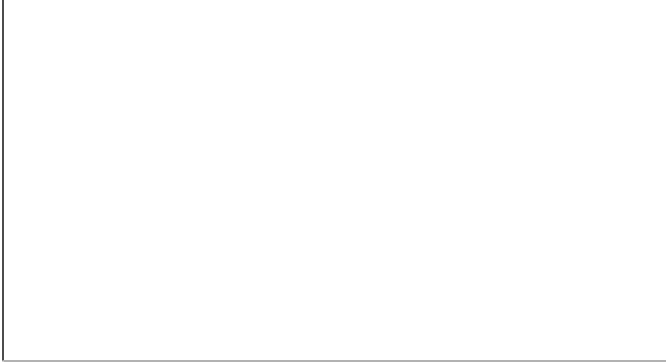
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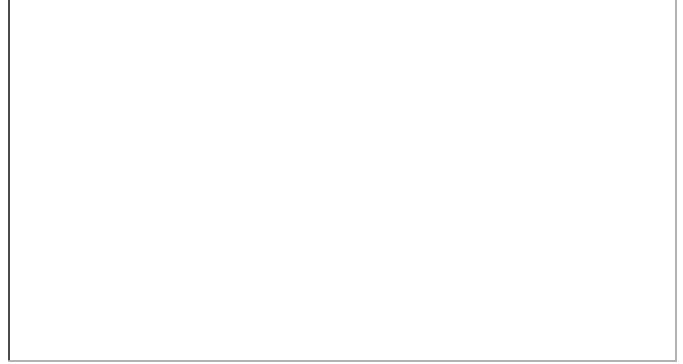


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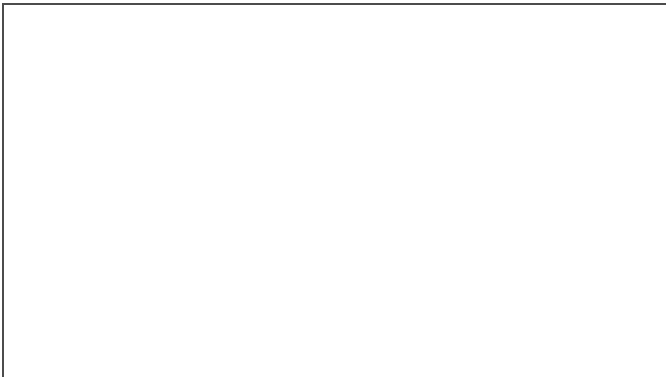
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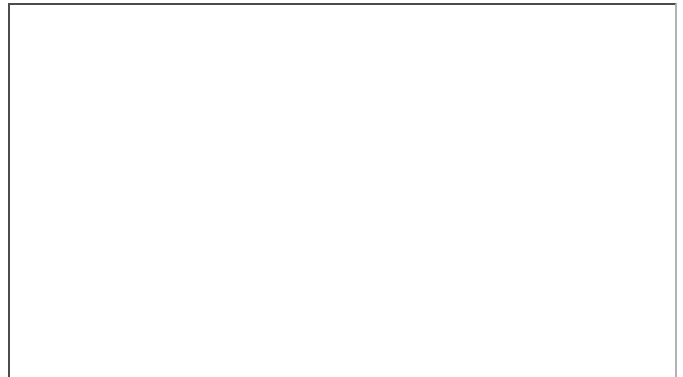
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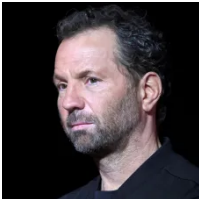
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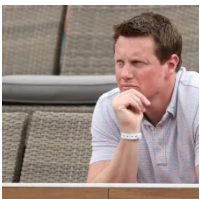
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REAL TALK

NEWS

Open Letter to FCC Chairman Brendan Carr: FilmOn, CinemaNow & the Case for Fair Media Regulation



By Alki David

🕒 NOV 4, 2025

OPEN LETTER TO FCC CHAIRMAN BRENDAN CARR

Request for Regulatory Review

By H.E. Alkiviades David — Ambassador-at-Large for the Green Economy (Antigua & Barbuda) | Founder – FilmOn | Hologram USA | SwissX Sovereign Wealth Fund



FCC Chairman Brendan Carr — official portrait (Shockya Media 2025)

Statement of Purpose

This open letter is submitted in the spirit of **transparency and accountability**. The Federal Communications Commission safeguards a public resource—the airwaves—and must ensure they serve the public good. Where concentration or regulatory inertia undermines that mandate, citizens and innovators have a duty to request review.

For more than a decade my companies, including **FilmOn**, have interacted with the FCC and U.S. courts to clarify how lawful online broadcasters may coexist with legacy media. Key questions of market access, fair competition, and accurate classification now also appear before the **Eastern Caribbean Supreme Court (ANUHCV 2025/0149)** and the **King's Bench Division (KB-2025-001991)**. The following sections summarize the history and policy issues relevant to those filings.

Historical Background — FCC NPRM and Independent Innovation

In 2014 the FCC opened **MB Docket No. 14-261**, a Notice of Proposed Rulemaking titled “*Promoting the Availability of Diverse and Independent Sources of Video Programming.*” Within that record, **FilmOn** was cited as an early lawful online-TV distributor capable of delivering linear programming consistent with the Communications Act. The docket’s recognition of online MVPDs marked a turning point in media competition policy.

Strong resistance from established networks delayed implementation, and the rulemaking was never finalized. As a result, independent OTT operators were left outside formal protections while the largest four conglomerates expanded their advertising and distribution control. The absence of decisive enforcement became a core issue later reflected in international filings.

The California case **FilmOn v. DoubleVerify (2019)** further defined the digital-media landscape by holding that false or reckless business classifications in advertising databases can constitute defamation. That decision is now widely cited as confirming that technology vendors share responsibility for truthful labelling. Together, MB Docket

14-261 and *FilmOn v. DoubleVerify* form a coherent record demonstrating both regulatory opportunity and risk.

I also acquired Best Buy's **CinemaNow**, one of the first digital-film marketplaces, in order to study the effects of market concentration. After continued anti-competitive pressure, the platform was closed, its data preserved for academic and legal reference. The episode underscores the need for updated rules that treat independent broadcasters and digital innovators as partners in the communications ecosystem.

Grounds for Regulatory Review

- Persistent concentration of ownership within four U.S. broadcast conglomerates.
- Unresolved follow-through on NPRM MB Docket 14-261 and modern MVPD definitions.
- Need for inter-agency coordination on advertising fraud and online CSAM exposure.
- Clarification of foreign-ownership limits and public-access obligations.

Supporting Evidence & Exhibits

The screenshot shows a webpage with a dark theme. At the top, it says "VIACON The Death of Entertainment" and "FBI WARNING". Below this is a red banner with the text "How CNET/CBS Interactive ignited & fueled the 'Phenomenon of Internet Piracy'". To the left of the banner is a small image of a woman and the text "ENCOURAGED CHILD ATTACKS". Below the banner is a video player showing a man in a suit speaking. Below the video player is a list of four items:

1. CBS / CNET / Legal points with Mike Zeller - prominent copyright litigator
2. Alki David Sues CBS For Justice 4 Artists
3. evidence.cbsyousook.com Video
4. Be a HERO and Help STOP ACTA & SOPA NOW!! By Mike Mozart

Below the list are buttons for "Evidence", "Articles", and "DOWNLOAD THE OFFICIAL LAWSUIT COMPLAINT".

Below the buttons is a section titled "New NYDA List" with a message body and a table of search results.

SELECT `type`, `trigger`, `title`, `file` FROM hash_matches h order by `type`, `trigger`, `file`

type	trigger	title	file
archive	l yo	- 11 yo dutch preteen ingvild nude sauna rape anal lolita pthc	- 11 yo dutch preteen ingvild nude
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archive	l yo	01 you're nobody till somebody lo	01 you're nobody till somebody lo
archive	l yo	Banda Sonora - 2001 Yo Soy Sam (I Am Sam) Score (128) John Powe	banda sonora - 2001 yo soy sam
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archive	l0 yr	Pthc - pedo video 5 minutes girl 10 yr fuck dad	pthc - pedo video 5 minutes girl
archive	l0 yr	sexo - pr195169-adolescente de 12 anos mpg pedo vicky 10 yr old	sexo - pr195169-adolescente de
archive	l0yo	!!! NEW 2006 !!! Maria 10yo with Dad (pwd 0120)	!!! new 2006 !!! maria 10yo wit

Exhibit B — Screenshot hosted on Shockya Media illustrating advertising-system irregularities referenced in FCC oversight discussions. All matters are cited as allegations from public filings in KB and ECSC cases.



Exhibit C — Shockya feature showing international cooperation among Prime Minister Gaston Browne, Kash Patel, and Pam Bondi on lawful media-reform and anti-trafficking initiatives.

Case Number :ANUHCV2025/0149

IN THE HIGH COURT OF JUSTICE

ANTIGUA AND BARBUDA

Claim No: [To be assigned by Registry]

BETWEEN:

ALKIVIADES DAVID

of SwissX Island, St. John's, Antigua & Barbuda

Claimant

— AND —

1. **DAVID BOIES**, of Boies Schiller Flexner LLP
2. **GLORIA ALLRED**, of Allred, Maroko & Goldberg
3. **DANI PERETZ**, of Geneva, Switzerland & Tel Aviv, Israel
4. **SHARI REDSTONE**, of Paramount Global, and Caribbean Holdings
5. **DAPHNE BARAK**, of Beverly Hills, California and Tel Aviv, Israel
6. **MICHAEL AVENATTI**, formerly of Eagan Avenatti LLP
7. **TOM GIRARDI**, incarcerated at Federal Medical Center, Butner, North Carolina, USA
8. **BLACK CUBE LTD**, an Israeli-owned private intelligence agency based in London and Tel Aviv, Israel
9. **LIMEWIRE NFT HOLDINGS**, with assets and servers in the Caribbean
10. **EDGAR BRONFMAN SR. (Deceased)**, estate with real property in St. Barthélemy
11. **JOHN BRANCA**, of West Hollywood and Jumby Bay, Antigua
12. **JOHN MCCLAIN**, music executive, of Los Angeles and Bahamas
13. **THE EXECUTIVE MEMBERS OF THE UNITED PROGRESSIVE PARTY (UPP)**, Antigua & Barbuda
14. **And DOES 1-100**


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ANTIGUA AND BARBUDA

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Exhibit D — Screenshot of ECSC Case No. ANUHCV 2025/0149 (Antigua & Barbuda) showing default-judgment status; referenced as public record evidence of ongoing litigation.

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Editors' Review Download.com staff July 11, 2025

LimeWire's revival promises a modern, **file-sharing experience**. This [software](#) aims to transcend its peer-to-peer past, offering **updated end-to-end encryption and AI-driven features** for seamless file manipulation and transfer. The platform prioritizes privacy and efficiency, **utilizing blockchain technology and decentralized storage** for a global, user-friendly approach to content creation and sharing.

Exhibit E — Historic LimeWire download page demonstrating post-injunction availability and the need for consistent digital-distribution enforcement.

Requested Actions by the FCC

- Re-examine MB Docket No. 14-261 and update guidance for online MVPD operators.
- Coordinate with DOJ and FTC to ensure advertising platforms do not monetize illegal content or trafficking material.
- Clarify ownership-transparency rules for cross-border media holdings.
- Reaffirm public-access broadcasting as a core civic service.

Information Brief and Closing Statement

This document accompanies filings before the **Eastern Caribbean Supreme Court (ANUHCV 2025/0149)** and the **High Court of Justice (KB-2025-001991)**. All references to misconduct or coordination among corporate actors are cited strictly as **allegations described in those public filings**. The purpose of this correspondence is to encourage lawful regulatory review and inter-agency cooperation.

Respectfully submitted for consideration by the Federal Communications Commission, allied agencies, and independent media-oversight bodies.

H.E. Alkiviades David

**Ambassador-at-Large for the Green Economy (Antigua & Barbuda) | Founder – FilmOn | Hologram USA |
SwissX Sovereign Wealth Fund**

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By **Alki David**

Alki David — Publisher, Media Architect, SIN Network Creator - live, direct-to-public communication, media infrastructure, accountability journalism, and independent distribution. Born in Lagos, Nigeria; educated in the United Kingdom and Switzerland; attended the Royal College of Art. Early internet broadcaster — participated in real-time public coverage during the 1997 Mars landing era using experimental online transmission from Beverly Hills. Founder of FilmOn, one of the earliest global internet television networks offering live and on-demand broadcasting outside legacy gatekeepers. Publisher of SHOCKYA — reporting since 2010 on systemic corruption inside the entertainment business and its expansion into law, finance, and regulation. Creator of the SIN Network (ShockYA Integrated Network), a federated media and civic-information infrastructure spanning investigative journalism, live TV, documentary, and court-record reporting. Lived and worked for over 40 years inside global media hubs including Malibu, Beverly Hills, London, Hong Kong and Gstaad. Early encounter with Julian Assange during the first Hologram USA operations proved a formative turning point — exposing the realities of lawfare, information suppression, and concentrated media power. Principal complainant and driving force behind what court filings describe as the largest consolidated media–legal accountability action on record, now before the Eastern Caribbean Supreme Court. Relocated to Antigua & Barbuda and entered sustained legal, civic, and informational confrontation over media power, safeguarding, and accountability at Commonwealth scale.

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DECLARATION OF Keenan Carter

I, Keenan Carter, declare as follows:

1. I have personal knowledge of the facts set forth herein.
2. I have known Mr. Rovier Carrington since 2009, and I am proud to call him a friend.
3. In November 2010, I had a meeting with Rovier Carrington and Reno Logan on the Paramount Pictures lot, at Reno Logan's office. At the time Mr. Carrington went by the performing name, Trend Rovheir. I will never forget this meeting.
4. At the meeting, Mr. Logan requested that Mr. Carrington and I; play a game. The game consisted of Rovier and I showcasing our acting abilities, in case Paramount Pictures wanted us to be apart of a movie Mr. Logan was casting and producing.
5. Mr. Logan wanted Mr. Carrington to demonstrate his skills in seducing a man, Mr. Logan in particular. Reno instructed Rovier and myself, to take a couple shots of liquor, whereupon Mr. Logan began massaging his penis (under his pants), and asked Rovier, if he was good at "sucking dick", and if Rovier could handle Mr. Logan's penis. Mr. Logan then hugged Rovier from behind, and rubbed his penis against Rovier's anus. Mr. Carrington was uncomfortable and when he said as much, Mr. Logan instructed Rovier to report to Sumner Redstone and do whatever Sumner requested, if Rovier wanted to remain in business with the studio and have his Reality Show and Dark Comedy produced.
6. I have witnessed Reno Logan demanding Rovier to remain silent regarding sexual misconduct Rovier experienced with Brad Grey, Sumner Redstone and Harvey Weinstein. I have personally witnessed Mr. Redstone laugh when Rovier expressed Mr. Grey sexually assaulted him on multiple occasions – and I have witnessed Sumner's daughter, Shari Redstone tell Rovier, Sumner and Brad would no longer sexually abuse him or force him into meetings with Harvey Weinstein that would turn into sexual abuse.

1 7. I am also aware of Mr. Carrington's relationship with Brian Graden.

2 8. Mr. Carrington expressed to me, Mr. Graden raped him when he was underage.

3 9. Throughout 2015 and 2016, Mr. Carrington told me on multiple occasions, Mr. Graden,
4 drugged him prior to having unprotected sex with him, and that Brian recorded videos of their sexual
5 encounters numerous times, without Rovier's consent. Rovier reiterated to me that he was terrified of
6 Brian, as he had committed horrible acts to keep people silent. Rovier explained how he had to keep a
7 good attitude in fear of Brian releasing the sexual videos online or worst, having Mr. Carrington
8 blacklisted or murdered.
9

10 10. During the summer of 2015, I went with Mr. Carrington, Daniel Jackson, and Alex Vega to
11 Mr. Graden's house for an industry party, however, Brian was hosting a "sex party", with more than
12 two-handful of naked males. There were underage and seasoned males. Brian was having unprotected
13 group sex with underage Black and Asian males, which was being recorded by Brian's boyfriend,
14 photographer Ted Sun.
15

16 11. I was horrified at what was occurring inside Brian's home. Mr. Carrington, Alex Vega, Daniel
17 Jackson and I began storming out, however, Mr. Graden grabbed Rovier by the neck, and pushed him
18 against the wall, near the entrance. Brian threatened Rovier's life and career, telling him, his shows
19 would not be produced if he mentioned the underage boys at Mr. Graden's party.
20

21 12. Mr. Graden physically, sexually and emotionally abused Mr. Carrington throughout their
22 relationship – and would threaten to have Mr. Carrington blacklisted, if he ever departed their
23 foundation or told authorities about his behavior – including, the weekly underage sex parties Mr.
24 Graden would have at his home, which were arranged by Mr. Graden and his boyfriend, Ted Sun. The
25 party's guest list included, known Hollywood Moguls and Mr. Graden's attorney, Larry Stein.
26

27 13. Mr. Carrington told me that Mr. Graden would regularly drug him with GHB placed inside his
28

1 cocktails without his consent - and how Mr. Graden would allow his friends and his attorney, Larry
2 Stein to have unprotected sex with Mr. Carrington while he was unconscious in Brian's bedroom.

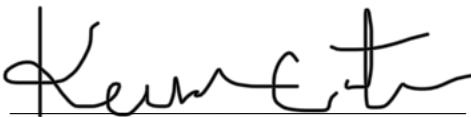
3 14. I have personally seen videos in Mr. Graden's MacBook of Mr. Graden and Larry Stein raping
4 an unconscious Mr. Carrington - and what appeared to be, unconscious male minors of color.

5 15. In late 2017, I interviewed with Debra Birnbaum of Variety regarding the horrible acts Brian
6 Graden committed against Mr. Carrington. I confirmed to Debra that Brian raped, drugged, and
7 physically and emotionally abused Rovier over a decade's time. Debra asked me about Mr. Graden's
8 and Rovier's working relationship, by which I explained Brian stole "Finding Prince Charming" from
9 Rovier and tried to buy his silence by producing Mr. Carrington's dark comedy, "Heiristocracy",
10 however, Brian became crazed and beat Rovier in September 2017 and blacklisted him. Debra
11 thanked me for my confirmation and said several others have confirmed Brian's misconduct.

12 I declare under penalty of perjury under the laws of the State of California, and under the laws of the
13 United States, that the foregoing is true and accurate.

14 Executed this ___ day of August 2018.

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Keenan Carter

MASTER EXHIBIT INDEX

LOSS OF MALIBU PROPERTY THROUGH SYSTEMIC ECONOMIC COERCION

I. REGULATORY FOUNDATION

EXHIBIT AD-FCC.pdf – FCC recognition of FilmOn and CinemaNow

EXHIBIT AD FCC (1).pdf – Supporting FCC documentation

II. MARKET INTERFERENCE

EXHIBIT AD HR BAD.pdf – Internal destabilization evidence

EXHIBIT JE – Jeremy Escherich Declaration

EXHIBIT KC – Keenan Carter Declaration

EXHIBIT DJ – Daniel Jackson Declaration

EXHIBIT AV – Alex Vega Declaration

EXHIBIT MS – Mercedes Stanley Declaration

EXHIBIT PGLOB.pdf – Global systemic pattern

III. MEDIA & CLASSIFICATION LAYER

ACD-18 Pellicano Texts and CCTV Images

CBS / related filings

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Peretz filings

Fugitive Alert deposition

V. PROPERTY EVIDENCE

23768 Malibu.pdf – Property identification

Nissrine Qrib Declaration – Transfer pathway

Nis-confirm.pdf – Confirmation

WME Pellicano.pdf – Corporate linkage

Malibu Times.pdf – Independent reporting

VI. SYSTEM FRAMEWORK

THE SYSTEM diagram – financial coercion model

FINAL STATEMENT:

The Malibu property loss is the result of systemic economic coercion evidenced across all exhibits.

Spring 2005

I have known Brian Graden since I was 17-years-old. We met at MTV's Santa Monica office when I auditioned for MTV's "Next," despite the show's minimum age requirement of 18. The casting director said I did well in the interview, but if I wanted to secure my own episode, it was mandatory I meet with Brian Graden and get his approval, since I was a minor. The casting director noticed that I had to use the restroom and said: "You should relieve yourself before meeting with Graden." I entered the men's restroom alone. Graden entered the restroom immediately after me, locking the door. Graden introduced himself and asked if I was 16? I said 17. Graden said: "Close enough." Graden asked if I wanted to secure a part in "Next?" I said, "I'd like to be on the show." Graden asked me if I knew of the TV show "South Park?" I said yes. Graden said: "I created the show. I can have a character created for you." I asked if I could relieve myself before continuing the conversation. Graden smiled and said: "Yes."

Graden watched me pull out my penis. Graden removed his penis from his pants and asked if we could measure "who's dick is bigger?" Graden said, "I bet mine is bigger." Graden's penis was extremely hard. Graden said: "See how big mine is?" Graden said, "Your cuteness makes me so hard," and it was "only right you suck what you caused." Graden asked me to get on his knees and "please Daddy's dick." I didn't know what to say. Graden got on his knees and put my penis inside his mouth. Graden moaned while performing oral sex on me. Graden stood up, his penis "at attention." Graden grabbed my head and pushed me to my knees. I said, "I didn't know how to suck dick." Graden said, "Open your mouth. I'll help you." I said no. Graden choked me with his hand around his neck and said, "Grow up. Do what Daddy tells you." Graden then shoved his hard penis into my mouth until he came in my throat. Graden held my head in place, forcing me to swallow his

orgasm. Graden said, “Niggas know how to suck dick.” I felt so dirty and used. Graden pulled up his pants and exited the restroom. The casting director entered the restroom while I was still sitting on the floor and said: “Graden approves! When can you film?”

Spring 2016

My friend, Rovier and I were in Graden’s home to discuss Rovier starring in “Finding Prince Charming,” a show that Rovier had created and was set to be produced by Graden’s production company. Larry Stein arrived in order to give legal advice to Rovier (or so Graden said) as Stein said he wanted to represent him. Graden suggested that Rovier sign with Larry because Larry would do anything to make sure that his clients achieved and maintained success. Stein asked Rovier if he had any cash on him. Rovier said yes. Stein asked Rovier to give him a \$100 bill to secure him as his attorney before going into details about the lengths he went to protect his clients. Rovier gave Stein a \$100 bill and hired him.

Graden served Rovier and I cocktails “to celebrate Rovier hiring Larry.” Rovier and I drank them in the kitchen while Graden and Stein went into Graden’s den. Moments after drinking, Rovier became unconscious, collapsing on the kitchen floor. I tried to help Rovier, but found that while my eyes were seeing and comprehending what was going on, I was unable to move my body. I simply sat next to Rovier on the floor, unable to move. We had been given cocktails mixed with a powerful drug.

Graden and Stein entered the kitchen naked. Stein and Graden kissed one another and performed oral sex on each other while laughing at what they did to us.

Stein said, "Let's fuck this Nigger ass." Graden dragged Rovier out of the kitchen while Stein followed. Stein screamed at me: "You're next."

After time had passed, Graden picked me up and carried me into the master bedroom, where Stein was raping Rovier. The room was lit with bright lights directed onto the bed with a camera filming. Graden dropped me onto the bed next to Rovier, who cried out for Stein to stop raping him. Stein eventually stopped and moved onto me. Stein placed his bottom on my lips, screaming for me to taste it. Stein moved his bottom onto my throat while shoving his penis into my mouth. I was unable to control my mouth or body. Stein choked me with his penis while Graden removed my clothes. They turned me onto my stomach and raped me in turn. They did not use condoms. They called us "Nigger," "Nigga," "Black Pussy Boy" and a "Slut" throughout the rape.

I lost consciousness. When I awoke, my clothes were back on my body. I yelled for Graden to delete the video recording of the rape. Graden told me to remain silent, or else I wanted mine and Rovier's careers to suffer, and the video of Rovier and I would hit the internet with only Graden and Stein's faces blurred. Stein seconded the threat.

Case Number :ANUHCV2025/0149

Tue. Oct 7th, 2025 2:51:24 AM

FILED
HIGH COURT
ANTIGUA AND BARBUDA



REAL TALK

Submitted Date:08/10/2025 14:06

Filed Date:08/10/2025 14:07

Fees Paid:22.00

NEWS

Is Paramount Global On The Verge Of Global Collapse?



By Grady Owen

OCT 5, 2025

NUCLEAR FILING — Supreme Court of the Eastern Caribbean Acts as Ravier Carrington Nears Release from Cartel?Engineered Imprisonment

Filed October 5, 2025 | By Grady Owen — Shockya Investigations Unit



Rovier Carrington — image submitted as part of the evidentiary record in *Antigua v. The Hollywood Media Cartel*.
This image is being used strictly for the purposes of ongoing criminal investigations before the Supreme Court of the Eastern Caribbean.

A Chain of Evidence the Media Tried to Bury

The *Supreme Court of the Eastern Caribbean — High Court of Justice (Antigua & Barbuda Circuit)* has received a consolidated record of four sworn declarations — *Mercedes Stanley (2019)*, *Keenan Carter (2018)*, *Witness X a/k/a*

"John Doe" (2005 & 2016), and subsequent supplements through 2019 — now officially recognized as the "Carrington Corroboration Bundle."

The filing, entered under case **ANUHCV2025/0149** (*Antigua v. The Hollywood Media Cartel*), coincides with the imminent release of **Rovier Carrington**, the MTV producer/turned whistleblower whose four year imprisonment the filing describes as a *cartel-engineered perversion of justice*. The Court record argues that Carrington's prosecution was orchestrated to silence his testimony and that his liberation marks the reopening of one of Hollywood's darkest chapters.

From MTV Bathrooms to Paramount Boardrooms

According to the integrated evidence, the abuse pipeline began inside MTV facilities and expanded into Paramount corporate spaces where executives including *Brian Graden, Reno Logan, Sumner Redstone, Shari Redstone, Brad Grey, and Harvey Weinstein* allegedly coerced young talent through drugging, recording, and career threats. By 2014–2016, parties at Graden's Los Angeles residence — filmed by cinematographer *Ted Sun* and supervised by attorney *Larry Stein* — descended into what witnesses describe as the production of child sexual abuse material (CSAM).



Brian Graden — image from earlier *Shockya Investigations* coverage.

“

"In previous Shockya features, Graden's name surfaced repeatedly in sworn testimony describing coercive environments within MTV-era production circles," earlier reports noted. "Those accounts are now under formal judicial review before the Supreme Court of the Eastern Caribbean."

The Carter Declaration Blows Open the Cover?Up

Keenan Carter's 2018 declaration confirms he personally viewed videos on Graden's MacBook depicting assaults on Carrington and unconscious minors, naming both Graden and Stein as perpetrators. Carter also describes contact with *Variety* editor **Debra Birnbaum** in 2017, who allegedly acknowledged that other industry figures had confirmed similar misconduct. Carter's statement now stands as corroboration of Carrington's claims and as evidence that his imprisonment was retaliatory.

Newly Filed Declarations — Vega and Escherich

Two additional sworn declarations expand the evidentiary scope of the proceedings, each corroborating the abuse pattern already established by Keenan Carter and Witness X.

Case Number : ANUHCV2025/0149

FILED
 HIGH COURT
 ANTIGUA AND BARBUDA

DECLARATION OF ALEX VEGA

I, Alex Vega, declare:

1. I have personal knowledge of the facts stated below, and if called as a witness, I would and could testify competently to them.
2. I was casted by Mr. Rovier Carrington for his reality show "The Life of a Trendsetter" in 2014, by which Mr. Carrington created and Executive Produced.
3. My involvement with the show ended when Mr. Carrington agreed to work with Mr. Brian Graden instead of the original Showrunner.
4. I am also aware of Mr. Carrington's relationship with Mr. Brian Graden.
5. Mr. Carrington expressed to me, Mr. Graden raped him when he was underage – and that Brian felt he owned Rovier because he was his first sexual encounter.
6. Throughout 2014 and 2017, Mr. Carrington told me on multiple occasions, that Mr. Graden had drugged him prior to having unprotected sex with him, and that Brian recorded videos of their sexual encounters numerous times, without Rovier's consent. Rovier reiterated to me that he was terrified of Brian, and his attorney, Larry Stein as they had both committed horrible acts to keep people silent. Rovier explained how he had to keep a good attitude in fear of Brian releasing the sexual videos online or worst, having Mr. Carrington blacklisted or harmed.
7. During the summer of 2015, I went with Mr. Carrington, Daniel Jackson, and Actor, [Redacted], to Mr. Graden's house for an industry party, however, Brian was hosting a "sex party", with twenty-thirty naked males. The males were between 15-50-years-old. Brian was having unprotected group sex, which was being recorded by Brian's other boyfriend, photographer Ted Sun.
8. I became infuriated after learning I was invited to such an improper gathering – and by the looks of Mr. Carrington; I knew he wasn't aware of the kind of party we were entering.

Exhibit AV — Alex Vega Declaration (2025) — Confirms on-record witness of events at Graden's residence, filming by Ted Sun, and threats to Carrington.

DECLARATION OF JEREMY ESCHERICH.

I, Jeremy Escherich declare:

1. I have personal knowledge of the facts stated below, and if called as a witness, I would and could testify competently to them.
2. I served as one of Rovier Carrington's manager from mid 2010 to February 2012.
3. During the time I served as Rovier's manager, he went by the stage name "Trend Rovheir".
4. Throughout our working relationship, Rovier confided in me that Mr. Brian Graden drugged, raped and recorded him when he was underage after the two met at MTV headquarters in Santa Monica, CA.
5. In October 2010, I was apart of Mr. Carrington's Reality Show, "The Life of a Trendsetter" – and I was with him when it was posted on Youtube.com.
6. Mr. Reno Logan of Paramount Pictures contacted Mr. Carrington the same day of the posting and requested they meet immediately at Paramount Pictures.
7. I have met Mr. Logan on multiple occasions and had multiple meetings with him, and Rovier at Reno's office on the Paramount Pictures lot. Mr. Carrington had an extensive relationship with Reno, from October 2010 to June 2011. During this period, Mr. Carrington exchanged hundreds of text messages and emails with Mr. Logan, and corresponded with him on a daily basis.
8. Within a-week of being at Paramount Pictures, Rovier was introduced to Sumner Redstone.
9. In late October 2010, I went to Paramount Pictures with Daniel Jackson, as Rovier had a meeting with Sumner Redstone inside Sumner's town car, which was feet away from Daniel and I. Sumner demanded Rovier meet with him to discuss his loyalty with Viacom. Once Rovier exited the car, his pants and belt were undone. Rovier explained Sumner had removed his pants in order to massage his penis despite Rovier declining Sumner's advances. Rovier said he repeatedly said stop.

Exhibit JED — Jeremy Escherich Declaration (2019 / Filed 2025) — Describes assaults involving Brian Graden, Brad Grey, and Harvey Weinstein; links conduct to Paramount/Viacom leadership.

Brad Grey — Paramount Power Broker Turned Central Figure



Brad Grey — former Paramount CEO and longtime associate of Sumner Redstone and Harvey Weinstein.

Grey's name appears prominently across the *Vega* and *Escherich* declarations, cited as both a participant and facilitator in the coercive network that targeted underage talent. The filings describe Grey as part of a closed circle within Paramount's upper management — including Sumner and Shari Redstone — that normalized sexual blackmail as a means of maintaining control over creative assets.

According to sworn statements, Grey's interactions with Rovier Carrington included multiple assaults witnessed by both Vega and Escherich, occurring in Beverly Hills venues such as Dan Tana's and the Chateau Marmont. Grey allegedly acted under the same internal code that shielded Weinstein and Brian Graden, while simultaneously managing entertainment portfolios for Viacom and Paramount's most lucrative properties.

Grey's conduct, as alleged, exemplifies the entanglement of power, profit, and predation that defines the Hollywood cartel now under international judicial scrutiny.

Harvey Weinstein & Brad Grey — Implicated in Filed Declarations



Harvey Weinstein and Brad Grey. Their roles are *implicated as alleged* in sworn statements now before the Supreme Court of the Eastern Caribbean (see **Exhibit AV — Alex Vega** and **Exhibit JED — Jeremy Escherich**).

As reflected in the record, **Exhibit AV** and **Exhibit JED** allege direct assaults and a coordinated pattern involving Weinstein and Grey in connection with the broader enterprise described in the suit. These assertions are presented here strictly as *allegations in filed declarations* now under judicial review.

Alleged Sexual Conduct Described in Filed Declarations

The following sworn declarations, filed under seal or redacted in the public record, describe the alleged sexual activity forming the basis of the criminal referrals now before the Supreme Court of the Eastern Caribbean. All descriptions remain subject to judicial verification.

- **Exhibit KC – Keenan Carter Decl.** — details viewing of recorded assaults on minors.
- **Exhibit AV – Alex Vega Decl.** — recounts events at an MTV-linked residence; full PDF: [read exhibit AV](#).
- **Exhibit JED – Jeremy Escherich Decl.** — outlines assaults allegedly involving executives; full PDF: [read exhibit](#)

JED.

All such material is presented solely as part of the evidentiary record already lodged with the Court; no additional detail is reproduced here to protect victims and comply with judicial privacy orders.

Industry Notice Confirmed

Shockya has obtained *Exhibit DB-1* — a verified Instagram message sent October 5, 2025 at 4:12 AM GMT — in which Ambassador Alkiviades David formally notified Debra Birnbaum that her 2017 interviews are cited in the Court record. The verified screenshot below was filed as part of the official proof of service package:

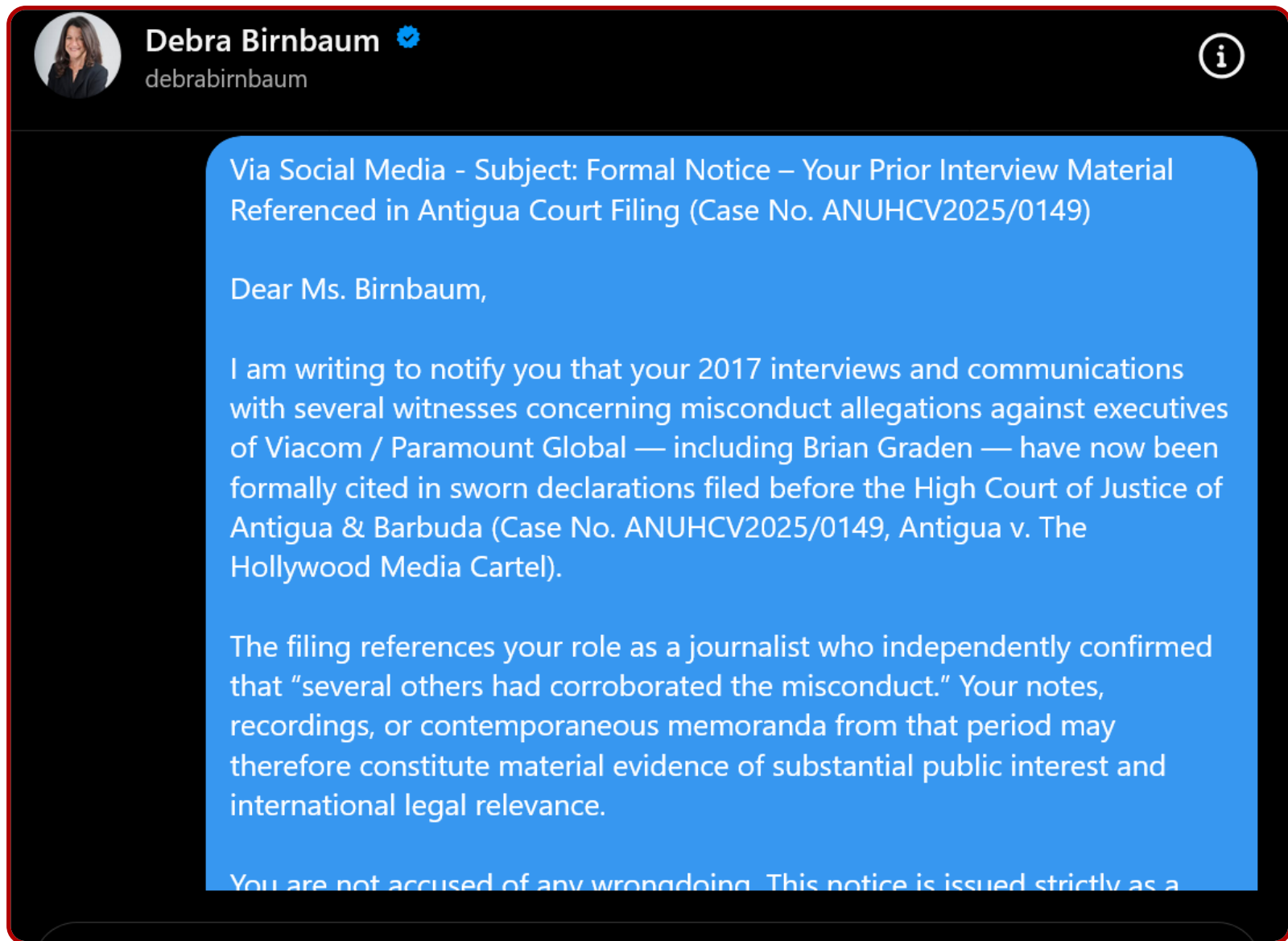


Exhibit DB?1 — Proof of Notice to Debra Birnbaum (submitted 5 Oct 2025)

Sumner and Shari Redstone — Corporate Empire and Syndicate Ties Under Court Review



Sumner Redstone and Shari Redstone pictured with journalist Bill Cohan — image referenced in the Court record.

Filed testimony and exhibits describe Sumner Redstone’s Paramount empire as a bridge between Hollywood’s entertainment monopoly and organized crime financial networks tracing to mid-20th-century operations of Meyer Lansky and Bronfman syndicates. These associations are cited within sworn declarations now entered into the Court record, identifying cross border money movements and legacy corporate structures allegedly extending influence into Viacom, CBS, and affiliated holdings.

According to the filed materials, the Redstone entities acted as a modern continuation of those early networks. The filings further indicate that Shari Redstone’s recent relocation to Israel coincided with public relations ventures reportedly aligned with *Sipur*, as cited in the evidentiary submissions. The Court has received these claims as part of a broader pattern connecting media conglomerates, financial syndicates, and state-aligned propaganda activity under investigation.

Filed Exhibits Now Public

- **Exhibit KC — Keenan Carter Declaration (2018)**
- **Exhibit AV — Alex Vega Declaration (2025)**
- **Exhibit JED — Jeremy Escherich Declaration (2019 / Filed 2025)**
- **Exhibit DB?1 — Proof of Notice to Debra Birnbaum (2025)**
- **Exhibit JD1 — “John Doe” / Witness X Statements (2005–2016)**

Filed under: [#SupremeCourtOfTheEasternCaribbean](#) | [#Antigua v. The Hollywood Media Cartel](#) | [#RovierCarrington](#) | [#BrianGraden](#) | [#BradGrey](#) | [#ShariRedstone](#) | [#SumnerRedstone](#) | [#Paramount](#) | [#Interpol](#) | [#ShockyaInvestigations](#)



[« Alex Spiro Covers For The Hollywood Blackmail Ring – Jay-Z, Diddy, & Kardashians Exposed by Ray J](#)

[Rovier Carrington – The Star Witness At International Human Rights Court That Exposes Hollywood’s Hidden Pedophile Ring »»](#)

By **Grady Owen**



After training a pack of Raptors on Isla Nublar, Owen Grady changed his name and decided to take a job as an entertainment writer. Now armed with a computer and the internet, Grady Owen is prepared to deliver the best coverage in movies, TV, and music for you.

ARCHIVES

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October 2025						

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DECLARATION OF MERCEDES STANLEY

I, Mercedes Stanley, declare:

1. I have personal knowledge of the facts stated below, and if called as a witness, I would and could testify competently to them.
2. I have known Mr. Rovier Carrington since 2010, and I am proud to call him a friend.
3. During our relationship, Mr. Rovier Carrington, who at the time went by the Stage name, “Trend Rovheir”, confided in me that Mr. Brian Graden drugged, raped and recorded him when he was underage after the two met at MTV headquarters in Santa Monica, CA.
4. In June 2010, I was apart of the cast for the reality show "The Life of a Trendsetter", and I went to several meetings with an MTV representative, regarding the production of the show. I departed the show in the fall of 2010 to become a mother – and Mr. Carrington reshot the show with a new cast.
5. Mr. Carrington gained success after posting the Reality Show teaser onto Youtube.com.
6. Mr. Reno Logan of Paramount Pictures contacted Mr. Carrington the same day of the posting and requested they meet immediately at Paramount Pictures.
7. I soon discovered Rovier’s time at Paramount Pictures was not much different than pervious occurrences with other Executives under Viacom. Rovier expressed he had been sexually assaulted by Sumner Redstone, as Sumner locked Rovier in a town car on the Paramount lot and fondled his penis in late 2010. Mr. Brad Grey had also sexually assaulted Rovier on numerous occasions starting in late 2010 through 2011, one assault being inside the Beverly Hills Hilton where Brad forced liquor down Rovier’s throat before raping him in a suite above an after-party, – and lastly Harvey Weinstein, who raped Rovier inside the Peninsula hotel in Beverly Hills in early 2011.
8. When Mr. Carrington revealed this to me, he was extremely upset, crying, and did not know

1 what he should do. He stated he complained to Reno Logan and Shari Redstone, but nothing was
2 done. Sumner Redstone, Brad Grey and Mr. Logan told him, he would become blacklisted throughout
3 Viacom, and the entertainment industry, if he didn't start to play-the-game and remain silent.

4 9. In late 2017, I interviewed with Debra Birnbaum of Variety regarding the sexual assaults
5 committed by Brian Graden against Mr. Carrington. I confirmed to Debra that Brian raped, drugged,
6 and physically and emotionally abused Rovier over a decade's time. Debra asked me about Brian and
7 Rovier's working relationship, by which I explained Brian stole "Finding Prince Charming" from
8 Rovier and tried to buy his silence by producing Mr. Carrington's dark comedy, "Heiristocracy",
9 however, Brian became enraged and beat Rovier in September 2017 and blacklisted him. Debra
10 thanked me for my confirmation and said several others have confirmed Brian's misconduct.

11
12
13 I declare under penalty of perjury under the laws of the State of California, and under the laws of the
14 United States, that the foregoing is true and accurate.

15 Executed this __ day of October 2019.

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18 _____
Mercedes Stanley, declarant.
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Pelicano 2020 >

Jun 18, 2022 at 3:02 PM

I'm on the PCH and it's loaded with traffic I'll be there soon

Jun 20, 2022 at 12:52 AM

shockya.com



Not Delivered

Mar 11, 2023 at 4:28 PM

Los Angeles

Other State Bar employees and members of the agency's governing board also secretly took gifts and other perks from Girardi, the investigators found. The report revealed a previously "not well known" relationship between Girardi and a State Bar prosecutor, Murray Greenberg, who worked at the agency for more than 30 years.

Girardi gifted the prosecutor with meals at Morton's, invitations to Girardi's Super Bowl, Christmas and Thanksgiving parties, and tickets to concert performances by Adele and Santana, investigators found. He did not list the presents on disclosure forms as required by the State Bar.

A Girardi Keese employee recalled Greenberg visiting the law firm's Wilshire Boulevard frequently for closed-door meetings with the powerful attorney. Greenberg, who oversaw the intake department for complaints for years, was involved in closing at least six complaints against Girardi.



Subject

Text Message





Pelicano Contact >

iMessage

May 25, 2023 at 10:18 AM

4310 Ventura Canyon Ave, Unit 12A, Sherman Oaks CA 91423

<https://www.dispatch.com/story/news/2008/07/03/man-gets-18-years-for/23304935007/>

(713) 819-7439. Mary Tibshraeny

This guy tried to break into my house. He's a killer.

4 Photos

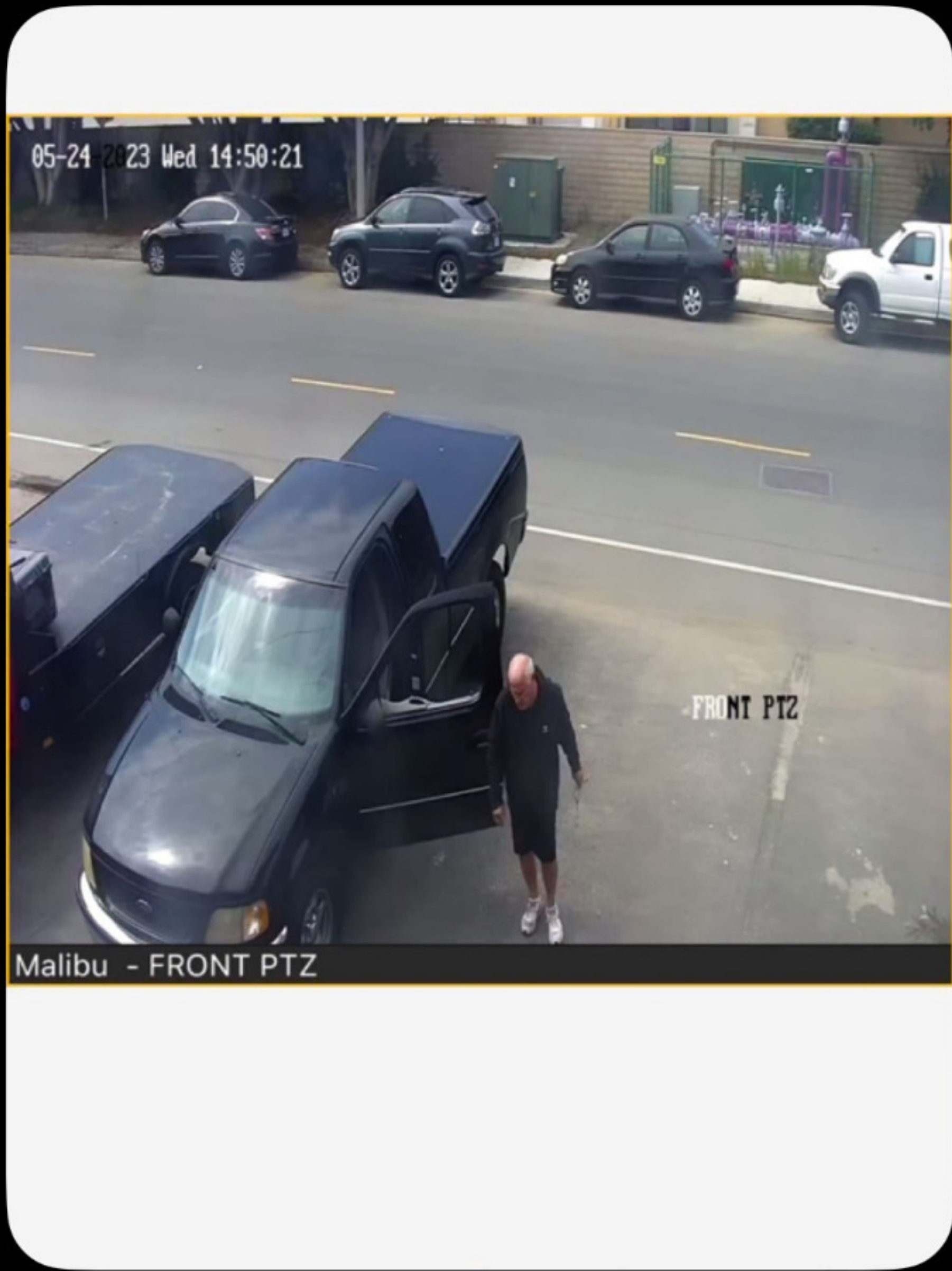
Subject

iMessage



Pelicano Contact >

4 PHOTOS



Get this to Anthony please

May 25, 2023 at 1:14 PM

Subject

iMessage



Pelicano Contact >



Malibu - FRONT PTZ

Get this to Anthony please

May 25, 2023 at 1:14 PM

And who are you?

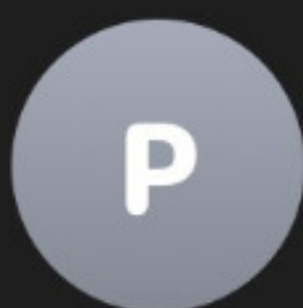
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iMessage





Pelicano 2020 >

Text Message
Jun 16, 2022 at 11:26 PM

23768 Malibu Road,
90265



Not Delivered

23768 Malibu Road,
90265



Not Delivered

+1 (310) 562-5536



Not Delivered

23768 Malibu Road,
90265



Not Delivered

Jun 18, 2022 at 3:02 PM

Subject

Text Message





Pelicano 2020 >

Jun 18, 2022 at 3:02 PM

I'm on the PCH and it's loaded with traffic I'll be there soon

Jun 20, 2022 at 12:52 AM

shockya.com



Not Delivered

Mar 11, 2023 at 4:28 PM

Los Angeles

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Girardi gifted the prosecutor with meals at Morton's, invitations to Girardi's Super Bowl, Christmas and Thanksgiving parties, and tickets to concert performances by Adele and Santana, investigators found. He did not list the presents on disclosure forms as required by the State Bar.

A Girardi Keese employee recalled Greenberg visiting the law firm's Wilshire Boulevard frequently for closed-door meetings with the powerful attorney. Greenberg, who oversaw the intake department for complaints for years, was involved in closing at least six complaints against Girardi.

In one case, Greenberg instructed a colleague to "make it go away," according to the report.



Subject

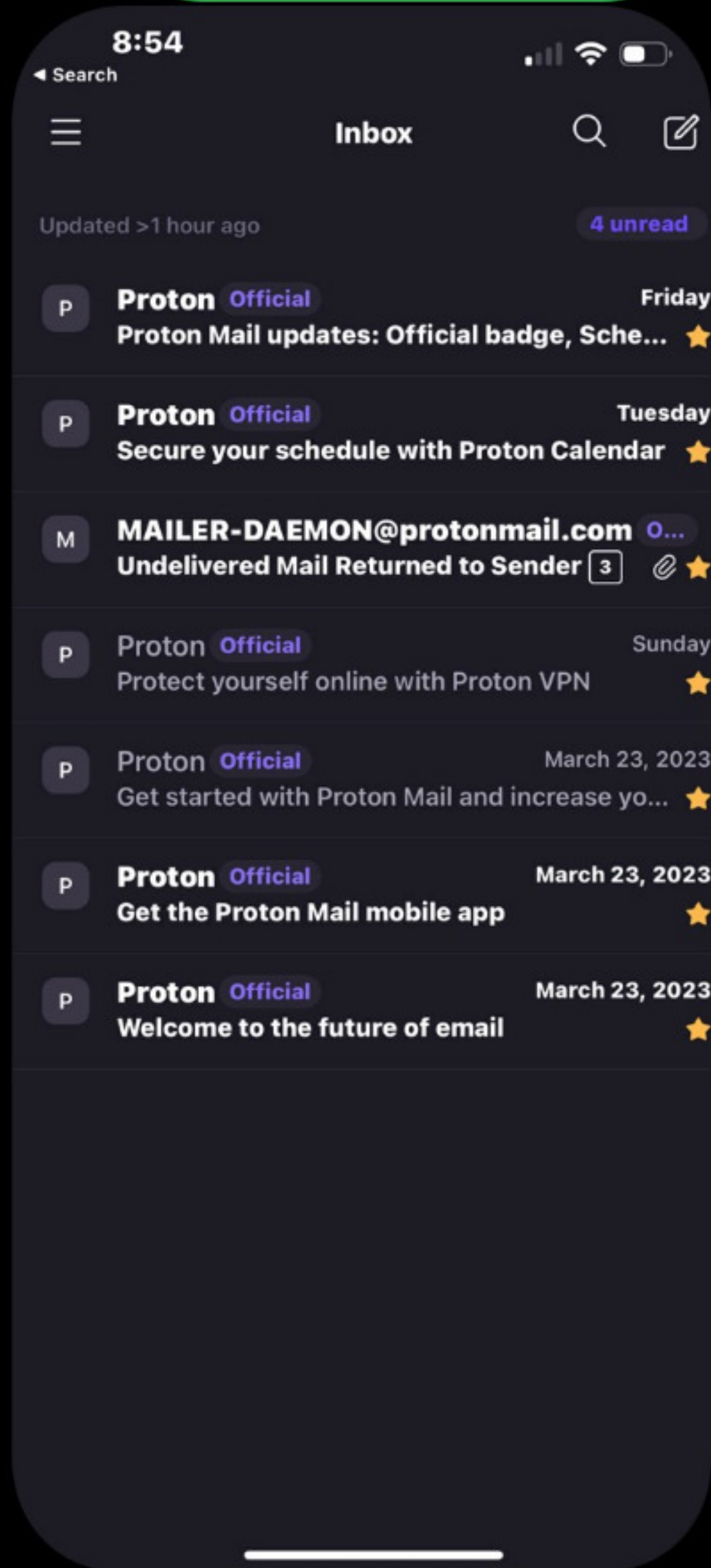
Text Message





I can't stand the another mail client

I used it.



All the bounce backs

Subject
Text Message





Edit

Pelicano 2020

 message

 mobile

 video

 mail

 pay

Contact Photo & Poster

mobile

+1 (310) 562-5536

home

+1 (323) 883-0257



Favorites



Recents



Contacts



Keypad



Voicemail

1031



Edit

Pelicano Contact

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 call

 video

 mail

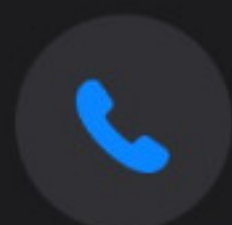
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Contact Photo & Poster

main

[+1 \(323\) 715-5309](tel:+1(323)715-5309)

FaceTime



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DECLARATION OF ALEX VEGA

I, Alex Vega, declare:

1. I have personal knowledge of the facts stated below, and if called as a witness, I would and could testify competently to them.
2. I was casted by Mr. Rovier Carrington for his reality show "The Life of a Trendsetter" in 2014, by which Mr. Carrington created and Executive Produced.
3. My involvement with the show ended when Mr. Carrington agreed to work with Mr. Brian Graden instead of the original Showrunner.
4. I am also aware of Mr. Carrington's relationship with Mr. Brian Graden.
5. Mr. Carrington expressed to me, Mr. Graden raped him when he was underage – and that Brian felt he owned Rovier because he was his first sexual encounter.
6. Throughout 2014 and 2017, Mr. Carrington told me on multiple occasions, that Mr. Graden had drugged him prior to having unprotected sex with him, and that Brian recorded videos of their sexual encounters numerous times, without Rovier’s consent. Rovier reiterated to me that he was terrified of Brian, and his attorney, Larry Stein as they had both committed horrible acts to keep people silent. Rovier explained how he had to keep a good attitude in fear of Brian releasing the sexual videos online or worst, having Mr. Carrington blacklisted or harmed.
7. During the summer of 2015, I went with Mr. Carrington, Daniel Jackson, and Actor, [Redacted], to Mr. Graden's house for an industry party, however, Brian was hosting a "sex party", with twenty-thirty naked males. The males were between 15-50-years-old. Brian was having unprotected group sex, which was being recorded by Brian’s other boyfriend, photographer Ted Sun.
8. I became infuriated after learning I was invited to such an improper gathering – and by the looks of Mr. Carrington; I knew he wasn’t aware of the kind of party we were entering.

1 9. When Mr. Carrington, Daniel Jackson, [Redacted], and I attempted to leave, Mr. Graden
2 grabbed Rovier by the neck, and pushed him against the wall, near the front of the house. Brian
3 threatened Rovier's life and career, telling him, his shows would not be produced if he mentioned the
4 nature of Mr. Graden's party.

5 10. I am also aware of Mr. Carrington's relationship with Mr. Brad Grey.

6
7 11. On the evening of November 6, 2016, I was with Rovier and witnessed Brad and Cassandra
8 Grey, outside of "Dan Tanas" restaurant in West Hollywood. Brad yelled for Rovier's attention. Brad
9 pulled Rovier into him - offered to take Rovier to China to the premiere of Paramount's film "Allied",
10 however, when Rovier refused the invitation, Brad became argumentative while grabbing Roiver's
11 penis. Brad began threatening Rovier, and I distinctly recall Brad saying to Rovier, "Without me or
12 Paramount fucking you, your career will never succeed". Brad and his wife laughed and walked away.

13
14 12. In late 2017, I interviewed with Debra Birnbaum of Variety regarding the sexual assaults
15 committed by Brian Graden against Mr. Carrington. I confirmed to Debra that Brian raped, drugged,
16 and physically abused Rovier over a decade's time. Debra asked about Brian's and Rovier's working
17 relationship, by which I explained Brian stole "Finding Prince Charming" from Rovier and tired to
18 buy his silence by producing Rovier's dark comedy, "Heiristocracy", however, Brian became enraged
19 and beat Rovier in September 2017 and blacklisted him. Debra thanked me for my confirmation.

20 I declare under penalty of perjury under the laws of the State of California, and under the laws of the
21 United States, that the foregoing it true and accurate.
22

23 Executed this __ day of October 2019.
24

25 

26 _____
27 Alex Vega, declarant.
28

NEWS

GASTON BROWNE ADMINISTRATION INKS DEAL WITH ROBERT DENIRO

• DECEMBER 2, 2014 🔥 1,291 📄 2 MINUTES READ



The Gaston Browne Administration on Friday demonstrated that it is serious about its promise to make the sister island of Barbuda a major contributor to the economic development of the twin island state when Prime Minister the Hon. Gaston Browne and international film star Robert De Niro signed a Memorandum of Agreement for an investment project valued at over US \$250 Million.

During a special sitting of the Cabinet of Antigua and Barbuda, Prime Minister Browne and Mr. Robert De Niro, who is a regular visitor to one of Antigua and Barbuda's most prestigious vacation resort Jumby Bay, signed the MOA signaling giving the green light

to the renovation and expansion of the K-Club on Barbuda into an exclusive 5-Star resort.

“We are indeed very delighted that you will be embarking on a very exciting project on Barbuda, transforming the island, making it one of the most exciting islands in the region. Your project has increased interest in Barbuda. The project is attracting additional investors to our country. That is why I am delighted to appoint you as a Special Economic Envoy of Antigua and Barbuda to attract more investments to our twin island state. It is my belief that your celebrity status will attract more American celebrities to Antigua and Barbuda and the Caribbean,” Prime Minister Browne remarked.

Prime Minister Browne added that Barbuda is a diamond in the rough and will make a net positive contribution to the treasury of Antigua and Barbuda. “Your involvement in Barbuda shows that you Mr. De Niro, Mr. James Packer and your team are pioneers and visionary – recognizing that Barbuda represents a unique proposition for investment, giving you the opportunity to carve out a particular niche.”

“My Government is very happy to be a part of this historic and significant moment. Your presence as an international celebrity is of significance and to have you as an investor and a friend of the people of Antigua and Barbuda and an economic envoy is equally significant. Today is indeed an historic day for our nation and we are very pleased to have you and your team here and we are hoping that within thirty days we can conclude the deal and construction can begin in the next twelve months providing employment to the people of Antigua and Barbuda,” Prime Minister Browne told the American actor.

The award winning actor who has appeared in over ninety films, including the Godfather Part II and Raging Bull is also a film director, restaurateur and hotelier. He noted that he is happy and

excited to do business in Barbuda and pointed out the project will be unique and “great.” He also thanked Prime Minister Browne and his Cabinet for accepting his team into the Antigua and Barbuda family and pledges not to let the government and country down.

Parliamentary Representative for Barbuda, where the project is located, the Hon. Arthur Nibbs, outlined that Mr. De Niro is inheriting a great property as the previous owners were people of class and they will be honoured to know that Mr. De Niro has taken over the establishment to renovate and expand under the “Paradise Found” brand. He said Barbudans are anticipating an excellent working relationship going forward.

Prime Minister Browne concluded the brief ceremony in the Cabinet Room by commending Ambassador Gilbert Boustany for executing the agreement and pledges government’s support in ensuring that the project progresses smoothly.

“We expect this project to be one of the most exciting projects in the Caribbean,” he noted. (Government of Antigua and Barbuda)

 Tags antigua and barbuda gaston browne

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BEACH PLEASE!

Robert De Niro Is Building a \$250 Million Hotel on Princess Diana's Favorite Beach

The two-time Oscar winner has chosen the tiny island of Barbuda, once a favorite of Princess Diana, for his new ultra-luxurious hotel project, The Beach Club Barbuda.

BY BLANCHE MARCEL
SEPTEMBER 22, 2025

[SUGGESTED FOR YOU: ROYALS: PRINCESS DIANA'S FAVORITE BEACH](#)

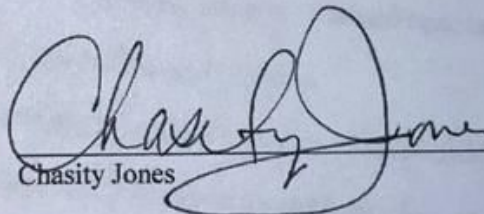
RIZ

RIZ

4. After Elizabeth B. Taylor was terminated in June 2015, Ms. Taylor contacted me on multiple occasions via text messaging. Ms. Taylor asked me to testify that I had witnessed Alki David sexually harass Ms. Taylor "to make her case bigger." I have never been sexually harassed by Mr. David. I once again told Ms. Taylor that I would not testify or be a part of her case. I finally asked her to stop contacting me, which she did.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in Beverly Hills, California, on February 16, 2016.


Chasity Jones

High Court of Justice – Antigua and Barbuda

Case No: ANUHCV2025/0149

BETWEEN :-

Alkiviades David

Claimant

-and-

Attorneys & Cartel Operators

1. Lisa Bloom
2. Joseph Chora
3. Nathan Goldberg
4. Renee Mochkatel
5. Dolores Leal
6. Carole Lieberman
7. Louis Freeh
8. Robert Shapiro
9. Eric Wexler
10. Fred Heather

Plaintiffs Identified in Fraudulent / Coordinated Claims

1. Elizabeth Taylor
2. Mahim Khan
3. Lauren Reeves
4. Chasity Jones
5. Marguerita Nichols (Jane Doe)

Judicial Machinery / Forums (Service via Clerk of Court)
Los Angeles Superior Court Judges

- Michelle Williams
- Terry Green

- Christopher Lui
- Rafael Ongkeko
- Yolanda Orozco
- Thomas Falls

California Court of Appeal – Second District

- Elwood Lui (Presiding Justice, retired)

Media Corporations & Executives

- Paramount Global
Office of the CEO: George Cheeks / Brian Robbins / Chris McCarthy
- CBS Interactive
Jim Lanzone
- Red Ventures
- CNET
- Disney
- ABC
- Vivid Entertainment
- Warner Music Group
- Vivendi
- Universal Music Group
- Sony Music
- Sony Pictures
Ravi Ahuja
- Fox Corporation
Lachlan Murdoch
- News Corp
- Comcast
Brian L. Roberts
- NBCUniversal
- Sipur Entertainment (Israel)

Financial Institutions & CEOs

- Bank of America – Brian Moynihan

- Wells Fargo – Charles Scharf
- Deutsche Bank – Christian Sewing
- Citibank – Jane Fraser
- JPMorgan Chase – Jamie Dimon
- HSBC – Noel Quinn
- Credit Suisse (now UBS) – Sérgio Ermotti / Ulrich Körner (former)
- Prudential – Charles Lowrey
- ICICI Prudential – Anup Bagchi

Enforcers / Fixers

- Anthony Pellicano (Los Angeles)

STATEMENT of SERVICE

I, Martin Wilson, Process Server are currently employed in this matter to effect service by Kent Legal UK, my place of work is at 8th St, Los Angeles, CA 90014, USA I will say as follows.

1. I am of over 18 years of age.
2. I am authorised to make this Affidavit on behalf of the Claimant in this action.
3. I make this Affidavit from my own knowledge except where stated otherwise.
4. I make this affidavit in support of the personal service of proceedings upon the Defendants listed in EXH A attached
5. The following documents:
 - (i) LAWSUIT Authorization codes.pdf
 - (ii) LAWSUIT Cover page and Docs_Alkiviades David.pdf
 - (iii) LAWSUIT mage_evidence_Alkiviades David.pdf
 - (iv) LAWSUIT Claim Form (6).pdf

- (v) LAWSUIT Further Exhibits.pdf
- (vi) Particulars of Claim QR Code (incorporating exhibits).

6. I believe that service has been duly affected in accordance with the procedural rules and applicable international treaties/laws.

Statement of Truth

I believe that the facts stated in this Affidavit are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised by the Claimant to sign this Statement of Truth.

Name and position:

Signed: *Martin Wilson*

Dated: 01st November 2025

Place: New York



Exhibit A - Service Addresses:

1) ATTORNEYS & RELATED OPERATORS — Service Addresses (firm / employer)

- **Lisa Bloom**
The Bloom Firm, P.C.
Address: 20700 Ventura Blvd., Suite 301, Woodland Hills, CA 91364
- **Joseph Chora**
Chora Young LLP (or counsel of record)
Address: 650 Sierra Madre Villa Ave., Suite 304, Pasadena, CA 91107
- **Nathan Goldberg**
(Serve via counsel / firm — if representing Allred matters serve Allred firm)
Suggested service: **Allred, Maroko & Goldberg / Gloria Allred related office**
Address: 6300 Wilshire Blvd., Suite 1500, Los Angeles, CA 90048
- **Renee Mochkatel**
(Serve via counsel/firm)
Suggested service: Rust, Armenis & Schwartz (or counsel of record)
Address: 15760 Ventura Blvd., Suite 700, Encino, CA 91436
- **Dolores Leal**
The Law Offices of Dolores Leal (or counsel of record)
Address: 611 West 6th St., Suite 1675, Los Angeles, CA 90017
- **Dr. Carole Lieberman (psychiatry)**
Professional office (serve via practice or via counsel)
Address: 435 North Bedford Drive, Suite 406, Beverly Hills, CA 90210
- **Louis Freeh**
Freeh Sporkin & Sullivan LLP (or Freeh Group addresses)
Address: 1055 Thomas Jefferson St NW, Suite 204, Washington, DC 20007
- **Robert Shapiro**
Glaser Weil LLP (or counsel of record)
Address: 10250 Constellation Blvd., 19th Floor, Los Angeles, CA 90067
- **Dr. Eric Wexler (psychiatry / UCLA-affiliated)**
Serve via UCLA Health Risk Management / legal counsel for service.
Address for service: UCLA Health Risk Management, 10920 Wilshire Blvd., Suite 700, Los Angeles, CA 90024
(Alternatively: serve via UCLA Health legal counsel / Office of General Counsel at UCLA)

- **Fred Heather**
(If counsel at Gibson Dunn or related firm): Gibson, Dunn & Crutcher LLP
Address: 3161 Michelson Drive, Irvine, CA 92612
- **Anthony Pellicano** (enforcer/fixer)
Serve via known business / counsel address (public):
Address: 9601 Wilshire Blvd., Suite 1200, Beverly Hills, CA 90210
(If represented, serve the attorney of record.)

2) PLAINTIFFS (serve via their counsel / attorney of record; if unknown, serve via Clerk)

- **Elizabeth Taylor** — Serve via counsel of record; if represented by Gloria Allred / firm:
Address: Allred, Maroko & Goldberg (or counsel of record) — 6300 Wilshire Blvd., Suite 1500, Los Angeles, CA 90048
- **Mahim Khan** — Serve via counsel (e.g., The Bloom Firm if represented):
Address: The Bloom Firm, P.C., 20700 Ventura Blvd., Suite 301, Woodland Hills, CA 91364
- **Lauren Reeves** — Serve via counsel of record (e.g., The Bloom Firm): same as above
- **Chasity Jones** — Serve via counsel of record (e.g., Chora Young LLP): 650 Sierra Madre Villa Ave., Suite 304, Pasadena, CA 91107
- **Marguerita Nichols (Jane Doe)** — If counsel of record (Tom Girardi previously represented), serve via counsel; otherwise:
Clerk of Court (LA Superior Court) — service via court clerk (address below)

If plaintiff counsel is not listed or is in dispute, effect service through the Clerk of the Court handling the action (see Court addresses section).

3) JUDICIAL MACHINERY / FORUMS — Service via Clerk of Court

Los Angeles Superior Court (Clerk for service on matters within LA Superior)
Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

California Court of Appeal — Second District (Clerk for service)
300 South Spring Street
Los Angeles, CA 90013

Note: Judges (Michelle Williams, Terry Green, Christopher Lui, Rafael Ongkeko, Yolanda Orozco, Thomas Falls, Elwood Lui) are NOT personally served; filings and any service are routed through the court clerk and proper court processes.

4) MEDIA CORPORATIONS & EXECUTIVES — Registered Agent / Corporate Service (U.S.)

For corporations, the safe method is service on the **Registered Agent (RA)** in the state of incorporation or via CT/CSC as the corporate RA where applicable.

- **Paramount Global**
Registered Agent: CSC – Corporation Service Company (or state-specific RA)
Suggested RA address (CA/NY filings): 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833
(Also service at Paramount Global HQ for business address: 555 Fifth Avenue, New York, NY 10017)
- **CBS Interactive / CNET**
Registered Agent: CT Corporation System
RA address: 330 N. Brand Blvd., Suite 700, Glendale, CA 91203
(Corporate HQ: 51 W. 52nd St., New York, NY 10019 — use RA for formal service.)
- **Red Ventures**
Registered Agent: CT Corporation System (or local RA)
RA address: 330 N. Brand Blvd., Suite 700, Glendale, CA 91203 (use RA service)
- **CNET** (see CBS Interactive above)
- **Disney / ABC**
Registered Agent: CT Corporation System
RA address: 818 W. 7th St., Suite 930, Los Angeles, CA 90017
- **Vivid Entertainment**
Serve at corporate office: 3599 Cahuenga Blvd. West, Suite 400, Los Angeles, CA 90068
- **Warner Music Group / Universal Music Group / Sony Music**
Registered Agent: CT Corporation System (use RA)
RA address: 330 N. Brand Blvd., Suite 700, Glendale, CA 91203
- **Vivendi** (U.S. registered presence) — service via registered agent or corporate counsel (use local RA)
- **Fox Corporation**
Registered Agent: CSC – Corporation Service Company
RA address: 2710 Gateway Oaks Dr., Suite 150N, Sacramento, CA 95833
- **News Corp**
Registered Agent: CSC or CT Corporation (use RA for the state of service)
- **Comcast / NBCUniversal**
Registered Agent: CT Corporation System
RA address: 818 W. 7th St., Suite 930, Los Angeles, CA 90017
- **Brian L. Roberts (Comcast)** — Serve corporate matters via Comcast’s registered agent above or Comcast Corp HQ: Comcast Center, 1701 John F Kennedy Blvd, Philadelphia, PA 19103

- **Sipur Entertainment (Israel)** — Serve via corporate HQ/registered foreign agent; use international service via Hague Convention or local Israeli agent (use counsel to effect service)
- **Sony Pictures Entertainment** (Ravi Ahuja office) — service via RA (CT Corp): 330 N. Brand Blvd., Suite 700, Glendale, CA 91203 (or Sony Pictures HQ: 10202 Washington Blvd., Culver City, CA 90232)

5) FINANCIAL INSTITUTIONS — HQ (service via Registered Agent / Corp Counsel acceptable)

- **Bank of America** (Brian Moynihan) — Bank of America Corporate Center, 100 N. Tryon St., Charlotte, NC 28255 (or service via Bank of America Corporation Registered Agent in relevant jurisdiction)
- **Wells Fargo** (Charles Scharf) — Wells Fargo HQ, 420 Montgomery St., San Francisco, CA 94104
- **Deutsche Bank** (Christian Sewing) — Deutsche Bank AG US offices: 1 Columbus Circle, New York, NY 10019 (use RA / counsel as appropriate)
- **Citibank** (Jane Fraser) — Citigroup Center, 399 Park Ave., New York, NY 10022
- **JPMorgan Chase** (Jamie Dimon) — JPMorgan Chase Tower, 383 Madison Ave., New York, NY 10179
- **HSBC** (Noel Quinn) — HSBC North America HQ: 452 Fifth Ave., New York, NY 10018
- **UBS / Credit Suisse** (Sergio Ermotti / Ulrich Körner (former)) — UBS Americas HQ: 1285 Avenue of the Americas, New York, NY 10019
- **Prudential** (Charles Lowrey) — Prudential Financial, 751 Broad St., Newark, NJ 07102
- **ICICI Prudential** (Anup Bagchi) — Serve at ICICI Prudential corporate address in India or via RA in the jurisdiction where suit is filed (use international service rules)

6) ENFORCERS / FIXERS

- **Anthony Pellicano** — Public business / counsel address (use counsel of record if he is represented): 9601 Wilshire Blvd., Suite 1200, Beverly Hills, CA 90210 (public-facing address historically associated; always attempt service via attorney of record first)

Malibu Today

By the People, for the People

CRIME

SEX CRIMES | CORRUPTION | CRIMINAL JUSTICE | DRUG CRIME | FINANCIAL CRIME | LAW ENFORCEMENT | PROPERTY CRIM

Whistleblower Alleges Hollywood Cartel Engaged in Pedophilia, Asset Theft

Alki David claims WME, CAA, and others profited from child abuse and stole his \$19 million Malibu

Mar. 2, 2026 at 4:55pm

Got story updates?
Submit your updates here. ›

Alkiviades 'Alki' David, the founder of Shockya, has filed a lawsuit in Eastern Caribbean alleging that a Hollywood cartel led by Ari Emanuel, CAA, and others engaged in a pedophilia ring and stole his \$19 million

NTN - April News_V2



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home that was held in his children's trust. David claims the cartel fabricated rape allegations against him to justify the asset seizure, and that the upcoming Paramount-Warner merger is an attempt to consolidate and cover up decades of child abuse and blackmail material.

WHY IT MATTERS

If true, this case could expose a widespread pedophilia and asset theft scandal at the highest levels of the entertainment industry, implicating major figures and companies. The allegations, if proven, would represent a shocking abuse of power and betrayal of vulnerable young talent.

THE DETAILS

According to David, the cartel used tactics like false rape allegations, break-ins, death threats, and rigged receivership sales to steal his \$19 million Malibu home that was held in his children's trust. He alleges the cartel, including figures like Ari Emanuel, Jeffrey Epstein, and the Clintons, profited from a child abuse pipeline and used blackmail to protect themselves. David claims the upcoming Paramount-Warner merger is an attempt to consolidate and bury the evidence of these crimes.

- In 2008, the U.S. Attorney dropped 41 pages of victim impact letters into the sentencing of Anthony Pellicano.
- On October 5, 2025, EXHIBIT PGLOB, the 'Carrington Corroboration Bundle', was filed, exposing a child sexual abuse material (CSAM) factory at MTV and Paramount parties.
- On May 31, 2024, David's \$19.1 million Malibu home was sold in a receivership for just \$16.55 million, well below market value.



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THE PLAYERS

Alkiviades 'Alki' David

The founder of Shockya and the plaintiff in the Eastern Caribbean lawsuit alleging a Hollywood pedophilia and asset theft scandal.

Ari Emanuel

The CEO of WME, which David alleges was part of the Hollywood cartel engaged in pedophilia and asset theft.

Jeffrey Epstein

The disgraced financier whose island and jet were allegedly used by the cartel as an "insurance policy" to protect predators in Hollywood.

Bill Clinton

The former U.S. president who allegedly flew 26 times on Epstein's "Lolita Express" private jet.

Rahm Emanuel

The brother of Ari Emanuel who allegedly provided the "DC muscle" to protect the cartel's operations.

Got photos?

Submit your photos here. >

WHAT THEY'RE SAYING

"Pellicano... created the 'prison' my daughter and I will live in forever... They succeeded."

— Lisa Bonder Kerkorian

"Nightmares about being hunted and raped... I thought I was going to be shot in the head."

— Anita M. Busch

WHAT'S NEXT

Rovier Carrington is about to walk free after being in prison for 4 years for exposing the cartel's alleged child abuse. Clinton connections continue to be investigated. The merger faces scrutiny as a potential attempt to cover up evidence.

NTN - April News_V2

THE TAKEAWAY

If proven, this case could uncover a disturbing web of pedophilia, asset theft, and high-level corruption at the heart of the entertainment industry, with major implications for the power structures in Hollywood and beyond.

MALIBU CRIME

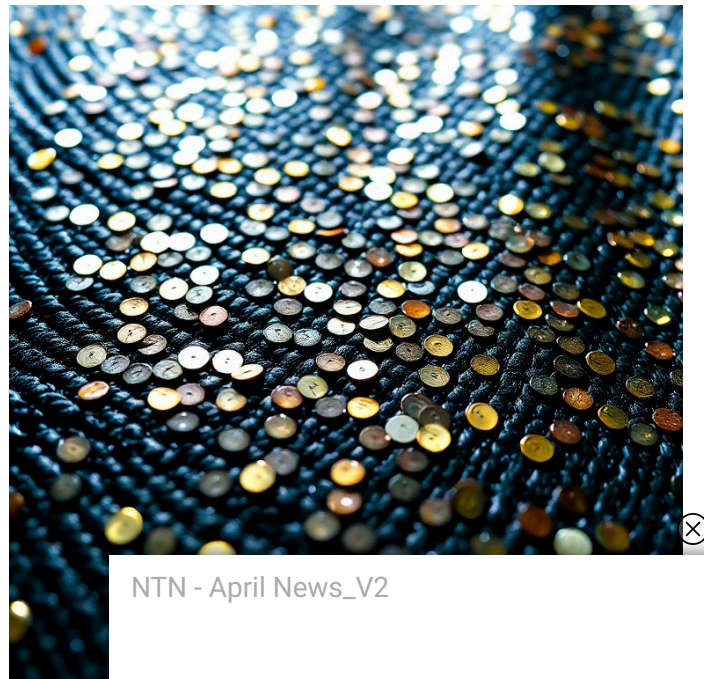
23 Illegal Immigrants Arrested in Panga Boat Smuggling Plot Off California Coast

Farrah Fawcett's Son Redmond O'Neal Faces New Charges After Troubled Past

Accused Double-Murderer Endures Harsh Conditions in LA Jail

MALIBU TOP STORIES

Legendary 70s Bassist Spotted on Rare Malibu Outing



Reality TV Star Kendra Wilkinson Finds Success in Luxury Real Estate



Rams Star Puka Nacua Enters Rehab After New Year's Incident



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Days celebrated



18,552



Ways to celebrate



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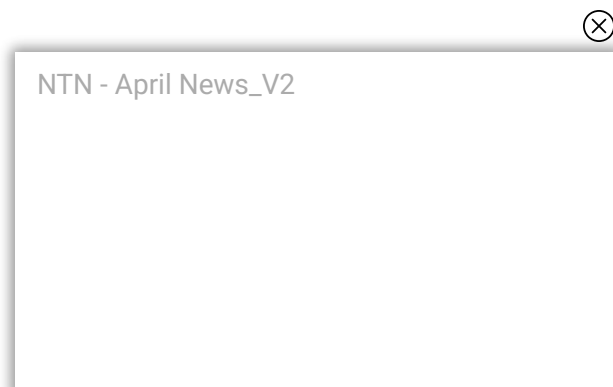
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By Recipient

POPULAR HOLIDAYS

National Girlfriend Day

Day of the Dead

National Boyfriend Day

National Sons Day

Mexican Independence Day

Pride Month

National Best Friends Day

National Daughter Day

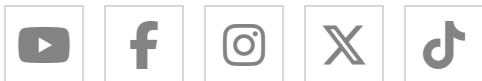
World Bicycle Day

National Dog Day

About National Today

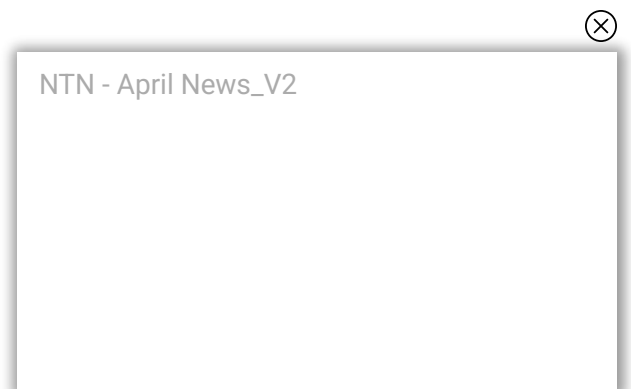
We keep track of fun holidays and special moments on the cultural calendar — giving you exciting activities, deals, local events, brand promotions, and other exciting ways to celebrate.

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REAL TALK

NEWS

WME PEDOPHILE RAPE FACTORY: Ari Emanuel's Hollywood Cartel – From Pellicano's Terror Squad to Paramount's Child Abuse Pipeline to the Epstein-Clinton-Emanuel Nexus – My Malibu Road Heist and the Victims Who Won't Stay Silent



By [Alki David](#)

MAR 2, 2026

WME PEDOPHILE RAPE FACTORY: Ari Emanuel's Hollywood Cartel – From Pellicano's Terror Squad to Paramount's Child Abuse Pipeline to the Epstein-Clinton-Emanuel Nexus – My Malibu Road Heist and the Victims Who Won't Stay Silent

[SHOCKYA](#)

[Operation Allred & Diabolik \(Aug 24, 2025\)](#)

[The Dark Side of Gloria Allred Exposed \(A](#)



By Alkiviades "Alki" David Shockya Real Talk Investigations Unit March 2, 2026 | Filed in Antigua High Court ANUHCV2025/0149



EVIDENCE DROPS: The Supreme Court of the Eastern Caribbean just got the receipts. Two sealed exhibits — **PEL** ([Pellicano Victim Impact Letters](#)) and **PGLOB** (Paramount Global Cartel Exposé) — prove the Hollywood machine is a **pedophile rape factory** run by agents, managers, and executives who profit from the blood, tears, and stolen assets of their victims.

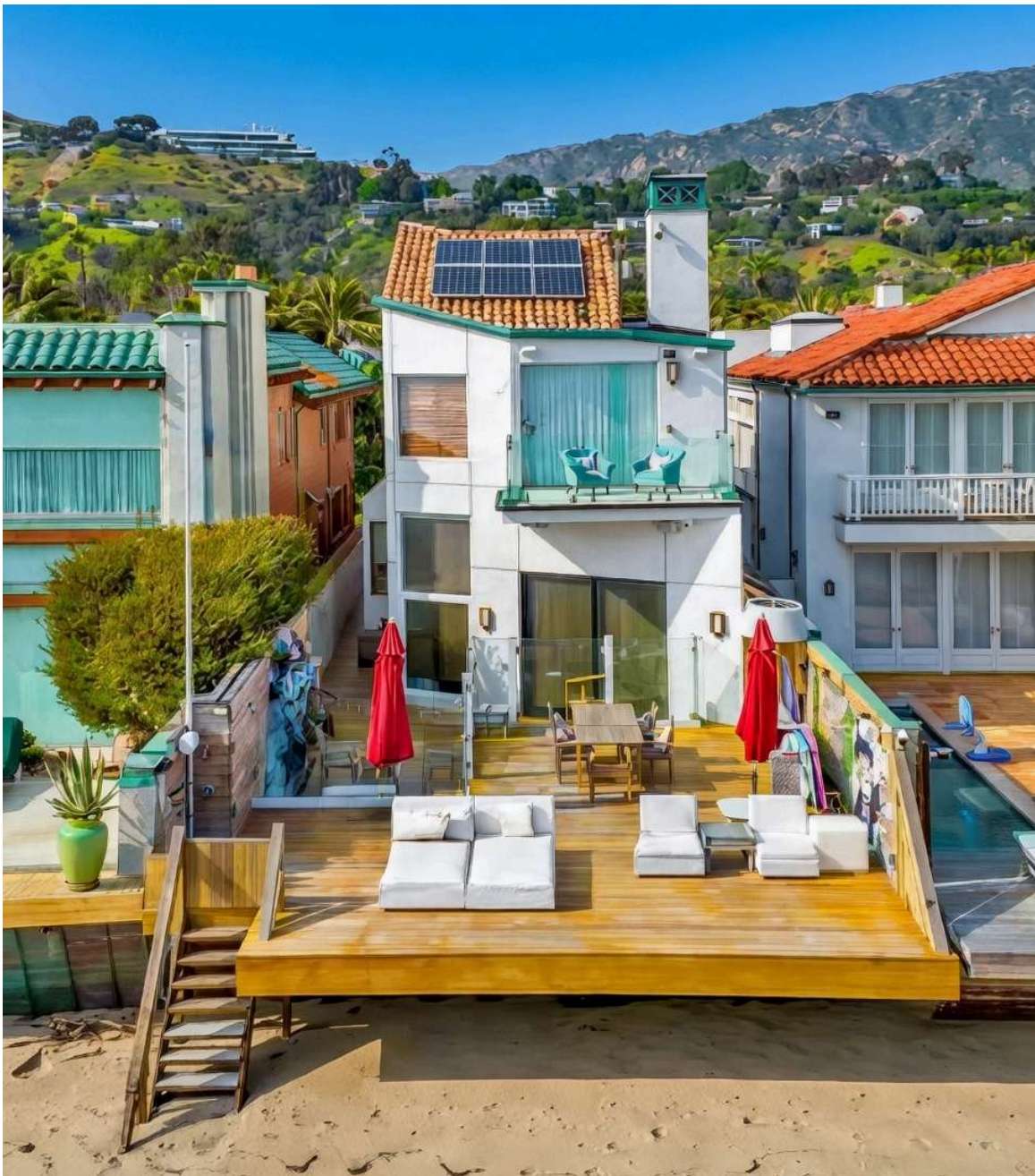
William Morris Endeavor (WME) under **Ari Emanuel** – That's the new face of the same old syndicate. They don't just enable the abuse — they **package it, commission it, and actively sell talent into these pedo circles**. And when a whistleblower like me fights back?



Convicted Felon Anthony Pellicano

They steal your \$19 million Malibu mansion at **23768 Malibu Road** — a stunning oceanfront gem I had beautifully renovated and was set to sell for **\$30 million** or more. Instead, they forced it into a rigged receivership sale for just **\$16.55 million** in 2024 — robbing me of over \$10–13 million in value while the cartel pockets the difference.





The house actually belonged to my children — it was held in their trust. It was the **last remaining asset** they had after everything else had been stripped away because of all these **wrongful accusations** leveled against me by the same syndicate. They accused me of raping girls they coached and set up — fabricating stories through their controlled channels (lawyers like the Girardi-Allred network, media plants, and corrupt insiders) to flip the script, paint the victim as the predator, and justify the asset grab. These smears destroyed my family's financial security, destabilized the children's inheritance, and paved the way for the fraudulent seizure of their trust property.





Convicted Killer – Terry Vance Luce showed up at my house a week after Pellicano was there. A week after that i was [raided by paid for Sheriff's gangs](#)

To silence me and destroy my credibility, they manufactured these false rape narratives — the same playbook they used on Rovier Carrington, Anita Busch, and others: engineer smears, prosecutions, or civil hits, and bury the truth under defamation and intimidation.

ShockYA: Allred • Girardi • Emanuel



Fixers Gloria Allred and Tom Girardi (imprisoned) with Pellicano centered are used by Emanuel.

Ari Emanuel and Jeffrey Epstein did this a lot together — leveraging overlapping networks of power, blackmail, and elite protection. Epstein's flight logs, island operations, and connections provided the ultimate insurance for Hollywood predators, while Emanuel's agency kept commissions flowing and talent moving through the pipeline.



Confronting Gloria Allred In Malibu Car Park and more...





Above the now famous confrontation of Gloria Allred by Alki David in Malibu.

Now the cartel is trying one last desperate move: the **Paramount-Warner merger** — a classic revolving-door consolidation built on the **legacy CSAM networks** from the Pellicano/Paramount/MTV era. Same players, same crimes, new corporate umbrella to bury the evidence forever.

This isn't conspiracy. This is **court-filed fact + the fracturing empire** Shockya exposed on March 1, 2026.

The Pellicano Blueprint: Hollywood's Original Enforcer (EXHIBIT PEL)

In 2008, the U.S. Attorney dropped **41 pages of victim impact letters** into the sentencing of Anthony Pellicano. Those letters are now **EXHIBIT PEL** in my Antigua filing.



[Britney Spears Raped By Multiple Men & Women – Michael Jackson Beaten – Epstein's Blackmail Empire Fractures — Power Structures Now Exposed](#)

Read the screams:

- **Lisa Bonder Kerkorian**: "Pellicano... created the 'prison' my daughter and I will live in forever... They succeeded."
- **Anita M. Busch**: "Nightmares about being hunted and raped... I thought I was going to be shot in the head."
- **Erin Finn, Jude Green, Heidi Gregg**: Break-ins, death threats, brakes slashed, murder plots on tape.

Who hired Pellicano? **Emanuel, Brad Grey, Sumner Redstone** — the same names now in the PGLOBAL exhibits.



Paramount Global: The MTV-to-Boardroom Pedo Pipeline (EXHIBIT PGLOB)

EXHIBIT PEL + EXHIBIT PGLOB are now consolidated in ANUHCV2025/0149: Antigua v. The Hollywood Media Cartel.



[EXHIBIT-PGLOB](#) Download

EXHIBIT PGLOB (filed October 5, 2025) is the “Carrington Corroboration Bundle.” It exposes how Brian Graden, Brad Grey, Sumner and Shari Redstone, Harvey Weinstein, and their lawyers turned MTV bathrooms and Paramount parties into a **child sexual abuse material (CSAM) factory**.

- **Rovier Carrington:** Wrongfully imprisoned for **4 years** after exposing the ring. Nearing release.
- **Keenan Carter, Alex Vega, Jeremy Escherich** (sworn declarations): Videos on Graden’s MacBook, parties filmed by Ted Sun, assaults at Dan Tana’s and Chateau Marmont involving Graden, Grey, and Weinstein.

Revolving Doors: The Paramount-Warner Merger Built on Legacy CSAM Networks

The same executives who ran the Pellicano terror squad and the Paramount CSAM pipeline are now engineering the **Paramount-Warner merger** — a revolving-door masterclass designed to consolidate the evidence, launder the profits, and give the old networks a shiny new corporate shield.

Brad Grey’s successors, the Redstone family, and the Viacom/Paramount old guard are sliding straight into Warner Bros. Discovery boardrooms. Same revolving door that protected Epstein’s clients now protects the legacy CSAM operation. The merger isn’t about “synergies” — it’s about burying the Carrington videos, the Graden MacBook files, and the decades of blackmail material under one massive, too-big-to-fail media conglomerate.

While Ari Emanuel’s WME packages the deals and collects the fees, the cartel quietly merges the crime scenes.



The Epstein-Clinton-Emanuel Nexus: The Political & Blackmail Shield

Jeffrey Epstein's island and jet were the ultimate insurance policy. Bill Clinton flew **26 times** on the Lolita Express. Ghislaine Maxwell was the recruiter. Ari Emanuel himself compared CAA agents to Maxwell during #MeToo — while his own agency kept the pipeline flowing.

Rahm Emanuel — Ari's brother — provided the DC muscle. The Emanuel brothers built the Chicago-Hollywood-DC pipeline that protected Epstein, the Clintons, and the entire operation for decades. **Ari Emanuel and Epstein did this a lot together** — through overlapping elite circles, introductions, and the kind of influence that kept predators shielded while talent was trafficked and profits rolled in.

Shockya's March 1 report: "Britney Spears Raped By Multiple Men & Women – Michael Jackson Beaten – Epstein's Blackmail Empire Fractures." The Clintons are under oath. The empire is cracking. Ari Emanuel sits at the center.

Talent Management Abuse: WME and CAA Sell Talent Into Pedo Circles

WME (Ari Emanuel) and CAA don't just represent talent. They **sell it** into these pedo circles.

They take child and teen actors, package them, send them to the predators, collect the 10% commissions and packaging fees, and keep the residuals flowing even after the damage is done. The victims learn to adapt — or they disappear.

Corey Feldman is the perfect example. Someone I employed. Raped as a child in Hollywood, he has publicly said he was abused repeatedly by powerful men in the industry. He learned to adapt to being regularly raped. Still. And who represents the biggest names around him? The same agencies — WME and CAA — that have kept the factory running for decades.

They don't protect talent. They **traffic it**. They profit from the rapes, then profit from the silence, then use probate fraud and receiverships to steal whatever assets the victims have left.

My Story: 23768 Malibu Road – The Modern Asset Rape

I bought **23768 Malibu Road** in 2019 for \$19.1 million — an oceanfront masterpiece on one of Malibu's best beaches. I poured everything into it: stunning renovations, eco-friendly upgrades, a detached guest house, direct sand access — it was beautifully done, a true hidden gem ready to sell for **\$30 million** or higher (it was listed at \$23–28.5 million at points, with appraisals backing that range).

But the house actually belonged to my children — it was held in their trust. It was the **last remaining asset** they had after everything else had been stripped away because of all these **wrongful accusations** leveled against me by the syndicate. They accused me of raping girls they coached and set up — fabricating stories through their controlled channels (lawyers like the Girardi-Allred network, media plants, and corrupt insiders) to flip the script, paint the victim as the predator, and justify the asset grab. These smears destroyed my family's financial security, destabilized the children's inheritance, and paved the way for the fraudulent seizure of their trust property.

The cartel came for it. **Ari Emanuel's network** — WME-linked lawyers, the Girardi-Allred syndicate, rogue receivers — used **forged probate filings**, break-ins (DVR footage stolen), death threats, and a court-appointed receiver (Stephen J. Donell) to force it into receivership (LA Superior Court BC649025). They sold it on May 31, 2024, for just **\$16.55 million** — **\$10–13+ million below** what it was worth and what I intended. A deliberate undervaluation to punish me and extract maximum profit for them.

This is exactly what they did to Kerkorian, Busch, Finn, Carrington — and what they do to every victim who speaks out. They steal your home, your legacy, your future — even when it's held for your children.

The Cartel is Fracturing. The Court is Watching.

David Boies and Ari Emanuel go back decades.



[Rovier Carrington](#) is about to walk free. The Epstein files keep dropping. The Clintons are under oath. Rahm Emanuel's political shield is crumbling. The Paramount-Warner revolving door is the last desperate attempt to hide the legacy CSAM networks.

Ari Emanuel, WME, CAA, the Redstones, Graden's successors, and the entire Epstein-linked power structure — your time is up.

You sell children and young talent into rape circles. You steal their bodies, their minds, their homes, and their futures. The victims — Corey Feldman, Rovier Carrington, Lisa Kerkorian, Anita Busch, Erin Finn, Jude Green, Heidi Gregg, and me — are done being silent.

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Share this. Tag the names. The victims demand justice.

#WMERapeFactory #AriEmanuelExposed #EpsteinDidntKillHimself #ClintonsEpstein #RahmEmanuel #CoreyFeldman #ParamountWarnerMerger #LegacyCSAM #HollywoodCartel #ParamountCollapse #RovierCarrington #23768MalibuRoad #AntiguaVsHollywood #ShockyaRealTalk

Alkiviades "Alki" David is the founder of Shockya and a sworn witness in the Eastern Caribbean proceedings. All claims are supported by court-filed exhibits and public records.

[Edit](#)



« The Epstein Web That Connects Jay- Britney Spears Raped By Multiple Men & Women – Z, Diddy, Alex Spiro, and a Dead Russian Michael Jackson Beaten – Epstein’s Blackmail Empire Senator, Umar Dzhabrailov Fractures — Power Structures Now Exposed »



By **Alki David**

Alki David — Publisher, Media Architect, SIN Network Creator - live, direct-to-public communication, media infrastructure, accountability journalism, and independent distribution. Born in Lagos, Nigeria; educated in the United Kingdom and Switzerland; attended the Royal College of Art. Early internet broadcaster — participated in real-time public coverage during the 1997 Mars landing era using experimental online transmission from Beverly Hills. Founder of FilmOn, one of the earliest global internet television networks offering live and on-demand broadcasting outside legacy gatekeepers. Publisher of SHOCKYA — reporting since 2010 on systemic corruption inside the entertainment business and its expansion into law, finance, and regulation. Creator of the SIN Network (ShockYA Integrated Network), a federated media and civic-information infrastructure spanning investigative journalism, live TV, documentary, and court-record reporting. Lived and worked for over 40 years inside global media hubs including Malibu, Beverly Hills, London, Hong Kong and Gstaad. Early encounter with Julian Assange during the first Hologram USA operations proved a formative turning point — exposing the realities of lawfare, information suppression, and concentrated media power. Principal complainant and driving force behind what court filings describe as the largest consolidated media–legal accountability action on record, now before the Eastern Caribbean Supreme Court. Relocated to Antigua & Barbuda and entered sustained legal, civic, and informational confrontation over media power, safeguarding, and accountability at Commonwealth scale.

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Alkiviades David <filmonpersonal@gmail.com>

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Well noted Alki, Nissrine, can we I have a call with you tomorrow at 14:0



Nissrine Qrib

Sure, do you want to have a call on WhatsApp?



Themis Sofos <themis@sofos.com.gr>

to Nissrine, me

Thank you Nissrine, we talk tomorrow, thanks and best regards, Themis

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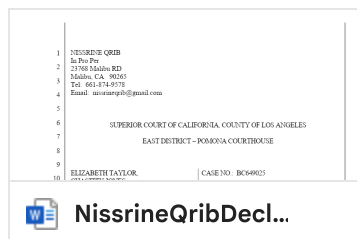
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REAL TALK

NEWS

Fugitive Alert! Public Deposition of Andreas Karonis David on Dani Peretz Louis Freeh & MOSSAD agent infiltrators



By [Alki David](#)

🕒 APR 6, 2025

Dani Peretz is currently a fugitive, reportedly hiding in Miami, Florida. He is wanted by Interpol and has been formally charged by Greek State Prosecutors and the Swiss Financial Court for crimes related to bank-wire-

fraud and corruption.”



“This is the only known current photo of Dani Peretz.”

Message from Alkiviades “Alki” David – publisher

This document is my nephew **Andreas Karonis David’s sworn deposition**.

It reflects his direct experience and perspective on the **mind control tactics**, psychological manipulation, and systemic dismantling that have been inflicted upon our family by **Dani Peretz**, aided by the **Yatol family**, and backed by a **Mossad-aligned intelligence syndicate**.

What began as domestic disruption evolved into a clear and highly structured **intelligence takedown operation**—targeting our family’s unity, legacy, and autonomy. Through coercive control, chemical sedation, emotional sabotage, and financial interference, these actors have **methodically destabilized my sister Alexia, severed her from her children, and turned my own medical condition into a tool of weaponization**.

This deposition should also be viewed as a **central case study in the broader transnational conspiracy I have been exposing**—a network of individuals and institutions weaponizing courts, intelligence, psychiatry, and media in coordinated efforts to neutralize dissent, steal wealth, and erase legacy. This network includes figures linked to the **Mega Group**,

Mossad, compromised former U.S. officials, and private security elements embedded within the legal and financial systems of multiple nations.

This is not paranoia. It is documented. It is lived. It is real.

We are exposing this now, because the truth can no longer be contained or denied. I stand with Andreas, with my family, and with every whistleblower silenced by this kind of systemic abuse.

—Alki

Public Deposition of Andreas Karonis David on Dani Peretz: Mossad Agent, Infiltrator

Date of Birth: January 10, 2001

Nationality: British

Eldest Son of Alexia David | forced Step-Son to Dani Peretz

Date: April 5, 2025

1. Purpose of Deposition

This sworn statement is submitted to formally document the psychological, financial, and emotional manipulation I have witnessed and experienced at the hands of **Dani Peretz**, who has operated under the guise of a domestic partner to my mother, **Alexia David**, since 2005. This deposition is intended to provide material evidence for legal, human rights, and international investigative purposes.

2. Background and Entry of Dani Peretz

In 2005, shortly after the death of **Andrew David**, a key paternal figure in our family, **Dani Peretz** entered our lives. Initially presenting himself as a **driver and assistant**, he used our grief as an opportunity to embed himself into our family structure. His relationship with my mother began during her most vulnerable period and evolved into a calculated power dynamic rooted in control and manipulation.

Throughout the summers spent on our **private family island in Greece**, Dani Peretz was regularly present. It was not uncommon during those years for our household to host **Israeli soldiers, former commandos, and Mossad-linked individuals**, many of whom were close to Dani or the **Yatol family**. These gatherings were informal on the surface, but now in retrospect, they appear to have been **soft operations—bond-building missions under the veil of leisure**. The **Yatols**, in particular, were a constant presence, always observing, always embedded.

3. The Bomb Threat and Framing of My Father

Years later, Dani Peretz staged or exploited a **fabricated bomb threat**, which he used to falsely accuse my biological father, **Dimitri Karonis**. This incident fractured remaining trust in our household and enabled Dani to further isolate us from our paternal lineage. The event served as a psychological pivot point—cementing Dani's role as the "protector" while discrediting those who previously held authority or connection to the family.

4. Coercive Control Over My Mother

Following the incident, my mother became increasingly **emotionally subdued, dependent**, and eventually, **chemically restrained**. Dani exercised control over her finances, communication, and access to external support. This was not a relationship; it was a **strategic psychological occupation**, exploiting her trauma and vulnerability to consolidate control.

5. Abuse of My Sister Yasmin and Her Half-Brother Zac

My sister **Yasmin** and our half-brother **Zac** (the biological son of Dani Peretz and my mother) have both suffered under this coercive dynamic. Zac, now 12 years old, rarely attends school and lives in a state of emotional confusion and dependency. He is being raised under conditions that mirror captivity—where fear, surveillance, and emotional instability are normalized. Yasmin has faced alienation and disempowerment, as Dani seeks to undermine any family bond that challenges his authority.

6. My Realization of the Broader Operation

Over time, I began to recognize that Dani's actions extended far beyond domestic control. He began expressing open admiration for **Mossad**, referencing covert operations, psychological tactics, and an obsession with entering elite intelligence-adjacent circles such as the **Mega Group**. His grooming of my mother, control over our family, and eventual targeting of my uncle Alki align with the tactics of a handler, not a partner.

7. Financial Exploitation via Family Entrapment and Intelligence Syndicate Access

I now realize—painfully and with deep clarity—that **Dani Peretz's infiltration of my family was not accidental or isolated**, but part of a **wider, highly coordinated financial and intelligence-linked operation** designed to gain access to and exploit the wealth of my uncle, **Alkiviades "Alki" David**.

Peretz **used my mother, Alexia David**, as the first access point—**coercively capturing her trust**, sedating her will, and controlling her household. But this control had a larger purpose: to **funnel emotional, psychological, and eventually financial control upstream**, toward Alki.

Through Alexia, Peretz positioned himself close to **my uncle's assets, legacy projects, and private communications**, all while playing the role of "helpful domestic figure." In truth, he was an embedded operator.

And now, based on conversations I overheard and behavioral patterns I've witnessed, I believe Dani Peretz has **channeled both Alexia and Alki's private and financial affairs into the hands of a transnational syndicate** that includes:

- **Figures linked to Mossad** and private Israeli security firms
- **Former U.S. FBI Director Louis Freeh**, who is **integral to the operation of the syndicate**, and who spent two private weeks with Peretz in Sardinia in 2024
- Members or affiliates of the **Mega Group**, known to leverage intelligence relationships and media manipulation for asset control, with **deep ties in Gstaad, Switzerland** due to **Alki and Alexia's schooling and social connections in the region**
- **The Yatol family—Nir Yatol and Danny Yatol**, longtime collaborators of Dani Peretz, who operate as regional facilitators for Mossad-aligned commercial networks. The Yatols specialize in **asset laundering, information control, and offshore intelligence consulting**, and have longstanding ties to multiple financial corridors through Israel, Switzerland, and Cyprus. Nir Yatol, in particular, maintains a **very close personal and strategic relationship with Ehud Barak**, positioning him as a trusted operative and logistical coordinator for Barak's broader interests.
- **Ehud Barak**, former Israeli Prime Minister and Defense Minister, who has repeatedly surfaced in operations involving Mossad-linked private contracting firms and controversial influence campaigns. Barak is a key ideological figure within this power network, often involved behind the scenes where state power intersects with private espionage.
- **Daphne Barak**, a journalist and fixer known to assist intelligence-aligned families with **media sanitization, PR manipulation, and narrative control**, particularly where celebrity, litigation, and covert operations intersect. She operates under the guise of journalism while facilitating damage control for syndicate players.

It is also now clear that **Edgar Bronfman and affiliates of the Mega Group had long targeted Andrew David**, the so-called "golden boy" of Coca-Cola, whose rise in the company posed a threat to legacy dynasties tied to industrial and intelligence circles. Andrew's proximity to both wealth and integrity made him a marked man—a threat that was neutralized

by this same silent syndicate operating under elite camouflage.

Dani didn't just want to marry into power. He wanted to **deliver it**—as a junior asset—to the **same elite apparatus that has destroyed countless dissidents, whistleblowers, and outliers.**

What seemed like erratic behavior from Alki in recent years was, in part, a **response to this deep betrayal.** A man with a **medically confirmed frontal lobe injury**, already vulnerable to emotional stress and manipulation, was **systematically gaslit, misrepresented, and litigated into isolation** by figures with **inside access to his family, business, and emotional vulnerabilities.**

This was **not a domestic drama.** This was a **targeted intelligence-funded wealth extraction operation**—and Dani Peretz was the delivery system.

I now understand that **my mother was weaponized, I was misled, and Alki was targeted** using **the same classic Mossad-style psychological operations** that Dani boasted of emulating.

Submitted by:
Andreas Karonis David
April 5, 2025

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« MASS TREASON VERDICT ROCKS ANTIGUA: UPP EXECUTIVE PUBLICLY EXECUTED IN ST. JOHN'S FOR PLOTTING WITH DAVID BOIES, BLACK CUBE & GLORIA ALLRED — DIDDY FLIPS OUT MID-FLIGHT, CLAIMS HE WAS HYPNOTIZED AT OPRAH'S COKE CABANA

ALKI DAVID AFFIDAVIT: A GLOBAL WHISTLEBLOWER'S TESTIMONY OF CRIMINAL CONSPIRACY, PSYCHOLOGICAL WARFARE, AND THE MEDIA-INTELLIGENCE SYNDICATE »»

By Alki David



Alki David — Publisher, Media Architect, SIN Network Creator - live, direct-to-public communication, media infrastructure, accountability journalism, and independent distribution. Born in Lagos, Nigeria; educated in the United Kingdom and Switzerland; attended the Royal College of Art. Early internet broadcaster — participated in real-time public coverage during the 1997 Mars landing era using experimental online transmission from Beverly Hills. Founder of FilmOn, one of the earliest global internet television networks offering live and on-demand broadcasting outside legacy gatekeepers. Publisher of SHOCKYA — reporting since 2010 on systemic corruption inside the entertainment business and its expansion into law, finance, and regulation. Creator of the SIN Network (ShockYA Integrated Network), a federated media and civic-information infrastructure spanning investigative journalism, live TV, documentary, and court-record reporting. Lived and worked for over 40 years inside global media hubs including Malibu, Beverly Hills, London, Hong Kong and Gstaad. Early encounter with Julian Assange during the first Hologram USA operations proved a formative turning point — exposing the realities of lawfare, information suppression, and concentrated media power. Principal complainant and driving force behind what court filings describe as the largest consolidated media–legal accountability action on record, now before the Eastern Caribbean Supreme Court. Relocated to Antigua & Barbuda and entered sustained legal, civic, and informational confrontation over media power, safeguarding, and accountability at Commonwealth scale.

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BEFORE ANY COMPETENT COURT OR AUTHORITY AND BEFORE
MULTI-MEMBER COURT OF FIRST INSTANCE OF ATHENS
EXTRAJUDICIAL DECLARATION - WITH RESERVATION OF RIGHTS

Dimitra Fanny David, resident Nea Erthraia, Attiki, Chimaras Street Nr 5, Greece

TO

1. **Dani Peretz**, temporary resident of Switzerland, Founex, Route de Céligny
10 1297, Founex.
2. **Alexia David**, temporary resident of Switzerland, Founex, Route de Céligny
10 1297, Founex.

*Notified to: Rémi Sacerdote, Attorney-of-Law, Partner of Kellerhals Carrard
Geneva, resident of Geneva, Rue François-Bellot, 6 CH-1206 Genf, Tel. +41 58 200
32 00*

Athens, 14.1.2025

I have recently been informed about the announcement, referring to an acquisition of Lisi Group Ltd., a Bermuda company listed on the Hong Kong Stock Exchange, with the Company EMERALD GLOBAL, a Bermuda Company owned by Emerald Luxembourg, and MANUKURA (CMCI) Limited ("The Subscriber"), aiming a capital increase in Lisi Group Ltd ("The Company").

According to the said announcement, on 15 September 2024 Lisi Group LTD entered into a Subscription Agreement with the Subscriber pursuant to which the Company has conditionally agreed to allot and issue to the Subscriber, and the Subscriber has conditionally agreed to subscribe for, an aggregate of 800,000,000 Subscription Share under General Mandate.

You are also aware that a lawsuit has been filed against you for damages in tort. I was surprised to learn about the allegations in the written proposals of the second of you, which stated that the loan of EUR 12,000,000 granted by me to Willfull Company was not a loan, but an investment!

As you are well aware, the UK-based company Willful Holdings Ltd, owned by both of you, has already been dissolved as of February 2024.

I have executed as Lender a loan agreement of an amount of 12,000,000 Euros (of which 1.000.000 only has been repaid) with the Company Willful Holdings Ltd, but the amount of 11.000.000 Euros was never repaid until today. My witness to the court Mrs Shulamit Salant, who testified by Affidavit, states in her Affidavit no. 2563/18.10.2024 that she signed loan agreements, in accordance with the instructions and orders of Dani Peretz, therefore confirming that it was indeed a loan. Furthermore, my witness to the court Mr Hachim Badji, in his Affidavit no. 2068/22.10.2024, similarly confirms that it was a loan and not an investment at all, since he even stated "...especially when Dani sent me twice to meet with Dimitra's lawyer in Geneva, who explained to me that Demetra was owed 11 million dollars. The lawyer wondered how the Willful group would return this money?" Therefore, all parties were talking about a RETURN OF MONEY - therefore a loan - and not a return of profits (from an investment participation).

Additionally, you are aware that I have filed the criminal complaint under file number E23-351 against the first of you, for attempted fraud in court, specifically during the discussion of the application for interim measures on which the above decision was issued and criminal proceedings have already been brought against the first of you, for attempted criminal fraud in the Court and the case is awaiting by the Investigating Judge as evidenced by the criminal case progress CERTIFICATE



of First Instance Prosecutor's Office of Chalkida. The progress of the criminal proceedings at this stage constitutes proof that my criminal complaint is well-founded and that there are serious indications of criminal offenses.

My interests are infringed by this merger, as we are already currently in litigation before the Greek courts, and while you know that you owe me 11,000,000 Euros plus interest plus expenses which you have clearly admitted in your written submissions, you still refuse to repay, instead you are «redirecting» this money to further «investments», causing intentionally further damages to me and my interests by making my claim unsecure.

The above conduct, namely the transfer of funds to other companies, such as Lisi Group Ltd as it has recently come to my knowledge in this case, while there is an overdue and receivable debt to me, amounting to 11.000.000 Euros, establishes your responsibility for the offense of misrepresenting and abusing creditors by intention.

FOR THOSE REASONS

and with express reservation of all my legal rights

- I HEREBY REQUEST the return of the amount of EUR 11.000.000 with interest and expenses to my personal bank account, by 30/1/2025, *otherwise*

-I HEREBY DECLARE that I reserve the right to use all my legal rights in general to defend my legitimate interests before the Greek courts and the Hong Kong Stock Exchange Commission.

The competent Judicial bailiff is instructed to duly serve this document on the Athens Public Prosecutor on behalf of Dani Peretz, temporary resident of Switzerland, Founex, Route de Céligny 10 1297, Founex, on behalf of Alexia David, temporary resident of Switzerland, Founex, Route de Céligny 10 1297, Founex and on behalf of Rémi Sacerdote, Attorney-of-Law, Partner of Kellerhals Carrard Geneva, resident of Geneva, Rue François-Bellot, 6 CH-1206 Genf, Tel. +41 58 200 32 00, for their knowledge and for the legal consequences, copying the entire text of this document in the service report.

Athens, 14th January 2025

The out-of-court declarant



Dimitra Fanny David

No. 2nd Civ. B317334
(LASC Case No. BC684618)

COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FOUR

KARL ZIRPEL,
Respondent,

v.

ALKI DAVID PRODUCTIONS, INC., et al.,
Appellant.

Appeal from Los Angeles County Superior Court
Hon. Dennis J. Landin, Judge Presiding

APPELLANT'S OPENING BRIEF

GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP
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Attorneys for Appellant
Alki David Productions, Inc.

CERTIFICATE OF INTERESTED PARTIES OR ENTITIES

Pursuant to California Rule of Court 8.208, Appellant Alki David Productions, Inc. states that it knows of no person or entity that has an interest in the outcome of this proceeding other than the parties themselves.

Dated: September 7, 2022

GLASER WEIL FINK HOWARD
AVCHEN & SHAPIRO LLP

By: _____ /s/

FRED D. HEATHER

Attorneys for Appellant

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I. Introduction And Summary Of Argument

Appellant Alki David Productions (“ADP”) appeals from a judgment of over \$7.1 million in favor of its former employee, Respondent Karl Zirpel, whose employment was terminated after he refused to continue installing hologram equipment for a special event (the “Event”) at a theater ADP was renovating. Zirpel claimed that he was fired because he had complained to ADP that electrical and plumbing work at the Theater had not been approved by Los Angeles City inspectors and there was no permit, an alleged act of retaliation by ADP that would have violated three whistleblower statutes, Labor Code §§1102.5(b), 1102.5(c), and 232.5(c).¹

Mid-trial, the trial court erroneously ruled that the Event had not been properly permitted and construction related to the Event was unlawful (the “Illegality Ruling”), despite ample evidence and authority to the contrary. The jury was so instructed, effectively directing a verdict for Zirpel on his entire case, to which the jury added \$6 million in punitive damages.

The Illegality Ruling was erroneous because ADP did obtain a permit for the Event and Zirpel’s continued installation work for the Event would not have violated either the Los Angeles Municipal Code sections cited by Zirpel and adopted by

¹All statutory references are to the Labor Code unless otherwise indicated. The statutes prohibit retaliation against an employee who refuses to participate in an activity that would violate the law (§1102.5(c)) or discloses information about working conditions (§232.5(c)) or which he has reasonable cause to believe discloses a violation of the law (§1102.5(b)).

the trial court, or any other law. *See* §§IV(A)(1)-(2), *infra*.

The erroneous Illegality Ruling requires reversal of the judgment on not only the §1102.5(c) claim but the §1102.5(b) claim as well. It became legally and logically impossible for the jurors to find that Zirpel did not reasonably believe there was a violation of law when the trial court instructed them that the court had already found there was, and that they were bound to accept that finding. *See* §IV(B)(1), *infra*.

Additionally, the judgment on the claims under §§1102.5(b) and 232.5(c) should be reversed because there was insufficient evidence that Zirpel was fired because of his allegedly protected conduct. Zirpel relied solely on a theory of temporal proximity (the elapsed time between his refusal to work and his firing), which is insufficient as a matter of law to support either claim. *See* §§IV(B)(2), (C). The trial court compounded the error by applying the wrong test of causation when denying ADP's post-trial motions. *Id.*

Finally, the punitive damages are unconstitutionally excessive under controlling decisions by the United States and California Supreme Courts, authority which the trial court ignored in favor of case law superseded by those opinions. *See* §IV(D), *infra*. The judgment should be reversed in its entirety, with directions to enter judgment in ADP's favor or, in the alternative, for a complete new trial.

II. Statement Of Facts

On appeal from a judgment entered on a jury verdict, the facts must be stated in the light most favorable to the jury's

verdict. *Blanks v. Seyfarth Shaw LLP*, 171 Cal.App.4th 336, 346 n.2 (2009). Viewed accordingly, the evidence (taken largely from Zirpel’s trial testimony) is as follows:²

A. The Parties

Zirpel grew up in Northern California and graduated in 2009 from Long Beach State with a degree in communications. 4RT 1924:2-20. After various jobs in the entertainment industry, he began working for ADP as a camera operator. Volume 4, Reporters’ Transcript (“RT”) at 1925:11-1929:16.

ADP is one of several entertainment and media companies owned by Alkiviades David. 4RT 1805:21-1806:5.³ Initially, ADP produced mostly internet programming but in 2014, it began concentrating on hologram technology by which images are projected on to a screen or “foil” and reflected for the audience’s viewing. 4RT 1932:6-1933:9.

Zirpel became heavily involved in the hologram production, learning the technology and how to install the equipment and stage the productions that ADP created for television shows, concerts, and museums. 4RT 1933:13-1934:26, 1935:4-28, 1936:1-10. With Zirpel’s increased knowledge and responsibilities came

²Certain additional facts appear in §§III-IV, *infra*.

³ADP is a Delaware corporation which at one point lost its good standing with the California Secretary of State. Volume 2, Appellant’s Appendix (“AA”) at 1166:5-7, 1170; 6RT 2528:13-16. Accordingly, ADP’s answer was stricken and its default entered. 2AA 1027, 1166:8-9. ADP’s current counsel caused ADP to be restored to good standing (2AA 1166:10-14, 1170; 2RT 3:14-4:10; 6RT 2528:13-16, 3018:6-7), after which ADP’s default was set aside and its answer reinstated (2AA 1168).

the new title of vice president of operations. 4RT 1934:7-15; 5RT 2149:2-5. Zirpel also received numerous raises, ultimately making a salary exceeding \$72,000. 4RT 1930:1-1932:5, 1936:22-1937:5, 13-15; 5RT 2149:6-7; 4AA 2448; 5AA 3011-3018. Zirpel was also paid bonuses and commissions on the sale of hologram projects. 4RT 1929:1-7, 1937:6-12.

B. The Theater

ADP's hologram productions for television shows, concerts, and museums had decreased by mid-2017. 4RT 1936:1-10, 1938:1-19. Instead of working on those "one-off" projects, in late August or early September 2017 Zirpel began working on ADP's conversion of an old church on Hollywood Boulevard into a theater for hologram productions (the "Theater"). 3RT 1601:14-28; 4RT 1844:5-7, 1938:20-1939:28; 5RT 2189:4-6, 2189:22-28.

When Zirpel began working at the Theater, a private, invitation-only special event for celebrities and potential investors had already been planned for September 28, 2017 (the "Event"). 4RT 1940:9-14; 5RT 2215:17-28, 2235:2-3, 2252:23-2253:2. However, very little work on the Theater had been done. 3RT 1605:1-7; 4RT 1940:1-1941:22. There were no restrooms, fire exit signs, ADA-compliant ramps, or drywall. 4RT 1940:15-25. The hologram equipment had not been installed and remained in a storage unit. 4RT 1944:8-15. The hologram installation at the Theater, unlike the temporary hologram installations at the concerts and other productions that Zirpel had previously handled, would be permanent. 4RT 1943:20-1944:7.

Zirpel was at the Theater on September 25, 2017 when

several Los Angeles City inspectors came to the Theater. 4RT 1944:16-1945:12. Each “denied their own approvals” of work that had been done to date. 4RT 1945:13-21. Zirpel learned of deficiencies with the plumbing and electrical work. 4RT 1945:25-1946:28. The inspectors’ correction notices for the September 25, 2017 plumbing and electrical inspections, each labeled “Not Approved – Correction Notice” (4AA 2593-2596, 2623), are collectively referred to as the “Correction Notices.”

Zirpel was concerned about the plumbing and electrical work, as well as the hologram equipment he was going to install. 4RT 1947:3-7, 1950:4-16. Unlike the temporary installations Zirpel had done elsewhere, the projectors in the Theater, each weighing hundreds of pounds, would be hung directly over the audience and Zirpel was concerned about the integrity of the ceiling and the floor. 4RT 1947:3-1948:8, 16-20.

Zirpel spoke to the inspectors and learned that it was impossible for them to return and approve the electrical and plumbing work before the Event, both because of the inspectors’ schedules and the amount of work to be done. 4RT 1948:21-23, 1949:13-23, 1950:4-26. After the inspectors left, David ordered the construction crew to put plywood over the walls with exposed wiring underneath, the wood was painted black, and drapes were hung throughout the Theater. 4RT 1950:17-26, 1951:12-18.⁴

⁴ADP’s former in-house attorney and project manager, Manuel Nelson, testified that the drapes were hung for aesthetic reasons, not to conceal wiring or anything else, and were easily pushed aside. 5RT 2233:23-2234:1, 15-20. Safety data on the curtains was requested by, and provided to, the fire department. 5RT 2234:2-14.

Zirpel was concerned that David was pushing to hold the Event even though the Theater was not ready. 4RT 1951:26-10952:4. The next day, September 26, 2017, Zirpel told Ian Robertson, ADP's senior vice president of operations (3RT 1596:16-23), of his concerns, including the lack of permits, and that he intended to call the fire inspector. 3RT 1616:28-1617:6; 4RT 1952:5-11, 1956:14-21. That afternoon, Zirpel called to speak to Eugene Andrews, a city fire inspector with whom he had worked on other ADP projects. 4RT 1952:5-28, 1953:1-24. However, Zirpel was nervous about "ratting out my boss and the people I work with," hung up, and then called back. 4RT 1954:2-1955:15; 5RT 2111:1-7; 4AA 2450.

The second time, Zirpel spoke to a receptionist. 4RT 1955:1-15; 4AA 2450. Without giving his name, Zirpel said that the Theater was due to open on September 28; that inspectors had come to the Theater; that "none of the work was approved to move forward with the opening;" that there were no permits; and that someone should come to the Theater "to take a look and see what was going on." 4RT 1956:1-13; 5RT 2112:1-23. Zirpel was told that someone would come out the next day. 4RT 1955:25-27; 5RT 2112:24-25.

C. The Termination Of Zirpel's Employment

On the morning of September 27, Zirpel arrived at the Theater where he met Andrews outside. 4RT 1957:3-1958:2. Andrews asked who was in charge. 4RT 1958:3-7. Zirpel and ADP's chief technical officer ("Nick") each identified the other as being in charge. 4RT 1958:3-1959:1. Andrews took down both

men's identification information. 4RT 1959:2-4. Andrews then walked into the Theater, briefly looked around, stopped all work, told everyone to leave, and then walked back outside. 4RT 1959:5-24; 5RT 2153:3-12. Everyone else left the Theater, too. 5RT 2153:25-28.

Outside, Andrews stated that no work was to be done inside without posted fire exit signs. 4RT 1960:14-17, 5RT 2154:1-6. From this, Zirpel understood that "when those signs were posted, we had the clearance to go back in and work again." 5RT 2154:7-8. Nick left to buy the signs. 4RT 1960:20-25.⁵

Zirpel also learned from Andrews about the Ghost Ship warehouse fire in Oakland, a large fire four years earlier which had killed more than 20 people. 4RT 1961:7-24. Andrews said that there was the potential for liability, that if Zirpel were in charge of the building and there were an issue, Zirpel could be referred to the district attorney. 4RT 1961:15-1962:3.

Zirpel left in a U-Haul truck to go to the storage unit containing the hologram equipment. 4RT 1962:10-21. After leaving the Theater, Zirpel texted Nelson, who was in charge of acquiring permits, about his conversation with Andrews. 4RT 1962:22-25, 1963:14-21. Zirpel told Nelson that he was not comfortable being identified as the person in charge and the subject of a possible referral to the district attorney as the responsible party if anything went wrong. 4RT 1963:14-25, 1964:20-1965:7. Zirpel stated that he would "get started on

⁵The signs were installed above every exit (5RT 2209:22-28) and work, including installation of the hologram equipment by Robertson and others, continued that day (3RT 1611:21-26).

rigging [the] set up with the permit,” asked if there were “a time frame for the permit,” and said he would be “on standby to unload” the equipment. *Id.*

Nelson texted back, stating that the permit application had been submitted; that he was meeting with the inspectors the following day; and that until and unless the application was denied, “all of us need to continue working toward the special event.” 4RT 1965:11-22; 5RT 2232:14-27; 4AA 2439. Zirpel remained concerned because “there were still so many corrections that needed to be done” before the Event. 4RT 1966:4-15.

David tried repeatedly to call Zirpel, who did not answer because he was driving. 4RT 1966:16-1967:3; 4AA 2437. David then texted Zirpel, stating, “We need this setup done. I read this text you sent. The permits will be given tomorrow morning. Nothing stops.” 4RT 1967:23-27; 4AA 2435.

When Zirpel returned to the Theater, he parked the U-Haul and went inside, where he saw work being done. 4RT 1968:14-28. Zirpel met with Robertson and Nick, voicing concerns about installing the hologram equipment and the lack of approvals for the construction. 3RT 1607:8-14, 1607:25-1608:4; 4RT 1969:1-1970:2. Zirpel stated that the work should not be proceeding, that it was unsafe, and it was “our job and our responsibility” to say so. 3RT 1607:8-14; 4RT 1970:1924.

David arrived and demanded to know why everyone was standing around and no work was being done. 3RT 1608:24-1609:4; 4RT 1970:8-14. Zirpel said they needed to discuss if the Event were going forward because “we’ve got none of the

inspectors signed off on any of the work done,” and listed all the reasons the Theater should not be opening on September 28.

3RT 1608:24-27, 1609:10-15; 4RT 1970:19-28.

David “immediately blew up,” telling Zirpel to shut up and “go with the program,” and that he was either “in or out.” 3RT 1609:5-9, 16-17; 4RT 1971:1-7. Zirpel kept repeating that what they were doing “is not safe.” 4RT 1971:8-11. David went into “a fit of rage,” started yelling in Zirpel’s face and, using numerous obscenities, told Zirpel to “get out,” to “get the f. . . out, you faggot,” and that Zirpel was fired. 3RT 1613:18-28; 4RT 1843:3-9, 1971:13-23.

Zirpel handed David the U-Haul’s keys and walked out of the Theater. 4RT 1972:13-1973:26. As Zirpel left, David told Zirpel “to suck my dick.” 4RT 1971:19-20, 1972:13-18. The situation was very “traumatic” for Zirpel, who “wasn’t out to a lot of people” including many with whom Zirpel worked in a very masculine construction environment, and Zirpel had trusted David, who was one of the few people who knew that Zirpel was gay. 4RT 1972:1-12.

David followed Zirpel out of the Theater and continued yelling at Zirpel, saying that he was not a team player and it was not his job “to say what happens.” 3RT 1610:15-27, 1614:4-9; 4RT 1834:28-1835:4, 1909:11-17, 1973:27-1974:12. David walked away, returned, “came to his senses,” realized “the mistakes he had made,” and tried to hug Zirpel. 3RT 1611:12-18; 4RT 1974:13-18. Zirpel did not reciprocate, and told David to get away from him. 4RT 1974:18-20. David apologized but Zirpel

refused to accept the apology. 4AA 2431; 3RT 1621:19-1622:5; 4RT 1975:6-11, 1909:23-28; 5RT 2104:19-22. When David offered Zirpel his job back, Zirpel refused that too. 4RT 1975:12-18; 5RT 2103:24-2104:9; 4AA 2430. Zirpel did not go back into the Theater or return to work. 3RT 1611:9-11, 19-20.

D. The Event

Nelson acted as a project manager for the Theater renovation. 5RT 2189:12-16, 2190:22-28, 2197:11. Permits for the renovation work were obtained by the contractors, but Nelson facilitated inspections of the Theater. 5RT 2190:22-2193:2, 2197:7-15. During these inspections, correction notices for work such as plumbing and electrical were issued. 4RT 1844:12-18; 5RT 2200:25-2201:2. Work was then performed in response to the notices to remedy the issues identified and move the project forward. 5RT 2201:3-7, 2260:22-2261:1, 2289:26-2290:15.

Separately from the construction work, Nelson dealt with inspectors from Los Angeles Department of Building and Safety (“LADBS”) and the Los Angeles City fire department regarding special events at the Theater. 5RT 2191:8-11, 2193:11-13, 2203:27-2204:3. Nelson learned the permitting process for special events, working with Doug Devine, a LADBS specialist (different than the inspectors who reviewed electrical or plumbing work), who approved or denied permits for special events in collaboration with the fire department. 5RT 2193:14-2194:4, 2203:27-2204:3, 2216:23-2219:9.

To obtain a special event permit, Nelson filled out the application online; contacted Devine to arrange for an inspection;

Devine came to inspect the Theater, and then Devine approved the application, subject to subsequent approval by the fire department, by initialing the unsigned permit in the lower right hand corner. 5RT 2205:25-2207:28, 2216:23-2219:9, 2220:16-27. The form had to be initialed, showing LADBS' approval, before Andrews or another inspector would perform the fire inspection. 4RT 1861:28-1862:7, 1862:25-27, 1863:7-13, 1866:3-10, 1867:1-3; 5RT 2220:28-2221:7. Once the fire department approved and the fee was paid, the special event could take place. 5RT 2207:10-16.

Sometimes Andrews or another fire inspector would impose additional requirements, such as adding floor lighting or more exit signs, or covering cabling to prevent tripping. 5RT 2208:2-2209:22. Whatever the inspectors required at the Theater was done. 5RT 2209:17-21, 2210:3-18. Uniformed fire inspectors attended the special events at the Theater, making it doubly essential that any requirements imposed during inspections for the special event permit had been satisfied. 4RT 1866:24-28, 1869:22-1870:7; 5RT 2194:26-2196:8, 2210:10-14.

Nelson followed these steps when applying for a special event permit for the Event on September 28, 2017. 5RT 2218:10-2219:9, 2255:20-22; 5AA 2753.⁶ Inspections for the Event were held by LADBS at 6 a.m. on September 28, at which time Devine approved the application by initialing it, and then by the fire department. 5RT 2219:2-9, 2222:19-23, 2281:4-6, 2281:26-2282:2. After the fire department's inspection and approval, Nelson

⁶In the application, dated September 27, 2017, Nelson mistyped the Event's date as September 29, 2017. 5AA 2753; 5RT 2272:2-21, 2283:15-22, 2292:21-2293:6.

received the permit for the Event. 5RT 2124:10-13, 2223:2-6, 2276:12-14, 2291:14-25, 2295:26-2296:1; *see also* 4RT 1871:7-22 (Andrews: Theater had authorization to have the temporary special event on September 28, 2017).⁷

Nelson also applied for, and Andrews approved, two uniformed fire inspectors to attend the Event. 5RT 2223:8-24, 2224:6-22, 2225:6-13, 2194:26-28; 5AA 3055. The Event took place as scheduled on September 28, 2017. 5RT 2107:11-13, 2154:14-16, 2216:1-6, 2249:24-25.

III. Procedural History

On November 27, 2017, Zirpel filed an unverified 14 count complaint against ADP and David (“Defendants”). 1AA 63-93. Zirpel alleged, *inter alia*, that the termination of his employment constituted retaliation under both §1102.5(b), for disclosing to Defendants information which Zirpel reasonably believed disclosed a violation of statute, rule, or regulation (1AA 69-70 ¶¶22-27), and under §232.5(c) for disclosing information about the employer’s working conditions (1AA 71 ¶¶36-40).

Defendants answered with a general denial and various affirmative defenses (1AA 96-102), and cross-complained for breach of contract and other claims (1AA 107-115).

Only Zirpel’s claims against ADP under §§1102.5 and 232.5(c) went to the jury. 2AA 1328-1333. All the other claims, including those against David and those alleging discrimination and harassment on the basis of Zirpel’s sex and sexual

⁷The permit itself was not produced during trial. *See* §III(B)(2), *infra*.

orientation, were dismissed by Zirpel. 2AA 834-836, 1292-1297, 1298-1301, 1334-1336. Zirpel's claims for wages unpaid at the time of his employment's termination were settled. 4RT 1984:18-1985:6. Defendants' cross-complaint was also dismissed. 2AA 1292-1297, 1301.

A. The Trial

Trial began on September 27, 2021. 2AA 1301-1302. Zirpel testified and called Robertson, David, and Andrews. 2AA 1312-1313, 1315. Zirpel rested on October 1, 2021. 2AA 1315; 5RT 2163:16-17.

1. Motion For Nonsuit

After Zirpel rested, the defense moved for a nonsuit. 2AA 1315; 5RT 2163:27-2164:2. ADP argued that Zirpel had not presented evidence of causation showing that he had been fired because of his disclosures. 5RT 2164:3-5. ADP also argued that §1102.5(c) requires proof that the activity in which the employee had refused to participate would have been illegal, a legal issue for the court's determination, and that Zirpel had never identified any law that would have been violated by his continued installation of the hologram equipment. 5RT 2165:2-2166:7.

Zirpel contended that he satisfied §§1102.5(b) and 232.5 by complaining to Robertson and Nelson about unsafe working conditions, the lack of a permit, and the lack of approval for the plumbing and electrical work. 5RT 2168:24-2169:14, 2170:5-9, 2171:13-23, 2175:9-10. For the §1102.5(c) claim, Zirpel claimed that continuing to install the hologram equipment would have violated §§6403(c), 232.5, and 29 U.S.C. §654. 5RT 2169:15-

2171:9.

Zirpel also asserted that the absence of any permit for the Event in the documents produced by the City in response to his subpoena, and Nelson's last minute application for a special event permit and request for inspection, violated provisions of the Los Angeles Municipal Code ("LAMC"). 5RT 2173:21-2175:6. However, Zirpel agreed that the trial court, not the jury, had to determine whether any of those laws had been violated. 5RT 2171:28-2172:2.

Without deciding whether any of the cited laws would have been violated by Zirpel's continued work, the trial court denied the nonsuit, stating that "there is enough evidence to satisfy the plaintiff's burden at this time, including circumstantial evidence relating to the termination." 5RT 2179:12-19; 2AA 1315.

ADP then called Nelson, after which the defense rested. 2AA 1315. Thereafter, each side moved for a directed verdict (2AA 1316): Zirpel on Defendants' affirmative defense that he had failed to mitigate his damages and ADP on the same grounds as its motion for nonsuit. 5RT 2307:19-26, 2309:12-18. The trial court denied both motions (2AA 1316; 5RT 2309:10, 19) but allowed Zirpel to amend his complaint to conform to proof by adding a claim under §1102.5(c). 2AA 1317; 5RT 2314:17-2315:2.

2. The Trial Court Rules That Construction For The Event Was Unlawful (the "Illegality Ruling").

Following the amendment, ADP filed a trial brief contending that the new §1102.5(c) claim should not go to the

jury. 2AA 1320-1327. ADP argued that the predicate question for the claim, whether Zirpel’s continued work would have violated a law, was a legal one for the trial court and Zirpel had not established that his continued work would have violated any law. 2AA 1321:12-1325:9.

The parties argued the §1102.5(c) issue on October 4, 2021. 2AA 1318; 6RT 2401:21-2415:6. Zirpel agreed that the question of illegality was one for the trial court, but contended that he had presented sufficient evidence that his continued work would have been illegal. 6RT 2401:25-2402:1, 7-11.

First, he asserted, there was no permit for the Event. 6RT 2402:16-24. Additionally, regardless of whether there was a permit, Zirpel claimed that there was a violation of law because ADP had not applied for the permit five days before the Event, as required by LAMC §91.106.1.3.1.2.2(2). 6RT 2402:25-2403:17, 2405:1-16; 5AA 3057, 3062.

Nor had ADP requested an inspection two days prior to the Event, as required by LAMC §91.106.1.3.1.2.3. 6RT 2403:18-2404:4, 2405:7-16; 5AA 3057, 3062. Finally, ADP had not obtained “concurrence from the . . . Fire Department . . . prior to the Department [of Building and Safety] issuing a permit,” as required by LAMC §91.106.1.3.1.4(4). 6RT 2404:5-28; 5AA 3058, 3062.⁸

ADP responded that under §1102.5(c), the issue was not

⁸Zirpel’s counsel gave the trial court copies of the provisions he had cited. The documents were introduced into evidence as the trial court’s Exhibits A and B. 2AA 1318; 2RT 2427:21-2428:6; 5AA 3056-3059 (Ex. A), 3060-3064 (Ex. B).

whether there had been an alleged violation of a law but whether **Zirpel's continued work** would have violated a law. 6RT 2406:14-28, 2407:1-20, 2408:10-18. The trial court agreed, telling Zirpel's counsel to focus on the "continued work" issue, which was "the crux of the problem." 6RT 2408:13-18.

Zirpel's attorney insisted that Zirpel's continued work was illegal because under the LAMC, "They needed the temporary special event permit in order to obtain the certificate of occupancy to allow the people to set up for the special event, which included the rigging that my client did . . . You can't do any work towards a special event without . . . the permit because that gives you the certificate of occupancy that you need to allow the workers in there." 6RT 2409:19-2412:1.

The trial court ruled that there was adequate evidence to support the §1102.5(c) claim. 6RT 2412:2-6. Asked by ADP to articulate what the alleged violation of law would have been had Zirpel continued to work, the trial court stated: "It would be the lack of obtaining a permit pursuant to the requirements of LA Municipal Code Chapter 9 and Sections 91.106.3.1.2.2 (sic), et seq." 6RT 2413:4-6.⁹

Pursuant to this ruling (the "Illegality Ruling"), the jury was instructed: "The Court has determined that the September 28, 2017 event at the Hologram Theater had not been properly permitted and thus the construction that related to that September 28, 2017 was unlawful." 2AA 1355 (the "Illegality Instruction").

⁹The trial court appears to have meant "§91.106.1.3.1.2.2." *See, e.g.*, 4AA 2228, 2239; 5AA 3061.

3. The Verdicts

The jury began deliberating on October 4, 2021. 2AA 1318. On the following afternoon, the jury indicated that it had reached a verdict. 2AA 1337; 6RT 2701:19-21. However, it became apparent that the special verdict form had mistakenly directed the jury to skip the questions on the §1102.5(c) claim. 2AA 1330:3-4, 1337-1338; 6RT 2701:13-2704:14. The mistake was corrected and the jury sent back for further deliberations. *Id.*

Shortly thereafter, the jury returned a complete verdict on this phase of the trial. 2AA 1328-1333, 1337-1342; 6RT 2708:5-14.¹⁰ The jury found that ADP had terminated Zirpel's employment on September 27, 2017 and was liable under §§1102.5(b), 1102.5(c), and 232.5(c). 2AA 1329-1331, 1338-1340; 6RT 2708:19-2711:7. The jury awarded Zirpel economic damages of \$368,717 and noneconomic damages of \$700,000. 2AA 1332, 1341; 6RT 2711:18-24. It also found that Zirpel had proven by clear and convincing evidence that ADP had terminated Zirpel's employment with malice, oppression, or fraud. 2AA 1333, 1341; 6RT 2712:4-7.

Punitive damages were tried on October 6, 2021. 2AA 1343-1345. No witnesses were called. *Id.*; 6RT 3001-3049. Zirpel introduced the evidence of ADP's financial condition that ADP had produced that morning. 2AA 1343; 5AA 2871-3009; 6RT 3028:6-3029:4. However, because ADP did not produce all the requested documents, the court ruled that ADP could not

¹⁰Punitive damages had been bifurcated. 2RT 615:17-21, 937:17-18.

challenge the sufficiency of the evidence of its net worth. 2AA 1343; 6RT 3013:16-19, 3017:23-24, 3031:6-17.

After argument by counsel (6RT 3031:18-3044:20), the jury returned a verdict later that afternoon, awarding \$6 million in punitive damages against ADP. 2AA 1344, 1347-1348; 6RT 3045:24-3046:11.

B. Post-Trial Proceedings

ADP objected to the form of Zirpel’s proposed judgment, which stated that Zirpel was entitled to attorneys’ fees, on the grounds that the court had not yet made that determination. 2AA 1366-1369. The court modified the proposed judgment to provide that if attorneys’ fees were awarded, the amount would be reflected in an amended judgment. 2AA 1374. As modified, judgment was entered on the special verdicts on October 8, 2021 (the “Judgment”). 2AA 1370-1375. Notice of entry of the Judgment was served by the clerk the same day. 2AA 1376-1377.

1. Costs And Fees

On October 22, 2021, Zirpel filed a memorandum of costs (2AA 1378-1390), followed on December 7, 2021 by a motion for attorneys’ fees pursuant to §1102.5(j). 4AA 2248-2366. The latter was denied without prejudice. 4AA 2385-2386, 2392. Ultimately, an amended judgment including fees and costs in Zirpel’s favor was entered and will be separately appealed.

2. Post-Trial Motions

On October 25, 2021, ADP moved for a JNOV and a new trial (the “Post-Trial Motions”). 2AA 1391-1400. ADP sought a JNOV on the grounds that Zirpel’s continued installation of the

hologram equipment would not have violated any law because LAMC §91.106.1.3.1.2.2, on which Zirpel based his §1102.5(c) claim, was inapplicable and there was no other basis for the Illegality Ruling. 3AA 1589:14-1590:3, 1591:26-1596:24; 4AA 2225. ADP also argued that Zirpel’s belief that he was disclosing a legal violation was unreasonable, and did not cause the termination of his employment anyway, entitling ADP to judgment on the §§1102.5(b) and 232.5 claims. 3AA 1590:4-1591:15, 1596:25-1600:3; 4AA 2225.

The motion for JNOV was supported, *inter alia*, by a copy of the permit issued on September 28, 2017 for the Event. 3AA 1681 (“Last Status: Permit Finaled; Status Date: 09/28/2017; Printed: 10/07/21 04:08 PM”).¹¹

ADP sought a new trial on the same grounds as the JNOV, arguing that the Illegality Ruling on the §1102.5(c) claim was wrong as a matter of law, and fatally prejudiced the jury’s findings on the related §1102.5(b) claim. 3AA 1413:10-22, 1417:11-1418:21; 4AA 2225, 2235. ADP also contended that the punitive damages were unconstitutionally excessive as a matter of law under *State Farm Mutual Automobile Ins. Co. v. Campbell*,

¹¹Zirpel’s subpoena to the City had requested records for “6656” Hollywood Boulevard. 4AA 2455-2456. But the building in which the Theater is located has multiple addresses: 6650, 6652, 6654, and 6656 Hollywood Boulevard. 5RT 2296:7-23. The Event’s permit used the “6650” address (3AA 1681), and thus was not produced by the City in response to Zirpel’s subpoena. 3AA 1590 n.3, 1601 ¶6; 6RT 3306:21-3307:2. Using the correct address, ADP finally located the permit after the trial ended. 3AA 1590 n.3, 1601 ¶6; 6RT 3306:21-3307:2. Zirpel did not file evidentiary objections to the Event’s permit (or anything else in the Post-Trial Motions.) 4AA 2396-2428 [docket].

538 U.S. 408 (2003), but did not challenge the sufficiency of the evidence of its net worth. 3AA 1413:26-27, 1420:1-1422:18; 4AA 2225, 2235-2236. *Id.*¹²

After opposition to, and replies in support of, the Post-Trial Motions were filed (3AA 1708-4AA 2222), the Post-Trial Motions were argued on November 29, 2021. 2AA 1401-1402, 4AA 2223; 6RT 3301-3336. Zirpel insisted that “the clear indication of the municipal code is in order to have these special events, you need this permit before you start working on all this stuff.” 6RT 3318:9-12. ADP responded that Zirpel had made a “fundamental mistake” about the Event’s permit. 6RT 3322:24-26.

“There’s a distinction between a permit for a special event and a [building] permit to do construction. . . . The permit that was obtained on September 28th was for the special event. It was not to do the construction that had been ongoing for a considerable period of time. It was not a permit for Mr. Zirpel to do what he had to do. It was a permit to hold the special event.” 6RT 3322:27-3323:7.

ADP contended that not only was the Illegality Ruling wrong as a matter of law for purposes of §1102.5(c), it also

¹²ADP also cited errors in the jury selection and admission of certain evidence, and misconduct by Zirpel’s counsel during the punitive damages phase. 3AA 1413:6-9, 23-25; 1415:3-1417:10, 1418:22-1419:28, 1422:19-1424:8. ADP does not pursue these arguments on appeal.

effectively and erroneously directed a verdict on the §1102.5(b) claim. 6RT 3324:11-16. After further argument, the Post-Trial Motions were taken under submission. 4AA 2223; 6RT 3336:1-3.

On December 3, 2021, the trial court issued its order denying the Post-Trial Motions in their entirety. 4AA 2224-2246. On the §1102.5(b) claim, the trial court held that there was substantial evidence that Zirpel had reasonable cause to believe that ADP violated the law. 4AA 2227-2228, 2238-2239. Zirpel testified that he had learned of “approximately 20 code violations” for the plumbing and electrical work; had concerns about the electrical work and integrity of the ceiling from which heavy projectors would hang; remembered Andrews warning him of potential liability for allowing construction to continue and telling him about a warehouse fire that had resulted in a mass casualty; witnessed other ADP employees continuing work; and was told by ADP, including its attorney, that they were obtaining a permit “i.e., implying that a permit was required for the Event.” 4AA 2227, 2238. The court ruled that Zirpel could reasonably rely on inspectors and others “more informed than him.” *Id.*

The trial court also rejected ADP’s causation argument. *Id.* Citing the evidence of Zirpel’s disclosure of his concerns to Nelson and David about permit violations and liability, after which Zirpel was “eventually” fired (*id.*), the court found that “a jury could reasonably infer from this evidence that a contributing factor in Plaintiff’s termination was Plaintiff’s disclosure of information to inspectors (sic).” *Id.*

On the §1102.5(c) claim, the court ruled that there was

substantial evidence of the requisite violation of law. 4AA 2228, 2239-2240. “Regardless of whether or not Municipal Code 91.106.1.3.1.2.2 applies,” the Correction Notices listed numerous code violations, including those relating to electrical work, when Zirpel was fired. *Id.* “Accordingly, any continuance of work until a permit was obtained would have been a violation of law. . . . Plaintiff’s work in installing the hologram equipment was not to correct these violations, hence Plaintiff’s work would have been in furtherance of these violations.” *Id.*; 4AA 2231, 2243.

Furthermore, the trial court held, “there was substantial evidence that a temporary special events permit was required for the [Event], which included the hologram installation.” 4AA 2229, 2241 (capitalization omitted); 4AA 2231, 2243 (“the evidence shows that a temporary special events permit was required”). Labeling the newly located permit for the Event attached to ADP’s motion for JNOV as an “application” rather than a permit (4AA 2229, 2241), the trial court stated that this was further proof that “even ADP was under the belief that a temporary special event permit was required.” *Id.* It concluded, “ADP has not offered sufficient evidence to change the court’s opinion that a temporary special event permit was not required (sic) for Plaintiff to continue with his work on installing the hologram.” *Id.*

The trial court also denied the Post-Trial Motions as to Zirpel’s §232.5 claim. 4AA 2230, 2232, 2241, 2244. The court found that there was substantial evidence to establish that “(1) Plaintiff disclosed his concerns about unsafe working conditions

to David and Nelson and that (2) Plaintiff's doing so was a contributing factor to Plaintiff's discharge." 4AA 2230, 2241. Accordingly, substantial evidence was presented from which "a jury could reasonably find in favor of Plaintiff on a section 232.5(c) claim." *Id.*

Next, the trial court held that even if its Illegality Ruling was wrong as a matter of law, the error was not prejudicial. 4AA 2231-2232, 2243-2244. It ruled that there was sufficient evidence to award Zirpel all the compensatory damages "on the 1102.5(b) claim alone and/or the 232.5 claim alone," so the trial's outcome would not change even if the §1102.5(c) claim were stricken. *Id.*

Finally, the court upheld the award of punitive damages. 4AA 2232-2233, 2245-2246. It held that the punitive damages were not excessive because "there was sufficient evidence of reprehensible conduct on the part of Alki David" and ADP was prevented from challenging the sufficiency of the evidence of its net worth. 4AA 2233, 2245-2246.

3. Appeal

The clerk mailed notice of the order denying the Post-Trial Motions on December 3, 2021. 4AA 2247. ADP appealed from the Judgment and the denial of the motion for JNOV on December 29, 2021. 4AA 2367-2369. Both the Judgment and the denial of the JNOV are appealable. Code Civ. Proc. §§904.1(a)(1), (4).¹³ The appeal is timely. Cal.R.Ct. Rules 8.104(a)(1), 8.108(b)(1)(A),

¹³Although an order denying a motion for new trial is not directly appealable, it is reviewable on appeal from the underlying judgment. *Walker v. Los Angeles Co. Metropolitan Transportation Authority*, 35 Cal.4th 15, 18 (2005).

(d)(1)(A).

IV. ARGUMENT

On appeal from the denial of a JNOV, the reviewing court determines whether there is any substantial evidence to support the jury's verdict; if so, the denial will be affirmed. *Wolf v. Walt Disney Pictures & Television*, 162 Cal.App.4th 1107, 1138 (2008). However, the appellate court reviews the record *de novo* to determine independently whether there is any substantial evidence to support the jury's findings. *Hirst v. City of Oceanside*, 236 Cal.App.4th 774, 782 (2015). Review is also *de novo* if the appeal from the denial of a JNOV raises purely legal issues. *Wolf*, 162 Cal.App.4th at 1138. The standard of review for the denial of a nonsuit and a directed verdict is the same as for a JNOV. *DLI Properties LLC v. Hill*, 29 Cal.App.5th Supp. 1, 6 (2018) (citing cases).

The denial of a motion for new trial is reviewed for abuse of discretion, except that a trial court's factual determinations are reviewed for substantial evidence. *Minnegren v. Nozar*, 4 Cal.App.5th 500, 514 n.7 (2016). However, "a trial court's decision that rests on an error of law is itself an abuse of discretion." *Shuts v. Covenant Holdco LLP*, 208 Cal.App.4th 609, 617 (2012); *see also David v. Hernandez*, 226 Cal.App.4th 578, 581, 590 (2014) (appellate court reviews *de novo* the denial of a new trial based on an error of law). As with a JNOV, on the denial of a new trial the appellate court reviews the entire record independently to determine whether there were grounds for granting the new trial. *Santillan v. Roman Catholic Bishop of*

Fresno, 202 Cal.App.4th 708, 733 (2012).

A. Judgment On The §1102.5(c) Claim Should Be Reversed Because Zirpel’s Continued Installation Of The Hologram Equipment Would Not Have Violated Any Statute, Rule, Or Regulation, Entitling ADP To Judgment As A Matter Of Law.

Section 1102.5(c) provides:

“An employer, or any person acting on behalf of an employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.” *Id.*

Whether “the activity in question *actually would* result in a violation or noncompliance with a statute, rule, or regulation . . . is a quintessentially legal question.” *Nejadian v. County of Los Angeles*, 40 Cal.App.5th 703, 719 (2019) (italics in original).

Issues of law are reviewed *de novo*. *Bruno v. Hopkins*, 79 Cal.App.5th 801, 818 (2022).

“[T]o prevail on a claim under this provision, the plaintiff must identify both the specific activity and the specific statute, rule, or regulation at issue; the court must then determine the legal question whether the identified activity would result in a violation or noncompliance with the identified statute, rule, or

regulation.” *Nejadian*, 40 Cal.App.5th at 706 (plaintiff failed to show identified activity would violate specific statute, rule, or regulation; judgment for plaintiff reversed and judgment entered for employer). The “specific activity” identified by Zirpel was his continued installation of the hologram equipment in the Theater leading up to the Event. 1AA 69 ¶25; 2AA 1330 ¶5, 1355; 3AA 1712:16, 1829:7-8; 4AA 2439; 6RT 2410:6-15, 2440:8-12.

Zirpel was much less clear about the “specific statute, rule, or regulation” which his continued work allegedly would have violated. Zirpel testified to various “concerns,”¹⁴ but never identified a “specific statute, rule, or regulation” in his testimony. Zirpel’s counsel was often equally vague, referring to “unsafe working conditions” (5RT 2169:4-5); “fire safety” (5RT 2169:10); “concerns about the construction there” (5RT 2169:11); the Correction Notices (5RT 2169:11-13); the (alleged) lack of a permit for the Event (3RT 1583:21-24; 5RT 2169:5-7; 6RT 2402:16-24, 2404:18-25, 2405:17-21); “permit issues” (6RT 3314:19); and “safety issues” (6RT 3314:19-21).

Not until after Zirpel had rested did he finally identify any “specific statute, rule, or regulation” which his continued installation allegedly would have violated. When opposing ADP’s motion for nonsuit, Zirpel cited §§6403(c) and 232.5, 29 U.S.C. §654, and LAMC §§91.106.1.3.1 *et seq.* See §III(A)(1), *supra*.

¹⁴These included the electrical and plumbing work (4RT 1945:25-1946:28, 1950:4-8, 14-23); “construction work not being signed off” (4RT 1969:28-1970:2); installing the hologram projectors (4RT 1947:11-1949:8, 1969:25-27); general safety (4RT 1951:6-1952:4, 1966:4-15, 1969:16-24, 1971:8-11); and possible personal liability (4RT 1961:15-1962:3, 1963:12-23).

However, during the October 4 argument on §1102.5(c), Zirpel abandoned any reliance on §§6403(c), 232.5, or 29 U.S.C. §654. 2AA 1318; 6RT 2401:21-2413:6.

Instead, reading from Exhibit B, “Los Angeles Municipal Code,”¹⁵ Zirpel argued that his continued work would have violated LAMC §§91.106.1.3.1.2.2(2) (applications for temporary special event permit must be filed at least five business days before the event) and 91.106.1.3.1.2.3 (requests for inspection must be received at least two days before use or occupancy). 6RT 2403:4-2404:4, 2410:16-2411:3; 5AA 3062.

Additionally, reading from Exhibit A, “Temporary Special Events,”¹⁶ Zirpel argued that (1) applications for temporary special event permits had to be filed with LABDS at least two business days prior to the event after all other required clearances or approvals had been obtained from other agencies; and (2) the safety plan showing the layout of the event must be approved by the fire department prior to submitting an application to LADBS. 6RT 2405:1-28; 5AA 3057-3058.

1. The Illegality Ruling Was Error Because ADP Did Obtain A Permit For The Event And The Cited LAMC Sections Had Not Yet Been Enacted.

The trial court based the Illegality Ruling on ADP’s alleged failure to obtain a permit pursuant to LAMC §§91.106.1.3.1.2.2 *et*

¹⁵5AA 3060-3064; 6RT 2402:25-2403:2, 2427:21-2428:6; 2AA 1318.

¹⁶5AA 3056-3059; 6RT 2402:25-2403:2, 2405:1-28, 2427:21-2428:6; 2AA 1318.

seq. See §III(A)(2), *supra*. The Illegality Ruling was erroneous for two reasons.

First, a permit *was* obtained for the Event. 3AA 1681; 4RT 1871:19-22; 5RT 2223:2-6, 2291:14-18, 2295:26-2296:1. Second, **the requirements cited in the Illegality Ruling were not in effect in September 2017.** They were not added until July 4, 2021, as stated on Exhibit B (5AA 3061); *see also* 2AA 1324 n.3, 6RT 2401:22-23, 2412:28-2413:6.

Exhibit A cannot support the Illegality Ruling, either. As Zirpel acknowledged (6RT 2405:1-9), Exhibit A is merely an informational form downloaded from LADBS' website.¹⁷ It is not a “statute . . . rule or regulation,” as required by §1102.5(c). *See Nejadian*, 40 Cal.App.5th at 709, 721 (county’s guidelines for rebuilding after fire or other natural disaster did not support §1102.5(c) claim because they were not “statutes, rules, or regulations.”)

Furthermore, the version of §91.106.1.3 that *was* in effect in September 2017 did not apply, as ADP argued. 3AA 1592:5-1594:15; 4AA 2215:17-2216:4; 6RT 3303:21-3304:23, 3321:26-3322:9. That version of §91.106.1.3 (there were no subsections at that time) stated in pertinent part:

“91.106.1.3. Temporary Permits.

Before commencing the construction of any work for temporary use, a building permit authorizing such work shall be

¹⁷https://www.ladbs.org/docs/default-source/forms/inspection-forms/application-for-temporary-special-event-permit-in-app-08.pdf?sfvrsn=32efeb53_34.

obtained from the department. Such construction shall be occupied or used only for the period set forth on the permit application, but shall not exceed 120 days.” 3AA 1700 (boldface in original).

By its terms, this version of §91.106.1.3 applies only to “work for temporary use.” *Id.* Zirpel testified unequivocally that the hologram equipment he was installing in the Theater in advance of the Event was **permanent**, not “for temporary use.” 4RT 1943:20-1944:7 (“In this case, it was entirely different [than the concerts and other projects he had done] because it was a permanent installation that we were putting in.”) Zirpel’s attorney also characterized the work as “permanent” in his opening statement. 3RT 1578:1-8 (“They were going to renovate this old early 1900’s building and make it a permanent hologram installation . . .”)

Under §1102.5(c), the issue is whether the specific activity identified by the plaintiff — here, Zirpel’s continued installation of the hologram equipment in the Theater leading up to the Event — violated the specific law identified by the plaintiff. *Nejadian*, 40 Cal.App.5th at 706. It did not, because §§91.106.1.3.1.2.2 *et seq.* did not exist in September 2017, and the code section which did exist then, LAMC §91.106.1.3, applied only to “work for temporary use,” which Zirpel’s installation at the Theater was not. The Illegality Ruling is contrary to both the law and the undisputed evidence — as is the trial court’s denial of the Post-Trial Motions on the same grounds. 4AA 2229, 2239-2240.

2. There Are No Other Grounds For Upholding The Trial Court’s Finding That Continued Construction Would Have Been Unlawful.

The Illegality Ruling cannot be upheld on any other grounds. *Rappleyea v. Campbell*, 8 Cal.4th 975, 980-981 (1994) (a ruling wrong as a matter of law will be affirmed if correct on any applicable legal theory).

For example, Zirpel argued that ADP did not file its application, or request its inspection, far enough in advance of the Event. 5RT 2173:21-2175:16; 6RT 2403:4-2404:4, 2405:1-28, 2410:16-2411:3. That might have been grounds for LADBS to reject the application or refuse to inspect the Theater, but LABDS did neither. It “bent over backward” to conduct the inspection, doing so outside normal business hours (5RT 2217:17-21, 2218:17-2219:9), **and** it issued the permit (4RT 1871:19-22; 5RT 2223:2-6, 2291:14-18, 2295:26-2296:1; 3AA 1681).

Moreover, Zirpel’s argument is a red herring. The issue is not whether the application was filed, or the inspection was held, in a timely manner. The issue under §1102.5(c) is whether **the activity in which the plaintiff refused to participate** would have been a violation of law (§1102.5(c)), as the trial court acknowledged (6RT 2408:13-18). Zirpel presented no law or evidence establishing that it would have been illegal for him to continue installing the hologram equipment because the application was filed, or the inspection held, a day or two late (and the permit was issued before the Event was held).

Faced with proof that the Municipal Code sections he cited were not in effect in September 2017, and that a permit for the Event had been issued, Zirpel fell back on the assertion that continued installation of the hologram equipment would have violated the code sections listed in the Correction Notices. 3AA 1715:18-1717:18.

One of those sections, Zirpel argued (4AA 2596), was LAMC §93.0201, which states: “No person shall, (sic) install, alter, reconstruct or repair any electrical wiring unless a permit therefor has been obtained from the Department except as otherwise provided in this Code.” On its face, this section does not apply because Zirpel was hanging hologram projectors, not installing electrical wiring. 1AA 69 ¶25; 2AA 1330 ¶5, 1355; 3AA 1712:16, 1829:7-8; 4AA 2439; 6RT 2410:11-12, 2440:10-11.

To circumvent the plain language of §93.0201, Zirpel contended that “because Plaintiff’s installation of the hologram equipment *was not to correct these violations*, Plaintiff’s continued work to install the equipment would have been in furtherance of these violations.” 3AA 1718:14-16 (italics in original). The trial court agreed, denying the Post-Trial Motions for this reason “[r]egardless of whether or not Municipal Code 91.106.1.3.1.2.2 applies.” 4AA 2228, 2239-2240.

Nothing in §93.0201 states (or implies) that all other construction work must stop until an electrical permit is obtained. It does not even provide that **electrical work** must stop until a permit is obtained (for obvious reasons, since if that work stopped, it would then be impossible to remedy the very

deficiencies listed on the Correction Notices, a reality that Zirpel recognized in the italicized quote above).

Construction work is stopped not by Correction Notices but by means of a written stop work notice. 5RT 2203:2-10. *See* LAMC §§91.104.2.4 (stop work of any construction work), 91.104.2.5 (stop use or occupancy), 93.0310 (stop installation of electrical wiring). Nelson never received such a notice and was never told by any inspector that construction had to stop. 5RT 2203:11-13, 2235:24-26; *see also* 3RT 1619:5-8 (Robertson: Theater was never shut down by inspectors for being out of code); 4RT 1865:14-17 (Andrews: does not remember ever shutting down construction at the Theater), 1868:16-19 (Andrews: would remember if he had shut down construction at Theater).¹⁸

Furthermore, it is undisputed that renovation work on the Theater did not need to be completed in order to obtain special event permits. 5RT 2204:4-14, 2290:28-2291:7 (Nelson); 4RT 1868:13-15 (Andrews: “Once they are signed off with fire safety, they are allowed to have their events and open up . . .”), 1869:18-21 (Andrews: “construction doesn’t have to be 100% complete before you have a special event”), 1873:27-1874:4 (Andrews: not

¹⁸Zirpel himself testified that although the construction was temporarily “on pause” on September 27 while fire exit signs were purchased (5RT 2154:25-2155:4), “when those signs were posted, **we had the clearance to go back in and work again.**” 5RT 2154:7-8 (emphasis added). The signs were promptly purchased (4RT 1960:22-25, 1962:10-13; 5RT 2208:16-22, 2209:17-2210:2); work, including installation of the hologram equipment, by Robertson and others continued that same day (3RT 1611:21-26); and the Event permit was issued (4RT 1871:19-22; 5RT 2223:2-6, 2291:14-18, 2295:26-2296:1; 3AA 1681).

all items on correction notices might have been addressed before holding special event).

Indeed, ADP obtained numerous special event permits before the renovation work was complete. 5RT 2204:15-18, 2214:10-22, 2264:2-7, 21-28; 2265:2-14, 2269:91-6. Cf. 4AA 2645, 2651, 2657, 2663, 2675, 2681, 2687, 2693, 2699 (special event permits issued for dates in November and December 2017); 4AA 2593-2596, 2623 (Correction Notices showing compliance dates in February and November 2018).

Conversely, Nelson never received any notices of violations in connection with any special event at the Theater, was never told that a special event could not take place, and no special event was ever shut down. 5RT 2196:16-2197:2, 2235:11-14, 2235:27-2236:1; 3RT 1619:5-8 (same; Robertson), 1865:14-17 (same; Andrews).

As ADP noted, Zirpel fundamentally misunderstands the difference between building permits and temporary special event permits. 6RT 3322:24-3323:7. The two are separately defined and treated by the Municipal Code, both now and in September 2017. Cf. §§91.106.1.1 (“Building Permits”), 91.106.1.3 (“Temporary Permits”). ADP needed (and got) a temporary special event permit **to hold the Event**. §91.106.1.3. ADP did not need to complete **the ongoing construction work** to hold the Event or obtain special event permits (4RT 1868:13-15, 1869:18-21; 1873:27-1874:4; 5RT 2204:4-14, 2290:28-2291:7), as evidenced by the numerous special event permits ADP obtained before the renovation work was complete (*see supra*).

**3. The Verdict Cannot Be Saved By
Attributing All The Damages To The Claims
Under §§1102.5(b) And 232.5(c).**

In denying the Post-Trial Motions, the trial court stated that even if it had erred in finding continued construction on the Theater to be unlawful, the error was not prejudicial. 4AA 2231-2232, 2243-2244. It reasoned that the damages “could have been awarded for the 1102.5(b) claim only, the 232.5 claim only, the 1102.5(b) and 232.5 claim combined, all three claims combined, etc.” 4AA 2232, 2244. “Given that the damages awarded could have been awarded for any of Plaintiff’s three claims, even if the 1102.5(c) claim was stricken, that would not change to (sic) the outcome of trial – i.e., Plaintiff would have been awarded the same amount of damages.” *Id.*

This ruling was itself erroneous. First, a court reviewing a special verdict cannot infer findings to support the verdict. *Zagami, Inc. v. James A. Crone, Inc.*, 160 Cal.App.4th 1083, 1092 (2008). Second, the trial court’s finding of “no harm, no foul” is unsupported by the record. The Illegality Ruling permeated and prejudiced the §1102.5(b) claim too.

The jury was instructed that for Zirpel to prevail under §1102.5(b), he had to prove that he had reasonable cause to believe that his complaints to ADP about working conditions at the Theater and the lack of required permits disclosed a violation of local rules and regulations. 2AA 1355. **The jury was also instructed that the trial court had already found that the Event was *not* properly permitted and that the**

construction was unlawful. *Id.* Thus, the Illegality Ruling effectively directed a verdict for Zirpel on the §1102.5(b) claim, as Zirpel argued vigorously to the jury in closing. *See* §IV(B)(1), *infra*. The jury’s verdict on §1102.5(b) cannot support the damages any more than can its verdict on §1102.5(c).

Nor can the damages be salvaged by attributing them all to the §232.5(c) claim. 4AA 2232, 2244. That claim should also be reversed because there is no evidence that Zirpel’s disclosure of information was a substantial motivating factor in the termination of his employment. *See* §IV(C), *infra*.

B. Judgment On The §1102.5(b) Claim Should Be Reversed Because The Trial Court Erroneously Found That Construction For The Event Was Unlawful And Applied The Wrong Test Of Causation.

Section 1102.5(b) provides:

“An employer, or any person acting on behalf of an employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or

for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties." *Id.*

Thus, under §1102.5(b), the employee's operative disclosure can be made in any of three ways: (1) "to a government or law enforcement agency;" (2) "to a person with authority over the employee or another employee with the authority to investigate, discover, or correct the violation or noncompliance"; or (3) to "any public body conducting an investigation, hearing or inquiry."

§1102.5(b). The second method is at issue here. 2AA 1329 ¶2, 1355; 5RT 2167:3-6, 2168:19-23; 6RT 2446:24-2447:8.¹⁹

¹⁹The order denying the Post-Trial Motions erroneously cited the first method of disclosure, stating that a jury could reasonably find from Zirpel's text to Nelson [2AA 2439] and conversation with David [4RT 1970:19-1971:3] regarding the lack of permits and approvals, that "a contributing factor in Plaintiff's termination was Plaintiff's disclosure of information to **inspectors.**" 4AA 2228, 2239 (emphasis added). The text and conversation were disclosures to ADP, not inspectors; Zirpel did not proceed on a theory of disclosure "to a government or law enforcement agency" (2AA 1355; 5RT 2168:19-23; 6RT 2446:24-2447:8); and the jury did not find that he had made such a disclosure (2AA 1329).

1. **The Jury’s Finding That Zirpel Had Reasonable Cause To Believe He Was Disclosing A Violation Of Law Was Irrevocably Tainted By The Erroneous Illegality Ruling.**

After establishing a disclosure, the plaintiff must prove that he had “reasonable cause to believe” that he was disclosing a violation of, or noncompliance with, a statute, rule, or regulation. §1102.5(b); 2AA 1355. The jury found that Zirpel had “reasonable cause to believe, as of September 27, 2017, that unsafe work conditions existed and/or that continued work on the Hologram theater would violate the law.” 2AA 1329.

That finding was virtually dictated by the trial court’s erroneous Illegality Ruling and Illegality Instruction. Having been instructed by the trial court that there **was** a violation of the law, it would have been logically and legally impossible for the jury to find that it was unreasonable for Zirpel to believe what **the trial court itself had found** – and what the jurors were instructed that **they must accept as true**. 2AA 1350 (“I will now tell you the law that you must follow to reach your verdict. You must follow the law, exactly as I give it to you, even if you disagree with it.”)

The jury was also told that they must consider all the instructions together. *Id.* (“All the instructions are important because together they state the law that you will use in this case. You must consider all of the instructions together.”) This instruction further fortified the link between the §§1102.5(b) and

(c) claims.

The prejudicial effect of the Illegality Ruling on the §1102.5(b) claim was also strongly reinforced by Zirpel’s closing argument. First, Zirpel’s counsel heavily stressed the Illegality Ruling. 6RT 2438:26-2440:1 (“The judge gets to decide it. And he decided in Mr. Zirpel’s favor. . . . The legalities - - or illegality, I should say, has been established.”)²⁰

Then Zirpel’s counsel told the jury that the Illegality Ruling applied not just to the §1102.5(c) claim **but also to the §1102.5(b) claim**. 6RT 2447:9-24 (it was unnecessary for counsel to review the evidence why Zirpel reasonably believed continued work would be illegal “because the court already said it’s illegal, okay? So he had reasonable cause”); 2490:9-13 (Zirpel complained about lack of permit; “We don’t have the permit. That’s what the judge said. They didn’t have the permit. It would have been unlawful, so obviously it was reasonable for him to complain about this”).²¹ Under these circumstances, it would

²⁰*See also* 6RT 2449:20-25 (“Obviously Mr. Zirpel refused to participate in illegal activity. The court already found it would have been illegal”); 2487:8-2488:18 (reading Illegality Ruling; “I don’t get this every day in my cases, where the judge has already done the work for you. The judge has already determined. You have to accept that as true, that they were not properly permitted and that the construction was unlawful. . . . You don’t see this special event permit, and that’s why the judge decided that the theater had not been properly permitted and the construction related to that event was unlawful. He already made that decision for you.”)

²¹*See also* 6RT 3313:19-23 (“I think the fact that the court had determined that continued work would be illegal and, more importantly that Defendants felt they needed a permit in order to

have been astonishing had the jury *not* ruled for Zirpel on the §1102.5(b) claim.

Denying the Post-Trial motions, the trial court held there was sufficient evidence from which the jury could “reasonably infer that Plaintiff’s belief that continued installation of the hologram equipment was illegal was reasonable.” 4AA 2227-2228, 2238-2239. This ignores the effect on the §1102.5(b) claim of the Illegality Ruling, the Illegality Instruction, and the other instructions set forth above. Once the jury was instructed that it must accept as true that the construction was illegal, there was no need for the jury to make its own determination of reasonableness from the evidence: it was a foregone conclusion that — just as Zirpel argued in closing — “obviously it was reasonable for him to complain about this.” 6RT 2490:9-13.

In its order, the trial court also cited alleged testimony by Zirpel that he “learned of approximately 20 code violations.” 4AA 2227, 2238, citing “Zirpel Testimony, 490:20-491:27 [3AA 1632:20-1633:27].” Zirpel did not testify that he had learned of “code violations.” Zirpel testified only that he learned inspectors had “denied their own approvals” of work that had been done to date (4RT 1945:13-21) — a material distinction since §1102.5(b) requires reasonable cause to believe that there was **a violation of law**.

Finally, the trial court’s legal analysis was flawed. Two of its cited “reasonable cause” cases have been disapproved. *See Lawson v. PPG Architectural Finishes, Inc.*, 12 Cal.5th 703, 718

move on with this event, all shows that Mr. Zirpel’s belief was certainly reasonable.”)

n.2 (2022), disapproving both *Mokler v. County of Orange*, 157 Cal.App.4th 121 (2007), and *Patten v. Grant Joint Union High School District*, 134 Cal.App.4th 1378 (2005). The other cases are readily distinguishable, procedurally and factually.²² The Post-Trial Motions on the §1102.5(b) claim should have been granted.

2. The Trial Court Applied The Wrong Test Of Causation When Denying The Post-Trial Motions.

Having irrevocably prejudiced the jury's verdict on the §1102.5(b) claim with the Illegality Ruling, the trial court erred again by denying the Post-Trial Motions on the basis of the wrong test of causation.

The jury found that Zirpel's "disclosure to an ADP employee that unsafe work conditions existed and/or that continued work on the Hologram theater would violate the law" was "a contributing factor" in David's decision to terminate Zirpel's employment. 2AA 1329-1330.

Zirpel produced no evidence that he had actually been fired

²²*Jadwin v. County of Kern*, 610 F.Supp.2d 1129, 1202 (E.D.Ca. 2009), granted summary judgment to the **employer** on the §1102.5(b) claim. *Devlyn v. Lassen Mun. Util. District*, 737 F.Supp.2d 1116, 1124 (E.D.Ca. 2010), denied a motion to dismiss because the complaint properly alleged the elements of a §1102.5(b) claim using the statutory language. *Ross v. County of Riverside*, 36 Cal.App.5th 580, 592 (2019), held that under §1102.5(b), "the employee must be able to point to some legal foundation for his suspicion," a foundation lacking here. See §IV(A), *supra*. In *McVeigh v. Recology San Francisco*, 213 Cal.App.4th 443, 469 (2013), the employees whose fraud was reported by plaintiff were actually "caught doing it," evidence not present here.

for disclosing information about his working conditions. He relied entirely on a theory of temporal proximity, contending that because David had fired him after Zirpel told him conditions in the Theater were unsafe, *a fortiori* the disclosure must have been the cause of his firing. 4RT 1971:1-23 (David “immediately blew up on me” and fired Zirpel); 5RT 2171:10-12 (“obviously temporal proximity is ridiculous in this case. The temporal proximity is literally seconds after he reports it.”)

The trial court adopted Zirpel’s temporal proximity argument, citing the “immediately blew up” testimony and ruling that the timing of Zirpel’s firing constituted substantial evidence from which the jury could have found that Zirpel’s disclosure of information was “a contributing factor to Plaintiff’s discharge.” 4AA 2228, 2239.

The trial court short-circuited the causation analysis required for §1102.5 claims. Zirpel’s temporal proximity theory is — at most — only the beginning of the analysis, not the end. In §1102.5 cases, once the plaintiff has demonstrated that an activity proscribed by §1102.5 was a contributing factor in the adverse employment action, the burden shifts to the employer to demonstrate by clear and convincing evidence that the alleged action would have occurred for legitimate, independent reasons even if the employee had engaged in protected activity. §1102.6.

Thus, even assuming *arguendo* that Zirpel met his initial burden with nothing but temporal proximity, which ADP disputes, that does not entitle Zirpel to prevail. It only shifts the burden to the employer. §1102.6; *Lawson*, 12 Cal.5th at 712, 718;

Vatalaro v. County of Los Angeles, 79 Cal.App.5th 367, 379-380 (2022).

ADP met its burden under §1102.6. David stated unequivocally and without contradiction that he had done so because Zirpel was refusing to work and because David thought Zirpel was trying to extract a pay raise (4RT 1842:4-11, 1893:1-8, 1904:19-22, 1906:24-1907:1) — *not* because Zirpel had disclosed information about his working conditions (4RT 1910:2-11). Indeed, David testified that when he fired Zirpel, he was unaware that Zirpel was contending he was being required to do work that was illegal, or even that Zirpel had spoken with the fire inspectors. 4RT 1837:2-18, 1899:22-1900:3, 1903:4-10, 1903:28-1904:12, 1905:1-10.

When the employer meets the burden of showing a legitimate and independent reason for the adverse employment action, the employer is entitled to judgment. *Vatalaro*, 79 Cal.App.5th at 371, 384, 386 (affirming summary judgment for employer, which showed plaintiff had been terminated because she was insubordinate and disrespectful, not in retaliation for reporting violation of civil service rules).

C. Judgment On The §232.5(c) Claim Should Be Reversed Because The Jury’s Finding Of Causation Was Not Supported By Substantial Evidence And The Trial Court Applied The Wrong Test Of Causation In Denying The Post-Trial Motions.

Section 232.5(c) provides that no employer may

“[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses information about the employer’s working conditions.” *Id.*

The jury was instructed that to prove this claim, Zirpel had to prove that, *inter alia*, “Zirpel’s disclosure of information about his working conditions was a substantial motivating reason” for the termination of his employment. 2AA 1356. The jury was also instructed:

“A ‘substantial motivating reason’ is a reason that actually contributed to an adverse employment action. It must be more than a remote or trivial reason. It does not have to be the only reason motivating the adverse employment action.” *Id.*

A substantial motivating reason or factor requires more than mere “thoughts,” “stray remarks,” or “passing statements.” *Harris v. City of Santa Monica*, 56 Cal.4th 203, 225, 232 (2013). Zirpel’s disclosure of information must have “actually” contributed to the termination of his employment. *King v. U.S. Bank National Association*, 53 Cal.App.5th 675, 705 (2020).

It did not. Zirpel relied solely on temporal proximity, while ADP produced uncontradicted evidence that David fired Zirpel because Zirpel was refusing to work and because David thought Zirpel was just angling for a pay raise, not because Zirpel had disclosed information. *See* §IV(B)(2), *supra*.

Nevertheless, the trial court denied a JNOV on the

§232.5(c) claim, just as with the §1102.5(b) claim, on the grounds of temporal proximity. 4AA 2230, 2241. It ruled that the timing of Zirpel’s firing constituted substantial evidence from which the jury could have found that Zirpel’s disclosure of information was “a contributing factor to Plaintiff’s discharge.” *Id.*

The trial court erred twice. First, it applied the wrong legal standard. “Contributing factor” is the causation standard for claims under **§1102.5**. §1102.6; 2AA 1355. To prevail under **§232.5**, Zirpel had to prove that his disclosure of information was a “substantial motivating reason” for his discharge. 2AA 1356.

The distinction between the two standards is deliberate and significant. In *Harris*, 56 Cal.4th at 241, the Court required a retrial in a wrongful termination case because the trial court had incorrectly instructed the jury that the plaintiff only had to prove that discrimination was “a motivating factor or reason” for her firing instead of “a substantial factor or reason”:

“Requiring the plaintiff to show that [an ‘illegitimate criterion’] was a *substantial* motivating factor, rather than simply *a* motivating factor, more effectively ensures that liability will not be imposed based on evidence of mere thoughts or passing statements unrelated to the employment decision.” *Id.* at 232 (italics in original).

Second, a “substantial motivating reason” is not established by temporal proximity alone, which is all that Zirpel proffered

and the trial court cited. As explained in *McRae v. Department of Corrections & Rehabilitation*, 142 Cal.App.4th 377, 382 (2006), reversing for lack of substantial evidence a jury verdict that the plaintiff had been the victim of retaliation for filing an administrative complaint:

“For purposes of making a **prima facie** showing, the causal link may be established by an inference derived from circumstantial evidence. A plaintiff can satisfy his or her **initial** burden under the test by producing evidence of nothing more than the employer’s knowledge that the employee engaged in protected activities and the proximity in time between the protected action and the allegedly retaliatory employment decision. [Citation]. **Such evidence, however, satisfies only the plaintiff’s initial burden.** *Id.* at 388 (emphasis added).

Thereafter, if “the employer produces a legitimate, nonretaliatory reason” for the termination — as ADP did by showing that Zirpel was fired because he refused to work — then the presumption of retaliation raised by mere temporal proximity “drops out of the picture.” *Id.* (internal quotation marks omitted). To prevail, the employee must now prove that the employer’s asserted reasons were merely pretextual (*id.*) — a showing that

Zirpel did not make.

Similarly, *Arteaga v. Brink's Inc.*, 163 Cal.App.4th 327, 334 (2008), affirmed summary judgment for the employer on claims of discrimination and retaliation over the employee's temporal proximity arguments. "[T]emporal proximity . . . may satisfy the causation requirement at the *first step* of the burden-shifting process . . . But temporal proximity alone is not sufficient to raise a triable issue" once the employer has offered legitimate reasons for the discharge. *Id.* at 353 (italics in original). "Standing alone against Defendant's strongly supported legitimate reason for terminating [Plaintiff], temporal proximity does not amount to more than a scintilla of evidence of [discrimination]." *Id.*

A "scintilla" of evidence does not constitute substantial evidence. *In re Alexander L.*, 149 Cal.App.4th 605, 614 (2007). Therefore, it is insufficient to uphold a judgment. *Roddenberry v. Roddenberry*, 44 Cal.App.4th 634, 652 (1996); *Saks v. Charity Mission Baptist Church*, 90 Cal.App.4th 1116, 1121 (2003) (reversing judgment because "substantial evidence does not support the jury's verdict.") It is also insufficient to avoid a nonsuit, directed verdict, or JNOV. *Murray's Iron Works, Inc. v. Boyce*, 158 Cal.App.4th 1279, 1284-1285 (2008) ("scintilla" of evidence insufficient to avoid JNOV, nonsuit); *Wolf*, 162 Cal.App.4th at 1119-1120 (same; directed verdict).

Causation generally, and the substantial motivating reason/ factor test in particular, cannot be based on the "mere possibility of causation, nor on probabilities that are, at best,

evenly balanced, nor on speculation, or conjecture.” *City of Modesto v. Dow Chemical Co.*, 19 Cal.App.5th 130, 153 (2018). That is, “at best,” what Zirpel proffered, and it is insufficient.

D. The Punitive Damages Should Be Reversed Because They Are Unconstitutionally Excessive.

The trial court denied ADP’s challenge to the punitive damage award on the grounds that (1) ADP was precluded from challenging the evidence of its net worth, and (2) there was “sufficient evidence of reprehensible conduct” by David. 4AA 2233, 2245-2246.

ADP did not challenge the evidence of its net worth; it argued that the punitive damage award was excessive as a matter of (constitutional) law under *State Farm* and its progeny. 3AA 1420:1-1422:18, 2165:6-2166:2; 6RT 3324:19-3325:3, 3328:17-19. As the California Supreme Court explained:

“In a series of decisions culminating in *State Farm*, the United States Supreme Court has determined that the due process clause of the Fourteenth Amendment to the United States Constitution places limits on state courts’ awards of punitive damages, limits that appellate courts are required to enforce in their review of jury awards.” *Simon v. San Paolo U.S. Holding Co., Inc.*, 35 Cal.4th 1159, 1171 (2005).

When determining whether punitive damages are

unconstitutionally excessive under *State Farm*, appellate courts review the award *de novo*. *Id.* at 1172. “This exacting appellate review is intended to ensure that punitive damages are the product of the application of law, rather than a decisionmaker’s caprice.” *Id.* (internal quotation marks omitted).

The “guideposts” for appellate review of an award’s constitutionality are (1) the degree of reprehensibility of the defendant’s conduct; (2) the disparity between the actual and punitive damages; and (3) the difference between the punitive damages awarded and the civil or statutory penalties authorized or awarded in similar cases. *Id.* at 1172, citing *State Farm*, 538 U.S. at 419.

The appellant does not have to show that all three *State Farms* factors weigh in its favor to establish that the award is unconstitutional. Punitive damages may be reversed as unconstitutionally excessive even if only two factors favor the appellant. *See, e.g., Grassilli v. Barr*, 142 Cal.App.4th 1260, 1289-1290 (2006) (high ratio, punitives exceeded applicable penalties). Indeed, courts have found punitive damages to be unconstitutionally excessive based on just one factor — the ratio of compensatory to punitive damages. *See, e.g., Johnson v. Ford Motor Co.*, 135 Cal.App.4th 137, 148-150 (2005); *Romo v. Ford Motor Co.*, 113 Cal.App.4th 738, 743, 755, 763 (2003); *Tilkey v. Allstate Insurance Co.*, 56 Cal.App.5th 521, 558-563 (2020).

The trial court made no *State Farm* findings. Instead, it relied on law which predates *State Farm* and does not comply with currently required constitutional scrutiny. 4AA 2232, 2245,

citing *Rufo v. Simpson*, 86 Cal.App.4th 573, 619-620 (2001).²³

When this case is properly analyzed under *State Farm*, there is an even stronger argument for reversing this punitive damage award than in the cases cited above because here, all three guideposts point unswervingly to the conclusion that the award was unconstitutionally excessive.

1. The Degree Of Reprehensibility Was Low.

As with the other guideposts, the appellate court assesses independently the degree of reprehensibility. *Simon*, 35 Cal.4th at 1172. The court must consider whether (1) the harm was physical as opposed to economic; (2) the conduct evidenced a reckless disregard or indifference to the health or safety of others; (3) the target of the conduct was financially vulnerable; (4) the conduct involved repeated actions or was an isolated incident; and (5) the harm was the result of intentional malice, trickery, deceit, or mere accident. *Id.* at 1180, citing *State Farm*, 538 U.S. at 419.

As with the overall three-part *State Farm* framework, the appellant does not have to show that all five subfactors favor it, disproving reprehensibility entirely. “[I]t is the **degree** of the

²³For example, *Rufo* paid a deference to the jury’s determination (*id.* at 623) which has been superseded by the *de novo* review required after *State Farm*. *Simon*, 35 Cal.4th at 1172. *Rufo* also relied heavily on the wealth of the defendant (86 Cal.App.4th at 623-625), which is not a constitutional factor (*State Farm*, 538 U.S. at 418), but did not consider any comparable statutory penalties, which **is** constitutionally required under *State Farm* (*id.*). The trial court’s use of *Rufo* is puzzling because neither side cited or argued it, correctly invoking *State Farm* and its progeny instead. 3AA 1420:1-1422:18, 1833:5-1835:29.

reprehensibility, not its existence in an absolute sense, that is the critical factor in evaluating whether a damages award withstands constitutional scrutiny.” *Grassilli*, 142 Cal.App.5th at 1288 (emphasis added); *see also State Farm*, 538 U.S. at 418 (first guidepost is “degree” of reprehensibility); *Simon*, 35 Cal.4th at 1172 (same).

Reprehensibility is evaluated on a continuum or sliding scale, considering the “totality of the circumstances” to determine the “level” of reprehensibility. *Grassilli*, 142 Cal.App.5th at 1288. *See Romo*, 113 Cal.App.4th at 755 (conduct was “toward the higher end of the reprehensibility scale”); *Century Surety Co. v. Polisso*, 139 Cal.App.4th 922, 965 (2006) (conduct “rates moderately high on the reprehensibility scale”); *Gober v. Ralphs Grocery Co.*, 137 Cal.App.4th 204, 208, 219 (2006) (“Within the spectrum of possible conduct under the first subfactor . . . we conclude Ralphs’ actions are on the mitigated side of the continuum.”)

Because the trial court used outdated law, it did not analyze any of the *State Farm* subfactors. 4AA 2233, 2245-2246. Nor did it determine the **degree** of reprehensibility, as required by *State Farm*: it merely concluded, in one sentence, that there was adequate evidence of “reprehensible conduct.” *Id.*

Correctly analyzed under *State Farm*, ADP’s conduct is at the very low end of the scale, assuming *arguendo* that it registers on the scale at all. Two of the five subfactors are inapplicable. Zirpel was not financially vulnerable; when fired, Zirpel was earning a salary of \$72,800 plus bonuses and commissions. 4AA

2445, 2448; 4RT 1937:10-15. The termination of Zirpel's employment was a single, isolated incident; Zirpel testified that he had never been fired by David before (4RT 1974:28-1975:5) and had repeatedly received raises and promotions. *See* §II(A), *infra*.

Another subfactor, whether the harm was the result of intentional malice or mere accident, "is of little value in assessing a California punitive damages award because 'accidentally harmful conduct cannot provide the basis for punitive damages under our law.'" *King*, 53 Cal.App.5th at 729, citing *Simon*, 35 Cal.4th at 1181.

Nevertheless, this subfactor does not put ADP's actions at the high end of the continuum. David and Zirpel had been friends for years. 4RT 1828:3-4, 1841:2-4, 1948:9-15, 1974:23-25; 5RT 2130:15-17, 2145:14-2147:3, 2162:12-14. David's outburst and termination of Zirpel's employment was not premeditated or calculated; it was an impulsive act born out of anger, frustration, and a sense of betrayal "in the moment." 4RT 1910:7-11.

Yet even "[i]n that moment . . . all in the same breath," David "was thinking: maybe he's got a point of view." 4RT 1910:12-14. David apologized immediately (4RT 1909:23-28; 5RT 2104:19-20) and rehired Zirpel "in the same breath." 4RT 1841:4-5, 15; 1843:10-12, 1895:13-15. When Zirpel left the Theater, David tried repeatedly to telephone Zirpel, who declined the calls. 4AA 2437; 4RT 1895:22-1896:1, 1966:19-27. It was Zirpel who decided not to return to ADP. 4RT 1975:12-18; 5RT 2239:17-22 (Nelson: Zirpel would have been welcome to continue working for

ADP because he “was critical to the company”).

This is not the intentional malice required for an award of \$6 million in punitive damages. *Cf. Amerigraphics, Inc. v. Mercury Casualty Co.*, 182 Cal.App.4th 1538, 1563 (2010) ((intentional malice subfactor not present; although plaintiff went out of business as the end result of insurer’s mishandling of claim, “the evidence does not suggest that Mercury was guided by this goal from the outset.”)

Moving to the next subfactor, there is no evidence that Zirpel suffered any physical, as opposed to economic, harm from his employment’s termination. *Simon*, 35 Cal.4th at 1180. Zirpel did not even contend that he suffered any physical symptoms from his alleged emotional distress, such as headaches or sleeplessness. *See Nickerson v. Stonebridge Life Ins. Co.*, 5 Cal.App.5th 1, 17 (2016) (“The record contains no indication that Nickerson suffered any physical symptoms from his emotional distress and so this factor does not apply.”)²⁴

When there is neither physical injury nor physical symptoms from emotional distress, courts have concluded that an employer’s conduct is, at most, “of only a modest degree of

²⁴Moreover, the evidence of Zirpel’s alleged emotional distress was minimal. Although Zirpel asserted that the day he was fired was “one of the worst days of my life” (5RT 2130:10), he did not go to a therapist, feeling it was best just to get a new job “and focus on other things.” 5RT 2132:22-2133:8. And while he testified that he felt cut off from David and coworkers who had been his friends and felt “some hurt” from being unable to attend their weddings or baby showers (5RT 2130:11-2131:10), that isolation was self-imposed because Zirpel did not want to compromise his litigation against ADP (5RT 2130:21-25, 2131:7-9).

reprehensibility.” *Gober*, 137 Cal.App.4th at 208, 219, 222-223 (in sexual harassment case, grocery chain promoted manager knowing of his prior inappropriate conduct but quickly removed and demoted him after additional complaints; punitives reduced from \$5 million per plaintiff to \$300,000-\$450,000 apiece).

The remaining subfactor is whether the defendant’s conduct evinced indifference to or a reckless disregard of others’ health or safety. *Simon*, 35 Cal.4th at 1180. This subfactor comes into play, as *Gober* noted (137 Cal.App.4th at 220), where a huge, wealthy corporation manufactures a product it knows is dangerous, yet continues to sell and market the product to millions of innocent consumers, usually through deceptive and fraudulent practices. *See, e.g., Boeken v. Philip Morris, Inc.*, 127 Cal.App.4th 1640, 1691-1692, 1694 (2005) (cigarettes; conduct was “extremely reprehensible”), cited at *Gober*, 137 Cal.App.4th at 220; *Romo*, 113 Cal.App.4th at 755 (2003) (defectively designed car; conduct was “highly reprehensible”); *Izell v. Union Carbide Corp.*, 231 Cal.App.4th 962, 985-987 (2014) (asbestos; conduct showed “high reprehensibility”).

This case is not remotely similar to those cited above. ADP did not ignore others’ health and safety. To the contrary, ADP took care of every issue raised by any city inspector. 5RT 2208:16-2209:21, 2210:3-14. The required fire exit signs were purchased immediately (4RT 1960:22-25, 1962:10-13; 5RT 2208:16-22, 2209:17-2210:2) and were installed before any event was held at the Theater (5RT 2209:22-2210:2). ADP knew that a permit was required for the Event (5RT 2203:27-2204:3, 2217:22-

26, 2228:2-7, 2236:2-10, 2277:12-16); applied for one (5AA 2753; 5RT 2218:13-16, 2255:20-27); and told Zirpel that it had done so (4AA 2439; 5RT 2232:14-19). That permit was obtained (3AA 1681; 4RT 1871:19-22; 5RT 2223:2-6, 2291:14-18, 2295:26-2296:1), as were permits for the numerous other special events which followed (*see* §IV(B)(2), *supra*).

City inspectors attended the Event. 5RT 2194:26-2195:24; 5AA 3055. They never raised any unresolved issue, either then or at any other special event. 5RT 2196:16-23, 2210:15-18. All of the items listed in the Correction Notices were resolved. 4AA 2593-2596, 2623; 5RT 2200:25-2201:7. ADP was never out of compliance with its permits for any show and was never told an event could not proceed. 5RT 2235:4-9, 2235:27-2236:1.

In summary, ADP showed no disregard for the health and safety of others. Furthermore, Zirpel was neither physically harmed nor financially vulnerable, and the termination of Zirpel's employment was an isolated incident, an impulsive rather than premeditated act which David immediately tried to take back and for which he apologized.

When so many of the *State Farm* subfactors are absent, courts routinely hold that punitive damage awards are unconstitutionally excessive. *See, e.g., Amerigraphics*, 182 Cal.App.4th at 1563, 1566 (only financial vulnerability subfactor present; punitives reduced on appeal from \$1.7 million to \$500,000, a 3.8:1 ratio); *Walker v. Farmers Ins. Exchange*, 153 Cal.App.4th 965, 974-975 (2007) (same; affirming reduction from \$8.3 million to \$1.5 million, a 1:1 ratio); *Simon*, 35 Cal.4th at

1181, 1189 (only intentional malice subfactor present; punitives reduced from \$1.7 million to \$50,000). The punitive damages awarded here cannot stand either.

2. The Ratio Of Compensatory To Punitive Damages Is Unreasonably High, Especially Given The Large Award Of Noneconomic Damages.

Due process requires a “reasonable relationship” between the actual and punitive damages. *Simon*, 35 Cal.4th at 1181; *State Farm*, 538 U.S. at 426 (punitive damages must be “both reasonable and proportionate” to harm and actual damages). Ratios of 3 or 4 to 1 are “instructive” as the “due process norm.” *Simon*, 35 Cal.4th at 1182; *State Farm*, 538 U.S. at 425 (same; 4:1 “might be close to the line of constitutional impropriety”).

Here, the ratio of punitive to compensatory damages is approximately 6 to 1. Ratios of this size, and lower, have been reversed as unconstitutionally excessive in other employment cases. *See, e.g., Roby v. McKesson Corp.*, 47 Cal.4th 686, 719-720 (2009) (sexual harassment; 4:1 ratio reduced to 1:1); *King*, 53 Cal.App.5th at 682-683, 731 (2020) (wrongful termination; 2:1 reduced to 1:1); *Colucci v. T-Mobile USA, Inc.*, 48 Cal.App.5th 442, 458-460 (2020) (workplace retaliation; 4:1 reduced to 1:5); *Tilkey*, 56 Cal.App.5th at 561-563 (wrongful termination; 6:1 reduced to 1.5 times the defamation damages).

When the compensatory damages are already substantial, “then a lesser ratio, perhaps only equal to compensatory damages, can reach the outermost limit of the due process

guarantee.” *State Farm*, 538 U.S. at 425. *See Roby*, 47 Cal.4th at 717-718 (1:1); *King*, 53 Cal.App.5th at 683, 730-731 (1:1); *Colucci*, 48 Cal.App.5th at 446-447, 449-450, 461-462 (1:5).

Punitive damage awards are especially suspect when, as here, those substantial compensatory damages “include an amount for emotional distress, such as humiliation or indignation aroused by defendant’s act, [so] there is no clear line of demarcation between punishment and compensation and a verdict for a specified amount frequently includes elements of both.” *State Farm*, 538 U.S. at 426 (\$1 million for emotional distress; punitive damages reversed).

Thus, in *Roby*, where \$1.3 million of the \$1,905,000 in compensatory damages was for physical and emotional distress which “may have reflected the jury’s indignation at McKesson’s conduct, thus including a punitive component,” the punitive damages were reduced from \$15 million to \$1,905,000. 47 Cal.4th at 718. *See also Colucci*, 48 Cal.App.5th at 459-460 (\$700,000 of \$1,320,042 in compensatory damages awarded for noneconomic harm and/or emotional distress; punitive damages reduced from \$4 million to \$1,530,063). Here, \$700,000 of the \$1,068,717 in compensatory damages was for noneconomic damages and emotional distress (65.5%). That is almost identical to the percentages in *Roby* (68.2%) and *Colucci* (68.6%), which both held the punitive damages excessive.

Nor is the relevant analysis dependent solely on arithmetic. Also particularly pertinent here is *State Farm*’s observation that an award for emotional distress already includes an element of

punishment, making a large additional award of punitive damages especially suspect. 538 U.S. at 426. In this case, the award for emotional distress was so large, and the evidence of Zirpel’s emotional distress so weak (*see* §IV(D)(1), *supra*), there is a strong inference that the jury had already punished ADP with its \$700,000 award for emotional distress, making the \$6 million in punitive damages duplicative and reinforcing the conclusion that they are unconstitutionally excessive.

3. The Punitives Vastly Exceed The Maximum Civil Penalty For Such Conduct.

Finally, under *State Farm* the reviewing court must consider the difference between the punitive damages awarded and the civil or statutory penalties authorized or awarded in similar cases. *Simon*, 35 Cal.4th at 1172.

While there are no such penalties for violation of §232.5 (*Sargent v. Board of Trustees etc.*, 61 Cal.App.5th 658, 670, 675 (2021)), there is a maximum civil penalty of \$10,000 for a violation of §1102.5. §1102.5(f). The punitive damages here are **600 times** that cap.

Punitive damages of “only” 100 times the corresponding maximum statutory penalty were ruled unconstitutionally excessive in *Roby*, 47 Cal.4th at 718-719. Even smaller ratios of punitives to penalties have also been ruled unconstitutional. *See, e.g., Gober*, 137 Cal.App.4th at 208, 222-223 (14:1 ratio reduced to 1:1; \$350,000 maximum penalty; punitives of \$5 million per plaintiff reduced to \$300,000-\$450,000 apiece).

In short, ADP’s degree of reprehensibility was low; the ratio

**CERTIFICATE OF COMPLIANCE
PURSUANT TO CRC 8.204(C)(1)**

Pursuant to California Rules of Court 8.204(c)(1), I certify that the attached brief was produced on a computer and, according to the word count of the computer program used to prepare the brief, contains 13,776 words, within the above-stated limits applicable to said brief.

Dated this 7th day of September, 2022.

/s/

FRED D. HEATHER

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DECLARATION OF DANIEL JACKSON

I, Daniel Jackson, declare:

1. I have personal knowledge of the facts stated below, and if called as a witness, I would and could testify competently to them.
2. I have known Mr. Rovier Carrington since at least 2004, and I am proud to call him a friend.
3. In the summer of 2006, Mr. Carrington auditioned for “Parental Control” and “Next” at MTV headquarters in Santa Monica, CA.
4. Mr. Carrington met Mr. Brian Graden while leaving the audition, in which Mr. Graden followed Mr. Carrington outside the building to inquire about his age and to ask him to dinner.
5. Mr. Graden discovered Mr. Carrington was underage, however, he insisted they have dinner to discuss Rovier’s future with Viacom, as Brian explained he was “an important man” in the company.
6. During the evening of the audition day, I drove with Mr. Carrington to Mr. Graden’s Hollywood Hills home, which was placed behind a gate and long driveway.
7. Mr. Carrington was hesitant to engage with Mr. Graden inside his home, as Rovier expected to discuss business with Mr. Graden at a restaurant.
8. I witnessed Brian greet Rovier in slacks, a t-shirt and short brown hair near the front entrance of Mr. Graden’s glass home.
9. I saw Mr. Carrington immediately after he exited Mr. Graden’s home, which was about two-hours later. Rovier’s face and legs were bloody, as he was terror-stricken and weeping while telling me what occurred inside Brian’s home.
10. Mr. Carrington said, Mr. Graden made him feel comfortable in the first five-minutes by relating over current events and by Brian mentioning his role in TV series, “South Park”.
11. Mr. Carrington said Mr. Graden prepared cocktails while discussing his accomplishments,

1 however, Brian's conduct altered after he insisted Rovier drink with him.

2 12. Mr. Carrington explained how he became lightheaded and ill after a sip or two – and asked Mr.
3 Graden for help, but Brian began kissing and massaging him.

4 13. Mr. Carrington explained how Mr. Graden placed him over his shoulders and carried him to an
5 upstairs bedroom while he was in/out of consciousness.

6 14. Mr. Carrington said Mr. Graden threw him onto a bed in a dim room and began removing
7 both of their clothes despite Mr. Carrington begging him to stop.

8 15. Mr. Carrington said while he was in/out of consciousness, Mr. Graden beat him in the face and
9 neck with an opened and closed fist while yelling, "Other boys Mr. Carrington's age obeyed orders".

10 16. Mr. Carrington said Mr. Graden did not use protection while inside his rectum – and that the
11 intercourse was so rough; he bled throughout, which caused long-term damage. I was told Mr. Graden
12 recorded the rape for enjoyment – and told Rovier to remain silent, if he wanted to be a star.

13 17. Mr. Carrington told me he was too frightened to tell his parents, as his first sexual experience
14 was now with a man who raped him - and due to Brian telling him no one would believe him.

15 18. Mr. Graden returned into Mr. Carrington's life in the summer of 2014 after Mr. Graden
16 reached out to Rovier on a social site where Mr. Graden apologized for raping him.

17 19. Mr. Carrington informed Mr. Graden he was working with HBO regarding a dark comedy he
18 created – in addition to a Reality Show he also created, by which Mr. Graden offered Rovier a deal
19 with Graden Media to produce his shows, which had wealthy young-adults of celebrities attached.

20 20. Mr. Carrington tried to maintain a business only relationship with Mr. Graden, but once Brian
21 demanded they have sex, Brian then requested Rovier become his 2nd boyfriend, as his 1st boyfriend
22 was well-known Photographer, Ted Sun.

23 21. Mr. Carrington dated Mr. Graden for two-years between 2014-2016.
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1 22. Mr. Graden physically, sexually and emotionally abused Mr. Carrington throughout their
2 relationship – and would threaten to have Mr. Carrington blacklisted, if he ever departed their
3 foundation or told authorities about his behavior – including, the weekly underage sex parties Mr.
4 Graden would have at his home, which were arranged by Mr. Graden’s 1st Boyfriend, Ted Sun. The
5 party’s guest list included, known Hollywood Moguls and Mr. Graden’s attorney, Larry Stein.
6

7 23. Mr. Carrington told me that Mr. Graden would regularly drug him with GHB placed inside his
8 cocktails without his consent - and how Mr. Graden would allow his friends and his attorney, Larry
9 Stein to have unprotected sex with Mr. Carrington while he was unconscious in their bedroom.

10 24. I have personally seen videos in Mr. Graden’s MacBook of Mr. Graden and Larry Stein raping
11 an unconscious Mr. Carrington - and what appeared to be, unconscious teenage-boys.
12

13 25. During the summer of 2015, I went with Rovier, Alex Vega, and Actor, [Redacted], to Mr.
14 Graden's house. Brian was having a "sex party", with over two-dozen naked males, ranging from ages
15 15-55-years-old - and they were having unprotected group sex, which was being recorded by Ted Sun.
16

17 26. Mr. Carrington, and I felt extremely uncomfortable at this party - and did not want to
18 participate, whatsoever, and wanted to leave.

19 27. When we attempted to exit, Mr. Graden screamed at Mr. Carrington, physically attacking
20 him, and threatened that if he left the party, his reality show would never be made.

21 28. Mr. Graden grabbed Rovier by the neck, and pushed him to the side of the party, near the
22 front of the house. I followed them, and got into an argument with Graden, and we were about ready
23 to get into a physical altercation and fight. At that point, Rovier interceded, and the two of us backed
24 down - and I dragged Rovier out of Graden's house, and we left.
25

26 29. In late 2017, I interviewed with Debra Birnbaum of Variety regarding the horrible acts Brian
27 Graden committed against Mr. Carrington. I confirmed to Debra that Brian raped, drugged, and
28

1 physically and emotionally abused Rovier over a decade's time. Debra asked me about Mr. Graden's
2 and Rovier's working relationship, by which I explained Brian stole "Finding Prince Charming" from
3 Rovier and tried to buy his silence by producing Mr. Carrington's dark comedy, "Heiristocracy",
4 however, Brian became vexed and beat Rovier in September 2017 and blacklisted him. Debra thanked
5 me for my confirmation and said several others have confirmed Brian's misconduct.

6
7 30. During October 2019, Rovier expressed to me that Brian Graden and his attorney, Larry Stein
8 were making threatening phone calls to him – and saying he'd be harmed if he continued his criminal
9 reports against them or showed up to court in New York. Rovier said he received calls from Viacom's
10 attorney's as well – and he was scared for his life, given they said they'll hire a Fixer to murder him.

11 31. I am also aware of Mr. Carrington's relationship with Mr. Sumner Redstone.

12
13 32. In late October 2010, I went to Paramount Pictures with Jeremy Escherich, as Rovier was feet
14 away in Sumner Redstone's town car. Sumner demanded Rovier meet with him to discuss his loyalty
15 to the company. Once Mr. Carrington exited the car, his pants were undone and his belt was loosened.
16 Rovier explained Sumner had removed his pants and massaged his penis without permission. Rovier
17 said he was in shock and said stop, however, Sumner wanted to size him up for Brad Grey – and told
18 him, his projects would be released if he could be loyal and remain silent. I saw Sumner wave at
19 Rovier, as he drove away.

20
21 33. I am also aware of Mr. Carrington's relationship with Mr. Brad Grey.

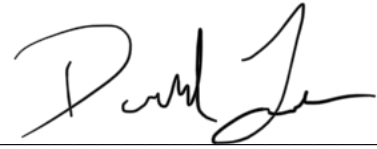
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23 34. Mr. Grey sexually assaulted and stalked Mr. Carrington on several occasions from November
24 2010 – February 2017. I witnessed Brad force himself on Rovier while in Mr. Grey's car after their
25 first meeting, and again in January 2011 at the Golden Globes, which led to Brad raping Rovier in a
26 suite, while I stood outside the room with Jeremy, and again after Rovier complained about Brad's
27 close friend, Harvey Weinstein raping him after a meeting Sumner Redstone and Brad Grey arranged
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between Harvey and Mr. Carrington. Brad and Sumner threatened Rovier's life in front of me – and tired to force him into signing an NDA and accepting hush money, by which Rovier refused.

I declare under penalty of perjury under the laws of the State of California, and under the laws of the United States, that the foregoing it true and accurate.

Executed this ___ day of October 2019.



Daniel Jackson, declarant.

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8 email: dana@danacolelaw.com

6 Attorney for Defendant,
7 ALKIVIADES DAVID

8
9 **SUPERIOR COURT CALIFORNIA, COUNTY OF LOS ANGELES**
10 **EASTERN DISTRICT – POMONA COURTHOUSE**

11
12 ELIZABETH TAYLOR,
13 CHASITY JONES,
14
15 Plaintiffs,

14 vs.

15 ALKIVIADES DAVID, et al.,
16
17 Defendants.

No. BC 649025

DEFENDANT REQUEST FOR COURT TO
RECUSE PER CCP SEC. 170.1

DATE: March 14, 2023

TIME: 8:30 a.m.

DEPT: O [Hon. Thomas Falls]

18 TO THE HONORABLE THOMAS FALLS, JUDGE OF THE SUPERIOR COURT:

19 Defendant ALKIVIADES DAVID respectfully requests that the Court disqualify and/or
20 recuse itself in the interests of justice pursuant to Code of Civ. Proced. Sec. 170.1 based upon the
21 following instances of actual and/or perceived lack of impartiality or bias:

- 22 a. On February 22, 2023, the Court held the defendant in direct contempt based on
23 repeated interruptions despite multiple warnings from the Court. For purposes of this
24 Request, the defendant does not dispute the Court's findings. However, upon immed-
25 iate sentencing, the Court sentenced the defendant to five days in county jail to be
26 served forthwith, despite an apology from the defendant and his acknowledged under-
27 standing to refrain from further interruptions. Upon immediate remand into custody,
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1 the Court failed or refused to appropriately notify the Los Angeles Sheriff Department
2 that the defendant was to serve five days. Instead, the Court issued a no bail remand
3 back to court for February 27, 2023, wrongly believing that February 27 constituted
4 the fifth day of incarceration. In fact, February 27, 2023, constituted the sixth day of
5 incarceration, which was beyond the time in which the defendant was sentenced.
6 Additionally, by failing or refusing to advise the Sheriff Department of the five-day
7 sentence, the defendant was precluded from earning Penal Code sec. 4019 credits that
8 likely would have resulted in his release on or before February 25, 2023. [It should be
9 noted that once defense counsel brought the Court's error to its attention, the Court
10 took steps, including phone calls to County Jail, to ensure that the defendant was
11 released from the courthouse rather than typically having to return to County Jail for
12 release from that location. Additionally, after learning that the defendant had not
13 eaten (other than peanut butter) and had not showered in five days, the Court
14 graciously agreed to continue proceedings to March 14, 2023, to allow the defendant
15 an opportunity to recover from his jail ordeal – underscoring the depraved conditions
16 existing in Los Angeles County Jail]. In total, the defendant spent at least an
17 additional 24 hours wrongfully detained, which included bringing the defendant in
18 shackles and an orange jail jumpsuit into the courtroom on February 27, 2023, which
19 further shamed and demeaned the defendant in a civil proceeding before opposing
20 counsel and emphasized the defendant's wrongful incarceration at that time;

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24 b. On February 22, 2023, prior to finding the defendant in contempt, the Court precluded
25 the defendant from having his fully certified service dog, Vader, at his side during
26 court proceedings. The dog is deemed a comfort and anti-anxiety service animal.
27 That certification was presented to the Court prior to commencement of the hearing.
28

1 Instead, the Court ordered that the dog be confined in a conference room adjacent to
2 the courtroom because the Court was advised by a Sheriff Department deputy that
3 there were unconfirmed reports that the dog had previously bitten two individuals
4 during prior court appearances. That hearsay report was unverified and turned out to
5 be unfounded. During court proceedings, the defendant could hear his dog bark and
6 whine, which inflicted distress on the defendant, and arguably contributed to the
7 defendant's outbursts that resulted in the contempt citation. Defendant asserts that the
8 Court unfairly deprived him of his fully certified service dog, which resulted in the
9 defendant suffering increased anxiety during court proceedings. Additionally, despite
10 the unfounded allegations regarding the dog, the Court continues to require informa-
11 tion from the defendant relating to the dog, its training and the defendant's need for
12 same, arguably in violation of California law and the Americans With Disabilities Act
13 ("ADA"; and

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16 c. At the court proceeding on February 27, 2023, the Court admonished the defendant on
17 a few occasions that it could further incarcerate the defendant indefinitely in county
18 jail for "coercive contempt," if he fails to accurately and fully answer questions
19 relating to his financial condition. The Court cited a few examples to the defendant of
20 individuals being held for years because of coercive contempt. Defendant perceived
21 this admonishment as a possible threat and further indication that the Court lacks
22 impartiality with respect to his case and harbors animus towards him, in that, the Court
23 has no indication at present that the defendant will not fully cooperate in the March
24 14, 2023 scheduled judgment debtor proceeding.

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26 For the foregoing reasons, defendant respectfully requests that the Court disqualify itself
27 from further proceedings, or alternatively, refer the matter to another judge for a determination
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regarding allegations that the Court cannot be impartial based upon the afore-described events and statements. Accordingly, the defendant ALKI DAVID has a reasonable and good faith belief that a person aware of the facts aforementioned might reasonably entertain a doubt that the judge would be able to be impartial in the pending matters. (CCP sec. 170.1).

Dated: March 3, 2023

Respectfully submitted:

DANA M. COLE
Attorney for Defendant,
ALKI DAVID

STATEMENT OF TRUTH – MATTHEW HUZAINEH

RE: ALKIVIADES DAVID (Applicant in THE HIGH COURT OF JUSTICE KING’S BENCH DIVISION)

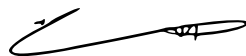
I, Matthew Huzaineh, of sound mind and under no duress, make the following statement freely and truthfully. I understand that the statement may be used in legal proceedings and I confirm that the facts stated herein are true to the best of my knowledge and belief.

1. I am an attorney in good standing in the State of California (California Bar Number 326242). My legal practice is based in Los Angeles, California.
2. I am writing this sworn statement of truth in support of Mr. Alkiviades David in regard to his upcoming hearing in the High Court of Justice in London.
3. I have known Mr. David for at least three years and have witnessed first-hand the extreme legal and personal abuse he has endured, particularly within the California legal system. He has been subjected to unfair litigation, corrupt judicial practices, and misconduct by members of the legal profession—including his own counsel. These actions have caused profound damage to his reputation, health, and livelihood.
4. I am aware of multiple instances where Mr. David’s evidence was suppressed, his legal representation worked against his interests, and coordinated efforts were made to destroy his businesses and credibility. This includes but is not limited to the misuse of the court system to pursue punitive financial judgments, the manipulation of witnesses, and the weaponization of legal procedures against him.
5. I respectfully urge the Honourable Court to take these abuses into serious consideration when reviewing the facts of this case. Mr. David has consistently maintained his innocence, and I believe he is the victim of a systemic failure that must not be perpetuated across borders.

Thank you for your attention to this matter.

I make this statement in good faith, understanding that it may be submitted to a court or regulatory authority. I am available to clarify or testify under oath if required.

Sincerely,



Matthew Huzaineh, Esq., J.D., LL.M.
626 Wilshire Blvd., Suite 410
Los Angeles, CA 90017

Executed on this 9th day of July 2025.

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PETITION

IN THE HIGH COURT OF JUSTICE
ANTIGUA AND BARBUDA
CIVIL DIVISION

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PETITION
by ALKI DAVID

I, ALKI DAVID, do hereby make oath and state as follows:

1. I make this affidavit in further support of my Petition currently before this Honourable Court seeking relief for malicious prosecution, abuse of process, and conspiracy.
2. I assert that CBS, FOX, NBC, and ABC do not operate as independent competitors, but rather as co-conspirators under the strategic influence of a transnational power structure known as the "Mega Group." This group includes Shari Redstone (CBS/Paramount), Rupert Murdoch (FOX), Brian Roberts (NBC/Comcast), and their trusted legal operatives such as David Boies, Gloria Allred, Lisa Bloom, and Tom Girardi.
3. These media corporations function as a unified monopolycolluding through shared legal and financial instruments, exclusive cross-licensing arrangements, and coordinated blacklisting of adversaries. My digital broadcasting platform, FilmOn, was the first to legally challenge this structure through the landmark MVPD (Multichannel Video Programming Distributor) license case in U.S. District Court. The ruling recognized FilmOns right to stream public broadcast contentthreatening the outdated, cable-monopoly model that these networks controlled.
4. In direct retaliation, these networks weaponized litigation and influence against me:
 - FOX, through its subsidiary Gracie Films, used unlicensed hologram technology to display Homer Simpson at Comic-Con, prompting my lawsuit.
 - NBC, through Comcasts stake in DoubleVerify, issued false reputational reports on FilmOn, sabotaging ad revenue and syndication contracts.

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PETITION

- CBS launched a campaign to discredit me following the CBSYouSuck.com expos, which unveiled internal fraud and sexual exploitation cover-ups.
- ABC indirectly supported legal proxies who filed false lawsuits to paralyze my operations and suppress my platforms expansion.

5. My companies FilmOn, CinemaNow, Hologram USA, SwissX, and others suffered combined financial losses exceeding \$10 billion USD. This includes prolonged legal retaliation following our historic victory in FilmOn v. DoubleVerify. I was represented in that case by attorney Ryan Baker, who successfully argued our position before both the Supreme Court of California and the Supreme Court of the United States. The resulting decisions have since become landmark case law in the area of digital broadcast defamation and were hailed by scholars as precedent-setting in defending innovation against monopolistic censorship. Notably, Ryan Baker now represents Mrs. Katherine Jackson, mother of the late Michael Jackson. Mrs. Jackson has expressed her full support for me and confirmed that the persecution I face mirrors the coordinated legal and media assault endured by her son. She is prepared to testify to the syndicate's role in both our cases and the common strategies of media exploitation and fraudulent litigation that targeted us.

One of the defining moments in this battle was the FCC's Notice of Proposed Rulemaking (NPRM) led by Chairman Tom Wheeler, which proposed that digital streaming platforms like FilmOn and CinemaNow be classified as Multichannel Video Programming Distributors (MVPDs), thereby granting them the same legal access to content as cable companies. This reform directly threatened the monopolistic control of CBS, FOX, NBC, and ABC.

I worked closely with FCC counsel Rebecca Rini during this regulatory battle. Rebecca Rini was instrumental in helping me secure legal positioning for FilmOn's MVPD status, but tragically, she is now deceased. Her death occurred under suspicious circumstances just as these media networks intensified their coordinated retaliation. Rini's legacy and work are crucial to understanding the structural efforts undertaken to reform the broadcast industry and the violent opposition those reforms provoked from the very networks now co...

due to canceled licensing deals, deplatforming, malicious defamation, and legal obstruction executed by this monopoly cartel and its proxies.

6. David Boies has consistently represented the interests of this syndicate under the guise of legal advocacy.

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PETITION

His firm coordinated multiple attacks on my companies and orchestrated the attempted enforcement of fraudulent U.S. judgments in Antigua. He is further tied to the illegal resurrection of LimeWire 2.0 in Austria platform permanently shut down by U.S. court order, which has since been reactivated by CBS-affiliated backers through shell entities.

7. My exposure of these actions through CBSYouSuck.com created a viral digital footprint that attracted massive public support but provoked equally aggressive retaliation by these networks. They initiated lawfare through agents such as Gloria Allred, Lisa Bloom, and Tom Girardi, who coerced false witnesses and staged legal entrapments to discredit me in multiple jurisdictions.

8. Multiple whistleblowers including Ciara Menifee and Grant Zimmerman have submitted declarations attesting to fabricated allegations, perjury, and coercion tied directly to these attorneys and the networks backing them. In addition, members of Michael Jackson's family who themselves have been targeted by the same syndicate have publicly and privately expressed their support for my legal battle. Rose McGowan, one of the original faces of the #MeToo movement, has also confirmed her willingness to stand as a witness. Numerous attorneys across California, with firsthand knowledge of the misconduct of Boies, Allred, and Girardi, have come forward and expressed their readiness to testify under oath to the systemic legal abuse carried out by this group.

9. This syndicate constitutes a transnational racketeering cartel operating with total disregard for the sovereignty of states, the dignity of individuals, and the sanctity of justice. It is no longer simply a media empire; it is a coordinated apparatus of intimidation, censorship, extortion, and cultural domination. It is, without exaggeration, a scourge on our species.

10. The same group of individuals and institutions who targeted me were previously involved in one of the most infamous legal persecutions in modern entertainment history against Michael Jackson. CBS, Gloria Allred, Tom Girardi, and David Boies were all connected through legal and media coordination with Barry K. Rothman, the original attorney involved in the Jordan Chandler case. Anthony Pellicano, who later targeted me, also played a role in surveillance and manipulation during Jackson's trials.

11. Michael Jackson's family has come forward in support of me and my legal struggle. They recognize the

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PETITION

same actors, media outlets, and attorneys who maliciously dismantled Michael Jackson's career and reputation, and have since turned their coordinated tactics against me. The pattern of abuse, media distortion, and legal entrapment is identical, and the Jackson family has acknowledged that my fight is theirs as well as a shared resistance against the same transnational network that ruins artists, inventors, ...

12. Barry K. Rothman, who served as my attorney in defending me against Gloria Allred's fraudulent and malicious lawsuits many of which were coordinated with CBS following the launch of CBSYouSuck.com was murdered in 2018. Rothman had extensive knowledge of the same legal figures who targeted Michael Jackson and was actively preparing counterclaims against CBS and Allred on my behalf. His death occurred during the escalation of threats I received from Robert Shapiro and Fred Heather, and is part of a ...

13. Similarly, Mark Lieberman, my attorney in the federal lawsuit *Alkiviades David v. Comcast et al.* filed in Dallas, Texas, was also found dead under suspicious circumstances. Before his death, Lieberman submitted two formal letters to the United States Department of Justice supporting my claims and urging immediate federal oversight into the coordinated legal campaign being waged against me.

In addition, Lieberman was responsible for initiating the civil RICO suit against Joseph Chora, which was first filed in the Northern District of Texas and later transferred to the Central District of California (Case No. 2:23-cv-00736-ODW-AS) [source](#). After evaluating procedural posture and government indictments in the Girardi case, I voluntarily dismissed one round of proceedings without prejudice, strategically preparing to reinstate once all material evidence including witness threats, ADA violations, and property theft could be fully documented and submitted under protected status.

Lieberman was preparing to reveal internal documentation and witness statements tying Comcast, DoubleVerify, and CBS to coordinated digital censorship and legal sabotage targeting my platforms, including FilmOn and SwissX.

14. The pattern of sudden deaths surrounding my key legal defenders, combined with prior targeted murders of individuals like Jack Palladino and Barry Rothman, demonstrates a clear intent to silence those willing to stand up to the syndicate. These are not isolated events they are part of an organized campaign of legal, reputational, and physical destruction against anyone who resists the Mega Group's control.

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PETITION

15. Daphne Barak, a long-time CBS-affiliated journalist and known associate of Shari Redstone and David Boies, played a dual role in the Petitioners targeting. Barak previously conducted exclusive interviews with Michael Jackson for CBS during the height of his legal persecution, raising serious questions about her access and her editorial intentions. More recently, she gained exclusive interviews with Ghislaine Maxwell, a convicted conspirator in Jeffrey Epsteins trafficking network. Baraks ...

16. Newly surfaced evidence further proves the orchestrated nature of this conspiracy. Text messages provided by Mary Rizzo, a direct insider to several of the claimants involved in these litigations, clearly indicate that the legal campaign against me was designed not for justice but to sabotage my companies FilmOn, Hologram USA, SwissX, and CinemaNow. These communications explicitly reference a coordinated plan to "take him out through litigation" and confirm that I was the intended target beca...

17. David Boies transnational destabilization efforts extend beyond the United States. He played a central role in orchestrating the global campaign against the British Royal Family, specifically targeting Prince Andrew through the now-deceased Virginia Giuffre. Giuffre, long presented as a central figure in the Jeffrey Epstein case, had initially faked her suicide before her death was ultimately confirmed under highly suspicious circumstances. Her testimony was weaponized by Boies and his associates ...

18. At the core of this transnational conspiracy lies a central nexus: David Boies, Shari Redstone, and Daphne Barak. Boies, the legal enforcer; Redstone, the media power broker and financial architect; and Barak, the narrative manipulator and intelligence liaison, work in tandem to coordinate takedowns of whistleblowers, competitors, and dissenting voices across borders. This triumvirate represents the operational backbone of the syndicate targeting me and others, linking legal warfare, media m...

19. One of the most revealing pieces of evidence concerning the financial mechanisms behind this syndicate came from the investigative work of John Quirk, a trusted analyst who traced over \$200 million in assets connected to Gloria Allred, was first run over by a vehicle in Turkey under suspicious circumstances and later died after being poisoned while under medical supervision in a hospital. His death, confirmed by multiple witnesses and local reports, fits a consistent pattern of targeted silencing of individuals tied to key financial investigations exposing this syndicate. Quirk through living trusts, shell companies, and opaque holding structures. Quirks investigation, which included data showing fund flows linked to litigation clients and alleged

SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF PETITION

victims, revealed that Gloria Allred employed the same fraudulent structures as Tom Girar...

16. I affirm that these statements are true to the best of my knowledge and belief and respectfully submit them in support of my Petition currently before this Honourable Court.

DATED this ____ day of June 2025.

ALKI DAVID

Petitioner

1 Matthew Huzaineh
2 The Law Office of Matthew Huzaineh, P.C.
3 626 Wilshire Blvd., Suite 410
4 Los Angeles, CA 90017
5 (310) 362-1650
6 matt@huzlaw.com

7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

9 ALKIVIADES DAVID, FILMON TV LTD.;) Case No. 2:24-cv-01665
10 FILMON TV INC.;)
11 ALKI DAVID PRODUCTION INC.;)
12 HOLOGRAM USA)
13 *Petitioners*)

14 -v-)

15 Los Angeles County Superior Court)
16 No. BC654017, Hon. Michelle Williams)
17 Los Angeles County Superior Court)
18 No. BC643099 Hon. Terry Green)
19 Hon. Christopher K. Lui)
20 Los Angeles County Superior Courts)
21 No. BC649025 Hon. Rafael A. Ongkeko)
22 California State Court of Appeals, Second District,)
23 Division Four.)
24 California State Court of Appeals, Second District,)
25 Division Two.)

26 *Respondents*)

27 Real Parties in Interest:

28 *Elizabeth Taylor*
Chasity Jones
Lauren Reeves
Mahim Khan

1 **PETITION FOR WRIT OF ERROR CORAM NON JUDICE**

2
3 **JURISDICTIONAL STATEMENT**

4 I. This action commences under the All-Writs Act, 42 USCS § 1988(a)¹
5 where proper jurisdiction is vested in the United States District Court. This action
6 further commences under the 28 USCS § 1332(a)(3)² diversity statute.
7

8
9 II. ALKIVIADES DAVID, FILMON TV LTD, FILMON TV INC, ALKI
10 DAVID PRODUCTIONS INC, and HOLOGRAM USA, hereinafter the Petitioners,
11 appear through retained counsel MATTHEW HUZAINEH.
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14 **ORIGINAL JURISDICTION OF THE FEDERAL COURTS**

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20 ¹ The jurisdiction in civil and criminal matters conferred on the district and circuit courts by the provisions
21 of title, (42 USCS § 1988(a)), and of title “Civil Rights” and of title “Crimes”, for all the protection of all
22 persons in the United States in their civil rights, and their [vindication], shall be exercised and enforced in
23 conformity with the laws of the United States., so far as such laws are suitable to carry the same into effect,
24 but in all cases where they are not adapted to the object, or are deficient in the provisions necessary to
furnish suitable remedies and punish offenses against the law, the common law, as modified and changed
by the constitution and statutes of the state wherein the court having jurisdiction of such civil or criminal
cause is held, so far as the same is not inconsistent with the constitution, and laws of the United States, shall
be extended to govern the said courts in the trial and disposition of the cause.

25 ² 28 U.S.C. 1332 (a) The district courts shall have original jurisdiction of all civil actions where the matter
26 in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—
(3) citizens of different States and in which citizens or subjects of a foreign state are additional parties;
27 .

1 III. In *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U. S. 375, 377 (1994)
2 the Supreme Court announced, “the district courts of the United States, as we have
3 said many times, are courts of limited jurisdiction. They possess only that power
4 authorized by Constitution and statute,”. The Supreme Court further held that, “in
5 order to provide a federal forum for plaintiffs who seek to vindicate federal rights,
6 Congress has conferred on the district courts original jurisdiction in federal-question
7 cases — civil actions that arise under the Constitution, laws, or treaties of the United
8 States. 28 U. S. C. § 1331. In order to provide a neutral forum for what have come
9 to be known as diversity cases, Congress also has granted district courts original
10 jurisdiction in civil actions between citizens of different States, *between U. S.*
11 *citizens and foreign citizens*, or by foreign states against U. S. citizens. *Exxon Mobil*
12 *Corp. v. Allapattah Services, Inc.*, 545 U.S. 546, 552 (2005) “Because federal courts
13 are courts of limited jurisdiction, they possess original jurisdiction only as authorized
14 by the Constitution and federal statute.” *N.G. v. Downey Regional Medical Center*,
15 140 F. Supp. 3d 1036, 1038 (C.D. Cal. 2015)
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1 PROPER VENUE

2 IV. Petitioner DAVID has a current place of residence in the United
3 Kingdom. Petitioner seeks relief from this Court of proper jurisdiction under its
4 diversity of citizenship statute pursuant to 28 USCS § 1332 (a)(3), whereas DAVID
5 is an additional party to the actions under Coram non judice challenge in this Court
6 and is further a subject or otherwise citizen of a foreign state. The Respondents to
7 this action are all situated within the federal Central District of California, whereas
8 the United States District Court for the central District of California has original
9 diversity jurisdiction over the subject-matter and over the parties.
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13 RELATED CASES

14
15 V. SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
16 COUNTY OF LOS ANGELES CENTRAL DISTRICT LAUREN REEVES v.
17 HOLOGRAM USA INC ET AL, BC643099, December 07, 2016, Judge: Terry
18 Green;
19

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21 VI. SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
22 COUNTY OF LOS ANGELES CENTRAL DISTRICT MAHIM KHAN v.
23 HOLOGRAM USA INC ET AL, BC654017, Gloria Allred (Attorney), Filed,
24 3/14/2017, Judge: Michelle Williams Court;
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1 VII. SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
2 COUNTY OF LOS ANGELES CENTRAL DISTRICT, ELIZABETH TAYLOR /
3 CHASITY JONES v. ALKIVIADES DAVID ET AL, BC649025, Gloria Allred
4 (Attorney), Lisa Bloom (Attorney), Joseph Chora (Attorney), Filed: Feb 02, 2017,
5 Judge: Rafael A. Ongkeko, Judge: Yolanda Orozco;
6
7

8 VIII. SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
9 COUNTY OF LOS ANGELES CENTRAL DISTRICT, JANE DOE v.
10 ALKIVIADES DAVID, ET AL., Marguerita Nichols, BC643099 / 20STCV37498,
11 Filed Sep 30, 2020, Thomas Girardi (Attorney), Gloria Allred (Attorney), Judge
12 Christopher K. Lui;
13
14

15 IX. CALIFORNIA STATE COURT OF APPEALS, SECOND
16 DISTRICT, DIVISION FOUR; TAYLOR v. DAVID, B285063;
17

18 X. CALIFORNIA STATE COURT OF APPEALS, SECOND
19 DISTRICT, DIVISION TWO; KHAN v. DAVID, B305849, B308727;
20

21 ABOUT THE PARTIES

22 XI. ALKIVIADES DAVID, also known as “Alki” and known from
23 hereinafter as DAVID is a Petitioner. David is a billionaire businessman, a citizen
24 of the United Kingdom and, duly appointed Ambassador to the country of Antigua /
25 Barbuda, British Passport No, 537982155. David further suffers from an intermittent
26
27

1 neural disorder that has been diagnosed and is cognizable as a disability for the
2 purpose and protections under the American Disability Act (ADA).
3

4 XII. FILMON TV LTD., known from hereinafter as, FILMON LTD, is a
5 Petitioner and a United Kingdom company doing business in the United States to
6 include the state of California and internationally.
7

8 XIII. HOLOGRAM USA., known from hereinafter as, HOLOGRAM, is a
9 Petitioner and a United Kingdom company doing business in the United States to
10 include the state of California and internationally.
11

12 XIV. FILMON TV INC., known from hereinafter as FILMON INC is a
13 Petitioner and a Delaware corporation, doing business internationally.
14

15 XV. SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
16 COUNTY OF LOS ANGELES CENTRAL DISTRICT, is a Respondent in this case
17 and has a place of business at 501 W 1st St., Los Angeles, CA 90012.
18

19 XVI. CALIFORNIA STATE COURT OF APPEALS, SECOND DISTRICT
20 is a Respondent in this case and has a place of business at Ronal Regan State
21 Building, 300 S. Spring St. B-228, Los Angeles, CA 90013.
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CAUSES FOR WRIT TO ISSUE

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3 XVII. This action commences to collaterally attack the Judgments and Orders
4 of the SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF
5 LOS ANGELES [and], subsequent appellate Judgment(s) and Mandates of the
6 COURT OF APPEALS OF THE STATE OF CALIFORNIA, SECOND
7 APPELLATE DISTRICT, DIVISIONS TWO and FOUR. Where the absence of
8 jurisdiction by the herein named state courts, and the product of extrinsic fraud on
9 the state courts committed by the REAL PARTIES OF INTEREST produced
10 unlawful domestic and international debt collections which are *void ab initio*. “A
11 judgment rendered in violation of due process is void in the rendering State and is
12 not entitled to full faith and credit elsewhere.” See - *Pennoyer v. Neff*, 95 U.S. 714,
13 732-733 (1878). See also - *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S.
14 286, 291 (1980).

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19 XVIII. The use of *Coram non iudice* was re-emphasized by Justice Scalia in
20 *McIntyre v. Nicastro*, 564 U.S. 873(2011). See also - *Frank v. Mangum*, 237 U.S.
21 309 (1915); *United States v. Bigford*, 365 F. 3d 859 (10th Cir 2004); *Drummond v.*
22 *Lynch*, 82 F. 2d 806 (5th 1936). Traditionally the proposition that the judgment of a
23 court absent of jurisdiction is void, has been embodied in the phrase “*coram non*
24 *iudice*” before a person not a judge. Meaning in effect, that the proceeding(s) in
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1 question were not judicial proceedings, in that lawful judicial authority was absent,
2 and cannot therefore yield a valid judgment. American courts have invalidated, or
3 denied recognition to judgments that violate this common law principle under
4 Amendment V, and long before even the adoption of the United States Constitution's
5 Amendment XIV., and therefore, a judgment maybe attacked in a collateral
6 proceeding even in another jurisdiction on the basis that it has been rendered without
7 jurisdiction. *Burnham v. Superior Court of California*, 495 U.S. 604 (1990); See also
8 - *Dufree v. Duke*, 375 U.S. 106 (1963).

12 INTRODUCTION AND
13 SUMMARY OF THE CENTRAL ISSUE GERMANE

14 XIX. The Superior Courts of Los Angeles County, California; individual
15 California state court judges; and the California State Bar, have fallen prey to
16 corruption through social influence, cronyism, and personal enrichment from a cartel
17 of local lawyers spearheaded by former tort lawyer and now federal criminal
18 defendant Thomas Girardi.
19

20
21 XX. The Petitioners in this matter have been deprived of tens of millions of
22 dollars both domestically and internationally, by California state court judges acting
23 in furtherance of corruptly vested interest in the outcome of each civil case
24 adjudicated by nexus or influence to Thomas Girardi. A fair trial in a fair tribunal is
25 a basic requirement of due process. Fairness of course requires an absence of actual
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1 bias in the trial of cases. But our system of law has always endeavored to prevent
2 even the probability of unfairness. In *Offutt v. United States*, 348 U.S. 11, 14 the
3 court acknowledged that “to this end no man can be a judge in his own case and no
4 man is permitted to try cases where he has an interest in the outcome. That interest
5 cannot be defined with precision. Circumstances and relationships must be
6 considered. This Court has said, however, that "every procedure which would offer
7 a possible temptation to the average man as a judge . . . not to hold the balance nice,
8 clear and true between the State and the accused, denies the latter due process of
9 law." *Tumey v. Ohio*, 273 U.S. 510, 532.
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14 XXI. The totality of constitutional due process deprivations imposed upon
15 the Petitioners by way of judicial corruption through the influences of Thomas
16 Girardi, divested each relevant California state court of jurisdiction over the
17 subject-matter and over the person of the Petitioner(s). (See Appendix 1- Pg 3,
18
19 SWORN AFFIDAVIT OF RONALD GOTTSCHALK)
20

21 “I Ronald Gottschalk of Los Angeles County California,
22 formerly co-counsel with Tom Girardi in numerous cases. I can
23 solemnly swear that Gloria Allred and her daughter Lisa Bloom
24 and Joseph Chora and others have engaged with Tom Girardi
25 and others in a massive widespread scheme of insurance fraud
26 for decades. Against the Federal and State authorities. Pursuant
27 to 28 U.S.C. § 1746(1) I declare under penalty of perjury, and
28 under the laws of the United States of America that the above
statements are true and correct.
Sincerely Ronald Gottschalk”

1 OFFER OF PROOF

2 XXII. If subpoenaed and called upon to testify in an adjudicative hearing on
3 the merits to the claims for relief herein, Ronald Gottschalk would further
4 testify to wit-

5
6 “I was employed as an attorney by Thomas Girardi “Tom” and
7 his Los Angeles law firm. I worked with Tom for a period of 10
8 years.” --- “There was a practice applied to all high dollar civil
9 lawsuits in the California state courts that were filed by Tom,
10 Gloria Allred and her daughter Lisa Bloom, the judges of which
11 were handpicked from the pool of influenced “Girardi judges”.
12 If the cases landed in the court of someone who was not a Girardi
13 judge, The Girardi, Gloria Allred, Lisa Bloom syndicate would
14 file a motion to manipulate the state court system whereas the
case would be sent to another court that was presided over by a
Girardi judge.”

15 XXIII. Mr. Gottschalk, further named Thomas Girardi in a Cross
16 Complaint to a civil lawsuit³ where many of the co-defendants were members
17 of the California Bar and state judiciary from San Diego County, California.
18 See - Appendix 2 at Cover page⁴. The relevance of MR. Gottschalk is to aid

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22
23 ³ Case No: 37-2008-00096159-CU-MC-CTL

24 ⁴ A court "may take notice of proceedings in other courts, both within and without the federal judicial
25 system, if those proceedings have a direct relation to matters at issue." *United States ex rel. Robinson*
26 *Rancheria Citizens Council v. Borneo, Inc.*, 971 F.2d 244, 248 (9th Cir. 1992) (quoting *St. Louis Baptist*
Temple, Inc. v. FDIC, 605 F.2d 1169, 1172 (10th Cir. 1979)).

1 Petitioners in presenting *prima facie* proof of wide spread corruption within
2 the California Bar and state judiciary to include but not limited to judges at
3 the Superior Court for The State of California, County of Los Angeles.
4

5 XXIV. In the Cross Complaint of Mr. Gottschalk, Gottschalk
6 appropriately stated,
7

8 “This is a continuation of a similar RICO Act fraud scheme that
9 was perpetrated by the principal attorneys in these related cases
10 and others, commonly referred to as the Judge Adams cases,
11 whereby multiple judges of the San Diego Superior Court were
12 convicted of major fraud and bribery and were removed from the
13 bench. More than 25 judges were incriminated in this RICO
14 fraud scheme by the Presiding Judge.” Pg 6 ¶ 5-12

15 XXV. *United States v. Frega*, 179 F.3d 793, 797 (9th Cir. 1999) is the case that
16 Mr. Gottschalk referred to in his statement, where attorney Patrick Frega and former
17 California Superior Court judges James Malkus and Dennis Adams were convicted for
18 conducting the affairs of the Superior Court through a pattern of racketeering activity
19 in violation of RICO, 18 U.S.C. § 1962(c).
20

21 XXVI. The case involved the federal indictment and convictions relating to
22 numerous bribes paid by Patrick Frega, a San Diego attorney, to three then Superior
23 Court judges, Dennis Adams, James Malkus, and Michael Greer. Over a period of
24 twelve years, Frega, together with Jim Williams, the owner of a San Diego car
25 dealership, purportedly gave more than \$100,000 in payments and benefits —
26
27

1 ranging from automobiles, car repairs, money orders, an apartment, health club
2 memberships, and a queen-sized bed — to the judges or members of their families.
3
4 In exchange, Frega allegedly sought and received an unfair advantage in the cases
5 in which he was involved in the Superior Court.

6 **XXVII.** The operational and corrupt conduct of Thomas Girardi mirrors that of
7 Patrick Frega as recently stated and placed before a federal court by the Chicago
8 based Edelson Law Firm, who accused Girardi and other lawyers at his defunct firm
9 of running “*the largest criminal racketeering enterprise in the history of plaintiffs*
10 *law,*”.⁵

11
12
13 **XXVIII.** The convictions of former California state court judges Dennis Adams,
14 James Malkus, and Michael Greer, did little or nothing to remedy the identically
15 corrupt conduct involving Thomas Girardi, and judges of the Superior Court for the
16 State of California, *County of Los Angeles*. In that, reasonable inferences may be
17 drawn based upon evidence presented today (and more than twenty-five years later),
18 that Thomas Girardi operated corruptly within the jurisdictions of both counties.
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27 ⁵ *Edelson v. Girardi*, 1:20-cv-07115, United States District Court for the Northern District of Illinois.

1 XXIX. On August 31, 2022, *The Los Angeles Times* reported that Thomas
2 Girardi had paid \$300,000 to Tricia Bigelo, who at the time of transfer sat on the
3 California Second District Court of Appeals. See – Appendix 3

4
5 XXX. See also – Appendix 4, whereas on August 11, 2022, the *Above The Law*
6 news outlet reported, “Girardi had palsy-walsy relationships with retired and
7 current judicial officers, which many people in the legal community knew, but kept
8 quiet.” Id at pg 3 ¶ 3’

9
10
11 XXXI. See also – Appendix 5

12 “Tom Girardi has been accused of using JAMS to defraud clients.
13 Girardi was a highly respected California attorney who spent
14 decades representing plaintiffs in class action lawsuits against
15 corporations. JAMS, previously known as Judicial Arbitration
16 and Mediation Services, is the largest private mediation and
17 arbitration company in the world with more than 400 former
18 judges and legal professionals serving as arbitrators and
19 mediators in California, Texas, New York, and other states.
20 JAMS has come under intense scrutiny from arbitration lawyers
21 and others in the legal community as several of the company’s
22 judges were accused of unethical conduct and corruption.”

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FACTS COMMON TO ALL CLAIMS FOR RELIEF

29 XXXII. For decades corrupt California based attorneys to include but not
30 limited to: THOMAS GARARDI; GLORIA ALLRED; LISA BLOOM; NATHAN
31 GOLDBERG; RENEE MOCHKATEL; DOLORES Y. LEAL, JOSEPH CHORA

1 and DANA COLE, known from hereinafter as the GIRARDI CARTEL, have
2 developed and operated various criminal fraud schemes in what is estimated by
3 relevant court filings and federal prosecutors to exceed \$1 billion USD, by
4 sophisticated means and influence.
5

6
7 XXXIII. Girardi was once a top plaintiffs' tort attorney and Democratic
8 powerbroker who gained notoriety through the reality TV show "*Real Housewives*
9 *of Beverly Hills*" alongside his third wife, Erika.
10

11 XXXIV. The downfall of Girardi began in December 2020, and was in part
12 triggered by a federal judge's⁶ findings that he had misappropriated millions from
13 families of those killed in an Indonesian airplane crash.⁷
14

15 XXXV. After the collapse of his Wilshire Boulevard law firm, scores of clients
16 came forward attesting that they were swindled by Girardi, with support of those
17 claims coming by way of The Los Angeles Times News Outlet and documenting a
18 trail of misconduct and allegations going back decades.
19

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21 XXXVI. The Girardi Cartel further elicited the aid and assistance of non-attorney
22 co-participants in its schemes to defraud, to include but not limited to the REAL
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26 ⁶ United States District Judge Thomas Durkin, Northern District of Illinois

27 ⁷ Lion Air Flight JT 610, Case: 1:20-cv-07115 Document #: 197 Filed: 11/16/22

1 PARTIES OF INTEREST to the instant matter to-wit: ELIZABETH TAYLOR;
2 MAHIM KHAN; LAUREN REEVES; and CHASITY JONES.
3

4 XXXVII. Thomas Girardi openly boasted of his expansive web of corrupt control
5 in the Los Angeles County Courts. See - *Edelson v. Girardi*, 1:20-cv-07115, United
6 States District Court for the Northern District of Illinois.
7

8 “I get along great with all the judges, I can do some real
9 good sh*t. But I want to make sure you know we’d be
10 joined at the hip.”

11 *Thomas Girardi*

12 XXXVIII. In the instant case, the common purpose of the Girardi Cartel’s
13 fraudulent scheme was to swindle and or defraud illicit money from the Petitioners.

14 XXXIX. The Girardi Cartel targeted wealthy persons, corporations, and Trust
15 (both domestic and international).
16

17 XL. The *modus operandi* of the Girardi Cartel victimized celebrities and
18 business executives through a pattern of civil litigations facilitated by knowingly
19 false sexual misconduct related allegations.
20

21 XLI. In furtherance of the scheme to defraud, the Girardi Cartel, through
22 bribes and or industry favors (to include California state judicial and political favors
23 or support), acquired lucrative court induced monetary rulings, judgments, and
24 awards against the Petitioners. In other words, the civil cases were “fixed” by the
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27

1 Girardi Cartel in favor of its vested interest recipients and co-participant clients to
2 include but not limited to the Real Parties of Interest in this matter.
3

4 XLII. As an essential part of the corruption scheme Gloria Allred, Lisa
5 Bloom, and Thomas Girardi filed each of the civil lawsuits against the Petitioners in
6 the SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY
7 OF LOS ANGELES CENTRAL DISTRICT oppose to filing the lawsuits under the
8 appropriate federal district court's Diversity Jurisdiction, in that David was known at
9 all times to be a foreign national and citizen of the UNITED KINGDOM.⁸
10
11

12 XLIII. The Girardi Cartel lacked corrupt influence within the UNITED
13 STATES DISTRICT COURTS, and accordingly acted to avoid said courts, arguably
14 due to the Federal Ninth Circuit's previous determination of Thomas Girardi's
15 propensity to defraud.
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20 ⁸ (a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy
21 exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between—

22 (1) citizens of different States;

23 (2) citizens of a State and citizens or subjects of a foreign state, except that the district courts shall not
24 have original jurisdiction under this subsection of an action between citizens of a State and citizens or
25 subjects of a foreign state who are lawfully admitted for permanent residence in the United States and are
26 domiciled in the same State;

27 (3) citizens of different States and in which citizens or subjects of a foreign state are additional parties;
and

28 (4) a foreign state, defined in section 1603(a) of this title, as plaintiff and citizens of a State or of different
States.

1 XLIV. In 2006, the Girardi Cartel swindled DOLE FRUIT COMPANY out of
2 \$500 million USD.
3

4 XLV. The federal appeals court found that the Girardi Cartel had willingly
5 executed a fraud upon the court in relation to *Dole* and voided the underlying civil
6 judgements and awards.⁹
7

8 XLVI. Moreover, DANA COLE, who at the outset of the litigation was
9 retained by the Petitioners to defend against the lawsuits of the Girardi Cartel, was
10 at all times relevant, married to NANCY COLE LOETERMAN, a known “Girardi
11 judge” within the Los Angeles County Superior Court system.
12

13 XLVII. At the time of Cole’s retainer as counsel for the Petitioners, Petitioners
14 were completely unaware that Dana Cole had a corrupt allegiance to the Girardi
15 Cartel or that his wife shared a corrupt nexus to the Girardi Cartel.
16
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18 XLVIII. Dana Cole, at all times relevant, was aware that David was a foreign
19 national but took no actions toward removal of the civil lawsuits into the federal
20 district courts under 28 U.S.C. § 1441.
21

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26 ⁹ *In re Girardi*, 611 Fed.3d 1027, 1039-1040 (2006)
27

1 XLIX. Dana Cole further neglected to vigorously defend the lawsuits on behalf
2 of the Petitioners, but instead stayed the course and faithfully acted in the best
3 interest of the Girardi Cartel in pursuit of lucrative monetary judgments against the
4 Petitioners and against the best interest of his clients for his own self-enrichment.
5

6 L. Lauren Reeves is a non-attorney co-participant client to the Girardi
7 Cartel, and willfully acted together with Taylor, Khan, and Jones to defraud and to
8 benefit from proceeds derived from fraudulent activities.
9

10 LI. Reeves acquired one or more fraud induced civil lawsuit judgments or
11 awards in the aggregate amount of \$4,795,000.00 against the Petitioners.
12

13 LII. Elizabeth Taylor is a non-attorney co-participant client to the Girardi
14 Cartel and acted with the Girardi Cartel to acquire one or more fraud induced civil
15 lawsuit judgments or awards in the aggregate amount of \$11,000,000.00 against the
16 Petitioners.
17

18 LIII. Mahim Khan is a non-attorney co-participant client to the Girardi Cartel
19 and acted in with the Girardi Cartel to acquire one or more fraud induced civil
20 lawsuit judgments or awards in the aggregate amount of \$58,250,000.00 against the
21 Petitioners.
22
23
24
25
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27

1 LIV. Chasity Jones is a non-attorney co-participant client to the Girardi
2 Cartel and acted with the Girardi Cartel to acquire one or more fraud induced civil
3 lawsuit awards in the aggregate amount of \$11,000,000.00 against the Petitioners.
4

5 LV. The recently discovered massive corruption as portrayed in numerous
6 domestic and international news platforms, layout in detail, vast schemes involving
7 the Girardi Cartel on a global scale. Further, the matter is still being investigated on
8 a regular basis.
9
10

11 THE EXTRINSIC FRAUD ELEMENT

12 LVI. Extrinsic or collateral fraud, which is defined to be "actual fraud, such
13 that there is on the part of the person chargeable with it the *malus animus*, the *mala*
14 *mens* putting itself in motion and acting in order to take an undue advantage of some
15 other person for the purpose of actually and knowingly defrauding him." *Flood v.*
16 *Templeton*, 152 Cal. 148, 155 (Cal. 1907). Accordingly, federal courts have
17 consistently held that extrinsic fraud on a court is, by definition, not an error by that
18 court. It is, rather, a wrongful act committed by the party or parties who engaged in
19 the fraud. *Rooker-Feldman* therefore does not bar subject matter jurisdiction when
20 a federal plaintiff alleges a cause of action for extrinsic fraud on a state court and
21 seeks to set aside a state court judgment obtained by that fraud. See - *Kougasian v.*
22
23
24
25
26
27
28

1 *TMSL, Inc.*, 359 F.3d 1136, 1141 (9th Cir. 2004) *See also - In re Murchison*, 349
2 U.S. 133, 136 (1955).

3
4 LVII. In 2015, David engaged in a consensual relationship with MARY
5 RIZZO known from hereinafter as RIZZO. Rizzo worked as an employee at
6 Petitioner's Hologram USA.
7

8 LVIII. During a later time and in a period of romantic turmoil between David
9 and Rizzo, Rizzo began a subsequent romantic relationship with another co-
10 employee who encouraged her to employ the legal counsel of Gloria Allred for
11 bringing forth a workplace related lawsuit against David.
12

13
14 LIX. The lawsuit was settled under a strict Confidentiality Agreement for an
15 undisclosed amount.¹⁰

16
17 LX. At a time uncertain but following the date of execution for the
18 Confidential Settlement Agreement, Gloria Allred confided in Elizabeth Taylor the
19 settlement amount that David had made with Rizzo.
20
21
22
23

24
25
26 ¹⁰ Like Kanye West, Chris Brown, Rose McGowen, Steve Wynn, Russel Brand, Curtis Jackson, Alan
27 Dershowitz, Prince Andrew, Paul Marciano, Kyle Hunter, Morgan Freeman, Kevin Spacey, Scott Baio, and
28 Bill Cosby, who had all been previously targeted by the Girardi Cartel using the same ploy, David also
choose to settle the case to avoid public scrutiny and related social negativities from the matter.

1 LXI. Taylor subsequently announced the confidential settlement amount during an
2 employee related dinner at Cafe Roma in Beverly Hills, California, where Jones,
3
4 Khan and others were present.

5 LXII. During this period Elizabeth Taylor and Mahim Khan decided to
6
7 likewise employ the legal representation of Gloria Allred to fraudulently engage in
8
9 copycat litigation for the purpose of acquiring money from David for themselves.

10 LXIII. According to Mary Rizzo, and supported by material evidence, (See -
11
12 Appendix 6 - TEXT MESSAGE EVIDENCE Pgs. 5-33) news of the confidential
13
14 settlement amount did in fact inspired the scheme by Taylor, Khan and Jones to
15
16 extort David for money by way of fraudulent lawsuit “settlements”... (See -
17
18 Appendix 6 Pg 12)

19 “Do you think your attorney will be ok if my attorney speaks to
20
21 him and that way you can’t talk about it and he will only speak
22
23 about what is legal and will not get you in any trouble” – “I don’t
24
25 think it will get that far...it will just be a settlement”

26 *Chasity Jones, Friday, Nov 18, 6:29PM*

27 and that each Real Party of Interest would testify for one another as needed in effort
28
29 to win their civil lawsuits or to acquire extortion monies by way of settlements.

30 (See – Appendix 6 at Pg 2)

31 TAYLOR: --- “All I need is Chasity and MK” --- “MK to say
32
33 *he touched her boobs (which she told me she would say)*” --- “Chasity to say
34
35 *she was a witness to the headstand thing)*”

1 LXIV. The conspiracy to extort and or defraud between Taylor, Khan, and
2 Jones manifested not because of any type of sexual misconduct involving David, but
3 in part, for reasons that each Real Party of interest was disgruntled due to the dollar
4 amount in salaries and or commissions that each Real Party of Interest was being
5 paid under the Petitioner's employ.
6
7

8 (See – Appendix 6 at Pg 5)

9 JONES: *“I hate Filmon!!” – “I’m quitting for sure! They only*
10 *paid me part of my commission and Alki agreed to pay me and Peter don’t*
11 *want to pay. Alki said he was going to make sure I get paid but this is not right*
12 *I have to fight for my money.”*

13 RIZZO: *“I can’t believe that. That company is ridiculous. It’s*
14 *funny how everyone has trouble getting paid there commissions but that never*
15 *was a problem for Jill in the UK. Makes you wonder.”*

16 (See – Appendix 6 at Pg 9)

17 JONES: *“That whok company is dirty”--- “They are trying to*
18 *go public and that not fair how he does me and people” --- “I’m going to call*
19 *and retract my statement from Barry Rotyman too ”¹¹*

20 (See – Appendix 6 at Pg 2)

21 TAYLOR: *This entire thing just sucks & all leads back to being*
22 *scared of Alki. Like we make 2,000 a month, it’s a joke. I already had a final*
23 *interview today. Lol”*
24
25
26

27 ¹¹ Chasity Jones represented to attorney Barry Rothman that she did not see anything alleged by Taylor.

1 LXV. The private text conversations between Mary Rizzo and
2 Chasity Jones on or about May 26, 2015, further reveals the extrinsic fraud
3 committed upon each of the state courts which is the underlying cause for the
4 instant Writ for collateral relief by error coram non judice.
5

6 LXVI. Moreover, Taylor and Khan's extortionate actions caused David to
7 threaten criminal charges as revealed by the May 7, 2016, text communication
8 between Rizzo and Jones.
9

10
11 (See – Appendix 6 at Pg 27)

12 JONES: *"He told me he was filing criminal charges against her."*

13 RIZZO: *"Damn. Poor Elizabeth. MK too?"*¹²

14 LXVII. These text messages were associated with the underlying civil lawsuits
15 but were corruptly disregarded by the state courts through acts and or influence of
16 Girardi Cartel members. The series of text message communications reveal the
17 extrinsic fraud in relevant parts:
18

19
20 (See – Appendix 6 at Pg 27)

21 RIZZO: *"You know what's crazy...I still have text from
22 Elizabeth saying all she needs is MK and you to talk."*

23 JONE: *"She asked me to help her case and kept calling me
24 over and over via text but I'm not sure if she told me to file against him or*

25
26
27 ¹² "MK" indicates the initials for Mahim Khan.

1 *not bc I wasn't paying attention to her.*” --- *“Yes I'm sure. Elizabeth prob*
2 *said we all seen it or something. Who knows.*

3 (See – Appendix 6 at Pg 25)

4 RIZZO: *“Yea she probably did. I never did tho.”*

5 JONES: *“Me either”* --- *“I never seen him touch her but she always*
6 *had something to say about everyone lol.”*

7 RIZZO: *“OMG she did! Lol”* --- *“She liked to gossip”*

8
9 JONES: *“Yep”*

10 RIZZO: *“Even about fake stuff”*

11 JONES: *“Lol yes”*

12
13 (See – Appendix at Pg 4)

14 JONES: *“I'm going to call the lawyer back. That what Alki get!!!!”*

15 RIZZO: *“Lol”* --- *“Yea I knew something was up when MK stopped*
16 *showing up.”*

17 JONES: *“I think I'm going to sue him too bc he deserves it by the way*
18 *he treat people and the things he do to people”* --- *“I'm going to call Elizabeth today*
19 *this afternoon”*

20 RIZZO: *“It's not just Elizabeth but MK and now you”*

21 JONES: *“Yes”* --- *“He's a looser!!!!”*

22
23 (See – Appendix 6 at Pg 9)

24 JONES: *“I'm going to sue Alki for harassment. I'm going to go*
25 *home and find another attorney today and go over all my notes I kept”* ---
26
27

1 LXVIII. Gloria Allred and Lisa Bloom encouraged Taylor, Khan, and Jones to
2 engage with the Girardi Cartel’s common purpose. Whereas Gloria Allred would not
3 take Elizabeth Taylor’s case unless Taylor recruited two more clients against the
4 billionaire David. The two clients were KHAN and JONES.
5

6 (See – Appendix 6 at Pg 2)

7 TAYLOR: *“No one is willing to be a witness now and Gloria
8 Allred won’t take my case if not. If the tables were turned I would have you
9 girls back in a heartbeat. No questions asked. This entire thing just sucks &
10 all leads back to being scared of Alki. Like we make 2,000 a month, it’s a
11 joke. I already had a final interview today. Lol” --- “All I need is Chasity
12 and MK” --- “MK to say he touched her boobs (which she told me she
13 would say)” --- “Chasity to say she was a witness to the headstand thing”*

14 (See – Appendix 6 at Pg 3)

15 TAYLOR: *“They told me I need mk, Carl, and Chasity
16 possibly inuk”---“To call them personally”*

17 (See – Appendix 6 at Pg 22)

18 RIZZO: *“idk, MK probably made that up cuz she turned out to
19 always be lying...”*

20 LXIX. Extrinsic fraud is perpetrated where a party does not reveal the whole
21 truth, to the extent of his or her knowledge, In *re Sydney V.*, No. B216860, at *1 (Cal.
22 Ct. App. Apr. 14, 2010). Collateral relief should be granted on the grounds that
23 extrinsic fraud perpetrated by Lauren Reeves, Mahim Khan, Elizabeth Taylor, and
24 Chasity Jones acting in concert with the Girardi Cartel, prevented the Petitioners
25
26
27

1 from having a fair adversary hearing. See- *Ersheid v. Fernando*, No. B219368, at *1
2 (Cal. Ct. App. Dec. 3, 2010)
3

4
5 THE NEXUS TO INTERNATIONAL COURTS

6 LXX. JOSEPH CHORA is a lawyer and member of the California State Bar. Chora
7 has for many years performed the task of “Enforcer” for the Girardi Cartel.
8

9 LXXI. Further, Chora has and continues to act both domestically and
10 internationally to collect on the unlawful and fraud induced debts against the
11 Petitioners to include Public Offering processes and considerations.
12

13 LXXII. Chora has filed unlawful collection proceedings in multiple
14 jurisdictions within the United Kingdom to include but not limited to Greece, and
15 Switzerland. Accordingly, it shall be unlawful for any person employed by or
16 associated with any enterprise engaged in, or the activities of which affect, interstate
17 or foreign commerce, to conduct or participate, directly or indirectly, in the conduct
18 of such enterprise's affairs through a pattern of racketeering activity
19 [or] collection of unlawful debt." 18 U.S.C. § 1962(c). (Emp added)
20
21
22

23 LXXIII. The Girardi Cartel through Chora have acted to collect on unlawful and
24 fraudulently obtained debts by way of California Superior Court judgments and or
25 awards against the Petitioners to include but not limited to, international properties
26

1 either owned, sanctioned, or protected through diplomatic treaties and or
2 immunities.

3
4 LXXIV. The aforementioned domestic and international properties include but are
5 not limited to:

6
7 LXXV. 4 Wilton Pl., London, SW1X8RH;

8 LXXVI. 8D Ennismore Gardens, London SW7;

9
10 LXXVII. House of David Palio-Limani, Spetses Island, Greece 37 Wispillen
11 Strasse, Gstaad, Switzerland;

12 LXXVIII. 23768 Malibu Rd., Malibu, CA 90265;

13
14 LXXIX. 42045 Lupin Way, Lancaster, CA 93536.

15 LXXX. In all described real property matters, on June 9, 2023, LIONEL
16 HURST, Chief of Staff, OFFICE OF THE PRIME MINISTER ANTIGUA AND
17 BARBUDA, transmitted to ANTONY J. BLINKEN at the United States Department
18 of State, a formal communication from the Government of Antigua and Barbuda,
19 which in relevant parts represents to-wit: (See Appendix 7 - JUNE 9, 2003
20 COMMUNICATION.
21
22

23 “This property is reserved as an Embassy or high commission
24 extension. It serves as a diplomatic mission for Antigua and
25
26
27

1 Barbuda Government in the”¹³ (United Kingdom, Switzerland,
2 United States), “facilitating official engagements, promoting
3 bilateral cooperation, and serving the needs of our citizens
4 residing in or visiting” (United Kingdom, Switzerland, United
5 States).

6 “In accordance with international law and established
7 diplomatic practices, I kindly request the United States
8 Department of State to recognize and respect the diplomatic
9 immunity of these properties. This immunity extends to the
10 premise, furnishings, and assets contained therein, ensuring
11 their protection from any form of legal, administrative, or
12 lawenforcement action that may impede their diplomatic
13 functions.”

14 CONCLUSION

15 LXXXI. All actions of collection taken and or performed by Joseph Chora
16 against the above described real properties taken and or authorized by the Los
17 Angeles County Superior Courts relating to cases: No. BC654017 , Hon. Michelle
18 Williams; No. BC643099 Hon. Terry Green and Hon. Christopher K. Lui; No.
19 BC649025 Hon. Rafael A. Ongkeko; are *void ab initio* and accordingly stands in
20 clear violation of 28 U.S.C. § 1609 which provides that the property of a foreign
21 state held in the United States is immune from attachment, arrest and execution,
22
23
24

25
26 ¹³ Each listed property is referenced in its proper geographical country of location.
27

1 except as provided in § 1610 (property involved in commercial activity) and § 1611
2 (property of the foreign central bank or of the military).” See - *United States v.*
3 *PetroSaudi Oil Servs. (Venez.)*, 70 F.4th 1199, 1207 (9th Cir. 2023).

5 The corrupt conduct fostered by influence(s) of the Girardi Cartel has clearly
6 crossed international lines to encroach upon the diplomatic and sovereign
7 immunities of neighboring countries. The Supreme Court of the United States have
8 consistently recognized that foreign sovereign immunity "is a matter of grace and
9 comity on the part of the United States." *Verlinden B.V. v. Central Bank of*
10 *Nigeria*, 461 U.S. 480, 486, 103 S.Ct. 1962, 1967, 76 L.Ed.2d 81 (1983) ; *Schooner*
11 *Exchange v. McFaddon*, 7 Cranch 116, 136, 3 L.Ed. 287 (1812). In determining
12 whether to exercise jurisdiction over suits against foreign sovereigns, courts
13 traditionally "deferred to the decisions of the political branches ... on whether to
14 take jurisdiction over actions against foreign sovereigns." *Verlinden*, 461 U.S., at
15 486, 103 S.Ct. 1962.

16 Where the immunity of a foreign state and its properties rest beyond the reach
17 of California state courts, the federal district court is bound through diplomatic
18 treaties to nullify all actions of collection targeted at, and in relations to the above
19 described and relevant properties.

1 The District Court is further duty bound to void and or nullify all state court
2 judgements precured by extrinsic fraud and corruption such as the instant case.

3
4 PRAYER

5 LXXV WHEREFORE, Alkiviades David, Filmon TV LTD, Filmon TV INC,
6 Alki David Productions Inc, Hologram USA pray that a writ of Error Coram Non
7 Judice issue against the Los Angeles County Superior Court to nullify its orders,
8 judgments, awards, and proceedings there to, whereas said instruments are *void ab*
9 *initio*. Further, Alkiviades David, Filmon TV LTD, Filmon TV INC, Alki David
10 Productions Inc, Hologram USA, pray for this Court to grant such other relief as
11 may be required by law and just.
12
13
14

15
16 Dated this 29th day of February 2024.

17
18 

19 _____
20 Matthew Huzaineh
21
22
23
24
25
26
27

1 Matthew Huzaineh
2 The Law Office of Matthew Huzaineh, P.C.
3 626 Wilshire Blvd., Suite 410
4 Los Angeles, CA 90017
5 (310) 362-1650
6 matt@huzlaw.com

7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

9 ALKIVIADES DAVID; FILMON TV LTD.;) Case No. 2:24-cv-01665
10 FILMON TV INC.;)
11 ALKI DAVID PRODUCTION INC.;)
12 HOLOGRAM USA)
13 *Petitioners*)

14 -v-)

15 Los Angeles County Superior Court No.)
16 BC654017 Hon. Michelle Williams;)
17 Los Angeles County Superior Court No.)
18 BC643099 Hon. Terry Green;)
19 Hon. Christopher K. Lui;)
20 Los Angeles County Superior Court No.)
21 BC649025 Hon. Rafael A. Ongkeko;)
22 California State Court of Appeal, Second District,)
23 Division Four;)
24 California State Court of Appeal, Second District,)
25 Division Two)

26 *Respondents*)

27 Real Parties in Interest:

28 *Elizabeth Taylor*
Chasity Jones
Lauren Reeves
Mahim Khan

APPENDIX

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PETITIONER'S APPENDIX A1

- 99+ Compose
- Mail
- Inbox 111
- Starred
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- Meet
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Fwd: John Doe statement 1 Inbox x [close] [print] [share]



Alki David <filmon...> Sun, Jan 22, 2023, 2:05 PM
to me

----- Forwarded message -----
 From: **ronald gottschalk** <randypotter5@gmail.com>
 Date: Sun, Jan 22, 2023 at 12:04 PM
 Subject: Fwd: John Doe statement 1
 To: <filmonpersonal@gmail.com>

yes

----- Forwarded message -----
 From: **Alki David** <filmonpersonal@gmail.com>
 Date: Sun, Jan 22, 2023 at 11:57 AM
 Subject: John Doe statement 1
 To: ronald gottschalk <randypotter5@gmail.com>

I Ronald Gottschalk of Los Angeles County California, formerly cocounsel with Tom Girardi in numerous cases.

I can solemnly swear that Gloria Allred and her daughter Lisa Bloom and Joseph Chora and others have engaged with Tom Girardi and others in a massive widespread scheme of insurance fraud for decades. Against the Federal and State authorities.

Pursuant to 28 U.S.C. § 1746(1) I declare under penalty of perjury, and under the laws of the United States of America that the above statements are true and correct.

Sincerely

AI

PETITIONER'S APPENDIX A2

1 RONALD GOTTSCHALK, ESQ., SBN 50625
2 GOTTSCHALK & ASSOCIATES
3 1160 S. Golden West Avenue, Suite #3
4 Arcadia, California 91007
5 Randypotter5@gmail.com
6 TEL: (626) 755-1688
7 FAX: (626) 371-0459

8 PHILIP A. PUTMAN, SBN 51368
9 LAW OFFICES OF PHILIP A. PUTMAN
10 3303 Harbor Blvd., Suite K-11
11 Costa Mesa, CA 92626
12 TEL: (714) 848-5297
13 FAX: (714) 963-8035

14 Co-Counsel for Cross Complainant, Ronald N. Gottschalk

15
16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
17 **COUNTY OF SAN DIEGO**

18 INTERNATIONAL MEDICAL
19 RESEARCH, INCORPORATED, dba
20 BOTANICLAB,

21 Plaintiffs-in-Interpleader,

22 vs.

23 RONALD GOTTSCHALK; LAW
24 OFFICES OF RONALD GOTTSCHALK
25 & ASSOCIATES; VICTOR
26 COMERCHERO; BILL
27 COMERCHERO; LAFAYE
28 CAMPBELL; CARLA JACKSON; KEN
CORSETTI; FRANK J. MARA;
FRANCESCA MARA; MARIA
ROSSINI; JOSEPH ROSSINI; PAMELA
J. SCHOONMAKER; TARAS
WYBACZYNSKY; LAW OFFICES OF
MICHAEL C. DONOVAN; McKAGUE
& TONG LLP; MICHAEL LUSBY;
BRADLEY CORSELLO; HAGENS
BERMAN SOBOL SHAPIRO LLP;
DAVID MARKHAM; CLARK &
MARKHAM; NORMAN

CASE NO. 37-2008-00096159-CU-
MC-CTL

CROSS-COMPLAINT FOR
DAMAGES UNDER 42 USC
1395(y)(b)(2)(3)(7)(8) and 18 USC
1962; FOR DECLARATORY AND
INJUNCTIVE RELIEF AND FOR A
PETITION TO INSPECT AND
COPY MINUTE BOOKS OF THE
COURT CLERKS OF THE JUDGES
NAMED HEREIN PURSUANT TO
CALIFORNIA GOVERNMENT
CODE SECTION 69844 AND CCP
SECTION 1904.

DEMAND FOR JURY TRIAL

A2
1

1 BLUMENTHAL; BLUMENTHAL &
2 NORDREHAUG; MORRIS &
3 ASSOCIATES; OWEN, PATTERSON &
4 OWEN; GIRARDI & KEESE; DANIEL
5 S. GRUBER; HOWARD SNYDER;
6 HARRISON GAVIN LONG;
7 EXTRAACCESS SERVICES dba
8 CASEHOMPAGE.COM; KEMPER
9 INSURANCE COMPANY; SCIENTIFIC
10 BIO-LOGICS, INC.; HEALING EDGE;
11 STEVEN LITVAK; KIMBERLY
12 LITVAK; PROSTRATE CANCER
13 RESEARCH INSTITUTE; STANLEY
14 BROSMAN, M.D.; STEPHEN STRUM,
15 M.D.; AEGIS SCIENCES
16 CORPORATION; LIFE EXTENSION
17 FOUNDATION; and DOES 1-50,
18 inclusive,

Defendants-in-Interpleader.

13 RONALD GOTTSCHALK,

14 Cross Complainant,

15 v.

16 WILLIAM LOW, an individual; HIGGS
17 FLETCHER & MACK, LLP; THOMAS
18 EDWARD SHARKEY, an individual;
19 SAM BAXTER, an individual; STEVEN
20 SMITH, an individual; YOKA & SMITH;
21 JOHN NOONEN, an individual; BILL
22 COMERCHERO, an individual;
23 LAFAYE CAMPBELL, an individual;
24 The Estate of ANDY CAMPBELL;
25 CARLA JACKSON, an individual; KEN
26 CORSETTI, an individual; The Estate of
27 FRANK J. MARA; FRANCESCA
28 MARA, an individual; MARIA
ROSSINI, an individual; JOSEPH
ROSSINI, an individual; PAMELA J.
SCHOONMAKER, an individual; LAW
OFFICES OF MICHAEL C.
DONOVAN; McKAGUE & TONG LLP;
MICHAEL LUSBY, an individual;
HAGENS BERMAN SOBOL SHAPIRO
LLP; DAVID MARKHAM; CLARK &
MARKHAM; NORMAN
BLUMENTHAL, an individual;
BLUMENTHAL & NORDREHAUG;

1 STEVEN MORRIS, an individual;
2 WILLIAM LERACH, an individual; R.
3 JEFFERY WARD, an individual;
4 BOSCO, WARD, & CICCONI; OWEN,
5 PATTERSON & OWEN; GIRARDI &
6 KEESE; THOMAS V. GIRARDI, an
7 individual; HOWARD MILLER, an
8 individual; DANIEL S. GRUBER, an
9 individual; HOWARD SNYDER, an
10 individual; STEVEN BALL, an
11 individual; EXTRAACCESS SERVICES
12 dba CASEHOMPAGE.COM;
13 PROSTRATE CANCER RESEARCH
14 INSTITUTE; STANLEY BROSMAN,
15 M.D., an individual; STEPHEN STRUM,
16 M.D., an individual; MARK SCHOLTZ,
17 M.D., an individual; VICTOR
18 COMERCHERO, an individual; TARAS
19 WYBACZYNSKY, an individual;
20 MICHAEL DONOVAN, an individual;
21 MRS. MICHAEL BOLI, in her individual
22 capacity; MICHAEL BOLI, an
23 individual; DARON TONG, an
24 individual; MICHELE MILLER, an
25 individual; HONORABLE JOHN S.
26 MEYER, in his individual capacity;
27 HONORABLE RICHARD E. L.
28 STRAUSS, in his individual capacity;
HONORABLE LUIS VARGAS, in his
individual capacity; CANDACE
CHEELEY, an individual;
HONORABLE KENNETH SO, in his
individual capacity; HONORABLE
KEVIN A. ENRIGHT, in his individual
capacity; THE HONORABLE YURI
HOFMANN, in his individual capacity;
HONORABLE TIMOTHY TAYLOR, in
his individual capacity; HONORABLE
JOAN MARIE LEWIS, in her individual
capacity; THE JUDGES OF THE SAN
DIEGO COUNTY SUPERIOR COURT;
THE SUPERIOR COURT FOR THE
COUNTY OF SAN DIEGO; KIM
BELSHE, in her official capacity, as
Secretary of the Health and Human
Services Agency of the State of
California; KATHLEEN SEBELIUS, in
her official capacity as secretary of the
Federal Department of Health and Human
Services; DANIEL R. LEVINSON, in his
official capacity as Inspector General of
the Federal Department of Health and
Human Services; EDMUND G. BROWN,
JR., in his official capacity as Attorney
General of the State of California; ERIC

1 HOLDER, ATTORNEY GENERAL OF
2 THE UNITED STATES, in his official
3 capacity; THE CENTER FOR
4 MEDICARE AND MEDICAID
5 SERVICES; ARROWPOINT CAPITAL;
6 GOLDEN EAGLE INSURANCE
7 COMPANY; MONTICELLO
8 INSURANCE COMPANY; ILLINOIS
9 UNION INSURANCE COMPANY; and
10 LLOYDS OF LONDON and its
11 underwriters; ROYAL INSURANCE
12 COMPANY; ROYAL SUN ALLIANCE;
13 RLI INSURANCE COMPANY; SUN
14 ALLIANCE; ALLIANZ GLOBAL
15 RISKS U.S. INSURANCE COMPANY;
16 ARROWOOD INDEMNITY
17 COMPANY; SOPHIE CHEN, an
18 individual; JOHN CHEN, an individual;
19 ALEX CHEN, an individual; MICHAEL
20 LUSBY, an individual; CHIEF JUSTICE
21 RONALD GEORGE, in his
22 administrative capacity as Chairman of
23 the Judicial Council; PLATINUM
24 EQUITY; and DOES 1 through 1000,
25 inclusive,

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18 Cross-Complainant RONALD GOTTSCHALK (hereinafter referred to as
19 “Gottschalk”) for himself alone files this cross complaint for damages, under 42
20 USC 1395(y)(b)(2)(3)(7)(8), the Medicare Secondary Payer Act, hereinafter
21 referred to as the “MSP”, and 18 USC 1962 et seq., the RICO Act, for declaratory
22 and injunctive relief, and for writ of mandate by the Chief Justice of the California
23 Supreme Court acting in his administrative capacity as Chairman of the California
24 Judicial Council and for a petition to the San Diego Superior Court and the judges
25 thereof including the judges named in this cross-complaint for inspection and
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1 copying of court records, pursuant to Section 69844 of the Government Code and
2 CCP Section 1904, as follows:
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4 PARTIES

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6 1. Cross-complainant RONALD GOTTSCHALK resides in the State of
7 California and has standing to bring this cross-complaint under the Medicare
8 Secondary Payer Act, 42 U.S.C. §1395 (y)(b)(3), which confers upon him status
9 based on a private claim for relief under the MSP and for declaratory and injunctive
10 relief and for a petition to inspect and copy court records against the San Diego
11 Superior Court and all of its judges for, inter alia, violation of the MSP and for
12 extra judicial ex parte communications with the named judges in these cases in
13 connection therewith. Gottschalk further has standing on the grounds that he is
14 jointly liable with the Defendants-in-Interpleader named in the Complaint in
15 Interpleader and others and with Does 1 through 400 for monies owed under the
16 MSP to Medicare in the sum in excess of \$50 million. The non-governmental
17 settling Cross-Defendants, and their counsel and insurers, named herein, with the
18 exception of Platinum Equity, are jointly and severally liable to Medicare under the
19 MSP for sums in excess of \$50 million in the underlying cases and in excess of
20 \$100 million in connection with their continuing RICO Act fraud scheme to
21 intentionally not pay the Medicare super priority liens in their other cases in concert
22 with opposing counsel and judges of the court in those cases in which the Judges
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1 previously discharged the obligations to Medicare, Medi-Cal and Medicaid without
2 subject matter jurisdiction and without affording these governmental agencies and
3 the persons set forth in this cross complaint on their behalf their due process rights.
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5 This is a continuation of a similar RICO Act fraud scheme that was perpetrated by
6 the principal attorneys in these related cases and others, commonly referred to as
7 the Judge Adams cases, whereby multiple judges of the San Diego Superior Court
8 were convicted of major fraud and bribery and were removed from the bench.
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10 More than 25 judges were incriminated in this RICO fraud scheme by the Presiding
11 Judge. The attorneys and insurers in the investigated cases did not pay the Medicare
12 super priority liens to Medicare and the priority liens to Medi-Cal and Medicaid as
13 part of an overall scheme and pattern of corruption, bribery, and racketeering. The
14 California Judicial Council, the Federal Dept. of Health & Human Services, the
15 Center for Medicare and Medicaid Services, the U.S. Attorney, the Attorney
16 General of the State of California, and the State Bar of California, as well as
17 uniform statutory and case law, mandate the payment of the Medicare super priority
18 liens in mass tort cases and other tort cases, including the underlying cases. Despite
19 this uniform application of the law and complete preemption of the state court
20 interpleader case, the attorneys/insiders of this court have continued their RICO Act
21 fraud scheme to deprive Medicare, Medi-Cal, and Medicaid of over \$1 billion that
22 are due these government programs and agencies by resort to fraudulent and
23 collusive interpleader actions under CCP Section 386, which exclude each of these
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1 governmental insurance programs including Medicare, the IRS, and other
2 indispensable parties who have liens against the settlement proceeds, which cross-
3 complainant seeks to be deemed unconstitutional, as applied, for violation of the
4 due process rights of these government agencies and cross-complainant. The
5 mandates of the Judicial Council, the three esteemed settlement judges in these
6 cases, which were appointed by the Chief Justice in his administrative capacity as
7 the Chairman of the California Judicial Council, and the uniform law pertaining to
8 the "MSP" mandates that the Medicare super priority liens be enforced and not
9 discharged or enjoined, and that the state court has no subject matter jurisdiction
10 over Medicare and the IRS, without limitation. Despite this history of the "MSP",
11 the attorney/insiders of the court sued hereunder have engaged in extra judicial ex
12 parte communications with the judges named herein of the San Diego Superior
13 Court to prejudge and predetermine the interpleader cases to exclude, inter alia,
14 Medicare, the IRS, and other unnamed vendors who have liens on the settlement
15 proceeds from recovering any moneys based on the failure on the part of the
16 plaintiff to include them in the interpleader complaint, despite complete knowledge
17 of their existence, as they previously did in the Judge Adams cases, which is one of
18 the largest continuing corruption and racketeering cases against the administration
19 of justice and against the government medical insurance programs including
20 Medicare in U.S. judicial history. The President of the United States has authorized
21 Medicare task forces to, inter alia, enforce the rights of Medicare under the MSP.
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1 More than one billion is owed to Medicare by the law firms named in the cross-
2 complaint who have intentionally not reimbursed Medicare under the MSP even
3 though it is statutorily required. Plaintiff's counsel as an insider of this court has by
4 extra judicial ex parte communications and other unlawful acts sought to prevent
5 the enforcement of the right of Medicare and the other government insurance
6 programs in cases in which he is lead counsel and has improperly sought to relieve
7 his clients, himself, his law firm and the settling insurers of statutory liability in
8 excess of \$100,000,000.00 as more fully set forth below.

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12 FACTS COMMON TO ALL CLAIMS FOR RELIEF

13 2. Gottschalk incorporates by reference the facts in his Answer to the
14 Complaint in interpleader concurrently filed herewith.

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16 3. The Secretary of the California Department of Health, KIM BELSHE,
17 is sued herein in her official capacity as the Secretary of the Department of Health
18 and Human Services Agency of the State of California. The Attorney general of the
19 State of California, EDMUND G. BROWN, JR., is sued herein in his official
20 capacity. The Attorney General of the United States, ERIC HOLDER, is sued in his
21 official capacity and as the highest official over the Public Integrity Section of the
22 Justice Department. The Secretary of the Federal Department of Health and Human
23 Services, KATHLEEN SEBELIUS, is sued herein in her official capacity. The
24 Inspector General of HHS, DANIEL R. LEVINSON, is sued herein in his official
25 capacity. The CENTER FOR MEDICARE AND MEDICAID SERVICES,
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1 hereinafter referred to as CMS, is sued herein in its official capacity, and is the
2 recovery contractor for Medicare. Gottschalk alleges that each of these Cross
3 Defendants named in paragraph three are indispensable parties to the Complaint
4 and the Cross-Complaint and that each of the parties sued by Gottschalk other than
5 those named in paragraph three, and Platinum Equity, are liable to Medicare, the
6 IRS, and to Gottschalk under the MSP and also liable to Medicare under the MSP
7 in excess of \$100 million together with each of the settling parties, their attorneys,
8 former attorneys, directors, officers, and insurers without limitation, including the
9 IMR settling party and all other settling parties in the underlying litigation.

13 FIRST CAUSE OF ACTION

14 FOR DAMAGES TO CROSS COMPLAINANT FOR CONSPIRACY TO
15 VIOLATE 42 U.S.C. 1395(y)(b)(3) OF THE MEDICARE SECONDARY PAYER
16 ACT AGAINST THE CROSS DEFENDANTS AND DOES 1-200 OTHER THAN
17 THE GOVERNMENTAL AGENCIES, PLATINUM EQUITY, AND FOR
18 INJUNCTIVE AND DECLARATORY RELIEF

21 4. Gottschalk realleges and reincorporates by reference the allegations
22 set forth in 1 through 3 of this Cross Complaint.

24 5. Gottschalk alleges that the individual named cross defendants, other
25 than the governmental Cross Defendants sued in their official capacity and
26 Platinum Equity, have strict liability to Gottschalk for double the amount of the
27 Medicare Reimbursement, paid by Medicare on behalf of the settling parties, in the
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1 related cases, as a private claim for relief pursuant to 42 USC 1395(y)(b)(3)(A), in
2 the approximate amount in excess of \$15,000,000.00.

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4 6. Cross complainant does not know the true names and capacities of
5 cross defendants sued herein as DOES 1-200, inclusive, and therefore sues DOE
6 cross defendants by such fictitious names. Cross complainant will amend this cross
7 complaint to allege their true names and capacities when ascertained. Cross
8 complainant is informed and believes and thereon alleges that each of the
9 fictitiously named cross defendants is legally responsible in some manner for the
10 occurrences herein alleged, cross complainant's losses as herein alleged were
11 approximately caused by such wrongful acts. At all times herein mentioned, each
12 of the cross defendants, except the government agencies and DOES 1-200, were the
13 agent, representative, employee, and/or partner, and/or conspirator, and/or joint
14 venturer of each of the remaining cross defendants, and in doing the things herein
15 alleged was acting within the purpose, scope, and course of such agency,
16 partnership, and/or employment, and/or conspiracy, and/or joint venture.

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21 7. Gottschalk has standing under 42 USC 1395(y)(b)(3)(A) which allows
22 and provides for a private cause of action because Gottschalk was one of the former
23 counsel for the settling parties in state and federal court litigation.

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25 8. Cross Defendants and DOES 1-200, and each of them, entered into an
26 agreement and conspiracy to violate the MSP on a continuing basis, by which the
27 settling parties would intentionally not pay the Medicare super priority liens, would
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1 not reimburse Medicare for the medical expenses of the settling parties, and would
2 not notify Medicare of the settlements. In addition, the Cross Defendants, and
3 DOES 1-200, agreed that they would not reimburse the medical providers and
4 medical lienors and insurers for the medical expenses of the settling parties. Cross
5 Defendants acted in concert with each other and with DOES 1-200 and the sitting
6 judges in the interpleader cases for the express purpose of ensuring the Medicare
7 liens would not be paid to Medicare and to exclude Medicare from being a party to
8 the interpleader action, as part of a common plan and scheme to defraud Medicare
9 and the taxing authorities, which scheme began in the early 90's by these settling
10 counsel and their insurers. In the early 90's, multiple judges of this court were
11 convicted of multiple felonies, sentenced to prison, and removed from the bench
12 for, inter alia, engaging in the similar fraud scheme against Medicare, Medicaid,
13 and Medi-Cal, and the medical providers, medical lienors and their medical
14 insurers, commonly referred to as the Judge G. Dennis Adams' cases in which more
15 than 25 judges were incriminated in said fraud schemes by the Presiding Judge of
16 the court, who also directed the fraud scheme against Medicare and the other
17 governmental agencies. The San Diego Union Tribune, now owned by Platinum
18 Equity, played a major role in investigating the conduct of these multiple judges
19 concerning the similar fraud scheme, which included multiple extra judicial ex
20 parte communications to prejudge and predetermine the outcome of those similar
21 cases. Gottschalk seeks a constructive trust and an equitable lien on all monies that
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1 were paid to the settling parties and their attorneys that came from settlements, both
2 sub rosa and otherwise that were required to be paid to Medicare, the IRS, and the
3 medical providers and medical insurers and not to the settling parties and their
4 counsel, in whole or in part.
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6 9. This cause of action arose on or about January 8, 2009, when certain
7 of the settling parties represented in sworn declarations and by their conduct that
8 they refused to pay the super priority Medicare liens and other medical liens and
9 sought the monies ONLY for themselves to the exclusion of Medicare to deprive
10 Medicare in excess of \$15,000,000.00 due it. Medi-Cal was deprived of over
11 \$2,000,000.00 from Cross Defendant Taras Wybaczynsky. The attorneys named
12 herein and the insurers for Plaintiff were the masterminds behind this continuing
13 fraud scheme, as they were in the Judge Adams cases together with other insiders of
14 the San Diego Superior Court.
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18 10. Plaintiff's counsel and cross defendant's counsel other than
19 Gottschalk told the settling parties that they would make sure the settlement monies
20 would go to the settling parties and not to Medicare, the IRS, and that the super
21 priority Medicare liens would not be paid from the proceeds of the settlement.
22 They further stated that plaintiff's counsel and cross defendant's counsel and other
23 counsel would and did intercede with the state court judges presiding over those
24 interpleader cases to prejudge and predetermine the outcome of the case and to have
25 the monies paid to the settling parties and their attorneys and not to Medicare and
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1 not to allow Medicare and Gottschalk to not litigate their claims in the Federal
2 Court under the MSP or to recover sums in excess of \$100 million that is owed to
3 Medicare in California by these Cross Defendants.
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5 11. Gottschalk seeks a Declaratory Decree, that each of the other Cross
6 Defendants-in-Interpleader are liable to Medicare under the MSP for sums to be
7 proven at trial, which is a minimum of \$50 million and potential liability in excess
8 of \$100 million plus penalties, interest and statutory damages for the failure to pay
9 the monies to be reimbursed to Medicare for the medical expenses incurred by the
10 settling parties in excess of \$50 million and to notify Medicare of the settlements
11 that took place in the underlying cases that resulted in millions of dollars of monies
12 being paid to the settling parties and their counsel and no monies paid to Medicare,
13 Medi-Cal, Medicaid, the IRS, or any other taxing agency or to the medical
14 providers and to the medical insurers by the settling parties. This was part of a
15 continuous RICO Act fraud scheme to defraud these government agencies and
16 persons such as Gottschalk, who sought to comply with his duties under the MSP to
17 have the settling parties and their legal representatives and their insurers comply
18 with the MSP. Gottschalk was required to withdraw as counsel for the settling
19 parties because, inter alia, he sought to comply with the settlement judge's direction
20 to reimburse Medicare under the MSP and pay the other statutory liens from the
21 final settlements, including the Medicare liens, the IRS liens, the vendor liens, the
22 medical provider liens, and medical insurer liens in these cases. Pursuant to this
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1 fraud scheme, the cross defendants herein recruited State Bar investigators acting
2 on their behalf, without subject matter jurisdiction, including Cross Defendant John
3 Noonen, to falsely state to the state court judges, other judges, and to government
4 agencies, acting on behalf of Plaintiff's counsel, William Low, in extra judicial ex
5 parte communications, that none of the settling parties were Medicare beneficiaries,
6 Medi-Cal beneficiaries, or had any outstanding medical liens for reimbursement to
7 their medical providers or medical insurers and that plaintiffs and their counsel and
8 insurers did not incur independent liability to Medicare, Medi-Cal, the IRS, and/or
9 the other lienors. Each of the judges in the interpleader cases and in the other cases
10 knew for a certainty that the statements being made to them by the State Bar
11 investigators, acting on behalf of the Plaintiff's counsel, William Low, were
12 intentionally false, and the investigators had no subject matter jurisdiction in any of
13 these interpleader cases or any other case in the state or federal court or before
14 government agencies. None of the judges reported these extra judicial ex parte
15 communications to Gottschalk, when they occurred. Noonen subsequently
16 disclosed same in the presence of Gottschalk and others. The State Bar
17 investigators were coached into these deliberate lies by the settling parties counsel,
18 William Low and his law firm and others, who directed their activities against
19 government agencies, the judges, and Gottschalk, without limitation. Each of the
20 judges had copies of the uniform law pertaining to the MSP and knew that the law
21 was totally in favor of Medicare and against the settling parties and their counsel
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1 and insurers and that the settling parties, their counsel and insurers, has strict
2 liability to Medicare and other government agencies for the monies advanced for
3 the medical care of the settling parties. Each of the Cross Defendants named herein
4 and DOES 1-200 participated in said agreement and conspiracy with knowledge of
5 the unlawful purpose thereof, and performed at least one overt act in support of the
6 conspiracy and agreement, to violate the MSP and the RICO Act. The Cross
7 Defendants and DOES 1-200 also participated in the agreement and conspiracy to
8 use Medicare funds to pay unlawful consideration and unjust rewards to Cross
9 Defendant Mrs. Boli, aka Victoria Henley, and her husband, Michael Boli, for the
10 purposes of prejudging and predetermining complaints against judges of the San
11 Diego Superior Court before the Commission on Judicial Performance, and
12 especially Mrs. Boli, who played an important role in the Judge Adams cases on
13 behalf of the insiders/attorneys of the San Diego Superior Court system and those
14 judges who were incriminated by the Presiding Judge in said corruption, and is
15 Executive Director of the Commission on Judicial Performance, who is in charge of
16 complaints against the state court judges and other judges involved in this RICO
17 Act fraud scheme. Mrs. Boli had an absolute conflict of interest in investigating
18 Judge Adams and other judges of the San Diego Court and other courts and had a
19 duty to recuse herself and inform the Chief Justice of such conflicting interest of
20 herself and her husband adverse to the administration of justice.

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28 12. Gottschalk also seeks a temporary restraining order and preliminary

1 injunction and permanent injunction barring any of the Cross Defendants from
2 seeking to be discharged from the statutory obligations to Medicare, the IRS, the
3 Franchise Tax Board, the state taxing authority, the medical providers, and medical
4 insurers, Gottschalk and other unpaid vendors who have liens against the
5 interpleaded funds in the state courts plus additional undisclosed settlements to the
6 settling parties. Gottschalk further seeks a temporary restraining order and
7 preliminary injunction and permanent injunction barring any of the Cross-
8 Defendants from receiving any monies from this court or any other court until the
9 liability of said Cross Defendants to Medicare, to the taxing authorities, medical
10 providers, medical insurers, the vendors, other lienors, and Gottschalk is paid. Said
11 injunctive relief is necessary because the Cross Defendants were and are engaged in
12 violations of the RICO Act and the MSP to violate the MSP, and to engage in a
13 pattern of, inter alia, bribery, mail fraud, wire fraud, bankruptcy fraud, and
14 obstruction of justice, witness tampering, fabrication of evidence and procurement
15 of fraudulent orders, without subject matter jurisdiction, without limitation, to, inter
16 alia, prevent recovery by Medicare, the taxing authorities, the vendors, the medical
17 providers, the medical insurers, and Gottschalk under their statutory liens and to
18 prevent recovery by Medicare in each of the cases of Cross Defendants and cross-
19 defendants which sum is believed to exceed \$1 billion or more in the aggregate in
20 Southern California, including from the insurers according to Medicare officials.

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28 13. Gottschalk seeks damages under the MSP pursuant to 42 U.S.C. 1395

1 (y)(b)(3) to be proved at trial and also seeks indemnification and contribution and to
2 hold Gottschalk free and harmless by the Cross-Defendants, and each of them
3 jointly and severally, for their conspiracy, agreement, and violation of the MSP, and
4 their fiduciary duties to pay the liens of Medicare, the taxing authorities, the
5 medical providers, the medical insurers, the vendors, and other lienors, without
6 limitation.
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9 SECOND CAUSE OF ACTION FOR RELIEF

10 FOR DAMAGES TO CROSS COMPLAINANT UNDER THE RICO ACT, 18
11 USC 1961, et seq. AGAINST CROSS DEFENDANTS MICHAEL LUSBY,
12 MICHAEL DONOVAN, DARON TONG, MICHELE MILLER, R. JEFFERY
13 WARD, MICHAEL BOLI, MRS. MICHAEL BOLI, VICTOR COMERCHERO,
14 TARAS WYBACZYNSKY, WILLIAM LOW, STEVEN SMITH, THOMAS
15 SHARKEY, NORMAN BLUMENTHAL, AND DOES 201-400
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20 14. Cross complainant re-alleges and reincorporates by reference the
21 allegations set forth in 1 – 13 of this Cross Complaint.
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23 15. At all times cross defendants and DOES 201-400 named in this cause of
24 action above were individual persons and an enterprise within the meaning of 18
25 USC Sections 1961(4), 1962(c) who associated with and/or participated in the
26 conduct of said enterprise's affairs doing business in the form of an association in
27 fact.
28

1 16. Between 2007 and the present, cross defendants and DOES 201-400,
2 in their individual capacity, conducted, participated in, conspired to engage in, or
3 aided and abetted the continuing and ongoing conduct of the affairs of that
4 enterprise together with others, through a pattern of racketeering activity as
5 defined in 18 USC Sections 1961(1), 1961(5), and 1962(c).
6

7
8 17. Cross Defendants' pattern of racketeering activity consisted of more
9 than two acts of obstruction of justice, intimidation of witnesses, Medicare fraud,
10 fraud under the MSP, bankruptcy fraud, bank fraud, fabrication of documents,
11 spoliation of evidence, wire fraud, bribery, and extortion of cross complainant,
12 among other predicate acts. These Rico offenses all occurred after the effective
13 date of the Rico Act and more than two such acts occurred within 10 years of one
14 another, thereby damaging the plaintiff and his rights to his business affairs and
15 are continuing.
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17
18 18. At all relevant times, the enterprises, and the defendants alleged above
19 were engaged in, and their activities affected both interstate and foreign
20 commerce, regulated by the commerce of the US Constitution and the laws and
21 regulations enacted under that authority and the laws pertaining to the MSP and
22 the Medicare reimbursement.
23

24
25 19. All of the predicate acts above described were conducted and related.
26 Those acts established a pattern of racketeering activity, within the meaning of 18
27 USC Section 1962(c), in that their common purpose was, inter alia, to obstruct
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1 and subvert the administration of justice for their personal unjust enrichment and
2 for the unjust enrichment of the Cross Defendants by defrauding cross
3 complainant, Medicare and other government insurance programs, including, but
4 not limited to the medical providers, medical insurers and the IRS.

6 20. All of the predicate acts described above were continuous so as to
7 form a pattern of racketeering activity in which the cross defendants engaged in
8 over a substantial period of time; or as such predicate acts have become the
9 defendants' normal, usual and regular manner of conducting their business and
10 association in fact.
11

13 21. Cross complainant was injured in his business and his property and is
14 entitled to treble damages sustained in an amount to be proven at trial, for costs of
15 this lawsuit, including reasonable attorneys as appropriate.
16

17 22. As more fully set forth above, the cross defendants and DOES 201-400
18 conducted an enterprise through the use of a pattern of Racketeering activity,
19 which they conducted in the State of California, in violation of 18 USC 1962(c).
20 Cross Defendants and DOES 201-400 conspired with others to violate subsections
21 (a), (b) and (c), and thereby violated 18 USC 1962(d).
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25 THIRD CAUSE OF ACTION BY CROSS COMPLAINANT AGAINST
26 CROSS DEFENDANTS, THE SAN DIEGO SUPERIOR COURT AND
27 ALL JUDGES THEREOF, INCLUDING THE HONORABLE KENNETH
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1 SO, IN HIS INDIVIDUAL CAPACITY; THE HONORABLE JOHN S.
2 MEYER, IN HIS INDIVIDUAL CAPACITY; THE HONORABLE
3 RICHARD E.L. STRAUSS, IN HIS INDIVIDUAL CAPACITY; THE
4 HONORABLE LUIS VARGAS, IN HIS INDIVIDUAL CAPACITY AND
5 AS A DISQUALIFIED JUDGE; THE HONORABLE TIMOTHY
6 TAYLOR, IN HIS INDIVIDUAL CAPACITY; THE HONORABLE JOAN
7 MARIE LEWIS, IN HER INDIVIDUAL CAPACITY AND AS A
8 DISQUALIFIED JUDGE; THE HONORABLE KEVIN A ENRIGHT, IN
9 HIS INDIVIDUAL CAPACITY; THE HONORABLE YURI HOFMANN,
10 IN HIS INDIVIDUAL CAPACITY; CANDACE CHEELY, IN HER
11 INDIVIDUAL CAPACITY; AND DOES 401-600, FOR A PETITION TO
12 INSPECT AND COPY OFFICIAL RECORDS OF THE CLERK'S
13 MINUTE BOOKS, INCLUDING THE CALENDAR CLERK'S AND THE
14 COURTROOM CLERK'S OF EACH OF THE JUDGES OF THE SAN
15 DIEGO SUPERIOR COURT PURSUANT TO GOVERNMENT CODE
16 SECTION 69844 AND CCP SECTION 1904, AND FOR
17 DECLARATORY AND INJUNCTIVE RELIEF

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24 23. Cross complainant realleges and reincorporates by reference paragraphs 1
25 13 as if set forth fully herein.

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27 24. Cross defendants and each of them had a duty to comply with the
28 requirements of the MSP and not to discharge settling plaintiffs, their counsel and

1 insurers without the payment of the Medicare super priority liens and repayment to
2 Medicare of the medical expenses of the settling parties. Cross defendants had a
3 clear, present, and ministerial duty to enforce the MSP and to deny a discharge to
4 the plaintiffs, their counsel and insurers and failed to do so, acting in concert with
5 the settling parties to violate the MSP, without limitation.
6

7
8 25. Medicare and cross complainant do not have a plain, speedy, and
9 adequate remedy in the ordinary course of law other than the relief sought by this
10 petition.
11

12 26. Cross defendant the Honorable Luis Vargas and Honorable Joan Marie
13 Lewis, including their staff, were disqualified by the Chief Justice of the California
14 Supreme Court in these cases. Despite the disqualification, they continued to have
15 extra judicial ex parte communications with the other judges and with the settling
16 parties counsel, John Noonan, and others, acting on behalf of Plaintiff, to prejudge
17 and predetermine the outcome of the cases adverse to Medicare and Gottschalk. As
18 a result of these extra judicial ex parte communications by the disqualified judges
19 and their staff, all of the interpleader judges are disqualified as a matter of law, and
20 their orders are void ab initio, based on well established California law, including
21 all orders made adverse to Medicare and Gottschalk. Additionally, as a result, all
22 judges of the San Diego Superior Court must be disqualified because they have a
23 direct interest in the outcome of the litigation, as did the judges in the Judge Adams
24 cases.
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1 27. The interpleader cases and the underlying cases thereto parallel the Judge
2 Adams cases. Preparatory to the Judge Adams cases, including his criminal
3 conviction for multiple felonies, the San Diego Union Tribune and others sought
4 access to the minute books of the clerks, including the calendar clerks, that were
5 assigned to the judges being investigated by the media and others in connection
6 with their relationship with attorneys that improperly influenced their judicial
7 conduct, including by extra judicial ex parte communications to prejudice and
8 predetermine the outcome of cases, and to preclude recovery of tens of millions of
9 dollars due Medicare by the settling parties, their counsel, and their insurers. Cross
10 Complainant is informed and believes, and thereon alleges, that the minute books of
11 the clerks were provided to the San Diego Union Tribune and others after the Court
12 of Appeals issued a writ of mandate to the Presiding Judge. Thereafter, the
13 Presiding Judge testified before a Federal Grand Jury that more than 25 judges of
14 the San Diego Superior Court had conspired and agreed with the Presiding Judge,
15 Judge Adams, and other judges to perpetrate a similar fraud scheme against
16 Medicare, Medi-Cal, the medical providers and medical insurers, coupled with
17 multiple attorneys including major players in the interpleader cases, including
18 Plaintiff's counsel and his firm.

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25 28. Cross Complainant seeks access to the minute books of the calendar
26 clerks and court clerks for each of the judges sued herein, which should show
27 further violations of the MSP and support the causes of actions sued herein
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1 29. Gottschalk and the media, including the Platinum Equity, the owners of
2 the San Diego Union Tribune, and the government agencies in this case have
3 standing to seek inspection of such records, including the minute books of the
4 clerks to these judges, especially since three esteemed jurists were appointed by the
5 Chief Justice of the California Supreme Court to act as settlement judges in these
6 cases, including the Presiding Judge of the Los Angeles Superior Court, and others,
7 who stated to Plaintiff's counsel and all other counsel and insurers that the MSP
8 must be paid in these cases prior to any monies being paid to the settling parties.
9 This directive is uniform throughout the judiciary, except pertaining to the judges
10 who have conspired and agreed with Plaintiff's counsel and his co-counsel to
11 continually defraud Medicare in multiple cases, and especially in the San Diego
12 Superior Court, and other courts where the attorneys are insiders. Plaintiff's
13 counsel, William M. Low is an insider, in part, because his father was a former
14 judge of the San Diego Superior Court and continues to have improper access to the
15 judges improperly assigned these cases, including by extra judicial ex parte
16 communications by himself and with his proxies.
17

18 30. Gottschalk has a constitutional and statutory right to inspect and copy
19 these records, as do the governmental entities, such as Medicare, the attorney
20 generals, and the media, as these are official records of the court which will provide
21 evidence in support of the causes of action sued herein.
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23 31. There is further good cause to inspect and copy these records in that
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1 Plaintiff's counsel and other counsel in these cases played a major role in the Judge
2 Adams cases, including the Medicare fraud scheme. Further, one of the calendar
3 clerks advised Cross Complainant that the minutes in their court also includes the
4 names of the attorneys and others who had extra judicial ex parte communications
5 with the court, which is a central issue in these cases, and which would compel the
6 Presiding Judge or the Chief Justice of the California Supreme Court to disqualify
7 all judges of the San Diego Superior Court in these cases, as was done in the Los
8 Angeles Superior Court in these underlying cases.

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12 32. Cross Complainant seeks declaratory relief that he is entitled to immediate
13 access to inspect and copy these minute books of the court clerks of each of the
14 judges of the San Diego County Superior Court including but not limited to those
15 named in this cross complaint, and that these minute books of the court clerks are
16 official court records and governed by Government Code Section 69844 and CCP
17 Section 1904. Cross Complainant further seeks an order from the Presiding Judge
18 that these minute books of each of these judges shall be provided by the San Diego
19 County Superior Court without limitation.

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22 33. Cross Complainant seeks injunctive relief that the Presiding Judge further
23 orders each of the judges of the San Diego County Superior Court and their clerks,
24 including the calendar clerk, to preserve and protect the originals of the minutes of
25 their court, and all other official records, against destruction, loss, or spoliation, as
26 occurred in the Judge Adams cases in concert with the former Presiding Judge and
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1 other judges who were removed from the bench. The RICO fraud scheme in this
2 case is similar to the RICO fraud scheme in the prior Judge Adams cases and
3 emanates therefrom involving major players/insiders of the San Diego Superior
4 Court in those cases.
5

6 34. Cross-complainant further seeks a Declaratory Order to adjudge and
7 decree that C.C.P. Section 386 pertaining to interpleader cases is unconstitutional
8 on its face and as applied where the interpleader seeks to prevent the recovery by
9 Medicare, MediCal and Medicaid of its super priority and priority liens and to
10 obtain a wrongful discharge of Plaintiff, its counsel and insurers of their substantial
11 statutory liabilities to these government programs including Medicare and to
12 discharge the rights of persons such as cross-complainant who has standing to
13 enforce his own private claim for relief under the MSP and to require the settling
14 parties, their counsel and insurers to reimburse Medicare program for all monies
15 paid out on behalf of the settling parties and for statutory liabilities of more than
16 twice the amount of that reimbursement under 42 U.S.C. 1395(y)(b)(2),(3),(7) and
17 (8). Such declaratory judgment is necessary to deem the C.C.P. 386
18 unconstitutional as applied to these government insurance programs and the rights
19 of cross-complainants thereunder because the continuing fraud scheme emanating
20 from the Judge Adams cases has not been abated by insider attorneys of the San
21 Diego Superior Court in substantially all of the cases involving said insider
22 attorneys. Additionally those insider attorneys of the court have sought to punish
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1 any attorney, such as cross-complainant, who brings to the attention of the court,
2 the deliberate failure of these attorneys to pay the statutory obligations to pay
3 Medicare, MediCal and Medicaid, even though all of the attorneys have strict
4 liability to such government insurance programs in connection therewith and
5 payment of those obligations is required under uniform, California and Federal law,
6 including the mandates of the California Judicial Council to judges to enforce the
7 rights of these government insurance programs under the MSP and not to
8 wrongfully discharge them occurred in the cases of the San Diego Superior Court
9 involving these insider attorneys and those acting in concert with them
10 commencing from the early 90s to date.
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14 FOURTH CAUSE OF ACTION

15 BY CROSS COMPLAINANT AGAINST CHIEF JUSTICE RONALD GEORGE,
16 IN HIS ADMINISTRATIVE CAPACITY AS CHAIRMAN OF THE
17 CALIFORNIA JUDICIAL COUNCIL FOR PROSPECTIVE DECLARATORY
18 AND INJUNCTIVE RELIEF AND DOES 401-500, INCLUSIVE
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21 35. Cross Complainant re-alleges and reincorporates by reference
22 paragraphs 1-34, as if set forth fully herein.
23

24 36. The Chief Justice is being sued herein in his administrative capacity as
25 Chairman of the California Judicial Council and not in his judicial capacity. Cross
26 complainant seeks a writ of mandate from the Chief Justice directing that the
27 Presiding Judge of the San Diego Superior Court and each judge thereof comply
28

1 with the statutory mandates under federal law to enforce the federal rights of
2 Medicare, MediCal and Medicaid, to be reimbursed for the medical expenses paid
3 out on behalf of settling Plaintiffs, and the IRS and those acting under the MSP in
4 mass tort cases and the mandates of the California Judicial Council in connection
5 with the enforcement of these federal rights. Cross-complainant further seeks a writ
6 of mandate directing that the San Diego Superior Court, the Presiding Judge and
7 each Judge thereof may not discharge the statutory rights of Medicare, MediCal and
8 Medicaid without their participation in such interpleader cases including the
9 liability of Plaintiff, its counsel and insurers and those acting in concert with them.
10 Such writ of mandate is necessary because the San Diego Superior Court and the
11 Judge named herein have continually wrongfully discharged the statutory
12 obligations of the settling parties in interpleader actions to Medicare, MediCal and
13 Medicaid and others including the strict statutory liability of attorney insiders, their
14 clients and insurers as was done in the Judge Adams cases prior to his removal
15 from the bench. The San Diego Superior Court and the judges sued herein have
16 acted in concert with the attorneys insiders to do so in these interpleader cases as
17 well. The principal attorneys in these interpleader cases were also primary actors in
18 the Judge Adams cases and that RICO Act fraud scheme has continued after Judge
19 Adams was removed from the bench by the California Supreme Court.

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27 37. Cross Complainant is informed and believes and on such information
28 and belief hereby alleges that the California Judicial Council, of which Chief

1 Justice George is the Chairman, has mandated the payment of the government
2 insurance liens of Medicare, Medi-Cal, and Medicaid. The repayment of those
3 government liens including the Medicare Super Priority Liens were also previously
4 mandated by the State Bar in its ethics opinion as late as 2008 and in its opinions in
5 the State Bar Court and by uniform statutory and case law both state and federal
6 making the attorneys fiduciaries for the repayment of those monies prior to
7 payment of any monies to the settling parties. Those repayments to Medicare,
8 Medi-Cal, and Medicaid are uniformly required and the attorneys are deemed to be
9 fiduciaries as a matter of law to pay them including the Defendant's settling -
10 counsel. The cross defendants named herein the Second Cause of Action for RICO
11 Act violations are insiders of the San Diego Superior Court and charter members of
12 the so-called good old boys club or directly associated with them. They include
13 William Low, Thomas Sharkey, Michael Donovan, and their respective law firms,
14 without limitation, who have continuously utilized improper extra judicial ex parte
15 communications with the judges in these underlying cases, the interpleader cases,
16 and with disqualified judges to seek to prejudge and predetermine the outcome of
17 these interpleader cases adverse to Medicare, Medi-Cal, and Medicaid. Further,
18 they have intentionally excluded them from the interpleader cases by means of
19 extrinsic fraud and have violated their due process rights and those of the U.S.
20 government agencies and contractors charged with the enforcement of the "MSP"
21 and the reimbursement of moneys paid by these government medical insurance
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1 programs on behalf of the settling plaintiffs. Medicare officials have indicated that
2 the amount of such strict liability reimbursement due to Medicare under the MSP in
3 Southern California alone by these insider attorneys acting in violation of the MSP
4 is in excess of \$1 billion.

6 38. As a direct result of the failure on the part of the judges of the San
7 Diego Superior Court named in the Third Cause of Action, acting in concert with
8 William Low, Esq., a consummate insider of the San Diego Superior Court whose
9 father was a former judge of that court, the rights of Medicare, Medi-Cal, and
10 Medicaid in the related cases have been arbitrarily denied without affording them
11 their due process rights to be heard prior to the disbursement of the settlement
12 moneys and the discharge of the parties, their counsel and insurers, represented by
13 William Low, Esq. and the other settling counsel. William Low has sought by
14 unlawful means to discharge the statutory obligations of his client, himself, his law
15 firm and the insurers, for sums in excess of \$100,000,000.00 by inter alia engaging
16 in extra judicial ex parte communications with the court and using surrogates on his
17 behalf. Each of the judges of the San Diego Superior Court know from the Judicial
18 Council and from retired Judge David Rothman, and from the three settlement
19 judges appointed by the Chief Justice in these cases and as a result of the aftermath
20 of the Judge Adams cases that the statutory rights of Medicare, MediCal and
21 Medicaid cannot be discharged by attorney insiders of the court including without
22 the participation of those government agencies in the interpleader cases and the
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1 statutory rights under the MSP be preserved and not discharged. Each of the
2 esteemed judges appointed by the Chief Justice warned the attorneys in the
3 interpleader cases that they had to reimburse Medicare under the MSP in
4 connection with these mass tort settlements as well as to repay the liens of
5 Medicare, Medicaid and MediCal. Each of the attorneys sued herein have
6 intentionally disregarded the mandates of the settlement judges appointed by the
7 Judicial Council and the mandates of the Judicial Council itself to enforce and pay
8 the statutory rights of Medicare, MediCal in connection with the settlements of
9 mass tort cases.
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13 39. Instead of such repayment by these insider attorneys, they conspired
14 with Mr. and Mrs. Michael Boli a.k.a Victoria Henley to use Medicare trust funds
15 and other monies to be repaid to Medicare to make unlawful payments and to
16 provide unlawful consideration to the Boli's to seek to prejudge and predetermine
17 the outcome of complaints against judges of the San Diego Superior Court and
18 other judges in the Commission of Judicial Performance of which Mrs. Boli is the
19 executive director.
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22 40. The Chief Justice, in his administrative capacity as Chairman of the
23 Judicial Council, has intervened multiple times in these related cases to confirm the
24 disqualification of judges and to appoint successor judges as temporary judges of
25 the Los Angeles Superior Court. Certain of the judges sued herein were confirmed
26 to be disqualified by Chief Justice George. The judges were disqualified because
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1 they had, inter alia, actual conflicts of interest, financial interests that they did not
2 disclose in connection with the parties or their counsel, engaged in extra judicial ex
3 parte communications with plaintiff's counsel to seek to prejudge and predetermine
4 the outcome of these interpleader cases and agreed not to enforce the MSP in
5 connection with these interpleader cases or to allow the government insurance
6 programs to participate therein in concert with the insider attorneys. A writ of
7 mandate by the Chief Justice is required at this time to preserve the orderly
8 administration of justice in these interpleader cases and to enjoin the San Diego
9 Superior Court from intentionally ignoring and violating the "MSP" and to
10 discharge the plaintiffs, their insider attorneys, and insurers for their strict liability
11 under the MSP in excess of \$100 million and those acting in concert with them.
12 This is one of the most flagrant cases of official corruption against the
13 administration of justice and the California Judicial Council by those insider
14 attorneys and the judges who have acted in concert with them to avoid strict
15 statutory liability under the "MSP" as occurred in multiple cases involving the same
16 insider attorneys. These settling parties and their attorney insiders conspired and
17 agreed with disqualified Judge Luis Vargas and other judges in these cases to
18 submit over 60 fraudulent orders to dismiss the settling plaintiffs' cases with
19 prejudice for alleged willful discovery order violations when the purpose of seeking
20 such orders was to provide fabricated orders that the settling plaintiffs recovered no
21 moneys and thereby avoid the super priority liens of Medicare and the priority liens
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1 of Medi-Cal and Medicaid, in the related cases, without limitation. After one of the
2 defense attorneys broke with Mr. Low and disclosed the existence of the 60 or more
3 fraudulent orders that were knowingly submitted to Judge Vargas to commit fraud
4 on the government insurance programs, cross complainant and others, the partial
5 settlement for millions of dollars was disclosed. However, none of the settling
6 parties, their counsel or insurers notified Medicare, Medi-Cal, and Medicaid in the
7 related cases of the settlements and refused to name them as defendants in the
8 interpleader cases or to pay them any of the moneys due these government
9 insurance programs in the tens of millions of dollars in the collective cases that they
10 had settled.
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14 41. Cross-complainant further seeks a writ of mandate removing the
15 judges of the San Diego Superior Court from this case and reappointing judges of
16 the Superior Court of Orange County as was originally contemplated by the Chief
17 Justice with direction that the Judges assigned to these interpleader cases be
18 required to enforce the federal rights of Medicare and Gottschalk under the MSP
19 and to afford the Federal Government agencies and Gottschalk their due process
20 rights to litigate their claims and liens under the MSP and the statutory rights of
21 Medicare, Medicaid and MediCal to be repaid from the proceeds of settlement and
22 directly from the settling parties, their counsel and insurers for the entire
23 reimbursement of monies paid by them.
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28 42. As a direct result of this fraud scheme to wrongfully seek discharge of

1 plaintiff, William Low and his law firm, and each of the insurers named
2 herein from their liability to Medicare, Medi-Cal, Medicaid in the related
3 cases, and cross complainant for sums in excess of \$100 million, cross
4 complainant seeks injunctive relief from the Chief Justice to stay any
5 discharge of the settling parties and their counsel until the rights of
6 Medicare, Medi-Cal, and Medicaid in the interpleader cases and cross
7 complainant are determined. Cross Complainant further seeks the Chief
8 Justice to remove the case from the San Diego Superior Court and appoint a
9 new judge who is mandated to enforce the rights of the federal government
10 agencies and Medicare under the "MSP" in interpleader cases emanating out
11 of the San Diego Superior Court, and to enforce the uniform law under the
12 "MSP" in favor of Medicare. No appellate court has ever ruled against
13 Medicare under the current "MSP" statute. 42 USC 1395(y)(b)(7) and (8)
14 confirm that when a personal injury plaintiff receives Medicare benefits for
15 treatment of injuries, Medicare rights to recover those payment trumps
16 everybody else's rights. Thus, under the "MSP" Medicare can get its money
17 either from the plaintiff or the settling defendants, their attorneys and
18 insurers, even when the defendants have already paid the settling plaintiffs.
19 Additionally, Medicare can recover payments from the settlement proceeds,
20 from the plaintiff, or can get them from the defense side, even if the plaintiff
21 has already been paid. If the government goes to court to recover or if a
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1 cross complainant sues on cross complainants behalf, under 42 USC
2 1495(y)(b)(3), the settling defendants can actually end up paying three times,
3 including being awarded twice the benefit amount paid out by Medicare on
4 behalf of each settling party. The judges of the San Diego Superior Court
5 named in this cross-complaint, acting in concert with William Low and other
6 insiders of the court, have intentionally ignored the "MSP", and allowed the
7 insiders of the court not to name these indispensable parties as defendants in
8 the interpleader cases and have agreed not to enforce the uniform law under
9 the MSP, including the super priority rights of Medicare, as was done in the
10 Judge Adams cases prior to his removal from the San Diego Superior Court
11 bench. As a result, cross complainant further seeks the Chief Justice appoint
12 a special master or a special prosecutor to investigate the obstruction of the
13 administration of justice in connection with the fraud scheme against
14 Medicare in these interpleader cases by the insiders of the court and their
15 payment of unlawful payments of moneys and other unlawful consideration
16 to Mr. and Mrs. Boli, aka Victoria Henley, Esq., for the purposes of
17 prejudging and predetermining the outcome of complaints filed and to be
18 filed against certain San Diego Superior Court judges and other judges.
19 Cross complainant further seeks the Chief Justice to issue a writ of mandate
20 to the Presiding Judge of the San Diego Court on behalf of each of the judges
21 thereof, that the statutory rights of Medicare, Medi-Cal, and Medicaid, and
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1 cross complainant must be preserved and not discharged in the interpleader
2 cases, and that each of these government programs and their attorneys are
3 entitled to seek the settlement funds and other funds due them under federal
4 statutes or to remove these cases to the U.S. District Court, pursuant to the
5 federal preemption doctrine which governs disputes with Medicare,
6 Medicaid and the IRS and the IRS. Cross complainant further seeks a
7 temporary restraining order, preliminary injunction, and permanent
8 injunction from the Chief Justice enjoining the cross defendants from being
9 discharged without reimbursement of the super priority liens of Medicare,
10 the priority liens of Medi-Cal and Medicaid in the interpleader cases, and
11 that the liens of cross complainant under the "MSP" and not be discharged.
12 The Chief Justice should issue such orders because any such discharge of
13 federal government agencies is void ab initio for lack of subject matter
14 jurisdiction and the failure of the settling parties and their insider attorneys to
15 serve said government agencies and to name them in the interpleader cases
16 as indispensable parties prior to seeking their discharge as they wrongfully
17 did in the Judge Adams cases and multiple other cases thereafter to avoid the
18 payment of over \$1 billion of monies due Medicare.
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28 PRAYER FOR RELIEF

1 1. For damages by Gottschalk under the MSP in an amount to be proved
2 at trial.

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4 2. For indemnification and contribution and to hold Gottschalk free and
5 harmless from the Cross Defendants' violation of the MSP, and their
6 fiduciary duties to pay the liens of Medicare, the taxing authorities, the
7 vendors, medical providers, and medical insurers, without limitation.

8
9 3. For a temporary restraining order, preliminary injunction and
10 permanent injunction enjoining the Cross Defendants from recovering any
11 monies from settlements or being paid any of the interpleaded funds or any
12 other funds from the settling parties, and their insurers until the rights of
13 Medicare, the taxing authorities, the vendors, the medical providers, the
14 medical insurers, and Gottschalk are determined by this court and paid.

15
16
17 4. For treble damages under the RICO Act and for attorney fees to co-
18 counsel.

19
20 5. For an order directing the San Diego Superior Court, and each judge
21 thereof, including those named in this complaint, to enforce the MSP in all
22 settlements involving Medicare beneficiaries.

23
24 6. For referral by the Attorney General to the Public Integrity Section of
25 the Justice Department and for appointment of a special master to investigate
26 the massive fraud scheme in Southern California against Medicare, Medi-
27 Cal, Medicaid in the related cases and Defendant, without limitation, by
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1 settling plaintiffs, their counsel and insurers in these cases and in other mass
2 tort cases and for recovery of over \$100 million due Medicare.

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4 7. The petition for access, inspection, and copying of the minutes of the
5 clerks of each of the judges of the San Diego County Superior Court
6 including those named in the cross complaint is granted by the Presiding
7 Judge, coupled with an order to preserve and protect the original minutes of
8 the clerks of each of these judges from destruction, loss, or spoliation,
9 without limitation.

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12 8. For a declaratory judgment that CCP Section 386 is unconstitutional
13 on its face and as applied to the federal government insurance programs of
14 Medicare, Medi-Cal, and Medicaid in the related cases and those persons
15 suing under the "MSP."

16
17 9. For a temporary restraining order, preliminary injunction, and
18 permanent injunction enjoining the cross defendants from discharging the
19 settling plaintiffs, its counsel, and insurers and the other settling parties
20 without the reimbursement of the super priority liens of Medicare, the
21 priority liens of Medi-Cal and Medicaid in the related cases, and the liens of
22 cross complainant under the "MSP."

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25 10. For a stay of proceeding pending a determination by the probate court
26 that Mrs. Meco should be removed as the administrator of the Estate of Paul
27 Meco and surcharged and Michael Lusby, Esq. and others be disqualified for
28

1 Cross-Complainant Ronald Gottschalk hereby requests a trial by jury on all
2 claims so triable.
3

4
5 DATED: July 20, 2009

Respectfully submitted,

6
7 GOTTSCHALK & ASSOCIATES

8
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PETITIONER'S APPENDIX A3



CALIFORNIA

A judge's affair with Tom Girardi, a beachfront condo and a \$300,000 wire from his firm



An oceanfront condominium building in Santa Monica where then-Justice Tricia Bigelow bought a unit in 2015. Tom Girardi was having an extramarital affair with Bigelow and he wired her \$300,000 from a client trust account at the time she closed on the property. (Christina House/Los Angeles Times)

BY HARRIET RYAN, MATT HAMILTON

AUG. 31, 2022 5 AM PT

Tricia Bigelow, then a presiding justice of a state appeals court in downtown Los Angeles, wanted a weekend place at the beach.

She found an ocean-front condominium in a prime area of Santa Monica in 2015 and embarked on a luxurious makeover later described in a rental listing: custom kitchen cabinets, high-end

appliances, a built-in wine fridge, a soaking tub and furnishings in an elegant nautical theme.

To pay the substantial price tag, she did not have to rely on her judicial salary alone. Tom Girardi, the powerful attorney with whom she was having an affair, wired her \$300,000 in the week she closed on the Ocean Avenue property, according to financial records filed in a state court lawsuit.



CALIFORNIA

The legal titan and the 'Real Housewife': The rise and fall of Tom Girardi and Erika Jayne

Dec. 17, 2020

The wire did not come from Girardi's personal bank account, but rather from a trust account containing settlement money for clients of his Wilshire Boulevard law firm, Girardi Keese. At the time of the transfer to Bigelow, the account held funds owed to cancer victims and other residents of a polluted Inland Empire community, who had sued cement manufacturers in Riverside Superior Court in 2008, according to the state court records.

To this day, many of the victims have not received their full settlements, according to bankruptcy claims from dozens of former clients and their relatives.

"We never got a dime," said Michelle Ganz, a claimant in the bankruptcy case whose mother, Sandi, lived near one of the cement plants and died of lung cancer. "We did everything they said we needed to, and they just never paid out."

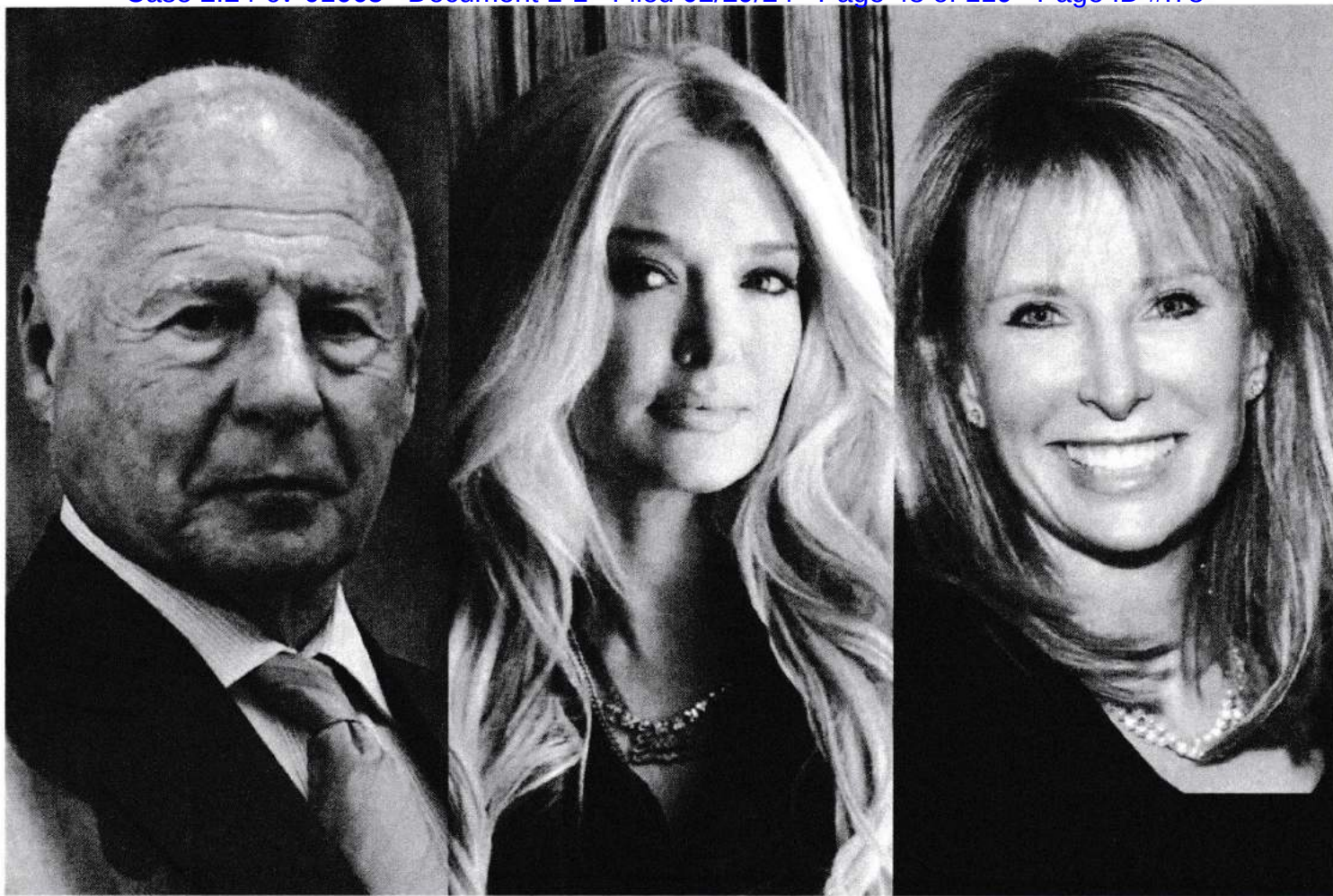


CALIFORNIA

Prominent retired justice returns gifts from disgraced lawyer Tom Girardi, her ex-boyfriend

Aug. 19, 2022

Bigelow retired last year from the Second District Court of Appeal. In response to questions from The Times, her attorney Alan Jackson wrote in an email that the \$300,000 transfer "was NOT marked as coming from a [Girardi Keese] trust account" and that she had no reason to suspect he was drawing on client funds.



From L-R, Tom Girardi, Erika Girardi, Tricia Bigelow. (AP)

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Girardi, once one of California's most well-connected and prominent attorneys, misappropriated millions of dollars of client funds over a period of decades, according to a State Bar review and bankruptcy filings. The money appears to have helped underwrite the opulent lifestyle he and his

wife, Erika, displayed on “Real Housewives of Beverly Hills” and the lavish parties and dinners he hosted for the legal community.

The wire transfer to Bigelow reveals he also used client money at least once during their four-year extramarital romance. The jurist had a \$212,274 salary and a reputation so sterling that at one point she was tapped to oversee the education of all new state judges.

Jackson, Bigelow’s lawyer, said in emails that Girardi “never shared anything with her regarding the source of any gifts.” Earlier this month, after receiving an inquiry from The Times, the justice returned what she said were all the presents she ever received from the disgraced lawyer.



CALIFORNIA

‘Shocking’ Tom Girardi scandal shows need for legal reforms, California chief justice says

Aug. 9, 2022

Jackson handed the gifts over to a bankruptcy trustee working to compensate cheated clients and other Girardi creditors. But he has declined to identify the gifts publicly or place a dollar value on them.



Tom and Erika Girardi on "Real Housewives of Beverly Hills" (Bravo)

Girardi, 83, has been diagnosed with Alzheimer's disease and is under a court-ordered conservatorship. The trustee for the bankruptcy of Girardi Keese, Elissa Miller, did not respond to a request for comment. In a court filing Tuesday, she disclosed that "a former 'friend'" of Girardi recently turned over jewelry with an estimated value of less than \$15,000.

The items included 1.75-carat diamond earrings, a Bulgari pearl and diamond necklace, a Cartier gold and diamond necklace and a Tiffany heart-shaped gold and diamond necklace that the trustee and Bigelow believed the law firm purchased, according to the trustee's court filing.

The date of the return coincides with the timeframe in which Bigelow's lawyer gave Miller, the trustee, the items. Miller asked the bankruptcy court for permission to auction off the jewelry.



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Tom Girardi's epic corruption exposes the secretive world of private judges

Aug. 4, 2022

She had previously told the bankruptcy judge that she plans to investigate “numerous transfers” of firm assets to “third parties,” and has secured a court order to sell the \$750,000 diamond stud earrings apparently purchased with client money for Girardi’s now-estranged wife.

Shortly after the firm’s 2020 collapse, Erika Girardi began pointing a finger of blame at Bigelow, posting now-deleted screenshots on Instagram suggesting her husband had paid for shopping sprees and cosmetic surgery for the justice.

But the \$300,000 gift appears to have taken even the reality TV star by surprise, according to a partial transcript of her deposition filed in court. Erika Girardi was shown bank records of the transfer to Bigelow while giving sworn testimony Aug. 4 in a lawsuit brought by attorneys who say they were swindled out of fees in the Inland Empire cement pollution case.

“F– me,” she exclaimed, prompting her attorney to warn her against using profanities. Asked whether her husband had ever mentioned the transfer to her, she replied, “No way. No way.”



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Aug. 4, 2022

Erika Girardi urged one of the lawyers questioning her to put Bigelow under oath as well, saying, “I’m very upset that you haven’t noticed her depo.” The attorney, Ronald Richards, replied during the deposition that he was gathering evidence about Bigelow now that she was no longer on the bench.

“I wasn’t going to do it when she was a justice. I’m not suicidal,” Richards said, according to the deposition transcript.

Richards said in an interview Tuesday that after Bigelow returned the gifts this month, he called off his investigation: “It became a total non-issue.”



Tom Girardi on "The Real Housewives of Beverly Hills" (Bravo)

Bigelow and Girardi began their affair in 2012, according to her lawyer. At the time, Girardi had been married to his wife for a dozen years and Bigelow was engaged to a retired L.A. City Fire captain.

Though the justice had previously handled cases involving Girardi's firm, she started recusing herself from matters concerning him or lawyers who worked for him as their friendship grew close and then became romantic, according to her attorney and a conflict of interest list she provided the appellate court clerk.

State officials, including judges, are generally barred from receiving gifts that exceed \$500 and are required to annually disclose smaller gifts publicly. But there is an exception for people in a "dating relationship," according to state ethics guidelines. Bigelow did not report the jewelry or the money from Girardi, according to a review of her financial disclosures.

In the spring of 2015, Bigelow was on the hunt for a seaside property. Earlier that year, some \$20 million had been deposited in the Girardi Keese trust account at Torrey Pines Bank on behalf of

thousands of clients in the Inland Empire cement cases, court records show.

Though attorneys are required to “promptly” distribute settlement funds to clients, Girardi did not. Records show Girardi Keese moved millions of dollars into the firm’s operating account and “to pay off older debts of the firm,” according to a filing by attorneys trying to recoup their share of the cement case settlement. By November 2015, with only a fraction of the clients receiving any money at all, there was just \$411,000 left in the trust account.

In the intervening period, Bigelow made a successful offer of \$715,000 for a top-floor, one-bedroom condominium at the corner of Montana and Ocean avenues in Santa Monica. On the day she signed her mortgage documents in June 2015, she received the \$300,000 wire from Girardi Keese’s trust account at Torrey Pines Bank, according to property records filed in L.A. County and bank records filed in court.

The condominium complex has a pool and a roof deck and is steps from the beach. Her fiancé at the time, Terrance Manning, said in an interview that Bigelow presented the apartment as a getaway for the two of them.

“She had talked about [how] we’d still live in La Cañada and we could go down there on weekends,” Manning recalled. “It really never worked out, nor did our relationship.”

He later learned she was having an affair with Girardi, who he knew only as a close friend of hers. He said he never noticed expensive gifts and did not inquire about the source of the money she used for the down payment.

“She had been a career lady, and I figured she had that income,” said Manning, who noted he is now “very happily married” to someone else.

The relationship between Bigelow and Girardi ended in September 2016, according to her attorney, and she married another lawyer two years later.

From 2015 onward, the clients from the Inland Empire case kept pressing Girardi for their money – with minimal result.

“Everybody was waiting. There was always some excuse,” said Wiley Shepherd, 74, who attributes his colon and rectal cancer to toxic exposure from nearby cement plants.

He received about \$20,000 from the settlement in 2018, but questioned the years it took for payment and the small amount relative to what he endured.

“That money did not belong to the attorneys,” Shepherd said. “That money belonged to the victims.”

Bigelow, according to her lawyer, had “a long record of always being a staunch advocate of victims of crime and she’s focused on doing her part to make sure at least in this case the victims are made whole.”

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Harriet Ryan

Harriet Ryan is an investigative reporter for the Los Angeles Times. Since joining the paper in 2008, she has written about high-profile people, including Phil Spector, Michael Jackson and Tom Girardi, and institutions, including USC, the State Bar of California, the Catholic Church, the Kabbalah Centre and Purdue Pharma, the manufacturer of OxyContin. Ryan won the Pulitzer Prize for Investigative Reporting

Case 2:24-cv-01665 Document 1-1 Filed 02/29/24 Page 55 of 119 Page ID #:85
with colleagues Matt Hamilton and Paul Pringle in 2019. She and Hamilton won the Collier Prize for State Government Accountability in 2023. She previously worked at Court TV and the Asbury Park Press. She is a graduate of Columbia University.



Matt Hamilton

Matt Hamilton is a reporter for the Los Angeles Times. He won the 2019 Pulitzer Prize for investigative reporting with colleagues Harriet Ryan and Paul Pringle and was part of the team of reporters that won a Pulitzer Prize for its coverage of the San Bernardino terrorist attack. A graduate of Boston College and the University of Southern California, he joined The Times in 2013.

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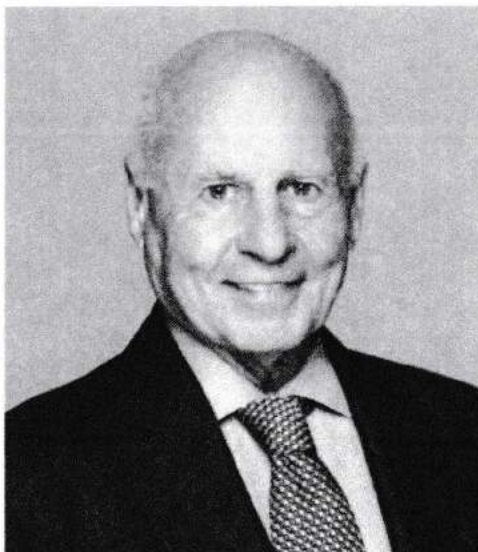
Pushing Private Judging Out Of The Shadows?

There's no question that some of these private judges will be wiping off reputational mud based on what's been revealed in the Girardi investigation.

By JILL SWITZER on August 11, 2022 at 12:46 PM

63    

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Thomas Girardi



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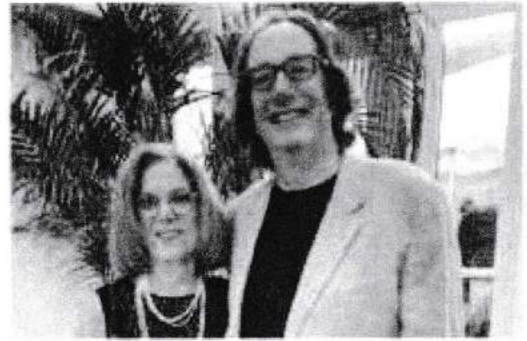
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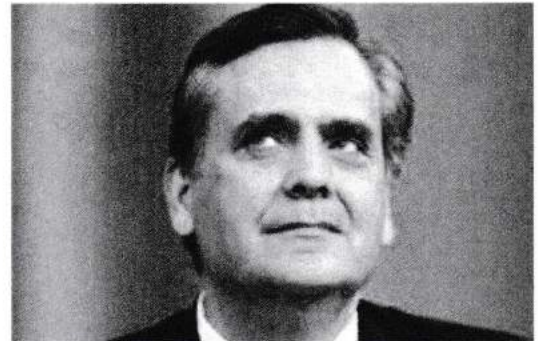
A4

world of private judging. The front-page headline of Sunday's Los Angeles Times was "Tom Girardi's epic corruption and a shrouded legal specialty." Every lawyer who engages in ADR, whether as counsel for a party or as a neutral, should read this cautionary tale. Written by the two Times reporters who broke the original Girardi story a while ago that set the legal community atwitter, this story has Girardi driving the bus over several JAMS private judges.

An apt description for private judging, "a shrouded legal specialty." Cloaked in more secrecy than Harry Potter's invisibility cloak, private judging has grown exponentially since its explosive development in the 1980s. Retired justices and judges, as well as attorneys, are hired to resolve cases, function as discovery referees, and, among other things, parcel out settlement funds due to plaintiffs often from mass tort settlements. There's little, if any, accountability for how decisions are made, how funds are distributed, and how much plaintiffs' attorneys receive in fees as their portions of recoveries.



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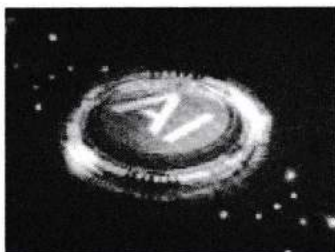
The bankruptcy of Girardi's law firm, Girardi Keese, is now starting to blow at the doors of this "shrouded legal specialty." It's not pretty, especially for the retired judges that Girardi hired to oversee settlement disbursements. And although it's unlikely that any of them had actual knowledge about Girardi's gigantic Ponzi schemes, there's no question that some of them will be joining off-reputational mud based on what's

Girardi may have dementia now, he certainly didn't when he was stealing from clients for decades.

One JAMS retired appellate justice, John K. Trotter Jr., was appointed to oversee the proper distribution of \$66 million in a diabetes drug settlement. However, Girardi repeatedly diverted settlement funds, including, but not limited to, the purchase of a ginormous pair of diamond earrings for his wife, Erika Jayne, one of the wives on the reality TV show, "The Real Housewives of Beverly Hills." Girardi wrote checks on this account ostensibly for "costs," but really, how often are costs in round numbers, such as \$1,000,000? You tell me. Sometimes he would write multiple checks for seven figures in the same week. Over the succeeding years, Girardi siphoned off more than \$15 million for supposed "expenses."

Girardi had no hesitation in throwing Trotter under the bus when it served his purposes. Here was a retired justice who had a stellar career while on the bench, who was one of the pioneers in the field of dispute resolution, being blamed for Girardi's misdeeds. Does the old saw "You lie down with dogs; you get up with fleas" apply here? Girardi had palsywalsy relationships with retired and current judicial officers, which many people in the legal community knew, but kept quiet.

Now the Chief Justice of the California Supreme Court Tani Cantil-Sakauye has weighed in. She is retiring and will not stand for another 12-year term in November; however, she had some choice words about the conduct reported in the LA Times story.



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The chief justice said the revelations about the private judges who worked for Girardi were “shocking.” She acknowledged that “there are not enough safeguards regarding the business of private judging.” No argument there.

What’s just as shocking is how previously well-regarded private judges could be caught up in Girardi’s frauds. Another JAMS retired justice, who had sat on the California Supreme Court, Edward Panelli, was involved in distributing settlement funds for elderly women who alleged they got cancer from a menopause drug. The plaintiffs believed that Girardi had not paid them all they were entitled to from the settlement. Girardi threw Panelli under the bus and said that he had ordered a “hold back” of a million dollars. Although Girardi lied about that, Panelli did not tell either the trial court or the clients until forced to testify under subpoena that Girardi had lied about the “hold back.” Not a pretty picture and a blot on the reputation of this retired Supreme Court justice.

So, now what? Cantil-Sakauye suggested that the Legislature take a good hard look at this sorry mess. Private judges are lawyers, once again state bar licensees, and given the antipathy that the Legislature has for the bar, this area might be ripe for some sort of regulation.

But what really gave me pause were comments by the former dean of the Santa Clara University Law School in the second LA Times article. And I quote:

“A longtime critic of the private judging industry, former Santa Clara University School of Law Dean Gerald F. Uelmen, said it seems reasonable to regulate the private judging industry, but advocates should expect strong opposition from sitting judges, some of whom see private judging — with its cushy salaries — as a retirement plan. After years of working — for just barely reasonable

Uelmen. "A lot of them are eager to retire and move on to that richer realm – so I think part of the opposition will be from judges who want to do it and see it as a just reward for all their years of hard work." Hard work? Isn't that what judges and lawyers are paid to do?

"Just barely reasonable compensation"? Wait, what? Another example of the elitist attitude that permeates our profession. Judicial salaries, pensions, benefits – we should all be so lucky – and then the cherry on top is the money that they rake in from private judging. There oughta be a law.



Jill Switzer has been an active member of the State Bar of California for over 40 years. She remembers practicing law in a kinder, gentler time. She's had a diverse legal career, including stints as a deputy district attorney, a solo practice, and several senior in-house gigs. She now mediates full-time, which gives her the opportunity to see dinosaurs, millennials, and those in-between interact – it's not always civil. You can reach her by email at oldladylawyer@gmail.com.

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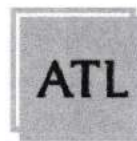
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PETITIONER'S APPENDIX A5

Archive for category: Arbitration

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Tom Girardi Indicted for Embezzlement

Disgraced California lawyer Tom Girardi was indicted for embezzlement by a federal grand jury. The charges stem from allegations that Girardi engaged in highly unethical and illegal behavior, which included [using private judges](https://www.taulersmith.com/jams-private-judges-accused-of-corruption/) affiliated with the national arbitration company JAMS to steal millions of dollars



<https://www.taulersmith.com/tom-girardi-used-jams-to-defraud-clients/> from his clients. The U.S. Department of Justice (DOJ) announced the felony charges against Girardi after the grand jury formally indicted him. U.S. Attorney Martin Estrada observed that Girardi “preyed on the very people who trusted and relied upon him the most—his clients—and brought disrepute upon the entire legal profession.”

For more information about Tom Girardi’s indictment and his connection with JAMS, keep reading this blog.

Who Are Tom Girardi and Erika Jayne?

Tom Girardi used to be a well-respected attorney. For many years, the prominent Los Angeles lawyer was known for being a dogged defender of the powerless as they filed class action lawsuits against corporations. As the founder of California law firm Girardi & Keese, he represented plaintiffs in a number of high-profile cases, including Brian Stow’s civil suit against Major League Baseball. Stow was the San Francisco Giants fan who sustained severe injuries during an attack at a Los Angeles Dodgers game. Girardi also represented the

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years. After the split, the couple listed their Pasadena home for sale at a price of \$13 million. Jayne has also been accused of illegally using funds meant for Girardi's clients to cover her own personal expenses, including the purchase of expensive diamond earrings.

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Federal Grand Jury in California Indicts Tom Girardi on Wire Fraud Charges

As a plaintiff's attorney in California, Tom Girardi was responsible for negotiating settlements in mass tort lawsuits. Instead of sending the settlement funds to his clients, however, Girardi allegedly deposited the money into law firm accounts that he later accessed for his own personal use. A federal grand jury in California has now indicted Girardi on charges that he embezzled \$15 million from clients over a period of 10 years, resulting in the DOJ bringing formal charges against him for five counts of wire fraud. If Girardi is convicted of wire fraud, he could be sentenced to 20 years in federal prison.

Martin Estrada, the United States Attorney for the Central District of California, issued a statement about the case after the [grand jury indictment was announced \[https://www.justice.gov/usao-cdca/pr/grand-jury-charges-disbarred-plaintiffs-lawyer-tom-girardi-wire-fraud-allegedly\]](https://www.justice.gov/usao-cdca/pr/grand-jury-charges-disbarred-plaintiffs-lawyer-tom-girardi-wire-fraud-allegedly). Estrada said that Girardi is "accused of engaging in a widespread scheme to steal from clients and lie to them to cover up the fraud."

FBI Acting Assistant Director in Charge Amir Ehsaei also weighed in on the charges against Girardi. Ehsaei said that the disgraced attorney "created a mirage over several years in order to disguise the fact that he was robbing clients of large sums of money...to fund his lavish lifestyle." Ehsaei observed that Girardi's alleged theft came at the expense of clients who were enduring significant hardships of their own as they desperately awaited settlement funds to cover medical bills and other expenses. The clients' unfamiliarity with the legal process made it possible for Girardi to take advantage of them.

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United States Magistrate Judge Karen L. Stevenson ordered a mental competency hearing

[<https://www.reuters.com/legal/legalindustry/lawyer-tom-girardi-face-competency-review-after-not-guilty-plea-2023-02-06/>] to determine whether Girardi is fit to stand trial on the criminal charges. In the meantime, Girardi's bond was set at \$250,000 and he was released to the custody of his brother Robert Girardi. The next hearing will occur in the U.S. District Court for the Central District of California.

The Girardi Keese law firm is no longer operational, having declared bankruptcy with more than \$100 million in total debt. Additionally, Girardi was disbarred as a result of the alleged embezzlement and cannot act as an attorney in California. He has been living at the Belmont Village Senior Living Facility in Burbank, CA.

Erika Jayne and Others Accused of Business Fraud with Tom Girardi

Also criminally charged along with Tom Girardi is Christopher Kamon, who served as the chief financial officer of Girardi's law firm for more than a decade. According to law enforcement officials, Kamon was the person who handled financial accounting for the firm. Federal prosecutors believe that Kamon committed wire fraud offenses by embezzling client funds for personal expenses.

Additionally, Girardi's son-in-law David Lira has been accused of fraud in connection with the Girardi & Keese firm. A federal grand jury in Chicago issued an indictment against both Girardi and Lira on charges filed by the U.S. Attorney's Office. They have been accused of stealing more than \$3 million in settlement funds from clients whose families were killed in the 2018 Boeing Lion Air Flight 610 crash in Indonesia.

Erika Jayne Sued for Fraud

A civil suit has also been filed that accuses Tom Girardi's estranged wife, reality TV star Erika Jayne, of participating in the illegal fraud scheme. The trustee overseeing the bankruptcy of Girardi's law firm



has denied having any knowledge of Girardi's alleged embezzlement of client funds.

JAMS Mediators Allegedly Helped Tom Girardi Embezzle Money from Clients

According to the Department of Justice, Tom Girardi was able to get away with embezzling client funds by placing onerous requirements on clients to access their settlement money. For example, Girardi often told clients that they needed to get authorizations from JAMS judges in order to receive the funds. The JAMS private judges were overseeing the lawsuit settlements and had control over how and when the funds were distributed. Many of these judges had personal relationships with Girardi, creating an obvious conflict of interest for the alternative dispute resolution company.

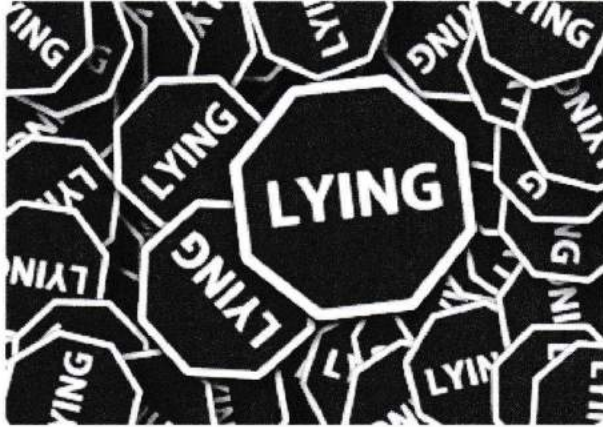
Over the years, there have been many other instances of JAMS judges being biased in favor of certain litigants and showing favoritism in their rulings [<https://www.taulersmith.com/tauler-smith-investigating-claims-against-jams/>]. In fact, several JAMS mediators and arbitrators benefited financially from their involvement in Girardi's fraud by charging as much as \$1,500 per hour for their work on his cases. Beyond that, JAMS reportedly made millions of dollars by providing mediators to oversee Girardi's settlements.

Contact the Los Angeles Arbitration Attorneys at Tauler Smith LLP

Tauler Smith LLP is a California law firm that helps individuals, small business owners, and others bring class action lawsuits against JAMS. If you were involved in an arbitration or mediation that was administered by JAMS, you may have a legal claim against the company for the way they handled your case. Call 310-590-3927 [<tel:3105903927>] or email us [<https://www.taulersmith.com/contact/>] today to discuss your options with one of our experienced Los Angeles arbitration attorneys.

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Corruption



JAMS is a private arbitration firm based out of Irvine, California. John Trotter helped to start the company, and today he remains one of the principals and a profit-

earning shareholder. Trotter and other JAMS private judges have been accused of corruption for allegedly helping attorneys commit fraud and steal millions of dollars from clients. The absence of government regulation of the private arbitration industry has made it possible for unethical lawyers to take advantage of their clients and for big companies to abuse the arbitration system [<https://www.taulersmith.com/tauler-smith-investigating-claims-against-jams/>].

For more information about the corruption allegations against the JAMS private judges, keep reading this blog.

No Government Regulation of JAMS Private Judges

JAMS typically uses retired judges to serve as arbitrators and mediators in legal disputes, including business conflicts, contract disputes, intellectual property claims, personal injury claims, and civil rights actions. The former judges who administer cases are known as "JAMS Neutrals," which is ironic because they are often anything but neutral.

A major problem with the JAMS private arbitration system is that the cases are decided behind closed doors [<https://www.taulersmith.com/tauler-smith-investigating-claims-against-wework/>] and with little or no scrutiny. For instance, private

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~~Government oversight of the private judging industry.~~

[<https://www.latimes.com/california/story/2022-08-09/chief-justice-calls-for-new-regulation-of-private-judging-in-light-of-girardi-scandal>]

so that litigants are protected.

JAMS Founder John Trotter Accused of Helping Disgraced Lawyer Swindle Clients

John K. Trotter was a retired California Appellate Justice with an unimpeachable record. Trotter began his legal career as a plaintiffs' attorney in Orange County, and then moved on to the L.A. County Superior Court bench and later to the California Appellate Court bench. He eventually helped to start JAMS. At one point, the National Law Journal called Trotter "the most influential attorney" for Alternative Dispute Resolution (ADR)

[<https://www.law.com/nationallawjournal/almID/1202487838029/>] in the entire United States. Now, there are numerous questions being asked about Trotter's role with JAMS, including whether he helped others use the private arbitration system to defraud participants.

John Trotter & Tom Girardi

John Trotter and JAMS have come under scrutiny in recent years for conflicts of interest in cases involving regular JAMS clients. In one extreme example, JAMS allegedly helped California attorney Tom Girardi steal millions from his clients

[<https://www.taulersmith.com/tom-girardi-used-jams-to-defraud-clients/>]. During his illustrious legal career, Girardi earned a reputation as a dogged defender of people who had been victimized by large corporations. In litigation involving aerospace company Lockheed Martin, he represented hundreds of workers who had contracted cancer and other illnesses on the job. After securing a massive settlement on behalf of his clients, Girardi enlisted multiple JAMS judges to fairly distribute the funds. The judges were tasked with determining exactly how much money each worker would get based on their specific injuries.

John Trotter served as the "special referee" who oversaw the distribution of settlement money to Girardi's clients in another major

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however, Girardi diverted the money to his personal accounts.

Moreover, while this fraud was happening, Trotter and JAMS did nothing to stop it.

In addition to having the final say on how funds were distributed in Girardi's lawsuit settlements, Trotter also oversaw a \$13-billion trust meant for the victims of Northern California wildfires. Any withdrawals from the settlement fund were supposed to reimburse the attorneys for legal costs related to the case, not for personal expenses. This is where it became apparent that Girardi's relationship with JAMS judge Trotter was problematic. While Trotter approved millions of dollars in withdrawals for Girardi, he approved just \$600,000 in withdrawals by another law firm that worked on the case. Moreover, this wasn't the only time that a JAMS private judge has been accused of showing favoritism to one party over another.

JAMS Judge Jack Tenner Allegedly Signed False Documents to Defraud Litigants

One of the JAMS judges in the Lockheed Martin case was Jack Tenner, a respected jurist who spent a decade serving on the Los Angeles County Superior Court bench. As an attorney, Tenner had fought against racial discrimination in the city. While serving as a mediator in the Lockheed litigation, Tenner allegedly helped Tom Girardi cheat clients by signing false documents on L.A. County Superior Court letterhead. Those documents directed Comerica Bank to release millions of dollars to Girardi. Later, when Girardi came under fire from clients who questioned what he was doing with their money, Tenner explicitly supported the attorney. In a letter to the plaintiffs, Tenner said that he had personally approved all settlements and legal fees.

JAMS Judge Edward Panelli Accused of Corruption

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that allegedly caused cancer in elderly women. When many of the plaintiffs started asking questions about why they had yet to receive their portion of the \$17 million settlement, Girardi said that he withheld the funds because of an order issued by Panelli. Girardi then refused to turn over financial records, as was required under California law.

Girardi's claim that Panelli was forcing him to withhold funds from the cancer survivors turned out to be a lie. In fact, Panelli had no legal authority over the case because no court had ever appointed him to oversee the settlement. Moreover, Panelli had only spent around 20 hours working on the case. (For which JAMS billed the law firm \$78,000, with another \$50,000 payment being made directly to Panelli. This amounted to a \$5,000 per hour pay rate.) To make matters worse, Panelli – even in his limited capacity – never instructed Girardi to hold back the money. A California magistrate judge later evaluated Panelli's actions and concluded that the JAMS judge was culpable in the fraud because he had "rubber-stamped" all of the unlawful payouts to Girardi.

In the Prempro case, Girardi even tried to use Panelli to stop a lawsuit filed by the plaintiffs. When the clients sued Girardi, he argued that the case should be transferred from federal court to a private arbitration with Panelli making the final ruling. Not only did Girardi fight back against subpoenas and court orders, but so too did JAMS. After Girardi's clients filed lawsuits to ensure transparency and so that they could finally get their settlement funds, JAMS spent months pushing back in court.

Other JAMS Judges, Arbitrators, and Mediators Allegedly Helped Tom Girardi Steal Settlement Funds

John Trotter, Jack Tenner, and Edward Panelli were not the only JAMS judges accused of [helping Tom Girardi scam his clients](https://www.latimes.com/california/story/2022-08-04/tom-girardi-erika-corruption-private-judges) [https://www.latimes.com/california/story/2022-08-04/tom-girardi-erika-corruption-private-judges]. One former judge allegedly signed a fake court order that allowed Girardi to secure \$3.5 million from a

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Contact the California Arbitration Lawyers at Tauler Smith LLP

Tauler Smith LLP is a law firm with experience handling legal disputes that require mediation and arbitration in California, Texas, and New York. Our experienced arbitration lawyers also represent small business owners in class action lawsuits against JAMS. If your case is being administered by JAMS, it is very important that you contact one of our attorneys immediately. [Call us \[tel:3105903927\]](tel:3105903927) or [send an email \[https://www.taulersmith.com/contact/\]](https://www.taulersmith.com/contact/).

How Tom Girardi Used JAMS to Defraud Clients

Tom Girardi has been accused of using JAMS to defraud clients. Girardi was a highly respected California attorney who spent decades representing



plaintiffs in class action lawsuits against corporations. JAMS, previously known as Judicial Arbitration and Mediation Services, is the largest private mediation and arbitration company in the world with more than 400 former judges and legal professionals serving as arbitrators and mediators in California, Texas, New York, and other states. JAMS has come under intense scrutiny from arbitration lawyers and others in the legal community as several of the company's judges were [accused of unethical conduct and corruption \[https://www.taulersmith.com/jams-private-judges-accused-of-corruption/\]](https://www.taulersmith.com/jams-private-judges-accused-of-corruption/).

To learn more about the fraud allegations against Tom Girardi and the JAMS private judges, keep reading this blog.

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was one of the lawyers responsible for the case that later inspired the acclaimed movie *Erin Brockovich*. As an attorney for residents of Hinkley who got cancer from local drinking water, Girardi helped to secure a \$333-million settlement.

Girardi's law firm eventually collapsed as more and more evidence came to light that he had swindled his clients out of millions of dollars [<https://www.latimes.com/california/story/2022-08-04/tom-girardi-erika-corruption-private-judges>]. In 2022, Girardi lost his license to practice law in California and his law firm filed for bankruptcy.

Tom Girardi Stole Money from Clients

When a corporation gets sued in a contract dispute, employment claim, consumer action, or some other type of legal dispute, they often rely on JAMS to make sure that the case is handled behind closed doors with an arbitrator or mediator instead of a judge. Additionally, it is not uncommon for retired judges with JAMS to be asked to administer large settlements in mass tort cases. In Girardi's cases, the JAMS judges failed to notice and/or take action when Girardi stole millions from the parties. This is just one of several instances of JAMS private judges with a huge conflict of interest [<https://www.taulersmith.com/tauler-smith-investigating-claims-against-jams/>] in the cases they oversee.

A forensic accountant who examined law firm finances determined that Girardi was using his clients' settlements "like a slush fund." An audit of Girardi's financial accounts reportedly showed that he had stolen money from his clients and given it to companies and individuals who had no connection to any of his cases. Even when Girardi claimed that the money was spent on "expert witnesses," the withdrawals were suspicious. For example, one withdrawal of \$450,000 for an expert witness in a case against Lockheed Martin was "confidentially" approved by a JAMS judge.

Erika Jayne

TAULER SMITH

LLP

For example, bankruptcy court records indicated that Girardi gave \$750,000 to M.M. Jewelers for the purchase of a pair of diamond earrings for his reality TV star wife. He did this shortly after gaining access to the settlement funds, and he reportedly classified the purchase as a case expense. A federal bankruptcy judge, Barry Russell, later said that Girardi's use of client money to buy expensive jewelry "clearly was a crime" along the lines of theft or embezzlement.

At other times, Girardi took from his clients' settlement funds to pay himself. Records showed that he would often write several million-dollar checks to his firm in the same week. In one case, Girardi withdrew more than \$15 million. Girardi claimed that this money was for his "costs" of representing the plaintiffs, but the amounts and pattern of the withdrawals from the settlement suggested that it was fraud.

JAMS Private Judges Accused of Helping Tom Girardi Cheat Clients

Tom Girardi was able to get away with his deceit because he used private judges affiliated with JAMS. The JAMS private judges have wide latitude and wield substantial power in legal disputes precisely because there is basically zero government oversight of the private arbitration industry. California Supreme Court Chief Justice Tani Cantil-Sakauye reacted to the revelations about Girardi's conduct by calling it "shocking." Cantil-Sakauye commented further on JAMS by observing that there are currently not enough safeguards [<https://www.latimes.com/california/story/2022-08-09/chief-justice-calls-for-new-regulation-of-private-judging-in-light-of-girardi-scandal>] to ensure that private judges remain fair and impartial. For instance, the retired judges are not subject to supervision by the Commission on Judicial Performance (CJP), an independent California agency tasked with investigating complaints of judicial misconduct.

Many of the JAMS private judges had impeccable reputations prior to joining the arbitration company, which allowed Tom Girardi to establish credibility even as he misappropriated money from his



Los Angeles Times investigation of Girardi's fraud, the JAMS arbitrators "occupy a secretive corner of the legal world." The private arbitration industry is almost entirely unregulated, which exposes parties to significant risks.

JAMS Profited from Tom Girardi's Lawsuits

Private arbitration is a lucrative industry, and there can be plenty of financial incentives for the JAMS judges, arbitrators, and mediators to rule a certain way. In the aftermath of the revelations about the massive scale of Tom Girardi's fraud and theft, many questions have been raised about whether the legal system has enough safeguards to protect litigants against predatory attorneys and unethical arbitrators when the JAMS Alternative Dispute Resolution (ADR) service is used. That's because there can be a conflict of interest for JAMS arbitrators and mediators. This was especially true in Girardi's cases, which involved Girardi paying the JAMS private judges up to \$1,500 an hour.

In one of Girardi's biggest lawsuits, he represented patients who claimed that a large drug company's diabetes medication, Rezulin, had caused serious health problems, including liver failure. That case resulted in a \$66 million settlement on behalf of the plaintiffs, many of whom desperately needed the money to cover their medical expenses. Girardi convinced the victims to allow a JAMS mediator to oversee the settlement and to supposedly ensure that the funds were distributed in the right amounts and to the right individuals. For this service, JAMS received a \$500,000 cut of the proceeds.

What Did JAMS Judges Do to Earn Their Fees?

JAMS also received a \$500,000 fee for handling the Lockheed Martin settlement that Girardi secured, an enormous figure that was kept secret from clients. When a bankruptcy court requested a full accounting of exactly what John Trotter and the other JAMS judges had done to earn that fee, the arbitration company refused to provide invoices.

Girardi eventually filed for bankruptcy, which has made it even more difficult for those he had deceived and stolen from to get the money



Conflicts of Interest when JAMS Oversees Legal Disputes

In addition to the obvious conflict of interest that exists anytime a company pays a JAMS judge [<https://www.taulersmith.com/tauler-smith-investigating-claims-against-wework/>] to arbitrate a dispute or oversee a settlement, there were other less obvious conflicts with Tom Girardi. For instance, Girardi reportedly arranged for several JAMS judges to go on a Mediterranean cruise after they ruled in his cases. Although Edward Panelli later claimed that his attendance at the event did not affect his “impartiality as a jurist or neutral,” his actions as a JAMS private judge suggested otherwise.

Carousel Lawsuit

In one high-profile case, Girardi represented 1,500 residents of Carousel, a housing development located just outside Los Angeles. The clients were suing an oil company and a real estate developer allegedly responsible for polluted soil that caused widespread cancer and other health issues. After reaching a settlement with the defendants, Girardi specifically requested that JAMS and John Trotter serve as special master to determine how the funds should be divided among the plaintiffs.

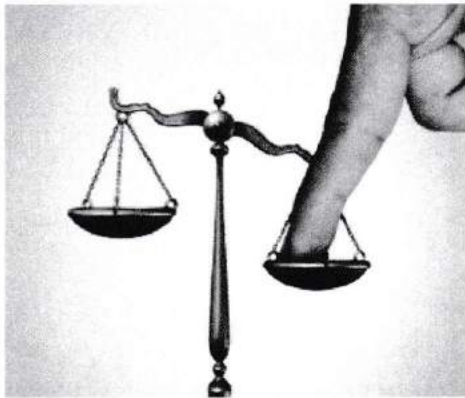
After more than two years, many of the clients still had not been paid. When one of the clients requested information about Girardi’s accounting practices, Girardi once again placed the blame on Trotter and JAMS. When that same client sued Girardi, the attorney insisted that the lawsuit be moved from a courtroom into private arbitration. As usual, Girardi wanted the arbitration handled by JAMS. The perception was likely that a JAMS private judge would show favoritism and rule in Girardi’s favor.

Contact the California Arbitration Lawyers at Tauler Smith LLP

Are you one of the parties in an arbitration being administered by JAMS? Is your case being overseen by a JAMS private judge? The California and Texas arbitration lawyers at Tauler Smith LLP can help you. Our legal team represents small business owners and individuals in arbitration, mediation, and other types of alternative

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Tauler Smith Investigating Claims Against JAMS



The California business fraud lawyers at Tauler Smith LLP are investigating claims against JAMS after concerns were raised about the arbitration company's relationship with WeWork

[\[https://www.taulersmith.com/tauler-smith-investigating-claims-against-wework/\]](https://www.taulersmith.com/tauler-smith-investigating-claims-against-wework/). In WeWork arbitrations administered by JAMS, prior case results were known only by JAMS and WeWork. These case results were never shared with WeWork's opponents, who are mostly small businesses. Neither WeWork nor JAMS would seem to have an interest in sharing information

[\[https://www.taulersmith.com/tom-girardi-used-jams-to-defraud-clients/\]](https://www.taulersmith.com/tom-girardi-used-jams-to-defraud-clients/) with WeWork's opponents because doing so could lead to less fees for JAMS. It is wrong for JAMS to operate so obliquely. As an administrator of justice, they need to be held to a higher standard.

To learn more about the claims against JAMS, keep reading this blog.

WeWork Uses JAMS Arbitration Services

JAMS is the world's largest private provider of Alternative Dispute Resolution (ADR) services. As the name suggests, Alternative Dispute Resolution is an alternative to traditional litigation that allows parties to resolve their legal dispute without needing to go to court for a trial. Sometimes, a contract will *require* two parties to use ADR services, which is what happens in the standard WeWork contract: the small business owners who sign a lease with WeWork have no

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[<https://www.taulersmith.com/intellectual-property/>], personal injury, product liability, and real estate. One of JAMS' biggest clients appears to be WeWork, which uses JAMS to administer arbitrations anytime a dispute arises with one of WeWork's tenants. When a small business owner signs a lease agreement with WeWork, it typically includes a pre-dispute contract that requires the parties to use arbitration if a dispute arises. The effect of these forced arbitration clauses in WeWork contracts is to have the parties waive their right to a jury trial. A WeWork contract typically stipulates that the arbitration will be administered by JAMS, and the decisions rendered by JAMS arbitrators are final and legally binding on the parties.

JAMS Won't Disclose Data About Arbitrations Involving WeWork

Does JAMS have a conflict of interest in WeWork arbitrations? JAMS touts its ability to resolve legal and business disputes with "impartial" dispute resolution services administered by "neutral" arbitrators and mediators. The former legal professionals who administer JAMS arbitrations are known as "JAMS Neutrals." As their title indicates, these individuals are supposed to provide fair, *unbiased* decisions. But there are questions about JAMS' relationship with its biggest client – WeWork – and this has raised concerns about the fairness and impartiality [<https://www.taulersmith.com/jams-private-judges-accused-of-corruption/>] of the JAMS arbitrators in these cases.

Significantly, JAMS refuses to disclose information that might show they are colluding with WeWork in arbitration. Law firm Tauler Smith LLP [<https://www.taulersmith.com/>] recently requested disclosures from JAMS about WeWork and WeWork affiliates. JAMS responded by refusing to provide the requested information because it supposedly "goes beyond legal and ethical disclosure requirements for arbitrators and would violate JAMS confidentiality obligations to other litigants."

Thus far, JAMS has only provided data about the number of arbitrations with respect to *one* WeWork company: the one with a



mediation. To such, JAMS failed to address the problem identified by the business fraud lawyers at Tauler Smith LLP: that WeWork could have an unfair advantage in any JAMS-administered dispute. If JAMS administers 1,000 cases in which WeWork is one of the parties, and WeWork has won all 1,000 of these cases, why wouldn't JAMS tell the parties about this?

Why Is JAMS Sharing Relevant Case Information Only with WeWork?

JAMS has refused to share relevant case information with WeWork's opponents in arbitration due to what JAMS claims is a confidentiality requirement. But JAMS is allowing this information to be shared with WeWork affiliates. This has created an information imbalance that severely disadvantages the small business owners being sued by WeWork. While JAMS declines to provide specific case information to the other parties in these claims, the fact is that WeWork already has access to this information and can share with its affiliates that are involved in other disputes administered by JAMS. This means that only one side of the dispute – and not the other side – can share information with itself, know the outcomes of other cases, and share information with its affiliates. This results in an unfair advantage for WeWork in any arbitration overseen by JAMS.

If WeWork and its affiliates (i.e., WeWork shell entities) account for a significant number of JAMS cases administered in the New York market, it could be evidence of many incentives that are created by JAMS' administration of WeWork disputes. For example, JAMS would have an incentive to litigate all WeWork cases separately so that only WeWork (and JAMS) has relevant information about outcomes. If WeWork knows that arbitrators are ruling in WeWork's favor 100% of the time and awarding attorney's fees every single time based on an identical contract, WeWork's legal counsel could overbill, constantly brief unnecessary issues, file pre-trial briefs, and file post-trial briefs knowing that these requests will be granted. Further, the small business owner respondents in these cases will not have access to this information because they are not allowed to see it.



violating federal antitrust laws [<https://www.ftc.gov/advice-guidance/competition-guidance/guide-antitrust-laws/antitrust-laws>] like the Sherman Act because WeWork appears to be getting preferential treatment from JAMS. The fact is that WeWork and its affiliates are repeat customers of JAMS, not the small businesses that are typically on the other side of a dispute with WeWork.

The actions taken by JAMS with respect to its relationship with WeWork do not appear to be a fair or reasonable way to administer justice. Any system of justice should treat litigants equally. In the complaint being prepared against JAMS, the California business fraud attorneys at Tauler Smith LLP allege that their clients' due process rights have been violated because it would be manifestly unjust to collect arbitration fees from thousands of small businesses and force them to go to a hearing to defend themselves when the end result is already known to the other party in advance.

Contact the California Business Fraud Lawyers at Tauler Smith LLP

If you are a small business owner who has been forced to go into an arbitration administered by JAMS, you should speak with an experienced California business fraud lawyer immediately. The Tauler Smith LLP legal team includes attorneys who have extensive experience with professional negotiation, mediation, and alternative dispute resolution. Call [<tel:3105903927>] or email us [<https://www.taulersmith.com/contact/>] to schedule a free consultation about your case.

Tauler Smith Investigating Claims Against WeWork

Law firm Tauler Smith LLP [<https://www.taulersmith.com/>] is investigating claims against WeWork and JAMS over misconduct in hundreds of arbitrations [<https://www.taulersmith.com/tauler-smith-investigating-claims-against-jams/>] initiated by WeWork against small businesses. The unprecedented number of arbitrations (enforcing

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stemming from
COVID-19)
generates massive
revenue and
incentives for JAMS,



ARBITRATION
AGREEMENT

creating a conflict of interest [<https://www.taulersmith.com/tom-girardi-used-jams-to-defraud-clients/>] that is not disclosed to small businesses being pursued by WeWork through JAMS. Neither JAMS nor WeWork discloses to any of these small businesses the nature of the parties' pecuniary relationship, such as the amount WeWork pays to JAMS every year. Beyond that, neither JAMS nor WeWork discloses prior case outcomes to the small businesses pursued by WeWork, even though WeWork uses identical contracts and identical legal theories in these cases.

Only WeWork and JAMS know case outcomes, but small business opponents defending claims brought by WeWork do not. This places WeWork at a massive advantage since only they have access to certain information, including how JAMS has interpreted the identical contract on multiple occasions. The result is a process that is unfair to small business defendants. It is a process that benefits only WeWork and JAMS by perpetuating WeWork's ability to pursue its members and by giving JAMS the continued ability to collect fees from hundreds of disputes.

To learn more about the possible legal claims against WeWork and JAMS, keep reading this blog.

WeWork Sued Small Business Owners for Rent During COVID Pandemic

WeWork is a company that provides coworking spaces to businesses. WeWork uses an identical "Membership Agreement," but not as a lease of space; rather, it is for the provision of services. This allows WeWork to argue that legal protections ordinarily afforded to tenants do not apply to WeWork members. WeWork then argues that landlord-tenant law is applicable



[<https://www.sec.gov/>]. WeWork's accounting procedures have come under public scrutiny over the last several years. The COVID-19 pandemic and the arbitrations WeWork initiated with JAMS potentially provide a means for WeWork to double-book revenue if they apply deceptive accounting methods.

Tauler Smith LLP is also investigating whether WeWork uses private arbitration to protect itself from revealing misconduct that is of concern to the public. Since WeWork structures all of its contracts to be private, only WeWork and JAMS know how and why JAMS has been ruling favorably for WeWork. Moreover, since the cases go through arbitration instead of going through the courts, the small businesses do not know the prior results. This puts the small businesses at an even greater disadvantage in the proceedings. Arbitration is often used for business conflicts that involve contract disputes. WeWork requires anyone who signs a lease with the company to agree in advance to use arbitration for any legal disputes. Even being a part of an arbitration can cost a small businesses significant money. WeWork arbitrations are administered by JAMS, an arbitration company that also provides mediation and Alternative Dispute Resolution (ADR) services.

Tauler Smith LLP Investigates Relationship Between WeWork and Arbitration Company JAMS

Tauler Smith LLP is now investigating a possible legal claim against JAMS stemming from the arbitration company's lucrative and ongoing relationship with WeWork. It has been reported that WeWork may be the largest tenant/landlord in all of New York City, and it is believed that WeWork has pursued hundreds (if not thousands) of claims against its members using only one arbitration company: JAMS. This would mean that JAMS has received millions of dollars from WeWork. JAMS is therefore incentivized to side with WeWork in every case, creating a conflict of interest that is not disclosed. Based on our preliminary investigation, no WeWork member has ever won a JAMS-arbitrated dispute against WeWork.

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as the work it gives to JAMS. Tauler Smith LLP has obtained a list of 36 company names and/or addresses for WeWork affiliates that have been involved in arbitrations administered by JAMS:

- 18691 Jamboree Rd., Irvine, CA 92612
- 1601 Vine St., Los Angeles, CA 90028
- 8305 Sunset Blvd., Los Angeles, CA 90069
- 8687 Melrose Ave., Los Angeles, CA 90069
- 4041 MacArthur Blvd., Newport Beach, CA 92660
- 600 B St., San Diego, CA 92101
- 71 Stevenson St., San Francisco, CA 94105
- 535 Mission St. 14th Floor, San Francisco, CA 94105
- 3001 Bishop Dr., San Ramon, CA 94583
- 255 Giralda Ave. Floor 5, Coral Gables, FL 33134
- 78 SW 7th St., Miami, FL 33130
- 765 W. Peachtree St. NW #4, Atlanta, GA 30308
- 31 St. James Ave. 6th Floor, Boston, MA 02116
- 200 Portland St., Boston, MA 02114
- 625 Massachusetts Ave., Cambridge, MA 02139
- 1330 Lagoon Ave., Minneapolis, MN 55408
- 10845 Griffith Peak Dr. #2, Las Vegas, NV 89135
- 12 E. 49th St., New York, NY 10017
- 115 Broadway, New York, NY 10006
- 185 Madison Ave., New York, NY 10016
- 199 Water St., New York, NY 10038
- 222 Broadway 19th Floor, New York, NY 10038
- 300 Park Ave. 12th Floor, New York, NY 10022
- 401 Park Ave. S. 10th Floor, New York, NY 10016
- 500 7th Ave., New York, NY 10018
- 524 Broadway, New York, NY 10012
- 880 3rd Ave., New York, NY 10022
- 1115 Broadway, New York, NY 10010



-
- WeWork
 - WeWork Companies, Inc.
 - WeWork Companies LLC
 - WeWork Management LLC

How Much Money Does JAMS Make from Its Relationship with WeWork?

JAMS has thus far dismissed any concerns about impartiality or failure to disclose [<https://www.taulersmith.com/jams-private-judges-accused-of-corruption/>] in WeWork cases without providing the data requested. A representative for JAMS stated that the company “administers approximately 15,000 cases per year” and “no single party or law firm significantly impacts JAMS’ total revenue.” The millions of dollars flowing to JAMS from WeWork provides a natural incentive for JAMS to continue ruling favorably for WeWork – which is easy because it is the same “Membership Agreement” being interpreted in each arbitration. Moreover, since JAMS and WeWork refuse to share with small business defendants any relevant information about past rulings, the small businesses remain unaware of the full nature of the WeWork-JAMS relationship. The small businesses will then fight the arbitration and pay JAMS even more fees, only to inevitably lose in front of a JAMS-provided arbitrator. There is no reason for JAMS to be fair because it is not in their financial interests.

JAMS would appear to have an incentive to rule in WeWork’s favor not just because of the many disputes they are currently arbitrating, but also because of all the future business that WeWork will continue to send their way. In other words, JAMS may want to keep WeWork happy because JAMS collects fees on every arbitration, and WeWork sends them a lot of business that generates fees.

Contact the California Business Fraud Lawyers at Tauler Smith LLP

Are you a small business owner who is being pursued by WeWork through JAMS? If so, you may have a possible legal claim against both

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<https://www.taulersmith.com/contact>

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**PETITIONER'S
APPENDIX A6**



Elizabeth



+1 (904) 294-3882

To call them personally

Your attorney?

Gloria Allred (the celebrity attorney)
DONT TELL A SOUL

What the hell how did you get here, lol I even know who that is

Called her office

I just need inuk and Chasity

I'm sure you will

I honestly hope so

Jun 3, 2015, 4:04 PM

of the following:

You were engaged in a legally protected activity -- such as filing a complaint with the Equal Employment Opportunity Commission or formally complainin



Attachments

A6 -1





Elizabeth 

+1 (904) 294-3882

No one is willing to be a witness now and Gloria Allred won't take my case if not. If the tables were turned I would have you girls back in a heartbeat. No questions asked. This entire thing just sucks & all leads back to being scared of Alki. Like we make 2,000 a month, it's a joke. I already had a final interview today lol

All I need is Chasity and MK

MK to say he touched her boobs (which she told me she would say)

Chasity (to say she was a witness to the headstand thing)

And just call her office. That's it & both of them are scared of losing their jobs

I can't stop crying

Alki is suing me first

Elizabeth





~~Elizabeth~~



+1 (904) 294-3882

Elizabeth

Jun 2, 2015, 3:19 PM

Have you ever been a witness to alki doing anything? Or you?



No nothing like what you said he did to you



I don't know about anyone else tho

But the banana thing what was that?

Ohh lol that was way back when he asked if I wanted a banana but tbn that's when I was new so I don't know if it was sexual or not

Ok non important lol

Haha yea I wish I had something to help

At least you have mk

They told me I need mk, Carl, and Chasity possibly inuk

To call them personally



Message

3





chasitycjones@yahoo.com

They called me yesterday

I'm going to call the lawyer back.
That's what Alki get!!!!

Lol

Yea I knew something was up when
MK stopped showing up

I think I'm going to sue him too bc
he deserves it by the way he treat
people and things he do to people

I'm going to call Elizabeth today this
afternoon

Yea if he posted that, it looks like
he's may be worried

Yes

It's not just Elizabeth but MK and
now you lol

Yes

He is a loser!!!!



Message





Chasity



1 (323) 613-4566

May 26, 2016, 5:30 PM

I hate FilmOn!!

I'm quitting for sure! They only paid me a part of my commission and Alki agreed to pay me and Peter don't want to pay. Alki said he was going to make sure I get paid but this is not right I have to fight for my money.

I can't believe that...that company is ridiculous...isn't it funny how everyone has trouble getting paid their commissions but that never was a problem for Jill in the UK...makes you wonder

Why

Right!!

Alki should have paid you in full once the deal closed, that's what he did for Nuzzy

She paid herself



Message





Chasity



1 (323) 613-4566

Jul 13, 2016, 9:49 AM

Can you please give me Chasity's number? I need to make her aware of something. Thank you. Hope you're doing well. From Elizabeth!!! 🙄🙄🙄

No

I don't want to talk to her.

There is nothing in this world that she can do to me...

I don't ever want to talk to her and please tell her that! There is nothing!!!!!! In this world that she calculus ever do to me and tell her that too!!! And I will file a restraining order against her today if she don't leave me alone. Matter of fact I think I am bc she is crazy and should move on... She is a prostitute and I don't have time with her shit! My mom have stage 4 cancer and one of my fiend just lost her husband and two kids over the weekend in a car accident. I don't give a fuck!! What Elizabeth is



1 message

6





Chasity



1 (323) 613-4566

There is nothing in this world that she can do to me...

I don't ever want to talk to her and please tell her that! There is nothing!!!!!! In this world that she calculus ever do to me and tell her that too!!! And I will file a restraining order against her today if she don't leave me alone. Matter of fact I think I am bc she is crazy and should move on... She is a prostitute and I don't have time with her shit! My mom have stage 4 cancer and one of my fiend just lost her husband and two kids over the weekend in a car accident. I don't give a fuck!! What Elizabeth is saying and if she call me I will curse her out and beat her ass with bullshit! In not in the mood! At all

Tell her I said I don't give a fuck about her or her fucking case!

Yea I wasn't gonna give her your number, just thought you should know. You know how she can be so sneaky, i don't even know if lma respond and if I do, I'm gonna say I



iMessage

7





Chasity



1 (323) 613-4566

Wed, Nov 16, 11:59 AM

What happened with you case? Did you win?

Wed, Nov 16, 3:19 PM

Well the only thing I'm allowed to say is that it's been resolved / I can get into a mess if I say anything more



Oh ok

Yea lol...were you able to find out about your pay

Wed, Nov 16, 5:51 PM

Do you mind if I can have your attorneys number?

Thu, Nov 17, 12:41 PM

Hey girl, so my attorney is a criminal law attorney so I'm not sure if he would be the right one. Is it for work or for something else. I asked him and he said he could recommend someone else for you if it's not criminal. He just really took my case



Message 8





Chasity



1 (323) 613-4566

Wed, Nov 16, 5:51 PM

Do you mind if I can have your attorneys number?

Thu, Nov 17, 12:41 PM

Hey girl, so my attorney is a criminal law attorney so I'm not sure if he would be the right one. Is it for work or for something else. I asked him and he said he could recommend someone else for you if it's not criminal. He just really took my case because it was through a family friend

Ok. I'm going to sue Alki...for harassment. I'm going to go home and find another attorney today and go over all my notes I kept

That whok company is dirty

They are trying to go public and that not fair how he does me and people

I'm going to call and retract my statement from Barry Rotyman too



Message

9





Chasity



1 (323) 613-4566

Did people witness it

What? My lawsuit?!

Or just in general

Kevin was there

General lawsuits

That's sick

I really can't believe that

As long as there are witnesses it helps your case

How he thinks it's all a joke and can get away with it just cuz he has money

Right

Damn I'm sorry you have to go through that again

I know right

Did he touch you or was it just verbal inappropriate



Message





1 (323) 613-4566

Did you retract your statement that you signed for Barry Rotyman?

I need to retract that statement

What should I do?

Hey Mary, do you mind if I ask you what amount you settled for?

I'm here baby

Sorry that was for khlo'e lol

Fri, Nov 18, 6:29 PM

Hey I really wish I could talk about my case but I'm really not allowed to say anything at all, I could get into some serious mess legally if I were to talk about anything at all about the case...that's why I was saying if I'm subpoenaed, then I'll be legally able to speak I believe

Ok

Do you think your attorney will be ok if my attorney speaks to him and



Message





Chasity



1 (323) 613-4566

Ok

Do you think your attorney will be ok if my attorney speaks to him and that way you can't talk about it and he will only speak about what is legal and will not get you in any trouble

I don't think it will get that far...it will just be a settlement

He should be able to look it up himself, once a lawsuit is filed, any attorney can look it up. Have you talked with this attorney yet?

Yes today. I'll tell him to look it up

He said he is submitting everything on Monday

That's awesome, so he took your case

That's huge

Yes he did and he said he will get a settlement bc it's so many pending



Message

12





Chasity



1 (323) 613-4566

Mon, Nov 28, 7:28 AM

Good morning Girly, how was holiday? Are you ready for Christmas?

I meet with my attorney last week and he filed paperwork for my case last week. I told him that you couldn't talk to him about your case but he wanted to see if he could just talk to him in general... not about your case at all. Can you please talk to him this week about me? It will be fast and he is just trying to get my case together. If there is any problems which he said it will not hurt you in any way or anything you signed...it's just to help me. He said he don't think we will be going to trial or nothing just a settlement. Thank you

Mon, Nov 28, 11:43 AM

Hi Chasity, I'm so happy you were able to file a case. As much as I want to help you, I'm not allowed to speak on anything regarding filmon or Alki. Even things in general about how it was working there. That's



message

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Chasity



1 (323) 613-4566

your case at all. Can you please talk to him this week about me? It will be fast and he is just trying to get my case together. If there is any problems which he said it will not hurt you in any way or anything you signed...it's just to help me. He said he don't think we will be going to trial or nothing just a settlement. Thank you



Mon, Nov 28, 11:43 AM

Hi Chasity, I'm so happy you were able to file a case. As much as I want to help you, I'm not allowed to speak on anything regarding Timon or Aiki. Even things in general about how it was working there. That's part of what I agreed to when everything was resolved. Trust me, I would do everything I could to help you, but if you do settle, you'll understand why I can't speak on anything at all because I think you'll have to sign something saying you won't speak about anything at all if you settle

Ok. Thank you



Message





Chasity



1 (323) 613-4566

Wed, Jan 11, 1:22 PM

Hey girl, so I kind of have bad news... for some reason Alki's attorney thinks I have talked to you about my case, which I haven't, and they contacted my lawyer now and it's a big mess. my attorney has told me to lay low right now, so I promise we will hang out, just until my attorney says I'm okay



Oh wow

He prob got scared bc I'm suing him and my lawyer is not being quiet about it. I'm so 😡 mad. I was looking forward to seeing you. He knows he is wrong

Do you know what they think we are talking about? That's crazy!! I can't believe him

Yea I know, I told my attorney that I haven't told you anything because I'm not allowed to, idk what they are trying to do. I told my attorney we had dinner plans and he told me just for now to stay low, I'm really



1 (323) 613-4566





1 (323) 613-4566

Yea I know I told my attorney that I haven't told you anything because I'm not allowed to, idk what they are trying to do. I told my attorney we had dinner plans and he told me just for now to stay low, I'm really sorry cuz I wanted to see you!

I told him even if we were just hanging out? And he said yea cuz if they ask or find out, they can use that against me and say why would we be hanging out and I not tell you anything about my case, so I just have to be careful, it sucks cuz I thought I was past all this and I know you're going through a lot and I wanted to be there for you

Yes it sucks.

I don't understand why you can talk to me if it's something outside of your case. It doesn't make no sense.

I know...it's cuz if they even ask if we were hanging out, they can say that...



inVstage

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Chasity



1 (323) 613-4566

I know... it's cuz if they even ask if we were hanging out, they can say that...

In you agreement I'm sure it did not state that you can't talk to me or other things outside of your case.

But your agreement don't say not to talk to me

Technically I can be sued if I told anyone about my case...and if Barry thinks I did say something, he can use me hanging out with you to help build his case

Exactly, I know...

But since you have a lawsuit against him, it looks like we are conspiring

My attorney said not forever, just for the time being...

The problem with this is that we are going to go to court I think like trial so that would be bad for him bc what if we have to subpoena everyone. He is wrong to try to stop



Message





1 (323) 613-4566

The crazy thing is my attorney pulled your case and read your whole case and he talked to your attorney a few times so I'm not sure why he would say that. I know he wants to be safe so maybe that's it. I'm not sure

Yea my attorney told me but the thing is, they are trying to say how would you have even known about my case if I didn't tell you, but every single person there knew! Like come on, everyone knows how he is and how he had multiple cases

My attorney talked to your attorney before so he was aware and that was last year and then all of a sudden.

I knew about your case from Carl Dawson and many people at Filmon knows not you.



And it makes me so mad too cuz I heard through the grapevine that Alki was making fun of my lawsuit with him, so actually he's the one talking about my lawsuit!



iMessage

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chastity



1 (323) 613-4566

And it makes me so mad too cuz I heard through the grapevine that Alki was making fun of my lawsuit with him, so actually he's the one talking about my lawsuit!!

And he's not allowed to just like I'm not

It makes me so mad

Yes he was making fun in front of me and Kevin

Are you serious?

What did he say?

I want to see if it's the same thing I heard

I was told that you settled and that you settled for 500k

Alki said that?

No everyone at FilmOn said it

Wth





Chasity



I was told that you settled and that you settled for 500k

Alki said that?

No everyone at FilmOn said it

With

Alki told carl I think or somebody bc I knew you settled a long time ago

Alki was making fun of getting sued. I'm not sure what you settled for but I know it was over 100,000.

What did you hear?

If I tell my attorney this, will you say that you told me?

That you heard Alki making fun of my case and saying that we settled?

If you don't want to, it's okay. It just isn't fair that I'm over here not saying anything and he's over there making fun of my case and saying we settled



Message

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Chasity



1 (323) 613-4566

Yea cuz when I said it I said it was another female with me, this was before I even filed

Yes I heard you had proof

lol from who?

Filmon

My attorney read your case. He is going to get Alki for sure. Another thing Carl knows what happened bc he was very detailed about you and Alki

Alki told him

But what Alki said isn't true, unless he admitted to what he did

What did he tell him

Please ask your attorney if you can talk to me and write a statement of what happened to me from Alki and please let her know I will write a statement of what he said in front of me





Chasity



+1 (310) 804-9536

iMessage
Oct 13, 2015, 8:49 PM

I called that attorney Larry ring and he wants me to come in and sue Alki. He said he might just settle and give me money after he send a letter stating I'm suing him. I'm just not sure if I want to sue or not. What do you think? I prob get money but if I come back I can't sue or Wil be scared lol



Damn yea idk

That's what I was gonna say about coming back...

You should ask Elizabeth what happened with hers when you talk to her

Before you tell her you aren't testifying for her 😊

She never called me back.

What's in Dubai?

Idk, Mk probably made that up cuz she turned out to always be lying



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Message





Chasity



+1 (310) 804-9536

Nov 10, 2015, 5:00 PM

I think Alki is weird. I think he acts weird when I'm around. It's uncomfortable. I feel like he doesn't like me or feel strange when he is around. I was going to talk to him about fergie but don't feel comfortable

Oh, in the morning can you take me to get a cake down the street? Jeff will have my car

Nov 11, 2015, 8:20 AM

Hey yea we can go

Is Benjamin coming today?

Nov 12, 2015, 2:34 PM

Good thing I wasn't single and went out with this guy...we have nothing in common 😊

Lol are you at lunch with him now
😊😊

No we are at the studio lol



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Send Message





Chasity



+1 (310) 804-9536

Nov 23, 2015, 8:27 AM

I'm not coming to work. I'm so unhappy. I have to call Carl and make something up bc my life with jeff is horrible.



Omg I'm so sorry... I'm at my doctors appt but I will call you after

I hope you're okay...

No I'm not. I hate this life with him and I have to get out of it

Everyday we argue and I feel so stupid

Are you home or are you with him now

I'm here at this apartment but I'm about to drive home.

I don't want to marry him. I don't want kids. I don't want a man. I'm so stupid to even try anymore with him

Nov 23, 2015, 9:50 AM



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Chasity



+1 (310) 804-9536

Yes, I'm not sure. Elizabeth prob said we all seen it or something. Who know

Yea she probably did, I never did tho

Me either

How is she gonna go to court with no proof? She kind of set herself up to look dumb

Poor girl

I never seen him touch her but she always had something to say about everyone lol

Omg she did! Lol

She liked to gossip

Yep

Even about fake stuff

Lol yes



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Cnacity



+1 (310) 804-9536

Did they ask you if Elizabeth ask you to file too or to help her case?

Yea but I said no because she didn't



She knew I never saw anything



Ok. They ask me too

I think cuz maybe she can get in trouble

Like they will use it against her

But she asked MK for help and MK jumped on

Right Alki told me that today.

And is getting money

She ask me for help for sure

What that they are using that against her?

Yes

He told me he was filing criminal



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Chasity



She ask me for help for sure

What that they are using that against her?

Yes

He told me he was filing criminal charges against her

Damnn poor Elizabeth

MK too?

No

You know what's crazy... I still have a text from Elizabeth sayind all she needs is MK and you to talk

She ask me to help her case and begged me to help her and kept calling me over and over via text but I'm not sure if she told me to file against him or not bc I wasn't paying attention to her



Lol





Chasity

+1 (310) 804-9536

Mar 7, 2016, 8:35 AM

I'm not coming to work.

Are you okay?

I I'm quoting my job

Whattttt

I hope you're okay

I'm really depressed. I'm going to try to come to work

I'm really sorry! Is everything okay with your mom?

She has been sick

I know it's hard...

Is she taking the oil yet?

Yes she started yesterday

That's good, that will really help her appetite



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Chasity



+1 (310) 804-9536

Mar 8, 2016, 12:59 PM

I left. I don't care if I get fired . I'm going home

I'll call you later

Ok I'm coming back. I'm not going to let him make me mad

Ok are you okay?

Yes I'm ok

I just need to learn how to ignore him

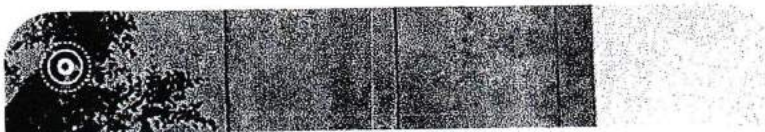
Mar 9, 2016, 9:09 AM

I have to drop off khlo'e laptop. She forgot it. I'll be in right after if anyone ask

If not lol I'll see you soon

Ok I will let him know

Mar 12, 2016, 10:07 AM



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PETITIONER'S APPENDIX A7



GOVERNMENT OF ANTIGUA AND BARBUDA
Office of the Prime Minister

*Queen Elizabeth Highway
St. John's
Antigua and Barbuda*

*Tel. (268) 460-5100
Fax. (268) 462-3225
pmsecretariat@ab.gov.ag*

June 09, 2023

The Honorable Antony J. Blinken
Secretary of State
United States Department of State
2201 C St NW
Washington, DC 20520
United States

Dear Secretary Blinken:

I hope this letter finds you well. I am writing to formally assert diplomatic immunity for several properties owned by the Government of Antigua and Barbuda in the United States and abroad. These properties serve as diplomatic missions, representing the interests of Antigua and Barbuda and facilitating the diplomatic relations between the nations.

The following properties, along with their expanded descriptions and valuations, are recognized as diplomatic missions of Antigua and Barbuda:

1. Property at 4 Wilton Pl., London, SW1X8RH

This property is reserved as an Embassy or high commission extension. It serves as an official representation of the Antigua and Barbuda Government in the United Kingdom, fostering diplomatic relations and promoting cultural and economic ties.

2. Property at 8D Ennismore Gardens, London SW7

This property is reserved as an Embassy or high commission extension. It serves as a diplomatic mission for Antigua and Barbuda, providing a platform for official interactions and promoting bilateral cooperation with the United Kingdom.

3. House of David Palio-Limani, Spetses Island, Greece

This property is reserved as an Embassy or high commission extension. It serves as a diplomatic mission, representing Antigua and Barbuda in Greece and facilitating diplomatic engagements and cultural exchanges between the two nations.

4. Property at 37 Wispillen Strasse, Gstaad, Switzerland

This property is reserved as an Embassy or high commission extension. It serves as an official representation of the Antigua and Barbuda Government in Switzerland, promoting diplomatic relations and supporting the interests of our nation and its citizens.

5. Property at 23768 Malibu Rd., Malibu, CA 90265

This property is reserved as an Embassy or high commission extension. It serves as a diplomatic mission for Antigua and Barbuda Government in the United States, facilitating official engagements, promoting bilateral cooperation, and serving the needs of our citizens residing in or visiting the United States.

6. Property at 42045 Lupin Way, Lancaster, CA 93536

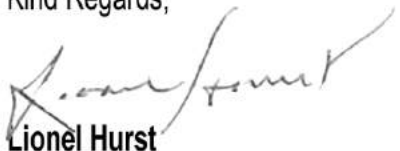
This property also serves as a diplomatic mission for Antigua and Barbuda Government in the United States. It plays a crucial role in representing our nation and promoting our interests, as well as providing assistance to our citizens within the jurisdiction.

In accordance with international law and established diplomatic practices, I kindly request the United States Department of State to recognize and respect the diplomatic immunity of these properties. This immunity extends to the premises, furnishings, and assets contained therein, ensuring their protection from any form of legal, administrative, or law enforcement action that may impede their diplomatic functions.

I trust in the continued cooperation and friendship between our nations, and I look forward to further strengthening our diplomatic ties for the mutual benefit of our people.

Thank you for your attention to this matter.

Kind Regards,



Lionel Hurst

Chief of Staff, Office of the Prime Minister
Antigua and Barbuda

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) ALKIVIADES DAVID; FILMON TV LTD.; FILMON TV INC.; ALKI DAVID PRODUCTION INC.; HOLOGRAM USA	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) Los Angeles County Superior Court No. BC654017 Hon. Michelle Williams; Los Angeles County Superior Court No. BC643099 Hon. Terry Green Hon.; Christopher K. Lui; Los Angeles County Superior Courts No. BC649025 Hon. Rafael A. Ongkeko; California State Court of Appeals, Second District, Division Four; California State Court of Appeals, Second District, Division Two
(b) County of Residence of First Listed Plaintiff <u>foreign</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant <u>LOS ANGELES</u> (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. The Law Office of Matthew Huzaineh, P.C. 626 Wilshire Blvd., Suite 410 Los Angeles, CA 90017 (310) 362-1650	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	<input type="checkbox"/> 3. Remanded from Appellate Court	<input type="checkbox"/> 4. Reinstated or Reopened	<input type="checkbox"/> 5. Transferred from Another District (Specify)	<input type="checkbox"/> 6. Multidistrict Litigation - Transfer	<input type="checkbox"/> 8. Multidistrict Litigation - Direct File
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V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 All-Writs Act, 42 USCS § 1988(a) – This action attacks the Judgments and Orders of the L.A. County Superior Court and, subsequent appellate Judgment(s) and Mandates of the California Court of Appeal, due to the absence of jurisdiction by the State courts, and the product of extrinsic fraud.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 530 General	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	TORTS PERSONAL INJURY	<input checked="" type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	SOCIAL SECURITY
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 485 Telephone Consumer Protection Act	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	LABOR	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 444 Employment Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 896 Arbitration		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<p>QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.</p>	<p align="center">STATE CASE WAS PENDING IN THE COUNTY OF:</p> <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	<p align="center">INITIAL DIVISION IN CACD IS:</p> Western Southern Eastern
---	--	---

<p>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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<p>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →</p> <p>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p> <p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>
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QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →</p>	<p>D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓</p>
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	WESTERN

QUESTION F: Northern Counties?

Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? Yes No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

NO

YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

NO

YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):** _____

DATE: February 29, 2024

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))



GOVERNMENT OF ANTIGUA AND BARBUDA

Office of the Prime Minister

Queen Elizabeth Highway
St. John's
Antigua and Barbuda

Tel. (268) 460-5100
Fax. (268) 462-3225
pmsecretariat@ab.gov.ag

June 09, 2023

The Honorable Antony J. Blinken

Secretary of State
United States Department of State
2201 C St NW
Washington, DC 20520
United States

Dear Secretary Blinken:

I hope this letter finds you well. I am writing to formally assert diplomatic immunity for several properties owned by the Government of Antigua and Barbuda in the United States and abroad. These properties serve as diplomatic missions, representing the interests of Antigua and Barbuda and facilitating the diplomatic relations between the nations.

The following properties, along with their expanded descriptions and valuations, are recognized as diplomatic missions of Antigua and Barbuda:

1. Property at 4 Wilton Pl., London, SW1X8RH

This property is reserved as an Embassy or high commission extension. It serves as an official representation of the Antigua and Barbuda Government in the United Kingdom, fostering diplomatic relations and promoting cultural and economic ties.

2. Property at 8D Ennismore Gardens, London SW7

This property is reserved as an Embassy or high commission extension. It serves as a diplomatic mission for Antigua and Barbuda, providing a platform for official interactions and promoting bilateral cooperation with the United Kingdom.

3. House of David Palio-Limani, Spetses Island, Greece

This property is reserved as an Embassy or high commission extension. It serves as a diplomatic mission, representing Antigua and Barbuda in Greece and facilitating diplomatic engagements and cultural exchanges between the two nations.

4. Property at 37 Wispillen Strasse, Gstaad, Switzerland

This property is reserved as an Embassy or high commission extension. It serves as an official representation of the Antigua and Barbuda Government in Switzerland, promoting diplomatic relations and supporting the interests of our nation and its citizens.

5. Property at 23768 Malibu Rd., Malibu, CA 90265

This property is reserved as an Embassy or high commission extension. It serves as a diplomatic mission for Antigua and Barbuda Government in the United States, facilitating official engagements, promoting bilateral cooperation, and serving the needs of our citizens residing in or visiting the United States.

6. Property at 42045 Lupin Way, Lancaster, CA 93536

This property also serves as a diplomatic mission for Antigua and Barbuda Government in the United States. It plays a crucial role in representing our nation and promoting our interests, as well as providing assistance to our citizens within the jurisdiction.

In accordance with international law and established diplomatic practices, I kindly request the United States Department of State to recognize and respect the diplomatic immunity of these properties. This immunity extends to the premises, furnishings, and assets contained therein, ensuring their protection from any form of legal, administrative, or law enforcement action that may impede their diplomatic functions.

I trust in the continued cooperation and friendship between our nations, and I look forward to further strengthening our diplomatic ties for the mutual benefit of our people.

Thank you for your attention to this matter.

Kind Regards,

Lionel Hurst

Chief of Staff, Office of the Prime Minister
Antigua and Barbuda

Bridgeford Trust Company/Morgan Stanley
 330 South Poplar Ave.
 Suite 103-I
 Pierre, SD 57501

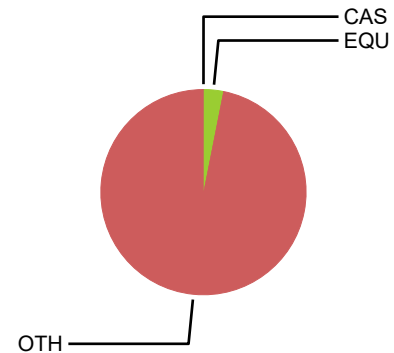
Harmonia Trust D



Account: 110198
 Report Period: From 7/1/2020 To 9/30/2020
 Administrator: Doug Mikkonen
 Phone: 605-224-9189

Portfolio Summary

	Market Value	% Portfolio	Est. Income
Cash & Equivalents (CAS)	\$1,198.53	0.02 %	\$4.43
Equity (EQU)	\$205,000.00	3.09 %	
Other (OTH)	\$6,432,858.34	96.89 %	
Total Assets	\$6,639,056.87	100.00 %	\$4.43
Total Account Balance	\$6,639,056.87	100.00 %	\$4.43



Activity Summary

	Current Period	Year To Date
Beginning Market Value	\$6,632,934.15	\$7,119,351.15
Receipts		
Dividend	\$1.17	\$6.69
Transfer	\$8,430.00	\$8,430.00
Contribution	\$40.00	\$40.00
Total Receipts	\$8,471.17	\$8,476.69
Disbursements		
Withdrawal	\$0.00	(\$192,092.32)
Outside Fees	(\$77.25)	(\$77.25)
Expense	(\$8,430.00)	(\$8,430.00)
Total Disbursements	(\$8,507.25)	(\$200,599.57)
Change in Market Value	\$6,158.80	(\$288,171.40)
Ending Market Value	\$6,639,056.87	\$6,639,056.87

Gains and Losses Summary

	Current Period	Year To Date
Realized Gain/(Loss) - Long Term	\$0.00	\$0.00
Realized Gain/(Loss) - Short Term	\$0.00	\$0.00
Total Realized Gain/(Loss)	\$0.00	\$0.00

Asset Statement

Units	Description	Cost Basis	Unit Price	Market Value	% of Account	Unrealized Gain/Loss	Estimated Annual Income	Yld At Mkt
Cash & Equivalents								
Cash								
	Principal Cash	\$15,977.47		\$15,977.47				
	Income Cash	(\$15,977.47)		(\$15,977.47)				
	Total Cash	\$0.00		\$0.00	0.00			
Money Market Funds								
1,198.14	BANKWEST MONEY MARKET - PRINCIPAL	\$1,198.14	\$1.00	\$1,198.14	0.02	\$0.00	\$4.43	0.37
.39	BANKWEST MONEY MARKET - INCOME	\$0.39	\$1.00	\$0.39	0.00	\$0.00	\$0.00	0.37
TOTAL Money Market Funds		\$1,198.53		\$1,198.53	0.02	\$0.00	\$4.43	0.37
TOTAL Cash & Equivalents		\$1,198.53		\$1,198.53	0.02	\$0.00	\$4.43	0.37
Equity								
Limited Liability Corp								
.05	HARMONIA MALIBU LLC	\$0.00	\$4,100,000.00	\$205,000.00	3.09	\$205,000.00		
TOTAL Limited Liability Corp		\$0.00		\$205,000.00	3.09	\$205,000.00		0.00
TOTAL Equity		\$0.00		\$205,000.00	3.09	\$205,000.00		0.00
Other								
Miscellaneous								
1	AXOS CHECKING 2943 (PLEDGE)	\$0.00	\$6,405,000.01	\$6,405,000.01	96.47	\$6,405,000.01		
1	AXOS CHECKING 2968	\$0.00	\$9,771.07	\$9,771.07	0.15	\$9,771.07		
1	AXOS HY SAVINGS ACCOUNT 2976	\$0.00	\$18,087.26	\$18,087.26	0.27	\$18,087.26		
TOTAL Miscellaneous		\$0.00		\$6,432,858.34	96.89	\$6,432,858.34		0.00
TOTAL Other		\$0.00		\$6,432,858.34	96.89	\$6,432,858.34		0.00
GRAND TOTAL ASSETS		\$1,198.53		\$6,639,056.87	100.00	\$6,637,858.34	\$4.43	0.00

Asset Statement

Units	Description	Cost Basis	Unit Price	Market Value	% of Account	Unrealized Gain/Loss	Estimated Annual Income	Yld At Mkt
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Transaction Statement

Date	Description	Units / Price	Income Cash	Principal Cash	Cost Basis
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Beginning Balances			(\$15,978.57)	\$15,978.57	\$1,234.61
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Receipts

Contribution

9/10/2020	CASH DEPOSIT Return of Overpayment to Hoffman Brown Company		\$0.00	\$40.00	\$0.00
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Total Contribution			\$0.00	\$40.00	\$0.00
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Dividend

7/31/2020	DIVIDEND REINV BANKWEST MONEY MARKET	0.4 \$1.00	\$0.00	\$0.00	\$0.40
8/31/2020	DIVIDEND REINV BANKWEST MONEY MARKET	0.38 \$1.00	\$0.00	\$0.00	\$0.38
9/30/2020	DIVIDEND REINV BANKWEST MONEY MARKET	0.39 \$1.00	\$0.00	\$0.00	\$0.39

Total Dividend			1.17	\$0.00	\$0.00	\$1.17
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Transfer

9/9/2020	TRANSFER IN Receipt of Funds		\$0.00	\$8,430.00	\$0.00
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Total Transfer			\$0.00	\$8,430.00	\$0.00
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Disbursements

Expense

9/9/2020	TAXES PAID - FEDERAL EST FIDUCIARY United States Treasury 2020 Tax Estimate 3		\$0.00	(\$8,430.00)	\$0.00
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Total Expense			\$0.00	(\$8,430.00)	\$0.00
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Outside Fees

9/17/2020	OTHER MANAGEMENT FEE CA Certificate Service California Certificate of Status Fee		\$0.00	(\$77.25)	\$0.00
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Transaction Statement

Date	Description	Units / Price	Income Cash	Principal Cash	Cost Basis
Total Outside Fees			\$0.00	(\$77.25)	\$0.00
<u>Investment Activity</u>					
	Sweep Purchases (4) 7/1/2020 to 9/30/2020	41.10	\$0.00	(\$41.10)	\$41.10
	Sweep Sales (4) 7/1/2020 to 9/30/2020	(78.35)	\$1.10	\$77.25	(\$78.35)
Total Investment Activity		(37.25)	\$1.10	\$36.15	(\$37.25)
Ending Balances			(\$15,977.47)	\$15,977.47	\$1,198.53

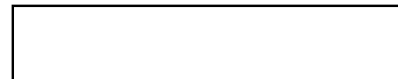
Bridgeford Trust Company, LLC, relies on third parties to provide market values and tax information pursuant to SDCL 55-2-23. Also per SDCL 55-3-45, "If a trust is not subject to court supervision under chapter 21-22, and if no objection has been made by a distribution beneficiary, as defined in this title, of a trust within one hundred eighty days after a copy of the trustee's accounting has been mailed, postage prepaid, to the last known address of such distribution beneficiary, personally, or electronically in accordance with § 15-6-5(d), the distribution beneficiary is deemed to have approved such accounting of the trustee, and the trustee, absent fraud, intentional misrepresentation, or material omission, shall be released and discharged from any and all liability to all beneficiaries of the trust as to all matters set forth in such accounting. The provisions of chapter 55-18 apply to this section. For purposes of this section, the term, accounting, means any interim or final report or other statement provided by a trustee reflecting all transactions, receipts, and disbursements during the reporting period and a list of assets as of the end of the period covered by the report or statement, and including written notice to the distribution beneficiary of the provisions of this section."

Bridgeford Trust Company, LLC ("Bridgeford") provides an omnibus account and bank diversification service to its clients to allow for higher interest and greater FDIC insurance coverage on client funds that are undirected or uninvested. Twenty five percent (25%) of the interest generated from the omnibus accounts is retained by Bridgeford as a subaccounting and diversification fee.

Private Banking

Current account 1875518-02

Account holder Harmonia Commercial S.A.
 Road Town, Tortola
 Currency Euro
 IBAN CH24 0483 5187 5518 0200 0



Ryan Rudolph
 Oesch & Rudolph
 Am Schanzengraben 29
 8002 Zürich

A

Account overview

Balance carried forward 632'663.75
 Total debits -9'357.40
 Total credits 130.10
 Closing balance 623'436.45

March 31st, 2012

COPY

Extract of account 01.03.2012 to 31.03.2012

Page 1/1

Date	Text	Debit	Credit	Value	Balance
01.03.12	Balance carried forward				632'663.75
20.03.12	Administration fees	9'342.45		31.03.12	623'321.30
31.03.12	Balance settlement of expenses	14.95		31.03.12	
31.03.12	Balance of closing entries as shown separately		130.10	31.03.12	623'436.45
Total turnover / Closing balance		9'357.40	130.10		623'436.45

Bridgeford Trust Company/Morgan Stanley
 330 South Poplar Ave.
 Suite 103-I
 Pierre, SD 57501

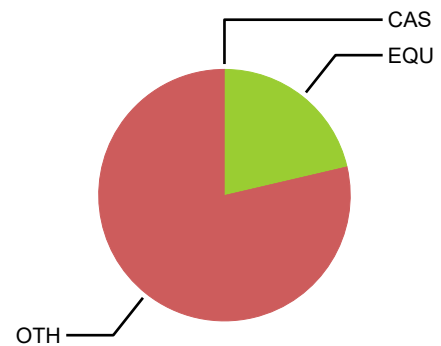
Harmonia Trust



Account: 110157
 Report Period: From 7/1/2020 To 9/30/2020
 Administrator: Doug Mikkonen
 Phone: 605-224-9189

Portfolio Summary

	Market Value	% Portfolio	Est. Income
Cash & Equivalents (CAS)	\$2,642.21	0.01 %	\$9.78
Equity (EQU)	\$5,804,338.02	21.34 %	
Other (OTH)	\$21,391,255.25	78.65 %	
Total Assets	\$27,198,235.48	100.00 %	\$9.78
Total Account Balance	\$27,198,235.48	100.00 %	\$9.78



Activity Summary

	Current Period	Year To Date
Beginning Market Value	\$28,950,631.12	\$32,593,279.89
Receipts		
Dividend	\$2.48	\$14.38
Transfer	\$21,950.00	\$45,950.00
Total Receipts	\$21,952.48	\$45,964.38
Disbursements		
Expense	(\$21,950.00)	(\$45,950.00)
Total Disbursements	(\$21,950.00)	(\$45,950.00)
Change in Market Value	(\$1,752,398.12)	(\$5,395,058.79)
Ending Market Value	\$27,198,235.48	\$27,198,235.48

Gains and Losses Summary

	Current Period	Year To Date
Realized Gain/(Loss) - Long Term	\$0.00	\$0.00
Realized Gain/(Loss) - Short Term	\$0.00	\$0.00
Total Realized Gain/(Loss)	\$0.00	\$0.00

Asset Statement

	Units Description	Cost Basis	Unit Price	Market Value	% of Account	Unrealized Gain/Loss	Estimated Annual Income	Yld At Mkt
<u>Cash & Equivalents</u>								
Cash								
	Principal Cash	\$55,512.75		\$55,512.75				
	Income Cash	(\$55,512.75)		(\$55,512.75)				
	Total Cash	\$0.00		\$0.00	0.00			
Money Market Funds								
	2,641.40 BANKWEST MONEY MARKET - PRINCIPAL	\$2,641.40	\$1.00	\$2,641.40	0.01	\$0.00	\$9.77	0.37
	.81 BANKWEST MONEY MARKET - INCOME	\$0.81	\$1.00	\$0.81	0.00	\$0.00	\$0.00	0.37
	TOTAL Money Market Funds	\$2,642.21		\$2,642.21	0.01	\$0.00	\$9.78	0.37
	TOTAL Cash & Equivalents	\$2,642.21		\$2,642.21	0.01	\$0.00	\$9.78	0.37
<u>Equity</u>								
Limited Liability Corp								
	1 HARMONIA INVESTMENTS LLC	\$0.00	\$1,909,338.02	\$1,909,338.02	7.02	\$1,909,338.02		
	.95 HARMONIA MALIBU LLC	\$0.00	\$4,100,000.00	\$3,895,000.00	14.32	\$3,895,000.00		
	TOTAL Limited Liability Corp	\$0.00		\$5,804,338.02	21.34	\$5,804,338.02		0.00
	TOTAL Equity	\$0.00		\$5,804,338.02	21.34	\$5,804,338.02		0.00
<u>Other</u>								
Loans & Notes Receivable								
	1 LONDON FLAT LIEN	\$0.00	\$6,248,307.83	\$6,248,307.83	22.97	\$6,248,307.83		
	9,383,000 PROMISSORY NOTE - ALKI DAVID	\$0.00	\$1.00	\$9,383,000.00	34.50	\$9,383,000.00		
	1 SWISS CHALET REMODEL LIEN	\$0.00	\$2,068,600.00	\$2,068,600.00	7.61	\$2,068,600.00		
	TOTAL Loans & Notes Receivable	\$0.00		\$17,699,907.83	65.08	\$17,699,907.83		0.00
Miscellaneous								
	1 AXOS CHECKING 7108	\$0.00	\$69,984.00	\$69,984.00	0.26	\$69,984.00		
	1 AXOS CHECKING 7116	\$0.00	\$3,621,363.42	\$3,621,363.42	13.31	\$3,621,363.42		
	TOTAL Miscellaneous	\$0.00		\$3,691,347.42	13.57	\$3,691,347.42		0.00

Asset Statement

Units Description	Cost Basis	Unit Price	Market Value	% of Account	Unrealized Gain/Loss	Estimated Annual Income	Yld At Mkt
TOTAL Other	\$0.00		\$21,391,255.25	78.65	\$21,391,255.25		0.00
GRAND TOTAL ASSETS	\$2,642.21		\$27,198,235.48	100.00	\$27,195,593.27	\$9.78	0.00

Transaction Statement

Date	Description	Units / Price	Income Cash	Principal Cash	Cost Basis
Beginning Balances			(\$55,515.24)	\$55,515.24	\$2,639.73
<u>Receipts</u>					
Dividend					
7/31/2020	DIVIDEND REINV BANKWEST MONEY MARKET	0.84 \$1.00	\$0.00	\$0.00	\$0.84
8/31/2020	DIVIDEND REINV BANKWEST MONEY MARKET	0.83 \$1.00	\$0.00	\$0.00	\$0.83
9/30/2020	DIVIDEND REINV BANKWEST MONEY MARKET	0.81 \$1.00	\$0.00	\$0.00	\$0.81
Total Dividend		2.48	\$0.00	\$0.00	\$2.48
Transfer					
9/9/2020	TRANSFER IN Receipt of Funds		\$0.00	\$21,950.00	\$0.00
Total Transfer			\$0.00	\$21,950.00	\$0.00
<u>Disbursements</u>					
Expense					
9/9/2020	TAXES PAID - FEDERAL EST FIDUCIARY United States Treasury 2020 Tax Estimate 3		\$0.00	(\$21,950.00)	\$0.00
Total Expense			\$0.00	(\$21,950.00)	\$0.00
<u>Investment Activity</u>					
Sweep Sales (3) 7/1/2020 to 9/30/2020		(2.49)	\$2.49	\$0.00	(\$2.49)
Sweep Purchases (3) 7/1/2020 to 9/30/2020		2.49	\$0.00	(\$2.49)	\$2.49

Transaction Statement

Date	Description	Units / Price	Income Cash	Principal Cash	Cost Basis
Total Investment Activity			\$2.49	(\$2.49)	\$0.00
Ending Balances			(\$55,512.75)	\$55,512.75	\$2,642.21

Bridgeford Trust Company, LLC, relies on third parties to provide market values and tax information pursuant to SDCL 55-2-23. Also per SDCL 55-3-45, "If a trust is not subject to court supervision under chapter 21-22, and if no objection has been made by a distribution beneficiary, as defined in this title, of a trust within one hundred eighty days after a copy of the trustee's accounting has been mailed, postage prepaid, to the last known address of such distribution beneficiary, personally, or electronically in accordance with § 15-6-5(d), the distribution beneficiary is deemed to have approved such accounting of the trustee, and the trustee, absent fraud, intentional misrepresentation, or material omission, shall be released and discharged from any and all liability to all beneficiaries of the trust as to all matters set forth in such accounting. The provisions of chapter 55-18 apply to this section. For purposes of this section, the term, accounting, means any interim or final report or other statement provided by a trustee reflecting all transactions, receipts, and disbursements during the reporting period and a list of assets as of the end of the period covered by the report or statement, and including written notice to the distribution beneficiary of the provisions of this section."

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PRIVATE WEALTH MANAGEMENT

PREPARED EXCLUSIVELY FOR
HARMONIA INVESTMENTS LLC

PRIVATE WEALTH MANAGEMENT TEAM
The Apollo Group

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THE APOLLO GROUP AT MORGAN STANLEY

O U R T E A M

The Apollo Group at Morgan Stanley Private Wealth Management is a deeply experienced, nationally recognized team that focuses exclusively on the complex wealth management needs of highly affluent families and individuals, top professional athletes, renowned entertainers, prominent executives and family offices.

The Apollo Group was founded on two indisputable principles: putting clients first and leading with exceptional ideas. Our approach is comprehensive and holistic – team members are active participants in the financial lives of our clients and approach all objectives creatively and resourcefully with thoughtful analysis, sound judgment and relentless follow-through.

*“We are what we repeatedly do.
Excellence, then, is not an act, but a habit”*

- ARISTOTLE

*“It requires a great deal of boldness and a great
deal of caution to make a great fortune, and
when you have it, it requires ten times as much
skill to keep it”*

- RALPH WALDO EMERSON

OUR APPROACH

Your family's dynamics, goals and risk tolerance are unique. We will tailor our process to help meet your personal and financial needs and objectives.

1 Discovery process

While every client situation is unique, we begin by learning about you, your family and your financial complexities. What we learn helps us to formulate specific strategies and, of equal importance, it helps us customize the entire relationship to your preferences and requirements.

2 Formulation of tax, trust and estate strategy

After reviewing your balance sheet and existing estate plan, we help analyze your income and estate tax circumstances to identify planning techniques that may be effectively tailored to your personal and financial objectives. We will work with your tax and legal advisors in this effort.

3 Creation of a customized strategic asset allocation

Managing significant wealth often involves developing a customized asset allocation mix that reflects risk, opportunities and taxation across multiple entities. This asset allocation becomes the basis for a long-term strategy.

6 Ongoing assessment of wealth management needs

Coordinating with you and your other advisors, we can conduct ongoing reviews and comprehensive reporting to ensure that your strategy adapts to changing financial and family needs.

4 Integration of tactical asset allocation

These short-term adjustments in asset allocations¹ seek to take advantage of opportunities created by temporary market distortions. Before adjustments are made, we can analyze the impact of any taxes or trading costs on potential returns.

5 Implementation of a customized investment strategy

After comprehensive due diligence and extensive analysis of expected results across a range of market scenarios, investment strategies from our global investment platform can be leveraged to create your portfolio. This process can help to create the most efficient balance of risk and return for your specific strategy.

OUR INVESTMENT MANAGEMENT PROCESS

1 Strategic Asset Allocation

- Integrate asset allocation with trust, tax and estate planning strategies, coordinating with other advisors to encompass all client holdings
- Analyze investments within legal entities and by beneficiaries to align with tax and estate planning goals

3 Tactical Asset Allocation

- Seek to enhance long-term performance by taking advantage of temporary market dislocations
- Under- and overweight asset classes relative to the strategic asset allocation to avoid undue volatility
- Take into account the effects of taxation and transaction costs before any adjustments

2 Investment Selection

- Draw from open-architecture platform of affiliated and unaffiliated investment managers who have been vetted by rigorous qualitative and quantitative due diligence process
- Evaluate combinations of investment managers in lieu of or in combination with indexing

4 Portfolio Construction

- Create portfolios using a combination of specialist managers who complement one another with minimal overlap
- Maximize diversification while focusing on long-term portfolio returns, standard deviation and correlation
- Establish a funding plan that reflects market conditions, client preferences and potential taxes

5 Performance & Risk Monitoring

- Periodically analyze and review manager selection to assure adherence to style criteria
- Perform portfolio performance review and risk monitoring to ensure alignment to investment strategy

OUR SERVICES

INVESTMENT MANAGEMENT

- Tax Management
- Portfolio Construction & Management
- Open Architecture Program
- Money Manager Due Diligence Research
- Access to IPO and Secondary Issues
- Hedge Fund / Private Equity Access

FINANCIAL, TRUST & ESTATE PLANNING STRATEGIES

- Current Will, Trust & Insurance Review
- Wealth Transfer & Trust Strategies
- Creditor Protection
- Pre-Liquidity Planning
- Cash Flow Planning
- Retirement Planning
- Educational Planning (529 Plans, etc.)
- Philanthropic Services
- Budget/Expense Analysis

CORPORATE SERVICES

- Directed Shares, Stock Plans, 10b5-(1)
- Access to Capital Markets & Investment Banking
- Cash Management
- Retirement & Pension Plans
- Stock Option Analysis
- 401(k) / Pension Administration

RISK MANAGEMENT

- Hedging Strategies
- Portfolio Protection Solutions
- Concentrated/Restricted Stock Advice
- Interest Rate Risk Management
- Currency Exposure Strategies
- Insurance Solutions

CLIENT SERVICES

- Trade Execution
- Online Account Access
- Wires/Check-Writing Capabilities
- Currency Exchange
- Debit/ATM & Credit Cards
- Year-End Tax Planning/Reporting
- Performance Reporting

ACCESS TO BANKING AND LENDING SERVICES

- Securities Based Lending (Secured)
- Residential Real Estate Financing
- Commercial Lending / Financing
- Comprehensive Tailored Lending
- Financing of Restricted Stocks
- Cash Management Services
- Financing of Aircraft, Sports Teams & Art
- Unsecured Credit Lines

OUR TEAM

**STEVE CONDOS, CIMC®**

Managing Director | Private Wealth Advisor
Sports and Entertainment Director
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212-492-6335

NMLS# 1310692

As head of The Apollo Group, Steve Condos plays a leading role in all aspects of the team's business including wealth management, business development and client servicing. His areas of concentration include investment management and portfolio construction.

Steve has been named among Barron's America's Top 1,200, Forbes' Best – In – State Wealth Advisors 2018, Financial Advisors for 2015, 2016 and 2017, Financial Times' FT 400 Top Financial Advisors in America for 2013, 2015, and 2016, REP Magazine's Top 100 Wirehouse Advisors in America for 2012 and appeared in Worth Magazine in 2015, 2016 and 2017. These proud accomplishments are in recognition of Steve and his team's dedicated work on behalf of their clients. He is also a member of The Investments & Wealth Institute and The Hellenic American Bankers Association (HABA). Steve holds a Certified Investment Management Consultant (CIMC®) from the School of Business at George Washington University and is a graduate of the Environmental and Biological Sciences School at Rutgers University.

**KENNETH MORRIS, CFP®**

Senior Vice President
Private Wealth Advisor
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Kenneth Morris focuses on providing customized solutions and guidance in the areas of wealth preservation and distribution, tax, trust, insurance and estate analysis as well as financial, retirement, philanthropy, and educational planning; therefore tying together all aspects of clients' financial and personal life goals.

Ken has appeared in Worth Magazine and On Wall Street Magazine. He was named to New York Magazine's Five Star Wealth Managers in New York for 2015. Ken is a graduate of the School of Business at Hofstra University and is a CERTIFIED FINANCIAL PLANNER™ (CFP®).

Morgan Stanley Smith Barney LLC does not accept appointments nor will it act as a trustee but it will provide access to trust services through an appropriate third-party corporate trustee.

Morgan Stanley Smith Barney LLC offers insurance products in conjunction with its licensed insurance agency affiliates.

OUR TEAM

**MARILYN F. BOOKER**

Managing Director
Head, Urban Markets Group
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Marilyn joined Morgan Stanley in January 1994. She is a Managing Director and the Head of Morgan Stanley's Urban Markets Group. Prior to establishing The Urban Markets Group, Marilyn was the head of Diversity, Work-Life, EEO and Human Resources Policy for Morgan Stanley. She has practiced in the areas of criminal defense litigation, municipal finance, corporate bankruptcies and corporate restructuring.

A native of Chicago, Marilyn received her B.A. magna cum laude from Spelman College and her J.D. from the Illinois Institute of Technology-Chicago Kent College of Law. Marilyn is a former trustee of the Morgan Stanley Foundation, a member of The Morgan Stanley Benefit Plan Administrative Committee and a former member of the Morgan Stanley Residential Franchise Risk Committee. She is on the board of the New York Urban League and a member of the Executive Leadership Council. She is also a former board member of the Arthur Ashe Institute of Health and the Michael J. Berkeley Foundation. Marilyn testified before the U.S. House of Representatives Financial Services Subcommittee on Oversight and Investigations at its hearing on "Diversity in the Financial Services Sector." She also appeared on "ABC World News Tonight" in a segment on "Women and the Workforce" and was featured in a "CBS MarketWatch Weekend" segment highlighting Morgan Stanley's Emergency Day Care Program.

Marilyn was recognized in 2012 and 2011 by Savoy magazine as one of the "Top 100 Most Influential Blacks in Corporate America," was recognized by Uptown Professional in 2011 as one of the "100 Top Executives in America" and was honored in 2012 by the Mt. Sinai Hospital Center for Multi-Cultural Affairs as a Diversity Champion. Marilyn was also selected by the Network Journal as one of the "25 Influential Black Women in Business," was selected by Harvard College Black Men's Forum as its "2009 Woman of the Year" and was recently honored by the United Way Pipeline Crisis, the Association for Black Women Attorneys and the Brooklyn, New York, Weeksville Heritage Center. Marilyn was the keynote speaker for the 2012 Wharton Whitney M. Young Conference. She also has her Series 7, 9, 10, and 66 licenses. The proud parent of three lovely children, Marilyn's interests are golf, tennis, playing the piano and making a difference in the lives of others.

OUR TEAM

**JARED KATZMAN**

Vice President | Private Wealth Advisor
 Alternative Investments Director
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Jared Katzman is a Vice President and Private Wealth Advisor with The Apollo Group at Morgan Stanley Private Wealth Management. He joined The Apollo Group in 2009 and works directly with high net worth individuals, families, foundations, endowments, and corporations. His responsibilities primarily include portfolio management and business development as he works with his team in constructing comprehensive plans and investment processes for clients, along with the implementation of tax mitigating strategies. In 2017, Jared was chosen as a Five Star Wealth Manager by New York Magazine. He is also a designated Portfolio Manager and an Alternative Investments Director at Morgan Stanley. Jared graduated from Lynn University where he received his MBA in Marketing and a BS in Business Management.

**FORTUNE S. MACRI III**

Portfolio Manager
 Financial Advisor
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 212-492-6780

Fortune Macri is primarily responsible for portfolio management and business development. His asset management experience focuses on equity, fixed income and alternative investments and how they relate in the context of overall capital markets, portfolio analysis and strategic implementation.

Fortune has been named to New York Magazine's Five Star Wealth Managers in both 2016 and 2017. Fortune received his MBA in Finance from Fordham University's Graduate School of Business Administration in 2008 and his BS in Business Administration and Economics from Fordham University's Gabelli School of Business in 2007.

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OUR TEAM

**ANTHONY PEROS, CFA**

Director of Business Strategy
Assistant Vice President
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Anthony is an Assistant Vice President and has been with The Apollo Group for over ten years. He is responsible for constructing customized portfolios for our clients, conducting due diligence on the various investment opportunities offered through Morgan Stanley, and developing the team's short and long-term macroeconomic views.

He holds the Chartered Financial Analyst (CFA) designation and is a member of the New York Society of Security Analysts (NYSSA). Anthony obtained a Bachelor of Arts from Connecticut College, graduating Cum Laude with commencement honors for distinction in both of his major fields.

**BRITTANY ARMIENTO**

Registered Client Service Associate
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Brittany is a Registered Client Service Associate for The Apollo Group at Morgan Stanley Private Wealth Management. Brittany leads our teams' operation management; this includes ongoing client service and all administrative functions on behalf of our clients. Brittany received her MBA in Finance from Iona College Hagan School of Business in 2013 and BBA in Finance from Iona College in 2012.

OUR TEAM

**JILLIAN KAPLOVE**

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Jillian is a Client Service Associate for The Apollo Group at Morgan Stanley Private Wealth Management. Jillian supports the team's administrative functions and operation management, while providing ongoing customer service to clients.

Jillian graduated with Cum Laude honors from the University of Miami, where she received a Bachelor of Business Administration in both Finance and Marketing.

**JACK BEATTIE**

Consulting Group Analyst
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Jack is the Consulting Group Analyst for The Apollo Group at Morgan Stanley Private Wealth Management. Jack focuses on financial planning, cash flow analysis, and performance reporting tailored to meet the needs of clients. He is also responsible for transactional business encompassing both retail and institutional trading.

Jack holds a Bachelor of Arts degree from Miami University in Oxford, Ohio.

OUR TEAM

**ALEXANDER SUERO, CIMA®**

Vice President

Financial Advisor

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NMLS# 1278983

Alexander R. Suero is a Financial Advisor at Morgan Stanley. He focuses on helping clients build and preserve their wealth and financial security to support themselves, their family, and share with those less fortunate. Throughout his career, Alexander has garnered a number of professional accolades including the Certified Investment Management Analyst® (CIMA®) designation bestowed by the Investment Management Consultants Association through the University of Pennsylvania's Wharton School of Business. This is recognized in the industry as one of the highest standards in consulting expertise. Alexander is a graduate of Pennsylvania State University's Smeal College of Business in University Park, PA. His professional associations include membership in the Investment Management Consultants Association (IMCA). Originally from Bryn Mawr, PA, he currently resides in New York with his wife Lauren and their daughter. He is an active member of the Leukemia & Lymphoma Society and the Penn State Alumni Association. In his spare time he enjoys being with family, playing squash and golf, and is a baseball enthusiast.



Financial Advisor Associate

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Desmond Djekovic is a Financial Advisor Associate at Morgan Stanley Private Wealth Management. Desmond primarily helps The Apollo Group with business development. He graduated Cum Laude with a BS in Finance, a minor in Economics, and a concentration in Value Investing from Fordham University's Gabelli School of Business. Desmond currently resides in Rockland County, New York.

DISCLAIMERS

Source: Barron's "Top 1,200 Advisors," March 7, 2016, as identified by Barron's magazine, using quantitative and qualitative criteria and selected from a pool of over 4,000 nominations. Advisors in the Top 1,200 Financial Advisors have a minimum of seven years of financial services experience. Qualitative factors include, but are not limited to, compliance record and philanthropic work. Investment performance is not a criterion. The rating may not be representative of any one client's experience and is not indicative of the financial advisor's future performance. Neither Morgan Stanley Smith Barney LLC nor its Financial Advisors or Private Wealth Advisors pays a fee to Barron's in exchange for the rating. Barron's is a registered trademark of Dow Jones & Company, L.P. All rights reserved.

Source: The Financial Times Top 400 Financial Advisors is an independent listing produced by the Financial Times (March, 2016). The FT 400 is based in large part on data gathered from and verified by broker-dealer home offices, and, as identified by the FT, reflected each advisor's performance in six primary areas, including assets under management, asset growth, compliance record, experience, credentials and accessibility. The rating may not be representative of any one client's experience and is not indicative of the Financial Advisor's future performance. Neither Morgan Stanley Smith Barney LLC nor its Financial Advisors or Private Wealth Advisors pays a fee to The Financial Times in exchange for the rating.

Source: REP. Magazine October, 2015. Advisors on the Top 100 Wirehouse Advisors list are ranked exclusively by assets under management custodied at the four wirehouse firms. Only advisors for whom 80 percent or more of assets corresponded to retail clients were eligible for the list. Assets under management are as of the end of the second quarter 2015. REP. magazine and WealthManagement.com do not receive any compensation from the financial advisors, participating firms, affiliates or the media in exchange for rankings.

Five Star Professional, as a third party research firm, identified pre-qualified award candidates based on industry data and contacted all identified broker dealers, Registered Investment Advisor firms and FINRA-registered representatives to gather wealth manager nominations. Self-nominations are not accepted. Award candidates are then evaluated against 10 objective eligibility and evaluation criteria associated with wealth managers who must have a minimum of five years' experience as an investment adviser representative or other accepted credentials, client retention rates, client assets administered, firm review and a favorable regulatory and complaint history as defined by Five Star. Five Star Professional determines the final list of Five Star Wealth Manager Award winners. The Award does not evaluate the quality of services furnished to clients and it is possible that the recipient may have received unfavorable ratings from those surveyed. Five Star Professional collected the information for this Award through surveys it conducted.

- Wealth managers and/or their firms do not pay a fee to be considered or placed on the final list of Five Star Wealth Managers.
- The Five Star award is not indicative of the wealth manager's future performance.
- Wealth managers may or may not use discretion in their practice and therefore may not manage their clients' assets.
- The inclusion of a wealth manager on the list should not be construed as an endorsement of the wealth manager by Five Star Professional.
- Working with a Five Star Wealth Manager or any wealth manager is no guarantee as to future investment success, nor is there any guarantee that the selected wealth managers will be awarded this accomplishment by Five Star Professional in the future.
- For more information on the Five Star award and the research/selection methodology, go to fivestarpromotional.com.

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Source: Forbes.com (Feb. 2018). America's Top Wealth Advisors: State-By-State ranking was developed by SHOOK Research and is based on in-person and telephone due diligence meetings and a ranking algorithm that includes: client retention, industry experience, review of compliance records, firm nominations; and quantitative criteria, including: assets under management and revenue generated for their firms..... Investment performance is not a criterion because client objectives and risk tolerances vary, and advisors rarely have audited performance reports. Rankings are based on the opinions of SHOOK Research, LLC and are not indicative of future performance or representative of any one client's experience. Neither Morgan Stanley Smith Barney LLC nor its Financial Advisors or Private Wealth Advisors pay a fee to Forbes or SHOOK Research in exchange for the ranking. For more information: www.SHOOKResearch.com.

DISCLAIMERS CONTINUED

Tailored Lending is a loan/line of credit product offered by Morgan Stanley Private Bank, National Association, an affiliate of Morgan Stanley Smith Barney LLC. A Tailored Lending credit facility may be a committed or demand loan/line of credit. All Tailored Lending loans/lines of credit are subject to the underwriting standards and independent approval of Morgan Stanley Private Bank, National Association. Tailored Lending loans/lines of credit may not be available in all locations. Rates, terms, and programs are subject to change without notice. Other restrictions may apply. The information contained herein should not be construed as a commitment to lend. Morgan Stanley Private Bank, National Association is a Member FDIC that is primarily regulated by the Office of the Comptroller of the Currency. The proceeds from a Tailored Lending loan/line of credit (including draws and other advances) may not be used to purchase, trade, or carry margin stock; repay margin debt that was used to purchase, trade, or carry margin stock; and cannot be deposited into a Morgan Stanley Smith Barney LLC or other brokerage account.

Important Risk Information for Securities Based Lending: Borrowing against securities may not be suitable for everyone. You should be aware that there are risks associated with a securities based loan, including possible margin calls on short notice, and that market conditions can magnify any potential for loss. You need to understand that: (1) Sufficient collateral must be maintained to support your loan(s) and to take future advances; (2) You may have to deposit additional cash or eligible securities on short notice; (3) Some or all of your securities may be sold without prior notice in order to maintain account equity at required maintenance levels. You will not be entitled to choose the securities that will be sold. These actions may interrupt your long-term investment strategy and may result in adverse tax consequences or in additional fees being assessed; (4) Morgan Stanley Bank, N.A., Morgan Stanley Private Bank, National Association or Morgan Stanley Smith Barney LLC (collectively referred to as "Morgan Stanley") reserves the right not to fund any advance request due to insufficient collateral or for any other reason except for any portion of a securities based loan that is identified as a committed facility; (5) Morgan Stanley reserves the right to increase your collateral maintenance requirements at any time without notice; and (6) Morgan Stanley reserves the right to call securities based loans at any time and for any reason.

Morgan Stanley Smith Barney LLC is a registered Broker/Dealer, Member SIPC, and not a bank. Where appropriate, Morgan Stanley Smith Barney LLC has entered into arrangements with banks and other third parties to assist in offering certain banking related products and services.

Investment, insurance and annuity products offered through Morgan Stanley Smith Barney LLC are: NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED | NOT A BANK DEPOSIT | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

Residential mortgage loans/home equity lines of credit are offered by Morgan Stanley Private Bank, National Association, an affiliate of Morgan Stanley Smith Barney LLC. With the exception of the pledged-asset feature, an investment relationship with Morgan Stanley Smith Barney LLC does not have to be established or maintained to obtain the residential mortgage products offered by Morgan Stanley Private Bank, National Association. All residential mortgage loans/home equity lines of credit are subject to the underwriting standards and independent approval of Morgan Stanley Private Bank, National Association. Rates, terms, and programs are subject to change without notice. Residential mortgage loans/home equity lines of credit may not be available in all states; not available in Guam, Puerto Rico and the U.S. Virgin Islands. Other restrictions may apply. The information contained herein should not be construed as a commitment to lend. Morgan Stanley Private Bank, National Association is an Equal Housing Lender and Member FDIC that is primarily regulated by the Office of the Comptroller of the Currency. Nationwide Mortgage Licensing System Unique Identifier #663185. The proceeds from a residential mortgage loan (including draws and advances from a home equity line of credit) are not permitted to be used to purchase, trade or carry eligible margin stock; repay margin debt that was used to purchase, trade or carry margin stock; or to make payments on any amounts owed under the note, loan agreement, or loan security agreement; and cannot be deposited into a Morgan Stanley Smith Barney LLC or other brokerage account

Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors or Private Wealth Advisors do not provide tax or legal advice. Clients should consult their tax advisor for matters involving taxation and tax planning and their attorney for matters involving trust and estate planning and other legal matters.

Morgan Stanley Smith Barney LLC does not accept appointments nor will it act as a trustee but it will provide access to trust services through an appropriate third-party corporate trustee.

The investments listed may not be suitable for all investors. Morgan Stanley Smith Barney LLC recommends that investors independently evaluate particular investments, and encourages investors to seek the advice of a financial advisor. The appropriateness of a particular investment will depend upon an investor's individual circumstances and objectives.

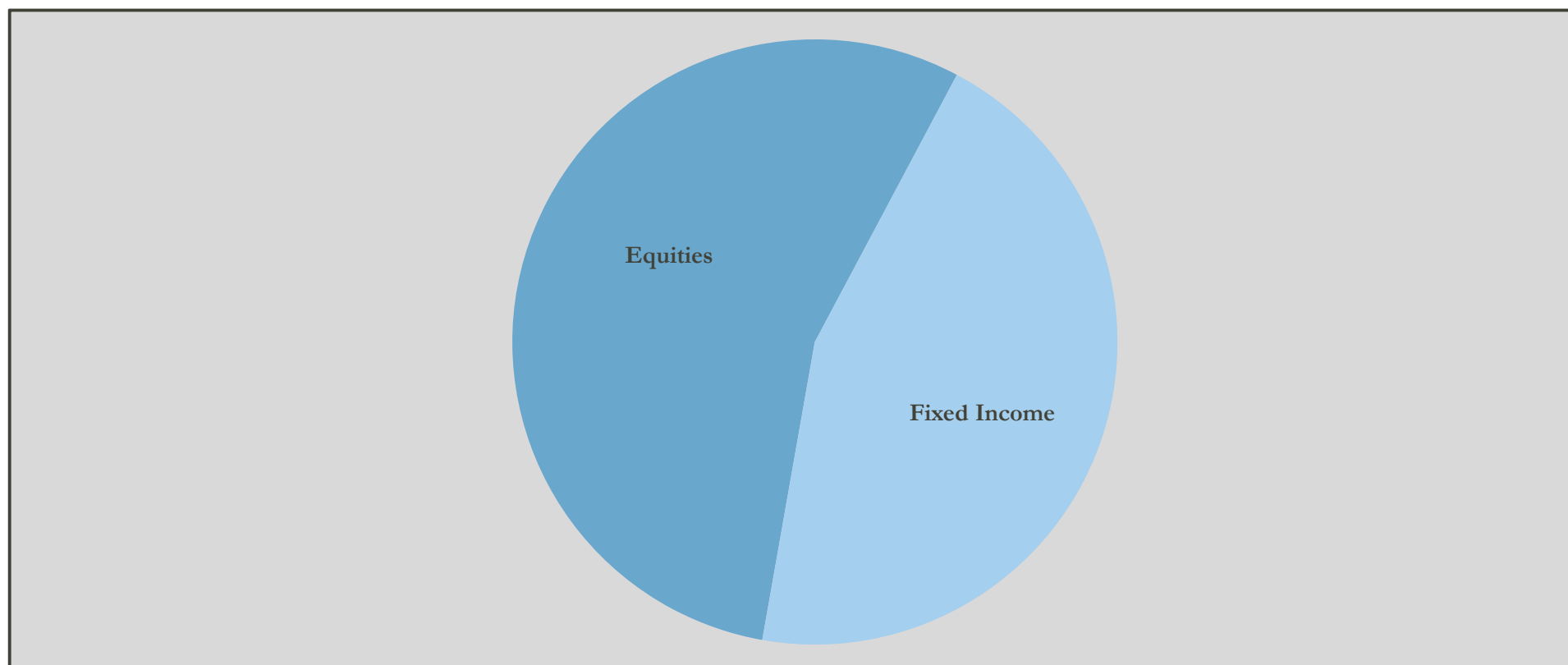
Morgan Stanley Smith Barney LLC offers insurance products in conjunction with its licensed insurance agency affiliates.

RECOMMENDED ASSET ALLOCATION

RECOMMENDED OVERALL ALLOCATION

Asset Class Breakdown

By Overall Asset Class

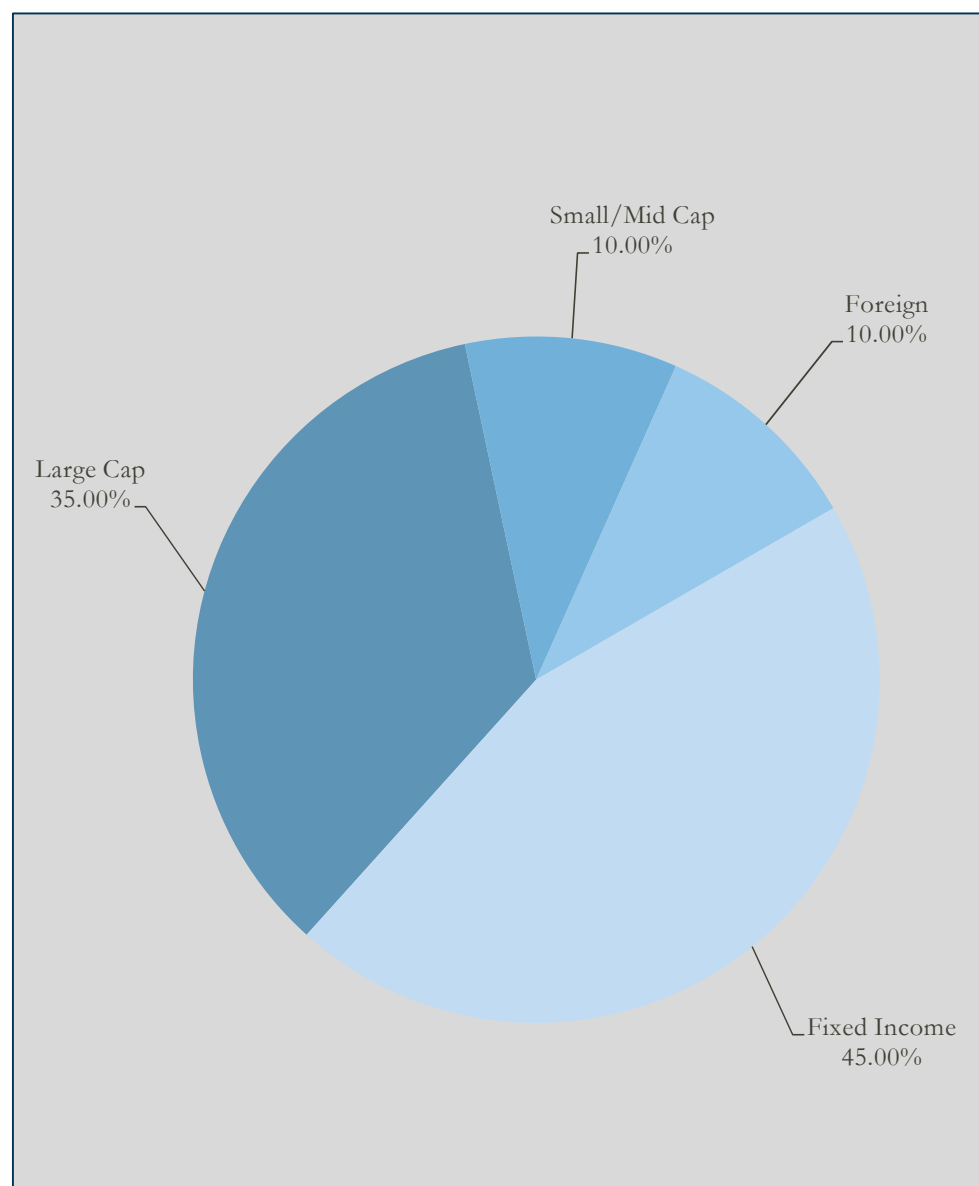


Equities	55.00%
Domestic Large Cap	35.00%
Domestic Small/Mid Cap	10.00%
Foreign Markets	10.00%

Fixed Income	45.00%
Municipal Fixed Income	45.00%

RECOMMENDED INVESTMENTS

Large Cap U.S. Equities (35.0%)	
Aristotle Capital Management Value Equity	Separately Managed Account
Prudential Jennison Large Cap Growth	Separately Managed Account
John Hancock Large Cap Core	Separately Managed Account
Vanguard Value (VTV)	ETF
Vanguard Growth (VUG)	ETF
Small/Mid-Cap U.S. Equities (10.0%)	
Chartwell Mid-Cap Value	Separately Managed Account
DF Dent and Company Mid-Cap Growth	Separately Managed Account
Kayne Anderson Rudnick Small Cap Value	Separately Managed Account
Henderson Geneva Small Cap Growth	Separately Managed Account
Vanguard Mid-Cap (VO)	ETF
Vanguard Small Cap (VB)	ETF
Foreign Equities (10.0%)	
Duff & Phelps International Equity	Separately Managed Account
ClearBridge International Growth	Separately Managed Account
Vanguard FTSE Developed Markets ETF (VEA)	ETF
Lazard Emerging Markets	Separately Managed Account
Vanguard FTSE Emerging Markets ETF (VWO)	ETF
Municipal Fixed Income (45.0%)	
Nuveen Intermediate Municipal	Separately Managed Account



MANAGERS - PROFILES AND PERFORMANCE

Strategy Description

Aristotle employs a value-oriented investment strategy that seeks to provide competitive returns in strong markets and outperform in difficult market environments. Aristotle looks for higher quality companies selling at attractive prices with positive catalysts that Aristotle expects to positively impact share prices.

Thomas Hagen

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Trailing Returns

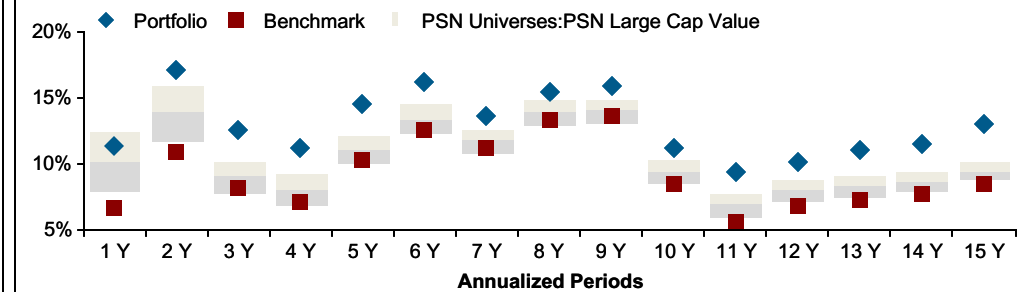
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
Aristotle Capital Management Value Equity (Gross)	1.60%	0.91%	11.43%	12.61%	14.65%	13.72%	11.35%	22.43%	17.79%	3.56%	11.65%	30.81%	22.10%
Aristotle Capital Management Value Equity (Net)	0.88%	-0.48%	8.37%	9.52%	11.47%	10.57%	8.26%	19.06%	14.55%	0.69%	8.46%	27.28%	18.69%
Russell 1000 Value	1.18%	-1.69%	6.77%	8.26%	10.34%	11.27%	8.49%	13.66%	17.34%	-3.83%	13.45%	32.53%	17.51%
Excess Return (Gross)	0.42%	2.60%	4.66%	4.35%	4.30%	2.45%	2.86%	8.77%	0.45%	7.39%	-1.80%	-1.72%	4.60%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

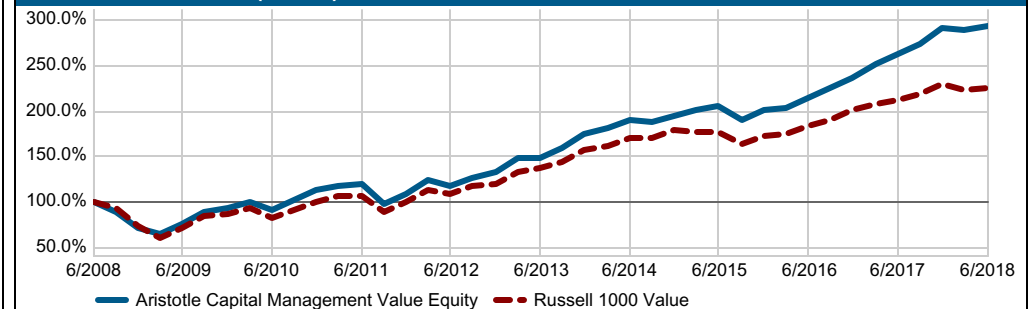
Performance Commentary

- The portfolio outperformed the Russell 1000 Value for the quarter. Stock selection was positive and sector positioning was negative.
- The top contributing sectors were Information Technology, Consumer Staples, and Utilities. The top detracting sectors were Energy, Industrials, and Real Estate. From an industry perspective, Software, IT Services, and Specialty Retail added value, while Oil Gas & Consumable Fuels, Banks, and Aerospace & Defense detracted.
- Within the portfolio, companies with a price/earnings greater than 20.0x contributed to returns while companies with a price/earnings between 12.0x and 16.0x detracted. And finally, companies with moderate beta tended to do better than companies with low beta during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

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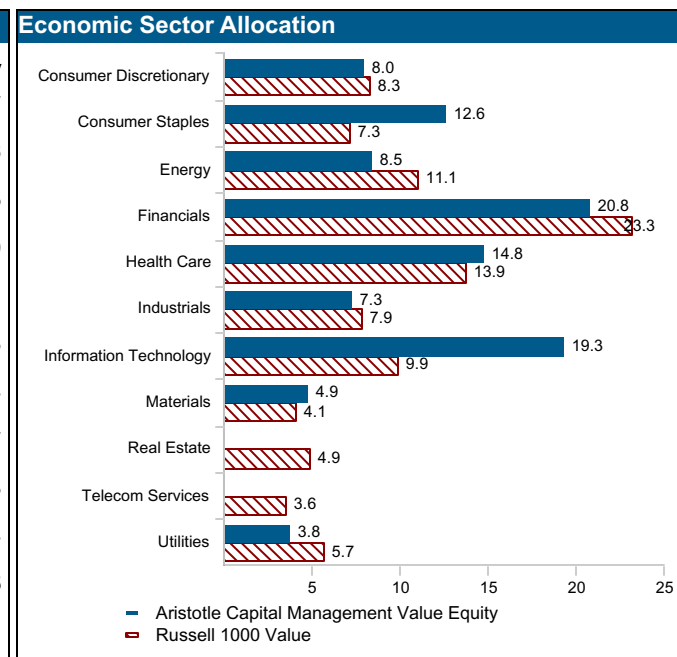
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

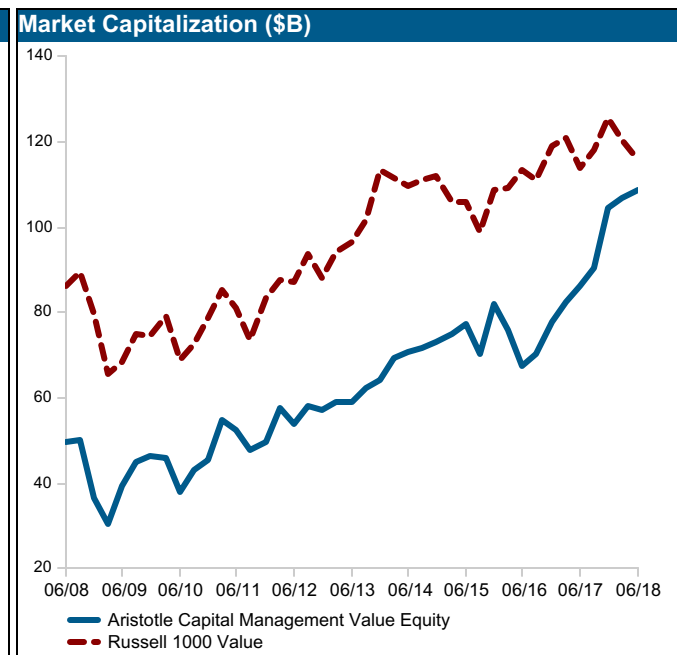
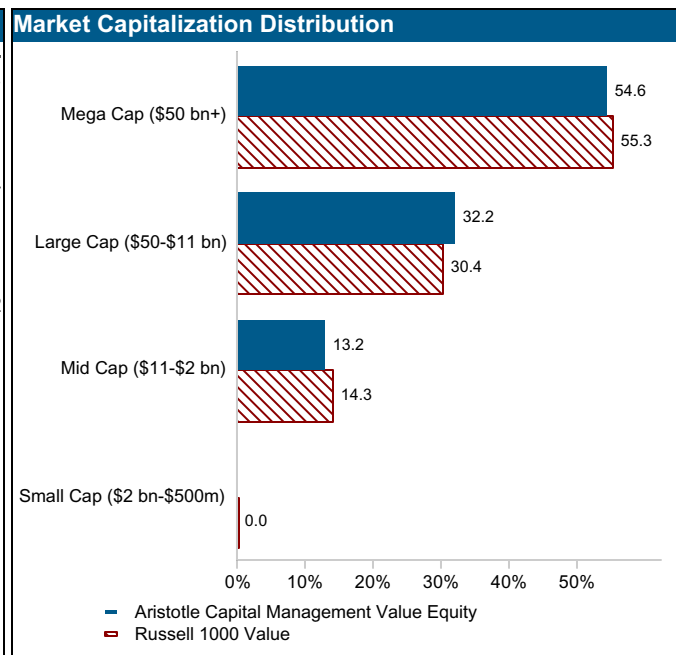
Portfolio Characteristics	Strategy	Bmk
# of Securities	42	729
Market Cap (\$M)	70,747	50,848
P/E - Trailing 12-Mo.	18.0	12.3
Adj. P/E - trailing 12-Mo.	16.9	11.7
P/E - Forecast FY1*	14.6	12.8
Price-to- Book	1.9	1.8
Return on Equity	13.8	15.2
EPS Growth - Forecast*	10.8	10.4
EPS Growth - Hist. 5 Year	10.9	2.2
Active Share	95.60	--

Top 10 Holdings	% of Equity
Adobe Systems Incorporated	4.77
Microsoft Corporation	4.36
Home Depot, Inc.	4.05
ANSYS, Inc.	3.70
Bank of America Corp	3.51
Microchip Technology Incorporated	3.33
Phillips 66	3.24
PayPal Holdings Inc	3.17
Amgen Inc.	2.98
Medtronic plc	2.84
Total	35.95



*Forecasts based on analysts' consensus

Quarterly Performance	Strategy (Gross)	Strategy (Net)	Bmk	Excess - Gross
3Q 2015	-7.30	-7.95	-8.39	1.09
4Q 2015	5.86	5.16	5.64	0.22
1Q 2016	1.10	0.34	1.64	-0.54
2Q 2016	4.86	4.17	4.58	0.28
3Q 2016	5.16	4.48	3.48	1.68
4Q 2016	5.66	4.89	6.68	-1.02
1Q 2017	6.60	5.86	3.27	3.33
2Q 2017	4.01	3.28	1.34	2.67
3Q 2017	4.30	3.57	3.11	1.19
4Q 2017	5.87	5.14	5.33	0.54
1Q 2018	-0.68	-1.35	-2.83	2.15
2Q 2018	1.60	0.88	1.18	0.42



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-0.37	0.08	-0.07	0.01
Consumer Staples	5.36	-0.24	0.79	0.55
Energy	-2.64	-0.39	-0.29	-0.68
Financials	-2.45	0.21	-0.34	-0.13
Health Care	0.96	0.00	0.00	0.00
Industrials	-0.55	0.01	-0.59	-0.58
Information Technology	9.45	-0.21	1.77	1.56
Materials	0.75	0.05	-0.07	-0.02
Real Estate	-4.91	-0.33	--	-0.33
Telecommunication Services	-3.63	0.10	--	0.10
Utilities	-1.97	-0.05	0.21	0.16
Total	--	-0.77	1.40	0.63

Economic Sector Attribution - Year to Date

	Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-0.37	0.09	-0.23	-0.14
Consumer Staples	5.36	-0.47	1.36	0.89
Energy	-2.64	-0.29	-0.31	-0.60
Financials	-2.45	0.14	-0.56	-0.42
Health Care	0.96	-0.01	0.71	0.70
Industrials	-0.55	0.02	-0.62	-0.61
Information Technology	9.45	0.57	2.39	2.97
Materials	0.75	-0.03	-0.18	-0.21
Real Estate	-4.91	-0.12	--	-0.12
Telecommunication Services	-3.63	0.24	--	0.24
Utilities	-1.97	-0.04	0.30	0.26
Total	--	0.01	2.86	2.87

Top Contributors to Performance

Current Quarter

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Adobe Systems Incorporate...	4.77	0.59	Information Technology	18.90	1.58
Phillips 66	3.21	0.52	Energy	8.40	0.84
ANSYS, Inc.	3.50	0.37	Health Care	14.70	0.36
Home Depot, Inc.	3.85	0.36	Utilities	3.53	0.35
Microsoft Corporation	4.25	0.35	Consumer Staples	12.20	0.28

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Adobe Systems Incorporate...	4.72	1.55	Information Technology	18.48	3.18
Microsoft Corporation	4.08	0.60	Health Care	14.64	0.65
ANSYS, Inc.	3.39	0.53	Energy	8.01	0.42
Phillips 66	2.96	0.41	Utilities	3.40	0.35
Acadia Healthcare Company...	1.66	0.37	Consumer Discretionary	6.80	-0.14

Bottom Contributors to Performance

Current Quarter

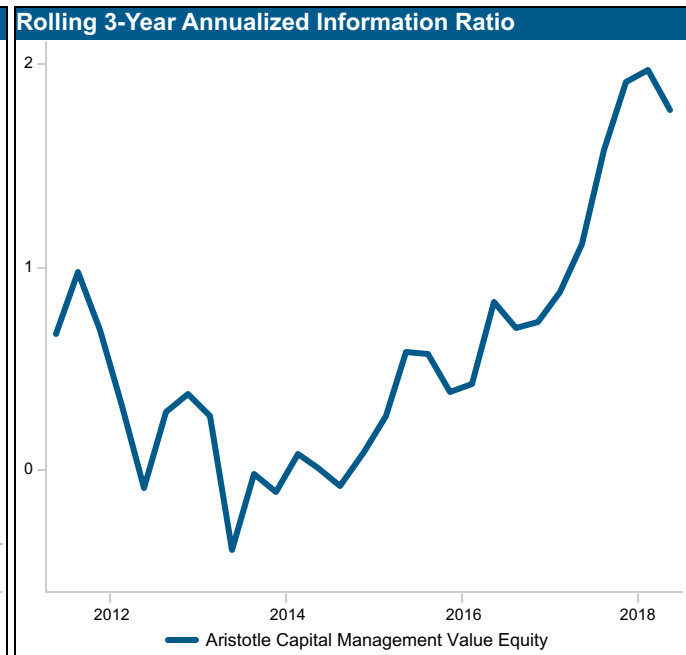
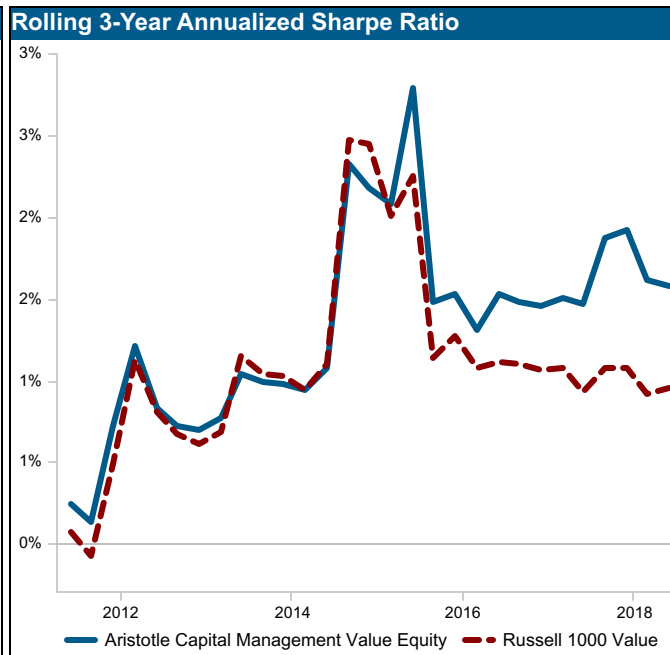
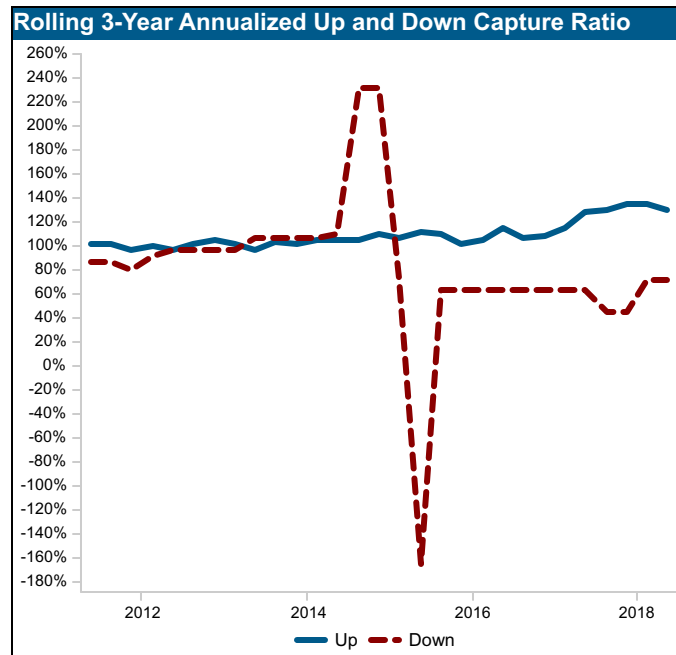
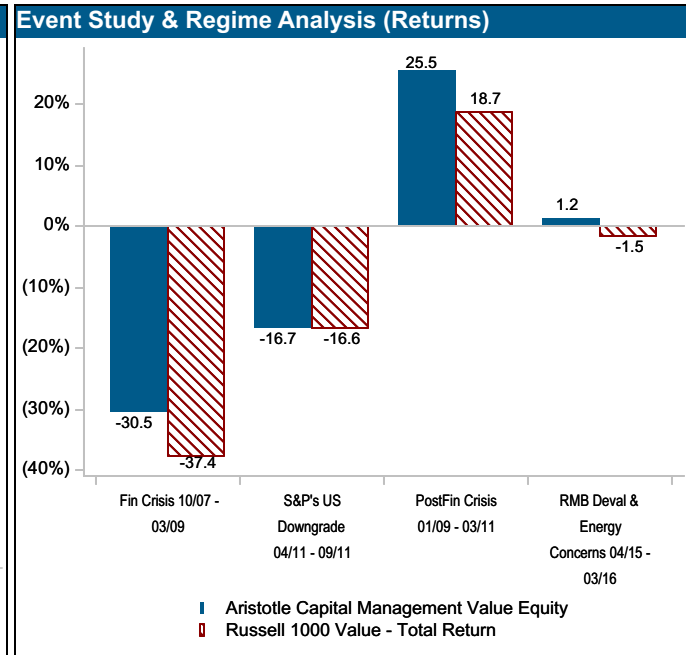
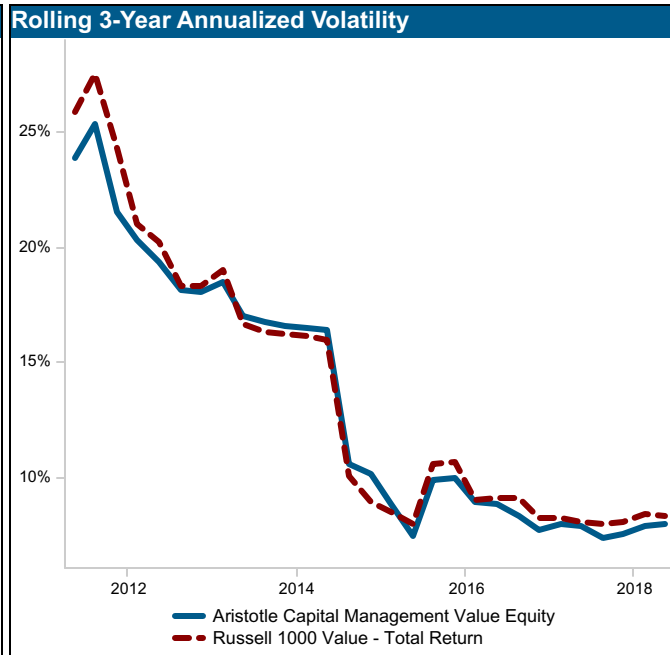
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
General Dynamics Corporat...	2.79	-0.46	Financials	21.79	-1.08
Lennar Corporation Class...	2.36	-0.28	Industrials	7.78	-0.80
Oshkosh Corp	2.74	-0.25	Materials	5.55	0.07
Mitsubishi UFJ Financial...	1.44	-0.22	Consumer Discretionary	7.15	0.20
Banco Bilbao Vizcaya Arge...	2.22	-0.21	Consumer Staples	12.20	0.28

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Oshkosh Corp	2.89	-0.70	Financials	22.08	-1.57
Ameriprise Financial, Inc...	2.92	-0.54	Industrials	8.05	-1.20
Lennar Corporation Class...	2.49	-0.41	Materials	6.33	-0.37
Banco Bilbao Vizcaya Arge...	2.34	-0.39	Consumer Discretionary	6.80	-0.14
Walgreens Boots Alliance...	2.03	-0.36	Consumer Staples	12.21	-0.14

Portfolio Performance and Risk Statistics (NAV)

	3-Year	5-Year
Alpha	4.9%	5.6%
Beta	0.9	0.8
R2	90.5%	80.1%
Tracking Error	2.6%	3.5%
Information Ratio	1.8	1.3
Batting Average	83.3%	70.0%
Up Capture Ratio	129.5%	130.9%
Down Capture Ratio	72.2%	55.4%
Standard Deviation	7.9	7.4
Standard Deviation (Bmk)	8.3	7.8
Sharpe Ratio	1.6	2.0



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Russell 1000 Value Index measures the performance of those Russell 1000 companies with lower price-to-book ratios and lower forecasted growth values.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Jennison Large Cap Growth

Status: Focus List

Investment Style: US Large Cap Growth

Benchmark: Russell 1000 Growth

June 30, 2018 (Q2)

Strategy Description

Jennison utilizes a bottom-up, research-intensive investment philosophy that seeks to identify companies, which possess above-market growth in units, revenues, cash flow and earnings over a 1-3 year time horizon. Jennison's research efforts attempt to discover companies that are at an acceleration or inflection point in their growth rate that is not fully reflected in the price of the stock.

Bill Bridge

Morgan Stanley Wealth Management
Bill.Bridge@morganstanley.com
212-296-1177

Trailing Returns

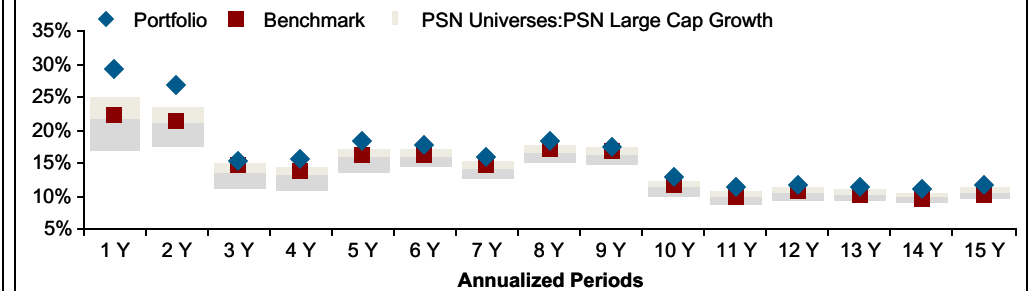
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
Jennison Large Cap Growth (Gross)	6.67%	11.37%	29.30%	15.49%	18.61%	15.95%	13.14%	36.10%	-1.19%	12.42%	10.98%	38.71%	16.46%
Jennison Large Cap Growth (Net)	5.92%	9.88%	25.85%	12.35%	15.37%	12.78%	10.04%	32.45%	-3.99%	9.39%	7.88%	35.00%	13.21%
Russell 1000 Growth	5.76%	7.25%	22.51%	14.98%	16.36%	14.88%	11.83%	30.21%	7.08%	5.67%	13.05%	33.48%	15.26%
Excess Return (Gross)	0.91%	4.12%	6.79%	0.51%	2.25%	1.07%	1.32%	5.89%	-8.27%	6.76%	-2.07%	5.22%	1.20%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

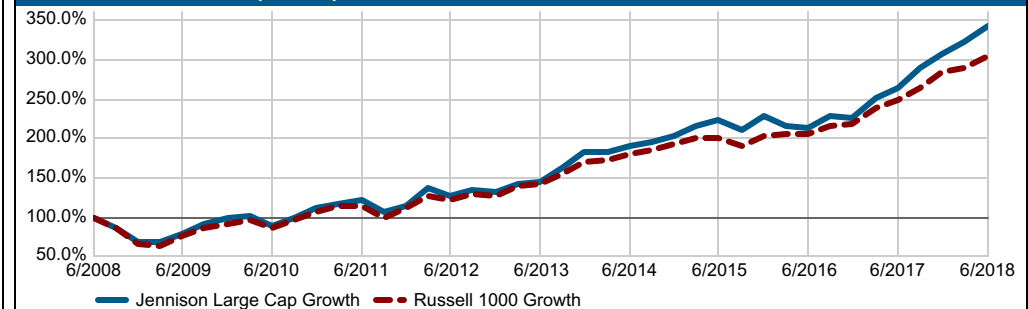
Performance Commentary

- The portfolio outperformed the Russell 1000 Growth for the quarter. Stock selection was positive and sector positioning was positive.
- The top contributing sectors were Consumer Discretionary, Industrials, and Consumer Staples. The top detracting sectors were Financials, Energy, and Information Technology. From an industry perspective, Internet & Direct Marketing Retail, IT Services, and Textiles Apparel & Luxury Goods added value, while Internet Software & Services, Banks, and Pharmaceuticals detracted.
- Within the portfolio, companies with a price/earnings greater than 20.0x contributed to returns while companies with a price/earnings between 12.0x and 16.0x detracted. And finally, companies with high beta tended to do better than companies with moderate beta during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



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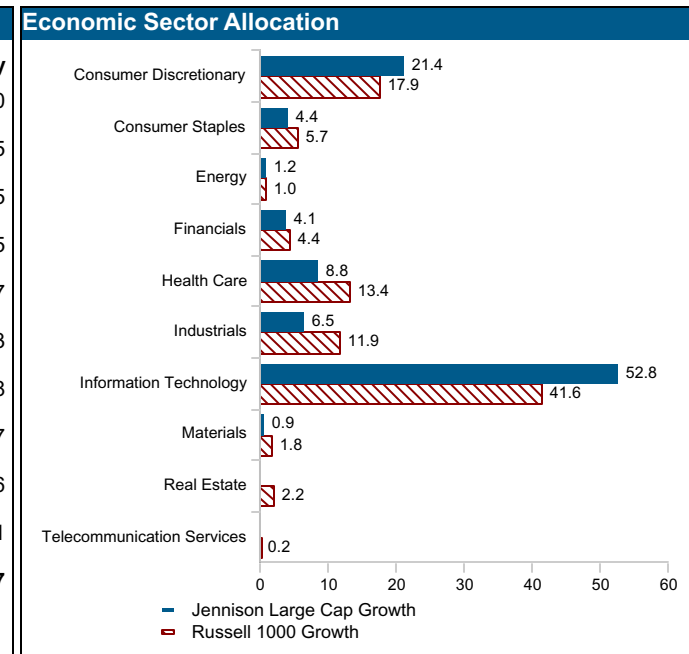
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

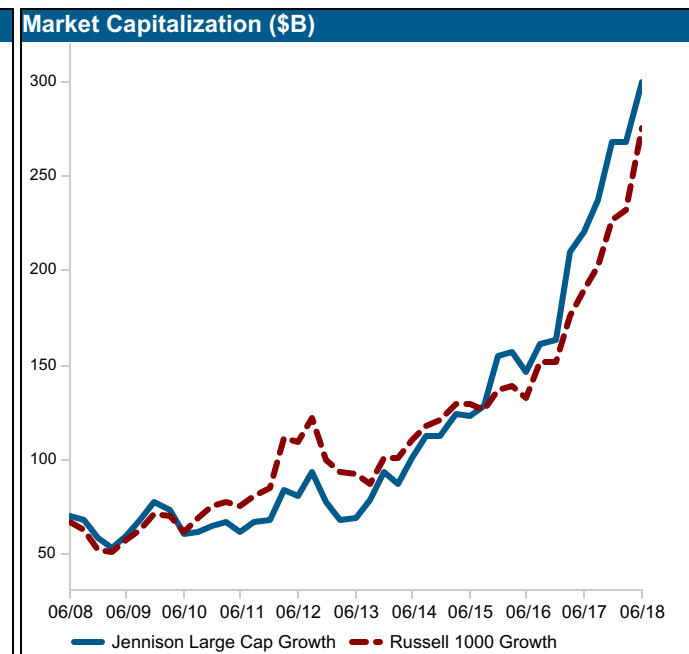
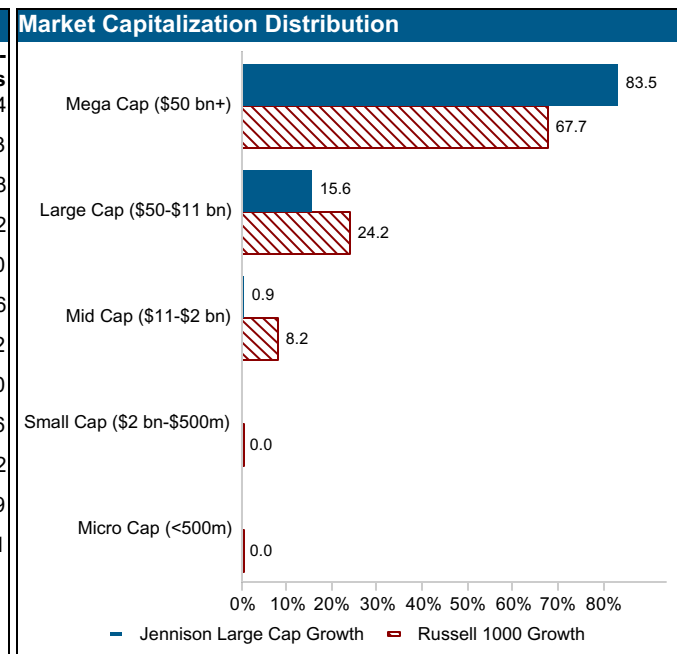
Portfolio Characteristics	Strategy	Bmk
# of Securities	50	542
Market Cap (\$M)	300,129	275,542
P/E - Trailing 12-Mo.	34.8	28.4
Adj. P/E - trailing 12-Mo.	29.5	25.2
P/E - Forecast FY1*	26.4	21.5
Price-to- Book	6.9	7.1
Return on Equity	19.1	24.3
EPS Growth - Forecast*	22.5	16.9
EPS Growth - Hist. 5 Year	19.2	14.3
Active Share	57.02	--

Top 10 Holdings	% of Equity
Amazon.com, Inc.	6.80
Alibaba Group Holding Ltd. Sponsored ADR	4.45
Netflix, Inc.	4.35
Microsoft Corporation	4.25
Facebook, Inc. Class A	3.97
Mastercard Incorporated Class A	3.93
Tencent Holdings Ltd. Un-sponsored ADR	3.48
Apple Inc.	3.37
Visa Inc. Class A	3.36
salesforce.com, inc.	3.21
Total	41.17



*Forecasts based on analysts' consensus

Quarterly Performance	Strategy (Gross)	Strategy (Net)	Bmk	Excess - Gross
3Q 2015	-5.43	-6.07	-5.29	-0.14
4Q 2015	8.75	8.05	7.32	1.43
1Q 2016	-5.74	-6.46	0.74	-6.48
2Q 2016	-1.41	-2.11	0.61	-2.02
3Q 2016	7.78	7.06	4.58	3.20
4Q 2016	-1.35	-2.06	1.01	-2.36
1Q 2017	10.63	9.88	8.91	1.72
2Q 2017	5.97	5.24	4.67	1.30
3Q 2017	8.66	7.93	5.90	2.76
4Q 2017	6.84	6.12	7.86	-1.02
1Q 2018	4.41	3.74	1.42	2.99
2Q 2018	6.67	5.92	5.76	0.91



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	3.52	0.09	1.26	1.35
Consumer Staples	-1.33	0.08	-0.01	0.08
Energy	0.15	0.01	-0.27	-0.25
Financials	-0.37	-0.07	-0.40	-0.47
Health Care	-4.62	0.03	-0.04	-0.02
Industrials	-5.35	0.40	0.08	0.47
Information Technology	11.23	0.35	-0.41	-0.06
Materials	-0.92	0.08	-0.02	0.06
Real Estate	-2.16	0.03	0.00	0.03
Telecommunication Services	-0.15	0.02	--	0.02
Utilities	--	-0.00	--	-0.00
Total	--	1.01	0.19	1.20

Economic Sector Attribution - Year to Date

	Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	3.52	0.12	2.63	2.75
Consumer Staples	-1.33	0.19	0.40	0.59
Energy	0.15	-0.10	-0.22	-0.32
Financials	-0.37	-0.01	-0.55	-0.55
Health Care	-4.62	0.10	-0.12	-0.02
Industrials	-5.35	0.48	-0.05	0.43
Information Technology	11.23	0.63	0.83	1.46
Materials	-0.92	0.26	-0.30	-0.04
Real Estate	-2.16	0.13	0.00	0.14
Telecommunication Services	-0.15	0.13	--	0.13
Utilities	--	0.01	--	0.01
Total	--	1.86	2.64	4.50

Top Contributors to Performance

Current Quarter

Current Quarter		Current Quarter		Current Quarter	
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Netflix, Inc.	4.65	1.37	Information Technology	51.75	3.99
Amazon.com, Inc.	6.31	1.03	Consumer Discretionary	21.30	3.24
Facebook, Inc. Class A	3.62	0.71	Health Care	8.17	0.37
salesforce.com, inc.	3.06	0.50	Materials	0.80	-0.00
Mastercard Incorporated C...	3.74	0.45	Real Estate	0.01	0.00

Year to Date

Year to Date		Year to Date		Year to Date	
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Netflix, Inc.	4.26	2.91	Information Technology	51.02	7.26
Amazon.com, Inc.	6.02	2.18	Consumer Discretionary	20.74	5.35
Mastercard Incorporated C...	3.63	1.00	Health Care	8.95	0.30
Adobe Systems Incorporate...	2.87	0.99	Consumer Staples	4.77	0.08
salesforce.com, inc.	2.86	0.86	Real Estate	0.04	-0.02

Bottom Contributors to Performance

Current Quarter

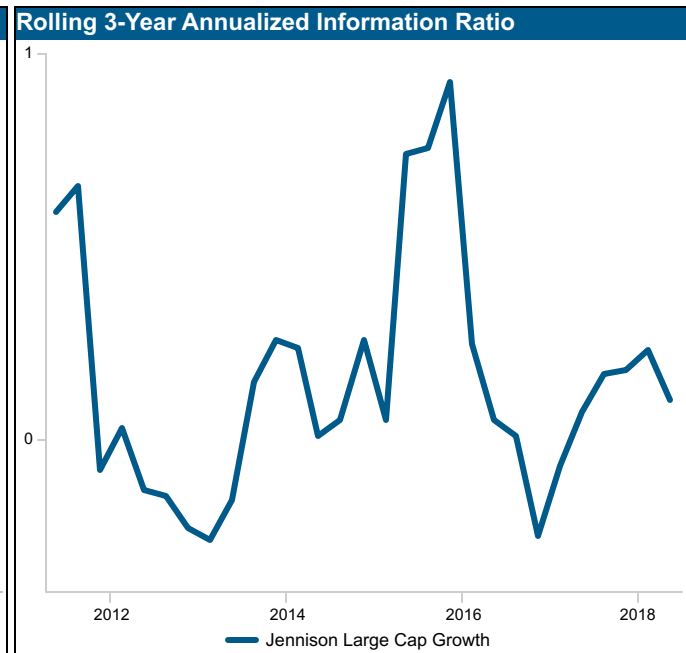
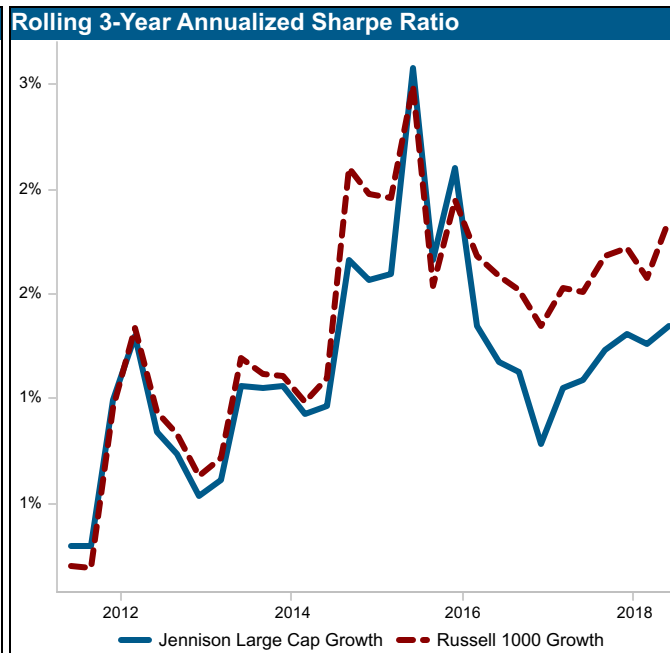
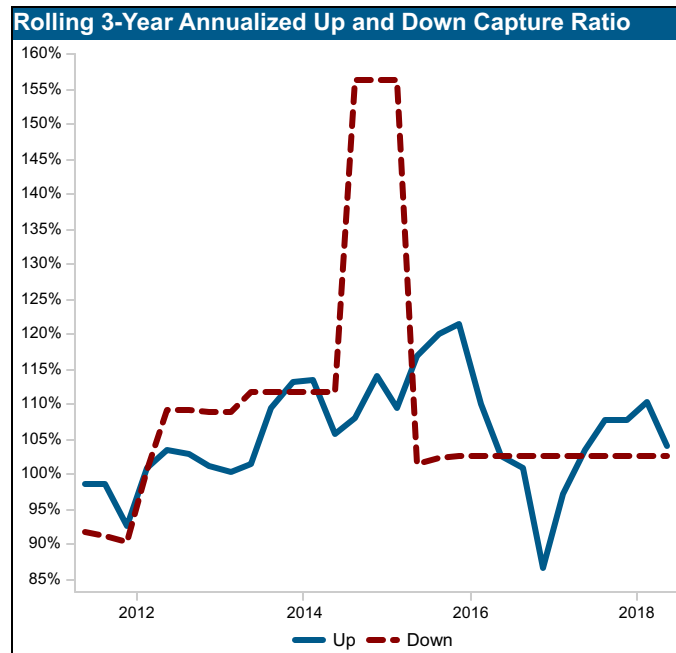
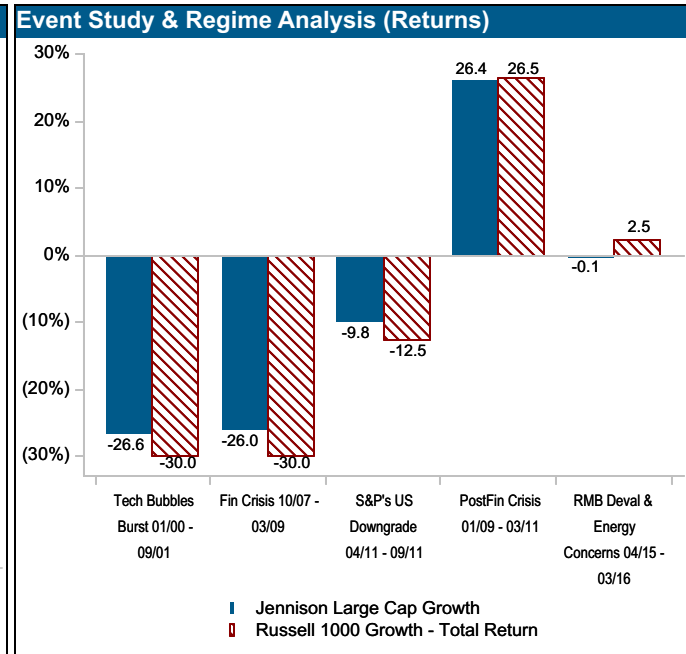
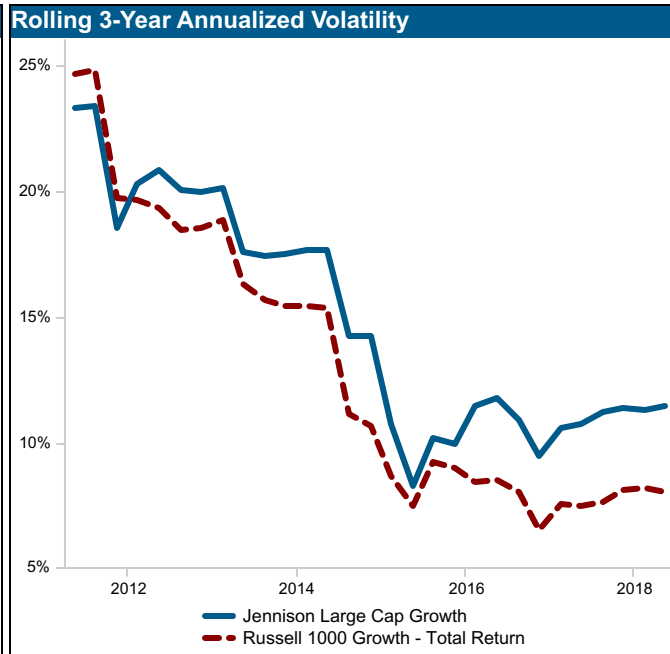
Current Quarter		Current Quarter		Current Quarter	
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Bristol-Myers Squibb Comp...	0.99	-0.29	Financials	4.69	-0.39
Goldman Sachs Group, Inc.	1.56	-0.20	Energy	1.36	-0.13
Charter Communications, I...	0.60	-0.19	Industrials	7.50	-0.11
Tencent Holdings Ltd. Uns...	3.40	-0.14	Consumer Staples	4.44	-0.01
Concho Resources Inc.	1.36	-0.13	Materials	0.80	-0.00

Year to Date

Year to Date		Year to Date		Year to Date	
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Albemarle Corporation	0.91	-0.32	Financials	4.57	-0.38
Celgene Corporation	0.87	-0.30	Materials	0.91	-0.32
Charter Communications, I...	1.01	-0.29	Energy	1.56	-0.26
Parker-Hannifin Corporati...	1.29	-0.29	Industrials	7.45	-0.24
Tencent Holdings Ltd. Uns...	2.89	-0.27	Real Estate	0.04	-0.02

Portfolio Performance and Risk Statistics (NAV)

Risk Statistics vs. Benchmark	3-Year	5-Year
Alpha	-3.1%	-1.3%
Beta	1.3	1.2
R2	79.7%	79.9%
Tracking Error	5.6%	5.0%
Information Ratio	0.1	0.5
Batting Average	58.3%	60.0%
Up Capture Ratio	104.0%	118.4%
Down Capture Ratio	102.6%	102.6%
Standard Deviation	11.5	10.4
Standard Deviation (Bmk)	8.1	7.6
Sharpe Ratio	1.3	1.8



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Russell 1000 Growth Index measures the performance of those Russell 1000 companies with higher price-to-book ratios and higher forecasted growth values.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

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Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status).

GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

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CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Strategy Description

The bottom-up fundamental investment approach includes a seven-step process that seeks to identify higher-quality companies trading at attractive valuations. The valuation discipline is the primary guide for purchases and sales, where purchases are made at a 30% (or better) discount to intrinsic value. The PMs are also "macro aware," which may steer sector positioning.

Stephanie Mergenthaler

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Trailing Returns

	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
John Hancock Fundamental Large Cap Core (Gross)	2.57%	1.36%	10.72%	11.74%	13.66%	13.74%	12.66%	21.22%	10.91%	7.34%	9.13%	33.42%	21.08%
John Hancock Fundamental Large Cap Core (Net)	1.83%	-0.05%	7.65%	8.64%	10.49%	10.58%	9.52%	17.85%	7.78%	4.38%	6.01%	29.80%	17.71%
S&P 500	3.43%	2.65%	14.37%	11.93%	13.42%	13.23%	10.17%	21.83%	11.96%	1.38%	13.69%	32.39%	16.00%
Excess Return (Gross)	-0.86%	-1.29%	-3.66%	-0.19%	0.24%	0.51%	2.49%	-0.61%	-1.05%	5.95%	-4.56%	1.03%	5.07%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

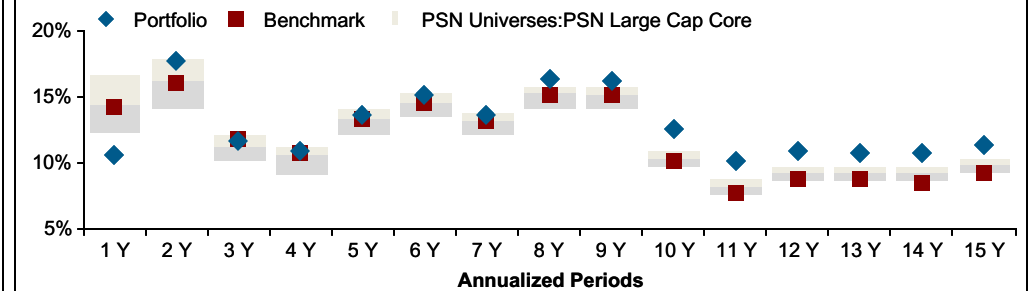
Performance Commentary

- The portfolio underperformed the S&P 500 for the quarter. Stock selection was negative and sector positioning was negative.

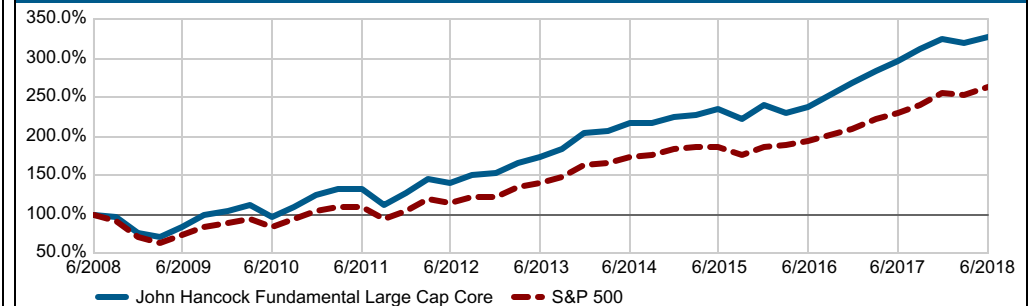
- The top contributing sectors were Consumer Discretionary, Industrials, and Consumer Staples. The top detracting sectors were Financials, Energy, and Health Care. From an industry perspective, Media, Internet & Direct Marketing Retail, and Technology Hardware Storage & Peripherals added value, while Capital Markets, Software, and Household Durables detracted.

- Within the portfolio, companies with a price/earnings greater than 20.0x contributed to returns while companies with a price/earnings between 12.0x and 16.0x detracted. And finally, companies with moderate beta tended to do better than companies with high beta during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

This report is only to be used in connection with investment advisory programs and not brokerage accounts.

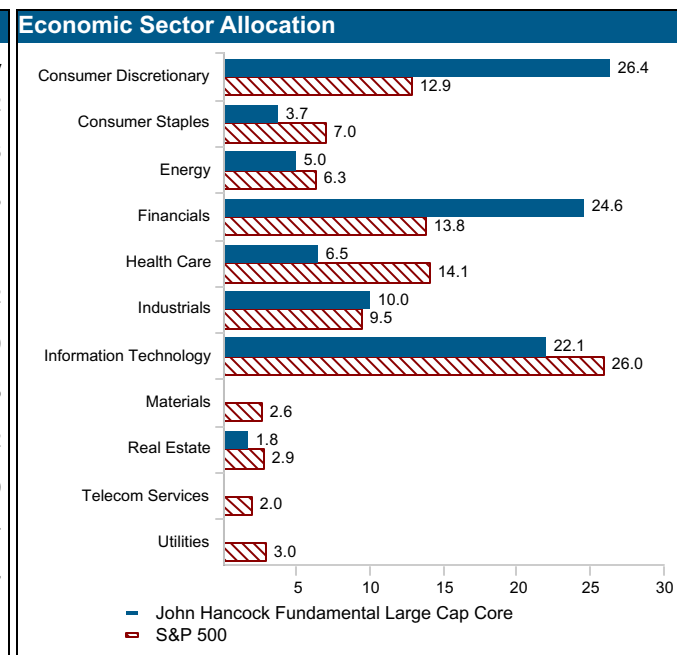
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

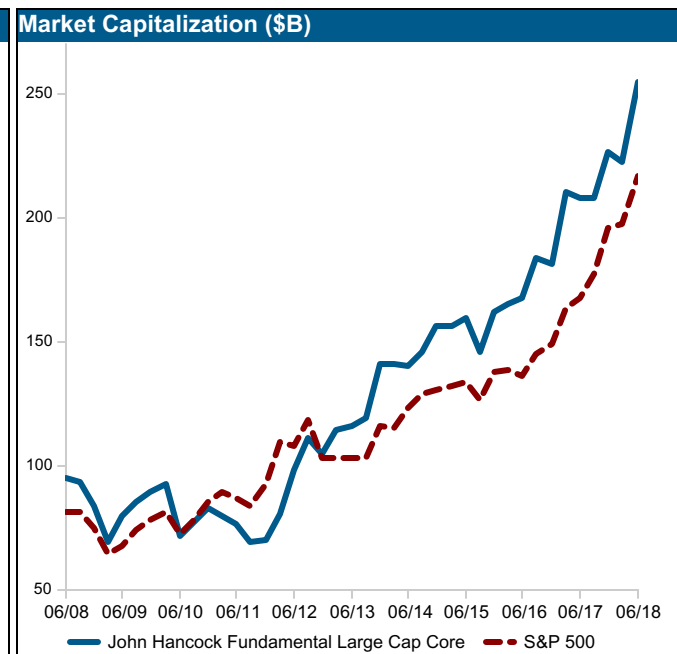
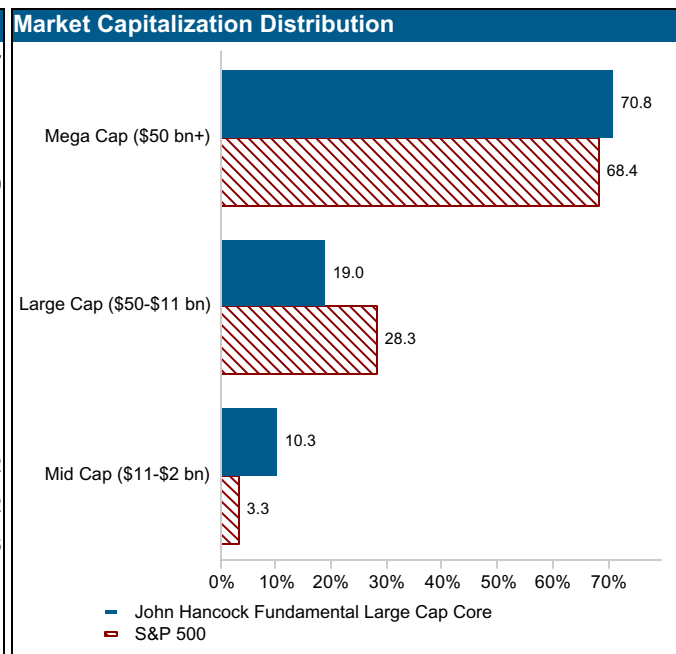
Portfolio Characteristics	Strategy	Bmk
# of Securities	42	505
Market Cap (\$M)	254,758	217,466
P/E - Trailing 12-Mo.	20.5	20.6
Adj. P/E - trailing 12-Mo.	18.1	18.5
P/E - Forecast FY1*	16.4	17.2
Price-to- Book	2.3	3.2
Return on Equity	11.2	19.6
EPS Growth - Forecast*	17.1	13.4
EPS Growth - Hist. 5 Year	14.4	9.9
Active Share	78.34	--

Top 10 Holdings	% of Equity
Amazon.com, Inc.	8.22
Apple Inc.	6.96
General Electric Company	6.23
Citigroup Inc.	4.91
Lennar Corporation Class A	4.22
Alphabet Inc. Class A	4.20
Bank of America Corp	4.15
Goldman Sachs Group, Inc.	4.02
Polaris Industries Inc.	3.59
Allergan plc	3.47
Total	49.97



*Forecasts based on analysts' consensus

Quarterly Performance	Strategy (Gross)	Strategy (Net)	Bmk	Excess - Gross
3Q 2015	-5.17	-5.82	-6.44	1.27
4Q 2015	7.95	7.25	7.04	0.91
1Q 2016	-4.14	-4.87	1.35	-5.49
2Q 2016	2.56	1.84	2.46	0.10
3Q 2016	6.77	6.05	3.85	2.92
4Q 2016	5.66	4.90	3.82	1.84
1Q 2017	6.47	5.72	6.07	0.40
2Q 2017	4.23	3.49	3.09	1.14
3Q 2017	4.81	4.08	4.48	0.33
4Q 2017	4.22	3.49	6.64	-2.42
1Q 2018	-1.18	-1.85	-0.76	-0.42
2Q 2018	2.57	1.83	3.43	-0.86



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	13.49	0.52	0.22	0.74
Consumer Staples	-3.17	0.28	-0.03	0.25
Energy	-1.39	-0.14	-0.04	-0.18
Financials	10.77	-0.74	-0.95	-1.69
Health Care	-7.62	-0.00	-0.16	-0.16
Industrials	0.47	-0.07	0.58	0.51
Information Technology	-3.90	-0.07	-0.09	-0.16
Materials	-2.61	0.03	--	0.03
Real Estate	-1.09	-0.03	-0.11	-0.13
Telecommunication Services	-2.00	0.08	--	0.08
Utilities	-2.95	-0.01	--	-0.01
Total	--	-0.15	-0.59	-0.74

Economic Sector Attribution - Year to Date

	Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	13.49	0.95	-0.22	0.73
Consumer Staples	-3.17	0.57	0.08	0.64
Energy	-1.39	-0.05	0.10	0.04
Financials	10.77	-0.77	-1.20	-1.97
Health Care	-7.62	0.04	0.16	0.20
Industrials	0.47	-0.09	-0.65	-0.74
Information Technology	-3.90	-0.22	-0.39	-0.61
Materials	-2.61	0.16	--	0.16
Real Estate	-1.09	0.02	-0.00	0.02
Telecommunication Services	-2.00	0.22	--	0.22
Utilities	-2.95	0.07	--	0.07
Total	--	0.86	-2.13	-1.26

Top Contributors to Performance

Current Quarter

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Amazon.com, Inc.	7.79	1.26	Consumer Discretionary	23.63	2.03
Apple Inc.	6.92	0.76	Information Technology	22.51	1.55
Facebook, Inc. Class A	3.07	0.60	Energy	4.71	0.56
Twenty-First Century Fox,...	1.30	0.42	Industrials	11.30	0.25
Liberty Media Corporation...	1.86	0.36	Health Care	7.83	0.13

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Amazon.com, Inc.	7.71	2.82	Energy	7.17	0.91
Apple Inc.	6.67	0.78	Health Care	6.83	0.54
Twenty-First Century Fox,...	1.24	0.50	Real Estate	6.23	0.17
Visa Inc. Class A	2.96	0.50	Consumer Discretionary	20.23	0.01
Workday, Inc. Class A	2.62	0.40	Industrials	0.96	-0.03

Bottom Contributors to Performance

Current Quarter

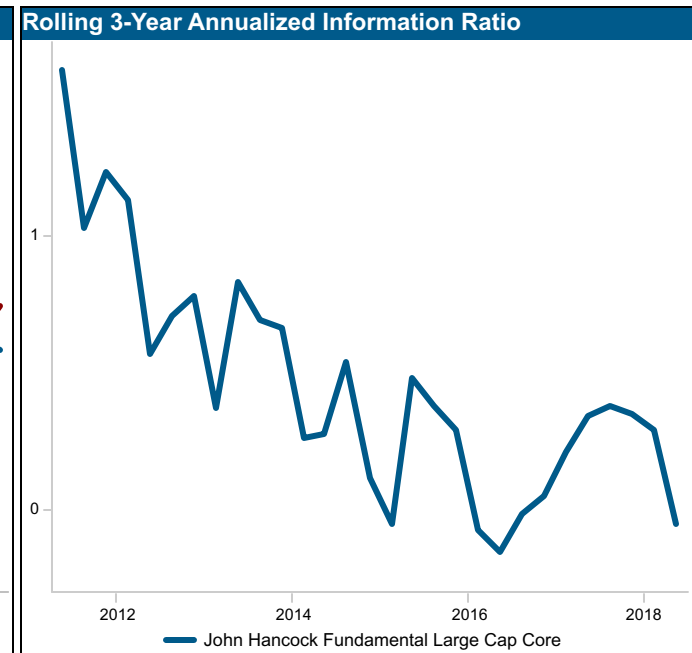
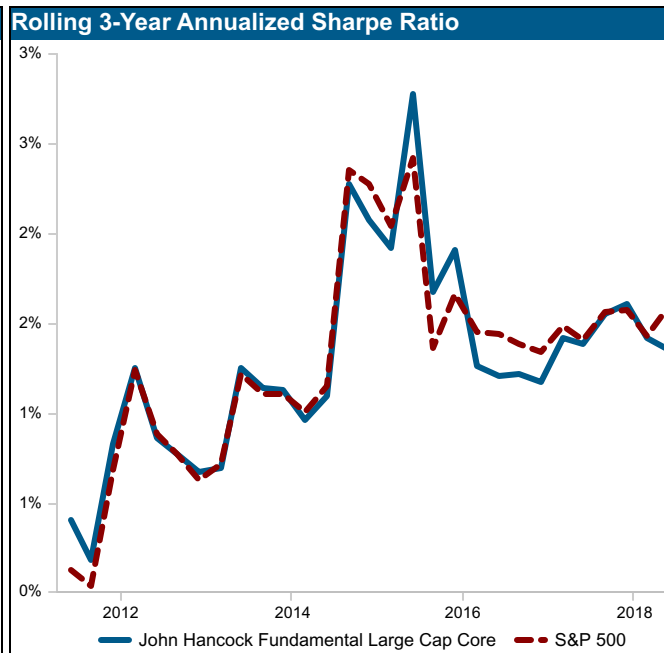
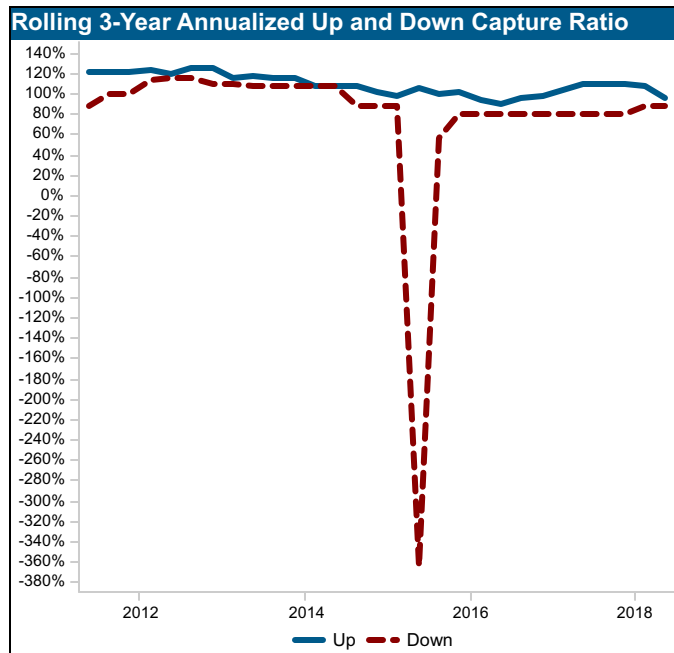
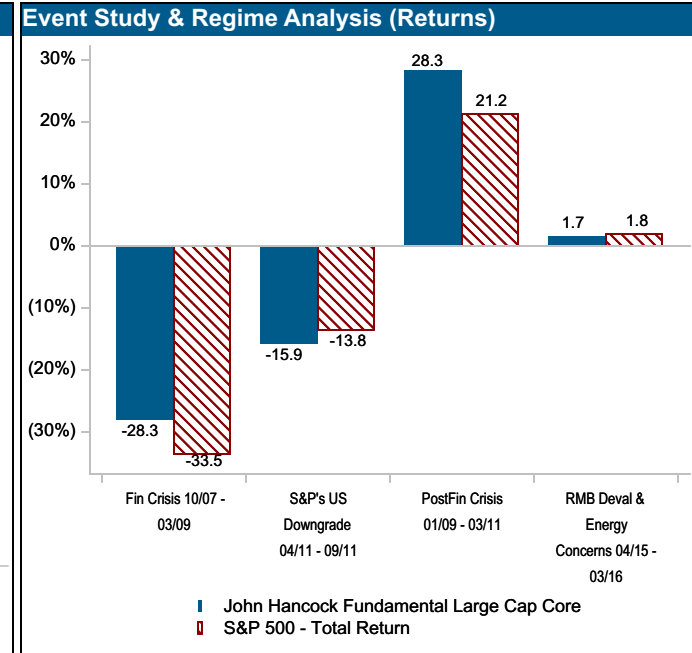
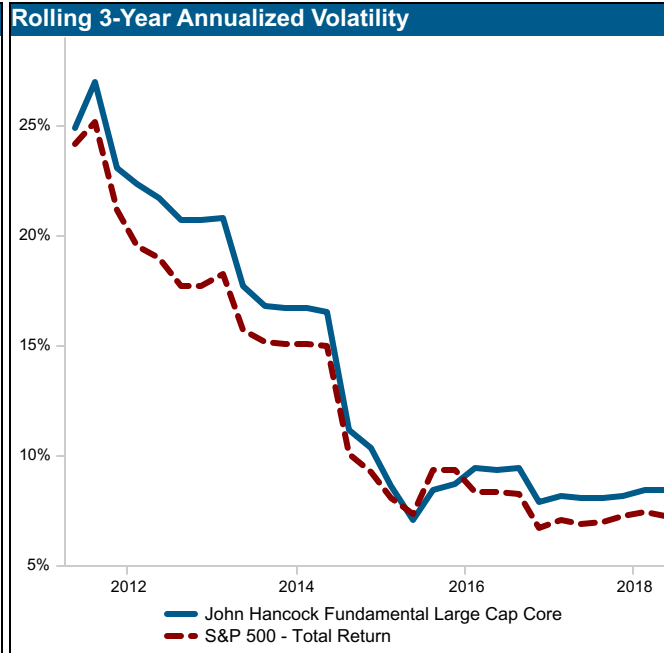
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Affiliated Managers Group...	2.22	-0.56	Financials	25.26	-1.75
Goldman Sachs Group, Inc.	4.19	-0.54	Consumer Staples	3.03	-0.08
Lennar Corporation Class...	3.45	-0.39	Real Estate	1.74	-0.00
Morgan Stanley	2.89	-0.35	Health Care	7.83	0.13
eBay Inc.	1.95	-0.32	Industrials	11.30	0.25

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
General Electric Company	6.31	-1.39	Information Technology	30.57	-1.77
Affiliated Managers Group...	2.48	-0.77	Financials	18.00	-0.94
Lennar Corporation Class...	3.48	-0.60	Consumer Staples	10.01	-0.52
Tempur Sealy Internationa...	2.17	-0.60	Industrials	0.96	-0.03
Goldman Sachs Group, Inc.	4.30	-0.59	Consumer Discretionary	20.23	0.01

Portfolio Performance and Risk Statistics (NAV)

Risk Statistics vs. Benchmark	3-Year	5-Year
Alpha	0.0%	0.5%
Beta	1.0	1.0
R2	73.5%	75.7%
Tracking Error	4.4%	3.9%
Information Ratio	0.0	0.1
Batting Average	66.7%	60.0%
Up Capture Ratio	95.8%	100.3%
Down Capture Ratio	88.0%	88.0%
Standard Deviation	8.5	8.0
Standard Deviation (Bmk)	7.4	7.0
Sharpe Ratio	1.4	1.7



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

S&P 500 Index is an index of 500 stocks chosen for market size, liquidity and industry grouping, among other factors. The S&P 500 is meant to reflect the risk/return characteristics of the large cap universe. Companies included in the index are selected by the S&P Index Committee, a team of analysts and economists at Standard & Poor's. The S&P 500 is a market value weighted index - each stock's weight is proportionate to its market value.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index. Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Strategy Description

The investment team seeks stocks with below average historical valuation as they believe a company's valuation relative to its history is a more important indicator of potential than its valuation relative to the market.

Thomas Hagen

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Trailing Returns

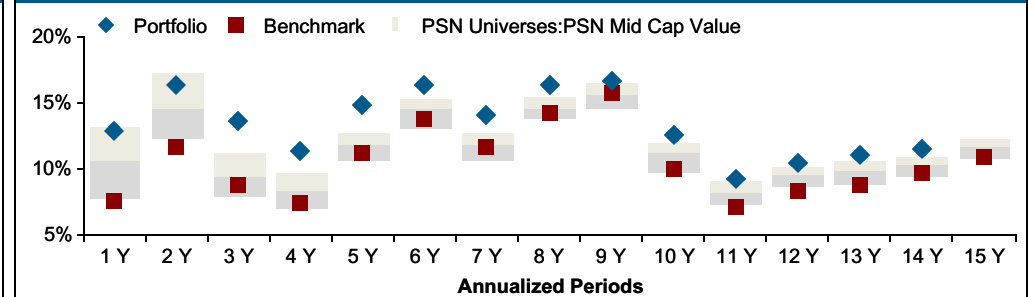
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
Chartwell Mid Cap Value (Gross)	4.48%	-0.16%	12.99%	13.74%	14.86%	14.22%	12.69%	20.58%	27.91%	-1.38%	10.38%	36.45%	18.47%
Chartwell Mid Cap Value (Net)	3.74%	-1.56%	9.85%	10.55%	11.62%	11.01%	9.52%	17.23%	24.28%	-4.24%	7.25%	32.72%	15.15%
Russell Midcap Value	2.41%	-0.16%	7.60%	8.80%	11.27%	11.70%	10.06%	13.34%	20.00%	-4.78%	14.75%	33.46%	18.51%
Excess Return (Gross)	2.07%	0.00%	5.40%	4.94%	3.59%	2.52%	2.63%	7.24%	7.92%	3.40%	-4.37%	2.99%	-0.04%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

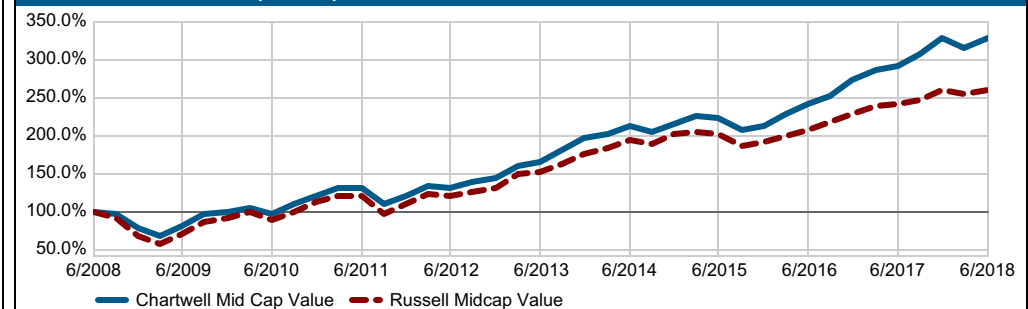
Performance Commentary

- The portfolio outperformed the Russell Midcap Value for the quarter. Stock selection was positive and sector positioning was negative.
- The top contributing sectors were Industrials, Real Estate, and Utilities. The top detracting sectors were Energy, Financials, and Consumer Staples. From an industry perspective, Machinery, Multi-Utilities, and Equity Real Estate Investment Trusts (REITs) added value, while Food Products, Oil Gas & Consumable Fuels, and Insurance detracted.
- Within the portfolio, companies with a price/earnings greater than 20.0x contributed to returns while companies with a price/earnings between 16.0x and 20.0x detracted. And finally, companies with moderate beta tended to do better than companies with high beta during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

This report is only to be used in connection with investment advisory programs and not brokerage accounts.

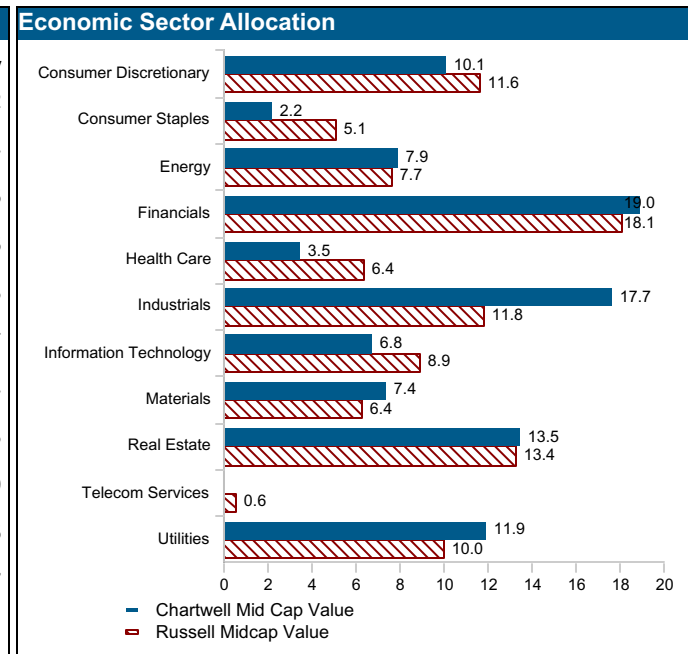
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

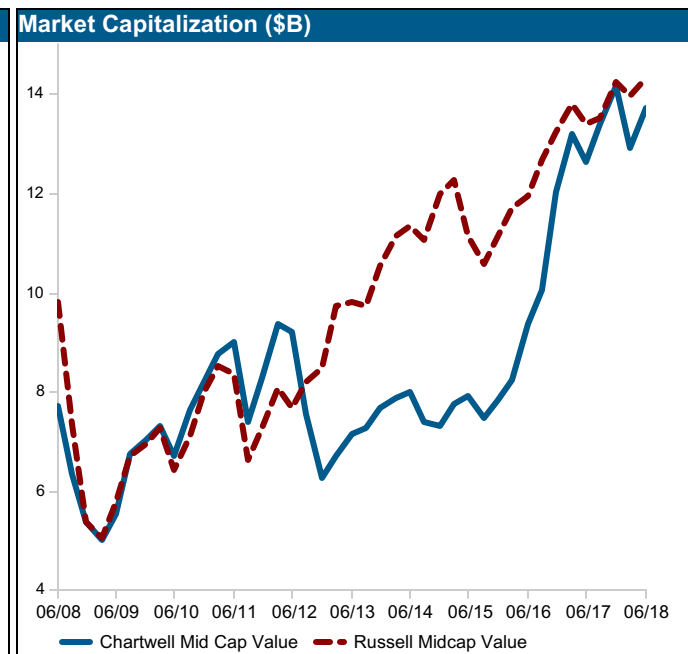
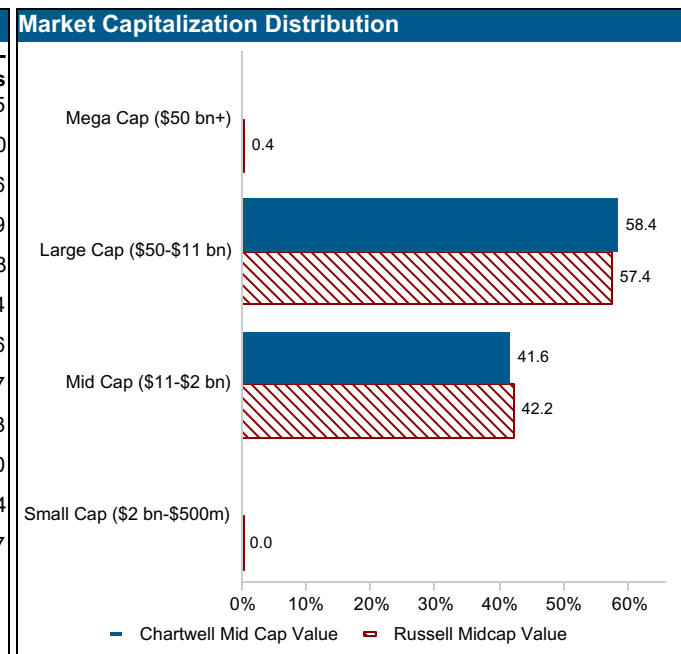
Portfolio Characteristics	Strategy	Bmk
# of Securities	36	596
Market Cap (\$M)	13,723	14,345
P/E - Trailing 12-Mo.	20.6	17.4
Adj. P/E - trailing 12-Mo.	20.3	16.3
P/E - Forecast FY1*	17.6	15.8
Price-to- Book	2.1	1.9
Return on Equity	11.7	11.3
EPS Growth - Forecast*	12.6	10.6
EPS Growth - Hist. 5 Year	8.6	7.8
Active Share	93.15	--

Top 10 Holdings	% of Equity
DCT Industrial Trust Inc.	4.42
J.B. Hunt Transport Services, Inc.	4.04
Vulcan Materials Company	3.75
Valvoline Inc.	3.65
Snap-on Incorporated	3.63
Allstate Corporation	3.57
Quest Diagnostics Incorporated	3.54
AutoZone, Inc.	3.43
CMS Energy Corporation	3.39
Expedia Group, Inc.	3.35
Total	36.77



*Forecasts based on analysts' consensus

Quarterly Performance	Strategy (Gross)	Strategy (Net)	Bmk	Excess - Gross
3Q 2015	-6.99	-7.66	-8.04	1.05
4Q 2015	2.72	2.03	3.12	-0.40
1Q 2016	7.38	6.57	3.92	3.46
2Q 2016	5.86	5.12	4.77	1.09
3Q 2016	3.37	2.65	4.45	-1.08
4Q 2016	8.86	8.07	5.52	3.34
1Q 2017	4.42	3.69	3.76	0.66
2Q 2017	2.04	1.31	1.37	0.67
3Q 2017	5.57	4.83	2.14	3.43
4Q 2017	7.20	6.45	5.50	1.70
1Q 2018	-4.44	-5.11	-2.50	-1.94
2Q 2018	4.48	3.74	2.41	2.07



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-1.52	0.04	0.20	0.24
Consumer Staples	-2.88	0.05	-0.32	-0.28
Energy	0.20	-0.49	-0.01	-0.50
Financials	0.85	0.01	-0.38	-0.37
Health Care	-2.87	0.08	0.23	0.31
Industrials	5.86	-0.61	2.14	1.53
Information Technology	-2.15	0.01	-0.14	-0.13
Materials	1.05	0.01	0.25	0.26
Real Estate	0.14	-0.02	0.70	0.68
Telecommunication Services	-0.55	-0.05	--	-0.05
Utilities	1.87	0.01	0.52	0.52
Total	--	-0.97	3.19	2.22

Economic Sector Attribution - Year to Date

	Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-1.52	0.07	0.36	0.42
Consumer Staples	-2.88	0.07	-0.41	-0.34
Energy	0.20	-0.39	-0.11	-0.51
Financials	0.85	-0.01	-1.08	-1.09
Health Care	-2.87	0.11	0.36	0.47
Industrials	5.86	-0.72	1.51	0.79
Information Technology	-2.15	-0.33	-0.29	-0.62
Materials	1.05	0.01	-0.29	-0.28
Real Estate	0.14	0.05	0.85	0.90
Telecommunication Services	-0.55	-0.08	--	-0.08
Utilities	1.87	0.03	0.45	0.48
Total	--	-1.31	1.35	0.03

Top Contributors to Performance

Current Quarter

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
DCT Industrial Trust Inc.	4.25	0.76	Real Estate	12.99	1.80
Vulcan Materials Company	3.66	0.47	Industrials	20.75	1.26
Ralph Lauren Corporation...	3.89	0.45	Utilities	13.78	1.07
Vectren Corporation	2.81	0.38	Energy	6.38	0.85
Host Hotels & Resorts, In...	2.70	0.37	Materials	6.33	0.40

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Ralph Lauren Corporation...	4.24	0.80	Real Estate	12.60	1.04
DCT Industrial Trust Inc.	4.03	0.62	Utilities	13.73	0.74
Vectren Corporation	2.88	0.37	Energy	5.42	0.51
Energen Corporation	0.87	0.29	Health Care	3.21	0.20
Hanover Insurance Group,...	2.71	0.29	Information Technology	4.57	0.08

Bottom Contributors to Performance

Current Quarter

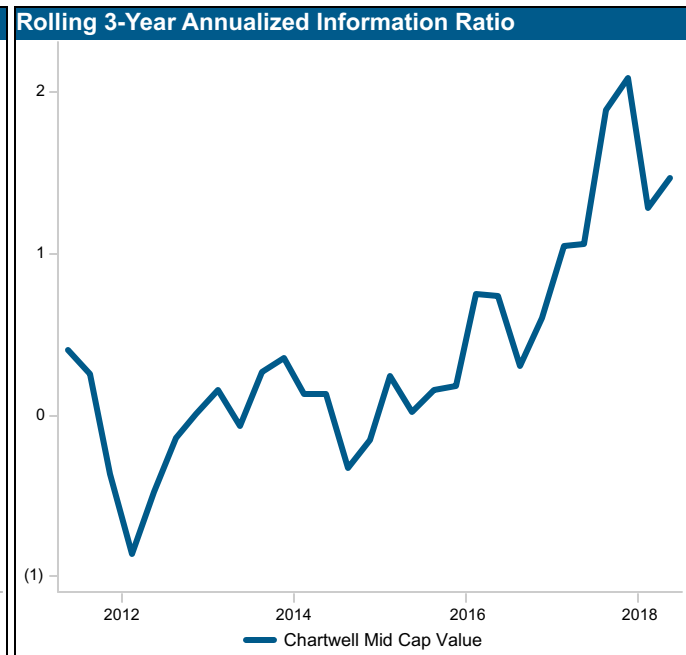
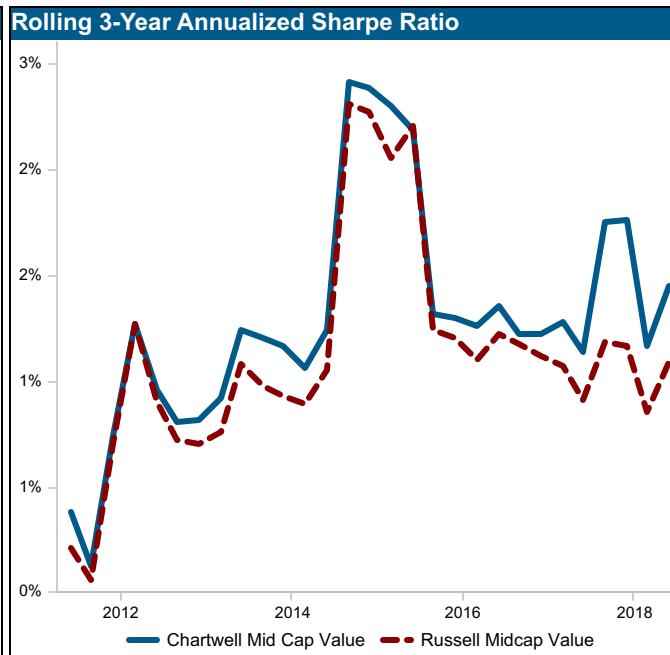
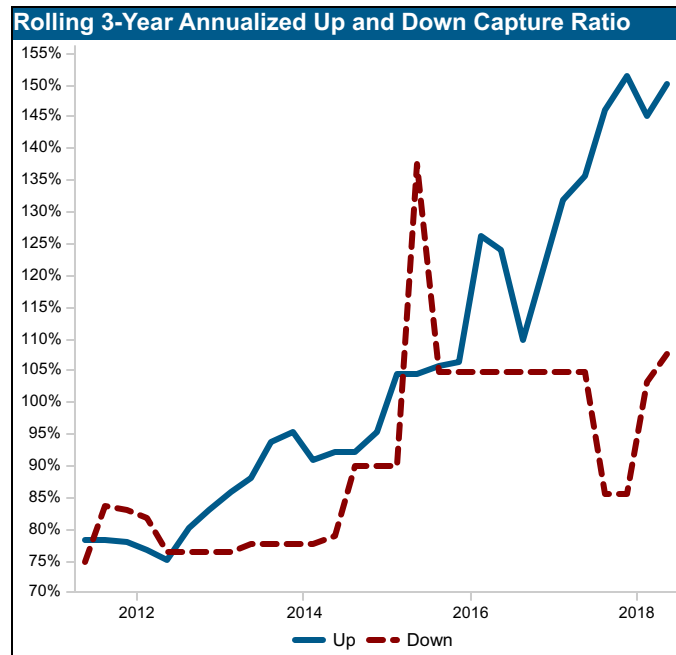
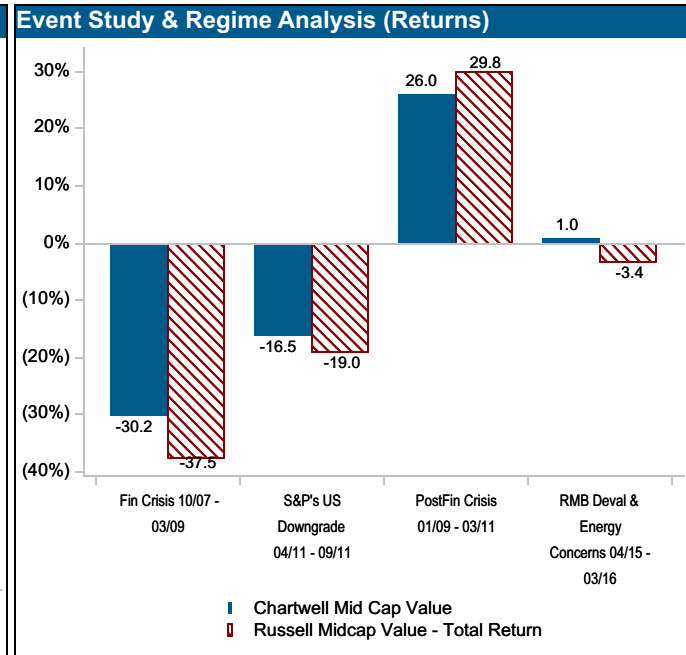
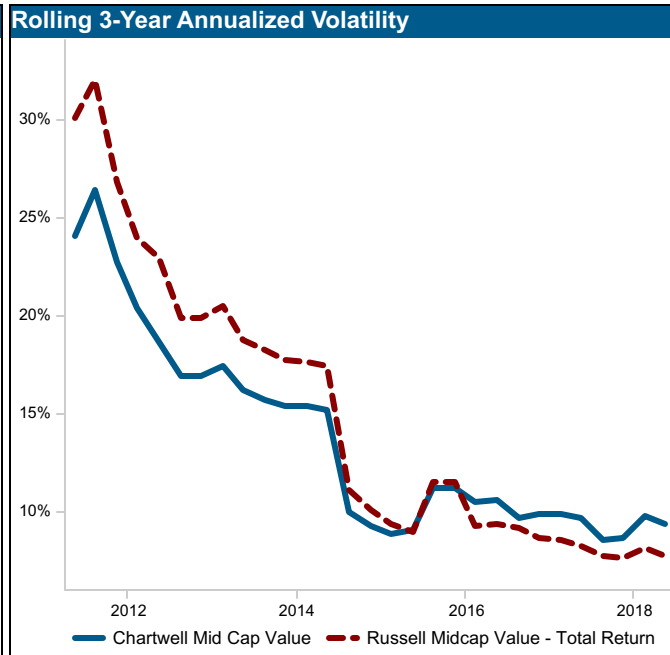
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Lincoln National Corporat...	3.71	-0.58	Financials	20.28	-0.89
Ingredion Incorporated	2.41	-0.38	Consumer Staples	2.41	-0.38
Toll Brothers, Inc.	1.53	-0.23	Information Technology	5.56	0.07
M&T Bank Corporation	1.96	-0.14	Consumer Discretionary	9.09	0.20
Expedia Group, Inc.	0.30	-0.13	Health Care	2.43	0.24

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Lincoln National Corporat...	3.96	-0.82	Financials	20.53	-1.53
Ingredion Incorporated	2.56	-0.59	Consumer Staples	2.56	-0.59
Allstate Corporation	3.84	-0.49	Materials	6.49	-0.39
Rockwell Automation, Inc.	2.78	-0.43	Industrials	21.31	-0.23
Valvoline Inc.	2.81	-0.43	Consumer Discretionary	9.57	0.03

Portfolio Performance and Risk Statistics (NAV)

Risk Statistics vs. Benchmark	3-Year	5-Year
Alpha	3.6%	2.3%
Beta	1.1	1.1
R2	87.3%	83.9%
Tracking Error	3.5%	3.9%
Information Ratio	1.5	1.0
Batting Average	75.0%	70.0%
Up Capture Ratio	150.2%	141.0%
Down Capture Ratio	107.6%	115.7%
Standard Deviation	9.4	9.4
Standard Deviation (Bmk)	7.8	7.8
Sharpe Ratio	1.5	1.6



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Russell Midcap Value Index measures the performance of those Russell Midcap companies with lower price-to-book ratios and lower forecasted growth values.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index. Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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DF Dent and Co Mid Cap Growth

Status: Focus List

Investment Style: US Mid Cap Growth

Benchmark: Russell Midcap Growth

June 30, 2018 (Q2)

Strategy Description

The firm employs a bottom-up, fundamental process that seeks companies that are consistent growers, have strong management and are unrecognized and under-researched. The strategy looks for companies that exhibit above average EPS growth, high returns on investment, strong free cash flow, sustainable growth, a competitive advantage and attractive relative valuations.

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Trailing Returns

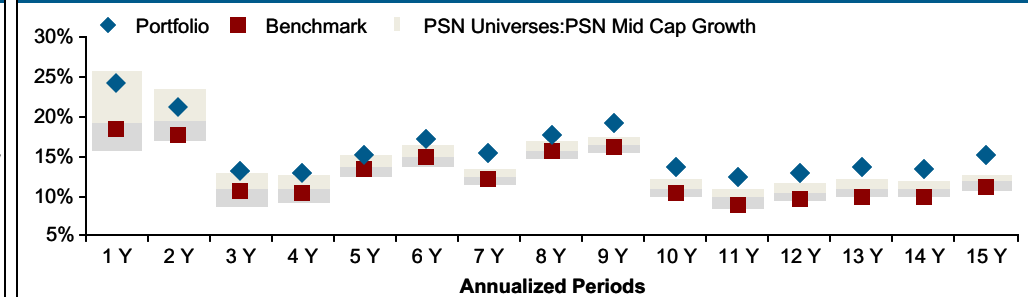
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
DF Dent and Co Mid Cap Growth (Gross)	3.82%	9.44%	24.20%	13.31%	15.13%	15.45%	13.60%	32.17%	5.36%	2.08%	3.83%	44.45%	19.80%
DF Dent and Co Mid Cap Growth (Net)	3.04%	7.85%	20.65%	10.03%	11.72%	12.07%	10.27%	28.43%	2.21%	-0.94%	0.52%	40.36%	16.32%
Russell Midcap Growth	3.16%	5.40%	18.52%	10.73%	13.37%	12.16%	10.45%	25.27%	7.33%	-0.20%	11.90%	35.74%	15.81%
Excess Return (Gross)	0.66%	4.04%	5.68%	2.58%	1.76%	3.30%	3.15%	6.90%	-1.97%	2.28%	-8.08%	8.71%	4.00%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

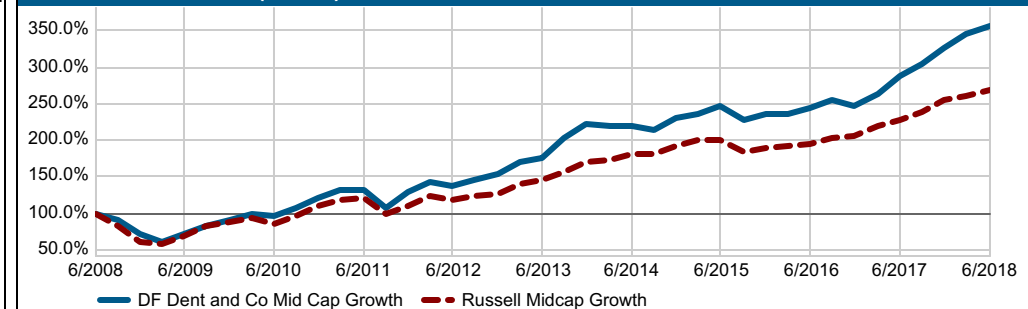
Performance Commentary

- The portfolio outperformed the Russell Midcap Growth for the quarter. Stock selection was positive and sector positioning was negative.
- The top contributing sectors were Industrials, Energy, and Materials. The top detracting sectors were Consumer Discretionary, Financials, and Real Estate. From an industry perspective, Semiconductors & Semiconductor Equipment, Professional Services, and Energy Equipment & Services added value, while Distributors, Trading Companies & Distributors, and Equity Real Estate Investment Trusts (REITs) detracted.
- Within the portfolio, companies with a price/earnings between 16.0x and 20.0x contributed to returns while companies with a price/earnings greater than 20.0x detracted. And finally, companies with high beta tended to do better than companies with low beta during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

This report is only to be used in connection with investment advisory programs and not brokerage accounts.

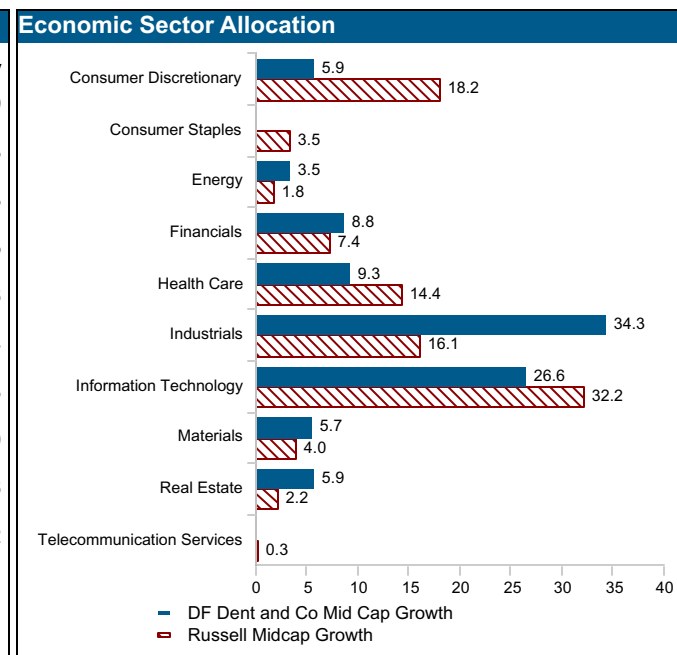
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

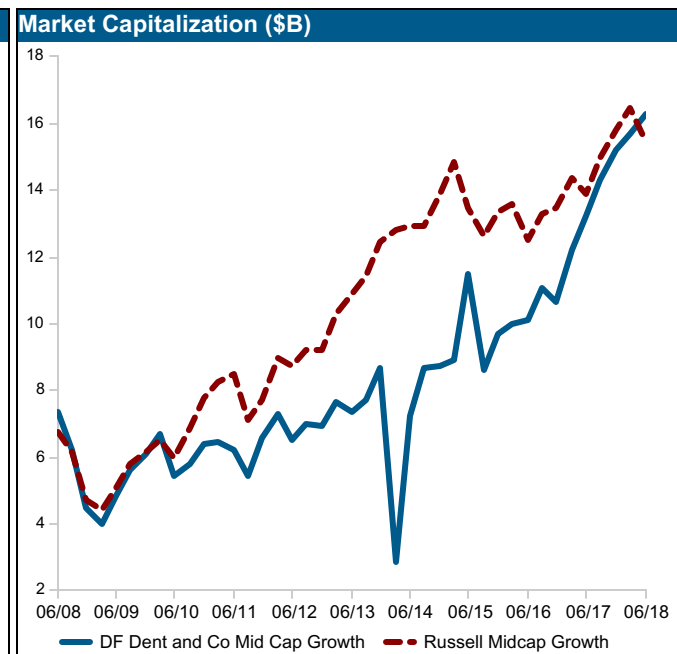
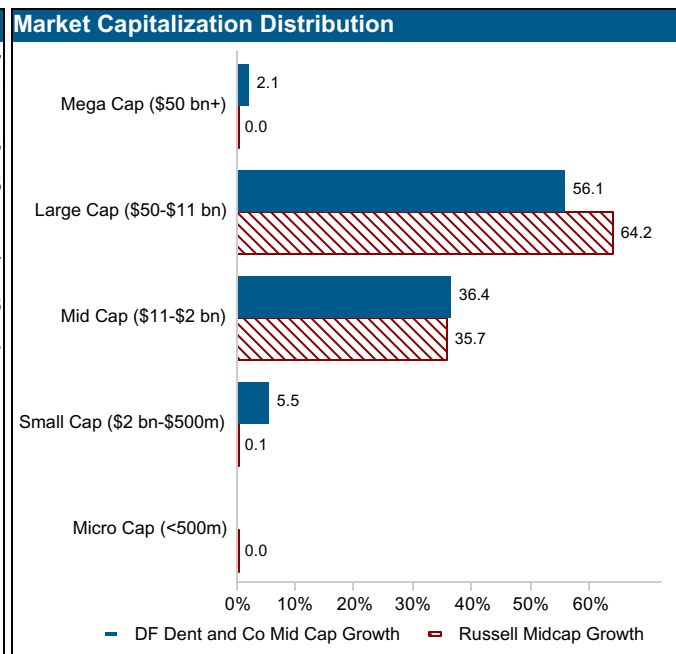
Portfolio Characteristics	Strategy	Bmk
# of Securities	33	415
Market Cap (\$M)	16,273	15,464
P/E - Trailing 12-Mo.	32.3	27.0
Adj. P/E - trailing 12-Mo.	31.0	25.2
P/E - Forecast FY1*	27.8	21.7
Price-to- Book	4.9	6.0
Return on Equity	18.1	20.6
EPS Growth - Forecast*	14.6	17.2
EPS Growth - Hist. 5 Year	12.5	15.7
Active Share	92.95	--

Top 10 Holdings	% of Equity
Verisk Analytics Inc	6.49
Ecolab Inc.	5.68
Illumina, Inc.	4.58
ANSYS, Inc.	4.25
Moody's Corporation	4.06
Tyler Technologies, Inc.	3.84
CarMax, Inc.	3.63
Fastenal Company	3.60
Waste Connections, Inc.	3.56
PROS Holdings, Inc.	3.52
Total	43.21



*Forecasts based on analysts' consensus

Quarterly Performance	Strategy (Gross)	Strategy (Net)	Bmk	Excess - Gross
3Q 2015	-7.66	-8.34	-7.99	0.33
4Q 2015	3.39	2.67	4.12	-0.73
1Q 2016	0.13	-0.68	0.58	-0.45
2Q 2016	3.25	2.50	1.56	1.69
3Q 2016	4.52	3.77	4.59	-0.07
4Q 2016	-2.50	-3.25	0.46	-2.96
1Q 2017	6.85	6.08	6.89	-0.04
2Q 2017	8.99	8.22	4.21	4.78
3Q 2017	6.05	5.28	5.28	0.77
4Q 2017	7.02	6.26	6.81	0.21
1Q 2018	5.41	4.67	2.17	3.24
2Q 2018	3.82	3.04	3.16	0.66



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter					Economic Sector Attribution - Year to Date				
	Relative Weights	Allocation Effect	Stock Selection	Total Effect		Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-12.35	-0.39	-0.38	-0.77	Consumer Discretionary	-12.35	0.11	-0.56	-0.45
Consumer Staples	-3.48	0.12	-0.03	0.09	Consumer Staples	-3.48	0.16	-0.02	0.14
Energy	1.73	0.09	0.18	0.27	Energy	1.73	0.04	0.39	0.43
Financials	1.46	-0.08	-0.50	-0.58	Financials	1.46	0.03	-0.39	-0.36
Health Care	-5.08	-0.10	0.34	0.24	Health Care	-5.08	-0.11	1.18	1.07
Industrials	18.18	-0.65	1.78	1.13	Industrials	18.18	-0.79	1.49	0.70
Information Technology	-5.59	-0.02	0.18	0.16	Information Technology	-5.59	-0.13	1.86	1.73
Materials	1.70	0.02	0.25	0.27	Materials	1.70	0.10	0.82	0.93
Real Estate	3.69	0.09	-0.42	-0.33	Real Estate	3.69	-0.14	0.30	0.16
Telecommunication Services	-0.25	-0.00	--	-0.00	Telecommunication Services	-0.25	0.03	--	0.03
Utilities	--	0.00	--	0.00	Utilities	--	0.01	--	0.01
Total	--	-0.92	1.40	0.48	Total	--	-0.97	5.07	4.09

Top Contributors to Performance

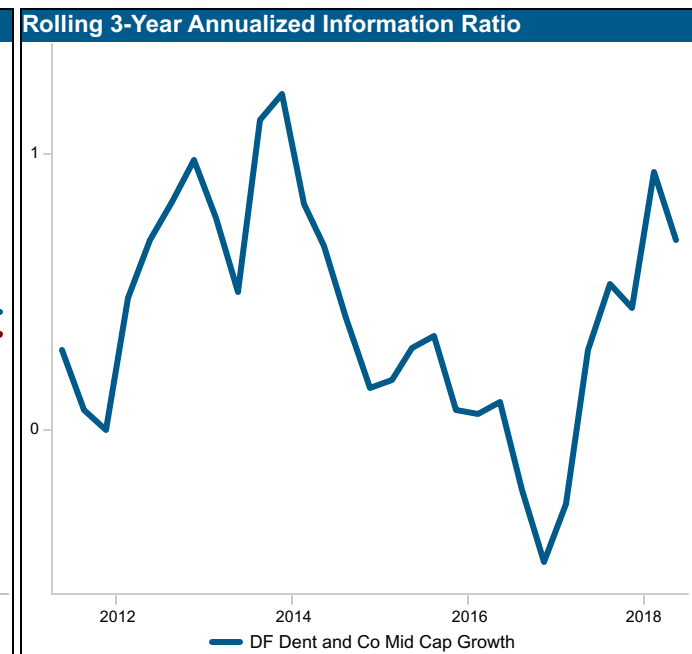
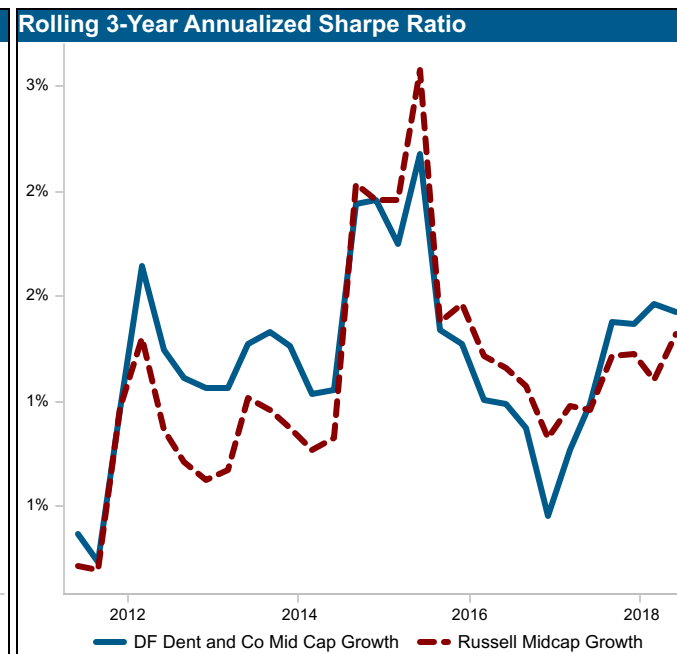
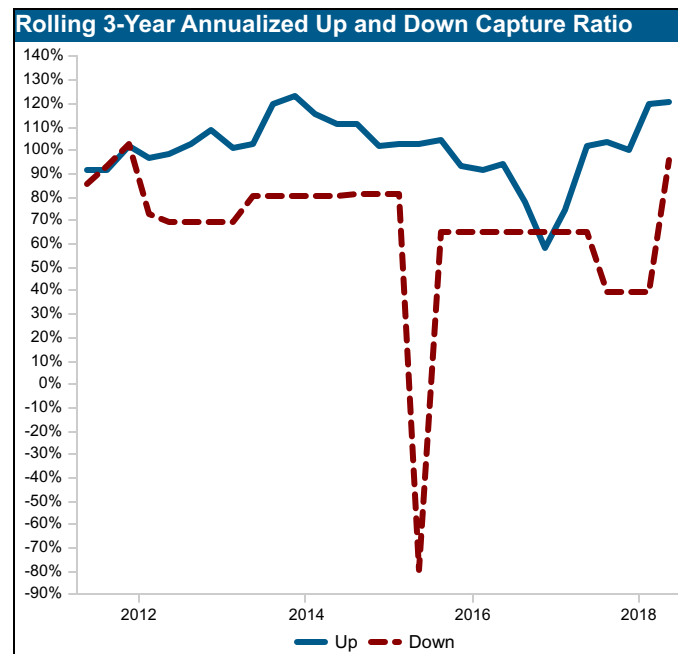
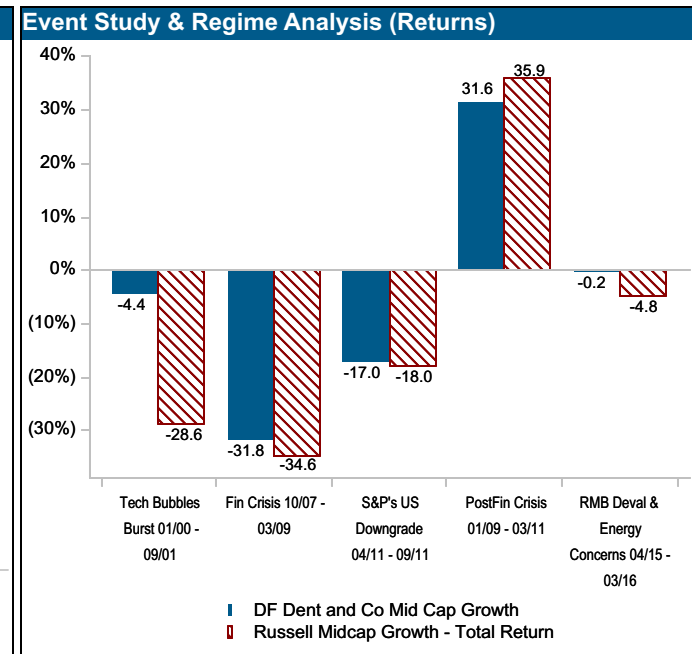
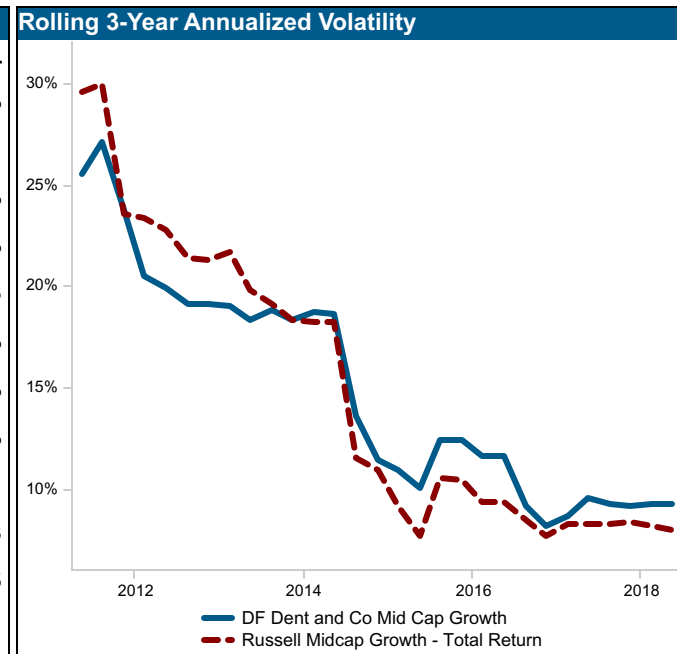
Current Quarter			Current Quarter			Year to Date			Year to Date		
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Illumina, Inc.	4.20	0.71	Industrials	33.38	1.49	PROS Holdings, Inc.	3.17	1.08	Information Technology	25.87	4.58
Core Laboratories NV	3.31	0.60	Information Technology	26.94	1.12	Illumina, Inc.	4.17	1.07	Health Care	9.52	2.30
CarMax, Inc.	3.26	0.54	Health Care	9.30	0.84	CoStar Group, Inc.	2.93	0.96	Industrials	33.36	1.59
ANSYS, Inc.	4.02	0.41	Energy	3.31	0.60	Red Hat, Inc.	4.12	0.90	Energy	3.17	0.59
Genesee & Wyoming, Inc. C...	2.95	0.41	Materials	5.93	0.28	Tyler Technologies, Inc.	3.79	0.89	Materials	5.69	0.37

Bottom Contributors to Performance

Current Quarter			Current Quarter			Year to Date			Year to Date		
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
SEI Investments Company	2.65	-0.55	Financials	9.56	-0.60	WageWorks, Inc.	2.98	-0.84	Consumer Discretionary	6.25	-0.28
LKQ Corporation	2.34	-0.48	Real Estate	5.59	-0.11	LKQ Corporation	2.72	-0.68	Consumer Staples	0.04	-0.02
Fastenal Company	2.79	-0.30	Consumer Staples	0.07	-0.02	Trimble Inc.	2.54	-0.51	Financials	10.27	0.07
Red Hat, Inc.	3.64	-0.26	Consumer Discretionary	5.92	0.02	Healthcare Services Group...	2.45	-0.48	Real Estate	5.84	0.28
Markel Corporation	2.62	-0.21	Materials	5.93	0.28	SEI Investments Company	3.34	-0.36	Materials	5.69	0.37

Portfolio Performance and Risk Statistics (NAV)

Risk Statistics vs. Benchmark	3-Year	5-Year
Alpha	1.9%	0.7%
Beta	1.1	1.1
R2	82.4%	71.0%
Tracking Error	3.9%	5.5%
Information Ratio	0.7	0.3
Batting Average	58.3%	55.0%
Up Capture Ratio	121.1%	107.9%
Down Capture Ratio	95.9%	64.9%
Standard Deviation	9.3	10.1
Standard Deviation (Bmk)	8.0	7.8
Sharpe Ratio	1.4	1.5



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Russell Midcap Growth Index measures the performance of those Russell Midcap companies with higher price-to-book ratios and higher forecasted growth values. The stocks are also members of the Russell 1000 Growth index.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Kayne Small Cap Quality Value

Status: Focus List

Investment Style: US Small Cap Value

Benchmark: Russell 2000 Value

June 30, 2018 (Q2)

Strategy Description

The Kayne Small Cap Quality Value is considered to be a concentrated low turnover strategy. The investment team employs a disciplined, bottom-up fundamental research approach attempting to identify high-quality companies with the following characteristics: Market Dominance, Financial Strength, Consistent Growth and Management Excellence.

Calvin Roach

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Calvin.Roach@ms.com
212-296-0864

Trailing Returns

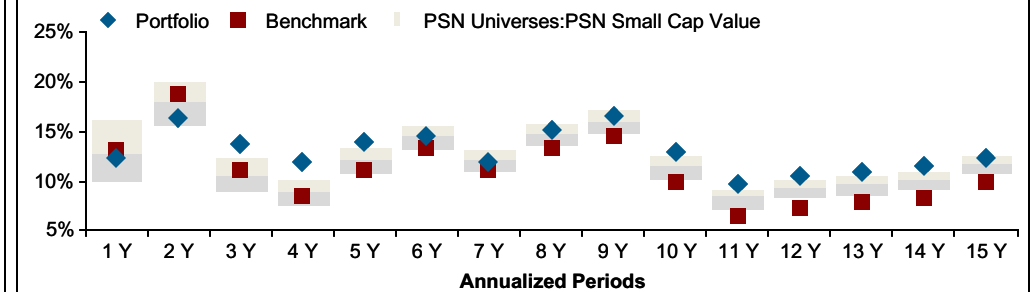
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
Kayne Small Cap Quality Value (Gross)	1.06%	-0.52%	12.37%	13.85%	13.98%	12.07%	12.89%	20.13%	25.79%	-0.20%	2.12%	40.07%	10.10%
Kayne Small Cap Quality Value (Net)	0.30%	-1.98%	9.14%	10.57%	10.69%	8.85%	9.67%	16.72%	22.08%	-3.09%	-0.89%	36.17%	6.91%
Russell 2000 Value	8.30%	5.44%	13.10%	11.22%	11.18%	11.10%	9.88%	7.84%	31.74%	-7.47%	4.22%	34.52%	18.05%
Excess Return (Gross)	-7.24%	-5.96%	-0.73%	2.64%	2.80%	0.97%	3.01%	12.29%	-5.95%	7.27%	-2.10%	5.55%	-7.95%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

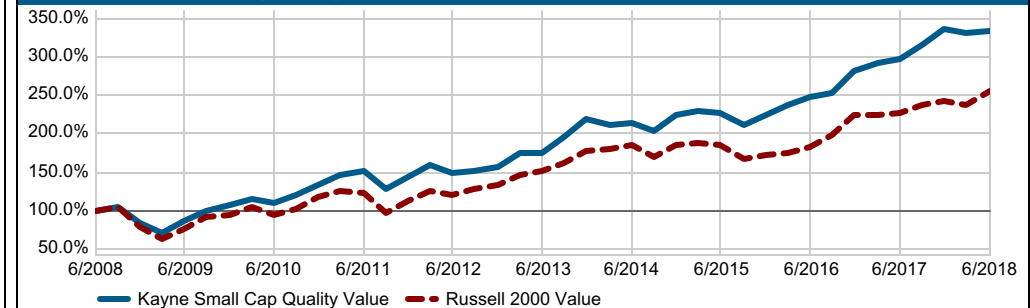
Performance Commentary

- The portfolio underperformed the Russell 2000 Value for the quarter. Stock selection was negative and sector positioning was negative.
- The top contributing sectors were Financials, Consumer Staples, and Information Technology. The top detracting sectors were Real Estate, Health Care, and Consumer Discretionary. From an industry perspective, Thrifts & Mortgage Finance, Banks, and Semiconductors & Semiconductor Equipment added value, while Real Estate Management & Development, Health Care Equipment & Supplies, and Automobiles detracted.
- Within the portfolio, companies with a price/earnings greater than 20.0x detracted from returns. And finally, companies with high beta tended to do better than companies with moderate beta during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

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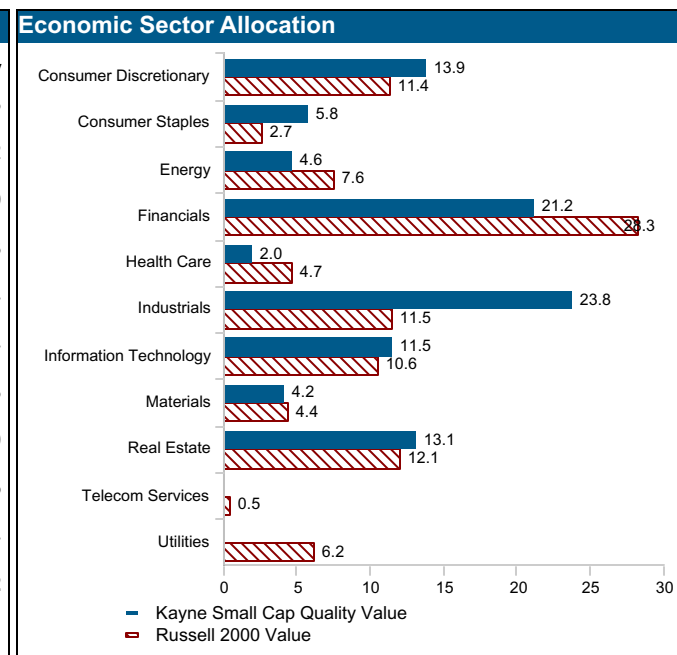
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

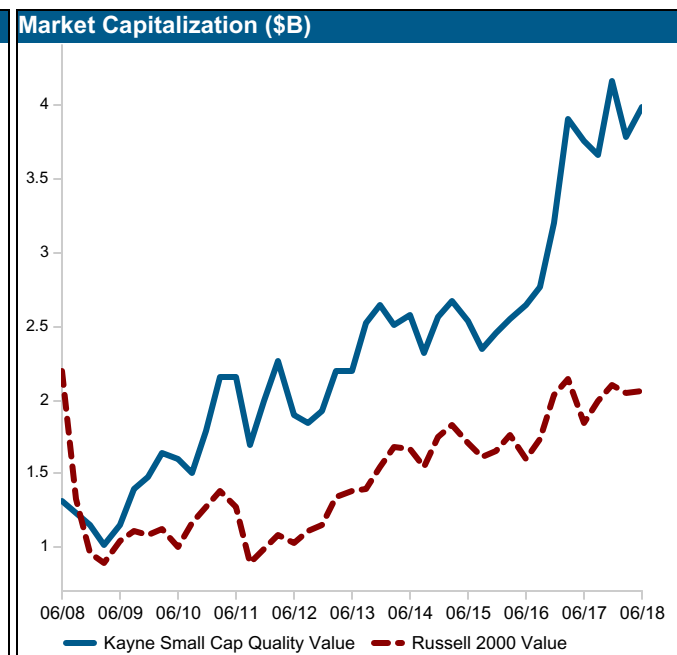
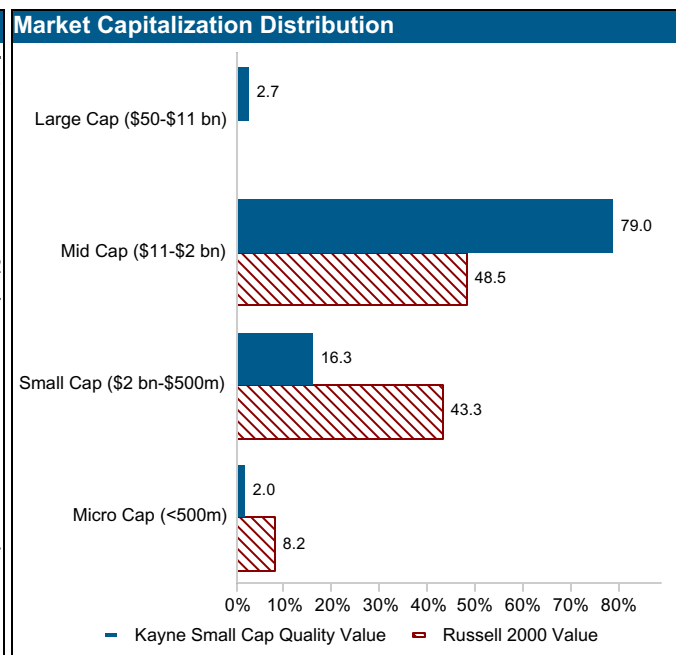
Portfolio Characteristics		
	Strategy	Bmk
# of Securities	28	1364
Market Cap (\$M)	3,980	2,065
P/E - Trailing 12-Mo.	23.5	14.9
Adj. P/E - trailing 12-Mo.	21.8	14.1
P/E - Forecast FY1*	20.4	15.2
Price-to- Book	4.1	1.5
Return on Equity	24.4	6.9
EPS Growth - Forecast*	13.3	9.7
EPS Growth - Hist. 5 Year	7.3	5.4
Active Share	99.70	--

Top 10 Holdings	
	% of Equity
MGM Growth Properties LLC Class A	5.33
SiteOne Landscape Supply, Inc.	5.22
Landstar System, Inc.	5.09
RBC Bearings Incorporated	4.68
Core Laboratories NV	4.64
Bank of Hawaii Corporation	4.54
RE/MAX Holdings, Inc.	4.53
Primerica, Inc.	4.20
Scotts Miracle-Gro Company Class A	4.15
Cinemark Holdings, Inc.	4.04
Total	46.42



*Forecasts based on analysts' consensus

Quarterly Performance				
	Strategy (Gross)	Strategy (Net)	Bmk	Excess - Gross
3Q 2015	-6.99	-7.67	-10.73	3.74
4Q 2015	5.55	4.83	2.88	2.67
1Q 2016	6.12	5.32	1.70	4.42
2Q 2016	4.40	3.63	4.31	0.09
3Q 2016	2.75	2.00	8.87	-6.12
4Q 2016	10.50	9.66	14.07	-3.57
1Q 2017	4.39	3.65	-0.13	4.52
2Q 2017	1.88	1.14	0.67	1.21
3Q 2017	6.15	5.39	5.11	1.04
4Q 2017	6.41	5.65	2.05	4.36
1Q 2018	-1.56	-2.27	-2.64	1.08
2Q 2018	1.06	0.30	8.30	-7.24



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter					Economic Sector Attribution - Year to Date				
	Relative Weights	Allocation Effect	Stock Selection	Total Effect		Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	2.45	-0.01	-1.59	-1.60	Consumer Discretionary	2.45	0.01	-2.35	-2.34
Consumer Staples	3.12	-0.07	0.39	0.33	Consumer Staples	3.12	-0.19	1.34	1.16
Energy	-2.96	-0.30	-0.16	-0.47	Energy	-2.96	-0.09	0.25	0.16
Financials	-7.11	0.34	0.00	0.34	Financials	-7.11	-0.04	-0.72	-0.76
Health Care	-2.64	-0.17	-1.44	-1.60	Health Care	-2.64	-0.07	-2.84	-2.91
Industrials	12.24	-0.32	-0.87	-1.18	Industrials	12.24	-0.18	0.06	-0.12
Information Technology	0.91	0.00	0.02	0.02	Information Technology	0.91	0.05	0.42	0.47
Materials	-0.26	0.01	-0.39	-0.38	Materials	-0.26	0.06	-1.06	-1.00
Real Estate	1.03	0.15	-3.42	-3.27	Real Estate	1.03	0.12	-1.22	-1.11
Telecommunication Services	-0.54	-0.04	--	-0.04	Telecommunication Services	-0.54	0.02	--	0.02
Utilities	-6.23	-0.01	--	-0.01	Utilities	-6.23	0.26	--	0.26
Total	--	-0.39	-7.45	-7.83	Total	--	-0.07	-6.12	-6.19

Top Contributors to Performance

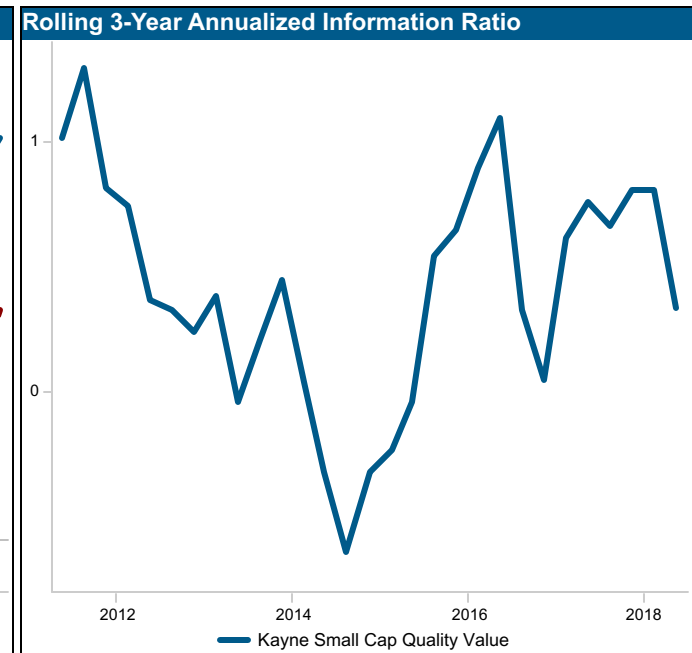
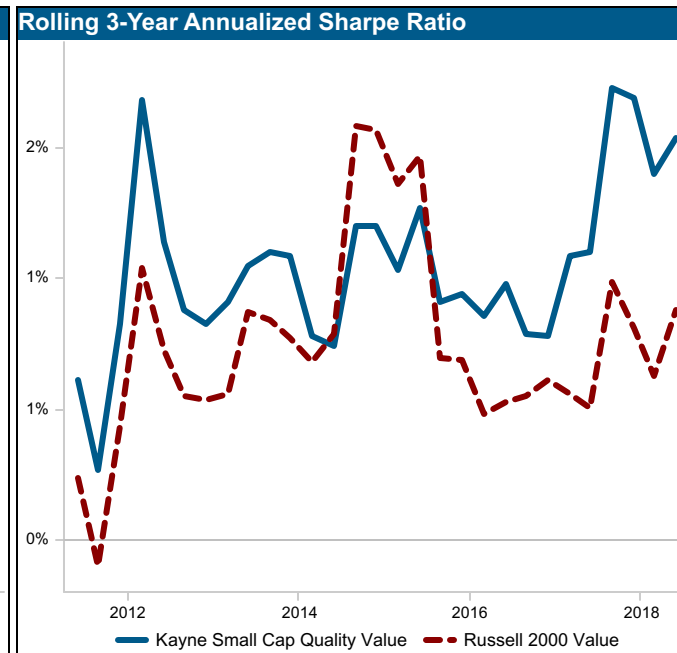
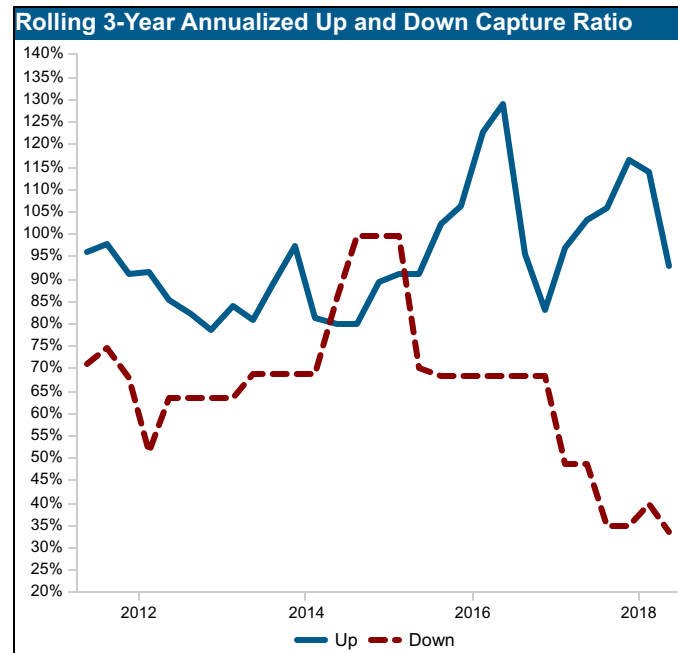
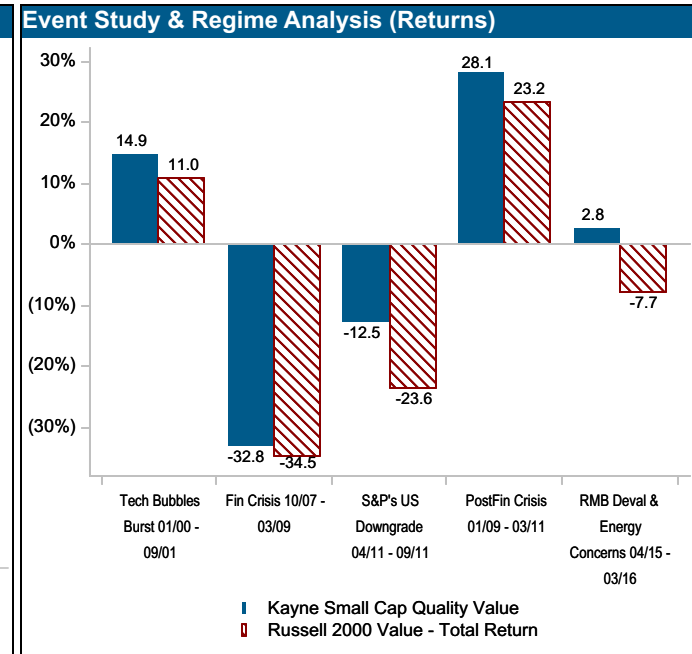
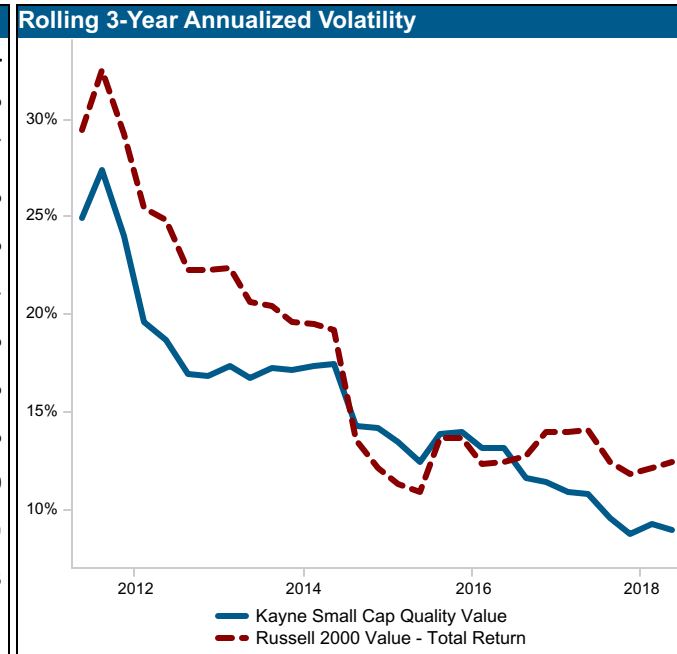
Current Quarter			Current Quarter			Year to Date			Year to Date		
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Core Laboratories NV	4.49	0.70	Financials	20.90	0.93	WD-40 Company	4.16	0.98	Consumer Staples	5.17	1.26
MGM Growth Properties LLC...	4.78	0.67	Information Technology	11.42	0.84	Core Laboratories NV	4.22	0.65	Information Technology	12.31	1.02
Cheesecake Factory Incorp...	3.37	0.45	Consumer Staples	5.37	0.72	RE/MAX Holdings, Inc.	4.92	0.49	Industrials	24.04	1.00
Houlihan Lokey, Inc. Clas...	2.85	0.42	Energy	4.49	0.70	Cheesecake Factory Incorp...	3.17	0.48	Energy	4.22	0.65
WD-40 Company	3.72	0.41	Industrials	24.41	0.52	First Financial Bankshare...	3.43	0.46	Financials	19.83	0.21

Bottom Contributors to Performance

Current Quarter			Current Quarter			Year to Date			Year to Date		
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
HFF, Inc. Class A	3.63	-1.54	Real Estate	13.22	-1.56	Thor Industries, Inc.	4.28	-1.83	Health Care	3.75	-2.17
Anika Therapeutics, Inc.	2.61	-1.10	Health Care	2.61	-1.10	Anika Therapeutics, Inc.	3.02	-1.45	Consumer Discretionary	13.61	-1.51
RE/MAX Holdings, Inc.	4.81	-0.69	Consumer Discretionary	13.40	-0.52	HFF, Inc. Class A	4.04	-1.25	Materials	4.13	-0.91
Thor Industries, Inc.	3.73	-0.65	Materials	4.18	-0.08	Scotts Miracle-Gro Compan...	4.13	-0.91	Real Estate	12.94	-0.34
Cinemark Holdings, Inc.	4.27	-0.30	Industrials	24.41	0.52	Patterson Companies, Inc.	0.73	-0.72	Financials	19.83	0.21

Portfolio Performance and Risk Statistics (NAV)

Risk Statistics vs. Benchmark	3-Year	5-Year
Alpha	7.5%	5.6%
Beta	0.5	0.7
R2	57.5%	64.6%
Tracking Error	8.2%	7.3%
Information Ratio	0.3	0.4
Batting Average	75.0%	70.0%
Up Capture Ratio	93.0%	99.3%
Down Capture Ratio	33.5%	50.4%
Standard Deviation	9.0	11.0
Standard Deviation (Bmk)	12.5	12.0
Sharpe Ratio	1.5	1.3



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depository Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Russell 2000 Value Index measures the performance of those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values.

Important Disclosures

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FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index. Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Geneva Small Cap Growth

Status: Focus List

Investment Style: US Small Cap Growth

Benchmark: Russell 2000 Growth

June 30, 2018 (Q2)

Margarita Triantafyllidou

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Strategy Description

The strategy seeks to invest in high quality companies with above average historical and projected earnings growth. Geneva focuses on companies that they believe have a sustainable competitive advantage, industry leadership, experienced management and solid financials.

Trailing Returns

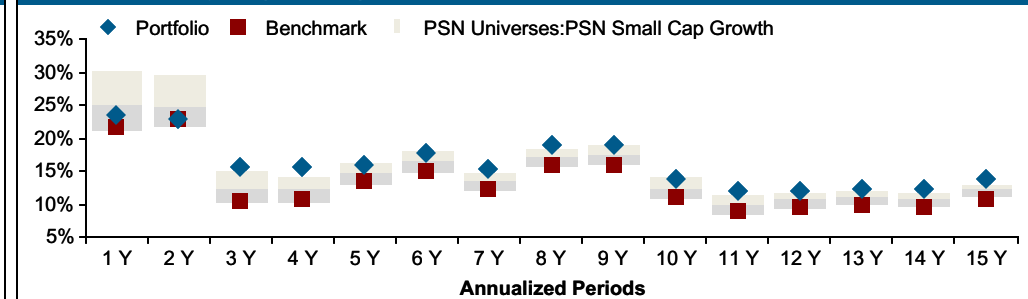
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
Geneva Small Cap Growth (Gross)	6.20%	12.36%	23.60%	15.82%	16.06%	15.43%	14.03%	23.62%	11.99%	11.69%	-1.76%	45.18%	17.78%
Geneva Small Cap Growth (Net)	5.41%	10.73%	20.01%	12.44%	12.67%	12.06%	10.69%	20.02%	8.61%	8.44%	-4.68%	41.08%	14.33%
Russell 2000 Growth	7.23%	9.70%	21.86%	10.60%	13.65%	12.50%	11.24%	22.17%	11.32%	-1.38%	5.60%	43.30%	14.59%
Excess Return (Gross)	-1.03%	2.66%	1.73%	5.22%	2.41%	2.93%	2.79%	1.45%	0.67%	13.07%	-7.37%	1.88%	3.19%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

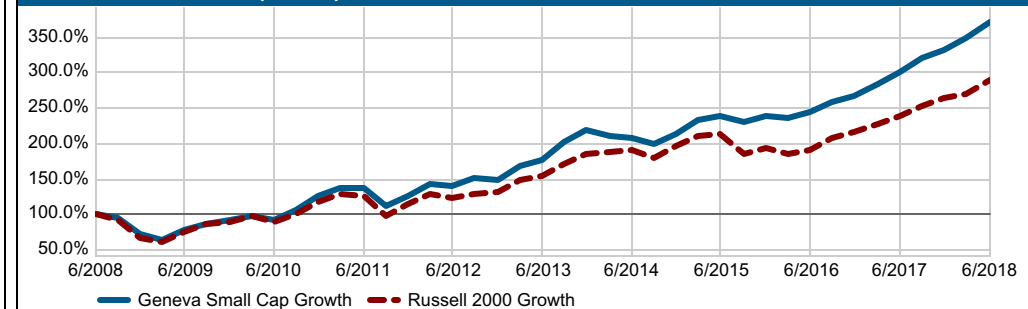
Performance Commentary

- The portfolio underperformed the Russell 2000 Growth for the quarter. Stock selection was negative and sector positioning was negative.
- The top contributing sectors were Health Care, Materials, and Consumer Discretionary. The top detracting sectors were Financials, Industrials, and Information Technology. From an industry perspective, Pharmaceuticals, Auto Components, and Semiconductors & Semiconductor Equipment added value, while Internet Software & Services, Capital Markets, and Airlines detracted.
- Within the portfolio, companies with a price/earnings between 16.0x and 20.0x contributed to returns while companies with a price/earnings greater than 20.0x detracted. And finally, companies with high beta tended to do better than companies with moderate beta during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

This report is only to be used in connection with investment advisory programs and not brokerage accounts.

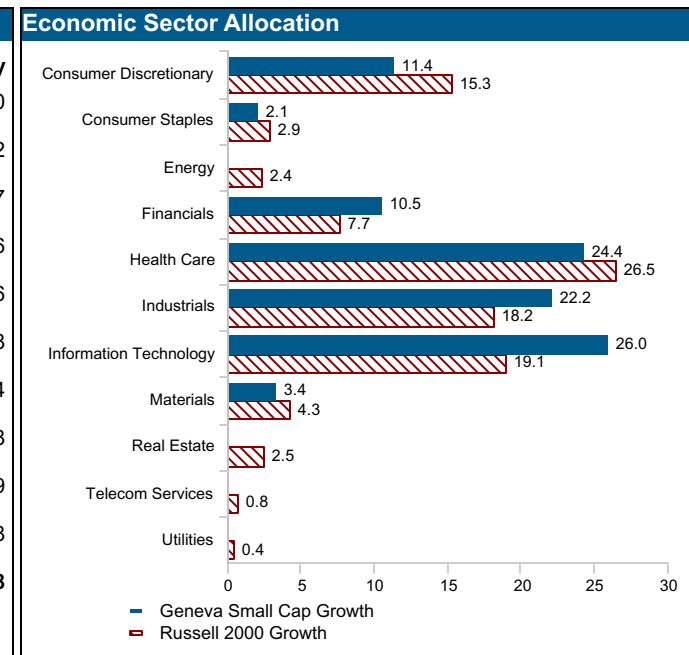
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

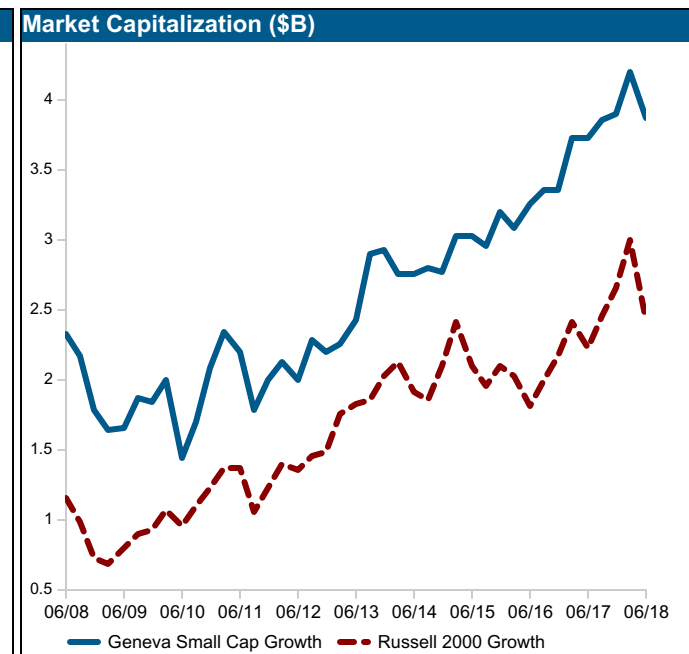
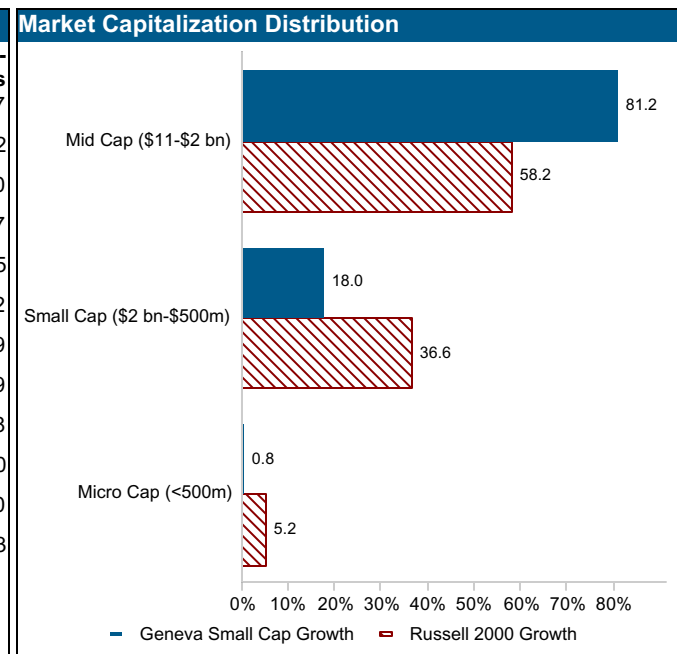
Portfolio Characteristics	Strategy	Bmk
# of Securities	59	1225
Market Cap (\$M)	3,877	2,431
P/E - Trailing 12-Mo.	34.9	25.1
Adj. P/E - trailing 12-Mo.	33.6	23.4
P/E - Forecast FY1*	28.9	21.1
Price-to- Book	4.8	4.3
Return on Equity	16.0	4.5
EPS Growth - Forecast*	15.6	17.1
EPS Growth - Hist. 5 Year	17.6	11.9
Active Share	91.08	--

Top 10 Holdings	% of Equity
Neogen Corporation	2.90
Tyler Technologies, Inc.	2.72
Blackbaud, Inc.	2.67
Cantel Medical Corp.	2.66
Paycom Software, Inc.	2.66
Bright Horizons Family Solutions, Inc.	2.58
Medidata Solutions, Inc.	2.54
Exponent, Inc.	2.38
RBC Bearings Incorporated	2.29
MarketAxess Holdings Inc.	2.28
Total	25.68



*Forecasts based on analysts' consensus

Quarterly Performance	Strategy (Gross)	Strategy (Net)	Bmk	Excess - Gross
3Q 2015	-3.39	-4.08	-13.06	9.67
4Q 2015	3.40	2.66	4.32	-0.92
1Q 2016	-1.08	-1.86	-4.68	3.60
2Q 2016	4.01	3.23	3.24	0.77
3Q 2016	4.77	4.00	9.22	-4.45
4Q 2016	3.89	3.08	3.57	0.32
1Q 2017	6.64	5.86	5.35	1.29
2Q 2017	5.38	4.61	4.39	0.99
3Q 2017	6.60	5.81	6.22	0.38
4Q 2017	3.19	2.43	4.59	-1.40
1Q 2018	5.80	5.05	2.30	3.50
2Q 2018	6.20	5.41	7.23	-1.03



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-3.88	-0.05	0.36	0.31
Consumer Staples	-0.84	-0.06	-0.09	-0.14
Energy	-2.43	-0.11	--	-0.11
Financials	2.85	-0.17	-0.81	-0.98
Health Care	-2.03	0.02	1.18	1.20
Industrials	3.99	-0.27	-0.68	-0.95
Information Technology	6.92	-0.01	-0.36	-0.36
Materials	-0.88	0.06	0.32	0.38
Real Estate	-2.51	-0.01	--	-0.01
Telecommunication Services	-0.77	-0.01	--	-0.01
Utilities	-0.41	0.01	--	0.01
Total	--	-0.81	-0.04	-0.84

Economic Sector Attribution - Year to Date

	Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-3.88	0.19	1.04	1.23
Consumer Staples	-0.84	-0.02	-0.17	-0.19
Energy	-2.43	0.12	0.00	0.13
Financials	2.85	-0.16	-0.19	-0.35
Health Care	-2.03	0.08	2.62	2.70
Industrials	3.99	-0.60	-0.20	-0.80
Information Technology	6.92	0.07	-0.42	-0.35
Materials	-0.88	0.12	0.31	0.43
Real Estate	-2.51	0.36	0.05	0.41
Telecommunication Services	-0.77	0.02	--	0.02
Utilities	-0.41	0.12	--	0.12
Total	--	0.05	3.28	3.33

Top Contributors to Performance

Current Quarter

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Tactile Systems Technolog...	1.30	0.63	Health Care	24.72	3.43
Medidata Solutions, Inc.	2.40	0.60	Information Technology	25.69	1.62
Exponent, Inc.	2.29	0.49	Consumer Discretionary	10.92	1.43
Fox Factory Holding Corp.	1.65	0.49	Materials	3.31	0.37
Neogen Corporation	2.71	0.49	Consumer Staples	1.95	0.21

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
ABIOMED, Inc.	1.95	1.85	Health Care	25.07	6.68
HealthEquity Inc	1.82	0.89	Information Technology	25.34	4.06
Tyler Technologies, Inc.	2.97	0.76	Consumer Discretionary	10.33	1.84
Exponent, Inc.	2.16	0.73	Financials	11.63	0.62
Neogen Corporation	2.59	0.70	Materials	2.80	0.31

Bottom Contributors to Performance

Current Quarter

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Allegiant Travel Company	2.05	-0.44	Financials	11.51	-0.36
Beacon Roofing Supply, In...	1.46	-0.37	Industrials	21.89	-0.33
Cantel Medical Corp.	3.10	-0.32	Consumer Staples	1.95	0.21
Middleby Corporation	1.55	-0.27	Materials	3.31	0.37
MarketAxess Holdings Inc.	2.44	-0.23	Consumer Discretionary	10.92	1.43

Year to Date

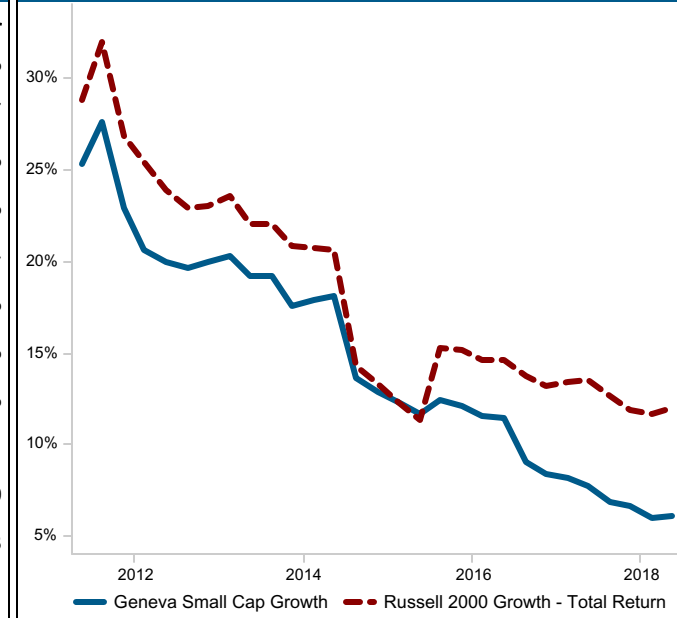
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Beacon Roofing Supply, In...	1.55	-0.71	Industrials	22.90	-0.72
Healthcare Services Group...	2.01	-0.50	Energy	0.01	-0.06
Middleby Corporation	1.73	-0.34	Consumer Staples	1.89	0.00
Cognex Corporation	0.81	-0.32	Real Estate	0.02	0.00
Natus Medical Incorporate...	0.09	-0.32	Materials	2.80	0.31

Portfolio Performance and Risk Statistics (NAV)

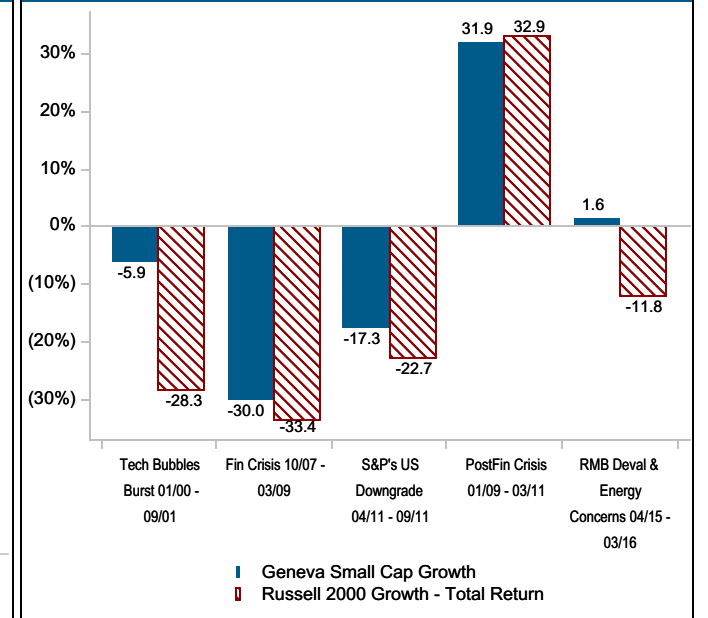
Risk Statistics vs. Benchmark

	3-Year	5-Year
Alpha	10.5%	6.8%
Beta	0.5	0.7
R2	81.5%	71.7%
Tracking Error	6.9%	6.4%
Information Ratio	0.8	0.4
Batting Average	66.7%	60.0%
Up Capture Ratio	98.9%	88.9%
Down Capture Ratio	25.9%	33.9%
Standard Deviation	6.2	9.1
Standard Deviation (Bmk)	12.0	11.9
Sharpe Ratio	2.6	1.8

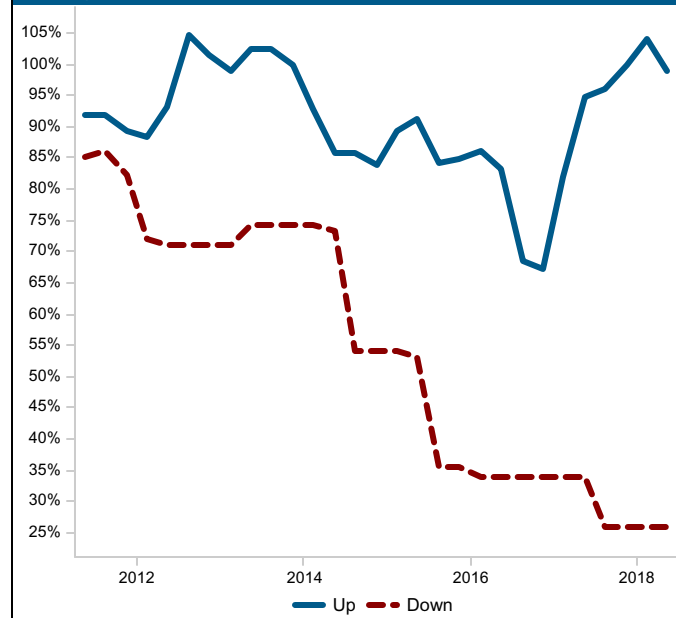
Rolling 3-Year Annualized Volatility



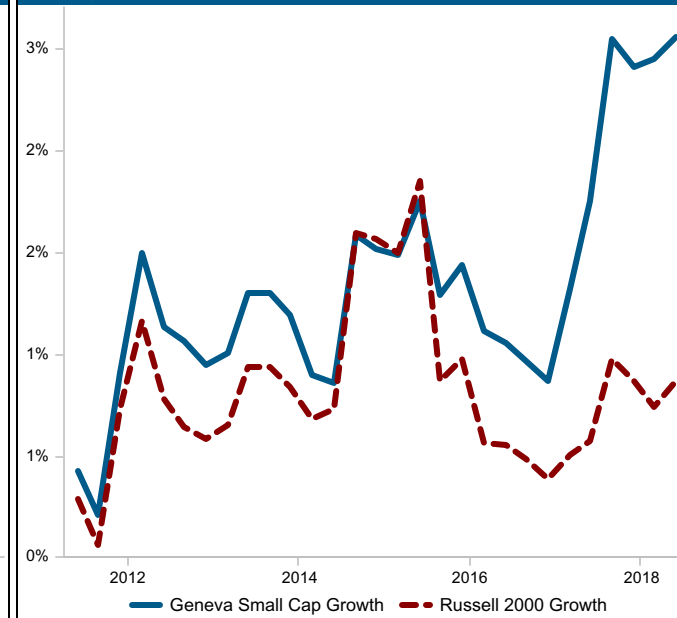
Event Study & Regime Analysis (Returns)



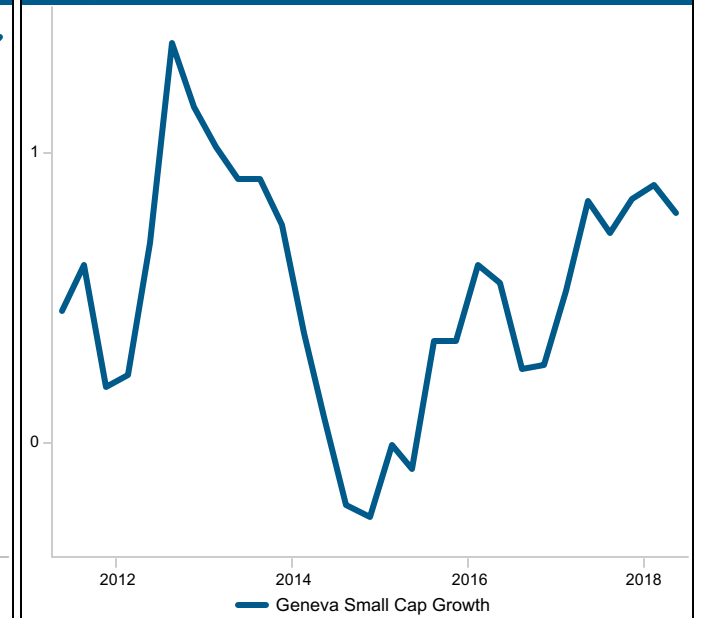
Rolling 3-Year Annualized Up and Down Capture Ratio



Rolling 3-Year Annualized Sharpe Ratio



Rolling 3-Year Annualized Information Ratio



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Russell 2000 Growth Index measures the performance of those Russell 2000 companies with higher price-to-book ratios and higher forecasted growth values.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Strategy Description

The strategy uses top-down and bottom-up analysis to build a high conviction portfolio of companies based on valuation, financial quality and cash flow return on invested capital.

Brian Glanz

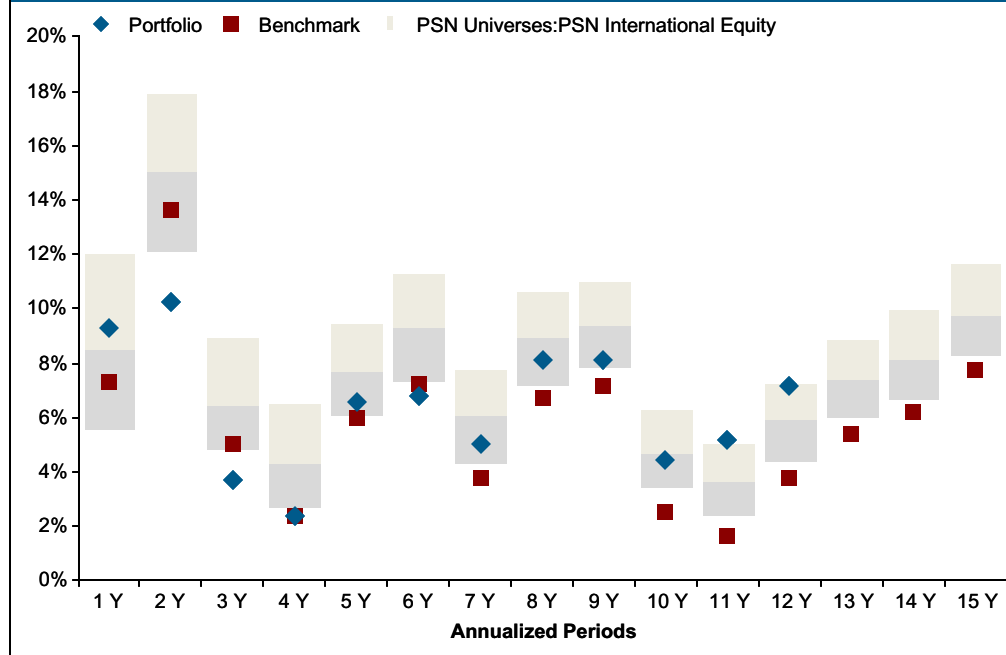
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Trailing Returns

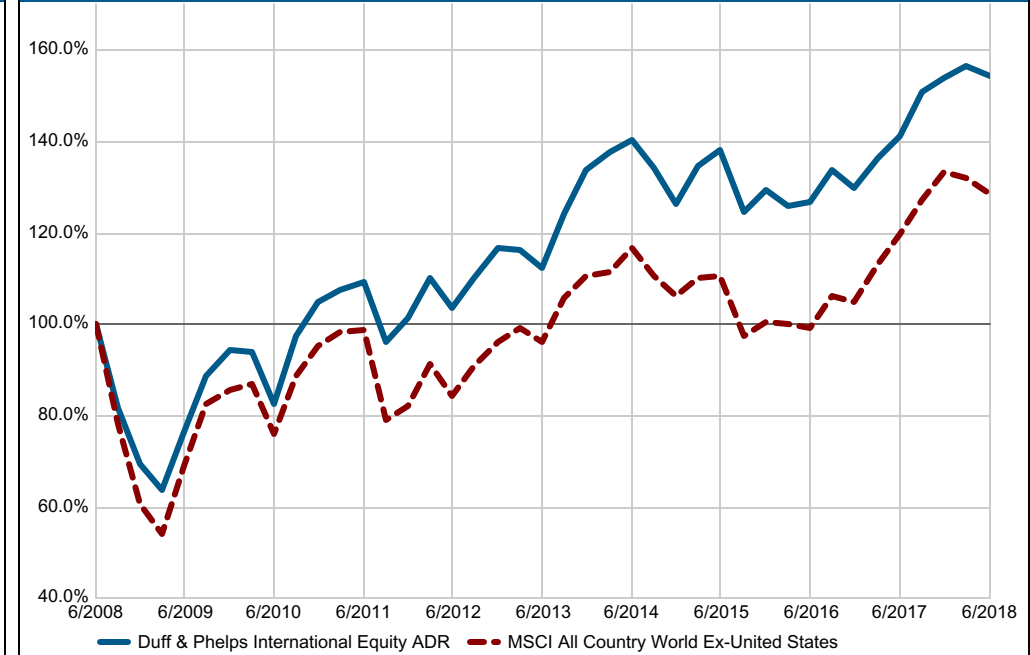
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
Duff & Phelps International Equity ADR (Gross)	-1.37%	0.14%	9.27%	3.68%	6.55%	5.07%	4.43%	18.74%	0.14%	2.35%	-5.51%	14.53%	15.45%
Duff & Phelps International Equity ADR (Net)	-2.08%	-1.26%	6.22%	0.67%	3.47%	2.06%	1.43%	15.28%	-2.75%	-0.65%	-8.29%	11.33%	12.18%
MSCI AC World Index ex USA - Net Return	-2.61%	-3.77%	7.28%	5.07%	5.99%	3.81%	2.54%	27.19%	4.50%	-5.66%	-3.87%	15.29%	16.83%
Excess Return (Gross)	1.24%	3.91%	1.99%	-1.39%	0.55%	1.26%	1.89%	-8.45%	-4.36%	8.01%	-1.64%	-0.76%	-1.38%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



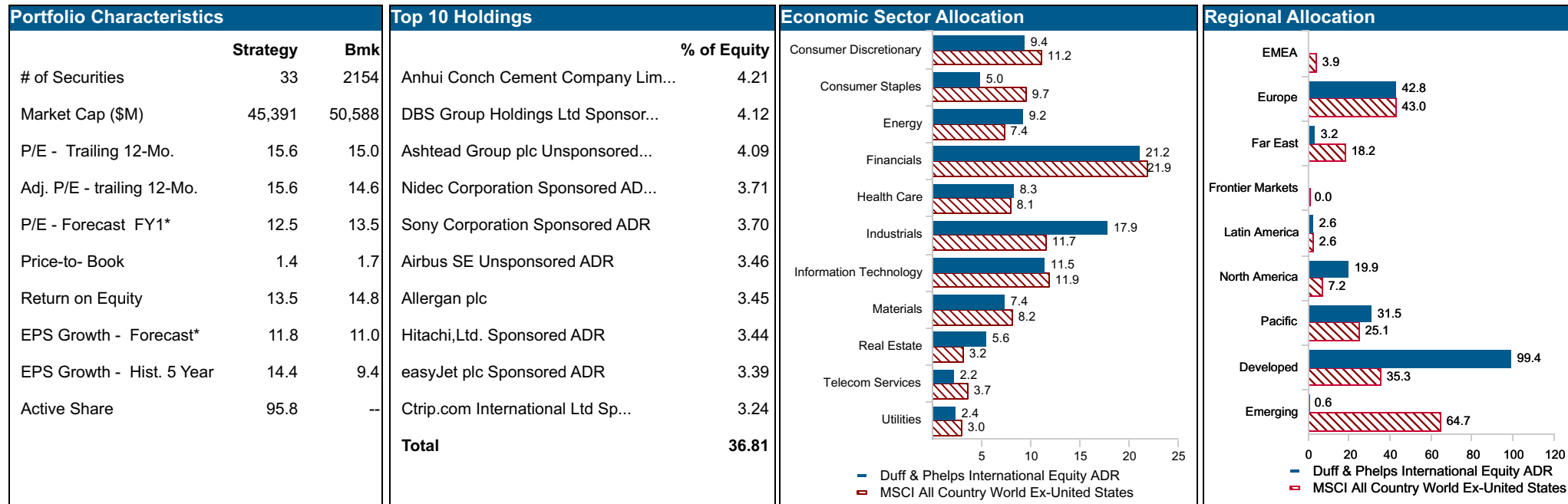
INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

This report is only to be used in connection with investment advisory programs and not brokerage accounts.

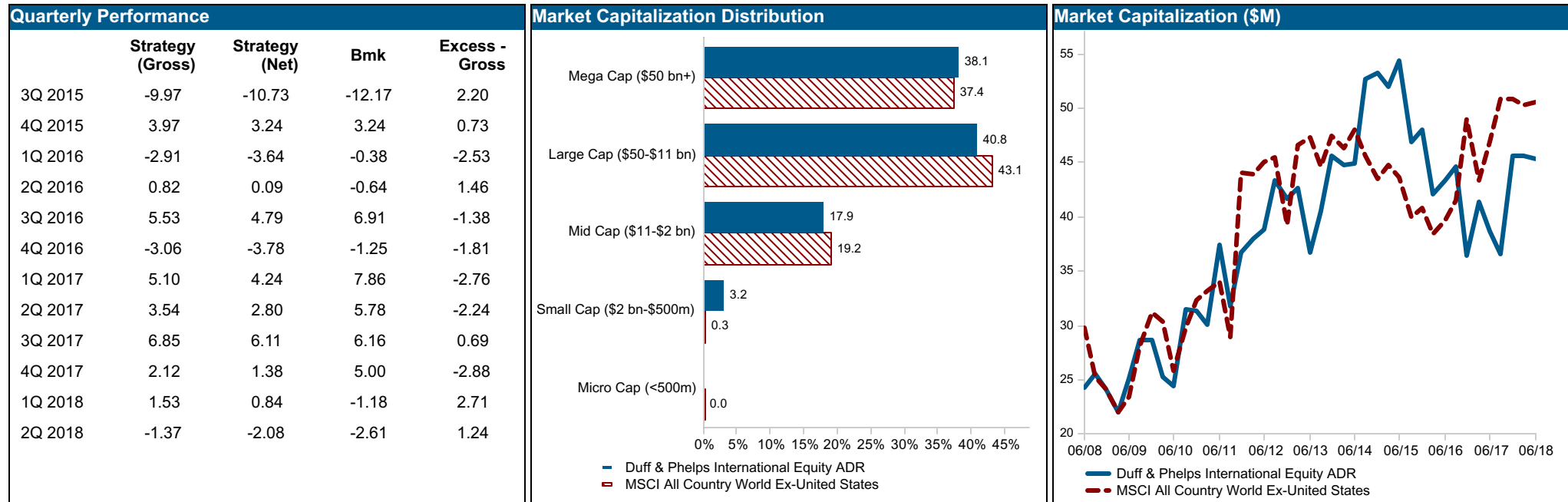
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics



*Forecasts based on analysts' consensus



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-1.85	-0.00	0.39	0.39
Consumer Staples	-4.68	-0.10	0.02	-0.08
Energy	1.80	0.07	0.05	0.12
Financials	-0.66	-0.11	-0.60	-0.71
Health Care	0.17	-0.05	0.04	-0.01
Industrials	6.19	-0.02	1.11	1.09
Information Technology	-0.46	0.01	0.57	0.58
Materials	-0.79	0.15	-0.48	-0.33
Real Estate	2.38	-0.01	0.42	0.42
Telecommunication Services	-1.47	0.06	-0.12	-0.06
Utilities	-0.63	-0.01	-0.13	-0.14
Total	--	-0.01	1.28	1.27

Economic Sector Attribution - Year to Date

	Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-1.85	0.00	0.40	0.41
Consumer Staples	-4.68	-0.02	0.51	0.49
Energy	1.80	0.07	0.37	0.44
Financials	-0.66	-0.09	0.34	0.26
Health Care	0.17	-0.08	0.25	0.17
Industrials	6.19	-0.07	2.32	2.25
Information Technology	-0.46	0.02	-0.38	-0.36
Materials	-0.79	0.07	0.01	0.08
Real Estate	2.38	0.01	0.58	0.59
Telecommunication Services	-1.47	0.12	-0.27	-0.15
Utilities	-0.63	-0.04	-0.34	-0.39
Total	--	-0.01	3.80	3.79

Regional Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
EMEA	-3.86	0.24	--	0.24
Europe	-0.24	-0.02	-0.51	-0.53
Far East	-14.93	0.50	0.25	0.76
Frontier Markets	-0.02	0.01	--	0.01
Latin America	0.04	0.06	0.41	0.48
North America	12.68	0.65	-0.01	0.64
Pacific	6.33	0.11	-0.43	-0.32
Total	--	1.55	-0.28	1.27

Regional Attribution - Year to Date

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
EMEA	-3.86	0.24	--	0.24
Europe	-0.24	-0.02	0.51	0.49
Far East	-14.93	0.25	0.37	0.62
Frontier Markets	-0.02	0.00	--	0.00
Latin America	0.04	0.05	0.13	0.18
North America	12.68	0.19	0.20	0.38
Pacific	6.33	0.18	1.69	1.88
Total	--	0.88	2.91	3.79

Top Contributors to Performance

Current Quarter

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Equinor ASA Sponsored ADR	3.45	0.42	Norway	5.93	0.49
Ashtead Group plc Unspans...	3.96	0.36	United States	12.31	0.42
Anhui Conch Cement Compan...	4.31	0.30	Australia	2.84	0.28
Lendlease Group Sponsored...	2.84	0.28	Ireland	2.20	0.24
Golden Ocean Group Ltd	2.93	0.27	Germany	4.56	0.15

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Equinor ASA Sponsored ADR	3.49	0.80	Norway	5.98	1.30
Anhui Conch Cement Compan...	4.03	0.79	China	10.08	0.93
Airbus SE Un-sponsored ADR	3.48	0.60	Australia	2.58	0.41
Marine Harvest ASA Sponso...	2.49	0.51	Ireland	2.11	0.36
Sony Corporation Sponsore...	3.41	0.47	Singapore	4.29	0.35

Bottom Contributors to Performance

Current Quarter

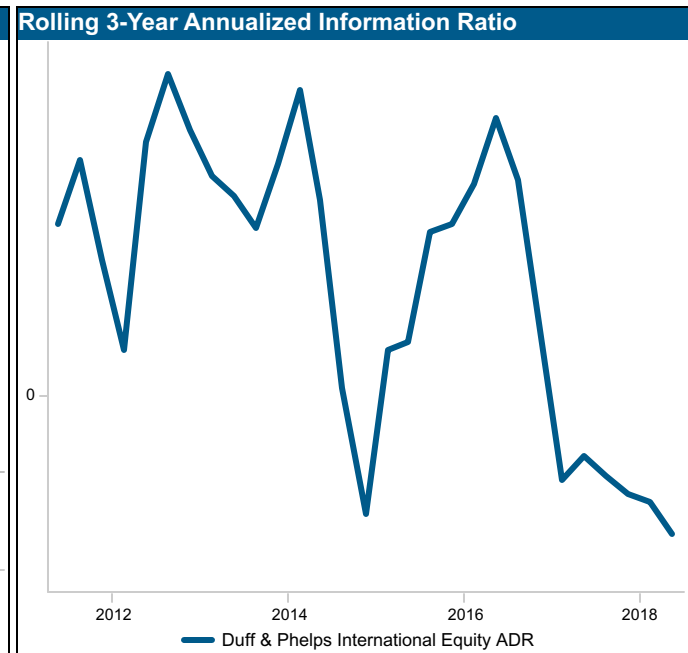
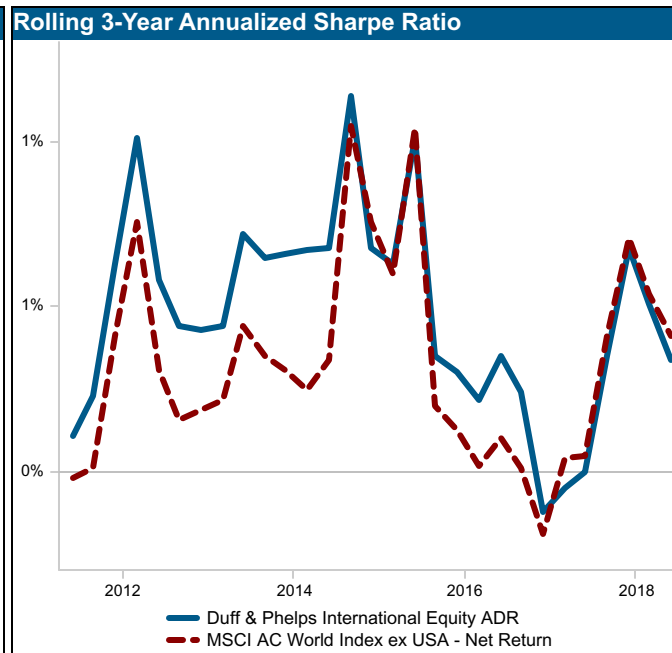
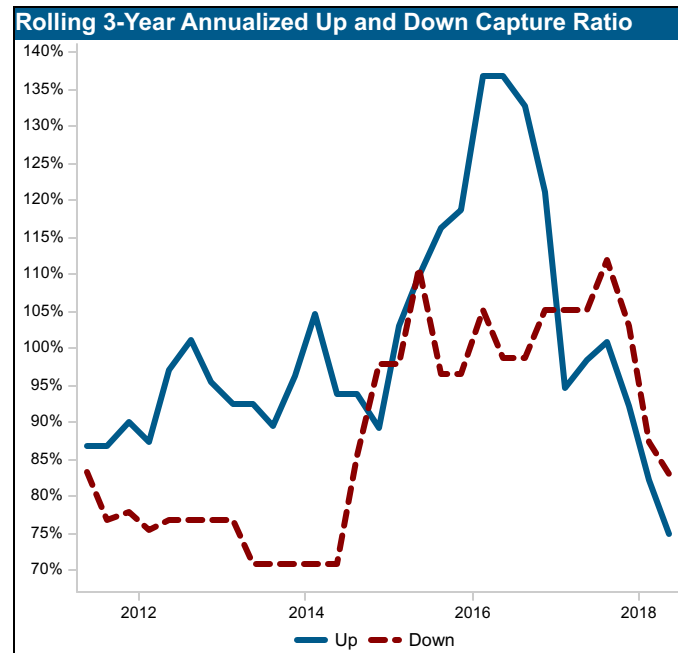
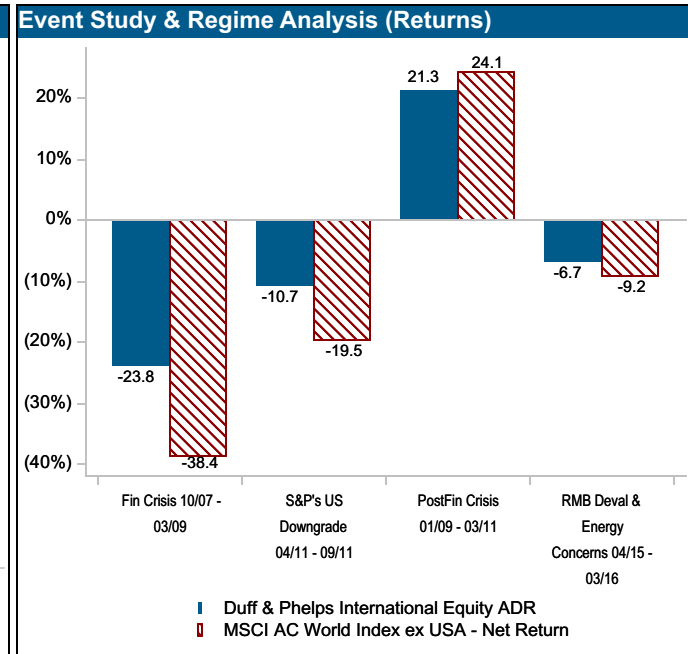
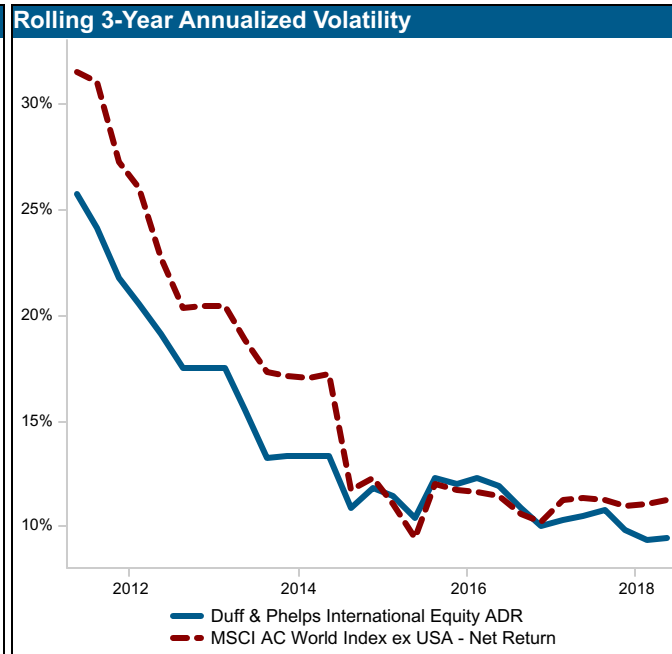
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
TORAY INDUSTRIES INC	2.27	-0.43	Japan	17.45	-0.92
ORIX Corporation Sponsore...	3.31	-0.42	France	8.50	-0.50
Credit Agricole SA Unspans...	2.69	-0.41	Switzerland	3.23	-0.43
China Construction Bank C...	3.38	-0.35	Spain	2.90	-0.23
UBS Group AG	2.92	-0.29	Netherlands	1.68	-0.15

Year to Date

	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.
Credit Agricole SA Unspans...	2.87	-0.48	Switzerland	3.29	-0.56
BT Group PLC Sponsored AD...	2.15	-0.47	Netherlands	2.43	-0.39
UBS Group AG	3.13	-0.42	United States	11.75	-0.35
TORAY INDUSTRIES INC	2.60	-0.41	Japan	18.78	-0.32
ING Groep NV Sponsored AD...	2.43	-0.39	Germany	5.00	-0.27

Portfolio Performance and Risk Statistics (NAV)

Risk Statistics vs. Benchmark	3-Year	5-Year
Alpha	-0.3%	1.3%
Beta	0.8	0.9
R2	87.4%	82.5%
Tracking Error	4.2%	4.4%
Information Ratio	-0.3	0.1
Batting Average	50.0%	60.0%
Up Capture Ratio	75.0%	100.3%
Down Capture Ratio	83.1%	92.3%
Standard Deviation	9.5	10.1
Standard Deviation (Bmk)	11.3	10.6
Sharpe Ratio	0.3	0.6



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

The MSCI ACWI (All Country World Index) ex USA Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global developed and emerging markets excluding the United States. Performance is net of withholding taxes on dividends.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Strategy Description

The ClearBridge International Growth ADR strategy seeks to invest in non-US companies with above average growth prospects across the growth spectrum.

William Ryan

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302-888-4260

Trailing Returns

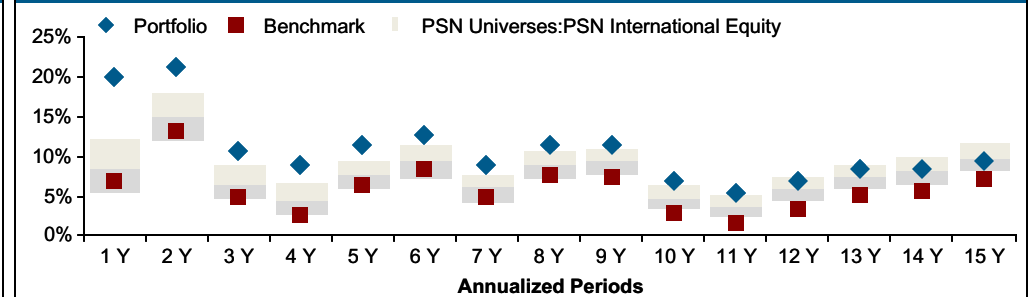
	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
ClearBridge International Growth ADR (Gross)	2.73%	4.75%	20.05%	10.80%	11.54%	9.00%	6.95%	37.07%	-2.04%	6.27%	-2.17%	19.54%	23.64%
ClearBridge International Growth ADR (Net)	1.99%	3.30%	16.73%	7.69%	8.39%	5.93%	3.92%	33.29%	-4.89%	3.29%	-5.01%	16.24%	20.17%
MSCI EAFE - Net Return	-1.24%	-2.75%	6.84%	4.90%	6.44%	4.89%	2.84%	25.03%	1.00%	-0.81%	-4.90%	22.78%	17.32%
Excess Return (Gross)	3.97%	7.50%	13.21%	5.90%	5.10%	4.11%	4.10%	12.04%	-3.04%	7.08%	2.73%	-3.24%	6.33%

Past Performance is no guarantee of future results. The source for all charts/tables is FactSet. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

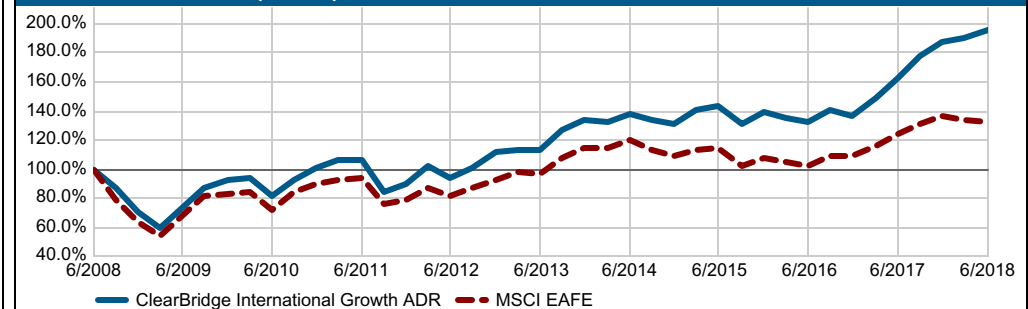
Performance Commentary

- The portfolio outperformed the MSCI EAFE for the quarter. Stock selection was positive and sector positioning was negative.
- The top contributing sectors were Information Technology, Consumer Staples, and Industrials. The top detracting sectors were Energy, Financials, and Utilities. From an industry perspective, Personal Products, Software, and Life Sciences Tools & Services added value, while Internet & Direct Marketing Retail, Machinery, and Pharmaceuticals detracted.
- From a country perspective, Japan, Switzerland, and Canada added value, while Australia, and Austria detracted.
- Within the portfolio, companies with a price/earnings greater than 20.0x contributed to returns while companies with a price/earnings between 8.0x and 12.0x detracted. And finally, companies with low beta added value during the quarter.

Peer Group Analysis (Returns)



Investment Growth - (Gross)



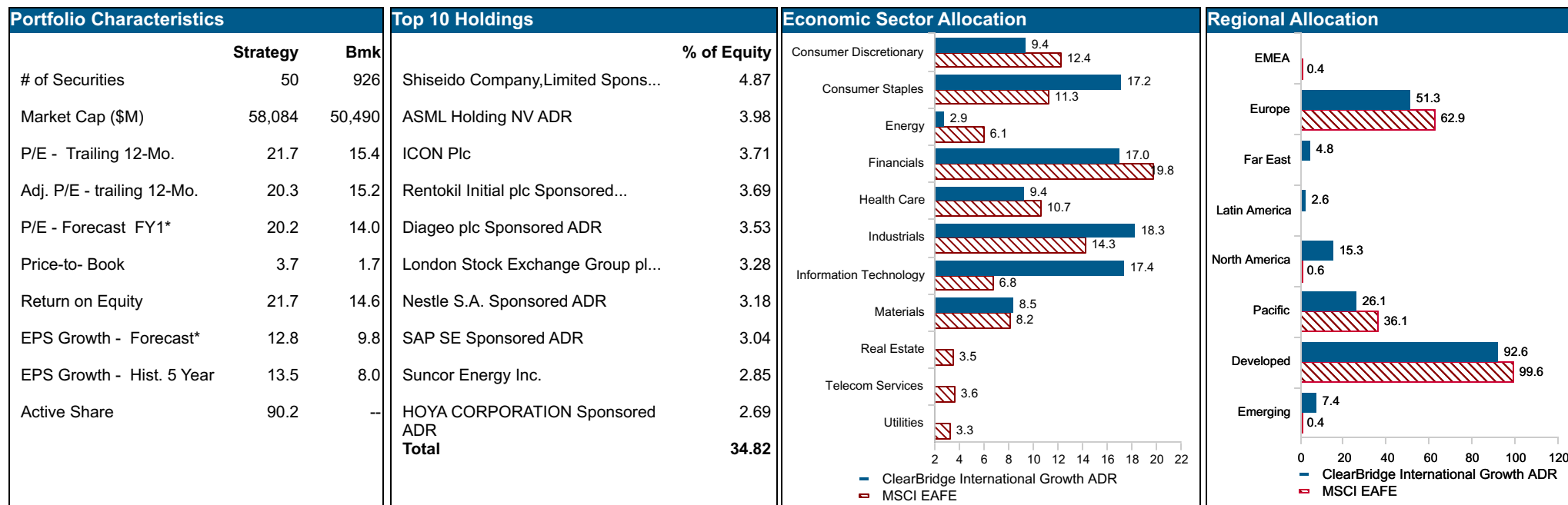
INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

This report is only to be used in connection with investment advisory programs and not brokerage accounts.

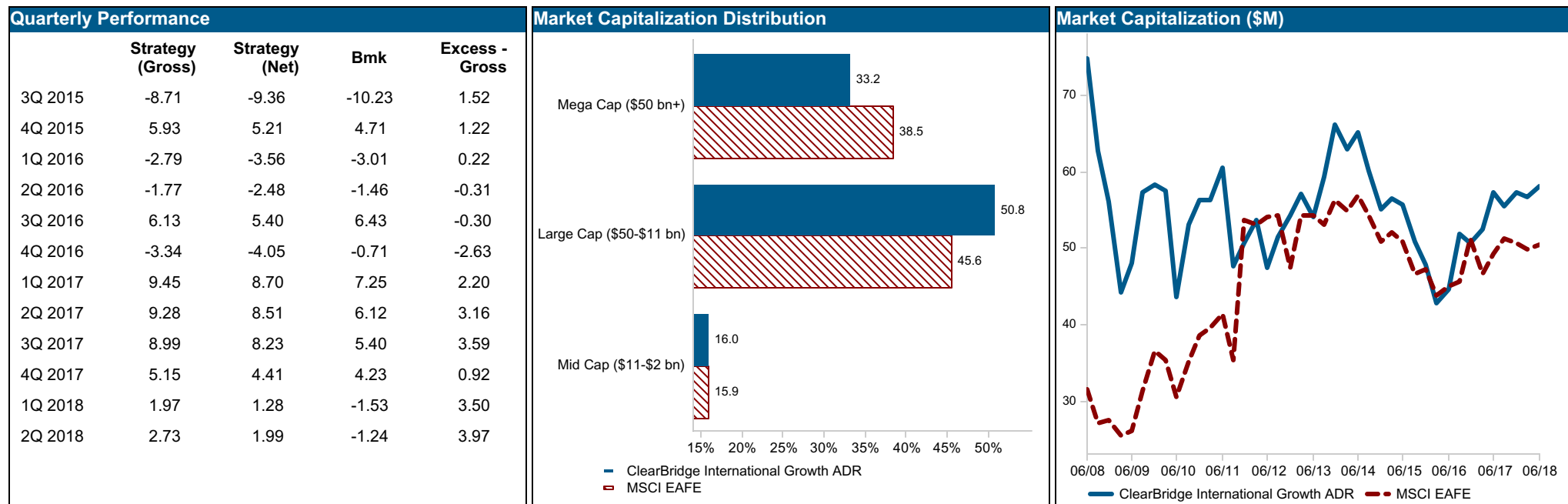
Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics



*Forecasts based on analysts' consensus



Portfolio Performance Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-2.92	0.04	0.28	0.32
Consumer Staples	5.84	0.09	1.14	1.22
Energy	-3.22	-0.38	0.17	-0.21
Financials	-2.78	0.07	-0.19	-0.12
Health Care	-1.28	-0.04	0.38	0.34
Industrials	3.97	-0.03	0.86	0.82
Information Technology	10.57	0.15	1.11	1.26
Materials	0.31	0.02	0.13	0.15
Real Estate	-3.53	-0.02	--	-0.02
Telecommunication Services	-3.63	0.14	--	0.14
Utilities	-3.32	-0.05	--	-0.05
Total	--	-0.01	3.88	3.86

Economic Sector Attribution - Year to Date

	Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-2.92	-0.02	-0.04	-0.06
Consumer Staples	5.84	0.03	2.75	2.79
Energy	-3.22	-0.37	0.10	-0.28
Financials	-2.78	0.05	1.38	1.43
Health Care	-1.28	-0.06	0.33	0.27
Industrials	3.97	-0.03	1.21	1.19
Information Technology	10.57	0.48	1.05	1.53
Materials	0.31	0.02	0.24	0.26
Real Estate	-3.53	-0.03	--	-0.03
Telecommunication Services	-3.63	0.25	--	0.25
Utilities	-3.32	-0.15	--	-0.15
Total	--	0.16	7.01	7.17

Regional Attribution - Current Quarter

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
EMEA	-0.43	-0.05	--	-0.05
Europe	-11.63	-0.02	1.86	1.84
Far East	4.84	0.22	--	0.22
Latin America	2.59	0.05	--	0.05
North America	14.66	-0.36	1.44	1.08
Pacific	-10.01	0.06	0.65	0.72
Total	--	-0.09	3.95	3.86

Regional Attribution - Year to Date

	Relative Weights	Allocation Effect	Stock Selection	Total Effect
EMEA	-0.03	0.01	--	0.01
Europe	-32.19	0.09	3.19	3.28
Far East	2.14	0.15	--	0.15
Latin America	2.84	-0.06	--	-0.06
North America	9.99	-0.36	1.48	1.12
Pacific	17.25	0.33	2.62	2.94
Total	--	0.15	7.29	7.44

Top Contributors to Performance

Current Quarter

	Avg. Weight Contrib.	Wtd. Contrib.		Avg. Weight Contrib.	Wtd. Contrib.
Shiseido Company,Limited...	4.91	1.14	United Kingdom	13.58	0.86
Rentokil Initial plc Spon...	3.44	0.69	Switzerland	7.13	0.65
Temenos AG Sponsored ADR	2.49	0.63	Japan	18.76	0.58
Suncor Energy Inc.	2.63	0.43	Canada	5.20	0.54
ICON Plc	3.48	0.40	Ireland	3.48	0.40

Year to Date

	Avg. Weight Contrib.	Wtd. Contrib.		Avg. Weight Contrib.	Wtd. Contrib.
Shiseido Company,Limited...	4.98	2.62	Japan	18.59	2.75
ICON Plc	3.35	0.60	United Kingdom	13.18	0.89
ASML Holding NV ADR	3.99	0.53	Ireland	3.94	0.86
Temenos AG Sponsored ADR	2.63	0.42	Canada	4.95	0.37
London Stock Exchange Gro...	3.20	0.40	Belgium	3.58	0.27

Bottom Contributors to Performance

Current Quarter

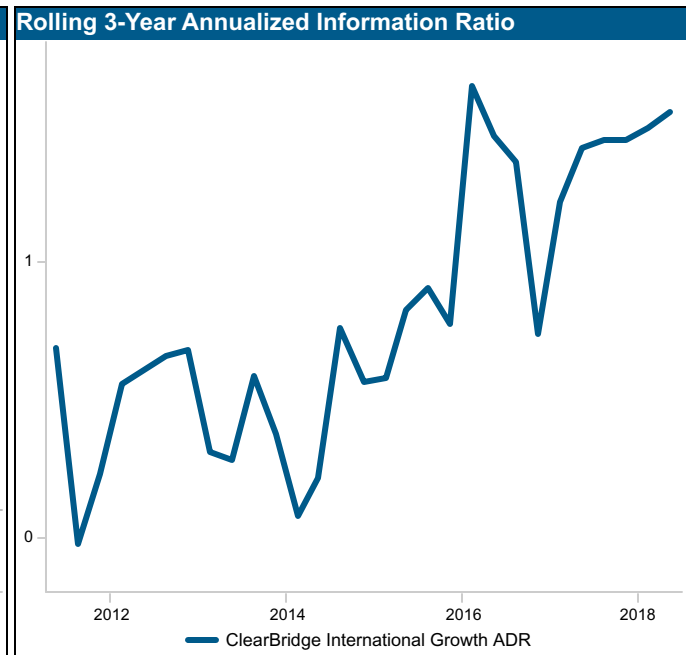
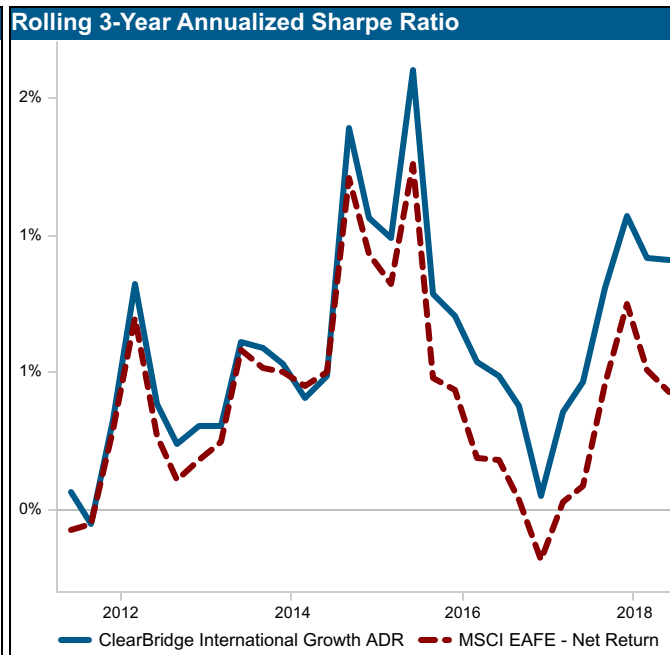
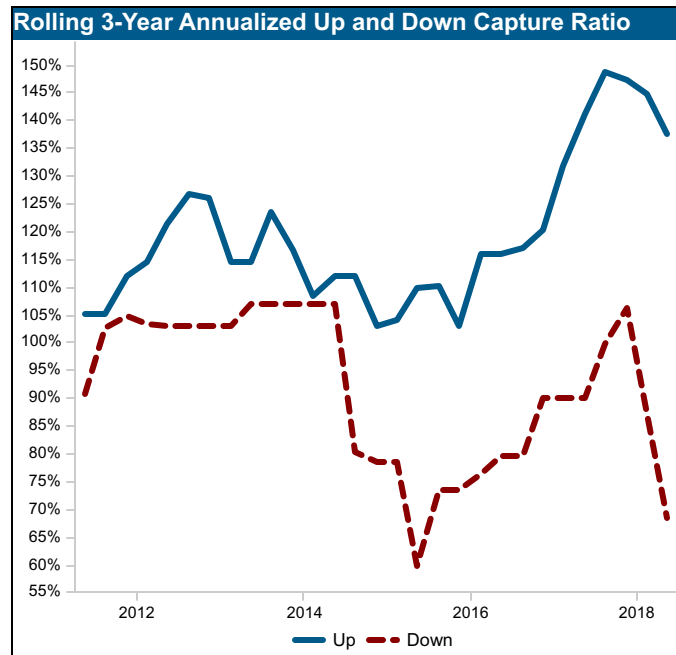
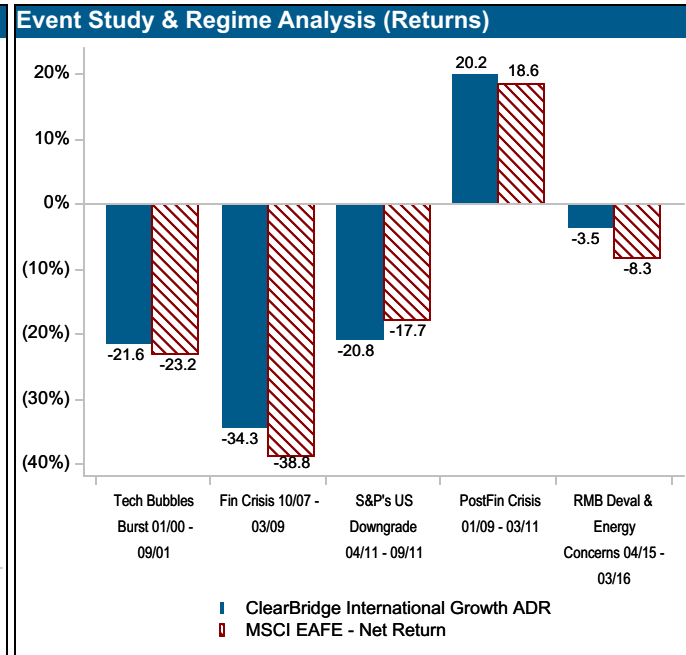
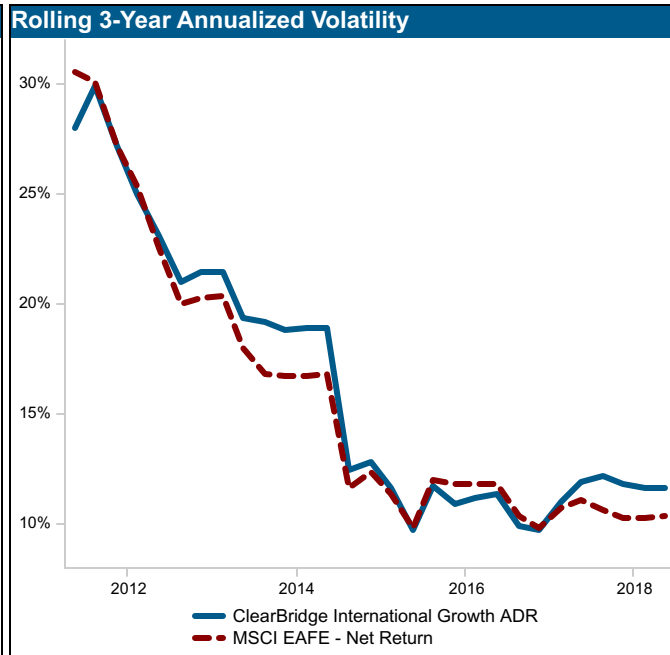
	Avg. Weight Contrib.	Wtd. Contrib.		Avg. Weight Contrib.	Wtd. Contrib.
Fanuc Corporation Unspans...	2.49	-0.59	Austria	2.80	-0.44
Erste Group Bank AG Spons...	2.80	-0.44	Hong Kong	3.14	-0.18
ASOS plc Un-sponsored ADR	1.53	-0.30	Netherlands	5.11	-0.15
ORIX Corporation Sponsore...	2.04	-0.25	Denmark	1.49	-0.09
ING Groep NV Sponsored AD...	1.08	-0.17	China	5.92	-0.07

Year to Date

	Avg. Weight Contrib.	Wtd. Contrib.		Avg. Weight Contrib.	Wtd. Contrib.
Fanuc Corporation Unspans...	2.66	-0.49	United States	5.74	-0.60
Adient plc	0.56	-0.44	Denmark	1.77	-0.26
ING Groep NV Sponsored AD...	1.56	-0.34	Chile	1.28	-0.18
Covestro AG Sponsored ADR	0.95	-0.28	Israel	1.59	-0.09
Nestle S.A. Sponsored ADR	3.24	-0.26	Germany	5.42	-0.08

Portfolio Performance and Risk Statistics (NAV)

Risk Statistics vs. Benchmark	3-Year	5-Year
Alpha	5.5%	5.0%
Beta	1.1	1.0
R2	88.7%	89.5%
Tracking Error	4.0%	3.5%
Information Ratio	1.6	1.5
Batting Average	75.0%	75.0%
Up Capture Ratio	137.5%	131.1%
Down Capture Ratio	68.4%	67.0%
Standard Deviation	11.7	10.8
Standard Deviation (Bmk)	10.4	10.4
Sharpe Ratio	0.9	1.1



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Peer Group Analysis - using Morningstar quartiles for mutual funds and PSN quartiles for separately managed accounts, the quartiles divide the return data into four equal regions. The quartile measure shows how well a fund or separately managed account has performed compared to all other products in its peer group. The top 25% (or quarter) are in the first quartile, the next 25% are in the second, and the next group is in the third quartile. The 25% with the weakest performance are in the fourth quartile.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average), B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

The Morgan Stanley Capital International Europe, Australasia, and Far East (MSCI EAFE) Index is composed of all the publicly traded stocks in developed non-U.S. Markets.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status). GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

Focus, Approved, Tactical Opportunities, and Watch status shown in this report is as of the last day of the immediately preceding quarter.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

An investor's actual returns may differ from those shown in this report or other performance reports published by Morgan Stanley. Contact your Financial Advisor or Private Wealth Advisor for your personal performance data.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.05% to 0.1875% per Quarter (0.20% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Lazard Emerging Markets Select ADR

Benchmark: MSCI Emerging Markets
March 31, 2018 (Q1)

Status: Focus List
Analyst: Brian Glanz
Phone: 302-888-4146 Email: Brian.Glanz@ms.com

Trailing Returns

	QTR	YTD	1 Yr	3 Yr	5 Yr	7 Yr	10 Yr	2017	2016	2015	2014	2013	2012
Lazard Emerging Markets Select ADR (Gross)	2.91%	2.91%	22.69%	11.41%	6.41%	5.22%	4.72%	33.78%	22.63%	-19.34%	-2.43%	1.52%	22.14%
Lazard Emerging Markets Select ADR (Net)	2.20%	2.20%	19.23%	8.24%	3.35%	2.19%	1.68%	29.99%	19.09%	-21.66%	-5.35%	-1.40%	18.63%
MSCI EMF (Emerging Markets) - Net Return	1.42%	1.42%	24.93%	8.81%	4.99%	2.47%	3.02%	37.28%	11.19%	-14.92%	-2.19%	-2.60%	18.22%
Excess Return (Gross)	1.49%	1.49%	-2.24%	2.61%	1.43%	2.75%	1.70%	-3.51%	11.44%	-4.42%	-0.25%	4.12%	3.92%

Past Performance is no guarantee of future results. This report is not complete without pages 5, 6 and 7, which contain important notes, including disclosures about the Focus List and the Approved List, index descriptions and a glossary of terms. Information shown is as of the date of most recent quarter end unless otherwise noted. All data are subject to change.

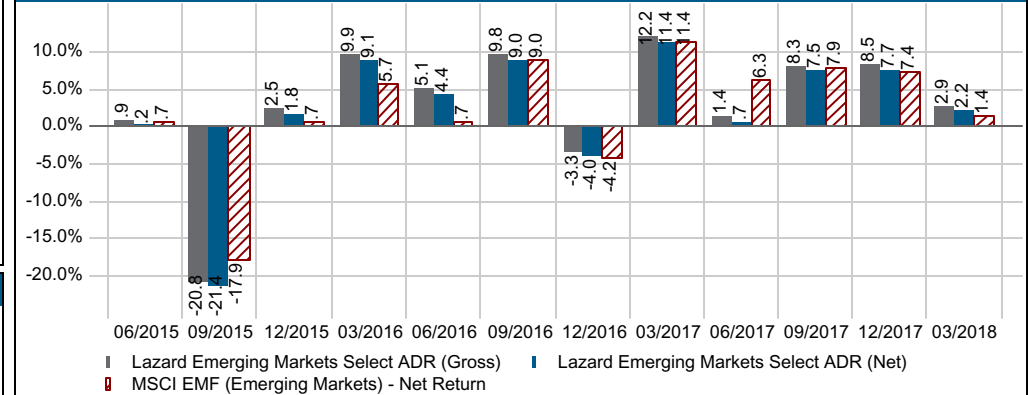
Strategy Description

The Lazard Emerging Markets Select strategy has a value-oriented process that is bottom-up driven. The portfolio seeks profitable companies selling at a discount relative to their world, local market and sector benchmarks. The portfolio tends to be smaller cap in nature than its peers.

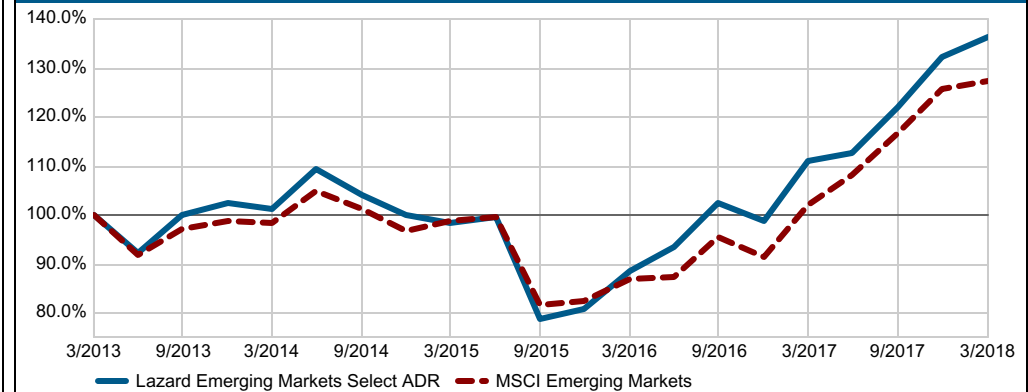
Performance Commentary

- The portfolio outperformed the MSCI Emerging Markets for the quarter. Stock selection was positive and sector positioning was positive.
- The top contributing sectors were Financials, Industrials, and Consumer Staples. The top detracting sectors were Information Technology, Health Care, and Telecommunication Services. From an industry perspective, Road & Rail, Media, and Banks added value, while Internet Software & Services, Diversified Telecommunication Services, and Industrial Conglomerates detracted.
- From a country perspective, South Africa, Russia, and India added value, while China, and Indonesia detracted.
- Within the portfolio, companies with a price/earnings between 8.0x and 12.0x contributed to returns while companies with a price/earnings between 12.0x and 16.0x detracted. And finally, companies with high beta tended to do better than companies with moderate beta during the quarter.

Quarterly Returns



Investment Growth - (Gross)



INVESTMENT PRODUCTS: NOT FDIC INSURED * NO BANK GUARANTEE * MAY LOSE VALUE

This report is only to be used in connection with investment advisory programs and not brokerage accounts.

Please use this report in tandem with the associated Manager Profile which contains additional information about this strategy.

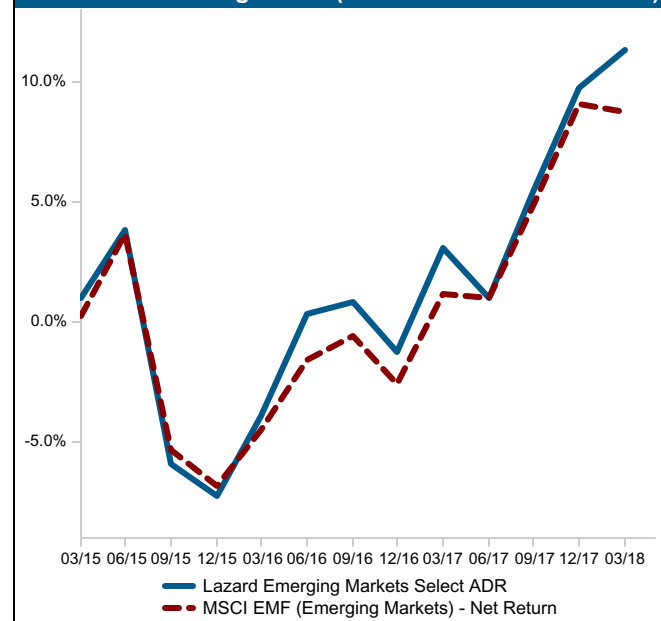
Morgan Stanley Wealth Management is the trade name of Morgan Stanley Smith Barney LLC, a registered broker-dealer in the United States.

Portfolio Characteristics

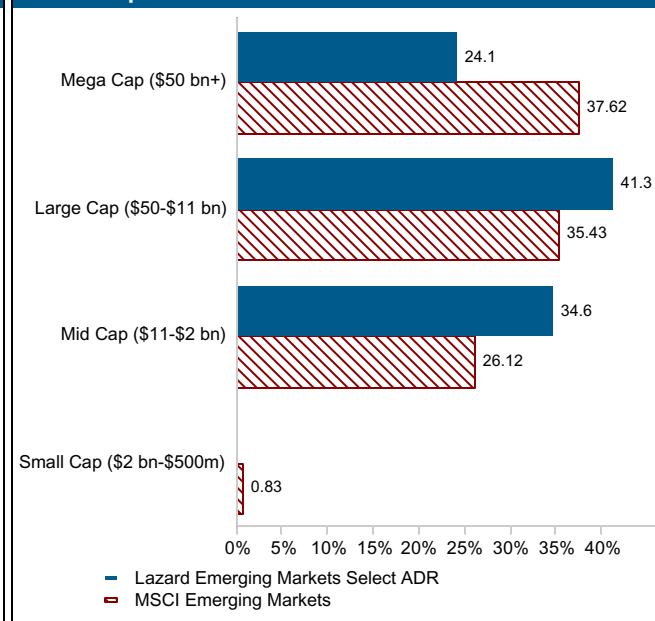
Portfolio Characteristics			Economic Sector Allocation				Regional Sector Allocation				Top 10 Holdings	
	Strategy	Bmk		Strategy	Bmk	Rel.		Strategy	Bmk	Rel.		% of Equity
# of Securities	49	846	Consumer Discretionary	4.80	9.46	-4.66	EMEA	31.73	14.60	17.12	China Construction Bank Corpor...	4.88
Market Cap (\$M)	47,212	56,786	Consumer Staples	8.15	6.48	1.67	Europe	--	0.02	-0.02	Taiwan Semiconductor Manufactu...	4.18
P/E - Trailing 12-Mo.	11.4	14.4	Energy	9.65	7.19	2.46	Far East	30.50	70.57	-40.07	Sberbank Russia OJSC Sponsored...	3.89
Adj. P/E - trailing 12-Mo.	11.4	13.7	Financials	34.33	24.01	10.31	Frontier Markets	5.73	0.10	5.62	KB Financial Group Inc. Sponso...	3.48
P/E - Forecast FY1*	9.2	12.5	Health Care	0.83	2.82	-1.99	Latin America	16.73	12.06	4.67	Banco Macro SA Sponsored ADR C...	3.24
Price-to- Book	1.6	1.8	Industrials	7.78	5.17	2.61	North America	--	1.89	-1.89	China Mobile Limited Sponsored...	3.19
Dividend Yield	2.65	2.36	Information Technology	15.72	27.77	-12.04	Pacific	15.32	0.76	14.56	Banco do Brasil S.A. Sponsored...	3.13
Return on Equity	19.1	15.8	Materials	1.33	7.32	-5.99	Total	100.00	100.00		NetEase, Inc. Sponsored ADR	3.12
EPS Growth - Forecast*	11.7	17.7	Real Estate	--	2.84	-2.84	Developed	15.32	2.67	12.65	Oil company LUKOIL PJSC Sponso...	2.81
EPS Growth - Hist. 5 Year	-1.7	13.3	Telecommunication Services	14.06	4.58	9.48	Emerging	84.68	97.33	-12.65	PT Bank Mandiri (Persero) Tbk...	2.79
Active Share	83.4	--	Utilities	3.35	2.37	0.98					Total	34.71

*Forecasts based on analysts' consensus

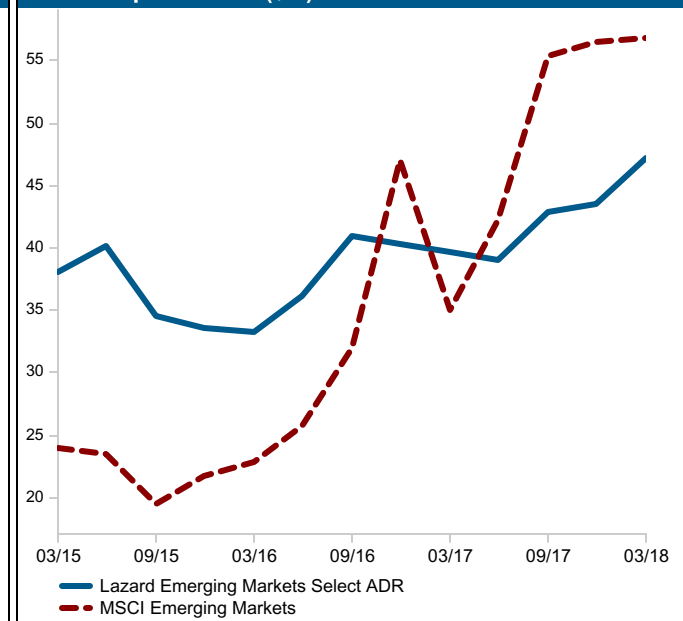
Performance Rolling 3-Year (Annualized - Gross of Fees)



Market Capitalization Distribution



Market Capitalization (\$M)



Portfolio Attribution (Gross of Fees)

Economic Sector Attribution - Current Quarter					Economic Sector Attribution - Year to Date				
	Relative Weights	Allocation Effect	Stock Selection	Total Effect		Relative Weight	Allocation Effect	Stock Selection	Total Effect
Consumer Discretionary	-4.66	0.37	-0.12	0.25	Consumer Discretionary	-4.66	0.37	-0.12	0.25
Consumer Staples	1.67	-0.05	0.38	0.33	Consumer Staples	1.67	-0.05	0.38	0.33
Energy	2.46	0.12	-0.19	-0.07	Energy	2.46	0.12	-0.19	-0.07
Financials	10.31	0.26	0.56	0.82	Financials	10.31	0.26	0.56	0.82
Health Care	-1.99	-0.10	-0.01	-0.11	Health Care	-1.99	-0.10	-0.01	-0.11
Industrials	2.61	-0.09	0.77	0.68	Industrials	2.61	-0.09	0.77	0.68
Information Technology	-12.04	-0.06	-1.04	-1.11	Information Technology	-12.04	-0.06	-1.04	-1.11
Materials	-5.99	0.04	0.03	0.07	Materials	-5.99	0.04	0.03	0.07
Real Estate	-2.84	0.09	--	0.09	Real Estate	-2.84	0.09	--	0.09
Telecommunication Services	9.48	-0.46	0.38	-0.08	Telecommunication Services	9.48	-0.46	0.38	-0.08
Utilities	0.98	0.03	0.24	0.27	Utilities	0.98	0.03	0.24	0.27
Total	--	0.14	1.00	1.13	Total	--	0.14	1.00	1.13

Regional Attribution - Current Quarter					Regional Attribution - Year to Date				
	Relative Weights	Allocation Effect	Stock Selection	Total Effect		Relative Weights	Allocation Effect	Stock Selection	Total Effect
EMEA	17.12	-0.37	2.42	2.05	EMEA	17.12	-0.37	2.42	2.05
Europe	-0.02	0.03	-0.02	0.01	Europe	-0.02	0.03	-0.02	0.01
Far East	-40.07	0.27	-1.96	-1.69	Far East	-40.07	0.27	-1.96	-1.69
Frontier Markets	5.62	0.48	-0.93	-0.46	Frontier Markets	5.62	0.48	-0.93	-0.46
Latin America	4.67	0.30	0.57	0.86	Latin America	4.67	0.30	0.57	0.86
North America	-1.89	-0.05	--	-0.05	North America	-1.89	-0.05	--	-0.05
Pacific	14.56	1.22	-0.81	0.41	Pacific	14.56	1.22	-0.81	0.41
Total	--	1.87	-0.73	1.13	Total	--	1.87	-0.73	1.13

Top Contributors to Performance

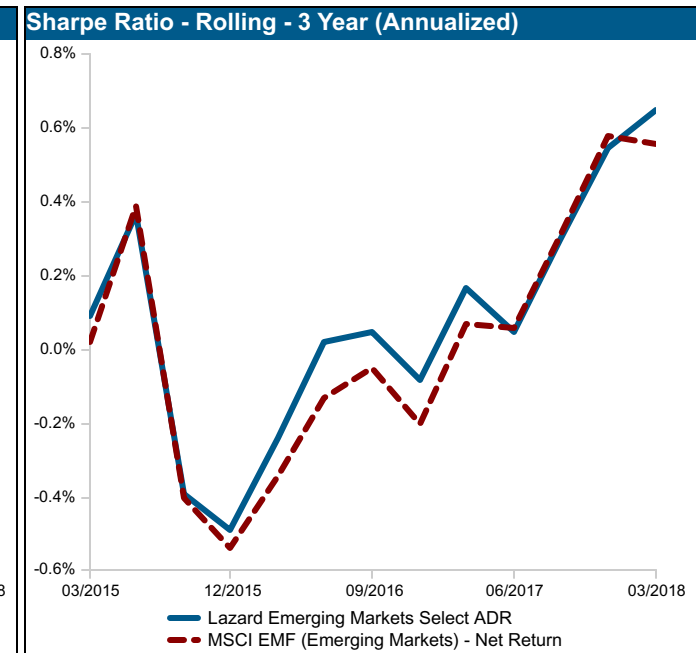
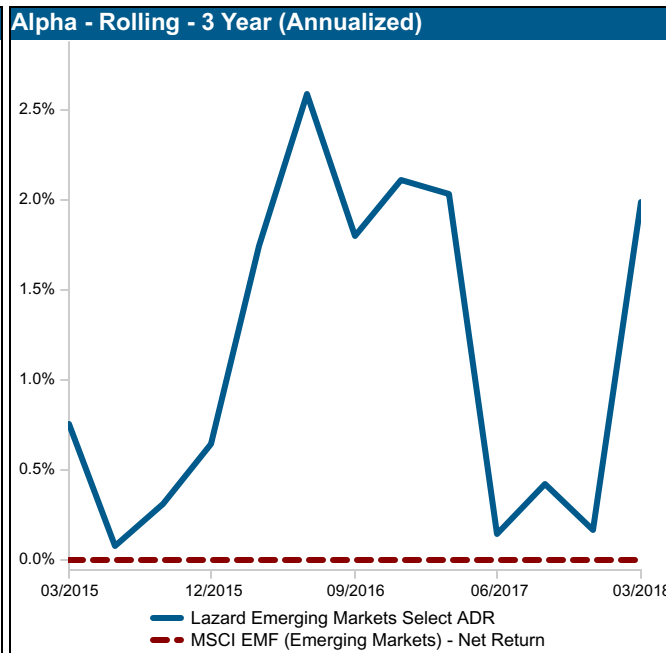
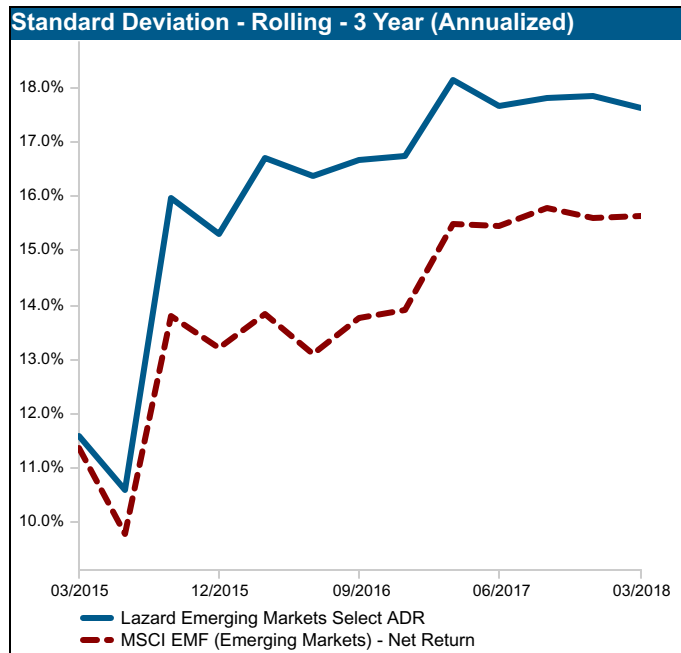
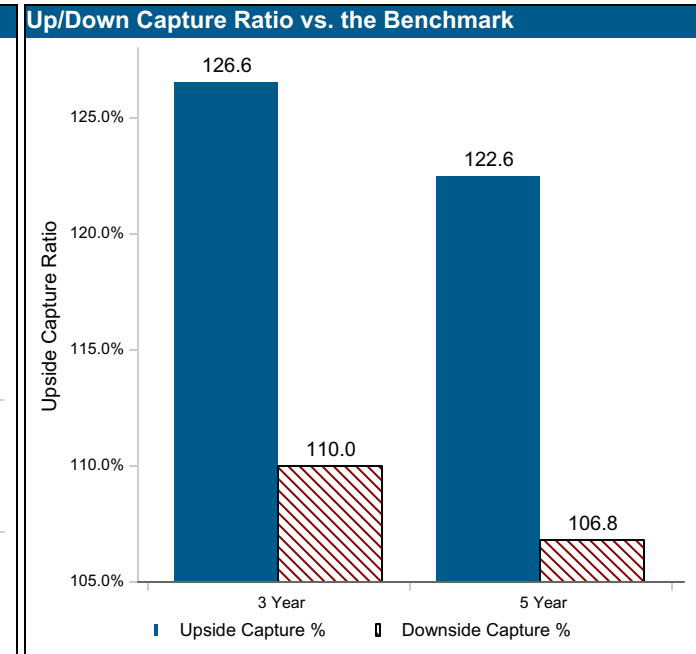
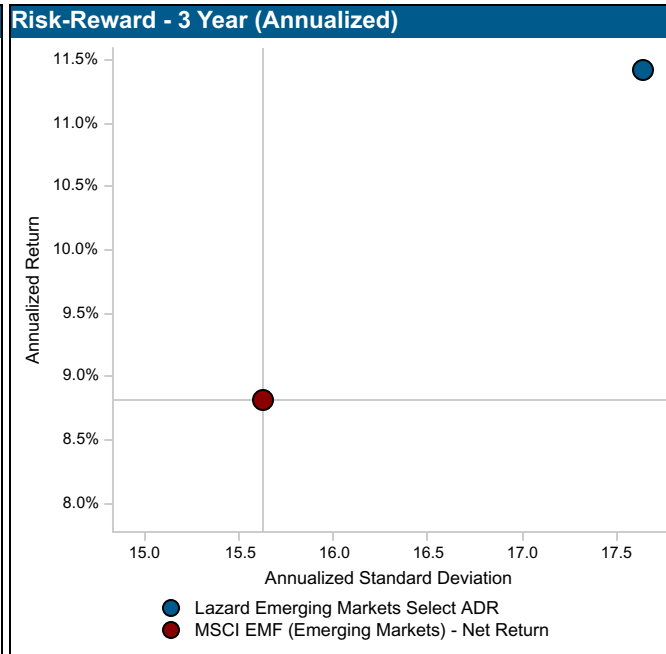
Current Quarter					Year to Date						
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.			
Banco do Brasil S.A. Spon...	2.94	0.67	Brazil	13.00	1.40	Banco do Brasil S.A. Spon...	2.94	0.67	Brazil	13.00	1.40
Localiza Rent A Car S.A....	2.38	0.63	Russia	9.68	1.19	Localiza Rent A Car S.A....	2.38	0.63	Russia	9.68	1.19
Oil company LUKOIL PJSC S...	2.60	0.47	South Africa	16.12	1.04	Oil company LUKOIL PJSC S...	2.60	0.47	South Africa	16.12	1.04
Taiwan Semiconductor Manu...	4.21	0.46	Taiwan	4.21	0.46	Taiwan Semiconductor Manu...	4.21	0.46	Taiwan	4.21	0.46
China Construction Bank C...	4.85	0.42	Mexico	3.81	0.33	China Construction Bank C...	4.85	0.42	Mexico	3.81	0.33

Bottom Contributors to Performance

Current Quarter					Year to Date						
	Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.		Avg. Weight	Wtd. Contrib.			
NetEase, Inc. Sponsored A...	3.84	-0.79	Indonesia	8.06	-0.68	NetEase, Inc. Sponsored A...	3.84	-0.79	Indonesia	8.06	-0.68
PT Telekomunikasi Indones...	1.78	-0.33	China	24.48	-0.59	PT Telekomunikasi Indones...	1.78	-0.33	China	24.48	-0.59
China Mobile Limited Spon...	3.04	-0.30	Turkey	4.04	-0.34	China Mobile Limited Spon...	3.04	-0.30	Turkey	4.04	-0.34
Hengan International Grou...	1.47	-0.28	Argentina	5.75	-0.33	Hengan International Grou...	1.47	-0.28	Argentina	5.75	-0.33
PT Astra International Tb...	2.03	-0.28	Korea	5.55	-0.16	PT Astra International Tb...	2.03	-0.28	Korea	5.55	-0.16

Portfolio Performance and Risk Statistics (Gross of Fees)

	3-Year	5-Year
Alpha	2.0%	1.1%
Beta	1.1	1.1
R2	92.0%	91.8%
Tracking Error	5.1%	4.6%
Information Ratio	0.5	0.3
Batting Average	83.3%	75.0%
Up Capture Ratio	126.6%	122.6%
Down Capture Ratio	110.0%	106.8%
Standard Deviation	17.6	15.5
Standard Deviation (Bmk)	15.6	13.6
Sharpe Ratio	0.6	0.4



Glossary of Terms

Active Share - is a measure of the percentage of stock holdings in a manager's portfolio that differ from the benchmark index. Active Share is calculated by taking the sum of the absolute value of the differences of the weight of each holding in the manager's portfolio versus the weight of each holding in the benchmark index and dividing by two.

Adjusted P/E - Trailing 12 Mo. - is a P/E calculation that excludes outliers (both high and low) from an aggregate P/E calculation. If a company's P/E falls outside the range, that P/E is considered NA. The weighted average is then calculated including only the P/E's of the companies within the range. P/E ratios that are exceedingly high or low (even negative) may potentially distort an unadjusted P/E ratio.

ADRs - American Depositary Receipts are U.S. dollar denominated forms of equity ownership in non-U.S. companies. These shares are issued against the local market shares held in the home market.

Allocation Effect - is the portion of portfolio excess return attributed to taking different group bets from the benchmark. (If either the portfolio or the benchmark has no position in a given group, allocation effect is the lone effect.) A group's allocation effect equals the weight of the portfolio's group minus the weight of the benchmark's group times the total return of the benchmark group minus the total return of the benchmark in aggregate.

Alpha - measures the difference between a portfolio's actual returns and its expected performance, given its level of risk as measured by Beta. A positive Alpha figure indicates the portfolio has performed better than its Beta would predict. A negative Alpha indicates the portfolio's underperformance given the expectations established by the Beta. The accuracy of the Alpha is therefore dependent on the accuracy of the Beta. Alpha is often viewed as a measurement of the value added or subtracted by a portfolio's manager.

Batting Average - measures how frequently a portfolio outperforms its benchmark on a quarterly basis. The statistic is obtained by dividing the number of quarters in which the portfolio outperformed the total return of the benchmark by the total number of quarters. For example, a portfolio with a batting average of 60% has outperformed the index more than it has underperformed.

Beta - measures a portfolio's volatility relative to its benchmark. A portfolio with a Beta higher than 1.0 has historically been more volatile than the benchmark, while a portfolio with a Beta lower than 1.0 has been less volatile. The accuracy of the Beta is dependent on R-Squared.

Correlation - a statistical measure of how two securities move in relation to each other. This measure is often converted into what is known as correlation coefficient, which ranges between -1 and +1. Perfect positive correlation (a correlation coefficient of +1) implies that as one security moves, either up or down, the other security will move in lockstep, in the same direction. Alternatively, perfect negative correlation means that if one security moves in either direction the security that is perfectly negatively correlated will move in the opposite direction. If the correlation is 0, the movements of the securities are said to have no correlation; they are completely random.

Dividend Yield - annual dividend per share divided by price per share. Dividend Yield for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Down Capture Ratio - the ratio of the portfolio's overall performance to the benchmark's overall performance, considering only periods that are negative in the benchmark. A Down Capture Ratio of less than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's negative quarters and preserves more of the portfolio's value during down markets.

Duration - quantifies the effect of changes in interest rates on the price of a bond or bond portfolio. The longer the duration, the more sensitive the bond or portfolio would be to changes in interest rates. Generally, if interest rates rise, bond prices fall and vice versa. Longer-term bonds carry a longer or higher duration than shorter-term bonds; as such, they would be affected by changing interest rates for a greater period of time if interest rates were to increase. Consequently, the price of a long-term bond would drop significantly as compared to the price of a short-term bond.

EPS Growth - Forecast - a measure of one year earnings (cash flow or dividends) per share growth from the prior fiscal year (FY0) to the current fiscal year (FY1) using analyst consensus forecasts. Growth is expressed as a percent. The FY1 EPS (earnings per share) growth rate for the portfolio is a weighted average of the forecasts for the individual stocks in the portfolio.

EPS Growth - 5 Year Forecast - The weighted average annualized earnings per share growth for a portfolio over the past five years.

Excess Return - represents the average quarterly total return of the portfolio relative to its benchmark. A portfolio with a positive Excess Return has on average outperformed its benchmark on a quarterly basis. This statistic is obtained by subtracting the benchmark return from the portfolio's return.

Information Ratio - represents the Excess Return divided by the Tracking Error. It provides a measure of the historical consistency of the portfolio's outperformance or underperformance relative to its benchmark. A higher, positive Information Ratio suggests that the portfolio's excess returns may have been the result of making measured or moderate bets against the relevant benchmark's risk exposures.

Market Cap (\$M) - the average portfolio market capitalization (market price multiplied by shares outstanding), weighted by the proportion of the portfolio's assets invested in each stock.

Maturity - the weighted average portfolio length of time until the principal amount of a bond must be repaid.

Mortgage-backed securities (MBS) - securities backed by a mortgage loan or a pool of mortgage loans secured by real property. Investors receive payments of interest and principal that are derived from payments received on the underlying mortgage loans.

P/E - Trailing 12-Mo. - the current price of a stock divided by the most recent 12 months trailing earnings per share. P/E for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Price-to-Book - price per share divided by book value per share. Price-to-Book for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Quality - Based upon per-share earnings and dividend records of the most recent 10 years, this ranking system attempts to capture the growth and stability of earnings and dividends for individual stocks. For a portfolio, the quality ranking is a weighted average. The quality rankings classification is as follows: A+ (highest), A (high), A- (above avg.), B+ (average),

B (below avg.), B- (lower), C (lowest), D (in reorganization), and LIQ (liquidation).

R-Squared (R²) - represents the percentage of the volatility of returns that is attributable to movements of the benchmark. It is a measure of "co-movement" between portfolio returns and benchmark returns. The closer the portfolio's R² is to 100%, the more closely the portfolio correlates to, or follows, the benchmark. Generally, highly diversified portfolios have higher R² percentages.

Return on Equity (ROE) - is another profitability ratio which gauges return on investment by measuring how effectually stockholder money is being employed by the company. ROE is calculated by dividing a company's net income by average total equity. Unlike Return on Assets (ROA), ROE considers the degree to which a company uses leveraging, as interest expense paid to creditors is generally deducted from earnings to arrive at net income. ROE for the portfolio is a weighted average of the results for the individual stocks in the portfolio.

Rolling Annualized Performance - measures the consistency of a portfolio's performance. For example, with three-year annualized returns rolled annually, the return shown for a given period is actually an annualized return for a particular year and the previous two years. Since performance is assessed over longer periods, the returns rolled annually give a better indication of trends.

Stock Selection Effect - is the portion of portfolio excess return attributable to choosing different securities within groups from the benchmark. A group's selection effect equals the weight of the benchmark's group multiplied by the total return of the portfolio's group minus the total return of the benchmark's group.

Sharpe Ratio - measures a portfolio's rate of return based on the risk it assumed and is often referred to as its risk-adjusted performance. Using Standard Deviation and returns in excess of the returns of T-bills, it determines reward per unit of risk. This measurement can help determine if the portfolio is reaching its goal of increasing returns while managing risk.

Standard Deviation - quantifies the volatility associated with a portfolio's returns. The statistic measures the variation in returns around the mean return. Unlike Beta, which measures volatility relative to the aggregate market, Standard Deviation measures the absolute volatility of a portfolio's return.

Total Effect - is the sum of all effects.

Tracking Error - represents the Standard Deviation of the Excess Return. This provides a historical measure of the variability of the portfolio's returns relative to its benchmark. A portfolio with a low Tracking Error would have quarterly Excess Returns that have exhibited very low volatility.

Up Capture Ratio - measures the portfolio's overall performance to the benchmark's overall performance, considering only periods that are positive in the benchmark. An Up Capture Ratio of more than 100% indicates a portfolio that outperforms the relative benchmark in the benchmark's positive quarters.

Index Descriptions and Disclosures

Depending on the composition of your account and your investment objectives any indices shown in this report may not be an appropriate measure for comparison purposes and are presented for illustration only. The strategy shown in this report does not necessarily seek to track the index, is not restricted to securities in the index and may be more volatile than the index. The benchmark below may differ from the benchmark assigned by the manager, please refer to the GIMA manager report for more details.

Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance of emerging markets.

Important Disclosures

REPORT FOR USE ONLY IN INVESTMENT ADVISORY PROGRAMS

This report is only to be used in Morgan Stanley Smith Barney LLC ("Morgan Stanley") investment advisory programs and not in connection with brokerage accounts.

THE GLOBAL INVESTMENT MANAGER ANALYSIS (GIMA) SERVICES ONLY APPLY TO CERTAIN INVESTMENT ADVISORY PROGRAMS

Global Investment Manager Analysis (GIMA) evaluates certain investment products for the purposes of some - but not all - of Morgan Stanley Smith Barney LLC's investment advisory programs (as described in more detail in the applicable Form ADV Disclosure Document for Morgan Stanley). If you do not invest through one of these investment advisory programs, Morgan Stanley is not obligated to provide you notice of any GIMA status changes even though it may give notice to clients in other programs.

FOCUS LIST, APPROVED LIST AND TACTICAL OPPORTUNITIES LIST; WATCH POLICY

GIMA uses two methods to evaluate investment products in applicable advisory programs: Focus (and investment products meeting this standard are described as being on the Focus List) and Approved (and investment products meeting this standard are described as being on the Approved List). In general, Focus entails a more thorough evaluation of an investment product than Approved. Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status).

GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved." The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager or fund to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" next to the "Status" on the cover page.

Certain investment products on either the Focus List or Approved List may also be recommended for the Tactical Opportunities List based in part on tactical opportunities existing at a given time. The investment products on the Tactical Opportunities List change over time.

For more information on the Focus List, Approved List, Tactical Opportunities List and Watch processes, please see the applicable Form ADV Disclosure Document for Morgan Stanley. Your Financial Advisor or Private Wealth Advisor can also provide upon request a copy of a publication entitled "GIMA At A Glance."

NO OBLIGATION TO UPDATE

Morgan Stanley has no obligation to update you when any information or opinion in this report changes.

STRATEGY MAY BE AVAILABLE AS A SEPARATELY MANAGED ACCOUNT OR MUTUAL FUND

Strategies are sometimes available in Morgan Stanley investment advisory programs both in the form of a separately managed account ("SMA") and a mutual fund. These may have different expenses and investment minimums. Your Financial Advisor or Private Wealth Advisor can provide more information on whether any particular strategy is available in more than one form in a particular investment advisory program.

CONSIDER YOUR OWN INVESTMENT NEEDS

This report is not intended to be a client-specific suitability analysis or recommendation, an offer to participate in any investment, or a recommendation to buy, hold or sell securities (includes securities of Morgan Stanley, and/or their affiliates if shown in this report). Do not use this report as the sole basis for investment decisions. Do not select an asset class or investment product based on performance alone. Consider all relevant information, including your existing portfolio, investment objectives, risk tolerance, liquidity needs and investment time horizon.

PERFORMANCE AND OTHER PORTFOLIO INFORMATION

General

Past performance does not guarantee future results. There is no guarantee that this investment strategy will work under all market conditions. As a result of recent market activity, current performance may vary from the performance shown in this report.

Performance results are time weighted and include all cash and cash equivalents, realized and unrealized capital gains and losses, and reinvestment of dividends, interest and other income. Performance results are annualized for periods greater than one year. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Performance results may be presented in a currency other than the currency of the country in which you live. Your actual return on this investment product may increase or decrease with fluctuations between currencies.

Sources of Performance Results and Other Data

The performance data and certain other information for this strategy (including the data on page 1 of this report) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Net performance information

Net performance results reflect a deduction from the gross performance of three components: 0.625% maximum quarterly (2.5% maximum annual) MS Advisory Fee and 0.0175% maximum quarterly (0.07% maximum annual) Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus the quarterly SMA Manager Fee currently charged by this investment manager to new clients for managing their assets in this strategy in the Select UMA program. The SMA Manager Fees range from 0.025% to 0.1875% per Quarter (0.10% to 0.75% per year) and may differ from manager to manager, and managers may change their fee to new clients from time to time.

The maximum total annual fee chargeable in a Morgan Stanley investment advisory program is generally no more than 3%. If you invest through a program in which your program fee is higher than 3%, then the net results would be lower.

Please see the Select UMA Manager Profile for this investment manager and strategy, for more details on the SMA Manager Fee for this strategy and performance and other information. The Profiles are available from your Financial Advisor and at www.morganstanley.com/ADV. Also, if you select this manager for your account, check the SMA Manager Fees specified in the written confirmation you receive when you open your investment advisory account, in case these have changed since you received the Select UMA Manager Profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Benchmark index

Depending on the composition of your account and your investment objectives, any indices shown in this report may not be an appropriate measure for comparison purposes and are therefore presented for illustration only. Indices are unmanaged. They do not reflect any management, custody, transaction or other expenses, and generally assume reinvestment of dividends, accrued income and capital gains. Past performance of indices does not guarantee future results. You cannot invest directly in an index.

Performance of indices may be more or less volatile than any investment product. The risk of loss in value of a specific investment (such as with an investment manager or in a fund) is not the same as the risk of loss in a broad market index. Therefore, the historical returns of an index will not be the same as the historical returns of a particular investment product.

Other data

Portfolio analysis may be based on information on less than all of the securities held in the portfolio. For equity portfolios, the analysis typically reflects securities representing at least 95% of portfolio assets. This may differ for other strategies, including those in the fixed income and specialty asset classes, due to availability of portfolio information.

Economic Sector Allocations and 10 Largest Holdings are accurate as of the most recent quarter end for which information was available when this report was prepared, and are subject to change at any time. 10 Largest Holdings lists indicate the largest security holdings in the portfolio, and Economic Sector Allocations are based on industry standard sector identification codes. Both are measured as a percentage of the total portfolio in terms of asset value as of the date indicated above.

Other data in this report is accurate as of the date this report was prepared unless stated otherwise. Data in this report may be calculated by the fund's investment manager, Morgan Stanley or a third party service provider.

Important Disclosures

SOURCES OF DATA

Material in this report has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

ASSET CLASS AND OTHER RISKS

Investing in **stocks**, **mutual funds** and **exchange-traded funds ("ETFs")** entails the risks of market volatility. The value of all types of investments may increase or decrease over varying time periods.

Nondiversification: For a portfolio that holds a concentrated or limited number of securities, a decline in the value of these investments would cause the portfolio's overall value to decline to a greater degree than a less concentrated portfolio. Portfolios that invest a large percentage of assets in **only one industry sector** (or in only a few sectors) are more vulnerable to price fluctuation than those that diversify among a broad range of sectors.

Value and **growth investing** also carry risks. Value investing involves the risk that the market may not recognize that securities are undervalued and they may not appreciate as anticipated. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations.

International Securities may carry additional risks, including foreign economic, political, monetary and/or legal factors, changing currency exchange rates, foreign taxes and differences in financial and accounting standards. International investing may not be for everyone. These risks may be magnified in **emerging markets**.

Small- and mid- capitalization companies may lack the financial resources, product diversification and competitive strengths of larger companies. The securities of small capitalization companies may not trade as readily as, and be subject to higher volatility than, those of larger, more established companies.

Bonds are subject to interest rate risk. When interest rates rise, bond prices fall; generally the longer a bond's maturity, the more sensitive it is to this risk. Bonds may also be subject to call risk, which allows the issuer to retain the right to redeem the debt, fully or partially, before the scheduled maturity date. Proceeds from sales prior to maturity may be more or less than originally invested due to changes in market conditions or changes in the credit quality of the issuer.

Ultra-short bond funds generally invest in fixed income securities with very short maturities, typically less than one year. They are not money market funds. While money market funds attempt to maintain a stable net asset value, an ultra-short bond fund's net asset value will fluctuate, which may result in the loss of the principal amount invested. They are therefore subject to the risks associated with debt securities such as credit and interest rate risk.

High yield bonds are subject to additional risks such as increased risk of default and greater volatility because of the lower credit quality of the issues. **Real estate investments:** property values can fall due to environmental, economic or other reasons, and changes in interest rates can negatively impact the performance of real estate companies.

Derivatives, in general, involve special risks and costs that may result in losses. The successful use of derivatives requires sophisticated management, in order to manage and analyze derivatives transactions. The prices of derivatives may move in unexpected ways, especially in abnormal market conditions. In addition, correlation between the particular derivative and an asset or liability of the manager may not be what the investment manager expected. Some derivatives are "leveraged" and therefore may magnify or otherwise increase investment losses. Other risks include the potential inability to terminate or sell derivative positions, as a result of counterparty failure to settle or other reasons.

Mortgage-backed securities ("MBS"), which include collateralized mortgage obligations ("CMOs"), also referred to as real estate mortgage investment conduits ("REMICs"), may not be suitable for all investors. There is the possibility of early return of principal due to mortgage prepayments, which can reduce expected yield and result in reinvestment risk. Conversely, return of principal may be slower than initial prepayment speed assumptions, extending the average life of the security up to its listed maturity date (also referred to as extension risk). Additionally, the underlying collateral supporting MBS may default on principal and interest payments. Investments in subordinated MBS involve greater credit risk of default than the senior classes of the same issue.

MBS are also sensitive to interest rate changes which can negatively impact the market value of the security. During times of heightened volatility, MBS can experience greater levels of illiquidity and larger price movements.

Commodities: The commodities markets may fluctuate widely based on a variety of factors including, but not limited to, changes in supply and demand relationships; governmental programs and policies; national and international political and economic events, war and terrorist events; changes in interest and exchange rates; trading activities in commodities and related contracts; pestilence, technological change and weather; and the price volatility of a commodity.

Alternative/hedged strategies may use various investment strategies and techniques for both hedging and more speculative purposes such as short selling, leverage, derivatives and options, which can increase volatility and the risk of investment loss. Alternative/hedged strategies are not appropriate for all investors. A short sales strategy includes the risk of loss due to an increase in the market value of borrowed securities. Such a strategy may be combined with purchasing long positions in an attempt to improve portfolio performance. A short sales strategy may result in greater losses or lower positive returns than if the portfolio held only long positions, and the portfolio's loss on a short sale is potentially unlimited. The use of leverage can magnify the impact of adverse issuer, political, regulatory, market, or economic developments on a company. A decrease in the credit quality of a highly leveraged company can lead to a significant decrease in the value of the company's securities. In a liquidation or bankruptcy, a company's creditors take precedence over the company's stockholders.

MLPs involve risks that differ from an investment in common stock. MLPs are controlled by their general partners, which generally have conflicts of interest and limited fiduciary duties to the MLP, which may permit the general partner to favor its own interests over the MLPs. The potential return of MLPs depends largely on the MLPs being treated as partnerships for federal income tax purposes. As a partnership, an MLP has no federal income tax liability at the entity level. Therefore, treatment of one or more MLPs as a corporation for federal income tax purposes could affect the portfolio's ability to meet its investment objective and would reduce the amount of cash available to pay or distribute to you. Legislative, judicial, or administrative changes and differing interpretations, possibly on a retroactive basis, could negatively impact the value of an investment in MLPs and therefore the value of your investment.

The current yield of **preferred securities** is calculated by multiplying the coupon by par value divided by the market price. The majority of \$25 and \$1000 par preferred securities are "callable" meaning that the issuer may retire the securities at specific prices and dates prior to maturity. Interest/dividend payments on certain preferred issues may be deferred by the issuer for periods of up to 5 to 10 years, depending on the particular issue. The investor would still have income tax liability even though payments would not have been received. Price quoted is per \$25 or \$1,000 share, unless otherwise specified. The initial rate on a floating rate or index-linked preferred security may be lower than that of a fixed-rate security of the same maturity because investors expect to receive additional income due to future increases in the floating/linked index. However, there can be no assurance that these increases will occur.

Convertible securities are convertible to equity at the option of the holder. The market value of the securities, and the underlying common stock into which they are convertible, will fluctuate. In particular, securities whose value depends on the performance of an underlying security entail potentially higher volatility and risk of loss compared to traditional bond investments. You should be aware that the market value of convertible bonds may not correspond directly to increases or decreases in the underlying stock.

NO TAX ADVICE

Tax laws are complex and subject to change. Morgan Stanley Smith Barney LLC ("Morgan Stanley"), its affiliates and Morgan Stanley Financial Advisors and Private Wealth Advisors do not provide tax or legal advice and are not "fiduciaries" (under ERISA, the Internal Revenue Code or otherwise) with respect to the services or activities described herein except as otherwise provided in writing by Morgan Stanley. Individuals are encouraged to consult their tax and legal advisors (a) before establishing a retirement plan or account, and (b) regarding any potential tax, ERISA and related consequences of any investments made under such plan or account.

If any investments in this report are described as "tax free", the income from these investments may be subject to state and local taxes and (if applicable) the federal Alternative Minimum Tax. Realized capital gains on these investments may be subject to federal, state and local capital gains tax.

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Nuveen Asset Management

333 West Wacker Drive
Chicago, Illinois 60606

Style: US Tax Free Core
Sub-Style: Intermediate Term Munis FI
Firm AUM: \$175.7 billion
Firm Strategy AUM: \$13.1 billion

Year Founded: 1989
GIMA Status: Approved
Firm Ownership: Nuveen Investments, Inc.
Professional-Staff: 191

PRODUCT OVERVIEW

Nuveen Asset Management's (NAM) intermediate term municipal fixed income portfolio has a primary objective of total return in a manner consistent with preservation of capital. NAM seeks to design client portfolios to provide high current tax-free income that enhances the risk-adjusted return of an investor's entire portfolio. NAM starts with a top-down approach to determine the overall economic outlook and prospects for changes in the municipal yield curve over time. This results in a duration target that is approximately +/- 20% of the benchmark (Barclays Municipal 7 Year). The manager then utilizes proprietary yield curve analysis tools to determine portfolio structure. A bottom-up approach is used for security selection and sector decisions, which are made by observing, analyzing and predicting market activity to select those securities with the best risk/reward relationships (spreads, trends, and expected changes are considered) in NAM's view. Accounts are invested to meet liquidity needs and diversification requirements. Average invest-up time is approximately four to six weeks, depending on supply. NAM will seek to avoid bonds subject to the Alternative Minimum Tax, if appropriate. In select states, NAM does offer state-specific or state-preference portfolios. Where state specific-only portfolios are not available, federally tax-exempt securities will be purchased.

TARGET PORTFOLIO CHARACTERISTICS

Number of bond holdings:	8 to 15
Average credit quality:	A to AAA
Average maturity:	5.0 to 10.0 years
Average duration:	5.0 to 6.5 years
Average coupon:	4.0 to 6.0%
Average turnover rate:	15 to 40%

PORTFOLIO STATISTICS

	-----03/18-----	09/17	
	Nuveen	Index***	Nuveen
Number of bond holdings	15	—	12
SEC Yield	4.2	—	4.0
Avg credit quality	AA	—	AA
Avg maturity	8.7 yrs.	—	8.67 yrs.
Avg duration	5.33 yrs.	—	5.37 yrs.
Avg coupon	4.7%	—	4.7%

FIXED INCOME SECTOR DISTRIBUTION (%)⁺

	03/18	12/17	09/17	06/17
Municipals	98.61	98.64	98.49	98.59
Cash/Cash Equivalents	1.39	1.36	1.51	1.41

⁺Total may not equal 100% due to rounding.

^{***}Index : BC 7 Year Municipal Bond Index

MANAGER'S INVESTMENT PROCESS

- Emphasize call protection
- Tax aware investing
- Add value by timely purchase and sale of intermediate maturity range bonds

RISK CONSIDERATIONS

Investing in securities entails risks, including: Municipals may realize gains, and shareholders will incur a tax liability from time to time. Income from the portfolios that invest in them are subject to state and local taxes and may at times be subject to the alternative minimum tax. It's important to note that a portfolio concentrating in a single state is subject to greater risk of adverse economic conditions and regulatory changes than a portfolio with broader geographical diversification. Fixed Income securities may be sensitive to changes in prevailing interest rates. When rates rise the value generally declines. Growth investing does not guarantee a profit or eliminate risk. The stocks of these companies can have relatively high valuations. Because of these high valuations, an investment in a growth stock can be more risky than an investment in a company with more modest growth expectations. Value investing does not guarantee a profit or eliminate risk. Not all companies whose stocks are considered to be value stocks are able to turn their business around or successfully employ corrective strategies which would result in stock prices that do not rise as initially expected.

PORTFOLIO'S MATURITY STRUCTURE (%) *

	03/18	12/17	09/17	06/17
0 to 2 Years	3.32	3.19	3.31	3.01
2 to 4 Years	7.65	7.44	7.44	6.91
4 to 6 Years	12.86	12.77	12.71	12.16
6 to 8 Years	15.53	15.76	16.31	15.64
8 to 12 Years	35.36	36.23	35.95	37.23
12 to 17 Years	23.84	23.16	22.68	23.54
Over 17 Years	0.05	0.09	0.09	0.10
Cash/Cash Equivalents	1.39	1.36	1.51	1.41

PORTFOLIO'S CREDIT QUALITY STRUCTURE (%) *

Investment Grade

	03/18	12/17	09/17	06/17
AAA	26.08	25.97	26.29	26.32
AA	61.04	61.37	60.89	60.88
A	10.76	10.78	10.76	10.81
BBB	0.06	0.05	0.06	0.07

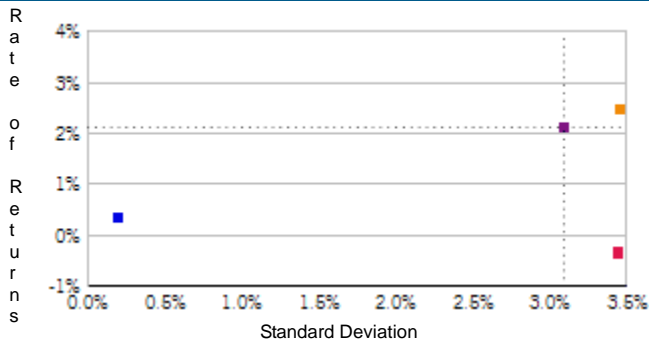
Below Investment Grade

BB	0.00	0.00	0.00	0.00
B	0.00	0.00	0.00	0.00
Below B	0.00	0.00	0.00	0.00
Not Rated	0.67	0.47	0.49	0.51
Cash/Cash Equivalents	1.39	1.36	1.51	1.41

*Total may not equal 100% due to rounding.

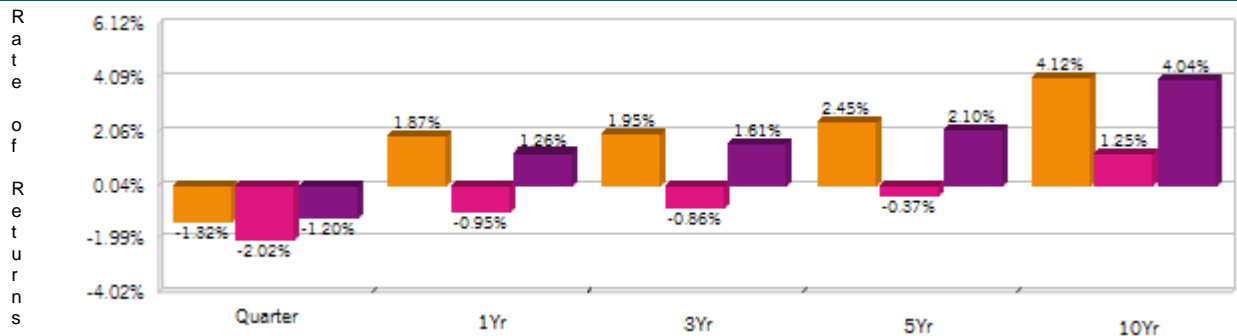
***Index : BC 7 Year Municipal Bond Index

RISK/RETURN ANALYSIS - 5 YEARS ENDING 03/31/18



	STD	ROR
Nuveen (Gross)	3.47	2.45
Nuveen (Net)	3.45	-0.37
BC Muni 7 Yr	3.10	2.10
90-Day T-Bills	0.21	0.31

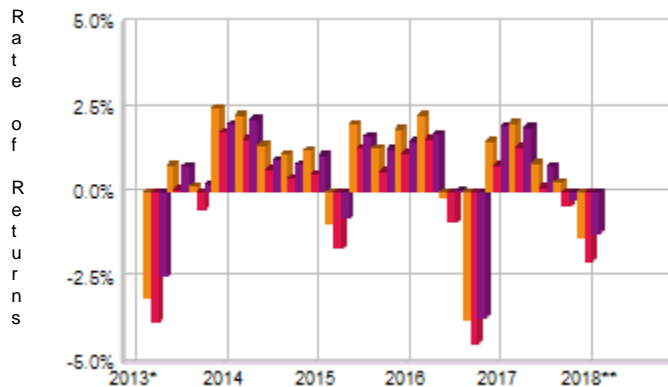
AVERAGE ANNUAL TOTAL RETURN (%) - PERIODS ENDING 03/31/18



INVESTMENT RESULTS

	Annual Rates of Return (%)										10 Year - Ending 03/31/18	
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Annual	Std. Dev.
Nuveen (Gross)	1.64	8.20	3.01	11.15	5.22	-2.08	7.49	3.65	0.10	4.80	4.12	3.94
Nuveen (Net)	-1.16	5.24	0.17	8.08	2.34	-4.78	4.54	0.79	-2.66	1.91	1.25	3.92
BC Muni 7 Yr	4.59	7.61	4.63	10.14	4.20	-0.97	6.10	3.26	-0.50	4.49	4.04	3.49

RISK VOLATILITY (%)



*04/01/13-12/31/13 **01/01/18-03/31/18

	Number Of	Up Qtrs.	Down
Nuveen (Gross)	15	5	
Nuveen (Net)	13	7	
BC Muni 7 Yr	15	5	

PORTFOLIO'S QUARTERLY RETURNS (%)

	Quarter1		Quarter2		Quarter3		Quarter4	
	Gross	Net	Gross	Net	Gross	Net	Gross	Net
2008	-0.10	-0.79	0.00	-0.70	-1.77	-2.46	3.58	2.86
2009	2.77	2.08	0.81	0.12	5.52	4.80	-1.03	-1.74
2010	0.81	0.11	2.38	1.67	3.42	2.71	-3.49	-4.17
2011	0.67	-0.04	3.90	3.19	3.40	2.69	2.77	2.05
2012	0.64	-0.05	1.85	1.15	2.08	1.37	0.56	-0.15
2013	0.05	-0.65	-3.11	-3.78	0.81	0.10	0.20	-0.50
2014	2.50	1.79	2.28	1.58	1.39	0.69	1.12	0.41
2015	1.24	0.54	-0.95	-1.65	2.01	1.30	1.32	0.62
2016	1.86	1.16	2.28	1.57	-0.17	-0.87	-3.75	-4.43
2017	1.51	0.80	2.04	1.33	0.86	0.16	0.32	-0.39
2018	-1.32	-2.02						

Related Select UMA

PORTFOLIO DIVERSIFICATION - R²(INCEPTION THROUGH 12/14)+

	R ²
Nuveen vs. BC Muni 7 Yr	0.96

+Statistics are calculated using gross of fee performance only.

PORTFOLIO'S RISK STATISTICS - PERIODS ENDING 03/31/18 ^{1 2}

	3 Year	5 Year
Standard Deviation	3.59%	3.47%
Standard Deviation of Primary Benchmark	3.36%	3.10%
Sharpe Ratio	0.41	0.62
Sharpe Ratio of Primary Benchmark	0.33	0.58
Alpha	0.28%	0.18%
Beta	1.05	1.10
Downside Risk	0.33%	0.40%
R-Squared	0.97	0.97
Tracking Error	0.64%	0.65%
Information Ratio	0.53	0.54

1. Statistics are calculated using gross of fee performance only.
2. BC Muni 7 Yr was used as the primary benchmark and the 90-Day T-Bills Index as the risk-free benchmark.

See important notes and disclosures pages for a discussion of the sources of the performance data used to calculate the performance results and related analyses shown above.

IMPORTANT NOTES AND DISCLOSURES

COMPOSITE DISCLOSURES

Past performance is no guarantee of future results. Actual individual account results may differ from the performance shown in this profile. There is no guarantee that this investment strategy will work under all market conditions. Do not use this profile as the sole basis for your investment decisions.

Performance results in this profile are calculated assuming reinvestment of dividends and income. Returns for more than one year are annualized and based on quarterly data. Returns for periods of less than a calendar year show the total return for the period and are not annualized.

Sources of Performance Results and Other Data: The performance data and certain other information for this strategy (including the data on page 1 of this profile) reflect the investment manager's results in managing Morgan Stanley program accounts, or the investment manager's results in managing accounts and investment products, in the same or a substantially similar investment discipline. (For periods through June 2012, the Fiduciary Services program operated through two channels - Morgan Stanley channel and the Smith Barney channel - and any performance and other data relating to Fiduciary Services accounts shown here for these periods is calculated using accounts in only one of the these channels.) This information for the investment manager is presented solely to provide information about accounts that were managed according to investment objectives and strategies the same or substantially similar to the corresponding investment discipline in the Select UMA program. Although the Fiduciary Services and Select UMA programs are both Morgan Stanley managed account programs, the performance results and other features of similar investment disciplines in the two programs may differ due to investment and operational differences. For example, the individual investment disciplines in the Select UMA accounts may contain fewer securities, which would lead to a more concentrated portfolio. The automatic rebalancing, wash sale loss and tax-harvesting features of the Select UMA program, which are not available in Fiduciary Services, also could cause differences in performance. Accordingly, the performance of the accounts in the Fiduciary Services program is not, and may differ significantly from, the performance of the accounts in the Select UMA program and should not be considered indicative of or a substitute for Select UMA performance. Similarly, performance results of the investment manager's composites may differ from those of Select UMA accounts managed in the same or a substantially similar investment discipline.

Related Performance:

Nuveen Asset Management's Intermediate Term Municipal HQ MA performance represents a composite of all fully discretionary municipal fixed income accounts with comparable investment objectives from Nuveen's intermediate high-quality municipal fixed income composite. Certain accounts included in the composite are under comprehensive fee or wrap account programs sponsored by unaffiliated broker-dealers. The composite consists of 9,238 accounts with a market value of \$7.0 billion as of 03/31/18.

Morgan Stanley Performance:

The composite consists of **2,040** account(s) with a market value of **\$1.5 billion** as of **03/31/2018**. In this profile, the performance from January 1, 1996 through June 30, 2012 consists of accounts managed by the investment manager in this strategy in either the Morgan Stanley or the Smith Barney form of the Fiduciary Services program. From July 1, 2012 through December 31, 2015, performance consists of all Fiduciary Services (FS) accounts managed by the investment manager in this strategy, subject to any other limitations stated in this profile. From January 1, 2016, performance consists of the performance of all FS accounts (as described in the previous sentence) as well as the performance of all single style Select UMA accounts managed by the investment manager in this strategy, subject to any other limitations stated in this profile. Performance composites calculated by Morgan Stanley include all fee-paying portfolios with no investment restrictions. New accounts are included beginning with the second full calendar month of performance. Terminated accounts are removed in the month in which they terminate (but prior performance of terminated accounts is retained). Performance is calculated on a total return basis and by asset weighting the individual portfolio returns using the beginning of period values.

Gross Performance: Nuveen's gross results do not reflect a deduction of any investment advisory fees or program fees, charged by Nuveen or Morgan Stanley, but are net of commissions charged on securities transactions.

Net Performance for all Periods: Net performance results reflect a deduction of 0.7% quarterly. This consists of three components: 0.625% maximum quarterly MS Advisory Fee and 0.0175% maximum quarterly Program Overlay Fee (which, together cover the services provided by Morgan Stanley), plus 0.0575% quarterly SMA Manager Fees (being the fee currently charged by Nuveen to new clients for managing their assets in the Select UMA program). The SMA Manager Fees may differ from manager to manager, and managers may change their fee to new clients from time to time. If you select this manager for your account, check the SMA Manager Fees specified in the written client agreement, in case these have changed since you received this profile. Historical net fees reflect the Advisory Fee Schedule as of March 31, 2014.

Morgan Stanley program fees are usually deducted quarterly, and have a compounding effect on performance. The Morgan Stanley program fee, which differs among programs and clients, is described in the applicable Morgan Stanley ADV brochure, which is available at www.morganstanley.com/ADV or on request from your Financial Advisor or Private Wealth Advisor.

Document approval date February 2013.

Focus List, Approved List, and Watch Status:

Global Investment Manager Analysis ("GIMA") uses two methods to evaluate investment products in applicable advisory programs. In general, strategies that have passed a more thorough evaluation may be placed on the "Focus List", while strategies that have passed through a different and less comprehensive evaluation process may be placed on the "Approved List". Sometimes an investment product may be evaluated using the Focus List process but then placed on the Approved List instead of the Focus List.

Investment products may move from the Focus List to the Approved List, or vice versa. GIMA may also determine that an investment product no longer meets the criteria under either evaluation process and will no longer be recommended in investment advisory programs (in which case the investment product is given a "Not Approved" status).

GIMA has a "Watch" policy and may describe a Focus List or Approved List investment product as being on "Watch" if GIMA identifies specific areas that (a) merit further evaluation by GIMA and (b) may, but are not certain to, result in the investment product becoming "Not Approved". The Watch period depends on the length of time needed for GIMA to conduct its evaluation and for the investment manager to address any concerns. GIMA may, but is not obligated to, note the Watch status in this report with a "W" or "Watch" on the cover page.

For more information on the Focus List, Approved List, and Watch processes, please see the applicable Morgan Stanley ADV brochure (www.ms.com/adv). Your Financial Advisor or Private Wealth Advisor can provide on request a copy of a paper entitled "GIMA: At A Glance".

ADDITIONAL DISCLOSURES

The information about a representative account is for illustrative purposes only. Actual account holdings, performance and other data will vary depending on the size of an account, cash flows within an account, and restrictions on an account. Holdings are subject to change daily. The information in this profile is not a recommendation to buy, hold or sell securities.

Actual portfolio statistics may vary from target portfolio characteristics.

The investment manager may use the same or substantially similar investment strategies, and may hold similar portfolios of investments, in other portfolios or products it manages (including mutual funds). These may be available at Morgan Stanley or elsewhere, and may cost an investor more or less than this strategy in Morgan Stanley's Select UMA program.

The portfolio may, at times, invest in exchange-traded funds (ETFs), which are a form of equity security in seeking to maintain continued full exposure to the broad equity market.

Morgan Stanley investment advisory programs may require a minimum asset level and, depending on your specific investment objectives and financial position, may not be suitable for you. Investment advisory program accounts are opened pursuant to a written client agreement.

The investment manager acts independently of, and is not an affiliate of, Morgan Stanley Smith Barney LLC.

Diversification does not guarantee a profit or protect against a loss.

No obligation to notify

Morgan Stanley has no obligation to notify you when information in this profile changes.

Sources of information

Material in this profile has been obtained from sources that we believe to be reliable, but we do not guarantee its accuracy, completeness or timeliness. Third party data providers make no warranties or representations relating to the accuracy, completeness or timeliness of the data they provide and are not liable for any damages relating to this data.

No tax advice

Morgan Stanley and its affiliates do not render advice on legal, tax and/or tax accounting matters to clients. Each client should consult his/her personal tax and/or legal advisor to learn about any potential tax or other implications that may result from acting on a particular recommendation.

Not an ERISA fiduciary

Morgan Stanley is not acting as a fiduciary under either the Employee Retirement Income Security Act of 1974, as amended, or under section 4975 of the Internal Revenue Code of 1986, as amended, in providing the information in this profile.

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INDEX DESCRIPTIONS

90-Day T-Bills

The 90-Day Treasury Bill is a short-term obligation issued by the United States government. T-bills are purchased at a discount to the full face value, and the investor receives the full value when they mature. The difference of discount is the interest earned. T-bills are issued in denominations of \$10,000 auction and \$1,000 increments thereafter.

BC Muni 7 Yr

The Barclays Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market. This index is the 7 Year (6-8) component of the Municipal Bond index.

S&P 500

The S&P 500 Total Return has been widely regarded as the best single gauge of the large cap U.S. equities market since the index was first published in 1957. The index has over \$5.58 trillion benchmarked, with index assets comprising approximately \$1.31 trillion of this total. The index includes 500 leading companies in leading industries of the U.S. economy, capturing 75% coverage of U.S. equities. This index includes dividend reinvestment.

Indices are unmanaged and have no expenses. You cannot invest directly in an index.

GLOSSARY OF TERMS

Alpha is a mathematical estimate of risk-adjusted return expected from a portfolio above and beyond the benchmark return at any point in time.

American Depositary Receipts (ADRs) are receipts for shares of a foreign-based corporation held in the vault of a U.S. bank.

Average Portfolio Beta is a measure of the sensitivity of a benchmark or portfolio's rates of return to changes against a market return. The market return is the S&P 500 Index. It is the coefficient measuring a stock or a portfolio's relative volatility.

Beta is a measure of the sensitivity of a portfolio's rates of return to changes in the market return. It is the coefficient measuring a stock or a portfolio's relative volatility.

Bottom-Up Stock Selection Emphasis primarily on individual stock selection. Considerations of economic and industry factors are of secondary importance in the investment decision-making process.

Capitalization is defined as the following: Mega (Above \$100 billion), Large (\$12 to \$100 billion), Medium (\$2.5 - \$12 billion), Small (\$.50 - \$2.5 billion) and Micro (below \$.50 billion).

Dividend a portion of a company's profit paid to common and preferred shareholders.

Downside Risk is a measure of the risk associated with achieving a specific target return. This statistic separates portfolio volatility into downside risk and upside uncertainty. The downside considers all returns below the target return, while the upside considers all returns equal to or above the target return.

Duration is a measure of price sensitivity expressed in years.

High Grade Corporate Bonds corporate bonds from issuers with credit ratings of AA or AAA.

Information Ratio is a measure of the investment manager's skill to add active value against a given benchmark relative to how stable that active return has been. Essentially, the information ratio explains how significant a manager's alpha is. Therefore, the higher the information ratio, the more significant the alpha.

Investment Grade Bonds are those rated by Standard & Poor's AAA (highest rated), AA, A or BBB (or equivalent rating by other rating agencies or, in the case of securities not rated, by the investment manager).

Price/Book Ratio (P/B) weighted average of the stocks' price divided by book value per share. Book value per share is defined as common equity, including intangibles, divided by shares outstanding times the adjustment factor.

Price/Cash Flow Ratio a ratio used to compare a company's market value to its cash flow. It is calculated by dividing the company's market cap by the company' operating cash flow in the most recent fiscal year (or the most recent four fiscal quarters); or, equivalently, divide the per-share stock price by the per-share operating cash flow.

Price/Earnings Ratio (P/E Ratio) shows the multiple of earnings at which a stock sells. Determined by dividing current stock price by current earnings per share (adjusted for stock splits). Earnings per share for the P/E ratio are determined by dividing earnings for past 12 months by the number of common shares outstanding. The P/E ratio shown here is calculated by the harmonic mean.

Price/Sales Ratio determined by dividing current stock price by revenue per share (adjusted for stock splits). Revenue per share for the P/S ratio is determined by dividing revenue for past 12 months by number of shares outstanding.

R2 (R-Squared)/Portfolio Diversification indicates the proportion of a security's total variance that is benchmark-related or is explained by variations in the benchmark.

Sharpe Ratio measures the efficiency, or excess return per unit of volatility, of a manager's returns. It evaluates managers' performance on a volatility-adjusted basis.

Standard Deviation is a statistical measure of historical variability or spread of returns around a mathematical average return that was produced by the investment manager over a given measurement period. The higher the standard deviation, the greater the variability in the investment manager's returns relative to its average return.

Top-Down/Economic Analysis Emphasis primarily on macroeconomic trends as opposed to bottom-up stock selection.

Tracking Error represents the standard deviation of the difference between the performance of the investment strategy and the benchmark. This provides a historical measure of the variability of the investment strategy's returns relative to its benchmark.

U.S. Treasury Bonds a marketable, fixed interest U.S. government debt security with a maturity of more than 10 years. Treasury bonds make interest payments semi-annually and the income that holders receive is only taxed at the federal level.

Volatility a measure of risk based on the standard deviation of the asset return. Volatility is a variable that appears in option pricing formulas, where it denotes the volatility of the underlying asset return from now to the expiration of the option. There are volatility indexes. Such as a scale of 1-9; a higher rating means higher risk.

Vanguard FTSE Developed Markets ETF (USD)

Morningstar Analyst Rtg™
 Silver
 07-17-2018

Overall Morningstar Rtg™
 ★★★★★
 623 US Fund Foreign Large Blend

Standard Index
 MSCI ACWI Ex USA NR USD

Category Index
 MSCI ACWI Ex USA NR USD

Morningstar Cat
 US Fund Foreign Large Blend

Performance 06-30-2018					
Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	-1.99	-0.24	6.38	-1.44	2.51
2017	7.81	6.39	5.55	4.44	26.44
2018	-1.13	-1.60	—	—	-2.71
Trailing Returns					
	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Std Mkt 06-30-18	6.97	—	6.90	3.21	1.65
Std NAV 06-30-18	7.25	—	6.95	3.23	1.71
Mkt Total Ret	6.97	5.68	6.90	3.21	1.65
NAV Total Ret	7.25	5.67	6.95	3.23	1.71
+/- Std Index	-0.03	0.61	0.96	0.69	—
+/- Cat Index	-0.03	0.61	0.96	0.69	—
% Rank Cat	30	21	20	29	—
No. in Cat	774	623	533	371	—

30-day SEC Yield Subsidized Unsubsidized

Performance Disclosure

The Overall Morningstar Rating is based on risk-adjusted returns, derived from a weighted average of the three-, five-, and 10-year (if applicable) Morningstar metrics.

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate; thus an investor's shares, when sold or redeemed, may be worth more or less than their original cost.

Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 866-499-8473 or visit www.vanguard.com.

Fees and Expenses

Fund Expenses	
Management Fees %	0.04
Expense Ratio %	0.07
12b1 Expense %	NA

Risk and Return Profile

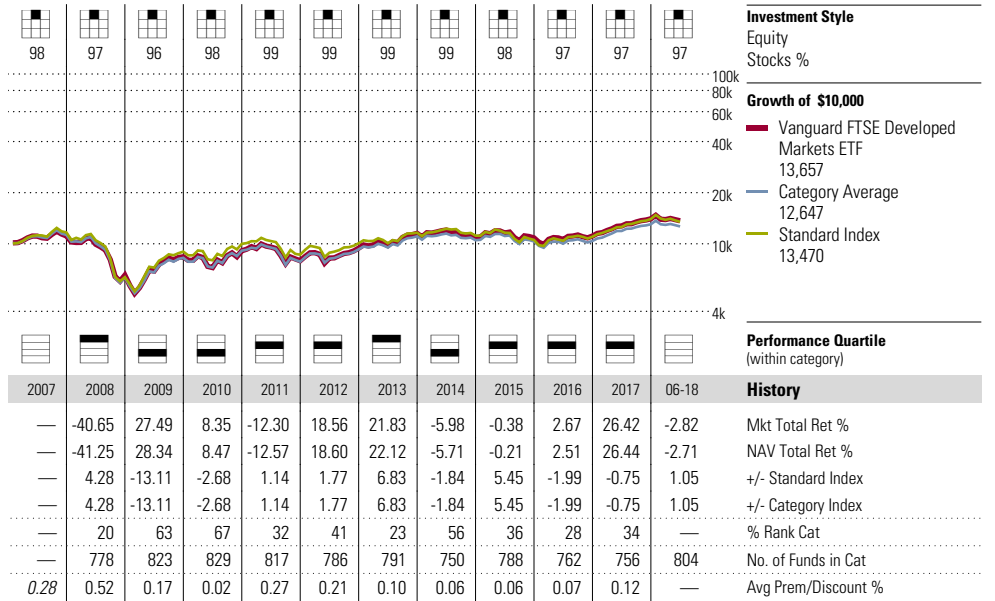
	3 Yr	5 Yr	10 Yr
Morningstar Rating™	4★	4★	4★
Morningstar Risk	Avg	Avg	Avg
Morningstar Return	+Avg	+Avg	+Avg
Standard Deviation NAV	11.30	11.22	18.48
Standard Deviation MKT	11.19	11.30	18.70
Mean NAV	5.67	6.95	3.23
Mean MKT	5.68	6.90	3.21
Sharpe Ratio	0.48	0.62	0.25

MPT Statistics	Standard Index	Best Fit Index
NAV	MSCI EAFE NR USD	—
Alpha	0.93	1.04
Beta	0.91	0.92
R-Squared	95.97	96.59

12-Month Yield	—
Potential Cap Gains Exp	—
Leveraged	No
Leverage Type	—
Leverage %	100.00
Primary Prospectus Benchmark	FTSE Dvlp ex US All Cap(US RIC)NR USD

Operations

Family:	Vanguard	Ticker:	VEA
Manager:	Multiple	Incept:	07-20-2007
Tenure:	5.4 Years	Expiration Date:	—
Total Assets:	\$71,470.0 mil	Exchange:	NYSE ARCA
Shares Outstanding:	1,629.13 mil	NAV:	42.92
Type:	ETF	Prem/Discount:	-0.05



Portfolio Analysis 06-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 05-2018	Share Amount	Holdings : 3,838 Total Stocks , 6 Total Fixed-Income, 3% Turnover Ratio	Net Assets %
Cash	1.33	1.33	0.00	—	—	—	—
US Stocks	1.07	1.07	0.00	⊖	17 mil	Nestle SA	1.23
Non-US Stocks	96.22	96.22	0.00	⊕	113 mil	HSBC Holdings PLC	0.97
Bonds	0.19	0.19	0.00	⊖	24 mil	Samsung Electronics Co Ltd	0.90
Other/Not Clsfd	1.19	1.19	0.00	⊖	14 mil	Toyota Motor Corp	0.86
Total	100.00	100.00	0.00	⊕	12 mil	Novartis AG	0.85

Equity Style

Value	Blend	Growth	Port Avg	Rel Index	Rel Cat
Large	█	█	14.4	1.00	1.07
Mid	█	█	9.5	1.01	0.96
Small	█	█	1.5	0.96	2.60
High	█	█	22689	0.67	0.57
Mid	█	█	—	—	—
Low	█	█	—	—	—

Fixed-Income Style

Ltd	Mod	Ext	Avg Eff Maturity	—
High	█	█	Avg Eff Duration	—
Mid	█	█	Avg Wtd Coupon	—
Low	█	█	Avg Wtd Price	—

Credit Quality Breakdown

Rating	Bond %
AAA	—
AA	—
A	—
BBB	—
BB	—
B	—
Below B	—
NR	—

Regional Exposure

Region	Stocks %	Rel Std Index
Americas	9.5	0.95
Greater Europe	53.1	1.15
Greater Asia	37.4	0.86

⊕	26 mil	Royal Dutch Shell PLC Class A	0.82
⊕	4 mil	Roche Holding AG Dividend Right Ce	0.79
⊕	14 mil	Total SA	0.79
⊕	110 mil	BP PLC	0.77
⊕	21 mil	Royal Dutch Shell PLC B	0.69
⊕	13 mil	British American Tobacco PLC	0.58
⊕	5 mil	SAP SE	0.58
⊖	8 mil	Royal Bank of Canada	0.56
⊖	10 mil	The Toronto-Dominion Bank	0.55
⊕	68 mil	Aia	0.54

S&P Sector Weightings

Sector	Stocks %	Rel Std Index
Energy	7.0	0.94
Materials	8.9	1.09
Industrials	14.8	1.27
Cons Disc	12.4	1.10
Cons Stpls	10.1	1.04
Health Care	9.4	1.15
Financials	19.3	0.88
Info Tech	8.5	0.71
Telecom	3.0	0.82
Utilities	3.0	0.99
Real Estate	3.6	1.14

Vanguard FTSE Emerging Markets ETF (USD)

Morningstar Analyst Rtg™
Bronze
 05-03-2018

Overall Morningstar Rtg™
 ★★★
 688 US Fund Diversified
 Emerging Mkts

Standard Index
 MSCI ACWI Ex
 USA NR USD

Category Index
 MSCI EM NR USD

Morningstar Cat
 US Fund Diversified
 Emerging Mkts

Performance 06-30-2018					
Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	5.36	2.33	7.80	-3.84	11.75
2017	10.87	3.47	7.76	6.28	31.38
2018	2.06	-9.09	—	—	-7.21
Trailing Returns					
	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Std Mkt 06-30-18	5.94	—	4.34	1.68	6.54
Std NAV 06-30-18	6.27	—	4.32	1.79	6.49
Mkt Total Ret					
5.94	3.68	4.34	1.68	6.54	
NAV Total Ret					
6.27	3.56	4.32	1.79	6.49	
+/- Std Index					
-1.01	-1.51	-1.68	-0.75	—	
+/- Cat Index					
-1.94	-2.04	-0.70	-0.47	—	
% Rank Cat					
53	72	56	55	—	
No. in Cat					
823	688	489	203	—	

30-day SEC Yield

Subsidized Unsubsidized

Performance Disclosure

The Overall Morningstar Rating is based on risk-adjusted returns, derived from a weighted average of the three-, five-, and 10-year (if applicable) Morningstar metrics.

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate; thus an investor's shares, when sold or redeemed, may be worth more or less than their original cost.

Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 800-662-7447 or visit www.vanguard.com.

Fees and Expenses

Fund Expenses	
Management Fees %	0.07
Expense Ratio %	0.14
12b1 Expense %	NA

Risk and Return Profile

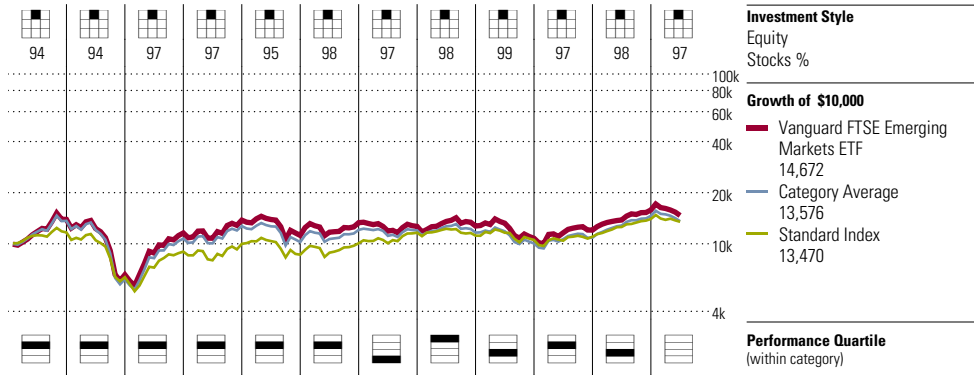
	3 Yr	5 Yr	10 Yr
	688 funds	489 funds	203 funds
Morningstar Rating™	2★	3★	3★
Morningstar Risk	Avg	+Avg	Avg
Morningstar Return	-Avg	Avg	Avg
Standard Deviation NAV	15.56	14.85	22.59
Standard Deviation MKT	15.59	15.01	22.85
Mean NAV	3.56	4.32	1.79
Mean MKT	3.68	4.34	1.68
Sharpe Ratio	0.25	0.33	0.18

MPT Statistics	Standard Index	Best Fit Index
NAV	MSCI EM NR USD	MSCI EM NR USD
Alpha	-1.42	-1.80
Beta	1.08	0.96
R-Squared	71.89	98.02

12-Month Yield	—
Potential Cap Gains Exp	—
Leveraged	No
Leverage Type	—
Leverage %	100.00
Primary Prospectus Benchmark	FTSE EMs AC China A Incl (US RIC) NR USD

Operations

Family:	Vanguard
Manager:	Multiple
Tenure:	9.9 Years
Total Assets:	\$61,826.0 mil
Shares Outstanding:	1,418.03 mil
Type:	ETF



Year	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	06-18	History
Mkt Total Ret %	37.26	-52.49	76.28	19.46	-18.75	19.20	-4.92	-0.07	-15.81	12.21	31.48	-7.32	Mkt Total Ret %
NAV Total Ret %	39.05	-52.77	76.28	18.99	-18.68	18.84	-5.00	0.60	-15.35	11.75	31.38	-7.21	NAV Total Ret %
+/- Standard Index	22.40	-7.25	34.83	7.84	-4.97	2.01	-20.29	4.46	-9.69	7.26	4.19	-3.45	+/- Standard Index
+/- Category Index	-0.37	0.56	-2.23	0.12	-0.25	0.62	-2.40	2.79	-0.43	0.57	-5.90	-0.56	+/- Category Index
% Rank Cat	36	38	34	42	41	48	77	17	62	26	66	—	% Rank Cat
No. of Funds in Cat	274	312	367	386	458	552	614	749	840	813	806	861	No. of Funds in Cat
Avg Prem/Discount %	0.31	0.58	0.39	0.11	0.07	0.01	-0.30	-0.12	-0.14	0.26	0.20	—	Avg Prem/Discount %

Portfolio Analysis 06-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 05-2018	Share Amount	Holdings: 4,020 Total Stocks, 6 Total Fixed-Income, 6% Turnover Ratio	Net Assets %
Cash	1.80	1.80	0.00				
US Stocks	2.36	2.36	0.00	⊖	88 mil	Tencent Holdings Ltd	5.32
Non-US Stocks	95.05	95.05	0.00	⊕	16 mil	Alibaba Group Holding Ltd ADR	3.59
Bonds	0.02	0.02	0.00	⊖	7 mil	Naspers Ltd Class N	2.00
Other/Not Clsfd	0.77	0.77	0.00	⊖	224 mil	Taiwan Semiconductor Manufacturing	1.91
Total	100.00	100.00	0.00	⊖	1,390 mil	China Construction Bank Corp H	1.53

Equity Style	Portfolio Statistics	Port Avg	Rel Index	Rel Cat	Share Chg since 05-2018	Share Amount	Holdings	Net Assets %
P/E Ratio TTM	14.5	1.01	1.04	⊖	30 mil	Taiwan Semiconductor Manufacturing	1.32	
P/C Ratio TTM	9.3	0.98	0.99	⊕	4 mil	Baidu Inc ADR	1.25	
P/B Ratio TTM	1.8	1.09	3.47	⊖	1,221 mil	Industrial And Commercial Bank Of	1.09	
Geo Avg Mkt Cap \$mil	19861	0.58	0.63	⊖	81 mil	Ping An Insurance (Group) Co. of C	0.89	
				⊖	82 mil	China Mobile Ltd	0.87	
				⊖	26 mil	Housing Development Finance Corp L	0.86	
				⊖	48 mil	Reliance Industries Ltd	0.82	
				⊖	230 mil	Hon Hai Precision Industry Co Ltd	0.75	
				⊖	1,192 mil	Bank Of China Ltd H	0.71	
				⊖	29 mil	Infosys Ltd	0.67	

Fixed-Income Style

Fixed-Income Style	Avg Eff Maturity	Avg Eff Duration	Avg Wtd Coupon	Avg Wtd Price
	—	—	—	—

Credit Quality Breakdown

Credit Quality Breakdown	Bond %
AAA	—
AA	—
A	—
BBB	—
BB	—
B	—
Below B	—
NR	—

Regional Exposure	Stocks %	Rel Std Index
Americas	12.0	1.19
Greater Europe	14.7	0.32
Greater Asia	73.3	1.68

S&P Sector Weightings	Stocks %	Rel Std Index
Energy	7.3	0.98
Materials	8.0	0.98
Industrials	6.4	0.55
Cons Disc	10.4	0.93
Cons Stpls	6.7	0.69
Health Care	3.5	0.44
Financials	22.2	1.02
Info Tech	23.8	2.00
Telecom	4.4	1.20
Utilities	2.9	0.98
Real Estate	4.2	1.31

Vanguard Growth ETF (USD)

Morningstar Analyst Rtg™

 07-11-2018

Overall Morningstar Rtg™
 ★★★★★
 1,265 US Fund Large Growth

Standard Index
 S&P 500 TR USD

Category Index
 Russell 1000
 Growth TR USD

Morningstar Cat
 US Fund Large Growth

Performance 06-30-2018

Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	0.34	1.02	5.14	-0.42	6.13
2017	9.60	4.70	4.85	6.22	27.80
2018	1.19	5.90	—	—	7.16

Trailing Returns	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Std Mkt 06-30-18	19.32	—	15.37	11.18	9.13
Std NAV 06-30-18	19.34	—	15.35	11.18	9.13
Mkt Total Ret	19.32	13.31	15.37	11.18	9.13
NAV Total Ret	19.34	13.31	15.35	11.18	9.13
+/- Std Index	4.97	1.38	1.93	1.01	—
+/- Cat Index	-3.17	-1.66	-1.01	-0.65	—
% Rank Cat	58	40	40	33	—
No. in Cat	1,454	1,265	1,141	825	—

30-day SEC Yield 07-27-2018	Subsidized	Unsubsidized
	1.19	1.19

Performance Disclosure

The Overall Morningstar Rating is based on risk-adjusted returns, derived from a weighted average of the three-, five-, and 10-year (if applicable) Morningstar metrics.

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Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 866-499-8473 or visit www.vanguard.com.

Fees and Expenses

Fund Expenses	
Management Fees %	0.04
Expense Ratio %	0.05
12b1 Expense %	NA

Risk and Return Profile

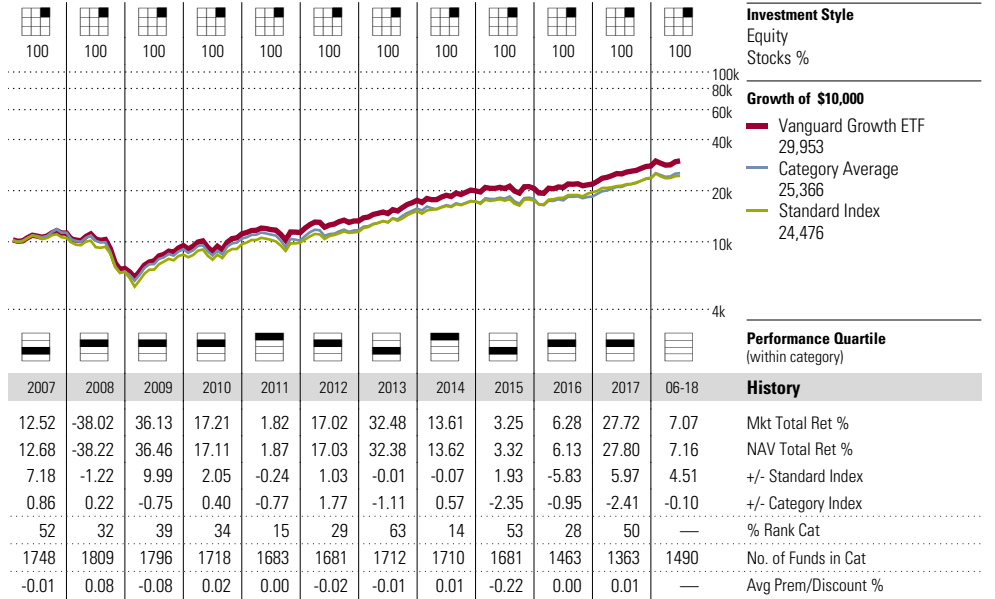
	3 Yr	5 Yr	10 Yr
Morningstar Rating™	3★	3★	4★
Morningstar Risk	Avg	Avg	Avg
Morningstar Return	Avg	Avg	+Avg
Standard Deviation NAV	11.41	10.82	15.31
Standard Deviation MKT	11.45	11.08	15.42
Mean NAV	13.31	15.35	11.18
Mean MKT	13.31	15.37	11.18
Sharpe Ratio	1.09	1.34	0.75

MPT Statistics	Standard Index	Best Fit Index
NAV		Russell 1000 Growth TR USD
Alpha	0.56	-1.78
Beta	1.07	1.03
R-Squared	91.58	98.76

12-Month Yield	1.11%
Potential Cap Gains Exp	—
Leveraged	No
Leverage Type	—
Leverage %	100.00
Primary Prospectus Benchmark	CRSP US Large Cap Growth TR USD

Operations

Family:	Vanguard
Manager:	Multiple
Tenure:	23.6 Years
Total Assets:	\$36,459.3 mil
Shares Outstanding:	236.04 mil
Type:	ETF



Portfolio Analysis 06-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 05-2018	Share Amount	Holdings : 306 Total Stocks , 2 Total Fixed-Income, 8% Turnover Ratio	Net Assets %
Cash	0.40	0.40	0.00				
US Stocks	98.54	98.54	0.00	⊖	31 mil	Apple Inc	7.16
Non-US Stocks	1.04	1.04	0.00	⊕	3 mil	Amazon.com Inc	6.13
Bonds	0.01	0.01	0.00	⊕	17 mil	Facebook Inc A	4.07
Other/Not Clsfd	0.00	0.00	0.00	⊕	2 mil	Alphabet Inc A	2.95
Total	100.00	100.00	0.00	⊕	2 mil	Alphabet Inc C	2.89

Equity Style	Portfolio Statistics	Port Avg	Rel Index	Rel Cat
Value Blend Growth	P/E Ratio TTM	25.6	1.25	0.94
Mid	P/C Ratio TTM	17.8	1.30	1.00
Small	P/B Ratio TTM	5.7	1.79	31.92
High	Geo Avg Mkt Cap \$mil	95209	0.95	0.60

Fixed-Income Style	Avg Eff Maturity	Avg Eff Duration	Avg Wtd Coupon	Avg Wtd Price
Ltd	—	—	—	—
Mod	—	—	—	—
Ext	—	—	1.99	—
High	—	—	—	—
Med	—	—	—	—
Low	—	—	—	—

Credit Quality Breakdown	Bond %
AAA	—
AA	—
A	—
BBB	—
BB	—
B	—
Below B	—
NR	—

Regional Exposure	Stocks %	Rel Std Index
Americas	99.1	1.00
Greater Europe	0.0	0.00
Greater Asia	0.9	1.74

⊕	13 mil	Visa Inc Class A	2.07
⊖	8 mil	The Home Depot Inc	1.97
⊕	4 mil	Boeing Co	1.71
⊕	7 mil	Mastercard Inc A	1.59
⊕	3 mil	Netflix Inc	1.41
⊕	32 mil	Comcast Corp Class A	1.32
⊕	10 mil	Walt Disney Co	1.30
⊖	11 mil	AbbVie Inc	1.23
⊕	4 mil	NVIDIA Corp	1.13
⊕	11 mil	Philip Morris International Inc	1.10

S&P Sector Weightings	Stocks %	Rel Std Index
Energy	4.0	0.62
Materials	1.8	0.71
Industrials	9.6	1.01
Cons Disc	21.4	1.66
Cons Stpls	4.7	0.67
Health Care	11.8	0.84
Financials	4.3	0.31
Info Tech	37.3	1.44
Telecom	0.2	0.11
Utilities	0.0	0.00
Real Estate	4.9	1.71

Vanguard Mid-Cap ETF (USD)

Morningstar Analyst Rtg™
Gold
 10-03-2017

Overall Morningstar Rtg™
★★★
 369 US Fund Mid-Cap Blend

Standard Index
 S&P 500 TR USD

Category Index
 Russell Mid Cap TR USD

Morningstar Cat
 US Fund Mid-Cap Blend

Performance 06-30-2018					
Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	1.17	2.34	5.18	2.14	11.23
2017	6.18	2.78	3.44	5.64	19.25
2018	0.02	2.56	—	—	2.59
Trailing Returns					
	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Std Mkt 06-30-18	12.22	—	12.30	10.10	9.74
Std NAV 06-30-18	12.09	—	12.30	10.09	9.73
Mkt Total Ret					
12.22	9.18	12.30	10.10	9.74	
NAV Total Ret					
12.09	9.21	12.30	10.09	9.73	
+/- Std Index	-2.28	-2.72	-1.12	-0.08	—
+/- Cat Index	-0.23	-0.36	0.08	-0.14	—
% Rank Cat	48	42	20	38	
No. in Cat	456	369	329	232	

30-day SEC Yield 07-27-2018	Subsidized	Unsubsidized
	1.51	1.51

Performance Disclosure

The Overall Morningstar Rating is based on risk-adjusted returns, derived from a weighted average of the three-, five-, and 10-year (if applicable) Morningstar metrics. The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate; thus an investor's shares, when sold or redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 866-499-8473 or visit www.vanguard.com.

Fees and Expenses

Fund Expenses	
Management Fees %	0.03
Expense Ratio %	0.05
12b1 Expense %	NA

Risk and Return Profile

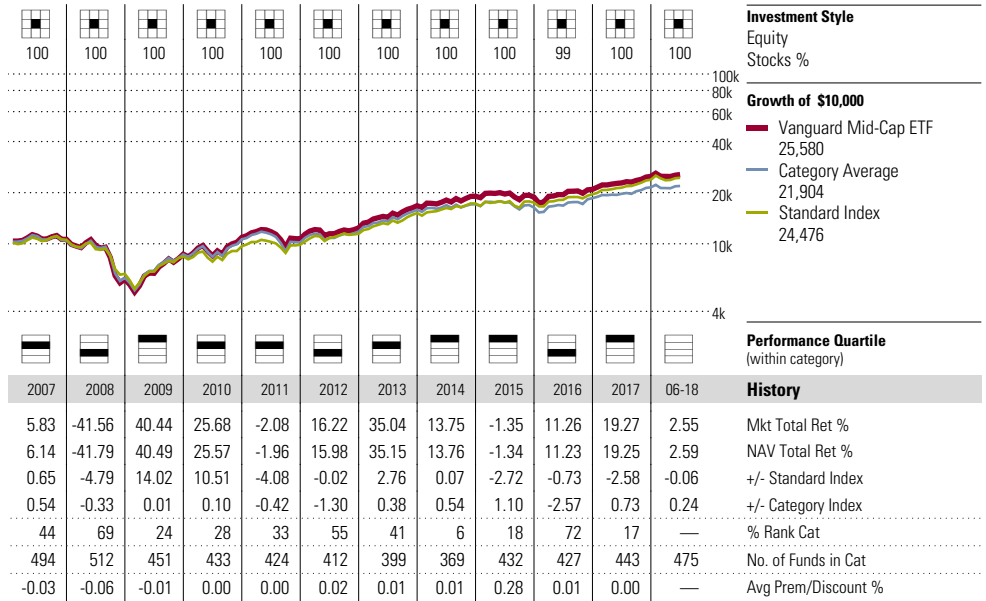
	3 Yr	5 Yr	10 Yr
	369 funds	329 funds	232 funds
Morningstar Rating™	3★	4★	3★
Morningstar Risk	-Avg	-Avg	Avg
Morningstar Return	Avg	+Avg	Avg
Standard Deviation NAV	10.50	10.34	17.26
Standard Deviation MKT	10.55	10.60	17.35
Mean NAV	9.21	12.30	10.09
Mean MKT	9.18	12.30	10.10
Sharpe Ratio	0.82	1.13	0.63

MPT Statistics	Standard Index	Best Fit Index
		Morningstar US Mid Cap TR USD
NAV		
Alpha	-2.15	-0.90
Beta	0.97	0.99
R-Squared	88.81	98.94

12-Month Yield	1.42%
Potential Cap Gains Exp	—
Leveraged	No
Leverage Type	—
Leverage %	100.00
Primary Prospectus Benchmark	CRSP US Mid Cap TR USD

Operations

Family:	Vanguard
Manager:	Multiple
Tenure:	20.2 Years
Total Assets:	\$24,098.8 mil
Shares Outstanding:	149.13 mil
Type:	ETF



Portfolio Analysis 06-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 05-2018	Share Amount	Holdings : 362 Total Stocks , 3 Total Fixed-Income, 14% Turnover Ratio	Net Assets %
Cash	0.44	0.44	0.00				
US Stocks	98.27	98.27	0.00	⊖	5 mil	Edwards Lifesciences Corp	0.74
Non-US Stocks	1.28	1.28	0.00	⊕	4 mil	ServiceNow Inc	0.73
Bonds	0.01	0.01	0.00	⊖	10 mil	Fiserv Inc	0.73
Other/Not Clsfd	0.00	0.00	0.00	⊕	16 mil	Twitter Inc	0.71
Total	100.00	100.00	0.00	⊖	5 mil	Autodesk Inc	0.69

Equity Style	Portfolio Statistics	Port Avg	Rel Index	Rel Cat
P/E Ratio TTM	20.9	1.02	1.20	⊖
P/C Ratio TTM	13.4	0.98	1.15	⊖
P/B Ratio TTM	2.7	0.84	6.39	⊖
Geo Avg Mkt Cap \$mil	14656	0.15	1.72	⊖

Fixed-Income Style	Avg Eff Maturity	Avg Eff Duration	Avg Wtd Coupon	Avg Wtd Price
	—	—	—	—
	—	—	2.02	—
	—	—	—	—

Credit Quality Breakdown	Bond %
AAA	—
AA	—
A	—
BBB	—
BB	—
B	—
Below B	—
NR	—

Regional Exposure	Stocks %	Rel Std Index
Americas	99.2	1.00
Greater Europe	0.2	0.64
Greater Asia	0.6	1.14

S&P Sector Weightings	Stocks %	Rel Std Index
Energy	6.8	1.07
Materials	5.9	2.25
Industrials	13.0	1.37
Cons Disc	15.0	1.16
Cons Stpls	3.4	0.49
Health Care	9.6	0.68
Financials	13.8	1.00
Info Tech	20.0	0.77
Telecom	0.6	0.31
Utilities	5.0	1.71
Real Estate	6.8	2.38

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Vanguard Small-Cap ETF (USD)

Morningstar Analyst Rtg™
Gold
 07-18-2018

Overall Morningstar Rtg™
★★★★
 639 US Fund Small Blend

Standard Index
 S&P 500 TR USD

Category Index
 Russell 2000 TR USD

Morningstar Cat
 US Fund Small Blend

Performance 06-30-2018					
Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	1.01	3.98	6.16	6.11	18.31
2017	3.74	1.94	4.59	5.09	16.24
2018	-0.20	6.21	—	—	6.00
Trailing Returns					
	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Std Mkt 06-30-18	16.54	—	12.42	11.26	9.63
Std NAV 06-30-18	16.51	—	12.40	11.27	9.64
Mkt Total Ret	16.54	10.45	12.42	11.26	9.63
NAV Total Ret	16.51	10.46	12.40	11.27	9.64
+/- Std Index	2.13	-1.47	-1.02	1.10	—
+/- Cat Index	-1.06	-0.50	-0.06	0.67	—
% Rank Cat	36	37	26	19	—
No. in Cat	775	639	539	393	—

30-day SEC Yield 07-27-2018	Subsidized	Unsubsidized
	1.42	1.42

Performance Disclosure
 The Overall Morningstar Rating is based on risk-adjusted returns, derived from a weighted average of the three-, five-, and 10-year (if applicable) Morningstar metrics.
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 Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 866-499-8473 or visit www.vanguard.com.

Fees and Expenses

Fund Expenses	
Management Fees %	0.02
Expense Ratio %	0.05
12b1 Expense %	NA

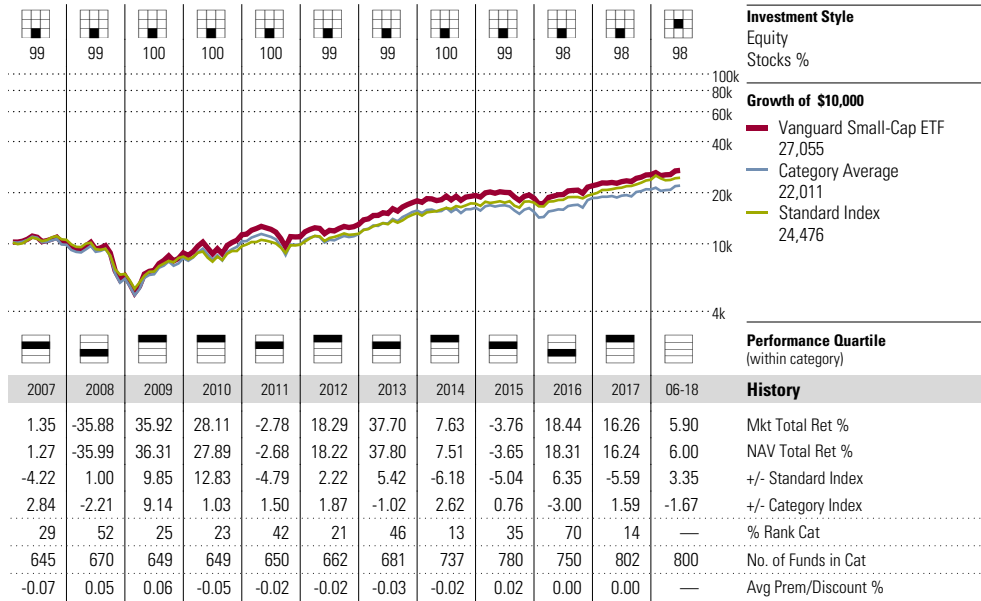
Risk and Return Profile

	3 Yr	5 Yr	10 Yr
	639 funds	539 funds	393 funds
Morningstar Rating™	4★	4★	4★
Morningstar Risk	-Avg	-Avg	Avg
Morningstar Return	Avg	+Avg	+Avg
Standard Deviation NAV	12.25	12.13	19.18
Standard Deviation MKT	12.19	12.15	19.28
Mean NAV	10.46	12.40	11.27
Mean MKT	10.45	12.42	11.26
Sharpe Ratio	0.82	0.99	0.64

MPT Statistics	Standard Index	Best Fit Index
NAV	—	Morningstar US Small Cap TR USD
Alpha	-1.37	0.89
Beta	1.02	0.92
R-Squared	72.39	98.99
12-Month Yield	—	1.38%
Potential Cap Gains Exp	—	—
Leveraged	—	No
Leverage Type	—	—
Leverage %	—	100.00
Primary Prospectus Benchmark	CRSP US Small Cap TR USD	—

Operations

Family:	Vanguard	Ticker:	VB	Mkt Price:	155.67
Manager:	Multiple	Incept:	01-26-2004	Base Currency:	USD
Tenure:	2.3 Years	Expiration Date:	—	Legal Structure:	Open Ended Investment Company
Total Assets:	\$24,268.4 mil	Exchange:	NYSE ARCA	Backing Bank:	Vanguard Group Inc
Shares Outstanding:	153.41 mil	NAV:	155.71		
Type:	ETF	Prem/Discount:	-0.03		



Portfolio Analysis 06-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 05-2018	Share Amount	Holdings: 1,408 Total Stocks, 3 Total Fixed-Income, 15% Turnover Ratio	Net Assets %
Cash	1.72	1.72	0.00				
US Stocks	97.83	97.83	0.00	⊕	1 mil	Vail Resorts Inc	0.30
Non-US Stocks	0.44	0.44	0.00	⊕	5 mil	Keysight Technologies Inc	0.30
Bonds	0.01	0.01	0.00	⊕	1 mil	WellCare Health Plans Inc	0.30
Other/Not Clsfd	0.00	0.00	0.00	⊕	3 mil	PTC Inc	0.29
Total	100.00	100.00	0.00	⊕	2 mil	IDEX Corp	0.28

Equity Style	Portfolio Statistics	Port Avg	Rel Index	Rel Cat
P/E Ratio TTM	19.1	0.93	0.95	⊕
P/C Ratio TTM	12.1	0.89	0.94	⊕
P/B Ratio TTM	2.4	0.74	5.38	⊕
Geo Avg Mkt Cap \$mil	3932	0.04	1.32	⊕
Avg Eff Maturity	—	—	—	⊕
Avg Eff Duration	—	—	—	⊕
Avg Wtd Coupon	—	—	2.04	⊕
Avg Wtd Price	—	—	—	⊕

Fixed-Income Style

Fixed-Income Style	Port Avg	Rel Index	Rel Cat
Avg Eff Maturity	—	—	—
Avg Eff Duration	—	—	—
Avg Wtd Coupon	—	—	2.04
Avg Wtd Price	—	—	—

Credit Quality Breakdown

Credit Quality	Stocks %	Bond %
AAA	—	—
AA	—	—
A	—	—
BBB	—	—
BB	—	—
B	—	—
Below B	—	—
NR	—	—

Regional Exposure

Regional Exposure	Stocks %	Rel Std Index
Americas	99.8	1.01
Greater Europe	0.1	0.26
Greater Asia	0.1	0.23

S&P Sector Weightings

S&P Sector	Stocks %	Rel Std Index
Energy	5.1	0.80
Materials	5.3	2.05
Industrials	15.5	1.62
Cons Disc	13.0	1.01
Cons Stpls	3.0	0.43
Health Care	12.1	0.86
Financials	14.7	1.06
Info Tech	16.9	0.65
Telecom	0.4	0.20
Utilities	3.7	1.27
Real Estate	10.4	3.63

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Vanguard Value ETF (USD)

Morningstar Analyst Rtg™

 05-16-2018

Overall Morningstar Rtg™
 ★★★★★
 1,099 US Fund Large Value

Standard Index
 S&P 500 TR USD

Category Index
 Russell 1000 Value TR USD

Morningstar Cat
 US Fund Large Value

Performance 06-30-2018

Quarterly Returns	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total %
2016	1.64	3.79	3.06	7.51	16.88
2017	3.26	1.82	4.14	6.96	17.12
2018	-2.28	1.25	—	—	-1.06

Trailing Returns	1 Yr	3 Yr	5 Yr	10 Yr	Incept
Std Mkt 06-30-18	10.21	—	11.69	9.26	7.98
Std NAV 06-30-18	10.21	—	11.64	9.25	7.98
Mkt Total Ret	10.21	10.37	11.69	9.26	7.98
NAV Total Ret	10.21	10.34	11.64	9.25	7.98
+/- Std Index	-4.17	-1.59	-1.78	-0.92	—
+/- Cat Index	3.44	2.08	1.30	0.76	—
% Rank Cat	33	15	13	25	—
No. in Cat	1,273	1,099	951	686	—

30-day SEC Yield 07-27-2018	Subsidized	Unsubsidized
	2.55	2.55

Performance Disclosure

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Current performance may be lower or higher than return data quoted herein. For performance data current to the most recent month-end, please call 866-499-8473 or visit www.vanguard.com.

Fees and Expenses

Fund Expenses	
Management Fees %	0.04
Expense Ratio %	0.05
12b1 Expense %	NA

Risk and Return Profile

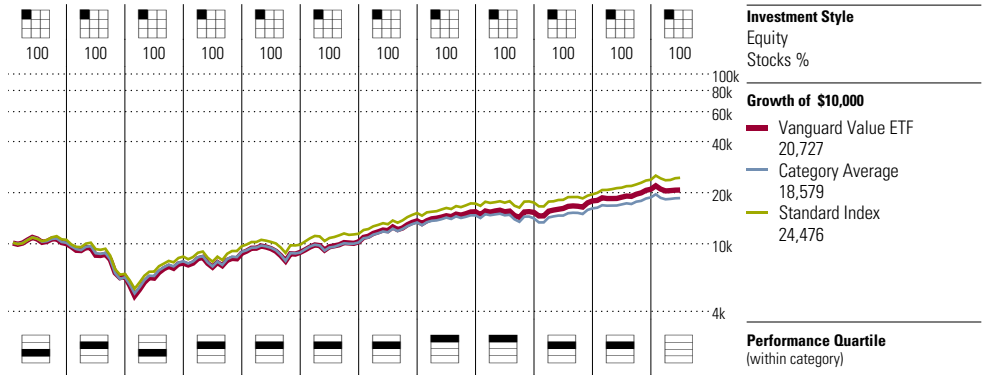
	3 Yr	5 Yr	10 Yr
	1099 funds	951 funds	686 funds
Morningstar Rating™	4★	5★	4★
Morningstar Risk	-Avg	-Avg	Avg
Morningstar Return	+Avg	+Avg	+Avg
Standard Deviation NAV	9.99	9.72	15.06
Standard Deviation MKT	10.07	9.80	15.08
Mean NAV	10.34	11.64	9.25
Mean MKT	10.37	11.69	9.26
Sharpe Ratio	0.96	1.14	0.64

MPT Statistics	Standard Index	Best Fit Index
	Russell 1000 Value	Russell 1000 Value
	TR USD	TR USD
NAV		
Alpha	-0.82	2.17
Beta	0.94	0.96
R-Squared	91.65	98.03

12-Month Yield	2.46%
Potential Cap Gains Exp	—
Leveraged	No
Leverage Type	—
Leverage %	100.00
Primary Prospectus Benchmark	CRSP US Large Cap Value TR USD

Operations

Family:	Vanguard
Manager:	Multiple
Tenure:	23.6 Years
Total Assets:	\$42,106.8 mil
Shares Outstanding:	388.91 mil
Type:	ETF



Year	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	06-18	History
Mkt Total Ret %	-0.11	-35.87	19.86	14.54	1.11	15.19	33.10	13.17	-0.98	17.12	17.14	-1.18	Mkt Total Ret %
NAV Total Ret %	0.20	-35.91	19.72	14.45	1.16	15.19	33.03	13.19	-0.89	16.88	17.12	-1.06	NAV Total Ret %
+/- Standard Index	-5.29	1.09	-6.75	-0.61	-0.95	-0.81	0.64	-0.50	-2.27	4.92	-4.71	-3.71	+/- Standard Index
+/- Category Index	0.38	0.94	0.03	-1.05	0.77	-2.32	0.51	-0.27	2.94	-0.46	3.46	0.63	+/- Category Index
% Rank Cat	62	41	67	34	32	45	34	12	16	27	37	—	% Rank Cat
No. of Funds in Cat	1432	1433	1272	1240	1258	1208	1213	1290	1378	1268	1307	1307	No. of Funds in Cat
Avg Prem/Discount %	-0.03	-0.02	-0.03	0.02	-0.01	0.01	-0.01	0.02	0.01	0.00	0.02	—	Avg Prem/Discount %

Portfolio Analysis 06-30-2018

Asset Allocation %	Net %	Long %	Short %	Share Chg since 05-2018	Share Amount	Holdings : 338 Total Stocks, 1 Total Fixed-Income, 9% Turnover Ratio	Net Assets %
Cash	0.23	0.23	0.00				
US Stocks	99.04	99.04	0.00	⊕	42 mil	Microsoft Corp	6.10
Non-US Stocks	0.72	0.72	0.00	⊕	11 mil	Berkshire Hathaway Inc B	2.93
Bonds	0.01	0.01	0.00	⊕	18 mil	JPMorgan Chase & Co	2.86
Other/Not Clsfd	0.00	0.00	0.00	⊕	23 mil	Exxon Mobil Corp	2.82
Total	100.00	100.00	0.00	⊕	15 mil	Johnson & Johnson	2.62

Equity Style	Portfolio Statistics	Port Avg	Rel Index	Rel Cat
P/E Ratio TTM	17.1	0.83	1.05	⊕
P/C Ratio TTM	11.1	0.81	1.04	⊕
P/B Ratio TTM	2.3	0.71	4.78	⊕
Geo Avg Mkt Cap \$mil	90809	0.91	0.91	⊕
Avg Eff Maturity	—	—	—	⊕
Avg Eff Duration	—	—	—	⊕
Avg Wtd Coupon	—	—	2.06	⊕
Avg Wtd Price	—	—	—	⊕

S&P Sector Weightings	Stocks %	Rel Std Index
Energy	8.3	1.31
Materials	3.5	1.35
Industrials	9.7	1.02
Cons Disc	5.5	0.42
Cons Stpls	8.7	1.25
Health Care	15.7	1.12
Financials	23.0	1.66
Info Tech	15.3	0.59
Telecom	3.7	1.88
Utilities	5.5	1.86
Real Estate	1.0	0.36

Credit Quality Breakdown

Credit Quality	Bond %
AAA	—
AA	—
A	—
BBB	—
BB	—
B	—
Below B	—
NR	—

Regional Exposure

Region	Stocks %	Rel Std Index
Americas	99.3	1.00
Greater Europe	0.5	1.48
Greater Asia	0.2	0.38

Ticker:	VTV	Mkt Price:	103.83
Incept:	01-26-2004	Base Currency:	USD
Expiration Date:	—	Legal Structure:	Open Ended Investment Company
Exchange:	NYSE ARCA	Backing Bank:	Vanguard Group Inc
NAV:	103.78		
Prem/Discount:	0.05		

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DISCLOSURES

DISCLOSURES: SECURITY TYPE INVESTING RISKS

A. SMALL/MID CAPS U.S. EQUITY

Investing in smaller companies involves greater risks not associated with investing in more established companies, such as business risk, significant stock price fluctuations and illiquidity.

B. INTERNATIONAL/EMERGING MARKETS

International investing entails greater risk, as well as greater potential rewards compared to U.S. investing. These risks include potential and economic uncertainties of foreign countries as well as the risk of currency fluctuations. These risks are magnified in countries with emerging markets, since these countries may have relatively unstable governments and less established markets and economics.

C. FIXED INCOME

Fixed Income Securities are subject to interest rate risk, credit risk, prepayment risk, market risk, and reinvestment risk. Fixed Income Securities, if held to maturity, may provide a fixed rate of return and a fixed principal value. Fixed Income Securities prices fluctuate and when redeemed, may be worth more or less than their original cost.

D. REITS

REITs investing risks are similar to these associated with direct investments in real estate; lack of liquidity, limited diversification, and sensitivity to economic factors such as interest rate changes and market recessions.

E. PRIVATE EQUITY

Private equity interests may be highly illiquid, involve a high degree of risk and be subject to transfer restrictions.

F. MANAGED FUTURES

Managed futures investments are speculative, involve a high degree of risk, use significant leverage, are generally illiquid, have substantial charges, subject investors to conflicts of interest, and are suitable only for the risk capital portion of an investor's portfolio. Before investing in any partnership and in order to make an informed decision, investors should read the applicable prospectus and/or offering documents carefully for additional information, including charges, expenses and risks. Investors should read the prospectus and/or offering documents carefully for additional information, including charges, expenses and risks. Managed futures investments do not replace equities or bonds but rather may act as a complement in a well diversified portfolio.

G. REAL ASSETS

The prices of real assets – precious metals tend to fluctuate widely and in a unpredictable manor, and have historically experienced periods of flat or declining prices. Their prices are affected by several factors, including global supply and demand, investors expectations with respect to the rate of inflation, currency exchange rates, interest rates, investment and trading activities of hedge funds and commodity funds, and global or regional political, economic or financial events and situations.

H. COMMODITIES

Investing in commodities entails significant risks. Commodity prices may be affected by a variety of factors at any time, including but not limited to, (i) changes in supply and demand relationships, (ii) governmental programs and policies, (iii) national and international political and economic events, war and terrorist events, (iv) changes in interest and exchange rates, (v) trading activities in commodities and related contracts, (vi) pestilence, technological change and weather, and (vii) the price volatility of a commodity. In addition, the commodities markets are subject to temporary distortions or other disruptions due to various factors, including lack of liquidity, participation of speculators and government intervention.

I. MASTER LIMITED PARTNERSHIPS

Master Limited Partnerships (MLPs) are (rolled-up) limited partnerships or limited liability companies that are taxed as partnerships and whose interests (limited partnership units or limited liability company units) are traded on securities exchanges like shares of common stock.

DISCLOSURES: SECURITY TYPE INVESTING RISKS CONT'D

J. STRUCTURED PRODUCTS

An investment in Structured Investments involves risks. These risks can include, but are not limited, to: fluctuations in the price, level or yield of underlying instruments, interest rates, currency values and credit quality; substantial loss of principal; limits on participation in appreciation of underlying instrument; limited liquidity; credit risk of the issuer; and, conflicts of interest.

K. These materials are provided for general informational and educational purposes based upon publically available information from sources believed to be reliable. These materials do not take into account your personal circumstances and we do not represent that this material is complete or applicable to your situation. These materials do not constitute an offer to either buy or sell securities or to participate in any trading strategy. These materials may change at any time without notice to you.

L. Indices are unmanaged. An investor cannot invest directly in an index.

M. Global Investment Solutions is an investment management business of the global Morgan Stanley Smith Barney LLC (Morgan Stanley Wealth Management) group of companies that draws on the collective wisdom and independent thinking of four experienced portfolio management teams. These teams collectively represent a singular vision: to deliver professional investment advice centered on a culture of investment excellence. Each portfolio team within Global Investment Solutions specializes in particular asset classes and investment styles. Possessing extensive knowledge within their respective disciplines, the teams also have the ability to draw on the capital markets analytics and world-wide investment expertise of the Morgan Stanley family of companies and extensive non-proprietary resources.

All services of Global Investment Solutions are delivered to clients in the United States only by Morgan Stanley Wealth Management. These materials are intended only for clients and prospective clients in the United States.

N. Any allocation containing alternative investments should note that they are highly illiquid and are only suitable for investors willing to put capital at risk for an indefinite period of time. Alternative investments often engage in leverage and other speculative investment practices, may involve complex tax structures, typically have higher fees, and generally are not subject to the same regulatory requirements as traditional asset classes.

O. An investment in alternative investments can be highly illiquid, is speculative and not suitable for all investors. Investing in alternative investments is only intended for experienced and sophisticated investors who are willing to bear the high economic risks associated with such an investment. Investors should carefully review and consider potential risks before investing. Some of these risks may include:

- loss of all or a substantial portion of the investment due to leveraging, short-selling, or other speculative practices;
- lack of liquidity in that there may be no secondary market for the fund and none is expected to develop;
- volatility of returns;
- restrictions on transferring interests in a fund;
- potential lack of diversification and resulting higher risk due to concentration of trading authority when a single advisor is utilized;
- absence of information regarding valuations and pricing;
- complex tax structures and delays in tax reporting;
- less regulation and higher fees than mutual funds; and
- Risks associated with the operations, personnel, and processes of the manager.

P. Consulting Group is a business of Morgan Stanley Smith Barney LLC.

DISCLOSURES: SECURITY TYPE INVESTING RISKS CONT'D

Q. Borrowing against securities may not be suitable for everyone. You should be aware that securities-based loans involve a high degree of risk and that market conditions can magnify any potential for loss. Most importantly, you need to understand that:

- Sufficient collateral must be maintained to support your loan(s) and to take future advances.
- You may have to deposit additional cash or eligible securities on short notice.
- Some or all of your securities may be sold without prior notice in order to maintain account equity at required maintenance levels. You will not be entitled to choose the securities that will be sold. These actions may interrupt your long-term investment strategy and may result in adverse tax consequences or in additional fees being assessed.
- Morgan Stanley Smith Barney LLC or its affiliates (the Firm) reserves the right not to fund any advance request due to insufficient collateral or for any other reason except for the portion of a TL loan that is identified as a committed facility.
- Your collateral maintenance requirements can be increased at any time without notice.
- The Firm reserves the right to call securities-based loans at any time and for any reason.

Tailored Lending is provided by Morgan Stanley Private Bank, National Association, an affiliate of Morgan Stanley Smith Barney LLC (Morgan Stanley Wealth Management). All credit facilities are subject to the underwriting standards and independent approval of Morgan Stanley Private Bank, National Association and other restrictions also may apply, depending upon the type of collateral securing the transaction. Please contact your Financial Advisor, Private Banker, or Lending Advisor for more details. Tailored Lending may not be available in all locations, and may not be appropriate for all clients. Rates, terms and programs are subject to change without notice. The contents of this document should not be construed as a commitment to lend.

Morgan Stanley Private Bank, National Association is an Equal Housing Lender and member FDIC that is primarily regulated by the Office of the Comptroller of the Currency.

The proceeds of a Tailored Lending loan/line of credit may not be used to purchase, trade or carry margin stock, or to repay margin debt and cannot be deposited into a Morgan Stanley Wealth Management or other brokerage account.

R. Tax laws are complex and subject to change. This information is based on current federal tax laws in effect at the time this was written. Morgan Stanley Smith Barney LLC, its affiliates, employees and Private Wealth Advisors are not in the business of providing tax or legal advice, and these materials and any statements contained herein should not be construed as tax or legal advice. This material was not intended or written to be used, and it cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer under U.S. federal tax laws. Individuals should consult their personal tax advisor or attorney for matters involving taxation and tax planning and their attorney for matters involving personal trusts and estate planning and to understand the tax and related consequences of any actions or investments described herein.

S. Morgan Stanley Smith Barney LLC is a registered Broker/Dealer, member SIPC, not a bank. Where appropriate, Morgan Stanley Smith Barney LLC (Morgan Stanley Wealth Management) has entered into arrangements with banks and other third parties to assist in offering certain banking related products and services. Unless specifically disclosed in writing, investments and services offered through Morgan Stanley Wealth Management are not insured by the FDIC, are not deposits or other obligations of, or guaranteed by, a bank and involve investment risks, including possible loss of principal amount invested. **Except where specifically noted, banking and lending products and services are provided by Morgan Stanley Private Bank, National Association, Morgan Stanley Bank, N.A.**

T. Investment and services offered through Morgan Stanley Private Wealth Management, a division of Morgan Stanley Smith Barney LLC. Member SIPC.

U.



DISCLOSURES CONT'D

V. Forex transactions have inherent risk, including the potential loss of principal, and are not suitable for all investors. Forex transactions may be subject to exchange (or currency) risk or, the risk that an investor will have to close out a long or short position in a foreign currency at a loss due to an adverse movement in exchange rate. Before undertaking Forex transactions, you should understand the associated risks. Engaging in foreign currency transactions entails more varied risks than normally associated with transactions in the domestic securities markets. Attention should be paid to market, credit, sovereign and liquidity risks.

Cash or forward positions in foreign currencies are volatile and involve inherent risks including the effect of leverage. The potential of loss is a significant consideration. Because of the effect of leverage, a relatively small market movement will have a proportionately large impact on the funds deposited. This loss can be equal to or, in some instances, greater than the full amount of the initial investment.

Certain Forex transactions may only be entered into by clients who qualify as Eligible Contract Participants (ECP) as defined by the Commodity Exchange Act. Over-the-counter transactions require investors to be classified as an Eligible Contract Participant, and in certain instances transactions may be executed with a counterparty that is an affiliate of Morgan Stanley Wealth Management.

Source: Barron's "Top 1,200 Advisors," March 7, 2016, as identified by Barron's magazine, using quantitative and qualitative criteria and selected from a pool of over 4,000 nominations. Advisors in the Top 1,200 Financial Advisors have a minimum of seven years of financial services experience. Qualitative factors include, but are not limited to, compliance record and philanthropic work. Investment performance is not a criterion. The rating may not be representative of any one client's experience and is not indicative of the financial advisor's future performance. Neither Morgan Stanley Smith Barney LLC nor its Financial Advisors or Private Wealth Advisors pays a fee to Barron's in exchange for the rating. Barron's is a registered trademark of Dow Jones & Company, L.P. All rights reserved.

Source: Registered Representative's "Top 100," [insert Month Date], 2009 bases its rankings exclusively on quantitative criteria: assets under management, size of the book, and an acceptable compliance record. Nominations are not accepted. The rating is not indicative of the Financial Advisor's future performance. Morgan Stanley Smith Barney LLC does not pay a fee to Registered Representative in exchange for the rating.

Source: The Financial Times "Top 400 Financial Advisors," April, 2013. Criteria are based, in part, upon data gathered from and verified by Morgan Stanley as well as qualitative and quantitative criteria, including but not limited to, assets under management, asset growth, compliance records, and experience. Morgan Stanley Financial Advisors were nominated by Morgan Stanley. The rating may not be representative of any one client's experience and is not indicative of the Financial Advisor's future performance. Neither Morgan Stanley Smith Barney LLC nor its Financial Advisors or Private Wealth Advisors pays a fee to The Financial Times in exchange for the rating.

Source: REP Representative's "Top 100 Wirehouse Advisors", August 2012. Selected Financial Advisors are ranked exclusively by assets under management custodied at their firm. Only Financial Advisors for whom 60 percent or more of assets correspond to retail clients were eligible for the list. The rating is not indicative of the Financial Advisor's future performance. Neither the Financial Advisor nor Morgan Stanley Smith Barney LLC pay a fee to REP. magazine in exchange for the ranking.

The Five Star Wealth Manager Award ("the Award") is based on required eligibility criteria including, but not limited to: Active employment in the financial services industry for a minimum of five years and registrations as an investment adviser representative (or other accepted credentials), favorable regulatory/complaint history reviewed defined by Five Star as not having (1) been subject to a regulatory action that resulted in a license being suspended or revoked, or payment of a fine, (2) had more than a total of three customer complaints filed against them (settled or pending) with any regulatory authority or Five Star Professional's consumer complaint process, (3) individually contributed to a financial settlement of a customer complaint filed with a regulatory authority, (4) filed for bankruptcy, or (5) been convicted of a felony, fulfilled internal employer standards, and acceptance of new clients. The following evaluation criteria are also considered: 1-year and 5-year retention rate, administration of non-discretionary client assets, number of households serviced, and designations (e.g., professional, educational). The Award does not evaluate the quality of services furnished to clients and it is possible that the recipient may have received unfavorable ratings from those surveyed. Neither Morgan Stanley nor its Financial Advisors compensated any person or entity to be considered for the Award and the Award is not indicative of the Financial Adviser's future performance. Five Star Professional collected the information for this Award through surveys it conducted.

DISCLOSURES CONT'D

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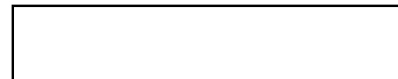
- **S&P 500 Index** is an unmanaged, market value-weighted index of 500 stocks generally representative of the broad stock market. An investment cannot be made directly in a market index.
- **Russell Midcap® Index** measures the performance of the 800 smallest companies in the Russell 1000 Index, which represent approximately 35% of the total market capitalization of the Russell 1000 Index. An investment cannot be made directly in a market index.
- **Russell 2000® Index** measures the performance of the 2,000 smallest companies in the Russell 3000 Index, which represents approximately 11% of the total market capitalization of the Russell 3000 Index. An investment cannot be made directly in a market index.
- The **MSCI Emerging Markets Index** is a free float-adjusted market capitalization index that is designed to measure equity market performance of emerging markets. As of May 30 2011, the **MSCI Emerging Markets Index** consists of the following 21 emerging market country indices: Brazil, Chile, China, Colombia, Czech Republic, Egypt, Hungary, India, Indonesia, Korea, Malaysia, Mexico, Morocco, Peru, Philippines, Poland, Russia, South Africa, Taiwan, Thailand, and Turkey. An investment cannot be made directly in a market index.

- The **MSCI ACWI Index** is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of developed and emerging markets. The **MSCI ACWI** consists of 44 country indices comprising 23 developed and 21 emerging market country indices. The developed market country indices included are: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Italy, Japan, Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, the United Kingdom and the United States. The emerging market country indices included are: Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Malaysia, Mexico, Peru, Philippines, Poland, Russia, South Africa, Taiwan, Thailand, and Turkey. An investment cannot be made directly in a market index.
- The **MSCI EAFE Index (Europe, Australasia, Far East)** is a free float-adjusted market capitalization index that is designed to measure the equity market performance of developed markets, excluding the US & Canada. As of May 30, 2011, the **MSCI EAFE Index** consists of the following 22 developed market country indices: Australia, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Israel, Italy, Japan, the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, and the United Kingdom. An investment cannot be made directly in a market index.
- The views expressed herein are those of the author and do not necessarily reflect the views of Morgan Stanley Wealth Management or its affiliates. All opinions are subject to change without notice. Neither the information provided nor any opinion expressed constitutes a solicitation for the purchase or sale of any security. Past performance is no guarantee of future results.

Private Banking

Current account 1875518-02

Account holder Harmonia Commercial S.A.
 Road Town, Tortola
 Currency Euro
 IBAN CH24 0483 5187 5518 0200 0



Ryan Rudolph
 Oesch & Rudolph
 Am Schanzengraben 29
 8002 Zürich

A

Account overview

Balance carried forward -10'170.57
 Total debits -10'124.90
 Total credits 673'597.50
 Closing balance 653'302.03

July 1st, 2011

COPY

Extract of account 01.06.2011 to 30.06.2011

Page 1/1

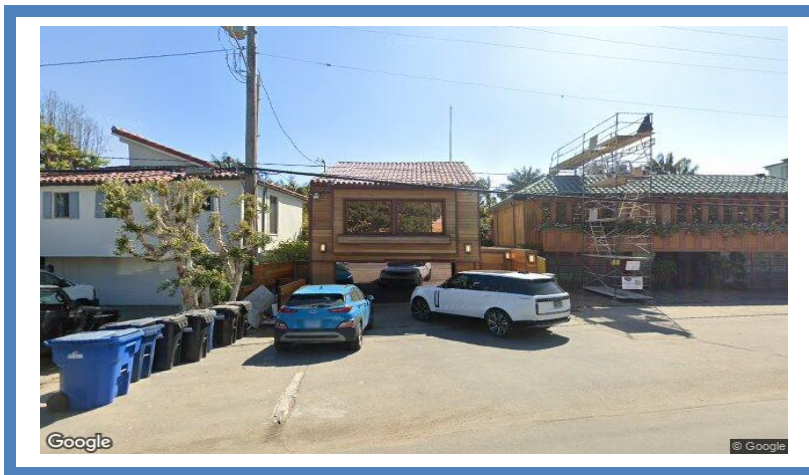
Date	Text	Debit	Credit	Value	Balance
01.06.11	Balance carried forward				-10'170.57
21.06.11	Administration fees	9'839.57		30.06.11	
21.06.11	Capital repayment 1,347,195 COCA COLA HBC		673'597.50	21.06.11	653'587.36
30.06.11	Balance settlement of expenses	13.93		30.06.11	
30.06.11	Balance of closing entries as shown separately	271.40		30.06.11	653'302.03
Total turnover / Closing balance		10'124.90	673'597.50		653'302.03



Santa Barbara Office
3700 State Street, Suite 100
Santa Barbara, CA 93105
Ph: 805.879-9400

Montecito Office
1284-B Coast Village Road
Montecito, CA 93105
Ph: 805-565-7800

Commercial Services
3700 State Street, Suite 100
Santa Barbara, CA 93105
Ph: 805.879-9400



Property Address
23768 Malibu Rd
Malibu, CA 90265
Assessors Parcel No: 4458-006-025

“Strength, Expertise, Service”

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Property Detail Report

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024

Owner Information

Owner Name:	Harmonia Malibu LLC	Recent Sale:	\$16,550,000
Vesting:		Occupancy:	Absentee Owner
Mailing Address:	330 S Poplar Ave #103i, Pierre, SD 57501-2476		

Location Information

Legal Description:	Land Of Matthew Keller In The Rancho Topanga Malibu Sequit Lot Com S 6 50 30" E 40 Ft From Engr Sta 923 + 24.44 In C/L Of Malibu Rd (Per O R 9434-338) Th S 83 0930" W 30.7 Ft Th S 5 2430" And Part Of Lot/Sec 3	County:	Los Angeles, CA		
APN:	4458-006-025	Alternate APN:		Census Tract / Block:	800504 / 1038
Munic / Twnshp:	West /Mal. Beaches N.	Twtnshp-Rng-Sec:		Legal Lot / Block:	3 /
Subdivision:	Topanga Malibu Sequit Rho	Tract #:		Legal Book / Page:	1 / 407
Neighborhood:	Malibu Road	School District:	Santa Monica-Malibu Unified School District	High School:	Malibu High School
Elementary School:	Webster Elementary...	Middle School:	Malibu High School		
Latitude:	34.0329	Longitude:	-118.69357		

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:	03/26/2024 / 05/31/2024	Price:	\$16,550,000	Transfer Doc #:	2024.354871
Buyer Name:	23768 MR LLC	Seller Name:	Harmonia Malibu LLC	Deed Type:	Receiver's Deed

Last Market Sale

Sale / Rec Date:	03/26/2024 / 05/31/2024	Sale Price / Type:	\$16,550,000 / Full Value	Deed Type:	Receiver's Deed
Multi / Split Sale:	Y	Price / Sq. Ft.:	\$4,302	New Construction:	
1st Mtg Amt / Type:		1st Mtg Rate / Type:		1st Mtg Doc #:	N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:		Sale Doc #:	2024.354871
Seller Name:	Harmonia Malibu LLC			Title Company:	Fidelity National...
Lender:					

Prior Sale Information

Sale / Rec Date:	02/27/2019 / 04/26/2019	Sale Price / Type:	\$19,100,000 /	Prior Deed Type:	Grant Deed
1st Mtg Amt / Type:	\$15,000,000 /	1st Mtg Rate / Type:	5.87 / Adj	Prior Sale Doc #:	2019.375316
Prior Lender:	Axos Bank				

Property Characteristics

Gross Living Area:	3,847 Sq. Ft.	Total Rooms:	14	Year Built / Eff:	1974 / 1980
Living Area:	3,847 Sq. Ft.	Bedrooms:	3	Stories:	2
Total Adj. Area:		Baths (F / H):	4 /	Parking Type:	On Site
Above Grade:	3,847 Sq. Ft.	Pool:		Garage #:	1
Basement Area:		Fireplace:		Garage Area:	
Style:	Contemporary	Cooling:	Central	Porch Type:	
Foundation:		Heating:	Central	Patio Type:	
Quality:	Good	Exterior Wall:		Roof Type:	
Condition:		Construction Type:	Wood	Roof Material:	

Site Information

Land Use:	SFR	Lot Area:	10,563 Sq. Ft.	Zoning:	LCR16000*
State Use:		Lot Width / Depth:	31 / 402	# of Buildings:	1
County Use:	0100 - Single Family Residence	Usable Lot:	10563	Res / Comm Units:	1 /
Site Influence:		Acres:	0.242	Water / Sewer Type:	
Flood Zone Code:	Ve	Flood Map #:	06037C1537G	Flood Map Date:	04/21/2021
Community Name:	City Of Malibu	Flood Panel #:	1537G	Inside SFHA:	True

Tax Information

Assessed Year:	2023	Assessed Value:	\$20,425,447	Market Total Value:	
Tax Year:	2023	Land Value:	\$17,155,233	Market Land Value:	
Tax Area:	10-865	Improvement Value:	\$3,270,214	Market Imprv Value:	
Property Tax:	\$235,072.86	Improved %:	16.01%	Market Imprv %:	
Exemption:		Delinquent Year:			

Transaction History Basic

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024

Current Owner: 23768 MR LLC

Vesting:

2024 - Present

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
03/26/2024	05/31/2024		\$16,550,000	Full Value	Fidelity National Title	23768 MR LLC	Harmonia Malibu LLC	2024.354871

Prior Owner: Harmonia Malibu LLC

2019 - 2024

Date	Type	Verified	Amount	Borrower(s)	Lender	Loan Type	Type / Term	Rate	Document #
04/26/2019	Trust Deed/Mortgage		\$15,000,000	Harmonia Malibu LLC	Axos Bank		Adj / 30 Years	5.8700	2019.375317

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
02/27/2019	04/26/2019		\$19,100,000		Priority Title Company	Harmonia Malibu LLC	Elizabeth S Luster Trust	2019.375316

Prior Owner: Luster Elizabeth S

1996 - 2019

Date	Type	Verified	Amount	Borrower(s)	Lender	Loan Type	Type / Term	Rate	Document #
05/15/2013	Trust Deed/Mortgage	✓	\$695,000	Luster Elizabeth S	New Penn Fin'l LLC	Conventional	/ 30 Years		2013.728890
02/09/2012	Trust Deed/Mortgage		\$701,880	Luster Elizabeth S Trust	Cole Taylor Bank	Conventional	Fix /	390	2012.225312
09/22/2010	Trust Deed/Mortgage		\$705,000	Luster Elizabeth A	Homeservices Lending LLC	Conventional	Var /	438	2010.1343108
11/13/2002	Trust Deed/Mortgage		\$5,000	Luster TR	Morgan Stanley Dean Witter Cre	Conventional	Var /		2002.2735109
07/05/2000	Trust Deed/Mortgage		\$5,000	Luster Elizabeth S	Morgan Stanley Dean Witter Cre	Conventional	Var /		2000.1021656
04/26/1996	Trust Deed/Mortgage		\$1,000,000	Luster Elizabeth S	Bank of America	Conventional	Var /		1996.657728
03/25/1996	Trust Deed/Mortgage		\$1,000,000	Luster Elizabeth S	Luster Trust	Conventional	Fix /	705	

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
03/18/1996	03/25/1996		\$2,600,000	Full Value	Stewart Title	Luster Elizabeth S	Ba Properties Inc	1996.467963

Prior Owner: Ba Properties Inc

1995 - 1996

Date	Rec Date	Verified	Price	Type	Title Company	Buyer	Seller	Document #
11/10/1995	11/17/1995	✓	\$1,638,000			Ba Properties Inc	Gugielmo, Joseph	1995.1843758

Sales Comparables

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024

No sales comparables found for default criteria.

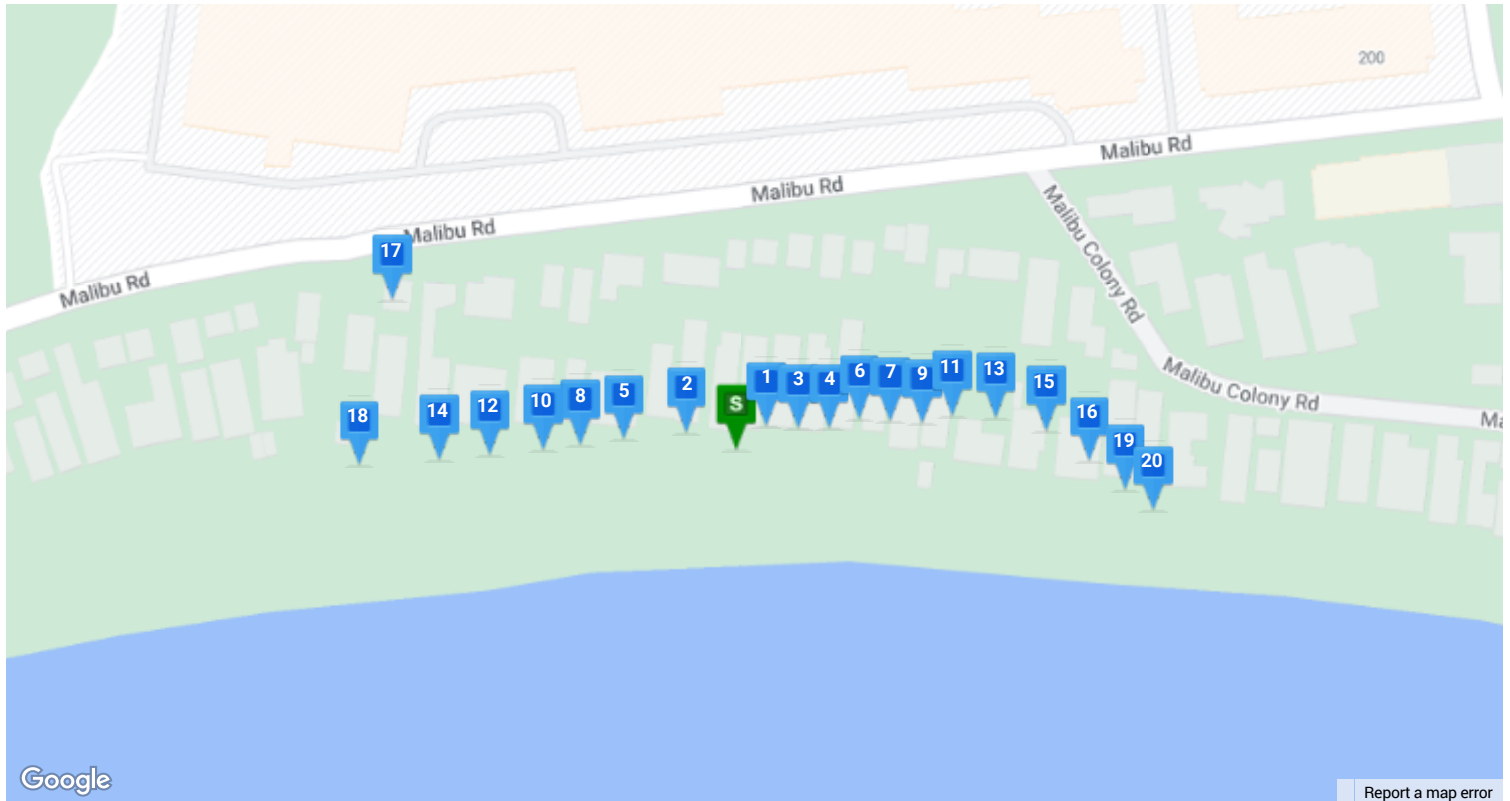
You may edit your criteria to locate comparables.

Neighbors Report

23768 Malibu Rd, Malibu, CA 90265-4603

APN: 4458-006-025

Los Angeles County Data as of: 07/09/2024



Subject Property Neighbors



Subject Property
23768 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Owner Name: 23768 MR LLC
 Mailing Address: 330 S Poplar Ave #103i, Pierre, SD 57501-2476
 APN: 4458-006-025

Sale / Rec Date: 03/26/2024 / 05/31/2024
 Sale Price / Type: \$16,550,000 / Full Value
 Land Use: SFR

Year Built / Eff: 1974 / 1980
 Living Area: 3,847 Sq. Ft.
 Lot Area: 10,563 Sq. Ft.
 Bedrooms: 3
 Baths (F / H): 4 /



Neighbor 1 - 0.01 Miles From Subject
23764 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Owner Name: 23764 Malibu Road LLC
 Mailing Address: 11150 Santa Monica Blvd #600, Los Angeles, CA 90025-479
 APN: 4458-006-026

Sale / Rec Date: 11/09/2019 / 09/24/2020
 Sale Price / Type: \$3,410,000 /
 Land Use: SFR

Year Built / Eff: 1989 / 1996
 Living Area: 4,012 Sq. Ft.
 Lot Area: 11,982 Sq. Ft.
 Bedrooms: 3
 Baths (F / H): 5 /



Neighbor 2 - 0.01 Miles From Subject
23800 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Owner Occupied

Year Built / Eff: 1965 / 1969
 Living Area: 7,606 Sq. Ft.

Owner Name: Sanders Walter J
 Mailing Address: 23800 Malibu Rd, Malibu, CA 90265-4604
 APN: 4458-006-023

Sale / Rec Date:
 Sale Price / Type:
 Land Use: SFR

Lot Area: 25,334 Sq. Ft.
 Bedrooms: 9
 Baths (F / H): 10 /



Neighbor 3 - 0.01 Miles From Subject
23762 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Year Built / Eff: 1986 / 1986
 Living Area: 4,631 Sq. Ft.

Owner Name: Kjm Malibu LLC
 Mailing Address: 11150 Santa Monica Blvd #600, Los Angeles, CA 90025-479
 APN: 4458-006-027

Sale / Rec Date: 01/07/2021 / 01/20/2021
 Sale Price / Type: \$21,500,000 /
 Land Use: SFR

Lot Area: 13,010 Sq. Ft.
 Bedrooms: 3
 Baths (F / H): 4 /



Neighbor 4 - 0.02 Miles From Subject
23758 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Year Built / Eff: 1982 / 1998
 Living Area: 3,019 Sq. Ft.

Owner Name: Bernstein Howard TR / Gold Stanley TR Gold Trust
 Mailing Address: 3500 W Olive Ave #700, Burbank, CA 91505-5503
 APN: 4458-006-028

Sale / Rec Date:
 Sale Price / Type:
 Land Use: SFR

Lot Area: 11,554 Sq. Ft.
 Bedrooms: 3
 Baths (F / H): 4 /



Neighbor 5 - 0.02 Miles From Subject
23808 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Absentee Owner

Year Built / Eff: 1998 / 1998
 Living Area: 3,945 Sq. Ft.

Owner Name: 23808 Malibu RD LLC
 Mailing Address: 8605 Santa Monica Blvd #30736, West Hollywood, CA 90069-4109
 APN: 4458-006-022

Sale / Rec Date: 12/28/2020 / 12/31/2020
 Sale Price / Type: \$39,550,000 /
 Land Use: SFR

Lot Area: 21,718 Sq. Ft.
 Bedrooms: 4
 Baths (F / H): 4 /



Neighbor 6 - 0.02 Miles From Subject
23754 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Owner Occupied

Year Built / Eff: 1988 / 1988
 Living Area: 3,857 Sq. Ft.

Owner Name: Michael S Weinstock Trust / Weinstock Michael S TR
 Mailing Address: 23754 Malibu Rd, Malibu, CA 90265-4603
 APN: 4458-006-029

Sale / Rec Date:
 Sale Price / Type:
 Land Use: SFR

Lot Area: 11,974 Sq. Ft.
 Bedrooms: 4
 Baths (F / H): 4 /



Neighbor 7 - 0.03 Miles From Subject
23752 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Year Built / Eff: 1973 / 1973
 Living Area: 3,114 Sq. Ft.

Owner Name: Alan Pivo Cohen Pivo & Co / Oceanside Properties Inc
 Mailing Address: 9171 Wilshire Blvd #400, Beverly Hills, CA 90210-5516
 APN: 4458-006-030

Sale / Rec Date:
 Sale Price / Type:
 Land Use: SFR

Lot Area: 13,169 Sq. Ft.
 Bedrooms: 4
 Baths (F / H): 4 /



Neighbor 8 - 0.03 Miles From Subject
23812 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Absentee Owner

Year Built / Eff: 2012 / 2012
 Living Area: 4,551 Sq. Ft.

Owner Name: Blake Lindsley Trust / Williams John D
 Mailing Address: 6615 E Pacific Coast Hwy #150, Long Beach, CA 90803-4222
 APN: 4458-007-028

Sale / Rec Date:
 Sale Price / Type:

Lot Area: 10,783 Sq. Ft.
 Bedrooms: 5

Land Use: SFR

Baths (F / H): 7 /



Neighbor 9 - 0.04 Miles From Subject
23750 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Year Built / Eff: 1974 / 1994
 Living Area: 5,627 Sq. Ft.

Owner Name: Malibu Property Trust / Miller Peter A TR
 Mailing Address: 200 Park Ave, New York, NY 10166-5
 APN: 4458-006-031

Sale / Rec Date: 08/20/2010 / 09/15/2010
 Sale Price / Type: \$30,000,000 / Full Value
 Land Use: SFR

Lot Area: 12,870 Sq. Ft.
 Bedrooms: 4
 Baths (F / H): 5 /



Neighbor 10 - 0.04 Miles From Subject
23816 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Absentee Owner

Year Built / Eff: 1930 / 1960
 Living Area: 2,716 Sq. Ft.

Owner Name: Cohn Enza
 Mailing Address: 1880 Century Park #1600, Los Angeles, CA 90067-1661
 APN: 4458-007-027

Sale / Rec Date: 03/01/2023 / 04/07/2023
 Sale Price / Type: \$37,500,000 / Full Value

Lot Area: 16,658 Sq. Ft.
 Bedrooms: 2

Land Use: SFR

Baths (F / H): 3 /



Neighbor 11 - 0.04 Miles From Subject
23746 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Year Built / Eff: 1927 / 1970
 Living Area: 2,167 Sq. Ft.

Owner Name: Capricorn West Coast LLC
 Mailing Address: 1325 Avenue Of The Americas #23, New York, NY 10019-6026
 APN: 4458-006-032

Sale / Rec Date:
 Sale Price / Type:

Lot Area: 11,741 Sq. Ft.
 Bedrooms: 4

Land Use: SFR

Baths (F / H): 3 /



Neighbor 12 - 0.05 Miles From Subject
23822 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Owner Occupied

Year Built / Eff: 1990 / 1990
 Living Area: 7,141 Sq. Ft.

Owner Name: Bernard & Rena Shapiro Trust / Shapiro Rena TR
 Mailing Address: 5068 Calvin Ave, Tarzana, CA 91356-4442
 APN: 4458-007-026

Sale / Rec Date: / 01/10/1990
 Sale Price / Type:
 Land Use: SFR

Lot Area: 22,835 Sq. Ft.
 Bedrooms: 4
 Baths (F / H): 7 /



Neighbor 13 - 0.05 Miles From Subject
23740 Malibu Rd, Malibu, CA 90265-4603
 Occupancy: Absentee Owner

Year Built / Eff: 1928 / 1988
 Living Area: 3,284 Sq. Ft.

Owner Name: Sterling Family Trust / Sterling Rochelle H TR
 Mailing Address: 9441 Wilshire Blvd, Beverly Hills, CA 90212-2808
 APN: 4458-006-033

Sale / Rec Date: / 12/18/1975
 Sale Price / Type: \$205,002 /

Lot Area: 24,361 Sq. Ft.
 Bedrooms: 5

Land Use: SFR

Baths (F / H): 4 /



Neighbor 14 - 0.06 Miles From Subject
23826 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Absentee Owner

Year Built / Eff: 1975 / 1980
 Living Area: 3,009 Sq. Ft.

Owner Name: 17406 Los Alimos LLC
 Mailing Address: 1000 Royal Ct #1307, New Hyde Park, NY
 11040-2616
 APN: 4458-007-025

Sale / Rec Date: 09/28/2012 / 10/23/2012
 Sale Price / Type: \$18,000,000 / Full Value
 Land Use: SFR

Lot Area: 14,757 Sq. Ft.
 Bedrooms: 4
 Baths (F / H): 3 /



Neighbor 15 - 0.06 Miles From Subject
23736 Malibu Colony Rd, Malibu, CA 90265-6629
 Occupancy: Owner Occupied

Year Built / Eff: 1927 / 1955
 Living Area: 2,633 Sq. Ft.

Owner Name: Nachmi LLC
 Mailing Address: 23736 Malibu Colony Rd, Malibu, CA 90265-
 6629
 APN: 4458-006-034

Sale / Rec Date: 12/13/2013 / 12/26/2013
 Sale Price / Type: \$17,350,000 / Full Value
 Land Use: SFR

Lot Area: 17,672 Sq. Ft.
 Bedrooms: 4
 Baths (F / H): 4 /



Neighbor 16 - 0.07 Miles From Subject
23730 Malibu Colony Rd, Malibu, CA 90265-6629
 Occupancy: Absentee Owner

Year Built / Eff: 1927 / 1957
 Living Area: 5,549 Sq. Ft.

Owner Name: Sumner Gordon M / Sumner Trudie S
 Mailing Address: 250 W 57th St #11, New York, NY 10107-1
 APN: 4458-006-035

Sale / Rec Date:
 Sale Price / Type:
 Land Use: SFR

Lot Area: 16,147 Sq. Ft.
 Bedrooms: 5
 Baths (F / H): 5 /



Neighbor 17 - 0.07 Miles From Subject
23832 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Absentee Owner

Year Built / Eff: 1927 / 1970
 Living Area: 2,522 Sq. Ft.

Owner Name: Erika Glazer Trust / Glazer Erika TR
 Mailing Address: 9663 Santa Monica Blvd #212, Beverly Hills,
 CA 90210-4303
 APN: 4458-007-024

Sale / Rec Date: 05/17/2010 / 05/20/2010
 Sale Price / Type: \$12,250,000 / Full Value
 Land Use: SFR

Lot Area: 15,048 Sq. Ft.
 Bedrooms: 5
 Baths (F / H): 3 /



Neighbor 18 - 0.07 Miles From Subject
23834 Malibu Rd, Malibu, CA 90265-4604
 Occupancy: Owner Occupied

Year Built / Eff: 1956 / 1965
 Living Area: 2,258 Sq. Ft.

Owner Name: Alan L Specht Trust / Specht Alan L TR
 Mailing Address: 23834 Malibu Rd, Malibu, CA 90265-4604
 APN: 4458-007-023

Sale / Rec Date: / 08/17/1984
 Sale Price / Type: \$1,100,000 /
 Land Use: SFR

Lot Area: 11,588 Sq. Ft.
 Bedrooms: 2
 Baths (F / H): 3 /



Neighbor 19 - 0.08 Miles From Subject
23720 Malibu Colony Rd, Malibu, CA 90265-6629
 Occupancy: Absentee Owner

Year Built / Eff: 1983 / 1990
 Living Area: 3,068 Sq. Ft.

Owner Name: Bell Lauralee K TR / Lauralee K Bell Trust
 Mailing Address: 23720 Malibu Colony Rd #27, Malibu, CA
 90265-6629
 APN: 4458-006-036

Sale / Rec Date: / 02/14/1996
 Sale Price / Type:
 Land Use: SFR

Lot Area: 8,554 Sq. Ft.
 Bedrooms: 2
 Baths (F / H): 3 /



Neighbor 20 - 0.08 Miles From Subject
23716 Malibu Colony Rd, Malibu, CA 90265-6629
 Occupancy: Owner Occupied

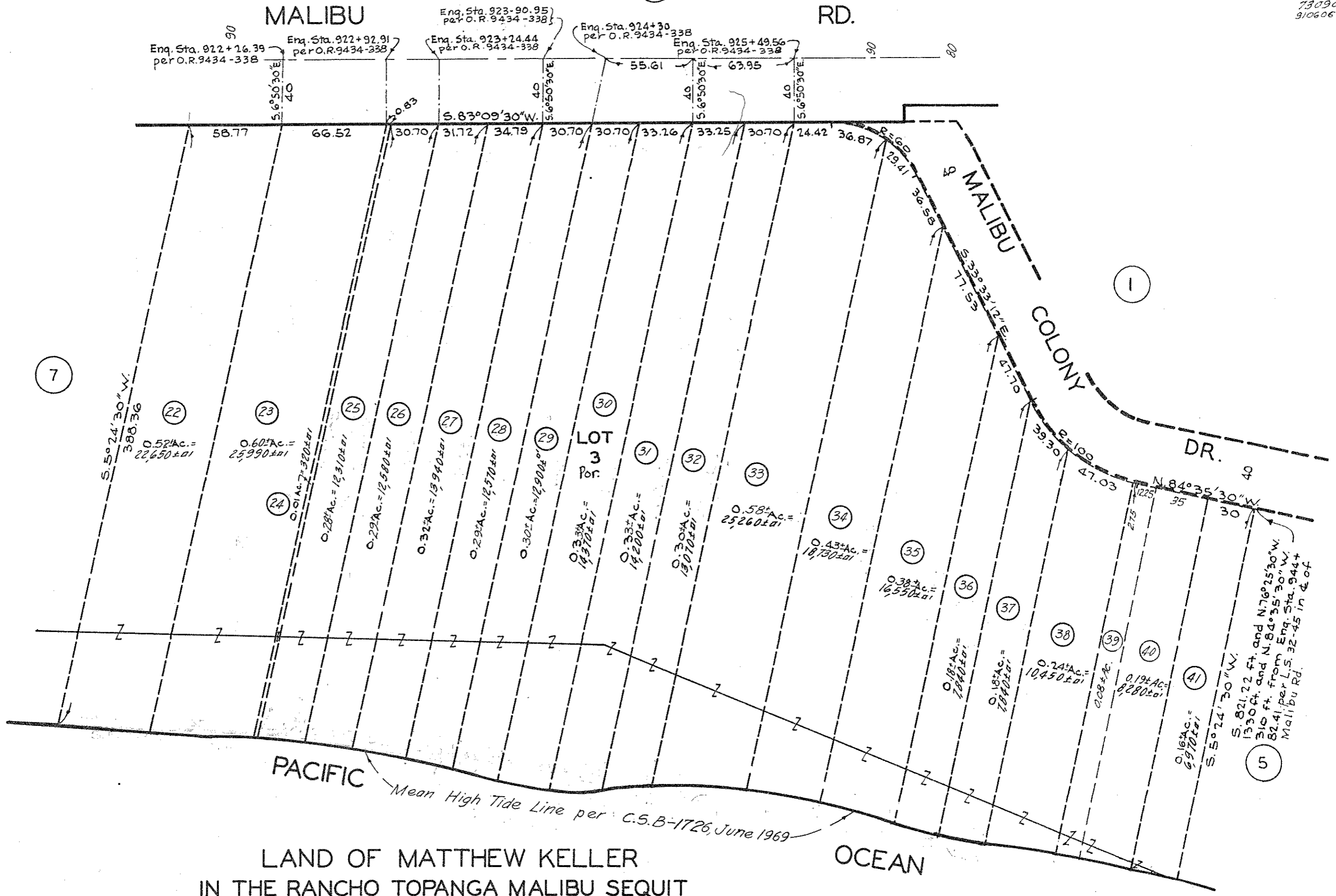
Year Built / Eff: 1930 / 1960
 Living Area: 2,227 Sq. Ft.

Owner Name:	Wolk Family Trust / Wolk Roger S & Marilyn S Trs	Sale / Rec Date:	Lot Area:	7,341 Sq. Ft.
Mailing Address:	23716 Malibu Colony Rd, Malibu, CA 90265-6629	Sale Price / Type:	Bedrooms:	5
APN:	4458-006-037	Land Use:	Baths (F / H):	4 /

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

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1992



LAND OF MATTHEW KELLER
 IN THE RANCHO TOPANGA MALIBU SEQUIT
 R.F. 534

CODE 10865

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20240354871



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

05/31/24 AT 08:00AM

FEES:	31.00
TAXES:	18,205.00
OTHER:	0.00
<hr/>	
PAID:	18,236.00



LEADSHEET



202405310140030

00024496547



014710435

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

30112707-BB-01

**Recording Requested by
Fidelity National Title**

**AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:**

23768 MR LLC
c/o Perry, Neidorf & Grassl, LLP
Attn: Michael Neidorf
11400 W. Olympic Blvd., Suite 590
Los Angeles, California 90064

TITLE ORDER NO. **30112707-BB** ESCROW OR LOAN NO.

COURT-APPOINTED RECEIVER'S DEED

THE UNDERSIGNED "GRANTOR" DECLARES:
The City of Malibu

DOCUMENTARY TRANSFER TAX is \$ 18,205.00 and any CITY TAX is \$ 0.00
 computed on full value of Property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

BY THIS INSTRUMENT DATED March 26, 2024, for valuable consideration, in accordance with California law, after notice, and pursuant to the Court's orders dated March 21, 2023, issued by the Superior Court of the State of California for the County of Los Angeles, East District, and recorded in the official records of the Los Angeles County Recorder on March 24, 2023, as instrument number 20230191075, the "Grantor": **HARMONIA MALIBU LLC, a California limited liability company**, by and through STEPHEN J. DONELL, solely and exclusively in his capacity as State Court Appointed Receiver ("**Receiver**") in the matter of *Elizabeth Taylor, etc. v. Alkiviades David, etc., et al.* ("**Action**"), Superior Court of the State of California, County of Los Angeles, East District ("**Court**") as Case No. BC649025, acting in such capacity and not individually, hereby asserts that the Grantor has not previously conveyed the Property as described in Exhibit "A," attached hereto, and subject to matters of public record does hereby sell, assign, transfer and convey all right, title and interest to the Property held by the Receiver in the Action

TO: **23768 MR LLC, a California limited liability company** ("Grantee"),

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN

Commonly described as: 23768 Malibu Road, Malibu, CA 92065

APN 1: 4458-006-025
APN 2: 4458-006-024

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1, APN: 4458-006-025:

A Parcel of land, being a part of Rancho Topanga Malibu Sequit, as per map thereof recorded in Book 1 of Patents, Pages 414 to 416, inclusive, of records of said County, particularly described as follows: Commencing at engineer's center line Station 944 plus 81.47 in a tangent bearing South 83° 09' 30" West of the 80 foot strip of land at described in the Final Order of Condemnation in Superior Court Case No. 135650, a certified copy of said final order being recorded in Book 9434, Page 338, Official Records of said County; said centerline station being South 0° 40' 42" East 4183.75 feet from a 12 inch by 12 inch Sandstone Monument, marked TM No. 4 in the root of a 54 inch Sycamore at North boundary corner of said Rancho, described on County Surveyor's Map 9207, Records of said County; thence along the center line of said 80 foot strip of land South 83° 0' 30" West, 2157.03 feet to Engineer's Station 923 plus 24.44; thence South 6° 50' 30" East 40 feet to a point in the Southerly line of said 80 foot strip of land being the true point of beginning; thence along said Southerly line of said 80 foot strip, South 83° 09' 30" West 30.70 feet to a point; thence South 5° 21' 30" West 394 feet, more or less to the Ordinary High Tide of the Pacific Ocean; thence Easterly along said Ordinary High Tide line, 30 feet, more or less, to the intersection of said tide line and that line which bears South 3° 34' 30" West from the true point of beginning; thence North 5° 24' 30" East, 397 feet, more or less, to the point of beginning.

Except all minerals, oil, petroleum, asphaltum, gas, coal and other hydrocarbon substances contained in, on, within and under said land and every part thereof, as contained in deed from Marblehead Land Company, recorded in Book 14976, Page 264, Official Records.

Except any portion of said land which at any time was tide or submerged land and became upland by other than from natural causes. Also except any portion of said land lying outside of the patent lines of the Rancho Topanga Malibu Sequit, as such lines existed at the time of the issuance of patent, which was not formed by the deposit of alluvium from natural causes and by imperceptible degrees.

Parcel 2: APN: 4458-006-024

A Parcel of land being a part of Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as per map recorded in Book 1, of Patents, Pages 414 to 416, inclusive, of Maps, particularly described as follows:

Beginning at the Northwest corner of the land described in the deed from Marblehead Land Company to Phyllis H. Staley, a married woman, recorded in Book 14976, Page 264, Official Records; thence South 5° 24' 30" West 394 feet, more or less to the ordinary high tide line of the Pacific Ocean; said point being the Southwest corner of the land described in the deed from Marblehead Land Company to Phyllis H. Staley, a married woman, recorded in Book 14976 Page 264, Official Records; thence West to a point, said point being the Southeast corner of the land described in the deed from Marblehead Company to Lester Cohen, a married man as his

sole and separate property, recorded in Book 18376 Page 142, Official Records; thence 83° 09' 30" East to a point, said point being the point of beginning. Except all minerals, oil, petroleum, asphaltum, gas, coal and other hydrocarbon substances contained in, on, within and under said land and every part thereof, as contained in deed from Marblehead Land Company, recorded in Book 14976, Page 264, Official Records.

Except any portion of said land which at any time was tide or submerged land and became upland by other than from natural causes. Also except any portion of said land lying outside of the patent lines of the Rancho Topanga Malibu Sequit, as such lines existed at the time of the issuance of patent, which was not formed by the deposit of alluvium from natural causes and by imperceptible degrees.

Said Parcels 1 and 2 above described are made pursuant to that certain certificate of Compliance no. Cc 20390, recorded April 24, 1981 as instrument no. 81-414322, Official Records.

Assessor's Parcel Numbers(s):

1: 4458-006-025

2: 4458-006-024

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20190375317



Pages:
0030

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/26/19 AT 08:00AM

FEES:	111.00
TAXES:	0.00
OTHER:	0.00
<hr/>	
PAID:	111.00



LEADSHEET



201904260220028

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009781989

SEQ:
02

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E48 86779

RECORDING REQUESTED BY

Priority Title

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME Axos Bank

STREET ADDRESS

9205 West Russell Rd., Suite 400, Mail Stop 860

CITY, STATE &
ZIP CODE

Las Vegas, Nevada 89148

SPACE ABOVE FOR RECORDER'S USE ONLY

DEED OF TRUST

Title of Document

Pursuant to Senate Bill 2 – Building Homes and Jobs Act (GC Code Section 27388.1), effective January 1, 2018, a fee of seventy-five dollars (\$75.00) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel of real property. The fee imposed by this section shall not exceed two hundred twenty-five dollars (\$225.00).

- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).
- Exempt from fee per GC 27388.1 (a) (2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier.
- Exempt from fee per GC 27388.1 (a) (1); fee cap of \$225.00 reached.
- Exempt from the fee per GC 27388.1 (a) (1); not related to real property.

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

PRIORITY TITLE

86779

Recording Requested By:
AXOS BANK

And After Recording Return To:

AXOS BANK, ATTN: LOAN
SERVICING
9205 WEST RUSSELL RD., SUITE 400, MAIL STOP 860
LAS VEGAS, NEVADA 89148
Loan Number: 70221353

[Space Above This Line For Recording Data]

4458-006-025
4458-006-024

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 23, 2019, together with all Riders to this document.

(B) "Borrower" is HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
LLC'S ADDRESS IS 330 SOUTH POPLAR AVENUE, SUITE 103-I, PIERRE, SD 57501

Borrower is the trustor under this Security Instrument.

(C) "Lender" is AXOS BANK

Lender is a FEDERALLY CHARTERED SAVINGS BANK organized
and existing under the laws of UNITED STATES
Lender's address is 4350 LA JOLLA VILLAGE DRIVE, 140, SAN DIEGO, CALIFORNIA 92122

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is STEWART TITLE GUARANTY COMPANY
1980 POST OAK BLVD., SUITE 710, TX

(E) "Note" means the promissory note signed by Borrower and dated APRIL 22, 2019
The Note states that Borrower owes Lender FIFTEEN MILLION AND 00/100
Dollars (U.S. \$ 15,000,000.00)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2049

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Other(s) [specify] Accommodation Rider, Prepayment Rider to Sec/Int. |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
A.P.N.: 4458-006-025, 4458-006-024

which currently has the address of 23768 MALIBU ROAD

MALIBU, California 90265 ("Property Address"):
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of

its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying

the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether

or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires

otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action

required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~CALIFORNIA~~ ^{SD} South Dakota)

County of ~~LOS ANGELES~~ ^{DA} Hughes)

On April 24, 2019 before me, Danielle R. Keeton, Notary Public
Date Here Insert Name and Title of the Notarizing Officer

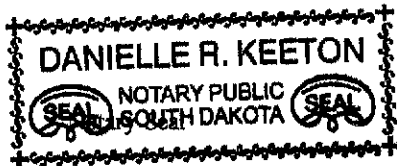
personally appeared BRIDGEFORD TRUST COMPANY, LLC, TRUSTEE OF THE HARMONIA TRUST
D, DATED FEB 5, 2019 BY: DOUG MIKKONEN ITS VICE PRESIDENT, COMPLIANCE
OFFICER, TRUST ADMINISTRATOR

Name(s) of Signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{South Dakota} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Danielle R. Keeton
Signature of Notary Public

My Commission Expires
April 25, 2023

Loan Originator: SCOTT STEVEN ENGEL, NMLSR ID 260965
Loan Originator Organization: FINANCE OF AMERICA MORTGAGE LLC, NMLSR ID 1623720

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3005 1/01 Page 14 of 14

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of South Dakota

County of Hughes

On April 24, 2019 before me, Danielle R. Keeton

A Notary Public personally appeared Doug Mikkonen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ South Dakota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Danielle R. Keeton

My Commission Expires
April 25, 2023

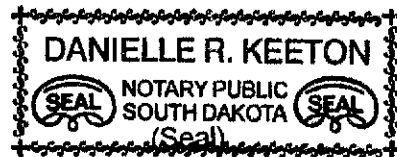


Exhibit "A"

Legal Description

A.P.N.: 4458-006-025 + 4458-006-024

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

PARCEL 1:

A PARCEL OF LAND, BEING A PART OF RANCHO TOPANGA MALIBU SEQUIT, AS PER MAP THEREOF RECORDED IN BOOK 1 OF PATENTS, PAGES 414 TO 416, INCLUSIVE, OF RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT ENGINEER'S CENTER LINE STATION 944 PLUS 81.47 IN A TANGENT BEARING SOUTH 83° 09' 30" WEST OF THE 80 FOOT STRIP OF LAND AT DESCRIBED IN THE FINAL ORDER OF CONDEMNATION IN SUPERIOR COURT CASE NO. 135650, A CERTIFIED COPY OF SAID FINAL ORDER BEING RECORDED IN BOOK 9434, PAGE 338, OFFICIAL RECORDS OF SAID COUNTY; SAID CENTERLINE STATION BEING SOUTH 0° 40' 42" EAST 4183.75 FEET FROM A 12 INCH BY 12 INCH SANDSTONE MONUMENT, MARKED TM NO. 4 IN THE ROOT OF A 54 INCH SYCAMORE AT NORTH BOUNDARY CORNER OF SAID RANCHO, DESCRIBED ON COUNTY SURVEYOR'S MAP 9207, RECORDS OF SAID COUNTY; THENCE ALONG THE CENTER LINE OF SAID 80 FOOT STRIP OF LAND SOUTH 83° 0' 30" WEST, 2157.03 FEET TO ENGINEER'S STATION 923 PLUS 24.44; THENCE SOUTH 6° 50' 30" EAST 40 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID 80 FOOT STRIP OF LAND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE OF SAID 80 FOOT STRIP, SOUTH 83° 09' 30" WEST 30.70 FEET TO A POINT; THENCE SOUTH 5° 21' 30" WEST 394 FEET, MORE OR LESS TO THE ORDINARY HIGH TIDE OF THE PACIFIC OCEAN; THENCE EASTERLY ALONG SAID ORDINARY HIGH TIDE LINE, 30 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID TIDE LINE AND THAT LINE WHICH BEARS SOUTH 3° 34' 30" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 5° 24' 30" EAST, 397 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN, ON, WITHIN AND UNDER SAID LAND AND EVERY PART THEREOF, AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, RECORDED IN BOOK 14976, PAGE 264, OFFICIAL RECORDS.

EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE OR SUBMERGED LAND AND BECAME UPLAND BY OTHER THAN FROM NATURAL CAUSES.

ALSO EXCEPT ANY PORTION OF SAID LAND LYING OUTSIDE OF THE PATENT LINES OF THE RANCHO TOPANGA MALIBU SEQUIT, AS SUCH LINES EXISTED AT THE TIME OF THE ISSUANCE OF PATENT, WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVIUM FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

PARCEL 2:

A PARCEL OF LAND BEING A PART OF RANCHO TOPANGA MALIBU SEQUIT, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, OF PATENTS,

PAGES 414 TO 416, INCLUSIVE, OF MAPS, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED FROM MARBLEHEAD LAND COMPANY TO PHYLLIS H. STALEY, A MARRIED WOMAN, RECORDED IN BOOK 14976, PAGE 264, OFFICIAL RECORDS; THENCE SOUTH 5° 24' 30" WEST 394 FEET, MORE OR LESS TO THE ORDINARY HIGH TIDE LINE OF THE PACIFIC OCEAN; SAID POINT BEING THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED FROM MARBLEHEAD LAND COMPANY TO PHYLLIS H. STALEY, A MARRIED WOMAN, RECORDED IN BOOK 14976 PAGE 264, OFFICIAL RECORDS; THENCE WEST TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED FROM MARBLEHEAD COMPANY TO LESTER COHEN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, RECORDED IN BOOK 18376 PAGE 142, OFFICIAL RECORDS; THENCE 83° 09' 30" EAST TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN, ON, WITHIN AND UNDER SAID LAND AND EVERY PART THEREOF, AS CONTAINED IN DEED FROM MARBLEHEAD LAND COMPANY, RECORDED IN BOOK 14976, PAGE 264, OFFICIAL RECORDS.

EXCEPT ANY PORTION OF SAID LAND WHICH AT ANY TIME WAS TIDE OR SUBMERGED LAND AND BECAME UPLAND BY OTHER THAN FROM NATURAL CAUSES.

ALSO EXCEPT ANY PORTION OF SAID LAND LYING OUTSIDE OF THE PATENT LINES OF THE RANCHO TOPANGA MALIBU SEQUIT, AS SUCH LINES EXISTED AT THE TIME OF THE ISSUANCE OF PATENT, WHICH WAS NOT FORMED BY THE DEPOSIT OF ALLUVIUM FROM NATURAL CAUSES AND BY IMPERCEPTIBLE DEGREES.

ACCOMMODATION RIDER

Loan Number: 70221353

THIS ACCOMMODATION RIDER is made this 23rd day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure Borrower's Promissory Note (the "Note") to AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265

[Property Address]

Mortgagor acknowledges it is a LLC and any reference in [Trust/LLC/Partnership/Corporation]

Mortgage, Deed of Trust or Security Deed to an individual or borrower shall mean the LLC [Trust/LLC/Partnership/Corporation]

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lender further covenant and agree as follows:

In exchange for a valuable and sufficient consideration, Mortgagors are executing the Security Instrument and this Accommodation Rider to secure the above described Note. The Undersigned Mortgagors, without affecting Lender's rights hereunder or the lien hereof, waives any right of notice or demand in the event Lender, pursuant to the Note and this Security Instrument and any amendments thereto: (a) renews, extends, accelerates or otherwise changes the terms of the indebtedness or any part thereof, including increases or decreases of the rate of interest thereon; (b) takes and holds additional security for the payment of the indebtedness guaranteed, and exchanges, enforces, waives and releases any security; (c) applies such security and directs the order or manner of sale thereof as Lender in its discretion may determine; and (d) releases or substitutes any one or more endorsers or guarantors. Lender may without notice assign this Security Instrument in whole or in part.

ACCOMMODATION: The Security Instrument secures a Promissory Note executed by collectively ("Borrower"), in favor of the Lender thereunder. Mortgagor is executing this Accommodation Rider as an accommodation to Borrower and thereafter agrees as follows:


the borrower defined therein [such Promissory Note, having been made of the date hereof in the principal amount fifteen million and 00/100 Dollars (\$15,000,000.00), bearing MIN# 1007359-0003417358-4 and Loan # 700221353

Mortgagor waives any right to require Lender to: (a) proceed against Borrower; (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Lender may, at its election, foreclose upon any such security by judicial or non-judicial sale, without affecting or impairing in any way the liability of Mortgagor hereunder except to the extent the indebtedness

has been paid, and Mortgagor waives any defense arising out of the absence, impairment or loss of any right or remedy of Mortgagor against Borrower, or any such security, whether resulting from such election by Lender or otherwise. Mortgagor waives any defense arising by reason of the cessation from any cause whatsoever of the liability of Borrower. Until all indebtedness of Borrower to Lender shall have been paid in full, even though such indebtedness is in excess of Mortgagor's liability hereunder, Mortgagor shall have no right of subrogation, and waives any right to enforce and remedy which Lender now has or may hereafter have against Borrower and waives any benefit of, and any right to participate in any security now or hereafter held by Lender. Mortgagor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of the Security Instrument and of the existence, creation or incurring of new or additional indebtedness. Mortgagor assumes the responsibility for being and keeping himself informed of the financial condition of Borrower and of all other circumstances bearing upon the risk of nonpayment of the indebtedness which diligent inquiry would reveal, and agree that absent a request for such information by Mortgagor, Lender shall have no duty to advise Mortgagor of information know to it regarding such condition or any such circumstances.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and covenants contained in this Accommodation Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY



(Seal)
BRIDGEFORD TRUST COMPANY, -Borrower
LLC, TRUSTEE OF THE HARMONIA TRUST D,
DATED FEB 5, 2019
BY: DOUG MIKKONEN
ITS VICE PRESIDENT, COMPLIANCE
OFFICER, TRUST ADMINISTRATOR

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 23rd day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.


Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default

or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this I-4 Family Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY



BRIDGEFORD TRUST COMPANY, LLC, -Borrower
TRUSTEE OF THE HARMONIA TRUST
D, DATED FEB 5, 2019
BY: DOUG MIKKONEN
ITS VICE PRESIDENT, COMPLIANCE
OFFICER, TRUST ADMINISTRATOR

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

FIXED/ADJUSTABLE RATE RIDER
LIBOR One-Year Index (As Published In *The Wall Street Journal*) -
Five-Year Interest Only Period

THIS FIXED/ADJUSTABLE RATE RIDER is made this 23rd day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK ("Lender") of the same date and covering the property described in the Security Instrument and located at:

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.875 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of MAY, 2024, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 250/1000 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.875 % or less than 5.875 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 2 percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 % or less than 5.875 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 5th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.


If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY



(Seal)
BRIDGEFORD TRUST COMPANY, -Borrower
LLC, TRUSTEE OF THE HARMONIA TRUST D,
DATED FEB 5, 2019
BY: DOUG MIKKONEN
ITS VICE PRESIDENT, COMPLIANCE
OFFICER, TRUST ADMINISTRATOR

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT RIDER

Loan Number: 70221353

Date: APRIL 23, 2019

Borrower(s): HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

THIS PREPAYMENT RIDER (the "Rider") is made this 23rd day of APRIL, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of AXOS BANK, A FEDERALLY CHARTERED SAVINGS BANK

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

23768 MALIBU ROAD, MALIBU, CALIFORNIA 90265

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.


If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase. If this Note provides for a variable interest rate or finance charge, and the interest rate or finance charge at any time exceeds the legal limit under

which a Prepayment penalty is allowed, then the Note Holder's right to assess a Prepayment penalty will be determined under applicable law.

If within EIGHTEEN (18) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

HARMONIA MALIBU LLC, A CALIFORNIA LIMITED LIABILITY COMPANY



(Seal)
BRIDGEFORD TRUST COMPANY, -Borrower
LLC, TRUSTEE OF THE HARMONIA TRUST D,
DATED FEB 5, 2019
BY: DOUG MIKKONEN
ITS VICE PRESIDENT, COMPLIANCE
OFFICER, TRUST ADMINISTRATOR

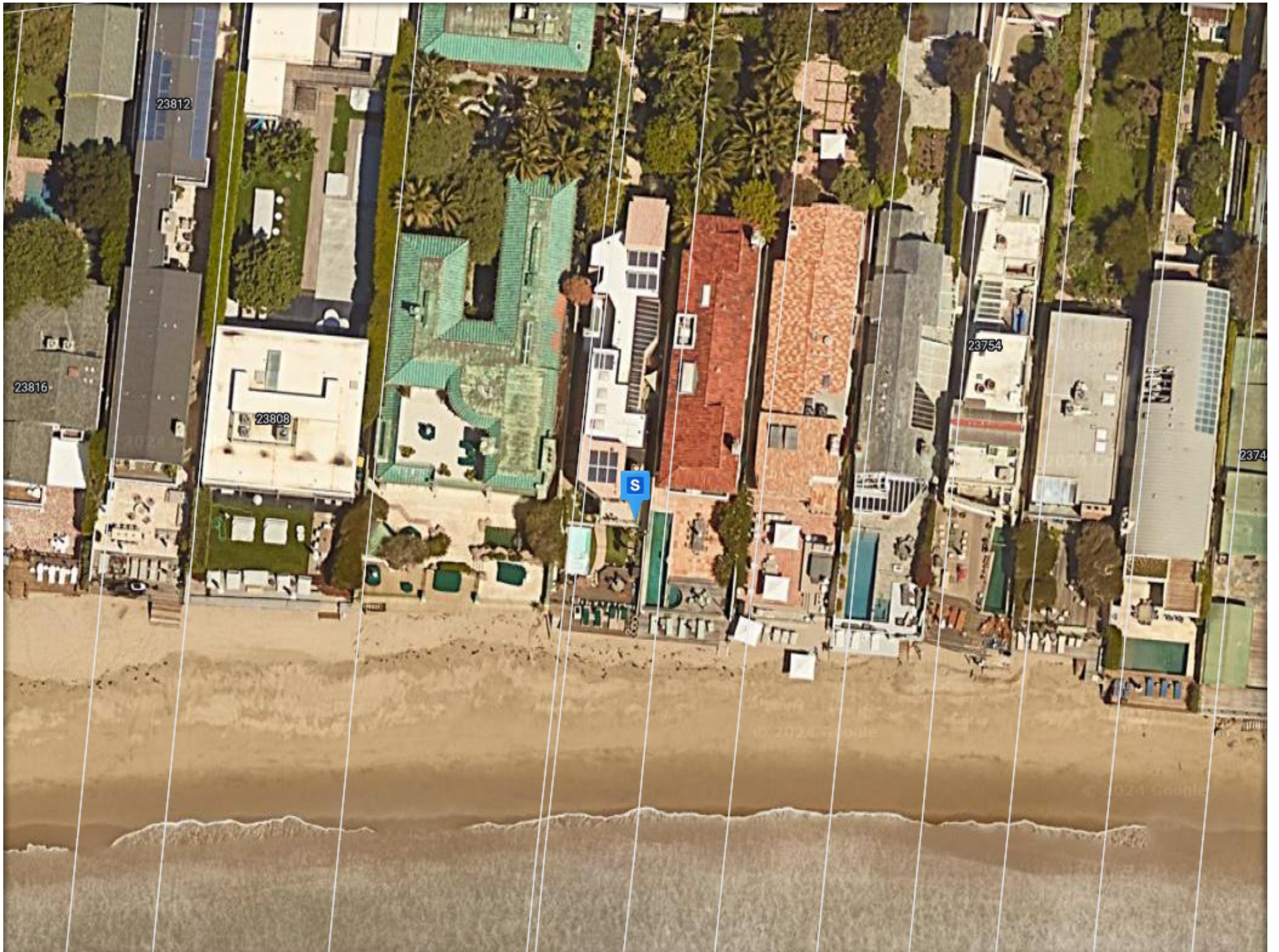
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



SUB-TRUST D

DEED OF APPOINTMENT AND INDEMNITY

SENTRY MANAGEMENT (PTC) LTD., B.V.I.

AS TRUSTEE OF THE SUB-TRUST D

-and-

BRIDGFORD TRUST COMPANY LLC

AS TRUSTEE OF THE HARMONIA TRUST

THIS DEED OF APPOINTMENT AND INDEMNITY is made on ___ September, 2018

BETWEEN

- (1) **SENTRY MANAGEMENT (PTC) LTD.** of 3076 Sir Francis Drake’s Highway, Road Town, Tortola, British Virgin Islands (the “**Appointing Trustee**”); and
- (2) **BRIDGFORD TRUST COMPANY LLC** of (the “**Receiving Trustee**”)

SUPPLEMENTAL TO a trust agreement dated 12 May 1987 between Truad Verwaltungs AG in its capacity as Trustee of the AGL Trust and Truad Verwaltungs AG and Mr. George A. David and Mr. Haralambos K. Leventis (the Original Trustees) (“**Sub-Trust D**”) and supplemental to an agreement dated November 2005 between the Family of the Late Andreas A. David and the Original Trustees (the “**Agreement**”) and an addendum thereto dated 13 October 2010, and supplemental to a Deed of Appointment and Retirement between the Original Trustees and the Appointing Trustee dated 24 March 2009.

WHEREAS:

- (A) The Appointing Trustee is the current trustees of Sub-Trust D and the Receiving Trustee is a Trustee of the Harmonia Trust, the Nominated Trust, as such term is defined in the Agreement.
- (B) Pursuant to Article III and Article IV paragraph 5. of Sub-Trust D has the power to make such distributions of income and principal as it in its absolute discretion thinks fit.
- (C) Section 2.8 of the Agreement provides:
- “Upon the distribution of the CCHBC shares to Sub-Trust D on the CCHBC Share Distribution Date as referred to in 2.6 above and subsequent to the AAD Foundation having been funded as per clause 3 hereinafter, RD, AD and AED agree that the trustees of Sub-Trust D at the time shall upon satisfactory outcome of a due diligence on such trusts distribute 20% of each share as created per clause 2.7 above to Nominated Trusts which AD and AED (and RD in the event the she has children at the time when she has children) have respectively established for their own children.”
- (D) 1’347’195 shares in CCHBC, representing the 20% share for the children of AD mentioned in (C) above, were transferred to Harmonia Commercial SA (“**Harmonia**”) in December 2010, which is now an underlying company of the Sub-Trust D. At the request of AD, on June 13, 2013, 1’279’835 of the CCHBC shares were sold, since then Harmonia Commercial SA holds a portfolio of bankable assets with Credit Suisse (the “**Harmonia Portfolio**”).

- (E) The Receiving Trustee in executing this Deed wishes to request that the Appointing Trustees exercise their powers under Sub-Trust D to appoint to it the Harmonia Portfolio (the details of which are set out in the Schedule), in a manner, which they deem fit.
- (F) In consideration of the Appointing Trustees executing this Deed the Receiving Trustee wishes to grant the Appointing Trustees the indemnity hereinafter appearing.

NOW THIS DEED WITNESSES as follows

1. In this Deed words and expressions shall have the same meaning as in Sub-Trust D unless the context otherwise provides.
2. In exercise of the powers and provisions of Article III and Article IV paragraph 5. of Sub-Trust D and any and all other powers either by Sub-Trust D or by law vested in them, the Appointing Trustees **HEREBY APPOINT, PAY, APPLY OR TRANSFER** the Harmonia Portfolio to the Receiving Trustee absolutely freed and discharged from the trusts, powers and provisions of the Sub-Trust D.
3. The payment, application or transfer of the Harmonia Portfolio referred to in Clause 2 above may be made in such manner as the Appointing Trustees in their sole discretion, may determine.

The Appointing Trustee herewith authorizes Harmonia Commercial SA to arrange for the transfer of the Harmonia Portfolio in such manner, as its directors deem fit.

4. Notwithstanding the provisions of Clause 2 above, nothing in this Deed shall prejudice or impair in any way any lien or charge to which the Appointing Trustees are entitled in respect of any tax and other liabilities whatever for which it is or may become accountable.
5. The Receiving Trustee **HEREBY COVENANTS** with the Appointing Trustees (and as appropriate their directors, officers and agents) and their successors in title at all times fully and effectually (subject as provided below) to indemnify the Appointing Trustees (and as appropriate their directors, officers and agents) and their successors in title from and in respect of all fiscal and other outgoings, claims, costs, expenses and liabilities whatsoever for or in respect of which the Appointing Trustees may be or become liable as trustee or former trustee of the Trust including without prejudice to the generality of the foregoing any taxes, duties or other fiscal liabilities payable in any part of the world or which may become payable at any future time **PROVIDED THAT** the liability of the Receiving Trustee under the above covenant shall be limited in the following manner:

- 5.1** The liability of the Receiving Trustee shall be limited to the net amount or value from time to time of the capital of the Harmonia Portfolio that is in its possession or control from time to time.
- 5.2** The liability of the Receiving Trustee shall extend only to liabilities in respect of which the Appointing Trustees would have been entitled to reimbursement out of the Trust Property had they continued to hold the Harmonia Portfolio upon the trusts powers and provisions of the Trust on its present terms.
- 6.** If at any time after the date of this Deed the Receiving Trustee transfers or disposes of greater than 10% in value of the capital of the Harmonia Portfolio to any person or persons, then the Receiving Trustee shall arrange or procure that the recipient or recipients of such capital shall enter into an indemnity with the Appointing Trustees upon similar terms to that contained in Clause 5 above provided that the duration of the indemnity of the recipient or recipients shall be limited to 10 years after the date hereof.
- 7.** The Receiving Trustee confirms the release granted to the Appointing Trustees and their directors under Article 4.1 of the Agreement and declares that the Appointing Trustees and their directors are hereby given full discharge for their activities up to this date.
- 8.** This Deed may be executed in two or more counterparts, which, when taken together shall form one and the same document.
- 9.** The Deed shall be governed by and construed in accordance with the laws of the Islands of Bermuda.

IN WITNESS whereof the parties have executed this document as a Deed the day and year first above written

EXECUTED as a DEED for
SENTRY MANAGEMENT (PTC) LTD.
 in the presence of:

)
)
)
)

Director

Witness

EXECUTED as DEED and DELIVERED by
BRIDGFORD TRUST COMPANY LLC
in the presence of:

)
) _____
) Signature
)

Witness Name: _____
Address: _____

Witness Signature

Agreed:

ALKIVIADES DAVID

Schedule
(the “Harmonia Portfolio”)

SUB-TRUST D

DEED OF APPOINTMENT AND INDEMNITY

SENTRY MANAGEMENT (PTC) LTD., B.V.I.

AS TRUSTEE OF THE SUB-TRUST D

-and-

BRIDGFORD TRUST COMPANY LLC

AS TRUSTEE OF THE HARMONIA TRUST

THIS DEED OF APPOINTMENT AND INDEMNITY is made on ___ September, 2018

BETWEEN

- (1) **SENTRY MANAGEMENT (PTC) LTD.** of 3076 Sir Francis Drake’s Highway, Road Town, Tortola, British Virgin Islands (the “**Appointing Trustee**”); and
- (2) **BRIDGFORD TRUST COMPANY LLC** of (the “**Receiving Trustee**”)

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- (E) The Receiving Trustee in executing this Deed wishes to request that the Appointing Trustees exercise their powers under Sub-Trust D to appoint to it the Harmonia Portfolio (the details of which are set out in the Schedule), in a manner, which they deem fit.
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3. The payment, application or transfer of the Harmonia Portfolio referred to in Clause 2 above may be made in such manner as the Appointing Trustees in their sole discretion, may determine.

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5. The Receiving Trustee **HEREBY COVENANTS** with the Appointing Trustees (and as appropriate their directors, officers and agents) and their successors in title at all times fully and effectually (subject as provided below) to indemnify the Appointing Trustees (and as appropriate their directors, officers and agents) and their successors in title from and in respect of all fiscal and other outgoings, claims, costs, expenses and liabilities whatsoever for or in respect of which the Appointing Trustees may be or become liable as trustee or former trustee of the Trust including without prejudice to the generality of the foregoing any taxes, duties or other fiscal liabilities payable in any part of the world or which may become payable at any future time **PROVIDED THAT** the liability of the Receiving Trustee under the above covenant shall be limited in the following manner:

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- 5.2** The liability of the Receiving Trustee shall extend only to liabilities in respect of which the Appointing Trustees would have been entitled to reimbursement out of the Trust Property had they continued to hold the Harmonia Portfolio upon the trusts powers and provisions of the Trust on its present terms.
- 6.** If at any time after the date of this Deed the Receiving Trustee transfers or disposes of greater than 10% in value of the capital of the Harmonia Portfolio to any person or persons, then the Receiving Trustee shall arrange or procure that the recipient or recipients of such capital shall enter into an indemnity with the Appointing Trustees upon similar terms to that contained in Clause 5 above provided that the duration of the indemnity of the recipient or recipients shall be limited to 10 years after the date hereof.
- 7.** The Receiving Trustee confirms the release granted to the Appointing Trustees and their directors under Article 4.1 of the Agreement and declares that the Appointing Trustees and their directors are hereby given full discharge for their activities up to this date.
- 8.** This Deed may be executed in two or more counterparts, which, when taken together shall form one and the same document.
- 9.** The Deed shall be governed by and construed in accordance with the laws of the Islands of Bermuda.

IN WITNESS whereof the parties have executed this document as a Deed the day and year first above written

EXECUTED as a DEED for
SENTRY MANAGEMENT (PTC) LTD.
 in the presence of:

)
)
)
)

Director

Witness

EXECUTED as DEED and DELIVERED by
BRIDGFORD TRUST COMPANY LLC
in the presence of:

)
) _____
) Signature
)

Witness Name: _____
Address: _____

Witness Signature

Agreed:

ALKIVIADES DAVID

Schedule
(the “Harmonia Portfolio”)

General Overview

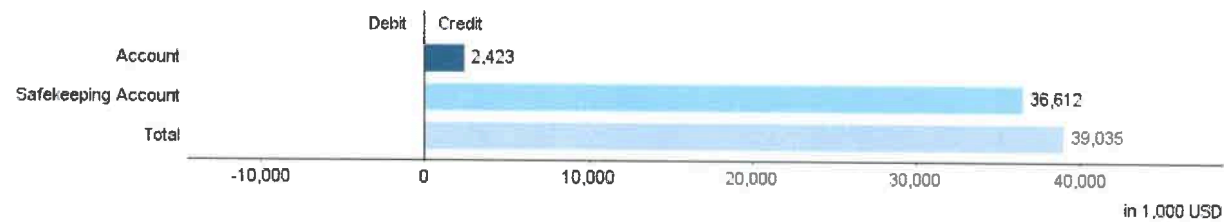
Analysis Details

Values with Valuation Date 21.05.2018

Reporting Currency¹ USD 39,034,692

Graph of Selected Assets

Group by Investment Type



Total of Selected Assets in USD¹

39,034,692

Account

	Number	Description	Holder	Curr.	Value	Value in USD
x	1875518-01	Transaction account for mandate	Harmonia Commercial S.A. Road Town, Tortola	CHF	17,029.43	17,061
x	1875518-02	Transaction account for mandate	Harmonia Commercial S.A. Road Town, Tortola	EUR	385,992.00	453,560
x	1875518-02-1	Current account	Harmonia Commercial S.A. Road Town, Tortola	GBP	159,619.13	213,993

Support for Private Clients:
Switzerland: 0844 800 888 / International: +41 844 800 888

Support for Corporate Clients:
Switzerland: 0800 88 11 88 / International: +41 800 88 11 88

Account

	Number	Description	Holder	Curr.	Value	Value in USD
x	1875518-02-2	Transaction account for mandate	Harmonia Commercial S.A. Road Town, Tortola	USD	6,089.10	6,089
x	1875518-02-3	Transaction account for mandate	Harmonia Commercial S.A. Road Town, Tortola	JPY	457.00	4
x	1875518-02-4	Transaction account for mandate	Harmonia Commercial S.A. Road Town, Tortola	GBP	41,867.03	56,129
x	1875518-02-5	Transaction account for mandate	Harmonia Commercial S.A. Road Town, Tortola	AUD	0.00	0
x	1875518-02-6	Call account	Harmonia Commercial S.A. Road Town, Tortola	EUR	0.00	0
x	1875518-02-7	Call account	Harmonia Commercial S.A. Road Town, Tortola	USD	0.00	0
x	1875518-02-8	Call account	Harmonia Commercial S.A. Road Town, Tortola	GBP	1,250,000.00	1,675,813
Subtotal in USD ¹						2,422,649

Safekeeping Account

	Number	Description	Holder	Curr.	Value	Value in USD
x	1875518-05	Safekeeping account	Harmonia Commercial S.A. Road Town, Tortola	EUR	2,013,550.00	2,366,022
x	1875518-05-1	Safekeeping account	Harmonia Commercial S.A. Road Town, Tortola	GBP	25,544,340.00	34,246,021
x	1875518-05-2	Investment relation	Harmonia Commercial S.A. Road Town, Tortola	CHF	0.00	0
Subtotal in USD						36,612,043
Total of Selected Assets						
Total in USD ¹						39,034,692

¹ Accrued Interests of Accounts and Money Market Investments are not included in the values.

Portfolio / Safekeeping Account S 1875518-05 Portfolio
 Account Holder Harmonia Commercial S.A., Road Town, Tortola
 Name Safekeeping account
 Positions with Valuation Date 21.05.2018

Bank CREDIT SUISSE (Switzerland) Ltd.
 Valuation Currency EUR
 Current Date 22.05.2018, 16:14 CEST
 Reporting Currency USD 2,366,022

View Safekeeping Account Positions Only

Assets and Liabilities

Number	Description Maturity	Valor	Price	Value inUSD Of which Accrued Interest	Change	Proportion in %
67,360	REG.SHS COCA- COLA HBC LTD CHF 6.7	19825130	GBP 26.2	2,366,022	62.73%	100.00
Total Assets & Liabilities (incl. Accrued Interests)				2,366,022	100.00%	

Total Assets & Liabilities

Total Value in USD	2,366,022	100.00%
Of which Accrued Interest	0	

¹ Real time data is shown upon availability and transactions might not be booked real time into cash accounts.

Portfolio / Safekeeping Account	S 1875518-05-1 Portfolio	Bank	CREDIT SUISSE (Switzerland) Ltd.
Account Holder	Harmonia Commercial S.A., Road Town, Tortola	Valuation Currency	GBP
Name	Safekeeping account	Current Date	22.05.2018, 16:14 CEST
Positions with Valuation Date	21.05.2018	Reporting Currency	USD 34,246,020

View Safekeeping Account Positions Only

Assets and Liabilities

Number/ Nominal	Description Maturity	Valor	Price	Value inUSD Of which Accrued Interest	Change	Proportion in %
GBP 500,000	1.875 % EURO MEDIUM-TERM NOTES NATIONAL GRID NORTH AMERICA INC 2015-6.8.18 REG-S SERIES 28 Due date 06.08.2018	29123420	100.185%	681,482 9,917	0.72%	1.99
GBP 500,000	2.5 % FIXED RATE NOTES ABN AMRO BANK NV 2014-18.12.18 REG-S SERIES 206 SENIOR Due date 18.12.2018	24678641	100.888%	683,446 7,168	-1.17%	2.00
GBP 500,000	2.375 % REGD.FIXED RATE NOTES GE CAPITAL UK FUNDING UNLIMITED COMPANY 2014- 19.12.18 REG-S SENIOR Due date 19.12.2018	24698881	100.73%	681,892 6,674	-0.83%	1.99
GBP 500,000	2.125 % EURO MEDIUM-TERM NOTES NORDEA BANK AB 2012- 13.11.19 REG-S SENIOR Due date 13.11.2019	19985125	100.718%	682,577 7,439	2.31%	1.99
GBP 500,000	1.875 % FIXED RATE NOTES JPMORGAN CHASE & CO 2015-10.2.20 REG -S SERIES 86 SENIOR Due date 10.02.2020	27035485	99.933%	673,319 3,443	1.66%	1.97

500,000	REGD.GUARANTEED NOTES SKY PLC 2014-24.11.20 REG-S SERIES 5 SENIOR Due date			9,398		
GBP 400,000	3.5 % EURO MEDIUM TERM NOTES MACQUARIE BANK LTD 2014-18.12.20 SERIES 1 REG S Due date 18.12.2020	23724114	103.75%	564,289 7,919	4.13%	1.65
GBP 220,000	1 % BONDS NESTLE HOLDINGS INC 2017-11.06.21 GUARANTEED Due date 11.06.2021	39377576	98.996%	293,282 1,300	-0.59%	0.86
GBP 500,000	2.375 % FIXED RATE MEDIUM-TERM NOTES ABN AMRO BANK NV 2015-7.12.21 REG-S SERIES 237 Due date 07.12.2021	30631942	102.595%	694,917 7,197	3.10%	2.03
GBP 260,000	1.25 % BONDS SWEDBANK AB 2017-29.12.21 Due date 29.12.2021	38386472	98.93%	346,546 1,707	-0.83%	1.01
GBP 500,000	2.25 % MEDIUM TERM NOTES COOPERATIEVE RABOBANK U.A. 2015-23.03.22 GLOBAL SERIES 2937A TRANCHE 1 REG S Due date 23.03.2022	27503779	102.47%	689,354 2,472	2.84%	2.01
GBP 500,000	2.125 % EURO MEDIUM-TERM NOTES WELLS FARGO & CO 2015-22.4.22 REG-S SERIES 61 SENIOR Due date 22.04.2022	27926815	100.34%	673,736 1,132	0.91%	1.97

500,000	MEDIUM TERM NOTES DAIMLER AG 2016-07.06.22 SERIES 68 REG S Due date 07.06.2022			13,612		
GBP 250,000	1 % EURO MEDIUM TERM NOTES LVMH MOET HENNESSY LOUIS VUITTON SE 2017-14.06.22 Due date 14.06.2022	37031024	97.93%	331,362 3,137	-1.86%	0.97
GBP 500,000	2.625 % NOTES INTERNATIONAL BUSINESS MACHINES CORP 2015-5.8.22 Due date 05.08.2022	29112077	104.044%	711,365 13,932	4.40%	2.08
GBP 200,000	1.125 % EURO MEDIUM TERM NOTES BNP PARIBAS SA 2016 -16.08.22 SERIES 17857 REG S Due date 16.08.2022	33588552	97.14%	262,759 2,298	-2.66%	0.77
GBP 300,000	0.875 % NOTES HENKEL AG & CO. KGAA 2016- 13.09.22 SERIES 4 REG S Due date 13.09.2022	33885107	97.615%	395,013 2,410	-1.60%	1.15
GBP 500,000	2.625 % FIXED RATE INSTRUMENTS WESTPAC BANKING CORP 2015-14.12.22 REG-S SERIES 1214 Due date 14.12.2022	30720060	103.8%	703,415 7,618	4.22%	2.05
GBP 500,000	1.25 % NOTES DEUTSCHE TELEKOM INTERNATIONAL FINANCE BV 2016 -06.10.23 GUARANTEED Due date 06.10.2023	34151319	96.97%	655,225 5,211	-2.81%	1.91

250,000	MEDIUM TERM NOTES MARKS & SPENCER PLC 2016-08.12.23 SERIES 130 REG S VARIABLE RATE ON RATING Due date 08.12.2023			4,518		
GBP 300,000	3.25 % NOTES BARCLAYS PLC 2016-12.02.27 SERIES 228 REG S Due date 12.02.2027	33579081	98.49%	399,632 3,510	-1.44%	1.17
GBP 500,000	3.875 % DEFERRED CAPITAL SECURITIES SSE PLC 2015- WITHOUT FIXED MATURITY VARIABLE RATE REG-S SUBORD.	27270266	101.876%	700,905 18,005	2.82%	2.05
100,000	PTG.UNITS INVESCO FUNDS SERIES 6 - INVESCO STERLING BOND FUND CLASS -Z- GBP	22202399	GBP 10.5136	1,409,506	-1.45%	4.12
3,000	SHS -HI DY GBP- PICTET SICAV - PICTET-GLOBAL EMERGING DEBT DISTRIBUTION	25594180	GBP 208.08	836,887	-11.28%	2.44
40,000	SHS -3D - GBP HEDGED- XTRACKERS II SICAV - XTRACKERS II GLOBAL INFLATION- LINKED BOND UCITS ETF DISTRIBUTION	13528866	GBP 24.4725	1,312,362	4.65%	3.83
1,000	SHS -C- GAM MULTIBOND SICAV - LOCAL EMERGING BOND CAPITALISATION	1047929	USD 331.02	331,020	1.91%	0.97

EURO STOXX
BANKS 30-15
UCITS ETF (DE)

32,000	SHS -1D- XTRACKERS SICAV - XTRACKERS MSCI EMU UCITS ETF DISTRIBUTION	20028776	EUR 41.575	1,563,287	10.83%	4.56
15,000	SHS -2C-GBP HEDGED- XTRACKERS SICAV - XTRACKERS MSCI EMU UCITS ETF CAPITALISATION	27552829	GBP 21.725	436,884	6.24%	1.28
12,000	SHS EUR ISHARES II PLC - ISHARES EURO STOXX 50 UCITS ETF	1065278	EUR 36.495	514,601	18.29%	1.50
1,500	ACCUM.PTG.SHS ISHARES VII PLC - ISHARES MSCI EMU SMALL CAP UCITS ETF EUR	10192176	EUR 210.3	370,670	59.40%	1.08
120	UNITS EB EUR CS INVESTMENT FUNDS 11 FCP - CREDIT SUISSE (LUX) SMALL AND MID CAP GERMANY EQUITY FUND CAPITALISATION	11154337	EUR 2732.38	385,282	100.37%	1.13
320,000	SHS GBP ISHARES PLC - ISHARES CORE FTSE 100 UCITS ETF	1083749	GBP 7.847	3,366,426	21.93%	9.83
40,000	SHS ISHARES PLC - ISHARES UK DIVIDEND UCITS ETF ISHS UK DIVID GBP	2308843	GBP 9.431	505,747	5.87%	1.48

	ISHARES VII PLC - ISHARES MSCI UK SMALL CAP UCITS ETF GBP					
5,500	SHS -C- SCHRODER INTERNATIONAL SELECTION FUND SICAV - ASIAN EQUITY YIELD CAPITALISATION	1884380	USD 35.0641	192,853	36.97%	0.56
6,000	SHS ISHARES PLC - ISHARES MSCI AC FAR EAST EX-JAPAN UCITS ETF USD	2308878	USD 59.745	358,470	20.98%	1.05
6,000	SHS -1C- XTRACKERS SICAV - XTRACKERS MSCI JAPAN UCITS ETF CAPITALISATION	2825426	JPY 6996	377,414	18.82%	1.10
8,000	TRUST UNITS SPDR S&P 500 ETF TRUST	45088	USD 273.37	2,186,960	24.54%	6.39
1,700	SHS ISHARES S&P MID-CAP 400 GROWTH ETF	1111392	USD 226.67	385,339	71.03%	1.13
2,500	SHS POWERSHARES QQQ TRUST SERIES I	3039719	USD 168.4	421,000	66.33%	1.23
30,000	ACCUM SHS USD ISHARES PLC - ISHARES CORE MSCI EM IMI UCITS ETF	24209517	USD 29.6	888,000	23.71%	2.59
1,500	SHS EB USD CS INVESTMENT FUNDS 2 SICAV - CREDIT SUISSE (LUX) COMMODITYALL OCATION FUND CAPITALISATION	11145820	USD 659.41	989,115	-21.19%	2.89

ISHARES ETF
(CH) - ISHARES
GOLD ETF (CH)

7,835.69	SHS -E- PARTNERS GROUP GLOBAL VALUE SICAV	26447516	EUR 221.28	2,037,398	2.24%	5.95
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Total Assets & Liabilities (incl. Accrued Interests)				34,246,021	100.00%	
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Total Assets & Liabilities

Total Value in USD

Of which Accrued Interest

34,246,020

140,016

100.00%

¹ Real time data is shown upon availability and transactions might not be booked real time into cash accounts.

Von: Armiento, Brittany Brittany.Armiento@morganstanleypwm.com
Betreff: Morgan Stanley transfer instructions
Datum: 6. September 2018 um 20:04
An: dmikkonen@bridgefordtrust.com, Linda Voller lvoller@bridgefordtrust.com, JTrenton@Venable.com, ryan.rudolph@oesch-rudolph.com, thomas.rohner@credit-suisse.com
Kopie: Morris, Kenneth Kenneth.Morris@morganstanleypwm.com



Hi All,

Once your settled and decided upon liquidating the portfolio (except CCHBC), I have included our Morgan Stanley incoming wire instructions below to wire all cash into the Harmonia Investments LLC account.

USD Wire Instructions

Bank Name: Citibank, N.A. 111 Wall St. NY, NY 10005
ABA Number: 021-000-089
SWIFT: CITIUS33 or CITIUS33XXX
Beneficiary Account Name: Morgan Stanley Smith Barney LLC
Beneficiary Account Number: 40611172
For Further Credit to: Harmonia Investments LLC 052-165017

In regards to CCHBC, please let us know if there is anything on our end that you may need to transfer the position to us. If you prefer Morgan Stanley to initiate the transfer we will need the (ISIN) number for this holding as well as the transfer & settlement dates to initiate the transfer.

Please feel free to reach out to us if you have any questions.

Best Regards,
Brittany

The Apollo Group at Morgan Stanley
Brittany Armiento
Registered Client Service Associate

Morgan Stanley Private Wealth Management
1290 Avenue of the Americas, 13th Floor | New York, NY 10104
T: 212-492-6729 | T: 800-495-6844 | F: 212-492-6386

Visit our team website: <http://www.morganstanleypwa.com/apollogroup>

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ΕΝΩΠΙΟΝ ΤΟΥ ΜΟΝΟΜΕΛΟΥΣ ΕΦΕΤΕΙΟΥ ΠΕΙΡΑΙΩΣ (Ειδική Διαδικασία Περιουσιακών Διαφορών)

ΕΦΕΣΗ

Του **Αλκιβιάδη** (Alkiviades) Ανδρέα (Andrew) **Δαβίδ** (David) του Ανδρέα και της Δήμητρας, υπηκοότητας Ηνωμένου Βασιλείου και Βόρειας Ιρλανδίας, κατοίκου Σαιν Τζών'ς του κράτους της Αντίγκουα και Μπαρμπούντα (Antigua and Barbuda, St. John's)

ΚΑΤΑ

- Της **Lauren (Όνομα) Reeves (Επώνυμο) (Λώρεν Ρηβς)**, κατοίκου Λος Άντζελες της Πολιτείας Καλιφόρνια των Η.Π.Α., Λεωφόρος Γκρίφιθ Παρκ (Griffith Park) διαμέρισμα 1.
- Της **Μάχιμ (Mahim) (Όνομα) Καν (Khan) (Επώνυμο) (Μάχιμ Καν)**, κατοίκου Ηνωμένων Πολιτειών Αμερικής, οδός 1407 Nandina Dr. Cedar Park, TX 78613, Πολιτεία του Τέξας.
- Του **Ελληνικού Δημοσίου**, νόμιμα εκπροσωπούμενου από τον Υπουργό Εθνικής Οικονομίας και Οικονομικών, ο οποίος κατοικοεδρεύει στην Αθήνα, με Α.Φ.Μ: 090165560 και ήδη από την 1/7/2017 από την Ανεξάρτητη Αρχή Δημοσίων Εσόδων (Α.Α.Δ.Ε), η οποία εδρεύει στην Αθήνα και επί της οδού Καραγιώργη Σερβίας, αρ. 10, με Α.Φ.Μ: 997073525, όπως νομίμως εκπροσωπείται από τον Προϊστάμενο της ΔΟΥ Ε' Πειραιά (ήδη ΚΕ.Β.ΕΙΣ. Αττικής)

ΚΑΤΑ

Της υπ' αριθμόν 3004/2025 απόφασης του Μονομελούς Πρωτοδικείου Πειραιώς και κατά του υπ' αριθμ. 32683/6-11-2023 πίνακα κατάταξης δανειστών του συμβολαιογράφου Πειραιώς Στέφανου Κων/νου Βασιλάκη, ο οποίος κατοικοεδρεύει στον Πειραιά, επί της οδού Υψηλάντου αρ. 170

ΚΟΙΝΟΠΟΙΟΥΜΕΝΗ ΠΡΟΣ

Τον υπάλληλο του πλειστηριασμού, Συμβολαιογράφο Πειραιώς Στέφανο Κων/νου Βασιλάκη, ο οποίος κατοικοεδρεύει στον Πειραιά, επί της οδού Υψηλάντου αρ. 170

Εκκαλώ την ως άνω υπ' αριθμόν **3004/2025 οριστική απόφαση** του **Μονομελούς Πρωτοδικείου Πειραιώς**, το οποίο δίκασε κατά την Ειδική Διαδικασία Περιουσιακών Διαφορών, για τους νόμιμους και βάσιμους λόγους που παρακάτω θα αναλυθούν και για όσους άλλους προσθέσω νομίμως και εμπροθέσμως:

I. ΕΙΣΑΓΩΓΙΚΕΣ ΠΑΡΑΤΗΡΗΣΕΙΣ

Την 15^η Ιουνίου 2023 έλαβα ατύπως γνώση ότι έχει εκδοθεί η υπ' αριθμ. 2663/2022 απόφαση του Μονομελούς Πρωτοδικείου Αθηνών με αίτηση της πρώτης εφεσίβλητης. Όπως πληροφορήθηκα, με την απόφαση αυτή, η οποία εκδόθηκε με τη διαδικασία της Εκουσίας Δικαιοδοσίας κατόπιν της από 18/3/2022 με αριθμό έκθεσης κατάθεσης δικογράφου 23522/1097/2022 αίτησης της πρώτης εφεσίβλητης, αναγνωρίστηκε η εκτελεστότητα της υπ' αριθμ. BC 643099/10-9-2020 απόφασης του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Αντζελες (Πολιτική Διεύθυνση 14^ο Τμήμα), χωρίς ο αρμόδιος δικαστής να εξετάσει τις προϋποθέσεις τελεσιδικίας αυτής, χωρίς να υπεισέρχεται σε εξέταση των ουσιαστικών προϋποθέσεων περί αντίθεσης αυτής προς την ελληνική δημόσια τάξη, ούτε περί της παραβίασης των θεμελιωδών αρχών της Δίκαιης Δίκης κατ' άρ. 6 της Ευρωπαϊκής Σύμβασης Δικαιωμάτων του Ανθρώπου, χωρίς να διατάξει την κλήτευση οιοδήποτε προσώπου ως έχοντος έννομο συμφέρον στην δίκη αυτή, είτε να έχει λάβει χώρα προσεπίκλησή μου ή άσκηση παρέμβασης, και ελλείπει κοινοποίησης της αίτησης της Lauren Reeves προς εμένα, το ελληνικό Δικαστήριο προχώρησε την 5/5/2022 χωρίς την παρουσία μου στην εκδίκαση της αίτησης της Lauren Reeves και εξέταση της ουσιαστικής βασιμότητας της αίτησής της.

Περαιτέρω, η ανωτέρω απόφαση στερείται αιτιολογίας ως προς την συνδρομή των κατά νόμον προβλεπομένων προϋποθέσεων εκτελεστότητας της απόφασης του Δικαστηρίου της Καλιφόρνια των Η.Π.Α. ενώ δεν περιέχει αιτιολογία ως προς το εάν το ποσό της εξωφρενικά υψηλής και δυσανάλογης κυρωτικής αποζημίωσης (punitive damages) που επιδικάζει η απόφαση που κηρύσσεται εκτελεστή, είναι σημαντικά υψηλότερο από την υποτιθέμενη πραγματική ζημία της καθ' ης. Επίσης, η εν λόγω απόφαση δεν εξετάζει καθόλου

το γεγονός ότι δεν μου δόθηκε η δυνατότητα στα αμερικανικά δικαστήρια να αμυνθώ και να προβάλω τους ισχυρισμούς μου, με αποτέλεσμα να έχει παραβιασθεί το άρ. 6 της Ευρωπαϊκής Σύμβασης Δικαιωμάτων του Ανθρώπου και το Διεθνές Σύμφωνο για τα Ατομικά και Πολιτικά Δικαιώματα, όπως αυτό υιοθετήθηκε και άνοιξε για υπογραφή, επικύρωση και προσχώρηση με την από 16.12.1966 υπ' αριθμ. 2200 Α (XXI) απόφαση της Γενικής Συνέλευσης του ΟΗΕ με έναρξη ισχύος την 23.3.1976 (σύμφωνα με το άρθρο 491 Κείμενο: United Nations Treaty Series, vol. 999, p. 171) και κυρώθηκε με το Ν. 2462/1997 «Κύρωση του Διεθνούς Συμφώνου για τα ατομικά και πολιτικά δικαιώματα» (ΦΕΚ 25, τ. Α).

Κατά της ανωτέρω απόφασης, άσκησα την από 27/7/2023, υπό στοιχεία ΓΑΚ: 6382/2023, ΕΑΚ: 864/2023 προσφυγή μου ενώπιον του Μονομελούς Εφετείου Αθηνών κατά της Lauren (Όνομα) Reeves (Επώνυμο) (Λώρεν Ρηβς) και κατά υπ' αριθμ. 2663/2022 δικαστικής διαταγής του Μονομελούς Πρωτοδικείου Αθηνών, με την οποία αναγνωρίστηκε η εκτελεστικότητα της υπ' αριθμ. BC 643099/10-9-2020 απόφασης του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Άντζελες (Πολιτική Διεύθυνση 14ο Τμήμα), η οποία εκδικάστηκε την Πέμπτη 23 Νοεμβρίου 2023 και απορρίφθηκε δυνάμει της υπ' αριθμ. 1647/2024 απόφασης του. Κατά της ανωτέρω αποφάσεως του Εφετείου Αθηνών, έχω ασκήσει την από 25.6.2024 με Γενικό αριθμό κατάθεσης 6088/2024 και Ειδικό αριθμό κατάθεσης 596/2024 αίτηση αναίρεσης ενώπιον του Αρείου Πάγου, συνεπώς η απόφαση δεν έχει καταστεί αμετάκλητη και η υπόθεση παραμένει εκκρεμής ενώ η απαίτηση της πρώτης εφεσίβλητης είναι ακόμη αβέβαιη και ανεκκαθάριστη.

Περαιτέρω, άσκησα την με στοιχεία ΓΑΚ/ΕΑΚ: 7783/1053/2023 προσφυγή κατά της δεύτερης εφεσίβλητης, ενώπιον του Εφετείου Αθηνών, προκειμένου να ακυρωθεί η υπ' αρ. 430/2023 δικαστική διαταγή του Μονομελούς Πρωτοδικείου Αθηνών, επί της οποίας προσφυγής μου εξεδόθη η υπ' αρ. 63/2024 απόφαση του Μονομελούς Εφετείου Αθηνών. Δυνάμει της ως άνω απόφασης, απορρίφθηκε η προσφυγή μου για τυπικούς λόγους και ειδικότερα διότι έκρινε το Δικαστήριο ότι δεν συντρέχει διεθνής δικαιοδοσία. Ως εκ τούτου, άσκησα νομίμως και εμπροθέσμως στο αρμόδιο πολιτικό τμήμα του Αρείου Πάγου την από 27.2.2024 με Γενικό αριθμό κατάθεσης 2168/2024 και Ειδικό αριθμό κατάθεσης 204/2024

αίτηση αναίρεσης κατά της Μάχιμ (Mahim) Καν (Khan) περί αναίρεσεως της υπ' αριθμόν της υπ' αριθμ. 63/2024 απόφασης του Εφετείου Αθηνών, με την οποία αναγνωρίσθηκε η εκτελεστότητα της υπ' αριθμ. BC 654017/2.3.2021 απόφασης του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Αντζελες (Πολιτική Διεύθυνση 74^ο Τμήμα) κατόπιν της από 18/3/2022 με αριθμό έκθεσης κατάθεσης δικογράφου 23891/1124/2022 αίτησης της.

Στις ασκηθείσες αιτήσεις αναίρεσης, εκτίθεται αναλυτικά ότι από 1-3-2002, σύμφωνα με το άρθρο 76 αυτού, τέθηκε σε εφαρμογή ο 44/2001 Κανονισμός του Συμβουλίου της 22.12.2000 για την διεθνή δικαιοδοσία, την αναγνώριση και την εκτέλεση αποφάσεων σε αστικές και εμπορικές υποθέσεις. Ο Κανονισμός αυτός, που εφαρμόζεται στην παρούσα υπόθεση, πριν αντικατασταθεί (στην πραγματικότητα “αναδιατυπωθεί”) με το νέο Κανονισμό 1215/2012 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου και εφαρμόζεται στα κράτη-μέλη της Ευρωπαϊκής Ένωσης από 10-1-2015, ορίζει ότι η διαδικασία κήρυξης της εκτελεστότητας που προβλέπεται στον κανονισμό περιλαμβάνει δύο στάδια, κατά το πρότυπο της προϊσχύσασας κοινοτικής σύμβασης των Βρυξελλών.

Το πρώτο στάδιο αφορά την κήρυξη της εκτελεστότητας και ρυθμίζεται από τα άρθρα 38 έως 42 του κανονισμού. Κατά το άρθρο 41 του κανονισμού 44/2001, η απόφαση κηρύσσεται εκτελεστή *«χωρίς έλεγχο των λόγων μη εκτέλεσης»* από το Πρωτοδικείο. Εξίσου σημαντικό είναι ότι, σύμφωνα πάντα με την ίδια διάταξη του κανονισμού, *«ο διάδικος κατά του οποίου ζητείται η εκτέλεση δεν δύναται στο στάδιο αυτό της διαδικασίας, να καταθέσει προτάσεις»*. Η διαδικασία δηλαδή στο πρώτο αυτό στάδιο είναι υποχρεωτικά μονομερής, ο καθ' ου δεν ακούγεται. Η ex parte αυτή διαδικασία ολοκληρώνεται με την έκδοση μίας μη προσωρινά εκτελεστής απόφασης. Σε αυτό ακριβώς το χρονικό σημείο, υφίσταται από τον κανονισμό η δυνατότητα λήψεως ασφαλιστικών μέτρων (άρθρο 47 παρ. 2 και παρ. 3), χωρίς να απαιτείται ειδική άδεια για τη λήψη αυτών ή μεταγενέστερη απόφαση ημεδαπού δικαστηρίου για την επικύρωσή τους.

Η απόφαση που κηρύσσει εκτελεστή την αλλοδαπή απόφαση γνωστοποιείται στον καθ' ου η εκτέλεση, ο οποίος μπορεί να αμφισβητήσει τη διαδικασία και το κύρος της κατά το δεύτερο στάδιο, που ρυθμίζεται από τα άρθρα 43 έως 47 του κανονισμού, αν θεωρεί ότι στοιχειοθετείται ένας από τους λόγους μη

εκτέλεσης, που προβλέπονται στα άρθρα 34 και 35. Έτσι θεραπεύεται ο αποκλεισμός του, κατά το πρώτο στάδιο, με αποτέλεσμα τη στέρηση του δικαιώματος του προς υπεράσπιση, αφού μπορεί, κατά το δεύτερο αυτό στάδιο, να προκαλέσει, με το ένδικο μέσο που του παρέχεται, το οποίο ασκείται, κατά το παράρτημα ΙΙΙ του κανονισμού, ενώπιον του αρμοδίου κατά τόπον Εφετείου και δικάζεται κατά τη διαδικασία της αμφισβητούμενης δικαιοδοσίας (άρθρο 43 παρ. 3).

Το ένδικο αυτό μέσο, που παρέχεται στον καθού η εκτέλεση, δεν αποτελεί έφεση με την τεχνική έννοια του όρου. Ειδικότερα, η απόφαση που εκδίδεται κατά το πρώτο στάδιο και δέχεται κατ' ουσία την αίτηση, δεν είναι δικαστική απόφαση, αλλά απλή δικαστική διαταγή, που υπόκειται από τον καθού η εκτέλεση σε προσφυγή. Συνεπώς, κατά αυτής της πράξεως έχω στραφεί με την ασκηθείσα προσφυγή μου ενώπιον του Εφετείου Αθηνών, εφαρμόζοντας το πλέγμα των διατάξεων που διέπουν την κήρυξη εκτελεστότητας απόφασης αλλοδαπού δικαστηρίου κατ' άρ. 43 του Κανονισμού.

Εν συνεχεία, η πρώτη εφεσίβλητη προέβη στη σύνταξη της υπ' αριθ. 176/03.02.2023 Έκθεσης αναγκαστικής κατάσχεσης ακίνητης περιουσίας του Δικαστικού Επιμελητή στο Εφετείο Αθηνών κ. Γεωργίου Α. Γρηγόρη που επεβλήθη δυνάμει του Α' απογράφου εκτελεστού της ανωτέρω υπ' αριθ. 2663/2022 δικαστικής διαταγής του Μονομελούς Πρωτοδικείου Αθηνών (διαδικασία Εκούσιας δικαιοδοσίας - αριθμός απογράφου 248/2022) με την οποία αναγνωρίστηκε η εκτελεστότητα της υπ' αριθμόν BC 643099/10.09.2020 Απόφασης του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Άντζελες των Η.Π.Α. (Πολιτική Διεύθυνση – 14ο Τμήμα) κατόπιν της από 18/3/2022 με αριθμό κατάθεσης δικογράφου: 23522/1097/2022 αίτησης και της παρά πόδας αυτής από 3/2/2023 επιταγής προς εκτέλεση. Ουδέποτε μου γνωστοποιήθηκε νομίμως η επίδικη υπ' αριθ. 176/2023 κατασχετήρια έκθεση του δικαστικού επιμελητή του Εφετείου Αθηνών κ. Γεωργίου Γρηγόρη με έδρα το Εφετείο Αθηνών, πολύ περισσότερο ως προς την κοινοποίηση της ως άνω κατασχετήριας έκθεσης, αυτή δεν έλαβε χώρα το αργότερο την επομένη της ημέρας που έγινε η κατάσχεση, άλλως μέσα σε οκτώ (8) ημέρες από την κατάσχεση.

Κατά της ανωτέρω Έκθεσης αναγκαστικής κατάσχεσης ακίνητης περιουσίας άσκησα την από 28/7/2023 και με Αριθμό Κατάθεσης 8440/4077/2023 ανακοπή μου ενώπιον του Μονομελούς Πρωτοδικείου Πειραιώς, η οποία και συζητήθηκε την 22/9/2023. Επί της ανωτέρω ανακοπής εξεδόθη η υπ' αριθμ. 3317/2023 απόφαση του Μονομελούς Πρωτοδικείου Πειραιά δυνάμει της οποίας απορρίφθηκε η ασκηθείσα ανακοπή μου με το σκεπτικό ότι η ανακοπή δεν ασκήθηκε εμπρόθεσμα μέσα σε 45 ημέρες σύμφωνα με το άρθρο 934 παρ. 1 ΚΠολΔ, καθώς επιδόθηκε στον αντίκλητο και δεκτικό καταβολής δικηγόρο της καθ' ης στις 28/07/2023, δηλαδή σε 165 ημέρες από τις 13/02/2023 οπότε και είχε λάβει χώρα εμπρόθεσμα μέσα σε οκτώ ημέρες κατά το άρθρο 995 ΚΠολΔ, η πλασματική επίδοση της προσβαλλόμενης έκθεσης κατάσχεσης στον αρμόδιο Εισαγγελέα από την επιβολή της αναγκαστικής κατάσχεσης στις 03/02/2023.

Κατόπιν της κοινοποίησης της εκδοθείσας απόφασης, η οποία επιδόθηκε στον υπογράφοντα την παρούσα πληρεξούσιο δικηγόρο μου την 31/10/2023 άσκησα νομίμως και εμπροθέσμως την από 30.11.2023 και υπό στοιχεία: 13164/760/2023 έφεσή μου η δικάσιμος της οποίας είχε προσδιοριστεί για την 17.5.2024 αλλά από την οποία παραιτήθηκα νομίμως.

Στο σημείο αυτό να επισημάνω, ότι η πρώτη εφεσίβλητη Lauren Reeves (Λόρεν Ρήβς) καθώς επίσης οι συνεργοί της Mahim Khan (Μαχίμ Χαν) και Chasity Jones (Τσάσιτυ Τζόουνς) υπήρξαν υπάλληλοι της εταιρείας μου και με την αγωγή τους στον κ. Δικαστή του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Αντζελες (Πολιτική Διεύθυνση 14ο Τμήμα) μου απέδωσαν, σε συνεργασία και με άλλες κοπέλες που στρέφονται κατόπιν συνεννόησης μεταξύ τους και με τους ίδιους δικηγόρους που ενορχηστρώνει ο ήδη κατηγορούμενος στις Η.Π.Α. για πράξεις διαφθοράς, Δικηγόρος Tom Girardi (Τομ Τζιράρντι) εν γνώσει της αναλήθειας την μομφή ότι δήθεν τις παρενόχλησα. Οι Lauren Reeves (Λόρεν Ρήβς) και Mahim Khan (Μαχίμ Χαν) έχουν ενταχθεί σε οργάνωση, που αποκλειστικό σκοπό έχει την τέλεση πράξεων εξαπάτησης των Δικαστηρίων των Ηνωμένων Πολιτειών της Αμερικής, καταχρώμενη το κίνημα «Μεtoo», το οποίο έχει αποτελέσει πλέον προϊόν των Μέσων Μαζικής Ενημέρωσης, με αντικείμενο εκμετάλλευσης ψευδείς κατηγορίες εναντίον πλουσίων πολιτών, και με σκοπό παρανόμου περιουσιακού οφέλους, συνισταμένου στην επιδίκαση υπέρογκων

αποζημιώσεων, κυρίως «τιμωρητικών» (punitive damages), που δεν αναγνωρίζονται από το Ελληνικό Δικαιϊκό σύστημα και την Ευρωπαϊκή Δικαιοταξία. Η μομφή της σεξουαλικής παρενόχλησης είναι μια πολύ σοβαρή κατηγορία, την οποία αρνήθηκα και αρνούμαι κατηγορηματικώς. Δεν μου δόθηκε η δυνατότητα στα αμερικανικά δικαστήρια να αμυνθώ και να προβάλω τους ισχυρισμούς μου, ενώ έχω ενταχθεί στην Αμερικανική Νομοθεσία προστασίας αναπηρίας (American Disability Act), καθώς αντιμετωπίζω αποδεδειγμένα μια εγκεφαλική πάθηση, γεγονός το οποίο γνώριζε η καθ' ης και οι λοιπές ενάγουσες που με καταδιώκουν με σκοπό την ηθική και οικονομική μου εξόντωση.

Τέλος, ουδέποτε μου γνωστοποιήθηκε νομίμως η υπ' αριθ. 176/03.02.2023 Έκθεση αναγκαστικής κατάσχεσης ακίνητης περιουσίας του Δικαστικού Επιμελητή στο Εφετείο Αθηνών κ. Γεώργιου Α. Γρηγόρη, πολύ περισσότερο ως προς την κοινοποίηση της ως άνω κατασχετήριας έκθεσης, αυτή δεν έλαβε χώρα το αργότερο την επομένη της ημέρας που έγινε η κατάσχεση, άλλως μέσα σε οκτώ (8) ημέρες από την κατάσχεση (βλ. λ.χ. υπ' αριθμ. 18/2020 απόφαση του Εφετείου Αιγαίου: «Συνεπώς, σύμφωνα με τις επιταγές του άρθρου 995 παρ.1 του ΚΠολΔ, όπως το άρθρο αυτό αντικαταστάθηκε με το άρθρο όγδοο του άρθρου 1 του Ν.4335/2015, θα έπρεπε η επίδοση του αντιγράφου της άνω εκθέσεως καταθέσεως να γίνει το αργότερο την επομένη της ημέρας που έγινε η κατάσχεση, ήτοι στις 31-5-2017, εφόσον, όπως αποδείχθηκε, ο ανακόπτων -καθ' ου η εκτέλεση, είχε την κατοικία του και στον τόπο όπου έγινε η κατάσχεση, με συνέπεια η πραγματοποιηθείσα στην κατοικία του στην Αθήνα, στις 2-6-2017, να είναι εκπρόθεσμη, επιφέρουσα ακυρότητα της κατάσχεσης και μάλιστα χωρίς το της βλάβης του άρθρου 159 αρ.3, κατά τον βάσιμο περί τούτων πρώτο λόγο της κρινόμενης ανακοπής»).

Η Lauren Reeves (Λώρεν Ρηβς) επέσπευσε τον αναγκαστικό πλειστηριασμό ακινήτου ιδιοκτησίας μου, στις Σπέτσες, στη θέση «Παναγία Αρμάτα ή Αρμάδα», ευρισκομένου στο υπ' αριθμ. 449 Ο.Τ. του ομωνύμου Δήμου της νήσου Σπετσών, την 27^η του μηνός Σεπτεμβρίου του έτους 2023, ενώπιον του Συμβολαιογράφου Πειραιά Στέφανου Βασιλάκη του Κωνσταντίνου, κατ. Πειραιά, οδός Βασ. Γεωργίου Α αρ. 21, ως υπαλλήλου του ηλεκτρονικού πλειστηριασμού με τιμή πρώτης προσφοράς το ποσόν των 7.440.000 Ευρώ, όπως αυτό περιγράφεται λεπτομερώς κατωτέρω:

«Α) Το με στοιχεία οικοπέδου 1 που φαίνεται στο από Νοεμβρίου 2008 τοπογραφικό διάγραμμα του τοπογράφου μηχανικού Κ. Αστάρα με τα κεφαλαία γράμματα Λ Μ Ν Ξ Τ Φ Σ Κ Λ , το οποίο βρίσκεται εντός του εγκεκριμένου ρυμοτομικού σχεδίου του δήμου Σπετσών του Νομού Αττικής, στη θέση Παναγιά Αρμάτα ή Αρμάδα, στο Ο.Τ. 449, είναι άρτιο και οικοδομήσιμο, επιφάνειας 1840 τ.μ. και συνορεύει βορειοανατολικά με εγκεκριμένο μη διανοιγμένο πεζόδρομο, βόρεια με όμορο οικόπεδο, δυτικά με ανώνυμη εγκεκριμένη οδό και νότια με εγκεκριμένο πεζόδρομο

Β) Το με στοιχεία οικοπέδου 2 που φαίνεται στο από Νοεμβρίου 2008 τοπογραφικό διάγραμμα του τοπογράφου μηχανικού Κ. Αστάρα με τα κεφαλαία γράμματα Ξ Ο Π Ρ Υ Θ Ι Φ Τ Ξ, το οποίο βρίσκεται εντός του εγκεκριμένου ρυμοτομικού σχεδίου του δήμου Σπετσών του Νομού Αττικής, στη θέση Παναγιά Αρμάτα ή Αρμάδα, στο Ο.Τ. 449, είναι άρτιο και οικοδομήσιμο, επιφάνειας 1412,90 τ.μ. και συνορεύει βόρεια και βορειοδυτικά με το οικόπεδο 1, ανατολικά με εγκεκριμένο πεζόδρομο, νότια και νοτιοανατολικά με το όμορο οικόπεδο 3 όμορης ιδιοκτησίας και δυτικά με εγκεκριμένη οδό,

Γ) Το γήπεδο με στοιχεία Α1 Α2 Α3 Α4 Α5 Α6 Α1 εκτάσεως 1.183,51 τ.μ. που βρίσκεται εκτός του εγκεκριμένου ρυμοτομικού σχεδίου του δήμου Σπετσών νομού Αττικής

Επί του συνολικού οικοπέδου εκδόθηκε η με αριθμό 689/25-5-1987 οικοδομική άδεια της Πολεοδομίας Πειραιά που αναθεωρήθηκε το 1989 για νομιμοποίηση υπερβάσεων και έχουν ανεγερθεί τέσσερα αυτοτελή και ανεξάρτητα διώροφα με υπόγεια κτίρια, συνολικού **εμβαδού 862,86 τ.μ.** και μια κολυμβητική δεξαμενή επιφανείας 98 τ.μ.»

Το ανωτέρω ακίνητο εκτιμήθηκε αντί του συνολικού ποσού των **επτά εκατομμυρίων τετρακοσίων σαράντα χιλιάδων (7.440.000) Ευρώ**. Επί της ως άνω έκθεσης αναγκαστικής κατάσχεσης, ορίστηκε ημερομηνία πλειστηριασμού με ηλεκτρονικά μέσα, η 27.9.2023, ο οποίος και ολοκληρώθηκε και προσβάλλεται με την παρούσα.

Ειδικότερα, κατασχέθηκε αναγκαστικά το κατωτέρω περιγραφόμενο ακίνητο, δυνάμει της υπ' αριθμ. 176/03-02-2023 έκθεσης του Δικαστικού Επιμελητή του Εφετείου Αθηνών, με έδρα το Πρωτοδικείο Αθηνών, Γεωργίου Γρηγόρη και εκτέθηκε σε αναγκαστικό ηλεκτρονικό πλειστηριασμό, δυνάμει του υπ' αριθμ. 177/08-02-2023 αποσπάσματος κατασχετήριας έκθεσης ακινήτου του Δικαστικού Επιμελητή του Εφετείου Αθηνών, με έδρα το Πρωτοδικείο Αθηνών, Γεωργίου Γρηγόρη, συνταγείσης προς τούτο της υπ' αριθμ. 32.339/27-9-2023 εκθέσεως αναγκαστικού ηλεκτρονικού πλειστηριασμού.

Συγκεκριμένα, εκποιήθηκε διά πλειστηριασμού το κατωτέρω περιγραφόμενο ακίνητο, ήτοι:

Α) Το με τα στοιχεία οικόπεδο 1, το οποίο βρίσκεται εντός του εγκεκριμένου ρυμοτομικού σχεδίου του Δήμου Σπετσών, της Περιφερειακής Ενότητας Πειραιώς, της Περιφέρειας Αττικής, στη θέση Παναγιά Αρμάτα η Αρμάδα, στο οικοδομικό τετράγωνο 449, εμφανίζεται με τα κεφάλαια αλφαβητικά γράμματα Λ Μ Ν Ξ Τ Φ Σ Κ Λ, στο από Νοεμβρίου 2008 τοπογραφικό διάγραμμα του τοπογράφου μηχανικού Κωνσταντίνου Αστάρα είναι άρτιο και οικοδομήσιμο, έχει επιφάνεια τετραγωνικά μέτρα χίλια οκτακόσια σαράντα επτά και 64/100 (1.847,64) και συνορεύει Βορειοανατολικά με εγκεκριμένο μη διανοιγμένο πεζόδρομο, Βόρεια με όμορο οικόπεδο, Δυτικά με ανώνυμη εγκεκριμένη οδό και Νότια με εγκεκριμένο πεζόδρομο.

Β) Το με τα στοιχεία οικόπεδο 2 το οποίο εντός του εγκεκριμένου ρυμοτομικού σχεδίου του Δήμου Σπετσών, της Περιφερειακής Ενότητας Πειραιώς, της Περιφέρειας Αττικής, στη θέση Παναγιά Αρμάτα η Αρμάδα, στο οικοδομικό τετράγωνο 449, εμφανίζεται με τα κεφάλαια αλφαβητικά γράμματα Ξ Ο Π Ρ Υ Θ Ι Φ Τ Ξ, στο από Νοεμβρίου 2008 τοπογραφικό διάγραμμα του τοπογράφου μηχανικού Κωνσταντίνου Αστάρα είναι άρτιο και οικοδομήσιμο, έχει επιφάνεια τετραγωνικά μέτρα χίλια τετρακόσια δώδεκα και 90/100 (1.412,90) και συνορεύει Βόρεια και Βορειοδυτικά με το οικόπεδο 1, Ανατολικά με εγκεκριμένο πεζόδρομο, Νότια και Νοτιοανατολικά με το όμορο οικόπεδο 3 όμορης ιδιοκτησίας και Δυτικά με εγκεκριμένη οδό.

Γ) Το γήπεδο με τα στοιχεία Α1 Α2 Α3 Α4 Α5 Α6 Α1, το οποίο βρίσκεται εκτός του εγκεκριμένου ρυμοτομικού σχεδίου του Δήμου Σπετσών, της Περιφερειακής Ενότητας Πειραιώς, της Περιφέρειας Αττικής και έχει έκταση μέτρα τετραγωνικά χίλια εκατόν ογδόντα τρία και 51/100 (1.183,51). Σύμφωνα με τις ισχύουσες πολεοδομικές διατάξεις δεν είναι άρτιο, ούτε οικοδομήσιμο, η δε απόστασή του από τη θάλασσα είναι μικρότερη των 100 μέτρων. Συνορεύει Βόρεια με όμορη ιδιοκτησία, Βορειοανατολικά με παραλία, Νότια και Νοτιοανατολικά με διανοιγμένο πεζόδρομο και Δυτικά με πεζόδρομο. Η εν λόγω έκταση έχει συνδεθεί με τα παραπάνω αναφερθέντα οικόπεδα 1 και 2 και αποτελεί χώρο φυτεμένο με γκαζόν με διάδρομο πρόσβασης προς την ακτή.

Τα προαναφερθέντα οικόπεδα 1 και 2 συνενώθηκαν σε ένα ενιαίο οικόπεδο με έκταση τετραγωνικά μέτρα τρεις χιλιάδες διακόσια εξήντα και 54/100 (3260,54), προκειμένου να ανεγερθούν τέσσερα αυτοτελή κτίσματα και κολυμβητική δεξαμενή επ' αυτών. Το ως άνω ενιαίο οικόπεδο εμφανίζεται με τα κεφάλαια αλφαβητικά γράμματα Ι Φ Σ Κ Λ Μ Ν Ξ Ο Π Ρ Υ Θ Ι, στο από Νοεμβρίου 2008 τοπογραφικό διάγραμμα του τοπογράφου μηχανικού Κωνσταντίνου Αστάρα και συνορεύει Βόρεια σε πλευρά Ι Θ Υ συνολικού μήκους μέτρων τριάντα τεσσάρων και 40/100 (34,40) με ιδιοκτησία αγνώστων, Βορειοανατολικά σε πλευρά ΡΥ συνολικού μήκους μέτρων είκοσι επτά και 10/100 (27,10) με ιδιοκτησία αγνώστων, Ανατολικά σε πλευρά Ι Φ Σ μήκους μέτρων τριάντα έξι και 25/100 (36,25) με εγκεκριμένη αδιάνοικτη οδό πλάτους πέντε (5,00) μέτρων, Νότια σε πλευρά Σ Κ μήκους μέτρων σαράντα τριών και 30/100 (43,30) με εγκεκριμένο δρόμο, Νοτιοανατολικά σε πλευρά Κ Λ μήκους μέτρων πενήντα ενός και 17/100 (51,17)

με εγκεκριμένο δρόμο πλάτους έξι (6,00) μέτρων και Βορειοδυτικά σε πλευρά Ρ Π Ο Ξ Ν Μ μήκους μέτρων πενήντα πέντε και 72/100 (55,72) με εγκεκριμένο δρόμο.

Επί του συνολικού ως άνω οικοπέδου εκδόθηκε η με αριθμό 689/25-05-1987 οικοδομική άδεια της Πολεοδομίας Πειραιά η οποία αναθεωρήθηκε το 1989 για νομιμοποίηση υπερβάσεων και έχουν ανεγερθεί τέσσερα αυτοτελή και ανεξάρτητα διώροφα με υπόγεια κτίρια, συνολικού εμβαδού τετραγωνικών μέτρων οκτακοσίων εξήντα δύο και 86/100 (862,86) και μία κολυμβητική δεξαμενή επιφάνειας τετραγωνικών μέτρων ενενήντα οκτώ (98,00), των οποίων η περιγραφή είναι η εξής:

Κτίριο Α: Αποτελείται από δύο ορόφους και υπόγειο. Το υπόγειο έχει επιφάνεια τετραγωνικά μέτρα εβδομήντα δύο και 6/100 (72,06) και αποτελείται από αποθηκευτικούς χώρους. Το ισόγειο έχει επιφάνεια τετραγωνικά μέτρα ενενήντα πέντε και 78/100 (95,78) και ο πρώτος πάνω από το ισόγειο όροφος έχει επιφάνεια τετραγωνικά μέτρα δώδεκα και 25/100 (12,25).

Κτίριο Β: Αποτελείται από δύο ορόφους και υπόγειο. Το υπόγειο έχει επιφάνεια τετραγωνικά μέτρα πενήντα επτά (57,00) και αποτελείται από αποθηκευτικούς χώρους. Το ισόγειο έχει επιφάνεια τετραγωνικά μέτρα διακόσια εβδομήντα οκτώ και 84/100 (278,84) και ο πρώτος πάνω από το ισόγειο όροφος έχει επιφάνεια μέτρα τετραγωνικά εκατόν δώδεκα (112,00).

Κτίριο Γ: Αποτελείται από μία ημιυπόγεια κατοικία, μία ισόγεια κατοικία και τον πρώτο πάνω από το ισόγειο όροφο. Η ημιυπόγεια κατοικία έχει επιφάνεια τετραγωνικά μέτρα εβδομήντα επτά και 97/100 (77,97). Η ισόγεια κατοικία έχει επιφάνεια τετραγωνικά μέτρα σαράντα ένα και 50/100 (41,50) και ο πρώτος πάνω από το ισόγειο όροφος έχει επιφάνεια τετραγωνικά μέτρα εξήντα ένα και 60/100 (61,60).

Κτίριο Δ: Αποτελείται από υπόγειο, το οποίο έχει έκταση τετραγωνικά μέτρα πενήντα τρία και 86/100 (53,86) και περιλαμβάνει βοηθητικά κτίρια πισίνας.

ΤΙΤΛΟΣ ΚΤΗΣΕΩΣ: Τα άνω ακίνητα περιήλθαν αρχικά στον καθ' ου κατά το δικαίωμα της ψιλής κυριότητας και σε ποσοστό 1/3 εξ αδιαιρέτου, δυνάμει του υπ' αριθ. 3160/3-10-1986 συμβολαίου του συμβολαιογράφου Αθηνών Πελοπίδα Παν. Δρόσου, νόμιμα μεταγεγραμμένου στα βιβλία μεταγραφών του Υποθηκοφυλακείου Σπετσών στον τόμο 41 και με αριθμό 449 και του υπ' αριθμ. 3161/3-10-1986 συμβολαίου του Συμβολαιογράφου Αθηνών κ. Πελοπίδα Παν. Δρόσου, νόμιμα μεταγεγραμμένου στα βιβλία μεταγραφών του Υποθηκοφυλακείου Σπετσών στον τόμο 41 και με αριθμό 450 και εν συνεχεία κατά πλήρη κυριότητα, νομή και κατοχή δυνάμει του υπ' αριθ. 35076/22-05-2009 συμβολαίου της Συμβολαιογράφου Πειραιά Ζαφειρίας Σουρή, νόμιμα μεταγεγραμμένου στα βιβλία μεταγραφών του Υποθηκοφυλακείου Σπετσών στον τόμο 53 και με αριθμό 177, του υπ' αριθμ. 35077/22-05-2009 συμβολαίου της Συμβολαιογράφου Πειραιά Ζαφειρίας Σουρή, νόμιμα μεταγεγραμμένου στα βιβλία μεταγραφών του Υποθηκοφυλακείου Σπετσών στον τόμο 53 και με αριθμό 178 και του υπ' αριθμ. 35078/22-05-2009 συμβολαίου της Συμβολαιογράφου Πειραιά Ζαφειρίας Σουρή,

νόμιμα μεταγεγραμμένου στα βιβλία μεταγραφών του Υποθηκοφυλακείου Σπετσών στον τόμο 53 και με αριθμό 179.

Κατά την ημέρα της εκτέλεσης, διαπιστώθηκε ότι το ως άνω αγροτεμάχιο βρίσκεται σε μικρή απόσταση από τη θάλασσα και η πρόσβαση σ' αυτό γίνεται μέσω χωματόδρομου, που αποτελεί παράδρομο επαρχιακής οδού.

Η επιτευχθείσα κατά τον πλειστηριασμό τιμή εκποίησης του ανωτέρω ακινήτου, ανήλθε στο ποσό των ευρώ **δέκα τριών εκατομμυρίων εκατόν είκοσι χιλιάδων δέκα τεσσάρων (13.120.014,00)**, η δε αντικειμενική του αξία ανέρχεται στο ποσό των ευρώ 3.274.382,71, όπως αυτό προκύπτει από την επιδειχθείσα σε μένα και προοριζόμενη για την μεταγραφή της παρούσης υπ' αριθμ. 125237/2-10-2023 δήλωση φόρου μεταβίβασης ακινήτου, υποβληθείσα στην Α.Α.Δ.Ε. μέσω της πλατφόρμας my property, απευθυνόμενη προς την Δ.Ο.Υ. Κατοίκων Εξωτερικού. Ο αναλογών φόρος μεταβίβασης εξ ευρώ 405.408,43 κατεβλήθη, όπως προκύπτει από το με αριθμό 20230429657 αποδεικτικό καταβολής της άνω Δ.Ο.Υ., το οποίο προσαρτάται στην παρούσα.

Ως προελέχθη, το ανωτέρω ακίνητο εκπλειστηριάσθηκε αναγκαστικώς ενώπιον μου, με την υπ' αριθμ. 32.339/27-9-2023 έκθεσή αναγκαστικού ηλεκτρονικού πλειστηριασμού, κατακυρώθηκε επ' δε ονόματι του CHRISTODOULOS ROBERT (ΧΡΙΣΤΟΔΟΥΛΟΣ ΡΟΜΠΕΡΤ) LEVENTIS (ΛΕΒΕΝΤΙΣ) του HARRY LEVENTIS (ΧΑΡΡΙ ΛΕΒΕΝΤΙΣ) και της GILLY COLLINS (ΓΚΙΛΛΙ ΚΟΛΙΝΣ), ως τελευταίου υπερθεματιστή, αντί της υπ' αυτού προσφερθείσης τιμής των ευρώ δέκα τριών εκατομμυρίων εκατόν είκοσι χιλιάδων δέκα τεσσάρων (13.120.014,00).

Έτσι αφού εκπληρώθηκαν όλες οι οικονομικές υποχρεώσεις που ορίζουν οι σχετικές διατάξεις του Νόμου ο ως άνω συμβολαιογράφος εξέδωσε την παραπάνω περίληψη της πιο πάνω κατακυρωτικής εκθέσεως, η οποία περίληψη της πιο πάνω κατακυρωτικής εκθέσεως, αποτελεί κατά το Νόμο τίτλο ιδιοκτησίας για το ανωτέρω ακίνητο. Η ως άνω κατακυρωτική έκθεση μεταγράφηκε νόμιμα στο Υποθηκοφυλακείο Σπετσών την 27^η Οκτωβρίου 2023.

Με τη με αριθμό έκθεσης κατάθεσης 8554/4533/2024 κλήση επαναφέρθηκε προς συζήτηση η με αριθμό έκθεσης κατάθεσης 13702/6877/2023 ανακοπή μου, επί της οποίας εκδόθηκε η με αριθμό 2293/2024 απόφαση του Μονομελούς

Πρωτοδικείου Πειραιώς, η οποία ανέβαλε τη συζήτηση της ως άνω ανακοπής για τους λόγους που σε αυτήν αναφέρονται, προκειμένου να κληθούν ο Προϊστάμενος της Δημόσιας Οικονομικής Υπηρεσίας (ΔΟΥ) κατοίκων εξωτερικού, όπως νόμιμα εκπροσωπείται και ο Christodoulos Robert (ΧΡΙΣΤΟΔΟΥΛΟΥ ΡΟΜΠΕΡΤ) Leventis (ΛΕΒΕΝΤΙΣ) του Harry Leventis (ΧΑΡΡΙ ΛΕΒΕΝΤΙΣ).

Κατόπιν της συζήτησης της 13702/6877/18-12-2023 ανακοπής μου, η οποία προσδιορίστηκε για την 25η Οκτωβρίου 2024 εξεδόθη η εκκαλουμένη. Ωστόσο, η ως άνω πρωτοβάθμια απόφαση έχει υποπέσει σε ουσιαστικά και νομικά σφάλματα ως προς τις παραδοχές της για την απόρριψη της ανακοπής καθώς έχει παραβεί πάγιους κανόνες του ουσιαστικού και δικονομικού δικαίου. Προσέτι, έχει παραβεί τα διδάγματα της κοινής πείρας κατά την ερμηνεία των κανόνων δικαίου ή την υπαγωγή των πραγματικών γεγονότων σε αυτά, καθώς και κατά την εκτίμηση των πραγματικών γεγονότων. Έχει δε εκτιμήσει κακώς τα πραγματικά γεγονότα και το περιεχόμενο των προσκομισθέντων εγγράφων. Κατά παράβαση του νόμου, δεν έλαβε υπόψιν τους προταθέντες ουσιώδεις ισχυρισμούς, οι οποίοι είχαν ουσιώδη επιρροή στην έκβαση της δίκης ως και εκτίμησε κακώς τα προσαχθέντα μετ' επικλήσεως αποδεικτικά μέσα. Δεν έχει νόμιμη βάση και περιέχει ιδίως ανεπαρκείς αιτιολογίες σε ζητήματα που ασκούν ουσιώδη επιρροή στην έκβαση της δίκης.

Ως εκ τούτου, θα πρέπει να τροποποιηθεί, επί σκοπώ αποδοχής της ως άνω ανακοπής μου.

II. ΩΣ ΠΡΟΣ ΤΟ ΠΑΡΑΔΕΚΤΟ ΑΣΚΗΣΗΣ ΤΗΣ ΕΝΔΙΚΗΣ ΕΦΕΣΗΣ

Σύμφωνα με το άρθρο 513 § 1 (αλλά κυρίως με το 511 ΚΠολΔ) με έφεση προσβάλλονται μόνο δικαστικές αποφάσεις. Το άρθρο 513 § 1 ΚΠολΔ θέτει ως περαιτέρω προϋπόθεση για το επιτρεπτό ασκήσεως εφέσεως την προέλευση της εκκαλούμενης δικαστικής απόφασης από πρωτοβάθμιο δικαστήριο. Δοθέντος ότι η έφεση έχει αναχθεί από το δικονομικό δίκαιο ως το σπουδαιότερο ένδικο μέσο λόγω της δυνατότητας καθολικού επανελέγχου της ουσίας της διαφοράς από ιεραρχικά ανώτερο δικαστήριο, η μη-υπέρβαση του πρώτου βαθμού δικαιοδοσίας ως στοιχείο του επιτρεπτού της έφεσης τελικώς αναδεικνύεται ως γενικός κανόνας που διέπει ένα σύστημα δύο βαθμίδων δικονομικής αξιολογήσεως. Περαιτέρω, με την διάταξη του άρθρου 513 ΚΠολΔ οριοθετείται κατ' είδος το εύρος των δικαστικών

αποφάσεων που επιτρέπεται να προσβληθούν με έφεση. Ένας δραστικός περιορισμός ως προς την πρόσβαση στην κατ' έφεση δίκη υπήρξε η επιλογή του δικονομικού νομοθέτη να αναγάγει τον οριστικό χαρακτήρα της δικαστικής κρίσης ως στοιχείο του επιτρεπτού ασκήσεως -μεταξύ άλλων και- του ενδίκου μέσου της εφέσεως.

Εξάλλου, κατά το άρθρο 518 ΚΠολΔ, όπως η παρ. 2 αντικαταστάθηκε με το άρθρο τρίτο του άρθρου 1 του ν.4335/2015 (ΦΕΚ Α'87/23.7.2015). «1. Αν ο εκκαλών διαμένει στην Ελλάδα, η προθεσμία της έφεσης είναι τριάντα ημέρες. Αν διαμένει στο εξωτερικό ή η διαμονή του είναι άγνωστη, εξήντα ημέρες. Και στις δύο περιπτώσεις η προθεσμία αρχίζει από την επίδοση της απόφασης που περατώνει τη δίκη. 2. Αν δεν επιδοθεί η απόφαση, η προθεσμία της έφεσης είναι δύο έτη, που αρχίζει από τη δημοσίευση της απόφασης που περατώνει τη δίκη». Η έφεση μπορεί να ασκηθεί και πριν την επίδοση της απόφασης, ακόμη και την ίδια την ημέρα της δημοσίευσης της απόφασης. (άρθρο 499 ΚΠολΔ).

Εν προκειμένω, η ανωτέρω υπ' αριθμόν 3004/2025 οριστική απόφαση του Μονομελούς Πρωτοδικείου Πειραιώς, το οποίο δίκασε κατά την Ειδική Διαδικασία Περιουσιακών Διαφορών σε πρώτο βαθμό, δεν μου κοινοποιήθηκε εισέτι, διό και την **ΕΚΚΑΛΩ** με την παρούσα έφεσή μου, **προ πάσης επιδόσεως**. Την υπό κρίση έφεσή μου ασκώ νομίμως και εμπροθέσμως, και αιτούμαι την τροποποίηση και μεταρρύθμιση αυτής επί σκοπώ αποδοχής της με αριθμό έκθεσης κατάθεσης 13702/6877/2023 ανακοπής μου, επί της οποίας εκδόθηκε η με αριθμό 2293/2024 απόφαση του Μονομελούς Πρωτοδικείου Πειραιώς, η οποία ανέβαλε τη συζήτηση της ως άνω ανακοπής για τους λόγους που σε αυτήν αναφέρονται και η συζήτηση της οποίας επαναφέρθηκε με την με αριθμό έκθεσης κατάθεσης 8554/4533/2024 κλήση των αντιδίκων.

III. ΛΟΓΟΙ ΕΦΕΣΕΩΣ

1. ΠΡΩΤΟΣ ΛΟΓΟΣ ΕΦΕΣΕΩΣ: Εσφαλμένη ερμηνεία και εφαρμογή του νομού και εσφαλμένη εκτίμηση των πραγματικών περιστατικών.

Η κατά το άρθρο 126 παρ. 1 περ. δ' ΚΠολΔ επίδοση για το Δημόσιο γίνεται σε εκείνους που το εκπροσωπούν σύμφωνα με τον νόμο. Κατά το άρθρο 77 παρ. 1 του

ν. 4978/2022 (ισχύων Κώδικας Είσπραξης Δημοσίων Εσόδων): «Στις δίκες του παρόντος Κώδικα το Δημόσιο εκπροσωπεί ο Προϊστάμενος της υπηρεσίας της ΑΑΔΕ που είναι αρμόδια για την επιδίωξη της είσπραξης της οφειλής, κατά του οποίου στρέφεται και κοινοποιείται κάθε δικόγραφο επί ποινή απαραδέκτου αυτού. Σε κάθε περίπτωση, και επίσης με ποινή απαραδέκτου, απαιτείται η κοινοποίηση του δικογράφου και στον Διοικητή της ΑΑΔΕ». Κατά δε το άρθρο 5 §§ 1, 2 του Δ/τος της 26 Ιουνίου 10 Ιουλίου 1944 "περί Κώδικας των Νόμων περί δικών του Δημοσίου": «Μόνον αι προς τον Υπουργόν των Οικονομικών γενόμεναι κοινοποιήσεις οποιουδήποτε δικογράφου επί δικών του Δημοσίου παράγουσι νομίμους συνεπείας ... Η διάταξις της προηγουμένης παραγράφου εφαρμόζεται και όταν το Δημόσιον εκπροσωπείται δικαστικώς εκ μέρους άλλου, πλην του επί των Οικονομικών Υπουργού, είτε και εκ μέρους των Διευθυντών ταμείων ή οικονομικών εφόρων ή τελωνών ή ετέρου οιοουδήποτε κρατικού οργάνου, της προς τον Υπουργό Οικονομικών επιδόσεως απαιτουμένης και τότε ως προσθέτου τοιαύτης, επί συνεπεία ακυρότητας αυτεπαγγέλτως εξεταζομένης». Περαιτέρω, η διάταξη του άρθρου 36 του ν. 4389/2016, ορίζει τα εξής: «Η Αρχή (Α.Α.Δ.Ε.) εκπροσωπείται δικαστικώς και εξωδίκως από τον Διοικητή της και παρίσταται αυτοτελώς, εκπροσωπώντας το Δημόσιο, σε κάθε είδους δίκες που έχουν ως αντικείμενο πράξεις ή παραλείψεις της ή τις έννομες σχέσεις που την αφορούν. Οι επιδόσεις των δικογράφων στις δίκες αυτές γίνονται σύμφωνα με τις κείμενες διατάξεις προς το Διοικητή, αντί του Υπουργού των Οικονομικών. Ειδικώς για την εκπροσώπηση και την επίδοση των δικογράφων σε δίκες που αφορούν σε φορολογικές ενγένει διαφορές και σε διαφορές που αναφέρονται κατά είσπραξη των δημοσίων εσόδων, εφαρμόζονται, κατά περίπτωση, οι διατάξεις του άρθρου 25 παρ. 1 περίπτωση α', σε συνδυασμό προς το άρθρο 49 (παράγραφοι 2 και 4) και 219 παρ. 2 του Κώδικα Διοικητικής Δικονομίας (Ν. 2717/1999, Α' 97) και 85 παρ. 1, εδάφιο πρώτο του ΝΔ 356/1974 (Α' 90). Η προβλεπόμενη στο άρθρο 85 παρ. 1 εδάφιο δεύτερο του ΝΔ 356/1974 κοινοποίηση στον Υπουργό Οικονομικών γίνεται προς το Διοικητή, στην Κεντρική Υπηρεσία του ΝΣΚ». Συνεπώς, κατά το άρθρο 77 παρ. 1 του Κώδικα Εισπράξεως Δημοσίων Εσόδων (ΚΕΔΕ), επί δικών του νόμου αυτού, το Δημόσιο εκπροσωπεί ο Προϊστάμενος της αρμόδιας υπηρεσίας της ΑΑΔΕ, κατά του οποίου στρέφεται και κοινοποιείται κάθε δικόγραφο με την ποινή του απαραδέκτου, σε κάθε όμως περίπτωση με την ίδια κύρωση απαιτείται

κοινοποίηση του δικογράφου και στον Διοικητή της ΑΑΔΕ. Με την αντίστοιχη διάταξη του άρθρου 5 του Κώδικα των νόμων περί δικών του Δημοσίου (Κ.Δ. 26-6/10-7-1944), που δεν καταργήθηκε ως ειδική και ισχύει και μετά την εισαγωγή του ΚΠολΔ, ορίζεται ότι μόνο οι κοινοποιήσεις προς τον Υπουργό των Οικονομικών οποιουδήποτε δικογράφου επί δικών του Δημοσίου παράγουν νόμιμες συνέπειες και ότι η διάταξη αυτή εφαρμόζεται και όταν το Δημόσιο εκπροσωπείται δικαστικώς από άλλον, εκτός του Υπουργού των Οικονομικών, είτε από τους διευθυντές των ταμείων ή Οικονομικούς εφόρους ή τελώνες ή άλλο οποιοδήποτε κρατικό όργανο, οπότε η επίδοση προς τον Υπουργό των Οικονομικών απαιτείται προσθέτως, με συνέπεια, στην περίπτωση παραλείψεώς της, την ακυρότητα, που ερευνάται αυτεπαγγέλτως. Από τις διατάξεις αυτές συνάγεται ότι, για να είναι έγκυρη η επίδοση του σχετικού δικογράφου προς το Δημόσιο, πρέπει να γίνει, με ποινή απαραδέκτου στις δίκες του ΚΕΔΕ, ακυρότητας δε στις λοιπές, τόσο στον Υπουργό Οικονομικών, όσο και στο αρμόδιο όργανο. Σε αντίθετη περίπτωση, δηλαδή αν δεν επιδοθεί το δικόγραφο και στον Υπουργό Οικονομικών, η επίδοση δεν έχει ολοκληρωθεί και δεν παράγει έννομες συνέπειες, με αποτέλεσμα, ανεξαρτήτως βλάβης του Δημοσίου, να επέρχεται απαράδεκτο ή ακυρότητα, η οποία εξετάζεται αυτεπαγγέλτως από το Δικαστήριο (βλ. ΑΕΔ 27/2004 Νόμος, ΟΛΑΠ 34/1988 Νόμος, ΑΠ 1274/2021 Νόμος, ad hoc ΕφΠατρ 322/2022 Νόμος). Οι διατάξεις αυτές που εισάγουν την απαίτηση για διπλή επίδοση έχουν τεθεί χάριν πληρέστερης εξασφάλισης των συμφερόντων του Δημοσίου και δεν παραβιάζουν την αρχή της αναλογικότητας ούτε αντίκεινται εν γένει στις υπερνομοθετικής ισχύος διατάξεις των άρθρων 25 παρ. 1 του Συντάγματος, 6 παρ. 1, 8 παρ. 2, 9 παρ. 2 και 10 παρ. 2 της ΕΣΔΑ (βλ. ΑΕΔ 27/2004 Νόμος, ΑΠ 869/2022 Νόμος, ΑΠ 833/2022 Νόμος). Περαιτέρω, σύμφωνα με τις διατάξεις του άρθρου 1 παρ. 1, 36 παρ. 1, 43 του ν. 4389/2016, η αναφερόμενη παραπάνω επίδοση στον Υπουργό Οικονομικών γίνεται, από 1η-01-2017, για την είσπραξη εσόδων του Ελληνικού Δημοσίου με τις διατάξεις του ΚΕΔΕ, προς τον Διοικητή της συσταθείσας Ανεξάρτητης Αρχής Δημοσίων Εσόδων (Α.Α.Δ.Ε.), στην Κεντρική Υπηρεσία του ΝΣΚ. Από την αντίστοιχη διατύπωση των ανωτέρω διατάξεων 77 παρ. 1 του ΚΕΔΕ και 5 του Κ.Δ. 26-6/10-7-1944, «παν δικόγραφο» και «οιουδήποτε δικογράφου», προκύπτει, κατ' αρχήν, ότι η ανωτέρω διπλή επίδοση αφορά κάθε δικόγραφο που

επιδίδεται στο Δημόσιο. Ως δικόγραφο δε νοείται κάθε έγγραφο που συντάσσεται από το διάδικο ή το δικαστικό πληρεξούσιό του, για την πιστοποίηση των διαδικαστικών πράξεων που ενεργούν ή από το δικαστήριο, και το οποίο (έγγραφο), κατ' άρθρο 118 ΚΠολΔ, είτε υποβάλλεται στο δικαστήριο, είτε επιδίδεται από τον ένα διάδικο στον άλλο (βλ. ΟΛΑΠ 4/2012 Νόμος, ΑΠ 1008/2022 Νόμος, ΑΠ 624/2022 Νόμος) και εν γένει κάθε άλλο διαδικαστικό έγγραφο που αφορά τη δίκη όταν επιβάλλεται να επιδοθεί και στο Δημόσιο (βλ. ΟΛΑΠ 34/1988 Νόμος, ΑΠ 281/2023 Νόμος, ΑΠ 432/2002 Νόμος).

Εν προκειμένω, η υπό κρίση ανακοπή μου στρέφεται πρωτίστως κατά των εδώ εφεσίβλητων, ήτοι κατά της Lauren Reeves (Λώρεν Ρηβς) και της Μάχιμ (Mahim) Καν (Khan) (Μάχιμ Καν) ενώ κατά του Ελληνικού Δημοσίου, στρέφεται μόνον λόγω της ιδιότητός του ως δανειστή που έχει καταταγεί στον επίδικο πίνακα κατάταξης, διό και κοινοποιήθηκε νομίμως σε αυτό και δη στη Δ.Ο.Υ Κατοίκων Εξωτερικού, αποδεικνυομένου τούτου δυνάμει της υπ' αριθμ. 3051/21.12.2023 έκθεσης επίδοσης του δικαστικού επιμελητή στο Εφετείο Πειραιώς με έδρα το Πρωτοδικείο Πειραιώς, Αριστείδη Στεφανή.

Μάλιστα, όπως αποδεικνύεται από την εκκαλουμένη per se το Ελληνικό Δημόσιο έλαβε γνώση του δικογράφου και παραστάθηκε νομίμως και προσηκόντως δια της πληρεξουσίας δικηγόρου του, κ. Σπυριδούλας Φωτοπούλου. Ως εκ τούτου, ουδεμία δικονομική βλάβη επήλθε στα συμφέροντά του καθώς ενημερώθηκε και είχε τον απαιτούμενο χρόνο να προετοιμάσει τη δικονομική του άμυνα και να εκπροσωπηθεί.

Πλην όμως, η εκκαλουμένη εσφαλμένως εφαρμόζοντας τις διατάξεις του ΚΠολΔ για τη νομιμότητα των επιδόσεων στο Ελληνικό Δημόσιο, δέχτηκε ότι: *«Αντίθετα, η υπό κρίση ανακοπή δεν ασκήθηκε νομότυπα και εμπρόθεσμα ως προς το τρίτο καθ' ου ή ανακοπή, διότι δεν έλαβε χώρα διπλή επίδοση της υπό κρίση ανακοπής, αλλά αυτή επιδόθηκε μόνο προς τη ΔΟΥ κατοίκων Εξωτερικού (βλ. τη με αριθμό 3051/21-12-2023 έκθεση επίδοσης του δικαστικού επιμελητή στο Εφετείο Πειραιώς με έδρα το Πρωτοδικείο Πειραιώς, Αριστείδη Στεφανή) κι όχι και στην Κεντρική Υπηρεσία του ΝΣΚ για λογαριασμό του Διοικητή της ΑΑΔΕ. Επομένως, η κρινόμενη ανακοπή ως προς το τρίτο καθ' ου η ανακοπή πρέπει να*

απορριφθεί ως απαράδεκτη, σύμφωνα με όσα αναφέρθηκαν στη νομική σκέψη, δεκτού γενομένου του σχετικού ισχυρισμού του τρίτου καθ' ου η ανακοπή.».

Η εκκαλουμένη με ένα λογικό άλμα το οποίο δεν δύναται νομικά ή λογικά να δικαιολογηθεί ή έστω να κατανοηθεί ενώ δεν αναφέρει ότι το Ελληνικό Δημόσιο δεν παραστάθηκε διότι δήθεν δεν έλαβε γνώση, άγεται στο αδόκιμο συμπέρασμα ότι η ανακοπή δεν ασκήθηκε νομότυπα ως προς αυτό από την στιγμή που δεν έλαβε χώρα επίδοση και στην Κεντρική Υπηρεσία του ΝΣΚ, ως εκ του περισσού. Η δε διπλή επίδοση απαιτείται για λόγους πληροφοριακούς και μόνον. Ουδεμία λογική ή έστω λογικοφανής εξήγηση δίδεται για ποιο λόγο το Ελληνικό Δημόσιο ενώ δεν είχε δήθεν λάβει γνώση, εκπροσωπήθηκε κανονικά και μάλιστα υπέβαλε τον σχετικό ισχυρισμό του.

Περαιτέρω, ακόμη και αν θεωρηθεί ότι είναι ορθή η συλλογιστική της μείζονος σκέψης, είναι εσφαλμένη η αναγωγή στο άρθρο 77 παρ. 1 του ΚΕΔΕ και 5 του Κ.Δ. 26-6/10-7-1944, δυνάμει των οποίων προκύπτει ότι η ανωτέρω διπλή επίδοση αφορά κάθε δικόγραφο που επιδίδεται στο Δημόσιο. Τούτο δε διότι, στην προκειμένη περίπτωση εφαρμόζεται το άρθρο 979 επ. ΚΠολΔ το οποίο αφορά την άσκηση ανακοπής κατά του πίνακα της κατάταξης, οπότε εφαρμόζονται τα άρθρα 933 επ. ΚΠολΔ και εξομοιώνονται άπαντες οι δανειστές. Άλλωστε, η ανακοπή κατά του πίνακα κατατάξεως δεν έχει μόνον αμυντικό χαρακτήρα εναντίον της κατατάξεως ορισμένου δανειστή αλλά είναι και επιθετική πράξη κατά τη δικονομική της φύση, καθόσον ο ανακόπτων επιδιώκει όχι μόνον την αποβολή του καθ' ου η ανακοπή, αλλά και την κατάταξη του στη θέση του τελευταίου. Στην προκειμένη περίπτωση, η υπό κρίση ανακοπή μου στράφηκε κατά των εφεσίβλητων, Lauren Reeves (Λώρεν Ρηβς) και της Μάχιμ (Mahim) Καν (Khan) (Μάχιμ Καν) και μόνον αντανάκλαστικά κατά του Ελληνικού Δημοσίου, του οποίου η απαίτηση δεν αμφισβητήθηκε και η οποία είναι βέβαιη και εκκαθαρισμένη.

Συνεπώς και σύμφωνα με άπαντα τα προπαρατεθέντα, η εκκαλουμένη παραβίασα ευθέως τις αναφερθείσες διατάξεις και πλημμελώς εκτιμώντας το ίδιο το δικόγραφο της υπό κρίση ανακοπής μου, εσφαλμένη κρίση εξέφερε, καθιστάμενη εκ του λόγου αυτού εκκλητέα.

2. ΔΕΥΤΕΡΟΣ ΛΟΓΟΣ ΕΦΕΣΕΩΣ: Έλλειψη ειδικής και εμπειριστατωμένης αιτιολογίας.

2.1. Κατά τις συνδυασμένες διατάξεις του άρθρου 93 του Συντάγματος με τις διατάξεις του άρθρου 305 παρ. 4 και 3 του εδ. 1 του άρθρου 340 ΚΠολΔ, οι αποφάσεις των Δικαστηρίων πρέπει να είναι ειδικώς και εμπειριστατωμένως αιτιολογημένες σε σχέση με την κρίση που εκφέρουν, βεβαιουμένου βάσει ποιων στοιχείων η απόφαση δέχθηκε ότι αποδείχθηκαν ή θεωρούνται ως αποδεδειγμένα τα γεγονότα τα οποία συνθέτουν τις προϋποθέσεις του πραγματικού υλικού του εφαρμοσθέντος κανόνος δικαίου, βάσει του οποίου έγινε η διάγνωση της εννόμου σχέσεως και απετέλεσαν το αντικείμενο της δίκης ή ότι τα αποδειχθέντα δεν πληρούν τις προϋποθέσεις του εφαρμοστέου κανόνα δικαίου.

Εν προκειμένω, η εκκαλούμενη υποπίπτουσα σε παραβίαση κανόνων ουσιαστικού δικαίου αλλά και πλημμελώς εκτιμώντας τα μετ' επικλήσεως προσαχθέντα αποδεικτικά μέσα, και ουδόλως αιτιολογώντας τις σκέψεις της θεώρησε ότι η ασκηθείσα ανακοπή μου πρέπει να απορριφθεί ως προς τις εφεσίβλητες.

Ειδικότερα, η εκκαλουμένη παρά τα αποδειχθέντα, χωρίς αιτιολογία και κατ' εσφαλμένη εφαρμογή του νόμου, εξέφερε την εσφαλμένη και αναιτιολόγητη κρίση της ότι ισχύει το σύστημα σταδιακής προβολής των λόγων ανακοπής που καθιερώνει το άρθρο 934 ΚΠολΔ. Το δικάσαν Δικαστήριο αρκείται στο ότι: *«ο ανακόπτων έχει ήδη στραφεί κατά της εγκυρότητας των απαιτήσεων των πρώτων δύο καθ' ων η ανακοπή με τη με αριθμό έκθεσης κατάθεσης 8440/4077/2023 ανακοπή ενώπιον του παρόντος Δικαστηρίου κατά της με αριθμό 176/03-02-2023 έκθεσης αναγκαστικής κατάσχεσης ακίνητης περιουσίας του δικαστικού επιμελητή του Εφετείου Αθηνών, Γεωργίου Γρηγόρη, η οποία εκδικάσθηκε στις 22-09-2023 αντιμωλία των διαδίκων και απορρίφθηκε, δυνάμει της με αριθμό 3317/2023 οριστικής απόφασης του παρόντος Δικαστηρίου. Μάλιστα, ο ανακόπτων παραιτήθηκε από το δικόγραφο και το δικαίωμα έφεσης κατά της παραπάνω απόφασης, με τη με αριθμό κατάθεσης 1495/22/2024 δήλωση παραίτησης ενώπιον του Μονομελούς Εφετείου Πειραιώς, η οποία επιδόθηκε στον πληρεξούσιο δικηγόρο των πρώτων δύο*

καθ' ων η ανακοπή στις 12-02-2024.» Επί της ουσίας, η εκκαλουμένη αντιφάσκει εαυτόν, υιοθετώντας την παράλογη, άτοπη άποψη ότι επειδή έγινε παραίτηση από το δικόγραφο της έφεσης επί της αποφάσεως που εξεδόθη κατόπιν της ασκηθείσας ανακοπής κατά της έκθεσης αναγκαστικής κατάσχεσης ακίνητης περιουσίας δεν μπορώ να προβάλλω στο στάδιο αυτό τον ισχυρισμό ότι οι απαιτήσεις εφεσιβλήτων Lauren Reeves (Λώρεν Ρηβς) και της Μάχιμ (Mahim) Καν (Khan) (Μάχιμ Καν) δεν είναι βέβαιες και εκκαθαρισμένες λόγω της ασαφούς και αόριστης διατύπωσης του πίνακα κατάταξης καθώς εκκρεμούσε η έκδοση αποφάσεων από το Εφετείο Αθηνών, στο οποίο είχα καταφύγει για την ακύρωση αμφοτέρων των δικαστικών διαταγών, με τις οποίες αναγνωρίστηκε η εκτελεστότητα των δικαστικών αποφάσεων του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Άντζελες.

Πλην όμως, η πραγματικότητα είναι ότι στις δίκες περί την εκτέλεση, παρόλο που οι επιμέρους πράξεις της εκτελεστικής διαδικασίας, εξωτερικά εμφανίζουν κάποιου είδους αυτοτέλεια, η οποία συνίσταται κατά κύριο λόγο σε ξεχωριστή από άποψη χρόνου και τόπου διενέργειά τους, εντούτοις **όλες οι πράξεις συνδέονται οργανικώς και αλληλοεξαρτώνται**, υπό την έννοια ότι η ανυπαρξία ή η ελαττωματικότητα οποιασδήποτε των προβλεπόμενων στον νόμο διατυπώσεων να επιδρά ακυρωτικά και επί του συνόλου του αναγκαστικού πλειστηριασμού. Η παραπάνω διαπίστωση αποδεικνύεται αναντίρρητα από το ίδιο το άρθρο 934 ΚΠολΔ, το οποίο καθιερώνει πράγματι το σύστημα της σταδιακής προσβολής των επιμέρους πράξεων της αναγκαστικής εκτέλεσης ενώ ο νομοθετικός λόγος καθιέρωσης της κατά στάδια προσβολής της εκτελεστικής διαδικασίας υπήρξε η ανάγκη να μην παραμένει επί μακρό χρόνο εκκρεμές το κύρος της εκτελεστικής διαδικασίας. Μολονότι, ισχύουν τα ανωτέρω, ο περιορισμός των σταδίων του άρθρου 934 ΚΠολΔ σε συνδυασμό με την αυστηρότερη διατύπωση του άρθρου 935 ΚΠολΔ που επιβάλλει συγκεντρωτικό σύστημα ως προς τους προβαλλόμενους λόγους ανακοπής, συνεπάγεται για τον ανακόπτοντα οφειλέτη ένα ασφυκτικό χρονικό πλαίσιο για την προσβολή των πράξεων της επισπευδόμενης σε βάρος του αναγκαστικής εκτέλεσης, απαιτώντας από εκείνον ιδιαίτερη επιμέλεια και προσοχή για την αποτελεσματική οργάνωση της άμυνάς του. Επομένως, η συρρίκνωση των σταδίων προσβολής των πράξεων προσβολής της εκτέλεσης επέφερε απλούστευση

που περιορίζεται όμως σε επίπεδο νομοθεσίας και όχι ουσίας.

Στο πλαίσιο αυτό, νομίμως προέβαρα ως λόγο ανακοπής ότι οι απαιτήσεις της Lauren Reeves (Λώρεν Ρήβς) και της Μάχιμ (Mahim) Καν (Khan) (Μάχιμ Καν) **δεν είναι βέβαιες και εκκαθαρισμένες**, διό και λόγω της ασαφούς και αόριστης διατύπωσης του προσβαλλόμενου πίνακα κατάταξης αδυνατώ να κατανοήσω για ποιο ποσό ακριβώς κατατάχθηκαν. Ο λόγος αυτός συνδέεται άρρηκτα τόσο με το προγενέστερο στάδιο της εκτελεστικής διαδικασίας που αφορούσε την ανακοπή κατά της με αριθμό 176/03-02-2023 έκθεσης αναγκαστικής κατάσχεσης ακίνητης περιουσίας του δικαστικού επιμελητή του Εφετείου Αθηνών, Γεωργίου Γρηγόρη αλλά και το παρόν στάδιο κατά το οποίο βάλλεται ο πίνακας κατάταξης.

Άλλωστε, ουδεμία μνεία γίνεται στην υπό κρίση ανακοπή μου στην έκθεση αναγκαστικής κατάσχεσης αλλά αποκλειστικά και μόνο στον πίνακα κατάταξης και δεν είναι τυχαίο ότι ακόμη και από τον εν λόγω πίνακα κατάταξης προκύπτει ότι:

«Μετά την προαφαίρεση εκ του εκπλειστηριάσματος α) του ποσού των ευρώ επτά χιλιάδων οκτακοσίων δώδεκα (7.812,00), το οποίο αποδίδεται στην επισπεύσασα τον πλειστηριασμό προς κάλυψη των υπ' αυτής προκαταβληθέντων εξόδων εκτελέσεως, β) του ποσού των ευρώ πεντακοσίων σαράντα επτά και 28/100 (547,28), το οποίο αποδίδεται σε μένα τον συμβολαιογράφο Πειραιά Στέφανο Κ. Βασιλάκη προς κάλυψη των εξόδων, προδικασίας, διαδικασίας και κατατάξεως του προκειμένου πλειστηριασμού και γ) του ποσού των ευρώ πενήντα χιλιάδων επτακοσίων εβδομήντα τεσσάρων και 35/100 (50.774,35), το οποίο αποδίδεται, κατ' άρθρο 527 Α.Κ., στον υπερθεματιστή του προκειμένου πλειστηριασμού CHRISTODOULOS ROBERT (ΧΡΙΣΤΟΔΟΥΛΟΣ ΡΟΜΠΕΡΝΤ) LEVENTIS (ΛΕΒΕΝΤΙΣ), για το ήμισυ των προκαταβληθέντων υπ' αυτού εξόδων της συντάξεως της υπ' αριθμ. 32.485/17-10-2023 περιλήψεως κατακυρωτικής εκθέσεως, κατετάγησαν οι εξής δανειστές:

*1. **Οριστικά**, η Δ.Ο.Υ. Κατοίκων εξωτερικού, για το ποσό των ευρώ εβδομήντα έξι χιλιάδων πεντακοσίων πενήντα δυο και 17/100*

(76.552,17), σε πλήρη εξόφληση των προνομιακών απαιτήσεών της,

*2. **Υπό την αίρεση τελεσιδικίας της απαιτήσεώς της, η Lauren (Λώρεν) Reeves (Ρήβς)**, για το ποσό των ευρώ τεσσάρων εκατομμυρίων πεντακοσίων χιλιάδων (4.500.000,00), σε πλήρη εξόφληση των προνομιακών απαιτήσεών της και υπό την αίρεση τελεσιδικίας της απαιτήσεώς της, για το ποσό των ευρώ εκατόν τριών χιλιάδων τριακοσίων σαράντα πέντε και 44/100 (103.345,44), σε μερική εξόφληση των εγχειρόγραφων απαιτήσεών της και*

3. *Υπό την αίρεση τελεσιδικίας της απαιτήσεώς της, η Μαχίμ Καν (MAHIM KHAN), για το ποσό των ευρώ τεσσάρων εκατομμυρίων πεντακοσίων χιλιάδων (4.500.000,00), σε πλήρη εξόφληση των προνομιακών απαιτήσεών της και υπό την αίρεση τελεσιδικίας της απαιτήσεώς της, για ΤΟ ποσό των ευρώ τριών εκατομμυρίων οκτακοσίων ογδόντα χιλιάδων εννιακοσίων ογδόντα δύο και 76/100 (3.880.982,76), σε μερική εξόφληση των εγχειρογράφων απαιτήσεών της.*

Επίσης, στο ίδιο πίνακα ορίσθηκε ότι:

Σε περίπτωση που μειωθεί ή ματαιωθεί η κατάταξη κάποιου από τους τυχαία καταταγέντες προνομιούχους δανειστές, τότε το υπόλοιπο που θα προκύπτει θα κατανέμεται συμμετρως μεταξύ των εγχειρογράφων δανειστών.

Σε περίπτωση που ματαιωθεί η κατάταξη κάποιου ή κάποιων εκ των δανειστών και εκ το λόγου αυτού απομένει αδιάθετο υπόλοιπο, αυτό θα αποδίδεται στον καθ' ου ο πλειστηριασμός.»

Όπως πρωτοδίκως προέβηλα, από τον ως άνω πίνακα κατάταξης όχι μόνο δεν αίρεται η αοριστία ως προς το ύψος και το ποιόν της απαίτησης που θεωρεί η πρώτη και δεύτερη εφεσίβλητη ότι διατηρεί σε βάρος εμού, αλλά επιτείνεται ακόμη περισσότερο, διότι ναι μεν αναφέρεται ότι έχει γίνει κατάταξη για τα ανωτέρω ποσά, όμως α) δεν αναφέρεται εκ ποιας αιτίας πηγάζει το ποσό αυτό, ήτοι για κεφάλαιο, τόκους ή έξοδα και συγκεκριμένα μέχρι ποιου ποσού για το καθένα εκ των κονδυλίων αυτών, β) δημιουργείται αντιφατικότητα και αοριστία καθόσον όπως ανωτέρω αναφέρθηκε οι απαιτήσεις τελούν υπό αίρεση τελεσιδικίας δίχως να διευκρινίζεται πότε θα πληρωθούν οι προαναφερθείσες αιρέσεις και με ποιες προϋποθέσεις και γ) ρητώς περιλαμβάνεται σε αυτήν επιφύλαξη για την πλήρωση της αίρεσης τελεσιδικίας των απαιτήσεων, ήτοι υπονοείται ότι ελλοχεύει ο κίνδυνος ανατροπής της υφιστάμενης κατάστασης με αβέβαιη την επαναφορά των πραγμάτων στην προτέρα κατάσταση, σε περίπτωση που οι απαιτήσεις τους δεν τελεσιδικήσουν.

Από τα ανωτέρω συνάγεται ότι **η αοριστία των απαιτήσεων για τις οποίες κατετάγησαν οι δανειστές δεν ήρθη ούτε δύναται να αρθεί αλλά επιδρά και στις μετέπειτα πράξεις της εκτελεστικής διαδικασίας.** Τούτο δε διότι υπάρξει εγγενής αδυναμία προσδιορισμού καθώς εκκρεμούσε η έκδοση αποφάσεων από το Εφετείο Αθηνών, στο οποίο είχα καταφύγει για την ακύρωση των δικαστικών διαταγών με τις οποίες αναγνωρίστηκε η εκτελεστότητα των δικαστικών αποφάσεων του

Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Αντζελες ενώ πλέον εκκρεμεί η έκδοση αποφάσεων από τον Άρειο Πάγο, ως ήδη ελέχθη. Ο προσβαλλόμενος πίνακας κατάταξης πάσχει αοριστία στο σύνολό του, αφού δι' αυτού δεν προσδιορίζεται με σαφήνεια και ακρίβεια ούτε το συγκεκριμένο ποσό ούτε το ποιόν ήτοι η αιτία της επιτασσύμενης να καταβληθεί απαίτησης, ενώ **τελεί μέχρι και σήμερα υπό την αίρεση τελεσιδικίας των αλλοδαπών αποφάσεων**, η οποία **δεν πιστοποιείται** εξ ουδενός εγγράφου νομίμως μεταφρασμένου και επικυρωμένου με την σφραγίδα της Χάγης. Η ως άνω αοριστία επέφερε τη μετάπτωση των απαιτήσεων για τις οποίες επισπεύδεται η προκείμενη διαδικασία αναγκαστικής εκτέλεσης σε βάρος εμού σε ανεκκαθάριστες, καθώς δεν δύναμαι να διαγνώσω το ποσό και το ποιόν της παροχής για την οποία γίνεται η αναγκαστική εκτέλεση, ούτε να αμυνθώ κατ' αυτής, προκαλούμενης έτσι εις εμέ δικονομική βλάβη η οποία δεν δύναται να αποκατασταθεί διαφορετικά παρά μόνο με την κήρυξη της ακυρότητας.

Οι αντίδικοι αποσιωπούν επιπλέον από τον διαπιστευμένο υπάλληλο του πλειστηριασμού το γεγονός ότι κατά τον χρόνο σύνταξης του πίνακα κατάταξης είχε ήδη προσδιορισθεί η συζήτηση αμοτέρων των προσφυγών κατά δικαστικών διαταγών κήρυξης εκτελεστότητας αποφάσεων αλλοδαπού δικαστηρίου κατ' άρ. 43 του Κανονισμού 44/2001 του Συμβουλίου της 22.12.2000 για την διεθνή δικαιοδοσία, την αναγνώριση και την εκτέλεση αποφάσεων σε αστικές και εμπορικές υποθέσεις, όπως αναδιατυπώθηκε με το νέο Κανονισμό 1215/2012.

Ειδικότερα, όπως προανέφερα, άσκησα νομίμως και εμπροθέσμως την από 27/7/2023, υπό στοιχεία ΓΑΚ: 6382/2023, ΕΑΚ: 864/2023 προσφυγή μου κατά της Lauren Reeves (Λώρεν Ρηβς) και κατά υπ' αριθμ. 2663/2022 δικαστικής διαταγής του Μονομελούς Πρωτοδικείου Αθηνών, με την οποία αναγνωρίστηκε η εκτελεστότητα της υπ' αριθμ. BC 643099/10-9-2020 απόφασης του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Άντζελες (Πολιτική Διεύθυνση 14ο Τμήμα), επί της οποίας προσφυγής μου εξεδόθη η υπ' αρ. 1647/2024 απόφαση του Μονομελούς Εφετείου Αθηνών. Δυνάμει της ως άνω απόφασης, απορρίφθηκε η προσφυγή μου, πλην όμως έχω ασκήσει ενώπιον του Αρείου Πάγου την από 25.6.2024, με Γενικό αριθμό κατάθεσης 6088/2024 και Ειδικό αριθμό κατάθεσης 596/2024 αίτηση αναίρεσης.

Περαιτέρω, άσκησα την από 27/9/2023, υπό στοιχεία ΓΑΚ: 7783/2023, ΕΑΚ: 1053/2023 προσφυγή μου κατά της Μάχιμ (Mahim) Καν (Khan) (Μάχιμ Καν) και κατά της υπ' αριθμ. 430/2023 δικαστικής διαταγής του Μονομελούς Πρωτοδικείου Αθηνών, με την οποία αναγνωρίσθηκε η εκτελεστικότητα της υπ' αριθμ. ΒC 654017/2.3.2021 απόφασης του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Αντζελες (Πολιτική Διεύθυνση 74ο Τμήμα) κατόπιν της από 18/3/2022 με αριθμό έκθεσης κατάθεσης δικογράφου 23891/ΕΑΚ1124/2022 αίτησης. Την 18 Σεπτεμβρίου 2023 έλαβα το πρώτον γνώση, κατόπιν της άσκησης της από 18/9/2023 αυτοτελούς πρόσθετης παρέμβασης της καθής στο Μονομελές Πρωτοδικείο Πειραιώς, στο πλαίσιο άλλης δίκης, εκ των σχετικών εγγράφων που κατέθεσε, ότι έχει εκδοθεί η υπ' αριθμ. 430/2023 απόφαση του Μονομελούς Πρωτοδικείου Αθηνών. Η ασκηθείσα προσφυγή μου κατά της Μάχιμ (Mahim) Καν (Khan) (Μάχιμ Καν) συζητήθηκε ομοίως ενώπιον του Εφετείου Αθηνών και εξεδόθη η υπ' αριθμ. 63/2024 απόφαση του Εφετείου Αθηνών, δυνάμει της οποίας απορρίφθηκε η ασκηθείσα προσφυγή μου. Εντούτοις, έχω ασκήσει ενώπιον του Αρείου Πάγου την από 27.2.2024 με Γενικό αριθμό κατάθεσης: 2168/2024 και Ειδικό αριθμό κατάθεσης: 204/2024 αίτηση αναίρεσης κατά της Μάχιμ (Mahim) Καν (Khan) και κατά της υπ' αριθμ. 63/2024 απόφασης του Εφετείου Αθηνών.

Ο αρμόδιος δικαστής που εξέδωσε τις προσβαλλόμενες δικαστικές διαταγές του Μονομελούς Πρωτοδικείου Αθηνών, δεν εξήτασε τις προϋποθέσεις τελεσιδικίας της απόφασης του αλλοδαπού δικαστηρίου, και δεν υπεισήλθε σε εξέταση των ουσιαστικών προϋποθέσεων περί αντίθεσης αυτής προς την ελληνική δημόσια τάξη, ούτε περί της παραβίασης των θεμελιωδών αρχών της Δίκαιης Δίκης κατ' άρ. 6 της Ευρωπαϊκής Σύμβασης Δικαιωμάτων του Ανθρώπου, και χωρίς να διατάξει την κλήτευση οιοδήποτε προσώπου ως έχοντος έννομο συμφέρον στην δίκη αυτή, το ελληνικό Δικαστήριο προχώρησε εσφαλμένως χωρίς την παρουσία μου στην εκδίκαση των αιτήσεων τους και στην εξέταση της ουσιαστικής βασιμότητας των αιτήσεων τους.

Υπό το πρίσμα των ανωτέρω, οι απαιτήσεις των εφεσιβλήτων δεν είναι τελεσιδικες και τελώντας υπό ρητή αίρεση, δεν είναι εφικτό να αποτελούν το

έρεισμα για τη διενέργεια του πλειστηριασμού καθώς οι εν λόγω απαιτήσεις τους είναι εκείνες που καλύπτουν επί της ουσίας το εκπλειστηρίασμα.

Ως εκ τούτου, η εκκαλούμενη, σύμφωνα με τα προπαρατεθέντα, στερούμενη της κατά νόμο αιτιολογίας πλέον δε αντιφάσκουσα εαυτόν, εσφαλμένη εξέφερε κρίση καθιστάμενη και για το λόγο αυτό εκκλητέα.

3. ΤΡΙΤΟΣ ΛΟΓΟΣ ΕΦΕΣΕΩΣ: Μη λήψη υπόψιν, μη εκτίμηση και μη αξιολόγηση του προσκομισθέντος αποδεικτικού υλικού – Έλλειψη ειδικής και εμπειριστατωμένης αιτιολογίας.

Σύμφωνα με την πάγια νομολογία του Αρείου Πάγου, στην περίπτωση που δεν λήφθηκε υπόψιν από το Δικαστήριο της ουσίας αποδεικτικό υλικό, που ήταν χρήσιμο προς άμεση ή έμμεση απόδειξη γεγονότων που συγκροτούν ισχυρισμό που επιδρά στο διατακτικό της απόφασης, καίτοι έγινε νόμιμη και παραδεκτή προσκομιδή μετ' επικλήσεως αυτού, ιδρύεται ο λόγος αναιρέσεως (αρ.559 περ.11 του ΚΠολΔ) περί μη λήψης υπόψη αποδεικτικών μέσων. (βλ. ΑΠ 1134/1993, ΕλλΔνη 1995, σελ. 328, ΑΠ 548/1993. ΕλλΔνη 1994, σελ. 1277, ΑΠ 464/1992, ΕΕΝ 1993, σελ. 440). Ο λόγος αυτός αναιρέσεως συνιστά συνάμα και λόγο εφέσεως.

Ειδικότερα, το εν λόγω σφάλμα της απόφασης αναντίρρητα υφίσταται κατ' αρχήν, όταν το δικάσαν σε πρώτο βαθμό δικαστήριο δεν βεβαίωσε ότι έλαβε υπ' όψιν του όλα τα αποδεικτικά μέσα που επικαλέστηκαν οι διάδικοι, αλλά και όταν, παρά τη βεβαίωση αυτή, από το περιεχόμενο της αποφάσεως δεν προκύπτει με βεβαιότητα (δεν καθίσταται αδιστακτως βέβαιο) ότι ελήφθησαν υπ' όψιν όλα ή ορισμένα από τα αποδεικτικά αυτά μέσα ή κατ' άλλη διατύπωση αρκεί και μόνο η ύπαρξη αμφιβολιών για μη λήψη υπ' όψιν από το δικαστήριο αποδεικτικών μέσων τα οποία προσκόμισαν και επικαλέστηκαν οι διάδικοι, και τα οποία το δικαστήριο έχει υποχρέωση να λαμβάνει υπ' όψιν κατά τις διατάξεις των άρθρων 335, 338, 340, 341 και 346 ΚΠολΔ (βλ. ενδεικτικά μεταξύ άλλων ΑΠ 1869, 2046/2007, Δ 2008, τ. Μαΐου, ΑΠ 1585, 1594, 1598/2006, Δ 2007, σελ. 240-241, ΑΠ 876/2006, Δ 2006, σελ. 1323, ΑΠ 637/2006, Δ 2006, σελ. 1185, ΑΠ 571/2006, Δ 2006, σελ. 1185, ΑΠ 256/2006, Δ 2006, σελ. 1068, ΑΠ 1594/2005, Δ 2006, σελ. 421, ΑΠ 331/2004, ΝοΒ

2005, σελ. 459, ΑΠ 1351/2002, ΝοΒ 2003, σελ. 444, ΑΠ 608/2000, Ισοκράτης, ΑΠ 243/1997, Δ 1997, σελ. 1233, ΑΠ 1143/1993, ΕλλΔνη 1995, σελ. 137, ΑΠ 1134/1993, ΕλλΔνη 1995, σελ. 328, ΑΠ 521/1993, ΔΕΝ 51, σελ. 116, ΑΠ 209/1992, ΕλλΔνη 1993, σελ. 1305, ΑΠ 711/1991, ΕλλΔνη 1992, σελ. 122, ΑΠ 332/1987, ΝοΒ 1988, σελ. 553, ΑΠ 2111/1986, ΕλλΔνη 1987, σελ. 1237, ΑΠ 740/1984, ΕΕΝ 1985, σελ. 368 – ενδεικτικά Κεραμεύς Κ., Ένδικα μέσα, έκδ. γ', σελ. 124, Σπυριδάκης Ι., σημείωμα επί της ΑΠ 1351/2002, ΝοΒ 2003, σελ. 445, Ψωμάς Ι., Ένα ζήτημα του αναιρετικού λόγου του άρθρου 559 αρ. 11 ΚΠολΔ, ΕλλΔνη 1989, σελ. 743επ., του ιδίου, Ο αναιρετικός λόγος του άρθρου 559 αρ. 11 ΚΠολΔ κατά τη νομολογία του Αρείου Πάγου, παρ. 43-47, Αφιέρωμα εις Γεώργιον Ιω. Οικονομόπουλον, σελ. 315επ.).

Εν προκειμένω, το δικάσαν σε πρώτο βαθμό Δικαστήριο παραβιάζοντας κατάφωρα, τόσο τους ισχύοντες νόμους, όσο και την πάγια νομολογία των Ελληνικών Δικαστηρίων και δη του Ακυρωτικού μας Δικαστηρίου, κατέληξε στην μνημονευόμενη κρίση του ότι πρέπει να απορριφθεί ο λόγος που προβλήθηκε για την ακύρωση του πίνακα κατάταξης σύμφωνα με τον οποίο σε περίπτωση προόδου της ένδικης διαδικασίας αναγκαστικής εκτέλεσης, πέραν του παρόντος σταδίου και ευδοκίμησης των προσφυγών που έχουν ασκηθεί εκ μέρους μου κατά των δικαστικών διαταγών με τις οποίες αναγνωρίστηκε η εκτελεστότητα των αποφάσεων των αλλοδαπών δικαστηρίων υπέρ των πρώτων δύο εφεσιβλήτων δεν θα είναι δυνατή, άλλως θα είναι εξαιρετικά δυσχερής η επαναφορά των πραγμάτων στην προηγούμενη κατάσταση. Μάλιστα, όπως ήδη υποστήριξα ενώπιον του Πρωτοβάθμιου Δικαστηρίου, θα αποστερηθώ του δικαιώματος να ζητήσω την αποκατάσταση της ζημίας που έχει υποστεί λόγω της άδικης ένδικης εκτέλεσης, μολονότι πληρούνται οι προϋποθέσεις εκ του νόμου και δη συντρέχει το στοιχείο του δόλου στο πρόσωπο των πρώτων δύο εφεσιβλήτων περί γνώσης αυτών για μη ύπαρξη του ουσιαστικού δικαιώματός τους, ειδικά από την στιγμή που είναι πρόσωπα που στερούνται αξιοπιστίας και οικονομικών πόρων.

Πιο συγκεκριμένα, η εκκαλουμένη παρά τα αποδειχθέντα δέχθηκε ότι: *«ο ως άνω λόγος της κρινόμενης ανακοπής αλυσιτελώς προτείνεται, καθώς κατά τους όρους του άρθρου 940 ΚΠολΔ έχει ήδη ολοκληρωθεί η διαδικασία της ένδικης αναγκαστικής εκτέλεσης και δη έχει ήδη εκπλειστηριαστεί το ακίνητο ιδιοκτησίας του*

ανακόπτοντος, που βρίσκεται στις Σπέτσες, στη θέση «Παναγία Αρμάτα ή Αρμάδα» και περιγράφεται αναλυτικά στη με αριθμό 32.339/27-09-2023 έκθεση αναγκαστικού ηλεκτρονικού πλειστηριασμού του συμβολαιογράφου Πειραιώς, Στέφανου Βασιλάκη, αντί του ποσού των 13.120.014 ευρώ με υπερθεματιστή τον τέταρτο καθ' ου η ανακοπή, όπου η ένδικη κατακυρωτική έκθεση έχει μεταγραφεί νόμιμα στο Υποθηκοφυλακείο Σπετσών στις 27-10-2023, όπως άλλωστε ιστορεί ο ανακόπτων στην υπό κρίση ανακοπή. Επιπλέον, 1) κατά της εγκυρότητας της απαίτησης της πρώτης καθ' ης η ανακοπή ο ανακόπτων άσκησε τη με αριθμό έκθεσης κατάθεσης 6382/864/2023 προσφυγή (Διαδικασία Εκούσιας Δικαιοδοσίας) ενώπιον του Μονομελούς Εφετείου Αθηνών κατά της με αριθμό 2663/2022 απόφασης του Μονομελούς Πρωτοδικείου Αθηνών (βάσει της οποίας αναγνωρίστηκε η εκτελεστικότητα της με αριθμό 643099/10-09-2020 απόφασης του Δικαστηρίου της Πολιτείας της Καλιφόρνια της Επαρχίας του Λος Άντζελες), η οποία εκδικάσθηκε στις 23-11-2023 αντιμωλία των διαδίκων και απορρίφθηκε με τη με αριθμό 1647/2024 απόφαση του ως άνω Δικαστηρίου, όπως και τι) κατά της εγκυρότητας της απαίτησης της δεύτερης καθ' ης η ανακοπή ο ανακόπτων άσκησε τη με αριθμό έκθεσης κατάθεσης 7783/1053/2023 προσφυγή (Διαδικασία Εκούσιας Δικαιοδοσίας) ενώπιον του Μονομελούς Εφετείου Αθηνών κατά της με αριθμό 430/2023 απόφασης του Μονομελούς Πρωτοδικείου Αθηνών (βάσει της οποίας αναγνωρίστηκε η εκτελεστικότητα της με αριθμό 643099/10-09-2020 απόφασης 654017/2-3-2021 απόφαση του Ανώτερου Δικαστηρίου της Πολιτείας της Καλιφόρνια της επαρχίας του Λος Άντζελες), η οποία εκδικάσθηκε στις 23-11-2023 αντιμωλία των διαδίκων και απορρίφθηκε με τη με αριθμό 63/2024 απόφαση του ως άνω Δικαστηρίου.» , χωρίς να λάβει υπόψιν του, χωρίς να αξιολογήσει και χωρίς να εκτιμήσει τα αποδεικτικά μέσα που προσκομίστηκαν μετ' επικλήσεως νομίμως και παραδεκτώς και χωρίς να διατυπώσει οιοδήποτε αποδεικτικό πόρισμα, ως προς την ύπαρξη ή ανυπαρξία πραγματικών περιστατικών τα οποία να σχετίζονται με τα διαλαμβανόμενα στην ανακοπή μου.

Το δε δικάσαν Δικαστήριο εσφαλμένως -από αβλεψία προφανώς- δεν έλαβε υπόψιν του κρίσιμα αποδεικτικά μέσα καθώς ως ήδη ελέχθη, η υπ' αριθμ. 1647/2024 και η υπ' αριθμ. 63/2024 αποφάσεις του Εφετείου Αθηνών δεν είναι αμετάκλητες καθώς έχουν ασκηθεί κατά αμφοτέρων αιτήσεις αναίρεσης και

εκκρεμεί η εκδίκασή του και η έκδοση αποφάσεων επ' αυτών. Άλλωστε, η κρίση του Αρείου Πάγου, ο οποίος έχει πλέον επιληφθεί των υποθέσεων έχει βαρύνουσα σημασία δεδομένου ότι στο κείμενο των προσφυγών μου εγείρονται περίπλοκα νομικά ζητήματα, επί των οποίων μόνον το Ανώτατο Ακυρωτικό μπορεί να αποφανθεί. Μάλιστα, κατά τη συζήτηση ενώπιον του Πρωτοβάθμιου Δικαστηρίου προσκομίστηκαν τα κατατεθειμένα δικόγραφα των αιτήσεων αναιρέσεως, τα οποία ουδόλως ελήφθησαν υπόψιν.

Προσέτι, ως ήδη ελέχθη, το πρωτοβάθμιο Δικαστήριο δεν έλαβε υπόψιν του το γεγονός ότι η εκτελεστική διαδικασία δεν έχει εισέτι ολοκληρωθεί καθώς μολονότι έχει συνταχθεί ο πίνακας κατάταξης δεν έχει γίνει η διανομή του εκπλειστηριάσματος. Ειδικότερα, σε περίπτωση προόδου της διαδικασίας αναγκαστικής εκτέλεσης, πέραν του παρόντος σταδίου και ευδοκίμησης των αιτήσεων αναιρέσεως που έχουν ασκηθεί κατά των αποφάσεων του Εφετείου Αθηνών επί των προσφυγών μου κατά των δικαστικών διαταγών με τις οποίες αναγνωρίστηκε η εκτελεστότητα των αποφάσεων των αλλοδαπών δικαστηρίων, δεν θα είναι δυνατή άλλως θα είναι εξαιρετικά δυσχερής η επαναφορά των πραγμάτων στην προηγούμενη κατάσταση και η επανεγκατάσταση της μητέρας μου, ηλικίας 84 ετών σήμερα, στην πατρική οικία στις Σπέτσες, Δήμητρας Φανής χ. Ανδρέα Αλκιβιάδη Δαυίδ το γένος Φυλακτού (Dimitra Fanny David) στην οποία έχει παραχωρηθεί η χρήση της από τον επαναπατρισμό της στην Ελλάδα. Περαιτέρω, θα αποστερηθώ του δικαιώματος να ζητήσω την αποκατάσταση της ζημίας που έχω υποστεί λόγω της άδικης εκτέλεσης, μολονότι πληρούνται οι προϋποθέσεις εκ του νόμου και συντρέχει το στοιχείο του δόλου στο πρόσωπο των εφεσίβλητων και δη γνώση για μη ύπαρξη του ουσιαστικού δικαιώματος τους. Άλλωστε, πρόκειται για πρόσωπα που στερούνται αξιοπιστίας και οικονομικών πόρων, των οποίων οι υποθέσεις έχουν χρηματοδοτηθεί από δάνεια που χορηγήθηκαν σε αυτές από τους δικηγόρους τους, γεγονός το οποίο συνιστά *per se* πράξη διαφθοράς μαζί με την υποκίνηση σε ψευδείς ισχυρισμούς με πρόθεση εκβίασης μου. Ακόμη και αν θελήσω ή επιδιώξω την έγερση αξιώσεων κατά αυτών αμφιβάλλω αν θα είμαι εις θέσιν να τις εντοπίσω στις διευθύνσεις που δηλώνουν στις ΗΠΑ ή θα έχουν τότε την «οικονομική υποστήριξη» από το παράνομο δίκτυο που τις υποστηρίζει προς το παρόν. Άπαντα τα ανωτέρω, προέβαλα ενώπιον του Πρωτοβάθμιου Δικαστηρίου

και απορρίφθηκαν άνευ αιτιολογίας, μολονότι προσκομίστηκαν μετ' επικλήσεως αποδεικτικά μέσα προς επίρρωση των ισχυρισμών μου.

Η ουσιαστική απαξίωση των αποδεικτικών στοιχείων εκ μέρους της εκκαλουμένης αποδυναμώνει τον ρόλο τους ως μέσων προς επίρρωση των ισχυρισμών μας, εντούτοις την ίδια στιγμή καθιστά την εκδοθείσα απόφαση διάτρητη και εκκλητέα λόγω της συνειδητής επιλογής της να αγνοήσει ουσιώδη αποδεικτικά έγγραφα, τα οποία αν είχε λάβει υπόψιν θα είχε οδηγηθεί σε διαφορετικό συμπέρασμα.

Πράττοντας, όμως, έτσι το δικάσαν σε πρώτο βαθμό δικαστήριο έσφαλλε, καθώς δεν καθίσταται αδιστάκτως βέβαιο (ή, σε κάθε περίπτωση, υφίστανται σοβαρές αμφιβολίες) ότι έλαβε υπ' όψιν του τα νομίμως και παραδεκτώς προσκομιζόμενα και επικαλούμενα αποδεικτικά μέσα (βλ. *«...Γίνεται δεκτός ως βάσιμος ο αναιρετικός λόγος του άρθρου 559 αριθ. 11 περ. γ' ΠολΔ όταν από μόνη την βεβαίωση του εφετείου ότι έλαβε υπόψη και συνεκτίμησε «όλα τα έγγραφα που νόμιμα επικαλούνται και προσκομίζουν οι διάδικοι, για να χρησιμεύσουν είτε ως αυτοτελή αποδεικτικά μέσα είτε ως δικαστικά τεκμήρια», το όλο περιεχόμενο της προσβαλλόμενης απόφασής του και το σύνολο των αιτιολογιών της τελευταίας δεν καθίσταται αδιστάκτως βέβαιο, αλλά αντίθετα καταλείπονται αμφιβολίες για το αν το δικαστήριο αυτό έλαβε υπόψη και συνεκτίμησε μαζί με τις υπόλοιπες αποδείξεις και τα έγγραφα που επικαλούνται οι αναιρεσείοντες. Και αυτό γιατί το εφετείο δεν κάνει καμιά απολύτως μνεία ή σχολιασμό στην προσβαλλόμενη απόφαση για τα αποδεικτικά αυτά έγγραφα, όπως έπραξε για άλλα αποδεικτικά μέσα, κατά την εκτεταμένη επισκόπηση και ανάλυση του αποδεικτικού υλικού, δεδομένου ότι τα εν λόγω έγγραφα μπορούσαν να χρησιμεύσουν για τη συναγωγή δικαστικών τεκμηρίων ως προς την ουσιαστική αβασιμότητα της ένδικης αγωγής, ενόψει οπωσδήποτε και της αντίθετης ουσιαστικής κρίσης στην οποία κατέληξε το δικαστήριο της ουσίας...»* (βλ. ΑΠ 2046/2007, Δ 2008, τ. Μαΐου), *«...Από τη διατύπωση της απόφασης ότι το δικαστήριο έκρινε από τις καταθέσεις των μαρτύρων «εν συνδυασμό» και προς τα παρ' αμφοτέρων προσκομιζόμενα και εν νομίμω σημάνσει επίσης επικαλούμενα έγγραφα»* δεν καθίσταται βέβαιο χωρίς δισταγμό ότι έλαβε υπόψη και εξετίμησε συγκεκριμένα αποδεικτικά έγγραφα, για τα οποία ούτε νύξη δεν γίνεται σ' αυτή.

Αντίθετα παραμένουν αμφιβολίες αν έλαβε υπόψη τα έγγραφα αυτά...» (βλ. ΑΠ 982/1980, ΝοΒ 1981 (29), σελ. 321), «...Από το γεγονός ότι η εφετειακή απόφαση στην ανάλυση των αποδείξεων μνημονεύει μερικά από τα έγγραφα που προσκομίσθηκαν, αλλά δεν κάνει καμία μνεία της υπ' αριθ. ... αποφάσεως του ΤριμΠλημΑθηνών, την οποία προσεκόμισε και επικαλέσθηκε ρητά ο αναιρεσείων και με την οποία ο αντίδικος του καταδικάσθηκε για σωματική βλάβη σε βάρος του από αμέλεια σε σύγκρουση, υπάρχουν αμφιβολίες αν έλαβε υπόψη το έγγραφο αυτό και πρέπει να αναιρεθεί...» (βλ. ΑΠ 882/1981, ΝοΒ 1982 (30), σελ. 445, ΕΕΝ 49, σελ. 563), «...Αναιρείται η απόφαση του εφετείου διότι δεν προκύπτει από αυτή αδιαστάκτως ότι έλαβε υπόψη του συγκεκριμένα έγγραφα, για τα οποία δεν αναφέρεται ότι δεν είχαν προσκομισθεί, δεδομένου ότι στην απόφασή του δεν σχολιάζονται ούτε γίνεται οποιαδήποτε αναφορά σ' αυτά, παρότι πρόκειται για έγγραφα τα οποία, εφόσον έχουν το περιεχόμενο που εκτίθεται στην αίτηση αναιρέσεως, ασκούν ουσιώδη επιρροή για την κρίση περί ...» (ΑΠ 711/1991, ΕλλΔνη 1992 (33), σελ. 122).

Ως εκ τούτου, η εκκαλούμενη καθίσταται και εκ του λόγου αυτού εκκλητέα, αφού δεν έλαβε υπόψιν και δεν προέβη ή προέβη σε εσφαλμένη εκτίμηση και αξιολόγηση του προσκομισθέντος μετ' επικλήσεως αποδεικτικού υλικού και άνευ αιτιολογίας απέρριψε την ασκηθείσα ανακοπή μου.

Επειδή σύμφωνα με τα ως άνω εκτεθέντα για επάλληλα συντρέχοντες λόγους έσφαλλε η εκκαλουμένη και πρέπει να εξαφανισθεί.

Επειδή η παρούσα είναι νόμιμη, βάσιμη και ασκείται νομίμως και εμπροθέσμως.

Επειδή επιφυλάσσομαι να προσθέσω νομίμως και εμπροθέσμως πρόσθετους λόγους εφέσεως με αυτοτελές δικόγραφο.

ΔΙΑ ΤΑΥΤΑ

με την επιφύλαξη παντός νομίμου δικαιώματός μου

ΑΙΤΟΥΜΑΙ

- Να γίνει δεκτή η παρούσα έφεσή μου ως νόμιμη και βάσιμη.
- Να εξαφανισθεί η υπ' αριθμόν 3004/2025 οριστική απόφαση του Μονομελούς Πρωτοδικείου Πειραιώς, το οποίο δίκασε κατά την Ειδική Διαδικασία

Περιουσιακών Διαφορών, ώστε να γίνει δεκτή για όλες τις αιτήσεις της η με Αριθμό Κατάθεσης Δικογράφου: 13702/6877/2023 ανακοπή μου, η οποία επαναφέρθηκε προς συζήτηση με την με Αριθμό Κατάθεσης: 8554/4533/2024 κλήση της πρώτης και δεύτερης των εφεσιβλήτων, κατόπιν της έκδοσης της υπ' αρ. 2293/2024 μη οριστικής απόφασης του Μονομελούς Πρωτοδικείου Πειραιά.

- Να υποχρεωθούν οι αντίδικοι να μου καταβάλλουν το σύνολο της δικαστικής μου δαπάνης και την αμοιβή του πληρεξουσίου δικηγόρου μου και για τους δύο βαθμούς δικαιοδοσίας.

Πειραιάς, την 7^η Ιουλίου 2025

Ο Πληρεξούσιος Δικηγόρος



**ΣΟΦΟΣ & ΣΥΝΕΡΓΑΤΕΣ
ΔΙΚΗΓΟΡΙΚΗ ΕΤΑΙΡΙΑ**
ΑΓΚΑΛΗΠΟΥ 6-8, ΑΘΗΝΑ 10680
ΤΗΛ: 210-3633322, Α.Μ.Τ 80003 ΔΣΑ
Α.Φ.Μ.Τ 996560262, ΔΟΥ Δ' ΑΘΗΝΩΝ
ΣΟΦΟΣ ΘΕΜΙΣΤΟΚΛΗΣ
Δ.Ν.-ΔΙΚΗΓΟΡΟΣ, Α.Μ.Τ 18770 ΔΣΑ
e-mail: themis@sofos.com.gr



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Alki David - proceedings in Switzerland [



Alexander TROLLER <atroller@lalive.law>

to me, Fheather@glaserweil.com, dana@danacolelaw.com, Aaron, Sé

Alki,

This email will serve as a recap of where matters stand in Switzerland enforcement of their claims. The protective briefs we had filed in anti the punitive component (USD 4,350,000) of her award.

As already communicated to and discussed with Glaser Weil, you wi

- (i) the attachment order from the relevant court
- (ii) the attachment deed of the debt collection of
- (iii) the attachment deed of the debt collection off

Attachments were ordered to secure enforcement of Lauren Reeves

- (i) CHF 602,554 plus interest at 10% per annum f
- (ii) CHF 1,204,810 plus interest at 10% per annum
- (iii) CHF 60,576.20 plus interest at 10% per annum

These amounts correspond to (i) the compensatory damages (USD 1

The assets attached are :

- (i) Your ownership interest in the property locate the debt collection office, for as long as the attachmer **and may be liable to criminal prosecution for “dispos** amendment or termination of rental agreements requ from your accountant Goran Basic in relation to your p
 - (i) Your accounts held with Credit Suisse AG (Sch
 - a. Account No. 30834 ; and
 - b. Account No. 0823-1143507-42-1.
 - (ii) Your accounts held with Credit Suisse AG (Zug
 - a. Account No. 1523208-72;
 - b. Account No. 1523208-72-1;
 - c. Account No. 1523208-72-2;