

David J. Harter
Law Offices of David J. Harter
A Professional Corporation
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
(714) 731-2550
(714) 731-2595 fax

Bar No. 162426

Attorneys for Plaintiff George Sharp

FILED
Superior Court of California
County of Los Angeles

APR 26 2016

Sherri R. Carter, Executive Officer/Clerk
By Shaunya Bolden Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

George Sharp

Plaintiff,

vs.

LKP Global Law, LLP, a California Limited
Liability Partnership; Luan K. Phan, an
individual; Albert T. Liou, an individual;
Waleed Ashari aka Deelaw Ashari aka Ahmad
Ashari, an individual; and DOES 1 through
100, inclusive,

Defendants.

) Case No. BC583586

)

) [Assigned for all purposes to Hon. Judge
) Teresa Sanchez-Gordon, Dept. 74]

)

) **PLAINTIFF GEORGE SHARP'S NOTICE**
) **OF MOTION AND MOTION TO**
) **COMPEL FURTHER RESPONSES TO**
) **FORM INTERROGATORIES FROM**
) **DEFENDANT LKP GLOBAL LAW, LLP;**
) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES; DECLARATION OF**
) **DAVID J. HARTER IN SUPPORT**
) **THEREOF**

[Separate Statement of Form Interrogatories
and Responses in Dispute Filed Concurrently]

Reservation ID: 160425123028

Date: November 1, 2016
Time: 1:30 p.m.
Dept.: 74

RESERVATION NO. 160425123028

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

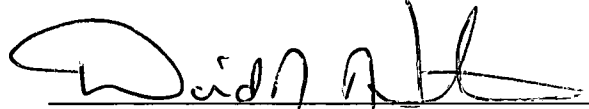
PLEASE TAKE NOTICE that, on November 1, 2016 at 1:30 p.m. or as soon thereafter
as counsel may be heard in Department 34 of the above-entitled court located at 111 North Hill

1 for an order compelling further responses to the Form Interrogatories, Set One, No. 17.1
2 propounded on Defendant LKP Global, LLP as set forth in the Separate Statement of Form
3 Interrogatories and Responses in Dispute filed concurrently with this motion. Plaintiff further
4 moves the Court for an order that Defendant and its counsel, PB Law Group, LLP, pay the sum
5 of \$4,540 as the reasonable attorney's fees and costs incurred by Plaintiff for these proceedings.

6 This motion is made on the grounds that the discovery sought is relevant to the subject
7 matter of this action. Defendant's refusal to respond to the discovery requests at issue herein is
8 without substantial justification and in bad faith. The motion is based on this notice, the
9 following memorandum of points and authorities and declaration of David J. Harter, and the
10 separate statements filed concurrently herewith, the papers and records on file with the court
11 herein, and upon such further evidence and argument as may be presented at the time of hearing.

12 Dated: April 25, 2016

Law Offices of David J. Harter, APC

13
14 By: 
15 David J. Harter, Attorney for Plaintiff
16 George Sharp
17
18
19
20
21
22
23
24
25

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 1. BACKGROUND INFORMATION RELEVANT TO THIS MOTION

3 This action arises out of Plaintiff's Complaint for malicious prosecution and abuse of
4 process based on Defendant's actions in a class action suit entitled *Ashari v. Sharp*, San Diego
5 Superior Court Case No. 37-2013-00050258 (the "Ashari Class Action"). In the Ashari Class
6 Action, Defendant (among other defendants) filed a frivolous class action complaint against
7 Plaintiff alleging that Plaintiff engaged in market manipulation and fraud concerning the stock of
8 Xumanii, Inc. ("XUII") in violation of Corporations Code sections 25400(d) and 25500. The
9 Plaintiff contends that the class action suit was filed in retaliation for Plaintiff's exposure of the
10 XUII pump and dump campaign and for his own lawsuit that he was prosecuting against XUII
11 which alleged violations of California's anti-SPAM email statute.

12 The gravamen of Plaintiff's complaint is that Defendant filed the Ashari Class Action in
13 retaliation, among other things, for Plaintiff's exposure of the XUII stock manipulation and for
14 bringing his lawsuit against XUII alleging violations of California's anti-SPAM email statute. It
15 is Plaintiff's position that LKP Global was acting under the direction and control of Xumanii not
16 Waleed Ashari and that it undertook the lawsuit to (1) enable it to issue press releases to discredit
17 Plaintiff's statements about the ongoing pump and dump campaign that was occurring with XUII
18 stock and (2) to retaliate against Plaintiff who was suing XUII in a separate action, and (3) to
19 retaliate against Plaintiff who had prevailed against LKP Global in prior lawsuits against their
20 clients. LKP Global solicited Waleed Ashari to act as the plaintiff and their firm was not sought
21 out by him. Defendant Ashari was the class representative in the suit, but Plaintiff alleges he
22 lacked any knowledge or belief in the truth of the allegations contained in that suit. Rather it was
23 LKP Global or some other unknown third party who provided the information upon which the
24 complaint was based.

25 In response to the Ashari Class Action, Plaintiff filed a motion to strike the complaint
26 pursuant to Code of Civil Procedure section 425.16, known as the Anti-SLAPP Statute. The
27 Court granted the Anti-SLAPP motion and dismissed the Ashari Class Action with prejudice
28 finding, among other things, that Ashari and his attorneys (including Defendant) had failed to

1 present evidence to establish any element of Ashari's one and only cause of action and because
2 Defendant (and other defendants) admitted to the Court that they had no evidence to establish
3 any element of Ashari's one and only cause of action.

4 No probably cause existed for the allegations set forth in the underling complaint that
5 Plaintiff was short selling XUII stock and issuing press releases to drive down the stock price so
6 he could profit. Indeed, the statements that were being made by Plaintiff about the pump and
7 dump campaign were accurate and on September 25, 2014 the SEC suspended trading in XUII.
8 (Exhibit "1" SEC Release No. 73208). On February 6, 2015, the SEC filed a criminal complaint
9 against participants in the pump and dump scheme that was being carried out on the Xumanii
10 stock as well as several other penny stocks. (Exhibit "2," SEC Complaint).

11 On December 17, 2015, Plaintiff served a round of discovery requests which included the
12 Form Interrogatories ("FI") which were served concurrently with Requests for Admission.
13 (Exhibit "3" FIs). The discovery requests at issue here focused on information and
14 communications with respect to the Ashari Class Action. (Decl. Harter ¶ 4 Exhibit "3" RFAs).

15 On January 14, 2016, Plaintiff's counsel emailed defense counsel regarding the discovery
16 requests so that both parties were "on the same page with respect to the discovery responses."
17 Plaintiff's counsel advised that the holder of the attorney-client privilege is the client and
18 provided the formal waiver of the attorney-client privilege executed by Mr. Ashari. (Exhibit "4,"
19 January 14, 2016 E-Mail; Exhibit "5," Waiver of Attorney-Client Privilege by Waleed Ashari).
20 Plaintiff's counsel also noted that Mr. Ashari had waived the attorney-client privilege during a
21 341a meeting of creditors and in subsequent discovery responses which were previously
22 produced to LKP Global's counsel. (Exhibit "6," Ashari Discovery Responses in Bankruptcy
23 Action). Plaintiff's counsel advised that substantive discovery responses and documents were
24 expected in response. In response, defense counsel advised that they "must verify directly."
25 (Decl. Harter ¶ 5; Exhibit "7," E-Mail).

26 When the Defendant responded however, they continued to assert the attorney-client
27 privilege as an objection and basis for refusing to either admit or deny the requests at issue and
28 based on that did not provide full and complete responses to Form Interrogatory No. 17.1

1 subsections (b) and (d) to certain requests for admission. (Exhibit 8," Responses to FIs by LKP
2 Global).

3 Since that time, there have been numerous efforts at meeting and conferring and several
4 extensions to the deadline to file this motion to compel further responses. However, the parties
5 have been unable to reach an agreement, primarily because Defendants content that they have
6 not been able to confirm the validity of the waiver. (Decl. Harter ¶ 9-13; Exhibits 9-12).

7 Defense counsel was informed that the waiver was provided to counsel for Mr. Sharp
8 directly by Jon Combs, Mr. Ashari's attorney in his bankruptcy proceeding. (Decl. Harter ¶ 5).
9 Finally, Michelle McCliman, who is counsel for Mr. Ashari in conjunction with an indemnity
10 claim against LKP Global also confirmed the validity of the waiver in a letter that was also
11 signed by Mr. Ashari back on February 17, 2016. (Exhibit "15," Decl. McCliman ¶ 2). Hence,
12 there is no real issue with respect to the authenticity of the waiver and the continued assertion of
13 the attorney-client privilege is without merit.

14 **2. LEGAL DISCUSSION**

15 Because Defendant has failed to provide sufficient responses to Plaintiff's discovery
16 requests, and instead provided baseless objections on the grounds of the attorney-client privilege,
17 this Motion should be granted.

18 **A. Plaintiff Has a Right to Discovery from Defendant**

19 Code of Civil Procedure section 2017.010 states, in part:

20 "...any party may obtain discovery regarding any matter, not
21 privileged, that is relevant to the subject matter involved in the
22 pending action or to the determination of any motion made in that
23 action, if the matter either is itself admissible in evidence or
appears reasonably calculated to ***lead to the discovery of***
admissible evidence." (Emphasis added.)

24 In *Fuss v. Superior Court*, the Court of Appeals stated, in part, as follows:

25 "The civil discovery statutes are 'intended to accomplish the following results' (1) to give greater
26 assistance to the parties in ascertaining the truth and in checking and preventing perjury; (2) to
27 provide an effective means of detecting and exposing false, fraudulent and sham claims and
28 defenses; (3) to make available, in a simple, convenient and inexpensive way, facts which

1 otherwise could not be proved except with great difficulty; (4) to educate the parties in advance
2 of trial as to the real value of their claims and defenses, thereby encouraging settlement; (5) to
3 expedite litigation; (6) to safeguard against a surprise; (7) to prevent delay; (8) to simplify and
4 narrow the issues; and (9) to expedite and facilitate both preparation and trial. 273 Cal.App.2d,
5 807, 815-16 (1969) (citing *Greyhound Corp. v. Super. Ct.*, 56 Cal. 2d 355, 376).

6 California's discovery procedures "are designed to minimize the opportunities for
7 fabrication and forgetfulness, and to eliminate the need for guesswork about the other side's
8 evidence, with all doubts about discoverability resolved in favor of disclosure." *Glenfed Dev.*
9 *Corp. v. Super. Ct.*, 53 Cal.App.4th 1113, 1119 (1997). "The purpose of pretrial discovery is to
10 obtain all of the facts relative to a claim or defense." *Hernandez v. Super. Ct.*, 112 Cal.App.4th
11 285, 301 (2003). For discovery purposes, information sought is "relevant to the subject matter"
12 if it might reasonably assist a party in evaluating the case, preparing for trial or facilitating
13 settlement thereof. *Stewart v. Colonial W. Agency Inc.*, 87 Cal.App.4th 1006 (2001).

14 Plaintiff's discovery efforts have been thwarted by Defendant as a result of its bad faith
15 responses and refusal to provide further responses, despite Plaintiff's meet and confer efforts. As
16 set forth below, Defendant has failed to make a good faith effort to respond to the interrogatories,
17 and good cause exists to justify an order compelling the discovery sought.

18 **B. Defendant Has Failed to Sufficiently Respond to Plaintiff's Interrogatories**

19 An interrogatory may properly ask a party to state his or her contentions as to any matter
20 or issue in the case, as well as the facts, witnesses, or writings on which the contentions are
21 based. Code Civ. Proc. § 2030.010(b); *Burke v. Super. Ct.*, 71 Cal. 2d 276, 281 (1969). Thus,
22 interrogatories may require a party to state his or her contentions as to either factual or legal
23 issues, as well as the witnesses and writings on which those contentions are based. *Id.* at
24 2030.010(b). The answering party has a duty to respond in good faith by providing "an
25 appropriate response." *Coy v. Super. Ct.*, 58 Cal. 2d 210, 220-21 (1962). Thus, each answer to
26 an interrogatory must be "as complete and straightforward as the information reasonably
27 available to the responding party permits..." Code Civ. Proc. § 2030.220(a). A response which
28 supplies only a portion of the requested information, gives conclusory answers, or otherwise

1 evades answering a specific question is insufficient. *Deyo v. Kilbourne*, 84 Cal.App.3d 771,
2 783-84 (1978). "Where the question is specific and explicit, an answer which supplies only a
3 portion of the information sought is wholly insufficient." *Id.* at 783.

4 When making objections, each objection must be stated separately and bear the same
5 number or letter as the interrogatory at which it is directed. Code Civ. Proc. § 2030.210(a)(3).
6 Furthermore, objections must be specific, so that a motion to compel lies where the objections
7 are "too general." Code Civ. Proc. § 2030.300(a)(3); *Korea Data Systems Co. Ltd. V. Super. Ct.*,
8 51 Cal.App.4th 1513, 1516 (1997) (objecting party is subject to sanctions for "boilerplate"
9 objections). Objections to an entire set of interrogatories will not be sustained if any of the
10 questions is proper. *Wooldridge v. Mounts*, 199 Cal.App.2d 620, 628 (1962).

11 A motion to compel lies where the responding party provides responses deemed improper
12 by the propounding party, e.g., those containing objections or containing evasive or incomplete
13 answers. Code Civ. Proc. § 2030.300; *Best Products, Inc. v. Super. Ct.*, 119 Cal.App.4th 1181,
14 1189-90 (2004) (a motion to compel is proper to challenge "boilerplate" responses). Once a
15 motion to compel has been filed, the burden is on the responding party to justify an objection or
16 failure to fully answer the interrogatories. *Coy*, 58 Cal. 2d at 220-21.

17 The party asserting the objection has the burden of proof upon a hearing on a motion to
18 compel. See Weil & Brown, Civil Procedure Before Trial § 8:1074. Under California law, the
19 attorney-client privilege is waived when the client, discloses a significant part of the
20 communication or has consented to such disclosure by anyone, or the client places in issue the
21 contents of the communication with its attorney. *Terrebonne, Ltd. of California v. Murray*,
22 E.D.Cal.1998, 1 F.Supp.2d 1050. *Evid. Code* § 912 specifically provides that the privilege is
23 waived if the holder of the privilege (i.e., the client) "consented to disclosure . . . Consent to
24 disclosure is manifested by any statement or other conduct of the holder of the privilege
25 indicating consent to the disclosure." Under *Evid. Code* § 953(a) the holder of the privilege is
26 the client not the attorney. Here the privilege was affirmatively waived by LKP Global's client
27 Waleed Ashari and LKP Global was aware of the waiver prior to the time it provided the
28 assertion of the privilege. (See Exhibit "4," E-Mail dated January 14, 2016; Exhibit "5,"

Ashari's Express Waiver of Attorney-Client Privilege). Clearly, Mr. Ashari's express waiver constitutes consent to the disclosure of attorney-client communications, in addition to the fact that he has testified regarding privileged communications and responded to discovery regarding privileged communications. (Exhibit "6" Ashari's Discovery Responses). Thus, the privilege has been waived.

At issue here with respect to Defendant's responses to the Form Interrogatories is the response to Form Interrogatory 17.1, which requires the responding party to provide 1) the facts upon which the response to the particular request for admission is based, 2) the contact information for persons with knowledge of those facts, and 3) documents supporting the responding party's response to requests for admission. Defendant's response to Form Interrogatory 17.1 is insufficient, as explained in detail below and in the concurrently filed Statement of Interrogatories and Responses in Dispute.

In responding to Form Interrogatory 17.1 with respect to Requests for Admission ("RFAs") Nos. 2, 3, 7, 12 and 13, Defendant refused to provide the factual basis for its response to the RFAs on the grounds of attorney-client privilege and refused to identify what privileged documents are supportive of its response. (Subsections (b) and (d)). Defendant claimed its client has no "non-privileged responsive documents," and that Mr. Ashari's waiver of the attorney-client privilege needs to be confirmed and verified before it produces documents. Plaintiff's counsel had provided defense counsel, however, with Mr. Ashari's express waiver, which defense counsel presumably failed to confirm and verify before responding to the discovery. The unjustified delay in confirming and verifying the waiver, however, does not satisfy Defendant's discovery obligations and is clearly designed to avoid providing a response that will negatively affect Defendant. Further responses to Form Interrogatory 17.1 for these RFAs are necessary. (Decl. Harter, ¶¶ 9-10.)

Further, the Defendant provided an evasive response to subsection (d) and failed to identify document or state the name, address, and telephone number of the person who has each document or thing that supports the denial. The answer response provided only states that Defendant has no non-privileged responsive documents in its possession custody or control.

1 None of the documents were identified and no information was provided as to whose has
2 possession of those documents. Hence, a further response should be required.

3 **C. The Imposition of Sanctions against Defendant and Its Counsel Is**
4 **Warranted**

5 Code of Civil Procedure section 2023.010 defines discovery misuse as follows:

6 Misuses of the discovery processes include, but are not limited to
7 the following: . . .

8 (c) Employing a discovery method in a manner or to an extent that
9 causes unwarranted annoyance, embarrassment, or oppression, or
10 undue burden expense.

11 (d) Failing to respond or to submit to an authorized method of
12 discovery.

13 (e) Making, without substantial justification, an unmeritorious
14 objection to discovery.

15 (f) Making an evasive response to discovery.

16 Code of Civil Procedure section 2023.030 states, in pertinent part:

17 To the extent authorized by the chapter governing any particular
18 discovery method or any other provision of this title, the Court,
19 after notice to any affected party, person or attorney, and after
20 opportunity for hearing, may impose the following sanctions
21 against any one engaging in conduct that is a misuse of the
22 discovery process:

23 (a) The Court may impose a monetary sanction ordering that (1)
24 *engaging in the misuse of the discovery process*, or any attorney
25 advising that conduct, or both, pay the reasonable expenses,
26 including attorneys' fees, incurred by anyone as a result of that
27 conduct. (Emphasis added.)

28 Moreover, Code of Civil Procedure section 2030.300(d) requires a court to impose a
monetary sanction "against any party, person, or attorney who unsuccessfully makes or opposes
a motion to compel further response" to a discovery request unless it finds that the one subject to
the sanction acted with substantial justification or that other circumstances make the imposition
of the sanction unjust.

In this case, Defendant's responses to the interrogatories at issue were made in bad faith
when it objected on the grounds of the attorney-client privilege after being provided with an

1 express waiver of that privilege. Plaintiff's counsel purposely addressed this issue before
2 responses were due so as to avoid this very situation. Plaintiff has made repeated efforts to
3 discuss the objections raised by Defendant, but Defendant has instead delayed providing a
4 substantive response and demanded the execution of a protective order in order for documents to
5 be produced.

6 The discovery propounded on Defendant were authorized methods of discovery, and is
7 and its counsel's actions in failing to provide proper responses constitute a misuse of the
8 discovery process, as do the failures to substantively meet and confer. As a result of
9 Defendant's action, Plaintiff has been forced to file the instant motion and incurred substantial
10 attorney's fees in doing so. Based on Defendant's bad faith actions, sanctions in the amount of
11 \$4,540. (Decl. Harter ¶¶ 17-19).

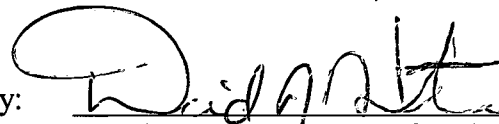
12 **3. CONCLUSION**

13 For the foregoing reasons, Plaintiff George Sharp respectfully requests that the Court
14 order Defendant LKP Global Law, LLP to provide complete substantive responses to the Form
15 Interrogatories and Special Interrogatories propounded by Plaintiff at issue in this Motion.
16 Plaintiff further requests that the Court impose sanctions against Defendant and its counsel, PB
17 Law Group, LLP, in the amount of \$4,540.

18 Dated: April 25, 2016

Law Offices of David J. Harter, APC

19
20 By:



David J. Harter, Attorney for Plaintiff
George Sharp

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

2

3
4
5
6
7

8
9
0

- 1
- 2
- 3

4
5
6
7
8
9
20

21
22
23
24
25
26
27
28

1 defense counsel. Attached as Exhibit "5" is a true and correct copy of the express waiver of
2 attorney client privileged by Waleed Ashari. I obtained this waiver from Waleed Ashari's
3 bankruptcy attorney John Combs. During the process of meeting and conferring regarding this
4 discovery, I informed Jody Borrelli (counsel for LKP Global Law, LLP) that the waiver was
5 obtained from Mr. Ashari's bankruptcy attorney.

6 6. Attached hereto as Exhibit "6," is the written discovery responses of Waleed
7 Ashari in his bankruptcy proceeding. These responses were produced by our office to Defense
8 counsel in response to LKP Global Law, LLP's discovery request on or about October 26, 2015.

9 7. On January 15, 2016, Jody Borrelli – counsel for LKP Global Law, LLP,
10 responded to my January 14, 2016 e-mail about the waiver of the attorney-client privilege by
11 Waleed Ashari. A true and correct copy of that e-mail response is attached hereto as Exhibit "7."

12 8. On January 21, 2016, Defendant served its responses to the discovery propounded
13 on December 14, 2016 which included its responses to Form Interrogatories, Set One.

14 Defendant objected to several of the Form Interrogatories on the grounds of the attorney-client
15 privilege. As discussed above, though, Mr. Ashari executed an express waiver of the attorney-
16 client privilege prior to Defendant's discovery responses, making this objection meritless.

17 Attached as Exhibit "8" is a true and correct copy of Defendant's responses to the Form
18 Interrogatories, Set One.

19 9. On February 18, 2016, I sent defense counsel a "meet and confer" letter regarding
20 the attorney-client privilege objections, as well as other objections raised. I noted that the
21 attorney-client privilege is waived when the client has consented to such disclosure. I further
22 noted that "Mr. Ashari's express waiver constitutes consent to the disclosure of attorney-client
23 communications, in addition to the fact that he has testified regarding privileged communications
24 and responded to discovery regarding privileged communications. Thus, the privilege has been
25 waived." Attached as Exhibit "9" is a true and correct copy of the letter sent to defense counsel.

26 10. On February 22, 2016, defense counsel requested more time to respond to the
27 meet and confer letter and advised that they were "gathering documents responsive to the
28 pending requests for production, and [were] aiming to make that production by the end of this

1 week," i.e., February 26, 2016. Attached as Exhibit "10" is a true and correct copy of the email
2 received from defense counsel.

3 11. Defense counsel, however, did not produce responsive documents by the end of
4 the week as indicated in the February 26, 2016 e-mail. Instead, on March 4, 2016, defense
5 counsel emailed me, but did not have a substantive response to the meet and confer letter.
6 Defense counsel claimed they needed "to have a protective order signed and in place as a prelude
7 to production." In response, I advised that Plaintiff is not agreeable to a protective order, nor is
8 one needed. I further advised that the issue of a protective order should have been raised and
9 addressed prior to Defendant's discovery responses, not "after the fact." However, I offered to
10 consider a protective order with specifically identified documents subject to that protective order,
11 but a protective order that allowed for a unilateral designation of documents as confidential
12 would lead to additional hearings and court intervention. Attached as Exhibit "11" is a true and
13 correct copy of the email exchange with defense counsel.

14 12. On March 14, 2016, I again emailed defense counsel asking for a substantive
15 response so that the issue could be resolved without the need for a motion to compel further
16 responses, and requested a two-week extension on the deadline to file motions to compel in order
17 to discuss the matter. Defense counsel provided a thirty-day extension, but insisted that a
18 protective order was necessary. Because defense counsel has failed to substantively respond to
19 Plaintiff's meet and confer letter, and refuses to provide documents absent the execution of an
20 untimely protective order, a motion to compel further responses was necessary. Attached as
21 Exhibit "12" is a true and correct copy of the email chain. Defendant eventually produced some
22 documents, but none of those documents contained attorney-client privileged documents.
23 Instead, most of the documents were court filings, communications between other people (as
24 opposed to Mr. Ashari and Defendant), web printouts, business entity information, and
25 background searches of Plaintiff. They were not produced in any ascertainable order and
26 nothing was provided indicating which documents pertained to specific requests for production
27 of documents.

1 13. An additional two week extension on this motion to compel was provided on
2 April 11, 2016 and additional efforts were made to meet and confer including a telephonic
3 conference. However, no further progress was made in resolving these issues.

4 14. Attached hereto as Exhibit "13," are true and correct copies of the responses to
5 Requests for Admissions from LKP Global Law, LLP.

6 15. Attached hereto as Exhibit "14," is a true and correct copy of the State Bar of
7 California certification that no records exist related to LKP Global Law, LLP.


8 16. Attached hereto as Exhibit "15," is a true and correct copy of the Declaration of
9 Michelle McCliman which was attached to the Motion to Compel Further Responses to Request
10 for Production and the referenced Exhibit 15 in that declaration.

11 17. I attended law school at Duke University School of Law and graduated Order of
12 the Coif. I was admitted to practice law in California in 1992 and have been continuously
13 practicing law in California since that time. My practice has had a primary focus of business
14 litigation during my entire career. In 1996, I became one of the founding partners in the Smith,
15 Smith & Harter, LLP and acted as the managing partner and supervising partner over all the
16 business litigation files in the office. There were nine (9) attorneys working for Smith, Smith &
17 Harter at one time. I have been a barrister in the Robert A. Banyard Inns of Court since 1996
18 and have supervised and litigated over 300 business litigation files in my career.

19 18. My standard hourly rate for business litigation cases is currently between \$400 to
20 \$485 per hour depending on the complexities and type of litigation involve. I have analyzed a
21 variety of rates charged by attorneys in Southern California and Los Angeles County. I have
22 found that the hourly rates of business litigators with my level of background and experience for
23 non-contingent fee matters range from \$350 to \$675 per hour. Therefore, I believe that an hourly
24 rate of \$400 fits within the ranges of reasonable and customary hourly rates charged by attorneys
25 with similar qualifications in the Southern California and Los Angeles County legal community.
26 I believe that the rate of \$400 per hour is in line with the prevailing rate in the community for the
27 services being provided.
28

19. The total time expended to prepare this motion to compel further responses and the separate statement was 4.2 hours. In addition, I anticipate receiving an opposition and needing to prepare a reply. I anticipate this will take 4.0 hours of time. In addition, I anticipate expending 3.0 hours preparing for and attending the hearing on this motion. Hence, the total hours expended in connection with this motion to compel further responses totals 11.8 hours. Using the \$400 per hour rate, the reasonable attorney's fees incurred in connection with this motion totals \$4,480. Finally, I advanced the \$60 filing fee for this motion, bringing the total of the reasonable fees and costs to \$4,540.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed on April 25, 2016 in Santa Ana, California.


David J. Harter

04/28/2016

U.S. SECURITIES AND EXCHANGE COMMISSION
Washington D.C.

SECURITIES EXCHANGE ACT OF 1934
Release No. 73208 / September 25, 2014

The U.S. Securities and Exchange Commission (Commission) announced the temporary suspension of trading in the securities of the following issuers, commencing at 9:30 a.m. EDT on September 25, 2014, and terminating at 11:59 p.m. EDT on October 8, 2014:

- All Grade Mining, Inc. (HYII)
- Bluforest, Inc. (BLUF)
- DHS Holding Co. (DHSM)
- Essential Innovations Technology Corp. (ESIV)
- Global Green Inc. (GOGC)
- Inova Technology, Inc. (INVA)
- mLight Tech, Inc. (MLGT)
- Solar Thin Films, Inc. (SLTZ)
- Xumanii International Holdings Corp. (XUII)

The Commission temporarily suspended trading in the securities of the foregoing companies because of questions regarding the adequacy and accuracy of information about the companies. The order was entered pursuant to Section 12(k) of the Securities Exchange Act of 1934 (Exchange Act).

The Commission cautions brokers, dealers, shareholders, and prospective purchasers that they should carefully consider the foregoing information along with all other currently available information and any information subsequently issued by these companies.

Brokers and dealers should be alert to the fact that, pursuant to Rule 15c2-11 under the Exchange Act, at the termination of the trading suspensions, no quotation may be entered relating to the securities of the subject companies unless and until they have strictly complied with all of the provisions of the rule. If any broker or dealer is uncertain as to what is required by the rule, it should refrain from entering quotations relating to the securities of these companies that have been subject to trading suspensions until such time as it has familiarized itself with the rule and is certain that all of its provisions have been met. Any broker or dealer with questions regarding the rule should contact the staff in the Division of Trading and Markets, Office of Interpretation and Guidance, at (202) 551-5777. If any broker or dealer enters any quotation that is in violation of the rule, the Commission will consider the need for prompt enforcement action.

The Commission acknowledges FINRA's assistance in this matter.

If any broker, dealer or other person has any information that may relate to this matter, they should immediately contact:

04/28/2016

E /

Sharp 001703

In connection with All Grade Mining, Inc., DHS Holding Co., Global Green Inc., and mLight Tech, Inc.:

Glenn S. Gordon, (305) 982-6360 or gordong@sec.gov
Associate Regional Director, Miami Regional Office

Elisha L. Frank, (305) 982-6392 or franke@sec.gov
Assistant Regional Director, Miami Regional Office

In connection with Bluforest, Inc.:

Karen L. Martinez, (801) 524-5799 or martinezk@sec.gov
Regional Director, Salt Lake Regional Office

In connection with Essential Innovations Technology Corp. and Solar Thin Films, Inc.:

Lorraine B. Echavarria, (323) 965-3914 or echavarrial@sec.gov
Associate Regional Director, Los Angeles Regional Office

Spencer E. Bendell, (323) 965-3833 or bendells@sec.gov
Assistant Regional Director, Los Angeles Regional Office

Robert H. Conrad, (323) 965-4508 or conrradr@sec.gov
Assistant Regional Director, Los Angeles Regional Office

In connection with Inova Technology, Inc. and Xumanii International Holdings Corp.:

Thomas J. Krysa, (303) 844-1118 or krysat@sec.gov
Associate Regional Director, Denver Regional Office

Kurt L. Gottschall, (303) 844-1119 or gottschallk@sec.gov
Assistant Regional Director, Denver Regional Office

04/28/2016

Sharp 001704

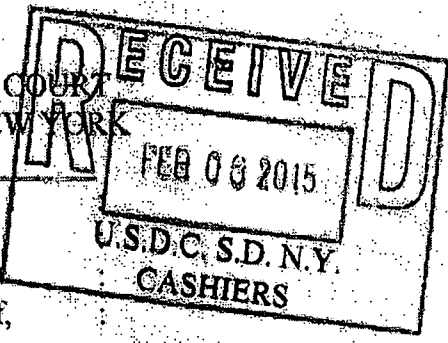
04/28/2016

RECEIVED

15 CV 00394

RICHARD E. SIMPSON
A. DAVID WILLIAMS
ERNESTO G. AMPARO
SECURITIES AND EXCHANGE COMMISSION
100 F Street, N.E.
Washington, D.C. 20549
(202) 551-4492 (Simpson)
simpsonr@sec.gov

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Civ. No.

CALEDONIAN BANK LTD.,
CALEDONIAN SECURITIES LTD.,
CLEAR WATER SECURITIES, INC.,
LEGACY GLOBAL MARKETS S.A., and
VERDMONT CAPITAL, S.A.

Defendants

**COMPLAINT FOR INJUNCTIVE RELIEF, DISGORGEMENT,
PENALTIES AND OTHER RELIEF FOR VIOLATIONS
OF THE FEDERAL SECURITIES LAWS
AND JURY DEMAND**

Plaintiff Securities and Exchange Commission alleges as follows against the Defendants
named above:

1. This case arises from unregistered distributions of penny stocks of four companies.
Each of the unregistered distributions took place through virtually the same pattern. The issuers
first filed with the Commission bogus registration statements on Form S-1 that purported to
register securities to public shareholders when, in fact, no *bona fide* sales occurred because the

04/28/2015

E2

Sharp 000201

securities purportedly sold remained in the control of the issuers and their affiliates. In the sham offerings, the issuers pretended to sell securities to shareholders in such places as Serbia, Mexico, Ireland, Norway, Panama and Jamaica. These restricted securities were passed off as "free trading" stock (ostensibly unrestricted stock held by shareholders not affiliated with the issuers), and the stock certificates were subsequently transferred, without restrictive legends, to Defendants Caledonian Bank Ltd., Caledonian Securities Ltd. (collectively, "Caledonian"), Clear Water Securities, Inc., Legacy Global Markets S.A. and Vermont Capital, S.A. (collectively, with Caledonian, the "Defendants"). The Defendants deposited the stock into brokerage accounts in the United States and sold the stock to the public. In doing so, the Defendants violated Section 5(a) and (c) of the Securities Act of 1933 (the "Securities Act") [15 U.S.C. § 77e(a) & (c)] by offering and selling securities in the United States without registration statements being in effect for their offers and sales. The Defendants operated as affiliates, dealers, sales outlets and underwriters by offering and selling the penny stocks. These violations were committed in connection with four shell companies – Swingplane Ventures, Inc., Goff Corp., Norstra Energy Inc., and Xumanii, Inc. And these violations occurred simultaneously with aggressive and extensive promotion campaigns for the penny stocks of those shell companies. The Defendants' unregistered sales of securities generated more than \$75 million in proceeds on penny stocks that were virtually worthless and whose prices fell to their former token levels within months of the Defendants' sales.

2. The Commission seeks a judgment from the Court: (a) finding that the Defendants violated Section 5(a) and (c) of the Securities Act; (b) permanently enjoining the Defendants from violating Section 5(a) and (c); (c) permanently prohibiting the Defendants from participating in an offering of penny stock pursuant to Section 20(g) of the Securities Act [15

04/28/2015

U.S.C. § 77t(g)]; (d) ordering the Defendants to disgorge the sale proceeds and other ill-gotten gains that they obtained from offering and selling the securities of Swingplane, Goff, Norstra and Xumarii, and to pay prejudgment interest thereon; (e) requiring the Defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)]; and (f) granting such further equitable relief as may be appropriate or necessary for the benefit of investors.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this civil enforcement action pursuant to Section 20(b) and (c) and Section 22(a) and (c) of the Securities Act [15 U.S.C. §§ 77t(b) & (c), 77v(a) & (c)]. The Defendants made use of the means and instruments of interstate commerce in connection with their acts, transactions, practices and courses of business alleged in this Complaint. The Defendants engaged in conduct within the United States constituting a significant step in furtherance of their violations, and the Defendants engaged in conduct outside the United States that had a foreseeable substantial effect within the United States.

4. Venue lies in the Southern District of New York pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)] because certain of the acts, practices and courses of business constituting the violations described in this Complaint occurred in this District.

THE PARTIES

5. The plaintiff is the Securities and Exchange Commission, which brings this action pursuant to the authority conferred on it by Section 20(b) and (c) of the Securities Act [15 U.S.C. § 77t(b) & (c)].

04/28/2015

6. Defendant Caledonian Bank Ltd. ("Caledonian Bank") is a foreign bank that provides banking, custody, fiduciary, trade execution and trust services. Its headquarters is in the Cayman Islands.

7. Defendant Caledonian Securities Ltd. ("Caledonian Securities") is a foreign broker-dealer and custodian that provides trade execution services. Its headquarters is in the Cayman Islands.

8. Defendant Clear Water Securities, Inc. ("Clear Water") purports to be a foreign broker-dealer and investment management and advisory firm. Its headquarters is in Belize.

9. Defendant Legacy Global Markets S.A. ("Legacy Global") purports to be a foreign broker-dealer and investment management and advisory firm. On September 15, 2014, the International Financial Services Commission in Belize suspended Legacy Global's license as a broker-dealer. Legacy Global's headquarters is in Belize.

10. Defendant Vermont Capital, S.A. ("Vermont") is a foreign broker-dealer and investment management and advisory firm. Its headquarters is in Panama.

FACTS

I. BACKGROUND.

11. A company may only sell stock if it: (a) registers the stock pursuant to a valid registration statement that applies to that specific offering of stock; or (b) sells the stock in a transaction that is specifically exempt from the registration requirement of Section 5 of the Securities Act. In this circumstance, the company is deemed the issuer of the stock.

12. To ensure compliance with Section 5, stock sold by the issuer in an unregistered transaction pursuant to an exemption is not freely transferable, and the stock certificate carries a

04/28/2016

restrictive legend that prohibits the stock from being further sold to the public unless and until the registration requirement of Section 5 is met.

13. The restrictive legend may be removed only by a transfer agent. Section 3(a)(25) of the Securities Exchange Act of 1934 [15 U.S.C. § 78c(a)(25)] defines a transfer agent as any person who, on behalf of an issuer of securities, performs certain acts, including countersigning securities upon issuance, registering the transfer of such securities, and exchanging or converting such securities.

14. The transfer of certificated shares of stock are supposed to be effected by the presentation of a stock power endorsed and signed by the transferring shareholder authorizing the transfer of the stock, with the shareholder's endorsement authenticated by a medallion guarantee stamped onto the stock power by a participating financial institution. The financial institution stamps the medallion guarantee onto the stock power when the transferring shareholder appears personally and endorses the stock power in the presence of an employee of the financial institution.

II. THE DEFENDANTS OFFERED AND SOLD SWINGPLANE SECURITIES WITHOUT A REGISTRATION STATEMENT BEING IN EFFECT FOR THEIR OFFERS AND SALES.

15. Swingplane Ventures, Inc., incorporated in the State of Nevada, was a shell company with little or no assets and no operations or revenue. Because it traded at prices less than \$5.00 per share, Swingplane stock was a penny stock. On August 8, 2010, Swingplane filed with the Commission a Form S-1 registration statement for a self-underwritten initial public offering of 3,500,000 shares of common stock at a price of \$0.01 per share, which would raise \$35,000 exclusive of costs and fees.

04/28/2016

16. In the Form S-1, Swingplane represented that its business plan was "selling men's and women's golf apparel." However, the company "has not commenced its planned principal operations." The Chief Executive Officer, Matthew Diehl, was "an avid fashion enthusiast" but had no prior experience running an apparel or golf-related company. Swingplane admitted that it had only \$323 in assets; had no employees other than Diehl (who "does not have extensive experience in a public company setting"); had not generated sufficient cash to be profitable; and "[w]e have not sold any clothing to date." Swingplane's corporate headquarters was Diehl's apartment at 220 Summit Boulevard, Unit No. 402, Broomfield, Colorado.

17. In a section of the Form S-1 entitled "Going Concern," Swingplane acknowledged that "[f]or the period ended June 30, 2010, the Company has had no operations" and "has not emerged from the development stage. In view of these matters, the Company's ability to continue as a going concern is dependent upon the Company's ability to begin operations and to achieve a level of profitability."

18. Swingplane's offering of securities expired 180 days after its effective date:

"The offering shall terminate on the earlier of (i) the date when the sale of all 3,500,000 shares is completed or (ii) one hundred and eighty (180) days from the date of this prospectus. Swingplane Ventures, Inc. will not extend the offering period beyond one hundred and eighty (180) days from the effective date of this prospectus."

19. On September 6, 2011 – i.e., one year after the first filing of its Form S-1 – Swingplane represented that it had "raised \$35,000 through the issuance of 3,500,000 shares of common stock to unrelated parties." The "unrelated parties" who bought the Swingplane stock were 35 individuals residing in Serbia or Mexico. The stock certificates issued in the names of these shareholders were "unlegended" – meaning that the certificates did not carry a legend

04/28/2016

preventing the sale of the stock into the public markets. This stock comprised 100 percent of Swingplane's "float," a term used here to denote all stock issued without restrictive legends.

20. Swingplane's initial public offering and the associated Form S-1 were a sham because there was no distribution of the securities issued in the names of the shareholders, and Swingplane and its affiliates retained control of those securities. Six of the Serbian shareholders signed sworn statements averring that they did not receive certificates for the Swingplane stock that they purportedly purchased. For example, according to one of the Serbian shareholders, he "received all the information considering the shares of Swingplane from [an individual by the name of] Fedor Ferenc." "Asked whether he had received a confirmation for the purchase of securities, whether it was sent to him or to anyone else [the shareholder] stated that after the payment he did not receive any documents." The sworn statements of the other Serbian shareholders were the same. The Serbian and Mexican shareholders were nothing more than nominees - i.e., shareholders whose names were used to create the illusion of a public offering pursuant to a valid registration statement when, in reality, the stock did not leave the control or custody of the issuer and its affiliates.

21. Diehl and Fedor Ferenc worked together to obtain subscription agreements for Swingplane stock from the Serbian shareholders. Ferenc collected the subscription agreements and the shareholders' passports and emailed them in pdf form to Diehl. Diehl emailed them to Swingplane's escrow agent - the Seminole, Florida law office of Clifford J. Hunt.

22. To sell securities into the public markets, Swingplane needed to have a transfer agent issue the securities without restrictive legends.

23. Emails exchanged between Diehl, Swingplane's transfer agent, Michael Adamo of New York Stock Transfer, and a lawyer representing Diehl and Swingplane by the name of Luis

04/28/2016

Carrillo, demonstrate that the stock certificates issued in the names of the Serbian and Mexican shareholders remained in the control of Diehl. In an email dated September 12, 2011, Diehl directed Adamo to send the stock certificates -- not to the Serbian and Mexican shareholders -- but to Carrillo. On September 20, 2011, Adamo told Carrillo to "be on the look-out for the IPO Swingplane Ventures, Inc. certificates filed under their S1; SEC File#333168912" and to "please keep in safe & secure place due to the expensive replacement costs and foreign holder entity." A week later, Diehl informed Adamo that "Luis has the certs and all is good." Six months after that, Adamo asked Diehl, "can you get the certs Fed Ex'd back to me?" To which Diehl replied, "I'll request the certs for you." Adamo then requested that Diehl "keep me posted with the Fed Ex tracking number. Thanks."

24. On September 6, 2012 -- i.e., one year after representing that it had sold Swingplane stock to the nominee Serbian and Mexican shareholders -- Swingplane filed a Report on Form 8-K announcing a change-of-control transaction, in which an individual by the name of Michael Voyer purportedly bought all of the stock owned by Diehl for \$35,000. The Report on Form 8-K attached a letter from Diehl, dated August 22, 2012, which stated: "I, Matthew Diehl, hereby tender my resignation as President, Secretary, Treasurer and Director of Swingplane Ventures, Inc. effective immediately." Despite this ostensible resignation, Diehl's apartment continued to be Swingplane's corporate headquarters and, as described below, Diehl continued to sign, as President, the company's certificates of board resolutions. For the two years before Diehl's sale of his controlling interest, Swingplane's Reports on Form 10-Q and 10-K did not evidence any activity, operations or transactions in the golf apparel (or any other) business.

04/28/2015

25. On May 11, 2012, Swingplane announced a forward stock split. In other words, every single share ostensibly sold to the nominee Serbian and Mexican shareholders was now 35 shares.

26. After the forward stock split, Philip Thomas Kueber, the CEO and President of Defendant Clear Water, caused the Swingplane stock certificates in the names of the nominee Serbian and Mexican shareholders to be transferred to Defendants Caledonian, Clear Water and Legacy Global. On September 6, 2012 – i.e., the same day as Swingplane's Report on Form 8-K announcing the change in control from Diehl to Voyer – Kueber sent all 35 stock certificates in one batch to the company's new transfer agent, Empire Stock Transfer, for transfer to the Defendants as follows: 42,700,000 shares from certain Serbian shareholders to Caledonian Bank; 43,050,000 shares from certain Mexican shareholders to Clear Water; and 36,750,000 shares from certain Mexican shareholders to Legacy Global.

27. The stock powers that Kueber sent to Empire along with the stock certificates in the names of the nominee Serbian and Mexican shareholders were not endorsed or signed by the shareholders.

28. Nor did the Serbian shareholders consent to the transfer of "their" Swingplane stock. In his sworn statement, one of the Serbian shareholders stated as follows: "Asked if he had sold his Swingplane shares, [the shareholder] stated that he did not." The sworn statements of the other Serbian shareholders were the same.

29. Despite the absence of signed stock powers, Swingplane stepped in and, in board of directors resolutions signed by Diehl (who had resigned three weeks earlier), directed Empire to make the transfers from the Serbian and Mexican shareholders to Caledonian, Clear Water and Legacy Global. The stock certificates issued to the Defendants did not have restrictive legends.

04/28/2016

30. The Defendants transferred the Swingplane stock certificates into their United States brokerage accounts. Empire sent the Swingplane stock certificates for 42,700,000 shares in the name of Caledonian Bank by Federal Express to Caledonian Bank in the Cayman Islands. Caledonian Bank sent the stock certificates to RBC Investor Services Trust in Toronto, Canada. RBC Investor Services sent the stock certificates to BNY Mellon in New York, New York with directions to "deposit to DTC in A/A 298307, institution #53372." BNY Mellon deposited the stock certificates into the Depository Trust Corporation ("DTC"), with BNY Mellon acting as custodian of account number 298307, a custodial omnibus account in the name of RBC Investor Services at BNY Mellon. The Swingplane stock was held for the benefit of Caledonian Bank at BNY Mellon.

31. Whenever BNY Mellon received stock certificates from RBC Investor Services -- *i.e.*, in the instance described above with respect to Swingplane and in the several instances described below with respect to Goff, Norstra and Xumanii -- BNY Mellon deposited the stock certificates into DTC where they were converted into stock held in street name and became transferable electronically by book entry. This conversion made the stock easier to sell into the public markets.

32. Empire sent the Swingplane stock certificates issued in the names of Clear Water (43,050,000 shares) and Legacy Global (36,750,000 shares) by Federal Express to Scottsdale Capital Advisors, an introducing broker-dealer in Scottsdale, Arizona. Scottsdale Capital Advisors deposited the stock certificates into brokerage accounts for the benefit of Clear Water and Legacy Global at Alpine Securities Corporation, a clearing broker-dealer in Salt Lake City, Utah. Kueber had trading authority over the Clear Water and Legacy Global accounts at Scottsdale Capital Advisors.

04/28/2016

33. On September 13, 2012, Empire sent an email to Diehl and Kueber informing them that the transfers to Caledonian, Clear Water and Legacy Global had been completed: "Your transfer is complete and being sent as directed, attached are copies of the certificates and FEDEX waybills for your records."

34. On October 15, 2012 Swingplane filed a Report on Form 8-K announcing a significant change from its purported golf apparel business:

"On October 15, 2012 Swingplane Ventures Inc. . . . entered into an assignment agreement with Mid Americas Corp. . . . Under the terms of the assignment agreement the Company will be assigned all of the rights under an option agreement between Mid Americas Corp and Gunter and Else Durate Horta . . . whereby Mid Americas has the rights to acquire 75% of certain mining concessions in Chile."

This change in business from golf apparel to Chilean mining was accompanied by a reverse merger in which Swingplane agreed to "issue a total of 300,000,000 shares of its common stock to Mid Americas or its directed assignees."

35. Three months later, Swingplane issued a series of press releases creating the public impression that it was immediately and actively engaged in copper mining exploration in the "Algarrobo Property" in Chile. For example:

- On January 24, 2013, Swingplane announced its belief that the Algarrobo Property "represents significant potential to further develop current, near surface high grade copper +/- gold mineralization identified in multiple veins into a larger commercial operation. The Company's mandate is to aggressively pursue: 1) expansion of the existing mineral potential of the Algarrobo Property, and 2) further exploration of the Property to evaluate opportunities for developing short term production capacity having potential for further expansion."
- On January 25, 2013, Swingplane represented that, at the Algarrobo Property, "[h]eavy equipment has exposed high grade copper mineralization immediately below a thin veneer of eolian sand, believed to

04/28/2016

correlate to the workings defining the Descubridora vein. This exposure is actively being developed into a drift at this time."

- On January 30, 2013 Swingplane stated that "Due Diligence property evaluations are interpreted to indicate significant opportunity to further develop the mineral potential of the property and increase current level of development. The Company proposes to increase the current level of development by a series of short term initiatives."
- On January 31, 2013, Swingplane related that five grab samples recovered from the Algarrobo Property "document very high grade copper grades" and, "[i]n addition to high grade copper, the samples retained very anomalous levels of gold."
- On February 6, 2013, Swingplane announced that it was "completing construction of a camp on the Property capable of accommodating 30 people" and which "will be utilized to support exploration of the Property, together with current and future development activity on the Property. . . . The camp is well situated to support current operations and further, planned development in the near future."
- On February 13, 2013, Swingplane represented that "[w]ork on behalf of the company, since February 2012, has emphasized identification of high grade, copper mineralized veins for subsequent development into drifts. To date, a total of five drifts have been developed on the Property."

36. Bolstering Swingplane's press releases were spam emails sent by a foreign stock-touting website by the name of Awesome Penny Stocks "picking" Swingplane as a stock whose price could rise significantly. One of these emails was entitled "Our New Pick is SWVI." ("SWVI" was Swingplane's trading symbol.) The email represented that "[m]any analysts reports [are] stating that SWVI shares to be worth over \$7." A second stated that Swingplane "has had some extremely promising results in terms of the analysis of their samples, and we have seen at least 3 analysts predict trading prices of over \$7 for SWVI." (emphasis original) A follow-up newsletter announced that "SWVI is our monster pick of the month."

37. By March 30, 2013 -- i.e., six weeks after the completion of the stock promotion -- Swingplane and Mid Americas had defaulted on their payment obligations for the purported

04/28/2016

mining concessions on the Algarrobo Property, with the result that those concessions were permanently lost.

38. When the stock promotion began on January 23, 2013, Swingplane spiked to a closing price of \$0.29 per share on a volume of 88,414,000 shares. On February 20, Swingplane closed at a high of \$0.90 per share on a volume of 27,802,300 shares. By May 16, 2013, Swingplane stock had fallen to a price of \$0.04 per share.

39. At the same time as the Swingplane stock promotion, Caledonian, Clear Water and Legacy Global sold the stock that they had transferred into their U.S. brokerage accounts into the public markets. These were the first sales of the stock to the public. Caledonian Bank and Caledonian Securities sold all of their 42,700,000 shares of Swingplane stock for \$14,849,309; Clear Water sold 43,040,000 shares for proceeds of \$7,216,246; and Legacy Global sold all of its 36,750,000 shares for proceeds of \$9,622,722.

40. These three securities distributions of 122,490,000 shares of Swingplane stock generated sale proceeds of \$31,686,926 for Caledonian, Clear Water and Legacy Global. In making these distributions, the Defendants violated Section 5 of the Securities Act. There was no registration statement in effect for the Defendants' offers and sales of Swingplane securities in January through May 2013. And the Defendants used the instruments and means of interstate commerce in offering and selling their Swingplane securities.

**III. THE DEFENDANTS OFFERED AND SOLD GOFF, CORP.
SECURITIES WITHOUT A REGISTRATION STATEMENT
BEING IN EFFECT FOR THEIR OFFERS AND SALES.**

41. The Defendants' distributions of Goff, Corp. securities were effected in a way strikingly similar to the Swingplane distributions. Goff, incorporated in the State of Nevada, was a development stage, start-up company with little or no assets and no operations or revenue.

04/28/2016

Because it traded at prices less than \$5.00 per share, Goff stock was a penny stock. Goff represented that on January 28 and April 5, 2011, the company issued, purportedly pursuant to the foreign offering exemption of Regulation S of the Securities Act, 7,090,000 shares of its common stock in the names of 27 individuals residing in Ireland. These shareholders were business associates, friends and relatives of Goff's sole officers, Gary O'Flynn and Patrick Corkery. Unlike stock certificates issued pursuant to a Form S-1 registration statement, stock certificates issued pursuant to Regulation S contain a restrictive legend.

42. On August 26, 2011 -- i.e., four months after the completion of the Regulation S offering -- Goff filed with the SEC a Form S-1 registration statement for a resale offering by all of the Irish shareholders of all of their 7,090,000 shares of common stock at a price of \$0.01 per share, which would generate \$70,900 for the Irish shareholders. Goff incurred the expenses of preparing and filing the Form S-1 but, because the offering was by shareholders and not the company, Goff did not receive any funds from the offering.

43. In the Form S-1, Goff represented that its business plan was "to provide web-based services that focus around our website that will operate as a link for employers in and individuals seeking employment in the UK and Ireland." However, the company acknowledged that "[w]e have yet to implement our business plan" and that "[a]t our year end . . . we had assets of \$24,759 made up completely of cash and a net loss of (\$4,416)." Goff admitted that "[o]ur two officers and directors, Gary O'Flynn and Patrick Corkery will only be devoting limited time to our operations" and they "do not have experience in the field of job placement services." In the notes to the company's financial statements, the auditors stated that Goff "is in the development stage as defined under ASC 915, Development Stage Enterprises."

04/28/2016

44. The Form S-1 provided that "the selling shareholders may distribute shares to one or more of their nominees" who could, in turn, distribute the shares. But if

"the new shareholders wish to rely on the prospectus to resell these shares, then we must first file a prospectus supplement naming these individuals as selling shareholders and providing the information required concerning the identity of each selling shareholder and his or her relationship to us."

Elsewhere, the Form S-1 stated that "[t]he resale of our common stock must be by way of registration or through reliance upon an exemption from registration."

45. Goff's resale offering and the associated Form S-1 were a sham because there was no distribution of the securities supposedly issued to the shareholders, and Goff and its affiliates retained control of those securities. Empire issued stock certificates in the names of the Irish shareholders without restrictive legends on the purported ground that the underlying stock was registered under the Form S-1. Empire sent the stock certificates -- not to the Irish shareholders -- but to Goff's counsel, Horowitz Cron & Armstrong of Lake Forest, California. Horowitz Cron did not send the stock certificates to the Irish shareholders but, instead, sent them to "Gary O'Flynn, Goff Corp., Unit 9, Noel O'Flynn Commercial Center, Old Mallow Rd., Cork City, Ireland." Thus the unlegended stock certificates, comprising 100 percent of the "float," were in the hands not of the shareholders, but of Goff. Indeed, Empire did not issue the stock certificates in the names of the Irish shareholders until December 23, 2011 -- i.e., four months after the first filing of the Form S-1, in which all of the shareholders were named as the selling shareholders. The Irish shareholders were nothing more than nominees.

46. On September 24, 2012 -- i.e., one year after Goff first filed its Form S-1 -- Celtic Consultants LLC ("Celtic"), a foreign entity with its headquarters in Surrey, British Columbia, sent to Empire Stock Transfer two Goff stock certificates totaling 600,000 shares in the names of

04/28/2015

certain of the Irish shareholders, for transfer to a foreign entity by the name of Lornex Financial Ltd. ("Lornex"), with its headquarters in Nevis, British West Indies, and another foreign entity.

The stock powers that Celtic sent along with the stock certificates were not stamped with medallion guarantees by a financial institution; instead, the shareholders' signatures were "guaranteed" by Goff officer O'Flynn. Despite the absence of medallion guarantees, Goff stepped in and supplied a board of directors resolution, signed by O'Flynn, directing Empire to make the transfers. Empire issued a new stock certificate, without a restrictive legend and in the amount of 560,000 shares, to Lornex as directed by Celtic and Goff. Several weeks later, this stock was deposited into a custodial omnibus account at BNY Mellon for the benefit of Vermont.

47. On January 7, 2013, Philip Thomas Kueber -- i.e., the same Philip Thomas Kueber who participated in the Swingplane distributions -- sent nine Goff stock certificates in one batch to Empire Stock Transfer for transfer to the Defendants as follows: (1) 1,050,000 shares of Goff stock from one of the Irish shareholders to Caledonian Bank; (2) 1,000,000 shares of Goff stock from one of the Irish shareholders to Clear Water; and (3) 870,000 shares of Goff stock from one of the Irish shareholders to Legacy Global. Caledonian, Clear Water and Legacy Global deposited their Goff stock into brokerage accounts in their names at Scottsdale Capitol Advisors in Scottsdale, Arizona.

48. In regard to this transfer, Empire became concerned because it believed that more than 10 percent of Goff's stock would be in the name of Caledonian Bank. To facilitate the transfer, Nathaniel Orr-Depner, the Managing Director of Caledonian Securities, sent an email to Empire on January 15, 2013 describing Caledonian Securities as a licensed broker-dealer and custodian in the Cayman Islands. Orr-Depner told Empire: "Please let me know what other

04/28/2016

information you need to make this happen – along with the ETA.” Empire and Orr-Depner discussed the transfer by telephone the following morning.

49. To cause the transfers to be made, Kueber sent to Empire stock powers ostensibly signed by the Irish shareholders. The signature and medallion guarantee stamps on the stock powers had the identification number of the San Juan Capistrano, California branch of Bank of America. However, no employee or officer at the San Juan Capistrano branch stamped the signature and medallion guarantees onto the stock powers. In fact, the Irish shareholders were not customers of Bank of America. However, Kueber was a customer of Bank of America, and in the past the Bank had stamped signature and medallion guarantees on documents with Kueber’s signature.

50. Similar to the Swingplane stock split, on January 21, 2013, Goff effected a 25-for-1 forward split of its stock, so that Caledonian’s 1,050,000 pre-split shares of Goff stock became 26,250,000 post-split shares; Clear Water’s 1,000,000 pre-split shares of Goff stock became 25,000,000 post-split shares; Legacy Global’s 870,000 pre-split shares of Goff stock became 21,750,000 post-split shares; and Vermont’s 560,000 pre-split shares of Goff stock became 14,000,000 post-split shares.

51. On February 26, 2013, at the request of Kueber, Empire executed a transfer of 8,750,000 post-split shares of Goff stock from one of the nominee Irish shareholders to Caledonian Bank. The stock power that Kueber sent along with the stock certificate was signed – not by the Irish shareholder – but by Kueber. Furthermore, in a memorandum purportedly from him to Empire, the Irish shareholder told Empire to “[p]lease contact me at (213) 369-6575 should you have any questions.” The number (213) 369-6575 was not a telephone number in Ireland, but was Kueber’s telephone number.

04/28/2016

52. On March 5, 2013 – i.e., two months after the initial transfer of Goff stock to Caledonian, Clear Water and Legacy Global -- Goff filed a Report on Form 8-K announcing a change-of-control transaction in which an individual by the name of Warwick Calasse bought all of the stock owned by officers O'Flynn and Corkery for \$25,000. O'Flynn and Corkery resigned, and Calasse was appointed in their stead. Calasse was supposedly qualified to be sole officer and director of Goff because, among other things, "[f]rom 2006 to 2010, Mr. Calasse held various training and management positions with horse farms and stables in the United Kingdom and Zimbabwe." Goff's corporate headquarters moved from Cork, Ireland to Medellin, Colombia. During the tenure of O'Flynn and Corkery, Goff's filings with the Commission did not evidence any activity, operations or transactions in the job placement (or any other) business.

53. The next week, on March 12, 2013, Goff filed a Report on Form 8-K announcing a significant change in business: the company's newly created Nevada shell corporation, Golden Glory Resources Inc. ("Golden Glory Nevada") had entered into an Assignment Agreement with Golden Glory Resources S.A., a Panamanian corporation ("Golden Glory Panama"), by which Golden Glory Nevada "acquired an option to purchase a 100% interest in and to a certain Columbian mining concession known as La Frontera (The Frontier) Project, code number LGC-15011, located in the Aquales region, Caldes Department, Republic of Colombia." The Report on Form 8-K represented that

"we have abandoned our former business plan and entered the business of mineral exploration and are now an exploration stage mining company engaged in the identification, acquisition and exploitation of metals and minerals with a focus on gold and diamond mineralization on La Frontera Property."

04/28/2016

54. Beginning three days after its change of business, Goff issued a series of press releases creating the public impression that it was immediately and actively engaged in gold and diamond exploration in Colombia. For example:

- On March 15, 2013, a Goff press release, entitled "Goff Corp. Subsidiary Golden Glory Resources Acquires 100 Percent Interest in the La Frontera Gold Project in Colombia's Hottest Gold Exploration Region," represented that "[a]pproximately two-thirds of Colombian gold production has been from placer deposits in the Department of Antioquia, which is immediacy [sic] adjacent to and straddles about 30% of the leases where Golden Glory's La Frontera Project is located." Goff stated that "this project is seen to be on the order of six times as large as notable prospects with similar gold type and potential."
- On March 18, 2013, Goff issued a press release entitled "Goff Corporation Has Appointed Experienced Colombian Mining and Explosives Expert Manuel Hernando Serna as a Director of the Board."
- On March 22, 2013, Goff announced that "Golden Glory Resources expects to pursue its exploration program that will employ leading geological consultants and their own geological staff to carry out the program. . . . This first phase exploration is anticipated within 90 days."
- On March 25, 2013, Goff represented that Golden Glory Resources "plans to begin a 5,000-meter diamond drilling program on its La Frontera Gold Project in Department of Caldes, Colombia within 90 days."
- In a press release on March 26, 2013, Goff's sole officer and director, Calasse, stated that "he expects gold's current price level will help fuel the company's efforts to target a bulk tonnage, low-grade type gold and silver project on Golden Glory's leases, and that the time is right for gold in Colombia." Calasse further stated that "[w]e will be the first [on the Project] to explore using the full range of modern gold and silver discovery methods."
- On March 27, 2013, Goff related that "Golden Glory Resources is developing a comprehensive exploration program for its La Frontera Gold Project in Colombia; Phase One groundwork will provide basis for follow-on planned diamond drilling."

55. Bolstering the Goff press releases was a newsletter posted on April 2, 2013 on a stock-touting website by the name of Penny Stock Pillager, which stated:

04/28/2016

"After years of turmoil, the Colombian government is stepping in to help legitimate mining companies pull gold from their resource-rich soil. By grabbing a plot of land directly in the Colombian gold sector, investors in Goff Corporation could be on the verge of true wealth!" (emphasis original)

56. The representations of Goff and Penny Stock Pillager were never supported by audited financial statements evidencing true wealth, gold mining interests, or diamond drilling. On or before March 18, 2013, Goff was required to file a "super" Report on Form 8-K that included all of the information required in a Report on Form 10. The company did not file such a Report on Form 8-K on March 18 or any time thereafter. Goff stopped filing Reports on Forms 10-K and 10-Q at all times after March 18, 2013.

57. There is no trading data available for Goff on March 14, 2013, the day before the company's March 15 press release announcing its mining interest in "Colombia's hottest gold exploration region." On March 18, the first trading day *after* the release, Goff stock spiked to a closing price of \$0.28 per share on a volume of 263,914,096 shares. On April 5, Goff stock closed at a high of \$0.58 per share on a volume of 22,003,500 shares. By June 4, 2013, Goff stock had fallen to a price of \$0.01 per share.

58. Simultaneously with the Goff stock promotion, Caledonian, Clear Water, Legacy Global and Verdmont sold the stock into the public markets. Theirs were the first sales of the stock to the public. Caledonian Bank sold all of its 35,000,000 shares of Goff stock for proceeds of \$6,860,685; Clear Water sold all of its 25,000,000 shares for proceeds of \$4,226,689; Legacy Global sold all of its 21,750,000 shares for proceeds of \$3,293,816; and Verdmont sold all of its 14,000,000 shares for proceeds of \$3,526,354.

59. These sales of 95,750,000 shares of Goff stock generated proceeds of \$17,907,546 for Caledonian, Clear Water, Legacy Global and Verdmont. In making these distributions, the

Defendants violated Section 5 of the Securities Act. There was no registration statement in effect for the Defendants' offers and sales of Goff securities. And the Defendants used the instruments and means of interstate commerce in offering and selling their Goff securities.

**IV. THE DEFENDANTS OFFERED AND SOLD NORSTRA
SECURITIES WITHOUT A REGISTRATION STATEMENT
BEING IN EFFECT FOR THEIR OFFERS AND SALES.**

60. Caledonian's and Vermont's distributions of Norstra Energy Inc. securities were effected in a way strikingly similar to the Swingplane and Goff distributions. Norstra, incorporated in the State of Nevada, purported to be an exploration stage company but had little or no assets and no operations or revenues. Because it traded at prices less than \$5.00 per share, Norstra stock was a penny stock. On April 30, 2012, Norstra filed with the SEC a Form S-1 registration statement for a self-underwritten initial public offering of 60,000,000 shares of its common stock at a price of \$0.001 per share, which would raise \$60,000 exclusive of costs and fees.

61. In the Form S-1, Norstra represented that its business plan was "engaging in the exploration and development of oil and gas properties." However, the company did not "generate any revenues from our operations" and "had cash in the amount of \$177, and liabilities of \$4,392 for a working capital of \$ (4,215)." The sole officer of Norstra was an individual by the name of Dallas Kerkenezov, whose qualifications for heading up this oil and gas exploration company included working three summers in the Yukon "helping run staking and drilling" for various mineral exploration companies" and working for six years "as a carpenter with Byggefirma Tunge AS," a contractor in Randaberg, Norway. Norstra purportedly owned a 100 percent working interest in "approximately 40 acres of oil and gas exploration land in Reno

04/28/2015

County, Kansas," for which it paid \$15,000. This working interest was not recorded in Reno County property records, and Norstra did not report having operations on this property.

62. Norstra's offering of securities expired 90 days after its effective date:

"This offering will terminate upon the earlier to occur of (i) 90 days after this registration statement becomes effective with the Securities and Exchange Commission, or (ii) the date on which all 60,000,000 shares registered hereunder have been sold. We may, at our discretion, extend the offering for an additional 90 days. In any event, the offering will end within 180 days of this Registration Statement being declared effective."

63. Norstra represented in subsequent filings with the Commission that, in the initial public offering, the company sold 33,250,000 shares of common stock for proceeds of \$33,250. However, Norstra's initial public offering and the associated Form S-1 were a sham because there was no distribution of the securities supposedly issued to the shareholders, and Norstra and its affiliates retained control of those securities. On September 7, 2012, Norstra's transfer agent, Empire Stock Transfer -- i.e., the same Empire Stock Transfer that participated in the Swingplane and Goff distributions -- issued 25 unlegended stock certificates in the names of nine individuals residing in Norway and sixteen individuals in Panama. But instead of sending the stock certificates to the Norwegian and Panamanian shareholders, Empire sent them to "Norstra Energy Inc., Madlasto 11, Stavanger, Hafslund 4045, Norway," which was the address of Norstra's sole officer, Dallas Kerkenezov. The shareholders were nothing more than nominees. The stock comprised 100 percent of Norstra's "float."

64. On February 5, 2013, Celtic Consultants -- i.e., the same Celtic Consultants that participated in the Goff distributions -- directed the transfer of 3,687,000 shares of Norstra stock from three of the Norwegian and Panamanian shareholders to Lornex Financial -- i.e., the same Lornex Financial that participated in the Goff distributions -- and another foreign entity. The

04/28/2016

stock power that Celtic sent along with the stock certificate in the name of the Norwegian shareholder was not stamped with a medallion guarantee by a financial institution; instead, the shareholder's signature was "guaranteed" by what appears to be Kerkenezov's signature. The two stock powers signed by the Panamanian shareholders were notarized by a notary public in Panama. Despite the absence of medallion guarantees by a financial institution, Norstra stepped in and, in a board of directors resolution signed by Kerkenezov, directed Empire to make the transfer from the Norwegian and Panamanian shareholders to Lornex. The Norwegian shareholder's stock power purportedly signed in Norway, the notarizations of the Panamanian shareholders' stock powers effected in Panama, Kerkenezov's board resolution signed in Norway, and Celtic's FedEx label to Empire from Surrey, British Columbia, were all implausibly dated the same day – February 5, 2013.

65. The Norstra stock transferred to Lornex followed a circuitous route through several foreign entities to end up for the benefit of Verdmont. On March 4, 2013 – i.e., one month after receiving the Norstra stock – Lornex transferred 1,857,000 shares of the stock to Jackson Bennett LLC, a foreign entity with its headquarters in Nevis. Jackson Bennett transferred these shares to Tamarind Investments, a foreign entity with its headquarters in Samoa. Tamarind Investments transferred the shares to Bartlett Trading, a foreign entity with its headquarters in Samoa. On May 31, 2013, the shares were deposited into the custodial omnibus account at BNY Mellon for the benefit of Verdmont.

66. Similarly, on March 28, 2013, 1,850,000 Norstra shares in the name of Bartlett Trading, 1,840,000 Norstra shares in the name of Lornex, and 1,840,000 Norstra shares in the name of Nautilus Growth Fund, Inc., a hedge fund with its headquarters in the Cayman Islands, were deposited into the custodial omnibus account at BNY Mellon and held for the benefit of

04/28/2016

Verdmont. In May 2013, an additional 1,000,000 shares of Norstra stock from Nautilus Growth Fund, and 1,315,000 shares of Norstra from Maripose Acosados S.A., a foreign entity with its headquarters in Belize, were deposited into BNY Mellon for the benefit of Verdmont. These deposits add up to 9,702,000 shares of Norstra stock for the benefit of Verdmont.

67. On March 5, 2013, Norstra filed a Report on Form 8-K announcing that "Dallas Kerkenezov resigned as president, chief executive officer, secretary, treasurer and director of our company." Glen Landry, purportedly "an independent exploration geologist," became Norstra's new CEO, President, Secretary, Treasurer and Director. During Kerkenezov's tenure, Norstra's filings with the Commission did not evidence any activity, operations or transaction in the oil and gas (or any other) business.

68. A week later, on March 12, 2013, Norstra announced in a Report on Form 8-K that it had "entered into a farmout agreement with Summit West Oil, LLC . . . for approximately 10,000 acres of oil and gas exploration property in northwest Montana . . . and known as the South Sun River Bakken Prospect." As a condition precedent to obtaining an ownership interest in the property, Norstra was required to make oil and gas exploration expenditures of more than \$15,000,000 over the next eighteen months. Norstra had \$106,050 in current assets -- 0.7 percent of the \$15,000,000 needed.

69. Two weeks later, on March 25, 2013, Celtic sent to Empire a Norstra stock certificate for 2,000,000 shares of stock in the name of one of the nominee Norwegian shareholders for transfer to Caledonian Bank. The stock power that Celtic sent along with the stock certificate was not stamped with a medallion guarantee by a financial institution; instead, the shareholder's signature was "guaranteed" by a signature that appears to be Kerkenezov's. Despite the absence of a medallion guarantee, Norstra stepped in and, in a board of directors resolution signed by

04/28/2016

Kerkenezov (even though he had resigned from Norstra three weeks earlier), directed Empire to make the transfer from the Norwegian shareholder to Caledonian Bank. Celtic instructed Empire to send the new stock certificates in the name of Caledonian to Legacy Global in Belize.

70. Shortly after its March 12, 2013 Report on Form 8-K announcing the South Sun River farmout agreement, Norstra issued a series of press releases creating the public impression that it was immediately and actively engaged in oil and gas exploration in Montana. For example:

- On March 18, 2013, in a press release entitled "Norstra Enters Bakken Oil Boom," Norstra announced that the "South Sun River Prospect was identified by the Company's management as an excellent target for a Bakken well."
- On April 1, 2013, Norstra represented that CEO Landry "is in the process of assembling the technical team right now and the group will start confirming the first drill location based on the available geological and seismic data." According to Landry, "[t]he Bakken is a uniform deposit and our initial review of the work that myself, as well as others, did in the 1980s shows that the South Sun River Prospect could have just as much potential as the rest of the Bakken in eastern Montana."
- On April 22, 2013, Norstra reported that the company's "management and technical team met with the company's operator to review current operations and establish detailed guidelines for the planned drilling program on the South Sun River Project."
- On May 20, 2013, Landry stated in a Norstra press release that "we received the first seismic interpretation from our geophysical team in Denver and are reviewing the proposed first drill location internally. Once we have evaluated and cross-referenced the proposed location with the actual surface conditions for the drilling operations we will send our surveying team out to stake the location and design the drilling pad."
- On May 28, 2013, Norstra related that "its geological team has identified the first drill location on the Company's South Sun River Bakken Prospect."
- On June 8, 2013, Norstra announced "that it has appointed an operator for the South Sun River Project in Montana."

04/28/2016

71. Bolstering the Norstra press releases was a newsletter sent by email on May 9, 2013 by a stock-touting website by the name of Eric Dany's Stock Prospector, which stated:

"Brand new, soon-to-be released, USGS survey could signal Round 2 of the Bakken profit fest! Invest now in Norstra Energy (NORX) before the USGS Report unleashes a new stampede to buy Bakken drillers and this 50-cent stock soars to \$5 on its way to \$25!"

72. The representations of Norstra and Eric Dany's Stock Prospector were never supported by audited financial statements evidencing a profit fest, oil drilling or operations. On May 30, 2014, Norstra announced that it was unable to timely file an audited Report on Form 10-K, as required. Norstra did not file such a Report on Form 10-K at any time thereafter.

73. Norstra began public trading on March 5, 2013, in the price range of \$0.35 to \$0.37 per share. On April 2 – the day after the company's April 1 press release announcing the purported assembly of an oil exploration team – Norstra stock rose to a closing price of \$0.56 per share on a volume of 1,197,200 shares. On June 5, Norstra stock closed at a high of \$1.56 per share on a volume of 6,048,300 shares. By August 19, 2013, Norstra stock had fallen back to a price of \$0.30 per share.

74. Simultaneously with the Norstra stock promotion, Caledonian and Verdmont sold the stock into the public markets. Caledonian Bank and Caledonian Securities sold 5,753,000 shares of Norstra stock for proceeds of \$4,533,213, and Verdmont sold all of its 9,702,000 shares of Norstra stock for proceeds of \$8,073,497. These sales occurred approximately one year after Nostra filed its sham Form S-1 registration statement which, by its own terms, expired in ninety days.

75. These securities distributions of 15,455,000 shares of Norstra stock generated proceeds of \$12,606,711 for Caledonian and Verdmont. In making these distributions,

04/28/2016

Caledonian and Verdmont violated Section 5 of the Securities Act. There was no registration statement in effect for their offers and sales of Norstra securities. And Caledonian and Verdmont used the instruments and means of interstate commerce in offering and selling their Norstra securities.

V. THE DEFENDANTS OFFERED AND SOLD XUMANII SECURITIES WITHOUT A REGISTRATION STATEMENT BEING IN EFFECT FOR THEIR OFFERS AND SALES.

76. Caledonian's and Verdmont's distributions of Xumanii, Inc. securities were effected in a way strikingly similar to the Swingplane, Goff and Norstra distributions. Xumanii's corporate predecessor, Medora Corporation, was incorporated in the State of Nevada and was a development stage, start-up company with little or no assets and no operations or revenues. Because it traded at prices less than \$5.00 per share, Medora stock was a penny stock. The company issued 27,054,600 shares of its common stock, purportedly pursuant to Regulation S of the Securities Act, in the names of 42 individuals residing in Jamaica. Stock certificates issued pursuant to Regulation S are issued with restrictive legends. However, this Regulation S offering was followed by the September 9, 2010 filing of a Form S-1 registration statement for a resale offering by all of the Jamaican shareholders of the 27,054,600 shares at a price of \$0.0015 per share. Medora incurred the expenses of preparing and filing the Form S-1, but the company did not receive any funds from the offering.

77. In the Form S-1, Medora represented that its business plan was to "engage in electronic commerce . . . through our collective buying website" and "provide significant discounts to our registered members by allowing them to buy group coupons for local restaurants, hotels, spas, tourist attractions and bars in Jamaica." However, the company's management "does not have prior experience in the marketing of products or services via the

04/28/2016

Internet,” and its sole officer and director, Craig McKenzie, “has no formal training in financial accounting and management” and “will only be devoting limited time to our operations.”

McKenzie’s day job was that of a technical assistant at a blood transfusion facility; his responsibilities included “[b]lood component preparation, distribution, inventory, preparation of daily and monthly statistics, and to assist Medical Technologists.”

78. Medora acknowledged that “we have no revenue and no significant assets. As of October 31, 2010, the Company has an accumulated deficit of \$20,663, limited liquidity and has not completed its efforts to establish a stabilized source of revenues.” In the financial statements in the Form S-1, Medora’s auditors described Medora as a development stage company.

79. Medora’s resale offering and the associated Form S-1 were a sham because there was no distribution of the securities supposedly issued to the shareholders, and Medora and its affiliates retained control of those securities. On May 24, 2011, Empire Stock Transfer – i.e., the same Empire Stock Transfer that participated in the Swingplane, Goff and Norstra distributions – issued 27,054,600 shares of Medora in stock certificates without restrictive legends in the names of the 42 Jamaican shareholders. But instead of delivering the stock certificates to the Jamaican shareholders, Empire sent them to “Curtis Daye, Medora Corp., 118 Greenwich Acres, Mammee Bay, St. Ann, Jamaica.” Empire’s May 24, 2011 issuance of the stock certificates in the names of the Jamaican shareholders was more than seven months subsequent to the first filing of the Form S-1, in which all of the shareholders were named as the selling shareholders. The shareholders were nothing more than nominees. The stock comprised 100 percent of Medora’s “float.”

80. On March 1, 2012, Celtic Consultants – i.e., the same Celtic Consultants that participated in the Goff and Norstra distributions – sent to Empire twenty Medora stock

04/28/2016

certificates in one batch in the names of certain of the Jamaican shareholders for transfer to Lornex Financial – i.e., the same Lornex Financial that participated in the Goff and Norstra distributions – and three other foreign entities. Seventeen of the stock certificates included a “power of attorney to transfer bonds or shares” purportedly signed by the shareholder, and each shareholder’s signature was guaranteed by what purports to be the medallion stamp of Mercantile Trust Ltd. in Charlestown, Nevis. However, all seventeen powers of attorney were dated the same day – February 22, 2012. For these documents to be legitimate, seventeen shareholders would have had to travel from Jamaica to Nevis on the same day to have their powers of attorney stamped with the medallion guarantee of Mercantile Trust Ltd. The powers of attorney included a line to designate the location at which the shareholder signed the stock power. This line was left blank on all seventeen of the powers of attorney. In addition to the powers of attorney, Medora stepped in and, in a board of directors resolution signed by McKenzie, directed Empire to make the transfers. Empire issued a new stock certificate, representing 3,100,000 shares of Medora stock, to Lornex as directed by Celtic and Medora. On December 7, 2012, these shares were deposited into the custodial omnibus account at BNY Mellon for the benefit of Verdmont.

81. On May 10, 2012, Medora filed a Report on Form 8-K announcing that McKenzie had resigned and was replaced by an individual by the name of Alexandre Frigon. This appointment presaged a significant change in Medora’s purported business of selling discounts and group coupons to tourists visiting Jamaica. A resume accompanying the Report on Form 8-K described Frigon as the founder and CEO of a privately held company by the name of Xumanii, which provided a “Social Networking website” that “[a]llows consumers to broadcast live events and shows on a wireless basis.” In a Pre-14C filing six months later, on October 29,

04/28/2016

2012, Medora announced a change of its name from "Medora Corp." to "Xumanii." During McKenzie's tenure, Medora's filings with the Commission did not evidence any activity, operations or transactions in the discount and group coupon (or any other) business.

82. Similar to Swingplane and Goff, in this same time period Xumanii announced a 5.5-for-1 forward stock split, so that Vermont's 3,100,000 pre-split shares of Xumanii stock became 17,050,000 post-split shares.

83. On April 17, 2013, 20,000,000 post-split shares of Xumanii stock were deposited into the custodial omnibus account at BNY Mellon for the benefit of Caledonian Bank. On May 2, an additional 17,050,000 shares of Xumanii stock were deposited into BNY Mellon for the benefit of Caledonian Bank. Thus, 37,050,000 shares of Xumanii stock were being held for the benefit of Caledonian Bank at BNY Mellon.

84. On May 2, 2013, Xumanii filed a "super" Report on Form 8-K announcing an acquisition by which "former president and director Craig McKenzie sold his shares to the Directors and officers of Xumanii." Xumanii represented that "[w]e have received trademarks by way of licensing agreement with Xumanii, Inc., a Cayman Corporation, in Canada, for the name 'Xumanii' . . . and for the phrase 'Live is Beautiful.'" The company reported that "[o]ur startup business plan for Xumanii is to broadcast live events in HD from multiple cameras wirelessly, with an extremely low production cost."

85. Beginning the day of its "super" Report on Form 8-K, Xumanii issued press releases creating the public impression that it was immediately and actively engaged in its new business of live event broadcasting. For example:

- On May 2, 2013, Xumanii announced that it had "acquired the master license to a cutting-edge IP portfolio that will significantly enlarge the Company's current platform technology." The company represented that it had already "developed

04/28/2016

proprietary technology capable of broadcasting live events in HD wirelessly from multiple cameras for an extremely low production cost.”

- On May 13, 2013, Xumanii represented that it “will host [hip hop artist] PUSHA-T live on their proprietary live streaming broadcast platform located at www.xumanii.com. Xumanii and Pusha-T recently signed a 2-year Agreement, which includes four concert events over the next two years.”
- On May 15, 2013, Xumanii reported that it “has appointed John ‘Monopoly’ Johnson, one of the most successful and well-known hip-hop scout and Artist Manager.” CEO Frigon stated that Johnson’s “reach, business acumen, reputation and talent is of the highest caliber in the Music Industry and it is with great pleasure that we welcome him aboard.”
- On May 16, 2013, Xumanii stated that it had “signed International Music Superstar Akon. This event is scheduled to be Broadcasted Live on Saturday May 25th exclusively on Xumanii.com.”
- On May 21, 2013, Xumanii related that it “has significantly expanded its platform capabilities by successfully integrating additional components within Xumanii’s proprietary software that will now allow content to be broadcasted Live over smart phone and mobile devices such as tablets.”
- On May 24, 2013, Xumanii announced that the company “and its consultant partners have begun initial talks with Abu Dhabi Media, a large scale media conglomerate that has holdings in several major media and online markets including Abu Dhabi Radio, Emarat FM Radio, Majid magazine, The National newspaper, Image Nation, The United Printing Press as well as being an investor in VEVO which is a joint venture music video website operated by Sony Music Entertainment, Universal Music Group, and Abu Dhabi Media with EMI licensing its content to the group without taking an ownership stake.”

86. Newsletters posted on stock-touting websites bolstered these press releases by “picking” Xumanii as a good investment opportunity. A May 17, 2013 Penny Stock Heroes newsletter was entitled “Today’s Pick Is: XU11.” (XU11 was Xumanii’s trading symbol.) The newsletter represented that Xumanii was “currently negotiating with artists Kanye West, Lil Wayne, Rick Ross, 2 Chainz and record labels such as Universal Records, Def Jam records, Epic records, Columbia records, RCA records, and many more.” On the same day, Hotstocked listed five “fundamental reasons why we think XU11 could skyrocket in the near term,” including the

04/28/2016

claim that the company had "already launch high profile broadcasts, and seem to have every intention of launching even bigger events in the very near future." Three days later, Hotstocked reported that "Xumanii (XUII) is taking over the entertainment industry. . . . Xumanii is transforming and revolutionizing the live broadcast experience with its patent pending technology, online platform and solution of hardware and software."

87. In contrast to the representations of Xumanii and Hotstocked that the company was taking over the entertainment industry, the company's Report on Form 10-K for the year ended July 31, 2013 – i.e., less than two months after the stock promotion – disclosed that Xumanii had "not yet generated or realized any revenues from [its] business operations." A subsequent Report on Form 10-Q was similarly bereft of revenues. On January 28, 2014, Xumanii represented to the Commission's Division of Corporation Finance that the company was engaged in the business – not of broadcasting live events in high definition – but of providing a "file sharing/data storage service" and selling "computer tablets."

88. Xumanii stock commenced trading in the public markets on April 29, 2013, when it closed at a price of \$0.10 per share on a volume of 5,000 shares. On May 2 – the day of the "super" Report on Form 8-K announcing the change into the business of live event broadcasting – Xumanii spiked to a closing price of \$0.19 per share on a volume of 15,240,000 shares. On July 22, Xumanii stock closed at a high of \$0.67 per share on a volume of 28,745,200 shares. By September 11, 2013, Xumanii stock had fallen to a price of \$0.02 per share.

89. Simultaneously with the Xumanii stock promotion, Caledonian and Vermont sold the stock into the public markets. Caledonian sold all of its 37,050,000 shares of Xumanii stock for proceeds of \$12,095,719, and Vermont sold all of its 17,050,000 shares for proceeds of \$6,064,353.

04/28/2016

90. These securities distributions of 54,100,000 shares of Xumanii stock generated proceeds of \$18,160,072 for Caledonian and Vermont. In making these distributions, Caledonian and Vermont violated Section 5 of the Securities Act. There was no registration statement in effect for their offers and sales of Xumanii securities. And Caledonian and Vermont used the instruments and means of interstate commerce in offering and selling their Xumanii securities.

FIRST CLAIM

91. The SEC realleges paragraphs 1 through 90 above.

92. Defendants Caledonian Bank Ltd., Caledonian Securities Ltd., Clear Water Securities, Inc., Global Legacy Markets S.A. and Vermont Capital, S.A. each violated Section 5(a) and (c) of the Securities Act [15 U.S.C. § 77e(a) & (c)].

93. Between approximately January 2013 through approximately August 2013, these Defendants, directly or indirectly, and notwithstanding the fact that there was no applicable exemption: (a) made use of the means and instruments of transportation or communication in interstate commerce or of the mails to sell, through the use or medium of a prospectus or otherwise, securities as to which no registration statement was in effect; (b) for the purpose of delivery after sale, carried or caused to be carried through the mails or in interstate commerce, by means and instruments of transportation, securities as to which no registration statement was in effect; and (c) made use of means and instruments of transportation or communication in interstate commerce or of the mails to offer to sell, through the use or medium of a prospectus or otherwise, securities as to which no registration statement had been filed. No valid registration statement was filed with the Commission or in effect with respect to Caledonian Bank's or Caledonian Securities' sales of, and offers to sell, shares of stock in Swingplane Ventures, Inc.,

04/28/2016

Goff Corp., Norstra Energy Inc. and Xumanii, Inc. No valid registration statement was filed with the Commission or in effect with respect to Clear Water's or Legacy Global's sales of, and offers to sell, shares of stock in Swingplane and Goff. No valid registration statement was filed with the Commission or in effect with respect to Vermont's sales of, and offers to sell, shares of stock in Goff, Norstra and Xumanii. There was no distribution of Swingplane, Goff, Norstra or Xumanii securities issued in the names of the shareholders, and the issuers and their affiliates retained control of those securities.

94. Even if the initial registrations attempted by Swingplane, Goff, Norstra and Xumanii were valid, those registrations were effective only as to the transfers of securities contemplated by the Form S-1 registration statements. The registrations were not effective as to the Defendants' subsequent offers and sales of stock to the public. Additionally, the registrations did not extend to offers and sales that were made following reverse mergers or significant changes in the issuers' businesses, because those mergers and changes rendered the information and audited financial statements in the Forms S-1 aged, irrelevant and stale. For example, the Form S-1 for Swingplane pertained to a shell company whose business plan purportedly consisted of the contemplated sale of golf apparel sometime in the future, not to an operating company purportedly involved in copper mining exploration in Chile. The ostensible mining exploration operations were not verified by audited financial statements, which would have been a necessary part of any Form S-1 to be filed for the Defendants' offers and sales.

95. By their own terms, the purported Form S-1 offerings did not extend to the Defendants' offers and sales. The offering launched by Swingplane's Form S-1 terminated 180 days from the June 8, 2011 effective date of the Form S-1. Caledonian, Clear Water and Legacy Global sold their Swingplane stock in 2013 -- beyond 180 days after the effective date. With

04/28/2016

respect to Goff, any new shareholders wishing to sell their stock in reliance on that company's Form S-1 could not do so unless the company first filed a prospectus supplement naming the new shareholders as selling shareholders. This never happened with respect to Caledonian, Clear Water, Legacy Global or Vermont. The offering launched by Norstra's Form S-1 terminated 180 days from the July 12, 2012 effective date of the Form S-1. Caledonian and Vermont sold their Norstra stock beginning in April 2013 – beyond 180 days after the effective date.

96. Because the Defendants' offers and sales of Swingplane, Goff, Norstra and Xumanii securities to the public were not registered and were executed in interstate commerce, the elements of a *prima facie* case of violations of Section 5 of the Securities Act are present in this action.

97. The Defendants made offers of securities in the United States and sold securities in the United States in that: (a) sales were executed by broker-dealer firms in the United States; (b) irrevocable liability with respect to sales was incurred in the United States; and (c) title with respect to sales passed in the United States.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that the Court:

I.

Enter judgment in favor of the Commission finding that the Defendants each violated Section 5(a) and (c) of the Securities Act [15 U.S.C. § 77e(a) & (c)] as alleged in this Complaint,

II.

Permanently enjoin the Defendants, their agents, servants, employees, attorneys-in-fact and assigns, and those persons in active concert or participation with them or who receive actual

04/28/2016

notice of the injunction by personal service or otherwise, from violating Section 5(a) and (c) of the Securities Act [15 U.S.C. § 77e(a) & (c)];

III.

Permanently prohibit the Defendants from participating in an offering of penny stock pursuant to Section 20(g) of the Securities Act [15 U.S.C. § 77t(g)];

IV.

Order the Defendants to disgorge, with prejudgment interest thereon, all illicit profits or other ill-gotten gains received, and all amounts by which the Defendants have been unjustly enriched, as a result of the misconduct alleged in this Complaint including, as to each Defendant, their own illicit profits, ill-gotten gain, illegal losses avoided, or unjust enrichment, and such future amounts as the Court may find appropriate;

V.

Order the Defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)]; and

VI.

Grant such further relief as the Court deems just and proper, including such equitable relief as may be appropriate or necessary for the benefit of investors.


04/28/2016

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Commission demands trial by jury in this action as to all issues so triable.

Dated: Washington, D.C.
February 6, 2015

Respectfully submitted,


Richard E. Simpson
A. David Williams
Ernesto G. Amparo
Attorneys for Plaintiff
Securities and Exchange
Commission
100 F Street, N.E.
Washington, D.C. 20549
(202) 551-4492 (Simpson)
simpsonr@sec.gov

04/28/2016

04/28/2016

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

David J. Harter SBN 162426
 Law Offices of David J. Harter, APC
 13681 Newport Ave., Suite 8-608
 Tustin, CA 92780

TELEPHONE NO.: (714) 731-2550

FAX NO. (Optional): (714) 731-2595

E-MAIL ADDRESS (Optional): djh@djh-law.com

ATTORNEY FOR (Name): George Sharp

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

111 N. Hill Street, Los Angeles, CA 90012

Stanley Mosk Courthouse

SHORT TITLE OF CASE:

Sharp v. LKP

FORM INTERROGATORIES—GENERAL

Asking Party: George Sharp

CASE NUMBER:

BC583586

Answering Party: LKP Global Law, LLP

Set No.: One (1)

Sec. 1. Instructions to All Parties

(a) Interrogatories are written questions prepared by a party to an action that are sent to any other party in the action to be answered under oath. The interrogatories below are form interrogatories approved for use in civil cases.

(b) For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010–2030.410 and the cases construing those sections.

(c) These form interrogatories do not change existing law relating to interrogatories nor do they affect an answering party's right to assert any privilege or make any objection.

Sec. 2. Instructions to the Asking Party

(a) These interrogatories are designed for optional use by parties in unlimited civil cases where the amount demanded exceeds \$25,000. Separate interrogatories, *Form Interrogatories—Limited Civil Cases (Economic Litigation)* (form DISC-004), which have no subparts, are designed for use in limited civil cases where the amount demanded is \$25,000 or less; however, those interrogatories may also be used in unlimited civil cases.

(b) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.

(c) You may insert your own definition of **INCIDENT** in Section 4, but only where the action arises from a course of conduct or a series of events occurring over a period of time.

(d) The interrogatories in section 16.0, Defendant's Contentions—Personal Injury, should not be used until the defendant has had a reasonable opportunity to conduct an investigation or discovery of plaintiff's injuries and damages.

(e) Additional interrogatories may be attached.

Sec. 3. Instructions to the Answering Party

(a) An answer or other appropriate response must be given to each interrogatory checked by the asking party.

(b) As a general rule, within 30 days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260–2030.270 for details.

(c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information possessed by your attorneys or agents, permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

(d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.

(e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.

(f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.

(g) If you are asserting a privilege or making an objection to an interrogatory, you must specifically assert the privilege or state the objection in your written response.

(h) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.

(DATE)

(SIGNATURE)

Sec. 4. Definitions

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

(a) (Check one of the following):

☐ (1) **INCIDENT** includes the circumstances and events surrounding the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or proceeding.

- ☒ (2) **INCIDENT** means (insert your definition here or on a separate, attached sheet labeled "Sec. 4(a)(2)"):

Any and all events contributing to and including the filing of the underlying action styled Ashari v. Sharp, Case No. 37-2013-00050258-CU-SL-CTL

(b) YOU OR ANYONE ACTING ON YOUR BEHALF

includes you, your agents, your employees, your insurance companies, their agents, their employees, your attorneys, your accountants, your investigators, and anyone else acting on your behalf.

(c) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

(d) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostats, photographs, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.

(e) **HEALTH CARE PROVIDER** includes any **PERSON** referred to in Code of Civil Procedure section 667.7(e)(3).

(f) **ADDRESS** means the street address, including the city, state, and zip code.

Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under Code of Civil Procedure section 2033.710:

CONTENTS

- 1.0 Identity of Persons Answering These Interrogatories
- 2.0 General Background Information—Individual
- 3.0 General Background Information—Business Entity
- 4.0 Insurance
- 5.0 [Reserved]
- 6.0 Physical, Mental, or Emotional Injuries
- 7.0 Property Damage
- 8.0 Loss of Income or Earning Capacity
- 9.0 Other Damages
- 10.0 Medical History
- 11.0 Other Claims and Previous Claims
- 12.0 Investigation—General
- 13.0 Investigation—Surveillance
- 14.0 Statutory or Regulatory Violations
- 15.0 Denials and Special or Affirmative Defenses
- 16.0 Defendant's Contentions Personal Injury
- 17.0 Responses to Request for Admissions
- 18.0 [Reserved]
- 19.0 [Reserved]
- 20.0 How the Incident Occurred—Motor Vehicle
- 25.0 [Reserved]
- 30.0 [Reserved]
- 40.0 [Reserved]
- 50.0 Contract
- 60.0 [Reserved]
- 70.0 Unlawful Detainer [See separate form DISC-003]
- 101.0 Economic Litigation [See separate form DISC-004]
- 200.0 Employment Law [See separate form DISC-002]
- Family Law [See separate form FL-145]

1.0 Identity of Persons Answering These Interrogatories

- ☒ 1.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

2.0 General Background Information—individual

- ☐ 2.1 State:
- (a) your name;
 - (b) every name you have used in the past; and
 - (c) the dates you used each name.
- ☐ 2.2 State the date and place of your birth.
- ☐ 2.3 At the time of the **INCIDENT**, did you have a driver's license? If so state:
- (a) the state or other issuing entity;
 - (b) the license number and type;
 - (c) the date of issuance; and
 - (d) all restrictions.
- ☐ 2.4 At the time of the **INCIDENT**, did you have any other permit or license for the operation of a motor vehicle? If so, state:
- (a) the state or other issuing entity;
 - (b) the license number and type;
 - (c) the date of issuance; and
 - (d) all restrictions.
- ☐ 2.5 State:
- (a) your present residence **ADDRESS**;
 - (b) your residence **ADDRESSES** for the past five years; and
 - (c) the dates you lived at each **ADDRESS**.
- ☐ 2.6 State:
- (a) the name, **ADDRESS**, and telephone number of your present employer or place of self-employment; and
 - (b) the name, **ADDRESS**, dates of employment, job title, and nature of work for each employer or self-employment you have had from five years before the **INCIDENT** until today.
- ☐ 2.7 State:
- (a) the name and **ADDRESS** of each school or other academic or vocational institution you have attended, beginning with high school;
 - (b) the dates you attended;
 - (c) the highest grade level you have completed; and
 - (d) the degrees received.
- ☐ 2.8 Have you ever been convicted of a felony? If so, for each conviction state:
- (a) the city and state where you were convicted;
 - (b) the date of conviction;
 - (c) the offense; and
 - (d) the court and case number.
- ☐ 2.9 Can you speak English with ease? If not, what language and dialect do you normally use?
- ☐ 2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?

04/28/2016

- ☐ 2.11 At the time of the **INCIDENT** were you acting as an agent or employee for any **PERSON**? If so, state:
 (a) the name, **ADDRESS**, and telephone number of that **PERSON**; and
 (b) a description of your duties.
- ☐ 2.12 At the time of the **INCIDENT** did you or any other person have any physical, emotional, or mental disability or condition that may have contributed to the occurrence of the **INCIDENT**? If so, for each person state:
 (a) the name, **ADDRESS**, and telephone number;
 (b) the nature of the disability or condition; and
 (c) the manner in which the disability or condition contributed to the occurrence of the **INCIDENT**.
- ☐ 2.13 Within 24 hours before the **INCIDENT** did you or any person involved in the **INCIDENT** use or take any of the following substances: alcoholic beverage, marijuana, or other drug or medication of any kind (prescription or not)? If so, for each person state:
 (a) the name, **ADDRESS**, and telephone number;
 (b) the nature or description of each substance;
 (c) the quantity of each substance used or taken;
 (d) the date and time of day when each substance was used or taken;
 (e) the **ADDRESS** where each substance was used or taken;
 (f) the name, **ADDRESS**, and telephone number of each person who was present when each substance was used or taken; and
 (g) the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who prescribed or furnished the substance and the condition for which it was prescribed or furnished.

3.0 General Background Information—Business Entity

- ☒ 3.1 Are you a corporation? If so, state:
 (a) the name stated in the current articles of incorporation;
 (b) all other names used by the corporation during the past 10 years and the dates each was used;
 (c) the date and place of incorporation;
 (d) the **ADDRESS** of the principal place of business; and
 (e) whether you are qualified to do business in California.
- ☒ 3.2 Are you a partnership? If so, state:
 (a) the current partnership name;
 (b) all other names used by the partnership during the past 10 years and the dates each was used;
 (c) whether you are a limited partnership and, if so, under the laws of what jurisdiction;
 (d) the name and **ADDRESS** of each general partner; and
 (e) the **ADDRESS** of the principal place of business.
- ☒ 3.3 Are you a limited liability company? If so, state:
 (a) the name stated in the current articles of organization;
 (b) all other names used by the company during the past 10 years and the date each was used;
 (c) the date and place of filing of the articles of organization;
 (d) the **ADDRESS** of the principal place of business; and
 (e) whether you are qualified to do business in California.

- ☒ 3.4 Are you a joint venture? If so, state:
 (a) the current joint venture name;
 (b) all other names used by the joint venture during the past 10 years and the dates each was used;
 (c) the name and **ADDRESS** of each joint venturer; and
 (d) the **ADDRESS** of the principal place of business.
- ☒ 3.5 Are you an unincorporated association? If so, state:
 (a) the current unincorporated association name;
 (b) all other names used by the unincorporated association during the past 10 years and the dates each was used; and
 (c) the **ADDRESS** of the principal place of business.
- ☒ 3.6 Have you done business under a fictitious name during the past 10 years? If so, for each fictitious name state:
 (a) the name;
 (b) the dates each was used;
 (c) the state and county of each fictitious name filing; and
 (d) the **ADDRESS** of the principal place of business.
- ☒ 3.7 Within the past five years has any public entity registered or licensed your business? If so, for each license or registration:
 (a) identify the license or registration;
 (b) state the name of the public entity; and
 (c) state the dates of issuance and expiration.

4.0 Insurance

- ☒ 4.1 At the time of the **INCIDENT**, was there in effect any policy of insurance through which you were or might be insured in any manner (for example, primary, pro-rata, or excess liability coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, for each policy state:
 (a) the kind of coverage;
 (b) the name and **ADDRESS** of the insurance company;
 (c) the name, **ADDRESS**, and telephone number of each named insured;
 (d) the policy number;
 (e) the limits of coverage for each type of coverage contained in the policy;
 (f) whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
 (g) the name, **ADDRESS**, and telephone number of the custodian of the policy.
- ☒ 4.2 Are you self-insured under any statute for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, specify the statute.

5.0 [Reserved]

6.0 Physical, Mental, or Emotional Injuries

- ☐ 6.1 Do you attribute any physical, mental, or emotional injuries to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 6.2 through 6.7).
- ☐ 6.2 Identify each injury you attribute to the **INCIDENT** and the area of your body affected.

04/28/2016

☐ 6.3 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each complaint state:

- (a) a description;
- (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
- (c) the frequency and duration.

☐ 6.4 Did you receive any consultation or examination (except from expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) or treatment from a **HEALTH CARE PROVIDER** for any injury you attribute to the **INCIDENT**? If so, for each **HEALTH CARE PROVIDER** state:

- (a) the name, **ADDRESS**, and telephone number;
- (b) the type of consultation, examination, or treatment provided;
- (c) the dates you received consultation, examination, or treatment; and
- (d) the charges to date.

☐ 6.5 Have you taken any medication, prescribed or not, as a result of injuries that you attribute to the **INCIDENT**? If so, for each medication state:

- (a) the name;
- (b) the **PERSON** who prescribed or furnished it;
- (c) the date it was prescribed or furnished;
- (d) the dates you began and stopped taking it; and
- (e) the cost to date.

☐ 6.6 Are there any other medical services necessitated by the injuries that you attribute to the **INCIDENT** that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state:

- (a) the nature;
- (b) the date;
- (c) the cost; and
- (d) the name, **ADDRESS**, and telephone number of each provider.

☐ 6.7 Has any **HEALTH CARE PROVIDER** advised that you may require future or additional treatment for any injuries that you attribute to the **INCIDENT**? If so, for each injury state:

- (a) the name and **ADDRESS** of each **HEALTH CARE PROVIDER**;
- (b) the complaints for which the treatment was advised; and
- (c) the nature, duration, and estimated cost of the treatment.

7.0 Property Damage

☐ 7.1 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**? If so, for each item of property:

- (a) describe the property;
- (b) describe the nature and location of the damage to the property;

- (c) state the amount of damage you are claiming for each item of property and how the amount was calculated; and
- (d) if the property was sold, state the name, **ADDRESS**, and telephone number of the seller, the date of sale, and the sale price.

☐ 7.2 Has a written estimate or evaluation been made for any item of property referred to in your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and the date prepared;
- (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of it; and
- (c) the amount of damage stated.

☐ 7.3 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for each item state:

- (a) the date repaired;
- (b) a description of the repair;
- (c) the repair cost;
- (d) the name, **ADDRESS**, and telephone number of the **PERSON** who repaired it;
- (e) the name, **ADDRESS**, and telephone number of the **PERSON** who paid for the repair.

8.0 Loss of Income or Earning Capacity

☐ 8.1 Do you attribute any loss of income or earning capacity to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).

☐ 8.2 State:

- (a) the nature of your work;
- (b) your job title at the time of the **INCIDENT**; and
- (c) the date your employment began.

☐ 8.3 State the last date before the **INCIDENT** that you worked for compensation.

☐ 8.4 State your monthly income at the time of the **INCIDENT** and how the amount was calculated.

☐ 8.5 State the date you returned to work at each place of employment following the **INCIDENT**.

☐ 8.6 State the dates you did not work and for which you lost income as a result of the **INCIDENT**.

☐ 8.7 State the total income you have lost to date as a result of the **INCIDENT** and how the amount was calculated.

☐ 8.8 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- (a) the facts upon which you base this contention;
- (b) an estimate of the amount;
- (c) an estimate of how long you will be unable to work; and
- (d) how the claim for future income is calculated.

04/28/2016

9.0 Other Damages

☐ 9.1 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of damage state:

- (a) the nature;
- (b) the date it occurred;
- (c) the amount; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** to whom an obligation was incurred.

☐ 9.2 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

10.0 Medical History

☐ 10.1 At any time before the **INCIDENT** did you have complaints or injuries that involved the same part of your body claimed to have been injured in the **INCIDENT**? If so, for each state:

- (a) a description of the complaint or injury;
- (b) the dates it began and ended; and
- (c) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** whom you consulted or who examined or treated you.

☐ 10.2 List all physical, mental, and emotional disabilities you had immediately before the **INCIDENT**. *(You may omit mental or emotional disabilities unless you attribute any mental or emotional injury to the **INCIDENT**.)*

☐ 10.3 At any time after the **INCIDENT**, did you sustain injuries of the kind for which you are now claiming damages? If so, for each incident giving rise to an injury state:

- (a) the date and the place it occurred;
- (b) the name, **ADDRESS**, and telephone number of any other **PERSON** involved;
- (c) the nature of any injuries you sustained;
- (d) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** who you consulted or who examined or treated you; and
- (e) the nature of the treatment and its duration.

11.0 Other Claims and Previous Claims

☐ 11.1 Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:

- (a) the date, time, and place and location (closest street **ADDRESS** or intersection) of the **INCIDENT** giving rise to the action, claim, or demand;
- (b) the name, **ADDRESS**, and telephone number of each **PERSON** against whom the claim or demand was made or the action filed;

- (c) the court, names of the parties, and case number of any action filed;
- (d) the name, **ADDRESS**, and telephone number of any attorney representing you;
- (e) whether the claim or action has been resolved or is pending; and
- (f) a description of the injury.

☐ 11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each claim or demand state:

- (a) the date, time, and place of the **INCIDENT** giving rise to the claim;
- (b) the name, **ADDRESS**, and telephone number of your employer at the time of the injury;
- (c) the name, **ADDRESS**, and telephone number of the workers' compensation insurer and the claim number;
- (d) the period of time during which you received workers' compensation benefits;
- (e) a description of the injury;
- (f) the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who provided services; and
- (g) the case number at the Workers' Compensation Appeals Board.

12.0 Investigation—General

☒ 12.1 State the name, **ADDRESS**, and telephone number of each individual:

- (a) who witnessed the **INCIDENT** or the events occurring immediately before or after the **INCIDENT**;
- (b) who made any statement at the scene of the **INCIDENT**;
- (c) who heard any statements made about the **INCIDENT** by any individual at the scene; and
- (d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge of the **INCIDENT** (except for expert witnesses covered by Code of Civil Procedure section 2034).

☒ 12.2 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** interviewed any individual concerning the **INCIDENT**? If so, for each individual state:

- (a) the name, **ADDRESS**, and telephone number of the individual interviewed;
- (b) the date of the interview; and
- (c) the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the interview.

☒ 12.3 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** obtained a written or recorded statement from any individual concerning the **INCIDENT**? If so, for each statement state:

- (a) the name, **ADDRESS**, and telephone number of the individual from whom the statement was obtained;
- (b) the name, **ADDRESS**, and telephone number of the individual who obtained the statement;
- (c) the date the statement was obtained; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original statement or a copy.

04/28/2015

- ☐ 12.4 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any photographs, films, or videotapes depicting any place, object, or individual concerning the **INCIDENT** or plaintiff's injuries? If so, state:

- (a) the number of photographs or feet of film or videotape;
- (b) the places, objects, or persons photographed, filmed, or videotaped;
- (c) the date the photographs, films, or videotapes were taken;
- (d) the name, **ADDRESS**, and telephone number of the individual taking the photographs, films, or videotapes; and
- (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the photographs, films, or videotapes.

- ☐ 12.5 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any diagram, reproduction, or model of any place or thing (except for items developed by expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) concerning the **INCIDENT**? If so, for each item state:

- (a) the type (i.e., diagram, reproduction, or model);
- (b) the subject matter; and
- (c) the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☐ 12.6 Was a report made by any **PERSON** concerning the **INCIDENT**? If so, state:

- (a) the name, title, identification number, and employer of the **PERSON** who made the report;
- (b) the date and type of report made;
- (c) the name, **ADDRESS**, and telephone number of the **PERSON** for whom the report was made; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the report.

- ☐ 12.7 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** inspected the scene of the **INCIDENT**? If so, for each inspection state:

- (a) the name, **ADDRESS**, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310); and
- (b) the date of the inspection.

13.0 Investigation—Surveillance

- ☐ 13.1 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** conducted surveillance of any individual involved in the **INCIDENT** or any party to this action? If so, for each surveillance state:

- (a) the name, **ADDRESS**, and telephone number of the individual or party;
- (b) the time, date, and place of the surveillance;
- (c) the name, **ADDRESS**, and telephone number of the individual who conducted the surveillance; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of any surveillance photograph, film, or videotape.

- ☐ 13.2 Has a written report been prepared on the surveillance? If so, for each written report state:

- (a) the title;
- (b) the date;
- (c) the name, **ADDRESS**, and telephone number of the individual who prepared the report; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy.

14.0 Statutory or Regulatory Violations

- ☐ 14.1 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** contend that any **PERSON** involved in the **INCIDENT** violated any statute, ordinance, or regulation and that the violation was a legal (proximate) cause of the **INCIDENT**? If so, identify the name, **ADDRESS**, and telephone number of each **PERSON** and the statute, ordinance, or regulation that was violated.

- ☐ 14.2 Was any **PERSON** cited or charged with a violation of any statute, ordinance, or regulation as a result of this **INCIDENT**? If so, for each **PERSON** state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON**;
- (b) the statute, ordinance, or regulation allegedly violated;
- (c) whether the **PERSON** entered a plea in response to the citation or charge and, if so, the plea entered; and
- (d) the name and **ADDRESS** of the court or administrative agency, names of the parties, and case number.

15.0 Denials and Special or Affirmative Defenses

- ☒ 15.1 Identify each denial of a material allegation and each special or affirmative defense in your pleadings and for each:
- (a) state all facts upon which you base the denial or special or affirmative defense;
 - (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
 - (c) identify all **DOCUMENTS** and other tangible things that support your denial or special or affirmative defense, and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

16.0 Defendant's Contentions—Personal Injury

- ☐ 16.1 Do you contend that any **PERSON**, other than you or plaintiff, contributed to the occurrence of the **INCIDENT** or the injuries or damages claimed by plaintiff? If so, for each **PERSON**:

- (a) state the name, **ADDRESS**, and telephone number of the **PERSON**;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

- ☐ 16.2 Do you contend that plaintiff was not injured in the **INCIDENT**? If so:

- (a) state all facts upon which you base your contention;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (c) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

04/28/2016

☐ 16.3 Do you contend that the injuries or the extent of the injuries claimed by plaintiff as disclosed in discovery proceedings thus far in this case were not caused by the **INCIDENT**? If so, for each injury:

- (a) identify it;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.4 Do you contend that any of the services furnished by any **HEALTH CARE PROVIDER** claimed by plaintiff in discovery proceedings thus far in this case were not due to the **INCIDENT**? If so:

- (a) identify each service;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.5 Do you contend that any of the costs of services furnished by any **HEALTH CARE PROVIDER** claimed as damages by plaintiff in discovery proceedings thus far in this case were not necessary or unreasonable? If so:

- (a) identify each cost;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.6 Do you contend that any part of the loss of earnings or income claimed by plaintiff in discovery proceedings thus far in this case was unreasonable or was not caused by the **INCIDENT**? If so:

- (a) identify each part of the loss;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.7 Do you contend that any of the property damage claimed by plaintiff in discovery Proceedings thus far in this case was not caused by the **INCIDENT**? If so:

- (a) identify each item of property damage;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.8 Do you contend that any of the costs of repairing the property damage claimed by plaintiff in discovery proceedings thus far in this case were unreasonable? If so:

- (a) identify each cost item;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

☐ 16.9 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** (for example, insurance bureau index reports) concerning claims for personal injuries made before or after the **INCIDENT** by a plaintiff in this case? If so, for each plaintiff state:

- (a) the source of each **DOCUMENT**;
- (b) the date each claim arose;
- (c) the nature of each claim; and
- (d) the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

☐ 16.10 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** concerning the past or present physical, mental, or emotional condition of any plaintiff in this case from a **HEALTH CARE PROVIDER** not previously identified (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310)? If so, for each plaintiff state:

- (a) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER**;
- (b) a description of each **DOCUMENT**; and
- (c) the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

17.0 Responses to Request for Admissions

☒ 17.1 Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

- (a) state the number of the request;
- (b) state all facts upon which you base your response;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your response and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

18.0 [Reserved]

19.0 [Reserved]

20.0 How the Incident Occurred—Motor Vehicle

☐ 20.1 State the date, time, and place of the **INCIDENT** (closest street **ADDRESS** or intersection).

☐ 20.2 For each vehicle involved in the **INCIDENT**, state:

- (a) the year, make, model, and license number;
- (b) the name, **ADDRESS**, and telephone number of the driver;

04/28/2015

- (c) the name, **ADDRESS**, and telephone number of each occupant other than the driver;
- (d) the name, **ADDRESS**, and telephone number of each registered owner;
- (e) the name, **ADDRESS**, and telephone number of each lessee;
- (f) the name, **ADDRESS**, and telephone number of each owner other than the registered owner or lien holder; and
- (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.

☐ 20.3 State the **ADDRESS** and location where your trip began and the **ADDRESS** and location of your destination.

☐ 20.4 Describe the route that you followed from the beginning of your trip to the location of the **INCIDENT**, and state the location of each stop, other than routine traffic stops, during the trip leading up to the **INCIDENT**.

☐ 20.5 State the name of the street or roadway, the lane of travel, and the direction of travel of each vehicle involved in the **INCIDENT** for the 500 feet of travel before the **INCIDENT**.

☐ 20.6 Did the **INCIDENT** occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.

☐ 20.7 Was there a traffic signal facing you at the time of the **INCIDENT**? If so, state:

- (a) your location when you first saw it;
- (b) the color;
- (c) the number of seconds it had been that color; and
- (d) whether the color changed between the time you first saw it and the **INCIDENT**.

☐ 20.8 State how the **INCIDENT** occurred, giving the speed, direction, and location of each vehicle involved:

- (a) just before the **INCIDENT**;
- (b) at the time of the **INCIDENT**; and (c) just after the **INCIDENT**.

☐ 20.9 Do you have information that a malfunction or defect in a vehicle caused the **INCIDENT**? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and
- (d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

☐ 20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the **INCIDENT**? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and

(d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

☐ 20.11 State the name, **ADDRESS**, and telephone number of each owner and each **PERSON** who has had possession since the **INCIDENT** of each vehicle involved in the **INCIDENT**.

25.0 [Reserved]

30.0 [Reserved]

40.0 [Reserved]

50.0 Contract

☐ 50.1 For each agreement alleged in the pleadings:

- (a) identify each **DOCUMENT** that is part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
- (c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (d) identify all **DOCUMENTS** that are part of any modification to the agreement, and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to the modification, and the date the modification was made;
- (f) identify all **DOCUMENTS** that evidence any modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

☐ 50.2 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.

☐ 50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.

☐ 50.4 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.

☐ 50.5 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.

☐ 50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

60.0 [Reserved]

04/28/2015

12/17/15 *Sharon*

1 **PROOF OF SERVICE - CCP. 1013A, CG 002015.5**

2 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

3 I, the undersigned, am employed in the County of Orange, State of California. I am over
4 the age of eighteen (18) years and not a party to the within action. My business address is 13681
5 Newport Ave., Suite 8-606, Tustin, California 92780.

6 On December 17, 2015, I served true copies of the foregoing document described as
7 **PLAINTIFF GEORGE SHARP'S FORM INTERROGATORIES, SET ONE, TO**
8 **DEFENDANT LKP GLOBAL LAW, LLP** on the interested parties in this action, addressed as
9 follows:

10
11 Jody Borrelli
12 PB Law Group, LLP
13 444 S. Flower St., Suite 1850
Los Angeles, CA 90071

Victor T. FU
LKP Global Law, LLP
1901 Avenue of the Stars, Suite 480
Los Angeles, CA 90067

14 BY U.S. MAIL: The documents were placed in sealed, addressed envelopes on the above
15 date and placed for collection and mailing at my place of business. I am "readily familiar" with
16 the firm's practice of collecting and processing correspondence for mailing. Under that practice,
17 it would be deposited with the U.S. Postal Service on that same day with postage thereon fully
18 prepaid at Santa Ana, California in the ordinary course of business. I am aware that on motion of
19 the party served, service is presumed invalid if postal cancellation date or postage meter date is
20 more than one day after date of deposit for mailing in affidavit.

21 (x) (State) I certify (or declare) under penalty of perjury that the foregoing is
22 true and correct and that this declaration was executed December 17, 2015.

23
24 
25 Victoria Locra

04/28/2016

From: djh@djh-law.com
Sent: Thursday, January 14, 2016 2:58 PM
To: jborrelli@pblawgroup.net
Cc: 'Victor Fu'
Subject: Sharp v. LKP Global Law, LLP
Attachments: ASHARIWALEED.WAIV.ATTYCLNT.PRIV.pdf

In the discovery that we propounded on December 17, 2015, a number of the discovery requests deal with information and communications between LKP Global Law, LLP and its client Waleed Ashari with respect to the underlying Ashari v. Sharp. I wanted to make sure we were both on the same page with respect to the discovery responses that will be coming from LKP Global Law, LLP. As you are aware, the holder of the attorney-client privilege is the client, not the attorney. Evidence Code § 953(a). Mr. Ashari has waived the attorney-client privilege both by virtue of responding to questions posed to him regarding this matter at his 341a meeting of creditors and then in subsequent discovery responses, as well as signing a formal express waiver of the attorney-client privilege. I am attaching the formal waiver of the attorney-client privilege for your file. In light of this, we expect to receive substantive responses to this discovery as well as production of the documents that were requested without an assertion of a claim of the attorney-client privilege.

David J. Harter
Law Offices of David J. Harter
A Professional Corporation
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
(714) 731-2550
(714) 731-2595 fax
djh@djh-law.com

This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

File No. 2016-033

04/28/2016

04/28/2016

Full and Complete Waiver of the Attorney-Client Privilege

I, Ahmad Waleed Ashari aka Waleed Ashari, was the named plaintiff in the two (2) class-action lawsuits that were filed in the San Diego County Superior Court against George Sharp, SDSC Case Nos. 37-2013-00050258 and 37-2013-00050405.


LKP Global Law, LLP, who solicited my involvement as the plaintiff in those actions, was my attorney in connection with that litigation and I was the sole named plaintiff in those two lawsuits.

I am currently a defendant in the malicious prosecution and abuse of process lawsuit that has been filed by George Sharp styled Sharp v LKP Global Law, LLP, et al., San Diego County Superior Court, Case No 37-2015-00004673

I have consulted with independent counsel of my choice and have been fully advised of my rights, including the right to have all of the privileged communications that exist between me and LKP Global Law, LLP (including its attorney's, employees, and consultants) to remain confidential.

As the sole owner of the attorney-client privilege, I do hereby knowingly, voluntarily, and irrevocably waive, to the fullest extent possible, the attorney-client privilege related to these litigations as well as all other communications and dealings with LKP Global Law, LLP including its partners, attorneys, employees, and consultants.

Dated: 10/15/15

By: 
Ahmad Waleed Ashari

04/28/2016

ES

04/28/2016

INTERROGATORIES PROOUNDED TO

AHMAD WALEED ASHARI

In response to Question 4 on the Statement of Financial Affairs attached to your voluntary petition in Bankruptcy, "Suits and administrative proceedings, executions, garnishments and attachments," you listed two suits originated in the Superior Court of California, San Diego County, in which you were involved during the preceding one year. The first was styled Ashari vs. Sharp, Case # 37-2013-00050258. The second was styled George Sharp vs. LKP Global Law, LLP, Case # 37-2015-00004673. The following interrogatories concern those suits.

1. What is the full style of Ashari vs. Sharp? Please list all plaintiffs and all defendants.

ANSWER: I believe this to be a class action. I am not sure who the other members of the class were, however I believe Mr. Sharp to be the only defendant.

2. Did you initiate Ashari vs. Sharp by selecting a lawyer or law firm and entering into an engagement for the preparation and prosecution of the suit?

ANSWER: I saw a post on an online forum concerning a possible class action against Mr. Sharp. The post was by Luann Phn. I responded to that post and expressed my interest in that class action. I have no memory of signing any employment contract with Luann Phn, and can't locate no such document.

04/28/2016

3. Were you approached by an individual, lawyer or law firm and asked to participate as a party plaintiff in the suit that would become Ashari vs. Sharp?

ANSWER:

I believe I've answered this in Question Number two.

4. If the answer to Question 3 is "yes," by whom was your participation in the suit solicited? Please give name, address and phone number. If the individual was a lawyer, please give his or her firm name, firm's address and firm's phone number.

ANSWER:

Lynn K. Phon
LKP Global Law, LLP
1901 Ave of The Stars
Suite 480, Los Angeles
CA 90067
424-239-1890

5. At any time before Ashari vs. Sharp was filed or during the course of the case, were you given assurances by your lawyer or the law firm that any losses you suffered from your participation in the suit would be reimbursed to you?

ANSWER:

Yes

6. If the answer to Question 5 is "yes," who gave you the assurances? Please furnish name, address and phone number. Were they in writing?

ANSWER:

Assurances were made by Albert T. Liou. They were not in writing. Address and phone number are the same as Lunn' Pham's.

7. Have you been reimbursed for any losses you suffered as a result of your participation in Ashari vs. Sharp? In what amount? When? By whom? Please give name, address and phone number.

ANSWER:

No.

8. If you have not been reimbursed for losses you suffered as a result of your participation in Ashari vs. Sharp, have you been told reimbursement will be forthcoming once your bankruptcy case is closed? If so, by whom? Please give name, address and phone number.

ANSWER:

No.

04/28/2016

Sharp 000510

9. Did LKP Global disclose that Xumanii or any other third party would be paying for your legal fees in connection with the Ashari vs. Sharp action? If so, please furnish name of the person providing this disclosure and the name of the third party paying LKP Global's legal bills.

ANSWER:

I am not sure. Albert told me that the company would reimburse me. I assumed that he meant Xumanii.

REQUEST FOR PRODUCTION OF DOCUMENTS

Please provide the following documents or copies of the following documents:

1. Please furnish a copy of any indemnification or written assurance you have been given by anyone that you will be reimbursed for losses you suffered as a result of your participation in Ashari vs. Sharp.
2. Please furnish a copy of the complaint and the judgment in Ashari vs. Sharp.
3. Please furnish a copy of the engagement letter or contract into which you entered with your lawyer or law firm regarding your representation in the case that would become Ashari vs. Sharp.
4. Please furnish a copy of any conflict of interest waiver that was provided to you.
5. Please provide copies of all written communications between you and LKP Global.
6. Please provide copies of all trade confirmations of all transactions you entered into regarding Xumanii stock.
7. Please provide copies of all written communications between you and Xumanii.

04/28/2016

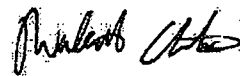
Dated this 27th day of May, 2015.

Respectfully submitted,

/s/ John C. McLemore, Trustee
John C. McLemore, Trustee
Tn. Bar No. 3430
P.O. Box 158249
Nashville, TN 37215-8249
(615) 383-9495 (phone)
(615) 292-9848 (fax)
jmclmore@gmylaw.com

VERIFICATION

The undersigned, **Ahmad Waleed Ashari**, verifies that he has read the foregoing responses and that the responses are correct to the best of his knowledge, information, and belief.

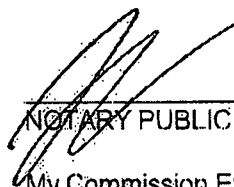


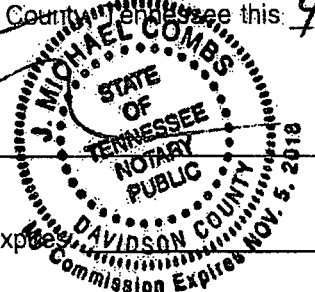
Ahmad Waleed Ashari

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, the within named WALEED ASHARI, with whom I am personally acquainted (or upon the basis of satisfactory evidence presented to me) and who, after being duly sworn, made oath that the answers to interrogatories are true and correct to the best of his knowledge, information or belief.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee this 4
day of June, 2015.


NOTARY PUBLIC
My Commission Expires Nov. 5, 2018



CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Interrogatories and Request for Production of Documents has been served upon Debtor's attorney, John Michael Combs, at jmichaelcombs@bellsouth.net on this 27th day of May, 2015.

/s/ John C. McLemore
John C. McLemore

04/28/2016

Sharp 000512

04/28/2016

From: [Jody Borrelli](#)
To: djh@djh-law.com
Cc: [Victor Fu](#)
Subject: Re: Sharp v. LKP Global Law, LLP
Date: Friday, January 15, 2016 10:32:24 AM

We will need to verify this directly ourselves, of course.

On Thu, Jan 14, 2016 at 2:57 PM, djh@djh-law.com <djh@djh-law.com> wrote:

In the discovery that we propounded on December 17, 2015, a number of the discovery requests deal with information and communications between LKP Global Law, LLP and its client Waleed Ashari with respect to the underlying Ashari v. Sharp. I wanted to make sure we were both on the same page with respect to the discovery responses that will be coming from LKP Global Law, LLP. As you are aware, the holder of the attorney-client privilege is the client, not the attorney. Evidence Code § 953(a). Mr. Ashari has waived the attorney-client privilege both by virtue of responding to questions posed to him regarding this matter at his 341a meeting of creditors and then in subsequent discovery responses, as well as signing a formal express waiver of the attorney-client privilege. I am attaching the formal waiver of the attorney-client privilege for your file. In light of this, we expect to receive substantive responses to this discovery as well as production of the documents that were requested without an assertion of a claim of the attorney-client privilege.

David J. Harter
Law Offices of David J. Harter
A Professional Corporation
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
[\(714\) 731-2550](tel:(714)731-2550)
[\(714\) 731-2595](tel:(714)731-2595) fax
djh@djh-law.com

This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

File No. 2016-033

--
Jody Borrelli
PB Law Group, LLP
444 S. Flower St., Suite 1850
Los Angeles, CA 90071
Tel: (213) 784-0350

04/28/2016

E7

Fax: (213) 784-0355

E-mail: jborrelli@pblawgroup.net

Web: www.PBLawGroup.net

This email, including any attachments, is confidential and privileged. If you are not an intended recipient, please delete the email and notify the sender. We are not tax advisors and any communications by us should not be construed as tax advice or used for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

04/28/2016

04/28/2016

1 JODY BORRELLI (SBN 196550)
2 **PB LAW GROUP, LLP**
3 444 S. Flower Street, Suite 1850
4 Los Angeles, California 90071
5 Telephone: (213)784-0350
6 Facsimile: (213)784-0355

7 Attorneys for Defendants LKP Global Law, LLP;
8 Luan K. Phan; Albert T. Liou, et al.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 **GEORGE SHARP**

12 Plaintiff,

13 vs.

14 LKP GLOBAL LAW, LLP, a California Limited
15 Liability Partnership; LUAN K. PHAN, an
16 individual; ALBERT T. LIOU, an individual;
17 WALEED ASHARI AKA DEELAW ASHARI
18 AKA AHMAD ASHARI, an individual; and DOES
19 1 through 100, inclusive,

20 Defendants.

CASE NO. BC583586

[Assigned for all purposes to the Hon. Teresa Sanchez-Gordon, Dept. 74]

**DEFENDANT LKP GLOBAL LAW, LLP'S
RESPONSES TO PLAINTIFF GEORGE
SHARP'S FIRST SET OF FORM
INTERROGATORIES**

Complaint Filed: February 10, 2015

21 PROPOUNDING PARTY: PLAINTIFF GEORGE SHARP

22 RESPONDING PARTY: DEFENDANT LKP GLOBAL LAW, LLP

23 SET NO.: ONE (1)

24 Defendant LKP Global Law, LLP ("Responding Party" or "Defendant") hereby responds to
25 the Form Interrogatories, Set No. One propounded by Plaintiff George Sharp ("Propounding Party" or
26 "Plaintiff").

27 **I.**

28 **PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

A. Preliminary Statement

The following responses are based upon information and documents presently available and

1 known by Responding Party after diligent search and reasonable inquiry. Responding Party's
2 discovery, investigation, and preparation for trial have not yet been completed as of the date of these
3 responses. Responding Party expressly reserves the right to conduct further discovery and investigation
4 for information which, if presently within Responding Party's knowledge, would have been included in
5 these responses. Responding Party specifically reserves the right to present additional information and
6 documents as may be disclosed through continuing discovery and investigation, and Responding Party
7 assumes no obligation to supplement or amend these responses to reflect information or documents
8 discovered following the date of these responses.

9 These responses are neither intended as, nor shall in any way be deemed, an admission or
10 representation that further information or documents relevant to the subject matter of the request do not
11 exist. Furthermore, these responses are given without prejudice to Responding Party's right to use or rely
12 on at any time, including trial, subsequently discovered materials. Similarly, by responding to the
13 categories herein, Responding Party does not in any way admit possession of any additional responsive
14 information or documents.

15 Specific objections to each request are made on an individual basis in Responding Party's
16 responses below. In addition, Responding Party makes certain general objections to the requests which are
17 set forth below. These general objections are hereby incorporated by reference into the response made
18 with respect to each and every request. For particular emphasis, Responding Party has, from time to time,
19 included one or more of the general objections in the responses below. Responding Party's response to
20 each individual request is submitted without prejudice to, and without in any respect waiving, any general
21 objections not expressly set forth in that response. Accordingly, the inclusion in any response below of
22 any specific objection to a request is neither intended as, nor shall in any way be deemed, a waiver of any
23 general objection or of any other specific objection made herein or that may be asserted at a later date. In
24 addition, the failure to include at this time any general objection or specific objection to a particular
25 request is neither intended as, nor shall be in any way deemed, a waiver of Responding Party's rights to
26 assert that or any other objection at a later date.

27 To the extent that Responding Party provides information pursuant to these requests, Responding
28 Party does not concede the relevancy of such information to this action, nor does it concede that such

1 information must be used for any purpose in any other action, lawsuit, or proceeding. Responding Party
2 expressly reserves the right to object to further discovery into the subject matter of the requests.

3 Where the requests are duplicative and call for the same, or a subset of, documents responsive to
4 other requests, responsive documents will be produced only once.

5 **B. General Objections.**

6 1. Responding Party objects to Propounding Party's requests on the ground that, and to the
7 extent that, they purport to impose requirements upon Responding Party beyond those authorized by Code
8 of Civil Procedure § 2030.210, et seq. and otherwise fail to comport with the requirements of those
9 sections.

10 2. Responding Party objects to the instructions and definitions to the extent that they fail to
11 comply with the Code of Civil Procedure, or place undue burden on Responding Party.

12 3. Responding Party objects to Propounding Party's interrogatories to the extent that they
13 seek information obtainable from other sources that are more convenient and less burdensome or are
14 equally available to Propounding Party.

15 4. Responding Party objects to Propounding Party's interrogatories to the extent they seek
16 information which was prepared, generated, or received in anticipation of or after the commencement of
17 this litigation and to the extent they seek information which is subject to the attorney-client privilege, the
18 attorney work-product doctrine, or any other applicable privilege, privacy right, or rule of confidentiality
19 which precludes or limits production or disclosure of information. Inadvertent disclosure of such
20 information shall not constitute a waiver of any privilege, or any basis for objecting to discovery, or the
21 right of Responding Party to object to the use of any document or information inadvertently disclosed.

22 5. Responding Party objects to Propounding Party's interrogatories on the grounds that, and
23 to the extent that, they are overbroad, unduly burdensome and calculated to vex, harass, or annoy.

24 6. Responding Party objects to Propounding Party's interrogatories on the grounds that, and
25 to the extent that, they seek information that is not relevant to the subject matter of this action, nor
26 reasonably calculated to lead to the discovery of admissible evidence.

27 7. Responding Party objects to these interrogatories on the grounds that they seek private or
28 confidential information, including such information pertaining to third parties.

1 Subject to the foregoing Preliminary Statement and General Objections, which are incorporated
2 into each response below, Responding Party responds as follows:

3 II.

4 **FORM INTERROGATORIES**

5 **FORM INTERROGATORY NO. 1.1:**

6 State the name, ADDRESS, telephone number, and relationship to you of each PERSON
7 who prepared or assisted in the preparation of the responses to these interrogatories. (*Do not identify*
8 *anyone who simply typed or reproduced the responses.*)

9 **RESPONSE TO FORM INTERROGATORY NO. 1.1:**

10 Luan Phan, Jody Borrelli, PB LAW GROUP, 444 S. Flower St., Suite 1850, Los Angeles,
11 CA 90071. (213) 784-0350. Victor T. Fu, LKP Global Law, LLP, 1901 Avenue of the Stars, Suite
12 480, Los Angeles, California 90067, (424) 239-1890.

13 **FORM INTERROGATORY NO. 3.1:**

14 Are you a corporation? If so state:

- 15 a. the name state in the current articles of incorporation;
16 b. all other names used by the corporation during the past 10 years and the dates each
17 was used;
18 c. the date and place of incorporation;
19 d. the ADDRESS of the principal place of business; and
20 e. whether you are qualified to do business in California.

21 **RESPONSE TO FORM INTERROGATORY NO. 3.1:**

22 Subject to and without waiver to the foregoing objections, Responding Party responds as
23 follows: No.

24 **FORM INTERROGATORY NO. 3.2:**

25 Are you a partnership? If so state:

- 26 a. the current partnership name;
27 b. all other names used by the partnership during the past 10 years and the dates each
28 was used;

- 1 c. whether you are limited partnership and, if so, under the laws of what jurisdiction;
2 d. the name and ADDRESS of each general partner; and
3 e. the ADDRESS of the principal place of business.

4 **RESPONSE TO FORM INTERROGATORY NO. 3.2:**

5 Subject to and without waiver to the foregoing objections, Responding Party responds as
6 follows: Yes

- 7 a. LKP Global Law, LLP
8 b. None
9 c. Limited Liability Partnership under the laws of the State of California
10 d. None.
11 e. 1901 Avenue of the Stars, Suite 480, Los Angeles, CA 90067

12 **FORM INTERROGATORY NO. 3.3:**

13 Are you a limited liability company? If so state:

- 14 a. the name stated in the current articles of organization;
15 b. all other names used by the company during the past 10 years and the dates each was
16 used;
17 c. the date and place of filing of the articles of organization;
18 d. the name and ADDRESS of the principal place of business; and
19 e. whether you are qualified to do business in California.

20 **RESPONSE TO FORM INTERROGATORY NO. 3.3:**

21 Subject to and without waiver to the foregoing objections, Responding Party responds as
22 follows: No.

23 **FORM INTERROGATORY NO. 3.4:**

24 Are you a joint venture? If so state:

- 25 a. the current joint venture name?
26 b. all other names used by the joint venture during the past 10 years and the dates each
27 was used;
28 c. the name and ADDRESS of each joint venture; and

1 d. the ADDRESS of the principal place of business.

2 **RESPONSE TO FORM INTERROGATORY NO. 3.4:**

3 Subject to and without waiver to the foregoing objections, Responding Party responds as
4 follows: No.

5 **FORM INTERROGATORY NO. 3.5:**

6 Are you an unincorporated association? If so state:

- 7 a. the current unincorporated association name;
8 b. all other names used by the unincorporated association during the past 10 years and
9 the dates each was used; and
10 c. the ADDRESS of the principal place of business.

11 **RESPONSE TO FORM INTERROGATORY NO. 3.5:**

12 Subject to and without waiver to the foregoing objections, Responding Party responds as
13 follows: No.

14 **FORM INTERROGATORY NO. 3.6:**

15 Have you done business under a fictitious name during the past 10 years? If so, for each
16 fictitious name state:

- 17 a. the name;
18 b. the dates each was used;
19 c. the state and county of each fictitious name filing; and
20 d. the ADDRESS of the principal place of business.

21 **RESPONSE TO FORM INTERROGATORY NO. 3.6:**

22 Subject to and without waiver to the foregoing objections, Responding Party responds as
23 follows: No.

24 **FORM INTERROGATORY NO. 3.7:**

25 Within the past five years has any public entity registered or licensed your business? If so,
26 for each license or registration:

- 27 a. identify the license or registration;
28 b. state the name of the public entity; and

1 c. state the dates of issuance and expiration.

2 **RESPONSE TO FORM INTERROGATORY NO. 3.7:**

3 Subject to the foregoing Preliminary Statement and General Objections, which are
4 incorporated herein, Responding Party objects to this interrogatory on grounds that it is
5 unanswerable, as the definition of "INCIDENT" set forth in these form interrogatories is vague,
6 ambiguous and unintelligible in this context. Responding Party further objects to this request on
7 grounds that it assumes facts not in evidence, is overbroad as to scope, and is burdensome and
8 oppressive.

9 Subject to and without waiving the foregoing objections, Responding Party responds as
10 follows: Yes.

11 (a) Limited Liability Partnership

12 (b) The State Bar of California

13 (c) April 30, 2015 (current, not expired).

14 **FORM INTERROGATORY NO. 4.1:**

15 At the time of the INCIDENT, was there in effect any policy of insurance through which you
16 were or might be insured in any manner (for example, primary, pro-rata, or excess liability coverage
17 or medical expense coverage) for the damages, claims, or actions that have arisen out of the
18 INCIDENT? If so, for each policy state:

- 19 a. the kind of coverage;
20 b. the name and ADDRESS of the insurance company;
21 c. the name, ADDRESS, and telephone number of each named insured;
22 d. the policy number;
23 e. the limits of coverage for each type of coverage contained in the policy;
24 f. whether any reservation of rights or controversy or coverage dispute exists between
25 you and the insurance company; and
26 g. the name, ADDRESS, and telephone number of the custodian of the policy.

27 **RESPONSE TO FORM INTERROGATORY NO. 4.1:**

28 Subject to the foregoing Preliminary Statement and General Objections, which are

1 incorporated herein, Responding Party objects to this interrogatory on grounds that it is
2 unanswerable, as the definition of "INCIDENT" set forth in these form interrogatories is vague,
3 ambiguous and unintelligible in this context. Responding Party further objects to this request on
4 grounds that it assumes facts not in evidence, is overbroad as to scope, and is burdensome and
5 oppressive.

6 Subject to and without waiving the foregoing objections, Responding Party responds as
7 follows:

- 8 (a) Lawyer's Professional Liability
- 9 (b) Lloyds, London; c/o Tucker Ellis LLP, Attn: Robert Cutbirth, 1 Market Plaza, San
10 Francisco, California 94105
- 11 (c) LKP Global Law, LLP
- 12 (d) IML-1114R2-190025
- 13 (e) \$3,000,000 in the Aggregate including Claims Expenses
- 14 (f) Yes – Carrier has denied coverage.
- 15 (g) LKP Global Law, LLP, Attn: Victor T. Fu, 1901 Avenue of the Stars, Suite 480, Los
16 Angeles, California 90067; (424) 239-1890.

17 **FORM INTERROGATORY NO. 4.2:**

18 Are you self-insured under any statute for the damages, claims or actions that have arisen out
19 of the INCIDENT? If so, specify the statute.

20 **RESPONSE TO FORM INTERROGATORY NO. 4.2:**

21 Subject to the foregoing Preliminary Statement and General Objections, which are
22 incorporated herein, Responding Party objects to this interrogatory on grounds that it is
23 unanswerable, as the definition of "INCIDENT" set forth in these form interrogatories is vague,
24 ambiguous and unintelligible in this context. Responding Party further objects to this request on
25 grounds that it assumes facts not in evidence, is overbroad as to scope, and is burdensome and
26 oppressive.

27 Subject to and without waiving the foregoing objections, Responding Party responds as
28 follows: No.

1 **FORM INTERROGATORY NO. 12.1:**

2 State the name, ADDRESS, and telephone number of each individual

3 a. who witnessed the INCIDENT or the events occurring immediately before or after the
4 INCIDENT;

5 b. who made any statement at the scene of the INCIDENT;

6 c. who heard any statements made about the INCIDENT by any individual at the scene; and

7 d. who YOU OR ANYONE ACTING ON YOUR BEHALF claim has knowledge of the
8 INCIDENT (except for expert witnesses covered by Code of Civil Procedure section
9 2034).

10 **RESPONSE TO FORM INTERROGATORY NO. 12.1:**

11 Subject to the foregoing Preliminary Statement and General Objections, which are
12 incorporated herein, Responding Party objects to this interrogatory on grounds that it is
13 unanswerable, as the definition of "INCIDENT" set forth in these form interrogatories is vague,
14 ambiguous and unintelligible in this context. Responding Party further objects to this request on
15 grounds that it assumes facts not in evidence, is overbroad as to scope, and is burdensome and
16 oppressive. Based upon the foregoing objections, Responding Party is unable to respond to this
17 interrogatory as presently framed.

18 **FORM INTERROGATORY NO. 12.2:**

19 Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual
20 concerning the INCIDENT? If so, for each individual state:

21 a. the name, ADDRESS, and telephone number of the individual interviewed;

22 b. the date of the interview; and

23 c. the name, ADDRESS, and telephone number of the PERSON who conducted the
24 interview.

25 **RESPONSE TO FORM INTERROGATORY NO. 12.2:**

26 Subject to the foregoing Preliminary Statement and General Objections, which are
27 incorporated herein, Responding Party objects to this interrogatory on grounds that it is
28 unanswerable, as the definition of "INCIDENT" set forth in these form interrogatories is vague,

1 ambiguous and unintelligible in this context. Responding Party further objects to this request on
2 grounds that it assumes facts not in evidence, is overbroad as to scope, and is burdensome and
3 oppressive.

4 Subject to and without waiving the foregoing objections, Responding Party responds as
5 follows: No.

6 **FORM INTERROGATORY NO. 12.3:**

7 Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or recorded
8 statement from any individual concerning the INCIDENT? If so, for each statement state:

- 9 a. the name, ADDRESS, and telephone number of the individual from whom the statement
10 was obtained;
11 b. the name, ADDRESS, and telephone number of the individual who obtained the
12 statement
13 c. the date the statement was obtained; and
14 d. the name, ADDRESS, and telephone number of each PERSON who has the original
15 statement or a copy.

16 **RESPONSE TO FORM INTERROGATORY NO. 12.3:**

17 Subject to the foregoing Preliminary Statement and General Objections, which are
18 incorporated herein, Responding Party objects to this interrogatory on grounds that it is
19 unanswerable, as the definition of "INCIDENT" set forth in these form interrogatories is vague,
20 ambiguous and unintelligible in this context. Responding Party further objects to this request on
21 grounds that it assumes facts not in evidence, is overbroad as to scope, and is burdensome and
22 oppressive.

23 Subject to and without waiving the foregoing objections, Responding Party responds as
24 follows: No.

25 **FORM INTERROGATORY NO. 15.1:**

26 Identify each denial of a material allegation and each special or affirmative defense in your
27 pleadings and for each:

- 28 a. state all facts upon which you base the denial or special or affirmative defense; used;

- 1 b. state the names, ADDRESSES, and telephone numbers of all PERSONS who have
2 knowledge of these facts; and
3 c. identify all DOCUMENTS and other tangible things that support your denial or
4 special or affirmative defense, and state the name, ADDRESS, and telephone number
5 of the PERSON who has each DOCUMENT.

6 **RESPONSE TO FORM INTERROGATORY NO. 15.1:**

7 Responding Party incorporates by reference each of the aforementioned general objections
8 herein. Responding Party objects to this interrogatory on grounds that such information is protected
9 from disclosure by the right to privacy. Responding Party further objects on grounds that said
10 interrogatory seeks information not likely to lead to the discovery of admissible evidence.
11 Responding Party objects to this interrogatory on grounds that it is unanswerable, as the definition of
12 “INCIDENT” set forth in these form interrogatories is vague, ambiguous and unintelligible in this
13 context. Responding Party further objects to the interrogatory to the extent it seeks information
14 protected by attorney-client privilege, work product, or other applicable privilege, and prematurely
15 calls for expert testimony. Responding Party further objects on grounds and to the extent that the
16 Interrogatory propounded calls for a legal conclusion.

17 Subject to and without waiving the foregoing objections, Responding Party responds as
18 follows:

- 19 a. Among other facts supporting Defendants’ defenses in this lawsuit, Mr. Sharp waived
20 his instant action for damages for malicious prosecution and abuse of process in this
21 case by requesting defense costs pursuant to section 1038 of the Code of Civil
22 Procedure on or about October 14, 2013 in the underlying litigation. This lawsuit is
23 thus also barred because Mr. Sharp lacks any recoverable damages, and on equitable
24 grounds because he is seeking a “double recovery” by this action, by which he would
25 be unjustly enriched. “Offset” thus also lies. The action is also barred based on
26 collateral estoppel since recovery to allegedly make Mr. Sharp whole (in the form of
27 attorneys’ fees awarded in connection with his Anti-SLAPP motion) was awarded
28 and should have been pursued in the underlying lawsuit. As set forth in the

1 Responding Party's Answer, affirmative defenses based on the preceding facts
2 include the following: Failure to state a claim, including based on grounds above.
3 This action is also barred by Mr. Sharp's own unclean hands and bad faith actions and
4 misconduct which render him *in pari delicto*, as well as on grounds of estoppel and
5 waiver. Probable cause established by the honest and reasonable belief held by the
6 attorneys who actually filed and handled the underlying Sharp litigation also bars this
7 action; and waiver effectuated by Mr. Sharp's request for defense costs under CCP
8 section 1038(c). This lawsuit is also barred because the filing of the underlying
9 action by LKP Global Law, LLP and the attorneys actually involved was a
10 publication and petitioning of court absolutely privileged under section 47(b) of the
11 Civil Code. Mr. Sharp's claims are also barred due to his own failure to mitigate his
12 damages, including in failing to pursue avenues as to any prior award of attorneys'
13 fees in the underlying case in connection with his Anti-SLAPP motion, and based on
14 his own negligence, and fault, or that of others.

- 15 b. Witnesses include the following: Wilbur Newball, Waleed Ashari, Martin Novoa,
16 Barry Kirchoff, Brian Breijak, (No Name Given) chartmoney@gmail.com, Cameron
17 McNabb, Chad T. Dillon, Cynthia Briere, David Campbell, Ed Barry, Eric Palank,
18 Fred Owen, Greg Parish, Hashem Musanas, Henry Lay, James Kelly, John R. Low,
19 Fred Arak, Kyle Atkinson, Surinder Gouri, Phuong Tu, Lynn Pohan, Olivia Corabi,
20 Scott Thomas, Jim K (jimk2191@yahoo.com), Mike E. Brault, Vlad Kuznetsov,
21 Roberto Moreno, Gregory Parish, Michael Taft, Nicholas Meyer, Scott Tice, Ray
22 Peters, David M. Campbell, Mark Shaker, Henry Lay, Tim Parks, Raymond
23 Blackerby, Mark Chen, No Name (uk1chad@yahoo.com), Mike Ainsworth, Siqi
24 Chen, Morris Fox, Nick Meyer, Verles Eppinger, Albert Liou, Geronimo Perez, Luan
25 Phan, Alex Frigon, Richard Hull, Bob Bates, Michael Osborn, George Sharp, David
26 Harter, Vickie Loera, David Whittet, Jamie Yi Wang, Jorge S. Olson.
27 c. Subject to and without waiving any of the foregoing objections, Responding Party
28 responds as follows: Pursuant to Code of Civil Procedure § 2030.230, see documents

1 produced by Responding Party in response to the concurrently served document
2 requests. Discovery and investigation are continuing. Responding Party reserves the
3 right to further supplement this response in relation thereto.

4 **FORM INTERROGATORY NO. 17.1:**

5 Is your response to each request for admission served with these interrogatories an
6 unqualified admission? If not, for each response that is not an unqualified admission:

- 7 a. state the number of the request;
8 b. state all facts upon which you base your response;
9 c. state the names, ADDRESSES, and telephone numbers of all PERSONS who have
10 knowledge of those facts; and
11 d. identify all DOCUMENTS and other tangible things that support your response and
12 state the name, ADDRESS, and telephone number of the PERSON who has each
13 DOCUMENT or thing.

14 **RESPONSE TO FORM INTERROGATORY NO. 17.1:**

15 No.

- 16 a. **REQUEST FOR ADMISSION NO. 1**
17 b. Responding Party hereby incorporates the Preliminary Statement and General
18 Objections set forth above. Responding Party further objects to this request on the
19 grounds that it assumes facts not in evidence, is compound and disjunctive and is not
20 separate and complete in and of itself. Responding Party further objects to this
21 request to the extent it seeks confidential and privileged communications protected by
22 the attorney-client privilege, attorney work product doctrine or rights of privacy.
23 Subject to the foregoing objections, Responding Party further responds as follows:
24 LKP Global Law, LLP did not agree to indemnify Waleed Ashari aka Deelaw Ashari
25 aka Ahmad Ashari for any damages he suffered as a result of being the representative
26 plaintiff in the *Ashari v. Sharp* matter.
27 c. Waleed Ashari, Luan K. Phan, Albert T. Liou
28 d. Responding Party has been unable to locate any responsive documents at this time in

its possession or control following a diligent search and reasonable inquiry.

a. **REQUEST FOR ADMISSION NO. 2**

b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this request on the grounds that it assumes facts not in evidence, is compound and disjunctive and is not separate and complete in and of itself. Responding Party further objects to this request to the extent it seeks confidential and privileged communications protected by the attorney-client privilege, attorney work product doctrine or rights of privacy. Subject to the foregoing objections, Responding Party further responds as follows: Waleed Ashari did communicate with Luan K. Phan both orally and in email concerning his belief of George Sharp's misconduct. Said communications are covered by the attorney-client privilege, and Respondent is required to assert the privilege. Respondent will gladly provide the responsive information if Mr. Ashari waives his privilege.

c. Waleed Ashari, Luan K. Phan

d. Responding Party has been unable to locate any responsive documents at this time in its possession or control following a diligent search and reasonable inquiry. Any contention that Mr. Ashari waived the attorney-client privilege as to any documents, if any, will have to be satisfactorily confirmed and verified before production can be made.

a. **REQUEST FOR ADMISSION NO. 3**

b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this request on the grounds that it assumes facts not in evidence, is compound and disjunctive and is not separate and complete in and of itself. Responding Party further objects to this request to the extent it seeks confidential and privileged communications protected by the attorney-client privilege, attorney work product doctrine or rights of privacy. Subject to the foregoing objections, Responding Party further responds as follows:

1 Waleed Ashari had communications with Luan K. Phan concerning his belief of
2 George Sharp's misconduct, which were privileged. Any contention that Mr. Ashari
3 waived the attorney-client privilege as to any documents, if any, will have to be
4 satisfactorily confirmed and verified before production can be made.

5 c. Waleed Ashari, Luan K. Phan

6 d. Responding Party has determined it has no non-privileged responsive documents in
7 its possession or control following a diligent search and reasonable inquiry. Any
8 contention that Mr. Ashari waived the attorney-client privilege as to any documents,
9 if any, will have to be satisfactorily confirmed and verified before production can be
10 made.

11 a. **REQUEST FOR ADMISSION NO. 4**

12 b. Responding Party hereby incorporates the Preliminary Statement and General
13 Objections set forth above. Responding Party further objects to this request on the
14 grounds that it assumes facts not in evidence, is compound and disjunctive and is not
15 separate and complete in and of itself. Responding Party further objects to this
16 request to the extent it seeks confidential and privileged communications protected by
17 the attorney-client privilege, attorney work product doctrine or rights of privacy.

18 Subject to the foregoing objections, Responding Party further responds as follows:

19 LKP Global Law (hereinafter "LKPG") investigated potential witnesses and
20 evidence. LKPG attorneys conducted interviews with Xumanii, Inc. (hereinafter
21 "XUII") company officials to ascertain their current and future prospects. LKPG
22 also visited XUII facilities, toured their offices, and spoke with XUII employees.

23 In addition to interviewing XUII company officials and visiting their offices,
24 LKPG was contacted by numerous people who offered information concerning
25 Sharp's alleged conduct. Some were investors in Xumanii. Others were investors in
26 other companies that Sharp had attacked. Others were lawyers involved in other
27 cases adverse to Sharp. Numerous parties alleged that Sharp used false postings on
28 the internet to attack companies.

1 LKPGL also reviewed multiple websites which contained testimonials and
2 other information from various parties contending that Sharp had received
3 compensation for promoting certain stocks in the past and also bashed other stocks
4 without any reasonable basis for doing so. Additionally, LKPGL reviewed several of
5 Sharp's own comments, posts, and tweets and determined that they appeared to be
6 misleading and / or untrue based on their research and investigation. LKPGL also
7 was aware that Sharp had earned an unsavory reputation of filing shakedown lawsuits
8 against publicly traded companies and others in apparent attempts to extract nuisance
9 value settlements.

10 LKPGL reviewed documents relevant to Mr. Ashari's claims, including
11 without limitation, other litigation pending against Sharp, XUII company information,
12 and various websites including some allegedly owned and or controlled by Sharp.
13 LKPGL also discussed the pending litigation with counsel that had represented or
14 were currently representing other companies in actions against Sharp. Finally,
15 LKPGL reviewed press releases and publicly available documents including but
16 without limitation past and pending litigation involving Sharp which contained
17 similar allegations against Mr. Sharp. All of these investigations including without
18 limitation the inquiries, interviews, company visits, research, and review of public
19 documents appeared to substantiate alleged claims that Sharp was making false
20 statements and misleading posts and tweets in an effort to drive down the price of
21 XUII stock. After conducting its research and investigation, LKPGL believed that
22 Mr. Ashari's claims appeared to be objectively reasonable representations and were
23 corroborated by multiple sources.

24 Additional supporting evidence to corroborate the allegations against Sharp
25 were sought in the form of Sharp's trading records or the records of his associates or
26 affiliates. In order to obtain such materials, LKPGL needed to initiate the lawsuit and
27 obtain such through discovery after the case was filed. Once the lawsuit was filed,
28 LKPGL sought discovery through subpoenas and requests for production, but Sharp

1 blocked all discovery by filing an Anti-Slapp motion. LKPGL filed a motion for
2 leave to obtain discovery. Sharp objected to the motion submitting a declaration to
3 the Court stating that he had never traded any XUII stock. The Court relied on
4 Sharp's declaration and blocked LKPGL's attempt to obtain discovery. LKPGL now
5 knows that Sharp committed perjury when he submitted that declaration in order to
6 block the discovery. LKPGL wanted to appeal the ruling but Mr. Ashari chose to no
7 longer proceed with the action. LKPGL is confident that the ruling would have been
8 overturned, particularly in light of the new evidence that Sharp committed perjury.

9 c. Witnesses and/or persons with knowledge include Wilbur Newball, Waleed Ashari,
10 Martin Novoa, Barry Kirchoff, Brian Breijak, (No Name Given)
11 chartmoney@gmail.com, Cameron McNabb, Chad T. Dillon, Cynthia Briere, David
12 Campbell, Ed Barry, Eric Palank, Fred Owen, Greg Parish, Hashem Musanas, Henry
13 Lay, James Kelly, John R. Low, Fred Arak, Kyle Atkinson, Surinder Gouri, Phuong
14 Tu, Lynn Poca, Olivia Corabi, Scott Thomas, Jim K (jimk2191@yahoo.com), Mike
15 E. Brault, Vlad Kuznetsov, Roberto Moreno, Gregory Parish, Michael Taft, Nicholas
16 Meyer, Scott Tice, Ray Peters, David M. Campbell, Mark Shaker, Henry Lay, Tim
17 Parks, Raymond Blackerby, Mark Chen, No Name (uklchad@yahoo.com), Mike
18 Ainsworth, Siqi Chen, Morris Fox, Nick Meyer, Verles Eppinger, Albert Liou,
19 Geronimo Perez, Luan Phan, Alex Frigon, Richard Hull, Bob Bates, Michael Osborn,
20 George Sharp, David Harter, Vickie Loera, David Whittet, Jamie Yi Wang, Jorge S.
21 Olson.

22 d. Subject to and without waiving any of the foregoing objections, Responding Party
23 responds as follows: Pursuant to Code of Civil Procedure § 2030.230, see documents
24 produced by Responding Party in response to the concurrently served document
25 requests. Discovery and investigation are continuing. Responding Party reserves the
26 right to further supplement this response in relation thereto.

27 a. **REQUEST FOR ADMISSION NO. 5**

28 b. Responding Party hereby incorporates the Preliminary Statement and General

04/28/2016

Objections set forth above. Responding Party further objects to this request on the grounds that it assumes facts not in evidence, is compound and disjunctive and is not separate and complete in and of itself. Responding Party further objects to this request to the extent it seeks confidential and privileged communications protected by the attorney-client privilege, attorney work product doctrine or rights of privacy.

Subject to the foregoing objections, Responding Party further responds as follows:

Waleed Ashari was one of dozens of individuals who expressed interest in joining the class action lawsuit. As such communications were confidential and made in order to seek legal representation in relation thereto, Responding Party contends such communications are covered by the attorney-client privilege.

- c. Luan Phan and unnamed individuals who sought legal representation through the class action lawsuit.
- d. Responding Party has determined it has no non-privileged responsive documents in its possession or control following a diligent search and reasonable inquiry. Any contention that Mr. Ashari waived the attorney-client privilege as to any documents, if any, will have to be satisfactorily confirmed and verified before production can be made.

a. **REQUEST FOR ADMISSION NO. 7**

- b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this request on the grounds that it assumes facts not in evidence, is compound and disjunctive and is not separate and complete in and of itself. Responding Party further objects to this request to the extent it seeks confidential and privileged communications protected by the attorney-client privilege, attorney work product doctrine or rights of privacy. Based upon the foregoing objections, Responding Party is unable to admit or deny this request.
- c. Luan Phan, Waleed Ashari
- d. Responding Party has determined it has no non-privileged responsive documents in

1 its possession or control following a diligent search and reasonable inquiry. Any
2 contention that Mr. Ashari waived the attorney-client privilege as to any documents,
3 if any, will have to be satisfactorily confirmed and verified before production can be
4 made.

5 a. **REQUEST FOR ADMISSION NO. 8**

- 6 b. Responding Party hereby incorporates the Preliminary Statement and General
7 Objections set forth above. Responding Party further objects to this request on the
8 grounds that it assumes facts not in evidence, is compound and disjunctive and is not
9 separate and complete in and of itself. Responding Party further objects to this
10 request to the extent it seeks confidential and privileged communications protected by
11 the attorney-client privilege, attorney work product doctrine or rights of privacy.
12 Subject to the foregoing objections, Responding Party further responds as follows:

13 The *Ashari v. Sharp* lawsuit was filed in an effort to assist injured parties in
14 recovering damages from the alleged conduct of George Sharp with respect to stock
15 manipulation, misinformation, and his misleading statements made with the apparent
16 intent of driving the XUII stock price down.

17 LKP Global Law (hereinafter "LKPG") investigated potential witnesses and
18 evidence. LKPG attorneys conducted interviews with Xumanii, Inc. (hereinafter
19 "XUII") company officials to ascertain their current and future prospects. LKPG
20 also visited XUII facilities, toured their offices, and spoke with XUII employees.

21 In addition to interviewing XUII company officials and visiting their offices,
22 LKPG was contacted by numerous people who offered information concerning
23 Sharp's alleged conduct. Some were investors in Xumanii. Others were investors in
24 other companies that Sharp had attacked. Others were lawyers involved in other
25 cases adverse to Sharp. Numerous parties alleged that Sharp used false postings on
26 the internet to attack companies.

27 LKPG also reviewed multiple websites which contained testimonials and other
28 information from various parties contending that Sharp had received compensation

1 for promoting certain stocks in the past and also bashed other stocks without any
2 reasonable basis for doing so. Additionally, LKPGL reviewed several of Sharp's own
3 comments, posts, and tweets and determined that they appeared to be misleading and
4 / or untrue based on their research and investigation. LKPGL also was aware that
5 Sharp had earned an unsavory reputation of filing shakedown lawsuits against
6 publicly traded companies and others in apparent attempts to extract nuisance value
7 settlements.

8 LKPGL reviewed documents relevant to Mr. Ashari's claims, including without
9 limitation, other litigation pending against Sharp, XUII company information, and
10 various websites including some allegedly owned and or controlled by Sharp.
11 LKPGL also discussed the pending litigation with counsel that had represented or
12 were currently representing other companies in actions against Sharp. Finally,
13 LKPGL reviewed press releases and publicly available documents including but
14 without limitation past and pending litigation involving Sharp which contained
15 similar allegations against Mr. Sharp. All of these investigations including without
16 limitation the inquiries, interviews, company visits, research, and review of public
17 documents appeared to substantiate alleged claims that Sharp was making false
18 statements and misleading posts and tweets in an effort to drive down the price of
19 XUII stock. After conducting its research and investigation, LKPGL believed that
20 Mr. Ashari's claims appeared to be objectively reasonable representations and were
21 corroborated by multiple sources.

22 Additional supporting evidence to corroborate the allegations against Sharp were
23 sought in the form of Sharp's trading records or the records of his associates or
24 affiliates. In order to obtain such materials, LKPGL needed to initiate the lawsuit and
25 obtain such through discovery after the case was filed. Once the lawsuit was filed,
26 LKPGL sought discovery through subpoenas and requests for production, but Sharp
27 blocked all discovery by filing an Anti-Slapp motion. LKPGL filed a motion for
28 leave to obtain discovery. Sharp objected to the motion submitting a declaration to

1 the Court stating that he had never traded any XUII stock. The Court relied on
2 Sharp's declaration and blocked LKPGL's attempt to obtain discovery. LKPGL now
3 knows that Sharp committed perjury when he submitted that declaration in order to
4 block the discovery. LKPGL wanted to appeal the ruling but Mr. Ashari chose to no
5 longer proceed with the action. LKPGL is confident that the ruling would have been
6 overturned, particularly in light of the new evidence that Sharp committed perjury.

7 c. Witnesses and/or persons with knowledge include Wilbur Newball, Waleed
8 Ashari, Martin Novoa, Barry Kirchoff, Brian Breijak, (No Name Given)
9 chartmoney@gmail.com, Cameron McNabb, Chad T. Dillon, Cynthia Briere, David
10 Campbell, Ed Barry, Eric Palank, Fred Owen, Greg Parish, Hashem
11 Musanas, Henry Lay, James Kelly, John R. Low, Fred Arak, Kyle Atkinson, Surinder
12 Gouri, Phuong Tu, Lynn Poca, Olivia Corabi, Scott Thomas, Jim K
13 (jimk2191@yahoo.com), Mike E. Brault, Vlad Kuznetsov, Roberto Moreno, Gregory
14 Parish, Michael Taft, Nicholas Meyer, Scott Tice, Ray Peters, David M. Campbell,
15 Mark Shaker, Henry Lay, Tim Parks, Raymond Blackerby, Mark Chen, No Name
16 (uk1chad@yahoo.com), Mike Ainsworth, Siqi Chen, Morris Fox, Nick Meyer,
17 Verles Eppinger, Albert Liou, Geronimo Perez, Luan Phan, Alex Frigon, Richard
18 Hull, Bob Bates, Michael Osborn, George Sharp, David Harter, Vickie Loera, David
19 Whittet, Jamie Yi Wang, Jorge S. Olson.

20 d. Pursuant to Code of Civil Procedure § 2030.230, Respondent elects to produce all
21 non-privileged responsive documents in its possession, custody and control, if any
22 located through reasonably diligent search. Discovery and investigation are
23 continuing. Responding Party reserves the right to further supplement this response
24 in relation thereto.

25 a. **REQUEST FOR ADMISSION NO. 9**

26 b. Responding Party hereby incorporates the Preliminary Statement and General
27 Objections set forth above. Responding Party further objects to this request on the
28 grounds that it assumes facts not in evidence, is compound and disjunctive and is not

1 separate and complete in and of itself. Responding Party further objects to this
2 request to the extent it seeks confidential and privileged communications protected by
3 the attorney-client privilege, attorney work product doctrine or rights of privacy.
4 Subject to the foregoing objections, Responding Party further responds as follows:

5 LKP Global Law (hereinafter "LKPGL") investigated potential witnesses and
6 evidence. LKPGL attorneys conducted interviews with Xumanii, Inc. (hereinafter
7 "XUII") company officials to ascertain their current and future prospects. LKPGL
8 also visited XUII facilities, toured their offices, and spoke with XUII employees.

9 In addition to interviewing XUII company officials and visiting their offices,
10 LKPGL was contacted by numerous people who offered information concerning
11 Sharp's alleged conduct. Some were investors in Xumanii. Others were investors in
12 other companies that Sharp had attacked. Others were lawyers involved in other
13 cases adverse to Sharp. Numerous parties alleged that Sharp used false postings on
14 the internet to attack companies.

15 LKPGL also reviewed multiple websites which contained testimonials and
16 other information from various parties contending that Sharp had received
17 compensation for promoting certain stocks in the past and also bashed other stocks
18 without any reasonable basis for doing so. Additionally, LKPGL reviewed several of
19 Sharp's own comments, posts, and tweets and determined that they appeared to be
20 misleading and / or untrue based on their research and investigation. LKPGL also
21 was aware that Sharp had earned an unsavory reputation of filing shakedown lawsuits
22 against publicly traded companies and others in apparent attempts to extract nuisance
23 value settlements.

24 LKPGL reviewed documents relevant to Mr. Ashari's claims, including
25 without limitation, other litigation pending against Sharp, XUII company information,
26 and various websites including some allegedly owned and or controlled by Sharp.
27 LKPGL also discussed the pending litigation with counsel that had represented or
28

1 were currently representing other companies in actions against Sharp. Finally,
2 LKPGL reviewed press releases and publicly available documents including but
3 without limitation past and pending litigation involving Sharp which contained
4 similar allegations against Mr. Sharp. All of these investigations including without
5 limitation the inquiries, interviews, company visits, research, and review of public
6 documents appeared to substantiate alleged claims that Sharp was making false
7 statements and misleading posts and tweets in an effort to drive down the price of
8 XUUI stock. After conducting its research and investigation, LKPGL believed that
9 Mr. Ashari's claims appeared to be objectively reasonable representations and were
10 corroborated by multiple sources.

11 Additional supporting evidence to corroborate the allegations against Sharp
12 were sought in the form of Sharp's trading records or the records of his associates or
13 affiliates. In order to obtain such materials, LKPGL needed to initiate the lawsuit and
14 obtain such through discovery after the case was filed. Once the lawsuit was filed,
15 LKPGL sought discovery through subpoenas and requests for production, but Sharp
16 blocked all discovery by filing an Anti-Slapp motion. LKPGL filed a motion for
17 leave to obtain discovery. Sharp objected to the motion submitting a declaration to
18 the Court stating that he had never traded any XUUI stock. The Court relied on
19 Sharp's declaration and blocked LKPGL's attempt to obtain discovery. LKPGL now
20 knows that Sharp committed perjury when he submitted that declaration in order to
21 block the discovery. LKPGL wanted to appeal the ruling but Mr. Ashari chose to no
22 longer proceed with the action. LKPGL is confident that the ruling would have been
23 overturned, particularly in light of the new evidence that Sharp committed perjury.

24 c. Wilbur Newball, Waleed Ashari, Martin Novoa, Barry Kirchoff, Brian Breijak, (No
25 Name Given) chartmoney@gmail.com, Cameron McNabb, Chad T. Dillon, Cynthia
26 Briere, David Campbell, Ed Barry, Eric Palank, Fred Owen, Greg Parish, Hashem
27 Musanas, Henry Lay, James Kelly, John R. Low, Fred Arak, Kyle Atkinson, Surinder
28 Gouri, Phuong Tu, Lynn Pocan, Olivia Corabi, Scott Thomas, Jim K

(jimk2191@yahoo.com), Mike E. Brault, Vlad Kuznetsov, Roberto Moreno, Gregory Parish, Michael Taft, Nicholas Meyer, Scott Tice, Ray Peters, David M. Campbell, Mark Shaker, Henry Lay, Tim Parks, Raymond Blackerby, Mark Chen, No Name (uk1chad@yahoo.com), Mike Ainsworth, Siqi Chen, Morris Fox, Nick Meyer, Verles Eppinger, Albert Liou, Geronimo Perez, Luan Phan, Alex Frigon, Richard Hull, Bob Bates, Michael Osborn, George Sharp, David Harter, Vickie Loera, David Whittet, Jamie Yi Wang, Jorge S. Olson.

d. Pursuant to Code of Civil Procedure § 2030.230, Respondent elects to produce all non-privileged responsive documents in its possession, custody and control, if any located through reasonably diligent search. Discovery and investigation are continuing. Responding Party reserves the right to further supplement this response in relation thereto

a. **REQUEST FOR ADMISSION NO. 10**

b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this request on the grounds that it assumes facts not in evidence, is compound and disjunctive and is not separate and complete in and of itself. Responding Party further objects to this request to the extent it seeks confidential and privileged communications protected by the attorney-client privilege, attorney work product doctrine or rights of privacy. Subject to the foregoing objections, Responding Party further responds as follows:

LKP Global Law (hereinafter "LKPG") investigated potential witnesses and evidence. LKPG attorneys conducted interviews with Xumanii, Inc. (hereinafter "XUII") company officials to ascertain their current and future prospects. LKPG also visited XUII facilities, toured their offices, and spoke with XUII employees.

In addition to interviewing XUII company officials and visiting their offices, LKPG was contacted by numerous people who offered information concerning Sharp's alleged conduct. Some were investors in Xumanii. Others were investors in other companies that Sharp had attacked. Others were lawyers involved in other

1 cases adverse to Sharp. Numerous parties alleged that Sharp used false postings on
2 the internet to attack companies.

3 LKPGL also reviewed multiple websites which contained testimonials and
4 other information from various parties contending that Sharp had received
5 compensation for promoting certain stocks in the past and also bashed other stocks
6 without any reasonable basis for doing so. Additionally, LKPGL reviewed several of
7 Sharp's own comments, posts, and tweets and determined that they appeared to be
8 misleading and / or untrue based on their research and investigation. LKPGL also
9 was aware that Sharp had earned an unsavory reputation of filing shakedown lawsuits
10 against publicly traded companies and others in apparent attempts to extract nuisance
11 value settlements.

12 LKPGL reviewed documents relevant to Mr. Ashari's claims, including
13 without limitation, other litigation pending against Sharp, XUII company information,
14 and various websites including some allegedly owned and or controlled by Sharp.
15 LKPGL also discussed the pending litigation with counsel that had represented or
16 were currently representing other companies in actions against Sharp. Finally,
17 LKPGL reviewed press releases and publicly available documents including but
18 without limitation past and pending litigation involving Sharp which contained
19 similar allegations against Mr. Sharp. All of these investigations including without
20 limitation the inquiries, interviews, company visits, research, and review of public
21 documents appeared to substantiate alleged claims that Sharp was making false
22 statements and misleading posts and tweets in an effort to drive down the price of
23 XUII stock. After conducting its research and investigation, LKPGL believed that
24 Mr. Ashari's claims appeared to be objectively reasonable representations and were
25 corroborated by multiple sources.

26 Additional supporting evidence to corroborate the allegations against Sharp
27 were sought in the form of Sharp's trading records or the records of his associates or
28 affiliates. In order to obtain such materials, LKPGL needed to initiate the lawsuit and

04/28/2016

1 obtain such through discovery after the case was filed. Once the lawsuit was filed,
2 LKPGL sought discovery through subpoenas and requests for production, but Sharp
3 blocked all discovery by filing an Anti-Slapp motion. LKPGL filed a motion for
4 leave to obtain discovery. Sharp objected to the motion submitting a declaration to
5 the Court stating that he had never traded any XUII stock. The Court relied on
6 Sharp's declaration and blocked LKPGL's attempt to obtain discovery. LKPGL now
7 knows that Sharp committed perjury when he submitted that declaration in order to
8 block the discovery. LKPGL wanted to appeal the ruling but Mr. Ashari chose to no
9 longer proceed with the action. LKPGL is confident that the ruling would have been
10 overturned, particularly in light of the new evidence that Sharp committed perjury.

11 c. Wilbur Newball, Waleed Ashari, Martin Novoa, Barry Kirchoff, Brian Breijak, (No
12 Name Given) chartmoney@gmail.com, Cameron McNabb, Chad T. Dillon, Cynthia
13 Briere, David Campbell, Ed Barry, Eric Palank, Fred Owen, Greg Parish, Hashem
14 Musanas, Henry Lay, James Kelly, John R. Low, Fred Arak, Kyle Atkinson, Surinder
15 Gouri, Phuong Tu, Lynn Pocan, Olivia Corabi, Scott Thomas, Jim K
16 (jimk2191@yahoo.com), Mike E. Brault, Vlad Kuznetsov, Roberto Moreno, Gregory
17 Parish, Michael Taft, Nicholas Meyer, Scott Tice, Ray Peters, David M. Campbell,
18 Mark Shaker, Henry Lay, Tim Parks, Raymond Blackerby, Mark Chen, No Name
19 (uk1chad@yahoo.com), Mike Ainsworth, Siqi Chen, Morris Fox, Nick Meyer,
20 Verles Eppinger, Albert Liou, Geronimo Perez, Luan Phan, Alex Frigon, Richard
21 Hull, Bob Bates, Michael Osborn, George Sharp, David Harter, Vickie Loera, David
22 Whittet, Jamie Yi Wang, Jorge S. Olson.

23 d. Pursuant to Code of Civil Procedure § 2030.230, Respondent elects to produce all
24 non-privileged responsive documents in its possession, custody and control, if any
25 located through reasonably diligent search. Discovery and investigation are
26 continuing. Responding Party reserves the right to further supplement this response
27 in relation thereto.
28

1 a. **REQUEST FOR ADMISSION NO. 11**

2 b. Responding Party hereby incorporates the Preliminary Statement and General
3 Objections set forth above. Responding Party further objects to this request on the
4 grounds that it assumes facts not in evidence, is compound and disjunctive and is not
5 separate and complete in and of itself. Responding Party further objects to this
6 request to the extent it seeks confidential and privileged communications protected by
7 the attorney-client privilege, attorney work product doctrine or rights of privacy.
8 Subject to the foregoing objections, Responding Party further responds as follows:

9 LKP Global Law (hereinafter "LKPGL") investigated potential witnesses and
10 evidence. LKPGL attorneys conducted interviews with Xumanii, Inc. (hereinafter
11 "XUII") company officials to ascertain their current and future prospects. LKPGL
12 also visited XUII facilities, toured their offices, and spoke with XUII employees.

13 In addition to interviewing XUII company officials and visiting their offices,
14 LKPGL was contacted by numerous people who offered information concerning
15 Sharp's alleged conduct. Some were investors in Xumanii. Others were investors in
16 other companies that Sharp had attacked. Others were lawyers involved in other
17 cases adverse to Sharp. Numerous parties alleged that Sharp used false postings on
18 the internet to attack companies.

19 LKPGL also reviewed multiple websites which contained testimonials and
20 other information from various parties contending that Sharp had received
21 compensation for promoting certain stocks in the past and also bashed other stocks
22 without any reasonable basis for doing so. Additionally, LKPGL reviewed several of
23 Sharp's own comments, posts, and tweets and determined that they appeared to be
24 misleading and / or untrue based on their research and investigation. LKPGL also
25 was aware that Sharp had earned an unsavory reputation of filing shakedown lawsuits
26 against publicly traded companies and others in apparent attempts to extract nuisance
27 value settlements.
28

1 LKPGGL reviewed documents relevant to Mr. Ashari's claims, including
2 without limitation, other litigation pending against Sharp, XUII company information,
3 and various websites including some allegedly owned and or controlled by Sharp.
4 LKPGGL also discussed the pending litigation with counsel that had represented or
5 were currently representing other companies in actions against Sharp. Finally,
6 LKPGGL reviewed press releases and publicly available documents including but
7 without limitation past and pending litigation involving Sharp which contained
8 similar allegations against Mr. Sharp. All of these investigations including without
9 limitation the inquiries, interviews, company visits, research, and review of public
10 documents appeared to substantiate alleged claims that Sharp was making false
11 statements and misleading posts and tweets in an effort to drive down the price of
12 XUII stock. After conducting its research and investigation, LKPGGL believed that
13 Mr. Ashari's claims appeared to be objectively reasonable representations and were
14 corroborated by multiple sources.

15 Additional supporting evidence to corroborate the allegations against Sharp
16 were sought in the form of Sharp's trading records or the records of his associates or
17 affiliates. In order to obtain such materials, LKPGGL needed to initiate the lawsuit and
18 obtain such through discovery after the case was filed. Once the lawsuit was filed,
19 LKPGGL sought discovery through subpoenas and requests for production, but Sharp
20 blocked all discovery by filing an Anti-Slapp motion. LKPGGL filed a motion for
21 leave to obtain discovery. Sharp objected to the motion submitting a declaration to
22 the Court stating that he had never traded any XUII stock. The Court relied on
23 Sharp's declaration and blocked LKPGGL's attempt to obtain discovery. LKPGGL now
24 knows that Sharp committed perjury when he submitted that declaration in order to
25 block the discovery. LKPGGL wanted to appeal the ruling but Mr. Ashari chose to no
26 longer proceed with the action. LKPGGL is confident that the ruling would have been
27 overturned, particularly in light of the new evidence that Sharp committed perjury.
28 c. Wilbur Newball, Waleed Ashari, Martin Novoa, Barry Kirchoff, Brian Breijak, (No

1 Name Given) chartmoney@gmail.com, Cameron McNabb, Chad T. Dillon, Cynthia
2 Briere, David Campbell, Ed Barry, Eric Palank, Fred Owen, Greg Parish, Hashem
3 Musanas, Henry Lay, James Kelly, John R. Low, Fred Arak, Kyle Atkinson, Surinder
4 Gouri, Phuong Tu, Lynn Poca, Olivia Corabi, Scott Thomas, Jim K
5 (jimk2191@yahoo.com), Mike E. Brault, Vlad Kuznetsov, Roberto Moreno, Gregory
6 Parish, Michael Taft, Nicholas Meyer, Scott Tice, Ray Peters, David M. Campbell,
7 Mark Shaker, Henry Lay, Tim Parks, Raymond Blackerby, Mark Chen, No Name
8 (uklchad@yahoo.com), Mike Ainsworth, Siqi Chen, Morris Fox, Nick Meyer,
9 Verles Eppinger, Albert Liou, Geronimo Perez, Luan Phan, Alex Frigon, Richard
10 Hull, Bob Bates, Michael Osborn, George Sharp, David Harter, Vickie Loera, David
11 Whittet, Jamie Yi Wang, Jorge S. Olson.

12 d. Pursuant to Code of Civil Procedure § 2030.230, Respondent elects to produce all
13 non-privileged responsive documents in its possession, custody and control, if any
14 located through reasonably diligent search. Discovery and investigation are
15 continuing. Responding Party reserves the right to further supplement this response
16 in relation thereto.

17
18 a. **REQUEST FOR ADMISSION NO. 12**

19 b. Responding Party hereby incorporates the Preliminary Statement and General
20 Objections set forth above. Responding Party further objects to this request on the
21 grounds that it assumes facts not in evidence, is compound and disjunctive and is not
22 separate and complete in and of itself. Responding Party further objects to this
23 request to the extent it seeks confidential and privileged communications protected by
24 the attorney-client privilege, attorney work product doctrine or rights of privacy.
25 Based upon the foregoing objections, Responding Party is unable to admit or deny
26 this request.

27 c. Luan Phan, Waleed Ashari

28 d. Responding Party has determined it has no non-privileged responsive documents in

1 its possession or control following a diligent search and reasonable inquiry. Any
2 contention that Mr. Ashari waived the attorney-client privilege as to any documents,
3 if any, will have to be satisfactorily confirmed and verified before production can be
4 made.

5 a. **REQUEST FOR ADMISSION NO. 13**

6 b. Responding Party hereby incorporates the Preliminary Statement and General
7 Objections set forth above. Responding Party further objects to this request on the
8 grounds that it is vague and ambiguous in its use of the phrase, "fee agreement",
9 assumes facts not in evidence, is compound and disjunctive and is not separate and
10 complete in and of itself. Responding Party further objects to this request to the
11 extent it seeks confidential and privileged communications protected by the attorney-
12 client privilege, attorney work product doctrine or rights of privacy.

13 c. Luan Phan and Waleed Ashari

14 d. Responding Party has determined it has no non-privileged responsive documents in
15 its possession or control following a diligent search and reasonable inquiry. Any
16 contention that Mr. Ashari waived the attorney-client privilege as to any documents,
17 if any, will have to be satisfactorily confirmed and verified before production can be
18 made.

19 a. **REQUEST FOR ADMISSION NO. 15**

20 b. Responding Party hereby incorporates the Preliminary Statement and General
21 Objections set forth above. Subject to the foregoing objections, Responding Party
22 further responds as follows: The Certificate of Registration was issued to LKP Global
23 Law, LLP with an effective date of April 30, 2015.

24 c. Victor Fu

25 d. Subject to and without waiving any of the foregoing objections, Responding Party
26 responds as follows: Pursuant to Code of Civil Procedure § 2030.230, see documents
27 produced by Responding Party in response to the concurrently served document
28 requests.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

a. **REQUEST FOR ADMISSION NO. 19**

- b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this interrogatory on the grounds that it seeks information and materials in violation of the privacy rights of the parties. Subject to the foregoing objections, Responding Party further responds as follows: Victor T. Fu was not an equity partner at that time.
- c. Victor T. Fu, Luan Phan, Kevin Leung, Young Kim and Donald Lee
- d. Responding Party has determined it has no non-privileged responsive documents in its possession or control following a diligent search and reasonable inquiry.

a. **REQUEST FOR ADMISSION NO. 20**

- b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this interrogatory on the grounds that it seeks information and materials in violation of the privacy rights of the parties. Subject to the foregoing objections, Responding Party further responds as follows: Ryan S. Hong was not an equity partner at that time.
- c. Ryan S. Hong, Luan Phan, Kevin Leung, Young Kim and Donald Lee
- d. Responding Party has determined it has no non-privileged responsive documents in its possession or control following a diligent search and reasonable inquiry.

a. **REQUEST FOR ADMISSION NO. 21**

- b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this interrogatory on the grounds that it seeks information and materials in violation of the privacy rights of the parties. Subject to the foregoing objections, Responding Party further responds as follows: Francis Chen was not an equity partner at that time.
- c. Francis Chen, Luan Phan, Kevin Leung, Young Kim and Donald Lee
- d. Responding Party has determined it has no non-privileged responsive documents in its possession or control following a diligent search and reasonable inquiry.

04/28/2016

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

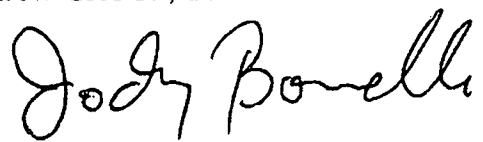
- a. **REQUEST FOR ADMISSION NO. 22**
- b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this interrogatory on the grounds that it seeks information and materials in violation of the privacy rights of the parties. Subject to the foregoing objections, Responding Party further responds as follows: Dominador D. Tolentino was not an equity partner at that time.
- c. Dominador D. Tolentino, Luan Phan, Kevin Leung, Young Kim and Donald Lee
- d. Responding Party has determined it has no non-privileged responsive documents in its possession or control following a diligent search and reasonable inquiry.
- a. **REQUEST FOR ADMISSION NO. 23**
- b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this interrogatory on the grounds that it seeks information and materials in violation of the privacy rights of the parties. Subject to the foregoing objections, Responding Party further responds as follows: Rahul P. Dange was not an equity partner at that time.
- c. Rahul P. Dange, Luan Phan, Kevin Leung, Young Kim and Donald Lee
- d. Responding Party has determined it has no non-privileged responsive documents in its possession or control following a diligent search and reasonable inquiry.
- a. **REQUEST FOR ADMISSION NO. 24**
- b. Responding Party hereby incorporates the Preliminary Statement and General Objections set forth above. Responding Party further objects to this interrogatory on the grounds that it seeks information and materials in violation of the privacy rights of the parties. Subject to the foregoing objections, Responding Party further responds as follows: Joseph H. Park was not an equity partner at that time.
- c. Joseph H. Park, Luan Phan, Kevin Leung, Young Kim and Donald Lee
- d. Responding Party has determined it has no non-privileged responsive documents in its possession or control following a diligent search and reasonable inquiry.

04/28/2016

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: January 21, 2016

Respectfully submitted,
PB LAW GROUP, LLP



By: _____
Jody M. Borrelli
Attorneys for Defendants LKP Global, Law,
LLP; Luan K. Phan; and Albert T. Liou, *et al.*

04/28/2016

VERIFICATION

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I have read the foregoing **DEFENDANT LKP GLOBAL LAW, LLP'S RESPONSES TO PLAINTIFF GEORGE SHARP'S FIRST SET OF FORM INTERROGATORIES** and know its contents.

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☒ I am an officer of LKP Global Law, LLP a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for _____, a party to this action. Such party is absent from the county where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on January 20, 2016 at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



KEVIN K. LEUNG

PROOF OF SERVICE

STATE OF CALIFORNIA,
LOS ANGELES COUNTY

I reside in Los Angeles County in the State of California. I am over the age of 18. I am not a party to this action. My business address is My business address is 444 S. Flower Street, Suite 1850, Los Angeles, California 90071.

On January 21, 2016, I served the document described as:

**DEFENDANT LKP GLOBAL LAW, LLP'S RESPONSES TO PLAINTIFF
GEORGE SHARP'S FIRST SET OF FORM INTERROGATORIES**

on interested parties in this action by:

XX BY FIRST CLASS MAIL. I placed true copies of the document(s) in sealed envelopes addressed to the individuals listed below, with prepaid postage, in the U.S. mail in Los Angeles, California.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

David J. Harter
Law Offices of David J. Harter
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
(714) 731-2550
(714) 731-2595 fax
Counsel for Plaintiff George Sharp

Victor T. Fu
LKP Global Law, LLP
1901 Avenue of the Stars, Suite 480
Los Angeles, CA 90067
424-239-1890
(424) 239-1882
*Attorneys for Defendants Young Kim and
Joseph Park*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 21, 2016, in Los Angeles, California.



04/28/2016

13681 Newport Ave., Suite 8-608
Tustin, California 92780
(714) 731-2550
(714) 731-2595 Fax

Law Offices of David J. Harter

A Professional Corporation

February 18, 2016

Via E-Mail and U.S. Mail

Jody Borrelli
PB Law Group, LLP
444 S. Flower Street, Suite 1850
Los Angeles, CA 90071
jborrelli@pblawgroup.net

Re: **Sharp v. LKP Global, LLP, et al**
Our File No.: 2016-033
Client: George Sharp
Subject: **Meet and Confer on Responses to
Written Discovery, Set One**

Dear Ms. Borrelli:

Please allow this letter to serve as a meet and confer effort with respect to the discovery responses your office served on behalf of your client LKP Global Law, LLP. Despite the fact that I provided you with the express waiver of the attorney-client privilege by Ahmad Waleed Ashari almost a week before your discovery responses were due, and despite the fact that you claimed you would "verify" it directly, you objected to a large portion of the discovery on the grounds of the attorney-client privilege and refused to provide discovery responses and documents on this basis. Your objections are meritless and made in bad faith, warranting further responses to the discovery requests discussed below. We also note that neither you or your client made any attempt to "verify" the waiver and Mr. Ashari was not contacted.

Under California law, the attorney-client privilege is waived when the client, discloses a significant part of the communication or has consented to such disclosure by anyone, or the client places in issue the contents of the communication with its attorney. *Terrebonne, Ltd. of California v. Murray*, E.D.Cal.1998, 1 F.Supp.2d 1050. Evidence Code section 912 specifically provides that the privilege is waived is the holder of the privilege (i.e., the client) "consented to disclosure . . . Consent to disclosure is manifested by any statement or other conduct of the holder of the privilege indicating consent to the disclosure." Clearly, Mr. Ashari's express

04/28/2016

Visit us Online at www.djh-law.com

waiver constitutes consent to the disclosure of attorney-client communications, in addition to the fact that he has testified regarding privileged communications and responded to discovery regarding privileged communications. Thus, the privilege has been waived.

Form Interrogatories:

Your response to Form Interrogatory 17.1 is insufficient. In responding to Form Interrogatory 17.1 with respect to Requests for Admission ("RFAs") Nos. 2, 3, 5, 7, 12 and 13, you refused to provide sufficient responses on the grounds of attorney-client privilege and refused to identify what privileged documents you are withholding. You claim your client has no "non-privileged responsive documents," and that Mr. Ashari's waiver of the attorney-client privilege needs to be confirmed and verified before you produce documents.

We have provided you, however, with Mr. Ashari's express waiver, which you failed to confirm and verify before responding to the discovery. Your unjustified delay in confirming and verifying the waiver, however, does not satisfy your discovery obligations and is clearly designed to avoid providing a response that will negatively affect your client. Further responses to Form Interrogatory 17.1 for these RFAs are necessary in order to avoid a motion to compel and sanctions.

With respect to RFA Nos. 8 through 11, while you provided factual detail in response, your client elected "to produce all non-privileged responsive documents. . . ." This is insufficient not only because Mr. Ashari waived the attorney-client privilege (so that all responsive documents must be produced), but you failed to actually *produce* any documents. In addition, while a responding party may elect to produce documents instead of responding to an interrogatory, your response does not sufficiently comply with the Code in doing so.

In order to answer an interrogatory in this manner, it must be shown that 1) a compilation, abstract, audit, or summary of the records is necessary in order to answer the interrogatory, 2) no such compilation exists, and 3) the burden or expense of preparing or making such compilation, etc. would be substantially the same for the requesting party as the responding party. Code Civ. Proc. § 2030.230. In addition, the response must refer to Code of Civil Procedure section 2030.230 and specify the documents from which the answer may be derived or ascertained. You failed to comply with these requirements. Further responses identifying *all* responsive documents are necessary.

With respect to RFAs 19 through 24, you refused to respond to subsection (d) presumably based on the "privacy rights of the parties," claiming your client does not have any "non-privileged" documents.

Privacy protection, however, is qualified, not absolute. Instead, a court must balance the interests involved, i.e., the claimed right of privacy versus the need for the discovery. *Britt v. Super. Ct.* 20 Cal. 3d 844, 855-56; *John B. v. Super. Ct.* (2006) 38 Cal. 4th 1177, 1199.

Your client held these attorneys out to the world as partners of the firm and listed them as such on the website. If they are partners, they are liable for the wrongdoings committed by LKP Global, LLP (since it failed to register the law corporation with the State Bar of California), which is directly relevant to allegations and claims in the Complaint. Hence, our client's need for the information outweighs any privacy rights they may have. Thus, further responses identifying documents are required.

Special Interrogatories:

All of your responses to the Special Interrogatories incorporate the Preliminary Statement and General Objections in the beginning of your client's response (which contain an objection based on the attorney-client privilege), then reiterate an objection on the grounds of attorney-client privilege and only provide a response "subject to" that objection. Aside from the fact that "general objections" are prohibited by Code of Civil Procedure section 2030.210 and sanctions can be imposed for boilerplate objections, your objections on the basis of the attorney-client privilege clearly lack all merit based on Mr. Ashari's waiver of the attorney-client privilege.

To the extent any of your client's responses withhold information based on attorney-client communications with Mr. Ashari, further responses are necessary. If your client is not withholding information on this basis, then further responses verifying this or withdrawing the objection must be provided. Otherwise, a motion to compel will be filed seeking whatever information is being withheld "subject to" your objection on the grounds of the attorney-client privilege.

Your General Objections contain seven (7) different objections, in addition to the specific objections made in response to each Special Interrogatory. Keep in mind that, if a motion to compel is filed, you will be required to justify each objection or failure to fully answer the interrogatories. *Coy v. Super. Ct.* (1962) 58 Cal. 2d 210, 220-21; *Fairmont Ins Co. v. Super. Ct.* (2000) 22 Cal. 4th 245, 255.

Requests for Admission:

With respect to RFA Nos. 2, 3, 7, and 12, your client claims it is unable to admit or deny the RFA based on the objections made to the RFA. Considering that all of the RFAs reference communications with Mr. Ashari, it is safe to assume that you are basing your refusal to respond on the attorney-client privilege. And as discussed above, this objection lacks merit because Mr. Ashari expressly and voluntarily waived the attorney-client privilege. Thus, a further response containing an admission or a denial must be provided.

Requests for Production of Documents:

With respect to your client's responses to the Requests for Production of Documents ("RFPs"), you refused to produce documents in response to RFP No. 11, agreed to produce "non-privileged" documents in response to RFP Nos. 1, 5, 8, 9, and 13 (but did not actually produce any documents), and represented you have no "non-privileged" documents in response to RFP Nos. 2, 3, 4, 6, 7, and 10. These responses are insufficient, once again, based on Mr. Ashari's waiver of the attorney-client privilege.

The party to whom a demand for documents is directed must respond separately to each item in the demand by one of the following: (a) a statement that the party will comply by the date set for inspection with the particular demand for inspection; (b) a statement that the party lacks the ability to comply with the particular demand; or (c) an objection to all or part of the demand. Code Civ. Proc. § 2031.210(a).

An agreement to comply must state that the production and inspection demanded will be allowed (in whole or in part) and that the documents or things in the responding party's possession, custody, or control will be produced. Code Civ. Proc. § 2031.220. In addition, "compliance" is satisfied by *producing* the documents either as they are kept in the usual course of business or sorted and labeled to correspond with the categories in the document demand. *Id.* at 2031.280(a). An inability to comply "shall" state that a diligent search and reasonable inquiry has been made in an effort to locate the item demanded, as well as the reason the party is unable to comply (e.g., the document never existed, has been lost or stolen, was inadvertently destroyed, or is not in the possession, custody, or control of the responding party). *Id.* at 2031.230. With respect to objections, the objection must *identify with particularity* the specific document or evidence to which the objection is made. CCP § 2031.240(b). Objections constitute implicit refusals to produce documents. *Standon Co., Inc. v. Super. Ct.*, 225 Cal.App.3d 898, 901 (1990).

None of your client's responses comply with the Code of Civil Procedure. All of your responses incorporate the General Objections (which include an objection on the basis of the attorney-client privilege) and, with the exception of RFPs 8 and 9, make a specific objection on the grounds of the attorney-client privilege. As repeatedly noted herein, your objection on the grounds of the attorney-client privilege is meritless. Thus, further written responses withdrawing this objection and agreeing to comply with the RFPs must be provided.

Likewise, your refusal to produce documents on the grounds of the attorney-client privilege is meritless. You have no basis to refuse to produce what you deem to be "non-privileged" documents, and must produce *all* documents responsive to the RFPs.

February 18, 2016

Page 5

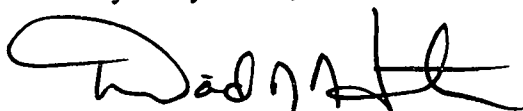
Conclusion

Your client's discovery responses are clearly served in bad faith and designed to obstruct and misuse the discovery process. You have not, in fact, contacted Mr. Ashari to "verify" that he has waived the attorney-client privilege, even though you represented you would several weeks ago.

As we are sure you know, a court may impose a monetary sanction ordering that one engaged in the misuse of the discovery process, or any attorney advising that conduct, or both, pay the reasonable expenses (including attorney's fees) incurred by anyone as a result of that conduct. Code Civ. Proc. § 2023.030(a). Thus, we encourage you to provide further responses and documents to the above discovery requests in order to avoid a motion to compel and request for sanctions.

Please get back to me by Monday February 22, 2016 with your position on whether you will agree to supplement or if a motion to compel further responses is going to be necessary. We would, of course, like to avoid judicial intervention, so if you want to discuss this further, I am always available for a telephonic meet and confer discussion.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "David J. Harter", with a large, stylized initial "D" and a long, sweeping horizontal stroke at the end.

David J. Harter

04/28/2016

04/28/2016

From: Jody Borrelli <jborrelli@pblawgroup.net>
Sent: Monday, February 22, 2016 2:14 PM
To: djh@djh-law.com
Subject: Sharp v. LKP Global
Attachments: 2016-02-18 - Letter to Borelli re Meet and Confer.pdf

David,

More time will be needed to respond to your meet and confer letter, attached. It was sent later in the day last Thursday, and purported to give only two business days or less to respond. That is not sufficient time under the circumstances. I have come down with the flu, and we are also preparing for an imminent trial. Accordingly, I will endeavor to respond by the end of this week. We will agree to extend any motion to compel deadline as needed, so that all issues can be worked out through the meet and confer process, as I'm confident can be accomplished. As a preliminary matter, be advised that it is false that we did not attempt to verify Mr. Ashari's position on the privilege issue. I attempted to reach him several times through his counsel in the bankruptcy case, who failed to respond to me. As a represented party, we naturally sought to communicate through his known counsel. Also, we asked your colleague Ms. McCliman, when she surfaced recently claiming to represent Mr. Ashari to just get him on the phone in a short joint call to confirm this. In the meantime, we are and have been gathering documents responsive to the pending requests for production, and are aiming to make that production by the end of this week. That should address much of the substance of your letter. We will be back in touch soon.

Jody Borrelli
PB Law Group, LLP
444 S. Flower St., Suite 1850
Los Angeles, CA 90071
Tel: (213) 784-0350
Fax: (213) 784-0355
E-mail: jborrelli@pblawgroup.net
Web: www.PBLawGroup.net

----- Forwarded message -----

From: djh@djh-law.com <djh@djh-law.com>
Date: Thu, Feb 18, 2016 at 3:19 PM
Subject: Sharp v. LKP Global
To: "jborrelli@pblawgroup.net" <jborrelli@pblawgroup.net>

Please see attached meet and confer letter of today's date.

David J. Harter
Law Offices of David J. Harter
A Professional Corporation
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
(714) 731-2550
(714) 731-2595 fax
djh@djh-law.com

This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

File No. 2016-033

04/28/2016

04/28/2016

From: djh@djh-law.com
Sent: Wednesday, March 09, 2016 3:32 PM
To: 'Janet Ly'
Subject: RE: Sharp v. LKP Global Law, et al.

I have spoken to my client and he is not agreeable to a protective order and we do not see the need for one or know what documents you believe would be confidential so as to require a protective order. If you wanted a protective order, it should have been raised and addressed prior to responses being due, not after the fact. If you want to propose a protective order with specifically identified documents that would be the subject of the protective order, we are willing to consider it and listen to why certain documents need special protection in this action. However, we are not agreeable to an order that would allow unilateral designation of documents as confidential and then require additional hearings and court intervention if and when there is a disagreement as to the designation.

David J. Harter
Law Offices of David J. Harter
A Professional Corporation
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
(714) 731-2550
(714) 731-2595 fax
djh@djh-law.com

This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

File No. 2016-033

From: Janet Ly [<mailto:jly@pblawgroup.net>]
Sent: Wednesday, March 09, 2016 3:26 PM
To: djh@djh-law.com
Cc: Jody Borrelli
Subject: Re: Sharp v. LKP Global Law, et al.

David,

I want to follow up on this. We need the protective order executed in order to produce the documents that you are requesting. Please let me know. Thanks.

Regards,


Janet Ly
PB Law Group, LLP
444 S. Flower St., Suite 1850
Los Angeles, CA 90071
Tel: (213) 784-0350
Fax: (213) 784-0355

E-mail: jly@pblawgroup.net

Web: www.PBLawGroup.net

This email, including any attachments, is confidential and privileged. If you are not an intended recipient, please delete the email and notify the sender. We are not tax advisors and any communications by us should not be construed as tax advice or used for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

On Fri, Mar 4, 2016 at 9:28 AM, Janet Ly <jly@pblawgroup.net> wrote:

Dear David,

I am assisting Jody on this matter. Jody is still down with the flu unfortunately, and we are preparing for a trial about to commence very soon. She therefore asked me to review and work on a response to your recent meet and confer letter. As she indicated in her earlier response, I'm sure we can work everything out through the meet and confer process.

In the meantime, and as part of that process, we have responsive documents we are ready to produce to pending discovery requests. Given the nature of materials, we need to have a protective order signed and in place as a prelude to production. Here is a draft of one, attached. This is retooled from the LASC model protective order, available for download on the court's website. We tend to use this in cases where one is needed just to make things simple, and because its neutral and unobjectionable due to being approved by and coming from the court. As soon as we get your signature back, we can proceed to produce documents. I am also working on a response to your letter. We are confident any discovery issue can be resolved.

Regards,

Janet Ly

PB Law Group, LLP

444 S. Flower St., Suite 1850

Los Angeles, CA 90071

Tel: (213) 784-0350

Fax: (213) 784-0355

E-mail: jly@pblawgroup.net

Web: www.PBLawGroup.net

This email, including any attachments, is confidential and privileged. If you are not an intended recipient, please delete the email and notify the sender. We are not tax advisors and any communications by us should not be construed as tax advice or used for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

04/28/2016

04/28/2016

From: Jody Borrelli <jborrelli@pblawgroup.net>
Sent: Monday, March 14, 2016 12:10 PM
To: djh@djh-law.com
Cc: Janet Ly (jly@pblawgroup.net)
Subject: Re: Sharp v. LKP Global

David,

We have a substantial trial starting in a few days, as we mentioned in prior emails, with the Final Status Conference scheduled for the day after tomorrow. Though we have responded in part in recent communications, the press of the upcoming trial is the reason we have not yet had the opportunity to respond fully. Due to that, we will agree to grant you a 30 day extension as to any motion to compel deadline. We are working on a response to your recent letters regarding discovery.

We do believe a protective order is necessary here. The draft we sent you is a model form protective order, approved by the Los Angeles Superior Court. We can attempt to resolve issues as to the protective order, and any other matters. In the meantime, staff has pulled out materials that can be produced without the protective order in place, and are sending out those documents to you.

On Mon, Mar 14, 2016 at 11:51 AM, djh@djh-law.com <djh@djh-law.com> wrote:

I am still waiting for a substantive response to see if this can be resolved without the need for motions to compel further responses. Can you please provide us with a two week extension on filing motions to compel further responses so we can try and work this matter out?

Thank you,

David J. Harter
Law Offices of David J. Harter
A Professional Corporation
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
[\(714\) 731-2550](tel:(714)731-2550)
[\(714\) 731-2595](tel:(714)731-2595) fax
djh@djh-law.com

This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

File No. 2016-033

From: Jody Borrelli [mailto:jborrelli@pblawgroup.net]
Sent: Monday, February 22, 2016 2:14 PM
To: djh@djh-law.com
Subject: Sharp v. LKP Global

David,

More time will be needed to respond to your meet and confer letter, attached. It was sent later in the day last Thursday, and purported to give only two business days or less to respond. That is not sufficient time under the circumstances. I have come down with the flu, and we are also preparing for an imminent trial. Accordingly, I will endeavor to respond by the end of this week. We will agree to extend any motion to compel deadline as needed, so that all issues can be worked out through the meet and confer process, as I'm confident can be accomplished. As a preliminary matter, be advised that it is false that we did not attempt to verify Mr. Ashari's position on the privilege issue. I attempted to reach him several times through his counsel in the bankruptcy case, who failed to respond to me. As a represented party, we naturally sought to communicate through his known counsel. Also, we asked your colleague Ms. McCliman, when she surfaced recently claiming to represent Mr. Ashari to just get him on the phone in a short joint call to confirm this. In the meantime, we are and have been gathering documents responsive to the pending requests for production, and are aiming to make that production by the end of this week. That should address much of the substance of your letter. We will be back in touch soon.

Jody Borrelli

PB Law Group, LLP

444 S. Flower St., Suite 1850

Los Angeles, CA 90071

Tel: (213) 784-0350

Fax: (213) 784-0355

E-mail: jborrelli@pblawgroup.net

Web: www.PBLawGroup.net

----- Forwarded message -----

From: djh@djh-law.com <djh@djh-law.com>
Date: Thu, Feb 18, 2016 at 3:19 PM
Subject: Sharp v. LKP Global
To: "jborrelli@pblawgroup.net" <jborrelli@pblawgroup.net>

Please see attached meet and confer letter of today's date.

David J. Harter
Law Offices of David J. Harter
A Professional Corporation
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
(714) 731-2550
(714) 731-2595 fax
djh@djh-law.com

This e-mail is only intended for the person(s) to whom it is addressed and may contain confidential information. If you have received this e-mail in error, please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

File No. 2016-033

04/28/2016

04/28/2016

1 JODY BORRELLI (SBN 196550)
2 **PB LAW GROUP, LLP**
3 444 S. Flower Street, Suite 1850
4 Los Angeles, California 90071
5 Telephone: (213)784-0350
6 Facsimile: (213)784-0355

7 Attorneys for Defendants LKP Global Law, LLP;
8 Luan K. Phan; Albert T. Liou, et al.

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 **GEORGE SHARP**

13 Plaintiff,

14 vs.

15 LKP GLOBAL LAW, LLP, a California Limited
16 Liability Partnership; LUAN K. PHAN, an
17 individual; ALBERT T. LIOU, an individual;
18 WALEED ASHARI AKA DEELAW ASHARI
19 AKA AHMAD ASHARI, an individual; and DOES
20 1 through 100, inclusive,

21 Defendants.

CASE NO. BC583586

[Assigned for all purposes to the Hon. Teresa Sanchez-Gordon, Dept. 74]

**DEFENDANT LKP GLOBAL LAW, LLP'S
RESPONSES TO PLAINTIFF GEORGE
SHARP'S FIRST SET OF REQUESTS FOR
ADMISSION**

Complaint Filed: February 10, 2015

22 PROPOUNDING PARTY: PLAINTIFF GEORGE SHARP

23 RESPONDING PARTY: DEFENDANT LKP GLOBAL LAW, LLP

24 SET NO.: ONE (1)

25 Defendant LKP Global Law, LLP ("Responding Party" or "Defendant") hereby responds to
26 the Requests for Admission, Set No. One propounded by Plaintiff George Sharp ("Propounding
27 Party" or "Plaintiff").

28 I.

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

A. Preliminary Statement

The following responses are based upon information and documents presently available and

1 known by Responding Party after diligent search and reasonable inquiry. Responding Party's
2 discovery, investigation, and preparation for trial have not yet been completed as of the date of these
3 responses. Responding Party expressly reserves the right to conduct further discovery and investigation
4 for information which, if presently within Responding Party's knowledge, would have been included in
5 these responses. Responding Party specifically reserves the right to present additional information and
6 documents as may be disclosed through continuing discovery and investigation, and Responding Party
7 assumes no obligation to supplement or amend these responses to reflect information or documents
8 discovered following the date of these responses.

9 These responses are neither intended as, nor shall in any way be deemed, an admission or
10 representation that further information or documents relevant to the subject matter of the request do not
11 exist. Furthermore, these responses are given without prejudice to Responding Party's right to use or rely
12 on at any time, including trial, subsequently discovered materials. Similarly, by responding to the
13 categories herein, Responding Party does not in any way admit possession of any additional responsive
14 information or documents.

15 Specific objections to each request are made on an individual basis in Responding Party's
16 responses below. In addition, Responding Party makes certain general objections to the requests which are
17 set forth below. These general objections are hereby incorporated by reference into the response made
18 with respect to each and every request. For particular emphasis, Responding Party has, from time to time,
19 included one or more of the general objections in the responses below. Responding Party's response to
20 each individual request is submitted without prejudice to, and without in any respect waiving, any general
21 objections not expressly set forth in that response. Accordingly, the inclusion in any response below of
22 any specific objection to a request is neither intended as, nor shall in any way be deemed, a waiver of any
23 general objection or of any other specific objection made herein or that may be asserted at a later date. In
24 addition, the failure to include at this time any general objection or specific objection to a particular
25 request is neither intended as, nor shall be in any way deemed, a waiver of Responding Party's rights to
26 assert that or any other objection at a later date.

27 To the extent that Responding Party provides information pursuant to these requests, Responding
28 Party does not concede the relevancy of such information to this action, nor does it concede that such

1 information must be used for any purpose in any other action, lawsuit, or proceeding. Responding Party
2 expressly reserves the right to object to further discovery into the subject matter of the requests.

3 Where the requests are duplicative and call for the same, or a subset of, documents responsive to
4 other requests, responsive documents will be produced only once.

5 **B. General Objections.**

6 1. Responding Party objects to Propounding Party's requests on the ground that, and to the
7 extent that, they purport to impose requirements upon Responding Party beyond those authorized by Code
8 of Civil Procedure § 2033.210, et seq. and otherwise fail to comport with the requirements of those
9 sections.

10 2. Responding Party objects to the instructions and definitions to the extent that they fail to
11 comply with the Code of Civil Procedure, or place undue burden on Responding Party.

12 3. Responding Party objects to Propounding Party's requests to the extent that they seek
13 information obtainable from other sources that are more convenient and less burdensome or are equally
14 available to Propounding Party.

15 4. Responding Party objects to Propounding Party's requests to the extent they seek
16 information which was prepared, generated, or received in anticipation of or after the commencement of
17 this litigation and to the extent they seek information which is subject to the attorney-client privilege, the
18 attorney work-product doctrine, or any other applicable privilege, privacy right, or rule of confidentiality
19 which precludes or limits production or disclosure of information. Inadvertent disclosure of such
20 information shall not constitute a waiver of any privilege, or any basis for objecting to discovery, or the
21 right of Responding Party to object to the use of any document or information inadvertently disclosed.

22 5. Responding Party objects to Propounding Party's requests on the grounds that, and to the
23 extent that, they are overbroad, unduly burdensome and calculated to vex, harass, or annoy.

24 6. Responding Party objects to Propounding Party's requests on the grounds that, and to the
25 extent that, they seek information that is not relevant to the subject matter of this action, nor reasonably
26 calculated to lead to the discovery of admissible evidence.

27 7. Responding Party objects to these requests on the grounds that they seek private or
28 confidential information, including such information pertaining to third parties.

1 Subject to the foregoing Preliminary Statement and General Objections, which are incorporated
2 into each response below, Responding Party responds as follows:

3 II.

4 **RESPONSES TO REQUESTS FOR ADMISSION**

5 **REQUEST FOR ADMISSION NO. 1:**

6 Admit that you agreed to indemnify Waleed Ashari aka Deelaw Ashari aka Ahmad Ashari
7 (hereinafter "Waleed Ashari") for any damages he suffered as a result of being the representative
8 plaintiff in the *Ashari v. Sharp* matter.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

10 Responding Party hereby incorporates the Preliminary Statement and General Objections
11 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
12 in evidence, is compound and disjunctive and is not separate and complete in and of itself.
13 Responding Party further objects to this request to the extent it seeks confidential and privileged
14 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
15 privacy. Subject to the foregoing, Responding Party further responds as follows: Deny.

16 **REQUEST FOR ADMISSION NO. 2:**

17 Admit that Waleed Ashari never informed you that George Sharp was short selling Xumanii,
18 Inc. (XVII) stock.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

20 Responding Party hereby incorporates the Preliminary Statement and General Objections
21 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
22 in evidence, is compound and disjunctive and is not separate and complete in and of itself.
23 Responding Party further objects to this request to the extent it seeks confidential and privileged
24 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
25 privacy. Based upon the foregoing objections, Responding Party is unable to admit or deny this
26 request.

27 **REQUEST FOR ADMISSION NO. 3:**

28 Admit that Waleed Ashari never informed you that George Sharp was making false statements

1 about Xumanii, Inc.

2 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

3 Responding Party hereby incorporates the Preliminary Statement and General Objections
4 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
5 in evidence, is compound and disjunctive and is not separate and complete in and of itself.

6 Responding Party further objects to this request to the extent it seeks confidential and privileged
7 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
8 privacy. Based upon the foregoing objections, Responding Party is unable to admit or deny this
9 request.

10 **REQUEST FOR ADMISSION NO. 4:**

11 Admit that in May of 2013 the stock of Xumanii, Inc. ("XVII") was being pumped.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

13 Responding Party hereby incorporates the Preliminary Statement and General Objections
14 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
15 in evidence, is compound and disjunctive and is not separate and complete in and of itself.

16 Responding Party further objects to this request to the extent it seeks confidential and privileged
17 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
18 privacy. Subject to the foregoing, Responding Party further responds as follows: Deny.

19 **REQUEST FOR ADMISSION NO. 5:**

20 Admit that Waleed Ashari was your only client in the *Ashari v. Sharp* matter.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

22 Responding Party hereby incorporates the Preliminary Statement and General Objections
23 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
24 in evidence, is compound and disjunctive and is not separate and complete in and of itself.

25 Responding Party further objects to this request to the extent it seeks confidential and privileged
26 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
27 privacy. Subject to the foregoing, Responding Party further responds as follows: Deny.
28

1 **REQUEST FOR ADMISSION NO. 6:**

2 Admit that you issued a press release about the filing of the lawsuit by Waleed Ashari against
3 George Sharp.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

5 Responding Party hereby incorporates the Preliminary Statement and General Objections
6 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
7 in evidence, is compound and disjunctive and is not separate and complete in and of itself.
8 Responding Party further objects to this request to the extent it seeks confidential and privileged
9 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
10 privacy. Subject to the foregoing, Responding Party further responds as follows: Admit

11 **REQUEST FOR ADMISSION NO. 7:**

12 Admit that Waleed Ashari did not request the issuance of the press release about the filing of
13 the lawsuit.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

15 Responding Party hereby incorporates the Preliminary Statement and General Objections
16 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
17 in evidence, is compound and disjunctive and is not separate and complete in and of itself.
18 Responding Party further objects to this request to the extent it seeks confidential and privileged
19 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
20 privacy. Based upon the foregoing objections, Responding Party is unable to admit or deny this
21 request.

22 **REQUEST FOR ADMISSION NO. 8:**

23 Admit that you filed the *Ashari v. Sharp* lawsuit against George Sharp so that a press release
24 could be issued about the filing of that lawsuit.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

26 Responding Party hereby incorporates the Preliminary Statement and General Objections
27 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
28 in evidence, is compound and disjunctive and is not separate and complete in and of itself.

1 Responding Party further objects to this request to the extent it seeks confidential and privileged
2 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
3 privacy. Subject to the foregoing, Responding Party further responds as follows: Deny.

4 **REQUEST FOR ADMISSION NO. 9:**

5 Admit that you filed the lawsuit against George Sharp to discredit statements George Sharp
6 was making about Xumanii, Inc.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

8 Responding Party hereby incorporates the Preliminary Statement and General Objections
9 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
10 in evidence, is compound and disjunctive and is not separate and complete in and of itself.

11 Responding Party further objects to this request to the extent it seeks confidential and privileged
12 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
13 privacy. Subject to the foregoing, Responding Party further responds as follows: Deny.

14 **REQUEST FOR ADMISSION NO. 10:**

15 Admit that you issued the press release about the filing of the *Ashari v. Sharp* lawsuit to
16 discredit statements George Sharp was making about Xumanii.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

18 Responding Party hereby incorporates the Preliminary Statement and General Objections
19 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
20 in evidence, is compound and disjunctive and is not separate and complete in and of itself.

21 Responding Party further objects to this request to the extent it seeks confidential and privileged
22 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
23 privacy. Subject to the foregoing, Responding Party further responds as follows: Deny.

24 **REQUEST FOR ADMISSION NO. 11:**

25 Admit that you had no evidence that George Sharp was short selling XVII stock when
26 you filed the *Ashari v. Sharp* lawsuit.

27 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

28 Responding Party hereby incorporates the Preliminary Statement and General Objections

1 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
2 in evidence, is compound and disjunctive and is not separate and complete in and of itself.

3 Responding Party further objects to this request to the extent it seeks confidential and privileged
4 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
5 privacy. Subject to the foregoing, Responding Party further responds as follows: Deny.

6 **REQUEST FOR ADMISSION NO. 12:**

7 Admit that Waleed Ashari did not approve the filing of the press release about the filing
8 of the lawsuit.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

10 Responding Party hereby incorporates the Preliminary Statement and General Objections
11 stated above. Responding Party further objects to this request on the grounds that it assumes facts not
12 in evidence, is compound and disjunctive and is not separate and complete in and of itself.
13 Responding Party further objects to this request to the extent it seeks confidential and privileged
14 communications protected by the attorney-client privilege, attorney work product doctrine or rights of
15 privacy. Based upon the foregoing objections, Responding Party is unable to admit or deny this
16 request.

17 **REQUEST FOR ADMISSION NO. 13:**

18 Admit you had no fee agreement with Waleed Ashari.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

20 Responding Party hereby incorporates the Preliminary Statement and General Objections
21 stated above. Responding Party further objects to this request on the grounds that it is vague and
22 ambiguous in its use of the phrase, "fee agreement", assumes facts not in evidence, is compound and
23 disjunctive and is not separate and complete in and of itself. Responding Party further objects to this
24 request to the extent it seeks confidential and privileged communications protected by the attorney-
25 client privilege, attorney work product doctrine or rights of privacy. Subject to the foregoing,
26 Responding Party further responds as follows: Deny.

27 **REQUEST FOR ADMISSION NO. 14:**

28 Admit that prior to February 10, 2015, LKP Global Law, LLP never registered with the State Bar

of California.

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Responding Party hereby incorporates the Preliminary Statement and General Objections stated above. Subject to the foregoing, Responding Party further responds as follows: Admit.

REQUEST FOR ADMISSION NO. 15:

Admit that LKP Global Law, LLP has never registered with the State Bar of California.

RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Responding Party hereby incorporates the Preliminary Statement and General Objections stated above. Subject to the foregoing, Responding Party further responds as follows: Deny.

REQUEST FOR ADMISSION NO. 16:

Admit that Kevin K. Leung was a partner of LKP Global Law at the time the *Ashari v. Sharp* action was filed.

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Responding Party hereby incorporates the Preliminary Statement and General Objections stated above. Subject to the foregoing, Responding Party further responds as follows: Admit.

REQUEST FOR ADMISSION NO. 17:

Admit that Young J. Kim was a partner of LKP Global Law at the time the *Ashari v. Sharp* action was filed.

RESPONSE TO REQUEST FOR ADMISSION NO. 17:

Responding Party hereby incorporates the Preliminary Statement and General Objections stated above. Subject to the foregoing, Responding Party further responds as follows: Admit.

REQUEST FOR ADMISSION NO. 18:

Admit that Donald S. Lee was a partner of LKP Global Law at the time the *Ashari v. Sharp* action was filed.

RESPONSE TO REQUEST FOR ADMISSION NO. 18:

Responding Party hereby incorporates the Preliminary Statement and General Objections stated above. Subject to the foregoing, Responding Party further responds as follows: Admit

1 **REQUEST FOR ADMISSION NO. 19:**

2 Admit that Victor T. Fu was a partner of LKP Global Law at the time the *Ashari v. Sharp* action
3 was filed.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

5 Responding Party hereby incorporates the Preliminary Statement and General Objections
6 stated above. Subject to the foregoing, Responding Party further responds as follows: Deny. Victor
7 Fu was not an equity partner at that time.

8 **REQUEST FOR ADMISSION NO. 20:**

9 Admit that Ryan S. Hong was a partner of LKP Global Law at the time the *Ashari v. Sharp* action
10 was filed.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

12 Responding Party hereby incorporates the Preliminary Statement and General Objections
13 stated above. Subject to the foregoing, Responding Party further responds as follows: Deny. Ryan
14 Hong was not an equity partner at that time.

15 **REQUEST FOR ADMISSION NO. 21:**

16 Admit that Francis Chen was a partner of LKP Global Law at the time the *Ashari v. Sharp* action
17 was filed.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:**

19 Responding Party hereby incorporates the Preliminary Statement and General Objections
20 stated above. Subject to the foregoing, Responding Party further responds as follows: Deny. Francis
21 Chen was not an equity partner at that time.

22 **REQUEST FOR ADMISSION NO. 22:**

23 Admit that Dominador D. Tolentino was a partner of LKP Global Law at the time the *Ashari v.*
24 *Sharp* action was filed.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

26 Responding Party hereby incorporates the Preliminary Statement and General Objections
27 stated above. Subject to the foregoing, Responding Party further responds as follows: Deny.
28 Dominador Tolentino was not an equity partner at that time.

1 **REQUEST FOR ADMISSION NO. 23:**

2 Admit that Rahul P. Dange was a partner of LKP Global Law at the time the *Ashari v. Sharp*
3 action was filed.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:**

5 Responding Party hereby incorporates the Preliminary Statement and General Objections
6 stated above. Subject to the foregoing, Responding Party further responds as follows: Deny. Rahul
7 P. Dange was not an equity partner at that time.

8 **REQUEST FOR ADMISSION NO. 24:**

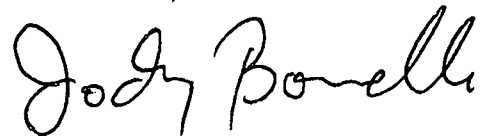
9 Admit that Joseph H. Park was a partner of LKP Global Law at the time the *Ashari v. Sharp* action
10 was filed.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:**

12 Responding Party hereby incorporates the Preliminary Statement and General Objections
13 stated above. Subject to the foregoing, Responding Party further responds as follows: Deny. Joseph
14 Park not an equity partner at that time.

15
16
17
18
19 Dated: January 21, 2016

20 Respectfully submitted,
PB LAW GROUP, LLP

21 

22
23 By: _____

24 Jody M. Borrelli
25 Attorneys for Defendants LKP Global, Law,
26 LLP; Luan K. Phan; and Albert T. Liou, *et al.*
27
28

04/28/2016

VERIFICATION

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I have read the foregoing **DEFENDANT LKP GLOBAL LAW, LLP'S RESPONSES TO PLAINTIFF GEORGE SHARP'S FIRST SET OF REQUESTS FOR ADMISSION** and know its contents.

- ☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.
- ☒ I am an officer of LKP Global Law, LLP a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.
- ☐ I am one of the attorneys for _____, a party to this action. Such party is absent from the county where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on January 20, 2016 at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



KEVIN K. LEUNG

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA,
LOS ANGELES COUNTY

I reside in Los Angeles County in the State of California. I am over the age of 18. I am not a party to this action. My business address is My business address is 444 S. Flower Street, Suite 1850, Los Angeles, California 90071.

On January 21, 2016, I served the document described as:

**DEFENDANT LKP GLOBAL LAW, LLP'S RESPONSES TO PLAINTIFF
GEORGE SHARP'S FIRST SET OF REQUESTS FOR ADMISSION**

on interested parties in this action by:

XX BY FIRST CLASS MAIL. I placed true copies of the document(s) in sealed envelopes addressed to the individuals listed below, with prepaid postage, in the U.S. mail in Los Angeles, California.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business. I am aware that on motion of a party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

David J. Harter
Law Offices of David J. Harter
13681 Newport Ave., Suite 8-608
Tustin, CA 92780
(714) 731-2550
(714) 731-2595 fax
Counsel for Plaintiff George Sharp

Victor T. Fu
LKP Global Law, LLP
1901 Avenue of the Stars, Suite 480
Los Angeles, CA 90067
424-239-1890
(424) 239-1882
*Attorneys for Defendants Young Kim and
Joseph Park*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 21, 2016, in Los Angeles, California.



04/28/2016



THE STATE BAR OF CALIFORNIA

MEMBER RECORDS & COMPLIANCE

180 HOWARD STREET, SAN FRANCISCO, CALIFORNIA 94105-1617

TELEPHONE: 888-800-3400

THIS IS TO CERTIFY:

The undersigned is employed by the State Bar of California, Member Records and Compliance. As such, one of my responsibilities is to maintain the records relating to the registration of law corporations and limited liability partnerships by the State Bar of California.

I have this day examined the computer records maintained by the State Bar of California relating to the registration of law corporations and limited liability partnerships, and I have found **NO RECORD** of any law corporation or limited liability partnership certified under the name of "LKP Global Law, LLP".

Date: October 2, 2014

Robert McPhail
Member Records and Compliance

04/28/2016

E14


Sharp 000200

04/28/2016

1
2
3
4
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
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

1. I am duly licensed to practice law in all courts of the State of California and I am the President of McCliman Law Firm, APC, counsel for Waleed Ashari in a lawsuit that he filed against LKP Global Law, LLP and Albert T. Liou seeking to enforce an indemnity agreement. I have personal knowledge of the facts stated herein and if called as a witness would truthfully and competently testify to the following.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed on April 21, 2016 in Ladera Ranch, California.


Michelle M. McCliman

Ex 15

04:28:2015



THE MCCLIMAN LAW FIRM
Integrity Commitment Results

27702 Crown Valley Pkwy, Suite D4-304
Ladera Ranch, California 92694

Phone: 714.423.2189

Fax: 949.266.9067

17 February 2016

Via Electronic and U.S. Mail

Jody Borelli
PB Law Group, LLP
444 Flower St., Suite 1850
Los Angeles, CA 90071

Re: Waleed Ashari

Dear Ms. Borelli:

This letter is in response to yours dated February 15, 2016. I would be interested in your authority for refusing to provide a client his property as required by California Rule of Professional Conduct 3-9700(D)(1). The irony of your accusation against me is not lost given that there is an obvious close relationship between your firm and LKP Global Law, LLP. Indeed, your partner was one of the partners at LKP Global Law, LLP representing Xumanii, Inc. in the class action lawsuit against Mr. Sharp wherein he used Mr. Ashari as a class representative. It is also ironic that you assert an attorney-client privilege when my client signed a waiver of that privilege.

Nevertheless, in an effort to avoid any further delays, by signing below my client, Waleed Ashari is affirming the following:

1. He is my client;
2. He is seeking indemnification from Mr. Liou and/or LKP Global Law, LLP for any liability occurred in the class action lawsuit entitled *Ashari v. Sharp*, San Diego Superior Court Case No. 37-2013-00050258;
3. He asks that Mr. Liou and/or LKP Global Law, LLP pays this firm for the defense of Mr. Ashari in the malicious prosecution/abuse of process action filed by Sharp against Mr. Ashari and others. Mr. Ashari makes this request pursuant to California Civil Code sections 2778(3) and 2778(4); and
4. He is renewing his request that Mr. Liou and/or LKP Global Law, LLP immediately provide this office with Mr. Ashari's papers and property pursuant to California Rule of Professional Conduct 3-700(D)(1).

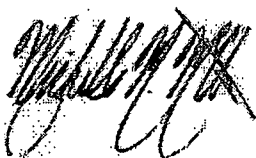
04/28/20

Again, please promptly provide the undersigned with all documents contained in Mr. Ashari's file whether in hard copy or electronic form. These documents shall include all pleadings and other papers filed with the Court, correspondence to/from third parties, witnesses, opposing counsel, and Mr. Ashari, retainer or legal services agreements, conflict waivers, investigation and research reports, attorney work product, and the like.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

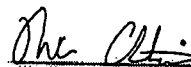
McCliman Law Firm, APC



Michelle M. McCliman

I, Waleed Ashari, affirm that the McCliman Law Firm, APC represents me in seeking indemnification and the files from LKP Global Law, LLP, as set forth above.

Dated: 2/18/16

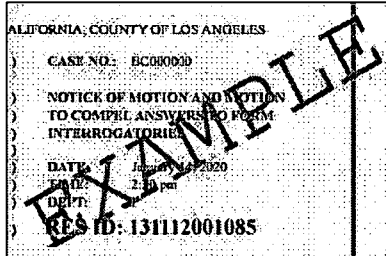


Waleed Ashari

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

PLAINTIFF NOTICE OF MOTION AND MOTION TO COMPEL FURTHER RESPONSES TO FORM INTERROGATORIES FROM DEFENDANT LKP GLOBAL LAW, LLP;

CRS RECEIPT

INSTRUCTIONS
Please print this receipt and attach it to the corresponding motion/document as the last page. Indicate the Reservation ID on the motion/document face page (see example). The document will not be accepted without this receipt page and the Reservation ID.


RESERVATION INFORMATION

Reservation ID: 160425123028
Transaction Date: April 25, 2016
Case Number: BC583586
Case Title: GEORGE SHARP VS LKP GLOBAL LAW LLP ET AL
Party: SHARP GEORGE (Plaintiff/Petitioner)
Courthouse: Stanley Mosk Courthouse
Department: 74
Reservation Type: Motion to Compel Further Discovery Responses
Date: 11/1/2016
Time: 01:30 pm

FEE INFORMATION (Fees are non-refundable)

First Paper Fee: Party asserts first paper was previously paid.

Description	Fee
Motion to Compel Further Discovery Responses	\$60.00
Total Fees:	Receipt Number: 1160425K2729 \$60.00

PAYMENT INFORMATION

Name on Credit Card: David J Harter
Credit Card Number: XXXX-XXXX-XXXX-9053

A COPY OF THIS RECEIPT MUST BE ATTACHED TO THE CORRESPONDING MOTION/DOCUMENT AS THE LAST PAGE AND THE RESERVATION ID INDICATED ON THE MOTION/DOCUMENT FACE PAGE.

04/28/2016