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8 UNITED STATES BANKRUPTCY COURT FOR THE
9 CENTRAL DISTRICT OF CALIFORNIA

<p>10 In re:</p> <p>11 MARY CUMMINS-COBB,</p> <p>12</p> <p>13 Debtor</p> <hr/> <p>14 KONSTANTIN KHIONIDI, as Trustee</p> <p>15 of the COBBS TRUST,</p> <p>16</p> <p>17 Plaintiff,</p> <p>18 vs.</p> <p>19 MARY CUMMINS-COBB</p> <p>20 Defendant.</p>	<p>) Case No. 2:17-bk-24993-RK</p> <p>) Chapter 7</p> <p>) Adv. Proc. No. 2:18-ap-01066-RK</p> <p>) DEFENDANT’S MOTION TO DISMISS</p> <p>) Judge: Honorable Robert N. Kwan</p> <p>) Courtroom: 1675</p> <p>) Edward R. Roybal Federal Building</p> <p>) 255 E. Temple St, Suite 1682</p> <p>) Los Angeles, CA 90012</p> <p>) Hearing: March 30, 2021 2:30 p.m.</p>
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21 **INTRODUCTION**

22
23 Alleged Plaintiff Konstantin Khionidi filed an Adversary Proceeding 2:18-ap-
24 01066-RK March 10, 2018 in the Bankruptcy case 2:17-bk-24993-RK. Plaintiff’s
25 attorney Philip Stillman stated many times in hearings, sworn pleadings and court
26 documents that Konstantin Khionidi is a real person in Russia and not an alter ego of
27 anyone else. Stillman specifically stated that Khionidi is not an alter ego of the original
28 owner of the judgment Amanda Lollar who has been directing Stillman’s actions in

1 this case. That is false and fraud upon the Court as Konstantin Khionidi does not exist.
2 That makes Plaintiff's complaint a nullity voided from the onset which should be
3 dismissed per Federal Rules of Civil Procedure 17(a) "An action must be prosecuted in
4 the name of the real party in interest." It further makes any contract, agreement,
5 assignment of and the actual judgment null and void, "Conveyance to a fictitious
6 person is a nullity." Plaintiff therefore has no standing in this case. The Statute of
7 Limitations for filing an Adverse Proceeding in this case has long passed. The Court
8 has the power to dismiss a case that is not filed by a real person. The Adverse
9 Proceeding should be dismissed and the judgment discharged.

10 Because Plaintiff does not exist Plaintiff should be dismissed from any litigation
11 involving the bankruptcy, judgment, sister state judgment and not just the Adversary
12 Proceeding. Plaintiff should be dismissed as a legal creditor as the judgment is not
13 valid as Plaintiff does not exist.

14 Because Plaintiff does not exist the current judgment was procured by fraud and
15 should be dismissed. The original Texas judgment was also procured by fraud based
16 on evidence previously submitted to the Court. Defendant never defamed original
17 Plaintiff Amanda Lollar. Lollar never stated pre trial or during the trial what they felt
18 was defamatory. Lollar never proved even one element of defamation, i.e. what was
19 written/posted, who wrote/posted what, how was it false and defamatory... Lollar
20 admitted under oath in the trial that there was no evidence of any damages or causation
21 by Defendant. Lollar stated pretrial that Lollar would never request any damages or
22 money because Lollar did not want to provide any financial documents to Defendant
23 after Defendant filed Motions to Compel in discovery. At the last second of the trial
24 Lollar is the party that requested all of the \$6,000,000 that now make up the original
25 Texas judgment. Lollar then filed a second identical copy/paste defamation lawsuit in
26 2015. Because the Texas Defamation Mitigation Act had passed since the filing of the
27 original lawsuit Plaintiff had to specifically state what was defamatory and prove it
28

1 was defamatory. Because Defendant has never defamed Plaintiff, Plaintiff forged their
2 exhibits and submitted perjured affidavit and testimony stating the exhibits were true
3 and correct copies of the originals which are still online. Plaintiff Lollar defamed
4 herself in writing in Lollar's exhibits only then sued Defendant for Lollar's own
5 defamation! That second identical case was dismissed for this reason in 2020 in Texas.
6 Clearly a great injustice has happened in this case. The \$10,000,000 judgment is
7 beyond meritless and ridiculous. This is scorched earth litigation caused by Defendant
8 reporting Plaintiff Lollar to authorities for violations. Violations were found and
9 Plaintiff Lollar lost Lollar's USDA permit.

TIMELINE OF FILINGS

10
11 January 31, 2021 Defendant originally filed this Motion to Dismiss Doc #191 with a
12 hearing scheduled for March 2, 2021.

13 February 8, 2021 Judge Robert Kwan denied the motion Doc #196 for alleged lack
14 of jurisdiction. Judge Robert Kwan stated Defendant filed a valid Motion to Rehear
15 which was pending but had not been heard in the Appeal's Court 2:20-cv-02149-AB.

16 February 24, 2021 Doc #49 Judge Andre Birotte in the Appeal's Court ruled
17 "MINUTES (IN CHAMBERS) ORDER DENYING APPELLANT'S MOTIONS FOR
18 RECONSIDERATION AND FOR REHEARNG by Judge Andre Birotte Jr.: Insofar as
19 the filings can be construed as Motions for Reconsideration, they do not meet any of
20 the standards for reconsideration. Appellant's Petitions for Rehearing [44], [46], [48]
21 are DENIED. Any hearings are VACATED. Court Reporter: N/A. (gk)"

22 Today February 26, 2021 Defendant refiles this Motion to Dismiss in the main
23 bankruptcy case and the Adversary Proceeding case. Defendant as of yet has not
24 appealed the case to a higher court. This Court had jurisdiction to hear the original
25 motion and now has jurisdiction to hear this motion. Plaintiff does not exist. The
26 Adversary Proceeding should be dismissed.
27
28

1 This motion includes all previously filed documents and evidence and any
2 documents and evidence to be produced before or at the hearing.

3 **ALLEGED PLAINTIFF KONSTANTIN KHIONIDI**

4 The Adversary Proceeding was filed with Konstantin Khionidi as the only Plaintiff.
5 Plaintiff never requested to file the original Complaint as a “John Doe.”

6 The Court has never approved of a John Doe filing in this case for Plaintiff.

7 Stillman stated in Court documents and in hearings that Konstantin Khionidi is a
8 real person, the Plaintiff and no one else (hearing transcript May 29, 2019 1:30 p.m.
9 Exhibit 1 pg 8 lines 7, 12) “Your Honor, I’m going to say one thing. That my client is
10 Mr. Khionidi.” “That’s my client, he’s the plaintiff.”

11 At the same hearing Stillman said he would resolve the issue of the validity of the
12 assignment by having Konstantin give the judgment to Amanda Lollar. Stillman asked
13 for another continuance in order for his client to be able to get the agreement notarized
14 by a US notary. Stillman stated his client was busy traveling. Konstantin never signed
15 a notarized agreement because Konstantin does not exist.

16 Plaintiff has never provided any evidence that Plaintiff Konstantin Khionidi exists.
17 In discovery Defendant specifically requested evidence that Plaintiff existed in the
18 form of identification or other means. Plaintiff refused to produce any evidence to
19 prove they exist to Defendant or the Court.
20

21 Interrogatories and discovery requests were answered by and signed by Stillman
22 and not Plaintiff (Exhibit 2, Redacted). After Defendant filed a Motion to Compel
23 discovery this Court ordered the Plaintiff to answer the interrogatories and discovery
24 but instead Stillman again answered and signed them all except one.

25 Plaintiff has never signed and notarized any document in this case, the assignment
26 of the judgment or case BS140207 not even the trust agreement.

27 The Trust agreement which Plaintiff was forced to give to the Court states “IN
28 WITNESS WHEREOF, as of this the 20th day of March 2017, Trustor and Trustee

1 have signed this instrument.” (Exhibit 3). Konstantin is both the Trustor and the
2 Trustee. There is no witness or notary on the agreement even though the agreement
3 states it was witnessed.

4 Page 1, paragraph one states that Khionidi lives in the “Anapa, Krasnodarskii Krai,
5 Russian Federation County, State of California.” There is no Anapa, Krasnodarskii
6 Krai, Russian Federation County” in the state of California. There is no “California” in
7 Russia. There is an “Anapa, Krasnodarskii Krai” in the Russian Federation in Russia.
8 Defendant believes Plaintiff added “California” to make it appear that this court has
9 jurisdiction.

10 Page 1, paragraph 2, item 1 states the COBBS TRUST is created “in accordance
11 with the California probate code.” There is no reason why a trust named after
12 Defendant and created for the purpose of possessing a judgment would be based on
13 California probate code. Page 1 at the top it states it’s a revocable living trust
14 agreement. The purpose of a revocable living trust agreement is to avoid probate. This
15 is a California probate form. Plaintiff is a Russian citizen living in Russia.

16 Page 15, item 42 states “The Trustor is not a citizen or tax resident of the United
17 States. In the event that the Trust generates taxable income, it will be subject to
18 withholding taxes under the applicable tax treaty...” Then why was a California, USA
19 probate agreed used?!

20 Page 1, paragraph 4 states that if the trustor dies, the beneficiary is Bat World
21 Sanctuary in Texas one of the original parties in the underlying Texas lawsuit. All
22 claims to Bat World were reversed on appeal. The address listed is a 217 N Oak,
23 Mineral Wells, Texas which Plaintiff Lollar and Bat World have not owned or used in
24 many years. This agreement is dated March 2017 long after Plaintiff Lollar and Bat
25 World left that building. On top of this Plaintiff and their attorney Phillip Stillman
26 swore that Plaintiff Lollar and Bat World had nothing to do with the current lawsuit or
27 judgment.
28

1 Page 1, item 3 states the “If the Trustor is unable to serve as Trustee for any reason,
2 then the Trustor hereby appoints Amanda Lollar as Successor Trustee.” Again,
3 Plaintiff swore Lollar was not involved in any way. More evidence of deceit.

4 Page 1 item 3 states “The principal place of administration of this trust if the
5 Trustors place of residence.” That would be Russia. Then why use a California, USA
6 probate form and legalese?

7 Page 1 item 3 states “All rights, title, and interest”...listed on the attached Exhibit
8 “A”, is hereby assigned, conveyed and delivered to the Trustee for inclusion in this
9 Trust.” The only items listed in Exhibit A is \$100 and a bank account. The judgment is
10 not listed as an asset of the trust March 20, 2017. As the judgment was allegedly
11 assigned to Khionidi April 20, 2017, it should have been included. There is no
12 evidence that the judgment is part of the trust. There are no other agreements which
13 include the judgment.

14 Page 17 Plaintiff Khionidi signed its name as the trustor and the trustee of the
15 agreement. Above the signatures it states “IN WITNESS WHEREOF” yet there is no
16 notary or witness statement or signature. The agreement would have to be notarized in
17 order to use in a lawsuit proceeding in California. There is no other way to know who
18 signed the document. No signature of Khionidi has ever been notarized in this case.

19 Konstantin Khionidi has been represented by good counsel in this case. It’s
20 incomprehensible that Khionidi a Russian who speaks Russian would download a free
21 trust agreement in English from the Internet related to California probate laws and sign
22 his name in English. It’s believable that Amanda Lollar forged this document as Lollar
23 has forged many documents in the past. Lollar forged an agreement in a lawsuit with
24 Talking Talons in New Mexico. Lollar forged the agreement in the underlying Texas
25 lawsuit regarding the judgment. Lollar forged exhibits in the copy/paste second
26 defamation lawsuit in Texas which was dismissed last year. This appears to be just
27 another forgery by Plaintiff Amanda Lollar.
28

1 July 3, 2017 the Cobbs Trust sent an email to Defendant (Exhibit 4). The email is
2 childishly written with a fake Russian accent as if to prove the Plaintiff is really
3 Russian. The email even mentions the Russian's love of bats. The original Plaintiffs
4 were Amanda Lollar and Bat World Sanctuary. The email is signed "Sasha."

5 Plaintiff's attorney Philip Stillman stated to this Court that the Plaintiff would sign
6 an agreement notarized by the US notary to transfer the judgment to Amanda Lollar.
7 After many, many months, multiple excuses and continuances Stillman never was able
8 to obtain or file a notarized signature or document to the Court because Plaintiff does
9 not exist.

10 The original Plaintiff and original owner of the judgment Amanda Lollar stated in
11 person to Defendant at the first debtor exam in October 2017 for this sister state
12 judgment case BS140207 "Did you see the look on her face? She was so shocked to
13 realize the Russian is just us." Lollar admitted that Lollar is the Russian Plaintiff
14 Konstantin Khionidi.

15 Amanda Lollar has flown from Texas and stayed over night to be present at every
16 hearing and deposition here in Los Angeles, California. Lollar sat directly next to her
17 now deceased original attorney James J. Little and directed his every question at the
18 hearings and deposition. Little stated that Lollar and her friend Dottie Hyatt and
19 husband Larry Crittenden who accompanied her were Little's assistant and worked on
20 behalf of the Plaintiff.
21

22 The original Plaintiff and original owner of the judgment Amanda Lollar has a long
23 history of pretending to be other people, forging documents and committing perjury.
24 Lollar's previous attorney James J. Little forged proofs of service for hearings at least
25 five times with the intent that Defendant would not show and lose by default. Another
26 Proof of Service was forged so Plaintiff could get a bench warrant against Defendant
27 to throw Defendant in Los Angeles County jail for not appearing for a hearing which
28 Defendant knew nothing about.

1 After the first defamation lawsuit against Defendant Plaintiff Amanda Lollar filed a
2 second identical copy/paste lawsuit. Because the Defamation Mitigation Act and
3 Citizen Participation Acts had recently passed in Texas Plaintiff had to show specific
4 evidence of defamation and prove it to the Defendant before filing a suit. Plaintiff did
5 not do this. Instead Plaintiff forged the defamation exhibits. Plaintiff defamed Plaintiff
6 in exhibits and submitted that as evidence of Defendant's defamation. That case was
7 dismissed last year. Plaintiff is currently under investigation for forgery, perjury and
8 fraud in that case and the first case.

9 Based on all of this evidence it is clear that Plaintiff does not exist. It's also clear
10 that the "Plaintiff" is a fictitious straw person for Amanda Lollar. This makes the
11 Adversary Proceeding Complaint and the assignment of the judgment a nullity.

12 **ADVERSARY COMPLAINT AND ASSIGNMENT ARE A NULLITY**

13 Previously the Court asked if Konstantin made a valid trust and if the judgment was
14 properly assigned. May 24, 2019 Doc 82 this Court stated "the court determines that
15 there are genuine issues of material fact for trial as to (sic) to whether Plaintiff
16 Konstantin Khionidi, as Trustee of the Cobbs Trust, created a valid trust and has
17 standing to pursue a judgment in this adversary proceeding and whether the
18 Assignment meets all of the requirements for a valid assignment of a judgment ..."

19 This motion goes far beyond that. Konstantin DOES NOT EXIST! It's impossible
20 for someone who does not exist to make a valid trust or have a judgment assigned to
21 them.
22

23 Court is given notice that the current judgment may be over \$10,000,000 because of
24 the time involved in this litigation.

25 **ARGUMENT**

26 Federal Rule of Civil Procedure 17(a)(1) requires that an action "must be prosecuted
27 in the name of the real party in interest." "The real party in interest is the person
28 holding the substantive right sought to be enforced." Wieburg v. GTE Southwest Inc.,

1 272 F.3d 302, 306 (5th Cir.2001). A plaintiff that does not possess a right under the
2 substantive law is not the real party in interest with respect to that right and may not
3 assert it. *United States v. 936.71 Acres of Land*, 418 F.2d 551, 556 (5th Cir.1969).

4 A fictitious party further makes any contract, agreement, assignment of and the
5 actual judgment null and void, "Conveyance to a fictitious person is a nullity."

6 Per Federal Rules 41(b) the Court has the power to dismiss a case that does not
7 comply with the Federal Rules, "Involuntary Dismissal; Effect. If the plaintiff fails to
8 prosecute or to comply with these rules or a court order, a defendant may move to
9 dismiss the action or any claim against it." Defendant moves to dismiss this action.

10 In *Santiago v. EW Bliss Co.*, 941 N.E.2d 275 (Ill. App. Ct. 2010) the opinion stated
11 the "court has discretion, as a matter of law, to dismiss a complaint with prejudice
12 when brought by a plaintiff using a fictitious name without leave of court." In that case
13 the Plaintiff admitted they used a different name other than the person's legal name for
14 a real person and tried to refile with the corrected legal name. In this case Plaintiff's
15 attorney has sworn that the Plaintiff is a real person and the only Plaintiff. Stillman did
16 not try to refile the case in the name of Amanda Lollar or anyone else.

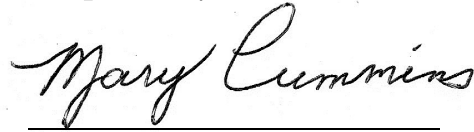
17 Whoever signed the Trust Agreement as Khionidi has committed forgery, i.e. Penal
18 Code section 470. That section provides, "Every person who, with intent to defraud,
19 signs the name of another person, or of a fictitious person, knowing that he has no
20 authority so to do, to, ... [any] deed ... or utters, publishes, passes, or attempts to pass,
21 as true and genuine, any of the above-named false, ... forged, ... matters, ... with intent
22 to defraud, ... is guilty of forgery." [2] In *People v. Porter* (1955) 136 Cal. App. 2d 461,
23 467 [288 P.2d 561], this court stated that in order to establish forgery three essential
24 facts must be proven: "(1) Intent to defraud, (2) making a false instrument by signing
25 another's name without authority or the name of a fictitious person, or knowingly
26 uttering same, and (3) the instrument on its face be capable of defrauding someone
27 who might act upon it as genuine or the person in whose name it is forged." More
28

1 succinctly, forgery is a "writing which falsely purports to be the writing of another, ..."
2 (Generes v. Justice Court (1980) 106 Cal. App. 3d 678, 682 [165 Cal. Rptr. 222]; see
3 also Century Bank v. St. Paul Fire & Marine Ins. Co. (1971) 4 Cal. 3d 319, 321-322
4 [93 Cal. Rptr. 569, 482 P.2d 193].)

5 **CONCLUSION**

6 For the foregoing reasons Defendant Mary Cummins hereby requests that this Court
7 dismiss Plaintiff's Adversary Proceeding and discharge the underlying judgment.

8 Respectfully submitted,

9 
10 _____

11 Mary Cummins, Defendant pro se

12 February 26, 2021
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DECLARATION OF DEFENDANT MARY CUMMINS

I, MARY CUMMINS, declare as follows:

1. I am Mary Cummins Defendant in pro per. I make this declaration on my personal knowledge of the facts set forth herein.
2. Everything in DEFENDANT’S MOTION TO DISMISS was written by me and is the truth to the best of my knowledge.
3. All exhibits cited, footnoted, attached are true and correct copies of the originals.

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

Executed on February 26, 2021 at Los Angeles, California.

By: 
MARY CUMMINS

**CERTIFICATE OF CONFERENCE
MEET AND CONFER**

1
2
3 On January 31, 2021 I conferred with Philip Stillman attorney for Plaintiff in email
4 about this Motion to Dismiss. Stillman did not state that he would agree to this Motion
5 to Dismiss.
6

7 Executed this day, 26th day of February 2021, at Los Angeles, California.
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11 Mary Cummins, Defendant
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1
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3 PROOF OF SERVICE
4 (FRCivP 5 (b)) or
5 (CCP 1013a, 2015.5) or
6 (FRAP 25 (d))

7 I am Plaintiff in pro per whose address is 645 W. 9th St. #110-140, Los Angeles,
8 California 90015-1640. I am over the age of eighteen years.

9 I further declare that on the date hereof I served a copy of:

10 MOTION TO DISMISS

11 on the following interested parties by email to the following at .

12 Philip H. Stillman
13 Stillman & Associates
14 pstillman@stillmanassociates.com

15
16
17 I declare under penalty of perjury, under the laws of the State of California, that the
18 foregoing is true and correct.

19 Executed this day, February 26, 2021, at Los Angeles, California.

20 Respectfully submitted,

21 

22
23 Mary Cummins, Defendant

24 Dated: February 26, 2021

25 645 W. 9th St. #110-140

26 Los Angeles, CA 90015
27
28

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE: . Case No. 2:17-bk-24993 (RK)
. Chapter 7
MARY KATHARINE .
CUMMINS-COBB, .
. Los Angeles, California
Debtor. . Wednesday, May 29, 2019
. 1:30 p.m.
.
KONSTANTIN KHIONIDI, As .
Trustee of the Cobbs Trust, .
.
Plaintiff, . Adversary No. 2:18-ap-01066 (RK)
.
v.
.
MARY KATHARINE .
CUMMINS-COBB, .
.
Defendant. .
.

TRANSCRIPT OF STATUS CONFERENCE HEARING
BEFORE HONORABLE ROBERT N. KWAN
UNITED STATES BANKRUPTCY COURT JUDGE

TELEPHONIC APPEARANCES:

For the Debtor: By: MARY CUMMINS-COBB, Pro Se
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(310)877-4770

For the Plaintiff: Stillman & Associates
By: PHILIP H. STILLMAN, ESQ.
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(888)235-4279

Court Recorder: SHAFARI TAHIM
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(855) 460-9641

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1 THE COURT: The Court will now call its 1:30
2 calendar. The Court still has a status conference in the
3 adversary proceeding, Khionidi versus Cummins-Cobb, Number 17.

4 MS. CUMMINS-COBB: Mary Cummins, defendant, present.

5 MR. STILLMAN: Good afternoon, Your Honor, Philip
6 Stillman for the plaintiff.

7 THE COURT: All right. So, Court has entered rulings
8 on the various motions before the Court on the plaintiff's
9 motion for partial summary judgment, defendant's motion to
10 dismiss and defendant's discovery motion. So, how should we
11 proceed with the pretrial schedule, Mr. Stillman?

12 MR. STILLMAN: Well, Your Honor, I'm a little bit at
13 a disadvantage, of course, because as you know, I'm in Egypt so
14 I'm not -- I don't have my full schedule in front of me. But
15 my plan is I believe that we'll likely be filing a motion for
16 reconsideration on the limited part of the summary judgment
17 motion that the Court did not grant.

18 I don't believe that there's any facts that the
19 defendant has submitted that would call into question the
20 validity of the assignment that's been recorded with the Los
21 Angeles Superior Court. But I do believe that the likelihood
22 is going to be that we're going to resolve that issue by
23 substituting Ms. Lollar in as the plaintiff instead of Mr.
24 Khionidi, to take care of that issue. And so I anticipate
25 moving for -- moving again, if necessary, for a summary

1 judgment on that limited issue since the rest of the case has
2 been disposed of.

3 So, I would suggest that the Court continue the
4 status conference for a period of time, perhaps into July when
5 I get back into the United States and can, you know, organize
6 this procedurally. And I think that that will take care of the
7 entire case and we will not need a further pretrial conference
8 order.

9 THE COURT: All right. Let me ask you this, Mr.
10 Stillman, when are you returning to the United States?

11 MR. STILLMAN: June 23rd, Your Honor.

12 THE COURT: All right. So, if we have a status
13 conference, let's say July 16th or July 30th, would those work?

14 MR. STILLMAN: That would be great, Your Honor. That
15 would give me enough time to organize the situation and address
16 it with the Court.

17 THE COURT: All right. Why don't I make it July
18 30th, just in case you have a problem with the other dates?
19 And this will give you time to file a status report requesting
20 a different date.

21 MR. STILLMAN: That would be fine, Your Honor.

22 THE COURT: July 30th at 1:30. All right.

23 So, Ms. Cummins, do you want to be heard on status?

24 MS. CUMMINS-COBB: Yes, I do. Number one, you stated
25 in your order dismissing my motion for unclean hands that I

1 failed to raise the issue of unclean hands in the April 12th
2 reply. And I raised the unclean hands defense in the April
3 11th reply, which is the first reply, it's on Page 2. And I
4 wanted to know if I may re-file the motion to dismiss for
5 unclean hands if I give 42 days notice to the plaintiff?

6 THE COURT: Well, if you bring it as a summary
7 judgment, you need to bring it on 42 days notice because you're
8 alleging matters outside the pleadings, so that's -- it's a
9 summary judgment motion. And you need to comply with the other
10 requirements of a summary judgment motion other than just 42
11 days notice. You have to file a statement of uncontroverted
12 facts with the evidence supporting that.

13 MS. CUMMINS-COBB: Okay. And I have another
14 question. And you denied my motion for a blanket protective
15 order. I requested, also, protective order over bank records
16 and PayPal records so they wouldn't be posted on the Internet.
17 And I would like to request that again because plaintiff will
18 post it on the Internet.

19 MR. STILLMAN: That's -- it's just speculation, Your
20 Honor. There's been no posting of any type of confidential
21 information by my client at any time in the -- and I think
22 before we get into a blanket protective order like that, at the
23 end of this case I think that Ms. Cummins should be forced to
24 show by evidence, admissible evidence and not speculation, what
25 exactly my client, i.e. Mr. Khionidi, has done that would

1 violate any kind of privacy right that Ms. Cummins has.

2 THE COURT: Well, I wouldn't --

3 MS. CUMMINS-COBB: Your Honor --

4 THE COURT: Yes, well, we're not going to argue the
5 -- you can bring a motion for reconsideration but I'm not going
6 to issue a blanket protective order --

7 MS. CUMMINS-COBB: I'm not asking for that.

8 THE COURT: -- at this point. So, you know, I don't
9 expect that these records are going to be posted, so --

10 MS. CUMMINS-COBB: Your Honor, she already posted the
11 records. The confidential data from the PayPal records of
12 animal advocates were posted on the Internet at Amanda Lowlar's
13 --

14 THE COURT: Well, I don't know if that's true or not,
15 so -- you know, if you have some evidence indicating that, then
16 --

17 MS. CUMMINS-COBB: I do.

18 THE COURT: All right. Then re-file your motion
19 then.

20 MS. CUMMINS-COBB: Okay. And, also, I asked Mr.
21 Stillman for a copy of the subpoena result and he refuses to
22 give me a copy of the subpoena result.

23 THE COURT: Well, did you get anything in response to
24 the subpoena?

25 MR. STILLMAN: Your Honor, discovery -- Your -- I'm

1 sorry, go ahead, Your Honor.

2 THE COURT: Yes. Did you get any response to the
3 subpoenas?

4 MR. STILLMAN: Some, Your Honor. Some was --
5 according to Ms. Cummins, some she had said she had requested
6 them not to produce, and so, pending the outcome of the summary
7 judgment, I haven't moved to compel any production from the
8 banks. But the Court should note that the discovery in this
9 case closed on January 31st. So, you know, the time to
10 propound new discovery request by Ms. Cummins is long gone.

11 THE COURT: Well, I don't know, what is the standard
12 with respect to if you subpoena for records and you get them,
13 you know, is there reason why you wouldn't provide them to the
14 other parties?

15 MR. STILLMAN: Yeah. There's no reason -- there's no
16 obligation for me to provide records to Ms. Cummins.

17 THE COURT: Well --

18 MR. STILLMAN: She can --

19 THE COURT: Okay.

20 MR. STILLMAN: These are her records.

21 THE COURT: All right.

22 MR. STILLMAN: She could have gotten them herself.

23 THE COURT: Well, all right. Ms. Cummins, you can
24 bring a motion --

25 MS. CUMMINS-COBB: Yes.

1 THE COURT: -- for -- why they shouldn't be -- you
2 shouldn't be furnished copies, but -- that's not before the
3 Court yet.

4 MS. CUMMINS-COBB: Okay. And I would like to know --
5 okay, Mr. Stillman stated that I told the bank not to release
6 records, I never said that.

7 THE COURT: Well --

8 MS. CUMMINS-COBB: I didn't even file a motion to
9 quash the release of bank records.

10 THE COURT: Well, he apparently got records in
11 response to subpoena and you want copies, so I think if he's
12 not willing to turn them over to you, then you can bring a
13 motion to say that you're entitled to them. I don't know if
14 you are entitled to them or not at this point.

15 MS. CUMMINS-COBB: Okay. Your Honor, you filed your
16 orders stating that he has to give me what documents he's going
17 to be using at the trial. Well, that would be the bank
18 records and PayPal statements.

19 THE COURT: Well, I don't know if he's going to use
20 them at trial or not. So, you know, he has to make that
21 decision if he is going to use them at trial and I don't know
22 if he's made that decision. He gets to make that determination
23 within the next 30 days from the -- well, 30 days or so from
24 the entry of the order. I don't know if they are going to be
25 used by him.

1 MS. CUMMINS-COBB: I want to make one last statement.
2 Ever since this case started, Mr. Stillman swore over and over
3 and over again that this plaintiff is not Amanda Lowlar. Now
4 he's saying it is, now that he's forced. So, now the Court
5 should realize that Mr. Stillman has been dishonest since the
6 beginning.

7 MR. STILLMAN: Your Honor, I'm going to say one
8 thing. That my client is Mr. Khionidi, unlike what Ms. Cummins
9 keep saying over again. So, that's it; period. And I have
10 nothing more to say about the issue.

11 THE COURT: All right. Well --

12 MR. STILLMAN: That's my client, he's the plaintiff.

13 THE COURT: Right. He's the --

14 MR. STILLMAN: Not anyone else.

15 THE COURT: Right. All right. Okay. So, we're
16 setting a further status conference July 30th at 1:30. All
17 right.

18 MS. CUMMINS-COBB: Okay.

19 THE COURT: And we're going to talk about future
20 dates, so I'm going to ask you to at that time purpose a
21 schedule as far as how we're going to proceed. And if you're
22 going to bring motions, give me a timetable when you're going
23 to bring motions. And I think we have a pretrial conference
24 set, right?

25 MS. CUMMINS-COBB: No.

1 MR. STILLMAN: No, Your Honor. That's been vacated.

2 THE COURT: Okay. So, we're going to re-set one on
3 July 30th at 1:30.

4 MS. CUMMINS-COBB: Okay.

5 MR. STILLMAN: That's fine, Your Honor.

6 THE COURT: All right. So, the Court will prepare an
7 order letting you know of the status conference since Mr.
8 Stillman's out of the country. So, you'll get written notice
9 from the Court, Ms. Cummins.

10 MS. CUMMINS-COBB: Okay.

11 THE COURT: All right. I think that's it for today.
12 So, July 30th 2019 at 1:30 will be the next status conference.
13 The Court will issue an order. So, thank you very much.

14 MS. CUMMINS-COBB: Thank you, Your Honor.

15 MR. STILLMAN: Thank you, Your Honor.

16 THE COURT: Thank you.

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C E R T I F I C A T I O N

I, ALYCE H. STINE, court approved transcriber,
certify that the foregoing is a correct transcript from
the official electronic sound recording of the proceedings
in the above-entitled matter, and to the best of my
ability.

/s/ Alyce H. Stine

ALYCE H. STINE

J&J COURT TRANSCRIBERS, INC.

DATE: July 1, 2019

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7 Attorneys for plaintiff KONSTANTIN KHIONIDI, as Trustee of the
8 COBBS TRUST

9 **UNITED STATES BANKRUPTCY COURT FOR THE**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 In re:
12 MARY CUMMINS-COBB,
13 Debtor

14 Case No. 2:17-bk-24993-RK
15 Chapter 7
16 Adv. Proc. No. 2:18-ap-01066-RK

17 KONSTANTIN KHIONIDI, as Trustee of the
18 COBBS TRUST,

19 Plaintiff,

20 vs.

21 MARY CUMMINS-COBB,
22 Defendant.

23 Judge: Honorable Robert N. Kwan
24 Courtroom: 1675
25 Edward R. Roybal Federal Building
26 255 E. Temple Street, Suite 1682
27 Los Angeles, CA 90012

28 PROPOUNDING PARTY: Debtor and defendant Mary Cummins-Cobb

RESPONDING PARTY: Plaintiff Konstantin Khionidi

SET NO.: ONE

PLEASE TAKE NOTICE that in accordance with Rules 26 and 33 of the Federal Rules of Civil Procedure (the "Federal Rules"), made applicable to this adversary proceeding under the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the applicable local rules of the United States District Court for the Central District of California and this Court (the "Local Rules"), plaintiff Konstantin Khionidi, as trustee (the "Trustee") of the COBBS TRUST, by and through the Trustee's counsel, Stillman & Associates, hereby responds to Defendant and Debtor MARY CUMMINS-COBB's Interrogatories, Set One as follows.

INTERROGATORIES

1
2 1. Provide YOUR, the actual Plaintiff's, the person who owns the judgment,
3 legal name, current home address and current principal place(s) of business from January 1,
4 2012 through the present.

5 **RESPONSE:**

6 Plaintiff objects to this Interrogatory on the grounds that it is irrelevant, overly broad, and
7 seeks information that is specifically covered by the attorney-client privilege and the attorney
8 work product doctrine. Moreover, as Plaintiff only received an assignment of the judgment in
9 2017, any information prior to the date of the assignment is manifestly irrelevant. Furthermore, in
10 light of Defendant's inexplicable penchant for posting defamatory and/or derogatory and personal
11 information about individuals and attorneys even after a multimillion dollar judgment was entered
12 against her, has a serious risk of violating plaintiff's right to privacy, which greatly outweighs any
13 tangential relevance. Without waiving the foregoing, Plaintiff has already produced the notarized
14 assignment from Amanda Lollar to the defendant, which identifies the assignee of the judgment
15 and the assignee's address, to the extent that such information is relevant.

16 2. State all facts on which YOU, the Plaintiff, the person who owns the judgment rely
17 on in each allegation in the adversary proceeding.

18 **RESPONSE:**

19 Plaintiff objects to this Interrogatory on the grounds that it is overly broad, unduly
20 burdensome and seeks information that is specifically covered by the attorney-client privilege and
21 the attorney work product doctrine. Moreover, Fed. R. Civ. P. 33 limits the number of
22 Interrogatories that a party may propound to 25. Because this Interrogatory is compound and
23 seeks information regarding every one of the 41 allegations in addition to those Interrogatories
24 propounded herein, it is therefore improper.

25 3. IDENTIFY every person involved in the judgment, sister state proceeding,
26 adversary proceeding, by name, address.

27 **RESPONSE:**

28 Plaintiff objects to this Interrogatory on the grounds that it is irrelevant, overly broad, and

1 seeks information that is specifically covered by the attorney-client privilege and the attorney
2 work product doctrine. Moreover, in light of Defendant's inexplicable penchant for posting
3 defamatory and/or derogatory and personal information about individuals and attorneys even
4 after a multimillion dollar judgment was entered against her, has a serious risk of violating
5 plaintiff's right to privacy, which greatly outweighs any tangential relevance. Without waiving the
6 foregoing, Plaintiff has already produced the notarized assignment from Amanda Lollar to the
7 defendant, which identifies the assignee of the judgment and the assignee's address, to the
8 extent that such information is relevant. However, without waiving the foregoing objections and
9 to the extent that Plaintiff understands Defendant to be requesting the identities of those
10 individuals who negotiated the assignment in addition to those persons identified in the
11 Assignment, Plaintiff additionally responds that James J. Little (deceased) was "involved."

12 4. IDENTIFY any persons that you believe has knowledge of the facts alleged in the
13 Adversary Complaint.

14 **RESPONSE:**

15 Plaintiff objects to this Interrogatory on the grounds that it calls for speculation, is overly
16 broad, and seeks information that is specifically covered by the attorney-client privilege and the
17 attorney work product doctrine. Moreover, in light of Defendant's inexplicable penchant for
18 posting defamatory and/or derogatory and personal information about individuals and attorneys
19 even after a multimillion dollar judgment was entered against her, has a serious risk of violating
20 plaintiff's and other third parties' right to privacy, which greatly outweighs any tangential
21 relevance. Without waiving the foregoing, Plaintiff states that the following people are believed to
22 have knowledge of the allegations in the Adversary Complaint: Amanda Lollar, Dottie Hyatt,
23 Randall Turner, Defendant Mary Cummins-Cobb, Jennifer Charnofsky, Juliette Cobb and Juliette
24 Cummins.

25 5. State all facts on which YOU rely in contending that the assignment of the California
26 judgment is valid.

27 **RESPONSE:**

28 Plaintiff objects to this Interrogatory on the grounds that it calls for information that is

1 specifically covered by the attorney work product doctrine and legal conclusions of Plaintiff's
2 counsel. However, without waiving the foregoing objection, Plaintiff states that California Code
3 Civ. P. § 673 governs the method by which a judgment or an interest in a judgment may be
4 validly assigned to someone other than the initial judgment creditor. The Assignment previously
5 produced to Defendant specifically complies with each provision of said statute as more fully set
6 forth in Plaintiff's Motion for Summary Judgment and therefore is a valid assignment from the
7 judgment creditor to Plaintiff.

8 6. IDENTIFY any person you have communicated with in regard to the judgment,
9 sister state case, bankruptcy, adversary proceeding or the Defendant.

10 **RESPONSE:**

11 Plaintiff objects to this Interrogatory on the grounds that it calls for information that is
12 specifically covered by the attorney-client privilege and the attorney work product doctrine.

13 7. IDENTIFY the person you ordered, instructed, paid to follow Defendant and take
14 photographs of Defendant.

15 **RESPONSE:**

16 Plaintiff objects to this Interrogatory on the grounds that it calls for speculation and seeks
17 information that is specifically covered by the attorney-client privilege and the attorney work
18 product doctrine. Without waiving the foregoing objections, Plaintiff responds that he is unaware
19 of any such person.

20 8. IDENTIFY any and all email addresses, phone numbers, fax numbers you have
21 used in the past and continue to use.

22 **RESPONSE:**

23 Plaintiff objects to this Interrogatory on the grounds that it is irrelevant, and seeks
24 information that is specifically covered by the attorney-client privilege and the attorney work
25 product doctrine. Moreover, in light of Defendant's inexplicable penchant for posting defamatory
26 and/or derogatory and personal information about individuals and attorneys even after a
27 multimillion dollar judgment was entered against her, has a serious risk of violating plaintiff's right
28 to privacy, which greatly outweighs any tangential relevance.

1 9. IDENTIFY the social security number, employer's identification number which you
2 use to file tax returns, pay taxes in the United States or from abroad.

3 **RESPONSE:**

4 Plaintiff objects to this Interrogatory on the grounds that it is irrelevant to any issue in this
5 proceeding. Moreover, in light of Defendant's inexplicable penchant for posting defamatory
6 and/or derogatory and personal information about individuals and attorneys even after a
7 multimillion dollar judgment was entered against her, has a serious risk of violating plaintiff's right
8 to privacy, which greatly outweighs any tangential relevance.

9 10. IDENTIFY all persons, entities which are paying the legal fees, costs related to the
10 judgment, adversary proceeding, sister state case, bankruptcy and any action toward Defendant.

11 **RESPONSE:**

12 Plaintiff objects to this Interrogatory on the grounds that it is irrelevant, and seeks
13 information that is specifically covered by the attorney-client privilege and the attorney work
14 product doctrine. Moreover, in light of Defendant's inexplicable penchant for posting defamatory
15 and/or derogatory and personal information about individuals and attorneys even after a
16 multimillion dollar judgment was entered against her, has a serious risk of violating plaintiff's right
17 to privacy, which greatly outweighs any tangential relevance.

18 11. IDENTIFY all persons whom you know has filed complaints to government agencies
19 or anyone about Defendant. This includes yourself.

20 **RESPONSE:**

21 Plaintiff objects to this Interrogatory on the grounds that it is irrelevant, and seeks
22 information that is specifically covered by the attorney-client privilege and the attorney work
23 product doctrine. Moreover, in light of Defendant's inexplicable penchant for posting defamatory
24 and/or derogatory and personal information about individuals and attorneys even after a
25 multimillion dollar judgment was entered against her, has a serious risk of violating plaintiff's right
26 to privacy, which greatly outweighs any tangential relevance. However, without waiving the
27 foregoing objections, Plaintiff responds that he is unaware of any such individuals.

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Respectfully Submitted,

STILLMAN & ASSOCIATES



Dated: December 27, 2018

By: _____
Philip H. Stillman, Esq.

*Attorneys for KONSTANTIN KHIONIDI, as Trustee of
the COBBS TRUST*

REVOCABLE LIVING TRUST AGREEMENT

THIS REVOCABLE LIVING TRUST AGREEMENT, (hereinafter "Trust"), is being made as of the 20th day of March 2017, by and between Konstantin Khionidi of Anapa, Krasnodarskii Krai, Russian Federation County, State of California, hereinafter referred to as the Trustor and the Trustee designated below and shall be governed and administered in accordance with the following terms and provisions:

ARTICLE I NAME OF TRUST

1. **NAME OF TRUST:** This trust may be referred to as **THE COBBS TRUST** and is created in accordance with California Probate Code.

ARTICLE II IDENTIFICATION

2. **TRUSTOR AND BENEFICIARIES:** The Trustor or Settlor of this trust is **Konstantin Khionidi**, an Individual residing at Ul. Shevchenko 241-50, Anapa, Krasnodarskii Krai, Russian Federation 353440.

The Beneficiary of the Trust during the lifetime of the Trustor is the Trustor. Except as otherwise provided herein, upon the death of the Trustor, the Beneficiary is Bat World Sanctuary, a Texas Corporation with offices at: 217 N. Oak Avenue, Mineral Wells, TX 76067.

ARTICLE III TRUSTEE APPOINTMENT

3. **TRUSTEE APPOINTMENTS:** The Trustor, hereby appoints **Konstantin Khionidi**, the Trustor, as Trustee of this Trust. If the Trustor, is unable to serve as Trustee for any reason, then the Trustor hereby appoints Amanda Lollar as Successor Trustee. The Trustee shall have all powers as provided in this agreement and the laws of the State of California. The principal place of administration of this trust is the Trustors place of residence, regardless of the residence of the Trustee. In the event a vacancy in the office of Trustee occurs and there is no successor trustee, the existing Trustee, if one, and the beneficiaries, or the beneficiaries, if there is no trustee, may agree to a non-judicial change in the trustee by amendment to this Trust agreement.

ARTICLE IV ASSETS OF TRUST

4. **ASSETS OF TRUST:** All rights, title, and interest in and to all real and personal property, tangible or intangible, listed on the attached Exhibit "A", is

hereby assigned, conveyed and delivered to the Trustee for inclusion in this Trust.

5. ADDITIONS TO TRUST PROPERTY: Additional property may be conveyed to the Trust by the Trustor, or any other third party at any time. Trustor may execute such other documents as is necessary to effectuate the assignment of property to this Trust.

6. RIGHTS TO TRUST ASSETS: Except as specifically provided herein, the Beneficiaries of this trust shall have no rights to any assets of the trust.

7. HOMESTEAD EXEMPTION: Grantor(s) reserves the right to use, occupy and reside upon any real property placed in this Trust as their permanent residence during their lives. Grantor(s) shall have the right to reside in the property rent free and without charge except for the payment of the following: (1) all mortgages costs and expenses (2) all property taxes, and (3) reasonable expenses of upkeep and maintenance. Grantor(s) retain the legal right to use and benefit from the property in all respects. It is the intent of this provision to retain for the grantor(s) the requisite beneficial interest and possessor right in and to such real property needed to retain their qualification for any exemption, freeze of tax rates and/or valuation granted to any individual or individuals so qualifying.

ARTICLE V TRUSTEE POWERS AND OTHER PROVISIONS

8. POWERS: The Trustor does hereby grant to the Trustee all powers necessary to deal with any and all property of the Trust as freely as the Trustor could do individually. The Trustee shall at all times and in all actions act as a fiduciary in good faith. Trustee is hereby granted all powers contained herein and all powers conferred upon Trustee under the applicable statutes and laws of the State of California, to the broadest extent possible, including, but not limited to all of the powers authorized by the California Probate Code, all powers granted to the Trustee by this Trust Agreement are ministerial in nature and are not intended to create or alter substantial rights. Without limiting the foregoing general statement of powers, the Trustee powers include, but shall not be limited to the following:

(A) TRUST ASSETS: The Trustee is hereby authorized and granted all powers necessary to retain as a permanent investment of the Trust, or for such time as the Trustee shall deem advisable, the original assets of the Trust and all other property later transferred, devised or bequeathed to the Trustee, without liability for loss or depreciation resulting from such retention.

- (B) **NONPRODUCTIVE ASSETS:** The Trustee is hereby granted all powers and authority necessary to hold uninvested cash, and to retain, acquire, and hold unproductive realty or personalty for any periods deemed advisable by the Trustee, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this section.
- (C) **INVESTMENT POWERS:** The Trustee is hereby granted all powers necessary to invest and reinvest any and all of the property of the Trust in any and all types of property, security or other asset deemed by the Trustee to be in the best interests of the Trust as a whole, without limitation or regard to yield rates or income production.
- (D) **SECURITIES:** The Trustee is specifically authorized, in his or her discretion, to maintain brokerage margin accounts, to buy, sell or transfer options, warrants, puts, calls, commodities, futures contracts, and repurchase contracts, and to exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as Trust assets.
- (E) **ADDITIONAL PROPERTY:** The Trustee is specifically authorized to receive additional property from any source and to hold and administer this property as part of the Trust Estate.
- (F) **SELL AND LEASE:** The Trustee is hereby granted all powers necessary to sell, convey, lease, transfer, exchange, grant options to purchase or otherwise dispose of any Trust asset on any terms deemed by the Trustee to be in the best interests of the Trust, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper by the Trustee in furtherance of this authority.
- (G) **INSURANCE:** The Trustee is specifically authorized to insure Trust property and assets with any insurer against any hazards, foreseeable or unforeseeable, including public liability, and to use insurance proceeds to repair or replace the asset insured, at the discretion of the Trustee. In addition, the Trustee may carry or purchase life insurance on the life of any Trust beneficiary, and may exercise or release any rights with regard to such policy.
- (H) **BORROWING AND LENDING:** The Trustee is specifically authorized to lend Trust funds to any borrower, on any terms deemed advisable, and to change the terms of these loans at any time and for any reason. This authorization includes the power to

extend loans beyond maturity with or without renewal and without regard to the existence or value of any security, and to facilitate payment, to change the interest rate, to consent to the modification of any guarantee, and to forgive loans in their entirety.

The Trustee is further granted all powers necessary to borrow whatever money the Trustee deems desirable for any Trust on any terms from any lender, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust.

- (I) **MODIFICATION OF TERMS:** The Trustee is specifically authorized, incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to any Trust, upon any terms and for any period, including a period beyond the duration or the termination of any or all Trusts.
- (J) **CLAIMS:** The Trustee is hereby granted all powers necessary to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claim, upon whatever terms the Trustee deems advisable, against or in favor of any Trust, and to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting. The Trustee is further authorized, in his or her sole and absolute discretion, to refrain from paying taxes, assessments, or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.
- (K) **DISTRIBUTIONS:** The Trustee is specifically authorized to distribute any shares of the Trust in cash or in property, or partly in each, and the Trustee's valuations of and selection of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries.
- (L) **NOMINEE:** The Trustee is specifically authorized to hold any or all of the Trust assets, real or personal, in the Trustee's own name, the name of any Co-Trustee, corporation, partnership, or any other person as the Trustee's nominee for holding the assets, with or without disclosing the fiduciary relationship. A corporate Trustee does hereby have the power necessary to appoint a Trustee to administer property in any jurisdiction in which it shall fail to qualify.
- (M) **FORECLOSURE:** The Trustee is specifically authorized to foreclose on any mortgage, to bid on the mortgaged property at the foreclosure sale, or acquire mortgaged property from the mortgagor without foreclosure, and to retain or dispose of the property upon any terms deemed advisable by the Trustee.

- (N) **ENCUMBRANCES:** The Trustee may pay off any encumbrance on any Trust asset and may invest additional amounts of money in the asset, as the Trustee deems appropriate, to preserve the asset or to increase its productivity.
- (O) **VOTING:** The Trustee may vote stock for any purpose, either in person or by proxy, may enter into a voting trust, and may participate in corporate activities related to a trust in any capacity as permitted by law, including service as officer or director.
- (P) **REORGANIZATION:** The Trustee is hereby granted all powers necessary to unite with other owners of property similar to any property held in this Trust in carrying out the foreclosure, lease, sale, incorporation, dissolution, liquidation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest; to serve as a member of any protective committee; to deposit Trust securities in accordance with any plan agreed upon; to pay any assessments, expenses, or other sums deemed expedient for the protection or furtherance of the interests of the beneficiaries; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investments without this provision.
- (Q) **PURCHASE FROM ESTATE OR TRUST:** The Trustee is specifically authorized to purchase property of any type, whether real or personal, from a Trustor or beneficiary's estate or Trust for their benefit upon such terms and conditions, price and terms of payment as the Trustee and the respective personal Representative shall agree upon, and may hold any property so purchased in Trust although it may not qualify as an authorized Trust investment except for this provision, and may dispose of such property as and when the Trustee shall deem advisable.
- (R) **ASSISTANTS AND AGENTS:** The Trustee is hereby granted all powers necessary to employ any person or persons the Trustee deems advisable for the proper administration of any Trust, including but not limited to: attorneys-at-law, accountants, financial planners, brokers, investment advisors, realtors, managers for businesses or farms, technical consultants, attorneys-in-fact, agents and any other consultants and assistants.
- (S) **RESERVES:** The Trustee is hereby authorized to set aside and maintain reserves for the payment of present or future expenses.

including but not limited to: taxes, assessments, insurance premiums, debt amortizations, repairs, improvements, depreciation, obsolescence, maintenance, fees, salaries and wages, as well as to provide for the effects of fluctuations in gross income, and to equal or apportion payments for the benefit of income beneficiaries under the Trust.

(T) **MANAGEMENT OF REALTY:** The Trustee is specifically authorized to deal with real and personalty, including oil, gas, and mineral rights in any manner lawful to an owner on any terms and for any period, including periods beyond the duration or termination of any Trusts.

(U) **BUSINESS:** With respect to any business that is part of or may become part of any Trust, no matter how such business may be organized, the Trustee is hereby granted the authority to:

- a. hold, retain and continue to operate such business solely at the risk of the Trust estate and without liability to the Trustee for any resulting losses;
- b. incorporate, dissolve, liquidate, or sell such business at any time and upon any terms as the Trustee deems advisable. In exercise of this authority, the Trustee may obtain a qualified appraisal, although the Trustee is not obligated in any way to seek other offers in contracting for sale to any person including another shareholder, trust, or beneficiary; mortgage, pledge or otherwise encumber any assets of any Trust to secure loans for any business purposes;
- c. engage in the redemption of stock and to take such actions as are necessary to qualify the redemption under IRC Sections 302 or 303 and the applicable requirements of state law.
- d. create a special lien for the payment of deferred death taxes under IRC Section 6324, or similar provisions of state law.
- e. create, continue, or terminate an S-Corporation election.

9. **AUTHORITY TO ACT:** The approval of any court, the Trustor, or any beneficiary of any Trust created by this Trust shall not be required for any dealings with the Trustee of this Trust, and any person so dealing with the Trustee of this Trust shall assume that the Trustee has the same power and authority to act as any individual does in the management of his or her own affairs. Further, upon presentation of a copy of this page and any other page of this Trust, any person shall accept same as conclusive proof of the terms and authority granted by this Trust, and shall assume that no conflicting terms or directions are contained in any of the omitted pages.

ARTICLE VI
TRUST ADMINISTRATION DURING LIFE OF TRUSTOR

10. MANAGEMENT OF TRUST PROPERTY: All property of the Trust shall be managed by the Trustee at the direction of the Trustor. The Trustee shall collect all income of the Trust, and shall pay from the income such amounts and to such persons as the Trustor may from time to time direct. In the absence of direction from the Trustor, the Trustee may accumulate the net income of the Trust, or may disburse any portion of the net income to or for the benefit of the Trustor. The Trustee is also authorized to pay from the principal of this Trust any and all amounts necessary for the health or maintenance of the standard of living of the Trustor.

11. INCAPACITY OF TRUSTOR: During any period of incapacitation of the Trustor, as defined by this Trust Agreement, the Successor Trustee may apply or expend all or a part of the income and principal of this Trust, or both, for the health and maintenance of the Trustor, in his or her accustomed manner of living. Provided sufficient resources exist for the care and maintenance of the Trustor, during any period of incapacity of the Trustor, the Successor Trustee is further authorized to make distributions to or for the benefit of any issue of the Trustor who has no other financial resources and who requires said distribution for their health or support. The Successor Trustee shall consider all financial resources available to a beneficiary, including, but not limited to, the ability of said beneficiary and his or her spouse, if any, to earn a living prior to making an invasion of this Trust. Under no circumstances may a Successor Trustee exercise this power for his or her own benefit.

12. RESERVATION OF RIGHTS: Except during periods of incapacitation as defined by this Trust Agreement, upon delivery to the Trustee of a written instrument, signed and acknowledged by the Trustor, the Trustor does hereby reserve during his or her lifetime the following rights:

- (A) To revoke this Trust Agreement in its entirety and to recover any and all remaining property of the Trust after payment of all Trust administration expenses in accordance with California Probate Code Section 15401,
- (B) To alter or amend this instrument in any and every particular at any time and from time to time in accordance with California Probate Code Section 15402,
- (C) To change, at any time and from time to time, the identity or number, or both, of the Trustee and/or Successor Trustee,
- (D) To withdraw from the operation of this Trust, at any time and from time to time, any or all of the Trust property.

**ARTICLE VII
DISTRIBUTIONS DURING LIFETIME OF TRUSTORS**

13. GENERAL DISTRIBUTIONS: The following options are available to the Trustee regarding the distribution of principal or income to or for a beneficiary:

- (A) Payments may be made directly to the beneficiary as an allowance, in such amounts as the Trustee may deem advisable;
- (B) Payments may be made to the Guardian of the beneficiary.
- (C) Payments may be made to a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary. Said agreement may include a custodianship under the Uniform Transfers (or Gift) to Minors Act of any state.
- (D) The Trustee may expending such income or principal directly for the beneficiary. After making a distribution as provided above, the Trustee shall have no further obligation regarding the distribution.
- (E) In making distributions of income or principal, the Trustee shall be mindful of the Beneficiaries health, education, support, maintenance, comfort and general welfare needs.

14. RESIDENCE: A residence may be purchased or otherwise obtained by the Trustee for the benefit of an income beneficiary of any Trust for use by the beneficiary and his or her family. Rent shall not be charged to said beneficiary and expenses of maintaining such residence may be borne by the Trust, the beneficiary, or partly by each, as the Trustee may deem proper.

15. OTHER PAYMENTS: At the request of any Trustor in writing, the Trustee shall make lump sum or periodic payments to any third party designated by such Trustor.

**ARTICLE VIII
TRUST ADMINISTRATION AFTER TRUSTOR'S DEATH**

16. TRUSTEE: Upon the death of the Trustor, the Successor Trustee shall continue to administer the assets of this Trust, as well as any other property received by this Trust from any source, and shall distribute said assets as provided herein.

17. BENEFITS PAYABLE TO TRUST: Upon the death of the Trustor, the Trustee is hereby authorized to take any and every action necessary to collect any and all benefits payable to the Trust, including but not limited to proceeds from life insurance policies, retirement plans, or IRA's. The Trustee is further authorized to collect any and all tax refunds, health insurance proceeds, refunds

under any contract, death benefits, or any other item payable to the Trustor's estate.

18. LIABILITIES OF TRUSTOR'S ESTATE: Prior to the distribution of any assets of this Trust, the Trustee may, at his or her sole and absolute discretion, pay to the Trustor's estate, from the principal or income of the Trust, any or all of the Trustor's just debts, funeral expenses, and administration expenses of the Trustor's estate. Alternatively, the Trustee may, but is not obligated to, pay such expenses directly.

19. TAXES: Upon the death of the Trustor, all estate and inheritance taxes that become due and payable upon all of the property comprising the Trustor's gross estate, without regard to how such property passes, shall be paid by the Trustee either to the estate of the Trustor or to the appropriate tax agency. The Trustee shall have the right of contribution as provided by Section 2207 and 2207A IRC, if applicable.

20. ADDITIONAL DISTRIBUTIONS: The Trustee is hereby authorized to pay to the Probate Estate of the deceased Trustor as much of the income and principal of this Trust as the Trustee deems necessary for any purpose, in addition to the other distributions provided for in this Trust.

21. GIFTS: The Trustee shall, upon the death of the Trustor, make such gifts of the tangible personal property of the Trustor held or acquired by this Trust as may be directed by the Trustor's Will or any list, letter, or other writing of the Trustor permitted by the Will of the Trustor, or as may be directed by a list, letter or other writing designated as Schedule B of this Trust, whenever made. All costs of storing, packing, shipping and insuring such gifts shall be paid by the Trust.

ARTICLE IX TRUSTOR'S DEATH

22. DISTRIBUTIONS: Upon the death of the Trustor, the following distributions shall be made from the property of this Trust after payment of the Trustor's just debts, funeral expenses, expenses of any last illness, and the other distributions otherwise provided for in this Trust:

(a) DISTRIBUTION UPON DEATH OF TRUSTOR: Upon the death of the Trustor, the Trustee shall distribute or hold the trust property as follows:

All trust property, including principal or income shall be distributed to Bat World Sanctuary. If more than one person is named, they shall receive property equally. If any of the named persons are minors, the Trustee shall retain his or her portion of the Trust Estate in accordance with the Sprinkling Trust provisions below.

(b) SPRINKLING TRUST: The Trustee shall hold, administer, and distribute the assets of the Sprinkling Trust as follows:

i) For any named beneficiaries who are minors on the date of my death the trustee shall hold his or her trust estate in a separate trust to be used in the discretion of the trustee for the health, education, maintenance, and general welfare of such beneficiary.

ii) Upon the beneficiary reaching 21 years of age, the trustee shall distribute outright all remaining income and principal to such beneficiary and the trust for such beneficiary shall terminate.

iii) If any beneficiary of this Sprinkling Trust shall die before age 21, and leave no living issue, his or her share of the trust will be distributed equally to the other beneficiaries named herein. If the named beneficiary leaves living issue, then they shall be substituted for the deceased beneficiary, and this trust shall be administered for their benefit, pursuant to the provisions for their deceased parent. Upon such beneficiary reaching 21 years of age all remaining principal and income shall be distributed to the sole beneficiary.

23. DEATH OF BENEFICIARY: Should a named beneficiary die before a complete distribution of this Trust is made, and that Beneficiary leave no living issue, then that beneficiary's share shall go to the surviving Beneficiaries. If a Beneficiary dies before complete distribution and leaves living issue, such living issue shall step into the shoes of his or her parent and the trust shall be administered for their benefit.

ARTICLE X TRUSTEE PROVISIONS

24. THIRD PARTIES: Any person dealing in good faith with the Trustee shall deal only with the Trustee and shall presume the Trustee has full power and authority to act on behalf of the Trust. Confirmation or approval of any beneficiary shall not be required for any transaction with the Trustee. No Trustee of this trust shall be personally liable for contracts entered into on behalf of the trust unless the Trustee fails to reveal his or her representative capacity and identify the trust estate in the contract. Further, the Trustee shall not be personally liable for contracts or torts in connection with the administration of the trust unless the Trustee is personally at fault.

25. COMPENSATION: Any beneficiary of this Trust serving as Trustee shall do so without compensation for his or her services, except that the Trustee shall be reimbursed for reasonable expenses incurred in the administration of the Trust. Any Trustee not a beneficiary hereunder shall be compensated at the rate customarily charged by commercial trust companies for services as a trustee of

an inter vivos trust in the State of California, unless such compensation is waived by the Trustee.

26. BOND AND QUALIFICATIONS: Bond shall not be required of the Trustee or any Successor Trustee. The Trustee and any Successor Trustee shall not be required to qualify in any court and is hereby relieved of the requirement of filing any document and accounting in any court or beneficiary.

27. SUCCESSOR TRUSTEE(S): No Successor Trustee shall be responsible for acts of any prior Trustee. In the event a vacancy in the office of Trustee occurs and there is no successor trustee, the existing Trustee, if one, and the beneficiaries may agree to a non-judicial change in the trustee by amendment to this trust agreement. No person shall be required to apply to any court in any jurisdiction for confirmation of said appointment. A successor trustee of a trust shall succeed to all the powers, duties and discretionary authority of the original trustee. Any appointment of a specific bank, trust company, or corporation as trustee is conclusively presumed to authorize the appointment or continued service of that entity's successor in interest in the event of a merger, acquisition, or reorganization, and no court proceeding is necessary to affirm the appointment or continuance of service.

28. REMOVAL OF SUCCESSOR TRUSTEES: A Successor Trustee may be removed by the last individual to serve as Trustee; however, if that person is deceased or incapacitated, the Successor Trustee may be removed by a majority vote in interest in Trust income. Said removal must be in writing, stating the reasons for removal and indicate the successor Trustee, which must be a corporate trustee.

Removal of a Successor Trustee shall be permitted only for the convenient administration of the Trust and not for the purpose of influencing the exercise of the discretionary powers of a Successor Trustee as granted by this instrument.

Removal of a Successor Trustee shall be effective upon delivery of the notice of removal. The removed Trustee shall have a reasonable period of time to transfer assets to his or her successor. In the event the successor Trustee believes that his or her removal is improper, he or she may, but shall not be required to, apply to a court of competent jurisdiction, at his or her expense, for a declaration of the propriety of the removal. In that event, the removal shall be effective only upon the order of said court and after any appeal. In the event the Successor Trustee prevails, he or she shall be entitled to reimbursement from the Trust for reasonable costs and attorneys fees associated with such action.

29. DELEGATION OF POWERS: Any management function of any Trust may be delegated by any Trustee to any Successor Trustee, even if such Successor Trustee is not then serving as Trustee. The terms of such delegation of power shall be any conditions agreed to by the Trustees which are not detrimental to

the Trust. Provided, however, that the Trustee shall not delegate ALL of the trustee's duties and responsibilities.

30. LIMITED AMENDMENT POWER: The Trustee shall enjoy a limited power to amend management functions of this Trust only as may be required to facilitate the convenient administration of this Trust, to deal with the unexpected or the unforeseen, or to avoid unintended or adverse tax consequences. Any amendment under this provision shall be in writing and must be consented to by the Trustor, if not then deceased or incapacitated, or the beneficiaries of any Trust if the Trustor is deceased or incapacitated. The amendment may be retroactive. This limited power to amend shall not affect the rights of any beneficiary to enjoy Trust income or principal without the consent of said beneficiaries. The dispositive provisions of any Trust shall not be affected by this limited power to amend, and such power shall not be exercisable in such any manner as to create gift, estate, or income taxation to the Trustee or any beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with the Trustee without their consent.

31. RESIGNATION OF TRUSTEE: Any Trustee may resign by writing filed among the trust papers effective upon the trustees' discharge. The resigning Trustee, or other interested party, shall provide notice to all adult income beneficiaries and other adult beneficiaries of the Trust. The resignation shall be effective upon agreement of all parties entitled to notice, or thirty days after notice, whichever occurs first.

32. NONLIABILITY FOR ACTION OR INACTION BASED ON LACK OF KNOWLEDGE OF EVENTS. When the happening of any event, including but not limited to such events as marriage, divorce, performance of educational requirements, or death, affects the administration or distribution of the trust, a trustee who has exercised reasonable care to ascertain the happening of the event is not liable for any action or inaction based on lack of knowledge of the event. A corporate trustee is not liable prior to receiving such knowledge or notice in its trust department office where the trust is being administered.

33. TRUSTEE AS BENEFICIARY. Notwithstanding any other provision herein or of California Laws, a trustee who is also a beneficiary of the trust may exercise powers to make:

(1) Discretionary distributions of either principal or income to or for the benefit of the trustee;

(2) Discretionary allocations of receipts or expenses as between principal and income; or

(3) Discretionary distributions of either principal or income to satisfy a legal obligation of the trustee.

34. WAIVER OF ACCOUNTING. Except as otherwise provided herein, neither this trust, nor any Trustee, shall be required to provide an accounting to any Beneficiary.

**ARTICLE XI
TRUST ADMINISTRATION**

35. ALLOCATION TO PRINCIPAL AND INCOME – SEPARATE TRUSTS:

All expenses and all receipts of money or property paid or delivered to the Trustee may be allocated to principal or income in the sole discretion of the Trustee. The Trustee, in a reasonable and equitable manner, shall also have the discretion to allocate, in whole or in part:

- (A) Expenses of administration of the Trust to income or principal.
- (B) Fees of the Trustee to income or principal.
- (C) Any expense of Trust administration or administration of its assets which are deductible for Federal Income Tax purposes to income.
- (D) The gains or losses from option trading, and capital gains distributions from utility shares, on mutual funds, or tax managed funds to income; and
- (E) To income or principal, distributions from qualified or non-qualified pension plans, profit sharing plans, IRA accounts or deferred compensation arrangements.

To the extent that division of any Trust is directed, the Trustee may administer any Trust physically undivided until actual division becomes necessary. Further, the Trustee may add the assets of the Trust for any beneficiary to any other trust for such beneficiary having substantially the same provisions for the disposition of trust income and principal, whether or not such trust is created by this agreement. The Trustee may commingle the assets of several trusts for the same beneficiary, whether or not created by this agreement, and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several trusts as a single estate shall not defer the vesting of any whole or fractional share of a trust for its beneficiary at the times specified.

36. ALIENATION: Excepting the Trustor, no income or principal beneficiary of any Trust shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way. No interest in any Trust shall, in any manner, be liable for or subject to the debts,

liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

37. TERMINATION OF TRUST: Should the aggregate principal of any Trust at any time be valued at Twenty Thousand Dollars (\$20,000) or less, the Trustee may, in his or her sole discretion, terminate such Trust and distribute the assets of the Trust to the beneficiaries in proportion to each beneficiary's share of the Trust.

38. ELECTIONS: The Trustee and the Personal Representative of the Trustor's estate will have various options in the exercise of discretionary powers, and may exercise any such discretion without incurring liability to any beneficiary, nor shall any beneficiary have the right to demand a reallocation or redistribution of Trust income or principal as a result of the proper action of the Trustee or Personal Representative, subject only to the requirement that the Trustee and the Personal Representative act in good faith and within the bounds of their fiduciary duty. Specifically, the Trustee or Personal Representative may make certain elections for Federal Income Tax and Estate Tax purposes which may affect the administration of Trust income or principal.

39. BENEFICIARY DESIGNATION: Upon written designation by the Trustor of a beneficiary for a qualified plan or IRA benefits made payable to this Trust, the Trustee shall distribute the right to receive such benefits to the designated beneficiary. If no such designation of beneficiary exists, the Trustor grants to the Trustee the power, on behalf of the Trustor, to distribute the right to receive such benefits as a part of the share which is otherwise to be distributed to any beneficiary, and such person shall be the Trustor's designated beneficiary. It is intended that the operation of this paragraph qualify under the requirements of 401(a) (9) and 408(a) (6) IRC and it shall be interpreted in all regards in accordance with this intent.

40. CERTIFICATE OF TRUST: The Trustee is hereby authorized and granted all powers necessary to execute a Certificate of Trust, describing any Trust matter, including but not limited to a description of the Trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person receiving an original or photocopy of said Certificate of Trust shall be held harmless from relying on same, and shall not be obligated to inquire into the terms of the Trust or maintain a copy of the Trust.

41. REGISTRATION OF TRUST ASSETS: Assets of this Trust during the Trustor's lifetime shall be registered as follows: Konstantin Khionidi, Trustee, or his or her successors in trust, under THE COBBS TRUST, dated as of the 20th day of March, 20___, and any amendments thereto.

42. TAX IDENTIFICATION: The Trustor is not a citizen or tax resident of the United States. In the event that the Trust generates taxable income, it will be

subject to withholding taxes under the applicable tax treaty and the Trustee shall ensure that any and all taxes are paid. Upon the Trustor's death, the Trustee shall then apply to the IRS for a tax identification number for the Trust and any other Trust created by this Trust Agreement.

43. SPENDTHRIFT CLAUSE: The interest of any Beneficiary of this Trust in the income and principal shall not be subject to claims of his or her creditors, or others, or be liable to attachment, execution, or other process or law and no Beneficiary shall have the right to encumber, hypothecate, or alienate his or her interest in any of the trust in any manner except as provided herein.

44. PERPETUITIES CLAUSE: All Trusts created by this instrument and interests therein shall vest in their then beneficiary twenty-one years after the death of the last of the issue of the Trustor who was alive when the Trustor died, notwithstanding any provision of this Trust to the contrary. No provision of an instrument creating a trust, including the provisions of any further trust created, and no other disposition of property made pursuant to exercise of a power of appointment granted in or created through authority under such instrument is invalid under the rule against perpetuities, or any similar statute or common law, during the said time period.

ARTICLE XII TERMS AND DEFINITIONS

The terms below, as used throughout this Trust Agreement, shall have the following meaning

45. INCAPACITATED: For the purposes of this Trust Agreement, if a Trustee or a beneficiary, is under a legal disability, or by reason of illness, mental or physical disability is, in the written opinion of two doctors currently practicing medicine, unable to properly manage her affairs, he or she shall be deemed incapacitated.

46. REHABILITATION: For the purposes of this Trust Agreement, as a Trustee or as a beneficiary, shall be deemed rehabilitated when he or she is no longer under a legal disability or when, in the written opinion of two doctors currently practicing medicine, he or she is able to properly manage his or her own affairs. Upon rehabilitation, his or her successors shall relinquish all powers and be relieved of all duties, and the rehabilitated party shall resume the duties and powers he or she had prior to incapacity.

47. GUARDIANSHIP: During any period of incapacity or incompetence, the Trustor does hereby nominate as Guardian of the Trustor's property the same person(s) in name and order of succession who serve as Trustee as provided herein.

48. SURVIVORSHIP: This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

49. APPLICABLE LAW: This Agreement shall in all respects be construed and regulated according to the laws of the State of California. Should any Trust or asset of any Trust be administered in another State, this Trust may be regulated by the laws of that State if required to avoid excessive administration expenses or to uphold the validity of any terms of this Trust.

50. TRUSTEE AND TRUST: The term "Trustee" refers to the single, multiple and Successor Trustee, who at any time may be appointed and acting in a fiduciary capacity under the terms of this agreement. Where appropriate, the term "Trust" refers to any trust created by this agreement.

51. GENDER - SINGULAR AND PLURAL: Where appropriate, words of the masculine gender include the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine. Where appropriate, words used in the plural or collective sense include the singular and vice-versa.

52. IRC: The term "IRC" refers to the Internal Revenue Code and its valid regulations.

53. SERVE OR CONTINUE TO SERVE: A person cannot "serve or continue to serve" in a particular capacity if they are incapacitated, deceased, have resigned, or are removed by a court of competent jurisdiction.

54. ISSUE: The term "issue", unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted indefinitely. Such term shall specifically exclude individuals adopted out of the family of the Trustor or out of the family of a descendant of the Trustor. The word "living" shall include unborn persons in the period of gestation.

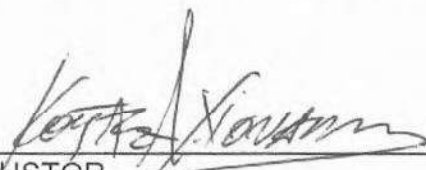
55. NOTICE: No person shall have notice of any event or document until receipt of written notice. Absent written notice to the contrary, all persons shall rely upon the information in their possession, no matter how old, without recertification, verification, or further inquiry.

56. MERGER: The doctrine of merger shall not apply to any interests under any Trust.

57. REPRESENTATION: In any Trust matter a beneficiary whose interest is subject to a condition (such as survivorship) shall represent the interests in the Trust of those who would take in default of said condition. The members of a class shall represent the interests of those who may join the class in the future (e.g. living issue representing unborn issue). The legal natural guardian of a

person under a legal disability shall represent the interests of the disabled person.

IN WITNESS WHEREOF, as of this the 20th day of March, 2017, Trustor and Trustee have signed this Instrument.



TRUSTOR

Print Name: Konstantin Khionidi



TRUSTEE

Print Name: Konstantin Khionidi

THE COBBS TRUST

Schedule A

The sum of One Hundred Dollars (\$100.00) in cash.

TOGETHER WITH:

Bank of America account No. [REDACTED]

4/10/2018

Gmail - Typos etc



Mary Cummins <mmmarycummins@gmail.com>

Typos etc

1 message

Cobb Trust <cobbtrust@gmail.com>

Mon, Jul 3, 2017 at 9:08 AM

To: "mmmarycummins@gmail.com" <mmmarycummins@gmail.com>

Hello Mary,

Barrington Legal is our current counsel. Please excuse my English not so good. I understand you have no money but we have plenty and would like to invest to build your business. We don't care about your past problems we saw the tapes. We care about our investment. Hopefully we can grow your business. Let's please have no more threats as we find them childish and they serve no purpose and in our world insults only make you more respected.

Let's discuss as if we did not hold all the cards. We want to strike a fair deal and not spend more money on investigations but rather a business plan. But we can not loose face as in RuSSia reputation is important so we can either make big money as allies or we can continue to know each other as legal adversaries. How we spend our money is our business but I assure we can take you from penniless (as stated) to successful. I suggest you behave with goof manors as we are kind Russians not ones looking to continue the pattern of hatred which has been established. And we gladly support Bats as we love them. It's our money they love. We have spent more then 50 on legal to date and prefer money in your pocket not on these "dockets"!

My best,
Sasha

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Mary Cummins Pro Se Defendant 645 W 9th St #110140 Los Angeles CA 90015 (310) 877 4770 mmmarycummins@gmail.com <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - **SELECT DIVISION**	
In re: KONSTANTIN KHIONIDI, as Trustee of the COBBS TRUST, <div style="text-align: center;"> Plaintiff, vs. MARY CUMMINS-COBB Defendant. </div> <div style="text-align: right; margin-top: 20px;"> Debtor(s). </div>	CASE NO.: 2:17-bk-24993-RK CHAPTER: 7 <input type="button" value="v"/> NOTICE OF MOTION FOR: 2:18-AP-01066-RK Motion to Dismiss <i>(Specify name of Motion)</i> DATE: 03/30/2021 TIME: 2:30 pm COURTROOM: 1675 PLACE: Edward R. Roybal Federal Building 255 E Temple Los Angeles, CA 90012

1. TO (specify name): Philip Stillman
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 02/26/2021

Mary Cummins, pro se
Printed name of law firm



Signature

Mary Cummins, pro se
Printed name of attorney

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and a party to this bankruptcy case or adversary proceeding. My business address is: 645 W 9th St #110140, Los Angeles, CA 90015

A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION FOR** (specify name of motion) Motion to Dismiss

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 02/26/2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.


pstillman@stillmanassociates.com

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

02/26/2021
Date

Mary Cummins
Printed Name


Signature