

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

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MARY CUMMINS-COBB,

Appellant

KONSTANTIN KHIONIDI, as Trustee  
of the COBBS TRUST,

Appellee.

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No. 22-55372

**STATEMENT THAT APPEAL SHOULD GO FORWARD**

Appellant is replying to this Court's May 12, 2022 Order Doc #30. Appellant filed a Request to Proceed in Forma Pauperis with Declaration in Support June 14, 2022 per the Court order. Appellant states that this Appeal is not frivolous and should go forward for the following reasons.

**1. Date(s) of entry of judgment or order(s) you are challenging in this appeal:**

December 2021.

**2. What claims did you raise to the court below?**

Plaintiff does not exist. Per FRCP 17(a)(1) "An action must be prosecuted in the name of the real party in interest." The only exception is a John Doe filing approved by the Court which does not relate to this case. Only a real person may

file a complaint, file a legal document, reply to a complaint or else they come to any court with unclean hands, see Argument below.

Per Federal Rules 41(b) the Court has the power to dismiss a case that does not comply with the Federal Rules, “Involuntary Dismissal; Effect. If the plaintiff fails to prosecute or to comply with these rules or a court order, a defendant may move to dismiss the action or any claim against it.” Defendant filed a Motion to Dismiss. The original Adverse Proceeding and any filing, reply must be dismissed. That includes any reply to any appeal of such a complaint. Dismissal of a case filed by a Plaintiff who does not exist is customary per case precedent, see argument below.

**3. What do you think the court below did wrong?**

The Court should have dismissed the Adversary Proceeding and any reply made in that case by the nonexistent Plaintiff.

**4. Why are these errors serious enough that this appeal should go forward?**

This judgment has caused and will continue to cause extreme hardship and damages to Defendant. This case involves a judgment obtained by fraud for over \$10,000,000 from an alleged defamation case in Texas #352-248169-10 (All case documents: <https://marycumminsamandalollarlawsuit.blogspot.com/2016/05/links-to-legal-documents-filings.html> ). Defendant never defamed Plaintiff Amanda Lollar the original owner of the judgment in question. Defendant reported Plaintiff to authorities

for animal cruelty, animal neglect, and violations of laws and regulations. They were investigated, violations were found and they lost their permit. Every word stated in the fair and privileged complaints to government agencies was the truth.

Plaintiff never even stated what they felt was defamatory before, during or after the trial. There was no separate hearing for damages. Defendant was and still is indigent.

Substitute Judge William Brigham who oversaw the trial was 84 years old when mandatory retirement age is 75 in Texas. He never signed or filed an oath of office before the case which is mandatory. He was assigned the trial as a favor to another Judge and Plaintiff's attorney in what is called "gaming the court system" in Texas

<http://marycumminsamandalollarlawsuit.blogspot.com/p/eliminate-assigned-judges-in-texas.html> . Judge Brigham died after the trial. Amicus Briefs were filed on

Defendant's behalf by freedom of speech organization Public Citizen

[http://www.animaladvocates.us/cummins\\_amicus\\_brief.pdf](http://www.animaladvocates.us/cummins_amicus_brief.pdf) and well known Los

Angeles attorney animal rights attorney David Casselman

[http://www.animaladvocates.us/mary\\_cummins\\_v\\_bat\\_world\\_sanctuary\\_amicus\\_letter.pdf](http://www.animaladvocates.us/mary_cummins_v_bat_world_sanctuary_amicus_letter.pdf) which proved the order, judgment was not supported by law or evidence.

Plaintiff filed an identical case after the first one in 2015 # 2015-002259-3. Because there were so many similar frivolous defamation cases to stifle freedom of speech and fair reports to the government in Texas they passed the Defamation Mitigation Act and Citizen Participation Act after the first case. Plaintiff had to state with specificity what

they felt was defamatory and made by Defendant. Because Defendant never defamed Plaintiff, Plaintiff forged their exhibits and submitted notarized perjured affidavits stating the exhibits were true and correct copies of the originals. The originals are still online and don't include anything made by Defendant or anyone by the name of "Mary Cummins." Plaintiff Lollar defamed herself the Plaintiff in exhibits then sued Defendant for Plaintiff's own defamation! That shows this is scorched earth litigation. That case was dismissed February 2020 because it was proven they forged their exhibits and submitted perjured affidavits. That is forgery, perjury, fraud and unclean hands. The first 2010 case was based on the same lies as the second 2015 case which was dismissed.

The real Plaintiff Amanda Lollar has a 25 year history of lying in legal documents, forging contracts, filing perjured documents and pretending to be non-existent people. This judgment is being used to only harm and harass Defendant. Defendant can never even pay the interest on the ridiculous judgment especially after Lollar's vicious defamatory attacks on Defendant on the internet. This judgment is worth less than zero because Defendant has no money or assets and never will because of Plaintiff et al's smear campaign. Plaintiff is using the judgment for harassment purposes only.

**5. Additional Information:**

**I. Alleged Plaintiff Konstantin Khionidi**

Plaintiff Amanda Lollar gave the judgment to Konstantin Khionidi April 2017 (Assignment of Judgment, Exhibit 1). Per Plaintiff's attorney Philip Stillman Amanda Lollar no longer owns the judgment. Alleged Plaintiff Konstantin Khionidi filed an Adversary Proceeding 2:18-ap-01066-RK March 10, 2018 in the Bankruptcy case 2:17-bk-24993-RK. Plaintiff's attorney Philip Stillman stated many times in hearings, sworn pleadings and court documents that Konstantin Khionidi is a real person in Russia and not an alter ego of anyone else. Stillman specifically stated that Khionidi is not an alter ego of the original owner of the judgment Amanda Lollar who has been directing Stillman's actions in this case. That is false and fraud upon the Court as Konstantin Khionidi does not exist. That makes Plaintiff's complaint a nullity voided from the onset which should be dismissed per Federal Rules of Civil Procedure 17(a) "An action must be prosecuted in the name of the real party in interest." It further makes any contract, agreement, assignment of and the actual judgment null and void, "Conveyance to a fictitious person is a nullity." Plaintiff therefore has no standing in this case. The Statute of Limitations for filing an Adverse Proceeding in this case in the real person's name has long passed. The Court has the power to dismiss a case that is not filed by a real person. The Adverse Proceeding should be dismissed and the judgment discharged.

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

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

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

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

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

The first Interrogatories and discovery requests were answered by and signed by Stillman and not Plaintiff. After Defendant filed a Motion to Compel discovery the Court ordered the Plaintiff to answer the interrogatories and discovery.

Plaintiff has never signed and notarized any document in this case, the assignment of the judgment or case BS140207 lacourt.org not even the trust agreement because they don’t exist.

The Trust agreement which Plaintiff was forced to give to the Court states “IN WITNESS WHEREOF, as of this the 20<sup>th</sup> day of March 2017, Trustor and Trustee have signed this instrument.” (Trust Agreement, Exhibit 2). Konstantin is both the Trustor and the Trustee. There is no witness or notary on the agreement even though the agreement states it was witnessed.

Page 1, paragraph one states that Khionidi lives in the “Anapa, Krasnodarskii Krai, Russian Federation County, State of California.” There is no Anapa, Krasnodarskii Krai, Russian Federation County” in the state of California. There is no “California” in Russia. There is an “Anapa, Krasnodarskii Krai” in the Russian Federation in Russia. Defendant believes Plaintiff added “California” to make it appear that this court has jurisdiction and a free California probate form is acceptable. There is no probate.

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

Page 15, item 42 states “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...” Then why was a California, USA probate agreement used?!

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

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

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



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

Konstantin Khionidi has been represented by good counsel in this case. It’s incomprehensible that Khionidi a Russian who speaks Russian would download a free trust agreement in English from the Internet related to California probate laws and sign his name in English. It’s believable that Amanda Lollar forged this document as Lollar has forged many documents in the past 25 years. Lollar forged an agreement in a lawsuit with Talking Talons in New Mexico. Lollar forged the agreement in the underlying Texas lawsuit regarding the judgment. Lollar forged exhibits in the copy/paste second defamation lawsuit in Texas which was dismissed in 2020. This appears to be just another forgery by Plaintiff Amanda Lollar.

July 3, 2017 the Cobbs Trust sent an email to Defendant (Russian email, Exhibit 3). The email is childishly written with a fake Russian accent as if to prove the Plaintiff is really Russian. The email even mentions the Russian’s love of bats. The original Plaintiffs were Amanda Lollar and Bat World Sanctuary. The email is signed “Sasha.” They claim to be very wealthy ala Russian Oligarch. Considering recent sanctions against Russian oligarchs it’s vital that the real party be identified. Perhaps the

judgment is being used as a way to launder, hide money from the US government to avoid sanctions against Russian oligarchs.

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

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

Amanda Lollar has flown from Texas and stayed over night to be present at every hearing and deposition, debtor hearings here in Los Angeles, California while the judgment is owned by the Russian. Lollar sat directly next to her now deceased original attorney twice disbarred convicted felon James J. Little <https://apps.calbar.ca.gov/attorney/Licensee/Detail/123373> and directed his every question at the hearings and debtor hearing deposition. Little stated that Lollar and her friend Dottie Hyatt and husband Larry Crittenden who accompanied her were Little's "assistants" and worked on behalf of the Plaintiff. Lollar instructed Little to ask

questions about Lollar, Lollar's Texas attorney Randy Turner, Defendant's wildlife permits and other totally unrelated things. This shows that Lollar is the real Plaintiff. This is scorched earth litigation because Defendant showed Lollar to be a fraud in the legitimate bat community. Lollar who claims to be a "scientific bat expert" has never gone past the 8<sup>th</sup> grade. Lollar didn't go to high school, college or graduate school while true bat experts at Bat Conservation International have double PhD's in bat studies.

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

After the first defamation lawsuit against Defendant Plaintiff Amanda Lollar filed a second identical copy/paste lawsuit. Because the Defamation Mitigation Act and Citizen Participation Acts had recently passed in Texas Plaintiff had to show specific evidence of defamation and prove it to the Defendant before filing a suit. Plaintiff did not do this. Instead Plaintiff forged the defamation exhibits. Plaintiff defamed Plaintiff in exhibits and submitted that as evidence of Defendant's defamation. That case was

dismissed in 2020. Plaintiff and her Texas attorney are currently under investigation for forgery, perjury and fraud in that case and the first case.

April 2017 Amanda Lollar gave the judgment to Konstantin Khionidi. Defendant won most claims on appeal 12-02-00185-CV April 2015 yet the judgment doesn't reflect those credits of at least \$176,000 plus \$10,000 and interest. It also doesn't reflect that all of Bat World's claims were denied so BatWorld is no longer a party to any judgment.

Plaintiff's Texas attorney Randy Turner still states to date June 2022 in his ihatemary web page <http://www.randyturner.com/randys-cyber-stalker> that "Mary Cummins" owes the money to "Amanda Lollar" even though Lollar gave the judgment to the Russian in 2017 over five years ago.

Turner also stated "One of the troll's Russian victims recently joined Amanda's collection team and has hired one of California's top collection attorneys to enforce the judgment." This denotes that Lollar still owns and controls the judgment. Defendant requested the names of anyone else involved in the judgment in discovery and was told there was no one except Konstantin Khionidi. The only Russian Defendant knows is Alya Michelson aka Alevtina Shcherpetina, Алевтина Щепетина, who worked for RIA Novosti promoting Russian propaganda for Vladimir Putin in Russia. Alya Michelson's Russian father Alexander Shcherpetina, Александра Щепетина, was in the Russian military stationed in Ukraine during the previous brutal forced military

occupation of Ukraine. One of Alya's children is named "Sasha" which is the name used in the "Russian" email. Is this the relationship to wealthy Russian oligarchs bragged about in writing to Defendant in the email?

Randy Turner stated in April 2020 in the link above that Defendant owes Amanda Lollar an impossible to pay amount of interest of "\$51,166.77 per month or 1,676.99 per day!" August 2017 Randy Turner and Amanda Lollar stated in a media article that Defendant owes the money to Lollar even though Lollar no longer owned the judgment. <https://www.animals24-7.org/2017/08/18/when-cyberspace-aint-big-enough-for-sanctuarians-their-critics/>

Plaintiff allegedly has a bank account for the trust at Bank of America per the trust agreement. The bank was contacted. There is no account in the name of "Konstantin Khionidi as Trustee of the Cobbs Trust" or any combination of those names. Plaintiff again lied to the Court.

Amanda Lollar and her attorney Randy Turner have publicly stated Lollar currently own the judgment over 50 times since it was given to the alleged Russian Konstantin Khionidi over five years ago. Defendant can show even more evidence of this fraud upon the Court with exhibits. Based on all of this the evidence it's clear that Plaintiff does not exist. It's also clear that the "Plaintiff" "Konstantin Khionidi" is a fictitious name for Amanda Lollar. This makes the Adversary Proceeding Complaint and the assignment of the judgment a nullity. Plaintiff is using the court to perpetrate fraud.

The Adversary Proceeding Complaint and assignment are a nullity. Previously the Court asked if Konstantin made a valid trust and if the judgment was properly assigned. May 24, 2019 Doc #82 the Court stated “the court determines that there are genuine issues of material fact for trial as to (sic) to whether Plaintiff Konstantin Khionidi, as Trustee of the Cobbs Trust, created a valid trust and has standing to pursue a judgment in this adversary proceeding and whether the Assignment meets all of the requirements for a valid assignment of a judgment ...”

The Motion to Dismiss goes far beyond a valid assignment. Konstantin DOES NOT EXIST! It’s impossible for someone who does not exist to make a valid trust or have a judgment assigned to them. You need two people for a contract, assignment and there was only one, Amanda Lollar. It’s also impossible for someone who doesn’t exist to file a lawsuit.

### **ARGUMENT**

Federal Rule of Civil Procedure 17(a)(1) requires that an action “must be prosecuted in the name of the real party in interest.” “The real party in interest is the person holding the substantive right sought to be enforced.” *Wieburg v. GTE Southwest Inc.*, 272 F.3d 302, 306 (5th Cir.2001). A plaintiff that does not possess a right under the substantive law is not the real party in interest with respect to that right and may not assert it. *United States v. 936.71 Acres of Land*, 418 F.2d 551, 556 (5th Cir.1969).

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

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

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

Whoever signed the Trust Agreement as Khionidi has committed forgery, i.e. Penal Code section 470. That section provides, "Every person who, with intent to defraud, signs the name of another person, or of a fictitious person, knowing that he has no authority so to do, to, ... [any] deed ... or utters, publishes, passes, or attempts to pass, as true and genuine, any of the above-named false, ... forged, ... matters, ... with intent to defraud, ... is guilty of forgery." [2] In *People v. Porter* (1955) 136 Cal. App. 2d 461,

467 [288 P.2d 561], this court stated that in order to establish forgery three essential facts must be proven: "(1) Intent to defraud, (2) making a false instrument by signing another's name without authority or the name of a fictitious person, or knowingly uttering same, and (3) the instrument on its face be capable of defrauding someone who might act upon it as genuine or the person in whose name it is forged." More succinctly, forgery is a "writing which falsely purports to be the writing of another, ..." (Generes v. Justice Court (1980) 106 Cal. App. 3d 678, 682 [165 Cal. Rptr. 222]; see also Century Bank v. St. Paul Fire & Marine Ins. Co. (1971) 4 Cal. 3d 319, 321-322 [93 Cal. Rptr. 569, 482 P.2d 193].)

## II. **Defendant Proceeding in Forma Pauperis**

Immediately after this Court's May 12, 2022 order Defendant continued to try to get a refund of the \$298 filing fee for the appeal which was never heard but transferred.

Defendant was referred to one person, court then another then another. Defendant made many phone calls to 855 460 9641 who finally referred Defendant to Sonny the cashier/clerk at 213 894 1485. No one ever picked up that number.

Getting desperate Defendant Googled USBC, USDC finance offices and found the email for James Sandino [James\\_Sandino@cacb.uscourts.gov](mailto:James_Sandino@cacb.uscourts.gov) and blindly emailed June 2, 2022. After much back and forth June 13, 2022 James Sandino finally tells Defendant it will take four weeks from the time the letter with receipt was hand delivered to be contacted about their reply (Full email exchange read bottom to top,



Exhibit 4). It would take even longer to receive a check. Then Defendant would have to go cash that check losing a high percentage in check cashing fees and costs.

Defendant would then have to pay for a USPS money order which must be hand delivered to the Court. It was obviously impossible to get a refund within 35 days to pay the filing fee in this case.

If Defendant is denied the ability to proceed in forma pauperis, Defendant will be denied access to the Courts and a fair trial. Defendant already paid an appeal fee. It would be unconstitutional to force Defendant to pay two appeal fees.

### III. **Judge Andre Birotte Case**

Judge Andre Birotte was assigned to hear the Appeal of the Motion to Dismiss. Birotte denied that Appeal without even considering the fact that the Plaintiff does not exist and could not legally appear in that court. Birotte's order is copy/paste of a previous order related to a different appeal and issue. Plaintiff did not even try to prove they existed in that Appeal or Court. Judge Birotte posted a text about his ruling but no court order December 2021 right before end of year just to get it off his docket. No order was signed or filed.

Defendant appealed that order. It was assigned to Judge Dale S Fisher. Months later after Defendant contacted the Court Judge Dale Fisher transferred the case to Judge Andre Birotte. The case should have been reassigned by the Court to a different Judge.

Defendant contacted the main Court who stated the case would be reassigned to a different Judge. They agreed Birotte can't hear the appeal of his own court order.

Defendant timely filed a Motion to Rescue/ Disqualify Judge Birotte just to be sure it was reassigned because of the obvious bias. Birotte legally could not rule until the Motion to Rescue was heard, i.e. "Once a peremptory challenge is made, the judge cannot oppose it. As long as the challenge is made in a timely manner, the judge immediately loses jurisdiction over the case. This means any action that he makes in the case shall be considered "void." That Motion was not heard. Instead Birotte transferred it to the Ninth Circuit. Birotte had no jurisdiction or power to transfer it. Birotte also denied Defendant's Motion to Appear in Forma Pauperis when he had no jurisdiction. Judge Birotte is clearly prejudiced, biased against Defendant specifically and against indigent pro se Defendants in general.

### **CONCLUSION**

For the foregoing reasons Defendant Mary Cummins hereby requests that this Court allow Defendant to Appeal. Defendant further requests that if Plaintiff replies, Plaintiff's reply should be stricken by the Court because they don't exist. Plaintiff must prove they exist in order to appear in each Court. Defendant requests that Plaintiff's Adversary Proceeding be dismissed because Plaintiff does not exist. Defendant is giving the Court a heads up that Plaintiff's attorney Philip Stillman continually lies, defames and smears Defendant in court filings. Stillman once lied and stated his father

was dying to try to get out of a hearing. His father had died years earlier and there was a public obituary.

Respectfully submitted,



*Mary Cummins*

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Mary Cummins, Defendant pro se  
June 16, 2022

**DECLARATION OF APPELLANT MARY CUMMINS**

I, MARY CUMMINS, declare as follows:

1. I am Mary Cummins Appellant in pro per. I make this declaration on my personal knowledge of the facts set forth herein.
2. Everything in DEFENDANT'S NOTICE was written by me and is the truth to the best of my knowledge.
3. This Appeal is not frivolous and should go forward.
4. 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 June 16, 2022 at Los Angeles, California.

By: Mary Cummins  
MARY CUMMINS

### **CERTIFICATE OF SERVICE**

I hereby certify that on June 16, 2022, I caused to be filed with the Court through the CM/ECF system the foregoing NOTICE TO COURT. I also hereby certify that counsel for plaintiffs are a registered CM/ECF user and will be served by the CM/ECF system.

/s/ Mary Cummins  
Pro se, Appellant

ORIGINAL

FAKED

1 LAW OFFICES OF K. KENNETH KOTLER  
2 K. KENNETH KOTLER, SBN 80281  
3 1901 Avenue of the Stars, Suite 1100  
4 Los Angeles, California 90067  
5 Telephone: (310) 201-0096  
6 Facsimile: (310) 494-0064  
7 kotler@kenkotler.com

FILED  
Superior Court of California  
County of Los Angeles

APR 10 2017

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

8 Attorneys for Assignee, Konstantin Khionidi, Trustee for the Cobbs  
9 Trust

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES

13 BAT WORLD, et al.,  
14 Plaintiffs,  
15 v.  
16 MARY CUMMINS, et al.,  
17 Defendants.

CASE NO. BS 140207

ACKNOWLEDGMENT OF  
ASSIGNMENT OF JUDGMENT

Assigned to Judge Robert L. Hess  
Dept. 24

18 1. Plaintiff and Judgment Creditor, Amanda Lollar, an individual ("Assignor"),  
19 hereby acknowledges the assignment, transfer and conveyance of Assignor's rights to enforce,  
20 prosecute, forbear or otherwise deal with the Judgment as identified in Section 5 below, in  
21 favor of Assignor and against Defendant and Judgment Debtor, Mary Cummins, to Assignee,  
22 Konstantin Khionidi, Trustee for the Cobbs Trust.

23 2. Judgment Creditor Amanda Lollar  
24 299 High Point Road  
25 Weatherford, Texas 76088

26 3. Judgment Debtor: Mary Cummins  
27 Last known address: 645 W. 9<sup>th</sup> Street, #110  
28 Los Angeles, CA 90015

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04/11/2017

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4. Assignee:

Konstantin Khionidi, Trustee for the Cobbs Trust  
c/o Law Offices of K. Kenneth Kotler  
1901 Avenue of the Stars, Suite 1100  
Los Angeles, CA 90067.

5. Judgment was entered on November 9, 2012 in the Superior Court of the State of California, County of Los Angeles, CA, Central District (Case No. BS 140207). Judgment was entered in the records of the Court where such records are required to be maintained. A true and correct copy of said Judgment being assigned herein is attached hereto as Exhibit A and by this reference incorporated herein.

6. There have been no renewals since entry of the Judgments by this Court.

Dated: April 7, 2017

  
Amanda Lollar, Judgment Creditor and Assignor

NOTARY SEPARATELY ATTACHED

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**CERTIFICATE OF ACKNOWLEDGMENT**

The State of Texas

County of Palo Pinto

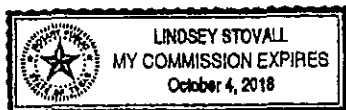
Before me, Lindsey Small (insert the name and character of the officer),

on this day personally appeared Amanda Lollar, known to me (or proved to me on the oath of Driver License or through original

(description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)

Given under my hand and seal of office this 7 day of April, 2017.



Lindsey Small  
(Notary's Signature)  
Notary Public, State of Texas



04/11/2017

EXHIBIT A



**EXHIBIT A**

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		<b>FILED</b> <small>Res. Clk. Clerk File Stamp</small> <b>NOV 09 2012</b> JOHN A. CLARKE, CLERK <i>M. Bartolome</i> MADELYN BARTOLOME, DEPUTY <small>CASE NUMBER:</small> <b>BS140207</b>
COURTHOUSE ADDRESS: 111 N Hill Street Los Angeles, Ca 90012		
PLAINTIFF/PETITIONER: Bat World Sanctuary and Amanda Lollar		
DEFENDANT/RESPONDENT: Mary Cummins		
<b>JUDGMENT 2 OF 2</b>		
<b>JUDGMENT BASED ON SISTER-STATE JUDGMENT</b> (Code Civ. Proc., § 1710.25)		

An application has been filed for entry of judgment based upon judgment entered in the State of:  
Texas

Pursuant to Code of Civil Procedure section 1710.25, judgment is hereby entered in favor of plaintiff/judgment creditor  
Amanda Lollar

and against defendant/judgment debtor  
Mary Cummins

For the amount shown in the application remaining unpaid under said Judgment in the sum of \$ 6,000,000.00, together with interest on said Judgment in the sum of \$ 120,821.92, Los Angeles Superior Court filing fees in the sum of \$ 217.50, costs in the sum of \$ \_\_\_\_\_, and interest on said judgment accruing from the time of entry of Judgment at the rate provided by law.

JOHN A. CLARKE, Executive Officer/Clerk

*M. Bartolome*

Dated: 11/09/12

By: Madelyn P. Bartolome  
 Deputy Clerk

**CERTIFICATE OF MAILING**

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Judgment Based on Sister-State Judgment (Code Civ. Proc., § 1710.25) upon each party or counsel named below by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope for each address as shown below with the postage thereon fully prepaid.

Richard O. Evanns, Esq  
 Evanns Collection Law Firm  
 515 S. Flower Street, 36th Floor  
 Los Angeles, CA 90071

Dated: NOV 09 2012

JOHN A. CLARKE, Executive Officer/Clerk

*M. Bartolome*  
 Madelyn Bartolome

By: \_\_\_\_\_  
 Deputy Clerk

LACIV 209 09/07  
 LASC Approved

**JUDGMENT BASED ON SISTER-STATE JUDGMENT**  
 (Code Civ. Proc., § 1710.25)

Code Civ. Proc., § 1710.25

10/19/2012

04/11/2017

ORIGINAL

1641 20015  
FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): Richard O. Evanns, Esq. SBN:277442 Evanns Collection Law Firm 515 S. Flower Street, 36th Floor Los Angeles, CA. 90071		TELEPHONE NO.: 213-404-1002
ATTORNEY FOR (Name): Plaintiff/Creditor-Bat World Sanctuary & Amanda Lollar		
NAME OF COURT: Superior Court of California, Los Angeles County STREET ADDRESS: 111 North Hill St. MAILING ADDRESS: 111 North Hill St. CITY AND ZIP CODE: Los Angeles, CA. 90012 BRANCH NAME: CENTRAL COURTHOUSE CIVIL		
PLAINTIFF: Bat World Sanctuary and Amanda Lollar DEFENDANT: Mary Cummins		
APPLICATION FOR ENTRY OF JUDGMENT ON SISTER-STATE JUDGMENT <input type="checkbox"/> AND ISSUANCE OF WRIT OF EXECUTION OR OTHER ENFORCEMENT <input type="checkbox"/> AND ORDER FOR ISSUANCE OF WRIT OR OTHER ENFORCEMENT		CASE NUMBER: <b>BS140207</b>

**FILED**  
LOS ANGELES SUPERIOR COURT  
NOV 6 2012  
JOHN A. CLARKE, CLERK  
BY MARY FLORES, DEPUTY

Judgment creditor applies for entry of a judgment based upon a sister-state judgment as follows:

1. Judgment creditor (name and address):  
 Bat World Sanctuary, a TX Corporation and Amanda Lollar, an individual  
 217 N. Oak Avenue 217 N. Oak Avenue  
 Mineral Wells, TX. 76067 Mineral Wells, TX. 76067
2. a. Judgment debtor (name): Mary Cummins
  - b.  An individual (last known residence address): 645 W. 9th Street, # 110, Los Angeles, CA. 90015
  - c.  A corporation of (specify place of incorporation):
    - (1)  Foreign corporation
      - qualified to do business in California
      - not qualified to do business in California
  - d.  A partnership (specify principal place of business):
    - (1)  Foreign partnership which
      - has filed a statement under Corp C 15700
      - has not filed a statement under Corp C 15700
3. a. Sister state (name): Texas
  - b. Sister-state court (name and location): 352nd Judicial District Court of Tarrant County, Tim Curry Justice Center, 8th Floor, 401 W. Belknap, Fort Worth, TX. 76196-7283
  - c. Judgment entered in sister state on (date): 06/11/2012
4. An authenticated copy of the sister-state judgment is attached to this application. Include accrued interest sister-state judgment in the California judgment (item 5c).
  - a. Annual interest rate allowed by sister state (specify): Judgment specifies 5% in this part
  - b. Law of sister state establishing interest rate (specify): See judgment
5. a. Amount remaining unpaid on sister-state judgment: \$ See attachment  
 b. Amount of filing fee for the application: \$ See attachment  
 c. Accrued interest on sister-state judgment: \$ See attachment  
 d. Amount of judgment to be entered (total of 5a, b, and c): \$ See attachment

CIT/CORSE: BS140207  
 LEA/DEF#:

RECEIPT #: CCH478057047  
 DATE PAID: 11/06/12 02:27 PM  
 PAYMENT: \$435.00  
 RECEIVED BY:

CHECK: \$435.00  
 CASH: \$0.00  
 CHANGE: \$0.00  
 CREDIT: \$0.00

1710.15  
 1710.20

(Continued on reverse)

SHORT TITLE: Bat World Sanctuary and Amanda Lollar v. Mary Cummins	CASE NUMBER:
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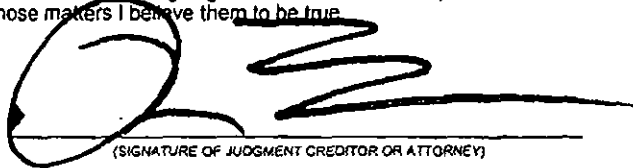
6.  Judgment creditor also applies for issuance of a writ of execution or enforcement by other means before service of notice of entry of judgment as follows:
- a.  Under CCP 1710.45(b).
- b.  A court order is requested under CCP 1710.45(c). Facts showing that great or irreparable injury will result to judgment creditor if issuance of the writ or enforcement by other means is delayed are set forth as follows:

continued in attachment 6b.

7. An action in this state on the sister-state judgment is not barred by the statute of limitations.
8. I am informed and believe that no stay of enforcement of the sister-state judgment is now in effect in the sister state.
9. No action is pending and no judgment has previously been entered in any proceeding in California based upon the sister-state judgment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct except as to those matters which are stated to be upon information and belief, and as to those matters I believe them to be true.  
Date: 11/05/2012

Richard O. Evanns, Attorney for Plaintiff / Creditor  
(TYPE OR PRINT NAME)



(SIGNATURE OF JUDGMENT CREDITOR OR ATTORNEY)

04/11/2017

MC-025

SHORT TITLE: Bat World Sanctuary and Amanda Lollar v. Mary Cummins	CASE NUMBER:
---	--------------

ATTACHMENT (Number): 1

(This Attachment may be used with any Judicial Council form.)

Item No. 5 (continued from EJ-104 form):

JUDGMENT IN FAVOR OF BAT WORLD SANCTUARY AND AGAINST MARY CUMMINS: actual damages in the amount of \$10,000.00; attorney's fees in the amount of \$176,700.00; totalling \$186,700.00 (One hundred eighty six thousand seven hundred dollars).

AMOUNT OUSTANDING AS TO BAT WORLD SANCTUARY:

- 5a. Amount remaining on sister-state judgment:.....\$186,700.00
- 5b. Amount of filing fee for the application:.....\$217.50\*
- 5c. Accrued interest on sister-state judgment:.....\$3,759.58
- 5d. Amount of judgment to be entered (total of 5a, b, and c): \$190,677.08

and

JUDGMENT IN FAVOR OF AMANDA LOLLAR AND AGAINST MARY CUMMINS: actual damages in the amount of 3,000,000.00; exemplary damages in the amount of 3,000,000.00; totaling \$6,000,000.00 (Six million dollars).

AMOUNT OUSTANDING AS TO AMANDA LOLLAR:

- 5a. Amount remaining on sister-state judgment:.....\$6,000,000.00
- 5b. Amount of filing fee for the application:.....\$217.50\*
- 5c. Accrued interest on sister-state judgment:.....\$120,821.92
- 5d. Amount of judgment to be entered (total of 5a, b, and c): \$6,121,039.42

\* NOTE: Half of the \$435.00 filing fee has been applied to each award herein.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 3 of 3

(Add pages as required)

04/11/2017

*ORIGINAL*

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

BAT WORLD SANCTURY  
217 N OAK  
MINERAL WELLS, TX 76067

Submitter: BAT WORLD SANCTURY

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/2/2012 9:57 AM

Instrument #: D212242914

J 9 PGS \$44.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D212242914

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

04/17/2017

From: Bailey & Galvan Attorneys To: Bat World Sanctuary and Amanda Lollar v. Mary C (18178502928)

16:01 07/11/12 EST Pg 4-9

CAUSE NO. 352-248169-10

BAT WORLD SANCTUARY and AMANDA LOLLAR Plaintiffs,  v.  MARY CUMMINS, Defendant	§ § § § § § § § § §	IN THE DISTRICT COURT           OF TARRANT COUNTY, TEXAS   352 <sup>ND</sup> JUDICIAL DISTRICT
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JUDGMENT

ON the 11<sup>th</sup> day of June this cause came on to be heard. Amanda Lollar, Plaintiff whose last three digits of her Texas driver's license number are 000, appeared in person and by her attorney and announced ready for trial. Bat World Sanctuary, Plaintiff, appeared by and through its attorney and announced ready for trial. Mary Cummins, Defendant whose last three digits of her California driver's license number are 781 appeared *pro se* and announced ready for trial. No jury having been demanded, all questions of fact were submitted to the Court.

After hearing the evidence and arguments of counsel and the defendant the Court finds that the plaintiffs, Amanda Lollar and Bat World Sanctuary, are entitled to recover from the defendant, Mary Cummins.

IT IS THEREFORE ORDERED that Amanda Lollar recover from Mary Cummins actual damages in the amount of THREE MILLION DOLLARS (\$3,000,000.00).

IT IS FURTHER ORDERED that Amanda Lollar recover from Mary Cummins exemplary damages in the amount of THREE MILLION DOLLARS (\$3,000,000.00).

IT IS FURTHER ORDERED that Bat World Sanctuary recover from Mary Cummins actual damages in the amount of TEN THOUSAND DOLLARS (\$10,000.00).

IT IS FURTHER ORDERED that Bat World Sanctuary recover from Mary Cummins attorney's fees in the amount of ONE HUNDRED SEVENTY SIX THOUSAND SEVEN HUNDRED DOLLARS (\$176,700.00).

IT IS ORDERED that Mary Cummins be permanently enjoined and she is ORDERED to immediately and permanently remove from the internet the following statements which currently appear at <http://www.animaladvocates.us/batWorldLawsuit/>:

1. They breed animals in the facility.

A CERTIFIED COPY

ATTEST: September 7 2012

THOMAS A. WILDER  
DISTRICT CLERK  
TARRANT COUNTY, TEXAS

BY: Lisa Adams  
DEPUTY  
LISA ADAMS Pg. 1 of 6

Court's Minutes  
Transaction # 212 AA

4 of 9 7/11/2012 2:58:34 PM [Central Daylight Time]

MAILED COPY TO ALL ATTORNEYS  
AND THE SE PARTIES OF RECORD

B-27-12 AA



Fr: Bailey & Galien Attorneys To: Bat World Sanctuary and Amanda Lollar v. Mary C (18178582328)

16:02 07/11/12 EST Pg 5-8

2. Pretty ironic for this group to certify Bat World Sanctuary when the health department told her to leave town and they had to gut the building and remove her belongings.
3. Vet recommended blood and stool tests. Lollar declined. She just wants empirical therapy. If that doesn't work, she wants to euth the dog. She refused treatment. When I was at Bat World June 19, 2010 to June 28, 2010 I saw her use her fingers to pull out one of the dog's teeth, i.e. oral surgery on dogs.
4. The current method she suggests is also inhumane. The bats die of suffocation. She also forgets to mention that the drugs she suggests must be used under the direction of a veterinarian. She doesn't even administer the gas legally, humanely, or safely.
5. He should not be working for free for someone who commits animal cruelty.
6. I doubt he'll be speaking about this embarrassing little case where he is actually representing someone who commits animal cruelty and neglect.
7. She took the money that came from the dissolution of Bonnie Bradshaw's group and bought a new silver Honda Eclipse. That money was supposed to go for animals. This is what Lollar does with money that is given to Bat World.
8. Lollar never even washed her hands before surgery, you can see dirty finger nails in the photos, no surgical garments, no mask, hat, nothing. Night and day.
9. Just confirmed that Amanda Lollar of Bat World Sanctuary is illegally obtaining human and animal rabies vaccinations. ...Again, breaking the law. I'm amazed she admitted to having the vaccine and buying it when she is doing it illegally.
10. She does not state that it died from neglect of care. She also chose to euth it instead of treating it as her vet suggested. She'd previously turned down care which her vet suggested.
11. When I was at Bat World she told me the place where she buys her rabies vaccine thinks she's a doctor.
12. Earlier in the year the vet noted the dog had major dental issues yet she didn't have the vet treat them. You know how painful it would be to have a mouth full of rotten teeth? That's animal neglect.
13. **BREAKING NEWS!!!** Amanda Lollar of Bat World Sanctuary admits in writing that she and Bat World Sanctuary are being forced to leave Mineral Wells because of all the complaints to the City and Health Department.
14. The dogs rear claws are super long. There is no way she could stand. ... She has to drag herself on cement.
15. She tells people to use Isoflurane illegally, inhumanely and unsafely in her book.

07/11/2012 2:59:34 PM

5 of 9 7/11/2012 2:59:34 PM [Central Daylight Time]

From: Bailey & Gayen Attorneys To: Bat World Sanctuary and Amanda Lollar v. Mary C (18178502928)

16:02 07/11/12 EST Pg 6-9

16. He didn't care that she admitted to illegally having the human rabies vaccination, admitted to using drugs not according to the label or that she "proudly" admitted to performing surgery.
17. In the video Lollar takes tweezers and just pulls out the molars of a conscious bat that is fighting and biting her while it bleeds. Lollar is proud of this and posted this video in her book and online. Bat experts know that bats must be unconscious and intubated to remove molars. Can you imagine the pain that bat felt?
18. Pulling molars out of conscious bats is not "cutting-edge" though cutting open conscious bats might fall into that "category." Operating on bats using the drop anesthesia technique or amputating wings instead of pinning them is also not cutting edge but cave man veterinary practice.
19. Lollar is exposing people to rabies by not checking their cards.
20. Her recent story about the episiotomy at the depo was that, that was not the bat's vagina and uterus being pulled out. It was the "placenta separating." It clearly was not.
21. She'd already yanked out the placenta which is what helped cause the prolapse, besides cutting way too much and pulling too hard. She really needs to get her vision checked. Someone with very bad vision is the last person who should be slicing into microbats.
22. Yeah, I look like crap in the videos but at least there are no videos of me hacking an animal to death.
23. She's been breeding her bats illegally. She's committing fraud asking for money for a project she cannot and will not do.
24. She said she would use the bag for the trip then return it to Walmart for a refund. She admitted to me with an evil laugh that she does this frequently.
25. Rabies complaint against Bat World Sanctuary. General sanitation laws, harboring high risk rabies animals, allowing them in downtown.
26. Amanda Lollar and her buildings have been written up so many times for building violations, safety issues, rabies, histoplasmosis, no address, unsightly building, build up of guano 6-8 feet... People have been reporting her smelly building and rabid bats for over 15 years.
27. She's basically experimenting on bats. The bats are dying because she doesn't take them to the vet. That's okay because she can just go get more bats.
28. Amanda Lollar of Bat World Sanctuary found guilty of illegally breeding bats at her facility. It is a violation of her permit.

Fr: Bailey & Gaylen Attorneys To: Bat World Sanctuary and Amanda Lollar v. Mary C (18178502928)

16:03 07/11/12 EST Pg 7-9

- 29. Amanda Lollar of Bat World Sanctuary is now sending threats of extortion from Mineral Wells, Texas. Because she's sending it over the computer it's a Federal crime.
- 30. She has violated the following regulations listed on her permit. "15 a. Permit holder is prohibited from a. Propagating, selling or bartering animals or animal remains received or held under authority of this permit." She is allowing the bats to breed.
- 31. The complaints going back 18 years were about alleged animal cruelty, animal neglect, violations of the health code and building and safety regulations.
- 32. The complaints stretching back 18 years were about animal cruelty, animal neglect, violations of the health code, violations of Texas Parks & Wildlife regulations, violations of the Animal Welfare Act, building violations and a report about a rabid bat biting a toddler directly next door to Bat World Sanctuary.
- 33. Here is the disgusting photo of my face which they photoshopped semen onto. They then added the caption "Yep, screw you too, Mmmmary!" They named the file "mummy." This is how disgusting and childish these people are.

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and she is ordered to immediately and permanently remove from the following URL's in their entirety:

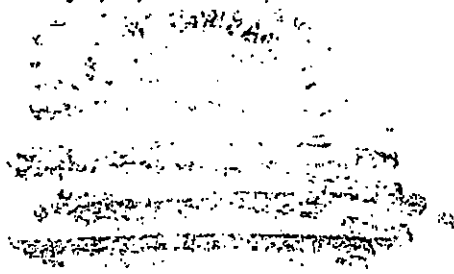
- 1. [http://www.animaladvocates.us/batWorldLawsuit/Amanda\\_Lollar\\_Bat\\_World\\_Sanctuary\\_Breeding\\_Bats.pdf](http://www.animaladvocates.us/batWorldLawsuit/Amanda_Lollar_Bat_World_Sanctuary_Breeding_Bats.pdf)
- 2. [http://www.animaladvocates.us/batWorldLawsuit/amanda\\_lollar\\_1994\\_manual\\_original.pdf](http://www.animaladvocates.us/batWorldLawsuit/amanda_lollar_1994_manual_original.pdf)
- 3. <http://www.animaladvocates.us/batWorldLawsuit/mummy.jpg>

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and she is ORDERED to immediately and permanently remove from the internet the following statements which currently appear at [http://www.animaladvocates.us/mary\\_cummins\\_sues\\_amanda\\_lollar\\_bat\\_world\\_sanctuary](http://www.animaladvocates.us/mary_cummins_sues_amanda_lollar_bat_world_sanctuary)

- 1. She's the one who handles rabid bats with her bare hands.

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and she is ORDERED to immediately and permanently remove from the internet the following statements which currently appear at <https://www.facebook.com/marycummins>:

- 1. Update: Health Dept. forced Bat World Sanctuary to leave town. In January they gutted the building, cleaned it and removed her property.



04/11/2012

2. Amanda who runs bat sanctuary just uses her bare hands. The rabid bats even bite her.

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and she is ORDERED to immediately and permanently remove from the internet the following statements which currently appear at <https://www.facebook.com/AnimalAdvocatesUSA>:

1. Update: Health Dept. forced Bat World Sanctuary to leave town. In January they gutted the building, cleaned it and removed her property.

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and she is ORDERED to immediately and permanently remove from the internet the following statements which currently appear at <https://plus.google.com/107575973456452472889>:

1. Bat World Sanctuary admits in writing they are being forced to leave the City because of all the complaints to the City and Health Dept.

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and she is ORDERED to immediately and permanently remove from the internet the following statements which currently appear at <http://twitter.com/MMMARYinLA>:

1. Bat World Sanctuary admits in writing that they are being forced to leave the City because of all the complaints to the City and Health Dept.

2. Update: Health Dept. forced Bat World Sanctuary to leave town. They gutted her building, cleaned it and removed her property.

3. Amanda Lollar commits animal cruelty at Bat World Sanctuary <http://goo.gl/fb/4v4x>

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and she is ORDERED to immediately and permanently remove from the internet the following statements which currently appear at <http://www.myspace.com/mmmmaryinla>:

1. Health Dept. forced Bat World Sanctuary to leave town. They gutted her building, cleaned it and removed her property.

2. Bat World Sanctuary admits in writing they are being forced to leave the City because of all the complaints to the City and Health Dept.

IT IS FURTHER ORDERED that Mary Cummins be permanently enjoined and prohibited from posting on the internet or publishing to any person any video recording of any episiotomy that was recorded or made at Bat World Sanctuary.

IT IS FURTHER ORDERED that the total amount of the judgment here rendered will bear interest at the rate of five percent (5%) per year from the date of this judgment until paid.

All costs of court spent or incurred in this cause are adjudged against Mary Cummins, defendant.

04/11/2017

Fr: Bailey & Galyen Attorneys To: Bat World Sanctuary and Asanda Lollar v. Mary C (18178502928)

16:04 07/11/12 EST Pg 9-9

All writs and processes for the enforcement and collection of this judgment or the costs of court may issue as necessary.

All other relief not expressly granted in this judgment is denied.

SIGNED this 27 day of August, 2012.

*William Brigham*  
JUDGE PRESIDING

04/11/2017

DECLARATION OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 1100, Los Angeles, California 90067.

On April 10, 2017 I served the document(s) described as

**ACKNOWLEDGEMENT OF ASSIGNMENT OF JUDGMENT**

on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mary Cummins  
645 W. 9<sup>th</sup> Street  
Los Angeles, CA 90015

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed on April 10, 2017, at Los Angeles, California.

  
K. KENNETH KOTLER

04/11/2017



## 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 20<sup>th</sup> 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>

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## Typos etc

1 message

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**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

6/15/22, 4:21 PM

Gmail - RE: Refund of appeal fee case 2:18-AP-01066



Mary Cummins <mmmarycummins@gmail.com>

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**RE: Refund of appeal fee case 2:18-AP-01066**

1 message

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**James Sandino** <James\_Sandino@cacb.uscourts.gov>  
To: Mary Cummins <mmmarycummins@gmail.com>  
Cc: Jose Arias <Jose\_Arias@cacb.uscourts.gov>

Mon, Jun 13, 2022 at 10:26 AM

Ms. Cummins,

Refund requests can take up to 4 weeks for a resolution. If you were approved a refund, we will contact you to get a W-9 form to add you to the payment system. If your refund is denied, we will send you a letter to the address listed on your letter.

James Sandino

Let us know how we are doing!

---

**From:** Mary Cummins <mmmarycummins@gmail.com>  
**Sent:** Monday, June 13, 2022 10:02 AM  
**To:** James Sandino <James\_Sandino@cacb.uscourts.gov>  
**Cc:** Jose Arias <Jose\_Arias@cacb.uscourts.gov>; Carmen Lujan <Carmen\_Lujan@cacd.uscourts.gov>  
**Subject:** Re: Refund of appeal fee case 2:18-AP-01066

**CAUTION - EXTERNAL:**

<https://mail.google.com/mail/u/0/?ik=4f6b0f9a7a&view=pt&search=all&permthid=thread-a%3A6373703276009314388%7Cmsg-f%3A1735541303087968003&simpl=msg-f%3A1735541303087968003...> 1/9

6/15/22, 4:21 PM

Gmail - RE: Refund of appeal fee case 2:18-AP-01066

Where can I pick up the refund money, check? My appeal payment is due this Wednesday or I lose my case by default. I've spent the last month writing the legal document. I desperately need this money.

On Thu, Jun 9, 2022 at 5:40 PM Mary Cummins <mmmarycummins@gmail.com> wrote:

I dropped it off today and had them stamp one copy received. Attached is a photo of the stamped received letter which was cc'd to all three of you. I will await your email, call or text for when I can pick up the money so I can go to the District Court and pay the filing fee for the Ninth Circuit court case. I should not have to pay for an appeal twice when the case was transferred to another court without being heard. I didn't request the transfer. Thanks.

On Thu, Jun 9, 2022 at 11:15 AM James Sandino <James\_Sandino@cacb.uscourts.gov> wrote:

Miss Cummins,

Please drop off any copies at the Intake window with your original letter. Thank you.

James Sandino

Let us know how we are doing!

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**From:** Mary Cummins <mmmarycummins@gmail.com>  
**Sent:** Thursday, June 9, 2022 11:11 AM  
**To:** James Sandino <James\_Sandino@cacb.uscourts.gov>  
**Cc:** Jose Arias <Jose\_Arias@cacb.uscourts.gov>; Carmen Lujan <Carmen\_Lujan@cacd.uscourts.gov>  
**Subject:** Re: Refund of appeal fee case 2:18-AP-01066

**CAUTION - EXTERNAL:**

I will go to the courthouse today and drop off the letter at the bankruptcy court intake window. I'll also drop one off at your office rm 1067. I have to pay the fee within a week or I lose my case by default. I will be deprived of a fair trial if I lose by default. I have a legitimate case with evidence, federal law and cited settled cases on my side. I can't do a gofundme because they take over 30 days to get the money. I have no assets or bank account. I even requested a

6/15/22, 4:21 PM

Gmail - RE: Refund of appeal fee case 2:18-AP-01066

refund of the funds in a filed notice to the court back in January 27, 2022 when I paid them because I knew the case could be transferred, see attached official notice to court, pg 2, lines 18, 19, "If the Appeal is dismissed without being heard, Defendant requests a refund of the filing fee." I'm doing everything possible to pay this fee.

On Thu, Jun 9, 2022 at 6:05 AM James Sandino <James\_Sandino@cacb.uscourts.gov> wrote:

Good morning Miss Cummins,

All staff at the bankruptcy court are Deputy Clerks. My department handles refunds, however we work in conjunction with other departments when refunds are requested. In your case, the refund process starts at the Intake Department.

The Intake Department will review your request, however if they need additional information, Mr. Arias will reach out to you. The refund process is not an overnight process: We have to comply with internal policies and procedures, as well as national policy, in order to ensure that a refund is allowable for the situation you described in your initial email.

We appreciate your understanding of the process and award your patience until your refund request is reviewed.

James Sandino

Let us know how we are doing!

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**From:** Mary Cummins <mmmarycummins@gmail.com>  
**Sent:** Wednesday, June 8, 2022 4:37 PM  
**To:** James Sandino <James\_Sandino@cacb.uscourts.gov>  
**Cc:** Jose Arias <Jose\_Arias@cacb.uscourts.gov>; Carmen Lujan <Carmen\_Lujan@cacd.uscourts.gov>  
**Subject:** Re: Refund of appeal fee case 2:18-AP-01066

**CAUTION - EXTERNAL:**

6/15/22, 4:21 PM

Gmail - RE: Refund of appeal fee case 2:18-AP-01066

Attached is the letter requested. I was told to contact you, James Sandino, because you are the clerk at the bankruptcy court. You are in charge of fees, funds and refunds. Is there a fax number where I can also fax this instead of traveling to the court to drop off a letter then waiting all day for a check? I'm legally homeless. The address on the letter is a mailbox. Thanks.

On Fri, Jun 3, 2022 at 11:31 AM James Sandino <James\_Sandino@cacb.uscourts.gov> wrote:

Miss Cummins,

You need to submit a written request to the court where you filed the document. You must include your receipt and a letter requesting for the refund and explain why you feel that you are entitled to a refund. Please send the letter to the U.S. Bankruptcy Court, Central District of California, 255 E. Temple St., Intake Section, Los Angeles, CA 90012. Or you may drop it off at the intake section should you wish to come to the court.

Please contact Jose Arias for more information.

James Sandino

Let us know how we are doing!

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**From:** Mary Cummins <mmmarycummins@gmail.com>  
**Sent:** Friday, June 3, 2022 11:15 AM  
**To:** James Sandino <James\_Sandino@cacb.uscourts.gov>; Carmen Lujan <Carmen\_Lujan@cacd.uscourts.gov>  
**Cc:** Jose Arias <Jose\_Arias@cacb.uscourts.gov>  
**Subject:** Re: Refund of appeal fee case 2:18-AP-01066

**CAUTION - EXTERNAL:**

Thank you so much for answering! Pro se bankruptcy appeal fees can only be paid by USPS money orders at the bankruptcy window. Attached is my receipt. My payment is registered on the docket, see text. The appeal was not heard but transferred to a different court. Carmen Lujan cc'd said I must get the refund from the bankruptcy court then pay the District Court for the appeal in the Ninth Circuit case # 22-55372. I have to pay before they will hear the appeal or I will lose by default. I have a week to pay. Thanks so much for your help!

6/15/22, 4:21 PM

Gmail - RE: Refund of appeal fee case 2:18-AP-01066

01/28/2022 Receipt of Appeal Filing Fee - \$293.00 by 01. Receipt Number 20244712. (admin) (Entered: 01/28/2022)  
01/28/2022 Receipt of Noticing Fee - \$5.00 by 01. Receipt Number 20244712. (admin) (Entered: 01/28/2022)

On Thu, Jun 2, 2022 at 3:31 PM James Sandino <James\_Sandino@cacb.uscourts.gov> wrote:

Hi Miss Cummings,

I can help you, but the refund process starts with where you paid for the filing. Was it paid at the window, at Intake in Los Angeles? If so, I'm copying the Intake Manager Jose Arias. The request needs to start in that department. After they review, and if it meets the criteria of a refund, then my department can start the process.

If you filed via electronic filing system (CM/ECF), then you would have paid through Pay.gov, with a credit card. The refund process will start with an email sent to the Help Desk.

In both instances, Jose Arias would be the starting point. Please let us know how you paid.

I don't really know how the Appeal process works. Please ask Mr. Arias about this as well.

James Sandino  
213-894-0999

Let us know how we are doing!

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**From:** Mary Cummins <mmmarycummins@gmail.com>  
**Sent:** Thursday, June 2, 2022 3:10 PM  
**To:** James Sandino <James\_Sandino@cacb.uscourts.gov>  
**Subject:** Refund of appeal fee case 2:18-AP-01066

6/15/22, 4:21 PM

Gmail - RE: Refund of appeal fee case 2:18-AP-01066

**CAUTION - EXTERNAL:**

I filed an appeal fee of \$298 in the above case. The payment is on the docket, see text below. The case was transferred to the Ninth Circuit then the District Court then back to the Ninth Circuit. The fee was not transferred with the case. The Clerk of the District Court Carmen\_Lujan@cacd.uscourts.gov told me in email I must request a refund from you because they can't transfer those funds to the District Court. The appeal is Ninth District case # 22-55372. Can you either transfer the funds to the District Court or give me a refund? They will not accept my appeal without the fee and I don't have any more money. I will lose my appeal if I don't get the money within the next week. Thanks.

01/28/2022 Receipt of Appeal Filing Fee - \$293.00 by 01. Receipt Number 20244712. (admin) (Entered: 01/28/2022)  
01/28/2022 Receipt of Noticing Fee - \$5.00 by 01. Receipt Number 20244712. (admin) (Entered: 01/28/2022)

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Real Estate Appraiser, Expert Witness for over 35 years

Mary Cummins  
Los Angeles, California

MaryCummins.com

[facebook.com/CumminsRealEstateServices](https://www.facebook.com/CumminsRealEstateServices)

Direct: (310) 877-4770

Se habla Español

Resume

We're a paperless office. Please, don't give us paper copies. Just email them. Thanks.

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Mary Cummins  
645 W 9th St #110140  
Los Angeles, CA 90015  
[mmmarycummins@gmail.com](mailto:mmmarycummins@gmail.com)  
310 877 4770

June 8, 2022

U.S. Bankruptcy Court  
Central District of California  
255 E. Temple St., Intake Section  
Los Angeles, CA 90012

RE: EMERGENCY! Refund of appeal fee. Appeal not heard. Case was transferred.  
Ch. 7 Case No. 2:17-bk-24993-RK  
Adv. Proc. No. 2:18-ap-01066-RK  
Appeal No. 2:18-ap-01066  
Appeal Ninth Circuit 22-55372

I paid \$298 January 28, 2022 for an appeal of an order in my Bankruptcy case Adverse Proceeding, 2:18-AP-01066. The case was transferred to the Ninth Circuit then the District Court then another court in the District Court then back to the Ninth Circuit. The case was not heard.

I have to pay a new fee to hear the case in the Circuit Court. The fee was not transferred. I paid with a USPS money order at the bankruptcy window in Los Angeles. Attached is the receipt. Below is the docket report showing the payment. January 27, 2022 I sent a Notice to Court same case 2:18-AP-01066-RK Doc # 234 pg 2, lines 18, 19, "If the Appeal is dismissed without being heard, Defendant requests a refund of the filing fee." I pre-requested a refund knowing the case could be transferred.

I have to pay the fee before they will hear the appeal or I will lose by default. I don't have any more money. I have less than a week to pay. I started this process weeks ago being referred from one person to the next to the next. I was finally told to send you a letter to get the refund. I would prefer cash because I have no bank account. I will lose 30% of any check amount in check cashing, verifying costs and fees if I have to cash a check. Please, tell me where to get my refund. Thanks.

01/28/2022 Receipt of Appeal Filing Fee - \$293.00 by 01. Receipt Number 20244712. (admin) (Entered: 01/28/2022)

01/28/2022 Receipt of Noticing Fee - \$5.00 by 01. Receipt Number 20244712. (admin) (Entered: 01/28/2022)

Sincerely,

A handwritten signature in black ink that reads "Mary Cummins". The signature is written in a cursive style with a large, prominent "M" and "C".

Mary Cummins

Cc: James Sandino, USBC Rm 1067, [James\\_Sandino@cacb.uscourts.gov](mailto:James_Sandino@cacb.uscourts.gov)

Jose Arias, USBC, [Jose\\_Arias@cacb.uscourts.gov](mailto:Jose_Arias@cacb.uscourts.gov)

Carmen Lujan, USDC, [Carmen\\_Lujan@cacd.uscourts.gov](mailto:Carmen_Lujan@cacd.uscourts.gov)

Ninth Circuit Court case #22-22572

UNITED STATES  
BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION

# 20244712 - 01

January 28, 2022  
13:14:30

Appeal-Adv  
18-01066-RK LA

Debtor.: KHTONIDI  
Judge.: R. KWAN  
Trustee: PETER J MASTAN  
Amount.: \$293.00 CH  
Check#: 27557290451

Noticing Fee  
18-01066-RK LA

Debtor.: KHIONIDI  
Judge.: R. KWAN  
Trustee: PETER J MASTAN  
Amount.: \$5.00 CH  
Check#: 27557290451

Amount Tendered:  
Total Due-> \$298.00  
Change Due-> \$0.00