1	COUNTY OI	F L	CSTATE OF CALIFORNIA OS ANGELES DISTRICT Case No. BC429217 DEFENDANT AND CROSS- COMPLAINANT'S APPENDIX NO. I OF EXHIBITS AND REQUEST FOR JUDICIAL NOTICE FILED AS PART OF THE UNVERIFIED ANSWER AND VERIFIED COMPULSARY CROSS- COMPLAINT HEREIN. Action filed: January 5, 2010 [Filed concurrently with: (1) Judicial Council of California Form MC-701 (C.C.P. §391.7; (2) Appendix No. II of Exhibits [Exhibits B-D]; (4) Appendix No. III of Exhibits [Exhibits E-J]; Unverified answer and verified cross-complaint]
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	APPENDI X OF EXHIBITS	1	

EXHIBIT 5
Les F. Martin
CSR No. 3296
Date 2000
Witness:

DECLARATION OF ROBERT J. CIPRIANO

- I, ROBERT J. CIPRIANO, do hereby declare as follows:
- 1. I am a resident of New York City, New York. I own Transact Resources International at 230 Park Avenue, Suite 1000, New York City, New York, 10169. I am 32 years of age and am married.
- 2. Between 1980 and 1985 I was a partner with New York attorney Jerome L. Spiegelman in a company called Cipriano Enterprises. From 1984 the company was located at 303-305 East 53rd Street, New York City, New York. Cipriano Enterprises was an entertainment-talent agency-management company. Mr. Spiegelman's primary occupation was practicing law. My primary occupation was running Cipriano Enterprises. I have never been an attorney.
- 3. Beginning in May 1984, Mr. Spiegelman formed a law partnership with another attorney named Graham E. Berry. Mr. Berry is from New Zealand. Mr. Spiegelman and Mr. Berry operated their law practice at 303-305 East 53rd Street, New York City. Their offices were on the second floor directly above a gay nightclub called "Rounds" which they both frequented.
 - 4. Between May 1984 and February 1985 when I left New York City for Los Angeles, California, I had numerous contacts, conversations and observations of Mr. Berry and Mr. Spiegelman. I observed both men frequently abuse cocaine and both were

EXHIBIT 2

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practicing homosexuals who admitted preferring young underage men for sexual gratification. Mr. Berry was a classic example of a "Chicken Hawk," which in street vernacular is a term for an adult male who has sexual relations with boys under the age of sixteen.

- detail, about his sexual exploits with boys under the age of sixteen. Mr. Berry told me that he would sodomize these boys and have them orally copulate his penis. Between May 1984 and February 1985 I personally observed at least 50 to 60 boys between the ages of 14 and 16 in the company of Mr. Berry at the law firm on East 53rd Street. He frequently pointed out which boy he had had sex with and would tell me all about it in detail. Mr. Berry would also frequently have these young boys perform odd jobs at the law firm, usually in exchange for cocaine which he would provide them. I observed such exchanges numerous times. Mr. Berry told me his New Zealand accent was found to be attractive by these boys.
 - even "seedier." He used to frequent the Anvil Club in Greenwich Village in New York City. Homosexual males at the club would orally copulate and sodomized each other in open view of the other patrons. Inside the club they also practiced sadistic and masochistic sex acts upon each other, including inserting their greased hand up the rectum of the other and placing their penis through a hole in the wall, commonly called a "glory hole," where an anonymous male would orally copulate it.

- 7. Mr. Berry once told me about taking a boy of twelve years of age to the Anvil Club for the purpose of introducing him to gay sex.
 - 8. In about 1984 I met a 22 year old homosexual man named David Lee who was working as a production assistant for Coast to Coast Productions in New York City. I then hired him to work for Cipriano Enterprises at our offices on East 53rd Street. Hr. Berry was living in a homosexual relationship with Hr. Lee at that time and I believe Hr. Lee subsequently introduced Hr. Berry to Hr. Spiegelman.
 - 9. I recall that immediately prior to Mr. Berry becoming a partner in the Spiegelman & Berry law firm he had just broken up his relationship and law partnership with a New York City attorney named Frank Hoffey. I also recall that Mr. Spiegelman represented Mr. Berry in a subsequent law suit that Mr. Berry brought against Mr. Hoffey. This lawsuit and the alleged injustices that Mr. Hoffey brought upon Mr. Berry were frequently discussed in the office by Mr. Berry.
 - because Mr. Berry had several clients in the entertainment, male modeling and night club scene in New York City. Mr. Berry was frequently surrounded by young attractive male models some below the age of 16 whom he used for sex. Because Mr. Spiegelman also enjoyed engaging in sexual acts with these type of young men and boys and because he wanted to also practice entertainment law, he agreed to let Mr. Barry become his partner.

RA Clar

I1. I also recall that Hr. Berry represented the owners of a night club called Studio 54 in New York City. As a result, Hr. Berry never had to pay for anything he consumed at the club. He was treated like a calebrity. Hr. Berry frequently invited Hr. Spiegelman and I to be his guests at Studio 54. We were also treated like VIPs. The patrons of Studio 54 were approximately 50% homosexual.

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I declare under the penalty of perjury that the previous statements are true and correct. Signed this <u>Sch</u> day of Hay 1994 in New York City, New York.

ROBERT J. ZIPRIANO

MOXON & KOBRIN

ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
LOS ANGELES, CALIFORNIA 90028-6329
TELEPHONE (213) 993-4435
TELECOPIER (213) 993-4436

OF COUNSEL

AVA PAQUETTE JEANNE M. GAVIGAN

August 6, 1998

30 South Avenida Caballeros
60,236
Im Springs, CA 92262

Rob,

Please find a copy of a letter and stipulation form from New Jersey counsel, loyd Levenson. As we discussed with him on the phone last week, he has made a mative agreement with the probation department that if the civil consent order is mered, they will jointly seek to vacate the warrant and probation violation against you. It is any event, the consent order was required by the sentencing and should have been mered years ago.

You need to sign these documents where indicated and send them to Levenson. I be enclosed a federal express slip for that purpose. Just take it to a local fedex office office this slip.

Hopefully this will lead to handling the existing New Jersey problems. Feel free wall Lloyd Levenson directly to discuss any of these details with him, although I of course be happy to be on the line and think that might help to expedite these. Call me if you have any questions.

Sincerely

Kendrick Moxon

C. Spasaro, CSR 2446
Date: 5-5-0

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(1) Do not sign this lesse before you read it or if it charge is included in this lesse for public liability or	contains any blan	k spaces to be fille	d in; (2) You are entitled to a completely filled in copy of this lesse; (3) for that coverage is not provided by this lesse.	Warning — Unless a
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"The Day of the Child" do

of MOXON & KOBRIN #2000 6255 SUNSET BLVD #2000 LUS ANGELES CA 90028-6329

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RC 000099

Subject: Re: Packard-Bell

Date: Fri, 18 Dec 1998 21:16:16 -0800

From: Kendrick Moxon <kmoxon@earthlink.net>
To: Robert Cipriano <icongroup@earthlink.net>

obert Cipriano wrote:

> † >Dear Rick,

just wanted to send you a really deep felt thank you for the computer system. It is so much faster and has so many more functions.

am deeply touched....

Robert

You are welcome. It is of course but a tool to realize your intentions.

C. Spasaro, CSR 2446
Date: ST - 012
Wit: Cigardon

7/12/99 1:35 PM

RC 000100

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COOPER PERSKIE APRIL NIEDELMAN WAGENHEIM & LEVENSON, P.A.

Casino Law Department

1125 Atlantic Avenue Third Floor

Atlantic City, New Jersey 08401 609/344-3161 (Telephone) 609/348-5389 (Facsimile)

Idlevenson@cooperperskie.com (E-Mail)

To: Kendrick L. Moxon, Esquire

FIRM/COMPANY: Moxon & Kobrin

FACSIMILE No.: 1/323/960-3508

FROM: Lloyd D. Levenson, Esquire

TELEPHONE: 609/344-3161

DATE: October 8, 1998

FILE No.: 47,328.01

TOTAL # OF PAGES: 2

(INCLUDING COVER PAGE)

MESSAGE: Wire transfer instructions per your request. If possible, please

reference file no. 47,328.01/Cipriano on your instructions.

Thank you.

NOTE: Original will NOT follow

CIP 0179

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE REVIEW OF THE PARTY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY TELEPHONE THE SENDER ABOVE TO ARRANGE FOR ITS RETURN, AND IT SHALL NOT CONSTITUTE WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE.

If there is a problem with this transmission, please call us as soon as possible at 809/343-7111, ext. 274

Subject: Custody Agreement Date: Wed, 06 Jan 1999 19:06:40 -0800 From: Kendrick Moxon < kmoxon@earthlink.net> To: icongroup@earthlink.net Dear Robert and Leslie,

I spoke to my custody expert friend, who reviewed the drafted agreement sent to you. She made a few changes to tighten it up and make it more ikley to pass the judge. These relate to adding a requirement that in order for either side to return to court or vacate the agreement, that ou first must go to Conciliation Court -- a free mediation service. I made a few other minor changes and fixed some typos. She thinks it will pass the court in this fashion. So please let me know if you require further changes. You need then to get Jeff's agreement and then get it o your lawyer. Here is the revised agreement:

feffrey Appel 55 S. Caballeros, # 308 Palm Springs, CA 92262 760) 416-9218

Counsel for Petitioner in pro per

Barbara Kristal **69730 Highway 111** Suite 206 Rancho Mirage, CA (760) 324-3212

Attorneys for Respondent Leslie Lamborn

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF RIVERSIDE

EFFREY APPEL,

Petitioner,

vs.

ESLIE LAMBORN,

Respondent. _}}}

H) Case No. Indio D-038246

TIPULATION OF THE PARTIES; VUDGEMENT THEREON

Petitioner, Jeffery Appel and Respondent, Leslie Lamborn, natural , (hereinafter Alexandra), having to Alexandra esolved their differences giving rise to this action, wish to stipulate 9 the following terms and resolve this matter as follows:

Ms. Lamborn shall have rights to full custodial visitation

RC 000108

7/12/99 1:49 PM

EXHIBIT 10

Christing C. Spasaro, CSR 2446

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of Alexandra on the second, third and fourth weekends of each month, commencing at or about 3:00 p.m. on Fridays of such weekends and ending at or about 4:00 p.m. each Sunday of such weekends. Ms. Lamborn shall also have a total period of four weeks of continuous visitation custody each summer, during weeks to be mutually agreed by Ms. Lamborn and Mr. Appel. In the absence of agreement, such 4 weeks shall be the first four weeks in the month of ______

The parties agree that Mr. Appel shall have the ability to alter or cancel visitation, if he believes and there is reasonable evidence that the visitation with Ms. Lamborn is detrimental to Alexandra's health, safety or welfare. However, to enforce cancellation of visitation, Mr. Appel must first meet with Ms. Lamborn and bring to her attention any matter, conduct or situation which he perceives to be detrimental, and to discuss it with Ms. Lamborn for the purpose of resolving the matter and as necessary, correcting the detrimental condition. Mr. Appel shall give Ms. Lamborn a reasonable time period in which to correct the perceived detrimental condition and only where it is clear that Ms. Lamborn has failed to correct the condition, may visitation be canceled or altered at Mr. Appel's discretion. However, the parties agree that no further action may be filed or the terms of this agreement vacated unless and until the parties have exhausted efforts to resolve any dispute in Conciliation Court or comparable mediation service.

DECISION MAKING:

Agroement

Ms. Lamborn's decisions regarding Alexandra's activities, bedtime education, homework, supervision or television and play activities and location of visitation are subject to reasonable consultation of the parties, and Mr. Appel intends and expects that Robert Cipriano will aid and supervise Ms. Lamborn's decisions in this regard.

MS. LAMBORN'S CONDUCT:

It is the intention of the parties and it is a requirement of the visitation terms of this agreement that Ms. Lamborn maintain open communication with Mr. Appel, and restrain from each of the following activities: use of non-prescription drugs; drinking of alcohol during visitation; and verbal attacks or "bad-mouthing" Mr. Appel to Alexandra. Ms. Lamborn also agrees to maintain employment or if unemployed, to maintain reasonable attempts at gaining steady employment.

MR. APPEL'S CONDUCT:

It is the intention of the parties that Mr. Appel maintain open communication with Ms. Lamborn and Mr. Cipriano regarding Alexandra's upbringing, health and welfare. Mr. Appel is to maintain financial responsibility for Alexandra, and agrees to refrain from the use of non-prescription drugs and the use of alcohol in Alexandra's presence.

OTHER ISSUES:

Although Mr. Appel remains the primary custodial parent, medical and dental insurance and expenses are to be split equally between Mr. Appel and Ms. Lamborn. It is the intention of the parties that major decisions regarding schooling, discipline and upbringing will be made jointly, consistent with open communications. Ms. Lamborn agrees to assist Mr. Appel to meet his back child support payments owed to the state, up to 50% of such payments, so long as her portion thereof is no greater than \$50/month. Ms. Lamborn agrees that Mr. Appel shall be permitted, within reason, to observe visitation of Alexandra at the Lamborn/Cipriano residence to assure that it complies with the letter and spirit of the instant agreement.

Dated: January, 1999	Jeffrey Appel
Dated: January _, 1999	Leslie Lamborn

7/12/99 1:49 PN

The foregoing agreement is so Ordered, and shall become the Judgment of Court.

ated: January ___, 1999

Superior Court Judge

RC 000110

7/12/99 1:49 PM

sibject: Re: Let's Have A Meeting

Date: Thu, 28 Jan 1999 22:13:16 -0800

rom: Kendrick Moxon <kmoxon@earthlink.net>
To: Robert Cipriano <icongroup@earthlink.net>

pert Cipriano wrote:

ello Rick,

Thursday afternoon, you are most likely on your way back from nicago...I hope it was a positive trip for you...I think that we need that a meeting tommorow to go over everything (the company, the move, house and other things) Are you available?

Robert

Part 1.2

Name: vcard.vcf

Type: text/x-vcard

Encoding: 7bit

Description: Card for Robert Cipriano

I just saw this after I sent a fax to your 310 number. I have a position first thing in the morning, which is supposed to last all your spoke to Sean just now and told him that we would be willing to you to pay for the storage if that is the only way to get out of the lise, but as you told him, do not really ant to do so. He said he wild try to handle Jackie on the indians in that event, and will call other people.

Having heard no other positive financial news on our little corporation assume no donations have come in. So call Judy tomorrow. I have given instructions to get some further operating funds to keep things that. She will arrange with you to get it to you.

So it will be hard to meet since I will be out all day and gone over weekend until Sunday afternoon, but call me or page me and I'll get rough to you somewhere.

Have Debbie put together the financial information on the debts her chusband owes, and I can go to the creditor's meeting and will arrange of the a motion to handle her situation. But I need the information there.

Talk to you soon.

C. Spasaro, CSR 2446
Date:
Wit:

7/12/99 1:51 PM.

CIP 0216