

GRAHAM E. BERRY, Bar No.128503
Attorney at Law
3384 McLaughlin Avenue
Los Angeles, California 90066-2005
Telephone: (310) 745-3771
Facsimile: (310) 745-3771
Email: grahamberry@ca.rr.com

Defendant and Cross-Complainant *pro se*

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

KENDRICK MOXON

Plaintiff,

v.

GRAHAM BERRY,

Defendants.

GRAHAM E. BERRY, an individual;

Cross-Complainant,

v.

KENDRICK L. MOXON, an individual;

Cross-Defendant.

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]

EXHIBIT 2

EXHIBIT 5
Les F. Martin
CSR No. 3286
Date: 8/2 -2000
Witness:
Cipriano

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

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.

5. Mr. Berry would routinely tell me, in graphic 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.

6. I also observed a side of Mr. Berry which I felt was 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. Mr. Berry was living in a homosexual relationship with Mr. Lee at that time and I believe Mr. Lee subsequently introduced Mr. Berry to Mr. 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.

10. Mr. Spiegelman and Mr. Berry became partners 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. Berry become his partner.

PK

11. I also recall that Mr. Berry represented the owners of a night club called Studio 54 in New York City. As a result, Mr. Berry never had to pay for anything he consumed at the club. He was treated like a celebrity. Mr. Berry frequently invited Mr. 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.

I declare under the penalty of perjury that the previous statements are true and correct. Signed this 5th day of May 1994 in New York City, New York.


ROBERT J. ZIPRIANO

EXHIBIT 3

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

Robert Cipriano
30 South Avenida Caballeros
#6, 236
Palm Springs, CA 92262

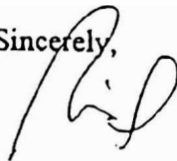
Dear Rob,

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

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

Hopefully this will lead to handling the existing New Jersey problems. Feel free to call 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 matters. Call me if you have any questions.

Sincerely,



Kendrick Moxon

Cipriano Exbl. 36
C. Spasaro, CSR 2446
Date: 8-8-98
Wit: [Signature]

44-3161

EXHIBIT 3

CIP 0125

EXHIBIT 4

ODOMETER MILEAGE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or the making of a false statement may result in fines and/or imprisonment.

I, SATURN OF THE DESERT state that the odometer now reads 11 miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING — ODOMETER DISCREPANCY

Make SATURN
 Model SL
 Body Type 4D SEDAN
 Vehicle Identification Number 168ZF5287XZ157904
 Year 1999
 Transferor's Name SATURN OF THE DESERT
 Transferor's Address 68080 PEREZ ROAD
CATHEDRAL CITY CA 922346543
 Transferor's Signature SATURN OF THE DESERT
 Date of Statement 10/06/98
 Transferee's Name KENDRICK W. HOXON
 Transferee's Address 1824 VERDUGO VISTA DR.
GLENDAL CA 91208
 Transferee's Signature [Signature]

GMAC 5033 (Rev. 4-89)
 Printed in U.S.A. 500M 4/98

TRANSFEE

RC 000227

EXHIBIT 4

159

180

1. ITEMIZATION OF GROSS CAPITALIZED COST.

Agreed upon value of the vehicle: \$12,515.00

GMAAC administrative fee: \$325.00

License/registration fee: \$75.00

Sales tax: \$75.00

Other tax (describe):

Optional service contracts: \$0.00

Total service contracts: \$0.00

Optional life insurance: \$0.00

Optional disability insurance: \$0.00

Total insurance: \$0.00

Life insurance () Lessee () Co-Lessee () Both Premium \$ N/A

Insurer Name: Address: City: State: Zip: N/A

6. CHANGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

7. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your lease monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover taxes and other amounts due besides the base monthly payment.

8. EXCESSIVE WEAR AND USE. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 50,000 miles per year at the rate of \$0.20 per mile. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$12,515.00 plus official fees and taxes.

Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater the charge is likely to be.

Total monthly payment: \$1,000.00

Monthly sales/use tax (estimated): \$75.00

Base monthly payment: \$75.00

Lease term: 36 months

Total of base monthly payments: \$3,600.00

Rent charge. The amount charged in addition to the depreciation and any amortized amounts plus the rent charge.

Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term.

Adjusted capitalized cost. The amount used in calculating your base monthly payment.

Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.

Gross capitalized cost. The agreed upon value of the vehicle (\$12,515.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance).

Net trade-in allowance: \$0.00

Rebate and noncash credits: \$0.00

Amount to be paid in cash: \$0.00

Total: \$12,515.00

Itemization of Amount Due at Lease Signing or Delivery

Amount Due at Lease Signing or Delivery: \$1,000.00

Monthly Payments: \$75.00

The total of your monthly payments is \$75.00.

Due on the 1st of each month.

Followed by 35 payments of \$75.00.

Disposition fee (if you do not purchase the vehicle): \$0.00

Other Charges (not part of your monthly payment): \$0.00

Total: \$1,000.00

Total of Payments: \$1,000.00

(The amount you will have paid by the end of the lease.)

FEDERAL CONSUMER LEASING ACT DISCLOSURES

THE VEHICLE YOU ARE LEASING

Year: 1994 Make & Model: Saturn SL

Body Style: 4-Door Hatchback

Mileage: 0

Primary Use: Personal, Family or Household () Business or Agricultural ()

Dealer Installed Options:

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. "We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

LESSOR (R)

SATURN OF INC. SECRET

6000 PINE ST. FORD

CARROLL CITY, CA 92231

The greater you end the lease, the greater the charge is likely to be. 20 miles per year at the rate of \$ 20 per mile. plus official fees and taxes. If additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default

1. ITEMIZATION OF GROSS CAPITALIZED COST.

Agreed upon value of the vehicle \$ 12,515.00
GMAC administrative fee \$ 25.00
License/registration/title fees \$ N/A
Sales tax \$ N/A
Other tax (describe) \$ N/A
Optional service contracts \$ N/A
Total service contracts \$ N/A
Optional life insurance \$ N/A
Optional disability insurance \$ N/A
Total insurance \$ N/A
Gross Capitalized Cost \$ 12,540.00

2. THE VEHICLE YOU ARE TRADING.

(year) (make) (model)
Gross trade-in value \$ N/A
Payoff \$ N/A
Net trade-in value \$ N/A

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may charge you monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE \$ 1,000.00
Title fees \$ N/A
License fees \$ N/A
Sales/use taxes (including tax on capitalized cost reduction) \$ N/A
Excise taxes \$ N/A
Personal property taxes \$ N/A
Other (describe) \$ N/A

4. LATE CHARGE. If you do not pay a monthly payment in full within 30 days after it is due, you will pay a late charge of \$4.

5. EXCESS MILEAGE CHARGE. The total allowed mileage on the odometer at lease end is:
Starting odometer mileage 0 miles
Base mileage allowance 10,000 miles
Purchased extra miles 0 miles
Total allowed mileage 10,000 miles.

You are paying \$ 20 for extra miles. At scheduled lease end, we will credit you with \$ 20 per mile for each unused extra mile you purchased. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

The excess mileage charge is \$ 20 per mile for each mile beyond 10,000 miles. If the lease ends early, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle leases. Therefore, you cannot later cancel this lease simply because you change your mind, decided the vehicle costs too much, or wish you had acquired a different vehicle. You may cancel this lease only with the agreement of the lessor or for legal cause, such as fraud.

THIS IS THE ENTIRE AGREEMENT. This lease contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the terms of this lease must be in writing and signed by you and us. No oral changes are binding. We may delay or refrain from enforcing any of our rights under this lease without losing them. Lessee (and Co-Lessee) Initials

(1) Do not sign this lease before you read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning - Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

YOU SIGNED AND RECEIVED A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AT

CATHEDRAL CITY, CA 92234-513

ON OCTOBER 6, 1998

LESSEE: BY: CO-LESSEE:

LESSOR: BY:

EXHIBIT 5


4/22/99 14:45;

7004105887 -> GALERIE/LASSEN/PALMS SPRINGS; Page 2

4/22/1999 14:40 7604165887

DMA

PAGE 02

INSURANCE SERVICES		4637	49	 MERCURY INSURANCE COMPANY AUTOMOBILE POLICY DECLARATIONS IMPORTANT COVERAGE EXCLUSION APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER. It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.
POLICY NUMBER	FROM 12-01 AM	TO 12-01 AM		
004229527	10/07/1998	04/07/1999		
PERSONS INSURED				
ROBERT J CIPRIANO				
ROBERT J CIPRIANO				
DICK MOXON				

55 S PALM CANYON DR #A25
PALM SPRINGS CA 92262

VEHICLE DESCRIPTION	SERIAL NUMBER	KEY OR VALUE	NEW USED	PURCHASE DATE	HP C.D.
MATURN SL SDN 4DR	1G8ZF6287XZ157904	12600	N	10/1998	

SEE PAYEE'S EPL ADDITIONAL INTERESTS (AL, LOSS PAYEE AND ADDITIONAL INTERESTS EAL GARAGE ADDRESS (GAI) AND REGISTERED OWNER (RO) OTHER THAN THOSE LISTED ABOVE.
 COLTRUST VAULT TRUST 7TH FL EXEC PLAZA IV C/O PDP SRV HUNT VALLEY MD 21031

COPIED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY A SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH IS STATED BELOW SUBJECT TO ALL THE TERMS OF THE POLICY.

PAGES	LIMITS OF LIABILITY	PREMIUMS	SPECIAL EQUIPMENT
LIABILITY	\$ 100,000 EACH PERSON \$ 300,000 EACH ACCIDENT	CAR 1 237	ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.
LIABILITY	\$ 100,000 EACH ACCIDENT	18	
PROPERTY	\$ 15,000 EACH PERSON \$ 30,000 EACH ACCIDENT	4	
PROPERTY	MAXIMUM	20	
PROPERTY	\$ 5000 <input checked="" type="checkbox"/> EXCESS WITH REIMBURSEMENT <input type="checkbox"/> NO EXCESS NO REIMBURSEMENT	69	
PROPERTY	DEDUCTIBLE CAR 1 \$ 500 CAR \$ CAR \$	126	
PROPERTY	DEDUCTIBLE CAR 1 \$ 500 CAR \$ CAR \$	6	
PROPERTY	\$ 70 EACH DISABLEMENT	21	
PROPERTY	\$ 30 PER DAY 30 DAYS		
PROPERTY	DEDUCTIBLE PER CLAIM (SEE RCPO PREMIUM BELOW)	PREMIUMS PER CAR	
ATTACHED TO THE POLICY		488	
		RCPO PREMIUM	POLICY FEE
			TOTAL PREMIUM 489

IMPORTANT INFORMATION

4/30/1999

This Policy declarations page replaces all declarations with the same or prior

ended

INSURED'S ADDRESS

has resulted in no additional premium.

ing amount is due as previously billed.

placing your business with Mercury Insurance Group.

RC 000232

PL	ED	SPL	OD	CAR	USE	RAO	FIN	PER	FLD	QAP	CD	MULTI	DOB	EA	OD	REST	AL	AT
00	00	0	N	G DM	363	BU	5	0	0				1961	0	Y	1	0	2

UND CO. EXHIBIT E IT DUE \$.00

DUE DATE:

162

Received: 4/22/99 14:46;

7604165887 -> GALERIE/LASSEN ALM/SPRINGS; Page 3

4/22/1999 14:40 7604165887

DMA

PAGE 83

PRODUCER
DMA INSURANCE SERVICES 4537 49



**MERCURY INSURANCE COMPANY
AUTOMOBILE POLICY DECLARATION
IMPORTANT COVERAGE EXCLUSION**

POLICY NUMBER: 404228627
FROM 12-01 AM TO 12-01 AM
04/07/1999 10/07/1999

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER. It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

PERSONS INSURED

ROBERT J CIPRIANO
ROBERT J CIPRIANO
DENDRICK MOXON

280 S CABALLEROS #236
PALM SPRINGS CA 82262

YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCHASE DATE	H.P. C.I.D.
1999	SATURN SL SON 40R	1G8ZF5287XZ167904	12500	N	10/1998	

LOSS PAYEE (PL ADDITIONAL INTERESTS (AL LOSS PAYEE AND ADDITIONAL INTERESTS (AL SAVING ADDRESS (SAI AND REGISTERED OWNER (RO) OTHER THAN THOSE LISTED ABOVE.
COLTRUST VAULTTRUST 717 FL EXEC PLAZA IV C/O PDP SRV HUNT VALLEY MD 21031

INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY A SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH COVERAGE IS STATED BELOW SUBJECT TO ALL THE TERMS OF THE POLICY. THE LIMIT OF LIABILITY FOR COMPREHENSIVE AND COLLISION COVERAGE SHALL NOT EXCEED THE "COST" SHOWN ABOVE.

COVERAGES	LIMITS OF LIABILITY	PREMIUMS	SPECIAL EQUIPMENT
BODILY LIABILITY	\$ 100,000 EACH PERSON \$ 300,000 EACH ACCIDENT	CAR 1 263	ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.
PROPERTY DAMAGE LIABILITY	\$ 100,000 EACH ACCIDENT	15	
UNINSURED MOTORISTS	\$ 15,000 EACH PERSON \$ 30,000 EACH ACCIDENT		
UNDERINSURED MOTORISTS	\$ MAXIMUM		
PROPERTY DAMAGE LIABILITY			
DEDUCTIBLE WAIVER	\$ 5000 EXCESS WITH NO REIMBURSEMENT	29	
COMPREHENSIVE	DEDUCTIBLE CAR 1 \$ 500 CAR \$	66	
COLLISION	DEDUCTIBLE CAR 1 \$ 500 CAR \$	135	
LABOR	\$ 70 EACH DISABLEMENT	6	
THEFT	\$ 30 PER DAY 30 DAYS	21	
PHYSICAL DAMAGE	DEDUCTIBLE PER CLAIM (SEE RCPO PREMIUM BELOW)		
MENTS ATTACHED TO THE POLICY		632	
9/1997		RCPO PREMIUM	POLICY FEE
			TOTAL PREMIUM 532

IMPORTANT INFORMATION

VE 04/07/1999
Automobile insurance expires and coverage ceases at 12:01 AM on 04/07/1999.
Under this policy will become effective provided the premium is paid as
indicated on the enclosed NOTICE OF PREMIUM DUE.

SELECT ANY ONE OF THE PAY PLANS SHOWN BELOW.

PAYMENT AMT	FEE	DUE DATE	NEXT PAYMENT	FEE	DUE DATE
\$532.00	NONE	04/06/1999			
\$266.00	\$5.00	04/06/1999	\$266.00	\$5.00	06/19/1999
\$177.34	\$5.00	04/06/1999	\$177.33	\$5.00	05/20/1999

VIOL. CODE VIOL. DATE VIOL. CODE VIOL. DATE VIOL. CODE VIOL. DATE
1651A 09/22/1998

RC 000233

RAT	PRN	PTS	EO	SPL	GO	CAR TYPE	MC	RT	SYM	CLASS	USE	RAD	FIN	PERG	FLG	GRP	CD	MULTI	DOB	BR	GO	REST	AA	AT
DRV	DRV		PTS	RAT	STD			BND					RES					POL		CNO	DRV		BAK	DEV
	1	00	01	0	N	GDM	N	69	05	363	BU	5	0	0					1961	0	Y	1	0	2
			</																					

DATE: 4/22/1999 UNO. CODE: AAKS AMOUNT DUE: \$271.00 DUE DATE: 04/06/1999

PRODUCED COPY

Transfer Date: 03/11/1999

EXHIBIT 6

Receipt Date 7/28/98 No. 03979

RECEIVED FROM Molon & Kolbrin \$ 1060⁰⁰

FOR RENT One Thousand Sixty & no/100 DOLLARS

FOR 1st Month's rent, Sec Dep & gate gwi

FROM July 28 50440/432 TO August 28, 1998

ACCOUNT		<input type="checkbox"/> cash
PAYMENT	<u>1060.00</u> X	<input type="checkbox"/> check
BALANCE DUE		<input type="checkbox"/> money order

Palm Springs Rental Agency
Marcy Zachary TC2701

Receipt Date 7/28/98 No. 03980

RECEIVED FROM Robert Cipriano \$ 14⁰⁰

FOR RENT Fourteen Dollars & no/100 DOLLARS

FOR Credit Check for Kendrick Moser

FROM TO Palm Springs

ACCOUNT		<input checked="" type="checkbox"/> cash
PAYMENT	<u>14 00</u>	<input type="checkbox"/> check
BALANCE DUE		<input type="checkbox"/> money order

Palm Springs Rental Agency
Marcy Zachary TC2701

RC 000082

EXHIBIT 6

Cipriano Exbl. 16
O. Spasaro, CSR 2446
Date: 8-8-98
Wit: [Signature]

EXHIBIT 7

012274

122077

WELLS FARGO BANK

I. M CHAIT GALLERY

9330 CIVIC CENTER DRIVE
BEVERLY HILLS, CA 90210
(310) 285-0182 FAX: (310) 285-9740



AMOUNT
1000.00

CHECK

12274

DATE

11/20/93

ONE THOUSAND AND NO/100 DOLLARS

"The Day of the Child" etc

PAY
TO THE
ORDER
OF

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

AUTHORIZED SIGNATURE

⑈012274⑈ ⑆122000247⑆0219 553088⑈

Cyprus Exbt. 19
C. Spasaro, CSR 2446
Date: 8-5-00
Wit: Cyprus

RC 000099

EXHIBIT 7

164

EXHIBIT 8

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>

Robert Cipriano wrote:

> Dear Rick,

> I 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.

> I am deeply touched....

> Robert

Robert,

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

Cipriano Exbt. 23
C. Spasaro, CSR 2446
Date: 8-28-00
Wit: Cipriano

7/12/99 1:35 PM

RC 000100

EXHIBIT 8

23

165

(THU) 10. 8 '98 20. /ST. 20:43/P 420022...

**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)

ldlevenson@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

....

CONFIDENTIALITY NOTICE

CIP 0179

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 609/343-7111, exL 274

EXHIBIT 9

Page 2

EXHIBIT 10

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 I sent to you. She made a few changes to tighten it up and make it more likely 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 you 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 to your lawyer. Here is the revised agreement:

Jeffrey Appel
255 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 92270
(760) 324-3212

Attorneys for Respondent
Leslie Lamborn

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

JEFFREY APPEL,

Petitioner,

vs.

LESLIE LAMBORN,

Respondent.

Case No. Indio D-038246

STIPULATION OF THE PARTIES;
JUDGEMENT THEREON

Petitioner, Jeffery Appel and Respondent, Leslie Lamborn, natural to Alexandra _____, (hereinafter Alexandra), having resolved their differences giving rise to this action, wish to stipulate to the following terms and resolve this matter as follows:
VISITATION: Ms. Lamborn shall have rights to full custodial visitation

RC 000108

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Copied Exbl 31
C. Spasaro, CSR 2446
Date: 8-8-00
Wit: Copied

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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:

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

Agreement

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

Dated: January __, 1999

Superior Court Judge

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EXHIBIT 11

Subject: Re: Let's Have A Meeting
Date: Thu, 28 Jan 1999 22:13:16 -0800
From: Kendrick Moxon <kmoxon@earthlink.net>
To: Robert Cipriano <icongroup@earthlink.net>

Robert Cipriano wrote:

Hello Rick,

This Thursday afternoon, you are most likely on your way back from Chicago...I hope it was a positive trip for you...I think that we need to have a meeting tomorrow to go over everything (the company, the move, the 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 proposition first thing in the morning, which is supposed to last all day. I spoke to Sean just now and told him that we would be willing to pay for the storage if that is the only way to get out of the base, but as you told him, do not really want to do so. He said he would 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 afloat. 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 the weekend until Sunday afternoon, but call me or page me and I'll get through to you somewhere.

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

Talk to you soon.

Cipriano Exbt. 32
C. Spasaro, CSR 2446
Date: 1-8-00
Wit: Cipriano

7/12/99 1:51 PM

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