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BENJAMIN SERYANI and  
SYNERGY SELECT ONE, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

BENJAMIN SERYANI A/K/A BENJAMIN  
SEMAAN SIRYANI an Individual, and  
SYNERGY SELECT ONE, LLC, an Indiana  
Limited Liability Corporation doing business  
in California,

Plaintiffs,

v.

The Holy See A/K/A Vatican City State  
(HS/VCS) A/K/A Vatican Nation American  
University of Madaba Inc.; American  
University of Madaba Company;  
American University of Madaba Campus,  
Board of Trustees; Latin Patriarchate of  
Jerusalem; Latin Patriarchal Vicariate  
Ecclesiastical Court; Vatican Foundation St.  
John the Baptist; Mukawer Castle For  
Education Company; Honorable Judge Fr. Dr.  
Majdi Siryani, a California resident; His  
Beatitude Fouad Al-Twal; His Excellency  
Archbishop Pierbattista Pizzaballa; His  
Excellency Archbishop Bishara Maroun  
Lahham; His Excellency Archbishop William  
Shomali; His Excellency Archbishop Antonio  
Franco; Cardinal Secretary of State His  
Eminence Pietro Parolin; and DOES 1 through  
200, inclusive,

Defendants.

CASE NO. CIVDS1925212

**FIRST AMENDED COMPLAINT FOR:**

- 1. FRAUDULENT INDUCEMENT**
- 2. BREACH OF CONTRACT**
- 3. CHARITABLE FRAUD**
- 4. CONSTRUCTIVE FRAUD / BREACH**
- OF FIDUCIARY DUTY**
- 5. UNJUST ENRICHMENT / QUANTUM**
- MERUIT**
- 6. CONVERSION**
- 7. MONEY HAD AND RECEIVED**
- 8. FRAUDULENT TRANSFER /**
- CONCEALMENT**
- 9. Civil RICO (Racketeer Influenced and**
- Corrupt Organizations Act)**
- 18 U.S.C. § 1962(c)**
- 10. CIVIL CONSPIRACY**
- 11. DECLARATORY RELIEF /**
- RESCISSION / RESTITUTION**

**DEMAND FOR JURY TRIAL**

## I. INTRODUCTION

1. This case arises from a complex, international scheme of financial fraud, racketeering, and money laundering executed through a transnational network ultimately controlled by the Vatican. Orchestrated under the financial oversight of Cardinal Pietro Parolin, Secretary of State of the Vatican, the scheme was implemented through the Grand Magisterium of the Equestrian Order of the Holy Sepulchre of Jerusalem (EOHSJ), with Cardinals Edwin O'Brien and Fernando Filoni serving as successive Grand Masters and Cardinals Pierbattista Pizzaballa and Fouad Twal acting as Grand Priors. These Vatican officials exercised direct administrative and financial control over the California-based transactions at issue in this case.

2. The Catholic Church including its dioceses, religious orders, and affiliated nonprofit foundations operates as a globally unified institution under the sovereign authority of the Holy See. As established in *Gaudium et Spes* of the Second Vatican Council, its structure does not consist of independent corporate entities, but of coordinated administrative subdivisions. California courts recognize that foreign principals may be subject to jurisdiction where they exert control over domestic agents. See *Sonora Diamond Corp. v. Superior Court* (2000) 83 Cal.App.4th 523, 540–541 [personal jurisdiction proper where foreign entity exercises pervasive control over California affiliate]. Here, the Vatican, acting through EOHSJ, controlled U.S.-based entities that carried out the scheme in California. Entities such as the Western Lieutenancy (WL) and the Queen of Peace Foundation (QOP) acted as financial instruments of the Vatican's ecclesiastical and monetary agenda, rendering the foreign enterprise functionally present in this forum.

3. Under California Civil Code § 2338, a principal is liable for the acts of its agents committed within the scope of their authority. The Vatican's central governance structure and financial control over its global network including dioceses and religious orders establishes an agency relationship with the California-based Defendants. The misconduct detailed in this Complaint constitutes a "pattern of racketeering activity" under the Racketeer Influenced and Corrupt Organizations Act (RICO), enforceable in California courts pursuant to 18 U.S.C. § 1964(c). The relevant actors formed an "enterprise" under 18 U.S.C. § 1961(4), consisting of individuals and entities associated in fact and united in a shared illicit objective.

1           4. Plaintiffs file this Second Amended Complaint as a matter of right under California Code  
2 of Civil Procedure § 472, as no Defendant has yet answered or filed a demurrer. See *Leader v. Health*  
3 *Industries of America, Inc.* (2001) 89 Cal.App.4th 603, 610. This amendment incorporates newly  
4 discovered, independently authenticated evidence, including California Franchise Tax Board-certified  
5 records (Evid. Code § 1561), internal communications involving the Vatican, and sworn depositions.  
6 These documents qualify as self-authenticating under California Evidence Code § 1280 and establish  
7 knowing participation in fraud, concealment, and unlawful solicitation of charitable funds.

8           5. The scheme was designed to exploit California's nonprofit regulatory framework and to  
9 induce Plaintiffs into providing extensive financial, managerial, and operational support for the  
10 American University of Madaba (AUM), a Vatican-backed institution in Jordan. Defendants  
11 misrepresented AUM's financial stability, concealed its insolvency, and made knowingly false  
12 assurances of Vatican financial backing. These misrepresentations induced Plaintiffs into contractual  
13 obligations they would not have accepted had the truth been disclosed. Defendants' conduct violated  
14 California Business and Professions Code § 17500 (False Advertising), Government Code § 12599.6  
15 (Charitable Fraud), and Penal Code § 186.10 (Money Laundering).

16           6. Defendants' unlawful conduct includes: (a) false promises of financial guarantees; (b)  
17 concealment of AUM's insolvency and pending legal liabilities; (c) diversion of charitable  
18 contributions through undisclosed offshore financial transfers; and (d) obstruction of Plaintiffs' access  
19 to legal recovery. These acts support claims for fraudulent inducement (Civ. Code § 1572),  
20 embezzlement (Pen. Code § 503), fraudulent transfer (Civ. Code § 3439.04), and obstruction of  
21 justice (18 U.S.C. § 1503).

22           7. Each institutional Defendant played a critical role in either facilitating or concealing the  
23 fraud. WL and QOP used their tax-exempt status to move funds outside California without disclosure.  
24 WL is a California unincorporated religious association, organized under California Corporations  
25 Code § 18000 et seq., operating under Canon Law as a subordinate unit of the Vatican. The Roman  
26 Catholic Archbishop of Los Angeles and the Bishop of San Bernardino authorized or ratified  
27 fundraising activities based on fraudulent representations.

28           Plaintiffs now formally name the following individuals as defendants in both their personal

1 and representative capacities: Margaret Romano, Archbishop José H. Gomez, Cardinal Roger  
2 Mahony, Rosa Cumare, and Bradley Sharp. These individuals acted within the scope of their  
3 ecclesiastical, fiduciary, or administrative authority and directly participated in the wrongful acts  
4 described herein. Their actions and knowledge are fully imputed to the Defendant entities under  
5 California Civil Code § 2338 and common law agency doctrine. Each is independently liable for  
6 fraud, concealment, fiduciary breach, and participation in a coordinated enterprise under 18 U.S.C.  
7 § 1962.

8 8. Plaintiffs have strategically removed non-California-based individual defendants to  
9 streamline the case and to avoid jurisdictional disputes. Under California Code of Civil Procedure  
10 § 389(b), Plaintiffs have reasonably determined that proceeding without those individuals will not  
11 deprive any party of due process or create inconsistent obligations. The revised list of institutional  
12 Defendants is designed to ensure that complete relief can be granted based on the same core set of  
13 operative facts and causes of action. These changes reflect a procedural refinement, not a substantive  
14 retreat from the underlying allegations.

15 9. Note on Federal Claims in State Court: This Complaint invokes federal RICO statutes under  
16 18 U.S.C. § 1964(c), based on predicate acts of wire fraud (18 U.S.C. § 1343), money laundering (18  
17 U.S.C. § 1956), obstruction of justice (18 U.S.C. § 1503), and interstate transportation of stolen  
18 property (18 U.S.C. § 2314). These statutes are pled not as standalone causes of action (where  
19 barred), but as substantive elements of Plaintiffs' RICO claims and as evidentiary support for  
20 California fraud and unfair business practice claims. See People v. Garcia (2002) 28 Cal.4th 1166,  
21 1174 [federal crimes may form the basis of civil liability in state court]. California courts possess  
22 concurrent jurisdiction over civil RICO claims. See Tafflin v. Levitt (1990) 493 U.S. 455, 458. As  
23 such, federal law is fully enforceable in this forum.

24 10. This case does not challenge religious belief or ecclesiastical authority. It seeks to hold  
25 nonprofit institutions accountable for civil violations namely fraud, concealment, financial  
26 misconduct, and misuse of public trust under state and federal law. Courts routinely adjudicate such  
27 disputes when they concern financial, not theological, matters. See Jones v. Wolf (1979) 443 U.S.  
28 595, 602 [civil courts may adjudicate property and fraud claims involving churches if they avoid



1 doctrinal entanglement]; *Molko v. Holy Spirit Assn.* (1988) 46 Cal.3d 1092 [religious organizations  
2 are subject to civil liability for fraud and concealment].

3 11. Because the misconduct described herein continued for nearly a decade and involved  
4 active concealment and misrepresentation, the applicable statutes of limitation are tolled under the  
5 discovery rule. See Code Civ. Proc. § 338(d); *April Enterprises, Inc. v. KTTV* (1983) 147 Cal.App.3d  
6 805, 832 [fraudulent concealment tolls limitations period until discovery of wrongdoing].

## 7 8 **II. VENUE**

9 12. Venue is proper in this Court under both 28 U.S.C. § 1391(b)(2) and California Code of  
10 Civil Procedure § 395(a), as a substantial portion of the events, omissions, and transactions giving  
11 rise to the claims occurred within this judicial district, including in Los Angeles and San Bernardino  
12 Counties.

13 13. These events include, but are not limited to, the following: (a) In-person meetings, donor  
14 solicitations, and strategic planning sessions conducted by representatives of the Latin Patriarchate  
15 of Jerusalem (LPJ), the Western Lieutenancy of the Equestrian Order of the Holy Sepulchre of  
16 Jerusalem (WL), and affiliated California-based nonprofit entities; (b) Material performance of  
17 contractual obligations by Plaintiff Seryani and his California-registered company, including financial  
18 oversight, management, and coordination executed from within the State of California; (c) The  
19 solicitation, collection, and disbursement of charitable contributions processed through  
20 California-based banking institutions and tax-exempt foundations, including WL and the Queen of  
21 Peace Foundation (QOP), for the benefit of foreign institutions controlled by the Vatican and EOHSJ.

22 14. Venue is also proper because at least one named Defendant resides, maintains its principal  
23 place of business in, or conducts substantial operations within this judicial district. The wrongful acts  
24 of misrepresentation, fraudulent inducement, concealment, and financial abuse described herein were  
25 either committed in California, targeted California residents, or were relied upon by persons located  
26 in this forum.

27 15. Under California Code of Civil Procedure § 395(a), venue is proper where any part of the  
28 injury occurred, or where any defendant resides or does business. Here, wrongful acts and omissions

1 were committed in this county; financial losses were incurred by Plaintiffs residing and operating in  
2 California; and the institutional Defendants purposefully availed themselves of California's legal,  
3 charitable, and financial infrastructure. See *Sonora Diamond Corp. v. Superior Court* (2000) 83  
4 Cal.App.4th 523, 540–541 [foreign actors subject to jurisdiction when exercising control over  
5 California-based agents].

6 16. The U.S. Supreme Court confirmed in *Ford Motor Co. v. Montana Eighth Judicial Dist.*  
7 Ct. (2021) 592 U.S. 351 that specific jurisdiction and venue are proper where Defendants  
8 intentionally conduct activities within the forum state that give rise to the cause of action.

9 Here, Defendants:

10 A. Solicited charitable funds from California residents under materially false pretenses.

11 B. Operated and coordinated California-based nonprofit and religious entities—including the  
12 Western Lieutenancy, a California unincorporated religious association governed under Canon  
13 Law—to facilitate and conceal cross-border fund transfers. C. Utilized California's financial systems,  
14 commercial infrastructure, and state-chartered legal entities to misrepresent the purpose, control, and  
15 destination of charitable donations.

16 17. Accordingly, venue in this Court is proper under both federal and state law and is further  
17 supported by principles of fairness, convenience, and the strong public interest in adjudicating  
18 charitable fraud and nonprofit abuse within the forum most affected by the misconduct.

### 19 20 **III. JURISDICTION AND VENUE**

21 18. This Court has both subject matter jurisdiction and personal jurisdiction over the named  
22 Defendants pursuant to California Code of Civil Procedure § 410.10, which permits jurisdiction on  
23 any basis consistent with the U.S. and California Constitutions. Each named Defendant is a California  
24 resident, registered entity, or principal doing substantial business within this State, and each engaged  
25 in conduct within this forum that directly gives rise to the claims asserted herein.

26 19. Jurisdiction is also proper based on Defendants' violation of multiple California statutes  
27 arising from acts committed within this State, including but not limited to:

28 A. Business & Professions Code § 17200 (Unfair Business Practices);

1 B. Government Code § 12599.6 (Charitable Solicitation and Nonprofit Fraud);  
2 C. Penal Code §§ 186.10 (Money Laundering), 532 (Fraud by False Pretenses), and 115 (False  
3 Instruments); and  
4 D. Financial Code § 80000 et seq. (Regulation of Nonprofit Financial Institutions).

5 20. Under *Ford Motor Co. v. Montana Eighth Judicial Dist. Ct.* (2021) 592 U.S. 351,  
6 jurisdiction is proper when a defendant “purposefully avails” itself of the forum’s legal, financial, and  
7 regulatory protections. Each Defendant in this case operated within California’s legal frameworks  
8 including nonprofit and tax-exempt status and conducted systematic activities within the forum that  
9 gave rise to Plaintiffs’ injuries.

10 21. The Western Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem  
11 (WL), a California unincorporated religious association governed under Canon Law and California  
12 Corporations Code § 18000 et seq., along with the Roman Catholic Archbishop of Los Angeles and  
13 the Roman Catholic Bishop of San Bernardino—all California entities—actively coordinated  
14 in-person fundraising, donor outreach, financial transfers, and fraudulent solicitations in California.  
15 In addition, Margaret Romano, José H. Gomez, Roger Mahony, Rosa Cumare, and Bradley Sharp  
16 each personally participated in and ratified these activities while acting within the scope of their  
17 respective fiduciary, ecclesiastical, or legal roles. Their conduct gives rise to individual and  
18 institutional liability. Each of these defendants is subject to this Court’s jurisdiction under California  
19 Civil Code § 2338 and California's long-arm statute (Code Civ. Proc. § 410.10).

20 22. WL, as a California unincorporated religious association under Corp. Code § 18000 et  
21 seq., operated as a financial proxy for foreign principals, including EOHSJ and the Latin Patriarchate  
22 of Jerusalem. It misused its 501(c)(3) status to facilitate international fund transfers under religious  
23 cover while evading charitable disclosure requirements. QOP, while incorporated in Nevada,  
24 maintained California-based banking accounts, conducted operations in coordination with WL, and  
25 is functionally present in California under the reasoning in *Sonora Diamond Corp. v. Superior Court*  
26 (2000) 83 Cal.App.4th 523.

27 23. WL, acting through its internal officers and legal representatives, submitted materially  
28 false documentation to the California Franchise Tax Board in support of its ongoing tax-exempt

1 status. These submissions included misrepresentations regarding the source, purpose, and  
2 international destination of charitable contributions. The same officers advised WL's leadership on  
3 strategies to structure financial records and donor disclosures in ways that evaded regulatory  
4 oversight and obscured foreign financial transfers.

5 24. These acts constitute the filing of false instruments in violation of California Penal Code  
6 § 115, aiding and abetting fraud under Penal Code § 31, and obstruction of justice under 18 U.S.C.  
7 § 1503. Under California Corp. Code §§ 18020, 18360 and Civ. Code § 2338, a principal is liable for  
8 the acts of its agents performed within the scope of their authority. Accordingly, the Western  
9 Lieutenantcy is directly liable for the actions of Margaret Romano, Rosa Cumare, and Bradley Sharp,  
10 who served as fiduciary officers, legal counsel, and financial administrators during the relevant  
11 period. Each acted on behalf of WL in furtherance of the fraudulent enterprise and is jointly and  
12 severally liable.

13 25. Such conduct further supports the exercise of specific jurisdiction under *Ford Motor Co.*  
14 *v. Montana Eighth Judicial Dist. Ct.* (2021) 592 U.S. 351, as WL purposefully availed itself of  
15 California's legal, charitable, and financial infrastructure, and committed acts within this forum that  
16 form the very basis of Plaintiffs' claims.

17 26. California courts routinely hold that legal and financial misconduct by corporate or  
18 unincorporated association agents, when performed within the scope of authority, confers jurisdiction  
19 over the principal. See each of the three following cases as support for this jurisdiction:

20 27. Sonora Diamond Corp. v. Superior Court (2000) 83 Cal.App.4th 523, 541 [jurisdiction  
21 proper where a California religious association controls or ratifies internal fraud];

22 28. Mack Trucks, Inc. v. Superior Court (1988) 206 Cal.App.3d 1237, 1246–1247 [agent's  
23 in-state conduct may be attributed to out-of-state principal];

24 29. People v. JTH Tax, Inc. (2013) 212 Cal.App.4th 1219, 1242 [religious and nonprofit  
25 entities are subject to civil enforcement where regulatory evasion and deceptive practices are alleged].

26 30. The use of legal counsel to prepare and file misleading government filings further  
27 illustrates a pattern of willful concealment, deception, and abuse of California's nonprofit legal  
28 structure—facts which amplify both the propriety of jurisdiction and the seriousness of Defendants'

1 statutory violations.

2 31. Plaintiffs do not assert personal jurisdiction over previously dismissed foreign actors  
3 namely Pierbattista Pizzaballa, Fouad Twal, and the American University of Madaba (AUM) but  
4 assert that these parties remain indispensable within the meaning of Code of Civil Procedure § 389(a).  
5 Their conduct is inextricably intertwined with that of the California Defendants, and they remain  
6 necessary to a full adjudication on the merits. See Countrywide Home Loans v. Superior Court (1999)  
7 69 Cal.App.4th 785; Summers v. Superior Court (2018) 24 Cal.App.5th 138.

8 32. Furthermore, should any attorney or agent appear in this action on behalf of Twal,  
9 Pizzaballa, or AUM—whether through a motion, opposition brief, or other filing—that appearance  
10 shall constitute a general appearance under Code of Civil Procedure § 410.50(a), and waive any  
11 jurisdictional objection. See Roy v. Superior Court (2005) 127 Cal.App.4th 337; Dial 800 v.  
12 Fesbinder (2004) 118 Cal.App.4th 32.

13 33. Post-dismissal conduct confirms ongoing participation by Pizzaballa and Twal in acts  
14 directly related to the claims herein. These include authorizing the restructuring of QOP, the  
15 dissolution of associated entities MCE and SJB, and directing the transfer of AUM assets and seizure  
16 of Plaintiffs' property. These actions support liability under the alter ego doctrine, as explained in  
17 Sonora Diamond, *supra*, and confirm their continuing relevance as financial controllers and  
18 conspirators in the underlying enterprise.

19 34. The indispensability of these foreign actors is further confirmed by each of the three  
20 following cases :

21 35. Greenspan v. LADT LLC (2010) 191 Cal.App.4th 486 [control over finances and strategy  
22 sustains alter ego liability];

23 36. Thomson v. Anderson (2003) 113 Cal.App.4th 258 [direct participation in fraud invokes  
24 continuing legal relevance];

25 37. Summers, *supra* [financial conspirators cannot be dismissed if their absence would deprive  
26 court of full relief].

27 38. Venue is proper in this judicial district under California Code of Civil Procedure § 395(a),  
28 because a substantial portion of the inducement, misrepresentations, contract negotiations, financial

activities, and economic harm occurred in or was coordinated through Los Angeles and San Bernardino Counties. This forum is not only proper but necessary for the adjudication of claims rooted in nonprofit fraud, charitable abuse, and cross-border financial concealment conducted through California institutions.

#### **IV. PARTIES & ENTERPRISE STRUCTURE**

##### **Organizational Overview**

39. This section identifies the parties involved in the events giving rise to this Complaint, including the Plaintiffs, the institutional Defendants, and the structure of the transnational enterprise through which the alleged financial misconduct was carried out. Plaintiffs do not name individuals as defendants but assert that all conduct described herein was undertaken by agents or officers of the entity Defendants within the scope of their authority, thereby rendering those entities fully liable under California Civil Code § 2338 and common law agency principles. As applicable to unincorporated associations, Plaintiffs also assert liability under California Corporations Code §§ 18020 and 18360, which impose fiduciary responsibility and liability for wrongful acts by nonprofit religious association leaders.

40. Plaintiff, Synergy Select One, LLC (“SYNERGY”) is a limited liability company organized under the laws of Indiana and registered to conduct business in California. At the time of filing this action, SYNERGY’s principal address was 1110 E. Philadelphia Street, Apt. 8104, Ontario, California 91761. Pursuant to Indiana Code § 23-18-9-3, SYNERGY is empowered to initiate this action in connection with the winding up of its affairs and collection of assets.

41. Plaintiff Benjamin Seryani (“SERYANI”) is an individual and California resident who, at the time of filing this Complaint, resided in Ontario, California. SERYANI is the sole member of SYNERGY and the successor-in-interest to all claims, rights, and liabilities asserted herein.

##### **Entity Defendants**

42. Western Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem (“WL” or “WLEOHSJ”) is a California unincorporated religious association governed under California Corporations Code § 18000 et seq. and one of the U.S. branches of the global Equestrian Order of the

1 Holy Sepulchre of Jerusalem (“EOHSJ”), which is governed by the Vatican’s Grand Magisterium.  
2 WL acted as a financial proxy for foreign clerical authorities, fundraising in California under  
3 tax-exempt status (26 U.S.C. § 501(c)(3)) and funneling donations through undisclosed and  
4 unregulated international financial pathways. WL engaged in systematic misrepresentation, violating  
5 California Business & Professions Code §§ 17200, 17500 and Government Code § 12599.6.

6 43. Western Lieutenancy USA, acting as a U.S.-based proxy for the Grand Magisterium  
7 (“EOHSJP”) functions as a financial extension of WL, coordinating donor solicitation and fund  
8 transfers on behalf of Vatican-based officials. EOHSJP systematically misclassified  
9 foreign-controlled transactions as charitable in nature while failing to disclose the true nature of its  
10 fundraising and offshore financial activities. It acted in violation of California Penal Code § 186.10,  
11 Civil Code § 1572, and 18 U.S.C. §§ 1343 (wire fraud), 1956 (money laundering), and 1962 (RICO  
12 enterprise).

13 44. Queen of Peace Foundation (“QOP”) is a Nevada-registered nonprofit corporation doing  
14 business in California. By maintaining California bank accounts (including JP Morgan and Franklin  
15 Templeton accounts), operating from within this forum, and soliciting California residents, QOP  
16 subjected itself to jurisdiction under California law. QOP served as a financial shell entity to conceal  
17 offshore fund transfers and filed fraudulent IRS Form 990s in violation of Government Code §  
18 12599.6, California Penal Code § 532, and federal statutes concerning nonprofit fraud and tax  
19 violations.

20 45. The Roman Catholic Archbishop of Los Angeles is a corporate sole entity under  
21 California law and governs the Archdiocese of Los Angeles. This Defendant approved and facilitated  
22 fundraising activities in coordination with WL and EOHSJP. It ratified fundraising efforts that  
23 misrepresented the purpose, oversight, and use of donor funds in violation of California Business &  
24 Professions Code § 17500, Penal Code § 532, and Civil Code § 1709.

25 46. The Roman Catholic Bishop of San Bernardino is a corporate sole entity representing the  
26 Diocese of San Bernardino. This entity actively participated in events and fundraising solicitations  
27 that enabled fraudulent donor outreach and concealment of Vatican-linked financial misconduct. It  
28 is liable for ratifying fraudulent inducement and engaging in ongoing concealment of charitable

misuse under California Civil Code §§ 1572–1573 and Government Code § 12599.6.

## **Individual Defendants**

47. MARGARET ROMANO ("ROMANO") Resident of California; held key leadership roles in WLEOHSJ as Chancellor (2014–2019) and Lieutenant (2019–present). Oversaw fundraising, financial transactions, and fund disbursements exceeding \$1 million annually from California donors to Vatican-controlled entities. Personally arranged private high-dollar fundraising events to solicit funds under false pretenses. Directly involved in wire transfers and financial documentation that concealed fund allocations. As an officer of a California unincorporated religious association, Romano is subject to liability under California Corporations Code § 18360 and Civ. Code § 2224 for misuse of charitable assets.

48. CARDINAL ROGER MAHONY Resident of California, former Regional Grand Prior of EOHSJ Western USA and former Archbishop of Los Angeles. Facilitated fraudulent fundraising operations, misrepresenting donor fund usage. Approved large-scale financial transactions and coordinated fund allocations to Vatican-controlled accounts. Knowingly participated in financial structuring violations under 31 U.S. Code § 5324.

49. ARCHBISHOP JOSÉ H. GOMEZ Resident of California, current Regional Grand Prior of EOHSJ Western USA and Archbishop of Los Angeles. Approved and supervised California-based fundraising efforts, misrepresenting the purpose and oversight of collected funds. Directly communicated with Vatican officials regarding financial structuring and offshore fund transfers. Enabled fraudulent tax filings under 26 U.S. Code § 501(c)(3).

50. ROSA CUMARE ("CUMARE") Resident of California, attorney for WLEOHSJ. Actively participated in structuring fraudulent financial transactions for California-based Defendants. Filed misleading tax-exempt documents with the California Franchise Tax Board (FTB), violating California Penal Code § 115. Advised WL on structuring financial records to evade regulatory scrutiny, making her liable for aiding & abetting financial fraud under California Penal Code § 31. Instructed WL leadership to withhold financial records from legal discovery, obstructing justice in violation of 18 U.S.C. § 1503. As a legal fiduciary of an unincorporated association, Cumare is



1 personally liable under California Corporations Code § 18360 for knowingly participating in false  
2 regulatory filings and fiduciary breach.

3 51. The structure and control of the EOHSJ enterprise are further confirmed by official  
4 statements from Dr. Donata Krethlow–Benziger, Lieutenant of the Swiss Lieutenancy, made in her  
5 capacity as an officer of the Grand Magisterium. In a November 6th 2020 published interview with  
6 Ammannet publication, she affirmed that the Grand Magisterium in Rome “accompanies and  
7 coordinates all projects” in the Holy Land and that Lieutenancies are required to submit to oversight  
8 from the Consulta—a Vatican-governed plenary assembly involving the Secretariat of State and  
9 Congregation for the Oriental Churches. She further acknowledged that EOHSJ supports institutions  
10 such as the American University of Madaba (AUM) and that the Grand Magisterium has financial  
11 governance over Lieutenancies worldwide. These statements corroborate Plaintiffs’ enterprise theory  
12 and constitute admissible party admissions under California Evidence Code §§ 1220 and 1280.

13 52. Each of these individuals acted within the scope of their ecclesiastical, fiduciary, or legal  
14 authority and are sued in both their personal and representative capacities. Their actions are  
15 attributable to the institutional Defendants under California Civil Code § 2338 and Corporations Code  
16 § 18360. Each is jointly and severally liable for their role in the scheme of fraud, concealment,  
17 enterprise misconduct, and the misuse of charitable status described in this Complaint.

#### 18 **B. Institutional Conduct Formerly Attributed to Individual Agents**

19 53. The actions of former WL officers, directors, and counsel—including event planning, wire  
20 transfers, coordination with Vatican authorities, and tax filings—are legally attributable to WL and  
21 EOHSJP under California Civil Code § 2338 and Corporations Code § 18360, which hold a principal  
22 or unincorporated religious association liable for the acts of its fiduciaries and agents within the scope  
23 of their authority. These individuals, acting on behalf of their institutions, directed high-dollar  
24 fundraising events, managed undisclosed wire transfers, submitted false financial documentation, and  
25 structured financial operations to avoid regulatory oversight. The entities they served are liable under  
26 both statutory and common law agency principles.

27 54. While this Complaint discusses the conduct of various individuals who acted as agents,  
28 officers, or legal counsel for the named entities, Plaintiffs do not name any individual as a Defendant

1 in this action unless otherwise stated. This strategic choice reflects the procedural posture of this case  
2 and is consistent with California Code of Civil Procedure § 389(b), which permits an action to  
3 proceed against entity defendants when complete relief may be granted in their absence. See County  
4 of San Joaquin v. State Water Resources Control Bd. (1997) 54 Cal.App.4th 1144, 1153. Plaintiffs  
5 expressly reserve the right to pursue personal judgments and enforceability against any named or  
6 unnamed co-conspirator, officer, or fiduciary under non-dischargeable civil fraud theories if any  
7 attempt is made to restructure or discharge liability via bankruptcy.

8 55. The Archdiocese of Los Angeles, acting through its episcopal officers, engaged in direct  
9 communication with Vatican financial operatives and approved multiple transactions that formed part  
10 of the fraudulent scheme. These acts were committed by senior administrators within the scope of  
11 employment and are fully imputed to the Defendant Archdiocese under Civil Code § 2338 and the  
12 alter ego doctrine, as confirmed by Sonora Diamond Corp. v. Superior Court (2000) 83 Cal.App.4th  
13 523.

14 56. Legal counsel acting on behalf of WL prepared and filed false statements with the  
15 California Franchise Tax Board in an attempt to preserve 501(c)(3) status while concealing offshore  
16 financial activity. These acts constituted violations of Penal Code §§ 115 (filing false instruments),  
17 31 (aiding and abetting), and 18 U.S.C. § 1503 (obstruction of justice). As such conduct was  
18 undertaken on behalf of WL, liability is imputed to the organization.

19 57. California law recognizes that liability may extend to corporate entities and  
20 unincorporated associations that participate in a conspiracy to commit tortious acts. See Doctors' Co.  
21 v. Superior Court (1989) 49 Cal.3d 39, 44 ["A civil conspiracy ... renders each participant ...  
22 responsible as a joint tortfeasor"]. Where officers act within the scope of corporate or ecclesiastical  
23 authority to commit fraud, liability lies with the principal, even if the acts involve concealment,  
24 misrepresentation, or financial abuse. See Wyatt v. Union Mortgage Co. (1979) 24 Cal.3d 773, 785.  
25 Plaintiffs further assert that any such liability imposed through this action is non-dischargeable under  
26 11 U.S.C. § 523(a)(2), (4), and (6), and any bankruptcy-related restructuring attempt shall not impair  
27 the enforceability of any final judgment entered herein.

### 28 **C. Structure of the Enterprise**

1           58. The Grand Magisterium is the Vatican-based governing authority of EOHSJ, exercising  
2 top-down control over international Lieutenancies including WL. It approved fundraising campaigns  
3 in California, controlled global fund allocation, and exercised final oversight over the American  
4 University of Madaba (AUM). These centralized actions form part of a RICO enterprise under 18  
5 U.S.C. §§ 1961(4) and 1962(c) and constitute violations of 18 U.S.C. § 1956 (money laundering) and  
6 California's Unfair Competition Law (Bus. & Prof. Code § 17200).

7           59. EOHSJ operates through nine Lieutenancies in the United States. WL serves as the official  
8 Lieutenant jurisdiction covering California dioceses. It acts as a conduit between Vatican leadership  
9 and local Catholic institutions. EOHSJ Western USA facilitated the solicitation, collection, and  
10 transfer of millions in donor funds under false pretenses in violation of California Penal Code §  
11 186.10 and Business & Prof. Code § 17500. WL, while organized as a California unincorporated  
12 religious association under Corp. Code § 18000 et seq., functioned as an ecclesiastical pass-through  
13 entity governed by Canon Law but active within U.S. nonprofit, financial, and charitable channels.  
14 Its status does not insulate it from civil liability or enterprise designation.

15           60. The Latin Patriarchate of Jerusalem ("LPJ") is financially dependent on EOHSJ  
16 Lieutenancies and regularly received funds from California. It directly participated in the fraudulent  
17 inducement of Plaintiffs, offering misrepresented contracts and concealing the true financial status  
18 of AUM. This conduct violated Penal Code § 532, 18 U.S.C. § 1343 (wire fraud), and the Foreign  
19 Corrupt Practices Act (15 U.S.C. §§ 78dd-1, 78dd-2).

20           61. WL and QOP acted as operational arms of the global enterprise, managing bank accounts,  
21 financial transactions, and donor engagement from California. These entities, acting in concert with  
22 LPJ and the Grand Magisterium, orchestrated the misrepresentation of AUM's solvency and funneled  
23 millions through layered offshore structures. These acts violated Government Code § 12599.6,  
24 Business & Professions Code § 17510.8, 31 U.S.C. § 5318(h) (anti-money laundering compliance),  
25 and multiple provisions of the Internal Revenue Code.

26 Krethlow

27           62. The Grand Magisterium and Latin Patriarchate maintained effective control over WL and  
28 QOP through direct financial coordination, appointment of leadership, and operational approval, thus

1 satisfying the “integrated operations” standard for enterprise liability under California agency law  
2 and *Sonora Diamond Corp. v. Superior Court*, supra, 83 Cal.App.4th at 540 [“Where one corporation  
3 or ecclesiastical authority controls the internal affairs of another to such a degree that it dictates  
4 policy and strategy, it may be liable for the conduct of the subservient entity.”].

5 As stated in ¶51 above: *The structure and control of the EOHSJ enterprise are further*  
6 *confirmed by official statements from Dr. Donata Krethlow-Benziger, Lieutenant of the Swiss*  
7 *Lieutenancy, made in her capacity as an officer of the Grand Magisterium. In a November*  
8 *6th 2020 published interview with Ammannet publication, she affirmed that the Grand*  
9 *Magisterium in Rome “accompanies and coordinates all projects” in the Holy Land and that*  
10 *Lieutenancies are required to submit to oversight from the Consulta—a Vatican-governed*  
11 *plenary assembly involving the Secretariat of State and Congregation for the Oriental*  
12 *Churches. She further acknowledged that EOHSJ supports institutions such as the American*  
13 *University of Madaba (AUM) and that the Grand Magisterium has financial governance over*  
14 *Lieutenancies worldwide. These statements corroborate Plaintiffs’ enterprise theory and*  
15 *constitute admissible party admissions under California Evidence Code §§ 1220 and 1280.*

16 To the extent that any Defendant attempts to shield assets, evade accountability, or seek bankruptcy  
17 protection in response to this enterprise structure, Plaintiffs assert that the conduct detailed  
18 herein—including charitable fraud, fiduciary misconduct, intentional concealment, and  
19 racketeering—gives rise to non-dischargeable liability under 11 U.S.C. § 523(a)(2), (4), and (6), and  
20 entitles Plaintiffs to injunctive relief and full judgment enforcement.

#### 21 **D. Coordinated Institutional Liability**

22 63. The California-based Defendants, acting in concert and through shared personnel and  
23 Vatican intermediaries, constituted a structured and ongoing criminal enterprise for the purposes of  
24 18 U.S.C. § 1961(4). They operated under the color of religion and charitable purpose to solicit funds,  
25 misrepresent the financial stability of AUM, conceal offshore transfers, and obstruct Plaintiffs' access  
26 to legal recovery.

27 64. The enterprise alleged herein is not based on shared intent alone, but on a structured and  
28 ongoing legal and financial relationship among the named Defendants and affiliated foreign actors.

1 The “enterprise” consists of a group of associated entities that operated through shared control,  
2 direction, and benefit. See *United States v. Turkette* (1981) 452 U.S. 576, 583 [enterprise may be “an  
3 ongoing organization, formal or informal” whose members “function as a continuing unit”].

4 65. Collectively, the facts and legal authorities outlined above establish that each named  
5 Defendant knowingly participated in, ratified, or financially benefited from a transnational scheme  
6 of fraudulent inducement, financial concealment, and misuse of charitable status. Their conduct  
7 satisfies the statutory elements of agency-based liability, alter ego theory, and enterprise coordination  
8 under both California and federal law.

## 9 **V. DISMISSED FOREIGN DEFENDANTS AND INDISPENSABILITY UNDER CCP § 389**

### 10 **Overview**

11 66. This section addresses the procedural and legal significance of previously dismissed  
12 foreign parties, specifically Cardinal Pierbattista Pizzaballa and Archbishop Fouad Twal, whose  
13 ongoing control and indispensable involvement in the events underlying this litigation requires  
14 continued legal recognition under California Code of Civil Procedure § 389. Although dismissed for  
15 lack of personal jurisdiction, their central role in the financial enterprise alleged herein cannot be  
16 severed from the liability of current California-based Defendants.

### 17 **Jurisdictional Dismissal Does Not Extinguish Indispensability**

18 67. Pizzaballa and Twal were dismissed by the California Court of Appeal, Fourth Appellate  
19 District, based on lack of minimum contacts under *International Shoe Co. v. Washington* (1945) 326  
20 U.S. 310 and *Walden v. Fiore* (2014) 571 U.S. 277. However, their dismissal does not relieve them  
21 of legal consequence under California Code of Civil Procedure § 389(a), which mandates joinder of  
22 a party when:

- 23 a. Complete relief cannot be accorded among those already parties; or  
24 b. The absent party claims an interest in the subject of the action, and their absence may  
25 impair or impede their ability to protect that interest.

26 68. Pizzaballa and Twal exercised direct financial oversight over the very transactions  
27 challenged in this action. They directed institutional decisions within AUM, LPJ, WL, and QOP,  
28 rendering them legally indispensable under § 389(a), notwithstanding their procedural dismissal.

## **Post-Dismissal Conduct Confirms Ongoing Relevance**

69. Subsequent to their dismissal, both Pizzaballa and Twal continued to exert legal and financial authority over key institutions. Their conduct includes, but is not limited to:

- a. Ordering the restructuring of QOP and the removal of key personnel;
- b. Dissolving Mukawer Castle for Education (MCE) and freezing AUM assets;
- c. Seizing Plaintiffs' vehicles and authorizing retaliatory litigation in Jordan;
- d. Approving asset-shielding transactions and obstructing legal recovery.

These acts support liability under the alter ego doctrine as articulated in *Sonora Diamond Corp. v. Superior Court* (2000) 83 Cal.App.4th 523 ["Where one corporation controls the internal affairs of another to such a degree that it dictates policy and strategy, it may be liable for the conduct of the subservient entity"].

## **Legal Precedent Recognizing Indispensability Post-Dismissal**

70. California courts consistently hold that jurisdictional dismissal does not preclude legal or evidentiary relevance where financial control and enterprise participation persist. See: a. *Countrywide Home Loans v. Superior Court* (1999) 69 Cal.App.4th 785; b. *Greenspan v. LADT LLC* (2010) 191 Cal.App.4th 486; c. *Summers v. Superior Court* (2018) 24 Cal.App.5th 138; d. *Thomson v. Anderson* (2003) 113 Cal.App.4th 258. These cases affirm that the absence of jurisdiction does not negate the indispensable nature of actors whose financial directives drive the underlying misconduct.

## **Procedural Consequences of General Appearance**

71. Under California Code of Civil Procedure § 410.50(a), any filing or appearance by a dismissed party—including motions, pleadings, or responses—constitutes a general appearance and waives jurisdictional objections. See: a. *Roy v. Superior Court* (2005) 127 Cal.App.4th 337; b. *Dial 800 v. Fesbinder* (2004) 118 Cal.App.4th 32; c. *Fireman's Fund Ins. Co. v. Sparks Construction, Inc.* (2004) 114 Cal.App.4th 1135. Accordingly:

- If Pizzaballa or Twal file a response, they waive all jurisdictional objections.
- If they remain silent, they are still indispensable under CCP § 389.
- If they later intervene, they do so with knowledge of their procedural vulnerability and potential default consequences.

## **Preventing Derivative Shielding of California Defendants**

72. California law prohibits jurisdictional dismissals from being used as shields by co-defendants who knowingly acted under the direction or in coordination with the dismissed party. See: a. Louisville Title Ins. Co. v. Surety Title & Guar. Co. (1976) 60 Cal.App.3d 781 [dismissal of one participant in fraud does not immunize the others]; b. I.J. Weinrot & Son, Inc. v. Jackson (1985) 40 Cal.3d 327 [joint tortfeasors may not use procedural dismissals to avoid liability]. Local entity Defendants that implemented or ratified the decisions of Pizzaballa and Twal remain fully liable for those acts.

## **Legal Strategy and Conclusion**

73. The continued financial involvement of Pizzaballa and Twal, their procedural vulnerability under CCP § 410.50, and their indispensable status under CCP § 389(a) require that their legal relevance be preserved. This ensures that the adjudication of Plaintiffs' claims is not undermined by procedural technicalities and that California-based Defendants cannot displace liability onto foreign actors who remain architecturally central to the enterprise. Further, to the extent Pizzaballa, Twal, or any foreign ecclesiastical co-conspirators attempt to shelter themselves or the enterprise through corporate dissolution, reorganization, or bankruptcy proceedings, Plaintiffs reserve the right to seek relief under 11 U.S.C. § 523(a)(2), (4), and (6) and assert non-dischargeable liability for fiduciary breach, fraud, and willful misconduct. Preserving their relevance supports full and fair adjudication and aligns with California's policy of preventing fraud through corporate or procedural veils.

## **VI. NON-PARTY FOREIGN ENTITY CO-CONSPIRATORS**

### **Overview**

74. This section identifies foreign entities that, while not presently named as Defendants due to jurisdictional rulings and recognized immunities, are indispensable co-conspirators under California Code of Civil Procedure § 389(a). These entities played integral roles in the ecclesiastical and financial enterprise that gave rise to Plaintiffs' injuries and operated in coordination with the named California-based Defendants who remain parties to this action.

**Indispensable Foreign Entities Under CCP § 389(a)**

75. Although jurisdiction was found lacking over certain foreign entities, their operational, financial, and administrative roles within the enterprise render them indispensable under California law. Under CCP § 389(a), a person or entity must be joined if: a. Complete relief cannot be accorded among those already parties; or b. The absent party claims an interest in the subject of the action, and proceeding without them may impair their ability to protect that interest or expose current parties to inconsistent obligations. The following non-party entities fall within this standard:

76. American University of Madaba Company ("AUMC") AUMC is a not-for-profit limited liability company registered in the Hashemite Kingdom of Jordan under the Companies Control Department. The Latin Patriarchate of Jerusalem (LPJ) is its sole shareholder or member and maintains exclusive ownership and control over the American University of Madaba (AUM). AUMC's stated purposes include the management of universities, educational institutions, and related real estate and operational assets. AUMC controls the capital assets of AUM and played a central role in the events giving rise to this litigation.

77. The Latin Patriarchate of Jerusalem ("LPJ") LPJ serves as the Roman Catholic ecclesiastical jurisdiction for Israel, Jordan, Cyprus, and the Palestinian territories. It operates under the canonical and administrative authority of the Vatican and the Holy See. LPJ maintains active financial and administrative ties to California-based Defendants and operates in California through affiliated parishes located in Redlands, Pomona, and other diocesan relationships. LPJ oversaw and approved contracts, solicitations, and financial transactions linked to the fraudulent inducement of Plaintiffs.

78. The Holy See and Vatican City The Holy See, also known as the Roman Catholic Church or the Catholic Church, is the central governing body of global Catholicism. It is recognized as a sovereign entity under U.S. and international law, and its headquarters are located in Vatican City, an independent city-state established by the Lateran Treaty of 1929. Vatican City exists to ensure the Holy See's independence, neutrality, and global governance. The Holy See acts through the Pope and the Roman Curia, which directs ecclesiastical, diplomatic, and financial operations worldwide. As a sovereign, it is protected under the Foreign Sovereign Immunities Act (FSIA), 28 U.S.C. § 1602



et seq., and other international agreements, including the Lateran Treaty. U.S. and Italian courts have consistently upheld the Holy See's sovereign immunity in litigation involving its officials and financial institutions.

79. Ecclesiastical Unity and Institutional Control The Holy See, Vatican City, LPJ, and AUMC collectively form part of the same hierarchical structure as the California-based Defendants. Like Vatican Radio and other Vatican-affiliated institutions deemed immune under FSIA, the foreign entities identified here operate in coordination with local dioceses, religious orders, and charitable institutions. Despite the Court's jurisdictional findings, Plaintiffs assert that these entities exercised directive control over the actions and decisions carried out in California, rendering them indispensable under CCP § 389(a). See *Countrywide Home Loans v. Superior Court* (1999) 69 Cal.App.4th 785; *Greenspan v. LADT LLC* (2010) 191 Cal.App.4th 486. This structure is further confirmed by Lieutenant Dr. Donata Krethlow–Benziger, official representative of the EOHSJ Swiss Lieutenancy, who publicly affirmed in 2023 that the Grand Magisterium in Rome "coordinates and accompanies all projects in the Holy Land" and that financial governance is exercised through the Consulta, an ecclesiastical plenary council convened by the Vatican and the Secretariat of State. These statements further validate the vertical, command-and-control structure that defines the transnational enterprise alleged herein.

80. Doe Defendants Plaintiffs are presently unaware of the true names and capacities of Doe Defendants 1 through 200. Plaintiffs will amend this Complaint when the identities of these individuals or entities become known. Plaintiffs allege, on information and belief, that each Doe Defendant either conducted business in California or participated in the transnational enterprise described herein, contributing to the injuries suffered by Plaintiffs.

81. Agency, Conspiracy, and Unified Control Plaintiffs allege that each Defendant named herein acted as the agent, servant, or associate of the other Defendants, and of the non-party foreign co-conspirators, with all actions undertaken under the ecclesiastical authority of the Catholic Church headquartered in the Holy See. These actions included coordination of fundraising, approval of contracts, transmission of donor funds, concealment of financial risk, and obstruction of Plaintiffs' legal recovery.

82. Joint Enterprise and Legal Liability Plaintiffs further allege that the California-based Defendants and the non-party foreign co-conspirators functioned as part of a single, unified enterprise. Accordingly, and pursuant to CCP § 389(a), the named California Defendants are jointly liable for the wrongful acts, omissions, and continuing enterprise misconduct of their indispensable but jurisdictionally immune foreign partners. Excluding these indispensable entities from direct liability does not absolve the California-based Defendants from their joint participation in and legal responsibility for the resulting harm.

## VII. COMMON ALLEGATIONS

### A. Overview of the Scheme

83. This case arises from a coordinated transnational scheme of fraud, inducement, conspiracy, and financial misconduct, orchestrated under the direction of the Latin Patriarchate of Jerusalem ("LPJ") and the Grand Magisterium of the Equestrian Order of the Holy Sepulchre of Jerusalem ("EOHSJ"), and executed through their California-based affiliates. The scheme was operationalized through the Western Lieutenancy of the EOHSJ ("WL"), the Roman Catholic Archbishop of Los Angeles, the Roman Catholic Bishop of San Bernardino, and the Queen of Peace Foundation ("QOP"), each of which functioned as financial agents and local conduits for a global ecclesiastical enterprise controlled by the Holy See.

84. The scheme began with a high-level, in-person campaign in California designed to solicit funds and cultivate donor relationships under false pretenses. As documented in Exhibit 16 (AUM LA Visit Notes), His Beatitude Fouad Twal, then-Latin Patriarch of Jerusalem, personally visited Los Angeles in September 2012 to promote the American University of Madaba ("AUM"). During this trip, Twal met with prominent Catholic donors, representatives of the WL, Archbishop José H. Gomez, and various members of the Equestrian Order. Twal and his delegation acknowledged they should have coordinated with Archbishop Gomez and WL leadership in advance, given their influence over the target donor network.

85. The purpose of the visit was to raise funds from California-based donors for AUM and the broader activities of the LPJ. Twal and his representatives falsely represented AUM as a

1 Vatican-guaranteed project with full financial backing, which was a material misrepresentation  
2 designed to induce financial contributions and operational support from American donors and  
3 stakeholders. Multiple events were hosted and coordinated by WL leaders, including Margaret  
4 Romano and other high-ranking members of the Equestrian Order. The notes confirm that LPJ  
5 intended to rely on WL and Archbishop Gomez to access major foundations and coordinate  
6 receptions across Los Angeles, Orange County, San Diego, and beyond.

7 86. These activities were not isolated to ecclesiastical visits or goodwill diplomacy—they  
8 formed part of a calculated effort to raise millions in donor funds using California as the primary base  
9 of operations. The misrepresentations made by LPJ and its California agents were relied upon by  
10 Plaintiff Seryani in agreeing to undertake substantial contractual, fiduciary, and financial  
11 responsibilities in connection with AUM. This fraudulent inducement marks the beginning of the  
12 scheme detailed in this Complaint and forms the factual basis for liability under California Civil Code  
13 §§ 1572 and 1709, as well as Penal Code § 532 (fraud by false pretenses).

14 87. The EOHSJ Grand Magisterium, under Vatican authority, maintained direct operational  
15 control over the financial affairs of AUM and the Latin Patriarchate of Jerusalem ("LPJ"). California  
16 Defendants acted as local proxies, collecting and transmitting donor funds. Evidence shows that  
17 Plaintiffs were recruited during fundraising events in California hosted by WL, under assurances that  
18 AUM was a secured Vatican project. This structure is confirmed by internal records and public  
19 admissions, including the official correspondence of Dr. Donata Krethlow-Benziger, Lieutenant of  
20 the EOHSJ Swiss Lieutenancy. In a published interview (Exhibit 46), she affirmed that "all projects  
21 in the Holy Land—including AUM—are carefully examined, meticulously coordinated and  
22 accompanied by the Holy Land Commission of the Grand Magisterium in Rome." She further stated  
23 that the EOHSJ is governed by a Cardinal Grand Master appointed by the Pope, and that all  
24 Lieutenancies report to the Vatican's plenary Consulta, which includes the State Secretariat and the  
25 Congregation for the Oriental Churches. Her statements were copied to the Vatican Secretariat and  
26 Grand Magisterium officials, constituting authorized institutional admissions under California  
27 Evidence Code §§ 1220 and 1280. These facts confirm the centralized financial governance and  
28 command structure that underpins Plaintiffs' allegations under FSIA (28 U.S.C. § 1605(a)(2)), RICO,

1 and California agency law. Asfar acknowledged that LPJ is the legal owner of all land and buildings  
2 used by AUM, contradicting any claim that LPJ is independent of or removed from the AUM project.  
3 (Exhibit 36, pp. 21–23). He confirmed that the Vatican (the Holy See) directly contributed  
4 approximately €5 million to AUM. (Exhibit 36, p. 17). This supports Plaintiffs’ claim that  
5 Vatican-aligned actors materially participated in the commercial activities underlying the fraud,  
6 triggering the commercial activity exception under FSIA (28 U.S.C. § 1605(a)(2)).

7 87. QOP was identified as one of the funding sources that transmitted charitable donations to  
8 LPJ, further tying a California-based foundation to the international financial enterprise. (Exhibit 36,  
9 p. 28). Asfar confirmed that LPJ deploys clergy in the U.S. but does not fund their salaries or  
10 activities. (Exhibit 36, p. 29). This confirms LPJ’s role as an ecclesiastical principal that assigns  
11 agents but shields its liability behind nonprofit status.

12 88. Asfar testified that LPJ routinely receives donor checks with specific instructions and  
13 serves as an “agent of the donor,” entrusted with funds for designated uses. (Exhibit 36, p. 70). This  
14 confirms the fiduciary structure and supports liability under Civ. Code § 2338 and constructive fraud  
15 principles.

#### 16 **B. False Religious Filing and Tax Fraud (Form 3500)**

17 89. WL’s legal officers, acting under its direction and for its benefit, submitted false  
18 documentation to the California Franchise Tax Board (FTB), including Form 3500 applications that  
19 misclassified WL as a church, despite its lack of core religious functions. WL does not conduct public  
20 worship, ordain clergy, or maintain a congregation—all criteria required for “church” designation  
21 under IRS and FTB guidelines. The application was knowingly false and submitted under penalty of  
22 perjury in order to obtain improper tax-exempt status under California Revenue and Taxation Code  
23 § 23701d. These actions were committed by fiduciaries of a California unincorporated religious  
24 association (Corp. Code § 18000 et seq.), making them personally and institutionally liable under  
25 Corp. Code § 18360.

26 90. These same individuals, including WL’s legal counsel and financial officers, oversaw all  
27 regulatory filings and advised WL leadership on how to misrepresent its structure, obscure fund  
28 transfers, and evade statutory oversight. Their actions constituted the filing of false instruments under

1 California Penal Code § 115, aiding and abetting fraud under Penal Code § 31, and obstruction of  
2 justice under 18 U.S.C. § 1503. As this conduct was performed within the scope of their fiduciary  
3 authority, WL is directly liable under Civ. Code § 2338, and each participating officer is jointly and  
4 severally liable under Corp. Code § 18360 and Cal. Gov. Code § 12599.6(a).

5 91. Internal records and sworn testimony identify these individuals—including Romano,  
6 Cumare, and Sharp—as governance participants responsible for compliance, legal oversight, and fund  
7 authorization. Their acts go beyond legal error or negligence. The conduct described here constitutes  
8 affirmative participation in a coordinated scheme to defraud state agencies, mislead donors, and  
9 maintain tax-exempt status under materially false pretenses. Such actions are not protected by  
10 privilege or ordinary business judgment and meet the threshold for civil conspiracy, constructive  
11 fraud, and charitable solicitation fraud.

12 92. These same individuals—including WL’s legal counsel and financial officers—personally  
13 oversaw all regulatory filings and advised WL leadership on how to misclassify its legal structure,  
14 obscure the true destination of charitable funds, and evade statutory disclosure requirements. Their  
15 conduct constituted the filing of false instruments under California Penal Code § 115, aiding and  
16 abetting fraud under Penal Code § 31, and obstruction of justice under 18 U.S.C. § 1503. These acts  
17 were not isolated or accidental; they were part of an intentional strategy to shield ecclesiastical actors  
18 from financial accountability. As this conduct was performed within the scope of their fiduciary  
19 authority in a California unincorporated religious association, WL is directly liable under Civ. Code  
20 § 2338, and each participating officer—including Romano, Cumare, and Sharp—is jointly and  
21 severally liable under Corp. Code § 18360 and Gov. Code § 12599.6(a)(2) for misrepresenting the  
22 nature and purpose of charitable solicitations.

23 93. Internal records, FTB correspondence, and sworn testimony identify these  
24 individuals—including Margaret Romano, Rosa Cumare, and Bradley Sharp—as governance  
25 participants responsible for legal compliance, financial reporting, and donor communication. Their  
26 actions far exceed negligent administration. Rather, they constitute affirmative and knowing  
27 participation in a structured scheme to defraud public agencies, suppress financial disclosures, and  
28 falsely secure tax-exempt status through misrepresentations made under penalty of perjury. Such

conduct is not protected by litigation privilege, the business judgment rule, or professional discretion. It meets the legal thresholds for civil conspiracy, constructive fraud, charitable solicitation fraud, and supports injunctive relief, restitution, and punitive damages under California law.

### **C. FTB Evidence Confirming Misclassification**

94. California Franchise Tax Board records from 2021 confirm that the Western Lieutenancy (WL) falsely claimed “church” status on its FTB Form 3500, despite failing to satisfy fundamental requirements under both IRS and FTB guidelines. These include, but are not limited to: conducting regular and public religious services, employing or ordaining clergy, maintaining a defined and independent congregation, and operating a house of worship. WL explicitly checked “No” on the question of ordaining clergy and offered no evidence of any ecclesiastical function aside from fundraising. These omissions are not technical deficiencies—they reflect a deliberate attempt to misclassify the organization’s structure and purpose for the purpose of avoiding standard nonprofit disclosure obligations.

95. WL’s Form 3500 application, submitted under penalty of perjury, falsely asserted religious operations to obtain tax-exempt status under Revenue & Taxation Code § 23701d, which is legally limited to churches and not general religious associations or financial auxiliaries. In reality, WL operated exclusively as a financial pass-through entity for the EOHSJ and the Vatican, transmitting donor funds abroad under ecclesiastical cover without engaging in actual religious functions. The FTB Custodian of Records Declaration confirms the authenticity of these submissions under Evidence Code § 1561, and their admissibility as official public records under Evidence Code § 1280. These filings form part of a deliberate pattern of regulatory evasion and enterprise concealment, and further support liability for charitable fraud, false filings, and misrepresentation under Gov. Code § 12599.6, Penal Code § 115, and Civ. Code § 1572.

### **D. Key Financial Transfers and Laundering Structure**

96. California-based Defendants coordinated financial transfers exceeding \$1.2 million annually from WL to the Grand Magisterium and other foreign-controlled accounts. These transfers were processed through California-based financial institutions, including JP Morgan and Franklin Templeton, under the guise of charitable distributions. The disbursements were structured in recurring

1 monthly and quarterly increments, intentionally designed to avoid regulatory scrutiny, banking  
2 thresholds, and mandatory reporting under federal anti-money laundering statutes. The flow of funds  
3 was mischaracterized in nonprofit filings, further concealing the true recipients and purposes of these  
4 international transfers.

5 97. Sworn testimony and FTB records confirm that these transactions were executed via letters  
6 of credit, offshore shell companies (including Mukawer Castle for Education and the Vatican  
7 Foundation St. John the Baptist), and nominee-controlled bank accounts. This conduct constitutes  
8 unlawful structuring under 31 U.S.C. § 5324, which prohibits breaking up transfers to avoid  
9 regulatory detection, and money laundering under California Penal Code § 186.10, due to the  
10 concealment of origin, destination, and purpose of funds within a religious enterprise framework.  
11 These financial operations were conducted under the direction of fiduciary officers, who knowingly  
12 bypassed federal and state oversight mechanisms.

13 98. All financial authorizations were executed despite WL's clear lack of religious operations  
14 and in contradiction to its Form 3500 statements—establishing actual knowledge and fraudulent  
15 intent. Under California conspiracy law (Wyatt v. Union Mortgage Co. (1979) 24 Cal.3d 773), each  
16 entity and officer involved is liable for the full scope of enterprise misconduct when acting  
17 in furtherance of the shared scheme. The recurring nature of these disbursements and the structural  
18 concealment of their destination support not only conspiracy, but also civil RICO liability under 18  
19 U.S.C. § 1962(c) and injunctive relief under California charitable trust law.

#### 20 **E. Retaliation Against Plaintiff Seryani**

21 99. After Plaintiff Seryani refused to continue facilitating unlawful financial arrangements and  
22 began questioning the legitimacy of offshore transfers, California-based Defendants—acting in  
23 coordination with foreign ecclesiastical authorities—initiated a targeted campaign of retaliation.  
24 These acts included:

- 25 • Freezing accounts linked to Plaintiff's company (Synergy Select One, LLC),
- 26 • Disseminating defamatory and misleading communications to donors and ecclesiastical
- 27 contacts, and
- 28 • Dissolving or restructuring affiliated nonprofit entities (such as Mukawer Castle and QOP)

1 with the specific intent of frustrating legal enforcement and discovery. These acts were not  
2 isolated. They followed direct refusals by Plaintiff to participate in further fraudulent  
3 fundraising and were undertaken to punish, silence, and economically disable him.

4 100. Email correspondence, declarations, and internal memoranda—obtained during  
5 discovery—confirm that foreign officials, including representatives of the Grand Magisterium and  
6 the Latin Patriarchate of Jerusalem, orchestrated or approved these retaliatory measures.  
7 California-based actors, including fiduciaries of WL, QOP, and affiliated legal counsel, cooperated  
8 in these acts with full knowledge of their legal implications. The coordinated nature of these actions  
9 constitutes:

- 10 • Obstruction of justice under 18 U.S.C. § 1503,
- 11 • Retaliatory breach of implied contractual duties, and
- 12 • Ongoing participation in a RICO conspiracy under 18 U.S.C. § 1962(d). These  
13 post-engagement actions form a continuing pattern of racketeering activity, designed to shield  
14 the enterprise, suppress the truth, and punish a whistleblower. They are independently  
15 actionable and support both injunctive relief and punitive damages under California and  
16 federal law.

## 17 18 **VIII. EXPANDED ALLEGATIONS**

### 19 **A. Ecclesiastical Structure and the Western Lieutenancy's Role & False Tax Exemption Filings** 20 **and Misuse of Nonprofit Law**

21 101. The Roman Catholic Church, also known as the Holy See or the Vatican, is the world's  
22 largest and oldest global religious institution. It is governed from the Vatican City State under the  
23 authority of the Pope and the Congregation for Bishops. (See Vatican II, *Gaudium et Spes*; Cal. Evid.  
24 Code §452(h)).

25 102. The Catholic Church operates as a unified, hierarchical structure through dioceses and  
26 archdioceses, each led by a bishop or archbishop and subject to Vatican oversight. In California, such  
27 jurisdictions include the Roman Catholic Archbishop of Los Angeles and the Bishop of San  
28 Bernardino. (See *Roman Catholic Bishop of San Diego v. Superior Court* (1996) 42



1 Cal.App.4th1556).

2 103. Each diocese is responsible for overseeing parishes, financial operations, and religious  
3 missions, while also remitting financial support to the Vatican. As a matter of law, this creates an  
4 agency relationship under California Civil Code § 2338.

5 104. WL's application falsely claimed it conducted regular religious services, employed  
6 ordained clergy, and operated as an autonomous church entity. These claims were not merely  
7 technical errors but were submitted knowingly and strategically under penalty of perjury to secure  
8 a tax exemption otherwise unavailable to financial auxiliaries or religious associations that do not  
9 function as churches.

10 105. WL operates solely as a fundraising and financial disbursement conduit for the EOHSJ  
11 and LPJ, as confirmed in sworn deposition testimony by Lieutenant Margaret Romano. The Western  
12 Lieutenancy of the Equestrian Order of the Holy Sepulchre (WL), in its California Franchise Tax  
13 Board (FTB) Form 3500 filing for religious tax exemption, made multiple material representations  
14 that directly undermine its claimed church status. These statements confirm that WL does not meet  
15 the legal standards required for recognition as a functioning church under California or federal law.  
16 The specific misrepresentations are as follows:

17 a. No Ordained Clergy: In response to Question 10 of the FTB Form 3500, WL explicitly  
18 checks "No" in response to whether it "ordains, commissions, or licenses ministers or religious  
19 leaders." (See Exhibit 1 – FTB Filing, p. 13).

20 b. Outsourced Ecclesiastical Leadership: In its narrative section, WL explains that "The Grand  
21 Prior is the religious leader of the Lieutenancy and is always appointed from among the hierarchy of  
22 the Roman Catholic Church. Currently, the Grand Prior is Cardinal Roger Mahony. He will be  
23 succeeded by the Roman Catholic Archbishop of Los Angeles, Jose H. Gomez." (See Exhibit 1 – FTB  
24 Filing, p. 19). This shows WL does not independently exercise religious oversight but instead relies  
25 on external clergy assigned to other diocesan roles, such as RCALA.

26 c. No Place of Worship or Congregation: WL fails to identify a place of worship or describe  
27 any regular religious services. Questions 1 and 2 on the church checklist are left blank or  
28 insufficiently addressed, and there is no evidence of congregational life, sacraments, liturgy, or public

1 worship services. (Exhibit 1, pp. 13–15). These filings form part of a broader institutional pattern  
2 whereby WL concealed its true role as a financial intermediary between California donors and  
3 Vatican-directed entities, bypassing oversight by falsely invoking ecclesiastical independence while  
4 operating solely as a fiduciary funnel.

5 106. These actions satisfy the prong test for fraud:

- 6 a. Misrepresentation: WL knowingly misrepresented its religious operations;  
7 b. Scierer: Confirmed by Romano and Sharp, who reviewed records annually;  
8 c. Intent to Induce: The misrepresentations were designed to obtain church tax status;  
9 d. Reliance: The FTB approved exemption based on the application; e. Harm: Plaintiffs and  
10 the public suffered from WL's exploitation of its exempt status.

11 107. These acts constitute violations of: a. Government Code § 12599.6(a)(2) (charitable  
12 fraud); b. Business & Professions Code § 17500 (false advertising); c. Penal Code § 115 (false filing).

13 108. These filings are admissible official records. The Custodian Declaration authenticates  
14 the documents under California Evidence Code § 1561. Further, they are official public records under  
15 Evidence Code §§ 1280 and 1530, making them self-authenticating and presumptively reliable.

16 109. Romano is named in the FTB filings as a key officer. She testified that she had full access  
17 to all financial records and donor reports. She admitted reviewing reports showing over \$1.2 million  
18 per year raised by WL from U.S. donors and disbursed to EOHSJ and LPJ without religious use or  
19 oversight. (Ex. 2, pp. 10–13).

20 110. Cardinal Roger Mahony and Archbishop José H. Gomez are both listed in WL's  
21 governing documents and website materials as ecclesiastical officers with financial and ceremonial  
22 roles in the Western Lieutenancy. Romano confirmed their participation in events promoting AUM.  
23 (See Exhibit 2 – Romano Deposition).

24 111. As shown in Exhibit 4A ("Each Entity Manages Its Financials") and Exhibit 5 (Grand  
25 Magisterium Oversight Memo), the EOHSJ Grand Magisterium retains oversight over all  
26 disbursements from its Lieutenancies, including WL. Although each Lieutenancy maintains nominal  
27 control of its bank accounts, funds must be disbursed per Rome's directives.

28 112. These structural and operational facts support a finding that EOHSJP and WL operate

not as independent charities, but as U.S.-based agents of a Vatican-run enterprise, establishing agency liability under California Civil Code § 2338 and enterprise structure under 18 U.S.C. § 1961(4).

### **B. California Fundraising Scheme and Inducement of Plaintiff**

113. In September 2012, Patriarch Fouad Twal, head of the Latin Patriarchate of Jerusalem (LPJ), conducted a fundraising tour in Los Angeles, California, to promote the American University of Madaba (AUM), a Vatican-backed institution wholly owned by LPJ. This tour was coordinated with local leaders of the Western Lieutenancy of the Equestrian Order of the Holy Sepulchre (WL), Archbishop José H. Gomez, Cardinal Roger Mahony, and Margaret Romano. (See Exhibit 16 – AUM LA Visit Notes).

114. During this visit, Twal made express representations to California donors, WL officers, and Plaintiff Seryani that AUM was financially secure, fully backed by the Vatican, and positioned for long-term growth. These representations were materially false and made with intent to induce participation, financial contributions, and operational services based on the perceived authority of ecclesiastical actors and institutional legitimacy.

115. These acts satisfy the prong test for fraud:

- a. Misrepresentation: AUM was described as fully funded and Vatican-backed;
- b. Knowledge: Twal and WL officials were fully aware of AUM's insolvency and financial shortfalls (See Exhibits 9, 10, and 13C);
- c. Intent to Induce: Plaintiff Seryani was solicited under false pretenses to provide professional services and commit to the project;
- d. Reliance: Plaintiff Seryani reasonably relied on the stature and representations of LPJ and its California-based agents; e. Harm: Plaintiff Seryani performed work, made financial commitments, and executed critical institutional operations without compensation.

116. Following the California meetings, Plaintiff was contacted by Fr. Majdi and LPJ affiliate Gabi Sharbain, offering him a formal operational leadership role at AUM. This post-event outreach confirms a coordinated inducement strategy directly linking LPJ to its California-based proxies. (See Exhibit 24 – Fr. Emil Declaration, ¶¶ 10–15).

117. WL, Archbishop Gomez, and Cardinal Mahony continued to promote AUM as a

Vatican-endorsed academic institution while falsely claiming religious tax exemption. Internal communications and QOP banking records confirm that fundraising efforts continued in parallel with misleading FTB filings and Form 990 misclassifications. (See Exhibits 11A–11C; Exhibit 1; Exhibit 2).

118. These representations, fundraising acts, and corporate filings violated multiple California laws: a. Gov. Code § 12599.6 (charitable misrepresentation),  
b. Civ. Code § 1710(1) (deceit by false representation),  
c. Bus. & Prof. Code § 17500 (false advertising),  
d. Civ. Code § 1572 (fraudulent inducement).

119. Each of the named Defendants—including WL, EOHSJP, Gomez, Mahony, and Romano—either solicited funds, promoted AUM, approved disbursements, or held positions of trust within the organizations that made and relied upon these false representations. They are therefore liable under Civ. Code § 2338 (agency), § 2295 (fiduciary duty), and § 1709 (deceit).

120. The hierarchical structure of the Catholic Church supports enterprise liability under both state and federal law. As documented in Exhibits 5, 6, and 10, the Grand Magisterium exercises final oversight, issues strategic directives, and retains control over financial allocations across Lieutenancies, including WL.

121. Plaintiff Seryani’s recruitment during the LA trip (Exhibit 16), his formal appointment to complete AUM operations (Exhibit 25), and repeated internal acknowledgments of his work and unpaid entitlements (Exhibits 22–24) confirm that all Defendants acted in concert to induce, extract labor from, and ultimately abandon Plaintiff in furtherance of a unified ecclesiastical enterprise.

122. A central element of this fraud was the misrepresentation that AUM held U.S. accreditation from the New England Association of Schools and Colleges (NEASC) or the New Hampshire Higher Education Commission (NHHEC). In reality, no such accreditation had been obtained at the time. (See Exhibit 13B). This falsehood directly influenced Plaintiff’s decision to accept his role and invest his resources.

123. These acts, records, and communications confirm that the California Defendants acted with knowledge, coordination, and shared purpose. Their collective conduct gave rise to fraudulent

1 inducement, resulting in significant economic harm. The continued concealment of AUM's  
2 insolvency and the deliberate recruitment of Plaintiff Seryani without intention of fulfilling  
3 compensation obligations constitutes intentional misrepresentation and supports liability for damages,  
4 restitution, and injunctive relief.

### 5 **C. Continued Inducement, Misrepresentation, and Enterprise Coordination**

6 124. During the September 2012 California visit, LPJ Patriarch Fouad Twal assured Plaintiff  
7 Seryani that AUM held U.S. accreditation from the New England Association of Schools and  
8 Colleges (NEASC) and the New Hampshire Higher Education Commission (NHHEC). (See Exhibit  
9 13B – LPJ Letter, Sept. 16, 2014). These representations were knowingly false, as no such  
10 accreditation had been granted at the time.

11 125. Twal also promised Plaintiff Seryani that he would be appointed to manage three  
12 Vatican-owned hotels in Jordan as part of a broader institutional role, further strengthening Plaintiff's  
13 reliance on LPJ's authority. (See Exhibit 16 – AUM LA Visit Notes).

14 126. These representations were later reaffirmed through direct follow-up communications  
15 from LPJ officials and intermediaries, including Fr. Majdi and Gabi Sharbain, offering Plaintiff a  
16 managerial contract and full operational leadership over AUM. (See Exhibit 24 – Fr. Emil  
17 Declaration, ¶¶ 10–15).

18 127. These representations satisfy the prong test for fraudulent inducement: a.  
19 Misrepresentation: AUM's accreditation, hotel leadership, and financial guarantees; b. Knowledge:  
20 LPJ and WL officials knew these assurances were false (Exhibit 13B); c. Intent to Induce: Plaintiff  
21 was strategically recruited to deliver unpaid labor and complete critical infrastructure; d. Reliance:  
22 Plaintiff reasonably relied on Vatican and LPJ leadership; e. Harm: Plaintiff performed extensive  
23 labor and financial support services for which he was never compensated.

24 128. Antonio Franco, acting as the Assessor of the Grand Magisterium during the  
25 restructuring of AUM, confirmed in email communications that he held financial oversight over  
26 AUM. He stated that a "local company" — Mukawer Castle for Education — had been created to  
27 control the project and shield the Vatican from direct legal liability. (See Exhibit 23 – Franco Email,  
28 Dec. 6, 2015).

1           129. Franco and LPJ jointly coordinated delays in compensation. In an internal exchange,  
2 Franco acknowledged: “We must give to him what is due,” confirming the Vatican’s knowledge of  
3 the outstanding debt and its role in compensation decisions. (Exhibit 23).

4           130. Fr. Emil and Fr. Imad reviewed AUM’s internal finances and concluded that Plaintiff was  
5 owed at least \$900,000, excluding scientific lab contributions. They urged the Grand Magisterium  
6 to authorize a \$250,000 good faith payment to prevent litigation. (See Exhibit 22 – Fr. Emil Email,  
7 Dec. 5, 2015).

8           131. In a sworn declaration, Fr. Emil confirmed that Twal had final decision-making authority  
9 over all AUM contracts and that Plaintiff’s appointment came from the highest ecclesiastical level.  
10 (See Exhibit 24 – Fr. Emil Final Declaration, ¶¶ 8–20).

11           132. That same declaration confirmed that Plaintiff had been issued a General Power of  
12 Attorney to execute his institutional responsibilities, including infrastructure and food systems  
13 development. The Latin Patriarchate acknowledged the outstanding debt and Plaintiff’s contractual  
14 authority through notarized ecclesiastical documentation. (Exhibit 24, ¶¶ 17–20).

15           133. On November 28, 2015, Patriarch Twal sent a formal letter to AUM President George  
16 Hazboun and the Board of Trustees confirming that Plaintiff and Synergy Select One, LLC had been  
17 assigned to complete all outstanding operational and systems work, including laboratories, utilities,  
18 and academic infrastructure. (See Exhibit 25 – Twal Letter to Hazboun).

19           134. In a sworn declaration, George Hazboun confirmed that Plaintiff was LPJ’s official  
20 appointee, granted legal authority, and that he had completed all assigned infrastructure and  
21 development work. (See Exhibit 26 – Hazboun Declaration, ¶¶ 14–20).

22           135. Hazboun further confirmed that all services performed by Synergy Select One originated  
23 from California, including procurement, logistics, vendor management, and facility planning for key  
24 infrastructure at AUM. (Exhibit 26, ¶ 31). These facts establish that both the harm and the operational  
25 conduct occurred under California jurisdiction.

26           136. Meanwhile, the Vatican initiated a quiet restructuring through the use of shell entities  
27 such as Mukawer Castle for Education. On April 15, 2015, LPJ legal agent Adnan Ziadat directed  
28 AUM’s President not to publicly associate Mukawer with any ongoing financial activity — a move

1 designed to shield LPJ and the Grand Magisterium from U.S. litigation and regulatory exposure. (See  
2 Exhibit 27 – Adnan Email to Hazboun).

3 137. These internal records confirm that the California-based Defendants — including WL,  
4 EOHSJP, Gomez, Mahony, and Romano — actively participated in, approved, and concealed this  
5 transnational financial structure, continuing to fundraise and promote AUM despite knowing that  
6 Plaintiff was unpaid and the project was insolvent.

7 138. Collectively, these acts constitute a sustained campaign of fraudulent inducement,  
8 institutional concealment, and coordinated enterprise participation. Together, they violated:

- 9 a. Gov. Code § 12599.6(a)(2) (charitable misrepresentation);
- 10 b. Bus. & Prof. Code § 17500 (false advertising);
- 11 c. Civ. Code §§ 1572, 1710 (fraud and deceit);
- 12 d. Civ. Code § 2338 (agency liability);
- 13 e. Penal Code § 115 (false instrument filing);
- 14 f. 18 U.S.C. § 1962(c) (RICO enterprise participation).

#### 15 **D. Enterprise Oversight, Fraudulent Structuring, and Continuing Concealment**

16 139. Defendants continued to conceal their misrepresentations and financial wrongdoing well  
17 beyond Plaintiffs’ initial engagement. This extended pattern of concealment tolls the statute of  
18 limitations under California Code of Civil Procedure § 338(d), as Plaintiffs had no reason to discover  
19 the full scope of the fraud until certified records, email correspondence, and sworn declarations were  
20 produced through litigation beginning in 2019.

21 140. Archbishop Antonio Franco, acting as a Vatican-appointed representative and Assessor  
22 to the Grand Magisterium, confirmed that financial control over AUM had shifted to a  
23 Vatican-appointed international commission. (See Exhibit 21 – Twal Email, Dec. 23, 2014). Franco  
24 exercised financial review authority and coordinated AUM’s governance through intermediaries,  
25 including Mukawer Castle for Education, a shell company created for asset shielding.

26 141. In correspondence with Fr. Emil, Franco acknowledged the Vatican’s awareness of  
27 Plaintiffs’ financial entitlements and stated: “We must give to him what is due,” while also noting that  
28 payment approval required Vatican Foundation authorization. (See Exhibit 23 – Franco Email, Dec.

1 6, 2015).

2 142. Fr. Emil, in sworn testimony, confirmed that Twal delegated full decision-making  
3 authority over AUM infrastructure and contract execution to Plaintiff. He emphasized that Plaintiff's  
4 work exceeded expectations and attributed all failures to LPJ's internal financial mismanagement,  
5 not to Plaintiff's performance. (See Exhibit 24 – Fr. Emil Declaration, ¶¶ 10–20).

6 143. Margaret Romano, then-Chancellor and later Lieutenant of WL, oversaw donor intake,  
7 reporting, and coordination with LPJ and the Vatican. Her deposition confirms she had direct access  
8 to donation records, reviewed reports showing over \$1.2 million per year transferred to Rome, and  
9 organized fundraisers portraying AUM as a Vatican-guaranteed institution. (Exhibit 2 – Romano  
10 Deposition, pp. 10–14).

11 144. Bradley Sharp, in deposition, corroborated Romano's access and confirmed she reviewed  
12 and approved final donation reports. (See Exhibit 7 – Sharp Transcript, pp. 10–14). These actions  
13 affirm her fiduciary responsibility and legal accountability under Cal. Corp. Code § 18360  
14 (unincorporated associations) and Gov. Code § 12599.6.

15 145. Romano hosted multiple donor events presenting AUM as fully funded and officially  
16 endorsed by the Vatican. These misrepresentations, paired with false filings and concealment, render  
17 both Romano and WL liable under Cal. Civ. Code §§ 1709–1710 (deceit) and Bus. & Prof. Code §  
18 17500 (false advertising). (See Exhibit 16).

19 146. Rosa Cumare, listed as legal counsel and officer of WL, prepared and signed the FTB  
20 Form 3500, falsely classifying WL as a “church.” Her role as both attorney and officer removes any  
21 litigation privilege and confirms personal liability under Cal. Corp. Code § 18360, Gov. Code §  
22 12599.6(a), and Penal Code § 115. (See Exhibit 8 – Cumare Declaration).

23 147. Cumare's Form 3500 falsely stated that WL held worship services, employed clergy, and  
24 maintained a congregation. These assertions were submitted under penalty of perjury and contradicted  
25 by FTB-certified public records. (See Exhibit 1 – FTB Filing, authenticated under Cal. Evid. Code  
26 §§ 1561 & 1280).

27 148. Cumare's actions satisfy the prong test for fraud:

28 a. Misrepresentation: False religious classification in FTB filings;



- b. Knowledge: Cumare authored and reviewed the submissions;
- c. Intent to Induce: Secured church-based tax exemption for donor shielding;
- d. Reliance: The FTB granted exemption based on Cumare's submissions;
- e. Harm: WL gained financial cover to move \$1.2 million annually without oversight.

149. The American University of Madaba (AUM) was incorporated as a U.S.-registered nonprofit in New Hampshire in 2013. (See Exhibit 26 – Hazboun Declaration, ¶10). This gives rise to both state and federal jurisdiction over any fraudulent representations tied to AUM's U.S. charitable status, operations, or solicitation campaigns.

150. Plaintiff was formally appointed by Twal and granted a Power of Attorney equal to LPJ authority, empowering him to execute operations. The original appointment letter confirms the delegation of institutional responsibility and LPJ's acknowledgment of his performance. (See Exhibit 25 – Twal Letter).

151. Hazboun, AUM's former President, confirmed the existence of multiple contracts with Plaintiff and his company, Synergy Select One, and that work was conducted in both California and Jordan. (Exhibit 26 – Hazboun Declaration, ¶¶ 14–20, 31–32).

152. AZ Swiss SA, a Lugano-based financial intermediary, was registered to manage private offshore banking operations for religious and international institutions. (See Exhibit 12 – AZ Swiss Financial Records). Plaintiff alleges this structure was used to reroute donor funds through unregulated international channels, bypassing all U.S. oversight.

153. These facts confirm that the California-based Defendants operated within a deliberately obscured financial network, constructed to shield the Vatican and LPJ from liability, while funneling donations internationally, misrepresenting project viability, and extracting unpaid services from Plaintiff.

154. These acts violated both California and federal law, including:

- a. Gov. Code §§ 12588, 12599.6(a), 12599.6(a)(2) (charitable fraud, concealment);
- b. Civ. Code §§ 1572, 1709, 1710 (fraud, deceit, inducement);
- c. Corp. Code §§ 18360 (fiduciary breach by officers of unincorporated religious associations);

1 d. 26 U.S.C. § 501(c)(3) (nonprofit abuse and IRS fraud);

2 e. 18 U.S.C. §§ 1962(c), 1956, 1343 (RICO, money laundering, and wire fraud).

3 **E. Direct Ecclesiastical Control, Financial Oversight, and Acknowledgment of Plaintiffs' Rights**

4 155. Archbishop Antonio Franco, acting as Assessor and official representative of the Grand  
5 Magisterium, exercised direct oversight over the financial operations of AUM and the broader  
6 administrative structure of LPJ. In email communications, Franco confirmed that all payments owed  
7 to Plaintiff required approval from the Vatican Foundation of St. John the Baptist, but acknowledged:  
8 “We must give to him what is due.” (See Exhibit 23 – Franco Email, Dec. 6, 2015).

9 156. Fr. Emil, Judicial Vicar of the Latin Patriarchate, and Fr. Imad jointly reviewed internal  
10 AUM financial records and concluded that Plaintiff was owed at least \$900,000, excluding scientific  
11 laboratory costs. They urged the Grand Magisterium to authorize a \$250,000 good faith payment to  
12 avoid litigation. (See Exhibit 22 – Fr. Emil Email, Dec. 5, 2015).

13 157. In a sworn declaration, Fr. Emil confirmed that Patriarch Twal had final financial and  
14 administrative authority over AUM, and that Plaintiff Seryani was directly appointed by the  
15 ecclesiastical leadership. Plaintiff’s reliance on such representations was both reasonable and  
16 institutionally induced. (See Exhibit 24 – Fr. Emil Final Declaration, ¶¶ 10–20).

17 158. LPJ and AUM officials publicly acknowledged that Plaintiff completed all major  
18 infrastructure projects, including food services, academic systems, scientific laboratories, and utilities  
19 required for accreditation. These operations were carried out under LPJ authority and Vatican  
20 oversight. (Ex. 24, ¶¶ 17–21; Exhibit 25 – Twal Letter).

21 159. In a formal letter dated November 28, 2015, Twal confirmed to AUM’s Board of  
22 Trustees that Plaintiff and Synergy Select One, LLC were officially appointed and authorized to  
23 complete AUM’s operational and infrastructure needs. (See Exhibit 25).

24 160. In his sworn declaration, AUM President Dr. George Hazboun confirmed that: a. Plaintiff  
25 was directly appointed by LPJ; b. Plaintiff and his company executed all assigned operational and  
26 infrastructure responsibilities; c. LPJ was the sole shareholder of AUM and the ultimate authorizer  
27 of Plaintiff’s work. (See Exhibit 26 – Hazboun Declaration, ¶¶ 9–20).

28 161. Hazboun further confirmed that Plaintiff was granted Power of Attorney by Twal, and

1 that he funded payroll gaps, advanced capital, and filled operational voids resulting from LPJ and  
2 Vatican financial deficiencies. (Ex. 26, ¶¶ 20–25).

3 162. These facts satisfy the prong test for fraudulent inducement: a. Misrepresentation: AUM  
4 was portrayed as fully funded and Vatican-guaranteed; b. Scierter: LPJ and Vatican officials were  
5 fully aware of AUM’s insolvency; c. Intent to Induce: Plaintiff was recruited under false pretenses  
6 and ecclesiastical legitimacy; d. Reliance: Plaintiff performed labor, funded operations, and deferred  
7 compensation based on these assurances; e. Harm: Plaintiff was never paid despite completing  
8 institutional operations.

9 163. Internal records repeatedly acknowledged the debt. In one instance, Fr. Emil stated: “Ben  
10 was granted General Power of Attorney and we owe him 6.5 million... he is a victim of our  
11 mismanagement.” (See Exhibit 24).

12 164. Defendants concealed Plaintiff’s role and debt through delayed financial reporting,  
13 internal restructuring, and selective disclosures. One internal email from LPJ legal agent Adnan  
14 Ziadat instructed AUM leadership not to associate Mukawer Castle for Education with ongoing  
15 projects, specifically to avoid legal liability in the U.S. (See Exhibit 27 – Adnan Email, April 15,  
16 2015).

17 165. This concealment strategy was orchestrated by the Vatican’s financial commission,  
18 which restructured AUM and LPJ’s operations through shell entities including Mukawer Castle, as  
19 confirmed by Franco and Hazboun. (See Exhibit 23; Ex. 26, ¶¶ 27–30).

20 166. Bank records show that LPJ officials, including Twal, operated California-based accounts  
21 (e.g., Bank of America) without personal presence. This confirms either delegated financial control  
22 to California agents or the use of falsified signatory arrangements. (See Exhibits 15A & 15B – Twal  
23 Bank Statements).

24 167. Queen of Peace Foundation (QOP), a California-registered entity under LPJ influence,  
25 continued to process undisclosed international fund transfers. Internal correspondence—including  
26 Fr. Michael’s email titled “Queen of Peace and the Money Laundry”—confirms these transactions.  
27 (See Exhibit 11D; Exhibits 11A–11C).

28 168. LPJ and its affiliates—Twal, Gomez, Mahony, Romano, and WL—used the QOP

1 structure to obscure charitable donation origins and destinations. After this lawsuit was filed, Fr.  
2 Bernard Poggi was removed from California filings, illustrating intentional post-litigation  
3 concealment. (See Exhibits 14A–14C – Secretary of State Records).

4 169. These facts, declarations, and records confirm a continuing enterprise pattern, including:

- 5 a. Solicitation and movement of California-based funds;
- 6 b. Concealment of AUM insolvency and LPJ’s financial crisis;
- 7 c. Inducement of Plaintiff into unpaid executive service;
- 8 d. Use of shell structures and post-litigation asset realignment;
- 9 e. Violations of state and federal law governing fraud, charity oversight, and nonprofit  
10 governance.

#### 11 **F. International Financial Structuring and Corporate Misrepresentation**

12 170. The Vatican Bank, formally known as the Institute for the Works of Religion (IOR),  
13 operates under the direct financial authority of the Holy See. Its structure is opaque, lacking oversight  
14 from European Union or international regulatory bodies. Managed by Cardinals under papal  
15 appointment, IOR serves as the global banking channel for Vatican-aligned institutions, including  
16 LPJ and EOHSJ. This centralized and concealed financial governance is directly relevant to the  
17 enterprise structuring and fraud alleged herein.

18 171. On May 6, 2013, the Latin Patriarchate of Jerusalem (LPJ) signed a Memorandum of  
19 Understanding (MOU) with China Machinery Engineering Corporation (CMEC) to build Phases  
20 II–IV of AUM’s infrastructure. (See Exhibit 3B – LPJ–CMEC MOU). The MOU, valued in the tens  
21 of millions, was executed without Plaintiff’s knowledge despite his active role at the time. Its  
22 concealment supports allegations of strategic enterprise planning, intentional exclusion of Plaintiff,  
23 and suppression of material financial risks.

24 172. In a follow-up letter dated September 15, 2014, LPJ and Cardinal Resources discussed  
25 strategies to refinance approximately \$50 million in debt, referencing partnerships with Morgan  
26 Stanley, Goldman Sachs, and Franklin Templeton. The correspondence confirms that LPJ intended  
27 to use U.S.-based nonprofit structures for financial engineering. (See Exhibit 13C – LPJ Refinancing  
28 Letter).

1 173. In September 16, 2014, Twal sent an official letter declaring LPJ the sole owner of AUM,  
2 backed by the Vatican, Jordanian authorities, and U.S. stakeholders. He further claimed U.S.  
3 accreditation and funding stability—statements that were either knowingly false or made with  
4 reckless disregard for their accuracy. (See Exhibit 13B – LPJ Letter).

5 174. Simultaneously, LPJ priest Fr. Bernard Poggi was listed as the director of Queen of Peace  
6 Foundation (QOP), a California nonprofit. In November 2019, shortly after this lawsuit was filed,  
7 Poggi’s name was abruptly removed from state filings. (See Exhibits 14A–14C). This strategic  
8 post-litigation maneuver confirms a pattern of obstruction and evidentiary concealment orchestrated  
9 between LPJ and its California proxies.

#### 10 **G. Post-Litigation Concealment, Financial Misconduct, and Enterprise Pattern**

11 175. On October 12, 2017, Apostolic Administrator Cardinal Pierbattista Pizzaballa issued  
12 a public letter admitting financial mismanagement and systemic failures at AUM. (See Exhibit 10 –  
13 Pizzaballa Letter). This direct ecclesiastical admission confirms that AUM, under LPJ control, had  
14 lost operational and fiscal credibility.

15 176. Internal correspondence shows that LPJ leaders, including Twal, coordinated with  
16 international finance consultants to conceal undocumented payments, including one for \$500,000.  
17 (See Exhibit 9 – Twal Email).

18 177. Despite knowing the project’s insolvency, LPJ and Vatican officials pressured Plaintiff  
19 to proceed with refinancing and upgrades. In one message, Twal wrote: “Start already... if the money  
20 arrives, you can stop the deal.” (See Exhibit 17 – April 23, 2014 Email).

21 178. In another email, Twal instructed: “Do everything possible without mentioning our deal  
22 with Charlie,” confirming a strategy of concealment and misrepresentation to internal stakeholders.  
23 (See Exhibit 17B – June 18, 2014 Email).

24 179. In a third message, Twal emphasized the importance of maintaining ties with Charlie  
25 Sweeney, a California-based intermediary. “Don’t lose him, even if we make sacrifices.” (See  
26 Exhibit 19 – June 27, 2014 Email). These messages reflect an orchestrated campaign to mislead,  
27 induce Plaintiff, and insulate the Vatican from liability.

28 180. These communications prove: a. Scierter: LPJ knew of insolvency and pursued

1 unauthorized financial plans; b. Intent to Induce: Plaintiff was urged to act under false pretense; c.  
2 Concealment: LPJ shielded financial arrangements from regulators and partners; d. Reliance and  
3 Harm: Plaintiff acted in good faith and suffered unreimbursed injury.

4 181. In late 2014, Twal informed Plaintiff that the Vatican had appointed a new international  
5 commission of bankers to assume AUM's liabilities. "The burden is too heavy... I hope the new team  
6 can manage the legal threats." (See Exhibit 21 – Twal Email, Dec. 23, 2014).

7 182. Fr. Emil warned Antonio Franco that unless Plaintiff received \$250,000 immediately,  
8 the Church would face litigation. He reaffirmed that Plaintiff was owed over \$900,000. (See Exhibit  
9 22 – Fr. Emil Email, Dec. 5, 2015).

10 183. Franco replied: "We must give him what is due," but deferred final authority to Mukawer  
11 Castle—a Vatican-created holding company designed to shield LPJ from liability. (See Exhibit 23).

12 184. In sworn testimony, Fr. Emil confirmed Plaintiff was recruited under ecclesiastical  
13 authority, granted General Power of Attorney, and completed work acknowledged by LPJ. (See  
14 Exhibit 24, ¶¶ 15–21).

15 185. Twal's letter of November 28, 2015 officially assigned Plaintiff and Synergy Select One  
16 to complete all unfinished AUM operations. (See Exhibit 25).

17 186. AUM President George Hazboun confirmed Plaintiff's role, LPJ's ownership of AUMC,  
18 and that services originated in California. (See Exhibit 26, ¶¶ 14–20, 31–32).

19 187. Hazboun further testified that Plaintiff funded payroll, labs, and infrastructure, effectively  
20 replacing Vatican financing during LPJ's insolvency.

21 188. These facts demonstrate both intent to induce and intent to conceal—as Vatican and LPJ  
22 authorities delegated liability to shell corporations like Mukawer and withdrew direct involvement  
23 post-crisis. (See Exhibit 27).

24 189. These acts satisfy the prong test for fraud: a. Misrepresentation: Vatican financial  
25 backing, solvency, and legal intent; b. Scienter: Officials knew the project was insolvent; c. Intent  
26 to Induce: Plaintiff was recruited under false pretense; d. Reliance: Plaintiff acted based on  
27 ecclesiastical appointment and authority; e. Harm: He completed operations, yet was left unpaid and  
28 misrepresented.

1 190. California-based Defendants—including Gomez, Mahony, Romano, Cumare, WL, and  
2 EOHSJP—were directly involved as promoters, cosigners, financial gatekeepers, and legal facilitators  
3 of these fraudulent representations and concealed disbursements.

4 191. The removal of Fr. Poggi from QOP records and the post-litigation transfers through  
5 Merrill Lynch and Bank of America confirm deliberate concealment tactics. (See Exhibits 11A–11C  
6 and 14A–14C).

7 192. Together, these acts show a vertically integrated enterprise that laundered funds, silenced  
8 contractors, and diverted donor contributions—satisfying the structure and conduct requirements of  
9 18 U.S.C. § 1962(c).

10 193. California law was violated through false nonprofit representations, fiduciary fraud, and  
11 abuse of public charitable trust. WL, EOHSJP, and QOP misrepresented their status, purpose, and  
12 financial flows, in violation of public policy.

13 194. This continued pattern—combining inducement, concealment, and enterprise laundering  
14 satisfies:

- 15 a. Civil conspiracy under California law;
- 16 b. Fraud and constructive fraud under Civ. Code §§ 1572, 1573;
- 17 c. Charitable fraud under Gov. Code § 12599.6(a)(2);
- 18 d. False advertising under Bus. & Prof. Code § 17500;
- 19 e. Enterprise participation under 18 U.S.C. § 1962(c).

#### 20 **H. Damages, Unjust Enrichment, and Continuing Fraud**

21 195. Plaintiff performed the full scope of duties assigned by the Latin Patriarchate of  
22 Jerusalem (LPJ), including procurement, infrastructure development, operational planning, and  
23 administrative implementation for the American University of Madaba (AUM). These services were  
24 not provided as a donation or charitable gift, but under express and implied agreements, confirmed  
25 through ecclesiastical correspondence, formal appointment, notarized contracts, and declarations.  
26 (See Exhibits 24, 25, 26).

27 196. Despite repeated acknowledgments by LPJ, AUM, and representatives of the Grand  
28 Magisterium that Plaintiff was entitled to substantial financial compensation, no payments were

1 made. Internal communications from Fr. Emil, Antonio Franco, and Twal confirm that Plaintiff is  
2 owed between \$900,000 and \$6.5 million for services rendered and capital advanced. (See Exhibits  
3 22–24).

4 197. Defendants directly benefited from Plaintiff’s labor, funding, and professional services,  
5 including infrastructure completion, accreditation support, and donor engagement. LPJ and AUM  
6 used Plaintiff’s name, reputation, and success to solicit further donations and elevate institutional  
7 credibility—while concealing his role and debt from the public. These acts constitute unjust  
8 enrichment under California law. (See Cal. Civ. Code § 1709; *Lectrodryer v. SeoulBank* (2000) 77  
9 Cal.App.4th 723).

10 198. Defendants intentionally misrepresented AUM’s financial status and Vatican guarantees  
11 to induce Plaintiff’s performance. Thereafter, they restructured key financial entities (e.g., Mukawer  
12 Castle, AZ Swiss, and the Vatican Foundation) to conceal Plaintiff’s legal recourse and delay  
13 accountability. (See Exhibits 12, 21, 23, 27).

14 199. Defendants also submitted false filings to obtain and maintain nonprofit status, including  
15 FTB Form 3500 and California Secretary of State records (Queen of Peace Foundation). These  
16 misclassifications enabled them to avoid transparency while transferring funds internationally. These  
17 actions violated: a. Gov. Code § 12599.6 (charitable misrepresentation); b. Bus. & Prof. Code §  
18 17500 (false advertising); c. Penal Code § 115 (false instrument filing); d. Corp. Code § 5233 (misuse  
19 of charitable assets).

20 200. These violations—when assessed within the total enterprise conduct—support the  
21 following causes of action:

- 22 a. Fraudulent inducement;
- 23 b. Breach of contract;
- 24 c. Charitable fraud;
- 25 d. Constructive fraud;
- 26 e. Unjust enrichment;
- 27 f. Civil conspiracy. Plaintiffs reserve the right to seek equitable remedies, disgorgement,  
28 compensatory and punitive damages, and referral to the California Attorney General for



1 criminal or regulatory review under Gov. Code § 12598.9.

2 **I. Plaintiff's Operational Role, False Financial Promises, and Local Coordination**

3 201. Synergy Select One, LLC—a California-registered entity wholly owned and managed  
4 by Plaintiff Benjamin Seryani—served as the lead operating partner for AUM. Synergy managed  
5 infrastructure, food systems, procurement, transportation, and labor operations. These services were  
6 rendered under ecclesiastical appointment, confirmed through Power of Attorney issued by LPJ and  
7 approved by Patriarch Twal. (See Exhibit 24 – Fr. Emil Declaration). This elevates Plaintiff's role  
8 beyond contractor—to appointed institutional proxy.

9 202. In sworn deposition, Margaret Romano admitted to hosting high-value fundraising events  
10 at her California residence on behalf of AUM and LPJ, during the period of Plaintiff's recruitment.  
11 (See Exhibit 2 – Romano Deposition). These events promoted AUM as Vatican-guaranteed,  
12 reinforcing the false promises that induced Plaintiff and others to participate.

13 203. LPJ officials orally and in writing promised that \$20–\$22 million would be transferred  
14 from LPJ or the Grand Magisterium to fund AUM and cover all debts owed to Plaintiff. These  
15 assurances, issued by ecclesiastical and financial officers, were relied upon in good faith. Plaintiff  
16 continued to labor, finance, and manage operations based on these representations.

17 204. Romano and her husband had direct contact with LPJ leaders, including Twal, and  
18 coordinated donor engagement and strategic planning. (See Exhibit 2 – Romano Deposition; Exhibit  
19 24 – Fr. Emil Declaration). Romano's active role confirms her fiduciary status and reinforces  
20 enterprise liability for WL, EOHSJ, and associated officers.

21 **J. Depositions Confirming Enterprise Structure and Financial Control**

22 205. Plaintiffs incorporate by reference the sworn testimony of Anton Asfar, LPJ's Director  
23 of Finance, and Jubran Salameh, AUM's former General Director. Both testified to the internal  
24 structure of financial control, confirming how funds flowed from California donors to the Vatican via  
25 EOHSJ channels.

26 A. Asfar confirmed that WL, QOP, and all EOHSJ Lieutenancies in the U.S. and Europe  
27 function as direct fundraising conduits for the Vatican. Funds are transferred to Rome and then  
28 disbursed back to LPJ and AUM according to preapproved annual budgets. (See Exhibit 36 – Asfar

Deposition, p. 25).

B. Salameh testified that LPJ is the legal and beneficial owner of all AUM property and infrastructure. He further confirmed that AUMC (the Jordanian nonprofit) existed solely to secure loans, while LPJ retained ultimate operational and financial authority. (See Exhibit 39 – Salameh Deposition, pp. 21–24).

C. Both depositions independently confirm that AUM Inc. (AUM LLC, New Hampshire) was merely a front to secure U.S. degree-granting recognition and solicit credibility. Financial control always rested with LPJ and its Vatican intermediaries. These facts support alter ego, enterprise liability, and FSIA commercial activity exception theories pled herein.

D. These sworn statements, based on firsthand knowledge, establish the chain of command between WL, QOP, LPJ, the Grand Magisterium, and foreign shell entities (e.g., Mukawer, SJB Foundation). They are admissible as party admissions and statements against interest under Cal. Evid. Code § 1220.

## CAUSATION

### A. LEGAL STANDARD FOR CAUSATION

206. To impose civil liability under fraud, agency, and RICO theories, a plaintiff must demonstrate both factual causation and legal (proximate) causation.

- Actual (Factual) Cause – The injury would not have occurred “but for” the Defendant’s conduct.
- Proximate Cause – The harm was a foreseeable and natural consequence of the Defendant’s actions.

207. Under California law: “A tort is the legal cause of injury when it is a substantial factor in bringing about the harm.” — Mitchell v. Gonzales, 54 Cal.3d 1041 (1991); see also: CACI No. 430 (Substantial Factor Test).

208. Under RICO: “A plaintiff must show that a predicate act was not only the 'but for' cause of injury, but also the proximate cause.” — Bridge v. Phoenix Bond & Indemnity Co., 553 U.S. 639, 654 (2008); see also Anza v. Ideal Steel, 547 U.S. 451 (2006).

### B. CAUSATION PRONG TEST (INTEGRATED WITH INDIVIDUAL DEFENDANTS AND

1     **TESTIMONY)**

2             209. But-for Cause: But for the false representations made by institutional  
3 Defendants—Western Lieutenancy (WL), Queen of Peace Foundation (QOP), EOHSJP, and the  
4 Archdiocese of Los Angeles—as well as the direct actions of Margaret Romano, José H. Gomez,  
5 Roger Mahony, Rosa Cumare, and Bradley Sharp, Plaintiff would not have:

- 6             • Accepted ecclesiastical appointment,  
7             • Performed over \$31 million in services,  
8             • Entered into fiduciary and operational relationships with AUM.

9             These representations included false claims of Vatican guarantees, U.S. accreditation, and full  
10 financial backing. Sworn testimony from Anton Asfar and Jubran Salameh confirms that these  
11 assurances were knowingly false and that LPJ’s global enterprise used U.S.-based fundraising entities  
12 to facilitate a coordinated fraud. (See Exhibits 36, 39).

13            210. Proximate Cause: It was foreseeable—and indeed intended—that false assurances from  
14 California-based religious and nonprofit actors would induce a California resident to perform unpaid  
15 executive labor. Each named individual played a specific role:

- 16            • Romano: donor cultivation, event hosting;  
17            • Gomez and Mahony: Vatican endorsement and appearances;  
18            • Cumare: legal filings and misclassifications;  
19            • Sharp: financial data oversight and approvals.

20            211. Substantial Factor: Each defendant’s contribution—whether through public events, false  
21 tax filings, or wire transfers—was a substantial factor in Plaintiff’s detrimental reliance. Absent their  
22 coordination, the fraudulent fundraising and inducement scheme would not have succeeded.

23            212. Continuing Harm: The scheme’s structure—including the use of false church filings,  
24 offshore conduits like AZ Swiss, restructuring through Mukawer Castle, and post-litigation removals  
25 of directors—has obstructed Plaintiff’s recovery. Asfar and Salameh confirmed the ongoing nature  
26 of the financial architecture, which remained operational even after Plaintiff’s termination.

27     **C. LAWS TRIGGERED BY THIS CAUSAL CHAIN**

28            213. Fraud:

- Cal. Civ. Code §§ 1709–1710 – Misrepresentation and concealment
- Cal. Gov. Code § 12599.6 – Charitable misrepresentation
- Penal Code § 115 – Filing of false instruments (e.g., FTB Form 3500)

214. Civil RICO (18 U.S.C. § 1962(c)):

- Pattern of racketeering activity involving: a. Wire fraud, mail fraud, money laundering b. False charitable filings and concealment
- See: *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479 (1985)

215. Agency Liability:

- Cal. Civ. Code § 2338 – Principal liability for agents
- *Sonora Diamond Corp. v. Superior Court*, 83 Cal.App.4th 523 (2000) – Enterprise operational unity and vertical control

#### **D. STRATEGIC LEVERAGE & STRUCTURAL FRAUD LOOPHOLES**

216. WL’s fraudulent designation as a church (Exhibit 1 – FTB Filing) enabled: a. Unlawful tax-exempt operations, b. Donor deception, c. Regulatory evasion.

217. EOHSJP—the Vatican’s financial command center—controlled all disbursements to LPJ, establishing top-down vertical enterprise control. (See Exhibits 37, 38).

218. QOP functioned as a domestic laundering entity with U.S.-based banking privileges, funneling donations through undisclosed transfers. (See Exhibit 4 – Twal Deposition).

219. The Holy See’s sovereign immunity is pierced under the FSIA commercial activity exception, 28 U.S.C. § 1605(a)(2), due to its cross-border contractual and financial misconduct.

#### **E. FORESEEABILITY AND ENTERPRISE INTENT**

220. The enterprise was intentionally structured to:

- Attract labor, donors, and third-party services under Vatican brand authority,
- Insulate the Holy See and LPJ from legal exposure.

221. Cardinals Fernando Filoni, Pierbattista Pizzaballa, and Vatican finance officials like Michael Feeley participated in a global command structure, knowingly shifting financial and operational risk to parties like Plaintiff. (See Exhibit 37).

222. Entities such as WL, QOP, and Mukawer Castle were designed to operate under U.S.

fundraising laws while protecting Rome from liability.

223. The evidence confirms:

- Defendants' representations were but-for, proximate, and substantial causes of Plaintiff's harm;
- Abuse of nonprofit law, ecclesiastical authority, and charitable exemptions produced foreseeable injury;
- Defendants are jointly liable under California tort, civil RICO, and agency principles.

224. This causal framework supports findings of:

- Civil liability
- Preservation of evidence
- Judicial findings of fraud
- Treble damages and injunctive relief

This causal chain is further supported by the published admissions of Dr. Donata Krethlow-Benziger, EOHSJ Swiss Lieutenant, who confirmed in Vatican-coordinated correspondence (Exhibit 46) that all Holy Land projects are governed by the Grand Magisterium and the Consulta in Rome, including AUM. These statements confirm both the foreseeability and centralized orchestration behind Plaintiff's inducement, harm, and continued obstruction.

## **CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION FRAUDULENT INDUCEMENT**

**(California Civil Code § 1572)**

**Against All California-Based Entity Defendants and DOES 1–100**

225. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint, including all exhibits and supporting declarations.

226. The named California-based entity Defendants—Western Lieutenancy (WL), EOHSJP, Roman Catholic Archbishop of Los Angeles, Roman Catholic Bishop of San Bernardino, and Queen of Peace Foundation (QOP)—engaged in a coordinated and deliberate scheme to fraudulently induce Plaintiff into rendering services, capital, and executive leadership for the benefit of the American University of Madaba (AUM), the Latin Patriarchate of Jerusalem

1 (LPJ), and affiliated Vatican-controlled institutions.

2 227. Through fundraising events, donor appeals, ecclesiastical correspondence, and  
3 in-person assurances in California, Defendants represented that: a. AUM was fully funded by the  
4 Vatican; b. Plaintiff's labor and compensation were guaranteed by ecclesiastical authorities; c.  
5 The university had secured U.S. accreditation and long-term viability. These representations were  
6 made through officers and agents acting within the scope of their authority. (See Exhibits 2, 13B,  
7 16, 22–26).

8 228. These statements were false when made. Internal communications, ecclesiastical  
9 declarations, and leadership memos confirm that LPJ and its affiliates were financially insolvent  
10 and that Vatican guarantees were non-existent. Defendants concealed material facts including:

- 11 • AUM's debts and instability,
- 12 • LPJ's inability to honor its obligations,
- 13 • Absence of enforceable Vatican backing. (See Exhibits 9, 10, 13C, 17–17B, 19).

14 229. Defendants made these false assurances with the intent that Plaintiff rely on them.  
15 Their purpose was to induce Plaintiff to provide essential services, complete infrastructure, and  
16 sustain institutional operations without compensation. Inducements included:

- 17 a. Verbal and written claims of Vatican funding;
- 18 b. False assurances of accreditation;
- 19 c. Ecclesiastical documents issued under the authority of Patriarch Twal and the  
20 Grand Magisterium. (See Exhibits 13B, 24–26).

21 230. Plaintiff reasonably relied on these representations in accepting ecclesiastical  
22 appointment, investing capital, executing operations, and agreeing to multi-year service contracts.  
23 Had Plaintiff known the true financial condition of LPJ and AUM, he would not have undertaken  
24 any engagement.

25 231. As a direct and proximate result of Defendants' fraudulent inducement, Plaintiff  
26 suffered damages exceeding \$31 million, including:

- 27 • Unpaid services and management labor,
- 28 • Unreimbursed infrastructure costs,

1 • Lost opportunities, reputational damage, and contractual disruption. These injuries are  
2 supported by sworn declarations, bank records, appointment letters, and internal  
3 correspondence. (See Exhibits 22–24, 26).

4 232. Non-party ecclesiastical actors—including Fouad Twal and Pierbattista  
5 Pizzaballa—exercised direct financial and contractual control. Although not named due to  
6 jurisdictional limitations, their conduct is imputed to the California defendants under agency,  
7 fiduciary, and enterprise theories. These actors remain indispensable parties under Cal. Code Civ.  
8 Proc. § 389(a) due to their involvement in the same operational and financial scheme.

9 233. Defendants’ conduct violated California Civil Code § 1572, which defines fraudulent  
10 inducement as the use of intentional misrepresentation to cause reliance and injury. This cause of  
11 action is further supported by:

- 12 a. Civ. Code § 1710 (deceit and concealment);  
13 b. Gov. Code § 12599.6(a)(2) (charitable misrepresentation);  
14 c. Bus. & Prof. Code § 17500 (false advertising);  
15 d. Doe v. Holy See, 434 F. Supp. 2d 925 (C.D. Cal. 2005) – ecclesiastical agency;  
16 e. Roman Catholic Bishop of San Diego v. Superior Court, 42 Cal.App.4th 1556 (1996) –  
17 hierarchical structure;  
18 f. Cal. Evid. Code § 452(h) – public ecclesiastical structures as judicially noticeable facts.

19 234. Plaintiffs seek:

- 20 • General and special damages,  
21 • Prejudgment interest,  
22 • Attorneys’ fees where available,  
23 • Declaratory relief, and  
24 • Punitive damages for Defendants’ malicious and intentional fraud.

25  
26 **SECOND CAUSE OF ACTION**

27 **BREACH OF CONTRACT**

28 **Against All California-Based Entity Defendants and**

**DOES 1–100 (Cal. Civ. Code § 3300 et seq.)**

235. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint, including all attached exhibits and sworn declarations.

236. Plaintiff Synergy Select One, LLC (“Synergy”) entered into multiple express and implied agreements with the Latin Patriarchate of Jerusalem (LPJ), the American University of Madaba (AUM), and affiliated entities. These agreements were confirmed through:

- a. Formal ecclesiastical appointments;
- b. Written and notarized correspondence;
- c. Declarations from institutional leaders; and
- d. Repeated acknowledgments of debt and reliance on services. (See Exhibits 24, 25, 26).

237. The California-based Defendants—Western Lieutenancy (WL), EOHSJP, and Queen of Peace Foundation (QOP)—acted as financial agents and fiduciary partners to LPJ and AUM. They materially participated in and ratified these agreements by:

- a. Coordinating donor outreach,
- b. Approving disbursement mechanisms,
- c. Promoting Plaintiff’s involvement through ecclesiastical platforms, and
- d. Transferring funds to support the agreed projects.

238. In reliance on these agreements, Plaintiff Benjamin Seryani undertook full responsibility for AUM’s infrastructure, logistics, and operational systems, including:

- Food service infrastructure
- Scientific laboratories
- Campus utilities and logistics
- Transportation systems
- Emergency procurement
- Payroll funding to cover institutional shortfalls (See Exhibit 26 – Hazboun Declaration, ¶¶ 14–31).

239. LPJ, acting through agents and proxies in both Jordan and California, agreed to compensate Plaintiff for services rendered. Written confirmations from ecclesiastical



1 leadership—including Fr. Emil, Antonio Franco, and Patriarch Twal—acknowledged the  
2 outstanding obligations and committed to payments upon financial stabilization. At no time did  
3 any party dispute the quality or completion of Plaintiff’s work. (See Exhibits 22–25).

4 240. Plaintiff fully performed all contractual obligations. His performance was recognized  
5 and affirmed by:

- 6 a. The LPJ Patriarchate,
- 7 b. The AUM Board of Trustees,
- 8 c. Fr. Emil, d. Dr. George Hazboun,
- 9 e. Other Vatican and LPJ officials. (See Exhibits 24–26).

10 241. Despite full performance, Defendants failed and refused to issue any payments to  
11 Plaintiff. This constitutes a material breach of the express and implied agreements governing  
12 Plaintiff’s services and financial commitments. As a direct and proximate result of this breach,  
13 Plaintiffs suffered damages exceeding \$31 million, including:

- 14 • Compensation for labor and executive services;
- 15 • Capital expenditures and unreimbursed infrastructure investment;
- 16 • Loan disbursements and out-of-pocket payroll funding;
- 17 • Lost opportunities and reputational harm.

18 242. The California-based Defendants are liable as:

- 19 • Ratifying fiduciaries
- 20 • Co-obligors, or
- 21 • Enterprise agents of LPJ and AUM. Each Defendant promoted, benefited from, or  
22 relied upon Plaintiff’s performance to raise funds, solicit donors, or fulfill institutional  
23 objectives.

24 243. Defendants’ refusal to honor the agreement—after benefiting from Plaintiff’s work  
25 and using his name for public promotion—constitutes both breach of contract and bad faith under  
26 California law. (See Civ. Code § 3300 et seq.; see also Cal. Corp. Code §§ 18360, 5231–5233).

27 244. Plaintiffs seek:

- 28 • General and special damages,

- Prejudgment interest,
- Restitution,
- Attorneys’ fees where permitted by law or equity,
- Declaratory relief, and
- Such other relief as this Court deems just and proper.

### **THIRD CAUSE OF ACTION**

#### **CHARITABLE FRAUD (California Government Code § 12599.6)**

#### **Against All California-Based Entity Defendants and DOES 1–100**

245. Plaintiffs reallege and incorporate by reference all preceding allegations, including all exhibits and statutory references.

246. The California-based Defendants—including the Western Lieutenancy (WL), the Western USA Province of the Order (EOHSJP), the Queen of Peace Foundation (QOP), and their agents—solicited and accepted charitable donations from California residents under false pretenses and materially misleading representations.

247. Defendants represented themselves as religious charities operating under valid church status while knowingly functioning as financial pass-through entities for Vatican-controlled projects, including the American University of Madaba (AUM). These representations were made in California through:

- a. FTB Form 3500 applications misclassifying WL as a church (See Exhibit 1 – FTB Filing);
- b. IRS Form 990s filed by QOP omitting material offshore transfers (See Exhibits 11A–11C);
- c. Public fundraising events organized and overseen by entity officers in California (See Exhibit 2 – Romano Deposition);
- d. Legal declarations and correspondence confirming governance oversight (See Exhibits 8, 24, 26).

248. Defendants failed to disclose:

- a. That AUM was insolvent and not Vatican-funded;
- b. That funds were transferred to foreign accounts via unregulated intermediaries (e.g., Mukawer Castle for Education, AZ Swiss SA);
- c. That officers including Margaret Romano and Rosa Cumare had knowledge of these concealments during active fundraising.

249. These acts constitute violations of Government Code § 12599.6, including:

- a. Rosa Cumare, acting as legal counsel and fiduciary for WL, prepared and submitted Form 3500 under penalty of perjury, falsely claiming WL qualified as a religious entity. (See Exhibit 8 – Cumare Declaration).

- b. Margaret Romano, as Chancellor and later Lieutenant of WL, personally hosted fundraising events and distributed promotional materials misrepresenting AUM's Vatican guarantees, accreditation, and solvency. (See Exhibit 2 – Romano Deposition; Exhibit 16 – LA Visit Notes).

- c. Queen of Peace Foundation (QOP) filed IRS Form 990s omitting the foreign disbursement of donations. Records confirm it operated California accounts used for offshore transfers without donor disclosure. (See Exhibits 11A–11D).

250. These actions were taken by officers of public benefit corporations and religious institutions and are therefore subject to heightened fiduciary standards under California law. (See Cal. Corp. Code §§ 5231–5233).

251. As a direct result of this conduct, Plaintiff was misled into associating with organizations that failed to meet their legal and charitable duties. In addition to Plaintiff's individual harm, the public was deceived and charitable trust integrity was undermined.

252. Plaintiffs seek:

- a. Restitution;
- b. Disgorgement of unlawfully obtained funds;
- c. Referral to the California Attorney General (Gov. Code § 12598.9);
- d. Equitable and injunctive relief;
- e. Civil penalties as allowed by law.

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**FOURTH CAUSE OF ACTION**  
**CONSTRUCTIVE FRAUD / BREACH OF FIDUCIARY DUTY**  
**(California Civil Code § 1573)**  
**Against All California-Based Entity Defendants and DOES 1–100**

253. Plaintiffs reallege and incorporate by reference all preceding allegations, exhibits, and statutory authorities as if fully set forth herein.

254. The California-based Defendants—including WL, EOHSJP, QOP, and the Roman Catholic Archbishop of Los Angeles—occupied fiduciary roles within religious and nonprofit governance structures. They were subject to statutory duties under California nonprofit and trust law. (See Cal. Corp. Code §§ 5231–5233; Cal. Prob. Code § 16002).

255. These Defendants exercised control over the solicitation and disbursement of charitable donations, while representing themselves as lawful fiduciaries. They owed duties to:

- a. Donors;
- b. The public (under charitable trust law);
- c. Plaintiff, as a formally appointed operational agent of LPJ, acting under Vatican authority.

256. Constructive fraud under Civ. Code § 1573 arises from breach of duty resulting in prejudice to another. Here, Defendants:

- a. Concealed AUM’s insolvency and lack of Vatican funding;
- b. Knew of the concealed liabilities while soliciting work and donations;
- c. Misused Plaintiff’s labor and name without transparency or compensation.

257. Cumare knowingly submitted false filings; Romano authorized financial reports and events based on false premises; Gomez ratified communications omitting material facts about LPJ's financial condition. (See Exhibits 1, 2, 8, 10, 11D, 13B, 16, 24).

258. These acts breached fiduciary duties of loyalty, good faith, and disclosure.

Defendants reaped institutional gain from Plaintiff's uncompensated performance.

259. Plaintiff's reliance was reasonable. He acted under formal ecclesiastical authority, submitted to church governance, and had no independent access to concealed financial records.

260. As a result, Plaintiff suffered significant damages, including financial loss, reputational harm, and exposure to third-party liability caused by institutional misrepresentations.

261. Plaintiffs seek:

- General and special damages;
- Rescission and restitution;
- Equitable relief;
- Referral to the California Attorney General for breach of fiduciary duty under nonprofit law.

## **FIFTH CAUSE OF ACTION**

### **UNJUST ENRICHMENT / QUANTUM MERUIT**

#### **Against All California-Based Entity Defendants and DOES 1–100**

262. Plaintiffs reallege and incorporate by reference all preceding allegations, exhibits, and legal authorities.

263. From 2011 to 2016, Plaintiff Benjamin Seryani and his wholly owned company Synergy Select One, LLC provided essential services and capital to the American University of Madaba (AUM) and its controlling institutions, including LPJ, WL, EOHSJP, and QOP.

264. These services included planning, procurement, staffing, transportation, infrastructure, logistics, and food systems management. (See Exhibits 24–26).

265. These services were not gifts or voluntary. They were rendered at the explicit and implied request of Defendants, under ecclesiastical authority, and with institutional approval.

266. Defendants accepted and retained the benefit of these services and used Plaintiff's contributions to complete AUM's launch, enhance fundraising, and fulfill regulatory obligations.

267. Despite benefitting from over \$31 million in services and financial support, Defendants have refused to compensate Plaintiff. These resources were used to secure public and

1 donor confidence while concealing Plaintiff's role.

2 268. Under California law, unjust enrichment and quantum meruit require restitution  
3 where one party benefits from another's efforts without compensation. (See *Lectrodryer v.*  
4 *SeoulBank* (2000) 77 Cal.App.4th 723).

5 269. Plaintiff seeks restitution for the reasonable value of services rendered. Alternatively,  
6 Plaintiff seeks quantum meruit damages for fair market labor, time, capital, and expertise.

7 270. Plaintiff also seeks reimbursement for all expenditures incurred in reliance on  
8 ecclesiastical and financial assurances that were knowingly false.

9 271. Plaintiffs respectfully request:

- 10 a. Restitution;
- 11 b. Disgorgement of retained value;
- 12 c. Prejudgment interest;
- 13 d. Equitable relief under California law;
- 14 e. Any further relief the Court deems just and proper.

## 16 **SIXTH CAUSE OF ACTION**

### 17 **CONVERSION**

#### 18 **Against All California-Based Entity Defendants and DOES 1–100**

19 272. Plaintiffs reallege and incorporate by reference all preceding allegations, exhibits,  
20 and statutory authorities as if fully set forth herein.

21 273. Plaintiff Benjamin Seryani and Synergy Select One, LLC owned and controlled  
22 tangible and intangible property used in the performance of their contractual and operational  
23 duties for AUM and affiliated ecclesiastical entities. This property included, but was not limited  
24 to:

- 25 a. Transportation vehicles (buses, vans);
- 26 b. Scientific laboratory equipment;
- 27 c. Construction tools and fixed installations;
- 28 d. Confidential procurement and planning records;

- e. Food and beverage equipment and assets;
- f. Proprietary project data and internal reports.

274. These assets were developed, acquired, and deployed at Plaintiffs' expense. They were held for the benefit of the AUM project, under Plaintiffs' management authority, as formally appointed by the LPJ and endorsed by AUM leadership. (See Exhibits 24–26).

275. Following the breakdown of the relationship and the onset of litigation, Defendants including WL, QOP, EOHSJP, and agents acting under LPJ direction took possession of Plaintiffs' property without consent, legal justification, or compensation. These seizures occurred through:

- a. Denial of site access;
- b. Refusal to return or account for capital items;
- c. Misuse of confidential project files for independent continuation of work.

276. Exhibits confirm that Plaintiffs' authority was still in force when Defendants seized or redirected these assets. Internal emails, declarations, and records show that Defendants knew of Plaintiffs' ownership, yet took actions inconsistent with his rights. (See Exhibits 23, 24, 26).

277. These confiscatory acts of the California Defendants and their agents, along with non-party foreign co-conspirators, constitute unlawful conversion under California law. The elements of conversion are:

- a. Ownership or right to possession by Plaintiffs;
- b. Wrongful disposition or interference with that property;
- c. Resulting damages. (See *Burlesci v. Petersen* (1998) 68 Cal.App.4th 1062).

278. Plaintiffs estimate that the value of the converted assets exceeds \$6.7 million, including loss of hardware, strategic data, infrastructure, and operational assets.

279. Defendants' actions were taken willfully, with knowledge of Plaintiffs' ownership interests, and in disregard of Plaintiffs' rights. These actions also supported subsequent fundraising efforts by LPJ and California-based entities, further compounding the harm.

280. Plaintiffs respectfully request:

- a. Return of converted property where feasible;

- b. Monetary damages equal to the value of all misappropriated items;
- c. Punitive damages for willful disregard and bad faith;
- d. Interest and costs as permitted by law.

## **SEVENTH CAUSE OF ACTION**

### **MONEY HAD AND RECEIVED**

#### **Against All California-Based Entity Defendants and DOES 1–100**

281. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this Complaint.

282. Plaintiffs provided substantial services, financial advances, and logistical infrastructure for the benefit of AUM, LPJ, and affiliated religious institutions. These contributions were made at the request or with the knowledge of the California-based entity Defendants, including WL, EOHSJP, QOP, and the Roman Catholic Archbishop of Los Angeles.

283. These Defendants received money directly and indirectly attributable to Plaintiffs' labor, investment, and management through:

- a. Solicited charitable donations raised using Plaintiffs' name and success;
- b. Bank account inflows tied to Plaintiff-led fundraising;
- c. Project reimbursements and deferred payments advanced by Plaintiff;
- d. Capital investments redirected to affiliated accounts.

284. Plaintiffs did not volunteer these contributions nor provide them as gifts. All services were rendered pursuant to implied and express contractual agreements. Defendants accepted the benefit of these contributions and retained associated funds without providing payment or proper accounting.

285. Defendants used these funds to:

- a. Promote AUM as an institution already completed by Plaintiff;
- b. Satisfy internal and external budgetary shortfalls;
- c. Finance events, public relations, and charitable campaigns; d. Avoid payroll defaults and operational collapse.



286. Despite repeated demands for repayment, Defendants have failed to account for, return, or compensate Plaintiff for the value of monies received, services rendered, and infrastructure delivered. (See Exhibits 22–26).

286. The cause of action for money had and received lies where:

- a. A party receives money that belongs to another;
- b. It is unjust for the party to retain it.

287. Plaintiffs estimate that the value of funds and services unjustly retained by Defendants exceeds \$10 million. Plaintiffs are entitled to full repayment, an accounting, and restitution for any unreported use of funds attributable to his work or financial contributions.

288. Plaintiffs respectfully request:

- a. An order of full restitution;
- b. Disgorgement of retained funds;
- c. An accounting of donations received and distributed in connection with Plaintiffs' work;
- d. Interest and other relief the Court deems proper.

## EIGHTH CAUSE OF ACTION

## FRAUDULENT TRANSFER / CONCEALMENT

**(California Civil Code § 3439.04)**

## Against All California-Based Financial Defendants and DOES 1–100

289. Plaintiffs reallege and incorporate by reference all preceding paragraphs, including all referenced exhibits and allegations.

290. Defendants—including WL, EOHSJP, QOP, and affiliated financial agents — knowingly engaged in the transfer, concealment, and restructuring of assets and donor funds with the actual intent to hinder, delay, or defraud Plaintiff Seryani as a creditor. These Defendants:

- a. Used charitable and religious nonprofit structures to shield donor funds;
- b. Diverted California-raised contributions to offshore accounts and undisclosed entities;

1 c. Reorganized LPJ-controlled operations under shell companies (e.g., Mukawer  
2 Castle and the Vatican Foundation St. John the Baptist);  
3 d. Removed key officers from California Secretary of State filings post-litigation to  
4 obscure accountability. (See Exhibits 11D, 12, 14A–14C, 27).

5 291. These actions occurred while Defendants retained assets derived from Plaintiffs’  
6 work and while knowingly withholding outstanding compensation. (See Exhibits 22–26).

7 292. Under California Civil Code § 3439.04, a transfer is fraudulent as to a creditor if it is:  
8 a. Made with actual intent to hinder, delay, or defraud any creditor of the debtor; or  
9 b. Made without receiving reasonably equivalent value, while incurring debts  
10 beyond the ability to pay.

11 293. LPJ, acting through its U.S.-based agents, transferred millions of dollars through  
12 QOP and WL to undisclosed foreign recipients while:  
13 a. Failing to report these transfers in IRS Form 990s;  
14 b. Failing to compensate Plaintiffs;  
15 c. Misrepresenting charitable use of funds. (See Exhibits 11A–11D, 14C, 27).

16 294. These transfers were made:  
17 a. To related parties;  
18 b. Without adequate transparency;  
19 c. In anticipation of litigation or after Plaintiff raised formal claims;  
20 d. With the intent of frustrating Plaintiffs’ recovery.

21 295. Concealment was further confirmed by:  
22 a. Internal emails instructing AUM and LPJ not to reference Mukawer Castle (Ex.  
23 27);  
24 b. Removal of Fr. Poggi from QOP California filings post-filing (Ex. 14C);  
25 c. Use of undisclosed Swiss-based banking structures (Ex. 12).

26 296. These acts meet the criteria for actual and constructive fraudulent transfer under  
27 California law. Defendants knowingly retained the benefits of Plaintiffs’ work while diverting  
28 assets and obstructing recovery.

1           297. Plaintiffs respectfully request:

- 2                   a. A declaration that all subject transfers are fraudulent and void;
- 3                   b. Recovery of the assets or equivalent monetary value;
- 4                   c. Full accounting of all concealed or diverted transfers;
- 5                   d. Punitive damages where applicable;
- 6                   e. Attorneys' fees and costs under California's Uniform Voidable Transactions
- 7                   Act.

8

9                                   **NINTH CAUSE OF ACTION**

10                                   **RICO VIOLATION**

11                                   **(18 U.S.C. § 1962(c))**

12                   **Against All California-Based Entity Defendants and DOES 1–100**

13           298. Plaintiffs reallege and incorporate by reference all preceding paragraphs and exhibits.

14           299. Defendants—including WL, EOHSJP, QOP, and the Roman Catholic Archbishop of

15 Los Angeles—constituted an enterprise within the meaning of 18 U.S.C. § 1961(4), operating

16 through an association-in-fact to execute:

- 17                   a. Financial concealment;
- 18                   b. Fraudulent inducement;
- 19                   c. Asset shielding;
- 20                   d. Retaliatory conduct against Plaintiff.

21           300. The enterprise's activities affected interstate and international commerce, including:

- 22                   a. Solicitation of donations across state lines;
- 23                   b. Use of California-based banks to transmit funds offshore;
- 24                   c. Engagement with Vatican authorities and Swiss financial institutions;
- 25                   d. Cross-border financial and digital communications.

26           301. Defendants participated in a pattern of racketeering activity, in violation of 18 U.S.C.

27 § 1962(c), including:

- 28                   a. Wire Fraud (§ 1343): Use of emails and online platforms to promote false

Vatican guarantees and project solvency (See Exhibits 13B, 16, 17–17B, 19, 21–23);

b. Money Laundering (§ 1956): Routing donations via QOP, WL, and offshore intermediaries like AZ Swiss and Mukawer Castle (See Exhibits 11A–11D, 12, 27);

c. Structuring (§ 5324): Financial disbursements segmented to avoid detection, misclassified under IRS and FTB standards (See Exhibits 1, 8, 11C);

d. Obstruction of Justice (§ 1503): Alteration of records, removal of fiduciaries (e.g., Fr. Poggi), and concealment of enterprise documents (See Exhibits 14A–14C, 22–24).

302. These predicate acts form a pattern of racketeering activity under 18 U.S.C. § 1961(5), characterized by continuity, relatedness, and operational coordination across multiple years.

303. The enterprise had an identifiable structure and command hierarchy:

- a. Vatican command through the Grand Magisterium;
- b. Coordination through LPJ;
- c. Implementation by WL, EOHSJP, and QOP;
- d. Execution by California-based fiduciary agents. (See Exhibits 4A, 5, 6, 10, 25, 26).

304. Plaintiffs were directly harmed by the enterprise through:

- a. Over \$31 million in unpaid labor, contracts, and services;
- b. Confiscation of property and intellectual capital;
- c. Reputational and professional injury;
- d. Delay, retaliation, and litigation obstruction.

305. Plaintiffs seek relief under 18 U.S.C. § 1964(c), including:

- a. Treble damages;
- b. Reasonable attorneys' fees and costs;
- c. Restitution of misappropriated property or value;

1 d. Injunctive relief to prevent ongoing racketeering; e. Such other equitable relief  
2 as the Court deems just and proper.  
3  
4  
5

6 **TENTH CAUSE OF ACTION**

7 **CIVIL CONSPIRACY**

8 **Against All California-Based Entity Defendants and DOES 1–100**

9 306. Plaintiffs reallege and incorporate by reference all preceding allegations and exhibits.

10 307. Defendants—including WL, EOHSJP, QOP, and associated nonprofit  
11 fiduciaries—entered into an agreement to commit wrongful acts, including:

- 12 a. Fraud;
- 13 b. Concealment of financial misconduct;
- 14 c. Obstruction of justice;
- 15 d. Misrepresentation of institutional authority;
- 16 e. Interference with Plaintiffs’ recovery.

17 308. The objectives of this conspiracy were to:

- 18 a. Induce Plaintiff into providing uncompensated services;
- 19 b. Conceal AUM’s and LPJ’s true financial condition;
- 20 c. Obstruct Plaintiff’s access to legal or ecclesiastical remedies;
- 21 d. Retain control over California-sourced donations;
- 22 e. Reorganize entities to suppress liability post-litigation.

23 309. Each Defendant knowingly participated in this conspiracy and committed overt acts  
24 in its furtherance, including:

- 25 a. Submitting false tax-exempt applications and financial records (Exhibits 1, 8,  
26 11A–11C);
- 27 b. Hosting and promoting events based on false premises (Exhibits 2, 16);
- 28 c. Reorganizing corporate structures to avoid accountability (Exhibits 14A–14C,

27);

d. Coordinating cross-border communications with Vatican and financial officials  
(Exhibits 17–17B, 22–23).

310. The conspiracy directly caused Plaintiff:

- a. Financial loss;
- b. Property confiscation;
- c. Reputational harm;
- d. Denial of agreed compensation.

311. Under California law, a claim for civil conspiracy arises when:

- a. Two or more parties agree to commit a tort;
- b. One or more overt acts are committed;
- c. Plaintiff suffers damage. (See *Applied Equipment Corp. v. Litton Saudi Arabia Ltd.* (1994) 7 Cal.4th 503).

312. Each Defendant is jointly and severally liable for all damages arising from acts undertaken in furtherance of the conspiracy, regardless of whether they personally committed each act.

313. Plaintiffs respectfully request:

- a. Compensatory and general damages;
- b. Punitive damages for willful and malicious conduct;
- c. Attorneys' fees and costs where permitted;
- d. Such other relief as the Court deems just and proper.

## **ELEVENTH CAUSE OF ACTION**

### **DECLARATORY RELIEF / RESCISSION / RESTITUTION**

**(California Code of Civil Procedure § 1060 and California Equitable Principles)**

**Against All California-Based Entity Defendants and DOES 1–100**

314. Plaintiffs reallege and incorporate by reference all preceding allegations, exhibits, and causes of action as though fully set forth herein.

1           315. An actual controversy exists between Plaintiffs and Defendants concerning the  
2 validity, enforceability, and legality of various contracts, arrangements, and fiduciary obligations  
3 entered into between the parties. These include but are not limited to:

- 4           a. Contractual appointments executed under ecclesiastical authority;
- 5           b. Infrastructure, procurement, and service agreements tied to AUM;
- 6           c. Executive and fiduciary labor provided by Plaintiff;
- 7           d. Nonprofit and charitable solicitation activities in California;
- 8           e. Oversight duties exercised under the guise of ecclesiastical hierarchy.

9           316. Plaintiffs contend that these agreements were induced by fraud, misrepresentation,  
10 concealment, and the unlawful use of nonprofit and religious legal structures. As such, the  
11 contracts are void or voidable, and the associated benefits were unjustly retained.

12          317. Plaintiffs seek a judicial declaration that:

- 13           a. Defendants' contracts and obligations obtained through fraud are unenforceable;
- 14           b. Equitable remedies are required to prevent unjust enrichment;
- 15           c. Plaintiffs are entitled to rescission and restitution.

16          318. Plaintiffs are further entitled to:

- 17           a. Declaratory relief invalidating all agreements induced by fraud;
- 18           b. Rescission of all contractual obligations resulting from misrepresentation or  
19 concealment;
- 20           c. Restitution of financial and material contributions made in reliance on those  
21 false representations;
- 22           d. Disgorgement of funds and property derived from Plaintiff's labor and  
23 investments;
- 24           e. Injunctive and equitable relief as needed to restore the parties to their  
25 pre-contractual position.

26          319. Pursuant to California Code of Civil Procedure § 1060, the Court has full authority to  
27 adjudicate the rights and duties of the parties and issue a declaration that:

- 28           a. The contested agreements are invalid;

- b. Defendants have breached fiduciary obligations;
- c. Plaintiff is entitled to full restitution and equitable compensation.

320. Plaintiffs respectfully request the following relief:

- a. A judicial declaration that all contracts and fiduciary arrangements induced by fraud are void or voidable;
- b. Full rescission of unconscionable obligations;
- c. Restitution of all labor, funds, property, and professional value rendered by Plaintiff;
- d. Disgorgement of profits and donations obtained through Plaintiff's work and name;
- e. Prejudgment interest and costs as permitted by law;
- f. Any other relief this Court deems just and proper.

#### **PRAYER FOR RELIEF**

##### **Against All Defendants — Entity and Individual — Jointly and Severally**

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in favor of Plaintiffs and against all Defendants, including the individual Defendants named herein (Margaret Romano, José H. Gomez, Roger Mahony, Rosa Cumare, and Bradley Sharp), in both their personal and representative capacities, jointly and severally, and award the following:

##### **A. Total Damages Claimed: \$426,700,000, based on the following components:**

- 1. Compensatory Damages – \$55,000,000 For labor, infrastructure, services rendered, unreimbursed expenses, and operational disruption. (Cal. Civ. Code §§ 3281, 3300; Frances T. v. Village Green Owners Assn. (1986) 42 Cal.3d 490)
- 2. Restitution and Disgorgement – \$25,000,000 For donor reliance, goodwill, and misappropriated charitable value. (Cal. Bus. & Prof. Code § 17203; Civ. Code §§ 2223–2224; Lynch v. Redfield Foundation (1970) 9 Cal.App.3d 293)
- 3. Conversion of Property – \$6,700,000 For unlawful retention and use of Plaintiffs'



vehicles, equipment, data, and operations. (*Burlesci v. Petersen* (1998) 68 Cal.App.4th 1062; Civ. Code §§ 3336, 3422)

4. Emotional Distress Damages – \$5,000,000 For retaliation, concealment, humiliation, and ecclesiastical abuse. (*Molko v. Holy Spirit Assn.* (1988) 46 Cal.3d 1092; *Cochran v. Cochran* (1998) 65 Cal.App.4th 488)

5. Punitive Damages – \$110,000,000 For fraud, oppression, retaliation, false filings, and abuse of power. (Cal. Civ. Code § 3294; *White v. Ultramar* (1999) 21 Cal.4th 563)

6. Treble Damages (Civil RICO) – \$150,000,000 For predicate acts including wire fraud, laundering, structuring, and obstruction.

(18 U.S.C. § 1964(c); *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479 (1985); *Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158 (2001))

7. Statutory Penalties – \$75,000,000, for violations including:

- o Charitable misrepresentation and nonprofit abuse (Gov. Code § 12599.6; Corp. Code §§ 5231–5233)

- o False advertising (Bus. & Prof. Code §§ 17206, 17500)

- o Tax and nonprofit reporting fraud (Rev. & Tax Code §§ 19706, 23701d)

- o False instrument filing and aiding/abetting (Pen. Code §§ 115, 31)

**B. Permanent Injunction**, barring Defendants from:

- a. Operating, managing, or soliciting funds for any religious or nonprofit entity within California;

- b. Engaging in charitable solicitation without independent audits and donor disclosures;

- c. Conducting international transfers involving donor funds without financial transparency.

**C Declaratory Relief**, declaring:

- 1. All contracts and fiduciary arrangements induced by fraud to be null and void;

- 2. Assignments and obligations obtained by deception to be rescinded in equity. (Cal. Code Civ. Proc. § 1060)

**D. Attorneys’ Fees and Costs**, including expert witness fees, litigation costs, and statutory

entitlements. (Cal. Code Civ. Proc. §§ 1021.5, 1032, 1033.5; 18 U.S.C. § 1964(c))

**E. Prejudgment Interest**, on all compensatory and restitutionary awards, as provided by law.

**F.** Any other relief the Court deems just, proper, and equitable under California and federal law, to ensure full restoration, deterrence, and protection of public trust.

DATED: March 31, 2025

LAW OFFICES OF ROBERT J. SPITZ

*Robert J. Spitz*

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

ROBERT J. SPITZ, Attorney for Plaintiffs,  
BENJAMIN SERYANI and SYNERGY SELECT ONE,  
LLC

**VERIFICATION**

I have read the foregoing VERIFIED FIRST AMENDED COMPLAINT and know its contents.

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

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

EXECUTED on March 28, 2025, at March Air Force Base, California.

*Ben Seryani*

Benjamin Seryani

# EXHIBIT 1



STATE OF CALIFORNIA  
**Franchise Tax Board**  
DISCLOSURE SECTION MS A181  
PO BOX 1468  
SACRAMENTO CA 95812-1468

chair **Betty T. Yee** | member **Antonio Vazquez** | member **Keely Bosler**

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March 22, 2021

ROBERT J SPITZ  
LAW OFFICE OF ROBERT J SPITZ  
204 N SAN ANTONIO AVE  
ONTARIO CA 91762

RE: Benjamin Seryani, et al., v. The Holy See, et al. San Bernardino County Superior Court,  
Case No. CIVDS1925212

Dear Mr. Spitz:

We are responding to your Deposition Subpoena (copy enclosed), received March 11, 2021 by the Franchise Tax Board's (FTB) Disclosure Office requesting documents, returns, and applications related to the exempt status of the Western USA Lieutenancy Of The Equestrian Order Of The Holy Sepulchre of Jerusalem.

Pursuant to the order, enclosed is the FTB 3500 Exemption Application, supporting papers, and FTB's Determination Letter available for the exempt organization named above.

After a search of our records, there are no other documents responsive to this order.

We have enclosed a Declaration of Custodian of Records with original signature.

If we can be of further assistance, you may contact us at the telephone number below.

Sincerely,

Lilly Smith  
Disclosure Specialist  
(916) 845-7128

Enclosures

CASE #:21-00202

RECEIVED

Mar 11, 2021

SUBP-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Robert J. Spitz, Esq. 067643 Law Office of Robert J. Spitz 204 N. San Antonio Avenue Ontario, CA 91762 TELEPHONE NO.: (909) 395-0909 FAX NO.: (909) 395-9535 E-MAIL ADDRESS: sharee@robertspitzlaw.com ATTORNEY FOR (Name): BENJAMIN SERYANI and SYNERGY SELECT ONE SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West Third Street MAILING ADDRESS: 247 West Third Street CITY AND ZIP CODE: San Bernardino, CA 92415-0210 BRANCH NAME: Central District PLAINTIFF/PETITIONER: Benjamin Seryani, et. al. DEFENDANT/RESPONDENT: The Holy See, et. al.	BY: DISCLOSURE OFFICE FOR COURT USE ONLY Rec'd By: <i>[Signature]</i> Date: 2/23/2021 Time: 4:38 pm
DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS	CASE NUMBER: CIVDS1925212

THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of deponent, if known):  
 Custodian of Records for the California Franchise Tax Board; 9646  
 Butterfield Way, Sacramento, CA 95827

1. YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:

To (name of deposition officer): Robert J. Spitz  
 On (date): March 24, 2021 At (time): 10:00 a.m.  
 Location (address): 204 N. San Antonio Ave., Ontario, CA 91762

Do not release the requested records to the deposition officer prior to the date and time stated above.

- ☒ by delivering a true, legible, and durable copy of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.
  - ☐ by delivering a true, legible, and durable copy of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b).
  - ☐ by making the original business records described in item 3 available for inspection at your business address by the attorney's representative and permitting copying at your business address under reasonable conditions during normal business hours.
2. The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code section 1561.
3. The records to be produced are described as follows (if electronically stored information is demanded, the form or forms in which each type of information is to be produced may be specified):  
 See Attachment 3

☒ Continued on Attachment 3.

4. IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, AND CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.
- DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: 02/18/2021

Robert J. Spitz [SBN 067643]

(TYPE OR PRINT NAME)

*[Signature]*  
 Attorney for Plaintiff

(SIGNATURE OF PERSON ISSUING SUBPOENA)

(Proof of service on reverse)

(TITLE)

Page

PLAINTIFF/PETITIONER: Benjamin Seryani, et. al.	CASE NUMBER: CIVDS1925212
DEFENDANT/RESPONDENT: The Holy See, et. al.	

**PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR  
PRODUCTION OF BUSINESS RECORDS**

1. I served this *Deposition Subpoena for Production of Business Records* by personally delivering a copy to the person served as follows:

- a. Person served (name):
- b. Address where served:
- c. Date of delivery:
- d. Time of delivery:
- e. (1) ☐ Witness fees were paid.  
Amount:..... \$ \_\_\_\_\_
- (2) ☐ Copying fees were paid.  
Amount:..... \$ \_\_\_\_\_
- f. Fee for service:..... \$ \_\_\_\_\_

2. I received this subpoena for service on (date):

3. Person serving:

- a. ☐ Not a registered California process server.
- b. ☐ California sheriff or marshal.
- c. ☐ Registered California process server.
- d. ☐ Employee or independent contractor of a registered California process server.
- e. ☐ Exempt from registration under Business and Professions Code section 22350(b).
- f. ☐ Registered professional photocopier.
- g. ☐ Exempt from registration under Business and Professions Code section 22451.
- h. Name, address, telephone number, and, if applicable, county of registration and number:

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

(For California sheriff or marshal use only)  
I certify that the foregoing is true and correct.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(SIGNATURE)

(SIGNATURE)

**Attachment 3**

All requests pertain to the following ORGANIZATION:

Name:	Western USA Lieutenancy of The Equestrian Order of The Holy Sepulchre of Jerusalem
Address:	555 West Temple Street Los Angeles, CA 90012
Entity Identification Number:	8120725

**Document Requests:**

- 1) All documents submitted to the Franchise Tax Board by the ORGANIZATION in order to acquire or maintain its tax exempt status.
- 2) All documents sent to the ORGANIZATION by the Franchise Tax Board regarding the ORGANIZATION's tax exempt status.
- 3) All Tax Returns, together with all related schedules and attachments, filed by the ORGANIZATION between January 2010 and the present time.
- 4) All applications for, and renewals of, tax exempt status submitted to the Franchise Tax Board by the ORGANIZATION.
- 5) All documents submitted by the ORGANIZATION to report any changes in the ORGANIZATION's operation, character, purpose, name, or address, between January 2010 and the present time.





STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
DISCLOSURE OFFICE MS A181  
PO BOX 1468  
SACRAMENTO, CA 95812-1468

chair **Betty T. Yee** | member **Antonio Vazquez** | member **Keely Bosler**

---

**DECLARATION OF CUSTODIAN OF RECORDS (California Evidence Code Section 1561)**

**Regarding:** Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre  
CCN 8120725

**Location:** State of California, Franchise Tax Board

I, the undersigned, being the duly authorized Custodian of Records and having authority to certify the record declare the following (please check the appropriate boxes):

☒ CERTIFICATION OF RECORDS PROVIDED

The records were prepared by the personnel of the business in the ordinary course of business at or near the time of the act, condition, or event. The ☒ photocopied ☐ electronic records submitted herewith are true copies of the complete records.

Certain records were omitted because:

☐ CERTIFICATION OF NO RECORDS

A thorough search of our files, carried out under my direction and control revealed no documents, records, or other items listed in the Subpoena \*/authorization presented to me. It is understood that such records may exist under another spelling, name or classification, but with the information provided to our office and to the best of my knowledge, no such records exist.

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

Executed on March 18, 2021, at Sacramento, California.

---

Lilly Smith  
Disclosure Specialist

RECEIVED JUN 30 2018

CALIFORNIA FORM

3500

## Exemption Application

## Organization Information

California Secretary of State corporation or file number <b>8120725</b>		FEIN 6 1 - 1 4 4 2 2 4	
Name of organization as shown in the organization's creating document Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem		Web address www.eohsjwesternusa.org	
Address (suite, room, or PMB no.) 555 West Temple Street			
City Los Angeles		State CA	ZIP code 90012
Telephone ( 213 ) 626-0776	Second telephone ( ) ( ) ( ) ( ) ( ) ( )	Fax ( ) ( ) ( ) ( ) ( ) ( )	

## Representative Information

Name of representative Rosa M. C. Cumare		Email address rcumare@cumarelaw.com	
Address (suite, room, or PMB no.) 301 North Lake Avenue, Suite 810			
City Pasadena		State CA	ZIP code 91101
Telephone ( 626 ) 432-7320	Second telephone ( 626 ) 348-6440	Fax ( 626 ) 432-7316	

## General Questions

## Part I Organizational Structure

Check the box for the type of organization and provide the listed documents. If the listed documents are not provided, the organization's request for exemption will be delayed, or denied. Copies are acceptable.

- ☐ California Corporation – incorporated through the California Secretary of State (SOS). See General Information E, Incorporated Organizations. Provide the articles of incorporation, including any amendments stamped by the California SOS, and the corporation's bylaws or other code of regulations.
- ☐ Foreign Corporation – See General Information F, Foreign Corporations.  
If the corporation qualified through the California SOS: Provide the Statement and Designation by Foreign Corporation, stamped articles of incorporation including all amendments from the state of incorporation, the corporation's bylaws or other code of regulations, and the federal exemption determination letter.  
If the organization is not qualified through the California SOS: Provide a letter of good standing from the state of incorporation, the stamped articles of incorporation and all amendments from the state of incorporation, the corporation's bylaws or other code of regulations, and the federal exemption determination letter.
- ☒ Unincorporated Association – not incorporated through the California SOS. See General Information G, Unincorporated Associations. Provide the constitution, articles of association, bylaws or other code of regulations with specific language, and signed by the board of directors or other governing body.
- ☐ Trust – See General Information H, Trusts. Provide the trust instrument, any amendments and the trust's federal exemption determination letter.
- ☐ Limited Liability Company (LLC) – See General Information I, Limited Liability Companies.  
If the LLC is registered in California: Provide the articles of organization (LLC-1), and any amendments stamped by the California SOS, and the operating agreement.  
If the LLC is a foreign LLC registered in California: Provide the Application to Register a Foreign Limited Liability Company (Form LLC-5), letter of good standing from the state of incorporation, articles of organization from the state of incorporation including any amendments, and the operating agreement.

Be sure to include the \$25 application fee. Using black or blue ink, make the check or money order payable to the "Franchise Tax Board." Do not send cash. Make all checks or money orders payable in U.S. dollars and drawn against a U.S. financial institution. Mail form FTB 3500 to: EXEMPT ORGANIZATIONS UNIT MS F-120, FRANCHISE TAX BOARD, PO BOX 1286, RANCHO CORDOVA, CA 95741-1286.

Under penalties of perjury, I declare that I have examined this application, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

6/9/16 DATE	 SIGNATURE OF OFFICER OR REPRESENTATIVE	Lieutenant TITLE
----------------	--	---------------------

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho Corp Number/SOS file number: \_\_\_\_\_

**Part II Narrative of Activities**

- 1 Has the organization already received tax-exempt status under IRC Sections 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(6), or 501(c)(7) at the federal level? ..... 1 ☒ Yes ☐ No  
If "Yes," the organization may choose to file form FTB 3500A, Submission of Exemption Request, if the tax-exempt status was not previously revoked. For more information, get form FTB 3500A.  
If "No," continue.
- 2 Enter the California Revenue and Taxation Code (R&TC) section that best fits the organization's purpose/activity. See the Exempt Classification Chart on page 5. .... 2 R&TC Section 23701 d
- 3 Enter the date the organization formed ..... 3 0 9 / 1 6 / 1 9 7 3  
mm / dd / yyyy
- 4 Was the organization formed in another state? ..... 4 ☐ Yes ☒ No  
If "Yes," answer question 4a and question 4b.  
a List the state where the organization was formed ..... 4a \_\_\_\_\_  
b Is the organization qualified through the California SOS? ..... 4b ☐ Yes ☐ No  
If "Yes," enter the date qualified ..... mm / dd / yyyy
- 5 What is the organization's annual accounting period ending? (must end on the last day of the calendar or fiscal year) ..... 5 1 2 / 3 1  
mm / dd
- 6 What is the primary purpose of the organization?  
The Western USA Lieutenancy (Lieutenancy) was established by the Equestrian Order of the Holy Sepulchre of Jerusalem (EOHSJ), which is headquartered in the Vatican. EOHSJ is a lay Roman Catholic membership organization under the jurisdiction of the Holy See, in accordance with Canon law. EOHSJ operates through Lieutenancies in various countries around the world, including the United States. Its primary purpose is to affirm and strengthen the practice of Christian life in the members of the Order. EOHSJ's activity consists of supporting religious, charitable, cultural and social works in the Holy Land in active collaboration with the Latin Patriarchate of Jerusalem ("Latin Patriarch" is the title given to the Roman Catholic Archbishop of Jerusalem). The Patriarchate encompasses the State of Israel, the Palestinian territories, Jordan and Cyprus. The Lieutenancy's territorial jurisdiction covers Southern California, Southern Nevada, Arizona, Utah and Hawaii.
- 7 Is the organization currently conducting, or plan to conduct activities? ..... 7 ☒ Yes ☐ No  
If "Yes," enter the date the activities began, or will begin ..... 0 9 / 1 6 / 1 9 7 3  
mm / dd / yyyy  
If "No," explain why the organization is not planning any activities.

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho

Corp Number/SOS file number: \_\_\_\_\_

**Part II Narrative of Activities (continued)**

- 8 Describe the organization's past, present, and planned activities below. Do not merely refer to or repeat the language in the organizational document. List each activity separately, in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include a:
- a Detailed description of the activity, including its purpose and how it furthers the organization's exempt purpose.
  - b Detailed description of when the activity was or will be initiated.
  - c Detailed description of where and by whom the activity will be conducted.

See Exhibit C

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho Corp Number/SOS file number: \_\_\_\_\_

**Part III Financial Data**

Complete the financial statement for the current year and for each year you are applying for tax-exempt status. For additional years attach separate sheets and see page 5 for more information. List the account period beginning to the account period ending. Example: mm/yyyy.

	Current Tax Year/Proposed Budget		From	From	Total
	From 01/2016 To 03/2016	From 01/2016 To 12/2016			
<b>RECEIPTS</b>					
Gifts, grants, and contributions received	1,440,340	2,031,935			
Fundraising	0	0			
Membership income, dues, and assessments	0	0			
Nonmembership income	0	0			
Gross amounts derived from activities not related to exempt purposes	0	0			
Gross receipts from admissions	0	0			
Gross receipts from commissions	0	0			
Gross receipts from advertising	0	0			
Gross receipts from sale of merchandise	0	0			
Gross receipts from services provided	0	0			
Gross investment income	0	-10,395			
Gross receipts from furnishing of facilities	0	0			
Gross royalty income	0	0			
Gross rental income	0	0			
Gain or loss from sale of capital assets	0	0			
Other income (attach sheet itemizing each type)	0	0			
<b>TOTAL RECEIPTS</b>	<b>1,440,340</b>	<b>2,021,000</b>			

**EXPENSES**

Expenses directly related to the organization's exempt purposes	181,493	1,299,024			
Expenses not related to the organization's exempt purposes/activities	0	0			
Contributions, gifts, grants, and similar amounts paid (attach schedule)	0	0			
Disbursements to or for member benefit (attach schedule)	0	0			
Compensation of officers	0	0			
Compensation of directors	0	0			
Compensation of trustees	0	0			
Professional fees/private contractors	45,000	69,138			
Other salaries and wages	0	0			
Rental expenses (occupancy)	2,817	7,000			
Fundraising expenses	0	0			
Advertising expenses	0	0			
Other (including all operational and administrative expenses - attach sheet)	6,783	60,412			
<b>TOTAL EXPENSES</b>	<b>236,093</b>	<b>1,435,574</b>			

**EXCESS OF RECEIPTS OVER EXPENSES** .....

1,204,247 585,426

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho

Corp Number/SOS file number: \_\_\_\_\_

**Part III Continued****Balance Sheet (for the organization's most recently completed tax year)****Assets****Year End:**

1 Cash .....	1	1,044,855
2 Accounts receivable, net .....	2	0
3 Inventories .....	3	0
4 Bonds and notes receivable .....	4	625,355
5 Corporate stocks .....	5	0
6 Loans receivable .....	6	0
7 Other investments .....	7	0
8 Depreciable and depletable assets .....	8	0
9 Land .....	9	0
10 Other assets (attach an itemized list) .....	10	0
11 Total assets (add line 1 through line 10) .....	11	1,670,210
<b>Liabilities</b>		
12 Accounts payable .....	12	0
13 Contributions, gifts, grants, etc., payable .....	13	0
14 Mortgages and notes payable .....	14	0
15 Other liabilities .....	15	0
16 Total liabilities (add line 12 through line 15) .....	16	0
<b>Fund Balances or Net Assets</b>		
17 Total fund balances or net assets .....	17	1,670,210
18 Total liabilities and fund balances or net assets (add line 16 and line 17) .....	18	1,670,210

19 Has there been any substantial change in the organization's assets or liabilities since the end of the period shown above? If "Yes," explain .....

19 ☐ Yes ☒ No

**Part IV Officers, Directors and Trustees**

List names, titles, and mailing addresses of all officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet.

Name	Title	Mailing Address	Compensation Amount (annual actual or estimated)
Michael Scott Feeley	Lieutenant	555 West Temple Street Los Angeles, CA 90012	0
Margaret Romano	Chancellor	555 West Temple Street Los Angeles, CA 90012	0
Rita Liebelt	Treasurer	555 West Temple Street Los Angeles, CA 90012	0
Diane Grange	Secretary	555 West Temple Street Los Angeles, CA 90012	0
Cardinal Roger Mahony	Grand Prior	555 West Temple Street Los Angeles, CA 90012	0

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho

Corp Number/SOS file number: \_\_\_\_\_

**Part IV Officers, Directors and Trustees (continued)**

Will any incorporator, founder, board member or other person(s) or entity:

- 1 Share any facilities with the organization? ..... 1 ☐ Yes ☒ No

If "Yes," describe the facility and state any rents charged.

Name	Title	Facility Description	Address	Rent charged
			-----	
			-----	
			-----	
			-----	

- 2 Rent, sell, or transfer property to this organization? ..... 2 ☐ Yes ☒ No

If "Yes," explain the parties involved and each transaction in detail.

Name	Title	Property Description	Value of Property	Type of Transaction

- 3 Be compensated for services other than performing as a board member or employee? ..... 3 ☐ Yes ☒ No

If "Yes," explain services performed and monies received. Also list the name of other directors, indicating their blood or marriage/RDP relationship, if any, to the compensated directors.

Name	Title	Services Performed	Compensation	Relationship

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho Corp Number/SOS file number: \_\_\_\_\_

**Part V History**

- 1 List any previous California entity ID numbers assigned to the organization..... 1 ☒ None

--

- 2 Was this organization previously granted, denied, or revoked exemption by the Internal Revenue Service? .... 2 ☒ Yes ☐ No

If "Yes," complete the information below and provide a copy of any federal exemption determination letters received.

<input checked="" type="checkbox"/> Granted, IRC Section 501(c)3	<input type="checkbox"/> Denied	<input type="checkbox"/> Revoked
Date: 12-23-2015	Date:	Date:

- 3 a Was this organization previously granted, denied, or revoked exemption by California? ..... 3a ☒ Yes ☐ No

If "Yes," complete the information below and provide a copy of any state determination letters received.

<input checked="" type="checkbox"/> Granted, R&TC Section 23701 d	<input type="checkbox"/> Denied	<input type="checkbox"/> Revoked
Date: 4-22-2016	Date:	Date:

- b Are you filing an abbreviated form FTB 3500 requesting reinstatement of a revoked tax-exempt status?

(See instructions) ..... 3b ☐ Yes ☒ No

- 4 Has the organization filed any federal returns? ..... 4 ☐ Yes ☒ No

If "Yes," state the type of return (990 or 1120 series) and years filed.

--

**Part VI Specific Activities**

- 1 Does or will the organization participate in fund-raising activities? ..... 1 ☒ Yes ☐ No

If "No," explain below the source of funds for the organization.

If "Yes," check all the fund-raising programs the organization conducts, or will conduct.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Mail solicitations              | <input type="checkbox"/> Phone solicitations                                       |
| <input type="checkbox"/> Email solicitations                        | <input checked="" type="checkbox"/> Accept donations on the organization's website |
| <input checked="" type="checkbox"/> Personal solicitations          | <input type="checkbox"/> Receive donations from another organization's website     |
| <input type="checkbox"/> Vehicle, boat, plane, or similar donations | <input type="checkbox"/> Government grant solicitations                            |
| <input type="checkbox"/> Foundation grant solicitations             | <input checked="" type="checkbox"/> Other  |

Describe each fund-raising program. For each checked activity, describe the funds raised, how the activity is conducted, and for what specific purpose the funds will be used.

99% of the Lieutenancy's annual budget is funded by the members, either through annual contributions or gifts and legacies. 1% is income generated from investments. Contributions are solicited through the mail and in person. In addition, the Lieutenancy's website enables members to make donations to assist clergy members who wish to attend meetings that have a registration fee.

Except for a minimal amount in administrative costs, all funds raised by the Lieutenancy are used to support the Christian presence in the Holy Land.



Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho Corp Number/SOS file number: \_\_\_\_\_**Part VI Specific Activities (continued)**

- 2 a Does the organization conduct any gaming activities (bingo, raffles, etc)? ..... 2a ☐ Yes ☒ No

If "Yes," describe the gaming activities.

- b Is gaming the organization's only activity? ..... 2b ☐ Yes ☐ No

- 3 Does or will the organization lease any property? ..... 3 ☐ Yes ☒ No

If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between the applicant organization and the other party. Also, attach a copy of the rental or lease agreement.

- 4 Does or will the organization publish, sell, or distribute any literature? ..... 4 ☒ Yes ☐ No

If "Yes," describe the literature or attach samples. Include any internet sites.

The Lieutenancy distributes EOHSJ publications and newsletters, creates and publishes its own newsletters, and maintains a website: [www.eohsjwesternusa.org](http://www.eohsjwesternusa.org). Samples of the publications are enclosed as Exhibit F.

- 5 Does or will the organization publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? ..... 5 ☐ Yes ☒ No

If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.

- 6 Does or will the organization accept contributions of real property, conservation easements, closely held securities, intellectual property such as patents, trademarks, and copyrights, works of music or art, licenses, royalties, automobiles, boats, planes, or other vehicles, or collectibles of any type? ..... 6 ☐ Yes ☒ No

If "Yes," describe each type of contribution, any conditions imposed by the donor in the contribution, and any agreements with the donor regarding the contribution.

- 7 Does or will the organization operate outside of the United States? ..... 7 ☒ Yes ☐ No

If "Yes," (a) name the countries and regions within the countries in which the organization operates, (b) describe the operations in each country and region in which the organization operates, (c) describe how the operations in each country and region further the organization's exempt purpose.

The Western Lieutenancy is a constituent entity of EOHSJ, which supports the Christian presence in Israel, the Palestinian Territories, Jordan and Cyprus ("Holy Land"). To the extent that "operate" means maintaining oversight of funds granted to the Latin Patriarch (Archbishop of Jerusalem) and Roman Catholic organizations in the Holy Land, the Lieutenancy operates outside the United States. It does not itself engage directly in any activities in the Holy Land.

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho Corp Number/SOS file number: \_\_\_\_\_

**Section D R&TC Section 23701d - Religious, charitable, scientific, literary, or educational organization**

1 Check the box(es) below that best describes the organization.

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Charitable                             | <input checked="" type="checkbox"/> Church        | <input type="checkbox"/> Credit Counseling             | <input type="checkbox"/> Other type of organization |
| <input type="checkbox"/> Educational                            | <input type="checkbox"/> School                   | <input type="checkbox"/> Testing for public safety     |   |
| <input type="checkbox"/> Prevent cruelty to children or animals | <input type="checkbox"/> Hospital, Medical Center | <input type="checkbox"/> Literary                      |   |
| <input checked="" type="checkbox"/> Religious                   | <input type="checkbox"/> Scientific               | <input type="checkbox"/> Qualified sports organization |   |

Describe how the organization qualifies for tax-exempt status as the type of organization checked above.

The Lieutenancy is a constituent member of a Roman Catholic organization that has been established and is directed by the Holy See. The Lieutenant is appointed by EOHSJ's Grand Master, who is a prelate of the Church. Assisted by the Lieutenancy's Grand Prior, who is also a member of the Church's clerical hierarchy, the Lieutenant has sole administrative authority over the Lieutenancy. All members, clergy and lay, must be practicing Roman Catholics.

2 Has the organization received or expect to receive 10% or more of its assets from any organization or group of affiliated organizations (affiliated through stockholding, common ownership, or otherwise), any individuals, or members of a family group (brother or sister whether whole or half blood, spouse/RDP, ancestor or lineal descendant)? ..... 2 ☐ Yes ☒ No

If "Yes," explain.

3 Does the organization attempt to influence legislation? ..... 3 ☐ Yes ☒ No

If "Yes," explain how the organization attempts to influence legislation.

4 Does the organization support or oppose candidates in political campaigns in any way? ..... 4 ☐ Yes ☒ No

If "Yes," explain.

5 Does the organization hold, or plan to hold, 10% or more of any class of stock or 10% or more of the total combined voting power of stock in any corporation? ..... 5 ☐ Yes ☒ No

If "Yes," explain.

6 a Does the organization operate as a church? ..... 6a ☒ Yes ☐ No

If "Yes," complete Schedule A, Churches, on side 21.

b Is the organization's main function to provide hospital or medical care? ..... 6b ☐ Yes ☒ No

If "Yes," complete Schedule B, Hospitals, on side 23.

c Is the organization a credit counseling organization? ..... 6c ☐ Yes ☒ No

If "Yes," complete Schedule C, Credit Counseling Organizations, on side 25.

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho

Corp Number/SOS file number: \_\_\_\_\_

**Schedule A - Churches**

Complete Schedule A only if the organization answered "Yes" to Specific Question Section D, Question 8a.

- 1 Has a place of worship been established? ..... 1 ☐ Yes ☒ No

If "Yes," at what address? Who is the legal owner of the property? Other property use?

If no, explain where religious services are held.

Religious services are held throughout the Lieutenancy, in the nine arch/dioceses which fall within the territory covered by the Lieutenancy.

- 2 Does the organization have a regular congregation or conduct religious services on a regular basis? ..... 2 ☒ Yes ☐ No

If "Yes," how many usually attend the regular worship services? How often are religious services held?

If no, explain.

The numbers vary from a dozen or so at monthly Rosary gatherings to approximately 800 at the annual members' meetings.

- 3 Explain the background and training of the religious leaders.

The Grand Prior is the religious leader of the Lieutenancy and is always appointed from among the hierarchy of the Roman Catholic Church. Currently, the Grand Prior is Cardinal Roger Mahony. He will be succeeded by the Roman Catholic Archbishop of Los Angeles, Jose H. Gomez in October 2016.

- 4 Will income be received from incorporators, ministers, officers, directors, or their families? ..... 4 ☐ Yes ☒ No

If "Yes," explain, including dollar amounts received.

- 5 Will any founder, member, or officer take a vow of poverty? ..... 5 ☒ Yes ☐ No

If "Yes," explain.

Certain members of the Lieutenancy are religious priests or brothers who, through their religious order, take a vow of poverty.

- 6 Will any founder, member, or officer transfer personal assets to this organization, like a home, automobile, furnishings, business, or recreational assets, etc., that will be made available for the personal use of the donors? ..... 6 ☐ Yes ☒ No

If "Yes," explain.

Schedule A Churches continued

Organization Name: Western USA Lieutenancy of the Equestrian Order of the Ho Corp Number/SOS file number: \_\_\_\_\_**Schedule A - Churches (continued)**

- 7 Will any founder, member, or officer assign or donate income to the organization that will be used to pay their own personal salary, living allowance, or that will result in any other personal benefit (such as food, medical expenses, clothing, insurance, etc.)? ..... 7 ☐ Yes ☒ No  
If "Yes," explain.

- 8 Does the organization have a written creed, statement of faith, or summary of beliefs? ..... 8 ☒ Yes ☐ No  
If "Yes," explain.

Yes. The Lieutenancy is a Roman Catholic organization within that faith tradition. The summary of beliefs is set forth in the Catechism of the Roman Catholic Church, available at [http://www.vatican.va/archive/ENG0015/\\_INDEX.HTM](http://www.vatican.va/archive/ENG0015/_INDEX.HTM)

- 9 Do the religious leaders conduct baptisms, weddings, funerals, etc? ..... 9 ☒ Yes ☐ No  
If "Yes," explain.

Although baptisms and weddings of members are relatively rare, the Grand Prior and other clergy members of the Lieutenancy celebrate funeral masses for the members.

- 10 Does the organization ordain, commission, or license ministers or religious leaders? ..... 10 ☐ Yes ☒ No  
If "Yes," describe.

# ARTICLES OF ASSOCIATION

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Western USA Lieutenancy  
Equestrian Order of the Holy Sepulchre of Jerusalem  
Form 3500-Exemption Application  
Part II – Narrative of Activities

## **ARTICLES OF ASSOCIATION**

### **FOR THE WESTERN USA LIEUTENANCY OF THE EQUESTRIAN ORDER OF THE HOLY SEPULCHRE OF JERUSALEM**

#### **PREAMBLE**

WHEREAS, the Equestrian Order of the Holy Sepulchre of Jerusalem ("EOHSJ" or the "Order") is a juridical person under Canon Law, as stated in the Apostolic Letters of His Holiness Pope Pius XII dated September 14, 1949, and His Holiness Pope St. John XXIII dated December 8, 1962, and in February 1996, Pope St. John Paul II recognized the Order as a public association of faithful with legal canonical and public personality, constituted by the Holy See under Canon Law 312, paragraph 1:1 (Order's Constitution, Article 1);

WHEREAS, the Order's Constitution, which was approved by His Holiness Pope Blessed Paul VI, on July 8, 1977, as amended from time to time, sets forth the organizing principles for Order and designates the Grand Master, the Grand Magisterium and the Presidency as the administrative authorities over the Order;

WHEREAS, EOHSJ's purposes as stated in the Constitution are:

1. To strengthen in its members the practice of Christian life, in absolute fidelity to the teachings of the Roman Catholic Church, observing as its foundation the principles of charity by which the Order provides fundamental assistance to the Holy Land;
2. To sustain and aid the charitable, cultural, and social works and institutions of the Holy Land, particularly those of and in the Latin Patriarchate of Jerusalem, with which the Order maintains traditional ties;
3. To support the preservation and propagation of faith in those lands, to interest in this work Catholics scattered throughout the world and all Christians united in charity by the symbol of the Order; and
4. To sustain the rights of the Catholic Church in the Holy Land (Order's Constitution, Article 2);

WHEREAS, Articles 36 and 37 of the Order's Constitution provide that the life of the Order is articulated in individual nations through local organizations formed by the Grand Master of the Order (after consultation with the Grand Magisterium), among them organizations called Lieutenancies, each with its own territorial jurisdiction;

WHEREAS in the territories of Southern California, Arizona, Nevada, Utah and Hawaii, the Grand Master established the Western USA Lieutenancy;

WHEREAS, according to Article 37(3) of the Order's Constitution, Lieutenancies are organized according to the norms and regulations of the area in which they operate, following the approval of the Grand Master (after consultation with the Grand Magisterium);

**Articles of Association**

**Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem**

**Page 2 of 6**

**WHEREAS, according to Article 37(4) of the Order's Constitution, Lieutenancies, within the boundaries of their territorial jurisdictions, are to insure respect for the Order's Constitution and norms of the Order, and also the fulfillment of the directives imparted by the Grand Master, by the Grand Magisterium and by the President, and of the regulations emanating from the Lieutenancies and their Councils, taking into account the legitimate traditions, customs and needs of the individual nations;**

**NOW, THEREFORE, the Western USA Lieutenancy ("Lieutenancy") adopts these Articles of Association as its operational norms and regulations, in accordance with California Corporations Code Sections 18000-18420, to be effective January 1, 2015, consisting of the provisions set forth below:**

**ARTICLES**

***Article I. Name***

**The full name of the non-profit unincorporated religious association shall be the "Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem" ("Lieutenancy") and its principal office shall be located at 555 West Temple Street, Los Angeles, CA 90012.**

***Article II. Purposes and Governing Principles***

- a) The Lieutenancy is formed as a non-profit, unincorporated religious association to conduct religious, educational, and charitable activities performed in the name of EOHSJ.**
- b) As a non-profit, unincorporated religious association, the Lieutenancy is and shall be organized, operated, administered, and governed in accordance with Canon Law, as promulgated by the Supreme Pontiff of the Church, from time to time, and by the Order's Constitution, as applicable (these sources are referred to collectively as "Church Law").**
- c) Each juridic person in the Church has rights and responsibilities as provided by Canon Law, and each acts separately and autonomously within the framework of Church Law. Accordingly, neither the Lieutenancy nor any party asserting ownership or control of the property, goods, services, or activities of the Lieutenancy, may undertake to remove the Lieutenancy from the communion of the Church or from its relationship to EOHSJ. Any such action shall be null and void and without legal effect.**
- d) If any dispute arises concerning the interpretation or application of the Lieutenancy's purposes or governing principles, such disputes will be resolved pursuant to the procedures and provisions of Church Law, except to the extent the**

Articles of Association

Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem

Page 3 of 6

dispute may be subject to provisions of applicable state and federal laws and regulations, in which case, insofar as the Lieutenancy is a subordinate unit of EOHSJ, which is juridic person under the authority of the Holy See, the principles of sovereign jurisdiction and international choice of law apply.

**Article III. Membership**

**A. Members with Administrative Authority**

1. The sole member of the Lieutenancy with powers of administration over the Lieutenancy shall be the Lieutenant. The Lieutenant shall be a member of the laity, appointed by the Grand Master. The Lieutenant shall watch over the Lieutenancy's activities and the application of directives imparted by the Grand Magisterium, by its Presidency or by the Governor-General. (Order's Constitution, Article 40.)
2. The Lieutenant shall be assisted in the direction of the Lieutenancy by the Grand Prior of the Lieutenancy, who shall be an ecclesiastic designated by the Grand Master. The Grand Prior is the Lieutenancy's spiritual guide, directs its religious and spiritual activities, and carries out all other duties and assignments given to him by the Order's Constitution. In the event of the Lieutenant's absence, because of impediment or other necessity, the Grand Prior substitutes for the Lieutenant until the cessation of the impediment or naming by the Grand Master of another Lieutenant. (Order's Constitution, Article 41.)
3. The Lieutenancy is responsible for its own administration and financial management, and does not involve in any way or in any event the responsibility of the Grand Master, of the Grand Magisterium, or of the Presidency, notwithstanding any approval or consent whatsoever received from them. (Order's Constitution, Article 39(1).)

**B. Members Without Administrative Authority**

1. The members of the Lieutenancy without administrative authority shall be those Catholic men and women who are invested as Knights and Ladies in the Order by the Grand Master and who are accepted as members of the Lieutenancy by the Lieutenant. (Order's Constitution, Article 5.)
2. The members shall have no voting powers or any rights in the administration of the Lieutenancy except as may be set forth in these Articles, the Lieutenancy's Bylaws or in the Order's Constitution. The members do not have the rights provided to them by California Corporations Code Sections 18015 (definition of membership), 18310 (termination of membership), 18330 (voting), or 18340 (amendment of articles or other organizing documents of the unincorporated association).



Articles of Association

Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem

Page 4 of 6

3. Notwithstanding California Corporations Code Section 18100, the interest of members in the unincorporated association shall not be personal property. The interest of members in the Lieutenancy shall be as determined by Church Law.

**Article IV. Lieutenancy Activities**

As provided by the Order's Constitution, the Lieutenancy shall be authorized to:

- a) Strengthen in its members the practice of Christian life;
- b) Support the charitable works of EOHSJ;
- c) Acquire, hold, own, manage, receive, and transfer interests in personal property and monetary instruments;
- d) Subject to the Order's Constitution, recruit, hire, train, oversee, pay, provide benefits to and, if necessary, terminate persons suitable according to Church Law, as employees, agents and contractors of the Lieutenancy, and recruit, accept, train, and, if necessary, dismiss persons acting as volunteers in the religious, educational and charitable activities of the Lieutenancy;
- e) Seek and obtain donations and implement effective stewardship and asset development, banking, investment and financial management and asset preservation programs to fund and endow the current and future needs of the Lieutenancy in a responsible fiscal manner;
- f) Maintain the financial books and records and submit reports, and filings of its activities, to the extent required by the Church Law or by any government authority having proper jurisdiction over the activities or properties of the Lieutenancy;
- g) Undertake other activities and initiatives for the benefit of the Lieutenancy, its members, EOHSJ, all in a manner consistent with the provisions of the governing principles.

**Article V. Council**

Pursuant to the Constitution of the EOHSJ the Lieutenant is assisted by a Council constituted by the Lieutenant, as approved by the Grand Prior, and with the approval of the Presidency. Council members shall be selected from among the Knights and Ladies of the Order. The Council is composed of: the Chancellor, Secretary, Treasurer, ecclesiastical Master of Ceremonies, lay Master of Ceremonies, and other Councillors as appropriate.

The Council acts in an advisory capacity only and shall have no direct authority over the administration of the Lieutenancy, except that it may exercise such delegated authority as the Council or its members may receive from the Lieutenant and that lies within the Lieutenant's authority to delegate.

Articles of Association

Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem

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***Article VI. Tax Exempt Character***

Notwithstanding any other provision of these Articles, the Lieutenancy shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as an entity (i) which is organized exclusively for charitable, religious, educational or scientific purposes as described in Section 501(c)(3) of the Internal Revenue Code, as amended (the "Code"), and (ii) contributions to which are deductible for income, estate, and gift tax purposes under sections 170(c), 2055(a), and 2522(a) of the Code; and the Lieutenancy shall be administered and the provisions in these Articles shall be construed in accordance with such intentions.

No part of the net income of the Lieutenancy shall inure to the benefit of, or be distributable to, members, administrators, employees, or other persons, except that the Lieutenancy shall be authorized and empowered to pay reasonable compensation for services rendered, to reimburse approved expenditures, and to make payments and distributions in furtherance of the purposes set forth in these Articles.

No substantial part of the activities of the Lieutenancy shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Lieutenancy may not participate or intervene in any campaign on behalf of or in opposition to any candidate for public office.

***Article VIII. Continuity***

The Lieutenancy shall continue in operation until such time as it is suppressed, merged, reorganized or dissolved by EOHSJ and/or proper ecclesiastical authority of the Church in accordance with Church Law.

In the event of the suppression or dissolution of the Lieutenancy for any reason, and notwithstanding any provision of the civil law to the contrary, any and all assets of the Lieutenancy, no matter from what sources the assets may have been received or derived, shall under no circumstances inure to the benefit of any private person or persons, but shall be used as the Grand Master shall determine for the benefit and needs of the Order as prescribed by Church Law, in conformity with the purposes authorized by the Code, Section 501(c)(3), as then in effect.

- A. In the event of any merger or other reorganization of the Lieutenancy, the Lieutenant shall assure that any assets that are not restricted under Article VIII, are directed, allocated, applied, used and administered within the Order as prescribed by Church Law and for the purposes authorized in the Code, Section 501(c)(3), as then in effect.
- B. In the event of any suppression, dissolution, merger or other reorganization of the Lieutenancy, any restricted assets shall be held and used for the particular purposes set forth in the gift, or if such use is not possible, in a manner that Church Law shall

Articles of Association

Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem

Page 6 of 6

prescribe and for the purposes authorized in the Code, Section 501(c)(3), as then in effect.

***Article IX. Liabilities and Assumption of Assets***

Under the governing principles of Church Law, the Lieutenancy does not assume any responsibility for the liabilities, debts, acts, or omissions of any other Church organization, nor shall any other Church organization be liable for any debts, acts or omissions of the Lieutenancy simply because of their Church affiliations. Consequently, EOHSJ shall not be liable for any actions undertaken by the Lieutenancy. If a member of the Lieutenancy has entered into a contract or other relationship recognized by civil law without the permission of the Lieutenant, the member is liable, but not the Lieutenancy or the Order. (Canon 639.)

***Article X. Amendment***

Members of the Council may, from time to time, recommend a modification or amendment of these Articles of Association to the Lieutenant, but the Articles of Association may be amended only by the Lieutenant, after consultation with the Grand Magisterium. Any action to amend or modify the Articles of Association without the consent and action of the Lieutenant shall be of no effect. In the event that the office of Lieutenant is vacant or the Lieutenancy is under the supervision of the Grand Prior, any proposed amendment shall be deferred until it can be acted on by a successor Lieutenant.


***Article XI. Agent for Service of Process***

The Agent for service of process shall be: Sir Mark Beery, Equestrian Order of the Holy Sepulchre of Jerusalem, 555 West Temple Street, Los Angeles, CA 90012.

ADOPTED AT LOS ANGELES, CALIFORNIA ON JULY 31, 2015.

  
Michael Scott Feeley, KGCHS  
Lieutenant  
Equestrian Order of the Holy Sepulchre of Jerusalem

Witnessed by:

  
Margaret Romano, LGCHS  
Chancellor  
Equestrian Order of the Holy Sepulchre of Jerusalem

# BYLAWS

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Western USA Lieutenancy  
Equestrian Order of the Holy Sepulchre of Jerusalem  
Form 3500-Exemption Application  
Part II – Narrative of Activities

**BYLAWS  
OF THE WESTERN USA LIEUTENANCY  
OF THE EQUESTRIAN ORDER OF THE HOLY SEPULCHRE OF JERUSALEM**

**A California Nonprofit Religious Unincorporated Association**

**I. NAME OF THE UNINCORPORATED ASSOCIATION**

The name of this non-profit religious unincorporated association is the Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem ("Lieutenancy").

**II. IDENTITY UNDER CIVIL LAW**

The Lieutenancy is a California unincorporated religious association established by the Equestrian Order of the Holy Sepulchre of Jerusalem ("EOHSJ" or "Order"), a public association of the faithful which is recognized as a juridic person by the Holy See, in accordance with Canon Law. It is an integral subordinate unit and part of EOHSJ. The Constitution of EOHSJ ("Order's Constitution") is incorporated by reference into these Bylaws. If there is any conflict between the Order's Constitution and these Bylaws, the Order's Constitution shall prevail. The Secretary of the Lieutenancy shall keep a copy of the Order's Constitution with these Bylaws.

**III. OFFICES OF THE LIEUTENANCY**

**A. Principal Office**

The principal office for the transaction of the business of the Lieutenancy is located at 555 West Temple Street, Los Angeles, California. The Lieutenancy may change the location of the principal office by noting the change in minutes of a Council meeting; an amendment of the Bylaws is not required.

**B. Other Offices**

The Lieutenancy may establish other offices anywhere the Lieutenancy is qualified to conduct its activities.

**IV. PURPOSES**

The Lieutenancy's general purposes are set forth in the Order's Constitution. Its particular purposes are:

1. To strengthen in its Members the practice of Christian life, in absolute fidelity to the teachings of the Roman Catholic Church, observing as its foundation the principles of charity by which the Order provides fundamental assistance to the Holy Land;
2. To sustain and aid the charitable, cultural, and social works and institutions of the Holy Land, particularly those of and in the Latin Patriarchate of Jerusalem, with which the Order maintains traditional ties;

3. To support the preservation and propagation of faith in those lands, to interest in this work Catholics scattered throughout the world and also all Christians, united in charity by the symbol of the Order; and

4. To sustain the rights of the Catholic Church in the Holy Land (Order's Constitution, Article 2).

In addition, the Lieutenantcy may engage in such other spiritual and religious activities as may fall within the Order's Constitution and which are not inconsistent with the general and primary purposes of the Lieutenantcy.

## **V. MEMBERS**

The Lieutenantcy's sole Member with administrative authority shall be the Lieutenant.

Members of the Lieutenantcy shall be (a) those men and women who have been invested as Knights and Ladies of the Order in the Lieutenantcy, and (b) those Knights and Ladies who have been admitted to the Lieutenantcy but were invested in other Lieutenantcies. The Knights and Ladies shall have no administrative authority as Members. The Members do not have the rights provided to them by California Corporations Code Sections 18015 (definition of Membership), 18310 (termination of Membership), 18330 (voting), or 18340 (amendment of articles or other organizing documents of the unincorporated association). Notwithstanding California Corporations Code Section 18100, the interest of Members in the unincorporated association shall not be personal property. The interest of Members in the Lieutenantcy shall be as determined by Canon Law and the Order's Constitution.

## **VI. GOVERNANCE**

### **A. POWERS**

#### **1. General Administrative Powers**

Subject to the Order's Constitution, the provisions and limitations of the California Corporations Code Sections 18000-18420, and any other applicable laws, and subject to any limitations of the Articles of Association and these Bylaws, the Lieutenantcy's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Lieutenant or his authorized delegate(s).

#### **2. Specific Powers of the Lieutenant**

Consistent with law, the Order's Constitution, the Articles of Association, and these Bylaws, the Lieutenant shall have the power to:

(a) Appoint and remove the Lieutenantcy's officers, agents, and employees; prescribe powers and duties for them; fix their compensation, if any; and require bonding for faithful performance of their duties.

(b) Change the principal office or the principal business office in California from one location to another; cause the Lieutenantcy to be qualified to conduct its

activities in any other state, territory, dependency, or country and conduct its activities within or outside California; and designate any place within or outside California for holding any meeting.

(c) Adopt and use a corporate seal; and alter the forms of the seal and certificates.

(d) On behalf of the Lieutenantcy, borrow money and incur indebtedness for ordinary operating expenses of the Lieutenantcy without providing security, and cause to be executed and delivered for the Lieutenantcy's purposes, in the association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.

(e) Retain professional and other services as required to support the activities of the Lieutenantcy.

(f) Delegate, as necessary and prudent, authority to act on his or her behalf in administrative matters that are regulated by civil law.

#### **B. ROLE OF THE COUNCIL**

The general role of the Council is to act as an advisory body to the Lieutenant who may, subject to the limits of his or her authority, choose to delegate certain activities or authority to the Council or to one or more Councillors. Any such acts of delegation will be memorialized in that portion of the Minutes of the Council that constitutes the Lieutenant's report to the Council.

The particular role of the Council shall be to:

1. Review the activities of the Lieutenantcy and assist, as requested by the Lieutenant, in oversight or management of those activities;
2. Review the financial condition of the Lieutenantcy and provide advice and counsel to the Lieutenant on those financial matters that lie within the Councillors' particular competency;
3. Review requests for support received by the Lieutenantcy in conformity with the guidelines and principles established by law, the Order, the Articles of Association and these Bylaws;
4. Assist the Lieutenantcy in meeting the necessary criteria for funding organizations and entities that lie beyond the jurisdictional borders of the United States; and
5. Provide such advice and counsel as the Lieutenant may request.

### **C. NUMBER, QUALIFICATIONS AND COMPOSITION OF COUNCIL**

In accordance with the Order's Constitution, the Lieutenant shall be assisted by a Council, whose Members are approved by the Grand Prior, and with the approval of the Presidency of the Grand Magisterium ("Presidency") (Order's Constitution, Article 42). The authority of the Council shall be advisory only, except in such matters as the Lieutenant may, within the scope of the Lieutenant's authority, expressly delegate to the Council.

#### **1. Authorized Number**

The Council's Officers shall consist of the Lieutenant, the Grand Prior, the Chancellor, the Secretary, the Treasurer, the ecclesiastical Master of Ceremonies, and the lay Master of Ceremonies. Other Councillors may be appointed by the Lieutenant as appropriate (Order's Constitution, Article 42).

#### **2. Qualifications**

The Lieutenant shall select the Council's Members from among the Knights and Ladies of the Order.

#### **3. Composition**

In addition to the Councillors required by the Order's Constitution, the following persons shall be appointed Members of the Council by virtue of their office or Membership in the Order: the Councillors *ex officio*, the Area Councillors or Co-councillors, and any Special Function Councillors as the Lieutenant may appoint, such as for Development, Holy Land, and Justice and Peace.

### **C. TERM OF OFFICE**

Each Councillor shall hold office as provided by the Order's Constitution. A Councillor is appointed for an initial term of Four (4) years and can be reappointed at the expiration of the term. Duration of the office begins from the date of the appointment. (Order's Constitution, Article 47).

### **D. VACANCIES ON THE COUNCIL**

#### **1. Events Causing Vacancy**

A vacancy or vacancies on the Council shall exist on the occurrence of the following: (a) the death or resignation of any Councillor; (b) revocation of the appointment for serious reasons by the Lieutenant, with the approval of the Grand Prior and previous authorization of the Presidency (Order's Constitution, Article 48(6)).

#### **2. Resignations**

In the event the Lieutenant resigns from office, for whatever reason, each Member of the Council remains in office, yielding office automatically at the appointment of the new Lieutenant. However, at the new Lieutenant's proposal, the Council Members can be reconfirmed in their office. Such reconfirmation is discussed,



case by case, with the Grand Master together with the Presidency (Order's Constitution, Article 49(1)).

Any Councillor may resign by giving written notice to the Lieutenant or to the Secretary of the Council. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Councillor's resignation is effective at a later time, the Lieutenant may appoint a successor to take office as of the date when the resignation becomes effective.

### **3. Filling Vacancies**

Vacancies on the Council are filled by the Lieutenant, as approved by the Grand Prior and with the approval of the Presidency.

## **E. COUNCIL MEETINGS**

### **1. Place of Meetings**

Meetings of the Council shall be held at any place within or outside California that has been designated by the Lieutenant or the Lieutenant's delegate (in consultation with the Council) or in the notice of the meeting or, if not otherwise designated, at the principal office of the Lieutenantcy.

### **2. Meetings by Electronic Communications**

Any meeting may be held by telephone conference or similar electronic means of communication, as long as all Councillors can hear one another at the same time and can participate in all matters before the Council. All Councillors participating by electronic means shall be deemed to be present in person at the meeting.

### **3. Annual Meeting**

The Council shall hold a regular meeting for purposes of organization and transaction of other business each year during the Annual Meeting of the Lieutenantcy unless the Lieutenant or the Lieutenant's delegate (in consultation with the Council) fixes another date or time and notifies the Councillors in the manner provided in these Bylaws.

### **4. Other Regular Meetings**

Other regular meetings of the Council may be held with or without notice at such time and place as the Lieutenant, in consultation with the Council, may fix from time to time.

### **5. Special Meetings**

#### **(a) Authority to Call**

Special meetings of the Council for any purpose may be called at any time by the Lieutenant, the Grand Prior, the Chancellor, the Secretary, or any five Councillors.

**(b) Notice**

**(1) Manner of Giving Notice**

Notice of the time and place of special meetings shall be given to each Councillor by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage prepaid, or overnight delivery service; (c) by electronic communication, either directly to the Councillor or to a person at the Councillor's office who would reasonably be expected to communicate that notice promptly to the Councillor. All notices shall be given or sent to the Councillor's address or electronic communication number or address as shown on the records of the Lieutenancy.

**(2) Time Requirements**

Notices sent by first-class mail shall be deposited with the United States Postal Service at least four days before the time set for the meeting. Notices given by overnight delivery service, personal delivery or by electronic means of communication shall be delivered at least 48 hours before the time set for the meeting. The 48 hours shall take into account the time difference between the location of the meeting and the Councillor(s)' address of record.

**(3) Notice Contents**

The notice shall state the time of the meeting, and the place, if other than the principal office of the Lieutenancy. It need not specify the meeting's purpose,

**6. Quorum**

A majority of the appointed number of Councillors or of the Councillors holding office, whichever is the lesser, shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the Councillors present at a duly held meeting at which a quorum is present shall be the act of the Council.

A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Councillors, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting prior to the withdrawal of the Councillors.

**7. Waiver of Notice**

Notice of a meeting need not be given to any Councillor who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the association's records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Councillor who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to her or him.

## **8. Adjournment**

A majority of the Councillors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

## **9. Notice of Adjourned Meeting**

Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Councillors who were not present at the time of the adjournment.

## **F. ACTION WITHOUT A MEETING**

Any action that the Council is required or permitted to take may be taken without a meeting if all Councillors consent in writing to the action; provided, however, that the consent of any Councillor who has a material financial interest in a transaction to which the Lieutenancy is a party and who is an "interested director" as defined in Section 9243 of the California Corporations Code shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Council. All such consents shall be filed with the minutes of the proceedings of the Council.

## **G. COMPENSATION AND REIMBURSEMENT**

The Lieutenant and Councillors shall serve without compensation, except for reimbursement of reasonable expenses incurred in the execution of the Councillor's duties on behalf of the Lieutenancy, subject to approval of the Lieutenant or the Lieutenant's delegate. Reimbursement of the Lieutenant's or Councillor's expenses shall be subject to consultation with the Treasurer. The person who seeks reimbursement shall not participate in the approval process of the reimbursement request.

The Lieutenancy may compensate those Members, including Officers, who are retained to provide particular services to the Lieutenancy.

## **H. COMMITTEES**

### **1. Committees of the Council**

The Lieutenant or the Council may create committees ("Committees") to engage in such activities as the Lieutenant or Council may direct.

### **2. Executive Committee**

The Executive Committee of the Council shall consist of the Officers: the Lieutenant, the Grand Prior, the Chancellor, the Secretary, the Treasurer, the ecclesiastical Master of Ceremonies and the lay Master of Ceremonies.

### **3. Audit Committee**

The Council may, in the exercise of its prudential judgment, establish an Audit Committee that consists of Councillors and other qualified persons who are not Councillors to conduct periodic audits of the Lieutenancy's financial affairs in accordance with generally accepted accounting principles, to report on all actual or potential conflicts of interest, and on any matters that are or may be material to the Lieutenancy's financial affairs. This Audit Committee, if established, shall be separate from and consist of different persons than any Council Committee charged with regular oversight of the Lieutenancy's financial affairs. The Treasurer shall not be a voting member of the Audit Committee.

## **VII. OFFICERS**

### **A. OFFICERS OF THE LIEUTENANCY**

The Officers of the Lieutenancy ("Officers") shall be the Lieutenant, the Grand Prior, the Chancellor, the Secretary, the Treasurer, the ecclesiastical Master of Ceremonies and the lay Master of Ceremonies. The Officers shall serve as provided in the Order's Constitution.

### **B. APPOINTMENT OF OFFICERS**

Except for the Lieutenant and the Grand Prior, who are appointed by the Grand Master, the Officers of the Lieutenancy are appointed by the Lieutenant, as approved by the Grand Prior and with the approval of the Presidency.

### **C. REVOCATION OF OFFICE**

For serious reasons, after consulting with the Grand Prior and with previous authorization of the Presidency, the Lieutenant can revoke the appointment of an Officer.

### **E. RESIGNATION OF OFFICERS**

Any Officer may resign at any time by giving written notice to the Lieutenant. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Lieutenancy under any contract to which the Officer is a party.

All Officers, except the Grand Prior, yield office automatically at the appointment of a new Lieutenant. At the proposal of the new Lieutenant, they can be reconfirmed in their office.

## **F. VACANCIES IN OFFICE**

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided, however, that vacancies need not be filled annually.

## **G. RESPONSIBILITIES OF COUNCIL OFFICERS**

### **1. Lieutenant**

The Lieutenant acts as Chair of the Council, with such powers and authority as set forth in Section VI.A of these Bylaws.

### **2. Chancellor**

The Chancellor shall act as Chair of the Council in the absence of the Lieutenant or by direction of the Lieutenant.

### **3. Secretary**

The Secretary shall maintain minutes of meetings of the Council and the Executive Committee and shall promptly distribute copies of the same to the Councillors. The Secretary shall maintain the book containing all minutes and give due notice of meetings to the Councillors.

### **4. Treasurer**

#### **(a) Books of Account**

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Lieutenancy's assets and financial transactions. The Treasurer shall provide to the Councillors financial reports at least quarterly or more frequently if requested by the Council.

#### **(b) Deposit and Disbursement of Money and Valuables**

The Treasurer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the Lieutenancy with such depositories as the Lieutenant (after consultation with the Council) may designate, shall disburse the Lieutenancy's funds as the Lieutenant (in consultation with the Council) may order, shall render to the Council, when requested, an account of all official transactions and of the financial condition of the Lieutenancy, and shall have such other powers and duties as the Lieutenant or the Bylaws may prescribe.

## **ARTICLE IX. NOT-FOR-PROFIT ORGANIZATION**

The Lieutenancy is an unincorporated religious association and is not organized for the private gain of any person. It is organized under California Corporations Code Sections 18000-18420, exclusively for religious purposes. This Lieutenancy is organized pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 and Section 23701d of the California Revenue and Taxation Code, as amended from time to time.

No substantial part of the activities of the Lieutenancy shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Lieutenancy may not participate or intervene in any campaign on behalf of or in opposition to any candidate for public office.

No part of the net income of the Lieutenancy shall inure to the benefit of, or be distributable to, members, administrators, employees, or other persons, except that the Lieutenancy shall be authorized and empowered to pay reasonable compensation for services rendered, to reimburse approved expenditures, and to make payments and distributions in furtherance of its purposes.

The property of this Lieutenancy is irrevocably dedicated to religious and charitable purposes. Upon the dissolution or winding up of the Lieutenancy, all of its business, properties and assets remaining after payment of all debts and liabilities, shall be distributed to BOHSJ for the exclusive purpose of religious and charitable endeavors similar to the ones provided by the Lieutenancy.

## **X. INDEMNIFICATION**

### **A. NON-LIABILITY OF LIEUTENANT, COUNCILLORS OR MEMBERS**

The Lieutenant, Councillors or Members shall not be personally liable for monetary damages to a third party or for the debts, liabilities, or other obligations of the Lieutenancy to the fullest extent permitted by law.

### **B. INDEMNIFICATION BY LIEUTENANCY OF AGENTS**

The Lieutenant may authorize the purchase and maintenance of Directors and Officers and/or Errors and Omissions insurance ("D&O and/or E&O insurance") on behalf of any agent of the Lieutenancy (including a Councillor, Officer, employee or other agent of the Lieutenancy) against any liability -- other than for violations of the provisions of California Corporations Code Section 9243 relating to self-dealing -- asserted against or incurred by the agent in such capacity or arising out of the agent's status.

Subject to the limits of the Lieutenancy's D&O and/or E&O insurance, to the extent that a person who is, or was, a Councillor, Officer, employee or other agent of the Lieutenancy has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against that person because the person is, or was, an agent of the Lieutenancy, or has been successful in defense of any claim, issue or matter therein, that person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

Subject to the limits of the Lieutenancy's D&O and/or E&O insurance, if the person identified in the preceding paragraph either settles any claim or sustains a judgment against him or her, because the person is, or was, an agent of the Lieutenancy, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this Lieutenancy but

only to the extent allowed by, and in accordance with the requirements of, Section 9246 of the California Corporations Code.

## **XL RECORDS AND REPORTS**

### **A. MAINTENANCE OF CORPORATE RECORDS**

The Lieutenancy shall keep:

1. Adequate and correct books and records of account;
2. Written minutes of the proceedings of its Council and Committees.

### **B. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS**

The Lieutenancy shall keep at its principal office, or if its principal office is not in California, at its principal California business office, an original or copy of the Articles of Incorporation and Bylaws, as amended to date, which shall be open to reasonable inspection by Councillors/Members.

### **C. ANNUAL REPORT**

The Secretary shall cause an Annual Report to be sent to the Council after the end of the Lieutenancy's fiscal year. The Annual Report shall contain the following information, in appropriate detail, for the fiscal year:

1. The assets and liabilities of the Lieutenancy as of the end of the fiscal year.
2. The principal changes in assets and liabilities.
3. The revenue or receipts of the Lieutenancy, both unrestricted and restricted to particular purposes.
4. The expenses or disbursements of the Lieutenancy for both general and restricted purposes.
5. Any additional information requested by the Lieutenant or the Council, with the approval of the Lieutenant.

The Annual Report shall be accompanied by any report prepared by the Lieutenancy's independent accountants or, if there is no such report, by the certificate of an authorized Officer such as the Treasurer that the Annual Report was prepared from the Lieutenancy's books and records without audit.

## **XII. AMENDMENTS**

These Bylaws may be amended from time to time by the Lieutenant.

**CERTIFICATION BY THE SECRETARY**

I, the undersigned Secretary of the Western USA Lieutenantcy of the Equestrian Order of the Holy Sepulchre of Jerusalem hereby certify that:

I am the duly appointed and acting Secretary of the Western USA Lieutenantcy of the Equestrian Order of the Holy Sepulchre of Jerusalem, and these Bylaws comprising 12 pages were duly approved and adopted by the Lieutenant, on July 31, 2015.

Nancy Diane George (Signature)  
Secretary (Nattie)

Corporate Seal (if any)



**Part II – Narrative of Activities**

**1. Has the organization already received tax-exempt status under IRC Sections 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(6), or 501(c)(7) at the federal level?**

Yes. The Lieutenancy received tax-exempt status in two ways.

First, from the Lieutenancy's founding until 2015, it was tax exempt as a subordinate organization under the Internal Revenue Services' Group Ruling issued annually to the United States Conference of Catholic Bishops ("USCCB") since 1946. A copy of 2015 USCCB Group Ruling letter and supporting documentation is attached as Exhibit D.

Second, after a change in leadership, the Lieutenancy applied for, and received, tax-exempt status independently from the Group Ruling, effective July 31, 2015. A copy of the IRS's determination letter is attached as Exhibit E.

Finally, the Franchise Tax Board issued a group ruling exemption to the Roman Catholic Archdiocese of Los Angeles and all of its subordinates, effective as of April 1, 1904. The Lieutenancy was a subordinate organization until July 2015.

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**8. Describe the organization's past, present, and planned activities below. Do not merely refer to or repeat the language in the organizational document. List each activity separately, in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include a:**

- a. Detailed description of the activity, including its purpose and how it furthers the organization's exempt purpose.
- b. Detailed description of when the activity was or will be initiated.
- c. Detailed description of where and by whom the activity will be conducted.

From the Lieutenancy's inception, it has engaged in a variety of activities designed to accomplish its mission of "strengthen[ing] in its Members the practice of Christian life, in absolute fidelity to the teachings of the Roman Catholic Church, observing as its foundation the principles of charity by which the [Equestrian] Order [of the Holy Sepulchre of Jerusalem] ("EOHSJ") provides fundamental assistance to the Holy Land." These activities fall into three general categories, as follows:

**A. Developing members' spiritual lives through:**

- ❖ Monthly Rosary prayer group meetings held by members throughout the Lieutenancy
- ❖ Annual 3-day all-member meetings, featuring daily liturgical celebrations, prayer services, Eucharistic adoration, prayer vigils, speakers on spiritual subjects, held on a rotating basis in each arch/diocese in the Lieutenancy

- ❖ Annual participation in liturgical celebrations on the arch/diocesan level such as the Marian Procession in Los Angeles, the Red Mass, the African-American Heritage Mass, Holy Week services
- ❖ Attendance in parishes for members' funerals, ordinations and other celebrations
- ❖ Offering retreats and days of recollection
- ❖ Periodic local area member meetings and excursions, with religious components included in the program
- ❖ Ecumenical encounters with other faith traditions

**B. Providing fundamental assistance to the Latin Patriarch (the title given to the Roman Catholic Archbishop of Jerusalem) and the Christians in the Holy Land (Israel, the Palestinian Territories, Jordan and Cyprus) through members' financial contributions, that include:**

- ❖ Purchasing supplies and equipment for schools in the Patriarchate
- ❖ Refurbishing Patriarchate churches and halls
- ❖ Supporting orphanages and homes for the disabled operated by Roman Catholic religious orders
- ❖ Giving grants to Bethlehem University for enrichment programs and equipment
- ❖ Providing scholarship assistance to the Patriarchate's seminary
- ❖ Funding programs at Roman Catholic hospitals, clinics and St. Yves Legal Aid Society in Jerusalem

**C. Educating members about the daily lives of inhabitants of the Holy Land by:**

- ❖ Regularly sponsoring pilgrimages to the Holy Land, under the spiritual guidance of Roman Catholic bishops and clergy who are members of the Lieutenancy
- ❖ Inviting lecturers and scholars to address members on current events and historical developments in the Holy Land
- ❖ Sharing EOHSJ newsletters and publications
- ❖ Encouraging engagement with local communities of immigrants from the Holy Land.

Generally, members spend almost all their time engaged directly in activities under category A. However, those members who become more personally involved in activities under categories B and C may find themselves spending 45-70% of their time on those activities. The activities take place throughout the Lieutenancy and are conducted by individual members. A professional conference organizer is generally retained to assist in managing the annual meeting of the members.

A useful overview of the Lieutenancy and its activities is available on its website: <http://eohsjwesternusa.org/> A copy of recent Area News pages is included in Exhibit F.

**Internal Revenue Service**  
**P.O. Box 2508**  
**Cincinnati, OH 45201**

**Department of the Treasury**

**Date: May 29, 2015**

**Person to Contact:**

R. Meyer ID# 0110429

**Toll Free Telephone Number:**

877-829-5500

**Employer Identification Number:**

53-0196617

**Group Exemption Number:**

0928

United States Conference of Catholic  
Bishops  
3211 4<sup>th</sup> Street, NE  
Washington, DC 20017-1194

Dear Sir/Madam:

This responds to your May 19, 2015, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2015*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2015* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Most subordinate organizations are not separately listed in Publication 78 or the EO Business Master File. Donors may verify that a subordinate organization is included

in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

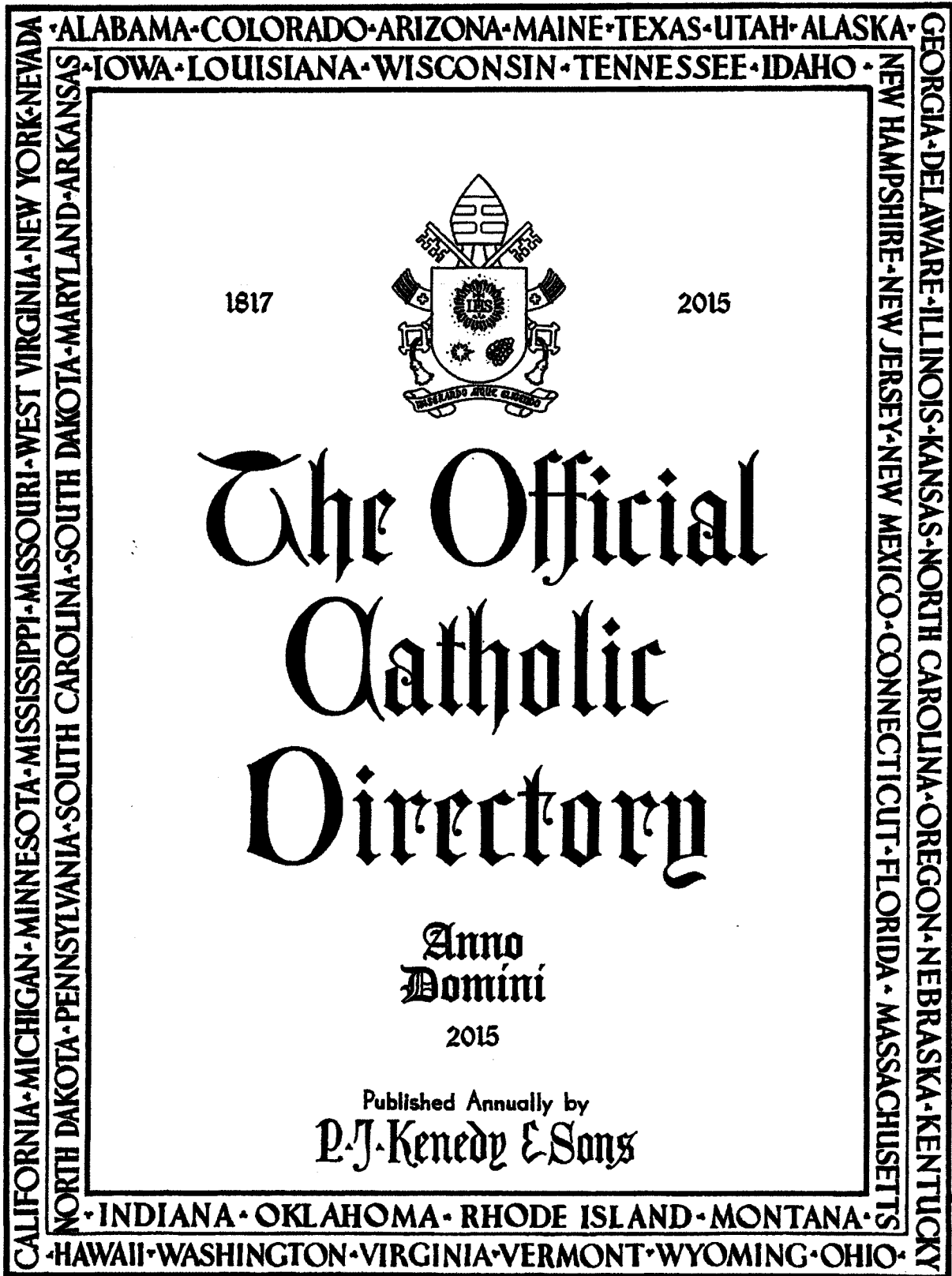
Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Tamera Ripperda".

Tamera Ripperda  
Director, Exempt Organizations



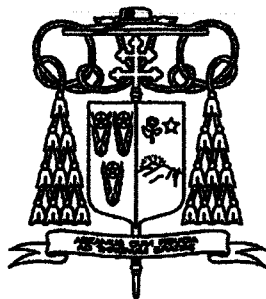
# Archdiocese of Los Angeles

(Archidieocesis Angelorum in California)

Most Reverend

**JOSÉ H. GOMEZ**

Archbishop of Los Angeles; ordained August 16, 1978; appointed Auxiliary Bishop of Denver and Titular See of Belati January 23, 2001; ordained March 28, 2001; appointed Archbishop of San Antonio December 29, 2004; installed February 18, 2006; Pallium conferred June 29, 2006; appointed Coadjutor Archbishop of Los Angeles April 6, 2010; Succeeded to the See March 1, 2011. *Office: 3424 Wilshire Blvd., Los Angeles, CA 90010-2241. Tel: 213-637-7534; Fax: 213-637-8510.*



*Archdiocesan Catholic Center Office: 3424 Wilshire Blvd., Los Angeles, CA 90010-2241. Tel: 213-637-7000; Fax: 213-637-8000.*

Web: [www.LA-Archdiocese.org](http://www.LA-Archdiocese.org)

Email: [info@LA-Archdiocese.org](mailto:info@LA-Archdiocese.org)

His Eminence

**ROGER CARDINAL MAHONY, D.D., V.G.**

Archbishop Emeritus of Los Angeles; ordained May 1, 1962; appointed Titular Bishop of Tamasceni and Auxiliary Bishop of Fresno January 7, 1975; consecrated March 15, 1976; appointed Bishop of Stockton February 26, 1980; installed as the third Bishop of Stockton April 17, 1980; appointed Archbishop of Los Angeles July 16, 1985; installed as the fourth Archbishop of Los Angeles September 5, 1985; Created Cardinal June 28, 1991; retired March 1, 2011. *Res.: 16534 Moorpark St., North Hollywood, CA 91608-2206. Tel: 818-290-2236.*

Most Reverend

**THOMAS J. CURRY, D.D., Ph.D., V.G.**

Auxiliary Bishop of Los Angeles; ordained June 18, 1967; appointed Titular Bishop of Ceanannus Mar and Auxiliary Bishop of Los Angeles February 8, 1994; ordained Bishop March 19, 1994. *Office: c/o Office of the Archbishop, 3424 Wilshire Blvd., Los Angeles, CA 90010-2241. Tel: 213-637-7534; Fax: 213-637-8510.*

Most Reverend

**JOSEPH M. SARTORI, D.D., V.G.**

Retired Auxiliary Bishop of Los Angeles; ordained May 30, 1963; appointed Titular Bishop of Oliva and Auxiliary Bishop of Los Angeles February 8, 1994; ordained Bishop March 19, 1994; retired December 31, 2002. *1988 Rolling Vista Dr., #21, Lomita, CA 90717.*

Most Reverend

**GERALD E. WILKERSON, D.D., V.G.**

Auxiliary Bishop of Los Angeles; ordained May 1, 1965; appointed Titular Bishop of Vincennes and Auxiliary Bishop of Los Angeles November 5, 1997; ordained Bishop January 21, 1998. *Office: San Fernando Pastoral Region, 15101 San Fernando Mission Blvd., Mission Hills, CA 91345-1106. Tel: 818-361-6009; Fax: 818-361-6270.*

Most Reverend

**EDWARD W. CLARK, D.D., S.T.D., V.G.**

Auxiliary Bishop of Los Angeles; ordained May 27, 1972; appointed Titular Bishop of Gardar and Auxiliary Bishop of Los Angeles January 16, 2001; ordained March 26, 2001. *Office: Regional Bishop, Our Lady of the Angels Pastoral Region, 5335 W. Slauson, Culver City, CA 90230. Tel: 310-215-0703; Fax: 310-215-0749.*

Most Reverend

**OSCAR AZARCON SOLIS, D.D., V.G.**

Auxiliary Bishop of Los Angeles; ordained April 28, 1979; appointed Titular Bishop of Urdi and Auxiliary Bishop of Los Angeles December 11, 2003; ordained February 10, 2004. *Office: San Pedro Pastoral Region, 3555 St. Pateratus Pl., Lakewood, CA 90713-1418. Tel: 562-684-0456; Fax: 562-631-4783.*

Most Reverend

**ALEXANDER SALAZAR, D.D., V.G.**

Auxiliary Bishop of Los Angeles; ordained June 18, 1984; appointed Titular Bishop of Nequally and Auxiliary Bishop of Los Angeles September 7, 2004; ordained November 4, 2004. *Office: Ethnic Ministry, Life, Justice and Peace, 3424 Wilshire Blvd., Los Angeles, CA 90010-2241. Tel: 213-637-7356; Fax: 213-637-6356.*

Square Miles 8,763.

Diocese Established 1940; an Archbishopric July 11, 1938.

Coverages the Counties of Los Angeles, Santa Barbara and Ventura in the State of California.

Patroness of the Diocese: St. Vibiana.

Legal Titles:

The Roman Catholic Archbishop of Los Angeles, a Corporation Sole.

Archdiocese of Los Angeles Education and Welfare Corporation.

Our Lady Queen of Angels.

St. John's Seminary College.

St. John's Seminary in California.

The Cardinal McIntyre Fund for Charity.

Catholic Charities of Los Angeles, Inc.

Catholic Charities Community Development Corporation.

The Tidings.

Vida Nueva.

Catholic Education Foundation.

Ope Caritas.

Cathedral of Our Lady of the Angels.

For legal titles of parishes and archdiocesan institutions, consult the Chancery Office.

## STATISTICAL OVERVIEW

<b>Personnel</b>		<b>Missions</b>	10	<b>Total Students</b>	15,209
Retired Cardinals	1	Pastoral Centers	15	High Schools, Diocesan and Parish	26
Archbishops	1	<b>Professional Ministry Personnel:</b>		Total Students	13,903
Auxiliary Bishops	5	Brothers	15	High Schools, Private	25
Retired Bishops	1	Sisters	97	Total Students	12,879
Abbots	1	Lay Ministers	531	Elementary Schools, Diocesan and Parish	209
Retired Abbots	1	<b>Welfare</b>		Total Students	50,758
Priests: Diocesan Active in Diocese	311	Catholic Hospitals	13	Elementary Schools, Private	8
Priests: Diocesan Active Outside Diocese	8	Total Assisted	2,404,300	Total Students	2,304
Priests: Retired, Sick or Absent	185	Health Care Centers	5	Catechesis/Religious Education:	
Number of Diocesan Priests	504	Total Assisted	9,600	High School Students	33,450
Religious Priests in Diocese	540	Homes for the Aged	12	Elementary Students	77,036
Total Priests in Diocese	1,044	Total Assisted	1,203	Total Students under Catholic Instruction	205,816
Extern Priests in Diocese	120	Residential Care of Children	2	<b>Teachers in the Diocese:</b>	
<b>Ordinations:</b>		Total Assisted	188	Priests	34
Diocesan Priests	4	Day Care Centers	5	Sisters	84
Religious Priests	5	Total Assisted	342	Lay Teachers	4,233
Transitional Deacons	9	Specialized Homes	1	<b>Vital Statistics</b>	
Permanent Deacons	13	Total Assisted	92	Receptions into the Church:	
Permanent Deacons in Diocese	391	Special Centers for Social Services	27	Infant Baptism Totals	67,236
Total Brothers	81	Total Assisted	90,659	Minor Baptism Totals	2,850
Total Sisters	1,644	Other Institutions	6	Adult Baptism Totals	1,231
<b>Parishes</b>		Total Assisted	2,199	Received into Full Communion	4,690
Parishes	287	<b>Educational</b>		First Communions	45,412
With Resident Pastor:		Seminaries, Diocesan	1	Confirmations	24,537
Resident Diocesan Priests	167	Students from This Diocese	56	<b>Marriages:</b>	
Resident Religious Priests	50	Students from Other Diocese	40	Catholic	6,404
Without Resident Pastor:		Diocesan Students in Other Seminaries	2	Interfaith	788
Administered by Priests	50	Seminaries, Religious	11	Total Marriages	7,192
Administered by Deacons	4	Students Religious	19	Deaths	10,245
Administered by Religious Women	1	Total Seminarians	77		
Administered by Lay People	3	Colleges and Universities	4		
Administered by Pastoral Teams, etc.	12				

*Elizabeth Ann Seton Residence*, 123 E. 14th St., Long Beach, 90813. Tel: 562-388-7670.  
*Family Source Center*, 1115 Mahar Ave., Wilmington, 90744. Tel: 310-834-7265.

*Long Beach Community Services Center*, 123 E. 14th St., Long Beach, 90813. Tel: 562-661-1351; Fax: 562-661-2481.

*Mahar House Community Center*, 1115 Mahar Ave., Wilmington, 90744. Tel: 310-834-7265; Fax: 310-834-8813.

*Pico Rivera Family Resource Center*, 5014 Passions Rd., Pico Rivera, 90680. Tel: 562-949-0937.

*Project Achille Shaler*, 123 E. 14th St., Long Beach, 90813. Tel: 562-315-9884.

**SANTA BARBARA REGION: SANTA BARBARA COUNTY**, 609 E. Haley St., Santa Barbara, 93103. Tel: 805-965-7045; Fax: 805-963-2378. Frank Bogner, D.P.A., Regl. Dir. (Lompoc, Santa Maria, Santa Barbara, Carpinteria).

*Carpinteria Community Services*, 941 Walnut St., Carpinteria, 93013. Tel: 805-484-8821; Fax: 805-684-9771.

*Catholic Counseling Services - Santa Barbara*, 609 E. Haley St., Santa Barbara, 93103. Tel: 805-965-7045; Fax: 805-963-2378.

*Cayman Valley Community Food Distribution Center*, Tel: 805-923-2059.

*Guadalupe Community Food Distribution Center*, Tel: 805-923-2059.

*Lompoc Community Services & Food Pantry*, 325 N. 2nd St., Lompoc, 93486. Tel: 805-738-6335.

*Santa Barbara Community Services*, 609 E. Haley St., Santa Barbara, 93103. Tel: 805-965-7045.

*Santa Maria Community Services*, 607 W. Main St., Santa Maria, 93454. Tel: 805-923-2059; Fax: 805-925-1979.

*Sisquoc Community Food Distribution Center*, 4949 Fresno Canyon Rd., Sisquoc, 93454.

*Thrifty Shopper at Catholic Charities*, 609 E. Haley St., Santa Barbara, 93103. Tel: 805-965-9659.

*Thrifty Shopper at Catholic Charities (Thrift Store)*, 609 W. Main St., Santa Maria, 93454. Tel: 805-923-2059.

**SANTA BARBARA REGION: VENTURA COUNTY**, 303 N. Ventura Ave., Sta. C, Ventura, 93001. Tel: 805-642-4784; Fax: 805-641-1898. Patricia Essoff, B.A., Prog. Dir. (Camarillo, Moorpark, Oxnard, Thousand Oaks, Simi Valley, Ventura, Conejo Valley).

*Handicapped*, 303 N. Ventura Ave., Sta. A, Ventura, 93001-1938. Tel: 805-643-4784.

*Moorpark Community Services*, 613 Spring Rd., Sta. 101, Moorpark, 93021. Tel: 805-638-0720.

*Older Adult Services and Intervention System (OASIS)*, 3533 Ventura Blvd., Camarillo, 93010. Tel: 805-967-9063; Fax: 805-353-1518.

*Oxnard Community Services*, 402 N. "A" St., Oxnard, 93030. Tel: 805-485-8900.

*Ventura Community Services*, 303 N. Ventura Ave., Sta. A, Ventura, 93001. Tel: 805-642-4694.

#### [Y] SUMMER CAMPS

**LOS ANGELES**, *Scouting and Camp Fire Ministry/Catholic Youth Camps*, 4811 Rimbault Ave., Covina, 91724. Tel: 626-225-6436 (Girls); 626-225-3834 (Boys). Sharon Shellman, Chm. CLGSC. Tel: 626-967-1815; Fax: 626-966-9610; Maureen Brown, Vice Chm. Boys.

*St. Vincent de Paul Ranch Camp*, 210 N. Ave. 21st, 90031. Tel: 323-224-6212; Fax: 323-226-4997. *Camp Address*, 2550 Hwy. 154, Santa Barbara, 93105. Raymond P. Lopez, Dir. Camp. (Boys, Ages 7-13); Sponsored by St. Vincent de Paul Society. Capacity 100.

*Sacred Heart Retreat Camp*, 889 S. Rimpau Blvd., 90005. Tel: 323-835-2372. *Camp Office*, 886 Cienega Rd., P.O. Box 1795, Big Bear Lake, 92315. Tel: 909-866-6696; Fax: 909-866-5650. Girls Sessions, Ages 8-17 years; Owned and operated by the Sisters of the Society Devoted to the Sacred Heart; Located at Big Bear Lake.

**ENCINO**, *Camp Mariastella*, 4316 Lenz Rd., 91436. Tel: 818-285-1555; Fax: 818-285-1556. St. Jennifer Gneta, S.S.S., Exec. Dir. Girls, ages 7-18, camp teen retreats; Owned & Chartered by Sisters of Social Service; Located in Wrightwood. Capacity 140.

#### [Z] ST. VINCENT DE PAUL SOCIETY

**LOS ANGELES**, *Society of Saint Vincent de Paul Council of Los Angeles*, 210 N. Avenue 21, 90031. Tel: 323-224-6287; Fax: 323-226-4997. Email: dreyes@avdpla.org. Web: www.avdpla.org. David R. Fields, Exec. Dir. Tel: 323-224-6289. Email: dfields@avdpla.org; David Garcia, Deputy Exec. Dir.; Susana Santana, Assoc. Exec. Dir.; James Bibb, Dir. Opera. Tel: 323-226-1770. Email: jamesbibb@avdpla.org; Catalina M. Miller, Dir. St. Vincent de Paul Conferences. Tel: 888-552-7872. Email: cmiller@avdpla.org.

*St. Vincent de Paul Ranch Camp & Retreat Center*, 2550 Hwy. 154, Santa Barbara, 93105. Tel: 323-224-

6213; Fax: 323-226-4997. Raymond P. Lopez, Dir.

*St. Vincent's Cardinal Manning Center*, 231 Winston St., 90013. Tel: 213-323-8963; Fax: 213-620-9141. Lawrence Hurst, Dir. Social Svcs.

*St. Vincent de Paul Stores*, 210 N. Ave. 21, 90031. Tel: 323-224-6280; Fax: 323-226-4997.

For Pick Up: 323-224-6280; 800-974-3571.

#### [AA] NEWMAN CENTERS

**LOS ANGELES**, *Campus Ministry c/o Office of the Chancellor*, 3434 Wilshire Blvd., 90010-2341. Tel: 213-637-7000; Fax: 213-637-6000.

*Loyola Law School*, 919 S. Albany St., P.O. Box 15019, 90019. Tel: 213-786-1000; Fax: 213-880-3769. Rev. Luis Arriaga, S.J. (Mexico), Dir.

*Loyola Marymount University*, One LMU Dr., 90045-2656. Tel: 310-338-9700; Fax: 310-338-1845.

Rev. James Epps, S.J., Dir.

*Mount St. Mary College, Chalon Campus*, 12001 Chalon Rd., 90049-1699. Tel: 310-954-4125; Fax: 310-954-4346. Gail Gresser, Dir.

*Mount St. Mary College, Downtown Campus*, 10 Chester Pl., 90007-3598. Tel: 213-477-2673; Fax: 213-477-2669. Gail Gresser, Dir.

*Occidental College, Catholic Campus Ministry*, 1800 Campus Rd., 90041. Tel: 323-259-2821; Fax: 323-255-3067. Rev. Boniface Willard, O.P., Dir.

*University of California, Los Angeles, University Catholic Center*, 633 Gayley Ave., 90024. Tel: 310-306-5015; Fax: 310-306-6077. Rev. Peter Abdella, C.S.P., Dir.

*University of Southern California Our Saviour University Parish*, 844 W. 22nd St., 90007. Tel: 213-749-6341; Fax: 213-749-3475. Rev. Lawrence Seyer, Dir.

*California Institute of Technology*, 1200 E. California Blvd., Pasadena, 91125. Tel: 626-395-6811; Fax: 626-792-0475.

*Claremont Colleges McAllister Religious Center*, 919 N. Columbia, Claremont, 91711. Tel: 909-621-8000, Ext. 18085; Fax: 909-621-6304. Rev. Joe Fenton, S.M.

*University of California Santa Barbara St. Mark University Parish*, 6550 Picasso Rd., Goleta, 93117. Tel: 805-969-1078; Fax: 805-966-3565. Rev. John W. Love.

*University of La Verne (La Verne) Campus Ministry*, 1980 Third St., La Verne, 91750. Tel: 909-593-3511, Ext. 4320; Fax: 909-398-3753.

*Marymount California University Campus Ministry*, 90900 Palos Verdes Dr. E., Rancho Palos Verdes, 90275-8299. Tel: 310-303-7342; Fax: 310-377-6233. Web: www.marymount.edu. Rev. Mark Villano, C.S.P., Chap.

#### [BB] MISCELLANEOUS LISTINGS

**LOS ANGELES**, *"Archdiocese of Los Angeles Insurance Company*, 3424 Wilshire Blvd., 90010.

*"Archdiocese of Los Angeles Risk Management Corporation*, 3424 Wilshire Blvd., 90010.

*Catholic Big Brothers Big Sisters, Inc.*, 1530 James M. Wood Blvd., 90015. Tel: 213-351-9800; 213-351-7760 (TTY); Fax: 213-351-9866. Email: info@catholicbigbrothers.org. Web: www.catholicbigbrothers.org. Ken Martinet, Pres. & CEO. Branch offices throughout Los Angeles county; A mentoring organization for 90 years, its core program matches adult volunteers with children between the ages of 7 and 14. Volunteer mentors provide role modeling and friendship in a one-to-one relationship. Other programs include mentoring among adults, high school youth, and elementary children; school based and site based after-school mentoring.

*Catholic Charities Community Development Corporation, Inc.*, 1531 James M. Wood Blvd., P.O. Box 15095, 90015-0095. Tel: 213-351-3475; Fax: 213-380-4603.

*Charisma in Missions, La Portinucula*, 1059 S. Gage Ave., 90023. Tel: 323-250-7031; Fax: 323-260-7221. Catholic Center of Evangelization and renewal ministries. A service for Hispanic people through ongoing affirmation and growth seminars and courses; Catholic evangelists' formation courses; direct evangelization missions; social service programs; prayer hot-line services; television and radio ministries; and a bookstore providing Catholic books, audio and video cassettes.

*Equestrian Order of the Holy Sepulchre of Jerusalem Western U.S.A. Lieutenant*, 3424 Wilshire Blvd., 6th Fl., 90010. Tel: 213-637-7694; Fax: 213-637-6123. Email: awilliams@khswesternusa.org. Web: www.khswesternusa.org. H.E. Sir William H. Davidson, Lieutenant.

*3424 Wilshire Blvd., 6th Fl., 90010-3241. Tel: 213-637-7634; Fax: 213-637-6123. His Eminence Cardinal Roger Michael Mahony, Grand Prior (Retired).*

*"Estrella del Mar de Los Angeles, Inc. dba Regis Home Community Center* (1949) 2212 W. Beverly

Bldg., 90057. Tel: 213-380-8168; Fax: 213-380-8160. Email: regishomeco@att.net. Sisters Albertina Morales, S.S.S., Dir.; Theresita Saavedra, S.S.S., Prog. Dir. Sisters of Social Service 2.

*"Federation of Oases of Kolonia John the Baptist*, 1016 W. Manchester Ave., 90044. Tel: 310-990-6362. Sr. Maire S. Close, Contact Person.

*The Focolare Movement, Men's Branch (California) (Work of Mary)*, 5016 Cowan Ave., 90045-1405. Tel: 310-670-6738. Email: focolara.mla@gmail.com. Web: www.focolare.us. Mr. John Castanon, Dir. West Coast. Formation in the Spirituality of Unity.

*The Focolare Movement, Women's Branch*, P.O. Box 45845, 90045. Tel: 310-470-8505. Email: cfllosangeles@verizon.net. Donna Kamp, Dir., West Coast.

*St. Francis Center*, 1335 S. Hope St., 90015. Tel: 213-747-6347; Fax: 213-765-8315. Email: info@sfca.org. Web: www.sfca.org. Jill Ramelski, Exec. Dir.; Jill Ramelski, Asst. Exec. Dir. A nonprofit, charitable corporation serving the homeless, children and low income families in downtown Los Angeles.

*Franciscan Communications*, 1530 James M. Wood Blvd., 90015. Tel: 213-351-9800; Fax: 213-251-9855. Kenneth E. Martinet, Pres. & CEO.

*"Friends of John Paul II Foundation of California*, 3424 W. Adams Blvd., 90013. Tel: 805-796-0960. Email: bogusla.docrr@gmail.com. Boguslaw Doerr, Pres.

*"Hospitalier Foundation of California, Inc., The*, 2485 S. St. Andrew's Pl., 90018. Tel: 323-731-7141; Fax: 323-731-8717. Email: info@hospitalierfoundation.org. Web: www.hospitalierfoundation.org. Bro. Patrick Carr, O.H., Pres., Dir. & Mod. (Fundraising for St. John of God Retirement and Care Center)

*Women's League of St. John of God* Tel: 323-731-7141; Fax: 323-731-8717.

*Helpers Club of St. John of God* Tel: 323-731-7141; Fax: 323-731-8717.

*Hotel Den*, 285 S. Lake St., Ste. 202, 90057. Tel: 213-457-7006; Fax: 213-454-7006. Mary McKenna, CFO.

*"The Institute for Advanced Catholic Studies, University Religious Center*, 635 W. 24th St., Ste. 102, 90069-0751. Tel: 213-740-5065; 213-740-1864; Fax: 213-740-2179. Email: iacsc@comcast.net. Web: www.iacsc.com; www.instituteforadvancedcatholicstudies.com. Rev. James L. Heit, S.M., Contact Person.

*Korean Catholic Renewal Movement of Southern California*, 1230 San Fernando Rd., 90045. Tel: 323-231-5814. Rev. Constantine Kihyun Bae (Korea, South), Chap.

*Lay Mission Helpers Association*, 3435 Wilshire Blvd., Ste. 1940, 90010-1901. Tel: 213-368-1870; Fax: 213-368-1871. Email: info@laymissionhelpers.org. Web: www.laymissionhelpers.org. Janice England, Prog. Dir.

*"Little Flower Center dba Little Flower Educational Child Care & Little Flower Missionary House*, 920 E. Alhambra Rd., Alhambra, 91801-2704. Tel: 323-221-9245; Fax: 323-221-9531. Email: administrator@littleflowerla.org. Web: www.littleflowerla.org. 3434 Gates St., 90031. St. Gabriela Sandoval, O.C.D., Admin. Sponsored by the Carmelite Sisters of the Most Sacred Heart of Los Angeles. Sisters 6; Lay Teachers 12; Capacity 133; Kindergarten Capacity 28.

*"Mission Doctors Association*, 3435 Wilshire Blvd., Ste. 1940, 90010. Tel: 213-368-1875; Fax: 213-368-1871. Web: www.missiondoctors.org. Elise Frederick, Exec. Dir.

*Notre Dame Academy Facilities Corporation*, 2851 Overland Ave., 90064. Tel: 310-339-8289.

*Notre Dame Academy Schools Foundation*, 2851 Overland Ave., 90064. Tel: 310-339-8289.

*Opus Caritas, Inc.*, 1531 James W. Wood Blvd., 90015-0095. Tel: 213-351-3464. Rev. Magr. Gregory A. Cox, M.S.W., M.B.A., M.Div., Contact Person.

*"Salesian Boys & Girls Club of Los Angeles*, 3216 Wabash Ave., 90063. Tel: 323-263-7519; Fax: 323-263-8558. Email: tmsa@salesianclub-la.org. Web: www.salesianclub-la.org.

*Salesian Family Youth Center*, 2328 E. 4th St., 90033. Tel: 323-880-8551; Fax: 323-880-8584. The Salesian Family Youth Center is an outreach site of the Salesian Boys and Girls Club of Los Angeles and forms a single corporate entity with the Salesian Boys and Girls Club of Los Angeles.

*Serra Institute*, 2080 N. Vermont, 90027. Tel: 323-664-9282. Email: garyo@aol.com. Web: quantumtheology.org.

*Servants of the Immaculate Child Mary*, 5135 Dartmouth Ave., 90032. Tel: 323-235-3278; Fax: 323-225-3273. Sr. Raquel Sandoval, Contact Person.



State of California

## Franchise Tax Board

PO Box 1286

Rancho Cordova CA 95741-1286

THE ROMAN CATHOLIC ARCHDIOCESE OF LOS ANGELES  
 3424 WILSHIRE BL  
 LOS ANGELES CA 90010

Date: 04.22.16  
 Case: 26600590427668640  
 Case Unit: 26600590427668643  
 In reply refer to: 780:ANP:F120

Regarding	: Tax-Exempt Status
Organization's Name	: The Roman Catholic Archdiocese of Los Angeles
CCN	: 0039839
Purpose	: Church
R&TC Section	: 23701d
Form of Organization	: Incorporated
Accounting Period Ending	: 06/30
Tax-Exempt Status Effective	: 04/01/1904

### Group Acknowledgement Letter

We acknowledge your subordinates as tax- exempt from California franchise or income tax as stated in the above Revenue and Taxation Code (R&TC) section.

We based our decision on the group exemption letter issued by the Internal Revenue Service that states that both the central organization and all of its subordinates are tax-exempt.

To retain tax-exempt status, the organization must be organized and operating for nonprofit purposes within the provisions of the above R&TC section. An inactive organization is not entitled to tax-exempt status.

In order to maintain the group tax-exempt status, the organization must submit within 45 calendar days after the end of the accounting period, a list showing all:

- Changes in the purpose, character, or method of operation of subordinates exempt under this group tax-exempt letter.
- Active California subordinates, including their respective identification numbers and mailing addresses.
- Subordinates that have ceased to exist or that have disaffiliated from the organization since last reported to us.



California law requires your subordinates to file each year either the Form 199, *Exempt Organization Annual Information Return* or FTB 199N, *California e-Postcard*. If you prefer, you may file a Form 199 group return for those subordinates that authorize you in writing to include them in that return. You are required to file a separate Form 199 or FTB 199N for your own activities, and may not be included on any group return that you file for your subordinates.

For complete filing requirements get, FTB Pub. 1068, *Exempt Organizations - Filing Requirements and Filing Fees*. Go to [ftb.ca.gov](http://ftb.ca.gov) and search for 1068.

Ashneel N. Prakash  
Telephone: 916.845.4171  
Fax: 916.845.9383

cc: Rosa Cumare, Esq

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 23 2015

WESTERN USA LIEUTENANCY OF THE  
EQUESTRIAN ORDER OF THE HOLY  
C/O ROSE CUMARE  
301 N LAKE AVE ST 810  
PASADENA, CA 91101

Employer Identification Number:  
61-1442249  
DLN:  
17053258364045  
Contact Person:  
SHEILA M ROBINSON ID# 31220  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
No  
Effective Date of Exemption:  
July 31, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Our records show you were previously tax exempt as a subordinate under group exemption number 0928. Because you applied for and were granted your own individual tax-exempt status, you no longer rely on your affiliation with a parent organization for recognition of your tax exemption and you'll be listed individually in the Exempt Organizations Select Check (Pub. 78 data).

If, in the future, you choose to become a subordinate under a group ruling, you'll lose your individual recognition of tax-exempt status and you'll no longer appear in the Exempt Organizations Select Check (Pub. 78 data). Moreover, if you become a subordinate under a group ruling and your parent organization loses its tax-exempt status, you also will lose your exempt status. To reestablish your individual tax exemption after rejoining a group exemption, you'll be required to reapply and pay the appropriate user fee.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual

Letter 947

-2-

WESTERN USA LIEUTENANCY OF THE

information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements



## Western Lieutenancy ([Http://Eohsjwesternusa.org](http://Eohsjwesternusa.org))

### AREA NEWS

The Order  
([Http://Eohsjwesternusa.org/The-Mission-Of-The-Order](http://Eohsjwesternusa.org/The-Mission-Of-The-Order))

Member Login  
([https://PortalEohsjwesternusa.org/Knights/Sign\\_In](https://PortalEohsjwesternusa.org/Knights/Sign_In))



### Los Angeles Area News

The Los Angeles area is proud to announce the first meeting of the **Los Angeles Area Council**, a group of members who will help in the direction and management of the EOHSJ Los Angeles Area. The Council will advise the Co-Councillors and organize the activities and projects within our area. Council members include Deacon Sir Ryan and Lady Wynsdey Adams (Our Lady Queen of Peace Project), Lady Judy Brooks (Events coordinator), Lady Rosa Cumare (Special programs and Liturgy), Lady Sharyn and Sir Peter Godfrey (Justice and Peace), Sir Jim and Lady Judy Salz (Golf Tournament), Sir Brad Sharp (Micro-loans), Rev. Sir Alexei Smith (Pastoral), Lady Emma Stewart (First Monday Rosary), Sir Ron and Lady Michelle Swallow (Membership). We have submitted a Strategic Plan for the Los Angeles area that has been submitted to the Lieutenancy for approval. This is a first for our Lieutenancy and we are excited at the many upcoming programs, opportunities and upcoming events that we are planning.

**Nominees:** The Los Angeles Area has more than 20 nominees this year! All of our nominees have been accepted and have been sent their invitation letters this week. Our thanks to the Nominators and Seconders who proposed these fine candidates. Please contact them and encourage their acceptance of our invitation to join.

### **Upcoming Events:**

#### *First Monday Rosary*

Please join our fellow Knights and Ladies at 7:00PM on the First Monday of every month to pray the Glorious Mysteries of the Rosary:

The following is the link to the United States Conference of Catholic Bishops Spiritual Rosary of the Joyful Mysteries:

The following is the link to the United States Conference of Catholic Bishops Spiritual Rosary of the Glorious Mysteries:

<http://www.usccb.org/prayer-and-worship/prayers-and-devotions/rosaries/a-rosary-for-life-the-glorious-mysteries.cfm> (<http://www.usccb.org/prayer-and-worship/prayers-and-devotions/rosaries/a-rosary-for-life-the-glorious-mysteries.cfm>)

The following are links to each Mystery devotional available at EWTN:

- The Resurrection  
(<https://www.ewtn.com/Devotionals/prayers/rosary/Resurrection.htm>)
- The Ascension  
(<https://www.ewtn.com/Devotionals/prayers/rosary/Ascension.htm>)
- The Descent of the Holy Spirit  
(<https://www.ewtn.com/Devotionals/prayers/rosary/descent.htm>)
- The Assumption of the Blessed Virgin Mary  
(<https://www.ewtn.com/Devotionals/prayers/rosary/Assumption.htm>)
- The Coronation of the Blessed Virgin Mary  
(<https://www.ewtn.com/Devotionals/prayers/rosary/Coronation.htm>)

**Please pray for Justice, Peace and the fight against the forces of evil.**

To join a local gathering praying the Rosary please contact:

Lady Louise Garcia ( loulzmg@yahoo.com) San Pedro and South Bay areas

Lady Nancy Iredale (nancyiredale@paulhastings.com) West Side area

Lady Emma Stewart (epsstewart@yahoo.com) Northeast and San Gabriel Valley areas

***April 30: EOHSJ Golf Tournament: SAVE THE DATE***

Sir Jim and Lady Judy Salz are organizing a fun-fundraiser to support Our Lady Queen of Peace Center (Jordan) the afternoon of Saturday, April 30th at Scholl Canyon Golf & Tennis Club in Glendale. Now is the time to start gathering your fellow members and friends for foursomes and sponsorships. More information will be forthcoming. Volunteers will be needed.

*"Deus lo vult." God wills it.*

**Area Co-Councillors for the Archdiocese of Los Angeles**

**Sir Dennis and Lady Susan De Pietro**

Voice: 323-257-4253

Cellular: 323-314-4031

Email: ddp@fdpands.com (mailto:ddp@fdpands.com) or sdepietro@sbcglobal.net (mailto:sdepietro@sbcglobal.net)



## Orange Area News

More than a dozen Orange members Robed and processed for an interfaith Ecumenical Prayer Service at Christ Cathedral hosted by Most Rev. Sir Kevin Vann and, during December, several Knights and Ladies Robed and participated in our Area's first "corporate communion" at St. Kilian's where Rev. Sir Bruce Patterson is Pastor. Rev. Sir Felix Just concelebrated the Mass and gave a succinct introduction to our Order, after which members were available for personal discussions and to answer questions that parishioners had.

Encouraged by Rev. Sir John Janze, members and parishioners at St. Thomas More Parish combined forces to provide Christmastide "merchandise card" assistance to the Chaldean Catholics of the Western United States who have recently immigrated to the United States from Iraq and neighboring Middle East countries. Our Chaldean brothers and sisters are having great difficulty settling into jobs and the local community and appreciated the support from our Order.

Sir Jay and Lady Annette Hills organized and hosted the Area's first EOHSJ "small prayer group" meeting in their home. The intent is to provide a prayerful environment for spiritual growth and personal sanctification for a small group of members; they will meet twice a month to pray, and to share and learn more about their faith – and local activities – it might relate to the Order. The plan is to expand this to other Orange Area Deaneries during 2016.

Our local Justice & Peace team collaborated with Caritas Jerusalem to arrange a second micro-loan for a Catholic business owner in the Holy Land. Funded by more than two dozen members who purchased 'shares' at \$100 per share, a loan was funded for George Awwad to purchase a new minivan that is used to ferry school children from their homes to schools in Jerusalem. On a related item, some of our Area members had the opportunity to meet with Caritas Jerusalem leadership – and our two Holy Land loan beneficiaries – during their February Pilgrimage; they received a positive progress report on this undertaking.

Congratulations to Sir Lauren and Lady Sophia Rose Dodd who have been selected to help lead the Western Lieutenancy Justice & Peace Advisory Team, and also to Rev. Sir Felix Just who has been named the Western Lieutenancy's Co-Director of Mercy for

the Jubilee Year of Mercy. Rev. Msgr. Sir Doug Cook has been appointed by Pope Francis as the Priest missionary for the Diocese of Orange; Lady Ginny Espenship has accepted the local leadership position for the Orange Spirituality team, and Sir Norm Anderson continues as the leader of our local Justice & Peace team.

To commemorate the Jubilee Year of Mercy, members of the local Spirituality team produced and published the "2016 Lenten Continuous Novena for the Holy Land". It was distributed to all Orange members, and a copy was forwarded to Western Lieutenancy leadership.

During our March 12<sup>th</sup> Mid-Year meeting more than 100 members participated in the half-day Mass, retreat, business meeting, and lunch. Honored guests included H. E. Sir Patrick Powers and Lady Margie Romano. Rev. Msgr. Doug Cook – the newly appointed Diocese of Orange 'missionary priest' for the Jubilee Year of Mercy – was our featured speaker.

We are looking forward to welcoming our 13 Candidates for the "Class of 2016 Investiture". A reception 'mixer' is planned for May to meet with the Candidates – and members – and continue to informally discuss the many facets of the Order that can interest our newest members-to-be.

#### **Area Co-Councillors for the Diocese of Orange**

**Lady Kathleen and Sir Terrence McGaughan**

Cellular: 949-701-3763

Email: temcgaughan@northshoreaero.com

#### **Phoenix Area News**

#### **Area Co-Councillors for the Diocese of Phoenix**

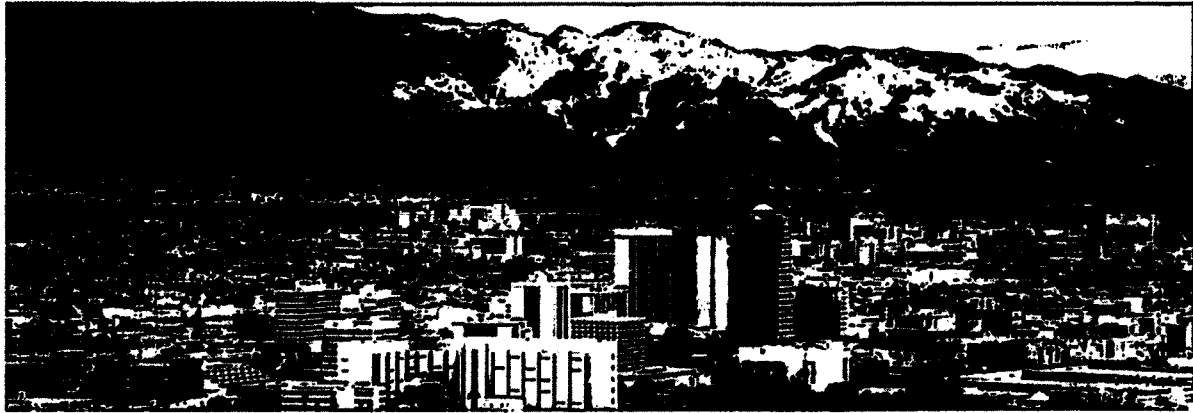
**Lady Julie Nackard**

Email: julienackard@gmail.com

**Sir Frank Rivera**

Email: fcrivera@atl-quality.com





### Tucson Area News

Tucson congratulates and thanks Sir Don and Lady Terrya Rez, and the entire San Diego team for a wonderful Annual Meeting. The addition of the Ministry Fair was well received and educational. It exposed us to the many activities of our Order and allowed us to consider all those whose lives we touch. Members of the Tucson planning committee for next year's meeting were able to "shadow" the San Diego team – thank you San Diego!

Sister Lois Paha, O.P., D.Min. and Deacon Edward Gomez were invested into the Order during the Mass of the Rite of Solemn Investiture. Four members received promotions: Lady Ann Dickson to Grand Officer (LC\*HS), and Reverend Sir Gregory Adolf, Sir Charles Irwin and Sir Michael Marum to Knight Commander (KCHS).

Members of the Tucson Diocese joined members of the Phoenix Diocese for a day of reflection for the Feast of the Exaltation of the Cross at the Franciscan Renewal Center in Scottsdale. Very Reverend Thomas Enneking, O.S.C., who led the retreat, is the Prior Provincial of the Order of the Holy Cross and the religious superior of the Crosier Fathers and Brothers in the United States. Lady Kathy Nedder and Sir Frank Rivera's efforts in coordinating this spiritual day are more than appreciated.

Sir Henry and Lady Maria Sarnoff continue to coordinate First Monday rosaries at St. Thomas the Apostle Church, Tucson, followed by a social gathering. Lady Ann Dickson, in Sierra Vista, and Lady Cindy Nuttall, in Apache Junction, coordinate First Monday rosaries in their respective cities.

At the request of His Excellency, the Most Reverend Sir Gerald F. Kicanas, our Order participated in three special Liturgies: the Annual Red Mass, the Opening of the Holy Door, and the Ordination to the Priesthood of Deacon George Lockwood Holley.

Lady Ann Dickson accepted a position on the Justice and Peace Committee for the Western Lieutenancy and will represent the Tucson Diocese.

Bishop Kicanas leads a 12-day pilgrimage to Rome and Turkey last October following the footsteps of Saints Peter and Paul. Many of our members accompanied the bishop on this spiritual journey through Izmir, Istanbul, Asian Turkey, ancient Troy, Rome and Ephesus.

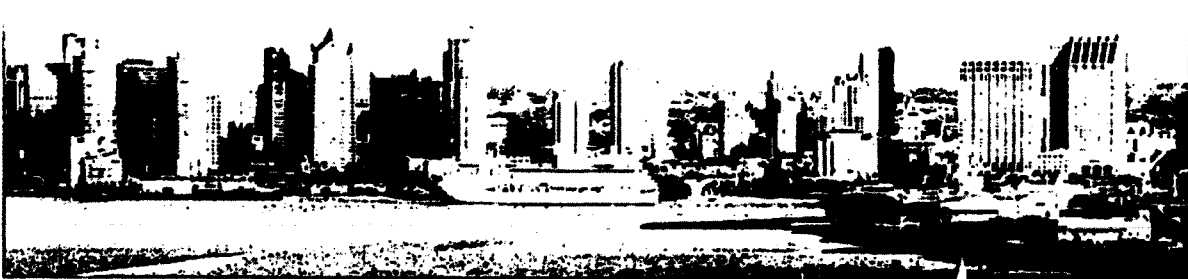
Plans are already being made for the 2016 Annual Meeting to be held at the JW Marriott Starr Pass Resort & Spa beginning on September 30. We hope to reflect the diversity of the Tucson Diocese with entertainment and decorations from the ancient traditions of the Matachines to the Wild West cowboys.

### *Upcoming Events*

#### **Area Co-Councillors for the Diocese of Tucson**

**Lady Karen and Sir William McEwen**

eohsj.tucson@gmail.com



## San Diego

On Saturday Dec. 12, the feast day of Our Lady of Guadalupe, 53 Knights and Ladies of the San Diego area met at Our Lady of Confidence Parish for a morning of reflection to kick off the Holy Father's Jubilee Year of Mercy. Father John Ezratty, a priest of the Miles Christi religious order, celebrated Mass, with music beautifully sung by Lady Carolyn Davidson. After a brunch, Father John gave us an inspiring presentation on what the Year of Mercy is all about and explained the special graces we can obtain during this Jubilee Year by performing corporal and spiritual works of mercy. It was a wonderful learning experience.

Also mark your calendar for our first Monday rosaries each month at 7:00pm at All Hallows parish. Each rosary is followed by a reception in the Parish library. Please join us for much needed prayer for peace in the Holy Land. The Rosary is the most powerful weapon we have to bring about a peaceful resolution to the wars and destruction in the Middle East.

We continue to enjoy periodic updates from our seminarian, Ramez Fawadleh, who shared with us that the seminarians at Beit Jala went to Jerusalem this past week to participate in the debut of the Year of Mercy in the Latin Patriarchate at the Gethsemane church. Please keep the seminarians in prayer as they begin their exams for the end of the first semester.

**Area Co-Councillors for the Diocese of San Diego**  
**Lady Margot and Sir Thomas Kyd**

## San Bernardino

### ANNUAL NEWSLETTER REPORT FOR SAN BERNARDINO 2015-2016

Many of the Knights and Ladies of the Diocese of San Bernardino have expressed their thorough enjoyment of the Annual Meeting held In San Diego Diocese this past September. Since that event, the Knights and Ladies have participated in the following events.

On November 21, 2015 six men of the Diocese were ordained as permanent deacons, including Sir Ayed (Eddie) Khader, KHS, at Sacred Heart in Rancho Cucamonga. Knights and Ladies were honored to be invited to this special celebration and are appreciative of the service and sacrifice the deacons (and their families) are making for our Diocese. As an added surprise, Sir Eddie was gifted with stoles by the Knights and Ladies of the Diocese of San Bernardino. Sir Eddie participates in the Redlands area Monday Rosary group, along with other activities

On December 8, 2015, Knights and Ladies attended the Year of Mercy Mass celebrated at Holy Rosary Cathedral in San Bernardino.

As 2015 came to a close, the Knights and Ladies sponsored a "Salute To Our Bishops" anniversary luncheon event on December 20, 2015. The Event was organized by Lady Susan Herbst LG\*HS and Lady Densy Chandra LG\*HS, along with numerous other volunteers. Mass was con-celebrated in the Diocesan Chapel by Most Rev. Bishop Sir Gerald R. Barnes KC\*HS and Most Rev. Bishop Sir Rutilio J. del Riego KC\*HS, honorees for the event. Afterward, about 70 Knights, Ladies, Priests and invited guests dined at the Arrowhead Country Club. Live classical music filled the banquet room, interspersed with talks and a slide presentation on each of the Bishop's service to the Catholic Church. Knights and Ladies were given an enlightening glimpse into the commitment these two Bishops have made to the mission of Our Lord Jesus Christ. We all experienced God's gift to us of the Infant Jesus in a special way that day.

Lady Jennifer Campbell LGHS has gathered several members into our Spiritual Committee, and she and her committee are currently organizing a Day of Recollection which will be held prior to the 2016 Annual Meeting in Tucson, Arizona. The involvement of our members in the Monday Rosaries in our expansive area and in the

activities such as the Spiritual Committee is essential to build our spirituality and to make the presence of our Lord Jesus a more visible reality in our lives. We can all be thankful to their response of "Here I am."

**Area Co-Councillors for the Diocese of San Bernardino**  
**Lady Sharon and Sir Joseph Kuebler**

### **Las Vegas Area News**

During the past few months, the Las Vegas 2016 Strategic Plan Committee surveyed all of our members and, based on the results of the survey, developed a Strategic Plan. We found the discipline of developing the Plan to be invaluable, focusing our efforts with the goal of engaging each of our members to actively participate, thereby, fostering excitement in and enthusiasm for the Order while providing aid to those in desperate need.

During 2016, one of our objectives is to enhance the spiritual development of our members by providing opportunities to develop their sanctification such as Ecumenical events, Stations of the Cross and celebration of the Feast Days of the Order (in addition to the opportunities listed below). Another one of our objectives is to enhance awareness of the Order and its mission within the Diocese, by participating in Diocesan and Parish events and sharing with the parishioners the good works of the Order. We will also be assisting the Justice & Peace Advisory Team by establishing a local Justice & Peace Team in the pursuit of accomplishing the mission of the Order concerning Justice & Peace for the Christians of the Holy Land. Also, we are currently evaluating several special projects. We will propose one of them to the Lieutenant for his approval. This project will directly benefit those less fortunate in the Holy Land while bringing our members together for a common cause.

After 8 years as the Area Councillor for Las Vegas, Sir John Kilduff's term will expire in October of this year. We have identified his successors -- Sir Joe and Lady Connie Micatrotto have agreed to serve as Las Vegas Area Co-Councillors beginning in October. We could not be more pleased that Joe and Connie have agreed to accept

this leadership position. Their enthusiasm for the mission of the Order is unparalleled and their management abilities have been well tested in the business community over the years.

We continue our well attended First Monday Rosary Devotions in the Chapel and Grotto at Bishop Gorman High School. Each of the devotions includes dramatic scriptural readings and powerful background music from "The Gospel Rosary of Saint Pope John Paul II" which transports each of our members into the Gospel events of each mystery. Our devotion is followed by cookies and coffee at the school among friends.

**Area Councillor for the Diocese of Las Vegas**  
**Sir John Kilduff**

Contact (<http://eohsjwesternusa.org/contact/>)

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State of California  
**Franchise Tax Board**

PO Box 1286  
Rancho Cordova CA 95741-1286

WESTERN USA LIEUTENANCY OF THE EQUESTRIAN ORDER OF THE  
HOLY SEPUL  
555 WEST TEMPLE STREET  
LOS ANGELES CA 90012

Date: 11.01.16  
Case: 30830617021472636  
Case Unit: 30830617021472640  
In reply refer to: 760:VMD:F120

Regarding : **Tax-Exempt Status**  
Organization's Name : WESTERN USA LIEUTENANCY OF THE EQUESTRIAN ORDER OF THE HOLY  
SEPUL  
CCN : 8120725  
Purpose : Church  
R&TC § : 23701d  
Form of Organization : Unincorporated Association  
Accounting Period Ending : 12/31  
Tax-Exempt Status Effective : 09/16/1973

## Exempt Determination Letter

We have determined the organization is tax-exempt from California franchise or income tax as stated in the above Revenue and Taxation Code (R&TC) section (§).

To retain tax-exempt status, the organization must be organized and operating for nonprofit purposes within the provisions of the above R&TC section. An inactive organization is not entitled to tax-exempt status.

We have based our decision on the information submitted and the assumption that the organization's present operations will continue unchanged or conform to those proposed in the organization's application. In order for us to determine any affect on the tax-exempt status, the organization must immediately report to us any change in:

- Operation
- Character
- Purpose
- Name
- Address

Our determination may no longer be applicable, if these changes occur:

- Material facts or circumstances relating to the organization application.
- Relevant statutory, administrative, or judicial case law.
- Federal interpretation of federal law in cases where our decision was based on such interpretation.

It is the organization's responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of R&TC §21012(a)(2).

For filing requirements, get Pub. 1068, *Exempt Organizations - Filing Requirements and Filing Fees*. Go to **ftb.ca.gov** and search for **1068**.

This exemption is for state franchise or income tax purposes only. For information regarding sales tax exemption, contact the State Board of Equalization at 800.400.7115, or go to their website at **boe.ca.gov**.

Virginia M. Davis-Bell  
Telephone: 916.845.4171  
Fax: 916.843.6197

cc: ROSA M C CUMARE



## EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

BENJAMIN SERYANI A/K/A	)	
BENJAMIN SEMAAN SIRYANI an	)	
Individual, and SYNERGY	)	
SELECT ONE, LLC, an Indiana	)	
Limited Liability	)	
Corporation doing business	)	Case No. CIVDS1925212
in California,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
The Holy See A/K/A Vatican	)	
City State (HS/VCS) A/K/A	)	
Vatican Nation, et al.,	)	
	)	
Defendants.	)	
<hr style="width:60%; margin-left:0;"/>		

REMOTE PROCEEDING

DEPOSITION OF :	MARGARET ROMANO
TAKEN BY :	ROBERT J. SPITZ, ESQUIRE
Commencing :	1:09 P.M.
Location :	Pasadena, California 91101
Day, Date :	Monday, April 26, 2021
Reported by :	JOLYNE K. ROBERTS, CSR NO. 10823
Pursuant to :	Notice
Original to :	CODE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

BENJAMIN SERYANI A/K/A  
BENJAMIN SEMAAN SIRYANI an  
Individual, and SYNERGY  
SELECT ONE, LLC, an Indiana  
Limited Liability  
Corporation doing business  
in California,

Plaintiffs,

vs.

The Holy See A/K/A Vatican  
City State (HS/VCS) A/K/A  
Vatican Nation, American  
University of Madaba Inc.;  
American University of  
Madaba Company; American  
University of Madaba  
Campus, Board of Trustees;  
Latin Patriarchate of  
Jerusalem; Latin  
Patriarchal Vicariate  
Ecclesiastical Court;  
Vatican Foundation St. John  
the Baptist; Mukawer Castle  
For Education Company;  
Honorable Judge Fr. Dr.  
Majdi Siryani, a California  
resident; His Beatitude  
Fouad Al-Twal; His  
Excellency Archbishop  
Pierbattista Pizzaballa;  
His Excellency Archbishop  
Bishara Maroun Lahham; His  
Excellency Archbishop  
William Shomali; His  
Excellency Archbishop  
Antonio Franco; Cardinal  
Secretary of State His  
Eminence Pietro Parolin;  
and DOES 1 through 200,  
inclusive,

Defendants.

APPEARANCES OF COUNSEL:

FOR THE PLAINTIFFS:

LAW OFFICE OF ROBERT J. SPITZ  
204 North San Antonio Avenue  
Ontario, California 91762  
909/395-0909

BY: ROBERT J. SPITZ, ESQUIRE  
ADAM G. JEFFERY, ESQUIRE  
adam@robertspitzlaw.com

FOR THE WITNESS:

LAW OFFICE OF ROSA M.C. CUMARE  
790 East Colorado Boulevard  
Suite 900  
Pasadena, California 91101  
626/240-0657

BY: ROSA M.C. CUMARE, ESQUIRE  
rcumare@cumarelaw.com

FOR THE DEFENDANTS, THE LATIN PATRIARCHATE OF JERUSALEM,  
ETC.:

FULLERTON, LEMANN, SCHAEFER & DOMINICK, LLP  
215 North D Street  
First Floor  
San Bernardino, California 92401-1712  
909/889-3691

BY: DAVID P. COLELLA, ESQUIRE  
dcolella@flsd.com

FOR THE DEFENDANT, THE ROMAN CATHOLIC ARCHBISHOP OF LOS  
ANGELES:

CLARK & TREVITHICK  
445 South Figueroa Street  
18th Floor  
Los Angeles, California 90071  
213/629-5700

BY: MICHELE B. FRIEND, ESQUIRE  
mfriend@clarktrev.com

DEPOSITION OF: MARGARET ROMANO

I-N-D-E-X

WITNESS:

PAGE

MARGARET ROMANO

EXAMINATION BY MR. SPITZ

5

EXHIBITS

PLAINTIFFS'  
EXHIBIT NO.

DESCRIPTION

MARKED FOR  
IDENTIFICATION

1	Introduction to the Order, Pages 1 through 9	37
2	Governance, Pages 10 through 15	46
3	Annual Contributions, Pages 16 and 17	48
4	Contact, Page 18	51
5	COVID-19 Response, Pages 19 and 20	51
7	CRUX News Article, Pages 21 through 28	52
8	Various Documents, Pages 29 through 88	54

INFORMATION REQUESTED

(None)

QUESTIONS NOT ANSWERED

(None)

DEPOSITION OF: MARGARET ROMANO

PASADENA, CALIFORNIA, MONDAY, APRIL 26, 2021

1:09 P.M.

-000-

MARGARET ROMANO,

the witness herein, after having been first duly  
sworn/affirmed, was deposed and testified as follows:

EXAMINATION

BY MR. SPITZ:

Q Good afternoon. Ms. Romano, would you please  
state and spell your name for the record.

A Margaret Romano, M-a-r-g-a-r-e-t, R-o-m-a-n-o.

Q Thank you. Have you ever had your deposition  
taken before, Ms. Romano?

A No.

Q Okay. I'm sure your attorney has explained some  
things to you. I'd like to just go over a few of the  
ground rules if that's okay.

A Yes, it is.

Q So you're under oath. It's the same oath that  
you would take in a court of law. It applies here as  
well even though this is more of an informal setting and  
a Zoom conference call.

The court reporter, Ms. Roberts, will be taking

1 down everything I say and you say and preparing a  
2 transcript when this is concluded that you'll be able to  
3 review and make any changes and corrections to your  
4 deposition transcript.

5 Do you understand that?

6 A I do.

7 Q So if I ask a question that you don't fully  
8 understand, please ask me to clarify or tell me what part  
9 you don't understand of the question, and I'll do my best  
10 to clarify the question to make sure you understand it.

11 I'm trying to be as clear as possible, but if  
12 there's something that's not clear, I'll be happy to  
13 rephrase the question so that you can understand.

14 During the questioning today I may ask you some  
15 questions that may ask about a date or a time period, or  
16 it may be asking about amounts or different quantities.  
17 You may not have an exact date or exact amount or an  
18 exact number, so in that case we're entitled to whatever  
19 your best recollection is.

20 We don't want you to guess, but if you have an  
21 estimate based upon what you know, that's all we're  
22 asking for. We don't need exact numbers or exact dates  
23 in most cases.

24 In order to have a clear record, I want to make  
25 sure we don't speak over each other. We're doing good so

1 far. I'll try to make it clear when I've completed a  
2 question. And if you can please wait until my question  
3 is complete before beginning your response, and I'll try  
4 to wait until you've completed your response before I  
5 begin the next question.

6 But if I happen to interrupt you, let me know so  
7 that you have an opportunity to complete your answer to  
8 each of my questions.

9 Is there any reason why you would not be able to  
10 proceed today with your testimony?

11 A No.

12 Q All right. Very good. I'd like to begin.

13 You understand that you're here today as an  
14 officer of the Western Lieutenancy of the Equestrian  
15 Order of the Holy Sepulchre of Jerusalem? That's kind of  
16 a long name. If I use the term Western Lieutenancy to  
17 reflect that full name, will that be acceptable to you?

18 A If it relates to the Western Lieutenancy, yes,  
19 it does.

20 Q Okay. Now, I understand there's also this  
21 larger organization that Western Lieutenancy is a member  
22 of that's called the Order -- the Equestrian Order of the  
23 Holy Sepulchre of Jerusalem. If I want to refer to that  
24 larger organization, is it acceptable if I refer to that  
25 as the Order?



1           A     Yes, it is.

2           Q     So when I use that term Order, I'm referring to  
3     this larger international organization; when I use the  
4     word Western Lieutenancy, I'm just referring to the local  
5     organization that's headquartered in Los Angeles. Okay?

6           A     Okay.

7           MS. CUMARE: And if I may, as we're just at the  
8     preliminaries, just to make sure that we're all on the  
9     same page, Ms. Romano is here to testify on the scope  
10    that the Court has ordered. And I will read this into  
11    the record.

12           The Deponents Romano, Sharp and Western  
13    Lieutenancy PMK are -- adding that word -- to appear and  
14    testify at an in-person deposition unless stipulated  
15    otherwise in the next 30 days to answer questions limited  
16    to whether nonidentified California residents donate  
17    money to Western Lieutenancy that is then paid, delivered  
18    or transferred to any of the named defendants in this  
19    litigation or Equestrian Order.

20           And the named defendants are identified by the  
21    Court on page 1 of the Order as: The Holy See A/K/A  
22    Vatican City State A/K/A Vatican Nation; American  
23    University of Madaba Inc.; American University of Madaba  
24    Company; American University of Madaba EFA; American  
25    University of Madaba Campus, Board of Trustees; Latin

1 Patriarchate of Jerusalem; Latin Patriarchal Vicariate  
2 Ecclesiastical Court; Vatican Foundation St. John the  
3 Baptist; Mukawer Castle For Education Company; Honorable  
4 Judge Father Doctor Majdi Siryani; His Beatitude Fouad  
5 Al-Twal; His Excellency Archbishop Pierbattista  
6 Pizzaballa; His Excellency Archbishop Bishara Maroun  
7 Lahham; His Excellency Archbishop William Shomali; His  
8 Excellency Archbishop Antonio Franco; Cardinal Secretary  
9 of State His Eminence Pietro Parolin; the Archdiocese of  
10 San Bernardino; the Roman Catholic Archbishop of  
11 Los Angeles; and the Equestrian Order.

12 Okay? Just to get that clear.

13 Q BY MR. SPITZ: Ms. Romano, when did you first  
14 become aware that there was a subpoena in this action?

15 A When it was delivered to me.

16 Q And approximately when was that?

17 A September of 2019 -- excuse me, 2020.

18 Q You said December?

19 A September.

20 Q I'm sorry if I have to ask you to repeat some  
21 answers, because for some reason we have audio that's not  
22 as loud as it could be. So I'd appreciate it if you can  
23 either move a little closer to your microphone or speak a  
24 little louder because we're having just a little bit of a  
25 problem hearing.

1           A     I will move closer and speak loud. How's that?

2           Q     Thank you so much.

3                     Since receiving that subpoena and since hearing  
4     about the court order to have you testify today, have you  
5     had an opportunity to review the financial records of the  
6     Western Lieutenancy?

7           A     The most recent ones, yes.

8           Q     And when you say most recent, where are you  
9     referring to?

10          A     Our monthly Western Lieutenancy records.

11          Q     And how far back do the records go that you  
12     reviewed recently?

13          A     How far back? I mean, they are current  
14     financials for the Western Lieutenancy.

15          Q     And what period of time do they cover?

16          A     They are -- they cover 2021 at this point.

17          Q     So the records you reviewed included all of 2020  
18     from January through December?

19          A     We -- could you repeat that, please?

20          Q     The records that you reviewed recently, do they  
21     include all of the months of 2020 from January through  
22     December?

23          A     The most recent records that I have reviewed  
24     cover January 2021 through April, this date, 2021.

25          Q     Have you -- when's the last time you reviewed

1 any records for the year 2020?

2 A At the end of January 2021.

3 Q I'm sorry, at the end of January?

4 A In January 2021, I reviewed the end of our year  
5 for 2020.

6 Q Okay. And have you at any time reviewed the  
7 records for the year 2019, the financial records of the  
8 Western Lieutenancy for the year 2019?

9 A I did.

10 Q And was that back in 2020, early 2020, when you  
11 reviewed those?

12 A It was.

13 Q And when did you first hold the position that  
14 you hold now as Lieutenant?

15 A In October of 2019.

16 Q And do you have any knowledge of the financial  
17 records of the Western Lieutenancy prior to the year  
18 2019?

19 A I do.

20 Q And how did you become familiar with financial  
21 records prior to becoming a Lieutenant?

22 A I was the Chancellor for the Western  
23 Lieutenancy.

24 Q And what's the nature of that position,  
25 Chancellor?

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1           A     It's similar to Vice President. Lieutenant is  
2 basically President; Chancellor, Vice President.

3           Q     And when did you first become Chancellor?

4           A     2014.

5           Q     2014. And as Chancellor, did you have a similar  
6 amount of access to the financial records of the Western  
7 Lieutenantcy that you have as Lieutenant?

8           A     I did.

9           Q     Do you have any records -- any of the financial  
10 records of the Western Lieutenantcy with you today where  
11 you are?

12          A     I do not.

13          Q     Do you have access to any of those records by  
14 means of a computer or any other device?

15          A     No.

16          Q     So you're testifying, then, just from memory  
17 today?

18          A     Yes.

19          Q     And do you feel you have a good memory of the  
20 financial records of the Western Lieutenantcy for that  
21 time period from 2014 through this time?

22          A     I do.

23          Q     And do you consider yourself the person who is  
24 most knowledgeable about the financial records of the  
25 Western Lieutenantcy during this period of time, 2014 to

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1 the present?

2 A I do.

3 Q And in your position as Chancellor and  
4 Lieutenant, do you have -- do you review the bank account  
5 statements of the Western Lieutenancy?

6 A I do.

7 Q And is there an annual or monthly financial  
8 report that's prepared by some accounting person for you  
9 for the Western Lieutenancy?

10 A There is.

11 Q And do you receive, for example, an annual  
12 report of income and of how money is paid out? Do you  
13 receive some kind of an annual report for the Western  
14 Lieutenancy?

15 A I do.

16 Q And may I ask when you first became a member of  
17 the Western Lieutenancy?

18 A 2000 -- about 2002.

19 Q And you've been a member ever since then until  
20 today, correct?

21 A Correct.

22 Q And would you just briefly describe the duties  
23 in your position as Lieutenant of the Western  
24 Lieutenancy.

25 A I have -- I oversee the working of the Western

1       Lieutenancy, which is comprised of 9 areas in 5 states.  
2       We are responsible -- I am responsible for the  
3       spiritual situality of the Order as well as keeping track  
4       of our membership and the day-to-day events that happen.

5               MS. CUMARE: I'd like to have Margie remember  
6       the instruction that Mr. Spitz gave about how the  
7       terminology -- that Order refers to the international,  
8       and Western Lieutenancy refers to the Lieutenancy, the  
9       district.

10              THE WITNESS: Thank you. Thank you.

11              Q       BY MR. SPITZ: Now, you said there was 9 areas,  
12       geographical areas within the Western Lieutenancy; is  
13       that correct?

14              A       It is.

15              Q       And how many of those are in California? How  
16       many of those 9 areas are in California?

17              A       Four.

18              Q       And how many members, approximately, are there  
19       in the State of California of the Western Lieutenancy?

20              A       Approximately 600 -- close to 700.

21              Q       And how many Lieutenancies are there within the  
22       United States in addition to the Western?

23              A       15 -- well, in North America.

24              Q       And it's my understanding that there's other  
25       similar organizations in other countries throughout the

1 world; is that correct?

2 A It is.

3 Q Is the Western Lieutenancy presently a  
4 corporation?

5 A It is. No, I apologize. It is not.

6 Q I didn't think it was.

7 What's the nature of the organization?

8 A It is a 501(c)(3) unincorporated nonprofit  
9 church.

10 Q And what's the relationship between the Western  
11 Lieutenancy and the Order?

12 A We are part of the Equestrian Order of  
13 Jerusalem.

14 Q All right. And is my understanding correct that  
15 you are a geographical division of the Order -- Western  
16 Lieutenancy is a geographical division of the Order?

17 A Correct.

18 Q And it's part of the Order. It's one of the  
19 many geographical divisions of this international order;  
20 is that correct?

21 A It is.

22 Q And what is the Grand Magisterium?

23 A The Grand Magisterium is the overseeing group  
24 stationed in Rome that oversees the different  
25 Lieutenancies throughout the world.



1           Q     So just as your organization there in  
2     Los Angeles is the overseeing organization for the  
3     Western Lieutenancy, the Grand Magisterium is the  
4     overseeing entity for all of the Lieutenancies throughout  
5     the world; is that correct?

6           A     It is.

7           Q     And what is the relationship, at the present  
8     time, between the Western Lieutenancy and the Roman  
9     Catholic Archbishop of Los Angeles?

10          A     The Archbishop of Los Angeles is the Grand  
11     (unintelligible) for the Western Lieutenancy.

12               THE REPORTER: I'm sorry, the Grand what?

13                     (Unintelligible crosstalk.)

14               THE REPORTER: I'm sorry, you were talking at  
15     once. The Grand what?

16               MS. CUMARE: Yeah, I'm spelling Prior,  
17     P-r-i-o-r.

18               THE REPORTER: Thank you.

19               MS. FRIEND: And I want to make a point of  
20     distinction, Mr. Spitz. You're referring to the  
21     individual Roman Catholic Archbishop of Los Angeles;  
22     you're not the defendant in this case, which is the Roman  
23     Catholic Archbishop of Los Angeles, a Corporation,  
24     correct?

25               MR. SPITZ: That's actually a very good point.

1 Thank you.

2 Q BY MR. SPITZ: So Ms. Romano, you may or may not  
3 know that there is an entity, a legal entity known as the  
4 Roman Catholic Archbishop of Los Angeles that's an actual  
5 legal entity. And there is also the individual  
6 Archbishop Gomez that you mentioned who is also an  
7 individual who also has the title of the Roman Catholic  
8 Archbishop of Los Angeles.

9 So I'm not sure how else to do it, but if I want  
10 to refer to the individual, I would say Archbishop Gomez;  
11 and if I want to refer to the entity, I'll refer to the  
12 Roman Catholic Archbishop.

13 Is that understandable to you, Ms. Romano?

14 MS. FRIEND: I'm sorry to interrupt, but if I  
15 may offer another option. If you want to refer to the  
16 entity, we often will say RCALA, which is the acronym. I  
17 don't know, however you want to do it.

18 Q BY MR. SPITZ: Which would you prefer,  
19 Ms. Romano, so it's understandable when speaking about  
20 the entity?

21 A I think I would prefer to refer -- when we're  
22 speaking about the Archbishop, we refer to him as  
23 Archbishop Gomez, and then when you are speaking about  
24 the entire RCALA, please refer to it as that.

25 Q Very well. Happy to do so.

1           So what is the relationship between the RCALA  
2           and the Western Lieutenancy at the present time?

3           A     There is no relationship.

4           Q     Isn't it true in the past, though, at some point  
5           the Western Lieutenancy was under the RCALA?

6           MS. FRIEND:  Objection.  Vague and ambiguous  
7           with respect to the term under.

8           MS. CUMARE:  Yes, join.

9           Q     BY MR. SPITZ:  Wasn't at some point in time the  
10          Western Lieutenancy either a subsidiary of RCALA or it  
11          functioned underneath RCALA's own 501(c)(3) status?

12          MS. CUMARE:  Objection.  Misstates the facts.

13          If you're going to ask questions about the  
14          group, that is an entirely different series of questions  
15          that don't really fall under the Order.  I think this  
16          goes beyond the scope.

17          MS. FRIEND:  Yeah, I would object.  Vague and  
18          ambiguous; compound; and assumes facts not in evidence.

19          MR. SPITZ:  Well, all that -- thank you for all  
20          your objections.  However --

21          MS. CUMARE:  And I would instruct the witness  
22          not to answer.  She has no reason as Lieutenant to know  
23          anything about the group ruling that applies to the  
24          church, the Roman Catholic Church in the United States.

25          MR. SPITZ:  Well, I think that's part of the

1 scope of the judge's order that we are entitled to know  
2 the relationship between Western Lieutenancy and each of  
3 the named defendants.

4 MS. CUMARE: It says whether California  
5 residents donate money to the Lieutenancy that is then  
6 paid, delivered or transferred. That's the scope.

7 You can ask about California residents if they  
8 donate money to the Lieutenancy that the Lieutenancy then  
9 pays to any of the defendants or the Equestrian Order.

10 It doesn't say that you get to explore the  
11 relationship -- it doesn't say anything about  
12 relationships. Just says about whether money from  
13 California goes to any of these people.

14 MR. SPITZ: Let me ask a different question.

15 Q BY MR. SPITZ: Ms. Romano, are you aware of the  
16 Western Lieutenancy transferring any of its money that it  
17 has to the RCALA?

18 A I'm unaware of that.

19 Q Thank you.

20 So, Ms. Romano, is it true that the Western  
21 Lieutenancy receives donations from California residents?

22 A Yes.

23 Q And can you give us an approximate amount of the  
24 donations that the Western Lieutenancy received in the  
25 year 2020?

1 MR. COLELLA: Objection. Overbroad and outside  
2 the scope of the deposition order.

3 MR. SPITZ: Thank you for your objection.

4 Q BY MR. SPITZ: Please answer, Ms. Romano.

5 THE WITNESS: Can you please repeat that?

6 MR. COLELLA: Objecting that it's overbroad and  
7 outside the scope of the deposition order.

8 MR. SPITZ: Thank you for your objection.

9 Q BY MR. SPITZ: Please answer, Ms. Romano.

10 A Would you repeat the question?

11 Q I'd like to know the amount of money that was  
12 received by the Western Lieutenancy in the year 2020.

13 MS. CUMARE: Is that only from California or in  
14 total, Mr. Spitz?

15 MR. SPITZ: Well, we can start either place. If  
16 you'd like to tell us California first or in total,  
17 either one.

18 MS. CUMARE: Again, Mr. Spitz, with all due  
19 respect, the Order does not say that you are allowed to  
20 explore the financial status or the complete financial  
21 picture of the Western Lieutenancy.

22 It is very specific about what it is you can  
23 ask. And it doesn't say anything about total income or  
24 anything like that. I allowed you to explore a little  
25 bit more with Ms. Romano about her role as Lieutenant and

1 Chancellor to give you some background as to why she's  
2 qualified to testify as she does. But I'm not going to  
3 allow to you try to delve into the broader issues that  
4 were brought to the Court of the motions to compel.

5 MR. SPITZ: Ms. Cumare, I'd like you to be  
6 reasonable about the scope of this deposition. I  
7 wouldn't want to come back on a second motion to compel  
8 with regard to this matter. I'm asking reasonable  
9 questions as best I can to provide -- to obtain the  
10 information about the Western Lieutenancy.

11 If we have to go back and do another motion to  
12 compel, we will. I'm asking reasonable questions. If  
13 she knows the answer to these reasonable questions, I'd  
14 like her to answer.

15 Q BY MR. SPITZ: Ms. Romano, are you aware of how  
16 much money was contributed by California residents in the  
17 year 2020 to the Western Lieutenancy?

18 A I do not have that written down.

19 Q What information do you have about total  
20 contributions to the Western Lieutenancy in the year  
21 2020?

22 A Total contributions were about \$1.2 million.

23 Q And do you have that information, an estimate  
24 for the year 2019?

25 A Not with me.

1 Q Okay. What's your best recollection? You  
2 indicated earlier that you received these reports --

3 A It was about the same.

4 Q And was it about the same for the years from  
5 2015 through 2019?

6 A Yes.

7 Q Okay. And this litigation goes back to 2012,  
8 but you've only been involved since 2014 as Chancellor.  
9 So during the span of time from when you became  
10 Chancellor until the present time, is it fair to say that  
11 the Western Lieutenancy received donations of  
12 approximately a million dollars or more each of those  
13 years?

14 A Yes.

15 Q And do you have some understanding as to  
16 percentage of the membership of the Western Lieutenancy  
17 that's within the State of California as compared to the  
18 others? Would you say that at least half of the members  
19 of the Western Lieutenancy are within the State of  
20 California?

21 A I would.

22 Q And does the Western Lieutenancy receive  
23 contributions from organizations or entities within the  
24 State of California in addition to just members?

25 A No.

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1 Q So the money that the Western Lieutenancy has  
2 exclusively comes from its members; is that correct?

3 A Yes.

4 Q And so would it also be fair to say that at  
5 least half of the money that the Western Lieutenancy  
6 receives each year comes from California residents?

7 MR. COLELLA: Objection. Speculation.

8 Q BY MR. SPITZ: You can answer.

9 A I would say yes.

10 Q Are you familiar with the Queen of Peace  
11 Foundation?

12 A No.

13 Q Is all of the money that's received by the  
14 Western Lieutenancy, after paying for whatever expenses  
15 that the organization has, transferred to the Order and  
16 the Grand Magisterium in Rome? Is that correct?

17 A Yes.

18 MR. COLELLA: Objection. Compound.

19 Q BY MR. SPITZ: And so it's correct to say that  
20 the Western Lieutenancy does not transfer any of its  
21 money to any local California organizations, including  
22 RCALA; is that correct?

23 A It is.

24 Q Does the Western Lieutenancy receive reports  
25 from the Grand Magisterium as to how -- the uses for



1       which money that the Grand Magisterium receives is used  
2       or paid?

3               You look like you didn't understand.

4               I'm trying to find out if you, as the Lieutenant  
5       of the Western Lieutenancy -- I'm trying to keep these  
6       names straight -- whether you receive any kind of reports  
7       from the Grand Magisterium as to how the money is spent?

8           A     Yes.

9           Q     And in those reports is all of the money that  
10       the Grand Magisterium pays. Does it all go toward the  
11       Latin Patriarchate of Jerusalem, or its related entities?

12          A     It does.

13          Q     Do you receive a breakdown of the entities that  
14       are funded by the Latin Patriarchate of Jerusalem?

15          A     No, I receive from the Grand Magisterium.

16          Q     Right. Do you receive from the Grand  
17       Magisterium a breakdown of how the Latin Patriarchate of  
18       Jerusalem spends that money that it receives from the  
19       Grand Magisterium?

20          A     No.

21               MR. COLELLA: Also objection. Assumes facts not  
22       in evidence.

23          Q     BY MR. SPITZ: Do you have any knowledge as to  
24       how -- do you have any knowledge in your position as to  
25       how much money is received by the Latin Patriarchate each

1 year?

2 A I do.

3 Q And how much money is that?

4 MR. COLELLA: Objection. Speculation.

5 Q BY MR. SPITZ: For 2020?

6 MS. FRIEND: I'm sorry, can I ask a point of  
7 clarification, Mr. Spitz?

8 Are you talking about from the Grand Magisterium  
9 or from all sources?

10 MR. SPITZ: From the Grand Magisterium.

11 THE WITNESS: I really have -- do not have that  
12 with me. It's from all the Lieutenancies throughout the  
13 world.

14 Q BY MR. SPITZ: I do understand that. But you  
15 receive reports from the Grand Magisterium about the  
16 money that they provide to the Latin Patriarchate for its  
17 support; isn't that correct?

18 A Yes.

19 MS. CUMARE: I think I'm going to say,  
20 Mr. Spitz, that this does go beyond the scope because  
21 this is asking about --

22 MR. SPITZ: You froze up on us.

23 Off the record.

24 (A discussion was held off the record.)

25 MR. SPITZ: Back on the record.

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1 (The record was read by the reporter  
2 as follows:

3 "Q I do understand that. But you  
4 receive reports from the Grand  
5 Magisterium about the money that they  
6 provide to the Latin Patriarchate for  
7 its support; isn't that correct?

8 "A Yes.")

9 MS. CUMARE: I objected saying this goes beyond  
10 the scope.

11 MR. SPITZ: I don't believe it is.

12 MR. COLELLA: Join.

13 MR. SPITZ: This is to find out whether any of  
14 the money goes to any of the defendants, of which Latin  
15 Patriarchate is one.

16 Q BY MR. SPITZ: So do those reports reflect the  
17 amount of money sent by the Grand Magisterium to the  
18 Latin Patriarchate, Ms. Romano?

19 A I --

20 MR. COLELLA: Object --

21 MS. CUMARE: I'm going to instruct the witness  
22 not to answer. This is outside the scope. We have not  
23 established that she has any relationship, whether she  
24 knows what happens with the Grand Magisterium.

25 It also doesn't say here that you get to answer

1       that question.

2               MR. SPITZ:  You're incorrect in your foundation.  
3       She's already responded that she does receive those  
4       reports and has access to that information.  I think it's  
5       completely within the scope to find out how much money  
6       the Latin Patriarchate receives each year.  It's part of  
7       the whole line of questioning that we're entitled to know  
8       the amount of monies received by the Latin Patriarchate.

9               MS. CUMARE:  I think the best way is to ask the  
10      Latin Patriarchate about that and the Grand Magisterium.

11              Ms. Romano is the Western Lieutenant, and that  
12      is what the Court ordered.  She can testify as to what  
13      happened from the Western -- with the Western  
14      Lieutenancy's money.  But once it gets mingled with the  
15      rest of the world's money, I don't think this is part of  
16      what the Court ordered.

17              If you want to focus on what comes from  
18      California that goes to these other defendants, fine.  
19      But once you start trying to ask what happens in Rome, I  
20      don't know that that's what the Court ordered.

21              MR. SPITZ:  Ms. Cumare, we've gotten this  
22      runaround and this evasiveness from day one in our  
23      seeking to find knowledge and information about these  
24      organizations.  Ms. Romano clearly has that information  
25      available, and if you are not going to cooperate in this

1 deposition, we'll be demanding that these reports and  
2 these documents be provided to my office the next time  
3 around.

4 If you continue with this evasiveness, we'll ask  
5 for copies of those documents and be able to get into  
6 that information directly.

7 (Unintelligible crosstalk.)

8 MR. SPITZ: -- every kind of evasion to try to  
9 keep us from getting the information that we would like  
10 to have so that we can establish the basis for  
11 jurisdiction.

12 If you're not going to allow your client to  
13 answer these basic questions, we will bring our motions  
14 to compel. This is very simple information. If she has  
15 access to it, she can tell us. If she doesn't have  
16 access to it, fine.

17 But we're entitled to this information; this is  
18 all part of the litigation and part of the basis for  
19 jurisdiction. This is not outside the scope. You're  
20 taking a very narrow reading of the judge's ruling. I  
21 think it's well within his ruling for us to find out how  
22 much money is delivered to the Latin Patriarchate.

23 MS. FRIEND: I have a question on that point.  
24 Does it matter for jurisdictional purposes how much money  
25 it is? In other words, if it's \$1, \$10,000,000, does it

1 matter for jurisdictional purposes? And if so, why?

2 MR. SPITZ: Well, if you would all like to  
3 stipulate that it doesn't matter that \$1 sent to the  
4 Latin Patriarchate is sufficient, I would be more than  
5 happy to end my deposition.

6 MS. FRIEND: I'm not offering any stipulation.  
7 I'm asking the question as to what difference does it  
8 make.

9 MR. SPITZ: I just answered the question. If  
10 you would like to stipulate along with Mr. Colella and  
11 Ms. Cumare that it doesn't matter for jurisdictional  
12 purposes, I'll be happy to end this discussion.

13 MR. COLELLA: Well, I would stipulate that it  
14 doesn't matter any money coming from California to the  
15 LPJ, but I don't think you'll stipulate to that.

16 MS. CUMARE: Yeah, I'll join that stipulation.

17 MR. SPITZ: I didn't hear.

18 MS. CUMARE: The point, Mr. Spitz, is that what  
19 you also forget is that --

20 MR. SPITZ: I don't forget anything.

21 MS. CUMARE: -- my client was pulled into this  
22 litigation last fall that had been a year and something  
23 prior to that at which we had absolutely no knowledge, no  
24 involvement, no nothing.

25 So to suggest that somehow we're being part of,

1     you know, obstruction or something like that is really  
2     improper because we're third parties, didn't get involved  
3     until fall.

4             Another point is, and I think the Court did  
5     accept this, that we are a church. And as a church --  
6     and frustrating though it may be to you, and I can  
7     empathize with that -- the U.S. and California  
8     Constitution has given protection on how much probing  
9     there can be of church activities, church records, church  
10    finances and things like that.

11            So that's where we're coming from.

12            MR. SPITZ: You already lost that argument in  
13    court, Ms. Cumare, so I hope we can move on and get some  
14    basic information from your client. I'd like to ask that  
15    question again, and hopefully she can answer so that we  
16    can conclude this deposition and not have to come back on  
17    another motion to compel.

18            Q     BY MR. SPITZ: Ms. Romano, I'd like to ask you  
19    again, based upon the reports that you received from the  
20    Grand Magisterium, can you tell us how much money is  
21    provided to the Latin Patriarchate from the Order on an  
22    annual basis in 2020?

23            MR. COLELLA: Objection. Lack of foundation;  
24    speculation; outside the scope of the order.

25            MS. FRIEND: Join.

DEPOSITION OF: MARGARET ROMANO

1 Q BY MR. SPITZ: If you can tell us, Ms. Romano,  
2 please.

3 MS. CUMARE: (Unintelligible.)

4 THE REPORTER: I'm sorry, I didn't hear you,  
5 Rosa.

6 MS. CUMARE: I said I'm going to talk to my  
7 client for a moment.

8 MR. SPITZ: It's improper for you to talk to  
9 your client when a question is pending.

10 MS. CUMARE: Obviously, there seems to be  
11 objections and we're -- I need to know  
12 what's (unintelligible).

13 (Ms. Cumare and witness left the room.)

14 MR. SPITZ: It's improper for you to leave  
15 during a question. I'll put this on the record.

16 Ms. Cumare is taking her client out of the room  
17 to educate her and to give her advice after a question is  
18 pending on the record.

19 MR. COLELLA: Well, that's certainly  
20 speculation.

21 MR. SPITZ: What is speculation, that she just  
22 left the room, Mr. Colella?

23 MR. COLELLA: No, that you said she's advising  
24 her client. All you know is that they left the room.

25 MR. SPITZ: Mr. Colella, do you think they're



1 going to talk about what they're having for dinner  
2 tonight?

3 MR. COLELLA: That's certainly possible.

4 MR. SPITZ: Well...

5 (Ms. Cumare and witness rejoined proceedings.)

6 Q BY MR. SPITZ: Ms. Romano, are you able to  
7 answer the question?

8 A Mr. Spitz, I cannot speak to the accuracy of  
9 reports, but it is posted on the Order's website, and it  
10 shows approximately \$90 million.

11 Q Just to be clear, you're stating that although  
12 you are unable to verify the accuracy of that  
13 information, the website states that the Grand  
14 Magisterium contributed \$90 million to the Latin  
15 Patriarchate in the year 2020; is that correct?

16 A Yes.

17 Q Thank you very much, Ms. Romano. I appreciate  
18 that.

19 MR. COLELLA: I'll object to the extent it's  
20 hearsay.

21 MS. FRIEND: Join.

22 Q BY MR. SPITZ: Have you ever had a discussion --  
23 who is the head of the Grand Magisterium at this time?

24 A Cardinal Filoni.

25 THE REPORTER: I'm sorry, can you spell the

1 name, please?

2 THE WITNESS: F-i-l-o-n-i.

3 THE REPORTER: Thank you.

4 Q BY MR. SPITZ: Have you had any discussions  
5 yourself with Cardinal Filoni about the funding of the  
6 Latin Patriarchate?

7 A I have not.

8 Q Have you had any discussions, Ms. Romano, with  
9 anyone else from -- besides that individual, anyone else  
10 with the Grand Magisterium regarding the funding of the  
11 Latin Patriarchate?

12 A I have not.

13 Q And Ms. Romano, according to your reports that  
14 you receive and the knowledge that you have, does the  
15 Grand Magisterium provide funding to any other entity  
16 besides the Latin Patriarchate?

17 A No.

18 MR. COLELLA: Objection. Lack of foundation;  
19 speculation.

20 Q BY MR. SPITZ: And are you familiar with an  
21 entity by the name of the American University of Madaba?

22 A I've heard of it.

23 Q Okay. Are you aware of any fundraising that has  
24 been done within the State of California to provide funds  
25 for the American University of Madaba?

DEPOSITION OF: MARGARET ROMANO

1           A     I'm unaware of any.

2           Q     Are you aware of any individuals who are  
3 officials of the Latin Patriarchate of Jerusalem who have  
4 come to California in order to assist with fundraising  
5 activities for the Latin Patriarchate?

6           A     I'm unaware of that.

7           Q     Have you ever met any of the officials from the  
8 Latin Patriarchate of Jerusalem in the State of  
9 California?

10          A     Could you be more specific?

11          Q     Specific with regard to what?

12                     (Unintelligible crosstalk.)

13                 THE REPORTER: I'm sorry, Rosa, I didn't hear  
14 you. Say it again?

15                 MS. CUMARE: She asked if Mr. Spitz could  
16 identify which people.

17                 MR. SPITZ: Okay.

18          Q     BY MR. SPITZ: Fouad Al-Twal, are you familiar  
19 with that individual?

20          A     No.

21          Q     Archbishop Pizzaballa?

22          A     I am.

23          Q     Has he ever been to California?

24          A     No. Well, I've not met him.

25          Q     I'm sorry, I didn't hear that last part.

DEPOSITION OF: MARGARET ROMANO

1           A     I have not met Archbishop Pizzaballa in  
2 California.

3           Q     Do you know whether Mr. Bradley Sharp has access  
4 to the same financial records and documents that you  
5 have?

6           A     He does.

7           Q     And I'd like to turn your attention at this  
8 point -- did you receive -- do you have in front of you  
9 some documents that we sent over to -- for the purpose of  
10 this deposition?

11                   Does Ms. Cumare have those documents?

12           MS. CUMARE: I saw something that you sent over  
13 this morning that looked as if it was the Franchise Tax  
14 Board's response to a Freedom of Information request or a  
15 subpoena.

16           MR. SPITZ: Well --

17           MS. CUMARE: That's what I saw.

18           MR. SPITZ: There were a number of documents,  
19 about 90 pages of documents, Ms. Cumare, that we sent  
20 over. I'd like to go over some of those documents with  
21 Ms. Romano at this point. If you haven't had an  
22 opportunity to print those out, are you able to do so?

23           MS. CUMARE: Yes. But again, I'm asking you how  
24 do documents that you obtained from the Franchise Tax  
25 Board relate to the Court's order?

1 MR. SPITZ: I'll be happy to let you know when  
2 we start asking some questions, but there is more than  
3 just Franchise Tax Board documents. There are a number  
4 of other exhibits.

5 MS. CUMARE: I did not see those. I have not  
6 printed those out. If you could show those one-by-one,  
7 that would be good.

8 MR. SPITZ: I think the easiest way to do this  
9 is if you would print those out so that she can clearly  
10 see them.

11 MS. CUMARE: Well, it will take a while to print  
12 out 100 pages.

13 MR. SPITZ: Okay, we'll wait.

14 MS. CUMARE: Do you want to take a break?

15 MR. SPITZ: Sure. How much time do you think  
16 you'll need?

17 MS. CUMARE: I'll have to see how long it takes  
18 my printer to work.

19 MR. SPITZ: Okay. Let's take a 15-minute break,  
20 and we'll come back on. Right now I have about 2:00.  
21 Let's come back at 2:15.

22 MS. CUMARE: All right.

23 MS. FRIEND: Are these the same exhibits we'll  
24 be using in the next deposition?

25 MR. SPITZ: I don't expect different ones.

1 Off the record till 2:15.

2 (Break in proceedings from 1:59 P.M. to TIME

3 ^ A.M. ^ P.M.) 1:59 P.M. to 2:21 P.M.

4 MR. SPITZ: Back on the record.

5 Q BY MR. SPITZ: Ms. Romano, I think a number of  
6 these documents you are -- should be quite familiar with.  
7 They're just documents that we pulled off of the website  
8 for the Western Lieutenancy, but in order for us to use  
9 documents in a proceeding, we need to make sure that  
10 these accurately reflect information about the Western  
11 Lieutenancy.

12 (Plaintiffs' Exhibit 1 was marked for  
13 identification and is attached hereto.)

14 Q BY MR. SPITZ: So Exhibit 1 is something that  
15 comes directly from your website. And if you look at  
16 Exhibit 1, pages 1 through 9, are you familiar with these  
17 documents, Ms. Romano?

18 A I am.

19 Q And is it correct that these documents in  
20 Exhibit 1, pages 1 through 9, are documents that are  
21 contained on the website of the Western Lieutenancy?

22 MS. CUMARE: Why don't we be a little bit more  
23 accurate. I see at the top that it says October 1st,  
24 2020, but the websites, as you probably know, do undergo  
25 changes over time.

1 MR. SPITZ: Yes, they do.

2 Q BY MR. SPITZ: So are you familiar with these  
3 documents, Ms. Romano?

4 A I am just reviewing them, and I'll let you know.

5 Q Thank you.

6 MS. CUMARE: As to what page do you want us to  
7 go? Through all of them?

8 MR. SPITZ: Just Exhibit 1, pages 1 through 9.

9 MS. CUMARE: 1 through 9, okay.

10 THE WITNESS: Yes, they look accurate.

11 MR. SPITZ: Very good.

12 Q BY MR. SPITZ: And so we'll just start with the  
13 first page. There's just a few things I'd like to  
14 confirm on the first page.

15 It talks here about Knights and Dames. Those  
16 are the titles given to the members of the Western  
17 Lieutenancy and the Order throughout the world; isn't  
18 that correct?

19 A It is.

20 Q And it says here on the first page that the  
21 Knights and Dames make a commitment of financial  
22 resources to support Catholic Institutions in the Holy  
23 Land.

24 And there again, that is referring to the Latin  
25 Patriarchate; is that correct?

1 MS. CUMARE: Objection. Misstates what -- the  
2 document speaks for itself. So if you want to ask a  
3 question, that's fine, but --

4 MR. SPITZ: I just did, Ms. Cumare. Thank you.

5 Q BY MR. SPITZ: So Ms. Romano, is that correct  
6 that the contributions of the members of the Western  
7 Lieutenancy, that they're contributing their financial  
8 resources to support the Latin Patriarchate?

9 Is that what is meant by Catholic Institutions  
10 in the Holy Land, or is something else meant by that?

11 A Well, it is part of the Latin Patriarchate, yes.

12 Q What is part of the Latin -- --

13 A The contributions go to the Grand Magisterium.

14 Q And the Grand Magisterium then provides those  
15 contributions to the Latin Patriarchate, which has a  
16 variety of institutions in the Holy Land; is that  
17 correct?

18 A It is.

19 Q Thank you. Then the next paragraph in here  
20 states that:

21 The Equestrian Order of the Holy  
22 Sepulchre of Jerusalem is the only lay  
23 institution of the Vatican State  
24 charged with the task of providing for  
25 the needs of the Latin Patriarchate of



1           Jerusalem and of all the activities  
2           and initiatives to support the  
3           Christian presence in the Holy Land.

4           Is that also a correct statement?

5           A     It is.

6           Q     I'm trying my best -- Adam just reminded me.  
7           I'm trying my best to pronounce these two terms that I'm  
8           having some difficulty. The Latin Patriarch is the  
9           person who is the head of the LP -- so let me refer to it  
10          as the LPJ. When I'm referring to the organization or  
11          institution, I'll refer to that as LPJ. And if I want to  
12          speak about the person who is in charge of that  
13          organization, I'll refer to that person as the Latin  
14          Patriarch or by name. Okay?

15          A     Okay.

16          Q     Okay. So with that said, I don't think we need  
17          to talk about that much more. I think we've already  
18          discussed that.

19                 So if we turn to page 2, page 2 at the very  
20          bottom simply talks about what the Western Lieutenancy  
21          is. And I think you've already told us that what's  
22          contained here, that the Western Lieutenancy encompasses  
23          the Archdiocese of Los Angeles and the Dioceses of San  
24          Bernardino County, Orange County, San Diego County,  
25          Phoenix, Tucson, Las Vegas, Salt Lake City, and Honolulu.

1           That is the entire scope of the geographical  
2 areas encompassed by the Western Lieutenancy, correct?

3           A     Yes.

4           Q     Could you turn to page 3. There's a middle  
5 paragraph there at the bottom. Page 3 talks about the  
6 mission of the Order. So, again, when the term Order is  
7 used here, it's referring to the Order -- the worldwide  
8 Order, not just the Lieutenancy. And this speaks to the  
9 mission of that worldwide Order, correct?

10          A     Correct.

11          Q     And then in the middle paragraph, it states that  
12 the mission of the Order is:

13                To sustain and aid the charitable,  
14                cultural and social works and  
15                institutions of the Catholic Church in  
16                the Holy Land, particularly those of  
17                and in the Latin Patriarchate of  
18                Jerusalem, with which the Order  
19                maintains traditional ties.

20                That also is an accurate statement that reflects  
21 the mission of the Western Lieutenancy as well, correct?

22          A     Yes.

23          Q     If we turn to page 4 of Exhibit 1 of the  
24 documents, this is a continuation of the mission  
25 statement. And I'd like to just confirm that the

1 paragraph there at the top is correct, that:

2 The Equestrian Order of the Holy  
3 Sepulchre of Jerusalem is the only lay  
4 institution of the Vatican State  
5 charged with the task of providing to  
6 the needs of the Latin Patriarchate of  
7 Jerusalem.

8 And that is also true with regard to the Western  
9 Lieutenancy, that its task is also providing for the  
10 needs of LPJ, correct?

11 A Yes.

12 Q And then the last sentence in that paragraph  
13 states:

14 The contributions made by  
15 its members -- meaning the Order, the  
16 members of the entire order -- are  
17 therefore the Patriarchal  
18 institutions' main source.

19 So is it correct that that means that the main  
20 source of revenue for LPJ comes from the Order itself,  
21 the worldwide Order itself? Is that your understanding?

22 A It is my understanding.

23 Q And then that -- as far as that financial  
24 support for LPJ, there is something like approximately  
25 \$1 million that comes from the Western Lieutenancy for

1 that -- to go toward that support each year for the last  
2 7 or so years; isn't that correct?

3 A It goes to the Grand Magisterium, yes.

4 Q And your understanding is that the Grand  
5 Magisterium then uses donations from the Western  
6 Lieutenancy to go toward the Latin Patriarchate, the LPJ;  
7 isn't that also correct?

8 A Yes.

9 Q If we turn to the next -- if we go to page 6 of  
10 Exhibit 1, I'd like to just confirm the paragraph toward  
11 the bottom that states:

12 The donations raised for the Holy Land  
13 are administered by the Lieutenancies  
14 in accordance with the administrative  
15 and fiscal legislation of their  
16 country of operation and each  
17 Lieutenancy maintains relevant  
18 accounts of which are reported to the  
19 Grand Magisterium.

20 So I think you already testified that you  
21 provide annual reports to the Grand Magisterium with  
22 regard to your fundraising activities, correct?

23 A Yes.

24 Q And the accounts that you provide to the Grand  
25 Magisterium include the amount of the donations, the

1 beneficiaries, and the purpose for which they're  
2 allocated, correct?

3 A Yes.

4 Q And in your reports to the Grand Magisterium, do  
5 you specify any purposes for which the donations of the  
6 Western Lieutenancy are allocated?

7 A We do.

8 Q And what things do you specify in your reports  
9 to the Grand Magisterium?

10 A We will specify dollar amounts for specific  
11 organizations -- or specific ministries that we have.

12 Q Can you name some of those for me?

13 A Yes, we have the seminary at Beit Jala; we have  
14 Hogar Ministerios, which is an orphanage; we have the  
15 Holy Child Program which is another school for children  
16 with emotional issues; we have Bethlehem University; we  
17 have St. Vincent's, which is another orphanage.

18 Those are some of the names.

19 Q So that I understand you correctly and clearly,  
20 you can specify out of the amount of money that you send  
21 to the Grand Magisterium, you can designate specific  
22 amounts to each of those entities that you just  
23 described?

24 A Some of them; not all of them.

25 Q Right.

1 MR. COLELLA: Object to the phrase "entities" as  
2 used by Mr. Spitz.

3 Q BY MR. SPITZ: Well, thank you for that,  
4 Mr. Colella. I appreciate that.

5 So I'm referring to them as entities, but those  
6 projects -- those are really projects that are all part  
7 of LPJ's overall activities, correct?

8 MS. CUMARE: Mr. Spitz, maybe it would be most  
9 accurate to use Ms. Romano's term, which is ministry.  
10 You've got to remember, the LPJ is a church. In that  
11 part of the world, the Latin Patriarchate is really to be  
12 understood as the archdiocese. Same thing, the Latin  
13 Patriarch is an archbishop.

14 It's just the terminology that's used is that of  
15 the Eastern Orthodox Church where they have Patriarchs,  
16 but it is essentially the same as having an archbishop  
17 and an archdiocese. So the Latin Patriarchate is the  
18 religious institution; it's the church in the Holy Land,  
19 for purposes of clarification. So these are all  
20 ministries.

21 MR. SPITZ: Thank you very much for that,  
22 Ms. Cumare.

23 Q BY MR. SPITZ: Ms. Romano, do you agree with  
24 what was just stated by Ms. Cumare?

25 A I do.

1           Q     Thank you. So is it correct, then, to state  
2     that although you designate some of the contributions  
3     that you're providing to the Grand Magisterium, that  
4     there is some amount of money that is used for the  
5     general purposes of the Latin Patriarchate of Jerusalem?

6           A     (Unintelligible.)

7           MR. COLELLA: Objection. Speculation.

8           Q     BY MR. SPITZ: Did I hear a yes?

9           A     Yes.

10           MR. SPITZ: I'd like to turn your attention,  
11     then, to Exhibit 2. We have pages 10, 11, 12, 13 through  
12     15. So pages 10 through 15 comprise Exhibit 2.

13                     (Plaintiffs' Exhibit 2 was marked for  
14     identification and is attached hereto.)

15           Q     BY MR. SPITZ: Do you have those in front of  
16     you, Ms. Romano?

17           A     I'm looking for them.

18                     Exhibit 2 shows 1 through 6.

19           Q     Yes, but below that 1 through 6, you should also  
20     see something that says EO-0010.

21           A     Yes.

22           Q     Okay, the EO numbers that I will refer to,  
23     they're what we call Bates Stamp Numbering, and we'll  
24     refer to those throughout. Okay?

25           A     Yes.

DEPOSITION OF: MARGARET ROMANO

1 Q On that first page of Exhibit 2, which is  
2 EO-00010, it has a picture of you, and it has your title  
3 there as Lieutenant, Western USA Lieutenancy.

4 Now, I'm a little -- I'd like to have some  
5 clarification here. Here it says Western USA  
6 Lieutenancy; other places I just see Western Lieutenancy.  
7 Does that make any difference?

8 A It does not make a difference.

9 Q Either way is fine?

10 A Yes.

11 Q Okay. Then just below your photograph is the  
12 name of Archbishop of Los Angeles, the Most Reverend Jose  
13 Gomez. And, of course, you've already testified as to  
14 his position.

15 And then on page 12 I also see that the name of  
16 Sir Brad Sharp as treasurer is also listed. And that's  
17 currently his position with the Western Lieutenancy,  
18 correct?

19 A Yes.

20 Q And do you know how long he's been in that  
21 position as treasurer?

22 A Yes.

23 Q How long?

24 A Since October of 2019.

25 Q Okay. And if you look through this Exhibit 2,



1       there's a number of other names of individuals. And does  
2       this document accurately reflect the various individuals  
3       who have positions in various counties throughout  
4       California?

5           A       They're not in different counties. They are  
6       part of our council.

7           Q       I see. And if you look on page 15, there's a  
8       map. And does that map accurately or closely resemble  
9       the area of the jurisdiction of the Western Lieutenancy?

10          A       It does.

11          Q       And do you include Alaska and Hawaii as well,  
12       correct?

13          A       No, we do not.

14          Q       Not Alaska?

15          A       No, no Alaska.

16          Q       Just Hawaii?

17          A       Part of Hawaii, yes.

18               MR. SPITZ: Okay. All right. I'd like to turn  
19       your attention to Exhibit 3. Exhibit 3 is comprised of  
20       2 pages Bates-Stamped 16 and 17. This document appears  
21       to be an October 2020 printout from the website of the  
22       Western Lieutenancy that speaks to annual contributions.

23               (Plaintiffs' Exhibit 3 was marked for  
24       identification and is attached hereto.)

25          Q       BY MR. SPITZ: Do you have that document in

1 front of you?

2 A I do.

3 Q Okay. It says here that:

4 Your Annual Contributions are the  
5 lifeblood for the Equestrian Order's  
6 efforts in the Holy Land. Together we  
7 provide over 90 percent of all the  
8 funding for the formation of Priests  
9 and Religious, for support of local  
10 Parishes, for educating children in  
11 parochial schools and for higher  
12 education, helping the sick, disabled  
13 and displaced, championing justice,  
14 encouraging economic development,  
15 seeking peace and ultimately providing  
16 a path of hope for Christians in the  
17 Holy Land.

18 So that statement reflects some of the  
19 activities that are supported by the annual contributions  
20 of the members of the Western Lieutenancy, correct?

21 A Yes.

22 Q Now, I guess the question I had, though, is what  
23 is meant by 90 percent of all the funding? What is the  
24 meaning of that term?

25 MR. COLELLA: Objection. Speculation; lack of

1 foundation.

2 Q BY MR. SPITZ: You may answer.

3 A It's that 90 percent is not just Western  
4 Lieutenancy; it is the Order.

5 Q Right. So the Order provides 90 percent of all  
6 the funding for all of these activities described and  
7 ministries, excuse me, the ministries of the LPJ,  
8 correct?

9 A Yes.

10 Q The next paragraph states:

11 This is why the Western Lieutenancy  
12 asks that members meet their annual  
13 obligation to make a contribution at  
14 the beginning of every year. (The  
15 Lieutenancy has established an annual  
16 goal of \$1000 per member).

17 Is that an accurate statement?

18 A Yes, and it is suggested amount.

19 Q Yes, thank you.

20 And on the page -- the next page of this  
21 Bates-Stamped 17, it talks about members who make the  
22 annual contribution for life, ACFL, being eligible for  
23 the Silver level of the Legacy Society. And that could  
24 be done with a one-time gift of \$50,000; is that correct?

25 A It is.

1           Q     And have there been members in the State of  
2 California who are those Silver members of the Western  
3 Lieutenancy?

4           A     There are.

5           MR. SPITZ:   Okay.  I'd like to turn to  
6 Exhibit 4.  It's Bates-Stamped number EO 18.

7                   (Plaintiffs' Exhibit 4 was marked for  
8 identification and is attached hereto.)

9           Q     BY MR. SPITZ:  And that's just to verify that  
10 the headquarters for the Western Lieutenancy is located  
11 at 555 West Temple Street in Los Angeles; is that  
12 correct?

13          A     It is.

14          MR. SPITZ:  Thank you.

15                 Exhibit Number 5 is a printout from the Grand  
16 Magisterium Vatican that speaks to some of the recent  
17 activities.

18                   (Plaintiffs' Exhibit 5 was marked for  
19 identification and is attached hereto.)

20          Q     BY MR. SPITZ:  Are you familiar with this report  
21 from the Grand Magisterium?  Have you ever seen this  
22 before, Ms. Romano?

23          A     I have not seen this particular one.

24          Q     Okay.  Well, it basically says here that in the  
25 beginning of -- period of the COVID-19 crisis, that the

1 Order provided about 3 million euros to LPJ in order to  
2 respond to the humanitarian crisis.

3 Are you familiar with that amount of money being  
4 contributed to LPJ during the early stages of COVID-19?

5 A It was not in the early stages; it was  
6 throughout 2020.

7 Q So that was 2020 was directly for that purpose?

8 A Yes, for humanitarian aid.

9 MR. COLELLA: I was trying to interpose an  
10 objection. Lack of foundation; speculation; vague.

11 Q BY MR. SPITZ: There is no Exhibit 7 -- 6, I  
12 mean. There is an Exhibit 7 that starts on page 21 or  
13 Bates-Stamped number 21 and goes through 28.

14 (Plaintiffs' Exhibit 7 was marked for  
15 identification and is attached hereto.)

16 Q BY MR. SPITZ: Have you ever seen this document  
17 before or this report that comes from a periodical by the  
18 name of CRUX?

19 MS. CUMARE: Objection. That is not a report;  
20 it is a news article in a newspaper. And so it speaks  
21 for itself. If you want to ask any questions arising out  
22 of whatever might be in that news article, that's fine,  
23 but it is not a report. Reportage.

24 Q BY MR. SPITZ: Okay. Have you seen this before,  
25 Ms. Romano?

1           A     I have not.

2           Q     Okay. This quotation states that the Knights of  
3 Holy Sepulchre have given 3.5 million in emergency aid to  
4 the Holy Land. I guess this is just a different report  
5 regarding the same information about donations for the  
6 humanitarian aid during 2020, which you've already  
7 testified to.

8                     So this -- in other words, does this report or  
9 reportage match your understanding of the humanitarian  
10 aid provided by the worldwide Order to LPJ?

11           MS. CUMARE: If you want her to answer a  
12 question, she has to read the whole article. And I note  
13 that there are blanks in the printout. Has this document  
14 been redacted in some way, or is that the way it printed  
15 out from whatever website you took it from, Mr. Spitz?

16           MR. SPITZ: This is just the way it printed out.  
17 That may be some ads or photographs. I think it may be  
18 some photographs that didn't print. We didn't try to  
19 redact anything. That's how it printed out.

20           MS. CUMARE: Yeah, because ours has blanks  
21 periodically in it.

22           THE WITNESS: Would you repeat your question?

23           Q     BY MR. SPITZ: Yeah. Does this article that  
24 appeared in some publication, does this generally reflect  
25 your understanding of the donations of the Order to LPJ

1 with regard to the COVID crisis?

2 A It does.

3 MR. SPITZ: Okay. Now, I'd like to turn to  
4 Exhibit Number 8, which is a lengthier one. I'm only  
5 going to refer to some specific pages. The Bates-Stamped  
6 numbering at the bottom runs from 29 through 88.

7 (Plaintiffs' Exhibit 8 was marked for  
8 identification and is attached hereto.)

9 Q BY MR. SPITZ: And I guess my first question is  
10 whether you have seen any of these documents before today  
11 before you're looking at them right now? They were -- a  
12 copy of these were provided to Counsel at -- some time  
13 ago.

14 My first question is whether you've ever seen  
15 this before this deposition today.

16 A I (unintelligible).

17 Q I missed that. Was that a yes or no?

18 A Yes.

19 Q Very good. So if you turn to page 34 of this,  
20 it appears to be an Exemption Application by the Western  
21 Lieutenancy that appears to have been filed in June of  
22 2016 by the -- and signed by the acting Lieutenant at  
23 that time.

24 Have you seen this document before today?

25 A I have.

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1 Q And do you know who signed this document?

2 A Yes, I do.

3 Q And who was that?

4 A Michael Scott (unintelligible).

5 THE REPORTER: I'm sorry, the last name again,  
6 please?

7 THE WITNESS: Feeley, F-e-e-l-e-y.

8 THE REPORTER: Thank you.

9 Q BY MR. SPITZ: And is it correct that this  
10 document was filed in 2016 in order to obtain a 501(c)(3)  
11 exemption for the Western Lieutenancy separately from the  
12 RCALA?

13 MS. CUMARE: Objection. I think this is  
14 misleading because at this point it's with the Franchise  
15 Tax Board, and you don't get 501(c)(3) exemptions from  
16 the state; you get it from the IRS.

17 MS. FRIEND: And I'd like also to object.  
18 Assumes facts not in evidence; vague and ambiguous;  
19 incomprehensible.

20 MR. COLELLA: Join and add that it's outside the  
21 scope of the deposition order.

22 MS. CUMARE: Yeah, Mr. Spitz, if you want me to  
23 stipulate that this is, in fact, the application by the  
24 Western USA Lieutenancy to the Franchise Tax Board for  
25 state exemption for the State of California, I'm happy to



1 do so.

2 MR. SPITZ: Thank you very much. I will accept  
3 that.

4 And let me just clarify the pages that are  
5 included in that. I've got page Bates-Stamped 34 through  
6 44. 34 to 44 are the pages of the application of  
7 exemption with the Franchise Tax Board for the Western  
8 Lieutenancy, correct?

9 MS. CUMARE: Well, that is the form, but the  
10 document, from my quick review, that follow, are  
11 attachments as part of the application. So if you look  
12 on page 45 where it says Articles of Association, you'll  
13 see that it says Western USA Lieutenancy, Equestrian  
14 Order of the Holy Sepulchre of Jerusalem, Form 3500-  
15 Exemption Application Part II - Narrative of Activities.

16 Also, the documents that follow -- so the  
17 Articles are part of that; the Bylaws, which are on page  
18 52 are also part of II, Narrative of Activities.

19 MS. FRIEND: Rosa, just perhaps you can give us  
20 the page numbers of what is contained in your  
21 stipulation.

22 MS. CUMARE: Yes, page 65 is also part of the  
23 Narrative of Activities. And that goes through to the  
24 end, to page 88.

25 MS. FRIEND: So what is the full scope of the

1 Bates Numbers for your stipulation?

2 MS. CUMARE: Pages 34 through 88.

3 MS. FRIEND: Thank you.

4 MS. CUMARE: That's the entire packet that is  
5 the application to the Franchise Tax Board for exemption  
6 under California.

7 MR. SPITZ: Thank you very much. So stipulated.

8 Q BY MR. SPITZ: Ms. Romano, I'd like to turn your  
9 attention to page 37 of this packet that comprises the  
10 application to the Franchise Tax Board. And I draw your  
11 attention to the line item on there that says, Receipts,  
12 gifts, grants, and contributions received.

13 And it appears to state that the amount of  
14 receipts for the calendar year 2016 -- well, I'm sorry,  
15 it's not a calendar year. Let me get my glasses out.

16 So this -- I don't know if this is accurate, but  
17 it says from 1/2016 to 3/2016, \$1,440,340.

18 Do you think that's correct, or was that an  
19 annual contribution for -- or is that an estimate for the  
20 entire year? Do you know what that represents, that  
21 \$1,440,340?

22 A I believe that was an estimate.

23 MR. COLELLA: Just for the record, I note that  
24 it says, Current Tax Year/Proposed Budget right above  
25 that.

1 MR. SPITZ: Thank you, David.

2 Q BY MR. SPITZ: So you'd agree with that  
3 statement that this reflects what the proposed budget was  
4 for the year 2016 for the Western Lieutenancy?

5 A Yes.

6 Q And then it says that the -- it appears to say  
7 that the receipts for the year 2015 were \$2,031,935. Do  
8 you see that?

9 A I do.

10 Q Do you believe that that number is correct for  
11 the year 2015?

12 A I believe so because we had a special gift from  
13 a deceased member who was living in Arizona.

14 Q Okay. And then if I look down below for  
15 expenses, it shows that expenses directly related to the  
16 organization's exempt purposes, 181 -- \$181,493. Do you  
17 believe that that amount was for the first 3 months of  
18 the year 2016 or the entire year?

19 A The entire year.

20 Q So if we look at 2015, we see that \$1,299,024  
21 was spent for the organization's exempt purposes. Do you  
22 believe that that is a correct number for the year 2015?

23 A I do.

24 Q So I see at the bottom that for each of those  
25 2 years there was an excess of receipts over expenses.

1 For 2016 it's more than a million dollars, and for 2015,  
2 it's more than half a million dollars.

3 Do you have an understanding as to why there's  
4 so much money in receipts that are not being spent for  
5 the exempt purposes?

6 A They were spent. They were sent to the Grand  
7 Magisterium.

8 Q Okay. But my understanding is that that very  
9 bottom line shows how much money you received that you  
10 have not spent for any purpose. So that, in other words,  
11 that in 2015 you received about a half a million dollars  
12 more than you spent for any purpose in that year.

13 Is that your understanding of that bottom line?

14 A No, I --

15 MR. COLELLA: Object -- let me interpose my  
16 objection that the document speaks for itself; that  
17 the -- Mr. Spitz is mischaracterizing the exhibit; and it  
18 potentially calls for an expert opinion; and lack of  
19 foundation.

20 MS. CUMARE: Join that.

21 MS. FRIEND: And it goes beyond the scope of the  
22 order.

23 MS. CUMARE: I think you've got to agree that  
24 I'm allowing you some latitude here, but --

25 MR. SPITZ: I'm not trying to ask any tricky

1 questions; I'm just trying to see if I can understand  
2 this document correctly or not.

3 If Ms. Romano is not able to answer this, that's  
4 fine. I would accept that answer. This was before she  
5 became the Lieutenant, but she was still a Chancellor  
6 during this time, and so I would just ask if she is  
7 knowledgeable and can answer, fine; if not, just tell me  
8 you don't know.

9 THE WITNESS: So could you please repeat the  
10 question?

11 MR. SPITZ: Okay. I'll try to make it as simple  
12 as possible.

13 Q BY MR. SPITZ: If I understand this document  
14 correctly, it appears to say that you didn't spend all of  
15 the money that you received for the year, and that it  
16 just sat in the bank account at the end of the year.

17 I'm simply trying to find out if I understand  
18 this correctly, or do I misunderstand what this seems to  
19 say?

20 A I believe you are misunderstanding, Mr. Spitz.  
21 We send our money to the Grand Magisterium at the end of  
22 the year, and in our bank account we keep a small portion  
23 for operating expenses.

24 Q Very good. Thank you very much. You've  
25 answered my question.

1 I'd like to turn your attention, then, to the  
2 Articles of Association that begin on page 45 of this  
3 document. And turn you to the very first page of that,  
4 which is Bates-Stamped at the bottom 46.

5 Do you happen to know when these Articles of  
6 Association were created?

7 A I do not.

8 Q It was long before your time, though, I take it?

9 A I hope so.

10 Q And as far as you know, have these Articles of  
11 Association been changed during the time period that you  
12 were Chancellor or Lieutenant?

13 A No, they have not, to my knowledge.

14 Q They were very well written by some great  
15 attorney in the beginning, and you've been able to keep  
16 them ever since.

17 And if you look at the purposes stated in the  
18 Constitution of your organization, would you agree that  
19 points 1, 2, 3 and 4 accurately reflect the purposes of  
20 the Western Lieutenancy?

21 A Yes.

22 Q Well, I'm sorry, EOHSJ refers to the entire  
23 Order, the worldwide Order. So this is -- these are the  
24 purposes of both the worldwide Order as well as Western  
25 Lieutenancy, then, correct?

1           A     Yes.

2           Q     And at the very bottom states that --

3                   MS. FRIEND: I'm sorry, I just want to clarify  
4     that. Because the preamble -- I don't know, I'm a little  
5     unclear. The title of this document is Western USA  
6     Lieutenancy of.

7                   I'm sorry, I'm confused. Are you saying that  
8     this document is relating to the Order and not the  
9     Western Lieutenancy?

10                  MS. CUMARE: These Articles of Association of  
11     the Western USA Lieutenancy, that, as is customary in  
12     church documents, reflect in preambles and whereases the  
13     manner in which the entity was created, its relationship  
14     to the archdiocese, to the Holy See, to the religious  
15     Order, if it's an Order of sisters or nuns or brothers.

16                  So that is typical of constitutional -- of  
17     constitutions or charters or articles inside the church,  
18     that the first couple of pages kind of -- may, say,  
19     ramble on with what the relationship is with the  
20     overarching church or with the entity that establishes --  
21     established them way back when. So that's what this is.

22                  MS. FRIEND: Okay. I guess I was wanting to  
23     make it clear because I think we're all referring to page  
24     46, and there's -- there are words that I thought were  
25     being used interchangeably, one being the Articles of

1 Association, and the other being the Constitution is  
2 referring to something else. And I just wanted to  
3 clarify that point. But I think the constitution is  
4 referring to something else, and I wanted to clarify.

5 MS. CUMARE: Constitution refers  
6 to (unintelligible) --

7 MS. FRIEND: It's up above --

8 THE REPORTER: Rosa, I didn't hear you. The  
9 Constitution refers to --

10 MS. CUMARE: -- the Equestrian Order of the Holy  
11 Sepulchre in Rome.

12 THE REPORTER: Thank you.

13 MS. FRIEND: I'm sorry, I didn't mean to  
14 interrupt. I apologize. I thought we were getting  
15 things muddled, so I apologize.

16 MR. SPITZ: No, thank you.

17 And thank you, Ms. Cumare, as well.

18 Q BY MR. SPITZ: Ms. Romano, you heard what  
19 Ms. Cumare explained with regard to this document. And  
20 are you in agreement with what she has stated as to the  
21 purposes and the nature of this Articles of  
22 Incorporation?

23 A I am.

24 MS. CUMARE: They're not Articles of  
25 Incorporation; they're Articles of Association.



1 MR. SPITZ: Thank you for that correction. I  
2 appreciate all of your help. You've been very kind.

3 MS. CUMARE: Well, for what it's worth,  
4 Mr. Spitz, the learning curve for somebody who has to  
5 deal with an institution that's been around for 2,000  
6 years and based in Italy is very steep.

7 MR. SPITZ: I'm trying my hardest.

8 Q BY MR. SPITZ: If you look at the bottom of page  
9 46, it states that:

10 Lieutenancies are organized according  
11 to the norms and regulations of the  
12 area in which they operate following  
13 the approval of the Grand Master  
14 (after consultation with the Grand  
15 Magisterium).

16 So my question to is you have you been in  
17 consultation with the Grand Master regarding your  
18 financial activities?

19 A Not with the Grand Master, no.

20 Q Who are you in consultation with from Rome?

21 A The Chancellor and the Governor General.

22 Q And what are their names?

23 A The Governor General is Leonardo Di Modrone.

24 And that's capital D-i, capital, M-o-d-r-o-n-e.

25 Q And the other?

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1           A     The other is the Chancellor, who is Alfredo,  
2     A-l-f-r-e-d-o, Bastinelli, B-as-in-boy-a-s-t-i-n-e-l-l-i.

3           Q     If it's okay with you, I'm going to refer to  
4     them by their titles rather than their names. One was  
5     Chancellor, and what was the other title?

6           A     Governor General.

7           Q     Thank you. And are you -- have you had  
8     communications with the Chancellor and the Governor  
9     General with regard to the reports, the financial reports  
10    of the Western Lieutenancy?

11          A     With the Governor General primarily.

12          Q     And have you received reports from the  
13    Chancellor or the Governor General with regard to  
14    spending by LPJ?

15          A     No.

16          Q     Have you received any reports from them or  
17    anyone else that shows that your special allocations have  
18    been made for the various ministries that you've made  
19    those allocations to?

20          A     We have.

21          Q     And you confirmed that those have been made?

22          A     Yes.

23          Q     Okay. On page 48 it states that your Western  
24    Lieutenancy is a subordinate unit of the Order; is that a  
25    correct statement?

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1           A     What paragraph is that, Mr. Spitz?

2           Q     It's at the top, very top. Second line at the  
3 top.

4           A     Yes.

5           MS. FRIEND: You're on page 48; is that right?

6           THE WITNESS: Yes.

7           MR. SPITZ: Yes.

8           MS. FRIEND: So that sentence starts on 47, it  
9 looks like. Yeah. Thank you.

10          Q     BY MR. SPITZ: So that's a correct statement,  
11 then, Ms. Romano, that your Western Lieutenancy is a  
12 subordinate unit of the Order?

13          A     Correct.

14          Q     And is it also true that you are not subordinate  
15 to the RCALA?

16          A     Correct.

17          Q     And then under Members with Administrative  
18 Authority, paragraph A-1 on page 48 states that the  
19 Lieutenant -- meaning you -- shall watch over the  
20 activities of the Western Lieutenancy and the application  
21 of directives imparted by the Grand Magisterium.

22                 Do you receive directives from the Grand  
23 Magisterium with regard to the finances of the Western  
24 Lieutenancy?

25          A     Not -- no, not really.

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1 Q Not really?

2 A Not really. We have a list of -- we have our  
3 ministries that we support from year to year. The  
4 only -- one of the directives we received recently was  
5 about the humanitarian fund, which we supported.

6 Q Thank you.

7 Do you have activities or events throughout the  
8 year in which you bring together members for the purpose  
9 of raising funds for the Western Lieutenancy?

10 A No.

11 Q Well, you do have events from time to time,  
12 don't you, where you gather together --

13 A We have -- I'm sorry, say it again, please?

14 Q Let me say it again.

15 A We have a midyear meeting which is meant to be  
16 spiritual update on what we're doing. We also have an  
17 annual meeting where all the members (unintelligible).

18 THE REPORTER: I'm sorry, you were cutting out.  
19 You have a midyear --

20 THE WITNESS: Midyear meeting.

21 Q BY MR. SPITZ: So those are the only meetings of  
22 the membership, a midyear and an annual meeting; is that  
23 correct?

24 A Pretty much. We do have a golf tournament that  
25 we will raise funds for, but it's just a little -- a

1 small group. Other than that, we do everything in pretty  
2 much through annual contributions and by letter.

3 Q Do you send out a publication throughout the  
4 year?

5 A We do it once a year. We have a magazine we do  
6 once a year giving an update. We'll also send out  
7 e-mails to membership giving updates.

8 Q So we've already had a stipulation to this  
9 effect, I guess, but I just want to make sure, then, that  
10 pages 45 through 51 are the Articles of Association for  
11 the Western Lieutenancy.

12 A Yes.

13 Q And then with regard to the bylaws of the  
14 Western Lieutenancy, those are Bates-Stamped page numbers  
15 52 through 64.

16 A Okay.

17 Q If I look at the last page of the bylaws,  
18 Ms. Romano, I see that the bylaws were approved and  
19 adopted by the Lieutenant on July 31st, 2015.

20 A Is that on page 64, Mr. Spitz?

21 Q It's on page 64 just above the signatures.

22 MS. CUMARE: Yeah, see (indicating).

23 THE WITNESS: Okay.

24 MS. CUMARE: It was a little fuzzy, but --

25 THE WITNESS: That was probably my secretary at

1 the time.

2 Q BY MR. SPITZ: All right. So is that because  
3 the association was officially formed in the year 2015?

4 A Meaning -- by association, do you mean the  
5 Western Lieutenancy, or what do you mean?

6 Q Well, yes, that's either the bylaws of the  
7 Western Lieutenancy -- it appears that these were created  
8 in the year 2015, and I think there's a similar date on  
9 the Articles of Association.

10 So do you have an understanding that the Western  
11 Lieutenancy was officially established as an association  
12 in the year 2015?

13 MS. CUMARE: Objection. Vague and ambiguous as  
14 to the meaning of officially.

15 Q BY MR. SPITZ: As a California entity.

16 MS. CUMARE: Again, I would object as to vague  
17 and ambiguous. I don't want to testify here, but I just  
18 want to tell you that the organization can exist  
19 officially under the laws of the State of California as  
20 an unequal association and as a church without having to  
21 file any official documents or create any official  
22 documents. So it's an oddity that applies to churches,  
23 religious institutions.

24 MR. SPITZ: I do understand, and I do agree with  
25 that statement, Ms. Cumare.

1           Q     BY MR. SPITZ: Ms. Romano, do you have some  
2 understanding of these documents being created in the  
3 year 2015? Were you present or were you involved in any  
4 way?

5           A     They were created before that, to my knowledge.  
6 And, yes, I did review them.

7           Q     I missed that last part.

8           A     I did review them.

9           Q     Were you Chancellor at the time that these  
10 documents were created?

11          A     Yes.

12          Q     So you were the Chancellor at this time, and you  
13 are familiar with these documents, Ms. Romano, correct?

14          A     Correct.

15          Q     And if I look on page -- if you look on page 51  
16 of the documents as part of the bylaws, it states the  
17 responsibilities of the different council officers, and  
18 it has the position of Lieutenant. You also act as the  
19 Chair of the Council.

20          A     In the absence of the Lieutenant.

21          Q     Okay. So at that time you were the Chancellor,  
22 which is number 2, and you acted as the Chair in the  
23 absence of the Lieutenant. So at that time there was  
24 someone else who was the Lieutenant who was involved in  
25 signing this document, the Bylaws as well as the Articles

1 of Association, correct?

2 A Yes.

3 Q And under treasurer, Mr. Sharp is now the  
4 treasurer, and his responsibility is to keep, maintain,  
5 or cause to be kept and maintained, adequate and correct  
6 books and accounts of the Lieutenancy's assets and  
7 financial transactions.

8 Is that Mr. Sharp's position?

9 A It is.

10 Q And would he be familiar with the current  
11 financial status of the Western Lieutenancy as well?

12 A Yes.

13 Q Now, if you turn your attention to page 66 of  
14 this document, section B states that as part of the  
15 narrative activities of the Western Lieutenancy and,  
16 again, it states that, B:

17 Providing fundamental assistance to  
18 the Latin Patriarch (the title given  
19 to the Roman Catholic Archbishop of  
20 Jerusalem) and the Christians in the  
21 Holy Land (Israel, the Palestinian  
22 Territories, Jordan and Cypress)  
23 through the members' financial  
24 contributions.

25 So as far as the financial contributions of the



1 Western Lieutenancy, again, this states the financial  
2 purpose of the Western Lieutenancy, correct?

3 A Yes.

4 Q If you turn your attention to page 72 of this  
5 document. This is part of the -- this is a document from  
6 the State of California Franchise Tax Board that's  
7 addressed to the Roman Catholic Archdiocese of  
8 Los Angeles.

9 Do you have an understanding of the purpose of  
10 this document, including the packet that you submitted --  
11 that the Western Lieutenancy submitted to the Franchise  
12 Tax Board for those exemption purposes?

13 A Yes.

14 Q Would you tell me that what is.

15 A We submitted it -- we were -- we submitted it to  
16 the Board to establish our 501(c)(3).

17 MS. CUMARE: Well, again --

18 MR. SPITZ: Ms. Cumare, did you want to add  
19 something?

20 MS. CUMARE: Maybe I could clarify again. This  
21 is a very complicated area of law, if I may. You'll see  
22 that this is a group acknowledgment letter. You see that  
23 in the middle, Mr. Spitz?

24 MR. SPITZ: Yes.

25 MS. CUMARE: And so prior to the exempt

1 application that, you know, all these documents that  
2 we're looking at, the Western Lieutenancy obtained its  
3 tax exempt status both under federal and state law by  
4 being included as part of a group ruling.

5 There are two group rulings, one for the country  
6 as a whole that's issued by the Internal Revenue Service  
7 to the U.S. Conference of Catholic Bishops; and then  
8 there is our group ruling that the state, various  
9 states -- California is one of them -- has also a group  
10 ruling practice where it issues a letter to a parent or  
11 an overarching organization -- could be the Red Cross,  
12 Boy Scouts, Sierra club -- this is the archdiocese. And  
13 then expect those organizations to attest to the  
14 legitimate status of all the subordinate affiliated  
15 member chartered entities that fall under their umbrella.

16 So that's what this is. This is the group  
17 ruling that provided tax exempt status to the Western  
18 Lieutenancy before the application that is being  
19 submitted, the 3500 Exemption Application, which was to  
20 become an independent tax exempt organization, and not  
21 part of the group ruling.

22 MR. SPITZ: Thank you very much.

23 Q BY MR. SPITZ: Ms. Romano, do you agree with  
24 what she just said?

25 A Yes, I do.

1 MR. SPITZ: Okay. I think that was a very  
2 carefully and well-worded statement.

3 MS. CUMARE: You may want -- you'll see as part  
4 of this packet of pages immediately prior to that, see  
5 the Catholic directory?

6 MR. SPITZ: Yes.

7 MS. CUMARE: That's submitted annually to the  
8 Internal Revenue Service that lists all the Catholic  
9 Institutions in the United States that are recognized by  
10 the various churches. And so the various dioceses,  
11 archdioceses across the country obtain their tax exempt  
12 status because they're listed in this book. They don't  
13 get an individual letter.

14 Q BY MR. SPITZ: So if I did understand all that  
15 correctly -- I may not have -- but am I correct to state  
16 that prior to this application for exemption with the  
17 Franchise Tax Board, that this unincorporated association  
18 known as the Western Lieutenancy fell under the umbrella  
19 of the Archdiocese of Los Angeles for its exemption  
20 status?

21 MS. FRIEND: I just want to object to the phrase  
22 "under the umbrella."

23 MS. CUMARE: Yes, it -- it obtained its --  
24 because California issues group rulings to individual  
25 dioceses, archdioceses and not to, say, the California

1 Catholic Conference, not to pull these dioceses together,  
2 unlike the Internal Revenue Service, which issues it to  
3 all the dioceses and archdioceses and God only knows what  
4 in the United States that belong to the Catholic Church.

5 So in California it's done geographically. And  
6 so this ruling for us was because of geography and  
7 (unintelligible) --

8 THE REPORTER: Was because of geography and  
9 what?

10 MS. CUMARE: And where the headquarters of the  
11 Western Lieutenancy was located.

12 THE REPORTER: Thank you.

13 Q BY MR. SPITZ: Ms. Romano, do you agree with  
14 what she just said?

15 A I do.

16 MS. CUMARE: So maybe on the side, if, for  
17 example, the headquarters were to move to Utah, you know,  
18 we probably would no longer at the time have been able to  
19 apply for a group ruling in California. It would have  
20 had to go to Utah.

21 MR. SPITZ: Thank you. Turn your attention,  
22 Ms. Romano and Ms. Cumare, to pages 87 and 88.

23 Q BY MR. SPITZ: My question is is it correct that  
24 this is the letter, the exempt determination letter that  
25 was sent to Western Lieutenancy after the previous pages

1       were submitted as part of the application, and this is  
2       the response thereafter from the Franchise Tax Board?

3           A       That is correct.

4           MR. SPITZ: I'd like to take just a minute or  
5       two break. I have approximately 3:32. I'll be back on  
6       the record -- go off the record now, and we'll be back on  
7       in about 2 or 3 minutes, 3:35 or so. Okay?

8           MS. FRIEND: Okay.

9           MR. COLELLA: What time was that again?

10          MR. SPITZ: Just 2 or 3 minutes from now.

11          MR. COLELLA: Sure.

12               (Break in proceedings from 3:35 P.M. to 3:39 P.M.)

13          Q       BY MR. SPITZ: I just have one final question,  
14       Ms. Romano. I didn't notice before, but page 51 of the  
15       Articles of Association shows that your signature appears  
16       on them as well; is that correct?

17          A       Yes.

18          MR. SPITZ: Thank you very much for allowing us  
19       to take the time with you this afternoon.

20               Do other counsel have any questions they want to  
21       ask of you?

22               David, did you have anything?

23          MR. COLELLA: I do not.

24          MS. FRIEND: I'm sorry, I think Rosa asked us to  
25       hold on a second.

DEPOSITION OF: MARGARET ROMANO

1 Is everything okay, Rosa?

2 MS. CUMARE: Just someone at the door.

3 MS. FRIEND: Oh, okay.

4 MR. SPITZ: Ms. Friend, do you have anything?

5 MS. FRIEND: No.

6 MR. SPITZ: Very good. Okay.

7 Then, Ms. Romano, we'll have the -- through your  
8 attorney we'll be sending you instructions from the court  
9 reporter with regard to the instructions for reviewing  
10 and signing the transcript under penalty of perjury.  
11 You'll be given an opportunity to correct any errors or  
12 mistakes in the transcription or what's been presented in  
13 that transcript, and you'll have an opportunity to  
14 provide a copy of your corrections to my office through  
15 your attorney.

16 Will you agree to review your transcript and  
17 sign it under penalty of perjury together with any  
18 corrections?

19 THE WITNESS: I will do that.

20 MR. SPITZ: Okay. We'd appreciate that within  
21 20 days of the date that you receive the transcript. Are  
22 you in agreement with that, Ms. Cumare?

23 MS. CUMARE: I think. If Ms. Romano has to  
24 travel and is having difficulty, I'll let you know.

25 MR. SPITZ: Very well. Thank you very much.

DEPOSITION OF: MARGARET ROMANO

1 (A discussion was held off the record.)

2 THE REPORTER: I need to get copy orders on the  
3 record before everyone leaves.

4 MS. CUMARE, do you need a copy in addition to  
5 the locked pdf version that will be sent for the  
6 witness's review?

7 MS. CUMARE: How much would that be?

8 THE REPORTER: I can send you an estimate, and  
9 you can let me know.

10 MS. CUMARE: Thank you.

11 THE REPORTER: Michele, anything for you?

12 MS. FRIEND: I'll have a hard copy and  
13 electronic.

14 THE REPORTER: Mr. Colella?

15 MR. COLELLA: Same, hard copy and electronic.

16 THE REPORTER: Thank you everybody. Have a good  
17 day.

18 MS. CUMARE: Are we still doing the PMK depo?

19 MR. SPITZ: I think that encompasses everything  
20 for her knowledge of these same things. It's all the  
21 same line of questioning, and it's all the same  
22 information.

23 So I would just ask Ms. Romano, the testimony  
24 that you've given today was both as the person most  
25 knowledgeable for the Western Lieutenancy and for you

DEPOSITION OF: MARGARET ROMANO

1 individually as the Lieutenant of the Western  
2 Lieutenancy, correct?

3 THE WITNESS: Yes, it is.

4 MR. SPITZ: Thank you very much. We won't need  
5 to take a second deposition.

6 MS. FRIEND: Are we still taking Brad Sharp?  
7 Are you still taking that one?

8 MR. SPITZ: I'm going to review the information  
9 that I received today and go over it and will get back to  
10 all of you.

11 MS. CUMARE: Yeah, I'd appreciate it because  
12 Brad has a pretty heavy schedule and so has especially  
13 cleared this time for us. So I'd appreciate being able  
14 to give him some advance notice.

15 MR. SPITZ: Yes, I will do so. Thank you very  
16 much for allowing Ms. Romano to come today.

17 MS. CUMARE: Okay.

18  
19 (The deposition proceedings  
20 were concluded at 3:43 P.M.)

21 ///

22 ///

23 ///



PENALTY OF PERJURY CERTIFICATE

I hereby declare I am the deponent in the within matter; that I have read the foregoing transcript and know the contents thereof; that I declare that the same is true of my knowledge, except as to the matters which are therein stated upon my information or belief; and as to those matters, I believe them to be true.

I declare being aware of the penalties of perjury; that the foregoing answers are true and correct.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
MARGARET ROMANO

CERTIFICATE OF

CERTIFIED SHORTHAND REPORTER

The undersigned Certified Shorthand Reporter of the State of California does hereby certify:

That the foregoing proceeding was taken before me at the time and place therein set forth, at which time the witness was duly sworn by me;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed, said transcript being a true and correct copy of my shorthand notes thereof;

That the dismantling of the original transcript will void the reporter's certificate.

In witness thereof, I have subscribed my name this date: May 3, 2021

*Jolyne K. Roberts*

JOLYNE K. ROBERTS,  
CSR NO. 10823

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means, unless under the direct control and/or supervision of the certifying reporter.)

DEPOSITION OF: MARGARET ROMANO

DEPOSITION ERRATA SHEET

Case Caption: SERYANI vs. THE HOLY SEE

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MARGARET ROMANO

DEPOSITION ERRATA SHEET

Case Caption: SERYANI vs. THE HOLY SEE

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MARGARET ROMANO

EXHIBIT 3A



**中国海外建设工程集团有限公司**  
CHINA OVERSEAS CONSTRUCTION ENGINEERING GROUP LIMITED

Flat/Rm 1701 17/F Henan Building, 90 Jaffe Road, Wanchai, Hong Kong (852) 3173-3712 Fax (852) 3173-3713

### Memorandum of Understanding

This Memorandum of Understanding (herein referred as the "MOU") is between CHINA OVERSEAS CONSTRUCTION ENGINEERING GROUP LIMITED, a Corporation registered under the laws of the P. R. China (herein referred as "Contractor"), represented by Mr. Harry B. Guzman, its Co-Chairman and CEO and Mr. Qusai Al-Saffar, its Group Legal Counsel and Sharbain Group, a Corporation registered under the laws of the Hashemite Kingdom of Jordan (herein referred as "Developer") represented by Mr. Jebra (Gabi) Sharbain, its Chairman. The Contractor and Developer are collectively referred herein as the "Parties".

The purpose of this MOU is to define the relationship between the Contractor and the Developer. It is agreed by the Parties that this MOU may from time to time be revised to accommodate circumstances as may arise. The purpose of this MOU is to establish that the Developer has a viable development Project and that the Contractor is RWA to undertake the Project. All revisions must be signed by both Parties prior to any revisions being enforced. The intent of this MOU is to establish a working relationship between the Parties, with the end goal being the establishment of a Construction Contract.

The Parties agree that the Developer has the expertise and resources to undertake the AMERICAN UNIVERSITY OF MADABA Project which is currently in Phases Two, Three and Four, and the RENEWABLE ENERGY CITY Project which is under the auspices of the Arab Renewable Energy Commission ("AREC") and enjoying the Patronage of HRH Prince Assem Bin Nayef (herein collectively referred as the Projects). Both Projects development sites are presently under legal control of the Developer in cooperation with the Hashemite Kingdom of Jordan, and; that the Contractor has the experience, expertise, organization and financial resources to perform the duties of a General Contractor/Engineering firm to include, but not limited to the Projects in addition to municipal, property and technical developments in the Hashemite Kingdom of Jordan. The Contractor agrees that the Developer may make representations to third parties, either in writing or verbally, of the Parties relationship as per this MOU.

During meetings held on March 25<sup>th</sup> and 26<sup>th</sup> discussions to discuss the Projects, it was agreed that by signing of this MOU the Parties have established a professional relationship with the end result being to enter into a Construction Contract between the Parties under the following conditions; The Parties understand that the MOU is being accepted in general terms and that the Parties have agreed that good faith has been established and that cooperation shall prevail.

The Developer shall be responsible to submit the CONCEPTUAL SPECIFIC PLAN for the two named Projects at its earliest opportunity to the Contractor. Along with the CONCEPTUAL SPECIFIC PLAN, the Developer shall submit the Preliminary Budget and state the format of the sovereign guarantee of payment for the Contractor to undertake Build/Transfer ("B/T") construction. The Developer shall submit other preliminary documents as required by the Contractor to undertake design review, material and equipment requirements, cost analysis, and other requirements to create a "draft" Construction Contract for review by the Developer. The Contractor, after review of the preliminary documents submitted by the Developer shall have the option to submit a Pre Development Contract for consideration by the Developer, should it be necessary.


It is the intent of the Contractor to arrange for additional meetings with the Developer to obtain details as required by the Contractor to finalize the Construction Contract. Pursuant to subsequent meetings in Amman, the Developer shall liaise with the appropriate Government Ministries for VISA documents the Contractor Management & Engineering team in order to undertake site visits and further discussions with the Developer's A&E staff.



中国海外建设工程集团有限公司  
CHINA OVERSEAS CONSTRUCTION ENGINEERING GROUP LIMITED


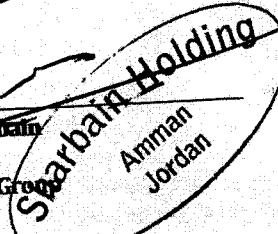
The Parties hereby agree with the terms and conditions set forth in this MOU on this 27th day of March, 2013.

Accepted by Contractor:

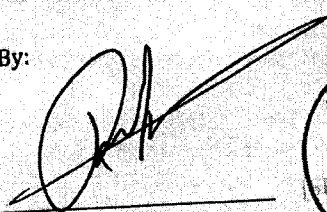
  
Harry B. Guzman  
Co-Chairman/CEO  
China Overseas Construction  
Engineering Group Limited



Accepted by Developer:

  
Galt Sharbain  
Chairman  
Sharbain Group  


Attested By:

  
Qusai Al-Saffar  
Group Legal Counsel  
China Overseas Construction Engineering Group Limited



**EXHIBIT 3B**



**MEMORANDUM OF UNDERSTANDING**

**Between**

**LATIN PATRIARCHATE OF JERUSALEM  
(HEREINAFTER REFERRED TO AS "LPJ");**

**And**

**CHINA MACHINERY ENGINEERING CORPORATION  
(HEREINAFTER REFERRED TO AS "CMEC")**

**MAY 6, 2013**

**FOR PROJECT**

**AMERICAN UNIVERSITY OF MADABA**

*(Which entities are hereinafter individually referred to as a "Party" and jointly as the "Parties")*



*[Handwritten signature]*

**Nature of the Parties:**

- i) LPJ is a

CMEC is a Corporation with its principle office at No. 178, Guanganmen Wai Street, Xicheng District, presented here by Wang Liwen, referred to a "CMEC", which is owned by the Government of the People's Republic of China and it leads in carrying out overseas international contracting for various infrastructure Projects on Engineering, Procurement, Construction & Financing facilitating(EPC+FF) basis and under which arrangement it has executed many major infrastructure Projects in Middle East.

**Preamble**

- i) LPJ seeks to construct and develop Phases II, III and IV of the American University Project located in Madba, Amman, Hashemite Kingdom Of Jordan, and the financing of this project has been in place. The phase I of this project has already been completed and put into service.
- ii) CMEC is an publically listed and internationally reputed corporation who possesses outstanding advantages in field of international engineering Project and is seriously interested and would like to commit itself in Phases II, III and IV of the American University Project in Amman, Jordan;
- iii) LPJ and CMEC are desirous of working together to develop the Project as is defined herein, and; The Parties have agreed to work together in the context of this MOU to harness their respective capabilities with the view of designing, constructing, and implementation the above described project.

**AND**

The Parties have agreed to execute this Memorandum to regulate the principles that shall be applicable to the interactive and interdependent relationships between them in an effort to ensure implementation of the Project envisaged hereby, as efficiently and beneficially as possible to all the parties until such time as a definitive contract shall be executed by the parties in its place.

**DEFINITIONS**

In this MOU, "**Project**", "**Scope of Work**" shall mean and include but shall not be limited to; Project study and planning, engineering, design, procurement, construction of Phases II, III and IV of the American University Project in Amman, Jordan .

**NOW, THEREFORE**, this Memorandum of Understanding witnesses as follows:

1. The Parties acknowledge that this Memorandum of Understanding ("MOU") reflects the spirit and commitments of the parties.

NEER  
5/19/05  
1

2. The parties desire to pursue the activities/ Objects set out herein and acknowledge that each signatory to this MOU has the authority to execute this MOU on behalf of its respective organization.
3. CMEC shall be the primary Engineering, Procurement, Construction (EPC) contractor for the Project and shall put together a team of highly skilled and competent sub-contractors and/or consultants to ensure that the Project is completed on time, on budget and to the standards as mutually agreed upon later in the Contract.
4. For the purpose of clause 3 above, CMEC shall identify qualified sub-contractors which shall be leading design and construction corporation which will perform with CMEC as CMEC' sub-contractors on a turn-key basis on the design, engineering, contracting and equipment supply for the full implementation of the above Project.
5. In pursuing this Project under intent of this MOU, the Parties agree that the following objectives, terms and responsibilities will apply:
  - 1) After receiving all the information of the project herein from LPJ, CMEC shall organize related technical and commercial team to study the information hereby, then prepare, submit and clarify the technical and commercial proposals for this project, and finally sign the EPC general contract with LPJ under direct mutual negotiation.
  - 2) LPJ shall provide all necessary support for CMEC to complete the preliminary survey of the above project as well as any other issues that may need LPJ's support and coordination.
6. The Parties agree that they shall work exclusively with each other to the Project on basis of EPC through direct negotiation.
7. All information regarding this MOU will be kept confidential and shall not be shared or disseminated to any third party without written consent of CMEC and LPJ.
8. All information which is of a property nature ("Confidential Information") and any other data (financial or technical) that is Project related and which is disclosed by either Party to the other Party in connection with the subject matter of this MOU will be held in confidence by the receiving Party, and will not be used for any purpose other than is contemplated hereby or disclosed to any third party without the prior written consent of the disclosing party.
9. This MOU reflects the intent of all the Parties to promote a good and mutually beneficial Project
10. The Parties in the spirit of co-operation have mutually agreed to enter into this Memorandum of Understanding.
11. This MOU shall become valid and effective upon its signature by the authorized representative of both Parties. Unless extended in writing by mutual agreement by the parties, the MOU shall lapse and be continuing in validity until Dec. 31, 2013, or be replaced where the parties execute a definitive agreement/agreements on the Project or be terminated when any of the following circumstances occur, whichever occurs earliest.
  - 1) CMEC substantially breached any of his obligations in this MOU;
  - 2) LPJ substantially breached any of his obligations in this MOU;
  - 3) The Project Contract is not awarded CMEC;

- 4) The Project is cancelled or terminated;
- 5) Any unforeseen circumstances which incapacitates CMEC.

12. In witness whereof, both parties hereto executed this MOU in Duplicate by their duly authorized representatives, and affixed their signature on the date written above. Each Party will hold one original copy.

IN WITNESS WHEREOF the parties hereto have affixed their hands the date and year first above written.

Signed for and on behalf of  
China Machinery Engineering Corporation  
Managing Director,  
Headquarter General Com



(Wang Liwen)

Signed for and on behalf of  
LATIN PATRIARCHATE OF JERUSALEM

Witnessed by  
China Overseas Construction Engineering Group Limited.  
Co-Chairman/CEO  
Harry B. Guzman

# EXHIBIT 4

EXHIBIT 4A

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
CASE NO. CIVDS1925212

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BENJAMIN SERYANI A/K/A BENJAMIN  
SEMAAN SIRYANI, an individual, and  
SYNERGY SELECT ONE, LLC, an Indiana  
Limited Liability Corporation doing  
business in California

Plaintiffs,

v.

The Holy See a/k/a Vatican City State  
(HS/VCS) a/k/a Vatican Nation,  
American University of Madaba, Inc.;  
American University of Madaba Company;  
American University of Madaba Campus,  
Board of Trustees;  
Latin Patriarchate of Jerusalem;  
Latin Patriarchate of Vicariate  
Ecclesiastical Court; Vatican  
Foundation St. John the Baptist;  
Mukawer Castle For Education Company;  
Honorable Judge Fr. Dr. Majdi Siryani,  
a California resident; His Beatitude  
Fouad Al-Twal; His Excellency  
Archbishop Pierbattista Pizzaballa;  
His Excellency Archbishop Bishara  
Maroun Lahham; His Excellency Archbishop  
William Shomali; His Excellency  
Archbishop Antonio Franco; Cardinal  
Secretary of State His Eminence Peitro  
Parolin; and DOES 1 through 200,  
inclusive,

Defendants.

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REMOTE VIDEOCONFERENCE DEPOSITION OF

FOUAD TWAL

Wednesday, November 10, 2021

7:00 a.m. PST

Reported by: Goldy Gold, RPR

Job No. 202281

1 Date: November 10, 2021

2 Time: 7:00 a.m. PST

3  
4 REMOTE DEPOSITION OF FOUAD TWAL, taken  
5 by Counsel for the Plaintiff, in the  
6 above-titled matter, on November 10, 2021,  
7 commencing at 7:00 a.m., and reported by Goldy  
8 Gold, a Registered Professional Reporter and a  
9 Notary Public within and for the State of  
10 Maryland.



1 A P P E A R A N C E S (appearing via Zoom):

2

3 On Behalf of the Plaintiff:

4 BY: ROBERT SPITZ, ESQ.

5 LAW OFFICE OF ROBERT J. SPITZ

6 204 North San Antonio Avenue

7 Ontario, California 91762

8

9

10 On Behalf of the Defendant The Latin Patriarchate of  
11 Jerusalem:

12 BY: DAVID COLELLA, ESQ.

13 FULLERTON, LEMANN, SCHAEFER & DOMINICK

14 215 North D Street

15 San Bernardino, California 92401

16

17

18 On Behalf of the Defendant The Roman Catholic Church  
19 Archbishop of Los Angeles:

20 BY: MICHELE FRIEND, ESQ.

21 CLARK & TREVITHICK

22 445 South Figueroa Street

23 Los Angeles, California 90071

24

25

## I N D E X

## DEPOSITION OF FOUAD TWAL

November 10, 2021

EXAMINATION BY	PAGE
Mr. Spitz	5

## E X H I B I T S

EXHIBITS	DESCRIPTION	PAGE
Exhibit 16	Document Type: Disbursement Check dated October 1, 2016	23
Exhibit 4	Article entitled "Equestrian Order of The Holy Sepulchre," was marked for identification.]	25
Exhibit 5	Article entitled "The Order - Grand Magisterium,"	44
Exhibit 6	document entitled Equestrian Order of The Holy Sepulchre of Jerusalem Western Lieutenancy	48
Exhibit 13	Article entitled "New Arabic-language Catholic Mass in Redlands	59
Exhibit 12	Article entitled "Latin Patriarchate of Jerusalem	59
Exhibit 14	Article entitled "Latin Patriarchate of Jerusalem	60
Exhibit 15	Article entitled "Latin Patriarchate of Jerusalem	66
Exhibit 20	American University of Madaba Company, LLC Financial Statements For the Year Ended December 13, 2013	69

## P R O C E E D I N G S

DIANE NOMAN, an Arabic interpreter, solemnly swore to translate the following questions from English to Arabic and answers from Arabic to English:

WHEREUPON,

FOUAD TWAL,

was called as a witness, having been duly sworn, was examined and testified as follows:

## EXAMINATION

BY MR. SPITZ:

Q. Will you please state your name for the record, sir.

A. Fouad Twal.

Q. Would you spell your first name?

A. F-o-u-a-d.

Q. Your last name?

A. Twal, T-w-a-l.

Q. Thank you very much.

Shall I refer to you during this deposition as Your Beatitude, or is there another name that you would like us to use?

A. Yes, that's fine.

Q. Or I think I also heard you say that I can also refer to you as the Latin Patriarch,

1 correct?

2 A. Yes, yes.

3 Q. Thank you very much.

4 A. You're welcome.

5 Q. Have you ever had your deposition taken  
6 before?

7 A. No.

8 Q. I'd like to explain some very simple and  
9 basic rules. You're under oath. And I'll be asking  
10 you some questions, and you'll be providing answers  
11 after I finish my questions.

12 Do you understand that?

13 A. Yes, I understand, and please go ahead.  
14 You're very welcome to ask the questions.

15 Q. These will be very simple questions  
16 about the Latin Patriarchate of Jerusalem and its  
17 relationship with the Equestrian Order.

18 We would ask you only to give your best  
19 answers to those questions.

20 A. (Witness answers in English.)

21 Can I say it in English?

22 Q. Yes.

23 A. (Witness answering in English.)

24 Pope, the Ninth established the Latin  
25 Patriarchate of Jerusalem in 1849, 1849. At the same

1 time, the same year, he established the order of The  
2 Holy Sepulchre to help the Latin Patriarchates in  
3 establishing schools, churches, and hospitals.

4 (Through the Interpreter.)

5 So the connection between the Patriarchy  
6 and the -- the Order of the Sepulchre is present from  
7 the beginning.

8 Q. Very good.

9 MR. MUSLEH: Sorry.

10 MR. SPITZ: Yes, sir.

11 MR. MUSLEH: I can give an accurate  
12 translation.

13 Okay. Now, the existence of the  
14 Patriarch was a relation between the  
15 Patriarchate -- this was the translation --  
16 between the Patriarchate and The Holy Sepulchre  
17 was from the beginning of the establishment of  
18 the Latin Patriarchate in Jerusalem. This  
19 was -- this was the accurate translation that  
20 His Beatitude said.

21 MR. SPITZ: Okay. Thank you, sir. And  
22 we do appreciate your assistance. And in the  
23 event that our interpreter does miss some  
24 points, please state, as you did this time, that  
25 your translation, you believe, is a more

1 accurate translation of the words of His  
2 Beatitude. We appreciate your assistance in  
3 that regard.

4 So anytime you feel the interpreter may  
5 not have completely understood the answer, we  
6 welcome your translation because of your  
7 familiarity with the Latin Patriarchate and some  
8 of the history. You're welcome to provide your  
9 interpretation of his words. Thank you very  
10 much.

11 BY MR. SPITZ:

12 Q. Is there any medication that you might  
13 have taken recently, Your Beatitude, that might  
14 affect your memory or ability to testify today?

15 A. No, I have not taken any medication of  
16 that sort.

17 Q. I want to share on the screen a copy of  
18 the deposition notice that was sent to your office.

19 And are you able to see this document on  
20 the screen?

21 A. Yes, I can see it.

22 Q. Do you recall seeing this before today,  
23 this document?

24 A. I did not understand the question.

25 Q. Have you seen this document before?

1           A.       Yes, I've seen it.

2           Q.       As page -- beginning on page 2 of this  
3 document, there are a number of requests for  
4 documents.

5                   Have you seen those requests for  
6 documents?

7           A.       Yes, I have seen it.

8           Q.       Is there someone who is assisting you in  
9 obtaining these documents for a response?

10                   MR. COLELLA: This is David. Hold on.  
11 I have an objection.

12                   So I object to these document requests.  
13 Objections have been served, and there has been  
14 an agreement between counsel, including  
15 Mr. Spitz, to limit the request for documents to  
16 seven different requests.

17                   And just to clarify for the record, the  
18 scope of this deposition has also been agreed to  
19 be limited by counsel's agreement.

20                   And I'll specifically read what  
21 Mr. Spitz' stip -- representation was as to the  
22 scope: The parties have agreed to limit the  
23 scope of 12 depositions for information  
24 regarding money that flowed from California  
25 residents to the Equestrian Order of The Holy

1 Sepulchre and then from the Equestrian Order of  
2 The Holy Sepulchre of Jerusalem to the LPJ.

3 That's the conclusion of my objection  
4 for the record.

5 MR. SPITZ: Do you have the numbers of  
6 the document production, David, that you believe  
7 was agreed upon?

8 MR. COLELLA: I do. I'm going to read  
9 off seven numbers, okay. These are requests for  
10 production that were agreed upon: 27, 53, 28,  
11 29, 30, 32 and 33.

12 MR. SPITZ: I think that the scope that  
13 you described of the deposition is not what we  
14 agreed upon in writing. And so we will be  
15 asking general questions about the relationship  
16 between The Equestrian Order, Grand Magisterium  
17 and the Latin Patriarchate, which we believe is  
18 at least included within what you've referenced,  
19 Mr. Colella.

20 INTERPRETER: One moment, please.

21 I'll proceed to translate this for the  
22 witness.

23 Mr. Spitz believes the scope as  
24 between -- if that can be repeated, please.

25 Mr. Spitz, this is the interpreter.



1           You're muted.

2                   MR. SPITZ:   Yes.

3                   Regarding the financial assistance and  
4           the money provided by California residents to  
5           The Equestrian Order that flow, and including  
6           the Grand Magisterium, which is a governing body  
7           for the Equestrian Order, and then the flow from  
8           the Grand Magisterium of the Equestrian Order to  
9           the Latin Patriarchate.

10   BY MR. SPITZ:

11           Q.       So with regard to those document  
12   requests that were just stated by counsel, is there  
13   someone who is assisting you, His Beatitude, with  
14   obtaining the documents that have been requested  
15   pursuant to 27, 28, 29, 30, 32, 33, and 53?

16           A.       So regarding these questions, I myself  
17   am familiar with these matters, and I am prepared to  
18   answer and respond to them.

19           Q.       Very well.   Let's proceed.

20                   We have an understanding with counsel  
21   that documents will be obtained.   You may not be  
22   familiar with the process, but we are looking forward  
23   to receiving the requested documents with whoever  
24   might be assisting with that.

25           A.       Okay.

1 Q. My understanding is that you were  
2 appointed as the Latin Patriarch in June of 2008, and  
3 you served there until June of 2016; is that correct?

4 A. That is correct.

5 Q. And I want to share a document from the  
6 Latin Patriarchate, and this is a document from the  
7 website of the Latin Patriarchate.

8 MR. COLELLA: I'm going to object on the  
9 basis that this not described as to when it was  
10 taken from the website. There's no date that I  
11 see on it.

12 BY MR. SPITZ:

13 Q. And does this document accurately  
14 describe the map of the Diocese that includes  
15 Palestine, Jordan, Israel and Cypress?

16 A. Yes, that is correct, and my  
17 jurisdiction covers only these areas.

18 Q. And on this -- on this page, it shows  
19 that one of the main benefactors and supporters  
20 financially of the Latin Patriarchate is the  
21 Equestrian Order of The Holy Sepulchre of Jerusalem;  
22 is that correct?

23 A. That is correct.

24 Q. In the same document on page 67 of this  
25 document from the Latin Patriarchate, it shows that

1 there is a Southern California Parish Community  
2 called the Arab American Catholic Community of  
3 Southern California.

4 Are you familiar with them?

5 MS. FRIEND: I'm sorry. I want to  
6 interrupt. I want to insert an objection as to  
7 the vagueness of the phrase "them."

8 THE WITNESS: Those people who are  
9 present in the Southern California Catholic  
10 community are our sons from the homeland who  
11 have immigrated from Jordan and Palestine to  
12 California.

13 BY MR. SPITZ:

14 Q. And this document states that the Latin  
15 Patriarchate has provided a priest for the  
16 American -- Arab American community in Southern  
17 California for 26 years; is that correct?

18 A. Yes. So in agreement with the parish of  
19 Southern California, we had sent them --

20 MR. MUSLEH: Sorry. Inaccurate  
21 translation.

22 INTERPRETER: Yes, go ahead.

23 MR. MUSLEH: It's the bishop. It's the  
24 bishop of California.

25 INTERPRETER: I'm sorry.

1 THE WITNESS: The bishop of the  
2 California. And we had sent a priest to the  
3 parish.

4 BY MR. SPITZ:

5 Q. And are you --

6 MR. MUSLEH: Can we please repeat again  
7 the translation? The translation is not  
8 accurate. Can we please His Beatitude repeat  
9 what he said in Arabic, and can I translate it  
10 again?

11 MR. SPITZ: Yes, please.

12 MR. MUSLEH: In agreement and upon the  
13 permission of the local bishop in California, we  
14 sent a priest to serve the Arab community, our  
15 sons, for their spiritual needs.

16 MR. SPITZ: Madam Interpreter, do you  
17 agree with that translation?

18 INTERPRETER: The interpreter agrees,  
19 yes.

20 MR. SPITZ: Thank you.

21 BY MS. SPITZ:

22 Q. And you are continuing to provide  
23 priests to the Arab American Catholic community of  
24 Southern California with the agreement of the local  
25 bishops, correct?

1 MS. FRIEND: I'm sorry. I'm going to  
2 just insert an objection to the -- who do you  
3 mean by "you"? Do you mean him personally, or  
4 are you talking about the organization,  
5 the Diocese --

6 MR. SPITZ: Thank you.

7 BY MR. SPITZ:

8 Q. The Latin Patriarchate of Jerusalem  
9 continues to provide priests for the Arab American  
10 community in Southern California to this day,  
11 correct?

12 MS. FRIEND: Objection to the extent he  
13 lacks personal knowledge.

14 MR. COLELLA: Yes. And I was going to  
15 let the translator finish. But I also object.  
16 His Beatitude Twal is the former Patriarch of  
17 the Latin Patriarchate. He is not the current  
18 Patriarch of the LPJ.

19 So to the extent that he is not here  
20 testifying on behalf of the LPJ, he's here in  
21 his individual capacity, this is outside of is  
22 scope. But, again, if he has personal  
23 knowledge, I'll let him testify.

24 (Interpreter proceeds to translate.)

25 INTERPRETER: The interpreter believes

1           that the interpreter -- due to the objections.

2           MR. SPITZ:   So keeping those objections,  
3           let me repeat the question again.

4           MS. FRIEND:   Can we just have the court  
5           reporter read it back?

6           MR. SPITZ:   That's fine.

7           (Whereupon, the referred to question was  
8           read back by the Reporter.)

9           THE WITNESS:   Yes, they still provide.

10   BY MR. SPITZ:

11           Q.       Have you visited the St. Joseph's  
12           Catholic Church in Pomona, California?

13           A.       Yes.   When I had additional time, I  
14           would visit our sons in Yonkers, in Chicago, and in  
15           California.

16           Q.       And did you also visit during the time  
17           you were the Latin Patriarch, the Holy Name of Jesus  
18           Catholic Church in Redlands, California?

19           A.       So, yes.   And in my formal visits, if I  
20           had the time to do that, then I would -- my formal  
21           visits to the U.S.A., I would visit our sons in  
22           Yonkers, in Chicago, and in California.

23           Q.       Thank you.

24                    So the Latin Patriarchate has  
25           jurisdiction of the Catholic Church and its

1 activities in what is known as the Holy Land,  
2 correct?

3 MR. COLELLA: Objection. Hold on.

4 Yes. I'm objecting that this is outside  
5 the scope of the deposition or His Beatitude  
6 Twal. Again, he's not offered on behalf of the  
7 Latin Patriarch of Jerusalem, but, again, if he  
8 has personal knowledge, he can testify if he  
9 chooses to.

10 MR. SPITZ: Did you finish your  
11 question?

12 (Whereupon, the referred to question was  
13 read back by the Reporter.)

14 THE WITNESS: So, yes, the Patriarch has  
15 the jurisdiction over the Catholics -- if  
16 interpreter understand correctly -- in these  
17 lands.

18 MR. MUSLEH: He said Latin, not  
19 Catholic.

20 INTERPRETER: Latin, sorry. This is the  
21 interpreter's mis- -- mistranslation.

22 MR. SPITZ: Would you say the  
23 translation correctly then again? Please say  
24 the translation again correctly.

25 INTERPRETER: So if the interpreter

1 recalls correctly: Then the Patriarch has the  
2 jurisdiction -- jurisdiction over the Latin in  
3 the Holy Lands, that's correct.

4 BY MR. SPITZ:

5 Q. And isn't it correct that, from time to  
6 time, when you were the Latin Patriarch, that money  
7 would be donated by St. Joseph's Catholic Church and  
8 the Holy Name of Jesus Catholic Church to the Latin  
9 Patriarchate?

10 INTERPRETER: The interpreter needs a  
11 repeat of the names, please.

12 MR. SPITZ: They're here on the screen:  
13 St. Joseph's Catholic Church and the Holy Name  
14 of Jesus Church.

15 INTERPRETER: The screen is quite small.  
16 The interpreter needs a repeat of the  
17 question again, please.

18 (Whereupon, the referred to question was  
19 read back by the Reporter.)

20 THE WITNESS: This is not correct.

21 BY MR. SPITZ:

22 Q. Okay. What is not correct about that?

23 A. So I'll repeat my response to the  
24 question, that these churches did not provide money  
25 to the Patriarch. So this is not correct.



1 Q. Did they provide money indirectly  
2 through The Equestrian Order to the Latin  
3 Patriarchate when you were the Latin Patriarch?

4 MR. COLELLA: Objection.

5 I'll let -- I apologize, Interpreter.  
6 I'll let you interpret the question, but I have  
7 an objection before the response.

8 INTERPRETER: The interpreter needs a  
9 repeat of the question, please.

10 (Whereupon, the referred to question was  
11 read back by the Reporter.)

12 MR. COLELLA: Hold on. I have an  
13 objection. I'm objecting on the grounds that  
14 it's vague. It's ambiguous. It lacks  
15 foundation. And calls for speculation.

16 MS. FRIEND: I join and also compound.  
17 Sorry. Go ahead.

18 BY MR. SPITZ:

19 Q. Can you answer the question?

20 A. Yes. So only the members of the wholly  
21 order -- of the Order of The Holy Sepulchre would  
22 give money to the -- the contribution to the --

23 THE INTERPRETER: The interpreter needs  
24 a repeat.

25 THE WITNESS: -- to the Order of The

1 Holy Sepulchre Order, but not the actual -- the  
2 sons of the church.

3 BY MR. SPITZ:

4 Q. Are you familiar with an organization by  
5 the name of Queen of Peace Foundation?

6 A. Yes, I have heard of this name.

7 Q. And are you familiar with it as an  
8 organization that exists in the State of California?

9 A. I don't have any knowledge of it. I  
10 just heard of it.

11 Q. And are you familiar with that  
12 organization providing donations to the Latin  
13 Patriarchate of Jerusalem?

14 A. Currently, I do not recall.

15 Q. Okay. I'd like to show you a check from  
16 the Queen of Peace Foundation to the Latin  
17 Patriarchate of Jerusalem.

18 A. That's very kind. We thank them, but I  
19 do not recall.

20 Q. Okay. But you don't dispute that this  
21 is a check from the Queen of Peace Foundation to the  
22 Latin Patriarchate, do you?

23 MR. COLELLA: Objection. So hold on. I  
24 object to the extent that this is represented to  
25 comes from California. This identifies Queen of

1 Peace Foundation located in Las Vegas, Nevada,  
2 on its check.

3 MS. FRIEND: I also object that it lacks  
4 foundation.

5 INTERPRETER: We've been going for about  
6 15 minutes. If we may take approximately a  
7 10-minute break currently.

8 MR. SPITZ: We can take a break after  
9 they've answered the question. The question has  
10 still not been answered. So if you need it read  
11 it back, the court reporter can read it back for  
12 the translation.

13 INTERPRETER: Yes, very well.

14 Go ahead, please, Court Reporter.

15 (Whereupon, the referred to question was  
16 read back by the Reporter.)

17 THE WITNESS: Well, if it's present  
18 here, and if it arrived, then it arrived, and we  
19 thank them if it arrived.

20 BY MR. SPITZ:

21 Q. And do you recognize this stamp on the  
22 back of the check?

23 A. Yes, the stamp is known to me and the  
24 name.

25 Q. As the stamp of the Latin Patriarchate

1 of Jerusalem?

2 A. I told you I know the stamp, and I know  
3 the name.

4 MR. SPITZ: Very well. Let's take our  
5 10-minute break, and we'll be back at 5 minutes  
6 after the hour.

7 INTERPRETER: Thank you.

8 (Brief Recess.)

9 MR. SPITZ: Back on the record.

10 BY MR. SPITZ:

11 Q. Again, I'd like to ask if you recognize  
12 the seal of the Latin Patriarchate on the reverse  
13 side of this check dated June 1, 2016, from the Queen  
14 of Peace Foundation to the Latin Patriarchate.

15 Do you recognize this seal?

16 A. The seal is known.

17 Q. Do you recognize the signature?

18 A. It's not very clear, but I believe it's  
19 it the same as the first seal and the first  
20 signature.

21 Q. And who is that?

22 A. Father Haman.

23 Q. And what is his position with the Latin  
24 Patriarchate?

25 A. In the past, he was the -- the

1 interpreter believes the treasurer.

2 (In English.)

3 Yes.

4 Q. So Father Haman was the treasurer for  
5 the Latin Patriarchate in the past in the year 2016,  
6 correct?

7 A. Yes.

8 MR. SPITZ: And on this page -- this is  
9 going to be Exhibit 16 of our deposition  
10 transcript today, and we're a little bit out of  
11 record.

12 [Exhibit 16, Document Type:  
13 Disbursement Check dated October 1, 2016, was  
14 marked for identification.]

15 BY MR. SPITZ:

16 Q. And this is now showing you a check  
17 dated October 1, 2016 from the Queen of Peace  
18 Foundation payable to the Latin Patriarchate of  
19 Jerusalem in the amount of \$70,000.

20 Do you see that?

21 A. Yes, I see it.

22 Q. And in the memo, it states -- it reads,  
23 University of Madaba Leadership Project.

24 Do you -- are you familiar with that  
25 leadership project?

1 A. Yes, it's known throughout.

2 MR. COLELLA: Objection. I'm just going  
3 to object. Lack of foundation.

4 BY MR. SPITZ:

5 Q. What is the leadership project of the  
6 University of Madaba?

7 A. It's a university project.

8 Q. Do you recognize the signature on the  
9 reverse side of this check?

10 A. The check is known, but I have left the  
11 leadership prior to the date of this check. So if  
12 you need information regarding this check, please ask  
13 to whom that check belongs.

14 Q. Does this appear to be the signature of  
15 the current Latin Patriarch, Pizzaballa?

16 MS. FRIEND: Objection. Calls for  
17 speculation.

18 MR. COLELLA: I join.

19 BY MR. SPITZ:

20 Q. You may answer.

21 A. Me?

22 Q. Yes. Your Beatitude, you may answer if  
23 you recognize this as the signature of the current  
24 Latin Patriarch, Pizzaballa?

25 A. I think this is the signature of

1 Pizzaballa. If you want to confirm that, though, you  
2 should inquire of who -- the person whose signature  
3 this is. I have left my position of responsibility,  
4 and currently, I am in retirement.

5 Q. Okay. Thank you for that.

6 I see that the rest of these checks are  
7 after your retirement, so we will proceed with some  
8 other matters.

9 MR. SPITZ: Let me share my screen with  
10 you. That is a document from the Equestrian  
11 Order of The Holy Sepulchre. This document will  
12 be -- we'll call this Exhibit 4 of our  
13 deposition today, and it's called the  
14 "Equestrian Order of The Holy Sepulchre."

15 [Exhibit 4, Article entitled "Equestrian  
16 Order of The Holy Sepulchre," was marked for  
17 identification.]

18 MR. COLELLA: Just for the record, I  
19 will object to this exhibit on the basis of lack  
20 of foundation.

21 BY MR. SPITZ:

22 Q. On page 4 of this document, it states --  
23 it describes the purposes of the Order.

24 Do you agree that one of the purposes of  
25 the Equestrian Order is to sustain and aid the

1 charitable, cultural and social works at institutions  
2 of the Catholic Church in the Holy Land?

3 A. (Witness answers in English.)

4 Yes, I sustain. I admit that.

5 MR. SPITZ: For the record, would you,  
6 Madam Interpreter, just translate into Arabic as  
7 well this purpose.

8 BY MR. SPITZ:

9 Q. Your answer is the same, Your Beatitude?

10 A. Yes, yes, I am completely and totally in  
11 agreement.

12 Q. And you're in agreement that, in  
13 particular, The Equestrian Order financially supports  
14 the Latin Patriarchate of Jerusalem?

15 A. Yes.

16 Q. And this document from the Equestrian  
17 Order states that the Equestrian Order is the only  
18 lay institution of the Vatican State charged with the  
19 task of providing for the needs of the Latin  
20 Patriarchate of Jerusalem?

21 INTERPRETER: The interpreter needs  
22 clarification as to lay institution, meaning  
23 nonreligious institution?

24 THE WITNESS: Yes.

25 BY MR. SPITZ:



1 Q. You agree with that statement, Your  
2 Beatitude?

3 A. Yes, yes.

4 Q. And you agree that the contributions  
5 made by the members of the Equestrian Order are the  
6 main source of funding for the Latin Patriarchate of  
7 Jerusalem and its institutions?

8 A. Yes.

9 Q. The next page of this Exhibit Number 4  
10 discusses the structure of the Equestrian Order.

11 And you agree that the Cardinal Grand  
12 Master is appointed directly by the Holy Father to  
13 lead and govern The Equestrian Order?

14 A. (Witness answers in English.)

15 Yes.

16 (Through the interpreter.)

17 Yes.

18 Q. And you agree that the Grand Master is  
19 assisted by a consultative body called the Grand  
20 Magisterium?

21 A. Yes.

22 Q. And you agree that the Grand Master has  
23 the task to discuss with the Latin Patriarchate of  
24 Jerusalem about the programs and actions of that  
25 organization?

1           A.       No. Not the Grand Master, but the Grand  
2   Magisterium.

3                   (Through the Interpreter.)

4           Not the Grand Master, but the Grand  
5   Magisterium.

6           Q.       So the Grand Magisterium consults with  
7   and discusses with the Latin Patriarch about the  
8   programs and actions of the Latin Patriarchate of  
9   Jerusalem?

10           MS. FRIEND: I am just going to object  
11   that the documents speaks for itself.

12           THE WITNESS: So the Grand Magisterium  
13   does not talk or discuss anything about any  
14   programs with the Latin Patriarch. The Grand  
15   Magisterium discusses amongst the members  
16   whether to assist, to help. So they do not  
17   discuss with me.

18           INTERPRETER: If the interpreter  
19   understood correctly.

20   BY MR. SPITZ:

21           Q.       When you were the Latin Patriarch, did  
22   you attend meetings with the Grand Magisterium?

23           A.       So I would meet with them once a year,  
24   and they would begin the meetings with --

25           INTERPRETER: And the interpreter needs

1 clarification.

2 THE WITNESS: -- and we would begin the  
3 meeting with a prayer, which I would conduct.

4 BY MR. SPITZ:

5 Q. And would you present at that annual  
6 meeting information about the programs and activities  
7 of the Latin Patriarchate of Jerusalem?

8 A. Yes, I would give a lecture, a  
9 presentation about the situation in the Holy Land and  
10 also regarding the matters of immigration of our  
11 Christian sons from the Holy Land.

12 Q. And would you provide information about  
13 requests to provide money for the various budgets of  
14 the Latin Patriarchate of Jerusalem?

15 A. If they would ask us about the programs,  
16 then I would respond. If they did not ask, then I  
17 would not.

18 Q. Would you provide them with budgets for  
19 the amounts of money the activities of the Latin  
20 Patriarchate would need?

21 A. We would send our requests of what we  
22 needed prior to this meeting.

23 Q. And did the members -- now, the members  
24 of the Grand Magisterium included governor general,  
25 vice generals, Chancellor of the Order as the

1 executive board, correct?

2 A. (Witness answers in English.)

3 Yes, correct.

4 (Through the Interpreter.)

5 Yes, correct.

6 Q. And would you discuss with those  
7 members, from time to time, at your meetings the  
8 amount of money that was needed for the various  
9 institutions of the Latin Patriarchate?

10 MR. COLELLA: Objection. Asked and  
11 answered.

12 BY MR. SPITZ:

13 Q. You may answer.

14 A. During the board meeting, they will talk  
15 about all the problems in the entire world because  
16 the members, the knights, are present around or  
17 throughout the entire world throughout 35 countries.

18 Q. My question, though, was asking about  
19 the budget for the activities of the Latin  
20 Patriarchate of Jerusalem.

21 A. So during this meeting, they had already  
22 made their decision -- they had already made their  
23 decision regarding the budget for our programs and  
24 activities.

25 Q. And would they then inform you about

1 their decisions during those meetings about the  
2 budget?

3 A. They would inform the general deputy of  
4 the Patriarchy.

5 Q. I noticed that the camera for His  
6 Beatitude is slightly off.

7 Would it be possible to adjust your  
8 camera?

9 A. Is this better?

10 Q. Yes. Thank you.

11 A. Thank you.

12 Q. This document, Exhibit Number 4 to the  
13 deposition, states that the Equestrian Order is  
14 divided into lieutenancies; is that correct?

15 A. Correct.

16 Q. This document indicates that the Order  
17 has 52 lieutenancies throughout the world.

18 A. I believe currently the number has  
19 increased.

20 Q. And at one time, it had 15 lieutenancies  
21 in North America; that includes the United States,  
22 correct?

23 A. Correct.

24 Q. And are you aware that one of those  
25 lieutenancies is called the Western Lieutenancy that

1 covers several states, including California?

2 A. Correct.

3 Q. And is this accurate that the number of  
4 active members of the Order worldwide is around  
5 30,000?

6 A. No. Currently, it's approximately 34  
7 members, Knights -- 34,000 members.

8 Q. And these are very special members of  
9 the Catholic Church that practice a life dedicated to  
10 service and charity in upholding The Equestrian  
11 Order, correct?

12 MR. COLELLA: Objection. Speculation.  
13 The document speaks for itself. And lack of  
14 foundation.

15 BY MR. SPITZ:

16 Q. Is that correct?

17 A. That is correct. Yes, that is correct.  
18 But it's all written in front of you. So why all  
19 these questions?

20 Q. We need to confirm that the document is  
21 correct, and Your Beatitude, you are the person we  
22 have to discuss these matters. So we appreciate your  
23 understanding.

24 A. Thank you.

25 Q. Again, I'd like to confirm that the

1 donations raised by the various lieutenancies of the  
2 Order, that these donations are to assist the Latin  
3 Patriarchate in the Holy Land.

4 MR. COLELLA: Objection. Lack of  
5 foundation. Speculation.

6 THE WITNESS: So these donations are not  
7 just for the Patriarchy. There are other lands.  
8 For example, there is the Syrian, the Armenians.  
9 There are various entities that benefit from  
10 these donations.

11 INTERPRETER: And this is the  
12 interpreter speaking --

13 MR. MUSLEH: Excuse me. There is an  
14 inaccurate translation. He said that there are  
15 many parties that benefit from these donations,  
16 such as the Roman Catholic Patriarchate,  
17 Syrians, Armenians, and there is a hospital in  
18 Israel that benefits from this -- these  
19 donations.

20 INTERPRETER: The interpret concurs.

21 MR. SPITZ: Thank you for that.

22 INTERPRETER: This is the interpreter  
23 speaking. The interpreter needs to step away  
24 for a few minutes. Would that be possible,  
25 please?

1 MR. SPITZ: Okay. Let's take another  
2 5-minute break, and we'll be back about a  
3 quarter till the hour.

4 MR. COLELLA: Just for clarification, I  
5 know that we're kind of in about an hour and 45  
6 or thereabouts. Do you have any -- just a  
7 ballpark estimate of how much more you think you  
8 have?

9 MR. SPITZ: Well, we have several more  
10 documents to go through. I am hoping to hit the  
11 main point within the timeframe, so I don't have  
12 an exact time. As you can see, this does take a  
13 little bit of time to complete the translation  
14 and everything. It's going quite a bit slower  
15 than I expected, but I can't give an accurate  
16 estimate.

17 We've been going for almost two hours,  
18 so I think that it could be another two hours to  
19 at least hit the main points.

20 MR. COLELLA: Okay. My only concern is  
21 that, you know, His Beatitude Twal is ten hours  
22 ahead. He's already had a full day, and he's  
23 now trying to sit for a deposition. I do get  
24 concerned. I mean, if he needs to take a break  
25 or resign for the day, I'm not going to hold him



1 to stick through this deposition if he's not,  
2 you know, physically or mentally -- you know, if  
3 he's exhausted, I'll just suspend the  
4 deposition. That's why I'm hoping that we can  
5 get these main points through before that time  
6 period would come.

7 MR. SPITZ: I'm doing my best to hit the  
8 main ones. I think we've been doing that.

9 What time is it in your place now, Your  
10 Beatitude?

11 THE WITNESS: It's 7:45 (In English).

12 MR. COLELLA: I thought they were 10  
13 hours ahead. I apologize. It's 11 hours ahead.  
14 I think it has to do with our Daylight Savings  
15 time change.

16 But anyway, obviously, we'll go as long  
17 as we can get through it, but I just wanted to  
18 try to get a ballpark here. Thank you, Bob.

19 MR. SPITZ: For your information, David,  
20 I'm simply using this -- these documents as an  
21 aid for the translator to have something in  
22 front of her that will assist in the  
23 translation, because, again, we're talking about  
24 some complicated pieces of information. And the  
25 screen is simply an aid. And His Beatitude has

1 corrected the screen from time to time when  
2 there's a slight variation between his  
3 understanding. So I appreciate all of the  
4 testimony that's been given in this deposition.

5 MR. COLELLA: Certainly. Thank you.

6 (Brief Recess.)

7 MR. SPITZ: Welcome back. Glad you  
8 could join us again.

9 We'll go back on the record.

10 BY MR. SPITZ:

11 Q. According to this, each lieutenancy  
12 around the world maintains its own accounts -- bank  
13 accounts for the donations that it receives from the  
14 members of the Order. Is that your understanding?

15 MR. COLELLA: Objection.

16 THE WITNESS: I believe that it's  
17 correct, but I have nothing to do with this.  
18 But I believe it's correct.

19 MR. COLELLA: And my objection for the  
20 record was just speculation and lack of  
21 foundation.

22 BY MR. SPITZ:

23 Q. And do you have an understanding that  
24 lieutenancies will designate allocations of the funds  
25 to specific activities of the Latin Patriarchate?

1           A.       (Witness answers in English.)

2                    It's not right. The lieutenancies with  
3 our project, without our project, they send money  
4 directly to the Grand Magisterium.

5                    (Through Interpreter.)

6                    So the members, they send contributions  
7 to the Grand Magisterium whether they're projects or  
8 no projects.

9                    INTERPRETER: If the interpreter  
10 understood correctly.

11 BY MR. SPITZ:

12           Q.       And your understanding is that the funds  
13 for the lieutenancies are placed into the account of  
14 the Grand Magisterium?

15                    MS. FRIEND: Objection. Calls for  
16 speculation.

17                    THE WITNESS: Of course. What is given  
18 by the members goes directly to the Grand  
19 Magisterium.

20 BY MR. SPITZ:

21           Q.       Then the Grand Magisterium board decides  
22 how those funds are allocated to the Latin  
23 Patriarchate and the other activities that you  
24 previously described?

25           A.       Yes.

1           Q.       And you agree with this statement, that  
2 the Equestrian Order's policy is to help Christians  
3 in the Holy Land to achieve educational and  
4 professional standards that enable them to play an  
5 active part in the society of their own country?

6           MR. SPITZ: Madam interpreter?

7           MR. COLELLA: Objection. Speculation.  
8 Lack of foundation.

9           INTERPRETER: Oh. The interpreter  
10 believes that she had -- I guess, when she was  
11 speaking, the microphone was muted.

12           If the question may be repeated, please,  
13 for the interpreter's benefit.

14           MR. SPITZ: Madam Reporter.

15           (Whereupon, the referred to question was  
16 read back by the Reporter.)

17           INTERPRETER: Okay. This is the  
18 interpreter speaking. It would be very helpful  
19 if this question was broken up into sections.  
20 Could that please be done? If that can be  
21 reread, and after each shorter section, if there  
22 can be a pause made.

23 BY MR. SPITZ:

24           Q.       You agree that the Order's policy is to  
25 help Christians in the Holy Land achieve educational

1 and professional standards that enable them to play  
2 an active part in the society of their home country?

3 Do you agree, your Beatitude?

4 A. Yes, yes. Yes, I agree that the Order's  
5 policy is to help all Christians and not just the  
6 Latin Patriarchate in order to achieve these goals.

7 Q. And do you agree that the establishment  
8 of the American University of Madaba was created for  
9 this purpose?

10 MR. COLELLA: Objection. Vague and  
11 ambiguous.

12 BY MR. SPITZ:

13 Q. Do you agree, your Beatitude?

14 A. No, not in this manner. No.

15 Q. What would be your statement regarding  
16 this?

17 MR. COLELLA: Vague and ambiguous.  
18 Unintelligible.

19 BY MR. SPITZ:

20 Q. You may answer.

21 A. So the Latin Patriarchate owns 44  
22 schools in Palestine, in Jordan and in Cypress, but  
23 our concern for education made us think about  
24 creating a university.

25 Q. And is it correct that the Latin

1 Patriarchate of Jerusalem established the American  
2 University of Madaba?

3 A. Yes.

4 Q. And that was finally established in the  
5 year 2011 while you were the Latin Patriarch,  
6 correct?

7 A. No, no, that is not correct. I reject  
8 that. So we -- so the university project was started  
9 not with me. It was started with the previous  
10 Patriarch Michelle Saba and with the visit of the  
11 Pope.

12 INTERPRETER: And the interpreter needs  
13 a repeat of the Pope's name.

14 THE WITNESS: (Witness answers in  
15 English.)

16 John Paul, II, in the year 2000.

17 (Through the Interpreter.)

18 John Paul, II.

19 BY MR. SPITZ:

20 Q. And what is your understanding as to  
21 when the University of Madaba began to educate  
22 students?

23 A. I don't recall it specifically, but  
24 around 2010, 2011.

25 Q. And do you recall the gentleman that's

1 sitting next to me, Mr. Benjamin Seryani?

2 A. I remember him well.

3 Q. And how was he involved with the  
4 operations of the University of Madaba?

5 MR. COLELLA: Objection. Beyond the  
6 scope of the agreed-upon deposition. It also  
7 calls for a narrative.

8 BY MR. SPITZ:

9 Q. You may answer that.

10 A. I got to know Mr. Benjamin in one of my  
11 visits, pastoral visits. And he invited -- invited  
12 me to his home for dinner, to his mother's place.

13 INTERPRETER: The interpreter needs a  
14 repeat.

15 THE WITNESS: So we went to the home of  
16 Mr. Benjamin's mother, who happens to be a  
17 relative of mine, and all my respect to her.

18 So during that year, at that time, the  
19 United States or America was experiencing a very  
20 difficult crisis. And Mr. Benjamin at the time  
21 was out of work, and he requested of me to be  
22 able to work on the university project. And for  
23 these reasons, because he was out of work,  
24 because also his mother is a relative of mine,  
25 and because also of a lot of pressure that was

1 received from his brother, Majdi, I invited him  
2 to come and work with us and also with the  
3 person responsible --

4 MR. MUSLEH: Inaccurate translation. He  
5 didn't say, I invited. He said, I accepted that  
6 he come. He didn't say, I accept -- I invited  
7 him.

8 INTERPRETER: Okay. The interpreter  
9 heard --

10 THE WITNESS: I accepted his request to  
11 come and work on the university project with the  
12 persons responsible for the project.

13 BY MR. SPITZ:

14 Q. Thank you.

15 The next part of this document states  
16 that the running cost of the Patriarchate are  
17 enormous and rise continually, putting a heavy burden  
18 on the Order.

19 A. So the cost and expenses are high  
20 everywhere in the whole entire world, and the cost of  
21 the Patriarchy are also costly, yes. Sorry.

22 (Witness answers in English.)

23 Costs can only -- not only -- be  
24 sustained by the members, not only.

25 Q. So the cost of the Latin Patriarchate



1 have sustained by the members of the Order and by  
2 some additional sources of funding; is that correct?

3 A. So, yes, the other sources are donations  
4 from families, also from pilgrims, and not  
5 necessarily from having to do fundraising for it.

6 Q. Can you tell us approximately the annual  
7 budget of the Latin Patriarchate during the time that  
8 you were the Latin Patriarch?

9 MR. COLELLA: Objection. I'm just going  
10 to object that it seeks private information,  
11 which is irrelevant to the scope, and my  
12 instruction to the deponent would be to not  
13 respond to that question.

14 THE WITNESS: I will not answer because  
15 I do not recall. I do not know.

16 BY MR. SPITZ:

17 Q. My understanding from the documents that  
18 I have seen from the Order are that it provides at  
19 least \$10 million annually for the Latin Patriarchate  
20 during the time period that you were the Latin  
21 Patriarch.

22 Would you agree with that?

23 A. I do not recall.

24 MR. COLELLA: Same objection. Just for  
25 the record, same objection, same instruction.

1 BY MR. SPITZ:

2 Q. Your answer is that you do not recall if  
3 it was approximately \$10 million provided by the  
4 Grand Magisterium to the Latin Patriarchate?

5 A. Correct. Correct. I do not recall. I  
6 do not recall.

7 Q. I would ask you to please provide your  
8 assistants to send us the documents that we have  
9 requested so that we will have the documents that  
10 will show those amounts. I will appreciate your  
11 assistance in that. Thank you.

12 MR. COLELLA: And for the record, this  
13 deponent is in his individual capacity, not as a  
14 representative of LPJ. The request is to be  
15 made to LPJ, not to this witness.

16 MR. SPITZ: We are still waiting for  
17 those documents, David. I would appreciate it.

18 BY MR. SPITZ:

19 Q. Your Beatitude, I'd like to ask you to  
20 look at the next document. We'll call it  
21 Exhibit Number 5.

22 [Exhibit 5, Article entitled "The Order  
23 - Grand Magisterium," was marked for  
24 identification.]

25 BY MR. SPITZ:

1 Q. And you agree with the statement that  
2 the Equestrian Order has a hierarchy and at the top  
3 is Cardinal Grand Master?

4 A. Yes.

5 Q. And that the Grand Master is assisted by  
6 the consultative body, the Grand Magisterium,  
7 correct?

8 A. Yes, yes.

9 Q. And this says that the task of the Grand  
10 Magisterium is to identify and agree with the Latin  
11 Patriarchate of Jerusalem regarding the programs and  
12 actions to be undertaken.

13 Do you agree with that?

14 MR. COLELLA: Objection. Asked and  
15 answered.

16 THE WITNESS: (Witness answers in  
17 English.)

18 Not only agree with the Latin  
19 Patriarchate, but agree even with other programs  
20 done by other institutions in the Holy Land.

21 MR. SPITZ: Madam Court Reporter, you  
22 were able to transcribe that?

23 COURT REPORTER: Yes.

24 BY MR. SPITZ:

25 Q. This document identifies you as -- Your

1 Beatitude as the Grand Prior of the Grand  
2 Magisterium; is that correct?

3 A. Yes.

4 Q. And would you tell us your understanding  
5 of what it means to be the Grand Prior of the Grand  
6 Magisterium?

7 A. As a Patriarch of Jerusalem --

8 INTERPRETER: The interpreter needs to  
9 ask for a repeat.

10 A. So as a Grand Prior, my role is in the  
11 spiritual dimension and not in the dealings of the  
12 Order.

13 BY MR. SPITZ:

14 Q. And would your role be to describe the  
15 benefits of the various programs of the Latin  
16 Patriarchate?

17 A. So the programs, such as educational  
18 programs, such as programs dealing with the sick,  
19 with the poor, also the clerical, and all of these  
20 types of programs that pertain to the Holy Land.

21 MR. MUSLEH: Sorry. Excuse me.

22 Inaccurate translation. He was talking about  
23 the seminarian, the person who studies to be  
24 priests, seminarians.

25 INTERPRETER: Seminarians. Yes.

1           Apologies.

2                   MR. MUSLEH:   And for poor people.

3                   INTERPRETER:   The poor people.   The  
4           interpreter believes that was mentioned.

5                   MR. MUSLEH:   Okay.

6   BY MR. SPITZ:

7           Q.       And from your understanding, the  
8   educational programs of the Latin Patriarchate were  
9   an important part of the work that was being done  
10   while you were the Latin Patriarch, correct?

11          A.       Yes, yes, yes.

12          Q.       And you agree that one of those projects  
13   during the time that you were the Latin Patriarch was  
14   the American University of Madaba?

15          A.       No.

16          Q.       Why not?   Why do you say no?

17          A.       As I mentioned before, that the  
18   university program was a program of Patriarch  
19   Michelle Saba prior to me arriving in Jerusalem.

20          Q.       But did it continue when you were the  
21   Latin Patriarch?

22          A.       Yes.

23          Q.       Okay.   And did you approve of funding  
24   for the American University of Madaba while you were  
25   the Patriarch?

1           A.       Of course. It is natural that we need  
2 to find funding.

3           Q.       And did some of that funding for the  
4 American University of Madaba come from the  
5 Equestrian Order?

6           A.       The assistance of the Equestrian Order  
7 for the university was very small or very little  
8 because it was not one of their programs, but  
9 whereas, the assistance for the schools and the  
10 seminaries were better -- or was better.

11          Q.       Would the Latin Patriarchate of  
12 Jerusalem provide funding for the American University  
13 of Madaba?

14          A.       Yes. We would secure the financing or  
15 providing of monetary funds for the University of  
16 Madaba.

17                   MR. SPITZ: I will introduce now as  
18 Exhibit Number 6 to the deposition a screen that  
19 is from the Western Lieutenancy of the  
20 Equestrian Order of The Holy Sepulchre of  
21 Jerusalem.

22                   [Exhibit 6, document entitled Equestrian  
23 Order of The Holy Sepulchre of Jerusalem Western  
24 Lieutenancy, was marked for identification.]

25 BY MR. SPITZ:

1           Q.       Your Beatitude, do you understand that  
2 the Western Lieutenancy is the Equestrian Order  
3 activities in the western region of the United  
4 States?

5           A.       (Witness answers in English.)

6                    Yes.

7                    (Through the Interpreter.)

8                    Yes.

9           Q.       And that this document from the Western  
10 Lieutenancy confirms what we have said before, that  
11 it provides funding for the needs of the Latin  
12 Patriarchate of Jerusalem?

13          A.       No.

14                   MS. FRIEND: I am sorry. Vague and  
15 ambiguous. And the document speaks for itself.  
16 I don't know if he has had a chance to read the  
17 whole thing.

18                   MR. SPITZ: Madam Translator, what was  
19 the answer of His Beatitude to the question?

20                   INTERPRETER: The interpreter does not  
21 recall what the answer was. I'll repeat.

22                   THE WITNESS: So the answer is that the  
23 Western Lieutenancy, their connection is not  
24 with the Patriarchy, but rather with the Grand  
25 Magisterium.

1 BY MR. SPITZ:

2 Q. But do you disagree that the Equestrian  
3 Order -- do you agree that the Equestrian Order is  
4 providing funding to the Grand Magisterium to provide  
5 for the needs of the Latin Patriarchate of Jerusalem?

6 MS. FRIEND: Objection. Sorry.

7 Objection. Vague and ambiguous.

8 MR. COLELLA: I join.

9 MS. FRIEND: Are you referring to the  
10 Equestrian Order or the Western Lieutenancy? I  
11 want to be clear on the organizations.

12 MR. SPITZ: Madam Court Reporter, can  
13 you read back the question.

14 (Whereupon, the referred to question was  
15 read back by the Reporter.)

16 BY MR. SPITZ:

17 Q. Your Beatitude; is that correct?

18 MS. FRIEND: Vague and ambiguous.

19 MR. COLELLA: I join.

20 THE WITNESS: Yes, the Equestrian Order  
21 does provide assistance to the Latin  
22 Patriarchate from everything. All the monies  
23 that they have collected from all the members,  
24 we received a slice or a portion of that.

25 BY MR. SPITZ:



1 Q. Are you saying that the Grand  
2 Magisterium provides money to activities that are not  
3 included under the Latin Patriarchate of Jerusalem?

4 INTERPRETER: The interpreter needs to  
5 repeat the question. And if the question can  
6 please be broken down, perhaps, in two shorter  
7 parts.

8 MR. SPITZ: Madam Court Reporter, can  
9 you please read it back.

10 (Whereupon, the referred to question was  
11 read back by the Reporter.)

12 THE WITNESS: Yes.

13 BY MR. SPITZ:

14 Q. Because you agree that the majority of  
15 the money that is provided by the Grand Magisterium  
16 goes to the Latin Patriarchate of Jerusalem?

17 MR. COLELLA: Objection. Objection.  
18 Speculation. Lack of foundation.

19 MS. FRIEND: I join.

20 BY MR. SPITZ:

21 Q. You may answer.

22 A. No, I do not know. They are free to  
23 send their assistance to whoever they want. This is  
24 in addition to the Patriarchy -- and also to the  
25 Patriarchy.

1 INTERPRETER: The interpreter would like  
2 to clarify.

3 BY MR. SPITZ:

4 Q. When you were the Latin Patriarch, did  
5 you receive reports from the money and by the Grand  
6 Magisterium?

7 INTERPRETER: Interpreter needs a repeat  
8 of the question.

9 MR. SPITZ: Madam Court Reporter?

10 (Whereupon, the referred to question was  
11 read back by the Reporter.)

12 THE WITNESS: Yes.

13 MR. COLELLA: Well, I'm just going to  
14 insert an objection as vague and ambiguous.

15 BY MR. SPITZ:

16 Q. And did those reports show the amount of  
17 money being provided to the Latin Patriarchate while  
18 you were the Latin Patriarch?

19 A. It is supposed that it shows.  
20 Currently, I do not know or recall the numbers or the  
21 amount.

22 Q. And at the time you were the Latin  
23 Patriarch, did those reports show that a substantial  
24 amount of the funding for the Latin Patriarchy came  
25 from the Grand Magisterium?

1 MR. COLELLA: Objection. Vague and  
2 ambiguous.

3 INTERPRETER: Interpreter needs a repeat  
4 of the question, please.

5 (Whereupon, the referred to question was  
6 read back by the Reporter.)

7 THE WITNESS: Yes.

8 BY MR. SPITZ:

9 Q. Do you understand and agree that the  
10 Western Lieutenancy encompasses the Archdiocese of  
11 Los Angeles and the Diocese of San Bernardino, Orange  
12 San Diego Counties of California?

13 MS. FRIEND: I am going to object that  
14 the document speaks for itself. Calls for  
15 speculation. And also there was a number of  
16 words that were excluded when you read that.

17 MR. COLELLA: I join.

18 INTERPRETER: The timer has just gone  
19 off. Can we go on a break, please?

20 MR. SPITZ: May we just finish that  
21 question? I'd like to get answers.

22 INTERPRETER: Yes, that's fine.

23 BY MR. SPITZ:

24 Q. You may answer, Your Beatitude.

25 A. I don't have anything to do with this

1 list, but I believe that it is so.

2 MR. SPITZ: Thank you. We'll be back in  
3 about 10 minutes. Ten till the hour.

4 (Brief Recess.)

5 MR. SPITZ: Back on the record.

6 Do we have trouble getting the deponent  
7 back on? David, do you want to send him a  
8 message?

9 MR. COLELLA: Yeah, this is David. I  
10 think they're coming right back on. I can  
11 e-mail them real quick.

12 Yes, they should be here in a minute.

13 MR. SPITZ: Welcome back, Your  
14 Beatitude. We would like to begin the  
15 deposition again.

16 Madam interpreter, if you would unmute  
17 yourself.

18 BY MR. SPITZ:

19 Q. I would like you to look -- I believe  
20 this is a photograph of you during your visit to  
21 Northern California around the year 2011.

22 Do you recall this?

23 A. Well, at least, you know, people are  
24 smiling. We have people who are smiling and  
25 laughing.

1 Q. And you visited to the St. Thomas More  
2 Catholic Church that is located in San Francisco,  
3 California, during that visit?

4 A. So I don't -- I don't recall  
5 specifically, but what I do recall is I did visit  
6 them. I prayed with them. We visited the sick, and  
7 we ate together.

8 Q. During that visit, do you recall  
9 bestowing on Father Andrew Johnson the title of Canon  
10 of the Holy Sepulchre?

11 A. I remember Father Andrew Johnson very  
12 well. But the title, Canon of the Holy Sepulchre,  
13 was given to him in Jerusalem and not at this time.

14 Q. And it says that while you were in San  
15 Francisco during this visit, you, the Patriarch, made  
16 a fundraising pitch for the American University of  
17 Madaba.

18 A. I did not travel at all to the United  
19 States of America in order to collect money. I was  
20 called -- or invited on behalf of the Holy -- the  
21 Knights of the Holy Sepulchre or the Knights of  
22 Columbus to give a speech or a lecture. And when I  
23 had time after being -- or spending time with the  
24 Knights of Columbus or Knights of the Holy Sepulchre,  
25 when I had time, I would visit our people, who are

1 the Christians from the Holy Land, who are present in  
2 Yonkers, Chicago and in California.

3 Q. This article states that you said, "We  
4 need the American University of Madaba to prepare  
5 leaders for our society."

6 Do you agree with that statement?

7 A. (Witness answers in English.)

8 I agree. I agree now.

9 (Through the Interpreter.)

10 Yes.

11 Q. And you informed the people that this  
12 American University of Madaba would begin opening its  
13 door that month of October 2011; isn't that correct?

14 A. (Witness answers in English.)

15 I don't remember, but why not.

16 Q. But you don't dispute that that was  
17 approximately the time that the American University  
18 of Madaba was opening its doors to students in 2011?

19 A. No, I don't have an objection.

20 Q. And would you agree that during that  
21 visit you would encourage anyone interested to  
22 provide financial support for this American  
23 University of Madaba?

24 A. In the article that is in front of us,  
25 it is written what my words were, what I said, "We

1 need the university to prepare leaders." I didn't  
2 say we need money. Leaders for our society.

3 INTERPRETER: The interpreter is  
4 completing the interpretation.

5 BY MR. SPITZ:

6 Q. Okay. But in order to -- but in order  
7 for the university to provide education, it does need  
8 money, doesn't it?

9 A. Yes, yes.

10 Q. And you agree that you encouraged people  
11 during the visit to provide that funding?

12 A. No.

13 Q. No, you've never encouraged anyone to  
14 provide funding for the university?

15 MS. FRIEND: Objection. Vague and  
16 ambiguous as to time.

17 MR. COLELLA: I join.

18 BY MR. SPITZ:

19 Q. You may answer.

20 A. I agree with them.

21 Q. Well, they didn't say anything.

22 My question again -- that they are not  
23 answering the question for you. I'm asking, during  
24 your visit to San Francisco, this article says you  
25 encouraged people to provide money for the American

1 University.

2 MR. COLELLA: Objection.

3 THE WITNESS: I already responded to  
4 you, no. I responded "no."

5 MR. COLELLA: I object. The document  
6 speaks for itself. The witness has answered the  
7 question. So this is asked and answered. And  
8 it misstates the document itself.

9 BY MR. SPITZ:

10 Q. So I want to understand what you mean  
11 when you say "no." Are you saying you never  
12 encouraged people during this visit to provide funds  
13 for the American University?

14 A. No. I in my presence with them have  
15 never asked for money, but people are free. They  
16 have the freedom to do what they want.

17 Q. And did you encourage the people, as  
18 part of your visit to San Francisco, that it would be  
19 good to donate money themselves to the American  
20 University?

21 MR. COLELLA: Objection. Asked and  
22 answered again.

23 MS. FRIEND: I join. Harassing.

24 BY MR. SPITZ:

25 Q. You may answer.



1           A.       I gave my response. I did not ask for  
2 money, but people are free to do what they will with  
3 their money.

4           Q.       Are you able to see this screen that  
5 says: New Arabic-language Catholic Mass in Redlands?

6           A.       Yes.

7           Q.       It's dated October 20, 2012?

8           A.       Yes.

9           Q.       And it says that Archbishop Fouad Twal  
10 at the inaugural Mass. Courtesy of Diocese of San  
11 Bernardino.

12                   Do you recall that visit?

13          A.       Yes, I do recall.

14                   MS. FRIEND: Mr. Spitz, just a point of  
15 clarification, have you marked this as an  
16 exhibit, and if so, what number are we on?

17                   MR. SPITZ: Thank you, Ms. Friend.

18                   This will be Exhibit 13.

19                   [Exhibit 13, Article entitled "New  
20 Arabic-language Catholic Mass in Redlands," was  
21 marked for identification.]

22                   MR. SPITZ: And the previous one with  
23 the visit that we just finished talking about  
24 was Exhibit 12.

25                   [Exhibit 12, Article entitled "Latin

1 Patriarchate of Jerusalem," was marked for  
2 identification.]

3 MR. SPITZ: So the visit to San  
4 Francisco is Exhibit 12. The visit to Redlands  
5 is Exhibit 13.

6 BY MR. SPITZ:

7 Q. And as you've stated before, the Latin  
8 Patriarchate provided the priest for the Redlands  
9 community in San Bernardino, correct?

10 A. Yes. We do provide the priest to  
11 the -- for the prayer to the community.

12 MR. MUSLEH: Excuse me. In Arabic.  
13 Arab community.

14 THE WITNESS: To the Arab community  
15 there.

16 MR. SPITZ: Okay. And this will be  
17 Exhibit 14.

18 [Exhibit 14, Article entitled "Latin  
19 Patriarchate of Jerusalem," was marked for  
20 identification.]

21 BY MR. SPITZ:

22 Q. And this states that as part of his  
23 pastoral visit to a number of American states, His  
24 Beatitude, Fouad Twal, Latin Patriarchate of  
25 Jerusalem, arrived in Los Angeles on September 7,

1 2011.

2 Is that your recollection?

3 MS. FRIEND: Go ahead. I have an  
4 objection after you finish.

5 (Interpreter proceeds to interpret.)

6 MS. FRIEND: Objection. Vague and  
7 ambiguous. Lacks foundation. I don't know what  
8 this is.

9 MR. COLELLA: And I also join to the  
10 objections as to all these news articles that  
11 are presented as lacking foundation.

12 BY MR. SPITZ:

13 Q. And that's the purpose of my question,  
14 to establish the foundation that you did make this  
15 visit to Los Angeles in 2011, correct?

16 A. That is correct. I did have a visit in  
17 Los Angeles, and every time I would visit them, my  
18 goal was to encourage them in their faith to also  
19 visit the sick in the hospitals and to talk to them  
20 about the difficulties that we are experiencing in  
21 our lands. It was never my goal to ask for funding  
22 or money.

23 Q. The article states that your visit is  
24 part of His Beatitude's, meaning you, your efforts to  
25 seek moral and financial support for the American

1 University in Madaba.

2 MS. FRIEND: Objection. Lacks  
3 foundation. I still don't know where this  
4 article came from, who wrote it, who printed it.

5 MR. SPITZ: I still haven't asked my  
6 question.

7 MR. COLELLA: Objection as well as to  
8 lack of authentication.

9 MR. SPITZ: I haven't asked my question.

10 BY MR. SPITZ:

11 Q. Did Your Beatitude seek moral support  
12 for the American University in Madaba at this visit?

13 MR. COLELLA: Vague and ambiguous.

14 MS. FRIEND: Same.

15 BY MR. SPITZ:

16 Q. You may answer, Your Beatitude.

17 A. I repeat what I said. So I repeat my  
18 response.

19 So prior to any American University, the  
20 Patriarchs and the bishops in their visits, they  
21 would visit in order to encourage faith in the  
22 community in order to talk about the difficulties the  
23 community is experiencing and also the difficulties  
24 that are being experienced in the Holy Land, so never  
25 for other purposes.

1           And I don't know who wrote this article.

2   I did not ask any journalist to write this article.

3           Q.       Well, this appears to be a publication  
4   of the Latin Patriarchate of Jerusalem.

5           So you don't think that they publish  
6   accurate articles for the Latin Patriarchate?

7           MR. COLELLA:  Objection.  Lack of  
8   foundation.

9           THE WITNESS:  These articles have not  
10   been provided to me prior to the publication, so  
11   that I can't either agree or disagree with the  
12   contents of the article.

13  BY MR. SPITZ:

14           Q.       This article states that you spoke about  
15   the American University project in Madaba.

16           Do you disagree that during your visit  
17   you did not speak -- in 2011, that you did not speak  
18   about this project?

19           MS. FRIEND:  I want to object as vague  
20   and ambiguous.  I think you had a  
21   double-negative in there.  Did not -- disagree  
22   did not speak -- anyway...

23           THE WITNESS:  So we -- so we have  
24   approximately 40 schools for the youth.  And if  
25   it talks about that the Patriarch talks about

1 the support of education, then I agreed with  
2 that.

3 BY MR. SPITZ:

4 Q. The date of this trip to Los Angeles is  
5 just a month or two before the opening for students  
6 of the American University project in Madaba.

7 Do you agree that one portion of your  
8 visit was to speak to the American people about this  
9 project of the American University?

10 A. No. I completely disagree with that.  
11 The purpose of the visit was to meet with the Knights  
12 of Columbus and the Knights of the Holy Sepulchre.  
13 And the fact that the two dates happen to be close is  
14 a coincidence with the opening.

15 Q. Do you know this person, Father Emile  
16 Salaytah?

17 A. Yes.

18 Q. And did he show a documentary film about  
19 the American University of Madaba during your visit?

20 A. Father Emile Salaytah is an official  
21 with the court in Jerusalem, so it has nothing to do  
22 with the university. If he showed a film about it,  
23 that is something that he did voluntarily, or that is  
24 something that pertains to him.

25 MR. MUSLEH: Just to clarify, he said

1           The Ecclesiastical Court, not the court. The  
2           Ecclesiastical Court.

3                   THE WITNESS: The Ecclesiastical Court.

4 BY MR. SPITZ:

5           Q.       So Father Emile is -- in this  
6 Exhibit 14, he is one of the judges with the  
7 Ecclesiastical Court of the Latin Patriarchate of  
8 Jerusalem, correct?

9           A.       Yes, Father Emile is a judge --  
10 Ecclesiastical judge only in the Jerusalem court.

11          Q.       And the Jerusalem court is part of the  
12 Latin Patriarchate of Jerusalem?

13          A.       Yes, it is part of the Patriarchy, but  
14 its jurisdiction is only in Jerusalem, but not in  
15 Jordan. So its jurisdiction is in Jerusalem, but not  
16 in Jordan.

17          Q.       Did Father Emile travel with you during  
18 his trip in California in 2011?

19          A.       Yes. Anytime I would travel to the  
20 United States, I would take with me one of the  
21 priests. So whether it is Father Emile or somebody  
22 else, I would take an assistant along.

23          Q.       And do you recall Father Emile showing a  
24 documentary film about the American University of  
25 Madaba?

1           A.       So the truth, I really don't recall.

2                   MR. SPITZ: Here is another article from  
3       the Latin Patriarchate of Jerusalem. This is  
4       Exhibit Number 15.

5                   [Exhibit 15, Article entitled "Latin  
6       Patriarchate of Jerusalem," was marked for  
7       identification.]

8 BY MR. SPITZ:

9           Q.       And this states that on Saturday,  
10      September 10, 2011, Your Beatitude and Father Emile  
11      visited St. Joseph's Catholic Church and Father Rick  
12      Van Waters.

13                   Do you recall that visit?

14           A.       Yes.

15           Q.       It states that you, assisted by Father  
16      Emile, made presentations to the audience at the  
17      St. Joseph's Catholic Church.

18                   Do you recall that?

19                   MS. FRIEND: I just want to insert an  
20      objection to this article as well lacking  
21      foundation. I don't know who wrote it, where it  
22      was published, who printed it, where you found  
23      it. Is it from the internet? There's no  
24      verification.

25                   MR. COLELLA: Same objection, and it



1 lacks authenticity.

2 BY MR. SPITZ:

3 Q. I'm simply asking if you recall making a  
4 presentation.

5 A. As I stated previously, in all our  
6 visits, we usually do a presentation, which  
7 includes -- as it says here, included baptism of the  
8 babies, also included a Holy Communion of the youth.  
9 So it was a pastoral visit.

10 Q. So you agree that the statements in this  
11 article are accurate?

12 MS. FRIEND: Objection. Vague and  
13 ambiguous. I'm also as to unclear whether  
14 you're talking that particular statement or the  
15 entire article, and we're not seeing the entire  
16 article on the screen.

17 MR. COLELLA: I join.

18 THE WITNESS: So regardless of what this  
19 article says, this is what we do as Patriarchs.  
20 We go on these pastoral visits in order to do  
21 baptisms and holy communions and to support the  
22 community, which is part of our duty.

23 BY MR. SPITZ:

24 Q. And then you recall that Knights and  
25 Ladies of the Holy Sepulchre of the Western

1   Lieutenancy were present for your liturgy that you  
2   celebrated?

3           A.       Yes, the -- our group was present as  
4   well as the Knights and Ladies of the Order of the  
5   Holy Sepulchre. They were present to welcome us, and  
6   those are persons who are our close friends. They  
7   were all present for this presentation.

8           INTERPRETER: If the interpreter recalls  
9   correctly.

10   BY MR. SPITZ:

11          Q.       And the Knights and Ladies of the Holy  
12   Sepulchre are people who provide the financial  
13   support for the Equestrian Order, correct?

14          INTERPRETER: The interpreter needs a  
15   repeat of the question, please. And if it can  
16   be broken up into pieces, please.

17          MS. FRIEND: As long as we're on a  
18   break, I'm objecting that it calls for  
19   speculation.

20          MR. COLELLA: Join.

21                 (Whereupon, the referred to question was  
22   read back by the Reporter.)

23          THE WITNESS: Yes, Honorable Attorney,  
24   you had already asked this. So the members of  
25   the Order of the Holy Sepulchre, it is their

1 duty to give donations or financial support to  
2 the order.

3 INTERPRETER: And this is the  
4 interpreter speaking. The interpreter would  
5 like to have a break.

6 MR. SPITZ: You may. We'll be back at  
7 approximately ten minutes before the hour.

8 (Brief Recess.)

9 MR. SPITZ: Back on the record.

10 BY MR. SPITZ:

11 Q. Your Beatitude, I have on the screen,  
12 this is -- we're going to call this Exhibit 20.

13 [Exhibit 20, American University of  
14 Madaba Company, LLC Financial Statements For the  
15 Year Ended December 13, 2013, was marked for  
16 identification.]

17 BY MR. SPITZ:

18 Q. This states American University of  
19 Madaba Company, LLC.

20 Do you see this on the screen?

21 A. Yes, I see. Yes.

22 Q. And do you understand and agree that  
23 this American University of Madaba Company, LLC is  
24 the company that manages the finances for the  
25 university?

1 A. Okay.

2 Q. This document, Exhibit 20, is the  
3 financial statement for that company for the year  
4 ending December 31, 2013.

5 Do you see that?

6 MR. COLELLA: Objection. Lack of  
7 foundation. Lack of authenticity.

8 MS. FRIEND: I join.

9 BY MR. SPITZ:

10 Q. Your Beatitude, this time period is  
11 during the time that you served as the Latin  
12 Patriarchate for Jerusalem?

13 A. Yes. I can read what -- that this is a  
14 report, but I, as a Patriarch, never had anything to  
15 do with finance.

16 MR. MUSLEH: Inaccurate translation. He  
17 says, I read -- I read the title, but I haven't  
18 been involved in the finance.

19 INTERPRETER: Acceptance.

20 BY MR. SPITZ:

21 Q. Again, this is Exhibit 20 to our  
22 deposition.

23 Do you know of Michel Sindaha, Certified  
24 Public Accountant?

25 A. No, I do not know him.

1 Q. Do you recognize your signature?

2 A. The name is my name. The signature is  
3 not my signature.

4 Q. So someone else signed this document?

5 MS. FRIEND: Objection. Calls for  
6 speculation.

7 BY MR. SPITZ:

8 Q. So you believe someone else signed this  
9 document; is that correct?

10 A. So the name is my name. The signature  
11 is not my signature, and I have nothing to do who  
12 signed it or did not sign it.

13 Q. Have you ever authorized other people to  
14 sign documents such as this on your behalf?

15 A. No.

16 Q. Do you recognize -- who is His  
17 Excellency Maroun Lahham?

18 A. Yes, I know who this person is. He was  
19 a bishop in Amman. I know who he is.

20 Q. He -- at this time, in 2013, His  
21 Excellency Maroun Lahham was the Bishop of Amman,  
22 Jordan, correct?

23 A. So he was the bishop in Amman, not the  
24 Bishop of Amman.

25 Q. And the American University of Madaba

1 was within his area of jurisdiction; is that correct?

2 MS. FRIEND: Objection. Vague and  
3 ambiguous as to the phrase "area of  
4 jurisdiction."

5 MR. COLELLA: I join.

6 And also, there's a convolution of  
7 American University of Madaba versus American  
8 University of Madaba Company, LLC.

9 MR. SPITZ: May the court reporter read  
10 back the question.

11 (Whereupon, the referred to question was  
12 read back by the Reporter.)

13 THE WITNESS: No. Maroun Lahham, he is  
14 only an assistant bishop. He does not have  
15 jurisdiction.

16 MR. MUSLEH: The correct translation is  
17 auxiliary bishop.

18 INTERPRETER: Auxiliary bishop.

19 BY MR. SPITZ:

20 Q. Why -- can you explain why His  
21 Excellency Maroun Lahham would be signing a financial  
22 report for the American University of Madaba Company?

23 MS. FRIEND: Calls for speculation.

24 MR. COLELLA: I join. These documents  
25 have not been authenticated. They lack

1 authenticity and foundation. And I don't know  
2 what any of these questions have to do with  
3 jurisdiction, which is the issue at hand.

4 MR. SPITZ: Well, the only reason they  
5 have not been authenticated, Mr. Colella, is  
6 because you and your clients continue to hide  
7 documents and refuse to produce them despite a  
8 direct order from the judge of this court to  
9 have them produced. Otherwise, we would already  
10 have these documents authenticated by your  
11 clients.

12 Thank you.

13 MR. COLELLA: And to be specific on the  
14 record, this is far afield of the scope that was  
15 agreed upon, as well as the production that was  
16 agreed upon, for this witness. So unless  
17 there's something specific within the scope of  
18 money between The Equestrian Order and the LPJ,  
19 this appears to have nothing to do with that.  
20 This is American University of Madaba Company,  
21 and it's not authenticated, nor verified. The  
22 witness has already testified it is not his  
23 signature.

24 I'm going to instruct the witness not 30  
25 respond to any further questions regarding this

1 exhibit.

2 INTERPRETER: So this is the interpreter  
3 speaking. The objection was quite lengthy, so  
4 the interpreter will have difficulty recalling  
5 all of the objection, except the fact that it is  
6 an objection.

7 MS. FRIEND: Do you want the court  
8 reporter to read it back?

9 THE INTERPRETER: In pieces, please.

10 MR. SPITZ: Well, I don't know why the  
11 deponent needs to hear his objection. I'm going  
12 to move on to a new question.

13 BY MR. SPITZ:

14 Q. Would you please explain, Your  
15 Beatitude, the distinction between the American  
16 University of Madaba Company LLC and the American  
17 University of Madaba?

18 MS. FRIEND: Objection. Calls for  
19 speculation. Also vague and ambiguous as to  
20 time.

21 MR. COLELLA: Join. Also, the witness  
22 is not offered for a relationship between AUMC  
23 or AUM. He is neither the PMK of either entity.

24 BY MR. SPITZ:

25 Q. You may answer to the extent that you



1 know. Would you like that read back, Your Beatitude?

2 A. I do not know the difference between  
3 Company LLC and the American University. And there  
4 is no connection between the Holy Order of the  
5 Sepulchre and the university.

6 MR. MUSLEH: Excuse me. He said AUM  
7 Company, not AUM.

8 INTERPRETER: An AUM Company. The  
9 interpreter apologizes.

10 BY MR. SPITZ:

11 Q. And, Your Beatitude, is the relationship  
12 between AUM Company, LLC and the Latin Patriarchate  
13 of Jerusalem?

14 A. Yes.

15 THE INTERPRETER: The interpreter was  
16 going to ask for clarification or a repeat of  
17 the question because the interpreter did not  
18 hear the question well.

19 (Whereupon, the referred to question was  
20 read back by the Reporter.)

21 MS. FRIEND: Objection. Vague and  
22 ambiguous. Unintelligible.

23 THE WITNESS: The Latin Patriarchate is  
24 the owner of the university.

25 BY MR. SPITZ:

1 Q. And it is the owner of the AUM Company,  
2 LLC as well, correct?

3 A. No.

4 Q. Who is the owner of AUM Company, LLC?

5 A. LLC Company is a separate entity, but it  
6 reports to the Patriarchy of everything that happens.

7 Q. And who is the owner of AUM Company,  
8 LLC?

9 A. If the Patriarchy is the owner of the  
10 university, so then everything that pertains to the  
11 university and its business or its happenings then  
12 also goes back to the Patriarchy.

13 Q. Okay.

14 MR. SPITZ: This is Exhibit 20.

15 BY MR. SPITZ:

16 Q. And on page -- I'm not sure what page  
17 this is. On this page statement of the financial  
18 statement for AUM Company, it states that AUM Company  
19 was established by the Latin Patriarchate.

20 A. Yes, correct. The Latin Patriarchate  
21 established the company, but the Patriarch does not  
22 do anything regarding the workings of the company.

23 MR. MUSLEH: Does not -- sorry. He  
24 said, does not interfere in the work of the  
25 company.

1 INTERPRETER: Interfere, correct.

2 Interpreter agrees that it's a better word  
3 selection.

4 BY MR. SPITZ:

5 Q. And you understand that the university  
6 was granted approval in the United States by the New  
7 Hampshire Higher Education Commission?

8 MR. COLELLA: Objection. Lack of  
9 foundation. Speculation.

10 MS. FRIEND: It's also vague and  
11 ambiguous, because you didn't finish the  
12 sentence that you're reading.

13 THE WITNESS: I heard this piece of  
14 news, but I did not interfere with the news.

15 BY MR. SPITZ:

16 Q. Do you understand that the American  
17 University of Madaba is accredited in the United  
18 States?

19 MS. FRIEND: Objection. Lacks  
20 foundation.

21 MR. COLELLA: Join.

22 BY MR. SPITZ:

23 Q. You may answer.

24 A. Accredited in New Hampshire.

25 Q. And during the time period that you were

1 the Latin Patriarch, are you aware that American  
2 students could obtain credits for attending this  
3 university?

4 A. I did not interfere in these details.  
5 These details pertain to the university itself and  
6 the university's president. I do not know.

7 Q. And do you have an understanding that  
8 students from America have come to study at the  
9 American University of Madaba?

10 A. I -- as far as I know or what I know is  
11 in the university, we have 28 nationalities of  
12 persons who study there.

13 Q. And does that include students from the  
14 United States?

15 A. It's possible.

16 MR. COLELLA: I'll object. It's  
17 speculative.

18 BY MR. SPITZ:

19 Q. Didn't you know that during the time  
20 that you were the Latin Patriarch, and weren't you  
21 proud that American students came to study at your  
22 university?

23 MS. FRIEND: Objection. Vague and  
24 ambiguous. It also misstates the testimony as  
25 to the phrase "your university."

1 MR. COLELLA: I join. I will further  
2 object on the grounds that this witness is not a  
3 PMK for American University of Madaba, Inc.,  
4 which is the New Hampshire organization. And to  
5 that end, if the witness personal knowledge --  
6 I'm sorry. Go ahead.

7 And this is far beyond the scope as was  
8 agreed by counsel, who repeatedly goes beyond  
9 that scope.

10 MR. SPITZ: Madam Court Reporter.

11 MR. COLELLA: I'm going to instruct the  
12 witness not to respond further to this line of  
13 questioning.

14 THE WITNESS: So, okay. I agree with  
15 the attorney's position. And also, I want to  
16 repeat that we have 28 different nationalities,  
17 and we welcome everybody at the university.  
18 Right.

19 BY MR. SPITZ:

20 Q. This document states that AUM Company  
21 incurred a deficit of \$3.9 million JOD for the year  
22 ending 2013.

23 Do you agree with that?

24 MR. COLELLA: Objection. Again, this  
25 line of questioning has nothing to do with

1 jurisdiction. This document lacks authenticity,  
2 foundation.

3 And, again, I'm going to instruct the  
4 deponent not to respond.

5 INTERPRETER: Okay. The interpreter has  
6 not interpreted the question yet prior to the  
7 objection.

8 MR. SPITZ: If you can, please interpret  
9 both.

10 INTERPRETER: I need a repeat of the  
11 question and of the objection. And the  
12 interpreter would like to add it would be  
13 extremely helpful if, once again, statements are  
14 broken up into shorter statements so that  
15 interpretation can be accomplished in a most  
16 complete manner.

17 THE WITNESS: So I do not have any  
18 knowledge of this document. And so, therefore,  
19 I do not recognize this document.

20 And I would like to request of the  
21 Honorable Counsel to arrive at the last  
22 question, please, that he would like to ask  
23 because we are now feeling tired.

24 And the interpreter is also feeling  
25 tired along with us.

1 BY MR. SPITZ:

2 Q. Your Beatitude, I will respect your  
3 request. I have many more questions for you, but I  
4 do accept your request. And I do have, perhaps, one  
5 last question.

6 A. With pleasure. Thank you.

7 Q. But I would say that my intentions are  
8 that if I do not receive the documents that I have  
9 requested, that I may need to ask you, once again, to  
10 return. But you've been very cooperative, and I want  
11 to thank you very much.

12 A. Thank you.

13 Q. So my final question is: Are you  
14 offended or upset that someone signed that financial  
15 report without your permission?

16 MR. COLELLA: I'm just going to object  
17 on the basis that the document continues to lack  
18 authenticity and lacks foundation.

19 THE WITNESS: Yes, I am upset and  
20 offended that somebody forged my signature. And  
21 this person had been basically taken to court,  
22 an authority, to determine that this signature  
23 is forged. And this person is --

24 MR. MUSLEH: Inaccurate. Inaccurate. I  
25 obtained a judgment against him for a forged

1 signature.

2 THE INTERPRETER: Okay.

3 THE WITNESS: I obtained a judgment  
4 against him for a signature that is forged, and  
5 this person is sitting amongst us. And his name  
6 is Benjamin.

7 BY MR. SPITZ:

8 Q. It's your statement that Benjamin  
9 Seryani signed that financial report?

10 A. No, no, no.

11 Q. Can you explain?

12 A. I do not have knowledge of the entire  
13 document, and I don't have the right to suspect  
14 Benjamin with this document.

15 THE INTERPRETER: The interpreter now  
16 would like a repeat.

17 THE WITNESS: But we do have a prior or  
18 a previous matter that --

19 MR. MUSLEH: Sorry. Precedent. It's a  
20 precedent. Sorry. Precedent.

21 THE WITNESS: We have a precedent where  
22 Benjamin was judged against, and there is a  
23 judgment received against Benjamin. And this  
24 was in the year 2016.

25 BY MR. SPITZ:



1 Q. Your Beatitude, didn't you at some point  
2 give a power of attorney to Benjamin Seryani to sign  
3 some documents on your behalf?

4 A. No, I did not allow him or provide power  
5 of attorney for him to sign in my place.

6 Q. At any time?

7 A. Not at any time. He was in charge of  
8 some of the work or business, but in terms of him  
9 signing in my place, that never took place or that  
10 another happened.

11 MR. MUSLEH: Inaccurate. I didn't ask  
12 him to sign on my behalf completely. I didn't  
13 ask him to sign on my behalf --

14 THE WITNESS: So, yes, I did not ask him  
15 to sign on my behalf.

16 THE INTERPRETER: That's correct. The  
17 interpreter stands with the correction.

18 MR. SPITZ: Thank you for helping with  
19 that correction.

20 BY MR. SPITZ:

21 Q. But just to be clear, your statement is  
22 that you've never asked Benjamin Seryani to sign any  
23 document at any time while you were the Latin  
24 Patriarch; is that correct?

25 INTERPRETER: The interpreter needs a

1 repeat of the question, the last part, please.

2 (Whereupon, the referred to question was  
3 read back by the Reporter.)

4 MR. COLELLA: Objection. Vague and  
5 ambiguous. Misstates --

6 THE WITNESS: No, I put him as a party  
7 who is responsible for the company so he could  
8 and had a right to sign on his own behalf in  
9 terms of what the company was doing. But in  
10 terms of him having the authorization to sign on  
11 my behalf, no, that authorization was never  
12 given to him.

13 MR. SPITZ: I think I've reached the end  
14 of my taking your time, Your Beatitude. I'm  
15 sorry that we had to take so long. The  
16 translation was sometimes difficult, and I  
17 appreciate your patience enduring this ordeal.  
18 Thank you.

19 THE WITNESS: Thank you to everyone, and  
20 God bless you all.

21 MR. SPITZ: The court reporter would  
22 like to give instructions with regard to your  
23 signing of the transcript for this deposition.

24 COURT REPORTER: Mr. Colella, do you  
25 know if this is read and sign?

1 MR. COLELLA: Well, I'm not sure how  
2 Mr. Spitz wants to maintain code, if I am going  
3 to maintain custody of the original or not.

4 MR. SPITZ: Well, that's a good  
5 question. We'll be getting a certified copy --  
6 don't we typically get the original, Madam Court  
7 Reporter, and that you send to His Beatitude a  
8 copy that he can review and provide any  
9 corrections or changes?

10 COURT REPORTER: Yes, we do that.  
11 Whatever you guys want.

12 So I just need to be clear, Michele, are  
13 you purchasing a copy of the transcript?

14 MS. FRIEND: Yes.

15 COURT REPORTER: And, David?

16 MR. COLELLA: I'll maintain custody of  
17 the original because it would probably be easier  
18 to pdf it to me, and I will get it to His  
19 Beatitude Twal for his review and correction.

20 But, yes, I will take a copy, and we'll  
21 handle it from there.

22 COURT REPORTER: Thank you.

23 THE WITNESS: Again, I would like to  
24 thank everybody. And we are at the service of  
25 all, of everybody.

1           MR. SPITZ: I would ask you, Your  
2   Beatitude, within a week, if it's possible,  
3   after you receive a copy of the transcript, that  
4   you would review it and provide any corrections  
5   or changes to your testimony for my office.

6           THE WITNESS: Yes, of course. My  
7   pleasure.

8           MR. SPITZ: Thank you so much.

9           MS. FRIEND: I will take a copy.

10          MR. COLELLA: What time is it there?

11          THE WITNESS: 9:35 p.m.

12          MS. FRIEND: Thank you.

13          (Deposition concluded 12:35 p.m.)

14          (Reading and signing was requested.)

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## 1 CERTIFICATE OF REPORTER/NOTARY PUBLIC

2

3 I, Goldy Gold, a Notary Public within and  
4 for the ^ , do hereby certify that the within-named  
5 witness personally appeared before me at the time and  
6 place herein set out, and after having been duly  
7 sworn by me, according to the law, was examined by  
8 counsel.

9 I further certify that the examination was  
10 recorded stenographically by me and this transcript  
11 is a true record of the proceedings.

12 I further certify that I am not of counsel  
13 to any of the parties, nor in any way interested in  
14 the outcome of this action.

15 As witness my hand and notarial seal this  
16 17th day of November, 2021.

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21

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GOLDY GOLD, RPR  
Notary Public

22

23

24

My Commission Expires: April 24, 2025

25

## J U R A T

I, \_\_\_\_\_, do hereby certify under  
penalty of perjury that I have read the foregoing  
transcript of my deposition taken on \_\_\_\_\_;  
that I have made such corrections as appear noted  
herein in ink, initialed by me; that my testimony as  
contained herein, as corrected, is true and correct.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_,  
at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
FOUAD TWAL

## ERRATA SHEET

1

2 Case Name:

3 Deposition Date:

4 Deponent:

5 Pg. No. Now Reads Should Read Reason

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Signature of Deponent

22 SUBSCRIBED AND SWORN BEFORE ME

23 THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

24

25 (Notary Public) MY COMMISSION EXPIRES: \_\_\_\_\_

# EXHIBIT 5



Rome, April 13<sup>th</sup> 2016

**Operational memorandum of the meeting of the Governor General with the Holy Land Commission  
and Fr. Imad Twal, Administrator of the Latin Patriarchate of Jerusalem**

**PROJECTS 2015**

LPJ reported the following situation:

Project value    Advancement at 7/4/2016    Already paid    C.F. requested

Our Lady of Peace Centre  
Marj Elhaman  
Jaffa of Nazareth

The Grand Magisterium will send the cash flow requested after receiving the receipts of payment made by LPJ to the Contractors and other providers.

For the other minor projects, namely Ecclesiastical court in Jerusalem, LPJ roof repairs and Ain Arik church and convent, to which the excess of funds from projects 2014, equal to USD, was allocated, the Grand Magisterium requests to receive more information on the current status the projects advancement. The same apply to Gaza projects.

**TEACHERS SALARIES INCREASE 2016**

It was agreed that Grand Magisterium shall contribute USD for both Palestine and Jordan, of which USD now and in October 2016.

**PROJECTS 2016**

Because Grand Magisterium fixed a ceiling of USD for the total of salaries increase and projects in 2016, the salary increase of USD leaves available for projects and additional contributions to institutional expenses the sum of USD, to be divided as follows:

Projects 2016	Estimation of value
Schools in Jordan	USD
of which:	
Hashimi kindergarten	USD
Tlal Ali playground	USD
Additional contributions to institutional expenses limited to 2016	
Taybeh elderly house	USD
Catholic studies centre in Amman	USD

ORDINE EQUESTRE S. SEPOLORO DI GERUSALEMME
13 APR. 2016
PROTOCOLLO GENERALE R. n. 191/2016 POS.

For the projects 2016, because they have to be completed before September 2016 for the new school year, LPJ will start immediately the preparation for tender. Payments from Grand Magisterium will be made upon the contract signed with the contractor (copy to be sent to Grand Magisterium), according to the advancement of the implementation, with report of the works done and official receipts, following the established procedure (30% at contract signature, additional 30% at 60% advancement, 30% at completion and 10% one year after).

**PROJECTS 2017**

During the HLC visit to LPJ in August 2016, LPJ should propose a list of projects that they would like to implement in 2017, complete with scope, description and first estimate of the cost. The final list of the projects will be agreed with the Grand Magisterium during the Autumn Meeting of October 2016, within the ceiling for salaries and projects for 2017.

  
Father Imad Twal  
Latin Patriarchate of Jerusalem

  
Agostino Borromeo  
Governor General EOHSJ

Prot. 84/2017

Operational memorandum of the meeting of the Governor General and the Holy Land  
Commission with Fr. Imad Tawal; General Administrator of the Latin Patriarchate of  
Jerusalem (Rome, January 25<sup>th</sup> 2017)

The projects and the increase for salary teachers for the years 2015, 2016 and 2017 are agreed as  
following (normal characters in US\$; small characters in local currency equivalent to US\$ when  
reported in LPJ project proposal):

	OESSH commitment already	already residual paid by GM	to be delivered within 31/12/2017
Projects 2015			
Jaffa of Nazareth school and convent			
Projects 2016			
Hashimi Kindergarten (not completed)			
Tla'li Ali (completed)			
Total Projects 2016			
Teachers' salary increase			
Contribution to ist. Expenses (Taybeh, Amman)			
Grand total 2016			
Projects 2017			
Jubchiah church (phase 1-2)			
Nanur school			



ORDINE EQUESTRE DEL SANTO SEPOLCRO DI GERUSALEMME

-page 2-

Following points were agreed in particular:

2015

For Jaffa of Nazareth the documentation, complying with the established procedure, will include a simple translation of the BoQ from Hebraic to English, according to the example given for the 2006 Ramch school expansion project.

2016

Hashimi project, still waiting for the license from the Jordan Government, must be completed by August 2017 and the documentation will be provided on time by LPJ to OM according to the established procedure.

For Tla'i All the documentation delivered to GM in September 2016, after the completion of the project, was not useful because all in Arabic.

It was agreed that LPJ will provide to the Grand Magisterium the description of the physical works to be implemented, for both the maintenance tender and the civil tender, together with the simple translation in English (see Jaffa of Nazareth) for the BoQ of each tender and the completion report for each of the two classes of works, detailing the final expenses.

2017

It was agreed in general that, when the Order assumes the responsibility to complete a project already started with funds not originated by the Order itself, LPJ will implement the established procedure for reporting the project to the Grand Magisterium (scope and description of works, BoQ in English, tender and advancement reports), only from the moment the Order accepts responsibility.

For Jubahin Church, it was agreed that phase 1 and 2, for finishing the church, form a definite project to be documented by LPJ and paid by the Order according to the established procedure.

For Nnour school, LPJ will start to comply with the established procedure required for GM contributions, as soon as they receive the license from Jordan Government.

It was mentioned by LPJ that, at this moment, they could discuss internally the convenience to change the destination of the project, building a new level kindergarten instead of a second floor for the school.

For the teachers' salaries, it was agreed to increase the Order contribution for the year 2017 to , according to the request contained in the LPJ April 2016 budget.

Fr. Imad Twal  
Latin Patriarchate of Jerusalem

Agostino Borromeo  
Governor General EOHSJ

**Rome January 25, 2017**

**Operational memorandum of the meeting of the Governor General with the Holy Land Commission and Fr. Imad Twal, General Administrator of the Latin Patriarchate of Jerusalem**

**The projects for the years 2015, 2016 and 2017 are agreed as following**

OESSH committment	already paid by GM	residual to be delivered within 31/12/2017
----------------------	-----------------------	--

## Projects 2015

### Jaffa of Nazareth school and convent

## Projects 2016

**Hashimi Kindergarten  
Tla'li Ali**

### Total projects 2016

**Teachers salary increase**  
**Contribution to ist. expenses(Taybeh , Amman)**  
**Grand total 2016**

## Projects 2017

**Jubehia church phase 1 2**

**Naour school**

### Total projects 2017

**Teachers salary increase**  
**Grand total 2017**

Following points were agreed in particular:

## 2015

Simple and Nice is the 13rd column fabric in my high yet the biggest to the principle, with a 2006 Rameh school expansion project.

The Order commits itself to contribute	in 2017 and	in 2018, for a total of
2016		

**Electron microprobe:** Little staining for cytochrome C in GM muscle binding to the test tube. As expected, 200 kDa and the

For Tla' All the documentation delivered to GM in September 2016, after the completion of the project, was not useful because all in Arabic.

The Grand Magisterium requires the description of the physical works, to be implemented for both the maintenance tender and the civil tender ,together with the simple translation in English (see Jaffa of Nazareth) for the BoQ of each tender and the completion report for each of them, detailing the final expenses.

## **2017**

It was agreed in general that, **when the Order assumes the responsibility to complete a project started in the past**, the documentation required by the established procedure ( description, BoQ in English, tender and advancement reports) , will apply only from the moment the Order accepts responsibility.

For **Jubehia Church** phase 1 and 2 for the completion of the church form a definite project to be documented and paid by the Order according to the established procedure.

For **Naour school**, LPJ is waiting for the licence from Jordan Government and will comply afterwards with the established procedure to request the GM contributions.

A brief discussion took place about the convenience to change – after receiving the licence - the destination of the project, building a new level kindergarten instead of a second floor for the school.

For the **teachers salaries** , it was decided to increase the Order contribution for the year 2017 to US\$ in 2016.

Closing the meeting, the Governor General expressed his intention to proceed to **inform the Apostolic Administrator** of the Grand Magisterium recommendation to follow more precisely the established procedure for the projects in order to have better transparency towards the Order's donors and quicker disbursements from the Grand Magisterium to the Patriarchate.

The Governor General announced also his decision to create a **reserve fund in the Order's balance** for year 2016, with a value corresponding to the amount committed but not disbursed during the year 2016, for 2015 ( Jaffa of Nazareth) and 2016 projects.



## ORDINE EQUESTRE DEL SANTO SEPOLCRO DI GERUSALEMME

Rome, March 5<sup>th</sup> 2018

### Operational Memorandum of the meeting of the Governor General with the Holy Land Commission and Dr. Sami el Yousef, administrator of the Latin Patriarchate of Jerusalem

#### APPROVED PROJECTS

• Jaffa of Nazareth	US\$	€
• Hashimi Kindergarten	US\$	€
• Jubeiha Church	US\$	€
• Marj el Hamam	US\$	€
• Anjara 2018	US\$	€

The Grand Magisterium agree to send the remaining cash flow need to complete these projects after receiving the receipts of payment made by LPJ to the contractors and other providers.

#### SMALL PROJECTS


The Grand Magisterium accepts to finance various small projects, according to the enclosed agreement, for a total amount in 2018 of up to US\$

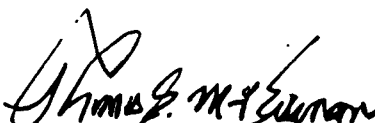
#### TEACHER SALARIES INCREASE 2018

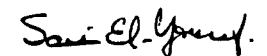
It was agreed the Grand Magisterium will contribute in 2018 US\$ , in addition to the usual monthly deliveries, for both Palestinian and Jordanian teacher's salaries increase.

#### INSTITUTIONAL EXPENSES MONTHLY DELIVERIES

The Grand Magisterium agree to increase the monthly deliveries for the institutional expenses from US\$ to US\$ monthly. The total increase due for year 2018 is US\$

  
for the Presidency of  
the Grand Magisterium

  
for the Holy Land Commission  
of the Order

  
for the Latin Patriarchate  
of Jerusalem

## FABBISOGNO RICHIESTO DAL PLG PER IL 2018

US\$

€

### INVII MENSILI

Spese Istituzionali

Scuole

Seminario

### Vicariato Cattolici Espressione Ebraica

Contributo annuale

Pastorale per i Migranti

Progetti 2015 - 2017

Piccoli Progetti

Incremento Salari Professori



November 9<sup>th</sup>, 2018

**Operational memorandum of the meeting of the Governor General with the Holy Land Commission and Dr. Sami el Yousef, General Administrator of the Latin Patriarchate of Jerusalem**

**Completion of large projects 2018**

With reference to LPI cash flow request of October 29 2018, following financial amounts - equal to the projects financial deficits communicated in the LPI relevant reports - will be transferred soon by the Grand Magisterium (GM) to LPI:

	GM cash flow transfer	out of residual Budget at November 9th 2018
Jaffa of Nazareth (GA 002/14 progress October 2018)	( USD ILS)	( USD ILS)
Hashimi Kindergarten JOD (GA 50/16 progress October 2018)	( USD JD)	( USD JD)
Anjara priest house JOD (GA 114/18 conclusion October 2018)	completed USD ( JOD)	final cost USD ( JOD)

A new enlarged design for the completion of the church of Jubeiha, as requested by LPJ, was agreed in principle (church area of 972 sq mt) and a budget commitment by GM of . LPJ will provide GM with the total budget (including local donations), the tender BoQ (complete with demolitions of existing structures), and the new architectural plans (including the structure supporting the enlarged portion).

GM cash flow transfers will follow established procedure (first payment of 30% of signed contract).

80 - 11



#### **New small/medium projects for 2019**

It was agreed in principle to propose to the Order Lieutenancies (LT) to fund in 2019 the enclosed list of 36 small/medium projects – for a total of \_\_\_\_\_ USD.

The projects will be proposed by GM to the Lieutenancies, after receiving the description provided by LPJ for each of them (beneficiaries, scope, details of works/activities and costs). The GM will not commit itself to finance any project not funded by the Lieutenancies (LTs' funding conditional to maintaining their established contributions for LPJ schools and institutional expenses). All the funds received by GM from the Lieutenancies will be transferred to LPJ, in anticipation of the implementation. The completion report for each project will be sent by LPJ to GM, with copy to the donor Lieutenancy.

The sustainability of this additional effort to fund LPJ projects– after the record commitment of \_\_\_\_\_ USD in 2018 - will be evaluated at the 2019 fall GM meeting, in order to decide the allocation of funds to this scope for 2020.

LPJ will provide GM by January 2018, with copy to the relevant funding Lieutenancies, with the progress/ completion report for the small projects paid last June for a total of \_\_\_\_\_ USD.

#### **Palestine teachers's retirement fund**

The Latin Patriarchate asked GM to suspend the agreed program for the teachers salary increase for 2019 and to use the relevant amount of \_\_\_\_\_ USD, agreed in 2015, to partially re-establish the Palestine teachers retirement fund, as required by the new laws issued by the local Government.

The policy for further increasing the salary of the teachers in Palestina, Israel and Jordan will be re-evaluated after the establishment of the new schools' organizational structure in LPJ.

  
**Leonardo Visconti di Modrone**  
Equestrian Order of  
the Holy Sepulchre

  
**Sami El-Yonsef**  
Latin Patriarchate  
of Jerusalem

  
**Bart McGettrick**  
Holy Land Commission



ORDINE EQUESTRE DEL SANTO SEPOLCRO DI GERUSALEMME  
GRAN MAGISTERO

00120 CITTÀ DEL VATICANO

**Operational Budget 2020**

**Institutional expenses**

**Schools**

**Humanitarian aid**

**Pastoral care**

**Jubeiha**

**Projects of which:**

**Small Projects**

**Medium Projects**

**Total**

All figures in US\$ x 1.000

**January 27, 2020**

For the Order of the  
Holy Sepulchre

For the Latin  
Patriarchate

For the Holy Land  
Commission



## ORDINE EQUESTRE DEL SANTO SEPOLCRO DI GERUSALEMME

### PROJECTS

The list of 2021 projects presented by the LPJ is accepted and will be distributed to the Lieutenancies for their adoption, without any commitment on the part of the Grand Magisterium to finance projects not completely subscribed by the Lieutenancies. It is agreed that projects up to US\$ 10,000 will be paid directly without any formality to the LPJ once the sums are received from the Lieutenancies. For the projects over US\$ 10,000, after receiving the sum for the entire project from the Lieutenancies, this money will be transferred to LPJ; upon receiving from them, the basic design plans, with copy of the signed contract and the related BOQ. After completion of the project LPJ will send to the Grand Magisterium the final statement and copy of the invoices paid.

The list will be presented by the GM to the Lieutenancies without the limitation of a single project for each Lieutenancy.

For complete information, the table showing the projects approved in 2020 that have been transferred to the 2021 budget is also attached:

#### 2021 GRAND MAGISTERIUM PROJECTS' BUDGET AND PAYMENTS TO LPJ

IN NOVEMBER 2020 IT WAS AGREED TO TRANSFER TO 2021 PROJECTS BUDGET

#### THE RESIDUAL PROJECTS BUDGET 2020 AT THAT DATE

January 2020 Agreement	September 2020 Payments	Budget 2021 November 2020	Payments December 2020	Residual budget 2021 February 2021
Jubelha completion		As agreed in the meeting on February 10th, 2021		
Rafidia structure	-		-	
Belth Jala sisters convent	-		-	
Hashimi sisters convent	-		-	
Marqa sisters convent	-		-	
TOTAL				





ORDINE EQUESTRE DEL SANTO SEPOLCRO DI GERUSALEMME

February 10th, 2021

**Memorandum of Understanding between the Grand Magisterium of the EOHSJ, the Latin Patriarchate of Jerusalem and the Holy Land Commission.**

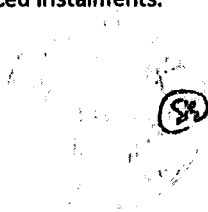
In today's meeting it was agreed the following.

It has been confirmed the budget for 2021 for a total of US\$ divided as follows :

<b>Institutional</b>		
a. Operating Cost	Same as 2020 at per month	
b. Schools	To Include \$	
c. Seminary	Same as 2020	
Humanitarian Aid	Increase from	
Pastoral Support	Increase from	
Jubelha Church Project		
2020 Projects	From 2020	
2021 New Projects (24)		
	Total	

**HUMANITARIAN AID AND PASTORAL ACTIVITIES**

The contributions reported above will be paid by the Grand Magisterium to the Latin Patriarchate of Jerusalem by quarterly advanced instalments.

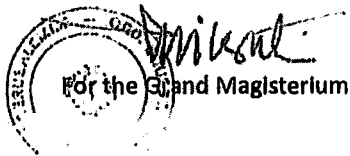




ORDINE EQUESTRE DEL SANTO SEPOLCRO DI GERUSALEMME

For the next Meeting of the Grand Magisterium scheduled for April 15, 2021, the Patriarchate undertakes to provide in advance the following documentation:

- Jubelha Church: work completion report and details of the costs incurred.
- Covid19 Fund: allocation of the sums disbursed by the Grand Magisterium in 2020, divided by main categories of intervention as well as by individual Schools, Parishes and Centers for the Elderly and Disabled Persons.
- Humanitarian Aid: allocation of the sums disbursed for the main categories of intervention in the year 2020, and 2021 similar budget forecasts for the sum of US\$
- Pastoral Activities: allocation of the sums disbursed for the main categories of intervention in the year 2020, and 2021 similar budget forecasts for the sum of US\$

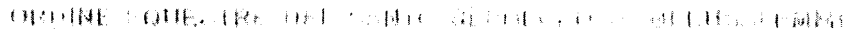


*Saint Elhannan*

For the Latin Patriarchate



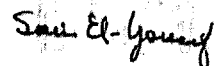
For the Holy Land Commission



**Memorandum of Understanding between the Grand Magisterium of the  
E.O.H.S.J., the Latin Patriarchate of Jerusalem and the Holy Land Commission.**

Institutional		US\$
a. Operating Cost	Same as 2021 at \$ per month	
b. Schools	Same as 2021 at \$ per month	
c. Seminary	Same as 2021 at per month	
Humanitarian Aid		
Pastoral Support		
2021 Residual Projects	Rafidia Parish /	
2022 Approved Projects		
	<b>Total Committed by GM</b>	

The list of the new projects (up to US\$ 100 million each), committed unconditionally by the Grand Magistrerium, will be presented by LP J to GM, together with a short description of each of them, before the end of the year 2021 and will be presented to the Grand Magistrerium to the Lieutenantcies.





ORDINE EQUESTRE DEL SANTO SEPOLCRO DI GERUSALEMME

The Grand Magisterium will pay to LPJ 30% of the total value of this list on the first days of April 2022 and repeat the same payment on the first days of July and October 2022.

By December 31, 2022 the Patriarchate will submit to GM, for each project of the list completed within the year, the financial report and very few significant pictures of the results achieved. Upon this the GM will pay the residual 10% of the total value of these completed projects. In case of any projects not completed at that date, the final 10% for each of them will be postponed until the completion, on the same conditions as the others.

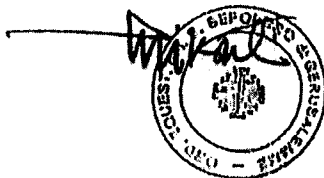
The only remaining big project, committed by the Grand Magisterium, for Nablus Rafidia will follow the usual procedure

At the 2022 spring meeting the Grand Magisterium will report the situation of these projects.

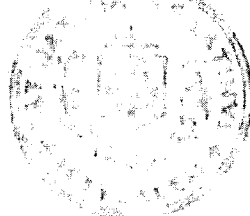
For the meeting of the Grand Magisterium in October 20, 2021 - LPJ will submit the following documentation:

- **Covid19 Emergency Fund:** allocation of the balance of the Emergency Fund (US\$ ).
- **Humanitarian Aid:** 2022 budget allocation for the main categories of intervention.
- **Pastoral Activities:** 2022 budget allocation for the main categories of intervention.

For the Grand  
Magisterium



Samir El-Youssef  
For the Latin  
Patriarchate



B. J. Mephisto  
For the Holy Land  
Commission

# EXHIBIT 6





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**Re: Previous Email**

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**From** Msgr. Pierbattista Pizzaballa <pbp@lpj.org>

**Date** Tue 10/10/2017 11:43 PM

**To** BENJAMIN SERYANI <SERYANI@msn.com>

Dear Benjamin,

I am looking to my very hectic schedule to see what and how to do. I am wondering if we have to meet alone, just you and me or someone else (of course not with our respective lawyers).

A close friend of mine is coming to New York for some days. He has nothing to do with LPJ. Maybe you can meet him, if you want, just to give an idea of what and how to proceed. He is a very young christian lawyer and is coming to NY for some speeches.

But if you think it is better at least at the beginning to have a meeting only between we two, is ok for me. In October for me is impossible. November is ok?

Where? USA, Rome, Israel? Should be a private place.

Let me know.

Thanks

+Pierbattista

Sent from my iPad

On Oct 9, 2017, at 08:05, BENJAMIN SERYANI <[SERYANI@msn.com](mailto:SERYANI@msn.com)> wrote:

Good Morning your Excellency,

First and foremost thank you for the positive language ,we lost a great deal of our faith trying to understand what is happening .

Please be advise due to courts schedules / Jordan & USA we have a very limited window of time to resolve pending issues.

Your excellency requested our meeting to be confidential please let me know your thoughts of what is convenient to you as a place and time .

I would have the pleasure and be honored to cordially invite you to join our family here in USA our home is yours we have lots of love and respect to share.

For any other rezone you can't accept my invitation, I'm at your disposal I will accept your invitation anytime as of Wednesday the 11th .

If you have other thoughts please let me know

God Bless

Benjamin Seryani

---

**From:** Msgr. Pierbattista Pizzaballa <[pbp@lpj.org](mailto:pbp@lpj.org)>

**Sent:** Sunday, October 8, 2017 9:57 PM

**To:** BENJAMIN SERYANI

**Subject:** Re: Previous Email

Dear mr. Benjamin,

The Lord give you peace!

I strongly believe that we should finish as peaceful as possible all our pending legal issue.

Not for convenience, but first of all for the Christian spirit that should accompany our life.

I think that we have to terminate our cooperation at the AUM, in a respectful way, of course. After all the past mess, it is necessary to turn page. So, I agree that we have to terminate the contracts at the AUM.

I am ready, if you want.

God bless and enlighten all of us

+Pierbattista

Sent from my iPad

On Oct 9, 2017, at 00:23, BENJAMIN SERYANI <[seryani@msn.com](mailto:seryani@msn.com)> wrote:

Good Evening your Excellency

I just send an Email related to the buses contract .

The Email addressed to Msgr. Shomaly and I copied you

The Email contains violations at LPJ Side not allowing us to renew the buses licenses, it is a great liability that both party should avoid , the services and the buses are used by students and employees of AUM whom they pay for it .

If LPJ needs to end both contracts please advise and as a Courtesy to you I will negotiate in good well or as simple as let me know what you want and what you feel it is worth it " No matter what is the intention those buses needs to be licensed ASAP to avoid Liability and disturbance " .

This is my part and commitment WITH LPJ to allow peace to grow again .

Please advise

Benjamin Seryani

Sent from my iPhone

# EXHIBIT 7

**TRULY True,**  
I N C  
For a Truly Accurate Transcript

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

**Certified Copy**

BENJAMIN SERYANI A/K/A )  
BENJAMIN SEMAAN SIRYANI an )  
Individual, and SYNERGY )  
SELECT ONE, LLC, an Indiana )  
Limited Liability )  
Corporation doing business ) Case No. CIVDS1925212  
in California, )

Plaintiffs, )

vs. )

The Holy See A/K/A Vatican )  
City State (HS/VCS) A/K/A )  
Vatican Nation, et al., )

Defendants. )

**REMOTE PROCEEDING**

DEPOSITION OF : BRADLEY SHARP  
TAKEN BY : ROBERT J. SPITZ, ESQUIRE  
Commencing : 1:02 P.M.  
Location : San Juan Capistrano, California 92675  
Day, Date : Monday, May 3, 2021  
Reported by : JOLYNE K. ROBERTS, CSR NO. 10823  
Pursuant to : Notice  
Original to : CODE

DEPOSITION OF: BRADLEY SHARP

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

BENJAMIN SERYANI A/K/A  
BENJAMIN SEMAAN SIRYANI an  
Individual, and SYNERGY  
SELECT ONE, LLC, an Indiana  
Limited Liability  
Corporation doing business  
in California,

Plaintiffs,

vs.

The Holy See A/K/A Vatican  
City State (HS/VCS) A/K/A  
Vatican Nation, American  
University of Madaba Inc.;  
American University of  
Madaba Company; American  
University of Madaba  
Campus, Board of Trustees;  
Latin Patriarchate of  
Jerusalem; Latin  
Patriarchal Vicariate  
Ecclesiastical Court;  
Vatican Foundation St. John  
the Baptist; Mukawer Castle  
For Education Company;  
Honorable Judge Fr. Dr.  
Majdi Siryani, a California  
resident; His Beatitude  
Fouad Al-Twal; His  
Excellency Archbishop  
Pierbattista Pizzaballa;  
His Excellency Archbishop  
Bishara Maroun Lahham; His  
Excellency Archbishop  
William Shomali; His  
Excellency Archbishop  
Antonio Franco; Cardinal  
Secretary of State His  
Eminence Pietro Parolin;  
and DOES 1 through 200,  
inclusive,

Defendants.

DEPOSITION OF: BRADLEY SHARP

APPEARANCES OF COUNSEL:

FOR THE PLAINTIFFS:

LAW OFFICE OF ROBERT J. SPITZ  
204 North San Antonio Avenue  
Ontario, California 91762  
909/395-0909

BY: ROBERT J. SPITZ, ESQUIRE  
ADAM G. JEFFERY, ESQUIRE  
adam@robertspitzlaw.com

FOR THE WITNESS:

LAW OFFICE OF ROSA M.C. CUMARE  
790 East Colorado Boulevard  
Suite 900  
Pasadena, California 91101  
626/240-0657

BY: ROSA M.C. CUMARE, ESQUIRE  
rcumare@cumarelaw.com

FOR THE DEFENDANTS, THE LATIN PATRIARCHATE OF JERUSALEM,  
ETC.:

FULLERTON, LEMANN, SCHAEFER & DOMINICK, LLP  
215 North D Street  
First Floor  
San Bernardino, California 92401-1712  
909/889-3691

BY: DAVID P. COLELLA, ESQUIRE  
dcolella@flsd.com

FOR THE DEFENDANT, THE ROMAN CATHOLIC ARCHBISHOP OF LOS  
ANGELES:

CLARK & TREVITHICK  
445 South Figueroa Street  
18th Floor  
Los Angeles, California 90071  
213/629-5700  
BY: MICHELE B. FRIEND, ESQUIRE  
mfriend@clarktrev.com

DEPOSITION OF: BRADLEY SHARP

I-N-D-E-X

WITNESS:

PAGE

BRADLEY SHARP

EXAMINATION BY MR. SPITZ

4

EXHIBITS

(None offered)

INFORMATION REQUESTED:

(None)

QUESTIONS NOT ANSWERED

Page	Line
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20	10
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DEPOSITION OF: BRADLEY SHARP

1 SAN JUAN CAPISTRANO, CALIFORNIA, MONDAY, MAY 3, 2021

2 1:02 P.M.

3 -000-

4  
5 BRADLEY SHARP,

6 the witness herein, after having been first duly  
7 sworn/affirmed, was deposed and testified as follows:

8  
9 EXAMINATION

10 BY MR. SPITZ:

11 Q Thank you very much for being here this  
12 afternoon, Mr. Sharp. I appreciate your being with us.  
13 I'd like to ask, to begin with, have you ever had your  
14 deposition taken before?

15 A Yes.

16 Q How many times?

17 A More than a dozen.

18 Q Have any of them been in relationship to this  
19 organization, the Western Lieutenancy?

20 A No.

21 Q And even though you're familiar with the ground  
22 rules, let me just -- so you are familiar with the ground  
23 rules for a deposition, Mr. Sharp; is that correct?

24 A Yes.

25 Q All right. So I don't have to go through this

DEPOSITION OF: BRADLEY SHARP

1 in any great detail. ...

2 You understand that you need to wait until I  
3 finish my question before you begin your answer. I'll do  
4 my best not to start asking another question until you're  
5 done, but if I should interrupt you for some reason,  
6 please let me know that you haven't finished, then we'll  
7 certainly allow you an opportunity to complete any answer  
8 or response you'd like to give. Okay?

9 A Fine.

10 Q And during this deposition I will probably ask  
11 you about some things that you may not know the exact  
12 answer to, such as amounts of money, dates when things  
13 happened. We don't necessarily need the exact number or  
14 date, but your best recollection or your best estimate of  
15 those things would be sufficient.

16 We probably don't need any exact amounts or  
17 dates for the purposes of this deposition, but we  
18 certainly don't want you to guess. If you have no  
19 information about something, it's a perfectly adequate  
20 response to say that you don't know or you're not aware  
21 of that information.

22 So is there any reason why you would not be able  
23 to give your best testimony today, Mr. Sharp?

24 A No.

25 Q Well, let me get started with this: You

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1 understand that you're here today with the deposition  
2 that's a fairly narrow scope to -- for information that  
3 you have as an officer of the Western Lieutenancy of the  
4 Equestrian Order of the Holy Sepulchre of Jerusalem. And  
5 you are an officer of that organization?

6 A Yes.

7 Q We have some issues with terminology that I want  
8 to clear up in the beginning. When I have -- when I use  
9 the terminology Western Lieutenancy, are you okay that  
10 you understand we're just talking about your local  
11 geographical area of this larger organization of the  
12 Equestrian Order of the Holy Sepulchre of Jerusalem? So  
13 if I use that term Western Lieutenancy, I'm only  
14 referring to your geographical organization.

15 Do you understand that?

16 A Yes.

17 Q And if I use the term Order as a shorthand, I am  
18 referring to the global organization that's comprised of  
19 several geographical areas in the United States and many  
20 countries throughout the world. So if I use the term  
21 Order, I'm referring to that worldwide organization.  
22 Okay?

23 A Fine.

24 Q And then if I want to talk about the  
25 headquarters of this global organization, I would refer

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1 to that headquarters as the Grand Magisterium. Are you  
2 okay with that terminology?

3 A Sure.

4 Q All right. So when did you first become aware  
5 of a subpoena for you to give some testimony with regard  
6 to the Western Lieutenancy?

7 A It was earlier this year. I believe I received  
8 a phone call that somebody was trying to serve me.

9 Q Okay. And have you had a chance, since you  
10 became aware of this deposition, to review any of the  
11 financial records of the Western Lieutenancy?

12 A Yes.

13 Q And within the last two weeks have you had an  
14 opportunity to review some of those financial records?

15 A Yes.

16 Q And in this year 2021, how far back have you  
17 gone in looking at -- not necessarily studying or  
18 anything -- but just to look at financial records of the  
19 Western Lieutenancy? How far back have you looked?

20 A Just through to 2020.

21 Q So 2020. Are you familiar with 2021 as well?

22 A Yes.

23 Q And what is your position with the Western  
24 Lieutenancy at this time?

25 A I am the treasurer.

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1 Q How long have you been the treasurer?

2 A I think since October of 2019.

3 Q And did you have another position with the  
4 Western Lieutenancy before you became treasurer?

5 A No.

6 Q That was your first official position, then? In  
7 October of 2019 was your first official position with the  
8 Western Lieutenancy?

9 A Correct.

10 Q And have -- in your position as treasurer of the  
11 Western Lieutenancy, have you had an opportunity to look  
12 at the financial records of the organization prior to  
13 2019 as you've seen them in -- on 2018, 2017, or any  
14 prior years?

15 A Yes.

16 Q Okay. And what are the types of records of the  
17 organization that you have knowledge of?

18 A I had seen the audited financial statements for  
19 2018 and 2019.

20 Q And without getting into details, what are the  
21 types of information that are contained in those  
22 financial statements?

23 A The normal balance sheet, income statements,  
24 statement of funds.

25 Q Statement of income and also expenses?

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1 A Correct.

2 Q Now, what -- can you tell us the amount of --  
3 are you --

4 Do you have a breakdown in those financial  
5 statements that distinguishes the amount of the donations  
6 from California as opposed to some of the other states?

7 I know there's 4 or 5 states in the Western  
8 Lieutenancy. Do you receive information as to the amount  
9 of income received from just residents of California?

10 A No.

11 Q Do you -- are you aware of the number of members  
12 of the Western Lieutenancy in the State of California?  
13 Do you know how many members there are?

14 A Not really.

15 Q Are you generally aware of the fact that the  
16 California residents of the Western Lieutenancy comprise  
17 at least half of the membership of the entire Western  
18 Lieutenancy?

19 A I -- I don't know that for a fact. It wouldn't  
20 surprise me.

21 Q Okay. So that -- that would not be something  
22 that you know to be incorrect, that at least half of the  
23 members of the Western Lieutenancy are California  
24 residents?

25 A Correct.

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1 Q And would it also be fair to say that at least  
2 half of the donations that are received each year for the  
3 Western Lieutenancy, that at least half of those  
4 donations come from California residents?

5 MR. COLELLA: Objection. Speculation.

6 MS. CUMARE: Yeah, also vague and ambiguous as  
7 to donation.

8 MR. SPITZ: Thank you for that, Ms. Cumare.  
9 Let's call them contributions. We don't need to call  
10 them donations.

11 Q BY MR. SPITZ: Let me ask you this question:  
12 It's my understanding that the income received from --  
13 for the Western Lieutenancy comes exclusively from  
14 individuals as compared to organizations, is that all of  
15 the income is from individuals.

16 Is that a correct statement?

17 A No.

18 Q Okay. And are there some organizations that do  
19 contribute money to the Western Lieutenancy?

20 A Yes.

21 Q And can you name those for me?

22 A Off the top of my head, I cannot. And it's --  
23 it's not a large piece.

24 Q Is one of the -- does the Western Lieutenancy  
25 receive income from the Arab American Catholic Community?

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1 A I --  
2 MS. FRIEND: Objection. Vague and ambiguous to  
3 the term Arab American Catholic Community.

4 MS. CUMARE: I'm going to join with that.

5 MR. COLELLA: Join.

6 Q BY MR. SPITZ: Well, that's fine. Are you  
7 familiar with the Arab American Catholic Community,  
8 Mr. Sharp?

9 A I -- I am familiar with people of Arab descent  
10 that are Catholics. I don't know of any organization --  
11 I'm not aware of any organization.

12 Q Well, they have an association that's -- has the  
13 same sort of status, as my understanding, and they  
14 operate out of the Pomona Catholic Church and out of  
15 Redlands as well.

16 You don't have any familiarity with that?

17 A No.

18 MR. COLELLA: Objection. Lack of foundation;  
19 assumes facts not in evidence.

20 MS. FRIEND: Join. Also calls for speculation.

21 MS. CUMARE: Goes beyond the scope of the order.

22 Q BY MR. SPITZ: Are you familiar with an  
23 organization by the name of Queen of Peace Foundation?

24 A I may have heard the name, but I'm not familiar  
25 with them.



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1 Q Can you recall any of the organizations or  
2 corporations that contributed money in 2020 to Western  
3 Lieutenancy?

4 A I believe there were some company matching  
5 grants, and it may have been something from a Rotary  
6 Club.

7 Q Very well. So it's fair to say, then, that  
8 the -- a large proportion, 90 percent of the income of  
9 the Western Lieutenancy is from individuals; is that a  
10 correct statement?

11 A Yes.

12 Q Okay. And of that 90 percent, at least half of  
13 that money comes from California residents?

14 A I don't know.

15 MR. COLELLA: Objection -- okay. Never mind.

16 Q BY MR. SPITZ: And what was the amount of the --  
17 the total amount of income that the Western Lieutenancy  
18 received in the year 2020?

19 A Probably around 1 million 2.

20 Q And how about the year 2019?

21 A I believe it was pretty consistent.

22 Q Over the last 5 to 10 years it was in that same  
23 vicinity of \$1.2 million?

24 A I -- I don't really have a view beyond 2018.

25 Q Okay. And with regard to expenses, what

1 percentage of the income or what amount of the income in  
2 2020 was paid to the Grand Magisterium?

3 A Probably 90 percent.

4 Q And is that also a consistent percentage?

5 A Yes.

6 Q And would you be able to tell me in your own  
7 words what the mission of the Western Lieutenancy is?

8 A You know, the mission is to support the Catholic  
9 Church's presence in the Holy Land is what it is,  
10 quickly.

11 Q Okay. And the money that the Western  
12 Lieutenancy receives and sends to the Grand Magisterium,  
13 is it your understanding that that money then goes to the  
14 Latin Patriarchate of Jerusalem?

15 A Some of it.

16 Q And where else does that money go besides -- and  
17 we'll use the term LPJ for Latin Patriarchate of  
18 Jerusalem, LPJ.

19 Besides LPJ, where else does money from the  
20 Grand Magisterium go?

21 MS. FRIEND: Objection. Calls for speculation.

22 MS. CUMARE: Also beyond the scope of the  
23 Court's order, but, you know --

24 MR. COLELLA: Join.

25 MS. CUMARE: You can answer, if you know.

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1 Q BY MR. SPITZ: You may answer.

2 MR. COLELLA: Lack of foundation.

3 THE WITNESS: To the best of my knowledge,  
4 there's various programs in the Holy Land. There was a  
5 seminary that is assisted; there is a home for disabled  
6 children that is assisted; you know, some goes to  
7 Bethlehem University. There's a Holy Child Program that  
8 helps children that have been traumatized and gives them  
9 a safe place to recover.

10 Things of that nature.

11 Q BY MR. SPITZ: Now, have you seen reports from  
12 the Grand Magisterium with regard to how those funds are  
13 spent that are received from the Order worldwide?

14 A I may have.

15 Q Is that the basis for the statement that you  
16 just made with regard to these other institutions?

17 A No.

18 Q What's the basis for your knowledge about these  
19 other institutions that are funded by the Grand  
20 Magisterium?

21 A The Western Lieutenancy provides -- receives  
22 contributions from members that are dedicated to a  
23 particular use. And then when the Western Lieutenancy  
24 forwards that money to the Grand Magisterium, it is for  
25 that particular use.

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1 Q And do you receive a report from the Grand  
2 Magisterium that, in fact, those amounts are distributed  
3 to those specific purposes?

4 A I don't believe so.

5 Q And what is your understanding as to the amount  
6 of money that the Grand Magisterium provides to LPJ on an  
7 annual basis?

8 A I guess I --

9 MS. FRIEND: I'm sorry, I apologize. I was just  
10 going to insert an objection that it calls for  
11 speculation.

12 MR. COLELLA: Join.

13 Q BY MR. SPITZ: You may answer, Mr. Sharp.

14 A The only thing I've seen are some public  
15 information about the amount of money that they send.  
16 But I can't recall whether that was just to LPJ or  
17 included the other different ministries we've talked  
18 about.

19 Q Okay. What is that amount?

20 A I think it's about 14 million euros.

21 Q 14 million euros.

22 A But that's off the top of my head.

23 Q Right. Have you ever seen -- you indicated that  
24 you've seen documentation with regard to the income to  
25 the Western Lieutenancy for the years 2020, 2019, and

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1 2018.

2 Have you ever -- do you ever recall seeing  
3 documentation of the financial status or the financial  
4 income for the year 2017?

5 A I may have. I don't recall.

6 Q What are your duties in the position as  
7 treasurer of the Western Lieutenancy?

8 A I review the monthly accounts; the general  
9 ledger; statement of income; balance sheet; sources of  
10 funds. I provide a presentation to the chancellor and to  
11 the lieutenant with respect to those results. I prepare  
12 budgets with respect to the Western Lieutenancy and with  
13 respect to our annual meeting and then report compliance  
14 with those budgets.

15 Q And you have access to the bank accounts of the  
16 Western Lieutenancy?

17 A No.

18 Q Where do you get your information from?

19 A It's QuickBooks reports from the executive  
20 director.

21 Q And who is that?

22 A Sara Knob, K-n-o-b.

23 Q And she has -- she's the person who has access  
24 to the bank records of the Western Lieutenancy?

25 MS. CUMARE: Objection. This goes beyond the

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1 scope of the order, and also calls for speculation.

2 Q BY MR. SPITZ: You may answer, Mr. Sharp.

3 A Sorry, could you state the question again?

4 Q I'm just asking, she has access to those bank  
5 records; is that correct?

6 A Correct.

7 Q And do you know anyone else besides Karen Knob  
8 who has access to the bank records of the Western  
9 Lieutenantancy?

10 A That would be Sara Knob.

11 Q Sara.

12 A The lieutenant would have, if she wanted to see  
13 them; the chancellor would have -- I guess I would if I  
14 wanted to see them. You know, the auditor who audits the  
15 books could look at them. You know, we have a bookkeeper  
16 who helps out that could see them.

17 Q Do you receive a copy of the audit statement of  
18 the Western Lieutenantancy for each year, each calendar  
19 year?

20 A Yes.

21 Q So your knowledge comes from that audited  
22 statement as well as the other information, the  
23 QuickBooks report that you receive from Sara Knob?

24 A Correct.

25 Q And your understanding is that the information

1 that you receive is accurate?

2 A Yes.

3 Q Can you tell me the relationship between the  
4 Western Lieutenancy and the organization that is called  
5 the Roman Catholic Archbishop of Los Angeles? I'm not  
6 referring to the individual; I'm referring to the  
7 organization by the same name.

8 Do you know what is that relationship?

9 MS. FRIEND: Objection. Assumes facts not in  
10 evidence; and lacks foundation.

11 MR. COLELLA: Vague and ambiguous.

12 Q BY MR. SPITZ: You may answer.

13 MS. CUMARE: Also, beyond the scope of the  
14 Court's order, which I allowed you a great deal of  
15 latitude, Mr. Spitz. But let's focus on what Mr. Sharp  
16 has been ordered to testify to, not these other areas  
17 that the Court does not indicate were areas of  
18 questioning.

19 Q BY MR. SPITZ: You may answer, Mr. Sharp.

20 A I'm sorry, I'm going to have to ask you to  
21 repeat the question.

22 Q I'm asking for the relationship between the  
23 Western Lieutenancy organization and the organization  
24 known as the Roman Catholic Archbishop of Los Angeles.

25 MS. FRIEND: Same objection.

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1 MR. COLELLA: Join.

2 THE WITNESS: I'm not sure there is one.

3 Q BY MR. SPITZ: Okay, thank you.

4 And is there any financial connection insofar as  
5 either -- as money flowing either to the Roman Catholic  
6 Archbishop of Los Angeles, which I'd like to refer to as  
7 the RCALA? Is there money flowing from the Western  
8 Lieutenantancy to the RCALA or vice versa?

9 A Not that I'm aware of.

10 \*\* Q And what is the name of the entity that prepares  
11 the audited financial statements of the Western  
12 Lieutenantancy?

13 A The auditing firm?

14 Q Yes.

15 MS. CUMARE: Object. You know, don't answer the  
16 question. That goes way beyond the scope of this court  
17 order.

18 And I need to remind you, Mr. Spitz, that we are  
19 a church, and there are very -- the amount of inquiry  
20 that anyone can make, short of a compelling interest, is  
21 into how the church operates internally. It's quite  
22 restrictive, and the Court recognized that by focusing  
23 your questioning only on whether California residents  
24 donate money to the named defendants and the Equestrian  
25 Order.



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1           You can't ask about audited statements or who  
2           does what or the bank accounts or anything else. Simply  
3           whether nonidentified California residents donate money  
4           that is then paid, delivered or transferred to any of the  
5           named defendants.

6           And the -- I don't see why you need to probe any  
7           further. But just ask those questions of Mr. Sharp.

8           MR. SPITZ: Okay.

9           Q     BY MR. SPITZ: Mr. Sharp, can you answer that  
10          question?

11          MS. CUMARE: I'm going to instruct him not to  
12          answer the question.

13          Q     BY MR. SPITZ: So based upon your testimony and  
14          some of the things you've told me already, is it accurate  
15          to say, then, that the total amount of money that the  
16          Western Lieutenancy sent to the Grand Magisterium was  
17          something more than \$1 million for the year 2020?

18          A     Correct.

19          Q     And that would also be true for 2019?

20          A     I believe so.

21          Q     And 2018 as well?

22          A     I believe so.

23          Q     Ms. Romano testified at her deposition that the  
24          annual dues for members of the Western Lieutenancy is a  
25          minimum of \$1,000 per year; is that a correct statement?

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1 A That's the target that we ask people to consider.  
2

3 Q Is it correct that some members contribute more  
4 than that?

5 A Yes.

6 Q Would an amount of \$3,000 be a good average for  
7 the amount that each member contributes?

8 A I don't know.

9 MR. COLELLA: Objection -- well, never mind.  
10 Objection withdrawn.

11 Q BY MR. SPITZ: Is there a person at the Grand  
12 Magisterium that you communicate with, Mr. Sharp?

13 A No. I'm sorry, let me clarify that. I know  
14 people who are a part of the governing body of the Grand  
15 Magisterium, but I don't communicate with the Grand  
16 Magisterium.

17 Q I'm not sure of the distinction you made.  
18 Do you -- as part of your duties as treasurer,  
19 do you communicate with persons who are a part of the  
20 Grand Magisterium?

21 A No.

22 Q As part of your duty as the treasurer, do you  
23 communicate with any persons who work at LPJ?

24 A No.

25 Q Do you -- are you involved in any way in

1 determining the amount of money that is sent from the  
2 Western Lieutenancy to the Grand Magisterium?

3 A Yes.

4 Q And what is your role in that?

5 A As I mentioned earlier, I prepare the budget,  
6 which shows estimated contributions, estimated expenses  
7 of the Western Lieutenancy. And then that tells us what  
8 we have available to provide to the Grand Magisterium for  
9 the various ministries.

10 Q And are the amounts that are provided to the  
11 Grand Magisterium, is that done on a monthly basis?

12 A The information is reviewed on a monthly basis.

13 Q How frequently is money typically sent to the  
14 Grand Magisterium?

15 A It depends upon the amount of money available.

16 Q On an average, how frequently are those made?

17 A I would answer it this way: It changes at  
18 different times of the year. So, for example, we would  
19 receive more contributions towards the end of the year,  
20 so we probably make transfers monthly. In the summer  
21 months, maybe quarterly.

22 Q Okay. So from quarterly to monthly is the  
23 frequency?

24 A Probably a good estimate.

25 Q Are you familiar with an organization in the

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1 Holy Land known as the American University of Madaba?

2 A I am now. I was not previously.

3 Q Have funds ever been earmarked from the Western  
4 Lieutenancy to go specifically to the American University  
5 of Madaba?

6 A Not that I'm aware of.

7 Q Have you ever received reports from the Grand  
8 Magisterium that states how much money is spent by each  
9 of the organizations that are within LPJ?

10 A No.

11 Q Do you know whether such a document exists?

12 A I don't know.

13 Q Has anyone from LPJ ever provided a presentation  
14 to the Western Lieutenancy during the time that you've  
15 been a member?

16 MS. CUMARE: Objection. Overbroad; vague and  
17 ambiguous.

18 THE WITNESS: I don't know.

19 MS. FRIEND: Join.

20 MS. CUMARE: Could you focus on the subject  
21 matter, perhaps?

22 MR. COLELLA: Join.

23 MS. FRIEND: I would also say it's beyond the  
24 scope of this order.

25 MR. SPITZ: Well, I don't think so, but I think

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1 the answer is probably no. I'll ask it more  
2 specifically.

3 Q BY MR. SPITZ: Has anyone from LPJ given a  
4 presentation -- I understand you have annual meetings --  
5 a presentation at the annual meeting or any other event  
6 of the Western Lieutenancy to discuss the financial  
7 situation of LPJ?

8 MS. FRIEND: Same objection.

9 MR. COLELLA: Join. And vague as to time.

10 Q BY MR. SPITZ: At any time.

11 A I believe so.

12 Q And what was your recollection of that event,  
13 Mr. Sharp?

14 A I believe we had -- and I cannot recall when or  
15 who, someone was talking about the financial need at the  
16 LPJ to support the schools as part of the Latin  
17 Patriarchate and the seminary.

18 Q And so in that presentation there was a request  
19 being made by this person for donations for the schools?

20 A No.

21 Q What was the nature of the presentation?

22 A To inform our members on the financial need  
23 there.

24 Q Okay. Doesn't that translate, though, into  
25 requesting funds for that purpose?

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1 A No.

2 Q And who was the person who made that  
3 presentation, Mr. Sharp?

4 A I don't recall.

5 Q How long ago was that?

6 A Before I was lieutenant. It's been years.

7 Q How many years have you been a member?

8 A Going on 19 years.

9 MS. CUMARE: Mr. Sharp, you may have misspoken.  
10 I don't believe he said (unintelligible).

11 THE REPORTER: I'm sorry. Rosa, I can't hear  
12 you.

13 MS. CUMARE: Mr. Sharp may have misspoken. He  
14 said, before I was lieutenant. I don't believe --

15 THE WITNESS: Before I was treasurer. I don't  
16 want to be lieutenant.

17 MR. SPITZ: No further questions.

18 Can you hear me?

19 THE REPORTER: Yes.

20 MR. SPITZ: A transcript of your deposition will  
21 be made available to you by Ms. Cumare. You'll have a  
22 period of two weeks in which to review that deposition  
23 transcript, make any changes or corrections that you deem  
24 necessary. I'll be allowed to comment on any changes  
25 that you might make if they're significant. And I ask

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1 that you would sign that under penalty of perjury along  
2 with your statement of any changes or corrections.

3 Will you do that for us, Mr. Sharp?

4 THE WITNESS: Absolutely.

5 MR. SPITZ: Thank you very much.

6 THE WITNESS: Thank you. Have a good day.

7 THE REPORTER: Same copy orders?

8 MR. COLELLA: Yes.

9 MS. FRIEND: Yes.

10  
11 (The deposition proceedings  
12 were concluded at 1:38 P.M.)

13 ///

14 ///

15 ///

PENALTY OF PERJURY CERTIFICATE

I hereby declare I am the deponent in the within matter; that I have read the foregoing transcript and know the contents thereof; that I declare that the same is true of my knowledge, except as to the matters which are therein stated upon my information or belief; and as to those matters, I believe them to be true.

I declare being aware of the penalties of perjury; that the foregoing answers are true and correct.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
BRADLEY SHARP



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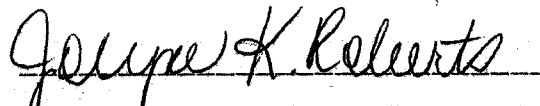
The undersigned Certified Shorthand Reporter of the State of California does hereby certify:

That the foregoing proceeding was taken before me at the time and place therein set forth, at which time the witness was duly sworn by me;

That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed, said transcript being a true and correct copy of my shorthand notes thereof;

That the dismantling of the original transcript will void the reporter's certificate.

In witness thereof, I have subscribed my name this date: May 7, 2021

  
JOLYNE K. ROBERTS,  
CSR NO. 10823

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# EXHIBIT 8



1 **ROSA M. C. CUMARE, State Bar # 121692**  
2 LAW OFFICE OF ROSA M. C. CUMARE  
3 790 EAST COLORADO BOULEVARD, SUITE 900  
4 PASADENA, CA 91101  
5 Telephone: 626-240-0657  
6 Email: [rcumare@cumarelaw.com](mailto:rcumare@cumarelaw.com)

7 Attorney for Third Party Bradley Sharp

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN BERNARDINO – CENTRAL DISTRICT**

10  
11 BENJAMIN SERYANI A/K/A/ BENJAMIN  
12 SEMAAN SIRYANI, an individual, and  
13 SYNERGY SELECT ONE, LLC, an Indiana  
14 Limited Liability Company doing business in  
15 California

16 Plaintiffs,

17 vs.

18 The Holy See A/K/A Vatican City State  
19 (HS/VCS) A/K/A Vatican Nation; American  
20 University of Madaba Inc.; American University  
21 of Madaba Company; American University of  
22 Madaba Campus, Board of Trustees; Latin  
23 Patriarchate of Jerusalem; Latin Patriarchal  
24 Vicariate Ecclesiastical Court; Vatican  
25 Foundation St. John the Baptist; Mukawer Castle  
26 for Education Company; Honorable Judge Fr. Dr.  
27 Majdi Siryani, a California resident;  
28 His Beatitude Fouad Al-Twal; His Excellency  
Archbishop Pierbattista Pizzaballa; His  
Excellency Archbishop Bishara Maroun Lahham;  
His Excellency Archbishop William Shomali;  
His Excellency Archbishop Antonio Franco;  
Cardinal Secretary of State His Eminence Pietro  
Parolin; and DOES 1 through 200, inclusive,

Defendants.

) Case No.: CIVDS 1925212

) DECLARATION OF ROSA M. C. CUMARE

) IN SUPPORT OF *EX PARTE* APPLICATION

) AND NOTICE OF MOTION AND MOTION

) TO QUASH SUBPOENA FOR PERSONAL

) APPEARANCE AT HEARING OR, IN THE

) ALTERNATIVE, MOTION FOR

) PROTECTIVE ORDER BY THIRD PARTY

) WITNESS BRADLEY SHARP

) *filed herewith:*

(1) *EX PARTE* APPLICATION

(2) PROPOSED ORDER

) **DATE: Thursday, October 20, 2022**

) **TIME: 9:00 a.m.**

) **DEPT: S-23**

1 I, Rosa M. C. Cumare, declare and say:

2 1. I am an attorney licensed to practice before the courts of the State of California. I have been  
3 retained as counsel to Third Party Witness Bradley Sharp and the Western USA Lieutenancy of the  
4 Equestrian Order of the Holy Sepulchre of Jerusalem.

5 2. At 8:30 a.m. on Wednesday, October 19, 2022, I gave notice of this *ex parte* application by  
6 telephone at 909-395-0909, by email at [TPLaw@aol.com](mailto:TPLaw@aol.com), and fax at 909-395-9535 to Robert Spitz,  
7 counsel for Plaintiff Benjamin Seryani. I also gave notice by telephone and email to defense counsel  
8 David Colella and Michele Friend.

9 3. I am informed and believe that on September 30, 2022, Mr. Sharp was personally served  
10 with a Civil Subpoena for Personal Appearance to Attend Trial or Hearing. The subpoena is  
11 defective. The first page of the document shows that the hearing is set for October 21, 2022, at 9:00  
12 a.m. However, the attached Special On-Call Agreement indicates that the hearing is set for October  
13 7, 2022, at 9:00 a.m. Finally, the blank proof of service provides that the document was to be served  
14 on Margaret Romano. A true and correct copy of the subpoena is attached as Exhibit A.

15 4. After reviewing the subpoena, I informed defense counsel Mr. Colella and Ms. Friend of the  
16 service of the subpoena because I was amazed that the case had not yet been resolved. I learned that  
17 the Court had set an evidentiary hearing with testimony by the parties and not by third party  
18 witnesses. I also learned that the hearing is, in fact, set for October 21, 2022, at 10:00 a.m., not 9:00  
19 a.m. as stated on the subpoena.

20 5. On October 8, 2022, I emailed Plaintiff's counsel Robert Spitz ("Spitz") a meet and confer  
21 letter. I noted that Mr. Sharp had not appeared in court on October 7 – the date given on the Special  
22 On-Call Agreement – and that Mr. Spitz's office had not contacted Mr. Sharp to inquire as to his  
23 whereabouts. Therefore, I assumed that the correct hearing date is October 21, a day that Mr. Sharp  
24 will be out of state for business. I also noted that I had contacted defense counsel, who had  
25 informed me that only parties were supposed to testify at the evidentiary hearing. Accordingly, I  
26 proposed that Mr. Spitz either use Mr. Sharp's deposition at the hearing or, if he insisted on live  
27 testimony, that he stipulate to continue the hearing until Mr. Sharp's return to California and agree  
28

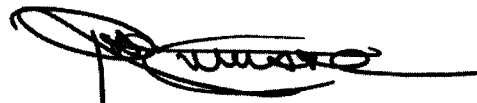
1 to limit the questioning to the scope provided in the Court's March 29, 2021, Order. A true and  
2 correct copy of my meet and confer letter to Mr. Spitz is attached as Exhibit B.

3 6. Mr. Spitz did not respond to the email meet and confer request; I re-sent my letter by fax on  
4 October 12, 2022. As of this writing, I have not heard back from Mr. Spitz. A true and correct copy  
5 of my fax confirmation sheet is attached as Exhibit C.

6 7. In late 2020, Plaintiff sought to depose Mr. Sharp and required him to produce extensive  
7 financial records pertaining to the Western USA Lieutenancy of the Equestrian Order of the Holy  
8 Sepulchre of Jerusalem ("Western USA Lieutenancy"). Mr. Sharp is the Western USA  
9 Lieutenancy's treasurer. Mr. Sharp opposed Plaintiff's motions to compel his deposition and to  
10 produce records. The Court allowed the deposition to go forward but limited the scope to: "(a) . . .  
11 responding to inquiries on whether non-identified California residents donated money to Western  
12 Lieutenancy that is then paid, delivered, or transferred to any of the named Defendants in this  
13 litigation or Equestrian Order of the Holy Sepulchre of Jerusalem but (b) none of the subpoenaed  
14 records need to be produced." Mr. Sharp was deposed by Mr. Spitz on May 3, 2021; he reviewed  
15 and signed the transcript on May 27, 2021. For the Court's ease of reference, a copy of the March  
16 29, 2021, Order is attached.

17 8. The above stated facts are known to me of my own knowledge. If called as a witness,  
18 I could and would testify competently thereto.

19 9. Executed in Pasadena, California, on October 18, 2022, under penalty of perjury of the laws  
20 of the State of California.

21  
22   
23 Rosa M. C. Cumare  
24  
25  
26  
27  
28

**EXHIBIT**

**A**

Bradley D. Sharp; 28321 Oceana Del Mar, San Juan Capistrano, CA 92675;  
(213) 926-6222

1. **YOU ARE ORDERED TO APPEAR AS A WITNESS** in this action at the date, time, and place shown in the box below **UNLESS** you make an agreement with the person named in item 2:

a. Date: 10/21/2022 Time: 9:00 A.M. ☒ Dept.:S23 ☐ Div.: ☐ Room:

b. Address: 247 West Third Street  
San Bernardino, CA 92415

2. IF YOU HAVE ANY QUESTIONS ABOUT THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE FOLLOWING PERSON BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:

- a. Name of subpoenaing party or attorney:  
Robert J. Spitz
- b. Telephone number:  
(909) 395-0909

3. **Witness Fees:** You are entitled to witness fees and mileage actually traveled both ways, as provided by law, if you request them at the time of service. You may request them before your scheduled appearance from the person named in item 2.

**DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.**

Date issued: 9/16/2022

Robert J. Spitz  
(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney for Plaintiff, Benjamin Seryani  
(TITLE)

## Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least 5 days before the date on which you are to appear. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Order*. (form MC-410) (Civil Code, § 54.8.)



(Proof of service on reverse)

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Form Adopted for Mandatory Use  
Judicial Council of California  
SUBP-001 [Rev. January 1, 2007]

**CIVIL SUBPOENA FOR PERSONAL  
APPEARANCE AT TRIAL OR HEARING**

Code of Civil Procedure, §§ 1985, 1986, 1987  
www.courtinfo.ca.gov

**CEB**  
ceb.com

Seryani, Benjamin

PLAINTIFF/PETITIONER: Benjamin Seryani, et. al.	CASE NUMBER: CIVDS1925212
DEFENDANT/RESPONDENT: The Holy See, et. al.	

**PROOF OF SERVICE OF CIVIL SUBPOENA  
FOR PERSONAL APPEARANCE AT TRIAL OR HEARING**

1. I served this *Civil Subpoena for Personal Appearance at Trial or Hearing* by personally delivering a copy to the person served as follows:
  - a. Person served (*name*): Margaret Romano
  - b. Address where served:
  - c. Date of delivery:
  - d. Time of delivery:
  - e. Witness fees (*check one*):
    - (1) ☐ were offered or demanded and paid. Amount:.....\$ \_\_\_\_\_
    - (2) ☐ were not demanded or paid.
  - f. Fee for service: .....\$ \_\_\_\_\_
2. I received this subpoena for service on (*date*):
3. Person serving:
  - a. ☐ Not a registered California process server.
  - b. ☐ California sheriff or marshal.
  - c. ☐ Registered California process server.
  - d. ☐ Employee or independent contractor of a registered California process server.
  - e. ☐ Exempt from registration under Business and Professions Code section 22350(b).
  - f. ☐ Registered professional photocopier.
  - g. ☐ Exempt from registration under Business and Professions Code section 22451.
  - h. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:

(For California sheriff or marshal use only)  
I certify that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

**ROBERT J. SPITZ**  
*Attorney at Law*  
204 N. San Antonio Avenue  
Ontario, California 91762  
(909) 395-0909  
Fax (909) 395-9535

**SPECIAL ON-CALL AGREEMENT**

I, Brad D. Sharp, hereby acknowledge that I have received a Subpoena to appear in San Bernardino Superior Court, 247 West Third Street, San Bernardino, CA, on October 7, 2022, at 9:00 a.m., in the case of Benjamin Seryani v. The Holy See, et al.; Case No. CIVDS1925212.

So that I don't have to appear on said date and remain in court until I am needed, I hereby promise to appear, without further Subpoena or Order from the Court, upon verbal notification from Attorney Robert J. Spitz or his representative, to the courtroom that I am told at the appointed time. I understand that Attorney Robert J. Spitz will attempt to give me notice with as much time as is possible, but I promise to appear within 2 hours after I am notified, unless otherwise advised, and I will remain available to Attorney Robert J. Spitz, by telephone, beginning on October 7, 2022 for this purpose. My cell phone is \_\_\_\_\_ and/or the telephone number where I can be reached is \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT \_\_\_\_\_, CA.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Penal code 1331.5. Any person who is subpoenaed to appear at a session of court, or at the trial of an issue therein, may, in lieu of appearance at the time specified in the subpoena, agree with the party at whose request the subpoena was issued, to appear at another time or upon such notice as may be agreed upon. Any failure to appear pursuant to such agreement may be punished as a contempt, and a subpoena shall so state. The facts establishing such agreement and the failure to appear may be shown by the affidavit of any person having personal knowledge of the facts and the court may grant such continuance as may be appropriate.

# EXHIBIT B



# LAW OFFICE OF ROSA M. C. CUMARE

---

## *Representing Nonprofits and Advising Management in Employment Matters*

790 East Colorado Boulevard  
Suite 900  
Pasadena, CA 91101

626.240.0657 telephone  
[rcumare@cumarelaw.com](mailto:rcumare@cumarelaw.com)  
[www.cumarelaw.com](http://www.cumarelaw.com)

---

October 8, 2022

By email at [TPLaw@aol.com](mailto:TPLaw@aol.com)

Robert J. Spitz, Esq.  
Law Office of Robert J. Spitz  
204 North San Antonio Avenue  
Ontario, CA 91762

**Re:** *Benjamin Seryani, et al., v. The Holy See, et. al.,*  
Case Number CIVDS1925212

Dear Mr. Spitz:

Bradley Sharp has informed me that your office served him with the attached subpoena to appear at a hearing in the San Bernardino Superior Court. The subpoena is defective in several ways. First, the date on the face page identifies Bradley Sharp and gives the hearing date as 10/21/2022. However, the proof of service page identifies the person served as Margaret Romano. Then, the on-call agreement you attached gives the date of the hearing as October 7, 2022. Given that Mr. Sharp did not appear yesterday, and your office did not contact him, one is left to surmise that the on-call agreement was incorrect. Therefore, we assume that the hearing date is October 21, 2022.

Please be advised that Mr. Sharp is not available to appear on October 21, 2022. On July 5, 2022, he registered to attend the National Conference of Bankruptcy Judges in Orlando, Florida. The conference runs from October 18-22, 2022. Copies of his registration confirmation and airline ticket are attached.

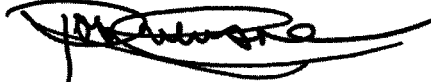
After I received the subpoena from Mr. Sharp, I contacted defense counsel in this matter because I was surprised that it was still pending in Judge Alvarez' court. They informed me that Judge Alvarez had ordered an evidentiary hearing with live testimony by the parties only. Mr. Sharp is not a party to this litigation. Hence, if you intend to enter into evidence any statements by Mr. Sharp, you should do so by using his deposition testimony.

In the event that you do intend to pursue live testimony by Mr. Sharp, I propose that (a) you continue the hearing to a date after his return from Florida, and (b) agree to abide by Judge Alvarez' prior order in this case limiting the scope of permitted questioning of Mr. Sharp. If you are agreeable, we can enter into a joint stipulation. If not, I shall be forced to make an ex parte motion to quash or, in the alternative, move for a protective order.

Robert J. Spitz, Esq  
October 8, 2022  
Page 2

Please call me as soon as possible to meet and confer. I am generally available on Monday, Wednesday or Friday and can be reached at 626-240-0657 or by email at [rcumare@cumarelaw.com](mailto:rcumare@cumarelaw.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Rosa M. C. Cumare', enclosed within a hand-drawn oval.

Rosa M. C. Cumare

RMCC: hs

Enclosures

Cc: David Colella, Esq.  
Michele Friend, Esq.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Robert J. Spitz, Esq.</b> 067643 Law Office of Robert J. Spitz 204 N. San Antonio Avenue Ontario, CA 91762 TELEPHONE NO. (909) 395-0909 FAX NO. (909) 395-9535 ATTORNEY FOR (Name): BENJAMIN SERYANI and SYNERGY SELECT ONE	FOR COURT USE ONLY
NAME OF COURT: Superior Court of California County of San Bernardino STREET ADDRESS: 247 West Third Street MAILING ADDRESS: 247 West Third Street CITY AND ZIP CODE: San Bernardino, CA 92415-0210 BRANCH NAME: Central District	
PLAINTIFF/PETITIONER: Benjamin Seryani, et. al.  DEFENDANT/RESPONDENT: The Holy See, et. al.	
CIVIL SUBPOENA For Personal Appearance at Trial or Hearing	
CASE NUMBER: CIVDS1925212	

**THE PEOPLE OF THE STATE OF CALIFORNIA, TO (name, address, and telephone number of witness, if known):**

 Bradley D. Sharp; 28321 Oceana Del Mar, San Juan Capistrano, CA 92675;  
 (213) 926-6222

1. **YOU ARE ORDERED TO APPEAR AS A WITNESS** in this action at the date, time, and place shown in the box below **UNLESS** you make an agreement with the person named in item 2:

a. Date: 10/21/2022	Time: 9:00 A.M.	<input checked="" type="checkbox"/> Dept.: S23	<input type="checkbox"/> Div.:	<input type="checkbox"/> Room:
b. Address: 247 West Third Street San Bernardino, CA 92415				

2. **IF YOU HAVE ANY QUESTIONS ABOUT THE TIME OR DATE FOR YOU TO APPEAR, OR IF YOU WANT TO BE CERTAIN THAT YOUR PRESENCE IS REQUIRED, CONTACT THE FOLLOWING PERSON BEFORE THE DATE ON WHICH YOU ARE TO APPEAR:**

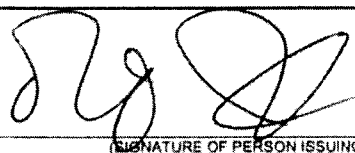
a. Name of subpoenaing party or attorney: Robert J. Spitz	b. Telephone number: (909) 395-0909
--	--

3. **Witness Fees:** You are entitled to witness fees and mileage actually traveled both ways, as provided by law, if you request them at the time of service. You may request them before your scheduled appearance from the person named in item 2.

**DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.**

Date issued: 9/16/2022

 Robert J. Spitz  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF PERSON ISSUING SUBPOENA)

 Attorney for Plaintiff, Benjamin Seryani  
 (TITLE)

**Requests for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least 5 days before the date on which you are to appear. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for Request for Accommodations by Persons With Disabilities and Order (form MC-410) (Civil Code, § 54.8.)



(Proof of service on reverse)

Page 1 of 2

PLAINTIFF/PETITIONER: Benjamin Seryani, et. al.	CASE NUMBER:
DEFENDANT/RESPONDENT: The Holy See, et. al.	CIVDS1925212

**PROOF OF SERVICE OF CIVIL SUBPOENA  
FOR PERSONAL APPEARANCE AT TRIAL OR HEARING**

1. I served this *Civil Subpoena for Personal Appearance at Trial or Hearing* by personally delivering a copy to the person served as follows:
  - a. Person served (*name*): Margaret Romano
  - b. Address where served:
  - c. Date of delivery:
  - d. Time of delivery:
  - e. Witness fees (*check one*):
    - (1) ☐ were offered or demanded  
and paid. Amount: .....\$ \_\_\_\_\_
    - (2) ☐ were not demanded or paid.
  - f. Fee for service: .....\$ \_\_\_\_\_
2. I received this subpoena for service on (*date*):
3. Person serving:
  - a. ☐ Not a registered California process server.
  - b. ☐ California sheriff or marshal.
  - c. ☐ Registered California process server.
  - d. ☐ Employee or independent contractor of a registered California process server.
  - e. ☐ Exempt from registration under Business and Professions Code section 22350(b).
  - f. ☐ Registered professional photocopier.
  - g. ☐ Exempt from registration under Business and Professions Code section 22451.
  - h. Name, address, telephone number, and, if applicable, county of registration and number:

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

Date:

(For California sheriff or marshal use only)  
I certify that the foregoing is true and correct.

Date:

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

**ROBERT J. SPITZ**

*Attorney at Law*

204 N. San Antonio Avenue  
Ontario, California 91762  
(909) 395-0909  
Fax (909) 395-9535

**SPECIAL ON-CALL AGREEMENT**

I, Brad D. Sharp, hereby acknowledge that I have received a Subpoena to appear in San Bernardino Superior Court, 247 West Third Street, San Bernardino, CA, on October 7, 2022, at 9:00 a.m., in the case of Benjamin Seryani v. The Holy See, et al.; Case No. CIVDS1925212.

So that I don't have to appear on said date and remain in court until I am needed, I hereby promise to appear, without further Subpoena or Order from the Court, upon verbal notification from Attorney Robert J. Spitz or his representative, to the courtroom that I am told at the appointed time. I understand that Attorney Robert J. Spitz will attempt to give me notice with as much time as is possible, but I promise to appear within 2 hours after I am notified, unless otherwise advised, and I will remain available to Attorney Robert J. Spitz, by telephone, beginning on October 7, 2022 for this purpose. My cell phone is \_\_\_\_\_ and/or the telephone number where I can be reached is \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 AT \_\_\_\_\_, CA.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Penal code 1331.5. Any person who is subpoenaed to appear at a session of court, or at the trial of an issue therein, may, in lieu of appearance at the time specified in the subpoena, agree with the party at whose request the subpoena was issued, to appear at another time or upon such notice as may be agreed upon. Any failure to appear pursuant to such agreement may be punished as a contempt, and a subpoena shall so state. The facts establishing such agreement and the failure to appear may be shown by the affidavit of any person having personal knowledge of the facts and the court may grant such continuance as may be appropriate.

**From:** American Airlines  
**To:** Bradley Sharp  
**Subject:** Your trip confirmation (SNA - MCO)  
**Date:** Tuesday, July 5, 2022 3:18:35 PM

---



Issued: July 5, 2022



## Your trip confirmation and receipt

### Record Locator: `

We charged :

for your ticket purchase.

You can check in via the American app 24 hours before your flight and get your mobile boarding pass. Get the app and save time at the airport.

Manage your trip

---

Tuesday, October 18, 2022

SNA

10:45 AM

Orange County

AA 2114



DFW

3:48 PM

Dallas/Fort Worth

Seat: 4B  
Class: Business (D)  
Meals: Lunch

---

DFW

4:44 PM

Dallas/Fort Worth

AA 2791



MCO

8:13 PM

Orlando

Seat: 5C  
Class: Business (D)  
Meals: Dinner

---

Saturday, October 22, 2022

MCO

DFW

11:00 AM



12:57 PM

Orlando

Dallas/Fort Worth

Seat: 5C  
Class: Business (D)  
Meals: Lunch

**AA 2025**

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DFW

SNA

2:40 PM



3:52 PM

Dallas/Fort Worth

Orange County

Seat: 4B  
Class: Business (D)  
Meals: Lunch

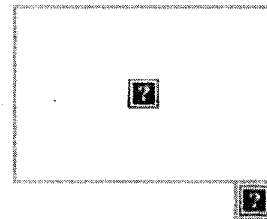
**AA 2659**

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---

**From:** Rebecca Meekma  
**To:** Bradley Sharp  
**Subject:** Your Registration Confirmation Number  
**Date:** Tuesday, July 5, 2022 1:14:04 PM

---

Dear Bradley Sharp,

Thank you for registering for NCBJ Annual Conference 2022. Your Registration Confirmation Number is

If you have questions, feel free to contact the event planner at [ncbj@ncbjmeeting.org](mailto:ncbj@ncbjmeeting.org)

To view info about the event and your Registration, click here:  
[https://www.cvent.com/d/rG7Jo1NHGEShVI\\_Mglhn7Q/c70h/P1/5S](https://www.cvent.com/d/rG7Jo1NHGEShVI_Mglhn7Q/c70h/P1/5S)

Having trouble with the link? Copy and paste the URL into your web browser.

National Conference of Bankruptcy Judges (NCBJ), 954 La Mirada Street, Laguna Beach, CA 92651



**EXHIBIT**

**C**



# Fax - History Log

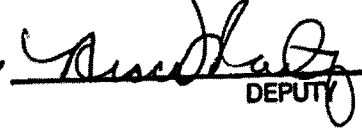
10/17/2022 10:40 PM PDT - Export Time

Start Time	Complete Time	Status	To Name	To Number	Cover Included
6:56 PM PDT, 10/12/2022	7:01 PM PDT, 10/12/2022	Delivered	Robert J. Spitz, Esq.	+1 (909) 395-9535	Yes
From Name	From Org Name	From Phone	From Fax	From Email	Total # of Pages
Rosa Cumare	Law Office of Rosa M. C. Cumare   790 E. Colorado Blvd., Ste. 900   Pasadena, CA 91101	+1 (626) 240-0657	+1 (626) 348-6440	rcumare@cumarelaw.com	9 Pages

# EXHIBIT D

MAR 29 2021

BY

  
DEPUTY

Superior Court of California  
County of San Bernardino  
247 W. Third Street, Dept. S23  
San Bernardino, CA 92415-0210

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO, SAN BERNARDINO DISTRICT

BENJAMIN SERYANI, et al,

Plaintiff,

Case No.: CIVDS1925212

v

THE HOLY SEE aka VATICAN CITY  
STATE (HS/VCS) aka VATICAN NATION,  
et al,

Defendants

**RULING ON PLAINTIFFS' MOTION TO  
COMPEL COMPLIANCE WITH  
DEPOSITION SUBPOENAS (4)**

This matter came before the court for a hearing on Plaintiff's Motion to Compel compliance with Deposition Subpoenas (4). The court has reviewed and considered the briefs of the parties as well as the arguments of counsel and issues its ruling as follows:

**PROCEDURAL/FACTUAL BACKGROUND**

At the core, this litigation is a contractual dispute. On August 23, 2019, Plaintiffs Benjamin Seryani aka Benjamin Semaan Siryani ("Seryani") and Synergy Select One, LLC ("Synergy") filed their Complaint against the following seventeen Defendants:

- The Holy See aka Vatican City State (HS/VCS) aka Vatican Nation ("Vatican");
- American University of Madaba, Inc. ["Madaba Inc."];
- American University of Madaba, Company ["Madaba Co."];
- American University of Madaba (esa American University of Madaba Campus, Board of Trustees) ["AUM"];
- Latin Patriarchate of Jerusalem ["LPJ"];
- Latin Patriarchal Vicariate Ecclesiastical Court ["Vicariate Court"];

- Vatican Foundation St. John the Baptist ["Vatican Foundation"];
- Mukawer Castle for Education Company ["Mukawer"];
- Honorable Judge Fr. Dr. Majdi Siryani ["Fr. Siryani"];
- His Beatitude Fouad Twal ["Twal"]
- His Excellency Archbishop Pierbattista Pizzaballa ["Archbishop Pizzaballa"];
- His Excellency Archbishop Bishara Maroun Lahham ["Archbishop Lahham"];
- His Excellency Archbishop William Shomali ["Archbishop Shomali"];
- His Excellency Archbishop Antonio Franco ["Archbishop Franco"];
- Cardinal Secretary of State His Eminence Pietro Parolin ["Cardinal Parolin"];
- The Archdiocese of San Bernardino (Doe 1) ["San Bernardino Archdiocese"]; and
- The Roman Catholic Archbishop of Los Angeles (Doe 2) (esa The Archdiocese of Los Angeles) ["Los Angeles Archbishop"].

The Complaint pleads nine causes of action: (1) fraud, (2) breach of contract, (3) breach of contract, (4) breach of contract, (5) breach of contract, (6) conversion, (7) money had and received, (8) unjust enrichment/quantum meruit, and (9) open book account.

Defendant Fr. Siryani defaulted.

Archbishop Pizzaballa has pending a Motion to Quash Service of the Summons since October 2019. Los Angeles Archbishop joined Archbishop Pizzaballa's Quash Motion on January 30, 2020, and is been pending since. Lastly, Defendants Madaba Inc., Madaba Co., AUM, LPJ, Vicariate Court, Mukawer, Twal, and Archbishop Shomali joined Archbishop Pizzaballa' Quash Motion when they filed their motion for relief from default on March 2, 2020, and, after their defaults were set aside, they refiled their joinder on July 14, 2020.

No answer, default, or dismissal is on file for Defendants Vatican, Vatican Foundation, Archbishop Lahham, Archbishop Franco, Cardinal Parolin, and San Bernardino Archdiocese.

The Complaint alleges Fr. Siryani contacted Seryani on him becoming involved in managing a hotel planned for construction in Jordan under Vatican funding. Fr. Siryani arranged for Seryani to meet with Twal to discuss his involvement. Yet after the hotel

1 project was tabled, Twal offered Seryani an opportunity to promote AUM, a fully  
2 accredited and funded university in Jordan. He was offered the role of administrator.  
3 In reliance on the offer, Seryani formed Synergy. They were then contracted to  
4 oversee AUM and provide food and bus services for students and employees. But in the  
5 course of the operation, Seryani realized the financial straits of AUM. Twal promised  
6 funds would be provided from the Vatican (§§2, 30-36). Two years after accepting the  
7 administrator position, Seryani discovered the school's purpose was to launder money.  
8 When he refused to participate, his long-term contracts were suspended and his  
9 property confiscated in Jordan (§§38-39, 41, 44.)

10 At the original hearing on Archbishop Pizzaballa's Quash Motion, Plaintiff was  
11 provided the opportunity to conduct discovery to establish jurisdiction in California over  
12 him (and the other named Defendants). In conjunction with obtaining discovery to  
13 establish general and/or specific jurisdiction, Plaintiffs served Deposition Subpoenas for  
14 Personal Appearance and Document Production on (1) Margaret Romano (lay leader of  
15 Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem  
16 ["Western Lieutenancy"], (2) Bradley D. Sharp (treasurer for Western Lieutenancy), (3)  
17 Person Most Knowledgeable (PMK) of Western Lieutenancy, and (4) Custodian of  
18 Record of Western Lieutenancy. Each subpoena sought production of 8 categories of  
19 documents covering January 1, 2010, to present, but at-issue is only 2 of the demands:

- 20 1. All documents showing all transfers of money into or out of all bank  
21 checking and saving accounts, securities, and other financial  
22 investments accounts, and any other account where the Equestrian  
23 Order of the Holy Sepulchre of Jerusalem, Western Lieutenancy, holds  
24 money or other financial assets.
- 25 3. All documents and records of the Equestrian Order of the Holy  
26 Sepulchre of Jerusalem, Western Lieutenancy, reflecting transfers of  
27 money to or from any of the following individuals or entities: [list of 18  
28 entities or individuals].

(Spitz Decl. at ¶1, Exh. 1.)<sup>1</sup>

---

<sup>1</sup> Attorney Spitz filed identical declarations with each Compel Compliance Motion. As they are identical, a reference to one is a reference to the others.

1 After no appearance or document production for the November 19, 2020,  
2 depositions, Plaintiffs Seryani and Synergy moved to compel compliance. Deponents  
3 Romano, Sharp, and Western Lieutenancy oppose. Plaintiffs Seryani and Synergy reply.

#### 4 **DISCUSSION**

##### 5 **Statement of the Law**

6 Code of Civil Procedure section 1987.1, subdivision (a) states:

7 If a subpoena requires the attendance of a witness or the production of  
8 books, documents, or other things before a court, or at the trial of an  
9 issue therein, or at the taking of a deposition, the court, upon motion  
10 reasonably made by any person described in subdivision (b), or upon the  
11 court's own motion after giving counsel notice and an opportunity to be  
12 heard, may make an order quashing the subpoena entirely, modifying it,  
13 or directing compliance with it upon those terms or conditions as the court  
14 shall declare, including protective orders. In addition, the court may make  
15 any other order as may be appropriate to protect the person from  
16 unreasonable or oppressive demands, including unreasonable violation of  
17 the right of privacy of the person.

18 A party, witness, consumer, employee, or person whose personal identifying  
19 information is sought may bring the motion. (Code of Civ. Proc., §1987.1, subd. (b).)  
20 This code provision applies to Deposition Subpoenas issued per Code of Civil Procedure  
21 section 2020.010, et seq. (Code of Civ. Proc., §2020.030.)

22 The Court, in its discretion, may award the amount of the reasonable expenses,  
23 including attorney fees, incurred in making or opposing a motion to compel compliance,  
24 if the Court finds that the motion was made or opposed in bad faith or without  
25 substantial justification or that one or more requirements of the subpoena were  
26 oppressive. (Code Civ. Proc., §1987.2, subd. (a).)

##### 27 **Objections**

28 With the Oppositions, Deponents served objections to Plaintiff Seryani's  
Declarations.<sup>2</sup> After reviewing the general and specific objections, OVERRULE.

---

<sup>2</sup> Plaintiff Seryani filed identical declarations with each Compel Compliance Motion. As they are identical, a reference to one is a reference to the others.

1 **Analysis**

2 On a procedural note, in opposing, Deponents raise the subpoenas issued failed  
3 to comply with Code of Civil Procedure section 2020.310, subdivision (c) and (d), i.e.,  
4 disclose the depositions will be recorded using video technology and the testimony will  
5 be conducted using visual display when intended for the deposition to commence via  
6 Zoom. Subdivision (c) concerns one videotaping a deposition. A Zoom appearance is  
7 not the same as videotaping. But appearing through a video appearance is having the  
8 deposition testimony conducted "using instant visual display." Thus, the Deposition  
9 Subpoena needed to disclose that. Yet the resolution is any ordered deposition is to be  
10 in-person as noticed.

11 Turning to the crux of the matter, Plaintiffs raise the testimony and records  
12 sought are relevant and necessary in establishing California has personal jurisdiction  
13 over the Defendants. Defendant LPJ, which operated AUM, is partly funded by  
14 California non-profit organizations related to the Catholic Church affiliated Defendants.  
15 Based on his time with AUM, Seryani learned funds to operate AUM from LPJ arrived  
16 from the Equestrian Order of the Holy Sepulchre of Jerusalem ("Equestrian Order").  
17 (Seryani Decl.) Western Lieutenancy is affiliated with the Equestrian Order. Money it  
18 receives from its members as charitable donations and sacrificial offerings are provided  
19 to the administrative body of the Equestrian Order. Western Lieutenancy does not  
20 transfer funds directly to LPJ or any other recipient or beneficiary. (Romano Decl. at  
21 ¶¶2, 7; Sharp Decl. at ¶¶3, 7.)

22 Deponents objected to sitting for their depositions and producing the documents  
23 within categories 1 and 3 on grounds overbroad, irrelevant, infringes on their  
24 Constitutional freedom of religion and association, and privacy.

25 *First*, under the 14<sup>th</sup> Amendment of the U.S. Constitution, states are bound by  
26 the 1<sup>st</sup> Amendment of the U.S. Constitution's infringement of a religious organization's  
27 free exercise of their religion and right to associate. (*New v. Kroeger* (2008) 167  
28 Cal.App.4th 800, 815; *Church of Hakeem, Inc. v. Superior Court (Carter)* (1980) 110  
Cal.App.3d 384, 387-88.) However, asking for information and/or records of financial



1 connection of organizations, not members, to show jurisdiction is not interfering with  
2 Western Lieutenancy exercising its religious beliefs or interfering with its members from  
3 associating with each other.

4       *Second*, Deponents challenge the relevancy of the records and testimonies.  
5 They contend nothing produced or testified about will show the Defendants contact  
6 with Western Lieutenancy, if any, is related to the controversies in this litigation.

7       California can exercise personal jurisdiction of an out-of-state defendant as long  
8 as the defendant has "minimum contact" with the forum state and such "does not  
9 offend traditional notions of fair play and substantial justice." (*International Shoe Co. v.*  
10 *Washington* (1945) 326 U.S. 310, 316.) Furthermore, jurisdiction can only be exercised  
11 as long as such is consistent with the state and federal Constitutions. (Code Civ. Proc.,  
12 §410.10.)

13       California recognizes two types of jurisdiction – general and specific (limited).  
14 (*Integral Development Corp. v. Helmut Weissenbach* (2002) 99 Cal.App.4th 576, 583  
15 [*"Integral"*].) General jurisdiction is established by the defendant's substantial,  
16 continuous, and systematic contacts and activities within the forum state; specific  
17 jurisdiction is based upon the particular acts of the defendant, which directly give rise to  
18 the cause of action. (*In re Automobile Antitrust Cases I and II* (2005) 135 Cal.App.4th  
19 100, 108-09; *Integral, supra*, 99 Cal.App.4th at pp. 583-84.) The Courts apply a stream  
20 of commerce test in determining whether specific jurisdiction exists over a non-resident  
21 defendant:

22       (1) The defendant must have purposefully availed itself of the privilege of  
23 conducting activities in California, thus invoking the benefits and  
24 protections of California's laws;

25       (2) The underlying dispute must be substantially connected to or arise out  
26 of the defendant's contacts with California; and

27       (3) The Court must be satisfied that an exercise of jurisdiction would be  
28 reasonable and fair, and consistent with the notions of fair play and  
substantial justice (i.e., Due Process is satisfied).

(*In re Automobile Antitrust Cases, supra*, 135 Cal.App.4th at p. 115.)

1 Although Deponents contend any record or testimony they produce will offer no  
2 assistance, such is their belief. This is not a motion to determine if the information or  
3 records produced will establish jurisdiction. The question is whether the information or  
4 records are admissible on the issue or could lead to admissible evidence on the issue.  
5 It cannot be said that if Plaintiffs connect money from a California non-profit to another  
6 organization that then funded Defendant LPJ who funded AUM such will not assist in  
7 creating a conclusion some or all of the Defendants availed themselves of California's  
8 jurisdiction.

9 Third, generally, the right of privacy lies with individuals. (*SCC Acquisitions, Inc.*  
10 *v. Superior Court* (2015) 243 Cal.App.4th 741, 756; *Hecht, Solberg, Robinson, Goldberg*  
11 *& Bagley LLP v. Superior Court* (2006) 137 Cal.App.4th 579, 594 [*"Hecht"*]; *Ameri-*  
12 *Medical Corp. v. Workers' Comp. Appeals Bd.* (1996) 42 Cal.App.4th 1260, 1288  
13 [*"Ameri-Medical"*]; *Roberts v. Gulf Oil Corp.* (1983) 147 Cal.App.3d 770, 795.)  
14 Nevertheless, a business entity does retain a privacy interest in its financial information.  
15 (*Hecht, supra*, 137 Cal.App.4th at p. 594; *Ameri-Medical, supra*, 42 Cal.App.4th at p.  
16 1288.)

17 Furthermore, individual members of Western Lieutenancy maintain a right of  
18 privacy, including their association with Western Lieutenancy. But Plaintiffs had made  
19 clear in the meet and confers that names of individual members or individuals can be  
20 redacted from any produced records and information on the identity of the members  
21 will not be requested during the deposition (and of course, if the question was asked in  
22 that regard, the Deponents attorney could object and instruct her client to not answer  
23 the question).

24 When discovery seeks information implicating the constitutional right of privacy,  
25 the standard of review will depend on the seriousness of the invasion:

26 A "compelling interest" is still required to justify "an obvious invasion of an  
27 interest fundamental to personal autonomy." But whenever lesser  
28 interests are at stake, the more nuanced framework discussed above  
applies, with the strength of the countervailing interest sufficient to  
warrant disclosure of private information varying according to the strength  
of the privacy interest itself, the seriousness of the invasion, and the

availability of alternatives and protective measures. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 552 [Citations omitted].)

Here, whether you apply the compelling interest or general balancing test, the necessity for the production of financial records is not demonstrated to be warranted when alternative, less intrusive means exists, i.e., deposing Western Lieutenancy's PMK and/or Romano and Sharp to ascertain the relevant information Plaintiffs are seeking, i.e., that California residents donated money to Western Lieutenancy who then funneled the donations to Equestrian Order. In both Romano and Sharp's declarations submitted in opposing the motions herein, they almost provide the relevant information. Both attest that Western Lieutenancy is affiliated with Equestrian Order and the money it receives is given to Equestrian Order who then uses the funds to provide to ultimate recipients and beneficiaries supporting activities in the Holy Land. (Romano Decl. at ¶12; Sharp Decl. at ¶13.) The only thing truly missing is the clarification that some of the money it receives is from California residents.

Based on the foregoing, GRANT in part and DENY in part, Plaintiffs' Motions to Compel Compliance, i.e., deny the motions as to ordering production of any documents sought within the subpoenas without prejudice but ordering Deponents Romano, Sharp, and Western Lieutenancy's PMK to appear and testify at an in-person deposition (unless stipulated otherwise) in the next 30-days to answer questions limited to whether non-identified California residents donate money to Western Lieutenancy that is then paid, delivered, or transferred to any of the named Defendants in this litigation or Equestrian Order.

**Sanctions.** Under each Motion, Plaintiffs sought sanctions against each Deponent for the same amount. As the motions are denied in part and granted in part, sanctions are not justified.

## DISPOSITION

(1) **DENY Plaintiffs Seryani and Synergy's Motion to Compel Compliance with the Deposition Subpoena issued to Western Lieutenancy's Custodian of Record:**

(2) GRANT in part and DENY in part Plaintiffs Seryani and Synergy's Motion to Compel Compliance with Deposition Subpoena to Margaret Romano: (a) ORDER

1 Deponent Romano to sit in-person for her deposition in the next 30-days with her  
2 deposition limited to responding to inquiries on whether non-identified California  
3 residents donated money to Western Lieutenancy that is then paid, delivered, or  
4 transferred to any of the named Defendants in this litigation or Equestrian Order of the  
5 Holy Sepulchre of Jerusalem but (b) none of the subpoenaed records need to be  
6 produced;


7 (3) GRANT in part and DENY in part Plaintiffs Seryani and Synergy's Motion to  
8 Compel Compliance with Deposition Subpoena to Bradley Sharp: (a) ORDER Deponent  
9 Sharp to sit in-person for his deposition in the next 30-days with his deposition limited  
10 to responding to inquiries on whether non-identified California residents donated money  
11 to Western Lieutenancy that is then paid, delivered, or transferred to any of the named  
12 Defendants in this litigation or Equestrian Order of the Holy Sepulchre of Jerusalem but  
13 (b) none of the subpoenaed records need to be produced;

14 (4) GRANT in part and DENY in part Plaintiffs Seryani and Synergy's Motion to  
15 Compel Compliance with Deposition Subpoena to Western Lieutenancy's PMK: (a)  
16 ORDER the PMK to sit in-person for her deposition in the next 30-days with her  
17 deposition limited to responding to inquiries on whether non-identified California  
18 residents donated money to Western Lieutenancy that is then paid, delivered, or  
19 transferred to any of the named Defendants in this litigation or Equestrian Order of the  
20 Holy Sepulchre of Jerusalem but (b) none of the subpoenaed records need to be  
21 produced;

22 (5) DENY Plaintiffs Seryani and Synergy's request for sanctions under each  
23 Motion; and

24 (6) OVERRULE Deponents evidentiary sanctions.

25 Dated this 25 day of March, 2021

26  
27  
28  
  
DONALD ALVAREZ  
Judge of the Superior Court

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN BERNARDINO**

**SAN BERNARDINO DISTRICT, CIVIL DIVISION**

**TITLE OF CASE (ABBREVIATED):** In the Matter of

**BENJAMIN SERYANI et al., v. THE HOLY SEE et al,**

**CASE NUMBER:** CIVDS1925212

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**DECLARATION OF SERVICE BY MAIL**

My business address is: San Bernardino Superior Court, 247 West Third Street, San Bernardino, California 92415.

I hereby declare that I am a citizen of the United States, over the age of 18, employed in the above-named county, and not a party to nor interested in this proceeding. On March 30, 2021, I deposited in the United States mail at San Bernardino, California, a sealed envelope (postage prepaid) which contained a true copy of the attached:

**NAME OF DOCUMENT:**

**RULING ON PLAINTIFF'S MOTION TO COMPEL COMPLAINEE WITH  
DEPOSITION SUBPOENAS (4)**

**Name and Address of Persons Served:**

**LAW OFFICES OF ROBERT J. SPITZ**  
204 North San Antonio Avenue  
Ontario, CA 91761

**CLARK & TREVITHICK**  
445 South Figueroa Street, 18<sup>th</sup> Floor  
Los Angeles, CA 90071

**FULLERTON, LEMANN, SCHAEFER &  
DOMINICK, LLP**  
215 North D Street, First Floor  
San Bernardino, CA 92401-1712

**LAW OFFICE OF ROSA M.C. CUMARE**  
790 East Colorado Blvd., Suite 790  
Pasadena, CA 91101

At the time of mailing this notice there was regular communication between the place of mailing and the place(s) to which this notice was addressed.

I declare under penalty of perjury the foregoing to be true and correct.

**DATED:** March 30, 2021

by   
Nicci Martinez  
Administrative Assistant II

## EXHIBIT 9



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**personal**

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**From** His Beatitude Fouad Twal <fbt@lpj.org>

**Date** Thu 8/13/2015 9:54 AM

**To** BENJAMIN SERyani <seryani@msn.com>

Dear Benjamin, I just received an e-Mail from Bishop Antonio Franco saying: - the decision to give you the sum of 500.000 ( half million dollars) I asked for you is taken and approved, but it will take some days, because in Rome, in August, many institutions are closed and people are in Holidays...No problem. We pray and we wait. We are ready for all circumstances..

PS: We are using our new mail account [fbt@lpj.org](mailto:fbt@lpj.org)

# EXHIBIT 10



Apostolic Administrator of the Latin Patriarchate of Jerusalem Most Rev. Pierbattista Pizzaballa addressed the following Letter to the Diocese on March 3, 2017:

“We have this treasure in earthen vessels”  
(2 Corinthians 4:7)

Dear brother bishops and priests,

Dear brothers and sisters, faithful in all our parishes and religious communities,

“Lent is a new beginning, a path leading to the certain goal of Easter, Christ’s victory over death. This season urgently calls us to conversion. Christians are asked to return to God “with all their hearts” (Joel 2:12), to refuse to settle for mediocrity and to grow in friendship with the Lord. Jesus is the faithful friend who never abandons us.” With these powerful words, Pope Francis begins his letter to the faithful on the occasion of Lent.

Since July 15, 2016, I have been at the helm of the diocese as the Apostolic Administrator. I have spent these past months learning, rooting myself in what is now our shared reality: the life of our Latin Patriarchate. For the past 170 years this Patriarchate has played and still plays an important role in the life of the Christians in the Holy Land. Our parishes, schools and many other institutions have contributed much to the life of the Christians in these lands and have strengthened our witness to Christ and his Resurrection from the dead. However, we all know that the naming of an Apostolic Administrator, someone from outside the Patriarchate clergy, was an unexpected decision, and it came as a surprise shock to many. It led to the conclusion that all is not well. Indeed, mistakes have been made and wrong decisions have been made which have affected the life of the Patriarchate, financially and administratively, mainly concerning the American University of Madaba. We had failed in some important areas, perhaps not focused enough on our primary mission: preaching the Gospel and dedicate ourselves to the pastoral activities.

Since last July, I have been meeting the bishops, priests, religious and lay faithful, and visiting many parts of the diocese. I have discovered much that is positive, encouraging and hopeful, but I have also noted that we have problems, a crisis that threatens our home, problems that led to me being named Administrator until a new Patriarch can be named, situations that we must face with honesty, courage, determination, brotherly love and, of course, with a strong faith in the Lord who is guiding us. A crisis, in fact, can be a place for death, but it can be, with help of the Holy Spirit, a place for a new life, for a rebirth in the Spirit, a place of resurrection. That is our commitment, our hope and our prayer.

I would like to share with you my joy this Lenten season that we, at the Latin Patriarchate of Jerusalem, have indeed begun this journey in a very meaningful way. On the eve of Ash Wednesday, the beginning of Lent, I decided to convene a gathering of all the diocesan priests of the Latin Patriarchate. I felt I was ready to start sharing with the priests some of

my insights during these past months and to listen carefully to their suggestions and opinions. The priests convened on Monday, February 27 and Tuesday, February 28, in the House of the Visitation of the Sisters of the Rosary in Fuheis, Jordan. We focused mainly on the following topics: the life of the Latin Patriarchate with special attention to the priests, their life and their pastoral activity; the financial problems and their possible solution; the preparation of internal bylaws for our administration.

I can assure you that you, beloved brothers and sisters, faithful in all our parishes, you were very present, in a way or another, in all our discussions and exchanges, with your difficulties, your sufferings and your hopes.

A first joy was that the bishops and all the priests who were able to come indeed came, young and old, from Jordan, Palestine, Israel and even from the Gulf. They came eager to learn, to listen, also to speak and we spent two days together in deep and meaningful discussion about our beloved Patriarchate, about our vocation and mission but also about the mistakes that have led us to a critical situation, mainly financial.

A second joy was to see that those gathered were committed to working through these problems, willing to face honestly the reality and ready to engage wholeheartedly in the necessary steps to set us back on the right path. It was moving to hear one priest, who spoke out loud and clear, saying: "The time has come to acknowledge our responsibility, each one of us, and to commit ourselves to a new beginning". Another pointed out: "We need to discover how to transform this painful reality into a grace". I think he meant the grace of "new beginnings", the promise of Resurrection beyond the passion and death that many of us are living right now. We have much to do. Now is the time to begin the work of reform, reconstruction and renewal in certain sectors of our administration, but not only. Among other conclusions, in fact, we decided to focus even more on our pastoral activities and to open, for instance, new diocesan offices for the pastoral work, which will coordinate and unify our pastoral service to the community.

Although as Apostolic Administrator I have been granted the authority to change certain financial and administrative realities, I am also aware that if we do not work together, our Patriarchate will not be restored to good health. It is not the first time we have to face serious problems in our history and in the past we could always overcome the difficulties with the help of God. Today, after two days with our bishops and priests, I come away full of hope. The way in front of us will be undoubtedly difficult, the challenges great and the obstacles big. These two days, however, convinced me that if we work together, focusing on our mission to serve Christ in His Church, we will overcome also this moment. I felt that our bishops and priests were ready to "fight the good fight" and go forward with courage, difficult as the way might be. Thanks to the Lord and to your good will, I begin Lent with a sense of relief, of deep gratitude and with renewed energy that I want to share with you all.

At the end of our meeting, the priests asked to share with all of you, with transparency, our actual difficulties, that are anyway already known, but at the same time also to let you know our determination to solve all this, with the help of God and the full commitment of all of us.

I ask you all to pray during Lent that we may indeed work together, bishops, priests, religious men and women, lay men and women, youth and aged ones. Like “apostolic life” of the earliest community of believers in Jerusalem, we too must be “of one heart and soul” (Acts 4:32), confident that what the Lord began 170 years ago, He will continue to sustain and support.

Indeed, Lent is a journey of conversion. We, bishops and priests in the Patriarchate, are among the sinners who implore God’s mercy and beg for the grace of conversion. Our mistakes and wrong judgments are clearly set before our eyes, like the repenting Psalmist (Ps 51 (50): 5) says. We must admit that we are like cracked and broken clay vessels. We were entrusted with much but in our human fragility, we allowed much to be wasted. Yet we know that the Lord uses vessels that are fragile and providential tools in His plan of salvation. Saint Paul puts it well: “ For God, who commanded the light to shine out of darkness, has shone in our hearts, to give the light of the knowledge of the glory of God in the face of Jesus Christ. But we have this treasure in earthen vessels, that the excellency of the power may be of God, and not of us. We are troubled on every side, yet not distressed; we are perplexed, but not in despair” (2 Corinthians 4:6-8). We can be certain that the treasure we have been charged with will shine through even though we are earthen vessels.

Brothers and sisters, united in prayer this Lent, we set our face to follow the Lord to Jerusalem. Yes, the way will be a hard one but let me share with you my confidence that if we persevere with Him, we will emerge in the light of His Resurrection!

May the Lord bless you all in this Lenten journey!


Jerusalem, 3 March 2017

+ Pierbattista Pizzaballa

Apostolic Administrator


Sat, 03/04/2017 - 14:26

EXHIBIT 11A

 <p>QUEEN OF PEACE FOUNDATION C/O/ REV JOHNSON 9317 CACTUS WOOD DR. LAS VEGAS NV 89134-8910</p>		<p>638</p> <p>ATLANTA BRANCH</p>	<p>22</p>
<p>PAY TO THE ORDER OF</p> <p><i>Latin Patriarchate of Jerusalem</i></p>		<p>DATE <i>8/29/11</i></p>	<p>64-1278/611</p>
<p><i>Five Thousand and no/100</i></p>		<p>\$ - 500.00</p>	<p>DOLLARS</p>
<p>FRANKLIN MONEY FUND PAYABLE THROUGH BANK OF AMERICA, N.A. ATLANTA, DEKALB COUNTY, GEORGIA</p>		<p>NOT VALID FOR LESS THAN \$500.00</p>	
<p>MEMO <i>St. Joseph's School: Bethlehem</i></p>		<p>2X DR <i>St. Johnson</i></p>	
<p><i>Elvira Garcia</i></p>		<p><i>Elvira Garcia</i></p>	
<p>⑈ 2122719022⑈ ⑆061112788⑆ 329 901 8111⑈</p>			


<p>FEDERAL RESERVE BOARD OF GOVERNORS REG. CC</p>	<p>638</p> <p>Pay to the order of any Bank Banker or Trust Company</p>	<p>Prior endorsements guaranteed MERCANTILE DISCOUNT BANK LTD</p>	<p>DO NOT WRITE STAMP OR SIGN BELOW THIS LINE RESERVED FOR FINANCIAL INSTITUTION USE *</p>	<p>ENDORSE HERE</p> <p><i>St. Humar</i></p>
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No	2122719022	No	09/12/2011 11100350014501	3299018111	500.00

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PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		DATE <u>8/29/11</u>	
<u>One Thousand Five Hundred and no/100</u>		<u>\$ -1,500.00</u>	
<b>FRANKLIN MONEY FUND</b> PAYABLE THROUGH BANK OF AMERICA, N.A. ATLANTA, DEKALB COUNTY, GEORGIA		NOT VALID FOR LESS THAN \$500.00	
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No	2122719023	No	09/12/2011 11100350014501	3299018111	1500.00

 <b>QUEEN OF PEACE FOUNDATION</b> C/O/ REV JOHNSON 9317 CACTUS WOOD DR. LAS VEGAS NV 89134-8910		<b>28</b>
PAY TO THE ORDER OF <u>The Latin Patriarchate of Jerusalem</u>		DATE <u>August 22, 2012</u> 64-1278/611
<u>Six Hundred and no/100</u>		\$ - 600.00 - DOLLARS
<b>FRANKLIN MONEY FUND</b> PAYABLE THROUGH BANK OF AMERICA, N.A. ATLANTA, DEKALB COUNTY, GEORGIA		NOT VALID FOR LESS THAN \$500.00
MEMO <u>St. Joseph School Bethlehem</u>		2X DR <u>Glenn P. Canady, Pastor</u>
⑈ 2122719028 ⑈ ⑆0611127881⑆ 329 901 8111 ⑈		

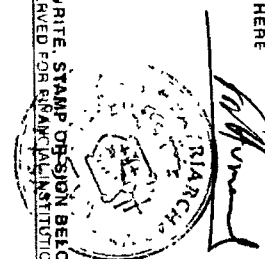
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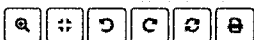
 <p>QUEEN OF PEACE FOUNDATION C/O/ REV JOHNSON 9317 CACTUS WOOD DR LAS VEGAS NV 89134-8910</p>		<p>638</p> <p>BRANCH</p>	<p>29</p>
<p>PAY TO THE ORDER OF</p>		<p>DATE <u>August 22, 2012</u></p>	<p>64-1278/611</p>
<p><u>The Latin Patriarchate of Jerusalem</u></p>		<p>\$ <u>1,500.00</u></p>	<p>-</p>
<p><u>One Thousand Five Hundred and no/100</u></p>		<p>DOLLARS</p>	
<p>FRANKLIN MONEY FUND PAYABLE THROUGH BANK OF AMERICA, N.A. ATLANTA, DEKALB COUNTY, GEORGIA</p>		<p>NOT VALID FOR LESS THAN \$500.00</p>	
<p>MEMO <u>St. Joseph School Ramallah</u></p>		<p>2X DR <u>Olivia V. Calabaz - Garcia</u></p>	
<p>⑈ 2122719029 ⑈ ⑈ 0611127881 ⑈ 329 901 8111 ⑈</p>			


<p>* FEDERAL RESERVE BOARD OF GOVERNORS REG CC</p>	<p>DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RESERVED FOR BANK OF AMERICA INSTITUTION USE *</p>	<p>ENDORSE HERE</p>
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**FRANKLIN TEMPLETON INVESTMENTS**

DATE Sept. 9, 2014

PAY TO THE ORDER OF Latin Patriarchate of Jerusalem

\$ 7500.00

Seven Thousand and Five Hundred Only <sup>NO</sup> ~~Cents~~

DOLLARS

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 WARSAW, MO

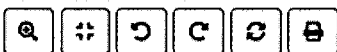
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1X DR Rev. Johnson

MEMO Fly Family Church - Gaza

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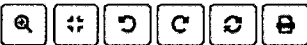
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	QUEEN OF PEACE FOUNDATION C/O REV. JOHNSON 8917 CACTUS WOOD DR LAS VEGAS NV 89134-8910	#58029025	29
DATE 06/01/2016		00-1986-1013	
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		\$ 15,000.00	
<u>Fifteen Thousand Dollars only</u>		DOLLARS	
FRANKLIN MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500 OR DO NOT USE FOR ACH	
MEMO <u>Angela Ophirine</u>		1X DR <u>[Signature]</u>	
⑈000029⑈ ⑆101218856⑆15202122719029⑈			

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*FEDERAL RESERVE NOTE*		Seq: 119 Dep: 003517 Date: 07/04/16	For Deposit Only to Landesbank Hessen + Rhein- land Sparkasse Hesse Thuninger Deposited by <u>[Signature]</u>
PAY TO THE ORDER OF ANY BANK DRAWER OR TRUST COMPANY PRIOR AND/OR MISSING ENDORSEMENTS GUARANTEED WIRTSCHAFTSBANK AG Postfach 10 36 90 D-30559 Hannover Germany		01. Juli 2016	Landesbank Hessen + Rhein- land Sparkasse Hesse Thuninger Ciroz

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<b>QUEEN OF PEACE FOUNDATION</b> CAO REV JOHNSON 1817 CACTUS WOOD DR LAS VEGAS NV 89134-8919		31
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u> <u>One Thousand Dollars only</u>		DATE <u>07/27/2016</u> \$ <u>1000</u> DOLLARS <input checked="" type="checkbox"/>
FRANKLIN MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO PAX-7 Funes: Morken Delabre		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X DR <u>[Signature]</u>
⑆00003⑆ ⑆01218856⑆1520212271903⑆		

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PAX-7 [Signature] 05 Okt 2016 PAY TO THE ORDER OF ANY BANK BANKER OR TRUST COMPANY PRIOR AND/OR MISSING ENDORSEMENTS GUARANTEED <b>DZ BANK AG</b> Deutsche Zentrale für Giroverkehr Postfach 10 55 86-46001 Düsseldorf	Seq: 118 Dep: 003684 Date: 10/14/16	For Deposit Only to Landesbank Hessen- Thüringen Giroz Thuenhgen Deposited by  03.10.2016 10:00:00
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<b>QUEEN OF PEACE FOUNDATION</b> C/O REV JOHNSON 8517 CACTUS WOOD DR LAS VEGAS NV 89134-8910		33
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u> <u>Seven Hundred and Twenty Dollars only.</u>		DATE <u>07/21/2016</u> 80-1885/1012 \$ <u>730.00</u> DOLLARS
FRANKLIN MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X DR
MEMO <u>Nicholas Nassim - Beit Jala</u>		<u>[Signature]</u>
⑆000033⑆ ⑆10⑆2⑆8856⑆15202122719033⑆		

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Seq: 120 Dep: 003684 Date: 10/14/16	<b>Pax-Bank AG</b> 05. Okt. 2016 [Signature]	For Deposit Only to Landesbank Saar Landeshauptstadt Saarbrücken Trueninghausstr. 1 66111 Saarbrücken Deposited
PAY TO THE ORDER OF ANY BANK BANKER FOR TRUST COMPANY PROHIBITOR MISSING ENDORSEMENT'S GUARANTEED <b>DZ BANK AG</b> Deutsche Zentral-Genossenschaftsbank Postfach 101552, 50001 Düsseldorf		

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 FRANKLIN TEMPLETON INVESTMENTS	QUEEN OF PEACE FOUNDATION C/O REV JOHNSON 9317 CACTUS WOOD DR LAS VEGAS NV 89134-8010	34
DATE <u>8/22/2016</u>		90-1885/1012
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		\$ <u>1000</u> <sup>W</sup>
<u>One thousand dollars only</u>		DOLLARS <input checked="" type="checkbox"/> <sup>W</sup>
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MEMO <u>Mafrey</u>		1X DR <u>[Signature]</u>
#000034# 10121885615202122719034		

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 Pax-Bank AG Postfach 10 70 82 - 40001 Düsseldorf	PAY TO THE ORDER OF ANY BANK BANKER OR TRUST COMPANY PRIOR AND/OR MISSING ENDORSEMENTS GUARANTEED	Seq: 121 Dep: 003684 Date: 10/14/16
<u>05 Okt. 2016</u>		 Landesbank Heesse Landesbank Heesse Thüringen Deposited

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<b>QUEEN OF PEACE FOUNDATION</b> C/O REV JOHNSON 8317 CACTUS WOOD DR LAS VEGAS NV 89134-8910		35
DATE <u>9/27/2016</u>		80-1886/1012
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		\$ <u>2000.-</u>
<u>Two Thousand Dollars only</u>		DOLLARS <input checked="" type="checkbox"/>
FRANKLIN MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X DR
MEMO <u>To Baba Stephan - Scholarship</u>		<u>To [Signature]</u>
⑆000035⑆ ⑆101218856⑆15202122719035⑆		

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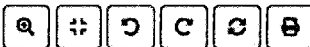
Seq: 119 Dep: 003684 Date: 10/14/16	05. Okt. 2016 	Deposit Only to Landesbank Hessen Lande-Bank Thuerfingen Deposited by 
PAY TO THE ORDER OF ANY BANK BANKER OR TRUST COMPANY PRIOR AND/OR MISSING ENDORSEMENTS GUARANTEED <b>DZ BANK AG</b> Deutsche Zentral-Genossenschaftsbank Postfach 107032 - 40001 Düsseldorf		

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<b>QUEEN OF PEACE FOUNDATION</b> 1300 JUNIPERO SERRA BLVD SAN FRANCISCO CA 94132-2913		42
DATE <u>October 1, 2016</u>		80-1006/1012
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		\$ <u>70,000.00</u>
<u>Seventy Thousand Dollars only</u>		DOLLARS
FRANKLIN MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X DR
memo <u>University of Madaba - Leadership Project</u>		
⑆000042⑆ ⑆101218856⑆15202122719042⑆		

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Seq: 25 Dep: 003730 Date: 11/10/16  <b>09. NOV. 2016</b>		Deposit only to Landesbank Hessen- Thuringen Giroz Depotschlusssystem
PAY TO THE ORDER OF ANY BANK BANKER OR TRUST COMPANY PRIOR AND INDISMISSIBLE ENDORSEMENT REQUIRED TO BE EFFECTIVE Deutsche Zentral-Girobank Postfach 10 10 32 - 40007 Düsseldorf		DO NOT WRITE STAMP OR SIGN BELOW THIS LINE (Signature)
we guarantee for the misusing / irregular endorsement <b>Pax-Bank eG</b> Göttingen		The security of this check is guaranteed by the national clearing banks, the Girozentrale and Sparkassen. See the back of the check for more information. Check 15 items with a maximum of 1000 €
FEDERAL RESERVE BOARD OF GOVERNORS REG. SEC.		

12/19/2016	15202122719040	Check	\$20,000.00	40
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<b>FRANKLIN TEMPLETON INVESTMENTS</b>		<b>QUEEN OF PEACE FOUNDATION</b> C/O REY JOHNSON 9317 CACTUS WOOD DR LAS VEGAS NY 80134-8910	40
PAY TO THE ORDER OF <u>Katrin Patriarchatz &amp; Jerusalem</u>		DATE <u>Nov. 20, 2016</u>	90-1086/1012
<u>\$20,000.00</u>		DOLLARS <input checked="" type="checkbox"/>	
PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH	
REMO <u>Replacing Ch # 88 - Bethlehem</u>		1X DR <u>[Signature]</u>	
⑈000040⑈ ⑆106268856⑆15202122719040⑈			

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Seq: 73 Dep: 003826 Date: 12/16/16		15. Dez 2016 PAY TO THE ORDER OF <u>Katrin Patriarchatz &amp; Jerusalem</u> BANK OF THE STATE OF NEW YORK BRANCH OF THE STATE OF NEW YORK ENFORCEMENT AUTHORITY <b>U2 BANK AG</b> Deutsche Zentral-Gesamthandelsbank Postfach 10 10 32 - 40001 Düsseldorf	Deposit Only to Landesbank Hessen- Landbank Hessen- Thuringen Deposited by <u>[Signature]</u>
[Faint background text and logos]		[Circular stamp of Landesbank Hessen-Thüringen Giroz]	

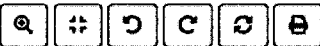


Check Front      Check Back



<b>QUEEN OF PEACE FOUNDATION</b> 1300 JUNIPERO SERA BLVD SAN FRANCISCO CA 94132-2913		47
DATE <u>Jan 17, 2017</u>		90-1085/1012
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		\$ <u>30,000.00</u>
<u>Thirty Thousand dollars Only</u>		DOLLARS
FRANKLIN MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH
MEMO <u>For 9 Newly in Jordan 40 Bishop Salame</u>		Fr. Antoine Haniyat IX DR
⑆000047⑆ ⑆10⑆2⑆8856⑆⑆5202⑆227⑆9047⑆		

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The security of this document is guaranteed by the Federal Reserve Board of Governors.		20 Feb. 2017	
SECURITY FEATURES: - Watermark - Color-shifting ink - Microprint - Security thread		0170222988819570000900055	
FEDERAL RESERVE BOARD OF GOVERNORS REG. CC		Pay to the Order of The Bank of New York Mellon Agencja Nieruchomości CE BANK AG Account Number: 8901073644 Prior Endorsements Guaranteed	
DO NOT WRITE, STAMP, OR SIGN OVER THIS LINE ALL ENVELOPES FOR PAYMENT MUST BE OPENED HERE		EMPORSE HERE, DIRECTLY ONLY Back Office Stamp (PIN)	





Check Front Check Back



<b>QUEEN OF PEACE FOUNDATION</b> 1300 JUNIPERO SERRA BLVD. SAN FRANCISCO CA 94132-2913		61
FRANKLIN TEMPLETON INVESTMENTS		DATE <u>05/01/2017</u> 80-1885/1012
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u> \$ <u>5,100.00</u>		
<u>Five Thousand One Hundred Dollars only</u> DOLLARS		
FRANKLIN U.S. GOVERNMENT MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X DR.
MEMO <u>Our Lady Peace Center - Lighting Project</u>		
⑈00006⑈ ⑆101218856⑆1520212271906⑆⑈		

Check Front Check Back



Pax-Frank EG 201900019570001	Pay to the Order of The Bank of New York Mellon Account Name: UZ PAN C.A.G. Account Number: 8001070044 Prior Endorsements Guaranteed 30. Mai 2017	Back Office of Jerusalem A. Z. (Signature) 
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Check Front Check Back



<b>QUEEN OF PEACE FOUNDATION</b> 1340 J. RAFAELLO STREET BLVD. SAN FRANCISCO CA 94132-2913		62
FRANKLIN TEMPLETON INVESTMENTS DATE <u>May 01, 2017</u> 80-1888/1012		
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u> \$ <u>1,000.00</u>		
<u>One Thousand Dollars only</u> DOLLARS		
FRANKLIN U.S. GOVERNMENT MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X.DR
MEMO <u>Sunday's Scholarship - Fr. Imad Zuh</u>		
⑈000062⑈ ⑆10⑆2⑆8856⑆⑆5202⑆227⑆9062⑈		

Check Front Check Back



<b>Pax-Bank</b> 201 000019570001		Pax-Bank Center of The Bank of New York Mellon Account Number: 8601073044 Prior Endorsements Guaranteed 30. Mai 2017	CASH RECEIVED BANK OF NEW YORK MELLON MAY 01 2017 BY
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07/31/2017	15202122719063	Check	\$3,700.00	63
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<b>QUEEN OF PEACE FOUNDATION</b> 1300 JUMPSTOCK DRIVE SAN FRANCISCO CA 94132-2913		63
FRANKLIN TEMPLETON INVESTMENTS		DATE <u>June 11, 2017</u> 80-1085/1012
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		\$ <u>3,700.00</u>
<u>Three Thousand Seven Hundred dollars only</u>		DOLLARS
FRANKLIN U.S. GOVERNMENT MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X DR
MEMO <u>Giving: Fitness Room</u>		
⑆000063⑆ ⑆101218856⑆15202122719063⑆		

Check Front    Check Back



Pay to the Order of The Patriarch of New York Metron		Deposit For Deposit Only Back Office (PH) 
Account Number: 8001070000		
Prior Endorsements: 0000000000		
20170728000019570000		5, Juli 2017



Check Front    Check Back



<b>FRANKLIN TEMPLETON INVESTMENTS</b>		<b>QUEEN OF PEACE FOUNDATION</b> 1800 JAMPERO SEIRA BLVD SAN FRANCISCO CA 94132-2913	71
PAY TO THE ORDER OF <u>Letin Patraschate &amp; Tsvandem</u>		DATE <u>Oct 3, 2017</u>	80-1885/1012
<u>Two Thousand One Hundred and Fifty Dollars</u>		\$ 2,150.00	DOLLARS
FRANKLIN U.S. GOVERNMENT MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X DR.	
MEMO <u>Sister of St. Joseph Residential</u>			
⑈00007⑈ ⑆10⑆2⑆8856⑆⑆5202⑆227⑆907⑆⑈			

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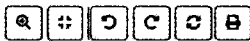
201711279		Pax-Bank AG Aachen	24. NOV. 2017
Prior Endorsements Guaranteed Account Number: 0807073644 Pay to the Order of The Bank of New York Mellon		Back Office RCD Unit (Ph) + Ruba Hattar (Ph)	



**EXHIBIT 11B**

11/28/2017	00015202122719073	Check	\$2,000.00	73
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Check Front Check Back



		<b>QUEEN OF PEACE FOUNDATION</b> 1300 JUNIPERO SERRA BLVD SAN FRANCISCO CA 94132-2913	73
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		DATE <u>October 26, 2017</u> MO-1086/1012	
<u>Two Thousand Dollars only</u>		\$ <u>2,000.00</u>	
FRANKLIN U.S. GOVERNMENT MONEY FUND PAYABLE THROUGH UMB BANK WARSAW, MO		DOLLARS @ <u>00</u>	
MEMO <u>Letter to St. Joseph's School - Amman</u>		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1X OR	

Check Front Check Back



20171127900		Pay to the order of The Bank of New York Mellon Account Number: 0001073644 Prior Endorsements Guaranteed	Back Office RCD Initl (Ph) + TRALAMER 11/28/2017
24 Nov. 2017 /		Pax Bank AG Baschen	For Deposit Only





Check Front Check Back



FRANKLIN TEMPLETON INVESTMENTS

QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERA BLVD  
SAN FRANCISCO CA 94132-2918

DATE January 22, 2018 80-1865/1012

PAY TO THE ORDER OF Latin Patriarchate of Jerusalem \$ 1,200.00

One Thousand and Two Hundred Dollars only DOLLARS

FRANKLIN U.S. GOVERNMENT MONEY FUND  
PAYABLE THROUGH UMB BANK  
WARSAW, MO

NOT VALID FOR LESS THAN \$500.00  
DO NOT USE FOR ACH

1X DR

MEMO Humanitarian Aid - Fr. Baba Stephan

#00008 1# 10121885615202123719081#

Check Front Check Back



12. Feb. 2018

Pay to the Order of The Bank of New York Mellon  
Account No: 02 BANK AG  
Account No: 08001073644  
Prior Endorsements Guaranteed

90001

we guarantee for the missing / irregular endorsement

POXBANK EG

For Deposit Only  
Back Office RCD Int'l (PH)  
+ Ruba Khalil Phyllole

Check Front    Check Back



<b>QUEEN OF PEACE FOUNDATION</b> 1300 JUANPERO SERRA BLVD SAN FRANCISCO CA 94132-2913		82
DATE <u>January 22, 2018</u>		80-1088/1012
PAY TO THE ORDER OF <u>Latin Patriarchate of Jerusalem</u>		\$ 1,000.00
<u>One Thousand Dollars only</u>		DOLLARS
FRANKLIN U.S. GOVERNMENT MONEY FUND PAYABLE THROUGH LMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH 1XDR
MEMO <u>Humanitarian A/c - Beit Jala - F. Hanna</u>		
⑈000082⑈ ⑆101218856⑆15202122719082⑈		

Check Front    Check Back



12 Feb. 2018	
Pay to the Order of The Bank of New York Mellon Account Name: DE BANK AG 00019540001138938501073044 Prior Endorsements Guaranteed	
we guarantee for the missing / irregular endorsement 	For Deposit Only Back Office RCD Int'l (Ph) + Steubachstrasse (H) 12 

September 14, 2015

To: Franklin Templeton Investments

1. This is your authorization to wire a grant of \$80,000 from the Queen of Peace Foundation Account (111-11121227190) to the Latin Patriarchate of Jerusalem's Arab Bank Account.

The Coordinates for the wire are as follows:

Bank Name: ARAB BANK PLC  
BETHLEHEM BRANCH  
BANK NO. 49 , BRANCH NO.853  
NATIVITY ST. BETHLEHEM  
PALESTINIAN AUTHORITY.

Swift Code: ARABPS22050  
CORRESPONDENT BANK: USD  
FIELD 54A TO BE AS FOLLOWS:  
SWIFIT CODE:CITIUS33  
CITI BANK N.A  
NEW YORK  
USA

FIELD 56A TO BE AS FOLLOWS:  
SWIFT CODE: ARABJOAX100  
/36329879  
ARAB BANK PLC  
JORDAN BRANCHES CENTER  
AMMAN-JODRAN

FIELD 57A TO BE AS FOLLOWS:  
ARABPS22XXX  
ARAB BANK PLC  
RAMALLAH PS

FIELD 59 TO BE AS FOLLOWS:  
Iban in USD : PS65 ARAB 0000 0000 9050 7295 8951 0  
Beneficiary Name : Latin Patriarchate of Jerusalem

OK TO PROCESS  
*[Signature]*

Thanks for your cooperation and help.

*[Signature]*  
Rev. Bernard Poggi

SIGNATURE VERIFICATION

NAME *[Signature]*  
CUSTOMER SERVICE CENTER

*abouna.bernard@gmail.com*

CUSTOMER SERVICE CENTER  
D.L. CDL B7128275 EXP. 12/14  
2nd I.D. CHASE 4/18  
Tele # 650 576-4767  
CSC REP. monette bengib

CSC SEP 14/15 AM 11:37

Customer Service Center Liquidation Request Form

Date: 24-Feb-16 Time: 4:00:12 PM PT  
Associate: Monette Bangit  
Requestor name (Customer): S/H  
Phone Number: 650-576-4767  
Primary ID: NA  
Case ID: 01651-022416  
Fund and Account number: 111-11121227190  
WIRN: 7005245356

Account registration:

QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 941322913

I/We, the undersigned, hereby request the following:

Please redeem \$5,000.00 Dollars

Payment method: Electronic

Type of Transmission: International / Manual

Bank Name:

Bank Account Number:

Add Notes: Received request to wire 5,000.00 from Queen of Peace Foundation account #111/11121227190 to the Latin Patriarchate of Jerusalem's Arab Bank Account Bank Name: Arab Bank PLC Bethlehem Branch Bank No 49 Branch No 853 Nativity St Bethlehem Palestinian Authority Swift Code: ARABPs22050 CORRESPONDENT BANK: USA FIELD 54A to be as follows: Swift Code: CITIUS33 Citi Bank NA New York, USA Field 56A to be as Follows: SWIFT Code: ARABJOAX100 /36329879 Arab Bank PLC Jordan Branches Center Amman-Jordan Field 57A to be as Follows ARABPS22XXX ARAB Bank PLC Ramallah PS Field 59 to be as follows iban in USD: PS65 ARAB 0000 0000 9050 7295 8951 0 Beneficiary Name: Latin Patriarchate of Jerusalem

Sign here exactly as the account is registered:

SIGNATURE X Attached Instructions and PAYI Screen.

SIGNATURE X Sent for manual WIRE process



February 24, 2016

To: Franklin Templeton Investments

1. This is your authorization to wire a grant of \$5,000 from the Queen of Peace Foundation Account (111-11121227190) to the Latin Patriarchate of Jerusalem's Arab Bank Account.

The Coordinates for the wire are as follows:

Bank Name: ARAB BANK PLC  
BETHLEHEM BRANCH  
BANK NO. 49 , BRANCH NO.853  
NATIVITY ST. BETHLEHEM  
PALESTINIAN AUTHORITY.

Swift Code: ARABPS22050  
CORRESPONDENT BANK: USD  
FIELD 54A TO BE AS FOLLOWS:  
SWIFIT CODE:CITIUS33  
CITI BANK N.A  
NEW YORK  
USA

CSC FEB 25'16 AM 9:28

FIELD 56A TO BE AS FOLLOWS:  
SWIFT CODE: ARABJOAX100  
/36329879  
ARAB BANK PLC  
JORDAN BRANCHES CENTER  
AMMAN-JODRAN

FIELD 57A TO BE AS FOLLOWS:  
ARABPS22XXX  
ARAB BANK PLC  
RAMALLAH PS

FIELD 59 TO BE AS FOLLOWS:  
Iban in USD : PS65 ARAB 0000 0000 9050 7295 8951 0  
Beneficiary Name : Latin Patriarchate of Jerusalem

Thanks for your cooperation and help.

  
Rev. Bernard Poggi

OK TO PROCESS  


April 20, 2016

To: Franklin Templeton Investments

1. This is your authorization to wire a grant of \$3,000 from the Queen of Peace Foundation Account (111-11121227190) to the Latin Patriarchate of Jerusalem's Arab Bank Account.

The Coordinates for the wire are as follows:

Bank Name: ARAB BANK PLC  
BETHLEHEM BRANCH  
BANK NO. 49 , BRANCH NO.853  
NATIVITY ST. BETHLEHEM  
PALESTINIAN AUTHORITY.

Swift Code: ARABPS22050  
CORRESPONDENT BANK: USD  
FIELD 54A TO BE AS FOLLOWS:  
SWIFIT CODE:CITIUS33  
CITI BANK N.A  
NEW YORK  
USA

FIELD 56A TO BE AS FOLLOWS:  
SWIFT CODE: ARABJOAX100  
/36329879  
ARAB BANK PLC  
JORDAN BRANCHES CENTER  
AMMAN-JODRAN

FIELD 57A TO BE AS FOLLOWS:  
ARABPS22XXX  
ARAB BANK PLC  
RAMALLAH PS

FIELD 59 TO BE AS FOLLOWS:  
Iban in USD : PS65 ARAB 0000 0000 9050 7295 8951 0  
Beneficiary Name : Latin Patriarchate of Jerusalem

Thanks for your cooperation and help.

  
Rev. Bernard Poggi



2016

FTIS0029

CSC APR 20 16 PM 4:32

1001 MONTERO SEPTA BLVD  
SAN FRANCISCO, CA 94132  
TEL: (415) 452-9634  
FAX: (415) 452-9653

FACSIMILE TRANSMITTAL SHEET

TO: *Dennis* FROM: *Elvira*  
COMPANY: *Franklin Templeton* DATE: *01/11/12*  
FAX NUMBER: *(650) 312-6779* TOTAL NO. OF PAGES INCLUDING COVER: *- 2 -*  
PHONE NUMBER: *(650) 312-4849* SENDER'S REFERENCE NUMBER:  
RE: *check* YOUR REFERENCE NUMBER:

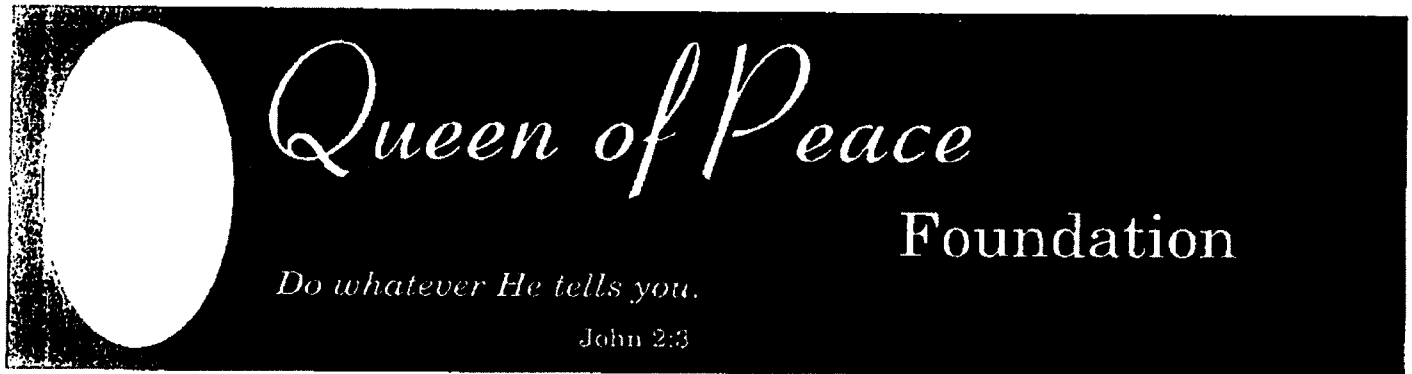
☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

*Hi Dennis,  
Thank you.*

*- elvira*

01/11/12 13:35:42 (UTC)



**Board of Directors**

Rev. Fr. Andrew Johnson

Rev. Col. Jerome Nadine

Bernard Poggi

Elvira Garcia

By Fax # (650) 312-6779

January 11, 2012

Dennis  
Franklin Templeton Investments

Please issue a check in the amount of TWO HUNDRED DOLLARS (\$200.00) payable to  
Lara Anastas and send it to this address out of our account, Queen of Peace Foundation:

Ms. Lara Anastas  
c/o Ms Arlette Anastas  
Post Office Box 19890  
East Jerusalem, Israel

Thank you very much for your help.


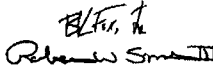
Sincerely,

*Elvira Garcia*  
Elvira Garcia



9317 Cactus Wood Drive, Las Vegas, Nevada 89134 USA  
Tel: (702) 371-5993 Fax: (702) 869-8746

[www.queenofpeacefoundation.org](http://www.queenofpeacefoundation.org)

[info@queenofpeacefoundation.org](mailto:info@queenofpeacefoundation.org)

FRANKLIN TEMPLETON INVESTMENTS		353796		<b>C H E C K</b>	
Franklin Money Fund		18		11-35 / 1210	
		CHECK NUMBER: 1111108190		DATE: 1/11/12	
**TWO HUNDRED AND 00/100 USD **		PAY		***** \$200.00	
TO THE ORDER OF		LARA ANASTAS C/O ARLETTE ANASTAS PO BOX 19890 EAST JERUSALEM 099		 SECURITY FEATURES INCLUDED DETAILS ON BACK	
BANK OF AMERICA, NA San Francisco, CA				 TWO SIGNATURES REQUIRED	

⑈ 1111108190 ⑈ ⑆ 121000358 ⑆ 14849 14000 ⑈

 The security features listed below are well as those not listed, are included in the security features.		Endorse Here 	
<b>Security Features:</b> Copy Protection Paritygraph Microprint Security Blotter Security Screen Thermochromatic Ink	<b>Results:</b> • Photo checks will display random sizes and placements of "VOID" • Border as around check image at under magnification. • "Original" designation on back of document and random bar lines protect. • "Heat" active" Ink. Special ink designs when touched and held firmly and knifely. Enables verification.	DO NOT WRITE, STAMP OR P-SEAL... SIGN BELOW THIS LINE Institution use DATE FROM ON A NEW SURFACE SAFETY FEATURE SAFETY FEAT... 100 4-180-12 0580012584	

DST 00078698

Tag	Amount	Note	Serial Number	Volume ID Customer Data	Item Date	Account Number
No	200.00	No	1111108190	12020150061601	01/24/2012	1484914000

Customer Service Center Liquidation Request Form

Date: 21-Jan-16 Time: 3:54:36 PM PT

Associate: Monette Bangit

Requestor name (Customer): s/h

Phone Number: 650-576-4767

Primary ID: na

Case ID: 01773-012116

Fund and Account number: 111-11121227190

WIRN: 7005242989

Account registration:

QUEEN OF PEACE FOUNDATION

1300 JUNIPERO SERRA BLVD

SAN FRANCISCO CA 941322913

I/We, the undersigned, hereby request the following:

Please redeem \$50,000.00 Dollars

Payment method: Electronic

Type of Transmission: International / Manual

Bank Name:

Bank Account Number:

Add Notes: Received request to liquidate \$50,000.00, International wire to Housing Bank Abdoun-Cairo Street Amman, Jordan FFC to St. mary of Nazareth Church in Amman, Jordan IBAN: JO21 HBHO 0250 0000 2715 8400 1100 01

Sign here exactly as the account is registered:

SIGNATURE X \_\_\_\_\_

SIGNATURE X \_\_\_\_\_

January 21, 2016

To: Franklin Templeton Investments

1. This is your authorization to wire a grant of \$50,000 from the Queen of Peace Foundation Account (111-11121227190) to St. Mary of Nazareth Church in Amman, Jordan.

The Coordinates for the wire are as follows:

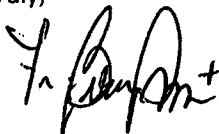
Housing Bank  
Abdoun - Cairo Street  
Amman, JORDAN

IBAN :

JO21 HBHO 0250 0000 2715 8400 1100 01

If you need any additional information please let me know.

Yours Truly,



Rev. Bernard Poggi  
President, Queen of Peace Foundation



CSC JAN 21'16 PM 4:12

91487535

x

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

CSC NOV 12 15 PM 3:40



\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE. SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

**Account: MANAL ZEIDAN**

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

**\$1,000.00**

MANAL K. ZEIDAN  
12 ANA CT.  
SAN RAFAEL, CA 94903

Please Direct Any Questions To  
**877-248-7923**  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

70-2382/719

**0083610696**

**September 17, 2015**

Pay **ONE THOUSAND AND 00/100** .....

**DOLLARS**

**\$ \*\*\*\*\*1,000.00**

TO ST THOMA MORE AACC/LADY OF PEASE  
THE 1300 JUNIPERO SERRA BLVD  
ORDER SAN FRANCISCO, CA 94132-2913  
OF



REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

*SL J. KL*

AUTHORIZED SIGNATURE

WARNING: THIS BORDER CONTAINS MICRO-TYPE, WHICH WILL NOT REPRODUCE ON A COPIER.

⑈0083610696⑈ ⑆071923828⑆

rich 031354503

www.bankofamerica.com

www.bankofamerica.com

08/02/16 13:00:47

www.bankofamerica.com

www.bankofamerica.com

2:15 PM 2:47

www.bankofamerica.com

www.bankofamerica.com

DO NOT WRITE/SIGN/STAMP BELOW THIS LINE  
DEPOSITORY BANK ENDORSEMENT

ENDORSE CHECK HERE

00-53-3364B 11-2010

REDACTED  
**Bank of America** 

Cashier's Check

No. 0939009554

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 08/02/16 11:41:09 AM

STONESTOWN

0001 0000252 0086

Pay



**BANK OF AMERICA** **2520.00**  
TWO FIVE TWO ZERO CTSCTS

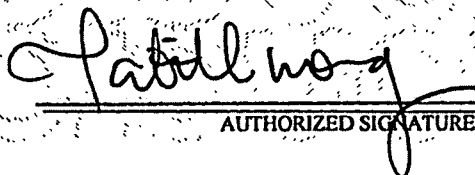
\*\*\*\$2,520.00

To The  
Order Of

QUEEN OF PEACE FOUNDATION  
RE: AACC PICNIC--CASH DEPOSIT

Remitter (Purchased By): BERNARD B POGGI

Bank of America, N.A.  
PHOENIX, AZ

  
AUTHORIZED SIGNATURE

⑈0939009554⑈ ⑆122101706⑆

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

10/05/16 12:57:07

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

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FOR St. Louis Favors Garden

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EXHIBIT 11C

2018/08/15 12:57:07

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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516 PM 4:19

1. It is a pleasure to have you  
 at the 1964-1965 season. We hope  
 to see you again next year.  
 2. We are looking forward to  
 seeing you again next year.  
 3. We are looking forward to  
 seeing you again next year.  
 4. We are looking forward to  
 seeing you again next year.  
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 seeing you again next year.  
 10. We are looking forward to  
 seeing you again next year.

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...and will be rich in

- Residuals are plotted against the fitted values of the model. The residuals are normally distributed, indicating that the model is appropriate.

## Do It Right

- 11 —

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**WILSON, JAMES**

CSC JAN 26 '17 PM 3:56

- The Security Features include:

- Lack of training in water, flood, drought
- Poor response to low spatial effect and low
- The words "critical decision" and "early
- Agricultural sector
- Food production with a high land risk

**Don't Cash It!**

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Scholarship Dist. November.

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CONSTRUCTION, PRODUCTION, AND  
REPAIRS OF THE AIRCRAFT

CSC JAN 26 17 PM 3:56

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Features  
Details on  
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San Francisco, California

FOR Scholarship Account



⑈001013⑈ ⑆121000358⑆

Figure 1. The effect of the concentration of the *Agaricus bisporus* spores on the growth of *Agaricus bisporus* on the substrate. The concentration of the spores was 10<sup>4</sup>, 10<sup>5</sup>, 10<sup>6</sup>, 10<sup>7</sup>, 10<sup>8</sup>, 10<sup>9</sup>, 10<sup>10</sup>, 10<sup>11</sup>, 10<sup>12</sup>, 10<sup>13</sup>, 10<sup>14</sup>, 10<sup>15</sup>, 10<sup>16</sup>, 10<sup>17</sup>, 10<sup>18</sup>, 10<sup>19</sup>, 10<sup>20</sup>, 10<sup>21</sup>, 10<sup>22</sup>, 10<sup>23</sup>, 10<sup>24</sup>, 10<sup>25</sup>, 10<sup>26</sup>, 10<sup>27</sup>, 10<sup>28</sup>, 10<sup>29</sup>, 10<sup>30</sup>, 10<sup>31</sup>, 10<sup>32</sup>, 10<sup>33</sup>, 10<sup>34</sup>, 10<sup>35</sup>, 10<sup>36</sup>, 10<sup>37</sup>, 10<sup>38</sup>, 10<sup>39</sup>, 10<sup>40</sup>, 10<sup>41</sup>, 10<sup>42</sup>, 10<sup>43</sup>, 10<sup>44</sup>, 10<sup>45</sup>, 10<sup>46</sup>, 10<sup>47</sup>, 10<sup>48</sup>, 10<sup>49</sup>, 10<sup>50</sup>, 10<sup>51</sup>, 10<sup>52</sup>, 10<sup>53</sup>, 10<sup>54</sup>, 10<sup>55</sup>, 10<sup>56</sup>, 10<sup>57</sup>, 10<sup>58</sup>, 10<sup>59</sup>, 10<sup>60</sup>, 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החוק נכנס לתוקף ב- 1957

- The following is a list of the original work

- Debit Cash

- Family: *Gramineae* (Poaceae) - Grass family
- Genus: *Setaria* - One of the most common genera in the grass family
- Species: *Setaria viridis* - Green foxtail

- 11/11/2011 11:11:11 AM

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REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1025

11-35/1210 CA  
CT355



DATE Jan 13, 2017


PAY TO THE ORDER OF Queen of Peace Foundation \$ 2,273.<sup>00</sup>

Two Thousand Two Hundred Seventy Three dollars only DOLLARS  Security Features. Details on Back.

**Bank of America**  
San Francisco, California

FOR SDO-Scholarship + 1773 2nd Coll. Dec

⑈001025⑈ ⑆121000358⑆  ⑈



100

Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair and views the screen through a mirror. The screen displays the target and the starting position of the hand. The hand is moved from the starting position to the target position. The distance between the starting position and the target position is the reach distance. The distance between the starting position and the target position is the reach distance. The distance between the starting position and the target position is the reach distance.

0.31

MAR 13 '17 PM 3:01

[illegible]

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1033

11-35/1210 CA  
CT355

DATE Feb. 14, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

DOLLARS



Security  
Features  
Details on  
Back

**Bank of America**  
San Francisco, California



FOR

Scholarship

L. B. Murphy

⑈001033⑈ ⑆121000358⑆

01469

1042882

58641211

ARGENTIN TOTAL

- Security Features exceed industry standards and include:
- Matching account and check number on back (Patent No. 9,240,033)
  - The Security Weave™ pattern on back designed to deter fraud
  - Microprint (MP) lines printed on front and back
  - The words "ORIGINAL DOCUMENT" across the back
  - Photo Safe Deposit Icon visible on front and back

- Do not cash if:
- Any of the features listed above are missing or appear altered
  - Fugitive Ink on back looks pink or has disappeared
  - Brown stains and colored spots appear on both front and back



CSC MAR 13:17 PM 3:31

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

X

ENDORSE HERE


REDACTED

ARGENTIN TOTAL  
JOYCE NAZARETHIAN  
44 Belmont Dr  
Daly City, CA 94015-1060

1469

11-4288/1210 4021  
1558641211

2/11/2017  
Date

Pay to the  
Order of AACC Queen of Peace \$ 100<sup>00</sup>/<sub>100</sub>  
One Hundred dollars 00/<sub>100</sub> Dollars  Photo  
Safe  
Deposit  
Details on back

WELLS  
FARGO

Wells Fargo Bank, N.A.  
California  
wellsfargo.com

For Fundraising QOFP Argentin Total

⑆ 121042882⑆ 01469

Noted Clerk

TOTALLY MONEY

[illegible]

CSC APR 4'17 PM12:15

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1045

11-35/1210 CA  
CT355

DATE March 17, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

DOLLARS



Security  
Features  
Details on  
Back

**Bank of America**  
San Francisco, California

FOR

Scholarship

[Signature]

⑈001045⑈ ⑆121000358⑆

CONFIDENTIAL, STRONG COUNCIL OF THE  
SECRETARY, NATIONAL

CSC MAY 15 17 AM 11:23

[illegible]

05/15/17 12:55:50

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1052

11-35/1210 CA  
CT355

DATE April 21, 2017

PAY  
TO THE  
ORDER OF Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

DOLLARS



Security  
Features  
Details on  
Back

**Bank of America**  
San Francisco, California

FOR Scholarship

[Signature]

⑈001052⑈ ⑆121000358⑆



CSC JUN 23 17 AM 11:41

**Security features exceed industry standards and include:**

1. Black Explosion in empty church in front and back.  
 2. Black Explosion (25) was planted in front and back.  
 3. The words "ORIGINALLY DOUGLAS SAID church  
explosion around the 1972  
 4. Protestant from the 1972 and back.  
 5. Do not reach the  
 6. Any of the features listed above are missing  
or appear  
 7. Positive hit on back body and has disappearing  
 8. Black obit on the column of sports appear on front  
head and back.  
 9. The word "VOID" appears clearly in the right  
of this message

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1058

11-35/1210 CA  
CT355

DATE 05/03/2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

DOLLARS



Security  
Features  
Outline on  
Back.

**Bank of America**  
San Francisco, California

FOR

2nd Collection - April 2017

[Signature]

MP

⑈001058⑈ ⑆121000358⑆

CSU SEP 17 PM 12:25

**Security Features exceed industry standards and include:**

- All security features remain on the back of the document.
  - Microprint (CP) lines printed on front and back.
  - The words "ORIGINAL DOCUMENT" clearly appear across the back.
  - Protected from scratch on front and back.
- Do not cash if:**
- Any of the features listed above are missing or damaged.
  - Faint lines on both fronts print or have disappeared.
  - Microprint and colored spots appear on both front and back.
  - The word "VOID" appears clearly to the right of this message.

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1082

11-35/1210 CA  
CT355

DATE Aug. 15, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500. —

Five Hundred Dollars only

DOLLARS



Security  
Features  
Details on  
Back.

**Bank of America**  
San Francisco, California



FOR

Scholarship

L. B. [Signature]

MP

⑈001082⑈ ⑆121000358⑆

Security Features exceed industry standards and include:

- The Security Warning pattern on the back designed to deter theft.
- The words "ORIGINAL DOCUMENT" clearly printed across the back.
- Patterned lines visible on front and back.

Do not cash if:

- Any of the features listed above are missing or appear altered.
- Fading in the back, back of the document.
- The words "ORIGINAL DOCUMENT" clearly printed across the back.
- The word "VOID" appears clearly to the right of this message.

(14)

REDACTED

**ST. THOMAS MORE  
ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**

1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1074

11-35/1210 CA  
CT355

DATE June 15, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

DOLLARS



Security  
Features  
Details on  
Back

**Bank of America**  
San Francisco, California

FOR

Scholarship

L. B. First

MP

⑈001074⑈ ⑆121000358⑆

**Security Features exceed industry standards and include:**

- The Security Series pattern on the back designed to deter counterfeit.
  - Microprint lines printed on front and back.
  - The words "ONE HUNDRED DOLLARS" clearly printed across the back.
  - Portrait term visible on front and back.
- Do not cash if:**
- Any of the features listed above are missing or appear altered.
  - Fugitive ink on back looks pink or has disappeared.
  - Dark stains and colored spots appear on both front and back.
  - The word "HUND" appears short, to the right of this message.

OSC SEP 6 17 PM 12 25

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1073

11-35/1210 CA  
CT355

DATE May 15, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

DOLLARS



Security  
Features  
Details on  
Back.

**Bank of America**  
San Francisco, California

FOR

Scholarship

*[Signature]*

NP

⑈001073⑈ ⑆121000358⑆



[illegible]

- ...and the

1. *Introduction*  
 2. *Background*  
 3. *Methodology*  
 4. *Results*  
 5. *Discussion*  
 6. *Conclusion*  
 7. *References*  
 8. *Appendix*  
 9. *Index*  
 10. *Table of Contents*  
 11. *Abstract*  
 12. *Summary*  
 13. *Key Words*  
 14. *Keywords*  
 15. *Subject Headings*  
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OSC SEP 6 17 PM 12:24

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1075

11-35/1210 CA  
CT355

DATE July 15, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500.

Five Hundred Dollars

DOLLARS



**Bank of America**  
San Francisco, California

FOR

Scholarship

[Signature]

MP

⑈001075⑈ ⑆121000358⑆



- Security Features exceed industry standards and include:
- The Security Label is printed on the back of the card.
  - The word "ORIGINAL" is printed on the back of the card.
  - The word "VOID" appears clearly in the right of the message.
  - Do not scratch it.
  - Any of the features listed above are missing or appear altered.
  - The word "VOID" appears clearly in the right of the message.
  - The word "VOID" appears clearly in the right of the message.



REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1083

11-35/1210 CA  
CT355

DATE Sept. 15, 2017

PAY TO THE ORDER OF Queen of Peace Foundation

\$ 500.00

DOLLARS



**Bank of America**  
San Francisco, California

FOR Scholarship

*[Signature]*

MP

⑈001083⑈ ⑆121000358⑆

**CSC JAN 10'18 PM 4:00**

7067-1000




REDACTED


**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1093

11-35/1210 CA  
CT355

DATE November 22, 2017

PAY TO THE ORDER OF Queen of Peace Foundation \$ 675.<sup>00</sup>  
Six Hundred Seventy Five Dollars only DOLLARS  Security Features. Details on Back.  
**Bank of America**   
San Francisco, California  
FOR Hurricane Harvey Relief  MP

⑈001093⑈ ⑆121000358⑆  ⑈

CSC JAN 10'18 PM 4:00

COLLEGE OF THE SIBIRIAN

128

57007571-70

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1100

11-35/1210 CA  
CT355

DATE Dec. 1, 2017

PAY  
TO THE  
ORDER OF Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

DOLLARS



**Bank of America**  
San Francisco, California

FOR Scholarship

*[Signature]*

⑈001100⑈ ⑆121000358⑆



00 01/11/18 13:07:36  
[Illegible text]

CSC JAN 10'18 PM 4:00

X  
[Illegible text]

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1090

11-35/1210 CA  
CT355

DATE Nov. 15, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 500.00

Five Hundred Dollars only

NO  
Cents

DOLLARS



**Bank of America**  
San Francisco, California

FOR

Scholarship Fund

[Signature]

⑈001090⑈ ⑆121000358⑆ [REDACTED] ⑈

[illegible]

CSC JAN 10'18 PM 4:00

— 55 —

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1087

11-35/1210 CA  
CT355

DATE October 29, 2017

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation.

\$ 500.00

Five Hundred Dollars only

No Cents

DOLLARS



Security  
Features  
Describe on  
Back

**Bank of America**  
San Francisco, California



FOR

October Scholarship

L. B. [Signature]

⑈001087⑈ ⑆121000358⑆

01/11/18 13:07:48

CSC JAN 10'18 PM 3:59

REDACTED

Gaby A Zumot  
Maha G Zumot  
22729 Rancho Palomares Pl  
Castro Valley, CA 94552-5405

2754

91-170/1221 AZ  
32067

10/29/2017

Date

Pay: AACC  
to the order of DOPE

\$ 50<sup>00</sup>/<sub>100</sub>

00/100

Dollars



Security  
Features  
Details on  
Back

Marked Claims

**Bank of America**

ACH RT 122101706

Memo

*Advantage*  
*Maha G. Zumot*

MP

⑆ 122101706 ⑆

⑆ 2754

[illegible]

CSC APR 6'18 PM 4:32

CO<sub>2</sub> is a trace gas in the atmosphere, but it is a greenhouse gas. The concentration of CO<sub>2</sub> in the atmosphere has increased from about 280 ppm in 1750 to about 380 ppm in 1990. This increase is due to the burning of fossil fuels, which releases CO<sub>2</sub> into the atmosphere. The increase in CO<sub>2</sub> concentration is expected to continue, and this is expected to lead to global warming.

Parameter	Value	Unit	Source
Initial concentration of $\text{H}_2\text{O}_2$ ( $\text{mol L}^{-1}$ )	0.01		0.01 M $\text{H}_2\text{O}_2$ solution
Initial concentration of $\text{Fe}^{2+}$ ( $\text{mol L}^{-1}$ )	0.001		0.001 M $\text{Fe}^{2+}$ solution
Initial concentration of $\text{H}^+$ ( $\text{mol L}^{-1}$ )	0.01		0.01 M $\text{H}^+$ solution
Initial concentration of $\text{H}_2\text{O}$ ( $\text{mol L}^{-1}$ )	55.5		55.5 M $\text{H}_2\text{O}$ solution
Initial concentration of $\text{O}_2$ ( $\text{mol L}^{-1}$ )	0.001		0.001 M $\text{O}_2$ solution
Initial concentration of $\text{Fe}^{3+}$ ( $\text{mol L}^{-1}$ )	0.001		0.001 M $\text{Fe}^{3+}$ solution
Initial concentration of $\text{H}_2\text{O}_2$ ( $\text{mol L}^{-1}$ )	0.01		0.01 M $\text{H}_2\text{O}_2$ solution
Initial concentration of $\text{Fe}^{2+}$ ( $\text{mol L}^{-1}$ )	0.001		0.001 M $\text{Fe}^{2+}$ solution
Initial concentration of $\text{H}^+$ ( $\text{mol L}^{-1}$ )	0.01		0.01 M $\text{H}^+$ solution
Initial concentration of $\text{H}_2\text{O}$ ( $\text{mol L}^{-1}$ )	55.5		55.5 M $\text{H}_2\text{O}$ solution
Initial concentration of $\text{O}_2$ ( $\text{mol L}^{-1}$ )	0.001		0.001 M $\text{O}_2$ solution
Initial concentration of $\text{Fe}^{3+}$ ( $\text{mol L}^{-1}$ )	0.001		0.001 M $\text{Fe}^{3+}$ solution

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1122

11-35/1210 CA  
CT355

DATE Feb. 2, 2018

PAY TO THE ORDER OF Queen of Peace Foundation

\$ 1,000.00

One Thousand Dollars only

DOLLARS  Security Features Details on Back

**Bank of America**  
San Francisco, California

FOR Jan + Feb. Scholarship

L. Burstein + W. Zgal

⑈001122⑈ ⑆121000358⑆



06/14/18 13:00:21 \*\*\*

CSC JUN 13'18 PM 3:44

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

X

ENDORSE HERE

REDACTED

ST. THOMAS MORE  
ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1151

11-35/1210 CA  
CT355

DATE May 30, 2018

PAY  
TO THE  
ORDER OF

Queen of Peace Foundation

\$ 1,000.00

One Thousand Dollars only

DOLLARS



Photo  
Safe  
Deposit  
Drawn on back

Bank of America  
San Francisco, California

FOR

May + June Priest Scholarship Fund

Leah Nazzari

⑈001151⑈ ⑆121000358⑆

[illegible]

CSC JUN 13'18 PM 3:44

CONFIDENTIAL

REDACTED

**ST. THOMAS MORE**  
**ARAB-AMERICAN CATHOLIC COMMUNITY (AACC)**  
1300 JUNIPERO SERRA WAY  
SAN FRANCISCO, CA 94132

1142

11-35/1210 CA  
CT355

DATE April 6, 2018

PAY  
TO THE  
ORDER OF Queen z Peace Foundation

\$ 1000.00


One Thousand Dollars only

DOLLARS  Security  
Features  
Details on  
Back.

**Bank of America**  
San Francisco, California

FOR March + April Scholarship

⑈001142⑈ ⑆121000358⑆  ⑈

Check Front      Check Back



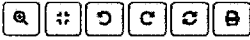
<b>FRANKLIN TEMPLETON INVESTMENTS</b>		<b>QUEEN OF PEACE FOUNDATION</b> C/O REV JOHNSON 9317 CACTUS WOOD DR LAS VEGAS NV 89134-0010		24
DATE <u>Dec. 29, 2015</u>		90-1000/1012		
PAY TO THE ORDER OF <u>Labib Kobi</u>		\$ <u>1000.00</u>		
<u>One Thousand Dollars only</u>		DOLLARS <input checked="" type="checkbox"/>		
FRANKLIN MONEY FUND PAYABLE THROUGH LMB BANK WARSAW, MO		NOT VALID FOR LESS THAN \$500.00 DO NOT USE FOR ACH		
MEMO <u>Charity (Charlie Shamich)</u>		1X DR <u>[Signature]</u>		
⑆000024⑆ ⑆101218856⑆15202122719024⑆				

Check Front      Check Back



Seq: 104 Batch: 306813 Date: 01/09/16		ENDORSE HERE <u>Labib Kobi</u>
⑆000024⑆ ⑆101218856⑆15202122719024⑆		

Check Front      Check Back



		00
PAY TO THE ORDER OF <i>Ra. Moya Latib Kobi</i>		DATE <i>1/11/2017</i>
<i>One thousand dollars only</i>		\$ <i>1,000.00</i>
MEMO <i>Charles Stansel</i>		DOLLARS & CENTS
⑆000050⑆ ⑆101210050⑆ ⑆5202122719050⑆		

Check Front      Check Back



DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE <i>Latib Kobi</i>	THE FOLLOWING INFORMATION IS REQUIRED FOR ALL CHECKS: Social Security Number: _____ Date of Birth: _____ Date of Issue: _____ Date of Expiration: _____ Social Security Number: _____ Date of Birth: _____ Date of Issue: _____ Date of Expiration: _____ FEDERAL RESERVE BOARD OF GOVERNORS REG. CC
--	---

ENDORSE HERE

DO NOT WRITE ABOVE OR BELOW THIS LINE  
FOR OFFICIAL USE ONLY

CSC JAN 26'17 PM 3:56

65:20:31 41622/10 JTCG.CC  
\*FEDERAL RESERVE BANK\*

REDACTED

CHARLES SHAMIEH  
GHADA SHAMIEH  
JOSEPH M. SHAMIEH  
25 COLEMAN CT.  
SAN CARLOS, CA 94070-2901

90-2267/1211

3612

12-25-2016

Date

Pay to the order of Queen of Peace

\$ 1,000<sup>00</sup>/<sub>100</sub>

One Thousand and <sup>00</sup>/<sub>100</sub>

Dollars

**usbank.**

All of us serving you

Memo Mgr. Fabio Kolti

Charles Shamieh

1211226761

3612

Measure in Centimeters (inches)



# YEAR-END STATEMENT

► PLEASE RETAIN FOR YOUR RECORDS



FRANKLIN TEMPLETON  
INVESTMENTS

{0045726 60957 01012011 A 99}

QUEEN OF PEACE FOUNDATION  
C/O/ REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910



## Year-End Asset Summary

January 1, 2010 - December 31, 2010

Page 1 of 1 \*

Distributed

By: FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer  
Service:

franklintempleton.com  
Shareholder Services 1-800/632-2301

Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

### Franklin Money Fund

NASDAQ Symbol: FMFX

Fund-Account Number: 111-11121227190 Year-to-Date Summary: Income Dividends: \$0.00  
Asset Summary Number: 06057172 Long-Term Capital Gains: \$0.00

### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-10	BALANCE FORWARD	\$72,431.29	\$1.00		72,431.290
07-09-10	CHECK LIQUIDATION 000000021	\$72,431.29	\$1.00	72,431.290-	0.000

### Shareholder Information

- The 7-day current yield as of 12/29/2010 was 0.00%. Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.
- Do you have fund-related tax questions? 2010 tax information will be available via our redesigned Tax Center at [franklintempleton.com](http://franklintempleton.com) in early February. Located under the "Products & Services" section, it has everything you need to assist you with your 2010 taxes.



11

Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin Money Fund  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

## DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
C/O/ REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

☐ Check here and complete reverse side if changes are necessary for:

· Address · Distribution Options



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# YEAR-END STATEMENT

► PLEASE RETAIN FOR YOUR RECORDS



FRANKLIN TEMPLETON  
INVESTMENTS

{0020490 60962 01012012 A 99}

QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913



## Year-End Asset Summary

January 1, 2011 - December 31, 2011

Page 1 of 2

Distributed

By: FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer Service: [franklintempleton.com](http://franklintempleton.com)  
Shareholder Services (800) 632-2301

Mailing Address: 3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

### Franklin Money Fund

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190 Year-to-Date Summary: Income Dividends: \$0.00  
Asset Summary Number: 06549461 Long-Term Capital Gains: \$0.00

#### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-11	BALANCE FORWARD	\$0.00			0.000
08-26-11	DIRECT PURCHASE	\$160.00	\$1.00	160.000	160.000
08-26-11	DIRECT PURCHASE	\$300.00	\$1.00	300.000	460.000
08-29-11	DIRECT PURCHASE	\$2,000.00	\$1.00	2,000.000	2,460.000
08-30-11	DIRECT PURCHASE	\$7,042.41	\$1.00	7,042.410	9,502.410
09-01-11	DIRECT PURCHASE	\$250.00	\$1.00	250.000	9,752.410
09-12-11	CHECK LIQUIDATION 000000022	\$500.00	\$1.00	500.000-	9,252.410
09-12-11	CHECK LIQUIDATION 000000023	\$1,500.00	\$1.00	1,500.000-	7,752.410
09-16-11	DIRECT PURCHASE	\$200.00	\$1.00	200.000	7,952.410
09-16-11	DIRECT PURCHASE	\$300.00	\$1.00	300.000	8,252.410
09-26-11	DIRECT PURCHASE	\$675.00	\$1.00	675.000	8,927.410
10-20-11	CHECK LIQUIDATION 000000024	\$1,244.99	\$1.00	1,244.990-	7,682.420
10-21-11	DIRECT PURCHASE	\$4,533.04	\$1.00	4,533.040	12,215.460
11-11-11	DIRECT PURCHASE	\$1,617.13	\$1.00	1,617.130	13,832.590

12-31-11 TOTAL ACCOUNT VALUE: \$13,832.59 AT \$1.00 PER SHARE

Continued on next page

11

Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin Money Fund  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

☐ Check here and complete reverse side if changes are necessary for:  
· Address · Distribution Options



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FTIS0092

## YEAR-END STATEMENT

► PLEASE RETAIN FOR YOUR RECORDS



FRANKLIN TEMPLETON  
INVESTMENTS

## Year-End Asset Summary

January 1, 2011 - December 31, 2011

Page 2 of 2 \*

### Franklin Money Fund

NASDAQ Symbol: FMFXX

Fund Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Shareholder Information

- The 7-day current yield as of 12/28/2011 was 0.00%. *Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.*
- Tax information is just a click away.** Visit the Tax Center on [franklintempleton.com](http://franklintempleton.com) to access year-end tax information. Located under the "Products and Services" section, the Tax Center is a time-saving resource for your tax needs.

# YEAR-END STATEMENT

► PLEASE RETAIN FOR YOUR RECORDS

REDACTED



FRANKLIN TEMPLETON  
INVESTMENTS

{0041943 60957 01012013 A 99}

QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910



## Year-End Asset Summary

January 1, 2012 - December 31, 2012

Page 1 of 2

Distributed

By: FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer  
Service:

franklintempleton.com  
Shareholder Services (800) 632-2301

Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

### Franklin Money Fund

NASDAQ Symbol: FMFX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

#### Year-to-Date Summary:

Income Dividends: \$0.00  
Long-Term Capital Gains: \$0.00

#### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-12	BALANCE FORWARD	\$13,832.59	\$1.00		13,832.590
01-11-12	PARTIAL REDEMPTION	\$200.00	\$1.00	200.000-	13,632.590
02-22-12	DIRECT PURCHASE	\$200.00	\$1.00	200.000	13,832.590
02-22-12	DIRECT PURCHASE	\$787.46	\$1.00	787.460	14,620.050
03-19-12	TRANSFER FR [REDACTED]	\$6,552.38	\$1.00	6,552.380	21,172.430
05-31-12	CHECK LIQUIDATION 000000026	\$2,000.00	\$1.00	2,000.000-	19,172.430
07-09-12	DIRECT PURCHASE	\$1,124.65	\$1.00	1,124.650	20,297.080
07-10-12	CHECK LIQUIDATION 000000027	\$750.00	\$1.00	750.000-	19,547.080
10-01-12	CHECK LIQUIDATION 000000028	\$600.00	\$1.00	600.000-	18,947.080
10-01-12	CHECK LIQUIDATION 000000029	\$1,500.00	\$1.00	1,500.000-	17,447.080
10-01-12	CHECK LIQUIDATION 000000030	\$500.00	\$1.00	500.000-	16,947.080
10-12-12	DIRECT PURCHASE	\$2,100.00	\$1.00	2,100.000	19,047.080

12-31-12 TOTAL ACCOUNT VALUE: \$19,047.08 AT \$1.00 PER SHARE

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11

Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin Money Fund  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

## DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

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· Address · Distribution Options

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## YEAR-END STATEMENT

► PLEASE RETAIN FOR YOUR RECORDS



FRANKLIN TEMPLETON  
INVESTMENTS

## Year-End Asset Summary

January 1, 2012 - December 31, 2012

Page 2 of 2 \*

### Franklin Money Fund

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Shareholder Information

- The 7-day current yield as of 12/26/2012 was 0.00%. *Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.*
- This statement shows your account activity for 2012, so it's important that you retain it for your records. You can access historical account statements and tax documents by logging into your account at [franklintempleton.com](http://franklintempleton.com).
- Gearing up for tax season? So are we. Visit our online Tax Center at [franklintempleton.com/taxcenter](http://franklintempleton.com/taxcenter) to learn when 2012 tax forms and fund-specific tax information will be available.

# YEAR-END STATEMENT

► PLEASE RETAIN FOR YOUR RECORDS



FRANKLIN TEMPLETON  
INVESTMENTS

{0008688 60957 01012014 A 99}

QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910



## Year-End Asset Summary

January 1, 2013 - December 31, 2013

Page 1 of 2

Distributed

By: FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer  
Service:

franklintempleton.com  
Shareholder Services (800) 632-2301

Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

### Franklin Money Fund

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

#### Year-to-Date Summary:

Income Dividends: \$0.00  
Long-Term Capital Gains: \$0.00

#### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-13	BALANCE FORWARD	\$19,047.08	\$1.00		19,047.080
02-08-13	CHECK LIQUIDATION 000000031	\$1,500.00	\$1.00	1,500.000-	17,547.080
05-24-13	DIRECT PURCHASE	\$3,614.14	\$1.00	3,614.140	21,161.220
05-24-13	DIRECT PURCHASE	\$100.00	\$1.00	100.000	21,261.220
08-09-13	DIRECT PURCHASE	\$1,086.56	\$1.00	1,086.560	22,347.780
08-22-13	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	23,347.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,372.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,397.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,422.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,447.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,472.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,497.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,522.780
10-31-13	DIRECT PURCHASE	\$25.00	\$1.00	25.000	23,547.780
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,597.780

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11

Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin Money Fund  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

### DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

☐ Check here and complete reverse side if changes are necessary for:  
- Address - Distribution Options

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FTIS0096



# YEAR-END STATEMENT

► PLEASE RETAIN FOR YOUR RECORDS



FRANKLIN TEMPLETON  
INVESTMENTS

## Year-End Asset Summary

January 1, 2013 - December 31, 2013

Page 2 of 2 \*

### Franklin Money Fund

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,647.780
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,697.780
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,747.780
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,797.780
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,847.780
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,897.780
10-31-13	DIRECT PURCHASE	\$50.00	\$1.00	50.000	23,947.780
10-31-13	DIRECT PURCHASE	\$55.00	\$1.00	55.000	24,002.780
10-31-13	DIRECT PURCHASE	\$75.00	\$1.00	75.000	24,077.780
10-31-13	DIRECT PURCHASE	\$80.00	\$1.00	80.000	24,157.780
10-31-13	DIRECT PURCHASE	\$90.00	\$1.00	90.000	24,247.780
10-31-13	DIRECT PURCHASE	\$100.00	\$1.00	100.000	24,347.780
10-31-13	DIRECT PURCHASE	\$100.00	\$1.00	100.000	24,447.780
10-31-13	DIRECT PURCHASE	\$100.00	\$1.00	100.000	24,547.780
10-31-13	DIRECT PURCHASE	\$100.00	\$1.00	100.000	24,647.780
10-31-13	DIRECT PURCHASE	\$100.00	\$1.00	100.000	24,747.780
10-31-13	DIRECT PURCHASE	\$200.00	\$1.00	200.000	24,947.780

**12-31-13 TOTAL ACCOUNT VALUE: \$24,947.78 AT \$1.00 PER SHARE**

### Shareholder Information

- \* The 7-day current yield as of 12/26/2013 was 0.00%. Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.
- \* Effective February 28, 2014, your Franklin Money Fund will begin using a new bank for processing money fund checks. The new bank, United Missouri Bank, will replace Bank of America, the current bank through which money fund checks are processed. If you have any questions about this change or for information on how to order new checks, please call Shareholder Services.
- \* This statement shows your account activity for 2013, so it's important that you retain it for your records. You can access historical account statements and tax documents by logging into your account at [franklintempleton.com](http://franklintempleton.com).
- \* April 15th is closer than you think. Visit our online Tax Center at [franklintempleton.com/taxcenter](http://franklintempleton.com/taxcenter) to learn when 2013 tax forms and other tax information will be available.



FRANKLIN TEMPLETON  
INVESTMENTS

# Year-End Statement

January 1, 2014 - December 31, 2014

Page 1 of 1 \*

## ► PLEASE RETAIN FOR YOUR RECORDS

{0218438 60956 01012015 A 99}

QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910



Distributed  
By:

FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer  
Service:

franklintempleton.com  
Shareholder Services (800) 632-2301

Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

## Franklin Money Fund

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Year-to-Date Summary:

Income Dividends: \$0.00  
Long-Term Capital Gains: \$0.00

### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-14	BALANCE FORWARD	\$24,947.78	\$1.00		24,947.780
01-27-14	CHECK LIQUIDATION 000000001	\$1,600.00	\$1.00	1,600.000-	23,347.780
09-11-14	DIRECT PURCHASE	\$4,485.00	\$1.00	4,485.000	27,832.780
09-11-14	DIRECT PURCHASE	\$2,965.00	\$1.00	2,965.000	30,797.780
09-11-14	DIRECT PURCHASE	\$50.00	\$1.00	50.000	30,847.780
10-07-14	CHECK LIQUIDATION 000000021	\$7,500.00	\$1.00	7,500.000-	23,347.780

12-31-14 TOTAL ACCOUNT VALUE: \$23,347.78 AT \$1.00 PER SHARE

### Shareholder Information

- The 7-day current yield as of 12/31/2014 was 0.00%. Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin Money Fund  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

## DEPOSIT SLIP

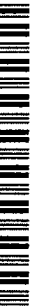
QUEEN OF PEACE FOUNDATION  
C/O REV JOHNSON  
9317 CACTUS WOOD DR  
LAS VEGAS NV 89134-8910

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151



- ☐ Check here and complete reverse side if changes are necessary for:
- Address

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# Year-End Statement

January 1, 2015 - December 31, 2015

Page 1 of 2

## ► PLEASE RETAIN FOR YOUR RECORDS

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Distributed  
By:

FRANKLIN TEMPLETON DISTRIBUTORS INC

QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913

Customer  
Service:

franklintempleton.com  
Shareholder Services (800) 632-2301



Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Year-to-Date Summary:

Income Dividends: \$0.00  
Long-Term Capital Gains: \$0.00

### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-15	BALANCE FORWARD	\$23,347.78	\$1.00		23,347.780
05-11-15	CHECK LIQUIDATION 000000023	\$500.00	\$1.00	500.000-	22,847.780
09-11-15	WIRE PURCHASE	\$80,000.00	\$1.00	80,000.000	102,847.780
09-11-15	DIRECT PURCHASE	\$100.00	\$1.00	100.000	102,947.780
09-11-15	DIRECT PURCHASE	\$200.00	\$1.00	200.000	103,147.780
09-11-15	DIRECT PURCHASE	\$200.00	\$1.00	200.000	103,347.780
09-11-15	TRANSFER IN	\$6,266.16	\$1.00	6,266.160	109,613.940
09-14-15	WIRE REDEMPTION	\$80,000.00	\$1.00	80,000.000-	29,613.940
10-28-15	CHECK LIQUIDATION 000000041	\$500.00	\$1.00	500.000-	29,113.940
11-13-15	DIRECT PURCHASE	\$50.00	\$1.00	50.000	29,163.940
11-13-15	DIRECT PURCHASE	\$50.00	\$1.00	50.000	29,213.940
11-13-15	DIRECT PURCHASE	\$100.00	\$1.00	100.000	29,313.940
11-13-15	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	30,313.940

12-31-15 TOTAL ACCOUNT VALUE: \$30,313.94 AT \$1.00 PER SHARE

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Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin U.S. Government Money Fund - Class A  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

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# Year-End Statement

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January 1, 2015 - December 31, 2015

Page 2 of 2 \*

► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Shareholder Information

The 7-day current yield as of 12/30/2015 was 0.00%. Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.



# Year-End Statement

January 1, 2016 - December 31, 2016

Page 1 of 3

## ► PLEASE RETAIN FOR YOUR RECORDS

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QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913



Distributed  
By:

FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer  
Service:

franklintempleton.com  
Shareholder Services (800) 632-2301

Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FFMXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

Year-to-Date Summary:  
Income Dividends: \$0.00  
Long-Term Capital Gains: \$0.00

### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-16	BALANCE FORWARD	\$30,313.94	\$1.00		30,313.940
01-04-16	DIRECT PURCHASE	\$50.00	\$1.00	50.000	30,363.940
01-04-16	DIRECT PURCHASE	\$50.00	\$1.00	50.000	30,413.940
01-04-16	DIRECT PURCHASE	\$50.00	\$1.00	50.000	30,463.940
01-04-16	DIRECT PURCHASE	\$100.00	\$1.00	100.000	30,563.940
01-04-16	DIRECT PURCHASE	\$100.00	\$1.00	100.000	30,663.940
01-04-16	DIRECT PURCHASE	\$150.00	\$1.00	150.000	30,813.940
01-04-16	DIRECT PURCHASE	\$260.00	\$1.00	260.000	31,073.940
01-04-16	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	32,073.940
01-04-16	DIRECT PURCHASE	\$50,000.00	\$1.00	50,000.000	82,073.940
01-05-16	CHECK LIQUIDATION 000000026	\$1,000.00	\$1.00	1,000.000-	81,073.940
01-11-16	CHECK LIQUIDATION 000000024	\$1,000.00	\$1.00	1,000.000-	80,073.940
01-15-16	DIRECT PURCHASE	\$5,000.00	\$1.00	5,000.000	85,073.940
01-22-16	WIRE REDEMPTION	\$50,000.00	\$1.00	50,000.000-	35,073.940
02-25-16	WIRE REDEMPTION	\$5,000.00	\$1.00	5,000.000-	30,073.940

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Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin U.S. Government Money Fund - Class A  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

## DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

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# Year-End Statement

January 1, 2016 - December 31, 2016

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► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
02-25-16	DIRECT PURCHASE	\$5,000.00	\$1.00	5,000.000	35,073.940
02-25-16	DIRECT PURCHASE	\$195.00	\$1.00	195.000	35,268.940
03-24-16	DIRECT PURCHASE	\$100.00	\$1.00	100.000	35,368.940
03-24-16	DIRECT PURCHASE	\$200.00	\$1.00	200.000	35,568.940
03-24-16	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	36,568.940
04-04-16	CHECK LIQUIDATION 000000027	\$1,000.00	\$1.00	1,000.000-	35,568.940
04-21-16	PARTIAL REDEMPTION	\$3,000.00	\$1.00	3,000.000-	32,568.940
04-21-16	PARTIAL REDEMPTION	\$2,600.00	\$1.00	2,600.000-	29,968.940
04-21-16	DIRECT PURCHASE	\$3,000.00	\$1.00	3,000.000	32,968.940
04-21-16	DIRECT PURCHASE	\$100.00	\$1.00	100.000	33,068.940
05-12-16	DIRECT PURCHASE	\$2,471.21	\$1.00	2,471.210	35,540.150
05-18-16	CHECK LIQUIDATION 000000028	\$2,500.00	\$1.00	2,500.000-	33,040.150
07-05-16	CHECK LIQUIDATION 000000029	\$15,000.00	\$1.00	15,000.000-	18,040.150
08-02-16	DIRECT PURCHASE	\$8,200.00	\$1.00	8,200.000	26,240.150
08-02-16	DIRECT PURCHASE	\$2,520.00	\$1.00	2,520.000	28,760.150
08-02-16	DIRECT PURCHASE	\$400.00	\$1.00	400.000	29,160.150
08-02-16	DIRECT PURCHASE	\$30.00	\$1.00	30.000	29,190.150
08-02-16	DIRECT PURCHASE	\$30.00	\$1.00	30.000	29,220.150
08-02-16	DIRECT PURCHASE	\$2,600.00	\$1.00	2,600.000	31,820.150
08-02-16	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	32,820.150
09-02-16	CHECK LIQUIDATION 000000032	\$1,000.00	\$1.00	1,000.000-	31,820.150
09-19-16	CHECK LIQUIDATION 000000036	\$500.00	\$1.00	500.000-	31,320.150
09-20-16	WIRE PURCHASE	\$70,000.00	\$1.00	70,000.000	101,320.150
10-06-16	DIRECT PURCHASE	\$200.00	\$1.00	200.000	101,520.150
10-06-16	DIRECT PURCHASE	\$200.00	\$1.00	200.000	101,720.150
10-06-16	DIRECT PURCHASE	\$300.00	\$1.00	300.000	102,020.150
10-06-16	DIRECT PURCHASE	\$500.00	\$1.00	500.000	102,520.150
10-06-16	DIRECT PURCHASE	\$500.00	\$1.00	500.000	103,020.150
10-06-16	DIRECT PURCHASE	\$603.00	\$1.00	603.000	103,623.150
10-06-16	DIRECT PURCHASE	\$2,300.00	\$1.00	2,300.000	105,923.150
10-17-16	CHECK LIQUIDATION 000000031	\$1,000.00	\$1.00	1,000.000-	104,923.150
10-17-16	CHECK LIQUIDATION 000000033	\$730.00	\$1.00	730.000-	104,193.150
10-17-16	CHECK LIQUIDATION 000000034	\$1,000.00	\$1.00	1,000.000-	103,193.150
10-17-16	CHECK LIQUIDATION 000000035	\$2,000.00	\$1.00	2,000.000-	101,193.150
10-26-16	CHECK LIQUIDATION 000000037	\$500.00	\$1.00	500.000-	100,693.150
11-14-16	CHECK LIQUIDATION 000000042	\$70,000.00	\$1.00	70,000.000-	30,693.150
11-22-16	DIRECT PURCHASE	\$250.00	\$1.00	250.000	30,943.150
11-22-16	DIRECT PURCHASE	\$500.00	\$1.00	500.000	31,443.150
11-22-16	DIRECT PURCHASE	\$910.00	\$1.00	910.000	32,353.150
11-22-16	DIRECT PURCHASE	\$2,000.00	\$1.00	2,000.000	34,353.150
11-22-16	DIRECT PURCHASE	\$9,000.00	\$1.00	9,000.000	43,353.150
11-22-16	DIRECT PURCHASE	\$9,000.00	\$1.00	9,000.000	52,353.150

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# Year-End Statement

January 1, 2016 - December 31, 2016

Page 3 of 3 \*

► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
11-22-16	CHECK LIQUIDATION 000000039	\$500.00	\$1.00	500.000-	51,853.150
12-19-16	CHECK LIQUIDATION 000000040	\$20,000.00	\$1.00	20,000.000-	31,853.150

**12-31-16 TOTAL ACCOUNT VALUE: \$31,853.15 AT \$1.00 PER SHARE**

### Shareholder Information

\* The 7-day current yield as of 12/28/2016 was 0.00%. Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.





# Year-End Statement

January 1, 2017 - December 31, 2017

Page 1 of 5

## ► PLEASE RETAIN FOR YOUR RECORDS

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QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913



Distributed  
By:

FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer  
Service:

franklintempleton.com  
Shareholder Services (800) 632-2301

Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

Year-to-Date Summary:  
Income Dividends: \$192.35  
Long-Term Capital Gains: \$0.00

### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-17	BALANCE FORWARD	\$31,853.15	\$1.00		31,853.150
01-03-17	CHECK LIQUIDATION 000000043	\$500.00	\$1.00	500.000-	31,353.150
01-03-17	CHECK LIQUIDATION 000000044	\$500.00	\$1.00	500.000-	30,853.150
01-05-17	CHECK LIQUIDATION 000000045	\$500.00	\$1.00	500.000-	30,353.150
01-19-17	CHECK LIQUIDATION 000000048	\$4,800.00	\$1.00	4,800.000-	25,553.150
01-20-17	CHECK LIQUIDATION 000000046	\$500.00	\$1.00	500.000-	25,053.150
01-26-17	CHECK LIQUIDATION 000000050	\$1,000.00	\$1.00	1,000.000-	24,053.150
01-27-17	DIRECT PURCHASE	\$50.00	\$1.00	50.000	24,103.150
01-27-17	DIRECT PURCHASE	\$80.00	\$1.00	80.000	24,183.150
01-27-17	DIRECT PURCHASE	\$80.00	\$1.00	80.000	24,263.150
01-27-17	DIRECT PURCHASE	\$80.00	\$1.00	80.000	24,343.150
01-27-17	DIRECT PURCHASE	\$80.00	\$1.00	80.000	24,423.150
01-27-17	DIRECT PURCHASE	\$80.00	\$1.00	80.000	24,503.150
01-27-17	DIRECT PURCHASE	\$80.00	\$1.00	80.000	24,583.150
01-27-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	24,683.150

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11

Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin U.S. Government Money Fund - Class A  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
1300 JUNIPERO SERRA BLVD  
SAN FRANCISCO CA 94132-2913

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

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# Year-End Statement

January 1, 2017 - December 31, 2017

Page 2 of 5

► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-27-17	DIRECT PURCHASE	\$160.00	\$1.00	160.000	24,843.150
01-27-17	DIRECT PURCHASE	\$160.00	\$1.00	160.000	25,003.150
01-27-17	DIRECT PURCHASE	\$160.00	\$1.00	160.000	25,163.150
01-27-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	25,363.150
01-27-17	DIRECT PURCHASE	\$240.00	\$1.00	240.000	25,603.150
01-27-17	DIRECT PURCHASE	\$240.00	\$1.00	240.000	25,843.150
01-27-17	DIRECT PURCHASE	\$800.00	\$1.00	800.000	26,643.150
01-27-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	27,643.150
01-27-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	28,643.150
01-27-17	DIRECT PURCHASE	\$2,400.00	\$1.00	2,400.000	31,043.150
01-27-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	31,543.150
01-27-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	32,043.150
01-27-17	DIRECT PURCHASE	\$30,000.00	\$1.00	30,000.000	62,043.150
02-15-17	CHECK LIQUIDATION 000000053	\$500.00	\$1.00	500.000	61,543.150
02-16-17	CHECK LIQUIDATION 000000052	\$2,100.00	\$1.00	2,100.000	59,443.150
02-23-17	CHECK LIQUIDATION 000000047	\$30,000.00	\$1.00	30,000.000	29,443.150
02-23-17	CHECK LIQUIDATION 000000049	\$6,000.00	\$1.00	6,000.000	23,443.150
02-23-17	CHECK LIQUIDATION 000000051	\$2,000.00	\$1.00	2,000.000	21,443.150
02-28-17	DIV REINVEST	\$0.02	\$1.00	0.020	21,443.170
03-10-17	CHECK LIQUIDATION 000000054	\$500.00	\$1.00	500.000	20,943.170
03-14-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	21,043.170
03-14-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	21,143.170
03-14-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	21,243.170
03-14-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	21,343.170
03-14-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	21,443.170
03-14-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	21,643.170
03-14-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	21,843.170
03-14-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	22,043.170
03-14-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	22,243.170
03-14-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	22,443.170
03-14-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	22,643.170
03-14-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	22,843.170
03-14-17	DIRECT PURCHASE	\$250.00	\$1.00	250.000	23,093.170
03-14-17	DIRECT PURCHASE	\$300.00	\$1.00	300.000	23,393.170
03-14-17	DIRECT PURCHASE	\$300.00	\$1.00	300.000	23,693.170
03-14-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	24,193.170
03-14-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	24,693.170
03-14-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	25,193.170
03-14-17	DIRECT PURCHASE	\$600.00	\$1.00	600.000	25,793.170
03-14-17	DIRECT PURCHASE	\$600.00	\$1.00	600.000	26,393.170
03-14-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	27,393.170
03-14-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	28,393.170
03-14-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	29,393.170

Continued on next page

# Year-End Statement

January 1, 2017 - December 31, 2017

Page 3 of 5

► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
03-14-17	DIRECT PURCHASE	\$1,200.00	\$1.00	1,200.000	30,593.170
03-14-17	DIRECT PURCHASE	\$1,500.00	\$1.00	1,500.000	32,093.170
03-14-17	DIRECT PURCHASE	\$1,500.00	\$1.00	1,500.000	33,593.170
03-14-17	DIRECT PURCHASE	\$2,273.00	\$1.00	2,273.000	35,866.170
03-14-17	DIRECT PURCHASE	\$3,000.00	\$1.00	3,000.000	38,866.170
03-14-17	DIRECT PURCHASE	\$3,000.00	\$1.00	3,000.000	41,866.170
03-14-17	DIRECT PURCHASE	\$4,000.00	\$1.00	4,000.000	45,866.170
03-14-17	DIRECT PURCHASE	\$5,000.00	\$1.00	5,000.000	50,866.170
03-22-17	CHECK LIQUIDATION 000000056	\$1,000.00	\$1.00	1,000.000	49,866.170
03-27-17	CHECK LIQUIDATION 000000055	\$500.00	\$1.00	500.000	49,366.170
03-31-17	DIV REINVEST	\$3.18	\$1.00	3.180	49,369.350
04-04-17	DIRECT PURCHASE	\$400.00	\$1.00	400.000	49,769.350
04-04-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	50,269.350
04-10-17	CHECK LIQUIDATION 000000057	\$1,400.00	\$1.00	1,400.000	48,869.350
04-24-17	CHECK LIQUIDATION 000000058	\$500.00	\$1.00	500.000	48,369.350
04-28-17	DIV REINVEST	\$6.68	\$1.00	6.680	48,376.030
05-02-17	CHECK LIQUIDATION 000000059	\$900.00	\$1.00	900.000	47,476.030
05-02-17	CHECK LIQUIDATION 000000060	\$1,000.00	\$1.00	1,000.000	46,476.030
05-15-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	46,976.030
05-15-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	47,976.030
05-15-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	48,476.030
05-15-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	48,676.030
05-31-17	DIV REINVEST	\$10.57	\$1.00	10.570	48,686.600
06-02-17	DIRECT PURCHASE	\$10.00	\$1.00	10.000	48,696.600
06-02-17	DIRECT PURCHASE	\$30.00	\$1.00	30.000	48,726.600
06-02-17	DIRECT PURCHASE	\$50.00	\$1.00	50.000	48,776.600
06-02-17	DIRECT PURCHASE	\$50.00	\$1.00	50.000	48,826.600
06-02-17	DIRECT PURCHASE	\$50.00	\$1.00	50.000	48,876.600
06-02-17	DIRECT PURCHASE	\$50.00	\$1.00	50.000	48,926.600
06-02-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	49,026.600
06-02-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	49,126.600
06-02-17	DIRECT PURCHASE	\$150.00	\$1.00	150.000	49,276.600
06-02-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	49,476.600
06-02-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	49,676.600
06-02-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	49,876.600
06-02-17	DIRECT PURCHASE	\$810.00	\$1.00	810.000	50,686.600
06-02-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	51,686.600
06-02-17	DIRECT PURCHASE	\$10,000.00	\$1.00	10,000.000	61,686.600
06-02-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	62,186.600
06-02-17	CHECK LIQUIDATION 000000061	\$5,100.00	\$1.00	5,100.000	57,086.600
06-02-17	CHECK LIQUIDATION 000000062	\$1,000.00	\$1.00	1,000.000	56,086.600
06-16-17	DIRECT PURCHASE	\$12,000.00	\$1.00	12,000.000	68,086.600
06-16-17	DIRECT PURCHASE	\$134.04	\$1.00	134.040	68,220.640

Continued on next page



# Year-End Statement

January 1, 2017 - December 31, 2017

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► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
06-30-17	DIV REINVEST	\$18.55	\$1.00	18.550	68,239.190
07-31-17	CHECK LIQUIDATION 000000063	\$3,700.00	\$1.00	3,700.000-	64,539.190
07-31-17	CHECK LIQUIDATION 000000064	\$2,000.00	\$1.00	2,000.000-	62,539.190
07-31-17	DIV REINVEST	\$24.57	\$1.00	24.570	62,563.760
08-11-17	CHECK LIQUIDATION 000000065	\$1,500.00	\$1.00	1,500.000-	61,063.760
08-31-17	DIV REINVEST	\$24.88	\$1.00	24.880	61,088.640
09-06-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	61,188.640
09-06-17	DIRECT PURCHASE	\$200.00	\$1.00	200.000	61,388.640
09-06-17	DIRECT PURCHASE	\$300.00	\$1.00	300.000	61,688.640
09-06-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	62,188.640
09-06-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	62,688.640
09-06-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	63,188.640
09-06-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	63,688.640
09-06-17	DIRECT PURCHASE	\$800.00	\$1.00	800.000	64,488.640
09-06-17	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	65,488.640
09-06-17	DIRECT PURCHASE	\$1,600.00	\$1.00	1,600.000	67,088.640
09-06-17	DIRECT PURCHASE	\$1,600.00	\$1.00	1,600.000	68,688.640
09-11-17	CHECK LIQUIDATION 000000068	\$1,000.00	\$1.00	1,000.000-	67,688.640
09-12-17	CHECK LIQUIDATION 000000066	\$500.00	\$1.00	500.000-	67,188.640
09-27-17	CHECK LIQUIDATION 000000069	\$2,200.00	\$1.00	2,200.000-	64,988.640
09-29-17	DIV REINVEST	\$25.71	\$1.00	25.710	65,014.350
10-03-17	CHECK LIQUIDATION 000000070	\$500.00	\$1.00	500.000-	64,514.350
10-17-17	CHECK LIQUIDATION 000000072	\$500.00	\$1.00	500.000-	64,014.350
10-19-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	64,114.350
10-19-17	DIRECT PURCHASE	\$100.00	\$1.00	100.000	64,214.350
10-19-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	64,714.350
10-19-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	65,214.350
10-19-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	65,714.350
10-19-17	DIRECT PURCHASE	\$500.00	\$1.00	500.000	66,214.350
10-19-17	DIRECT PURCHASE	\$675.00	\$1.00	675.000	66,889.350
10-19-17	DIRECT PURCHASE	\$2,000.00	\$1.00	2,000.000	68,889.350
10-19-17	DIRECT PURCHASE	\$2,150.00	\$1.00	2,150.000	71,039.350
10-19-17	DIRECT PURCHASE	\$2,500.00	\$1.00	2,500.000	73,539.350
10-30-17	CHECK LIQUIDATION 000000076	\$500.00	\$1.00	500.000-	73,039.350
10-31-17	DIV REINVEST	\$29.52	\$1.00	29.520	73,068.870
11-08-17	CHECK LIQUIDATION 000000077	\$1,000.00	\$1.00	1,000.000-	72,068.870
11-14-17	CHECK LIQUIDATION 000000078	\$12,000.00	\$1.00	12,000.000-	60,068.870
11-28-17	CHECK LIQUIDATION 000000071	\$2,150.00	\$1.00	2,150.000-	57,918.870
11-28-17	CHECK LIQUIDATION 000000073	\$2,000.00	\$1.00	2,000.000-	55,918.870
11-28-17	CHECK LIQUIDATION 000000074	\$2,300.00	\$1.00	2,300.000-	53,618.870
11-28-17	CHECK LIQUIDATION 000000075	\$5,000.00	\$1.00	5,000.000-	48,618.870

Continued on next page

# Year-End Statement

January 1, 2017 - December 31, 2017

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► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
11-30-17	DIV REINVEST	\$25.66	\$1.00	25.660	48,644.530
12-29-17	DIV REINVEST	\$23.01	\$1.00	23.010	48,667.540

**12-31-17 TOTAL ACCOUNT VALUE: \$48,667.54 AT \$1.00 PER SHARE**

### Shareholder Information

- The 7-day current yield as of 12/27/2017 was 0.63%. Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.
- Effective February 1, 2018, certificates will no longer be issued for fund shares. If you have any questions, please contact Shareholder Services.





# Year-End Statement

January 1, 2018 - December 31, 2018

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## ► PLEASE RETAIN FOR YOUR RECORDS

{0119453 60961 01012019 A 99}

QUEEN OF PEACE FOUNDATION  
3931 ALEMANY BLVD STE 2003-265  
SAN FRANCISCO CA 94132-3293



Distributed  
By:

FRANKLIN TEMPLETON DISTRIBUTORS INC

Customer  
Service:

[franklintempleton.com](http://franklintempleton.com)  
Shareholder Services (800) 632-2301

Mailing  
Address:

3344 Quality Drive  
PO Box 2258  
Rancho Cordova, CA 95741-2258

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

Year-to-Date Summary:  
Income Dividends: \$487.25  
Long-Term Capital Gains: \$0.00

### Transaction Details

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-01-18	BALANCE FORWARD	\$48,667.54	\$1.00		48,667.540
01-02-18	CHECK LIQUIDATION 000000080	\$1,000.00	\$1.00	1,000.000-	47,667.540
01-11-18	DIRECT PURCHASE	\$50.00	\$1.00	50.000	47,717.540
01-11-18	DIRECT PURCHASE	\$50.00	\$1.00	50.000	47,767.540
01-11-18	DIRECT PURCHASE	\$50.00	\$1.00	50.000	47,817.540
01-11-18	DIRECT PURCHASE	\$50.00	\$1.00	50.000	47,867.540
01-11-18	DIRECT PURCHASE	\$90.00	\$1.00	90.000	47,957.540
01-11-18	DIRECT PURCHASE	\$100.00	\$1.00	100.000	48,057.540
01-11-18	DIRECT PURCHASE	\$200.00	\$1.00	200.000	48,257.540
01-11-18	DIRECT PURCHASE	\$205.00	\$1.00	205.000	48,462.540
01-11-18	DIRECT PURCHASE	\$360.00	\$1.00	360.000	48,822.540
01-11-18	DIRECT PURCHASE	\$360.00	\$1.00	360.000	49,182.540
01-11-18	DIRECT PURCHASE	\$500.00	\$1.00	500.000	49,682.540
01-11-18	DIRECT PURCHASE	\$540.00	\$1.00	540.000	50,222.540
01-11-18	DIRECT PURCHASE	\$565.00	\$1.00	565.000	50,787.540

Continued on next page

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Purchases can also be made online at [franklintempleton.com](http://franklintempleton.com)

Please make your check payable to:

Franklin U.S. Government Money Fund - Class A  
Fund-Account Number: 111-11121227190

Amount Enclosed:

\$

DEPOSIT SLIP

QUEEN OF PEACE FOUNDATION  
3931 ALEMANY BLVD STE 2003-265  
SAN FRANCISCO CA 94132-3293

FRANKLIN TEMPLETON INVESTMENTS  
PO BOX 997151  
SACRAMENTO CA 95899-7151

☐ Change of address? Check this box and complete reverse side of this form.



001 000011121227190 00111 101  
FTIS0109

# Year-End Statement

January 1, 2018 - December 31, 2018

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► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund-Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
01-11-18	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	51,787.540
01-11-18	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	52,787.540
01-11-18	DIRECT PURCHASE	\$2,000.00	\$1.00	2,000.000	54,787.540
01-11-18	DIRECT PURCHASE	\$225.00	\$1.00	225.000	55,012.540
01-11-18	DIRECT PURCHASE	\$500.00	\$1.00	500.000	55,512.540
01-11-18	DIRECT PURCHASE	\$500.00	\$1.00	500.000	56,012.540
01-11-18	DIRECT PURCHASE	\$500.00	\$1.00	500.000	56,512.540
01-11-18	DIRECT PURCHASE	\$500.00	\$1.00	500.000	57,012.540
01-11-18	DIRECT PURCHASE	\$675.00	\$1.00	675.000	57,687.540
01-11-18	DIRECT PURCHASE	\$1,710.00	\$1.00	1,710.000	59,397.540
01-11-18	DIRECT PURCHASE	\$2,000.00	\$1.00	2,000.000	61,397.540
01-11-18	DIRECT PURCHASE	\$19,000.00	\$1.00	19,000.000	80,397.540
01-18-18	WIRE REDEMPTION	\$35,000.00	\$1.00	35,000.000-	45,397.540
01-31-18	DIV REINVEST	\$33.87	\$1.00	33.870	45,431.410
02-16-18	CHECK LIQUIDATION 000000081	\$1,200.00	\$1.00	1,200.000-	44,231.410
02-16-18	CHECK LIQUIDATION 000000082	\$1,000.00	\$1.00	1,000.000-	43,231.410
02-28-18	DIV REINVEST	\$21.70	\$1.00	21.700	43,253.110
03-16-18	CHECK LIQUIDATION 000000083	\$3,000.00	\$1.00	3,000.000-	40,253.110
03-29-18	DIV REINVEST	\$27.59	\$1.00	27.590	40,280.700
04-09-18	DIRECT PURCHASE	\$100.00	\$1.00	100.000	40,380.700
04-09-18	DIRECT PURCHASE	\$100.00	\$1.00	100.000	40,480.700
04-09-18	DIRECT PURCHASE	\$100.00	\$1.00	100.000	40,580.700
04-09-18	DIRECT PURCHASE	\$200.00	\$1.00	200.000	40,780.700
04-09-18	DIRECT PURCHASE	\$250.00	\$1.00	250.000	41,030.700
04-09-18	DIRECT PURCHASE	\$250.00	\$1.00	250.000	41,280.700
04-09-18	DIRECT PURCHASE	\$300.00	\$1.00	300.000	41,580.700
04-09-18	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	42,580.700
04-13-18	CHECK LIQUIDATION 000000084	\$1,000.00	\$1.00	1,000.000-	41,580.700
04-20-18	CHECK LIQUIDATION 000000085	\$1,390.00	\$1.00	1,390.000-	40,190.700
04-27-18	CHECK LIQUIDATION 000000086	\$1,600.00	\$1.00	1,600.000-	38,590.700
04-30-18	DIV REINVEST	\$36.57	\$1.00	36.570	38,627.270
05-31-18	DIV REINVEST	\$38.07	\$1.00	38.070	38,665.340
06-14-18	DIRECT PURCHASE	\$25.00	\$1.00	25.000	38,690.340
06-14-18	DIRECT PURCHASE	\$200.00	\$1.00	200.000	38,890.340
06-14-18	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	39,890.340
06-14-18	DIRECT PURCHASE	\$1,000.00	\$1.00	1,000.000	40,890.340
06-14-18	DIRECT PURCHASE	\$3,500.00	\$1.00	3,500.000	44,390.340
06-19-18	CHECK LIQUIDATION 000000088	\$1,000.00	\$1.00	1,000.000-	43,390.340
06-29-18	DIV REINVEST	\$51.45	\$1.00	51.450	43,441.790
07-03-18	CHECK LIQUIDATION 000000090	\$500.00	\$1.00	500.000-	42,941.790
07-06-18	CHECK LIQUIDATION 000000087	\$1,600.00	\$1.00	1,600.000-	41,341.790
07-16-18	CHECK LIQUIDATION 000000089	\$1,600.00	\$1.00	1,600.000-	39,741.790
07-31-18	DIV REINVEST	\$49.39	\$1.00	49.390	39,791.180

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# Year-End Statement

January 1, 2018 - December 31, 2018

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► PLEASE RETAIN FOR YOUR RECORDS

## Franklin U.S. Government Money Fund - Class A

NASDAQ Symbol: FMFXX

Fund Account Number: 111-11121227190  
Asset Summary Number: 06549461

### Transaction Details - continued

DATE	TRANSACTION	DOLLAR AMOUNT	SHARE PRICE	SHARES	TOTAL SHARES
08-27-18	CHECK LIQUIDATION 000000091	\$2,500.00	\$1.00	2,500.000-	37,291.180
08-31-18	DIV REINVEST	\$47.42	\$1.00	47.420	37,338.600
09-20-18	CHECK LIQUIDATION 000000092	\$3,900.00	\$1.00	3,900.000-	33,438.600
09-28-18	DIV REINVEST	\$40.54	\$1.00	40.540	33,479.140
10-02-18	CHECK LIQUIDATION 000000095	\$5,000.00	\$1.00	5,000.000-	28,479.140
10-23-18	DIRECT PURCHASE	\$17,468.93	\$1.00	17,468.930	45,948.070
10-25-18	CHECK LIQUIDATION 000000094	\$1,968.93	\$1.00	1,968.930-	43,979.140
10-29-18	CHECK LIQUIDATION 000000096	\$2,000.00	\$1.00	2,000.000-	41,979.140
10-31-18	DIV REINVEST	\$47.33	\$1.00	47.330	42,026.470
11-05-18	CHECK LIQUIDATION 000000093	\$10,500.00	\$1.00	10,500.000-	31,526.470
11-30-18	DIV REINVEST	\$46.65	\$1.00	46.650	31,573.120
12-31-18	DIV REINVEST	\$46.67	\$1.00	46.670	31,619.790

**12-31-18 TOTAL ACCOUNT VALUE: \$31,619.79 AT \$1.00 PER SHARE**

### Shareholder Information

The 7-day current yield as of 12/26/2018 was 1.77%. Money market funds are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.



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**Your Asset Summary Number**

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ERROR: undefined  
OFFENDING COMMAND: rr

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**EXHIBIT 11D**



**Re: Mr. Sweeney**

**Michael Mcdonagh**

Thu 6/19/2014 7:59 AM

To: BENJAMIN SERYANI <seryani@msn.com>

Ben,

Spoke with Charlie Sweeney. Some clarity. As you mentioned in your email this morning, there are four issues.

1. Refinancing the large 30 m. loan may be possible through Bank of Ireland, NY at around 5%-6%. Banks moves slowly, as you know, and this would take 90 minimum.
2. If a partnership is entered into, it would take at least 2 months to generate income of around 100k+ monthly. Since sovereign to sovereign is the desired requirement, the idea of LPJ fulfilling this requirement would have to be presented and approved. However, this would require obtaining various forms of documentation. Charlie admitted the very fine line, of which you spoke. So, proceeding slowly, slowly in establishing a stable structure is in order!
3. The gentleman in Indonesia, Rudy Tanoesoedibjo, President, PT MNC SkyVision, Indonesia's largest pay-TV provider, makes regular trips to Jerusalem. In fact, he was here during Charlie's visit. He, too, raised some of the concerns that you mentioned about the possible partnership with Cardinal Resources. I asked if he is willing to donate, and it seems he is, but first a meeting with the Patriarch is in order.
4. Marc Arioto is also in the "willing to donate" category. I asked: why? Apparently, his grandfather founder of BoA was helped by the Vatican, and he wishes to show his appreciation for this. He is invited to the event in San Francisco. Hopefully, the Patriarch can meet with him while there.
5. The "squeeze" issue, as I understand it, is: if there is no sovereign to sovereign agreement, then Morgan Stanley would be the entity obtaining the initial supply (barrels of oil) agreement and the % to AUM would be about 5% of the profit. As I write this last point, I realize that I forgot to ask him about how Cardinal Resources intends to record the donation for tax purposes: 100% donation to AUM, or, in reality 75% for CR and 25% for AUM.
6. I suggested that there needs to be a lot of clarification and discussion of potential pitfalls in adopting a partnership. He agreed.
7. Patriarch mentioned that there is a Queen of Peace Foundation set up by Canon Andrew Johnson, a Canon of the Latin Patriarchate, living in San Francisco. It is a 501 (c)(3). This is the website: <http://www.queenofpeacefoundation.org/board.htm>

I also mentioned that Charlie should contact you for information, and that I would assist you in obtaining whatever information or documents are required. I say this not to add more to your already overburdened days, but to prevent too many individuals being contacted and, thus, creating a bit of a mess.

The above is a bit disjointed. Thanks a million for all that you do for AUM  
Fr. Michael

On Thursday, June 19, 2014 7:34 AM, BENJAMIN SERYANI <seryani@msn.com> wrote:

Dear,

When I had the meeting with Charlie those are the subject we discussed  
Without the Cardinal Holding /this is new .

I will try to get hold of him tonight and update everyone.  
God bless

Sent from my iPad

Begin forwarded message:

**From:** "C Sweeney- PacGlobal" <[cs.pacglobal@gmail.com](mailto:cs.pacglobal@gmail.com)>  
**Date:** June 19, 2014 at 12:47:54 AM GMT+3  
**To:** "Benjamin Seryani" <[ben@synergysselectone.com](mailto:ben@synergysselectone.com)>

**Subject: FW: brochures on AUM / Loans**

Hi Ben:

Getting back into my routine here.

The 4 work streams that I'm working on with you are:

1. Refinance the debt - \$30-35M
2. Solar Farm Financing
3. Insurance for AUM –
4. Cardinal Holdings – agreement with the Latin Patriarch to facilitate donations

The following is an email from my brother on the type of information that's needed to refinance the debt. He's a banker and has approached a few banks and trusts to discuss a long term debt facility and there seems to be some preliminary interest.

Let me know when you are free for a call.

Charlie Sweeney Jr

If you would like me to run out to Merced to look at the houses you are considering, let me know. I can do it any day next week.

**From:** Brian Sweeney  
**Sent:** Wednesday, June 18, 2014 11:54 AM  
**To:** C Sweeney- PacGlobal  
**Subject:** Re: brochures on AUM

can we get the electronic versions of these? Probably will help with marketing this.

Need to know:

What type of loan is currently outstanding?

What type is ideal?

Amount currently outstanding and needed moving forward?

Term that will fit the school?

Guarantor and their wherewithal to support the loan?

What are current financials of the school?

What is the underlying collateral-- real estate vs. operating company/school vs. guarantee?

Are there any restrictions to domestic funding- (tax)?

Who have they already taken this to ?

Anyone they do not want them to take to?

Probably more questions but just my initial ones.

On Tue, Jun 17, 2014 at 7:25 PM, C Sweeney- PacGlobal  
<[cs.pacglobal@gmail.com](mailto:cs.pacglobal@gmail.com)> wrote:

***Charlie Sweeney***  
**+1 (510) 301-8478**  
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Sent from my iPad

# EXHIBIT 12

**AZ SWISS SA; Company Register Switzerland**

October 30, 2012

**AZ SWISS SA**

Paradiso 6900

Switzerland

County: TI

**Company Identifiers**

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WORLDBOX-NR: 9-591-512.CH

REGISTER NUMBER: 501.3.017.084-2

PUBLICATION ID-Nr: 1677353021

**Company Information**

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REGISTER JOURNAL NUMBER: 12805

REGISTER JOURNAL DATE: 10/25/2012

PUBLISHER(CODE): HR

PUBLICATION NUMBER: 211

PUBLICATION TYPE: New entry

PUBLICATION TYPE(CODE): N

PUBLICATION CHANGES: Status

PUBLICATION CHANGES(CODE): S

**Description**

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**AZ SWISS** SA, in Paradiso, CH-501.3.017.084-2 , Via Luciano Zuccoli 19, 6900 Paradiso, società anonima (nuova iscrizione) . Data dello statuto: 24.10.2012. Scopo: La consulenza ed assistenza in materia di investimenti e strumenti finanziari nei confronti di intermediari abilitati e investitori istituzionali, la ricerca e l'analisi dei mercati finanziari di ogni Paese, società, prodotto finanziario e lo sviluppo di strategie d'investimento, nonché la prestazione di servizi accessori alle predette attività, inclusa l'elaborazione di dati finanziari ed economici aggregati. La società non fornisce le predette attività per conto terzi ma solo all'interno del proprio gruppo e in nessun caso si rivolge al pubblico. La società potrà compiere tutte le operazioni commerciali, mobiliari, immobiliari e finanziarie ritenute utili o necessarie per il conseguimento dello scopo sociale. La società potrà inoltre, in via non prevalente, assumere partecipazioni in altre società o imprese, sempre al solo fine del conseguimento dello scopo sociale. Capitale azionario: CHF 100'000.00 . Capitale azionario liberato: CHF 100'000.00. Azioni: 100 azioni nominative da CHF

## AZ SWISS SA; Company Register Switzerland

1'000.00. Organo di pubblicazione: FUSC. Le comunicazioni della società agli azionisti, se noti, avvengono per lettera raccomandata o telefax. Con dichiarazione del 24.10.2012 la società non è soggetta alla revisione ordinaria e rinuncia a una revisione limitata. Persone iscritte: Gabrielli, Gianluca, cittadino italiano, in Firenze (IT), presidente, con firma individuale; Presa, Nicola, cittadino italiano, in Paradiso, membro, con firma individuale; Bortolotti, Alessandro, cittadino italiano, in San Miniato (IT), membro, con firma collettiva a due; Dazzini, Giada, cittadina italiana, in Firenze (IT), membro, con firma collettiva a due; Pettini, Lucia, cittadina italiana, in Certaldo (IT), membro, con firma collettiva a due.



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**AZ SWISS SA; Company Register Switzerland**

October 30, 2012

**AZ SWISS SA**

Paradiso 6900

Schweiz

County: TI

**Company Identifiers**

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**WORLDBOX-NR:** 9-591-512.CH**REGISTER NUMBER:** 501.3.017.084-2**PUBLICATION ID-Nr:** 1677353021**Company Information**

---

**REGISTER JOURNAL NUMBER:** 12805**REGISTER JOURNAL DATE:** 10/25/2012**PUBLISHER(CODE):** HR**PUBLICATION NUMBER:** 211**PUBLICATION TYPE:** Neueintrag**PUBLICATION TYPE(CODE):** N**PUBLICATION CHANGES:** Status**PUBLICATION CHANGES(CODE):** S**Description**

---

**AZ SWISS** SA, in Paradiso, CH-501.3.017.084-2 , Via Luciano Zuccoli 19, 6900 Paradiso, società anonima (nuova iscrizione) . Data dello statuto: 24.10.2012. Scopo: La consulenza ed assistenza in materia di investimenti e strumenti finanziari nei confronti di intermediari abilitati e investitori istituzionali, la ricerca e l'analisi dei mercati finanziari di ogni Paese, società, prodotto finanziario e lo sviluppo di strategie d'investimento, nonché la prestazione di servizi accessori alle predette attività, inclusa l'elaborazione di dati finanziari ed economici aggregati. La società non fornisce le predette attività per conto terzi ma solo all'interno del proprio gruppo e in nessun caso si rivolge al pubblico. La società potrà compiere tutte le operazioni commerciali, mobiliari, immobiliari e finanziarie ritenute utili o necessarie per il conseguimento dello scopo sociale. La società potrà inoltre, in via non prevalente, assumere partecipazioni in altre società o imprese, sempre al solo fine del conseguimento dello scopo sociale. Capitale azionario: CHF 100'000.00 . Capitale azionario liberato: CHF 100'000.00. Azioni: 100 azioni nominative da CHF

## AZ SWISS SA; Company Register Switzerland

1'000.00. Organo di pubblicazione: FUSC. Le comunicazioni della società agli azionisti, se noti, avvengono per lettera raccomandata o telefax. Con dichiarazione del 24.10.2012 la società non è soggetta alla revisione ordinaria e rinuncia a una revisione limitata. Persone iscritte: Gabrielli, Gianluca, cittadino italiano, in Firenze (IT), presidente, con firma individuale; Presa, Nicola, cittadino italiano, in Paradiso, membro, con firma individuale; Bortolotti, Alessandro, cittadino italiano, in San Miniato (IT), membro, con firma collettiva a due; Dazzini, Giada, cittadina italiana, in Firenze (IT), membro, con firma collettiva a due; Pettini, Lucia, cittadina italiana, in Certaldo (IT), membro, con firma collettiva a due.



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## **AZ SWISS SA; Company Register Switzerland**

March 4, 2013

### **AZ SWISS SA**

Paradiso 6900

Schweiz

County: TI

### **Company Identifiers**

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**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 1779851305

### **Company Information**

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**REGISTER JOURNAL NUMBER:** 2588

**REGISTER JOURNAL DATE:** 02/27/2013

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 43

**PUBLICATION TYPE:** Veränderung

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Organ

**PUBLICATION CHANGES(CODE):** O

### **Description**

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**AZ SWISS SA**, in Paradiso, CH-501.3.017.084-2 , società anonima (FUSC no. 211 del 30.10.2012, Pubbl. 6911002). Persone dimissionarie e firme cancellate: Presa, Nicola, cittadino italiano, in Paradiso, membro, con firma individuale. Nuove persone iscritte o modifiche: Gabrielli, Gianluca, cittadino italiano, in Lugano, presidente, con firma individuale [finora: in Firenze (IT)]; Bortolotti, Alessandro, cittadino italiano, in Massagno, membro, con firma collettiva a due [finora: in San Miniato (IT)]; Dazzini, Giada, cittadina italiana, in Lugano, membro, con firma collettiva a due [finora: in Firenze (IT)]; Pettini, Lucia, cittadina italiana, in Massagno, membro, con firma collettiva a due [finora: in Certaldo (IT)]; Aliberti, Andrea, cittadino italiano, in Lussemburgo (LU), membro, con firma collettiva a due; Artoni, Fausto, cittadino italiano, in Milano (IT), membro, con firma collettiva a due; Fontana, Filippo, cittadino italiano, in Dublino (IE), membro, con firma collettiva a due.

AZ SWISS SA; Company Register Switzerland



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## **AZ SWISS SA; Company Register Switzerland**

March 4, 2013

### **AZ SWISS SA**

Paradiso 6900

Switzerland

County: TI

## **Company Identifiers**

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 1779851305

## **Company Information**

**REGISTER JOURNAL NUMBER:** 2588

**REGISTER JOURNAL DATE:** 02/27/2013

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 43

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Management

**PUBLICATION CHANGES(CODE):** O

## **Description**

**AZ SWISS** SA, in Paradiso, CH-501.3.017.084-2 , società anonima (FUSC no. 211 del 30.10.2012, Pubbl. 6911002). Persone dimissionarie e firme cancellate: Presa, Nicola, cittadino italiano, in Paradiso, membro, con firma individuale. Nuove persone iscritte o modifiche: Gabrielli, Gianluca, cittadino italiano, in Lugano, presidente, con firma individuale [finora: in Firenze (IT)]; Bortolotti, Alessandro, cittadino italiano, in Massagno, membro, con firma collettiva a due [finora: in San Miniato (IT)]; Dazzini, Giada, cittadina italiana, in Lugano, membro, con firma collettiva a due [finora: in Firenze (IT)]; Pettini, Lucia, cittadina italiana, in Massagno, membro, con firma collettiva a due [finora: in Certaldo (IT)]; Aliberti, Andrea, cittadino italiano, in Lussemburgo (LU), membro, con firma collettiva a due; Artoni, Fausto, cittadino italiano, in Milano (IT), membro, con firma collettiva a due; Fontana, Filippo, cittadino italiano, in Dublino (IE), membro, con firma collettiva a due.

AZ SWISS SA; Company Register Switzerland



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**SIURGEST Sagl; Company Register Switzerland**

March 5, 2013

SIURGEST Sagl

Chiasso 6830

Switzerland

County: TI

**Company Identifiers**

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WORLDBOX-NR: 8-912-765.CH

REGISTER NUMBER: 501.4.015.392-3

PUBLICATION ID-Nr: 1780544894

**Company Information**

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REGISTER JOURNAL NUMBER: 2687

REGISTER JOURNAL DATE: 02/28/2013

PUBLISHER(CODE): HR

PUBLICATION NUMBER: 44

PUBLICATION TYPE: Mutation

PUBLICATION TYPE(CODE): V

PUBLICATION CHANGES: Seat,Domicile

PUBLICATION CHANGES(CODE): LD

**Description**

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SIURGEST Sagl, in Chiasso, CH-501.4.015.392-3 , società a garanzia limitata (FUSC no. 31 del 14.02.2011, p. 17, Pubbl. 6031788). Statuti modificati: 25.02.2013. Nuova sede: Paradiso. Nuovo recapito: c/o **AZ SWISS** SA , Via Luciano Zuccoli 19, 6900 Paradiso.



SIQURGEST Sagl; Company Register Switzerland

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## **AZ Swiss Invest Finance Holding AG; Company Register Switzerland**

April 23, 2013

**AZ Swiss** Invest Finance Holding AG

Scuol 7550

Schweiz

County: GR

### **Company Identifiers**

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**WORLDBOX-NR:** 9-791-342.CH

**REGISTER NUMBER:** 350.3.011.650-6

**PUBLICATION ID-Nr:** 1811118291

### **Company Information**

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**REGISTER JOURNAL NUMBER:** 1528

**REGISTER JOURNAL DATE:** 04/18/2013

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 77

**PUBLICATION TYPE:** Neueintrag

**PUBLICATION TYPE(CODE):** N

**PUBLICATION CHANGES:** Status

**PUBLICATION CHANGES(CODE):** S

### **Description**

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**AZ Swiss** Invest Finance Holding AG, in Scuol, CH-350.3.011.650-6 , c/o Friedman GmbH, Hotel Scuol Palace, Nairs 500, 7550 Scuol, Aktiengesellschaft (Neueintragung) . Statutendatum: 16.04.2013. Zweck: Den Zweck der Gesellschaft bildet die Führung und der Betrieb von Hotel- und Restaurationsbetrieben aller Arten, insbesondere des Hotel Scuol Palace in Scuol. Sie kann ebenfalls derartige Betriebe erwerben, verwalten und veräussern. Die Gesellschaft kann Grundstücke und Immobilien erwerben, halten, verwalten, verpachten, vermieten und veräussern, sie kann weitere verwandte Branchen angliedern, Zweigniederlassungen und Tochtergesellschaften errichten, sich an anderen Unternehmungen des In- und Auslandes beteiligen; vollständige Zweckumschreibung gemäss Statuten. Aktienkapital: CHF 100'000.00 . Liberierung Aktienkapital: CHF 100'000.00. Aktien: 1'000 vinkulierte Namenaktien zu CHF 100.00. Publikationsorgan: SHAB. Die Mitteilungen an die Aktionäre erfolgen in schriftlicher Form an die im Aktienbuch verzeichneten Adressen. Vinkulierung: Die Übertragbarkeit der

## AZ Swiss Invest Finance Holding AG; Company Register Switzerland

Namenaktien ist nach Massgabe der Statuten beschränkt. Gemäss Erklärung vom 16.04.2013 wurde auf die eingeschränkte Revision verzichtet. Eingetragene Personen: Lazzarini, Dr. Guido, von Samedan, in Samedan, Präsident, mit Einzelunterschrift; Utamuradov, Azim, usbekischer Staatsangehöriger, in Djizak (UZ), Mitglied, mit Einzelunterschrift.

## Classification

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**Subject:** HOTELS & MOTELS (90%)



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## **AZ SWISS SA; Company Register Switzerland**

February 27, 2014

### **AZ SWISS SA**

Paradiso 6900

Switzerland

County: TI

### **Company Identifiers**

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**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 1945018837

### **Company Information**

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**REGISTER JOURNAL NUMBER:** 2552

**REGISTER JOURNAL DATE:** 02/24/2014

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 40

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Management

**PUBLICATION CHANGES(CODE):** O

### **Description**

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**AZ SWISS** SA, in Paradiso, CHE-404.931.690 , società anonima (FUSC no. 43 del 04.03.2013, Pubbl. 7087638).  
[radiati: Con dichiarazione del 24.10.2012 la società non è soggetta alla revisione ordinaria e rinuncia a una revisione limitata.].Nuove persone iscritte o modifiche: PricewaterhouseCoopers SA ( CHE-478.378.975 ), in Lugano, ufficio di revisione.



AZ SWISS SA; Company Register Switzerland

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**SIQURGEST SAGL IN LIQUIDAZIONE; Worldbase**

April 13, 2015

SIQURGEST SAGL IN LIQUIDAZIONE

C/O **AZ SWISS** SA

VIA LUCIANO ZUCCOLI 19

PARADISO 6900

SWITZERLAND

**Other Locations:**

**REGION:** EUROPE

**Communications**

---

**Telephone:** 916825071

**Other Communications Information:**

**COUNTRY CODE:** 0041

**CABLE TELEX:** NNYNNNR

**Company Identifiers**

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**DUNS:** 48-588-5730

**NATIONAL:** CH50140153923-Switzerland Registration Number

**CLASS CODE:** 661900-Switzerland NOGA 2008

**Company Information**

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**Founded:** 2011

**Legal Status:** Corporation

**Executives**

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CEO:

NICOLA PRESA, LIQUIDATOR

## Description

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SECURITY/COMMODITY SERVICE

## Market And Industry

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### SIC Codes:

6289 - Security/commodity service



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**Kappenberger Holding GmbH & Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)**

8. Mai 2015

Kappenberger Holding GmbH & Co. KG

Barbaraweg 2

Cham 93413

Deutschland

**Geschäftstätigkeit**

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**Rubrik:** Jahresabschluss

**Publikationsart:** 135 Jahresabschluss Finanzbericht

**Bekanntmachungstext:**

**Kappenberger Holding GmbH & Co. KG**

**Cham**

**Jahresabschluss zum 31.03.2014**

**Konzernlagebericht für das Geschäftsjahr vom 1. April 2013 bis zum 31. März 2014**

**Das Geschäftsjahr 2013/2014 im Überblick**

Auch 2013/2014 war wieder ein erfolgreiches Jahr fürK+B. Der Gewinn nach Steuern beträgt im abgelaufenen Geschäftsjahr T 2.116 (Vorjahr: T 917).

Im Frühjahr 2013 wurdeK+Bzum wiederholten Male für alle Fachmärkte vom Brancheninformationsdienst "Markt intern" mit der Auszeichnung "1a-Fachhändler" und "1a-Fachwerkstatt" ausgezeichnet.

Ein weiterer Baustein unseres Erfolges ist die Ausbildung von jungen Menschen, die wir zu eigenen Fachleuten heranbilden und aufbauen, damit sie unserer Firmenphilosophie gerecht werden. Im Herbst 2013 konnten beiK+B39 junge Frauen und Männer in sechs verschiedenen Berufen, wie Bürokaufleute, Einzelhandelskaufleute, Elektroniker für Energie- und Gebäudetechnik, Technischer Zeichner, Informationselektroniker und IT-Systemelektroniker ihre Ausbildung beginnen. In den fünf Jahrzehnten der Firmengeschichte haben somit über 1.000 Jugendliche eine Ausbildung beiK+Bbegonnen und erfolgreich abgeschlossen. Verteilt auf die acht deutschen Standorte sind am Bilanzstichtag insgesamt 103 (Vorjahr: 96) Auszubildende beschäftigt.

**Konzernstruktur:**

Die Kappenberger Holding GmbH & Co. KG wurde im Zuge der Unternehmensnachfolge durch den Familienstamm Kappenberger gegründet. Ebenso wurde durch den Familienstamm Braun die Braun Holding GmbH & Co. KG gegründet. Dadurch ist der Fortbestand der inhabergeführten Unternehmensgruppe gewährleistet. Aufgrund der gesetzlichen Vorschriften ist die Braun Holding GmbH & Co. KG nicht im Konsolidierungskreis des

Konzernabschlusses enthalten. Diese Anteile werden als Fremdanteile im Konzernabschluss ausgewiesen. Die Gesellschaftsanteile der Kappenberger Holding GmbH & Co. KG und der Braun Holding GmbH & Co. KG ergeben zusammen mit den Anteilen von Herrn Michael Braun jeweils 100 %, mit Ausnahme der Gesellschaften, KAPPENBERGER + BRAUN Elektro-Technik spol. s.r.o., expert R, s.r.o., expert SK k.s. und K+B Elektro-Media k.s.

Das operative Geschäft verantworten sechs Gesellschaften, die selbstständig am Markt tätig sind und nach dem Konzept der expert-Kooperation in Deutschland, Tschechien und in der Slowakei auftreten. Querschnittsgesellschaften unterstützen die Geschäftsbereiche, indem sie konzernweit und linienübergreifend Dienstleistungen erbringen.

### **Produkt- und Sortimentspolitik:**

#### **Elektrotechnik:**

Realisierung komplexer Kundenlösungen in den Leistungsbereichen Elektroinstallation, Kommunikation, Steuerungstechnik, Konstruktion und Netzwerk-Datentechnik sowie auftragsbezogene Elektroanlagen-Produktion. Leistungsschwerpunkt ist die Installation elektrischer Anlagen vom kleineren Projekt bis hin zu komplexen Großaufträgen. Individuelle Lösungen zur Strom- und Notstromversorgung, Mittelspannungs-, Schwachstrom- und Kompensationsanlagen sowie Solarstrom- und Photovoltaikanlagen ergänzen das Leistungsangebot. In der Kommunikationstechnik bieten wir ein Spektrum von der Netzwerk-Planung und Netzwerk-Datentechnik bis hin zu Telekommunikation und IT-Lösungen. In der Sicherheitstechnik sind wir spezialisiert auf Einbruch- und Brandmeldeanlagen, Videoüberwachung sowie Beschallungs- und Lichtrufanlagen. Im Bereich Automatisierung liefern wir hochentwickelte Leit- und Automatisierungs-Komplettlösungen für Energieversorgung, Heizungs-, Lüftungs-, Klimasteuerung sowie Prozessleit- und Abwassertechnik. In unserer Produktion entwickeln wir spezielle Sonderanfertigungen und fertigen Schaltanlagen nach individuellen Vorgaben und technischen Anforderungen. Dieser Bereich gliedert sich in Schaltanlagenbau, Tableau- und Elektronikbau sowie Metallbau. Bei den Dienstleistungen sind insbesondere Service und Wartung in der Sicherheits-, Kommunikations- oder Klärtechnik für viele unserer Lösungen unabdingbar. Permanente Erreichbarkeit und kürzeste Reaktionszeiten gehören zum Leistungsangebot von K+B. Als Anbieter von hochwertigen Elektroanlagen hat sich die K+BE-Tech GmbH & Co. KG fest im Wettbewerbsumfeld etabliert. In einem dynamischen Markt und zunehmend von Preisdruck geprägtem Umfeld setzt unsere Gesellschaft weiter auf die Faktoren Qualität, Stärke und Dynamik.

#### **Kunden von A - Z**

Durch die perfekte Synthese komplexer Einzelbereiche: Elektroinstallation, Kommunikation, Steuerungstechnik, Konstruktion und Netzwerk-Datentechnik, vertrauen namhafte Kunden wie ALDI Süd, Bamherzige Brüder, Staatliches Bauamt München, Behindertenwerkstätten Oberpfalz, Ensinger, Klinikum Amberg, Ingolstadt und Rosenheim, Müller Präzision, Goldsteig, Siemens, TÜV Süd, Metro Cash & Carry, Bosch, Maschinenfabrik Niehoff, VMI-AZ, Swiss Life und WWK seit Jahren auf Lösungen aus dem Hause K+B, um effiziente und individuelle elektrotechnische Anlagen bzw. Installationen zu erhalten.

#### **Elektrofachhandel:**

Groß- und Einzelhandel mit: - Unterhaltungselektronik, - Ton- und Bildträgern, - Elektro-Haushaltsgeräten, - PC Hard- und Software, - IT-Lösungen für Gewerbebetriebe, - Digitalen Fotohandel, - Telekommunikation aller Art, - Festnetz- und Mobilfunk, - Servicezentren für alle haustechnischen Anlagen. Zum Servicestandard der Märkte gehören fachkundige, individuelle Beratung, Reparaturdienstleistungen, Lieferung und Installation von Großgeräten sowie fachgerechte Entsorgung von Altgeräten.

Der Einkauf erfolgt über den expert-Einkaufsverband direkt beim Hersteller. Kernzielsetzung dieser Handelskooperation sind optimale Beschaffungskonditionen, um Wettbewerbsnachteile gegenüber Konzernfilialisten kompensieren zu können. Auch zum Markt hin pflegen wir sehr stark unsere Zugehörigkeit zur Marke expert mit dem Leistungsversprechen "expert: preiswert und kompetent". Deshalb sind wir auch einbezogen in die expert-Werbegemeinschaft mit einem klaren Bekenntnis zum qualifizierten Fachhandel und zur qualitativen

Differenzierung zum Wettbewerb. **K+B** legt besonderen Wert auf günstige Preise, Beratung, Fachkompetenz und Service. Liefer- Montage- und Reparaturservice sind gewährleistet.

Die übrigen Geschäftsfelder des Konzerns sind von untergeordneter Bedeutung.

### **Wirtschaftliche Rahmenbedingungen - Entwicklung von Branche und Gesamtwirtschaft**

#### **Gesamtwirtschaft**

Die Weltwirtschaft entwickelt sich im Jahr 2013 das zweite Jahr in Folge äußerst schwach. Insgesamt bleibt die globale Wirtschaftsleistung mit 2,5 Prozent nahezu auf Vorjahresniveau. Viele Länder in Europa befanden sich gerade zu Jahresanfang noch in der Rezession. Im Euroraum ging die Konjunktur im ersten Quartal 2013 verglichen mit dem jeweiligen Vorquartal das sechste Mal in Folge zurück. Die staatlichen Maßnahmen zur Haushaltskonsolidierung beeinflussen nach wie vor die wirtschaftliche Entwicklung in vielen Ländern Europas. Gleichzeitig steigt die Arbeitslosigkeit in der Eurozone auf neue Rekordwerte an. Beides wirkt sich wiederum negativ auf die verfügbaren Einkommen und die Kaufkraft der Bevölkerung aus. Erst im Jahresverlauf konnte die Eurozone die bisher längste Rezession in ihrer Geschichte überwinden. Insgesamt bleibt die Erholung dabei verhalten und die Wirtschaft entwickelt sich im Jahr 2013 ein weiteres Jahr rückläufig.

Auch Deutschland konnte sich 2013 nicht von dem schwachen konjunkturellen Umfeld abgrenzen. Insbesondere im ersten Quartal ging die Wirtschaftsleistung im Vergleich zum Vorjahreszeitraum zurück. Nach einer Erholung im weiteren Jahresverlauf kann die Wirtschaft immerhin noch um rund 0,5 Prozent (2012: 0,7 Prozent) zulegen. Damit entwickelt sich Deutschland im Vergleich zu den anderen Ländern der Eurozone weiter relativ robust. Die Arbeitslosigkeit ist im Vergleich zum Vorjahreszeitraum nur geringfügig angestiegen. Die verfügbaren Einkommen entwickeln sich auch aufgrund der vergangenen wachstumsstarken Jahre positiv. Als Folge davon hebt sich auch das Konsumklima wieder auf. Dementsprechend fällt die Handelsentwicklung mit einem nominalen Wachstum von rund 1,5 Prozent insgesamt solide aus. Preisbereinigt stagniert der Handel im Berichtszeitraum allerdings ein weiteres Mal.

Nach einem wachstumsstarken Jahresbeginn in 2014 ist die deutsche Wirtschaft etwas verhaltener in das zweite Quartal gestartet. Die Frühjahrsbelebung fällt nach dem milden Winter erwartungsgemäß schwächer aus. Dies gilt insbesondere für das Baugewerbe. Insgesamt setzt sich der Aufschwung der deutschen Wirtschaft aber solide fort. Das verarbeitende Gewerbe expandiert in moderatem Tempo und Dienstleistungsbereiche weiten ihre Leistungen weiter aus. Hierauf deuten unter anderem die einschlägigen Stimmungsindikatoren hin. Die entscheidenden Nachfrageimpulse dürften weiterhin von der Binnenwirtschaft ausgehen. Beschäftigung und Einkommen steigen, die Preise sind stabil und das Konsumentenvertrauen hoch. Die Investitionstätigkeit ist angesprungen. Die Wachstumsdynamik der Bauinvestitionen dürfte sich allerdings nach dem starken ersten Quartal deutlich beruhigen. Vom Außenhandel sind weiterhin allenfalls geringe Impulse zu erwarten. Auch die einschlägigen Stimmungsindikatoren für den privaten Konsum deuten nach der lebhaften Entwicklung in den ersten Monaten dieses Jahres auf eine etwas ruhigere Gangart hin. So hat sich das Geschäftsklima im Einzelhandel im Mai weiter eingetrübt. Das aktuelle Niveau des Geschäftsklimas liegt aber immer noch um 17 Saldenpunkte über seinem langjährigen Durchschnitt. Das von der Gesellschaft für Konsumforschung ermittelte Konsumklima bewegt sich im Juni den dritten Monat in Folge seitwärts. Der Indikator notiert allerdings auf dem höchsten Niveau seit der Finanzkrise. Die Konsumentenstimmung ist demnach ausgesprochen zuversichtlich.

Der Mittelstand ist das Herz der deutschen Wirtschaft und der Motor für Wachstum und Beschäftigung. Über vier Millionen Selbständige und mittelständische Unternehmerinnen und Unternehmer in der Industrie, im Handwerk, Handel, Tourismus, den Freien Berufen und weiteren Dienstleistungen engagieren sich für ihre Kunden im In- und Ausland. Sie übernehmen Verantwortung und sorgen für dauerhafte Arbeitsplätze; sie schaffen Werte und sorgen mit Kreativität und Innovationen für die Wettbewerbsfähigkeit der deutschen Wirtschaft. Die Akzeptanz und der Erhalt der Prinzipien der Sozialen Marktwirtschaft sind für den Mittelstand kein Lippenbekenntnis, sondern gelebte Wirklichkeit.

Das Bruttoinlandsprodukt in der Tschechischen Republik war im Jahr 2013 von bedeutenden Schwankungen gekennzeichnet. Am Ende ist das BIP im Jahr 2013 um 1,8 % im Vergleich mit dem Jahr 2012 gewachsen. Bei den

Ausgaben für den Verbrauch ist nach zwei Jahren zu einem Wachstum in Höhe von 0,6 % gekommen, wobei für den größten Anteil vor allem der staatliche Sektor verantwortlich war. Der Verbrauch der privaten Haushalte stagniert. Die Inflationsrate ist im Vergleich zum Vorjahr gesunken und betrug 1,4 %. Damit hat die Inflationsrate den niedrigsten Stand der letzten 4 Jahre erreicht. Der Außenhandel hat sich auch im Jahr 2013 weiterhin gut entwickelt, die Handelsbilanz hat einen Rekordüberschuss in Höhe von 350 Mrd. CZK erreicht. Dieses Ergebnis wurde hauptsächlich durch das schnellere Exportwachstum (3 %) gegenüber dem Wachstum des Imports (1,8 %) erzielt. Wie in den Vorjahren wurde am meisten nach Deutschland und in die Slowakei exportiert, wobei den größten Anteil am Export der Bereich Maschinen und Verkehrsmittel innehatte. Die Arbeitslosenquote ist im Jahr 2013 wie auch im Vorjahr auf einem relativ niedrigen Niveau geblieben und hat 6,8 % betragen, womit die Tschechische Republik den fünften Platz in der EU belegt. Die nominale Lohnentwicklung stagnierte praktisch, aber die Realgehälter sind um 1,3 % gesunken.

2013 war das Wirtschaftswachstum der Slowakei vergleichsweise niedrig - nach vorläufiger Schätzung von Mitte Februar betrug die BIP-Zunahme ggü. dem Vorjahr 0,87 Prozent. Dies wurde ähnlich wie in den Vorjahren zu über 90 Prozent vom Export getragen. Die positive Wirtschaftsentwicklung im letzten Quartal spiegelt sich bereits in der Beschäftigungsquote wider, die nach drei Quartalen des Rückgangs eine geringfügige Zunahme verzeichnet.

Die statistische Arbeitslosigkeit in drei Quartalen 2013 war 14,2 Prozent, die durchschnittliche registrierte Arbeitslosigkeit für das gesamte Jahr betrug 14,1 Prozent mit sinkender Tendenz. Die Arbeitslosigkeit in der Altersgruppe 15 bis 34 Jahre beläuft sich seit mehreren Jahren auf über 30 Prozent.

Die Reallöhne nahmen in drei Quartalen 2013 um 1,0 Prozent zu. Der durchschnittliche Verdienst betrug im gleichen Zeitraum 803 brutto monatlich. Die Mitarbeiter in der Energiewirtschaft sowie Informations- und Kommunikationsexperten verdienten im Schnitt das Doppelte. Die Inflationsrate erreichte 2013 nur 1,4 Prozent, was zusammen mit der schrittweise sinkenden Arbeitslosigkeit zu einer leichten Belebung des Inlandsverbrauchs führte. Dieser verzeichnete nach mehreren Jahren des Rückgangs einen Zuwachs von 0,5 Prozent.

Der industrielle Schwerpunkt der slowakischen Wirtschaft liegt in den Bereichen Fahrzeugbau, Stromerzeugung, Metallbearbeitung, Maschinenbau und in der breitgefächerten Automobilbranche. Den slowakischen Fahrzeugbau dominieren die großen ausländischen Konzerne VW, Peugeot/Citroën und Kia. Wie in den Vorjahren waren sie einer der Wachstumstreiber. Die Produktion im Fahrzeugbau verzeichnete die letzten zwei Jahre Rekorde. 2012 verließen ca. 920.000 und 2013 beinahe 1 Million neue Automobile die Fließbänder. Moderate Produktionszuwächse waren auch in der Chemieindustrie, dem Maschinenbau, bei der Stromerzeugung, der Elektrotechnik, der Metallbearbeitung und der Herstellung von Metallerzeugnissen zu verbuchen. Nach mehreren Jahren der gedämpften Baukonjunktur erfuhr auch diese Branche in den letzten Monaten 2013 eine Belebung.

Die Regierung ist in ihrem fiskalpolitischen Spielraum sehr beschränkt. Gleich nach ihrem Amtsantritt 2012 verschrub sie sich einer disziplinierten Fiskalpolitik mit dem Ziel, die Drei-Prozent-Grenze beim gesamtstaatlichen Haushaltsdefizit in 2013 einzuhalten. Hierfür mussten zahlreiche Konsolidierungsmaßnahmen in Milliardenhöhe vorgenommen werden. Das gesamtstaatliche Defizit für 2013 beträgt 3,09 Prozent des Bruttoinlandsprodukts. Weniger erfolgreich ist die Regierung beim Abbau des strukturellen Defizits und der Schuldenquote, die in den letzten zwei Jahren um mehr als 10 Prozent angestiegen ist.

### **Branchenentwicklung:**

#### **Elektrotechnik**

Die Elektroinstallation ist im Wesentlichen abhängig von der Entwicklung im Bauhauptgewerbe.

Das Elektrohandwerk konnte auch im Jahr 2013 maßgeblich von der Entwicklung im Bauhauptgewerbe profitieren. Das erste Halbjahr war durch extreme Wetterbedingungen geprägt, was die Baustellentätigkeiten entsprechend behinderte. Dagegen war eine hohe Bauintensität im zweiten Halbjahr zu verzeichnen. Sowohl im Wohnungs- als auch im Wirtschaftsbau waren investitionsfördernde Maßnahmen zum einen durch die Politik und zum anderen durch die Industrie nicht bzw. wenig zu verzeichnen. Jedoch zeigte sich bei den Kommunen eine Verbesserung der Investitionsbereitschaft, trotz instabiler Gesamtfinanzierungssituation.



Von den insgesamt doch deutlichen Zuwächsen im Baugewerbe konnten auch die elektro- und informationstechnischen Handwerke als Baunebengewerbe profitieren und konnten den Umsatz um 3,3 % steigern. Die Anzahl der Betriebe verringerte sich deutlich um 2,4 % auf 72.837. Fachkräftemangel und Nachwuchssorgen im Elektrohandwerk sind nach wie vor besorgniserregend.

Die Produktion im Baugewerbe ist im April um 1,2 % zurückgegangen. Nach den durch den milden Winter begünstigten kräftigen Zuwächsen in den ersten beiden Monaten dieses Jahres war dies der zweite Rückgang in Folge. Die Bauproduktion befindet sich damit in etwa wieder auf dem Stand, den sie im Dezember vergangenen Jahres erreicht hatte. Angesichts der hohen Produktionsleistung, die in den Wintermonaten aufgrund der geringen witterungsbedingten Beeinträchtigungen erbracht wurde, fällt die Frühjahrsbelegung erwartungsgemäß schwächer aus. Dadurch wird es für das Baugewerbe schwierig werden, im zweiten Quartal das Produktionsergebnis des ersten Quartals - in saisonbereinigter Rechnung - zu übertreffen. Allerdings ist zu berücksichtigen, dass insgesamt das Niveau der Bauleistungen deutlich über dem des Vorjahres liegt und angesichts der guten Auftragslage auch bleiben dürfte. Die Bestellungen im Bauhauptgewerbe tendieren trotz Rückgangs in den letzten beiden Monaten weiter aufwärts. Die Auftragsbücher sind aufgrund des kräftigen Auftragsschubs, der im Oktober vergangenen Jahres eingesetzt hat, weiterhin gut gefüllt. Die Zahl der Baugenehmigungen im Wohn- und Nichtwohnbau hat sich in den ersten vier Monaten des Jahres spürbar erhöht. Das günstige Finanzierungsumfeld trägt weiterhin zu den positiven Perspektiven für das Baugewerbe bei. Diese zeigen sich auch in den Stimmungsindikatoren, die sich trotz leichter Eintrübung auf einem weiterhin recht guten Niveau bewegen. Der Bau dürfte damit ein wichtiger binnenwirtschaftlicher Wachstumstreiber bleiben.

Entgegen dem saisonüblichen Muster hat die Auftragsentwicklung während der Wintermonate nur geringfügig nachgelassen und blieb ungewöhnlich lebhaft - ein Zeichen für die hohe und von vielen Seiten kommende Konjunkturdynamik, so die angeschlossenen Mitglieder des Zentralverbands des deutschen Handwerks. 76 Prozent der Befragten melden unveränderte oder gestiegene Auftragsbestände (V13: 67 Prozent). Mit 24 Prozent können genauso viele Betriebe über dickere wie über dünnere Auftragsbücher (Saldo 0 Punkte) berichten. Vor einem Jahr mussten noch 33 Prozent weniger Aufträge verkraften, und nur 18 Prozent konnten Auftragszuwächse verbuchen (Saldo -15 Punkte). Wie gut die Auftragslage ist, zeigen die Auftragsreichweiten. Obwohl die Bau- und Ausbauhandwerker fast durcharbeiten und die Aufträge zeitnah abarbeiten konnten, sind die durchschnittlichen Auftragsreichweiten im Vergleich zum Vorjahr kaum gesunken: Im Gesamthandwerk liegen sie bei guten 6,5 Wochen und damit nur 0,1 Woche unter dem Vorjahresquartal und dem Herbst 2013. Und zudem rechnen die Betriebe mit einer weiter zunehmenden Auftragsdynamik. 29 Prozent der Inhaber erwarten für die kommenden Monate steigende Auftragseingänge, nur 12 Prozent sinkende.

Der Lagebericht der bayerischen Bau- und Ausbauwirtschaft gibt die Ergebnisse der halbjährlichen Konjunkturmfrage im Ausbaugewerbe wieder. Die Geschäftslage der bayerischen Bau- und Ausbaubetriebe ist in diesem Frühjahr überwiegend zufrieden- stellend bis gut. Nur 4 % der Betriebe sind mit der Lage unzufrieden. Damit zeichnet sich ab, dass sich der Aufschwung im bayerischen Bau- und Ausbaugewerbe fortsetzt.

Die Ertragslage hat sich demgegenüber vor allem im Bauhauptgewerbe nur leicht verbessert. 40 % der Ausbaubetriebe (Vorjahr: 32 %) und 30 % der Baubetriebe (Vorjahr: 29 %) bewerten in diesem Frühjahr ihre Ertragslage mit "gut". Rund die Hälfte der Bau- und Ausbaubetriebe haben derzeit gut bis sehr gut gefüllte Auftragsbücher. Etwas mehr als 40 % der Betriebe sind mit ihrem Auftragsbestand zufrieden bzw. bezeichnen ihn als ausreichend. Die Zahl der Baubetriebe, die über eine schlechte oder sehr schlechte Auftragslage klagen, ist allerdings mit 7 % im Vorjahresvergleich (4 %) angestiegen, im Ausbaugewerbe blieb diese Zahl gleich (6 %). Die Zahl der Ausbaubetriebe mit unauskömmlichen Preisen sank von 16 % im Frühjahr 2013 auf jetzt 13 %.

Der Rückgang im Bauwesen der Tschechischen Republik hat sich im Jahr 2013 fortgesetzt. Dieser Rückgang betrifft das Bauwesen schon seit 5 Jahren und wird durch eine ungenügende Inlandsnachfrage verursacht. Die Bauproduktion ist zwischenjährlich um 6,7 % gesunken. Auch wenn der Verfall schon niedriger als in den Vorjahren ist, bleibt er trotzdem bedeutend. Die Produktionssenkung hat sowohl das Bauingenieurwesen als auch den Hochbau betroffen und hatte einen negativen Einfluss auf die Beschäftigung in diesem Bereich - die Arbeitslosenquote im Bauwesen ist zwischenjährlich um 8,1 % gesunken. Zugleich ist auch das nominale Durchschnittsgehalt der Angestellten in diesem Bereich um 3,2 % gesunken.

## Elektrofachhandel

Der deutsche Elektrofachhandel bewegt sich in 2013 etwa auf dem Niveau des Vorjahresvergleichszeitraums. Diese Entwicklung lässt sich unter anderem darauf zurückführen, dass 2013 keine sportlichen Großereignisse stattfanden. In der Folge reduziert sich der wichtige Teilmarkt TV stark. Stark geprägt wird die Handelsbranche nach wie vor von einigen Großvertriebsketten wie Media Markt und Saturn sowie anderen großflächigen Märkten. Im Vergleich zum gesamten Elektrofachhandel ist der Vertrieb über das Internet auch im Berichtsjahr wieder gewachsen, dieser macht mittlerweile ein Fünftel des gesamten deutschen Elektrofachhandels aus.

Der Gesamtumsatz der CE-Branche betrug nach Angaben des Consumer Electronic Marktindex Deutschland (CEMIX) im Jahr 2013 26,9 Mrd. , dies entspricht einem Rückgang von 2,6 % gegenüber dem Vorjahr. Die Unterhaltungselektronik verlor 14,8 % gegenüber dem Vorjahr und erlöste dadurch lediglich 10,7 Mrd. . Die Telekommunikation hat ein Umsatzwachstum von 14,1 % gegenüber dem Vorjahr erzielt, was 8,6 Mrd. entspricht. Die Informationstechnologie lag mit 1,4 % Zuwachs leicht über dem Vorjahresniveau.

Der Markt der Weißen Ware erzielte laut GfK Non Food Index Germany (GfK) einen Umsatz von 9,8 Mrd. in 2013. Dies entspricht einem Anstieg von 2,2 % gegenüber dem Vorjahr. Der Bereich der Kleingeräte, welcher Getränkezubereitung, elektrische Kochgeräte, Haushaltsgeräte, Küchengeräte, Wäschepflege und Körperpflegegeräte beinhaltet, steigerte sich um 4,4 %. Die Großgeräte dagegen konnten einen leichten Zuwachs von 1,4 % zum Vorjahr verbuchen, dazu zählen Waschmaschinen, Wäschetrockner, Geschirrspüler, Kühlgeräte, Gefriergeräte, Herde, Kochmodule, Dunstabzugshauben und Mikrowellengeräte.

Laut dem Bundesverband Musikindustrie ist erstmals seit 15 Jahren der Musikmarkt wieder gestiegen. Der Umsatz wuchs um 1,2 % auf 1,5 Mrd. . Die Steigerung ist im digitalen Bereich erzielt worden, der physische Bereich ist weiterhin rückläufig. Gemäß GfK hat die Unterhaltungssoftware ein Umsatzminus von 2,2 % auf 1,5 Mrd. zu verzeichnen. Der Filmumsatz stieg dagegen auf 1,8 Mrd. um 2,9 %.

Die Märkte der Unterhaltungselektronik, Elektrogroßgeräte und insbesondere Telekommunikation liegen laut GfK TEMAX® Deutschland im ersten Quartal 2014 leicht im Plus. Wachstumsspitzenreiter mit einem Plus von 5 Prozent war in diesem Zeitraum der Markt für Elektrogroßgeräte. Insbesondere Geschirrspüler entpuppten sich hier als Umsatztreiber. Der Markt für Unterhaltungselektronik entwickelte sich mit einem Minus von 5,5 Prozent zwar weiterhin negativ, zeigte aber in einzelnen Segmenten wieder ermutigendes Umsatzpotential. Auch der Umsatz bei Kühlgeräten wuchs dank anhaltender Nachfrage nach hochwertiger Ausstattung und Convenience Features wie NoFrost und 0°-Kühlzone.

Vor allem herkömmliche Mobilfunktelefone, deren Nachfrage erneut stark rückläufig war, bremsten die Dynamik. Innerhalb der Smartphones wurden am häufigsten die Bildschirmgrößenklassen zwischen 4 und 4,5 Zoll verkauft. Die Nachfrage nach Smartphones mit sehr großem Display von 5,6 bis unter 7 Zoll war hingegen leicht rückläufig. Neben den noch relativ hohen Durchschnittspreisen ist es vermutlich das vergleichsweise unhandliche Format, weshalb Konsumenten hier zurückhaltend agieren.

Vor allem der Computing-Markt hielt das gute Niveau der vergangenen Monate und legte erneut zu. Alle Untersegmente - Desktop Computer, Mobile Computer und Media Tablets - entwickelten sich positiv. Desktop Computer, die üblicherweise ihren Spitzenwert erst zum Jahresende verzeichnen, durchbrachen den saisonalen Trend diesmal. Die Warengruppe wuchs antizyklisch mit der höchsten Nachfrage seit fünf Jahren. Bei mobilen Computern waren vor allem ultramobile Geräte mit Bildschirmdiagonalen von 10,3 bis 12,2 Zoll beliebt.

Das stärkste Wachstum zeigten akkugetriebene Handstaubsauger - sowohl die längeren, im Stehen benutzbaren Geräte als auch die kleineren Tisch- und Autosauger. Elektrische Zahnbürsten entwickelten sich dank steigender Popularität der höherpreisigen Modelle ebenfalls positiv. Dabei spielte, wie im gesamten Bereich der Körperpflege, der Onlineverkauf eine große Rolle. Einen bremsenden Einfluss auf die Marktentwicklung hatte hingegen das Segment der Heißgetränkegeräte. Sowohl Kapsel- und Padmaschinen als auch Espressovollautomaten waren weniger gefragt als im Vorjahresvergleichszeitraum.

Ein zweistelliges Wachstum erzielten beispielsweise Dockinglautsprecher. Docking entwickelte sich auch bei Radiogeräten zum Wachstumstreiber: Obwohl dockingfähige Modelle bei Uhrenradios wie auch Radio-Boomboxes nach wie vor die größte Rolle spielen, stieg die Relevanz auch im Bereich der portablen Radios zuletzt stark an.

Der Foto-Markt liegt 16 Prozent hinter der Vorjahresentwicklung. Einer der Hauptgründe sind die im Vergleich zum ersten Quartal 2013 fehlenden Kaufanreize des Ostergeschäfts, das sich in diesem Jahr in den April verlagerte. Dies machte sich vor allem im Segment der Fixed-Lens-Kameras bemerkbar. Deutlich positive Umsatzimpulse kamen hingegen von Kompakt-Systemkameras, bei denen insbesondere qualitativ hochwertige Modelle beliebt waren. Insgesamt bleibt höherwertige Fotoausrüstung gefragt, was den weiteren Geschäftsverlauf positiv beeinflussen könnte.

Das späte Osterfest in diesem Jahr beeinflusste die Umsätze des Technikmarktes im ersten Quartal. Da die Osterfeiertage und die damit verbundenen Verkaufsaktionen dieses Jahr in den April fielen, fehlten entsprechende Impulse. Dennoch konnte über alle Sektoren der technischen Gebrauchsgüter ein leichtes Umsatzplus von 0,9 Prozent verbucht werden.

Der Gesamtmarkt des tschechischen Elektrofachhandels hat sich im Jahr 2013 stabilisiert. Die Umsätze im Elektrohandel haben im Jahr 2013 einen leichten Zuwachs von 4 % verzeichnet. Der Telekommunikationssektor konnte aufgrund des steigenden Marktanteils von Smartphones einen stärkeren Anstieg von 14,4 % erzielen, ebenso hat sich der IT-Consumermarkt um mehr als 10 % gegenüber dem Vorjahr verbessert. Im Bereich Haushaltsgeräte gab es einen leichten Zuwachs. Der Bereich der Unterhaltungselektronik, hat nach dem dramatischen Rückgang von 21,3 % im Vorjahr dieses Jahr nochmals 8 % an Wert verloren. Der Anteil der über das Internet abgesetzten Elektrogeräte ist von 33 % im Vorjahr auf 38 % angestiegen. Damit liegt Tschechien souverän an erster Stelle in Europa.

Der slowakische Markt des Elektrofachhandels hat sich im Jahr 2013 stabilisiert und seinen Rückgang auf -1,2 % ggü. Vorjahr gebremst. Im dritten und vierten Quartal 2014 konnten sogar positive Werte von +0,2 % bzw. +0,4 % verzeichnet werden. Der Internethandel wuchs weiter auf 25,2 % Marktanteil zum Ende des Jahres, mit steigender Tendenz. Der traditionelle Elektrofachhandel hat weiterhin auch unter starkem Preisverfall gelitten. Den stärksten Umsatzrückgang verzeichnet die Kategorie der Unterhaltungselektronik, mit einem Umsatzminus von 10,9 % Foto, mit 7,1 % aber auch Weiße Ware, Großgeräte mit minus 6,3 %. Auf der anderen Seite verbuchte die Kategorie Telekommunikation ein Wachstum von 14,6 %. Der Markt ist stark zersplittert und durch eine von Grau- und Reimporten angetriebene Preis-Rückwärtsspirale gekennzeichnet. Eine Konzentration und Bereinigung des Marktes in den nächsten Jahren wird von allen Teilnehmern erwartet.

## **Geschäftsentwicklung 2013/2014**

### **Elektrotechnik**

Die von K+B erbrachten Elektrotechnik-Leistungen im Geschäftsjahr konzentrieren sich auf Öffentliche Bauten und Projekte im Wirtschaftsbau und waren branchenmäßig gut gestreut. Kliniken und Krankenhäuser, Institute, Ämter und Schulen, Kläranlagen und Wasserversorgung, Automobilindustrie und Hotels sowie Versicherungen, Banken und Unternehmen der Freien Wirtschaft zählen zu unserer Kundschaft. Zu den umsatzstärksten Bauvorhaben im letzten Geschäftsjahr gehören neben den Kläranlagen in Grüneck und Nördlingen das Klinikum in Rosenheim sowie das BMW-Werk in Leipzig.

Trotz des andauernden Rückgangs der Bauproduktion ist es uns gelungen, den doppelten Umsatz im Zusammenvergleich mit dem Jahr 2012 zu erzielen. Zu den größten Projekten, die im Jahr 2013 realisiert wurden, gehören Aufträge für das Ressort des Ministeriums für Schulwesen (Auftrag "NTIS" für die Westböhmische Universität) und des Innenministeriums (Auftrag "Perimeter" in Prag). Zu den wichtigen Aufträgen gehören auch "Depot Pilsen", das für die Stadt Pilsen realisiert wurde, "Techmania Science Centre Pilsen" und die "Tschechische Post" in der Stadt Jihlava. Einen großen Anteil an unserer Produktion hatten auch die Aufträge für die privaten Investoren in Prag und Pilsen ("BBC", "Panasonic", "Geschäftszone Pilsen" usw.).

Den Hauptauftrag für das Jahr 2014 stellt der Auftrag "LEGO Kladno" dar. Dieses Projekt wird dank der Unterstützung der Regierung der Tschechischen Republik realisiert.

#### Elektrofachhandel

DieK+Bexpert Fachmärkte in Deutschland mussten im abgelaufenen Geschäftsjahr einen leichten Umsatzrückgang verzeichnen. Der Bereich der Braune Ware (inkl. Digital Foto) war im Geschäftsjahr 2013/2014 mit einem Anteil von 26,4 % der wichtigste Umsatzträger.

Das wichtigste Teilsegment bildeten, wie bereits in den Jahren zuvor, die TV-Geräte mit einem Umsatzanteil von 15,3 % (Vorjahr: 18,3 %). Hybride TV-Geräte, die Internet und Fernsehen miteinander verschmelzen, sowie 3-D fähige Geräte gewinnen immer mehr an Bedeutung. Stark rückläufig entwickelten sich Plasmafernseher. Weiterhin rückläufig sind MP3-/MPEG4-Player, Car-HiFi sowie Navigationsgeräte. Diese Produktgruppen leiden unter dem Vormarsch der Smartphones, die all diese Funktionen vereinen.

Der Bereich PC-Hardware leidet unter einem starken Nachfragerückgang von PC-Systemen und Notebooks, dagegen profitiert er leicht von einer wiederum gestiegenen Nachfrage nach Tablet-PCs. Mit einem Umsatzanteil von 26,2 % ist er der zweitgrößte Produktbereich. Der Bereich der Pad-Systeme hat fast an allen Standorten zu einer Umsatzsteigerung von 25 % oder mehr geführt. Der Bereich der Software und Unterhaltungsmedien musste einen Umsatzrückgang von 7 % verzeichnen, lediglich die Konsolensoftware und Blu-ray konnten leichte Zuwächse erzielen.

Mit einem Umsatzanteil von 26,0 % (Vorjahr: 24,5 %) war die Weiße Ware die drittwichtigste Artikelgruppe, sie konnte den Umsatz gegenüber dem Vorjahr fast stabil halten. Grün war auch im Geschäftsjahr 2013/2014 die dominierende Farbe im Bereich der Weißen Ware.

Den viertgrößten Umsatzanteil mit 15,9 % erzielte der Bereich der Kommunikationstechnik, welcher als einziger Bereich Zuwächse gegenüber dem Vorjahr in Höhe von 10,8 % erreichte. Insbesondere der Verkauf von hochwertigen Smartphones führte zu dieser positiven Entwicklung.

Hauptumsatzträger blieben Produkte aus den Bereichen Waschen und Trocknen mit einem Umsatzanteil von 14,9 %. Starke Zuwächse konnten bei Bodenpflegegeräten erzielt werden. Die Umsätze in den anderen Produktsegmenten blieben fast annähernd auf dem Vorjahresniveau.

DieK+Bexpert Fachmärkte in Tschechien konnten den Umsatz zum Vorjahr stabil halten. Während der Bereich des Elektrofachhandels deutliche Rückgänge verzeichnen musste, konnte sowohl die expert-Kooperation als auch die K+B expert Fachmärkte den Umsatz auf Vorjahresniveau halten. Insbesondere im Bereich der Haushaltsklein- und Telekommunikationsgeräte konnten wir einen Zuwachs verzeichnen. Der Marktanteil der expert CR konnte trotz einer geringeren Anzahl an Geschäften stabil bei ca. 7 % gehalten werden. Der Marktanteil der K+B Expert Fachmärkte in Höhe von 3,5 % stellt angesichts des Rückgangs an Verkaufsstellen einen sehr guten Wert dar.

Trotz einer zur Jahresmitte geschlossenen Filiale haben die slowakischenK+Bexpert Fachmärkte den Umsatz gegenüber Vorjahr um 4,19 % steigern können und somit dem Allgemeintrend entgegengewirkt. Die gesteckten Umsatzziele konnten jedoch nicht erreicht werden. Ein Zuwachs wurde in der Kategorie der Haushaltsgeräte, aber auch IT verzeichnet. Im Großhandel konnten wir unseren Kundenstamm weiter ausbauen und den Umsatz um 5,7 % steigern. Der Marktanteil der expert SK hat sich zum Ende des Geschäftsjahres 2013/2014 bei dem Wert von 1,7 % stabil gehalten.

#### Eckwerte der Ertragslage

Im Elektrofachhandel betrug der Anteil an der Gesamtleistung 142,8 Mio. (Vorjahr: 142,1 Mio.) und im Elektrotechnikbereich betrug der Anteil an der Gesamtleistung 78,3 Mio. (Vorjahr: 67,6 Mio.).

	2013/2014 T	2012/2013 T
Gesamtleistung (Umsatzerlöse/Bestandsveränderung)	221.141	209.712
Rohertrag	60.573	58.067

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	2013/2014 T	2012/2013 T
Leistungsbezogener Aufwand	57.425	56.921
Jahresüberschuss	3.148	1.146

**Eckwerte der Vermögenslage**

	31.03.2014		31.03.2013	
	T	%	T	%
Anlagevermögen	28.926	33,5	30.048	37,2
Umlaufvermögen	57.384	66,5	50.663	62,8
	86.310	100,0	80.711	100,0
Eigenkapital	33.402	38,7	35.356	43,8
Verbindlichkeiten	52.908	61,3	45.355	56,2
– davon Anzahlungen/Vorauszahlungen	(4.287)		(3.026)	
	86.310	100,0	80.711	100,0

**Finanzlage**

Zur Sicherung der Finanz- und Liquiditätslage sind bei verschiedenen Bankinstituten Kreditlinien in ausreichendem Umfang vereinbart. Ergänzende Finanzierungsinstrumente wie z. B. Factoring und Leasing werden in der Gesellschaft nicht eingesetzt. Weitere Betriebsanlagen und Wirtschaftsgüter werden von der Besitzgesellschaft Kappenberger + Braun GmbH & Co. KG angemietet. Mietverträge werden nur im geringen Umfang und im Wesentlichen im IT-Bereich und der Anmietung von Ladenräumen abgeschlossen.

Die Deutsche Bundesbank hat die Gesellschaft wiederholt mit "notenbankfähig" bewertet.

**Strategie und zukünftige Entwicklung**

Wir konzentrieren uns auf unsere gewachsenen Stärken: die Elektrotechnik und den Elektrofachhandel in Bayern, Thüringen, Tschechien sowie seit 2010 auch in der Slowakei.

Ziel von K+B ist es, den Unternehmenswert durch profitables und nachhaltiges Wachstum langfristig zu steigern. Die Basis hierfür bildet ein Höchstmaß an Kundenorientierung, die strategische Expansion und effiziente Prozesse. K+B stellt die Kunden ins Zentrum ihres Handelns.

Schon heute zählt K+B in Thüringen, Ostbayern und in Tschechien zu den führenden Elektrotechnikbetrieben und Elektrofachhändlern. Das soll auch in Zukunft so bleiben. Diese Strategie wird nun auch in der Slowakei fortgeführt.

**Elektrotechnik:**

Mit der Energiewende, dem Klimawandel und den hohen Energiepreisen rückt das Thema Energieeffizienz immer stärker in den Fokus. Zudem setzen gesetzliche Vorschriften, gestützt durch diverse Förderprogramme, Investitionsanreize. So wären bei der Sanierung öffentlicher Gebäude durch den Einsatz von Gebäudeautomation dauerhaft Energieeffizienzgewinne von bis zu 50 % erreichbar. Eine moderne technische Infrastruktur in Bürogebäuden unterstützt effizientes Arbeiten unter optimierten Bedingungen (Beleuchtung, Heizung, Klima). Intelligent vernetzte Sensoren und Regeleinrichtungen, durch Benutzer und Betreiber auf die jeweiligen Bedürfnisse adaptierbar, ermöglichen ein energieeffizientes Betreiben von allen Gebäudetypen. Flexible Installationsstrukturen schaffen die Voraussetzung für Anpassbarkeit bei Nutzungsänderungen.

Ein weiteres wichtiges Geschäftsfeld für die Elektrotechnik könnte sich in Zukunft mit der Elektromobilität herausbilden. Wie sich der Markt entwickelt, wird sich Branchenexperten zufolge in den nächsten Jahren abzeichnen. Grundsätzlich gehen wir aber davon aus, dass der Anteil der elektrischen Fahrzeuge in den kommenden zehn Jahren erheblich ansteigen wird. Dabei dürfte in erster Linie der Zweitwagen betroffen sein. Es wird davon ausgegangen, dass der überwiegende Teil der Ladevorgänge am Wohnort erfolgt; entsprechend muss

die elektrische Anlage eines Gebäudes darauf ausgerichtet sein. Des Weiteren bietet sich uns damit die zusätzliche Chance sich sowohl als kompetenter Ansprechpartner zu profilieren als auch beim Aufbau der öffentlichen Infrastruktur für das "Betanken" von Elektrofahrzeugen eine Schlüsselstellung einzunehmen. Am Standort Cham wurde hierzu eine Solartankstelle im Rahmen des Pilotprojektes "E-Wald - Elektromobilität im Landkreis Cham" für unsere Kunden errichtet.

Unsere Firma bemüht sich ihre Tätigkeit an den Bereich der technologischen Erzeugung, der Universitätsbauten, der Bauten für Gesundheitswesen, Wohnungshäuser und Produktion für Spezialschaltanlagen zu orientieren.

Diese Geschäftsfelder zu fokussieren und dadurch Umsatzzuwächse zu generieren, sehen wir als Herausforderung.

#### Elektrofachhandel:

Ein umfassendes Sortiment mit neuesten Markenprodukten, dauerhaft tiefe Preise und eine hohe Servicequalität machen **K+B** zur lokalen Nummer eins unter den Elektrofachmärkten. Der Elektrofachhandel wird sich in den beiden kommenden Jahren regional sehr unterschiedlich entwickeln. Vor dem Hintergrund der aktuellen Prognosen zur wirtschaftlichen Entwicklung gehen wir insgesamt davon aus, dass im Jahr 2014 eine positive Marktentwicklung eintritt.

In Deutschland wird sich der Trend der vergangenen Jahre zur Substitution klassischer durch innovative Technologien in den nächsten Jahren fortsetzen; das betrifft in erster Linie Produkte wie Flachbildfernseher, mobile Computer oder auch energieeffiziente Elektrogeräte. Bei moderner Unterhaltungselektronik und Informationstechnologie besteht ein weiterhin großes Marktpotenzial. Positive Nachfrageimpulse werden sich zudem aus der erwarteten rückläufigen Preisentwicklung bei innovativen Technologien ergeben. Die Preisentwicklung macht innovative Produkte aus den Bereichen Unterhaltungselektronik und Informationstechnologie für weitere große Gruppen unserer Kunden erschwinglich. Die Vernetzung aller dieser Produkte ist schnell und unproblematisch, setzt jedoch verstärkt auf die Beratungskompetenz unserer Mitarbeiter.

Durch die zunehmende Polarisierung zwischen den preisorientierten und qualitätsorientierten Sortimenten ist es unsere Aufgabe, durch qualitativere und bessere Leistung die Kunden an die **K+B** expert Fachmärkte zu binden. Erweiterungen und Vertiefungen des Sortiments sowie eine verbesserte Produktpräsentation zusammen mit kompetenten Beratungs- bzw. Serviceleistungen bilden dafür die Grundlage. Stets am Puls der Zeit und nah am Kunden - darauf basiert der Erfolg von **K+B** expert. Unser Gespür für Techniktrends und Innovationen, einmaligen Sortimenten, individueller Beratung, einem herausragenden Preis-Leistungs-Verhältnis zahlt sich aus: **K+B** ist jeweils Marktführer im lokalen Elektrofachhandel. Um diese Position weiter auszubauen, unterliegen alle bestehenden Standorte permanent einer Modernisierung.

Die Expansion der Fachmärkte in Ostbayern/Thüringen und die Kundenbindung stellt sich uns weiterhin als Herausforderung. Sollten sich gute Chancen zur Erschließung weiterer Absatzmärkte ergeben, werden wir in den Aufbau dieser Märkte investieren.

Im Geschäftsjahr 2013/14 steht die weitere Optimalisierung des Verkaufsnetzes im Vordergrund. Wir planen die Schließung der Verkaufsstellen in Vsetín und Olomouc, da wir hier kein entsprechendes Zukunftspotenzial bzw. Rentabilitätsziel sehen. Die professionelle Arbeit in den einzelnen Wachstumssegmenten wird auch im neuen Jahr fortgesetzt. Aufgrund des von der EU geförderten Projektes zur Verbesserung der Konkurrenzfähigkeit am Markt können wir uns im folgenden Jahr sehr stark auf die Mitarbeiterschulung konzentrieren, die sich mittelfristig in verbesserten Verkaufsergebnissen auswirken wird.

Das erweiterte Angebot von kundenorientierten Dienstleistungen und die Konzentration auf Ware unseres Core-Sortiments werden zu einer weiteren Steigerung des Rohgewinns und damit zu einer weiteren Verbesserung des Ergebnisses führen.

Die Optimierung des Verkaufsnetzes sowie des Lagerbestandes wird auch im neuen Geschäftsjahr konsequent fortgesetzt, um die Rentabilität der einzelnen Standorte zu steigern. Die Online-Aktivitäten werden weiter

ausgebaut, wobei wir mit dem hohen Anteil an Selbstabholern zusätzliche Frequenz in unsere Geschäfte holen. Die Werbeaktivitäten werden sowohl in der online-Werbung sowie in der traditionellen Beilagenwerbung verstärkt, um unseren Marktanteil weiter halten zu können.

In der Slowakei planen wir im Geschäftsjahr 2014/2015 eine langsame Fortsetzung der Expansionsstrategie von Ost nach West, wobei konkrete Standorte noch nicht festgelegt sind. Die Optimierung der Verkaufsflächen und der Personalstruktur wird vorangetrieben. Das erweiterte Dienstleistungsangebot, wie z. B. Garantieverlängerung oder Ratenkauf, wird weiter ausgebaut. Der Umsatz der einzelnen Standorte wird durch gezielte Marketingaktivitäten in online-Medien sowie traditionell mit Beilagen- und Aktionswerbung weiter gesteigert, mit dem Ziel, den regionalen Bekanntheitsgrad zu verbessern. Das Sortiment wird bereinigt und standortspezifisch zusammengestellt, unter Berücksichtigung von regionalen Abweichungen und Spezifika. Im Großhandel wird mehr Aufmerksamkeit den Online- und Hybridkunden gewidmet, um das Wachstumspotential in diesem Bereich nutzen zu können. Die Verbesserung der Ertragskraft einzelner Verkaufsstellen bleibt nach wie vor das primäre Ziel.

### **Mitarbeiter**

Ein Unternehmen, das sich in hohem Maß der Kundenorientierung verschrieben hat, benötigt Mitarbeiter, die diesen Anspruch in der Praxis täglich einlösen. K+B kann sich dabei auf ihre qualifizierte, motivierte und leistungsbereite Belegschaft verlassen. Bei K+B waren 2013/2014 in Deutschland im Jahresdurchschnitt 865 (Vorjahr: 854) Mitarbeiter beschäftigt, davon 355 (Vorjahr: 339) im Elektrofachhandel, 328 (Vorjahr: 321) in der Elektrotechnik und 182 (Vorjahr: 194) in der Verwaltung. Die Zahl der Auszubildenden zum Bilanzstichtag betrug 96 (Vorjahr: 96). Im Konzern waren im Jahresdurchschnitt 1.307 Mitarbeiter beschäftigt, davon 578 im Elektrofachhandel, 390 in der Elektrotechnik und 339 in der Verwaltung.

Bedauerlicherweise tritt ein Faktor in der Bilanz unseres Unternehmens nicht auf: Die Qualität unserer Mitarbeiter. Denn dank der hoch engagierten Mitarbeiter kann K+B seinen Kunden täglich eine qualifizierte Beratung beim Einkauf von hochwertigen Elektrogeräten bieten oder eine hochwertige Qualität bei der Realisierung von Bauprojekten im Elektrobereich. Um diese Beratungs- und Servicekompetenz auf gleichbleibend hohem Niveau zu gewährleisten, bieten wir unseren Mitarbeitern eine gezielte Förderung, mit der das kundenorientierte Verhalten stetig weiter optimiert werden soll. Auch die Auszubildenden profitieren neben der Berufsschule von einer intensiven Betreuung im Verkaufsalltag oder auf der Baustelle sowie einem qualifizierten Ausbildungsprogramm.

Unsere Mitarbeiter sind die Garanten für unseren Erfolg und unsere Stärke. Sie spiegeln die Kernkompetenzen unseres Unternehmens wider: Die richtige Mixtur aus Innovation, Stabilität und Kontinuität ist die Basis für unseren Erfolg. Sie danken dem Unternehmen für die fortwährenden Anstrengungen mit einer hohen Betriebsstreue, die für K+B ein hohes Gut ist, denn ohne Mitarbeiterbindung kann es auch keine Kundenbindung geben. Das Durchschnittsalter der deutschen Beschäftigten betrug 38,0 Jahre (Vorjahr: 37,8 Jahre); die Betriebszugehörigkeit lag im Schnitt bei 12,0 Jahren (Vorjahr: 11,6 Jahre). Knapp 200 Mitarbeiter gehören schon seit mehr als zwei Jahrzehnten zu K+B, und auch in diesem Geschäftsjahr konnten wieder lange Betriebszugehörigkeiten im Rahmen der Weihnachtsfeier geehrt werden. So feierten 18 Mitarbeiter das 10-jährige und zwölf Mitarbeiter das 25-jährige Jubiläum. Der Anteil der Frauen im Gesamtunternehmen beträgt 30,10 % (Vorjahr: 30,72 %).

Das Ziel ist es, auch in Zukunft bei allen K+B Mitarbeitern die Begeisterung für ihren Beruf und ihren Arbeitgeber zu erhalten sowie die Qualifikation und Beschäftigungsfähigkeit ihrer Belegschaft und so für Kontinuität im Unternehmen zu sorgen.

Die Zahl der meldepflichtigen Arbeitsunfälle im Kalenderjahr 2013 in Deutschland erhöhte sich bedauerlicherweise auf 12 (Vorjahr: 9), die Anzahl der Unfälle auf dem Weg von und zur Arbeitsstätte reduzierte sich auf 2 (Vorjahr: 6).

### **Ausbildung - Nachwuchs fördern**

Uns ist es äußerst wichtig, in die Ausbildung von jungen Menschen zu investieren, zum einen um qualifizierte Mitarbeiter heranzubilden, zum anderen um der sozialen Verantwortung nachzukommen. Seit der Gründung im Jahre 1960 wurden für 1.153 Jugendliche Ausbildungsplätze zur Verfügung gestellt. Im Bereich Ausbildung eröffnet K+B den Auszubildenden in mehreren Berufsfeldern gute Chancen auf einen attraktiven Arbeitsplatz sowie

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interessante Perspektiven für ihre weitere berufliche Zukunft. Im Geschäftsjahr konnten 32 junge Leute ihre Ausbildung erfolgreich beenden. Praktikumsplätze für Schüler und Studenten werden ebenso angeboten wie diverse Informationsveranstaltungen.

### Umwelt und Soziales

Besondere Leistungen im Umwelt- und Sozialbereich sind für **K+B** nicht nur Ausdruck der selbstverständlichen Übernahme von gesellschaftlicher Verantwortung. Sie sind gleichzeitig probates Mittel zur Differenzierung im Wettbewerb.

Dem schonenden Umgang mit Ressourcen und Energie, die Zufuhr zu Recycling sowie die umweltgerechte Entsorgung wird bei **K+B** Rechnung getragen. Sowohl der Austausch der Beleuchtungsanlagen oder von Kraftfahrzeugen als auch der Einsatz von Wärmepumpen tragen hierzu wesentlich bei.

Jeder dritte Deutsche ist ehrenamtlich tätig. Sie engagieren sich aktiv für ihre Mitmenschen und sind somit für das soziale, kulturelle und gesellschaftliche Leben unverzichtbar. **K+B** fördert durch Partnerschaften und Spenden gemeinnützige Vereinen und Projekte. Ziel dieser Zusammenarbeit ist die ideelle und materielle Unterstützung der Partner zur Erreichung ihrer Ziele. Insbesondere die Jugendförderung und die Förderung von Bedürftigen sowie Sicherheitsorganisationen werden unterstützt. **K+BE-Tech GmbH & Co. KG** stellt die Mitarbeiter für ehrenamtliche Tätigkeiten in der Feuerwehr, beim THW, der Bergwacht und anderen Organisationen frei und stellt den Ausfall den Kommunen nicht in Rechnung.

### Risikomanagement/Risiken

**K+B** ist im Rahmen der Aktivitäten den verschiedensten Risiken ausgesetzt, die mit unternehmerischem Handeln verbunden sind. Diese können die Vermögens-, Finanz- und Ertragslage betreffen. Risiken, die über das allgemeine wirtschaftliche Risiko einer unternehmerischen Betätigung hinausgehen, sind nicht erkennbar. Die Gesellschaft hat organisatorische Regelungen und Maßnahmen getroffen, um den Fortbestand der Gesellschaft gefährdende und sonstige wesentliche Risiken der wirtschaftlichen und geschäftlichen Entwicklung frühzeitig zu erkennen. Das Risikomanagement umfasst insbesondere Umsatz-, Kosten- und Ertragsbetrachtungen sowie das Controlling und das Forderungs- und Versicherungsmanagement.

### Marktrisiken

Aufgrund des aufgefüllten Produktprogramms der Unternehmensgruppe, das in den unterschiedlichsten Branchen und Industriezweigen Abnehmer findet, ergeben sich keine Abhängigkeiten von Großkunden, die ein wesentliches Risiko darstellen. Die Entwicklung im stationären Einzelhandel ist nach wie vor geprägt vom Wettbewerbs- und Werbedruck der Konzernfilialisten und dem Onlinehandel. Vor allem in Deutschland ist der Einzelhandel von einem intensiven Wettbewerb geprägt. Dadurch entstehen Faktoren, die den Geschäftsverlauf beeinflussen und natürliche Geschäftsrisiken darstellen können. Ein grundsätzliches Geschäftsrisiko ist die schwankende Konsumbereitschaft der Verbraucher. Diese hängt von politischen, gesellschaftlichen und wirtschaftlichen Rahmenbedingungen ab. Vor dem aktuellen gesamtwirtschaftlichen Hintergrund stellt die Konsumbereitschaft derzeit ein deutlich erhöhtes Risiko dar. Es muss auch künftig damit gerechnet werden, dass die Verbraucher in Erwartung wirtschaftlich schwieriger Zeiten ihren Konsum weiter einschränken. Dies gilt sowohl für Gegenstände des täglichen Bedarfs als auch für größere Anschaffungen, wie beispielsweise Haushalts- oder Unterhaltungselektronik. Änderungen im Konsumverhalten erfordern die ständige Ausrichtung des Vertriebskonzeptes an die Ansprüche der Kunden sowie an Produktauswahl und Service.

Die Ausrichtung der Unternehmenspolitik erfolgt nicht zuletzt mittels gezielter Marktbeobachtung, Einschätzung der Wettbewerbssituation, Trends im Verbraucherverhalten wie auch Verhaltensmuster der relevanten Zielgruppen. Mit klarer Positionierung und Strategie nutzen wir die Chancen, die sich aus der permanenten Marktveränderung ergeben. Mit hoher Beratungsqualität und Sortimentstiefe können die Nischen des Elektrofachhandels belegt werden.



Konjunkturelle Abschwungphasen können unsere Geschäftstätigkeit negativ beeinflussen. Dies resultiert aus der Abhängigkeit vom Bestellverhalten unserer Industriekunden.

### **Kreditrisiko**

Als Kreditrisiko wird das Risiko verstanden, dass ein Kunde den vertragsgemäßen Zahlungen nicht oder nur teilweise nachkommt. Bei einem sehr großen Teil unserer Kunden handelt es sich um renommierte Unternehmen aus der Industrie und dem Mittelstand sowie um öffentliche Auftraggeber. Forderungsverluste und Einzelwertberichtigungen waren deshalb unbedeutend. Ebenso werden die Risiken aus bestehenden oder neu abzuschließenden Kundenverträgen permanent beobachtet und bewertet sowie durch geeignete Instrumente abgesichert. Es sind keine weiteren Ausfall- und Bonitätsrisiken erkennbar.

### **Beschaffungsrisiken**

Bei der Beschaffung von Komponenten, Vorprodukten und Dienstleistungen sind wir auf Fremdanbieter angewiesen. Die Fremdanbieter haben weitere Kunden. Bei Auftreten einer Überschussnachfrage ist es möglich, dass diese Anbieter nicht über hinreichende Kapazitäten verfügen, um den Bedarf aller Kunden, einschließlich K+B, zu befriedigen. Engpässe oder Verzögerungen könnten unsere Geschäftsaktivitäten schädigen. Unerwartete Preissteigerungen aufgrund von Marktengpässen oder aus anderen Gründen könnten sich ebenfalls negativ auswirken. Wesentliche Rohstoffe in der Unternehmensgruppe sind von Börsennotierungen (z. B. Kupfer) bzw. von der Entwicklung des Rohölpreises abhängig, die beide deutlichen Schwankungen unterworfen sind. Preisrisiken beim Rohstoff Kupfer werden durch projektbezogenen Einkauf von Mengenkontingenten weitgehend vermieden. Wo möglich, wurden diese Risiken durch Preisgleitklauseln abgedeckt. Es verbleibt jedoch das Risiko einer ungünstigen Auswirkung auf das Ergebnis bei Schwankungen in den Bezugspreisen, falls keine Möglichkeit besteht, die Kosten an die Kunden weiterzugeben bzw. anderweitig zu kompensieren.

### **IT-Risiken**

IT-Risiken bestehen primär in der Notwendigkeit der permanenten Verfügbarkeit der Kassen- und Rechnersysteme und des dahinter liegenden Netzwerkes sowie die Integrität der Daten wie in potenziellen externen Angriffen auf die IT-Systeme. Die ständige Aufrechterhaltung und Optimierung der IT-Systeme erfolgt durch hochqualifizierte interne und externe Experten. Unberechtigtem Datenzugriff, Datenmissbrauch und Datenverlust wird durch Einsatz entsprechender aktueller Virensoftware, Firewalls, adäquater Zugangs- und Zugriffskonzepte und vorhandener Back-up-Systeme vorgebeugt. Darüber hinaus erfolgt die Absicherung durch eine Brandmeldeanlage mit entsprechenden Alarmierungen. Für unerwartete IT-Systemausfälle existieren entsprechende Notfallpläne.

### **Beteiligungsrisiko**

Als Beteiligungsrisiko wird der potenzielle Wertverlust aufgrund von Dividendenausfall, Teilwertabschreibung, Veräußerungsverlust sowie die Reduktion der stillen Reserven durch die Gefahr einer entsprechend negativen wirtschaftlichen Entwicklung bezeichnet. Die Anteile an der expert AG und der expert Technik GmbH & Co. KG sind die wichtigsten Beteiligungen der K+BE-Tech GmbH & Co. KG.

### **Personalrisiken**

Mitarbeiter sind einer der entscheidenden Erfolgsfaktoren.

Neben der Schaffung eines positiven Arbeitsumfeldes stehen die betriebliche Aus- und Weiterbildung und die Förderung von Nachwuchsführungskräften im Mittelpunkt der Personalarbeit. Die Förderung von Mitarbeitern in Kombination mit Führungsgrundsätzen reduziert das Risiko der Personalfuktuation und sichert sowohl den hohen Qualifikationsstandard als auch die Serviceorientierung der Mitarbeiter.

Der Sicherheit der Mitarbeiter und des Arbeitsumfeldes wird eine große Bedeutung beigemessen. Arbeits-, Gesundheits- und Umweltschutz werden zentral durch die Sicherheitsfachkraft gesteuert. Durch ein zielgerichtetes Sicherheitsmanagement sollen Unfall- und Gesundheitsrisiken für Mitarbeiter und Dritte auf ein Minimum reduziert werden.

**Haftungsrisiken**

Zur Minimierung der wesentlichen Risiken sind ausreichende Maßnahmen im Rahmen der Prozesssicherheit und des Qualitätsmanagements getroffen. Zudem besteht Versicherungsschutz für alle gängigen Risiken.

**Finanzrisiken**

Währungsrisiken können aufgrund der internationalen Aktivitäten nicht vermieden werden. Grundsätzlich wird jedoch eine Fakturierung in Euro angestrebt. Die verbleibenden Fremdwährungsgeschäfte werden mit geeigneten Finanzierungsinstrumenten abgesichert. Im Elektrofachhandel ist das Währungsrisiko weder auf der Einkaufs- noch auf der Umsatzseite existent. Aufgrund der hohen und kurzfristig verfügbaren Zahlungsmittel sowie des langfristig positiven operativen Cashflows besteht für die Gesellschaft kein Liquiditätsrisiko. Durch Auswahl von Vertragspartnern mit ausschließlich guter Bonität bzw. durch Auswahl von Banken, für die Einlagensicherungseinrichtungen bestehen, werden bei Finanzanlagen und derivativen Finanzinstrumenten die Risiken eines finanziellen Verlustes begrenzt. Zudem wurden Bankeinlagen auf mehrere Kreditinstitute verteilt, um das im Zuge der Finanzmarktkrise gestiegene Ausfallrisiko von Bankeinlagen zu reduzieren. Diese Vorgehensweise wurde auch im Geschäftsjahr 2013/2014 beibehalten. Im Berichtszeitraum war die Liquidität jederzeit gesichert. Unsere Lieferanten werden, soweit vereinbart, unter Ausnutzung von Skonto bezahlt.

**Rechtliche und steuerliche Risiken**

Gerichts- oder Schiedsverfahren, die einen Einfluss auf die wirtschaftliche Lage von K+B haben könnten, sind nach Kenntnis der Gesellschaft weder anhängig noch angedroht. Insofern ist keine Beeinträchtigung der Geschäftsentwicklung zu erwarten. Grundsätzlich wird in rechtlichen Belangen auf externe Rechtsberater zurückgegriffen. Für Schadensfälle und Haftungsrisiken besteht ausreichender Versicherungsschutz. Es kann nicht ausgeschlossen werden, dass bei allen laufenden und künftigen Außenprüfungen die steuerliche Betriebsprüfung zu einer von der Einschätzung der Gesellschaft abweichenden Würdigung einzelner Sachverhalte kommt.

**Risikoprofil**

Im Geschäftsjahr 2013/2014 bestanden für die Gesellschaft keine bestandsgefährdenden Risiken. Auch für die Zukunft sind aus heutiger Sicht die vorstehend beschriebenen Risiken beherrschbar. Wir sehen derzeit keine aktuellen Risiken, die den Fortbestand des Unternehmens gefährden oder einen erheblichen Einfluss auf die Vermögens-, Finanz- und Ertragslage während der nächsten zwei Jahre haben können.

**Prognosebericht**

Angesichts anhaltend günstiger Rahmenbedingungen zeigten sich die deutschen Verbraucher in den ersten Monaten dieses Jahres ausgesprochen ausgabenfreudig. Die privaten Konsumausgaben erhöhten sich im ersten Quartal um 0,6 % und gaben dem gesamtwirtschaftlichen Wachstum wichtige Impulse. Die Einzelhandelsumsätze (ohne Handel mit Kfz) erhielten allerdings im April einen Dämpfer (-1,5 %). Gleichwohl blieb der Trend der Umsatzentwicklung aufwärtsgerichtet (Dreimonatsvergleich: +1,2 %). Die Aufwärtsdynamik schwächte sich allerdings ab. Schwieriger einzuschätzen ist derzeit der Kraftfahrzeughandel. Trotz des Rückgangs am aktuellen Rand verzeichnen die Umsätze aus dem Handel mit Kraftfahrzeugen im Trend weiterhin Zuwächse. Die Zulassungszahlen für private Pkw tendieren andererseits schwächer. Auch die einschlägigen Stimmungsindikatoren für den privaten Konsum deuten nach der lebhaften Entwicklung in den ersten Monaten dieses Jahres auf eine etwas ruhigere Gangart hin. So hat sich das Geschäftsklima im Einzelhandel im Mai weiter eingetrübt. Das aktuelle Niveau des Geschäftsklimas liegt aber immer noch um 17 Saldenpunkte über seinem langjährigen Durchschnitt. Das von der Gesellschaft für Konsumforschung ermittelte Konsumklima bewegt sich im Juni den dritten Monat in Folge seitwärts. Der Indikator notiert allerdings auf dem höchsten Niveau seit der Finanzkrise. Die Konsumentenstimmung ist demnach ausgesprochen zuversichtlich. Die Konsumneigung und die Konsummöglichkeiten der Verbraucher dürften somit insgesamt hoch bleiben. Hierfür spricht vor allem auch die günstige Entwicklung von Einkommen und Beschäftigung. Der Arbeitsmarkt zeigt sich in guter Verfassung. Bei anhaltendem Beschäftigungsaufbau haben die verfügbaren Einkommen im ersten Quartal um 2,5 % gegenüber dem Vorjahr zugenommen. Vor dem Hintergrund der erzielten Tarifvereinbarungen dürften die steigenden Löhne

und Gehälter für weitere Einkommensverbesserungen sorgen. Ein ruhiges, die Kaufkraft stabilisierendes Preisklima und günstige Finanzierungsbedingungen sind weitere stimulierende Faktoren. Der private Konsum sollte sich damit auch im weiteren Jahresverlauf als verlässliche Stütze des gesamtwirtschaftlichen Wachstums erweisen. In ihrer aktuellen Frühjahrsprojektion rechnet die Bundesregierung im Jahr 2014 mit einem Anstieg der privaten Konsumausgaben um 1,5 %.

Der ifo Geschäftsklimaindex für die gewerbliche Wirtschaft Deutschlands ist im Juli auf 108,0 Punkte gesunken, von 109,7 im Vormonat. Dies ist der dritte Rückgang in Folge. Die aktuelle Geschäftslage wurde weniger gut beurteilt als im Juni. Auch der Ausblick auf den zukünftigen Geschäftsverlauf fiel erneut weniger optimistisch aus. Die geopolitischen Spannungen belasten die deutsche Wirtschaft. Nach sektoraler Gliederung verschlechterte sich die Stimmung im Juli insbesondere im Verarbeitenden Gewerbe. Aber auch in allen anderen, eher binnenwirtschaftlich getriebenen Sektoren (Bauhauptgewerbe, im Groß- und Einzelhandel, Dienstleistungssektor) hat sich die Stimmung eingetrübt.

#### Elektrotechnik

Im Bauhauptgewerbe ist der ifo-Geschäftsklimaindex (Juli 2014) nach der leichten Erholung im Vormonat wieder gefallen. Die Beurteilung der aktuellen Lage fiel etwas weniger gut aus als im Juni, verblieb aber auf hohem Niveau. Auch der Optimismus im Hinblick auf die nächsten sechs Monate trübte sich wieder etwas ein.

Alle Sparten der Bundesvereinigung Bauwirtschaft erwarten in 2014 eine über dem Niveau des Jahres 2013 liegende Umsatzentwicklung. Insgesamt wird mit einer Steigerung um 2,5 % gerechnet. Das Ausbaugewerbe verweist aktuell auf hohe Auftragsbestände, die noch in das nächste Jahr hinein reichen. Durch die anhaltend hohe Neubautätigkeit im Wohnungsbau sollte die positive Ordersituation auch nachhaltig sein und auf das Ausbaugewerbe wirken. Die Unternehmen erhoffen sich zudem wichtige gesetzliche Weichenstellungen im Hinblick auf die Trends energieeffizientes Bauen und demografischer Umbau der Wohnungen.

Das bayerische Baugewerbe ist für das Jahr 2014 so optimistisch wie noch nie seit Beginn der Konjunkturmfragen im Frühjahr 2005. 63 % (Frühjahr 2013: 59 %) erwarten eine gute Geschäftslage und 56 % (Frühjahr 2013: 55 %) eine gute Umsatzentwicklung. 36 % der Befragten (Frühjahr 2013: 39 %) erwarten für ihren Betrieb eine befriedigende oder zumindest ausreichende Entwicklung ihrer Geschäftslage und 43 % (Frühjahr 2013: 44 %) eine ebensolche Umsatzentwicklung. Nicht einmal 2 % der Unternehmen erwarten für das kommende Halbjahr eine eher schlechte Umsatzentwicklung. Im Ausbaugewerbe ist das Bild ähnlich. 62 % (Vorjahr: 56 %) erwarten für das kommende Halbjahr eine gute bis sehr gute Geschäftslage. 37 % der Betriebe erwarten eine befriedigende oder zumindest ausreichende Entwicklung ihrer Geschäftslage und nur zwei von hundert Betrieben sind pessimistisch. Mit 56 % sind die optimistischen Frühjahrserwartungen der Ausbaubetriebe an die Umsatzentwicklung (gute bis sehr gute Umsätze) gegenüber dem Vorjahr noch einmal um 4 Prozentpunkte gestiegen. 42 % der Betriebe rechnen mit zumindest ausreichenden bis zufriedenstellenden Umsätzen. Mit 59 % der Bau- und 51 % der Ausbaubetriebe geht die Mehrheit der befragten Unternehmen von einer ausreichenden bis zufriedenstellenden Ertragslage in den nächsten Monaten aus.

Nach Angaben der Handwerkskammer Niederbayern-Oberpfalz ist die wirtschaftliche Lage des Handwerks bereits im vierten Jahr in Folge sehr zufriedenstellend. Das Handwerk ist positiv in das neue Jahr gestartet. Die derzeitige Wirtschaftslage ist im Handwerk als gut zu bezeichnen und die zukünftige Wirtschaftslage wird von den Betrieben als sehr positiv bewertet. Denn nur knapp acht Prozent der Betriebe gehen von einer Verschlechterung der zukünftigen Wirtschaftslage aus. Der Geschäftsklima-Index ist gegenüber dem Vorquartal um 13 Prozentpunkte gestiegen. Dabei wird insbesondere die zukünftige Geschäftslage deutlich besser eingeschätzt als im Vorquartal.

Der Geschäftsklima-Index ist mit 36 Prozentpunkten außerdem der beste Wert seit dem Jahr 1991. Diese positiven Bewertungen lassen einen zufriedenstellenden Verlauf des Wirtschaftsjahres erkennen. 94 Prozent der Betriebe rechnen mit Auftragseingängen auf gleichem oder sogar höherem Niveau und 90 Prozent gehen von steigenden bzw. gleichbleibenden Umsätzen aus. Höhere oder zumindest stagnierende Verkaufspreise erwarten 97 Prozent der Betriebe, während 99 Prozent der Betriebe gleichzeitig auch mit keiner Vergünstigung bei den Einkaufspreisen rechnen. Die Beschäftigtenzahl wird voraussichtlich steigen. Davon gehen 15 Prozent der Betriebe aus.

Der Fachkräftemangel ist deutlich spürbar. Trotz großem Personalbedarf rechnen die Bau- und Ausbaubetriebe in den kommenden Monaten nur mit einem leichten Personalzuwachs. Nur rund 6 % der Bau- und 7 % der Ausbaubetriebe wollen Personal abbauen. Dagegen gaben wie im Vorjahr 17 % der Betriebe an, ihre Beschäftigtenzahl aufstocken zu wollen. Rund drei Viertel der Betriebe wollen diese stabil halten. Obwohl die Ausbildungsbereitschaft bei vielen Betrieben hoch ist, rechnet eine größere Zahl der Baubetriebe als noch vor einem Jahr mit einer sinkenden Lehrlingszahl. Der Nachwuchsmangel wird immer spürbarer. Rechneten noch vor einem Jahr 19 % der Baubetriebe mit steigenden Ausbildungszahlen, sind dies nun nur noch 14 %. Dagegen hat sich die Zahl der Baubetriebe, die mit einer sinkenden Lehrlingszahl rechnet, von 9 % auf 11 % erhöht. Damit hält sich, wie auch im Ausbaugewerbe, die Zahl der Betriebe, die mehr junge Leute ausbilden wollen mit jener, die ihre Ausbildungsleistung vermindern, nahezu die Waage. Die Umfrageergebnisse lassen deshalb sowohl in den Bauberufen als auch in den Ausbauberufen für 2014 eine gleichbleibende Ausbildungsleistung erwarten.

Auf politischer Ebene haben für die E-Handwerksbetriebe alle Entscheidungen rund um das Mammutprojekt Energiewende besondere Bedeutung. In ihrem Interesse liegt es beispielsweise, dass die Reform des Erneuerbare-Energien-Gesetzes nicht dazu führt, dass florierende Wirtschaftszweige, wie der Zubau von Energieerzeugungsanlagen für den Eigenverbrauch und die Installation moderner Speicherlösungen, beschnitten werden.

Im Gebäudebereich liegt der Schlüssel zum Erfolg der Energiewende. 40 Prozent des gesamten Energieverbrauchs in Deutschland entfallen auf den Gebäudebereich. Deshalb steht und fällt der Erfolg der Energiewende auch mit der erfolgreichen energetischen Gebäudesanierung. Allerdings liegt die energetische Gebäudesanierung derzeit weit hinter den Zielen der Bundesregierung zurück. Eine steuerliche Förderung der energetischen Sanierung gibt es aber noch immer nicht. Fast zwei Drittel der Bau- und Ausbaubetriebe wünschen sich deshalb, dass der Freistaat Bayern ein langfristiges Förderprogramm zur energetischen Gebäudesanierung auflegen soll. Wenn die Energiewende nur gefordert, nicht aber steuerlich gefördert wird, muss sie scheitern.

Auch trotzdem, dass die Bauproduktion im Jahr 2013 zwischenjährlich um 6,7 % gesunken ist und sich dadurch die Periode ihres Verfalls auf 5 Jahre verlängert hat, zeigen uns die ökonomischen Kennzahlen im Jahr 2014, dass es zu einer milden Wiederbelebung der tschechischen Wirtschaft kommt.

Das Wachstum der Wirtschaftsproduktion, das im dritten Quartal begonnen hat, hat sich weiter fortgesetzt und die Wachstumsrate hat 6,7 % betragen. Im Außenhandel ist zwischenjährlich die Ausfuhr und auch die Einfuhr gestiegen, wodurch auch die Erhöhung des Handelsbilanzsaldos um 30 Mrd. CZK verursacht wurde. Zugleich wurde auch ein positives Bruttoinlandsprodukt erzielt.

Im Bauwesen hat die Bauproduktion für den Zeitraum des ersten Quartals des Jahres 2014 ein Quartalwachstum 8,3 % erreicht und zugleich ist es zur Reduzierung der Zahl der Angestellten in diesem Bereich gekommen und dadurch wurde die bedeutende Erhöhung der zwischenjährlichen Arbeitsproduktivität in einer Höhe von 17 % erzielt.

Dank diesen Statistiken und verschiedenen Prognosen ist es zu erwarten, dass es in der nächsten Zeitperiode zu einem milden Wachstum im Bauwesen kommen sollte. Die Bemühung der tschechischen Regierung stellt die Stimulierung der tschechischen Ökonomie dar, hauptsächlich durch die Unterstützung der kleinen und mittleren Unternehmen. Zugleich wird es auch mit dem Eintritt der neuen Investoren vom Ausland gerechnet, die auch einen bedeutenden Einfluss auf die tschechische Ökonomie ausüben sollten.

#### Elektrofachhandel

Der Elektrofachhandel ist verglichen mit anderen Einzelhandelsbranchen stärker vom gesamtwirtschaftlichen Umfeld abhängig. Dies gilt generell für langlebige Gebrauchsgüter. Da die konjunkturellen Rahmenbedingungen innerhalb Europas im kommenden Geschäftsjahr aller Voraussicht nach weiterhin sehr unterschiedlich ausfallen, wird sich der Elektrofachhandel erneut regional uneinheitlich entwickeln. In Deutschland rechnen wir damit, dass sich der Elektromarkt gestützt durch die konjunkturelle Erholung 2014 besser entwickeln wird als 2013. Die Nachfrage nach Tablets und Smartphones bleibt voraussichtlich bei anhaltend starkem Kundeninteresse auf hohem Niveau, wenngleich sich das Wachstumstempo auch bei diesen Produktgruppen allmählich verlangsamt.

Trotz der Eskalation der Situation in Israel und der Ukraine bleiben die deutschen Verbraucher auch im Sommer dieses Jahres überaus optimistisch. Der Abschuss eines Passagierflugzeuges der Malaysia Airlines über der Ost-Ukraine hatte noch keinen Einfluss auf die Verbraucherstimmung, da die Befragung zu diesem Zeitpunkt bereits fast abgeschlossen war. Bemerkenswert ist vor allem der Anstieg der Einkommenserwartung auf einen neuen Höchstwert seit der Wiedervereinigung. Dagegen verändern sich die übrigen Indikatoren in diesem Monat nur leicht. Auch der WM-Sieg der Deutschen in Brasilien zeigt offenbar keine Wirkung bei den Indikatoren. Damit scheint sich die im Vorfeld geäußerte Vermutung zu bestätigen, wonach die große Euphorie im Land durch den WM-Titel kaum Effekte auf die Konsumstimmung haben wird, da deren Niveau ohnehin bereits überaus hoch ist.

Die Konjunkturerwartungen der Bundesbürger präsentieren sich auch im Juli in guter Verfassung. Mit einem Wert von aktuell 45,9 Punkten verliert der Indikator nur 0,3 Zähler und behauptet damit fast das Drei-Jahres-Hoch, das er im Vormonat erreichte. Die Arbeitslosigkeit ist vergleichsweise gering und die Beschäftigung nimmt weiter zu, wenn auch etwas langsamer als noch im vergangenen Jahr. Die stabile Arbeitsmarktlage ist die Grundlage für spürbare Einkommenszuwächse, die angesichts einer niedrigen Inflation auch real zu Buche schlagen. Im Sog der guten Lohnentwicklung können auch die Bezieher von Renten in diesem Jahr mit realen Steigerungen rechnen. Nach Jahren der Nullrunden und realer Einkommenseinbußen ist dies für die Ruheständler ein positives Signal.

Discounter, filialisierende Fachhandelsketten und vertikalisierte Handelsstrukturen können dem hohen Preis-/Wettbewerbsdruck und neuen Konsummustern am besten begegnen. Zudem rückt das Internet mit günstigen Preisen als Vertriebskanal in den Fokus. Eine Entwicklung, die durch das konjunkturelle Umfeld verstärkt an Dynamik gewinnt. Der klassische Fachhandel muss hingegen seine Stärken bei Beratungs- und Sortimentskompetenz ausspielen. Für den Einzelhandel der Zukunft gilt es aus dem Kaufhaussterben zu lernen: eine klare Profilierung ist unerlässlich - Mittelmaß ist verboten.

In Zeiten, da sämtliche Prognosen der Forschungsinstitute hinsichtlich der allgemeinen wirtschaftlichen Entwicklung nur noch den Charakter einer Scheingenauigkeit aufweisen, ist es zum heutigen Zeitpunkt noch nicht möglich, eine verlässliche Aussage über die Entwicklung der Gesellschaft abzugeben. Wir erwarten, dass sich die positive Entwicklung von K+B in den nächsten beiden Geschäftsjahren weiter fortsetzen wird. Wir gehen davon aus, dass unser Umsatz in den kommenden zwei Geschäftsjahren organisch und gesund wachsen wird und trotz eines auch weiterhin potenziell schwierigen wirtschaftlichen Umfelds in seiner Umsatzentwicklung mindestens so gut wie der Branchendurchschnitt sein wird. Wir sind davon überzeugt, dass wir für das Erreichen dieser kurzfristigen Ziele gut aufgestellt sind. Unsere Position als Bayerns größtes Elektrounternehmen wollen wir auch in Zukunft weiter ausbauen.

Im Frühjahr 2014 wurde K+B für alle Fachmärkte vom Brancheninformationsdienst "Markt intern" mit der Auszeichnung "1a-Fachhändler" und "1a-Fachwerkstatt" ausgezeichnet.

Für die tschechische Elektrofachhandelsbranche wird im Wirtschaftsjahr 2014/2015 eine leicht positive Entwicklung erwartet. Der zunehmende Anteil des Internetkaufes wird den Fachhandel weiter belasten. Neue Technologien wie Tablet-PC, Smartphone, Outdoor etc. bilden aber Wachstumspotenziale, die der Fachhandel nutzen kann.

Für die slowakische Elektrofachhandelsbranche erwarten wir im Geschäftsjahr 2014/2015 eine verstärkte Konzentration und Bereinigung des Marktes, teilweise gekennzeichnet durch Fusionen und Übernahmen der Marktteilnehmer und das wie auf der Lieferanten- so auch auf der Händlerseite. Den wachsenden Internethandel betrachten wir als eine Chance für unseren Großhandel. Die Einführung neuer Technologien wird fast zeitgleich mit dem tschechischen Markt erfolgen und kann neue Impulse mit sich bringen.

## Chancen

Unsere Chancen leiten wir im Wesentlichen aus den Zielen und Strategien der Geschäftsbereiche ab und sorgen für ein angemessenes Chancen-Risiko-Verhältnis.

Chancenpotenziale ergeben sich insbesondere durch folgende Vorgehensweisen: Strategische Kooperationen, Marktdurchdringung, Expansion.

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Die gute Finanzausstattung, das öffentliche Unternehmensrating und die Möglichkeit einer Refinanzierung über den Kapitalmarkt versetzen uns in die Lage, dass wir auch in Zukunft in die Expansion von K+B erhebliche Mittel investieren können. Unsere Kunden achten in zunehmendem Maße nicht nur auf wettbewerbsfähige Preise, sondern auch auf die Qualität und Nachhaltigkeit der angebotenen Produkte und Beratungsleistungen. Vor allem die lifestyle-orientierte Zielgruppe der Kunden, die ihren Lebensstil an Gesundheit und Nachhaltigkeit ausrichten, gewinnt in diesem Zusammenhang an Bedeutung. Diese sogenannten "LOHAS" (Lifestyle of Health and Sustainability) verfügen über ein überdurchschnittliches Einkommen, konsumieren bewusst und kritisch. Sie legen großen Wert auf Qualität, Marke und Design. Mit unserer Fokussierung auf Qualität und Nachhaltigkeit der Sortimente in Verbindung mit professioneller Beratung können wir den hohen Anforderungen dieser Zielgruppen besonders gerecht werden.

Chancen und Risiken sowie deren positive und negative Veränderungen werden dabei nicht gegeneinander aufgerechnet.

**Nachtragsbericht**

Es haben sich keine Vorgänge von besonderer Bedeutung nach dem Bilanzstichtag ergeben.

Die Geschäftsleitung versichert nach bestem Wissen, dass der Geschäftsverlauf einschließlich des Geschäftsergebnisses und der Lage der Gesellschaft in diesem Lagebericht so dargestellt sind, dass ein den tatsächlichen Verhältnissen entsprechendes Bild vermittelt wird, und dass die wesentlichen Chancen und Risiken beschrieben sind. Alle in diesem Bericht enthaltenen zukunftsbezogenen Aussagen wurden nach bestem Wissen und Gewissen getroffen. Da sie jedoch auch von Faktoren abhängen, die nicht unserem Einfluss unterliegen, kann die tatsächliche Entwicklung von den Prognosen abweichen.

Cham, 29. September 2014

Die Geschäftsführung

**Konzernbilanz zum 31. März 2014****AKTIVA****31.3.2013 T****A. Anlagevermögen****I. Immaterielle Vermögensgegenstände**

Entgeltlich erworbene Konzessionen, gewerbliche Schutzrechte und ähnliche Rechte und Werte sowie Lizenzen an solchen Rechten und Werten

996.965,89

760

**II. Sachanlagen**

1. Grundstücke, grundstücksgleiche Rechte und Bauten einschließlich der Bauten auf fremden Grundstücken

13.690.904,30

14.123

2. Technische Anlagen und Maschinen

3.340.233,14

4.226

3. Andere Anlagen, Betriebs- und Geschäftsausstattung

2.552.517,90

2.972

4. Geleistete Anzahlungen und Anlagen im Bau

33.604,63

15

19.617.259,97

(21.336)

**III. Finanzanlagen**

1. Beteiligungen

644.543,91

624

2. Wertpapiere des Anlagevermögens

2.025,00

2

3. Sonstige Ausleihungen

7.665.292,83

7.326

8.311.861,74

(7.952)

28.926.087,60

(30.048)

**B. Umlaufvermögen****I. Vorräte**

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

		<b>31.3.2013 T</b>
1. Roh-, Hilfs- und Betriebsstoffe	1.443.059,82	1.564
2. Unfertige Erzeugnisse	42.450.565,53	38.681
3. Handelswaren	16.102.325,07	17.252
4. Erhaltene Anzahlungen	-42.131.620,60	-38.328
	17.864.329,82	(19.169)
<b>II. Forderungen und sonstige Vermögensgegenstände</b>		
1. Forderungen aus Lieferungen und Leistungen	16.253.534,06	13.040
2. Forderungen gegen Unternehmen, mit denen ein Beteiligungsverhältnis besteht	344.020,19	50
3. Sonstige Vermögensgegenstände	4.146.595,88	4.394
	20.744.150,13	(17.484)
<b>III. Kassenbestand und Guthaben bei Kreditinstituten</b>	18.602.535,08	13.704
	57.211.015,03	(50.357)
<b>C. Rechnungsabgrenzungsposten</b>	172.465,39	306
	86.309.568,02	80.711
<b>Passiva</b>		
		<b>31.3.2013 T</b>
<b>A. Eigenkapital</b>		
I. Kapitalanteile Komplementärin	0,00	0
II. Kapitalanteile Kommanditisten	2.050.000,00	2.050
III. Gewinnrücklagen	17.937.440,88	19.714
IV. Konzernjahresüberschuss	2.116.089,12	917
V. Ausgleichsposten für die Anteile anderer Gesellschafter	11.298.702,76	12.675
	33.402.232,76	(35.356)
<b>B. Rückstellungen</b>		
1. Steuerrückstellungen	779.096,58	533
2. Sonstige Rückstellungen	11.094.348,00	11.408
	11.873.444,58	(11.941)
<b>C. Verbindlichkeiten</b>		
1. Verbindlichkeiten gegenüber Kreditinstituten	14.883.995,89	13.037
davon		
- mit einer Restlaufzeit bis zu einem Jahr: 4.118.364,11 (Vorjahr: T 3.371)		
- mit einer Restlaufzeit von mehr als fünf Jahren: 4.171.342,96 (Vorjahr: T 2.646)		
2. Erhaltene Anzahlungen auf Bestellungen *)	4.287.010,86	3.026
3. Verbindlichkeiten aus Lieferungen und Leistungen *)	12.799.322,99	9.543
4. Verbindlichkeiten gegenüber Gesellschaften, mit denen ein Beteiligungsverhältnis besteht *)	1.539.473,79	2.834
5. Sonstige Verbindlichkeiten *)	6.721.729,77	4.399
davon	40.231.533,30	(32.839)
- mit einer Restlaufzeit bis zu einem Jahr: 4.847.967,26 (Vorjahr: T 4.381)		
- mit einer Restlaufzeit von mehr als fünf Jahren: 1.250 (Vorjahr: T 3)		
- aus Steuern: 1.991.002,30 (Vorjahr: T 875)		
- im Rahmen der sozialen Sicherheit: 271.778,94 (Vorjahr: T 425)		
<b>D. Rechnungsabgrenzungsposten</b>	328.308,38	58
<b>E. Passive latente Steuern</b>	474.049,00	517
	86.309.568,02	80.711

31.3.2013 T

\*) Restlaufzeit bis zu einem Jahr

**Konzern-Gewinn- und Verlustrechnung für das Geschäftsjahr vom 1. April 2013 bis zum 31. März 2014**

		2012/2013 T
1. Umsatzerlöse	217.757.992,94	191.744
2. Veränderung des Bestands an unfertigen Leistungen	3.383.194,45	17.968
3. Sonstige betriebliche Erträge	3.069.667,47	1.479
4. Materialaufwand		
a) Aufwendungen für Roh-, Hilfs- und Betriebsstoffe	-138.002.592,99	-134.307
b) Aufwendungen für bezogene Leistungen	-22.564.771,45	-17.338
	-160.567.364,44	(-151.645)
5. Personalaufwand		
a) Löhne und Gehälter	-29.236.356,61	-29.088
b) Soziale Abgaben	-8.006.830,90	-8.189
	-37.243.187,51	(-37.277)
6. Abschreibungen auf immaterielle Vermögensgegenstände des Anlagevermögens und Sachanlagen	-2.827.404,59	-2.587
7. Sonstige betriebliche Aufwendungen	-18.990.429,01	-17.579
8. Erträge aus Beteiligungen	69.197,10	74
9. Sonstige Zinsen und ähnliche Erträge	446.520,83	664
10. Zinsen und ähnliche Aufwendungen	-769.583,50	-732
11. Ergebnis der gewöhnlichen Geschäftstätigkeit	4.328.603,74	2.109
12. Steuern vom Einkommen und vom Ertrag	-1.180.189,03	-963
13. Sonstige Steuern	0,00	0
	-1.180.189,03	(-963)
14. Konzernjahresüberschuss vor Fremddanteilen	3.148.414,71	1.146
15. Anderen Gesellschaftern zustehender Gewinn	-1.032.325,59	-229
16. Konzernjahresüberschuss	2.116.089,12	917

**Konzernanhang für das Geschäftsjahr vom 1. April 2013 bis zum 31. März 2014****1. Allgemeine Angaben**

Der Konzernabschluss und der Konzernlagebericht der Kappenberger Holding GmbH & Co. KG, Cham, wurden nach den Vorschriften der §§ 290 bis 315 HGB aufgestellt.

Die Gliederung der Konzern-Gewinn- und Verlustrechnung erfolgte entsprechend § 275 Abs. 2 HGB nach dem Gesamtkostenverfahren.

Bei den Kapital- und Ergebnisanteilen, die anderen Gesellschaftern zustehen, handelt es sich im Wesentlichen um Unternehmen bzw. Mitgliedern der Familien Kappenberger und Braun.

**2. Konsolidierungskreis**

Der Konsolidierungskreis umfasst neben der Kappenberger Holding GmbH & Co. KG, Cham, als Obergesellschaft sechs (Vorjahr: sechs) inländische und elf (Vorjahr: elf) ausländische Tochterunternehmen.

Die Kappenberger Holding GmbH & Co. KG ist an den in- und ausländischen Tochtergesellschaften unmittelbar bzw. mittelbar mit Mehrheit beteiligt bzw. steht ihr das Recht zu, die Mehrheit der Mitglieder der Leitungsorgane zu bestellen. Name, Sitz und Anteil am Kapital der Tochterunternehmen sind aus der Aufstellung des Anteilsbesitzes ersichtlich.



### 3. Bilanzierungs- und Bewertungsgrundsätze

Gliederung und Bewertung erfolgten bei den in den Konzernabschluss einbezogenen Unternehmen einheitlich.

Im Einzelnen wurde im Konzern nach folgenden Grundsätzen bewertet:

Entgeltlich erworbene immaterielle Vermögensgegenstände und das abnutzbare Sachanlagevermögen werden über die betriebsgewöhnliche Nutzungsdauer, die sich an handelsrechtlichen Vorschriften orientiert, abgeschrieben. Bei beweglichen Wirtschaftsgütern wird die degressive Abschreibung bis 2009 in analoger Anwendung zu den steuerlichen Vorschriften angewandt. Der Übergang von der degressiven zur linearen Abschreibung erfolgt, sobald die lineare Abschreibung zu einer höheren Abschreibung führt. Die Abschreibung der Geringwertigen Anlagegüter erfolgt nach den steuerlichen Regelungen.

Die Nutzungsdauer beträgt bei immateriellen Vermögensgegenständen (EDV-Software) 3 Jahre, bei Sachanlagen werden Nutzungsdauern zwischen 3 und 13 Jahren angesetzt.

Die Bewertung der Finanzanlagen erfolgte grundsätzlich zu Anschaffungskosten. Liegen voraussichtlich dauernde Wertminderungen vor, so werden außerplanmäßige Abschreibungen vorgenommen. Liegen Gründe für voraussichtlich dauernde Wertminderungen nicht mehr vor, so werden Zuschreibungen vorgenommen. Höchstgrenzen bilden dabei die ursprünglichen Anschaffungskosten.

Die Bewertung der Roh-, Hilfs- und Betriebsstoffe und Handelswaren erfolgt zu Anschaffungskosten unter Beachtung des Niederstwertprinzips. Den Bestandsrisiken, die sich aus Lagerdauer, verminderter Verwertbarkeit sowie erwarteten niedrigeren Erlöswerten ergeben, wird durch Abschreibungen ausreichend Rechnung getragen.

Die unfertigen Erzeugnisse sind auf Basis der aktuellen Betriebsabrechnung zu Herstellungskosten bewertet. In die Herstellungskosten wurden neben den Material- und Fertigungskosten angemessene Teile der Gemeinkosten einbezogen. Von der Möglichkeit des § 268 Abs. 5 S. 2 HGB wurde Gebrauch gemacht.

Forderungen und sonstige Vermögensgegenstände werden zu Nennwerten bilanziert. Die Umrechnung von Fremdwährungsforderungen sowie Fremdwährungsguthaben bei Kreditinstituten erfolgt mit dem Devisenkassamittelkurs zum Bilanzstichtag. Erkennbare Ausfallrisiken bei Forderungen sind durch individuelle Wertberichtigungen berücksichtigt, die zum Teil in Abhängigkeit von der Überfälligkeit und Fristigkeit pauschal ermittelt werden.

Für erkennbare Risiken und ungewisse Verpflichtungen werden in angemessenem Umfang Rückstellungen gebildet.

Die Steuerrückstellungen und die Sonstigen Rückstellungen berücksichtigen alle ungewissen Verbindlichkeiten. Sie sind in Höhe des nach vernünftiger kaufmännischer Beurteilung notwendigen Erfüllungsbetrags angesetzt. Rückstellungen mit einer Restlaufzeit von mehr als einem Jahr wurden abgezinst.

Verbindlichkeiten werden zum Erfüllungsbetrag, Währungsverbindlichkeiten mit dem Devisenkassamittelkurs zum Bilanzstichtag angesetzt.

Aufgrund der untergeordneten Bedeutung der Differenzen zu den individuellen Steuersätzen wurde ein konzern einheitlicher Steuersatz für die Berechnung der latenten Steuern (14 %) angewendet.

### 4. Konsolidierungsgrundsätze

Die Kapitalkonsolidierung erfolgte im Berichtsjahr in Bezug auf die Erstkonsolidierung entsprechend DRS 4 gemäß § 301 Abs. 1 S. 2 Nr. 2 HGB nach der Neubewertungsmethode. Die Verrechnung erfolgte grundsätzlich auf der Grundlage der beizulegenden Werte der Vermögensgegenstände und Schulden zum Erwerbszeitpunkt.

Für neugegründete Gesellschaften wurde als Zeitpunkt der Erwerb der Anteile (Gründung) zugrunde gelegt.

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Umsätze, Aufwendungen und Erträge sowie Forderungen und Verbindlichkeiten zwischen den einbezogenen Unternehmen wurden konsolidiert. Die Veränderung der Zwischenergebnisse aus konzerninternen Lieferungen sind ergebniswirksam, die Differenzen aus der Schuldenkonsolidierung wurden erfolgsneutral behandelt.

Für ergebniswirksame Konsolidierungsmaßnahmen, die sich in den Folgejahren wieder ausgleichen, ist eine Steuerabgrenzung vorgenommen worden.

## Währungsumrechnung

Auf fremde Währung lautende Vermögensgegenstände und Verbindlichkeiten werden mit dem Devisenkassamittelkurs zum Bilanzstichtag bewertet. Bei einer Restlaufzeit von mehr als 1 Jahr wurden dabei das Realisationsprinzip (§ 298 Abs. 1 i. V. m. § 252 Abs. 1 Nr. 4 Halbsatz 2 HGB) und das Anschaffungskostenprinzip (§ 298 Abs. 1 i. V. m. § 253 Abs. 1 S. 1 HGB) beachtet.

Bei der Einbeziehung der ausländischen Konzernunternehmen in den Konzernabschluss werden die Bilanzposten ausländischer Konzernunternehmen in Fremdwährung jeweils mit dem Devisenkassamittelkurs am Abschlussstichtag in Euro umgerechnet. Das Eigenkapital (Gezeichnetes Kapital, Rücklagen und Ergebnisvortrag) wird zu historischen Kursen umgerechnet. Die Posten der Gewinn- und Verlustrechnung werden dagegen mit dem Jahresdurchschnittskurs umgerechnet.

Die funktionale Währung des Mutterunternehmens ist der Euro.

## 5. Angaben zur Bilanz

**AKTIVA**

Die Entwicklung der einzelnen Posten des Anlagevermögens im Geschäftsjahr 2013/2014 ist in einer gesonderten Übersicht (Anlagespiegel) dargestellt.

Bei der Erhöhung des Finanzanlagevermögens handelt es sich im Wesentlichen um marktüblich verzinsliche Ausleihungen an fremde Unternehmen.

## Vorräte

Unter diesem Posten werden nach Ausübung des Wahlrechtes gemäß § 268 Absatz 5 S. 2 HGB Warenbestände und Roh-, Hilfs- und Betriebsstoffe ausgewiesen.

## Forderungen und sonstige Vermögensgegenstände

	31.3.2014 T	davon Restlaufzeit ≥ 1 Jahr	31.3.2013 T	davon Restlaufzeit ≥ 1 Jahr
Forderungen aus Lieferungen und Leistungen	16.253	0	13.040	0
Forderungen gegen Unternehmen, mit denen ein Beteiligungsverhältnis besteht	344	0	50	0
Sonstige Vermögensgegenstände	4.147	59	4.394	2.892
	20.744	59	17.484	2.892

## Kassenbestand und Guthaben bei Kreditinstituten

Es handelt sich um Kontokorrentguthaben bei Kreditinstituten sowie um Kassenbestände.

**PASSIVA**

## Eigenkapital

Das Kommanditkapital (Festkapital) der Obergesellschaft beträgt T 2.050 (Vorjahr: T 2.050).

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

In den Ausgleichsposten für die Anteile anderer Gesellschafter (Mitglieder bzw. Unternehmen der Familienstämme Kappenberger und Braun) sind aktive Unterschiedsbeträge in Höhe von T 923 mit passiven Unterschiedsbeträgen in Höhe von T 9 verrechnet.

## Rückstellungen

Die Steuerrückstellung T 779 (Vorjahr: T 533) betrifft die Gewerbesteuer für die Geschäftsjahre 2011/2012 und 2013/2014 sowie Nachzahlungen aufgrund einer Betriebsprüfung für die Jahre 2008 bis 2011.

Die im Konzernabschluss aus Konsolidierungsvorgängen entstandenen passiven latenten Steuern in Höhe von T 474 (Vorjahr: T 517) betreffen die Aufhebung von steuerlichen Sonderabschreibungen auf das Anlagevermögen. Die latenten Steuern betreffen überwiegend temporäre Differenzen.

Bei der Ermittlung der latenten Steuern nach § 306 HGB wurde ein einheitlicher Konzernsteuersatz von 14 % für die Berechnung zugrunde gelegt.

In den Sonstigen Rückstellungen sind vor allem Beträge für Garantieverpflichtungen T 4.220 (Vorjahr: T 4.447) und Personalaufwendungen T 3.646 (Vorjahr: T 2.900) enthalten.

## Erhaltene Anzahlungen auf Bestellungen

Unter den Erhaltenen Anzahlungen sind Abschlagszahlungen der Kunden aus dem Projektgeschäft ausgewiesen, soweit diese nicht offen von den Vorräten abgesetzt sind.

## Haftungsverhältnisse

## Kontrakte zur Zinssicherung

	Nominalvolumen 31.3.2014 T	Laufzeit
Zinsswap	5.000	20.6.2022
Zinsswap	262	30.6.2015
Zins- und Währungsswap (CHF)	3.000	18.9.2015

Der zum Bilanzstichtag ermittelte Zeitwert dieser Zins- und Währungsswaps beträgt T -1.192. In gleicher Höhe wurde eine Drohverlustrückstellung gebildet. Die Ermittlung der Zeitwerte basiert auf den im Abwicklungssystem der IKB International S. A. hinterlegten Zinskurven und Kursen, die von offiziellen Preisquellen gespeist und auf Marktgerechtigkeit überwacht werden.

## Außerbilanzielle Geschäfte/Sonstige finanzielle Verpflichtungen

## Immobilienverträge

## Zweck:

Anmietung von Verwaltungs- und Geschäftsgebäuden. Die Vorteile aus den betreffenden Mietverträgen bestehen in der geringen Kapitalbindung bei gleichbleibenden Nutzungsmöglichkeiten. Ein weiterer Vorteil der Leasingverträge/Mietverträge besteht im fehlenden Ververkaufsrisiko am Ende der Laufzeit. Risiken sehen wir in diesen Vertragsgestaltungen aus den tatsächlichen und potenziellen Abflüssen liquider Mittel über die Dauer der Vertragslaufzeit.

Ferner bestehen sonstige finanzielle Verpflichtungen aus:

Die sonstigen finanziellen Verpflichtungen aus wesentlichen Miet- und Leasingverträgen betragen T 10.809 (Vorjahr: T 18.545). Von diesen Verpflichtungen sind T 2.934 (Vorjahr: T 4.814) innerhalb eines Jahres fällig.

## 6. Angaben zur Gewinn- und Verlustrechnung

## Umsatzerlöse

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Die Aufgliederung der Umsatzerlöse nach geographisch bestimmten Märkten stellt sich wie folgt dar:

	<b>2013/2014 T</b>	<b>2012/2013 T</b>
Deutschland	135.547	118.609
Tschechien	68.553	61.256
Slowakei	13.658	11.814
Restliches Europa	0	65
	<b>217.758</b>	<b>191.744</b>

Aufgliederung nach Sparten:

	<b>2013/2014 T</b>	<b>2012/2013 T</b>
Elektrotechnik	75.066	67.653
Handel	142.692	142.059
	<b>217.758</b>	<b>209.712</b>

Die Vorjahresangabe der Aufgliederung nach Sparten enthält die Umsatzerlöse inkl. der Bestandsveränderung.

Sonstige betriebliche Erträge

	<b>2013/2014 T</b>	<b>2012/2013 T</b>
Mieterlöse	1	1
Übrige Erträge	3.069	1.478
	<b>3.070</b>	<b>1.479</b>
(davon periodenfremd)	(0)	(0)

Der Posten enthält Erträge aus der Währungsumrechnung in Höhe von T 0 (Vorjahr: T 37).

Personalaufwand

	<b>2013/2014 T</b>	<b>2012/2013 T</b>
Löhne und Gehälter	29.236	29.089
Soziale Abgaben	8.007	8.189
	<b>37.243</b>	<b>37.278</b>

Sonstige betriebliche Aufwendungen

In Höhe von T 48 (Vorjahr: T 60) sind Aufwendungen aus der Währungsumrechnung enthalten.

Steuern vom Ertrag

Dieser Posten betrifft die Gewerbesteuer. Hierunter sind auch Erträge aus der Auflösung von Rückstellungen für latente Steuern in Höhe von T 43 erfasst.

## 7. Sonstige Angaben

Mitarbeiter (Köpfe) im Jahresdurchschnitt:

	<b>2013/2014</b>	<b>2012/2013</b>
Gewerbliche Arbeitnehmer	283	329
Angestellte	814	873
	<b>1.097</b>	<b>1.202</b>
Auszubildende	108	99
	<b>1.205</b>	<b>1.301</b>

Mitarbeiter (Köpfe) im Jahresdurchschnitt:

	<b>2013/2014</b>	<b>2012/2013</b>
Verwaltung	299	373

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	2013/2014	2012/2013
Elektrofachhandel	578	548
Elektrotechnik	328	380
	1.205	1.301

Hinsichtlich der Gesamtbezüge der Geschäftsführer sowie der ehemaligen Mitglieder der Geschäftsführung nehmen wir die Befreiung in analoger Anwendung des § 286 Abs. 4 HGB in Anspruch.

## Aufstellung des Anteilsbesitzes

	Anteil am Kapital %	
Kappenberger Holding GmbH & Co. KG *) (Muttergesellschaft)		
MUC Service-Center Gebäudedienstleistungs GmbH & Co. KG, Neufahrn	56,00	**
		)
MUC Service-Center Gebäudedienstleistungs Beteiligungs GmbH, Neufahrn	56,00	**
		)
K+B Expert s.r.o., Klicany/Tschechien	56,00	**
		)
Kappenberger + Braun Elektro-Technik spol. s.r.o., Pilsen/Tschechien	42,00	**
		)
Kappenberger + Braun Elektro-Technik Slovakia spol. s.r.o., Dubnica nad Vahom/Slowakei	42,00	**
		)
expert CR s.r.o., Klicany/Tschechien	44,48	**
		)
K+B E-Tech GmbH & Co. KG, Cham *)	56,00	
Kappenberger + Braun GmbH & Co. KG, Cham *)	56,00	**
		)
K+B Management GmbH, Cham	36,00	
K+B Verwaltungs GmbH, Cham	56,00	
K+B Elektro-Management s.r.o., Bratislava/Slowakei	56,00	**
		)
K+B Elektro-Media k.s., Bratislava/Slowakei	50,40	**
		)
E-Management, s.r.o., Bratislava/Slowakei	56,00	**
		)
expert SK k.s., Bratislava/Slowakei	50,40	**
		)
K+B Leas Management, s.r.o., Bratislava/Slowakei	56,00	**
		)
K+B Leas, k.s., Bratislava/Slowakei	56,00	**
		)
Expert Slovensko s.r.o., Bratislava/Slowakei	56,00	**
		)

\*) Die Gesellschaft macht von der Befreiungsvorschrift nach § 264b HGB Gebrauch.

\*\*) Die Kappenberger Holding GmbH & Co. KG hält 56,00 % an der K+B Verwaltungs GmbH, der Komplementärin der Kappenberger + Braun GmbH & Co. KG und 56,00 % an der K+B E-Tech GmbH & Co. KG. Die K+B Verwaltungs GmbH ist ihrerseits, obwohl kapitalmäßig nicht beteiligt, Mutterunternehmen der Kappenberger + Braun GmbH & Co. KG (§ 290 Abs. 1 HGB). Die Kappenberger + Braun GmbH & Co. KG hält ihrerseits an diesen Gesellschaften bis auf die Kappenberger + Braun Elektro-Technik spol. s.r.o., Pilsen/Tschechien (75,00 %), Kappenberger + Braun Elektro-Technik Slovakia spol. s.r.o., Dubnica nad Váhom/Slowakei (75,00 %), expert CR s.r.o., Klicany/Tschechien (79,42 %), K+B Elektro-Media k.s., Bratislava/Slowakei (90,00 %) und an der expert SK k.s., Bratislava/Slowakei (90,00 %) jeweils 100,00 %. Die Einbeziehung in den Konsolidierungskreis erfolgt gemäß § 290 Abs. 2 Nr. 2 HGB.

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Angaben zu Organen der Kappenberger Holding GmbH & Co. KG (Muttergesellschaft)

Geschäftsführer der Kappenberger Beteiligungs GmbH, Cham, sind:

– Herr Josef Ludwig Kappenberger, Chamerau

– Herr Thomas Kappenberger, Chamerau

Marktunübliche Geschäfte mit nahestehenden Unternehmen und Personen, soweit diese nicht in einen Konzernabschluss einbezogen sind, bestehen nicht.

Das für das Geschäftsjahr berechnete Honorar des Abschlussprüfers beträgt für:

	T
Abschlussprüfungsleistungen	6
	4
Andere Bestätigungsleistungen	3
	6
	7

Cham, 29. September 2014

Die Geschäftsführung

Josef Ludwig Kappenberger

Thomas Kappenberger

#### **Bestätigungsvermerk des Abschlussprüfers**

Wir haben den von der Kappenberger Holding GmbH & Co. KG, Cham, aufgestellten Konzernabschluss - bestehend aus Bilanz, Gewinn- und Verlustrechnung, Anhang, Kapitalflussrechnung und Eigenkapitalspiegel - sowie den Konzernlagebericht für das Geschäftsjahr vom 1.4.2013 bis 31.3.2014 geprüft. Die Aufstellung von Konzernabschluss und Konzernlagebericht nach den deutschen handelsrechtlichen Vorschriften liegt in der Verantwortung der gesetzlichen Vertreter der Gesellschaft. Unsere Aufgabe ist es, auf der Grundlage der von uns durchgeführten Prüfung eine Beurteilung über den Konzernabschluss und den Konzernlagebericht abzugeben.

Wir haben unsere Konzernabschlussprüfung nach § 317 HGB unter Beachtung der vom Institut der Wirtschaftsprüfer (IDW) festgestellten deutschen Grundsätze ordnungsmäßiger Abschlussprüfung vorgenommen. Danach ist die Prüfung so zu planen und durchzuführen, dass Unrichtigkeiten und Verstöße, die sich auf die Darstellung des durch den Konzernabschluss unter Beachtung der Grundsätze ordnungsmäßiger Buchführung und durch den Konzernlagebericht vermittelten Bildes der Vermögens-, Finanz- und Ertragslage wesentlich auswirken, mit hinreichender Sicherheit erkannt werden. Bei der Festlegung der Prüfungshandlungen werden die Kenntnisse über die Geschäftstätigkeit und über das wirtschaftliche und rechtliche Umfeld des Konzerns sowie die Erwartungen über mögliche Fehler berücksichtigt. Im Rahmen der Prüfung werden die Wirksamkeit des rechnungslegungsbezogenen internen Kontrollsystems sowie Nachweise für die Angaben im Konzernabschluss und Konzernlagebericht überwiegend auf der Basis von Stichproben beurteilt.

Die Prüfung umfasst die Beurteilung der Jahresabschlüsse der in den Konzernabschluss einbezogenen Unternehmen, der Abgrenzung des Konsolidierungskreises, der angewandten Bilanzierungs- und Konsolidierungsgrundsätze und der wesentlichen Einschätzungen der gesetzlichen Vertreter sowie die Würdigung der Gesamtdarstellung des Konzernabschlusses und des Konzernlageberichts. Wir sind der Auffassung, dass unsere Prüfung eine hinreichend sichere Grundlage für unsere Beurteilung bildet.

Unsere Prüfung hat zu keinen Einwendungen geführt.

Nach unserer Beurteilung aufgrund der bei der Prüfung gewonnenen Erkenntnisse entspricht der Konzernabschluss den gesetzlichen Vorschriften und vermittelt unter Beachtung der Grundsätze ordnungsmäßiger

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Buchführung ein den tatsächlichen Verhältnissen entsprechendes Bild der Vermögens-, Finanz- und Ertragslage des Konzerns. Der Konzernlagebericht steht im Einklang mit dem Konzernabschluss, vermittelt insgesamt ein zutreffendes Bild von der Lage des Konzerns und stellt die Chancen und Risiken der zukünftigen Entwicklung zutreffend dar.

Nürnberg, 29. September 2014

RBS RoeverBroennerSusat GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft

Jürgen Engel, Wirtschaftsprüfer

Ekkehard Lorenz, Wirtschaftsprüfer

**Konzern-Kapitalflussrechnung für das Geschäftsjahr vom 1. April 2013 bis zum 31. März 2014**

	T	2012/2013 T
<b>1. Cashflow aus laufender Geschäftstätigkeit</b>		
Periodenergebnis (einschließlich Ergebnisanteile von Minderheitsgesellschaftern)	3.148	1.146
Abschreibungen (+) auf Gegenstände des Anlagevermögens	2.827	2.587
Abnahme (-)/Zunahme (+) der Rückstellungen	-110	-1.710
Zunahme (-)/Abnahme (+) der Vorräte, der Forderungen aus Lieferungen und Leistungen sowie anderer Aktiva	-	3.621
Zunahme (+)/Abnahme (-) der Verbindlichkeiten aus Lieferungen und Leistungen sowie anderer Passiva	5.815	-2.305
	9.859	3.339
<b>2. Cashflow aus der Investitionstätigkeit</b>		
Einzahlungen (+) aus Abgängen von Gegenständen des Sachanlagevermögens	26	56
Auszahlungen (-) für Investitionen in das Sachanlagevermögen	-855	-2.808
Auszahlungen (-) für Investitionen in das immaterielle Anlagevermögen	-514	-732
Auszahlungen (-)/Einzahlungen (+) in das Finanzanlagevermögen	-362	-79
	-	-3.563
	1.705	
<b>3. Cashflow aus der Finanzierungstätigkeit</b>		
Einlagen (+)/Entnahmen (-)	-	-6.338
	4.922	
Einzahlung (+)/Auszahlungen (-) aus der Aufnahme bzw. Tilgung von (Finanz-)Krediten	-	611
	3.822	
	-	-5.727
	8.744	
<b>4. Finanzmittelfonds am Ende der Periode</b>		
Zahlungswirksame Veränderung des Finanzmittelfonds (Zwischensummen 1 - 3)	-590	-5.951
Wechselkurs-, konsolidierungskreis- und bewertungsbedingte Änderungen des Finanzmittelfonds	-180	-231
Finanzmittelfonds am Anfang der Periode	10.33	16.515
	3	
	9.563	10.333
<b>5. Zusammensetzung des Finanzmittelfonds</b>		
Liquide Mittel	18.60	13.704
	3	
Kurzfristige Verbindlichkeiten gegenüber Kreditinstituten	-	-3.371
	4.118	
	14.48	10.333
	5	

**Entwicklung des Konzerneigenkapitals für das Geschäftsjahr vom 1. April 2013 bis zum 31. März 2014**

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	Kapitalanteile Kommanditist en T	Gewinnrücklagen inklusive Konzernjahresüberschuss T	Ausgleichsposten für die Anteile anderer Gesellschafter T	Gesamt T
1.4.2012	2.050	23.373	15.356	40.779
Einlagen/ Entnahme n	0	-3.591	-2.747	-6.338
Währungs differenz	0	-68	-163	-231
Konzernja hresübers chuss	0	917	229	1.146
31.3.2013	2.050	20.631	12.675	35.356
1.4.2013	2.050	20.631	12.675	35.356
Einlagen/ Entnahme n	0	-2.668	-2.254	-4.922
Währungs differenz	0	-26	-154	-180
Konzernja hresübers chuss	0	2.116	1.032	3.148
31.3.2014	2.050	20.053	11.299	33.402

## Entwicklung des Konzernanlagevermögens für das Geschäftsjahr vom 1. April 2013 bis zum 31. März 2014

	Anschaffungs- und Herstellungskosten					kumulierte Abschreibung en des Geschäftsjahr es					Re st bu ch we rte
1.4.20 13	Währun gsdiffer enzen	A	Z	3	1	W	A	Z	3	3	3
		b	u	1	.	äh	b	u	1	1	1
		g	g	.	4	ru	g	g	.	.	.
		ä	ä	3	.	ng	ä	ä	3	3	3
		n	n	.	2	sdi	n	n	.	.	.
		g	g	2	0	ffe	g	g	2	2	2
		e	e	0	1	re	e	e	0	0	0
				1	3	nz			1	1	1
				4		en			4	4	3
I. Immaterielle Vermögensgegenstände											
Entgeltlich erworbene	1.521.	702,43	-	5	1	7	6,4	-	2	9	9
Konzessionen, gewerbliche	517,3		5	1	.	6	78,	5	7	8	9
Schutzrechte und ähnliche Rechte	9		8	4	9	1	27	8	1	0	6
und Werte sowie Lizenzen an			.	.	7	.		.	.	.	.
solchen Rechten und Werten			9	0	7	5		9	2	3	9
			1	4	.	6		1	5	7	6
			8	3	3	1		8	7	8	5
			,	,	4	,		,	,	,	,
			7	6	4	3		7	9	8	8
			9	6	,	8		9	4	0	9
					6						
					9						
II. Sachanlagen											
1. Grundstücke, grundstücksgleiche	22.78	-0,74	-	3	2	8	43.	-	6	9	1
Rechte und Bauten einschließlich	4.566,		4	0	3	.	63	4	9	.	3
der Bauten auf fremden	41		.	7	.	6	0,6	.	5	3	.



## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

		Anschaffungs- und Herstellungskosten					kumulierte Abschreibungen des Geschäftsjahres					Restbuchwerte	
1.4.2013	Währungsdifferenzen	A	Z	3	1	W	A	Z	3	3	3		
		b	u	.	4	h	b	u	.	1	1		
		g	g	.	4	ru	g	g	.	.	.		
		ä	ä	3	.	ng	ä	ä	3	3	3		
		n	n	.	2	sdi	n	n	.	.	.		
		g	g	2	0	ffe	g	g	2	2	2		
		e	e	0	1	re	e	e	0	0	0		
				1	3	nz			1	1	1		
				4		en			4	4	3		
Grundstücken		6	.	0	6	9	6	.	9	6	1		
		4	3	8	1		4	5	6	9	2		
		8	0	7	.		8	7	.	0	2		
		,	4	.	7		,	0	3	.	.		
		1	,	2	6		1	,	1	9	8		
		6	2	2	4		6	7	7	0	0		
		1	1	,			3	,	4	2			
				,	1				4	,	.		
				7	6				2	3	2		
				2						0	5		
2. Technische Anlagen und Maschinen	15.09 40,26	-	5	1	1	2.0	-	1	1	3	4		
	7.708,24	1	4	4	0	24,	9	.	1	.	.		
		.	9	.	.	29	0	3	.	3	2		
		0	.	6	8		4	0	2	4	2		
		3	1	1	7		.	0	6	0	6		
		6	5	0	1		3	.	9	.	.		
		.	2	.	.		0	8	.	2	2		
		6	,	2	4		5	3	9	3	8		
		9	9	1	2		,	7	7	3	7		
		1	5	0	0		3	,	7	,	.		
		,	.	,	.		8	5	,	1	4		
		1	.	3	7		5	2	4	9			
		0	.	5	5		1						
3. Andere Anlagen, Betriebs- und Geschäftsausstattung	4.427,058,19	-	2	4	1	89	-	5	1	2	2		
		2	8	.	.	0,5	1	5	.	.	.		
		6	7	4	4	3	2	9	8	5	9		
		7	.	4	5		1	.	9	5	7		
		.	1	6	5		.	7	3	2	1		
		7	2	.	.		9	3	.	.	.		
		5	6	4	2		9	8	9	5	7		
		6	,	2	7		7	,	1	1	7		
		,	1	8	9		,	3	0	7	8		
		0	2	,	.		9	7	,	.	.		
		2	.	2	4		9	.	3	9	7		
				8	7				8	0	2		
4. Geleistete Anzahlungen und Anlagen im Bau	15.00 0,00	0	1	3	0	0,0	0	0	0	3	1		
	0,00	,	8	3	,	0	,	.	.	3	5		
		0	.	.	0		0	0	0	.	.		
		0	6	6	0		0	0	0	6	0		
		0	0							0	0		
		4	4							4	0		
		,	.	.						.	.		
		6	6							6	0		
		3	3							3	0		
42.32	39,51	-	1	4	2	46.	-	2	2	1	2		
4.332,		1	.	2	0	54.	1	.	2	9	1		

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

		Anschaffungs- und Herstellungskosten					kumulierte Abschreibungen des Geschäftsjahres					Restbuchwerte						
1.4.2013	Währungsdifferenzen	A b g n g e	Z u g n g e	3 1 3 2 0 1 3 4	1 . 4 2 0 1 3 nz en	W äh r u n g s d i f f e r e n z e n	A b s c h r e i b u n g e n	Z u g e n	3 1 3 2 0 1 3 4	1 . 4 2 0 1 3 nz en	W äh r u n g s d i f f e r e n z e n	A b s c h r e i b u n g e n	Z u g e n	3 1 3 2 0 1 3 4	1 . 4 2 0 1 3 nz en	W äh r u n g s d i f f e r e n z e n		
84		.	1	.	.	5,5	.	5	.	.	.	.	5	.	.	.	.	.
		3	6	1	9	1	0	5	5	6	3	3	6	6	1	3	3	3
		9	.	7	8		0	.	0	7	5	0	.	0	7	5	0	0
		.	1	.	.		.	1	.	.	.	.	1	.	.	.	.	.
		0	8	4	4		9	4	2	2	8	9	4	2	2	8	9	4
		9	7	6	6		5	6	0	5	6	5	6	0	5	6	5	6
		5	,	4	4		1	,	5	9	8	1	,	5	9	8	1	,
		,	9	,	,		,	6	,	,	,	,	6	,	,	,	,	,
		2	1	9	3		5	5	0	9	4	5	5	0	9	4	5	5
		8		8	8		3		1	7	6	3		1	7	6	3	
III. Finanzanlagen																		
1. Beteiligungen	623.552,68	-	1.489,33	-	2	6	0	0,0	0	0	0	6	6	0	0	0	6	6
				1	3	4	,	0	,	,	,	4	2	,	,	,	4	2
				.	.	4	0		0	0	0	4	3	0	0	0	4	3
				4	8	.	0		0	0	0	.	.	0	0	0	.	.
				0	8	5						5	5				5	5
				1	2	4						4	5				4	5
				,	,	3						3	2				3	2
				7	2	,						,	,				,	,
				2	8	9						9	6				9	6
						1						1	8				1	8
2. Wertpapiere des Anlagevermögens	2.025,00	0,00		0	0	2	0	0,0	0	0	0	2	2	0	0	0	2	2
				,	,	.	,	0	,	,	,	0	0	,	,	,	0	0
				0	0	0	0		0	0	0	0	0	0	0	0	0	0
				0	0	2	0		0	0	0	2	2	0	0	0	2	2
						5						5	5				5	5
						0						0	0				0	0
						0						0	0				0	0
3. Sonstige Ausleihungen	7.326,323,12	0,00		-	1	7	0	0,0	0	0	0	7	7	0	0	0	7	7
				8	.	.	,	0	,	,	,	.	.	.	,	,	.	.
				7	2	6	0		0	0	0	6	3	0	0	0	6	3
				7	1	6	0		0	0	0	6	2	0	0	0	6	2
				.	6	5						5	6				5	6
				7	.	.						.	.				.	.
				0	6	2						2	3				2	3
				6	7	9						9	2				9	2
				,	6	2						2	3				2	3
				3	,	,						,	,				,	,
				9	1	8						8	1				8	1
					0	3						3	2				3	2
	7.951,900,80	-	1.489,33	-	1	8	0	0,0	0	0	0	8	7	0	0	0	8	7
				8	.	.	,	0	,	,	,	.	.	.	,	,	.	.
				7	2	3	0		0	0	0	3	9	0	0	0	3	9
				9	4	1	0		0	0	0	1	5	0	0	0	1	5

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Anschaffungs- und Herstellungskosten					kumulierte Abschreibung en des Geschäftsjahr es					Re st bu ch we rte	
1.4.20	Währun	A	Z	3	1	W	A	Z	3	3	3
13	gsdiffer	b	u	1	.	äh	b	u	1	1	1
	enzen	g	g	.	4	ru	g	g	.	.	.
		ä	ä	3	.	ng	ä	ä	3	3	3
		n	n	.	2	sdi	n	n	.	.	.
		g	g	2	0	ffe	g	g	2	2	2
		e	e	0	1	re	e	e	0	0	0
				1	3	nz			1	1	1
				4		en			4	4	3
		.	0	1						1	1
		1	.	.						.	.
		0	5	8						8	9
		8	5	6						6	0
		,	8	1						1	0
		1	,	,						,	,
		1	3	7						7	8
		8	4							4	0
51.79	-747,39	-	2	5	2	53.	-	2	2	2	3
7.751,		2	.	2	1	02	1	.	3	8	0
03		.	9	.	.	3,7	.	8	.	.	.
		2	1	4	7	8	0	2	5	9	0
		4	6	6	5		8	7	4	2	4
		7	.	6	0		9	.	0	6	7
		.	7	.	.		.	4	.	.	.
		1	8	6	0		8	0	5	0	7
		2	9	7	2		7	4	8	8	2
		2	,	1	5		0	,	3	7	5
		,	9	,	,		,	5	,	,	.
		1	5	4	7		3	9	8	6	2
		8	.	1	6		2	.	1	0	7

## Billigung des Konzernabschlusses

Der Konzernabschluss zum 31. März 2014 wurde am 8.12.2014 gebilligt.



Jahresabschlüsse (Bundesanzeiger Verlag)  
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## **AZ SWISS SA; Company Register Switzerland**

October 26, 2015

### **AZ SWISS SA**

Paradiso 6900

Switzerland

County: TI

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 2224260501

### **Company Information**

---

**REGISTER JOURNAL NUMBER:** 14079

**REGISTER JOURNAL DATE:** 10/21/2015

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 207

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Seat,Domicile

**PUBLICATION CHANGES(CODE):** LD

### **Description**

---

**AZ SWISS** SA, in Paradiso, CHE-404.931.690 , società anonima (FUSC no. 40 del 27.02.2014, Pubbl. 1370771).  
Statuti modificati: 19.10.2015. Nuova sede: Lugano. Nuovo recapito: Via Carlo Frasca 5, 6900 Lugano.



AZ SWISS SA; Company Register Switzerland

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End of Document

**AZ Swiss Invest Finance Holding AG; Company Register Switzerland**

December 7, 2015

**AZ Swiss** Invest Finance Holding AG

Scul 7550

Schweiz

County: GR

**Company Identifiers**

---

WORLDBOX-NR: 9-791-342.CH

REGISTER NUMBER: 350.3.011.650-6

PUBLICATION ID-Nr: 2233627336

**Company Information**

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REGISTER JOURNAL NUMBER: 5063

REGISTER JOURNAL DATE: 12/02/2015

PUBLISHER(CODE): HR

PUBLICATION NUMBER: 237

PUBLICATION TYPE: Veränderung

PUBLICATION TYPE(CODE): V

PUBLICATION CHANGES: Domizil, Organ

PUBLICATION CHANGES(CODE): DO

**Description**

---

**AZ Swiss** Invest Finance Holding AG, in Scuol, CHE-280.880.390 , Aktiengesellschaft (SHAB Nr. 77 vom 23.04.2013, Publ. 7160520). Domizil neu: Die Gesellschaft hat ihr Domizil eingebüsst. Ausgeschiedene Personen und erloschene Unterschriften: Lazzarini, Dr. Guido, von Samedan, in Samedan, Präsident, mit Einzelunterschrift. Die Gesellschaft ist nun ohne vertretungsberechtigte Person mit Wohnsitz in der Schweiz und ohne Rechtsdomizil am statutarischen Sitz. .



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**AZ SWISS SA; Company Register Switzerland**

April 22, 2016

**AZ SWISS SA**

Lugano 6900

Schweiz

County: TI

**Company Identifiers**

---

WORLDBOX-NR: 9-591-512.CH

REGISTER NUMBER: 501.3.017.084-2

PUBLICATION ID-Nr: 2298979245

**Company Information**

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REGISTER JOURNAL NUMBER: 5543

REGISTER JOURNAL DATE: 04/19/2016

PUBLISHER(CODE): HR

PUBLICATION NUMBER: 78

PUBLICATION TYPE: Veränderung

PUBLICATION TYPE(CODE): V

PUBLICATION CHANGES: Firmenbezeichnung, Kapital, Zweck, Organ

PUBLICATION CHANGES(CODE): FKZO

**Description**

---

**AZ SWISS SA**, in Lugano, CHE-404.931.690 , società anonima (FUSC no. 207 del 26.10.2015, Pubbl. 2444927). Statuti modificati: 16.03.2016, 21.03.2016. Nuova ragione sociale: **AZ SWISS & PARTNERS SA**. Nuovo scopo: La gestione e l'amministrazione patrimoniale e la consulenza finanziaria per clientela di ogni tipo, nonché la distribuzione a investitori qualificati di investimenti collettivi di capitale del gruppo e di terzi e ogni altra attività atta a perseguire lo scopo sociale. La società è autorizzata quale gestore patrimoniale e distributore di investimenti collettivi di capitale ai sensi della legge sugli investimenti collettivi di capitale. Nuovo capitale azionario: CHF 200'000.00 [finora: CHF 100'000.00]. Nuovo capitale azionario liberato: CHF 200'000.00 [finora: CHF 100'000.00]. Nuove azioni: 20'000 azioni nominative da CHF 10.00. [finora: 100 azioni nominative da CHF 1'000.00]. Aumento ordinario. Nuova limitazione della trasferibilità: La trasferibilità della azioni nominative è limitata dallo statuto. Persone dimissionarie e firme cancellate: Bortolotti, Alessandro, cittadino italiano, in Massagno, membro, con firma



## AZ SWISS SA; Company Register Switzerland

collettiva a due; Dazzini, Giada, cittadina italiana, in Lugano, membro, con firma collettiva a due; Pettini, Lucia, cittadina italiana, in Massagno, membro, con firma collettiva a due; Aliberti, Andrea, cittadino italiano, in Lussemburgo (LU), membro, con firma collettiva a due. Nuove persone iscritte o modifiche: Artoni, Fausto, cittadino italiano, in Milano (IT), presidente, con firma collettiva a due [finora: membro con firma collettiva a due]; Fiorelli, Andrea, cittadino italiano, in Lugano, vice-presidente, con firma collettiva a due; Gorgoni, Paolo, cittadino italiano, in Milano (IT), membro, con firma collettiva a due; Varvara, Antonio, cittadino italiano, in Milano (IT), membro, con firma collettiva a due; Frondizi, Nicola, cittadino italiano, in Lugano, direttore generale, con firma collettiva a due; Gabrielli, Gianluca, cittadino italiano, in Lugano, vice-direttore generale, con firma collettiva a due [finora: presidente con firma individuale].



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End of Document

**AZ Swiss Invest Finance Holding AG; Company Register Switzerland**

September 8, 2016

**AZ Swiss** Invest Finance Holding AG

Scul 7550

Schweiz

County: GR

**Company Identifiers**

---

WORLDBOX-NR: 9-791-342.CH

REGISTER NUMBER: 350.3.011.650-6

PUBLICATION ID-Nr: 2417740667

**Company Information**

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REGISTER JOURNAL NUMBER: 3867

REGISTER JOURNAL DATE: 09/05/2016

PUBLISHER(CODE): HR

PUBLICATION NUMBER: 174

PUBLICATION TYPE: Auflösung

PUBLICATION TYPE(CODE): A

PUBLICATION CHANGES: Status

PUBLICATION CHANGES(CODE): S

**Description**

---

**AZ Swiss** Invest Finance Holding AG, in Scuol, CHE-280.880.390 , Aktiengesellschaft (SHAB Nr. 237 vom 07.12.2015, Publ. 2523365). Firma neu: **AZ Swiss** Invest Finance Holding AG in Liquidation. Mit Verfügung vom 15.07.2016 hat der Einzelrichter des Bezirksgerichts Inn die Gesellschaft aufgelöst und ihre Liquidation nach den Vorschriften über den Konkurs gemäss Art. 731b Abs. 1 Ziff. 3 OR angeordnet.

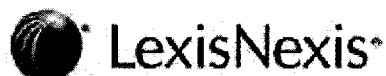


AZ Swiss Invest Finance Holding AG; Company Register Switzerland

Company Register Switzerland  
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## **AZ Swiss Invest Finance Holding AG in Liquidation; Company Register Switzerland**

October 11, 2016

**AZ Swiss** Invest Finance Holding AG in Liquidation

Scuol 7550

Switzerland

**County:** GR

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-791-342.CH

**REGISTER NUMBER:** 350.3.011.650-6

**PUBLICATION ID-Nr:** 2427657117

### **Company Information**

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**REGISTER JOURNAL NUMBER:** 4263

**REGISTER JOURNAL DATE:** 10/06/2016

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 197

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

### **Description**

---

**AZ Swiss** Invest Finance Holding AG in Liquidation, in Scuol, CHE-280.880.390 , Aktiengesellschaft (SHAB Nr. 174 vom 08.09.2016, Publ. 3045081). Das Konkursverfahren ist durch Verfügung des Bezirksgerichts Inn vom 05.10.2016 mangels Aktiven eingestellt worden. Die Gesellschaft besteht nur noch zum Zwecke der Liquidation.



AZ Swiss Invest Finance Holding AG in Liquidation; Company Register Switzerland

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**AZ Swiss Invest Finance Holding AG in Liquidation; Company Register  
Switzerland**

January 17, 2017

**AZ Swiss** Invest Finance Holding AG in Liquidation

Scul 7550

Schweiz

County: GR

## **Company Identifiers**

---

**WORLD BOX-NR:** 9-791-342.CH

**REGISTER NUMBER:** 350.3.011.650-6

**PUBLICATION ID-Nr:** 300042032066

## **Company Information**

---

**REGISTER JOURNAL NUMBER:** 205

**REGISTER JOURNAL DATE:** 01/12/2017

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 11

**PUBLICATION TYPE:** Löschung

**PUBLICATION TYPE(CODE):** L

**PUBLICATION CHANGES:** Status

**PUBLICATION CHANGES(CODE):** S

## **Description**

---

**AZ Swiss** Invest Finance Holding AG in Liquidation, in Scuol, CHE-280.880.390 , Aktiengesellschaft (SHAB Nr. 197 vom 11.10.2016, Publ. 3101441). Nachdem kein begründeter Einspruch gegen die Löschung erhoben wurde, wird die Gesellschaft im Sinne von Art. 159 Abs. 5 lit. a HRegV von Amtes wegen gelöscht.



AZ Swiss Invest Finance Holding AG in Liquidation; Company Register Switzerland

Company Register Switzerland  
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## **AZ SWISS INVEST FINANCE HOLDING AG IN LIQUIDATION; Worldbase**

January 17, 2017

**AZ SWISS** INVEST FINANCE HOLDING AG IN LIQUIDATION

**Other Locations:**  
**REGION:** EUROPE

### **Communications**

---

**Other Communications Information:**  
**CABLE TELEX:** NNYNNPR

### **Company Identifiers**

---

**DUNS:** 48-690-8747  
**NATIONAL:** CH35030116506-Switzerland Registration Number  
**CLASS CODE:** 551003-Switzerland NOGA 2008

### **Company Information**

---

**Founded:** 2013  
**Legal Status:** Corporation

### **Executives**

---

**CEO:**

AZIM UTAMURADOV, BOARD MEMBER

### **Description**

---

MANAGEMENT SERVICES

### **Market And Industry**

---



AZ SWISS INVEST FINANCE HOLDING AG IN LIQUIDATION; Worldbase

**SIC Codes:**

8741 - Management services

7011 - Hotel/motel operation

5812 - Eating place

**Cross Reference/Variant Names:**

HOTEL SCUOL PALACE

**Classification**

---

**Subject:** HOTELS & MOTELS (86%)

dun & bradstreet

Worldbase

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## **Kappenberger Holding GmbH & Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)**

27. März 2017

Kappenberger Holding GmbH & Co. KG

Barbaraweg 2

Cham 93413

Deutschland

### **Geschäftstätigkeit**

**Rubrik:** Jahresabschluss

**Publikationsart:** 135 Jahresabschluss Finanzbericht

**Bekanntmachungstext:**

**Kappenberger Holding GmbH & Co. KG**

**Cham**

**Konzernabschluss zum 31.03.2016**

**Konzernlagebericht für das Geschäftsjahr vom 1. April 2015 bis zum 31. März 2016**

#### **Das Geschäftsjahr 2015/2016 im Überblick**

Auch 2015/2016 war wieder ein erfolgreiches Jahr für **K+B**. Der Gewinn nach Steuern beträgt im abgelaufenen Geschäftsjahr TEUR 5.366 (Vj. TEUR 3.524).

Im Frühjahr 2016 wurde **K+B** zum wiederholten Male für alle Fachmärkte vom Brancheninformationsdienst "Markt interm" mit der Auszeichnung "1a-Fachhändler" und "1a-Fachwerkstatt" ausgezeichnet.

Ein weiterer Baustein unseres Erfolges ist die Ausbildung von jungen Menschen, die wir zu eigenen Fachleuten heranbilden und aufbauen, damit sie unserer Firmenphilosophie gerecht werden. Im Herbst 2015 konnten bei **K+B** 39 junge Frauen und Männer in sieben verschiedenen Berufen, wie Kaufleute für Büromanagement, Einzelhandelskaufleute, Elektroniker für Energie- und Gebäudetechnik, Technischer Zeichner, Informationselektroniker, Fachinformatiker und IT-Systemkaufleute ihre Ausbildung beginnen. In den fünf Jahrzehnten der Firmengeschichte haben somit über 1.100 Jugendliche eine Ausbildung bei **K+B** begonnen und erfolgreich abgeschlossen. Verteilt auf alle Betriebsstätten sind am Bilanzstichtag insgesamt 93 (Vj. 100) Auszubildende beschäftigt.

#### **Konzernstruktur:**

Die Kappenberger Holding GmbH & Co. KG wurde im Zuge der Unternehmensnachfolge durch den Familienstamm Kappenberger gegründet. Ebenso wurde durch den Familienstamm Braun die Braun Holding GmbH & Co. KG gegründet. Dadurch ist der Fortbestand der inhabergeführten Unternehmensgruppe gewährleistet. Aufgrund der

gesetzlichen Vorschriften ist die Braun Holding GmbH & Co. KG nicht im Konsolidierungskreis des Konzernabschlusses enthalten. Diese Anteile werden als Fremdanteile im Konzernabschluss ausgewiesen. Die Gesellschaftsanteile der Kappenberger Holding GmbH & Co. KG und der Braun Holding GmbH & Co. KG ergeben zusammen mit den Anteilen von Herrn Michael Braun jeweils 100 %, mit Ausnahme der Gesellschaften, KAPPENBERGER + BRAUN Elektro-Technik spol. s.r.o., expert R, s.r.o., expert SK, k.s. und K+B Elektro-Media, k.s.

Das operative Geschäft verantworten sechs Gesellschaften, die selbstständig am Markt tätig sind und nach dem Konzept der expert-Kooperation in Deutschland, Tschechien und in der Slowakei auftreten. Querschnittsgesellschaften unterstützen die Geschäftsbereiche, indem sie konzernweit und linienübergreifend Dienstleistungen erbringen.

### **Produkt- und Sortimentspolitik:**

#### **Elektrotechnik:**

Realisierung komplexer Kundenlösungen in den Leistungsbereichen Elektroinstallation, Kommunikation, Steuerungstechnik, Konstruktion und Netzwerk-Datentechnik sowie auftragsbezogene Elektroanlagen-Produktion. Leistungsschwerpunkt ist die Installation elektrischer Anlagen vom kleineren Projekt bis hin zu komplexen Großaufträgen. Individuelle Lösungen zur Strom- und Notstromversorgung, Mittelspannungs-, Schwachstrom- und Kompensationsanlagen sowie Solarstrom- und Photovoltaikanlagen ergänzen das Leistungsangebot. In der Kommunikationstechnik bieten wir ein Spektrum von der Netzwerk-Planung und Netzwerk-Datentechnik bis hin zu Telekommunikation und IT-Lösungen. In der Sicherheitstechnik sind wir spezialisiert auf Einbruch- und Brandmeldeanlagen, Videoüberwachung sowie Beschallungs- und Lichtrufanlagen. Im Bereich Automatisierung liefern wir hochentwickelte Leit- und Automatisierungs-Komplettlösungen für Energieversorgung, Heizungs-, Lüftungs-, Klimasteuerung sowie Prozessleit- und Abwassertechnik. In unserer Produktion entwickeln wir spezielle Sonderanfertigungen und fertigen Schaltanlagen nach individuellen Vorgaben und technischen Anforderungen. Dieser Bereich gliedert sich in Schaltanlagenbau, Tableau- und Elektronikbau sowie Metallbau. Bei den Dienstleistungen sind insbesondere Service und Wartung in der Sicherheits-, Kommunikations- oder Klärtechnik für viele unserer Lösungen unabdingbar. Permanente Erreichbarkeit und kürzeste Reaktionszeiten gehören zum Leistungsangebot von **K+B**. Als Anbieter von hochwertigen Elektroanlagen hat sich die **K+BE-Tech GmbH & Co. KG** fest im Wettbewerbsumfeld etabliert. In einem dynamischen Markt und zunehmend von Preisdruck geprägtem Umfeld setzt unsere Gesellschaft weiter auf die Faktoren Qualität, Stärke und Dynamik.

#### **Kunden von A - Z**

Durch die perfekte Synthese komplexer Einzelbereiche: Elektroinstallation, Kommunikation, Steuerungstechnik, Konstruktion und Netzwerk-Datentechnik, vertrauen namhafte Kunden wie ALDI Süd, Bamherzige Brüder, Staatliches Bauamt München, Behindertenwerkstätten Oberpfalz, Ensinger, die Kliniken in Amberg, Ingolstadt und Rosenheim, Müller Präzision, Goldsteig, Siemens, TÜV Süd, Metro Cash & Carry, Bosch, Maschinenfabrik Niehoff, VMI-AZ, Swiss Life und WWK seit Jahren auf Lösungen aus dem Hause **K+B**, um effiziente und individuelle elektrotechnische Anlagen bzw. Installationen zu erhalten.

#### **Elektrofachhandel:**

Groß- und Einzelhandel mit: - Unterhaltungselektronik, - Ton- und Bildträgern, - Elektro-Haushaltsgeräten, - PC Hard- und Software, - IT-Lösungen für Gewerbebetriebe, - Digitalem Fotohandel, - Telekommunikation aller Art, - Festnetz- und Mobilfunk, - Servicezentren für alle haustechnischen Anlagen. Zum Servicestandard der Märkte gehören fachkundige, individuelle Beratung, Reparaturdienstleistungen, Lieferung und Installation von Großgeräten sowie fachgerechte Entsorgung von Altgeräten.

Der Einkauf erfolgt über den expert-Einkaufsverband direkt beim Hersteller. Kernzielsetzung dieser Handelskooperation sind optimale Beschaffungskonditionen, um Wettbewerbsnachteile gegenüber Konzernfilialisten kompensieren zu können. Auch zum Markt hin pflegen wir sehr stark unsere Zugehörigkeit zur Marke expert mit dem Leistungsversprechen "expert: preiswert und kompetent". Deshalb sind wir auch einbezogen

in die expert-Werbegemeinschaft mit einem klaren Bekenntnis zum qualifizierten Fachhandel und zur qualitativen Differenzierung zum Wettbewerb. K+B legt besonderen Wert auf günstige Preise, Beratung, Fachkompetenz und Service. Liefer-, Montage- und Reparaturservice sind gewährleistet.

Die übrigen Geschäftsfelder des Konzerns sind von untergeordneter Bedeutung.

## **Wirtschaftliche Rahmenbedingungen - Entwicklung von Branche und Gesamtwirtschaft**

### **Gesamtwirtschaft**

Die Weltwirtschaft hat sich im vergangenen Jahr uneinheitlich entwickelt. In den Ländern Westeuropas setzte sich die Erholung insgesamt fort. Dabei wurden die Volkswirtschaften der Eurozone durch den niedrigen Ölpreis, den niedrigen Eurokurs gegenüber dem US-Dollar sowie die niedrigen Zinsen gestützt. Die Wirtschaft in Westeuropa konnte sich 2014/2015 weiter erholen und wuchs stärker als im Jahr zuvor. Dabei zeigte Deutschland im westeuropäischen Vergleich erneut eine überdurchschnittliche Entwicklung. Die Länder Mitteleuropas konnten aufgrund der wirtschaftlichen Verflechtung mit Westeuropa insgesamt von der Erholung profitieren und wuchsen ebenfalls etwas stärker als 2014.

Deutschland entwickelte sich im Berichtsjahr im westeuropäischen Vergleich erneut überdurchschnittlich. Die rückläufige Arbeitslosigkeit und die Zunahme der verfügbaren Einkommen stärkten dabei privaten Konsum und Einzelhandel, die sich dadurch zu den Eckpfeilern des Wirtschaftswachstums entwickeln konnten. Der Onlinehandel wuchs weiter und konnte seinen Marktanteil steigern. Insgesamt liegt das Wirtschaftswachstum 2015 unverändert bei 1,6 % (Vorjahr: +1,6 %). Die Arbeitslosigkeit ging im Vergleich zum Vorjahreszeitraum weiter zurück und die verfügbaren Einkommen entwickelten sich solide. Aufgrund der niedrigen Inflation stieg auch die reale Kaufkraft der Verbraucher an. Dies wirkte sich insgesamt positiv auf Konsum und Handel aus. Der Handel legte um nominal knapp 2 % zu (real: rund 1 %) und wuchs damit etwas stärker als im Vorjahr. Der private Konsum blieb im Vergleich zum Vorjahr unverändert bei 2,1 % und ist somit weiterhin Stützpfeiler der Binnennachfrage.

Der Mittelstand ist das Herz der deutschen Wirtschaft und der Motor für Wachstum und Beschäftigung. Über vier Millionen Selbständige und mittelständische Unternehmerinnen und Unternehmer in der Industrie, im Handwerk, Handel, Tourismus, den Freien Berufen und weiteren Dienstleistungen engagieren sich für ihre Kunden im In- und Ausland. Sie übernehmen Verantwortung und sorgen für dauerhafte Arbeitsplätze; sie schaffen Werte und sorgen mit Kreativität und Innovationen für die Wettbewerbsfähigkeit der deutschen Wirtschaft. Die Akzeptanz und der Erhalt der Prinzipien der Sozialen Marktwirtschaft sind für den Mittelstand kein Lippenbekenntnis, sondern gelebte Wirklichkeit.

Das Bruttoinlandsprodukt in der Tschechischen Republik hat den positiven Trend der letzten Jahre fortgesetzt und ist im Vergleich zum Jahr 2014 um 4,3 % auf einen Spitzenwert innerhalb der EU gewachsen. Bei den Ausgaben für den Verbrauch war das zunehmende Vertrauen der Einwohner in die Entwicklung der Wirtschaft zu spüren. Nachdem es im Vorjahr erstmals wieder zu einem Wachstum gekommen ist, konnte im Jahr 2015 ein Wachstum in Höhe von 2,9 % verzeichnet werden, wobei der staatliche Sektor mit einem Zuwachs von 9,6 % überdurchschnittlich dazu beigetragen hat. Die Inflationsrate ist u. a. durch die sinkenden Energiepreise mit einem Wert von 0,3 % an der Grenze zur Deflation angelangt. Der Außenhandel hat sich auch im Jahr 2015 weiterhin positiv entwickelt, die Handelsbilanz hat einen Überschuss in Höhe von 525,5 Mrd. CZK erreicht. Dieses Jahr war das Wachstum des Imports (8,6 %) sogar höher als das Exportwachstum (7,5 %). Wie in den Vorjahren wurde am meisten nach Deutschland und in die Slowakei exportiert, wobei den größten Anteil am Export der Bereich Maschinen und Verkehrsmittel innehatte. Die Arbeitslosenquote ist im Jahr 2015 nochmals deutlich zurückgegangen und hat mit 6,24 % einen Wert erreicht, der zu den niedrigsten Werten innerhalb Europas gehört. Die Löhne sind durch die positiven Wirtschaftsfaktoren sowie die niedrige Arbeitslosigkeit um 3,5 % auf nunmehr 26.467 CZK gestiegen.

2015 hat die Wirtschaft in der Slowakei Fahrt aufgenommen und im Vergleich zum Vorjahr eine Steigerungsrate von 3,6 % erzielt. Dieser Anstieg wurde ähnlich wie in den Vorjahren hauptsächlich vom Export getragen. Die positive Wirtschaftsentwicklung im letzten Quartal spiegelt sich bereits in der Beschäftigungsquote, die nach Jahren des Rückgangs eine nennenswerte Zunahme verzeichnet.

Die statistische Arbeitslosigkeit hat sich im Jahr 2015 um einen Prozentpunkt auf 11,5 % verringert, wobei die Arbeitslosenquote den strukturschwachen Regionen immer noch einen sehr hohen Wert erreicht.

Immerhin sind aber die Reallöhne mit 2,9 % weiter gestiegen, was einen positiven Impuls auf das Verbraucherverhalten ausstrahlt. Der industrielle Schwerpunkt der slowakischen Wirtschaft liegt in den Bereichen Fahrzeugbau, Stromerzeugung, Metallbearbeitung, Maschinenbau und in der breitgefächerten Automobilbranche. Den slowakischen Fahrzeugbau dominieren die großen ausländischen Konzerte VW, Peugeot/Citroën und Kia. Wie in den Vorjahren waren sie einer der Wachstumstreiber. Der Außenhandel entwickelte sich weiterhin sehr erfolgreich, wobei der Außenhandelsüberschuss einen Wert von 1,9 Mio. Euro erreichte und die exportfreundliche Politik der Regierung bestätigte.

Die Inflation hat auch in der Slowakei einen Tiefpunkt erreicht, wobei der Gesamtjahresindex mit -0,3 % sogar einen negativen Wert erreicht hat.

#### **Elektrotechnik:**

Die Elektroinstallation ist im Wesentlichen abhängig von der Entwicklung im Bauhauptgewerbe.

Trotz günstigem Umfeld im Wohnungsbau, durch hohe Zuwanderung, einen stabilen Arbeitsmarkt, steigende Realeinkommen und niedrige Zinsen für Anlagen und Darlehen, konnten die Defizite bei Wohneinheiten aus den Vorjahren noch immer nicht aufgeholt werden. Die Konsolidierung der öffentlichen Haushalte hat dazu geführt, dass Bauinvestitionen ausblieben. Selbst Rekord-Steuereinnahmen führten nur zu moderaten Zuwächsen im Baugewerbe, Bundesbaumaßnahmen waren zudem rückläufig.

Gemäß dem Bayerischen Handwerkstag ist das bayerische Handwerk mit viel Schwung ins neue Jahr gestartet. Im ersten Quartal 2016 bewerteten 87 % der befragten Handwerksbetriebe ihre Lage mit gut oder befriedigend. Dies ist ein Anstieg von zwei Prozentpunkten gegenüber dem ersten Quartal 2015. In fünf der sieben Konjunkturgruppen kletterte der Stimmungsindikator nach oben, während er im Bauhaupt- und Lebensmittelgewerbe auf hohem Niveau konstant blieb. Die Umsätze des Handwerks im Beobachtungszeitraum betrugen knapp 21 Milliarden Euro, ein Anstieg von 2,5 %. Rechnet man die Preissteigerungen heraus, verbleibt ein Plus von 1,1 %. Vor allem die Bau- und Ausbaugewerke zeigten sich in der Umfrage deutlich zufriedener mit ihren Einnahmen als noch vor einem Jahr.

2015 war ein zufrieden stellendes, aber kein Boomjahr für das bayerische Bau- und Ausbaugewerbe. Diese Entwicklung wird sich voraussichtlich in diesem Jahr fortsetzen. Ein starkes Wachstum ist nicht zu erwarten.

Nach deutlichen Anstiegen in den letzten zwei Monaten ging die Produktion im Baugewerbe im März spürbar zurück. Hier dürften Vorzieheffekte im Zuge des milden Winters, die sich auch in unterdurchschnittlichen witterungsbedingten Baubehinderungen zu Beginn des Jahres zeigten, eine Rolle gespielt haben. Das erste Quartal insgesamt konnte der Bausektor mit einer sehr kräftigen Ausweitung der Erzeugung abschließen. In dem guten Quartalsergebnis spiegeln sich Zuwächse in allen Teilbereichen wider. Vor allem das Ausbaugewerbe konnte ein sehr kräftiges Produktionsplus verzeichnen. Der Geschäftsklimaindex im Bauhauptgewerbe hellte sich im April auf und befindet sich mit Werten im positiven Bereich deutlich über seinem langjährigen Durchschnitt. Ein niedriges Zinsumfeld, positive Einkommenserwartungen und die gute Situation am Arbeitsmarkt sprechen weiterhin für eine günstige Entwicklung insbesondere des Wohnungsbaus. Zusätzliche Impulse dürfte der gestiegene Wohnraumbedarf durch die Flüchtlinge liefern.

Die Stimmung im Handwerk erreicht gemäß dem Zentralverband des Deutschen Handwerks zum Jahresbeginn 2016 den höchsten Wert in einem 1. Quartal seit Beginn der ZDH-Konjunkturberichterstattung. Gestützt von der weiterhin aufwärtsgereichten Binnenkonjunktur und begünstigt von einem insgesamt milden Winter, konnten die Handwerksbetriebe ihre hohen Auftragsbestände mit ungebremsster Intensität abarbeiten. Eine positive Arbeitsmarktentwicklung, merkliche Lohnzuwächse sowie der geringe Preisauftrieb lassen die Konsumfreude der Verbraucher auf einem hohen Niveau verbleiben. Zu Gunsten der Handwerksbetriebe haben sicherlich auch die niedrigen Energie- und Rohstoffpreise beigetragen, die Preisanpassungen zumindest zum Teil unnötig gemacht haben.

## Kappenberger Holding GmbH & Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Der Lagebericht der bayerischen Bau- und Ausbauwirtschaft gibt die Ergebnisse der halbjährlichen Konjunktumfrage im Ausbaugewerbe wieder. Die Geschäftslage der bayerischen Bau- und Ausbaubetriebe ist in diesem Frühjahr, wie im Vorjahr von 57 % der Ausbauunternehmen mit gut bewertet.

Die Ertragslage hat sich gegenüber dem Vorjahr spürbar verbessert. 37 % der Ausbaubetriebe (Vorjahr: 35 %) und 30 % der Baubetriebe (Vorjahr: 26 %) bewerten in diesem Frühjahr ihre Ertragslage mit "gut".

Deutlich mehr als die Hälfte der Bau- und Ausbaubetriebe realisieren ausreichende bis zufrieden stellende Erträge. 9 % der Bauunternehmen (Vorjahr: 14 %) gaben an, gegenwärtig schlechte oder sehr schlechte Erträge zu erzielen. Rund die Hälfte der Ausbaubetriebe hat derzeit, wie im Vorjahr, gut bis sehr gut gefüllte Auftragsbücher. Die Einschätzung der Baupreisentwicklung durch die Betriebe hat sich im Vorjahresvergleich etwas verbessert.

Das Jahr 2015 stellte für das tschechische Bauwesen ein sehr starkes Jahr dar, jedoch wurde noch lange nicht das Niveau der Jahre 2007-2008 erreicht. Trotzdem ist es möglich das Ergebnis des vorigen Jahres für erfolgreich zu halten. Die Bauproduktion ist gegenüber dem vorigen Jahr real durchschnittlich um 7,1 % gestiegen. Sie hat an einen gründlichen Zuwachs der früheren Jahre angeknüpft.

Die während des Jahres 2015 erreichten sehr guten Ergebnisse spiegeln vor allem die erneute Investitionsaktivität des Staates und das Bemühen um das Erreichen der EU-Fondszuführungen bis Ende des Jahres 2015 wider. Die Entwicklung beider Bestandteile des Fachgebietes - Hochbau und Tiefbau - war in einzelnen Quartalen des Jahres 2015 ungleichmäßig und ziemlich unterschiedlich.

Der Tiefbau hat einen schnelleren zwischenjährigen Zuwachs um 17,1 % aufgewiesen, während die Produktion des Hochbaues im Jahr 2015 nur um 1,2 % gestiegen ist, und das trotz der starken Nachfrage nach dem Wohnwesen, der enorm niedrigen Zinssätze und der erreichbaren Hypotheken.

Die Beschäftigung in den Baufirmen ist weiter gesunken, in den letzten 2 Jahren hat sich aber der Rückgang vermindert, im Jahr 2015 auf 2 %.

### **Elektrofachhandel:**

Der deutsche Elektrofachhandel gewann auch ohne wichtige saisonale Events wie Olympische Spiele oder Fußballweltmeisterschaft auf hohem Niveau knapp 1 % hinzu. Auch die Normalisierung im IT-Geschäft - 2014 hatte es eine Sonderkonjunktur durch den Austausch von Microsoft-Betriebssystemen gegeben - konnte dem Marktwachstum nichts anhaben. Rückgänge im Portfolio bei TV und IT wurden durch die Einführung des iPhone 6, aber auch durch zusätzliche Impulse bei Weißer Ware, Küchengeräten und im Beauty- und Wellness-Bereich überkompensiert. Stark geprägt wird die Handelsbranche nach wie vor von einigen Großvertriebsketten sowie anderen großflächigen Märkten. Ferner gewinnt der Internethandel zunehmend Marktanteile.

Der Gesamtumsatz der CE-Branche betrug nach Angaben des Consumer Electronics marketindex Deutschland (CEMIX) im Jahr 2015 27,4 Mrd. , dies entspricht einem Rückgang von 0,4 % gegenüber dem Vorjahr. Die Unterhaltungselektronik verlor 5,3 % gegenüber dem Vorjahr und erlöste dadurch lediglich 9,6 Mrd. (Vorjahr: 10,2 Mrd. ). Die Telekommunikation hat ein Umsatzwachstum von 10,1 % gegenüber dem Vorjahr erzielt, was 10,2 Mrd. entspricht. Die Informationstechnologie verzeichnete einen Rückgang um 6,3 % und erzielte damit 7,6 Mrd. .

Der Markt der Elektrokleingeräte erzielte laut GfK Non Food Index Germany (GfK) einen Umsatz von 4,2 Mrd. in 2015. Dies entspricht einem Anstieg von 9,9 % gegenüber dem Vorjahr. Das stärkste Umsatzwachstum verzeichnete dabei das Haarstyling-Segment, das wiederum von der positiven Umsatzentwicklung bei Lockenstäben profitierte. Die Großgeräte dagegen konnten einen Zuwachs von 4,4 % zum Vorjahr verbuchen, was einen Umsatz von 8,7 Mrd. bedeutet. Sowohl bei Waschmaschinen als auch bei Wäschetrocknern erwiesen sich Geräte der Energieeffizienzklasse A+++ als Wachstumstreiber.

Laut dem Bundesverband Musikindustrie ist wie im Vorjahr der Musikmarkt wieder gestiegen. Der Umsatz wuchs um 4,6 % auf 1,6 Mrd. . Die Steigerung ist im digitalen Bereich (Zuwachs: 30,8 %) erzielt worden, der physische Bereich ist weiterhin rückläufig (Rückgang: 4,2 %).

## Kappenberger Holding GmbH & Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Die Märkte der Unterhaltungselektronik, Elektrogroßgeräte und insbesondere Telekommunikation liegen laut GfK TEMAX® Deutschland im ersten Quartal 2016 leicht im Minus mit einem Rückgang von 1,8 %. In fünf von sieben Bereichen - Unterhaltungselektronik, Foto, Informationstechnologie, Telekommunikation, Bürogeräte und Verbrauchsmaterial - gingen die Umsätze zurück. Mit minus 10,9 % hatte der Bereich Foto die größten Einbußen zu verzeichnen.

Im ersten Quartal 2016 erholte sich der TV-Markt in Deutschland langsam, auch die durchschnittlichen Verkaufspreise stiegen an. Aktuelle Verbrauchertrends deuten außerdem an, dass auch der Audiogeräte-Markt einen wichtigen Beitrag zur Erholung im Bereich Unterhaltungselektronik leisten wird.

Sowohl bei Smartphones als auch Mobiltelefonen, ging die Nachfrage der Deutschen im ersten Quartal 2016 zurück. Das Segment verzeichnete im Vergleich zum Vorjahresquartal einen Umsatzrückgang von 4,6 %. Ausgenommen davon waren Smartphones mit größeren Displays, die bei Verbrauchern weiterhin beliebt sind. Wearables verzeichneten ein Umsatzwachstum von 177,7 % im Vergleich zum Vorjahreswert, wobei Gesundheits- und Fitnesstracker an Bedeutung gewannen - zu Lasten der Wrist Sport Computers.

Im Bereich Elektrokleingeräte sorgte der Anstieg des durchschnittlichen Preisniveaus in Deutschland für Umsatzwachstum. Die Nachfrage nach Handstaubsaugern, Espresso-Vollautomaten, Standmixern, Food Prozessoren und Küchenmaschinen stieg. Dagegen wurden Männerrasierer, Kaffee-Portionsmaschinen, Stabmixer, traditionelle Filterkaffeemaschinen und Bodenstaubsauger im ersten Quartal 2016 seltener gekauft.

Die Kategorie Elektrogroßgeräte erzielte im ersten Quartal 2016 ein Umsatzwachstum von 2,3 % im Vergleich zum Vorjahreszeitraum. Dieses wurde durch eine geringere Anzahl an Verkaufstagen im März 2016 etwas beeinträchtigt. Insgesamt stieg die Nachfrage nach Wäschetrocknern, mit Energieeffizienzklasse A+++ und größerer Trommelkapazität. Zur positiven Umsatzentwicklung der Elektrogroßgeräte trugen vor allem auch Einbau-Geschirrspülmaschinen bei.

Verglichen mit dem Vorjahreszeitraum ging der Umsatz im ersten Quartal 2016 im IT-Bereich um 1,3 % zurück. Während die Umsatzentwicklung in der Kategorie Desktop-Computer nahezu unverändert blieb, wuchs der Umsatz im Segment der Monitore um 8,9 %. Vielversprechend sind auch Peripherieprodukte aus den Bereichen Gaming und Datenspeicherung. Hier könnte die Nachfrage in den nächsten Monaten ebenfalls ansteigen.

Im Vergleich zum Vorjahresquartal verzeichnete der Bereich Foto ein Minus von 10,9 %. Verbraucher interessierten sich jedoch weiterhin für hochwertige Fotoprodukte.

Der Gesamtmarkt des tschechischen Elektrohandels hat sich im Jahr 2015 mit einem Anstieg von 10,1 % deutlich positiv entwickelt. Die Umsätze im Elektrofachhandel haben dabei im Jahr 2015 einen Zuwachs von 4,4 % verzeichnet. Der Telekommunikationssektor, konnte, aufgrund der weiter steigenden Nachfrage nach Smartphones einen Anstieg von 23,4 % erzielen, ebenso hat sich der IT-Consumermarkt um 4,3 % gegenüber dem Vorjahr verbessert. Im Bereich Haushaltsgeräte gab es auch im vergangenen Jahr wieder in fast allen Bereichen einen Zuwachs. Der Bereich der Unterhaltungselektronik, hat sich nach den dramatischen Rückgängen in den Vorjahren nun stabilisiert und konnte nach Jahren des Rückgangs einen Anstieg von 4,3 % verzeichnen. Der Anteil der über das Internet abgesetzten Elektrogeräte ist wieder leicht angestiegen und erreicht mit 41 % den höchsten Wert in Europa.

Der slowakische Markt des Elektrofachhandels hat sich im Jahr 2015 deutlich erholt und im Gesamtjahr eine Steigerung von 3,8 % erzielt, während der Gesamtmarkt sogar um 4,1 % gewachsen ist. Der Internethandel wuchs weiter auf 30,2 % Marktanteil zum Ende des Jahres, mit weiter steigender Tendenz. Damit nimmt die Slowakei einen Spitzenplatz in Europa ein. Der traditionelle Elektrofachhandel hat aber weiterhin unter starkem Preisverfall gelitten.

### Geschäftsentwicklung 2015/2016

#### Elektrotechnik:

Die von K+B erbrachten Elektrotechnik-Leistungen im Geschäftsjahr konzentrieren sich auf Öffentliche Bauten und Projekte im Wirtschaftsbau und waren branchenmäßig gut gestreut. Kliniken und Krankenhäuser, Institute, Ämter und Schulen, Kläranlagen und Wasserversorgung, Automobilindustrie und Hotels sowie Versicherungen, Banken und Unternehmen der Freien Wirtschaft zählen zu unserer Kundschaft. Zu den umsatzstärksten Bauvorhaben im letzten Geschäftsjahr gehörten verschiedene BMW-Werke und das Krankenhaus der Barmherzigen Brüder in Regensburg.

Obwohl es in der Tschechischen Republik im Jahr 2015 zu einer Steigerung der Bauproduktion kam, gelang es unserer Firma nicht den notwendigen erforderlichen Produktionsumfang zu erreichen. Der realisierte Umsatz betrug etwa 56 % der Produktion des vorigen Geschäftsjahres. Der Grund für diesen Umsatzrückgang war die Verschiebung einiger geplanter Aufträge in das folgende Geschäftsjahr. Von einigen Aufträgen mussten wir aufgrund der schlechten Ergebnisse zurücktreten. Die meisten Aufträge wurden für die privaten Investoren realisiert. Zu den größten realisierten Aufträgen gehörte LEGO Kladno (der überwiegende Teil des Auftrags wurde aber schon im Geschäftsjahr 2014 realisiert), REXAM Dysina, Zentrum Dobrichovice. Zugleich gelang es uns Verträge im Ausland zu realisieren - VGP Park Rodgau und Hamburg.

Die Firma wird sich bemühen Aufträge zu gewinnen, bei denen wir als Generallieferant direkt für die Investoren die Aufträge realisieren.

#### **Elektrofachhandel:**

Die K+B expert Fachmärkte mussten im abgelaufenen Geschäftsjahr einen leichten Umsatzrückgang verzeichnen. Das Geschäftsjahr war durch den immer stärker werdenden Wettbewerbs- und Werbedruck der Konzernfilialisten und einen massiven Preisverfall bei den digitalen Produkten und Flat-TV-Produkten geprägt. Aufgrund stetiger Innovationen bei Elektronikartikeln sind die Produktlebenszyklen besonders kurz, weshalb die Preise reiferer Produkte fallen.

Der Bereich Braune Ware (inkl. Digital Foto und Audio) war im Geschäftsjahr 2015/2016 mit einem Anteil von 24,5 % (Vorjahr: 24,7 %) ein wichtiger Umsatzträger. Das wichtigste Teilsegment bildeten, wie bereits in den Jahren zuvor, die TV-Geräte mit einem Umsatzanteil von 12,7 % (Vorjahr: 14,4 %). Hybride TV-Geräte, die Internet und Femsehen miteinander verschmelzen, sowie 3-D-fähige Geräte mit über 55 Zoll Bild diagonal gewinnen immer mehr an Bedeutung. Stark rückläufig entwickelten sich Plasmaferseher und Geräte bis 50 Zoll Bild diagonal. Weiterhin rückläufig sind der Bereich Foto & Video, MP3-/MPEG4-Player, Car-HiFi sowie Navigationsgeräte. Diese Produktgruppen leiden unter dem Vormarsch der Smartphones, die all diese Funktionen vereinen. Einen starken Zuwachs erhielten Henkelware, Kopfhörer, Soundbars sowie Bluetooth-Lautsprecher.

Der Umsatzanteil im Bereich PC-Hard-/Software liegt bei 25,0 % (Vorjahr: 25,9 %). Der Bereich PC-Hardware leidet unter einem starken Nachfragerückgang von PC-Systemen und Notebooks sowie auch von Tablet-PCs. Nur die 2-in-1-Geräte konnten einen Umsatzzuwachs verzeichnen, welche die Vorteile aus einem Notebook und aus einem Tablet in einem Gerät vereinen. Der Bereich Entertainment verlor wiederum Umsatzanteile 8,2 % (Vorjahr: 8,6 %), mit Ausnahme von XBOX, Zubehör und dem Video-Bereich.

Einen Umsatzanteil mit 18,9 % erzielte der Bereich der Kommunikationstechnik, welcher Zuwächse gegenüber dem Vorjahr in Höhe von 3,5 % erreichte. Insbesondere der Verkauf von hochwertigen Smartphones führte zu dieser positiven Entwicklung.

Mit einem Umsatzanteil von 27,4 % (Vorjahr: 26,4 %) war die Weiße Ware die wichtigste Artikelgruppe, sie konnte den Umsatz gegenüber dem Vorjahr um 3,3 % steigern. Grün war auch im Geschäftsjahr 2015/2016 die dominierende Farbe im Bereich der Weißen Ware. Hauptumsatzträger waren Geschirrspüler und Einbausets bei den Einbaugeräten. Bei den Großgeräten waren insbesondere die Bereiche Waschen und Trocknen sowie Kühlen und Gefrieren die umsatzträchtigsten Bereiche. Das Segment der Kleingeräte wuchs nur marginal, insbesondere die Bereiche Rasieren, Haarpflege und Saugen führten zum Wachstum. Rückläufig war insbesondere der Bereich der Kaffeevollautomaten und Espressomaschinen.



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Die K+B expert Fachmärkte in Tschechien konnten den Umsatz zum letzten Geschäftsjahr mit einem Zuwachs von expansionsbereinigt 10 % deutlich steigern. Während der Bereich des Elektrofachhandels nur um 4,4 % gewachsen ist, konnte unser Einzelhandelsnetz einen expansionsbereinigten Zuwachs von 9,22 % verzeichnen. Insbesondere im Bereich der Haushaltsklein- und Telekommunikationsgeräte konnten wir wiederholt einen Zuwachs verzeichnen. Der Marktanteil der expert CR konnte auch im letzten Jahr wieder gesteigert werden. Der Anstieg von 7,0 % auf 7,2 % festigt unsere Position als starker Marktteilnehmer in Tschechien. Der Marktanteil der K+B Expert Fachmärkte in Höhe von 3,8 % spiegelt ebenfalls den wachsenden Trend der letzten Periode wider.

Der Umsatz der slowakischen K+B expert Fachmärkte hat sich expansionsbereinigt mit einem Umsatzwachstum von 6,13 % sehr positiv entwickelt. Die gesteckten Umsatzziele konnten damit erreicht werden. Ein Zuwachs wurde insbesondere in der Kategorie der Haushaltsgeräte, aber auch in fast allen Kategorien (außer IT) verzeichnet. Im Großhandel konnten wir auf der deutliche Steigerung vom Vorjahr aufbauen und den Umsatz um weitere 3,2 % ausbauen. Der Marktanteil der expert SK hat sich zum Ende des Geschäftsjahres 2015/2016 bei dem Wert von 1,6 % stabil gehalten.

**Eckwerte der Ertragslage**

Im Elektrofachhandel betrug der Anteil an der Gesamtleistung EUR 154,1 Mio. (Vorjahr: EUR 145,0 Mio.) und im Elektrotechnikbereich betrug der Anteil an der Gesamtleistung EUR 61,0 Mio. (Vorjahr: EUR 76,8 Mio.).

	2015/2016 TEUR	2014/2015 TEUR
Gesamtleistung (Umsatzerlöse/Bestandsveränderung/aktivierte Eigenleistungen)	215.218	221.773
Rohertrag	63.057	62.260
Leistungsbezogener Aufwand	57.691	58.736
Jahresüberschuss	5.366	3.524

**Eckwerte der Vermögenslage**

	31.03.2016		31.03.2015	
	TEUR	%	TEUR	%
Anlagevermögen	23.280	28,6	25.506	32,8
Umlaufvermögen	58.141	71,4	52.358	67,2
	81.421	100,0	77.864	100,0
Eigenkapital	33.210	40,8	31.752	40,8
Kurzfristige Verbindlichkeiten	48.211	59,2	46.112	59,2
davon Anzahlungen/Vorauszahlungen	(1.312)		(46)	
	81.421	100,0	77.864	100,0

**Finanzlage**

Zur Sicherung der Finanz- und Liquiditätslage sind bei verschiedenen Bankinstituten Kreditlinien in ausreichendem Umfang vereinbart. Ergänzende Finanzierungsinstrumente wie z. B. Factoring oder Leasing werden in der Gesellschaft nicht eingesetzt. Weitere Betriebsanlagen und Wirtschaftsgüter werden von der Besitzgesellschaft Kappenberger + Braun GmbH & Co. KG angemietet. Mietverträge werden nur im geringen Umfang und im Wesentlichen im IT-Bereich und der Anmietung von Ladenräumen abgeschlossen.

Die Deutsche Bundesbank hat die Gesellschaft wiederholt mit "notenbankfähig" bewertet.

Bei sämtlichen Finanzaktivitäten gelten bei K+B die folgenden Grundsätze: K+B tritt nach außen als finanzielle Einheit auf und erzielt dadurch bessere Konditionen an den Finanzmärkten. Bei finanzwirtschaftlichen

Entscheidungen wahrt **K+B** im Verhältnis zu Banken oder Geschäftspartnern stets den Handlungsspielraum, um unabhängig zu bleiben.

### Strategie und zukünftige Entwicklung

Ziel von **K+B** ist es, den Unternehmenswert durch profitables und nachhaltiges Wachstum langfristig zu steigern. Die Basis hierfür bildet ein Höchstmaß an Kundenorientierung, die strategische Expansion und effiziente Prozesse. **K+B** stellt die Kunden ins Zentrum ihres Handelns.

Schon heute zählt **K+B** in Thüringen, Ostbayern und in Tschechien zu den führenden Elektrotechnikbetrieben und Elektrofachhändlern. Das soll auch in Zukunft so bleiben.

### Elektrotechnik:

Mit der Energiewende, dem Klimawandel und den hohen Energiepreisen rückt das Thema Energieeffizienz immer stärker in den Fokus. Zudem setzen gesetzliche Vorschriften, gestützt durch diverse Förderprogramme, Investitionsanreize. So wären bei der Sanierung öffentlicher Gebäude durch den Einsatz von Gebäudeautomation dauerhaft Energieeffizienzgewinne von bis zu 50 % erreichbar. Eine moderne technische Infrastruktur in Bürogebäuden unterstützt effizientes Arbeiten unter optimierten Bedingungen (Beleuchtung, Heizung, Klima). Intelligent vernetzte Sensoren und Regeleinrichtungen, durch Benutzer und Betreiber auf die jeweiligen Bedürfnisse adaptierbar, ermöglichen ein energieeffizientes Betreiben von allen Gebäudetypen. Flexible Installationsstrukturen schaffen die Voraussetzung für Anpassbarkeit bei Nutzungsänderungen.

Industrie 4.0 ist ohne Handwerk 4.0 nicht denkbar. Schließlich spielen sich viele neue Trends im Bereich des Handwerks ab. "Smart Home", also die Vernetzung von Haustechnik und Haushaltsgeräten, ist eine Domäne des Handwerks. Nicht zuletzt muss sich das Handwerk auf die veränderten Produktionsstrukturen einstellen. Einerseits erwachsen daraus durch eine Dezentralisierung der Wirtschaft zusätzliche Chancen für handwerkliche Zulieferunternehmen. Andererseits werden sich die Betriebe auch neuen Wettbewerbern stellen müssen.

Diese Geschäftsfelder zu fokussieren und dadurch Umsatzzuwächse zu generieren, sehen wir als Herausforderung.

**K+B** bemüht sich in Tschechien ihre Tätigkeit an den Bereich der technologischen Erzeugung, der Universitätsbauten, der Bauten für Gesundheitswesen, Wohnungshäuser und Produktion für Spezialeinrichtungen zu orientieren.

### Elektrofachhandel:

Ein umfassendes Sortiment mit neuesten Markenprodukten, dauerhaft tiefe Preise und eine hohe Servicequalität machen **K+B** zur lokalen Nummer eins unter den Elektrofachmärkten. Der Elektrofachhandel wird sich in den beiden kommenden Jahren regional sehr unterschiedlich entwickeln. Vor dem Hintergrund der aktuellen Prognosen zur wirtschaftlichen Entwicklung gehen wir insgesamt davon aus, dass im Jahr 2016 eine positive Marktentwicklung eintritt.

Da in Deutschland die Ausstattung mit onlinefähigen Flachbildschirmen und mit internetfähigen Handys schon recht hoch ist, werden die preisbereinigten Wachstumsraten in den kommenden Jahren niedrig sein. Das zunehmende Bedürfnis nach Vernetzung der Geräte sowie weitere technische Neuerungen können zu einem anhaltenden Umsatzwachstum führen.

Durch die zunehmende Polarisierung zwischen den preisorientierten und qualitätsorientierten Sortimenten ist es unsere Aufgabe, durch qualitativere und bessere Leistung die Kunden an die **K+B** Expert Fachmärkte zu binden. Erweiterungen und Vertiefungen des Sortiments sowie eine verbesserte Produktpräsentation zusammen mit kompetenten Beratungs- bzw. Serviceleistungen bilden dafür die Grundlage. Stets am Puls der Zeit und nah am Kunden - darauf basiert der Erfolg von **K+B** Expert. Unser Gespür für Technikrends und Innovationen, einmalige Sortimente, individuelle Beratung, ein herausragendes Preis-Leistungs-Verhältnis zählt sich aus: **K+B** ist jeweils

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Marktführer im lokalen Elektrofachhandel. Um diese Position weiter auszubauen, unterliegen alle bestehenden Standorte permanent einer Modernisierung.

Die Expansion der Fachmärkte in Ostbayern/Thüringen und die Kundenbindung stellt sich uns weiterhin als Herausforderung. Sollten sich gute Chancen zur Erschließung weiterer Absatzmärkte ergeben, werden wir in den Aufbau dieser Märkte investieren.

Im Geschäftsjahr 2016/2017 steht die weitere Optimierung der Ertragssituation im Vordergrund. Das Verkaufsnetz von 22 Verkaufsstellen halten wir nun für optimal und sind gegebenenfalls bereit wieder in neue Geschäfte zu investieren. Die professionelle Arbeit in den einzelnen Sortimentsgruppen wird auch im neuen Jahr fortgesetzt. Das erweiterte Angebot von kundenorientierten Dienstleistungen und die weitere Verbesserung unseres Warensortiments werden zu einer weiteren Steigerung des Rohgewinns und damit zu einer weiteren Verbesserung des Ergebnisses führen.

Die Online-Aktivitäten werden weiter verbessert, was zu einer Steigerung der Kundenfrequenz in unseren Geschäften führt. Die Werbeaktivitäten konzentrieren sich auf das 25-jährige Firmenjubiläum und werden sowohl in der online-Werbung sowie in der traditionellen Beilagenwerbung verstärkt, wobei unsere Werbung Teil des Gesamtmarketingkonzeptes der Einkaufsgemeinschaft expert sein wird und das Ziel verfolgt, den Bekanntheitsgrad des Unternehmens in den Regionen weiter zu erhöhen.

### Mitarbeiter

Ein Unternehmen, das sich in hohem Maß der Kundenorientierung verschrieben hat, benötigt Mitarbeiter, die diesen Anspruch in der Praxis täglich einlösen. K+B kann sich dabei auf ihre qualifizierte, motivierte und leistungsbereite Belegschaft verlassen. Bei K+B waren 2015/2016 im Jahresdurchschnitt 1.243 (Vorjahr: 1.273) Mitarbeiter beschäftigt, davon 541 (Vorjahr: 555) im Elektrofachhandel, 370 (Vorjahr: 383) in der Elektrotechnik und 332 (Vorjahr: 335) in der Verwaltung.

Bedauerlicherweise tritt ein Faktor in der Bilanz unseres Unternehmens nicht auf: die Qualität unserer Mitarbeiter. Denn dank der hoch engagierten Mitarbeiter kann K+B seinen Kunden täglich eine qualifizierte Beratung beim Einkauf von hochwertigen Elektrogeräten bieten oder eine hochwertige Qualität bei der Realisierung von Bauprojekten im Elektrobereich. Um diese Beratungs- und Servicekompetenz auf gleichbleibend hohem Niveau zu gewährleisten, bieten wir unseren Mitarbeitern eine gezielte Förderung, mit der das kundenorientierte Verhalten stetig weiter optimiert werden soll. Auch die Auszubildenden profitieren neben der Berufsschule von einer intensiven Betreuung im Verkaufsallday oder auf der Baustelle sowie einem qualifizierten Ausbildungsprogramm.

Unsere Mitarbeiter sind die Garanten für unseren Erfolg und unsere Stärke. Sie spiegeln die Kernkompetenzen unseres Unternehmens wider: Die richtige Mixtur aus Innovation, Stabilität und Kontinuität ist die Basis für unseren Erfolg. Sie danken dem Unternehmen für die fortwährenden Anstrengungen mit einer hohen Betriebstreue, die für K+B ein hohes Gut ist, denn ohne Mitarbeiterbindung kann es auch keine Kundenbindung geben. Das Durchschnittsalter der deutschen Beschäftigten betrug 39,5 Jahre (Vorjahr: 40,5 Jahre); die Betriebszugehörigkeit lag im Schnitt bei 13,4 Jahren (Vorjahr: 14,5 Jahre). Knapp 200 Mitarbeiter in Deutschland gehören schon seit mehr als zwei Jahrzehnten zu K+B, und auch in diesem Geschäftsjahr konnten wieder lange Betriebszugehörigkeiten geehrt werden. So feierten 30 Mitarbeiter das 10-jährige und 18 Mitarbeiter das 25-jährige Jubiläum. Der Anteil der Frauen im Gesamtunternehmen beträgt 30,97 % (Vorjahr: 30,64 %).

Das Ziel ist es auch in Zukunft, bei allen K+B-Mitarbeitern die Begeisterung für ihren Beruf und ihren Arbeitgeber sowie die Qualifikation und Beschäftigungsfähigkeit ihrer Belegschaft zu erhalten und so für Kontinuität im Unternehmen zu sorgen.

### Ausbildung - Nachwuchs fördern

Uns ist es äußerst wichtig, in die Ausbildung von jungen Menschen zu investieren; zum einen um qualifizierte Mitarbeiter heranzubilden, zum anderen um der sozialen Verantwortung nachzukommen. Seit der Gründung im Jahre 1960 wurden für 1.225 Jugendliche Ausbildungsplätze zur Verfügung gestellt. Im Bereich Ausbildung

eröffnet **K+B** den Auszubildenden in mehreren Berufsfeldern gute Chancen auf einen attraktiven Arbeitsplatz sowie interessante Perspektiven für ihre weitere berufliche Zukunft. Im Geschäftsjahr konnten 45 junge Leute ihre Ausbildung erfolgreich beenden. Im Berichtszeitraum haben 80 % der Absolventen einen Anschlussvertrag erhalten. Wir profitieren dabei von der guten Leistung unserer Nachwuchskräfte, denn alle Prüflinge haben im Berichtsjahr ihre Ausbildung erfolgreich abschließen können. Vier Auszubildende wurden für ihre herausragenden Leistungen besonders geehrt. Praktikumsplätze für Schüler und Studenten werden ebenso bei **K+B** angeboten, wie diverse Informationsveranstaltungen zu den Ausbildungsberufen.

### **Umwelt und Soziales**

Besondere Leistungen im Umwelt- und Sozialbereich sind für **K+B** nicht nur Ausdruck der selbstverständlichen Übernahme von gesellschaftlicher Verantwortung. Sie sind gleichzeitig probates Mittel zur Differenzierung im Wettbewerb.

Dem schonenden Umgang mit Ressourcen und Energie, der Zufuhr zu Recycling sowie der umweltgerechten Entsorgung wird bei **K+B** Rechnung getragen. Sowohl der Austausch der Beleuchtungsanlagen oder von Kraftfahrzeugen, als auch der Einsatz von Wärmepumpen tragen hierzu wesentlich bei.

Jeder dritte Deutsche ist ehrenamtlich tätig. Sie engagieren sich aktiv für ihre Mitmenschen und sind somit für das soziale, kulturelle und gesellschaftliche Leben unverzichtbar. **K+B** fördert durch Partnerschaften und Spenden gemeinnützige Vereine und Projekte. Ziel dieser Zusammenarbeit ist die ideelle und materielle Unterstützung der Partner zur Erreichung ihrer Ziele. Insbesondere die Jugendförderung und die Förderung von Bedürftigen sowie Sicherheitsorganisationen werden unterstützt. **K+B** stellt die Mitarbeiter für ehrenamtliche Tätigkeiten in der Feuerwehr, beim THW, der Bergwacht und anderen Organisationen frei und stellt den Ausfall den Kommunen nicht in Rechnung.

### **Risikomanagement/Risiken:**

**K+B** ist im Rahmen der Aktivitäten den verschiedensten Risiken ausgesetzt, die mit unternehmerischem Handeln verbunden sind. Diese können die Vermögens-, Finanz- und Ertragslage betreffen. Risiken, die über das allgemeine wirtschaftliche Risiko einer unternehmerischen Betätigung hinausgehen, sind nicht erkennbar. Die Gesellschaft hat organisatorische Regelungen und Maßnahmen getroffen, um den Fortbestand des Konzerns gefährdende und sonstige wesentliche Risiken der wirtschaftlichen und geschäftlichen Entwicklung frühzeitig zu erkennen. Das Risikomanagement umfasst insbesondere Umsatz-, Kosten- und Ertragsbetrachtungen sowie das Controlling und das Forderungs- und Versicherungsmanagement.

### **Marktrisiken**

Aufgrund des aufgefächerten Produktprogramms der Unternehmensgruppe, das in den unterschiedlichsten Branchen und Industriezweigen Abnehmer findet, ergeben sich keine Abhängigkeiten von Großkunden, die ein wesentliches Risiko darstellen. Die Entwicklung im stationären Einzelhandel ist nach wie vor geprägt vom Wettbewerbs- und Werbedruck der Konzernfilialisten und dem Onlinehandel. Vor allem in Deutschland ist der Einzelhandel von einem intensiven Wettbewerb geprägt. Dadurch entstehen Faktoren, die den Geschäftsverlauf beeinflussen und natürliche Geschäftsrisiken darstellen können. Ein grundsätzliches Geschäftsrisiko ist die schwankende Konsumbereitschaft der Verbraucher. Diese hängt von politischen, gesellschaftlichen und wirtschaftlichen Rahmenbedingungen ab. Vor dem aktuellen gesamtwirtschaftlichen Hintergrund stellt die Konsumbereitschaft derzeit ein deutlich erhöhtes Risiko dar. Es muss auch künftig damit gerechnet werden, dass die Verbraucher in Erwartung wirtschaftlich schwieriger Zeiten ihren Konsum weiter einschränken. Dies gilt sowohl für Gegenstände des täglichen Bedarfs als auch für größere Anschaffungen, wie beispielsweise Haushalts- oder Unterhaltungselektronik. Änderungen im Konsumverhalten erfordern die ständige Ausrichtung des Vertriebskonzeptes an die Ansprüche der Kunden sowie an Produktauswahl und Service.

Die Ausrichtung der Unternehmenspolitik erfolgt nicht zuletzt mittels gezielter Marktbeobachtung, Einschätzung der Wettbewerbssituation, Trends im Verbraucherverhalten wie auch Verhaltensmuster der relevanten Zielgruppen. Mit klarer Positionierung und Strategie nutzen wir die Chancen, die sich aus der permanenten Marktveränderung

ergeben. Mit hoher Beratungsqualität und Sortimentstiefe können die Nischen des Elektrofachhandels belegt werden.

Konjunkturelle Abschwungphasen können unsere Geschäftstätigkeit negativ beeinflussen. Dies resultiert aus der Abhängigkeit vom Bestellverhalten unserer Industriekunden.

### **Kreditrisiko**

Als Kreditrisiko wird das Risiko verstanden, dass ein Kunde den vertragsgemäßen Zahlungen nicht oder nur teilweise nachkommt. Bei einem sehr großen Teil unserer Kunden handelt es sich um renommierte Unternehmen aus der Industrie und dem Mittelstand sowie um öffentliche Auftraggeber. Forderungsverluste und Einzelwertberichtigungen waren deshalb unbedeutend. Ebenso werden die Risiken aus bestehenden oder neu abzuschließenden Kundenverträgen permanent beobachtet und bewertet sowie durch geeignete Instrumente abgesichert. Es sind keine weiteren Ausfall- und Bonitätsrisiken erkennbar.

### **Beschaffungsrisiken**

Bei der Beschaffung von Komponenten, Vorprodukten und Dienstleistungen sind wir auf Fremdanbieter angewiesen. Die Fremdanbieter haben weitere Kunden. Bei Auftreten einer Überschussnachfrage ist es möglich, dass diese Anbieter nicht über hinreichende Kapazitäten verfügen, um den Bedarf aller Kunden, einschließlich K+B, zu befriedigen. Engpässe oder Verzögerungen könnten unsere Geschäftsaktivitäten schädigen. Unerwartete Preissteigerungen aufgrund von Marktengpässen oder aus anderen Gründen könnten sich ebenfalls negativ auswirken. Wesentliche Rohstoffe in der Unternehmensgruppe sind von Börsennotierungen (z. B. Kupfer) bzw. von der Entwicklung des Rohölpreises abhängig, die beide deutlichen Schwankungen unterworfen sind. Preisrisiken beim Rohstoff Kupfer werden durch projektbezogenen Einkauf von Mengenkontingenten weitgehend vermieden. Wo möglich, wurden diese Risiken durch Preisgleitklauseln abgedeckt. Es verbleibt jedoch das Risiko einer ungünstigen Auswirkung auf das Ergebnis bei Schwankungen in den Bezugspreisen, falls keine Möglichkeit besteht, die Kosten an die Kunden weiterzugeben bzw. anderweitig zu kompensieren.

### **IT-Risiken**

IT-Risiken bestehen primär in der Notwendigkeit der permanenten Verfügbarkeit der Kassen- und Rechnersysteme und des dahinter liegenden Netzwerkes sowie der Integrität der Daten, wie in potenziellen externen Angriffen auf die IT-Systeme. Die ständige Aufrechterhaltung und Optimierung der IT-Systeme erfolgt durch hochqualifizierte interne und externe Experten. Unberechtigtem Datenzugriff, Datenmissbrauch und Datenverlust wird durch Einsatz entsprechender aktueller Virensoftware, Firewalls, adäquater Zugangs- und Zugriffskonzepte und vorhandener Back-up-Systeme vorgebeugt. Darüber hinaus erfolgt die Absicherung durch eine Brandmeldeanlage mit entsprechenden Alarmierungen. Für unerwartete IT-Systemausfälle existieren entsprechende Notfallpläne.

### **Beteiligungsrisiko**

Als Beteiligungsrisiko wird der potenzielle Wertverlust aufgrund von Dividendenausfall, Teilwertabschreibung, Veräußerungsverlust sowie die Reduktion der stillen Reserven durch die Gefahr einer entsprechend negativen wirtschaftlichen Entwicklung bezeichnet. Die Anteile an der expert AG und der expert Technik GmbH & Co. KG sind die wichtigsten Beteiligungen der K+B-Gruppe.

### **Personalrisiken**

Mitarbeiter sind einer der entscheidenden Erfolgsfaktoren.

Neben der Schaffung eines positiven Arbeitsumfeldes stehen die betriebliche Aus- und Weiterbildung und die Förderung von Nachwuchsführungskräften im Mittelpunkt der Personalarbeit. Die Förderung von Mitarbeitern in Kombination mit Führungsgrundsätzen reduziert das Risiko der Personalfluktuations und sichert sowohl den hohen Qualifikationsstandard als auch die Serviceorientierung der Mitarbeiter.

Der Sicherheit der Mitarbeiter und des Arbeitsumfelds wird eine große Bedeutung beigemessen. Arbeits-, Gesundheits- und Umweltschutz werden zentral durch die Sicherheitsfachkraft gesteuert. Durch ein zielgerichtetes Sicherheitsmanagement sollen Unfall- und Gesundheitsrisiken für Mitarbeiter und Dritte auf ein Minimum reduziert werden.

### **Haftungsrisiken**

Zur Minimierung der wesentlichen Risiken sind ausreichende Maßnahmen im Rahmen der Prozesssicherheit und des Qualitätsmanagements getroffen. Zudem besteht Versicherungsschutz für alle gängigen Risiken.

### **Finanzrisiken**

Währungsrisiken können aufgrund der internationalen Aktivitäten nicht vermieden werden. Grundsätzlich wird jedoch eine Fakturierung in Euro angestrebt. Die verbleibenden Fremdwährungsgeschäfte werden mit geeigneten Finanzierungsinstrumenten abgesichert. Im Elektrofachhandel ist das Währungsrisiko weder auf der Einkaufs- noch auf der Umsatzseite existent. Aufgrund der hohen und kurzfristig verfügbaren Zahlungsmittel sowie des langfristig positiven operativen Cashflows besteht für den Konzern kein Liquiditätsrisiko. Durch Auswahl von Vertragspartnern mit ausschließlich guter Bonität bzw. durch Auswahl von Banken, für die Einlagensicherungseinrichtungen bestehen, werden bei Finanzanlagen und derivativen Finanzinstrumenten die Risiken eines finanziellen Verlustes begrenzt. Zudem wurden Bankeinlagen auf mehrere Kreditinstitute verteilt, um das im Zuge der Finanzmarktkrise gestiegene Ausfallrisiko von Bankeinlagen zu reduzieren. Diese Vorgehensweise wurde auch im Geschäftsjahr 2015/2016 beibehalten. Im Berichtszeitraum war die Liquidität jederzeit gesichert. Unsere Lieferanten werden, soweit vereinbart, unter Ausnutzung von Skonto bezahlt.

### **Rechtliche und steuerliche Risiken**

Gerichts- oder Schiedsverfahren, die einen Einfluss auf die wirtschaftliche Lage von K+B haben könnten, sind nach Kenntnis der Gesellschaft weder anhängig noch angedroht. Insofern ist keine Beeinträchtigung der Geschäftsentwicklung zu erwarten. Grundsätzlich wird in rechtlichen Belangen auf externe Rechtsberater zurückgegriffen. Für Schadensfälle und Haftungsrisiken besteht ausreichender Versicherungsschutz. Es kann nicht ausgeschlossen werden, dass bei allen laufenden und künftigen Außenprüfungen die steuerliche Betriebsprüfung zu einer von der Einschätzung der Gesellschaft abweichenden Würdigung einzelner Sachverhalte kommt.

### **Risikoprofil**

Im Geschäftsjahr 2015/2016 bestanden für den Konzern keine bestandsgefährdenden Risiken. Auch für die Zukunft sind aus heutiger Sicht die vorstehend beschriebenen Risiken beherrschbar. Wir sehen derzeit keine aktuellen Risiken, die den Fortbestand des Unternehmens gefährden oder einen erheblichen Einfluss auf die Vermögens-, Finanz- und Ertragslage während der nächsten zwei Jahre haben können.

### **Prognosebericht**

Die deutsche Wirtschaft ist, nach dem Monatsbericht vom Juli des Bundesministeriums für Wirtschaft und Energie, ordentlich in das zweite Quartal 2016 gestartet. Die Erzeugung im Produzierenden Gewerbe erreichte im April nahezu das hohe Produktionsniveau des ersten Quartals, das durch Sondereffekte begünstigt war. Die Beschäftigung nahm insbesondere in den Dienstleistungsbereichen schwungvoll zu. Nachfrageseitig wird der Zuwachs der wirtschaftlichen Aktivität vor allem von den privaten und staatlichen Konsumausgaben getragen. Die privaten Konsumausgaben stiegen im ersten Quartal das siebte Quartal in Folge an. Auch die inländischen Investitionen expandierten im ersten Quartal merklich. Dabei wurden die Bauinvestitionen durch günstige Witterungsbedingungen gestützt. Die zum Jahreswechsel eingetrübten Erwartungen der deutschen Wirtschaft haben sich im Mai den dritten Monat in Folge verbessert. Auch die aktuelle Lageeinschätzung seitens der Unternehmen ist günstig. Nach dem positiven Start in das Jahr 2016 dürfte sich das Wachstum der deutschen Wirtschaft im zweiten Quartal dennoch etwas verlangsamen, nicht zuletzt weil die Frühjahrsbelegung im Baugewerbe nach dem milden Winter weniger ins Gewicht fallen dürfte als üblich. Das Geschäftsklima im Baugewerbe ist aber nach wie vor außergewöhnlich positiv und die Auftragsbücher sind gut gefüllt. Nach dem

Auslaufen der witterungsbedingten Produktionsverschiebungen wird sich die für sich genommen gute Konjunktur im Baugewerbe wieder sichtbarer durchsetzen. Der private Konsum bleibt ein Treiber der konjunkturellen Entwicklung. Im ersten Quartal 2016 erhöhten sich die privaten Konsumausgaben um 0,4 % gegenüber dem Vorquartal. Die Umsätze im Einzelhandel ohne Kfz haben sich nach den Rekordwerten zum Jahreswechsel zuletzt allerdings deutlich abgeschwächt und fielen im April sogar auf den Vorjahreswert. Die ohnehin gute Stimmung unter den Einzelhändlern fiel im Mai nochmals optimistischer aus und auch das Konsumklima der Verbraucher hellte sich weiter auf. Die gute Lage am Arbeitsmarkt und die niedrige Preisentwicklung bilden weiterhin günstige Rahmenbedingungen für die Konsumnachfrage.

Die Konsumstimmung der deutschen Verbraucher zeigt laut der GfK-Konsumklimastudie im Mai ein uneinheitliches Bild. Für Juni prognostiziert der Konsumklima-Gesamtindikator 9,8 Punkte nach 9,7 Zählern im Mai. Während die Konjunkturerwartung sowie die Anschaffungsneigung zulegen, muss die Einkommenserwartung Einbußen hinnehmen. Die Verbraucher gehen nach wie vor davon aus, dass die deutsche Wirtschaft ihren moderaten Aufschwung in den kommenden Monaten fortsetzt. Das signalisiert der leichte Anstieg der Konjunkturerwartung in diesem Monat. Auch die Anschaffungsneigung, die bereits ein sehr hohes Niveau erreicht hat, nimmt noch einmal zu. Nach den ersten Angaben des Statistischen Bundesamtes stieg das Bruttoinlandsprodukt (BIP) im ersten Quartal 2016 im Vergleich zum Vorquartal um 0,7 %. Damit hat die konjunkturelle Entwicklung sogar noch an Schwung gewonnen. Im letzten Quartal 2015 betrug das Wachstum im Vergleich zur Vorperiode 0,3 %.

Der ifo Geschäftsklimaindex für die gewerbliche Wirtschaft Deutschlands ist im Mai auf 108,7 Punkte gestiegen, von 107,8 Punkten im Vormonat.

Die Geschäftsaussichten für die kommenden Monate verbesserten sich sogar deutlich. Der Aufschwung in Deutschland ist intakt.

Die Prognosen für die tschechische Wirtschaft sind weiter durchaus positiv. Es wird ein Anstieg des BIP von über 3 % erwartet. Der Außenhandel läuft aufgrund der florierenden Automobilindustrie weiterhin sehr gut, wobei der starke Binnenkonsum der Treiber des positiven BIP darstellt. Die Inflation wird sich laut Tschechischer Nationalbank weiterhin auf einem sehr niedrigen Niveau bewegen ebenso wie die Arbeitslosenquote. Dies führt zu einem steigenden Lohndruck und zunehmenden Mangel an qualifizierten Arbeitskräften.

#### **Elektrotechnik:**

Im Bauhauptgewerbe hat sich der ifo-Geschäftsklimaindex (Mai 2016) vom Vormonat nochmals übertroffen. Die Baufirmen waren noch nie so zufrieden mit ihrer Geschäftslage seit der Wiedervereinigung. Die Erwartungen trübten sich hingegen minimal ein.

Sehr gute Konjunkturdaten und ausgezeichnete Zukunftsaussichten spiegeln die positive Lage der Branche gemäß dem Jahresbericht des Zentralverbandes der deutschen Elektro- und Informationstechnischen Handwerke (ZVEH) wider. Das Investitionsklima ist deutlich verbessert, die E-Handwerke wollen die Digitalisierung der Wirtschaft mitgestalten.

Laut der aktuellen Frühjahrskonjunkturumfrage des ZVEH beurteilen 94,6 % der E-Handwerksunternehmen ihre Geschäftslage positiv (61,1 % "gut", 33,5 % "befriedigend"). Der sehr hohe Vorjahreswert von 94,4 % wurde damit sogar übertroffen. Für die Zukunft herrscht weiter Optimismus: 75,6 % gehen von einer gleichbleibenden Entwicklung auf dem vielerorts hohen Niveau aus, 16,8 % rechnen sogar mit einer Verbesserung der Geschäftslage im kommenden Halbjahr. Größte Auftraggeber bleiben die private und die gewerbliche Wirtschaft, die jeweils fast 40 % des Auftragsvolumens der Betriebe ausmachen. Bei rund einem Viertel der befragten Unternehmen haben die Aufträge in diesen Bereichen zuletzt noch zugenommen. Den meisten Umsatz erwirtschaften die Betriebe im Bereich Energie- und Gebäudetechnik (65,9 % des Gesamtumsatzes).

Das bayerische Handwerk ist mit viel Schwung ins neue Jahr gestartet und kann auch mit einer starken weiteren Entwicklung rechnen. In der Quartalsumfrage der bayerischen Handwerkskammern bewerteten 87 % der Betriebe ihre aktuelle Lage mit gut oder befriedigend. Im Vergleich zum Vorjahr bedeutet dies einen Anstieg um zwei Prozentpunkte. Die Auftragseingänge zeigten sich insgesamt leicht verbessert. Trotz einer für den Winter starken

Auslastung von 75 % kletterten die ohnehin schon hohen Auftragsbestände noch einmal nach oben. Die Betriebe haben damit im Schnitt Bestellungen für 7,6 Wochen in ihren Büchern. Die Geschäftstätigkeit hat sich zum Jahresstart positiv entwickelt. Der Umsatz im Handwerk in Bayern wird im 1. Quartal auf etwa 20,9 Milliarden Euro geschätzt, was einem ordentlichen Plus von 2,5 % im Vergleich zum Vorjahr entspricht. Nach Abzug der Preissteigerung verblieb ein reales Wachstum von 1,1 %. Das Handwerk blickt äußerst optimistisch in die Frühlingsmonate. 92 % der befragten Betriebe gehen von einer mindestens "befriedigenden" Geschäftslage aus. Etwa jeder dritte Betrieb rechnet mit einer deutlichen Belebung der Nachfrage und einer Steigerung der Umsätze. Dafür sprechen auch die bereits gut gefüllten Auftragsbücher. Vor allem das Baugewerbe sollte sich im Jahresverlauf zum Zuggpferd der Handwerkskonjunktur entwickeln. Die weiter steigende Beschäftigung, niedrige Zinsen und kauflustige Verbraucher verleihen dem Handwerk auf absehbare Zeit Rückenwind.

Nach Angaben der Handwerkskammer Niederbayern-Oberpfalz setzt sich der positive Trend der ostbayerischen Handwerkskonjunktur nach einem erfolgreichen Jahr 2015 weiter fort. Die Handwerksbetriebe in Niederbayern und der Oberpfalz zeigen sich im langfristigen Trend mit ihrer Geschäftslage recht zufrieden. Dabei ist der Blick der Betriebe in die Zukunft so optimistisch wie seit Jahren nicht mehr. Ausschlaggebend dürften dafür unter anderem die Prognosen beim Umsatz und bei den Auftragseingängen sein. Im vergangenen Quartal ist der Geschäftsklima-Index für das Gesamthandwerk von 28 auf 32 Prozentpunkte gestiegen. Das ist der zweitbeste Wert des 1. Quartals seit über 20 Jahren. 89 % der Betriebe bezeichneten dabei ihre Geschäftslage als "gut" oder "befriedigend". Maßgeblichen Anteil an dieser positiven Entwicklung hatte das Ausbaugewerbe mit einem Plus von sechs Prozentpunkten zum Vorquartal. Die meisten Betriebe geben aktuell an, dass sie in den nächsten drei Monaten mit steigenden Auftragseingängen und wachsenden Umsätzen rechnen. Auch einen Anstieg der Verkaufspreise prognostizierte fast jeder vierte Betrieb. Rund ein Fünftel aller Handwerksbetriebe plant, in nächster Zeit neu einzustellen.

Zukunftsträchtig sind in besonderem Maße Energieeffizienzthemen. So wird beispielsweise die intelligente Gebäudetechnik mehr und mehr an Relevanz gewinnen. Allerdings ist abzusehen, dass auch zunehmend Anbieter anderer Branchen versuchen, sich in diesen Geschäftsfeldern zu positionieren.

Im ersten Halbjahr 2016 setzte die Wirtschaft der Tschechischen Republik die erfolgreiche Entwicklung fort. Aus der Sicht des ersten Halbjahres ist das BIP zwischenjährlich um 2,8 % gestiegen. Seitens des Angebots hat sich im ökonomischen Zuwachs vor allem die gute Lage der Verarbeitungsindustrie gezeigt (+4,8 %). Auch dem Dienstleistungssektor ging es gut. Das Bauwesen musste im Gegenteil gegen die sinkende Nachfrage nach den Investitionen in weitere Gebäude und Bauwerke kämpfen und ist zwischenjährlich um 5,5 % gesunken. Die Produktion im Bauwesen ist in diesem Jahr nach einem starken Zuwachs der beiden vorherigen Jahre wieder zum tieferen zwischenjährlichen Rückgang gekommen.

In den ersten drei Monaten des Jahres ist sie um 7,7 % gesunken, im zweiten Quartal hat sich der Rückgang noch weiter vertieft - bis auf 12,2 %. In der Vierteljahres-Zwischenperiode ausgedrückt: sinkt die Leistung des Bauwesens fortlaufend schon ein viertes Quartal in Folge. Dem Vorjahres-Niveau haben im diesjährigen ersten Halbjahr sowohl der Tiefbau (-13,2 %) als auch der Hochbau (-9,4 %) wesentlich nicht nachgestanden.

Dank dem Wirtschaftswachstum setzt sich die Senkung der Arbeitslosigkeit fort, mit der Zeit aber erreicht es schon seine Grenzwerte. Die Arbeitslosigkeit ist in allen Ausbildungsstufen abgesunken, vor allem bei den Personen mit der mittleren Ausbildung ohne Abitur einschließlich der Facharbeiter (im 2. Vierteljahr 4,2 %, ein Jahr früher 5,7 %). Eine so niedrige Arbeitslosenquote begrenzt viele Baufirmen, einschließlich unserer Firma, denn es ist sehr schwierig, qualifizierte Arbeitskräfte mit entsprechendem Lohnniveau zu finden. Hinsichtlich der höheren Nachfrage nach diesen Arbeitskräften erhöhen die neu angeworbenen Arbeitskräfte die Auftragskosten und reduzieren dadurch die Rentabilität der Aufträge.

#### **Elektrofachhandel:**

Der Elektrofachhandel ist verglichen mit anderen Einzelhandelsbranchen stärker vom gesamtwirtschaftlichen Umfeld abhängig. Dies gilt generell für langlebige Gebrauchsgüter. Im Einzelhandel hat der ifo-Geschäftsklimaindex



(Mai 2016) nachgegeben, er liegt jedoch weiterhin deutlich über seinem langfristigen Mittelwert. Sowohl die aktuelle Lage als auch die Erwartungen der Einzelhändler waren schlechter als im Mai.

Discounter, filialisierende Fachhandelsketten und vertikalisierte Handelsstrukturen können dem hohen Preis-/Wettbewerbsdruck und neuen Konsummustern am besten begegnen. Zudem rückt das Internet mit günstigen Preisen als Vertriebskanal in den Fokus. Eine Entwicklung, die durch das konjunkturelle Umfeld verstärkt an Dynamik gewinnt. Der klassische Fachhandel muss hingegen seine Stärken bei Beratungs- und Sortimentskompetenz ausspielen. Für den Einzelhandel der Zukunft gilt es aus dem Kaufhaussterben zu lernen: eine klare Profilierung ist unerlässlich - Mittelmaß ist verboten. Die Kunden erwarten ein Erlebnis beim Einkaufen, neben einer breiten Auswahl vor Ort auch eine entsprechende Warenpräsentation. Ein Flächenausbau ist aufgrund des gestiegenen Online-Handels nicht zielführend, jedoch die Modernisierung der bestehenden Verkaufsflächen.

Durch die Digitalisierung steckt der Einzelhandel in einem Strukturwandel. Ware muss sowohl online als auch offline angeboten werden, am besten miteinander intelligent vernetzt. Der allgemeine Trend geht dahin, dass die Verbraucher sowohl im Laden als auch im Internet nach ihren Wunschprodukten schauen. Es wird im stationären Handel recherchiert und beraten und dann im Internet bestellt, andere machen es umgekehrt. Click-and-collect wird immer beliebter, was bedeutet, die Ware wird online bestellt und persönlich im Geschäft abgeholt. Hierin besteht die Chance für den Handel, durch den persönlichen Kontakt mit dem Verbraucher Beratungsleistungen anzubieten oder ergänzende Produkte abzusetzen. Die größten Stärken des stationären Fachhandels liegen in der Beratungskompetenz und in der Präsenz vor Ort. Darüber hinaus lassen sich mit den Möglichkeiten, die das Internet bietet, vielfach Ansatzpunkte zur Steigerung der eigenen Attraktivität und Leistungsfähigkeit finden.

Die Herausforderung für den Fachhandel besteht darin, sich weniger auf den Preis reduzieren zu lassen und stattdessen ein überzeugendes Gesamtpaket von Produkt-, Beratungs- und Serviceleistungen anzubieten.

Für die tschechische Elektrofachhandelsbranche wird im Wirtschaftsjahr 2016/2017 eine positive Entwicklung erwartet. Das hohe Kundenvertrauen wird zu einer weiteren Steigerung der privaten Ausgaben führen, von der auch unsere Branche profitieren wird. Der Einzug der neuen digitalen Technologien in unsere Haushalte (Smart Home), Internet der Dinge, sind der Motor für das Wachstum der kommenden Jahre.

Den wachsenden Internethandel betrachten wir als eine Chance für den Großhandel. Die Einführung neuer Technologien wird fast zeitgleich mit dem tschechischen Markt erfolgen und kann neue Impulse mit sich bringen.

In Zeiten, da sämtliche Prognosen der Forschungsinstitute hinsichtlich der allgemeinen wirtschaftlichen Entwicklung nur noch den Charakter einer Scheingenauigkeit aufweisen, ist es zum heutigen Zeitpunkt noch nicht möglich, eine verlässliche Aussage über die Entwicklung des Konzerns abzugeben. Wir erwarten, dass sich die positive Entwicklung von K+B in den nächsten beiden Geschäftsjahren weiter fortsetzen wird. Wir gehen davon aus, dass unser Umsatz im nächsten Geschäftsjahr im Elektrofachhandel und in der Elektrotechnik leicht rückläufig sein wird. Trotz eines auch weiterhin potenziell schwierigen wirtschaftlichen Umfelds wird unsere Ertragslage positiv sein. Wir sind davon überzeugt, dass wir für das Erreichen dieser kurzfristigen Ziele gut aufgestellt sind. Unsere Position als Bayerns größtes Elektrounternehmen wollen wir auch in Zukunft weiter ausbauen. Die 11. Auszeichnung in Folge zum 1a-Fachhändler und die 9. Auszeichnung zur 1a-Fachwerkstatt im Juni 2016 beweisen unsere Strategie im Elektrofachhandel.

**K+B** plant für das Geschäftsjahr keine neuen Aktivitäten. Die Geschäfte werden im bisherigen Rahmen fortgeführt.

## **Chancen**

Unsere Chancen leiten wir im Wesentlichen aus den Zielen und Strategien der Geschäftsbereiche ab und sorgen für ein angemessenes Chancen-Risiko-Verhältnis.

Chancenpotenziale ergeben sich insbesondere durch folgende Vorgehensweisen: strategische Kooperationen, Marktdurchdringung, Expansion.

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Die gute Finanzausstattung, das öffentliche Unternehmensrating und die Möglichkeit einer Refinanzierung über den Kapitalmarkt versetzen uns in die Lage, dass wir auch in Zukunft in die Expansion von **K+B** erhebliche Mittel investieren können. Unsere Kunden achten in zunehmendem Maße nicht nur auf wettbewerbsfähige Preise, sondern auch auf die Qualität und Nachhaltigkeit der angebotenen Produkte und Beratungsleistungen. Vor allem die lifestyle-orientierte Zielgruppe der Kunden, die ihren Lebensstil an Gesundheit und Nachhaltigkeit ausrichten, gewinnt in diesem Zusammenhang an Bedeutung. Diese sogenannten "LOHAS" (Lifestyle of Health and Sustainability) verfügen über ein überdurchschnittliches Einkommen, konsumieren bewusst und kritisch. Sie legen großen Wert auf Qualität, Marke und Design. Mit unserer Fokussierung auf Qualität und Nachhaltigkeit der Sortimente in Verbindung mit professioneller Beratung können wir den hohen Anforderungen dieser Zielgruppen besonders gerecht werden.

Chancen und Risiken sowie deren positive und negative Veränderungen werden dabei nicht gegeneinander aufgerechnet.

**Nachtragsbericht**

Es haben sich keine Vorgänge von besonderer Bedeutung nach dem Bilanzstichtag ergeben.

Die Geschäftsleitung versichert nach bestem Wissen, dass der Geschäftsverlauf einschließlich des Geschäftsergebnisses und der Lage des Konzerns in diesem Lagebericht so dargestellt sind, dass ein den tatsächlichen Verhältnissen entsprechendes Bild vermittelt wird und dass die wesentlichen Chancen und Risiken beschrieben sind. Alle in diesem Bericht enthaltenen zukunftsbezogenen Aussagen wurden nach bestem Wissen und Gewissen getroffen. Da sie jedoch auch von Faktoren abhängen, die nicht unserem Einfluss unterliegen, kann die tatsächliche Entwicklung von den Prognosen abweichen.

Cham, 26. Oktober 2016

gez. Die Geschäftsführung

**Konzernbilanz zum 31. März 2016****AKTIVA****31.3.2015 T****A. Anlagevermögen****I. Immaterielle Vermögensgegenstände**

Entgeltlich erworbene Konzessionen, gewerbliche Schutzrechte und ähnliche Rechte und Werte sowie Lizenzen an solchen Rechten und Werten

633.751,75 834

**II. Sachanlagen**

1. Grundstücke, grundstücksgleiche Rechte und Bauten einschließlich der Bauten auf fremden Grundstücken

11.490.873,85 12.124

2. Technische Anlagen und Maschinen

2.273.414,26 2.530

3. Andere Anlagen, Betriebs- und Geschäftsausstattung

2.214.221,57 2.606

4. Geleistete Anzahlungen und Anlagen im Bau

206.784,58 9

16.185.294,26 (17.269)

**III. Finanzanlagen**

1. Beteiligungen

807.164,79 795

2. Wertpapiere des Anlagevermögens

2.025,00 2

3. Sonstige Ausleihungen

5.652.239,55 6.606

6.461.429,34 (7.403)

23.280.475,35 (25.506)

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31.3.2015 T

## B. Umlaufvermögen

## I. Vorräte

1. Roh-, Hilfs- und Betriebsstoffe	1.495.019,78	1.738
2. Unfertige Erzeugnisse	42.768.426,20	41.022
3. Handelswaren	17.977.869,36	17.179
4. Geleistete Anzahlungen	256.229,37	242
5. Erhaltene Anzahlungen	-41.861.196,88	-39.877
	20.636.347,83	(20.304)

## II. Forderungen und sonstige Vermögensgegenstände

1. Forderungen aus Lieferungen und Leistungen	14.790.606,62	14.514
2. Forderungen gegen Unternehmen, mit denen ein Beteiligungsverhältnis besteht	26.059,43	27
3. Sonstige Vermögensgegenstände	5.172.102,93	4.614
	19.988.768,98	(19.155)

## III. Kassenbestand und Guthaben bei Kreditinstituten

17.237.262,86	12.643
57.862.379,67	(52.102)

## C. Rechnungsabgrenzungsposten

278.351,52	256
81.421.206,54	77.864

## PASSIVA

31.3.2015 T

## A. Eigenkapital

I. Kapitalanteile Komplementärin	0,00	0
II. Kapitalanteile Kommanditisten	2.050.000,00	2.050
III. Gewinnrücklagen	16.869.976,68	17.113
IV. Konzernjahresüberschuss	3.166.148,64	2.121
V. Ausgleichsposten für die Anteile anderer Gesellschafter	11.124.358,83	10.468
	33.210.484,15	(31.752)

## B. Rückstellungen

1. Steuerrückstellungen	382.681,66	379
2. Sonstige Rückstellungen	13.507.207,38	13.398
	13.889.889,04	(13.777)

## C. Verbindlichkeiten

1. Verbindlichkeiten gegenüber Kreditinstituten	11.498.708,02	12.870
davon		
- mit einer Restlaufzeit bis zu einem Jahr:		
4.877.362,50 (Vorjahr: T 3.780)		
- mit einer Restlaufzeit von mehr als fünf Jahren:		
1.721.340,40 (Vorjahr: T 2.946)		
2. Erhaltene Anzahlungen auf Bestellungen*)	1.311.879,64	64
3. Verbindlichkeiten aus Lieferungen und Leistungen*)	14.818.138,96	12.314
4. Verbindlichkeiten gegenüber Gesellschaften, mit denen ein Beteiligungsverhältnis besteht*)	725.071,29	334
5. Sonstige Verbindlichkeiten	5.334.800,75	6.135

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		31.3.2015 T
davon	33.688.598,66	(31.717)
- mit einer Restlaufzeit bis zu einem Jahr: 5.300.254,18 (Vorjahr: T 5.565)		
- mit einer Restlaufzeit von mehr als fünf Jahren: 0,00 (Vorjahr: T 0)		
- aus Steuern: 1.549.496,58 (Vorjahr: T 1.351)		
- im Rahmen der sozialen Sicherheit: 285.237,55 (Vorjahr: T 151)		
D. Rechnungsabgrenzungsposten	215.369,34	177
E. Passive latente Steuern	416.865,35	441
	81.421.206,54	77.864

\*) Restlaufzeit bis zu einem Jahr

**Konzern-Gewinn- und Verlustrechnung für das Geschäftsjahr vom 1. April 2015 bis zum 31. März 2016**  
2014/2015 T

1. Umsatzerlöse	213.422.840,20	223.209
2. Veränderung des Bestands an unfertigen Erzeugnissen	1.735.159,58	-1.436
3. Andere aktivierte Eigenleistungen	59.945,49	0
4. Sonstige betriebliche Erträge	1.482.379,70	2.584
5. Materialaufwand		
a) Aufwendungen für Roh-, Hilfs- und Betriebsstoffe	-139.809.534,17	-137.718
b) Aufwendungen für bezogene Leistungen	-12.351.689,04	-21.795
	-152.161.223,21	(-159.513)
6. Personalaufwand		
a) Löhne und Gehälter	-30.601.489,04	-30.093
b) Soziale Abgaben	-7.105.037,29	-6.997
	-37.706.526,33	(-37.090)
7. Abschreibungen auf immaterielle Vermögensgegenstände des Anlagevermögens und Sachanlagen	-2.457.353,41	-2.668
8. Sonstige betriebliche Aufwendungen	-17.698.734,55	-19.843
9. Erträge aus Beteiligungen	74.874,22	79
10. Sonstige Zinsen und ähnliche Erträge	190.621,87	292
11. Zinsen und ähnliche Aufwendungen	-489.810,65	-762
12. Ergebnis der gewöhnlichen Geschäftstätigkeit	6.452.172,91	4.852
13. Steuern vom Einkommen und vom Ertrag	-938.074,67	-1.172
14. Sonstige Steuern	-147.994,97	-156
	-1.086.069,64	(-1.328)
15. Konzernjahresüberschuss vor Fremddanteilen	5.366.103,27	3.524
16. Anderen Gesellschaftern zustehender Gewinn	-2.199.954,63	-1.403
17. Konzernjahresüberschuss	3.166.148,64	2.121

**Konzernanhang für das Geschäftsjahr vom 1. April 2015 bis zum 31. März 2016**

**1. Allgemeine Angaben**

Der Konzernabschluss und der Konzernlagebericht der Kappenberger Holding GmbH & Co. KG, Cham, wurden nach den Vorschriften der §§ 290 bis 315 HGB aufgestellt.

Die Gliederung der Konzern-Gewinn- und Verlustrechnung erfolgte entsprechend § 275 Abs. 2 HGB nach dem Gesamtkostenverfahren.

Bei den anderen Gesellschaftern, denen Kapital- und Ergebnisanteile zustehen, handelt es sich im Wesentlichen um Unternehmen bzw. Mitglieder der Familien Kappenberger und Braun.

## 2. Konsolidierungskreis

Der Konsolidierungskreis umfasst wie im Vorjahr neben der Kappenberger Holding GmbH & Co. KG, Cham, als Obergesellschaft sechs inländische und elf ausländische Tochterunternehmen.

Die Kappenberger Holding GmbH & Co. KG ist an den in- und ausländischen Tochtergesellschaften unmittelbar bzw. mittelbar mit Mehrheit beteiligt bzw. steht ihr das Recht zu, die Mehrheit der Mitglieder der Leitungsorgane zu bestellen. Name, Sitz und Anteil am Kapital der Tochterunternehmen sind aus der Aufstellung des Anteilsbesitzes ersichtlich.

## 3. Bilanzierungs- und Bewertungsgrundsätze

Gliederung und Bewertung erfolgten bei den in den Konzernabschluss einbezogenen Unternehmen einheitlich.

Im Einzelnen wurde im Konzern nach folgenden Grundsätzen bewertet:

Entgeltlich erworbene immaterielle Vermögensgegenstände und das abnutzbare Sachanlagevermögen werden über die betriebsgewöhnliche Nutzungsdauer, die sich an handelsrechtlichen Vorschriften orientiert, abgeschrieben. Bei beweglichen Wirtschaftsgütern wird die degressive Abschreibung bis 2009 in analoger Anwendung zu den steuerlichen Vorschriften angewandt. Der Übergang von der degressiven zur linearen Abschreibung erfolgt, sobald die lineare Abschreibung zu einer höheren Abschreibung führt. Die Abschreibung der Geringwertigen Anlagegüter erfolgt nach den steuerlichen Regelungen.

Die Nutzungsdauer beträgt bei immateriellen Vermögensgegenständen (EDV-Software) 3 Jahre, bei Sachanlagen werden Nutzungsdauern zwischen 3 und 13 Jahren angesetzt.

Die Bewertung der **Finanzanlagen** erfolgte grundsätzlich zu Anschaffungskosten. Liegen voraussichtlich dauernde Wertminderungen vor, so werden außerplanmäßige Abschreibungen vorgenommen. Liegen Gründe für voraussichtlich dauernde Wertminderungen nicht mehr vor, so werden Zuschreibungen vorgenommen. Höchstgrenzen bilden dabei die ursprünglichen Anschaffungskosten.

Die Bewertung der **Roh-, Hilfs- und Betriebsstoffe** und **Handelsware** erfolgt zu Anschaffungskosten unter Beachtung des Niederstwertprinzips. Den Bestandsrisiken, die sich aus Lagerdauer, verminderter Verwertbarkeit sowie erwarteten niedrigeren Erlöswerten ergeben, wird durch Abschreibungen ausreichend Rechnung getragen.

Die **Unfertigen Erzeugnisse** sind auf Basis der aktuellen Betriebsabrechnung zu Herstellungskosten bewertet. In die Herstellungskosten wurden neben den Material- und Fertigungskosten angemessene Teile der Gemeinkosten einbezogen. Von der Möglichkeit des § 268 Abs. 5 S. 2 HGB wurde Gebrauch gemacht.

**Forderungen und sonstige Vermögensgegenstände** werden zu Nennwerten bilanziert. Die Umrechnung von Fremdwährungsforderungen sowie Fremdwährungsguthaben bei Kreditinstituten erfolgt mit dem Devisenkassamittelkurs zum Bilanzstichtag. Erkennbare Ausfallrisiken bei Forderungen sind durch individuelle Wertberichtigungen berücksichtigt, die zum Teil in Abhängigkeit von der Überfälligkeit und Fristigkeit pauschal ermittelt werden.

Für erkennbare Risiken und ungewisse Verpflichtungen werden in angemessenem Umfang **Rückstellungen** gebildet.

Die **Steuerrückstellungen** und die **Sonstigen Rückstellungen** berücksichtigen alle ungewissen Verbindlichkeiten. Sie sind in Höhe des nach vernünftiger kaufmännischer Beurteilung notwendigen Erfüllungsbetrags angesetzt. Rückstellungen mit einer Restlaufzeit von mehr als einem Jahr wurden abgezinst.

**Verbindlichkeiten** werden zum Erfüllungsbetrag, Währungsverbindlichkeiten mit dem Devisenkassamittelkurs zum Bilanzstichtag angesetzt.

Aufgrund der untergeordneten Bedeutung der Differenzen zu den individuellen Steuersätzen wurde ein konzern einheitlicher Steuersatz für die Berechnung der latenten Steuern (14 %) angewendet.

#### **4. Konsolidierungsgrundsätze**

Die Kapitalkonsolidierung erfolgte im Berichtsjahr in Bezug auf die Erstkonsolidierung entsprechend DRS 4 gemäß § 301 Abs. 1 S. 2 Nr. 2 HGB nach der Neubewertungsmethode. Die Verrechnung erfolgte grundsätzlich auf der Grundlage der beizulegenden Werte der Vermögensgegenstände und Schulden zum Erwerbszeitpunkt.

Für neugegründete Gesellschaften wurde als Zeitpunkt der Erwerb der Anteile (Gründung) zugrunde gelegt.

Umsätze, Aufwendungen und Erträge sowie Forderungen und Verbindlichkeiten zwischen den einbezogenen Unternehmen wurden konsolidiert. Die Veränderung der Zwischenergebnisse aus konzerninternen Lieferungen sind ergebniswirksam, die Differenzen aus der Schuldenkonsolidierung wurden erfolgsneutral behandelt.

Für ergebniswirksame Konsolidierungsmaßnahmen, die sich in den Folgejahren wieder ausgleichen, ist eine Steuerabgrenzung vorgenommen worden.

#### **Währungsumrechnung**

Auf fremde Währung lautende Vermögensgegenstände und Verbindlichkeiten werden mit dem Devisenkassamittelkurs zum Bilanzstichtag bewertet. Bei einer Restlaufzeit von mehr als 1 Jahr wurden dabei das Realisationsprinzip (§ 298 Abs. 1 i. V. m. § 252 Abs. 1 Nr. 4 Halbsatz 2 HGB) und das Anschaffungskostenprinzip (§ 298 Abs. 1 i. V. m. § 253 Abs. 1 S. 1 HGB) beachtet.

Bei der Einbeziehung der ausländischen Konzernunternehmen in den Konzernabschluss werden die Bilanzposten ausländischer Konzernunternehmen in Fremdwährung jeweils mit dem Devisenkassamittelkurs am Abschlussstichtag in Euro umgerechnet. Das Eigenkapital (Gezeichnetes Kapital, Rücklagen und Ergebnisvortrag) wird zu historischen Kursen umgerechnet. Die Posten der Gewinn- und Verlustrechnung werden dagegen mit dem Jahresdurchschnittskurs umgerechnet.

Die funktionale Währung des Mutterunternehmens ist der Euro.

#### **5. Angaben zur Bilanz**

##### **AKTIVA**

Die Entwicklung der einzelnen Posten des **Anlagevermögens** im Geschäftsjahr 2015/2016 ist in einer gesonderten Übersicht (Anlagenspiegel) dargestellt.

Bei dem Finanzanlagevermögen handelt es sich im Wesentlichen um marktüblich verzinsliche Ausleihungen an konzernfremde Unternehmen.

##### **Vorräte**

Unter diesem Posten werden nach Ausübung des Wahlrechtes gemäß § 268 Abs. 5 S. 2 HGB Warenbestände und Roh-, Hilfs- und Betriebsstoffe ausgewiesen.

##### **Forderungen und sonstige Vermögensgegenstände**

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	31.3.2016 T	davon Restlaufzeit >1 Jahr T	31.3.2015 T	davon Restlaufzeit >1 Jahr T
Forderungen aus Lieferungen und Leistungen	14.791	0	14.514	0
Forderungen gegen Unternehmen, mit denen ein Beteiligungsverhältnis besteht	26	0	27	0
Sonstige Vermögensgegenstände	5.172	53	4.614	52
	19.989	53	19.155	52

**Kassenbestand und Guthaben bei Kreditinstituten**

Es handelt sich um Kontokorrentguthaben bei Kreditinstituten sowie um Kassenbestände.

**PASSIVA****Eigenkapital**

Das **Kommanditkapital (Festkapital)** der Obergesellschaft beträgt T 2.050 (Vorjahr: T 2.050).

In den Ausgleichsposten für die Anteile anderer Gesellschafter (Mitglieder bzw. Unternehmen der Familienstämme Kappenberger und Braun) sind aktive Unterschiedsbeträge in Höhe von T 923 mit passiven Unterschiedsbeträgen in Höhe von T 9 verrechnet.

**Rückstellungen**

Die Steuerrückstellung in Höhe von T 383 (Vorjahr: T 379) betrifft die Gewerbesteuer für die Geschäftsjahre 2015/2016.

Die im Konzernabschluss aus Konsolidierungsvorgängen entstandenen passiven latenten Steuern in Höhe von T 417 (Vorjahr: T 441) betreffen die Aufhebung von steuerlichen Sonderabschreibungen auf das Anlagevermögen. Die latenten Steuern betreffen überwiegend temporäre Differenzen.

Bei der Ermittlung der latenten Steuern nach § 306 HGB wurde ein einheitlicher Konzernsteuersatz von 14 % für die Berechnung zugrunde gelegt.

In den Sonstigen Rückstellungen sind vor allem Beträge für Garantieverpflichtungen in Höhe von T 3.905 (Vorjahr: T 4.416) und Personalaufwendungen in Höhe von T 3.174 (Vorjahr: T 2.983) enthalten.

**Erhaltene Anzahlungen auf Bestellungen**

Unter den Erhaltenen Anzahlungen sind Abschlagszahlungen der Kunden aus dem Projektgeschäft ausgewiesen, soweit diese nicht offen von den Vorräten abgesetzt sind.

**Haftungsverhältnisse**

Der Konzern haftet gesamtschuldnerisch für Bankverbindlichkeiten. Die entsprechenden Bankverbindlichkeiten valutieren am Stichtag auf T 3.436 (Vorjahr: T 1.360). Die Risiken aus einer Inanspruchnahme der vorgenannten Haftungsverhältnisse schätzen wir als gering ein.

Von den Verbindlichkeiten gegenüber Kreditinstituten sind T 8.013 (Vorjahr: T 9.680) (Valutabetrag) durch Grundpfandrechte gesichert.

**Kontrakte zur Zinssicherung**

	Nominalvolumen 31.3.2016 T	Laufzeit
Zinsswap (Bayerische Landesbank)	5.000	30.9.2023

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	Nominalvolumen 31.3.2016 T	Laufzeit
Zinsswap (Bayerische Landesbank)	262	31.3.2017
Payer-Swap (IKB International S. A.)	5.000	31.3.2045

Der zum Bilanzstichtag ermittelte Zeitwert dieser Zinsswaps beträgt T -2.432. In gleicher Höhe wurde eine Drohverlustrückstellung gebildet. Die Ermittlung der Zeitwerte basiert auf den im Abwicklungssystem der IKB International S. A. und der Bayerischen Landesbank hinterlegten Zinskurven und Kursen, die von offiziellen Preisquellen gespeist und auf Marktgerechtigkeit überwacht werden.

**Außerbilanzielle Geschäfte/Sonstige finanzielle Verpflichtungen****Immobilienverträge**

Zweck:

Anmietung von Verwaltungs- und Geschäftsgebäuden. Die Vorteile aus den betreffenden Mietverträgen bestehen in der geringen Kapitalbindung bei gleichbleibenden Nutzungsmöglichkeiten. Ein weiterer Vorteil der Leasingverträge/Mietverträge besteht im fehlenden Vermarktungsrisiko am Ende der Laufzeit. Risiken sehen wir in diesen Vertragsgestaltungen aus den tatsächlichen und potenziellen Abflüssen liquider Mittel über die Dauer der Vertragslaufzeit.

Ferner bestehen sonstige finanzielle Verpflichtungen aus wesentlichen Miet- und Leasingverträgen, die T 11.019 (Vorjahr: T 13.655) betragen. Von diesen Verpflichtungen sind T 4.998 (Vorjahr: T 3.576) innerhalb eines Jahres fällig.

**6. Angaben zur Gewinn- und Verlustrechnung****Umsatzerlöse**

Die Aufgliederung der Umsatzerlöse nach geographisch bestimmten Märkten stellt sich wie folgt dar:

	2015/2016 T	2014/2015 T
Deutschland	122.979	136.175
Tschechien	75.202	72.972
Slowakei	13.631	14.026
Restliches Europa	1.611	36
	213.423	223.209

Aufgliederung nach Sparten:

	2015/2016 T	2014/2015 T
Elektrotechnik	59.285	76.758
Handel	154.138	146.451
	213.423	223.209

**Sonstige betriebliche Erträge**

	2015/2016 T	2014/2015 T
Mieterlöse	0	0
Übrige Erträge	1.482	2.584
	1.482	2.584
(davon periodenfremd)	(0)	(0)

Der Posten enthält Erträge aus der Währungsumrechnung in Höhe von T 0 (Vorjahr: T 0).

**Personalaufwand**

2015/2016 T	2014/2015 T
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## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	2015/2016 T	2014/2015 T
Löhne und Gehälter	30.602	30.093
Soziale Abgaben	7.105	6.997
	37.707	37.090

**Sonstige betriebliche Aufwendungen**

In Höhe von T 5 (Vorjahr: T 5) sind Aufwendungen aus der Währungsumrechnung enthalten. Periodenfremde Aufwendungen im Zusammenhang mit den slowakischen Tochtergesellschaften sind in Höhe von T 516 im Berichtsjahr enthalten.

**Steuern vom Einkommen und vom Ertrag**

Dieser Posten betrifft die Gewerbesteuer. Hierunter sind auch Erträge aus der Auflösung von Rückstellungen für latente Steuern in Höhe von T 43 erfasst.

**7. Sonstige Angaben**

Mitarbeiter (Köpfe) im Jahresdurchschnitt:

	2015/2016	2014/2015
Gewerbliche Arbeitnehmer	329	333
Angestellte	814	832
	1.143	1.165
Auszubildende	100	108
	1.243	1.273

Mitarbeiter (Köpfe) im Jahresdurchschnitt:

	2015/2016	2014/2015
Verwaltung	332	335
Elektrofachhandel	541	555
Elektrotechnik	370	383
	1.243	1.273

Hinsichtlich der Gesamtbezüge der Geschäftsführer sowie der ehemaligen Mitglieder der Geschäftsführung nehmen wir die Befreiung in analoger Anwendung des § 286 Abs. 4 HGB in Anspruch.

**Aufstellung des Anteilsbesitzes**

	Anteil am Kapital %	
Kappenberger Holding GmbH & Co. KG*) (Muttergesellschaft)		
MUC Service-Center Gebäudedienstleistungs GmbH & Co. KG, Neufahrn*)	56,00	**
		)
MUC Service-Center Gebäudedienstleistungs Beteiligungs GmbH, Neufahrn	56,00	**
		)
K+B Expert s.r.o., Klicany/Tschechien	56,00	**
		)
Kappenberger + Braun Elektro-Technik spol. s.r.o., Pilsen/Tschechien	42,00	**
		)
Kappenberger + Braun Elektro-Technik Slovakia spol. s.r.o., Dubnica nad Vahom/Slowakei	42,00	**
		)
expert CR s.r.o., Klicany/Tschechien	44,48	**
		)
K+B E-Tech GmbH & Co. KG, Cham*)	56,00	
Kappenberger + Braun GmbH & Co. KG, Cham*)	56,00	**
		)

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	Anteil am Kapital %	
K+B Management GmbH, Cham	36,00	
K+B Verwaltungs GmbH, Cham	56,00	
K+B Elektro-Management s.r.o., Bratislava/Slowakei	56,00	**
		)
K+B Elektro-Media k.s., Bratislava/Slowakei	50,40	**
		)
E-Management, s.r.o., Bratislava/Slowakei	56,00	**
		)
expert SK k.s., Bratislava/Slowakei	50,40	**
		)
K+B Leas Management, s.r.o., Bratislava/Slowakei	56,00	**
		)
K+B Leas, k.s., Bratislava/Slowakei	56,00	**
		)
Expert Slovensko s.r.o., Bratislava/Slowakei	56,00	**
		)

\*) Die Gesellschaft macht von der Befreiungsvorschrift nach § 264b HGB Gebrauch.

\*\*) Die Kappenberger Holding GmbH & Co. KG hält 56,00 % an der K+B Verwaltungs GmbH, der Komplementärin der Kappenberger + Braun GmbH & Co. KG und 56,00 % an der K+B E-Tech GmbH & Co. KG. Die K+B Verwaltungs GmbH ist ihrerseits, obwohl kapitalmäßig nicht beteiligt, Mutterunternehmen der Kappenberger + Braun GmbH & Co. KG (§ 290 Abs. 1 HGB). Die Kappenberger + Braun GmbH & Co. KG hält ihrerseits an diesen Gesellschaften bis auf die Kappenberger + Braun Elektro-Technik spol. s.r.o., Pilsen/Tschechien (75,00 %), Kappenberger + Braun Elektro-Technik Slovakia spol. s.r.o., Dubnica nad Váhom/Slowakei (75,00 %), expert CR s.r.o., Klicany/Tschechien (79,42 %), K+B Elektro-Media k.s, Bratislava/Slowakei (90,00 %) und an der expert SK k.s., Bratislava/Slowakei (90,00 %) jeweils 100,00 %. Die Einbeziehung in den Konsolidierungskreis erfolgt gemäß § 290 Abs. 2 Nr. 2 HGB.

#### Angaben zu Organen der Kappenberger Holding GmbH & Co. KG (Muttergesellschaft)

Geschäftsführer der Kappenberger Beteiligungs GmbH, Cham, sind:

- Herr Josef Ludwig Kappenberger, Chamerau
- Herr Thomas Kappenberger, Chamerau

Marktunübliche Geschäfte mit nahestehenden Unternehmen und Personen, soweit diese nicht in diesen Konzernabschluss einbezogen sind, bestehen nicht.

Das für das Geschäftsjahr berechnete Honorar des Abschlussprüfers beträgt für:

	T
Abschlussprüfungsleistungen	6
	4
Andere Bestätigungsleistungen	0
	6
	4

Cham, 26. Oktober 2016

Die Geschäftsführung

gez. Josef Ludwig Kappenberger

**Bestätigungsvermerk des Abschlussprüfers**

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

Wir haben den von der Kappenberger Holding GmbH & Co. KG, Cham, aufgestellten Konzernabschluss - bestehend aus Bilanz, Gewinn- und Verlustrechnung, Anhang, Kapitalflussrechnung und Eigenkapitalspiegel - sowie den Konzernlagebericht für das Geschäftsjahr vom 1.4.2015 bis 31.3.2016 geprüft. Die Aufstellung von Konzernabschluss und Konzernlagebericht nach den deutschen handelsrechtlichen Vorschriften liegt in der Verantwortung der gesetzlichen Vertreter der Gesellschaft. Unsere Aufgabe ist es, auf der Grundlage der von uns durchgeführten Prüfung eine Beurteilung über den Konzernabschluss und den Konzernlagebericht abzugeben.

Wir haben unsere Konzernabschlussprüfung nach § 317 HGB unter Beachtung der vom Institut der Wirtschaftsprüfer (IDW) festgestellten deutschen Grundsätze ordnungsmäßiger Abschlussprüfung vorgenommen. Danach ist die Prüfung so zu planen und durchzuführen, dass Unrichtigkeiten und Verstöße, die sich auf die Darstellung des durch den Konzernabschluss unter Beachtung der Grundsätze ordnungsmäßiger Buchführung und durch den Konzernlagebericht vermittelten Bildes der Vermögens-, Finanz- und Ertragslage wesentlich auswirken, mit hinreichender Sicherheit erkannt werden. Bei der Festlegung der Prüfungshandlungen werden die Kenntnisse über die Geschäftstätigkeit und über das wirtschaftliche und rechtliche Umfeld des Konzerns sowie die Erwartungen über mögliche Fehler berücksichtigt. Im Rahmen der Prüfung werden die Wirksamkeit des rechnungslegungsbezogenen internen Kontrollsystems sowie Nachweise für die Angaben im Konzernabschluss und Konzernlagebericht überwiegend auf der Basis von Stichproben beurteilt.

Die Prüfung umfasst die Beurteilung der Jahresabschlüsse der in den Konzernabschluss einbezogenen Unternehmen, der Abgrenzung des Konsolidierungskreises, der angewandten Bilanzierungs- und Konsolidierungsgrundsätze und der wesentlichen Einschätzungen der gesetzlichen Vertreter sowie die Würdigung der Gesamtdarstellung des Konzernabschlusses und des Konzernlageberichts. Wir sind der Auffassung, dass unsere Prüfung eine hinreichend sichere Grundlage für unsere Beurteilung bildet.

Unsere Prüfung hat zu keinen Einwendungen geführt.

Nach unserer Beurteilung aufgrund der bei der Prüfung gewonnenen Erkenntnisse entspricht der Konzernabschluss den gesetzlichen Vorschriften und vermittelt unter Beachtung der Grundsätze ordnungsmäßiger Buchführung ein den tatsächlichen Verhältnissen entsprechendes Bild der Vermögens-, Finanz- und Ertragslage des Konzerns. Der Konzernlagebericht steht im Einklang mit dem Konzernabschluss, vermittelt insgesamt ein zutreffendes Bild von der Lage des Konzerns und stellt die Chancen und Risiken der zukünftigen Entwicklung zutreffend dar.

Nürnberg, 26. Oktober 2016

Roever Broenner Susat Mazars GmbH & Co. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft

Wirtschaftsprüfer

Wirtschaftsprüfer

**Konzern-Kapitalflussrechnung für die Zeit vom 1. April 2015 bis zum 31. März 2016**

	T	2014/2015 T
1. Cashflow aus laufender Geschäftstätigkeit		
Periodenergebnis (einschließlich Ergebnisanteile anderer Gesellschafter)	5.366	3.524
Abschreibungen (+) auf Gegenstände des Anlagevermögens	2.457	2.668
Abnahme (-)/Zunahme (+) der Rückstellungen	66	1.828
Zunahme (-)/Abnahme (+) der Vorräte, der Forderungen aus Lieferungen und Leistungen sowie anderer Aktiva	-	-934
Zunahme (+)/Abnahme (-) der Verbindlichkeiten aus Lieferungen und Leistungen sowie anderer Passiva	1.189	
Zinsaufwendungen (+)/Zinserträge (-)	3.381	-6.653
Ertragsteueraufwand (+)/-ertrag (-)	299	470
Ertragsteuerzahlungen	938	1.172
	-915	-1.129
	10.40	946

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	<b>T</b>	<b>2014/2015 T</b>
	<b>3</b>	
<b>2. Cashflow aus der Investitionstätigkeit</b>		
Einzahlungen (+) aus Abgängen von Gegenständen des Sachanlagevermögens	0	892
Auszahlungen (-) für Investitionen in das Sachanlagevermögen	-	-859
	1.081	
Auszahlungen (-) für Investitionen in das immaterielle Anlagevermögen	-91	-190
Auszahlungen (-)/Einzahlungen (+) in das Finanzanlagevermögen	940	909
Erhaltene Zinsen (+)	191	292
	-41	1.044
<b>3. Cashflow aus der Finanzierungstätigkeit</b>		
Einlagen (+)/Entnahmen (-)	-	-5.167
	3.934	
Einzahlungen (+)/Auszahlungen (-) aus der Aufnahme bzw. Tilgung von (Finanz-)Krediten	-	-1.676
	2.468	
Gezahlte Zinsen (-)	-490	-762
	-	-7.605
	6.892	
<b>4. Finanzmittelfonds am Ende der Periode</b>		
Zahlungswirksame Veränderung des Finanzmittelfonds		
(Zwischensummen 1 - 3)	3.470	-5.615
Wechselkurs-, konsolidierungskreis- und bewertungsbedingte Änderungen des Finanzmittelfonds	27	-7
Finanzmittelfonds am Anfang der Periode	8.863	14.485
	12.36	8.863
	0	
<b>5. Zusammensetzung des Finanzmittelfonds</b>		
Liquide Mittel	17.23	12.643
	7	
Kurzfristige Verbindlichkeiten gegenüber Kreditinstituten	-	-3.780
	4.877	
	12.36	8.863
	0	

**Entwicklung des Konzerneigenkapitals für das Geschäftsjahr vom 1. April 2015 bis zum 31. März 2016**

	<b>Kapitalanteile Kommanditisten T</b>	<b>Gewinnrücklagen inklusive Konzernjahresüberschuss T</b>	<b>Ausgleichsposten für die Anteile anderer Gesellschafter T</b>	<b>Gesamt T</b>
1.4.2014	2.050	20.053	11.299	33.402
Einlagen/ Entnahmen	0	-2.937	-2.230	-5.167
Währungsdifferenz	0	-3	-4	-7
Konzernjahresüberschuss	0	2.121	1.403	3.524
31.3.2015	2.050	19.234	10.468	31.752
1.4.2015	2.050	19.234	10.468	31.752
Einlagen/ Entnahmen	0	-2.368	-1.566	-3.934
Währungsdifferenz	0	4	23	27

## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

	Kapitalanteile Kommanditisten T	Gewinnrücklagen inklusive Konzernjahresüberschuss T	Ausgleichsposten für die Anteile anderer Gesellschafter T	Gesamt T
differenz Konzernjahresüberschuss	0	3.166	2.200	5.366
31.3.2016	2.050	20.036	11.125	33.211

## Entwicklung des Konzernanlagevermögens für das Geschäftsjahr vom 1. April 2015 bis zum 31. März 2016

	Anschaffungs- und Herstellungskosten			Anschaffungs- und Herstellungskosten			kumulierte Abschreibungen des Geschäftsjahres	kumulierte Abschreibungen des Geschäftsjahres	Restbuchwerte
	1.4.2015	Währungsdi- fferenzen	Abgänge	Zugänge	Um- gli- eder- un- ge- n/ U- m- bu- ch- un- ge- n	31.12.2015	31.12.2015	31.12.2015	31.12.2015
I. Immaterielle Vermögensgegenstände									
Entgeltlich erworbene Konzessionen, gewerbliche Schutzrechte und ähnliche Rechte und Werte sowie Lizenzen an solchen Rechten und Werten	2.10 0,74 6,71	336, 41	- 19,91 3,22	90.54 4,06	0,0 0	2 1 - . . 1 1 2 8 7 6 5 1 6 , . . 0 7 7 9 1 7 3 1 , , 9 6 6 4	- - 2 0 1 6 8 1 9 , . 3 3 9 1 0 5 3 3 . . 0 3 . . 9 2 7 7 9 1 8 . 5 7 3 8 9 1 5 , , 6 , , 2 8 2 7 0 2 8 , 5 7 2 1		
II. Sachanlagen									
1. Grundstücke, grundstücksgleiche Rechte und Bauten einschließlich der Bauten auf fremden Grundstücken	22.3 05,7 49,6 0	456, 41	- 53,88 0,71	0,00 0	0,0 0	2 1 1 2 0 4 . . 2 2 1 , 5 8 2 2 1 3 . .	- 6 0 1 1 1 5 3 , 0 1 2 3 3 0 . . . . . 0 7 4 1 5 5 6 9 2 6 6 1 0 4 6 5 . . .		

	Anschaffungs- und Herstellungskosten			Anschaffungs- und Herstellungskosten		kumulierte Abschreibungen des Geschäftsjahres			kumulierte Abschreibungen des Geschäftsjahres			Restbuchwerte		
	1.4. 2015	Währungsdifferenzen	Abgänge	Zugänge	Umgliederungen/Umrechnungen	31.12.2015	1.1.2016	Währungsdifferenzen	Abschreibungen	Zugänge	Umschreibungen	31.12.2016	1.1.2017	31.12.2017
2. Technische Anlagen und Maschinen	13.560,581,05	125,01	-409,982,43	491,992,89	0,00	13.560,581,05	13.560,581,05	-	704,493	0	13.560,581,05	13.560,581,05	13.560,581,05	13.560,581,05
3. Andere Anlagen, Betriebs- und Geschäftsausstattung	5,961,217,40	53,64	-15,501,34	391,676,32	0,00	5,961,217,40	5,961,217,40	-	718,548	0	5,961,217,40	5,961,217,40	5,961,217,40	5,961,217,40
4. Geleistete Anzahlungen und Anlagen im Bau	9,433,12	10,88	0,00	197,340,58	0,00	9,433,12	9,433,12	0	0	0	9,433,12	9,433,12	9,433,12	9,433,12

	Anschaffungs- und Herstellungskosten			Anschaffungs- und Herstellungskosten		kumulierte Abschreibungen des Geschäftsjahres			kumulierte Abschreibungen des Geschäftsjahres			Reinstbuchwerte		
	1.4. 2015	Währungsdiﬀerenzen	Abgänge	Zugänge	Umgliederungen/Umbuchungen	31.12.2015	1.1.2016	Währungsdifferenzen	Abschreibungen	Zugänge	Umgliederungen	31.12.2016	1.1.2017	31.12.2017
						784,58	0	0	0	0	0	784,58	0	37,412
	41.836,981,17	645,94	-479.364,48	1.081.009,79	0,00	422,473,673,28,442,0	-37,412	-4,107	24,106	0	21,60	116,712	0	117,69427
III. Finanzanlagen														
1. Beteiligungen	794.527,57	362,85	-2.800,27	15.074,64	0,00	800,7164,79	0	0	0	0	0	800,7164,79	0	74,1527
2. Wertpapiere des Anlagevermögens	2.025,00	0,00	0,00	0,00	0,00	200,00	0	0	0	0	0	200,00	0	22,00

	Anschaffungs- und Herstellungskosten			Anschaffungs- und Herstellungskosten		kumulierte Abschreibungen des Geschäftsjahres			kumulierte Abschreibungen des Geschäftsjahres			Restbuchwerte		
	1.4. 2015	Währungs-differenzen	Abgänge	Zugänge	Umgliederungen/Umbuchungen	31.12.2015	1.1.2016	Währungsdifferenzen	Abschreibungen	Zugänge	Umschreibungen	31.12.2016	1.1.2017	31.12.2017
3. Sonstige Ausleihungen	6.606.243,01	221,44	-968.720,49	14.495,59	0,00	5.622,39	0.000,00	0.000,00	0.000,00	0.000,00	0.000,00	5.622,39	0.000,00	6.606.243,01
	7.402.795,58	584,29	-971.520,76	29.570,23	0,00	6.406,14	0.000,00	0.000,00	0.000,00	0.000,00	0.000,00	6.406,14	0.000,00	7.402.795,58
	51.340,523,46	1.566,64	-1.470.798,46	1.201.124,08	0,00	5.110,73	2.509,00	-4.947,00	2.509,00	0.000,00	2.509,00	5.110,73	2.509,00	51.340,523,46



## Kappenberger Holding GmbH &amp; Co. KG; Jahresabschlüsse (Bundesanzeiger Verlag)

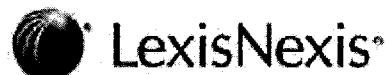
Anschaffungs- und Herstellungskosten			Anschaffungs- und Herstellungskosten		kumulierte Abschreibungen des Geschäftsjahres		kumulierte Abschreibungen des Geschäftsjahres		Restbuchwerte		
1.4. 2015	Währungsdifferenzen	Abgänge	Zugänge	Umsatzerlöse	31.12.2015	31.12.2016	31.12.2017	31.12.2018	31.12.2019	31.12.2020	31.12.2021
					245.611,50	245.611,50	245.611,50	245.611,50	245.611,50	245.611,50	245.611,50
					411,50	411,50	411,50	411,50	411,50	411,50	411,50
					11,50	11,50	11,50	11,50	11,50	11,50	11,50
					50,00	50,00	50,00	50,00	50,00	50,00	50,00
					70,00	70,00	70,00	70,00	70,00	70,00	70,00
					24,00	24,00	24,00	24,00	24,00	24,00	24,00

**Billigung des Konzernabschlusses**

Der Konzernabschluss zum 31. März 2016 wurde am 03.03.2017 gebilligt.



Jahresabschlüsse (Bundesanzeiger Verlag)  
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**AZ SWISS & PARTNERS SA; Company Register Switzerland**

December 12, 2017

**AZ SWISS & PARTNERS SA**

Lugano 6900

Schweiz

County: TI

**Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH**REGISTER NUMBER:** 501.3.017.084-2**PUBLICATION ID-Nr:** 300489170013**Company Information**

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**REGISTER JOURNAL NUMBER:** 18673**REGISTER JOURNAL DATE:** 12/07/2017**PUBLISHER(CODE):** HR**PUBLICATION NUMBER:** 241**PUBLICATION TYPE:** Veränderung**PUBLICATION TYPE(CODE):** V**PUBLICATION CHANGES:** Organ**PUBLICATION CHANGES(CODE):** O**Description**

---

**AZ SWISS & PARTNERS SA**, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 78 del 22.04.2016, Pubbl. 2795399). Persone dimissionarie e firme cancellate: Artoni, Fausto, cittadino italiano, in Milano (IT), presidente, con firma collettiva a due; Fontana, Filippo, cittadino italiano, in Dublino (IE), membro, con firma collettiva a due. Nuove persone iscritte o modifiche: Blei, Gabriele Roberto, cittadino italiano, in Milano (IT), presidente, con firma collettiva a due; Camevale Carlino, Francesco, cittadino italiano, in Pavia (IT), membro, con firma collettiva a due.

AZ SWISS & PARTNERS SA; Company Register Switzerland



Company Register Switzerland  
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**AZ SWISS & PARTNERS SA; Company Register Switzerland**

January 19, 2018

**AZ SWISS** & PARTNERS SA

Lugano 6900

Switzerland

County: TI

**Company Identifiers**

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**WORLDBOX-NR:** 9-591-512.CH**REGISTER NUMBER:** 501.3.017.084-2**PUBLICATION ID-Nr:** 300506015779**Company Information**

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**REGISTER JOURNAL NUMBER:** 626**REGISTER JOURNAL DATE:** 01/16/2018**PUBLISHER(CODE):** HR**PUBLICATION NUMBER:** 13**PUBLICATION TYPE:** Mutation**PUBLICATION TYPE(CODE):** V**PUBLICATION CHANGES:** Activity**PUBLICATION CHANGES(CODE):** Z**Description**

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**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 241 del 12.12.2017, Pubbl. 3925971). Statuti modificati: 15.12.2017. Nuovo scopo: La gestione e amministrazione patrimoniale e la consulenza finanziaria per clientela di ogni tipo, nonché la distribuzione a investitori qualificati di investimenti collettivi di capitale del gruppo e di terzi e ogni altra attività atta a perseguire lo scopo sociale. La società è autorizzata quale gestore patrimoniale e distributore di investimenti collettivi di capitale ai sensi della legge sugli investimenti collettivi di capitale. La società, nello svolgimento delle attività e dei servizi previsti nello scopo sociale, può assumere partecipazioni anche totalitarie in altre società nei limiti stabiliti dalla legge.

AZ SWISS & PARTNERS SA; Company Register Switzerland



Company Register Switzerland  
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## **AZ SWISS & PARTNERS SA; Company Register Switzerland**

March 6, 2018

**AZ SWISS** & PARTNERS SA

Lugano 6900

Switzerland

County: TI

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 300629177746

### **Company Information**

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**REGISTER JOURNAL NUMBER:** 3209

**REGISTER JOURNAL DATE:** 03/01/2018

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 45

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

### **Description**

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**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 13 del 19.01.2018, Pubbl. 4002653). Nuove persone iscritte o modifiche: Varvara, Antonio, cittadino italiano, in Como (IT), membro, con firma collettiva a due [finora: in Milano (IT)].



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## **Sogel Capital Holding SA; Securities Data Company Worldwide Mergers & Acquisitions - Complete Financials/Multiples Report**

**Target:** Sogel Capital Holding SA  
**Buyer:** AZ SWISS & PARTNERS SA

**Last Update:** July 16, 2018  
**Announce Date:** June 29, 2016  
**Effective Date:** June 29, 2016

**Deal Number:** 2980333040

### **Target Details**

---

#### **TARGET FINANCIAL CALCULATIONS AND RATIOS**

(mil., except as noted):

OFFER PRICE/EPS:	not provided
STOCK PRICE/EPS (4 Weeks Prior):	not provided
EQUITY VALUE:	not provided
EQUITY VALUE/COMMON EQUITY:	not provided
EQUITY VALUE/NET INCOME:	not provided
ENTERPRISE VALUE:	not provided
ENT. VALUE BASED ON EFFECTIVE DATE:	not provided
ENT. VALUE/TOTAL OPERATING INCOME:	not provided
ENT. VALUE/NET INCOME:	not provided
ENT. VALUE/TOTAL NET SALES:	not provided
ENT. VALUE/NET ASSETS:	not provided



Sogenel Capital Holding SA; Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive  
Advisors/Fees and Legal Counsel Report



**Sogenel Capital Holding SA; Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive Advisors/Fees and Legal Counsel Report**

**Target:** Sogenel Capital Holding SA  
**Buyer:** AZ SWISS & PARTNERS SA

**Last Update:** July 16, 2018  
**Announce Date:** June 29, 2016  
**Effective Date:** June 29, 2016

**Deal Number:** 2980333040

Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive Advisors/Fees and Legal Counsel Report  
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## **Sogel Capital Holding SA; Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive Transaction Report**

**Target:** Sogel Capital Holding SA  
**Buyer:** AZ SWISS & PARTNERS SA

**Last Update:** July 16, 2018  
**Announce Date:** June 29, 2016  
**Effective Date:** June 29, 2016

**Deal Number:** 2980333040

### **Transaction Summary**

---

ACQUISITION TECHNIQUE:	Not Applicable
ATTITUDE:	Friendly
DEFENSIVE TACTICS:	Not Applicable
FORM:	Acq. of Assets
STATUS:	Completed
MANAGEMENT PARTICIPATION:	No
EMPLOYEE PARTICIPATION:	No
EMPLOYEE STOCK OWNERSHIP:	No
INVESTOR GROUP:	No
TRANSACTION SYNOPSIS:	SWITZERLAND - <u>AZ SWISS</u> & PARTNERS SA, a unit of Azimut Holding SpA, planned to acquire Sogel Capital Holding SA, a Lugano-based provider of financial investment services.
ENTERPRISE VALUE (mil):	not provided
ENT. VALUE BASED ON EFFECTIVE DATE (mil):	not provided
ENT. VALUE /TOTAL OPERATING INCOME:	not provided
ENT. VALUE /NET INCOME:	not provided
ENT. VALUE /TOTAL NET SALES:	not provided
ENT. VALUE /NET ASSETS:	not provided

### **Target Details**

---

TARGET PARENT:	Sogel Capital Holding SA
TARGET PARENT NATION CODE:	SZ

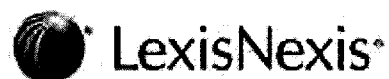
## Sogenel Capital Holding SA; Securities Data Company Worldwide Mergers &amp; Acquisitions - Comprehensive Transaction Report

TARGET PARENT BUSINESS:	Investors, nec
TARGET PARENT SIC CODE:	6799
NAME:	Sogenel Capital Holding SA
PUBLIC STATUS:	Private
ADDRESS:	Via Fogazzaro 3, Lugano, 6900, Switzerland
BUSINESS:	Investors, nec
SIC CODE:	6799
ULTIMATE PARENT:	Sogenel Capital Holding SA
ULTIMATE PARENT NATION CODE:	SZ
ULTIMATE PARENT BUSINESS:	Investors, nec
ULTIMATE PARENT SIC CODE:	6799

## Buyer Details

---

ACQUIRER PARENT:	Azimut Holding SpA
ACQUIRER PARENT NATION CODE:	IT
ACQUIRER PARENT SIC CODE:	6282
ACQUIRER PARENT BUSINESS:	Investment advice
NAME:	<b><u>AZ SWISS</u></b> & PARTNERS SA
PUBLIC STATUS:	Subsidiary
ADDRESS:	Via Carlo Frasca 5, Lugano, 6900, Switzerland
BUSINESS:	Investors, nec
SIC CODE:	6799
ULTIMATE PARENT:	Azimut Holding SpA
ULTIMATE PARENT NATION CODE:	IT
ULTIMATE PARENT BUSINESS:	Investment advice
ULTIMATE PARENT SIC CODE:	6282



## **AZ SWISS & PARTNERS SA; Company Register Switzerland**

October 5, 2018

**AZ SWISS** & PARTNERS SA

Lugano 6900

Switzerland

County: TI

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 301043128633

### **Company Information**

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**REGISTER JOURNAL NUMBER:** 13318

**REGISTER JOURNAL DATE:** 10/02/2018

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 193

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Management

**PUBLICATION CHANGES(CODE):** O

### **Description**

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**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 45 del 06.03.2018, Pubbl. 4094231). Persone dimissionarie e firme cancellate: Gorgoni, Paolo, cittadino italiano, in Milano (IT), membro, con firma collettiva a due. Nuove persone iscritte o modifiche: Addonizio, Nino, cittadino italiano, in Ruvigliana (Lugano), membro, con firma collettiva a due; Crasso, Enrico, cittadino italiano, in Ruvigliana (Lugano), membro, con firma collettiva a due; Sequeira Gomes, João, cittadino portoghese, in Lussemburgo (LU), membro, con firma collettiva a due; Varvara, Antonio, cittadino italiano, in Como (IT), membro della direzione, con firma collettiva a due [finora: membro, con firma collettiva a due].

AZ SWISS & PARTNERS SA; Company Register Switzerland



Company Register Switzerland  
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**AZ Swiss Invest Finance Holding AG in Liquidation; Company Profiles  
Switzerland**

October 21, 2018

**AZ Swiss** Invest Finance Holding AG in Liquidation

ohne Domizil-sans domicile-senza indirizzo

Switzerland

**Other Address:** Legal domicile: Scuol

**County:** GR

## **Company Identifiers**

---

**WORLDBOX-NR:** 9-791-342.CH

**REGISTER NUMBER:** 350.3.011.650-6

## **Company Information**

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**Founded:** 2013

**Legal Status:** Company limited by shares

**Operating Status:** Dissolved

## **Description**

---

**Industry Type:**

**LINE OF BUSINESS:** Provider of accomodation services

**INDUSTRY DIVISION:** Services

## **Market And Industry**

---

**NACE:**

5510 - Hotels and similar accommodation WBL: <http://www.worldbox.net/company/CH0009791342>

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**AZ SWISS & PARTNERS SA; Company Register Switzerland**

April 18, 2019

**AZ SWISS** & PARTNERS SA

Lugano 6900

Switzerland

County: TI

**Company Identifiers**

---

WORLDBOX-NR: 9-591-512.CH

REGISTER NUMBER: 501.3.017.084-2

PUBLICATION ID-Nr: 301490447854

**Company Information**

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REGISTER JOURNAL NUMBER: 5869

REGISTER JOURNAL DATE: 04/15/2019

PUBLISHER(CODE): HR

PUBLICATION NUMBER: 76

PUBLICATION TYPE: Mutation

PUBLICATION TYPE(CODE): V

PUBLICATION CHANGES: Management

PUBLICATION CHANGES(CODE): O

**Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 193 del 05.10.2018, Pubbl. 1004470666). Persone dimissionarie e firme cancellate: Gabrielli, Gianluca, cittadino italiano, in Lugano, vice-direttore generale, con firma collettiva a due.





AZ SWISS & PARTNERS SA; Company Register Switzerland

Company Register Switzerland  
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## **AZ SWISS & PARTNERS SA; Company Register Switzerland**

August 6, 2019

**AZ SWISS** & PARTNERS SA

Lugano 6900

Switzerland

County: TI

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 301658801489

### **Company Information**

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**REGISTER JOURNAL NUMBER:** 10969

**REGISTER JOURNAL DATE:** 07/31/2019

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 149

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Management

**PUBLICATION CHANGES(CODE):** O

### **Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 76 del 18.04.2019, Pubbl. 1004614012). Nuove persone iscritte o modifiche: Medda, Giorgio, cittadino italiano, in Luxembourg (LU), membro, con firma collettiva a due; Camevale Carlino, Francesco, cittadino italiano, in Como (IT), vice-direttore, con firma collettiva a due [finora: in Pavia (IT), membro, con firma collettiva a due].



AZ SWISS & PARTNERS SA; Company Register Switzerland

Company Register Switzerland  
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## **AZ International Holdings S.A.; Worldbox Luxembourg**

October 23, 2019

AZ International Holdings S.A.  
35 Avenue Monterey L-2163  
Luxembourg

### **Other Locations:**

**LEGAL DOMICILE:** Registered address:

35, Avenue Monterey  
2163 Luxembourg  
Luxembourg

## **Communications**

---

**Website:** <http://www.azimut-group.com/>

## **Company Identifiers**

---

**WORLDBOX-NR:** : 117-009.LU  
**REGISTER NUMBER:** : B158624

## **Company Information**

---

**Founded:** 2011  
**Incorporation Date:** February 4, 2011  
**Legal Status:** Company limited by shares  
**Operating Status:** ACTIVE

## **Corporate Structure**

---

**PARENT COMPANY:** AZIMUT HOLDING SPA, Milano/IT

**SUBSIDIARIES:**

## AZ International Holdings S.A.; Worldbox Luxembourg

AN ZHONG (AZ) INVESTMENT MANAGEMENT LIMITED, AN ZHONG (AZ) INVESTMENT MANAGEMENT LIMITED, Central/HK (100.00%/100.00%, direct)  
 AZ ANDES SPA, AZ ANDES SPA, CL (100.00%/100.00%, direct)  
 AZ BRASIL HOLDINGS LTDA., AZ BRASIL HOLDINGS LTDA., BR (100.00%/100.00%, direct)  
 AZ INVESTMENT MANAGEMENT SINGAPORE LTD., AZ INVESTMENT MANAGEMENT SINGAPORE LTD., Singapore/SG (100.00%/100.00%, direct)  
 AZ SESTANTE LIMITED, AZ SESTANTE LIMITED, SYDNEY/AU (100.00%/100.00%, direct)  
 AZ US HOLDINGS, INC., AZ US HOLDINGS, INC., Florida/US (100.00%/100.00%, direct)  
 Azimut (DIFC) Limited, Azimut (DIFC) Limited, Dubai/AE (100.00%/100.00%, direct)  
 Azimut Portfoy Yonetimi A.S, Azimut Portfoy Yonetimi A.S, Istanbul/TR (100.00%/100.00%, direct)  
 CGM-AZIMUT MONACO, CGM-AZIMUT MONACO, Monaco/MC (100.00%/100.00%, direct)  
 KATARSIS CAPITAL ADVISORS SA, KATARSIS CAPITAL ADVISORS SA, Lugano-TI/CH (100.00%/100.00%, direct)  
 AZ Mexico Holdings S.A. de C.V., AZ Mexico Holdings S.A. de C.V., MX (95.00%/95.00%, direct)  
 AZ NEXT GENERATION ADVISORY PTY LTD, AZ NEXT GENERATION ADVISORY PTY LTD, SYDNEY/AU (57.00%/57.00%, direct)  
**AZ SWISS** & PARTNERS SA, **AZ SWISS** & PARTNERS SA, Lugano-TI/CH (51.00%/51.00%, direct)  
 AZ Sinopro Investment Planning Limited, AZ Sinopro Investment Planning Limited, Taipei City/TW (51.00%/51.00%, direct)  
 SIGMA FUNDS MANAGEMENT PTY LTD, SIGMA FUNDS MANAGEMENT PTY LTD, SYDNEY/AU (59.00%/59.00%, direct)

## Executives

---

### Directors:

#### BOARD OF DIRECTORS:

Claudio Basso, Luxembourg/LU, Director  
 Gabriele Roberto Blei, Luxembourg/LU, Director  
 Francesco Camevale Carlino, Luxembourg/LU, Director  
 Andrea Ciaccio, Luxembourg/LU, Director  
 Stefano Del Papa, Luxembourg/LU, Director  
 Filippo Fontana, Luxembourg/LU, Director  
 Massimo Guiati, Luxembourg/LU, Director  
 Giacomo Antonio Mandarino, Dublin 2/IE, Director  
 Giorgio Medda, Luxembourg/LU, Director  
 Robert Ernst Martin Meier, Luxembourg/LU, Director  
 Giuseppe Pierrucci, Luxembourg/LU, Director  
 Marco Rabito Maneri, Luxembourg/LU, Director  
 Maria Grazia Sonzogni, Luxembourg/LU, Director  
 Mattia Strebizzi, Luxembourg/LU, Director  
 Alessandro Zambotti, Luxembourg/LU, Director

## Description

---

**LINE OF BUSINESS:** Financial services

**Industry Type:** Services

**COMPANY HISTORY:** Date of Incorporation Statutes: 12/15/2010, registered: 02/04/2011

**COMPANY DESCRIPTION:** The company act as a holding and investment company for the Azimut-Group.

## Market And Industry

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### NAICS Codes:

6420 - Activities of holding companies

## Financials

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**Fiscal Year Date:** December 31, 2018

**Fiscal Year End:** December 2018

### KEY-FINANCIALS:

#### AZ International Holdings S.A. - unconsolidated - Trade/Industry

	12/31/2018	12/31/2017
	12 Months	12 Months
	th. EUR	th. EUR
Operating result	(6,201.8)	(3,100.6)
Result for financial year	(4,030.8)	(1,353.4)
Capital	100.0	100.0
Tot shareholders equity	298,832.6	237,500.6
Total assets	302,728.4	239,549.3
Cost of employees	3,271.0	2,066.6

#### AZIMUT HOLDING SPA - consolidated - Bank

	12/31/2019	12/31/2018
	12 Months	12 Months
	th. EUR	th. EUR
Income - int. business	(13,576.0)	(7,724.0)
Net Comm. & fee inc.	616,632.0	394,222.0
Net trading income	58.0	(9.0)
Tot other ordinary inc.	151,962.0	29,606.0
Net operating Income	755,076.0	416,095.0
Result for financial year	370,011.0	122,146.0
Capital	32,324.0	32,324.0
Tot shareholders equity	747,689.0	600,611.0
Total assets	8,253,660.0	7,085,577.0
Personnel expenses	108,375.0	97,608.0
Cash flow from op activ	981,424.0	(4,240.0)

## Balance Sheet

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### BALANCE-SHEET:

<b>AZ International Holdings S.A. - unconsolidated - Trade/Industry</b>		
	<b>12/31/2018</b>	<b>12/31/2017</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Financial fixed assets	284,505.2	218,006.1
Fixed assets	284,505.2	218,006.1
Liquid assets	754.1	3,552.9
other trade accounts	17,306.8	17,820.3
Accruals	162.3	170.0
Other current assets	18,223.2	21,543.2
Current assets	18,223.2	21,543.2
Total assets	302,728.4	239,549.3
Capital	100.0	100.0
Oth. shareholders funds	298,732.6	237,400.6
Tot shareholders equity	298,832.6	237,500.6
short term debt	3,895.8	2,048.7
Current liabilities	3,895.8	2,048.7
Shareh. equity, min.int.	302,728.4	239,549.3

<b>AZIMUT HOLDING SPA - consolidated - Bank</b>		
	<b>12/31/2019</b>	<b>12/31/2018</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Liquid assets	19.0	23.0
Financial investments	7,159,053.0	6,071,461.0
Non-cons. Participation	1,804.0	2,869.0
Other tangible fix. Asset	48,757.0	8,470.0
Tangible fixed assets	48,757.0	8,470.0
Intangible fixed assets	634,342.0	602,347.0
Other assets	409,685.0	400,407.0
Total assets	8,253,660.0	7,085,577.0
Capital	32,324.0	32,324.0
Reserve capital	159,080.0	282,491.0
Retained earnings	556,285.0	285,796.0
Tot shareholders equity	747,689.0	600,611.0
Minority interests	23,842.0	23,846.0
Due to cust. others	960,000.0	371,711.0
Other liabilities	6,522,129.0	6,089,409.0
Total liabilities	7,482,129.0	6,461,120.0
Liab min int & share eq.	8,253,660.0	7,085,577.0

## Income Statement

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## AZ International Holdings S.A.; Worldbox Luxembourg

**INCOME-STATEMENT:**

<b>AZ International Holdings S.A. - unconsolidated - Trade/Industry</b>		
	<b>12/31/2018</b>	<b>12/31/2017</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Operating result	(6,201.8)	(3,100.6)
Interest revenues	105.8	170.9
Other financial revenues	2,199.9	1,694.6
Financial income	2,305.7	1,865.5
Interest expenses	30.3	32.0
Financial expenses	30.3	32.0
Financial result	2,275.4	1,833.5
Result before ext. items	(3,926.4)	(1,267.1)
Result before taxes	(3,926.4)	(1,267.1)
Taxes	104.4	86.3
Result before min. int.	(4,030.8)	(1,353.4)
Result for financial year	(4,030.8)	(1,353.4)

<b>AZIMUT HOLDING SPA - consolidated - Bank</b>		
	<b>12/31/2019</b>	<b>12/31/2018</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Int & divi income	994.0	1,198.0
Interest expenses	14,570.0	8,922.0
Income - int. business	(13,576.0)	(7,724.0)
Comm. Inc. - lending	24.0	3.0
Comm. Inc. oth serv.	941,057.0	699,010.0
Commission expenses	324,449.0	304,791.0
Net Comm. & fee inc.	616,632.0	394,222.0
Net trading income	58.0	(9.0)
Inc. sale fin. invest.	295,698.0	143,897.0
Income from Invest.	8,234.0	52,900.0
Other ordinary income	8,496.0	190.0
Other ordinary expense	160,466.0	167,381.0
Tot other ordinary inc.	151,962.0	29,606.0
Net operating Income	755,076.0	416,095.0
Personnel expenses	108,375.0	97,608.0
General expenses	143,147.0	143,091.0
Total operating exp.	251,522.0	240,699.0
Gross profit	503,554.0	175,396.0
Dep. on fixed assets	10,159.0	4,280.0
Val. adjust, prov & loss	40,550.0	14,817.0
Tot Depr, Value adj loss	50,709.0	19,097.0
Result before extr. items	452,845.0	156,299.0
Extraordinary expenses	1,692.0	417.0
Extraordinary Result	(1,692.0)	(417.0)
Result before Taxes	451,153.0	155,882.0
Taxes	64,903.0	15,302.0



## AZ International Holdings S.A.; Worldbox Luxembourg

	<b>12/31/2019</b>	<b>12/31/2018</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Result before min. int.	386,250.0	140,580.0
Minority interests	16,239.0	18,434.0
Result for financial year	370,011.0	122,146.0

## Cashflow Statement

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### CASHFLOW STATEMENT:

<b>AZIMUT HOLDING SPA - consolidated - Bank</b>		
	<b>12/31/2019</b>	<b>12/31/2018</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Cash flow from op activ	981,424.0	(4,240.0)
Cash flow from inv. act.	(96,915.0)	(61,457.0)
Cash flow from fin. act.	(222,937.0)	(109,876.0)
Change in liquidity	661,572.0	(175,573.0)
Liq. beginning of year	323,113.0	498,686.0
Liq. at end of year	984,685.0	323,113.0

## Other Financial Statements

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### NOTES:

<b>AZ International Holdings S.A. - unconsolidated - Trade/Industry</b>		
	<b>12/31/2018</b>	<b>12/31/2017</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Cost of employees	3,271.0	2,066.6
Working Capital	17,306.8	17,820.2

<b>AZ International Holdings S.A. - unconsolidated - Trade/Industry</b>		
	<b>12/31/2018</b>	<b>12/31/2017</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Number average	0	0

<b>AZIMUT HOLDING SPA - consolidated - Bank</b>		
	<b>12/31/2019</b>	<b>12/31/2018</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>

## AZ International Holdings S.A.; Worldbox Luxembourg

	12/31/2019	12/31/2018
	12 Months	12 Months
	th. EUR	th. EUR
Number at year end	1,011	

## Securities Information

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**Number of Shareholders:** 1

**Shareholders:**

AZIMUT HOLDING SPA, AZIMUT HOLDING SPA, Milano/IT (100.00%/100.00%, direct)

## Service Firms

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**Auditor:** PricewaterhouseCoopers, Luxembourg/LU

## Classification

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**Subject:** BANKING & FINANCE (88%)



Worldbox Luxembourg

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End of Document

**AZ SWISS & PARTNERS SA; Company Register Switzerland**

October 28, 2019

**AZ SWISS** & PARTNERS SA

Lugano 6900

Switzerland

County: TI

**Company Identifiers**

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WORLDBOX-NR: 9-591-512.CH

REGISTER NUMBER: 501.3.017.084-2

PUBLICATION ID-Nr: 301783736524

**Company Information**

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REGISTER JOURNAL NUMBER: 14356

REGISTER JOURNAL DATE: 10/23/2019

PUBLISHER(CODE): HR

PUBLICATION NUMBER: 208

PUBLICATION TYPE: Mutation

PUBLICATION TYPE(CODE): V

PUBLICATION CHANGES: Management

PUBLICATION CHANGES(CODE): O

**Description**

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**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 149 del 06.08.2019, Pubbl. 1004690659). Persone dimissionarie e firme cancellate: Crasso, Enrico, cittadino italiano, in Ruvigliana (Lugano), membro, con firma collettiva a due.



AZ SWISS & PARTNERS SA; Company Register Switzerland

Company Register Switzerland  
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## **NY Business Lawyers; Zoom Company Information**

November 2019

NY Business Lawyers  
533 ASH St.  
Ballwin, Missouri 63024  
United States

### **Communications**

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**Telephone:** (636) 620-5331  
**Website:** [www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)

### **Company Information**

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**Employees:** 14

#### **CROSS-REFERENCE:**

[www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)

[nybusinesslawyers.com](http://nybusinesslawyers.com)

NY Business Lawyers

[nybusinesslawyers.com](http://nybusinesslawyers.com)

**AZ Swiss** & Partners SA

ny business lawyers

### **Financials**

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**REVENUE:** USD 2,800,000



Zoom Company Information  
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**AZIMUT HOLDING SPA; Worldbox Italy**

March 9, 2020

AZIMUT HOLDING SPA

Via Cusani 4

Milano 20121

Italy

**Other Locations:**

**LEGAL DOMICILE:** Registered address:

Via Cusani 4

20121 Milano

MI

Italy

**Communications**

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**Telephone:** +390288981

**Fax:** +390288985500

**Website:** <http://www.azimut.it>

**E-mail:** [investor.relations@azimut.it](mailto:investor.relations@azimut.it)

**Company Identifiers**

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**WORLDBOX-NR:** : 49-889.IT

**REGISTER NUMBER:** : MI - 1665509

**Company Information**

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**Founded:** 2001

**Incorporation Date:** November 12, 2001

**Legal Status:** Company limited by shares

**Operating Status:** ACTIVE

**Employees:** 949

## Corporate Structure

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### SUBSIDIARIES:

AN ZHONG (AZ) INVESTMENT MANAGEMENT HONG KONG LIMITED, AN ZHONG (AZ) INVESTMENT MANAGEMENT HONG KONG LIMITED, Central/HK (100.00%/100.00%, indirect)

AN ZHONG (AZ) INVESTMENT MANAGEMENT LIMITED, AN ZHONG (AZ) INVESTMENT MANAGEMENT LIMITED, Central/HK (100.00%/100.00%, indirect)

AZ ANDES SPA, AZ ANDES SPA, CL (100.00%/100.00%, indirect)

AZ INVESTMENT MANAGEMENT SINGAPORE LTD., AZ INVESTMENT MANAGEMENT SINGAPORE LTD., Singapore/SG (100.00%/100.00%, indirect)

AZ International Holdings S.A., AZ International Holdings S.A., LU (100.00%/100.00%, direct)

AZ Investment Management (Shanghai) Co., Ltd, AZ Investment Management (Shanghai) Co., Ltd, CN (100.00%/100.00%, indirect)

AZ Life DAC, AZ Life DAC, IE (100.00%/100.00%, direct)

AZ SESTANTE LIMITED, AZ SESTANTE LIMITED, SYDNEY/AU (100.00%/100.00%, indirect)

AZ US HOLDINGS, INC., AZ US HOLDINGS, INC., Florida/US (100.00%/100.00%, indirect)

Azimut (DIFC) Limited, Azimut (DIFC) Limited, Dubai/AE (100.00%/100.00%, indirect)

Azimut Capital Management Sgr Spa, Azimut Capital Management Sgr Spa, Milano/IT (100.00%/100.00%, direct)

Azimut Enterprises SRL, Azimut Enterprises SRL, Milano/IT (100.00%/100.00% seit 2014, direct)

Azimut Financial Insurance SPA, Azimut Financial Insurance SPA, IT (100.00%/100.00%, direct)

Azimut Libera Impresa Sgr SpA, Azimut Libera Impresa Sgr SpA, IT (100.00%/100.00%, direct)

Azimut Portfoy Yonetimi A.S, Azimut Portfoy Yonetimi A.S, Istanbul/TR (100.00%/100.00%, indirect)

CGM Italia SGR SpA, CGM Italia SGR SpA, IT (100.00%/100.00%, indirect)

CGM-AZIMUT MONACO, CGM-AZIMUT MONACO, Monaco/MC (100.00%/100.00%, indirect)

Eskatos Capital Management Sarl, Eskatos Capital Management Sarl, Luxembourg/LU (100.00%/100.00%, indirect)

KATARSIS CAPITAL ADVISORS SA, KATARSIS CAPITAL ADVISORS SA, Lugano-TI/CH (100.00%/100.00%, indirect)

A.C.N. 623 166 772 PTY LTD, A.C.N. 623 166 772 PTY LTD, AU (57.40%/57.40%, indirect)

A.C.N. 623 172 083 PTY LTD, A.C.N. 623 172 083 PTY LTD, AU (57.40%/57.40%, indirect)

A.C.N. 623 172 387 PTY LTD, A.C.N. 623 172 387 PTY LTD, AU (57.40%/57.40%, indirect)

ASPIRE PTY LIMITED, ASPIRE PTY LIMITED, JINDABYNE/AU (57.40%/57.40%, indirect)

AZ Apice Capital Management LLC, AZ Apice Capital Management LLC, Florida/US (74.69%/74.69%, indirect)

AZ BRASIL HOLDINGS LTDA., AZ BRASIL HOLDINGS LTDA., BR (99.90%/99.90%, indirect)

AZ Fund Management S.A., AZ Fund Management S.A., Luxembourg/LU (51.00%/51.00%, direct)

AZ Mexico Holdings S.A. de C.V., AZ Mexico Holdings S.A. de C.V., MX (95.49%/95.49%, indirect)

AZ NEXT GENERATION ACCOUNTING PTY LTD, AZ NEXT GENERATION ACCOUNTING PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

AZ NEXT GENERATION ADVISORY PTY LTD, AZ NEXT GENERATION ADVISORY PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

AZ QUEST PARTICIPACOES S/A, AZ QUEST PARTICIPACOES S/A, BR (62.69%/62.69%, indirect)

AZ Quest Investimentos Ltda., AZ Quest Investimentos Ltda., BR (62.69%/62.69%, indirect)

**AZ SWISS & PARTNERS SA, AZ SWISS & PARTNERS SA, Lugano-TI/CH (51.00%/51.00%, indirect)**

AZIMUT BRASIL DISTRIBUIDORA DE TITULOS E VALORES MOBILIARIOS LTDA., AZIMUT BRASIL DISTRIBUIDORA DE TITULOS E VALORES MOBILIARIOS LTDA., BR (89.43%/89.43%, indirect)

Azimut Brasil Wealth Management Holding S.A., Azimut Brasil Wealth Management Holding S.A., BR (99.90%/99.90%, indirect)



## AZIMUT HOLDING SPA; Worldbox Italy

Azimut Brasil Wealth Management Ltda, Azimut Brasil Wealth Management Ltda, BR (89.43%/89.43%, indirect)

DOMANE FINANCIAL ADVISERS PTY LTD, DOMANE FINANCIAL ADVISERS PTY LTD, ST LEONARDS/AU (57.40%/57.40%, indirect)

DUNSFORD FINANCIAL PLANNING PTY LTD, DUNSFORD FINANCIAL PLANNING PTY LTD, CARRUM DOWNS/AU (57.40%/57.40%, indirect)

EMPOWERED FINANCIAL PARTNERS PTY LTD, EMPOWERED FINANCIAL PARTNERS PTY LTD, WILLIAMSTOWN/AU (57.40%/57.40%, indirect)

EUREKA FINANCIAL GROUP PTY LTD, EUREKA FINANCIAL GROUP PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

EUREKA WHITTAKER MACNAUGHT PTY LTD, EUREKA WHITTAKER MACNAUGHT PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

FINANCIAL LIFESTYLE PARTNERS PTY LTD, FINANCIAL LIFESTYLE PARTNERS PTY LTD, EAST MELBOURNE/AU (57.40%/57.40%, indirect)

Futurainvest Holding S/a, Futurainvest Holding S/a, BR (99.90%/99.90%, indirect)

Futurainvest Investimentos e Participacoes Ltda, Futurainvest Investimentos e Participacoes Ltda, BR (89.43%/89.43%, indirect)

H & H WEALTH MANAGEMENT PTY LTD, H & H WEALTH MANAGEMENT PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

HARVEST WEALTH PTY LTD, HARVEST WEALTH PTY LTD, MILDURA/AU (57.40%/57.40%, indirect)

HURWITZ GELLER PTY LIMITED, HURWITZ GELLER PTY LIMITED, SYDNEY/AU (57.40%/57.40%, indirect)

LIFESTYLE FINANCIAL PLANNING SERVICES PTY LTD, LIFESTYLE FINANCIAL PLANNING SERVICES PTY LTD, ECHUCA/AU (57.40%/57.40%, indirect)

LOGIRO UNCHARTERED PTY LTD, LOGIRO UNCHARTERED PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

MAS FONDOS SA, MAS FONDOS SA, SAN PEDRO GARZA GARCIA/MX (95.49%/95.49%, indirect)

MENICO TUCK PARRISH FINANCIAL SERVICES PTY LTD, MENICO TUCK PARRISH FINANCIAL SERVICES PTY LTD, WESTCOURT/AU (57.40%/57.40%, indirect)

MENICO TUCK PARRISH PTY LTD, MENICO TUCK PARRISH PTY LTD, CAIRNS NORTH/AU (57.40%/57.40%, indirect)

MP Holdings WA Pty Ltd, MP Holdings WA Pty Ltd, AU (57.40%/57.40%, indirect)

MP Wealth WA Pty Ltd, MP Wealth WA Pty Ltd, AU (57.40%/57.40%, indirect)

MPM FINANCE PTY LTD, MPM FINANCE PTY LTD, JOONDALUP/AU (58.44%/58.44%, indirect)

MPM SPECIALIST FINANCE PTY LTD, MPM SPECIALIST FINANCE PTY LTD, JOONDALUP/AU (57.40%/57.40%, indirect)

NEXTSTEP FINANCIAL SERVICES PTY LTD, NEXTSTEP FINANCIAL SERVICES PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

NEXTSTEP HOME LOANS PTY LTD, NEXTSTEP HOME LOANS PTY LTD, NORTH SYDNEY/AU (57.40%/57.40%, indirect)

ON-TRACK FINANCIAL SOLUTIONS PTY LTD, ON-TRACK FINANCIAL SOLUTIONS PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

PETERS & PARTNERS PTY LTD, PETERS & PARTNERS PTY LTD, SYDNEY/AU (57.40%/57.40%, indirect)

PM FINANCIAL SERVICES PTY LTD, PM FINANCIAL SERVICES PTY LTD, JOONDALUP/AU (57.40%/57.40%, indirect)

PRIDE ADVICE PTY LTD, PRIDE ADVICE PTY LTD, ADELAIDE/AU (57.40%/57.40%, indirect)

PRIDE FINANCIAL PTY LTD, PRIDE FINANCIAL PTY LTD, ADELAIDE/AU (57.40%/57.40%, indirect)

PRIDE SMSF PTY LTD, PRIDE SMSF PTY LTD, ADELAIDE/AU (57.40%/57.40%, indirect)

PRIORITY ADVISORY GROUP PTY LIMITED, PRIORITY ADVISORY GROUP PTY LIMITED, BONDI JUNCTION/AU (57.40%/57.40%, indirect)

PRIORITY LIFESTYLE ADVICE PTY LTD, PRIORITY LIFESTYLE ADVICE PTY LTD, AU (57.40%/57.40%, indirect)

PT SERVICES (WA) PTY LTD, PT SERVICES (WA) PTY LTD, NORTHAM/AU (57.40%/57.40%, indirect)

## AZIMUT HOLDING SPA; Worldbox Italy

RI TOOWOOMBA PTY LTD, RI TOOWOOMBA PTY LTD, TOOWOOMBA CITY/AU (57.40%/57.40%, indirect)  
 RIT COASTAL PTY LTD, RIT COASTAL PTY LTD, AU (57.40%/57.40%, indirect)  
 SAGE BUSINESS GROUP PTY LTD, SAGE BUSINESS GROUP PTY LTD, SUNBURY/AU (57.40%/57.40%, indirect)  
 SDB FINANCIAL SOLUTIONS SA, SDB FINANCIAL SOLUTIONS SA, Lugano-TI/CH (51.00%/51.00%, indirect)  
 SIGMA FUNDS MANAGEMENT PTY LTD, SIGMA FUNDS MANAGEMENT PTY LTD, SYDNEY/AU (59.20%/59.20%, indirect)  
 STERLING PLANNERS PTY LTD, STERLING PLANNERS PTY LTD, DAGLISH/AU (57.40%/57.40%, indirect)  
 Sogenel Capital Holding SA, Sogenel Capital Holding SA, Lugano-TI/CH (51.00%/51.00%, indirect)  
 WEALTH WISE PTY LTD, WEALTH WISE PTY LTD, OSBORNE PARK/AU (57.40%/57.40%, indirect)  
 WEALTHMED ACCOUNTING PTY LTD, WEALTHMED ACCOUNTING PTY LTD, PEREGIAN BEACH/AU (57.40%/57.40%, indirect)  
 WEALTHMED AUSTRALIA PTY LTD, WEALTHMED AUSTRALIA PTY LTD, PEREGIAN BEACH/AU (57.40%/57.40%, indirect)  
 WEALTHMED PROPERTY PTY LTD, WEALTHMED PROPERTY PTY LTD, PEREGIAN SPRINGS/AU (57.40%/57.40%, indirect)  
 WISE PLANNERS PTY LIMITED, WISE PLANNERS PTY LIMITED, CHATSWOOD/AU (57.40%/57.40%, indirect)

## Executives

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### Officers:

#### EXECUTIVE OFFICERS:

Gabriele Blei, Milano/IT, Chief Executive Officer  
 Massimo Guiati, Milano/IT, Chief Executive Officer  
 Paolo Martini, Milano/IT, Chief Executive Officer  
 Giorgio Medda, Milano/IT, Chief Executive Officer  
 Alessandro Zambotti, Milano/IT, Chief Executive Officer

### Directors:

#### BOARD OF DIRECTORS:

Pietro Giuliani, Milano/IT, President  
 Gabriele Blei, Milano/IT, Administrator  
 Anna Maria Bortolotti, Milano/IT, Administrator  
 Nicola Colavito, Milano/IT, Administrator  
 Massimo Guiati, Milano/IT, Administrator  
 Paolo Martini, Milano/IT, Administrator  
 Giorgio Medda, Milano/IT, Administrator  
 Antonio Andrea Monari, Milano/IT, Administrator  
 Raffaella Annamaria Pagani, Milano/IT, Administrator  
 Mirella Pardi, Milano/IT, Administrator  
 Alessandro Zambotti, Milano/IT, Administrator  
 Ambra Zironi, Milano/IT, Administrator

## Description

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**LINE OF BUSINESS:** Financial services, Consulting/Auditing

## AZIMUT HOLDING SPA; Worldbox Italy

**Industry Type:** Services

**COMPANY HISTORY:** Name: Tumiza SPA, registered: 11/21/2001, removed: 12/13/2002

Name: Tumiza SRL, removed: 11/21/2001

Date of Incorporation Statutes: 11/08/2001, registered: 11/12/2001

**COMPANY DESCRIPTION:** Azimut Holding SpA is an Italy-based company active in the asset management sector. Its core activity is the development, management, marketing and distribution of asset management products and financial services aimed at both private and institutional clients. The Company provides management of Italian funds, funds of funds, pension funds and discretionary portfolios, as well as hedge funds. Through Azimut Sgr SpA, AZ Fund Management SA, Azimut Capital Management Sgr SpA and AZ Capital Management Ltd it is into management, specializing in the selection of multi-manager portfolios and investment instruments managed by a range of international money managers. Through AZ Life Ltd it is engaged in the insurance business.

## Market And Industry

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**NAICS Codes:**

6612 - Security and commodity contracts brokerage

7010 - Activities of head offices

## Financials

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**Fiscal Year Date:** December 31, 2019

**Fiscal Year End:** December 2019

**KEY-FINANCIALS:**

AZIMUT HOLDING SPA - consolidated - Bank		
	12/31/2019	12/31/2018
	12 Months	12 Months
	th. EUR	th. EUR
Income - int. business	(13,576.0)	(7,724.0)
Net Comm. & fee inc.	616,632.0	394,222.0
Net trading income	58.0	(9.0)
Tot other ordinary inc.	151,962.0	29,606.0
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Tot shareholders equity	747,689.0	600,611.0
Total assets	8,253,660.0	7,085,577.0
Personnel expenses	108,375.0	97,608.0
Cash flow from op activ	981,424.0	(4,240.0)

## Balance Sheet

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### BALANCE-SHEET:

AZIMUT HOLDING SPA - consolidated - Bank		
	12/31/2019	12/31/2018
	12 Months	12 Months
	th. EUR	th. EUR
Liquid assets	19.0	23.0
Financial investments	7,159,053.0	6,071,461.0
Non-cons. Participation	1,804.0	2,869.0
Other tangible fix. Asset	48,757.0	8,470.0
Tangible fixed assets	48,757.0	8,470.0
Intangible fixed assets	634,342.0	602,347.0
Other assets	409,685.0	400,407.0
Total assets	8,253,660.0	7,085,577.0
Capital	32,324.0	32,324.0
Reserve capital	159,080.0	282,491.0
Retained earnings	556,285.0	285,796.0
Tot shareholders equity	747,689.0	600,611.0
Minority interests	23,842.0	23,846.0
Due to cust. others	960,000.0	371,711.0
Other liabilities	6,522,129.0	6,089,409.0
Total liabilities	7,482,129.0	6,461,120.0
Liab min int & share eq.	8,253,660.0	7,085,577.0

## Income Statement

---

### INCOME-STATEMENT:

AZIMUT HOLDING SPA - consolidated - Bank		
	12/31/2019	12/31/2018
	12 Months	12 Months
	th. EUR	th. EUR
Int & divi income	994.0	1,198.0
Interest expenses	14,570.0	8,922.0
Income - int. business	(13,576.0)	(7,724.0)
Comm. Inc. - lending	24.0	3.0
Comm. Inc. oth serv.	941,057.0	699,010.0
Commission expenses	324,449.0	304,791.0
Net Comm. & fee inc.	616,632.0	394,222.0
Net trading income	58.0	(9.0)
Inc. sale fin. invest.	295,698.0	143,897.0
Income from Invest.	8,234.0	52,900.0

## AZIMUT HOLDING SPA; Worldbox Italy

	<b>12/31/2019</b>	<b>12/31/2018</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Other ordinary income	8,496.0	190.0
Other ordinary expense	160,466.0	167,381.0
Tot other ordinary inc.	151,962.0	29,606.0
Net operating Income	755,076.0	416,095.0
Personnel expenses	108,375.0	97,608.0
General expenses	143,147.0	143,091.0
Total operating exp.	251,522.0	240,699.0
Gross profit	503,554.0	175,396.0
Dep. on fixed assets	10,159.0	4,280.0
Val. adjust, prov & loss	40,550.0	14,817.0
Tot Depr, Value adj loss	50,709.0	19,097.0
Result before extr. items	452,845.0	156,299.0
Extraordinary expenses	1,692.0	417.0
Extraordinary Result	(1,692.0)	(417.0)
Result before Taxes	451,153.0	155,882.0
Taxes	64,903.0	15,302.0
Result before min. int.	386,250.0	140,580.0
Minority interests	16,239.0	18,434.0
Result for financial year	370,011.0	122,146.0

## Cashflow Statement

---

### CASHFLOW STATEMENT:

	<b>AZIMUT HOLDING SPA - consolidated - Bank</b>	
	<b>12/31/2019</b>	<b>12/31/2018</b>
	<b>12 Months</b>	<b>12 Months</b>
	<b>th. EUR</b>	<b>th. EUR</b>
Cash flow from op activ	981,424.0	(4,240.0)
Cash flow from inv. act.	(96,915.0)	(61,457.0)
Cash flow from fin. act.	(222,937.0)	(109,876.0)
Change in liquidity	661,572.0	(175,573.0)
Liq. beginning of year	323,113.0	498,686.0
Liq. at end of year	984,685.0	323,113.0

## Other Financial Statements

---

### NOTES:

**AZIMUT HOLDING SPA - consolidated - Bank**  
**12/31/2019**

**12/31/2018**

## AZIMUT HOLDING SPA; Worldbox Italy

	12 Months	12 Months
	th. EUR	th. EUR
Number at year end	1,011	

## Securities Information

---

**Exchange:** Quoted, ISIN: IT0003261697, Ticker: HDB, BOERSE STUTTGART (XSTU), ISIN: IT0003261697, Ticker: HDB, BOERSE BERLIN (XBER), ISIN: IT0003261697, Ticker: HDB, LONDON STOCK EXCHANGE (XLON), ISIN: IT0003261697, Ticker: 0MHJ, DEUTSCHE BOERSE AG (XFRA), ISIN: IT0003261697, Ticker: HDB, ELECTRONIC SHARE MARKET (MTAA), ISIN: IT0003261697, Ticker: HDB, BOERSE DUESSELDORF (XDUS), ISIN: IT0003261697, Ticker: HDB

**Shareholders:**

TIMONE FIDUCIARIA - S.R.L., TIMONE FIDUCIARIA - S.R.L., Milano/IT (20-29%/20-29%, direct)  
BlackRock, Inc., BlackRock, Inc., New York-New York/US (6.45%/6.45%, indirect)

## Service Firms

---

**Auditor:** Pricewaterhousecooper SPA, Milano/IT

## Classification

---

**Subject:** BANKING & FINANCE (90%); INVESTMENT MANAGEMENT (90%); MUTUAL FUNDS (90%); CONSULTING SERVICES (88%); FUNDS OF FUNDS (86%); PENSION FUNDS (86%); HEDGE FUNDS (68%)

**Company:** AZIMUT HOLDING SPA (91%%)



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## **AZ SWISS & PARTNERS SA; Company Register Switzerland**

June 24, 2020

### **AZ SWISS** & PARTNERS SA

Lugano 6900

Switzerland

County: TI

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 302228012234

### **Company Information**

---

**REGISTER JOURNAL NUMBER:** 7715

**REGISTER JOURNAL DATE:** 06/19/2020

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 120

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Management

**PUBLICATION CHANGES(CODE):** O

### **Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 208 del 28.10.2019, Pubbl. 1004746464). Persone dimissionarie e firme cancellate: Sequeira Gomes, João, cittadino portoghese, in Lussemburgo (LU), membro, con firma collettiva a due. Nuove persone iscritte o modifiche: Guiati, Massimo, cittadino italiano, in Hong Kong (CN), membro, con firma collettiva a due.



AZ SWISS & PARTNERS SA; Company Register Switzerland

Company Register Switzerland  
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## **AZ SWISS & PARTNERS SA; Company Register Switzerland**

June 24, 2020

### **AZ SWISS & PARTNERS SA**

Lugano 6900

Switzerland

County: TI

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

**PUBLICATION ID-Nr:** 302228012234

### **Company Information**

---

**REGISTER JOURNAL NUMBER:** 7715

**REGISTER JOURNAL DATE:** 06/19/2020

**PUBLISHER(CODE):** HR

**PUBLICATION NUMBER:** 120

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Management

**PUBLICATION CHANGES(CODE):** O

### **Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 208 del 28.10.2019, Pubbl. 1004746464). Persone dimissionarie e firme cancellate: Sequeira Gomes, João, cittadino portoghese, in Lussemburgo (LU), membro, con firma collettiva a due. Nuove persone iscritte o modifiche: Guiati, Massimo, cittadino italiano, in Hong Kong (CN), membro, con firma collettiva a due.



AZ SWISS & PARTNERS SA; Company Register Switzerland

Company Register Switzerland  
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## **NY Business Lawyers; Zoom Company Information**

August 2020

NY Business Lawyers  
533 Ash St  
Ballwin, Missouri 63024  
United States

### **Communications**

---

**Telephone:** (636) 620-5331  
**Website:** [www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)

### **Company Information**

---

**Employees:** 6

**CROSS-REFERENCE:**

[www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)  
[nybusinesslawyers.com](http://nybusinesslawyers.com)  
NY Business Lawyers  
[nybusinesslawyers.com](http://nybusinesslawyers.com)  
**AZ Swiss** & Partners SA  
[ny business lawyers](http://nybusinesslawyers.com)

### **Financials**

---

**REVENUE:** USD 1,200,000



Zoom Company Information

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Reserved

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## **AZ SWISS E-COM SARL; Worldbase**

February 22, 2021

**AZ SWISS** E-COM SARL

CHEMIN DES SEMILLES 25

MONTHÉY 1870

SWITZERLAND

**Other Locations:**

**REGION:** EUROPE

## **Communications**

**Other Communications Information:**

**CABLE TELEX:** 111NMNNANR

## **Company Identifiers**

**DUNS:** 48-051-4167

**NATIONAL:** CHE-449.478.988-Swiss Uniform Identification Number (UId)

**CLASS CODE:** 479100-Switzerland NOGA 2008

## **Company Information**

**Founded:** 2021

**Legal Status:** Corporation

**Employees:**

**EMPLOYEES HERE:** 2 - Modeled

**EMPLOYEES TOTAL:** 2 - Modeled

## **Executives**

**CEO:**

ZORAN VASILIC, CHAIRMAN

AZ SWISS E-COM SARL; Worldbase

MANAGING DIRECTOR:

EMILIA MANUELA MONTEIRO MASCARENHAS

## Description

---

CATALOG AND MAIL-ORDER HOUSES

## Market And Industry

---

**SIC Codes:**

5961 - Ret mail-order house

## Financials

---

## Other Financial Statements

---

	FINANCIAL FIGURE DATE (not available)	
	US DOLLARS	Swiss Franc
ANNUAL SALES	\$233,426 - Modeled	213,390 - Modeled

## Classification

---

**Subject:** MAIL ORDER RETAILING (89%)The logo for Dun & Bradstreet, featuring the words "dun" and "bradstreet" in a lowercase, sans-serif font, separated by a stylized ampersand symbol.

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## **AZ SWISS E-COM SARL; Worldbase**

February 22, 2021

**AZ SWISS** E-COM SARL

CHEMIN DES SEMILLES 25

MONTHHEY 1870

SWITZERLAND

**Other Locations:**

**REGION:** EUROPE

### **Communications**

---

**Other Communications Information:**

**CABLE TELEX:** 111NMNNANR

### **Company Identifiers**

---

**DUNS:** 48-051-4167

**NATIONAL:** CHE-449.478.988-Swiss Uniform Identification Number (Uid)

**CLASS CODE:** 479100-Switzerland NOGA 2008

### **Company Information**

---

**Founded:** 2021

**Legal Status:** Corporation

**Employees:**

**EMPLOYEES HERE:** 2 - Modeled

**EMPLOYEES TOTAL:** 2 - Modeled

### **Executives**

---

**CEO:**

ZORAN VASILIC, CHAIRMAN

AZ SWISS E-COM SARL; Worldbase

MANAGING DIRECTOR:

EMILIA MANUELA MONTEIRO MASCARENHAS

## Description

---

RET MAIL-ORDER HOUSE

## Market And Industry

---

### SIC Codes:

5961 - Ret mail-order house

## Financials

---

## Other Financial Statements

---

	FINANCIAL FIGURE DATE (not available)	
	US DOLLARS	Swiss Franc
ANNUAL SALES	\$233,426 - Modeled	213,694 - Modeled

## Classification

---

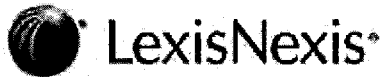
**Subject:** MAIL ORDER RETAILING (86%)The logo for Dun & Bradstreet, featuring the words "dun" and "bradstreet" in a lowercase, sans-serif font, separated by a stylized ampersand symbol.

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**AZ Swiss e-com Sàrl ADR: Chemin des Semilles 25; Company Profiles  
Switzerland**

February 22, 2021

**AZ Swiss** e-com Sàrl ADR: Chemin des Semilles 25

Monthey 1870

Switzerland

**Other Address:** Registered address:Chemin des Semilles 251870 MontheyVSSwitzerland  
**County:** VS

## **Company Identifiers**

---

**WORLDBOX-NR:** 13-349-185.CH

**REGISTER NUMBER:** 621.4.011.062-3

## **Company Information**

---

**Founded:** 2021

**Legal Status:** Limited Liability Company

**Operating Status:** Active

Company Profiles Switzerland

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## **AZ SWISS & PARTNERS SA; Company Register Switzerland**

June 30, 2021

**AZ SWISS** & PARTNERS SA

Lugano

Switzerland

County: CH-TI

### **Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** CH50130170842 IDW: CH0009591512 IDN: CHE404931690

**PUBLICATION ID-Nr:** 1005234545

### **Company Information**

---

**REGISTER JOURNAL NUMBER:** 17367

**REGISTER JOURNAL DATE:** 06/25/2021

**PUBLISHER(CODE):** A

**PUBLICATION NUMBER:** 124

**PUBLICATION TYPE:** Mutation

**PUBLICATION TYPE(CODE):** V

**PUBLICATION CHANGES:** Management

**PUBLICATION CHANGES(CODE):** O

### **Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 120 del 24.06.2020, Pubbl. 1004919168). Nuove persone iscritte o modifiche: Serica , Alfredo, da Chiasso, in Dubai (AE), membro, con firma collettiva a due; Noce, Gian Luca, cittadino italiano, in Castagnola (Lugano), vice-direttore, con firma collettiva a due. Å



AZ SWISS & PARTNERS SA; Company Register Switzerland

Company Register Switzerland  
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**AZ SWISS & PARTNERS SA; Company Register Switzerland**

July 6, 2021

**AZ SWISS** & PARTNERS SA

Lugano

Switzerland

County: CH-TI

**Company Identifiers**

---

WORLD BOX-NR: 9-591-512.CH

REGISTER NUMBER: CH50130170842 IDW: CH0009591512 IDN: CHE404931690

PUBLICATION ID-Nr: 1005241419

**Company Information**

---

REGISTER JOURNAL NUMBER: 18945

REGISTER JOURNAL DATE: 07/01/2021

PUBLISHER(CODE): A

PUBLICATION NUMBER: 128

PUBLICATION TYPE: Mutation

PUBLICATION TYPE(CODE): V

PUBLICATION CHANGES(CODE): X

**Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 124 del 30.06.2021, Pubbl. 1005234545). Statuti modificati: 21.06.2021. Nuove comunicazioni: Le comunicazioni della società agli azionisti avvengono mediante comunicazione scritta, telefax o e-mail. Å



AZ SWISS & PARTNERS SA; Company Register Switzerland

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**AZ SWISS & PARTNERS SA; Company Register Switzerland**

July 21, 2021

**AZ SWISS** & PARTNERS SA

Lugano

Switzerland

County: CH-TI

**Company Identifiers**

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WORLDBOX-NR: 9-591-512.CH

REGISTER NUMBER: CH50130170842 IDW: CH0009591512 IDN: CHE404931690

PUBLICATION ID-Nr: 1005254715

**Company Information**

---

REGISTER JOURNAL NUMBER: 20053

REGISTER JOURNAL DATE: 07/16/2021

PUBLISHER(CODE): A

PUBLICATION NUMBER: 139

PUBLICATION TYPE: Mutation

PUBLICATION TYPE(CODE): V

PUBLICATION CHANGES: Activity

PUBLICATION CHANGES(CODE): Z

**Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, societ  anonima (Nr. FUSC 128 del 06.07.2021, Pubbl. 1005241419). Statuti modificati: 21.06.2021. Nuovo scopo: La fornitura di servizi finanziari, l'offerta di strumenti finanziari nonch  la gestione patrimoniale individuale, la gestione di investimenti collettivi di capitale e ogni altra attivit  atta a perseguire lo scopo sociale. La societ  , nello svolgimento delle attivit  e dei servizi previsti nello scopo sociale, pu  assumere partecipazioni anche totalitarie in altre societ  nei limiti stabiliti dalla legge.  

AZ SWISS & PARTNERS SA; Company Register Switzerland



Company Register Switzerland  
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## **Azimut Holding SpA; MarketLine Company Profile - Locations And Subsidiaries**

August 23, 2021

Azimut Holding SpA

Via Cusani, 4

ITALY

### **Corporate Structure**

---

**Locations and Subsidiaries:** An Zhong (AZ) Investment Management Hong Kong Limited AZ Capital Management, Ltd.

ADDRESS: 9D Beckett Way, Park West Business Park, Dublin, IRL

PHONE: 353 1 629 7012 AZ Fund Management SA

ADDRESS: , LUXAZ International Holdings SA

ADDRESS: , LUXAZ Life dac

ADDRESS: , IRLAZ Mexico Holdings SA de CV

ADDRESS: , MEXAZ Next Generation Advisory Pty Ltd

ADDRESS: Suite 301, 77 King Street, Sydney, New South Wales, AUS

PHONE: 61 4 1940 2319 AZ QUEST INVESTIMENTOS LTDA

ADDRESS: , BRA **AZ Swiss** & Partners S.A. AZ US Holdings Inc.

ADDRESS: , USAAzimut (DIFC) Limited

ADDRESS: Unit 45, Floor 16, Central Park Towers, Dubai, ARE

PHONE: 971 4 7038111 Azimut Brasil Wealth Management Holding S.A.

ADDRESS: , BRAAzimut Capital Management Sgr SpA

ADDRESS: , ITAAzimut Enterprises Holding Srl

ADDRESS: , Via Cusani, 4, Milan, Lombardia, ITAAzimut Enterprises Srl

ADDRESS: , ITAAzimut Financial Insurance SpA

ADDRESS: , ITAAzimut Global Counseling S.r.l.

ADDRESS: , ITAAzimut Holding SpAAzimut Libera Impresa Sgr Spa

ADDRESS: , ITACerte Wealth Protection Pty Ltd

ADDRESS: , AUSDomane Financial Advisers Pty., Ltd.



Azimut Holding SpA; MarketLine Company Profile - Locations And Subsidiaries

ADDRESS: Suite 2, 20 Chandos Street, St Leonards, New South Wales, AUSEmpowered Financial Partners

ADDRESS: 35 Ferguson St, Williamstown, Victoria, AUSEureka Whittaker Macnaught Pty Ltd

ADDRESS: Milsons Landing, Suite 803, 6a Glen Street, Milsons Point, New South Wales, AUSGenesis Investment Advisors LLC

ADDRESS: , USAHarvest Wealth Pty Ltd

ADDRESS: 93 Pine Ave, Mildura, VIC 3500, 19 Norman St, Port Pirie, South Australia, AUSKatarsis Capital Advisors SA

ADDRESS: via Peri 4, Lugano, CHE

PHONE: 41 91 261 3850Lifestyle Financial Planning Services Pty Ltd.

ADDRESS: Suite 17,240 Pakington Street,Geelong West, 80 Wyndham St Shepparton, Echuca, Victoria, AUSLogiro Unchartered Pty Ltd

ADDRESS: 10 Edmondstone Road, Bowen Hills, Queensland, AUSOn-Track Financial Solutions Pty Ltd

ADDRESS: Suite 40 & Suite 45, 11 Preston Street, COMO, AUSPride Advice

ADDRESS: 420 King William Street, Adelaide, South Australia, AUSPriority Advisory Group Pty Ltd

ADDRESS: Level 4, Tower B, 799 Pacific Highway, Chatswood, New South Wales, AUSRasmala Egypt Asset Management S.A.E

ADDRESS: , Cairo, EGYRI Toowoomba

ADDRESS: 647 Ruthven Street TOOWOOMBA, AUSSDB Financial Solutions S.A.

ADDRESS: , CHESterling Planners Pty Ltd

ADDRESS: 1238 PO Box North Sydney, New South Wales, AUSWealthwise PTY LTD

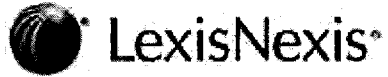
ADDRESS: 436-438 Vincent Street West, West Leederville, Western Australia, AUSWise Planners Pty Limited

ADDRESS: , AUS

## Classification

---

**Company:** AZIMUT HOLDING SPA (91 91%%)



**AZ SWISS & PARTNERS SA; D&B Executive Affiliations**

**AZ SWISS** & PARTNERS SA

VIA CARLO FRASCA 5

LUGANO, 6900

SWITZERLAND

**Company Identifiers**

---

**DUNS-NO:** 48-652-2613

**Executives**

---

**Executive:** NICOLA FRONDIZI, MANAGING DIRECTOR, DIRECTOR, GENERA - EXECUTIVE

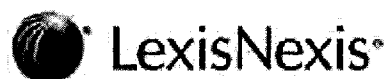


D&B Executive Affiliations

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**AZ Swiss S.a.; LexisNexis® Corporate Affiliations™**

September 20, 2021

**AZ Swiss** S.a.

Via Luciano Zuccoli 19

Paradiso 6900

Switzerland

**Communications**

---

Telephone: (41)91 985 26 26

**Company Identifiers**

---

DCA NUMBER: 2367789 - 2266778 - 2266778

**Company Information**

---

Legal Status: PUBLIC

Organization Type: Non-U.S. Subsidiary

**Corporate Structure**

---

ULTIMATE PARENT: Azimut Holding SpA (Milan, Italy)IMMEDIATE PARENT: Azimut Holding SpA (Milan, Italy)CORPORATE HIERARCHY**Description**

---

Industry Type: Asset Management Services

**Market And Industry**

---

**NAICS Codes:**

523920 - Portfolio Management

**SIC Codes:**

6282 - Investment Advice

6733 - Trusts, Except Educational, Religious & Charitable

6371 - Pension, Health & Welfare Funds

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**AZ SWISS & PARTNERS SA; Company Register Switzerland**

September 22, 2021

**AZ SWISS** & PARTNERS SA

Lugano

Switzerland

County: CH-TI

**Company Identifiers**

---

**WORLDBOX-NR:** 9-591-512.CH**REGISTER NUMBER:** CH50130170842 IDW: CH0009591512 IDN: CHE404931690**PUBLICATION ID-Nr:** 1005296666**Company Information**

---

**REGISTER JOURNAL NUMBER:** 22420**REGISTER JOURNAL DATE:** 09/17/2021**PUBLISHER(CODE):** A**PUBLICATION NUMBER:** 184**PUBLICATION TYPE:** Liquidation**PUBLICATION TYPE(CODE):** A**PUBLICATION CHANGES:** Status**PUBLICATION CHANGES(CODE):** S**Description**

---

**AZ SWISS** & PARTNERS SA, in Lugano, CHE-404.931.690, società anonima (Nr. FUSC 139 del 21.07.2021, Pubbl. 1005254715). Fusione: ripresa di attivi e passivi di SDB FINANCIAL SOLUTIONS SA, in Lugano (CHE - 114.285.849), secondo il contratto di fusione del 06.09.2021 e bilancio al 30.06.2021, che presenta attivi per CHF 5'313'152.00 e passivi verso terzi per CHF 581'181.00. La società assuntrice detiene tutte le azioni della società trasferente, per cui la fusione avviene senza aumento del capitale e senza attribuzione di azioni. Å

AZ SWISS & PARTNERS SA; Company Register Switzerland



Company Register Switzerland  
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## **AZ SWISS & PARTNERS SA; Worldbase**

September 22, 2021

**AZ SWISS** & PARTNERS SA

VIA CARLO FRASCA 5

LUGANO 6900

SWITZERLAND

**Other Locations:**

**REGION:** EUROPE

### **Communications**

---

**Telephone:** 919852626

**Other Communications Information:**

**COUNTRY CODE:** 0041

**CABLE TELEX:** 111NMNNANR

### **Company Identifiers**

---

**DUNS:** 48-652-2613

**NATIONAL:** CHE-404.931.690-Swiss Uniform Identification Number (Uid)

**CLASS CODE:** 661900-Switzerland NOGA 2008

### **Company Information**

---

**Founded:** 2012

**Legal Status:** Corporation

**Employees:**

**EMPLOYEES HERE:** 3 - Modeled

**EMPLOYEES TOTAL:** 3 - Modeled

### **Corporate Structure**

---

AZ SWISS &amp; PARTNERS SA; Worldbase

**GLOBAL ULTIMATE COMPANY:****DUNS NUMBER:** 56-022-6834**COMPANY NAME:** AZIMUT HOLDING SPA**ADDRESS:** VIA CUSANI 4, MILANO, MILANO 20121, ITALY**HEADQUARTERS/PARENT COMPANY:****DUNS NUMBER:** 37-017-6011**COMPANY NAME:** AZ INTERNATIONAL HOLDINGS S.A.**ADDRESS:** AVENUE MONTEREY 35, LUXEMBOURG 2163, LUXEMBOURGView [CORPORATE HIERARCHY](#)

## Executives

---

CEO:	NICOLA FRONDIZI, MANAGING DIRECTOR, DIRECTOR, GENERAL MANAGER
CHAIRMAN OF THE BOARD:	GABRIELE ROBERTO BLEI
VICE CHAIRMAN OF THE BOARD:	ANDREA FIORELLI
BOARD MEMBER:	NINO ADDONIZIO
	MASSIMO GUIATI
	GIORGIO MEDDA
	ALFREDO SERICA
	ANTONIO VARVARA
ASSISTANT DIRECTOR:	FRANCESCO CARNEVALE CARLINO
	GIAN LUCA NOCE

## Description

---

SECURITY/COMMODITY SERVICE

## Market And Industry

---

**SIC Codes:**

6289 - Security/commodity service

## Financials

---



AZ SWISS &amp; PARTNERS SA; Worldbase

## Other Financial Statements

---

	FINANCIAL FIGURE DATE (not available)	
	US DOLLARS	Swiss Franc
ANNUAL SALES	\$346,827 - Modeled	317,405 - Modeled

The logo for Dun & Bradstreet, featuring the words "dun" and "bradstreet" in a lowercase, sans-serif font, separated by a stylized ampersand symbol.

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## **AZ SWISS & PARTNERS SA ADR: Via Carlo Frasca 5; Company Profiles Switzerland**

September 22, 2021

**AZ SWISS** & PARTNERS SA ADR: Via Carlo Frasca 5

Lugano 6900

Switzerland

**Other Address:** Legal domicile: Lugano Registered address: Via Carlo Frasca 5 6900 Lugano TI Switzerland  
**County:** TI

### **Communications**

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**Telephone:** +41 91 9852626

### **Company Identifiers**

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**WORLD BOX-NR:** 9-591-512.CH

**REGISTER NUMBER:** 501.3.017.084-2

### **Company Information**

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**Founded:** 2012

**Legal Status:** Company limited by shares

**Operating Status:** In Merger

### **Corporate Structure**

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**PARENT COMPANY:** AZIMUT HOLDING SPA, Milano/ITAZIMUT HOLDING SPA consolidated Bank

Fiscal year end:	12/31/2020	12/31/2019	12/31/2018	12/31/2017
	12 Months	12 Months	12 Months	12 Months
	th. CHF	th. CHF	th. CHF	th. CHF
	IAS	IAS	IAS	IAS
Number average	1'139	1'018	1'352	1'695

**SUBSIDIARIES (Voting Rights/Capital Share):**

Sogenel Capital Holding SA, Sogenel Capital Holding SA, Lugano-TI/CH (100.00%/100.00%, direct)

SDB FINANCIAL SOLUTIONS SA, SDB FINANCIAL SOLUTIONS SA, Lugano-TI/CH (51.00%/51.00%, direct)

**Description**

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**Industry Type:****LINE OF BUSINESS:** Consulting/Auditing**INDUSTRY DIVISION:** Services**Market And Industry**

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**NACE:**

7022 - Business and other management consultancy activities

**Financials**

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**AZIMUT HOLDING SPA consolidated Bank**

Fiscal year end:	12/31/2020	12/31/2019	12/31/2018	12/31/2017
	12 Months	12 Months	12 Months	12 Months
	th. CHF	th. CHF	th. CHF	th. CHF
	IAS	IAS	IAS	IAS
Income - int. business -13'576.0 - 7'724.0				
Net Comm. & fee inc. 616'632.0 394'222.0				
Net trading income 58.0 -9.0				
Tot other ordinary inc. 151'962.0 29'606.0				
Net operating Income 755'076.0 416'095.0				
Result for financial year 370'011.0 122'146.0				
Capital 32'324.0 32'324.0				
Tot shareholders equity 747'689.0 600'611.0				
Total assets 8'253'660.0 7'085'577.0				
Personnel expenses 108'375.0 97'608.0				
Cash flow from op activ 981'424.0 - 4'240.0				

**Securities Information**

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**Shareholders:****OWNER (Voting Rights/Capital Share):**

AZ SWISS & PARTNERS SA ADR: Via Carlo Frasca 5; Company Profiles Switzerland

AZ International Holdings S.A., AZ International Holdings S.A., LU (51.00%/51.00%, direct)  
AZIMUT HOLDING SPA, AZIMUT HOLDING SPA, Milano/IT (51.00%/51.00%, indirect)

## Service Firms

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**Auditor:** PricewaterhouseCoopers SA, Lugano/CH

**Cross Reference/Variant Names:**

Name: **AZ SWISS** SA, registered: 10/25/2012, removed: 04/19/2016

Name: **AZ SWISS** SA, registered: 04/19/2016

Legal domicile: Paradiso, registered: 10/25/2012, removed: 10/21/2015

Company Profiles Switzerland  
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**SDB FINANCIAL SOLUTIONS SA; Company Register Switzerland**

September 22, 2021

SDB FINANCIAL SOLUTIONS SA

Lugano

Switzerland

County: CH-TI

**Company Identifiers**

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**WORLDBOX-NR:** 7-870-397.CH**REGISTER NUMBER:** CH50130106189 IDW: CH0007870397 IDN: CHE114285849**PUBLICATION ID-Nr:** 1005296696**Company Information**

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**REGISTER JOURNAL NUMBER:** 22450**REGISTER JOURNAL DATE:** 09/17/2021**PUBLISHER(CODE):** A**PUBLICATION NUMBER:** 184**PUBLICATION TYPE:** Liquidation**PUBLICATION TYPE(CODE):** A**PUBLICATION CHANGES:** Status**PUBLICATION CHANGES(CODE):** S**Description**

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SDB FINANCIAL SOLUTIONS SA, in Lugano, CHE-114.285.849, societ  anonima (Nr. FUSC 83 del 30.04.2020, Pubbl. 1004880576). Gli attivi e i passivi verso terzi sono ripresi da **AZ SWISS** & PARTNERS SA, in Lugano (CHE-404.931.690). La societ    cancellata in seguito alla fusione.  



SDB FINANCIAL SOLUTIONS SA; Company Register Switzerland

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## **NY Business Lawyers; Zoom Company Information**

November 2021

NY Business Lawyers  
533 Ash St  
Ballwin, Missouri 63024  
United States

### **Communications**

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**Telephone:** (636) 620-5331  
**Website:** [www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)

### **Company Information**

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**Employees:** 33

#### **CROSS-REFERENCE:**

[www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)  
[nybusinesslawyers.com](http://nybusinesslawyers.com)  
NY Business Lawyers  
[nybusinesslawyers.com](http://nybusinesslawyers.com)  
Sav.com LLC  
**AZ Swiss** & Partners SA

### **Description**

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If you have worked with a company/person that used this domain name in the past, it typically means that they no longer own this domain name and its being listed for sale by someone else. We would love to be able to help you reach them a different way but are not given any contact details for the previous owner. Have a question about a domain you own or want to purchase? Now those we can help with! Contact Us

### **Financials**

**REVENUE:** USD 6,502,000

## **Classification**

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**Subject:** DOMAIN NAMES (90%)



Zoom Company Information

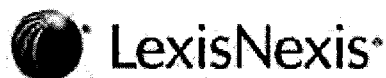
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## **AZIMUT HOLDING SPA; Dun and Bradstreet Corporate Family Tree**

December 16, 2021

AZIMUT HOLDING SPA

### **Additional Information**

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\*\*\*\*\* HIERARCHY \*\*\*\*\*

(LEVEL) COMPANY

- (P) AZIMUT HOLDING SPA (DUNS: 56-022-6834), MILAN, MILANO, ITALY
- (1) AZ INTERNATIONAL HOLDINGS S.A. (DUNS: 37-017-6011), LUXEMBOURG, LUXEMBOURG
- (2) KATARSIS CAPITAL ADVISORS SA (DUNS: 48-455-6324), LUGANO, TICINO, SWITZERLAND
- (3) ESKATOS CAPITAL MANAGEMENT (DUNS: 37-022-7171), LUXEMBOURG, LUXEMBOURG
- (3) AZ SWISS & PARTNERS SA (DUNS: 48-652-2613), LUGANO, TICINO, SWITZERLAND
- (4) AZ NEXT GENERATION ADVISORY LIMITED (DUNS: 74-925-6355), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (3) AZ SERVICES CO PTY LTD (DUNS: 74-679-6368), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (4) EUREKA WHITTAKER MACNAUGHT PTY LTD (DUNS: 74-803-1440), BRISBANE CITY, QUEENSLAND, AUSTRALIA
- (5) PRIORITY ADVISORY GROUP PTY LIMITED (DUNS: 75-160-2277), CHATSWOOD, NEW SOUTH WALES, AUSTRALIA
- (4) PRIORITY PLANNERS PTY. LIMITED (DUNS: 74-070-6135), CHATSWOOD, NEW SOUTH WALES, AUSTRALIA
- (6) FINANCIAL LIFESTYLE PARTNERS PTY LTD (DUNS: 74-405-1700), RINGWOOD, VICTORIA, AUSTRALIA
- (7) HURWITZ GELLER PTY LIMITED (DUNS: 75-742-4424), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (8) WEALTHMED AUSTRALIA PTY LTD (DUNS: 74-822-1780), MAROOCHYDORE, QUEENSLAND, AUSTRALIA
- (4) WEALTHMED PROPERTY PTY LTD (DUNS: 75-468-5613), PEREGIAN SPRINGS, QUEENSLAND, AUSTRALIA
- (5) WEALTHMED FINANCIAL PTY LTD (DUNS: 75-577-3991), BIRTINYA, QUEENSLAND, AUSTRALIA

## AZIMUT HOLDING SPA; Dun and Bradstreet Corporate Family Tree

- (6) WEALTHPRO SUNSHINE COAST PTY LTD (DUNS: 74-839-9240), BIRTINYA, QUEENSLAND, AUSTRALIA
- (7) WEALTHMED ACCOUNTING PTY LTD (DUNS: 74-842-8641), BIRTINYA, QUEENSLAND, AUSTRALIA
- (9) JPH GROUP HOLDINGS PTY LTD (DUNS: 74-691-0485), MELBOURNE, VICTORIA, AUSTRALIA
- (4) JPH INSURANCE BROKERS PTY LTD (DUNS: 74-856-8553), MELBOURNE, VICTORIA, AUSTRALIA
- (5) MINT BUSINESS BROKERS PTY LTD (DUNS: 75-836-4462), MELBOURNE, VICTORIA, AUSTRALIA
- (6) CLIENT READY PTY LTD (DUNS: 74-838-1961)
- (7) JPH LAWYERS PTY LTD (DUNS: 74-458-9063)
- (8) JPH MORTGAGE ORIGATION PTY LTD (DUNS: 75-245-1898), MELBOURNE, VICTORIA, AUSTRALIA
- (9) JPH CAPITAL PTY LTD (DUNS: 74-378-4938), MELBOURNE, VICTORIA, AUSTRALIA
- (10) HM HOLDINGS PTY LTD (DUNS: 74-485-1242), BRISBANE CITY, QUEENSLAND, AUSTRALIA
- (4) HM ADVISORY SERVICES PTY LTD (DUNS: 74-811-1994), BRISBANE CITY, QUEENSLAND, AUSTRALIA
- (11) DUNSFORD FINANCIAL PLANNING PTY LTD (DUNS: 75-265-6744), CARRUM DOWNS, VICTORIA, AUSTRALIA
- (12) LIFESTYLE FINANCIAL PLANNING SERVICES (NO 2) PTY LTD (DUNS: 74-400-1977), ECHUCA, VICTORIA, AUSTRALIA
- (13) MATTHEWS STEER PTY. LTD. (DUNS: 74-116-2114), ESSENDON FIELDS, VICTORIA, AUSTRALIA
- (14) MENICO TUCK PARRISH PTY LTD (DUNS: 74-457-8939), WESTCOURT, QUEENSLAND, AUSTRALIA
- (4) MENICO TUCK PARRISH FINANCIAL SERVICES PTY LTD (DUNS: 75-771-1288), WESTCOURT, QUEENSLAND, AUSTRALIA
- (15) FHM HOLDINGS PTY LIMITED (DUNS: 75-608-5614), NORTH SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (16) WEALTH WISE PTY LTD (DUNS: 75-136-8572), OSBORNE PARK, WESTERN AUSTRALIA, AUSTRALIA
- (17) STERLING PLANNERS PTY LTD (DUNS: 74-230-8844), NORTH SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (4) NEXTSTEP FINANCIAL SERVICES PTY LTD (DUNS: 75-020-9397), NORTH SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (5) NEXTSTEP HOME LOANS PTY LTD (DUNS: 75-442-8899), NORTH SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (18) AZ NEXT GENERATION ACCOUNTING PTY LTD (DUNS: 74-475-1618), SYDNEY, NEW SOUTH WALES, AUSTRALIA

## AZIMUT HOLDING SPA; Dun and Bradstreet Corporate Family Tree

- (4) PEOPLE & PARTNERS PTY LTD (DUNS: 74-403-9006), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (5) PEOPLE & PARTNERS WEALTH MANAGEMENT PTY LTD (DUNS: 75-646-8851), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (5) BUSINESS RESOURCE MANAGEMENT PTY. LTD. (DUNS: 74-323-8052), ADELAIDE, SOUTH AUSTRALIA, AUSTRALIA
- (6) SAGE BUSINESS GROUP PTY LTD (DUNS: 89-107-6101), SUNBURY, VICTORIA, AUSTRALIA
- (19) WISE PLANNERS PTY LIMITED (DUNS: 75-788-6861), CHATSWOOD, NEW SOUTH WALES, AUSTRALIA
- (20) PRIDE ADVICE PTY LTD (DUNS: 75-972-5547), ADELAIDE, SOUTH AUSTRALIA, AUSTRALIA
- (4) PRIDE ACCOUNTING X NUMBERSUPER PTY LTD (DUNS: 75-017-5760)
- (5) PRIDE ACCOUNTING X NUMBERGROUP PTY LTD (DUNS: 75-017-5784)
- (21) TEMPUS WEALTH GROUP PTY LTD (DUNS: 74-682-4489), KIRRAWEE, NEW SOUTH WALES, AUSTRALIA
- (22) PRIDE FINANCIAL PTY LTD (DUNS: 75-622-1771), ADELAIDE, SOUTH AUSTRALIA, AUSTRALIA
- (23) AZ GLOBAL WEALTH MANAGEMENT AUSTRALIA PTY LTD (DUNS: 74-691-1243), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (24) EUREKA FINANCIAL GROUP PTY LTD (DUNS: 74-283-0644), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (25) CERTE WEALTH PROTECTION PTY LTD (DUNS: 74-534-8578), BRISBANE CITY, QUEENSLAND, AUSTRALIA
- (26) CRANAGE FINANCIAL GROUP PTY LTD (DUNS: 74-450-6204), SOUTH MELBOURNE, VICTORIA, AUSTRALIA
- (4) TIME ADVICE PTY LTD (DUNS: 74-506-7699), SOUTH YARRA, VICTORIA, AUSTRALIA
- (5) CRANAGE SUPERANNUATION SERVICES PTY. LTD. (DUNS: 74-435-5231), HAWTHORN, VICTORIA, AUSTRALIA
- (6) CRANAGE PRIVATE WEALTH PTY LTD (DUNS: 75-384-6880), SOUTHBANK, VICTORIA, AUSTRALIA
- (7) CRANAGE LENDING SOLUTIONS PTY LTD (DUNS: 74-407-2677), HAWTHORN, VICTORIA, AUSTRALIA
- (27) MP HOLDINGS (WA) PTY LTD (DUNS: 74-526-7462)
- (4) MPM FINANCE PTY LTD (DUNS: 75-354-6055), JOONDALUP, WESTERN AUSTRALIA, AUSTRALIA
- (5) MONEYCARE AUSTRALIA PTY LTD (DUNS: 75-020-8779), SOUTH PERTH, WESTERN AUSTRALIA, AUSTRALIA
- (6) MP WEALTH (WA) PTY LTD (DUNS: 74-526-7461), JOONDALUP, WESTERN AUSTRALIA, AUSTRALIA

AZIMUT HOLDING SPA; Dun and Bradstreet Corporate Family Tree

- (7) PT SERVICES (WA) PTY LTD (DUNS: 74-526-7464), JOONDALUP, WESTERN AUSTRALIA, AUSTRALIA
- (28) RI TOOWOOMBA PTY LTD (DUNS: 74-412-0037), SOUTH TOOWOOMBA, QUEENSLAND, AUSTRALIA
- (4) RIT COASTAL PTY LTD (DUNS: 74-519-8355), TOOWOOMBA, QUEENSLAND, AUSTRALIA
- (29) OTTAVO FINANCIAL GROUP PTY LTD (DUNS: 74-246-2836), BATHURST, NEW SOUTH WALES, AUSTRALIA
- (30) LOGIRO UNCHARTERED PTY LTD (DUNS: 74-621-8820), BOWEN HILLS, QUEENSLAND, AUSTRALIA
- (31) HARVEST WEALTH PTY LTD (DUNS: 75-369-9219), MILDURA, VICTORIA, AUSTRALIA
- (32) TOKIM HOLDINGS PTY LIMITED (DUNS: 75-597-9739), CLEVELAND, QUEENSLAND, AUSTRALIA
- (33) ON-TRACK FINANCIAL SOLUTIONS PTY LTD (DUNS: 74-671-2298), COMO, WESTERN AUSTRALIA, AUSTRALIA
- (34) KELLAWAY CRIDLAND PTY. LIMITED (DUNS: 75-672-9455), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (35) A.C.N. 623 166 772 PTY LTD (DUNS: 74-495-5426)
  - (4) A.C.N. 623 172 387 PTY LTD (DUNS: 74-495-5752)
  - (5) A.C.N. 623 172 083 PTY LTD (DUNS: 74-495-5730), SYDNEY, NEW SOUTH WALES, AUSTRALIA
- (36) EMPOWERED FINANCIAL PARTNERS PTY LTD (DUNS: 74-413-7190), WILLIAMSTOWN, VICTORIA, AUSTRALIA
- (5) AZIMUT PRIVATE CAPITAL MANAGEMENT S.A R.L. (DUNS: 37-205-5809), LUXEMBOURG, LUXEMBOURG
- (6) AN RUI HONG GUAN FINANCIAL MANAGEMENT PLANNING CONSULTANCY CO., LTD. (DUNS: 65-886-7416), NEW TAIPEI CITY, TAIPEI, TAIWAN
- (3) AN RUI HONG GUAN SECURITIES INVESTMENT CONSULTANCY CO., LTD. (DUNS: 65-771-9696), TAIPEI CITY, TAIPEI, TAIWAN
- (4) AZ SINOPRO INSURANCE PLANNING LIMITED (DUNS: 65-628-5547), TAIPEI CITY, TAIPEI, TAIWAN
- (7) AN ZHONG (AZ) INVESTMENT MANAGEMENT LIMITED (DUNS: 66-350-2777), CENTRAL DISTRICT, HONG KONG, HONG KONG
- (3) AN ZHONG (AZ) INVESTMENT MANAGEMENT HONG KONG LIMITED (DUNS: 66-341-4166), CENTRAL DISTRICT, HONG KONG, HONG KONG
- (4) ANZHONG INVESTMENT MANAGEMENT (SHANGHAI) CO., LTD. (DUNS: 55-291-6028), SHANGHAI, SHANGHAI, CHINA
- (8) AZIMUT FINTECH HOLDING SRL (DUNS: 44-034-6321), MILAN, MILANO, ITALY
- (2) AZIMUT ENTERPRISES SRL (DUNS: 43-510-0742), MILAN, MILANO, ITALY
- (2) AZIMUT DIRECT SPA (DUNS: 44-155-0884), MILAN, MILANO, ITALY
- (3) AZIMUT DIRECT X SRL (DUNS: 44-156-6801), MILAN, MILANO, ITALY

## AZIMUT HOLDING SPA; Dun and Bradstreet Corporate Family Tree

- (4) AZIMUT DIRECT FINANCE SRL (DUNS: 44-137-9496), MILAN, MILANO, ITALY
- (3) AZIMUT CAPITAL TECH SRL (DUNS: 44-109-7627), MILAN, MILANO, ITALY
- (3) AZIMUT FINANCIAL INSURANCE SPA (DUNS: 43-583-0332), MILAN, MILANO, ITALY
- (4) AZIMUT CAPITAL MANAGEMENT SOC DI GESTIONE DEL RISPARMIO SPA (DUNS: 54-404-5409), MILAN, MILANO, ITALY
- (2) AZIMUT CAPITAL MANAGEMENT SOC DI GESTIONE DEL RISPARMIO SPA (DUNS: 43-887-2883), PERUGIA, PERUGIA, ITALY
- (3) AZIMUT CAPITAL MANAGEMENT SOC DI GESTIONE DEL RISPARMIO SPA (DUNS: 43-882-0197), MILAN, MILANO, ITALY
- (4) AZIMUT CAPITAL MANAGEMENT SOC DI GESTIONE DEL RISPARMIO SPA (DUNS: 44-159-0084), MILAN, MILANO, ITALY
- (5) AZIMUT CAPITAL MANAGEMENT SOC DI GESTIONE DEL RISPARMIO SPA (DUNS: 43-475-0430), FLORENCE, FIRENZE, ITALY
- (5) AZIMUT LIBERA IMPRESA SOCIETA' DI GESTIONE DEL RISPARMIO SPA IN FORMA ABBREVIATO AZIMUT LIBERA IMPRESA S.G.R. SPA (DUNS: 43-182-1098), MILAN, MILANO, ITALY
- (2) ALI 1 DEM SRL (DUNS: 44-135-0298), MILAN, MILANO, ITALY
- (3) SICER SPA (DUNS: 62-958-4582), FIORANO MODENESE, MODENA, ITALY
- (4) SICER ESPANA COLORIFICIO CERAMICO SL (DUNS: 46-492-9632), ONDA, CASTELLON, SPAIN
- (5) SICER MX, S. DE R.L. DE C.V. (DUNS: 81-280-7962), EL CARMEN, NUEVO LEON, MEXICO
- (6) SICER SPA (DUNS: 33-924-8888), POGGIO TORRIANA, RIMINI, ITALY
- (7) PT. SICER INDONESIA (DUNS: 72-640-4432), TANGERANG, INDONESIA
- (3) AZIMUT LIBERA IMPRESA SOCIETA' DI GESTIONE DEL RISPARMIO SPA IN FORMA ABBREVIATO AZIMUT LIBERA IMPRESA S.G.R. SPA (DUNS: 44-170-7104), ROME, ROMA, ITALY
- (4) FINE FOOD GROUP SPA (DUNS: 51-419-9165), ROME, ROMA, ITALY
- (3) FINE FOOD TRUCK SRL (DUNS: 43-991-2702), ROME, ROMA, ITALY
- (4) FINE FOOD GROUP SPA (DUNS: 43-998-0077), MODUGNO, BARI, ITALY
- (5) FINE FOOD GROUP SPA (DUNS: 33-914-1779), BURAGO DI MOLGORA, MONZA E BRIANZA, ITALY
- (5) IPOC 5 SRL (DUNS: 44-170-4191), MILAN, MILANO, ITALY
- (6) ALI OPHELIA 1 SRL (DUNS: 44-178-7896), MILAN, MILANO, ITALY
- (3) ALI OPHELIA 2 SRL (DUNS: 44-213-8018), MILAN, MILANO, ITALY
- (4) CIEFFE DERMA SRL (DUNS: 42-846-0633), CORREZZANA, MONZA E BRIANZA, ITALY
- (7) ALI 2 DEM SRL (DUNS: 44-211-3616), MILAN, MILANO, ITALY
- (6) KAAN CAPITAL ASESORES INDEPENDIENTES, SAPI DE C.V. (DUNS: 95-160-8515), MEXICO CITY, CIUDAD DE MEXICO, MEXICO
- (7) AZIMUT INVESTMENTS S.A. (DUNS: 37-021-7268), LUXEMBOURG, LUXEMBOURG

AZIMUT HOLDING SPA; Dun and Bradstreet Corporate Family Tree

- (2) AZIMUT DIGITAL FINANCING I SPA (DUNS: 44-153-1072), MILAN, MILANO, ITALY
- (8) AZIMUT LIFE DESIGNATED ACTIVITY COMPANY (DUNS: 98-575-9682), NAVAN, CO MEATH, IRELAND
- (2) AZIMUT LIFE DESIGNATED ACTIVITY COMPANY IN FORMA ABBREVIATO AZIMUT LIFE DAC (DUNS: 43-465-0687), MILAN, MILANO, ITALY
- (9) AZIMUT UK HOLDINGS LIMITED (DUNS: 22-791-7581), LONDON, LONDON, ENGLAND
- (10) AZ FUND MANAGEMENT SA (DUNS: 40-080-3417), LUXEMBOURG, LUXEMBOURG

## Classification

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Company: AZIMUT HOLDING SPA



Dun and Bradstreet Corporate Family Tree  
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## **SDB Financial Solutions SA; Securities Data Company Worldwide Mergers & Acquisitions - Complete Financials/Multiples Report**

**Target:** SDB Financial Solutions SA

**Buyer:** AZ SWISS & PARTNERS SA

**Last Update:** December 16, 2021

**Announce Date:** June 26, 2017

**Effective Date:** January 31, 2018

**Deal Number:** 3120120040

### **Target Details**

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#### **TARGET FINANCIAL CALCULATIONS AND RATIOS**

(mil., except as noted):

OFFER PRICE/EPS:	not provided
STOCK PRICE/EPS (4 Weeks Prior):	not provided
EQUITY VALUE:	not provided
EQUITY VALUE/COMMON EQUITY:	not provided
EQUITY VALUE/NET INCOME:	not provided
ENTERPRISE VALUE:	not provided
ENT. VALUE BASED ON EFFECTIVE DATE:	not provided
ENT. VALUE/TOTAL OPERATING INCOME:	not provided
ENT. VALUE/NET INCOME:	not provided
ENT. VALUE/TOTAL NET SALES:	not provided
ENT. VALUE/NET ASSETS:	not provided

### **Buyer Details**

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#### **BUYER FINANCIALS:**

(mil., except as noted):

DATE OF FINANCIALS: 06/26/2017

SDB Financial Solutions SA; Securities Data Company Worldwide Mergers & Acquisitions - Complete  
Financials/Multiples Report

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SDB Financial Solutions SA; Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive  
Advisors/Fees and Legal Counsel Report



**SDB Financial Solutions SA; Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive Advisors/Fees and Legal Counsel Report**

**Target:** SDB Financial Solutions SA  
**Buyer:** AZ SWISS & PARTNERS SA

**Last Update:** December 16, 2021  
**Announce Date:** June 26, 2017  
**Effective Date:** January 31, 2018

**Deal Number:** 3120120040

## Transaction Summary

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**BUYER:**

<b>Legal Counsel</b> Bar & Karrer	<b>Function</b> Counsel to Parent	<b>Bank Advised</b> -
<b>Acquirer Legal Advisor</b> Bar & Karrer	<b>Assignment</b> Counsel to Parent	

Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive Advisors/Fees and Legal Counsel Report  
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## **SDB Financial Solutions SA; Securities Data Company Worldwide Mergers & Acquisitions - Comprehensive Transaction Report**

**Target:** SDB Financial Solutions SA  
**Buyer:** AZ SWISS & PARTNERS SA

**Last Update:** December 16, 2021  
**Announce Date:** June 26, 2017  
**Effective Date:** January 31, 2018

**Deal Number:** 3120120040

### **Transaction Summary**

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ACQUISITION TECHNIQUE:	Not Applicable
ATTITUDE:	Friendly
DEFENSIVE TACTICS:	Not Applicable
FORM:	Merger
STATUS:	Completed
MANAGEMENT PARTICIPATION:	No
EMPLOYEE PARTICIPATION:	No
EMPLOYEE STOCK OWNERSHIP:	No
INVESTOR GROUP:	No
TRANSACTION SYNOPSIS:	SWITZERLAND - <u>AZ SWISS</u> & PARTNERS SA, a unit of Azimut Holding SpA, planned to acquire the entire share capital of SDB Financial SolutionsSA, a Lugano-based provider of office administrative services.
ENTERPRISE VALUE (mil):	not provided
ENT. VALUE BASED ON EFFECTIVE DATE (mil):	not provided
ENT. VALUE /TOTAL OPERATING INCOME:	not provided
ENT. VALUE /NET INCOME:	not provided
ENT. VALUE /TOTAL NET SALES:	not provided
ENT. VALUE /NET ASSETS:	not provided

### **Target Details**

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TARGET PARENT:	SDB Financial Solutions SA
TARGET PARENT NATION CODE:	SZ

## SDB Financial Solutions SA; Securities Data Company Worldwide Mergers &amp; Acquisitions - Comprehensive Transaction Report

TARGET PARENT BUSINESS:	Management services
TARGET PARENT SIC CODE:	8741
NAME:	SDB Financial Solutions SA
PUBLIC STATUS:	Private
ADDRESS:	Via Nassa 5, Lugano, 6900, Switzerland
BUSINESS:	Management services
SIC CODE:	8741
ULTIMATE PARENT:	SDB Financial Solutions SA
ULTIMATE PARENT NATION CODE:	SZ
ULTIMATE PARENT BUSINESS:	Management services
ULTIMATE PARENT SIC CODE:	8741

## Buyer Details

---

ACQUIRER PARENT:	Azimut Holding SpA
ACQUIRER PARENT NATION CODE:	IT
ACQUIRER PARENT SIC CODE:	6282
ACQUIRER PARENT BUSINESS:	Investment advice
NAME:	<b><u>AZ SWISS</u></b> & PARTNERS SA
PUBLIC STATUS:	Subsidiary
ADDRESS:	Via Carlo Frasca 5, Lugano, 6900, Switzerland
BUSINESS:	Investors, nec
SIC CODE:	6799
ULTIMATE PARENT:	Azimut Holding SpA
ULTIMATE PARENT NATION CODE:	IT
ULTIMATE PARENT BUSINESS:	Investment advice
ULTIMATE PARENT SIC CODE:	6282



**AZ SWISS & PARTNERS SA; D&B Executive Affiliations**

**AZ SWISS** & PARTNERS SA

VIA CARLO FRASCA 5

LUGANO, 6900

SWITZERLAND

**Company Identifiers**

---

**DUNS-NO:** 48-652-2613

**Executives**

---

**Executive:** NICOLA FRONDIZI, MANAGING DIRECTOR, DIRECTOR, GENERA - EXECUTIVE



D&B Executive Affiliations

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End of Document



## **Sogenel Capital Holding SA; Mergerstat M&A Database**

**Target:** Sogenel Capital Holding SA

**Buyer:** **AZ Swiss** & Partners SA

**Last Update:** January 10, 2022

**Announce Date:** June 29, 2016

**Effective Date:** June 29, 2016

**Deal Number:** 877915

## **Transaction Summary**

---

Deal Type:

Acquisition / Merger;

Purpose:

Strategic

Closing Date:

June 29, 2016

Source of Funds:

Source of Funding Not Disclosed

Deal Description:

**Az Swiss** & Partners SA acquired Sogenel Capital Holding SA for an undisclosed amount. Sogenel Capital Holding SA is located in Lugano, Ticino (Ticino), Switzerland and engages in the holding and management of participating interests in other companies.

Percent Sought:

100 %

Term Change Code:

Completion

Term Price Increase:

0

Term Price Decrease:

0

## **Target Details**

---

Name:

Sogenel Capital Holding SA

Address:

Via Fogazzaro 3 Lugano, Ticino (Ticino) 6900

Country:

Switzerland

## **DEALS BY PARTICIPANT:**

Total Number of Transactions as a Legal Advisor:

0

## Sogenel Capital Holding SA; Mergerstat M&amp;A Database

Total Number of Transactions as a Financial Advisor:	0
Total Number of Transactions as an Accountant:	0
Number of Total Transactions as Buyer:	0
Number of Total Transactions in the last 12 Months as Buyer:	0
Number of Total Transactions as Seller:	1
Number of Total Transactions in the last 12 Months as Seller:	0
Total Transaction Value for all Transactions as Seller:	0
Total Transaction Value for all Transactions as Buyer:	0
Total Transaction Value in the last 12 Months as Seller:	0
Total Transaction Value in the last 12 Months as Buyer:	0
Average Transaction Value for all Transactions as Seller:	0
Average Transaction Value for all Transactions as Buyer:	0
Average Transaction Value in the last 12 Months as Seller:	0
Average Transaction Value in the last 12 Months as Buyer:	0
Maximum Transaction Value for all Transactions as Seller:	0
Maximum Transaction Value for all Transactions as Buyer:	0
Maximum Transaction Value in the last 12 Months as Seller:	0
Maximum Transaction Value in the last 12 Months as Buyer:	0

## Buyer Details

---

Name:	<b>AZ Swiss</b> & Partners SA
Address:	via Carlo Frasca 5 Lugano, Ticino (Ticino) 6900
Country:	Switzerland
Role:	Bidder / Purchaser
Deal Currency:	USD
Financial Currency:	USD
Entity Type:	SUB
Primary SIC:	6282-Investment Advice
Industry:	4845-Investment Managers
Sector:	4800-Finance

### DEALS BY PARTICIPANT:

Total Number of Transactions as a Legal Advisor:	0
Total Number of Transactions as a Financial Advisor:	0
Total Number of Transactions as an Accountant:	0
Number of Total Transactions as Buyer:	2
Number of Total Transactions in the last 12 Months as Buyer:	0
Number of Total Transactions as Seller:	0
Number of Total Transactions in the last 12 Months as Seller:	0
Total Transaction Value for all Transactions as Seller:	0
Total Transaction Value for all Transactions as Buyer:	8.4
Total Transaction Value in the last 12 Months as Seller:	0
Total Transaction Value in the last 12 Months as Buyer:	0
Average Transaction Value for all Transactions as Seller:	0
Average Transaction Value for all Transactions as Buyer:	8.4
Average Transaction Value in the last 12 Months as Seller:	0
Average Transaction Value in the last 12 Months as Buyer:	0
Maximum Transaction Value for all Transactions as Seller:	0
Maximum Transaction Value for all Transactions as Buyer:	8.4

Sogenel Capital Holding SA; Mergerstat M&A Database

Maximum Transaction Value in the last 12 Months as Seller:	0
Maximum Transaction Value in the last 12 Months as Buyer:	0

## Classification

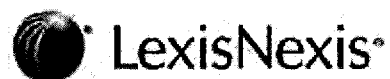
---

**Subject:** INVESTMENT MANAGEMENT (75%)

Mergerstat M&A Database  
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## **AZ Swiss e-com Sàrl;; Creditreform Schweizer Firmenprofile**

6. März 2022

**AZ Swiss** e-com Sàrl;

Chemin des Semilles 25

Monthey 1870

Schweiz/Switzerland

### **Firmenkennzeichen**

---

CREFO-NR: 425424329

### **Firmeninfo**

---

**Gegründet:** 2021

**Rechtsform:** GmbH / Handelsregistereintrag: 22.02.2021

**Beschäftigte:**

**BESCHÄFTIGTE:** -01

**LETZTE ÄNDERUNG IM HANDELSREGISTER:** 22. Februar 2021

### **Geschäftsführung**

---

**EIGENTÜMER:**

**NAME:** Emilia Monteiro

**STELLUNG:** zu gleichen Teilen

**ORT:** Monthey

**LAND:** Schweiz

**NATIONALITÄT:** Portugal

**NAME:** Zoran Vasilic

**STELLUNG:** zu gleichen Teilen

**ORT:** Villeneuve

**LAND:** Schweiz

**NATIONALITÄT:** Schweiz

**BÜRGERORT:** Villeneuve



**GESCHÄFTSLEITUNG:****NAME:** Emilia Monteiro**STELLUNG:** Geschäftsführer**ORT:** Monthey**LAND:** Schweiz**ZEICHNUNGSBERECHTIGUNG:** Einzelunterschrift**NATIONALITÄT:** Portugal**NAME:** Zoran Vasilic**STELLUNG:** Vorsitzender**ORT:** Villeneuve**LAND:** Schweiz**ZEICHNUNGSBERECHTIGUNG:** Einzelunterschrift**NATIONALITÄT:** Schweiz**BÜRGERORT:** Villeneuve**GESELLSCHAFTER:****NAME:** Emilia Monteiro**ORT:** Monthey**LAND:** Schweiz**ZEICHNUNGSBERECHTIGUNG:** Einzelunterschrift**NATIONALITÄT:** Portugal**KAPITALBETEILIGUNG:****BETEILUNGSART:** Stammeinlage**ANTEIL IN PROZENT:** 50**ANTEIL ABSOLUTE:** CHF 10'000.00**NAME:** Zoran Vasilic**ORT:** Villeneuve**LAND:** Schweiz**ZEICHNUNGSBERECHTIGUNG:** Einzelunterschrift**NATIONALITÄT:** Schweiz**BÜRGERORT:** Villeneuve**KAPITALBETEILIGUNG:****BETEILUNGSART:** Kapitalanteil**ANTEIL IN PROZENT:** 50**ANTEIL ABSOLUTE:** CHF 10'000.00

## **Geschäftstätigkeit**

---

**GESCHÄFTSGANG:** Beurteilung ausstehend**ENTWICKLUNG:** Beurteilung ausstehend**EXPORTANTEIL:** 0 |DOC

## **Markt und Industrie**

---

**BRANCHEN:**

47910 - Versand- und Internet-Detailhandel

## AZ Swiss e-com Sàrl;; Creditreform Schweizer Firmenprofile

commerce de tout produit en ligne et tout conseil en matière de commerce en ligne; la société peut créer des succursales en Suisse et à l'étranger, participer à d'autres entreprises en Suisse et à l'étranger, acquérir des entreprises visant un but identique ou analogue, ou fusionner avec de telles entreprises, acquérir ou vendre des immeubles (à l'exclusion des activités prohibées par la LFAIE), faire toutes opérations et conclure tous contrats propres à développer et à étendre son but ou s'y rapportant directement ou indirectement; elle peut octroyer des garanties, consentir des prêts ou des avances à des associés ou à des tiers.

## Finanzdaten

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	UMSATZ
Jahr	UMSATZ (Mio.)
2022	CHF 0.63
2021	CHF 0.63

## Dienstleistungsfirmen

---

**REVISIONSSTELLE:**
**NAME:** Opting out

**STELLUNG:** opting out

**ZEICHNUNGSBERECHTIGUNG:** ohne Unterschrift

**KAPITAL:**
**KAPITALART:** Stammkapital

**KAPITAL:** CHF 20'000.00

**LIBIERUNG:** 20'000.00 liberiert

**KAPITALGLIEDERUNG:**
**GLIEDERUNGSART:** Stammeinlage

**ANZAHL:** 200

**STUCKELUNGSBETRAG:** CHF 100.00

Creditreform Schweizer Firmenprofile

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## **AZ SWISS & PARTNERS SA;; Creditreform Schweizer Firmenprofile**

6. März 2022

### **AZ SWISS** & PARTNERS SA;

Via Carlo Frasca 5

Lugano 6900

Schweiz/Switzerland

### **ADDRESSENÄNDERUNG:**

**DATUM:** 26. Oktober 2015

**LETZTES DOMIZIL:** Paradiso

**NEUES DOMIZIL:** Lugano

## **Kommunikation**

---

**Telefon:** 0919101400

**Internet:** [www.azimut-group.com](http://www.azimut-group.com)

## **Firmenkennzeichen**

---

**CREFO-NR:** 421569192

## **Firmeninfo**

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**Gegründet:** 2012

**Rechtsform:** Aktiengesellschaft / Handelsregistereintrag: 30.10.2012

**Beschäftigte:**

**BESCHÄFTIGTE:** 08

**LETZTE ÄNDERUNG IM HANDELSREGISTER:** 22. September 2021

**MITTEILUNGSART:** Schuldenruf infolge Fusion

**PUBLIKATIONSdatum:** 23. September 2021

**PUBLIKATIONSORGAN:** fusc

**BEMERKUNGEN ZU AMTLICH MELDUNGEN:** crediti a: ,

**STAND DES VERFAHRENS:** 3. Publikation

**PUBLIKATIONSdatum:** 27. September 2021

**PUBLIKATIONSORGAN:** fusc |DOC

## **Geschäftsführung**

---

**VERWALTUNGSRAT:**

**NAME:** Nino Addonizio

**STELLUNG:** Mitglied

**ORT:** Ruvigliana (Lugano)

**LAND:** Schweiz

**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien

**NATIONALITÄT:** Italien

**NAME:** Massimo Guiati

**STELLUNG:** Mitglied

**ORT:** Hong Kong (CN)

**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien

**NATIONALITÄT:** Italien

**NAME:** Giorgio Medda

**STELLUNG:** Mitglied

**ORT:** Luxembourg (LU)

**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien

**NATIONALITÄT:** Italien

**NAME:** Alfredo Serica

**STELLUNG:** Mitglied

**ORT:** Dubai (AE)

**LAND:** Schweiz

**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien

**NATIONALITÄT:** Schweiz

**BÜRGERORT:** Chiasso

**NAME:** Antonio Varvara

**STELLUNG:** Mitglied

**ORT:** Como (IT)

**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien

**NATIONALITÄT:** Italien

**NAME:** Gabriele Roberto Blei

**STELLUNG:** Präsident

**ORT:** Milano (IT)

**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien

**NATIONALITÄT:** Italien

**NAME:** Andrea Fiorelli

**STELLUNG:** Vizepräsident

**ORT:** Lugano

**LAND:** Schweiz

**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien

**NATIONALITÄT:** Italien

## AZ SWISS &amp; PARTNERS SA;; Creditreform Schweizer Firmenprofile

**DIREKTION:****NAME:** Nicola Frondizi**STELLUNG:** Generaldirektor**ORT:** Lugano**LAND:** Schweiz**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien**NATIONALITÄT:** Italien**NAME:** Francesco Camevale Carlino**STELLUNG:** Vizedirektor**ORT:** Como (IT)**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien**NATIONALITÄT:** Italien**NAME:** Gian Luca Noce**STELLUNG:** Vizedirektor**ORT:** Castagnola (Lugano)**LAND:** Schweiz**ZEICHNUNGSBERECHTIGUNG:** Kollektivunterschrift zu zweien**NATIONALITÄT:** Italien

## **Geschäftstätigkeit**

---

Società nata nell'ottobre 2012 come società di advisory infra-gruppo del gruppo Azimut. Si occupa della gestione patrimoniale di investimenti collettivi di capitale (UCITS e FIA di diritto lussemburghese), della gestione patrimoniale di singoli portafogli e consulenza d'investimento individuale per clientela privata e istituzionale, della distribuzione di investimenti collettivi di capitale ad investitori qualificati.

**GESCHÄFTSGANG:** Erwartungsgemäss**ENTWICKLUNG:** Konstante Geschäftsentwicklung**EXPORTANTEIL:** 0

## **Markt und Industrie**

---

**BRANCHEN:**

64990 - Investmentgesellschaften

La fornitura di servizi finanziari, l'offerta di strumenti finanziari nonché la gestione patrimoniale individuale, la gestione di investimenti collettivi di capitale e ogni altra attività atta a perseguire lo scopo sociale. La società, nello svolgimento delle attività e dei servizi previsti nello scopo sociale, può assumere partecipazioni anche totalitarie in altre società nei limiti stabiliti dalla legge.

## **Finanzdaten**

---

## AZ SWISS &amp; PARTNERS SA;; Creditreform Schweizer Firmenprofile

	<b>UMSATZ</b>
<b>JAHR</b>	<b>UMSATZ (Mio.)</b>
2022	CHF 2.40
2021	CHF 2.40
2020	CHF 2.40
2019	CHF 2.40
2018	CHF 2.40
2017	CHF 2.40

**BEMERKUNGEN:** Branchenüblicher Jahresumsatz lt. Schätzung.

## **Dienstleistungsfirmen**

---

**REVISIONSSTELLE:**

**NAME:** PricewaterhouseCoopers SA

**ORT:** Lugano

**LAND:** Schweiz

**ZEICHNUNGSBERECHTIGUNG:** ohne Unterschrift

**RECHTSFORM:** Zweigniederlassung

**HANDELREGISTEREINTRAG:** 3. September 1998

**KAPITAL:**

**KAPITALART:** Aktienkapital

**KAPITAL:** CHF 200'000.00

**LIBIERUNG:** 200'000.00 liberiert

**KAPITALGLIEDERUNG:**

**GLIEDERUNGSART:** Vinkul. Namenaktien

**ANZAHL:** 20'000

**STÜCKELUNGSBETRAG:** CHF 10.00

**KAPITALÄNDERUNG:**

**KAPITALART:** Aktienkapital

**GV DATUM:** 22. April 2016

**ÄNDERUNGSART:** Erhöhung

**BETRAG ALTES KAPITAL:** CHF 100'000.00

**BETRAG NEUES KAPITAL:** CHF 200'000.00

**FUSION:**

**FUSIONDATUM:** 22. September 2021

**FUSIONART:** Fusion

**RECHTSFORM DER ÜBERNOMMENEN FIRMA:** Aktiengesellschaft Merger Requirements:

**AKTIVEN:** CHF 5.31 Mio.

**ÜBERNAHMEPREIS:** CHF 4.73 Mio.

**NAMENSÄNDERUNG:**

**DATUM:** 22. April 2016

AZ SWISS & PARTNERS SA;; Creditreform Schweizer Firmenprofile

**ALTES DOMIZIL:** AZ SWISS SA

**NEUES DOMIZIL:** AZ SWISS & PARTNERS SA

Creditreform Schweizer Firmenprofile

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## **NY Business Lawyers; Zoom Company Information**

April 2022

NY Business Lawyers  
533 Ash St  
Ballwin, Missouri 63024  
United States

### **Communications**

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**Telephone:** (636) 620-5331  
**Website:** [www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)

### **Company Information**

---

**Employees:** 33

#### **CROSS-REFERENCE:**

[www.nybusinesslawyers.com](http://www.nybusinesslawyers.com)  
[nybusinesslawyers.com](http://nybusinesslawyers.com)  
NY Business Lawyers  
Sav.com LLC  
[nybusinesslawyers.com](http://nybusinesslawyers.com)  
**AZ Swiss** & Partners SA

### **Description**

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If you have worked with a company/person that used this domain name in the past, it typically means that they no longer own this domain name and its being listed for sale by someone else. We would love to be able to help you reach them a different way but are not given any contact details for the previous owner. Have a question about a domain you own or want to purchase? Now those we can help with! Contact Us

### **Financials**



**REVENUE:** USD 6,502,000

## **Classification**

---

**Subject:** DOMAIN NAMES (90%)



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## **AZ Swiss Invest Finance Holding AG in Liquidation; Company Profiles Switzerland**

April 24, 2022

**AZ Swiss** Invest Finance Holding AG in Liquidation

ohne Domizil-sans domicile-senza indirizzo

Switzerland

**Other Address:** Legal domicile: ScuolRegistered address:ohne Domizil-sans adresse-senza  
recapitoGRSwitzerland

**County:** GR

### **Company Identifiers**

---

**WORLD BOX-NR:** 9-791-342.CH

**REGISTER NUMBER:** 350.3.011.650-6

### **Company Information**

---

**Founded:** 2013

**Legal Status:** Company limited by shares

**Operating Status:** Dissolved

### **Description**

---

**Industry Type:**

**LINE OF BUSINESS:** Provider of accommodation services

**INDUSTRY DIVISION:** Services

### **Market And Industry**

---

**NACE:**

5510 - Hotels and similar accommodation WBL: <http://www.worldbox.net/company/CH0009791342>

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## **SDB Financial Solutions SA; Mergerstat M&A Database**

**Target:** SDB Financial Solutions SA

**Buyer:** **AZ Swiss** & Partners SA

**Last Update:** May 1, 2022

**Announce Date:** June 26, 2017

**Effective Date:** January 8, 2018

**Deal Number:** 3012698

## **Transaction Summary**

---

Deal Type:

Purpose:

Closing Date:

Source of Funds:

Acquisition / Merger;

Strategic

January 8, 2018

Source of Funding Not Disclosed

**AZ Swiss** & Partners SA, a subsidiary of Azimut Holding SpA, acquired SDB Financial Solutions SA for CHF8.1 million (US\$8.4 million). The acquisition complements **AZ Swiss** & Partners SA's Financial services. Following the acquisition, SDB Financial Solutions SA would continue to be headed by its management team. The transaction was subject to regulatory approval. Founded in 2008 by Alfredo Serica, SDB Financial Solutions SA is located in Lugano, Switzerland and provides investment advice. It has 4 employees. The deal was closed as expected in January 2018.

Deal Description:

Original Offer Price:

Closing Offer Price:

\$8.4

\$8.4

Rank order of pricing event

1.

## SDB Financial Solutions SA; Mergerstat M&amp;A Database

Percent Sought:	100 %
Method of Payment:	CASH
Cash Payment:	\$8.4
Base Equity Price:	\$8.4
Total Invested Capital:	\$8.4
Enterprise Value of the Deal:	\$8.4
Term Change Code:	Completion
Term Price Increase:	0
Term Price Decrease:	0

2.

Effective Date:	June 26, 2017
Percent Sought:	100 %
Method of Payment:	CASH
Cash Payment:	\$8.4
Base Equity Price:	\$8.4
Total Invested Capital:	\$8.4
Enterprise Value of the Deal:	\$8.4
Term Change Code:	Announcement
Term Price Increase:	0
Term Price Decrease:	0

## Target Details

---

Name:	SDB Financial Solutions SA
Address:	Via Nassa 5 Lugano, Ticino
Country:	(Ticino) 6900 Switzerland

### DEALS BY PARTICIPANT:

Total Number of Transactions as a Legal Advisor:	0
Total Number of Transactions as a Financial Advisor:	0
Total Number of Transactions as an Accountant:	0
Number of Total Transactions as Buyer:	0
Number of Total Transactions in the last 12 Months as Buyer:	0
Number of Total Transactions as Seller:	1
Number of Total Transactions in the last 12 Months as Seller:	0
Total Transaction Value for all Transactions as Seller:	8.4
Total Transaction Value for all Transactions as Buyer:	0
Total Transaction Value in the last 12 Months as Seller:	0
Total Transaction Value in the last 12 Months as Buyer:	0
Average Transaction Value for all Transactions as Seller:	8.4
Average Transaction Value for all Transactions as Buyer:	0
Average Transaction Value in the last 12 Months as Seller:	0
Average Transaction Value in the last 12 Months as Buyer:	0
Maximum Transaction Value for all Transactions as Seller:	8.4
Maximum Transaction Value for all Transactions as Buyer:	0

## SDB Financial Solutions SA; Mergerstat M&amp;A Database

Maximum Transaction Value in the last 12 Months as Seller:	0
Maximum Transaction Value in the last 12 Months as Buyer:	0

## Buyer Details

---

Name:	<b><u>AZ Swiss</u></b> & Partners SA
Address:	via Carlo Frasca 5 Lugano,
Country:	Ticino (Ticino) 6900
Role:	Switzerland
Deal Currency:	Bidder / Purchaser
Financial Currency:	USD
Entity Type:	USD
Primary SIC:	SUB
Industry:	6282-Investment Advice
Sector:	4845-Investment Managers
	4800-Finance

### DEALS BY PARTICIPANT:

Total Number of Transactions as a Legal Advisor:	0
Total Number of Transactions as a Financial Advisor:	0
Total Number of Transactions as an Accountant:	0
Number of Total Transactions as Buyer:	2
Number of Total Transactions in the last 12 Months as Buyer:	0
Number of Total Transactions as Seller:	0
Number of Total Transactions in the last 12 Months as Seller:	0
Total Transaction Value for all Transactions as Seller:	0
Total Transaction Value for all Transactions as Buyer:	8.4
Total Transaction Value in the last 12 Months as Seller:	0
Total Transaction Value in the last 12 Months as Buyer:	0
Average Transaction Value for all Transactions as Seller:	0
Average Transaction Value for all Transactions as Buyer:	8.4
Average Transaction Value in the last 12 Months as Seller:	0
Average Transaction Value in the last 12 Months as Buyer:	0
Maximum Transaction Value for all Transactions as Seller:	0
Maximum Transaction Value for all Transactions as Buyer:	8.4
Maximum Transaction Value in the last 12 Months as Seller:	0
Maximum Transaction Value in the last 12 Months as Buyer:	0

### OTHER FINANCIALS:

Stock Price 30 Days Prior:	\$21.865194
Stock Price 5 Days Prior:	\$20.061932
Stock Price 1 Day Prior:	\$20.137283
Share Price 2 Weeks Prior (\$):	\$19.924649
Share Price 1 Month Prior (\$):	\$20.98782
Share Price 2 Months Prior (\$):	\$20
Share Price 90 Days Prior (\$):	\$18.918249
Share Price 1 Year Max Prior (\$):	\$21.892031
Share Price 1 Year Min Prior (\$):	\$14.416804

## Classification

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SDB Financial Solutions SA; Mergerstat M&A Database

**Subject:** INVESTMENT MANAGEMENT (90%); FINANCIAL PLANNING (77%); INVESTMENT ADVISERS (77%);  
BANKING & FINANCE (72%)

Mergerstat M&A Database

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## **Azimut Holding SpA; LexisNexis® Corporate Affiliations™**

May 2, 2022

Azimut Holding SpA

### **Additional Information**

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\*\*\*\*\* HIERARCHY \*\*\*\*\*

(LEVEL) COMPANY

- (P) Azimut Holding SpA(Parent), Milan, Italy
- (11) AZ Fund Management S.a. (Subsidiary), Luxembourg, Luxembourg
- (12) AZ Investment Management (Subsidiary), Shanghai, China
- (13) AZ Life Ltd (Subsidiary), Dublin, Ireland
- (14) AZ Swiss S.a. (Subsidiary), Paradiso, Switzerland
- (15) Azimut Consulenza Sim Spa (Subsidiary), Sassuolo, Italy
- (16) Compagnie de Gestion Privee Monegasque SAM (Subsidiary), Monte Carlo, Monaco
- (17) Katarsis Capital Advisors Sa (Subsidiary), Lugano, Switzerland

### **Classification**

---

**Company:** AZIMUT HOLDING SPA (91%%)

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## Bibliography

1. AZ SWISS SA, Company Register Switzerland (October 30, 2012)

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## Bibliography

1. AZ SWISS SA, Company Register Switzerland (October 30, 2012)

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## Bibliography

1. AZ SWISS SA, Company Register Switzerland (March 4, 2013)

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## Bibliography

1. AZ SWISS SA, Company Register Switzerland (March 4, 2013)

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End of Document

## **Bibliography**

1. SIQURGEST Sagl, Company Register Switzerland (March 5, 2013)

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## Bibliography

1. AZ Swiss Invest Finance Holding AG, Company Register Switzerland (April 23, 2013)

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End of Document

## Bibliography

1. **AZ SWISS** SA, Company Register Switzerland (February 27, 2014)

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End of Document

## **Bibliography**

1. SIQURGEST SAGL IN LIQUIDAZIONE, Worldbase (April 13, 2015)

---

End of Document



## **Bibliography**

1. Kappenberger Holding GmbH & Co. KG, Jahresabschlüsse (Bundesanzeiger Verlag) (8. Mai 2015)

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End of Document

## Bibliography

1. AZ SWISS SA, Company Register Switzerland (October 26, 2015)

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End of Document

## Bibliography

1. **AZ Swiss** Invest Finance Holding AG, Company Register Switzerland (December 7, 2015)

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End of Document

## Bibliography

1. AZ SWISS SA, Company Register Switzerland (April 22, 2016)

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End of Document

## Bibliography

1. **AZ Swiss** Invest Finance Holding AG, Company Register Switzerland (September 8, 2016)

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End of Document

## Bibliography

1. AZ Swiss Invest Finance Holding AG in Liquidation, Company Register Switzerland (October 11, 2016)

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## Bibliography

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EXHIBIT 13A

# Cardinal Resources (Bermuda) Ltd

September 17, 2014

His Beatitude, Fouad Twal  
The Patriarch of Jerusalem  
Jaffa Gate, Old City  
P.O. Box 14152  
Jerusalem 91141

**RE: Proposed Partnership with Cardinal Resources (Bermuda) Ltd  
Donations / Distributions to LBJ & AUM**

Your Beatitude,

As a follow up to our meetings and discussions, Cardinal Resources is looking forward to support the Patriarch raise capital for your multiple causes, including alternative means to refinance American University at Madaba's ("AUM") debt and fund the Phase II construction plans. We appreciate that the funding will enable the university to continue and sustain its educational mission, create a culture of peace and dialogue and promote mutual understanding and respect for every person within the community, regardless of nationality, religion or race.

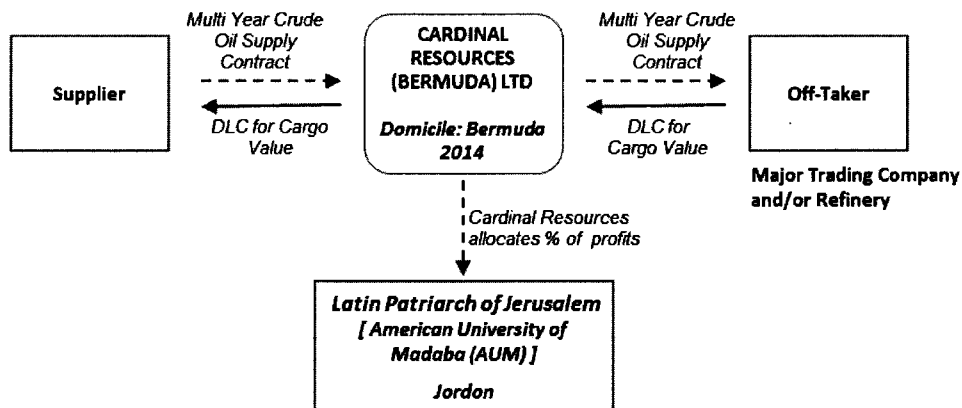
To facilitate the respective needs of Cardinal Resources, AUM and the Patriarchate, Cardinal Resources (Bermuda) Ltd was created as a Special Purpose Vehicle (SPV) to serve as a trading entity to represent all parties' interest. Cardinal Resources objective will be to source long term contracts with suppliers and off takers. The margins available under these contracts shall be shared under a pre-determined formula that recognizes the roll of the partners, the risks assumed by the partner, tax implications and the banking requirements to fund the SPV.

We look forward to discussing various ways in which the Latin Patriarch of Jerusalem can support our endeavors; including, if necessary, the ability to use the status as a sovereign entity for Cardinal Resources to negotiate supply terms with a country and/or national oil company and/or the sale of product to a major oil company or national oil company. Several potential supporters, in particular a national oil company in S.E. Asia have indicated a willingness to engage in long term procurement agreements, 3-5 years, if the supplier is a sovereign entity or associated with a sovereign entity. This is to satisfy internal compliance requirements related to foreign corrupt practices.

Cardinal Resources has the wherewithal to finance the SPV, including the potential support of an independent financial investor with significant interests in oil refining and distribution.

The following is an illustration of a potential structure incorporating the flow of contracts and funds:

## Cardinal Resources (Bermuda) Ltd



The intent of this document is neither a guarantee nor commitment by either party, but shall function as a letter of intent for the parties to explore opportunities to create a partnership of mutually benefit.

We respect that all parties affiliated with the SPV will have the ability and right to undertake due diligence to satisfy their compliance standards. Cardinal Resources shall be operated consistent with international financing standards and in accordance with common business practices involving both sovereign and private corporate transactions. The Parties agree that standards of contracts and documentation shall be in compliance with international banking and treasury practices.

After spending time in Jerusalem and Jordan visiting with AUM and gaining an appreciation of the Patriarch's mission, Cardinal Resources has assembled the support of multiple partners desirous of promoting LPJ /AUM's educational mission and aspiration to create a culture of peace, and promote mutual understanding and respect for every person within the community, regardless of nationality, religion or race.

Your Beatitude, we thank you for your support and look forward to working with you and your organization to pursue new and innovative solutions to fund some of the Latin Patriarch of Jerusalem's missions, including the financing of the Phase II construction plans at AUM in Madaba Jordan.

We look forward to receiving your confirmation to advance negotiations and further engage with key stakeholders.

Respectfully,

Charles P Sweeney, Jr.

**EXHIBIT 13B**



LPJ LETTERHEAD

Jerusalem, September 18, 2014

Messrs. Cardinal Resources (Bermuda) Ltd.  
21 Richmond Road,  
Pembroke, HM 08  
Bermuda

Attn: Mr. Charles Sweeney  
Mr. Michael Phelan

**Re: Cardinal Resources (Bermuda) Ltd Partnership**

Dear Sirs:

As the Latin Patriarch of Jerusalem (LPJ) it is my pleasure to write you regarding your interest in supporting the LPJ and American University of Madaba (AUM) in Jordan. AUM is wholly owned by the Latin Patriarchate, the Catholic Church of the Holy Land, based inside the Old City of Jerusalem. As the Ambassador of the Holy See, we have a direct reporting responsibility to our Holy Father at the Vatican. As you know, the Vatican City State is the smallest internationally recognized independent and sovereign state in the world.

In recognition of the successful beginning of AUM, His Holiness Pope Benedict XVI blessed AUM's corner stone during his pilgrimage to Jordan in May 2009, HM King Abdullah II of Jordan formally inaugurated the university in May 2013 and his Holiness Pope Francis recently visited the University in May 2014. All of this information is on AUM's web site; <http://aum.edu.jo/en/> or <https://www.youtube.com/watch?v=IM3jQRtDfis>.

AUM has accomplished many milestones to date and is rapidly becoming an inspiration and recognized as the type of institution needed to support the future needs of the region. AUM was founded on a principle "Sapientia et Scientia", meaning wisdom and science. The fostering of these principles are foundational to a motivation in Jordan and true leadership through emancipation. We believe the continued growth of AUM is essential to peace and prosperity in the Middle East.

Prior to establishing AUM, our research showed that the young students from the Middle East region were seeking an ethnically diverse academic experience, a liberal arts education and a university that is affiliated with a prestigious international university. Based on this research, we collaborated with and obtained the support of key stakeholders; The Latin Patriarch of Jerusalem, The Vatican, The Kingdom of Jordan and University New Hampshire and set forth on a path to deliver the academic environment the next generation desired. Our goal is to shape the AUM's students into future leaders of the Middle East.

The innovative solutions and financial resources available through Cardinal Resources, can support AUM's goal of expanding from the current 1600 to 8000 students and thus expand our impact regionally and globally for peace and leadership. The university has experienced wide support from Christian, Muslim and non-denominational students. We have received continued interest from students from neighboring countries including Saudi Arabia, Egypt, Syria, Tunisia and Palestine. Increases in financial support will enable AUM to attract additional students, both regionally and internationally, to pioneer a culture of peace, progress and justice.

We have defined goals and set targets to enable AUM to reach out and serve this society. Our short term goals include refinancing of existing construction debt, ~US\$50 million and raise an

additional ~US\$30-40 million to support the Phase II construction plans. The Phase II construction plans will likely be funded by a combination of tuition income, donations and with the proceeds available through partnerships with firms like Cardinal Resources.

Your efforts to provide innovative solutions and continuing interest to raise capital for LPJ/AUM is deeply appreciated. LPJ is accepting to further explore Cardinal Resources' ideas to financially support the Latin Patriarch and look for your guidance on ways to proceed. We are in agreement to pursue a strategic relationship that incorporates a corporate structure with Cardinal Resources with the goal of distributing a revenue stream to the benefit of the Latin Patriarch. This will enable the LPJ and AUM to continue its educational mission, create a culture of peace and dialogue and promote mutual cross cultural understanding leading to respect for every person within the community, regardless of nationality, religion or race.

To facilitate Cardinal Resources' needs, we, the Latin Patriarch of Jerusalem, confirm we have the requisite backing to support Cardinal Resources with your undertakings. We look forward to understanding Cardinal Resources next steps. Should any interested stakeholder have an interest in undertaking due diligence to discuss our level of support, we remain available.

We greatly appreciate your generosity and commitment to support the LPJ and AUM. The contributions from benefactors and supporters like Cardinal Resources will bring about a major development not just for growth of the university, but also for the Latin Patriarch of Jerusalem to continue in our mission of serving the society in Jordan and the Holy Land to make a qualitative improvement in peace around the world.

May God bless you in all your endeavors.

Very truly yours,

His Beatitude Fouad Twal  
Latin Patriarch of Jerusalem

EXHIBIT 13C

# Cardinal Resources (Bermuda) Ltd

September 15, 2014

His Beatitude, Fouad Twal  
Fr. Michael McDonagh  
Jaffa Gate, Old City Jerusalem  
P.O.Box 14152  
Jerusalem 91141

## **RE: AUM Refinancing:**

Your Eminence & Fr. Michael.

Thank you for your email of August 29, 2014.

We don't know how to respond to the comment that the school Advisors do not believe AUM can repay a US\$100M loan. We structured a proposed loan based on conversations with Benjamin on the existing loans, the Phase II construction plans and his comments that the Deloitte Report projects that the tuition revenue in 2020 would be robust enough to support \$100-\$125M of debt.

One of the reasons that we have been anxious to receive the full Deloitte report was to understand AUM's revenue and expense assumptions. We also need to speak with the AUM's VP of Finance to get his support that our assumptions for tuition income is accurate.

We do not have an issue refinancing the existing \$50M of debt and postponing the Phase II construction plans until a cohesive strategy has been developed and ready for implementation. As for managing the existing ~US\$50M of debt, which sounds like its inefficient and costly, AUM should take advantage of the cheap debt that is currently available. Our recommendation is to refinance the debt with a short term loan, in the range of 5-10 year maturity and with payments that only requires interest payments. To provide some breathing room over the next few years, the loan can be increased to capitalize first two years of interest payments over the first two to three years. Over the next few years while the university is increasing enrollment and tuition revenues, AUM can build partial principal payments.

The following two charts illustrate possible loan structures.

Loan	\$60,000,000	Year 1	Year 2	Year 3	Year 4	Year 5
Interest Pymnts	5.5%	\$3,300,000	\$3,300,000	\$3,300,000	\$3,190,000	\$2,850,833
Principal Pymnts		\$0	\$0	\$0	\$4,000,000	\$4,000,000
Ann Debt Serv		\$3,300,000	\$3,300,000	\$3,300,000	\$7,190,000	\$6,850,833
Balance		\$60,000,000	\$60,000,000	\$60,000,000	\$56,000,000	\$52,000,000

\$10M capitalized and used to fund the first 36 months of payments

## AUM DEBT REFINANCING

Loan	\$70,000,000	Year 1	Year 2	Year 3	Year 4	Year 5
Interest Pymnts	5.5%	\$3,850,000	\$3,850,000	\$3,850,000	\$3,850,000	\$3,850,000
Balance		\$70,000,000	\$70,000,000	\$70,000,000	\$70,000,000	\$70,000,000

\$20M capitalized and used to fund the first 60 months of payments

Both of these structures allow for the university to use the next two to five years to properly plan and invest in the future. As there are no payments due for either 37 or 61 months, these loans will enable the university to allocate tuition dollars to build some of the structures as planned in the Phased II & III construction plans. At maturity or when the construction is completed, AUM can secure a long term 20+ year mortgage.

If the game plan is to secure a smaller loan, we still need due diligence information. Fundamental to building to a debt structure is getting the lender comfortable on the growth of tuition income from new student growth. We don't want to rely solely on the collateral of LPJ nor do we want to see any real estate liquidated to redeem the loan. We likely do not need any more collateral than the property at Rafat. With a recently appraised value of \$168M, we should be able to find a lender to fund a loan up to 50% of the value of the property.

For lenders, we still have interest from Morgan Stanley, Goldman Saks, William Blair & Co and Franklin Templeton, who are looking for guidance from us. Earlier today I was on a call with Morgan Stanley and they have a Family trust based in Rome that may have an interest in making a donation, providing a grant and possibly refinancing the existing debt. Their criteria for investment is that 1) the entity be a nonprofit, 2) the entity must be a well-known entity of significant size and 3) the purpose must be for humanitarian purposes. They typically invest in hospitals, schools and agricultural related projects. Ideally they would like to see the investment flow through AUM's 501 (C ) 3 entity that Ben set up in New Hampshire.

We also have interest from a South African company that is interested in providing a 15 year loan, minimum of US\$100M. They have offered to provide a discounted interest rate, in the 2-3% range, and a deferment of payments, up to 36 months. The loan is conditional on participating in a partnership in the trading business. We are still working on the details.

### CAPITAL FOR THE LATIN PATRIARCH

If the timing is off on the debt refinancing, we are willing to delay that activity until the scheduling is more appropriate.

Notwithstanding the debt, we would like to move forward with our original plans involving a partnership with the LPJ for the LPJ to obtain a percentage of the profits. It's an alternative approach for the LPJ to generate an income stream from long term contracts. Over the last two months we have secured the interest from multiple organizations and high net worth individuals that want to support the LPJ, AUM and Roots of Peace. They range from the National Oil Company in Indonesia (PERTAMINA), a Mormon family fund (Mr. Thad Call) based in Salt Lake City, a Pharmaceutical company based in Vienna Austria and Morgan Stanley Trading.

## AUM DEBT REFINANCING

We have also already reached out to Chevron & Shell Oil's Foundations for their thoughts on funding the work streams and equipment requirements to clean up the Niger Delta to convert the contaminated land and convert it into agricultural land. When we shared with them the potential participants; Cardinal Resources, LPJ, AUM, Roots of Peace, both were receptive and requested to see our business plan. We've been delaying the business plans for we were committed to allocate the resources to refinance the loan.

These companies appreciate the AUM / LPJ story and understand it's much easier for them to mobilize support for this kind of structure, accept that part of their proceeds are supporting a good cause, then it is to obtain the approvals to make a large donation.

Can we have a call to discuss where things stand on the due diligence process? It should not take much more than a few days for a financial officer at AUM to gather the information.

All the best,

A handwritten signature in black ink, appearing to read 'Charlie Sweeney' with a stylized flourish at the end.

Charlie Sweeney

PS: I hope that I'm as youthful and energetic as you when I approach 75.

CC: Brian Sweeney

EXHIBIT 14A

Form **990**  
Department of the Treasury  
Internal Revenue Service

# Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- Do not enter social security numbers on this form as it may be made public  
Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990)

OMB No 1545-0047

**2016**

Open to Public Inspection

**A For the 2016 calendar year, or tax year beginning 08-01-2016, and ending 07-31-2017**

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization QUEEN OF PEACE FOUNDATION		<b>D</b> Employer identification number 20-8910467
	Doing business as		<b>E</b> Telephone number (650) 576-4767
	Number and street (or P.O. box if mail is not delivered to street address) 9317 CACTUS WOOD DRIVE	Room/suite	
	City or town, state or province, country, and ZIP or foreign postal code LAS VEGAS, NV 89134		
<b>F</b> Name and address of principal officer REV BERNARD POGGI		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "No," attach a list (see instructions) <b>H(c)</b> Group exemption number ▶	
<b>I</b> Tax-exempt status <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no ) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
<b>J</b> Website: ▶ WWW.QOPF.ORG			
<b>K</b> Form of organization <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		<b>L</b> Year of formation	<b>M</b> State of legal domicile

**Part I Summary**

Activities & Governance	<b>1</b> Briefly describe the organization's mission or most significant activities WE AIM TO WORK AT THE SERVICE OF HUMANITARIAN RELIEF TO THE POOR, THE DISTRESSED AND TO UNDERPRIVILEGED CHILDREN THROUGH THE DEVELOPMENT AND ADVANCEMENT OF EDUCATIONAL PROGRAMS		
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets		
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	5
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	0
	<b>5</b> Total number of individuals employed in calendar year 2016 (Part V, line 2a)	<b>5</b>	0
	<b>6</b> Total number of volunteers (estimate if necessary)	<b>6</b>	10
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	0
<b>b</b> Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>		
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	<b>9</b> Program service revenue (Part VIII, line 2g)	156,792	237,169
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)		0
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	156,792	237,169
Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3)	162,100	175,202
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)		0
	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		0
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)		0
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)		158
	<b>18</b> Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	162,100	175,360
<b>19</b> Revenue less expenses Subtract line 18 from line 12	-5,308	61,809	
Net Assets or Fund Balances	<b>20</b> Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	<b>21</b> Total liabilities (Part X, line 26)	18,040	79,849
	<b>22</b> Net assets or fund balances Subtract line 21 from line 20	18,040	0

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Sign Here	Signature of officer BERNARD POGGI President Type or print name and title		Date 2017-06-01	
	Print/Type preparer's name Fawzi Habhab EA	Preparer's signature Fawzi Habhab EA	Date	Check <input checked="" type="checkbox"/> if self-employed PTIN P00506225
Paid Preparer Use Only	Firm's name ▶ PETRA CONSULTING & ACCOUNTING GROUP INC		Firm's EIN ▶	
	Firm's address ▶ 6400 VILLAGE PKWY STE 205 DUBLIN, CA 945683006		Phone no (925) 551-7755	

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No



**Part III** Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☒ Yes ☐ No**1** Briefly describe the organization's mission

WE AIM TO WORK AT THE SERVICE OF HUMANITARIAN RELIEF TO THE POOR, THE DISTRESSED AND TO UNDERPRIVILEGED CHILDREN THROUGH THE DEVELOPMENT AND ADVANCEMENT OF EDUCATIONAL PROGRAMS

**2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O

**3** Did the organization cease conducting, or make significant changes in how it conducts, any programservices? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O

**4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported**4a** (Code ) (Expenses \$ 70,000 including grants of \$ 70,000 ) (Revenue \$ )

See Additional Data

**4b** (Code ) (Expenses \$ 52,330 including grants of \$ ) (Revenue \$ )





See Additional Data

**4c** (Code ) (Expenses \$ 30,000 including grants of \$ 30,000 ) (Revenue \$ )

See Additional Data

**4d** Other program services (Describe in Schedule O )  
(Expenses \$ 22,872 including grants of \$ ) (Revenue \$ )**4e** Total program service expenses ▶ 175,202

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A 	<b>1</b> Yes	
<b>2</b> Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	<b>2</b>	No
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	<b>3</b>	No
<b>4 Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	<b>4</b>	No
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	<b>5</b>	No
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	<b>6</b>	No
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	<b>7</b>	No
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	<b>8</b>	No
<b>9</b> Did the organization report an amount in Part X, line 21 for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	<b>9</b>	No
<b>10</b> Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	<b>10</b>	No
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	<b>11a</b>	No
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	<b>11b</b>	No
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	<b>11c</b>	No
<b>d</b> Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	<b>11d</b>	No
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	<b>11e</b>	No
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	<b>11f</b>	No
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	<b>12a</b>	No
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	<b>12b</b>	No
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	<b>13</b>	No
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States?	<b>14a</b>	No
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV 	<b>14b</b>	No
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV 	<b>15</b> Yes	
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV 	<b>16</b> Yes	
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	<b>17</b>	No
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	<b>18</b>	No
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	<b>19</b>	No

**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H . . . . .</i>		No
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II . . . . .</i>		No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III . . . . .</i>	Yes	
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J . . . . .</i>		No
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a . . . . .</i>		No
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? . . . . .		No
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? . . . . .		No
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? . . . . .		No
<b>25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I . . . . .</i>		No
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I . . . . .</i>		No
<b>26</b> Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II . . . . .</i>		No
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III . . . . .</i>		No
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions)		
<b>a</b> A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV . . . . .</i>		No
<b>b</b> A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV . . . . .</i>		No
<b>c</b> An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV . . . . .</i>		No
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M . . . . .</i>		No
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M . . . . .</i>		No
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I . . . . .</i>		No
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II . . . . .</i>		No
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I . . . . .</i>		No
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1 . . . . .</i>		No
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)?		No
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2 . . . . .</i>		No
<b>36 Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2 . . . . .</i>		No
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI . . . . .</i>		No
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note.</b> All Form 990 filers are required to complete Schedule O . . . . .		No

**Part V Statements Regarding Other IRS Filings and Tax Compliance**Check if Schedule O contains a response or note to any line in this Part V ☐

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
<b>1c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return.		
<b>2b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions).		No
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		No
<b>3b</b>	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O.		No
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		No
<b>b</b>	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		No
<b>5b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		No
<b>5c</b>	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		No
<b>6b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>7a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		No
<b>7b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>7c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		No
<b>7d</b>	If "Yes," indicate the number of Forms 8282 filed during the year.		
<b>7e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		No
<b>7f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		No
<b>7g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		No
<b>7h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		No
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		No
<b>9a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		No
<b>9b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		No
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter		
<b>10a</b>	Initiation fees and capital contributions included on Part VIII, line 12.		
<b>10b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities.		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter		
<b>11a</b>	Gross income from members or shareholders.		
<b>11b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them).		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		No
<b>12b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year.		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>13a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		No
<b>13b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans.		
<b>13c</b>	Enter the amount of reserves on hand.		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		No
<b>14b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.		

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.Check if Schedule O contains a response or note to any line in this Part VI ☒**Section A. Governing Body and Management**

	Yes	No
<b>1a</b> Enter the number of voting members of the governing body at the end of the tax year	5	
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O		
<b>b</b> Enter the number of voting members included in line 1a, above, who are independent	0	
<b>2</b> Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2	No
<b>3</b> Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?	3	No
<b>4</b> Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4	No
<b>5</b> Did the organization become aware during the year of a significant diversion of the organization's assets?	5	No
<b>6</b> Did the organization have members or stockholders?	6	No
<b>7a</b> Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a	No
<b>b</b> Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b	No
<b>8</b> Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following		
<b>a</b> The governing body?	8a	No
<b>b</b> Each committee with authority to act on behalf of the governing body?	8b	No
<b>9</b> Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	9	No

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
<b>10a</b> Did the organization have local chapters, branches, or affiliates?	10a	No
<b>b</b> If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	
<b>11a</b> Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	No
<b>b</b> Describe in Schedule O the process, if any, used by the organization to review this Form 990		
<b>12a</b> Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	No
<b>b</b> Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	No
<b>c</b> Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	No
<b>13</b> Did the organization have a written whistleblower policy?	13	No
<b>14</b> Did the organization have a written document retention and destruction policy?	14	No
<b>15</b> Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b> The organization's CEO, Executive Director, or top management official	15a	No
<b>b</b> Other officers or key employees of the organization	15b	No
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions)		
<b>16a</b> Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	No
<b>b</b> If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

**Section C. Disclosure**

**17** List the States with which a copy of this Form 990 is required to be filed

**18** Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
☐ Own website ☐ Another's website ☐ Upon request ☐ Other (explain in Schedule O)

**19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year

**20** State the name, address, and telephone number of the person who possesses the organization's books and records  
 ▶ BERNARD POGGI 1049 SHELL BLVD 8 FOSTER CITY, CA 94404 (650) 576-4767

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Check if Schedule O contains a response or note to any line in this Part VII

## Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

[illegible]

[illegible]

		Yes	No
3	Did the organization list any <b>former</b> officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual . . . . .</i>	3	No
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual . . . . .</i>	4	No
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person . . . . .</i>	5	No

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

Form 990 (2016)

**Part VIII Statement of Revenue**Check if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns . . .	<b>1a</b>				
	<b>b</b> Membership dues . . .	<b>1b</b>				
	<b>c</b> Fundraising events . . .	<b>1c</b>	11,180			
	<b>d</b> Related organizations	<b>1d</b>				
	<b>e</b> Government grants (contributions)	<b>1e</b>				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	225,989			
	<b>g</b> Noncash contributions included in lines 1a-1f \$					
	<b>h Total.</b> Add lines 1a-1f . . . . . ▶			237,169		
<b>Program Service Revenue</b>	<b>2a</b> _____	Business Code				
	<b>b</b> _____					
	<b>c</b> _____					
	<b>d</b> _____					
	<b>e</b> _____					
	<b>f</b> All other program service revenue					
	<b>g Total.</b> Add lines 2a-2f . . . . . ▶			0		
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts) . . . . . ▶			0		
	<b>4</b> Income from investment of tax-exempt bond proceeds ▶			0		
	<b>5</b> Royalties . . . . . ▶			0		
	<b>6a</b> Gross rents	(i) Real      (ii) Personal				
	<b>b</b> Less rental expenses					
	<b>c</b> Rental income or (loss)					
	<b>d</b> Net rental income or (loss) . . . . . ▶			0		
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities      (ii) Other				
	<b>b</b> Less cost or other basis and sales expenses					
	<b>c</b> Gain or (loss)					
	<b>d</b> Net gain or (loss) . . . . . ▶			0		
	<b>8a</b> Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c) See Part IV, line 18 . . . . . <b>a</b>					
	<b>b</b> Less direct expenses . . . . . <b>b</b>					
	<b>c</b> Net income or (loss) from fundraising events . . . ▶			0		
	<b>9a</b> Gross income from gaming activities See Part IV, line 19 . . . . . <b>a</b>					
	<b>b</b> Less direct expenses . . . . . <b>b</b>					
	<b>c</b> Net income or (loss) from gaming activities . . . ▶			0		
	<b>10a</b> Gross sales of inventory, less returns and allowances . . . . . <b>a</b>					
	<b>b</b> Less cost of goods sold . . . . . <b>b</b>					
	<b>c</b> Net income or (loss) from sales of inventory . . . ▶			0		
<b>Miscellaneous Revenue</b>		<b>Business Code</b>				
<b>11a</b> _____						
<b>b</b> _____						
<b>c</b> _____						
<b>d</b> All other revenue . . . . .						
<b>e Total.</b> Add lines 11a-11d . . . . . ▶			0			
<b>12 Total revenue.</b> See Instructions . . . . . ▶			237,169			



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.	0			
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22.	26,772	26,772		
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, line 15 and 16.	148,430	148,430		
<b>4</b> Benefits paid to or for members	0			
<b>5</b> Compensation of current officers, directors, trustees, and key employees . . . . .	0			
<b>6</b> Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .	0			
<b>7</b> Other salaries and wages	0			
<b>8</b> Pension plan accruals and contributions (include section 401 (k) and 403(b) employer contributions) . . . . .	0			
<b>9</b> Other employee benefits . . . . .	0			
<b>10</b> Payroll taxes . . . . .	0			
<b>11</b> Fees for services (non-employees)				
<b>a</b> Management . . . . .	0			
<b>b</b> Legal . . . . .	0			
<b>c</b> Accounting . . . . .	0			
<b>d</b> Lobbying . . . . .	0			
<b>e</b> Professional fundraising services. See Part IV, line 17.	0			
<b>f</b> Investment management fees . . . . .	0			
<b>g</b> Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)	0			
<b>12</b> Advertising and promotion . . . . .	0			
<b>13</b> Office expenses . . . . .	0			
<b>14</b> Information technology . . . . .	0			
<b>15</b> Royalties . . . . .	0			
<b>16</b> Occupancy . . . . .	0			
<b>17</b> Travel . . . . .	0			
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .	0			
<b>19</b> Conferences, conventions, and meetings . . . . .	0			
<b>20</b> Interest . . . . .	0			
<b>21</b> Payments to affiliates . . . . .	0			
<b>22</b> Depreciation, depletion, and amortization . . . . .	0			
<b>23</b> Insurance . . . . .	0			
<b>24</b> Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
<b>a</b> BANK SERVICE FEES	158		158	
<b>b</b>				
<b>c</b>				
<b>d</b>				
<b>e</b> All other expenses	0			
<b>25</b> Total functional expenses. Add lines 1 through 24e	175,360	175,202	158	0
<b>26</b> Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**Check if Schedule O contains a response or note to any line in this Part IX ☐

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	18,040	<b>1</b>	79,849
	<b>2</b> Savings and temporary cash investments . . . . .		<b>2</b>	0
	<b>3</b> Pledges and grants receivable, net . . . . .		<b>3</b>	0
	<b>4</b> Accounts receivable, net . . . . .		<b>4</b>	0
	<b>5</b> Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		<b>5</b>	0
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		<b>6</b>	0
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>	0
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	0
	<b>9</b> Prepaid expenses and deferred charges . . . . .		<b>9</b>	0
	<b>10a</b> Land, buildings, and equipment—cost or other basis. Complete Part VI of Schedule D	<b>10a</b>		
	<b>b</b> Less: accumulated depreciation	<b>10b</b>	<b>10c</b>	0
	<b>11</b> Investments—publicly traded securities . . . . .		<b>11</b>	0
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .		<b>12</b>	0
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .		<b>13</b>	0
	<b>14</b> Intangible assets . . . . .		<b>14</b>	0
	<b>15</b> Other assets. See Part IV, line 11 . . . . .		<b>15</b>	0
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 34) . . . . .	18,040	<b>16</b>	79,849	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .		<b>17</b>	
	<b>18</b> Grants payable . . . . .		<b>18</b>	
	<b>19</b> Deferred revenue . . . . .		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D		<b>21</b>	
	<b>22</b> Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L . . . . .		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .		<b>24</b>	
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		<b>25</b>	
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25 . . . . .	0	<b>26</b>	0
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.</b> <b>27</b> Unrestricted net assets	18,040	<b>27</b>	79,849
	<b>28</b> Temporarily restricted net assets . . . . .		<b>28</b>	
	<b>29</b> Permanently restricted net assets		<b>29</b>	
	<b>Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.</b> <b>30</b> Capital stock or trust principal, or current funds . . . . .		<b>30</b>	
	<b>31</b> Paid-in or capital surplus, or land, building or equipment fund . . . . .		<b>31</b>	
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds		<b>32</b>	
	<b>33</b> <b>Total net assets or fund balances</b> . . . . .	18,040	<b>33</b>	79,849
	<b>34</b> <b>Total liabilities and net assets/fund balances</b> . . . . .	18,040	<b>34</b>	79,849

**Part XI Reconciliation of Net Assets**Check if Schedule O contains a response or note to any line in this Part XI ☐

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)		<b>1</b>	237,169
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)		<b>2</b>	175,360
<b>3</b>	Revenue less expenses Subtract line 2 from line 1		<b>3</b>	61,809
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))		<b>4</b>	18,040
<b>5</b>	Net unrealized gains (losses) on investments		<b>5</b>	
<b>6</b>	Donated services and use of facilities		<b>6</b>	
<b>7</b>	Investment expenses		<b>7</b>	
<b>8</b>	Prior period adjustments		<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain in Schedule O)		<b>9</b>	
<b>10</b>	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))		<b>10</b>	79,849

**Part XII Financial Statements and Reporting**Check if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
<b>1</b> Accounting method used to prepare the Form 990 <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O _____		
<b>2a</b> Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	<b>2a</b>	No
<b>b</b> Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	<b>2b</b>	No
<b>c</b> If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O _____	<b>2c</b>	
<b>3a</b> As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	<b>3a</b>	No
<b>b</b> If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits _____	<b>3b</b>	

## Additional Data

**Software ID:** 16000303

**Software Version:** 2016v3.0

**EIN:** 20-8910467

**Name:** QUEEN OF PEACE FOUNDATION

orm 990 (2016)

### orm 990, Part III, Line 4a:

ATIN PATRIARCHATE OF JERUSALEM, PO BOX 14152, JERUSALEM GRANT IN THE AMOUNT OF \$70,000 FOR THE AMERICAN UNIVERSITY OF MADABA JORDAN FOR THE  
CONTINUATION OF A LEADERSHIP PROGRAM ENROLLMENT IN THE UNIVERSITY IS ABOUT 1800 STUDENTS THE GRANT WAS RECEIVED FROM BRENT AND BONNIE  
LEASLEY FOUNDATION SPECIFICALLY FOR THIS PROGRAM

**orm 990, Part III, Line 4b:**

ATTN PATRIARCHATE OF JERUSALEM, PO BOX 14152, JERUSALEM EDUCATIONAL SCHOLARSHIPS AND MEDICAL ASSISTANCE

**Form 990, Part III, Line 4c:**

ATIN PATRIARCHATE OF JERUSALEM, PO BOX 14152, JERUSALEM GRANT IN THE AMOUNT OF \$30,000 FOR HUMANITARIAN AID TO PEOPLE WHO ARE NEEDY IN RECENT YEARS THE NUMBER OF CHRISTIAN IMMIGRANTS TO JORDAN FROM SYRIA AND IRAQ HAS BEEN SIGNIFICANT TO HELP DEFRAY SOME OF THE BURDEN SHOULDERS BY THE CHURCH THIS GRANT WAS GIVEN BY A BUSINESS OPERATED BY SOME OF OUR COMMUNITY MEMBERS

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**SCHEDULE A**  
(Form 990 or 990-EZ)

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.  
▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**2016**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

Name of the organization  
QUEEN OF PEACE FOUNDATION

Employer identification number

20-8910467

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 12, check only one box.)

- 1 ☒ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ))
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state \_\_\_\_\_
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II )
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II )
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)** (Complete Part II )
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture See instructions Enter the name, city, and state of the college or university \_\_\_\_\_
- 10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See **section 509(a)(2)**. (Complete Part III )
- 11 ☐ An organization organized and operated exclusively to test for public safety See **section 509(a)(4)**.
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g
  - a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization **You must complete Part IV, Sections A and B.**
  - b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s) **You must complete Part IV, Sections A and C.**
  - c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions) **You must complete Part IV, Sections A, D, and E.**
  - d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions) **You must complete Part IV, Sections A and D, and Part V.**
  - e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization
- f Enter the number of supported organizations \_\_\_\_\_

**g Provide the following information about the supported organization(s)**

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, 8, or 9 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
<b>1</b> Gifts, grants, contributions, and membership fees received (Do not include any "unusual grant.")						
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>4 Total.</b> Add lines 1 through 3						
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
<b>6 Public support.</b> Subtract line 5 from line 4						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
<b>7</b> Amounts from line 4						
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
<b>11 Total support.</b> Add lines 7 through 10						
<b>12</b> Gross receipts from related activities, etc. (see instructions)					<b>12</b>	

**13 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ☐

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f))	<b>14</b>	
<b>15</b> Public support percentage for 2015 Schedule A, Part II, line 14	<b>15</b>	

**16a 33 1/3% support test—2016.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box

and **stop here.** The organization qualifies as a publicly supported organization ☐

**b 33 1/3% support test—2015.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

**17a 10%-facts-and-circumstances test—2016.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ☐

**b 10%-facts-and-circumstances test—2015.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and **stop here.** Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ☐

**18 Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐



**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
<b>1</b> Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge						
<b>6 Total.</b> Add lines 1 through 5						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
<b>c</b> Add lines 7a and 7b						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a)2012	(b)2013	(c)2014	(d)2015	(e)2016	(f)Total
<b>9</b> Amounts from line 6						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
<b>c</b> Add lines 10a and 10b						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						
<b>14 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> <span style="float: right;">► <input type="checkbox"/></span>						

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f))	<b>15</b>	
<b>16</b> Public support percentage from 2015 Schedule A, Part III, line 15	<b>16</b>	

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2016 (line 10c, column (f) divided by line 13, column (f))	<b>17</b>	
<b>18</b> Investment income percentage from 2015 Schedule A, Part III, line 17	<b>18</b>	
<b>19a 33 1/3% support tests—2016.</b> If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization <span style="float: right;">► <input type="checkbox"/></span>		
<b>b 33 1/3% support tests—2015.</b> If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization <span style="float: right;">► <input type="checkbox"/></span>		
<b>20 Private foundation.</b> If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions <span style="float: right;">► <input type="checkbox"/></span>		

**Part IV Supporting Organizations**

(Complete only if you checked a box on line 12 of Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in <b>Part VI</b> how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in <b>Part VI</b> when and how the organization made the determination.		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in <b>Part VI</b> what controls the organization put in place to ensure such use.		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in <b>Part VI</b> how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in <b>Part VI</b> , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).		
<b>b</b> <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c</b> <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in <b>Part VI</b> .		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in <b>Part VI</b> .		
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in <b>Part VI</b> .		
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in <b>Part VI</b> .		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
<b>b</b> Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings).		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>11a</b>		
<b>b</b> A family member of a person described in (a) above?		
<b>11b</b>		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI</i>		
<b>11c</b>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>1</b>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.</i>		
<b>2</b>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		
<b>1</b>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>1</b>		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>2</b>		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		
<b>3</b>		

**Section E. Type III Functionally-Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year ( <b>see instructions</b> )		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete <b>line 2</b> below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete <b>line 3</b> below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a government entity ( <b>see instructions</b> ).		
<b>2</b> Activities Test <b>Answer (a) and (b) below.</b>		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
<b>2a</b>		
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
<b>2b</b>		
<b>3</b> Parent of Supported Organizations <b>Answer (a) and (b) below.</b>		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
<b>3a</b>		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		
<b>3b</b>		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1** ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

**Section A - Adjusted Net Income**

	(A) Prior Year	(B) Current Year (optional)
<b>1</b> Net short-term capital gain	<b>1</b>	
<b>2</b> Recoveries of prior-year distributions	<b>2</b>	
<b>3</b> Other gross income (see instructions)	<b>3</b>	
<b>4</b> Add lines 1 through 3	<b>4</b>	
<b>5</b> Depreciation and depletion	<b>5</b>	
<b>6</b> Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	<b>6</b>	
<b>7</b> Other expenses (see instructions)	<b>7</b>	
<b>8</b> <b>Adjusted Net Income</b> (subtract lines 5, 6 and 7 from line 4)	<b>8</b>	

**Section B - Minimum Asset Amount**

	(A) Prior Year	(B) Current Year (optional)
<b>1</b> Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year)	<b>1</b>	
<b>a</b> Average monthly value of securities	<b>1a</b>	
<b>b</b> Average monthly cash balances	<b>1b</b>	
<b>c</b> Fair market value of other non-exempt-use assets	<b>1c</b>	
<b>d</b> <b>Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>	
<b>e</b> <b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI)		
<b>2</b> Acquisition indebtedness applicable to non-exempt use assets	<b>2</b>	
<b>3</b> Subtract line 2 from line 1d	<b>3</b>	
<b>4</b> Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	<b>4</b>	
<b>5</b> Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>	
<b>6</b> Multiply line 5 by .035	<b>6</b>	
<b>7</b> Recoveries of prior-year distributions	<b>7</b>	
<b>8</b> <b>Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>	

**Section C - Distributable Amount**

		Current Year
<b>1</b> Adjusted net income for prior year (from Section A, line 8, Column A)	<b>1</b>	
<b>2</b> Enter 85% of line 1	<b>2</b>	
<b>3</b> Minimum asset amount for prior year (from Section B, line 8, Column A)	<b>3</b>	
<b>4</b> Enter greater of line 2 or line 3	<b>4</b>	
<b>5</b> Income tax imposed in prior year	<b>5</b>	
<b>6</b> <b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	<b>6</b>	
<b>7</b> <input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

<b>Section D - Distributions</b>	<b>Current Year</b>
<b>1</b> Amounts paid to supported organizations to accomplish exempt purposes	
<b>2</b> Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
<b>3</b> Administrative expenses paid to accomplish exempt purposes of supported organizations	
<b>4</b> Amounts paid to acquire exempt-use assets	
<b>5</b> Qualified set-aside amounts (prior IRS approval required)	
<b>6</b> Other distributions (describe in Part VI) See instructions	
<b>7 Total annual distributions.</b> Add lines 1 through 6	
<b>8</b> Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI) See instructions	
<b>9</b> Distributable amount for 2016 from Section C, line 6	
<b>10</b> Line 8 amount divided by Line 9 amount	

<b>Section E - Distribution Allocations (see instructions)</b>	<b>(i) Excess Distributions</b>	<b>(ii) Underdistributions Pre-2016</b>	<b>(iii) Distributable Amount for 2016</b>
<b>1</b> Distributable amount for 2016 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2016 (reasonable cause required--see instructions)			
<b>3</b> Excess distributions carryover, if any, to 2016			
<b>a</b>			
<b>b</b>			
<b>c</b> From 2013. . . . .			
<b>d</b> From 2014. . . . .			
<b>e</b> From 2015. . . . .			
<b>f</b> Total of lines 3a through e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2016 distributable amount			
<b>i</b> Carryover from 2011 not applied (see instructions)			
<b>j</b> Remainder Subtract lines 3g, 3h, and 3i from 3f			
<b>4</b> Distributions for 2016 from Section D, line 7			
<b>\$</b>			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2016 distributable amount			
<b>c</b> Remainder Subtract lines 4a and 4b from 4			
<b>5</b> Remaining underdistributions for years prior to 2016, if any Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions)			
<b>6</b> Remaining underdistributions for 2016 Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions)			
<b>7 Excess distributions carryover to 2017.</b> Add lines 3j and 4c			
<b>8</b> Breakdown of line 7			
<b>a</b>			
<b>b</b> Excess from 2013. . . . .			
<b>c</b> Excess from 2014. . . . .			
<b>d</b> Excess from 2015. . . . .			
<b>e</b> Excess from 2016. . . . .			

**Part VI**

**Supplemental Information.**

Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions).

**Facts And Circumstances Test**

SCHEDULE F  
Form 990

Statement of Activities Outside the United States

- ▶ Complete if the organization answered "Yes" to Form 990, Part IV, line 14b, 15, or 16.
- ▶ Attach to Form 990. ▶ See separate instructions.
- ▶ Information about Schedule F (Form 990) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Department of the Treasury  
Internal Revenue Service

OMB No 1545-0047

2016

Open to Public  
Inspection

Name of the organization  
UEEN OF PEACE FOUNDATION

Employer identification number  
20-8910467

Part I General Information on Activities Outside the United States. Complete if the organization answered "Yes" to Form 990, Part IV, line 14b.

**L For grantmakers.** Does the organization maintain records to substantiate the amount of its grants and other assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?

**I For grantmakers.** Describe in Part V the organization's procedures for monitoring the use of its grants and other assistance outside the United States

☐ Yes ☐ No

Activities per Region (The following Part I, line 3 table can be duplicated if additional space is needed )

(a) Region	(b) Number of offices in the region	(c) Number of employees, agents, and independent contractors in region	(d) Activities conducted in region (by type) (e.g., fundraising, program services, investments, grants to recipients located in the region)	(e) If activity listed in (d) is a program service, describe specific type of service(s) in region	(f) Total expenditures for and investments in region
1)					
2)					
3)					
4)					
5)					
3a Sub-total					
b Total from continuation sheets to Part I					
c Totals (add lines 3a and 3b)					

**Part II** **Grants and Other Assistance to Organizations or Entities Outside the United States.** Complete if the organization answered "Yes" to Form 990, Part IV, line 15, for any recipient who received more than \$5,000. Part II can be duplicated if additional space is needed.

(a) Name of organization	(b) IRS code section and EIN (if applicable)	(c) Region	(d) Purpose of grant	(e) Amount of cash grant	(f) Manner of cash disbursement	(g) Amount of non-cash assistance	(h) Description of non-cash assistance	(i) Method of valuation (book, FMV, appraisal, other)
1)		MIDDLE EAST	HUMANITARIAN	148,430	CHECKS			
2)								
3)								
4)								

2) Enter total number of recipient organizations listed above that are recognized as charities by the foreign country, recognized as tax-exempt by the IRS, or for which the grantee or counsel has provided a section 501(c)(3) equivalency letter . . . . . **▲**

3) Enter total number of other organizations or entities . . . . . **▲** 1



**Part III Grants and Other Assistance to Individuals Outside the United States.** Complete if the organization answered "Yes" to Form 990, Part IV, line 16.  
Part III can be duplicated if additional space is needed.

a) Type of grant or assistance	(b) Region	(c) Number of recipients	(d) Amount of cash grant	(e) Manner of cash disbursement	(f) Amount of non-cash assistance	(g) Description of non-cash assistance	(h) Method of valuation (book, FMV, appraisal, other)
1) HUMANITARIAN AND EDUCATIONAL	MIDDLE EAST	2		WIRE TRANSFER			
2)							
3)							
4)							
5)							
6)							
7)							
8)							
9)							
10)							
11)							
12)							
13)							
14)							
15)							
16)							
17)							
18)							

**Part IV Foreign Forms**

- 1 Was the organization a U S transferor of property to a foreign corporation during the tax year? If "Yes," the organization may be required to file Form 926, Return by a U S Transferor of Property to a Foreign Corporation (see Instructions for Form 926)  
☐ Yes ☒ No
- 2 Did the organization have an interest in a foreign trust during the tax year? If "Yes," the organization may be required to separately file Form 3520, Annual Return to Report Transactions with Foreign Trusts and Receipt of Certain Foreign Gifts, and/or Form 3520-A, Annual Information Return of Foreign Trust With a U S Owner (see Instructions for Forms 3520 and 3520-A)  
☐ Yes ☒ No
- 3 Did the organization have an ownership interest in a foreign corporation during the tax year? If "Yes," the organization may be required to file Form 5471, Information Return of U S Persons with Respect to Certain Foreign Corporations (see Instructions for Form 5471)  
☐ Yes ☒ No
- 4 Was the organization a direct or indirect shareholder of a passive foreign investment company or a qualified electing fund during the tax year? If "Yes," the organization may be required to file Form 8621, Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund (see Instructions for Form 8621)  
☐ Yes ☒ No
- 5 Did the organization have an ownership interest in a foreign partnership during the tax year? If "Yes," the organization may be required to file Form 8865, Return of U S Persons with Respect to Certain Foreign Partnerships (see Instructions for Form 8865)  
☐ Yes ☒ No
- 6 Did the organization have any operations in or related to any boycotting countries during the tax year? If "Yes," the organization may be required to separately file Form 5713, International Boycott Report (see Instructions for Form 5713)  
☐ Yes ☒ No

## Additional Data

**Software ID:** 16000303

**Software Version:** 2016v3.0

**EIN:** 20-8910467

**Name:** QUEEN OF PEACE FOUNDATION

Schedule F (Form 990) 2016

### Part V

#### Supplemental Information

Provide the information required by Part I, line 2 (monitoring of funds); Part I, line 3, column (f) (accounting method); amounts of investments vs. expenditures per region); Part II, line 1 (accounting method); Part III (accounting method); and Part III, column (c) (estimated number of recipients), as applicable. Also complete this part to provide any additional information (see instructions).



**Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

[illegible]

Additional Data

Software ID: 16000303  
Software Version: 2016V3.0  
EIN: 20-8910467  
Name: QUEEN OF PEACE FOUNDATION

Form 990, Schedule I, Part III, Grants and Other Assistance to Domestic Individuals.					
(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance
LATIN PATRIARCHATE OF JERUSLEM	1				
JOHNNY SAFAR	1	1,000			
ALA ALMAT	1	6,000			
CLAUDIA CARTANIAN	1	500			
RASHA SAWAKED	1	500			

**Form 990, Schedule I, Part III, Grants and Other Assistance to Domestic Individuals.**

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance
EGYPTION JESUIT CONFERENCE	1				
LABIB KOPTI	1	1,000			
ZAID KHOURY	1	3,100			
NABIL ELALI	1	1,400			
MURAD ARABEIEH	1	1,000			

**Form 990, Schedule I, Part III, Grants and Other Assistance to Domestic Individuals.**

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance
RANIA CORY	1	1,400			
MARIAM ELHAYBE	1	2,000			
NABIL HIJAZIN	1	1,000			
AKRAM KHALAF	1	6,729			
OTHER INDIVIDUAL	1	1,143			



OMB No 1545-0047

**SCHEDULE O**  
Form 990 or 990-EZ  
(Z)

Department of the Treasury  
~~Internal Revenue Service~~  
Name of the organization  
UEEN OF PEACE FOUNDATION

**Supplemental Information to Form 990 or 990-EZ**  
Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.  
▶ Attach to Form 990 or 990-EZ.  
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**2016**  
**Open to Public Inspection**

Employer identification number  
20-8910467

**90 Schedule O, Supplemental Information**

Return Reference	Explanation
Form 990, Part III, Line 4d Other Program Services Description	OTHER PROGRAM SERVICES 4 LATIN PATRIARCHATE OF JERUSALEM, PO BOX 14152, JERUSALEM EDUCATIONAL SCHOLARSHIPS AND MEDICAL ASSISTANCE

**90 Schedule O, Supplemental Information**

Return Reference	Explanation
Form 990, Part VI, Line 11b Form 990 Review Process	No review was or will be conducted

90 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part VI, Line 19 Other Organization Documents Publicly Available	No documents available to the public

**EXHIBIT 14B**



# State of California Secretary of State

## Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

F

FU24416

FILED

In the office of the Secretary of State  
of the State of California

FEB-02 2018

1. CORPORATE NAME

QUEEN OF PEACE FOUNDATION

2. CALIFORNIA CORPORATE NUMBER

C3993232

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

1300 JUNIPERO SERRA BLVD., SAN FRANCISCO, CA 94132

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

1300 JUNIPERO SERRA BLVD., SAN FRANCISCO, CA 94132

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

3931 ALEMANY BLVD. SUITE 2003-265, SAN FRANCISCO, CA 94132

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

BERNARD POGGI 1049 SHELL BLVD. STE 8, FOSTER CITY, CA 94404

8. SECRETARY ADDRESS CITY STATE ZIP CODE

IRMA MASSIS 611 MANILLA WAY, DALY CITY, CA 94015

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

KHELOUD BADER 203 CARMELLO LN, SOUTH SAN FRANCISCO, CA 94080

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

BERNARD POGGI

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

1049 SHELL BLVD. STE 8, FOSTER CITY, CA 94404

**Type of Business**

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

NON-PROFIT HUMANITARIAN

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

02/02/2018

BERNARD B POGGI

PRESIDENT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

EXHIBIT 14C



# State of California Secretary of State

## Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

F

GA49534

FILED

In the office of the Secretary of State  
of the State of California

NOV-03 2019

1. CORPORATE NAME

QUEEN OF PEACE FOUNDATION

2. CALIFORNIA CORPORATE NUMBER

C3993232

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

2618 VIA VERDE, WALNUT CREEK, CA 94598

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

3931 ALEMANY BLVD, SUITE 2003-265, SAN FRANCISCO, CA 94132

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

3931 ALEMANY BLVD, SUITE 2003-265, SAN FRANCISCO, CA 94132

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

JOSEPH DAYYAT 2618 VIA VERDE, WALNUT CREEK, CA 94598

8. SECRETARY ADDRESS CITY STATE ZIP CODE

IRMA MASSIS 611 MANILLA WAY, DALY CITY, CA 94015

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

KHELOUD BADER 203 CARMELLO LN, SOUTH SAN FRANCISCO, CA 94080

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

JOSEPH DAYYAT

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

2618 VIA VERDE SUITE 205, WALNUT CREEK, CA 94598

**Type of Business**

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

NON-PROFIT HUMANITARIAN

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

11/03/2019

FAWZI HABHAB

ACCOUNTANT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

**EXHIBIT 15A**





2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
December 25, 2009 through  
January 25, 2010

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
Bank of America  
Diamond Heights  
PO Box 37176  
San Francisco, CA 94137-0176

Customer since 2006  
Bank of America appreciates your  
business and we enjoy serving you.

Our free Online Banking service allows you to check balances, track account activity, pay bills and more. **With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement.** Enroll at [www.bankofamerica.com](http://www.bankofamerica.com).

### ☐ Summary of Your Standard Checking Account

Beginning Balance on 12/25/09	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
January 26 through February 22, 2010

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
Bank of America  
Diamond Heights  
PO Box 37176  
San Francisco, CA 94137-0176

Customer since 2006  
Bank of America appreciates your  
business and we enjoy serving you.

FOUAD TWAL  
LATIN PATRIARCHATE OF JERUSALEM  
JAFFA GATE PO BOX 14152  
JEUSALEM, ISRAEL 91141

Our free Online Banking service allows you to check balances, track account activity, pay bills and more. **With Online Banking you can also view up to 18 months of this statement online and even turn off delivery of your paper statement.** Enroll at [www.bankofamerica.com](http://www.bankofamerica.com).

### ☐ Summary of Your Standard Checking Account

Beginning Balance on 01/26/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

### ☐ Bank of America News

Stay ahead of your bills-such as rent, mortgage, credit card or utility payments-by setting up automatic reminders to be sent right to your e-mail or smart phone. With Payment Reminders from Bank of America+, it's easy to know when a payment is due. Get started at [bankofamerica.com/solutions](http://bankofamerica.com/solutions) today.

With so many new tax law changes, you can't afford to take chances with your hard-earned money. Let Jackson Hewitt+ help. Visit any participating location and show this statement to your tax preparer to receive \$25 off paid tax preparation. Coupon code: JEE3L. Offer expires 4/30/10. Visit [www.jacksonhewitt.com/bankofamerica](http://www.jacksonhewitt.com/bankofamerica) for details.

### ☐ FACTS - FDIC Insured Account Disclosure Information

We recently made changes to our Overdraft Protection Transfer Fee to better serve you. Effective immediately, when we determine your account is overdrawn by a total amount less than \$10 for a day and we transfer funds from your linked savings account to cover it, we will not charge an Overdraft Protection Transfer Fee. Overdraft Protection lets you link your checking account to another account to help avoid overdrafts. If you haven't already signed up, call the number on your statement or visit your nearby banking center and an associate can help you.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
February 23 through March 25, 2010

Account Number: 21988-41908

**At Your Service**  
Call: 650.615.4700**Written Inquiries**  
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Diamond Heights  
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**□ Summary of Your Standard Checking Account**

Beginning Balance on 02/23/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

**□ Bank of America News**

Taxes can be complicated. Choosing Jackson Hewitt+ is easy. They'll ask the right questions so you'll get every deduction and credit you deserve. And that could mean more money in your pocket. Jackson Hewitt welcomes all Bank of America customers.

Visit any participating location and show this statement to your tax preparer to receive \$25 off paid tax preparation. Code: 9LMLN. Offer expires 4/30/10. Details at [www.jacksonhewitt.com/bankofamerica](http://www.jacksonhewitt.com/bankofamerica).



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
March 26 through April 26, 2010

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
Bank of America  
Diamond Heights  
PO Box 37176  
San Francisco, CA 94137-0176

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 03/26/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
April 27 through May 24, 2010

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
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Diamond Heights  
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San Francisco, CA 94137-0176

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 04/27/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement****Statement Period:**  
May 25 through June 24, 2010**Account Number:** 21988-41908**At Your Service**  
Call: 650.615.4700**Written Inquiries**  
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**□ Summary of Your Standard Checking Account**

Beginning Balance on 05/25/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft & the transfer fee. Overdraft protection can be a great way to help avoid overdrafts on your checking account. If you haven't already signed up, call the number on your statement or visit your nearby banking center.

Our general policy is to make funds from check deposits available by the first business day after the day of deposit. If we place a hold on a check deposit for accts open 30 days or more, we've now reduced the length of the hold to 2 business days, or in unusual circumstances up to 7 business days, after the day of deposit. This amends the Deposit Agreement.

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
June 25 through July 26, 2010

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
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Diamond Heights  
PO Box 37176  
San Francisco, CA 94137-0176

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 06/25/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Beginning July 16, 2010, most cash deposits, cash withdrawals and transfers between Bank of America deposit accounts made before midnight will be included in the balance used to pay transactions. Exceptions apply. Visit [www.bankofamerica.com/getmoretime](http://www.bankofamerica.com/getmoretime) or contact an associate for more information.

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
July 27 through August 25, 2010

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 07/27/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
August 26 through September 24, 2010

Account Number: 21988-41908

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**□ Summary of Your Standard Checking Account**

Beginning Balance on 08/26/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Beginning with statement periods that start on or after 11/4/10, the Monthly Service Charge for your Standard Checking account will increase to \$14. This fee will not apply if you meet one of the balance requirements each statement cycle. The balance requirements are not changing.

For more information about balance requirements, to understand alternatives, please call the number on your deposit statement or speak with an associate at your local Bank of America. U.S. Trust Clients: If you have questions about how these changes may impact your account please call the number on your deposit statement.

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
September 25 through October 25, 2010

Account Number: 21988-41908

**At Your Service**  
Call: 650.615.4700**Written Inquiries**  
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**□ Summary of Your Standard Checking Account**

Beginning Balance on 09/25/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

**□ Bank of America News**

With our \$0 Liability Guarantee, if fraud occurs on your debit or credit card, charges will be credited to your account as soon as the next day in most cases. To be covered, report fraudulent charges promptly. Don't share personal or account information. See account agreements for details. Visit [www.bankofamerica.com/solutions](http://www.bankofamerica.com/solutions) for more information.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
October 26 through November 23, 2010

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
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Diamond Heights  
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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 10/26/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
November 24 through December 27, 2010

Account Number: 21988-41908

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**□ Summary of Your Standard Checking Account**

Beginning Balance on 11/24/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

**□ FACTS - FDIC Insured Account Disclosure Information**

New choices for Overdraft Protection. Now you can link your checking account to a checking or a Money Market Savings account for Overdraft Protection. Transfers are made for the amount required to cover the overdraft and the applicable transfer fee, which is \$10.00 for each transfer (transfers occur once per day). If you haven't signed up or want to know about other Overdraft Protection options, call the number on your statement or visit your nearby banking center. U.S. Trust Clients: if you have questions about how these changes may impact your account, please call the number on your deposit statement.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement****Statement Period:**  
December 28, 2010 through  
January 25, 2011**Account Number:** 21988-41908**At Your Service**  
Call: 650.615.4700**Written Inquiries**  
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**□ Summary of Your Standard Checking Account**

Beginning Balance on 12/28/10	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

**□ Bank of America News**

At Bank of America, if fraud occurs on your debit or credit card, charges will be credited to your account as soon as the next business day pending resolution of claim. To be covered, report fraud charges promptly. Don't share personal or account information. See account agreements or visit [www.bankofamerica.com/solutions](http://www.bankofamerica.com/solutions) for details.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
January 26 through February 22, 2011

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 01/26/11	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

### ☐ Bank of America News

At Bank of America, if fraud occurs on your debit or credit card, charges will be credited to your account as soon as the next business day pending resolution of claim. Don't share personal or account information. See account agreements or visit [www.bankofamerica.com/solutions](http://www.bankofamerica.com/solutions) for details.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
February 23 through March 25, 2011

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700Written Inquiries  
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**□ Summary of Your Standard Checking Account**

Beginning Balance on 02/23/11	\$21,030.80	Number of ATM withdrawals and transfers	0
Ending Balance	\$21,030.80	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

**□ Bank of America News**

Look for information about changes to your account with this statement.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
March 26 through April 25, 2011

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700Written Inquiries  
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☐ **Summary of Your Standard Checking Account**

Beginning Balance on 03/26/11	\$21,030.80	Number of ATM withdrawals and transfers	0
Total Checks, Withdrawals, Transfers, Account Fees	- 4,554.32	Number of purchase transactions	0
Ending Balance	\$16,476.48	Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

☐ **Important Information About Your Account**

If you are a Keep the Change customer and enrolled in Keep the Change before December 1, 2010: Beginning June 6, 2011 we will no longer provide the on-going match in Keep the Change. We will pay the match on all qualifying transactions through June 6, 2011 (up to a maximum of \$250 per year).

Other features of this service remain unchanged. We'll continue to round up qualified debit card transactions to the nearest dollar and automatically transfer the difference to your linked savings account.

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

☐ **Checks Paid**

Date Paid	Number	Amount
04/07	151	\$4,554.32





2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
April 26 through May 24, 2011

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 04/26/11	\$16,476.48	Number of ATM withdrawals and transfers	0
Ending Balance	\$16,476.48	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

Get Automatic Savings Transfer and save your money the easy, flexible way. Set up yours today. Visit [bankofamerica.com/onlinebanking](http://bankofamerica.com/onlinebanking), call 1.800.432.1000 (in CA call 1.800.622.8731) or talk to an associate at a banking center near you.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
May 25 through June 24, 2011

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700Written Inquiries  
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☐ **Summary of Your Standard Checking Account**

Beginning Balance on 05/25/11	\$16,476.48	Number of ATM withdrawals and transfers	0
Total Checks, Withdrawals, Transfers, Account Fees	- 4,700.00	Number of purchase transactions	0
Ending Balance	\$11,776.48	Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

☐ **Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

☐ **Checks Paid**

Date Paid	Number	Amount	Date Paid	Number	Amount
06/17	157	\$ 2,100.00	Total of 2 Checks Paid		\$4,700.00
06/01	158	2,600.00			



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
June 25 through July 25, 2011

Account Number: 21988-41908

At Your Service  
Call: 650.615.4700

Written Inquiries  
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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 06/25/11	\$11,776.48	Number of ATM withdrawals and transfers	0
Ending Balance	\$11,776.48	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Effective July 21, 2011, if we place holds on checks deposited to your account, the minimum amount made available to you by the next business day increases from \$100 to \$200.

Funds from check deposits are generally available to you no later than the first business day after the day we receive your deposit. However, in some cases we place a hold on funds that you deposit by check.

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

### ☐ FACTS - FDIC Insured Account Disclosure Information

New ATM Card and Debit Card Replacement Service Fees: Effective September 12, 2011, we charge a \$5 Replacement ATM or Debit Card Fee each time you ask us to replace an ATM card or debit card. You'll usually receive the card in the mail within 5-7 days of your request. If you request rush delivery, we charge an additional \$20 Rush Replacement ATM or Debit Card Fee and you generally receive the card in 2 business days. We deduct these fees automatically from your account and they appear on your checking or savings statement. These fees also apply to replacement of debit tags and other access devices.

2198 P P  
E0-1**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
July 26 through August 25, 2011

Account Number: 21988-41908

**At Your Service**  
Call: 650.615.4700**Written Inquiries**  
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☐ **Summary of Your Standard Checking Account**

Beginning Balance on 07/26/11	\$11,776.48	Number of ATM withdrawals and transfers	0
Ending Balance	\$11,776.48	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

☐ **Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-2

## Your Bank of America Standard Checking Statement

Statement Period:  
August 26 through September 26, 2011

Account Number: 21988-41908

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 08/26/11	\$11,776.48	Number of ATM withdrawals and transfers	0
Total Deposits	+ 100,000.00	Number of purchase transactions	0
Total Checks, Withdrawals, Transfers, Account Fees	- 12.00	Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0
<b>Ending Balance</b>	<b>\$111,764.48</b>		

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

### ☐ Branch/ATM Deposits

Number	Date Posted	Amount	Number	Date Posted	Amount
	09/19	\$ 22,107.50	<b>Total of 2 deposits</b>		<b>\$50,000.00</b>
	09/19	27,892.50			

### ☐ Account Activity

Date Posted	Description	Reference Number	Amount
09/21	<b>Deposits and Credits</b> Wire Type:Wire In Date: 110921 Time:1442 Et Trn:2011092100201958 Seq:20112640005300/000018 Orig:Catholic Found For Easter ID:2025893 Snd Bk:F 1rst National Bank ID:091400020 Pmt Det:Catholic F Oundation For Esd Gift 5268 Diamond Heights Blvd		\$50,000.00

Statement Period: August 26 through September 26, 2011  
Account Number: 21988-41908

☐ **Account Activity** Continued

Date Posted	Description	Reference Number	Amount
09/21	<b>Withdrawals, Transfers and Account Fees</b> Processing Fee For Money Tfr-CA Trn: 110921-201958		\$12.00

2198 P P  
E0-2**Your Bank of America  
Standard Checking  
Statement**Statement Period:  
September 27 through October 25, 2011

Account Number: 21988-41908

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**□ Summary of Your Standard Checking Account**

Beginning Balance on 09/27/11	\$111,764.48	Number of ATM withdrawals and transfers	0
Total Deposits	+ 50,000.00	Number of purchase transactions	0
Total Checks, Withdrawals, Transfers, Account Fees	- 52,017.51	Number of 24 Hour Customer Service Calls	
Ending Balance	\$109,746.97	Self-Service	0
		Assisted	0

**□ Important Information About Your Account**

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

**□ Branch/ATM Deposits**

Number	Date Posted	Amount
	10/04	\$50,000.00

**□ Checks Paid**

Date Paid	Number	Amount
10/03	153	\$52,000.00

Statement Period: September 27 through October 25, 2011  
Account Number: 21988-41908

☐ Account Activity

Date Posted	Description	Reference Number	Amount
10/17	<b>Withdrawals, Transfers and Account Fees</b> Check Printing Charge (includes Delivery Charges And All Applicable Taxes)		\$17.51





2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
October 26 through November 23, 2011

Account Number: 21988-41908

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### □ Summary of Your Standard Checking Account

Beginning Balance on 10/26/11	\$109,746.97	Number of ATM withdrawals and transfers	0
Total Deposits	+ 3,000.00	Number of purchase transactions	0
Total Checks, Withdrawals, Transfers, Account Fees	- 12.00	Number of 24 Hour Customer Service Calls	0
Ending Balance	\$112,734.97	Self-Service	0
		Assisted	0

### □ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

### □ Account Activity

Date Posted	Description	Reference Number	Amount
11/01	<b>Deposits and Credits</b> Wire Type:Wire In Date: 111101 Time:1637 Et Trn:2011110100266449 Seq:20113050008000/000036 Orig:Catholic Found For Easter ID:2025893 Snd Bk:F irst National Bank ID:091400020 Pmt Det:Catholic F oundation For Esd Gift 5268 Diamond Heights Blvd		\$3,000.00
11/01	<b>Withdrawals, Transfers and Account Fees</b> Processing Fee For Money Tfr-CA Trn: 111101-266449		\$12.00



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
November 24 through December 23, 2011

Account Number: 21988-41908

At Your Service  
Call: 1.800.622.8731

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 11/24/11	\$112,734.97	Number of ATM withdrawals and transfers	0
Total Checks, Withdrawals, Transfers, Account Fees	- 55,000.00	Number of purchase transactions	0
Ending Balance	\$57,734.97	Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

### ☐ Checks Paid

Date Paid	Number	Amount
11/28	156	\$55,000.00



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
December 24, 2011 through  
January 25, 2012

Account Number: 21988-41908

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 12/24/11	\$57,734.97	Number of ATM withdrawals and transfers	0
Ending Balance	\$57,734.97	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
January 26 through February 23, 2012

Account Number: 21988-41908

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 01/26/12	\$57,734.97	Number of ATM withdrawals and transfers	0
Ending Balance	\$57,734.97	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
February 24 through March 26, 2012

Account Number: 21988-41908

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 02/24/12	\$57,734.97	Number of ATM withdrawals and transfers	0
Ending Balance	\$57,734.97	Number of purchase transactions	0
		Number of 24 Hour Customer Service Calls	
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.



2198 P P  
E0-1

## Your Bank of America Standard Checking Statement

Statement Period:  
March 27 through April 24, 2012

Account Number: 21988-41908

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### ☐ Summary of Your Standard Checking Account

Beginning Balance on 03/27/12	\$57,734.97	Number of ATM withdrawals and transfers	0
Total Deposits	+ 102,005.00	Number of purchase transactions	0
Ending Balance	\$159,739.97	Number of 24 Hour Customer Service Calls	0
		Self-Service	0
		Assisted	0

### ☐ Important Information About Your Account

Based on the minimum balance you've maintained in this account, your monthly service charge has been waived.

### ☐ Branch/ATM Deposits

Number	Date Posted	Amount
	04/20	\$100,000.00

### ☐ Account Activity

Date Posted	Description	Reference Number	Amount
04/20	Deposits and Credits CA Tlr transfer Banking Ctr Westlake Confirmation# 7794293850	#0000483 CA	\$2,005.00



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Page 1 of 3  
Statement Period  
04-25-12 through 05-24-12  
B 16 2 A P PA 16 0084921  
Number of checks enclosed: 0  
Account Number: 0021 9884 1908

25318 201 SCM999 I 2 0

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1.800.688.6086 En Español

Or you may write to:

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Tampa, FL 33622-5118

## Deposit Accounts

### Regular Checking

FOUAD TWAL

### Your Account at a Glance

Account Number	0021 9884 1908
Beginning Balance on 04-25-12	\$ 159,739.97
Service Charges and Other Fees	- 17.51
<b>Ending Balance on 05-24-12</b>	<b>\$ 159,722.46</b>

### Regular Checking Subtractions

Service Charges and Other Fees	Date Posted	Amount(\$)	
Check Order00318 Des:Fee	ID:Z027988542	05-24	17.51
Indn:Fouad Twal	Co ID:0000000318 Ppd		

**Total Service Charges and Other Fees \$17.51**

FOUAD TWAL

Date	Balance(\$)	Date	Balance(\$)
Beginning	159,739.97	05-24	159,722.46



ERROR: undefined  
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**EXHIBIT 15B**

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## Your Regular Checking Platinum Privileges

for December 25, 2013 to January 27, 2014

**FOUAD TWAL**

Account number: 0021 9884 1908

### Account summary

Beginning balance on December 25, 2013	\$11,772.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on January 27, 2014</b>	<b>\$11,772.46</b>

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\*Contest details: No purchase necessary. Void where prohibited. Starts 11/30/2013. Ends 3/31/2014. Restrictions apply.  
Visit <https://panelinfo.ipsos.com/boacontestrules.htm> for complete details and Official Contest Rules. AR3WXVRD/YSDUTU SSM-08-13-0197.A

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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**Use our worksheet to help balance your account.**

To make balancing your account easier, we have a step-by-step worksheet available. For a printable version of the **Balance Your Account** worksheet, go to [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the **Statements and Documents** page in Online Banking by hovering over the Accounts tab on your Accounts overview page.

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## Your Regular Checking Platinum Privileges


for January 28, 2014 to February 24, 2014

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on January 28, 2014	\$11,772.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on February 24, 2014</b>	<b>\$11,772.46</b>

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AR3FUY39 SSM-10-13-1246.B

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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## Your Regular Checking Platinum Privileges

for February 25, 2014 to March 25, 2014

**FOUAD TWAL**

Account number: 0021 9884 1908

### Account summary

Beginning balance on February 25, 2014	\$11,772.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on March 25, 2014</b>	<b>\$11,772.46</b>

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- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | February 25, 2014 to March 25, 2014

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### **Important Platinum Privileges program update.**

Beginning May 31, 2014, we will no longer enroll clients in the Platinum Privileges program in AR, IA MA, ME, NH, NM, OK, RI, TX, AZ, CA, ID, OR. Clients enrolled in Platinum Privileges by May 31 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.




**Thank you** for being a Bank of America® customer

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## Your Regular Checking


for March 26, 2014 to April 24, 2014

Account number: 0021 9884 1908

**FOUAD TWAL**

### Account summary

Beginning balance on March 26, 2014	\$11,772.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on April 24, 2014</b>	<b>\$11,772.46</b>

-  To help you **BALANCE YOUR CHECKING ACCOUNT**, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
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 Customer Service: 1.800.432.1000  
TDD/TTY users only: 1.800.288.4408  
En Español: 1.800.688.6086  
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P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for April 25, 2014 to May 23, 2014

FOUAD TWAL

Account number: 0021 9884 1908

### Account summary

Beginning balance on April 25, 2014	\$11,772.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on May 23, 2014</b>	<b>\$11,772.46</b>

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**Important Platinum Privileges program update.**

Beginning July 26, 2014, we will no longer enroll clients in the Platinum Privileges program in CT, DE, FL, GA, IL, IN, MD, MI, NC, NJ, NY, PA, TN, VA and District of Columbia. Clients enrolled in Platinum Privileges by July 26th will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

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Tampa, FL 33622-5118

## Your Regular Checking

for May 24, 2014 to June 24, 2014

Account number: 0021 9884 1908

**FOUAD TWAL**

### Account summary

Beginning balance on May 24, 2014	\$11,772.46
Deposits and other additions	10.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on June 24, 2014</b>	<b>\$11,782.46</b>

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | May 24, 2014 to June 24, 2014

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### Deposits and other additions

Date	Description	Amount
06/17/14	Counter Credit	10.00

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<b>Total deposits and other additions</b>		<b>\$10.00</b>
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- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for June 25, 2014 to July 25, 2014

Account number: 0021 9884 1908

**FOUAD TWAL**

### Account summary

Beginning balance on June 25, 2014	\$11,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on July 25, 2014</b>	<b>\$11,782.46</b>

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## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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P.O. Box 25118  
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## Your Regular Checking

for July 26, 2014 to August 25, 2014

FOUAD TWAL

Account number: 0021 9884 1908

### Account summary

Beginning balance on July 26, 2014	\$11,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on August 25, 2014</b>	<b>\$11,782.46</b>

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You Pursue Your Goals”

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | July 26, 2014 to August 25, 2014

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A FILM BY KEN BURNS

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## Your Regular Checking

for August 26, 2014 to September 24, 2014

**FOUAD TWAL**

Account number: 0021 9884 1908

### Account summary

Beginning balance on August 26, 2014	\$11,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on September 24, 2014</b>	<b>\$11,782.46</b>

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | August 26, 2014 to September 24, 2014

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## Your Regular Checking

for September 25, 2014 to October 27, 2014

**FOUAD TWAL**

Account number: 0021 9884 1908

### Account summary

Beginning balance on September 25, 2014	\$11,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on October 27, 2014</b>	<b>\$11,782.46</b>

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**Change of address** - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

**Electronic transfers**: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | September 25, 2014 to October 27, 2014

- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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For details, visit [bankofamerica.com/troopthanks](http://bankofamerica.com/troopthanks).

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FOUAD TWAL  
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JAFFA GATE PO BOX 14152  
JEUSALEM, ISRAEL 91141  
ISRAEL

#### Customer service information

 Customer Service: 1.800.432.1000  
TDD/TTY users only: 1.800.288.4408  
En Español: 1.800.688.6086

 [bankofamerica.com](http://bankofamerica.com)

 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for October 28, 2014 to November 21, 2014

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on October 28, 2014	\$11,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on November 21, 2014</b>	<b>\$11,782.46</b>



## TURN YOUR MILES (RED).\*

USE THE NIKE+ RUNNING APP WHEN YOU RUN OR  
WALK BETWEEN NOW AND DECEMBER 7, 2014, AND  
BANK OF AMERICA WILL DONATE 40 CENTS PER MILE  
UP TO \$1,000,000\* TO FIGHT HIV/AIDS.

**SIGN UP TODAY AT [NIKE.COM/ONESTEP4RED](http://NIKE.COM/ONESTEP4RED)**

\* For every mile recorded on Nike+ Running as part of the Turn Your Miles (RED) pledge program, Bank of America Corporation will donate \$.40 to the US Fund for the Global Fund to Fight Aids, Tuberculosis and Malaria to support and fund prevention and treatment of HIV/AIDS, up to a total donation of \$1,000,000. Subject to weekly targets as explained on [NIKE.COM/ONESTEP4RED](http://NIKE.COM/ONESTEP4RED). No purchase necessary. Users must register and pledge their miles at [NIKE.COM/ONESTEP4RED](http://NIKE.COM/ONESTEP4RED) and sync their miles with Nike+ running between 10/6/14 – 12/7/14. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. Bank of America, N.A., Member FDIC. © 2014 Bank of America Corporation. ARNX4JB4 SSM-08-14-0456.B

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | October 28, 2014 to November 21, 2014

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 To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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great ideas.

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P.O. Box 25118  
Tampa, FL 33622-5118



Please see the Account Changes section of your statement for details regarding important changes to your account.

## Your Regular Checking

for November 22, 2014 to December 24, 2014

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on November 22, 2014	\$11,782.46
Deposits and other additions	500.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on December 24, 2014</b>	<b>\$12,282.46</b>



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Check out the free, unbiased tools and videos available to you at [BetterMoneyHabits.com](http://BetterMoneyHabits.com). They can help you develop a repayment plan you can stick to.

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**Deposits and other additions**

Date	Description	Amount
12/02/14	Counter Credit	500.00

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**Total deposits and other additions** **\$500.00**

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## Account Changes

At Bank of America, we're committed to keeping you up-to-date on any changes that may impact your banking accounts.

Starting February 3, 2015, if you have a Bank of America Debit or ATM card, you'll no longer be able to use these cards to get cash back at a merchant **without making a purchase**. You can still get cash back when you make a purchase or by making a cash withdrawal at one of our ATMs or banking centers. You can find a banking center or ATM near you by visiting [bankofamerica.com/locator](http://bankofamerica.com/locator).

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 [bankofamerica.com](http://bankofamerica.com)  
 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for December 25, 2014 to January 26, 2015

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on December 25, 2014	\$12,282.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on January 26, 2015</b>	<b>\$12,282.46</b>

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | December 25, 2014 to January 26, 2015

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**Thank you** for being a Bank of America® customer.

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En Español: 1.800.688.6086  
 bankofamerica.com  
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P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for January 27, 2015 to February 23, 2015

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on January 27, 2015	\$12,282.46
Deposits and other additions	500.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on February 23, 2015</b>	<b>\$12,782.46</b>

## Retirement could last longer than you might think



For 5 strategies to help you avoid outliving your savings, visit [merrilledge.com/5-strategies](http://merrilledge.com/5-strategies)



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**Are Not FDIC Insured**

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## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking. Or, you can call our Customer Service team.

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**Deposits and other additions**

Date	Description	Amount
02/17/15	Counter Credit	500.00

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<b>Total deposits and other additions</b>	<b>\$500.00</b>
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Get the know-how you need at [BetterMoneyHabits.com](http://BetterMoneyHabits.com)

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for February 24, 2015 to March 25, 2015

Account number: 0021 9884 1908

**FOUAD TWAL**

### Account summary

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Checks	-0.00
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<b>Ending balance on March 25, 2015</b>	<b>\$12,782.46</b>



**Together, we can get one step closer to ending AIDS.  
Donate and Bank of America will match it, doubling  
your impact.**

**Donate today**  
at [bankofamerica.com/red](http://bankofamerica.com/red)

Until 12.30.15, your donations through Bank of America's program with (RED) (up to \$1,000 per donor) to the UN Foundation Fund for AIDS, Tuberculosis and Malaria will be matched by Bank of America Corporation donations (up to \$2,000,000 total) to the US Fund for the Global Fund to fight HIV/AIDS.  
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- Botanical Gardens
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LATIN PATRIARCHATE OF JERUSALEM  
JAFFA GATE PO BOX 14152  
JEUSALEM, ISRAEL 91141  
ISRAEL

#### Customer service information

-  Customer service: 1.800.432.1000  
TDD/TTY users only: 1.800.288.4408  
En Español: 1.800.688.6086
-  [bankofamerica.com](http://bankofamerica.com)
-  Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for March 26, 2015 to April 24, 2015

FOUAD TWAL

Account number: 0021 9884 1908

### Account summary

Beginning balance on March 26, 2015	\$12,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on April 24, 2015</b>	<b>\$12,782.46</b>

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## **IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS**

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**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

**Electronic transfers**: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | March 26, 2015 to April 24, 2015

- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.



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En Español: 1.800.688.6086  
bankofamerica.com  
Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118



Please see the Account Changes section of your statement for details regarding important changes to your account.

## Your Regular Checking

for April 25, 2015 to May 22, 2015

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on April 25, 2015	\$12,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on May 22, 2015</b>	<b>\$12,782.46</b>



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### We're proud to support Special Olympics

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Learn more at [unifiedrelay.org](http://unifiedrelay.org).

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## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

**Here's a tip**

**When you need to transfer money, use Online Banking**

Online Banking is a convenient way to move money between your banking accounts, get money to someone you know or even to a business.

**How to transfer money:**

- Log in to Online Banking
- Choose the "Transfers" tab
- Follow the simple steps

To transfer funds, go to **[bankofamerica.com](http://bankofamerica.com)**.

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## Account Changes

At Bank of America, we're committed to keeping you up-to-date on any changes that may impact your banking accounts.

### **We want to keep you informed about important changes coming to your checking account starting July 6, 2015.**

Today when you use your debit card to pay for a purchase, the merchant asks us to authorize a transaction amount. We typically place a hold on your account for the transaction amount authorized, which reduces the available balance in your account. For some travel related transactions, holds are not placed because the merchant's request is an estimate. However, starting July 6, 2015, when you use your debit card to pay for a purchase, we will place a hold on your account for the full amount requested by the merchant, even if the amount requested is an estimate, and reduce your available balance by the amount requested.

If the request authorization appears to be an estimate, the transaction detail for your account in Online Banking may show, "Amount may change – waiting for final amount from merchant." If the final transaction amount ends up being different than the amount we authorized, your account balance will be adjusted when we receive the final transaction amount.

We're pleased to serve your financial needs. If you have any questions regarding this change, please call the number listed on this statement or visit [bankofamerica.com/locator](http://bankofamerica.com/locator) to find a banking center nearest you.




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 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for May 23, 2015 to June 24, 2015

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on May 23, 2015	\$12,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on June 24, 2015</b>	<b>\$12,782.46</b>

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## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | May 23, 2015 to June 24, 2015

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ISRAEL

#### Customer service information

Customer service: 1.800.432.1000  
TDD/TTY users only: 1.800.288.4408  
En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for June 25, 2015 to July 27, 2015

FOUAD TWAL

Account number: 0021 9884 1908

### Account summary

Beginning balance on June 25, 2015	\$12,782.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on July 27, 2015</b>	<b>\$12,782.46</b>

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## Your Regular Checking

for July 28, 2015 to August 25, 2015

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on July 28, 2015	\$12,782.46
Deposits and other additions	250.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on August 25, 2015</b>	<b>\$13,032.46</b>

Read our article online:

## "5 Hidden Benefits of 529 College Savings Plans"

Learn how these plans can help you pay for college at [merrilledge.com/5benefits](http://merrilledge.com/5benefits)



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**Are Not Bank Guaranteed**

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | July 28, 2015 to August 25, 2015

### Deposits and other additions

Date	Description	Amount
08/19/15	Online Banking Transfer Conf# tkq64wy6x; POGGI, BERNARD	250.00

**Total deposits and other additions** **\$250.00**

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#### Here's a tip

### Traveling soon? Help avoid possible interruptions to your card.

Whether you're traveling out of state or out of the country, you can quickly set your travel dates in Online or Mobile Banking<sup>1</sup> to help avoid possible interruptions to your debit or credit card use while away.

Set your travel notice in the Mobile Banking app<sup>1</sup> or at [bankofamerica.com/trip](http://bankofamerica.com/trip).

<sup>1</sup>Mobile Banking requires enrollment through the Mobile Banking app, mobile website or Online Banking. View the Online Banking Service Agreement at [bankofamerica.com/serviceagreement](http://bankofamerica.com/serviceagreement) for more information. Data connection required. Wireless carrier fees may apply. The Mobile Banking app is available on iPad, iPhone, and Android devices. Bank of America, N.A. Member FDIC. ©2015 Bank of America Corporation ARTWGRSB SSM-05-15-0307.B

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## Account Changes

At Bank of America, we are committed to keeping you up-to-date on any changes that may impact your banking accounts.

**In the next few months, you will see changes to some banking fees that may apply to your checking, savings and CD accounts. Before these go into effect, we would like to explain which fees are changing, when they are changing, and also let you know about steps you can take to help avoid some of them.**

Fee	Amount	Effective Date	What to Keep in Mind
<b>Overdraft Protection Transfer Fee</b> When you sign up for this optional service, we transfer available funds from an eligible linked Bank of America account to help protect you from overdrawing your account. This fee is applied to each individual transfer from an eligible linked deposit or line of credit account. Please see your credit card agreement for information about Overdraft Protection Transfer fees from a linked credit card.	\$12 each transfer	This fee applies to transactions that post on or after November 6, 2015.	To help prevent overdrafts, set up email, text and Mobile Banking app alerts to help you keep track of transactions and balance changes. The Mobile Banking app and Mobile Banking App alerts are not available on select devices. Mobile Banking app alerts are not available on the mobile website. To learn more and to set up Overdraft Protection for your eligible accounts, visit <a href="http://bankofamerica.com/odp">bankofamerica.com/odp</a> .
<b>Domestic Outbound Wire Fee</b> This fee applies to wire transfers you send within the U.S.	\$30 each wire transfer	This fee applies to transactions that post on or after November 6, 2015.	You may want to consider other ways to transfer funds, such as Online Bill Pay or transferring money to family or friends through their mobile number or email address. Fees may apply to certain transfers. For more information, go to <a href="http://bankofamerica.com/transfers/funds-transfer.go">bankofamerica.com/transfers/funds-transfer.go</a> or you can call us at the number on this statement to discuss your specific needs.
<b>Check Copy Fee</b> There is no fee for the first two copies of each request. This fee applies for each following copy: \$3 per copy, with a maximum of \$75 per request for check copies. Does not apply to accounts opened in Massachusetts and New Hampshire.	\$3 per copy (\$75 maximum per request)	This fee applies to requests that are processed on or after November 6, 2015.	You can often avoid this fee by viewing and printing your available checks in Online Banking. To determine what checks are available through Online Banking, please select the Statements and Documents tab. Visit <a href="http://bankofamerica.com">bankofamerica.com</a> to sign in or learn more about Online Banking.
<b>Statement Copy Fee</b> Each statement copy requests incurs a fee.	\$5 per copy	This fee applies to requests that are processed on or after November 6, 2015.	You can often avoid this fee by viewing and printing your available statements in Online Banking instead of ordering the copy from us. You can access up to 18 months worth of statements through Online Banking by selecting the Statements and Documents tab. Visit <a href="http://bankofamerica.com">bankofamerica.com</a> to sign in or learn more about Online Banking.
<b>Legal Process Fee</b> This fee is charged for each legal order or process that directs us to freeze, attach or withhold funds or other property, such as an attachment, levy or garnishment.	\$125 each occurrence (Or such other rate as may be set by law)	This fee applies to each legal process that is handled on or after November 6, 2015.	More information can be found in your Deposit Agreement and Disclosures under the section, "Legal Process – Subpoena and Levy."

Continued on next page

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Fee	Amount	Effective Date	What to Keep in Mind
<b>Withdrawal Limit Fee — Regular Savings, Custom Savings and all "Money Market Savings" accounts such as Rewards Money Market Savings, Platinum Money Market Savings, and Money Market Savings</b>	Each monthly statement cycle, you can make a total of six withdrawals and transfers with no Withdrawal Limit Fee. After six, the fee is:  \$10 per withdrawal and transfer	This fee will apply beginning with your statement cycle that starts on or after October 14, 2015.	You may make additional withdrawals and transfers with no Withdrawal Limit Fee when you maintain a minimum daily balance of \$2,500 or more in your savings or money market savings account.  We charge no more than six Withdrawal Limit Fees per monthly statement cycle.
<b>Withdrawal Limit Fee — Minor Savings</b>	Each monthly statement cycle, you can make a total of six withdrawals and transfers with no Withdrawal Limit Fee. After six, the fee is:  \$1 per withdrawal and transfer	This fee will apply beginning with your statement cycle that starts on or after October 14, 2015.	You may make additional withdrawals and transfers with no Withdrawal Limit Fee when you maintain a minimum daily balance of \$300 or more in your Minor savings account.  We charge no more than six Withdrawal Limit Fees per monthly statement cycle.

**About Withdrawal Limit Fees (previously called Excess Withdrawal Fees) for savings accounts**

These fees apply if you make more than the allowed number of withdrawals and transfers from your savings or money market savings account per statement cycle (or per monthly period if your statement cycles quarterly). These fees apply to all types of withdrawals and transfers, including at ATMs, at financial centers, by telephone, by mail, through Online and Mobile Banking and by any other electronic means.

If you receive a quarterly statement, please note that we calculate and apply these fees to each monthly period in the quarterly statement. This means that the first six transactions in each month of the quarter can be made with no Withdrawal Limit Fee.

Monthly statement cycles are approximately 30 days, but please note that they can start and end on different dates from month to month. Each statement shows the start and end dates for that statement cycle. As an example, a statement that ends on October 14, 2015, starts approximately 30 days before that date. You can contact us to see when your statement cycles start and end each month.

**We are here to help**




For more information about these changes and other fees that may apply to your accounts, visit your nearby financial center, or you can review the Personal Schedule of Fees at [bankofamerica.com/feesataglance](http://bankofamerica.com/feesataglance).

Please let us know if you have any questions about these changes or would like to discuss other account options that might be right for you, like our Bank of America Preferred Rewards program. You can stop by a financial center or give us a call at the number listed on this statement.

P.O. Box 15284  
Wilmington, DE 19850

FOUAD TWAL  
LATIN PATRIARCHATE OF JERUSALEM  
JAFFA GATE PO BOX 14152  
JEUSALEM, ISRAEL 91141  
ISRAEL

#### Customer service information

 Customer service: 1.800.432.1000  
TDD/TTY users only: 1.800.288.4408  
En Español: 1.800.688.6086  
 [bankofamerica.com](http://bankofamerica.com)  
 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for August 26, 2015 to September 24, 2015

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on August 26, 2015	\$13,032.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on September 24, 2015</b>	<b>\$13,032.46</b>

Read our article online:

## "5 Hidden Benefits of 529 College Savings Plans"

Learn how these plans can help you pay for college at [merrilledge.com/5benefits](http://merrilledge.com/5benefits)



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Investment products:

**Are Not FDIC Insured**

**Are Not Bank Guaranteed**

**May Lose Value**

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## **IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS**

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking. Or, you can call our Customer Service team.

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**Electronic transfers**: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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**Equal Housing Lender**



## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | August 26, 2015 to September 24, 2015

**In November, we will begin requiring a valid identification (ID) for cash deposits made with our tellers.**

We are making this change to help us better manage the risks associated with cash transactions. Starting in November, we will need a valid ID to accept a cash deposit from you. If you allow others to make deposits to your accounts, such as family members, they will also need to show a valid ID.

Your Bank of America® ATM or debit card with PIN verification is the easiest way for us to confirm your identity. You may also use valid government-issued photo IDs, such as a driver's license, US Armed Services ID or a passport.

As a reminder, you can still deposit cash and checks at any Bank of America ATM that accepts deposits.

If you have any questions, we are here to help. Please call the number listed on this statement.

- ✓ To help you **BALANCE YOUR CHECKING ACCOUNT**, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Let's use all our connections to fight hunger

Go to [bankofamerica.com/fighthunger](http://bankofamerica.com/fighthunger)  
to donate and encourage your  
friends to do the same.



For every  
\$1 you donate,  
we'll give  
\$2 more.\*

\*All donations, including the Bank of America Foundation's matching donations, will go to the Feeding America network (the Feeding America National Office, or affiliated local food banks). For individual donations made to Feeding America through the Give a Meal™ program before December 31, 2015, the Foundation will match each donation (up to \$1,000 per donor) two-to-one, with a maximum total Foundation donation of up to \$50,000 to any individual local food bank, and an aggregate maximum Foundation donation of up to \$1,500,000 for all Feeding America programs.  
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ISRAEL

#### Customer service information

-  Customer service: 1.800.432.1000  
TDD/TTY users only: 1.800.288.4408  
En Español: 1.800.688.6086
-  [bankofamerica.com](http://bankofamerica.com)
-  Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for September 25, 2015 to October 26, 2015

Account number: 0021 9884 1908

**FOUAD TWAL**

### Account summary

Beginning balance on September 25, 2015	\$13,032.46
Deposits and other additions	250.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on October 26, 2015</b>	<b>\$13,282.46</b>

# See art and culture for free

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**Learn more at [bankofamerica.com/artsonus](http://bankofamerica.com/artsonus).**

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- Museums
- Botanical Gardens
- Science Centers
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## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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**Electronic transfers:** In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | September 25, 2015 to October 26, 2015

### Deposits and other additions

Date	Description	Amount
10/06/15	Online Banking Transfer Conf# 14mv7lrgf; POGGI, BERNARD	250.00

**Total deposits and other additions** **\$250.00**

- ✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

## They're not just heroes, they're our neighbors

Join us in helping connect our returning service members and veterans to the things they need to make their lives better. Express your support using **#troopthanks** and we'll donate \$1 (up to \$1 million) to Wounded Warrior Project. For details, visit [bankofamerica.com/troopthanks](http://bankofamerica.com/troopthanks).

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Tampa, FL 33622-5118

## Your Regular Checking

for October 27, 2015 to November 23, 2015

Account number: 0021 9884 1908

FOUAD TWAL

### Account summary

Beginning balance on October 27, 2015	\$13,282.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-0.00
Checks	-0.00
Service fees	-0.00
<b>Ending balance on November 23, 2015</b>	<b>\$13,282.46</b>

Read our article online:

**"How much do I *really* need to save for retirement?"**

Find out if you're saving enough at [merrilledge.com/howmuch](http://merrilledge.com/howmuch)



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**May Lose Value**

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## Your checking account

FOUAD TWAL | Account # 0021 9884 1908 | October 27, 2015 to November 23, 2015

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you're thinking

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No purchase necessary. Sweepstakes ends 01/31/16. Open to all US residents, 18 yrs of age or older. For official rules and entry go to [bankofamerica.com/advisorypanel](http://bankofamerica.com/advisorypanel). Void where prohibited.  
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 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Regular Checking

for November 24, 2015 to December 24, 2015

**FOUAD TWAL**

Account number: 0021 9884 1908

### Account summary

Beginning balance on November 24, 2015	\$13,282.46
Deposits and other additions	0.00
ATM and debit card subtractions	-0.00
Other subtractions	-13,282.46
Checks	-0.00
Service fees	-0.00
<b>Ending balance on December 24, 2015</b>	<b>\$0.00</b>

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## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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**Withdrawals and other subtractions**

## Other subtractions

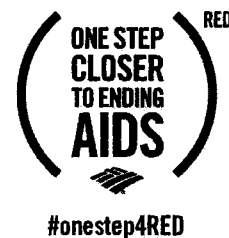
Date	Description	Amount
11/27/15	ACCOUNT CLOSING TRANSACTION	-13,282.46
<b>Total other subtractions</b>		<b>-\$13,282.46</b>

- ✓ To help you **BALANCE YOUR CHECKING ACCOUNT**, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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GENERATION  
IS WITHIN OUR GRASP**

Thanks to life-saving medicine that costs as little as 30 cents a day, a mother with HIV can give birth to a healthy, HIV-free baby.

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# EXHIBIT 16

**His Beatitude, Latin Patriarch of Jerusalem**  
**Visit to Los Angeles, California USA**  
September 24-26, 2012

**Overview:**

- This was a very productive visit with a number of people met who are willing and able to assist AUM and The Patriarchate with some additional cultivation.
- Knowing what we know now, it would have been advisable to have talked with Archbishop Gomez's office and the leadership of Equestrian Order as we were preparing this visit. Many (by no means all) of those we were hoping to see are well connected to either or both of these entities.
- While we can now follow-up on our own with many of these people now, I think it is probably advisable to inform/seek advice from these two entities before next steps are taken. I believe that they want to help.
- His Beatitude Patriarch Fouad Twal did a great job of talking about both the challenges in the Middle East/Holy Land and the role of AUM in attempting to address some of those needs with all those who he met. There is a great respect for him and his office among all those who were touched.
- Father Mike McDonough also spoke very well and comprehensively about the work in the Holy Land and about AUM.
- Father Rick Van deWater is willing and committed to help with Patriarchate activities in the Los Angeles area going forward. He has a strong Arab community in his parish in Redlands.

**September 24, 2012 Meetings**

Mayor Richard J. Riordan(retired), Riordan Foundation:

141 N. Bristol Ave., Los Angeles, CA. 90049  
310.472.2020

Diana Containa (Ass't) Wk. - 310.472.5070, Cell- 949.939.9909

- Breakfast at Factor's Famous Deli, 9420 W. Pico, (310.278.9175)
- Mayor Riordan had coffee with Zev Yaroslavsky, Chairman of the Board of Supervisors for the County of Los Angeles, before we arrived. We were all introduced to him before he left.
- Mayor Riordan care deeply about education. His Foundation is very focused on promoting the idea of blended learning (in-classroom teachers and on-line teaching). He believes that this is the wave of the future and his foundation is supporting pilot programs in 3-5 Catholic elementary schools in LA (Catholic Schools are better set-up to facilitate this program more quickly).
- He introduces us to his staff and gave us two ideas of what to ask for: 1) a pilot school on blended learning in Jerusalem; 2) a "teach the teachers" program at AUM.
- The Foundation Staff: Jamie \_\_\_\_\_ -VP, and Jessica Flores (who Father Mike spoke with) - 310.472.2020.
- The Mayor also knows a number of prominent Arabs in the area and is willing to give us names and may be willing to do something with them if he asked.
- Mayor Riordan also said we should try and connect with Bill Simmons (it may be the Mayors brother-in-law?), but I need to do some research on him. 310.500.4280-Of., 310.459.7595- hm. (We should not use the Mayors name).
- The Mayor also knows the Maloof Brothers in Sacramento, who own the NBA Kings. He would help us with them.

- He also suggested we meet Salaam Zilka, an Iraqi Jew, who he thinks can be helpful.
- His Beatitude also invited the Mayor to come to the Holy Land and he said he might if we can get the Foundation to come and look at a school project there.

Archbishop Gomez- 3424 Wilshire Blvd., Los Angeles, CA. (213)637.7534

- While thoughtful and respectful, Archbishop seemed a little distant and both Fr. Mike and I thought hidden in his comments was a suggestion to have contact earlier next time His Beatitude visits LA.
- With advance notice the Archbishops office will help with receptions and introductions in LA, Orange County, and San Diego to help with fund-raising.
- Archbishop is leading an LA group trip to the Holy Land in October of 2013

Thomas P. & Margaret A. Romano (Italian) - 2520 S. Oak Knoll Ave, San Marino Ca. 91108-2432, (626)447.0301, (949)673.2016

- They are the S. Cal leaders of the Equestrian Order of the Holy Sepulcher of Jerusalem
- Hosted a beautiful dinner for 7 couples to meet the Patriarch on very short notice. We need to get back with them and go over name of those there and not there and talk strategy.
- I suggested to Margi & Tom that they should invite His Beatitude to the next regional meeting of the Equestrian Order which they indicated was in the works.
- Tom works for State Farm Life Insurance as do other members of their family.
- Get names and addresses for Patriarch thank you notes. (Who does those?)

William H. Davidson- 4901 Morena Blvd, Suite 106, San Diego, CA. 92117; (858)270.8100 (858)272.6754(hm)

- He and his wife (Carolyn) attended the Romano party.
- Gave me his card and told me that he would be willing to help in San Diego. (There are people in San Diego like the owner of the Union Tribune who is Catholic).

Steve McEveety- 401 Wilshire Blvd. Suite 1065, Santa Monica, CA. 90401; (310)899.5548 (wk.), (310)719.2045 (cl).

- Close friend of Jim and Kerri Caviezel (*Passion of the Christ*)
- Producer with a number of major releases to his credit.
- Said we could use his name if that would help.
- He has not visited the Holy Land with the exception of filming "*The Stoning of Soraya M.*" in Jordan.
- Will host an event if asked for some of his friends to meet the Patriarch.
- Will do some prospect identification for us.
- Worked closely with Mel Gibson on the passion and other projects
- Is also a good friend of Bear Gryllis who has an office on the same floor as Steve's office.
- Lives in Thousand Oaks, with-in blocks of the Caviezels.

Kathleen McCarthy- 10449 Bainbridge Ave., Los Angeles, CA. 90024-2611; (310)475.5485; kathlmcc@aol.com

- Tom McCarthy, Kathleen 1<sup>st</sup> husband has passed away some years ago.
- Frank Costlan is Kathleen new husband. They have been married several years.
- Kathleen's parents founded Farmers Insurance (A national ins Co.).
- Kathleen is a member of the Equestrian Order.
- She is a very good friend of Archbishop Gomez and Cardinal Mahoney.

- She believes Cardinal Mahoney could be of great help with the LA Jewish community, which is substantial, who she believes will resonate with the AUM vision. She said that Fr. Kevin Costelnik (pastor of the Cathedral Parish) could help with the Cardinal.
- She also suggested that Monsignor Vadikim knows the Jewish community well and could be helpful.
- Kathleen cancelled her meeting with his Beatitude saying "since you now have had meetings with the Archbishop and are meeting with the Equestrian Order it not so important that you meet with me". While she told me when she made the appointment that her schedule was tight, I think she really felt we had not followed protocol with the Archbishop and Knights and Ladies.
- Recommended contacting the Leavey Foundation, Dan Murphy Foundation, Doheny Foundation and the Hilton Foundation.
- She and her new husband might host something if Archbishop Gomez asks (This would be an event Barron Hilton could be invited to.)

Michael Feely-Latham & Watkins, 355 S. Grand Ave., Los Angeles, CA. 90071-1560; (213)485.1234 (wk.); [michael.feely@lw.com](mailto:michael.feely@lw.com)

- Schedule conflicts prevented His Beatitude, Father Mike and Father Rick from being at this meeting.
- Attorney with clients around the world (former head of LA Equestrian Order). Young and energetic!
- Gave a number of names who he thinks will be interested in AUM:
  - Bruce & Carolyn Ludwig- She is on the American University of Cairo Board
  - Lamia Mekhemer- was the Egyptian Ambassador to the Vatican (Muslim), She knows the Ludwig's and Michael things she would be supportive of the AUM vision.
  - Mr. Amash- from Detroit (may be Jordanian), has a son who is a US Congressman.
- Believes we need local (Middle East) money first.
- Feels it would be helpful to be able to assure people that money is going where it is intended.
- Believes we should ask the Vatican to help with names of the Vatican Stewards (people who commit \$1M to the Holy Father)?

J. Frank Stewart- 446 ½ Landfair Ave. Westwood, CA 90024-2139; (310)275.7560 (wk.), (310)824.3558; Ass't. Paula- [paula@jfrankstewart.com](mailto:paula@jfrankstewart.com)

- Jim Caviezel Attorney. (Seems to have a personal relationship with both Jim and Kerri).
- Tried hard to get us connected to the Caviezels. When that didn't work, called Steve McEveety and arranged a date.
- Willing to meet and talk about other names.

Jim and Kerri Caviezel- Thousand oaks, CA.; (818)635.5091 (Kerri Cl.)

- Schedules didn't work because of child's and Jim's Birthdays. She called and left a message about their hopes to meet the Patriarch and willingness to help. (They are planning a trip to the Holy Land with family that I offered the help of your office with).

Father Andrew & Two member of Equestrian Order:

- Participant- William G. Applegate III, P.O. Box 27522, San Francisco, CA 94127; (415)469.7732 (wk.), (415)637.8070(cl.)
- Father Andrews's brothers founded the Fidelity Group.



- Father Andrew was hoping to create some resources for AUM by suggesting that Distance Learning could be a new revenue stream. He and his team are willing to cover all the costs of setting this up.
- They would like a letter from the Patriarch and The president of the University saying all of this is their wishes too.

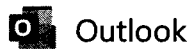
#### Follow-Up

- Visit all of these people and ask for advice, help and other names the next time Patriarch comes.
- Visit Foundations and talk about strategies and proposals.
- Review all contacts for needed steps.
- Form an International AUM Advisory Board – key people like Caviezels.
- I didn't grab material is it a case for support?
- Patriarch's next trip? Invite for him to be a Western Order meeting in SLC in October 13

#### Next Round of Activities

- Schedule a Los Angeles/ San Diego/ San Francisco visit (end of October)
- Develop specific call list with strategies
- Visit to Denver to begin developing relationships there that need planning
- Visit Salt Lake City, Utah, sight of Western Equestrian Order meeting in Oct. of 2013 to begin meeting prominent Catholics there that His Beatitude should meet.

## EXHIBIT 17A



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RE: مديونية الجامعة

---

From His Beatitude Fouad Twal <fbt@lpj.org>  
Date Wed 4/23/2014 5:53 AM  
To BENJAMIN SERYANI <seryani@msn.com>

I am already in Amman, I think again you can start dealing this issue with Etihad Bank, and if the money arrive meanwhile, you can stop the deal or we can follow up...but start already and God bless your efforts. My love and prayers for the whole family..K

---

**From:** BENJAMIN SERYANI [mailto:seryani@msn.com]  
**Sent:** Wednesday, April 23, 2014 4:23 AM  
**To:** His Beatitude Fouad Twal  
**Subject:** Fwd: الجامعة مديونية

Your Beatitude , Sayedna

This is the final answer from al Etihad bank Using one of the music academy lands (please read the attached Email in Arabic ).

If we use this option we will have about 600k extra after the payoff the loan ,

The process will be during 10 days period

Those are our scenarios :

- If we have guaranteed money coming before the end of the month / Then we should not use this option
- if we don't have money coming or we are not sure about it / this will be the only option as we need to pay the payroll For April And to cover the overdrawn account from March payroll 350k / this option will give us a leverage of three months to payback with no extra coast .

Sayedna ,

Bank Aletihad worked hard to help us avoid any legal conflict , we are not getting the real value of the land but this option will end one of the defaulted loans and will stop accumulation of an interest rate of 9.25% .

Please advise if you want me to proceed with this option .

God bless

Sent from my iPad

Begin forwarded message:

**From:** ben <ben@synergysselectone.com>  
**Date:** April 22, 2014 at 7:17:37 PM PDT  
**To:** seryani <seryani@msn.com>  
**Subject:** Fwd: الجامعة مديونية

Sent from Samsung Mobile

----- Original message -----

From: Hani Shenaiwer

Date: 22/04/2014 12:54 AM (GMT-08:00)

To: [ben@synergyselectone.com](mailto:ben@synergyselectone.com)

Subject: مديونية الجامعة

تحية واحترام

عطفًا على الاتصالات التي تمت معكم حول الموضوع اعلاه فارجو اعلامكم بما يلي :

قمنا باجراء تقديرين للعقار من قبل مقدرين خارجيين وقد كانت النتائج على النحو التالي:

- التقدير الاول بلغ 2.5 مليون دينار ( 11 دينار للمتر المربع )

- التقدير الثاني بلغ 2.3 مليون دينار ( 10 دينار للمتر المربع )

وقد تم بحث الموضوع بشكل مبدئي مع الاداره وبهدف المساعدة من قبلنا فيمكن المافقه مبدئيا وفق لما يلي :

- ان يكون سعر التبادل للمتر 15 دينار بمبلغ اجمالي ( 3.495 مليون دينار )

- ان تكون فتره الاسترداد ثلاثة شهور فقط

- ان يمنح البنك وكاله عدليه بالعقار من مالكة اكاديميه الموسيقى

فرجو اعلامي ان كان ذلك مقبول لكم

مع وافر التحية

Please consider the environment before printing this email.

**CONFIDENTIALITY NOTICE:**

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**EXHIBIT 17B**



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**RE: Mr. Sweeney**

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**From** His Beatitude Fouad Twal <fbt@lpj.org>  
**Date** Wed 6/18/2014 10:27 PM  
**To** BENJAMIN SERYANI <seryani@msn.com>

Great, I think that is a work of specialists...not easy to answer...as you know our situation is urgent and critical..do everything possible and do not lose the occasion.. As a delegation from the Vatican will come, please prepare well all your papers and documents and then the needs, without mentioning our deal with Charlie...It was nice to meet your family here in the Patriarchate...I still doubt in the prayer of Fr. Samander...!!I wish you the best in your trip. Today I am leaving to Jordan...pray for me in Rome.

---

**From:** BENJAMIN SERYANI [mailto:seryani@msn.com]  
**Sent:** Thursday, June 19, 2014 7:34 AM  
**To:** mcdonagh\_10@yahoo.com; His Beatitude Fouad Twal  
**Subject:** Mr. Sweeney

Dear,  
When I had the meeting with Charlie those are the subject we discussed  
Without the Cardinal Holding /this is new .  
I will try to get hold of him tonight and update everyone.  
God bless

Sent from my iPad

Begin forwarded message:

**From:** "C Sweeney- PacGlobal" <[cs.pacglobal@gmail.com](mailto:cs.pacglobal@gmail.com)>  
**Date:** June 19, 2014 at 12:47:54 AM GMT+3  
**To:** "Benjamin Seryani" <[ben@synergyselctone.com](mailto:ben@synergyselctone.com)>  
**Subject:** FW: brochures on AUM / Loans

Hi Ben:

Getting back into my routine here.

The 4 work streams that I'm working on with you are:

1. Refinance the debt - \$30-35M
2. Solar Farm Financing
3. Insurance for AUM –
4. Cardinal Holdings – agreement with the Latin Patriarch to facilitate donations

The following is an email from my brother on the type of information that's needed to refinance the debt. He's a banker and has approached a few banks and trusts to discuss a long term debt facility and there seems to be some preliminary interest.

Let me know when you are free for a call.

Charlie Sweeney Jr

If you would like me to run out to Merced to look at the houses you are considering, let me know. I can do it any day next week.

**From:** Brian Sweeney  
**Sent:** Wednesday, June 18, 2014 11:54 AM  
**To:** C Sweeney- PacGlobal  
**Subject:** Re: brochures on AUM

can we get the electronic versions of these? Probably will help with marketing this.

Need to know:

What type of loan is currently outstanding?

What type is ideal?

Amount currently outstanding and needed moving forward?

Term that will fit the school?

Guarantor and their wherewithal to support the loan?

What are current financials of the school?

What is the underlying collateral-- real estate vs. operating company/school vs. guarantee?

Are there any restrictions to domestic funding- (tax)?

Who have they already taken this to ?

Anyone they do not want them to take to?

Probably more questions but just my initial ones.

On Tue, Jun 17, 2014 at 7:25 PM, C Sweeney- PacGlobal  
<[cs.pacglobal@gmail.com](mailto:cs.pacglobal@gmail.com)> wrote:

***Charlie Sweeney***  
**+1 (510) 301-8478**  
**[cs.pacglobal@gmail.com](mailto:cs.pacglobal@gmail.com)**

Sent from my iPad

# EXHIBIT 19





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re

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**From** His Beatitude Fouad Twal <fbt@lpj.org>

**Date** Fri 6/27/2014 5:03 AM

**To** BENJAMIN SERYANI <seryani@msn.com>

I hope you are enjoying your trip to Italy with good weather and delicious Spaghetti...give me please your good news with Charlie....do not lose him even if we make some sacrifices..best wishes to the wonderful lady..a true Lady with her good smile....If Fr. Majdi is with you ,as I suppose, because he was not with us at the Ordination, I think I must double my prayers for you all..come back home more holy and more happy and less stressed..

## EXHIBIT 20



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**commission**

---

**From** His Beatitude Fouad Twal <fbt@lpj.org>

**Date** Tue 12/23/2014 11:34 AM

**To** BENJAMIN SERYANI <seryani@msn.com>

Very dear Benjamin and family. Christmas is a good occasion to wish you all happy Feast and a new year full of blessing, success and good health. Hope to see you soon....

You know already that the Vatican assigned an **International commission** ( some Bankers from Germany and other from Swisserland and America) and a **local one** to run the direction of the University, and to provide Funds to pay the many loans of the banks and of the privet persons and contractors . So all Banks are quiet now. We know that daily, for these loans, we have to pay **daily 15.000 jd**, and really you and me we did all what we can do, but we cannot go with this burden...so in one way, I can sleep without aspirin, and from another hand, it was a little bit painful, not to follow directly this difficult issue...

You said it often that no one of our big bosses, was entitled to run in a perfect way this big project...

So all bishops are agreed with this solution, we pray and we hope that can be the good one.

With my blessing , friendship and gratitude....

PS: We are using our new mail account [fbt@lpj.org](mailto:fbt@lpj.org)

# EXHIBIT 21



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**commission**

---

**From** His Beatitude Fouad Twal <fbt@lpj.org>

**Date** Tue 12/23/2014 11:34 AM

**To** BENJAMIN SERYANI <seryani@msn.com>

Very dear Benjamin and family. Christmas is a good occasion to wish you all happy Feast and a new year full of blessing, success and good health. Hope to see you soon....

You know already that the Vatican assigned an **International commission** ( some Bankers from Germany and other from Swisserland and America) and a **local one** to run the direction of the University, and to provide Funds to pay the many loans of the banks and of the privet persons and contractors . So all Banks are quiet now. We know that daily, for these loans, we have to pay **daily 15.000 jd**, and really you and me we did all what we can do, but we cannot go with this burden...so in one way, I can sleep without aspirin, and from another hand, it was a little bit painful, not to follow directly this difficult issue...

You said it often that no one of our big bosses, was entitled to run in a perfect way this big project...

So all bishops are agreed with this solution, we pray and we hope that can be the good one.

With my blessing , friendship and gratitude....

PS:We are using our new mail account [fbt@lpj.org](mailto:fbt@lpj.org)

## EXHIBIT 22



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**Urgent from Fr. Emil**

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**From** Latin Emil <salaytae@hotmail.com>

**Date** Sat 12/5/2015 2:52 AM

**To** Antonio Franco <antofranco@gmail.com>; Fr. Humam Khzouz <ceo@lpj.org>; His Beatitude Fouad Twal <fbt@lpj.org>

Your Excellency Archbishop Antonio Franco,

Greetings from Jerusalem! As you may know Fr Imad and myself, we have been working hard over to the last three months to finish the auditing on Benjamin file, and so far in the second financial report prepared by the auditor, Benjamin has the right to be paid at least \$ 900.000 not considering the Labs. Though Benjamin is not satisfied with this second financial and submitted more financial requests, not supported with official receipts, and still under control of the auditor.

As for the Labs, still we don't have the file from him, for I believe he wants it to be his last Card for the court, since he doesn't see any positive attitude from The University, since they refused to pay him his money, pretending that they used it for salaries. The issue of the Labs is little complicated for he said that the 5 files of the Labs were taken by His Beatitude, while his Beatitude said Ben took it back, which is not the fact according to Ben!!

Fr. Imad and myself were able to control things and Ben had very positive attitude listening to us, and promised not to go to court until we finish with the financial report, The auditor is unable to finish it without the files of the labs, and it would take us a while to verify the document that he provided since there is contradictions with the reports of the University. Also the AUM contradicts itself with their declarations about the labs!!!

Ben decided this morning to fly back to the States, after filing a case in the Jordanian courts, and declared that as soon as he arrives to the States, within a week he is going to file several cases against the AUM, His Beatitude, the local committee and others. I'm afraid the all parties will be in difficult situation from now on.

I do recommend to avoid the current situation and it's legal implications, to pay him part of his financial rights, if you and the Foundation would help Fr. Imad and myself to continue with our mission to end this file, please consider a decision to wire Ben at least \$ 250.000.00 as first installment of good will from your side, towards a final settlement. I believe such a step would be for the good of the Church.

If you decide otherwise, please know that such a decision would be the end of our mission with this file, and it would be left to the courts to decide. We have done major part of the job so far, but the attitude of AUM, and the court filed by Youssef against Ben in Amman, the shortage of money for him and his family, while he has been promised to be paid his money at AUM and the denial of the Patriarchate towards his contribution and the non stop defamation against him and his family while the second financial report of the auditor states that his has rights with more than \$ 900.000.00 without the labs, is something that he can't take any more according to him, and that is why he decided not to wait any more.

Please your Excellency consider what you wanted to do 4 months ago, a good will sign towards making a good end to this file a possibility. For I'm sure anticipating an installment of at least \$ 250.000.00 would help us to stop any legal measure.

With my best regards.

Fr. Emil

Fr. Emil Salayta  
President of the Latin Patriarchate Ecc. Court  
Latin Patriarchate - Jerusalem  
Jaffa Gate. P.O.Box 14152  
91141 Jerusalem % Israel  
Cell phone # :+ 972-549706402  
<http://www.hcef.org>



# EXHIBIT 23



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**Fwd: Urgent from Fr. Emil**

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**From** Latin Emil <salaytae@hotmail.com>  
**Date** Sun 12/6/2015 9:22 PM  
**To** His Beatitude Fouad Twal <fbt@lpj.org>

Sent from my iPhone

Begin forwarded message:

**From:** Antonio Franco <[antofranco@gmail.com](mailto:antofranco@gmail.com)>  
**Date:** December 6, 2015 at 11:53:11 PM GMT+2  
**To:** Latin Emil <[salaytae@hotmail.com](mailto:salaytae@hotmail.com)>  
**Subject: Re: Urgent from Fr. Emil**

Dear Father Emil,

First of all I thank you for the time you gave to me in Jerusalem. The feelings that I expressed to you in that occasion are the ones I have had from the beginning of my involvement in the issue of the University of Madaba, and I hope to be always inspired by them.

I thank you also for what you say about the issue of Mr. Benjamin Syriani. As I told you verbally, I met him only once and am not biased against him. If there have been misunderstandings or other difficulties more serious I'm really sorry.

I have always said and I repeat that we must give to him what's due, provided that his claims are properly documented. I therefore hope that we can arrive soon at the end of the collection of all the necessary documentation.

I also said that the documentation should be controlled by the local Company. So I repeat the request I already made in Jerusalem: to make contact with Mr. Adnan Ziadat, President of the "Mukawer Castle for Education Private Company". This is the procedure that the Vatican Foundation is following with all creditors of the Patriarchate, in relation to the execution of the project of the University of Madaba.

As for your request to give a sign of goodwill to Mr. Benjamin anticipating him the sum of US \$ 250,000.00, I assure you that I will present it to the Foundation. The request, however, cannot be

accepted without the approval of the local Company. If you remember, I said so explicitly in Jerusalem and urged you to get in touch with Adnan. I cannot decide alone. But if on the basis of evidence both you and Adnan arrived to determine how much is owed to Mr. Benjamin, or at least that this money must certainly have to be paid, I am sure that the Foundation will authorize the immediate payment of the sum requested. Unfortunately, with the confusion that still reigns, I don't believe that the Foundation may authorize the payment of a sum so important.

Anyway, I'll let you know the answer of the President of the Foundation, but I await also to know the result of the examination of the documents by the local Company.

With cordial greetings and the assurance of my remembrance in prayer in this season of Advent.

+ Antonio Franco

On Sat, Dec 5, 2015 at 11:52 AM, Latin Emil <[salaytae@hotmail.com](mailto:salaytae@hotmail.com)> wrote:

Your Excellency Archbishop Antonio Franco,

Greetings from Jerusalem! As you may know Fr Imad and myself, we have been working hard over to the last three months to finish the auditing on Benjamin file, and so far in the second financial report prepared by the auditor, Benjamin has the right to be paid at least \$ 900.000 not considering the Labs. Though Benjamin is not satisfied with this second financial and submitted more financial requests, not supported with official receipts, and still under control of the auditor.

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I do recommend to avoid the current situation and it's legal implications, to pay him part of his financial rights, if you and the Foundation would help Fr. Imad and myself to continue with our mission to end this file, please consider a decision to wire Ben at least \$ 250.000.00 as first installment of good will from your side, towards a final settlement. I believe such a step would be for the good of the Church.

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Please your Excellency consider what you wanted to do 4 months ago, a good will sign towards making a good end to this file a possibility. For I'm sure anticipating an installment of at least \$ 250.000.00 would help us to stop any legal measure.

With my best regards.

Fr. Emil

Fr. Emil Salayta  
President of the Latin Patriarchate Ecc. Court  
Latin Patriarchate - Jerusalem  
Jaffa Gate. P.O.Box 14152  
91141 Jerusalem % Israel  
Cell phone # :+ 972-549706402  
<http://www.hcef.org>

## EXHIBIT 24

1 Patriarchate of Jerusalem. These contracts were approved by TWAL in his position as the  
2 Patriarch of the Latin Patriarchate of Jerusalem.

3 9. At the time of these contracts with SYNERGY, His Beatitude Twal had the final decision  
4 making power and authority for anything that related to the American University of Madaba  
5 including but not limited to all the financial decisions.

6 10. The information contained in Exhibit 2 is true and correct, relating to the Arab-American  
7 Catholic Community ("AACC") of St. Joseph Church located 1150 W Holt Ave Pomona,  
8 California 91768. It was first established in 1988 by His Beatitude Patriarch Michael  
9 Sabbah, the Patriarch of the Latin Patriarchate of Jerusalem at the time in collaboration with  
10 Cardinal Roger Mahony of the Los Angeles Archdiocese.

11 11. During a previous position I held as the General Director of the Latin Patriarchate Schools  
12 system 1994, I requested and received donations from our Arab-American Catholic  
13 Communities including our community in Pomona. See Exhibit 3

14 12. In my position as a Judge and the head of the first instance Ecclesiastical court of The Latin  
15 Patriarchate of Jerusalem, I communicated with Mr. Benjamin Seryani in California by phone  
16 and Emails, to negotiate and resolve his case with AUM and LPJ.

17 13. The Latin Patriarchate of Jerusalem is in direct contact and relationship with Arab American  
18 Catholic Community Parishes in United States of America, including the Arab-American  
19 Catholic Community at St. Joseph Church 1150 W Holt Ave Pomona, California 91768 and  
20 The Holy Name of Jesus Parish located at 1203 Columbia St., Redlands, CA 92374.

21 14. On May 27<sup>th</sup> 2015, I received an official request from Plaintiff SERYANI to study his case  
22 with the Latin Patriarchate and reach a friendly agreement and settlement.

23 15. On September 11<sup>th</sup> 2015 His Beatitude Fouad Twal issued an official letter (Exhibit 4) that  
24 delegated to me in my position as the Judicial Vicar of the Latin Patriarchate of Jerusalem  
25 and Rev. Fr. Inad Twal, the General Administrator (Head of Financials) of the Latin  
26 Patriarchate of Jerusalem, with the help of a third party CPA Mr. Samir Sahhar from HLB  
27 International, the authority to examine all the financial claims of Mr. Benjamin Seryani and  
28 Synergy Select One L.L.C. with a mandate to issue a final report before December 1<sup>st</sup> 2015.

1 ROBERT J. SPITZ (BAR NO. 067543)  
2 LAW OFFICES OF ROBERT J. SPITZ  
3 204 North San Antonio Avenue  
4 Oceanside, California 91763  
5 Telephone: (760) 395-0909

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Agency for Plaintiffs,  
BENJAMIN SERYANI and  
SYNERGY SELECT ONE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO- CENTRAL DISTRICT

BENJAMIN SERYANI A/K/A BENJAMIN  
SERAAN SERYANI an individual, and  
SYNERGY SELECT ONE, LLC, an Indiana  
Limited Liability Corporation doing business in  
California.

Plaintiffs,

The Holy See A/K/A Vatican City State  
(HS/VCS) A/K/A Vatican Nation, American  
University of Madaba Inc.,  
American University of Madaba Company,  
American University of Madaba Campus,  
Board of Trustees,  
Latin Patriarchate of Jerusalem, Latin  
Patriarchal Vicariate Ecclesiastical Court,  
Vatican Foundation St. John the Baptist,  
Mukawar Castle For Education Company,  
Honorable Judge Fr. Dr. Majdi Seryani, &  
California resident, His Beatitude Fouad Al-  
Twai, His Excellency Archbishop Pierbattista  
Pizzarello, His Excellency Archbishop Bishara  
Mareun Lahham, His Excellency Archbishop  
William Shornell, His Excellency Archbishop  
Antonio Franco, Cardinal Secretary of State His  
Eminence Pierre Parolin, and DOES 1 through  
200, inclusive.

Defendants.

CASE NO. CIVDS 1923212

DECLARATION OF HONORABLE  
JUDGE FR. EMIL SALAYTA IN  
OPPOSITION TO MOTION TO  
QUASH

Hearing:

Date: March 16, 2020

Time: 3:30 a.m.

Dept.: 8-23

-1-

DECLARATION OF HONORABLE JUDGE FR. EMIL SALAYTA



DECLARATION OF HONORABLE JUDGE FR. EMIL SALAYTA

I, HONORABLE JUDGE FR. EMIL SALAYTA, state and declare as follows:

1. I am competent to testify and if called upon as a witness would testify and attest to the validity of the following matters. I am personally knowledgeable about all of the facts stated in this declaration, except for those facts stated on information and belief and those facts I am informed and believe to be true.
2. I am a holder of a Master degree in Canon Law and International Law.
3. I accompanied His Beatitude Fouad Twal during two pastoral visits to United States that included Southern and Northern California, during which the need to support The American University of Madaba was raised. The arrangements for the visit to California with Patriarch Twal including fundraising dinner at Christin Enabi, for her own Andrew foundation, and his Beatitude spoke about AUM, 50 Thousands were received as donation for AUM were made in collaborations with the pastor at all time, Rev. Rick Van De Water, pastor of our Arab Catholic Community for St. Joseph Church in Pomona. See Exhibit I
4. I am the Latin Patriarchate of Jerusalem Judicial Vicar in Jerusalem and Nazareth, President Diocesan Tribunal.
5. I was the General Director of the Latin Patriarchate Schools during the time period from 1994 through 2000.
6. I have personal knowledge of the facts stated in this declaration on the basis of my position as the Latin Patriarchate Judicial Vicar in Jerusalem and Nazareth, President Diocesan Tribunal.
7. His Beatitude Fouad Twal ("TWAL") was the Patriarch for the Latin Patriarchate of Jerusalem ("LPJ") that is the sole owner of The American University of Madaba, and as the Patriarch of LPJ he had full authority over all properties of the Latin Patriarchate of Jerusalem including but not limited to The American University of Madaba.
8. It was known that the Plaintiff, Benjamin Seryani was the C.E.O. of Synergy Select One, LLC ("SYNERGY") that had a business relationship with AUM and LPJ through multiple contracts that had been established with The American University of Madaba and the Latin

DECLARATION OF HONORABLE JUDGE FR. EMIL SALAYTA



- 1 16. On May 28<sup>th</sup> 2015, after a very long hearing attended by Plaintiff SERYANI, Fr. Issad Twai  
2 the Financial administrator for LPJ, Fr. Majdi Siryani the C.E.O. of AUMC and the treasurer  
3 of AUM Inc, I issued an official letter to His Beatitude Fouad Twai, and His Excellency  
4 Bishop Maroun Lahham advising them to immediately secure and finalize Mr. Seryani's  
5 financial and contractual liabilities with LPJ and AUM, as SERYANI had a massive amount  
6 of financial documentation that was signed, sealed, and recognized by all parties and was  
7 notarized by the Ecclesiastical court.
- 8 17. All the persons who served as the priests for the AACCC parishes in the Pomona, Redlands,  
9 and San Francisco are LPJ priests, including Fr. Lahib Kobi, Fr. George El-Far, Fr. Als  
10 Alamat, Fr. Richard van de water, and many others. Each of them was assigned by an Order  
11 of the Head of the LPJ. Each of these parishes in California have provided casual funding  
12 to the LPJ and later AUM.
- 13 18. In the year 1999, I participated in a fund-raising tour across the United States of America,  
14 along with two other LPJ priests Fr. Lahib Kobi and Fr. Majdi Siryani, we requested urgent  
15 funding from President of NCCBAUSCC ( The United states Conference of Catholic Bishops)  
16 the Most Reverend Joseph A. Fernandez. And we got approved for a second collection for the  
17 LPJ to help cover for the visit of the holy Father John Paul II. The LPJ received  
18 approximately \$3 2,000 from the second collection.
- 19 19. On December 20<sup>th</sup> 2015, after a very long process of Examining all the Financial books and  
20 contracts of SERYANI & SYNERGY with the books of the American University of Madaba  
21 and the financial books of The Latin Patriarchate of Jerusalem and of AUM, I did issue our  
22 final report attached as Exhibit 5, advising His Beatitude to reach a deal with Mr. Seryani as  
23 follows:
- 24 1- We suggest that Your Beatitude would invite Ben for a meeting, and assure him of your  
25 appreciation and respect for all the services offered by him to AUM.  
26 2- We do prefer to make a Package deal with Ben that would close the whole file, including  
27 the labs, the contracts and in return pay him a fare sum. Ben was ready for such a deal, and  
28 we negotiated up to \$ 5,000,000, while he asked for \$ 7,000,000. He is ready to transfer the  
ownership of the contracts and the labs to the Latin Patriarchate of Jerusalem.  
3- We are afraid, that there will be a day, we will regret not reaching a deal with Ben, and face  
a leftover of energy, time and money in courts, where lawyers will be the only one to benefit  
of it. We still believe it is possible for the good of all to negotiate a deal.

20. In my position I communicated with his Excellency Antonio Franco. His Excellency Franco represented himself as the Vatican representative and the Chairman of the Vatican Commission that later became known as the Mukawweh Castle for Education Company. That entity was created to take over the authority for the management and the operational control of the American University of Madaba from the LP).

21. On September 7<sup>th</sup> 2015, I issued an official Email (Exhibit 5) to the following parties, H.D. Tawal, H.E. Labban, H.E. Antonio Franco head of the Vatican Commission, Fr. Majdi Saryan, and others were I advised them as follows:

- 1- No need to remind us all that Mr. Ben was invited by His Beatitude and the Patriarchate to assist us with AUM.
- 2- That he for some years invested money, skills, professional leadership and time in assisting AUM.
- 3- That he covered on our shortage of funding to proceed with essential core issues without which AUM could not start functioning or continue to function with problems of salaries, labs, infrastructure etc.
- 4- That he acted in many fields based on official requests of His Beatitude, Magr. Maroun and others, and he has written documents signed by both on this regards.
- 5- That he was granted a General Power of Attorney of His Beatitude to act as AUM as owner, and all what he did until it was revalued, was upon consultation or official requests "and some of them are documented", signed by His Beatitude.
- 6- That he has signed papers by His Beatitude, Magr. Maroun and under the cover of the Eccl. Court in Amman declaring that we owe him 6.5 million, besides in the letter signed by His Beatitude to Magr. Franco also that we owe him 5 million.
- 7- That Mr. Ben has everything documented, and tens of full big files with all kind of correspondences, bills, receipts, reports etc., while we as Patriarchate have nothing documented and depended mostly on verbal actions.
- 8- That Mr. Ben is a victim of our mist management, and he should not be punished for that, considering what he offered when we were not able to do anything and considering that without his help we wouldn't have been able to function or proceed with AUM during his work with us and on our behalf.

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

Executed this 9<sup>th</sup> day of March 2020, at Amman, Jordan.

  
HONORABLE JUDGE FR. EMIL SALAYTA, Declarant

DECLARATION OF HONORABLE JUDGE FR. EMIL SALAYTA

# EXHIBIT 25

American University in Madaba

Central bureau

February 25, 2014

Delivery no.370

To: Prof. Dr. President of the University

The Hashemite  
Kingdom of Jordan

Ministry of Justice  
Department of General Prosecution

**LATIN PATRIARCHATE OF JERUSALEM**

November 28, 2015

Prof. Dr. George Hazbun Hazbun Al Akram.

President of the American University of Madaba.

We are pleased to send you the most sincere greetings and appreciation for your efforts, and the efforts of all the staff of the University who work with all devotion; to achieve the renaissance of this educational institution, and its extending mission through the depth of history; to be the cultural, and historical heritage that allows the youth to expand the space of cultural, humanitarian, scientific knowledge, and to recognize the values of understanding, forgiveness, peace, brotherhood, the concept of acceptance of the other, and deepen the faith.

We have assigned Synergy Select One cooperative company for services, since 2012 to complete all the unfinished structural, electrical, and mechanical work in the university, and all infrastructure projects, food and beverage services, and completing the infrastructure of restaurants, cafeterias, and booths. This company representing the Latin Patriarchate- the owner of this university- has graciously accepted to operate all systems, and complete the projects in record time to meet the university's requirements for educational and academic purposes in accordance with the requirements of Jordanian accreditation, and sooner- by God's will- the requirements of American accreditation.

With the company's self-financing on behalf of the Patriarchates.

The Company has also provided – and still providing- the university with all the necessary scientific lab requirements for all specializations according to the standards specified by the colleges in accordance with the law, and also provide all the necessary furniture, and all the requirements of the academic and administrative work of the university. Since some of the structural systems are not yet accomplished, or not accepted in accordance with the rules, and the university is in need for them, we hope that you assign this company- in accordance with article 8/G of the public works system, and general supplies validated for the university in building maintenance works, including works of: electricity, mechanics, purification plant, borehole, buildings management in compliance with the law, and within the regulations and orders in force, provided that the prices are to be studied in conformity with the regulations and according to the provisions of the law, without resulting in to the interference in the university's affairs in conformity with the law and its regulations, which guarantee the university's independence, and not interfering in its affairs in order to avoid any contractual or professional disagreement that may occur in responsibility.

We ask God, the Almighty, to bestow on you good and blessing.

Yours Sincerely,

Stamp

His Beatitude Fouad Twal

Latin Patriarchate of Jerusalem

(Signed)

Latin  
Patriarchate  
of Jerusalem



**Certificate of Accuracy**  
**LATIN PATRIARCHATE OF JERUSALEM**

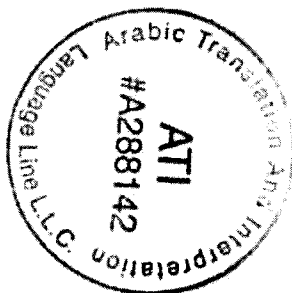
I Ahmed Abbas, certify that I am fluent in the English and Arabic Languages based on education, training, and common usage. I have carefully examined the Document: **LATIN PATRIARCHATE OF JERUSALEM** in the Arabic language, and have translated it to the English Language summary format; and that to the best of my ability and knowledge, this is true, correct, and accurate translation of the attached document: **LATIN PATRIARCHATE OF JERUSALEM** and I declare the above under penalty of perjury of the laws of the United States.

Date: December 28, 2018

Signature:

Ahmed Abbas, GM-  
ATI Language, L.L.C.

Stamp



TRANSLATIONS



GALA

ATI

17011 Beach Blvd, 9<sup>th</sup> Floor, Huntington Beach, CA 92647 ph: (714)362-1204



بطریقہ کتبہ الشریعہ لائبریری

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الجامعة اللبنانية  
المسؤول المالي  
2014/12/29  
٢٥ - ٢٠١٢  
٣٧  
.....  
محول اليه

الاستاذ الدكتور جورج حزبون حزبون الاحمر  
رئيس الجامعة الاميركية في لبنان

يسرنا أن نثبت اليكم بأجمل التحيات مقرونة بجزيل الشكر والتقدير لجهودكم القيمة وجهود كافة العاملين في الجامعة الذين يعملون بتميز وتفاني لهذه النهضة هذه المؤسسة التربوية ورسالتها الممتدة عبر عبق التاريخ لتكون الأثر الثقافي والفكري الذي يتيح للشباب توسيع آفاق المعارف الثقافية والعلمية والإنسانية، والتعرف على قيم التفاهم والمسامحة والسلام والإخاء والحوار الأخير وتسويق الأيمان وبعده،

لقد كاننا منذ العام 2012 شركة " SynergyselctOne " التعاونية للخدمات باستكمال كافة الأعمال الصير منجزة في الجامعة من الأعمال الإنشائية وأصل الكهرباء والميكانيك وكافة مشاريع البنية التحتية وتقديم خدمات الطعام والشراب ولهاها استكمال البنية التحتية للمطاعم والكافيتريات والإكشاك. وقد تكرمت هذه الشركة التي تمثل البطريركية اللاتينية ملك هذه الجامعة بشتغل كافة الأنظمة واستكمال المشاريع في زمن قياسي لبي حاجة الجامعة للأغراض التعليمية والإكاديمية بما يتوافق مع متطلبات الاعتماد الإرنبي وقريبا إنشاء الطي القدير الاعتماد الأمريكي وبتمويل ناتى من الشركة عن البطريركية. كما قامت الشركة وتقوم حاليا بتأمين كافة متطلبات الجامعة من المختبرات العلمية المطلوبة لكافة التخصصات وفق المعايير التي تحددها الكليات حسب الأصول ووفق القانون وتأمين الأثاث اللازم وكافة مستلزمات عمل الجامعة الأكاديمي والإداري.

ونظرا لكون بعض من الانظمة الانتشائية غير مكتملة او لم يتم استلامها اصوليا وتحتاجها الجامعة لثقتنا نأمل منكم تلزيم ( لو تكليف ) هذه الشركة وفق المادة 8/جـ من نظام اللوازم العامة والأشغال المقر للجامعة في أصل صيغة الميثاق بما في ذلك أصل الكهرباء والميكانيك ومحطة التنقية والبنز الارتوازي وإدارة الإبنية وفق القانون وضمن الانظمة والتعليمات الصادرة على أن يتم دراسة الأسعار بصورة اصولية ووفق أحكام النظام دون أن يترتب على ذلك أي تدخل في شؤون الجامعة تماشيا مع القانون ووفق أحكامه التي تضمن استقلالية الجامعة وعدم التدخل في شؤونها وذلك لتفادي أية تضارب تعاقدي او مهني قد يقع في المسؤولية.

نسال العلي التفسير لكم ولكل العاملين كل خير وبركة

**واقبلوا الاحترام**



# EXHIBIT 26

## DECLARATION OF GEORGE HAZBOUN

I, GEORGE HAZBOUN HAZBOUN, state and declare as follows:

1. I am competent to testify and if called upon as a witness would testify and attest to the validity of the following matters. I am personally knowledgeable about the facts stated in this declaration, except for those facts stated on information and belief and those facts I am informed and to the best of my understanding believe to be true.
2. I was born in Amman, Jordan 1951
3. I am a Professor of Law, holder of a PH.D. degree in Private and International law.
4. I served as the Dean of the faculty of law at the University of Jordan.
5. I served as a member of the Board of the Jordan Institute of Judiciary.
6. I served as a member of the Higher Education Commission in Jordan.
7. I founded the law firm Hazboun & Co. in 1985 that specialized in legal issues related to business law, Banking, Construction Contracts (FIDIC), Energy, Maritime & Shipping, Corporate, Aviation, ADR and Arbitration.
8. I am a member of the American Arbitration Association (Arbitration Panel), a Member of the Canadian Arbitration Center, Member of the National Committee of the ICC Jordan and a Member of the Jordan Bar Association. Based on my membership in Jordan Bar Association, I am familiar with the laws of Jordan.
9. I was the President of the American University of Madaba (AUM) during the time period from November 12th, 2011 to November 11th, 2015.
10. In 2013 AUM was registered and incorporated in The State of New Hampshire under the corporate name of the American University of Madaba, Inc. (AUMI) as a Not-For-Profit Corporation under RSA Chapter 292. The corporate headquarters of AUMI is located on 3 Barrell Court, Concord, NH 03301 and registered with the United States Department of the Treasury and the Internal Revenue Service under EIN Number 35-2469974. I was an Authorized signatory for The American University of Madaba Inc. during the same time period.
11. The Catholic Church, and the Latin Patriarchate of Jerusalem, are the founder of The American University of Madaba (AUM).
12. I have a personal relation with His Beatitude Fouad Twal during all the time I worked at AUM, This relation was based on trust, and I was sometimes consulted by him in many issues related to AUM management and related issues.
13. I have knowledge of AUM's relationship with Synergy Select One LLC. (SYNERGY) during the period that I was the President of AUM.
14. I was informed by TWAL in 2013 that Benjamin Seryani was the C.E.O. of a US incorporation (SYNERGY), that SYNERGY would be providing various services for AUM through its incorporated Branch (affiliate) in Jordan registered under No 29544 LLC. Thenafter SYNERGY got a business relationship with AUM and the LPJ through multiple contracts that had been established with The American University of Madaba and LPJ.
15. The Series of various management agreements were signed between AUM and SYNERGY.
16. Higher Education Documents proves that the Latin Patriarchate of Jerusalem (LPJ) was the sole owner of the American University of Madaba. TWAL as the Patriarch of LPJ has authority over AUM through the appointed members by him in the Board of Trustees and within the limits of the Law.



17. Exhibit 2 to this declaration, is a copy of the Commercial Lease Agreement for all the Food & Beverage Outlets at AUM, Between Benjamin Seryani, SYNERGY, and AUM. The Agreement was signed by His Beatitude Fouad Twal (TWAL).

14. Exhibit 3 to this declaration, is a copy of the Transportation agreement between Benjamin Seryani and LPJ, it was presented to me as a draft, I suggested some legal comments which were ignored later. At a later stage it was signed by his Beatitude Fouad Twal the Patriarch of LPJ, and his Excellency Bishara Maroun Lahham The Archbishop of LPJ in Amman Jordan and the deputy Chairman of the Board of Trustee for AUM on behalf of LPJ

15. As a President of AUM, I have a full knowledge of the board of trustees for the American University of Madaba.

16. The AUM Board of Trustees has oversight and governing power over the activities and decisions for the campus of the American University of Madaba, The Board members is the governing and authorized authority by the Jordan Ministry of Higher education and Scientific research under the Jordanian Universities law. The university recognized head office address located at Jabal ElwabeH Derar Bin Al-Azwar street Building# 40, Amman Jordan with a mailing P.O.Box 2882, Amman 11821 Jordan.

17. The Board of Trustees controls the physical Campus and makes decisions relating to the operating expenses and function, including but not limited to paying and managing the Employee of AUM.

18. Exhibit 4 to this declaration, an official State of New Hampshire department of State report stated that one of the Members of the Board of Trustees for the American University of Madaba Marianne Hattar-Pollara Ph.D. is an American citizen from California with an address located at California State University, Jacaranda Hall 2210, 18111 Nordhoff street, Northridge, Ca, 91330-8452, USA. 19. As a President of the University I communicated with Dr. Marianne through the Secretary of AUM Board of Trustee. Dr. Marianne attended part of the Board of trustee meetings from her residence in California via the internet using Skype program.

20. The American University of Madaba Company, (AUMC) was established in January 27th, 2011 by LPJ and registered with the Jordanian Ministry of Industry and Trade/ Companies Control department as a Non-For-Profit limited Liability Company. In accordance to the official registration document by the companies control department the new name (AUMC) replaced the old name which was Madaba Private University as Non-For-Profit Co.

21. As appeared on an official registration document of the Jordanian Ministry of Industry and Trade, (AUMC) was given a National Establishemnt Number "200116169", with an address located at Jabal ElwabdeH Derar Bin Al-Azwar street Building# 40, Amman Jordan 11821. With a P.O.Box 2882.

22. As the President of AUM, I was aware of the strained financial situation of AUM and the hard financial situation of the sponsors (LPJ) notably during the first period of AUM function. As discussed in meetings including those attended by His Excellency Antonio Franco, TWAL and His Excellency Lahham. I frequently expressed my concerns about the critical nature of the financial situation and the lack of sufficient financial support from the sponsor (LPJ).

23. His Excellency Antonio Franco was presented to me as the Vatican's representative and the Chairman of the Vatican Committee. His Excellency met with me few times to obtain a report about the financials of the University AUM. Thenafter he met with the shareholders and



persons responsible for AUMC, prior to the establishment of a Company Known as Mukawer Castle for Education in or around November 18, 2015.

24. Due to the lack of financial support from the owners (LPJ) with the strained financial of AUM, Exhibit 5 is a letter dated August 15th, 2014. Issued to his Beatitude Fouad Twal to express the critical nature of the strained financial of the university and the lack of sufficient fund and support from the owners.

25. During my Presidency at AUM, Ifrequently communicated with Fr. Dr. Majdi Siryani who held the following positions and capacity with AUM as follows:

- a. The Chief Executive Officer and the authorized signatory of The American The University of Madaba Company, as per the attestation issued by the controller at the Jordan Ministry of Industry and trade.
- b. The Head of the Advancement & International Office of the American University of Madaba. This office oversees the development of the University and communicates with our US advisers.
- c. The Treasurer of the American University of Madaba, Inc., and as far as I can remember one of the members of the bidding committee for AUM purchases during certain period of my presidency .
- d. A Member of the Board of Trustees of the American University of Madaba During the period from 2012 -2013.
- e. A liaison officer representing LPJ as the owner/ sponsor of AUM.
- f. Dr. Fr. Majdi Siryani was on the payroll of The American University of Madaba As of December 1st, 2011, for 18 months ended in June 30th, 2013, with a total monthly salary of 2040 JOD (Jordanian Dinar). Later on and in order to Facilitate some financial support for AUM During the strained financial time, Dr. Fr. Majdi used his personal name to obtain two loans total of 350.000 JOO from Al-Ahli Bank (200.000 JOO & 150.000 JOO). The principal amount and the interest are repayable in monthly installments of 10.000 JOO expiring on January 31st, 2015 and April 30th 2021 respectively. Al-Ahli Banks requested that Dr. Fr. Majdi be paid 10.000 JOO salary by AUM to obtain both loans. Included in bank loans as of December 31st, 2013 is a balance of 238,533 JOO. AUM financial department was following with Dr. Fr. Majdi and the bank for the settlement of the loans.

26. During my Presidency at AUM, Ifrequently communicated with His Beatitude Fouad Twal, who was in the position of the Patriarch of the Latin Patriarchate of Jerusalem ("LPJ"). TWAL Who asserted to me the following:

- a. The LPJ is the sole owner of the American University of Madaba Inc. as registered in the State of New Hampshire in accordance to the incorporation documents.
- b. LPJ is the owner of the American University of Madaba Company ("AUMC") as registered in the Hashemite Kingdom of Jordan.
- c. LPJ is the landlord and the owner of the real estate on which the American University of Madaba campus is situated.
- d. TWAL had the final decision-making power and authority for anything that related to the LPJ and AUM during that time period.
- e. TWAL was the First Chairman of the Board of Trustee of the American University of Madaba as registered with the State of New Hampshire.

27. During my Presidency at AUM, I frequently communicated with Defendant, His Excellency Bishara Maroun Lah ham, to the best of my knowledge his position was as follows:

a. The Deputy Chairman and a member of the Board of Trustees of the American University of Madaba.

b. The Archbishop of the Latin Patriarchate of Jerusalem in Jordan.

c. A member and an Authorized signatory for AUMC as per the attestation issued by the controller of the Jordanian Ministry of Industry and Trade.

28. In my position as the President of AUM, I communicated with the members of the Vatican commission and some others who later became members of the Board of Mukawer Castle for Education ("MUKAWER"). To the best of my knowledge MUKAWER is an entity established by the LPJ. MUKAWER is registered as a not-for-profit, limited liability company with The Companies Control Department and the National Establishment with the Jordanian Ministry of Industry and Trade.

29. Mr. Adnan Ziadat, Mr. Osama F. Twal, who later became members of Mukawer Board were appointed by the Vatican to be members of the Board of Trustees of the American University of Madaba. Those members and another member of Mukawer Mr. Ala' Musleh became also the legal advisor and attorney of law of the American University of Madaba and the final financial decision-makers.

30. As the president of AUM, I communicated with members of Mukawer Castle for Education who were presented to me as the Vatican's representatives. These people included Mr. Adnan Ziadat and Mr. Osama F. Twal, They were later, after I left the University, appointed Members of the Board of Trustees of the American University of Madaba.

31. In my position as the President of AUM and to the best of my personal knowledge of the activities and services provided by SYNERGY's employees and representatives for AUM that were performed in both California and in Jordan that included the following:

a. SYNERGY mediated in the purchasing and supplying much of the equipment and chemicals Needed for the science labs, computers and other consumables from its offices in California.

b. SYNERGY provided expert advice in the purchasing and supply of photography lab equipment from its offices in California.

c. SYNERGY provided expert advice in the purchasing and supplying of maintenance tools and parts.

d. SYNERGY provided expert advice in the purchasing and supplying of food & beverage equipment, supplies, tools, utensils, safety materials, and all other related matters for its contracts with AUM.

e. SYNERGY provided financial support in paying some of the payrolls for American University of Madaba as short period loans which were paid back with interest.

f. SYNERGY finished the remaining unfinished works started by the main contractor for the Business Building (A) and was able to prepare it for occupancy.

g. SYNERGY assisted in the conversion of a warehouse building into the Engineering Labs.

h. SYNERGY provided expert advice in the purchasing and supplying of electrical equipment, pool equipment, water treatment chemicals, landscaping tools & equipment.

32. I have personal knowledge that SERYANI and SYNERGY advanced amounts of moneys to cover and pay for the financial liabilities of the American University of Madaba . These funds were loaned to AUM during the time period that the LPJ was not able to provide sufficient



iv. That Synergy Select one LLC. provided the University With all the science lab equipment, and furniture

v. A request to assign all other work to Synergy Select one LLC. in Accordance with article 8/G of the public work system.

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

Executed this Fifth day of March 2020, at Amman, Jordan.

  
\_\_\_\_\_  
GEORGE HAZBOUN, Declarant

## EXHIBIT 27

## Re: Minutes of Meeting

Adnan Ziadat

Wed 4/15/2015 11:19 PM

To: BENJAMIN SERYANI <seryani@msn.com>

Cc: fbt@lpj.org <fbt@lpj.org>; ml@lpj.org <ml@lpj.org>; Ala musleh <ala.musleh@musleh-law.com>; Osama Twal <osamatwl@orange.jo>; Fr. Imad Twal <ceo@lpj.org>; Antonio Franco <antofranco@gmail.com>; Giorgio Lingua <nuntiusjordan@gmail.com>; adnan sahawneh <saharsawalha01@yahoo.com>; Charles najjar <cnajjarconsulting@gmail.com>

Dear Benjamin

Good morning

Thank you for your email , we are working on preparing the following:

1- minutes of meeting on April 13

2- letter to synergy company both in Jordan and USA about what is requested to be able to complete their files

In regards to the AUM and the Vatican local committee relationship, as explained none of the committee can instruct the AUM management to do any actions related to synergy or any other party, we are assisting all parties AUM, patriarchate, and all other stock-holders to sort their files and I guess we have done great job so far.

I already spoke to Dr George Hazboun immediately the following day to our meeting and assured him not to use our name instructing AUM management to take any action toward any party and he is waiting to meet you and assure this.

On the other hand, we are available for any consultation for patriarchate, AUM and even synergy or others to complete files related to patriarchate-AUM university issues, furthermore, we have the right to ask questions to clarify and/or request documents to proof any financial numbers are requested to be paid by the patriarchate or AUM to any party, and also we have the right to audit any technical and/or legal and/or financial documents related to patriarchate/AUM university/AUM company and any other party in regards to AUM university in the past period as requested in writing by the Vatican.

Dear Benjamin, we thank you again for all the services you have provided to AUM and your role during the period 2012-2014 was appreciated by all parties and we appreciate your cooperation with the Vatican local committee members in order to complete your files and protect your rights and same time protecting the owner's rights as well. And we thank you for the smooth handing over to all files related to all files from synergy USA/Jordan or in your name related to AUM to the patriarchate without having any challenges could threaten the AUM operation since we consider you part of the family and not as contractor like others.

Finally we appreciate your cooperation in providing us with other information related to AUM that could make our mission easier since you have been their for three years which you already do.

we would like to assure you our full cooperation and treat any information provided from you as confidential and we are ready to sign NDA with you if needed but we appreciate your full transparency trusting us fully.

I am copying all the committee and Vatican as well to make sure that things are clear and transparent in regards to the committee responsibilities and to confirm again the fact that we are one team and all

have one objective to get the patriarchate and AUM out of all its challenges

God bless you

Adnan Ziadat

Sent from my iPhone

On Apr 16, 2015, at 9:38 AM, BENJAMIN SERYANI <[seryani@msn.com](mailto:seryani@msn.com)> wrote:

Dear Adnan,

Good Morning

At your convenient , please provide me with a copy of the minutes of meeting with his Beatitude Fouad Twal & his excellency Maroon Lahham and all the other respectful attendee .

As a reminder did you sent a letter to AUM about my accounts as agreed ? if so please copy me.

Thanks & have a great Thursday

God Bless

Ben

# EXHIBIT 28



ZOOM

**S.E. Rev. Mons. Antonio Franco**  
Gran Magistero  
Assessore

Arcivescovo Tit. di Gallese  
Nunzio Apostolico  
00120 Città del Vaticano

## EXHIBIT 29

# **Equestrian Order of the Holy Sepulchre of Jerusalem Western Lieutenancy**

(<https://www.eohsjwesternusa.org>)



## INTRODUCTION TO THE ORDER

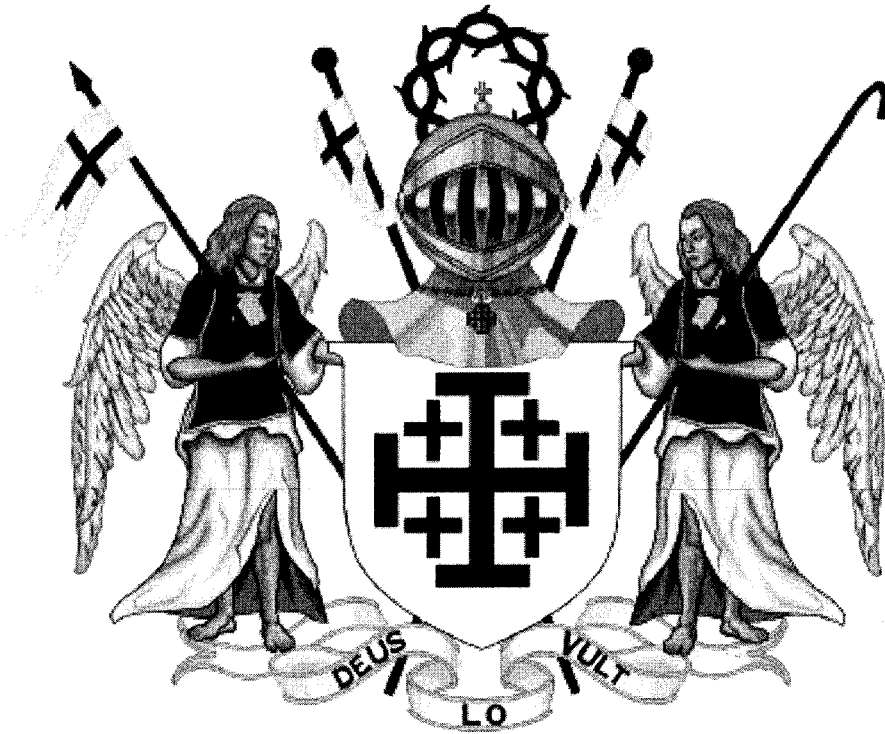
The origins of the Equestrian Order of the Holy Sepulchre of Jerusalem date back to the First Crusade over 900 years ago. A Papal Order, today, our members dedicate themselves to personal sanctification, fidelity to the teachings of the Roman Catholic Church, and support of the Christian Community in the Holy Land.

Knights and Dames continue this tradition through prayer and pilgrimage, active involvement in their parish and diocese and a commitment of financial resources to support Catholic Institutions in the Holy Land.

The Equestrian Order of the Holy Sepulchre of Jerusalem is the only lay institution of the Vatican State charged with the task of providing for the needs of the Latin Patriarchate of Jerusalem and of all the activities and initiatives to support the Christian presence in the Holy Land.

Financial contributions by members of the Order are used throughout the Archdiocese of Jerusalem, which includes Israel, the Palestinian Territories, Jordan and Cyprus. Areas of support:

- Parishes, churches and community centers;
- Convents, seminaries and seminarians;
- Clinics and hospitals;
- Parish grade schools, high schools and Bethlehem University;
- Humanitarian assistance for food and medical supplies.



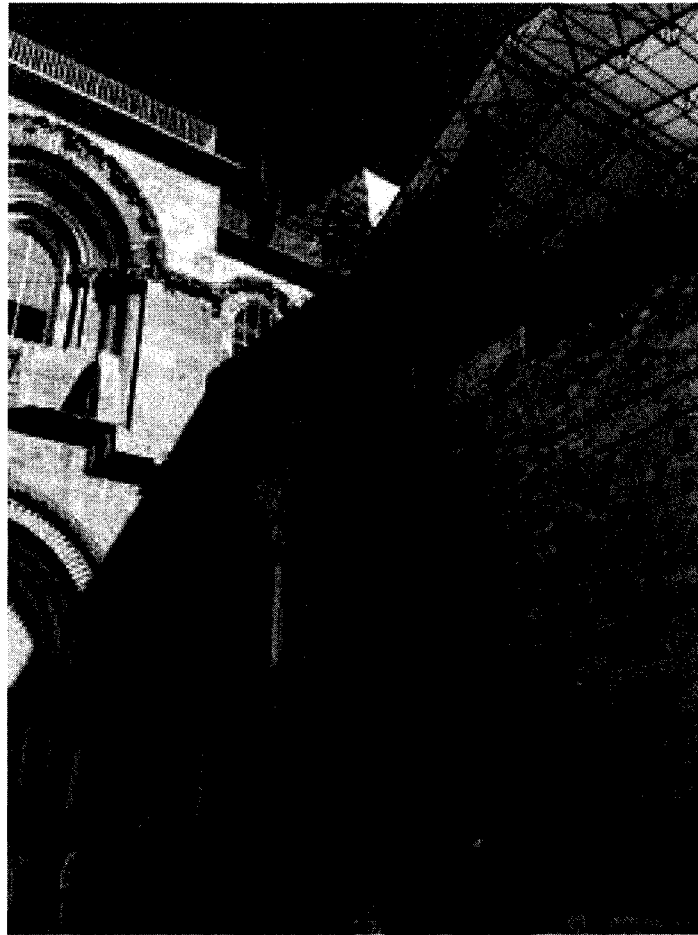
It is through the dedication of our members that we support and educate our brothers and sisters in the Holy Land, living by example the command to love and serve.

## THE WESTERN LIEUTENANCY

A 'Lieutenancy' is a geographic division within the Equestrian Order of the Holy Sepulchre. The Western USA Lieutenancy is one of nine lieutenancies in the United States. It encompasses the Archdiocese of Los Angeles, and the Dioceses of San Bernardino, Orange, San Diego, Phoenix, Tucson, Las Vegas, Salt Lake City, and Honolulu.

See Map. (<https://www.eohsjwesternusa.org/governance/#map>)

## THE MISSION OF THE ORDER



Crusaders steps. Church of the Holy Sepulcher, Jerusalem

- To strengthen in its members the practice of Christian life, in absolute fidelity to the Supreme Pontiff and according to the teachings of the Church, observing as its foundation the principles of charity which make the Order a fundamental means of assistance to the Holy Land;
- To sustain and aid the charitable, cultural and social works and institutions of the Catholic Church in the Holy Land, particularly those of and in the Latin Patriarchate of Jerusalem, with which the Order maintains traditional ties;
- To support the preservation and propagation of the Faith in those lands, and promote interest in this work not only among Catholics scattered throughout the world, who are united in charity by the symbol of the Order, but also among all other Christians;

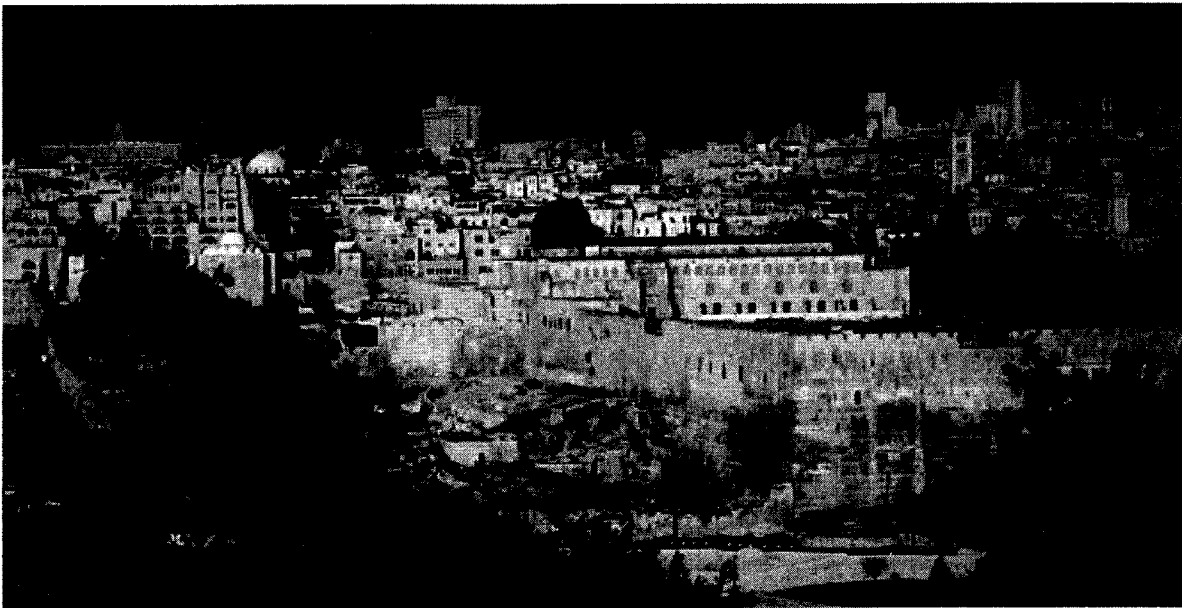
- To uphold the rights of the Catholic Church in the Holy Land.

The Equestrian Order of the Holy Sepulchre of Jerusalem is the only lay institution of the Vatican State charged with the task of providing for the needs of the Latin Patriarchate of Jerusalem and of all the activities and initiatives to support the Christian presence in the Holy Land. The contributions made by its members are therefore the Patriarchal institutions' main source.

## VIDEO INTRODUCTION

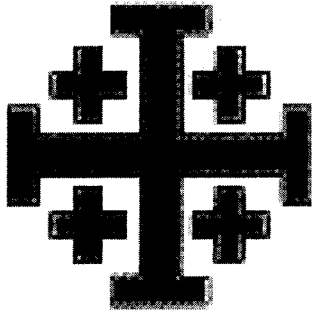
Hear about the mission of the Order from some of its Knights and Dames in their own voices.

Short video. (<https://www.youtube.com/watch?v=4ef7N9KErZI>)



(<https://www.youtube.com/watch?v=4ef7N9KErZI>)

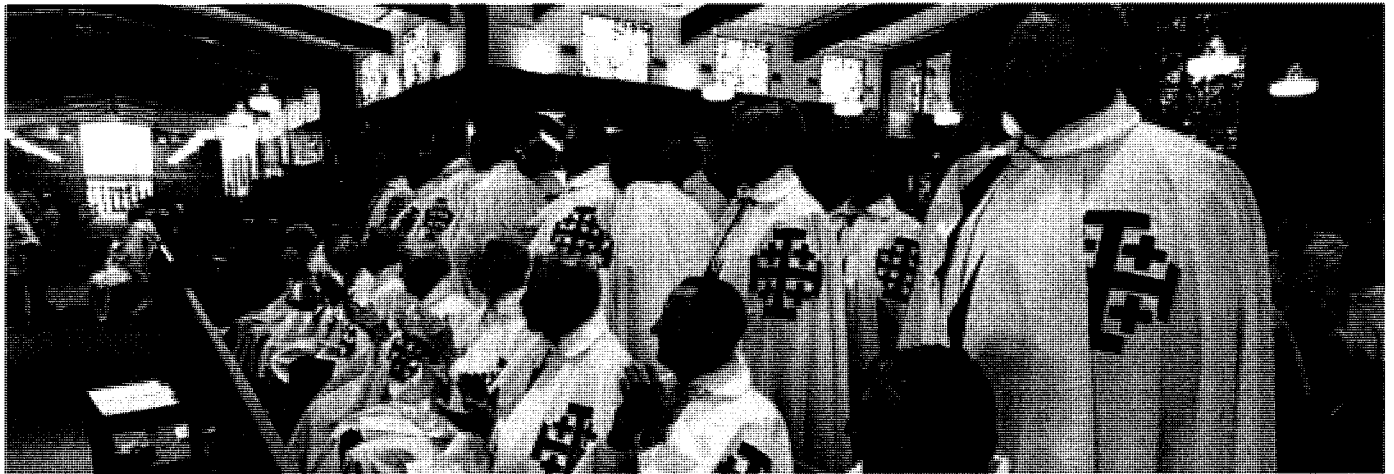
## THE SYMBOL OF THE ORDER



(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/JCROSS.bmp>)

The principal symbol of the Order is the **Jerusalem Cross**. This fivefold cross has for centuries been a symbol of the holy city of Jerusalem, where the Order arose and which is still its spiritual home. It consists of a large central cross with laterally extended tips, with a similar smaller cross in each quarter of the large cross. It is traditionally said to symbolize the five most precious wounds suffered by Jesus Christ.

## WHAT IT MEANS TO BE A MEMBER OF THE ORDER



Joining the Order means taking on a commitment for life. The commitment to be a Witness to the Faith, to lead an exemplary Christian life of continuing charity in support of the Christian communities in the Holy Land, to practice the true charitable commitment of a Christian.

The purpose of joining the Order is to serve the Catholic Church and to carry out acts of charity to make the operations to maintain the Christian presence in the Holy Land possible. The purpose of joining the Order is not to become a member of a prestigious organization in order to boast of one's status or acquire personal benefits and advantages.

Candidates are put forward and seconded by existing Members of the Order. The Lieutenant assesses the candidate's worthiness and, if determined appropriate, submits the Candidates to review by the Grand Magisterium for admission to the Order.

## CONTINUING WORKS OF THE ORDER

As already indicated, the Order is represented in almost every country in the world where there is a large Catholic community and appropriate conditions for activities that will allow it to achieve its objectives.

Together, and individually, each Lieutenancy, Section and Delegation draws up a yearly program of meetings and events aimed at strengthening the spiritual growth of the Members as well as events to raise awareness of the Order's role and activities in their respective local communities.

The donations raised for the Holy Land are administered by the Lieutenancies in accordance with the administrative and fiscal legislation of their country of operation and each Lieutenancy maintains relevant accounts of which are reported to the Grand Magisterium. These accounts include the amount of donations, the beneficiaries and the purpose for which they are allocated.

The work the Latin Patriarchate and the other Catholic institutions carry out in favor of the Christians in the Holy Land thanks to the Order's support can be summarized as follows:



The especially difficult times following the second Intifada, (which put a stop to work and economic activity in a very large part of the Holy Land), caused many Christians to lose their jobs and prompted the Latin Patriarchate, the Apostolic Nunciature and the other Catholic institutions to engage in the distribution of social and humanitarian aid in an operation to provide the families most in need with direct financial support. However, charity in the form of direct subsidies – which some may view as “handouts” – is not part of the Order’s normal operating methods. Handouts humiliate the people obliged to accept them and have an adverse effect by encouraging the beneficiaries to live on charity.

The Order’s policy has been, and still is, to help the Christians in the Holy Land achieve educational and professional standards that will enable them to play an active part in the society of their own country, at a level that will give them equality with people of other faiths.

In the latter half of the 20th century, middle-class Christian families leaving the Holy Land to seek a secure future abroad became a real exodus.

Today, the number of Christians in different areas of the Holy Land varies from 2% to 4% of the local population and these are very largely craft workers, small tradesmen and those working in the tourist industry that has developed alongside pilgrimages. Such very small minorities can only survive if their skills are high enough to earn them the appreciation and esteem of the society in which they live; and this can only be achieved thanks to better standards of education and training.

Since the end of the 19th century, the Order has financed the construction of 40 patriarchal schools in Israel, Palestine and Jordan and it now has a commitment to fund their running costs. Today around 19,000 pupils and students attend these schools, from nursery classes through elementary, middle and upper school, as well as in a number of technical schools. On average, the student breakdown is 60% Christian (Catholics, Orthodox, etc.) and 40% Muslim.

The Order’s involvement with education helps to deal with a very important problem in the region: how to get people of different races and religions used to living in peace and mutual respect. If these values are encouraged from an early age they may be implanted in children’s minds, otherwise there is no hope of doing it at a later stage, for in adolescence young people are easy prey to extremist ideologies.

The running costs of the Patriarchate and its 68 parishes, the salaries of the 900 teachers and other staff in the educational establishments, the costs of the patriarchal seminary and the orphanages and clinics, as well as those of the Patriarchate's new enterprises and other ongoing projects (including the construction of housing for young Christian families) are enormous and rise continually, putting a heavy burden on our Order. Such costs can only be sustained thanks to the generosity of the active Members of the Order.

## RECOGNITION OF EQUESTRIAN ORDERS BY THE HOLY SEE

Vatican City, 16 October 2012 (VIS) – *In response to frequent requests for information concerning the recognition by the Holy See of Equestrian Orders dedicated to the saints or to holy places, the Secretariat of State considers it opportune to reiterate what has already been published, namely that, other than its own Equestrian Orders (the Supreme Order of Christ, the Order of the Golden Spur, the Pian Order, the Order of Saint Gregory the Great, and the Order of Pope Saint Sylvester), the Holy See recognizes and supports only the Sovereign Military Order of Malta – also known as the Sovereign Military Hospitaller Order of Saint John of Jerusalem of Rhodes and of Malta – and the Equestrian Order of the Holy Sepulchre of Jerusalem. The Holy See foresees no additions or innovations in this regard.*

*All other orders, whether of recent origin or mediaeval foundation, are not recognized by the Holy See. Furthermore, the Holy See does not guarantee their historical or juridical legitimacy, their ends or organizational structures. To avoid any possible doubts, even owing to illicit issuing of documents or the inappropriate use of sacred places, and to prevent the continuation of abuses which may*

*result in harm to people of good faith, the Holy See confirms that it attributes absolutely no value whatsoever to certificates of membership or insignia issued by these groups, and it considers inappropriate the use of churches or chapels for their so-called “ceremonies of investiture”.*

Source: Vatican Information Service (16 October 2012)

Contact (<https://www.eohsjwesternusa.org/contact/>)

| Privacy Policy (<https://www.eohsjwesternusa.org/privacy-policy/>)

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**EXHIBIT 30**

# **Equestrian Order of the Holy Sepulchre of Jerusalem Western Lieutenancy**

(<https://www.eohsjwesternusa.org>)



## ANNUAL CONTRIBUTION

Your Annual Contributions are the lifeblood for the Equestrian Order's efforts in the Holy Land. Together we provide over 90% of all the funding for the formation of Priests and Religious, for support of local Parishes, for educating children in parochial schools and for higher education, helping the sick, disabled and displaced, championing justice, encouraging economic development, seeking peace and ultimately providing a path of hope for Christians in the Holy Land. After Spiritual growth for each other, it is our highest calling.

This is why the Western Lieutenancy asks that members meet their annual obligation to make a contribution at the beginning of every year. (The Lieutenancy has established an annual goal of \$1000 per member).

### **When making an Annual Contribution, most every form of funding is welcome:**

- Cash (by check mailed to the Lieutenancy Office);
- Through our website via Credit Card or Direct Debit from a bank account;
- Stock – which can have a positive tax impact (contact the Office);
- IRA – new rules allow direct donation without a negative tax impact. [Click here for details on making a contribution from your IRA.](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/EOHSJ-2018-IRA-Contribution.pdf) (<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/EOHSJ-2018-IRA-Contribution.pdf>)

Click here to securely make your Annual Contribution.  
(<https://www.eohsjwesternusa.org/giving-annual/>)

## ANNUAL CONTRIBUTION FOR LIFE

Members of the Equestrian Order have the special opportunity to make a one-time gift that meets the member's Annual Contribution obligation *for life* and provides an estate gift that keeps on giving *beyond the member's lifetime*. Members who make the Annual Contribution for Life (ACFL) are eligible for the Silver Level of the Legacy Society. This most powerful annual giving tool provides the Lieutenancy the extra advantage of a dependable stream of income for planning and projects.

### How the ACFL Works:

- The Member makes a one-time gift of \$50,000 (in cash, stock, etc.);
- The Interest will cover the member's Annual Contribution for life;
- The Principal will become an estate gift upon the member's passing;
- The Member is immediately qualified for the Silver Legacy Society;
- Special Option – a member can make their contribution over 5 years, (along with an Annual Contribution of \$1000 per year until the full amount is funded).

Click here to request the ACFL description and enrollment form.

(mailto:Office@eohsjwesternusa.org?subject=Request for the ACFL description and enrollment form&body=Please send me information on setting up an Annual Contribution for Life or contact me by phone, %0D%0A) Contact (<https://www.eohsjwesternusa.org/contact/>)  
| Privacy Policy (<https://www.eohsjwesternusa.org/privacy-policy/>)

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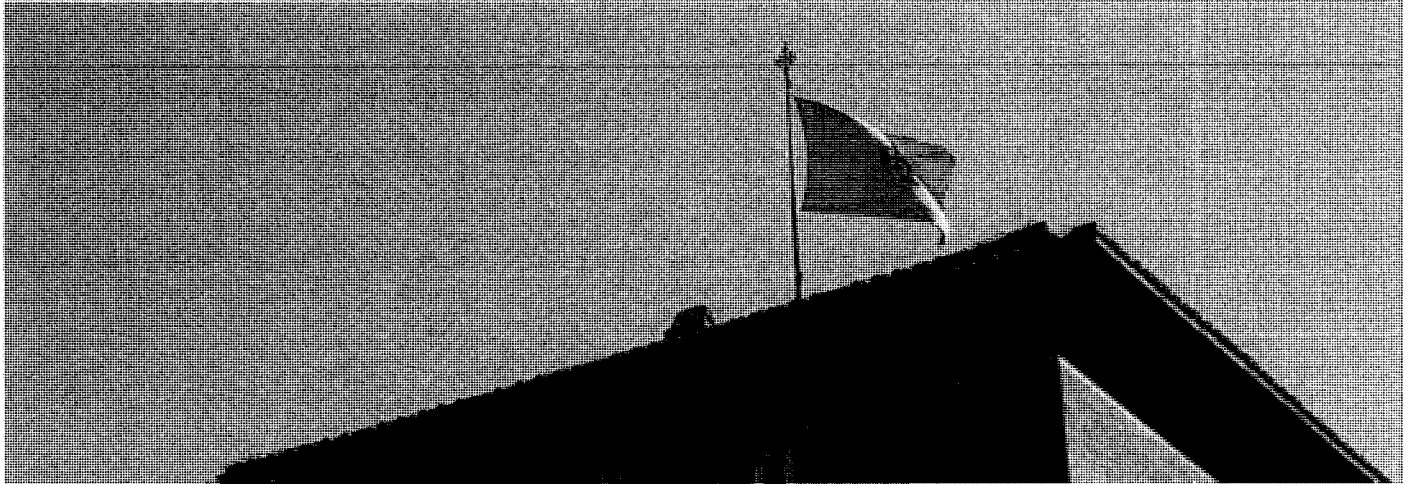
EXHIBIT 31

# **Equestrian Order of the Holy Sepulchre of Jerusalem Western Lieutenancy**

(<https://www.eohsjwesternusa.org>)

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## AREA NEWS



(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/BANNERIMG1440X500.JPG>)

## NEWS OF THE GRAND MAGISTERIUM AND THE WESTERN USA LIEUTENANCY

### THE GRAND MAGISTERIUM'S 2019 ANNUAL NEWSLETTER

Be sure to see:

- Article: "The Members of the Order are Like Ambassadors of the Holy Land"
- Article: Cardinal Fernando Filoni, Ninth Grand Master of the Order

**[Click here to read Jerusalem Cross 2019 Annual with PDFviewer.](http://www.oessh.va/content/ordineequestresantosepolcro/en/media/le-nostre-pubblicazioni/la-croce-di-gerusalemme-2019-2020.html)** (<http://www.oessh.va/content/ordineequestresantosepolcro/en/media/le-nostre-pubblicazioni/la-croce-di-gerusalemme-2019-2020.html>)

**[Click here to see or download the PDF file of Jerusalem Cross 2019 Annual.](http://www.oessh.va/content/dam/ordineequestresantosepolcro/File/pdf/Croce%20di%20Gerusalemme%202018-9/rivista%20Santo%20Sepolcro%202018%20ENG.pdf)**

([http://www.oessh.va/content/dam/ordineequestresantosepolcro/File/pdf/Croce di Gerusalemme 2018-9/rivista Santo Sepolcro 2018 ENG.pdf](http://www.oessh.va/content/dam/ordineequestresantosepolcro/File/pdf/Croce%20di%20Gerusalemme%202018-9/rivista%20Santo%20Sepolcro%202018%20ENG.pdf))

### NEW WEBSITE CREATED FOR EOHSJ MEMBERS IN NORTH AMERICA

Dear Knights and Dames,

I am pleased to announce that a website has been created for the 15,000 Members of North America. The address is:  
[www.eohsjnorthamerica.org](http://www.eohsjnorthamerica.org) (<http://www.eohsjnorthamerica.org>)

Creation of this website has been in the works for several months under the leadership of Sir Tim Milner KCHS of Minneapolis. Tim was assisted by a web development company, to ensure that our website has all the appropriate security safeguards. The website is hosted on a secure, third party network.



Over the course of the last several months, there have been wonderful suggestions from many Lieutenants and others regarding the type of content that should be included. While many people have offered their support, I would like to acknowledge H. E. Max Brown KGCHS, the North Central Lieutenant.

Max was instrumental in influencing the final layout and design. I also want to extend appreciation, on behalf of everyone, to the Communications Office of the Order for their assistance. Over the last several years, the Order has made communication with Members a top priority. The Communications Office will continue to provide current information about the Order to the North America website.

The North America website was created to focus on three key areas:

- To consolidate many sources of information about the Order and its works into a single location to make it easy for our Members to find it.
- To help all Members in personal spiritual development by offering and sharing resources, including presentations, prayers, and videos.
- To evangelize the good works of the Order to all Catholics, especially to those potentially interested in joining us.

The key focus areas make North America website a supplement, and not replacement, to the websites maintained by several Lieutenancies. These Lieutenancy websites serve a vital function for their respective Lieutenancies and will continue. The North America website has capabilities to help any Lieutenancy who needs technical assistance in creating or maintaining a website for their local needs.

I want to draw your attention to several features. Among other attributes, the website includes the "Grand Master's Corner" for communications from our new Grand Master, His Eminence Fernando Cardinal Filoni, various spiritual formation presentations, and videos. There are active links to the websites of the Order, the Vatican, the Latin Patriarchate, and others.

My desire is for the North America website to be frequently updated. We will always be looking for fresh content for this website. Members who have content or ideas to share should first present them through your Lieutenant. Be mindful that any content submitted should be of interest to the majority of our North America Members.

I hope you check the website often and that it will prove to be beneficial, a source of information about the Mission and works of the Order, and a way to be connected to all the Members of North America and to the world-wide Church.

Thank you and Easter Blessings.

P. Thomas Pogge, KGCHS  
Vice Governor General, North America  
Equestrian Order of the Holy Sepulchre of Jerusalem



H.E. MICHAEL SCOTT FEELEY  
APPOINTED TO  
GRAND MAGISTERIUM OF THE  
ORDER OF THE HOLY SEPULCHRE

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/sir-michael-scott-feeley.jpg>)

**H.E. Michael Scott Feeley**, Lieutenant of Honor and seventh Lieutenant of the Western USA Lieutenancy, has been appointed a member of the Grand Magisterium of the Equestrian Order of the Holy Sepulchre of Jerusalem. The Cardinal Grand Master directed that Sir Michael's four year mandate commences on January 1, 2020. The Grand Magisterium is the international governing body of the Order.

In addition to Sir Michael, there are currently two other American members of the Grand Magisterium: H.E Tom Pogge, the Vice-Governor General for North America, and H.E. Mary O'Brien, the former Lieutenant of the Northwestern USA Lieutenancy.

**Congratulations to H.E. Sir Michael!**



HIS EMINENCE CARDINAL  
FERNANDO FILONI APPOINTED  
GRAND MASTER OF  
THE ORDER OF THE HOLY SEPULCHRE

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/FILONI\\_GRANDMASTER.PNG](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/FILONI_GRANDMASTER.PNG))

By decision of the Holy Father, **His Eminence Cardinal Fernando Filoni** has been appointed Grand Master of the Order of the Holy Sepulchre starting this December 8 2019, Solemnity of the Immaculate Conception. We publish below the official communiqué of His Eminence Cardinal Edwin O'Brien, Grand Master of the Order since 2012, who concludes his mandate a few months after reaching the age of 80.

"It is with complete acceptance and appreciation that I welcome the decision of Pope Francis to replace me as Grand Master of the Equestrian Order of the Holy Sepulchre of Jerusalem. I am especially pleased that His Holiness has appointed His Eminence Fernando Cardinal Filoni as my successor.

"I have been privileged well beyond the time of my letter of resignation, submitted over five years ago. Throughout my more than eight years as Grand Master, my personal faith and love of our Church have deepened as I have witnessed our members' commitment to the goals of our Order, expressed in different cultures and languages, all profoundly Catholic!

"I am most grateful to the two Governors General with whom I have served, Their Excellencies, Professor Agostino Borromeo and Ambassador Leonardo Visconti di Modrone. Our collaborators in the Grand Magisterium and the daily, dedicated service of our office staff largely account for the steady growth of our Order. Their commitment to our lieutenancies and to the mission of the Latin Patriarchate has been unwavering.

"Finally, I welcome His Eminence, Cardinal Filoni as Our Grand Master. His long and broad pastoral and administrative experience in service to the Universal Church will be precious assets as he leads our Order into the future. I offer him my full and fraternal support as I beg the continued intercession of Our Lady of Palestine."

#### **Announcement by the Grand Magisterium, December 8, 2019**

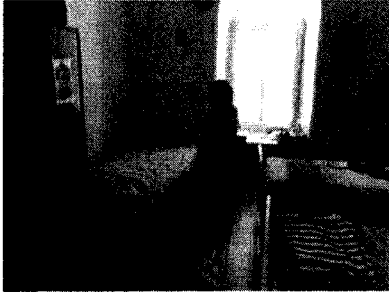
#### ANTONIAN CHARITABLE SOCIETY OF BETHLEHEM (ACS) COMPLETES PURCHASE OF MEDICAL EQUIPMENT AND SUPPLIES FINANCED BY THE WESTERN LIEUTENANCY'S \$30,000 GRANT

On September 11, 2020, Vincencio Bellomo, ACS' local manager emailed H.E Margie Romano, DGCHS, Lieutenant of EOHSJ Western Lieutenancy (WL), that they received another delivery of medical equipment and supplies for their facility in Bethlehem. This completed the medical purchase program financed by the WL's \$30,000 grant awarded in March 2020.

ACS is a home for the elderly established in 1942 to serve the helpless widows and older women lacking family care – all in the absence of governmental social programs to fulfill their needs.

Mr. Bellomo's email also expressed gratitude to the Knights and Dames of the WL for their friendship and generous support. They consider the award to be timely and providential. In March 2020, the COVID 19 pandemic adversely affected 80% of Bethlehem's local economy. Unemployment increased sharply. ACS was struggling to raise funds for medical equipment and supplies for use by the elderly residents, nuns, social health workers, staff and volunteers.

The WL's \$30,000 grant enabled ACS to purchase medical electrical beds, big oxygen cylinders, electrical oxygen concentrator machines, surgical masks and special KN95 masks.



(<https://www.eohsjwesternusa.org/wp-content/uploads/2020/10/3.Medical-Beds-2.jpg>)



(<https://www.eohsjwesternusa.org/wp-content/uploads/2020/10/2.Oxygen-1.jpg>)



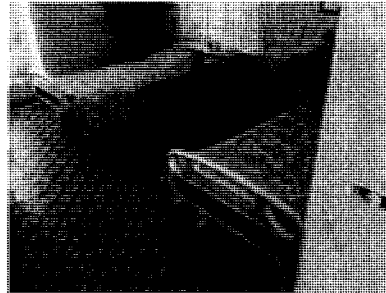
(<https://www.eohsjwesternusa.org/wp-content/uploads/2020/10/1.Medical-Equipment-1.jpg>)

#### ANTONIAN CHARITABLE SOCIETY (ACS) IN BETHLEHEM THANKS THE WESTERN LIEUTENANCY FOR GRANT

In March 2020, the Western Lieutenancy awarded a \$30,000 grant to ACS for medical beds, air mattresses, oxygen masks and wheelchairs. On July 11th, ACS received a partial shipment of 16 electrical medical beds for the elderly residents. Other medical equipment will be purchased soon.



([https://www.eohsjwesternusa.org/wp-content/uploads/2020/08/Antonian\\_96d57.jpeg](https://www.eohsjwesternusa.org/wp-content/uploads/2020/08/Antonian_96d57.jpeg))



(<https://www.eohsjwesternusa.org/wp-content/uploads/2020/08/antonian.jpg>)

Last week, we received the following **Thank You** letter from Vincencio Bellomo, ACS' Administrator in Bethlehem, for the grant we provided.

**August 14, 2020**

**H.E.Margaret Romano, DGCHS**

**Lieutenant**

**EOHSJ Western Lieutenancy**

**Subject: THANK YOU for the Grant for Antonian Charitable Society**

*I am writing to thank you for the project to support the elderly and the poor living at Antonian Charitable Society. Thanks to the solidarity of the EOHSJ Western Lieutenancy.*

*We purchased new medical beds and mattress for the elderly. They are very thankful and happy. We are now waiting to purchase other medical equipment such as oxygen machines. Due to the emergency it isn't easy to buy them.*

*The Antonian Charitable Society has always been a place of welcome for the poorest elderly in Bethlehem. Taking care of the living stones of this land is expressed for us of Pro Terra Sancta in the closeness and in wanting to walk together trying to be attentive in our small community to the real needs of the people who daily live the Holy Land. The elderly during this world pandemic are the people most exposed to COVID 19 and having had your support meant a lot to them and to all the workers, employees, and sisters of the Antonian Charitable Society. This letter also wants to bring their thanks for purchasing the materials needed to improve the well-being of their lives in the facility. The Antonian Charitable Society in recent months has needed help having no more pilgrims and tourists in the nearby St. Antony Hotel. The reception allowed to bear some of the expenses of the House and to pay the employees of the Structure.*

*COVID 19 is still causing serious problems for the local economy with more and more people out of work. Since the first cases in March 2020, the virus has seen exponentially high numbers both in Israel and in Palestine with a great concern for health throughout the territory.*

*As there is no pension and social security system, the elderly are often abandoned and dependent on work and family care. In this context, aggravated by COVID 19, families do not have the resources to stay close to their elderly parents.*

*Thank you again,*

**Vincenzo Bellomo**

THE GRAND MAGISTERIUM'S NEWSLETTER FOR JULY 2020 IS NOW AVAILABLE.

Be sure to see:

- Our Order: A Central Body of the Catholic Church
- Pope Francis Approves the New Constitution of the Order
- Coronavirus Cannot Stop Projects in the Holy Land

**Click here to read Jerusalem Cross #58 with PDFviewer.** (<http://www.oessh.va/content/ordinequestresantosepolcro/en/media/le-nostre-pubblicazioni/newsletter-57.html>)

**Click here to see or download the PDF file of Jerusalem Cross #58.** ([http://www.oessh.va/content/dam/ordinequestresantosepolcro/File/pdf/Newsletter 58/Newsletter 58 ENG.pdf](http://www.oessh.va/content/dam/ordinequestresantosepolcro/File/pdf/Newsletter%2058/Newsletter%2058%20ENG.pdf))



([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Bateman\\_20190701.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Bateman_20190701.jpg))

**"If you have ever wondered if our Order makes a difference, I can assure you that it does"**

(<http://www.oessh.va/content/ordinequestresantosepolcro/en/gran-magistero/il-gran-magistero/newsdal-gran-magistero/-if-you-have-ever-wondered-if-our-order-makes-a-difference--i-ca.html>)

Reflections by Father John Bateman, priest-secretary to the Grand Master.

RELEVANT RADIO HONORS THE WESTERN LIEUTENANCY;  
LAUDS THE ORDER'S ST. VINCENT'S AIN KAREM AND  
HOGAR NINO DIOS PROJECTS IN THE HOLY LAND

The members of the Western Lieutenancy have been chosen to receive the prestigious Caritas Dei Award from Relevant Radio. Below is an excerpt from Relevant Radio's letter to H.E. Sir Michael Feeley.

*Your Excellency,*

*On Thursday, May 30, 2019, Relevant Radio is honored to present the 31st National Christ Brings Hope Award to H.E. Most Rev. Jose Gomez for his dedication to the faith and to the people of Los Angeles. This will be the first Los Angeles award presentation, and we are hoping to make the evening a wonderful opportunity to bring Los Angeles area Catholics together to highlight the good work of Archbishop Gomez.*

*In addition, that evening Relevant Radio would like to invite the Western USA Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem (EOHSJ) to accept the Caritas Dei Award. One of the primary missions of Relevant Radio is utilizing our powerful media platforms to promote the good works and missions of Catholic organizations and individuals around the world. The Caritas Dei award is presented to those individuals and organizations who exemplify God's perfect charity. The EOHSJ's St. Vincent's Ain Karem and Hogar Nino Dios projects in the Holy Land are fine examples of the important and life sustaining work being done by the Order.*

*Archbishop Gomez's role as Grand Prior of the Western Lieutenancy makes the evening even more appropriate and special. It is also a wonderful coincidence that the Chairman of our Board of Directors, Sir Tom Vorpahl and his wife Dame Ann Vorpahl, as well as Board members H.E. Most Rev. David Ricken, KC\*HS., Sir Timothy and Dame Pat VonDohlen (TX), Sir Robert and Dame Sally Atwell (WI), and Sir Robert and Dame Kathleen Riordan (WI) are also active members of the EOHSJ. We are honored that Los Angeles Area Councillors, Sir Dennis and Dame Susan De Pietro, have agreed to serve on the Christ Brings Hope Dinner committee. It is shaping up to be a terrific event!*

**The Relevant Radio Christ Brings Hope Award Dinner will be held Thursday May 30 at the Millennium Biltmore Hotel in downtown Los Angeles. Rev. Sir Dave Heney KCHS will be a special guest. For more information please visit <https://relevantradio.com/events/california/cbh-los-angeles/>.**

On March 27<sup>th</sup>, Father Sir David Heney, Deacon Sir Ryan Adams and Dame Margaret Romano recorded a radio interview by Deacon Steve Greco at the Tower of Hope at the Christ Cathedral.

The interview showcased and highlighted the works of the Equestrian Order, especially its involvement in various projects in the Holy Land.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Rele\\_Radio\\_Interv\\_20190329\\_1.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Rele_Radio_Interv_20190329_1.png))

Dcn Steve Greco, Fr. David Heney, Margie Romano, Dcn Ryan Adams

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Rele\\_Radio\\_Interv\\_20190329\\_2.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Rele_Radio_Interv_20190329_2.png))

Margie Romano, Dcn Ryan Adams, and Fr. David Heney being interviewed by Dcn Steve Greco

The interview will be broadcast on 44 radio stations throughout the West Coast on April 28<sup>th</sup> from noon to one in the afternoon. To listen in, you will need to tune in to one of Relevant Radio's stations. You can find a radio station in your area at <https://relevantradio.com/listen/stations/>.

However members who cannot wait until the airing date, can see the interview on [Steve Greco's Facebook page here](https://www.facebook.com/profile.php?id=100008847341475) (<https://www.facebook.com/profile.php?id=100008847341475>).

#### WESTERN LIEUTENANCY – UPCOMING MID-YEAR MEETINGS

San Bernardino	TBD	cancelled
Los Angeles	March 7, 2020	<a href="https://www.eohsjwesternusa.org/events/los-angeles-mid-year-meeting/">Details (https://www.eohsjwesternusa.org/events/los-angeles-mid-year-meeting/)</a>
San Diego	March 14, 2020	<a href="https://www.eohsjwesternusa.org/events/san-diego-mid-year-meeting/">Details (https://www.eohsjwesternusa.org/events/san-diego-mid-year-meeting/)</a>

Salt Lake City	TBD	cancelled
Tucson	TBD	cancelled
Phoenix	TBD	cancelled
Las Vegas	TBD	cancelled
Orange	TBD	cancelled

#### WESTERN LIEUTENANCY – UPCOMING ANNUAL MEETINGS

Looking ahead, please note the dates and locations for the 2020 and 2021 Annual Meetings (AM) as shown below.

Both venues are considered spectacular; for highlights, refer to their respective websites.

#### 2020 – Archdiocese of Los Angeles

The 2020 Annual Meeting has been cancelled.

[Read the full announcement here.](https://www.eohsjwesternusa.org/wp-content/uploads/2020/05/2020-Annual-Meeting-Cancelled.pdf) (https://www.eohsjwesternusa.org/wp-content/uploads/2020/05/2020-Annual-Meeting-Cancelled.pdf)

[Please join us for our Virtual Annual Meeting.](https://www.eohsjwesternusa.org/3503-2/)  
[September 24 -27, 2020.](https://www.eohsjwesternusa.org/3503-2/) (https://www.eohsjwesternusa.org/3503-2/)

#### 2021 – Diocese of Las Vegas

September 30 – October 4, 2021

(https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/RedRock\_2021.png)

Red Rock Casino Resort & Spa  
Las Vegas, Nevada

MSGR. MARC TRUDEAU APPOINTED AUXILIARY BISHOP FOR  
THE ARCHDIOCESE OF LOS ANGELES

**Msgr. Trudeau has served as the Ecclesiastical M.C.  
for the Western Lieutenancy**

[Read the full story from the Angelus News](#)

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Trudeau\\_LAs\\_newest\\_auxiliary\\_bishop\\_20180405.pdf](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Trudeau_LAs_newest_auxiliary_bishop_20180405.pdf))

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Marc\\_Trudeau.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Marc_Trudeau.jpg))

## LOS ANGELES AREA NEWS

Area Co-Councillors for the Archdiocese of Los Angeles  
Sir Dennis and Dame Susan De Pietro  
Voice: 323-257-4253  
Cellular: 323-314-4031

Email: [LA\\_Councillor@eohsjwesternusa.org](mailto:LA_Councillor@eohsjwesternusa.org) ([mailto:LA\\_Councillor@eohsjwesternusa.org](mailto:LA_Councillor@eohsjwesternusa.org))

### Upcoming Events:

#### Lenten Stations of the Cross

**THIS EVENT HAS BEEN CANCELLED**

**Thursday, March 26, 2020, 6:00 pm**

The Knights and Dames of the Equestrian Order of the Holy Sepulchre of Jerusalem invite you, your family, and friends to walk the Stations of the Cross, gather in Lenten prayer and share a simple meal.

[Click here for details.](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/2020_EOHSJ_WL_LentenStations.pdf) ([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/2020\\_EOHSJ\\_WL\\_LentenStations.pdf](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/2020_EOHSJ_WL_LentenStations.pdf))

#### First Monday Rosary.

Please join our fellow Knights and Dames at 7:00 pm on the First Monday of every month to pray the Glorious Mysteries of the Rosary. The following is the link to the United States Conference of Catholic Bishops Spiritual Rosary of the Glorious Mysteries:

<http://www.usccb.org/prayer-and-worship/prayers-and-devotions/rosaries/a-rosary-for-life-the-glorious-mysteries.cfm>  
(<http://www.usccb.org/prayer-and-worship/prayers-and-devotions/rosaries/a-rosary-for-life-the-glorious-mysteries.cfm>)

You can also follow are links below to each Mystery devotional available at EWTN:

- The Resurrection (<https://www.ewtn.com/Devotionals/prayers/rosary/Resurrection.htm>)
- The Ascension (<https://www.ewtn.com/Devotionals/prayers/rosary/Ascension.htm>)
- The Descent of the Holy Spirit (<https://www.ewtn.com/Devotionals/prayers/rosary/descent.htm>)
- The Assumption of the Blessed Virgin Mary (<https://www.ewtn.com/Devotionals/prayers/rosary/Assumption.htm>)
- The Coronation of the Blessed Virgin Mary (<https://www.ewtn.com/Devotionals/prayers/rosary/Coronation.htm>)

**NOTE: IN-PERSON MEETINGS OF MEMBERS TO PRAY THE ROSARY ARE TEMPORARILY SUSPENDED**

Please continue to say the Rosary at home.

**Please pray for the intentions of the Holy Father, for Justice and Peace in the Holy Land and for the fight against the forces of evil.**

To join a local gathering praying the Rosary please contact the following members who coordinate First Monday Rosary gatherings in their areas:

*Dame Louise Garcia ( [louizm@yahoo.com](mailto:louizm@yahoo.com) (<mailto:louizm@yahoo.com>)) San Pedro and South Bay areas*

*Sir Dan and Dame Rose Grimm (805-551-6746 or [djgmfti@gmail.com](mailto:djgmfti@gmail.com) (<mailto:djgmfti@gmail.com>)) Santa Barbara, Ventura areas*

*Sir Tom Blumenthal ([tblumenthal@gearys.com](mailto:tblumenthal@gearys.com) (<mailto:tblumenthal@gearys.com>)) West Side area*

*Sir Peter and Dame Sharyn Godfrey ([godfreyhome061@gmail.com](mailto:godfreyhome061@gmail.com) (<mailto:godfreyhome061@gmail.com>)) Northeast and San Gabriel Valley areas*

We are grateful to *Sir Larry and Dame Jo Anne Lazar* who will now coordinate the First Monday Rosary gatherings in the San Fernando Valley.

Their email address is [llazar5832@aol.com](mailto:llazar5832@aol.com) (<mailto:llazar5832@aol.com>).

2020 OneLife Walk for Life

On Saturday January 18th, our Grand Prior, H.E. Sir Jose Gomez KC\*HS, led 35,000 enthusiastic faithful in the **2020 OneLife LA Walk for Life**. The walk started from La Placita Church to a huge gathering held at the LA State Historic Park.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OneLife\\_2020\\_1.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OneLife_2020_1.png))

Joining our Archbishop Gomez were members of the Equestrian Order and Regional Bishops including the Very Rev. Sir Marc Trudeau, KC\*HS, the Very Rev. Sir Robert Barron, KC\*HS, and the Very Rev. Sir Joseph Brennan, KC\*HS, Bishop of Fresno. Members of the Order were represented in the walk which was coordinated by the Knights of Columbus, led by Sir Richard Marciniak, KHS, and assisted by Sir Don Keegan, KGCHS.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OneLife\\_2020\\_2.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OneLife_2020_2.png))

Throughout the march and just behind the Archbishop and Bishops, the flag of the Order was proudly carried, flanked by the flag of the Order of Malta.



Deus lo vult.

*Submitted by Sir Dennis and Dame Susan De Pietro, Los Angeles Area Co-Councillors*

### LA Area Members in Action at the 2019 Phoenix Annual Meeting

Several Los Angeles Area members and guests attended the 2019 Annual Meeting in Phoenix. On Friday evening, Sir Dennis and Dame Susan De Pietro, LA Area Co-Councillors, hosted a private pre-dinner LA Reception to celebrate Route 66; it was a lively and buzzing event. Dames in colorful and cute Route 66 shirts made the evening pow-wow more memorable. Members, investees (among them: Kristy Van Cleve and husband, Mark Van Cleve, Frank McKown), and guests mingled freely, exchanged pleasantries and congratulated Dame Margie Romano for her elevation to the post as Lieutenant. Most of them met for the first time Sarah Knob, our new Executive Director.

Action photos taken during the Friday night reception and celebration memorialize the events. Among the happy and tireless attendees: Beaming Margie and Sarah, Tres Route 66 Amigas, Dennis and Susan polishing the dance floor in earnest, Incoming treasurer Sir Brad Sharp, outgoing treasurer Dame Rita Liebelt, Hon. Sir George Kalinski, Rev. Sir John Montejano and many others.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Tres-Amigas-IMG\\_5340.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Tres-Amigas-IMG_5340.jpg))

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-AM-Dennis-dancing-disco.jpeg>)

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Kalinski-19.jpg>)

Photos taken the following day: the newly-installed Lieutenant, Dame Margie, with Sir Dennis and Dame Susan; Sir Michael Feeley, our former immediate Lieutenant with a special "Thank You" gift presented by Dames Rita and Margie.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/IMG\\_5246.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/IMG_5246.jpg))

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Margie-Susan-Dennis-36.jpg>)

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Michael-with-gift-IMG\\_5298.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Michael-with-gift-IMG_5298.jpg))

*Submitted by Sir Dennis and Dame Susan De Pietro, Area Co-Councillors*

### 2019 MID-YEAR MEETING

On Saturday, March 9th, St. Bede the Venerable Church in La Canada-Flintridge hosted the 2019 Los Angeles Archdiocese area Mass and mid-year meeting. We are grateful to their Pastor, the Very Rev. Sir Antonio Cacciapuoti and the staff at St. Bede for their hospitality.

About 110 knights and dames, investees and guests participated. Ms. Belinda Wulke, the Parish Liturgical Director, extended an invitation to the St. Bede parishioners to attend the Mass. She placed invitation flyers describing the work of the Order in their Sunday bulletin.

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Area-2019-MYM-Archbishop-Gomez-Bishop-Brennan.jpg>)

Grand Prior H.E. José H. Gomez, KC\*HS, was principal celebrant and homilist. We are so grateful for his presence and involvement in these midyear meetings. We were also honored to have the Most Reverend Sir Joseph Brennan, KC\*HS, as concelebrant.

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Area-2019-MYM-Archbishop-Gomez.jpg>)

Our gratitude to Rev. Sir Brian Nunes, for coordinating the liturgy and to Deacon Sir Ryan Adams, for being the Deacon of the Word. Participating clergy included Rev. Sir Dave Heney, Very Rev. Sir Francis Hicks, Rev. Sir William Connor and Deacon Sir Louis Roche.

Those who assisted in the liturgy:

Cross bearer: Sir Teo Zeolla, KCHS  
 Banner bearer: Dame Raida Sayegh, DGCHS  
 Our Lady of Peace icon bearers: Dame Mary Beth Legg, DHS, and Sir Scott Scherer, KC\*HS  
 Reader: Dame Louise Tamberg, DHS  
 Intentions: Dame Gloria Wiley, DHS  
 Gift bearers: Dame Gabriela Reitzell, DHS and Sir Don Keagan, KGCHS

Special thanks to:

Dame Rosa Cumare, DGCHS, for facilitating the liturgy, liturgical music and underwriting the programs;  
 Dame Judy Brooks, DCHS, and Sir Jim Brooks, KCHS, for coordinating the event and underwriting the invitations.

After the reception and lunch, historian Michael Grumbine spoke about just wars and the Crusades. Our dear Chancellor and incoming Lieutenant, Dame Margaret Romano, KGCHS, delivered the Lieutenant's presentation.

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-LA-Area-2019-MYM-group-pix.jpg>)

We are grateful to have these midyear meetings in parishes with member Clergy. It is both an opportunity for members to visit other Parishes and also as an outreach by the Order to fellow Catholics who are not familiar with our mission.

### EOHSJ Holy Land Economic Development Fund

*Most Reverend Sir Marc Trudeau* will lead a committee in formation which will advance in the Los Angeles Archdiocese area the goals of the EOHSJ Holy Land Economic Development Fund (HLEDF). This initiative is a project of the Western Lieutenancy Justice and Peace Committee and is overseen locally by *Sir Peter and Dame Sharyn Godfrey*, the Los Angeles Archdiocese area Justice and Peace Coordinators. The HLEDF is the next generation of what was the microloan project established by members in the Diocese of Orange. It has been and continues to be very successful in directly assisting businesses by providing small amounts of short term capital. We are so grateful to *Bishop Marc* for giving of his already precious time to head this committee. If you would like to be a part of this effort please email us at [LA\\_Councillor@eohsjwesternusa.org](mailto:LA_Councillor@eohsjwesternusa.org) (mailto:LA\_Councillor@eohsjwesternusa.org). If you are asked to join the committee, please say yes!

### As We Approach Holy Week

The following video <https://vimeo.com/317518545> (<https://vimeo.com/317518545>) provided by *Dame Jo Anne Lazar* was filmed by documentary cinematographer *Ms. Trish Geiger*. It captures members from St. Charles Borromeo entering the Church of the Holy Sepulchre and entering the edicule.

## ORANGE AREA NEWS

**Area Co-Councillors for the Diocese of Orange****Dame Kristin and Sir Stephen Luchetta**

Email: [OC\\_Councillor@eohsjwesternusa.org](mailto:OC_Councillor@eohsjwesternusa.org) (mailto:OC\_Councillor@eohsjwesternusa.org)

Procession of Our Lady of Zapopan in Guadalajara, Mexico, October 2019

By Sir Doug & Dame Carol Batezel

What a blessing it was on October 12, 2019 to attend and represent the Equestrian Order of the Holy Sepulcher of Jerusalem at the procession of Our Lady of Zapopan in Guadalajara, Mexico. Carol, my wife, and I have never witnessed, outside of Rome, the magnitude of faithful Catholics as we did for this holy event. Over two million faithful followers of Christ lined the streets, attended Mass and praised Our Lady in the form of an icon. It was truly breathtaking.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Zapopan\\_2019\\_2.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Zapopan_2019_2.png))

*The archbishop of Guadalajara blessing the icon*

*Early morning assembly prior to the 8 mile procession*

Our US members (from the Western, Northwest, and Southern Texas Lieutenancies, and Dame Deborah and Sir Patrick Powers) were matched by the Mexican contingency who were instantly made firm and fast friends and walked with us the whole eight miles. Tired, thirsty and hungry (offered up to God) we shared a meal afterward.

Breaking bread after the procession: Sir Patrick and Dame Deborah Powers, Dame Trudy Comeau, Lieutenant of the Toronto Lieutenancy, Dame Carol and Sir Doug Batezel, and members of the Guadalajara Lieutenancy

Carol and I also saw a new and emerging Mexico that many Americans don't see. Up to now, our only impression was gained through border towns and cruise ship ports. I can tell everyone, that this limited exposure was only one view of Mexico and it is not the norm. They are warm, vibrant, faith people who I will call our North American brothers. If there is an opportunity for you to attend the Romeria next year, place it on your bucket list. We may be returning next year.

### 2019 ORANGE AREA SUMMER EVENTS

#### June's Quarterly Mass and Rosary

On Saturday, June 1, 2019, 36 members of the Orange Area attended our Quarterly Mass and Rosary at the Shroud Center of Southern California located at the Santiago Retreat Center in Silverado, CA. The morning began with Mass celebrated by Msgr. Ted Olson, KCHS and the recitation of the Rosary. After the Mass, we gathered in the multi-purpose room for pastries, coffee, and social time.

After the break, we regrouped in the Divine Mercy Chapel for a special presentation on the history of the Shroud of Turin. Sir Dave Belz and Lee Sweeney, Director of the Shroud Center, led the presentation on the history and scientific evidence on the shroud. They also presented a full-size original Kodak photograph of the actual Shroud from the 1978 scientific study conducted by world renowned scientists including Barrie Schwartz.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_2019\\_Shroud.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_2019_Shroud.png))

*Lee Sweeney, Director of the Shroud Center, presenting the history of the Shroud of Turin*

The Shroud of Turin is the most scientifically studied artifact in all of history. The Shroud Center of Southern California has one of the most complete collections concerning the Shroud of Turin in North America.

Special thanks to Sir Terry and Dame Kathy McGaughan, Sir Dave Belz, and the Spirituality Team who organized this special event. Sir Terry also produced a special trifold of the Shroud for attendees. The members thoroughly enjoyed the presentation.

#### Dedication of Christ Cathedral

The Diocese of Orange, the 10th largest Catholic Diocese in the United States, dedicated the Christ Cathedral in Garden Grove, on Wednesday, July 17, 2019. The architectural landmark, formerly known as Crystal Cathedral, was purchased in February 2012.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_2019\\_Cathedral\\_Dedic.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_2019_Cathedral_Dedic.png))  
*The interior of Christ Cathedral during the dedication.*

The Most Reverend Kevin Vann, KC\*HS, Bishop of Orange, led the solemn ceremony that lasted four hours. Over 3,000 people attended the invitation-only event, including priests and representatives of the 62 parishes in Orange County.

*Bishop Kevin Vann anointing the altar*

The Western USA Lieutenancy, headed by H.E. Lieutenant Michael S. Feeley, KGCHS and Chancellor Dame Margie Romano, DGCHS, was honored to participate in the processional. Christ Cathedral is open for Mass on weekends only, while the Hazel Wright Organ undergoes tuning; the organ will be dedicated in May 2020.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_2019\\_EOHSJ\\_Cathedral\\_Dedic.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_2019_EOHSJ_Cathedral_Dedic.png))  
*KHS members who attended the Cathedral's dedication: Sir Terry and Dame Kathy McGaughan, Dame Sally and Sir Bill Green, Dame Janet and Lieutenant Sir Michael Feeley, Chancellor Dame Margie and Sir Tom Romano, Dame Kristin and Sir Steve Luchetta, Dame Sophia and Sir Laurin Dodd*

## Ordination to the Priesthood

On Saturday, July 27, 2019, the Most Reverend Kevin Vann, KC\*HS, Bishop of Orange, ordained six men to the priesthood in the first Ordination, an ancient and solemn ceremony, at the newly dedicated Christ Cathedral. The Orange Area of the Western USA Lieutenancy was honored to participate in the procession.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_2019\\_Process\\_Cathedral\\_Dedic.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_2019_Process_Cathedral_Dedic.png))  
*EOHSJ members in procession*

The faith and dedication of the newly ordained priests are a blessing to Orange County and to the Catholic Church. Three will start their assignments at local parishes; the other three will continue their studies at the Pontifical North American College in Rome.

### Visit to Forty Martyrs Armenian Apostolic Church

On Thursday, August 1, 2019, 21 Knights, Dames, and candidates visited Forty Martyrs Armenian Apostolic Church in Santa Ana. We were welcomed by Rev. Karekin Bedourian, Pastor of Forty Martyrs and enjoyed an incredible discussion about the history of the Armenian Church throughout the centuries.

Rev. Sir John Monestero also contributed to the evening's question and answer section with Fr. Bedourian. They educated the group on the similarities and differences between the Oriental Orthodox Church and the Roman Catholic Church.

Thanks to Fr. Monestero for arranging this incredible evening.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_2019\\_EOHSJ\\_Armenian.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_2019_EOHSJ_Armenian.png))

Fr. Karekin Bedourian with EOHSJ members and candidates

### Orange Area Day of Recollection

On Saturday, August 3, 2019 the Orange Area EOHSJ, along with the Order of Malta, hosted the Annual Day of Recollection at St. Thomas More Catholic Parish, in Irvine. Thanks to Rev. Sir John Janze, Pastor of St. Thomas More, for continuing the tradition. More than 100 Knights, Dames, and candidates attended the event. The day began with a continental breakfast and fellowship. Sir Rev. Sir John Monestero and Rev. Eric Hollas, OSB were our special guest speakers.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_2019\\_Malta.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_2019_Malta.png))

*Order of Malta Section President Ed Godlewski and Orange Area Co-Councillors Sir Stephen and Dame Kristin Luchetta welcoming the members of both EOHSJ and Malta to the Annual Day of Recollection*

Fr. Monestero gave an informative talk on Blessed Bartolo Longo, an Italian lawyer and lay member of the EOHSJ, who is up for canonization. His fascinating story begins with hardship and his ultimate turning away from his Catholic faith, only to begin studying the occult at the university. Before long he was "ordained" as a priest of Satan. The faithful prayers of his family finally broke through and Bartolo began the work of coming back to his Catholic faith, through the direction of a Dominican priest. He focused on the Rosary and the love he felt of the Blessed Mother. For more than 50 years, he preached the Rosary, founded schools, established orphanages and transformed the city of Pompeii. October 5th is his feast day.

Fr. Hollas presented a descriptive lecture on the roles of both the EOHSJ and the Order of Malta in the early Crusades. He described the life and challenges of people during the 1100s, both in Europe and the Holy Land. He detailed the roles that each Order played in the ongoing conflicts and how the roles of the Orders today follow a similar path, namely, to support the Christian presence and sites in the Holy Land.

Each year we highlight a ministry that helps support Christians in the Holy Land. This year's ministry is Hogar Nino Dios. We shared how this special home provides a loving and safe environment for children with special needs. Thanks to the generosity of those members of both the EOHSJ and the Order of Malta, we raised over \$7,900 for Hogar.

We concluded the day with the celebration of the Mass. The Most Reverend Timothy Freyer, KC\*HS was the Celebrant, along with Fr. Sir Janze, Fr. Monestero, Fr. Hollas and Rev. Sir Joseph Nettekoven, concelebrating.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_2019\\_Freyer\\_Mass.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_2019_Freyer_Mass.png))  
*Bishop Freyer concelebrating the Mass with Fr. John Janze, Fr. John Monestero, Fr. Joseph Nettekoven – all member priests*

Our thanks to the Orange Area members who helped with the planning of this annual event.

*Submitted by Sir Stephen Luchetta, KGCHS and Dame Kristin Luchetta, DGCHS Orange Area Co-Councillors*

### Interfaith Visit At Saint Paul's Greek Orthodox Church – March 2019.

On Tuesday evening of March 26th, 27 members of the Orange Area gathered at Saint Paul's Greek Orthodox Church in Irvine, California, for an interfaith visit. Fr. John Monestero, our Justice & Peace (J&P) Spiritual Leader, organized the event in line with the J&P Committee's mission to broaden the Orange Area members' perspective on various religious denominations.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_Saint-Pauls-20190326\\_IMG\\_4470\\_3.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_Saint-Pauls-20190326_IMG_4470_3.jpg))

Our host, Fr. Steve Tchichlis, Saint Paul's pastor, graciously greeted us in the main sanctuary. He gave an informative and engaging talk on the similarities and differences between the Roman Catholic and the Greek Orthodox Churches. He also updated us on how the Christians are doing in Islamic Turkey, especially the Greek Patriarch of Constantinople (now known as Istanbul).

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR\\_Saint-Pauls-20190326\\_IMG\\_4461\\_2.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OR_Saint-Pauls-20190326_IMG_4461_2.jpg))  
 Fr. Steve Tchichlis leading the discussions

Fr. Steve Tchichlis then led us to a wonderful tour of the church; we learned a lot about the meaning and significance of the religious icons.



St. Paul's Church is one of the most beautiful churches in Southern California, adorned with mosaic icons created by an artist who formerly worked in the Vatican mosaic studio before starting his own studio in Rome. This church is a treasure in our own backyard.

Special thanks to Fr. John Monestero for arranging this special and memorable event and to Fr. Steve Tchichlis, our gracious host. We had an evening of fellowship and enlightenment.

*Submitted by Stephen and Kristin Luchetta, Co-Councillors of the Orange Area*

### Lenten Retreat 2019

On Saturday, March 9, 2019, 63 members of the Orange Area attended our Annual Lenten Retreat at St. Thomas More Church in Irvine, hosted by Fr. John Janze, pastor.

The morning began with a Mass celebrated by Bishop Kevin Vann, Bishop of Orange. His homily focused on the urgent call to follow the traditions of the Lenten Season concerning prayers, fasting, and almsgiving.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_2019\\_RETREAT\\_IMG\\_4294.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_2019_RETREAT_IMG_4294.jpg))

*Bishop Vann concelebrating the Mass with Frs. Horan, Tran, and Janze*

After the Mass, members gathered in the multi-purpose room for the spiritual retreat moderated by our keynote speaker, Fr. Quan Tran, Parochial Vicar at Christ Cathedral and Episcopal Vicar of Ecumenical and Interreligious Affairs for the Diocese of Orange.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_2019\\_RETREAT\\_IMG\\_4308\\_2.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_2019_RETREAT_IMG_4308_2.jpg))

*Fr. Quan Tran, keynote speaker and retreat moderator*

Fr. Tran discussed the meaning and purpose of Catholic traditions during Lent, from Ash Wednesday to Good Friday and through the celebration of Jesus' Resurrection on Easter Sunday. He noted that Lent is a spiritual training that strengthens the soul. He echoed Bishop Vann's homily on prayer, fasting and almsgiving as among the means to grace and holiness. He also explained the significance in our lives of the Paschal Mystery: the suffering, death and resurrection of our Lord. Fr. Tran strongly emphasized that we should uphold the Lenten traditions out of love for God.

The retreat ended with a light lunch, fellowship, and the recitation of the prayer of the Western Lieutenancy.

*Submitted by Stephen and Kristin Luchetta, Co-Councillors of the Orange Area.*

### Mid Year Meeting 2019

On Friday, March 1, 2019, 104 members of the Orange Area attended our Mid Year Meeting (MYM).

The evening began with a Mass at Our Lady of Mount Carmel Catholic Church in Newport Beach celebrated by Bishop Timothy Freyer, Auxiliary Bishop of Orange, and hosted by Msgr. Doug Cook, Pastor.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_2019\\_MYM\\_IMG\\_4224\\_2.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_2019_MYM_IMG_4224_2.jpg))

*Sir Nick Wittner, KCHS, leads the procession*

Bishop Freyer's homily focused on spirituality and opportunities for members to practice prayer, fasting and almsgiving and during the upcoming Lenten season.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_2019\\_MYM\\_IMG\\_4227.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_2019_MYM_IMG_4227.jpg))MYM  
Mass concelebrated by Bishop Freyer and Msgr. Doug Cook

After the Mass, members gathered at Santa Ana Country Club for dinner and fellowship. During the dinner program, Bishop Freyer shared his faith journey from Priest to Bishop. He also touched on the spirituality of the Order and Pope Francis' focus on the spiritual growth of our members. His message was timely since we were entering the Lenten Season.

Our Lieutenant, H.E. Sir Michael S. Feeley, thanked the Orange Area for hosting the successful 2018 Annual Meeting in Orange County. He shared his inspiration from the *Consulta* in Rome last November and talked about the spiritual growth of all our members as noted by Bishop Freyer.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_2019\\_MYM\\_IMG\\_4246\\_2.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_2019_MYM_IMG_4246_2.jpg))

*Happy attendees: Janet Feeley, Stephen Luchetta, Michael Feeley, Kristin Luchetta, Bishop Freyer, Patrick Powers, Debra Powers*

The evening ended with H.E. Sir Patrick Powers, Knight of the Collar, Vice Governor General of Honor, leading the members in the prayer of the Western Lieutenancy.

*Submitted by Stephen and Kristin Luchetta, Co-Councillors of the Orange Area*

### Feast of Our Lady Queen of Palestine – October 2018

On Saturday, October 27th and Sunday, October 28th, knights and dames of the Orange Area participated in the celebration of the Feast of Our Lady Queen of Palestine. Eucharistic celebrations were held in San Antonio de Padua church and Holy Family Cathedral. Rev. John Neneman, Knight Chaplin and Fr. Patrick Moses, a candidate for Investiture in 2019, graciously hosted the events.

We robed and processed before and after the Masses, gave short pulpit talks and greeted the respective parishioners. We gladly shared information about the Order and the various projects we sponsor and finance in the Holy Land.

Our Lieutenant, H. E. Sir Michael Feeley, has strongly encouraged the Order to observe and celebrate this feast. Last weekend's events marked the fourth year in a row that we have participated in the celebration of this important feast day of our Order.

Submitted by Stephen and Kristin Luchetta, Co-Councillors, Orange Area

*Holy Family Cathedral Mass with the icon of our Lady Queen of Palestine*

*Steve Lucheta, Kristin Lucheta, Lita Desales, Vince Salico, Barbara Salico, John Biale, Elena Biale, Diana Dudaniec, Peggy Eoff, Paul Eoff, Fr. John Neneman, pastor, San Antonio De Padua*

#### Exaltation of the Holy Cross Feast Day Celebration, September 14, 2018

On Friday, September 14th, members of the Orange Area gathered at Holy Cross Melkite Catholic Church in Placentia for an Eastern Rite Mass to observe the Feast of the Exaltation of The Holy Cross. We gathered with the Melkite Community for Mass con-celebrated by Fr. Francois Beyrouti, Pastor of Holy Cross and Fr. John Monestero, our Justice and Peace Advisor.

After Mass we processed to the courtyard area for the traditional veneration of the Cross and fire ceremony signifying St. Helena's celebration after locating the original cross. We then joined the congregation for desserts and coffee.

This is our second visit. We plan to make this an annual event for our Area in accordance with our Justice & Peace Committee's mission to help educate the members of our Order, along with our Lieutenant's wishes to celebrate the Order's Feast Days.

Submitted by Sir Stephen and Dame Kristin Luchetta, Orange Area Co-Councillors

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_Melkite\\_Cross\\_20180923.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_Melkite_Cross_20180923.png))

#### **Monthly First Monday Rosaries are held in 5 locations in the Orange Area:**

- 1) Irvine/Tustin
- 2) Anaheim
- 3) San Clemente / Dana Point
- 4) Laguna Niguel / Mission Viejo
- 5) Newport Beach / Costa Mesa

Dear Knights and Dames and Candidates,

On August 4th, we celebrated our 20th Half Day of Recollection at St. Thomas More Church in Irvine. Our special thanks to Fr. John Janze for graciously hosting this annual event. This was, once again, a joint effort between the EOHSJ and the Order of Malta. Thanks also to Ed Godlewski, President of the Orange Chapter, for his help and support. We would like to share with you some of the special moments and photos of the day.

Over 60 members of our Order and the Order of Malta, including candidates and provisionals, enjoyed a morning of inspirational talks, prayers and fellowship. Rabbi Michael Mayersohn enlightened us on the meaning of Jerusalem in Judaism, our own Fr. John Monestero on the History of the Crusades part XVIII, and a spirit filled liturgy led by Most Reverend Timothy Freyer. Participants also got a first hand look at our new processional icon of Our Lady of Palestine, a gift to the Orange Area from Fr. Francois Beyrouti of Holy Cross Melkite Catholic Church. We were also blessed with the presence of our very own seminarian Michael Althib, who is at the Latin Seminary in Beit Jala. Michael is from Southern California and has four more years of study. Please keep Michael in your prayers.

We raised \$5,025 from our collection to support the Holy Family Hospital in Bethlehem. If you were unable to attend the Half Day of Recollection and would like to donate to the Holy Family Hospital, please mail us your check.

Thanks to all the members who attended, brought goodies, contributed to collection and helped organize this event.

May Our Queen of Palestine bless you and your families,

Sir Stephen and Dame Kristin Luchetta,  
Orange Area Co-Councillors

"Deus lo vult."

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_20180806\\_BpTim4.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_20180806_BpTim4.jpg)) ([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_20180806\\_icon.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_20180806_icon.jpg)) ([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC\\_20180806\\_serr.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/OC_20180806_serr.jpg))

Area Co-Councillors for the Diocese of Phoenix  
 Dame Gloria Santos  
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### Beit Jala Seminary Thanks the Phoenix Area's Adopt-A-Seminarian Program

On April 3, 2020, Dame Teresa Ornelas, Phoenix Area Adopt-A-Seminarian program (AASP) coordinator, received an email from Fr. Yaoub Rafidi, Rector of Beit Jala Seminary, thanking the contributing members of the Phoenix Area AASP for donating 10 laptop computers. Fr. Rafidi's earlier email to H.E. Dame Margaret Romano, DGCHS, Lieutenant of the Western Lieutenancy, stated that the timing of the arrival of the laptop computers was perfect since the COVID-19 virus caused the closure of the minor seminary in Beit Jala and the relocation of 10 major seminarians to the Knights Palace in Jerusalem. The arrival of the laptops enabled the displaced seminarians to continue their academic studies of Philosophy and Theology via internet lectures. These laptops can also help in broadcasting holy Masses during the "shelter in place order" throughout Israel.

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-PhoenixLaptops-for-Seminarians-.jpg>)  
 Major seminarians under the direction of Fr. Yaoub Rafidi, Rector, unveil their new laptops

The Phoenix Area AASP began in 2014 in direct response to the mission and challenge of the Equestrian Order of the Holy Sepulchre of Jerusalem's mission statement: *"to sustain and aid the charitable, cultural, and social works and institutions of the Catholic Church in the Holy Land"*. This project incorporates the Order's mission into a tangible plan through the active support of the Knights and Dames to develop new priests to serve the Christians in the Holy Land, thereby strengthening the Church's presence and propagation of the faith in the area that needs it most.

The spiritual and financial support of the six founding members of the Phoenix Area AASP culminated in 2018 with a pilgrimage to the Holy Land to attend and join in the celebration of the priestly ordination of its first seminarian, Khaled Gammoh. The first program's success led to the invitation of additional Knights and Dames from the Phoenix Area to join in the next phase of the program.

Today, there are 25 members of the Order in the Phoenix Area committed to seminarian Rames Mario Twal, who will be ordained, God willing, in 2021 or 2022. This increase in spiritual and financial participation led to the program being able to respond to the request for procurement of computers to advance the studies of the seminarians. This program would not be possible without the coordination and leadership of Dame Teresa Ornelas and the additional support of Sir Thomas Castellanos, KHS, Area Co-Councillor for the Diocese of Phoenix.

**Submitted by Sir Thomas Castellanos, KHS, Area Co-Councillor for the Diocese of Phoenix**

### Diocese of Phoenix Celebrates Its Golden Jubilee

On December 2, 2019, the Diocese of Phoenix celebrated its Golden Jubilee with a Mass of Thanksgiving.

Thousands attended the Mass at the Comerica Theatre in downtown Phoenix. The theme for this 50th anniversary was "Remember the Fidelity of Jesus". The celebration's emphasis was on the family, the domestic Church.

Thirty two Phoenix diocese knights and dames of The Equestrian Order of the Holy Sepulchre of Jerusalem processed onto the theatre stage with Bishop Thomas Olmsted, KC\*HS, our Grand Prior Archbishop Jose Gomez of Los Angeles, Bishop Eduardo Nevares, and several visiting bishops, diocesan priests and deacons.

Bishop Olmsted and Archbishop Gomez were the principal celebrants of the Mass. Eight seminarians from Phoenix' new diocesan seminary served as acolytes for this impressive Mass.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/PH\\_50th\\_Anniv.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/PH_50th_Anniv.png))  
Bishop Olmsted and Archbishop Gomez  
concelebrating the Mass

Archbishop Gomez delivered an inspiring homily. He encouraged everyone present to realize the legacy of faith from our Spanish-born missionary priests who spread the gospel to Arizona and California via Mexico. He also encouraged everyone to offer gifts to the national church and to invite others to the catholic faith, not from programs but from heart-felt encounters with our Lord Jesus Christ.

When established in 1969, the Phoenix diocese was home to 200,000 Catholics. Today, 50 years later, it has grown 500% and serves 1.1 million catholic faithful with a diversity of cultures.

A highlight for the Diocese of Phoenix occurred on September 14, 1987 with a visit by the Pope St. John Paul II. Another memorable event was the 1989 visit of St. Teresa of Calcutta.

In 2017, the Diocese of Phoenix launched an aggressive and very successful 100 million dollar campaign for "Evangelization and Discipleship". Bishop Olmsted stated we need to be missionaries because our diocese is growing rapidly and what was begun by St. Junipero Serra and Padre Kino must be continued into the future.

**Submitted by Sir Tom Castellanos, KHS, Area Co-Councillor for the Diocese of Phoenix**

## TUCSON AREA NEWS

Area Co-Councillors for the Diocese of Tucson  
Dame Karen and Sir William McEwen

Email: [TU\\_Councillor@eohsjwesternusa.org](mailto:TU_Councillor@eohsjwesternusa.org) (mailto:[TU\\_Councillor@eohsjwesternusa.org](mailto:TU_Councillor@eohsjwesternusa.org))

### Helena Christine and Ann Dickson Elected to Board of Directors of the Bethlehem University Foundation

3 August 2020

Bethlehem University Foundation is pleased to announce the April 2020 election of Helena Christine and Ann Dickson to the Board of Directors of the Bethlehem University Foundation.

As a joint venture between the De La Salle Christian Brothers and the Vatican, Directors of the Bethlehem University Foundation, once elected to the Board, must be confirmed by the Superior General of the Christian Brothers and the Cardinal Prefect of the Congregation for the Oriental Churches. Helena and Ann's election was confirmed earlier this week.

Reflecting on the election, Sister Irene O'Neill, Chair of the Board of Directors said, "The Foundation is honored to welcome Helena and Ann to the Board. They bring years of professional experience and personal support to the Foundation. The Board is very fortunate to have both women join in our ministry of supporting and promoting Bethlehem University in the Holy Land."

Both Helena and Ann are Patrons of the Bethlehem University Foundation and are Dames of the Equestrian Order of the Holy Sepulchre of Jerusalem.

Their terms will commence in November of this year.

**Mrs. Helena Christine, Esq:**

Helena Christine is legal counsel at the University of Alabama in Birmingham, with a focus on economic development and institutional management. She is a member of the National Association of College and University Attorneys. Helena holds a Bachelor of Jurisprudence and Master of Jurisprudence from Oxford University. She and her husband Brian are members of the Southeastern Lieutenancy of the Equestrian Order of the Holy Sepulchre of Jerusalem and are Patrons of the Bethlehem University Foundation.

(<https://www.eohsjwesternusa.org/wp-content/uploads/2020/08/Helena-Christine-Headshot-200x300-1.jpg>)

**Mrs. Ann Dickson:**

Ann Dickson plays an active role in the charitable works of the Diocese of Tucson, Arizona, and other Catholic philanthropic organizations. She was the Catechumenate Director at St. Andrew the Apostle Parish in Sierra Vista, Arizona (1999-2008). Ann is a Dame Commander with Star of the Equestrian Order of the Holy Sepulchre of Jerusalem and is the Justice and Peace Coordinator for the Tucson Section of the Western Lieutenancy. Ann was instrumental in creating the Most Reverend Sir Gerald F. Kicanas KC\*HS Endowed Scholarship at the Bethlehem University Foundation. Ann received the "Archangel Award" of the Western Lieutenancy for her work in establishing the endowed scholarship.

([https://www.eohsjwesternusa.org/wp-content/uploads/2020/08/Ann\\_Dickson.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2020/08/Ann_Dickson.jpg))

First Monday Rosary in Sierra Vista, Arizona

The Knights and Dames of the Order in Sierra Vista, AZ pray the First Monday Rosary at the same time as members in Tucson. However, as they are 70+ miles apart, they do it separately!

The Sierra Vista members recently met for social time with others, including some parishioners, who had expressed interest in the Order. They gathered in the parish rectory for the January 2020 social time, while celebrating the New Year. They hope to meet more often for social time in the future.

([https://www.eohsjwesternusa.org/wp-content/uploads/2020/03/KHS-Tucson-Sierra-Vista-2-IMG\\_1223-2.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2020/03/KHS-Tucson-Sierra-Vista-2-IMG_1223-2.jpg)) In this photo are Sir Thomas McCloskey, Dame Ann Dickson, Dame Maryann Hockstad, Sir Paul Angelo, Rev. Sir Greg Adolf, Rev. Sir Rob Neske, Sir Louis Gasper (Knight of the Southwestern Lieutenancy), and Fr. Amal Sebastiar, MSFS, newly assigned International Associate at St. Andre the Apostle Parish.



([https://www.eohsjwesternusa.org/wp-content/uploads/2020/03/KHS-Tucson-Sierra-Vista-1-IMG\\_1225-.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2020/03/KHS-Tucson-Sierra-Vista-1-IMG_1225-.jpg))Children of Sir Thomas and Mary Ellen McCloskey with parishioners Ann Lund and Deacon Lauro Teran. We pray they all become Knights and Dames in due time.

*Submitted by Dame Ann Dickson, DC\*HS*

*Photos: Sir John Ratcliffe, KHS*

### Diocese of Tucson Lenten Retreat – February 2020

The Diocese of Tucson Equestrian Order of the Holy Sepulcher of Jerusalem (EOHSJ) gathered for a Lenten Retreat on February 29, 2020. The retreat was held at the beautiful Redemptorist Renewal Center where on the wall of the Our Lady of the Desert Church at the Center is a saying that paraphrases Hosea 2:14: *“desert will lead you to your heart where I will speak.”* This setting provides an opportunity to reflect on the Lenten season.

Rev. Sir Martin Martinez, KHS, Pastor San Martin de Porres Parish served as the Retreat Master.

He is a proud native Tucsonan. He shared his family's history with the city of Tucson including that his grandmother was the sacristan at Saint Augustine Cathedral in the 1920's.

The Retreat began with Mass. Fr. Martin was assisted by Deacon Ken; Janna Todd shared her gift of music. In his homily Fr. Martin spoke about the Lord being present and available. The Lord uses grace to join Him and reach out to others. Remember, that prayer makes Jesus Christ present and available.

Fr. Martin asked that everyone reflect on our graces and become instruments of God.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-Tucson-Lenten-Retreat-IMG\\_4616-4.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/KHS-Tucson-Lenten-Retreat-IMG_4616-4.jpg))

*Deacon Ken during Mass*

*EOHSJ Members after Mass*

*Retreat gets going*

The theme of the retreat, “Life of Prayer”, is apropos for the Lenten Season. Prayer is a mysterious encounter with God and satisfies an internal desire for God. The beginning of Lent, Ash Wednesday, is a time when Catholics outwardly share the faith with an ashen cross on the forehead. Lent is time to “recapture” prayer every day. Fr. Martin offered suggestions in overcoming difficulties in finding the time to pray. Steps to finding time include:

- When are you most receptive?
- Pray realistically, consistently and begin slowly

- Pray with inspiration using the rosary, the bible, scripture or the daily readings
- Pray inspirationally by asking what do I want or desire?
- Pray hoping to receive answers, connection, help, peace or solace
- When are you most un-interrupted?
- What time is most consistently open?
- When do you not have commitments to a spouse or family?
- When do you not have commitments to others?

Prayer requires recollection, meditation, and calmness. Finding the time is a fundamental element of spiritual growth. Prayer is about spending time with God. Prayer is the foundation of spiritual life and is the time we see God in ourselves:

- Acknowledge the presence of God by making Him the focus of prayer
- Relate to God as a friend by praying what is in your heart
- Receive the response remembering that God may speak in silence, but we must learn to listen
- Respond knowing that prayer is not static saying "what is done – Amen"
- Begin with gratitude as we are continually blessed by God even if we are not aware of it.
- Petition knowing God and that God knows us
- Review where God was in my day and how did I respond
- Respond by asking for forgiveness of our failings
- Look ahead for spiritual progress

Praying everyday strengthens our relationship with the Lord and during the time of Lent, prayer can bring you closer to God. Fr. Martin shared the four steps of prayer:

St Ignatius of Loyola offers a format of prayer in five steps known as *The Examine*, using the principles of Consolation (moving toward God) and Desolation (moving away from God). The goal is to work on prayer and pray more. The Examine is a process to improve our prayer life and make it more purposeful.

Fr. Martin made the case that praying is an important aspect of spiritual life and provided a guide to a meaningful prayer experience and how prayer can and does improve our relationship with God. He asked that we make prayer a part of our day.

He also asked for prayers for all members of the EOHSJ.

*Submitted by Sir David Ball, KCHS*

*Photos: Sir Bill McEwen, KGCHS*

### Tucson Advent Retreat – November 2019

The EOHSJ of the Diocese of Tucson held an Advent retreat on November 9th at St. Thomas Apostle Church. Reverend Greg Adolf, KCHS, served as the retreat leader. He celebrated Mass to honor the feast day of the Dedication of St. John Lateran Basilica. The basilica was consecrated in AD 324. At every annual feast day celebration, the Catholic faithful are encouraged to keep strong ties to our past and to the universal Catholic Church.

In his homily, Father Greg spoke about the history of the basilica being rebuilt despite fires and earthquakes. While structures can be rebuilt and updated, the real beauty of any Church is in the people. People provide the living witness of the good news of Jesus and share the Catholic faith.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU\\_Advent\\_2019\\_1.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU_Advent_2019_1.jpg))

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU\\_Advent\\_2019\\_2.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU_Advent_2019_2.jpg))

The theme of the retreat was a "Pilgrimage with Mary from Nazareth to the Cross." The journey includes seven stops.

1. **Nazareth** – While Mary was considered of minimal importance because she was a woman, young, and poor she still spoke her unconditional yes to God's invitation. The retreat participants reflected on the question of being baptized and cleansed from original sin, but place conditions on responding to God's invitation.

2. **Ein Karem** – The visitation is where Mary, as the first evangelist, shares with Elizabeth the good news she received from the Angel. Mary is the living tabernacle. The group reflected on what occurred when these two women met and how the Holy Spirit was present in the encounter.
3. **Bethlehem** – The journey to Bethlehem was depicted as solitary. It was most likely, though, that Mary and Joseph shared the road with many others as they traveled to Bethlehem. Crowds and lines are a good thing in that we have the opportunity to meet and interact with fellow pilgrims. The retreat participants reflected on how the people sharing the road affect a journey.
4. **The Temple** – The Presentation is a multi-generational event with an infant, young parents, and aged people in attendance. While the actual time of the encounter was most likely brief, it changed the lives of each of those involved. The retreat participants reflected on when the “routine” of religion suddenly opens up new, and perhaps, unsettling realizations of God’s presence.
5. **Finding Jesus in the Temple** – In “losing” Jesus, the Holy Family apparently suffered from a breakdown in communication. Mary and Joseph each thought Jesus was with the other. The “loss” of a child, even temporarily, is very traumatic. The retreat participants reflected on what difference does it make that adolescence was part of Jesus’s human experience.
6. **Cana** – If a person is cash poor, then hospitality is the medium of exchange. Do not underestimate the power of the table. In changing the water to wine, Jesus ensures that no shame comes from a hospitality failure. Pope Pius XII stated that Mary spoke her yes to God’s plan during the wedding celebration. The retreat participants reflected on what this event teaches us about Mary’s intercession.
7. **The Cross** – Mary tried to protect Jesus as he was whipped, kicked, and driven like a beast. She could count every wound. Jesus and Mary both shared martyrdom. They hid no pain or sorrow from each other’s eyes. Saint Ambrose said “Mary did not stand beneath the cross waiting for her son to die; she stood beneath the cross waiting for God to redeem the world.” The retreat participants reflected on believing more in the power of the resurrection than the power of death.

Father Greg made many connections to a pilgrimage in the Holy Land. The references to scripture, personal experiences, and antidotes brought the journey “alive”. The retreat ended with the praying of the Rosary. Fr. Greg reminded everyone that praying the Rosary is not routine, just as breathing is not routine. It is an essential part of living each day.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU\\_Advent\\_2019\\_3.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU_Advent_2019_3.jpg))

Happy attendees. Knights (back row): Dcn Ken McNealy, Steven LeGendre, Richard Fuchs, Fr Greg Adolf, Dan Torrington, Ernie Nedder, Jim Ronstadt, Dr Don Ewing, Dr Alejandro Sanguinetti, Henry Sarnoff, David Ball, and Dame Maryann Hockstad.  
 Dames (middle row): Margaret Kordsiemon, Iris Taylor, Ann Dickson, Kathy Nedder, Cindy Nuttall, Chris Ronstadt, Carol Ewing, Pat Brucker, Jordan Taillon, Margaret McNealy, Maria Sarnoff.  
 Dames (front row): Karen McEwen, Pat Torrington, Elaine Ball, Sandy Kolasa.

**Submitted by Sir David Ball, KCHS**

Bishop Emeritus Kicanas  
 Receives Bethlehem University  
 Foundation Award

On November 14, 2019, the **Most Reverend Christophe Pierre, Papal Nuncio**, hosted the **Bethlehem University Foundation Annual Awards Reception** at the Apostolic Nunciature in Washington, DC. His Eminence Edwin Cardinal O'Brien, Grand Master of the Equestrian Order of the Holy Sepulchre of Jerusalem (EOHSJ) graced the occasion. Over 150 guests attended the event.

During the evening the Most Reverend Gerald F. Kicanas, Bishop Emeritus of Tucson, received The Archbishop Pietro Sambi "Star of Bethlehem" Award for services to the Bethlehem University Foundation (Foundation). The award, presented by Sister Irene O'Neil CSJ, Chair, Board of Directors of the Foundation and Brother Peter Bray, FSC, Vice Chancellor, Bethlehem University (BU), recognized the endowed scholarship in Bishop Kicanas' name at the Foundation which provides perpetual tuition assistance for students at BU. The Tucson Area of the Western Lieutenancy initially established the Endowed Scholarship in 2016.

In accepting the award Bishop Kicanas expressed that Palestinian students at BU are making a big impact on their society. He said, "whatever we can do to support them in developing their talents and gifts will contribute to the realization of the world of peace and justice that God intends. During my visits at BU, I found it a vibrant place, teeming with energy and hope, even in the midst of often very difficult circumstances."

His Eminence Edwin Cardinal O'Brien was invested as an Honorary Patron of the Foundation. The Foundation thanked Cardinal O'Brien and the Knights and Dames of the EOHSJ for their continuous support. The reception was an outstanding success, raising more than \$400,000 in financial support for the work of the Foundation.

The Northwestern Lieutenancy of the EOHSJ was presented "The Pio Cardinal Laghi" Founders Award for outstanding support to BU and the Foundation for years of generous support and creation of the Sir John McGuckin Mentoring and Internship Program and the new Sir John McGuckin Endowed Fund.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU\\_KicanasAward\\_2019\\_2.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU_KicanasAward_2019_2.jpg))

The honoree with Knights and Dames and guests:

(Rear) L to R , Dame Ann S. Dickson, Honorable Sir Charles Irwin, Most Rev Sir Edward J. Weisenburger, Prior of the Tucson Area, Most Rev Sir Gerald Kicanas, honoree, Dame Karen and Sir Bill McEwen, Tucson Area Co-Councillors, Sister Dame Lois Paha OP;  
(Front) Dame Ginny Clements, Dame Gracie Marum, Sister Charlotte Anne Swift OP (Executive Assistant to Bishop Kicanas for 17 years), Dame Maryann Hockstad. Photo by Bethlehem University Foundation.

**Submitted by Dame Ann Dickson, LC\*HS**

### Special Celebration of the Feast of Our Lady of the Rosary

On October 7th, the Feast of Our Lady of the Rosary, the Equestrian Order of the Holy Sepulchre of Jerusalem held a special First Monday Rosary celebration with the Knights of Columbus Council 4584 at St. Andrew's the Apostle parish in Sierra Vista, AZ. Over 100 people from the parishes of St. Andrew's and Our Lady of the Mountain attended the celebration.

Rev. Sir Robert Neske, KHS and Rev. Sir Michael Bucciarelli, KCHS, along with the Dames and Knights led the rosary, praying for peace in the Holy Land and for the intentions of the Holy Father.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU\\_Rosary\\_2019\\_1.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU_Rosary_2019_1.png))

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU\\_Rosary\\_2019\\_2.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/TU_Rosary_2019_2.png))

Present at the celebration was a Silver Rose, one of nine, making its way throughout North America to highlight the dignity of human life. The presentation of the Silver Rose will continue through New Mexico and Texas, before going to the Basilica of Our Lady of Guadalupe in Mexico.

**[Click here for more information on the Silver Rose program \(http://www.kofc.org/en/programs/life/silver-rose.html#/\)](http://www.kofc.org/en/programs/life/silver-rose.html#/)** .

Submitted by Sir Thomas McClosky, KHS

### Bishop Weisenburger to Lead Holy Land Pilgrimage

The Most Reverend Edward J Weisenburger, KC\*HS, Bishop of Tucson will lead a pilgrimage to the Holy Land October 19 – 31, 2020. Dame Sister Lois Paha, OP, DCHS, is the group coordinator. For more information, please contact Sister Lois at [lpaha@diocesetucson.org](mailto:lpaha@diocesetucson.org) (mailto:lpaha@diocesetucson.org) or call (520) 838-2545. Please join us “Walking in the Footsteps of Jesus” next October. [Click here for Save-the-Date flyer.](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Paha-Weisenburger-2020-Save-the-Date-Flyer.pdf) (<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Paha-Weisenburger-2020-Save-the-Date-Flyer.pdf>)

#### **Dame Ann Dickson, DC\*HS Chair for the Justice & Peace Committee**

**Dame Ann Dickson** was invested in the EOHSJ in 2008 and became involved in Justice and Peace soon after. She has been on Pilgrimage or Study Trips to the Holy Land 10 times since her investiture, many of those with EOHSJ Pilgrimages. She is a retired Civil Servant having worked in Maryland, D.C., Germany, Virginia, and Arizona where she then retired after 30 years of service.

Dame Ann has done graduate studies in Business Administration and Pastoral Ministry and was employed as the Director of the Rite of Christian Initiation of Adults at St. Andrew the Apostle Parish in Sierra Vista, AZ where though now “retired,” she continues to volunteer in various ministries. She would say the Holy Land is her home away from home and a “ministry” to which she is joyfully committed!

#### **Dame Victoria Ana Sanguinetti, DCHS Diocese of Tucson's Liaison for the EOHSJ Legacy Society**

**Dame Dr. Victoria Ana Sanguinetti** was invested in 2014 with her husband, Sir Dr. Alejandro Sanguinetti. Since her investiture, she has participated in the Order's project to help cover the educational expenses of seminarians in the Latin Patriarchate of the Holy Land. In 2016, she had the privilege to go on a pilgrimage to the Holy Land led by Bishop Emeritus Gerald Kicanas and received her pilgrim shell. In 2016 she was named the Diocese of Tucson's Liaison for the Order's Legacy Society.

Dame Ana recently retired from her medical career as a physician and educator at the University of Arizona. She is very active in her parish, Saints Peter and Paul, in multiple ministries – as a member of the Pastoral Council, the Finance Council, Eucharistic Minister, and Lector. She continues to enthusiastically endorse the various projects in the Holy Land sponsored by the Order.

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/weisenburger.png>)

Most Rev. Sir Edward Joseph Weisenburger, KC\*HS,  
Introduced as Prior for the Diocese of Tucson

Most Reverend Sir Weisenburger, KC\*HS, was a member of the EOHSJ for 15 years before his appointment as Bishop of the Diocese of Tucson. As Prior, he has always included in diocesan liturgies the Knights and Dames of the Tucson Area in their robes. He was previously Bishop of the Diocese of Salina, Kansas, where he was the only EOHSJ member.

Bishop Weisenburger's biodata (from the Tucson Diocese website).

Bishop Edward Weisenburger was born in Alton, Illinois on December 23, 1960, to Edward John Weisenburger and Asella (Walters) Weisenburger, the third of their four surviving children. His father was a military officer and his mother a homemaker. He grew up primarily in Lawton, Oklahoma, where he graduated from high school in 1979.

He attended Conception Seminary College in Missouri, graduating in 1983 with honors. He then attended the American College Seminary at the Catholic University of Louvain in Leuven, Belgium, earning the Pontifical S.T.B. in Theology, an M.A. in Religious Studies, and a Masters in Moral and Religious Sciences. In the spring of 1987, he returned to Oklahoma and began three years of ministry at St. Mary Church in Ponca City, Oklahoma.

Bishop Weisenburger was ordained to the priesthood on December 19, 1987. He attended the University of St. Paul in Ottawa, Canada from 1990-1992, earning the pontifical J.C.L. degree in canon law. Upon his return home he was appointed Vice chancellor and Adjutant Judicial Vicar. In addition to chancery and tribunal duties he did weekend parish and prison ministries from 1992 to 1995 and served as an on-site chaplain for rescue workers in the weeks following the April 19, 1995 bombing of the Murrah Federal Building in Oklahoma City.

In the fall of 1995 Bishop Weisenburger began 17 years of service on the Council of Priests and the College of Consulters. He also served as a member of the Seminarian Board for 15 years. In June 1996 he was appointed Vicar General of the Oklahoma Archdiocese. He was an officer with the Archdiocesan Tribunal for almost 20 years and served as Promoter of Justice for the cause of canonization of Blessed Stanley Francis Rother. In October 2009 he was appointed a Prelate of Honor to His Holiness, Pope Benedict XVI, with the title Reverend Monsignor.

He served as pastor of two parishes: Holy Trinity in Okarche, Oklahoma (1995-2002) and the Cathedral of Our Lady of Perpetual Help in Oklahoma City (2002-2012).

In February 2012, His Holiness, Pope Benedict XVI appointed Weisenburger as Bishop of Salina, Kansas. In October 2017, His Holiness, Pope Francis appointed him as Bishop of Tucson.

Bishop Weisenburger enjoys his membership in the EOHSJ and the Knights of Columbus. He is a member of the Board of Directors of Conception Seminary College and the national Catholic Rural Life organization. When time permits, he enjoys reading and occasional travel.

(Click here for a printable copy of this story.) ([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Tucson\\_Weisenburger\\_20190717.pdf](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Tucson_Weisenburger_20190717.pdf))

**Submitted by Bill & Karen McEwen**  
**Area Co-Councillors for the Diocese of Tucson**

SAN DIEGO AREA NEWS

**Area Co-Councillors for the Diocese of San Diego**  
**Dame Nancy and Sir David Schanzlin**

Email: [SD\\_Councillor@eohsjwesternusa.org](mailto:SD_Councillor@eohsjwesternusa.org) (mailto:SD\_Councillor@eohsjwesternusa.org)

2020 Mid-Year Meeting

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SD\\_2020\\_MidYear.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SD_2020_MidYear.png))

### First Monday Rosary.

Three Locations Santa Sophia, San Rafael, All Hallows. 7:00 PM  
Bring a Friend to Pray the Rosary

Nancy and I will host the 1st Monday Rosary at **All Hallows Parish in La Jolla** at 6602 La Jolla Scenic Dr, La Jolla. Following the Rosary, we will have a reception in the Fireside Room.

Sir Patrick and Dame Bonni Esquibel will be organizing the 1st Monday Rosary at **Santa Sophia Church in Spring Valley** at 9800 San Juan St, Spring Valley. This month the Rosary will be held in the Children's Chapel of the Church. A reception will follow in the Verhoeven Room in the parish hall. (Contact Information: Sir Patrick Esquibel [pesqui96@gmail.com](mailto:pesqui96@gmail.com))



Sir Thomas and Dame Margot Kyd will organize the 1st Monday Rosary at **San Rafael Parish in Rancho Bernardo** at 17252 Bernardo Center Dr. The group will meet in the Chapel. After the Rosary, there will be a reception in the Church Meeting Room . (Contact information: tkyd@catholicexchange.com 619-857-1170)

We hope that everyone in the Order will participate in our monthly 1st Monday Rosary and pray for the intercession of the Blessed Virgin Mary, Our Mother and Queen of Palestine, for the suffering Church in the Holy Land.

If you cannot attend please download **this FOHSJ Rosary Booklet** ([http://r20.rs6.net/tn.jsp?f=001pytbr-av311t-pU1FRhLYio3adZDqpjAkNPsjzbRXfLVj-LiNE8x9wbToFbypQtGM4-NTICfAyyUlleYHr-mDi4IzD5\\_yz-ptMtYhqVP3o-IKDE-BTGXZ9LngpNX4cbqj7JthRS-mAwo5\\_pyaeU4FGme4LYDG5fX5TaLmKJUb5aF0QQtRHS7uBFANIB3EWEVPIt-bE28m799vwQR1hdfp0GLUo8B31XRpm6otusk=&c=QAAZw2KPzqYStURZoEmnB96KN9Uu5fJtfzL3QBnGDNKKfKXLqAqDKQ==&ch=LrldWeUnmhmRRnaGfWeHB2ceHCx2pWlnIPsg4UC0tSZY31poQvRy7g==](http://r20.rs6.net/tn.jsp?f=001pytbr-av311t-pU1FRhLYio3adZDqpjAkNPsjzbRXfLVj-LiNE8x9wbToFbypQtGM4-NTICfAyyUlleYHr-mDi4IzD5_yz-ptMtYhqVP3o-IKDE-BTGXZ9LngpNX4cbqj7JthRS-mAwo5_pyaeU4FGme4LYDG5fX5TaLmKJUb5aF0QQtRHS7uBFANIB3EWEVPIt-bE28m799vwQR1hdfp0GLUo8B31XRpm6otusk=&c=QAAZw2KPzqYStURZoEmnB96KN9Uu5fJtfzL3QBnGDNKKfKXLqAqDKQ==&ch=LrldWeUnmhmRRnaGfWeHB2ceHCx2pWlnIPsg4UC0tSZY31poQvRy7g==)) and pray along with us.

May God Bless you!

David & Nancy Schanzlin  
Area Co-Councillors San Diego  
858-456-2247 (home)  
858-945-0081 (David's cell)  
619-203-2000 (Nancy's cell)

SAN BERNARDINO AREA NEWS

**Area Co-Councillors for the Diocese of San Bernardino**

**Dame Densy Chandra 760-455-9345**

**Sir Gregory Chandra 909-556-1180**

Email: [SB\\_Councillor@eohsjwesternusa.org](mailto:SB_Councillor@eohsjwesternusa.org) (mailto:SB\_Councillor@eohsjwesternusa.org)

[28th Anniversary for Bishop Barnes' Episcopal Ordination](#)

Today marks the 28th Anniversary for Bishop Barnes' Episcopal Ordination. He was installed as our Auxiliary Bishop to work with Bishop Straling in 1992. On March 12, 1996, he was installed as the second Bishop of our Diocese. We are grateful for all the years of leadership from Bishop Barnes! Happy Episcopal Anniversary!

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SB\\_BarnesAnniv\\_IMG\\_7905.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SB_BarnesAnniv_IMG_7905.jpg))

Dear Your Excellency Sir Gerald Most Reverend Barnes,

The San Bernardino Knights and Dames of the Holy Sepulchre of Jerusalem wish you Happy 28th Episcopal Ordination Anniversary.

We thank you for your leadership during the good and trial times. May Our Loving Triune God always bless and protect you.

Peace,

*Dame Densy R. Chandra, DGCHS*

*Sir Greg M. Chandra, KGCHS*

*San Bernardino Area Co-Councillors*

### Coadjutor Bishop Rojas Gets a Proper Diocesan Welcome

On February 24, 2,500 Catholic faithful gathered at St. Paul the Apostle Church in Chino Hills to welcome Coadjutor Bishop Alberto Rojas to the Diocese of San Bernardino.

Click here to read the full story in the Catholic Byte. (<https://www.icbyte.org/index.php/news/diocesan-news/87-featured-stories/2426-coadjutor-bishop-rojas-gets-a-proper-diocesan-welcome-at-packed-mass>)

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SBO\\_Rojas\\_Welcome\\_Mass\\_20200224.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SBO_Rojas_Welcome_Mass_20200224.jpg))

### San Bernardino Area Members Welcome Most Reverend Alberto Rojas as Coadjutor Bishop

Dear San Bernardino Knights and Dames of the Holy Sepulchre:

The Welcome Mass for our Coadjutor Bishop, the Most Reverend Alberto Rojas, brought so much joy for those who attended the solemn and joyful event. It brought together many of our members and guests to celebrate the historic day of our diocese. We filled up the four pews reserved for us and our deacon couples sat with their group along with many clergy members including bishops who among other is our Grand Prior.

We want to thank our Lieutenant, Dame Margie, and her husband Sir Tom, Sir Viktor (Chancellor), and the Co-Councillors of Los Angeles and Orange for joining us. Also, thanks to Sir Adel and Dame Doris Sayegh for bringing Arabic sweets. We are grateful for Dame Mary O'Neil who introduced us to her friend who is a Sts. Peter and Paul parishioner that took our group photos. We are still waiting for another photographer to send us some of our group photos. Last but not least, thank you to everyone who worked long hours to make the celebration successful.

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/image1a.jpeg>)

Photo credits: Zaki Mustafa

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/F5C17AD1-9F17-404E-BF64-2DB5E62E8C24.jpeg>)

(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/image1-1.jpeg>)

Since early morning many had lined up outside the church, and soon it wrapped all the way to the rear of the campus. Everyone seemed happy under the beautiful sunny skies as Father Gino greeted people waiting in line. At the end of the Mass, the hospitality committee made sure the guests would not go home hungry and the mariachi entertained us. Such a classy hospitality to end the day. You had to be there to soak in the joyful energy on the courtyard.

Welcome Mass for Bishop Rojas can be viewed by clicking [here](https://youtu.be/065i0JvyZg). (<https://youtu.be/065i0JvyZg>)

May we continue to pray for the intentions of our diocese, Bishop Barnes, Bishop Rojas, and Bishop Del Riego as a new chapter has begun. Our Lady Queen of Palestine, pray for us.

peace,

Sir Greg and Dame Densy

### San Bernardino Area Members Celebrate During the 2019 Phoenix Annual Meeting

The San Bernardino Diocese Area of the Equestrian Order of the Holy Sepulchre of Jerusalem (EOHSJ) joined in celebration with all the Western Lieutenancy during the annual meeting in Scottsdale, Arizona last Fall.

The meeting brought together the Western Lieutenancy Grand-Prior, Archbishop Jose Gomez of Los Angeles, our Bishop Gerald Barnes, Bishop Thomas Olmsted of the Diocese of Phoenix, Bishop Edward Weisenberger of the Diocese of Tucson, Auxiliary Bishop Timothy Freyer of Orange, Auxiliary Bishop John Dolan of San Diego, and Auxiliary Bishop Mark Trudeau of Los Angeles.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SBO\\_2019\\_AM.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SBO_2019_AM.png))

The Order welcomed the special guest speaker Sami El-Yousef, Chief Executive Officer of the Latin Patriarchate of Jerusalem (LPJ), who spoke of the distinctive EOHSJ projects that provide for the education of 3,000 young adults at Bethlehem University, as well as 19,000 children in primary and secondary schools.

The Annual Meeting provided another unique opportunity to meet and socialize with Bishop Barnes during his Saturday night reception. The San Bernardino area welcomed Dame Lyn Hernandez, DHS, and Sir Hiram Hernandez, KHS; Dame Jennifer Rudnicki and Sir Stephen Rudnicki, KHS; Sir Robert Herness, KHS; and Sir Tim Corcoran, KHS, who were invested during the Investiture Ceremony.

*Submitted by Dame Densy R. Chandra, DGCHS, Sir Greg M. Chandra, KGCHS, San Bernardino Area Co-Councillors*

Bishop Barnes Celebrates 44th Anniversary of Ordination

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Barnes\\_44thAnniv20191220.jpeg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Barnes_44thAnniv20191220.jpeg))

December 20, 2019 — Today, our Bishop Gerald Barnes sets a milestone of celebrating his 44th priestly Ordination Anniversary. We have been blessed to have him as our shepherd for the last 27 years. Let us congratulate him for the special occasion and may we also continue to pray for him through the intercession of our Lady Queen of Palestine.

Peace,

*Dame Densy R. Chandra, DGCHS*

*Sir Greg M. Chandra, KGCHS*

*San Bernardino Area Co-Councillors*

### San Bernardino Area Inaugural Quarterly Mass

Dear San Bernardino Knights and Dames of the Holy Sepulchre, Investees, and friends:

Our Inaugural Quarterly Mass in June went well. Thank you to all who participated, including, Father Erik Esparza, KCHS, our Seminarians and our Coordinator, Dame Anne Cipta, DCHS.

[Click here to see pictures and video of the event.](https://www.facebook.com/groups/1518214191731877/permalink/2276821805871108?sfns=mo) (<https://www.facebook.com/groups/1518214191731877/permalink/2276821805871108?sfns=mo>)

### LENTEN DAY OF RECOLLECTION - 2019

Dear San Bernardino Knights and Dames of the Holy Sepulchre:

Two weeks ago, a handful of our members attended the Lenten Day of Recollection with Bishop Rutilio. The program was scheduled to end at 1:45 PM, but didn't conclude until about 4:00 PM.

The day started with a hearty breakfast prepared by Dame Rebecca and Sir Jose. The conversations during breakfast warmed up the group. Then, we went to the Christ the Redeemer Church next door for the Sunday Mass celebrated by Bishop Rutilio, assisted by Sir Deacon Will and Deacon Jose Herrera.

Bishop Rutilio celebrated the Sunday Mass

Sir Deacon Will showed us the movie, *Under Cesar's Sword*; he brought the TV set for the viewing of the movie. Sir Deacon Will also facilitated the Q&A after lunch prepared by Dame Muriel. The depth of the sharing around the table enriched the discussion.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SB\\_DayReflect\\_-20190327.jpg](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/SB_DayReflect_-20190327.jpg))  
Lunch and discussion of the movie, *Under Cesar's Sword*

We continued the day with the Order Justice & Peace Stations of the Cross, which fit right in with the material of the day.

The day concluded with Bishop Rutilio's eye-opening sharing of his visit to Gaza a couple of years ago. He noted that "Days like this help us to appreciate more the Order of Knights and Dames of the Holy Sepulchre."

The attendees suggested that we should schedule an all day program next year.

We thank Bishop Rutilio for his guidance. Thanks to the coordinators: Loretta Herrera and Deacon Jose, who also helped with the Mass. We thank the attendees and the Orange area Co-Councillors for sharing the material with us.

This is a link to an article (<https://www.lpj.org/pizzaballa-rimini-pray-gaza-christians-who-live-there/>) from the Latin Patriarchate of Jerusalem's website that relates well with the material of our Recollection.

Wishing everyone a blessed Holy Week.

Peace,

*Dame Densy R. Chandra, DGCHS*  
*Sir Greg M. Chandra, KGCHS*  
*San Bernardino Area Co-Councillors*

San Bernardino Area 2020 First Monday Rosary and Fasting Schedule

**NOTE: IN-PERSON MEETINGS OF MEMBERS TO PRAY THE ROSARY ARE TEMPORARILY SUSPENDED**

Please continue to say the Rosary at home and send your prayer intentions to your Area Co-Councillors to be shared with all.

**West End:**

Saint Anthony Catholic Church  
2110 N. San Antonio Avenue.  
Upland, CA 91784  
Coordinator: Sir Raymond Nolte, KC\*HS (617-852-4492)

**Redlands and vicinity:**

Holy Name of Jesus Catholic Church  
115 W. Olive Ave.  
Redlands, CA 92374  
Coordinators: Sir Rich Herbst, KC\*HS (909-499-9940) and Dame Susie Herbst, DC\*HS (909-214-1132)

**Low Desert:**

Date: TBA

Where: TBA

Start at 6:00 PM with prayer intentions, rosary and then a light meal.

Please call or mail me below with guest additions, prayer intentions or changes to reflect to each host.

Shannon Smith, DHS

Email: [ssmith3211@gmail.com](mailto:ssmith3211@gmail.com) (<mailto:ssmith3211@gmail.com>)

cell: (917)597-0309

## Roméria Virgen de Zapopan – 2018

Dear San Bernardino Knights and Dames of the Holy Sepulchre:

Last month, a group of 35 Knights and Dames from the Western Lieutenancy joined the Vice Governor to Guadalajara to experience the Virgin of Zapopan Pilgrimage and also to give support to the local lieutenancy that is coming back. This pilgrimage is the second largest of its kind after the pilgrimage of Our Lady of Guadalupe.

The seven miles journey from the Guadalajara Cathedral where the Virgin of Zapopan stays most of the year to the Basilica of Zapopan took about five hours, and 32,000 native dancers accompanied her along with bishops and priests. This year, she was accompanied by 35 Knights and Dames of the Holy Sepulchre from the U.S. as well as the local members. More than 2 millions people lined up the street and 500,000 faithful attended the Mass standing outside of the Basilica. 500+ priests and not less than 300 seminarians were also in the crowd. About 200 Franciscan seminarians stay at the Basilica Seminary; it is the largest number of Franciscans in the world.

The Virgin wears new mantle and accessories specially design for her every year. The crowd pays respect to her along the journey and everyone seemed to maintain orderly conduct all along the way.

To have witnessed the crowd and seen the faces of elderly folks in the crowd engraved a life time reminder of how devotion of the Virgin, the heavenly Mother lasts a life time. There's a discussion of making this pilgrimage as an annual event. We highly recommend members to experience it, at least once. We share the Youtube documentaries below.

Short version (<https://youtu.be/QcGsrEltQI4>)

Long version (<https://youtu.be/EIj3SPLBINE>)

Peace,

Dame Densy and Sir Greg

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Zapopan\\_2018.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/Zapopan_2018.png))

## Our Lady of Monserrat

Dear San Bernardino Knights and Dames of the Holy Sepulchre:

At our recent Day of Recollection prepared well by the Kuebler and Gutierrez, we reflected and be reminded to live responsibly as Knights and a Dames of the Holy Sepulchre through the example of among other St. Ignatius of Loyola, who was also a Knight and had the privilege to make a pilgrimage to the Holy Land. Our Spiritual Director, Father Sir Stephen Porter also shared the ten virtues of living as Knights and Dames. We hope

to forward it to our members sometime in a near future.

Attending a half day of Spiritual Recollection day nourishes our longing to know Our God closer and to exercise our sanctification journey. It's hard to write and express the Spiritual fruits received at this kind of event; it must be experienced personally.

Peace,

Densy Chandra

### Our Lady of Monserrat

\*This shrine and monastery were built around an image of Our Lady that didn't want to move. Some legends claim that the statue of Our Lady of Montserrat originated in Jerusalem in the days of the early Church.\*

By Ellen Mady

April 18, 2018

A Spanish soldier in his mid-20s went to the shrine of Our Lady of Montserrat after recovering from a battle injury. He spent the entire night in prayer, then laid his sword down before the image of the Blessed Mother, donned the garb of a penitent, and set out on the rest of his journey, founding a missionary order of priests and becoming a great saint who would bequeath the Church with a rich legacy of spiritual practices, including the spiritual exercises, the daily examen, and an approach to discernment of spirits.

The soldier was St. Ignatius of Loyola, one of many saints, also including St. Aloysius Gonzaga, to visit the monastery of Our Lady of Montserrat. This pilgrim site hosts an average of more than one million annual visitors who come to pray before this image of the Blessed Virgin.

Some legends claim that the statue of Our Lady of Montserrat originated in Jerusalem in the days of the early Church, and was originally called La Jerosolimitana. The earliest known written history of the statue is an inscription preserved in the monastery and dating back to 1239. According to the inscription,

"In the year 808, under the government of the Count of Barcelona, Geoffrey le Velu, three young shepherds having one night seen a great light descend from the sky, and heard melodious music in the air, informed their relations of it. The bailiff and the Bishop of Mauresa having repaired, with all these people, to the spot which they pointed out, saw likewise the light from heaven, and after some search, they discovered the image of the Blessed Virgin, which they wanted to remove to Mauresa; but, being come to the place where the monastery now stands, they could not advance any farther. This prodigy induced the Count of Barcelona to build a convent of women there, from which he took the nuns of the royal abbey of Las Puellas of Barcelona; the first abbess of Our Lady of Montserrat was his daughter Richilda, who took possession of it about the year 895. This community of nuns subsisted till 976, when the Count of Barcelona, Borrell, with the consent of the pope, placed Benedictine monks at Montserrat." (Taken from: Life of the Blessed Virgin Mary, Abbé Orsini)

Based on this inscription, it is believed that, rather than the statue being brought to the monastery, the chapel and entire monastery housing Our Lady of Montserrat was actually built around the image. Due to the great number of visitors, and for the sake of preserving the statue, Our Lady of Montserrat is now behind glass, but one of her hands holding a sphere that represents the globe has been left exposed, for pilgrims to touch as they pass before her and beg her intercession.

Over time, the Virgin of Monserrat acquired a number of affectionate titles, including La Moreneta, a reference to the pigment of the statue, which has darkened over time, and the Rose of April, a title attributed to her in a hymn written in her honor. Her feast is celebrated annually on April 27.

The original shrine was expanded and elevated to a basilica in 1592. Pope Leo XIII presided over the coronation of the image in 1881 and named Our Lady of Montserrat patron saint of Catalonia.

**Our Lady of Montserrat, pray for us!**

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## LAS VEGAS AREA NEWS

**Area Co-Councillors for the Diocese of Las Vegas****Dame Connie and Sir Joseph Micatrotto**

Email: LV\_Councillor@eohsjwesternusa.org (mailto:LV\_Councillor@eohsjwesternusa.org)

## Hogar Nino Dios Bethlehem (Hogar) – Special Video

Sir Joe and Dame Connie Micatrotto, Area Co-Councillors for the Diocese of Las Vegas Area, just received a nice video from Hogar that tugs the heart. They would like to share it with the membership. The video highlights the love, care, healing and education being provided by the Sisters of the Incarnate Word and volunteers to poor, orphaned or abandoned children with serious mental and physical handicap. The children's visit at Bethlehem's Church of the Nativity is particularly very touching.

Joe and Connie have a fabulous relationship with Hogar and its staff and volunteers especially Mother Roncesvalles, Fr. Carlos, and Fr. Marcelo.

**Please click here to view the video.** (<https://www.dropbox.com/s/zwk4wgqac0ql99n/BETHLEHEM%20VIDEO.mp4?dl=0>)

Faith in Action Today (FIAT)  
Second Development Trip

In January/February, 2020 we made a second FIAT development trip to Jerusalem and Bethlehem. The visit reaffirmed our commitment to the Order's ministries in the Holy Land. We visited Hogar Ninos Dios and Notre Dame Des Douleurs in Jerusalem and Antonian Charitable Society in Bethlehem. The experience was exciting, rewarding and spiritually uplifting.

Hogar Ninos Dios – Bethlehem

Hogar Ninos Dios is not just a building but a way of showing God's home on earth to children with no homes and in many ways have "no life". The nuns, priests and volunteers lovingly and unselfishly provide the severely mentally and physically impaired children of God with more than sustenance. They also provide reasons for the children to open their eyes each day to a life of care and love.

The 38 children are all readied for breakfast around 8:00 AM and brought into the large room where "wake up" is official with the morning clap-clap song. No alarm clock needed. Many of the showered children are ready and eager for breakfast, with eyes glowing with excitement and gratefulness that reflect the love of our Lord. After breakfast, the children are taken to a big backyard for time on the swings and where possible, even soccer. Understandably, however, those needing 100% constant care may not want or are unwilling to join. Always having a full day are Mother Superior Roncesvalles, Fr. Marcelo, and Fr. Carlos. All the religious belong to the Incarnate Order.

Joe and Connie Micatrotto joyfully joined in some of the activities. These photos capture in part the children's typical day

Ready for breakfast

On the way to the playground

Group photo before lunch

Swing time

Notre Dame Des Douleurs – Jerusalem

This is a retirement home founded in 1957 by the French congregation of the Daughters of Our Lady of Sorrows. It welcomes and cares for Palestinian seniors in East Jerusalem. It celebrated its 62nd anniversary in 2019. Since its founding, poor and isolated people have been welcomed to be treated and accompanied on the human and spiritual levels and respect of their beliefs. Father Jean-Francois Claus, director of the home, said: "Our mission is to welcome all elderly persons, even if they are destitute. Our aim is to take care of them."



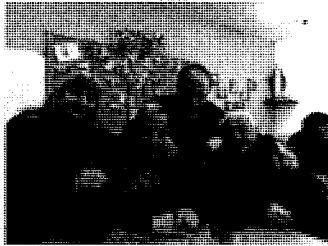
Joe and Connie Micatrotto interacting with Notre Dame residents



Connie Micatrotto saying hello to the elderly residents

Antonion Charitable Society (ACS)

Bethlehem ACS is a fabulous group of men and women under the guidance of the Franciscan Holy Land community. It provides a welcoming home as well as a social center for residents of Bethlehem and the surrounding areas. The home is operated by full time staff and volunteers, who lovingly care for, feed and interact with elderly men and women who often have no other place to turn to for assistance. During our visit, we witnessed the outpouring of love and compassion everywhere. Nuns cook, clean and generally oversee the full time residents as well as local visitors who socially interact with residents during daytime activities. We assisted in social games and helped the more disabled with companionship and aid in feeding and exercise.

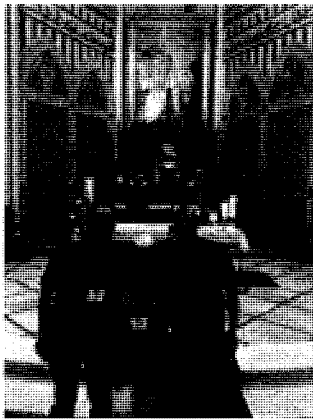


Joe Micatrotto with two elder residents



Connie Micatrotto feeding one of the residents

*Submitted by Dame Connie and Sir Joseph Micatrotto, Area Co-Councillors for the Diocese of Las Vegas*



### Introducing Louis Salman, Beneficiary of our Adopt-A-Seminarian Program

We have been blessed beyond measure with Louis Salman, whom we personally sponsored under our Adopt-A-Seminarian Program. We are honored to support him during his years at the Beit Jala seminary.

Louis hails from Amman, Jordan. He received his BS in Computer Graphics/Animation from the University of Princess Sumaya in Amman. After working in the graphics/animation industry for three years, he answered God's call and entered the Seminary. He is now in his Pastoral Year and within 18 months of ordination to the priesthood.

For over three years Louis has shared with his adoptive American family his birth family in Amman. His mom is a homemaker. His dad is a professional Human Skills trainer in both English and Arabic. Louis has two brothers and a sister who just graduated from the University of Madaba in Jordan.

Louis is a joy in our lives and we are praying to be at his ordination in about two years. Our dream is to have him visit us and the Las Vegas Council of the EOHSJ in the near future.

Blessings in abundance,

Submitted by Dame Connie and Sir Joseph Micatrotto, Area Co-Councillors for the Diocese of Las Vegas

### 2019 Annual Retreat on the Feast of the Exaltation of the Cross

Greetings! We had a very successful second annual retreat on September 14th, the Feast of the Exaltation of the Cross, at the Guardian Angel Cathedral in Las Vegas. Total attendance of 55 members and 21 investees and guests, was 33% higher than last year.

Monsignor Greg Gordon, KHS, our Knight Chaplain, led the retreat. He is also our spiritual director for the next Las Vegas pilgrimage to the Holy Land in October 2020.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV\\_Retreat\\_2019\\_1.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV_Retreat_2019_1.png)) Msgr. Greg Gordon leading the retreat

We started at 9:30 AM and ended with a Vigil Mass at 2:30 PM. A plenary indulgence was available to those who received the Sacrament of Reconciliation, received Holy Communion, and prayed for the intentions of the Holy Father.

Tim Glemkowsk, our special Guest Speaker from Denver, Colorado, is a phenomenal Catholic international lay teacher and founder of L'Alto Catholic Institute. He focused on family and our vision of the Order. He strongly suggested that we consider him as our annual meeting speaker.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV\\_Retreat\\_2019\\_2.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV_Retreat_2019_2.png)) Tim Glemkowsk, Guest Speaker

We also had our own Fr. Roy Kurian, a Trinitarian priest from India and Associate at St. Joseph, Husband of Mary Church in Las Vegas. He and Msgr. Gordon made themselves available to administer the Sacrament of Reconciliation.

Blessings in abundance,

Joe Micatrotto KCHS and Connie Micatrotto DCHS

### Faith in Action Today (FIAT)

Blessings to all. When we hear the word FIAT, some immediately think of our Blessed Mother Mary's complete surrender to the Divine Plan. Others may be car fanatics and think about the old Fiat 126 Spyder (we owned one in 1976). But, it is our prayer that in the near future, EOHSJ members in the Western Lieutenancy and hopefully the entire Order – worldwide – will consider and take into heart FIAT.

FIAT is Pilgrimage 2.0, an exciting new formatted pilgrimage to the Holy Land. It allows members to venture into depths of care, concern, and assistance. Unlike anything offered in the past, it underscores what is attributed to St. Francis of Assisi: *"Preach the Gospel at ALL times and when necessary use words."*, or in the great words of St James (2:17): *Faith of itself, if it does not have works, is dead."*

So, what is it and when can we go? As envisioned, it's a major project under the Holy Land initiative headed by three members: Dame Denise Scalzo, Dame Connie Micatrotto and Sir Joe Micatrotto. This idea germinated in our minds after a number of personal pilgrimages to the Holy Land that left us wondering: as Knights and Dames what **more** could we do with our own gifts and talents for our brothers and sisters in the Holy Land?

All who traveled on a pilgrimage had that feeling of both joy and a bit of emptiness. We believe there could be more – much more – than showing up on these superb spiritual events. Thus, we conceived the idea of FIAT to create a comprehensive personal and physical interactive vehicle that will bring together common interests, concerns and dedicated actions.

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV\\_FIAT\\_Joe\\_20190910.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV_FIAT_Joe_20190910.png))

*Notre Dame des Douleurs (Jerusalem)*

*Joe Micatrotto with the young residents*

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV\\_FIAT\\_Connie\\_20190910.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV_FIAT_Connie_20190910.png))

*Notre Dame des Douleurs (Jerusalem)*

*Connie Micatrotto with the elderly residents*

In March 2019 we made the first development and planning trip specifically for this project. We visited various EOHSJ-sponsored assistance projects we could use as the genesis for FIAT. Many names are familiar, such as Hogar Ninos Dios, St Yves center, Beit Jala Seminary, while others may be newer to the fold. The response and excitement is strong. During our visit with Apostolic Administrator, Pierbattista Pizzaballa, one of the priests who attended the meeting stated "*FIAT, as a project and cause, is spiritual dynamite!*":

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV\\_FIAT\\_Hogar\\_20190910.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV_FIAT_Hogar_20190910.png))Hogar

*Nino Dios (Bethlehem)*

*Connie and Joe Micatrotto with sister Pia*

([https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV\\_FIAT\\_Hogar\\_Joe\\_20190910.png](https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/LV_FIAT_Hogar_Joe_20190910.png))Hogar

*Nino Dios(Bethlehem)*

*Joe Micatrotto with Fr. Marcelo*

The areas of concentration can grow but at this point we have five major points:

- 1) Economic opportunities in business and industry
- 2) Educational pursuits at all levels.
- 3) Health and safety issues/concerns
- 4) Social justice and legal matters
- 5) Spiritual solidarity and nourishment

When does it begin? We are at the Genesis and the book of Revelation seems distant. But, with your prayers and support and If God wills it we hope to commence in late 2020. Early next year we will make another fact finding and binding trip. Our Lieutenant has given us the direction to move in a fashion that emphasizes team work and dedication of purpose. Through emails, publications, and meetings your Area Councillors will keep the membership informed and updated. We STRONGLY encourage members to make their respective pilgrimage to the Holy Land and receive the Pilgrim Shell, as it is a must for making a FIAT.

Finally, our Lord made it very clear why He came to live among us – to teach us how to live together and love God and our Neighbors. This project puts us next to the Lord as role models following Jesus, our savior and ultimate role model.

We have no delusions. This is not a magic wand or the only answer to retaining and increasing the Christian presence in the Holy Land. But, we do believe that if we can provide the "few pieces of bread and fish", our Lord will multiply these efforts beyond anything we could envision.

Blessings in God's abundance

Joe Micatrotto KCHS

Connie Micatrotto DCHS

Click here (<https://www.eohsjwesternusa.org/pilgrimage/#Micatrotto-pilgrimage>) to read the 2018 pilgrimage diary of Sir Joe and Dame Connie Micatrotto:

"44 Steppers Plus One... Holy Land pilgrimage in April 2018"  
(<https://www.eohsjwesternusa.org/pilgrimage/#Micatrotto-pilgrimage>).

## APOSTOLIC NUNCIO INSTALLS BISHOP GEORGE LEO THOMAS KC\*HS AS BISHOP OF LAS VEGAS

May 15, 2018

A magnificent blessing for all, especially for the 40+ members of the EOHSJ Las Vegas (LV) Council who attended this historic and SRO event held on May 15th at the Shrine of the Most Holy Redeemer in LV. Thirty two bishops, two cardinals, and Pope Francis's representative, His Excellency Most Reverend Christophe Pierre, Apostolic Nuncio to the US, oversaw the installation of Bishop George Leo Thomas as the third bishop of the LV Diocese. Bishop Thomas, a member of the EOHSJ since 1994, was formerly the bishop of Helena, Montana. Sir Michael Feeley and Dame Margie Romano also attend the two-hour ceremony.

Our own Father Robert Stoeckig said in his opening of the event that "this is what we call a FULL HOUSE in our Las Vegas Shrine." From that moment on, the tone of celebration and spiritual joy was set. All felt the exuberance and love from our new bishop. In his fabulous homily, he shared his vision for our diocese. His powerful reflection on Pope John XXIII's thoughts on the Second Vatican Council provided a guiding light for all.

We are blessed in LV, with a huge Roman Catholic population of over 800,000, to have all three of our bishops (including Bishop Walsh and Bishop Pepe), still with us. The LV Council is fortunate to have two bishops in our fold!

During the ceremony, we were presented to His Excellency as Area Councillors of the EOHSJ. He remarked that he is looking forward to becoming a part of our LV Council.

We had a marvelous reception across the street at the Luxor hotel with a Western-Mexican menu on the buffet circuit.

Thank you and God bless,

Joe/Connie Micatrotto KCHS/DCHS

### Biography of Bishop Thomas

Bishop Thomas was born in 1950 in Anaconda, Montana. In 1972 he entered St. Thomas Seminary, in Bothell, Washington and was ordained to the priesthood in 1976.

He held various assignments in the Archdiocese of Seattle including chancellor and vicar general for 17 years. Following the death of Archbishop Murphy in 1997, he was elected administrator for the Archdiocese of Seattle until the appointment of Archbishop Alexander Brunett, who re-appointed Father Thomas as vicar general.

In November 1999, Pope John Paul II appointed him as Auxiliary Bishop of Seattle. In March 2004, he was named Bishop of the Diocese of Helena, Montana.

Bishop Thomas holds a Master's Degree in Divinity, Master's Degree in counseling and community mental health, and Doctor of Philosophy degree with an area of specialty in Pacific Northwest mission history.

Bishop Joseph Pepe of Las Vegas Retires (<http://www.usccb.org/news/2018/18-044.cfm>).

February 28, 2018

WASHINGTON—Pope Francis has accepted the resignation of Bishop Joseph A. Pepe, 75, from the pastoral governance of the Diocese of Las Vegas, Nevada, and has named Bishop George L. Thomas as his successor, up until now the Bishop of Helena, Montana. Bishop Thomas, KC\*HS, has been a member of the Equestrian Order since 1994.

Click here for the full story from the USCCB. (<http://www.usccb.org/news/2018/18-044.cfm>)

## SALT LAKE CITY AREA NEWS

### **Area Co-Councillors for the Diocese of Salt Lake City**

**Sir Fredrick L. and Dame Pamela C. Strasser**

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## HONOLULU AREA NEWS

### **Area Co-Councillors for the Diocese of Honolulu**

**Dame Ann and Sir Thomas Brehm**

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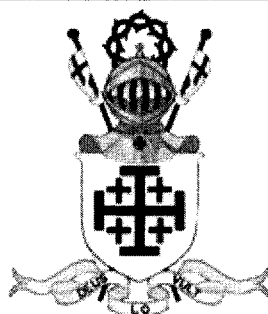
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EXHIBIT 32



H.E. DAME MARGARET ROMANO, DGCHS  
LIEUTENANT  
LHSROMANO@GMAIL.COM



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WESTERN USA LIEUTENANCY  
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(213) 626-0776

Dear Fellow Knights and Dames,

Over the past few weeks we've been asked if there's going to be an Annual Meeting.

After watching quarantine orders change from day to day, not knowing if our churches will be open, and if they were, what would be the requirements, we made the decision to cancel the annual meeting for this year. It was a difficult decision, but your well being is primary. Each year, the goal of the Annual Meeting Committee is to present a quality weekend of spirituality and community.

I thank Sir Dennis & Dame Susan De Pietro and all those who've given freely of their time in preparing for the meeting. I ask that you keep our 70 nominees and 50 promotees in your prayers.

Please mark your calendars for 2021. We'll be at the Red Rock Hotel in Las Vegas from September 30-October 4, 2021. We will return to Los Angeles at the Langham Hotel in Pasadena in 2022 from September 21-26, 2022. Many thanks go to Marcy Hilecher of Conference Direct in renegotiating our contract to reflect these changes.

As you know, the virus has taken a terrible economic toll on our fellow Christians in the Holy Land. You'll be hearing more of a special Humanitarian fund that has been set up by our Grand Magisterium. I would ask that you consider a contribution to that fund. Many are sending the money earmarked for the annual meeting to that fund. If able, please consider sending a check to our office at the address above, with the notation "Humanitarian Fund". If you would like to contribute by credit card, contact Sarah Knob at [eohsjwesternusa.org](mailto:eohsjwesternusa.org).

Until we meet again, May Our Lady Queen of Palestine Bless you,  
Margie

H.E. Margaret Romano, DGCHS  
Lieutenant  
EOHSJ Western USA Lieutenancy

## EXHIBIT 33

# **Equestrian Order of the Holy Sepulchre of Jerusalem Western Lieutenancy**

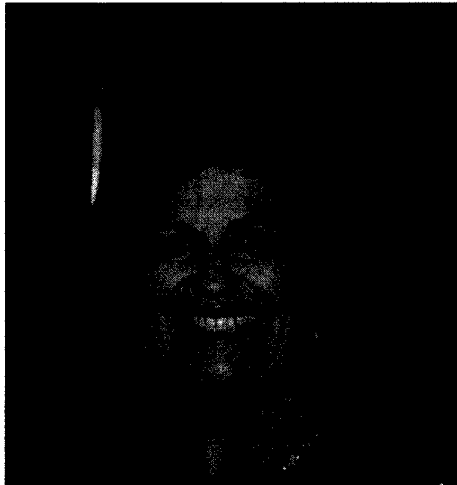
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## GOVERNANCE

### LIEUTENANT

H.E. Dame Margaret Romano, DGCHS  
Lieutenant, Western USA Lieutenancy



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romano.jpg)

### GRAND PRIOR

H.E. Most Rev. José Gomez, KC\*HS  
Archbishop of Los Angeles

## Grand Prior of the Western USA Lieutenancy

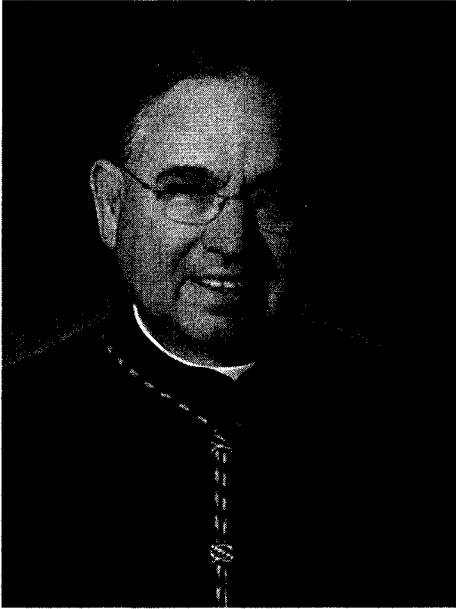


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(<https://www.eohsjwesternusa.org/wp-content/uploads/2016/02/ABGomez->

CHANCELLOR

Sir Viktor Rzeteljski, KCHS  
Chancellor, Western USA Lieutenancy

## THE COUNCIL

The Lieutenant is assisted by a council, as approved by the Grand Prior of the Lieutenancy, selecting its members from among the Knights and Dames of the Order.

## EXECUTIVE COMMITTEE

H.E. Dame Margaret Romano, DGCHS

*Lieutenant*

Sir Viktor Rzeteljski, KCHS

*Chancellor*

Rev. Msgr. Sir Dennis Mikulanis, KCHS

*Ecclesiastical Master of Ceremonies*

Sir Richard Herbst, KGCHS

*Lay Master of Ceremonies*

His Excellency Most Rev. Sir José Gomez, KC\*HS

*Grand Prior*

Sir Brad Sharp, KGCHS

*Treasurer*

Dame Emma Stewart, DGCHS

*Secretary*

AREA COUNCILLORS

Rev. Sir Lane Akiona, KCHS

*Honolulu*

Dame Connie Micatrotto, DCHS

Sir Joseph Micatrotto, KCHS

*Las Vegas*

Dame Susan De Pietro, DGCHS

Sir Dennis De Pietro, KGCHS

*Los Angeles*

Dame Kristin Luchetta, DGCHS

Sir Stephen Luchetta, KGCHS

*Orange*

Sir Fredrick L. Strasser, KGCHS

Dame Pamela C. Strasser, DGCHS

*Salt Lake City*

Dame Densy Chandra, DGCHS

Sir Gregory Chandra, KGCHS

*San Bernardino*

Dame Nancy Schanzlin, DC\*HS

Sir David Schanzlin, KC\*HS

*San Diego*

Dame Gloria Santos, DC\*HS

Sir Thomas Castellanos, KHS

*Phoenix*

Sir William McEwen, KGCHS

Dame Karen McEwen, DGCHS

*Tucson*

Sarah Knob

*EOHSJ Executive Director*

## SPECIAL FUNCTION COUNCILLORS

Sir Charles B. Radloff, KGCHS

*Holy Land Councillor*

Dame Sophia Rose Dodd, DC\*HS

*Justice and Peace Councillor*

Sir Pieter Scholte, KGCHS

*Justice and Peace Councillor*

Sir Michael Joseph, KGCHS

*Development Councillor*

Dame Denise Marie Scalzo, DGCHS

*Holy Land Councillor*

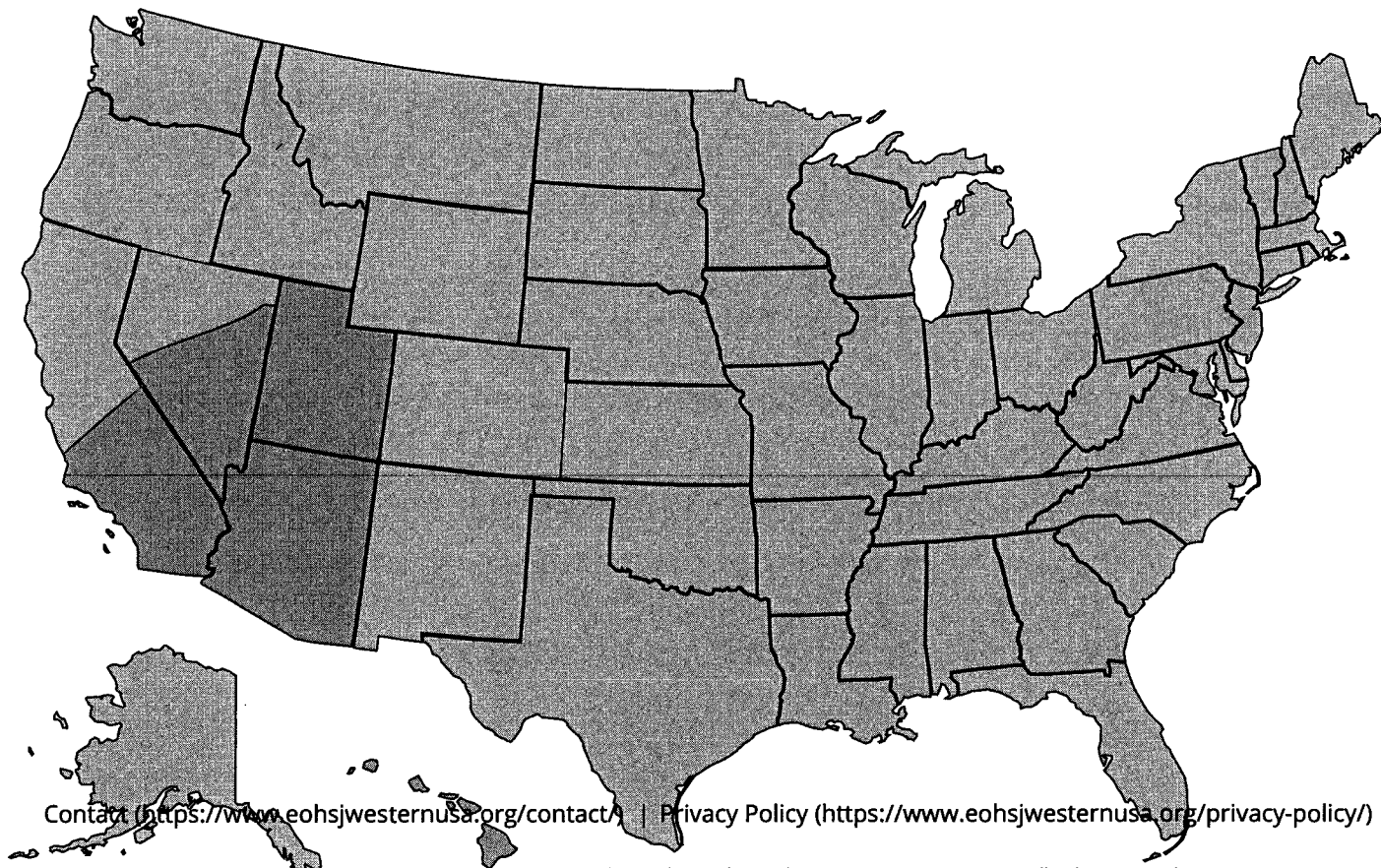
Sir Laurin Dodd, KC\*HS

*Justice and Peace Councillor*

Dame Teena Scholte, DGCHS

*Justice and Peace Councillor*

## MAP OF LIEUTENANCIES OF THE UNITED STATES



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## EXHIBIT 34

# **Equestrian Order of the Holy Sepulchre of Jerusalem**

## **Western Lieutenancy**

(<https://www.eohsjwesternusa.org>)



### SPECIAL PROJECTS

The Lieutenancy supports a number of special projects in the Holy Land. Some projects are championed by members of various Areas (Dioceses) within the Lieutenancy. Others are selected by the Lieutenancy because of their special nature. And many individual members or small groups adopt a particular project as their own personal work of charity.

**[Click here to see the list of approved projects.](https://www.eohsjwesternusa.org/ministries/)**

**(<https://www.eohsjwesternusa.org/ministries/>)**

#### **About Special Projects gifts:**

- The Member chooses from a list of approved projects;
- And then makes a gift over and above the annual contribution.

#### **Funding of a Special Gift may be made by:**

- Credit Card through the Lieutenancy website (below);
- Cash (by check mailed to the Lieutenancy Office);
- Stock (which can have a positive tax impact);
- IRA – new rules allow direct donation without negative tax impact.

Click here to Securely Donate to one of the Lieutenancy's Special Projects  
(<https://www.eohsjwesternusa.org/giving-special-projects/>)

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**EXHIBIT 35**


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## Order of the Holy Sepulchre of Jerusalem

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### Le Luogotenenze nel Mondo Luogotenenti e Gran Priori

The Lieutenancies of the World  
Lieutenants and Grand Priors

#### GRADI CAVALLERESCHI RANKS OF KNIGHTHOOD

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LUOGOTENENTE: 1-1-2018

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LUGARTENIENTE: 11-09-2016  
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#### **USA SOUTHWESTERN**

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#### **USA WESTERN**

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EXHIBIT 36

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

BENJAMIN SERYANI A/K/A	)	
BENJAMIN SEMAAN SIRYANI an	)	
Individual, and SYNERGY	)	
SELECT ONE, LLC, an Indiana	)	
Limited Liability	)	
Corporation doing business	)	Case No. CIVDS1925212
in California,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
The Holy See A/K/A Vatican	)	
City State (HS/VCS) A/K/A	)	
Vatican Nation, et al.,	)	
	)	
Defendants.	)	
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REMOTE PROCEEDING

DEPOSITION OF :	ANTON ASFAR - VOLUME I	
TAKEN BY :	ROBERT J. SPITZ, ESQUIRE	
Commencing :	7:09 A.M.	
Location :	Jerusalem, Israel 9114101	
Day, Date :	Thursday, May 6, 2021	
Reported by :	JOLYNE K. ROBERTS, CSR NO. 10823	
Pursuant to :	Notice	
Original to :	CODE	

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

BENJAMIN SERYANI A/K/A  
BENJAMIN SEMAAN SIRYANI an  
Individual, and SYNERGY  
SELECT ONE, LLC, an Indiana  
Limited Liability  
Corporation doing business  
in California,

Plaintiffs,

vs.

The Holy See A/K/A Vatican  
City State (HS/VCS) A/K/A  
Vatican Nation, American  
University of Madaba Inc.;  
American University of  
Madaba Company; American  
University of Madaba  
Campus, Board of Trustees;  
Latin Patriarchate of  
Jerusalem; Latin  
Patriarchal Vicariate  
Ecclesiastical Court;  
Vatican Foundation St. John  
the Baptist; Mukawer Castle  
For Education Company;  
Honorable Judge Fr. Dr.  
Majdi Siryani, a California  
resident; His Beatitude  
Fouad Al-Twal; His  
Excellency Archbishop  
Pierbattista Pizzaballa;  
His Excellency Archbishop  
Bishara Maroun Lahham; His  
Excellency Archbishop  
William Shomali; His  
Excellency Archbishop  
Antonio Franco; Cardinal  
Secretary of State His  
Eminence Pietro Parolin;  
and DOES 1 through 200,  
inclusive,

Defendants.

APPEARANCES OF COUNSEL:

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DEPOSITION OF: ANTON ASFAR

I-N-D-E-X

WITNESS:

PAGE

ANTON ASFAR

EXAMINATION BY MR. SPITZ

5

EXHIBITS

PLAINTIFFS'  
EXHIBIT NO.

DESCRIPTION

MARKED FOR  
IDENTIFICATION

7	CRUX Article Bates-Stamped 87-95	66
9	Latin Patriarchate of Jerusalem, Bates-Stamped 103-138	66
10	Correspondence Bates-Stamped 139-142	66
11	Various Checks and Correspondence Bates-Stamped 143-177	70
15	AUM Financial Statements Bates-Stamped 263-280	75

QUESTIONS NOT ANSWERED

18	20
61	2
63	9
80	8
83	24

DEPOSITION OF: ANTON ASFAR

JERUSALEM, ISRAEL, THURSDAY, MAY 6, 2021

7:09 A.M.

-000-

ANTON ASFAR,

the witness herein, after having been first duly  
sworn/affirmed, was deposed and testified as follows:

EXAMINATION

BY MR. SPITZ:

Q Would you please state and spell your name for  
us?

A Anton Asfar, A-n-t-o-n, A-s-f-a-r. Surname is  
Asfar.

Q Thank you very much, Mr. Asfar.

Have you ever had a deposition taken before?

A Never.

Q Never. Okay. All right.

You may have had something about this explained  
to you by your counsel. I'm going to be asking some  
questions; the court reporter, Ms. Roberts, will be  
writing down all the answers to those questions that you  
give.

You need to just wait until I finish my question  
and then begin your answer. And I'll do the same; I will

DEPOSITION OF: ANTON ASFAR

1     begin --

2             THE REPORTER:  You're frozen, Mr. Spitz.

3             (A discussion was held off the record.)

4             (The record was read by the reporter  
5             as follows:

6             "Q         You need to just wait until I  
7             finish my question and then begin your  
8             answer.  And I'll do the same; I will  
9             begin --")

10            Q     BY MR. SPITZ:  I will begin -- so I will -- if I  
11     interrupt your answer in any way, just let me know  
12     because that's not my intention.  But you might pause,  
13     and I might think you completed your answer.  And if you  
14     have something more to say, just let me know.  And we  
15     don't want to cut you off.  So just let me know if I  
16     interrupt when you're in the middle of your answer.

17            Okay, Mr. Asfar?

18            A     Okay.

19            Q     As you may know, the court reporter is taking  
20     down everything that I say and everything you say, and a  
21     transcript will be prepared at the end of this  
22     deposition.  You'll have an opportunity to make any  
23     corrections or changes to your deposition at a later  
24     point in time.  And -- but if you make substantial  
25     changes, I'll have the opportunity to comment on those

DEPOSITION OF: ANTON ASFAR

1 changes when this deposition is used for any purpose.

2 I might ask you questions about amounts of money  
3 or time when things happened. You may not know the exact  
4 amount of money; you may not know the exact date when  
5 something occurred. But we're entitled to your best  
6 estimate. We don't want you to guess at anything. If  
7 you don't know, a perfectly fine answer is, I don't know.

8 But when it comes to some of the questions,  
9 approximations, based upon your knowledge and what you  
10 have seen, is appropriate. And so we would ask that you  
11 do that in those instances.

12 Is there any reason why you would not be able to  
13 give your best testimony today? Are you under any  
14 medication? Do you have any illness or something that  
15 might affect your ability to testify?

16 A I'm fine.

17 Q Very good. Then if there's no issues, then I'd  
18 like to begin. --

19 A Just -- I will take a couple of breaks for using  
20 the toilet. That's it.

21 Q Oh, of course.

22 A That's it.

23 Q Yeah, no problem. At any time you feel the need  
24 to take a break, you may do so. But if a question is --  
25 if I've asked a question already, I would appreciate if

DEPOSITION OF: ANTON ASFAR

1 you would answer the question before you do so.

2 MR. COLELLA: This is David. Just as a matter  
3 of protocol, this is not a videotaped deposition. It's  
4 going to be reduced to a transcript. I cannot see  
5 Mr. Seryani; his camera is not on. So I'm not sure if  
6 he's doing any sort of duplication or recording of this  
7 deposition. But I want to make sure that that is not  
8 occurring.

9 MR. SPITZ: I have no knowledge of him doing  
10 that, Mr. Colella.

11 MR. COLELLA: Since he's identified that it is  
12 him, if he would just attest that he's not recording  
13 verbally or in the chat function, I'd like that response.

14 MR. SPITZ: Okay.

15 MR. COLELLA: I can see that he's not using his  
16 camera, but that doesn't mean that he can't be recording  
17 on his camera or some other means.

18 MR. SPITZ: I think he just gave a chat that  
19 he's not recording.

20 MR. COLELLA: He said that he didn't connect his  
21 camera, but that doesn't mean that he's not recording on  
22 his phone or some other means.

23 MR. SPITZ: I think he just sent a chat that  
24 he's not recording.

25 MR. COLELLA: He said, I didn't connect my

DEPOSITION OF: ANTON ASFAR

1 camera.

2 That's not, I'm not recording this.

3 MR. SPITZ: Right. And he also sent a chat that  
4 says he's not recording.

5 MR. COLELLA: Maybe I missed that chat.

6 MS. FRIEND: I don't see that, either.

7 MR. SPITZ: It says, No, I'm not.

8 It says, No, I'm not. I didn't connect my  
9 camera.

10 So first he says, No, I'm not, meaning I'm not  
11 recording.

12 MR. COLELLA: Okay. If that's our collective  
13 understanding, I'm fine with moving forward. Thank you.

14 (Mr. Seryani left the proceedings.)

15 THE REPORTER: And now we've lost him. Do we  
16 need to wait?

17 MR. SPITZ: No. We don't need to wait. We'll  
18 have the transcript for what he missed.

19 MR. COLELLA: Very good. Thank you.

20 Q BY MR. SPITZ: Mr. Asfar, would you state your  
21 current position with LPJ?

22 A Current position is director of finance.

23 Q Okay. And I'm sorry, when I use the term LPJ,  
24 we'll both understand that I'm referring to Latin  
25 Patriarchate of Jerusalem?

DEPOSITION OF: ANTON ASFAR

1 A Yes.

2 Q And you're the director of finance. How long  
3 have you held that position?

4 A It's 3 years.

5 Q And did you hold any position with LPJ prior to  
6 becoming the director of finance?

7 A Yes.

8 Q What was that?

9 A Financial controller; financial assistant; head  
10 accountant.

11 Q All right. And what's the difference between  
12 the director of finance and the financial controller?

13 A Actually, the director of finance, it was -- we  
14 went through a restructuring in the last few years, and  
15 the director of finance is the person who was responsible  
16 for all the segments of the Patriarchate and which has  
17 full control.

18 Q And what are the responsibilities of the  
19 financial controller?

20 A It was less because it was like a different,  
21 like, system. Every region works on almost its own with  
22 budgets on its own. So it was a different system, and I  
23 was responsible only for Jerusalem, West Bank, and  
24 Israel, not including Jordan.

25 Q And my understanding is that the American

DEPOSITION OF: ANTON ASFAR

1 University of Madaba is in Jordan. Did you have any  
2 knowledge about the finances of American University of  
3 Madaba while you were the financial controller?

4 A No, I was detached from that project at all. I  
5 didn't have any access to the financial information of  
6 that project at all at that time.

7 Q Okay. So you became the director of finance in  
8 2018; is that correct?

9 A September 2018.

10 Q And when did you become the financial controller  
11 of LPJ?

12 A July 2005.

13 Q Okay. During the time that you were financial  
14 controller of LPJ, did you ever meet Benjamin Seryani?

15 A In person, no, not that I recall.

16 Q All right. Did you know about him while you  
17 were the financial controller?

18 A Through my knowledge and work, I -- I know him  
19 by name.

20 Q Okay. And what did you know about his position  
21 or his -- what he was doing with regard to LPJ while you  
22 were the financial controller?

23 A I didn't have any -- I don't know. I didn't  
24 have any exact access to the contracts between -- I don't  
25 know if it was LPJ at that time or anything else or



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1 Benjamin Seryani. So for me it wasn't -- I didn't -- I  
2 didn't know about a lot.

3 Q Okay. Did you receive a document that relates  
4 to this deposition today, a document requesting a person  
5 most knowledgeable from the Latin Patriarchate to appear  
6 today? Did you receive that notice?

7 A Yes, I received it yesterday early morning  
8 around 8:00 Jerusalem time. Wednesday Jerusalem time  
9 around 8:00.

10 Q Did you happen to see on that notice that there  
11 were some documents that were being mentioned or  
12 requested to be produced today? Did you see that?

13 A Actually, I have a busy schedule. I just  
14 skimmed through it. I didn't have enough time to go or  
15 even check the documents. So many pages. Around  
16 18 pages. And I was even not in my office yesterday. I  
17 was in Ramallah, north of Jerusalem.

18 Q Very well. We may need to have you back again  
19 if we're not able to get those documents today. I  
20 understand that there are -- you produced no documents in  
21 response to that; is that correct?

22 A That's correct.

23 Q And that's primarily because you only saw the  
24 notice yesterday?

25 A Yes, indeed.

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1 MR. COLELLA: And just to clarify, the documents  
2 requested largely mirror those requested previously which  
3 the LPJ has responded to and objected to a substantial  
4 number of those. So many of those requests will not be  
5 produced anyway based upon those previous objections.

6 MR. SPITZ: Well, I guess we'll have to present  
7 that to the judge at some point if we're not able to get  
8 Mr. Asfar's testimony about what would be contained in  
9 those documents.

10 But let's do the best we can today and hopefully  
11 be able to find out the information that we need to know.

12 Q BY MR. SPITZ: So Mr. Asfar, in your position as  
13 the director of finance, are you -- do you receive and do  
14 you have the ability to review documentation with regard  
15 to the funding of LPJ?

16 A Yes.

17 Q And what types of financial reports do you see  
18 in your position as director of finance for LPJ?

19 A Can you please explain the question? What do  
20 you mean types of financial reports?

21 Q Thank you. And if at any time my question is  
22 not clear, you're welcome to ask me to clarify. I don't  
23 want to be ambiguous or vague; I want to make sure you  
24 understand the question before you answer.

25 So I guess most importantly what we're looking

DEPOSITION OF: ANTON ASFAR

1 to understand would be sources of financing for LPJ. Do  
2 you receive any reports that provide you information  
3 about the source of income to LPJ?

4 A Yes, we have financial reports, and we are the  
5 ones who produces financial reports for LPJ, which is  
6 later on audited.

7 Q And you -- in those reports it will tell you the  
8 source of funding and the amounts of money received from  
9 each of those sources; is that correct?

10 A Yes, correct.

11 Q Do you also review the actual bank statements of  
12 LPJ as well?

13 A The statements that we are responsible for.

14 Q Well, as director of finance, aren't you  
15 responsible for all of the bank records of LPJ?

16 A There is other segments that they have  
17 independence, and they have their own board of directors  
18 and management. So we don't interfere with that.

19 Q Is the American University of Madaba one of the  
20 segments that you do have review over?

21 A No.

22 Q And who has the review of the finances of the  
23 American University of Madaba?

24 A Board of trustees, board of directors. Board of  
25 trustees of the university.

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1 MR. COLELLA: And just to clarify, American  
2 University of Madaba is distinct from the entities  
3 American University of Madaba Company and distinct from  
4 American University of Madaba, Inc., correct, Mr. Spitz?

5 MR. SPITZ: Well, I guess we need to ask that to  
6 Mr. Asfar.

7 Q BY MR. SPITZ: Mr. Asfar, are you aware of some  
8 of the different names of entities that have some  
9 involvement with the American University of Madaba?

10 A Yes, I have some knowledge of the companies, but  
11 I don't know how legally they are listed and where they  
12 are.

13 Q Okay.

14 A Because I wasn't the one who was responsible for  
15 the legal order of establishment, and I wasn't involved  
16 in that process at all.

17 Q Does LPJ provide any money to the American  
18 University of Madaba?

19 A Currently, no.

20 Q How about in the past?

21 A In the past we used to receive some minor funds  
22 that is for special programs, but not that much.

23 Q In the beginning of American University of  
24 Madaba when it was first created or established -- well,  
25 let's go back to 2005 period, 2010, 2011, 2012.

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1           You were not in the position of director of  
2 finance for LPJ at that time. You were just the  
3 financial controller; correct?

4           A     Yes, yes.

5           Q     So you would not have knowledge about how  
6 American University of Madaba was funded at that time,  
7 would you?

8           A     In what means do you think -- if funding came  
9 through, and most of the funding comes through the Latin  
10 Patriarchate of Jerusalem, I have knowledge of the  
11 transfers to the university project, actually.

12          Q     Okay. And did you have knowledge of transfers  
13 from LPJ to American University of Madaba during that  
14 time period, 2010, '11 and '12?

15          A     There was nothing called American University of  
16 Madaba, I think, at that time. It was run through the  
17 institutions of Latin Patriarchate in Jordan.

18          Q     So the Latin Patriarchate in Jordan was the one  
19 that was financially -- providing the financial funds for  
20 the American University of Madaba at that time?

21          A     Getting loans that we didn't know about over  
22 here.

23          Q     I'm not sure I understand. What do you mean  
24 about getting loans?

25          A     Getting bank loans for the project itself, to

DEPOSITION OF: ANTON ASFAR

1 fund the project itself, because it cost tens of millions  
2 of dollars -- this I knew later on -- and in order to  
3 finance the project itself.

4 Q So the project initially was funded through  
5 loans from certain banks?

6 A Exactly, yes. Not initially. Mostly, mostly.

7 Q Mostly.

8 A Yeah.

9 Q But did LPJ also provide some of the funding for  
10 the start-up of that university?

11 A We got funding from Rome.

12 Q And that came through --

13 A Rome LPJ or Rome even -- I remember one  
14 transferred, like, 5 million, I think, or 5 million euro,  
15 yeah -- I'm not sure about the figure -- from Rome to  
16 Jordan. But I knew about it later on.

17 Q Okay. Now, when you say from Rome, are you  
18 referring to the Grand Magisterium?

19 A I think it was from the Holy See.

20 Q Okay. And is it true that LPJ receives funding  
21 from the Grand Magisterium at this time?

22 A Yes.

23 Q And has LPJ received funding from the Grand  
24 Magisterium going all the way back to 2010?

25 A I've been with LPJ 21 years. We get funding

DEPOSITION OF: ANTON ASFAR

1 every year from them according to the approved budget.

2 MR. SPITZ: I'm not sure the court reporter --  
3 can you read that back?

4 (The record was read by the reporter  
5 as follows:

6 "A I've been with LPJ 21 years.  
7 We get funding every year from them  
8 according to the approved budget.")

9 THE WITNESS: Preapproved.

10 THE REPORTER: Thank you. The record will  
11 reflect that change.

12 Q BY MR. SPITZ: And when you say funding from  
13 them, you're referring to the Grand Magisterium. You  
14 receive funding from the Grand Magisterium every year for  
15 the last 20 years for the LPJ?

16 A For the work of the church, of the work of the  
17 Catholic Church in the Holy Land. The Holy Land is  
18 Palestine, Israel, West Bank, Jordan and Cypress. This  
19 is the jurisdiction of Latin Patriarchate.

20 \*\* Q Now, what was the amount of money that LPJ  
21 received from the Grand Magisterium in the year 2020?

22 MR. COLELLA: Well, objection. That's  
23 irrelevant; it's not likely to lead to the discovery of  
24 any relevant evidence pertaining to jurisdiction.

25 And I'll instruct Mr. Asfar not to respond.

DEPOSITION OF: ANTON ASFAR

1 MR. SPITZ: Well, David, I think you well know  
2 that the money is the basis for jurisdiction, and we are  
3 entitled to know the amounts or the approximate amounts  
4 of that funding. And we will be bringing a motion to  
5 compel if you do not allow him to answer that.

6 MR. COLELLA: Well, you are free to ask about  
7 funding from California to the LPJ. Funds that are  
8 coming from Rome to the LPJ and their amounts are  
9 irrelevant to these issues.

10 So I'm going to further instruct my client not  
11 to respond.

12 MR. SPITZ: David, that's incorrect. We are  
13 entitled to know the funding because I doubt that --  
14 well, I'll ask the question.

15 Q BY MR. SPITZ: Mr. Asfar, do you receive  
16 financial reports from the Grand Magisterium that show  
17 you amounts of money that it receives from the Western  
18 Lieutenancy of the Equestrian Order of the Holy Sepulchre  
19 of Jerusalem?

20 A I don't receive it in person. It's reported in  
21 the Grand Magisterium and seasonal meetings to the Latin  
22 Patriarchate or even the Grand Magisterium members, which  
23 is the member -- the Grand Magisterium holds seasonal  
24 meetings every spring and autumn, and they report what  
25 they have done for fundraising for the Order and what



DEPOSITION OF: ANTON ASFAR

1 they have transferred to the Holy Land or other Catholic  
2 organizations even, not only Latin Patriarchate because  
3 they also support other Catholic institutions and  
4 churches other than -- like other Catholic Rites.

5 MR. COLELLA: That's Rites, R-i-t-e-s, just to  
6 be clear.

7 THE REPORTER: Thank you.

8 Q BY MR. SPITZ: Okay. So let me just make sure I  
9 understand what you just said. You're saying that the  
10 Grand Magisterium funds other entities in addition to  
11 LPJ?

12 A Yes, indeed.

13 Q Okay. Now, my understanding of the purpose or  
14 mission of the Order is to fund projects in the Holy  
15 Land; is that correct?

16 MR. COLELLA: Well, I would -- if you know,  
17 Mr. Asfar, you can testify.

18 Although Mr. Asfar is not here as a PMK or  
19 representative of the Equestrian Order of the Holy  
20 Sepulchre or of the Grand Magisterium, for that matter;  
21 he's here as a PMK of the LPJ. So you can respond if you  
22 have personal knowledge, Mr. Asfar, but I'd admonish you  
23 not to speculate or guess.

24 THE WITNESS: From my personal knowledge, I know  
25 that they fund other Catholic organizations, Bethlehem

1 University, which is not controlled by Latin  
2 Patriarchate. So they support the students with  
3 scholarship over there.

4 Q BY MR. SPITZ: And is American University of  
5 Madaba under the control -- was it ever under the control  
6 of the Latin Patriarchate of Jerusalem at any time?

7 A Can you explain what you mean by control?

8 Q Well, governed by in any way. Was there any --  
9 well, let me ask you this: What is your understanding of  
10 the relationship between LPJ and American University of  
11 Madaba?

12 A My understanding is that we are the owner of the  
13 project or of the property, and UAM is like an education  
14 institution under the Jordanian law, and it has its own  
15 legal framework.

16 Q And as the owner -- well, let me ask you this:  
17 What is the relation -- are you familiar with an entity  
18 known as Mukawer Castle? Maybe I'm pronouncing it  
19 incorrectly.

20 A Mukawer.

21 Q Mukawer Castle. What is that entity?

22 A I know that this entity is an educational entity  
23 that was established in order to help the Patriarchate of  
24 Jerusalem struggling with the loans of AUM project, and  
25 they were financing projects, and this is it.

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1           Q     Okay. And when you say AUM or when I use the  
2 letters AUM, we're both referring to American University  
3 of Madaba, correct?

4           A     Yes, if you mean the university itself and not  
5 the project.

6           Q     Help me understand what you mean by the  
7 difference between the university and the project.

8           A     My own understanding is that we -- the Latin  
9 Patriarchate owns the property, the land, and the  
10 buildings; and not the operations. This is my  
11 understanding.

12          Q     I see. And the board of trustees that you say  
13 is responsible for that university, is that board of  
14 trustees in a group of people who are in Jordan, or are  
15 they an international group of people?

16          A     I think -- I don't know the exact answer to this  
17 question, but I know that most probably they are  
18 Jordanians also.

19          Q     Now, during the time period from 2010 until the  
20 present, was there a time period that LPJ provided funds  
21 for that project?

22          A     What's the question?

23          Q     Again, the question is was there a time period  
24 from 2010 until the present that LPJ provided funding for  
25 the project, the operations of the school?

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1           A     What do you mean -- school or university or --  
2 I'm puzzled.

3           Q     I want to --

4           A     You said school. We have funding for the  
5 school, yes, but -- you said university, and then you  
6 said school. So this is two different.

7                     So can you please explain?

8           Q     Yes, I'm sorry, I will try to be more clear.

9                     I'm referring to AUM. And sometimes,  
10 unfortunately, we say school. And I understand that  
11 you -- that would confuse you. So I'm referring to AUM.

12                    Was there a time period that LPJ, from 2010 to  
13 the present time, provided funds for the use by AUM?

14           A     Yes, we have provided funding to the use of  
15 AUM -- not AUM, the project.

16           Q     And when you say the project, you mean the  
17 university and the educational process of that  
18 university?

19           A     No. Assets, properties, land.

20           Q     Okay. So you're talking about the land. So LPJ  
21 provided funding, for example, for building a science lab  
22 or for building more rooms in the school or improving the  
23 structures of the school, correct?

24           A     Yes, correct.

25           Q     Okay. So when you say the project -- so maybe I

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1 wasn't clear myself. When you say the project, you're  
2 talking about the land, the structures, the buildings,  
3 the things that go inside of those buildings, the school  
4 cafeteria and other things that relate to the land and  
5 the physical aspect of those buildings; is that correct?

6 A Yes.

7 Q Thank you. Now, we got a little bit off track  
8 from the Grand Magisterium. So you have seen reports  
9 that reflect the fact that the Western Lieutenancy of the  
10 Equestrian Order of the Holy Sepulchre of Jerusalem, that  
11 Western Lieutenancy does provide funds that are -- that  
12 go to the Grand Magisterium; is that correct?

13 MR. COLELLA: Objection. Assumes facts not in  
14 evidence.

15 Q BY MR. SPITZ: You may answer.

16 A So you said what? The Western Lieutenancy  
17 transfer funds to the Grand Magisterium?

18 Q Yes.

19 A I know that the Grand Magisterium is the  
20 fundraising on our behalf as LPJ provided funding  
21 according to preapproved budgets, and the Grand  
22 Magisterium directs the different lieutenancies all  
23 around the world how to fundraise.

24 And we don't direct them, and we get -- so we --  
25 we don't control the process of fundraising. The Grand

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1 Magisterium does control it. This happening and happened  
2 twice for the last 20 years.

3 Q Right. But you're aware of reports that show  
4 that the Grand Magisterium does receive that funding from  
5 the Western Lieutenancy in California?

6 MR. COLELLA: Same objection.

7 Q BY MR. SPITZ: Is that correct?

8 THE WITNESS: Sorry, can I refer to David,  
9 again, what was your objection for?

10 MR. COLELLA: So I'm objecting that he's asking  
11 a question that includes facts not in evidence. And so  
12 that's my objection really for the record. So you can  
13 respond if you have personal knowledge.

14 But, again, I don't want you to speculate. If  
15 you have personal knowledge, you can testify.

16 THE WITNESS: Okay. I know that Western  
17 Lieutenancy and all of the lieutenantancies in the U.S. --  
18 even Canada, Europe, Australia -- transfer funds to Rome.  
19 And then Rome, according to preapproved budgets, they  
20 transfer funds to us.

21 Q BY MR. SPITZ: And when you say Rome, are you  
22 referring to the Grand Magisterium or some other entity?

23 A Grand Magisterium.

24 Q And you have also indicated that the Grand  
25 Magisterium provides funds to LPJ, but also to some other

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1 entities located in the Holy Land, correct?

2 A Yes, but this is, I think, irrelevant. I don't  
3 know how relevant your question to the deposition.

4 Q Okay. But the -- I guess this is the real  
5 question I wanted to get to: The majority of the funds  
6 that the Grand Magisterium sends each year, the majority  
7 of those funds are sent to LPJ; isn't that correct?

8 MR. COLELLA: Objection. Speculation; lack of  
9 foundation; assumes facts not in evidence.

10 Q BY MR. SPITZ: You may answer.

11 A I have no knowledge of the finances of Grand  
12 Magisterium.

13 Q So do you receive any reports from the Grand  
14 Magisterium?

15 A What relates to us.

16 Q So the only reports you receive from the Grand  
17 Magisterium are reports of the amount of funds that it  
18 sends to LPJ?

19 A Yes.

20 Q You do not receive reports from the Grand  
21 Magisterium for funding of other projects in the Holy  
22 Land; is that correct?

23 A Not sure that I receive such records.

24 Q Okay. If you were to check, you would be able  
25 to look at those reports and make that determination if

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1 you have the time to do so; is that correct?

2 A If I have them on their records received.  
3 Because sometimes they mention; sometimes they don't  
4 mention. That's it.

5 Q Sometimes they mention the funding of other  
6 entities, and sometimes they don't in those reports from  
7 the --

8 A I don't have fully access to the records.  
9 That's the issue. So it's only representation during the  
10 Grand Magisterium meetings, and it's sent to the --  
11 presented to the audience over there.

12 Q Okay. Now, what other sources of funding does  
13 LPJ have that come from the United States besides the  
14 Grand Magisterium?

15 MR. COLELLA: Well, I'll just object that that  
16 question also assumes facts not in evidence.

17 But you can respond if you understand the  
18 question, Anton.

19 THE WITNESS: Well -- yeah, we receive funding  
20 from the U.S. from different donors as we receive from  
21 all around the world, from the U.S., Canada, Europe, even  
22 Philippine, Australia. So we receive funding from all  
23 around the world for the work of the Catholic Church in  
24 the Holy Land, if you're hinting for that.

25 Q BY MR. SPITZ: Well, I understand, but I'm



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1 focusing in on California. What sources of funding does  
2 LPJ receive from other entities besides the Grand  
3 Magisterium that come from California?

4 A On a continuous basis or yearly basis, we don't  
5 have continuous source of funding from California except  
6 for minor funding that comes for specific intentions.  
7 But according to the donor.

8 Q Are you familiar with the Queen of Peace  
9 Foundation?

10 A Yes, for sure.

11 Q And does LPJ receive funding from Queen of Peace  
12 Foundation?

13 A Yes, from time to time according to what they  
14 transfer to us.

15 Q And what is your understanding of the Queen of  
16 Peace -- what is the Queen of Peace Foundation?

17 A It's an NGO that fundraises for the work of the  
18 church.

19 THE REPORTER: I'm sorry, did you say NGO?

20 THE WITNESS: Yes, nongovernmental organization.  
21 NP in the United States, I think, nonprofit.

22 THE REPORTER: Thank you.

23 Q BY MR. SPITZ: And you're aware that the Queen  
24 of Peace Foundation is located in California, in  
25 particular, San Francisco area?

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1           A     I know it's in California, yes.

2           Q     And have you seen records of the amount of  
3 funding received by LPJ from the Queen of Peace  
4 Foundation over the years?

5           A     What do you mean seen? I -- I remember that  
6 I -- that we received funds from Queen of Peace  
7 throughout the years, you know. But if you -- if you --  
8 like, we receive couple of payments of checks from Queen  
9 of Peace for different intentions or projects or programs  
10 in the Holy Land.

11          Q     Now, isn't it true that LPJ also sends priests  
12 from its organization to come to the United States to  
13 have services for Arab American Catholics in California?

14               MR. COLELLA: I'll just object to the term sends  
15 as being vague and ambiguous.

16          Q     BY MR. SPITZ: You may answer that, Mr. Asfar.

17          A     I know that there is priests in the U.S. that  
18 serves the Arab speaking community, and from time to time  
19 there is priests that are serving this community.

20               I don't know what is that -- you know, from,  
21 let's say, from a church how they are appointed. Who  
22 sent them, I don't know exactly. Usually it's the bishop  
23 of the other country who requests priests from other  
24 dioceses. This is what I know. This is my personal  
25 knowledge. How it works, I don't know.

1           Q     Well, I'm interested in the funding. Are you  
2 familiar with the funding of these priests that are part  
3 of LPJ that provide services in California? Are you --

4           A     Now I understand your question better.

5                 We don't pay anything for the priests who serve  
6 in the U.S., even if they are Latin Patriarchate priests.

7           Q     So all the costs and living expenses for those  
8 priests from LPJ or associated with LPJ are paid for by  
9 the California parishes where they serve; is that  
10 correct?

11           MS. FRIEND: Objection. Calls for speculation;  
12 and it assumes facts not in evidence.

13           MR. COLELLA: Join with that objection.

14           Q     BY MR. SPITZ: You may answer, Mr. Asfar.

15           A     This is to my understanding. Because I don't  
16 pay funds to these priests at all.

17           Q     Okay. So I just want to make sure that you have  
18 access to the financial records of LPJ. You're the  
19 person at this point in time who would have access to all  
20 those financial records; is that correct?

21           A     This is right, but for the segments that we are  
22 controlling.

23           Q     Would you tell me again the segments that are  
24 under your control.

25           A     Is this relevant?

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1           Q     Yes. I need to know what that means. What  
2 segments do you have --

3           A     Then I will refer it to David, I think.

4           MR. COLELLA: I'll object on the basis of  
5 irrelevancy.

6                     But for some background, if you can give a brief  
7 background of what kind of segments, that's probably  
8 within bounds just to give a perspective.

9           THE WITNESS: Okay. So the Latin Patriarchate  
10 has different segments. We call them internal and  
11 external. So we have the Latin seminary, the seminary,  
12 the school where the priests study.

13                    So Latin seminary; we have printing press; we  
14 have around 43 schools scattered between Palestine,  
15 Israel, Jordan. We have guest houses; we have housing  
16 projects for developments and for providing our community  
17 help.

18                    This is like an overview what we work in and  
19 what we -- what entities we have control over. And we  
20 have the vicariates, which is the official in each  
21 region. So the vicariates are under them.

22                    There are also entities like in Jordan we have  
23 Our Lady of Peace Center. It's for people with special  
24 needs. It's under the vicariate --

25           MR. COLELLA: And this is David --

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1 THE WITNESS: -- that center --

2 MR. COLELLA: Mr. Spitz, Mr. Jeffrey just sent  
3 over some additional exhibits. Can we take a break so I  
4 can send those over to my client?

5 MR. SPITZ: Sure.

6 MR. COLELLA: Five minutes?

7 MR. SPITZ: All right.

8 (Break in proceedings from 8:03 A.M. to 8:13 A.M.)

9 MR. SPITZ: Back on the record.

10 Q BY MR. SPITZ: Mr. Asfar, are you able to  
11 proceed as before?

12 A You may proceed, yes.

13 Q Thank you. I have just a couple of questions  
14 that I want to go back to. Who was in your position  
15 prior to September 2018?

16 A It was director of finance position. I told you  
17 before that we had the restructure. There was no such  
18 position.

19 Q So it was individuals in a number of  
20 different -- having responsibility for a number of  
21 different areas prior to that, yes?

22 A It was like finance people with priests were  
23 responsible for different segments, yes.

24 Q Okay. I guess I had another question going back  
25 to funding for AUM.

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1           So you've been very specific about LPJ providing  
2 funding for the project, which generally means the  
3 facility itself and the land and the physical aspects of  
4 the AUM. So where would the funding come from for the  
5 teachers there and those other things that are not  
6 included in the facility itself? Where does that funding  
7 come from?

8           A     What do you mean teachers there? Salaries of  
9 the teachers?

10          Q     Yes.

11          A     Tuition fees.

12          Q     Okay. So tuition fees cover the salaries of the  
13 teachers?

14          A     I don't know exactly because if we were -- we  
15 were transferring funds to -- if it covers all the  
16 salaries, I don't know. I don't have access how much  
17 were funding and how much -- what was covered. I don't  
18 have this information.

19          Q     So did you, in your position, ever receive any  
20 financial statements from AUM?

21          A     Of the operations of the university, you mean?

22          Q     Yes.

23          A     I received just the last year -- 3 years, yes.

24          Q     So you received those documents for the last  
25 3 years, correct?

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1 A Yes.

2 Q Thank you. Yeah, we -- I know it's convenient  
3 when we're talking to just shake our head up and down or  
4 side to side to mean yes or no, but we need the  
5 transcript to be clear. So if you would please give a  
6 verbal response.

7 A I received AUM financial statements.

8 Q And you received those for the last 3 years,  
9 correct?

10 A That's correct.

11 Q And those financial reports, do they show  
12 funding for AUM from any sources other than tuition and  
13 funds from LPJ?

14 A It's not my business. I don't get into these  
15 financial reports because the AUM is not totally under  
16 the control of my office or -- it's under the control of  
17 the board of directors. So I don't dig through it. It's  
18 informational for me.

19 Q So you have no recollection from your review of  
20 those reports as to other sources of funding; is that  
21 correct?

22 A I don't remember.

23 Q Are you aware of any bank loans to AUM in the  
24 last 3 years?

25 A I don't have an answer for this question.

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1 Q What does that mean? You don't know?

2 A I don't know.

3 Q All right. Well, that was my question, are you  
4 aware of it, and your answer is you are not aware of any  
5 bank loans to AUM in the last 3 years, correct?

6 A AUM, the university, I don't know. I'm not  
7 aware.

8 Q Okay. And is it your understanding that AUM is  
9 in operation at the present time with students and still  
10 carrying out its role as a university?

11 A I know it's in operation, yes.

12 Q Are you familiar with the organization in the  
13 United States known as the Arab American Catholic  
14 Community?

15 MS. FRIEND: Objection. Lacks foundation;  
16 assumes facts not in evidence.

17 MR. COLELLA: And vague and ambiguous. But I'll  
18 also join with Ms. Friend's objections.

19 Q BY MR. SPITZ: You may answer that question,  
20 Mr. Asfar.

21 A I don't know the word organization. I know that  
22 there is an Arab American Catholic Community in the U.S.,  
23 but the word organization, I don't know if they are  
24 institutionalized. I don't know.

25 Q And can you tell me what is the Grand



1 Magisterium in your own understanding?

2 A The Grand Magisterium, in my understanding,  
3 is -- the Grand Magisterium is the organization that is  
4 under the Holy See and established with the blessing of  
5 the Holy See to support the work of the Catholic Church  
6 in the Holy Land.

7 Q And is it your understanding the Grand  
8 Magisterium is the headquarters for the Equestrian Order  
9 of the Holy Sepulchre of Jerusalem?

10 MS. FRIEND: Objection. Vague and ambiguous  
11 with respect to the phrase headquarters; and also assumes  
12 facts not in evidence.

13 MR. COLELLA: Join.

14 Q BY MR. SPITZ: You may answer.

15 A I don't know. What do you mean by headquarters?

16 Q Okay. What is your understanding, then, of the  
17 relationship between the Grand Magisterium and the  
18 Equestrian Order of the Holy Sepulchre of Jerusalem?

19 A Equestrian Order and Grand Magisterium is the  
20 same word. Grand Magisterium is the organization in Rome  
21 that organized the Equestrian Order of the Holy  
22 Sepulchre.

23 Q Now --

24 MR. COLELLA: I can't recall if Michel had  
25 objected on the lack of foundation, but I wanted to add

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1 that if that wasn't in.

2 MR. SPITZ: Okay.

3 Q BY MR. SPITZ: And what is your foundation,  
4 Mr. Asfar, for knowing that the Grand Magisterium is the  
5 Equestrian Order of the Holy Sepulchre of Jerusalem?  
6 What is your foundation for knowing that?

7 MR. COLELLA: Objection. Misstates testimony.

8 THE WITNESS: I don't understand the word  
9 foundation.

10 MR. COLELLA: That was one of my objections was  
11 lack of foundation.

12 Q BY MR. SPITZ: So how do you know that the Grand  
13 Magisterium is the Equestrian Order of the Holy Sepulchre  
14 of Jerusalem?

15 MR. COLELLA: Objection. Misstates testimony.

16 MS. FRIEND: Join. And also add vague and  
17 ambiguous.

18 Q BY MR. SPITZ: You may answer.

19 A I skip this question.

20 Q Pardon me?

21 A I think I answered this question.

22 Q Well, not according to David. David thinks that  
23 you didn't answer that question. So because of David's  
24 objection, I'll need an answer to that.

25 A I didn't understand the question because you're

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1 asking the same question like in different ways. And I  
2 don't know.

3 Q Well, David --

4 A Explain yourself better. I don't know. I don't  
5 know.

6 Q David is saying that I need to know how you know  
7 that the Grand Magisterium is the Equestrian Order of the  
8 Holy Sepulchre of Jerusalem. So I need to ask that  
9 question now, how you know that from talking to the  
10 people at the Grand Magisterium, from your literature  
11 that you've read, or some other process? How do you know  
12 that that statement is a correct statement?

13 A From experience and knowledge over here, and the  
14 website, for sure.

15 Q Okay. And do you have communications with  
16 persons at the Grand Magisterium?

17 A Is this relevant? I don't know.

18 Q Yes, it's relevant because David has made it  
19 relevant by his objections. So I'll need to explore that  
20 to know whether you've had those communications.

21 A Well, it's normal just we receive funding from  
22 Rome, so I have communication between Jerusalem and Rome.

23 Q And when you say Rome -- again, your answer is a  
24 little bit ambiguous -- so when you say Rome, you are  
25 referring to the Grand Magisterium of the Equestrian

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1 Order of the Holy Sepulchre of Jerusalem, correct?

2 A I'm pointing to the Grand Magisterium, yes.

3 Q And you have discussions with them with regard  
4 to the funding of LPJ?

5 A It's not under the scope of my order. I don't  
6 discuss funding with the Grand Magisterium.

7 Q What do you discuss with the Grand Magisterium?

8 A Transfer of funds according to preapproved  
9 budgets.

10 Q And do you receive copies of those preapproved  
11 budgets?

12 A Yes, for sure.

13 Q And do you submit budgets to the Grand  
14 Magisterium for their approval?

15 A We submit proposed budgets.

16 Q Now --

17 A I want to add on this. This is proposed  
18 budgets.

19 Q The Grand Magisterium will decide, make the  
20 final decision with regard to the funding for LPJ, right?

21 A They will decide how much they will contribute  
22 to this budget.

23 Q For each of the segments?

24 A For the work of the church in the Holy Land.

25 Q Well, doesn't your budget break it down

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1 according to these different segments and the things that  
2 you discussed previously that are components of LPJ?  
3 Doesn't your budget break it down into those various  
4 segments?

5 A According to sectors.

6 Q And what's the difference between sectors and  
7 segments?

8 A Yes, there's a big difference.

9 Q Would you please explain.

10 MR. COLELLA: Objection. Irrelevant.

11 We're getting a little far afield, Bob, of the  
12 relevance of the funding between the Grand Magisterium  
13 and Latin Patriarchate regarding jurisdictional issues.

14 MR. SPITZ: Well, we may be, but, David, because  
15 of your objections, I have to explore this. If you would  
16 stop objecting, I would not need to do this.

17 MR. COLELLA: My objection relevant to  
18 foundation has nothing to do with segments or sectors.

19 MR. SPITZ: I disagree.

20 Q BY MR. SPITZ: But I need to understand the  
21 difference because you've now raised two different words,  
22 and I'd like to you explain the difference between  
23 segments and sectors, if you could, Mr. Asfar.

24 A Segments is entities; sectors is the programs  
25 and the projects. So you can contribute to education in

1 sector.

2 Q And the budgets that you submit for approval  
3 include the sectors that you seek to have funding for; is  
4 that correct?

5 A The budgets, yes, we -- we -- that we propose,  
6 that we propose, is according to our sectors.

7 Q And among those sectors would be the project  
8 AUM; is that correct?

9 A That's not correct at all.

10 Q Okay. And what is incorrect?

11 A That we don't ask for funds for AUM from the  
12 Grand Magisterium.

13 Q So you don't ask for funds for the building or  
14 for the property or for any aspects of that project from  
15 the Grand Magisterium?

16 A This is a megaproject that the Grand Magisterium  
17 will never agree to fund because usually the Grand  
18 Magisterium funding comes for small projects, not  
19 megaprojects like this. This is a huge project,  
20 actually.

21 Q Well, I understand it's a huge project, but if  
22 I'm not mistaken, I think you've already testified that  
23 LPJ has provided funds and is the governing entity for  
24 the land and the buildings of AUM.

25 Was that not what you testified to before?

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1           A     Yes, but you've mentioned that the Grand -- we  
2     proposed budgets for the Grand Magisterium for AUM. This  
3     is something different than receiving funds for special  
4     intentions like the project. So you propose budget, and  
5     you might get funds for one or around the world even for  
6     projects that you have and you didn't propose budget for  
7     it.

8           Q     I'm not sure I understand that, but going back  
9     to my prior questioning, isn't it correct that LPJ does  
10    provide funds for the project, the land and the  
11    buildings, of AUM?

12                   Isn't that correct?

13           A     Provided previously, yes.

14           Q     Okay. And do those funds come from some source  
15    other than the Grand Magisterium?

16           A     Yes, funds came from other than Grand  
17    Magisterium.

18           Q     But some funds do come from the Grand  
19    Magisterium for those things with regard to the project,  
20    the buildings, and the facilities of AUM, correct?

21           A     I told you at the very beginning that the Holy  
22    See has donated a big amount for that project, and not  
23    the Grand Magisterium.

24           Q     Mr. Asfar, I believe you're being evasive to the  
25    question. Would you please just answer the question that

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1 I asked, which is that isn't it true that there are some  
2 funds that come from the Grand Magisterium that LPJ then  
3 delivers for the buildings and the facilities and the  
4 project of AUM? Isn't that correct?

5 MR. COLELLA: Objection. Asked and answered.

6 MS. FRIEND: I'm going to object also to -- it's  
7 vague and ambiguous as to the phrase delivered to the  
8 buildings.

9 MR. COLELLA: Join.

10 Q BY MR. SPITZ: Did you understand my question,  
11 Mr. Asfar?

12 A I -- I am puzzled by your question.

13 Q Okay. I will try to rephrase it.

14 A Please.

15 Q Isn't it true that the Grand Magisterium  
16 provides funds to LPJ that are then used to pay for the  
17 buildings and the structures and the projects of AUM?

18 MR. COLELLA: Objection. Compound.

19 MS. FRIEND: Misstates the prior testimony as to  
20 time.

21 Q BY MR. SPITZ: You may answer, Mr. Asfar.

22 A The Grand Magisterium does not provide on a  
23 permanent basis for the AUM operations. I've told you  
24 before. You said provide. It has provided, like,  
25 previously one or two times, and that's it. I don't



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1 know -- I don't remember the -- it may be several  
2 times for the project. But this was like many years ago.  
3 This is to my memory. I'd have to go back and check.

4 Q Then what is the source of funding if it's not  
5 the Grand Magisterium? What is the source of funding for  
6 the land and the buildings on the project of AUM? If  
7 it's not coming from the Grand Magisterium, where does it  
8 come from?

9 A Bank loans.

10 Q That was in the beginning. What about last  
11 year?

12 A No funding for the AUM.

13 Q You're unaware of any bank loans in the last  
14 3 years, so where is the source of funding if it's not  
15 bank loans and it's not the Grand Magisterium? Where is  
16 the source of funding for AUM coming from?

17 A In the last 3 years I would -- we didn't provide  
18 any direct funding to the AUM from the Latin  
19 Patriarchate. This is I'm sure about.

20 Q And so it's your testimony that all of its  
21 funding is from tuition from the students?

22 MR. COLELLA: Objection. Misstates testimony.

23 THE WITNESS: That -- I don't know exactly  
24 because I have received the statements and it's all the  
25 information for me.

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1 MS. FRIEND: I also -- as a point of  
2 clarification, Mr. Spitz, I'm a little confused. I think  
3 you were originally asking this line of questioning  
4 relating to the capital project of the buildings and the  
5 land, and then all of a sudden you switched to -- are you  
6 saying that all the funding is for tuition of students?  
7 And I just want to clarify.

8 Are you suggesting that the tuition is paying  
9 for the land, or are you talking about the operations of  
10 the organization?

11 MR. SPITZ: Well, that's the question I've been  
12 trying to find out from Mr. Asfar. Buildings have  
13 maintenance; buildings have expenses that are part of the  
14 ongoing costs of that entity. And I'm trying to find out  
15 from Mr. Asfar, who doesn't seem to want to answer my  
16 questions, exactly how the costs of the buildings and  
17 costs are funded.

18 THE WITNESS: Now I understand well your  
19 question.

20 So we don't provide any funding for the AUM  
21 operations or the maintenance of the buildings from the  
22 Latin Patriarchate. It's run on their own, and it's  
23 funded on their own.

24 Q BY MR. SPITZ: Okay.

25 A That's why I told you it's almost independent

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1 from us, from the LPJ. So they have board of trustees,  
2 they run their business and report back to the Latin  
3 Patriarchate.

4 Q And you don't know where they get all their  
5 money from to pay for those things; is that correct?

6 A Tuition fees.

7 Q I don't believe that's true, Mr. Asfar, but if  
8 that's your statement, we'll get to the bottom of it.

9 A Well, you can believe whatever you believe, but  
10 this is my understanding.

11 Q Okay. Now, when you spoke about the funding of  
12 the Grand Magisterium for LPJ, you mentioned some  
13 specific things. But the headquarters of LPJ, the  
14 Patriarchate of LPJ and when it was an Archbishop, the  
15 Archbishop of the LPJ, all of those costs are funded by  
16 the Grand Magisterium; isn't that correct?

17 A That is not correct.

18 Q Is it correct that some of the funding for the  
19 headquarters of LPJ and the Archbishop comes from the  
20 Grand Magisterium?

21 A The Grand Magisterium --

22 MS. FRIEND: I was just going to object as vague  
23 and ambiguous.

24 (A discussion was held off the record.)

25 THE WITNESS: Can we get a break, let's say, for

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1 5 minutes?

2 MR. SPITZ: Sure, 5 minutes.

3 (Break in proceedings from 8:38 A.M. to 8:49 A.M.)

4 (The record was read by the reporter  
5 as follows:

6 "Q Is it correct that some of the  
7 funding for the headquarters of LPJ  
8 and the Archbishop comes from the  
9 Grand Magisterium?")

10 Q BY MR. SPITZ: Mr. Asfar, did you understand  
11 that question, or should I rephrase that?

12 A Could you repeat it, please?

13 MR. SPITZ: Please, Jolyne.

14 (The record was read by the reporter  
15 as follows:

16 "Q Is it correct that some of the  
17 funding for the headquarters of LPJ  
18 and the Archbishop comes from the  
19 Grand Magisterium?")

20 MR. COLELLA: And I'll object on the grounds  
21 that it's vague and ambiguous as to the term  
22 headquarters.

23 Q BY MR. SPITZ: Mr. Asfar, do you understand the  
24 meaning when I said headquarters of LPJ? Does it have a  
25 meaning to you?

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1           A     It's -- maybe you mean the Latin Patriarchate  
2     itself and operations of the Latin Patriarchate? This is  
3     what you mean, or the Latin Patriarchate in Jerusalem,  
4     this is what you mean?

5           Q     Yes, that is what I mean.

6           A     Okay.

7           Q     With that understanding, is it correct that the  
8     Grand Magisterium provides funding for that Latin  
9     Patriarchate State of Jerusalem in Jerusalem?

10          A     The Grand Magisterium provide partial funding  
11     for the Latin Patriarchate of Jerusalem, for the  
12     operations of the Latin Patriarchate of Jerusalem.

13          Q     And one of the defendant entities is the Latin  
14     Patriarchal Vicariate Ecclesiastical Court. That is  
15     something that LPJ provides funding for; is that correct?

16          A     Where?

17          Q     Wherever the Latin Patriarchal Vicariate  
18     Ecclesiastical Court operates. Do you know where it  
19     operates?

20          A     Jordan, Palestine, and Israel, and Cypress.

21          Q     Does the Latin Patriarchate, LPJ, provide  
22     funding in those locations for those locations?

23          A     Only Palestine, Israel, and Cypress.

24          Q     Not for Jordan, correct?

25          A     Not for the court in Jordan.

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1 Q Do you know where the court in Jordan obtains  
2 its funding?

3 A From its income generating from its cases that  
4 it is processing. And this is one of the entities that  
5 we don't have control over.

6 Q Are you familiar with a large amount of money,  
7 approximately 50 million, either dollars or euros, that  
8 was provided by Archbishop Antonio Franco for the  
9 operations of AUM?

10 MR. COLELLA: Objection. Irrelevant.

11 I'm going to instruct my client not to respond.

12 MR. SPITZ: Why? We're talking about funding,  
13 Mr. Colella. Why is that irrelevant?

14 MR. COLELLA: From one defendant to -- who's not  
15 a California resident or a U.S. resident or citizen to  
16 the LPJ, it's irrelevant to the issue of jurisdiction in  
17 San Bernardino County, California.

18 MR. SPITZ: I think we'll have to disagree about  
19 that for the time being.

20 Q BY MR. SPITZ: Mr. Asfar, did you receive via  
21 the Internet some documents either last night or this  
22 morning that were from my office with regards to your  
23 deposition?

24 A I received a couple of e-mails, but I didn't go  
25 through them. I only skimmed through the deposition

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1 notice.

2 Q Did you print out the documents that were  
3 attached to those e-mails?

4 A No.

5 Q Do you have the ability to print out the  
6 documents that were attached to those e-mails?

7 A Yes --

8 MR. COLELLA: Just to be clear, there's 234  
9 pages from yesterday and another -- just closed the  
10 attachment for today -- another 28 for today. So maybe  
11 there's something specific, Mr. Spitz, that you're  
12 looking for to go over. Or perhaps you can screen share  
13 to save us some time.

14 Q BY MR. SPITZ: Mr. Asfar, do you have the  
15 ability to print out the documents that were part of that  
16 e-mail?

17 A Yes, I have the ability, but not the time to  
18 print all these documents. I'm a very busy person during  
19 the day.

20 Q How long would it take to print out those  
21 documents, Mr. Asfar?

22 A I don't know. I would have to check given that  
23 my secretary is not available in the meantime.

24 Q Well, would you rather that we continue this  
25 deposition to another day, or would you have the ability

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1 to print those out within a reasonable time period today?

2 A I prefer that you share what you want on the  
3 screen and we -- we -- and you ask your question, and be  
4 more specific instead of digging in all these documents.

5 MR. COLELLA: I agree that would be very helpful  
6 if you share them on the screen.

7 MR. SPITZ: I don't have that ability.

8 MR. COLELLA: We all do on Zoom; it's just a  
9 green button on the bottom. It says Share Screen.

10 MR. SPITZ: All right. If David can share those  
11 documents, then I would allow him to do so.

12 Do you have that ability to do so, David?

13 MR. COLELLA: I believe I do as long as -- is  
14 Jolyne -- it looks like I have the screen share.

15 You let me know what Bates Number you're looking  
16 for.

17 MR. SPITZ: Okay. Why don't we share Bates  
18 Number 88, 89 through 90 -- it's Exhibit Number 7 through  
19 95.

20 MR. COLELLA: Okay. The CRUX article? Is that  
21 what you're referring to?

22 MR. SPITZ: Yes.

23 MR. COLELLA: Okay.

24 MR. SPITZ: But I gotta tell you, I don't  
25 believe the screen sharing is an efficient way to do



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1 this. You can only show one page at a time, and it's a  
2 very difficult way to proceed. But we'll give it a try.

3 Q BY MR. SPITZ: Mr. Asfar, are you familiar with  
4 the Equestrian Order of the Holy Sepulchre providing  
5 \$3.5 million in emergency aid to LPJ?

6 MR. COLELLA: Well, objection. I didn't want to  
7 cut you off, Mr. Asfar.

8 But objection. Lack of foundation; vague and  
9 ambiguous.

10 MS. FRIEND: Join.

11 Are you meaning to refer directly to this  
12 article, or are you just talking generally are you aware  
13 of any time \$3.5 million was provided --

14 MR. SPITZ: Well, this specific article.  
15 Perhaps you can share page 89 of the document with him.  
16 Okay.

17 Q BY MR. SPITZ: So there's an article that says  
18 that the Equestrian Order of -- the Equestrian Order of  
19 the Holy Sepulchre has contributed 3.5 million to support  
20 the Latin Patriarchate of Jerusalem.

21 Are you familiar with that contribution,  
22 Mr. Asfar?

23 A This is a COVID-19 thing that was run by the  
24 Cardinal in Rome for supporting the work of the Catholic  
25 Church in the Holy Land and mainly the Latin Patriarchate

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1 schools because we couldn't collect tuition fees from the  
2 student. And the support came to get the cash in the  
3 schools to cover expenses of the teachers and tuition to  
4 support students with their tuition fees.

5 Q All right. And those funds --

6 A This is very new, and this is irrelevant to AUM.  
7 I don't know.

8 Q But it's relevant that the Equestrian Order of  
9 the Holy Sepulchre of Jerusalem, which is a worldwide  
10 order -- that Latin Patriarchate received those funds  
11 from the Order; isn't that correct?

12 MR. COLELLA: Objection. Misstates the exhibit  
13 itself. The document speaks for itself even though it's  
14 just a news article. It also lacks foundation.

15 MS. FRIEND: Join.

16 MR. SPITZ: That's what I'm asking Mr. Asfar,  
17 David.

18 Q BY MR. SPITZ: So to your knowledge, is it  
19 correct that LPJ received the \$3.5 million from the  
20 Equestrian Order?

21 A I don't have the exact figure exactly. If it  
22 was mentioned 3.5 million -- but I have to -- because  
23 this is very new, and I don't have access -- I have  
24 access to the exact figure for sure, but -- and this is a  
25 fundraising effort run by the Grand Magisterium and the

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1 Cardinal himself.

2 Q As I stated in the very beginning of the  
3 deposition, Mr. Asfar, we're not asking for exact  
4 figures.

5 A Yes.

6 Q We're not asking for exact amounts. But this  
7 even 3.5 million, I'm sure, is an approximation.

8 So isn't it correct that the LPJ received  
9 approximately \$3.5 million from the Equestrian Order?

10 A We received it from the Grand Magisterium.

11 Q Thank you.

12 A In Rome.

13 Q And as you've stated previously, the Grand  
14 Magisterium is the Equestrian Order of the Holy Sepulchre  
15 of Jerusalem?

16 A From my understanding.

17 Q Okay.

18 MR. SPITZ: I'd like to ask David if he can  
19 share the exhibit page 104. If you can turn to that.  
20 Unfortunately -- do you have the ability to rotate that?

21 Excellent. Thank you, David.

22 MR. COLELLA: There we go.

23 Q BY MR. SPITZ: So I can tell you, Mr. Asfar,  
24 this is a document that I printed off of the website of  
25 LPJ.

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1 Have you seen this document before?

2 A There are so many documents on the website that  
3 proposes projects for the Latin Patriarchate in order to  
4 find funding for them, and it's sent for sure to the  
5 Grand Magisterium.

6 Can you go on the second page and let me see the  
7 second page?

8 MR. COLELLA: Hold on. Mr. Asfar, I would just  
9 admonish you to only answer the question Mr. Spitz is  
10 asking. He'd only asked you if you've seen this page  
11 before.

12 Q BY MR. SPITZ: Let's go to 105.

13 MR. COLELLA: And let me know if you need me to  
14 zoom in.

15 MR. SPITZ: Yeah, please zoom in.

16 Does that help you, Mr. Asfar?

17 THE WITNESS: Yes, I saw it, but I didn't --  
18 maybe I haven't read it.

19 Q BY MR. SPITZ: Okay. Go to the next page,  
20 David.

21 A Okay.

22 Q It appears that this is a document that comes  
23 from the -- when he was the Apostolic Administrator,  
24 Pierbattista Pizzaballa.

25 Were you in your position that you are now when

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1 he was the Apostolic Administrator?

2 A Yes -- no, I would say when he started as an  
3 Apostolic Administrator, I was the controller. Then  
4 restructure started in 2018 because he entered office  
5 2016. So 2018 I got the position of director of finance,  
6 September 2018.

7 Q And what year was his position elevated from  
8 Apostolic Administrator?

9 A 2020.

10 MR. SPITZ: Okay. If David would turn to the  
11 next page, 107.

12 MR. COLELLA: And, again, if you need me to zoom  
13 in somewhere, just let me know.

14 Q BY MR. SPITZ: All right. Are you familiar with  
15 this diagram, Mr. Asfar?

16 A Can you please enlarge it?

17 MR. SPITZ: Does that help?

18 THE WITNESS: It wasn't enlarged.

19 MR. COLELLA: Is that better? That's one-half  
20 of the document.

21 Q BY MR. SPITZ: So are you familiar with this  
22 document showing the map? It says Diocesan map. That's  
23 referring to LPJ or something else?

24 A I know the information. Yeah, I know the  
25 information. This is the map on the left side. Can you

1 go on the right side, please? Statistics, yes.

2 Q Okay. So this map and this page is showing some  
3 of the segments of LPJ. Did I get that right?

4 A Yes, some of the segments of LPJ, not  
5 necessarily controlled by LPJ.

6 Q So help me understand that distinction. What is  
7 the distinction you're making between being segments of  
8 but not being controlled by? What do you mean by that?

9 A Like the AUM operations, there is a board of  
10 directors; there's other entities that they have their  
11 independence.

12 Q Well, I don't see AUM on this particular page.

13 A Yeah, I -- I -- you just wanted me to explain  
14 what is meant by controlled.

15 Q Okay, but are all of the entities shown here on  
16 this half of the Exhibit 107 under the heading LPJ  
17 Diocesan Information, is that all of those entities that  
18 are identified on this page, are they all under LPJ?

19 MS. FRIEND: Objection. Vague and ambiguous as  
20 to the term under.

21 MR. COLELLA: Join.

22 Q BY MR. SPITZ: Are they controlled by LPJ?

23 MR. COLELLA: Same objection. And ambiguous as  
24 to controlled. Also outside the scope of this PMK's  
25 deposition.

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1 Q BY MR. SPITZ: Okay. Mr. Asfar, have you been  
2 able to read each of those entities or --

3 A I can say the schools and the seminary, yes,  
4 they are under different control of -- not the housing  
5 project.

6 Q Okay. If the housing projects are not under the  
7 control of LPJ, what's the reason for them being listed  
8 here?

9 A It's the projects, development projects for the  
10 community. And they might have been -- the ownership has  
11 been transferred to the tenants.

12 Q And did that happen when this chart was prepared  
13 or before the transfer of ownership?

14 MS. FRIEND: Objection. Calls for speculation.  
15 I don't think he ever testified that he created this  
16 document.

17 MR. COLELLA: Correct. Join. Also irrelevant  
18 to the issue of jurisdictions.

19 Q BY MR. SPITZ: Are you able to answer that  
20 question, Mr. Asfar?

21 A So this chart was not prepared by my office, and  
22 as the -- most of this project, houses projects are  
23 already done, constructed.

24 Q And they were funded by LPJ, correct?

25 A No, not necessarily.

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1 Q Well, not necessarily? But were they or were  
2 they not funded in part by LPJ?

3 A Maybe partially, but not to say fully. And we  
4 provide the umbrella for the people in order to find or  
5 construct their houses.

6 Q If they weren't funded by or controlled by LPJ,  
7 why were they included in this chart, if you know?

8 A Information from the work of the church.

9 MR. SPITZ: Okay. I'd like to go to the next  
10 page, 108. And if you could zoom into the right side of  
11 that. A little larger?

12 Q BY MR. SPITZ: Are you familiar with this list  
13 of parishes of LPJ that are part of this document?

14 A Yes, I'm familiar with most of the parishes, but  
15 I don't know why U.S.A. is mentioned as parishes. This  
16 is the first time I've seen them.

17 Q So you've never seen this document before?

18 A Yes, I told you I know it's on the website. I  
19 saw it, like -- but I didn't skim through it. This is  
20 not financial at all; this is not my office. This is  
21 information.

22 Q And whose office produced this document?

23 A Is this relevant?

24 Q Yes.

25 MS. FRIEND: Object. I'm sorry to interrupt,



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1 sir. I was just going to object that it calls for  
2 speculation.

3 MR. COLELLA: Yeah, I would join in that. Lack  
4 of foundation; speculation.

5 Q BY MR. SPITZ: You may answer the question,  
6 Mr. Asfar.

7 A Development office. Might be the development  
8 office.

9 Q And who is the head of the development office at  
10 this time?

11 A There's no head, no, not at this time.

12 Q Who was the person that is -- that you know that  
13 is involved with the development office at this time?

14 A The person who -- you're hinting for the person  
15 who prepared this? I don't know who prepared this  
16 document.

17 Q Right, but I'm looking for the name of a person  
18 in the development office.

19 MS. FRIEND: I would say objection. Irrelevant.

20 Q BY MR. SPITZ: You may answer.

21 A It is -- I don't know who was responsible for  
22 this document exactly.

23 Q That wasn't my question. My question is who is  
24 a person that you do know of in the development office?

25 A There are several people who are working in

1 development office without a head.

2 \*\* Q And could you name one of those persons that you  
3 know of in the development office?

4 MS. FRIEND: Objection. Relevance. Beyond the  
5 scope of the jurisdictional discovery.

6 MR. COLELLA: Join.

7 Q BY MR. SPITZ: You may answer, Mr. Asfar.

8 A I skip this question to answer.

9 Q There's no skipping.

10 A No skipping?

11 MR. COLELLA: To that I'll object that it's  
12 irrelevant to the area of jurisdiction.

13 And instruct my client not to respond.

14 MR. SPITZ: David, it is very relevant to  
15 jurisdiction. On this page it lists U.S.A., 3 parishes,  
16 San Francisco and Southern California. That's very  
17 directly related to jurisdictional issues.

18 I'm trying to find out who is in that department  
19 at the present time, the department that created this  
20 document. It's extremely relevant to jurisdiction to  
21 know why the U.S.A., Southern California parish was  
22 listed on this document.

23 If Mr. Asfar does not know, then you provided  
24 someone as a person most knowledgeable who has no  
25 knowledge, who stated he has no knowledge. I'm trying to

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1 find out who does have knowledge, and that's directly  
2 relevant to the issue of jurisdiction. I would like him  
3 to answer this question, and if not, we'll compel a  
4 response to this question or we can do a motion and have  
5 this answered later.

6 MR. COLELLA: And to be clear, the LPJ has  
7 already responded to this question in written discovery.  
8 Mr. Asfar is the director of finance. He's not here as a  
9 general PMK.

10 When we met and conferred over the PMK regarding  
11 a substitute for the Patriarch Pizzaballa, it was to  
12 discuss financial transactions with the Equestrian Order.  
13 So that is why Mr. Asfar is here.

14 You've gotten far afield, and I'll instruct him  
15 not to respond because it's outside his purview, and the  
16 LPJ has responded to it in written verification. So you  
17 have your response.

18 MR. SPITZ: No, we don't. We have evasion and  
19 excuses and everything but an answer to discovery,  
20 Mr. Colella. But I thank you for your statement.

21 MS. FRIEND: I would assert an objection because  
22 the PMK did not request the person most knowledgeable as  
23 to this document. And in addition, he already answered  
24 that it's -- that he doesn't know who prepared it and  
25 that the head of that department, which is when the

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1 document was created, is not there anymore. And  
2 harassing the witness.

3 MR. SPITZ: I'm not harassing anybody but the  
4 attorneys.

5 Q BY MR. SPITZ: Mr. Asfar, you are familiar with  
6 some of the people who are in the development department  
7 for LPJ at this time; is that correct?

8 A Yes, I know for sure.

9 \*\* Q Are you able to give me any of those names at  
10 this time?

11 A I don't have clearance to give you names.  
12 Sorry.

13 Q Clearance from who?

14 A From my bosses.

15 MR. COLELLA: I instruct you not to respond by  
16 identifying any further persons.

17 You've provided your PMK notice with abundance  
18 of categories outside of our meet and confer.

19 I'll instruct my client not to respond.

20 THE WITNESS: Not respond to this question.  
21 Thank you.

22 Q BY MR. SPITZ: You're refusing to respond  
23 Mr. Asfar?

24 A Yes.

25 Q Fine. I'd like to turn to page 137 in this

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1 document. You can zoom in on the right-hand side of  
2 that.

3 You see the statement on this document that says  
4 the Latin Patriarchate of Jerusalem has provided a priest  
5 for the Arab American community in Southern California  
6 for 26 years. Priests who have served the community  
7 include Father George El Farr, Father -- I'll  
8 mispronounce his name -- and several others.

9 Are you familiar with any of those priests who  
10 have been provided by the Latin Patriarchate of Jerusalem  
11 for the last 26 years, Mr. Asfar?

12 A I know them only by name, but not all of them  
13 here.

14 Q And is this a true statement, to your knowledge,  
15 that LPJ has provided the priests for the Arab American  
16 community in Southern California?

17 A I don't know how it's phrased, but it's -- the  
18 people who has phrased this has nothing to do -- they  
19 don't know how these people are appointed or provided or  
20 sent or asked for. I don't know.

21 So it's only a summary of what's -- of the work  
22 of the church, let's say. No, I have no answer for that.

23 Q Okay. Do you have any knowledge that this is  
24 not a true statement on this document, page 137 of this  
25 exhibit? Do you have knowledge that this is incorrect?

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1 MS. FRIEND: Asked and answered.

2 MR. COLELLA: Join.

3 Q BY MR. SPITZ: You may answer.

4 A According to the laws of the church, I don't  
5 know if this statement is true.

6 Q Do you have knowledge that it's not true?

7 A I don't know.

8 Q You have no knowledge --

9 A I don't know. Every -- every -- I don't know  
10 how these priests are sent or provided. I don't know if  
11 this is a true or wrong statement.

12 MS. FRIEND: I object that this is going far  
13 beyond the deposition notice as well as the  
14 jurisdictional court.

15 MR. COLELLA: Join. I'm giving you latitude,  
16 Mr. Spitz, so we can get through this, but you're  
17 belaboring points here that aren't moving the ball.

18 MR. SPITZ: That may be your opinion,  
19 Mr. Colella, but it's not mine.

20 MR. COLELLA: Sure.

21 Q BY MR. SPITZ: I'd like to turn to Exhibit  
22 Number 10. If you can go to page 140.

23 (A discussion was held off the record.)

24 MR. SPITZ: Let's go back. I understand that  
25 there are certain challenges with the video presentation,

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1 so we -- Exhibit Number 7 is pages Bates-Stamped Numbers  
2 87 through 95. We had some testimony about those pages  
3 earlier. And that's been sent out as Exhibit Number 7.

4 (Plaintiffs' Exhibit 7 was marked for  
5 identification and is attached hereto.)

6 MR. SPITZ: We skipped Exhibit Number 8.

7 Then we have Exhibit Number 9 that we've just  
8 been going through, which is pages 103 -- Bates-Stamped  
9 pages 103 through 138. And I believe those are the only  
10 two exhibits that we've looked at so far.

11 (Plaintiffs' Exhibit 9 was marked for  
12 identification and is attached hereto.)

13 THE REPORTER: Okay, thank you.

14 MR. SPITZ: And now I'm moving to Exhibit  
15 Number 10 which starts at Bates-Stamped 139 and goes  
16 through 142.

17 (Plaintiffs' Exhibit 10 was marked for  
18 identification and is attached hereto.)

19 MR. SPITZ: And I would direct your attention to  
20 Bates 140, which is a statement that appears to have been  
21 signed by the Apostolic Administrator Pierbattista  
22 Pizzaballa in 2018 that certifies that Reverend  
23 Ala' Alalamat is a cleric in good standing and has full  
24 faculties within the Latin Patriarchate of Jerusalem.

25 Up at the top, if you can zoom in on that,

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1 that's the very first statement at the very top of the  
2 page. And this occurred, according to this document,  
3 sometime in 2018.

4 And I'm asking Mr. Asfar whether he is familiar  
5 with this appointment.

6 THE WITNESS: I'm only familiar because I don't  
7 pay funding anymore for this priest. I don't know about  
8 this document. This is usually a confidential document  
9 at the Office of the Latin Patriarchate. I get  
10 information that I shouldn't pay anymore monthly stipend.

11 Q BY MR. SPITZ: And when did you receive that  
12 notice?

13 A Sorry?

14 Q You say you received a notice that you should  
15 not provide funding for his monthly stipend. When did  
16 you receive that?

17 A Through the Apostolic Administrator.

18 Q When?

19 A I should -- I should check. I don't know if  
20 it's 2018. Few years ago.

21 Q I understand. I'm just asking for approximates.

22 Is it your understanding that when he was  
23 assigned as a cleric in the United States that at the  
24 time that he's assigned in the United States, that he no  
25 longer receives funding from LPJ?



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1 MR. COLELLA: Objection. Lack of foundation;  
2 speculation.

3 MS. FRIEND: Join.

4 Q BY MR. SPITZ: You may answer.

5 A Not funding. It's his monthly stipend.

6 Q Okay. So his monthly stipend stopped when he  
7 became a cleric in the United States; is that correct?

8 (Unintelligible crosstalk.)

9 MS. FRIEND: Objection. Lacks foundation and  
10 assumes facts not in evidence.

11 MR. COLELLA: Join.

12 THE REPORTER: I'm sorry, but I didn't hear the  
13 answer.

14 THE WITNESS: As a procedure whenever a priest  
15 is out of the diocese, our Diocese of Jerusalem, we stop  
16 the monthly stipend according to orders or instruction by  
17 the Office of the Patriarchate.

18 Q BY MR. SPITZ: Well, then, what is your  
19 understanding of the statement by the Apostolic  
20 Administrator that he is a cleric in good standing and  
21 has full faculties as the Latin Patriarchate of  
22 Jerusalem?

23 What is your understanding of that statement?

24 MS. FRIEND: Objection. Speculation.

25 MR. COLELLA: Also irrelevant; outside the scope

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1 of this deposition notice; and outside the purview of  
2 this particular witness for PMK purposes.

3 MR. SPITZ: You may answer.

4 THE WITNESS: It's communication between  
5 bishops. And that's it for me.

6 Q BY MR. SPITZ: You don't really have knowledge  
7 of what is meant by this document, then, is that correct,  
8 because this is outside of your domain as the financial  
9 person for the LPJ?

10 A Yes.

11 MS. FRIEND: I would just object to the extent  
12 it conflicts with his prior testimony.

13 MR. COLELLA: Join.

14 Q BY MR. SPITZ: If you turn to the second page of  
15 this document, it's page 141 of Exhibit Number 10. If  
16 you zoom in the middle of this.

17 Do you have any knowledge of this document,  
18 Mr. Asfar?

19 A No, I don't have any knowledge for this  
20 document.

21 Q And if you could put on the screen the next  
22 page, 142, David.

23 Do you have any knowledge about this document,  
24 Mr. Asfar?

25 A No, I don't have knowledge.

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1 MR. SPITZ: All right. I'd now like to view and  
2 have marked by the reporter Exhibit Number 11, which is  
3 Bates-Stamped pages 143 through 177.

4 (Plaintiffs' Exhibit 11 was marked for  
5 identification and is attached hereto.)

6 MR. SPITZ: And that's the first page, it says  
7 Exhibit 11. And turn to the next page, 144, and zoom in  
8 on the top of that page.

9 Q BY MR. SPITZ: Now, this indicates that it's a  
10 check from Queen of Peace Foundation paid to the Latin  
11 Patriarchate of Jerusalem for \$500. It has on it a date  
12 of 8/29, August 29th, 2011.

13 You were the financial controller of LPJ at that  
14 time, correct?

15 A I was the controller at that time.

16 Q And would your department that you were the  
17 controller of have received a check of this nature at  
18 that time in 2011?

19 A I don't remember this specific check, but we  
20 received -- yes, we received checks. I can acknowledge  
21 that I know the signature of the endorser of the check  
22 for the amount. And this is for the Latin Patriarchate,  
23 as is mentioned on there, and it's an agency. So it's  
24 from Queen of Peace from St. Joseph's School.  
25 St. Joseph's School is not under the control of the Latin

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1 Patriarchate.

2 Q But it's funded by LPJ?

3 A No.

4 Q Then how -- can you explain why a check was sent  
5 to LPJ for something that's not under its control?

6 MS. FRIEND: Objection. Calls for speculation.

7 MR. COLELLA: Join.

8 Q BY MR. SPITZ: You may answer.

9 A Foundations for people abroad, donors, trust the  
10 Latin Patriarchate to be the channel to different  
11 Catholic or non Catholic events, institutions in the Holy  
12 Land. That's why they send us checks. We call them  
13 agency checks. But we are agents for the donors.

14 Q Is the St. Joseph's School in Bethlehem a  
15 Catholic Church entity?

16 A It's a Catholic Congregation entity, not  
17 controlled by Latin Patriarchate.

18 Q Okay. Let's turn to the next check, which is  
19 Exhibit 145 (sic). And do you recognize this check as  
20 being a check received by the Latin Patriarchate of  
21 Jerusalem?

22 A Again, I don't remember every single check  
23 received by the Patriarchate. We receive checks from all  
24 around the world, from the U.S., from Canada, from  
25 Australia, from Europe. So it's endorsed by the -- by

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1 the right person and the stamp of the Latin Patriarchate.

2 What I can tell, it's going for St. Joseph's  
3 School in Ramallah, and we don't have control of that  
4 school. It's a Catholic school under the St. Joseph's  
5 Congregation.

6 Q And you understand it's correct that this check  
7 was deposited into an LPJ bank account?

8 MR. COLELLA: Objection. Speculation.

9 THE WITNESS: I have to check.

10 Q BY MR. SPITZ: Well, is that not the stamp on  
11 the endorse --

12 A Yes, the stamp -- what I can see now 638 is the  
13 branch -- the branch where we hold our account, yes.

14 Q And you recognize the signature at the top of  
15 the endorsement as well, don't you?

16 A Yes, I recognize the signature of Father  
17 Humanan.

18 Q And what is his position with the LPJ?

19 A He was the general administrator at that time.

20 Q Was he overseeing the finances of LPJ at that  
21 time?

22 MR. COLELLA: Objection. Vague and ambiguous;  
23 overbroad as to scope.

24 Q BY MR. SPITZ: You may answer.

25 A He has oversight of the finances of the Latin

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1 Patriarchate, yes.

2 Q And is he still with LPJ at this time?

3 A He's a priest of LPJ, Father Humana,  
4 H-u-m-a-n-a-n.

5 Q Is he presently involved in any aspects of the  
6 administration of LPJ?

7 A No.

8 Q And would he be holding that position that you  
9 mentioned earlier that he held in 2011? When did he stop  
10 holding that position?

11 A 2015, to my memory.

12 MR. SPITZ: And let's turn to page 146, the next  
13 page, David.

14 Q BY MR. SPITZ: And, again, would you agree that  
15 this is a check received by the LPJ in the amount of \$600  
16 and deposited into an LPJ bank account for St. Joseph's  
17 School in Bethlehem?

18 A I can say that the stamps are, that I know, and  
19 it's endorsed. And I can -- I -- if I check my records,  
20 I can say that we received it as the rest. Again, it's  
21 an agency. It's not for the Latin Patriarchate  
22 operations.

23 MS. FRIEND: Mr. Spitz, you're on mute. We  
24 can't hear you.

25 MR. SPITZ: Sorry.

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1 Page 147, the next page, David.

2 Q BY MR. SPITZ: And would your response be the  
3 same for this check, Mr. Asfar?

4 A Same.

5 MR. SPITZ: Page 148. You'll have to zoom in on  
6 the top.

7 Q BY MR. SPITZ: Do you recognize this entity?  
8 Seems to say Holy Family Church-Gaza?

9 A It's our parish in Gaza.

10 Q And so that Holy Family Church-Gaza parish is a  
11 parish that's under the control of LPJ?

12 A Yes.

13 Q And there appears to be a different signature on  
14 the endorsement of this check. Do you recognize that  
15 signature?

16 A Father Al-Twal, yes.

17 Q What was his position with LPJ?

18 A So most probably Father Humanan finished his  
19 job, his office, in 2014, because this check is signed in  
20 2014, not 2015. I think. I have a mistake with the  
21 dates for Father -- because he's the one -- Father  
22 (unintelligible) is the one who took office after.

23 THE REPORTER: I'm sorry, the name again,  
24 please?

25 THE WITNESS: I-m-a-d, Twal, T-w-a-l.

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1           Could we take a break, please?

2           MR. SPITZ: Certainly. Another 5 minutes?

3           MS. FRIEND: Thank you.

4           MR. SPITZ: Off the record.

5           (Break in proceedings from 9:45 A.M. to 10:02 A.M.)

6           Q     BY MR. SPITZ: I'd like to ask Mr. Asfar if he  
7           is familiar with financial statements from the American  
8           University of Madaba, such as the one depicted in  
9           Exhibit 15 Bates-Stamped 264.

10                   (Plaintiffs' Exhibit 15 was marked for  
11                   identification and is attached hereto.)

12           MR. COLELLA: Objection. Vague and overbroad as  
13           to scope of time.

14                   But you can answer, if you understand.

15           THE WITNESS: These financial reports are not  
16           reported to my office. This is reported to the Office of  
17           the Patriarchate, and I don't have copies of these  
18           documents.

19           Q     BY MR. SPITZ: So you've never seen this  
20           particular document that's for the year end  
21           December 31st, 2013? You've never seen this document  
22           before?

23           A     No.

24           Q     Correct?

25           A     Correct.



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1 Q Have you seen a document of a financial  
2 statement for the American University of Madaba for the  
3 year 2020?

4 A 2020, no.

5 Q Have you seen one for 2019?

6 A 2019? I might get a copy of it, yes. I might  
7 get a copy of it.

8 Q And 2018? Do you believe you received a copy of  
9 the financial statement for -- from the American  
10 University of Madaba for the year ending 2018?

11 A Yes, I think so, yes. I'm not sure. I think so  
12 I got 2018. I think so.

13 Q How about 2017?

14 A I don't think so that I got a copy of 2017. I  
15 don't.

16 Q So would your pred -- would someone else from a  
17 financial office of LPJ have received the financial  
18 statement of American University of Madaba for 2017?

19 A It's that Board of Trustees for Madaba  
20 University who should receive a copy.

21 Q I know, of course they will. But I'm asking --

22 A In my office, no. In my office, no.

23 Q Well, you just said that you did for 2018.

24 A 20 --

25 Q I'm confused by your recent statement because

1     you just told me that you did receive a copy of a  
2     financial statement --

3           A     Yes, because I was appointed the director of  
4     finance, and I was shared with the information, though we  
5     don't have control over that. I don't analyze even the  
6     financial statements. I don't dig into them and even  
7     comment on them. It's not my scope of work.

8           Q     All right. But, Mr. Asfar, I'd just like to ask  
9     that you -- you need to let me finish my question before  
10    you start your answers. You've been jumping in the last  
11    couple of times, and it makes the record very unclear if  
12    you interrupt my questions.

13           I know you have an answer ready to give, but I  
14    need to be able to finish my questions.

15           A     Okay.

16           Q     So please give me that opportunity.

17           I'd like to turn your attention to -- if we can  
18    turn to the next page in this, page 265. That shows the  
19    various categories in this report.

20           MR. SPITZ: David, if you could go to page 266.

21           Q     BY MR. SPITZ: Do you have any basis to believe  
22    that this is not an accurate document -- this is not the  
23    independent auditor 's report by Michel Sindaha & Company  
24    for the American University of Madaba?

25           Do you have any reason to believe that this is

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1 not an accurate report, Mr. Asfar?

2 MR. COLELLA: I'll just object on the basis that  
3 it calls for speculation. The witness has already  
4 testified he has not seen this document or is familiar  
5 with it.

6 MR. SPITZ: Yes.

7 Q BY MR. SPITZ: You may answer the question as to  
8 whether you have any reason to believe that it's not a  
9 correct auditor's report.

10 A I'm not familiar with this document.

11 Q Are you familiar with the certified public  
12 accountant, Michel Sindaha & Company?

13 A I'm familiar with HLB.

14 Q And what is your understanding of HLB?

15 A They have an office -- they used to have an  
16 office here in Jerusalem.

17 Q Have they prepared financial reports for LPJ?

18 A Yes.

19 Q Have they been -- what years have they been an  
20 auditor for LPJ?

21 MR. COLELLA: Calls for speculation.

22 THE WITNESS: I don't remember.

23 Q BY MR. SPITZ: Are they currently the auditor  
24 for LPJ?

25 A No.

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1 Q During the time that you have been the finance  
2 director -- director of finance, were they an auditor for  
3 LPJ?

4 MS. FRIEND: I'm sorry, I'd like to object to  
5 this line of questioning as beyond the scope.

6 MR. COLELLA: I'll join.

7 MS. FRIEND: Irrelevant.

8 Q BY MR. SPITZ: You may answer, Mr. Asfar.

9 A Being director of finance, they were not the  
10 auditors for LPJ.

11 Q And prior to that when you were the financial  
12 controller for LPJ from 2005 through 2018, was HLB an  
13 auditor for LPJ?

14 A They were auditor for LPJ, but I don't remember  
15 the period because there was another office before.

16 MR. SPITZ: I'd like to turn to the next page,  
17 267.

18 Q BY MR. SPITZ: Do you recognize the signatures  
19 at the bottom of that page?

20 A I know the name of Yaser, but not the signature.

21 Q And what about George Hazboun? Do you know who  
22 he is?

23 A I know him by the name, the president of the  
24 university by name. That's it.

25 Q He was the president of the university, American

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1 University of Madaba for a period of time?

2 A Yes.

3 Q Okay. Now, on this document it has Total  
4 Liabilities and Owner's Equity. And that's 4 million and  
5 something at the very last line of that document.

6 Do you see where it says that?

7 A Okay.

8 \*\* Q And is the owner's equity LPJ's equity in the  
9 American University of Madaba?

10 MR. COLELLA: Objection --

11 THE WITNESS: How --

12 MR. COLELLA: Objection. Invades privacy  
13 protections.

14 I'm going to instruct the witness not to  
15 respond.

16 MR. SPITZ: David, there's no privacy concerns  
17 for American University of Madaba with regard to this  
18 public document. It's an auditor's statement that's a  
19 public document, and it's an entity that doesn't have  
20 individual privacy rights. And this is an important part  
21 of jurisdiction which relates to the connection between  
22 LPJ and AUM.

23 And we will file a motion to compel if you  
24 instruct this deponent, and we'll be back again for  
25 another deposition after that and prolong this process.

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1           This is a jurisdictional issue; it relates to  
2           the ownership of American University of Madaba by LPJ,  
3           and it's a very relevant question. So if you do not  
4           allow him to answer, I will assure you, we'll be filing a  
5           motion with regard to these financial matters.

6           MR. COLELLA: My instruction would be to the  
7           deponent that it invades the privacy protections.

8           While I appreciate your representations,  
9           Mr. Spitz, I don't believe this has anything to do with  
10          jurisdiction, AUM, or LPJ's connections to jurisdiction  
11          of San Bernardino County, California.

12          So I would advise my client, the deponent, not  
13          to respond to the question.

14          MR. SPITZ: Well, are you advising him or  
15          directing him?

16          MR. COLELLA: I'm instructing him not to. If he  
17          chooses to follow my instruction, that's his decision.

18          MS. FRIEND: Mr. Spitz, I have a question as to  
19          your representation that this is a public document. Can  
20          you establish the foundation for that?

21          Q     BY MR. SPITZ: So Mr. Asfar, Mr. Colella has  
22          given you the option of responding to my question. Would  
23          you like to do so?

24          A     This is not a public document, and this is a  
25          private document for -- and that's why I don't have even

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1 access to such documents. And I don't know the  
2 specifications of the items mentioned on the financial  
3 positions on this statement.

4 Q You have testified previously that LPJ is the  
5 owner of the American University of Madaba land,  
6 structures, and other physical aspects of that  
7 university; isn't that correct?

8 A Yes. This is what I know to my knowledge.

9 Q All right. I'd like to turn your attention to  
10 page 269.

11 MR. SPITZ: If you could, David, show page 269.  
12 The page 269 of Exhibit 15 at the top, if you could zoom  
13 in on that top portion it says, highlighted in yellow,  
14 Funding from owner \$4,984 -- \$4,984,858.

15 Q BY MR. SPITZ: Mr. Asfar, is that funding from  
16 the owner coming from LPJ?

17 MR. COLELLA: Objection. Lack of foundation;  
18 speculation.

19 And I'd advise and direct my client not to  
20 respond.

21 Outside of the scope of jurisdiction.  
22 Irrelevant.

23 MR. SPITZ: It's very specific for jurisdiction,  
24 David. So that objection is meaningless.

25 Q BY MR. SPITZ: Mr. Asfar, are you able to

1 respond to that question?

2 A I don't know. I have to -- this is a number  
3 that I don't know exactly from where it's coming. It's  
4 not televised for me. I don't have knowledge of this  
5 figure. I don't have the records for this figure.

6 Q If this is funding that came from LPJ in the  
7 year 2013, wouldn't that be somewhere in the records  
8 of -- the financial records of LPJ would show whether or  
9 not that amount of money was provided to American  
10 University of Madaba?

11 MR. COLELLA: Objection. Vague; ambiguous;  
12 compound; incomplete hypothetical; calls for speculation.

13 MS. FRIEND: Join.

14 Q BY MR. SPITZ: Would you please answer,  
15 Mr. Asfar.

16 A Can you explain your question? It's vague.

17 Q I'm simply asking that if there was funding from  
18 LPJ to the American University of Madaba in the year  
19 2013, wouldn't records of LPJ show that?

20 A I've answered this question previously, and I've  
21 mentioned that if I -- I transferred funds from the  
22 project, I would have transactions recorded in LPJ's  
23 records.

24 \*\* Q So your answer is yes, if that amount of money  
25 was transferred, it would be shown in the financial



1 records of LPJ, correct?

2 A This is --

3 MS. FRIEND: I'm sorry, Mr. Asfar, I apologize.

4 Objection. Misstates the witness' testimony;  
5 assumes facts not in evidence.

6 He's already testified that he didn't prepare  
7 this document. Vague and ambiguous with respect to the  
8 phrasing of the document of funding from owner; and calls  
9 for speculation.

10 MR. COLELLA: I'll join in that. And I'll  
11 instruct my client not to respond.

12 MR. SPITZ: You'll instruct him not to respond?

13 MR. COLELLA: Correct.

14 MR. SPITZ: All right.

15 Q BY MR. SPITZ: Well, you may respond if you  
16 choose to do so, Mr. Asfar. Would you like to respond?

17 A I've responded already. What's your question?

18 MR. SPITZ: Well, we can have that read back by  
19 the court reporter.

20 (The record was read by the reporter  
21 as follows:

22 "Q So your answer is yes, if that  
23 amount of money was transferred, it  
24 would be shown in the financial  
25 records of LPJ, correct?"

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1 MR. COLELLA: Objection. Asked and answered.

2 MS. FRIEND: Join. Also vague and ambiguous.

3 MR. COLELLA: Join.

4 MS. FRIEND: And I guess same objections as  
5 previously to the question.

6 MR. COLELLA: Yes. And for clarification,  
7 Mr. Spitz, are you referring to on this exhibit -- I'm  
8 sorry, 269 -- this highlighted portion? Funding from  
9 owner?

10 MR. SPITZ: Yes.

11 MR. COLELLA: Okay. Then I'll reiterate the  
12 same objections previously and instruct not to respond.

13 As testified previously, the deponent had no  
14 part in preparing this document, providing the numbers or  
15 analyzing this document. And it's speculation.

16 MS. FRIEND: It also lacks foundation, and he's  
17 even said he's never seen this before. So perhaps  
18 there's a different way that you can go about this line  
19 of questioning to get where you're trying to get.

20 MR. SPITZ: Well, I am getting to where I want  
21 to get. And you guys can keep interjecting all these  
22 objections all day long, keep objecting to all my  
23 questions, prolonging this deposition, forcing us to come  
24 back again one more time or two more times or three more  
25 times. I will continue to be asking these questions that

1 are quite relevant to jurisdiction. They're exactly on  
2 point.

3 If LPJ is providing funds for American  
4 University of Madaba in the year 2013, that is precisely  
5 one of the issues of jurisdiction for both the entity  
6 American University of Madaba and LPJ for this entire  
7 lawsuit.

8 So you can put all the objections and we can  
9 spend the rest of these 30 minutes from 8:00 to 8:30 his  
10 time, and we can go over and over and over again. We'll  
11 be back again on a motion to compel these specific  
12 questions.

13 I'm asking him very simple and clear questions;  
14 I'm not asking for speculation. I'm asking him as the  
15 financial director whether or not if LPJ provided funding  
16 for American University of Madaba in the year 2013, would  
17 that information appear in the financial records of LPJ?

18 And it's not speculation --

19 MS. FRIEND: Mr. Spitz, I think what we're  
20 trying to say is your questions are very confusing  
21 because you're asking questions of something that he  
22 doesn't have any knowledge of. In addition to that,  
23 you're asking about two entities, neither of which are in  
24 California, so they really don't go to jurisdiction here.

25 I'm not trying to be obstreperous, it's just

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1 that your questions are very confusing and vague and  
2 ambiguous and difficult to respond to. So perhaps if  
3 there's another way you can do it?

4 MR. SPITZ: The deponent can tell me if it's  
5 confusing to him or not. We don't need your opinion as  
6 to whether my questions are confusing. Your opinion  
7 doesn't matter.

8 MR. COLELLA: Mr. Spitz, you're not wearing the  
9 robe. Mr. Asfar has already testified that it was  
10 confusing to him; that he was not in any position to be  
11 reviewing these documents in 2013. And you continue to  
12 confuse and conflate funding that might have occurred in  
13 2013, what would be reflected on those statements  
14 compared to Mr. Asfar's knowledge of what he knows now.

15 THE WITNESS: Would you excuse me? I think we  
16 should wrap up. I'm really very tired. I have to leave  
17 in 4 or 5 minutes. So if you want to wrap up and close  
18 this because I'm really very tired.

19 MR. SPITZ: I'm happy to do that today  
20 Mr. Asfar. We will be returning to your deposition at a  
21 later date, and I will be asking you to provide all the  
22 documents that we have in the deposition notice.

23 And if they are not produced at the next  
24 deposition, we'll be having a further motion to compel  
25 because you're evading the questions because you don't

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1 have the financials -- you haven't provided us with the  
2 financial documents; you haven't reviewed the financial  
3 documents of LPJ, and therefore, you are unable to answer  
4 questions.

5 And so that's the reason why -- one of the  
6 reasons why this is taking so long. So, again,  
7 Mr. Colella, if this deponent does not produce those  
8 documents for the next deposition, we will be sending a  
9 motion to compel --

10 MR. COLELLA: Just to be clear, if you're  
11 referring to --

12 MR. SPITZ: I'm not finished with my statement.  
13 You may speak when I'm done.

14 If he does not provide those documents that we  
15 requested that are directly relating to the issues of  
16 jurisdiction at the next time we have this deposition, we  
17 will prepare another motion to compel, and we'll be  
18 dragging and extending this deposition and entire case  
19 on.

20 You are the ones that have prevented us from  
21 getting down to the information in the documentation;  
22 you've done everything possible to prevent us from  
23 getting these documents. And that's why we had to have  
24 this deposition because you've refused to provide us the  
25 documents we need.

1           We will be requesting at the next deposition all  
2           of these financial records that relate to the LPJ and the  
3           American University of Madaba, and we will expect those  
4           to be provided to us in advance of the next deposition.

5           MR. COLELLA: Are you done with your diatribe?

6           MR. SPITZ: I think you're the ones that have  
7           been continuously throughout this deposition doing  
8           everything possible to prevent me from asking my  
9           questions and getting answers. So if you want to  
10          characterize my statement as a diatribe, I suppose you  
11          can because the diatribe is as to your attempts to  
12          prevent us from getting the information and the documents  
13          we need.

14          You may continue.

15          MR. COLELLA: Sure. I just want to make sure  
16          that we're talking about the same Notice of Deposition  
17          with 70 some-odd categories of documents, the vast  
18          majority of which were already the subject of a response  
19          by the LPJ which were objected to that you failed to  
20          bring any sort of motion to compel on before. So those  
21          documents outside of the scope of reasonable jurisdiction  
22          will not be provided.

23          I'm advising that ahead of time.

24          MR. SPITZ: With that being said, Mr. Asfar, we  
25          do respect your time. Thank you very much for

1 participating in this. I hope that for the next  
2 deposition you'll have a chance to review some of the  
3 documents we've spoken about, to look back in the records  
4 of LPJ to find out my specific questions with regard to  
5 funding for the American University of Madaba.

6 You are supposedly the person most knowledgeable  
7 about this; you do have access to those records. And I  
8 hope that before the next deposition you'll have the  
9 opportunity to review those records, provide us with  
10 copies so we can have a meaningful discussion the next  
11 time.

12 Thank you for your appearance today. I'll ask  
13 that the reporter prepare the deposition transcript for  
14 today and send to all counsel. I guess you would e-mail  
15 those unless they ask for specific transcripts of those.

16 THE REPORTER: Same copy orders, Counsels?

17 MR. COLELLA: Yes, thank you.

18 MS. FRIEND: Yes.

19 THE REPORTER: Mr. Colella, I'll be e-mailing a  
20 locked pdf to you. Will you forward to the witness since  
21 I don't have his e-mail?

22 MR. COLELLA: Certainly.

23 THE REPORTER: Thanks everyone.

24 (The deposition proceedings  
25 were concluded at 10:27 A.M.)

PENALTY OF PERJURY CERTIFICATE

I hereby declare I am the deponent in the within matter; that I have read the foregoing transcript and know the contents thereof; that I declare that the same is true of my knowledge, except as to the matters which are therein stated upon my information or belief; and as to those matters, I believe them to be true.

I declare being aware of the penalties of perjury; that the foregoing answers are true and correct.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
ANTON ASFAR



CERTIFICATE OF  
CERTIFIED SHORTHAND REPORTER

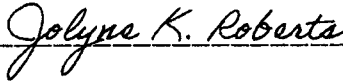
The undersigned Certified Shorthand Reporter of  
the State of California does hereby certify:

That the foregoing proceeding was taken before  
me at the time and place therein set forth, at which time  
the witness was duly sworn by me;

That the testimony of the witness and all  
objections made at the time of the examination were  
recorded stenographically by me and were thereafter  
transcribed, said transcript being a true and correct  
copy of my shorthand notes thereof;

That the dismantling of the original transcript  
will void the reporter's certificate.

In witness thereof, I have subscribed my name  
this date: May 10, 2021

  
JOLYNE K. ROBERTS,  
CSR NO. 10823

(The foregoing certification of  
this transcript does not apply to any  
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DEPOSITION OF: ANTON ASFAR

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ANTON ASFAR

DEPOSITION OF: ANTON ASFAR

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Case Caption: SERYANI vs. THE HOLY SEE

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ANTON ASFAR

EXHIBIT 37

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## Order of the Holy Sepulchre of Jerusalem

Visit our website  
[www.oessh.va](http://www.oessh.va)

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**HEADQUARTERS OF THE ORDER**  
00120 - VATICAN CITY



**HEADQUARTERS OF THE GRAND MAGISTERIUM**  
**Operational Representative headquarters**

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[gmag@oessh.va](mailto:gmag@oessh.va)



Today, this "palace" is often incorrectly called the "Palazzo dei Penitenzieri", after the name of the previous owners, the Penitentiary Fathers of St. Peter's. In the 15th century, however, it

was the residence of Domenico della Rovere, a Cardinal from the Piedmont, who belonged to the inner circle surrounding Pope Sixtus IV della Rovere. Domenico della Rovere had a brilliant career in Rome, making his name in a number of important and highly remunerated ecclesiastical posts. The palazzo was built in the late 15th century, between 1480 and 1490; the Florentine architect, Baccio Pontelli, modelled it closely on the architectural style of Palazzo Venezia, the most important building in 15th century Rome. In fact, in the 15th century, the Palazzo della Rovere was so greatly praised and admired that Emperor Charles VIII chose to stay here when he visited Rome in 1495.

The five halls of the *piano nobile*, are now the official reception rooms of the Equestrian Order of the Holy Sepulchre of Jerusalem and one of them is home to an extremely important ceiling by the artist Pinturicchio and his atelier. The Hall of the Grand Master is lavishly decorated with trompe l'œil architectural features depicting a terrace looking out onto a landscape. The Hall of the Seasons retains fragments of a very rare kind of portrayal of the months of the year, each month represented by the myth that gave rise to its zodiacal sign; the scenes which have been best preserved relate to June, with a peasant making hay and the myth of Hercules and the Hydra – the origin of the sign of Cancer; October, with the bird-catcher of Byzantine legend and the myth of Orion – the origin of the sign, Scorpio; and March, with soldiers ready to set off to war.

The next hall has fine lunettes enclosing images of the prophets delivering their words of wisdom and apostles accompanied by verses from the Creed; the frieze around the exquisite gold and blue ceiling features portraits of Roman Emperors.

The most sumptuous and best preserved ceiling is in the Hall of the Demigods. This astonishing composition of 63 panels painted on board and enclosed in wooden caissons is full of creatures from mediaeval bestiaries flanked by allegorical and symbolic images drawn from classical tombs – very important evidence indeed of a culture at the crossroads between the Middle Ages and the Renaissance. Fantastic animals and monsters, mythological gods and goddesses, chimaeras (creatures half-human, half-beast) such as sirens, tritons, centaurs, satyrs and sphinxes stand out against the gilded background of the caissons; some are playing musical instruments or fighting with rudimentary weapons in a huge variety of poses.

In the left wing of the palazzo the old refectory overlooking the hanging garden still has the ancient 15th century décor of themes based on nature, as well as allegorical figures clearly influenced by the style of Michelangelo. In the same wing of the building, some of the rooms on the second floor have frescoes painted in 1552 by the Florentine artist Francesco Salviati. The work was commissioned by Cardinal Giovanni Salviati, who owned the building for a long time and made it his residence. One of these frescoes is at the centre of the ceiling of the "Apollo Room" where, in a trompe l'œil portrayal, Apollo drives his chariot pulled by the horses of the Sun, surrounded by the emblems of the Medici family.

## OFFICE

Piazza S. Onofrio al Gianicolo, 2  
I - 00165 ROMA - Italia



The grant to the Order of the Holy Sepulchre of Jerusalem of the church and monastery of Sant'Onofrio on the Janiculum Hill is linked to some of the most important organisational changes that have taken place within our sodality. On 15 August 1948, Pius XII issued a *motu proprio* establishing that the Order's headquarters should be transferred from Jerusalem to

Rome, to the above-mentioned church, and that in future the Grand Master should be a Cardinal appointed by the Pope.

What is less well known, however, is that the particular favour shown by the Pontiff had a special significance for the Order. In fact, the church still contains reminders of Torquato Tasso, the author of *Gerusalemme Liberata*, the epic poem that retells the deeds of the crusaders who fought to regain possession of the Holy Sepulchre itself. After wandering all over Italy, the poet requested and obtained shelter at the monastery of Sant'Onofrio and spent the last years of his life there. So the literary heritage of the site and the chivalric nature of our sodality come together in perfect harmony in this location, which also houses a small museum containing a few of Tasso's manuscripts.

Sant'Onofrio is therefore a place where history, culture and faith have been handed down through the centuries. The buildings date back to the 15th century but there was a hermitage in this spot even before that. Construction of the church began in 1439 and was completed in the 16th century. The sacred building was in the hands of the Society of St. Jerome until 1933, when Pope Pius XI dissolved the association.

The location is panoramic, situated close to the path over the Janiculum Hill, where the view of Michelangelo's cupola on St. Peter's dominating the surroundings and the boom of the midday cannon put the finishing touches to the evocative atmosphere. Climb the steps to the gate bearing the Order's coat-of-arms and cross the lovely flowered garden that forms the churchyard. Even on the external walls of the church you can see important artworks attributed to Domenichino and to Sebastiano Strada.

Inside, the renaissance style retains something of the gothic; the body of the church is rectangular with cross-vaulting, a polygonal apse and five side chapels. The latter are dedicated to Saint Humphrey, to Our Lady of Loreto, to Jesus Christ Crucified, to Saint Pius X and to Saint Jerome. The first chapel contains the funeral monument to Torquato Tasso. The paintings in the apse attributed to Peruzzi and Pinturicchio are very beautiful, as are those in the sacristy. From the portico, walk through the short entryway to the 15th century cloisters to be filled with tranquillity and a feeling of complete peace. If you wish to visit the Tasso Museum you will find the door within the entryway itself.

This artistic jewel provides a source of enrichment and spiritual growth for anyone who goes there. How much more then for members of the Order?

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EXHIBIT 38

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## Equestrian Order of the Holy Sepulchre of Jerusalem

### Activities



### 2015 Projects

As every year, in addition to the monthly support for the expenses of the Patriarchate, the Order of the Holy Sepulchre selects certain projects to be carried out. These projects, among those presented by the Patriarchate, have been positively evaluated by the Commission for the Holy Land. In 2015, three projects were selected, and are briefly described below.

#### Renovation of the monastery of Jaffa of Nazareth

Jaffa of Nazareth is situated only a few kilometres north of Nazareth, in the state of Israel. The local parish includes some 580 families and the complex includes, apart from the church itself, a school, a kindergarten, the residence of the Parish Priest including his office, and a house for the Religious Sisters. The work that will be implemented over the next three years includes the expansion of the number of classes to enable the school to accommodate students to the level of higher secondary education with the consequent displacement of the kindergarten, and of the accommodation of the Priest and Sisters to a new building. Currently, the school and kindergarten have 555 students.

#### Completing the ground floor of the Centre of Our Lady of Peace in Jordan and the construction of a Cultural Centre

The Centre of Our Lady of Peace was opened near Amman in 2004 by the Latin Patriarchate of Jerusalem and currently offers a range of services for people with disabilities, as well as supporting Church youth movements in Jordan in various ways. In finishing the ground floor of the Centre, more office space will be available, as well as meeting rooms and an apartment for the Sisters who live there.

#### Final phase of the new Church and the Marj Alhamam Complex in Jordan.

Located on the outskirts of Amman, the city of Marj Alhamam directly serves an area where there are about 1,500 faithful. The Sisters of Saint Joseph of the Apparition live in the Convent of Marj Alhamam. They currently have 15 novices and postulants. The pastoral work of this community is of great help to the people. Whereas the church could accommodate up to 120 people, the new Parish, under construction, will have a capacity of 600 people and a new hall for 500 people. The work is currently in its final phase.

### 2014 APPROVED PROJECTS

#### AT THE REQUEST OF THE LATIN PATRIARCHATE OF JERUSALEM

**These projects are in design and tendering stage.****IRBED: Parish Priest residence**

Third largest city in Jordan. The priest house needs major maintenance especially a very old electrical system. Projected cost \$155.000

**ASHRAFIEH: School and Hall reconstruction.**

The pillars of this elementary school on the outskirts of Amman are crumbling and potentially dangerous.

Projected cost: \$ 576,000.

**JENIN: Church, Rectory, Hall & External Facilities**

Renovate part of priest house to double the size of the current chapel and renovate part of the adjoining building for a new priest house. The parish serves 75 families. Projected cost \$400.000

**ZARKA North: Parish office and the Salon**

Significant water damage to the parish offices and the salon. Projected cost: \$85.000

**MARFAK: School Compound**

Very near Syrian border, first stop of many refugees. The church and school need significant maintenance including an extra floor to go beyond 9th grade up to 12th so children can stay in the parish. The school also needs more laboratories and additional bathrooms. Projected cost \$303.000



**Professor Thomas McKiernan directs the Commission of the Grand Magisterium for projects in the Holy Land.**

**2013 PROJECTS**

AT THE REQUEST OF THE LATIN PATRIARCHATE OF JERUSALEM

**The Bir Zeit Primary School in the Palestinian Territories of the West Bank**

This institution accommodates 28 girls and 42 boys, and is staffed by four teachers. Almost 80 families work hand-in-hand with educators so that the children may grow and be taught in peaceful surroundings. This project, which is part and parcel of a renovation of the entire educational system situated in a university town with its thriving Catholic parish of the Immaculate Conception, provides for the renewal of school equipment and the restoration of the outdoor recreational areas. The expenditure amounts to just over €203,000.

**"Our Lady of Peace" Centre in Amman, Jordan**

For the past ten years this Centre has cared for 120 persons, children and adults alike, with special needs. In the next five years the accommodation capacity is expected to double. Currently it needs to be equipped with facilities for physiotherapy and sport, especially by re-developing the swimming pool and extensive garden. The kitchen also needs to be overhauled.

The cost of the entire project amounts to €240,000, with an initial tranche of €121,000 required.

### **A church in the northern district of Jordan**

In the northern Jordanian city of Ajloun, renowned for its XII Century medieval Arabian castle, the local parish church stands in need of some urgent repair work: roof insulation, re-painting and electrical wiring, to name but a few elements. The estimated cost for the repairs is €47,800.

### **The presbytery in a Jordanian parish**

The parish presbytery in the central Jordanian city of Fuheis, situated approximately twenty kilometres from Amman, requires some refurbishment of its sanitary system as well as some repairs to the kitchen and dining room. The total cost of the work amounts to €68,100.

### **A clergy residence south of Amman**

At Naour, a small town south of Amman, a residence for priests needs to be brought up to standard by providing proper heating insulation inside the building and replacing the solar panels and antennae at a cost of €64,150.

### **A convent for Religious Sisters in Amman**

At the Patriarchal Vicariate of Amman, in a convent that houses some Religious Sisters, the kitchen equipment needs to be repaired and the bathroom facilities need renewing. The total cost amounts to €25,200.

### **AT THE REQUEST OF THE HOLY SEE AND THE MEDIATION OF THE *RIUNIONE OPERE AIUTO CHIESE ORIENTALI* (ROACO)**

In 2013 the Grand Master of the Order approved the financing of eight projects in the Holy Land and Egypt that had been submitted by the *Riunione delle Opere di Aiuto alle Chiese Orientali – ROACO*. This Institution, of which the Order is a member, is presided over by Cardinal Leonardo Sandri, Prefect of the Congregation for the Oriental Churches.

### **A new church in Upper Egypt**

Located south of Assiut, in the vicinity of the Aswan Dam, and on the west bank of the river Nile, the Order is contributing €40,000 towards the construction of a church in the village of Abu-Hemar for 500 Christians who reside there. The church building, which is proceeding in great part due to the active involvement of the parishioners in the construction work, will include a centre for pastoral outreach and literacy development, and will also comprise a health centre for medical emergencies in a village that would otherwise be devoid of such services. In fact the entire area is served by just one priest who travels to the church on foot or by donkey from the city of Sohag, the seat of the Catholic Coptic bishop which is located some 65 kilometres away.

### **The restoration of a church in Cairo**

The Order is contributing € 91,000 towards the restoration of a Latin Rite Catholic church dedicated to St. Mark in the Egyptian capital. This church is a testimony to the presence of Christians in the Muslim Quarter of Shoubra.

### **Renovations to a church near Naplouse**

In the small town of Rafidia near Nablus, situated within the Palestinian Territories, the Melkite Greek Catholic Church of St. John the Baptist will be restored thanks to a contribution of €16,000 guaranteed by the Order.

### **Renovations to a school in Bethlehem**

Founded in 1893, this school is run by the Sisters of the Rosary in Bethlehem and currently accommodates 267 pupils, both Christians and Muslims. The walls, courtyard and equipment will be renovated on the basis of a contribution by the Order in the amount of €27,000.

### **New computers for young, hearing-impaired students in Bethlehem**

The Information Technology Laboratory in the "Effetà-Paul VI" school has been modernized: €12,000 was donated by the Order which enabled the school to purchase 15 computers for deaf or hearing-impaired students. The school, founded in 1971 at the request of Pope Paul VI,



is run by the Sisters of Saint Dorothy, Daughters of the Sacred Heart, and currently accommodates 160 Palestinian hearing-impaired boys.

#### **Restoration of a centre for children with disabilities in Ain Karen**

The Daughters of Charity of Saint Vincent de Paul take care of 58 children and young persons with severe disabilities in Ain Karen, in the town where Our Lady visited her cousin Elisabeth. As a result of a donation of €63.000 from the Order it was possible to reinforce the centre's roof which had been damaged by heavy rain.

#### **Maintenance of a crèche in Haifa**

In the Israeli town of Haifa, the Religious Daughters of Saint Anne care for 300 Muslim, Christian and Druze children ranging from six months to five years. The restoration of the crèche has been made possible thanks to a contribution by the Order in the amount of €40,000.

#### **Educational material for a secondary school in Amman**

Saint Joseph's School, an educational gem both in the eyes of the Jordanian nation and the Franciscan Sisters of the Immaculate Heart of Mary, educates 800 students, half of whom are Christians. Following financial assistance totaling €70,000 the Order has been able to provide almost all of the new educational material necessary.

## EXHIBIT 39

## 1 SUPERIOR COURT OF CALIFORNIA

## 2 COUNTY OF SAN BERNARDINO

3 \_\_\_\_\_/  
4 BENJAMIN SERYANI A/K/A BENJAMIN  
5 SEMAAN SIRYANI, AN INDIVIDUAL, AND  
6 SYNERGY SELECT ONE, LLC, AN INDIANA  
7 LIMITED LIABILITY CORPORATION DOING  
8 BUSINESS IN CALIFORNIA,  
9 Plaintiffs,

10 vs.

CASE NO:  
CIVDS1925212

11 THE HOLY SEE A/K/A VATICAN CITY STATE  
12 (HS/VCS) A/K/A VATICAN NATION;  
13 AMERICAN UNIVERSITY OF MADABA INC.;  
14 AMERICAN UNIVERSITY OF MADABA COMPANY;  
15 AMERICAN UNIVERSITY OF MADABA CAMPUS,  
16 BOARD OF TRUSTEES; LATIN PATRIARCHATE  
17 OF JERUSALEM; LATIN PATRIARCHAL  
18 VICARIATE ECCLESIASTICAL COURT;  
19 VATICAN FOUNDATION ST. JOHN THE BAPTIST;  
20 MUKAWER CASTLE FOR EDUCATION COMPANY;  
21 HONORABLE JUDGE FR. DR. MAJDI SIRYANI,  
22 A CALIFORNIA RESIDENT; HIS BEATITUDE  
23 FOUAD AL-TWAL; HIS EXCELLENCY ARCHBISHOP  
24 PIERBATTISTA PIZZABALLA; HIS EXCELLENCY  
25 ARCHBISHOP BISHARA MAROUN LAHHAM; HIS  
EXCELLENCY ARCHBISHOP WILLIAM SHOMALI;  
HIS EXCELLENCY ARCHBISHOP ANTONIO FRANCO;  
CARDINAL SECRETARY OF STATE HIS EMINENCE  
PIETRO PAROLIN; AND DOES 1 THROUGH 200,  
INCLUSIVE,

Defendants.

19  
20 JOB #:202369

21 REMOTE VIDEOCONFERENCE DEPOSITION OF: JUBRAN SALAMEH

22 DATE: THURSDAY, NOVEMBER 11, 2021

23 TIME: 7:17 A.M.

24 PLACE: REMOTE

25 REPORTER: CONNIE WEBB, CSR NO. 10811

## APPEARANCES

For the plaintiffs:

ROBERT SPITZ, ESQUIRE  
THE LAW OFFICE OF ROBERT J. SPITZ  
204 North San Antonio Avenue  
Ontario, California 91762

For the defendant, The Latin Patriarchate of Jerusalem:

DAVID COLELLA, ESQUIRE  
FULLERTON, LEMANN, SCHAEFER & DOMINICK, LLP  
215 North D Street  
San Bernardino, California 92401

For the defendant, The Roman Catholic Archbishop of Los Angeles:

MICHELE FRIEND, ESQUIRE  
CLARK & TREVITHICK  
445 South Figueroa Street, 18th Floor  
Los Angeles, California 90071

Also present:

Diana Norman, interpreter

DEPOSITION OF JUBRAN SALAMEH, taken on behalf of  
the plaintiffs in Eureka, California, on November 11,  
2021, at 7:17 a.m., before Connie Webb, CSR No. 10811.

WITNESS INDEX

WITNESS

PAGE

JUBRAN SALAMEH  
By Mr. Spitz:

5

EXHIBITS MARKED

(No exhibits marked.)

1 THURSDAY, NOVEMBER 11, 2021

2 . . .

3 7:17 A.M.

4 . . .

5  
6 THE REPORTER: Good morning, everyone.

7 My name is Connie Webb, CSR 10811, and I'm  
8 located at my office in Eureka, California. Today's date  
9 is Thursday, November 11, 2021, and the time is 7:17 a.m.

10 This is the remote Zoom deposition of Jubran  
11 Salameh in the matter of Benjamin Seryani, et al., versus  
12 The Holy See, et al., case number CIVDS1925212, taken on  
13 behalf of the plaintiffs.

14 This deposition and any transcript produced  
15 therefrom will be handled pursuant to California CCP  
16 2025.

17 Will counsel please state your appearances  
18 starting with the noticing attorney?

19 MR. SPITZ: Yes. My name is Robert Spitz, and  
20 I represent the plaintiff in this action.

21 MS. FRIEND: Good morning. My name is Michele  
22 Friend. I represent the specially appearing defendant,  
23 the Roman Catholic Archbishop of Los Angeles, a  
24 corporation sole.

25 MR. COLELLA: And good morning. My name is

1 David Colella. I represent all other specially appearing  
2 defendants as well as the witness.

3 THE REPORTER: And Madam Interpreter, if you  
4 could raise your right hand to be sworn?

5

6 DIANA NORMAN

7 did solemnly swear or affirm that the  
8 interpretation given in this deposition will be from  
9 English to Arabic and from Arabic to English to the best  
10 of her ability.

11 THE REPORTER: And Mr. Salameh, if you could  
12 raise your right hand to be sworn?

13

14 JUBRAN SALAMEH,

15 a witness called on behalf of the plaintiffs,  
16 having been first duly sworn to testify to the truth,  
17 the whole truth, and nothing but the truth, was  
18 examined and testified on his oath as follows:

19 THE REPORTER: Thank you.

20

21 EXAMINATION

22

23 BY MR. SPITZ:

24 Q Mr. Salameh, would you please state your full  
25 name and spell your first name and your last name for the

1 record?

2 A My name is Jubran Salameh. Jubran,  
3 J-U-B-R-A-N; Salameh, S-A-L-A-M-E-H.

4 Q Sir, may I refer to you as Mr. Salameh during  
5 this deposition?

6 A Yes.

7 Q Do you have any understanding of the English  
8 language when I speak in English?

9 A A little bit. Not a lot.

10 Q So it's important for you to wait until the  
11 interpreter completes the translation before you begin to  
12 answer.

13 Can you do that?

14 A Yes.

15 Q Have you had your deposition taken before?

16 A No.

17 Q So some basic rules, we -- you're under oath.  
18 And we just ask you to give your best answers to all the  
19 questions that I ask. If you don't know the answer -- if  
20 you don't know the answer to a question, please just let  
21 us know that you don't know that. But if you have a  
22 partial understanding and you know something about the  
23 question, we ask that you tell us what you do know and  
24 the areas that you don't -- you're not familiar with.

25 Have you taken any medication today that might



1     affect your memory or ability to testify?

2           A     No.

3           Q     Is there any reason you would not be able to  
4     give your best testimony today?

5           A     No.

6           Q     I may ask you questions relating to amounts of  
7     money or dates.  You may not know the exact amount or  
8     date.  Give us your best recollection.

9                     Have you received a copy of your deposition  
10    notice?

11          A     Yes.

12          Q     Are you able to see this document that's on the  
13    screen that says Plaintiff's Second-amended Notice of  
14    Deposition?

15          A     Yes.

16          Q     On page -- do you have a copy of this document  
17    in front of you today?

18          A     Yes.

19          Q     On page two of this document, it has a number  
20    of topics with regard to your deposition.

21                     Have you read those topics?

22          A     Yes.

23          Q     And then down -- starting on page eight, it has  
24    some requests for documents.

25                     Have you had a chance to see those?

1           A     Not all of it.

2           Q     Have you obtained any of the documents that  
3 have been requested?

4           A     No.

5           Q     Where --

6                   MR. COLELLA: Just to be clear, I did email one  
7 document this morning that is responsive to RFP  
8 number one.

9                   MR. SPITZ: Who did you mail that to, David?

10                  MR. COLELLA: I emailed it to all the  
11 attorneys, Adam, to you, to Michelle and then to your  
12 general law office at Robert Spitz.

13                  MR. SPITZ: What time?

14                  MR. COLELLA: About five minutes ago.

15                  And just to be clear, what it reflects is the  
16 initial contribution of the LPV -- or capital  
17 contribution of the LPG towards AUMC that was years ago,  
18 back when it was formed.

19                  MR. SPITZ: Does Mr. Salameh have a copy --

20           Q     Mr. Salameh, do you have a copy of the that the  
21 attorney sent to us?

22           A     Yes.

23           Q     And Mr. Salameh, what is the reason you have  
24 not been able to obtain any other documents for this  
25 deposition today?

1 A Because there are no documents.

2 Q Is there a reason that there are no documents?

3 MR. COLELLA: Objection. Vague and ambiguous.

4 Q (By Mr. Spitz) Mr. Salameh, are you able to  
5 answer the question?

6 A Regarding the documents, there are no  
7 documents.

8 Q Okay. We'll get into that a little bit later.  
9 Do you see this --

10 THE INTERPRETER: Go ahead, please.

11 Q (By Mr. Spitz) Do you see on the screen the  
12 request for production number nine?

13 A Yes.

14 Q It asks for bank account transactions between  
15 AUMC and LPJ.

16 A There is only the capital. There's no other  
17 documents. There is no other transactions.

18 Q Are you saying that LPJ has never provided any  
19 money to AUMC?

20 MR. COLELLA: Objection. Misstates testimony.

21 MR. SPITZ: You may answer.

22 THE INTERPRETER: Interpreter is asking to  
23 repeat.

24 THE WITNESS: So I don't have any knowledge of  
25 any transactions or transfers from LPJ for the loans.

1 Q (By Mr. Spitz) We are going to refer to  
2 American University of Madaba Company, LLC as AUMC for  
3 this deposition. Okay?

4 What is your position with AUMC?

5 THE INTERPRETER: Interpreter needs to ask for  
6 a repeat of the beginning.

7 THE WITNESS: So I recently was employed as a  
8 general director of the company.

9 Q (By Mr. Spitz) And when did that happen?

10 A On October 27th.

11 Q This year, 2021?

12 A Yes.

13 Q So you've been employed by AUMC for  
14 approximately two weeks, correct?

15 A Yes.

16 Q Do you have any knowledge of the financial  
17 records of AUMC prior to October 27th, 2021?

18 A Yes. I have the -- the balance statements or  
19 the --

20 THE INTERPRETER: One moment.

21 MR. MUSLEH: Excuse me.

22 Financial balance.

23 THE WITNESS: The financial balance statements.

24 THE INTERPRETER: And the interpreter did not  
25 hear the last part.

1 I'll...

2 THE WITNESS: In the industry and commerce.

3 MR. MUSLEH: With the ministry of industry.

4 THE WITNESS: Ministry of industry and  
5 commerce.

6 THE INTERPRETER: And this is the interpreter  
7 speaking. It's a little bit -- are there any headphones,  
8 by any chance that the witness has or can the witness get  
9 closer to the microphone?

10 So the interpreter indicated if the witness can  
11 maybe get closer to where the mic is on the computer and  
12 speak louder and slower. Because the voice is not  
13 carrying too clearly through the microphone.

14 THE WITNESS: Okay.

15 Q (By Mr. Spitz) So you have access to the  
16 current balance statements that have been provided to the  
17 Jordanian Ministry of Industry and Commerce, correct?

18 A Yes. I have those financial statements from  
19 2011 to 2016.

20 Q Do you have copies of the audit reports  
21 prepared by independent accountants for AUMC?

22 A No.

23 Q And why do you not have those audit reports?

24 A Because I'm still very new on the position. I  
25 still haven't had time to see anything.

1 Q Who had that position before you?

2 A It was commission of directors.

3 MR. MUSLEH: It's management committee. It's  
4 called management committee.

5 THE WITNESS: Management committee.

6 Q (By Mr. Spitz) And who was the head of that  
7 committee?

8 A The Bishop.

9 Q The name of the Bishop?

10 A William Shomali. Yes, William Shomali.

11 Q And is there a reason he is not able to give  
12 his deposition today?

13 A Because the authority of the management --

14 MR. MUSLEH: Sorry. The term of the  
15 management.

16 THE WITNESS: So the term of the management  
17 committee has ended.

18 Q (By Mr. Spitz) Well, that doesn't prevent him  
19 from testifying. Why can't he be here today?

20 MR. COLELLA: Objection. Vague. Ambiguous.  
21 Speculation.

22 Q (By Mr. Spitz) You may answer.

23 A I do not know.

24 Q It seems like you are not the proper person to  
25 testify since you've only been in this position for two

1 weeks; isn't that correct?

2 MR. COLELLA: Objection. Argumentative.

3 Q (By Mr. Spitz) You may answer.

4 A I am a new director.

5 Q It seems that the authority of the committee  
6 and William Shomali was intentionally terminated so that  
7 he could not appear today; isn't that correct?

8 MR. COLELLA: Objection. Argumentative.  
9 Speculation. And I'll admonish the witness that, unless  
10 he has personal knowledge about the expiration, that he  
11 does not need to respond to this argumentative, harassing  
12 question.

13 MR. SPITZ: This is not argumentative or  
14 harassing, Mr. Colella. You and your people have  
15 intentionally terminated Mr. Shomali from testifying  
16 today.

17 MR. COLELLA: This is David again.

18 So while I appreciate your conjecture and  
19 speculation, Mr. Spitz, you've asked the AUMC to  
20 designate a PMK. That's what AUMC has done, and  
21 Mr. Salameh is here as the PMK. You can ask your  
22 questions and see what answers you get.

23 MR. SPITZ: We will be filing a motion with the  
24 court in San Bernardino County regarding your failure to  
25 provide a proper person as the PMK for AUMC, Mr. Colella.

1 MR. COLELLA: Sure. That seems to be your  
2 pattern and practice. So that doesn't surprise me.

3 MR. SPITZ: And your pattern and practice is to  
4 avoid answering questions and providing documentation,  
5 Mr. Colella.

6 MR. COLELLA: Well, again, I appreciate your  
7 position on this. But do you have any questions to ask  
8 of the witness? 'Cause you and I can have this  
9 conversation offline rather than wasting the witness's  
10 time.

11 Q (By Mr. Spitz) Mr. Salameh, other than the  
12 current balance statement provided to the ministry of  
13 industry and commerce, have you reviewed any other  
14 documents for your deposition today?

15 A So no. I only reviewed those balance --  
16 financial -- those financial statements for the Ministry  
17 of Industry and Commerce.

18 Q And what years have you reviewed those  
19 statements for?

20 A I already gave my response previously to that.  
21 From the year 2011 to the year 2016.

22 Q And are you familiar with all of those  
23 statements?

24 A Yes.

25 Q Are you able to provide my office with copies



1 of the statements from each of those years from 2011  
2 until the present time?

3 MR. COLELLA: Objection. I'll object that this  
4 is beyond the scope of any request for production made by  
5 Mr. Spitz and as irrelevant to the jurisdictional issues  
6 of this case.

7 Q (By Mr. Spitz) You may answer.

8 A It's supposed to be done through the attorney.

9 Q So you have access to these records I  
10 described, but you have not sent them to the attorney.

11 Is that correct?

12 A Yes. Yes, I have not provided them to the  
13 attorney.

14 Q Do you have access to the bank account records  
15 of AUMC?

16 A No. No, I don't. I don't have any documents  
17 apart from the financial statements.

18 Q Is there a reason why, as the general director  
19 of AUMC, you do not have access to its bank account  
20 records?

21 A This is the only thing that I found to be there  
22 because the thing is that the company is currently not  
23 operational.

24 Q Why is the company not currently operational?

25 A Because its function or its work was finished

1 or ended. Actually it has not been operational or  
2 operating since quite a long time ago.

3 Q And when did it stop operating?

4 A Approximately around 2015.

5 Q What entity took the place of AUMC in 2015?

6 MR. COLELLA: Objection. Vague. Ambiguous.  
7 Lack of foundation.

8 Q (By Mr. Spitz) You may answer.

9 A I do not know. I have no knowledge.

10 Q So are you saying that the balance sheet that  
11 you submitted -- that you reviewed that was submitted to  
12 the ministry of industry and commerce has no information  
13 on it?

14 A What information? Information about what? It  
15 does have information.

16 Q What information does it have?

17 THE INTERPRETER: The interpreter needs a  
18 repeat.

19 THE WITNESS: So the balance sheet has the  
20 financial tables for the company.

21 MR. SPITZ: All right. Just a moment.

22 THE INTERPRETER: Oh, and the interpreter's  
23 timer has gone off. May we take a ten-minute break?

24 MR. SPITZ: Yes. I'll get these --

25 Let's say approximately just after the hour,

1 one or two minutes after the hour we can return.

2 THE INTERPRETER: Thank you.

3 MR. SPITZ: All right. Off the record.

4 (Pause in proceedings.)

5 Q (By Mr. Spitz) Let me see here. Mr. Salameh,  
6 have you seen this document before?

7 A No. This is the first time I am seeing it.

8 Q This is an independent auditor's report  
9 prepared by this company, Michel Sinbaha. Do you know  
10 them, that company?

11 A No. Michel -- so I don't know -- I don't know  
12 what these documents are. These are not the documents  
13 that are sent to the ministry -- to the ministry.

14 Q So your understanding is that the independent  
15 auditor's report is not submitted to the Department of  
16 Ministry?

17 MR. COLELLA: Objection. Lack of foundation.

18 MR. SPITZ: I see Musleh conversing with the  
19 deponent.

20 Musleh, you should not be speaking to the  
21 deponent at any time. You may interrupt in order to  
22 correct any mistranslation. But I don't want to see you  
23 speaking any more to the deponent and giving him answers  
24 to the questions.

25 MR. MUSLEH: Sure. Sure. Just translating.

1 MR. SPITZ: If you have a translation issue,  
2 you may speak it to the interpreter. But do not speak  
3 any language to the deponent. You've done that in the  
4 past. You need to stop doing that.

5 MR. MUSLEH: I didn't do that. I only  
6 translated. This is this time I only spoke about  
7 translation. I will only speak with the translator only.  
8 But I didn't do that before.

9 Q (By Mr. Spitz) Mr. Salameh, do you see this  
10 financial statement prepared by auditors in 2013?

11 MR. COLELLA: Objection. Lack of foundation.

12 THE INTERPRETER: And the beginning of the  
13 response was, "Yes, I" -- before the objection came.

14 Q (By Mr. Spitz) Does this financial statement --  
15 Go ahead. Did you have something to add?

16 A So yes, I can -- I can see the document. But  
17 hold on just a minute. Let me open this document in the  
18 documents I have. Let me see if it's the same one or not  
19 the same one.

20 MS. FRIEND: Mr. Spitz, just for the record,  
21 can you identify the exhibit and page number?

22 MR. SPITZ: This is Exhibit 3 to the deposition  
23 today. It is -- this is page 4 of 18 pages of this  
24 document.

25 Q Mr. Salameh, is this document the same as the

1 document that you have in your possession?

2 A No. It's different. It's completely  
3 different.

4 Q And what document are you looking at, other  
5 than this one?

6 A This one.

7 Q What is that document that you're looking at?

8 THE INTERPRETER: Okay. The interpreter would  
9 like to ask for repeat.

10 THE WITNESS: So this are the -- the financial  
11 statements for the year ending -- so 31st of December,  
12 2013. And this is also a report of the auditors for the  
13 AUMC, LLC for the company of American University in  
14 Madaba. And it is also stamped -- or it has a stamp on  
15 it saying that it was provided to or delivered to the  
16 Ministry of Industry and Commerce. And this is the  
17 certified document in Jordan.

18 MR. MUSLEH: Excuse me. Accredited.

19 THE WITNESS: Accredited.

20 MR. MUSLEH: Accredited one in Jordan.

21 THE WITNESS: And this is the accredited one in  
22 Jordan.

23 Q (By Mr. Spitz) Does your document show total  
24 assets of \$46 million?

25 A No.

1 Q What is the amount?

2 MR. COLELLA: Objection. This question has  
3 nothing to do with jurisdiction which is the purpose for  
4 this deposition. The deponent has testified that the  
5 document you are trying to show him on the screen does  
6 not match that which he has. And the amount of total  
7 assets is irrelevant.

8 So I'm going to instruct the deponent not to  
9 respond to this question as -- to the extent it's private  
10 information.

11 MR. SPITZ: Mr. Colella, if I can't get answers  
12 to questions from this deponent, then we'll be filing a  
13 motion to -- for sanctions against AUMC for its failure  
14 to provide a person who has the ability to testify. The  
15 assets are relevant.

16 MR. COLELLA: As you well know, the purpose for  
17 this deposition is related to jurisdiction. If you want  
18 to ask --

19 Oh, go ahead, Miss Translator.

20 If you want to ask about transactions or  
21 interactions between AUMC and entities in the United  
22 States or in California, that's fine. Ask away.

23 However, asking amounts of assets in general  
24 has zero to do with jurisdiction.

25 So you can ask your question.

1 Q (By Mr. Spitz) Mr. Salameh, what is the amount  
2 of fixed assets on the document that you have in front of  
3 you?

4 MR. COLELLA: Same objection and same  
5 instruction not to respond to the extent that it's  
6 private information.

7 Q (By Mr. Spitz) Mr. Salameh, can you answer the  
8 question?

9 A No.

10 Q What is the reason you're unable to answer my  
11 question?

12 A The instructions given by the attorney. The  
13 attorney gave instructions to me.

14 Q In the year 2013, what entity was the owner of  
15 the buildings used by the American University of Mandaba?

16 A The Latin Patriarchy.

17 Q In the years 2011 through 2013, did the Latin  
18 Patriarchate own the University of Madaba Company, LLC?

19 A Yes.

20 Q During that time period, between 2011 and 2013,  
21 did the Latin patri --

22 Go ahead.

23 Did the Latin patriarchate of Jerusalem  
24 transfer funds to the American University of Madaba?

25 A So just the capital that was transferred from

1 the patriarchy.

2 Q And what was the amount of capital transferred  
3 from LPJ to AUMC?

4 A 1,000 dinar.

5 Q And where did a -- all right.

6 AUMC -- so you're saying that AUMC is not the  
7 owner of any of the assets or property used by AUM?

8 A Yes.

9 Q And you're saying that all -- all right. When  
10 I use the word -- the words AUM, I mean the school  
11 itself. And when I use the letters LPJ, I mean the Latin  
12 Patriarchate of Jerusalem. Okay?

13 Do you understand?

14 A Yes.

15 Q So it's your understanding that at all times  
16 LPJ has been the owner of the buildings and assets of  
17 AUM?

18 A Yes. Yes, they were -- they are the owner.

19 Q Then what is AUMC?

20 MR. COLELLA: Objection. Vague and ambiguous.

21 Q (By Mr. Spitz) You may answer for the years  
22 2011 to 2013.

23 What is AUMC?

24 A So the company -- the university company or the  
25 company for the university is often there to help the



1 Latin patriarchy.

2 Q What does it do?

3 A So its role was getting loans from banks.

4 Q Who receives those? What entity receives those  
5 loans?

6 A Can you repeat the question, please?

7 Q What entity receives the money loaned by the  
8 banks?

9 A The Latin Patriarchate.

10 Q In the years 2011 through 2013, did AUMC have  
11 any more money than the 1,000 dollars that is on the  
12 document we were provided?

13 A I do not know what is the document that has  
14 been provided to you that you received.

15 Q Just a moment. Let me see if I have it here.  
16 Are you able to see this document?

17 A Yes.

18 Q This is the document I'm referring to.

19 A So this is the registration of the company.

20 Q And the amount shown here is 1,000.

21 Did the AUMC ever receive any more money than  
22 this initial amount?

23 A So yes. Certainly it received the money from  
24 the loans that was coming to the Latin Patriarchate  
25 through the university.

1 MR. MUSLEH: Sorry. Through AUM company.

2 THE WITNESS: Through AUM company.

3 Q (By Mr. Spitz) So are you saying that, AUM  
4 company received money from the loans made by the banks?

5 A Yes.

6 Q In addition to loans from the bank, did AUM  
7 company also receive money from the Latin Patriarchate?

8 MR. COLELLA: Just a point of clarification, do  
9 you mean other than the initial contribution that was  
10 already testified to?

11 Q (By Mr. Spitz) You may answer.

12 A So there isn't anything that points to that  
13 based on the papers that I have in front of me.

14 Q Do you have any bank account records of AUM  
15 company from 2011?

16 A I already answered this question before. No.

17 Q And do you have -- and so your testimony before  
18 was that you have no bank account records of AUMC from  
19 2011 until the present time?

20 A I said I do not possess or have any documents  
21 pertaining to that.

22 Q Bank records of AUM company?

23 A Yes -- no -- yes, I do not have the bank  
24 statements. I do not have them.

25 Q Who has the authority to obtain bank records of

1 AUM company going back to 2011?

2 A I do not know.

3 Q Does Shomali -- did Shomali have that authority  
4 when he was the director of the committee?

5 A I do not know.

6 Q Have you spoken to Shomali about the finances  
7 of AUM company?

8 A No, I have not spoken to him.

9 Q Have you spoken to Bishop Lahham about the  
10 finances of AUM company?

11 A No.

12 Q Have you spoken to the Latin patriarch, Pier  
13 Pizzaballa?

14 A No, because I'm new.

15 Q Have you spoken to anyone who has knowledge  
16 about the finances of AUM company from 2011?

17 A No. So -- because it was only today when I  
18 received the balance sheets from the ministry.

19 Q When did you first receive notice that you  
20 would be having your deposition taken today?

21 A I only received that last week.

22 Q How many days ago?

23 A Four or five days.

24 Q What actions did you take after receiving that  
25 notice to find documents and records of AUM company?

1           A       So I requested from the ministry to receive the  
2 financial statements from 2011 to 2016.

3           Q       Does AUM Company have any employees at the  
4 present time besides you?

5           A       No. There are no employees.

6           Q       Is there any reason you did not contact Shomali  
7 to get more information?

8           A       No, there isn't anything.

9           Q       Do you have the ability to speak to him,  
10 Mr. Shomali?

11          A       Yes. Yes. But his term was ended or is -- is  
12 finished.

13          Q       Even though his term has ended, you have the  
14 ability to go and speak to him; don't you?

15          A       No, because he is in Jerusalem, and I am in  
16 Jordan.

17          Q       Don't you have the ability to call him?

18          A       Yes. Yes, of course, I can call him. I mean,  
19 that's not forbidden.

20          Q       Who directed you to appear today?

21               MR. COLELLA: Objection. I'm just going to  
22 object to the extent it involves any attorney-client  
23 communication.

24          Q       (By Mr. Spitz) You may answer.

25          A       The response -- the attorney has the response.

1           Q     Did someone from LPJ contact you about your  
2 deposition today?

3           A     It was only the attorney who spoke to me.

4           Q     So your testimony is that you never -- you have  
5 never talked to anyone from LPJ about your testimony  
6 today, correct?

7                   MR. COLELLA:  Objection.

8                   THE WITNESS:  As I responded.

9                   MR. COLELLA:  Objection.  Vague and ambiguous.

10          Q     (By Mr. Spitz) And you have no knowledge about  
11 anything about AUMC, other than the documents from the  
12 Department of Ministry that you have in front of you;  
13 isn't that correct?

14          A     Yes.

15                   MR. SPITZ:  Okay.  Mr. Colella, this is a  
16 complete farce that you've done today.  I'm going to go  
17 off the record for a moment to talk to my client.  We'll  
18 be back in five minutes.

19                   MR. COLELLA:  Sure.

20                   (Pause in proceedings.)

21                   MR. SPITZ:  Madam Court Reporter, we're back on  
22 the record.

23          Q     Mr. Salameh, before you -- during the last  
24 three years, have you been in an accounting position with  
25 LPJ?

1 THE INTERPRETER: If the interpreter heard  
2 correctly...

3 THE WITNESS: I'm still the deputy CEO at the  
4 Latin Patriarchate.

5 Q (By Mr. Spitz) And is -- is that the CEO for  
6 the entire Latin Patriarchate?

7 A No. I am deputy CEO for Jordan only.

8 Q So you had access to the bank account records  
9 of the Latin Patriarchate for its activities in the  
10 Nation of Jordan, correct?

11 MR. COLELLA: Objection. Vague and ambiguous.

12 Q (By Mr. Spitz) You may answer.

13 A Yes.

14 Q Did those records include transactions between  
15 LPJ and AUM company?

16 A Can you repeat the question, please?

17 Q Madam Court Reporter?

18 THE REPORTER: Sure.

19 "Q Did those records include  
20 transactions between LPJ and AUM company?"

21 THE WITNESS: No. As far as my knowledge goes,  
22 there isn't or there aren't in the Jordanian accounts.

23 THE INTERPRETER: If the interpreter heard  
24 correctly.

25 Q (By Mr. Spitz) And the accounting records that

1 you had access to in your position as deputy CEO pertain  
2 only to --

3 Go ahead.

4 THE INTERPRETER: Go ahead, please.

5 Q (By Mr. Spitz) Were the activities of the  
6 patriarchate inside of Jordan, such as schools and  
7 churches and other projects?

8 A Yes, only for schools and churches only.

9 MR. SPITZ: Okay. I have no further questions  
10 for this deponent. He doesn't seem to know anything  
11 about what the purpose of this deposition was. So we --  
12 we have no use for continuing this deposition. We'll be  
13 filing a motion.

14 MR. COLELLA: And while I disagree with your  
15 characterization, I have no questions for this witness.

16 MR. SPITZ: Off the record.

17 (Deposition concluded at 9:04 A.M.)

18 . . .

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## CERTIFICATE OF REPORTER

I, CONNIE WEBB, CSR NO. 10811, hereby certify that the witness in the foregoing deposition, JUBRAN SALAMEH, has duly affirmed, remotely via Zoom videoconference, to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause; that the testimony of said witness was taken down in shorthand by me, a Certified Shorthand Reporter and a disinterested person, at the time and place herein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition nor in any way interested in the outcome of this case, and that I am not related to any of the parties thereto.

I hereto declare under penalty of perjury that the foregoing is true and correct. I have hereunto set my hand on November 18, 2021.

  
CONNIE WEBB, CSR NO. 10811



## ERRATA SHEET

Case Name: Case: Benjamin Seryani et al. v. The Holy See et al

Deposition Date: 11/11/2021

Deponent: Jubran Salameh

Pg.	No.	Now Reads	Should Read	Reason
6	_____	_____	_____	_____
7	_____	_____	_____	_____
8	_____	_____	_____	_____
9	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
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13	_____	_____	_____	_____
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16	_____	_____	_____	_____
17	_____	_____	_____	_____
18	_____	_____	_____	_____
19	_____	_____	_____	_____

Signature of Deponent

SUBSCRIBED AND SWORN BEFORE ME

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Notary Public)

MY COMMISSION EXPIRES: \_\_\_\_\_

EXHIBIT 40



Michel Sindaha & Co.

Certified Public Accountant

Local in Touch, Global in Reach

# American University of Madaba Company LLC

Financial Statements  
For The Year Ended December 31, 2013  
And Independent Auditors' Report

**Index**

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**Michel Sindaha & Co.**

Certified Public Accountant

Local in Touch, Global in Reach

## **Independent Auditors' Report**

**To the Board of Directors**

**American University of Madaba Company LLC**

We have audited the accompanying financial statements of American University of Madaba Company LLC (hereinafter "Company"), which comprise the statement of financial position as at December 31, 2013 and the related statements of income, changes in owner's account and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal controls as management determines is necessary to enable the preparation of financial statements that are free from material misstatements, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance as to whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements present fairly, in all material respects, the financial position of American University of Madaba Company LLC as at December 31, 2013 and its financial performance and cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRS).



**Michel Sindaha & Co.**

**Certified Public Accountants**

**Amman on March 26, 2014.**

P.O.Box 925999, Telephone 962-6-5539346, Fax 962-6-5518395, Email: [info@msc.jo](mailto:info@msc.jo)

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

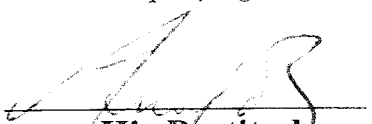
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**Statement of Financial Position**

(All amounts in Jordanian Dinar)

	<u>Note</u>	<u>December 31, 2013</u>	<u>December 31, 2012</u>
<b>Assets</b>			
<b>Current Assets</b>			
Cash and Cash Equivalents	3	468,892	112,012
Accounts Receivable and Prepayments	4	432,650	330,601
Advances to Contractors		36,717	36,717
<b>Total Current Assets</b>		<u>938,259</u>	<u>479,330</u>
<b>Non-Current Assets</b>			
Fixed Assets, net	5	45,524,514	44,406,426
Intangible Assets, net	6	365,024	411,872
<b>Total Assets</b>		<u>46,827,797</u>	<u>45,297,628</u>
<b>Liabilities and Owner's Equity</b>			
<b>Current Liabilities</b>			
Accounts Payable and Accrued Liabilities	7	3,547,692	1,820,070
Payable to Contractors		5,163,679	5,207,769
Contracts Retention		829,762	822,986
Bank Overdraft		256,979	-
Bank Loans	8	6,974,429	5,506,180
<b>Total Current Liabilities</b>		<u>16,772,541</u>	<u>13,357,005</u>
<b>Long Term Liabilities</b>			
Bank Loans	8	31,563,268	30,440,698
<b>Total Liabilities</b>		<u>48,335,809</u>	<u>43,797,703</u>
<b>Owner's Equity</b>			
Share Capital	9	1,000	1,000
Owner's Account		7,461,512	6,596,966
Retained Earnings (deficit)		(8,970,524)	(5,098,041)
<b>Total Owner's Equity</b>		<u>(1,508,012)</u>	<u>1,499,925</u>
<b>Total Liabilities and Owner's Equity</b>		<u>46,827,797</u>	<u>45,297,628</u>

*The accompanying notes constitute an integral part of the financial statements.*

  
**His Beatitude**  
 Fouad Twal

  
**His Excellency**  
 Maroun Lahham

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Statement of Income**

(All amounts in Jordanian Dinar)

	<u>Note</u>	<u>2013</u>	<u>2012</u>
Revenues	<b>10</b>	<b>3,968,285</b>	1,767,907
Direct Costs	<b>11</b>	<u>(4,737,654)</u>	<u>(3,276,573)</u>
<b>Operating Deficit</b>		<u>(769,369)</u>	<u>(1,508,666)</u>
General and Administrative Expenses	<b>12</b>	(418,581)	(141,041)
Salaries and Related Benefits		(637,296)	(673,392)
Depreciation	<b>5</b>	(1,969,113)	(1,302,249)
Amortization of Intangible Assets	<b>6</b>	(46,848)	(46,848)
Interest Expense		<u>(31,276)</u>	<u>(22,505)</u>
<b>Deficit for the Year</b>		<u><u>(3,872,483)</u></u>	<u><u>(3,694,701)</u></u>

*The accompanying notes constitute an integral part of the financial statements.*

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

---

**Statement of Changes in Owner's account**

(All amounts in Jordanian Dinar)

	<u>Share Capital</u>	<u>Owner's Account</u>	<u>Retained Earnings (deficit)</u>	<u>Total</u>
<b>Balance at 31 December 2011</b>	<u>1,000</u>	<u>4,809,454</u>	<u>(1,403,340)</u>	<u>3,407,114</u>
Funding from owner	-	1,787,512	-	1,787,512
Deficit for the year	-	-	(3,694,701)	(3,694,701)
<b>Balance at 31 December 2012</b>	<u>1,000</u>	<u>6,596,966</u>	<u>(5,098,041)</u>	<u>1,499,925</u>
Funding from owner	-	864,546	-	864,546
Deficit for the year	-	-	(3,872,483)	(3,872,483)
<b>Balance at 31 December 2013</b>	<u>1,000</u>	<u>7,461,512</u>	<u>(8,970,524)</u>	<u>(1,508,012)</u>

*The accompanying notes constitute an integral part of the financial statements.*



**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Statement of Cash Flows**

(All amounts in Jordanian Dinar)

	<u>Note</u>	<u>2013</u>	<u>2012</u>
<b>Operating Activities</b>			
Deficit for the year		(3,872,483)	(3,694,701)
<i>Adjustments to reconcile deficit for the year to net cash (used in) from operating activities:</i>			
Depreciation	5	1,969,113	1,302,249
Amortization	6	46,848	46,848
Increase in accounts receivable and prepayments		(102,049)	(129,895)
Increase in advances to contractors		-	(36,717)
Increase (decrease) in accounts payable and accruals		1,727,622	(432,760)
(Decrease) increase in payables to contractors		(44,090)	2,436,435
Increase in contracts retention		6,776	-
<b>Net cash flows used in operating activities</b>		<u>(268,263)</u>	<u>(508,541)</u>
<b>Investing Activities</b>			
Purchase of fixed assets	5	<u>(3,087,201)</u>	<u>(7,131,741)</u>
<b>Net cash flows used in investing activities</b>		<u>(3,087,201)</u>	<u>(7,131,741)</u>
<b>Financing Activities</b>			
Bank loans		2,590,819	5,954,990
Bank overdrafts		256,979	-
Owner's account		864,546	1,787,512
<b>Net cash flows from financing activities</b>		<u>3,712,344</u>	<u>7,742,502</u>
<b>Net increase in cash and cash equivalents</b>		<b>356,880</b>	102,220
Cash and cash equivalents at the beginning of year		<u>112,012</u>	<u>9,792</u>
<b>Cash and cash equivalents at the end of year</b>	3	<u><b>468,892</b></u>	<u>112,012</u>

*The accompanying notes constitute an integral part of the financial statements.*

# **American University of Madaba Company LLC**

## **Financial statements for the year ended December 31, 2013**

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### **Notes to the Financial Statements**

(All amounts in Jordanian Dinar)

#### **Note (1) General**

American University of Madaba Company LLC was established by the Latin Patriarchate of Jerusalem and registered on January 27th, 2011 under number 247 as a limited liability company by Companies Control Department in Amman, Jordan.

The main activities of the Company are the management, construction, and operation of universities, schools and educational institutions, in addition to electronic education and financial investments.

Included within these financial statements are the financial statements of the American University of Madaba ("AUM") that was established by the Latin Patriarchate of Jerusalem as a not-for-profit University in the city of Madaba in the Hashemite Kingdom of Jordan. AUM registered its Trade Mark on April 26th, 2012 under certificate number 119164 issued by the Industrial Property Protection Directorate section of the Ministry of Industry & Trade in Amman, Jordan. The main activity of the University is the provision of educational services degrees, academic research, and continuing education and community services. AUM offers a teaching and learning environment built according to the best international standards, and is linked with several noted international universities. On May 10th, 2012, AUM was granted the approval of the New Hampshire Higher Education Commission to operate in the state of New Hampshire and in its Madaba campus offering 18 degree programs in seven Faculties: Engineering, Science, Health Sciences, Art and Design, Business and Finance, Information Technology and Languages and Communications. AUM commenced its operations on October 17th, 2011.

#### **Note (2) Summary of Significant Accounting Policies**

The financial statements are prepared under the historical cost convention in accordance with International Financial Reporting Standards ("IFRS") and the applicable requirements of the Hashemite Kingdom of Jordan Commercial Companies Law.

The financial statements have been presented in Jordanian Dinars (JOD) which is the functional currency of the Company.

The Company incurred a deficit of JOD 3.9 million for the year ended 31 December 2013 and as of that date the Company's current liabilities exceeded its current assets by JOD 15.8 million. The financial statements have been prepared on a going concern basis as the owner is committed to continue in providing the Company with sufficient financial support to enable it to meet its financial obligations for the foreseeable future. The Company expects to cover the deficit in future periods from additional revenues generated from enrollment fees of AUM's new students and new facilities currently under development.

Part of the pre-commencement costs were expensed when incurred, whereas costs incurred in connection with the development of the University's curriculum, licensure, authentication and registration costs were capitalized as intangible assets to be carried at cost less accumulated amortization and accumulated impairment losses.

# American University of Madaba Company LLC

## Financial statements for the year ended December 31, 2013

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### Notes to the Financial Statements (Continued)

(All amounts in Jordanian Dinar)

#### Note (2) Summary of Significant Accounting Policies (Continued)

Following are significant accounting policies being followed by the Company:

##### Cash and cash equivalents

For the purpose of statement of cash flows, cash and cash equivalents comprise of cash in hand and bank balances, with original maturities of less than three months.

##### Accounts receivable

Accounts receivable are stated at original invoice amount less a provision for impairment. An estimate for doubtful debts is made when collection of the full amount is no longer probable. Bad debts are written off as incurred.

##### Fixed assets

Fixed assets are stated at cost net of accumulated depreciation and any impairment in value.

Depreciation is calculated on a straight line basis over the estimated useful lives of the assets, depreciation rates are as follows:

Buildings	2%
Furniture and fixtures	10%
Tools and equipments	20%
Motor vehicles	15%
Library Books and References	7%
Computers and accessories	20%
Electricity Stations	7%
Laboratories	20%
Infrastructure	5%

The carrying values of fixed assets are reviewed for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. If any such indication exists and where the carrying values exceed the estimated recoverable amount, the assets are written down to their recoverable amount, being the higher of their fair value less costs to sell and their value in use.

##### Borrowing costs

Borrowing costs directly attributable to the acquisition, construction or production of an asset that necessarily takes a substantial period of time to get ready for its intended use or sale are capitalized as part of the cost of the respective assets in accordance with International Accounting Standard IAS 23. All other borrowing costs are expensed in the period they occur. Borrowing costs consist of interest and other costs that the company incurs in connection with the borrowing of funds.

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements** (Continued)

(All amounts in Jordanian Dinar)

**Note (2) Summary of Significant Accounting Policies** (Continued)

**Related party transactions**

Related parties represent owner, directors and key management personnel of the Company, and entities controlled, jointly controlled or significantly influenced by such parties. Pricing policies and terms of these transactions are approved by the Company's management. The sales to and purchases from related parties are made at terms equivalent to those that prevail in arm's length transactions.

**Foreign currencies**

Transactions in foreign currencies are recorded at the rate prevailing at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are retranslated at the rate of exchange prevailing at the statement of financial position date. All differences are taken to the statement of income. The exchange rates at the date of the statement of financial position were:

	<u>2013</u>	<u>2012</u>
USD	<b>1.412</b>	1.412
EUR	<b>1.023</b>	1.066
GBP	<b>0.854</b>	0.872

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements (Continued)**

(All amounts in Jordanian Dinar)

**Note (3) Cash and Cash Equivalents**

Cash and cash equivalents consist of:

	<b>F.C</b>	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Cash on Hand		<b>14,426</b>	7,097
Cash at Banks – JOD		<b>402,945</b>	90,755
Cash at Banks – USD	<b>\$ 71,236</b>	<b>50,363</b>	14,160
Cash at Banks – GBP	<b>£ 990</b>	<b>1,158</b>	-
		<b>468,892</b>	<b>112,012</b>

**Note (4) Accounts Receivable and Prepayments**

Accounts receivable and prepayments consist of:

	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Prepayments	<b>117,939</b>	75,534
Scholarships receivable	<b>77,518</b>	83,875
Students receivable	<b>66,344</b>	36,656
Refundable deposits	<b>65,175</b>	69,858
Checks under collection	<b>63,742</b>	34,023
Employees receivable	<b>41,032</b>	29,755
Others receivables	<b>900</b>	900
	<b>432,650</b>	<b>330,601</b>

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

**Notes to the Financial Statements (Continued)**  
(All amounts in Jordanian Dinar)

**Note (5) - Fixed Assets**

Fixed assets consist of:

	Buildings	Infrastructure	Furniture and fixtures	Tools and equipments	Motor vehicles	Library books & references	Computers and accessories	Electricity Stations	Laboratories	Capital work-in-progress	Total
<b>Historical cost</b>											
Beginning Balance	27,399,002	9,968,331	455,615	335,026	789,680	526,256	1,328,162	1,430,725	1,395,065	2,243,976	45,871,838
Additions	1,646,535	794,918	919	41,397	-	8,907	61,047	38,782	263,792	230,904	3,087,201
Transfers	214,864	-	-	(214,864)	-	-	-	-	-	-	-
<b>Total</b>	<b>29,260,401</b>	<b>10,763,249</b>	<b>456,534</b>	<b>161,559</b>	<b>789,680</b>	<b>535,163</b>	<b>1,389,209</b>	<b>1,469,507</b>	<b>1,658,857</b>	<b>2,474,880</b>	<b>48,959,039</b>
<b>Accumulated Depreciation</b>											
Beginning Balance	320,792	280,174	53,985	85,839	98,826	37,774	244,675	104,762	238,585	-	1,465,412
Depreciation for the year	552,752	500,448	45,645	27,004	118,452	37,297	269,474	100,151	317,890	-	1,969,113
<b>Total</b>	<b>873,544</b>	<b>780,622</b>	<b>99,630</b>	<b>112,843</b>	<b>217,278</b>	<b>75,071</b>	<b>514,149</b>	<b>204,913</b>	<b>556,475</b>	<b>-</b>	<b>3,434,525</b>
<b>Net Book Value at 31/12/2013</b>	<b>28,386,857</b>	<b>9,982,627</b>	<b>356,904</b>	<b>48,716</b>	<b>572,402</b>	<b>460,092</b>	<b>875,060</b>	<b>1,264,594</b>	<b>1,102,382</b>	<b>2,474,880</b>	<b>45,524,514</b>
<b>Net Book Value at 31/12/2012</b>	<b>27,078,210</b>	<b>9,688,157</b>	<b>401,630</b>	<b>249,187</b>	<b>690,854</b>	<b>488,482</b>	<b>1,083,487</b>	<b>1,325,963</b>	<b>1,156,480</b>	<b>2,243,976</b>	<b>44,406,426</b>

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements (Continued)**

(All amounts in Jordanian Dinar)

**Note (6) Intangible Assets**

Intangible assets consist of:

	<b>December 31, 2013</b>	December 31, 2012
<b>Cost</b>		
Additions - Start-up, licensure and development costs	<b>468,480</b>	468,480
<b>Total Cost</b>	<b>468,480</b>	468,480
<b>Amortization</b>		
Beginning Balance	<b>56,608</b>	9,760
Amortization for the year	<b>46,848</b>	46,848
<b>Ending balance</b>	<b>103,456</b>	56,608
<b>Net Book Value</b>	<b>365,024</b>	411,872

**Note (7) Accounts Payable and Accrued Liabilities**

Accounts payable and accrued liabilities consist of:

	<b>December 31, 2013</b>	December 31, 2012
Unearned revenues	<b>1,398,740</b>	732,543
Payable to suppliers	<b>1,377,992</b>	760,471
Accrued expenses	<b>319,874</b>	68,593
Social security and income tax payable	<b>161,739</b>	9,603
Students' refundable deposits	<b>124,433</b>	69,228
Outstanding checks	<b>106,258</b>	167,369
Employee payables	<b>58,656</b>	12,263
	<b>3,547,692</b>	1,820,070

**Note (8) Bank Loans**

The Company entered in the following loan facilities' agreements:

1. In September, 2009; the Company signed an agreement with Housing Bank for Trade & Finance to finance the construction of AUM. The loan drawn under the said agreement amounts to JOD 15 million and bears interest of 8.90% per annum. Under the original terms of the loan; the principal amount is repayable in 4 annual installments commencing on September 1<sup>st</sup>, 2009, interest on the loan is payable semi-annually. The loan under the facility agreement is secured by guarantees of the Latin Patriarchate of Jerusalem. The loan has been rescheduled; the principal and interest as of current year end are repayable in equal semi-annual installments of JOD 1,038,000 and JOD 760,000 respectively, final installment is due in 2018. Included in bank loans as of 31 December 2013, is a balance of JOD 21,392,648 pertaining to this loan (31 December 2012: JOD 19,442,868).

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements (Continued)**

(All amounts in Jordanian Dinar)

**Note (8) Bank Loans (Continued)**

2. In November, 2011; the Company signed an agreement with Jordan Kuwait Bank to finance the construction of AUM. The loan drawn under the said agreement amounts to JOD 4 million and bears interest at 9.50% per annum. Under the original terms of the loan; the principal amount is repayable in a single installment on June 30<sup>th</sup>, 2012, interest on the loan is payable on monthly basis. The loan under the facility agreement is secured by a piece of land owned by the Latin Patriarchate of Jerusalem.  
The loan has been rescheduled; the principal as of the current year-end is repayable in equal semi-annual installments of JOD 910,000 with a final principal installment of JOD 140,000 due on June 30<sup>th</sup>, 2015. Included in bank loans as of 31 December 2013, is a balance of JOD 3,781,695 pertaining to this loan (31 December 2012: JOD 3,641,695).
3. In June, 2012; the Company signed an agreement with Bank al Eithad to finance the construction of AUM. The loan drawn under the said agreement amounts to JOD 2.5 million and bears interest of 9.25% per annum. Under the original terms of the loan; the principal amount is repayable in 5 equal installments of JOD 500 thousand commencing on October 30<sup>th</sup>, 2012, interest on the loan is payable on monthly basis. The loan under the facility agreement is secured by guarantees of the Latin Patriarchate of Jerusalem.  
The loan has been rescheduled; the principal as of the current year-end is repayable in equal quarterly-annual installments of JOD 150,000 commencing on October 1<sup>st</sup>, 2013 and ending on October 1<sup>st</sup>, 2018. Included in bank loans as of 31 December 2013, is a balance of JOD 2,473,550 pertaining to this loan (31 December 2012: 2,533,503).
4. During 2011; a loan has been obtained from Jordan Ahli Bank by the Latin Patriarchate of Jerusalem on behalf of the Company to finance the construction of AUM. The loan under the facility agreement is secured by a piece of land owned by the Latin Patriarchate of Jerusalem. Under the terms of the loan; the principal amount is repayable in 72 equal consecutive monthly installments of JOD 47,253 commencing on April 30<sup>th</sup>, 2012. Included in bank loans as of 31 December 2013, is a balance of JOD 3,512,900 pertaining to this loan (31 December 2012: JOD 3,190,441).
5. During 2012; a loan has been obtained from Jordan Commercial Bank by the Latin Patriarchate of Jerusalem on behalf of the Company to finance the construction of AUM. The loan under the facility agreement is secured by pieces of land owned by the Latin Patriarchate of Jerusalem. Under the terms of the loan; the principal amount and the interest are repayable in 8 equal semi-annual installments commencing on July 5<sup>th</sup>, 2013. Included in bank loans as of 31 December 2013, is a balance of JOD 7,138,371 pertaining to this loan (31 December 2012: 7,138,371).
6. During 2013; two loans amounting to JOD 200 and 150 thousands have been obtained from Jordan Ahli Bank by Father Majdi Siryani on behalf of the Company to finance AUM operations. Under the terms of the loans; the principal amount and the interest are repayable in monthly installments expiring on January 31<sup>st</sup>, 2015 and April 30<sup>th</sup>, 2021 respectively. Included in bank loans as of 31 December 2013, is a balance of JOD 238,533 pertaining to both loans (31 December 2012: nil).



**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements** (Continued)

(All amounts in Jordanian Dinar)

**Note (8) Bank Loans** (Continued)

The loans are presented in the statement of financial position, in accordance with the rescheduled terms, as follows:

	<b>December 31, 2013</b>	December 31, 2012
Non-current portion	<b>31,563,268</b>	30,440,698
Current portion	<b>6,974,429</b>	5,506,180
	<b>38,537,697</b>	35,946,878

Current portion represents loan principal installments that are due within 12 months from the date of the statement of financial position; the remaining installments due on the loans are presented as under non-current portion.

**Note (9) Share Capital**

Share capital consists of authorized, issued and fully paid capital of 1,000 shares of JOD 1 each owned by the Latin Patriarchate of Jerusalem as per the Company's registration file number 247 registered on January 27th, 2011 by Companies Control Department in Amman, Jordan.

**Note (10) Revenues**

Revenues consist of:

	<b>2013</b>	2012
Enrollment, admission, application and registration fees (1)	<b>3,274,036</b>	1,460,935
Students and employees transportation revenue	<b>326,853</b>	152,329
Service fees	<b>257,563</b>	114,719
Other revenues	<b>109,833</b>	39,924
	<b>3,968,285</b>	1,767,907

**(1) Enrollment, Admission, Application and Registration Fees**

	<b>2013</b>	2012
Faculty of Business and Finance	<b>1,526,045</b>	686,668
Faculty of Engineering	<b>721,488</b>	329,090
Faculty of Health Science	<b>472,867</b>	207,650
Faculty of Arts and Design	<b>278,281</b>	104,505
Faculty of Information Technology	<b>119,426</b>	54,286
Faculty of Languages and Communication	<b>98,069</b>	46,658
Faculty of Science	<b>39,860</b>	16,629
Application fees	<b>18,000</b>	15,449
	<b>3,274,036</b>	1,460,935

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements** (Continued)  
 (All amounts in Jordanian Dinar)

**Note (11) Direct Costs**

Direct costs consist of:

	2013	2012
Salaries and related benefits	3,121,561	2,041,825
Faculties direct operating costs (1)	1,398,160	854,414
Scientific research (2)	138,555	182,028
Scholarships (3)	79,378	198,306
	<u>4,737,654</u>	<u>3,276,573</u>

**(1) Faculties Direct Operating Costs**

	2013	2012
Faculty of Business and Finance	671,310	413,046
Faculty of Engineering	261,207	154,510
Faculty of Health Science	192,384	114,735
Faculty of Arts and Design	136,812	80,234
Faculty of Information Technology	58,775	34,465
Faculty of Languages and Communication	52,394	31,884
Faculty of Science	25,278	25,540
	<u>1,398,160</u>	<u>854,414</u>

**(2) Scientific Research**

	2013	2012
Scientific Research	65,423	116,383
Travel Expenses for Conferences	23,474	8,668
Publications and Scientific Conferences	21,757	21,570
External Training	15,469	15,819
Training Courses	9,246	15,972
Scientific and Cultural Magazines	3,186	3,616
	<u>138,555</u>	<u>182,028</u>

**(3) Scholarships**

	2013	2012
Monthly Scholarships Allocations	63,569	140,921
Scholarships Expenses	11,399	55,613
Travel & Others	4,410	1,772
	<u>79,378</u>	<u>198,306</u>

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements (Continued)**

(All amounts in Jordanian Dinar)

**Note (12) General and Administrative Expenses**

General and administrative expenses consist of:

	2013	2012
Water and electricity	130,746	-
Cleaning expenses	79,828	-
Security expenses	60,000	-
Vehicles fuel, maintenance, insurance and tracking	36,973	81,447
Hospitality	25,924	6,657
Stationery and printings	17,142	548
Legal fees	12,300	4,540
Audit fees	10,230	11,542
Communication expenses	9,683	4,516
University inauguration	9,106	-
Advertising	6,183	-
Fire and properties insurance	4,303	9,609
Rent	2,547	-
Office and building maintenance	2,225	7,650
Consulting fees	-	9,996
Other expenses	11,391	4,536
	<u>418,581</u>	<u>141,041</u>

**Note (13) Risk Management**

**Credit risk**

Credit risk is the risk that counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Company is exposed to credit risk from its operating activities (primarily for students' receivables). The Company seeks to limit its credit risk with respect to students by monitoring outstanding receivables. Credit risk is limited to the carrying values of financial assets in the statement of financial position. AUM student's enrolment fees are due upon registration with the exception of some students who are granted a period to settle their dues before the end of the semester.

**Interest rate risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company's exposure to the risk of changes in market interest rates relates primarily to the Company's long-term debt obligations and interest bearing bank loans.

**Currency risk**

The Company is subject to fluctuations in foreign exchange rates in the normal course of its business. The Company did not undertake significant transactions in currencies other than JOD during the year. Further, the Company does not hedge its currency exposure by means of hedging financial instruments.

**American University of Madaba Company LLC**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements** (Continued)  
(All amounts in Jordanian Dinar)

**Note (13) Risk Management** (continued)

**Liquidity risk**

The Company limits its liquidity risk by ensuring bank facilities are available. AUM's terms of sales require the settlement of enrolment fees upon registration. Trade accounts payables are normally settled within 45 days of the date of purchase.

**Note (14) Fair Value of Financial Instruments**

Financial instruments comprise of financial assets and financial liabilities.

Financial assets consist of cash and bank balances, advances to contractors, receivables and prepayments. Financial liabilities consist of bank loans, accounts payables and contracts retention.

The fair value of the Company's financial assets and liabilities are not materially different from their carrying values at the statement of financial position date.

EXHIBIT 41



Michel Sindaha & Co.

Certified Public Accountant

Local in Touch, Global in Reach

# American University of Madaba



**Financial Statements  
For The Year Ended December 31, 2013  
And Independent Auditors' Report**

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## Independent Auditors' Report

**To the Board of Trustees  
American University of Madaba  
Madaba, Jordan**

We have audited the accompanying financial statements of American University of Madaba, which comprise the statement of financial position as at December 31, 2013 and the related statements of income, changes in owner's equity and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements present fairly, in all material respects, the financial position of the American University of Madaba as at December 31, 2013 and of its financial performance and cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRS).



**Michel Sindaha & Co.**

**Certified Public Accountants**

Amman, March 26, 2014.



## Statement of Financial Position

(All amounts in Jordanian Dinars)

	Note	December 31, 2013	December 31, 2012
<b>Assets</b>			
<b>Current Assets</b>			
Cash and cash equivalents	3	468,892	112,012
Accounts receivable	4	314,711	255,067
Prepaid expenses	5	117,939	75,534
<b>Total Current Assets</b>		<b>901,542</b>	<b>442,613</b>
<b>Non-Current Assets</b>			
Fixed assets	6	3,415,556	4,070,120
<b>Total Assets</b>		<b>4,317,098</b>	<b>4,512,733</b>
<b>Liabilities and Owner's Equity</b>			
<b>Current Liabilities</b>			
Accounts payable	7	3,226,277	1,751,477
Accrued liabilities	8	318,047	68,593
<b>Total Liabilities</b>		<b>3,544,324</b>	<b>1,820,070</b>
<b>Owner's Equity</b>			
Owner's account		7,678,549	6,959,460
Retained earnings (deficit)		(6,905,775)	(4,266,797)
<b>Total Owner's Equity</b>		<b>772,774</b>	<b>2,692,663</b>
<b>Total Liabilities and Owner's Equity</b>		<b>4,317,098</b>	<b>4,512,733</b>

The accompanying notes constitute an integral part of the financial statements.

Yaser Qasrawi  
Financial Manager

George Hazboun  
University President

**Income Statement**

(All amounts in Jordanian Dinars)

	<u>Note</u>	<u>2013</u>	<u>2012</u>
Revenues	9	3,968,285	1,767,907
Direct costs	10	<u>(4,737,654)</u>	<u>(3,276,573)</u>
<b>Operating Deficit</b>		<u>(769,369)</u>	<u>(1,508,666)</u>
General and administrative expenses	11	(416,551)	(139,011)
Salaries and related benefits		(637,296)	(673,392)
Depreciation	6	<u>(815,762)</u>	<u>(655,765)</u>
<b>Deficit for the Year</b>		<u><u>(2,638,978)</u></u>	<u><u>(2,976,834)</u></u>

*The accompanying notes constitute an integral part of the financial statements.*

**Statement of Changes in Owner's Equity**

(All amounts in Jordanian Dinars)

	<b>Owner's Account</b>	<b>Retained Earnings</b>	<b>Total</b>
<b>Balance at 31 December 2011</b>	<b>1,974,602</b>	<b>(1,289,963)</b>	<b>684,639</b>
Funding from owner	4,984,858	-	4,984,858
Deficit for the year	-	(2,976,834)	(2,976,834)
<b>Balance at 31 December 2012</b>	<b>6,959,460</b>	<b>(4,266,797)</b>	<b>2,692,663</b>
Funding from owner	719,089	-	719,089
Deficit for the year	-	(2,638,978)	(2,638,978)
<b>Balance at 31 December 2013</b>	<b>7,678,549</b>	<b>(6,905,775)</b>	<b>772,774</b>

*The accompanying notes constitute an integral part of the financial statements.*

**Statement of Cash Flows**

(All amounts in Jordanian Dinars)

	<u>Note</u>	<u>2013</u>	<u>2012</u>
<b>Cash Flows from Operating Activities</b>			
Deficit for the year		(2,638,978)	(2,976,834)
Adjustments to reconcile deficit for the year to net cash provided by (used in) operating activities:			
Depreciation	6	815,762	655,765
Increase in accounts receivable		(59,644)	(98,040)
Increase in prepaid expenses		(42,405)	(31,855)
Increase (decrease) in accounts payable		1,474,800	(468,879)
Increase in accrued liabilities		249,454	36,119
<b>Net cash used in operating activities</b>		<u>(201,011)</u>	<u>(2,883,724)</u>
<b>Cash Flows from Investing Activities</b>			
Fixed assets reclassified to parent company	6	214,864	-
Fixed assets purchases	6	<u>(376,062)</u>	<u>(1,998,914)</u>
<b>Net cash used in investing activities</b>		<u>(161,198)</u>	<u>(1,998,914)</u>
<b>Cash Flows from Financing Activities</b>			
Funding from owner		<u>719,089</u>	<u>4,984,858</u>
<b>Net cash provided by financing activities</b>		<u>719,089</u>	<u>4,984,858</u>
<b>Net increase in cash and cash equivalents</b>		<b>356,880</b>	102,220
Cash and cash equivalents at the beginning of year		<u>112,012</u>	<u>9,792</u>
<b>Cash and cash equivalents at the end of year</b>	3	<u><b>468,892</b></u>	<u>112,012</u>

*The accompanying notes constitute an integral part of the financial statements.*

**Notes to the Financial Statements**

(All amounts in Jordanian Dinars)

**Note (1) General**

The American University of Madaba ("AUM") was established by the Latin Patriarchate of Jerusalem as a not-for-profit University in the city of Madaba in the Hashemite Kingdom of Jordan. AUM registered its Trade Mark on April 26th, 2012 under certificate number 119164 issued by the Industrial Property Protection Directorate section of the Ministry of Industry & Trade in Amman, Jordan.

The main activity of the University is the provision of educational services, degrees, academic research, and continuing education and community services. AUM offers a teaching and learning environment built according to the best international standards, and is linked with several noted international universities. On May 10th, 2012, AUM was granted the approval of the New Hampshire Higher Education Commission to operate in the state of New Hampshire and in its Madaba campus offering 18 degree programs in seven Faculties: Engineering, Science, Health Sciences, Art and Design, Business and Finance, Information Technology and Languages and Communications. AUM commenced its operations on October 17th, 2011.

**Note (2) Summary of Significant Accounting Policies**

The financial statements are prepared under the historical cost convention in accordance with International Financial Reporting Standards ("IFRS"). The financial statements have been presented in Jordanian Dinars (JOD) which is the functional currency of the University.

The University incurred a deficit of JOD 2.6 million for the year ended 31 December 2013 and as of that date the University's current liabilities exceeded its current assets by JOD 2.6 million. The financial statements have been prepared on a going concern basis as the owner will continue to provide the University with sufficient financial support to enable it to meet its financial obligations for the foreseeable future. The University expects to cover the deficit in future periods from additional revenues generated from enrollment fees of AUM's new students and new facilities currently under development.

Following are significant accounting policies being followed by the University:

**Cash and Cash Equivalents**

For the purpose of the statement of cash flows, cash and cash equivalents comprised of cash in hand and bank balances, with original maturities of less than three months.

**Accounts receivable**

Accounts receivable are stated at original invoice amount less a provision for impairment (if any). An estimate for doubtful debts is made when collection of the full amount is no longer probable. Bad debts are written off as incurred.

**Notes to the Financial Statements** (continued)

(All amounts in Jordanian Dinars)

**Note (2) Summary of Significant Accounting Policies** (continued)**Fixed Assets**

Fixed assets are stated at cost net of accumulated depreciation, and any impairment in value (if any). Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets. Annual depreciation rates are as follows:

Furniture and fixtures	10%
Tools and equipment	20%
Motor vehicles	15%
Library books and references	7%
Computers and accessories	20%
Laboratories	20%

The carrying values of fixed assets are reviewed for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. If any such indication exists and where the carrying values exceed the estimated recoverable amount, the assets are written down to their recoverable amount, being the higher of their fair value less costs to sell and their value in use.

**Accounts payable and accruals**

Liabilities are recognized for amounts to be paid in the future for goods or services received, whether or not billed by the supplier.

**Revenue recognition**

Revenue is recognized as follows:

- a) Tuition fees are recognized as courses are delivered to students;
- b) Transportation and services fees are recognized as services are delivered to the students; and
- c) Books and cafeteria sales are recognized at invoiced value, less discounts and returns.

**Direct costs**

Direct costs represents those costs incurred by the University for its direct operations; mainly for AUM's faculties operating costs such as utilities, advertising, marketing, consulting fees, laboratories, insurance, scientific research, scholarships, wages, salaries and related benefits.

**Related party transactions**

Related parties represent the Owner, directors and key management personnel of the University, and entities controlled, jointly controlled or significantly influenced by such parties. Pricing policies and terms of these transactions are approved by the University's management. The sales to and purchases from related parties are made at terms equivalent to those that prevail in arm's length transactions.

**Notes to the Financial Statements** (continued)

(All amounts in Jordanian Dinars)

**Note (2) Summary of Significant Accounting Policies** (continued)

**Foreign currencies**

Transactions in foreign currencies are recorded at the rate prevailing at the date of the transaction. Monetary assets and liabilities denominated in foreign currencies are retranslated at the rate of exchange prevailing at the statement of financial position date. All differences are taken to the income statement. The exchange rates at the date of the statement of financial position were:

	<b>2013</b>	<b>2012</b>
USD	<b>1.412</b>	1.412
EUR	<b>1.023</b>	1.066
GBP	<b>0.854</b>	0.872

**Note (3) Cash and Cash Equivalents**

Cash and cash equivalents consist of:

	<b>F.C</b>	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Cash in Hand		<b>14,426</b>	7,097
Cash at Banks – GBP	<b>£ 990</b>	<b>1,158</b>	-
Cash at Banks – USD	<b>\$ 71,236</b>	<b>50,363</b>	14,160
Cash at Banks – JOD		<b>402,945</b>	90,755
		<b>468,892</b>	112,012

**Note (4) Accounts Receivable**

Accounts receivable consist of:

	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Scholarship receivables	<b>77,518</b>	83,875
Students' receivables	<b>66,344</b>	36,656
Refundable deposits	<b>65,175</b>	69,858
Checks under collection	<b>63,742</b>	34,023
Employees' receivables	<b>41,032</b>	29,755
Others receivables	<b>900</b>	900
	<b>314,711</b>	255,067

**Note (5) Prepaid Expenses**

Prepaid expenses consist of:

	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Prepaid employees' health insurance	<b>94,542</b>	60,759
Prepaid students' health insurance	<b>11,934</b>	6,775
Other prepayments	<b>11,463</b>	8,000
	<b>117,939</b>	75,534

**American University of Madaba**  
**Financial statements for the year ended December 31, 2013**

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**Notes to the Financial Statements** (continued)  
 (All amounts in Jordanian Dinars)

**Note (6) - Fixed Assets**

Fixed assets consist of:

	<b>Furniture and fixtures</b>	<b>Tools and equipment</b>	<b>Motor vehicles</b>	<b>Library books &amp; references</b>	<b>Computers and accessories</b>	<b>Laboratories</b>	<b>Total</b>
<b>Historical cost</b>							
Beginning Balance	455,615	335,026	789,680	526,256	1,328,162	1,395,065	4,829,804
Additions	919	41,397	-	8,907	61,047	263,792	376,062
Reclassified to parent company	-	(214,864)	-	-	-	-	(214,864)
<b>Total</b>	<b>456,534</b>	<b>161,559</b>	<b>789,680</b>	<b>535,163</b>	<b>1,389,209</b>	<b>1,658,857</b>	<b>4,991,002</b>
<b>Accumulated Depreciation</b>							
Beginning Balance	53,985	85,839	98,826	37,774	244,675	238,585	759,684
Depreciation for the year	45,645	27,004	118,452	37,297	269,474	317,890	815,762
<b>Total</b>	<b>99,630</b>	<b>112,843</b>	<b>217,278</b>	<b>75,071</b>	<b>514,149</b>	<b>556,475</b>	<b>1,575,446</b>
<b>Net Book Value at 31/12/2013</b>	<b>356,904</b>	<b>48,716</b>	<b>572,402</b>	<b>460,092</b>	<b>875,060</b>	<b>1,102,382</b>	<b>3,415,556</b>
Net Book Value at 31/12/2012	401,630	249,187	690,854	488,482	1,083,487	1,156,480	4,070,120



**Notes to the Financial Statements** (continued)

(All amounts in Jordanian Dinars)

**Note (7) Accounts Payable**

Accounts payable consist of:

	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Unearned revenues	<b>1,398,740</b>	732,543
Payable to suppliers	<b>1,377,992</b>	760,471
Social security and income tax payable	<b>161,536</b>	9,603
Students' refundable deposits	<b>124,433</b>	69,228
Outstanding checks	<b>104,920</b>	167,369
Employees' payables	<b>58,656</b>	12,263
	<b><u>3,226,277</u></b>	<b><u>1,751,477</u></b>

**Note (8) Accrued Liabilities**

Accrued liabilities consist of:

	<b>December 31, 2013</b>	<b>December 31, 2012</b>
Accrued salaries	<b>294,201</b>	-
Accrued expenses	<b>23,846</b>	68,593
	<b><u>318,047</u></b>	<b><u>68,593</u></b>

**Note (9) Revenues**

Revenues consist of:

	<b>2013</b>	<b>2012</b>
Enrollment, admission, application and registration fees (1)	<b>3,274,036</b>	1,460,935
Service fees	<b>257,563</b>	114,719
Students and employees transportation revenue	<b>326,853</b>	152,329
Other revenues	<b>109,833</b>	39,924
	<b><u>3,968,285</u></b>	<b><u>1,767,907</u></b>

**(1) Enrollment, Admission, Application and Registration Fees**

	<b>2013</b>	<b>2012</b>
Faculty of Business and Finance	<b>1,526,045</b>	686,668
Faculty of Engineering	<b>721,488</b>	329,090
Faculty of Health Science	<b>472,867</b>	207,650
Faculty of Arts and Design	<b>278,281</b>	104,505
Faculty of Information Technology	<b>119,426</b>	54,286
Faculty of Languages and Communication	<b>98,069</b>	46,658
Faculty of Science	<b>39,860</b>	16,629
Application fees	<b>18,000</b>	15,449
	<b><u>3,274,036</u></b>	<b><u>1,460,935</u></b>

**Notes to the Financial Statements** (continued)

(All amounts in Jordanian Dinars)

**Note (10) Direct Costs**

Direct costs consist of:

	2013	2012
Salaries and related benefits	3,121,561	2,041,825
Faculties direct operating costs (1)	1,398,160	854,414
Scientific research (2)	138,555	182,028
Scholarships (3)	79,378	198,306
	<b>4,737,654</b>	<b>3,276,573</b>

**(1) Faculties Direct Operating Costs**

	2013	2012
Faculty of Business and Finance	671,310	413,046
Faculty of Engineering	261,207	154,510
Faculty of Health Science	192,384	114,735
Faculty of Arts and Design	136,812	80,234
Faculty of Information Technology	58,775	34,465
Faculty of Languages and Communication	52,394	31,884
Faculty of Science	25,278	25,540
	<b>1,398,160</b>	<b>854,414</b>

**(2) Scientific Research**

	2013	2012
Scientific Research	65,423	116,383
Travel Expenses for Conferences	23,474	8,668
Publications and Scientific Conferences	21,757	21,570
External Training	15,469	15,819
Training Courses	9,246	15,972
Scientific and Cultural Magazines	3,186	3,616
	<b>138,555</b>	<b>182,028</b>

**(3) Scholarships**

	2013	2012
Monthly Scholarships Allocations	63,569	140,921
Scholarships Expenses	11,399	55,613
Travel & Others	4,410	1,772
	<b>79,378</b>	<b>198,306</b>

**Notes to the Financial Statements** (continued)

(All amounts in Jordanian Dinars)

**Note (11) General and Administrative Expenses**

General and administrative expenses consist of:

	<b>2013</b>	2012
Water and electricity	<b>130,746</b>	-
Cleaning expenses	<b>79,828</b>	-
Security expenses	<b>60,000</b>	-
Vehicles fuel, maintenance, insurance and tracking	<b>36,973</b>	81,447
Hospitality	<b>25,924</b>	6,657
Stationery and printings	<b>17,142</b>	548
Legal fees	<b>12,300</b>	4,540
Communication expenses	<b>9,683</b>	4,516
University inauguration	<b>9,106</b>	-
Audit fees	<b>8,200</b>	9,512
Advertising	<b>6,183</b>	-
Fire and properties insurance	<b>4,303</b>	9,609
Rent	<b>2,547</b>	-
Office and building maintenance	<b>2,225</b>	7,650
Consulting fees	-	9,996
Other expenses	<b>11,391</b>	4,536
	<b>416,551</b>	139,011

**Note (12) Risk Management****Credit risk**

Credit risk is the risk that counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The University is exposed to credit risk from its operating activities (primarily for students' receivables). The University seeks to limit its credit risk with respect to students by monitoring outstanding receivables. Credit risk is limited to the carrying values of financial assets in the statement of financial position. AUM student's enrolment fees are due upon registration with the exception of some students who are granted a period to settle their dues before the end of the semester.

**Interest rate risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The University's exposure to the risk of changes in market interest rates relates primarily to the University's long-term debt obligations.

**Currency risk**

The University is subject to fluctuations in foreign exchange rates in the normal course of its business. The University did not undertake significant transactions in foreign currencies during the year. Further, the University does not hedge its currency exposure by means of hedging financial instruments.

**Notes to the Financial Statements** (continued)

(All amounts in Jordanian Dinars)

**Note (12) Risk Management** (continued)

**Liquidity risk**

The University limits its liquidity risk by ensuring bank facilities are available. AUM's terms of sales require the settlement of enrolment fees upon registration. Trade accounts payable are normally settled within 45 days of the date of purchase of goods or rendering of services.

**Note (13) Fair Value of Financial Instruments**

Financial instruments comprise of financial assets and financial liabilities. Financial assets consist of cash and bank balances, receivables and prepayments. Financial liabilities consist of accounts payables. The fair value of the University's financial assets and liabilities are not materially different from their carrying values at the statement of financial position date.

**Note (14) Comparative figures**

Certain comparative figures have been reclassified to conform with the current presentation of the financial statements for the year.

**Appendix I - Comparison of Budget and Actual Amounts 2013**

(All amounts in Jordanian Dinars)

<i>Description</i>	<i>Final budget amounts</i>	<i>Actual amounts on comparable basis</i>	<i>Difference surplus (deficit)</i>
<b>Receipts</b>			
Chapter one – Tuition	3,367,000	3,274,036	92,964
Chapter two – Proceeds from other operations (transportation, cafeteria and books)	433,000	694,249	(261,249)
<b>Net operating receipts</b>	<b>3,800,000</b>	<b>3,968,285</b>	<b>(168,285)</b>
Chapter three – Grant and contributions	-	-	-
Chapter four – Investing activities	-	-	-
Chapter five – Accrued revenues	-	-	-
Chapter six – Financing	50,000	-	50,000
<b>Total Receipts</b>	<b>3,850,000</b>	<b>3,968,285</b>	<b>(118,285)</b>
<b>Expenditures</b>			
Chapter one – Operational costs, salaries, wages and other benefits	4,270,000	3,758,857	511,143
Chapter two – Other operating expenditure	2,028,000	1,814,711	213,289
<b>Net operating expenditure</b>	<b>6,298,000</b>	<b>5,573,568</b>	<b>724,432</b>
Chapter three – Scholarships, research & development	210,000	138,555	71,445
Chapter four – Continuous education scholarships	140,000	79,378	60,622
Chapter five - Capital expenditure	202,000	815,762	(613,762)
Chapter six - Accrued expenditure	-	-	-
Chapter seven – Buildings and facilities	50,000	-	50,000
<b>Total Expenditures</b>	<b>6,900,000</b>	<b>6,607,263</b>	<b>292,737</b>
<b>Net Deficit</b>	<b>(3,050,000)</b>	<b>(2,638,978)</b>	<b>(411,022)</b>

**Appendix II - Comparison of Budget and Actual Amounts 2012**

(All amounts in Jordanian Dinars)

<i>Description</i>	<i>Final budget amounts</i>	<i>Actual amounts on comparable basis</i>	<i>Difference surplus (deficit)</i>
<b>Receipts</b>			
Chapter one – Tuition	1,486,000	1,460,935	25,065
Chapter two – Proceeds from other operations (transportation, cafeteria and books)	114,000	299,038	(185,038)
<b>Net operating receipts</b>	<b>1,600,000</b>	<b>1,759,973</b>	<b>(159,973)</b>
Chapter three – Grant and contributions	-	-	-
Chapter four – Investing activities	-	-	-
Chapter five – Accrued revenues	-	-	-
Chapter six – Financing	50,000	-	50,000
<b>Total Receipts</b>	<b>1,650,000</b>	<b>1,759,973</b>	<b>(109,973)</b>
<b>Expenditures</b>			
Chapter one – Operational costs, salaries, wages and other benefits	4,096,000	2,715,217	1,380,783
Chapter two – Other operating expenditure	1,344,000	985,491	358,509
<b>Net operating expenditure</b>	<b>5,440,000</b>	<b>3,700,708</b>	<b>1,739,292</b>
Chapter three – Scholarships, research & development	185,000	182,028	2,972
Chapter four – Continuous education scholarships	200,000	198,306	1,694
Chapter five - Capital expenditure	190,000	655,765	(465,765)
Chapter six - Accrued expenditure	-	-	-
Chapter seven – Buildings and facilities	50,000	-	50,000
<b>Total Expenditures</b>	<b>6,065,000</b>	<b>4,736,807</b>	<b>1,328,193</b>
<b>Net Deficit</b>	<b>(4,415,000)</b>	<b>(2,976,834)</b>	<b>(1,438,166)</b>

EXHIBIT 42

Re:

Michael Mcdonagh <mcdonagh\_10@yahoo.com>

Sun 7/20/2014 1:23 PM

To: BENJAMIN SERYANI <seryani@msn.com>

Dear Ben,

You are so kind and patient.

Unfortunately, at this moment, the major sum needed for the labs has not been forthcoming. However, Charlie, (according to the Patriarch) will have word on Monday.

I realize that this is a very difficult situation for you personally. Too much pressure, to be sure!

The Patriarch (I, also!) is most appreciative of all that you are doing and the incredible sacrifices that you are making.

The meetings in California were certainly very promising, but only when there is delivery will there be relief!

As soon as I hear, I will let you know.

Asking God's blessings on you, in abundance.

Fr. Michael

P.S. Father Sami Totah passed away last evening.



EXHIBIT 43

التاريخ: 2013/04/02

المهندس مساعد الرئيس للشؤون الإدارية والتنفيذية المحترم

تحية طيبة وبعد ،،،

إشارة إلى كتاب السيد مدير التدقيق الداخلي بتاريخ 2013/3/7 واجتماعنا في مكتبكم يوم 2013/3/18 فأرجو أن أوضح التالي :

1. تم استلام الأعمال للدائرة المالية بتاريخ 2011/9/20 قبل تاريخ دوام الطلبة في مباني الجامعة في أول فصل دراسي .
2. تم استلام أعمال الدائرة المالية بعد ثلاثة جهات خاصة في الإدارة المالية وكل جهة تعمل بشكل منفصل عن الأخرى وهي السادة مطرانية اللاتين والأخرى في مكتب الإرتباط والجهة الثالثة عند السيد غابي شاربين والسيد أيمن الأسمر .
3. جميع الجهات السابقة عملت على تحرير الدفعات فقط للأعوام السابقة ولا يوجد أي نوع من الحسابات ولا حتى قيود يومية ولا سندات صرف .
4. تم العمل على تفعيل نظام المحاسبة العامة في شهر 2012/2 وبظروف القاهرة لعدم دفع ثمن البرنامج والذي أوقف لاحقاً عدة مرات .
5. لم يتم تزويد الدائرة المالية بكشوفات حساب البنوك رغم الطلب المستمر بأهمية الحاجة إليها .
6. تم بذل جهود كبيرة لفصل العطاءات عن بعض وتحديد فواتير كل عطاء وتم تفرغها على كشوفات excel بداية تم ترحيلها على نظام المحاسبة مرفق الكشوفات .

#### سندات صرف المطرانية:

1. بالرغم من طلبنا المتكرر لأصول سندات الصرف من السادة مطرانية اللاتين والمدفوعة من قبلهم تم تزويدنا بصور لمطالبات تشمل الأعوام 2007-2008-2009 وتم الإدخال للسندات من واقع الصور علماً أن كل الدفعات تخص الجامعة الأمريكية .
2. لم يتم ترحيل جزء كبير من الدفعات ضمن حسابات الجامعة لعدم خصم الضريبة على جميع المكافآت المصروفة وهي 5% من إجمالي كل مبلغ مصروف كمكافأة لأننا سন্তحمل غرامة مقدارها (0.004) عن كل أسبوع ومنذ تلك التواريخ وحتى الآن .

#### الأراضي والأثاث :

1. لم يتم تزويد الدائرة المالية بقيمة ووثائق الأراضي الخاصة بالجامعة رغم الطلب المتكرر لها ومن جميع الأطراف وهي عنصر اساسي ضمن الميزانية.
2. لم يتم تزويدنا بفواتير خاصة في الأثاث الوارد من الصين ولم يستطيع احد حتى الآن تحديد قيم لبنود الأثاث علماً أنه تم اعداد كشوفات جرد حسب الأصول للمستودعات وكامل مرافق الجامعة .
3. لم يتم تزويد الدائرة المالية بفواتير الأثاث الأوروبي والوارد من المنطقة الحرة .

## الحسابات في الدائرة المالية

1. لم يتم التعامل مع الجامعة كهيئة اعتبارية مستقلة وجميع الجهات تقوم بسداد الدفعات وتصفية الحسابات دون أدنى علم أو موافقة من الدائرة المالية .
2. صرف الدفعات من حسابات الشركة بدون استلام سندات قبض أو تجهيز سند صرف أصولي في كثير من الأحيان .
3. الشيكات المصروفة من حسابات الشركة دون ختم يصرف للمستفيد الأول .
4. عقود القروض والتسهيلات البنكية غير موجودة .
5. فواتير شراء الباصات والسيارات غير موجودة .
6. شيكات مصروفة من حسابات الشركة ولا يوجد تفاصيل على كعب الشيكات .
7. لا يوجد اشعارات بنكية تعزز صرف وتحويل وايداع المبالغ أو المدفوعات .
8. بالرغم من كبر حجم العمل المطلوب من الدائرة يقابله اعداد الموظفين محدودة .

## التسويات البنكية :

1. تم تجهيز التسويات البنكية من واقع أصول كشوفات لبنك الإسكان وردت للجامعة بالخطأ وحسب سياسة البنوك في توزيع الكشوفات للسنة المالية السابقة .
2. مرفق تسوية حساب سابقة لبنك الإسكان لشهر 2011/12 وقبل تسوية العوالق : راجياً ملاحظة الآتي  
أ. قيمة الحركات المدينة في كشف البنك والعالقة 10,696,784  
ب. قيمة الحركات الدائنة في كشف البنك والعالقة 17,855,874  
ج. شيكات مصروفة وغير محددة اسم المستفيد ولا حتى على كعب الشيكات وعلى سبيل المثال وليس الحصر

رقم الشيك	التاريخ	المبلغ/دينار
94	2010/3/13	560000
95	2010/3/31	443000
152	2010/6/2	360000
151	2010/6/3	541100
593	2011/6/1	1000000
591	2011/6/2	150000
618	2011/6/28	331000

- د. ايداعات نقدية بمبالغ كبيرة وغير محددة المصدر ومنها :

الايداع	التاريخ	المبلغ/دينار
نقدي	2010/10/31	100000
نقدي	2011/12/21	50000
نقدي	2011/12/21	30000

- ه. وحتى يتم انهاء مشاكل التسويات المرفقة تم تقديم جهود كبيرة جداً بجميع التفاصيل الموجودة ومراسلة البنوك واستخدام كل العلاقات الشخصية والترتيب مع المقاولين والموردين والأطراف ذات العلاقة

والتابعة للمالك .

- و. مع وجود شيكات معادة وليست في حوزة الجامعة جزء تم تسويته أصولياً وغير موجودة ومنها جزء لم يتم تسويته حتى الآن مع المقاولين مثل شيكات شركة العالم العربي .
- ز. مرفق كشف نهائي لدفاتر الشيكات التي تم استلامها والتي لم يتم استلامها حتى الآن.

### العطاءات والمقاولين :

1. لا يوجد كشوف رسمية من المقاولين ومسحوبة من أنظمة محاسبية لمعظم المقاولين وكثير من الكشوفات إما Excel أو مكتوبة بخط اليد ،على سبيل المثال قاربت قيمة العمل مع السادة شركة قعوار من عشرين مليون دينار ومرفق الكشوف المقدمة منه مما اضطرنا لتوجيه كتاب رسمي لتزويدنا بكشوفات مهنية صادرة من نظام محاسبي .
2. جزء كبير من الدفعات كانت نقدية وجزء منها بدون سندات قبض مثل دفعة 200000 لقعوار أو دفعة 50000 لشركة وسيم الزعوط وحسب الكشف المرفق .
3. تم مطابقة حسابات المقاولين لأقصى درجة ممكنة وذلك ما بين الكشوفات الواردة منهم والمطالبات والدفعات المتوفرة لدينا والكشوفات المعدة في المكتب الهندسي .
4. تم اثبات دفعة بمبلغ 100000 دينار على السادة مؤسسة قعوار لم تكن مقيدة ضمن كشوفاتهم وحسب الكشف المرفق .
5. تم اثبات مبلغ مصروف بشيك رقم 618 بمبلغ (331000) دينار على السادة شركة عارف البرغوثي ويدعي السيد عارف أنه تم تسليم المبلغ لأحد مهندسين السيد غابي .
6. تم تدقيق حساب شركة وسيم الزعوط ولم يتم اثبات دفعة أخيرة استلمها من الأب مجدي بمبلغ 4000 دينار ويوجد خلاف وعدم وضوح في الرؤية لاستلامه مبلغ 100000 أو 50000 والعمل مستمراً على انهاء الموضوع بمهنية وما يضمن حق الجميع .
7. مرفق كشف شركة معدات العالم العربي للدفعات النقدية والتي توضح التداخل الكبير .

### تحديد وتحديث العلاقة المالية مع السيد شاربين وشركة الجامعة

تم تحديد العلاقة المالية بين الشركة والسيد شاربين وحسب الكشوفات المرفقة كالتالي :

Amount Dr.	Amount Cr.	Description	Date
	JOD 100,000.000	ايداع نقدي	11-10-11

	JOD 21,000.000	ايداع نقدي	20-07-11
	JOD 10,000.000	ايداع نقدي	17-10-11
	JOD 35,000.000	ايداع نقدي	16-10-11
	JOD 14,000.000	ايداع نقدي	05-04-11
	JOD 6,000.000	ايداع نقدي	06-04-11
	JOD 7,080.000	ايداع نقدي	20-04-11
	JOD 600.000	ايداع نقدي	29-05-11
	JOD 50,000.000	ايداع نقدي	03-05-11
	JOD 5,000.000	ايداع نقدي	09-05-11
	JOD 8,000.000	ايداع نقدي	10-05-11
	JOD 2,000.000	ايداع نقدي	11-05-11
	JOD 200.000	ايداع نقدي	24-05-11
	JOD 9,800.000	ايداع نقدي	04-07-11
	JOD 300.000	ايداع نقدي	03-04-11
	JOD 12,000.000	ايداع نقدي	30-03-11
	JOD 13,000.000	ايداع نقدي	02-03-11
	JOD 142,000.000	ايداع نقدي	28-04-11
	JOD 800,000.000	ايداع نقدي	15-05-11
	JOD 1,000,000.000	ايداع شيك	09-01-11
	JOD 16,000.000	ايداع نقدي	09-08-10
	JOD 1,000.000	ايداع نقدي	21-03-10
	JOD 15,000.000	ايداع نقدي	15-07-10
	JOD 300,942.500	ايداع نقدي	01-06-11
	JOD 697,478.500	ايداع نقدي	01-06-11
	JOD 136,000.000	ايداع نقدي	01-12-11
	JOD 240.000	ايداع نقدي	29-08-11
	JOD 1,000.000	ايداع نقدي	18-01-12
	JOD 1,500.000	ايداع نقدي	25-01-12
	JOD 800.000	ايداع نقدي	30-01-12
	JOD 200.000	ايداع نقدي	14-02-12
	JOD 400.000	ايداع نقدي	10-04-12
	JOD 150,000.000	ايداع نقدي	29-12-11
	JOD 30,000.000	ايداع نقدي	22-12-11
	JOD 600.000	ايداع نقدي	20/12/201
	JOD 20,000.000	ايداع نقدي	02-08-10
	JOD 455,000.000	ايداع نقدي	31-12-11
JOD 1,020,000.000		دفعة من معدات العالم العربي	25-06-12
	JOD 50,000.000	بدون سند قبض _ Arab world equ.	
	JOD 45,000.000	Arab world equ.	26-09-11

	JOD 70,000.000	Arab world equ.	03-11-11
	JOD 210,000.000	Arab world equ.	29-12-11
	JOD 194,700.000	Arab world equ.)94700 - Krma 50000 - Maram 50000	11-10-11

JOD 2,050,000.000		دفعة من معدات العالم العربي	01-12-11
	JOD 8,500.000	ايداع نقدي بنك الاتحاد	11-06-12
560,000.000		صرف شيك رقم 94 Doculand	29-03-10
JOD 443,000.000		صرف شيك رقم 95 Doculand	30-03-10
JOD 650,000.000		Jordan Book Center	16-12-11
JOD 422,300.000		شيك رقم 101 / بتاريخ 2010-1-17	17-1-2010
JOD 452,000.000		شيك رقم 102 / بتاريخ 2010-1-18	18-1-2010
JOD 126,200.000		شيك رقم 103 / بتاريخ 2010-1-19	19-1-2010
JOD 550,036.000		حوالة صادرة 2011-03-10 1201102143	10-03-11
JOD 300,036.000		حوالة صادرة 2011-03-24 1201102625	24-03-11
JOD 235,000.000		سحب نقدي شيك رقم 516 تاريخ 2011-4-21	21-04-11
	JOD 1,350,000.000	شيك 681014 تاريخ 2011/11/30	30-11-11
	JOD 11,500.000	ايداع نقدي - رائد حنا الشمالي	24-10-11
	JOD 60,000.000	ايداع نقدي - رائد حنا الشمالي	04-10-11
	JOD 50,000.000	ايداع نقدي - جميل نبر	21-12-11
	JOD 30,000.000	ايداع نقدي - رائد حنا الشمالي	22-12-11
	JOD 100,000.000	ايداع شيك رقم 562	31-10-10
JOD 1,000,000.000	JOD 0.000	صرف شيك رقم 593	01-06-10
JOD 541,100.000		صرف شيك رقم 151	03-06-10
JOD 100,036.000		حوالة	23-08-10
JOD 92,350.000		صرف شيك رقم 30 شركة الشرق الاوسط للسياحة	30-11-11
JOD 360,000.000		صرف شيك رقم 152 رائد حنا الشمالي	02-06-10
	JOD 1,500.000	ايداع نقدي جميل نبر	15-02-12
	JOD 2,000.000	ايداع نقدي رائد حنا الشمالي	17-01-12
<b>JOD 8,902,058.000</b>	<b>JOD 6,245,341.000</b>		

JOD 2,656,717.000

مجموع المبالغ المستلمة من الجامعة	8902058 دينار
مجموع المبالغ المودعة في الجامعة	(6245341) دينار
الفرق	2656717 دينار

مع التحفظ على مبلغ الشيك رقم 618 المستلم من البرغوثي وهل تم تسليمه للسيد جابي

علماً أن التحديث مستمر لأي مبالغ تظهر لاحقاً

### الشيكات المعادة Black Listed

تم ادراج حسابات شركة الجامعة على Black Listed مع البنوك وفي البنك المركزي وعلى أكثر من فترة ومرفق آخر كشف وارد من البنك الأردني الكويتي بتفاصيل هذه الشيكات وفي نفس السياق آخر كتاب وارد من بنك الإسكان

وهنا استغرب مايلي :

كيف يتم تقديم شيك رقمه 1004 على حساب الشركة في بنك الاسكان بإسم سيادة المطران سليم وتاريخ الشيك 2012/8/15 وبمبلغ 1,250,000 وتم رفضه بنفس اليوم 2012/8/15 في حين كان رصيد البنك صفر وحسب الكشوفات المرفقة .

وأيضاً كيف يتم تقديم شيك رقم 899 بإسم الجامعة الأمريكية في مادبا بمبلغ 800000 وبتاريخ 2012/8/29 في حين كان رصيد البنك صفر وحسب الكشوفات المرفقة .

في حين يحتفظ السادة مؤسسة معدات العالم العربي / البرغوثي في الشيكات التالية وحتى اللحظة

رقم الشيك	التاريخ	المبلغ	تاريخ الرفض
805	2011/9/20	200000	2012/9/23
854	2011/9/7	389261.410	2012/9/23
919	غير محدد على كعب الشيك	268652.800	2012/9/23

### تسوية حساب الكتب من Jordan Book Center

قيمة الكتب والمراجع التي تم استلامها حسب كشوف مركز بيع الكتب 564,184 ديناراً تم تجهيز تسوية نهائية فيها وارسالها لهم لإنهاء الملاحظات الواردة من الجامعة وحسب كشف التسوية المرفق

مدير الدائرة المالية

ياسريوسف قصراوي

EXHIBIT 45



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

San Bernardino District - Civil  
247 West Third Street

San Bernardino, CA. 924150210

-----  
-----  
CASE NO: CIVDS1925212

ROBERT J SPITZ  
204 N SAN ANTONIO AVE  
ONTARIO CA 91762

NOTICE OF TRIAL SETTING CONFERENCE

IN RE: SERYANI, ET AL. -V- THE HOLY SEE, ET AL.

THIS CASE HAS BEEN ASSIGNED TO: DONALD ALVAREZ IN DEPARTMENT S23  
FOR ALL PURPOSES.

Notice is hereby given that the above-entitled case has been set for  
Trial Setting Conference at the court located at 247 WEST THIRD STREET  
SAN BERNARDINO, CA 92415-0210.

HEARING DATE: 02/24/20 at 8:30 in Dept. S23

DATE: 08/23/19 Nancy Eberhardt, Court Executive Officer  
By: JOVANNA LEANDRO

-----  
-----  
CERTIFICATE OF SERVICE

I am a Deputy Clerk of the Superior Court for the County of San  
Bernardino at the above listed address. I am not a party to this  
action and on the date and place shown below, I served a copy of the  
above listed notice:

( ) Enclosed in a sealed envelope mailed to the interested party  
addressed above, for collection and mailing this date, following  
standard Court practices.

( ) Enclosed in a sealed envelope, first class postage prepaid in the  
U.S. mail at the location shown above, mailed to the interested party  
and addressed as shown above, or as shown on the attached listing.

(X) A copy of this notice was given to the filing party at the counter

( ) A copy of this notice was placed in the bin located at this office  
and identified as the location for the above law firm's collection of  
file stamped documents.

Date of Mailing: 08/23/19

I declare under penalty of perjury that the foregoing is true and  
correct. Executed on 08/23/19 at San Bernardino, CA

BY: JOVANNA LEANDRO

civ-ntsc-20130417

**SUMMONS**  
**(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**

Additional Parties Attachment Form is Attached

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Additional Parties Attachment Form is Attached

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

AUG 23 2019

*Benjamin Seryani*  
JOVANNI LEANDRO

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Superior Court of California, County of San Bernardino  
247 West Third Street  
San Bernardino, CA 92415-0210

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Robert J. Spitz, Esq. 067643 Law Office of Robert J. Spitz  
204 N. San Antonio Avenue (909) 395-0909  
Ontario, CA 91762

DATE: **AUG 23 2019**  
(Fecha)

Clerk, by Jovanni Leandro, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

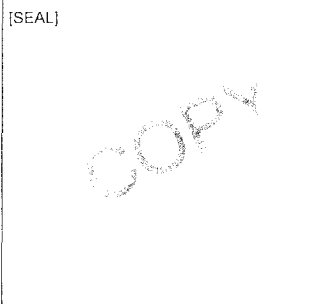
1. ☒ as an individual defendant.  
2. ☒ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)  
☐ CCP 416.20 (defunct corporation)  
☐ CCP 416.40 (association or partnership)  
☐ other (specify):

☐ CCP 416.60 (minor)  
☐ CCP 416.70 (conservatee)  
☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):



SHORT TITLE:

CASE NUMBER:

Seryani, et. al. v. The Holy See, et. al.

## INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

the Holy See A/K/A Vatican City State (HS/VCS) A/K/A Vatican Nation; American University of Madaba Inc.; American University of Madaba Company; American University of Madaba Campus, Board of Trustees; Latin Patriarchate of Jerusalem; Latin Patriarchal Vicariate Ecclesiastical Court; Vatican Foundation St. John the Baptist; Mukawer Castle For Education Company; Honorable Judge Fr. Dr. Majdi Siryani, a California resident; His Beatitude Fouad Al-Twal; His Excellency Archbishop Pierbattista Pizzaballa; His Excellency Archbishop Bishara Maroun Lahham; His Excellency Archbishop William Shomali; His Excellency Archbishop Antonio Franco; Cardinal Secretary of State His Eminence Pietro Parolin; and DOES 1 through 200, inclusive

Page 2 of 3

Page 1 of 1

## ADDITIONAL PARTIES ATTACHMENT

Attachment to Summons

Seryani, Benjamin

SHORT TITLE:

CASE NUMBER:

Seryani, et. al. v. The Holy See, et. al.

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.) :

☒ Plaintiff    ☐ Defendant    ☐ Cross-Complainant    ☐ Cross-Defendant

BENJAMIN SERYANI A/K/A BENJAMIN SEMAAN SIRYANI an Individual, and  
SYNERGY SELECT ONE, LLC, an Indiana Limited Liability Corporation doing  
business in California



Page 3 of 3

Page 1 of 1

**ADDITIONAL PARTIES ATTACHMENT**

Attachment to Summons

Seryani, Benjamin

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Robert J. Spitz, Esq. 067643</b> <b>Law Office of Robert J. Spitz</b> <b>204 N. San Antonio Avenue</b> <b>Ontario, CA 91762</b> TELEPHONE NO: (909) 395-0909 FAX NO: (909) 395-9535 ATTORNEY FOR (Name): BENJAMIN SERyani and SYNERGY SELECT ONE		<b>FOR COURT USE ONLY</b>  <div style="text-align: center;">   <b>AUG 23 2019</b>            JOANNA LEANING, DEPUTY       </div>	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino</b> STREET ADDRESS: 247 West Third Street MAILING ADDRESS: 247 West Third Street CITY AND ZIP CODE: San Bernardino, CA 92415-0210 BRANCH NAME: Central District		CASE NAME: Seryani, et. al. v. The Holy See, et. al.	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <b>CN 06 1925212</b> JUDGE: DEPT.:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check <b>one</b> box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)  <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)  <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)  <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)  <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)  <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)  <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)  <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20)  <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)  <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 9
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 08/22/2019

Robert J. Spitz, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)-Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice-Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach-Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case-Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ-Administrative Mandamus  
Writ-Mandamus on Limited Court Case Matter  
Writ-Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal-Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims  
(*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Benjamin Seryani, et. al.

Case No.:

CIV DS 1925212

vs.

CERTIFICATE OF ASSIGNMENT

The Holy See, et. al.

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the Central District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☒ General

☐ Collection

Nature of Action

Ground

- |   |   |
|---|---|
| <input type="checkbox"/> 1. Adoption                | Petitioner resides within the district  |
| <input type="checkbox"/> 2. Conservator             | Petitioner or conservatee resides within the district.                              |
| <input checked="" type="checkbox"/> 3. Contract     | Performance in the district is expressly provided for.                              |
| <input type="checkbox"/> 4. Equity                  | The cause of action arose within the district.                                      |
| <input type="checkbox"/> 5. Eminent Domain          | The property is located within the district.  |
| <input type="checkbox"/> 6. Family Law              | Plaintiff, defendant, petitioner or respondent resides within the district.         |
| <input type="checkbox"/> 7. Guardianship            | Petitioner or ward resides within the district or has property within the district. |
| <input type="checkbox"/> 8. Harassment              | Plaintiff, defendant, petitioner or respondent resides within the district.         |
| <input type="checkbox"/> 9. Mandate                 | The defendant functions wholly within the district.                                 |
| <input type="checkbox"/> 10. Name Change            | The petitioner resides within the district.   |
| <input type="checkbox"/> 11. Personal Injury        | The injury occurred within the district.  |
| <input type="checkbox"/> 12. Personal Property      | The property is located within the district.  |
| <input type="checkbox"/> 13. Probate                | Decedent resided or resides within or had property within the district.             |
| <input type="checkbox"/> 14. Prohibition            | The defendant functions wholly within the district.                                 |
| <input type="checkbox"/> 15. Review                 | The defendant functions wholly within the district.                                 |
| <input type="checkbox"/> 16. Title to Real Property | The property is located within the district.  |
| <input type="checkbox"/> 17. Transferred Action     | The lower court is located within the district.                                     |
| <input type="checkbox"/> 18. Unlawful Detainer      | The property is located within the district.  |
| <input type="checkbox"/> 19. Domestic Violence      | The petitioner, defendant, plaintiff or respondent resides within the district.     |
| <input type="checkbox"/> 20. Other                  |   |
| <input type="checkbox"/> 21. THIS FILING WOULD      | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT                                 |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Location

1205 Columbia St.

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Redlands

CA

92374

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on 08/23/2019 at Ontario, CA California.

Signature of Attorney/Party



ROBERT J. SPITZ (BAR NO. 067643)  
LAW OFFICE OF ROBERT J. SPITZ  
204 North San Antonio Avenue  
Ontario, California 91762  
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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

AUG 23 2019

Attorney for Plaintiffs,  
BENJAMIN SERYANI and  
SYNERGY SELECT ONE, LLC

BY Jovanna Leandro  
JOVANNA LEANDRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**

CIV DS 1925212

BENJAMIN SERYANI A/K/A BENJAMIN  
SEMAAN SIRYANI an Individual, and SYNERGY  
SELECT ONE, LLC, an Indiana Limited Liability  
Corporation doing business in California,

CASE NO.

VERIFIED COMPLAINT FOR:

Plaintiffs,

v.

The Holy See A/K/A Vatican City State (HS/VCS)  
A/K/A Vatican Nation

American University of Madaba Inc.;

American University of Madaba Company;

American University of Madaba Campus, Board of  
Trustees;

Latin Patriarchate of Jerusalem;

Latin Patriarchal Vicariate Ecclesiastical Court;

Vatican Foundation St. John the Baptist;

Mukawer Castle For Education Company;

Honorable Judge Fr. Dr. Majdi Siryani, a California  
resident;

His Beatitude Fouad Al-Twal;

His Excellency Archbishop Pierbattista Pizzaballa;

His Excellency Archbishop Bishara Maroun Lahham;

His Excellency Archbishop William Shomali;

His Excellency Archbishop Antonio Franco;

Cardinal Secretary of State His Eminence Pietro  
Parolin; and DOES 1 through 200, inclusive,

Defendants.

1. FRAUD

2. BREACH OF CONTRACT

3. BREACH OF CONTRACT

4. BREACH OF CONTRACT

5. BREACH OF CONTRACT

6. CONVERSION

7. UNJUST ENRICHMENT –  
QUANTUM MERUIT

8. MONEY HAD AND  
RECEIVED

9. OPEN BOOK ACCOUNT

DEMAND FOR JURY TRIAL

## I. PARTIES

1  
2 1. Plaintiff Synergy Select One, LLC (hereinafter referred to as SYNERGY”) is a Limited  
3 Liability Company that is registered in the State of California, organized under the laws of the State  
4 of Indiana, and having a principal address of 1110 E. Philadelphia Street, Apt. 8104, Ontario, CA  
5 91761. SYNERGY is empowered to initiate this action to collect assets in connection with the  
6 winding up of its business affairs pursuant to Indiana Code §23-18-9-3.

7 2. Plaintiff Benjamin Seryani (“SERYANI”): is an individual residing at 1110 E.  
8 Philadelphia Street, Apt. 8104, Ontario, CA 91761. SERYANI is the sole member of Co-Plaintiff  
9 corporation, SYNERGY and is entitled to succeed Synergy as to its rights and liabilities.

10 3. Defendant, American University of Madaba, Inc. [AUMI]: is a New Hampshire not- for-  
11 Profit Corporation organized and existing under RSA Chapter 292. AUMI has a registered address  
12 of 3 Barrell Court, Concord, NH 03301, and registered with the Department of The Treasury  
13 “Internal Revenue Service” with an EIN Number 35-2469914. AUMI offers collegiate-level degrees  
14 by the New Hampshire Higher Education Commission (“NHHEC”) from its physical campus in  
15 Madaba Jordan and accredited by New England Association of Schools and Colleges, Inc.  
16 (“NEASC”) located at 3 Burlington Woods Drive, Suite 100 Burlington, MA 01803, U.S.A. On  
17 May 28th, 2013, New Hampshire Senate Bill was signed into a law by Governor Maggie Hassan.  
18 It confers a degree-granting authority upon AUM, subject to the authority of the new Hampshire  
19 Department of education, higher education commission.

20 4. Defendant, American University of Madaba Campus, Board of Trustees [AUMJ]: is the  
21 Board of Trustees that governs the activities and decisions for the Campus of the American  
22 University of Madaba as it is registered with the Jordan Ministry of Higher Education and Scientific  
23 Research, with its head office located at Jabal Elwabdeh Derar Bin Al-Azwar Street Building #40,  
24 Jordan, with a mailing address of P.O. Box 2882, Amman 11821 Jordan. This Board of Trustees  
25 controls the physical Campus and makes decisions relating to the construction of the facility and the  
26 contracts with Plaintiffs. Its function is to control AUM’s operating expenses and function, including  
27 but not limited to paying and managing the employees of AUM. On information and belief, at least  
28 one of the members of the Board of Trustees, Mariana Hatter is a California resident.

1           5. Defendant, American University of Madaba Company [AUMC]: is registered with the  
2 nation of Jordan as a non-for-profit limited liability company under The Companies Control  
3 Department. AUMC was given National Establishment number "200116169" at the Jordanian  
4 Ministry of Industry and Trade. It has a registered address of Jabal Elwabdeh Derar Bin Al-Azwar  
5 Street Building #40, Jordan and a mailing address of P.O. Box 2882, Amman 11821 Jordan. The  
6 Latin Patriarchate of Jerusalem is named as the sole shareholder and/or member of this company and  
7 is considered the owner of AUM. The stated purposes and activities of AUMC are: Management  
8 of universities and educational and research institutions; e-learning; establishing, operating and  
9 managing educational and specialized schools, colleges and universities; private universities; and  
10 sale purchase, own, lease, rent, exchange, mortgage and manage assets or any franchises that it  
11 deems appropriate for the purpose of the company. Its function is to manage and hold the capital  
12 assets of the enterprise, including but not limited to its buildings and equipment.

13           6. On information and belief it is believed and thereupon alleged that AUMI, AUMJ and  
14 AUMC are one and the same entity that has been registered separately in the United States and  
15 Jordan in order to shroud the entity with immunity from suit in the United States. The New  
16 Hampshire corporation only has any meaningful existence if it includes the entities known as AUMJ  
17 and AUMC that are its counterpart organizations in Jordan. Therefore, these three separately named  
18 entities are one and the same and shall be referred to collectively hereinafter as "AUM." These three  
19 defendants are "A Single Corporate Entity" referred to as AUM, pursuant to the requirements of the  
20 United States of America, New Hampshire and the Nation of Jordan.

21           7. Defendant, the Latin Patriarchate of Jerusalem ["LPJ"]: is on information and belief, the  
22 Catholic Episcopal See for Israel, Jordan, Cyprus and the Palestine territories. Its authority emanates  
23 from the Vatican in Rome, Italy. The LPJ has a place of business of 28 Princess Alia Street-  
24 Sweifieh P.O. Box 851379, 11185 Amman, Jordan. In addition, it has three church parishes in  
25 California, including the one at 1205 Columbia St., Redlands, CA 92374.

26           8. Defendant, the Latin Patriarchate of Jerusalem Ecclesiastical Court in Amman  
27 [hereinafter referred to as "Ecc. Court"], is on information and belief, the official extension of the  
28 Roman Catholic Church [Holy See] or as referred to as the Vatican, ("On March 3, 1994, the Holy

1 See The Vatican and the Hashemite Kingdom of Jordan agreed to establish full diplomatic relations.  
2 Subsequently, a Nunciature was established in Amman on April 6, 1994 and a Jordanian Embassy  
3 was accredited to the Holy See”). The [Ecc. Court] has a place of business 63 Ali Seedo Al-Kurdi  
4 Street- Sweifieh P.O. Box 851379, 11185 Amman, Jordan.

5 9. On information and belief, Defendant, Honorable Judge Fr. Dr. Majdi Siryani  
6 [hereinafter “Fr. Majdi Siryani,”], has been a resident of San Bernardino County, California during  
7 times relevant to this Complaint. On information and belief it is believed and thereupon alleged that  
8 Defendant, Majdi Siryani at all times relevant was the President of AUMC, the C.E.O and an  
9 authorized signatory of The American University of Madaba AUMJ, as stated in the New Hampshire  
10 Higher Education Commission reports regarding AUMI. He was also listed as the Treasurer of  
11 AUMI. The Certificate of Registration of the American University of Madaba Company “AUMC”  
12 at the Jordanian Ministry of Industry, Trade & Supply dated May 17<sup>th</sup>, 2012, lists Fr. Majdi Siryani  
13 as the General Manager of AUM with signature authority.

14 10. Defendant, Mukawer Castle For Education Company [“MCE”]: is on information and  
15 belief an organization created by an order of The Secretary of State Of The Vatican, and is registered  
16 as a non-for-profit, limited liability company in The Companies Control Department under the  
17 number 765 with a National Establishment number (200151085) with the Jordanian Ministry of  
18 Industry and Trade. Of which the Latin Patriarchate of Jerusalem is the sole shareholder. Its  
19 purposes are: Management of universities and educational and research institutions; e- learning;  
20 establishing, operating and managing educational and specialized schools, colleges and universities;  
21 private universities; and sale purchase, own, lease, rent, exchange, mortgage And investment of any  
22 movable / immovable assets or any franchises that it deems appropriate for the purpose of the  
23 company. The company has a place of business at Amman, Jordan with a Hampshire address  
24 P.O.Box 950892, Amman, Jordan.

25 11.. Defendant, Vatican Foundation St. John The Baptist [SJB]: is on information and belief  
26 an official foundation created in Rome Italy in 2015 by the Secretary of State of The Vatican  
27 (HS/VCS) to manage and operate Defendant, [AUMJ] Through Defendant, Mukawer Castle for  
28 Education Company . Has an address at Arcivescovo Tit. Di Gallese, Nunzio Apostolico, 00120

1 Citta Del Vaticano.

2 12. Defendant, The Vatican [HS/VCS]: is on information and belief the official owner and  
3 the governor with the supreme power over Defendants, The American University of Madaba Inc.,  
4 American University of Madaba Company, American University of Madaba, The Latin Patriarchate  
5 of Jerusalem, Latin Patriarchal Vicariate for Jordan – “Ecclesiastical Court, Mukawer Castle for  
6 education and The Vatican Foundation St. John the Baptist. The individual Defendants, His  
7 Beatitude Fouad Al-Twal, His Excellency Archbishop Pierbattista Pizzaballa, His Excellency  
8 Archbishop Bishara Maroun Lahham, His Excellency Archbishop William Shomaly, His Excellency  
9 Archbishop Antonio Franco, receive their authority and direction from the Secretary of State of the  
10 Vatican and serve in their capacity as agents of The Vatican [HS/VCS]. The offices of The Vatican  
11 are located at Vatican City State, 00120.

12 13. Defendant, His Beatitude Fouad Al-Twal TWAL: was the former head of the Latin  
13 Patriarchate of Jerusalem during various times described herein. Defendant, TWAL has the highest  
14 Authority and signature over the entire Latin Catholic Archdiocese that includes jurisdiction over  
15 all The Latin Catholics in Israel, the Palestinian authorities, Hashemite Kingdom of Jordan and  
16 Cyprus. The powers and authority of Defendant, TWAL emanate from the Vatican in Rome. TWAL  
17 has a residential address at Our Lady of Peace Center, Queen Alia International Airport Road P.O.  
18 Box 851379. Amman 11185, Jordan. In his position with LPJ, TWAL has the following authority,  
19 among others:

20 A. The sole owner of the American University of Madaba Inc. as registered in the state  
21 of New Hampshire,

22 B. The owner of the American University of Madaba Company as registered in The  
23 Hashemite Kingdom of Jordan,

24 C. The first chairman of the Board of trustee of the American University of Madaba,

25 D. The landlord of the real estate of the American University of Madaba,

26 14. Defendant, His Excellency Archbishop Pierbattista Pizzaballa (“Pizzaballa”) is known  
27 as the “The Apostolic Chair Administrator.” He was appointed by The Vatican on June 24th 2016,  
28 after the resignation of His Beatitude Fouad Al-Twal. On information and belief he is currently the

1 head of the Latin Patriarchate of Jerusalem and the owner of the American university Company.  
2 Defendant, Pizzaballa currently has the highest Authority and signature over all the Latin Catholic  
3 Archdiocese with jurisdiction for all Catholics in Israel, the Palestinian authorities, Jordan and  
4 Cyprus. Defendant, Pizzaballa Emanates and receives his power from the Vatican in Rome. He has  
5 an address at Latin Patriarchate Road, P.O.Box 14152, Jerusalem 9114101.

6 15. Defendant, His Excellency Archbishop Bishara Maroun Lahham [Lahham]: On  
7 information and belief he was the Auxiliary Bishop of Jordan, the owner of the American University  
8 Company [AUMC], The Deputy Chair of The American University of Madaba, Defendant, Lahham  
9 was the second in command after Defendant, TWAL, Defendant, Lahham Emanates his power from  
10 the Vatican in Rome. Has an address at St. Charbel St., Number 39, 00970, Bethlehem, West Bank.

11 16. Defendant, His Excellency Archbishop William Shomali [Shomali]: on information and  
12 belief he is currently the Auxiliary Bishop of Jordan, The owner of the American University  
13 Company [AUMC], The Chairman of the Board of Trustee of the American University of Madaba  
14 [AUMJ], The second in command after his Excellency Archbishop Pierbattista Pizzaballa, is  
15 Defendant, Shomali. His power and authority emanates from the Vatican in Rome [HS/VCS] with  
16 an address 28 Princess Alia Street- Sweifieh P.O. Box 851379, 11185 Amman, Jordan.

17 17. Defendant, His Excellency Archbishop Antonio Franco ["Franco"]: on information and  
18 belief he was the representative of the Vatican [HS/VCS] to organize, arrange, communicate, and  
19 administrate The Vatican Foundation St. John the Baptist in Rome ["SJB"]; Mukawer Castle for  
20 Education in Jordan ["MCE"]; The American University of Madaba Company ["AUMC"] in Jordan;  
21 The American University of Madaba Inc. ["AUMI"] incorporated in the state of New Hampshire;  
22 and the American University of Madaba [AUMJ] in Jordan. Defendant, Franco emanates, receives  
23 and derives his power and authority from the Vatican [HS/VCS], and has an address at Arcivescovo  
24 Tit. Di Gallese, Nunzio Apostolico, 00120 Citta Del Vaticano.

25 18. Defendant, His Eminence Secretary of State Pietro Parolin [Parolin]: On information and  
26 belief he was the representative of the Vatican to organize, arrange, communicate, and administrate  
27 the Vatican Foundation St. John the Baptist in Rome; Mukawer Castle for Education in Jordan; The  
28 American University of Madaba Company [AUMC] in Jordan; the American University of Madaba

1 Inc. [AUMI] in the state of New Hampshire; and the American University of Madaba [AUMJ].  
2 Defendant, [Parolin] Emanates and receives his power from the Vatican. His office is located at  
3 Segretaria di Stato, I-00120 Città del Vaticano.

4 19. Plaintiffs are unaware of the true names and capacities of Defendants sued herein as  
5 Does 1-21 ("Doe Defendants"), inclusive, and therefore sues these Doe Defendants by such fictitious  
6 names. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of  
7 said Doe Defendants when ascertained. Plaintiffs are informed and believe, and thereon allege, that  
8 at all relevant times mentioned herein, each of the fictitiously-named Doe Defendants conducted  
9 business in San Bernardino County, California and/or conspired with the named Defendants in the  
10 allegations of the Complaint, and are culpable or responsible in some manner and/or conspired with  
11 one or more of the other Defendants for the conduct, acts, omissions, occurrences, injuries, and  
12 damages herein alleged, and that Plaintiff's injuries and damages were directly and proximately  
13 caused thereby.

14 20. Plaintiffs are informed and believe, and based thereon allege, that at all times  
15 mentioned herein, each Defendant, was the agent, servant, employee, alter ego and/or associate of  
16 each of the other Defendants, and was at all times acting within the course and scope of such  
17 relationship in doing the acts alleged, with the knowledge and consent, express or implied, of each  
18 of the other co-defendants.

19 21. Plaintiffs are informed and believe, and based thereon allege, that Defendants were  
20 operating as a joint enterprise.

### 21 VENUE

22 22. Jurisdiction is proper in this judicial district because it is the "...district in which a  
23 substantial part of the events or omissions giving rise to the claim occurred;" it is the place with the  
24 contracts described herein were to be performed; and it is the venue where one of the Defendants  
25 resides and where the many of the actions constituting fraud in the inducement occurred.

### 26 JURISDICTION

27 23. This Court has both personal and subject matter Jurisdiction over this action based upon  
28 the rule that California has personal jurisdiction over a nonresident defendant, who "has such

1 minimum contacts with the state that the assertion of jurisdiction does not violate ‘ “traditional  
2 notions of fair play and substantial justice.” ’ ’ ( *Vons Companies, Inc. v. Seabest Foods, Inc.* (1996)  
3 14 Cal.4th 434, 444, 58 Cal.Rptr.2d 899, 926 P.2d 1085)

4 24. This Court has jurisdiction over Defendants because they have engaged in commercial  
5 activity in California and throughout the United States. All Defendants are involved in conspiracy  
6 to conduct an illegal money laundering scheme of international proportions that is based in  
7 California using the financial and managerial assistance of California resident, and fraudulently  
8 including Plaintiff Seryani, a resident of California, to further their purposes of exploiting their  
9 charitable deduction status of the Roman Catholic Church and the Defendant, entities under IRS  
10 501(c)(3), together with the Sovereign immunity that prevents the tracing of international wire  
11 transactions.

12 25. The Defendants have the requisite minimal contacts with the forum state, as the  
13 Defendants are various organizations that exist under the umbrella of the Roman Catholic Church  
14 that has substantial business activities and assets within the State of California. Defendant, TWAL  
15 was the primary agent at all times working as a representative of the Vatican in its money laundering  
16 scheme. Plaintiff, SERYANI was introduced to TWAL by Defendant, Fr. Dr. Majdi Siryani who  
17 is a California resident who resided within this Court’s Jurisdiction. As the head of the Latin  
18 Patriarchate of Jerusalem and appointed by the Vatican, TWAL traveled to California to solicit the  
19 financial support from California residents and obtain critical involvement of Plaintiffs in this  
20 scheme. A person named Charlie who was one of the shadow facilitators of this scheme who had  
21 the connections with the oil company executives, banks and the Vatican is a resident of the State of  
22 California. The contracts between Defendants and Plaintiff Seryani were signed in California. The  
23 enticement of money to draw Plaintiffs into the trap was electronically delivered into Plaintiffs’  
24 bank accounts in California.

25 26. Representatives of the Defendants AUMJ and AUMC and the LPJ solicited the services  
26 of Plaintiff in California and have been doing business in California that includes the solicitation of  
27 financial support from residents of the State of California, frequent visits to the State of California,  
28 the solicitation of expert services from residents of the state of California and funding from affiliated



1 HS/VHS churches and organizations located throughout San Bernardino County.

2 27. One of the Trustees of AUM is a California resident.

3 **COMMON ALLEGATIONS**

4 29. Plaintiff, SERYANI, previous to the circumstances alleged herein as the basis of his  
5 Complaint, was a Hotel Regional Manager in the United States, who had successfully revitalized  
6 various hotel properties for major hotel chains. As a Jordanian national who had become a United  
7 State citizen, he had achieved a level of importance within that community. He stood alone as the  
8 one Jordanian who was both a faithful and dedicated member of the Catholic Church and had  
9 achieved success in the hotel industry in America.

10 30. On the basis of his stellar reputation within the Jordanian community of Catholics,  
11 Plaintiff, SERYANI was initially contacted by Fr. Majdi Siryani, as Treasurer and C.E.O of AUM  
12 to interest him and induce him into becoming involved with the LPJ and AUM in Jordan. After  
13 Plaintiff expressed his interest in that possibility, Fr. Majdi Siryani arranged an initial meeting with  
14 Defendant, TWAL to discuss his involvement as the manager of a hotel complex being planned for  
15 construction in Jordan under the auspices of and/or funding from the HS/VHS. At an initial meeting  
16 in the United States with TWAL in 2012 regarding this hotel management position, Plaintiff,  
17 SERYANI and TWAL formed a bond that was both religious and business oriented. A fiduciary  
18 relationship of trust and fidelity was established between them in which Plaintiff, SERYANI  
19 pledged his loyalty to the moral, ethical and religious values and goals of the Roman Catholic  
20 Church and offered his services as a businessman to assist the HS/VHS and LPJ in every way.

21 31. Soon thereafter, the plan of a hotel complex was tabled and TWAL sought the  
22 assistance of Plaintiff, SERYANI with what was described as a once in a lifetime opportunity for  
23 Plaintiff, SERYANI to accomplish an important success for the Catholic Church in his home nation  
24 of Jordan. As many members of his family lived in Jordan, Plaintiff, SERYANI considered it an  
25 unexpected honor and privilege to participate in this project.

26 32. Based upon the representations of TWAL, Plaintiff, SERYANI was induced to  
27 suspend his successful career in America as a Hotel Regional Manager in order to assume the  
28 immense responsibility and honor of promoting, developing and constructing an internationally

1 prominent University in his home country of Jordan that would be a beacon of education and  
2 religious harmony for the Catholic Church in the Middle East.

3 33. As an inducement and representation to Plaintiffs, SERYANI and SYNERGY,  
4 TWAL assured him that the AUM was a fully funded and fully accredited school with the New  
5 Hampshire Higher Education Commission ("NHHEC") and the New England Association of  
6 Schools and Colleges, Inc. ("NEASC"), a fully functioning University with adequate staffing and  
7 facilities in Jordan, and adequate financial resources from the Vatican. The accreditation of the  
8 University was essential for obtaining Federal Student Loans that would assist with the tuition and  
9 costs of a college for Americans with Jordanian ancestry, interested in a faith based education. It  
10 was also necessary for the school to obtain and keep its Federal Tax Exemption, as will be shown  
11 was the original purpose for creating the school.

12 34. As the LPJ was the highest authority of the Roman Catholic Church in the Middle  
13 East with his headquarters in Jerusalem and Amman, Jordan, Plaintiff, SERYANI was assured that  
14 both AUM and their projects would be fully funded and that SERYANI would have full control over  
15 the application of these resources in his oversight position. With these assurances, Plaintiffs,  
16 SERYANI formed a new corporation, SYNERGY SELECT ONE, LLC ("SYNERGY") and  
17 registered it to do business in California.

18 35. In their discussions, TWAL agreed that in addition to his role as the administrative  
19 head of AUM, Plaintiffs, SERYANI and SYNERGY would also be given a contract to provide food  
20 services for the University and later it was agreed they could provide bus services for the students  
21 and employees of AUM and there were other contracts for construction and other services. The bus  
22 service was essential, as the school was located in Madaba that is about 25 miles from the capital  
23 city of Amman. With assurances of both financial success and honor, Plaintiffs, SERYANI agreed  
24 to suspend his successful career in America and spend significant periods of time away from his  
25 family in order to fulfill this mission.

26 36. The reality of the financial straits of AUM was concealed from Plaintiffs until after  
27 SERYANI had assumed his position as the administrator and invested considerable funds of his own  
28 to prop up this financially strapped educational organization. As the financial situation of AUM

1 grew worse, the means of acquiring funding for the institution grew more desperate. Plaintiff  
2 informed TWAL that he needed \$7,000,000 in funding to complete the repairs, start the second  
3 phase of the AUM campus (mainly the library) and to repay part of the amounts that Plaintiff had  
4 advanced as loans and in unpaid services to AUM. Plaintiffs were assured repeatedly that the  
5 financial situation would be resolved and all debts would be paid. Defendant, Twal sincerely assured  
6 Plaintiffs that \$20+ million would be coming soon from the Vatican. Plaintiffs trusted him.

7 37. Defendant, Twal forwarded emails, and arranged phone call meetings, and a member  
8 of the Vatican confirmed that the promised money would soon be wired to AUM. "The Magi are  
9 coming with the money," was Defendant, Twal's most repeated sentence. word for word. to every  
10 debtor related to AUM and or LPJ including the Plaintiffs. However, Plaintiffs later learned that  
11 the money did not arrive because Monsignor Nunzio Scarano (a top accountant for the Vatican),  
12 serving as the HS/VHS courier, was arrested as he attempted to bring \$20 million euros in hard cash  
13 from a Swiss bank account into Italy. Monsignor Scarano was arrested by the Italian police for  
14 money laundering. This scenario was admitted to Plaintiff, SERYANI at a later time by Defendant,  
15 Pizzaballa after portions of the story appeared in various news publication.

16 38. About two years after accepting his position as the Administrator for LPJ of AUM,  
17 Plaintiff, SERYANI discovered the real purpose of this "educational institution" known as AUM.  
18 Under the IRS tax code provisions, as explained in a document and an email Plaintiff received from  
19 LPJ, oil companies operating in the United States are allowed to make charitable donations of up  
20 to 5% of their net proceeds to educational institutions that are incorporated in the United States and  
21 have IRS 501(c)(3) exemption status. AUM was organized as a New Hampshire corporation and  
22 accredited with the NHHEC and the NEASC and it had been qualified for IRS 501(c)(3) status.

23 39. On September 18th, 2014 Plaintiff Seryani received an E-mail Communication from a  
24 representative of the Defendants, Fr. Michael McDonagh that contained three important attachments.  
25 The body of the email describing the content of the attachments is as follows:

26 The LPJ/AUM refinancing is a first read.  
27 Then the proposal!  
28 Then the draft letter (drawn up by Charlie).

Within the body of the email was a copy of a letter from McDonagh to Charlie stating the following:

1       *We are open to discuss various ways in which Latin Patriarch of Jerusalem can facilitate*  
2       *your endeavors; including using the Vatican's status as a sovereign nation to support*  
3       *Cardinal Resources to negotiate supply terms with a Country and/or with National Oil*  
4       *Companies.*

5       This letter was sent to Plaintiff, SERYANI at a time that Fr. McDonagh believed Plaintiffs  
6       would participate in and facilitate this money laundering scheme as a means to provide funding to  
7       AUM and pay its debts to Plaintiff.

8       40. On information and belief it is believed and thereupon alleged that this plan was known  
9       to Defendants from the inception of AUM and the reason for inducing Plaintiff, a well known and  
10       respected individual, to become the front representative and the Administrator “representing the  
11       owner of AUM, which is LPJ”. Plaintiff, SERYANI was instructed to negotiate a deal “In his  
12       position as the Administrator for LPJ” that would authorize and request the payment of  
13       \$150,000,000 to AUM for the necessary repairs and construction. Knowing that this was many times  
14       greater than the amount of money that was actually needed by AUM and that it would be impossible  
15       for AUM to repay such a large debt, Plaintiff, SERYANI investigated further into the reason for  
16       requesting such a large sum of money that would be unsound financially for AUM.

17       41. Plaintiff, SERYANI learned through this Email from Fr. McDonagh that he was being  
18       asked to participate in and initiate a massive money laundering scheme that involved all of the  
19       Defendants. The request for funding would have resulted in a payment of \$150,000,000 that would  
20       be reflected as a charitable donation from an international oil company operating in the United  
21       States. The oil company would be entitled to a charitable deduction from the IRS and glean a  
22       substantial amount of good will with the HS/VCS. As explained in the chart that was included as  
23       an attachment to this email, the funds would be funneled through JP Morgan Bank in New York  
24       City to the AUM accounts in the following manner:

25       A. LPJ engages AUM as an SPV Company “a Special Purpose Vehicle, limited  
26       Company is a company which is set up just to temporarily hold money” AUM uses  
27       its IRS 501(c)(3) exempt status to receive oil company charitable donations. The  
28       bank account holding these funds is then placed under the control of the PI (primary  
intermediary) that is called Cardinal Resources. Cardinal Resources then manages  
both the supply and the sales agreement with the supplier (oil company) and the off-

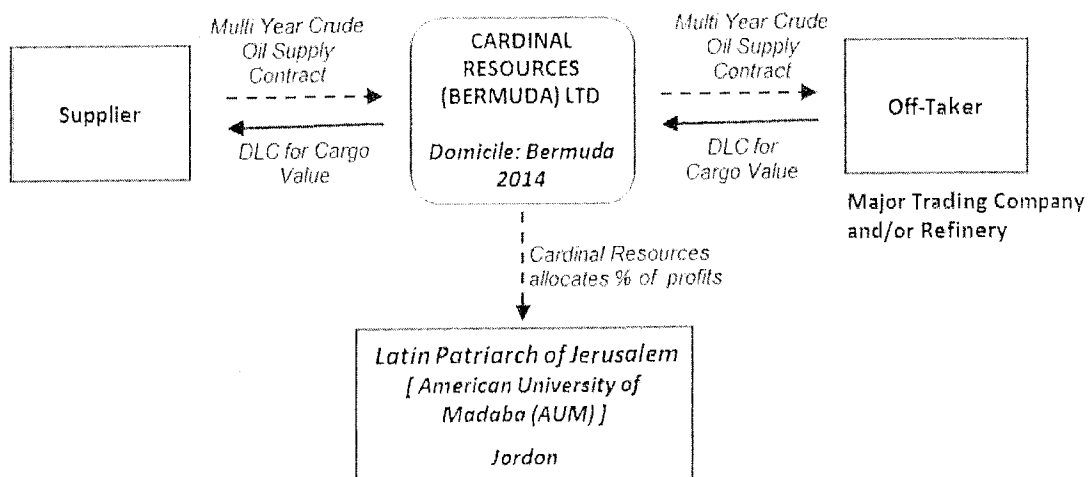
taker using the J P Morgan Bank to issue the DLC (documentary letter of credit).

B. A Bermuda based LTD company would work as a PI (primary intermediary) to control both ends of the deal and secure commission on both ends, and sign multi year crude oil contracts between supplier and off-taker in a perpetual funding and money laundering scheme.

C. The deal would be consummated using only a DLC that is issued by J P Morgan Bank in New York.

D. The Bermuda LTD would use the SPV AUM accounts and possibly certain HS/VCS accounts to transfer to the LPJ and the Vatican their 25% take of the funds. The remaining 75% of funds were to be distributed to the three other partners in the deal the PI, the supplier, and the off-taker.

42. This is a copy of the chart as it appeared on the documentation obtained in the email from Fr. McDonagh:



43. According to documentation obtained by Plaintiffs, SERYANI and SYNERGY, the delivery of the funds to the various parties would be undetected and undisclosed due to banking regulations that deem payments to and from the Vatican to have sovereign immunity from such disclosure. The Vatican maintains its own banks that have been protected from any such disclosure.

44. When Plaintiffs, SERYANI and SYNERGY refused to participate in this elaborate

1 money laundering scheme, their long term contracts were suspended and their property in Jordan  
2 was confiscated. This was the third and final time that Plaintiffs had refused to participate in a  
3 money laundering scheme proposed to him by the Defendants. Plaintiff, SERYANI was forced to  
4 leave Jordan and return to his home in California under threat of his arrest should he ever return to  
5 Jordan. Under these circumstances, Plaintiff, SERYANI has no meaningful recourse for his  
6 damages in Jordan.

### 7 **Defendants Latin Patriarchate of Jerusalem**

8 45. Prior to AUM's incorporation, Defendant, TWAL as the representative of The Latin  
9 Patriarchate of Jerusalem submitted a document to the higher Commission (NHHEC) concerning  
10 AUM and gave a copy of the document to Plaintiffs that states the following:

11 A. The American University of Madaba [AUM], is a not-for-profit private  
12 university owned by the Latin Patriarchate of Jerusalem in Jordan, with its main campus in  
13 Madaba, Jordan requests approval from the N.H. Higher Education Commission (NHHEC)  
14 as a precursor to incorporation in the State of New Hampshire.

15 B. The Latin Patriarchate of Jerusalem is a subdivision of the Catholic Church,  
16 covering Palestine, Jordan, Israel, and Cyprus.

17 C. The MoHE (Jordanian Minister of Higher Education) has appointed a Board of  
18 Trustees after consultation with the owners of the university, the LPJ.

19 D. Reasons for this request: AUM was established by the Latin Patriarchate of  
20 Jerusalem, to be located in Jordan, and was licensed by the Higher Education Council (HEC)  
21 of the MoHE in Jordan, by its Decision No (1374/2005) in session No. (70/2005) on  
22 December 15, 2005.

23 E. Board of Trustee: The Board of Trustees (BT) is the highest governing body  
24 of the AUM. It is appointed by the Jordanian MoHE in consultation with the Latin  
25 Patriarchate of Jerusalem, the creator of the university.

26 F. The land upon which AUM is built is owned by the Latin Patriarchate of  
27 Jerusalem. As regards the construction of the campus and provision of facilities, AUM has  
28 already organized a financial strategy for the university, which will be described in section

1004.10.

G. AUM is wholly owned and is operated by the Latin Patriarchate of Jerusalem, a subdivision of the Catholic Church. Phase I of the campus has been completed with capitalization funding from the Latin Patriarchate.

H. Capital Expenditures and Investment: The capital expenditures will be financed through capital injection from the Latin Patriarchate of Jerusalem of 60% and local bank loans of 40%.

46. In order to obtain accreditation, the State of New Hampshire Higher Education Commission, under Rule 405.10, requires that the Financial Resources of any educational institution be adequate for the institution to:

- a. Support and sustain its purpose;
- b. Implement its program; and
- c. Graduate its entering class (within 4 years for associate degree-granting authority, and within a minimum of 6 years for baccalaureate, masters, and doctoral degree-granting authority).

47. On information and belief it is believed and thereupon alleged that Fr. Majdi Siryani, in his position as the "Treasurer of AUMJ" and members of his staff with "AUMJ" in concert with Defendant, TWAL continuously and systematically communicated with and provided false information to the State of New Hampshire, the NHHEC and the United States Internal Revenue Service regarding the finances and status of AUM for the purpose of obtaining with false documentation the approval of AUM as a tax exempt organization and an accredited school with the NHHEC and NEASC. These Defendants made false representations to the NHHEC in order to induce the NHHEC into awarding degree-granting authority to AUM. On information and belief Plaintiffs are informed and believe that these representations were made knowing that they were false at the time they were made and made to the NHHEC for the purpose of inducing the NHHEC to provide AUM with degree-granting authority and later to induce Plaintiff to enter into contracts to provide administrative and other services to AUM on the basis of the false claims by Defendants that the critical degree-granting authority had been lawfully granted.

1                   **Defendant, Latin Patriarchal Vicariate for Jordan “Ecclesiastical Court”**

2                   **(“Ecc. Court”).**

3                   48. On information and belief, The Head of the First instant Ecclesiastical Court in Jordan  
4 Honorable Judge Fr. Dr. Jihad Shweihat, is an active member with Defendant, AUMJ and Trustee,  
5 representing Defendant, LPJ as the owner and landlord. Honorable Judge Fr. Dr. Jihad notarized and  
6 confirmed documents approving the payment of funds to Plaintiff, SERYANI in excess of US \$7  
7 million. Honorable Judge Fr. Dr. Jihad, on information and belief, personally authorized payments  
8 to be made directly to Plaintiff, Seryani from The Ecclesiastical Court accounts, related to this case.

9                   49. Honorable, Judge Dr. Fr. Shawqi Bateriaian notarized and confirmed documents  
10 approving and authorizing these payments to be made.

11                  50. Honorable Judge Dr. Fr. Majdi Siryani Head of the second instant of the Ecclesiastical  
12 court in Jordan held many positions at the same time for AUMC, AUMJ, and AUMI, and signed  
13 official documents for AUM’s, as well authorized Defendant, His Beatitude Fouad Twal to sign the  
14 main Contracts related to this case on behalf of AUM. Honorable Judge Dr. Fr. Majdi Siriani  
15 “Treasurer of AUMI” and his representatives from “AUMJ” continuously and systematically  
16 communicated with the State of New Hampshire North America Team, located in Concord and  
17 other cities of the State of New Hampshire for the purpose of communicating with the NEASC in  
18 Boston, MA to obtain accreditation.

19                   **Defendant, Mukawer Castle for Education**

20                  51. On information and belief, prior to the formation of the educational institution known  
21 as “Mukawer Castle,” the Vatican formed a committee known as “The Vatican Commission.”

22                  52. On information and belief “The Vatican Commission” held several meetings to discuss  
23 the financial status of AUM, specifically related the construction of the campus of AUMJ in Jordan,  
24 at LPJ and at the Apostolic Nunciature in Jordan known as “Vatican Embassy in Amman.”

25                  53. In August, 2014, Plaintiff Seryani attended one of those meetings with the following  
26 individuals: (1) His Excellency Antonio Franco, (2) The Former Apostolic Nuncios His Excellency  
27 Giorgio Lingua, (3) and other three members of the Vatican Commission.

28                  54. On information and belief Defendant, Mukawer Castle For Education Company, was



1 created through an order of The Secretary of State of the Vatican, Defendant, His Eminence Pietro  
2 Parolin [Parolin]. He is one of the highest ranking officers of HS/VCS.

3 **Defendant, Vatican Foundation St. John the Baptist**

4 55. On August, 25th, 2015, a communication was sent to Defendant, TWAL from  
5 Defendant, His Excellency Antonio Franco stated that the Vatican Foundation St. John the Baptist  
6 would credit the sum of \$250,000 to Plaintiff's account in Jordan, and a second payment to the  
7 Ecclesiastical Court of the Patriarchal Vicariate of Jordan the sum of \$244,000

8 56. Through extensive communications verbally, by email, telephone calls, messages, and  
9 by other means Plaintiff has confirmed the direct involvement of Vatican St. John the Baptist as a  
10 source of funding for AUM and payment of amounts owed to Plaintiffs.

11 57. On information and belief, The Vatican St. John the Baptist borrowed a sum of 50  
12 million Euros from European Banks that was to be used in part to pay the debts of AUM, including  
13 all debts to Plaintiffs, and that these funds were wired to AUM through Defendant, Mukawer Castle  
14 for Education.

15 **Defendant, The Holy See or as commonly recognized as The Vatican Nation [HS/VCS]**

16 58. On information and belief, the Vatican Secretary of State, Eminence Pietro Parolin  
17 ordered the establishment of The Vatican Commission, which became The Vatican Foundation St.  
18 John the Baptist in Italy and had as a counterpart, the Mukawer Castle for Education in Jordan.

19 59. On July 4th, 2018 Plaintiff, Seryani received an E-mail communication from  
20 Defendant, His Excellency, Archbishop Pierbattista Pizzaballa. The Email came from the IP address  
21 212.77.30.72 that belongs to the Vatican and from computer Number "ASN" 8978 which belongs  
22 to the Holy See Secretariat of State, Department of Telecommunication. This email from  
23 Defendant, His Excellency, Archbishop Pierbattista Pizzaballa affirmed that Plaintiffs would be paid  
24 upon the fulfillment of certain conditions. This communication was an affirmation of the existence  
25 of the obligations of HS/VCS and AUM to Plaintiffs. Multiple emails followed from the same IP  
26 address with the same message.

27 60. On information and belief, on August, 30, 2018 Plaintiff, Seryani received an email  
28 communication from Defendant, His Excellency, Archbishop Pierbattista Pizzaballa that again

1 confirmed the obligations of Defendants to the Plaintiffs, and sought to resolve the amounts owed  
2 to Plaintiffs and make full and final payment on the accounts.

3 **Defendant, His Beatitude Fouad Al-Twal**

4 61. Defendant, His Beatitude Fouad Al-Twal [“TWAL”] on information and belief was the  
5 head of the Latin Patriarchate of Jerusalem, who is the sole owner of the American University of  
6 Madaba Inc. as registered in the state of New Hampshire; the owner of the American University of  
7 Madaba Company as registered in The Hashemite Kingdom of Jordan; the first chairman of the  
8 Board of Trustees of The American university of Madaba; and the landlord of the real estate of the  
9 American University of Madaba. Defendant, TWAL has the highest Authority and signature over  
10 all the Latin Catholic Archdiocese with jurisdiction for all The Latin Catholics in Israel, the  
11 Palestinian authorities, Hashemite Kingdom of Jordan and Cyprus. Defendant, TWAL Emanates and  
12 receives his power directly from the Vatican in Rome (HS/VCS).

13 62. On information and belief Defendant, His Beatitude Fouad Al-Twal TWAL was the  
14 highest ranking official of the Latin Patriarchate of Jerusalem.

15 63. On information and belief TWAL was Chairman of the [AUMC] Board of Directors.

16 64. On information and belief Defendant, Twal signed an independent Auditor’s third party  
17 provided by Michael Sindaha & Company a Certified Public Accountant containing the AUMC &  
18 AUMJ Financial Reports.

19 65. On information and belief Defendant, Twal signed for and authorized loans from local  
20 and international banks using the AUM Financial Reports and AUM financial income.

21 66. On information and belief Defendant, Twal wired money from his personal bank  
22 account to AUM bank accounts on multiple occasions.

23 67. On information and belief Defendant, Twal managed, operated, conduct meetings,  
24 ordered payments, and oversaw and authorized transactions, related to AUM financial accounts.

25 68. On information and belief Defendant, Twal wired money as payments related to the  
26 facts of this case to Plaintiffs from his personal account.

27 69. On information and belief Defendant, Twal, received salary, retirement, rewards, grants,  
28 and gifts as a direct monthly, yearly, onetime, or other payment from the Vatican related to his

1 position with the LPJ or concerning the AUM project.

2 70. On information and belief Defendant, Twal represented the Vatican in arranging,  
3 negotiating and transferring funds using AUM name and financial reports & accounts.

4 71. On information and belief Defendant, Twal authorized several not-for-profit entities in  
5 the United States to collect donations using the AUM name, and on information and belief that  
6 money never reach AUM accounts.

7 72. On information and belief, it is believed and there upon alleged that Defendant, Twal  
8 collected money from fundraisers, donations, grants, or other means, and used several American not-  
9 for-profit entities to wire the money with an unclear intention or purpose. On January 28th, 2015.  
10 Plaintiff Seryani received an email communication from Defendant, Twal with an attachment  
11 containing wiring instructions to his personal Bank of America account or to another non- for-profit  
12 entity in the United States under his authority

13 73. On information and Belief Defendant, Twal signed documents and affidavits under oath  
14 which were submitted to New Hampshire Superior Court and contained misleading information.

15 **Defendant, His Excellency Archbishop Pierbattista Pizzaballa (Pizzaballa)**

16 74. Defendant, His Excellency Archbishop Pierbattista Pizzaballa known as the “The  
17 Apostolic Chair Administrator” was appointed by the Vatican on June 24th 2016, following the  
18 resignation of His Beatitude Fouad Al-Twal, as the Apostolic Administrator of the Latin Patriarchate  
19 of Jerusalem, which owns AUM. Defendant, Pierbattista Pizzaballa currently is the highest  
20 authority over all the Latin Catholic Archdiocese with jurisdiction over all Latin Catholics in Israel,  
21 the Palestinian authorities, Jordan and Cyprus. Defendant, Pizzaballa’s authority issues from the  
22 Vatican in Rome. On information and belief Defendant, Pizzaballa is the Chairman of the AUMC  
23 Board of Directors and is authorized to sign documents for AUMC and AUMJ.

24 75. On information and belief, Defendant, Pizzaballa authorized, managed, ordered, and  
25 controlled unlawful activities against Plaintiff Seryani that include but are not limited to the  
26 unlawful sale of Plaintiff Seryani assets and vehicles; the theft of Plaintiff Seryani’s identification;  
27 the theft of Plaintiff’s bank account, and the unlawful seizure of the Plaintiff’s money and revolving  
28 accounts with AUM. On information and belief, Defendant, Pizzaballa ordered, aided, abetted, and

1 covered-up the unlawful activity of Defendant, Mukawer Castle for Education and the Vatican  
2 concerning AUM.

3 76. On information and belief in a March 4th 2017 communication to all dioceses of the  
4 LPJ including the ones in California, Defendant, Pizzaballa stated that his appointment as the  
5 Apostolic Administrator of LPJ, as someone from outside the Patriarchate clergy, meant that there  
6 had been many mistakes made and wrong decisions that affected the life of the Patriarchate,  
7 financially and administratively, mainly concerning the American University of Madaba. That  
8 communication confirmed that as Apostolic Administrator, Pizzaballa was granted the authority to  
9 make decisions regarding the financial and administrative obligations of AUM.

10 77. On information and belief on November 2nd 2017, Defendant, Pizzaballa, sent an  
11 email communication to Plaintiffs seeking to resolve the dispute. This email led Plaintiff to believe  
12 there would be a resolution of AUM's obligations to him. The email acknowledged that Plaintiffs  
13 were owed money from the various contracts and investments and sought settlement.

14 **Defendant, His Excellency Archbishop Bishara Maroun Lahham**

15 78. On information and belief Defendant, His Excellency Archbishop Bishara Maroun  
16 Lahham ("LAHHAM") was the Chairman of the Board of Directors of AUMC. He was fully  
17 authorized to sign documents for AUMC and AUMJ.

18 79. On information and belief, Defendant, Lahham was the Archbishop and Vicar of  
19 Defendant, LPJ in Amman, Jordan. Defendant, Lahham was the Deputy Chairman of the Board of  
20 Trustees for Defendant, AUMJ.

21 80. On information and belief, Defendant, Lahham, controlled, supervised, ordered, and  
22 managed some or all of the wrongful activities described herein against Plaintiffs.

23 81. On information and belief Defendant, His Excellency, Archbishop Bishara Maroun  
24 Lahham was the Chairman of the AUMC Board of Directors, fully authorized to sign documents for  
25 AUMC and AUMJ.

26 82. On information and belief, Defendant, Lahham was the Archbishop and Vicar of  
27 Defendant, LPJ in Amman, Jordan. Defendant, Lahham was the Deputy Chairman of the AUMJ  
28 Board of Trustees. On information and belief Defendant, Lahham was put in charge of supervising,

1 ordering, and managing the activities against Plaintiffs, related to this case.

2 83. Defendant, Lahham on several occasions admitted to the fact that Plaintiffs needed to  
3 cooperate with him because AUM was established mainly to launder money and that was the method  
4 by which funding for Plaintiff's contracts with AUM could be obtained.

5 84. On information and belief, at the time that Defendant, Lahham conducted an official  
6 visit to California, a sex scandal erupted on social media where one of his alleged victims had  
7 released a video, photos, and other information related to his alleged improper sexual activity.

8 85. On information and belief, on January 5, 2017, Defendant, Lahham issued a public  
9 statement concerning his observations about the Vatican decision to accept Defendant, Twal's  
10 resignation and the appointment of Defendant, Pizzaballa as the LPJ. Defendant, Lahham later  
11 noted that he received a letter dated January 31, 2017 from the Vatican Embassy in Jordan asking  
12 him to resign.

13 86. On January 6, 2017, Defendant, Lahham was moved out of Jordan by an order from the  
14 Vatican, and transferred to unknown facility for "treatment."

15 **Defendant, His Excellency Archbishop William Shomali [Shomali]**

16 87. On information and belief Defendant, His Excellency ("Shomali") was the Chairman  
17 of the AUMC Board of Directors, fully authorized to sign documents for AUMC and AUMJ.

18 88. On information and belief, Defendant, Shomali authorized, managed, ordered, and  
19 controlled unlawful activities against Plaintiff Seryani that include but are not limited to the unlawful  
20 sale of Plaintiff Seryani assets and vehicles; the theft of Plaintiff Seryani's identification; the theft  
21 of Plaintiff's bank account, and the unlawful seizure of the Plaintiff's money and revolving accounts  
22 with AUM.

23 89. On information and belief, Defendant, Shomali ordered, aided, abetted, and covered-up  
24 the unlawful activity of Defendant, Mukawer Castle for Education and the Vatican concerning  
25 AUM.

26 90. On information and belief, Defendant, Shomali is the current Auxiliary Vicar of  
27 Defendant, LPJ in Jordan, with full authority to act on behalf of the LPJ and the Chairman of the  
28 Board of Trustees of AUMJ.

1                   **Defendant, His Excellency Archbishop Antonio Franco Defendant, [Franco]**

2                   91. On information and belief, Defendant, Franco first appeared in connection with these  
3 matters early in 2014, when he was appointed by the Vatican to arrange for a major change with the  
4 control over AUM.

5                   92. Defendant, Franco started what was known as the Vatican Commission in Jordan, that  
6 later became the Mukawer Castle for Education.

7                   93. Defendant, Franco, on information and belief, acted as the direct representative of the  
8 Vatican to organize, arrange, communicate, and administer the Vatican Foundation St. John the  
9 Baptist in Rome, Mukawer Castle for Education in Jordan, the American University of Madaba  
10 Company [AUMC], in Jordan, the American University of Madaba, Inc. [AUMI], in New  
11 Hampshire, and the American University of Madaba [AUMJ]. Defendant, Franco's authority issued  
12 directly from the Vatican.

13                  94. Through emails and communications related specifically to this complaint and this case,  
14 it is believed and thereupon alleged that Defendant, Franco acted as the owner, officer, landlord,  
15 board member, director, chairman, deputy chairman, employee, and agent of every other foundation  
16 related to the Vatican that had any relationship with AUM. He generated and distributed various  
17 communications in that position through Computers with an IP address related to the Vatican and  
18 the Vatican's Secretary of State.

19                  95. On information and belief, Defendant, Franco held meetings at AUMJ, at the LPJ  
20 offices, and at the Apostolic Nunciature in Jordan, known as the "Vatican Embassy in Amman" to  
21 discuss AUM's financial status and matters related to this case. In or about August 2014, Plaintiff  
22 Seryani attended one of the meetings that included: (1) Defendant, Franco, (2) the Former Apostolic  
23 Nuncios, His Excellency Giorgio Lingua, and three other members of the Vatican Commission.

24                  96. On information and belief, between July and November, 2014, all of the administrative  
25 decisions an authority of Defendant TWAL, the Patriarch of Jerusalem, were suspended and  
26 transferred to Defendant, Franco as the Vatican's representative.

27                  97. In a December 26, 2015 communication to the head of the second instant Latin  
28 Patriarchal Vicariate for Jerusalem – "Ecclesiastical Court," Honorable Fr. Emil Salaita Defendant,

1 I also said that the documentation should be controlled by the local Company. So I  
2 repeat the request I already made in Jerusalem: to make contact with Mr. Adnan  
3 Ziadat, President of the "Mukawer Castle for Education Private Company". This is  
4 the procedure that the Vatican Foundation is following with all creditors of the  
5 Patriarchate, in relation to the execution of the project of the University of Madaba

6 98. In an August 25, 2015 communication with Fr. Imad Twal "The Financial  
7 Administrator," for LPJ and employee of AUMJ, Defendant, His Excellency Antonio stated:

8 (1) Thank you for the email with which you sent me the response of Mr. Benjamin [Plaintiff]  
9 to the gesture of good will I proposed, **on behalf of the Vatican Foundation St. John the**  
10 **Baptist, to credit the sum of \$250,000 to his account in Jordan**, of which he sent the bank  
11 details, and to pay to the Ecclesiastical Court of the Patriarchal Vicariate of Jordan the sum  
12 of Jordan Dinars JOD 244,000 (it is not yet clear whether it is US\$ or JOD), **with an**  
13 **invitation to come and close all the "files" still pending in relation to his cooperation**  
14 **with the Latin Patriarchate of Jerusalem for the management of the AUM.**

15 (2) If there is a written commitment on these two points, **I will immediately give the**  
16 **instructions for the two payments mentioned above.** If there should not be a written  
17 commitment signed by Mr. Benjamin, I would still keep my good will commitment, provided  
18 that H.B. the Patriarch gives he, himself, a written assurance that he will obtain from Mr.  
19 Benjamin what I am asking from him on behalf of the Foundation.

20 **Defendant, Cardinal Secretary of State His Eminence Pietro Parolin [Parolin].**

21 103. On information and belief, Defendant, Parolin ordered the establishment of the Vatican  
22 Commission, later becoming the Vatican Foundation St. John the Baptist and ultimately Mukawer  
23 Castle for Education.

24 104. On July 4th, 2018 Plaintiff Seryani received an email communication from Defendant,  
25 Pizzaballa. The email came from an IP address 212.77.30.72 belong to the Vatican and from  
26 computer Number "ASN" 8978 which belongs to the Holy See Secretary of State Department of  
27 Telecommunication. Defendant, Pizzaballa's email that acknowledged the obligations of LPJ and  
28 the Vatican to Plaintiffs and assured Plaintiffs that their claims would be resolved.

105. Plaintiff Seryani is an American businessman of Jordanian descent. Seryani has  
extensive business experience in the hospitality and hotel industries.

**FIRST CAUSE OF ACTION FOR FRAUD**  
**AGAINST ALL DEFENDANTS AND DOES 1-100**

106. Plaintiffs incorporate the factual allegations of Paragraphs 1-105 above as if fully set  
forth herein.

107. In 2012, Seryani was approached by Defendant, Twal and asked to lend his experience  
and resources to develop and operate an educational campus in Jordan known as the "American

1 University of Madaba.” Defendant, Twal invited Plaintiff, SERYANI to a meeting with him during  
2 a fundraising tour in the United States related to AUM. Defendant, Twal invited Plaintiff,  
3 SERYANI to a meeting on an undisclosed topic.

4 108. During his visit Defendant, Twal explained that the American University of Madaba  
5 (AUM) required management assistance relating to the development and operation of its new  
6 campus in Madaba, Jordan. The Defendant, explained the need of an expert with the American  
7 requirements especially in the area of the food and beverage and other services.

8 109. During the visit and in order to induce Seryani, Defendant, Twal represented to  
9 Plaintiff, SERYANI that the university cost exceeded the \$118 million, and that the Vatican is  
10 involved in the financial aspects of AUM.

11 110. With these representations, Defendant, Twal requested that Plaintiff Seryani come to  
12 Jordan and help in the opening process of AUM because Plaintiff’s expertise was highly needed at  
13 that stage. In order to induce Plaintiff Seryani to accept the offer, Defendant, Twal represented that  
14 the Vatican would be opening three hotels in the area for which Plaintiff, SERYANI would be  
15 placed in charge.

16 111. A few weeks after the visit, Plaintiff Seryani started receiving email communications  
17 and phone calls from a person named Gabi Sharbain, claiming to be a representative of Defendants  
18 Twal, LPJ, and the project manager of AUM. Gabi Sharbain submitted an offer to Plaintiff Seryani  
19 to come and work under Sharbain Company as Defendant, Twal had suggested. Plaintiff Seryani  
20 unequivocally refused the offer to work as an employee for a third party.

21 112 – Defendant, Twal started his own direct email and phone communications with Plaintiff  
22 Seryani, offering him a management agreement with AUM.

23 113. Fr. Majdi Siryani also contacted Plaintiffs during this time period and induced them  
24 to enter into all of the contracts with AUM that are alleged herein for Administration; Food and  
25 Beverage; Maintenance; and Transportation among others with assurances that there was and/or  
26 would be sufficient funding for all of these contracts. Defendant, Fr. Majdi Siryani authorized  
27 Defendant, TWAL to sign the contracts that AUM entered into with Synergy Select One, LLC,

28 114. Fr. Majdi Siryani attended all of the management, financial, bidding committee



1 meetings for AUMJ, AUMC, & AUMI relating to all of the contracts with SYNERGY.

2 115. Fr. Majdi Siryani repeatedly assured Plaintiffs that whatever payments were owed  
3 to them under the contracts with AUM would be paid in full. "But for" his assurances, Plaintiffs  
4 would not have entered into these agreements or advanced their time, materials and funding on  
5 behalf of AUM.

6 116. In reliance on the various assurances extended, Plaintiffs entered into a  
7 "Management Agreement" with Defendant, AUM in 2012 (see Count I, Breach of Contract).  
8 October 1st 2012 both parties agreed on the starting date, October 1, 2012, and Plaintiff Seryani  
9 started his initial investment with AUM. Soon thereafter, Defendants AUM and LPJ began paying  
10 for Plaintiff's services based on the agreed contract.

11 117. By about the fourth month into the contract, cash flow problems developed. It was  
12 Plaintiff Seryani's understanding that finances would not be an issue per Defendant, Twal's  
13 assurances that 20+ million would be coming soon from the Vatican. Defendant, Twal forwarded  
14 emails, and arranged phone call meetings, and a member of the Vatican confirmed the money wire.  
15 "The Magi are coming with the money," was Defendant, Twal's most repeated sentence word by  
16 word to every debtor related to AUM.

17 118. In order to induce Seryani to make the requested loans and provide the requested  
18 services, Defendant, Twal informed Seryani that the Latin Patriarchate and the Vatican had promised  
19 to guarantee all financial obligations of AUM during its startup phase (first six years) and would  
20 guarantee all obligations due and owing to Plaintiffs and all other debtors.

21 119. At all relevant times, it was unclear to Plaintiffs if Defendant, Twal was making said  
22 representations and guarantees in his capacity as an agent, officer, employee, of the Latin  
23 Patriarchate of Jerusalem and the Vatican; or for AUMC, and AUM generally. Defendant, Twal was  
24 the highest authority over everything related to LPJ and AUM, as Vatican representative.

25 120. By early July 2013, Defendant, AUM nearly depended entirely on funding from  
26 Plaintiff Seryani to keep the doors open. In order to induce Plaintiff Seryani to maintain his support  
27 for AUM, Defendant, Twal issued a **General Power Of Attorney to Plaintiff Seryani (the**  
28 **"P.O.A."**). The P.O.A. was notarized, certified and apostille sealed, by the head of the First Instant

1 **"P.O.A."**. The P.O.A. was notarized, certified and apostille sealed, by the head of the First Instant  
2 Ecclesiastical Court in Jordan, Honorable Judge Fr. Dr. Jihad Shweihat.

3 The P.O.A. states as follows:

4 I, The undersigned, Patriarch Fouad Boutros Ibrahim Twal in my capacity as the Patriarch  
5 of the Holy Latin Diocese in Jordan, and Palestine, **and in my capacity as an authorized**  
6 **signatory on behalf of the American University of Madaba Corporation** and bearer of  
national number 9401010327 affirm that I have delegated and appointed as my surrogate  
and substitute: Benjamin Semaan Siryani.

7 121. It was mentioned several times that the purpose of the power of attorney is to protect  
8 Plaintiff Seryani's work and services at AUMJ, and specifically to represent LPJ as the owner of  
9 AUM.

10 122. The parties continued to work together, based upon the representation and assurances  
11 of the LPJ, whose words were considered to be trustworthy and reliable by Plaintiff. Based on these  
12 assurances the Plaintiff continued to advance funds to AUM, which TWAL assured that would be  
13 repaid. In continued reliance on the assurance that LPJ, the Vatican, and AUM would repay the  
14 debts, at various times, Plaintiff Seryani agreed to help AUM in the following ways:

- 15 A. Constructing and furnishing necessary equipment related to a Laboratory Building;
- 16 B. Paying third-party construction companies and other physical plant contractors;
- 17 C. Converting "Building A" to another laboratory and/or funding the same;
- 18 D. Completing and/or funding other various projects to "Building A," including  
19 landscaping, engineering, and electrical projects.
- 20 E. Completing and/or funding campus landscaping projects;
- 21 F. Completing and/or funding other various campus maintenance projects.

22 123. On December 12, 2013, Defendant, TWAL issued a letter of credit to Al-Ahli Bank  
23 to wire three million Euor to Plaintiff, SERYANI's account. These funds were never deposited in  
24 Plaintiff's account. It was just another ruse to keep Plaintiff, SERYANI in his position.

25 124. Through the course of the relationship with AUM and the LPJ, and in order to induce  
26 Plaintiff Seryani to continue providing assistance, Defendants Twal and Lahham, on more than three  
27 occasions requested that Plaintiff Seryani represent LPJ and the Vatican in meetings with certain  
28 business people and entities for business deals that would cause large amounts of money to flow to

1 AUM accounts:

2 A. Meeting with a San Diego based company funded by Chinese investors for a deal that  
3 would generate \$900 million in funding for AUM in what was called the Green City Project.

4 B. Meeting with a Jordanian Banker to pass a consolidated Loan to AUM of about \$91  
5 million JOD which is approximately \$127 million USD.

6 C. Meeting with the head of the Vatican Commission to ask that Euro 50 million to be  
7 transferred to AUM accounts.

8 D. Meeting with a United States citizen and California resident named "Charlie" to  
9 arrange for a deal for a \$150+ million loan for AUM, and deals with banks and oil companies  
10 (mostly American offshore companies) using Vatican's sovereignty and AUM's tax exemption.

11 125. The fraudulent arrangement for funding of AUM was described by Charlie as follows:

12 A. LPJ engages an SPV Company for the purpose of making tax exempt donations  
13 to AUM. (The SPV Company is set up just to hold property or funds and nothing else).

14 B. AUM to manage the supply and sales agreement between supplier (an  
15 international oil company) and trading company and an off-taker, using AUM's Non-profit  
16 and tax exempt status.

17 C. A Bermuda based LTD company would work as the PI (primary  
18 intermediary) to control both ends of the deal and secure payment of the commissions on  
19 both ends. This entity will sign multi year crude oil contracts between supplier and off-taker.

20 D. The financial arrangements will be accomplished using DLC (documentary  
21 letter of credit) only.

22 E. The Bermuda LTD would use an AUM accounts to transfer funds to the LPJ  
23 and the Vatican for their 25% cut of the funding. The remaining 75% of funds were to be distributed  
24 to the three other partners in the deal the PI, the supplier, and the off-taker.

25 126. Defendants, Fr. Majdi Siryani, Twal and Lahham, in order to induce Plaintiff Seryani  
26 to engage in such deals, requested Plaintiff's presence during preliminary discussions with the other  
27 parties. Later, the Defendants asked Plaintiff Seryani to follow-up and close the business deals that  
28 had been arranged.

1           127. Plaintiff Seryani refused to sign, pass, or even allow the arrangements described by  
2 Charlie to go through and repeatedly advised the Defendants Twal and Lahham, regarding the  
3 illegality of this scheme.

4           128. After the scandal of the Vatican Bank in Europe, Plaintiff Seryani confronted  
5 Defendants, Twal and Lahham concerning their intention to use him as a (Scapegoat) in the above  
6 described money laundering scheme. Both of them which they both admitted. Defendant, Lahham  
7 clearly indicated that the money laundering process had been ordered by their superiors at the  
8 Vatican. Later, and on many occasions, Defendant, Twal requested none of the files or information  
9 regarding the laundering scheme be exposed.

10           129. – By early 2014, AUM's financial crises had become very obvious, with several  
11 lawsuits filed in Jordanian courts against AUM, LPJ, and Lahham as an individual.

12           130. – Meanwhile, on numerous occasions and in numerous ways, the Defendants through  
13 their officers, agents and employees used their titles with American University of Madaba, American  
14 University of Madaba, Inc., and American University of Madaba Company interchangeably as they  
15 saw fit to avoid Judgments. They used these three different names for the one organization to induce  
16 and deceive lenders, contractors, and banks, with complete disrespect for their separate corporate  
17 formation, in order to obfuscate the fact that there was only one entity with three different names.

18           131. – By late 2014, the Vatican appearance at AUM became very obvious as the Vatican  
19 Commission, and the Commission stated publicly its concerns about AUM finances.

20           132. During the time period August 2014 to November 18<sup>th</sup> 2015 there was no official  
21 Vatican entity charged with the control, management, and operation of AUM. Rather, the Vatican  
22 chose the individuals named as Defendants in this case. Plaintiff Seryani requested Defendant,  
23 AUM and Defendant, LPJ to verify those individuals and their relation to AUM and LPJ. However,  
24 Plaintiff Seryani never received a clear answer or even a direct answer as they all knew the unlawful  
25 existence of anyone outside the corporate itself acting as a corporate officer.

26           133. At about this time, Plaintiff Seryani officially requested the "Ecclesiastical Court" to  
27 interfere in order to protect his investments from being mismanaged by individuals with no relation  
28 to AUM or LPJ.

1           134. It is appropriate to mention the involvement of defendant, "Ecclesiastical Court," at  
2 this stage:

3           A. In early 2013 Defendant, "Ecclesiastical Court" represented by the head, Dr. Fr.  
4 Jihad Shweihat, issued three payments to Plaintiff, Seryani Account on behalf of LPJ and  
5 AUM by a personal order from Defendant, Twal. (Fr. Jihad is a board member with AUMC  
6 and a member of the AUMJ Board of Trustees).

7           B. Defendants, Ecclesiastical Court, LPJ, Twal, and Lahham, co-mingled their  
8 business affairs and assets with each other.

9           C. After a deeper inquiry concerning the money paid to Plaintiff Seryani, it had  
10 come from a trust account related to the family of a deceased priest. Ultimately, the family  
11 requested their money back. However, Defendants Twal, LPJ, Lahham, and the  
12 Ecclesiastical Court no longer had the money to pay back.

13           D. Defendant, "Ecclesiastical Court," forged all documents of the trust account with  
14 the help of one individual of the family of the deceased priest in order to issue those  
15 payments.

16           E. Defendant, "Ecclesiastical Court" with a third party CPA, at the request of  
17 Plaintiff for more than three months audited and investigated Plaintiff Seryani accounts and  
18 contracts.

19           F. Defendant, "Ecclesiastical Court," negotiated on behalf of Defendants LPJ and  
20 AUM for Plaintiff Seryani's exit and the purchase of his assets and contracts. "Ecclesiastical  
21 Court" suggested a payment of \$5 to \$7 million dollars and requested Defendants Twal, LPJ,  
22 AUM, Lahham, to pay this amount as compensation to exit from their obligations.

23           G. Defendants Franco and Parolin refused the exit plan suggested by the  
24 Ecclesiastical Court and proceeded to unlawfully suspend the contracts.

25           H. Defendant, "Ecclesiastical Court" stopped communicating with Plaintiff Seryani  
26 for reasons unknown to Plaintiff.

27           135. By late 2014 The Vatican Commission ordered AUM to suspend all their services and  
28 contracts with Plaintiffs regardless of the legal issues. Plaintiff, Seryani issued several emails and

1 warning letters to Defendants, AUM and LPJ officials concerning these proposed actions.

2 136. Defendants LPJ and AUM expressed in many communications that the Vatican made  
3 the decision in disregard of the legal ramifications.

4 137. Defendants named as individuals in this case suspended Defendants' services, and  
5 contracts with Plaintiffs in disregard of Plaintiffs' rights.

6 138. Under Plaintiff, Seryani's tutelage and over the course of time, the Defendants AUM  
7 and LPJ were able to successfully develop a modern campus with high quality support services and  
8 infrastructure. By and through the efforts of Plaintiffs, AUM flourished and became a respected and  
9 well-known campus with very high quality services representing the American Culture.

10 139. In the early of 2015, Plaintiffs were abruptly and without prior warning informed that  
11 AUM and all of its related entities, their offices, agents, and employees were suspending their  
12 affiliation with the Plaintiffs. Plaintiff, Seryani was informed that all agreements and arrangements  
13 between the Defendants and Seryani and Synergy would be suspended.

14 140. In a coordinated action, using aggressive threats, the Vatican Commission, with the  
15 assistance of other Defendants, forced all assets, revolving accounts, and vehicles belonging to  
16 Plaintiff Seryani or any of his entities to be seized by them, and plaintiffs were deprived of  
17 continuing their services under all contracts described herein.

18 141. At this stage SERYANI's American Passport and bank account in Jordan were copied  
19 compromised and used improperly by Defendants. Plaintiff Seryani received a letter from his bank  
20 signed by the President of AUMJ falsely claiming that Plaintiff Seryani's personal account belonged  
21 to AUM. Defendant, Muslih used Plaintiff Seryani's American Passport in a case in Jordan in a  
22 manner that was not authorized by Plaintiff, SERYANI but as directed by Defendants Pizzaballa,  
23 Twal and Lahham.

24 142. Plaintiff Seryani requested bank statements from the bank and on his accounts but the  
25 bank refused to respond to that request.

26 143. A member of AUMJ Board of Trustees, is a family member who owns the Bank.

27 144. Despite repeated demand, the Defendants have not repaid any of the funds that  
28 Plaintiffs have advanced for AUM nor paid the Plaintiffs for their services provided. Defendants

1 Vatican Commission, MCE, SJB, Franco, Fr. Majdi Siryani and Parolin are fully in charge of AUM  
2 management and business affairs.

3 145. Not immediately known to Plaintiff Seryani, and in response to an inquiry by New  
4 Hampshire Higher Education Commission about AUM financials, a member of the Vatican  
5 Commission, Mr. Adnan Ziadat falsely represented himself as an AUM official on or about April  
6 15, 2014 in a communication. In that communication Ziadat stated that: “[T]he Vatican and the  
7 Patriarchate are working on a[n Unofficial] solution where AUM may not have to pay back the loan,  
8 but it’s still in the configuration stages.”

9 146. On the basis of this communication and other information discovered only later by  
10 Plaintiffs, it is clear that Defendants never had any intention of fulfilling their obligations to  
11 Plaintiffs.

12 147. On information and belief, AUMI has never had sufficient financial resources to pay  
13 the obligations due and owing to Plaintiffs.

14 148. On February 2, 2015, The Vatican Commission stepped in to manage AUM in spite  
15 of having no corporate connection to AUM.

16 149. On November 18th, 2015 the Vatican formed and registered Mukawer Castle for  
17 Education with the Jordanian authorities. The company was registered under the ownership of LPJ  
18 but none of the members of LPJ were members of Mukawer Castle for Education (“MCE”).  
19 Individuals from the Vatican Commission became the controlling members of MCE.

20 150. At the same time, the Vatican formed “The Vatican Foundation St. John the Baptist  
21 in Rome.

22 151. On information and belief, Defendant, LPJ requested that the Jordanian authorities  
23 communicate with Defendants, Mukawer Castle for Education as the LPJ representative managing  
24 AUM. However, Jordanian authorities refused the request because Defendant, MCE was not  
25 qualified as an educational entity. It was a shell created by the Vatican.

26 152. Defendants Vatican, Parolin, Franco, SJB, and MCE, unlawfully appointed three of  
27 MCE paid members to the AUM Board of Trustees, using nepotism and the influence of a previous  
28 and corrupt former Jordanian Minister of Higher Education.

1 153. Plaintiff, Seryani filed two Complaints with the Jordanian Anti-corruption Department.  
2 Neither complaint was investigated. Both were quickly dismissed.

3 154. On information and belief, Defendants, the Vatican Foundation and Mukawer Castle  
4 for Education, obtained a 50 million euro loan from European Banks using the AUM name and  
5 financials criteria.

6 155. Defendants the Vatican and all other Defendants announced publicly their intentions  
7 and responsibilities towards AUM accounts. Defendants LPJ, and Pizzaballa denied that they own,  
8 or operate AUM. In negotiations, Defendant, Pizzaballa referred to Defendants Vatican, MCE, SJB,  
9 Parolin, and Franco as the parties responsible for AUM. Defendant, Pizzaballa submitted an  
10 arbitration contract to Plaintiff Seryani using the Vatican as the main entity that owns and operates  
11 AUM.

12 156. – By the end of 2015, the status of AUM was as follows: As required by the Jordanian  
13 and the New Hampshire Higher Education authorities, the American University of Madaba must be  
14 incorporated to conduct business. While the school known as AUM operates as a single entity, there  
15 are three different entities that are used interchangeably as the name for this single entity.

16 A AUM was incorporated in the State of New Hampshire as AUMI

17 B. AUM was incorporated in Jordan as AUMC

18 C. AUM campus is the physical location of the university as AUMJ

19 157. At the end of 2015 the Vatican (HS/VCS) as part of its conspiracy to take control over  
20 AUM, created another group of holding companies including: Mukawer Castle for Education in  
21 Jordan and the Vatican Foundation in Rome.

22 158. – At least five separate entities and groups of individuals co-mingled their financials  
23 and assets to run and manage AUM as a money laundering vehicle. The financial process was co-  
24 mingled to such an extent that the existence of these separate entities has been diminished beyond  
25 recognition. On information and belief, the financial affairs of AUM during the period 2012 through  
26 2019 are as follows:

27 1. Defendant, LPJ co-mingled its assets and payments with AUM through  
28 payments made to Plaintiffs related to this case:



1                   2.       Defendants, Twal and Lahham co-mingled their personal accounts with AUM  
2 accounts and made payments to Plaintiffs related to this case.

3                   3.       Defendants Shomali and Pizzaballa authorized recent payments issued from  
4 LPJ accounts for AUM. authorized by MCE and the Vatican to Plaintiffs and related to this  
5 case.

6                   4.       Defendants Twal and Lahham, obtained loans of around \$55 million using  
7 AUM financial criteria and cash flow. None of those monies were transferred to AUM  
8 accounts. Only liabilities for those loans appeared on third party audits of AUM.

9                   5.       Defendant, Ecclesiastical Court co-mingled their account with AUM accounts  
10 and made payments to Plaintiffs related to this case.

11                  6.       Honorable Judge Fr. Dr. Majdi Siriani, head of the Second Instant Ecc. Court  
12 and C.E.O of AUMC, as well as head of the advancement department of AUMJ, used his  
13 personal accounts to secure a bank loan to pay AUM payroll. The loan was paid off by  
14 Plaintiff Seryani.

15                  7.       Defendants Vatican, MCE, SJB, Franco, and Parolin, removed all AUM  
16 financial records from AUMJ to be managed and controlled by them.

17                  8.       Defendants Vatican, MCE, SJB, Franco, and Parolin, obtained a 50 million  
18 Euro loan from European banks using AUM financial criteria and cash flow.

19                  9.       Defendants Vatican, MCE, SJB, Franco, and Parolin, managed AUM  
20 financials and issued checks, payments and payroll on behalf of AUM.

21                  10.       Defendants Vatican, MCE, SJB, Franco and Parolin, managed, hired and fired  
22 employees for AUM, submitted official bids, issued checks and even issued personal checks  
23 for themselves as individuals using AUM accounts.

24                  11.       All Defendants in this case claim no any liability for obligations incurred by  
25 AUM in any way.

26                  12.       All individual Defendants in this case took out loans, and raised money for their own  
27 benefit using the AUM name and accounts.

28                  159.       In order to manipulate and avoid the liabilities of AUM, Defendant, LPJ began

1 referring all debtors, contractors, and suppliers to Mukawer Castle for Education and the Vatican  
2 entity.

3 160. When the Vatican took over AUM management and financials, it made the following  
4 changes:

5 A. Changed Chairman of the Board of Trustees of AUMJ two times.

6 B. Changed the Deputy Board of Trustee from Defendant, Lahham subsequent to  
7 an alleged sex scandal involving Lahham.

8 C. Changed the presidency of AUM three times.

9 D. Changed the assistants to the president three times.

10 E. Changed the entire Board of Trustees for AUMJ one time.

11 F. Changed all the documentation related to AUMC and all the names twice.

12 G. Changed bank accounts and authorized and opened new bank accounts to be  
13 controlled by Defendant, MCE.

14 H. Changed all financial filings of AUM, and all earlier AUM financial files.

15 161. The American University of Madaba Inc., incorporated and registered in New  
16 Hampshire has been used by all Defendants to commit financial crimes related to this case. Jordanian  
17 law does not cover such acts clearly the way these crimes can be redressed in Courts of the United  
18 States.

## 19 **SECOND CAUSE OF ACTION**

### 20 **Breach of Contract**

#### 21 **(Against All Defendants and DOES 1 to 20)**

22 162. Plaintiffs incorporate the factual allegations of Paragraphs 1-161 above as if fully set  
23 forth herein.

24 163. The Plaintiffs entered into the written Management Agreement (Exhibit 1) involving  
25 all Defendants, by which Defendants agreed that Plaintiff, Synergy would provide an array of  
26 management and support services to the Defendants for a 5-year term.

27 164. The Management Agreement, required the Defendants to pay a monthly management  
28 fee of 70,000 Jordanian Dinar, which equates to about \$98,700 in United States dollars.

1 165. Seryani has at all times dutifully fulfilled his obligations under the Management  
2 Agreement.

3 166. The Defendants have evidenced the existence of the Management Agreement contract  
4 by executing the contract, accepting Plaintiffs' work pursuant to the contract, and making some, but  
5 not all, payments pursuant to the Management Agreement.

6 167. Defendants, acting through their officers, agents, and employees, have acknowledged  
7 in writing and assured Plaintiffs that the Plaintiffs have fulfilled their obligations to AUM and would  
8 be paid more than \$7,000,000. The documents are Notarized, Certified, Apostille Sealed by the LPJ  
9 and the head of the First Instant Ecclesiastical Court in Jordan, Honorable Judge Fr. Dr. Jihad  
10 Shweihat.

11 168. The Defendants have prevented Plaintiffs from carrying out their duties and  
12 responsibilities thereunder.

13 169. Synergy is entitled to the resulting damages, attorneys' fees and costs.

14 170. These damages are in an amount that is no less than \$7 million dollars.

### 15 **THIRD CAUSE OF ACTION**

#### 16 **Breach of Contract**

#### 17 **(Against All Defendants and DOES 1 to 200)**

18 171. Plaintiffs incorporate the factual allegations of Paragraphs 1-170 above as if fully set  
19 forth herein.

20 172. Plaintiff Seryani entered into a written contract involving all Defendants for a 10 year  
21 lease agreement to be the exclusive provider of food and beverage service to all AUMJ campus  
22 outlets. A copy of this agreement is attached hereto as Exhibit 2 and hereinafter referred to as the  
23 "Food and Beverage Agreement."

24 173. Plaintiff Seryani fulfilled all of his obligations under this contract, except those he  
25 was prevented from fulfilling due to the actions of the Defendants.

26 174. Defendants have breached this Food and Beverage Agreement by preventing  
27 Plaintiffs from continuing to conduct these services.

28 175. Defendants have repeatedly represented that they would pay the damages incurred

1 to Plaintiffs by their breach, but have failed to do so.

2 176. Plaintiffs damages for the breach of the Food and Beverage Agreement is no less  
3 than: \$2,000,000.

#### 4 **FOURTH CAUSE OF ACTION**

##### 5 **Breach of Contract**

##### 6 **(Against All Defendants and DOES 1 to 200)**

7 177. Plaintiffs incorporate the factual allegations of Paragraphs 1-176 above as if fully set  
8 forth herein.

9 178. Plaintiff, Seryani entered into a contract with all Defendants for a 10 year fleet  
10 transportation agreement ("Transportation Agreement") to service AUM students and employees.  
11 A copy of the Transportation Agreement is attached hereto as Exhibit 3.

12 179. The Transportation Agreement provided that Synergy would purchase or acquire buses  
13 sufficient to provide an array of transportation services and that would be used to transport students  
14 and employees from around Jordan to AUM.

15 180. Seryani has at all times fulfilled his obligations under the Transportation Agreement.

16 181. The Transportation Agreement, required Plaintiff Seryani to purchase a First Group  
17 of buses with an estimated appraised value of 344,000 JOD as shown by a third party audit report.  
18 This is the equivalent of \$484,507 US Dollars.

19 182. The Transportation Agreement, required Plaintiff Seryani to purchase a Second Group  
20 of buses directly from the manufacturer with a value of 350,000 JOD as shown by a third party audit  
21 report. This is the equivalent of \$492,958 in US Dollars.

22 183. All of these buses purchased by Plaintiff, Seryani for use with the Transportation  
23 Agreement have been confiscated by the Defendants and used for their own purposes without any  
24 payment to Plaintiffs.

25 184. The Transportation Agreement started on April 1, 2014 and by the agreement was  
26 to continue for a period of 10 years.

27 185. The net income to Plaintiffs for the first semester of AUM school year averaged  
28 185,000 JOD. This is the equivalent of \$260,565. The income to Plaintiffs for the Second semester

1 averaged 185,000 JOD. This is the equivalent of \$260,565 in US Dollars. The income to Plaintiffs  
2 for the Summer Semester averaged 75,000 JOD This is the equivalent of \$105,635 in US Dollars.  
3 The income to Plaintiffs for the Employee Transportation average of 144,000 JOD This is the  
4 equivalent of \$202,816 in US Dollars.

5 186. The Plaintiffs were prevented from continuing to provide services under the  
6 Transportation Agreement by the Defendants after only 3 years of service. No reason was given,  
7 other than Plaintiffs' refusal to participate in Defendants' money laundering scheme.

8 187. The total damages to Plaintiffs per year of lost income was \$829,581. The amount  
9 of the damages for the breach of the Transportation Agreement for the 7 years after termination is  
10 \$5,808,000.

11 188. The Grand Total of damages for the confiscation of the buses and the lost profits is  
12 \$977,465 (buses) + 5,808,000 (lost profits) = \$6,785,465 USD

13 189. Plaintiffs are entitled to the resulting damages, fees and costs.

14 190. These damages for breach of the Transportation Agreement are in an amount no less  
15 than \$6,785,465.

16 **FIFTH CAUSE OF ACTION**  
17 **Breach of Contract**  
**(Against All Defendants and DOES 1 to 200)**

18 191. Plaintiffs incorporate the factual allegations of Paragraphs 1-190 above, as if fully set  
19 forth herein.

20 192. Plaintiff Seryani entered into a series of written contract with all Defendants to perform  
21 a series of campus development projects, make certain equipment purchases, and advance certain  
22 funds for the benefit of the Defendants. (Hereinafter referred to as the "Project Contracts")

23 193. Plaintiffs have completed the projects, made the equipment purchases, advanced the  
24 funds, and otherwise fully performed their contractual obligations.

25 194. The Defendants have beached and repudiated their contractual obligations in that they  
26 have failed and refused to make payment to Plaintiffs and have, through their words and conduct,  
27 demonstrated their intention not to do so.

28 195. Plaintiffs are entitled to the resulting damages, fees and costs from the breach of the

1 Project Contracts.

2 196. The damages of Plaintiffs are in an amount no less than \$15,000,000 according to the  
3 Stone Report.

4 **SIXTH CAUSE OF ACTION**  
5 **Conversion**  
6 **(Against All Defendants and DOES 1 to 200)**

7 197. Plaintiffs incorporate herein by this reference paragraphs 1-196 above in this  
8 Complaint, as though fully set forth herein.

9 198. Defendants, AUMI, AUMJ, AUMC, LPJ and HS/VCS specifically and all Defendants  
10 as part of this conspiracy converted for their own use the buses that had been purchased by Plaintiffs  
11 for the fulfillment of the Transportation Agreement. Plaintiffs owned, possessed and were entitled  
12 to immediate possession of these buses at the time of conversion of this personal property.

13 199. Within the last three years, Plaintiffs are informed and believe and on that basis  
14 alleges that Defendants have intentionally taken possession of, transferred and/or substantially  
15 prevented Plaintiff from having access to these buses and other personal property after Plaintiff  
16 demanded their return.

17 200. Plaintiff did not consent to Defendants' actions.

18 201. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

19 202. As a result of Defendants' conversion of these buses, Plaintiffs have suffered damages  
20 and lost profits in a sum that is no less than \$6,785,465 or in an amount according to proof at the time  
21 of trial.

22 **SEVENTH CAUSE OF ACTION**  
23 **Money Had and Received**  
24 **(Against All Defendants and DOES 1 to 200)**

25 203. Plaintiffs incorporate paragraphs 1 through 202, as though fully set forth herein.

26 204. Defendants and DOES 1-100, and each of them, have received income, benefits  
27 money and funds directly from Plaintiff and indirectly through the efforts and actions of Plaintiff.

28 205. Plaintiffs have extended credit and paid money to Defendants. Plaintiffs have  
provided services to Defendants for which Defendants have been paid amounts that should have  
been paid to Plaintiffs. Defendants have conspired with each other to conceal the amount of money

1 and benefits that were owed to Plaintiff and have taken other actions to deprive Plaintiff from  
2 receiving funds and amounts owed. The funds that were intended for the benefit of Plaintiff were  
3 not received by or used for the benefit of Plaintiff.

4 206. Defendants, and DOES 1-100, and each of them, have intentionally and substantially  
5 interfered with Plaintiff's right to these benefits and monies by preventing Plaintiff from having  
6 access to any of the financial records of the business and refused to pay Plaintiff any money after  
7 Plaintiffs' demands. Defendants have improperly and unlawfully refused to pay any of the money  
8 owed to Plaintiff.

9 207. Plaintiffs have been harmed by the actions of these Defendants, which conduct was  
10 a substantial factor in causing Plaintiff's harm.

11 208. Although payment of all such funds due and owing has been demanded from all these  
12 Defendants, none has been paid. On information and belief it is believed and thereupon alleged that  
13 the amount due and owing to Plaintiff by these named Defendants, and each of them, is in sum to  
14 be determined at the time of trial, together with such interest as may be awarded by the court at the  
15 time of trial and amount that is believed to be no less than \$10,000,000.

16 **EIGHTH CAUSE OF ACTION**  
17 **Unjust Enrichment / Quantum Meruit**  
**Against All Defendants and DOES 1-200**

18 209. Plaintiffs incorporate by reference paragraphs 1 through 208, as though fully set forth  
19 herein.

20 210. The Defendants induced Plaintiffs to sign various contracts, perform various tasks,  
21 provide funding, and otherwise expend time, energy, and resources to aid them in developing a  
22 functional university as alleged hereinabove.

23 211. The Defendants induced Plaintiffs to undertake the above by promising repayment and  
24 fees in an amount that is no less than \$31,000,000.

25 212. The Defendants, through these inducements, caused Plaintiffs to expend tremendous  
26 time and resources on the behalf of Defendants.

27 213. The Defendants received millions of dollars in services and finances from Plaintiffs  
28 as the result of these inducements, and voluntarily accepted it.

1           214. The Defendants have refused and continue to refuse to properly compensate Plaintiffs  
2 for these expenditures, despite promises to the contrary.

3           215. It would be manifestly unjust to allow Defendants to retain these funds and profit in  
4 this manner.

5           216. The Defendants have been unjustly enriched at Plaintiffs' expense in an amount that  
6 is no less than \$31,000,000.

7                           **NINTH CAUSE OF ACTION**

8                           **COMMON COUNTS - OPEN BOOK**

9                           **Against All Defendants and DOES 1-200**

10           217. Plaintiffs incorporate by reference paragraphs 1 through 216, as though fully set forth  
11 herein.

12           218. Defendants became indebted to Plaintiffs within the last two years on an open book  
13 account for money due, and because an account was stated in writing by and between Plaintiffs and  
14 Defendants in which it was agreed that Defendants were indebted to Plaintiffs for goods, equipment,  
15 services and merchandise sold and delivered or provided to Defendants and for which Defendants  
16 promised and continue to promise to to pay Plaintiffs in a sum that is no less than \$31,000,000.

17           219. The sum of \$31,000,000 is the reasonable value of the for goods, equipment, services  
18 and merchandise sold and delivered or provided to Defendants is due and unpaid despite Plaintiffs'  
19 demands, plus prejudgment interest at the rate of 1.5% per month from the date of service but not  
20 latter than January 1, 2015.

21           220. Plaintiff is entitled to all such funds owed on open book, including interest  
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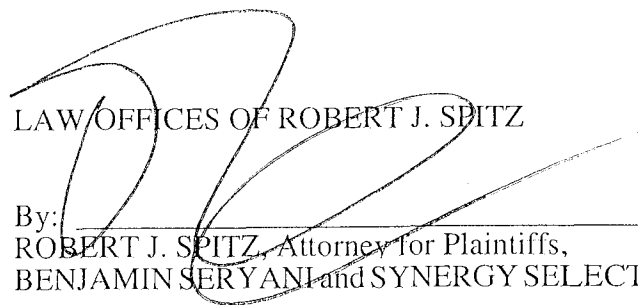
24           WHEREFORE, the Plaintiffs respectfully request this Honorable Court to:

- 25           1. Grant judgment in favor of Plaintiffs;  
26           2. Award damages to the Plaintiffs in an amount no less than \$31,000,000;  
27           3. Award attorney's fees for the Plaintiff as allowed by contract and statute; and  
28           4. Grant such further relief as this Court deems just and proper.



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DATED: August 22 2019

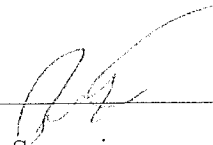
LAW OFFICES OF ROBERT J. SPITZ  
By:   
ROBERT J. SPITZ, Attorney for Plaintiffs,  
BENJAMIN SERYANI and SYNERGY SELECT ONE, LLC

**VERIFICATION**

I am the Plaintiff in the above-entitled matter; I have read the foregoing COMPLAINT and know the contents therein and the same is true of my own knowledge, except as to those matters which are based on information and belief, and as to those matters, I believe them to be true.

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

Executed this 22 day of August 2019, in Ontario, California.

  
\_\_\_\_\_  
Benjamin Seryani

# **EXHIBIT 1**

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## MANAGEMENT AGREEMENT

Maintenance & Projects Management / Building Management / Public Safety

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This Management Agreement (the "Agreement") is effective 01/10/2012

**BETWEEN:**                    **The American University Of Madaba** (the "Company"), a company organized and existing under the laws of the **Hashemite Kingdom of Jordan** with its head office located at  
**Jabal Elwabdeh Derar Bin Al-Azwar Street Building # 40   OR**  
**P.O. Box 2882, Amman 11821, Jordan**  
**And/ Or As recognized and existing in the United states of America in The**  
**state of New Hampshire under the EIN # 35-2469914**

**AND:**                         **Synergy Select One L.L.C.** (the "Manager"), a company organized and existing under the laws of the **State of Indiana** with its head office located at  
**1415 Sunflower way**  
**Perris CA 92571**

**And Or its / Subsidized Company recognized and registered in the**  
**Hashemite kingdom of Jordan As الشركة التعاونية للخدمات اللوجستية**

WHEREAS the Company is in the Business of operating and **Managing the American university of Madaba** (the "Business"), Registered at the state of New Hampshire Conducting a business under the Jordanian and the United states cods of Business.

WHEREAS the Manager has knowledge and expertise in the area of **Establishing, Developing, Operating and Managing The logistic services and all back-up services including but not limited to, Maintenance & Projects Management / Building management / Public safety / Landscaping** and many other as well as in the area of the management of enterprises carrying on activities similar to those of the Company.

WHEREAS the Company considers that the Manager's expertise will enable the Company to successfully and profitably operate its Business, and **Establishing the American cods**, in most of the areas were applicable or required

WHEREAS the Manager has represented to the Company that it shall, during the term of this Management Agreement, be primarily responsible for the performance of the services to be provided hereunder;

WHEREAS the Company wishes to engage the Manager to manage the Business on the terms and conditions set out below, and the Manager is prepared to enter into the present Management Agreement with the Company.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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**1. ENGAGEMENT**

- 1.1 The Company hereby engages the Manager to provide expertise in the operation of the Business and such management services as may, from time to time, be requested by the Company. Such services shall be provided by the Manager and through such other agents and supervisors employed by the Manager as may be named by the Manager.

**2. TERMS AND RENEWAL**

- 2.1 The terms of the present Management Agreement shall run for five years or 60 months from the date of the opening for business of the Business, unless sooner terminated or subsequently continued in accordance with the terms and conditions of the present Management Agreement.
- 2.2 The Company may, at its option, renew the present Management Agreement for an additional period of five years or 60 months, provided that at the end of the initial term:
- 2.2.1 the Company has given the Manager written notice of such election to renew not less than 6 months and not more than 12 months prior to the expiry of the initial term;
- 2.2.2 The Company has satisfied all monetary obligations owed by it to the Manager, and has timely met such obligations throughout the term of the present Management Agreement;
- 2.2.3 the Company shall execute not less than 3 months prior to renewal the Manager's then-current form of Management Agreement, which Agreement shall supersede in all respects the present Management Agreement, and the terms of which may differ from the terms of the present Management Agreement, including, without limitation, a revised Management Fee
- 2.2.4 The Company shall execute a general release, in a form prescribed by the Manager, of any and all claims against the Manager and its subsidiaries and affiliates, if any, and in respect of their respective officers, directors, agents and employees.

**3. FEES AND PAYMENTS**

- 3.1 The Company shall pay to the Manager during the terms of this Management Agreement a fee for its management services in an amount equal to **70,000 J.D.** (seventy thousand J.D.) (The "Management Fee"), which Management Fee shall be payable monthly (considering the 15<sup>th</sup> of each month is the beginning of the month for all the financial matters of the agreement) in arrears. The fee will be entitled for an adjustment of 25% after the 2<sup>nd</sup> year as the Capacity and the spaces of the university gradually expands
- 3.2 Or on credit, paid or unpaid, collected or uncollected, including deposits not refunded to customers, and the amount of any orders received at or solicited from the Business although such orders may be filled elsewhere, in the same manner and with the same effect as if such sales or services have been made or performed on the Business premises. Each charge or sale upon credit shall be treated as a sale for the full price in the week during which such charge or sale shall be made, irrespective of the time when the Company shall receive payment, either full or partial, therefor. Any installation fee, continuing rental, or percentage sales or any other revenue

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received by the Franchisee from vending and other machines and public telephone permitted to be installed on the Business's premises under Paragraph 5.6 hereof shall form part of Gross Sales.

- 3.3 The Manager shall be reimbursed for all travelling and other expenses actually and properly incurred by it in connection with its duties hereunder. The Manager shall furnish statements to the Company in respect of all such expenses for which reimbursement is claimed.
- 3.4 All monthly payments required by this Article 3 must be paid by check drawn to the order of the Manager and received by the Manager at its address designated in sub-paragraph 9.1.1 hereof, by 12:00 P.M. o'clock in the afternoon (on the 15<sup>th</sup> day immediately following the close of each monthly period. If any payment is overdue, the Company shall pay to the Manager, in addition to the overdue amount, interest on such amount from the date it was due until the date of payment, at the rate of [10 %] percent per annum, and entitlement to such interest shall be in addition to any other remedies which the Manager may have.

**4. AUTHORITY, POWER, OBLIGATIONS AND RESPONSIBILITIES OF THE MANAGER**

- 4.1 The Manager shall have full power and authority to manage the Business or Services on behalf of the Company during the terms of the present Management Agreement.
- 4.2 For greater certainty, the Manager's authority, powers, duties and responsibilities hereunder towards the Company shall include:
- 4.2.1 The recruitment, employment, and dismissal of all employees of the Company working in the Business;
- 4.2.2 entering into the usual contracts necessary for carrying on the business of the Company in the ordinary course, including, without limitation, the authority to order goods, materials, supplies, and products required for the business of the Company;
- 4.2.3 The promotion, marketing and advertisement of the Company pursuant to the New Hampshire Agreement entered into between the Company and the State of New Hampshire
- 4.2.4 Entering into any contract on behalf of the Company for the repair, maintenance or improvement of the Business pursuant to the New Hampshire Agreement entered into between the Company and the State of New Hampshire
- 4.2.5 Preparing or having prepared all accounting and other records and reports required to be prepared and remitted to New Hampshire Agreement entered into between the Company and the State of New Hampshire

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- 4.3 It is understood and acknowledged and agreed to by the parties, that this Management Agreement is **Exclusive**, and that the Manager may act as the manager of other individuals, persons, corporations, partnerships or other legal entities operating any other services by others
- 4.4 It is understood, acknowledged and agreed by the Company that:
- 4.4.1 the Manager could made waiver, warranty or guarantee upon which the Company may rely, including any warranty or guarantee as to the profitability of the operation of the Business during the term of this Management Agreement or any extension or renewal thereof;

**5. DEFAULT AND TERMINATION**

- 5.1 The Company shall be deemed to be in default under this Management Agreement upon the occurrence of any of the following events:
- 5.1.1 if the Company shall become insolvent, or bankrupt, or subject to the provisions of the Winding-Up Act of The country Jordan or the Bankruptcy Act of the country Jordan, or shall go into liquidation, either voluntarily or under an order of a Court of competent jurisdiction, or shall make a general assignment for the benefit of its creditors, or otherwise acknowledge its insolvency;
- 5.1.2 if a liquidator or liquidators or receiver or receivers or a trustee or trustees in bankruptcy, be appointed to the Company, or if its secured creditors take possession of the property of the Company or any substantial or essential part thereof in the sole determination of the Manager;
- 5.1.3 if the Company ceases to do business for any reason at the Business Premises, or loses the right to possession of the said premises for any reason, or otherwise forfeits the right to do or transact business in the jurisdiction where the Business is located; or
- 5.1.4 If the Company fails, refuses or neglects to promptly pay any monies owing to the Manager when due under this Management Agreement.
- 5.2 The Manager shall be deemed to be in default under this Management Agreement upon the occurrence of any of the following events:
- 5.2.1 if the Manager shall become insolvent, or bankrupt, or subject to the provisions of the Winding-Up Act The country of Jordan or the Bankruptcy Act The country of Jordan, or shall go into liquidation, either voluntarily or under an order of a Court of competent jurisdiction, or shall make a general assignment for the benefit of its creditors, or otherwise acknowledge its insolvency;
- 5.2.2 If a liquidator or liquidators or receiver or receivers or a trustee or trustees in bankruptcy, be appointed to the Manager, or if it's secured creditors take possession of the property of the Manager or any substantial or essential part thereof;
- 5.2.3 If the Manager ceases to do business for any reason or forfeits the right to do or transact business in the jurisdiction where the Business is located, or

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5.2.4 If the Manager fails, refuses or neglects to promptly perform any obligations owing to the Company when due under this Management Agreement.

5.3 Upon the occurrence of any event of default outlined in Paragraph 5.1 or 5.2 hereinabove, the party not in default shall be entitled, at its option, to immediately terminate the present Management Agreement.

**6. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION**

6.1 It is understood and agreed to and acknowledged by the Parties hereto that this Management Agreement does not create any fiduciary relationship between them, and that nothing in this Management Agreement is intended to, nor shall it be construed to, constitute either party a partner or joint venturer of the other, or to create any commercial or other partnership between the Parties hereto.

6.2 The Company undertakes to hold the Manager harmless from any liability under any contract entered into with any third party within the scope of the Manager's authority and powers hereunder, and to reimburse the Manager the amount of any expense which the Manager may make or incur in connection with such contracts.

6.3 The Company further undertakes to indemnify and hold harmless the Manager from any claim made by any person for any relief whatsoever arising out of any act or omission of the Manager or of any person acting under its supervision, whether or not the said claim is well-founded.

**7. SEVERABILITY AND CONSTRUCTION**

7.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Management Agreement shall be considered severable, and if, for any reason whatsoever, any such article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provisions of this Management Agreement, and the latter shall continue to be given full force and effect by the parties hereto, and shall be construed as if such invalid, illegal or unenforceable article, term, condition or provision were omitted.

7.2 All captions, titles, headings and article numbers herein have been inserted and are intended solely for the **convenience of the parties**, and none such shall be construed or deemed to affect the meaning or construction of any provisions hereof, nor to limit the scope of the provision to which they refer.

7.3 All references herein to the masculine gender shall include the feminine and neuter genders, and all references herein to the singular shall include the plural, where applicable.



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- 7.4 This Management Agreement constitutes the entire, full and complete Agreement between the Company and the Manager concerning the subject matter hereof, and shall supersede all prior agreements, no other representations having induced the Company to execute this Agreement. No representation, inducement, promises or agreements, oral or otherwise, between the parties not included herein or attached hereto, unless of subsequent date, have been made by either party and none such shall be of any force or effect with reference to this Management Agreement or otherwise. No amendment, change or variance of this Management Agreement shall be binding upon either party, unless mutually agreed to by the parties and executed by them, or by their respective authorized employees, officers, or agents in writing.

**8. WAIVER**

- 8.1 Nor failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of any such condition or breach, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of this Management Agreement. In particular, no acceptance by the Manager of any payments due to it hereunder shall be deemed to be a waiver by the Manager of any preceding breach by the Company of any of the terms, conditions, or provisions of this Management Agreement.

**9. NOTICES**

- 9.1 Any and all notices required or submitted under this Management Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, except in the event of a postal disruption, to the respective American University of Madaba at the following addresses, unless and until a different address has been designated by notice in writing to the other party:

To the Company  
**The president of  
The American University Of Madaba**

To the Manager:  
**Benjamin Seryani  
1415 Sunflower way  
Perris CA 92571**

**10. LANGUAGE AND GOVERNING LAW**

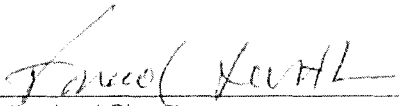
- 10.1 This Management Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana in the United States, which law shall prevail in the event of any conflict of the parties. AS in which Synergy select one L.L.C registered as a corporation

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10.2 The parties hereto acknowledge that they requested that this Agreement and all related documents be drafted in English, that any notice to be given hereunder be given in English, and that any proceedings between the parties relating to this Agreement are drafted in English.

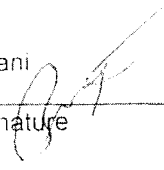
IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at **THE AMERICAN UNIVERSITY OF MADABA** on the date indicated above.

**THE COMPANY**

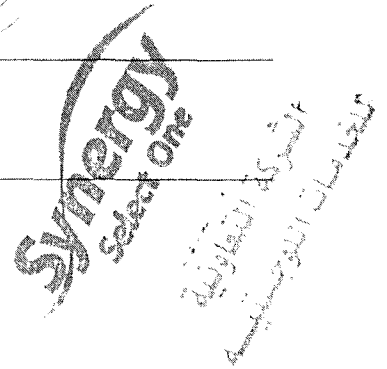
  
Authorized Signature

Fawad TWAL  
Print Name and Title

**THE MANAGER**

Benjamin Seryani  
  
Authorized Signature

Benjamin Seryani  
Print Name and Title



**EXHIBIT 2**

## COMMERCIAL LEASE AGREEMENT FOOD & BEVERAGE OUTLETS AT AUM LOCATION / MADABA

This Lease Agreement (the "Agreement") is made and effective, OCTOBER 1<sup>st</sup> 2013

- BETWEEN:** The American University Of Madaba (the "Company"), a company organized and existing under the laws of the Hashemite Kingdom of Jordan with its head office located at  
Jabal Elwabdeh Derar Bin Al-Azwar Street Building # 40 OR  
P.O. Box 2882, Amman 11821, Jordan  
And/ Or As recognized and existing in the United states of America in The state of New Hampshire under the EIN # 35-2469914
- AND:** Benjamin S Seryani (the "Tenant"), an individual with his main address located at and / or His corporation Synergy Select One L.L.C. a company organized and existing under the laws of the State of Indiana under the EIN # 46-0632077 with its head office located at  
1415 Sunflower way Perris CA 92571  
And Or its / Subsidized Company recognized and registered in the Hashemite kingdom of Jordan As الشركة التعاونية لتخدمات اللوجستية

### 1. DESCRIPTION OF PREMISES

Landlord leases to Tenant the premises located at THE AMERICAN UNIVERSITY OF MADABA and described more particularly as follows: FOOD & BEVERAGE OUTLETS LOCATED IN AND AROUND ALL THE CAMPOUS OF THE UNVERSTY / INSIDE AND OUTSIDE THE BUILDINGS OF THE UNIVERSITY / IN DORMES AND AROUND THE PREMISES OF THE DORMS / AND OR AS EXCLUSIVE ANY LOCATION / LOCATIONES RELATED TO FOOD AND BEVERAGE SERVICES / SALES / AND OUTLETS FOR THE AMERICAN UNIVERSITY OF MADABA.

### 2. GRANT OF LEASE

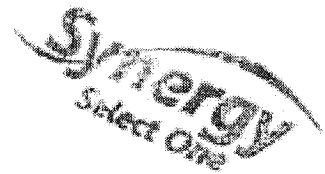
Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Exhibit "A/ 1" attached hereto and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon.

### 3. LEASE TERM

- a. **Total Term of Lease:** The term of this Lease shall begin on the commencement date, as defined in Section b) of this Article 3, and shall terminate on 120 months unless noted by both parties
- b. **Commencement Date:** The "Commencement Date" shall mean the date on which the Tenant shall commence to conduct business on the Leased Premised, so long as such date is not in excess of thirty days subsequent to execution hereof.

### 4. EXTENSIONS

The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.



## DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

- a. Annual Rent: Annual rent for the term of the Lease shall be JOD 70000 (SEVENTY THOUSANDS IN JORDANIAN DINNERS).
- b. Payment of Yearly Rent: The annual rent shall be payable in advance in equal monthly installments of JOD 5835 of the total yearly rent, which shall be JOD 5835, on the first day of each and every calendar month during the term hereof, and prorata for the fractional portion of any month, except that on the first day of the calendar month immediately following the Commencement Date, the Tenant shall also pay to the Landlord rent at the said rate for any portion of the preceding calendar month included in the term of this Lease.
- c. Reference to yearly rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.
- d. A late fee in the amount of zero shall be assessed if payment is not postmarked or received by Landlord on or before the tenth day of each month.
- e. **IT IS TO ALL PARTIES UNDERSTANDING THAT THIS LEASE VALUE IS LOWER THAN THE PREMISES LEASE VALUE DUE TO THE CURRENT STATUS OF THE BUILDINGS AND THE HUGE AMOUNT OF THE INVESTEMENTS TO REHABILITATE THE LOCATIONS TO BE A FOOD AND BEVERAGE OUTLETS**

## 5. USE OF PROPERTY BY TENANT

The Leased Premises may be occupied and used by Tenant exclusively as an **OUTLETS FOR FOOD & BEVERAGE SALES AND AS FOR SOME KIOSKS AS AM AMENITIES & STATIONERY SALE**, to be known as **Synergy Select One L.L.C. LOCATION OF SERVICES**.

Nothing herein shall give Tenant the right to use the property for any other purpose / **THE TENANT IS AUTHOURIZED TO sublease, assign, or license the use of the property to any Sub-Tenant, assignee, or licensee, which or who shall use the property for THE SAME USE.**

## 6. RESTRICTIONS ON USE

Tenant shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes.

Tenant shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

## 7. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Tenant shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

#### 8. DELAY IN DELIVERING POSSESSION

This lease agreement shall not be rendered void or voidable by the inability of Landlord to deliver possession to Tenant on the date set forth in Section 3. Landlord shall not be liable to Tenant for any loss or damage suffered by reason of such a delay, provided, however, that Landlord does deliver possession no later than OCTOBER 1<sup>ST</sup> 2013. In the event of a delay in delivering possession, the rent for the period of such delay will be deducted from the total rent due under this lease agreement. No extension of this lease agreement shall result from a delay in delivering possession.

#### 9. SECURITY DEPOSIT

The Tenant has deposited with the Landlord the sum of JOD 5835 as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

#### 10. TAXES

- a. **Property Taxes:** The Tenant shall be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.
- b. **SALES Taxes:** During the continuance of this lease Landlord shall deliver to Tenant a copy of any SALE taxes and assessments against the Leased Property. From and after the Commencement Date, the Tenant shall pay to Landlord not later than 3 days after the day on which the same may become initially due, all SALES taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Tenant's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.
- c. **Contest of Taxes:** The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Tenant may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Landlord agrees, at the request of the Tenant, to join with the Tenant at Tenant's expense in said proceedings and the Landlord agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Tenant shall have the right to contest the amount of any such tax and the Tenant shall have the right to withhold payment of any such tax, if the statute under which the Tenant is contesting such tax so permits.
- d. **Payment of Ordinary Assessments:** The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than 3 days after the day on which the same became initially due. The Tenant may take the benefit of any law allowing assessments to be paid in installments and in such event the Tenant shall only be liable for such installments of assessments due during the term hereof.
- e. **Changes in Method of Taxation:** Landlord and Tenant further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in

lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Landlord, then the Tenant shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Tenant to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Landlord, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

## **11. IMPROVEMENTS BY TENANTS**

Tenant may have prepared plans and specifications for the construction of improvements, and, if so, such plans and specifications are attached hereto as Exhibit "B" and incorporated herein by reference. Tenant shall obtain all certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the demised premises and shall keep the same in full force and effect at Tenant's cost.

Tenant shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction. Tenant shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practice.

During the course of construction, Tenant shall, at its cost, keep in full force and effect a policy of builder's risk and liability insurance in a sum equal, from time to time, to three times the amount expended for construction of the improvements. All risk of loss or damage to the improvements during the course of construction shall be on Tenant with the proceeds from insurance thereon payable to Landlord.

Upon completion of construction, Tenant shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the improvements and the operation of the same as set out herein and shall keep the same in force.

Nothing herein shall alter the intent of the parties that Tenant shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the demised premises and for the payment of all costs associated therewith. Landlord shall be under no duty to investigate or verify Tenant's compliance with the provision herein. Moreover, neither Tenant nor any third party may construe the permission granted Tenant hereunder to create any responsibility on the part of the Landlord to pay for any improvements, alterations or repairs occasioned by the Tenant. The Tenant shall keep the property free and clear of all liens and, should the Tenant fail to do so, or to have any liens removed from the property within [NUMBER] days of notification to do so by the Landlord, in addition to all other remedies available to the Landlord, the Tenant shall indemnify and hold the Landlord harmless for all costs and expenses, including attorney's fees, occasioned by the Landlord in having said lien removed from the property; and, such costs and expenses shall be billed to the Tenant monthly and shall be payable by the Tenant with that month's regular monthly rental as additional reimbursable expenses to the Landlord by the Tenant.

## **12. UTILITIES**

Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.





### 13. OBLIGATIONS FOR REPAIRS

- a. **Landlord's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act or omission of subtenants, licensees or contractors, the Landlord shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The Landlord shall keep the Leased Premises free of such defects, deficiencies, deviations or failures during the first 3 months of the term hereof.
- b. **Tenant's Repairs:** The Tenant shall repair and maintain the Leased Premises in good order and condition, except for reasonable wear and tear, the repairs required of Landlord pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Landlord, its employees, agents, or contractors.
- c. **Requirements of the Law:** The Tenant agrees that if any municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the commencement date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section a) and c) of this Article, and such municipal / government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Tenant shall be entitled to contest); and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense. All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Tenant, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Tenant's obligation to repair pursuant to Section b) of this Article 9 or with respect to Tenant's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Tenant shall also be entitled to contest the validity thereof.
- d. **Tenant's Alterations:** The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the consent thereto of the Landlord in writing. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Tenant agrees to pay for such licenses or permits.
- e. **Permits and Expenses:** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable.

Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

#### 14. TENANT'S COVENANTS

Tenant covenants and agrees as follows:

- a. To procure any licenses and permits required for any use made of the Leased Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs (unless Tenant is obligated to make such repairs hereunder) and reasonable wear and tear;
- b. To permit Landlord and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- c. To permit Landlord to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Tenant shall be deprived as a result thereof.

#### 15. INDEMNITY BY TENANT

The Tenant shall save Landlord harmless and indemnify Landlord from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Landlord, its employees, agents, licensees or contractors. Tenant shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than [AMOUNT] for injury or death from one accident and [AMOUNT] property damage insurance, insuring Landlord and Tenant against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the commencement date and no such policy shall be cancelable without [NUMBER] days prior written notice to Landlord.

#### 16. SIGNAGE

- a. **Exterior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so

elect signs on any portion of the Leased Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

- b. **Interior Signs:** Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.

## 17. INSURANCE

- a. **Insurance Proceeds:** In the event of any damage to or destruction of the Leased Premises, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Landlord and Tenant jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Landlord and Tenant if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Landlord shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:
  - i. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;
  - ii. Landlord's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and
  - iii. the certificate of a supervising architect (selected by Landlord and Tenant and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Landlord, Tenant and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Landlord subject to any rights therein of Landlord's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Tenant shall suffer the deficiency.

- b. **Subrogation:** Landlord and Tenant hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.
- c. **Contribution:** Tenant shall reimburse Landlord for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Landlord, at its sole and exclusive option, should select.

## 18. DAMAGE TO DEMISED PREMISES

- a. **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.
- b. **Repairs and Restoration:** Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within (NUMBER) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within (NUMBER) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending (NUMBER) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said (NUMBER) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to (%) or more of the replacement cost (exclusive of the land and foundations), this Lease, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within (NUMBER) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

## 19. CONDEMNATION

- a. **Total Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.
- b. **Partial Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by (%) or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises, then Tenant may, at its election, terminate this Lease by giving Landlord notice of the exercise of Tenant's election within (NUMBER) days after Tenant shall receive notice of such taking. In the event of termination by Tenant of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.
- c. **Restoration:** In the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this

Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Leased Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.

- d. **The Award:** All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.
- e. **Release:** In the event of any termination of this Lease as the result of the provisions of this Article 20, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

## 20. LANDLORD'S REMEDIES

In the event that:

- a. Tenant shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months, or
- b. Tenant has caused a lien to be filed against the Landlord's property and said lien is not removed within days of recordation thereof; or
- c. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of [NUMBER] days after notice to Tenant in writing of such default (or if such default shall reasonably take more than days to cure, Tenant shall not have commenced the same within the days and diligently prosecuted the same to completion); or
- d. [NUMBER] days have elapsed after the commencement of any proceeding by or against Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); then Landlord shall be entitled to its election (unless Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

- i. Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
- ii. Terminate this Lease as provided herein and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or
- iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of said Premises during the term of this Lease, provided that the monies to which tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or
- iv. Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Premises or any part thereof, and, at landlord's option, remove persons and property there from, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefore. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an

election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured, or

- v. Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, Utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
  - vi. Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or
  - vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or
  - viii. Pursue such other remedies as are available at law or equity
- e. Landlord's pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

## **21. LANDLORD'S SELF HELP**

If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within [NUMBER] days after notice from Landlord specifying the default (or if such default shall reasonably take more than [NUMBER] days to cure, shall diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefore and save Landlord harmless there from. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

## **22. TENANT'S SELF HELP**

If Landlord shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord shall not cure such default within days after notice from Tenant specifying the default (or, if such default shall reasonably take more than days to cure, and Landlord shall not have commenced the same within days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefore and save Tenant harmless there from. Provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased



Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

## 23. TITLE

- a. **Subordination:** Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:
  - i. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder
  - ii. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this Agreement, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article 24 means a mortgage securing a loan from a bank or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.
- b. **Quiet Enjoyment:** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.
- c. **Zoning and Good Title:** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Leased Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained, that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this lease may continue to be so used therefore by virtue of said zoning, under the doctrine of "non-conforming use", or valid and



binding decision of appropriate authority, except, however, that said representation and warranty by Landlord shall not be applicable in the event that Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority. Landlord shall furnish without expense to Tenant, within [NUMBER] days after written request therefore by Tenant, a title report covering the Leased Premises showing the condition of title as of the date of such certificate provided, however, that Landlord's obligation hereunder shall be limited to the furnishing of only one such title report.

- d. **Licenses:** It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefore, the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Leased Premises.

#### 24. EXTENSIONS/WAIVERS/DISPUTES

- a. **Extension Period:** Any extension hereof shall be subject to the provisions of Article c) hereof.
- b. **Holding Over:** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.
- c. **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
- d. **Disputes:** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of

such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

- e. **Tenant's Right to cure Landlord's Default:** In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.
- f. **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

## 25. PROPERTY DAMAGE

- a. **Loss and Damage:** Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising there from.
- b. **Force Majeure:** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

## 26. ASSIGNMENT AND SUBLETTING

Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this lease or to sublet all or any portion of the Leased Premises or to cease operating Tenant's business on the Leased Premises provided that at the time of such assignment or sublease Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and in the



event that Tenant assigns or sublets this property for an amount in excess of the rental amount then being paid, then Landlord shall require as further consideration for the granting of the right to assign or sublet, a sum equal to [%] of the difference between the amount of rental to be charged by Tenant to Tenant's subtenant or assignee and the amount provided for herein, payable in a manner consistent with the method of payment by the subtenant or assignee to the Tenant, and/or [%] of the consideration paid or to be paid to Tenant by Tenant's or Sub-Tenant or assignee.

## **27. FIXTURES**

All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

## **28. OPTION TO RENEW**

Landlord grants to Tenant an option to renew this lease agreement for a period of [NUMBER] years after expiration of the term of this Lease agreement at a rental of [AMOUNT] per month, with all other terms and conditions of the renewal lease to be the same as those in this lease agreement. To exercise this option to renew, Tenant must give Landlord written notice of intention to do so at least [NUMBER] days before this lease agreement expires.

## **29. ESTOPPEL CERTIFICATES**

At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

## **30. INVALIDITY OF PARTICULAR PROVISION**

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## **31. CAPTIONS AND DEFINITIONS OF PARTIES**

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the

firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

### **32. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

### **33. BROKERAGE**

No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

### **34. ENTIRE AGREEMENT**

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

### **35. GOVERNING LAW**

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the JORDANIAN GOVERNMENT LAW. The parties herein waive trial by COURT and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in COURT.

### **36. LITIGATION**

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If Landlord files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, Tenant shall pay Landlord reasonable attorney fees for the services of Landlord's attorney in the action, all fees to be fixed by the court.

### **37. CONTRACTUAL PROCEDURES**

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

### 38. EXTRAORDINARY REMEDIES

To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

### 39. RELIANCE ON FINANCIAL STATEMENT


Tenant shall furnish concurrently with the execution of this lease, a financial statement of Tenant prepared by an accountant. Tenant, both in corporate capacity, if applicable, and individually, hereby represents and warrants that all the information contained therein is complete, true, and correct. Tenant understands that Landlord is relying upon the accuracy of the information contained therein. Should there be found to exist any inaccuracy within the financial statement which adversely affects Tenant's financial standing, or should Tenant's financial circumstances materially change, Landlord may demand, as additional security, an amount equal to an additional 3 months' rent, which additional security shall be subject to all terms and conditions herein, require a fully executed guaranty by a third party acceptable to Landlord, elect to terminate this Lease, or hold Tenant personally and individually liable hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LANDLORD

TENANT



  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

  
\_\_\_\_\_  
Print Name and Title

FIRST WITNESS

SECOND WITNESS

\_\_\_\_\_  
WITNESS Signature

\_\_\_\_\_  
WITNESS Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title



EXHIBIT "A" LEGAL DESCRIPTION

Landlord leases to Tenant the premises located at THE AMERICAN UNIVERSITY OF MADABA and described more particularly as follows: FOOD & BEVERAGE OUTLETS LOCATED IN AND AROUND ALL THE CAMPOUS OF THE UNVERSTY / INSIDE AND OUTSIDE THE BUILDINGS OF THE UNIVERSITY / IN DORMES AND AROUND THE PREMISSES OF THE DORMS / AND OR AS EXECLUSIVE ANY LOCATION / LOCATIONES RELATED TO FOOD AND BEVERAGE INCLUDING BUT NOT LIMITED TO KIOSKS PATIOS AND OUSIDE STATIONES, SERVICES / SALES / AND OUTLETS FOR THE AMERICAN UNIVERSITY OF MADABA.





EXHIBIT "B" TENANT PLANS AND SPECIFICATIONS

USE AND UTILIZED THE PREMISES IN EXHIBIT "A" FOR THE SALE OF FOOD & BEVERAGE  
MERCHANDISE AND OR AMENITIES AND STATIONERY



## **EXHIBIT 3**



## Agreement for Providing Transportation Service

**The Party of the First Part:** The Latin Patriarchate of Jerusalem, represented by His Beatitude Patriarch Fouad Twal, in addition to his job

**The Party of the Second Part:** Binyamin Semaan Murad Suryani

Whereas the Latin Patriarchate of Jerusalem, represented by His Beatitude Patriarch Fouad Twal in addition to his job, referred to in this agreement as the Party of the First Part, desires to outsource transportation for students and employees at the American University of Madaba; and whereas Binyamin Semaan Murad Suryani and/or any legal person (company) and/or organization established for this purpose, referred to as the Party of the Second Part, possesses the capabilities and technical qualifications to transport passengers and students for a fee to be determined by the Party of the Second Part;

And whereas, both parties have declared their desire and their readiness to cooperate to implement this agreement, the following terms have been agreed upon:

- I. The prologue of this agreement is considered an integral part of this agreement and it is to be read with it as a single unit.
- II. Obligations of the Party of the First Part
  1. The Party of the First Part grants the Party of the Second Part the right to register the buses owned by the Party of the Second Part in the name of the American University of Madaba or in the name of the Schools of the Latin Patriarchate if the party so desires and/or it is necessary in order to implement the clauses of this agreement, and it undertakes to facilitate the delivery of all the documents and transactions necessary to register the vehicles.
  2. The administration of the American University of Madaba or the general administration of the Schools will provide the appropriate location and environment to enable the Party of the Second Part to perform its task of transporting passengers and it will provide appropriate parking spaces to park and shelter the buses so that there is sufficient room for the buses in an organized way. It will also provide guards for them as part of the regular guard protection of the university's buildings and campus, and it will provide the necessary permits for the buses and cars to enter the parking lot of the American University of Madaba, pursuant to a written agreement with the university administration.
  3. The Party of the Second Part together with the university administration or its delegated substitute (liaison officer) shall make a working sketch showing the student pickup points and the pickup and drop-off locations will be designated on it.
  4. An operations program, including trip schedules and regular and irregular bus operation schedules and their routes and stops shall be prepared and submitted for subsequent approval by the university's administration.
  5. An identity card (document) will be issued by the Party of the Second Part for bus users (students / employees) which will show the value and period of validity for service.
  6. The names of students registered for the purposes of transportation shall be provided before the start of the semester, and all fare payments from the registered students will be collected within a maximum of 30 days from the start of registration for the semester or in accordance with the registration program. The university's administration must pay the fees in full and provide receipts to the Party of the Second Part with the list of names.

### III. Obligations of the Party of the Second Part

1. Provide an appropriate number of buses whose operational age is not more than five years from the date of their manufacture, in good working condition, and whose interior and exterior are sound and clean to transport passengers from and to the university at a seating rate of 1.75% of the number of students registered for transportation. [Translator's note: I couldn't make any logical sense of the last part of this sentence.]
2. A bus designated for operation must be licensed to run on the university line throughout the school year. The Party of the Second Part must provide the university with certified copies of the driver's license, the bus's registration, and an insurance policy, and it must take the required stops from all relevant official agencies, and it must fulfill the conditions, rules, and regulations for operation and public safety in accordance with the cooperation with the Party of the First Part.
3. No passengers shall be carried other than students and employees of the Party of the First Part and the American University of Madaba, no matter what their occupation, and no goods of its own and/or of others, of any kind, shall be carried while transporting students and employees of the Party of the First Part.
4. Adherence to the schedules for transportation, boarding, and unloading on the routes, and adherence to the departure and arrival sites designated by the university's administration. The Party of the Second Part may not refuse to provide service under penalty of liability.
5. The days for transporting students and employees are limited to the days on which the school is officially open. However, the Party of the First Part has the right to assign the Party of the Second Part to transport students and employees on days that are not official school days, on exam days, and on days on which there are occasions that are considered official days when there are activities or events at the American University of Madaba. The Party of the First Part or its designated appointee will determine the number of students and the number of buses required for this purpose and the additional cost.
6. The Party of the Second Part has the right to assign any other contractor as a subcontracting provider of transportation under the same terms. The assignment of a subcontractor does not exempt the Party of the Second Part from full liability and obligations pursuant to this agreement and/or applicable laws and regulations.
7. If a bus breaks down, the Party of the Second Part must make the necessary arrangements to ensure [alternative transportation for] the passengers as soon as possible, and it must repair the breakdown immediately to ensure uninterrupted transportation for passengers.
8. The Party of the Second Part bears sole legal liability arising from any errors committed by any employees (or technicians or administrators) while it is engaged in its operations or related activities in accordance with the Public Transportation Law for Passengers [and] the regulations and directives issued pursuant thereto.
9. The Party of the Second Part shall comply with legislation currently in force and current decisions related to the regulation of transportation, as well as those that may be enacted in the future. It shall likewise comply with the laws, regulations, directives, and decisions issued by official agencies, including those related to bus routes, the decision to depart, and stops for boarding and getting off. It must likewise comply with the directives and decisions issued by the administration of the American University of Madaba and its regulations with regard to transporting students and employees.
10. The Party of the Second Part shall allocate 7% of the total fees for the university's administrative work, to be deducted directly from the total amount of the fare payments of students registered for transportation as a fee for the Party of the First Part.

- IV. The two parties have agreed that the student transportation fee for the year 2014 will be 300 Jordanian dinars per semester on the condition that the annual increase will take into account the rate of inflation, fuel prices, and the minimum fee agreed upon with the university administration. The students will be notified about it three months before the start of each school year.
- V. If the Party of the First Part needs any transport services not mentioned in this agreement, the Party of the Second Part will be given priority for these activities in its capacity as contractor for transportation operations, on the condition that the fees are determined at the appointed time.
- VI. The duration of the contract is ten years, starting from April 1, 2014, and it is renewable with the approval of both parties.
- VII. If one or both of the parties does not wish to renew the contract, it must notify the other party in writing of its desire not to renew two months before the expiration of the contract. Otherwise, the contract will be considered to have been renewed automatically for the same duration and with the same terms.
- VIII. The university will name a liaison officer to be in charge of following up student affairs and communicating with the Party of the Second Part.
- IX. The Party of the Second Part will take care of shuttle bus services during the registration period free of charge.
- X. The Party of the Second Part will take care of scientific trip (scientific research) services free of charge.
- XI. The Party of the Second Part will provide employee transportation services at a fixed charge or by subscription agreed upon.
- XII. If there is any dispute between the two parties, the matter will be referred to arbitration in accordance with the Jordanian Arbitration Law, and the services will continue and the provisions of the contract will be applied throughout the time the dispute is under arbitration.
- XIII. This agreement was issued with 13 clauses, including this clause, and in two copies, one of which will be given to each party.

The Party of the Second Part  
[Signature]  
Binyamin Semaan Murad Suryani

[Signature]  
The Party of the First Part  
*Fouad Twal*  
His Beatitude Patriarch Fouad Twal

*I certify the authenticity of the  
signature of Patriarch Fouad Twal  
and Archbishop Maron Al-Lahham,  
and the authenticity of the seal of the  
archdiocese.*  
[Signature]  
Prof. Dr. Jihad Shawkat  
Chief Judge of the Court

[Stamp]:  
[Illegible] Latin Patriarchate  
Amman – Jordan  
[illegible] Patriarchatus Latini

[Signature]

[Stamp]:  
[Illegible]  
Amman  
Latin Church Court

## إتفاقية تقديم خدمة النقل

**الفريق الأول:** البطريركية اللاتينية الأورشليمية ويمثلها غبطة البطريرك فؤاد الطوال بالإضافة إلى وظيفته.

**الفريق الثاني:** بنيامين سمعان مراد سرياني.

حيث أن البطريركية اللاتينية الأورشليمية ويمثلها غبطة البطريرك فؤاد الطوال بالإضافة إلى وظيفته ويشار إليها من هذه الإتفاقية بالفريق الأول ترغب أن توكل نقل الطلاب والعاملين في الجامعة الأميركية في مادبا وحيث أن بنيامين سمعان مراد سرياني و / أو أي شخص اعتباري (شركة ) مؤسسة و / أو تؤسس لهذه الغاية ويشار إليه بالفريق الثاني يملك الإمكانات الخاصة والمؤهلات الفنية للقيام بنقل الركاب والطلاب مقابل أجر يتقاضاه من الفريق الثاني.

وحيث أن كلا الفريقين قد أبديا رغبتهما وإستعدادهما للتعاون لتنفيذ هذه الإتفاقية, فقد تم الإتفاق على الشروط التالية:  
أولاً: تعتبر مقدمة هذه الإتفاقية جزءاً لا يتجزأ منها وتقرظاً منها كوحدة واحدة.

ثانياً: إلزامات الفريق الاول .

- 1- يمنح الفريق الأول الفريق الثاني الحق في تسجيل الحافلات المملوكة للفريق الثاني بإسم الجامعة الأميركية في مادبا أو بإسم مدارس البطريركية اللاتينية إذا رغب الفريق بذلك و/أو كان ضرورياً لتنفيذ بنود هذه الإتفاقية ويتعهد بتسهيل إجراء تسليم كافة الأوراق والمعاملات اللازمة لتسجيل المركبات.
- 2- تؤمن ادارة الجامعة الاميركية في مادبا أو الإدارة العامة للمدارس المكان والمناخ المناسبين لتمكين الفريق الثاني من القيام بمهمته لنقل الركاب وتوفير المواقع المناسبة لوقوف ومبيت الحافلات بحيث تفي باستيعاب الحافلات بشكل منظم وحضاري وتأمين حراستها ضمن الحراسات المعتادة لأبنية وحرم الجامعة والتصاريج اللازمة لدخول الباصات والسيارات الى ساحة المواقع في الجامعة الأميركية في مادبا بموجب إتفاق خطي مع إدارة الجامعة.
- 3- يقوم الفريق الثاني مع إدارة الجامعة أو من تفوضه ( ضابط الارتباط ) عمل كروكي يوضح عليه نقاط تجمع الطلاب ويحدد به مواقع التحميل والتنزيل.
- 4- إعداد وتقديم برنامج التشغيل وجداول مواعيد الرحلات وحركة سير الحافلات المنتظمة وغير المنتظمة وإتجاهاتها وأماكن التوقف ومن ثم موافقة إدارة الجامعة عليها.
- 5- إصدار بطاقة ( وثيقة ) إثبات الهوية لمستخدم الحافلة ( الطالب/الموظف ) ويبين فيها قيمته ومدة اشتراكه بالخدمة تصدر من قبل الفريق الثاني.
- 6- توريد أسماء الطلبة المسجلين لغايات النقل قبل بدء الفصل الدراسي وتحصيل كافة الأقساط من الطلبة المسجلين بموعد أقصاه 30 يوم من بدء التسجيل للفصل الدراسي أو حسب برنامج التسجيل ، يجب على إدارة الجامعة إستيفاء الرسوم وتزويد سندات القبض للفريق الثاني مع لائحة الأسماء.

### ثالثاً: إلتزامات الفريق الثاني:

- 1- تأمين عدد مناسب من الحافلات لا يتجاوز عمرها التشغيلي خمسة سنوات من تاريخ صنعها وبحالة صالحة للعمل وجيدة ونظيفة من الداخل والخارج لنقل الركاب من و إلى الجامعة بمعدل 1.75 % مقعد من عدد الطلبة المسجلين بالنقل.
- 2- أن تكون الحافلة المقرر تشغيلها مرخص لها بالسير على خط الجامعة طوال العام الدراسي ويلتزم الفريق الثاني بتزويد الجامعة بصور مصدقة عن رخصة قيادة السائق ورخصة الحافلة وعقد التأمين ويلتزم بأخذ المواقف اللازمة من كافة الجهات الرسمية المعنية ومستوفية لشروط وقواعد وأنظمة السير والسلامة العامة وفقاً للتعاون مع الفريق الأول.
- 3- عدم نقل أي راكب خلاف الطلاب والعاملين لدى الفريق الأول والجامعة الأميركية في مادبا مهما كانت صنفته. أو حمل أي أغراض خاصة له و/أو لغيره مهما كان نوعها أثناء نقل الطلاب والعاملين لدى الفريق الأول.
- 4- التقيد بمواعيد النقل وبالتحميل والتنزيل على المسارات والإلتزام بمراكز الإنطلاق والوصول التي تحددها إدارة الجامعة كما لا يجوز للفريق الثاني أن يمتنع عن تقديم الخدمة تحت طائلة المسؤولية.
- 5- يقتصر أيام نقل الطلبة والعاملين على الأيام التي يكون فيها دوام رسمي على أنه يحق للفريق الأول تكليف الفريق الثاني بالقيام بنقل الطلاب والعاملين فيها غير أيام الدوام الرسمي وأيام الامتحانات والحالات والمناسبات التي تعتبر أيام رسمية في حال وجود نشاطات أو مناسبات في الجامعة الأميركية في مادبا ويحدد الفريق الأول أو من ينيبه عدد الطلبة والحافلات المطلوبة لهذه الغاية والتكلفة الإضافية.
- 6- يحق للفريق الثاني تكليف أي مقاول آخر بالنقل من الباطن وبذات الشروط ولا يعتبر تكليف المقاول اعفاءً للطرف الثاني من المسؤولية الكاملة والإلتزامات المترتبة عليه بموجب هذه الإتفاقية و/أو القوانين والأنظمة المرعية .
- 7- إذا تعطلت الحافلة فيجب على الفريق الثاني إتخاذ الإجراءات اللازمة لضمان الركاب في أسرع وقت ممكن وكما عليه إصلاح العطل فوراً لضمان استمرار نقل الركاب.
- 8- يتحمل الفريق الثاني وحد' المسؤولية القانونية الناشئة عن أي أخطاء يرتكبها أي من العاملين (والفنيين والإداريين ) خلال ممارستهم لأعمالهم أو للأمور التي يرتبط بها وفقاً لقانون النقل العام للركاب والأنظمة والتعليمات الصادرة بمقتضاها.
- 9- يلتزم الفريق الثاني بالتقيد بالتشريعات النافذة حالياً والقرارات التي تتعلق بتنظيم النقل الحالية أو التي قد تصدر مستقبلاً وكذلك التقيد بالقوانين والأنظمة والتعليمات والقرارات الصادرة عن الجهات الرسمية بما في ذلك ما يتعلق بمسار الحافلات وقرار الإنطلاق ومواقف التحميل والتنزيل، كما يلتزم بالتعليمات والقرارات الصادرة عن إدارة الجامعة الأميركية في مادبا وأنظمتها بما يخص نقل الطلبة والموظفين.
- 10- يخصص الفريق الثاني نسبة 7% من اجمالي الرسوم لـ أعمال إدارية للجامعة تُقَطَّع مباشرة من اجمالي قيمة أقساط نقل الطلبة المسجلين بالنقل وذلك كأجر للفريق الأول.

رابعاً: إتفق الفريقان على أن يكون مبلغ أجور نقل الطالب في عام 2014 ثلاثمائة دينار أردني للفصل الواحد على أن تراعى في الزيادة السنوية نسبة التضخم وأسعار المحروقات والحد الأدنى للأجور ويتم الإتفاق عليها مع إدارة الجامعة وإعلام الطلبة بها قبل ثلاثة أشهر من بداية كل عام جامعي.

خامساً: في حال حاجة الفريق الأول لأي من خدمات النقل غير المذكورة في هذه الإتفاقية يعطي الفريق الثاني أولوية في هذه العمليات بصفته متعاقد لعمليات النقل على أن تحدد أجورها في حينها.

سادساً: مدة العقد عشرة سنوات تبدأ من تاريخ 2014/4/1 قابل للتجديد بموافقة الطرفين.

سابعاً: في حال عدم رغبة أحد أو كلا الفريقين بتجديد مدة العقد عليه إشعار الطرف الآخر خطياً برغبته بعدم التجديد قبل شهرين من تاريخ إنتهاء العقد وبمعكس ذلك يعتبر العقد مجدد تلقائياً لنفس المدة وبذات الشروط.

ثامناً: تسمي الجامعة ضابط إرتباط يتولى متابعة شؤون الطلبة والإتصال مع الفريق الثاني.

تاسعاً: يتولى الفريق الثاني خدمات Shuttle Bus خلال فترة التسجيل مجاناً.

عاشراً: يتولى الفريق الثاني خدمات الرحلات العلمية ( البحث العلمي ) مجاناً.

حادي عشر : يؤمن الفريق الثاني خدمات نقل الموظفين ضمن تسعيرة أو إشترك محدد ومتفق عليه.

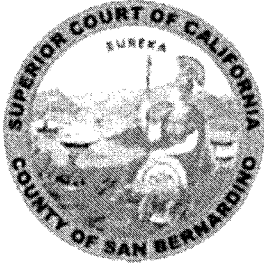
ثاني عشر : في حال بروز أي خلاف بين الطرفين يحال الأمر للتحكيم وفق قانون التحكيم الأردني وتستمر الخدمات وتطبيق أحكام العقد طوال فترة نظر الخلاف.

الثالث عشر : تم تحرير هذه الإتفاقية بثلاثة عشر بنداً بما فيها هذا البند وعلى نسختين, تُسلم لكل فريق نسخة منها.

الفريق الأول  
غبطة البطريرك فؤاد الطوال

الفريق الثاني  
بنيامين سمعان مراد سرياني

امسارقة على صحة  
نرفع البطريرك فؤاد الطوال  
والمتطوع مارون المصام  
وعلى صحة خاتمة المطابقة  
د. د. جواد شرمات  
رئيس المحكمة



## Alternative Dispute Resolution

Superior Court  
of California -  
County of San  
Bernardino

Alternate Dispute Resolution (ADR) provides an opportunity for parties to receive assistance reaching a resolution in their small claims, landlord tenant, civil, family law, probate case with a trained mediator. These services are provided by Inland Fair Housing and Mediation Board (IFHMB).

These services are available in the following court locations:

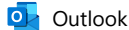
- ♦ Barstow
- ♦ Fontana
- ♦ Joshua Tree
- ♦ San Bernardino Justice Center
- ♦ San Bernardino Historic
- ♦ Victorville

Using ADR to resolve disputes can:

- Save time, since it can take a lot less time to work out and write up an agreement than go through a trial.
- Save money on attorney's fees, fees for expert witnesses and other expenses.
- More control over the outcome. In ADR, parties participate more actively in creating a workable solution than leaving the decision up to a judge or a jury. Also, it can create solutions that go beyond what the court can do.

EXHIBIT 46





Fwd: Re: hello

From Daoud Kuttab <dkuttab@ammannet.net>

Date Sun 3/30/2025 7:10 AM

To Benjamin Seryani <seryani@msn.com>

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

From: [donata.maria@bluewin.ch](mailto:donata.maria@bluewin.ch) <[donata.maria@bluewin.ch](mailto:donata.maria@bluewin.ch)>

Date: Fri, Oct 23, 2020 at 12:42 PM

Subject: Re: Re: hello

To: <[dkuttab@ammannet.net](mailto:dkuttab@ammannet.net)>

Cc: Governatore Generale OESSH <[gov@oessh.va](mailto:gov@oessh.va)>, Jean-Pierre de Glutz-Ruchti VGG OESSH <[vggoessh.deglutz@bluewin.ch](mailto:vggoessh.deglutz@bluewin.ch)>, François Vayne <[comunicazione@oessh.va](mailto:comunicazione@oessh.va)>

Dear Mr. Kuttab

Here you will find my answers to your questions. Thanks to François Vayne, the responsible for communication in the Grand Magisterium of the Order of the Holy Sepulcher, for organizing this interview.  
A Skype connection is also possible, if desired.

1. What are the priorities when it comes to supporting to Christians in the Holy Land?

*The Order of the Holy Sepulcher focusses on catholic schools, day-care centers and hospitals their construction, operation and maintenance. A further important role plays our pastoral engagement and humanitarian and social activities. These projects are carefully examined, meticulously coordinated and accompanied by the Holy Land Commission of the Grand Magisterium in Rome. Out of this broad range of projects, the Swiss Lieutenancy selects various projects, especially in the educational field of the Latin Patriarchate.*

2. How do you deal with education? Do you prioritize basic or higher or both?

*Education is one of the central points in the support provided by the Order. Since the re-establishment of the Latin Patriarchate in 1847, the Patriarch of Jerusalem has been the head of the local Catholics and also Grand Prior of the Order. The Patriarchate englobes 72 parishes, 44 of which have a school with a total of 45,000 students and 1,600 teachers. The commitment of the Order in the field of education also helps people of different origins and religions to learn to live together in peace and mutual respect. Great importance is attached to both levels, basic education and higher education.*

3. How do you see the future of universities such as Bethlehem and American U in Madaba

*Both universities are excellent educational institutions. Bethlehem University works very well. The American University of Madaba must become self-sustaining in the future, the number of students must be constantly increased in order to succeed as a Catholic University in the region.*

4. What about housing as a way of keeping Christians from emigrating

*The better the education, the better the employment or career prospects and the better the housing. For Christians in the Holy Land, faith and a comparatively high level of education are two essential elements of their identity.*

5. Knights from which countries are most supportive of the Knights

*The Lieutenancies are of different sizes. Depending on the countries there are also several Lieutenancies. Or vice versa there are Lieutenancies, which cover different countries. Each Lieutenancy gives its financial contribution according to the number or the generosity of their members.*

6. I noticed it is Ladies and Knights or Knights and Dames - when did women join and what is their role

*As early as 1888, Pope Leo XIII confirmed in an Apostolic Letter the membership of Dames with the same rights, duties and positions as Knights. It is the only order to which women and men, clerics and laity belong equally.*

7. How are decisions made in the Knights. Is there an annual conference is their an executive committee?

*The head of the Order is the Cardinal Grand Master. This position was assigned to him by the Pope. Worldwide, the Order counts about 30,000 Knights and Dames in about 40 countries. These are currently organized in 65 Lieutenancies or Magistral Delegations; every one of them lead by a Lieutenant or a Magistral Delegate. Every five years the Lieutenants/Delegates meet in the "Consulta", the plenary assembly of the Order. The consulta furthermore consists of the members of the Grand Magisterium, the representatives of the State Secretariat of the Holy See (Vatican) and the Congregation for the Oriental Churches. Since 1950 there has been a Lieutenancy of the Order in Switzerland with currently 370 members. In Switzerland there is also a council (board). Once a year a so called "Investiture" takes place, where new members are admitted and where the annual meeting of all members is held.*

8. What would the Knights like to see in the next Patriarch- what background, what values what experiences?

*The new Patriarch of Jerusalem is to continue in the politics already pursued by the Apostolic Administrator Monsignor Pierbattista Pizzaballa.*

Kind Regards

Donata Krethlow-Benziger

\*\*\*

**ORDO EQUESTRIS SANCTI SEPULCRI HIEROSOLYMITANI  
LOCUMTENENTIA HELVETICA**

**THE LIEUTENANT**

Dr. phil. Donata Maria Krethlow-Benziger, DGCHS

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CH-6006 Lucerne, Switzerland

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[donata.maria@bluewin.ch](mailto:donata.maria@bluewin.ch)

[www.oessh.ch](http://www.oessh.ch)

---Ursprüngliche Nachricht---

Von : [dkuttab@ammannet.net](mailto:dkuttab@ammannet.net)

Datum : 20/10/2020 - 09:46 (CEST)

An : [donata.maria@bluewin.ch](mailto:donata.maria@bluewin.ch)

Betreff : Re: hello

sorry for the late reply. Yes for sure we can do the interview by skype or zoom

Here are the topics I would like to cover

1. What are the priorities when it comes to supporting to Christians in the Holy Land?
2. How do you deal with education? Do you prioritize basic or higher or both?
3. How do you see the future of universities such as Bethlehem and American U in Madaba
4. What about housing as a way of keeping Christians from emigrating
5. Knights from which countries are most supportive of the Knights
6. I noticed it is Ladies and Knights or Knights and Dames - when did women join and what is their role
7. How are decisions made in the Knights. Is there an annual conference is their an executive committee?
8. What would the Knights like to see in the next Patriarch- what background, what values what experiences?

داود كُتَّاب

Daoud Kuttab

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On Fri, Oct 16, 2020 at 10:07 PM Donata Krethlow-Benziger <[donata.maria@bluewin.ch](mailto:donata.maria@bluewin.ch)> wrote:

Dear Mr. Kuttab

Thank you very much for your interesting request. I hope I can help you.

Do you already know something about our order? Have a look at our Homepages.

<http://www.oessh.va/content/ordineequestresantosepolcro/en.html>

Or in Switzerland:

<https://www.oessh.ch/it/>

We can do an interview in English by Skype. Would it be possible to have the questions in advance?

You will find my number below.

Kind regards

Donata Maria Krethlow-Benziger

\*\*\*\*\*

***Equestrian Order of the Holy Sepulcher of Jerusalem  
Lieutenancy of Switzerland***

*Dr. phil. Donata Maria Krethlow-Benziger, Dame Grand Cross  
Lieutenant*

*Rigistr. 23.  
CH - 6006 Lucerne  
Switzerland  
Mobile: ++41 77 414 37 75  
[donata.maria@bluewin.ch](mailto:donata.maria@bluewin.ch)  
[www.oessh.ch](http://www.oessh.ch)*

Am 16.10.2020 um 11:36 schrieb Daoud Kuttab <dkuttab@ammannet.net>:

I would like to do a story about the Knights of the Holy seplechure and especially the recent help to Latin patriarchate to help with covid. Can I do that with you on skype. I write in English mostly in Al Monitor, Arab News, the New Arab, Middle east Institute and other publications

داود كُتَّاب

Daoud Kuttab

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--

داود كُتَّاب، المدير العام

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Member of [HIMAM](#) Coalition

**[Our family newsletter](#)**



**PROOF OF SERVICE**

I am employed in the County of San Bernardino, State of California; I am over the age of 18 years and am not a party to the within action. My business address is 204 North San Antonio Avenue, Ontario, California 91762.

On April 1, 2025, I served the foregoing document(s) described as:

**FIRST AMENDED COMPLAINT FOR: 1. FRAUDULENT INDUCEMENT  
2. BREACH OF CONTRACT; 3. CHARITABLE FRAUD; 4. CONSTRUCTIVE FRAUD  
/ BREACH OF FIDUCIARY DUTY; 5. UNJUST ENRICHMENT / QUANTUM MERUIT  
6. CONVERSION; 7. MONEY HAD AND RECEIVED; 8. FRAUDULENT TRANSFER /  
CONCEALMENT; 9. Civil RICO (Racketeer Influenced and Corrupt Organizations Act)  
18 U.S.C. § 1962©); 10. CIVIL CONSPIRACY; 11. DECLARATORY RELIEF /  
RESCISSION / RESTITUTION**

on all other interested parties and/or their attorney(s) of record to this action by placing a true copy thereof in a sealed envelope as follows:

David Colella, Esq. FULLERTON, LEMANN, SCHAEFER & DOMINICK, LLP 215 North D Street, First Floor San Bernardino, CA 92401-1712 dColella@flsd.com	Attorney for Defendants, The Latin Patriarchate of Jerusalem, etc.
Michele B. Friend, Esq. Offit Kurman 445 South Figueroa Street, 18 <sup>th</sup> Floor Los Angeles, CA 90071 michelle.friend@offitkurman.com	Attorney for Defendant, The Roman Catholic Archbishop of Los Angeles

☐ **BY MAIL:** I am a resident of, or employed, in the county where the mailing occurs; I am over the age of 18 years and am not a party to the cause. I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service. The correspondence will be deposited with the United States Postal Service this same day in the ordinary course of business. The address(es) shown above is(are) the same as shown on the envelope. The envelope was placed for deposit in the United States Postal Service in Ontario, California. The envelope was sealed and placed for collection and mailing with first-class prepaid postage on that date following ordinary business practices. Service made pursuant to CCP §1013A(3), upon motion of a party served, shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in the affidavit.

☒ **BY ELECTRONIC MAIL (EMAIL):** I caused the above-referenced documents to be served and transmitted via electronic mail from my electronic notification address to the electronic notification address of the parties indicated on this Proof of Service, pursuant to California Rules of Court, Rule 2.306 and Code of Civil Procedure section 1013. The documents were served electronically and the transmission was reported without error.

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

Executed on April 1, 2025, at Ontario, California.

*Kelly Branch*

Kelly Branch