	Electronically Filed by Superior Court of California, Cour DAVID H. YAMASAKI, Clerk of the Court By Sonya Wilson, Deputy	nty of Orange, 10/23/2019 0 Clerk. 30-2019-01078776-C	4:49:00 PM. U-DF-CJC ROA # 24
1 2 3 4 5 6 7 8	Jeffrey Lewis (Bar No. 183934) Sean Rotstan (Bar No. 316041) JEFF LEWIS LAW 609 Deep Valley Drive, Suite 200 Rolling Hills Estates, CA 90274 Tel. (310) 935-4001 Fax. (310) 872-5389 E-Mail: Jeff@JeffLewisLaw.com Attorneys for Defendant HEATHER MCDONALD SUPERIOR COURT OF T	'HE STATE OI	F CALIFORNIA
9	COUNTY OF ORANGE - O	CENTRAL JUS	STICE CENTER
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11	JAMES BELLINO, et al.,) Case No.: 30-2	2019-01078776-CU-DF-CJC
12	Plaintiffs,		SPECIAL MOTION TO D SPECIAL MOTION TO
13	vs.) STRIKE CO	
14	HEATHER MCDONALD, et al.	AUTHORITI	ES AND DECLARATION Y LEWIS IS SUPPORT
15	Defendants.) THEREOF	
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TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIFED THAT, on February 20, 2020, at 2:00

p.m. or as soon thereafter as the matter may be heard in Department C12 of the Orange County Superior Court, located at 700 Civic Center Drive West, Santa Ana, CA 92701, Defendant Heather McDonald ("McDonald") will and hereby does move this Court for an order striking the complaint filed by Plaintiffs James Bellino and Jump Management Co., LLC on June 24, 2019.

This motion is made pursuant to Code of Civil Procedure, section 425.16 and on the grounds that the complaint arises from Heather McDonald's constitutionally protected right of free speech and that plaintiffs cannot establish a probability of prevailing on the merits of their claims. By this motion, Heather McDonald seeks to strike the entire complaint or, alternatively, the following portions of the complaint:

> 13. Judge and Beador sat on stage with a magnum of champagne set up in front of them for the duration of the interview. As they swilled champagne, Judge and Beador discussed and took questions from McDonald and the audience about former and current participants on the Real Housewives of OC. When the subject turned to Bellino and Alexis, the interview took a vicious turn.

14. McDonald introduced the topic of the Bellinos' divorce by relating the fact that she had been at the J.W. Marriott Hotel in Palm Desert over the past weekend with her sister. McDonald then stated that she believes that the Bellinos had originally met one another at the J.W. Marriott. 15. Judge then offered and answered the question: "Why is he wanting spousal support? I have a theory. Everything's in her name. He's going to go to jail. Yeah, he's a shady mothafucka!

16. Judge refers to text messages exchanged between her and McDonald in advance of the interview and regarding the issue of whether "do you think he's [Bellino's] in trouble and she [Alexis] can't testify against him."

17. After Judge makes her statements about the Bellinos, the following exchange between Ms. McDonald and Beador occurs: "McDonald: Do you... Do they [the Belllinos" still have the trampoline parks? Does anyone know? Beador: No. No. I heard they don't. McDonald: They sold it? Beador: I heard they don't because they were sued. McDonald: So there wasn't, like, a lawsuit of someone that, that -Beador: No, they were, they were sued. Kids... People get their... I won't let my kids go because people get paralyzed, and they, and apparently that happens.

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This motion is based on this Notice and the attached Memorandum of Points and Authorities, and the Request for Judicial Notice and Declarations of Heather McDonald and Jeffrey Lewis filed concurrently herewith, and such further evidence and argument as the Court may receive at the hearing. DATED: October 23, 2019 JEFF LEWIS LAW By: Sean C. Rotstan Attorneys for Defendant HEATHER MCDONALD Jeff Lewis Law 609 Deep Valley Drive, Suite 200 Rolling Hills Estates, CA 90274 - 3 -SPECIAL MOTION TO STRIKE

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MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

This is a lawsuit for defamation by Plaintiffs James Bellino ("Jim") and Jump Management Co., LLC ("JMC") against defendant Heather McDonald ("McDonald.") The statements alleged to be defamatory were uttered by Tamra Judge ("Judge") and Shannon Beador ("Beador") who were guests during a June 2018 live taping of McDonald's celebrity news show. Judge and Beador are two stars of the Bravo TV Show, Real Housewives of Orange County ("RHOC.") During the taping, Judge and Beador made statements about Jim's divorce. McDonald did not utter any of the allegedly defamatory statements. The live show was recorded and published on a podcast. Jim and JMC's theory of liability is that McDonald is liable for publishing the podcast.

This is the second lawsuit arising from the June 2018 show. In *Bellino v. Judge*, OCSC Case No. 30-2018-01008497, these same plaintiffs filed an action against Judge and Beador claiming defamation, false light, and interference with economic advantage. Judge and Beador filed anti-SLAPP motions which were granted in part and that ruling is now up on appeal. This Court granted Beador's motion in its entirety, denied Judge's motion as to one claim of defamation per se and granted the motion as to one claim for defamation per quod.

This lawsuit against McDonald is equally devoid of merit. The anti-SLAPP motion should be granted and the entire complaint dismissed, or alternatively, paragraphs 13 through 17 of the complaint should be stricken because:

> Jim and JMC have no special damages and cannot seek general damages due to their failure to demand a retraction from McDonald within twenty days of publication as required by Civil Code section 48a.

2. Jim is a limited public figure with respect to his marriage and divorce and has purposefully injected himself into the public light. As such, he is required to prove malice and no such malice exists.

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1	3. Jim and JMC have no competent evidence that any third party heard
2	the statements published on McDonald's podcast and understood that
3	the statements related to Jim and JMC.
4	4. Jim and JMC have impermissibly split a cause of action – defamation –
5	by instituting two separate lawsuits arising from the same claim.
6	5. JMC has no competent evidence that any third party understood that
7	the statements related to JMC.
8	6. The statements are inactionable opinion.
9	7. The publication of the statements constitute a fair and accurate report
10	of the divorce.
11	8. The decision of what to publish on a podcast is protected by the First
12	Amendment and cannot form the basis of any liability against
13	McDonald.
14	
15	II. Statement of Facts
16	A. The Reality Show and McDonald's Podcast About Celebrity News
17	RHOC is a successful reality television show airing on BRAVO since 2006.
18	Judge and Beador are cast members. McDonald is not. McDonald hosts a regular
19	podcast reporting on celebrity news ("the show"). The podcast is published at least
20	weekly. (McDonald Decl., \P 12.) Jim's ex-wife Alexis appeared on RHOC from 2008
21	to 2013. The podcast containing remarks about Jim was taped on June 24, 2019.
22	(McDonald Decl., ¶ 8.)
23	The day after the taping, McDonald spoke with Judge and Beador. (McDonald
24	Decl., \P 9.) The recording of the show was published as a podcast on Tuesday, June
25	26, 2018 sometime after midnight. Tuesday morning, McDonald received a request
26	from Judge to edit out the discussion about Jim and Alexis' divorce from the podcast.

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McDonald complied and it was removed that same day. (McDonald Decl., \P 11.) The

statements at issue were only available for download between midnight and noon on

Tuesday, June 26, 2018. (McDonald Decl., ¶ 11.) Jim did not contact McDonald to request a retraction within twenty days of the publication on June 26, 2018. (McDonald Decl., ¶ 12.)

B. Jim's Active Participation in RHOC and His Social Media Posts About the Show, Alexis, Marriage and Religion Made him a Limited Purpose Public Figure

Jim participated in the show and used social media to promote himself, his businesses, his wife, his views on religion and his advice about marriage. He has over 15,000 followers on Twitter. (Lewis Decl., ¶ 4, Ex. B; McDonald Decl., ¶ 6.) Jim launched a blog, YouTube, Facebook, LinkedIn and Instagram accounts. (Lewis Decl., ¶ 3.) Jim's Twitter and Facebook accounts are still live to this day, and his Facebook account is explicitly designated as a "Public Figure" page. (Lewis Decl. ¶ 5, Ex. C.) Although his Twitter and Facebook accounts remain, his YouTube account and the vast majority of his blog posts about RHOC, Alexis and his marriage have been taken down from social media. A summary of how Jim has thrust himself into the public pertaining to his marriage and divorce from Alexis is set forth below.

On April 10, 2011, Alexis and Jim appeared together for a live panel at the "Reality Rocks Expo." (Lewis Decl., ¶ 10, Ex. H.) The title of the panel was: "Dating & Love in the Reality Spotlight." discussion of the panel was love and marriage on reality TV. (Lewis Decl., ¶ 10.) Jim bragged that 3 out of 4 couples on reality TV are no longer married and he and Alexis, at the time, defied the odds. During the panel Jim joked that if Alexis ever divorced him, Alexis would have to pay Jim child support. Jim stated during this live panel that "divorce" is a "hot topic" for reality TV producers. (Lewis Decl., ¶ 10.) He gave relationship advice that for the health of a marriage, people should never have Facebook friends with members of the opposite sex because it is too much of a temptation.

Between February 7, 2012 and September 23, 2012, he published no fewer than 246 tweets. (Lewis Decl., ¶ 11, Ex. B.) On February 7, 2012 he tweeted: "If you

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haven't already come check out my blog about season 7 of #rhoc from MY POV" and then directed his fans to his personal blog. (Lewis Decl., ¶ 11, Ex. B, p. 26.) On February 8, 2012, he tweeted "I want the world to know there is another POV" and "can't wait to get to know you all more on twitter." (Lewis Decl., ¶ 12, Ex. B, p. 25.) Jim frequently re-tweeted Twitter users who mentioned Jim or Jim's personal blog. (Lewis Decl., ¶ 12.)

Jim made his relationship with Alexis a public issue. On February 9, 2012 he tweeted photos of her and how excited he was to see her. (Lewis Decl., ¶ 12. Ex. B, p. 24.) On February 14, 2012 he tweeted about his wife and "#marriagetips." (Lewis Decl., ¶ 13, Ex. B, P. 24.) On February 14, 2012, Jim tweeted about his wife, #RHOC and the "drama." (Lewis Decl., ¶ 14, Ex. B, p. 23.) On February 14, 2012, he tweeted "Big night tonight on #rhoc. Stayed tuned for my blog." (Lewis Decl., ¶ 15, Ex. B, p. 23.) On February 14, 2012, he posted more about his blog, his show and his side of the story. (Lewis Decl., ¶ 16, Ex. B, p. 23.) The tweets point to his website, JimBellino.com. (Lewis Decl., ¶ 17.) Many of his blog posts about RHOC are no longer accessible to the public. (Lewis Decl., ¶ 17.) On February 15, 2012, Jim invited viewers to read Alexis' "Bravo blog" and Jim's own blog at "JimBelino.com/201202/14." (Lewis Decl., ¶ 18, Ex. B, p. 22.) That blog entry is no longer accessible. (Lewis Decl., ¶ 18.) On February 28, 2012, Jim invited fans to view his latest blog about "#rhoc." (Lewis Decl., ¶ 19, Ex. B, p. 21.) On March 3, 2012, Jim tweeted an invitation for people to view his YouTube channel with a photo of him and Alexis. (Lewis Decl., ¶ 20, Ex. B, p. 21.) He stated "trying to build up my youtube page....including RHOC interviews with Alexis...." (Lewis Decl., ¶ 20, Ex. B, p. 21.) That YouTube page is no longer available.

On March 3, 2012, Jim invited fans to "like" his Facebook page for SkyZone Anaheim. (Lewis Decl., ¶ 21, Ex. B, p. 21.) On March 3, 2012, he announced he was launching a new Facebook page: "let's see if I can keep up with @AlexisBellino."

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blog entry about RHOC and invited fans to comment. (Lewis Decl., ¶ 23, Ex. B, p. 20.)

On March 22, 2012, Jim excitedly announced the big ratings for RHOC. (Lewis Decl., ¶ 24, Ex. B, p. 19.) He also asked his fans: "what did you guys think of that footage last week on #rhoc." (Lewis Decl., ¶ 25, Ex. B, p. 18.) He told the world how much he enjoys writing a public blog. (Lewis Decl., ¶ 26, Ex. B, p. 18.) On April 10, 2012 he proudly announced "Unprecedented traffic on my blog tonight. Thanks for all you support...." (Lewis Decl., ¶ 27, Ex. B, p. 15.) He said: "Hopping on my blog to answer your comments now. Join me at JimBellino.com/Balanced-Marriage." (Lewis Decl., ¶ 27, Ex. B, p. 15.) That blog entry about his marriage is no longer publicly available. (Lewis Decl., ¶ 27.) On April 12, 2012, Jim proudly re-tweeted a fan's blog discussing Jim's blog. (Lewis Decl., ¶ 28, Ex. B, p. 14.)

On April 12, 2012, Jim tweeted about a local church inviting the public to check it out. (Lewis Decl., ¶ 29, Ex. B, p. 13.) On April 17, 2012, Jim blogged publicly about his wife and RHOC. (Lewis Decl., ¶ 30, Ex. B, p. 12.)

On May 8, 2012, Jim tweeted about Alexis being a stay at home mom and invited people to comment on his blog. (Lewis Decl., ¶ 31, Ex. 7.) That blog entry is no longer available. (Lewis Decl., ¶ 31.) That same day he participated in a "live blog" to answer his fans questions. (Lewis Decl., ¶ 31.)

On June 19, 2012, Jim tweeted a photo of Alexis and tweeted about "date night" with her. (Lewis Decl., ¶ 32, Ex. B, p. 6.)

On June 26, 2012, Jim excitedly tweeted that all of the visitors to his blog crashed his website. (Lewis Decl., ¶ 33, Ex. B, p. 5.)

On July 8, 2018, Jim posted on his website about his divorce from Alexis. (Lewis Decl., ¶ 34, Ex. B, pgs. 3-4.) On February 12, 2019, he posted an update on twitter using the hashtags #RHOC and #realitytv. On February 15, 2019, he provided fans an update on his divorce. (Lewis Decl., ¶ 36, Ex. B, p. 3.) On March 1, 2019, Jim posted on Instagram and other social media:

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Read my blog: I'm breaking my silence. I'm taking my power back. It takes strength & courage to fight back. The negative impact is powerful—but I've learned my anger can serve a purpose—it can propel me further when I allow myself to be guided by my faith. Go to jimbellino.com. Link in bio.... #rhoc #realhousewivesoforangecounty #bravo #bravotv #jimbellino #alexisbellino #housewives #realitytv #tamrabarney #tamrajudge #shannonbeador #heathermacdonald #truth #bully #stopbullying

(Lewis Decl., ¶ 37, Ex. I.)

People who do not wish to be in the public eye do not publish statements like the foregoing using hash tags to drive more of an audience to social media. People who do not wish to be in the public eye and who do not intend to hold themselves out as public figures do not create Facebook Accounts with the explicit designation of "Public Figure." (Lewis Decl., ¶ 5, Ex. C.)

C. Widespread Public Interest in Jim and Alexis Before and After their Divorce

Jim and Alexis are prominently featured on popular celebrity publications and websites such as Page Six, People Magazine, Fox News, Entertainment Tonight and many others. (Beaudin Decl., Exs. 4-8.) Everything from their marriage to their business dealings and real estate troubles have been covered in detail on publicly available blogs and online newspapers such as the Wall Street Journal. (Beaudin Decl., Exs. 4-8, 11-17.)

Multiple news sources and blogs have covered Jim's "shady past." (Beaudin Decl., Exs. 12-19.) In 1999, Plaintiff was investigated by the FBI in connection with a massive counterfeit ring involving his company, Forensic Document Services, according to accounts from a book describing the FBI investigation in detail. (Beaudin Decl., Exs. 14-15, 18.) The FBI's Operation Bullpen infiltrated and dismantled a network of 20 forgers, authenticators, wholesalers, and retailers who are responsible for the creation and sales of up to \$100 million of forged memorabilia, items that are both sports and non-sports-related. The articles report

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that Jim accepted a deal with the government that gave him probation and expunged his record, but he cannot return to the memorabilia business without obtaining an order from the court.

In December 2010, news publications reported that Jim was sued for fraud, deceit, wrongful foreclosure, breach of written contracts and other accusations in connection with his company's foreclosure on a hotel property after receiving \$2.13 million in a refinance loan. (Beaudin Decl., Exs. 11, 14.)

In 2010, it was reported that the Bellino family faced foreclosure for delinquent payments on their Newport Beach mansion. (Beaudin Decl., Exs. 12-13, 16-17.) However, just a year later, they purchased another home in Orange County. (*Id.*) There were also allegations in online blogs that they had hired and failed to pay an interior designer that resulted in legal action. (Beaudin Decl., Ex. 19.)

On June 20, 2018, Jim filed for divorce. (Beaudin Decl., Ex. 3.) The divorce was immediately widely discussed on internet websites. (Beaudin Decl., Exs. 4-8.) Jim discussed his divorce on his own publicly disseminated personal blog, and he issued a public statement with his wife, Alexis Bellino. (Beaudin Decl., Ex. 1.) On his blog, he also addresses public rumors about his personal life. (Beaudin Decl., Ex. 2.)

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III. Background Principles of Anti-SLAPP and Defamation LawA. California's Anti-SLAPP Law and the Burdens of Proof

California's anti-SLAPP law was intended to provide relief to defendants named in frivolous lawsuits that chill the exercise of First Amendment rights. (*Dickinson v. Cosby* (2019) 37 Cal.App.5th 1138, 1154-55.) An anti-SLAPP motion involves a two-step procedure: first, the defendant has the initial burden of establishing that the claims alleged arise from activities protected by the First Amendment. (*Ibid.*) Thereafter, the burden shifts to the plaintiff to prove a probability of prevailing. (*Ibid.*) The plaintiff's burden is to demonstrate a legally

sufficient (i.e., properly pled) claim which is supported by prima facie evidence. 1 2 (Ibid.) **B.** The Elements of Defamation and Related Principles 3 4 "Defamation is the intentional publication of a statement of fact that is false, 5 unprivileged and has a natural tendency to injure or that cause special damage." (Ibid.) 6 7 If the person defamed is a public figure, like Dickinson, she must show, 8 by clear and convincing evidence, that the defamatory statement was made with actual malice-that is, with knowledge that it was false or 9 with reckless disregard of whether it was false. 10 (Ibid.) 11 In the context of an anti-SLAPP motion, the Court is to evaluate the higher 12 evidentiary burden of "clear and convincing proof." (Ibid.) Whether a defendant 13 acted with reckless disregard 14 15 is not measured by whether a reasonably prudent man would have published, or would have investigated before publishing. There must be sufficient evidence to permit the conclusion that the defendant in 16 fact entertained serious doubts as to the truth of his publication. 17 18 (Wynn v. Chanos (N.D. Cal. 2014) 75 F.Supp.3d 1228, 1234.) 19 In the eyes of the First Amendment, reports about celebrity gossip have the 20 same protection as reports of world affairs: 21 Publication of matters in the public interest, which rests on the right 22 of the public to know, and the freedom of the press to tell it, cannot ordinarily be actionable. [Citations.]' [Citation.]" (Citations.) The 23 defense is not limited to news stories on current events: Entertainment 24 features receive the same constitutional protection as factual news reports. 25 (Stewart v. Rolling Stone LLC (2010) 181 Cal.App.4th 664, 681.) 26 27 28 - 15 -SPECIAL MOTION TO STRIKE

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In evaluating whether a statement is a false statement of fact as opposed to opinion, the Court is to review the context in which the statement is made. (Moyer v. Amador Valley J. Union High School Dist. (1990) 225 Cal.App.3d 720, 725–726.)

IV. McDonald has Satisfied her Burden of Demonstrating that the **Defamation Claim Arises from Activity Protected by the First** Amendment

The original statements at issue in this case were made at a comedy club during a live taping of McDonald's podcast. A comedy club is a public forum. They were made in the context of a weekly celebrity news podcast. (McDonald Decl., ¶ 3.) The statements, when originally made and later rebroadcast on a Podcast, are protected by the First Amendment. In a related case, this Court found that Beador and Judge's statements are protected speech within the meaning of Code of Civil Procedure, section 425.16. In addition to the statements being protected when originally made, the publishing of these statements on a podcast are also protected. Statements published over the radio regarding a matter of public interest have been held protected by the First Amendment. (Seelig v. Infinity Broadcasting Corp. (2002) 97 Cal.App.4th 798, 807.) A podcast is sufficiently similar to radio to warrant similar protection. The statements were also made in connection with a pending marital dissolution between Jim and Alexis.

The conversation about Jim and Alexis pertains to a public issue. Any issue in which the public is interested is of "public interest." (Nygård, Inc. v. Uusi-Kerttula (2008) 159 Cal.App.4th 1027, 1042.) In general, a public issue is implicated if the subject of the statement or activity underlying the claim was a person or entity in the public eye. (D.C. v. R.R. (2010) 182 Cal.App.4th 1190, 1215; see also Jackson v. Mayweather (2017) 10 Cal.App.5th 1240, 1253-1254.) Jim has used social media to garner public attention about himself, his divorce and his long running spat with Judge. He regularly uses hashtags referring to #RHOC or #Alexis to drive fans to his

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social media accounts. In addition, the widespread press coverage of Jim's divorce and this and related lawsuits is evidence of public interest. (Lewis Decl., ¶ 40, Ex. M.)

V. Plaintiffs Cannot Satisfy Their Burden of Demonstrating a Probability of Prevailing

A. Plaintiffs Failed to Request a Retraction and that Failure Bars Plaintiffs from Recovering General Damages

Neither Jim nor JMC requested that McDonald retract the statements alleged to be defamatory. (McDonald Decl., ¶ 12.) This is significant because Civil Code section 48a limits the damages recoverable by a plaintiff. While ordinarily a plaintiff in a defamation case may recover damages for harm to reputation or emotional distress, such damages may not be recovered where the plaintiff fails to demand a retraction within 20 days. (Civ. Code, § 48a.) Given Plaintiffs' failure to request a retraction, the only damages they may recover are special damages – those economic damages that are proven to be suffered by plaintiffs.

B. Plaintiffs Have not Suffered any General Damages

In the related proceedings, this Court ruled that there was no evidence of any special damages suffered by plaintiffs. (Lewis Decl., ¶ 39, Ex. L, p. 10).

C. Jim's Frantic Social Media Posting Before, During and After his Divorce was an Attempt to Influence the Public about his Public Divorce with Alexis and He Became a Limited Public Figure

The Court has before it evidence that Jim craves publicity. He has a "Public Figure" Facebook account and page designation. He has dozens of Twitter and Facebook posts about RHOC, his wife and his show. He issued a press release about his divorce. He appeared on a reality TV live panel to preach to the public about love and marriage. He said on that panel that divorce is a "hot topic" for reality tv

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producers. Even years after he stopped appearing on RHOC, he continued to use the #RHOC hashtag to generate social media attention and continued to his use "Public Figure" Facebook account and "Public Figure" Facebook designation. He has over 15,000 twitter followers that he communicates with. Prior to the filing of this lawsuit, he proclaimed to the world his intent to file this lawsuit.

In a March 1, 2019 publication, Jim told the entire world about his long running battle with Judge and his intent to "put an end" to her bullying. In that March 1, 2019 publication, he accused McDonald of setting up and orchestrating the comments made on her podcast.

These facts demonstrate that Jim is a limited purpose public figure. A limited purpose public figure requires that the Court first find there was a public controversy. (Annette F. v. Sharon S. (2004) 119 Cal.App.4th 1146, 1163–1164.) Here, the fact and circumstances surrounding Jim's divorce was a public controversy. It was widely reported on. In addition, a limited public figure must have voluntarily acted to "influence the resolution of the public issues involved." (Ibid.) Here, Jim issued a statement about his divorce and about the bullying by Judge and the reasons for his lawsuit. He did so on his website and spread the statement on social media. He was plainly trying to influence public opinion. In his March 1, 2019 publication, Jim said:

The purpose of this blog post is to state the facts regarding this case and to bring everyone up to speed on what has transpired since.

it is also my hope that you, as the reader of this blog, now have a better understanding of my position and the reason I felt it was necessary to bring legal action against Tamra Barney Judge and Shannon Beador.

(Lewis Decl., ¶ 43, Ex. P)

The foregoing is an admission that Jim sought to influence public opinion about his divorce.

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Finally, to qualify as a limited public figure, a plaintiff must "invite attention and comment." Multiple Tweets and Facebook posts by Jim invite comments about him and Alexis. (Ibid.) Jim's "Public Figure" Facebook account invites attention to his Facebook page that a private "Personal" Facebook page would not receive.

As a public figure, Plaintiffs are required to prove that McDonald acted with malice or reckless disregard. (Dickinson v. Cosby, supra, 37 Cal.App.5th at pp. 1154-55.) They cannot hope to make such a showing because McDonald and Jim have no relationship beyond this lawsuit and there is no competent evidence that McDonald "entertained serious doubts as to the truth of [her] publication." (Wynn v.

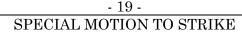
Chanos (N.D. Cal. 2014) 75 F.Supp.3d 1228, 1234; see also Flowers v. Carville (9th Cir. 2002) 310 F.3d 1118, 1130 [holding that "[o]ne who repeats what he hears from a reputable news source, with no individualized reason external to the news report to doubt its accuracy, has not acted recklessly."].) Absent such proof, the motion must be granted.

D. Jim and JMC Cannot Prove that Anyone Heard the Podcast

Jim and JMC's burden is to demonstrate that someone heard the podcast in the twelve hours that it was up before the statements about the divorce were edited. He has no competent evidence that anyone – other than those attending the live show – heard the statements. Absent such proof, the motion must be granted.

E. JMC Cannot Prove that Anyone Hearing the Podcast Understood that JMC was the Subject of the Comments

JMC's burden is to demonstrate that someone heard the podcast and understood the comments about trampoline parks referred to JMC. (Vedovi v. Watson & Taylor (1930) 104 Cal.App. 80, 83.) The comments pled in the complaint do not refer to JMC and no one listening to the comments would understand they refer to JMC. JMC's defamation claim must, therefore, fail.



F. Jim and JMC Have Impermissibly Split a Cause of Action

A plaintiff may not split a cause of action and subject parties to multiple lawsuits over the same primary right. (*Planned Parenthood Golden Gate v. Garibaldi* (2003) 107 Cal.App.4th 345, 358.) Here, if Jim and JMC wanted to proceed as to McDonald, they should have named her in the original lawsuit against Judge and Beador. The defamation is a single injury arising from a single incident. The law does not permit multiple lawsuits arising from the same incident. (*Planned Parenthood Golden Gate v. Garibaldi, supra*, 107 Cal.App.4th at p. 358.)

G. The Statements About Jim and JMC are Inactionable Opinion

Courts distinguish between statements of fact and statements of opinion for purposes of defamation liability. (*GetFugu, Inc. v. Patton Boggs LLP* (2013) 220 Cal.
App.4th 141, 155; *Summit Bank v. Rogers* (2012) 206 Cal.App.4th 669, 695.)
"Rhetorical hyperbole," "vigorous epithet," "lusty and imaginative expression of . . . contempt," and language used "in a loose, figurative sense" are all non-actionable statements for purposes of defamation liability. (*Greenbelt Coop. Publ'g Ass'n v. Bresler* (1970) 398 U.S. 6, 14). The question of whether a statement is fact or opinion is an issue of law for the court. (*Copp v. Paxton* (1996) 45 Cal. App. 4th 829, 837-38.)

In *Lewis v. Time Inc.* (9th Cir. 1983) 710 F.2d 549, 554, an attorney sued a magazine for an article that described him as a "shady practitioner." The court held that this statement was opinion, not fact and considered the context in which the statement was made, namely that the mention was in the section of an article that was "clearly meant to particularize the story's point that there may be good reason for Americans to be cynical about lawyers." (*Id.* at 553.) The court also found "the term 'shady' is by definition 'cautiously phrased in terms of apparency."" (*Id.* at 554.)

The court in *Copp v. Paxton*, 45 Cal. App. 4th 829 *supra*, stated, "The issue whether a communication was a statement of fact or opinion 'is a question of law to be decided by the court." (*Baker v. Los Angeles Herald Examiner* (1986) 42 Cal. 3d 254, 260 [228 Cal. Rptr. 206, 721 P.2d 87].) In making the distinction, the courts

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have regarded as opinion any "broad, unfocused and wholly subjective comment,"
(*Fletcher v. San Jose Mercury News* (1989) 216 Cal. App. 3d 172, 191 [264 Cal. Rptr.
699]) such as that the plaintiff was a "shady practitioner" (*Lewis v. Time Inc.* (9th
Cir. 1983) 710 F.2d 549, 554), "crook" (*Lauderback v. American Broadcasting Companies* (8th Cir. 1984) 741 F.2d 193, 195-198), or "crooked politician" (*Fletcher v. San Jose Mercury News, supra*, 216 Cal. App. 3d at pp. 190-191.)

Fundamentally, no reasonable person in attendance for the interview at the comedy club could have understood any of the comments as anything other than non-actionable hyperbolic, loose language. Some or all of Judge's alleged comments are also alleged to have been qualified by her statement "I have a theory." (See *Baker v. Los Angeles Herald Examiner* (1986) 42 Cal. 3d 254, 261–62) [holding that a reasonable person would understand a statement beginning with the phrase, "'[m]y impression is ..." as a statement of opinion rather than fact].

The context of the comments, made in a comedy club during a recording of a celebrity gossip show, lends the statements to an interpretation that the statements were hyperbole. (*Polygram Records, Inc. v. Superior Court* (1985) 170 Cal. App. 3d 543, 557 fn.20.) In *Polygram Records*, the plaintiff wine distributer claimed that comedian Robin Williams defamed him during a comedy routine in which Williams referred to an individual with the plaintiff's name as part of a joke commenting on the existence of white and red wines but the absence of "Black wines" and adding disparaging comments about Black wines. (*Id.* at 546-547.) The court ruled that the statements were not actionable, agreeing with the defendants that the "allegedly defamatory monologue 'is not actionable as a matter of law because an obvious joke, told during an obvious comedy performance, is a form of irreverent social commentary, is not taken seriously, and thus does not affect reputation in a manner actionable in defamation." (*Id.* at 551.)

	1	VI. Conclusion
	2	For the foregoing reasons, McDonald respectfully requests that the special
	3	motion to strike the complaint be granted.
	4	DATED: October 23, 2019 JEFF LEWIS LAW
	5	DATED. OCTODEL 20, 2013 GEFF LEWIS LAW
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	7	By:
	8	Sean C. Rotstan
	9	Attorneys for Defendant
	10	HEATHER MCDONALD
	11	
: 200 1274	12	
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		SPECIAL MOTION TO STRIKE

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DECLARATION OF JEFFREY LEWIS

I, Jeffrey Lewis, declare as follows:

1. I am counsel for defendant Heather McDonald ("McDonald").

2. I have personal knowledge of the truth and accuracy of the facts set
forth herein, and if called upon as a witness, I could competently testify thereto. I do
not intend to waive the attorney-client privilege or work product doctrine by making
any statement herein.

3. Plaintiff James Bellino ("Jim") appeared in multiple episodes of the Real Housewives of Orange County ("RHOC"). A true and correct copy of Jim's IMDB listing is attached hereto and incorporated herein as **Exhibit "A."** Jim participated in the show and used social media to promote himself, his businesses, his wife, his views on religion and his advice about marriage. He has over 15,000 followers on Twitter. He launched YouTube, Facebook, LinkedIn and Instagram accounts.

4. Jim has a Twitter account, @JimBellino, with over 15,000 followers. A true and correct copy of "tweets" published by Jim is attached hereto and incorporated herein as **Exhibit "B."**

5. Jim has a "Public Figure" Facebook account, @JimBellino.ca. A true and correct copy of a screenshot I took on October 23, 2019 of Jim's "Public Figure" Facebook account page and "Public Figure" designation is attached hereto and incorporated herein as **Exhibit "C."** Jim regularly used this account to publish updates about RHOC, his wife, and himself. On July 16, 2012, JIm published a post telling people he was "eager" to hear fans' feedback about the show. A true and correct copy of a July 16, 2012 post from that Facebook account is attached hereto and incorporated herein as **Exhibit "D."**

6. Jim's Twitter and Facebook accounts refer to past blog entries posted at JimBellino.com in 2012. Many of those blog entries from 2012 are no longer accessible publicly. In addition, the YouTube account established by Jim Bellino and

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SPECIAL MOTION TO STRIKE

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7. On July 1, 2018, Jim published a press release about his divorce. He published it on his website, JimBellino.com. A true and correct copy of that press release is attached hereto and incorporated herein as **Exhibit "E."**

8. According to past postings on Jim's Twitter account, he created a YouTube channel with the following account:

https://www.youtube.com/user/JamesBellino/. When I attempted to access that
account in October 2019, I received a screen with Jim's picture, but all content had
been removed. An exemplar of the message of "no content" I received is attached
hereto and incorporated herein as Exhibit "F."

9. I attempted to locate Jim's historical blog postings from
 JimBellino.com but they have been removed. An exemplar of the error message I received when trying to find his old blog posts is attached hereto and incorporated herein as Exhibit "G."

10. On April 10, 2011, Alexis and Jim appeared together for a live panel at the "Reality Rocks Expo" at the Los Angeles Convention Center. The title of the panel was: "Dating & Love in the Reality Spotlight." The presentation was recorded and is available on YouTube at: https://www.youtube.com/watch?v=hCzGjm8uciI. A true and correct screenshot of the YouTube video is attached hereto and incorporated herein as "Exhibit H." I have listened to the recording. Jim bragged that 3 out of 4 couples on reality TV are no longer married and he and Alexis, at the time, defied the odds. During the panel Jim joked that if Alexis ever divorced him, Alexis would have to pay Jim child support. Jim announced at the 5 minute, 53 second mark that divorce is a "hot topic" for reality TV producers. During the presentation, Jim gave relationship advice that for the health of a marriage, people should never have Facebook friends with members of the opposite sex because it is too much of a temptation.

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11. Between February 7, 2012 and September 23, 2012, Jim published no fewer than 246 tweets at @JimBellino. On February 7, 2012 he tweeted: "If you haven't already come check out my blog about season 7 of #rhoc from MY POV" and then directed his fans to his personal blog. The tweet incorporated the "hashtag"
#RHOC as a way to promote the tweet to viewers of the RHOC. This tweet appears on page 26 of the attached Exhibit B.

12. On February 8, 2012, Jim tweeted, "I want the world to know there is another POV" and "can't wait to get to know you all more on twitter." These tweets appear on page 25 of the attached Exhibit B. Jim frequently re-tweeted Twitter users who mentioned Jim or Jim's personal blog. Jim made his relationship with Alexis a public issue. On February 9, 2012, Jim tweeted photos of his wife and how excited he was to see her. This tweet appears on page 24 of the attached Exhibit B.

13. On February 14, 2012, Jim tweeted about his wife and "#marriagetips." This tweet appears on page 24 of the attached Exhibit B.

14. On February 14, 2012, Jim tweeted about his wife, #RHOC and the "drama." This tweet appears on page 23 of the attached Exhibit B.

15. On February 14, 2012, he tweeted "Big night tonight on #rhoc. Stayed tuned for my blog." This tweet appears on page 23 of the attached Exhibit B.

16. On February 14, 2012, he posted more about his blog, his show and his side of the story. This tweet appears on page 23 of the attached Exhibit B.

17. Jim's Tweets point to his website, JimBellino.com. Many of his blog posts that previously appeared at JimBellino.com about RHOC are no longer accessible to the public.

18. On February 15, 2012, Jim invited viewers to read Alexis' "Bravo blog" and Jim's own blog at JimBelino.com/201202/14." This tweet appears on page 22 of the attached Exhibit B. That blog entry is no longer accessible.

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19. On February 28, 2012, Jim invited fans to view his latest blog about "#rhoc." This tweet appears on page 21 of the attached Exhibit B.

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20.On March 3, 2012, Jim tweeted an invitation for people to view his YouTube channel with a photo of him and Alexis. This tweet appears on page 21 of the attached Exhibit B. He stated "trying to build up my youtube page....including RHOC interviews with Alexis...." That YouTube page is no longer available.

21.On March 3, 2012, Jim invited fans to "like" his Facebook page for SkyZone Anaheim. This tweet appears on page 21 of the attached Exhibit B.

22.On March 3, 2012, Jim announced he was launching a new Facebook page: "let's see if I can keep up with @AlexisBellino." This tweet appears on page 21 of the attached Exhibit B.

23.On March 6, 2012, Jim posted on twitter his latest blog entry about RHOC and invited fans to comment. This tweet appears on page 20 of the attached Exhibit B.

24.On March 22, 2012, Jim excitedly announced the big ratings for RHOC. This tweet appears on page 19 of the attached Exhibit B.

25.On March 22, 2012, Jim asked his fans: "what did you guys think of that footage last week on #rhoc." This tweet appears on page 18 of the attached Exhibit B.

26.On March 22, 2012, Jim told the world how much he enjoys writing a public blog. This tweet appears on page 18 of the attached Exhibit B.

27.On April 10, 2012, Jim proudly announced "Unprecedented traffic on my blog tonight. Thanks for all you support...." This tweet appears on page 15 of the attached Exhibit B. He said: "Hopping on my blog to answer your comments now. Join me at JimBellino.com/Balanced-Marriage.." That blog entry about his marriage is no longer publicly available.

28.On April 12, 2012, Jim proudly re-tweeted a fan's blog discussing Jim's blog. This tweet appears on page 14 of the attached Exhibit B.

29.On April 17, 2012, Jim tweeted about a local church inviting the public to check it out. This tweet appears on page 13 of the attached Exhibit B.

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SPECIAL MOTION TO STRIKE



- On April 17, 2012, Jim blogged publicly about his wife and RHOC. This 30. 1 2 tweet appears on page 12 of the attached Exhibit B. On May 8, 2012, Jim tweeted about Alexis being a stay at home mom 3 31. 4 and invited people to comment on his blog. This tweet appears on page 7 of the 5 attached Exhibit B. That blog entry is no longer available. That same day he participated in a "live blog" to answer his fans questions. 6 7 32. On June 19, 2012, Jim tweeted a photo of Alexis and tweeted about 8 "date night" with her. This tweet appears on page 6 of the attached Exhibit B. 9 33. On June 26, 2012, Jim excitedly tweeted that all of the visitors to his 10 blog crashed his website. This tweet appears on page 5 of the attached Exhibit B. 34. On July 8, 2018, Jim posted on his website about his divorce from 11 12 Alexis. This tweet appears on pages 3-4 of the attached Exhibit B. 609 Deep Valley Drive, Suite 200 Rolling Hills Estates, CA 90274 13 35. On February 22, 2019, Jim posted an update on twitter using the 14 hashtags #RHOC and #realityty. This tweet appears on pages 2-3 of the attached 15 Exhibit B. These hashtags were used to drive RHOC fans to his social media post. 16 36. On February 15, 2019, Jim provided fans an update on his divorce. This 17 tweet appears on page 3 of the attached Exhibit B. 18 37. On March 1, 2019, Jim posted on Instagram: 19 "Read my blog: I'm breaking my silence. I'm taking my power back. It 20 takes strength & courage to fight back. The negative impact is powerful—but I've learned my anger can serve a purpose—it can 21 propel me further when I allow myself to be guided by my faith. Go to 22 jimbellino.com. Link in bio.... #rhoc #realhousewivesoforangecounty #bravo #bravotv #jimbellino 23 #alexisbellino #housewives #realitytv #tamrabarney #tamrajudge #shannonbeador #heathermacdonald #truth #bully #stopbullying" 24 A true and correct copy of that March 1, 2019 Instagram post is attached hereto and 25
 - incorporated herein as Exhibit "I." Similar posts were made on Jim's Facebook and 26
 - Twitter accounts. Jim used #RHOC and #AlexisBellino hashtags to drive fans of
 - RHOC and Alexis to his social media accounts.

SPECIAL MOTION TO STRIKE

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1	38. I have conducted a litigation search on Jim as part of my
2	representation of McDonald. That research has revealed the following:
3	a. On April 24, 2009, Jim was sued for fraud and other torts in the matter
4	of Tejpaul v. Bellino, OCSC Case No. 30-2009-00122145. A true and
5	correct copy of the complaint in that matter is attached hereto and
6	incorporated herein as Exhibit "J."
7	b. On July 10, 2018, Jim and JMC were sued for breach of contract in
8	Hughes v. Bellino, OCSC Case No. 30-2018-01004528. A true and
9	correct copy of the complaint filed in that matter is attached hereto and
10	incorporated herein as Exhibit "K."
11	39. I am aware that Jim and JMC also sued two other people, Tamara
12	Judge and Shannon Beador in a related case, Case No. 30-2018-1008497. On
13	January 7, 2019, the Court issued a minute order on anti-SLAPP motions in that
14	matter. A true and correct copy of the Court's January 7, 2019 minute order is
15	attached hereto and incorporated herein as Exhibit "L."
16	40. This case and the related case against Judge and Beador have
17	generated substantial attention from the press. As a demonstration of the public
18	interest in Jim, Alexis and the cases, a sampling of articles about the two cases is
19	attached hereto and incorporated herein as Exhibit "M."
20	41. In the related case, attorney Nora Salem filed a declaration in support
21	of an anti-SLAPP motion. A true and correct copy of Nora Salem's September 10,
22	2018 declaration is attached hereto and incorporated herein as Exhibit "N."
23	42. In the related case, attorney Katie Beaudin filed a declaration in
24	support of an anti-SLAPP motion. A true and correct copy of Nora Salem's
25	September 10, 2018 declaration is attached hereto and incorporated herein as
26	Exhibit "O."
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	SPECIAL MOTION TO STRIKE

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1	43. On March 1, 2019, Jim posted a statement on his blog at
2	www.JimBellino.com. A true and correct copy of the March 1, 2019 blog post is
3	attached hereto and incorporated herein as Exhibit "P." In that post, Jim states:
4	The purpose of this blog post is to state the facts
5	regarding this case and to bring everyone up to speed on what has transpired since.
6	
7	it is also my hope that you, as the reader of this blog, now
8	have a better understanding of my position and the reason I felt it was
9	necessary to bring legal action against Tamra Barney
0	Judge and Shannon Beador.
1	I declare under penalty of perjury under the laws of the state of California
12	that the foregoing is true and correct.
13	Executed this 23 rd day of October 2019, at Rolling Hills Estates, California.
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Exhibit A

Exhibit A

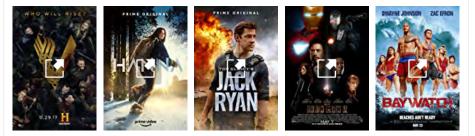
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nown For	Get a look at the action from the star- studded panels and check out the incredible cosplay from this year's fest.
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Where the Stars of 'Rocky' Are Now It's Finally Clear Why Hollywood Dumped Seann William Scott





Big Changes For 'Hawkeye' May Happen After Renner Allegations Why Billy Hargrove from 'Stranger Things' Looks So Familiar

Watch on TV

The Real Housewives of Orange County Big O's and Broken Toes (S14, Ep10) Tue, Oct 22 7:00 PM PDT on BRAVO (086)

The Real Housewives of Orange County Big O's and Broken Toes (S14, Ep10) Tue, Oct 22 8:00 PM PDT on BRAVO (086)

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How Much Have You Seen?

How much of Jim Bellino's work have you seen?

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Exhibit A - Page 2

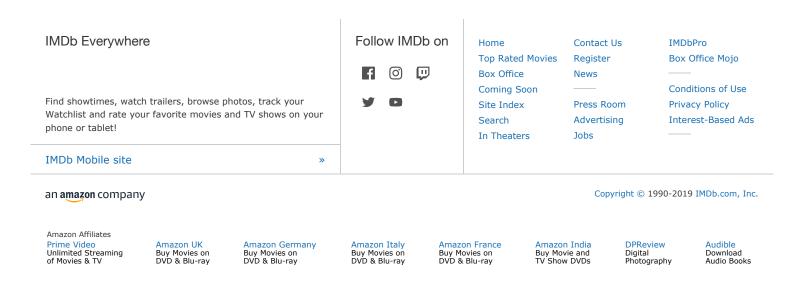
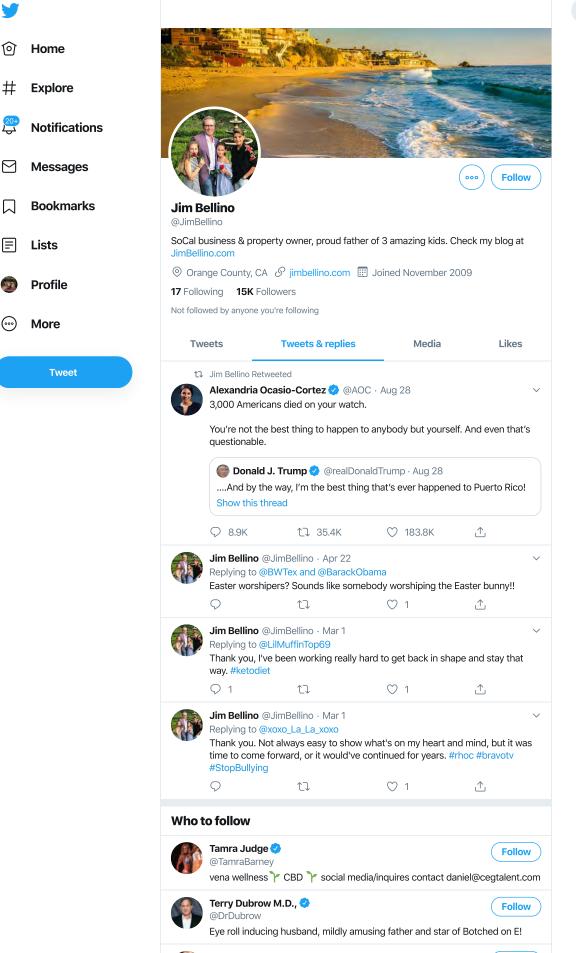
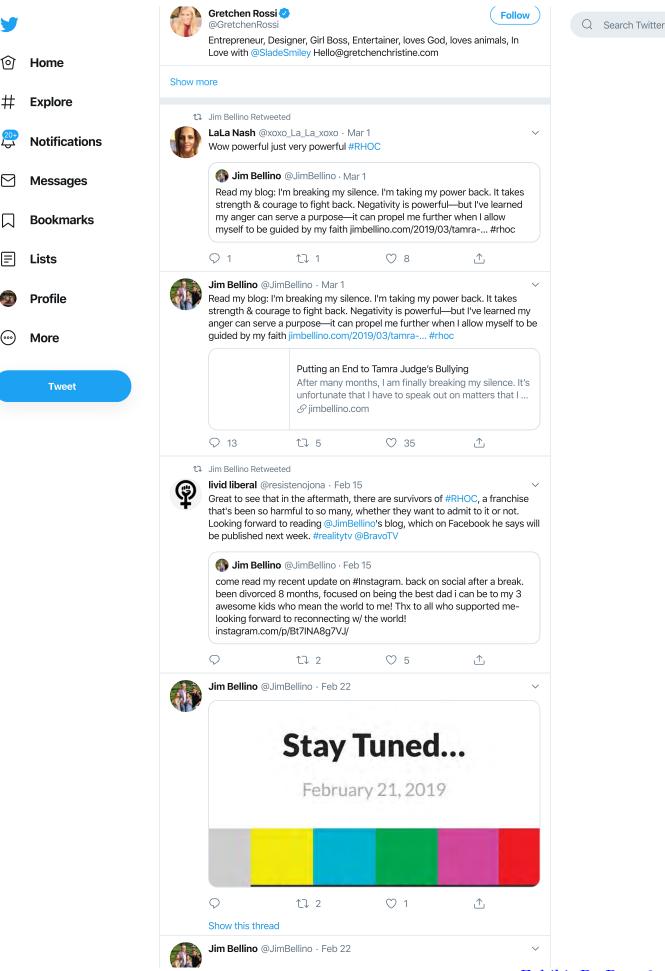


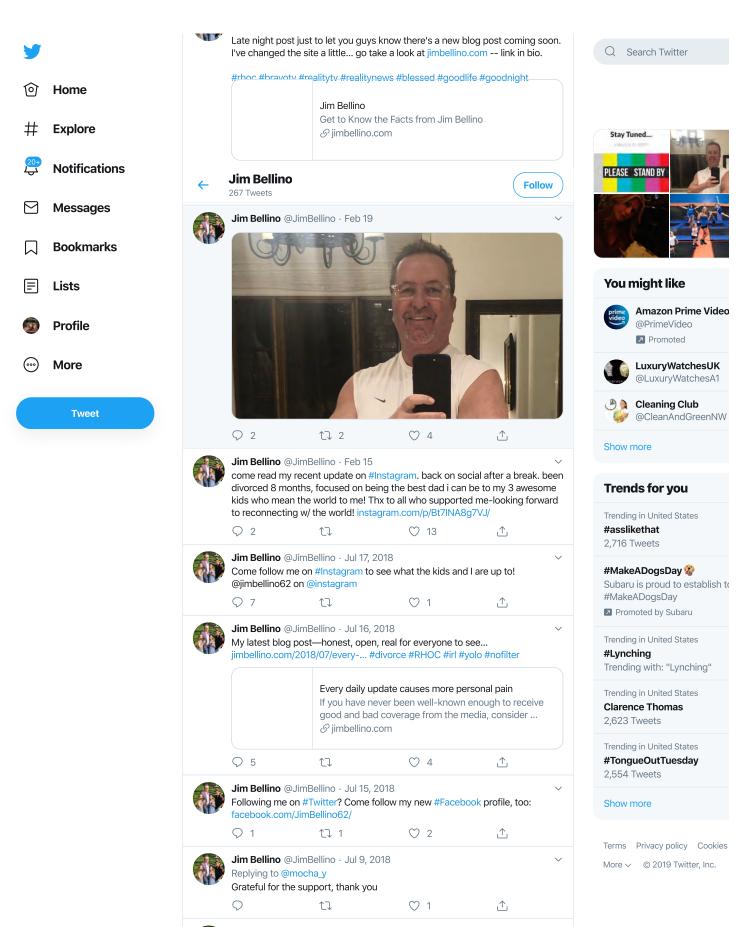
Exhibit B

Exhibit B

Q Search Twitter





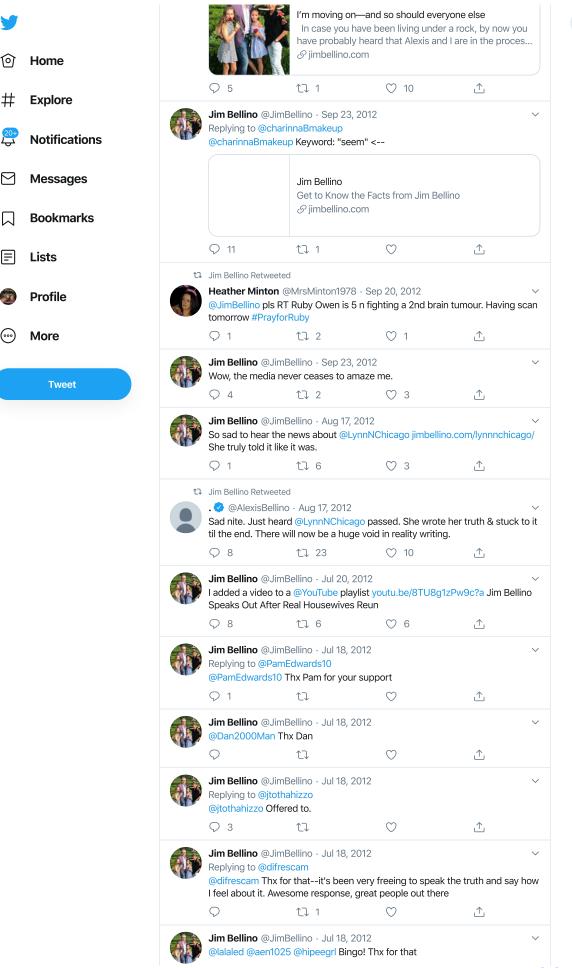


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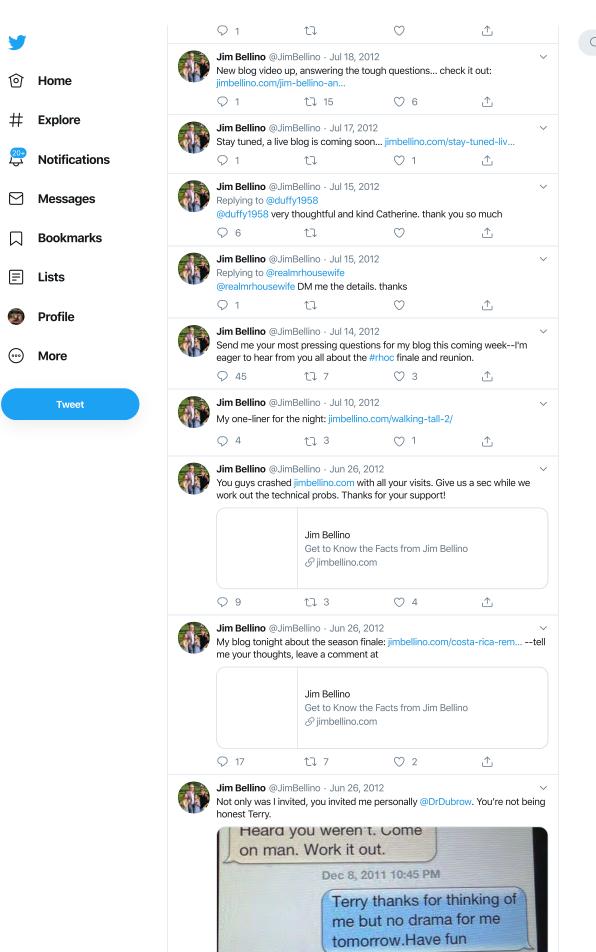
Jim Bellino @JimBellino · Jul 8, 2018

I am going to take the high road and not take cheap shots. I am moving on and so should everyone else. jimbellino.com/2018/07/im-mov... #MovingOn #divorce #freshstart #brightfuture #NewLife

Exhibit B - Page 3

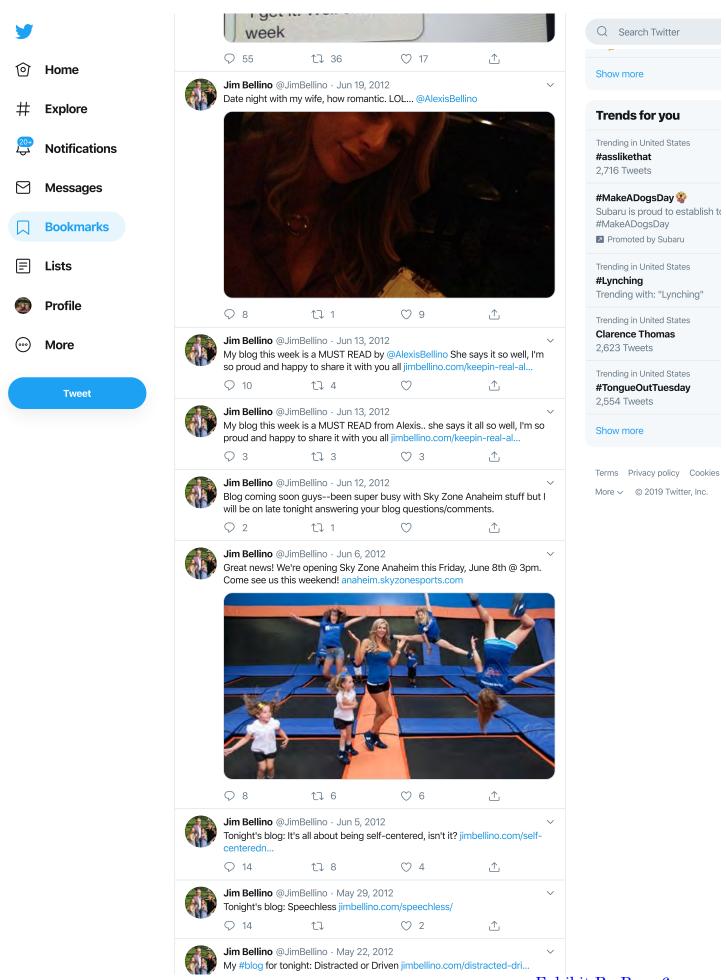


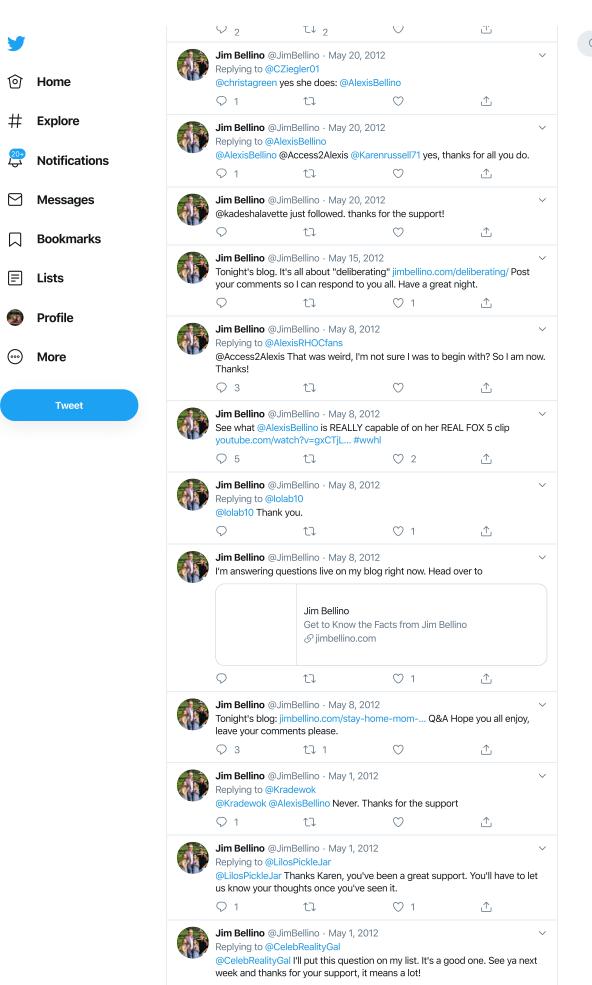
Q Search Twitter



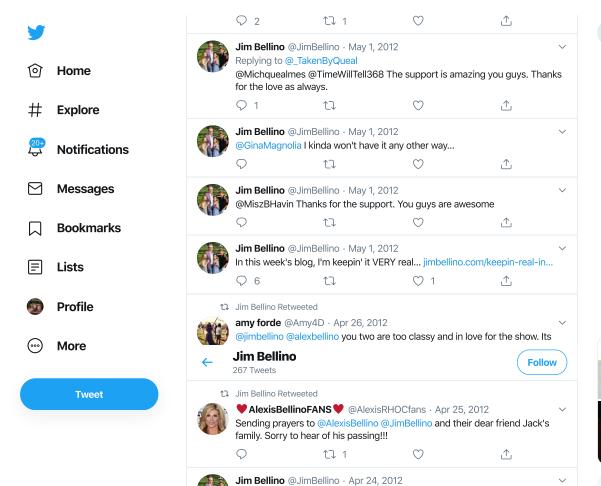
I get it. Well chat next

Exhibit B - Page 5





Q Search Twitter



Replying to @LadyBreland

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Thanks!

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support.

@LadyBreland Stay in touch Jessica. Thanks for your support

@SabinaMack Thanks Sabina. Overwhelming support tonight

@mjbenjamin21 Hey thank you Monica, great support tonight.

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@chezza83 Not sure but if I find out before you in the UK I will post it here.

@TimeWillTell368 @AlexisBellino You'd have to see the show from tonight, but

Get to Know the Facts from Jim Bellino

@Ginny_Blanco Too good of a point to not be RTed. So I did. Thanks for your

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please read the blog too: jimbellino.com Thanks so much

S jimbellino.com

Jim Bellino

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Jim Bellino @JimBellino · Apr 24, 2012

Replying to @Ginny_Blanco

Jim Bellino @JimBellino · Apr 24, 2012 Replying to @MrzThomas303

Jim Bellino @JimBellino · Apr 24, 2012

Jim Bellino @JimBellino · Apr 24, 2012

Jim Bellino @JimBellino · Apr 24, 2012

Replying to @chezza83





Trending in United States #Lynching Trending with: "Lynching"

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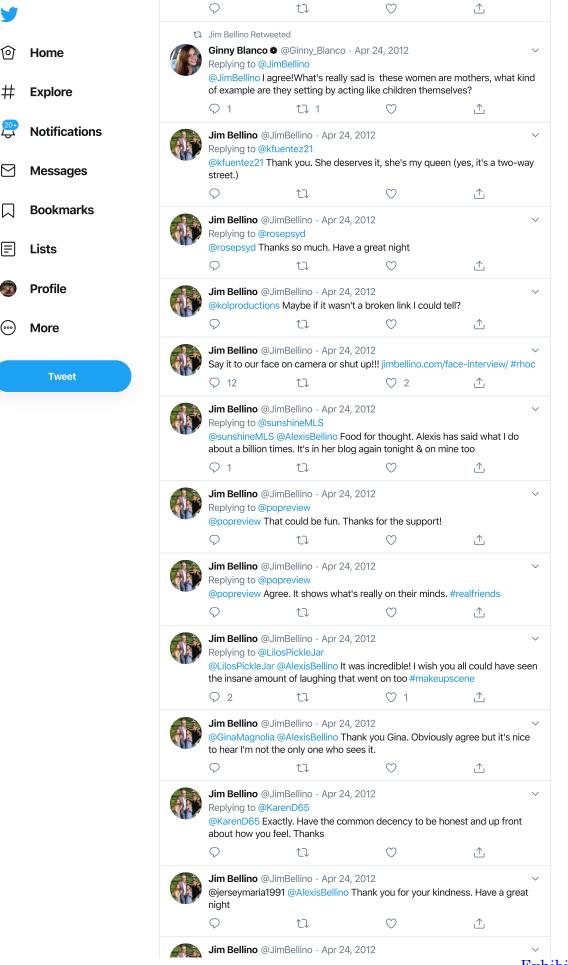
Trending in United States #asslikethat 2.808 Tweets

Trending in United States **Clarence Thomas** 3,178 Tweets

Trending in United States
#TongueOutTuesday

Q Search Twitter



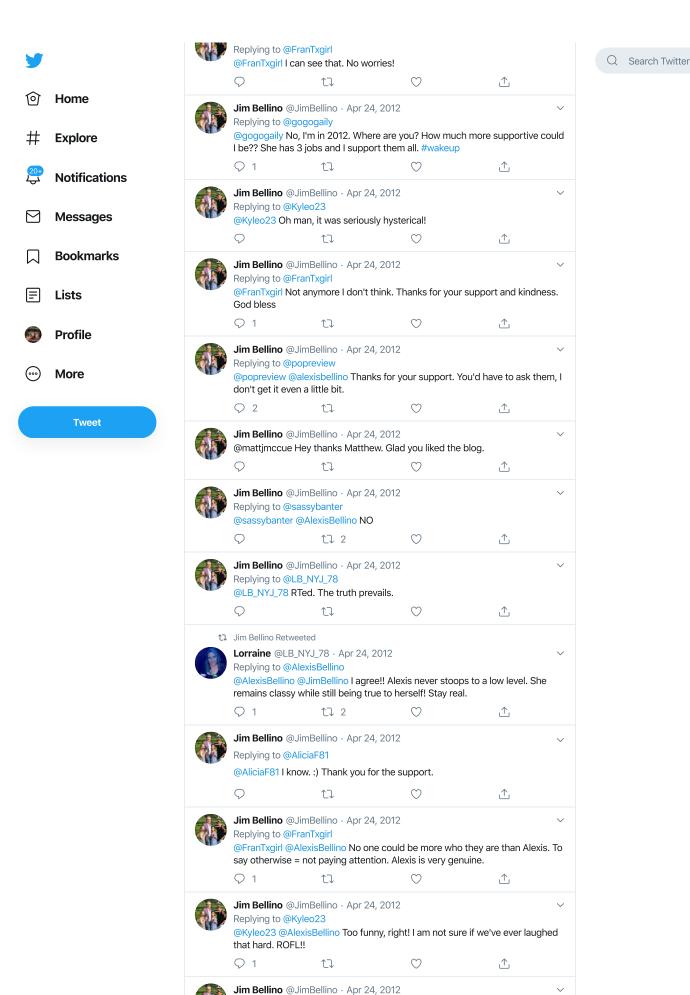


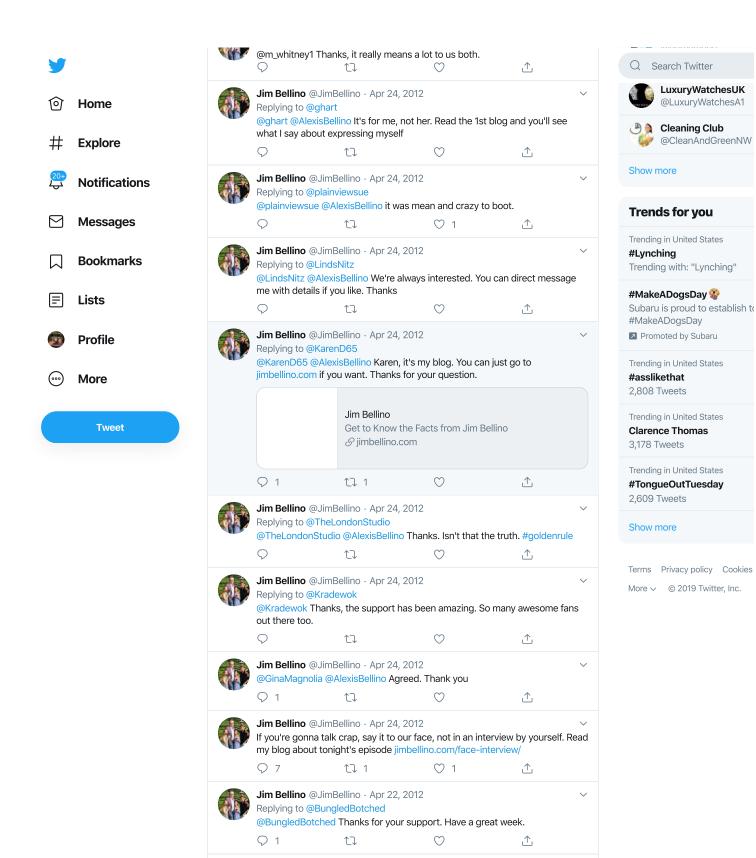
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Jim Bellino @JimBellino · Apr 22, 2012

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Jim Bellino @JimBellino · Apr 22, 2012

@Kradewok Pretty low key, had a date night. Fun. Winding down the kids now

@GinaMagnolia @AlexisBellino We did, thanks. Hope you had a great

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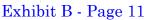
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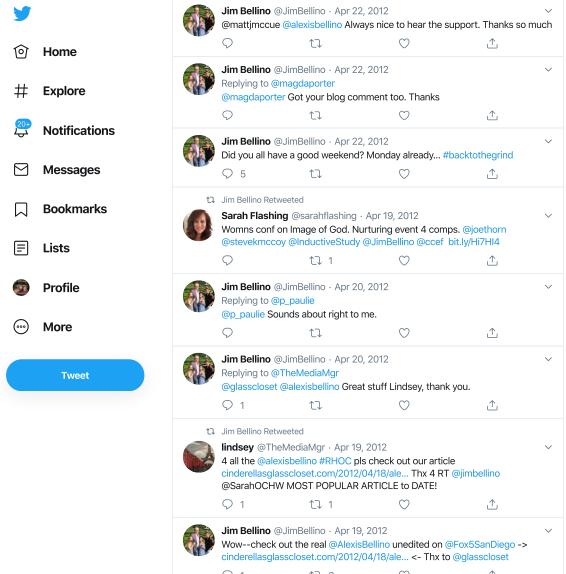
Replying to @Kradewok

for the week.

weekend. \bigcirc

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Jim Bellino @JimBellino · Apr 18, 2012 Replying to @wwjzd1 RT @wwjzd1 "@AlexisBellino is the prettiest housewife." That's a fact! \bigcirc 仚 \bigcirc 17 2

Jim Bellino @JimBellino · Apr 17, 2012 \sim Replying to @MrzThomas303 @TimeWillTell368 @AlexisBellino Thank you. Awesome show of support, God bless

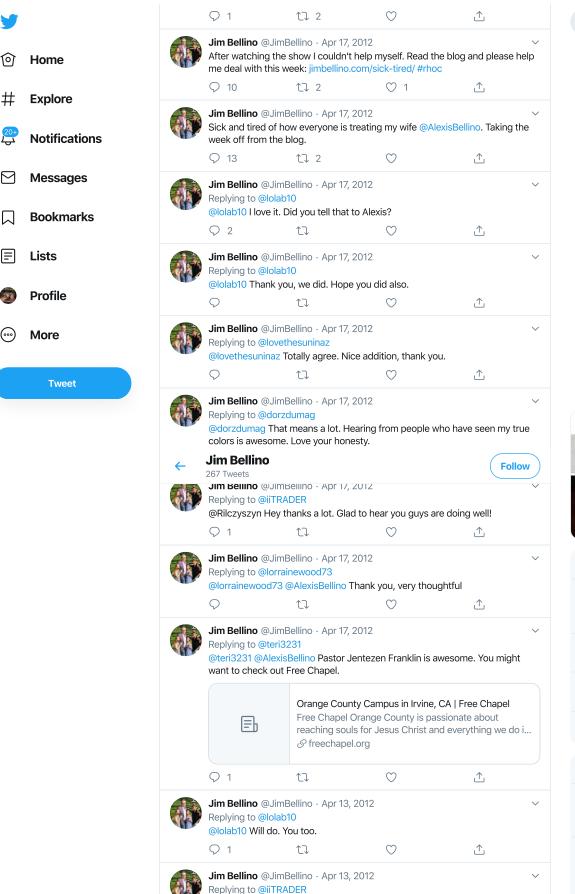


@LilosPickleJar @AlexisBellino Thank you. The support means a lot. \mathcal{O} 1 1J $\bigcirc 1$ ⚠

11 Jim Bellino Retweeted Lilo @LilosPickleJar · Apr 17, 2012 Replying to @JimBellino

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Q Search Twitter



@Rilczyszyn @Grand Ha! Well, here we are! How have you been?

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Jim Bellino @JimBellino · Apr 13, 2012

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You might like



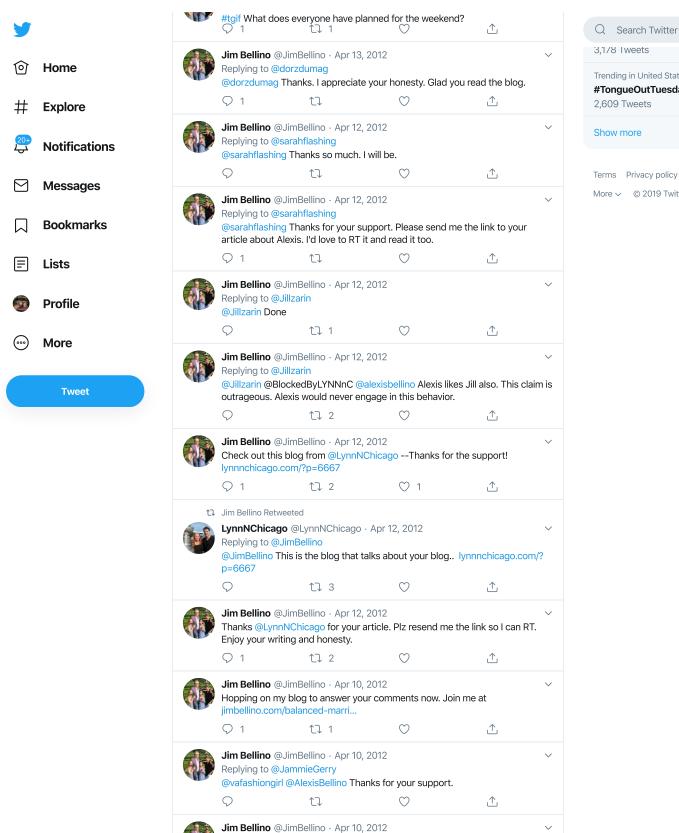
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#MakeADogsDay & Subaru is proud to establish to #MakeADogsDay Promoted by Subaru

Trending in United States #asslikethat 2,808 Tweets

Exhibit B - Page 13



Trending in United States #TongueOutTuesday 2,609 Tweets Show more Privacy policy Cookies

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Jim Bellino @JimBellino · Apr 10, 2012

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Replying to @Moiandl

@Moiandl @MelissaTruett Great to hear it. Thanks so much guys.

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Jim Bellino @JimBellino · Apr 10, 2012 @BravosRHOM ah, got it. thanks

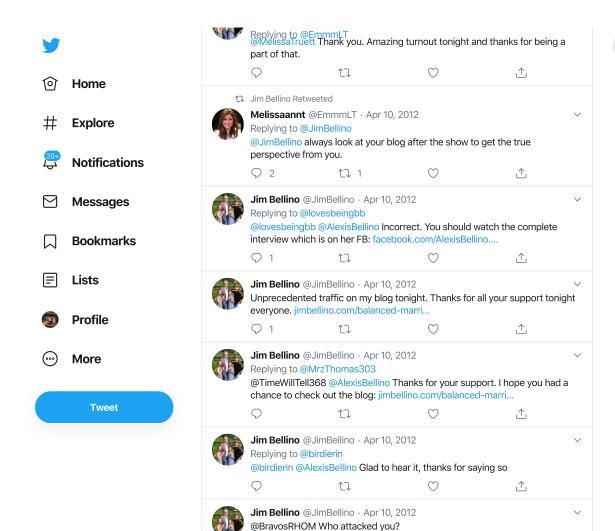
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Exhibit B - Page 14



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know what you think Lynn and thanks as always

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My newest blog is up: jimbellino.com/balanced-marri...

@housewifehater I see. Enjoy the blogs. My next one is coming soon.

Jim Bellino @JimBellino · Apr 10, 2012

Jim Bellino @JimBellino · Apr 10, 2012

Jim Bellino @JimBellino · Apr 10, 2012 Replying to @SooperTROLLAssB

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@LynnNChicago Check out my latest: jimbellino.com/balanced-marri... Let me

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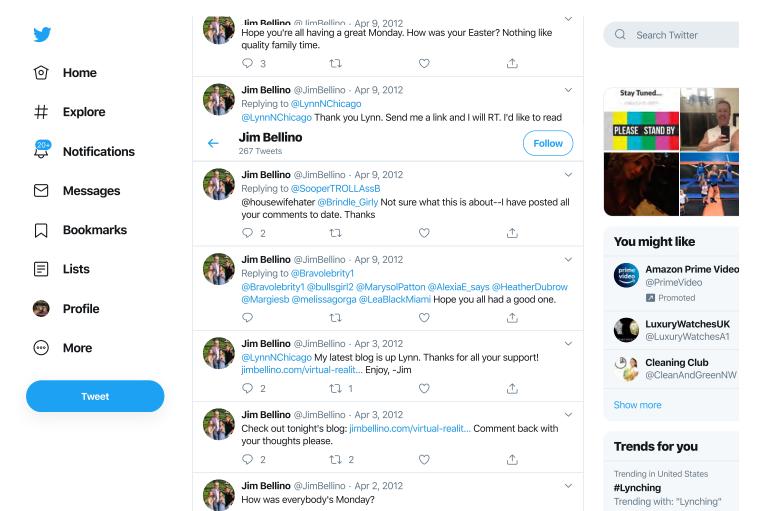
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Q Search Twitter





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@KellyLeeGibson Thanks. Never hurts to hear that!

Jim Bellino @JimBellino · Mar 27, 2012

Jim Bellino @JimBellino · Mar 27, 2012

jimbellino.com/real-friend/ #friendship

Jim Bellino @JimBellino · Mar 26, 2012

Anaheim Ground Breaking

@JulieQ2Kids @alexisbellino Thanks, it's always nice to hear

Jim Bellino @JimBellino · Apr 2, 2012

Replying to @JulieQ2Kids

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Tonight is a *#rhoc* rerun. Check out my latest blog and leave a comment:

I added a video to a @YouTube playlist youtu.be/neb4agIVA0E?a Sky Zone

Sky Zone Anaheim Ground Breaking

S youtube.com

Construction is underway. Here is the progress from our

first week. We hope to post videos each week showin...

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#MakeADogsDay 🍪 Subaru is proud to establish to #MakeADogsDay

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Trending in United States

#asslikethat 2,808 Tweets

Trending in United States Clarence Thomas 3,178 Tweets

Trending in United States **#TongueOutTuesday** 2,609 Tweets

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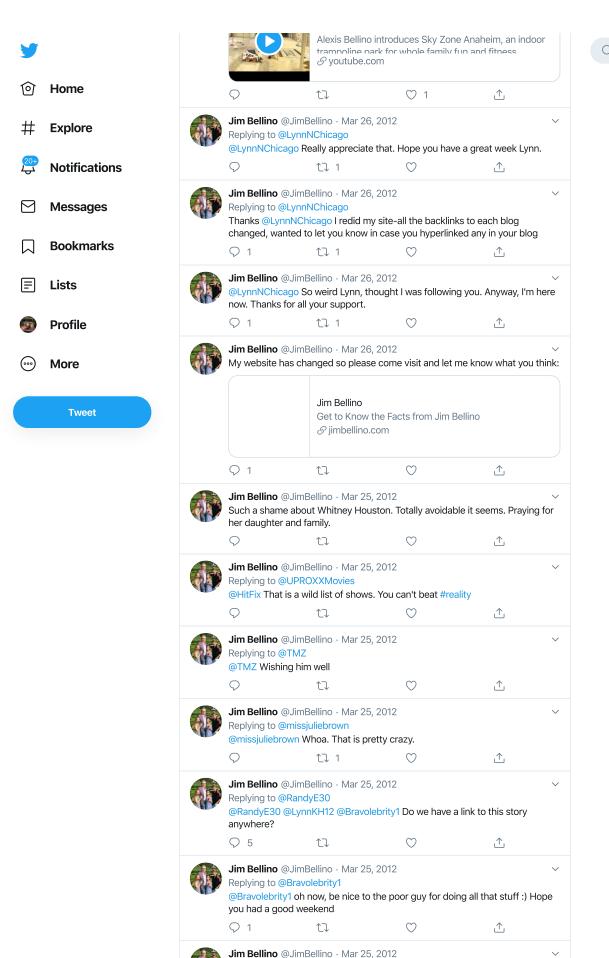
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Jim Bellino @JimBellino · Mar 26, 2012 I added a video to a @YouTube playlist youtu.be/Yndpgz704fo?a Alexis Bellino Introduces Sky Zone Anaheim



Alexis Bellino Introduces Sky Zone Anaheim

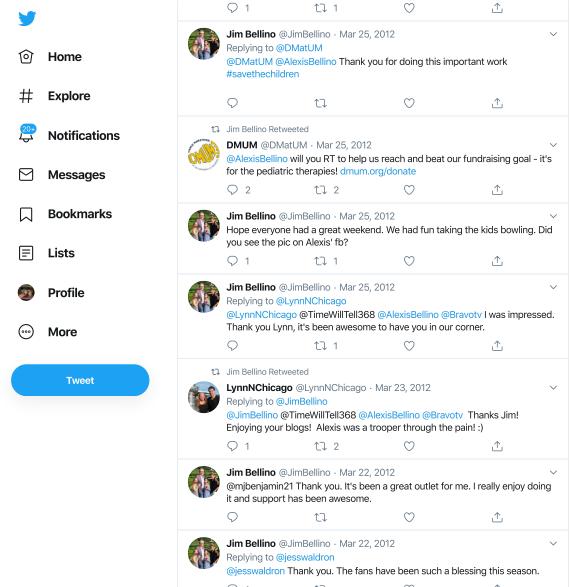
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Replying to @ImaJustSaying

@ImaJustSaying @HorizonBCBSNJ Keep us all posted. God bless

Q Search Twitter



 \mathcal{P}_{1} 11 \bigcirc 仚 Jim Bellino @JimBellino · Mar 22, 2012 @MiszBHavin what an awesome thing to read on twitter of all places. refreshing to hear it, thank you. #truth \bigcirc 1J \bigcirc ♪ Jim Bellino @JimBellino · Mar 22, 2012 **Jim Bellino** Follow 267 Tweets What did you guys think of that footage last week on #rhoc? #whoa \mathcal{O}^{1} tι 1 \bigcirc ⚠ Jim Bellino @JimBellino · Mar 22, 2012 did not blog this week, but don't worry, nest week you'll get twice the weekly dose. #goodstuff Q_1 17 \bigcirc ⚠ Jim Bellino @JimBellino · Mar 22, 2012 Replying to @HallHallAndSaks

@MrTopStyle4U @AlexisBellino looked beautiful. great work

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Q Search Twitter



LuxuryWatchesUK @LuxuryWatchesA1

Exhibit B - Page 18



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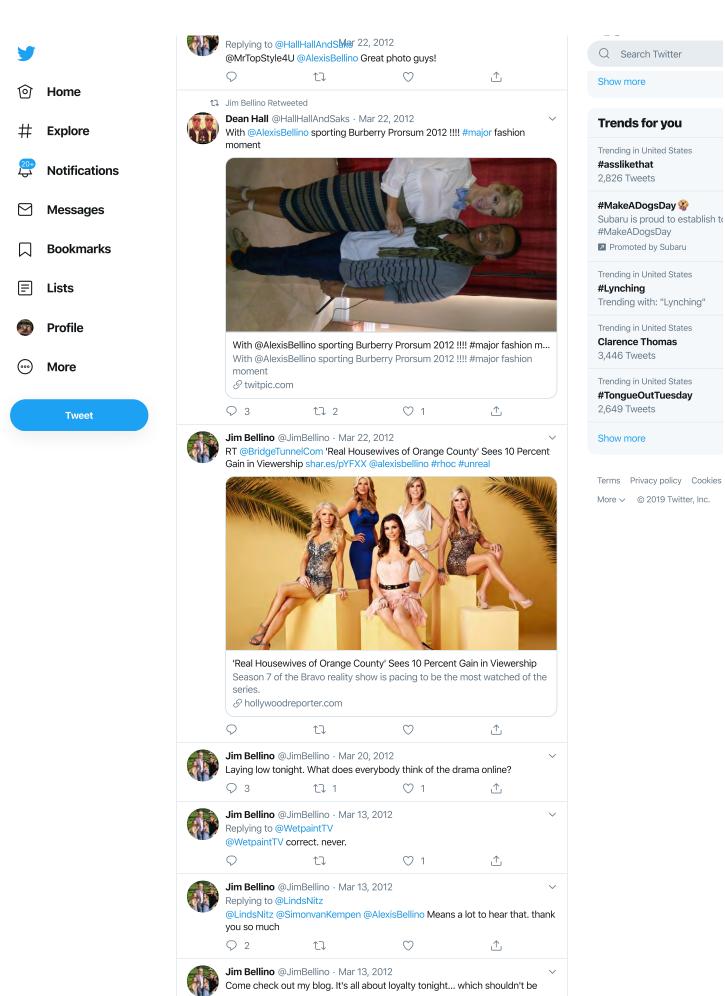


Exhibit B - Page 19

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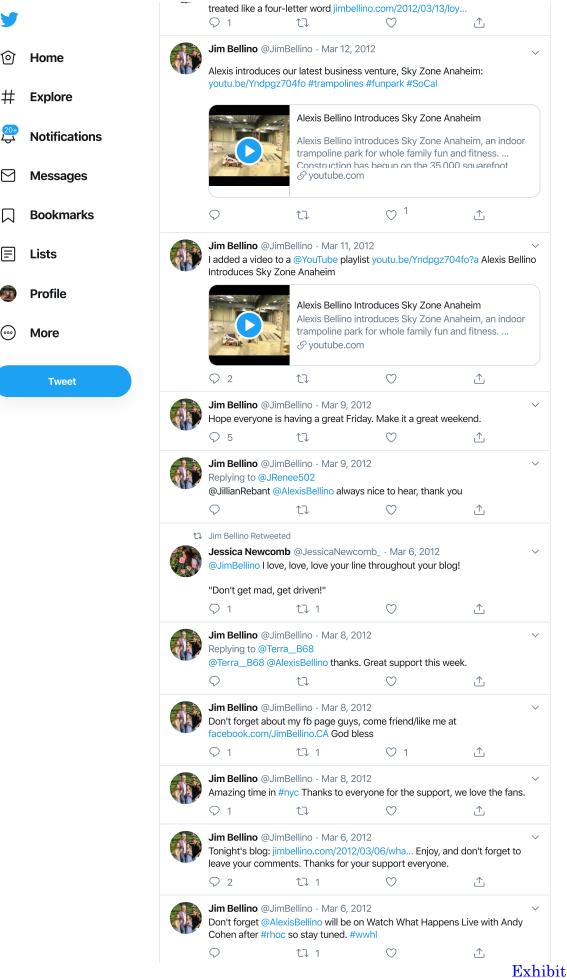
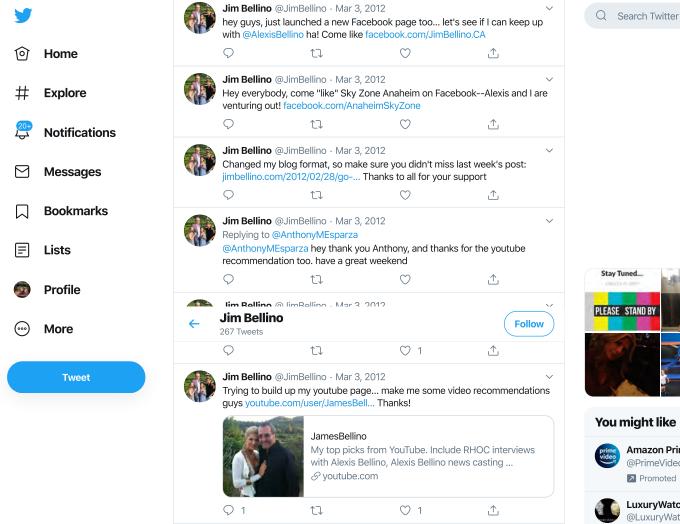


Exhibit B - Page 20

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 Amazon Prime Video

 @PrimeVideo

 @PrimeVideo

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Subaru is proud to establish to #MakeADogsDay Promoted by Subaru Trending in United States #Lynching Trending with: "Lynching"

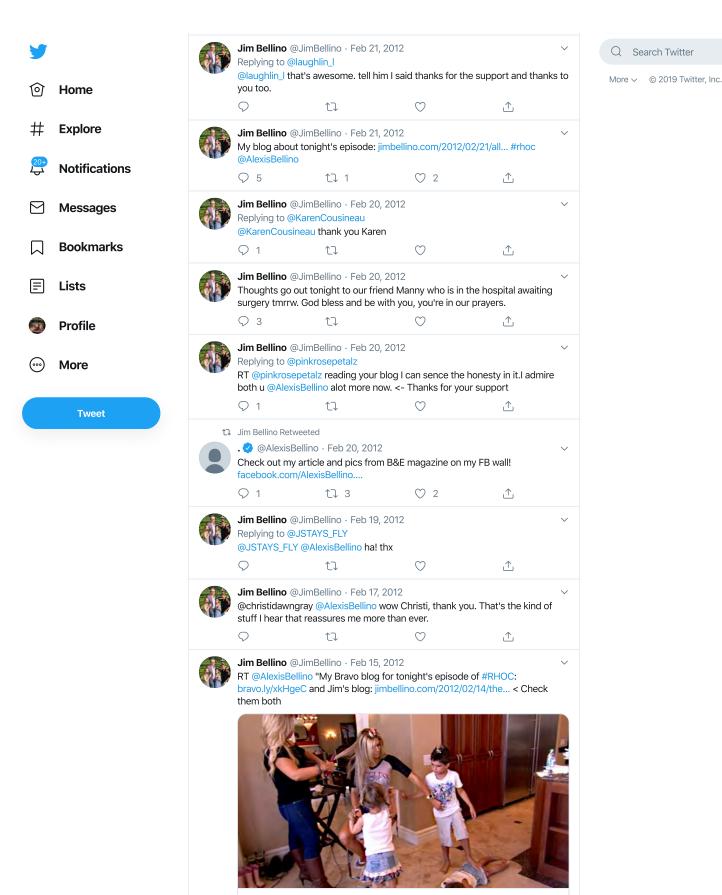
Trending in United States Clarence Thomas 3,446 Tweets

Trending in United States **#TongueOutTuesday** 2,649 Tweets

Show more

Exhibit B - Page 21

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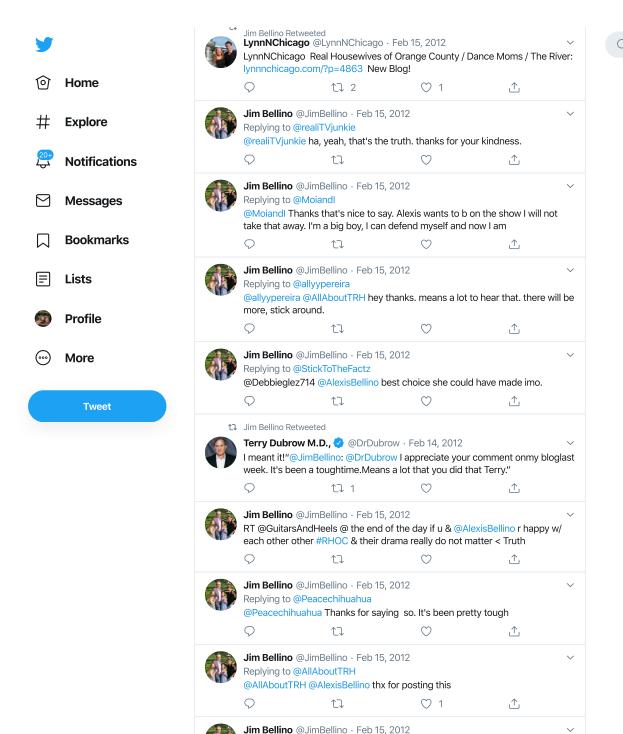
Acting Like Adults It's obvious Peggy's and my relationship will never recover from everything that has occurred. I went to Vicki's party with every intention of being ... \mathscr{S} bravotv.com

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 Q_1



Replying to @RealHousewivves @RealHousewivves thx for posting this

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MCrowne @stylegodblog · Feb 14, 2012

handled yourself on tonite's episode!!

Jim Bellino @JimBellino · Feb 14, 2012 Replying to @HeatherDubrow

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13 Jim Bellino Retweeted

a classic tweet.

Replying to @JimBellino

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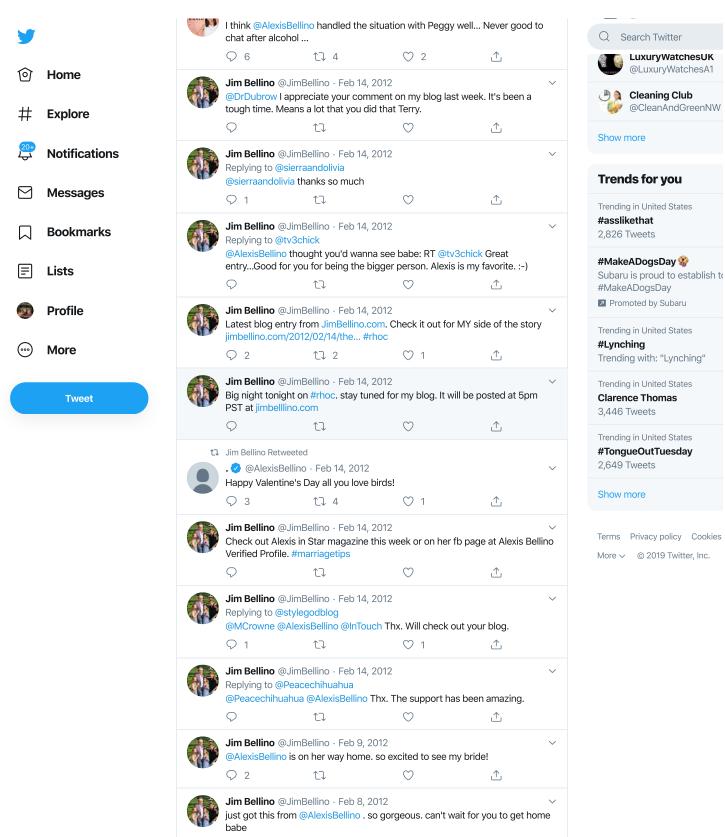
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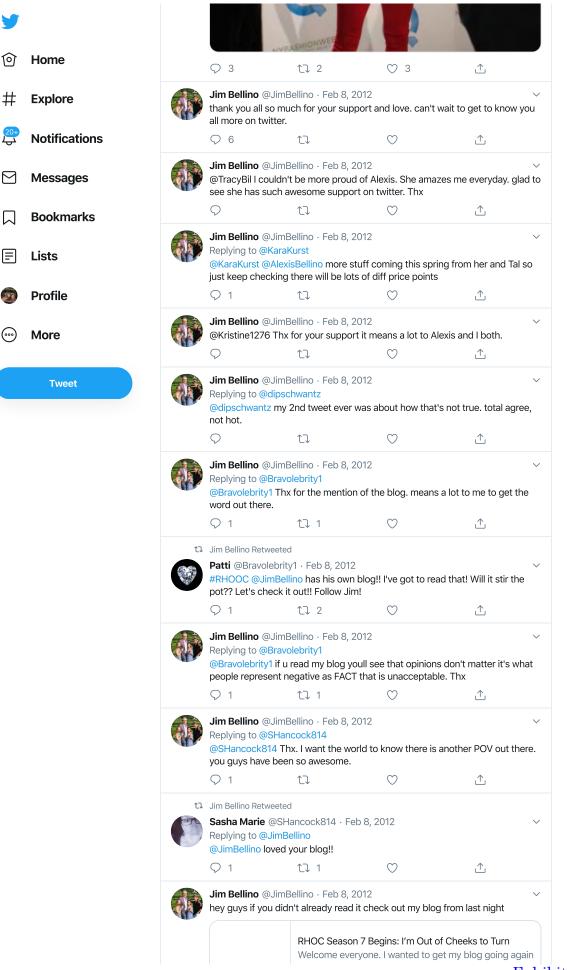
@JimBellino @AlexisBellino @InTouch Thanks guys!!! Alexis, loved how you

@HeatherDubrow Thx Heather for having @AlexisBellino 's back tonight. What





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Q Search Twitter

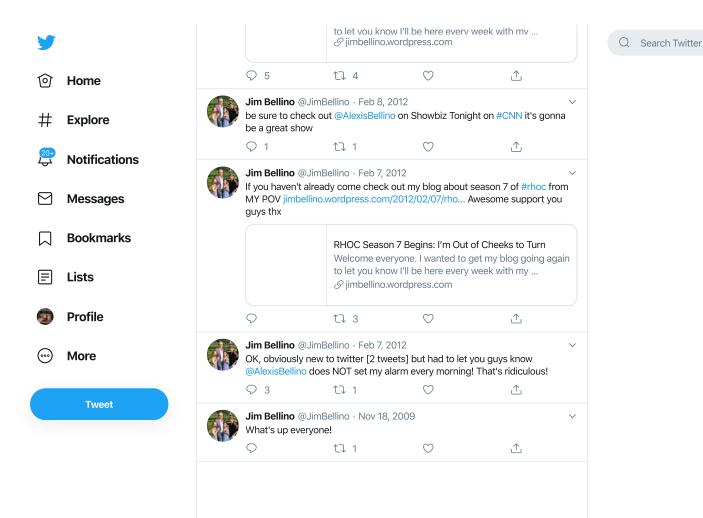


Exhibit C

Exhibit C

🔍 🔍 🥵 Jeff Home Create 🛃 🕲 🔔	w 🍂 Share 🚥	 Suggest Edits 		: 10, 1962		lino.CA (0)	mbellino.com			Jim Bellino is a California native and entrepreneur. Married to Alexis Bellino of Real Housewives of Orange	county: Fartier of three, theology major, and most recently, blogger at www.jimbellino.com	Biography Jim Bellino is a California native and entrepreneur. Jim is married to Alexis Bellino of Real Housewives of Orange County, which is currently in its seventh sea See More		
	ile Like Sh Follow	About	PAGE INFO	Mar Born on June 10, 1962	CONTACT INFO	m.me/JimBellino.CA @	http://www.jimbellino.com	MORE INFO	About	Jim Bellino is a C Married to Alexis	county. Fatner o recently, blogger	Biography Jim Bellino is a California nativ married to Alexis Bellino of Re County, which is currently in it	Gender Mala	Enhlie Einuro

Exhibit D

Exhibit D

Jim Bellino



Jim Bellino @JimBellino.CA

Home

About

Photos

Posts

Community





Exhibit D - Page 1

Exhibit E

Exhibit E

Alexis and Jim Bellino Divorce Statement

July 1, 2018

It is with heavy hearts that we (Alexis and **Jim Bellino** (http://jimbellino.net/)) inform the public of our mutual decision to end our marriage—but it's important to us that you know we made this choice together, with love, and as the best decision for our children's future.

Alexis and I hold one another in the highest regard as spouses, and especially as parents. We have agreed on 50/50 custody of the children, and we ask that you respect our privacy by not theorizing about the reasons for our divorce.

In recent days and weeks, there has been a lot of negative discussion about our marriage and why it is ending. Outside of the news of our decision to part ways, there is nothing provocative, alluring, or sordid about the dissolution of our marriage. Quite to the contrary, we strongly support each other just as we have since the beginning of our relationship.

Our marriage was a good one, but we were never perfect people or spouses—no one is, and in this respect, we were a lot like millions of other married people. And, just like millions of other married people, we simply grew apart over time—there is no ill will or bad blood between us—and maybe that's why absurd rumors about our marriage and future together began when we filed for divorce.

We ultimately want you to feel happy for us, respect our privacy during this difficult time, and pray for our mutual benefit as we weather this storm. To the fans who have supported us since the beginning, we're grateful for how you cheer us on—we ask that you continue to cheer as our lives and the lives of our children change and ultimately improve as a result of this difficult decision.

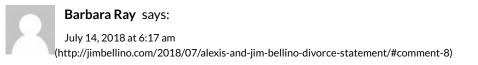
- Jim Bellino (http://jimbellino.org/)

Uncategorized (Http://Jimbellino.Com/Category/Uncategorized/)

4 Replies to "Alexis and Jim Bellino Divorce Statement"

Pingback: Moving on... - Jim Bellino (http://jimbellino.org/moving-on/)

Pingback: Jim Bellino is moving on – Jim Bellino Blog (http://jimbellino.net/jim-bellino-is-moving-on/) Pingback: Jim Bellino: Moving On – Jim Bellino | Orange County, CA (http://jimbellino.biz/jim-bellinomoving-on/)



I pray that a God gives you both the strength to endure this rough time &

peace moving into the future. God bless your family!

Leave a Reply

Your email address will not be published. Required fields are marked *



Name *

Email *

Website

Post Comment

□ Notify me of follow-up comments by email.

□ Notify me of new posts by email.

Exhibit F

Exhibit F



This channel doesn't have any content



Exhibit F - Page 1

Exhibit G

Exhibit G

σ Alexis And Jim Bellino Divorce Statement odiate tim évaluaro Instant Ring Trips -indum Search Read The Facts - Dispelling The Myths σ can't be found. About Jim Bellino

Jim Bellino



Exhibit H

Exhibit H

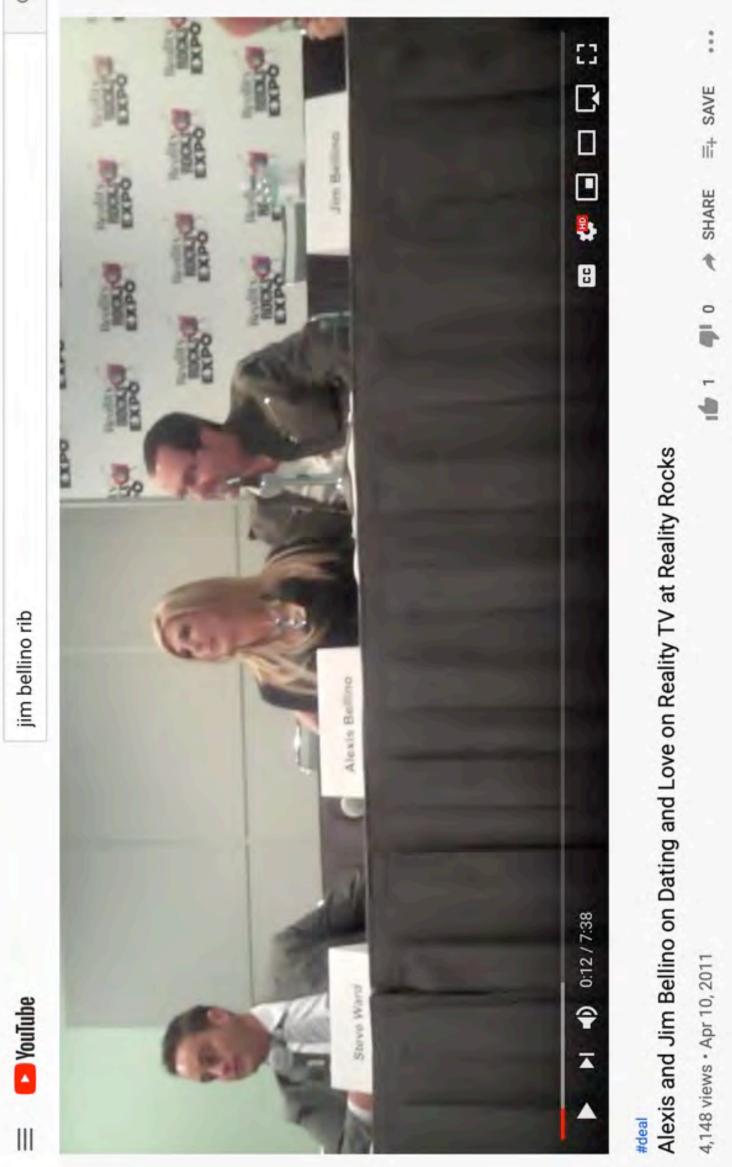


Exhibit I

Exhibit I

Putting an End to		jimbellinoexrhoc • Follow	Mo	
Tamra Judge's Bullying		jimbellinoexrhoc Read my blog: I'm	my blog: I'm	
March 1, 2019		breaking my silence. I'm taking my power back. It takes strength & courage to fight back. The negative	n taking my ength & The negative	
After many months, I am finally breaking my silence.		impact is powerful—but I've learned my anger can serve a purpose—it can propel me further when I allow myself to be guided by my faith. Go to jimbellino.com. Link in bio	t l've learned my ose—it can I allow myself n. Go to bio	2
		 #rhoc #realhousewivesoforangecounty #bravo #bravotv #jimbellino #alexisbellino #housewives #realitytv 	oforangecounty allino ives #realityty	
		#tamrabarney #tamrajudge #shannonbeador #heathermacdonald #truth #bully #stopbullying	dge hermacdonald /ing	
	Ø	ower ↓ ∪		
	129 likes MARCH 1	es		
	Add a	Add a comment	Past	
		ExI	Exhibit I - Page 1	

Exhibit J

Exhibit J

1 \$750 00 paul 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27	COUNTY OF ORANGE, CI SHASHI K. TEJPAUL, individually and as) TRUSTEE OF THE SHASHI K. TEJPAUL) TRUST Dated December 15, 2003; GAIL) DUNCAN, individually and as TRUSTEE) OF THE GAIL DUNCAN TRUST Dated) September 27, 1990; and ABDUL HAMID) RISDANA, ///////////////////////////////////	 FILED. SUPERIOR COUNTY OF CALLFORMAGE CENTRAL JUSTICE CENTER. APR 24 2009 MAIN CARLSON, Clerk of the Court WY K. FERRIN TOF CALIFORNIA ENTRAL JUSTICE CENTER 30-2009 Case No. 0 0 1 2 2 1 4 5 COMPLAINT JUDGE DANIEL J. DIDJER (MRONGFUL FORE CHESTING) (MRONGFUL FORE) (MRONGFUL F
28		
NOKES & OCHNN 410 Broadway, Suite 200 Laguna Beach, CA 92651 (949) 376-3500		- 1 – IPLAINT

Exhibit J - Page 1

1	PARTIES		
2	1. Plaintiff SHASHI K. TEJPAUL is an individual residing in the County of		
3	Orange, State of California. Plaintiff SHASHI K. TEJPAUL is the trustee of the SHASHI K.		
4	TEJPAUL Trust dated December 15, 2003.		
5	2. Plaintiff GAIL DUNCAN is an individual residing in the County of Orange,		
6	State of California. Plaintiff GAIL DUNCAN is the Trustee of the GAIL DUNCAN Trust		
7	dated September 27, 1990, as amended.		
8	3. Plaintiff ABDUL HAMID RISDANA is an individual residing in the County of		
9	Orange, State of California.		
10	4. Defendant JAMES BELLINO ("BELLINO") is an individual who resides in the		
11	County of Orange, State of California.		
12	5. Defendant CALIFORNIA EMPIRE FUNDING, INC. ("CEF") is a		
13	Corporation doing business in the County of Orange, State of California.		
14	6. Defendant MICHAEL G. YORK ("YORK") is an individual living and doing		
15	business as an attorney in the County of Orange, State of California. At all times mentioned		
16	herein, Defendant YORK represented Defendants BELLINO and CEF as their attorney and		
17	acted as trustee in connection with a Trustee's Sale as alleged herein.		
18	7. Defendant DOES 1 through 50, inclusive, are sued herein under fictitious		
19	names, their true names and capacities being unknown to Plaintiffs. Plaintiffs will amend this		
20	complaint to allege their true names and capacities when ascertained. Plaintiffs are informed		
21	and believe and thereon allege that each of the fictitiously named Defendants is responsible in		
22	some manner for the occurrences herein alleged and that Plaintiffs' damages as herein alleged		
23	were proximately caused by such defendants.		
24	8. Plaintiffs are informed and believe and thereon allege that at all times mentioned		
25	herein each of the Defendants was the agent and employee of each of the remaining		
26	Defendants; and in doing the things hereinafter alleged, was acting within the course and scope		
27	of such agency and employment.		
28			
	- 2 -		

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. . . .

COMPLAINT

I

FACTUAL ALLEGATIONS

9. Plaintiffs repeat, re-allege and incorporate by this reference paragraphs 1
through 8, inclusive, as though fully set forth herein.

As trustees of their respective living trusts, Plaintiffs TEJPAUL and DUNCAN
are the owners of a commercial property located in Laguna Beach, California which is
commonly known as 688 South Coast Highway, Laguna Beach, California 92651, and which
bears Assessor's Parcel Number 644-036-16 (hereinafter referred to as the "Property" or
"Subject Property").

9 11. On or about April 9, 2007, Plaintiffs TEJPAUL and DUNCAN, as Trustees of
10 their respective living trusts, entered into a loan transaction (the "Loan") with Defendants
11 BELLINO and CEF, whereby such Plaintiffs borrowed from such Defendants the principal
12 sum of \$2,130,000. The Loan terms require equal monthly payments in the amount of ,
13 \$24,832.26 (the "Monthly Payments") be made to Defendants BELLINO and CEF
14 commencing on June 1, 2007 (\$12,416.13 to Defendant BELLINO and \$12,416.13 to
15 Defendant CEF).

16 12. In order to secure Plaintiffs' obligations under the Loan, Plaintiffs TEJPAUL 17 and DUNCAN, as Trustees of their respective living trusts, encumbered the Subject Property 18 by executing a Deed of Trust with Assignment of Rents (the "Deed of Trust"), in favor of 19 Defendants BELLINO and CEF. A true and correct copy of said Deed of Trust is attached 20 hereto and incorporated herewith as Exhibit "A."

21 13. Plaintiffs commenced making Monthly Payments on June 1, 2007 and continued
22 to make such payments through and including the Monthly Payment due on January 1, 2009.

14. On or about July 1, 2008, Plaintiff TEJPAUL notified Defendants that Plaintiff
was having economic difficulties with various properties he owned in Michigan. One such
troubled property was encumbered by a loan which was cross collateralized and secured by a
deed of trust on the Subject Property which had senior lien priority (the "Senior Lien") to
Defendants' Deed of Trust. Plaintiff TEJPAUL notified and informed Defendants that the
holder of the Senior Lien was cooperating with Plaintiff and that they were in the process of

NOKES & OUINN 410 Broadway, Suite 200 Laguna Beach, CA 92651 (040) 375-1500

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- 3 -

negotiating a reduction in the amount by which the Senior Lien encumbered the Subject
 Property, and, in fact, Plaintiff was attempting to have the Senior Lien completely released
 from the Subject Property. At no time did the holder of the Senior Lien record any default or
 attempt to proceed against the Subject Property. At all times, the Subject Property had
 substantial equity above the liens and encumbrances against the Subject Property, and Plaintiffs
 were committed to protecting such equity.

7 On July 7, 2008, in reaction to the information received regarding the Senior 15. Lien, despite Plaintiffs' compliance with all the terms and provisions of the Loan including full 8 9 and prompt payment of each and every Monthly Payment to date, and despite Defendants' knowledge that Plaintiffs were current with regard to their financial obligations to Defendants, 10 Defendants filed a Notice of Default and Election to Sell Under Deed of Trust (the "Notice of 11 Default"). The Notice of Default alleged a single default in the amount of \$5,653.50. A true 12 and correct copy of the Notice of Default is attached hereto and incorporated herewith as 13 Exhibit "B." 14

15 16. At no time on or before the date upon which Defendants filed the Notice of
16 Default did Plaintiffs fail to meet any obligation related to the Loan or contained in the Deed of
17 Trust. Rather, Plaintiffs were at all times current on the Loan and in compliance with the
18 Deed of Trust.

Upon receipt of the Notice of Default and in accordance with its provisions, 19 17. Plaintiffs immediately delivered a formal written request to Defendant YORK, the party 20 designated by the Notice of Default, for details and evidence of the validity of the alleged 21 \$5,653.50 default. The Defendants failed and refused to respond to this inquiry and at no time 22 provided Plaintiffs with any evidence or legal justification for the Notice of Default. Rather, 23 Defendants explained to Plaintiff TEJPAUL that the filing of the Notice of Default was done 24 simply to protect the Defendants' lien position and that he should not be concerned about the 25 26 filing.

27 28 18. Defendants made such representations with full knowledge that substantial equity remained in the Subject Property, that Defendants would receive, at most, the money they

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loaned to Plaintiffs if they were unable to somehow gain title to the Subject Property, and that
 by foreclosing, Defendants could gain title to and equity in the Subject Property. Most
 significantly, Defendants made the representation that they would not foreclose, with full
 knowledge that they would in fact foreclose on Plaintiffs' Subject Property.

5 19. Defendants represented that they would not foreclose on the Subject Property in
6 order to induce forbearance on the part of Plaintiffs, forbearance from disputing or addressing
7 the wrongful foreclosure proceeding.

8 20. On or about July 26, 2008, Plaintiffs TEJPAUL and DUNCAN made their 9 regularly scheduled Monthly Payment in the aggregate amount of \$24,832.26, which they 10 believed to be the full and complete payment of all outstanding amounts then due on the Loan. 11 Defendants BELLINO and CEF accepted said payment and verbally confirmed and assured 12 Plaintiffs that said amount was sufficient to bring and/or keep the Loan current, knowing that 13 they were still going to foreclose on the Subject Property.

14 21. Plaintiffs intended and believed the July 26, 2008 payment to be full satisfaction of any and all outstanding amounts then due on the Loan, and would have adjusted said 15 16 payment by an amount shown to be past due by the Defendants in order to remain current on the Loan or would have contested the improperly alleged default. Defendants did not indicate 17 any additional amount due in response to Plaintiffs direct request or upon Plaintiffs' tender and 18 19 payment of the Monthly Payment on July 26, 2008, and, in fact, Defendants verbally stated that the Loan was current and that they would not need to proceed with the foreclosure action 20 21 identified in the Notice of Default.

22 22. After accepting the Monthly Payment on July 26, 2008 and acknowledging the 23 Loan was current and not in default, Defendants BELLINO and CEF were required to execute 24 and deliver a notice of rescission of the Notice of Default, rescinding the declaration of default 25 and advising the trustee of the date of reinstatement within twenty-one (21) days of accepting 26 the cure. The trustee must cause the notice of rescission to be recorded within thirty (30) days 27 after receipt. Defendants failed to deliver and record any such rescission in a wrongful attempt 28 to keep the default of record and in order to improperly avoid any further requirement to issue

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1 a notice of default prior to commencing another foreclosure action. 2 23. Plaintiffs continued making regularly scheduled Monthly Payments to 3 Defendants BELLINO and CEF in the aggregate amount of \$24,832.26 each, under the terms 4 of the Loan. Upon each such payment, Plaintiffs confirmed with Defendants that the Loan was 5 current and that Defendants were not proceeding with any foreclosure action against the 6 Subject Property. Plaintiffs would not have continued to make regularly scheduled Monthly Payments in the amounts so indicated if they believed such amounts were not adequate to keep 7 8 the Loan current and performing. Rather, Plaintiffs would have either cured any alleged 9 default or would have commenced an action to contest such wrongfully alleged default. On or about August 26, 2008, Defendant BELLINO for himself and on behalf of 10 24. 11 CEF directed email correspondence to Plaintiff TEJPAUL stating "HI SK[TEJPAUL], THIS E-MAIL WILL CONFIRM OUR 12 CONVERSATION ON MONDAY AUG.25TH. WE WILL NOT GO THROUGH WITH OUR FORCLOSURE [sic] 13 PROVIDED- 1. THE FIRST AND THE 2ND DO NOT FILE A NOTICE OF DEFAULT. 2. YOU STAY CURRENT ON 14 YOUR PAYMENTS [...]. 15 25. On or about August 27, 2008, Defendant CEF, through its agent John Reed, 16 responded to Defendant BELLINO'S email correspondence to Plaintiffs stating "Jim 17 18 [BELLINO], I'm O.K. with this agreement with S.K. [TEJPAUL]." In reliance upon the statements and actions of the Defendants related to the 19 26. Loan, Plaintiffs continued making regularly scheduled Monthly Payments to Defendants 20 BELLINO and CEF in the aggregate amount of \$24,832.26 each, under the terms of the Loan 21 through and including the Monthly Payment due on January 1, 2009. 22 23 27. On or about January 2, 2009, Plaintiff TEJPAUL contacted Defendants 24 BELLINO and CEF to discuss the continued difficulties Plaintiff TEJPAUL was having with 25 various properties and the difficulty with selling the Subject Property after Defendants' improper refusal to remove the recorded Notice of Default. 26 Defendants immediately entered into a series of agreements with Plaintiffs, 27 28. making promises of payments to Plaintiffs that Defendants knew they would not perform, to 28 - 6 -410 Broadway, Suite 200 Laguna Beach, CA 92651 (949) 376-3500 COMPLAINT

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induce Plaintiffs into taking no action with respect to the Subject Property and the pending 1 foreclosure. Accordingly, Plaintiffs TEJPAUL and DUNCAN and Defendants BELLINO and 2 CEF, agreed upon a workout of the Loan (the "Workout"), whereby said Plaintiffs would 3 4 cease making payments on the Loan, and, in lieu of foreclosure based upon such failure, said Defendants would accept ownership and control of the Subject Property in full satisfaction of 5 all obligations under the Loan and the Deed of Trust. Acknowledging the substantial equity 6 7 existing in the Subject Property, Defendants agreed to make certain payments to Plaintiffs as 8 set forth below.

Defendants' sole intention of entering into the Workout was to secure the equity 9 29. in the Subject Property for themselves. Defendants understood that the Subject Property was 10 worth substantially more than the outstanding loans secured thereby. Defendants were aware 11 that if they simply moved forward with a foreclosure action, Plaintiffs would take action to 12 protect their ownership and equity. To succeed in getting the equity, Defendants needed to 13 ensure Plaintiffs' cooperation in turning over the Subject Property. If the Plaintiffs were able 14 to quickly sell the Subject Property to a third party, the Defendants would only be entitled to 15 the outstanding balance of their Loan; all the remaining equity would go to the Plaintiffs. 16 Therefore, Defendants entered into the Workout and the agreements that follow to ensure 17 Plaintiffs wouldn't sell the Subject Property to simply payoff the Loan, file for bankruptcy 18 protection to secure the equity, fight a foreclosure action or otherwise disturb Defendants' 19 20 actions in taking the Subject Property.

On January 30, 2009, Plaintiffs TEJPAUL and DUNCAN and Defendants 21 30. BELLINO and CEF entered into an agreement (the "January Agreement") which evidenced 22 the terms of the Workout and provided that Plaintiffs would relinquish ownership, possession 23 and control of the Subject Property to Defendants and transfer title to tangible and intangible 24 assets located within the Subject Property or associated with the business located at the Subject 25 Property in exchange for (a) payment of \$25,000 to Plaintiff RISDANA, (b) monthly payments 26 of \$1,000 to Plaintiffs TEJPAUL and DUNCAN for a period of eighteen months or until 27 Defendants BELLINO and CEF sold the Subject Property, whichever occurred first, and (c) 28

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payment of \$275,000 to Plaintiffs TEJPAUL and DUNCAN due eighteen months after the
 close of the transaction contemplated by the January Agreement or upon the date Defendants
 BELLINO and CEF sold the Subject Property, whichever occurred first. A true and correct
 copy of the January 30, 2009 agreement is attached hereto as Exhibit "C."

5 31. Defendants entered into the January Agreement with no intention of fulfilling the
6 terms contained therein.

To ensure Plaintiffs' wouldn't sell the Subject Property to pay off the Loan, the 7 32. January Agreement specifically restricted Plaintiffs from "enter[ing] into any agreements 8 regarding the [Subject] Property or the business located on and at the [Subject] Property, 9 without [Defendants'] express written consent." The January Agreement was contingent upon 10 Defendants BELLINO and CEF securing certain acknowledgements with the senior lien 11 holders on the Subject Property, among other things. All such conditions were waived or 12 excused by the February Agreement set forth below and the actions of Defendants alleged 13 14 herein.

At the same time, on January 30, 2009, Plaintiffs TEJPAUL and DUNCAN and 15 ⁻ 33. Defendants BELLINO and CEF also entered into a Consulting Agreement (the "Consulting 16 Agreement"), which evidenced Plaintiff TEJPAUL's continued agreement to work with the 17 holder of the Senior Lien in an effort to reduce the amount of the encumbrance against the 18 Subject Property which would provide a substantial economic benefit to Defendants once they 19 sold the Subject Property. The Senior Lien was an existing encumbrance against Plaintiff 20 TEJPAUL's Michigan property (cross collateralized by the Subject Property) and the 21 Defendants were not in a position to negotiate that obligation without the assistance and active 22 involvement of Plaintiff TEJPAUL. A true and correct copy of the January 30, 2009 23 24 Consulting Agreement is attached hereto as Exhibit "D."

34. The Consulting Agreement provides that Defendants would pay to Plaintiffs
TEJPAUL and DUNCAN 10% of the net profit generated from the sale of the Subject
Property. The Consulting Agreement further provided that said Defendants would pay to
Plaintiffs TEJPAUL and DUNCAN "twenty percent (20%) of the amount by which the balance

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due on the [Senior Lien] is reduced below \$1.5 million as a result of the [Plaintiffs']
 negotiation with the holder of the [Senior Lien]." Pursuant to the Consulting Agreement,
 Defendants granted Plaintiffs TEJPAUL and DUNCAN a right of first refusal to purchase the
 Subject Property on the same terms and conditions offered by Defendants to any potential
 buyer.

6 35. Defendants entered into the Consulting Agreement with no intention of fulfilling
7 the terms contained therein.

8 36. In reliance upon the terms, provisions and promises of the Workout which were 9 evidenced by and contained in the January Agreement and the Consulting Agreement, Plaintiffs 10 TEJPAUL and DUNCAN did not make the Monthly Payment due on February 1, 2009, and 11 thereafter ceased making Monthly Payments on the Loan. In further reliance on Defendants 12 representations and ensuing agreements, Plaintiffs refrained from any further attempts to 13 market the Subject Property or dispute any actions taken by Defendants to convey title to the 14 Subject Property.

On February 4, 2009, in order to (a) fulfill the obligations in the January 15 37. Agreement, (b) close the transaction contemplated thereby, (c) evidence the transfer of 16 17 possession and control of the Subject Property, and (d) facilitate Defendants' intention to immediately sell the Subject Property, Plaintiffs TEJPAUL and DUNCAN and Defendants 18 BELLINO and CEF entered into a third agreement (the "February Agreement") whereby said 19 Plaintiffs unequivocally and irrevocably transferred and granted exclusive possession, control 20 and use of the Subject Property along with all right, title and interest in the tangible and 21 22 intangible property at the Subject Property to Defendants BELLINO and CEF. Said 23 Defendants, without precondition or prequalification, accepted such transfer by Plaintiffs, thereby waiving any and all conditions precedent set forth in the January Agreement. A true 24 and correct copy of the February 4, 2009 agreement is attached hereto as Exhibit "E." 25 Pursuant to the February Agreement, Defendants BELLINO and CEF agreed to 26 38.

27 28 38. Pursuant to the February Agreement, Defendants BELLINO and CEF agreed to "be responsible for the payments, expenses and other carrying costs for the [Subject] Property ... as if [Defendants] were the owners of the [Subject] Property." Further, Defendants agreed

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to immediately pay \$15,000 toward the \$25,000 obligation owed to Plaintiff RISDANA
 pursuant to the January Agreement. Thereafter, Defendants tendered and delivered \$15,000 to
 Plaintiff RISDANA. Plaintiffs turned over the Subject Property to Defendants and provided all
 keys, access codes, websites and other items called for in the January Agreement.

5 39. After concluding the transactions contemplated by the January Agreement, 6 Consulting Agreement and February Agreement, Defendants had everything they needed to 7 secure the equity in the Subject Property for themselves. They no longer needed Plaintiffs' 8 cooperation to realize upon their plan. Therefore, on February 11, 2009, seven days after the 9 parties entered into the February Agreement, and without any prior notice of default or any 10 demand upon Plaintiffs, Defendant YORK issued and recorded a Notice of Trustee's Sale 11 against the Subject Property based upon the alleged \$5,653.50 default contained in the invalid Notice of Default from seven months' earlier. The Notice of Trustee's Sale provided that the 12 sale would take place on March 11, 2009 at 11:00 a.m. A true and correct copy of the Notice 13 14 of Trustee's Sale is attached hereto as Exhibit "F."

15 At no time after entering into the January Agreement, the Consulting Agreement 40. or the February Agreement did Defendants make any request or demand for any additional 16 17 instrument of conveyance related to the Subject Property. Additionally, at no time did Defendants claim that Plaintiffs were in default under any term or provision of those 18 agreements or request any performance by Plaintiffs thereunder. At all times, Plaintiffs were 19 ready, willing and able upon request to deliver any such instrument of conveyance or any other 20 evidence of the transfer of any tangible or intangible items related to the Subject Property. 21 41. When Plaintiffs inquired with Defendants regarding the filing of the Notice of 22 23 Trustee's Sale, Defendants assured Plaintiffs that the filing was merely a technical requirement to protect Defendants interest against unrelated third parties. Defendants affirmatively stated to 24 Plaintiffs that the January Agreement, the Consulting Agreement and the February Agreement 25 were in place, valid and enforceable, and that Defendants would honor the same. Defendants 26 27 made such statements knowing they were false, and that Defendants were going to pursue the 28 foreclosure and not honor any part of the January, Consulting or February Agreements.

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Defendants wanted to make certain that Plaintiffs would not contest the improper foreclosure
 action prior to its completion.

3 42. On March 11, 2009, Defendant Trustee YORK conducted the Trustee's Sale of 4 the Subject Property. The Subject Property was sold to Defendants BELLINO and CEF for 5 their full credit bid of \$2,175,000 representing the entire outstanding balance of the Loan and 6 which amount was bid by Defendants at the public auction. Defendant Trustee YORK'S 7 trustee's deed recorded the sale price as \$800,001. Said Trustee's Deed Upon Sale was 8 recorded on March 25, 2009, in the Official Records of the County of Orange and bears 9 instrument number 2009000142483 (the "Trustee's Deed"), a true and correct copy of which 10 is attached hereto marked Exhibit "G" and incorporated herewith.

11 43. In completing their plan, and immediately after the Trustee's Sale on March 11, 12 2009, Defendants disavowed their obligations in the January Agreement, Consulting 13 Agreement and February Agreement, stating that said Defendants owed Plaintiffs nothing 14 under said agreements. Further, on or about April 1, 2009, counsel for Defendants BELLINO 15 and CEF unequivocally and unconditionally repudiated the January Agreement, Consulting 16 Agreement and February Agreement when counsel for Defendants advised Plaintiffs that 17 Defendants BELLINO and CEF would not honor the January Agreement, Consulting 18 Agreement and February Agreement and would not pay any monies to Plaintiffs as previously 19 agreed.

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FIRST CAUSE OF ACTION

WRONGFUL FORECLOSURE – VIOLATION OF CIVIL CODE SECTION 2924 (AGAINST DEFENDANTS BELLINO AND CEF)

44. Plaintiffs TEJPAUL and DUNCAN re-allege and incorporate herein the
allegations made in paragraphs 1 though 43.

45. The Notice of Trustee's Sale was issued and recorded in violation of California law as there existed no default under the Loan or the Deed of Trust at the time of the filing of the Notice of Trustee's Sale, and there was no notice of any alleged default in existence at the time of the filing of the Notice of Trustee's sale. Therefore the Trustee's Sale is void and

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1 without effect.

46. Defendants' conduct as alleged herein was illegal, fraudulent or willfully
oppressive in connection with the sale of the Subject Property. As a direct and proximate
result of Defendants' conduct, Plaintiffs TEJPAUL and DUNCAN have been damaged in an
amount equal to the value of the Subject Property which was wrongfully foreclosed upon or an
amount to be proven at trial.

47. In foreclosing upon property without legal justification and with knowledge of
said wrongful foreclosure, Defendants BELLINO and CEF are guilty of fraud, oppression and
malice such that Plaintiffs TEJPAUL and DUNCAN are entitled to punitive damages.

SECOND CAUSE OF ACTION

DECLARATORY RELIEF

(AGAINST DEFENDANTS BELLINO AND CEF)

48. Plaintiffs TEJPAUL and DUNCAN re-allege and incorporate herein the
allegations made in paragraphs 1 though 47.

49. A dispute has arisen and a controversy exists between Plaintiffs TEJPAUL and
DUNCAN and Defendants BELLINO and CEF relating to the validity of the Trustee's Sale
and the Trustee's Deed, in that Plaintiffs claim the Trustee's Sale was unlawful and void
whereas Defendants claim it was lawful and valid to transfer the Subject Property.

19 50. Plaintiffs TEJPAUL and DUNCAN therefore seek a judicial declaration that the
20 Trustee's Sale was unlawful, wrongful and void because it was not conducted in accordance
21 with California law and was based upon illegal, fraudulent and willfully oppressive acts of
22 Defendants.

23 51. Plaintiffs TEJPAUL and DUNCAN further seek a judicial declaration that they
24 are the true legal owners of the Subject Property and that Defendants BELLINO and CEF are
25 not bona-fide purchasers and that they have no legal title to the Subject Property.

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THIRD CAUSE OF ACTION

CANCELATION OF WRITTEN INSTRUMENT (AGAINST DEFENDANTS BELLINO AND CEF)

52. Plaintiffs TEJPAUL and DUNCAN re-allege and incorporate herein the allegations made in paragraphs 1 though 51.

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53. The Trustee's Deed was executed in Orange County, California.

7 54. The Trustee's Deed is void because the Trustee's Sale as alleged herein was not
8 brought or conducted in accordance with California law.

9 55. The Trustee's Sale was based upon an invalid and improper Notice of Trustee's
10 Sale because there existed no default and no valid notice of default as required by California
11 law.

12 56. If left outstanding, the Trustee's Deed will cause serious injury to Plaintiffs in
13 that Defendants BELLINO and CEF intend to convey the Subject Property to a third party thus
14 divesting Plaintiffs TEJPAUL and DUNCAN of their interest in the Subject Property.

57. Defendants BELLINO and CEF and their attorney know that the Trustee's Sale was not performed in accordance with California law and that the sale of the Subject Property to Defendants BELLINO and CEF constitutes a wrongful foreclosure. Defendants, and each of them, are fully aware of the fact that the Notice of Trustee's Sale was invalid and not based upon an existing default and not predicated upon a valid and proper notice of default as required by California law. Thus, the subsequent Trustee's Sale was fraudulent, oppressive, unlawful and void.

58. Defendants instructed their attorney, Defendant YORK, to proceed with the
foreclosure despite the unlawful nature of said foreclosure, Defendants CEF and BELLINO
had specifically assured Plaintiffs that all payments were current and that they would not
proceed with the foreclosure upon any previously alleged default. Despite these assurances,
Defendants did proceed with the foreclosure. At the illegal Trustee's Sale, Defendants
BELLINO and CEF then purchased the Subject Property. Defendants BELLINO and CEF
therefore acted with malice, entitling Plaintiffs TEJPAUL and DUNCAN to exemplary and

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. 1	punitive damages.		
2	FOURTH CAUSE OF ACTION		
3	QUIET TITLE		
4	(AGAINST DEFENDANTS BELLINO AND CEF)		
5	59. Plaintiffs TEJPAUL and DUNCAN re-allege and incorporate herein the		
6	allegations made in paragraphs 1 though 58.		
7	60. Plaintiffs TEJPAUL and DUNCAN are the owners of a fee simple interest in the		
8	Subject Property.		
9	61. The basis of Plaintiffs' fee simple ownership of the Subject Property is based		
10	upon that certain Grant Deed recorded as document number 2004000082703 on February 3,		
11	2004 in the Official Records of the County of Orange.		
12	62. Plaintiffs possessed the above-described property within five years of the		
13	commencement of this action.		
14	63. Defendants BELLINO and CEF claim an interest adverse to Plaintiffs in the		
15	above-described property as the holder of a Trustee's Deed Upon Sale dated March 13, 2009.		
16	64. Said Trustee's Deed Upon Sale was recorded on March 25, 2009, in the Official		
17	Records of the County of Orange and bears instrument number 2009000142483, a copy of		
18	which is attached hereto marked Exhibit "G."		
19	65. Plaintiffs are seeking to quiet title against the claims of Defendants in connection		
20	with the Trustee's Deed. The claims of Defendants are without any right whatever as the		
21	Trustee's Sale was unlawful, fraudulent, invalid and void, thereby making the Trustee's Deed		
22	also void and invalid.		
23	66. Such Defendants have no right, title, estate, lien, or interest whatever in the		
24	above-described property or any part thereof except the interest conveyed to them in the Deed		
25	of Trust as alleged herein.		
26	67. Plaintiffs seek to quiet title as of March 11, 2009, the date of the Trustee's Sale.		
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FIFTH CAUSE OF ACTION TRUSTEE NEGLIGENCE (AGAINST DEFENDANT YORK)

68. Plaintiffs TEJPAUL and DUNCAN re-allege and incorporate herein the
allegations made in paragraphs 1 though 67.

6 69. As alleged herein, on July 7, 2008, Defendants though their attorney and
7 appointed trustee, Defendant YORK, caused to be filed a Notice of Default representing that
8 Plaintiffs TEJPAUL and DUNCAN were in default of the terms and provisions of the Deed of
9 Trust in the amount of \$5,653.50.

70. As alleged herein, said default did not occur and did not exist, and Plaintiffs
remained current on the Loan until the parties entered into the January Agreement, Consulting
Agreement and February Agreement set forth herein.

13 71. Defendant YORK had actual knowledge that the alleged default did not occur
14 and was not existing at the time of filing the Notice of Trustee's Sale. Defendant YORK had
15 actual knowledge that his clients, Defendants BELLINO and CEF, had accepted subsequent
16 payments and waived any possible alleged default.

17 72. Furthermore, Plaintiffs directed correspondence to Defendant YORK, inquiring
18 as to the validity and amounts due under the Notice of Default. Defendant YORK failed and
19 refused to respond to this inquiry and at no time provided Plaintiff with legal justification for
20 the Notice of Default, nor did any of the named Defendants dispute the amounts subsequently
21 paid by Plaintiffs.

73. Plaintiffs continued making monthly payments under the terms of the Deed of
Trust on or about the first of each month to Defendants BELLINO and CEF through January 1,
2009.

74. Defendant YORK, as trustee, had a duty to conduct the sale fairly, openly,
reasonably, and with due diligence. In his capacity as trustee, Defendant YORK was an agent
for both Defendants BELLINO and CEF (as beneficiaries) and Plaintiffs TEJPAUL and
DUNCAN (as trustors) under the Deed of Trust.

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75. 1 Upon Defendants BELLINO and CEF's acceptance of payments subsequent to 2 the Notice of Default and their acknowledgement that no default was outstanding, Defendant 3 YORK, as trustee, was required to execute and deliver a notice of rescission of the Notice of 4 Default rescinding the declaration of default within twenty-one (21) days of accepting the 5 payment as a cure of the alleged default. Defendant YORK was also required to cause the 6 notice of rescission to be recorded in the official records. Defendant YORK failed to record 7 said rescission and with Defendant YORK's full knowledge as their attorney and trustee under the Deed of Trust, Defendants BELLINO and CEF continued to accept Monthly Payments 8 9 from Plaintiffs.

10 On or about February 11, 2009, Defendant YORK caused to be issued a Notice 76, of Trustee's Sale which Defendant YORK knew or should have known was improper and not 11 based upon a valid, existing notice of default as required by California Law. Defendant YORK 12 knew or should have known that Defendants BELLINO and CEF were required to deliver and 13 14 record a new, valid notice of default and wait the statutory period prior to filing a Notice of Trustee's Sale. On or about March 11, 2009, Defendant YORK conducted an improper 15 Trustee's Sale of the Subject Property. The Subject Property was purportedly sold to 16 Defendants BELLINO and CEF for their full credit bid of \$2,175.000 announced by Defendant 17 YORK at the public auction. 18

19 77. Thereafter, Defendant YORK caused to be issued and recorded a Trustee's Deed
20 which purported to represent that Defendants BELLINO and CEF paid \$800,001 for the
21 Subject Property.

78. Defendant YORK knew or should have known by virtue of his role as attorney
for Defendant lenders and as Trustee under the Deed of Trust that the Notice of Default was
improper and invalid, the Notice of Trustee's Sale was improper and invalid, that the Trustee's
Sale was illegal and void and that the Trustee's Deed was erroneous, invalid and void.
Defendant YORK breached his duty to Plaintiffs TEJPAUL when he failed and refused to
record the rescission upon cure and when he proceeded to issue an unlawful Notice of
Trustee's Sale and further when he conducted the unlawful Trustee's Sale. Defendant YORK's

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• 1	unreasonable conduct caused damage to Plaintiffs TEJPAUL and DUNCAN because the	
2	Subject Property was purportedly sold at the unlawful Trustee's Sale and Plaintiffs have	
3	therefore been divested of their property.	
• 4	SIXTH CAUSE OF ACTION	
5	ACCOUNTING	
6	(AGAINST ALL DEFENDANTS)	
7	79. Plaintiffs TEJPAUL and DUNCAN re-allege and incorporate herein the	
8	allegations made in paragraphs 1 though 78.	
9	80. Plaintiffs TEJPAUL and DUNCAN executed the Deed of Trust as alleged	
10	herein, naming Defendants BELLINO and CEF as beneficiaries.	
11	81. Defendants BELLINO and CEF appointed Defendant YORK as Trustee under	
12	the Deed of Trust.	
- 13	82. As Trustee and agent of the parties to the Deed of Trust, Defendant YORK	
14	owed a duty of care to the beneficiaries under the Deed of Trust and to Plaintiffs TEJPAUL	
15	and DUNCAN. Furthermore, Defendant YORK, as trustee, and Defendants BELLINO and	
16_	CEF, as beneficiaries claiming a default, had a duty to account to Plaintiffs TEJPAUL and	
17	DUNCAN for any amount alleged to be owing under the Deed of Trust.	
18	83. As alleged herein, Defendant YORK caused to be filed a Notice of Default on	
19	July 7, 2008. Plaintiffs TEJPAUL and DUNCAN thereafter immediately requested an	
20	accounting from Defendants of alleged amounts due in order to cure the alleged default.	
21	Defendants refused to provide said accounting.	
22	84. Whatever amounts Defendants claimed were due under the obligation between	
23	Plaintiffs TEJPAUL and DUNCAN and Defendants BELLINO and CEF were known only to	
24	Defendants and cannot be ascertained without an accounting. As such, Defendant YORK, as	
25	Trustee, had a legal obligation to account for alleged amounts due.	
26	85. Defendants have failed and refused, and continue to fail and refuse, to render the	
27	accounting.	
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1	SEVENTH CAUSE OF ACTION	
2	INTENTIONAL MISREPRESENTATION	
3	(AGAINST DEFENDANTS BELLINO AND CEF)	
4	86. Plaintiffs re-allege and incorporate herein the allegations made in paragraphs 1	
5	though 85.	
6	87. Defendants BELLINO and CEF made false representations of material facts to	
7	Plaintiffs TEJPAUL and DUNCAN as follows.	
8	88. Defendants falsely claimed that Plaintiffs' Loan was in default in an amount	
9	equal to \$5,653.50 and recorded an improper Notice of Default to that effect. Defendants then	
10	improperly concealed and refused to disclose any and all information related to the alleged	
11	default.	
12	89. Thereafter, on or before July 26, 2008, Defendants represented to Plaintiffs that	
13	payment of the then current Monthly Payment in an amount equal to \$24,832.26 was the full	
14	amount outstanding and that Defendants would not pursue any foreclosure based upon the	
15	alleged \$5,653.50 default.	
16	90. On or about August 26, 2008, Defendant BELLINO for himself and on behalf of	
17	CEF directed email correspondence to Plaintiff TEJPAUL stating	
18	"HI SK[TEJPAUL], THIS E-MAIL WILL CONFIRM OUR CONVERSATION ON MONDAY AUG. 25TH. WE WILL	
19	NOT GO THROUGH WITH OUR FORCLOSURE [sic] PROVIDED- 1. THE FIRST AND THE 2ND DO NOT FILE	
20	A NOTICE OF DEFAULT. 2. YOU STAY CURRENT ON	
21	YOUR PAYMENTS []."	
22	91. On or about August 27, 2008, Defendant CEF, through its agent John Reed,	
23	responded to Defendant BELLINO'S email correspondence stating "Jim [BELLINO], I'm	
24	O.K. with this agreement with S.K. [TEJPAUL]".	
25.	92. Subsequently, in connection with each Monthly Payment by Plaintiffs,	
26	Defendants specifically assured Plaintiff TEJPAUL that the Loan was current and that the	
27	Defendants had no intention of pursuing a foreclosure based upon on any prior alleged default.	
28	93. Defendants' statements and representations were false at the time they were	
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made, and Defendants knew they were false. Defendants had the intent and desire to prosecute
a foreclosure against the Subject Property based upon the false allegation of a monetary default
shown in the Notice of Default. Defendants' false statements and representations were made
knowingly and intentionally with the intent to defraud and induce Plaintiffs to act to their
detriment.

94. Plaintiffs reasonably relied on Defendants' false statements and representations
and, as a result, did not challenge the false allegation of a monetary default or force any
accounting of the alleged amount. Rather, in reliance thereon, Plaintiffs continued making
Monthly Payments as required in the Loan documents.

95. Plaintiffs did not know the Defendants' statements and representations were false
and believed they were true.

96. Defendants BELLINO and CEF's conduct as alleged herein was illegal,
malicious, fraudulent or willfully oppressive in connection with misrepresentations about their
intention to sell the Subject Property pursuant to a foreclosure action.

97. As a direct and proximate result of Plaintiffs' justifiable reliance upon
Defendants' false statements, representations, promises and material omissions, Plaintiffs have
been damaged in an amount to be established at trial, but which Plaintiffs believe to be in
excess of \$1 million.

19 98. Based upon the acts alleged above, Defendants BELLINO and CEF are guilty of
20 fraud, oppression and malice such that Plaintiffs TEJPAUL and DUNCAN are entitled to
21 punitive damages.

EIGHTH CAUSE OF ACTION

PROMISSORY ESTOPPEL

(AGAINST DEFENDANTS BELLINO AND CEF)

99. Plaintiffs TEJPAUL and DUNCAN re-allege and incorporate herein the allegations made in paragraphs 1 though 98.

100. Subsequent to filing an improper Notice of Default alleging a \$5,653.50 default upon the Loan, Defendants represented to Plaintiffs that payment of the then current Monthly

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Payment in an amount equal to \$24,832.26 was the full amount outstanding and that 1 2 Defendants would not pursue any foreclosure based upon the alleged \$5,653.50 default. On or about August 26, 2008, Defendant BELLINO for himself and on behalf of 3 101. 4 CEF directed email correspondence to Plaintiff TEJPAUL stating "HI SK[TEJPAUL], THIS E-MAIL WILL CONFIRM OUR CONVERSATION ON MONDAY AUG.25TH. WE WILL 5 NOT GO THROUGH WITH OUR FORCLOSURE [sic] 6 PROVIDED- 1. THE FIRST AND THE 2ND DO NOT FILE 7 A NOTICE OF DEFAULT. 2. YOU STAY CURRENT ON YOUR PAYMENTS [...]." 8 9 102. On or about August 27, 2008, Defendant CEF, through its agent John Reed, responded to Defendant BELLINO'S email correspondence stating "Jim [BELLINO], I'm 10 O.K. with this agreement with S.K. [TEJPAUL] ." 11 Subsequently, in connection with each Monthly Payment by Plaintiffs, 12 103. Defendants specifically assured Plaintiff TEJPAUL that the Loan was current and that the 13 Defendants had no intention of pursuing a foreclosure based upon on any prior alleged default. 14 15 Plaintiffs reasonably relied on Defendants' statements and representations and, 104. as a result, did not challenge the false allegation of a monetary default or force any accounting 16 of the alleged amount. Rather, in reliance thereon, Plaintiffs continued making Monthly 17 Payments as required in the Loan documents. 18 The actions of Defendants in accepting regular payments under the terms of the 19 105. Loan and Deed of Trust in connection with these assurances further underscores the 20 representation by Defendants that they would not foreclose upon the Subject Property based 21 upon the alleged default. 22 In so doing, Defendants BELLINO and CEF knew or should have known that 23 106. Plaintiffs would be reasonably induced to rely on Defendants' assurances and representations. 24 25 Plaintiffs reasonably relied on each of these Defendants' assurances and 107. representations and were induced to forego any challenge regarding the false allegation of a 26 monetary default or force any accounting of the alleged amount. Rather, in reliance thereon, 27 Plaintiffs continued making Monthly Payments as required in the Loan documents. 28 - 20 -

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l 108. Defendants have not performed any part of their assurance and indeed, they 2 directed their counsel and the trustee. Defendant York, to file a Notice of Trustee's Sale based 3 upon the alleged \$5,653.50 default which was the subject of all the above referenced representations and assurances and to sell the Subject Property at the Trustee's Sale on or about 4 5 March 11, 2009. Defendants BELLINO and CEF recorded the Notice of Trustee's Sale and conducted said Trustee's Sale in direct contravention of their promises, representations and 6 7 assurances. As a proximate result of Defendant BELLINO and Defendant CEF's failure to 8 109. 9 perform according to the assurances that they made to Plaintiffs. Plaintiffs have lost the property to foreclosure and have been damaged in the sum of at least \$1 million, or an amount 10 to be proven at trial. 11 Injustice can be avoided only by enforcing Defendants' promise and assurance 12 110. completely. 13 NINTH CAUSE OF ACTION 14 BREACH OF WRITTEN CONTRACT 15 (AGAINST DEFENDANTS BELLINO AND CEF) 16 Plaintiffs re-allege and incorporate herein the allegations made in paragraphs 1 17 111. though 110. 18 On or about January 30, 2009, Plaintiffs TEJPAUL and DUNCAN and 19 112. Defendants BELLINO and CEF entered into the January Agreement and the Consulting 20 Agreement. 21 On or about February 4, 2009, Plaintiffs TEJPAUL and DUNCAN and 22 113. Defendants BELLINO and CEF entered into the February Agreement. 23 The parties specifically intended that Plaintiff RISDANA be a third party 114. 24 beneficiary under the terms of the January Agreement and the February Agreement as indicated 25 thereon. At all times mentioned herein, Plaintiff RISDANA was tenant and lessee at the 26 27 Subject Property. The January Agreement, Consulting Agreement, and February Agreement are 28 115. - 21 way, Suite 200 COMPLAINT ch. CA 92651

NOTERS & OUINA

Exhibit J - Page 21

1 || each valid and binding contracts, the terms of which are certain and enforceable.

2 116. At all times mentioned herein, Plaintiffs TEJPAUL, DUNCAN and RISDANA
3 performed as agreed pursuant to the terms of the aforesaid agreements save those obligations
4 excused by Defendants' breaches.

5 117. At all times, Plaintiffs were ready, willing and able upon request to deliver any
6 such instrument of conveyance or any other evidence of the transfer of any tangible or
7 intangible items related to the Subject Property.

8 118. With the exception of the \$15,000 payment made to Plaintiff RISDANA,
9 Defendant BELLINO and CEF made no other payments to any Plaintiff herein under the terms
10 of any of the forgoing agreements.

11 119. On or about April 1, 2009, counsel for Defendants BELLINO and CEF
12 unequivocally and unconditionally repudiated the January Agreement, Consulting Agreement
13 and February Agreement when counsel for Defendants advised that Defendants BELLINO and
14 CEF would not honor the January Agreement, Consulting Agreement and February Agreement
15 and would not pay any monies to Plaintiffs as previously agreed.

16 120. As a result of Defendants BELLINO and CEF's repudiation of each of the three
agreements, Plaintiffs have been damaged \$285,000 plus an amount equal to the consulting fees
and percentage of net profits due under the agreements and in an amount sufficient to
compensate Plaintiffs for the damages resulting from the refusal of Defendants to honor the
right of first refusal.

121. As a result of Defendants BELLINO and CEF's repudiation of the January
Agreement and February Agreement, Plaintiff RISDANA has been damaged in an amount
equal to the remaining payments due him under the terms of said agreements.

TENTH CAUSE OF ACTION

FRAUD (FALSE PROMISE)

(AGAINST DEFENDANTS BELLINO AND CEF)

122. Plaintiffs re-allege and incorporate herein the allegations made in paragraphs 1 though 121.

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COMPLAINT

123. Defendants made various promises in the January Agreement, Consulting
 Agreement and February Agreement about specific material matters without any intention of
 performing such promises, and to induce Plaintiffs' agreement to transfer title or forebear from
 taking any action to prevent Defendants from taking title to the Subject Property through an
 invalid foreclosure sale.

6 124. In order to gain title to and equity in the Subject Property, Defendants 7 intentionally made false promises to Plaintiffs and thereby induced Plaintiffs to enter into a 8 series of agreements. In accordance with the terms of the January Agreement, Plaintiffs agreed 9 to relinquish ownership, possession and control of the Subject Property to Defendants and 10 transfer title to tangible and intangible assets located within the Subject Property or associated with the business located at the Subject Property. In exchange, Defendants promised the 11 12 following: (a) payment of \$25,000 to Plaintiff RISDANA, (b) monthly payments of \$1,000 to Plaintiffs TEJPAUL and DUNCAN for a period of eighteen months or until Defendants 13 14 BELLINO and CEF sold the Subject Property, whichever occurred first, and (c) payment of \$275,000 to Plaintiffs TEJPAUL and DUNCAN due eighteen months after the close of the 15 transaction contemplated by the January Agreement or upon the date Defendants BELLINO 16 and CEF sold the Subject Property, whichever occurred first. 17

18 125. In reliance on Defendants' promises in the January Agreement, Plaintiffs agreed
19 not to "enter into any agreements regarding the [Subject] Property or the business located on
20 and at the [Subject] Property, without [Defendants'] express written consent."

Pursuant to the Consulting Agreement, Plaintiff TEJPAUL agreed to work with 21 126. the holder of the Senior Lien in an effort to reduce the amount of the encumbrance against the 22 Subject Property for the benefit of said Defendants. In exchange, Defendants agreed to pay to 23 24 Plaintiffs TEJPAUL and DUNCAN 10% of the net profit generated from the sale of the Subject Property. The Consulting Agreement further provided that said Defendants would pay 25 to Plaintiffs TEJPAUL and DUNCAN "twenty percent (20%) of the amount by which the 26 balance due on the [Senior Lien] is reduced below \$1.5 million as a result of the [Plaintiffs'] 27 28 negotiation with the holder of the [Senior Lien]." Pursuant to the Consulting Agreement,

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Defendants granted Plaintiffs TEJPAUL and DUNCAN a right of first refusal to purchase the
 Subject Property on the same terms and conditions offered by Defendants to any potential
 buyer.

4 127. In reliance on Defendants' promises in the Consulting Agreement, Plaintiff
5 TEJPAUL continued to negotiate for a reduction or removal of the Senior Lien as it relates to
6 the Subject Property.

128. Pursuant to the February Agreement, and in reliance on the other agreements,
statements and promises of Defendants, Plaintiffs unequivocally and irrevocably transferred
and granted exclusive possession, control, and use of the Subject Property along with all right,
title and interest in the tangible and intangible property at the Subject Property to Defendants
BELLINO and CEF. Defendants promised to "be responsible for the payments, expenses and
other carrying costs for the [Subject] Property ... as if [Defendants] were the owners of the
[Subject] Property."

14 129. In reliance upon the terms and provisions of the Workout, the January
15 Agreement, Consulting Agreement and February Agreement, and the promises of Defendants,
16 Plaintiffs TEJPAUL and DUNCAN did not make the Monthly Payment due on February 1,
17 2009, and thereafter ceased making Monthly Payments on the Loan.

18 130. Further, when Defendants filed the Notice of Trustee's Sale, Plaintiffs
19 specifically asked for reassurance that Defendants would honor the promises contained in the
20 January Agreement, Consulting Agreement and February Agreement. Defendants promised
21 and assured Plaintiffs that the filing was merely a technical requirement to protect Defendants
22 interest against unrelated third parties. Defendants affirmatively stated to Plaintiffs that the
23 January Agreement, the Consulting Agreement and the February Agreement were in place,
24 valid and enforceable, and that Defendants would honor the same.

131. Defendants made the above referenced promises without any intention of
performance and with the intent to defraud and induce Plaintiffs to rely upon them and not take
any action to protect Plaintiffs' interest in the Subject Property.

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132. Defendants specifically wanted Plaintiffs to rely upon the false promises so that

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COMPLAINT

1 Plaintiffs would not fight Defendants' foreclosure action against the Subject Property or retain 2 counsel to assert any rights against the Defendants prior to the improper Trustee's Sale. 3 133. At all times, Plaintiffs were unaware of Defendants' intention not to perform the 4 promises contained in the January Agreement, Consulting Agreement and February 5 Agreement. 6 134. Plaintiffs acted in justifiable reliance upon the Defendants' promises and 7 continued to cooperate with the Defendants on all accounts.

8 135. Defendants BELLINO and CEF's conduct as alleged herein was illegal, 9 malicious, fraudulent or willfully oppressive.

10 136. As a direct and proximate result of Defendants' false statements, 11 representations, promises and material omissions, Plaintiffs TEJPAUL and DUNCAN have 12 been damaged in an amount to be established at trial, but which Plaintiffs believe to be in 13 excess of \$1 million.

14 137. In taking the actions alleged above, Defendants BELLINO and CEF are guilty of 15 fraud, oppression and malice such that Plaintiffs TEJPAUL and DUNCAN are entitled to 16 punitive damages.

WHEREFORE, Plaintiffs pray judgment against Defendants as follows:

AS TO THE FIRST CAUSE OF ACTION: 18

- 1. For compensatory and general damages in an amount according to proof at trial;
- 2. For exemplary and punitive damages;
- 3. For attorneys' fees and costs of suit incurred herein;
- 4. For the appointment of a receiver;
- 5. For the imposition of a constructive trust for all proceeds generated from the operation, sale or otherwise from the Subject Property; and
- 6. For such other and further relief as the Court may deem just and proper.

AS TO THE SECOND CAUSE OF ACTION:

- 1. For a judicial declaration that the foreclosure was wrongful as alleged herein;
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For a judicial declaration that Plaintiffs TEJPAUL and DUNCAN are the true

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NOKES & OUINN Broadway, Suile 200 Ina Beach, CA 92651 (949) 376-3500

- 25 -COMPLAINT

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. 1		legal owners of the Subject Property and that Defendants BELLINO and CEF	
. 2	l	are not bona-fide purchasers and that they have no legal title to the Subject	
3		Property;	
4	3.	For costs of suit herein incurred; and	
5	4.	For such other and further relief as the court may deem proper.	
6	AS TO TH	E THIRD CAUSE OF ACTION:	
7	1.	That the Trustee's Deed Upon Sale dated March 13, 2009 be declared void;	
8	· 2.	That Defendants deliver the purported Trustee's Deed Upon Sale dated March	
9	13, 2009 immediately to the clerk of the court for cancellation;		
10	3. For damages, in the event that Defendants fails to surrender the purported		
11		Trustee's Deed Upon Sale for cancellation pursuant to the judgment, in an	
12	amount according to proof at trial, plus interest thereon from and after March		
13		13, 2009, at the legal rate, as compensation and in lieu of cancellation;	
14	4.	For exemplary and punitive damages;	
15	5.	For costs of suit herein incurred; and	
16	6.	For such other and further relief as the court may deem proper.	
17	AS TO TH	E FORTH CAUSE OF ACTION:	
18	1.	For a judgment that Plaintiffs TEJPAUL and DUNCAN are the owners in fee	
19		simple of the Subject Property and that Defendants have no interest in the	
20		Subject Property adverse to these Plaintiffs;	
21	2.	For costs of suit herein incurred; and	
· 22	3.	For such other and further relief as the court may deem proper.	
23	AS TO THE FIFTH CAUSE OF ACTION:		
24	1.	For compensatory and general damages in an amount according to proof at trial;	
25	2.	For exemplary and punitive damages;	
26	3.	For costs of suit incurred herein; and	
27	4.	For such other and further relief as the Court may deem just and proper.	
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NOKES & QUINN		- 26 -	
410 Broadway, Suite 200 Laguna Beach, CA 92651 (949) 376-3500	-	COMPLAINT	
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· · 1	AS TO THE SIXTH CAUSE OF ACTION:		
2	1.	For an accounting of the amounts due under the Deed of Trust;	
3	2.	For reasonable attorneys' fees to be paid by Defendants CEF and BELLINO in	
4	•	an amount to be proven at trial, as provided in the Deed of Trust;	
5	3.	For costs of suit herein incurred; and	
6	4.	For such other and further relief as the court may deem proper.	
7	AS TO THE SEVENTH CAUSE OF ACTION:		
8	1.	For compensatory and general damages in an amount according to proof at trial;	
9	2.	For exemplary and punitive damages;	
10	3.	For costs of suit incurred herein; and	
11	4.	For such other and further relief as the Court may deem just and proper.	
12	AS TO THE	EIGHTH CAUSE OF ACTION:	
13	1.	For a judicial determination that Defendants BELLINO and CEF are stopped	
14		from dishonoring their assurances to Plaintiffs, thereby invalidating the	
15		foreclosure on the Subject Property;	
16	2.	For compensatory and general damages in an amount according to proof at trial;	
17	3.	For costs of suit incurred herein; and	
18	4.	For such other and further relief as the Court may deem just and proper.	
19	AS TO THE	NINTH CAUSE OF ACTION:	
20	1.	For compensatory and general damages in an amount according to proof at trial;	
21	2.	For exemplary and punitive damages;	
22	3.	For costs of suit incurred herein;	
23	4.	For Prejudgment and post-judgment interest; and	
24	5.	For such other and further relief as the Court may deem just and proper.	
25	AS TO THE TENTH CAUSE OF ACTION:		
26	1. For compensatory and general damages in an amount according to proof at trial;		
27	2.	For exemplary and punitive damages;	
28	3.	For costs of suit incurred herein; and	
NOKES & QUINN		- 27 -	
410 Broadway, Suite 200 Laguna Beach, CA 92651 (949) 376-3500		COMPLAINT	

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For such other and further relief as the Court may deem just and proper. 4. NOKES & QUI Dated: April 24, 2009 TREVOR R. LOO Attorneys for Plaintiffs - 28 -NOKES & QUINN 410 Broadway, Suile 200 Laguna Beach, CA 92651 (949) 376-3500 COMPLAINT

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EXHIBIT "A"

CALIFORNIA EMPIRE FUNDI JAMES BELLINO 101 SOUTH EL CAMINO REAL SUITE 105 SAN CLEMENTE, CA 92672 Tom Daly, Clerk-Recorder 56,00

2007000236918 04:14pm 04/12/07

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Title No. OR0751115

DT-75/115

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made this 9th day of April, 2007 between Gail Duncan, as Trustee of The Gail Duncan Trust Dated, September 27, 1990 As Amended, As To An Undivided Fifty Percent (50%) Interest and Shashi K. Tejpaul, As Trustee of The Shashi K. Tejpaul Trust Dated December 15, 2003 As To An Undivided Fifty Percent (50%) Interest, As Tenants In Common, herein called TRUSTOR, whose address is 147 North Lane, Rochester, Michigan, and Equity Title Company, herein called TRUSTEE, and California Empire Funding Corporation, A California Corporation, and James Bellino, erein called BENEFICIARY, whose address is 101 South El Camino Real Ste. 105, San Clemente, CA 92672

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that proprerty in the City of Laguna Beach, County of Orange, California, described as:

See " Exhibit "A" Attached hereto and made a part hereof

A.P.N # 644-036-16

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) payment of the sum of (\$) 2,130,000.00 Dollars with interest thereon according to the terms of a promissory note or notes of even date herewith made by TRUSTOR, payable to order of BENEFICIARY, and extensions or renewals thereof; (2) the performance of each agreement of TRUSTOR incorporated by reference or contained herein or reciting it is so secured; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, and with respect to the property above described, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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**Deed of Trust Rider Attached Hereto and Made A Part Hereof

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the rights or powers of Benefic and Trustee; and to pay all costs and expense actually cluding cost of evidence of title and attorney's fees in a reasonable sum. In any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for disposition or proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date. Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability or any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent

to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitais in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profils of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written

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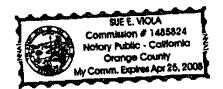
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State of CALIFORNIA	
County of ORANGE	
On April 12, 2007 before me Sue E-Viulu, Notary Pustic	
appeared Gail DUNCAN and	Shaski K Tejpaul

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(ies) and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. (seal) Signature



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DO NOT RECORD REQUEST FOR FULL RECONVEYANCE

To Chicago Title Company

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owning to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated

Please mail Deed of Trust, Note(s) and Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

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This Rider to Deed of Trust is attached to and forms a part of the Deed of Trust made by the undersigned, in favor of California Empire Funding Corporation and James Bellino (*Beneficiary*).

1. This Deed of Trust is given to secure the following (collectively, the Secured Obligations): (i) performance of each agreement of Trustor contained or incorporated by reference in this Deed of Trust, and (ii) the payment and performance of all representations, warranties, indebtedness, liabilities, guarantees and other obligations of Trustor to Beneficiary, whether now existing or in any manner hereafter arising, including without limitation the indebtedness, liabilities, guarantees and other obligations of Trustor under that certain Continuing Guarantee dated of substantially even date herewith, executed by Trustor in favor of Beneficiary with respect to all present and future representations, warranties, indebtedness, liabilities, guarantees and other obligations of Gail Duncan and Shashi K. Tejpaul to Beneficiary, and all amendments and modifications thereto, and extensions thereof and replacements therefore. All references in this Deed of Trust to "note" or "notes" shall be deemed to refer to the Secured Obligations.

Notwithstanding any provisions to the contrary incorporated in this Deed of 2. trust by reference, Trustor hereby absolutely assigns to Beneficiary, during the continuance of these trusts, all of Trustor's rights and interests as lessor in the property encumbrance by this Deed of Trust (the Property), together with any extensions or renewals thereof, and all rents, issues or profits of the Property or of any personal property located thereon, with or without taking possession of the Property or said personal property; provided that so long as there is no default in any of the terms of conditions of this Deed of Trust or of the obligations hereby secured, Trustor Shall continue to manage the Property as owner and collect and retain the rents, issues and profits arising there from but only as they accrue and become payable, rendering such accounts thereof as may be required by Beneficiary. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such rents, issues and profits shall not in any way impair the subsequent enforcement by Beneficiary of the rights herein conferred upon it. Nothing contained herein, nor the exercise of any right, power or authority herein granted to Beneficiary shall be construed to be affirmation by it of any tenancy, lease or option. Trustor hereby further assigns to Beneficiary all prepaid rents and all monies which may have been or may hereafter be deposited with Trustor by any lessee of the Property herein described or any part or portion thereof, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to Beneficiary. Trustor agrees that under no circumstances and in no event, whether Beneficiary be in possession of any part or portion or the entirety of said Property, or not, will Beneficiary ever be deemed to have assumed any of the duties of a lessor under said leases or be responsible or owe any obligation to see to in that the Property produces revenue; nor will Beneficiary otherwise have any of the duties of a mortgagee in possession at any time or under any circumstances. Trustor covenants, warrants and agrees never to assert that Beneficiary has any such duties except under an express written agreement of assumption executed by the Beneficiary hereafter. Trustor reserves the right, while Beneficiary is in possession of the

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Property, to propose leases or other revenue producing transaction to Beneficiary and Beneficiary agrees to consider same and not to unreasonably refuse to enter the same.

3. In addition to all other rights and remedies of Beneficiary set forth in or incorporated by reference in this Deed of Trust, or which it otherwise has, at law or in equity, all sums secured hereby shall immediately become due and payable, irrespective of the maturity dates expressed in any note or agreement evidencing the same, at the option of the Beneficiary, and without demand or notice, upon the happening of any one or more of the following events: (i) default by Trustor or any other person or entity obligated thereon in the payment of any indebtedness secured hereby; (ii) default by Trustor or any other person or entity obligated thereon in the performance of any of the obligations or agreements secured hereby; (iii) any sale, conveyance or alienation of the Property, or any part thereof, or any interest therein, or any agreement to do any of the foregoing, without the prior written consent of Beneficiary being first obtained; or (iv) any divestment of the title of Trustor to the Property, or any part thereof, or any manner whatsoever, whether voluntary or involuntary.

Borrower

Gail Duncan, Trustee

Gàil Duncan

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Shashi K. Tejpaul, Trustee

Shashi K. Tejpaul

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EXHIBIT "B"

LAW OFFICES OF MICHAEL G. RK 1301 Dove Street Suite 1000 Newport Beach, CA 92660



NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, AND YOU MAY HAVE THE LEGAL RIGHT TO BRING YOUR ACCOUNT IN GOOD STANDING BY PAYING ALL OF YOUR PAST DUE PAYMENTS PLUS PERMITTED COSTS AND EXPENSES WITHIN THE TIME PERMITTED BY LAW FOR REINSTATEMENT OF YOUR ACCOUNT, WHICH IS NORMALLY FIVE BUSINESS DAYS PRIOR TO THE DATE SET FOR THE SALE OF YOUR PROPERTY. NO SALE DATE MAY BE SET UNTIL THREE MONTHS FROM THE DATE THIS NOTICE OF DEFAULT MAY BE RECORDED (WHICH DATE OF RECORDATION APPEARS ON THIS NOTICE.)

THIS AMOUNT IS \$5,653.50 AS OF JULY 7, 2008, AND WILL INCREASE UNTIL YOUR ACCOUNT BECOMES CURRENT.

WHILE YOUR PROPERTY IS IN FORECLOSURE, YOU STILL MUST PAY OTHER OBLIGATIONS (SUCH AS INSURANCE AND TAXES) REQUIRED BY YOUR NOTE AND DEED OF TRUST OR MORTGAGE. IF YOU FAIL TO MAKE FUTURE PAYMENTS ON THE LOAN, PAY TAXES ON THE PROPERTY, PROVIDE INSURANCE ON THE PROPERTY, OR PAY OTHER OBLIGATIONS AS REQUIRED IN THE NOTE AND DEED OF TRUST OR MORTGAGE, THE BENEFICIARY OR MORTGAGEE MAY INSIST THAT YOU DO SO IN ORDER TO REINSTATE YOUR ACCOUNT IN GOOD STANDING. IN ADDITION, THE BENEFICIARY OR MORTGAGEE MAY REQUIRE AS A CONDITION TO REINSTATEMENT THAT YOU PROVIDE RELIABLE WRITTEN EVIDENCE THAT YOU PAID ALL SENIOR LIENS, PROPERTY TAXES, AND HAZARD INSURANCE PREMIUMS.

UPON YOUR WRITTEN REQUEST, THE BENEFICIARY OR MORTGAGEE WILL GIVE YOU A WRITTEN ITEMIZATION OF THE ENTIRE AMOUNT YOU MUST PAY. YOU MAY NOT HAVE TO PAY THE ENTIRE UNPAID PORTION OF YOUR ACCOUNT, EVEN THOUGH FULL PAYMENT WAS DEMANDED, BUT YOU MUST PAY ALL AMOUNTS IN DEFAULT AT THE TIME PAYMENT IS MADE. HOWEVER, YOU AND YOUR BENEFICIARY OR MORTGAGEE MAY MUTUALLY AGREE IN WRITING PRIOR TO THE TIME THE NOTICE OF SALE IS POSTED (WHICH MAY NOT BE EARLIER THAN THE END OF THE THREE-MONTH PERIOD STATED ABOVE) TO, AMONG OTHER THINGS, (1) PROVIDE ADDITIONAL TIME IN WHICH TO CURE THE DEFAULT BY TRANSFER OF THE PROPERTY OR OTHERWISE; OR (2) ESTABLISH A SCHEDULE OF PAYMENTS IN ORDER TO CURE YOUR DEFAULT; OR BOTH (1) AND (2).

FOLLOWING THE EXPIRATION OF THE TIME PERIOD REFERRED TO IN THE FIRST PARAGRAPH OF THIS NOTICE, UNLESS THE OBLIGATION BEING FORECLOSED UPON OR A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND YOUR CREDITOR PERMITS A LONGER PERIOD, YOU HAVE ONLY THE LEGAL RIGHT TO STOP THE SALE OF YOUR PROPERTY BY PAYING THE ENTIRE AMOUNT DEMANDED BY YOUR CREDITOR.

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Page 1 of 2

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THE FORECLOSURE, ON F YOUR PROPERTY IS IN FORECESURE FOR ANY OTHER REASON, CONTACT:

Law Offices of Michael G. York 1301 Dove St., Suite 1000 Newport Beach, CA 92660 Telephone: (949) 833-8848 Facsimile: (949) 955-3682

IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONTACT A LAWYER OR THE GOVERNMENTAL AGENCY WHICH MAY HAVE INSURED YOUR LOAN.

NOTWITHSTANDING THE FACT THAT YOUR PROPERTY IS IN FORECLOSURE, YOU MAY OFFER YOUR PROPERTY FOR SALE, PROVIDED THE SALE IS CONCLUDED PRIOR TO THE CONCLUSION OF THE FORECLOSURE.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN that Michael G. York is now the duly appointed Trustee under a Deed of Trust dated April 9, 2007, executed by Gail Duncan, as trustee of the Gail Duncan Trust Dated September 27, 1990, as amended, and Shashi K. Tejpaul, as trustee of the Shashi K. Tejpaul Trust Dated December 15, 2003, as Trustors, to secure obligations in favor of California Empire Funding Corporation and James Bellino, as Beneficiary, recorded April 12, 2007, as instrument no. 2007000236918, in Book _____, Page _____, of Official Records in the office of the Recorder of Orange County, California, as more fully described in the Deed of Trust, including one note(s) for the sum of \$2,130,000.00, that the beneficial interest under the Deed of Trust and the obligations secured thereby are presently held by Beneficiary, and that a breach of, and default in, the obligation for which the Deed of Trust is security has occurred in that the payment has not been made of:

Failure to pay the installments due under the second deed of trust against the property, which is senior to Beneficiaries' deed of trust. Other senior liens and encumbrances which are delinquent or become delinquent and any attorney's fees and court costs arising from the beneficiary's protection of its security must be cured as a condition of reinstatement.

That by reason thereof, the undersigned, the present Beneficiary under the Deed of Trust, has executed and delivered to the Trustee, a written Declaration of Default and Demand for Sale, and has deposited with the Trustee, the Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATE: July 7, 2008

MICHAEL G. CORR

ORANGE,CA DOCUMENT: ND 2008.323237

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Page 2 of 2



EXHIBIT "C"

EXHIBIT "A"

AGREEMENT

This Agreement is made and entered into by and between Shashi K. Tejpaul, individually and as trustee of the Shashi K. Tejpaul Trust Dated December 15, 2003, and Gail Duncan, individually and as trustee of the Gail Duncan Trust dated September 27, 1990 ("Owners"), on the one hand, and California Empire Funding Corporation and James Bellino ("Beneficiaries"), on the other hand, as follows:

1. Owners will give Beneficiaries a deed-in-lieu of foreclosure to the real property commonly known as 688 South Coast Highway, Laguna Beach, California ("Property"), against which Beneficiaries hold a third deed of trust. Except as provided in paragraph 2, Owners will also transfer to Beneficiaries all tangible and intangible assets associated with the business located on and at the Property, including, but not limited to, websites, website and computer codes, fixtures, equipment and 14 of the computers on and at the Property. Owners agree that Beneficiaries' pending foreclosure against the Property is valid in all respects. Pending the close of this transaction, Owners will not enter into any agreements regarding the Property or the business located on and at the Property. without Beneficiaries' express written consent.

2. The trademark for the name of the business located at and on the Property will not be transferred to Beneficiaries, provided, however, that Beneficiaries will be entitled to use the business name for business activities associated with the business located on and the Property, at no cost to them. Title to the furniture located on and the Property will not be transferred to Beneficiaries because the furniture is leased, provided, however, that Owners' rights under the lease of the all the furniture currently located on and at the Property will be transferred. Owners will provide Beneficiaries with an inventory of the furniture currently located on and at the Property.

3. Upon the closing of the transaction that is the subject of this Agreement, Beneficiaries will pay \$25,000 to Abdul Hamid Risdana, the lessor under the lease of the furniture on and at the Property. After the closing of this transaction, Beneficiaries will pay Owners \$1,000 per month until Beneficiaries' sale of the Property or 18 months after the closing of this transaction, whichever occurs first. Upon Beneficiaries' sale of the Property or 18 months after the closing of this transaction, whichever occurs first, Beneficiaries will pay Owners \$275,000.

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4. This Agreement is contingent on Beneficiaries' approval, in their sole and absolute discretion, of the following: (a) the encumbrances, liens and other items of record senior to and junior to Beneficiaries' deed of trust; (b) a written agreement by the holder of the first deed of trust against the Property that upon the closing of this transaction, the entire balance due will not exceed \$750,000; (c) a written agreement by the holder of the second deed of trust against the Property that upon the closing of this transaction, the entire balance due will not exceed \$1,500,000; (d) documents releasing all of the encumbrances, liens and other items of record junior to Beneficiaries' deed of trust; (e)

the condition of the Property and the furniture, fixtures and equipment on and at the Property that Owners are transferring to Beneficiaries; (f) and a written agreement by Abdul Hamid Risdana regarding the lease of the furniture on and at the Property. This Agreement is also contingent on Beneficiaries obtaining clear title to the Property

5. Owners will sign any documents requested by the title company insuring the deedin-licu of foreclosure to implement the deed and to release the encumbrances, liens and other times of record junior to Beneficiaries' deed of trust.

6. If the facts and circumstances regarding the Property or the business located on and at the Property are not as represented by Owners, and as a result Beneficiaries incur attorney's fees, Beneficiaries may deduct the attorncy's fees they have incurred from any amounts due Owners.

DATED: Jan 30 . 2009

SHASHI K. TEJPAUL,

individually and as trustee, etc.

2009 DATED: 1 GAIL DUNCAN, individually and as trustee, etc.

DATED:

DATED: / -30, 2009

CAL. EMPIRE FUNDING/CORP. By: **JOHN REED** JAMES BELLINO

EXHIBIT "D"

CONSULTING AGREEMENT

This Consulting Agreement is made and entered into by and between Shashi K. Tejpaul, individually and as trustee of the Shashi K. Tejpaul Trust Dated December 15, 2003, and Gail Duncan, individually and as trustee of the Gail Duncan Trust dated September 27, 1990 ("Owners"), on the one hand, and California Empire Funding Corporation and James Bellino ("Beneficiaries"), on the other hand, as follows:

In consideration of consulting services to be rendered by Owners:

1. Upon Beneficiaries' sale of the real property commonly known as 688 South Coast Highway, Laguna Beach, California ("Property"), Beneficiaries will pay to Owners ten percent (10%) of the profit. The profit will be calculated by deducting from the net proceeds from the sale of the Property the following: (a) \$750,000; (b) \$1,500,000; (c) the past due payments on the first deed of trust as of the closing of the transaction by which Owners are giving Beneficiaries a deed-in-lieu of foreclosure; (d) the balance due on Beneficiaries' deed of trust as of the closing of the transaction; (e) the real property taxes due against the Property as of the closing of the transaction; and (f) the balance due on the lease of the furniture on and at the Property.

2. Beneficiaries will also pay to Owners, in the form requested by Owners, twenty percent (20%) of the amount by which the balance due on the second deed of trust is reduced below \$1,500,000 as a result of Owners' negotiations with the holder of the second deed of trust. The amount will be paid when the holder of the second deed of trust enters into a valid, binding and enforceable agreement reducing the balance due.

3. Beneficiaries hereby grant Owners a right of first refusal to purchase the Property from Beneficiaries on the same terms and conditions as any offer to purchase the Property Beneficiaries decide to accept.

4. Owners and Beneficiaries agree to keep the existence of this transaction and all of the terms and provisions of this Agreement confidential, and not disclose the existence of this transaction or any of the terms or provisions of this Agreement, except to the extent required by law.

DATED: 1. 30. , 2009

1-20 . 2009 DATED:

SHASHI K. TEJPAUL, individually and as trustee, etc.

GAIL DUNCAN, individually and as trustee, etc.

DATED: <u>/~30.</u> , 2009	CAL. EMPIRE FUNDING CORF
· .	By:
Dated: <u>/-30</u> , 2009	JAMES BELLINO
•	\mathcal{V}

EXHIBIT "E"

EXHIBIT "B"

AGREEMENT

This Agreement is made and entered into by and between Shashi K. Tejpaul. individually and as trustee of the Shashi K. Tejpaul Trust Dated December 15, 2003, and Gail Duncan, individually and as trustee of the Gail Duncan Trust dated September 27, 1990 ("Owners"), on the one hand, and California Empire Funding Corporation and James Bellino ("Beneficiaries"), on the other hand, as follows:

1. Effective upon the signing of this Agreement, Beneficiaries are entitled to take and maintain exclusive possession and use of the real property commonly known as 688 South Coast Highway, Laguna Beach, California ("Property"), which includes the right to control access to the Property; to take and maintain exclusive possession and use of all of the tangible and intangible assets associated with the business located on and at the Property including, but not limited to, leased furniture fixtures, equipment, and 14 of the computers (Owners will provide access codes to computers) on and at the Property; to non-exclusive use of the website at no cost; to collect any rents from the Property, including the rents due under the existing leases for the businesses located on and at the Property; and to collect any monies resulting from any business activities on or at the Property. Owners will deliver the keys to the Property, and all personal property (which is leased) located on and at the Property, to Beneficiaries. None of Beneficiaries' acts under this Agreement will be deemed to have cured or waived the default or notice of default under Beneficiaries' third deed of trust against the Property, and Beneficiaries reserve the right to proceed with the pending foreclosure if they deem it appropriate, but Beneficiaries will give Owners notice before Beneficiaries proceed with the foreclosure.

2. Beneficiaries will be responsible for the payments, expenses and other carrying costs for the property for the period commencing with the date this Agreement is signed, as if Beneficiaries were the owners of the Property. Owners will be responsible to the lessees for the security deposits under the existing leases for the businesses located on and at the Property (Josephine Spa and Michael Bryan Gallery).

3. Beneficiaries will pay Abdul Hamid Risdana \$15,000 towards the initial \$25,000 due.

4. This Agreement will terminate one year from the date it is signed, or when Beneficiaries acquire title to the Property, whichever occurs first.

DATED: 2.4. ,2009

SHASHI K. TEJPAUL, Individually and as trustee, etc.

DATED: 2.4 ,2009

Individually and as trustee, etc.

DATED: <u>2 - 4</u>, 2009

CALIFORNIA EMPIRE FUNDING CORP.

By: JOHN **XEED**

JAMES BEL

DATED: <u>2.4</u>, 2009.



EXHIBIT "F"

INK U LUQ.			روب، ت ب وع				1.1.2
•	RECORDING REQUES WHEN RECORDED MA LAW OFFICES OF 1301 Dove St., Suite Newport Beach, Cal	MICHAEL G. Y 1000.	ORK	en.12.		•	ſ
	YOU ARE IN DEFAU ACTION TO PROTE AN EXPLANATION	JLT UNDER A DI CT YOUR PROPE	EED OF TRU RTY, IT MA	Y BE SOLD AT	RIL 9, 2007. U A PUBLIC SA	LE. IF YC	U NEED

On March 11, 2009, at 11:00 a.m., MICHAEL G. YORK, as Trustee, under and pursuant to the Deed of Trust recorded on April 12, 2007, as instrument no. 2007000236918, in Book ____, Page ____, of Official Records in the office of the Recorder of Orange County, California, executed by Gail Duncan, as trustee of the Gail Duncan Trust Dated September 27, 1990, as amended, and Shashi K. Tejpaul, as trustee of the Shashi K. Tejpaul Trust Dated September 15, 2003, to California Empire Funding Corporation and James Bellino, as Beneficiaries.

WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state) at the front entrance to the Orange County Superior Court, 4601 Jamboree Rd., Newport Beach, CA 92660, all right, title and interest conveyed to and now held by him under the Deed of Trust in the property situated in said county, California, as described in the Deed of Trust.

The property heretofore described is being sold "as is". The street address or other common designation, if any, and the assessor's parcel number, of the real property described above, are purported to be: 688 South Coast Hwy., Laguna Beach, CA 92651, APN 644-036-16. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in the note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by the Deed of Trust, to-wit: \$2,175,530.37. Accrued interest and additional advances, if any, will increase this figure prior to sale.

The beneficiaries under the Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused the Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

DATED: February 11, 2009

CONTACT A LAWYER.

MICHAEL G. YORK, as Trustee 1301 Dove St., Suite 1000 Newport Beach, California 92660 Telephone: (949) 833-8848

EXHIBIT "G"

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WHEN RECORDED MAIL TO: Law Offs. of Michael G. York 1301 Dove St. Suite 1000 Newport Beach, CA 92660	3200 32 тор 4 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
DOCUMENTARY TRANSFER TAX \$0.00 Grantee was the foreclosing beneficiary; consideration \$800,001.00; unpaid debt \$2,218,743.59; nonexempt amount \$0.00	SPACE ABOVE THIS LINE FOR RECORDER'S USE
Computed on the consideration or value of property conveyed.	
remaining at time of sale.	Signature of Declarant or Agent
APN 644-036-16	
TRUSTEE'S	DEED UPON SALE

MICHAEL G. YORK (herein called Trustee) does hereby grant and convey, but without covenant or warranty, express or implied, to

CALIFORNIA EMPIRE FUNDING CORPORATION and JAMES BELLINO, a married man, each as to an undivided fifty percent (50%) interest,

(herein called Grantee) the real property in the County of Orange, State of California, described as follows:

See legal description attached as Exhibit "A."

This conveyance is made pursuant to the authority and powers vested in said Trustee, as Trustee, or Successor Trustee, or Substituted Trustee, under that certain Deed of Trust executed by Gail Duncan, as trustee of the Gail Duncan Trust Dated September 27, 1990, as amended, and Shashi K. Tajpaul, as trustee of the Shashi K. Tejpaul Trust Dated September 15, 2003, Trustor, recorded April 12, 2007, as Instrument No. 2007000236918, in Book ______, Page _____, of Official Records in the Office of the Recorder of Orange County, California; and pursuant to the Notice of Default recorded July 7, 2008, as Instrument No. 2008000323236, in Book ______, Page _____, of Official Records of said County, Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by said Deed of Trust, including, among other things, as applicable, the mailing of copies of notices or the publication of a copy of the notice of default or the personal delivery of the copy of the notice of sale or the publication of a copy thereof.

At the time and place fixed in the Notice of Trustee's Sale, said Trustee did sell said property above described at public auction on March 11, 2009 to said Grantee, being the highest bidder therefor, for \$800,001.00 cash, lawful money of the United States.

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Page 1 of 2	

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Exhibit J - Page 51

Page 1 of 4

Dated: March 13, 2009

MICHAEL G. YORK

2082 (1/94) Page 2 of 2

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Exhibit J - Page 52

Page 2 of 4

Exhibit K

Exhibit K

1 2 3 4 5 6 7 8 9	Chad C. Wilcox, Esq. (SBN 198498) Steven Sobieraj, Esq. (SBN: 315633) WILCOX DUNAKIN CHRISOPOULOS, LLP 30900 Rancho Viejo Rd, Suite 200 San Juan Capistrano, CA 92675 Telephone (949) 272-0800 Facsimile (949) 272-0789 Email: chad@wdc-law.com Attorneys for Plaintiff JASON HUGHES	ELECTRONICALLY FILED Superior Court of California, County of Orange 07/10/2018 at 04:28:08 PM Clerk of the Superior Court By Mary M Johnson,Deputy Clerk	
10	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA	
11	COUNTY OF OR ANGE		
12			
13			
14	JASON HUGHES, an individual,	30-2018-01004529-CU-CO-CJC	
15	Plaintiff	Judge Richard Lee COMPLAINT FOR BREACH OF	
16	vs.	CONTRACT	
17	JAMES BELLINO, an individual, JUMP MANAGEMENT CO., LLC, a California limited		
18	liability company, JUMP OC, LLC, a California limited liability company, and DOES 1-25		
19			
20	Defendant.	DEMAND FOR JURY TRIAL	
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1	COMPLAINT
2	Plaintiff Jason Hughes hereby alleges and states as against Defendants James Bellino, Jump
3	Management Co. LLC, Jump OC, LLC, (collectively "Defendants"), and Does 1-25 as follows:
4	VENUE AND JURISDICTION
5	1. Jurisdiction and venue are proper in Orange Superior Court because the facts giving
6	rise to this complaint occurred in the County of Orange, in the State of California.
8	2. The Court has jurisdiction over this complaint and all the causes of action asserted
9	herein because the claims arise out of the subject purchase and sale agreement, which was executed
0	within the County of Orange, in the State of California.
1	3. The Court has personal jurisdiction over the Defendants because Defendants have
2	conducted and will continue to conduct business in the County of Orange, California, and because
3	Defendants have committed the acts and omissions complained of herein in the County of Orange,
4	California.
5	PRELIMINARY ALLEGATION
6	4. Plaintiff Jason Hughes ("Plaintiff") is an individual residing in Orange County,
7	California.
8	5. Defendant James Bellino ("Bellino") is an individual residing in Orange County,
9	California.
0	6. Defendant Jump Management Co, LLC, ("JMC") operates and is located in the
1	County of Orange, State of California.
2	7. Defendant Jump OC, LLC, ("Jump OC") operates and maintains its primary business
3	location in the County of Orange, State of California.
4	8. The true names and capacities, whether individual, corporate, associate or otherwise,
5	of defendants, Does 1-25, inclusive are unknown to Plaintiff at this time, and Plaintiff therefor sues
6	said Defendants by such fictitious names. When the true names and capacities of said Defendants
7	are ascertained, Plaintiff will move this court for leave to amend this complaint accordingly.
8	
	-1-

	GENERAL	ALLEGATIONS
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2 9. Defendant Jump OC is an indoor trampoline park located in Orange County,
3 California.

4 10. Plaintiff Jason Hughes, Defendant James Bellino, and Defendant JMC each own
5 membership interest in Jump OC.

11. Plaintiff owned a twenty percent (20%) interest in Jump OC, which Plaintiff agreed
to sell to Defendant JMC, and Defendant James Bellino agreed to guarantee JMC's payment to
Plaintiff of the purchase price.

9 12. On October 31, 2017, Plaintiff and Defendants executed a written Sale and Purchase
10 Agreement ("Agreement"), whereby Plaintiff agreed to sell his 20% membership interest in Jump
11 OC to Defendant JMC for \$635,000. Defendant James Bellino signed the Agreement as a
12 guarantor. A true and correct copy of the Agreement is attached hereto as Exhibit "A".

13 13. Pursuant to Paragraph 2.2 of the Agreement, JMC agreed to pay Hughes
14 \$317,500.00 upon execution of the Agreement. JMC then agreed to pay Hughes the balance of the
15 purchase price in sixteen (16) installments of \$19,843.75 per month; however, "if Jump OC, LLC's
16 business is sold, upon the close of the transaction, the balance of the Price will become immediately
17 due and payable" to Plaintiff. The Agreement also provides that "the payment of the balance of the
18 Price is secured by a security interest in JMC's interest in Jump OC, LLC."

19 14. Paragraph 2.3 states, "[i]f Hughes does not receive any installment within five (5)
20 days of the date it is due, JMC will pay Hughes a late charge in the amount of \$1,000." Defendants
21 have refused to provide Plaintiff with the date of sale, which suggests that Defendants have
22 breached this provision of the Agreement.

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15. Paragraph 3.2 states, "JMC hereby represents and warrants to Hughes that there are no pending offers for the purchase of Jump OC, LLC, or the indoor trampoline park it owns." However, Defendants have refused to provide Plaintiff with the date of sale, which suggests the possibility that Defendants breached this provision of the Agreement, and may have possibly committed fraud.

28

16.

Paragraph 7.3 states, "[i] the event of any dispute or legal action arising out of or in

any way relating to this Agreement, the prevailing party shall be entitled to recover reasonable
 attorney's fees and costs."

In or about 2018, Plaintiff is informed and believes that Defendants sold Jump, OC's
business to a third party and that the transaction has closed. Defendants have not denied that they
sold the business, but they have unjustifiably refused to pay Plaintiff the outstanding balance of the
purchase price as required under Paragraph 2.2 of the Agreement. As such, Defendants are in
breach of the Agreement.

FIRST CAUSE OF ACTION

(Breach of Contract Against All Defendants)

10 18. Plaintiff incorporates herein by reference paragraphs 1 through 17 as though set forth
11 herein.

19. The parties entered into a valid written Agreement on October 31, 2017.

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20. Pursuant to Paragraph 2.2 of the Agreement, JMC agreed to pay Hughes \$317,500.00 upon execution of the Agreement. JMC then agreed to pay Hughes the balance of the purchase price in sixteen (16) installments of \$19,843.75 per month; however, "if Jump OC, LLC's business is sold, upon the close of the transaction, the balance of the Price will become immediately due and payable" to Plaintiff. The Agreement also provides that "the payment of the balance of the Price is secured by a security interest in JMC's interest in Jump OC, LLC."

19 21. Defendant James Bellino guaranteed that JMC would make full payment to Plaintiff
20 pursuant to the terms of the Agreement.

21 22. Plaintiff is informed and believes that Defendants have sold Jump OC, LLC's
22 business, but have not paid Plaintiff the remainder of the purchase price as required by Paragraph
23 2.2 of the Agreement. Defendants have refused to provide Plaintiff with any information
24 concerning the sale of Jump OC, LLC.

25 23. Plaintiff has performed all, or substantially all, of the duties, obligations and
26 conditions required by the Agreement.

27 24. All of the conditions required by the Agreement for Defendants' performance have
28 occurred.

1	25. Defendants have breached the terms of the Agreement, by failing to make payment
2	to Plaintiff as required under Paragraph 2.2, among other violations.
3	26. Plaintiff has demanded that Defendants make payment under the Agreement, but
4	Defendants have refused.
5	27. Plaintiff has been damaged by Defendants' deliberate breach of the Agreement.
6	28. As a direct and proximate result of Defendants' breach, Plaintiff has sustained
7	damages according to proof at or before trial, in an amount of at least \$350,000, plus interest, costs
8	and attorneys' fees.
9	PRAYER FOR RELIEF
10	WHEREFORE, Plaintiff prays for judgment against Defendants as follows:
11	a. For general, special and consequential damages in an amount according to
12	proof, but not less than \$350,000
13	b. Interest at the legal rate;
14	c. Attorneys' fees;
15	d. Costs of suit; and
16	e. Such other and alternative relief as the Court may deem just and equitable.
17	DEMAND FOR JURY TRIAL
18	Plaintiff hereby demands a jury trial.
19	
20	
21	DATED: July 9, 2018 WILCOX DUNAKIN CHRISOPOLOUS, LLP
22	$\left(\chi \right) \Omega \Omega$
23	
24	Chad C. Wilcox, Esq. Steven Sobieraj, Esq.
25	Attorneys for Plaintiff
26	JASON HUGHES
27	
28	
	- 4 -

EXHIBIT A

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is made and entered into by and between Jason Hughes ("Hughes"), on the one hand, and Jump Management Co., LLC ("JMC"), on the other hand (sometimes collectively "Parties").

RECITALS

A. Hughes is the owner of twenty percent (20%) of the membership interests in Jump OC. LLC ("Membership Interests").

B. Hughes wishes to sell and JMC wishes to purchase Hughes' Membership Interests.

THEREFORE, in consideration of the foregoing recitals, and the terms, conditions, and covenants set forth below, Hughes and JMC agree as follows:

1.0 SALE AND PURCHASE OF ASSETS

1.1 Sale and Purchase. In reliance upon the representations, warranties, and covenants contained in this Agreement, and subject to the terms and conditions set forth herein, Hughes hereby sells, assigns and transfers to JMC, and JMC hereby purchases from Hughes, the Membership Interests.

1.2 <u>Associated Rights</u>. Hughes is selling, assigning and transferring to JMC the Membership Interests, together with all rights, preferences, and privileges attaching thereto or associated therewith.

2.0 SALU/PURCHASE PRICE

2.1 <u>Sale/Purchase Price</u>. The sales/purchase price for the Membership Interests (the "Price") is \$635,000.00. The Price is inclusive of any profits or other benefits Hughes may be entitled to receive as a result of his Membership Interests from September 1, 2017 forward.

2.2 Payment of the Price. JMC will pay to Hughes the Price for the Membership Interests as follows. Upon the execution of the Agreement by the Parties, JMC will pay to Hughes \$317,500.00. JMC will pay to Hughes the balance of the Price in the amount of \$317,500.00 as follows: Sixteen (16) installments of \$19,843.75 each per month, on the first day of each month, commencing December 1, 2017; provided, however, that if Jump OC, LLC's business is sold, upon the close of the transaction, the balance of the Price will become immediately due and payable. James Bellino personally guarantees payment of the balance of the Price. Additionally, the payment of the balance of the Price is secured by a security interest in all of JMC's interests in Jump OC, LLC.

2.3 Late Charge. If Hughes does not receive any installment within five (5) days of the date it is due, JMC will pay Hughes a late charge in the amount of \$1,000.00.



3.0 REPRESENTATIONS AND WARRANTIES

1.1 By Hughes. Hughes hereby represents and warrants to JMC that (a) he has good and clear title to the Membership Interests, and that the Membership Interests are free and clear of all liens, pledges, security interests, claims, options, rights to purchase or acquire, proxies, voting agreements, voting trusts, and other encumbrances and restrictions of any kind or nature whatsoever, and (b) he has not incurred any obligation or liability on behalf of Jump OC, LLC not disclosed in this Agreement.

3.2 By JMC. JMC hereby represents and warrants to Hughes that there are no pending offers for the purchase of Jump OC, LLC, or the indoor trampoline park it owns.

4.0 INDEMNIFICATION

4.1 Indemnification by Hughes. Hughes will defend, indemnify and hold JMC, any associated individuals, entities, trusts, legal representatives, successors and assigns, harmless from and against any and all losses, claims, liabilities, damages and expenses, including, but not limited to, attorney's fees and all other expenses of litigation, arising out of or in any way related to Hughes's breach of the representations or warranties in this Agreement.

4.2 Indemnification by IMC. JMC and James Bellino will defend, indemnify and hold Hughes, any associated entities, trusts, legal representatives, successors and assigns, harmless from and against any and all losses, claims, liabilities, damages and expenses, including, but not imited to, attorney's fees and all other expenses of litigation, arising out of or in any way related to (a) JMC's breach of the representations or warranties in this Agreement, and (b) Jump OC, LLC's operation of its business, past, present or future.

5.0 NONCOMPETITION AND NONSOLICITATION

5.1 Hughes and James Bellino each covenants and agrees as follows:

(a) Hughes covenants and agrees that he will not, without JMC's express written consent, at any time within the eighteen (18) month period following the signing of this Agreement directly or indirectly engage in, have any interest in any person, firm, corporation, or business (whether as an owner, officer, director, agent, security holder, creditor, consultant, or otherwise), including a Glowzone business, or sell a franchise to a Glowzone business, located or to be located within a eight (8) mile radius of Jump OC, LLC's current location. Other than the current Sky Zone business in Westminster, James Bellino covenants and agrees that he will not, without Hughes's express written consent, at any time within the eighteen (18) month period following the signing of this Agreement directly or indirectly engage in, have any interest in any person, firm, corporation, or business (whether as an owner, officer, director, agent, security holder, creditor, consultant, or otherwise), including a Sky Zone business, located or to be located within a eight (8) mile radius of Glowzone's current location;

(b) Hughes covenants and agrees that he will not, without JMC's express written consent, during his life, intentionally communicate with or (1) solicit to hire any employee of



Jump OC, LLC or any employee who was employed by Jump OC, LLC during the one hundred eighty (180) day period immediately prior to the signing of this Agreement, (2) induce, influence or encourage any such employees to leave their employment with Jump, OC, LLC; or (3) as agent or otherwise, in any manner whatsoever solicit, influence or encourage customers of Jump OC, LLC to divert or direct their patronage to a competing business; or

(c) Hughes covenants and agrees that he will not, without JMC's express written consent during his life, directly or indirectly engage in, have any interest in any person, firm, corporation, or business (whether as an owner, officer, director, agent, security holder, creditor, consultant, or otherwise) that operates, or is considering operating, a business that derives any revenue from the use of trampolines.

5.2 Provided, however, that these covenants shall terminate and be of no further force or effect on the date that neither JMC nor James Bellino, nor any entity or trust on their behalf, is any longer the owner of any membership interests in Jump OC, LLC.

5.3 This Section 5.0 is an integral part of the goodwill of the Jump OC, LLC and the toregoing covenants are assets of Jump OC, LLC. These covenants are intended to comply with California Business and Professions Code Section 16601. It is the desire and intent of the Parties to this Agreement that the provisions of these covenants be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If, in any judicial proceeding, a court shall refuse to enforce any of the covenants or portions thereof deemed included in this Section 5.0, the unenforceable covenant or portion thereof shall be deemed eliminated from these provisions for the purpose of those proceedings, but only to the extent necessary to permit the remaining covenants or portions thereof to be enforced.

6.0 RELEASE

6.1 <u>Release</u>. Except as set forth in this Agreement, Hughes and JMC hereby release the other, any of their associated individuals, entities, trusts, legal representatives, successors and assigns, from any and all past, present, or future demands, claims, habilities, or causes of action, of any kind or nature, whether known or unknown, arising out of or in any way relating to Jump OC, LLC, the subject matter of this Agreement, or any other transactions between them.

6.2 <u>Waiver of Civil Code section 1542</u>. The Parties acknowledge that they are aware of the provisions of Civil Code section 1542 quoted below, and that they expressly waive any rights pursuant to that section:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor."

7.0 GENERAL PROVISIONS

7.1 Use of Respective Facilities. The children of Hughes will be entitled to use Jump OC. LLC's facility, and the children of James Bellino will be entitled to use Glowzone's facility as follows. The children of each will have a lifetime pass (a) to use the facility described free of charge on the same basis as paying customers, provided, however, that it will be free only to the children and not to the childrens' guests, and (b) to have two typical parties per year at the facility described at a cost not to exceed \$500.00 per party.

7.2 Execution of Necessary Documents. The Parties will execute any documents reasonably necessary to carry out the terms of this Agreement.

7.3 <u>Attorney's Fees</u>. In the event of any dispute or legal action arising out of or in any way relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

7.4 Entire Agreement; Amendments. This Agreement is an integrated document, contains the entire agreement between the parties, wholly cancels, terminates and supersedes any and all previous and/or contemporaneous oral agreements, negotiations, commitments and writings between the Parties hereto with respect to such subject matter. No change, modification, extension, termination, notice of termination, discharge, abandonment or waiver of this Agreement or any of its provisions, nor any representation, promise or condition relating to this Agreement, will be binding upon any party unless made in writing and signed by such party.

DATED: October 31, 2017

- Moor

DATED: October 31, 2017

DATED: October 31, 2017

ASON HUGE

MANAGEMENT CO., LLC BY JAMES BELLINO

Q BELLING

8

Exhibit L

Exhibit L

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE **CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 01/07/2019

TIME: 03:52:00 PM

DEPT: C12

JUDICIAL OFFICER PRESIDING: Layne H. Melzer CLERK: Lorena Mendez **REPORTER/ERM: None** BAILIFF/COURT ATTENDANT: None

CASE NO: 30-2018-01008497-CU-DF-CJC CASE INIT.DATE: 07/27/2018 CASE TITLE: Bellino vs. Judge CASE CATEGORY: Civil - Unlimited CASE TYPE: Defamation

EVENT ID/DOCUMENT ID: 72959796 **EVENT TYPE:** Chambers Work

APPEARANCES

There are no appearances by any party.

The Court issues a final ruling on matters under submission on 12/06/18, a copy of which is attached hereto and included herein by reference.

MO re Bellino v. Judge: Ruling on Submitted matter

Defendants' Anti-SLAPP motions came on regularly for hearing on 12/6/18. In advance of the hearing this Court issued its tentative ruling. That tentative ruling (largely verbatim) is set forth below in section I. After oral argument, the Court took the matter under submission. Having now further considered the matter the Court now modifies its tentative as indicated in section II and issues this minute order as its final ruling on this submitted matter.

I. TENTATIVE RULING

Motions ## 1 & 2

The special motions to strike by defendants Tamra Judge and Shannon Beador are denied. Briefly, the court finds that speech at issue is protected under Code Civ. Proc. § 425.16(e)(3) but that Plaintiffs have shown a likelihood of prevailing on the merits under the relatively low threshold required at this juncture.

The parties' requests for judicial notice are granted.

For Tamra Judge Anti-SLAPP Motion

by Plaintiffs (response by Judge)

As to the Judge motion, Plaintiffs' evidentiary objections are overruled. Judge objects to portions of Plaintiff Bellino's declaration but has not numbered the separate objections. By reference to the paragraphs of the Bellino Decl. objected to, the rulings are: objections sustained as to \P 3, 4, 5, 17 (partial), 18 (partial), 19 (partial), 22 (partial); otherwise, they are overruled.

For Shannon Beador Anti-SLAPP Motion

by Plaintiff (response by Beador)

Plaintiffs object to exhibits to the Salem Declaration, which attaches articles and postings - \P 2-30 and Exs. 1 – 29. For the reasons discussed in the RJN section, objections are overruled.

As to the Beador motion, Plaintiffs' objections to the Salem Declaration are overruled. Plaintiffs also objects to portions of the Beador Declaration. These are unnumbered, so are referred to here by the paragraph objected to. The rulings are: objections sustained as to \P 2 and 3; otherwise, they are overruled.

Beador objects to portions of the Bellino Declaration submitted in opposition to her motion. Objecton no. 8 is sutained; the remaining are overruled.

Anti-SLAPP Motions

Code Civ. Proc. §425.16 provides in relevant part: "A cause of action against a person arising from any act of that person in furtherance of the person's right of petition or free speech under the United States or California Constitution in connection with a public issue shall be subject to a special motion to strike, unless the court determines that the plaintiff has established that there is a probability that the plaintiff will prevail on the claim." This section is to be construed broadly. Cal. Code Civ. Proc. § 425.16(a).

The court's determination of an anti-SLAPP motion is a two-step process. First, the court determines if the party moving to strike a cause of action has met its initial burden to show that the cause of action arises from an act in furtherance of the moving party's right of petition or free speech. Then, if the court determines that showing has been made, the court determines whether the opposing party has demonstrated a probability of prevailing on the claim. *Navelier v. Sletten* (2002) 29 Cal.4th 82, 88.

Step One: Protected Speech?

There are four categories of protected speech for an anti-SLAPP motion (Code Civ. Proc. § 425.16(e)):

- 1. statements made before a legislative, executive, or judicial proceeding, or any other official proceeding authorized by law;
- 2. statements made in connection with an issue under consideration or review by a legislative, executive, or judicial body, or any other official proceeding authorized by law;
- 3. statements made in a place open to the public or a public forum in connection with an issue of public interest; or
- 4. any other conduct in furtherance of the exercise of the constitutional right of petition or the constitutional right of free speech in connection with a public issue or an issue of public interest.

Defendant Judge contends that categories (3) and (4) apply to her statements, while Defendant Beador asserts protection only under category (3).

Defendants contend that the Irvine Improv, where the public "dish" session took place, is a public forum and Plaintiff is a person in the public eye such that information about him is a matter of public interest.

Although CCP §425.16 does not itself provide any definition for "public interest," case law has established three basic categories of qualifying statements:

- (1) statements involving persons in the public eye;
- (2) statements which could affect large numbers of people beyond the direct participants;
- (3) statements involving a topic of widespread interest.

Carver v. Bonds (2005) 135 Cal. App. 4th 328, 343; *Mann v. Quality Old Time Service, Inc.* (2004) 120 Cal. App. 4th 90, 111.

Even in the absence of a public figure, however, there may be a public interest. "The definition

of 'public interest' within the meaning of the anti-SLAPP statute has been broadly construed to include not only governmental matters, but also private conduct that impacts a broad segment of society and/or that affects a community in a manner similar to that of a governmental entity. Matters of public interest ... include activities that involve private persons and entities, especially when a large, powerful organization may impact the lives of many individuals." Damon v. Ocean Hills Journalism Club (2000) 85 Cal. App. 4th 468, 479 (internal citations and quotations omitted). The protection applies even where the issue is not of interest to the public at large but to a limited, but definable portion of the public, when the statements are in the context of an ongoing controversy or discussion such that it warrants protection by a statute intended to encourage participation in matters of public significance. Terry v. Community Church 131 Cal. App. 4th at 1549-50 ("[section 425.16](e)(4) applies to private communications concerning public interest); Du Charme v. International Broth. of Elec. Workers, Local 45 (2003) 110 Cal. App. 4th 107, 115-16. Where, however, there is no controversy or on-going discussion giving rise to the speech in question, and the target of the speech (that is, the plaintiff responding to an anti-SLAPP motion) is not a person in the public eye, then the speech is not protected as "public interest" speech. Du Charme, supra, 110 Cal. App. 4th at 116-19 (and cases cited there).

Here, there is no real dispute that Defendants' comments were made at a public forum, but Plaintiffs dispute that the comments were on a matter of public interest. Plaintiffs dispute that Bellino is a person in the public eye for purposes of Defendant's comments – that is, to the extent he is in the public eye through his (limited) exposure on the show, Defendant's comments were not about any topic raised by his exposure through the show but were about purely private and/or unrelated matters.

Just because a person is in the public eye, that does not mean that everything about him is a matter of public interest. *Albanese v. Menounos* (2013) 218 Cal. App. 4th 923, 929, 933-34 (*citing D.C. v. R.R.* (2010) 182 Cal. App. 4th 1190, 1214-15.) To be protected, the comment about a person in the public eye should be related to the aspect about the public figure that is of public interest/in the public eye. *Id.* at 933-36 (*noting* in *D.C.* bullying comments about plaintiff were not connected to his limited fame as a singer, so were not a matter of public interest and *distinguishing Nygard, Inc. v. Uusi-Kerttula* (2008) 159 Cal. App. 4th 1027 where public was particularly interested in the very topic discussed (the internationally famous CEO's wealth and lifestyle)). *See also Seelig v. Infinity Broadcasting Corporation* (2002) 97 Cal. App. 4th 798, 807-08 (finding contestant's participation on TV show "Who Wants to Marry a Multimillionaire" was a matter of public interest *as to that participation*); *Weinberg v. Feisel* (2003) 110 Cal. App. 4th 1122, 1132–1133 (noting curiosity is not enough and there must be connection between comment and asserted public interest).

On the other hand, in *Jackson v. Mayweather* (2017) 10 Cal. App. 5th 1240, the court found that the ex-boyfriend's social media postings and radio interview about the termination of their relationship and his ex-girlfriend's abortion and cosmetic procedures were protected speech "in the public interest" because both of them had routinely sought public attention to their lives and lifestyle. 10 Cal. App. 5th at 1253-54. *See also Hall v. Time Warner* (2007) 153 Cal. App. 4th 1337 (finding that while Brando's housekeeper was a private person, when she became the

beneficiary of the will of such a famous person she became, as far as that aspect of her life, a matter of public interest).

Bellino's situation here is closest to the plaintiff in *Albanese v. Menounos, supra*. There, the stylist sought and obtained public attention to a degree to enhance her professional status and business, but not to the point that she was a celebrity of all-consuming interest to a group of people like the plaintiff in *Nygard*. The record shows that Bellino too has sought public attention – he has his own public website where he posts about some aspects of his life and he chose to appear, at least on some occasions, on the show. He has not sought such pervasive attention to all aspects of his life such that everything about him can reasonably be deemed in the public interest, however.

Accordingly, the question is whether Defendants' comments, or any of them, were connected to that part of Bellino and/or JMCO in the public interest.

Judge said:

- (i) Plaintiff is a shady "motherfucker."
- (ii) He wants spousal support because "I have a theory. Everything is in her name."
- (iii) The Bellinos' marriage and/or divorce was "fake" or a sham. And
- (iv) "He's going to jail."

Given Bellino's ex-wife's role on the show as a "housewife" of O.C., along with his appearance on the show as her husband, their divorce, including the nature of the divorce, would be a matter of public interest to those who watched the show. Bellino's character, and whether he is a convicted criminal, would be too. The court finds that the comments by Judge that Bellino is suing on are protected speech under Code Civ. Proc. § 425.16(e)(3).

Beador said:

"I heard they don't [have the trampoline business anymore] because they were sued. . . I won't let my kids go because people get paralyzed. Apparently that happened."

This one is a closer call. It's less clear how Bellino's business life, and the business itself (JMCO) are implicated in his participation in a reality show. Given the sprawling nature of such a show, however, it would seem how the participants made money would be of interest to those who watch the show. The court finds that the comments by Beador that Bellino is suing on are protected speech under Code Civ. Proc. § 425.16(e)(3).

Step Two: Showing of Probability of Prevailing on the Merits?

To show a likelihood of success in the face of an anti-SLAPP motion, a plaintiff must present evidence that could be admitted at trial. *Fashion 21 v. Coal for Human Immigrant Rights of Los Angeles* (2004) 117 Cal. App. 4th 1138, 1146-47. Accordingly, lack of foundation is not grounds to exclude evidence from consideration on an anti-SLAPP motion but a substantive evidentiary objection, such as hearsay, is. *Id.*

In determining whether the plaintiff has shown a reasonable probability he will prevail on the merits at trial, the court must consider both the legal sufficiency of and evidentiary support for the pleaded claims, as well as defenses to them. *McGarry v. University of San Diego* (2007) 154 Cal. App. 4th 97, 108. The court considers, but does not weigh, the evidence. *Id.* The test is the same as that governing a motion for summary judgment, nonsuit, or directed verdict – that is, whether the plaintiff's evidence, if credited, would be sufficient to meet the burden of proof. *Taus v. Loftus* (2007) 40 Cal. 4th 683, 714. Thus, the showing required "is not high." *Hecimovich v. Encinal School Parent Organization*, 203 Cal. App. 4th 450, 469. The "plaintiff needs to show only a minimum level of legal sufficiency and triability." *Id.* (internal quote marks and citations omitted).

First Cause of Action for Defamation Per Se (by Bellino) against Judge

To prevail on a claim for defamation, a plaintiff must show that: (i) defendant published the statement, (ii) the statement was about plaintiff, (iii) the statement was false, and (iv) the statement was defamatory (that is, it exposed the plaintiff to contempt or ridicule); and, if the statement is not defamatory on its face, (v) plaintiff suffered special damages. *Wong v. Tai Jing* (2010) 189 Cal. App. 4th 1354, 1369. *See also* CACI 1700-01.

When the plaintiff is a public figure or limited public figure, he must also prove malice – that is, that the defendants made the defamatory statements knowing they were false or with doubts as to their truth. *Masson v. New Yorker Magazine* (1991) 501 U.S. 496, 510, 111 S .Ct. 2419, 115 L.Ed.2d 447.

Expressions of opinion do not fall within the category of "false" statements for purposes of libel and slander. *Savage v. Pacific Gas & Electric Co.* (1993) 21 Cal. App. 4th 434, 445; *see also, Summit Bank v. Rogers* (2012) 206 Cal. App. 4th 669, 696. Thus, "rhetorical hyperbole,' 'vigorous epithet[s],' 'lusty and imaginative expression[s] of ... contempt,' and language used 'in a loose, figurative sense' have all been accorded constitutional protection." *Seelig v. Infinity Broadcasting Corp.* (2002) 97 Cal. App. 4th 798, 809.) "Consequently, courts have frequently found the type of name calling, exaggeration, and ridicule ... to be nonactionable speech." *Summit Bank v. Rogers* (2012) 206 Cal. App. 4th 669, 699.

"To ascertain whether the statements in question are provably false factual assertions, courts consider the 'totality of the circumstances.' ... 'First, the language of the statement is examined. For words to be defamatory, they must be understood in a defamatory sense . . . [¶] Next, the context in which the statement was made must be considered.... [¶] This contextual analysis demands that the courts look at the nature and full content of the communication and to the knowledge and understanding of the audience to whom the publication was directed.' ... This crucial question of whether challenged statements convey the requisite factual imputation is ordinarily a question of law for the court." *Seelig v. Infinity Broadcasting Corp.*, 97 Cal. App. 4th at 809-10.) "[C]ourts as well have recognized that online blogs and message boards are places where readers expect to see strongly worded opinions rather than objective facts." *Summit Bank v. Rogers*, 206 Cal. App. 4th at 697; *see also*, *Chaker v. Mateo* (2012) 209 Cal. App. 4th 1138, 1148.)

For defamation per se, Bellino points to Judge's statement that "He is going to jail."

Judge does not address this statement separately from the others but argues that all of her comments are statements of nonactionable opinion rather than fact. But on its face it is an assertion of fact and Judge does not provide any context that shows it to be merely an expression of opinion. Nor must it be taken as a joke. While Defendants describe the show as designed to be amusing and funny, there is no suggestion that the participants were simply doing a comedy routine. They were "dishing" about the show's participants. Part of the amusement value was from the gossip – the relaying of juicy facts about themselves and others.

Accordingly, if Bellino is not a public figure, he has shown a likelihood of prevailing on the merits of this claim under the applicable legal standard. If he is, he needs to show malice in order to make a prima facie case of defamation per se.

Being "in the public eye" for purposes of "public interest" under Code Civ. Proc. § 425.16(e)(3) or (4) is *not* the equivalent of being a public figure or a partial public figure. *See Hufstedler, Kaus & Ettinger v. Superior Court* (1996) 42 Cal. App. 4th 55, 69–70 (discussing what makes a person a public figure).

Judge contends that Bellino "injected" himself into the controversy -- apparently any controversy -- by voluntarily appearing on the show, where the subject matter was his actual life. But that is just another way of saying he is a full-fledged public figure (that is, anything can be said about him as long as it is said without malice). But a public figure is someone of pervasive fame or notoriety.

Bellino does not fit into that category. Nor is there any evidence that he "injected himself" into a controversy over whether he was (or even should) go to jail.

Second Cause of Action for Defamation (by Bellino) against Judge and Beador

Bellino's second defamation claim is based on the remaining alleged statements by each of Judge and Beador.

Judge's statement that Bellino is a "shady motherfucker" seems to fall squarely within the rubric of "vigorous epithets" rather than asserted or implied fact. "I have a theory, Everything's in her name," too, on its face does not suggest a statement of fact. Bellino would argue that a fact is implied, but taken on its face this is, at most, an opinion.

The remaining comment by Judge is that the Bellinos' divorce is a sham. Bellino alleges this statement is reasonably understood to mean the divorce proceedings were fraudulent or entered into for improper purposes. Again, Judge contends her statements were hyperbole and opinion. This is again a close question but the Court nonetheless finds Bellino has made a sufficient initial showing on this element to survive an anti-SLAPP motion.

As discussed above, the court finds Bellino is not a public figure so need not show malice. The remaining question, then, is whether he has shown resulting damages. The court finds that for purposes of an anti-SLAPP motion, Bellino has presented sufficient evidence, by way of his declaration, of damages.

As for Beador, she said "I won't let my kids go because people get paralyzed. Apparently, that happened." Bellino contends that the suggestion that they had to sell the business because they were sued implies serious misconduct or that something seriously bad happened – which makes it defamatory as well as false.

Bellino has presented evidence that he did not have to sell the business, and no one was paralyzed there – or sued for that reason. Beador argues that his evidence shows her statement was substantially true. He was sued by someone who was seriously injured at a SkyZone trampoline park and has since sold all but one location, including the location where the person was injured. [Reply at 4 (citing Bellino Decl., at \P 2).]

Beador also declares she was speaking generally, not specifically to Bellino's business. She said, "it happens," rather than "it happened" – meaning it is a real risk, not that it happened at Bellino's business. As Bellino notes, however, it is not for the court at this point to weigh the evidence or make credibility determinations. Plaintiff has presented sufficient evidence, for purposes of an anti-SLAPP motion, to show a likelihood of prevailing on the merits of this cause of action against Beador.

Beador's notice of motion and motion is to strike the complaint – she does not separately move as to each cause of action. Because one cause of action survives, her whole motion must be denied.

Fourth Cause of Action for False Light

The elements for an invasion of privacy/false light claim are: (1) public disclosure (2) of a private fact (3) which would be offensive and objectionable to the reasonable person and (4) which is not of legitimate public concern. *Taus v. Loftus* (2007) 40 Cal. 4th 683, 717; CACI 1801, 1802.

"When a false light claim is coupled with a defamation claim, the false light claim is essentially superfluous, and stands or falls on whether it meets the same requirements as the defamation cause of action." Eisenberg v. Alameda Newspapers (1999) 74 Cal.App.4th 1359, 1385 n. 13. Accordingly, this cause of action also survives Defendants' motions to strike.

Motion #3

Plaintiffs James Bellino and Jump Management Co.'s motion for order lifting the discovery stay under Code Civ. Proc. § 425.16(g) to permit them to conduct discovery to establish malice by defendants Tamra Judge and Shannon Beador is moot in light of the court's ruling on Defendants' anti-SLAPP motions.

Plaintiff to provide notice.

II. FINAL RULING ON SUBMITTED MATTER

A. Beador's Motion to Strike

During the hearing Beador argued that upon sustaining her objection #8 [challenging the admissibility of Bellino's declaration, 3:5-14], Plaintiff had failed to sustain his burden of establishing "damages" as a result of Beador's alleged defamatory statements. As such, Beador argued Plaintiff's slander per quod (the second cause of action) has no merit for want of damages. Plaintiff countered that although not specifically pled as defamation per se against Beador, he has alleged what would qualify as slander per se under Civil Code §46 because Beador's statements about his business have a tendency "to directly injure him in respect to his trade or business..." i.e., have a natural tendency to lessen his profits. Thus, plaintiff countered proof of damages are unnecessary.

Beador responded that there is a distinction between injury and damages and Plaintiff still had to at least demonstrate the statements caused injury (if not damages). Beador further recited a "due process" concern with Plaintiff taking a statement ostensibly pled as per quod and treating it as per se. Beador also requested that the Court revisit the cases cited at pp. 5-6 of her reply. Beador claims that these more recent cases demonstrate that as a matter of law Bellino's evidentiary submittals are insufficient to establish falsity re the alleged defamatory statements.

The Court does not find Beador's "injury vs damage" dichotomy persuasive. If Beador's statements qualify as slander per se, damages and/or injury are presumed. The Court also does not find the *Industrial Waste* and *Vogel* cases to dictate the result in this case. The Court does however conclude that the evidentiary argument merits further discussion—i.e., as framed by Beador, "because there is no proof of 'special damage' Plaintiff's slander claim against Beador fails."

The most complete recitation of Beador's statement is contained in the notice of lodging filed by Plaintiff which, purports to contain a verbatim transcript of the relevant portions of the Beador/Judge interview. As pertinent to Plaintiff's "slander per se" claim against Beador, the alleged actionable statements are as follows: "I heard they don't [have the trampoline parks anymore] because they were sued....I won't let my kids go [to trampoline parks] because people get paralyzed, and they, and apparently that happens." Upon reflection, the Court does not find these statements to be slander per se pursuant to Civil Code §46 subsection 3 [tending to directly injure one in respect to a trade or business by having a natural tendency to lessen its profits]. As discussed in <u>Regalia v. The Nethercutt Collection</u> (2009) 172 Cal.App.4th 361, 367–370:

"slander that falls within the first four subdivisions of Civil Code section 46 is slander per se and require no proof of actual damages. [Citations] A Slander that does not fit into those four subdivisions is slander per quod, and special damages are required for there to be any recovery for that slander. [Citations]. [¶] In connection with subdivision (3) of Civil Code section 46, "to be actionable *per se*, a defamatory statement must tend 'directly' to injure the person defamed in respect to his office, profession, trade or business...." [Citations] Whether a statement "upon its face ... clearly conveys a meaning" within subdivision (3) [Citation] so as to be a slander per se is a question for the court. [Citations]

The statement in question is equivocal at best and does not directly suggest that someone was paralyzed at Plaintiff's trampoline park. It also does not identify the park in question (Skypark) which is not directly owned by Bellino but an entity (JMCO) in which he has an interest—JMCO is also not mentioned. In context, the statement is one about Beador and the fact that she would not let her children go to a trampoline park because "people get paralyzed." She does not say that this "happened" at Plaintiff's park. Beyond this she states that "she heard" they no longer "have the trampoline parks" because of a lawsuit.

In sum, Beador expresses (1) her view that trampoline parks are dangerous, (2) her belief (based on hearsay) that Plaintiff and his wife were sued, and (3) the lawsuit led to their loss of the trampoline park. Plaintiff presents evidence that no one was paralyzed at Skypark and that Plaintiff continues to own his interest in the entity (JMCO) that controls Skypark. Plaintiff admits that there was a lawsuit "against Skypark" because of an alleged personal injury but he contends it was "meritless." Plaintiff does not dispute that trampoline parks are dangerous. Ultimately, the only factual statement shown to be "false" is that the Bellinos no longer own an interest in any trampoline parks because of a lawsuit.

Regardless, the challenged statements do not "clearly convey a meaning" which "tends to directly injure" Plaintiff's business and which has a "natural tendency to lessen its profits." The Beador statements about trampoline parks or a lawsuit leading to the loss of Plaintiff's business are not "slander per se." While perhaps not reaching the constitutional dimensions asserted by Beador, Plaintiff's choice of pleading is significant. It is apparent Plaintiff's themselves did not view the statements as constituting slander per se inasmuch as these statements were not included in the cause of action labeled "slander per se" but were in the next cause of action which appears reserved for statements alleged to constitute "slander per quod."

As such, these statements require proof of "special damages" by Plaintiff Bellino. Plaintiff has not submitted competent evidence of special damages sufficient to sustain this cause of action against Beador. Indeed, this Court has sustained Beador's objection #8 which essentially eliminates Plaintiffs conclusory claims of damages caused by Beador's statements. *Alpha and Omega Development, LP v. Whillock Contracting, Inc.*, (2011) 200 Cal. App. 4th 656, [declarations that lack foundation or personal knowledge, or that are argumentative, speculative, impermissible opinion, hearsay or conclusory are to be disregarded when considering the plaintiff's probability of prevailing for purposes of an anti-SLAPP motion to strike].

The Court, therefore, concludes that the second cause of action for slander per quod against Beador lacks merit. As previously explained, because Plaintiff has failed to sustain his defamation claim, the fourth cause of action for "false light" similarly fails.

As discussed in the Court's tentative ruling, because Beador brought a motion to strike the entire complaint rather than discrete causes of action, the Court, before it determines whether to grant

Beador's motion, must now address the remaining causes of action alleged against Beador: trade libel and intentional/negligent interference with economic advantage.

Third Cause of Action for Trade Libel (by JMCO) against Beador

"Trade libel is the publication of matter disparaging the quality of another's property, which the publisher should recognize is likely to cause pecuniary loss to the owner." *ComputerXpress, Inc. v. Jackson* (2007) 93 Cal. App. 4th 993, 1010, citing *Leonardini v. Shell Oil Co.* (1989) 216 Cal. App. 3d 547, 572.

CACI 1731 provides the following elements to establish a trade libel claim:

- 1. That [name of defendant] made a statement that disparaged the quality of [name of plaintiff]'s [product/service];
- 2. That the statement was made to a person other than [name of plaintiff];
- 3. That the statement was untrue;
- 4. That [*name of defendant*] [knew that the statement was untrue/acted with reckless disregard of the truth or falsity of the statement];
- 5. That [name of defendant] knew or should have recognized that someone else might act in reliance on the statement, causing [name of plaintiff] financial loss;
- 6. That [*name of plaintiff*] suffered direct financial harm because someone else acted in reliance on the statement;
- 7. That [*name of defendant*]'s conduct was a substantial factor in causing [*name of plaintiff*]'s harm.

This cause of action essentially mirrors the second cause of action –but is asserted by JMCO rather than Bellino. For the same reasons discussed in the context of the second cause of action, the Court finds this cause of action also lacks merit. Moreover, nowhere in the challenged statements is JMCO or the apparent tradename given the trampoline park, "Skyzone," even mentioned. There is no evidence nor allegation in the pleadings to suggest how or why anyone hearing the statements about Bellino being sued or having sold his interest in his "trampoline park" would presume this to be a statement about JMCO or Skyzone.

Fifth and Sixth Causes of Action for Intentional and Negligent Interference with Prospective Economic Advantage (by JMCO) against Beador

The elements of a cause of action for intentional interference with prospective economic advantage are: (1) an economic relationship between the plaintiff and some third party, with a reasonable probability of future economic benefit or advantage to the plaintiff; (2) the defendant's knowledge of the relationship; (3) intentional acts on the part of the defendant designed to disrupt the relationship; (4) actual disruption of the relationship; and (5) economic harm to the plaintiff proximately caused by the acts of the defendant. *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1153; *Plummer v. Day/Eisenberg* (2010) 184 Cal.App.4th 38, 51.

The elements of a negligent interference with prospective economic advantage are: (1) an economic relationship existed between the plaintiff and the third party which contained a

reasonably probable future economic benefit or advantage to plaintiff; (2) the defendant knew of the existence of a relationship and is aware of should have been aware that if he did not act with due care, his actions would interfere with this relationship and cause plaintiff to lose, in whole or in part, the probable future economic benefit or advantage of the relationship; (3) the defendant was negligent; and (4) such negligence caused damage to plaintiff in that the relationship was actually interfered with or disrupted and plaintiff lost, in whole or in part, the economic benefits or advantage reasonably expected from the relationship. *North American Chemical Co. v. Superior Court*, 59 Cal. App. 4th 764, 786 (1997).

The tort of negligent interference with economic relationship arises only when the defendant owes the plaintiff a duty of care. *LiMandri v. Judkins*, 52 Cal. App .4th 326, 348 (1997). The key component in determining whether the relationship between a plaintiff and defendant gives rise to a duty of care is the foreseeability of the harm suffered by the plaintiff. *Id.* at 349.

As to the interference complained of, to recover for interference with prospective economic advantage, a plaintiff must plead and prove the defendant's interference was wrongful by some measure beyond the fact of the interference itself. *Della Penna v. Toyota Motor Sales, U.S.A., Inc.* (1995) 11 Cal.4th 376, 392-393; *National Medical Transportation Network v. Deloitte & Touche* (1998) 62 Cal.App.4th 412, 440. Wrongful conduct is insufficient if it is merely unfair or immoral or the product of an improper but lawful purpose. Rather, an act is independently wrongful if it is unlawful, that is, if it is proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard. *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1159. However, the "wrongful conduct" need not be intentional or even willful. *Venhaus v. Shultz* (2007) 155 Cal.App.4th 1072, 1079.

As to the economic advantage interfered with, a plaintiff must show the existence of an economic relationship with some third party that contains the probability of future economic benefit to the plaintiff. This tort therefore "protects the expectation that the relationship eventually will yield the desired benefit, not necessarily the more speculative expectation that a potentially beneficial relationship will arise. *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal. 4th 1134, 1164.

Here, JMCO has not presented evidence of specific actual or prospective economic relationships that disrupted because of Beador's comments about the dangers of trampoline parks. JMCO has failed to present competent evidence that Beador knew of these specific and actual relationships. JMCO has failed to show actual damages or causation. JMCO has thus failed to show a probability of prevailing on the merits of these causes of action.

As explained Gilbert v. Sykes, (2007) 147 Cal. App. 4th 13, 34:

"The constitutional privilege applies not merely to defamation but to "all claims whose gravamen is the alleged injurious falsehood of a statement." (*Blatty, supra,* 42 Cal.3d at p. 1042, 232 Cal.Rptr. 542, 728 P.2d 1177). Thus, the collapse of Sykes's defamation claim spells the demise of all other causes of action in the cross-complaint such as intentional and negligent interference with economic advantage and intentional infliction of emotional distress, all of which allegedly arise from the same publications on Gilbert's

Web site. (See *Seelig, supra*, 97 Cal.App.4th at p. 812, 119 Cal.Rptr.2d 108.) As the state Supreme Court observed, " 'to allow an independent cause of action for the intentional infliction of emotional distress, based on the same acts which would not support a defamation action, would allow plaintiffs to do indirectly what they could not do directly. It would also render meaningless any defense of truth or privilege.' " (*Fellows v. National Enquirer, Inc.* (1986) 42 Cal.3d 234, 245, 228 Cal.Rptr. 215, 721 P.2d 97, quoting *Flynn v. Higham* (1983) 149 Cal.App.3d 677, 682, 197 Cal.Rptr. 145.)"

Therefore, each cause of action asserted against Beador lacks merit because (among other reasons, as stated) there is no competent evidence submitted by Plaintiff of actual damages. As a consequence, the Court now grants Beador's motion to strike.

B. Judge's Motion to Strike

The Court remains convinced that Plaintiff has presented sufficient evidence to sustain his slander per se cause of action against Judge. Her motion to strike directed at the first cause of action is denied for the reasons expressed in the tentative ruling. For similar reasons, and again consistent with the Court's tentative, the motion to strike is denied as to the fourth cause of action.

As to the second cause of action, beyond the profanities directed toward Plaintiff which this Court has already dispensed with, Plaintiff challenges Judge's commentary regarding the Bellinos' marriage. Here Judge requested that the Court revisit Exh D to Bellino's declaration. She argued that there is no evidence that Judge said the divorce is a sham. The Court has revisited Exh D and (as discussed above) has considered the alleged verbatim transcript of the relevant statements. Judge's statements make limited mention of the Bellino divorce other than to suggest "he wants spousal support" and that "everything is in her name." Judge then, in the very next immediate statement, offers: "he's going to jail."

Thus, Judge's statements about the Bellino marriage seem to be wrapped up with the "slander per se" claims. The divorce comments are ambiguous at best as suggesting any standalone misdeeds. Use of the words "sham" or "fake" divorce were those of the narrator on the website that re-broadcast the interview--not statements by Judge. In context, Judge's statements appear to suggest there is something tactical about the divorce, perhaps even some sort of "preconviction" estate planning.

Regardless, the "sham divorce" comments (if that is how they were to be understood) remain at best slander per quod subject to special proof of damages. Again, this is presumably why these statements are not alleged in the first cause of action for "slander per se." But here again, there is no evidence of damages with a nexus to this alleged "slander per quod." Instead, Bellino states that investors learning about the fact that "he's going to jail" will no longer deal with him. (see Bellino Decl. in opposition to Judge's mtn, ¶22.) This, is not evidence that the purported "sham divorce" statements caused special injury.

.

Consequently, the Court now grants Judge's motion to strike the second cause of action for defamation per quod.

C. Summary

In sum, Beador's motion to strike is granted in its entirety. Judge's motion is granted as to the second cause of action and denied as to the first and fourth causes of action.

Exhibit M

Exhibit M

'RHOC' Star Alexis Bellino's Ex-Husband Sues Comedian Heather McDonald

10/23/19, 12:01 AM

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OC' Star Alexis lino's Exsband Sues nedian Heather Donald

Ryan Naumann TheBlast June 25, 2019



The ex-husband of "Real Housewives of Orange CATALINA County" star Alexis Bellino has slapped comedian Heather McDonald with a \$1 million lawsuit ov What to Read Next podcast she did with Tamra Judge and Shannon Beador.

According to court documents obtained by The Blast, Jim Bellino filed suit against McDonald or Monday in Orange County.

He is accusing her of defaming him by allowing Judge and Beador to talk about his divorce fron**Zooey Deschanel's Husband Files for Di** Alexis and his trampoline business and then publishing the allegedly defamatory statements on her podcast.

He is suing for damages in excess of \$1 million.

Last year, Jim Bellino sued Beador and Judge,

accusing them of defaming his good name by trashing his family on the podcast with McDona

He accused the reality stars of spreading lies th**25** Unwatchable Movies as Per Rotten Tr his divorce was fake and that his trampoline DirectExpose Ad 🔅 business had left customers paralyzed and claimed, "he's going to jail."

Jim sued seeking in excess of \$1 million for the damage Tamra and Shannon allegedly caused I life.

The reality stars fired back, demanding the case against them be dismissed. Both denied defaming Jim and said all of their statements were rooted admissions scandal truth.

The judge dismissed all claims against Beador, noting that Bellino failed to establish a probability of prevailing against Beador on the defamation and other claims, and as a result, the "complaint is stricken in its entirety against Ms. Beador. The clerk shall enter judgment for Ms. Beador."

The Orange County judge also awarded Beador a total of \$137,340.25 for legal bills in the case.

Tamra Judge, who was also a defendant in the lawsuit, has not been dismissed and the case against her is continuing on.

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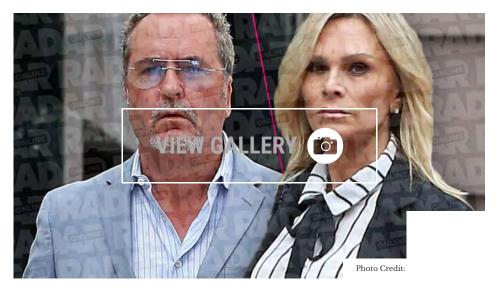
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PAYDAY! TAMRA JUDGE FACES OFF AGAINST JIM BELLINO IN 'TENSE' COURT MEDIATION

'RHOC' star fighting \$1M defamation lawsuit for calling him a 'shady motherf**ker.' MARCH 1, 2019 @ 21:04PM



The Real Housewives of Orange County star Tamra Judge was photographed entering a Los Angeles courthouse today to face off against Jim Bellino, who is suing the reality star for defamation after she called him a "shady mother f**ker." A source told RadarOnline.com exclusively Tamra and Jim's meeting was "very tense, to say the least." Click through 7 shocking photos, as Radar reveals what went down during Tamra's second day in negotiations with Jim.

Written by James Vituscka JIM BELLINO **TAMRA JUDGE**

THE REAL HOUSEWIVES OF ORANGE COUNTY

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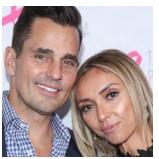
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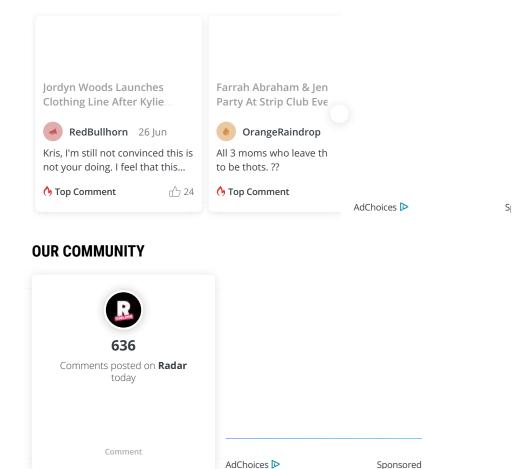
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Not worth my time. Or anybody else's.

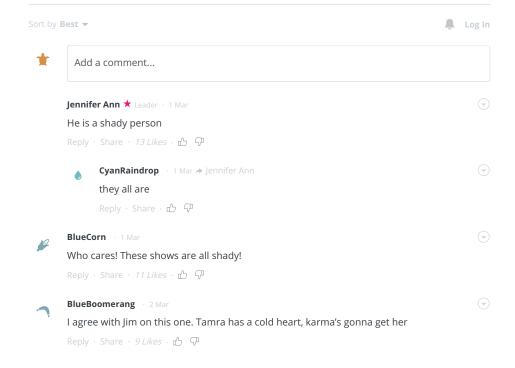
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Jim Bellino Adds Heather McDonald to Tamra Judge Lawsuit

🛗 On June 27, 2019 / By AllThingsRH

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Jim Bellino, ex-husband of former *RHOC* star Alexis Bellino, is suing Heather McDonald defamation, amid his lawsuit with Tamra Judge and Shannon Beador for the same thing.

Jim claims that McDonald, 49, Beador, 55, and Judge, 51, "shamelessly 'dished' and peddled unsubstantiated gossip about the former couple and their divorce" during a live taping of her podcast, *Juicy Scoop with Heather McDonald*, at the Irvine Improv in California, per court documents obtained by Page Six on Wednesday.

McDonald later published the podcast on various platforms, causing a larger audience to listen to the interview.

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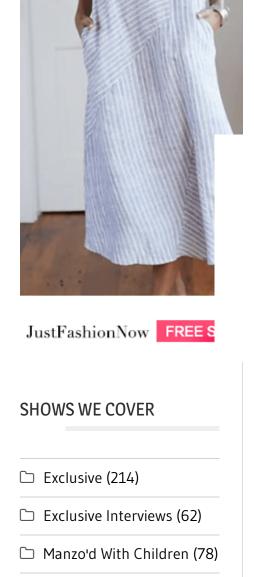
"When the subject turned to Jim and Alexis, the interview took a vicious turn," he alleges, describing the conversation: "Judge then offered and answered the question: "Why is he wanting spousal support? I have a theory. Everything's in her name. He's going to go to jail. Yeah, he's a shady mothaf–ka!" He added that Beador discussed his trampoline park business with McDonald, stating that he was sued over it and as a result, "I won't let my kids go because people get paralyzed, and they, and apparently that happens."

Jim claims that McDonald "published the foregoing defamatory statements knowing that they were false" and that in doing so, he lost over \$1 million in potential business.

He first filed a suit against Beador and Judge last fall, alleging that they spewed false information about him on during a *Watch What Happens Live with Andy Cohen* appearance. Judge and Beador asked for the case to be dismissed, but so far only Beador is in the clear.

Shannon was dismissed from the \$1 million lawsuit in January and was awarded \$137,340.25 for her legal fees regarding the matter.

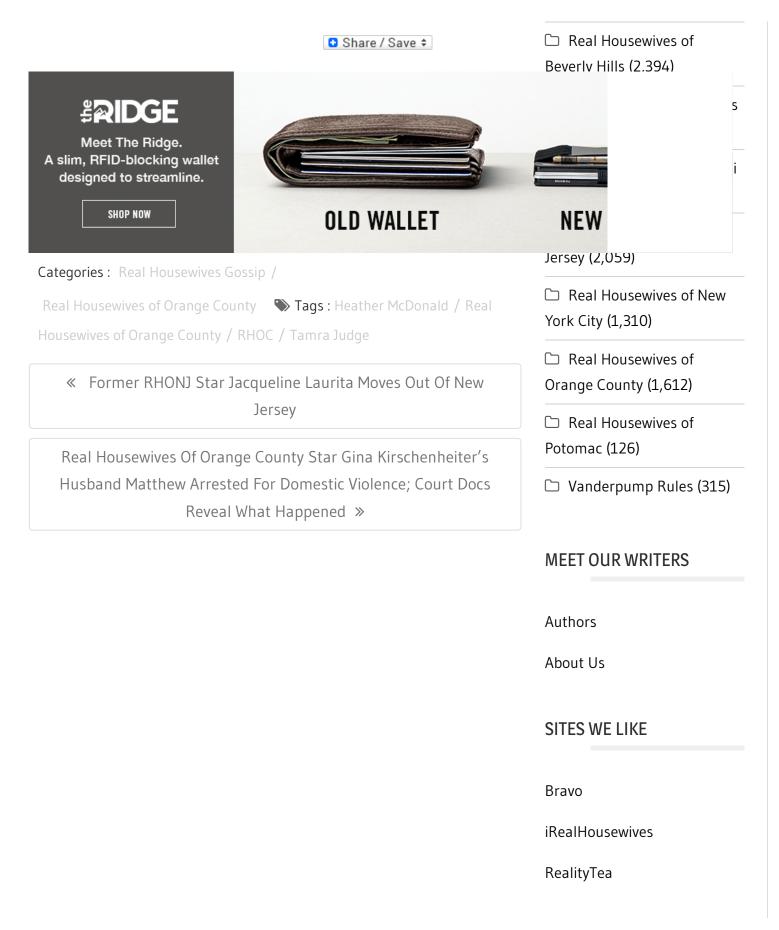
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watching in ohio · 2 months ago

I hope the "fake Christian" filthy mouthed vicious Tamra Judge gets hers.. she cheated on Simon with Eddie who is a rumored bisexual gay man.. who now has serious heart issues! Her eldest boy- man Ryan is so screwed up he can't have an adult emotional relationship,her daughter Sydney won't have anything to do with her and she just emotionally manipulates the other two into being around her! Karma anyone?! What is in this narcissist's "black little heart" comes out.."out of the abundance of a man's heart he speaks"..filth, slander and lying"! This woman is a " Christian in name only.. a hypocrite and an unrepentant adulteress!

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Melody Monahan • 2 months ago

Sounds like this man is bitter at everyone over his own stupid decisions. I thought his idea to open the trampoline park was dumb. Sounds like it didn't fair well as expected so he is blaming everyone for anything. It is a free world wit h free speech. Did they say the nicest thin gs no but how many people truly heard it? Not that many. Get real. He is a fool he was on the show and continues to be so.

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Jim Bellino sues Heather McDonald for defamation

By Chelsea Hirsch

June 26, 20

Jim Bellino and Heather Mcdonald Getty Images

Jim Bellino, the ex-husband of "Real Housewives of Orange County" star Alexis Bellino, is now suing Heather McDonald for defam amid his lawsuit with "RHOC" stars Tamra Judge and Shannon Beador for the same thing.

Jim claims that McDonald, 49, Beador, 55, and Judge, 51, "shamelessly 'dished' and peddled unsubstantiated gossip about the Be their divorce" during a live taping of her podcast, "Juicy Scoop with Heather McDonald," at the Irvine Improv in California, per cour documents obtained by Page Six on Wednesday. McDonald later published the podcast on various platforms, causing a larger auc listen to the interview.

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Jim, 57, claims that McDonald "published the foregoing defamatory statements knowing that they were false" and that in doing so, over \$1 million in potential business.

He first filed a suit against Beador and Judge last fall, alleging that they spewed false information about him on during a "Watch WI Happens Live with Andy Cohen" appearance. Judge and Beador asked for the case to be dismissed, but so far only Beador is in the second second

She was dismissed from the \$1 million lawsuit in January and was awarded \$137,340.25 for her legal fees regarding the matter.

McDonald's rep did not immediately get back to us.

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Judge Denies Jim Bellino's Requests for Tamra Judge's Text Messages In \$1 Million Lawsuit



LINDSAY CRONIN October 23, 2018 9:41 am



Tamra Judge will not have to hand over text messages exchanged with Heather McDonald to her former *Real Housewives of Orange County* co-star, Jim Bellino.

Weeks ago, Jim filed documents requesting messages sent between the two women prior to Tamra's appearance on *Juicy Scoop* because he believed they would prove comments made by Tamra on the show were premeditated.

On October 22, Radar Online shared details regarding the latest development in Jim's \$1 million lawsuit against Tamra and her co-star, **Shannon Beador**, revealing a judge shut down his motion on October 18.

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During a hearing at the Orange County Superior Court, Judge Layne H. Melzer ruled against Jim's motion for discovery and continued his case against the reality stars to December 6. As the outlet explained, in California, all requests for discovery are required to be put on hold after a party files an anti-SLAPP motion.



An anti-SLAPP motion in created to strike a complaint due to freedom of speech.

"As a result, a plaintiff who brings a defamation action subject to the malice standard cannot show good Exhibit M - Page 18 cause for discovery on the question of actual malice without making a prima facie showing first that the defendant's published statements contain provably false factual assertions," Melzer wrote.

Jim filed his \$1 million lawsuit against Tamra and Shannon in September after they labeled him a "shady mother***er" and suggested he was "going to jail" during a June appearance on Heather's podcast.

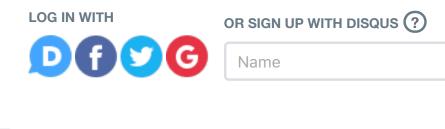
Also during the appearance, Shannon claimed people had been paralyzed at one of Jim's trampoline parks.

"I am not amused and will be seeking full compensation for the damages to my reputation and my business and all of the pain and suffering that Judge and Beador have put me and my family through during a very personally difficult time in my life," Jim said in a statement to Radar Online after filing the suit.

Following Jim's lawsuit filing, Tamra filed documents of her own, requesting the case be dismissed.

Photos Credit: Vince Flores/startraksphoto.com, Norman Scott/startraksphoto.com







~Medusa~ *Not-A-Bot* • 10 months ago

Jim is mistaken. He doesn't have a reputation worth restoring. For that, he deserves a whole 2 cents.

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UnrealHousewife57 A Guest • 10 months ago

If the anti-slapp gets approval, he will be. And possibly a judgement for them as well.

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wickertable — I know this is way OT, but any other Blurbers in FL? It's supposed to hit us as a Cat 4 on Mon., and gas stations,

РНОТО: ...

67 comments • 11 hours ago

David's Chips — And of course there is a fluffy dog in their arms. Love it!

RHOBH ...

95 comments • 7 hours ago

Southern ...

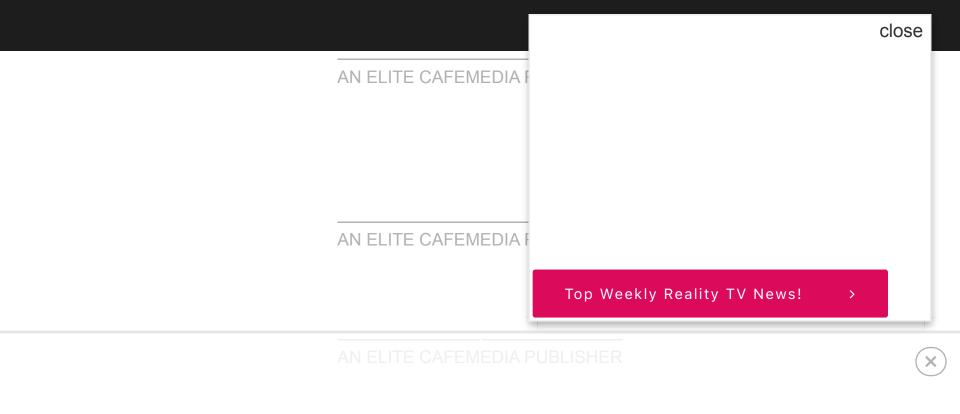
51 comments • 14 hours ago

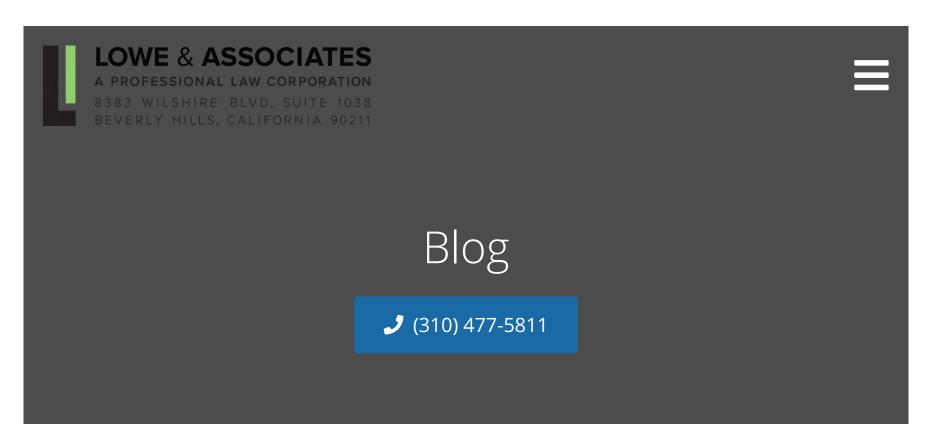
Squirrellie — Madison is one thirsty white trash girl. hehee

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Exhibit M - Page 21







ONE REAL HOUSEWIVES STAR OFF THE HOOK, ANOTHER STILL IN LIMBO

Posted by Steven T. Lowe | Feb 02, 2019 | 0 Comments

Orange County Superior Court Judge Layne H. Melzer granted "The Real Housewives of Orange County" star Shannon Beador's Motion to Strike a complaint filed by James Bellino, the husband of former cast member Alexis Bellino, under California's anti-SLAPP statute.

A California judge has allowed "The Real Housewives of Orange County" star Shannon Beador to avoid a \$1 million defamation suit launched against her and one of her costars, Tamra Judge.

In a 14-page minute order issued on January 7, 2019, Orange County Superior Court Judge Layne H. Melzer granted Beador's motion to strike James Bellino's complaint under California's anti-SLAPP statute, which is intended as a way to terminate lawsuits that involve the exercise of free speech, early in the process. Judge Melzer ruled there was no evidence that Beador's statements about Bellino's trampoline park business caused any damages to him or his business. Judge Melzer wrote that Beador's statements that she had heard that Bellino no longer owned a trampoline park because he was sued, and that she won't let her children go to trampoline parks because "people get paralyzed," was not slander per se, and that Bellino hadn't shown he was injured by those statements.

Judge Melzer, however, denied the anti-SLAPP motion filed by Beador's co-defendant and fellow "Real Housewives of Orange County" star Tamra Judge, ruling that her statements that Bellino got a "fake" divorce and was "going to jail" were in fact slander per se and can not be dismissed as just jokes. "While defendants describe the show as designed to be amusing and funny, there is no suggestion that the participants were simply doing a comedy routine," Judge Melzer wrote. "They were 'dishing' about the show's participants."

Bellino, the ex-husband of former "Real Housewives" star Alexis Bellino sought over \$1 million in damages in his July 2018 lawsuit that accused Beador and Judge of slandering him and his business Jump Management Co. LLC during a live interview with podcast host Heather McDonald, held in June 2018 at the Irvine Improv Comedy Club.

Bellino is represented by Geoffrey A. Neri of Brown Neri Smith & Khan LLP.

Beador is represented by Brett Williamson, Bo Pearl, Nora Salem and Kurt Brown of O'Melveny & Myers LLP.

Judge is represented by Jason H. Anderson of Stradling Yocca Carlson & Rauth APC.

The case is James Bellino et al. v. Tamra Judge et al., case number 30-2018-01008497, in the Superior Court of the State of California for the County of Orange

* Lowe & Associates ("The Firm") is a boutique entertainment and business litigation firm located in Beverly Hills, California. The Firm has extensive experience handling cases involving entertainment law, having provided top quality legal services to its clients since 1991. The Firm is recognized in multiple publications for its many achievements and high ethical standards, including Martindale-Hubbell and Super Lawyers.

Find us at our website at www.LoweLaw.com



🔓 Like 0



About the Author



Steven T. Lowe

With more than 30 years of experience, Steven T. Lowe is one of the entertainment industry's preeminent attorneys. Known for, among other things, his groundbreaking work in the field of copyright law, his firm's devotion to advancing the interests of artists, creators, writers,

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Exhibit M - Page 29

Tamra Judge wants former 'RHOC' star Jim Bellin lawsuit tossed

By Chelsea Hirsch

September 12, 2018



Tamra Judge and Jim Bellino Getty Images

Tamra Judge is standing by her opinion.

The "Real Housewives of Orange County" star asked a judge to dismiss former co-star Jim Bellino's \$1 million lawsuit against her on Monday, per court documents obtained by Page Six on Wednesday.

Judge, 51, claimed in her court documents that she never defamed or spread false information about Bellino, 56, or his businesses – statements on "Watch What Happens Live with Andy Cohen" and elsewhere were simply her thoughts. She also alleged that he did

suffer any damages as a result of her opinions, so the lawsuit should be dismissed.

Shannon Beador separately filed a proposed order to dismiss herself from the case as well. A judge has not signed off yet.

Bellino sued the reality stars earlier this summer for defamation after accusing them of claiming that his divorce was fake and customers were being injured at his trampoline playground businesses.

Bellino — who recently finalized his divorce from "Jesus Jugs" Alexis — is also being sued by his former business partner for \$350,000.

"Ms. Judge's motion, which we will vigorously oppose, is a weak attempt to recast her malicious statements as mere 'opinion" or 'hyperbole,' "Bellino's attorney Geoffrey A. Neri told Page Six. "This is simply not the case, as we will demonstrate in our opposition. We look forward to holding Ms. Judge fully accountable for her malicious smear campaign against Mr. Bellino."

FILED UNDER CELEBRITY LAWSUITS, REAL HOUSEWIVES OF ORANGE COUNTY, TAMRA JUDGE

Recommended by

Page 2 of 2

Exhibit N

Exhibit N

		ELECTRONICALLY FILED Superior Court of California, County of Orange	
1	BRETT J. WILLIAMSON (S.B. #145235)	09/10/2018 at 07:43:00 PM	
2	bwilliamson@omm.com JAMES BO PEARL (S.B. #198481)	Clerk of the Superior Court By Jeanette Torres-Mendoza,Deputy Clerk	
3	jpearl@omm.com NORA N. SALEM (S.B. #307968)		
4	nsalem@omm.com O'MELVENY & MYERS LLP		
5	610 Newport Center Drive 17 th Floor		
6	Newport Beach, California 92660-6429 Telephone: +1 949 823 6900		
7	Facsimile: +1 949 823 6994		
8	Attorneys for Defendant SHANNON BEADOR		
9			
10	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA	
11	COUNTY OF ORANGE - CE	ENTRAL JUSTICE CENTER	
12			
13	JAMES BELLINO, an individual; and JUMP MANAGEMENT CO., LLC, a California	Case No. 30-2018-01008497-CU-DF-CJC	
14	limited liability company,	DECLARATION OF NORA N. SALEM IN SUPPORT OF DEFENDANT	
15	Plaintiffs,	SHANNON BEADOR'S SPECIAL	
16	v.	MOTION TO STRIKE PLAINTIFFS' COMPLAINT PURSUANT TO THE	
17	TAMRA JUDGE, an individual; SHANNON BEADOR, an individual; and DOES 1 through	CALIFORNIA ANTI-SLAPP STATUTE, CODE OF CIVIL PROCEDURE	
18	10, inclusive,	SECTION 425.16	
19	Defendants.		
20		Date: October 18, 2018	
21		Time: 2:00 p.m. Reservation ID: 72886680	
22		Action Filed: July 27, 2018	
23		Judge: Hon. Layne H. Melzer	
24			
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26			
27			
28			
	DECLARATION OF NORA N. SALEM IS		
	SPECIAL MOTION TO STRIKE		

DECLARATION OF NORA N. SALEM 1 2 I, Nora N. Salem, hereby declare and state as follows: 3 1. I am an attorney at law duly admitted to practice before all the courts of the State of California. I am an associate with O'Melveny & Myers LLP, attorneys for Defendant Shannon 4 5 Beador. I have personal knowledge of the matters recited herein, and, if called as a witness, I 6 could and would testify thereto. 7 2. Attached hereto as Exhibit 1 is a true and correct copy of a printout from the 8 Inquisitr website https://www.inquisitr.com/2216463/alexis-bellino-sued-over-allegedly-9 dangerous-trampoline-business/, captured on August 22, 2018, of the article entitled, Alexis 10 Bellino Sued Over Allegedly 'Dangerous' Trampoline Business, written by Lindsay Cronin and posted on July 1, 2015. 11 3. 12 Attached hereto as **Exhibit 2** is a true and correct copy of a printout from the Fame10 website https://www.fame10.com/entertainment/7-things-you-didnt-know-about-rhoc-13 star-shannon-beador/?streamview=all, captured on September 5, 2018, of the article entitled, 7 14 Things You Didn't Know About Shannon Beador, written by Katherine G., and posted on August 15 1.2016. 16 17 4. Attached hereto as **Exhibit 3** is a true and correct copy of a printout from the 18 Reality TV World website https://www.realitytvworld.com/news/bravo-the-real-housewives-oforange-county-premiere-march-21-3897.php, captured on September 2, 2018, of the article 19 20 entitled, Bravo's "The Real Housewives of Orange County" to Premier March 21, Reality TV World, written by Reality TV World staff and posted on January 6, 2006. 21 5. 22 Attached hereto as **Exhibit 4** is a true and correct copy of a printout from the Futon Critic website 23 http://www.thefutoncritic.com/news.aspx?id=20080626bravo01#PjOHexS7mX4KtI6i.99, 24 captured on September 2, 2018, of the press release entitled, Bravo's Hit Franchise Docu-Series 25 "The Real Housewives" Heads South for "The Real Housewives of Atlanta," and posted on June 26 26, 2008. 27 28 - 2 -

1 6. Attached hereto as **Exhibit 5** is a true and correct copy of a printout from the 2 Vulture website http://www.vulture.com/2012/10/25-most-devoted-fans.html, captured on 3 September 2, 2018, of the article entitled, The 25 Most Devoted Fan Bases, and posted on 4 October 15, 2012.

5

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8

7. Attached hereto as **Exhibit 6** is a true and correct copy of a printout from the Bustle website https://www.bustle.com/articles/180483-13-reasons-ill-never-stop-watching-real-7 housewives, captured on August 30, 2018, of the article entitled, 13 Reasons I'll Never Stop Watching "Real Housewives," written by Marendah Dobin and posted on August 30, 2016.

9 8. Attached hereto as **Exhibit 7** is a true and correct copy of a printout from the 10 Celeb Worth website https://www.thecelebworth.com/jim-bellino-plastic-surgery/, captured on 11 August 31, 2018, of the article entitled, Jim Bellino Plastic Surgery, and posted on May 20, 2018.

9. 12 Attached hereto as **Exhibit 8** is a true and correct copy of a printout from the 13 Reality Tea website https://www.realitytea.com/2010/12/22/oc-housewives-jim-bellino-sued-for-14 fraud-to-sue-chase-bank/#4aMMWOki2Mutj9zj.99, captured on September 5, 2018, of the article 15 entitled, OC Housewives' Jim Bellino Sued For Fraud, To Sue Chase Bank?, and posted December 22, 2010. 16

17 10. Attached hereto as **Exhibit 9** is a true and correct copy of a printout from the 18 Bravo TV website http://www.bravotv.com/the-daily-dish/see-where-jim-proposed-to-alexis-19 bellino, captured on September 5, 2018, of the article entitled, See Where Jim Proposed to Alexis 20 Bellino, and posted May 29, 2015.

21 11. Attached hereto as **Exhibit 10** is a true and correct copy of a printout from the 22 Psychology Today website https://www.psychologytoday.com/us/blog/the-mindful-self-23 express/201303/why-we-cant-stop-watching-the-real-housewives, captured on September 2, 24 2018, of the article entitled, Why We Can't Stop Watching "the Real Housewives" Why We're Fascinated by the Drama & Decadence of Reality Television, written by Melanie Greenberg, PhD 25 26 and posted on March 19, 2013.

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- 28

1 12. Attached hereto as Exhibit 11 is a true and correct copy of a printout from the
 Orange County Register website https://www.ocregister.com/2010/12/10/one-of-housewife hubbys-companies-files-for-bankruptcy-protection/, captured on August 29, 2018, of the article
 entitled, *One of Housewife hubby's companies files for bankruptcy protection*, written by Richard
 Chang and posted on December 10, 2010.

6 13. Attached hereto as Exhibit 12 is a true and correct copy of a printout from the US
7 Magazine website https://www.usmagazine.com/celebrity-news/news/alexis-jim-bellino-break8 their-silence-after-divorce-filing/, captured on August 29, 2018, of the article entitled, *Alexis and*9 *Jim Bellino Break Their Silence After Divorce Filing: 'We Were Never Perfect'*, written by Sarah
10 Hearon and posted on June 28, 2018.

Attached hereto as Exhibit 13 is a true and correct copy of a printout from the
 Orange County Register website https://www.ocregister.com/2010/12/22/housewife-husband being-sued-for-fraud-2/, captured on August 29, 2018, of the article entitled, '*Housewife*'
 husband being sued for fraud, written by Richard Chang and posted on December 22, 2010.

15 15. Attached hereto as Exhibit 14 is a true and correct copy of a printout from the
Blast website https://theblast.com/alexis-bellino-estranged-husband-lawsuit/, captured on August
30, 2018, of the article entitled, '*RHOC' Star Alexis Bellino's Estranged Husband Sued by Ex- Business Partner*, written by Ryan Naumann and posted on July 25, 2018.

Attached hereto as Exhibit 15 is a true and correct copy of a printout from the Net
 Worth Post website https://networthpost.org/jim-bellino-net-worth/, captured on August 29, 2018,
 of the article entitled, *Jim Bellino Net Worth 2018: Wiki, Married, Family, Wedding, Salary, Siblings*, written by Frank Iwanowski and posted on December 28, 2017.

23 24

17. Attached hereto as **Exhibit 16** is a true and correct copy of compilation of screenshots from the website http://jimbellino.com/, captured on September 4, 2018.

18. Attached hereto as Exhibit 17 is a true and correct copy of a printout from the All
About Truth website https://www.allabouttrh.com/2018/06/25/jim-bellino-creates-odd-websiteto-provide-facts-and-dispel-the-myths-plus-could-his-divorce-from-alexis-be-a-ruse/, captured on

28

- 4 -

August 29, 2018, of the article entitled, *Jim Bellino Creates Odd Website to Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse?!?!*, written by Lara Sophia
 and posted on June 25, 2018.

Attached hereto as Exhibit 18 is a true and correct copy of a printout from the Los
Angeles Time website http://www.latimes.com/socal/daily-pilot/entertainment/tn-wknd-et-1204trampoline-parks-20161126-story.html#, captured on September 4, 2018, of the article entitled, *Jumping on a trend: Indoor trampoline parks are big business for owners, and fun and exercise for kids and adults*, written by Jessica Peralta and posted on December 2, 2016.

9 20. Attached hereto as Exhibit 19 is a true and correct copy of a printout from the
10 Today website https://www.today.com/news/how-safe-are-trampoline-parks-their-popularity11 soars-so-do-t134126, captured on September 5, 2018, of the article entitled, *How safe are*12 *trampoline parks? As their popularity sours, so do injuries*, written by Eun Kyung Kim and
13 posted on July 25, 2018.

Attached hereto as Exhibit 20 is a true and correct copy of a printout from the Fox
News website http://www.foxnews.com/health/2016/08/16/more-evidence-trampoline-parks-aredangerous-places-for-kids.html, captured on September 5, 2018, of the article entitled, *More evidence trampoline parks are dangerous places for kids*, and posted August 16, 2016.

Attached hereto as Exhibit 21 is a true and correct copy of a First Amended
 Complaint for Personal Injury, from the action *Harman v. Sky Zone, LLC., et al.*, filed on April
 28, 2015 in Orange County Superior Court, Case No. 20-2015-00770553-CU-PO-CJC.

21 23. Attached hereto as Exhibit 22 is a true and correct copy of a printout from the
22 Twin Cities website https://www.twincities.com/2017/01/13/brainerd-man-paralyzed-in23 trampoline-park-accident-settles-for-3m/, captured on September 4, 2018, of the article entitled,
24 *Brainerd man paralyzed in trampoline park accident settles for \$3M*, and posted January 13,
25 2017.

26 24. Attached hereto as Exhibit 23 is a true and correct copy of a printout from the
27 Global News website https://globalnews.ca/news/3170982/sherwood-park-teen-breaks-his-neck28

DECLARATION OF NORA N. SALEM ISO DEFENDANT SHANNON BEADOR'S SPECIAL MOTION TO STRIKE

- 5 -

at-trampoline-park-family/, captured on September 5, 2018, of the article entitled, *Sherwood Park teen breaks his neck at trampoline park: family*, written by Phil Heidenreich and posted on
 January 10, 2017.

Attached hereto as Exhibit 24 is a true and correct copy of a printout from the
American Academy of Pediatrics website https://www.aap.org/en-us/about-the-aap/aap-pressroom/Pages/AAP-Advises-Against-Recreational-Trampoline-Use.aspx, captured on September 5,
2018, of the article entitled, *AAP Advises Against recreational Trampoline Use*, and posted on
September 24, 2012.

9 26. Attached hereto as Exhibit 25 is a true and correct copy of a printout from the Fox
10 News website http://www.foxnews.com/health/2014/12/19/texas-woman-paralyzed-from-waist11 down-after-trampoline-accident.html, captured on September 4, 2018, of the article entitled,
12 *Texas woman paralyzed from waist down after trampoline accident*, and posted on December 19,
13 2014.

Attached hereto as Exhibit 26 is a true and correct copy of a printout from the
Reality Blurb! website https://realityblurb.com/2018/07/26/rhocs-jim-bellino-is-being-sued-byformer-business-partner-amid-divorce-from-alexis-bellino/, captured on September 7, 2018, of
the article entitled, *RHOC's Jim Bellino Is Being Sued By His Former Business Partner Amid Divorce from Alexis Bellino*, and written by Sola Delano and posted on July 26, 2018.

Attached hereto as Exhibit 27 is a true and correct copy of a Complaint for Breach
 of Contract, from the action *Hughes v. Bellino, et al.*, filed on July 10, 2018 in Orange County
 Superior Court, Case No. No. 30-2018-01004529-CU-CO-CJC.

22 29. Attached hereto as Exhibit 28 is a true and correct copy of a printout from the
23 TMZ website http://www.tmz.com/2018/06/28/alexis-jim-bellino-cease-and-desist-tamra-judge24 shannon-beador-real-housewives-orange-county/, captured on September 9, 2018, of the article
25 entitled, *Alexis Bellino's Estranged Hubby Threatens to Sue Tamra Judge, Shannon Beador*, and
26 posted on June 28, 2018.

- 27
- 28

30. Attached hereto as Exhibit 29 is a true and correct copy of a screenshot the Jim Bellino Entertainment Website Facebook page available at https://www.facebook.com/JimBellino62/, captured on September 9, 2018. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of September, 2018 at Newport Beach, California. By: Nora N. Salem - 7 -DECLARATION OF NORA N. SALEM ISO DEFENDANT SHANNON BEADOR'S SPECIAL MOTION TO STRIKE

EXHIBIT 1

Ξ



July 1, 2015

Alexis Bellino Sued Over Allegedly 'Dangerous' **Trampoline Business**

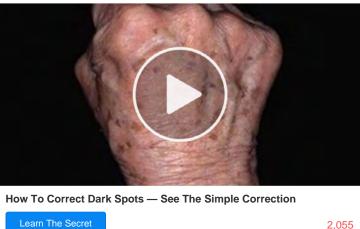




Alexis Bellino is facing a lawsuit. Nearly two years after the mother of three left The Real Housewives of Orange County, Bellino is reportedly being sued for running a "dangerous" trampoline business in Southern California.

Lindsay Cronin

On June 29, Radar Online reported the following.



2,055

"

"In a complaint filed in Orange County, a woman named Tisha Harman named Alexis and her husband Jim as co-defendants in a lawsuit alleging that their business, Sky Zone, is unsafe."

Sky Zone, which is located in Anaheim, California, is the "first indoor trampoline park," according to the company, and offers "open jumping" and "ultimate dodgeball."

In her lawsuit against Alexis Bellino, Harman claimed she suffered injuries due to the former reality star's alleged negligence.

Harman said she was injured when her foot "got caught under protective padding at the edge of a trampoline," and that her injuries "could have been prevented had there been proper training for staff and patrons, reasonable safety precautions, and adequate warnings of danger." Harman further claimed Alexis Bellino, and her husband, Jim, "did not prevent the park from getting over-crowded, and had defective equipment and improper padding."

Harman is requesting a payout for her hospital and medical bills, as well as lost wages and future wages.

As the *Inquisitr* previously reported, Alexis Bellino was reportedly fired from *The Real Housewives of Orange County*, along with Gretchen Rossi, following the series' eighth season. *E! News* was first to report the news.



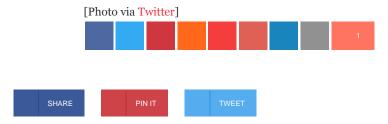
"Neither will be returning for season nine. The feeling is both of their journeys on the show have come to an end. Bravo is constantly looking at the casting and dynamics and it felt like time for a change."

One year later, Alexis Bellino began making headlines in regard to a possible Bravo return. At the time, Alexis Bellino had been spending a lot of time with longtime housewife Vicki Gunvalson, which led many to believe she could be coming back to the show for Season 10. However, just days later, *Radar Online* set the record straight, revealing producers had no plans for an Alexis Bellino comeback.

"Alexis is desperate for attention and by posting it likely is trying to get people think she is returning to the show, but she is not. Don't believe what you see there. None of the old housewives will be coming back to the show for this season. Bravo has no interest in their storylines, which is why they were gone in the first place!"

Alexis Bellino began starring on *The Real Housewives of Orange County* during the show's fifth season.

Alexis Bellino Sued Over Allegedly 'Dangerous' Trampoline Business



FEATURED BY POPSUGAR



AWKWAFINA AND THE CRAZY RICH ASIANS CAST READ INSPIRING FAN TWEETS ABOUT REPRESENTATION

Crazy Rich Asians has become one of the most talked-about films this Summer, and for good reason. Not only is it a truly perfect, feel-good rom-com that will have you quite literally cheering (over everything from badass Constance Wu to the incredibly fun, over-the-top visuals), but it's also groundbreaking, becoming the first major studio film in 25 years to have an all Asian-American cast in lead roles. This powerful moment of representation naturally led to people on Twitter sharing just how much this film means to them, so when we had the chance to sit down with Awkwafina, Ken Jeong, and Gemma Chan, they took a look at some of those exact messages. All of which made the cast both slightly emotional and extremely proud and grateful. Watch it all go down in the video above, and check out Crazy Rich Asians now in theaters everywhere!

Alexis Bellino Sued Over Allegedly 'Dangerous' Trampoline Business



ENTERTAINMENT

Entertainment Celebrities Music Movies

https://www.inquisitr.com/2216463/alexis-bellino-sued-over-allegedly-dangerous-trampoline-business/[8/22/2018 10:25:09 AM]

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TV

Famous Relationships

HEALTH & LIFESTYLE

Health Lifestyle Religion Family Geek Culture Food & Dining Fashion Shopping Travel

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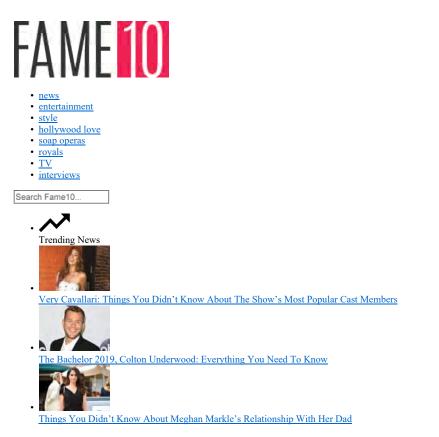
https://www.inquisitr.com/2216463/alexis-bellino-sued-over-allegedly-dangerous-trampoline-business/[8/22/2018 10:25:09 AM]

Exhibit N - Page 14

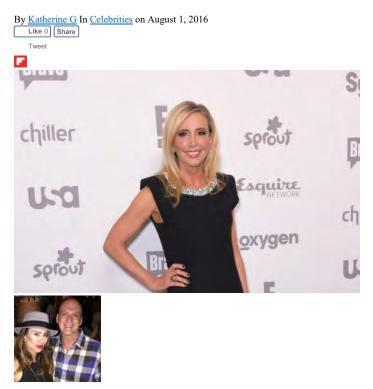
Alexis Bellino Sued Over Allegedly 'Dangerous' Trampoline Business

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EXHIBIT 2



7 Things You Didn't Know About RHOC Star Shannon Beador



<u>RHOC</u>

RHOC: 10 Things You Didn't Know About Kelly And Michael Dodd's Relationship



<u>RHOC</u> <u>10 Things You Didn't Know About The Real Housewives Of Orange County</u>

Shannon Beador joined *The Real Housewives of Orange County* back in season 9 and she's been a regular cast member ever since. She's known for her magic crystals, nine lemons in a bowl, odd holistic remedies and overall just being a little whacky at times but, regardless, fans love her! Shannon is definitely a no-nonsense lady and she's not afraid to stick up for herself which is a quality that is necessary for each and every housewife. She's a little old school in her way of thinking and behavior, but she offers a great mix to the group and vibes well with the other women...for now! Shannon Beador has only been on the show for a few seasons, but fans have seen her go through a lot of really heavy emotional and personal matters like infidelity, an almost-divorce and having her children find out about it all. Kudos to her though because she's managed to completely turn her marriage around and is now living a happily life! Here's a look at 10 things you didn't know about RHOC star Shannon Beador!

7. California Girl

Shannon Beador is a California girl. She talks briefly about her background while on the show and mentions that she comes from a well off family. She grew up in Bel-Air and lived in San Diego, Rancho Santa Fe while attending high school. She then went to the University of South Carolina (USC) and moved to Orange County after she graduated which is when she met her now husband, David Beador. Shannon and David now live in Newport with their three children, Sophia and twin daughters, Stella and Adeline.



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6. She Loves Feng Shui

Shannon is all about keeping energy levels balanced and living a holistic non-toxic life. She works with a Feng Shui consultant in order to let go of her anger and resentment and free her body of any negative energy. She said, "When my twins were born, my husband and I had to move our 3-year-old daughter into a new room. She screamed all night every night. We consulted doctor after doctor and finally Elaine was recommended to us. I was willing to give Feng Shui a try but my husband wasn't. I called Elaine anyway and when she came to our home, my husband was so angry that he would barely speak to Elaine. When she saw my daughters room, she immediately moved some furniture around and my daughter slept soundly from that night on...Our lives have drastically changed for the better since Elaine entered our life." Her favorite specialist is Dr. Moon, who has appeared on the show a few times now. Some of the odd quirks she follows involve always having a bowl with nine lemons in it sitting out in her home; she uses crystals for healing and even uses them on her children to cure illnesses and even has little fragments of jewels in her teeth which are said to be healing. She said the first two jewels cost her \$20,000!



Bravo TV

5. David's Affair

Shannon and David have been married 15 years, but despite the longevity of their relationship, it hasn't always been easy. Shannon revealed that the two of them had been fighting before they started filming the show and the day after the cameras entered into their home, David ran to the arms of another woman. Their marrital problems quickly became a storyline for the show, but during the first season Shannon didn't realize there was an affair going on and viewers simply thought the problem was tireless bickering. In fact, we now know the only person who knew about it was Heather Dubrow, but she was extremely discrete about it. Now that Shannon knows, things seem to be going better for the couple. They have been extremely open about the entire thing, not only on the show, but even with their children! David and Shannon did an interview with Andy Cohen on WWHL and divulged a lot of painful details. For example, Shannon said, "One day he handed Stella his wedding ring and said, 'Give this to your mother, I don't want it anymore." She also admitted that she found out about the affair because she heard him whispering to someone on the phone which was unusual. She got suspicious and looked through his things only to find receipts from hotels and she knew he was having an affair. One of the most hurtful things was that she knew the woman, Nicole McMackin. McMackin had tried to deceiffully start a friendship with Shannon in order to get details about her marriage and one day Shannon surprisingly moving forward from this mess, Shannon admits that she still sees the woman out from time to time which is hard, especially since her children know who she is. But they are adamant this affair was the best thing for their marriage because now they are all closer than ever.



4. She Once had the Largest House in Bonita Canyon

Fans of *The Real Housewives of Orange County* will know that in Orange County it's all about who has the biggest and baddest house. The title typically goes to Heather Dubrow who is always constructing a new mansion, but when Shannon joined the show she stole the title from Heather! Shannon's house has a basketball court inside for heaven's sake! She proudly showed off her home to the other housewives, but what she didn't mention was that it was the largest house in all of Bonita Canyon. When she first joined the show, Shannon invited Heather Dubrow over to tour her humble abode and viewers learned that her home was built by the same builder, architect and designer as the Dubrow's. This automatically makes Shannon's home extra fancy! This season the couple is moving on from their Bonita Canyon mansion and downsizing to something a little more practical. They insist it's not due to financial issues, but rather to get a fresh start and move on from the past. Shannon said there are a lot of awful memories in that home.



Bravo TV

3. She's All Organic

When she first joined the show, her Bravo bio described her as a woman who adheres to a strict holistic lifestyle, lives in a toxic free house with hospital grade air filtration and that her three daughters have never eaten cheddar cheese! The reason she deprives her children of this particular food is because she's afraid of the "orange dyes." We're going to assume there's not much 'fun' food in the Beador family home. In her first blog post she wrote, "I cannot control the environment in general, but I can control the environment of my home, and I choose to make that the healthiest one possible." Now as fans have gotten to know Shannon, we've seen a few of the unconventional things she does to stay healthy and toxin free, like her at home enema kits and how can we forget when she brought her traveling nebulizer to help with her breathing issues. Shannon does admit that while she's all about being environmentally friendly and non-toxic, but she's absolutely controversial because at the same time she drives an Escalade, colors her hair, drinks cocktails, eats out at restaurants and lives in a big ol' mansion. "I am a contradiction. I want to live in a non-toxic environment, yet I drive an Escalade. I want to be healthy, but I don't exercise. I don't make sense, I wish I could figure myself out." Well at least she admits it!



2. She's Against Technology

Just because Shannon had one of the biggest mansions on the show doesn't necessarily mean it's got all the perks! In fact, Shannon's house is a little dated when it comes to technology, but not because they can't afford it. Shannon doesn't have WiFi in her home because she's worried it can have a negative impact on her family's health and that it would interfere with their green living space. Her home was built with almost entirely environmentally safe materials. In addition to that, Shannon's children aren't allowed to have cell phones. It's not because she's overly strict with her children, but rather because she's concerned about radiation! During an episode of season 9 we hear Shannon's daughter complaining that all her friends have cell phones and she doesn't, but Shannon quips back that she's read countless reports which state "when you put a cell phone to your head, you're radiating your brain." We're not quite sure if they have a microwave…but they probably don't!



Bravo

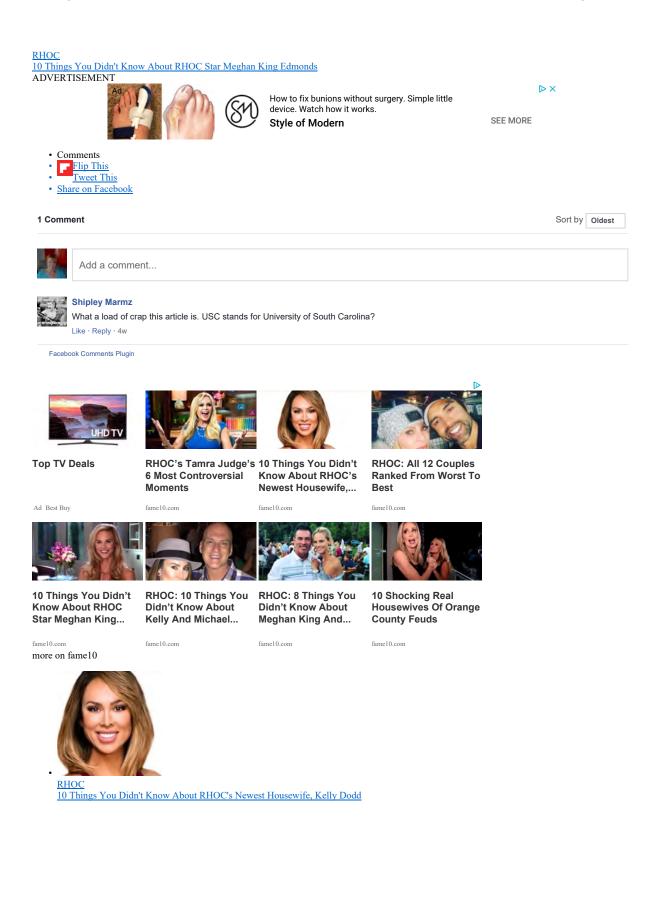
1. David's Arrest

Shannon's husband, David Beador, is the President of Beador Construction, a company created by his father. We must say, David and Shannon's marriage is in a much better place now, but it seems he's had quite the past. Not only did he have a wandering eye, but he's been arrested and charged with assault. Star magazine reported that Shannon told them the charge stems from a verbal argument between her and David, but the argument wouldn't end so she called the police. She maintains that he never hit her or that anything overtly serious happened and they've both moved on from the incident. Radar Online also reported that David was investigated and charged with "battery against cohabitant" and "assault" in 2003. Court records obtained by Radar Online state that David pleaded not guilty to both charges and they were eventually dismissed three years later.



Bravo







RHOC RHOC: 8 Behind-The-Scenes Secrets



<u>RHOC</u>

Real Housewives Of Orange County's 8 Biggest Scandals



RHOC 8 Things You Didn't Know About RHOC Star Heather Dubrow



<u>RHOC</u> RHOC: 8 Things You Didn't Know About Meghan King And Jim Edmonds' Relationship



RHOC 10 Things You Didn't Know About RHOC Star Tamra Judge



RHOC Cast Of RHOC: All 6 Housewives Ranked From Worst To Best



RHOC RHOC: 6 Things To Know About New Housewife Peggy Sulahian



RHOC: All 12 Couples Ranked From Worst To Best



RHOC

6 Things You Didn't Know About RHOC Stars Shannon And David Beador's Relationship



<u>RHOC</u> RHOC: 7 Things You Didn't Know About Tamra And Eddie Judge's Relationship



8 Things You Didn't Know About RHOC Stars Heather and Terry Dubrow's Relationship



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HOME > THE REAL HOUSEWIVES > THE REAL HOUSEWIVES OF ORANGE COUNTY



Bravo's 'The Real Housewives of Orange County' to premiere March 21

By Reality TV World staff, 01/06/2006



Bravo has announced that *The Real Housewives of Orange County*, its new reality documentary series, will premiere Tuesday, March 21 at 10PM ET/PT.

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First announced back in May without the "of Orange County" clause that makes it sound like a parental edition of MTV's Laguna Beach: The Real Orange County (which itself was presented as a reality version of Fox's The O.C.), Bravo doesn't try and hide the fact that like Laguna Beach, The Real Housewives was envisioned as an unscripted version of a popular primetime soap -- in this case ABC's smash-hit Desperate Housewives.

"Bravo continues to innovate in the reality TV genre with this riveting series exploring the complicated daily lives of five privileged women and their families," Bravo president Lauren Zalaznick stated in announcing the show's premiere date.

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depicts real-life desperate housewives with an authentic look at their competiting day-to-day drama."

A seven-episode series, *The Real Housewives* will document life in what Bravo calls "one of the wealthiest planned communities in the country." According to the network, the women "lead glamorous lives in a picturesque Southern California gated community where the average home has a \$1.6 million price tag and residents include CEOs and retired professional athletes."

All five the women "are used to the good life and will do everything they can to hang on to it." And "from diamond parties to Botox sessions to the stress of having a high-



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LATEST REALITY NEWS

married? Is she pregnant?

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Nikki Bella and Brie Bella celebrate their 10-year

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'Big Brother' live feeds spoilers: Who won the Head of Household houseguest competition?
'The Bachelorette' alum Luke Pell unveils new girlfriend Amanda Mertz
'Big Brother' recap: Faysal Shafaat evicted over Haleigh Broucher, Scottie Salton wins "Battle Back" competition

Colton Underwood would be a fascinating 'The Bachelor' star and what we want "in spades," Chris Harrison says

powered career," Bravo's cameras will follow it all.

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Not surprisingly, the network hasn't disclosed the exact ages of the Botox users, instead stating only that four of them are "40-something" while the fifth woman is a "20-something" trophy wife-to-be that will be marrying one of the neighborhood's divorced fathers.

The five women (just like *Desperate Housewives*, and complete with a younger latina) are:

• Kimberly Bryant, a 40-something woman that Bravo describes as "the classic trophy wife, thanks to her plastic surgeon and husband's money" (although no doubt several of the other women could be described similarly.) Kimberly has two children with her husband Scott, a corporate executive, and is said to be "incredibly articulate and hard-working."

 Jeana Keough, a 40-something former Playboy Playmate and actress who "is now" the wife of former major league baseball pitcher Matt Keough. A mother of three who has lived in the gated community for 19 years, Jeans also sells real estate "for fun" and the insider gossip.

• Vicki Gunvalson, a 40-something "successful, self-made woman to be reckoned with." Vicki has two teenage children -- the youngest of which is getting ready to leave for college -- and is a "lucrative insurance broker" and "devout Christian" who is on her second marriage.

• Lauri Waring, a 40-something woman who works as an insurance broker for Vicki. A mother of three (one of whom was just released from juvenile hall) who recently got divorced, Lauri has been "forced to downsize her lifestyle" and is said to be "struggling to regain her status in the community."

 Jo De La Rosa, a 20-something "newbie" member of the community who recently became engaged to Slade Smiley (yes, that does appear to be his real name), one of the community's divorced dads. Described as "confident and sexy," Jo is "trying to figure out her place in this strange new world."

SHOW CAST

Meghan King Edmonds

ENTERTAINMENT NEWS

'The Conners' casts young 'Roseanne' stars as series regulars

Alyssa Milano to be honored at the 2018 GLAAD Gala

Peter Dinklage defends 'My Dinner with Herve' casting after Herve Villechaize whitewashing claims

ABC's 'The Conners' spinoff of 'Roseanne' begins production

'Star Trek' to be honored at Creative Arts Emmy Awards

Ariana Grande's 'Sweetener' tops U.S. album chart

Janet Jackson receives BMI Icon Award at BMI R&B/Hip-Hop Awards

Michelle Branch gives birth to son Rhys: 'In love'

Eminem releases surprise new 'Kamikaze' album

Benji Madden wishes wife Cameron Diaz a happy birthday: "My one & only"

Gabrielle Union celebrates 4 years with her "best friend" Dwyane Wade

'Downton Abbey' movie adds Imelda Staunton, Stephen Campbell Moore, Simon Jones, David Haig and Tuppence Middleton

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Although The Real Housewives was obviously inspired by a blend of Desperate Housewives, Laguna Beach, and even The O.C., the show has no connection with any of the production companies involved in those shows. Instead, The Real Housewives of Orange County was "created" by executive producer Scott Dunlop and is produced by Kaufman Films and Dunlop Entertainment. Kevin Kaufman, Patrick Moses, and Dave Rupel -- for whom the network cites older reality shows Big Brother 2, Temptation Island, and The Real World: London that he got his start on but makes no mention of the more recent and unimpressive Bands Reunited and American Princess projects where he actually had an executive producer role -- also serve as executive producers.

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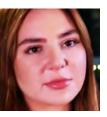




Prince Harry Dropped a Big Clue That Meghan May Be Pregnant



How Meri Broke Free From the 'Sister Wives' World



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Ryan Edwards

Pleads Guilty to Yet Another Crime

Amy Schumer reacts to edited bikini photo: "I like how I really look"

'Ariana Grande at the BBC' special to tape on Sept. 7

Ariana Grande recalls her "dope" first kiss with Pete Davidson

Lady Gaga: "I got to live my dream" in 'A Star is Born' movie

'Saved by the Bell' alums Mario Lopez and Tiffani Thiessen reunite

Tess Holliday on her 'Cosmopolitan' cover: "I broke into tears"

Emmy Rossum announces she's leaving Showtime's 'Shameless'

Aretha Franklin's funeral to have music legends and heads of state

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EXHIBIT 4

Exhibit N - Page 33

Breaking News - Bravo's Hit Franchise Docu-Series "The Real Housewives" Heads South for "The Real Housewives of Atlanta" | TheFutonCritic.com



BREAKING NEWS

[06/26/08 - 09:43 AM]

Bravo's Hit Franchise Docu-Series "The Real Housewives" Heads South for "The Real Housewives of Atlanta"

A special 30-minute preview of the series airs on Wednesday, July 30 at 12 a.m. ET/PT.

[via press release from Bravo]

BRAVO'S HIT FRANCHISE DOCU-SERIES "THE REAL HOUSEWIVES" HEADS SOUTH FOR "THE REAL HOUSEWIVES OF ATLANTA"

30-Minute Preview Special Airs Wednesday, July 30 at 12 AM ET/PT

NEW YORK June 26, 2008 Expanding on the success of the original hit series, "The Real Housewives of Orange County," and the watercooler sensation, "The Real Housewives of New York City," Bravo is heading south for its newest installment, "The Real Housewives of Atlanta." The seven episode series will follow five women from Atlanta's social elite � from NBA and NFL wives to sassy single moms \diamond as they juggle their burgeoning careers and busy home lives with the whirl of the south's hottest city. The announcement was made by Frances Berwick, Executive Vice President and General Manager, Bravo.

"Bravo's 'Real Housewives' franchise has resonated with our viewers across the country and we think they will be equally fascinated by the lavish lifestyles and personalities of these Atlanta wives," said Berwick. "They let us peek inside their exclusive, affluent community and see how they live their often dramatic lives and manage families and careers. There is truly never a dull day for them."

An up-close and personal look at life in Hotlanta, "The Real Housewives of Atlanta" follows five glamorous southern belles as they balance motherhood, demanding careers and a fast-paced social calendar, and shows what life is like in the most exclusive areas of Atlanta. These driven and ambitious women prove that they're not just "housewives," but entrepreneurs, doting mothers and classy southern women. These ladies show the world what it takes to live large in some of the hottest zip codes in the south. The Real Housewives of Atlanta are:

DeShawn Snow Snow and her husband Eric, captain of the Cleveland Cavaliers, recently moved to their dream home in Alpharetta, GA. Mother to three boys 🏟 nine-year-old EJ, six-year-old Darius and five-year-old Jarren, Snow is an active member of the New Birth Missionary Baptist Church. She exercises her faith by running The DeShawn Snow Foundation, a non-profit organization focused on improving self-esteem in teenage girls. She is a regular on the Atlanta social circuit and extremely active in local philanthropy, sitting on the board of three different charities, all while expertly juggling her busy social calendar with being an NBA wife and keeping up with her boys.

♦ Kim Zolciak ♦ Zolciak lives in an exclusive gated townhouse community in Duluth, GA with her two children, 11-year-old Brielle and six-year-old Ariana.

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BREAKING NEWS

[09/02/18 - 08:26 AM]

Saturday's Broadcast Ratings: NBC Wins College Football Showdown Coverage of Michigan at Notre Dame leads the night in both total viewers and adults 18-49.

RSS RSS

[09/01/18 - 08:38 AM]

Friday's Broadcast Ratings: NBC Tops Low Key Night in Viewers, Demos The Peacock heads into the holiday weekend on top in all categories.

[08/31/18 - 11:57 AM]

"Live with Kelly and Ryan" Heads Into Its 31st Season with a Stellar Lineup of Guests and a Month Full of Fun with "LIVEtember," Beginning Sept. 3 "Live" also celebrates the launch of the new season Sept. 4-7

Breaking News - Bravo's Hit Franchise Docu-Series "The Real Housewives" Heads South for "The Real Housewives of Atlanta" | TheFutonCritic.com

Zolciak is single, but happily dating with hopes to marry again in the near future. She also has her sights set on fame in the music business as a country singer, and is currently working with Grammy award-winning mega-producer Dallas Austin and will begin recording an album later this year. A staple on the Atlanta scene, Zolciak balances life as a single mom with a vivacious social life.

♦ Lisa Wu Hartwell ♦ Hartwell, a resident of a luxurious country club community in Duluth, GA, is a busy career woman who wears many hats ♦ she owns her own real estate firm, Hartwell & Associates, a jewelry line called Wu Girls, a baby clothing line, Hart 2 Hart Baby, and juggles a budding acting, modeling and writing career. She's a devoted wife to her husband, NFL player Ed Hartwell, and their three children 13-year-old Jordan, ten-year-old Justin and one-year-old EJ. When she's not running one of her many businesses or running after the kids, Hartwell is very active in Atlanta's social scene.

♦ NeNe Leakes ♦ Leakes is an active member of Atlanta society. She resides in the upscale Sugarloaf area of Atlanta with her husband Gregg, a successful real estate investor and business consultant, and their two sons, 18-year-old Brice and nine-year-old Brentt. Leakes donates her time to various foundations and is the founder of The Twisted Hearts Foundation, which brings awareness to domestic violence against women. Never one to sit still, the outspoken social butterfly also hopes to open a luxury boutique hotel in the very near future.

♦ Sheree Whitfield ♦ Single socialite Whitfield, a resident of the exclusive Sandy Springs area of Atlanta, juggles her busy home life with a packed social calendar. She is a busy working mother to three children ♦ Tierra, Kairo and Kaleigh. Whitfield prides herself on her fashion sense, and owned her own upscale clothing boutique ♦ Bella Azul ♦ for years before closing up shop to focus on her next business venture, a clothing line called "She by Sheree." Whitfield is opening a new chapter in her life as a single mom while balancing her entrepreneurial spirit and active social life.

Bravo will air a 30-minute preview special of the series on Wednesday, July 30 at 12 a.m. ET/PT after the rebroadcast of "Project Runway."

"The Real Housewives of Atlanta" is produced by True Entertainment for Bravo. Steven Weinstock, Glenda Hersh, Shari Solomon Cedar and Kenny Hull serve as Executive Producers. Lauren Eskelin serves as Co-Executive Producer.

True Entertainment is a subsidiary of Endemol, the largest television producer in the world. True Entertainment's recent credits include: "Guinness World Records LIVE!" for NBC, "Band in a Bubble" for MTV, "Design Star" for HGTV, "Widow on the Hill," a made-for-television movie for Lifetime, "Battle of the Bods" for Fox Reality, and "Unwrapping Macy's" for WE.

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by taking the viewers live behind the scenes every day on one of its digital platforms, either before or during the show.

[08/31/18 - 09:22 AM]

Blake Jenner Joins the Cast of Netflix Social Thriller "What / If" from Mike Kelley

The series explores the ripple effects of what happens when acceptable people start doing unacceptable things.

[08/31/18 - 09:04 AM]

Video: Showtime(R) Offers the Series Premiere of "Kidding" for Early Sampling

Watch the pilot to the Jim Carrey-led comedy in advance of its linear premiere on Sunday, September 9.

[08/31/18 - 09:00 AM]

History(R)'s "9/11: Escape from the Towers" Recounts the Tragedy of September 11 from Twin Towers Survivors Just Below the Impact Zone Look for the two-hour documentary on Tuesday, September 11 at 9:00/8:00c.

[08/31/18 - 08:16 AM]

Thursday's Broadcast Ratings: CBS, "Big Brother" Top Viewers, Demos Local coverage of NFL preseason gives various networks a boost last night.

[08/30/18 - 11:48 PM]

Development Update: Thursday, August 30 Updates include: Emmy Rossum announces exit from Showtime's "Shameless"; Jennifer Esposito tapped for Amazon's "The Boys"; and Jimmi Simpson joins Sir Ben Kingsley-led "Our Lady, LTD" at Epix.

[08/30/18 - 12:34 PM]

NBC Will Sneak Preview the First Two Episodes of Its New Fall Comedy "I Feel Bad" on Wednesday, Sept. 19 The series will premiere in its regular Thursday, 9:30/8:30c time slot beginning October 4.

[08/30/18 - 11:09 AM]

Emmy(R)-Nominated Sketch Comedy Series "Tracey Ullman's Show" Returns for Third Season Sept. 28 on HBO Ullman stars as a wide array of famous faces and everyday people in the sketch comedy show, which looks at modern life and current social figures through a comedic lens.

[08/30/18 - 08:14 AM]

Wednesday's Broadcast Ratings: NBC Tops Viewers, Demos with "Got Talent" The Peacock's summer staple lead the night in both categories.

[08/30/18 - 08:00 AM]

Special Preview of "God Friended Me" to Be Available on Multiple Digital Platforms Beginning Friday, August 31 The pilot will be available on the CBS app, CBS All Access, CBS.com, Facebook Premieres, Twitter, Instagram's IGTV and multiple EST platforms (including iTunes, Vudu, Google and Breaking News - Bravo's Hit Franchise Docu-Series "The Real Housewives" Heads South for "The Real Housewives of Atlanta" | TheFutonCritic.com

Sony) beginning at 2:00 PM, ET/11:00 AM, PT.

[08/30/18 - 06:08 AM] History's "Watergate" Set for Oc

History's "Watergate" Set for October 12 Theatrical Premiere and November 2 Broadcast Premiere The special six-hour, three-night event series chronicles one of the biggest criminal conspiracies in modern politics.

[08/30/18 - 06:00 AM]

Laila Ali, Bobby Bones, Jessie James Decker, Randy Jackson, Soledad O'Brien, Alli Webb and Carnie Wilson Comprise the Celebrity Judge Panel of "The 2019 Miss America Competition," Live on ABC This year's panel of judges includes a diverse group of artists and entrepreneurs from various fields, including music, television, radio, and health and wellness.

[08/29/18 - 11:34 PM]

Development Update: Wednesday, August 29 Updates include: Walton Goggins to headline season two of Epix's "Deep State"; Jane Krakowski to star in Hailee Steinfeld-"Dickinson" at Apple; and DC Universe sets launch date for "Titans."

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EXHIBIT 5

TV MOVIES MUSIC COMEDY

« Back to the Intro

The 25 Most Devoted Fan Bases

25

Mad Men



Photo:AMC

POPULARITY: Defned AMC; frst season premiered to less than a million viewers, but ffth season premiere almost quadrupled that; Netfix paid \$1 million per episode for streaming rights. Inspired Banana Republic clothing line and spike in mid-century fashion, in general.

FACEBOOK FOLLOWERS: 2.2 million

TWITTER FOLLOWERS: 112,000

FAN NICKNAME: Too cool for that.

MAIN HANGOUTS: The essential Basket of Kisses, Footnotes of Mad Men

AVERAGE DEMOGRAPHIC: Rich people. Almost half of *Mad Men*'s viewers make more than \$100,000 per year. A *MM* fan likely season-passes all the edgy cable dramas, too: If they are talking about Don Draper, they're likely still talking about Omar Little, Walter White, and Tony Soprano too.

DEVOTIONAL PROFILE: *Mad Men* fans watch and re-watch episodes, deconstructing the show on multiple levels. They can pick a moment — say, a shot of a weeping, bereft Don — and transform it into a goofy meme (Sad Don Draper) literally overnight. They spot and revel in recurring moments or behaviors, creating such rallying points as Pete Campbell's Bitchface, or a music video of Pete getting punched. (And plenty of non-Pete stuf too.) But these examples belie the great seriousness with which these devotees can pore over and analyze the show, with a level of inquiry that borders on the Talmudic. There are college courses, meticulous fashion blogging, and a dozen podcasts. Late every Sunday night, the Internet is turned upside down and shaken to fnd the historical touchstones from that evening's episode. Every imaginable outlet recaps the show, and viewers devour many of them per episode, searching for the writer who "gets it" in the same way they do. Being a *Mad Men* fan is like part of your identity: It refects well on you, and it makes you part of an elite, discerning club. It's no surprise that many are still using those "*Mad Men* Yourself" avatars as their Facebook and Twitter profle pics. And, appropriately, *Mad Men* fans also show their love the way any good ad man would want them to: with buying power. After Jessica Paré sang "Zou Bisou Bisou" on the show's ffthseason premiere, the show put out her performance as a 7-inch. And people totally bought it.

24____

Real Housewives



Photo:Bravo

POPULARITY: Half-billion-dollar reality franchise with six editions currently rotating; watched by approximately two million viewers on any given night (*Atlanta* is generally the ratings leader, hitting audience

highs of more than four million viewers). Turned Bethenny Frankel, NeNe Leakes and Bravo's Andy Cohen into household names.

FACEBOOK FOLLOWERS: *Atlanta*: 1.56 million; *New Jersey*: 1.08 million; *Orange County*: 673,000; *New York*: 470,000; *Beverly Hills*: 359, 000; *Miami*: 35,000

TWITTER FOLLOWERS: Former *New York* housewife Bethenny Frankel has amassed the most (upwards of one million), followed by *Atlanta*'s NeNe Leakes (859,000) and Kandi Burruss (783,000).

FAN NICKNAME: No unifying nickname, but fans recognize kindred spirits by quoting famous lines (most notably *Atlanta*'s "Close your legs to married men," "Who gon' check me, boo?" "I'm rich, bitch") and being able to talk at great length about the importance of Allison DuBois.

MAIN HANGOUTS: For a more earnest, *Life & Style*-like tracking of all the Housewives' gossip and new hairstyles, there's the site All About the Real Housewives. Reality Tea has a slightly more winky but no less obsessed take. But the major *Housewives* trafc surges happen the morning after every episode, as viewers fock to the TV recap by the writer who best suits their sensibility, on a continuum of bitchy to snarky. Comments sections under these recaps explode with wickedly cutting takes on the Housewives and legitimate rage at their behavior. (Theresa is the worst!)

AVERAGE DEMOGRAPHIC: Women of all ages and fabulous gay men who needed to fll the reality soap void left by MTV's *The Hills*, subscribers to *Life & Style*'s breaking news alerts, and Anderson Cooper. **DEVOTIONAL PROFILE:** With daytime soaps going the way of the girdle, it's no wonder that *Real Housewives* has taken its place as TV's ultimate guilty pleasure. The characters are the same archetype: Rich, middle-aged women dressing and behaving a couple decades younger than they should, engaging in the tried and true wine-throwing, cat-fghting and family-feuding. But the added fascination comes from the fact that these real-life characters continue acting out when the cameras aren't rolling, keeping viewers satiated and business strong for the tabloids.

Essentially, it's professional wrestling for afuent females; the fans know deep down the feuds and bluster aren't real but they enjoy the sport of pretending it is, tracking good gals turned bad and vice versa. Tens of thousands of real housewives faithfully even engage in regular role-play thanks to the ofcial *Real Housewives* game. Fans have loved and hated so passionately that their patronage gave Bravo reason to launch *Watch What Happens: Live* and trot the ladies out on a live tour. They've bought up books written by the women (*Beverly Hills*' housewife Taylor Armstrong's tell-all *Hiding from Reality* landed on the New York *Times*' Best Sellers list, as did Frankel's *A Place of Yes*) and helped blow up the careers of Frankel (now a talk-show host) and Leakes (an actress on *Glee* and *The New Normal*). And the mesmerizing appeal of wig-pulling, table-fipping rich women is not limited to American cities: International editions are succeeding in Athens, Vancouver, and Israel.

23 Lil B



Photo:Getty Images

POPULARITY: Self-proclaimed "mogul and frst rapper to ever write and publish a book at 19" parlayed social media success into an actual music career (with real record deal); founded permeating Twitter philosophy (#based); sold out a lecture at NYU.

FACEBOOK FOLLOWERS: 269,000

TWITTER FOLLOWERS: 545,000

FAN NICKNAME: N/A

MAIN HANGOUTS: Twitter

AVERAGE DEMOGRAPHIC: College students who like music blogs and weed.

DEVOTIONAL PROFILE: We live in an era when rappers land million-dollar record deals with a single video and viral video stars get musical guest gigs on *SNL*. In certain cases, the defnition of "musician" is not too far from that of "meme"; in Lil B's case, it is indistinguishable. The Berkeley rapper owes his fame — which is admittedly of the Internet variety — entirely to the #Based community, which he savvily built on social media and maintains with a remarkable prolifeness both in music and tweets.

His songs are rarely good, in the technical sense, but that is part of the appeal for his fans, who hail every free mixtape with outsize enthusiasm and bought out his recent NYU lecture within ten minutes. Legitimate celebrities (Justin Bieber, Diddy) promote his philosophy; legitimate music blogs review his mixtapes. And Lil B is paving the way for future meme rappers (see: Rif Raf, current hero of the rap nerds and the Lil B of 2012). Most Internet phenomena drift away within days, but Lil B's followers have kept him working for the better part of three years now (which is more than most aspiring rappers can say.) What is a meme if not fan art?

22 -

Stephen Colbert



Photo:Getty Images

POPULARITY:*The Colbert Report* drew in more young viewers for Republican convention coverage than actual cable news networks. 2007 book *I Am America (and So Can You!)* spent 29 weeks on New York *Times* best seller list, thirteen weeks at number one; 2012 children's book parody *I Am a Pole (and So Can You!)* also debuted at No. 1; latest book, *America Again! Re-becoming the Greatness We Never Weren't* just entered list at number three in frst week of release. Drew reported 215,000 to Washington D.C. Mall for his and Jon Stewart's 2010 Rally to Restore Sanity and/or Fear.

FACEBOOK FOLLOWERS: 2.7 million

TWITTER FOLLOWERS: Nearly 4 million for Colbert himself

FAN NICKNAME: Colbert Nation.

MAIN HANGOUTS: Comedy Central's Colbert Nation site, where the Colbert clips can be shared on social networks.

AVERAGE DEMOGRAPHIC: Tends to skew male and educated; the median age of a Colbert viewer is 39, which is two years younger than Jon Stewart's fan base and ten younger than Jimmy Fallon's.

DEVOTIONAL PROFILE: Who knew that a political satirist could wield as much power over his followers as an actual politician or that a persona created to mock the cult of personality would itself inspire one of TV's most loyal cults? Since leaving The Daily Show to spin of his own program in 2005, Stephen Colbert has regularly called on the Colbert Nation to rig polls, agitate for chaos, and bestow a ridiculous name on anything up for grabs; they've responded with a not-entirely mock devotion that has inspired some real-world results. Elephant seals, bald eagles, spiders, sports mascots, airplanes, and a Ben & Jerry's icecream favor have been named after Colbert thanks to fans in high places. And we do mean high: In 2009, when NASA set up an online poll to bestow a name on one of the International Space Station modules, Colbert fans voted in droves. (NASA eventually went with the name "Tranquility" but threw the Colbert Nation a bone by naming a Stationbound treadmill after the host.) After fans spent years swamping Time Magazine's annual online poll to choose the world's most infuential people, the magazine put Colbert on the "Time 100" list in 2012.

While Jon Stewart may have a larger audience, he doesn't call upon his audience to do anything except engage their common sense. But Colbert puts forth wicked, winking marching orders to the Colbert Nation, and they happily follow them. While the aforementioned projects were all in the service of Colbert's mock egotism, the host has increasingly launched missions that, while satirical, have real activist consequences. The Colbert Nation donated more than a million dollars to his super-PAC, essentially funding a thumbed nose at the Citizens United decision. While the eager response from fans may be done in air quotes, its meta nature does not change the fact that the results are real. The Nation has also contributed hundreds of thousand of dollars to the Yellow Ribbon fund (which helps injured veterans) and Donors Choose (an online education charity) and saved the fnancially struggling U.S. speedskating team with their donations. The famed "Colbert Bump" for candidates who appear on his show is very real, even if the host himself specializes in a more slippery brand of truthiness.

21 -Phish



Photo:goldberg/Flickr

POPULARITY: With minor-league record sales and virtually no radio or MTV play, Phish continues to bafe the music business by remaining one of the most successful touring bands in the country: Between 1989 and 2004, its concert grosses exceeded \$175.5 million, and when the band reformed in 2009, concert demand broke Live Nation's in-house ticketing system. In 2011 alone, Phish grossed more than \$33 million; audiences in the 80,000-plus range fock to Phish festivals.

FACEBOOK FOLLOWERS: 578,000

TWITTER FOLLOWERS: 79,000

FAN NICKNAME: Phans, not Phish Heads (they hate that).

MAIN HANGOUTS: Online, Phish.net for news and forums; LivePhish.com and Yawningdrone.com for bootlegs; and superfan ZZYZX's extensive database of concert set list stats. At shows, the parking lot area known as Shakedown Street.

AVERAGE DEMOGRAPHIC: Given the band's 29-year history, the fans span the ages of 18 to 45 or so, but the most devout (those still following Phish around the country as of their last tour in summer 2011) tend to be college-age. Dread-headed vets are sometimes known as Wookies or Old Heads. There's some audience overlap with other jam bands like Dave Matthews Band and String Cheese Incident, as well as Grateful Dead enthusiasts (although any Phish-o-phile will tell you that that ancient assemblage was *very diferent*).

DEVOTIONAL PROFILE: A Phan doesn't just listen to Phish: A true Phan will travel anywhere to see Phish play — for four days in a row at Madison Square Garden or at weekend-long marathons such as 1996's Cliford Ball or 1999's millennium fest Big Cypress (at which one of the group's sets lasted *seven and a half hours*), all the way up to 2011's Super Ball IX. When not at a concert, a Phan satisfes him or herself with either live-streams of shows or old tapes from back in the day, tracking every variation between every song on every set list over the years. (Did Trey Anastasio and the guys just bust out the Who's "Squeeze Box," a song that hasn't been heard live since the frst Phish show in 1983? Which musical notes were new some 1,400 shows later? Was that Cminor chord there at the beginning?)

This obsessive record-keeping of statistics — called Phististics — is more often found in sports than rock, but it's part of the true Phan's passion of collecting, dissecting, and discussing all things Phish, from fabled shows to iconic posters. Phish paraphernalia and more abounds in the parking-lot micro-economy known as Shakedown Street, where everything from weed to free hugs is available, while fans online compare and debate innumerable theories about the metaphors in the epic mythical saga *Gamehendge*, Anastasio's rarely performed college-thesis song cycle.

20 _____ Kevin Smith



Photo:Getty Images

POPULARITY: His often-interlocking low-budget movies (including *Clerks, Chasing Amy, Dogma, Jay and Silent Bob Strike Back*) have consistently grossed around \$30 million thanks to loyal audience; performs as a speaker around the world, routinely selling out places like Carnegie Hall, Radio City Music Hall, and the Sydney Opera House. **SModcast network** boasts a dozen diferent podcasts; fagship show made Best of iTunes multiple times. Produces and stars in two TV shows, Hulu's *Spoilers* and AMC's *Comic Book Men*; has written three New York *Times* best sellers, *Shooting the Sh*t With Kevin Smith, Tough Sh*t*, and *Batman Cacophony*.

FACEBOOK FOLLOWERS: 907,000

TWITTER FOLLOWERS: 2.2 million

FAN NICKNAME: Doesn't really exist. Too late for Silent Bobbies to catch on?

MAIN HANGOUTS: Smith abandoned his once-thriving message board for the immediate interaction of Twitter and Facebook.

AVERAGE DEMOGRAPHIC: It's a relatively young crew, 40 and under. Many of them discovered *Clerks* when they were wide-eyed twentysomethings, the same age Smith was when he made this frst flm, and they've aged along with him. And given that many of his most popular flms fnd virtue in the aimlessness of youth, they pull in a new, younger crowd, too, nurtured by his many speaking engagements at college campuses. Smith's profane nerdiness, perhaps surprisingly, appeals to both genders.

DEVOTIONAL PROFILE: The cover line for Smith's most recent best-selling book, *Tough Sh*t*, kinda says it all: "Life Advice From a Fat, Lazy Slob Who Did Good." Like most pop-culture icons who come from New Jersey, Smith is extra-relatable because he comes of like a luckier version of you, if you're a working-class schlub with a relatively modest dream. This is partly because of how he'll self-deprecatingly reveal harsh truths about his career, love life, and weight, giving him a "we're all in this together" relatability that binds him to his followers; in that way, he's like Lady Gaga except instead of a meat dress, he's got a hockey shirt and a fondness for eating meat. When Smith was ejected from a Southwest Airlines fight, he tweeted the whole incident with the "Too Fat to Fly" hashtag and rallied an Internet (and a nation of mostly larger individuals) to his banner.

There is nothing manifestly fabulous about him — despite his mansion nestled in the Hollywood Hills — and he still retains an aura of authenticity. While he is of the same breed of movie nerd as Quentin Tarantino, the diference between them is that Smith talks *with* fellow movie-lovers, while Tarantino talks *at* them. (Smith's *Spoilers* was a talk show in which he kibitzed with his studio audience about the summer's blockbusters.) His fans will travel ungodly distances to interact with him at his Q&As — he used to hold poker mini-tournaments for his fans at his comic-book store in New Jersey, and people were known to drive ten hours from Maine, play for a few hours, and drive back the same day and every convention will have its share of Silent Bobs. Which could be because a shabby-trench-coat-and-baseball-cap ensemble is the low bar of cosplay, or maybe it's that it seems like totemic vestments of achievable glory.

19 Insane Clown Posse



Photo:Getty Images

POPULARITY: Sold about 8 million records over twelve albums, including three that debuted in the *Billboard* top ten, all with little to no radio play. Held thirteen Gatherings of the Juggalos so far, which have brought together about 150,000 fans in total; co-founded and oversee Psychopathic Records, Juggalo Championship Wrestling, and the HatchetGear clothing line. Psychopathic's YouTube channel has more than 49 million views.

FACEBOOK FOLLOWERS: 1 million

TWITTER FOLLOWERS: 76,293

FAN NICKNAME: Juggalos and Juggalettes.

MAIN HANGOUTS: Juggalo News for all things Juggalo culture, and Faygo Lovers for Psychopathic Records info.

AVERAGE DEMOGRAPHIC: Mostly white outcasts — not nerds or dorks — but loners bonding over shared interests: horror flms, wrestling, and drug use.

DEVOTIONAL PROFILE: This summer, the Insane Clown Posse announced plans to sue the FBI for declaring the Juggalos to be a "loosely organized hybrid gang" in 2011. Putting aside whether criminal behavior is or is not happening, this gets to how loyal and passionate ICP fans can be: The FBI doesn't often feel the need to diagnose artists' fan bases. Juggalos see themselves as a family, as literally evidenced by the incessant chanting of "FAM-I-LY! FAM-I-LY!" that goes on at any ICP concert. They drink the same drink (Faygo, the local Detroit-area soft drink that arguably stays in business because of its ICP association), listen to the same violent yet moralistic horror rap (Psychopathic Records), wear the same clothes (HatchetGear), watch the same wresting (Juggalo Championship Wrestling), and get matching Running Hatchet man tattoos. (Okay, that kind of sounds like gang behavior but it's not, really.)

The Gathering of the Juggalos is their family reunion, bringing together 20,000-plus fans annually. But the Gathering is less like Coachella than Burning Man, in that it's not a temporary divergence from real life for its attendees — it is their only real place; the rest of the year is fake. Juggalos are aware that some outsiders or "haters" mock them, but taking a cue from the band, they relish it, as it brings those inside the community closer together. As Violent J put it: "The colder it is on the outside, the warmer it is on the inside."

18 _____ Neil Gaiman



Photo:Getty Images

POPULARITY: Started as a comic-book writer – his epic 75-issue *Sandman* series has sold millions of copies; pivoted to become a best-selling author in both adult fction (*Stardust, American Gods* and the No. 1 New York *Times* best seller *Anansi Boys*) as well as children's

literature (*Coraline* and *The Graveyard Book*). Has won all manner of accolades, including the Newbery Medal (for children's literature), a World Fantasy Award, and a Hugo.

FACEBOOK FOLLOWERS: 521,000

TWITTER FOLLOWERS: 1.7 million

FAN NICKNAME: Gaimanites

MAIN HANGOUTS: Neilgaiman.com, Gaiman's own Tumblr

AVERAGE DEMOGRAPHIC: Gaiman's oeuvre contains multitudes — he writes novels and children's books and comics and does fantasy and science fction and horror — and as a result, his fan base stretches far and wide: children and adults, men and women. There is, of course, a pronounced Goth contingent.

DEVOTIONAL PROFILE: Gaiman once described the chimerical, expansive *Sandman* as a sexually transmitted comic book: Guys would pass it on to their girlfriends, and they'd get hooked, then break up and pass it on to the next guy. As much as that comic was about dreams and existence and awesome adventures, it was also about a damaged little brother/rock star who just needed to be loved and the mad people he touched along the way. One doesn't have to jump too far from that to land on the symbiotic relationship between Gaiman and his fans, with whom he interacts constantly through his Twitter feed. Several times a day, he broadcasts missives both personal (often looping in his wife, musician Amanda Palmer, who has a hearty following of her own) and artistic to his almost 2 million followers, responding to even the most anonymous of fans. It's love on a dark, two-way street.

As much as *Sandman* is a beloved rallying point, the larger audience that came with his prose success – along with his plummy, velvety voice and British expat charm — has made him a speaking-engagement magnet. He'll sign books at in-store readings until his hand is swollen, smiling the whole time. In person, as in his work, Gaiman has a way of inviting the reader inside, giving fans something to latch on to, something they can feel is theirs. And so, almost thirteen years after Sandman fnished its run, they'll hit conventions dressed as the comic's lovely interpretation of Death, a pale, pixie-ish girl with ink-black hair and a big honking ankh around her neck. There have been occasions where Gaiman would sign someone's body part at a convention and, before the signing was over, the person would return with a fresh tattoo of his signature in the same spot. A darkly handsome man, there's something (no pun intended) dreamy about him, and his female fans won't let you forget it. (At the 2007 Worldcon convention, where Gaiman was the guest of honor, there was many a "Neil Gaiman! Squeeeeee!" button pinned to various pieces of clothing.) In June 2011, Gaiman did a reading at Los Angeles's Saban Theater and the hours-long line stretched around the block. Early fans wistfully told stories of the frst time they encountered him, decades ago: "Yeah, I was at the San Diego Comic Con back in '96," one graving gent with a green army jacket and Harley Davidson bandana recalled. "You could spot Neil at the hotel bar and buy him a beer." He looked at the stream of fans, extending into the distance. "Now, not so much."

17 _____ Bruce Springsteen



Photo:Getty Images

POPULARITY: Has sold more than 120 million albums worldwide; his most recent, 2012's *Wrecking Ball*, was his tenth No. 1 album; last four tours with the E Street Band have grossed more than \$800 million combined. Awards: won twenty Grammys, an Oscar, and a Golden Globe; honored by the Kennedy Center in 2009.

FACEBOOK FOLLOWERS: 2.4 million

TWITTER FOLLOWERS: 278,000

FAN NICKNAME: Bruce Tramps (as in "Tramps like us ... ").

MAIN HANGOUTS: Backstreets.com, GreasyLake.org (Denmark), StonePonyLondon.net (England), PointBlankMag.com (Spain) **AVERAGE DEMOGRAPHIC:** While he is a true icon to millions of middle-aged white men, Springsteen's broader fan base is made up of both men and women between the ages of 35 to 60 who've followed his career for some time, or at least since 1984's *Born in the USA*.

DEVOTIONAL PROFILE: Springsteen's most ardent fans distinguish themselves through their unfailing willingness to spend a small fortune to travel to as many of his concerts as possible, in a manner at odds with their otherwise sensible and common-sense adult lifestyles. (Springsteen's been known to acknowledge people down front whom he recognizes just from their having attended so many other shows.) The draw of these shows comes from their legendary length (he played his longest concert ever just this past August, a four-hour-and six-minute show in Helsinki), and the fact that he can change up to two-thirds of his set list from one night to the next. Seeing more shows means a better chance at notching another Springsteen "rarity," which Bruce Tramps collect like baseball cards: On this tour, hearing the outtake "Frankie" from the *Tracks* collection ofered particularly coveted bragging rights.

Superfans kept from a concert by a particularly stubborn obstacle — say, an ocean — will often linger on a Springsteen message board or latch onto the #springsteen hashtag on Twitter as fellow fans report in from the show, then vicariously debate the merits of the set list in real time and reminisce about *that time at that show where he played that song* ... Bruce Tramps don't think in lockstep and are divided over favorite albums, eras, and politics (just ask unrequited platonic lover Chris Christie), but they share the deep feeling that Springsteen's songs and concerts have helped carry them through some of life's toughest moments. To watch them all sway and sing along in unison at a concert is to feel like one is in a revival service among the saved.

16 -

True Blood



Photo:sookiebontemps/Flickr

POPULARITY: Charlaine Harris's best-selling Southern Vampire Mysteries now twelve novels long; HBO's adaptation network's most popular series since *The Sopranos*.

FACEBOOK FOLLOWERS: 10.7 million (show); 191,000 (Harris)

TWITTER FOLLOWERS: 500,000 (show).

FAN NICKNAME: Truebies. (Though some might prefer the term Fang Bangers.)

MAIN HANGOUTS: Fan-fction enclaves like True-Blood.net, and in 2010, perhaps they went aboard the "fangs and fur" cruise. Over the years, there have been a few diferent *True Blood* fan conventions: Bitten, in the U.K., Tru Blood, in Australia, plus two cons right here in the U.S.

AVERAGE DEMOGRAPHIC: Truebies aren't the squealing *Twilight* fans you're picturing. They're older, for starters — the average age of a *True Blood* viewer is 39 — and less dominantly female: 48 percent of *True Blood*'s audience is male.

DEVOTIONAL PROFILE: To love *True Blood* is to love excess: a dozen books, dozens of characters, all kinds of supernatural forces, a menagerie of mythical creatures, a campiness so overwhelming it pushes the show all the way back around to earnest, and of course, a sexual bonanza covering a variety of predilections. There are those who like the books, those who like the show, and those who like both. (Don't get them started on Book Sookie versus Show Sookie.) Indeed, there's no one right way to venerate *True Blood*, just as long as you can name your perfect partner for the vulnerable Ms. Stackhouse.

And more than appreciating particular books (or short stories) or episodes, many Truebies cast their lots with a particular character. (See: Eric Northman.net, which bills itself as "the frst and best source for the enigmatic vampire Eric Northman.") Sookie has her devotees, but they're not as fervent as Alcide's wolf pack; Eric and Bill supporters are warring factions, but perhaps neither male lead is as beloved as Pam, who herself has 26,000 Facebook fans, even though she's a secondary if not tertiary character on the show. And because Truebies really excel at ephemera, they maintain a robust Etsy contingent. It's not just Team Bill or Team Eric shirts, it's Merlotte's waitress name tags. They're not just watching the show, they're buying Bon Temps trivia apps. Dare we say it's in their blood?

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Photo:Getty Images

POPULARITY: Turned her daytime talk show into a secular church, preaching a populist gospel of self-help; monthly magazine *O* boasts a circulation of roughly 2.5 million; still a force in publishing with her rebooted book club; now CEO and primary talent of cable network OWN.

FACEBOOK FOLLOWERS: 7.7 million

TWITTER FOLLOWERS: 14 million

FAN NICKNAME: None.

MAIN HANGOUTS: Oprah.com; letters section of *O: The Oprah Winfrey Magazine*; kids' weekend soccer games.

AVERAGE DEMOGRAPHIC: Women between 30 and 70; a mix of stay-at-home moms and workplace professionals.

DEVOTIONAL PROFILE: Most Oprah Winfrey fans don't wear tshirts emblazoned with her face, nor do they hang O posters in their hallways. They prove their love, instead, by something simpler: Taking her advice. She's an entertainer, sure, but she's something more: A modern-day guru. "Her most ardent fans regard her as an oracle," *Newsweek* wrote of Oprah in 2009. "If she says something is good, it must be." Especially if what she says is good is her fans themselves: Devotees adhere to O's Live Your Best Life mantra, a self-help message that is simple and direct and uplifting.

Fans are so attached to the hostess, that they have also made stars out of Oprah apostles such as Dr. Phil and Dr. Oz, who still thrive in daytime and appear on magazine covers, and BFF Gayle King, who now co-hosts CBS's morning show. They fock to daylong, in-person Oprah-paloozas like O You! (think Oprah U.) and (like one of our writers earlier this year) attend live tapings of *Oprah's Lifeclass*. Where she goes they follow.

Mostly. The relationship between Oprah and her followers has changed as of late: The daily syndicated talk show is gone, and with it a virtually guaranteed weekly audience of around 7 million. OWN reaches nowhere near that many viewers on an average day, but Oprah's ability to move the cultural conversation is still there: Her chats with Whitney Houston's daughter and Rihanna made news; fans sent Cheryl Strayed's *Wild* to the No. 1 spot on the *New York Times* bestseller list after it was selected for the book club. The best proof of Oprah's personal appeal may be this: Following her network's launch, she had a limited presence on OWN, and ratings were weak. During the past year, Oprah has become a more frequent presence on the channel, and numbers are up dramatically, 70 percent over last summer's low water mark. Fans may love all things Oprah, but they love the woman herself the most.

14 -



Photo:Getty Images

POPULARITY: Quite possibly the most popular TV series ever made, spawning fve spinof TV series, eleven feature flms (which grossed \$1.3 billion worldwide, with J.J. Abrams's reboot sequel due next summer), novels, comics, video games, and a seemingly bottomless supply of fan fction. Infuence has permanently embedded in vernacular and society:

living long and prospering; setting things on stun; claiming resistance is futile. Also: fip phones? A *Trek* idea.

FACEBOOK FOLLOWERS: Upward of 5.5 million

TWITTER FOLLOWERS: N/A

FAN NICKNAME: Trekkies (or Trekkers, if you're feeling serious)

MAIN HANGOUTS: Ofcial site Startrek.com, wiki Memory Alpha, the International *Star Trek* Assocation's Starfeet

AVERAGE DEMOGRAPHIC: Generally older, given its long history — though you can still fnd the stray Klingon toddler at the San Diego Comic-Con — but cuts across almost every demographic, from the suburban mother of two and a half children to the president of the United States.

DEVOTIONAL PROFILE: One of the most venerable of pop-culture fandoms, Trekkies were among the frst to mount successful letter-writing campaigns on behalf of their beloved show: First to NBC, to help convince the network to give the low-rated *Star Trek* a third (and fnal) season; and again to NASA, which named the inaugural space shuttle *Enterprise*. The length and breadth of *Star Trek* fandom gave the show's stars a lucrative post-*Trek* career going to conventions around the world and charging whatever they like for autographs to fans who will, usually, happily pay for a second with Captain Janeway ... or that guest star that got killed by a Gorn that one time. People were dressing up as Klingons,

Vulcans, or *Enterprise* crew members decades before the Japanese invented the term "cosplay," sometimes gathering to make their own fan-flms. There have been *Trek* weddings, translations of Shakespeare into Klingon operas ... hell, there's even a Klingon language option on Wikipedia. Though the definitive fandom has been on the wane since before *Star Trek* disappeared from TV in 2005 (its glory days came during *The Next Generation*'s 1987 to 1994 run), Abrams's 2009 reboot has injected some new blood into the old girl. If nothing else, it's given the people still writing Kirk-Spock "slash" fction (in which the *Enterprise*'s captain and his right-hand man, ah, engage in all sorts of afairs) some new faces to work with.

13 _



Photo:NBC

POPULARITY: Perhaps the tiniest audience on this list, but the disproportionately dedicated and outspoken fan base helped convince NBC to keep the struggling show on for an upcoming fourth season; creator Dan Harmon trended on Twitter when he was fred last spring.

FACEBOOK FOLLOWERS: 1.3 million

TWITTER FOLLOWERS: 139,000

FAN NICKNAME: Human beings ... with the rallying cry, "#sixseasonsandamovie"

MAIN HANGOUTS: The Community Subreddit, fan site Dan Harmon Sucks, the comments section of Todd VanDerWerf 's recap of last season's fnale on AV Club (more than 100,000 comments and counting), and Harmon's Tumblr, Dan Harmon Poops.

AVERAGE DEMOGRAPHIC: Easily broken down, thanks to Nielsen! Under 40, notably wealthier than the average prime-time viewer under 50, and college-educated (*Community* has the fourth-most-collegeeducated audience of any prime-time show). On a less statistical note, they are comedy nerds and pop-culture obsessives.

DEVOTIONAL PROFILE: Creator Dan Harmon once told Vulture that he couldn't imagine doing a TV show where his characters didn't frequently nod to pop culture: "If things are going in their world the way things went in a movie they saw, they're able to do what I would do, which is go, 'This is an awful lot like that movie, isn't it?'" That meta-ness may best explain why *Community* speaks so strongly to its small army of pop-culture geeks: While they undoubtedly have genuine affection for the characters, what attracts them most — or, at least, attracted them at frst — is the comedy's unabashed love of *other* movies and TV shows

and video games. It's a show about obsessives for obsessives and, at least during the Dan Harmon years, by a self-admitted obsessive. It's Comic-Con as a TV series.

This doesn't mean the audience doesn't care about character, such as Jef Winger's daddy issues or the Troy and Abed bromance. But what makes Community unique is the game it plays with the viewer, inviting him or her to dissect every frame of the carefully choreographed tributes to cultural touchstones from The Godfather to The Right Stuf; to recognize them all is to feel not just triumphant but also worthy. This densely packed savant approach is self-limiting when it comes to drawing an audience, and none of its three seasons has ever averaged more than 5 million viewers. However, the cult's loyalty has kept the show viable with NBC, which up until this season was looking to keep anything alive with a pulse. Fans even made their loyalty a rallying cry, in an appropriately meta way goosed by Harmon. In an episode near the end of season two, Abed refused to believe NBC's The Cape wouldn't go on forever: "Six seasons and a movie!" he proclaimed. Loyalists knew Abed was really standing up for *Community*'s honor and adopted the phrase as a call to arms. Earlier in the same episode, Winger demanded Abed "stop taking everything we do and shoving it up its own ass." Community's ardent admirers (who nervously await the indefnitely delayed fourth season) remain very happy exploring said posterior regions.

12 _____

Joss Whedon



Photo:Getty Images

POPULARITY: Wrote and directed *The Avengers*, the third-biggest flm of all time (\$600 million domestically, \$1.5 billion worldwide); created *Bufy the Vampire Slayer*, one of the defining TV shows of the nineties, and its subsequent cross-medium Bufyverse; wrote and directed Emmy-winning web musical *Dr. Horrible's Sing-Along Blog*.

FACEBOOK FOLLOWERS: 93,000 on an unofcial fan page.

TWITTER FOLLOWERS: Whedon don't tweet.

FAN NICKNAME: Whedonites; a smaller subset of *Firefy* fans call themselves Browncoats.

MAIN HANGOUTS: Whedonesque.com is the one-stop shop - and

the man himself will take to the site when he wants to communicate directly to the faithful.

AVERAGE DEMOGRAPHIC: Smart, literary; also likes things that explode. Probably more female than male, given the unwavering strain of girl-power at the heart of Whedon's work; most of his output subverts the standard sci-f/horror view of female characters as damsels in distress. *The Avengers* has brought more men and comic-book fan boys into his fold.

DEVOTIONAL PROFILE: Is there still a cult of Joss Whedon if everybody belongs to it now? Whedonites are used to fghting the good fght for TV series that either barely get renewed (like *Bufy*, *Angel*, and *Dollhouse*) or get snufed out after one short season (*Firefy*), but this year, after *The Avengers* blew up, he was quickly locked up not just for its sequel, but also for a consulting gig on multiple Marvel movies. And just like that, what had previously been a niche fan base — albeit a passionate, wide-ranging one that supported Whedon-penned Bufy comics and created college courses dedicated to his brand of pop feminism — had become part of the mainstream.

But it wasn't Jossy-come-lately Marvel fans who focked to the Toronto Film Festival this year for the premiere of his new flmed adaptation of Shakespeare's *Much Ado About Nothing*. These were the hard-core Whedonites who cheered at the appearance of Whedon regulars like Amy Acker and Tom Lenk like they'd been presented with Jennifer Lawrence and Seth Rogen. They're the reason this project, which Whedon initially conceived with a potential online release in mind, snagged a lucrative Lionsgate theatrical deal. Whedon fans are used to giving the man that extra oomph, whether it's agitating for the release of his long-shelved *Cabin in the Woods* or pushing so hard for a *Firefy* movie that Universal actually made one, despite how badly the space-

western did on television.

11 _

Tyler Perry



Photo:Getty Images

POPULARITY: His low-budget movies regularly bring in \$50 million

or more; owns his own studio in Atlanta, which produces three successful TBS sitcoms; has brought in more than \$100 million with his stage tours, which introduced his signature character Madea.

FACEBOOK FOLLOWERS: 8.1 million for his personal page; Madea has 4.3 million

TWITTER FOLLOWERS: 1.4 million

FAN NICKNAME: N/A

MAIN HANGOUTS: Perry's own Facebook page, where the actormogul regularly posts missives about his life, movies, and spirituality.

AVERAGE DEMOGRAPHIC: Skews black, female, and church-going.

DEVOTIONAL PROFILE: Hollywood has largely failed to grow a new black movie star since the likes of Will Smith and Denzel Washington; leave it to Tyler Perry, then, to do it himself ... and in a dress, no less. The actor-mogul stunned Hollywood in 2005 when his very frst movie *Diary of a Mad Black Woman* opened to \$21 million, but what pundits had failed to realize is that Perry had already grown an enormous fan base on what has long been known as the "chitlin circuit," where he'd become a multimillionaire from his booming stage productions, many of which featured his character Madea, a brassy granny who tells it like it is. Perry reportedly can't stand dressing in his drag character anymore, but it's tough to resist his fans' demand: All of Perry's Madea movies are guaranteed at least a \$20 million opening, and 2009's *Madea Goes to*

Jail set the high watermark with a \$41 million frst weekend and \$90 million gross.

Perry's fans tend to be devoted in every sense of the word; devoted to him, sure (on his Facebook page, even a photo he posts of a dilapidated birdhouse can draw more than 10,000 appreciative comments), but also to God and religion. In a media climate where there are few projects made with black stars aimed at a black audience, and even fewer with explicit lessons about faith (Perry's stage plays even break up the action with gospel numbers), it's easy to see why this underserved audience turns out for Perry again and again: He provides moral uplift and a healthy helping of religious inspiration, like a pastor presiding over the most raucous church you've ever been to. Of Hollywood executives who wanted to water down his entertainments into something more secular, Perry once said, "If you don't want my God here, you don't want me here either"; luckily, he's tapped into a passionate audience who wants them both.

10

Arrested Development



Photo:EOX

POPULARITY: Never a ratings hit, yet in three seasons picked up four Emmys and inspired countless catchphrases. Repeat streamed viewings so intense that Netfix funded new episodes six years after cancellation.

FACEBOOK FOLLOWERS: 1.6 million (plus hundreds of thousands of likes for the cast)

TWITTER FOLLOWERS: N/A

FAN NICKNAME: Analrapists. Just kidding; they don't have a nickname.

MAIN HANGOUTS: Mash-up Tumblrs that combine *AD* quotes or scenes with other shows: *Game of Thrones, Mad Men*, Mitt Romney, *Downton Abbey, The Hobbit*. And on and on and on.

AVERAGE DEMOGRAPHIC: Anyone who wants to go on an Internet date is legally required to list *Arrested Development* among their favorite shows.

DEVOTIONAL PROFILE: It's one thing to like a canceled show and wish it would come back. *AD* fans are the type who would take it straight to the president of the United States. The critically lauded Fox comedy had "cult favorite" stamped on it from day one and seemed endangered from day two. The Save Our Bluths campaign kicked into gear during the show's second season (a year-one Emmy win brought few new converts), and fans spent the entire shortened season three agitating for more support from Fox. *AD* was fnally canceled, but then — like *Family Guy* before it — word of mouth fnally kicked in through DVD viewings, and the posthumous cult grew.

After some Patient Zero in the cast or creator Mitch Hurwitz frst foated the idea of a reunion movie, an endless feedback loop began thanks to the fact that *AD* counted among its fans nearly every single entertainment journalist, who all wanted a movie as bad as anyone. They acted as representative interrogators for the people, and so every interview with every cast member for an unrelated project brought up the question of a possible flm — and recall that for a time there, you couldn't swing a hooded sweatshirt without hitting a Michael Cera profle. The more the idea bubbled in the press, the more realistic the idea seemed, and in turn, fans upped their own agitation. Fan posters fooded the Internet, quote blogs popped up all over the place, Jason Bateman amassed 700,000 followers on Twitter, and rather than a handful of obscure performers reuniting at a minor convention of sorts, the entire cast gathered at the behest of The New Yorker. (Which led to the cast being asked about this mythical movie even more often.) It took six years, but eventually Netfix, seeing just how many people were rewatching the original 53 episodes via streaming, realized that there's always money in a banana stand and green-lighted a fourth season. (Thereby jump-starting the hopes and dreams of *Party Down* fans: All things are possible!) Now that they've brought the show back from the dead, AD fans have turned their attention to bringing back one of their favorite characters, Mr. Steve Holt. (Steve Holt!) Once they save Steve Holt, everything will be right in the Bluth universe.

9



Doctor Who

Photo:BBC

POPULARITY: Holds Guinness World Record as world's longestrunning science-fction television show, having debuted in 1963; currently broadcast in about 50 countries; current run launched in 2005, has won 30 BAFTAs, and six Hugo Awards; most downloaded series in the U.S. on iTunes in 2011.

FACEBOOK FOLLOWERS: 2.7 million

TWITTER FOLLOWERS: 263,000

FAN NICKNAME: The term "Whovian" has been in use since the eighties.

MAIN HANGOUTS: It can take an hour to sift through just one labyrinthine, 30-page thread on the message boards of Gallifrey Base. For more daily updates, there's the Base's sister site, the Doctor Who News Page.

AVERAGE DEMOGRAPHIC: In the U.K., *Doctor Who* was always a family program. However, in the U.S., the show's earlier incarnations were mostly embraced by sci-f-loving men who discovered it on PBS in the eighties. But since its 2005 revival, it has steadily continued fnding a wider and larger audience; it now has a notably large female following, compared to other long-running sci-f properties.

DEVOTIONAL PROFILE: From fan-run conventions (Gallifrey One

in Los Angeles has staged an event yearly since 1990), to myriad fanzines (the Doctor Who Club of Australia has published more than 200 issues of *Data Extract* since 1980), and the stylish production of numerous fan flms (the third and fnal part of a reimagining of the lost 1966 serial "The Power of the Daleks" was recently released online), the *Doctor Who* fan appears to be as resourceful as the series' time-traveling protagonist.

In fact, it was fans who kept the Doctor alive in the U.K. when the BBC canceled the show in 1989 until its reboot in 2005: The TV network, seeing no value to its defunct character, let fans write a series of novels starting in 1991 and, further down the road, permitted a former Doctor Who Magazine editor to produce further audio adventures for CD and download, voiced by old cast members. Both of these enterprises continue today with many of the same fan players behind the scenes, and with each brand counting their numerous releases well into the hundreds. While they've become viable arms of Doctor Who, what's noteworthy is how both were key to keeping the Whoniverse alive and in the public consciousness for the sixteen lean years the series wasn't on the air. The line between Doctor Who fan and professional has, in modern times, frequently been a blurry one. One of the writers of that initial series of novels? None other than Russell T Davies, the man who so successfully reenvisoned Doctor Who in 2005 for modern TV audiences.

So, as the fans continue to commune, create and debate (as with the undying question of the ages: Which of the eleven actors who have played the Doctor is the best?), it's clear that this vibrant community will keep on doing so well after the series has someday ended. And then, just as a new actor has always emerged to take over the TARDIS, perhaps an enterprising fan will step forward to revive and reinvent the Doctor for TV once again.

8

Lady Gaga



Photo:Getty Images

POPULARITY: Estimated 23 million albums and 64 million singles sold worldwide; the Monster Ball Tour was the ffteenth-highest-grossing tour ever and highest-grossing tour by a debut headlining artist, grossing about \$227.4 million over 200 shows. Has 174,103,423 YouTube channel views.

FACEBOOK FOLLOWERS: 53 million

TWITTER FOLLOWERS: 30 million

FAN NICKNAME: Little Monsters

MAIN HANGOUTS: LittleMonsters.com, GagaDaily.com,

LadyGagaNow.Net

AVERAGE DEMOGRAPHIC: Though her songs appeal to moms, too, the core Monsters are gays and younger women.

DEVOTIONAL PROFILE: On a 2011 episode of *SNL*, Lady Gaga was in a sketch with Justin Timberlake called "What's That Name?", a game show in which the two singers had to remember various people's names. The main joke was that the aloof Timberlake didn't know the names of Chris Kirkpatrick or a girl with whom he recently had sex, yet Gaga not only instantly recognized Alphonse, a random fan who went to her "monster show," but she then ofered to pay for his sister's medical bills. The point was simple: Lady Gaga is a megastar woman of the people: She's Mama Monster but also one of them.

Her willingness to be open with her insecurities cements her bond with her fans, many of them high-schoolers going through the most insecure time of their lives: Recently, they rallied around her en masse on her site when she opened up about her history of struggling with anorexia and bulimia, commiserating and empowering her and each other with their own experiences with the disorder. The perception is she'll do anything for her Little Monsters (whether through donating to charities that matter to them or dancing until she throws up), but her frankness about her own issues cues her fans that she needs them as much as they need her: This isn't just about idolizing a pop star – they're all in it together. So, they follow - her every word on Twitter - where she has by far the most followers; bring her *very personal* gifts at arena shows; spend hours Photoshopping her into a fabulous unicorn; and dress up like her at concerts, pride parades, and Halloween. She has been the most popular Halloween costume consistently for the past three years, selling in the millions. Not to mention the many who fabricate their own. It's not an easy costume to make (where will you fnd all those Kermits?)

but, to her fans, it's less of a costume than a uniform.



Hunger Games



Photo:Getty Images

POPULARITY: Suzanne Colllins's book trilogy is Amazon's best-selling series of all time, while the 2012 flm counterpart had the ffth-biggest opening weekend in history (\$152.5 million domestic) and became the thirteenth-biggest-grossing domestic movie of all time (\$408 million). Has inspired countless tie-ins (a cookbook, a sports club workout, a \$999 Mockingjay pin).

FACEBOOK FOLLOWERS: 7.8 million

TWITTER FOLLOWERS: 657,000

FAN NICKNAME: Tributes

MAIN HANGOUTS: Mockingjay.net, Hunger Games Tumblrs

AVERAGE DEMOGRAPHIC: Female, teen, or teen at heart. Thanks to better writing and kid-on-kid violence, the franchise attracts a wider following than its vampire counterpart, *Twilight*, but the core audience is still young women.

DEVOTIONAL PROFILE: Mere hours after Jennifer Lawrence was cast as the big-screen Katniss in 2011, the forums were rumbling: She's not skinny enough! She's too fair-skinned! Her hair is (gasp) blonde! The immediate outrage over Lawrence — a 20-year-old Oscar nominee and an obviously talented actress — was about fdelity; Collins's books enthralled young readers (and the elders who read along with them) because of their precise, horrifying detail. So cue the ever-vigilant *Hunger Games* fan Tumblr, which monitors casting notices and opines daily about which actors meet the exacting specifications of the source material for the upcoming sequels. They post set photos and analyze costume and makeup decisions. They speculate endlessly about which minor characters will or will not make it into the movie.

And though it is young adults (read: teen girls) who participate most enthusiastically in this online behavior, the *Hunger Games* phenomenon has overtaken their elders, too. It is hard to find a parent without an opinion on the franchise's violence or a twentysomething female without an opinion on Gale versus Peeta. Most crucially, it is near-impossible to meet anyone who has not seen the movie: The widespread book-tomovie obsession resulted in an astounding opening and toppled all previous *Twilight* records. Should there be any doubt about continued interest, just consult the fan sites, where a never-ending war rages on about the physical embodiment of Finnick Odair and whether Sam Clafin is ft to play him. (Spoiler alert: He is probably not. But a record number of moviegoers will buy tickets to fnd out.)

6____

Lord of the Rings



Photo:Getty Images

POPULARITY: Saga considered the third best-selling novel ever written (J.R.R. Tolkien's *The Hobbit* is fourth), with more than 150 million copies sold; flms grossed more than \$2.91 billion worldwide and garnered 30 Academy Award nominations, winning seventeen, including *Return of the King's* Best Picture win.

FACEBOOK FOLLOWERS: 10.4 million

TWITTER FOLLOWERS: N/A, but this random J.R.R. Tolkien

Twitter has 32,700 followers

FAN NICKNAME: For fans of the books: Tolkienites or Tolkiendils. Movie fans: Ringers.

MAIN HANGOUTS: TheOneRing.net is the main fan site. The Lord of the Rings Fanatics Plaza is the main location for *LOTR* role-playing games and forums. The e-mail list Tolklang, active since 1990, focuses on the books' languages, while two active newsgroups also from the early nineties, alt.fan.tolkien and rec.arts.books.tolkien, continue.

AVERAGE DEMOGRAPHIC: Fantasy afcionados introduced to the books at a young age and who have followed its family tree down as they have grown up, touching on role-playing games (both dice- and CPU-based), or similar sprawling literary series (perhaps Robert Jordan's *Wheel of Time*, or, of course, *Game of Thrones*).

DEVOTIONAL PROFILE: With the original novels released in 1955, *Lord of the Rings* had a dedicated fan base decades before Peter Jackson ever said "action" on the movies. The *LOTR* fan was not and is not a passive one; they're scholars, studying and eventually teaching college courses about the books. Then the movies came out in the early 2000s and the fan base grew exponentially. Some went back and read the books, some didn't, but they were equally obsessive. It was at this time that the fans split into factions: new fans, old fans who liked the movies, and the Purists or the Old Guard who disliked Peter Jackson's work. As a result, a big part of being a fan nowadays is participating in the debates over decisions the filmmakers made about ambiguous parts of the books, like: "Do Balrogs have wings?" That being said, though the Old Guard prefers new fans read the books, deferential new fans are given respect within the community and play *LOTR*-themed role-playing games along with the Purists. The movies also led to a surge in *LOTR* vacationing from new and old fans alike. Since the frst flm's release, millions of fans have made the very expensive fight to New Zealand just to see where the flms were shot. After shooting *The Hobbit*, Jackson helped make the Hobbiton set a permanent attraction, which will likely only increase visits.

Fans followed Jackson's flming of *The Hobbit* as carefully as they did the previous three flms, with the director again working with TheOneRing.net to supply fans tidbits and updates, and acolytes are beside themselves with anticipation for the frst movie, An Unexpected Journey, which opens on December 14. However, though Jackson is a hero to the community for his allegiance to Tolkien's epic source work in the last three flms, there is some trepidation amongst the fock about his decision to turn what is a 310-page children's book into three flms. But just as the Star Wars prequels did not have grown Jedi fans disavowing Empire Strikes Back, if the Hobbit trilogy proves disappointing, it won't taint the Tolkeinites' devotion to the books or earlier LOTR movies. For many of them, LOTR was their defnitive entry point into a world of fantasy that they have been mesmerized with ever since: They play roleplaying games and read/watch other fantasy because it shares a vocabulary that LOTR pioneered. Tolkien's work is elevated in their mind above all else because it was their frst love. And when they fnd the soul mate who shares their frst love, they can both drop more than \$4,000 on two One Rings to seal the deal.

5 –

Justin Bieber



Photo:Getty Images

POPULARITY: At age 18, has released three straight No. 1 albums (*My World 2.0, Under the Mistletoe, Believe*) and sold 15 million copies since 2010; racked up 786,712,923 (and counting) YouTube views of "Baby" since 2010; and made a 3-D concert flm that earned \$73 million domestically (and \$30 million on its opening weekend). Sold \$60 million worth of his two perfumes.

FACEBOOK FOLLOWERS: 46.8 million

TWITTER FOLLOWERS: 28.8 million

FAN NICKNAME: Beliebers

MAIN HANGOUTS: The Bieberhood, Justin Bieber Tumblrs

AVERAGE DEMOGRAPHIC: Girls under the age of 12 who are not ashamed to make videos crying about how they will never marry Justin Bieber. They love him above all else.

DEVOTIONAL PROFILE: Once upon a time, adolescent girls papered their walls with *Tiger Beat* posters, memorizing the studio-approved factoids and quotes (JTT is going to Harvard! Devon Sawa likes macaroni and cheese!) that constituted a teen heartthrob's public personality. Imagine if you could apply that infatuation to a walking, talking, singing celebrity — someone who actually comes to life with one click of the YouTube "play" button. The result is Justin Bieber, the frst teen idol of the Internet era and the frst love of millions of American tweens.

They will scream through the entirety of his sold-out shows; they will mob his promotional appearances (to the point that Bieber regularly fnds himself trapped in hotels while the local police attempt to disperse the crowd). "Boyfriend," his most recent music video, was viewed 17 million times within a week of its release; "Call Me Maybe," the (genius) Canadian pop song that Bieber tweeted out to his 28 million followers, spent nine weeks on the top of the *Billboard* Hot 100. All major pop stars have an army (or navy, in Rihanna's case) of Twitter followers; Katy Perry and Rihanna sell millions of albums, too. But the diference is in the quality of worship. Justin Bieber is not just a singer; he is an imaginary, ever-present boyfriend to millions of tween Americans. Remember how you felt about your frst crush? Exactly.

4

Harry Potter



Photo:Getty Images

POPULARITY: Seven *Harry Potter* books are best-selling book series in history, with 450 million books in print; fnal installment *Harry Potter and the Deathly Hallows* holds Guinness World Record for fastest-selling work of fction in 24 hours (11 million copies in the U.S. and U.K.). Books are published in 73 languages, making J.K. Rowling one of most translated authors in history; eight flms have grossed 7.7 *billion* dollars, making it highest-grossing flm series of all time. Potter brand in its entirety is worth more than \$15 billion.

FACEBOOK FOLLOWERS: 50.7 million

TWITTER FOLLOWERS: 728,000

FAN NICKNAME: Potterheads, Potterites, Muggles (though some believe "Muggles" is a term for nonfans). The very vocal subset of fans who believe Harry and Hermione should have ended up together call themselves Harmonians.

MAIN HANGOUTS: Rowling's own Pottermore for interactive reading; Mugglenet and the Leaky Cauldron for news and forums; Fiction Alley for fan fction; the Harry Potter Companion for fan art; Mugglecast, Pottercast, and Potter Pensieve for podcasts.

AVERAGE DEMOGRAPHIC: Although nominally children's fction, the books have attracted a much broader readership — a fact the publishers have acknowledged by releasing separate covers for child and adult readers. Both the books and the flms "age" with Harry, growing progressively darker as the series continues (thus the PG-13 ratings for the later flms). But unlike most fantasy series (except those that focus on romance), the convention scene skews more female.

DEVOTIONAL PROFILE: Outsiders predicted there would be a post-*Potter* depression following the release of the last book and the last flm, and yes, there might have been a slight slump at frst, but the fandom quickly bounded back before you could say, "Accio wand!" Potter

love has transcended the story's completion, especially with a new generation of converts discovering the books for the frst time (which is why J.K. Rowling is still careful to avoid spoilers when she speaks). And while *HP* fans are happy to read (and reread) the books, part of the magic is feeling like they're part of Harry's world. They go to Pottermore to get assigned their house and wear their colors with pride, even if they've been put in Slytherin. They might have a wand at the ready, just in case. And robes. For the more elaborate props not available for purchase, fans make pilgrimages to museum exhibits, places featured in the flms , and the *HP* amusement park in Orlando, where you can drink Butterbeer in Hogsmeade. But that's all if you're just kinda casual about it.

Serious fans aren't content to play tourist; creating something new, or placing Rowling's work in a new context, is what keeps the fandom's blood pumping. Fanfc for HP surpasses that of Star Trek, and it can get pretty pornographic — a lot of the slashfc involves pairings such as Harry/Draco, Hermione/Snape, even Dumbledore/Fawkes (and need we remind you Fawkes is a bird?). Parodies thrive, and there's much wrocking out to wizard rock – an indie underground innovated by the HP fandom that boasts some 500 bands. Rowling and Warner Bros. allow the bands to perform and sell CDs so long as they remain not-forproft, which limits the growth of the genre, but that hasn't stopped other fandoms (Twilight, Hunger Games) from adopting the practice. Fans also play a real-world version of Quidditch – a bruising mash-up of rugby, basketball, and dodge ball, with brooms, of course, but no fying - and it's become an international sport, with 798 teams in the U.S. alone. That not dedicated enough for you? How about fans who have lightning bolts tattooed on their foreheads? Or who have legally changed their name to Draco? Fans may grumble that Pottermore isn't satisfying enough (too many technical hiccups!), and they debate whether Rowling shouldn't write another book after all – because loving Harry Potter is not something you grow out of.

3

Twilight



Photo:Getty Images

POPULARITY: Books by Stephenie Meyer have sold well over 100 million copies worldwide; flm adaptations are gigantic blockbusters in theaters and on home video; highest grosser *Eclipse* made \$300 million domestically

FACEBOOK FOLLOWERS: 35.2 million

TWITTER FOLLOWERS: More than 1 million

FAN NICKNAME: Twi-hards, Twilighters, Team Edward, Team Jacob

MAIN HANGOUTS: YouTube, where Twi-hards like "nuttymadam3575" can post tearful reaction videos, and Twilighted, where fan fction fourishes (*50 Shades of Grey* famously got its start as thinly veiled *Twilight* fan fction).

AVERAGE DEMOGRAPHIC: Teenage girls and women in their twenties who like their romantic fction to have some supernatural spark.

DEVOTIONAL PROFILE: Every so often, Hollywood gets a reminder that young men aren't the only ones who go to the movies in droves. It happened in 1997, when *Titanic* became a cross-demographic blockbuster that nonetheless earned most of its cash thanks to repeat business from young women. Still, the lesson didn't truly sink in until 2008, when the frst *Twilight* flm earned a staggering \$192 million from an audience that was almost exclusively female. The frst flm was well timed, arriving at the feverish peak of popularity for Meyer's book series, and it made superstars of its three leads; the next three sequels would do even better, earning around \$300 million each. Studios that had formerly been on the hunt for the next *Harry Potter* franchise now modifed their search: Maybe, if they tracked the avid reading habits of young women, they could fnd the next book-to-flm phenomenon in its infancy.

What was it about the *Twilight* series that fans sparked to? Partly, it's the way the series firts with sex (the bloody transition from human to vamp is a metaphor for the loss of virginity) while still remaining chaste enough that younger fans can be drawn in ... at least until Edward and Bella have their honeymoon night. But Meyer was smart to stoke her fans' passions with the central love triangle between Bella and her beaus Edward and Jacob; when battle lines were drawn online between those who were Team Edward and those on Team Jacob, it only increased the bond between the reader (or viewer) and Meyer's story. *Twilight* fans are

so ardent, in fact, that geek mecca Comic-Con had to start slotting its *Twilight* panels earlier in the convention to suit the Twi-hards, who regularly queue up days in advance for the flm franchise's panels, swamping the less devoted fans of Marvel movies and other comic-book blockbusters. Those boy-heavy fan bases bristled at the intrusion, but they'd better get used to it: The record-breaking success of *Twilight* on the best seller list, at the box ofce, and on home video is only the beginning of a femme-dominated genre force, not an anomaly.

2

Star Wars



Photo:Getty Images

POPULARITY: Seven *Star Wars* movies (two trilogies and the *Clone Wars* flm) have grossed \$4.5 billion around the world. Thirty-fve years after the original movie came out, George Lucas's spinof industry includes toys, video games, CDs, books, TV series, cookie molds, Mr. Potato Heads, along with animated *Clone Wars* series, Dark Horse comic book, and seemingly ceaseless number of rereleases. Approximately 500,000 people around the globe listed Jedi Knight as their religion on ofcial census forms.

FACEBOOK FOLLOWERS: 8.85 million

TWITTER FOLLOWERS: 269,000

FAN NICKNAME: Warsies.

MAIN HANGOUTS: Ofcial site Starwars.com, fan Mecca TheForce.net

AVERAGE DEMOGRAPHIC: The question, really: Who *isn't* a *Star Wars* fan? It probably skews a bit more malethan female, given the abundance of boy toys in the seventies and eighties (and the original trilogy's single female character), but the Expanded Universe's more gender-neutral cast has balanced it out a bit. And it is one of the few continually renewing fandoms, given the geek tendency to want to spread the love to their spawn.

DEVOTIONAL PROFILE: Much like *Star Trek* fans, *Star Wars* acolytes are everywhere, from the casual "May the Force Be With You" dropping guy, who occasionally pretends that he's using the Force when the supermarket doors open, to the men and women of the **501st** Legion, an international fan organization modeled after Darth Vader's Stormtroopers, who have led the Rose Bowl parade and helped raise millions in charity. (Also, just head to your nearest search engine and peruse the approximately 4.4 million responses for "Star Wars tattoo.") Lucas has encouraged the fans at every turn, lending his weight behind the Star Wars Celebration series of conventions, held since 1999, and

fully supporting a robust fan-flm community (provided no one charges money for people to view them), even holding an ofcial Star Wars Fan Film Festival.

The ever-expanding universe through comics and TV shows continually gives fans new topics to scrutinize and debate, and *Star Wars* fans have a love-hate relationship with Lucas: For as much as he's provided a formative, positive infuence in their lives, the fact that he continues to "refne" the original trilogy with digital enhancements is a sore point: Just mention "Han Shot First" and strap in for a tirade that may or may not include the phrase "George Lucas raped my childhood." However, the irony is that these apoplectic older fans usually have passed their *Star Wars* obsession to their children, who often prefer the prequels and tweaked originals that have so annoyed their parents. And so the two generations keep fan activity alive, whether through joy or disgruntlement.

1

Game of Thrones



Photo:Getty Images

POPULARITY: George R.R. Martin's award-winning book series *A* Song of Ice and Fire (which begins with *A Game of Thrones* and has

spread through fve novels so far) is one of the best-selling fantasy sagas in the last decade, selling more than 15 million books worldwide, having been translated into more than 40 languages. Emmy-winning HBO series based on books is third-most-watched series in the history of the channel, averaging 10.3 million total viewers per episode; most pirated show of 2012.

FACEBOOK FOLLOWERS: 4.2 million

TWITTER FOLLOWERS: 465,000

FAN NICKNAME: There isn't one umbrella moniker, but various fans dub themselves the Brotherhood Without Banners, the Bookwalkers (viewers of the TV series who have read the books), the Unsullied (viewers of the TV series who have not read the books), and the GRRuMblers (fans who wish George R.R. Martin would write faster).

MAIN HANGOUTS: Westeros.org and WinterIsComing.net for news, forums, and roleplay; ToweroftheHand.com, for rereading the books; Podcastofceandfre.com for podcasts.

AVERAGE DEMOGRAPHIC: Despite a nerd-alert review by the New York *Times* that said it only appeals to "Dungeons & Dragons types," afcionados of both the books and the TV series extend well beyond the fantasy crowd. The show reaches a broad audience, and the readerviewer combo fans tend to be literate, creative, and patient — because they *have* to be: The last book was more than 1,000 pages long, after a wait of six years. Who knows how long it will be until book six, *The Winds of Winter*, arrives? **DEVOTIONAL PROFILE:** Star Wars may have wider anthropological permanence, more cottage industries, and a wider age range of fans. *Twilight* may induce more screams and tears. And Harry Potter may be a new rite of passage for children everywhere. But Game of Thrones has the most devoted fanbase of all because of the sheer surging might and immediacy of its readers (and viewers') obsessiveness over a story that is still in the midst of unfolding. The main arcs behind the other giant franchises have been told, even if fans are still immersed in the movie follow-throughs or ancillary side mythologies. But GoT fans feel like they are in the midst of the adventure; they are as anxious for the coming of winter as the series' characters. It has driven some to extremes; Martin partly avoids online GoT forums because if he does bother to blog or respond to fan queries, people assume he's wasting valuable time that could be spent *fnishing the next book*. This came to a head as six years dragged on between the fourth and ffth installment, which fnally came out last year; fans were driven mad over the wait, leading to an impassioned defense of Martin by Neil Gaiman (which spawned the catchprase "George R.R. Martin is not your bitch"). These are people who adore the saga so much that they often anticipatorily resent its creator for the possibility that it might not end satisfyingly. (Or end at all.) They have too much invested in this saga to implicitly trust its very creator. To satiate and perhaps calm these nervous followers, Martin has been reading sample chapters aloud from Winds of Winter.

Fans who don't read the books, however, are unconcerned with these developments; their primary issue is one of spoilage, because readers have a tendency to dissect events before HBO even has a chance to shoot them (the Red Wedding is not really a wedding — discuss). But the two factions have brokered an uneasy peace and learned to trade theories (Who is Jon Snow's mother? Was Ned Stark even his father?). Genealogy matters in *GoT*, which is why who has sex with whom is a big deal and the source of much fanfc. (Fans love to imagine Jon Snow getting some

action, though Martin is famously opposed to fan fction.) To keep themselves warm as winter is coming (and it is coming, eventually!), *GoT* fans also keep busy expanding and modernizing the medieval world of Westeros, beyond the usual fan art and mash-ups, as inventive as those may be. The most devoted get tattoos of the house sigils. They buy replica swords and engage in on- and of-line role-playing games. They fgure out the recipes for the food, write cookbooks, and serve up whole feasts of Dothraki goat, pork pies, and lemon cakes. Speaking of Dothraki, some fans actually learn to speak Dothraki, which became an entire constructed language à la Klingon from *Star Trek* or Quenya from Tolkien — but so far, no Valyrian beyond a few phrases. In short, though the Most Devoted Fans may be dying for a sixth book, they defnitely keep themselves busy without it.

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12:26 a.m.

Imagine This Guy Ordering This 'Weinstein Is Innocent' T-Shirt to Wear to the *Suspiria* Premiere

Italian director Luciano Silighini Garagnani donned his homemade protest top for the Venice Film Festival red carpet.



Yesterday at 10:54 p.m.

At This Point, Dave Bautista Doesn't Even Know If He Wants to Be in *Guardians of the Galaxy Vol. 3*

"To be honest with you, I don't know if I want to work for Disney."



Yesterday at 8:19 p.m.

Set The VCR Growing In Your Torso: David Cronenberg Is Developing a TV Show Oh good, you've been looking for a new flesh.



Yesterday at 4:03 p.m.

Celebrities Defend Geofrey Owens Having a Job Just a reminder that the world needs grocery store workers, too.

Yesterday at 3:00 p.m.



Ozark Recap: Everything is Broken

Season two ends with a revelation about how far Wendy will go to get what she wants.



Yesterday at 1:45 p.m.

HBO's *My Brilliant Friend* Adaptation Should Have Been an Anime

I'm kidding? No, not really.



Yesterday at 12:43 p.m.

U2 Ends Concert Early After Bono Loses His Voice Onstage

"We don't know what has happened and we're taking medical advice."



Yesterday at 12:13 p.m.

CNN Pulls Parts Unknown Episodes Featuring Asia Argento The network removed the episodes from its streaming service following

The network removed the episodes from its streaming service following sexual assault allegations.



Yesterday at 12:00 p.m.

Ozark Recap: Nothing Personal

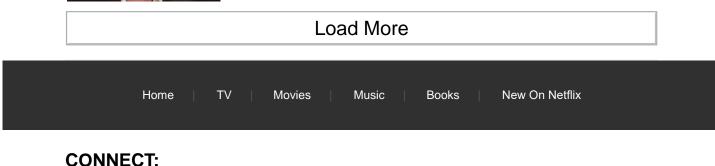
Rifts deepen in the marriages of the Byrdes and the Snells in season two's eventful penultimate episode.

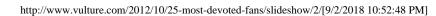


Yesterday at 11:37 a.m.

William H. Macy Gives the Perfect Dad Response to Emmy Rossum's Departure

He just gave us all a reassuring pat on the back, verbally.





The 25 Most Devoted Fan Bases -- Vulture

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EXHIBIT 6

Exhibit N - Page 103

13 Reasons I'll Never Stop Watching 'Real Housewives'

By MARENAH DOBIN Aug 30 2016



SOURCE: Alberto E. Rodriguez/Getty Images Entertainment/Getty Images

13 Reasons I'll Never Stop Watching 'Real Housewives'



Almost every time a friend texts me to ask what I'm doing or what my plans are for the night my answer is "Watching *Real Housewives* Iol." If it seems like *Real Housewives* is always on TV that's because it pretty much is. And I'm happy about that because there is no way I will ever stop watching *Real Housewives*. No matter how many franchises they add or how many times I watch the same episodes over and over, I will never tire of the show.



There a lot of people who understand and share my obsession, but there also plenty of people who question my devotion to the series. For the most part, I try to avoid that 13 Reasons I'll Never Stop Watching 'Real Housewives'

kind of negativity and other times I just try to persuade people to join in on my lifestyle.

ADVERTISING

inRead invented by Teads

The franchise just has so much to offer. It provides stability since I know that there will always be a *Real Housewives* of some city airing new episodes soon. On the other hand, there is always something new and exciting happening. *Real Housewives* will never ever get stale.

These are some of the reasons why I will never get over watching Real Housewives.

1. Unforgettable Quotes

These women really do say the darnedest things. You never know what's going to come out of their mouths, but it's almost always quotable and instant meme material.

2. Iconic Moments

At this point, the big moments on *Real Housewives* have become iconic. For instance, I'm pretty sure that everyone on the planet has seen the infamous Teresa Giudice table flip.

3. Family Drama

The *Real Housewives* cast lets the fans into many aspects of their lives, including problems with their spouses and children. As the title of the franchise suggests, these women keep it "real." Plus, *Real Housewives of Beverly Hills* and *Real Housewives of New Jersey* actually have cast members who are related, which is compelling to watch.

4. Rich People Problems

When it comes down to it, we are all human, but these ladies have problems that I could never imagine. I'll never forget Vicki Gunvalson flipping out when a car service sent a family van to pick her up on *Real Housewives of Orange County*. These ladies are all about living luxurious lives, so it's interesting to see them coping when their stylish demands don't go their way.

5. So Many Cities

There are so many different *Real Housewives* shows and each one has its own unique vibe based on the city it's in. They may all have the words "Real Housewives" in the title, but every one of the shows is unique enough to stand on its own.

6. Shameless Product Placement

Although it can be kind of annoying to watch the women constantly talking up their businesses and bringing up their products that they want to sell during completely unrelated conversations, I personally find it hilarious. A shameless plug never fails to amuse me.

7. Adorable Kids

I've always thought that the *Real Housewives* children could have their own spinoff show. They are just so entertaining and quotable all the time.

8. Crazy Story Lines

Real Housewives never runs out of drama. Truth really is stranger than fiction. From the feuds between cast members to mysterious illnesses to jail time, there is always something shocking going down.

9. Over-The-Top Parties

These ladies have the most extravagant parties pretty much once a week and always for the most random reasons. Kyle Richards has a white party every year on *Real Housewives of Beverly Hills*. Shannon Beador had a party to celebrate being an Aries on *Real Housewives of Orange County*. Heather Dubrow even threw an event to celebrate changing her last name from her maiden name to her married name.

10. Intense Arguments

It's better for people to get along in real life, but it's so much more entertaining to see people at odds on *Real Housewives*. There have been plenty of <u>iconic fights on *Real Housewives*</u> Housewives over the years.

11. Wine Throwing

Brandi Glanville was infamous for throwing wine during her time on *Real Housewives* of *Beverly Hills.* Tamra Judge threw wine at Jeana Keough during an episode of *Real Housewives of Orange County.* It is pretty much a *Real Housewives* standard at this point.

12. The Attempts At Singing Careers

There is nothing I love more than a Real Housewife trying to launch a singing career. From Luann de Lesseps' "Money Can't Buy You Class" to Kim Zolciak's "Tardy for the Party," I really live for these songs. They are such guilty pleasures.

13. The Dancing

The women on *Real Housewives* are always turning up and dancing it out. It gives me life and makes me want to live vicariously through them.

So, if you aren't already addicted like me, now you know there are way too many reasons to watch this gem of a show.

Images: RealityTVGIFs/Tumblr (13), Giphy (1)

EXHIBIT 7

Jim Bellino Plastic Surgery - Celebrity Net Worth

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Jim Bellino Plastic Surgery

PUBLISHED ON 20 MAY, 2018

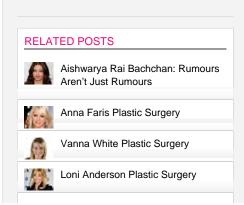
CELEBRITIES PLASTIC SURGERY

FOLLOW US

Jim Bellino is the husband of Alexis Bellino, and he is a famous star of a reality show "The Real Housewives of Orange County". He is best known for his business, which is established by his forge engagements. He has recently been involved in controversies for writing the forge cheques, addressed to the contractor whom he hired. He accumulated most of his money by forge business. Jim is 55, and he invested the money on himself by getting involved in cosmetic surgeries.

Chin Implant

Jim's chin was augmented, and it looks quite different from the one that he used to own. His chin has a round shape. His previous appearance had an appeal. He still owns that, but if we compare, it is lesser now.



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Jim looks quite different in both the pictures. His chin appears to be a bit bigger. There is not much space between his new chin and lower lip. Also, it changed the whole look of his face. After the cosmetic surgery, he looks quite old.

This implanted chin does not suit him, and he looks terrible. He looked way better without any surgery. It is not necessary that every surgical change will enhance your features and make you beautiful. It can make you look even worse, like in the case of Jim. Tell us what do you think? What is your opinion about plastic surgery?

Tags: cosmetic surgeries, jim bellino chin before after, jim bellino chin implant, jim bellino plastic surgery before and after, plastic surgery

9	Dyan Cannon Plastic Surgery
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OC Housewives' Jim Bellino Sued For Fraud, To Sue Chase Bank? (https://www.realitytea.com/2010/12/22/ochousewives-jim-bellino-sued-for-fraud-to-sue-chasebank/)

by Reality Tea (https://www.realitytea.com/author/admin/) on December 22nd, 2010





(https://cdn3-www.realitytea.com/wp-content/new-uploads/2010/12/Alexis-Jim-Bellino-vegas.jpg)

More bad news for <u>Alexis Bellino (http://www.realitytea.com/tag/alexis-bellino/)</u> and her husband <u>Jim</u> <u>Bellino (http://www.realitytea.com/tag/jim-bellino/)</u>.

Just weeks after Jim, star of the Real Housewives of Orange County

(http://www.realitytea.com/category/real-housewives-of-orange-county/), filed for Chapter 11 bankruptcy (http://www.realitytea.com/2010/12/11/oc-housewives-jim-bellino-files-for-bankruptcy-protection/) protection for his company, the OC Register is now <u>reporting (http://articles.ocregister.com/2010-12-</u> 20/news/25294117 1 bellino-home-foreclosure-auction-suit) he is being sued for fraud.

The lawsuit which was filed in Orange County Superior Court in April 2009, alleges fraud, deceit, wrongful foreclosure, breach of written contracts and other complaints.

According to the suit, Jim, his lawyer <u>Michael York (http://www.realitytea.com/tag/michael-york/)</u>, and California Empire Funding Corporation wrongfully foreclosed on a Laguna Beach property called the InVogue Hotel. The couple behind the suit, **Shashi Tejpaul** and **Gail Duncan**, are saying that despite making payments on the property and getting a written and verbal agreement from Jim and his lawyer, they still elected to foreclose on the property.

CLICK HERE TO SEE PHOTOS OF ALEXIS & JIM'S HOME IN FORECLOSURE!

wkegiuva.empon.auction-friday-seehome-photos/)

Jim, 48, and his lawyer York, who also happens to be his brother-in-law, however deny the allegations stating Teipaul and Duncan made misrepresentations to obtain the loan, used the money for other purposes and stopped making payments on their loan.

Jim and his company have also filed a counter suit against Tejpaul and Duncan alleging fraud amongst other things.

The fraud suit against Jim is set to go to trial Jan. 10, which happens to be the same date the bank is planning to hold an auction on Alexis and Jim's home which is still in foreclosure. The auction date was postponed to Jan. 10 after Jim filed bankruptcy protection for his company Global Marine Inc., which just happens to hold the title to the Bellino home.

The Bellinos' attorney also tells (http://www.radaronline.com/exclusives/2010/12/oc-housewife-alexisbellino-faces-more-legal-battles-considering-suing-chase-bank) RadarOnline that Jim and Alexis are not going down without a fight as they are now considering suing Chase Bank. "Right now we're considering legal action against Chase, regarding the fact that they changed the terms of their loan modification agreement," said York.

TELL US - WHAT ARE YOUR THOUGHTS ON THE LATEST WITH THE BELLINOS?

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There's A Lot More To The 'This is Us' Kids Than You Ever Knew



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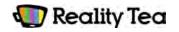
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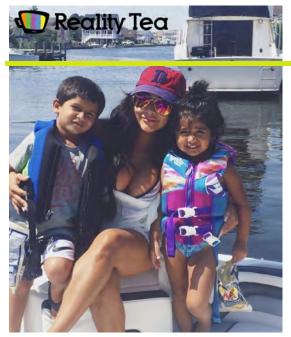
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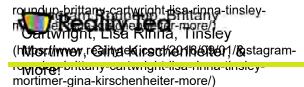


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EXHIBIT 9



See Where Jim Proposed to Alexis Bellino

The former #RHOC star shares the breathtaking spot where her hubby popped the

question 11 years ago.

May 29, 2015 • 3:50 PM ET



In late April Alexis and Jim Bellino celebrated ten years of wedded bliss together—and he surprised the former *Real Housewives of Orange County* star with **some serious bling** for the occasion, which she shared **a closeup of this week**.

Now Alexis is sharing another special anniversary that involves a big diamond: her engagement. The mother of three took to her Instagram to show fans just where Jim popped the question.

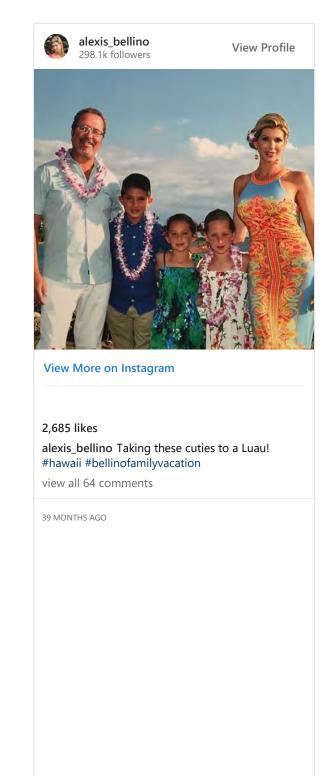
"11 years ago, Jim proposed to me at sunset at this exact same table at Ferraro's Four Seasons," she writes. "It was surreal to go back again, and relive that night. It sounds so cliche, but time seriously flies by. I'm going to find the pic from his unexpected proposal to show you." Sounds like Jim is pretty good at surprising his bride!



View More on Instagram

3,522 likes

alexis_bellino 11 years ago, Jim proposed to me at sunset, at this exact same table at Ferraro's Four Seasons. It was surreal to go back again, and relive that night. It's sounds so cliche, but time seriously flies by. I'm going to find the pic from his unexpected proposal to show you. #Ferraros The family has been enjoying some fun in the sun vacationing in Hawaii this week.



And of course Alexis has been showing off her sexy curves since heading to the tropical island.



View More on Instagram

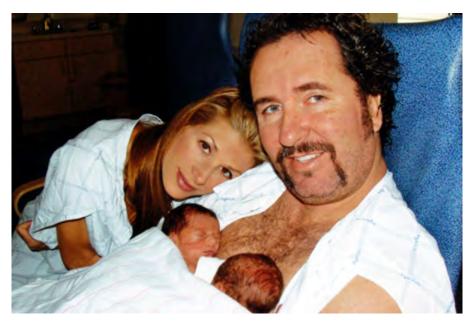
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alexis_bellino The kids can talk me into anything, including riding the waves in this swimsuit. #lifeisshort #havefun #theyhavemewrapped #bellinofamilyvacation #hawaii (suit from DNA Couture Boutique)

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39 MONTHS AGO

Before They Were Housewives: Alexis



1 of 15

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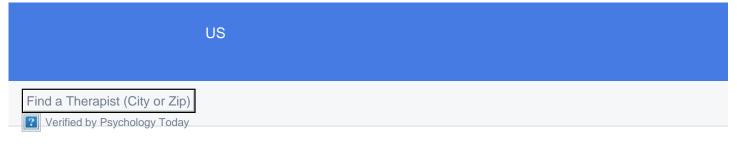
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EXHIBIT 10





Why We Can't Stop Watching "The Real Housewives"

Why We're Fascinated by the Drama & Decadence of Reality Television

Posted Mar 19, 2013





Source:

I've always felt secretly guilty about watching Bravo's "*The Real Housewives of Beverly Hills*," and occasionally, its 20-something spinoff "*Vanderpump Rules*." Would the superficial shenanigans of these privileged, Botoxed divas kill brain

neurons or lead me to be ostracized by my Ph.D. peers? Therefore, I was surprised (and secretly, delighted) to find out that I'm not alone among my intellectual counterparts in watching this pink, frilly eye candy. A survey of over 200 people by my *Psychology Today* colleague Steven Reiss, found that people with intellectual interests were equally as likely to watch reality TV as those without an intellectual bent. "Well, who woulda known?" Of course, we psychologists can always use the excuse that we're watching the *Housewives* merely to practice our skills at diagnosing mental health problems. [We're not really allowed to diagnose real people we've never met, but if we see these women as Bravo-created characters, they may be fair game]. Today's post suggests some (humorous) reasons why we so fascinated by the *Housewives'* status-seeking escapades? (1) Voyeurism & Envy

We get a peek through "The Magic Window" into the lifestyles of the Rich and Famous for Being Famous. Though we know from research that money doesn't lead to happiness beyond the level at which basic needs are met, we all love to get a peek inside the palace walls, so to speak. From the sparkling, huge infinity pool and panoramic view from Lisa Vanderpump's garden, to the Arabian tiled halls of Mohamed Hadid's 48,000 square foot, 58 million dollar Crescent Palace, the *Housewives* and their posse live amid an extravaganza of magnificence. Lisa's gigantic, designer shoe-filled, meticulously organized walk in closet is the size of most people's houses – leading us to feel the whole range of emotions, from envy to disgust. Being a part of this privileged altered universe is much more fun than our daily routine of bills and laundry.

(2) Six Degrees of Separation from Celebrities

Los Angeles is a city built on celebrity and the movie industry. It's the ultimate *"It's Not What You Know, It's Who Your Agent Lunches With"* type of town. Watching *The Real Housewives* feels like we're on the inside – part of the "Cool Crowd," – thus making up for that 8th grade angst of being the class nerd or last to be picked for the volleyball team. The Beverly Hills *Housewives* are just a heartbeat or two away from legendary Hollywood royalty. Kyle's good friend Marissa Zanuck, is the cool daughter in law of the legendary Richard Zanuck, producer of "*Jaws*." whose father, Daryl Zanuck built 20th Century Fox studio. And Kyle and Kim Richards' other sister just happens to be Kathy Hilton, husband of Rick, the owner of the *Hilton* hotel chain, and

mom of the infamous Paris Hilton – known for her blonde hair, long legs, sex tape, and 'blinged out" miniature dogs. New *Housewife* Yolanda Foster's exhusband is Mohammed Hadid, designer of the splendiferous Ritz Carlton hotel chain. And her husband David Foster is a Grammy-winning songwriter and record producer for celebrities of the ilk of Barbra Streisand and Madonna. Kyle's new store designer is the scary Faye Resnick – outspoken friend of Nicole Brown Simpson who was tragically murdered by O.J. Simpson who lived on Rockingham Drive in the 1990s. Watching *Real Housewives* allows you to catch up with virtual "old friends" (or people we love to hate!).



Source: (3) Sex & Scandal

ARTICLE CONTINUES AFTER ADVERTISEMENT

Watching *The Real Housewives* is like reading the tabloids – the really juicy, sordid magazines we're too embarrassed to buy at the supermarket checkout stand. Each season audience members vicariously enjoy the shock and thrill of outrageous social boundary violation. This season, bathroom sex seems to be in vogue – whether it's Brandi Glanville's bathroom sex romp with movie star Gerard Butler at Kyle Richards' pristine White Party or *Vanderpump Rules's* Jax Taylor's lusty bathroom sex with ex-meth addict Laura Lee at SUR (Sexy Urban Restaurant) owned by Lisa Vanderpump. How many of us could afford to risk our jobs and dignity – or would wish to – by doing the dirty in the germ-filled bathroom at work. "Eeeeugh!" we can say in self-righteous disgust as we unwrap another chocolate while fast forwarding through the tiresome commercials to get to the next juicy tidbit!

(4) Over the Top Indulgence

Ad

What would our worlds be like without limits – if we had endless supplies of money, assistants, good taste, and time – and a posse of glamorous girlfriends to share it with? We could strive for perfection in body, mind, and spirit – not to mention in house, clothing, and organization, youth, beauty, and career, marriage, motherhood, and entertaining (if you're into that kind of stuff). While the reality of maintaining such a perfect image – and having cameras rolling on every moment of your life - would probably be pretty miserable, it's fascinating and rather tragic, to watch the *Housewives* spend tens or hundreds of thousands of dollars on plastic surgery, cellulite removal, party planners, travelling zoos for kids' parties, designer shoes, Hermes Birkin bags, and so on. On the other hand, considering the army of personal assistants, nannies, therapists, psychics, energy healers, feng shui practitioners, hair and makeup artists, designers, and the like, these women sure are doing their patriotic share to stimulate the national economy!

ARTICLE CONTINUES AFTER ADVERTISEMENT

(5) Social Hierarchy Shifts

Like many other mammals, we humans are genetically wired to form social hierarchies – with the alpha males and females at the top getting access to the prime cuts while the rest of us fight over the crumbs. The fascinating thing about hierarchies – whether in Beverly Hills or the animal kingdom, is that they keep changing. There are always those plotting to overthrow the King (or Queen Bee) and to recruit other characters into secret or not so secret alliances. There is always someone younger, more beautiful, rich, talented, or socially shrewd waiting to step on stage.

(6) Revenge & Redemption

Part of the fascination of *Real Housewives* is watching the heavy punishment meted out for disloyalty. "Things have changed," Queen Bee" Lisa Vanderpump mouths to the cameras, as she continues to give Kyle Richards the cool treatment for not defending her against Adrienne Maloof and Camille Grammer's attacks. There's a benevolent aspect to the fluidity as well – heretofore enemies can become firm friends as they discover they share similar struggles. Witness the now sober and newly spiritual Kim Richards bonding with arch-enemy Brandi Glanville over single-mom struggles. The continual opportunity for redemption is another uplifting theme. We humans love nothing better than welcoming a reformed sinner back into the fold – be it Kim Richards in recovery or Brandi Glanville apologizing for yet another uncensored, offensive outburst.

Final Thoughts

ARTICLE CONTINUES AFTER ADVERTISEMENT

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There's much more to say and psychoanalyze about *The Housewives*, which is why it's become a multi-million dollar franchise – with new series, new *Housewives*, and new cities being continually rolled out to the delight of eager fans. There's the narcissism of conspicuous consumption and wanting to be in the spotlight. And there's the fact that what you see is a manufactured reality, carefully edited and spliced together around themes scripted by the producers. And what about the transformation of the term "*Housewife*" from it's mid-19th century focus on domesticity and running the household, to a term synonymous with "*girlfriend*" or "*posse member*?" Whether married or single, a mother or childless, rich or poor, working mom or stay at home spouse, friend or enemy, all the women are known as "Housewives." And there's something refreshingly unifying, and transformational about that!

About The Author Melanie Greenberg, Ph.D. is a licensed Psychologist, and expert on Mindfulness, Media, Celebrity, and Relationships. Dr Greenberg provides workshops and speaking engagements for organizations, life, weight loss, or career coaching, and psychotherapy for individuals and couples in her Mill Valley office and, on a limited basis, via distance technologies. Visit her website: http://melaniegreenbergphd.com/marin-psychologist/ Follow her on twitter @drmelanieg Like her on Facebook

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Great post!

Submitted by Lilly on March 24, 2013 - 7:08pm

Awesome post Dr. Melanie :) And it's true! Sometimes I just can't look away LOL I mean turn it off.

Reply to Lilly

Quote Lilly

Thanks Lilly!

Submitted by Melanie Greenberg Ph.D. on October 7, 2014 - 10:40am

Appreciate your comment.

Reply to Melanie Greenberg Ph.D.

Quote Melanie Greenberg Ph.D.

Thank you for this article

Submitted by MACMediator on March 28, 2013 - 1:26am

Thank you for this article Dr. Greenberg. I join you in your fascination of the popular

Bravo series, and I believe my interest stems from my profession. As a mediator, I like to imagine how I could successfully resolve the disputes that frequently arise on the show.

Reply to MACMediator

Quote MACMediator

Your Comment Made Me Think Of.....

Submitted by Melanie Greenberg Ph.D. on October 7, 2014 - 10:43am

Thanks for your comment. As a psychologist, I also often think of how I would treat the Housewives or what diagnoses they have. As a mediator you think of how you would resolve conflict. I wonder if any other professions do the same?

Reply to Melanie Greenberg Ph.D.

Quote Melanie Greenberg Ph.D.

Bravo is ruining my relationship!

Submitted by NYC Boyfriend on August 30, 2013 - 1:32pm

First I would like to thank you for writing this article but the issue with these shows are much deeper. I found your article while searching "how to get my girlfriend to stop watching Bravo". My girlfriend and I have been together for 6 years. She works in media. She watches these shows and yells and screams at the television in regard their hideous actions and the slander that is dished out every day on that network. The characters' unreal expectations of their "friends" and for life in general have given young women a complex. They will look for hate and deceit in everyone because that is what the show preaches for its cast. I feel that Bravo's moral compass is pointing due South.

On the other hand take a look at the quickly fading TLC show "Here comes Honey Boo Boo". This show can be visually disgusting at times with their weird food games and obsessions. But if you step back and look at the other content in the show its all about how much they love and care for each other. No one has any issues about who they are or how they look or what anybody says about them. I would be shocked to find that I am the only one that feels this way. Anyone, please let me know if I am the crazy one.

Best Regard,

NYC Boyfiend

Reply to NYC Boyfriend Quote NYC Boyfriend

Not crazy!

Submitted by Kathy on September 27, 2014 - 5:59pm

I don't think you're crazy. I have pointed out the same item about the Honey Boo Boo show to my husband. Many of us can learn a lesson about what's important from watching this dhow.

Reply to Kathy

Quote Kathy

Bravo's Moral Compass

Submitted by Melanie Greenberg Ph.D. on October 7, 2014 - 10:47am

Thanks for your comment. Certainly Bravo's moral compass is an issue here. Extreme situations and characters get the ratings and so the show can go to some dark places. To the extent it influences era behavior and relationships that is not a good thing.

Reply to Melanie Greenberg Ph.D.

Quote Melanie Greenberg Ph.D.

NYC BFu r not alone. I was

Submitted by JC on July 30, 2015 - 6:58pm

NYC BFu r not alone. I was googling something similar. These shows glamorize TRASHY behavior period. Whether it's arguing/fighting or whoring around with ultra-attractive men. These shows aren't Porn, yet it's Porn for women. Actual Porn (at least for men) is totally separate in our minds. We can separate porn from real life. We know th difference. Women...many I've come across do not. The lines are blurred for them. Things are more complicated and overlap into reality for them. That's my problem with it. I can separate the two, many women are envious and wantthat lifestyle, and if they don't have that "high" or something excitement, th they're leading boring lives. What's not boring??? These shows. So women are shown acting like trashy whores, "that must be what I *should* want" she thinks. Ultimately, *most* women that whore themselves out wind up regretting it because they are not men. Period. Reality sets in and it wasn't as good a *high* as they thought it was. Smh. Anyway. That's why I'm here. I'm concerned that this "female porn", FifthShades etc just leads to more unhappiness because you feel like you're missing out on something more, but in reality, it's not what it's cracked up to be. *Most* women...don't know what they want, and aren't satisfied with their lives because either they can't afford that lifestyle or Johnny BF over there can't afford them that lifestyle...leads to resentment. Just my 2c.

Reply to JC

Quote JC

Gossip

Submitted by Kathy on September 27, 2014 - 11:21am

Hi. I found your article when I googled "psychology of reality housewives." Your article is interesting, but beyond these voyeuristic understandings, I have another question. Why is it that these reality stars, generally yet often, have reasonably healthy relationships with each other prior to becoming stars on the show, and after a season or two, can become vehemently antagonistic toward each other? I think this information could be extremely valuable. We can wonder why we watch these shows, but I also think there are rich lessons to be learned from these ladies and

their behaviors toward each other given the influence of the show. Certainly, greater fame and wealth can pump up an ego to intolerable levels, and I believe this is a factor, but more compelling is how the gossip weighs on their relationships. Normally in relationships with our friends, we don't hear the "idle" gossip going around about us. We may feel sharing information to a friend about another friend is harmless, but it's so evident, on these shows, when the ladies hear the gossip about themselves, they often become injured or ballistic. I think these shows can be an excellent study in the effects of gossip upon our friends. We have loose tongues in our society. Without understanding or meaning harm, we gossip. Yet, what are the effects of gossip upon ourselves and our friends? Is it ever a "good thing" to gossip? Just because our friends may not discover what we say about them, does that make it right?

Reply to Kathy

Quote Kathy

Effects of Gossip

Submitted by Melanie Greenberg Ph.D. on October 7, 2014 - 10:54am

Thanks for your insightful comment. I agree that in real life we don't have to confront what so-called friends say about us in private whereas in the show we see the wounding this causes. The gossip on this show is likely meaner and more vicious than among most real friends since the characters have to be interesting to stay on the show. Lately, there have been lots booted off and new ones put in. That being said, we do gossip in real life. Gossip can be a form of venting, if you don't want to face the person or hurt their feelings. It can be a way of getting support and validation or checking out whether your perceptions are correct. However, gossip can also be used as a form of social aggression - to ruin a reputation or get someone excluded. Teenagers do this a lot and it's just as harmful as physical aggression.

Reply to Melanie Greenberg Ph.D.

Quote Melanie Greenberg Ph.D.

perfection in...mind and spirit?

Submitted by Anonymous on October 24, 2014 - 2:25am

I just had a question about the following sentences from the post: "What would our worlds be like without limits – if we had endless supplies of money, assistants, good taste, and time – and a posse of glamorous girlfriends to share it with? We could strive for perfection in body, mind, and spirit - not to mention in house, clothing, and organization, youth, beauty, and career, marriage, motherhood, and entertaining (if you're into that kind of stuff)." I wonder if what you meant was: what we readers of this post, as people who would may care to pursue perfection in mind and spirit, would do with these endless resources towards pursuing that perfection (although, really, we as perfectionists of the mind and spirit know very well we do not require money and resources to do so). I hope you didn't mean to suggests that the protagonists of this show are pursuing a perfection of the mind and spirit, as they are clearly not. A perfection of mind and spirit are the exact opposite of every ambition, motivation, and desire displayed on this show. (And posing in expensive yoga pants in a trendy gym certainly doesn't qualify as the pursuit of a perfection of mind and spirit). (I'd like to add that I just watched a few minutes of this show out of curiosity. And I do generally agree with the observations made in this post.)

Reply to Anonymous

Quote Anonymous

Harsh reality

Submitted by Christopher N. on February 26, 2017 - 7:45am

Let's be real... women watch these shows because many women (not all women) are inherently inclined to demean each other and engage in unnecessary bouts of competition, either out of jealousy or to create a false sense of self-worth. In real life within female social circles, this occurs in passive aggressive, back stabbing, petty attacks that circumvent the target of the s*** taking by keeping the chatter amongst the group of "friends" who are "in" on the jokes and gossip strictly within

this tight group, never letting these hateful whispers spread to the person or persons who are "outside" this social circle. Many bonds in female "friendship" are based upon the collective ties forged by mutual hate and jealousy of other groups of women just as much as they are made by mutual love and respect for each other. More often than not, the strongest feelings of contempt lie within female social groups that claim to ALL be friends rather than against other women outside their group, in separate social circles. So women are often in situations where putting on a facade becomes commonplace, pretending to be "best friends" in person with someone then bashing the same girl when she turns her back. Being fake becomes second-nature and, sadly, necessary to navigate the realm of female relationships. However, this natural propensity for "drama" and the lack of legitimate, intimate bonds amongst these "friends" eventually leads to a dissolution of the boundaries between the "in" group/"out" group, and all the hateful back talk comes to light. An explosion of tension and hurt feelings is inevitable, as the lies are exposed and the finger pointing begins amongst the group... a situation women would much rather avoid since disonest approval and surface-deep companionship is preferred to maintain the status quo; blunt honesty seen in male relationships breeds too much conflict that many women are not as emotionally equipped to handle. These reality shows provide a simple resolution to avoid such situations.

women on these shows also live a more lavish lifestyle and occupy a "higher" status in the social hierarchy than most of the women that watch only further reinforces and validates this passive aggressive socialization, especially when the experience is shared amongst other female viewers in similar socio-economic spheres (mutual jealousy).

To close, I want to reiterate that this does not apply to all women, nor am I claiming it as the sole motivation for watching (this is definitely more common amongst younger women). But to deny that it is not atleast partial movitaion for many women who watch would be an out right denial of the truth. And this truth is really kind of sad and scary, as it speaks to a serious maladaptive pathology involved in female social interaction.

Reply to Christopher N.

Quote Christopher N.

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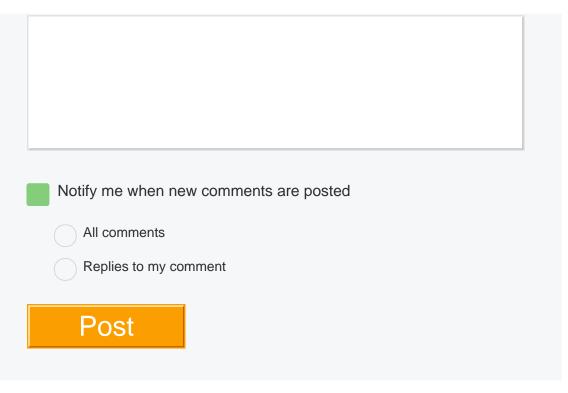
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About the Author



Melanie Greenberg, Ph.D., is a licensed clinical psychologist and life coach practicing internationally via distance technologies. She is a former professor, national speaker, and the author of *The Stress Proof Brain*.



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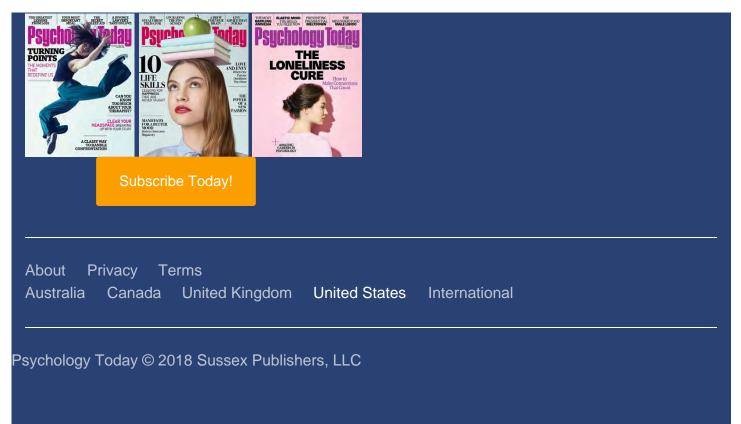


EXHIBIT 11

One of Housewife hubby's companies files for bankruptcy protection - Orange County Register



THINGS TO DO MOVIES + TV

One of Housewife hubby's companies files for bankruptcy protection







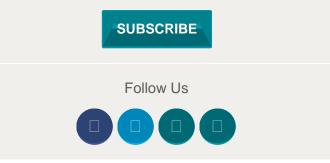
Jim and Alexis Bellino.

UPDATE: Editor's note: This post was updated 12/14/10 to make it clear that it was Jim Bellino's company that filed for chapter 11 bankruptcy protection. See below for more from the Bellinos.

James Bellino, husband of "Real Housewife of Orange County" Alexis Bellino, has filed for Chapter 11 bankruptcy protection for the company that holds title to his house, according to documents obtained exclusively by The Orange County Register.

Bellino of Newport Beach is president of Global Marine, Inc. — a single-asset real estate corporation. A 7-page document filed Wednesday at U.S. Bankruptcy Court, Central District of California states that "after any exempt property is excluded and administrative expenses paid, there will be no funds available to unsecured creditors."





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Bellino's business is based at his 6-bedroom home in Newport Beach, which has been <u>listed for sale</u> and scheduled for a foreclosure auction.

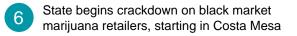
When contacted by the Register Friday, Bellino said "No comment" and hung up. He did not return a subsequent call.

It's not clear which single asset Global Marine Inc. presides over; however, Jim Bellino does own and operate the InVogue Hotel at 688-690 South Coast Highway in Laguna Beach.

UPDATE: Global Marine Inc. holds the title to the Bellinos' home in Newport Beach. See more below.

The Bellinos' 6,400-square-foot home in Newport Beach — which includes "high ceilings, gorgeous crown molding, pristine wood floors, a grand staircase, a state-of-the-art kitchen, wine cellar, home theater, large recreational area with pool table & bar" — was listed at \$3.695 million earlier this week. However, the price dropped on Tuesday to \$3.395 million and is being offered as a short sale.

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So far, the published bid at auction is <u>listed at</u> <u>\$4,677,635</u>. The foreclosure auction, initially scheduled for Dec. 10, was <u>rolled back Friday to</u> Jan. 10.

The Bellinos averted foreclosure earlier this year. When the couple had <u>defaulted on their \$4.6</u> <u>million loan</u>, their house was posted in a foreclosure auction in August. But they successfully modified their loan through Chase Bank. However, **Michael York**, their attorney, said recently that <u>"the bank changed the deal"</u> causing their most recent troubles.

UPDATE: The Bellinos have responded to this report, and here is a portion of their statement: "To set the record straight, **we** have not filed bankruptcy. I have been buying and selling residential and commercial properties for more than two decades. I have been working since I was 13 years old, and have made sure that our investments are diversified — we own multiple companies, properties, securities and other assets. Thankfully, our financial future is secure. The bank's actions, however, forced the entity that holds the title to the home to file Chapter 11 reorganization bankruptcy protection for the purpose of protecting this asset while we continue to work toward resolution. This is commonly done."

Alexis Bellino, 32, was the newest cast member

One of Housewife hubby's companies files for bankruptcy protection - Orange County Register

last season of <u>"The Real Housewives of Orange</u> <u>County,</u>" a popular Bravo reality TV series. She is expected to appear in season 6, scheduled to air in March.

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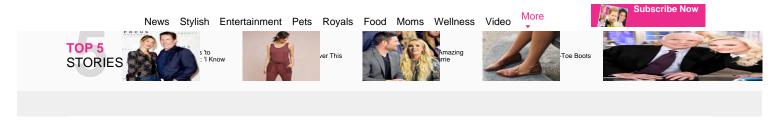
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EXHIBIT 12

Alexis, Jim Bellino Break Their Silence After Divorce Filing



SPLITS

Alexis and Jim Bellino Break Their Silence After Divorce Filing: 'We

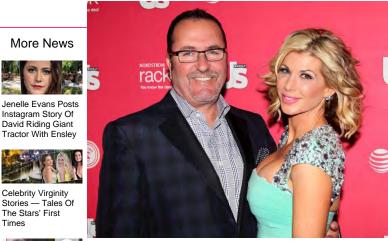
Were Never Perfect'

By Sarah Hearon June 28, 2018





Real Housewives of Orange County alum Alexis Bellino and her husband, Jim Bellino, have broken their silence regarding their split one week after Jim





Times

Jim Bellino and Alexis Bellino David Livingston/Getty Images

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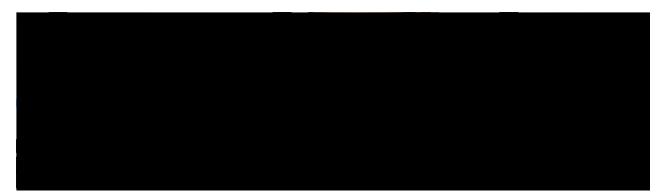
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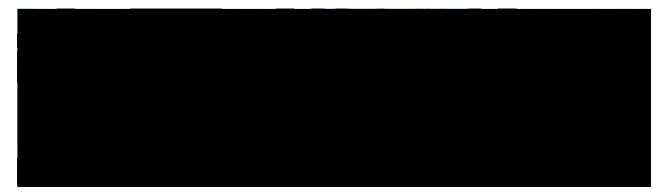
"It is with heavy hearts that we inform the public of our mutual decision to end our marriage - but it's important to us that you know we made this choice together, with love, and as the best decision for our children's future," the two said in a joint statement to Us Weekly on Thursday, June 28. "We hold one another in the highest regards as spouses, and especially as parents. We have agreed on 50/50 custody of the children, and we ask that you respect our More News » privacy by not theorizing about the reasons for our divorce."

"In recent days and weeks, there has been a lot of negative discussion about our marriage and why it is ending," their statement continued. "Outside of the news of our decision to part ways, there is nothing provocative, alluring, or sordid about the dissolution of our marriage. Quite to the contrary, we strongly support each other just as we have since the beginning of our relationship."

Couples Who Survived the Reality TV Curse (So Far) »

Us Weekly confirmed on June 21 that Jim had filed for divorce from his wife of 13 years. He cited irreconcilable differences as the reason for the split and is asking for spousal support from Alexis, who starred on RHOC for three season from 2009 to 2013. They share three children: 12-year-old old son James and 10-year-old twin daughters Melania and Mackenna.





"Our marriage was a good one, but we were never perfect people or spouses —no one is, and in this respect, we were a lot like millions of other married people," their statement read. "And, just like millions of other married people, we simply grew apart over times — there is no ill will or bad blood between us — and maybe that's why absurd rumors about our marriage and future together began when we filed for divorce."

The former pair's statement concludes: "We ultimately want you to feel happy for us, respect our privacy during this difficult time, and pray for our mutual benefit as we weather this storm. To the fans who have supported us since the beginning, we're grateful for how you cheers us on — we ask that you continue to cheer as our lives and the lives of our children change and ultimately improve as a result of this difficult decision."

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After news of their divorce broke, Alexis jetted off to Montana with their kids. She has shared multiple photos on Instagram from the trip, including one silly shot of James, Melania and Mackenna pranking their mom on the floor.

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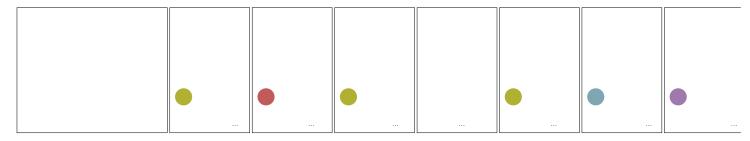


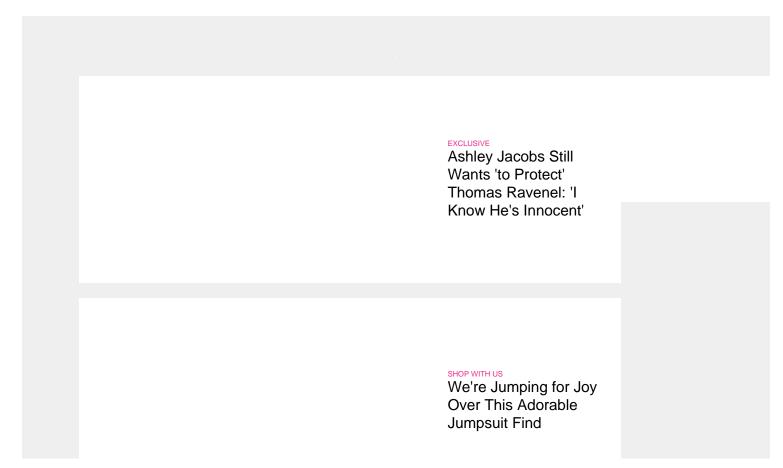
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Exhibit N - Page 196



1 of 4

Jim Bellino poses with his wife Alexis in the final episode of season 5 of "The Real Housewives of Orange County." Jim Bellino is being sued by three Laguna Be

By **RICHARD CHANG** | Orange County Register December 22, 2010 at 10:40 am

Three Laguna Beach residents are suing a husband of one of "The Real Housewives of Orange County, The suit, filed in Orange County Superior Court in April 2009, contends that James Bellino of Newport B The suit states that Bellino, 48, who owns the company Private Money Immediately, and California Emp Despite verbal and written agreements assuring Tejpaul and Duncan that they wouldn't foreclose, Bellin Bellino's lawyer York, who is also his brother-in-law, counters that Tejpaul and Duncan made misreprese "All that they had to do to prevent the foreclosure was to make payments, but they did not do so," York s The plaintiffs are asking for the Laguna property back; \$275,000; a percentage of the sale of the propert Bellino and California Empire Funding Corporation have filed a separate suit, alleging fraud and asking f Bellino is currently battling a foreclosure on his 6-bedroom, 6,400-square-foot Newport Beach home. An "The schoolyard bully mentality of today's banks has destroyed the hopes and dreams of millions of Ame Read more about "The Real Housewives of Orange County" in the Pedro and the Watcher pop culture a Contact the writer: 714-796-6026 or rchang@ocregister.com

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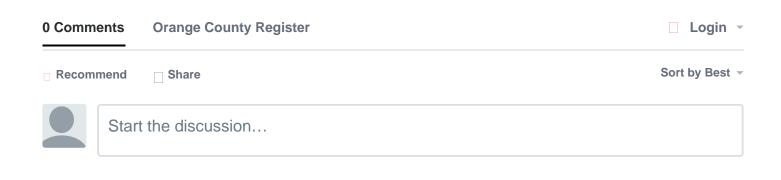






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Zumamom — But Cement City is coming along nicely.

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EXHIBIT 14

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JIM BELLINO



'RHOC' Star Alexis Bellino's Estranged Husband Sued by Ex-Business Partner

July 25, 2018 at 3:13 pm PDT By Ryan Naumann

"Real Housewives of Orange County" star <u>Alexis Bellino</u>'s estranged husband Jim is being accused of screwing his former business partner out of \$350,000 just days after he filed from divorce from the reality star.

According to court documents obtained by The Blast, Jim Bellino and his Sky Zone company were sued earlier this month by his former business partner, Jason Hughes.

Sky Zone is an indoor trampoline park in Orange County that was owned by Bellino. They opened the first location in Anaheim and would later open three other locations. Alexis often helped her then-husband promote the business.

Hughes claims he owned a 20% interest in the company, which he agreed to sell to Bellino last October for \$635,000.

Bellino's company agreed to pay Hughes \$317,500 once the deal was signed and then pay him 16 installments of \$19,843.75 per month. The deal contained a provision that stated if the company was sold to a third party, the remaining balance would become immediately due.

And that's exactly what Hughes claims happened after Bellino sold the company this year to a third party. He says the former reality star refuses to pay him the outstanding balance owed on their deal.

Bellino is being sued for the unpaid balance of \$350,000, plus interest.

As The Blast first reported, the Alexis Bellino and her soon-to-be ex have alreed agreed to split custody of their children 50/50. The couple got married back in 2005 and they have three children together: a 12-year-old son and 10-year-old twin girls.

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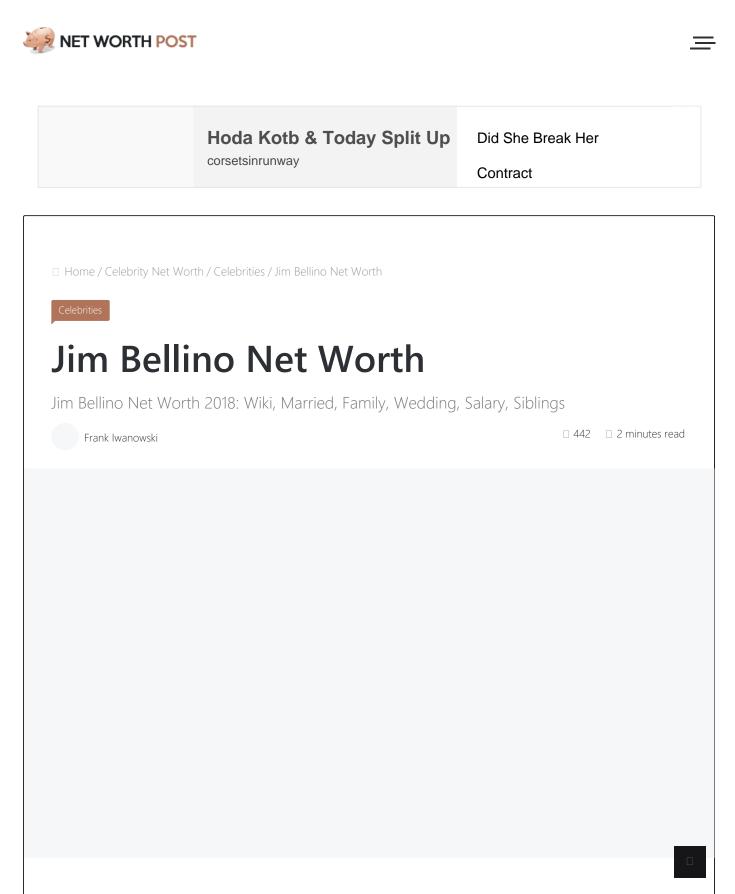




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Alexis Bellino's Estranged Hashand Sued by Ex-Business Partner

EXHIBIT 15



Jim Bellino net worth is

剩 \$500,000

Jim Bellino Wiki/Biography

James Carlos Bellino was born on 10 June 1962, in Long Beach California, USA, and is probably best known as the husband of reality television star Alexis Bellino, and as such is sometimes featured in the show "The Real Housewives of Orange County". He's also been the topic of issue and criticism due to how he's reported as a scammer and has been selling fraudulent items, in fact being accused of forgery. Despite this, his net worth is still significant enough to mention.

How rich is Jim Bellino? As of early-2016, sources inform us of a net worth that is at \$500,000, mostly accumulated through business and possibly unethical means. He owned a very nice home featured in "The Real Housewives of Orange County" which he was selling due to financial issues. The government has fined him for the illegal work he's done and it has reduced what would've been a higher net worth.

Jim Bellino Net Worth \$500,000

Bellino's first company would be "Forensic Document Services", handling, certifying and authenticating signatures, autographs and the like. According to reports, the business ran into some trouble and was accused of forgery, which forced the company to close down. Since then he has started other companies including a trampoline park, a pawn shop, and a Mexican restaurant – Margaritaville – which eventually closed as well, failing to make a profit.

During the year 2000, Bellino was accused by many

Jim Bellino Net Worth 2018: Wiki, Married, Family, Wedding, Salary, Siblings



people of being a scammer. The Federal Bureau of Investigation eventually became involved and investigated his business called "The J. DiMaggio Company". The company was said to be selling sports memorabilia, but many believed they were

selling forgeries and fakes. Jim paid \$30,000 to avoid jail time and authorities warned him against similar operations. According to the FBI, they caught a network of forgers, retailers and the like who were responsible for around \$100 million worth of forged memorabilia. The company was forced to shut down, and many items were confiscated, most of which were confirmed fraudulent. Bellino has been banned from Ebay as well and any forms of business related to celebrity and sports memorabilia.

Jim also has a company called Rectivity Inc., which was an online vendor of game tables. The company was, however, liquidated and the company's rights forfeited due to a lack of financial support. He still owns InVogue Luxury Vacation Suites of Laguna Beach which is an office/hotel space for rent.

Due to these accusations, many of Jim's other businesses suffered as people no longer trusted him. These along with the country's financial crisis caused his wealth to drop significantly. Since then, Jim has made over \$500,000 through a real estate investment program wherein he buys old houses to renovate and eventually re-sell, a term now called "house flipping".

For his personal life, it is known that his marriage to Alexis is still going strong and she refers

to him as a king and savior. They have three children, the latter of whom are twins. The couple has been married since 2005.

	Structural Info
Net Worth	\$500,000
Date Of Birth	June 10, 1962
Place Of Birth	Long Beach California, USA
Profession	Reality TV show personality, businessman
Nationality	American
Spouse	Alexis Bellino (m. 2005-)
Children	Melania Bellino, Mackenna Bellino, James Bellino
Facebook	https://www.facebook.com/JimBellino.CA
Twitter	https://twitter.com/jimbellino
Instagram	https://www.instagram.com/alexis_bellino/?hl=en
IMDB	http://imdb.com/name/nm3719013
TV Shows	"The Real Housewives of Orange County" (2009-2013)

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EXHIBIT 16



Every daily update causes more personal pain

Follow Jim Bellino 🔰 🞯 <table-of-contents> 🖬 🖬 G+



If you have never been well-known enough to receive good and bad coverage from the me-lia, dia, consider yourself blessed. Because when the bad reviews start coming your way, it creates an avalanche of anguish for you, your children, and that inner core of your soul that is so vulnerable to hatred and the malignancy thrown at you from some of the most hateful people you will ever have the misfortune of knowing.

I do not want to get into the specifics of the precise stories that have hurt me, because I do not wish to lend any misguided or false credence to the coverage of myself or my family. Also, I am

I'm moving on—and so should everyone else

◎ July 9, 2018 ► Jim Bellino, Uncategorized divorce, Jim Bellino, Jim Bellino Divorce

🕲 July 9, 2018 🛛 🖕 Jim Bellino, Uncategorized 🥔 🛛 Alexis and Jim Bellino divorce, Jim and Alexis Bellino

Jim Bellino
 View all 2 comments

In case you have been living under a rock, by now you have probably heard that Alexis and I are in the process of getting divorced. The truth is, we simply grew apart. We decided to divorce because it was the best decision for us, our future, and our children, who remain the key focus of both of our lives.

For those who are actually here to support me and my family, I thank you, and I am hap py to report that the kids are adjusting well and doing great considering the transition that's taking place. What I am most grateful for is that my children are doing well and in fact, we had a wonderful time over the 4th of July holiday.

My most important job in life is being a fa ther—nothing will ever stop me from making my kids my number one priority—and that in cludes the media circus. I am going to take the high road and not take any cheap shots. I am moving on—and so should every one else!

Alexis and Jim Bellino Divorce Statement

🛈 July 1, 2018 🖨 Uncategorized

It is with heavy hearts that we (Alexis and Jim Bellino) inform the public of our mutual decision to end our marriage—but it's important to us that you know we made this choice together, with love, and as the best decision for our children's future.

Alexis and I hold one another in the highest regard as spouses, and especially as parents. We have agreed on 50/50 custody of the children, and we ask that you respect our privacy by not theorizing about the reasons for our divorce.

In recent days and weeks, there has been a lot of negative discussion about our marriage and why it is ending. Outside of the news of our decision to part ways, there is nothing provocative, alluring, or sordid about the dissolution of our marriage. Quite to the contrary, we strongly sup port each other just as we have since the beginning of our relationship.

Our marriage was a good one, but we were never perfect people or spouses—no one is, and in this respect, we were a lot like millions of other married people. And, just like millions of other married people, we simply grew apart over time—there is no ill will or bad blood between us—and maybe that's why absurd rumors about our marriage and future together began when we filed for divorce.

We ultimately want you to feel happy for us, respect our privacy during this difficult time, and pray for our mutual benefit as we weather this storm. To the fans who have supported us since the beginning, we're grateful for how you cheer us on—we ask that you continue to cheer as our lives and the lives of our children change and ultimately improve as a result of this difficult decision.

- Jim Bellino

View all 4 comments



Get to Know the Facts from Jim Bellino

Jim Bellino Home Read the Facts - Dispelling the Myths

Read the Facts — Dispelling the Myths

Follow Jim Bellino 🔰 🙆 😭 📶 G+ Q

A few websites on the Internet choose to put out false reports in an effort to ruin my name and reputation, so I am here to set the record straight. We will make this format easy to follow and title the reports, "False Reports #1-6." These are made up stories about me that suggest I am a man of questionable moral and ethical character. The format I chose to refute their claims comes complete with screenshots of the fiction that's been created versus factual documents and reports I've decided to show you to make it very easy to follow. (By the way, this has taken hours to create, but has certainly been worth it.)

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(Click on image to enlarge) Before I get into detailed accounts of false statements, for those of you who want to know if I have a criminal record, above is a public record for my name in the state of California—the only state I have ever lived in, with the exception of Dallas, TX from 1982-1984 for seminary. This should put to rest any fictional accounts of my being a convict, criminal, or having any other charges of any kind.

False Report #1 | False allegation the FBI raided my family home: Out of literally nowhere, a rumor was fabricated in the fall of 2013 that the FBI had raided my home. Not only is this a lie, it is so far from anything that has ever happened that it cannot even be paralleled to any actual event that has ever occurred. My wife was quick to put this to rest with *E! Online* with a report you can read by clicking here. Below is a screenshot of some of what Alexis had to say about this preposterous claim:

> NWS/ Alexis Bellino Slams Report of FBI Raid on Her House as "Outright Lie"

Contract Press, Tex., Sol. 1, 2013 Bull PRIMIT



Real Housewhes of Grange County lans have seen a fair amount of drama go down at Alaxis Bellino's house.

But none of it involved federal egentsthen or now.

"Today there was a posting on a gossip website stating that we were raided by law enforcement. It is an outright lie," Belling said in an exclusive statement to El News, referring to a report that the FBI busted in on the home she shares with husband Jim Belline and their three children as part of a bank traud investigation.

WATCH: How did Alexia factor into Tenna Judge's wedding drams?

"Being the subject of false statements and gossip is, unfortunately, one of the drawbacks of being in the public eye,"

Bellino continued. "We are demanding a retraction and expect the posting to be retracted because the statement is completely faile."

Everyone is entitled to their own opinion, but no one is entitled to reinvent the truth. It just goes to show you that the media and anyone who has access to the internet has a blank checkbook to destroy your integrity—don't think it can't happen to you. Lets see if these same websites choose to disclose these factual documents and/or delete their false reports. I respectfully request all of these websites, after reviewing these facts, to delete their false reports.

> NOTE: Everything an Hile SH gest about Justice Belline from very liack in December of doto is factual... here.

False Report #2 | Accusations of name change: A story that I changed my last name to "sound Italian" or hide my past began circulating during 2010. Here's the fiction from a website written by a "SUPER FAN" of all the franchises who appears to have a great deal of time on their hands:

Exhibit N - Page 222

False Report #2 | Accusations of name change: A story that I changed my last name to "sound Italian" or hide my past began circulating during 2010. Here's the fiction from a website written by a "SUPER FAN" of all the franchises who appears to have a great deal of time on their hands:

Jim Bellino... Scammer Pro



Jim Bollino... Yes, I changed my middle contern name to a more Italiansounding name... so what!

I HAVE NEVER MADE A COMMENT REGARDING MY NAME AND I AM PROUD OF MY HERIT-AGE. SEE MY BIRTH CERTIFICATE BELOW.

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Here's the FACT:

(Click on image to enlarge) As you can see, since the date of my birth, my name has been James Carlos Bellino.

False Report #3 | Forensic Document Services: Someone decided to "look into my past" and invent a story based around my time as the owner of Forensic Document Services. In so doing, they got nearly every detail wrong. Here's an accusation:

By all asymptotic get your-old Jim Hollion and a carry backy break in anone of the PH had blue on their radar for yours. We should be to just for his boxwing participation to a bandwired batterial sports monomially barrance.



Jim Bellino antucity forged 'Mother Termse's' many on a basehold and sold it?

Here's the real story:

If you ever read the official report, there is never any mention of me forging any item, let alone Mother Teresa's name-this is a flat out lie.

In the 1990s, I started a memorabilia company called the Sports Gallery. Realizing that there was a need for authentication in such a tainted industry, I searched for the most qualified document examiner in the country and started Forensic Document Services.

My goal was to seek out the most qualified document examiner in the country. So, I hired a long time professional forensic document examiner that actually worked for the Department of Justice for the state of California and his name was Robert Proudy. Proudy's reputation preceded him-he was well known from being the Chief Forensic Document Examiner in both the Patricia Hearst and Zodiac Killer cases.

Forensic Document Examiner Proudy's job was to examine items that came to FDS. Proudy would examine the item, and write a report authenticating or denying authenticity based on his findings.

The FBI set up a sting operation with 60 different memorabilia and authentication companies, including FDS. After their investigation and examination of thousands of autographs, we reached an agreement that there was ONE autograph that could not be authenticated within the thousands of autographs within the FDS inventory. All other items were returned.

As proof that I was never included in any indictments or further investigations, please see full story by clicking on the OFFICIAL FBI REPORT OF OPERATION BULLPEN HERE.

False Report #4 | **Foreclosure on our home in Newport Beach:** OUR PROPERTY WAS NEV-ER FORECLOSED ON, NOR DID WE EVER GO THROUGH WITH A BANKRUPTCY. I will admit the purchase of this home was an emotional decision made during the time my wife was pregnant with our twins. I don't think I'm the only one who has made the emotional decision to purchase a home. It was a poor investment choice, which is why we later sold it in a short sale. This story ought to be quite familiar to millions of other Americans. There's nothing special or remarkable about it, and certainly nothing illegal in how we chose to handle getting out from under the financial burden on a property that was losing value like most other property in the current economic climate.

False Report #5 | The Billiards Company: This is a classic case of people lying without finding out the facts. Here's the accusation:

In 1997, Jim Hellino founded AAA Wholesale Hilliarda, ymawd i Whimiair Niliarda in 2003, and then renamed the neuropay Restricts Inc. / You Tables URA to 2009. All of these businesses share the arms uldress, gets 8 Count Are. Senis Ana CA.



Restrictly, Jun. / Pend Tables USA, Inc., operatind as an online vession of perilation, point table, and matching game term molections. On December 16, study, or involuntary petition for liquidation under Chaptor 7 was field against factions, inc. in the US limitaryity from the Us Coursel Directs of Debitress.

The state of California had listed Rectivity's business status as "Jorfetted". The learness entity's present, rights and privileges sens responded or briefsteid in California (1) by the Prosellae Tay Societ for bilines to the average and/or failure to pay team, pression, or interest, and/or 1) by the Brenstary of Bate to failure to the the respond factoment of Rectinguision and, if applicable, the regarded Businesset by Concesses Interest Development Association.

I owned Wholesale Billiards until 2005, when I sold it to Rectivity, which assumed my lease and maintained the same address. They were an entity in which I had no bearing or holdings. THREE YEARS AFTER BUYING WHOLESALE BILLIARDS, RECTIVITY WENT BANKRUPT. This bankruptcy was theirs, and in fact, there was still \$800,000 due on the balance of the sale which was a note to my company Wholesale Billiards. Those are the FACTS. **College Degree:** Lastly, I wanted to include my degree in theology. This hasn't been called into question yet, but before it is, I'm adding this to the page of real evidence about me because everything else about me has been called into question, so I feel it's only a matter of time for this one.

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James	Carlos	Bellino
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CONCLUSIONS:

I am happy to address any real questions about these stories, accusations, and the facts and documentation I have provided. I will do so by responding to your comments below. One last time for clarity: The above materials and evidence I have notated represent the FACTUAL TRUTH, screenshots from other sources contain falsehoods and accusations that are inaccurate and NOT factual.

IT WILL BE INTERESTING TO SEE IF I AM CONTACTED BY ANY MEDIA SOURCE TO DO A FOL-LOW UP REPORT ON THE TRUTH... I DOUBT IT. THEY RARELY REPORT GOOD NEWS. I LEAVE YOU WITH THIS QUESTION: WHY DOES OUR SOCIETY THRIVE ON BAD NEWS AND GOSSIP?

**Comments that contain slanderous remarks about me or anyone else will not be published

**Comments that contain profanity will not be published.

EXHIBIT 17

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse???! - The Real Housewives | News. Dirt. Gossip.





THE REAL HOUSEWIVES OF ORANGE COUNTY- RHOC Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse?!?!

□ June 25, 2018 □ 46 Comments □ Lara Sophia □ 5,730 Views



If Jim Bellino filing for divorce from his wife Alexis wasn't odd enough the former Real Housewives of

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse???! - The Real Housewives | News. Dirt. Gossip.



Orange County husband created a website to provide "*facts*" and "*dispel the myths*" about the man, the myth, the legend that is Jim Bellino.

According to the site, JimBellino.com was created on June 21, 2018, in an attempt to tell "the sory of who I really am, as I dispel some common myths about my good name."

Rotita

Many of the claims Jim is clearing up are from 2010 and 2013 during the height of his and Alexis' time on the *Real Housewives of Orange County*.

My quesion is: why wait till now, 5+ years later, to clear up these rumors? Have these "rumors" and sories been eating away at Jim for 5+ years?



Im says "These are made up sories about me that sugges I am a man of quesionable moral and ethical character."

The former RHOC star also makes it clear that he **DOESN'T** have a criminal record and provides a screenshot of a criminal record search.

Search ID# 82760229



Instant State Criminal Search for James Bellino

STATE CRIMINAL SEARCH (0 records found for James Bellino)

report for James Bellino contains:

There were no criminal records found.

James Belling

California

Lara Sophia
@larasophia

46 Comments



Clear - Search completed. No Criminal records found for this state

Information in this report is derived solely from public records which in some cases might not be 100% accurate. Please examine the results carefully Criminal Records for James Bellino were searched for the following states: California.

Share This!

"This should put to res any fctional accounts of my being a convict, criminal, or having any other charges of any kind," Jim explains.

So, let's break down the 6 "made up sories" about Jim and see what he has to say. This should be so much fun!

False Report #1 | False allegation the FBI raided my family home



Jim says the rumors that the FBI raided his home in the fall of 2013 are completely false and made up.

"Out of literally nowhere, a rumor was fabricated in the fall of 2013 that the FBI had raided my home. Not only is this a lie, it is so far from anything that has ever happened that it cannot even be paralleled to any actual event that has ever occurred," Jim wrote on his blog.

The strange thing is Alexis already cleared up this rumor back in 2013 telling E! News that the story was an "outright lie."

"Being the subject of false satements and gossip is, unfortunately, one of the drawbacks of being in the public eye," Alexis continued. "We are demanding a retraction and expect the posing to be retracted because the satement is completely false."

Yet Jim isn't finished there and requests that **ALL** the sites that posted this story "delete their false reports."

"Everyone is entitled to their own opinion, but no one is entitled to reinvent the truth. It jus goes to show you that the media and anyone who has access to the internet has a blank checkbook to desr oy your integrity—don't think it can't happen to you. Let's see if these same websites choose to disclose these factual documents and/or delete their false reports. I respectfully reques all of these websites, after reviewing these facts, to delete their false reports."

False Report #2 | Accusations of a name change

Jim denies that he ever changed his last name to "sound more Italian" or to hide his past as some have suggested. As proof, Jim provides his birth certificate and says he's "proud of his heritage."

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False Report #3 | Forensic Document Services



Another story Jim deems as false is a claim about his time owning a "fraudulent sports memorabilia business" or as he calls it a Forensic Document Service. Jim admits to an FBI sting on his business and says that they found "ONE autograph that could not be authenticated."

By all accounts, 47-year-old Jim Bellino got a very lucky break in 2000 as the FBI had him on their radar for years. He should be in jail for his knowing participation in a fraudulent national sports memorabilia business.



Jim Bellino actually forged 'Mother Teresa's' name on a baseball and sold it!

If you ever read the of cial report, there is never any mention of me forging any item, let alone Mother Teresa's name-this is a fat -out lie.

In the 1990s, I s arted a memorabilia company called the Sports Gallery. Realizing that there was a need for authentication in such a tainted indus ry, I searched for the mos qualife d document examiner in the country and s arted Forensic Document Services.

My goal was to seek out the mos qualife d document examiner in the country. So, I hired a long time professional forensic document examiner that actually worked for the Department of Jus ice for the s ate of California and his name was Robert Proudy. Proudy's reputation preceded him–he was well known from being the Chief Forensic Document Examiner in both the Patricia Hears and Zodiac Killer cases.

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse?!?! - The Real Housewives | News, Dirt. Gossip.

Forensic Document Examiner Proudy's job was to examine items that came to FDS. Proudy would examine the item, and write a report authenticating or denying authenticity based on his fndi ngs.

The FBI set up a s ing operation with 60 dif erent memorabilia and authentication companies, including FDS. After their inves igation and examination of thousands of autographs, we reached an agreement that there was ONE autograph that could not be authenticated within the thousands of autographs within the FDS inventory. All other items were returned.

As proof that I was never included in any indictments or further inves igations, please see full s ory by clicking on the OFFICIAL FBI REPORT OF OPERATION BULLPEN HERE.

False Report #4 | Foreclosure on our home in Newport Beach



Alexis' current or umm...former King wants everyone to know that the **BELLINO'S NEWPORT HOME WASN'T FORECLOSED ON**. Got it? Even you people all the way in the back?

Jim explains that they did sell their former home through a short sale but claims it never went through foreclosure.

"OUR PROPERTY WAS NEVER FORECLOSED ON, NOR DID WE EVER GO THROUGH WITH A BANKRUPTCY. I will admit the purchase of this home was an emotional decision made during the time my wife was pregnant with our twins. I don't think I'm the only one who has made the emotional decision to purchase a home. It was a poor invesment choice, which is why we later sold it in a short sale. This sory ought to be quite familiar to millions of other Americans. There's nothing special or remarkable about it, and certainly nothing illegal in how we chose to handle getting out from under the fnancial bur den on a property that was losing value like mos other pr operty in the current economic climate."

False Report #5 | The Billiards Company

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse???! - The Real Housewives | News. Dirt. Gossip.



Not surprisingly Jimmy Boy wants to clear up another lie about another business he owned. I'm sensing a pattern here. Jim wants everyone to know that yes he did own a Billiards company that eventually went bankrupt. However, Jim says he sold the company in 2005 and the new owners are the ones who drove it into the ground. Jim even claims he never received all the money from the sale and at the time of the bankruptcy was owed \$800,000.00

In 1997, Jim Bellino founded AAA Wholesale Billiards, renamed it Wholesale Billiards in 2003, and then renamed the company Rectivity Inc./ Pool Tables USA in 2005. All of these businesses share the same address: 2714 S Grand Ave, Santa Ana CA.



The Bellino Collection

Rectivity, Inc./ Pool Tables USA, Inc., operated as an online vendor of pool tables, poker tables, and matching game room collections. On December 10, 2008, an *involuntary petition for liquidation under Chapter* 7 was filed against Rectivity, Inc. in the US Bankruptcy Court for the Central District of California.

The state of California had listed Rectivity's business status as "forfeited": The business entity's powers, rights and privileges were suspended or forfeited in California 1) by the Franchise Tax Board for failure to file a return and/or failure to pay taxes, penalties, or interest; and/or 2) by the Secretary of State for failure to file the required Statement of Information and, if applicable, the required Statement by Common Interest Development Association.

"I owned Wholesale Billiards until 2005 when I sold it to Rectivity, which assumed my lease and maintained the same address. They were an entity in which I had no bearing or holdings. THREE YEARS AFTER BUYING WHOLESALE BILLIARDS, RECTIVITY WENT BANKRUPT. This bankruptcy was theirs, and in fact, there was sill \$800,000 due on the balance of the sale which was a note to my company Wholesale Billiards. Those are the FACTS," Jim States.

False Report #6 | Jim's College Degree

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse???! - The Real Housewives | News. Dirt. Gossip.



As for Jim's college degree, Jim hypothesizes that one of these days his degree will come into question. So, he's beating the haters to the punch and is providing a copy of his diploma for all to see.

(The Nat	ions Institute
	James (Carlos	Bellino
the	all the rights, privileges at satisfactory completion of ESTIMONY WHEREOF, n atures as authorized by th Given	nd honors apper the prescribied of the seal of Christ Board of Direct at Dallas on the	an Theology aning thereto in consideration of curse of instruction. For The Nations Institute and the curse are hereunto affixed. B day of May, insteen-Hundred of
		Same	willings -

"Lasly, I wanted to include my degree in theology," Jim wrote. "This hasn't been called into quesion yet, but before it is, I'm adding this to the page of real evidence about me because everything else about me has been called into quesion, so I feel it's only a matter of time for this one."

To wrap Jim made it crystal clear that he is *"happy"* to discuss any of these stories but doubts the media will want to report the *"truth."*



"I am happy to address any real ques ions about these s ories, accusations, and the facts and documentation I have provided. I will do so by responding to your comments below. One las time for clarity: The above materials and evidence I have notated represent the FACTUAL TRUTH, screenshots from other sources contain falsehoods and accusations that are inaccurate and NOT factual.

IT WILL BE INTERESTING TO SEE IF I AM CONTACTED BY ANY MEDIA SOURCE TO DO A FOLLOW-UP REPORT ON THE TRUTH... I DOUBT IT. THEY RARELY REPORT GOOD NEWS. I LEAVE YOU WITH THIS QUESTION: WHY DOES OUR SOCIETY THRIVE ON BAD NEWS AND GOSSIP?"

This is all a little fishy to me. The fact that Jim posts this the same day he files for divorce yet proceeds to refer to Alexis as his *"lovely wife"* and act like they are still one big happy family is so strange to me.

Welcome! My name is **Jim Bellino**. I am a Southern California entrepreneur and family man. I have been married to my lovely wife, Alexis Bellino since 2005, and I am the proud father of three children: James, Melania, and Mackenna.

Want to know more about me? You can find me on Facebook and Twitter where you can post on my page or send me a tweet.

I look forward to having you peruse the valuable information you'll find on this website — the story of who I really am, as I dispel some common myths about my good name.



I hate to say it but could their divorce all be a ruse? I wonder if they are divorcing simply for financial or legal reasons but will remain married in faith and continue to live as a married couple. I don't know just throwing that out there.

Thoughts on Jim's rants? Did Jim need to dispell all the old rumors about him? Why do you think is so concerned with clarifying rumors from so long ago? Is it odd that Jim is referring to Alexis as his "lovely wife?" Could

Jim and Alexis' divorce be a ruse? Sound off below!

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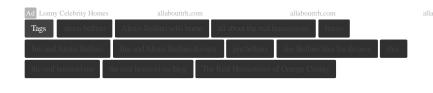
Secret Divorce Exposed

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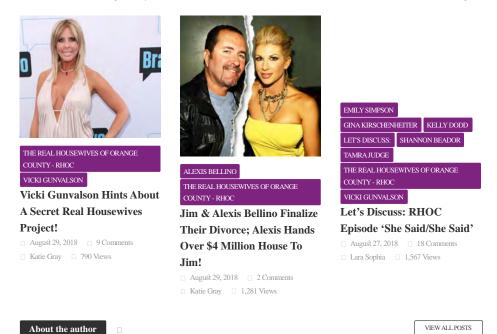
Jeff Lewis Says Heather Ex-Mistress of 'RHOC' Dubrow Was A "Problem" Star David Beador Breaks Her Silence After...



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Lara Sophia

Lara began writing for AllAboutTRH in October 2014. Lara is a born and bred Jersey girl, who loves blogging and currently writes a lifestyle blog: ChicandSequined.com Beyond blogging, Lara enjoys traveling, fashion, beauty, and gossip. Lara is excited to get in on the gossip and put her own spin on things.

Email: lara@allabouttrh.com | Phone: (248) 436-1663 Ext. 2 | "Write to Lara": AllaboutTRH.com Attn: Lara 3160 Ridgeway Ct. Commerce Twp., MI 48390

Allow	bout The Real Housewives - All About The Truth Comment Policy ed Post your thoughts and opinions about the reality stars and reality shows. nenter se read our Comment Policy before commenting.	Respect your fellow
46 Con	All About The Real Housewives - All About The Truth	🗌 Login 👻
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	~Medusa~ • 2 months ago WTF? Jim-The-Chin thinks he's more important than he actually is. NOBOD his self analysis of rumors. He & his servile hausfrau aren't relevant anymore quickie Vegas divorce and leave the viewers out of their crap. 9 □ □ • Reply • Share ·	0

~~ La erik ~~ > ~Medusa~ • 2 months ago

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse?!?! - The Real Housewives | News. Dirt. Gossip.

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Jim Bellino Creates Odd Website To Provide "Facts" ar Gossip.

nd "Disp	el the My	ths" Plus Could His Divorce From Alexis Be A Ruse?!?! - The Real Housewives News. Dirt. Gossip.
		Rain > ~Medusa~ * 2 months ago
		Tamra named both him AND his wife (Jesus jugs)
		2 🗌 📔 🔹 Reply 🔹 Share)
		~Medusa~ > Rain * 2 months ago
		Oh, yes. That's right. Both nicknames stuck. Why hasn't she ever made up a zinger for the porcine peasant, Shrieki?
		$2 \square \square \circ Reply \circ Share >$
		Rain > ~Medusa~ * 2 months ago
		Because she is secretly always going to be Vicki's ally!! But hey , Slade gifted us with Miss Piggy
		2 🗌 📋 🔹 Reply 🔹 Share)
		~Medusa~ > Rain • 2 months ago
		HAHAHAHAHAHAHAHA That was Slave's only achievement during his long tenure on the show.
		2 • • Reply • Share >
		Rain > -Medusa- ◎ 2 months ago
		And we thank him for it
		2 • Reply • Share >
	Dein	No har a Querrative and
		-Medusa- * 2 months ago / Monday gorgeous ♥♥
	-	Reply Share
		~Medusa ~ > Rain ∗ 2 months ago
		Happy Monday to you, too - Sweet Rain!!!
		1 🗌 k Reply & Share >

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse?!?! - The Real Housewives | News. Dirt. Gossip.

	Boo > Rain * 2 months ago
	Good morning Rain.
	Odd is right, creepy fits in well too!
	3 🗌 📋 🔹 Reply 🔹 Share >
	Rain > Boo * 2 months ago
	Hello snugglepuss •
	2 🗌 📔 🔹 Reply 🔹 Share 🤇
bree77	702 • 2 months ago
	surprised he was filing for divorce from her AND asking for spousal support. Seems odd
	dering I didn't think he wanted her to work so how she could afford spousal support is
	ge. Maybe they're trying to get hired for Marriage Boot Camp.
4	Reply • Share >
	Rain > bree7702 * 2 months ago
	I was surprised that he asked for spousal support too just like that other bitch David
	Beador
	3 🗌 🗍 💿 • Reply • Share >
	JSa~ ≈ 2 months ago
Memo	o to Jim-The-Chin: Womp Womp
4	Reply • Share >
~Medu	Isa~ • 2 months ago
	Jim BullyHo boasts that HE is a successful businessman, why should he demand Alexass
to pay	/ him alimony???
3	Reply Share >
Marcy	Scrot • 2 months ago
None	of this is significant as either a lie or the truth.
 3 🗆 🗌	• Reply • Share >
holy c	annoli • 2 months ago
This r	nan skeeves me. He has always creeped me out. Shady McShadster. Eww!
	Who gives a freakin shit about his " clearing things up or whatever this nonsense ^ is Who
	ell is he anyway??
And th	his whole " divorce " thing Whatever who cares??
3 🗌	Reply Share
	michers > holy cannoli * 2 months ago
	I know lol ! I doubt anyone was blowing his phone up or pounding down his door for
	answers lol!!!
	2 🗌 🗎 🔹 Reply 🔹 Share >

https://www.allabouttrh.com/2018/06/25/jim-bellino-creates-odd-website-to-provide-facts-and-dispel-the-myths-plus-could-his-divorce-from-alexis-be-a-ruse/[8/29/2018 4:08:54 PM]

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse???! - The Real Housewives | News. Dirt. Gossip.



IMSpyC • 2 months ago

That is an old post on his site. It's been up there for years and the date will refresh every time you access the site. He had that up when Alexis was still an OC housewife. Nothing new.

2 🗌 🗌 • Reply • Share ›



michers • 2 months ago

Bish please . Thirsty ass Thot . A grown man creating a bitch fest site years after the fact ? And the FBI just doesn't do a damn sting for no reason ; you is a damn lie . Damn straight I'm entitled to believe what I want and I believe you to be a fraud . I would question people who willingly read his " site" lol

2 🗌 📄 • Reply • Share ›



samael • 2 months ago

I still don't understand

- did Alexis cheat ? I am referring to "irreconsilable differences"
- how can this be a ploy for Alexis going back to $\ensuremath{\mathsf{RHOC}}\xspace.filming is done and$
- starts to air in a couple of weeks
- he is disgusting and has bad work ethics but he works..why is he asking for support from Alexis?

..

2 \square | \square • Reply • Share ·



September24 > samael • 2 months ago

I believe in the state of California you either check irreconcilable difference or insanity when filing for a divorce. So that's why we always see the irreconcilable differences. As for asking for support maybe the businesses are in her name? I don't know but that is an interesting twist.





samael > September24 • 2 months ago

Thanks September24

that sure is an oddity - my disclaimer - I'm not married

I didn't know you couldn't just explain why the divorce is being attained. Apparently, Jim has a history of "shady" business dealings. I found this - but haven't read it yet..about Jim and his business's

https://bullpenandmore.word...

Reply • Share •



IMSpyC > samael • 2 months ago

In CA as in most states it operates on a "no fault" divorce system. It's irreconcilable differences or other reasons that require proof. Irreconcilable differences is the catch-all to get a divorce. The courts don't care why....if you want it you get it.

4 🗌 🗌 • Reply • Share ›



samael > IMSpyC • 2 months ago

thanks IMSpyC

not sure how to word my next question - if this divorce actually goes through..will the "reason" make a difference in the child custody part?

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1 🗌 📄 • Reply • Share ›

IMSpyC > samael • 2 months ago

Nope. Again, WHY the parties are divorcing doesn't matter in CA. CA is a no fault state. The state also has a presumption that it is in the best interest of the children to have both parents involved in their lives, absent a showing of abuse or neglect, which has legal implications but neither of the parties has been arrested for domestic violence so it doesn't really apply. Most likely it will be a joint legal custody situation (both parents can make legal decisions for the kids) and the kids will probably reside with one parent a majority of the time and when they are not with one they are with the other. Pretty standard in CA.

4 🗌 🗌 • Reply • Share ›



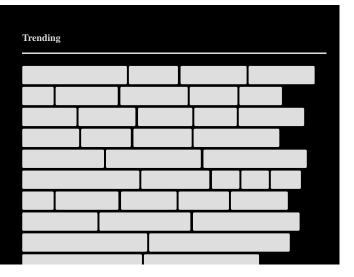
Thanks for sharing your legal expertise - always good for this site to have people to explain the ins and outs!

2 🗌 🗌 • Reply • Share ›





The All About The Real Housewives website that discusses the latest and greatest news, and gossip relating to The Real Housewives Show. Run by enthusiasts of the entire The Real Housewives franchise, this site contains a number of exclusive interviews of cast members. We'll fill you in to the latest gossip and opinions regarding TRH. You'll also find numerous previews, sneak peaks and other videos that are all of our own original content . As always, we welcome your comments, questions and opinions. Our loyal readers and fellow fans of the The Real Housewives are what keep us going. So we look forward to reading your comments and emails.



Find out more

Jim Bellino Creates Odd Website To Provide "Facts" and "Dispel the Myths" Plus Could His Divorce From Alexis Be A Ruse?!?! - The Real Housewives | News. Dirt. Gossip.

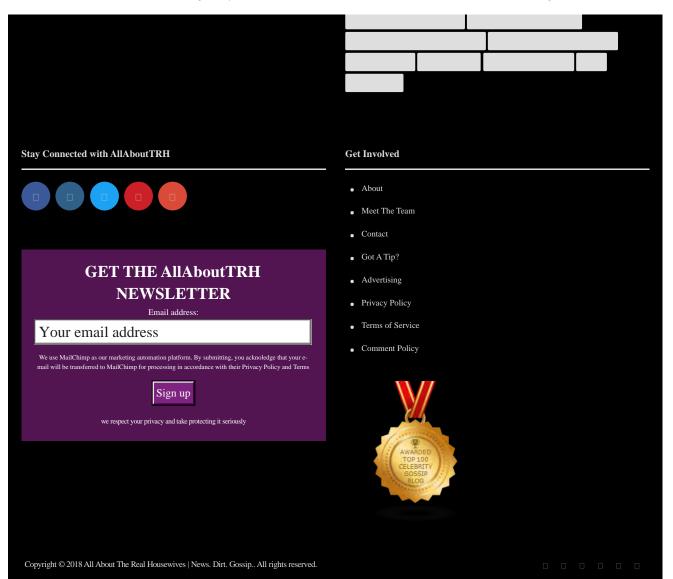


EXHIBIT 18



to the opposition can make partisanship even worse



L.A. County D.A. declines to charge Kevin Spacey, Steven Seagal and Anthony Anderson amid allegations of sexual abuse



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Viking makes it official: Kids no longer welcome on cruises



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LAPD c

police say they were drunk in unmarked cruiser

Aretha Franklin's family slams her eulogist, who stands by his funeral remarks



Bobby Brown uncensored: the controversial singer tells his side of the story in BET special

nursea the baby.

"For a whole year he's been wanting to have his birthday party here," said Jenkins, who granted her son's wish with a birthday party at the indoor trampoline park in mid-November.

Don't think it's only for kids. Adults love jumping for fun and exercise.

Whitney Costanzo of Laguna Hills has been visiting Big Air USA's Laguna Hills location since its grand opening in 2013.

"My husband and I love to jump ourselves," she said. "I figured that was better than walking or running — it sounded more fun to me."

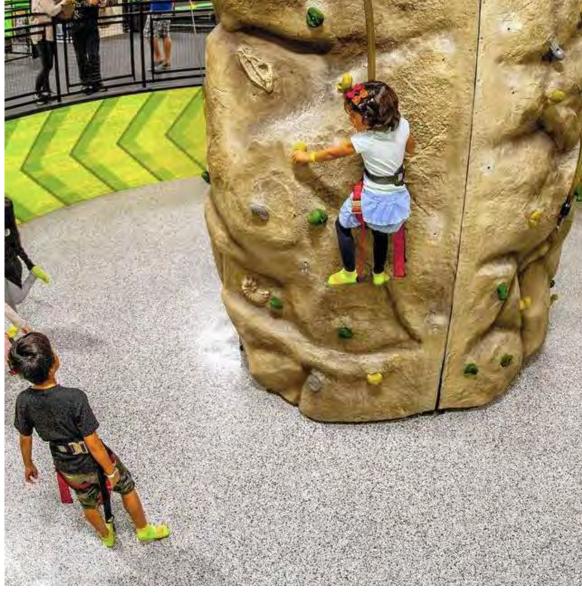
Long considered a training and competition tool of gymnasts, the trampoline is nothing new. But the concept of an indoor trampoline park open to the general public didn't come around until 2004, when the first Sky Zone Trampoline Park opened in Las Vegas, according to the company CEO, Jeff Platt.

Since then trampoline parks have exploded into a \$1-billion industry with about 700 parks globally, said Platt, who is a founding member of the International Assn. of Trampoline Parks and sits on its board of directors.

But that wasn't actually the original concept at Sky Zone. Platt said the idea was to start a new professional sport where a Sky Zone game would be played on top of a trampoline.

Then children and teens from the nearby skate park started peeking in to admire the trampolines, and the business model went from sport to indoor trampoline for the masses, he said. And it took only a few months to realize the huge market potential. Month one saw 1,000 guests; month two welcomed 2,000; and month three jumped to 10,000, said Platt.

"That's when we knew the business model was gonna work," he said.



Instructor Armando Delgado cinches safety belts for rock wall climbers at Rockin' Jump Orange County in Santa Ana. (Spencer Grant)

With corporate-owned locations as well as franchises, Sky Zone parks can be found across the United States, Canada, Australia, Saudi Arabia, the United Kingdom and Mexico, including two franchises in Orange County. Jim Bellino, husband of former "The Real Housewives of Orange County" star Alexis Bellino, opened Sky Zone Anaheim in May 2012 and Sky Zone Westminster in May of this year.

"It's not an overly complex business model. You are not dealing with food or spoilage," said Platt of the industry trend. "You're selling an experience, not a product."

Fitness, fun – and pain?

Of course, the threat of injury adds to the pressure of owning a trampoline park.

NPR, reporting in August the results of research published in the journal Pediatrics, says the number of trampoline-park injuries has soared. The article noted the story of a 13-year-old who in the process of jumping, bounced off the wall, fell and broke both the bones in one arm, requiring surgery and the insertion of two pins.

NPR adds that the study authors estimate that the number of emergency room visits from injuries incurred at indoor parks rose to 6,932 in 2014 from fewer than 600 in 2010.

Even so, the industry is governed by safety standards developed by the International Assn. of Trampoline Parks.

"Injuries do happen," Platt said. "Jumping on a trampoline, like any other activity, involves a risk, but the rules, when followed, are effective in mitigating risks."

Kevin Odekirk, president and CEO of Big Air Trampoline Park, said injury rates "are actually below other active sports like football, baseball, soccer and even volleyball."

Many of the locations have staff monitoring the play areas.

Often, they will be observing more than simple acts of jumping up and down.

Pretty standard offerings are dodgeball played on a trampoline and basketball played on a trampoline, in addition to a large trampoline main court and foam pit that guests can trampoline into, according to Odekirk.





Using padded bats, Sawyer Nickelson and Matthew Lee battle for balance atop the X-Beam at Rockin' Jump Orange County in Santa Ana. (Spencer Grant)

Founded four years ago in Redlands, and now with two additional corporate locations in Laguna Hills and Buena Park, Big Air offers a few "standout attractions" as well, according to Odekirk. Both Orange County locations offer a mechanical bull ride over small inflatable structures that children and adults bounce off as they land on them. Then there's a rock-climbing wall built over a foam pit. "If you fall, you fall into some soft foam," Odekirk said. "Falling into that foam pit is a big part of that experience."

Family time

So is this a pastime targeted more toward kids or adults?

The answer is somewhere in the middle: It's often viewed as a family outing.

Olivia Acosta of Tustin discovered Rockin' Jump in May and has since been visiting the park with her 5- and 7-year-old daughters at least three times a week. Though she tried one of the fitness classes once, it was a bit too intense for her. She does continue to jump once a month on family night, when families receive an hour of jump time, pizza and a pitcher of soda at a discounted rate.

"I always feel energized after it," Acosta said. "Helps keep the stamina up."

Costanzo and her husband, who started out going to Big Air USA for their own exercise routine, now regularly visit the trampoline park with their 1- and 3-year-old daughters.

"We started taking them as soon as they could crawl," she said. "It's a good way to keep your family active."

Added Odekirk, "One of the most fun parts of my job over here is seeing families connect with each other."

At Rockin' Jump in Santa Ana on a recent weeknight, the level of joy emanating from the children running from trampoline to trampoline was almost palpable. The time (wristband entry into the park is sold by the half hour) sped by as they jumped through the various trampoline activities (dodgeball, basketball, jousting over the foam pit) as well as the non-trampoline activities — like a harnessed rock-climbing wall and a room featuring a laser light game.

Beyond the sheer entertainment value, there's the undeniable fitness component.

"Our theme really is competition disguised as fun," said Stephanie Courtillier, marketing director of the Rockin' Jump Orange County franchise.

Odekirk added that at a time when obesity is a problem, indoor trampoline parks

are a healthy outlet for families looking for exercise and entertainment.



Bouncing high on the dodge ball Open Jump, Sara Naulty shows the other kids how it's done. (Spencer Grant)



In addition to the inherent athleticism of spending half an hour or more jumping up and down on a trampoline — participants say they definitely feel it the next day — Rockin' Jump also offers fitness classes for children and adults.

"We use the trampolines for the cardio portion of the workout, and also use the pads and outside benches for stationary upper- and lower-body-focused workouts," Courtillier said. "We encompass a full body workout in every class."

A Birthday Business

Still, it's a kid-centric business in many respects.

In addition to programs like Toddler Time — allocated days and times when toddlers get full use of the space — trampoline parks naturally are places to congregate for birthday parties.

In October alone, Rockin' Jump hosted 207 events — averaging about 200 a month, according to Courtillier. Though most of them are kids' birthday parties, Rockin' Jump also hosts corporate and team events. It offers full event planning and catering, with food made in-house at its cafe, which is also open to guests.

Big Air also offers everything parents need for their child's big day, including food — also prepared in an onsite cafe — planning and cleanup.

"We are a birthday business first and foremost," Odekirk said. "We make it really easy for Mom."

Courtillier added: "Moms love us."

Big Air also hosts events like soccer team parties, where a group can gather for a presentation, pizza and jumping.

In addition to catered parties, Rockin' Jump offers private jump time for homeschooled children that meets their physical education requirement and also a special jump time every Sunday for special-needs children. One of the franchise owners has a child with special needs who responded very well to trampolines, said

Courtillier.

But when it comes down to it, trampoline parks are a good time for anyone looking for a unique form of entertainment and fitness.

"You just become a kid again," said Courtillier of the adults who decide to hop on. "It's just a good place to be."

*

Sky Zone's price ranges for Westminster and Anaheim are the same. Jump pass prices, no matter the age, start at \$12 per jumper for 30 minutes, \$15 for 60 minutes, \$20 for 90 minutes, and \$25 for 120 minutes. Parties start at \$150.

*

Rockin' Jump's prices are \$10 for 30 minutes, \$15 for one hour, \$20 for 1.5 hours and \$25 for two hours (includes the socks). Socks are mandatory and are \$2.50. Parties start at \$250.

*

Big Air USA Laguna Hills prices are \$15 an hour for all ages. Add-on jump time is \$8 an hour on same-day admission. In Buena Park, prices are \$14 an hour for all ages. Add-on jump time is \$6 an hour on same-day admission. Parties start at \$249 at both locations.

Comments (1)

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EXHIBIT 19



News

How safe are trampoline parks? As their popularity soars, so do injuries

The largely unregulated industry has yielded thousands of ER visits over the last several years. by Eun Kyung Kim / Jul.25.2018 / 5:39 AM ET / Source: TODAY

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The popularity of trampoline parks is growing by leaps and bounds — along with injuries among their visitors, particularly young children.

Less than a decade ago, there were only three trampoline parks in the nation. Now there are roughly 800. While thousands of customers walk away from their visits unharmed, warnings about the largely unregulated industry are mounting.



source to the state of the stat

How safe are trampoline parks? As their popularity soars, so do injuries



Chelsea Zeolla, 12, was bouncing and doing flips at Flight Trampoline Park in Connecticut when she landed on her arm and broke it. She now bears a scar where doctors inserted a pin to help set her arm.

The facility's owner, Ralph Park, admits that the centers can be dangerous.

"You can break a bone. You can have a compound fracture," he said.

Park owns 11 trampoline parks. Visitors at each one are required to watch a safety video and sign a waiver before they take their first leap.

""Of course, we don't want to see any injury," he said. "We want to find out why that injury happened and again, we want to try to prevent injuries from happening."

Only nine states have regulations dealing with trampoline parks. Kids aren't the only ones getting hurt at the facilities.

In 2012, former Yankee pitcher Joba Chamberlain visited a trampoline center with his son – and ended up breaking his ankle so severely that he suffered severe from extreme blood loss.



"We need parents to understand that this is not just a fun place. It's a place where people can get hurt," said Deslyn Audain, whose 4-year-old son, Jeremiah, broke his leg at a trampoline park. TODAY

According to the American Academy of Pediatrics, the number of emergency room visits from trampoline park incidents have soared, from 581 in 2010, to 6,932 just four years later.

Recommended



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Attorney David Chazen represents six clients who he says were injured at a Sky Zone Trampoline Park. The youngest is 4-year-old Jeremiah Lang, who broke his leg when an older child bounced on top of him.

"Sky Zone has a policy that anybody who can walk can go on their trampolines," he said.

In a statement to NBC News, Sky Zone asserted that "the safety of our guests is our top priority."

"As with any physical activity or sport, there are inherent risks. We take several measures to reduce these risks and educate our guests about safety in our parks," the company said in its statement.



How safe are trampoline parks for your kids?

Sep.17.201403:40

fY

Chazen said injuries at trampoline parks can be devastating to children, and their parents.

"The parents feel tremendous guilt, because when they look at this in hindsight and they regret having allowed their children to go to Sky Zone," he said.

The American Academy of Orthopedic Surgeons recommends that trampolines not be used by children under six. The American Academy of Pediatrics, however, advises against trampolines for all children.

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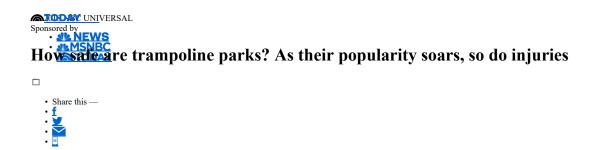


EXHIBIT 20



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More evidence trampoline parks are dangerous places for kids

Published August 16, 2016

Reuters

Trampoline parks may be a lot of fun for kids, but a new study of injuries from one hospital in Australia adds to growing evidence suggesting these facilities can also be dangerous for children.

The hospital is located just about three and a half miles from an indoor trampoline park that opened in July 2014.

In the first six months after the park opened, the hospital treated 40 children under age 17 for trampoline injuries sustained at this facility. Most children had soft tissue injuries, though about one-third had fractures, researchers report in the journal Injury Prevention.

Failed landings were usually the culprit, said lead study author Christopher Mulligan of Sydney Children's Hospital and the University of New South Wales' Neuroscience Research.

More on this ..

Texas woman paralyzed from waist down after trampoline accident

7 things ER doctors refuse to have in their homes Trampoline park injuries jump 12-fold as the trend spreads

"When children were injured bouncing alone on a trampoline, this was most often due to failed landings after summersaults or tricks, though there were also a few cases of kids landing outside the trampoline areas, such as on the surrounding padding mats," Mulligan said by email.

"When more than one person jumps on a small trampoline at the same time, they increase the risk of direct collision," Mulligan added. "With the increased weight and energy of another person, the smaller sized jumper can also be projected higher and further than expected, which increases the risk of a failed landing."

The study is small, and it's possible only the more seriously injured children from the trampoline park landed in the hospital, the authors note. This might exaggerate the proportion of fractures and serious accidents.

But the findings come on the heels of a U.S. study this month documenting a surge in injuries that has mirrored the growing popularity of trampoline parks.

From 2010 to 2014, the average annual number of U.S. emergency room visits for trampoline injuries was close to 92,000, according to the study in Pediatrics.

The vast majority of these U.S. injuries happened at home - but injuries at trampoline parks surged more than 10-fold during the study period. In 2014, injuries at trampoline parks accounted for almost 7,000 emergency room visits, the study found.

Nationwide, the number of U.S. trampoline parks grew from about 40 in 2011 to 280 in 2014. An estimated five to six new parks open each month, and there were probably about 450 total by the end of last year.

In Australia, Mulligan and colleagues note, more than 20 commercial trampoline parks have opened in the past three years, with an estimated three new centers opening every month.

"The important risks to consider are the risks of serious injury, like spinal cord injuries or fractures requiring surgery," Dr. Kathryn Kasmire of Connecticut Children's Medical Center in Hartford, lead author of the U.S. study, said after reviewing the findings from Australia.

"The risks cannot be completely avoided even if safe jumping practices are followed," Kasmire added by email.

For this reason, the American Academy of Pediatrics (AAP) recommends against recreational trampoline use. When trampolines are used for fun, kids should have constant adult supervision and adequate protective padding, and there should be just one jumper at a time, the AAP recommends. Kids should also avoid flips and somersaults, the doctors group advises.

"The physical and mental health benefits of sports are important for a child's development, and there are many aerobic activities that are safe and appropriate for children," said Dr. Gary Smith, lead author of the AAP recommendations on trampolines and president of the Child Injury Prevention Alliance in Columbus, Ohio.

"Trampoline use can be one of them if done under appropriate supervision and in an appropriate environment - which is not in a trampoline park or in the back yard," Smith, who wasn't involved in either study, added by email.

"If a child would like to use a trampoline, the child should do so under the supervision of a trained instructor, who can safely progress the child through maneuvers as the child gains skills," Smith said.

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 $http://www.foxnews.com/health/2016/08/16/more-evidence-trampoline-parks-are-dangerous-places-for-kids.html \label{eq:linear}$

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EXHIBIT 21

PLD-PI-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
- Randolph K. Gille 119737 Law Offices of Goldberg & Gille	
131 North El Molino Avenue, Suite 310	
Pasadena, CA 91101	ELECTRONICALLY
TELEPHONE NO.: 626/584-6700 FAX NO.(Optional): 626/584-6719	FILED
E-MAIL ADDRESS (Optional):	SUPERIOR COURT OF CALIFORNIA
ATTORNEY FOR (Name): Plaintiff	COUNTY OF ORANGE CENTRAL JUSTICE CENTER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange County	
STREET ADDRESS: 700 Civic Center Drive	Apr 28 2015
MAILING ADDRESS: 700 Civic Center Drive	ALAN CARLSON, Clerk of the Court
CITY AND ZIP CODE: Santa Ana, California 92701 BRANCH NAME: Central Justice Center	by E. CRAMER
PLAINTIFF: TISHA HARMAN	
DEFENDANT: SKY ZONE, LLC; JUMP OC, LLC dba SKY ZONE INDOOR TRAMPOLINE PARK:	
DEFENDANT: RPSZ CONSTRUCTION, LLC; SKY ZONE FRANCHISE GROUP, LLC;	
SZ CAPITAL PARTNERS, LLC/PINOT HOLDING, LLC; JIM BELLINO, ALEXIS BELLINO	
X DOES 1 TO 100, Inclusive	
COMPLAINT-Personal Injury, Property Damage, Wrongful Death	
X AMENDED (Number): FIRST	
Type (check all that apply): GROSS NEGLIGENCE,	
MOTOR VEHICLE X OTHER (specify): PRODUCTS LIABILITY	
Property Damage Q Wrongful Death & PREMISES LIABILITY	
I Personal Injury I Other Damages (specify):	
Jurisdiction <i>(check all that apply):</i>	CASE NUMBER:
ACTION IS A LIMITED CIVIL CASE Amount demanded does not exceed \$10,000	30-2015-00770553-CU-PO-CJC
Amount demanded does not exceed \$10,000	
ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)	
ACTION IS RECLASSIFIED by this amended complaint	
from limited to unlimited	
from unlimited to limited	
1. Plaintiff (name or names): TISHA HARMAN	
alleges causes of action against defendant (name or names): sky ONE, LLC; JUMP OC, LLC	dba SKY ZONE INDOOR TRAMPOLINE PARK;
RPSZ CONSTRUCTION,LLC; SKY ZONE FRANCHISE GROUP,LLC; SZ CAPITAL PARTNERS,LLC/PINOT H	OLDING, LLC; JIM BELLINO, ALEXIS BELLINO
2. This pleading, including attachments and exhibits, consists of the following number of pa	ages: 10
 Each plaintiff named above is a competent adult 	
a. except plaintiff (name):	
(1) a corporation qualified to do business in California	
 (2) an unincorporated entity (describe): (2) a sublic artity (describe); 	
(3) 🛄 a public entity <i>(describe):</i> (4) 🔲 a minor 🔄 an adult	
(a) [a] for whom a guardian or conservator of the estate or a guardiar	ad litem has been appointed
(b) (b) other (<i>specify</i>):	
(5) (1) other (<i>specify</i>):	
b. 🔲 except plaintiff <i>(name):</i>	
(1) 🛄 a corporation qualified to do business in California	
(2) 🛄 an unincorporated entity <i>(describe):</i>	
(3) a public entity <i>(describe):</i>	
(4) 🛄 a minor 🔄 🛄 an adult	and litera has been succeded.
(a) for whom a guardian or conservator of the estate or a guardian	ad litern has been appointed
(b) u other (<i>specify</i>): (5) other (<i>specify</i>):	
Information about additional plaintiffs who are not competent adults is shown in Attachme	ent 3.
Form Approved for Optional Use Aurtin Deans COMPLAINT-Personal Injury, Property	Page 1 of 3 Code of Civil Procedure, § 425.12
Form Approved for Optional Use Judicial Council of California PLD-PI-001 [Rev. January 1, 2007]	www.courtinfo.ca.gov
FIRST AMENDED	HARMAN, TISHA

PLD-PI-001 [Rev. January 1, 2007] COMPLAINT-Perso	nal Injury, Property Page 2 of 3
	promotive and a second seco Second second
 9. Plaintiff is required to comply with a claims statute, and a. has complied with applicable claims statutes, or b. is excused from complying because (<i>specify</i>): 	
 c. injury to person or damage to personal property occu d. other (<i>specify</i>): 	
	ation or unincorporated association is in its jurisdictional area.
7. Defendants who are joined under Code of Civil Procedure	e section 382 are <i>(names):</i>
 named defendants and acted within the scope of th b. ∑ Doe defendants (specify Doe numbers): 1-100 plaintiff. 	hat agency or employment. are persons whose capacities are unknown to
	plaintiff. were the agents or employees of other
Limited Liability Corporation	Limited Liability Corporation
(5) X other (<i>specify</i>):	(5) X other (specify):
 (3) an unincorporated entity (describe): (4) a public entity (describe): 	 (3) an unincorporated entity (describe): (4) a public entity (describe):
(1) a business organization, form unknown(2) a corporation	 (1) a business organization, form unknown (2) a corporation
b. X except defendant (name): RPSZ CONSTRUCTION, LLC	d. X except defendant <i>(name):</i> SKY ZONE FRANCHISE GROUP, LLC
(5) X other (<i>specify</i>): Limited Liability Corporation	(5) X other (specify): Limited Liability Corporation
(4) a public entity <i>(describe):</i>	 (4) a public entity (describe): (5) Stars (appeiful)
 (2) a corporation (3) an unincorporated entity (<i>describe</i>): 	 (2) a corporation (3) an unincorporated entity (<i>describe</i>):
a. X except defendant (<i>name</i>): SKY ZONE,LLC (1) A business organization, form unknown	c. 🚺 except defendant <i>(name):</i> JUMP OC, LLC dba SKY ZONE TRAMPOLINE (1) 🛄 a business organization, form unknown PARK
and has complied with the fictitious business name laws 5. Each defendant named above is a natural person	
 Plaintiff (name): is doing business under the fictitious name (specify): 	
SHORT TITLE: Harman v. Sky Zone, LLC., et al.	CASE NUMBER: 30-2015-00770553-CU-PO-CJC

HARMAN, TISHA

SHORT TITLE:	CASE NUMBER:
Harman v. Sky Zone, LLC., et al.	

- 10. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
 - a. Motor Vehicle
 - b. X General Negligence (Gross Negligence)
 - c. Intentional Tort
 - d. X Products Liability
 - e. X Premises Liability
 - f. Other (specify) :
- 11. Plaintiff has suffered
 - a. 🛛 wage loss
 - b. 🔲 loss of use of property
 - c. X hospital and medical expenses
 - d. X general damage
 - e. property damage
 - f. Ioss of earning capacity
 - g. cher damage (specify) :

12. The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. 🔲 listed in Attachment 12.
- b. 🔲 as follows:
- 13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) Compensatory damages
 - (2) **D** punitive damages

The amount of damages is (in cases for personal injury or wrongful death, you must check (1)):

- (1) 🔀 according to proof
- (2) in the amount of: \$
- 15. The paragraphs of this complaint alleged on information and belief are as follows (specify paragraph numbers): GN-1, Prod L-1 through Prod. L-5, Prem. L-1, Prem. L-2, and Prem. L-5

Date: 4/27/15

Randolph K. Gille, Esq (TYPE OR PRINT NAME)

R.R.S	Leen
(SIGNAT	JRE OF PLAINTIFF OR ATTORNEY)

PLD-PI-001 [Rev. January 1, 2007]

COMPLAINT-Personal Injury, Property Damage, Wrongful Death FIRST AMENDED

HARMAN, TISHA

Page 3 of 3

MC-025

SHORT TITLE:		CASE NUMBER:
-Harman v. Sky Zone, LLC.,	et al.	30=2015-00770553-CU-PO-CJC

ATTACHMENT (Number) : 5_____ (This Attachment may be used with any Judicial Council form.)

PLD-PI-001 COMPLAINT SECTION 5 CONTINUED

EACH DEFENDANT NAMED ABOVE IS A NATURAL PERSON

E. EXCEPT DEFENDANT: SZ CAPITAL PARTNERS, LLC (5) OTHER: LIMITED LIABLITY CORPORATION

F. EXCEPT DEFENDANT: PINOT HOLDING, LLC (5) OTHER: LIMITED LIABLITY COPORATION

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

Page <u>4</u> of <u>10</u> (Add pages as required)

www.courtinfo.ca.gov

Form Approved for Optional Use Judicial Council of California MC-025 [Rev. July 1, 2009] ATTACHMENT to Judicial Council Form

HARMAN, TISHA

		PLD-PI-001(2)
SHORT TITLE:		CASE NUMBER:
Harman v. Sky Zone, LLC	., et al.	30-2015-00770553-CU-PO-CJC
FIRST (number) ATTACHMENT TO 🔀 Complaint	CAUSE OF ACTION->BERGER AN GROSS NEC	
(Use a separate cause of action for	n for each cause of action.)	
GN-1. Plaintiff (name): Tisha	Harman	
alleges that defendant <i>(name)</i>	: SKY ZONE, LLC; JUMP OC, LLC TRAMPOLINE PARK; RPSZ CONS SKY ZONE FRANCHISE GROUP, PARTNERS, LLC/PINOT HOLDIN ALEXIS BELLINO	STRUCTION, LLC; LLC; SZ CAPITAL
X Does 1	_ to <u>.30</u>	
negligently caused the damage on (<i>date</i>): 2/9/13 at (<i>place</i>): 1301 North	n Kellogg Drive, Anaheim, C	
(description of reasons for liab. SEE ATTACHMENT GN		

Page 1 of 1 CAUSE OF ACTION- General Negatigence Code of Civil Procedure 425.12 www.courtinfo.ca.gov Form Approved for Optional Use Judicial Council of California PLD-PI-001(2) [Rev. January 1, 2007] Gor <u>Martin Dean's</u> ESSENTIAL FORMS™ HARMAN, TISHA

1	HARMAN v. SKY ZONE, LLC, ET AL. PAGE 6
2	ATTACHMENT "GN-1 (A)"
3	FIRST CAUSE OF ACTION
4	GROSS NEGLIGENCE AS TO THE DEFENDANTS SKY ZONE, LLC; JUMP OC, LLC dba SKY ZONE INDOOR TRAMPOLINE PARK; RPSZ CONSTRUCTION, LLC; SKY ZONE
5 6	SKY ZONE INDOOR TRAMPOLINE PARK; RPSZ CONSTRUCTION, LLC; SKY ZONE FRANCHISE GROUP, LLC; SZ CAPITAL PARTNERS,LLC/PINOT HOLDING, LLC; JIM BELLINO, ALEXIS BELLINO AND DOES 1 TO 30.
7	On or about February 9, 2013, Plaintiff entered the ANAHEIM SKY ZONE
8	TRAMPOLINE PARK located at 1301 North Kellogg Drive, Anaheim, California 92807, as a
9	paid guest to Defendants' trampoline park.
10	Plaintiff is informed and believes and thereon alleges that Defendants SKY ZONE, LLC;
11	JUMP OC, LLC dba SKY ZONE INDOOR TRAMPOLINE PARK; RPSZ CONSTRUCTION,
12	LLC; SKY ZONE FRANCHISE GROUP, LLC; SZ CAPITAL PARTNERS,LLC/PINOT
13	HOLDING, LLC; JIM BELLINO, ALEXIS BELLINO AND DOES 1 TO 30., (hereafter
14	collectively referred to as "SZRC"), the owners, their employees and agents had a duty of care to
15	inspect and make their facility reasonably safe from all dangerous conditions that existed within
16	their facility.
17	Plaintiff is further informed and believes and thereon alleges that Defendants SRZC, the
18	owners, their employees and agents breached that duty of due care by not doing the following:
19	A. Failure to investigate incidents when they occur at the trampoline facility;
20	B. Failure to train employees how to properly investigate injury producing
21	incidents;
22	C. Failure to train employees to properly preserve video evidence once an
23	injury occurring event has been reported to them;
24	D. Failure to create an incident report once an injury has been reported.
25	E. Failure to train employees to respond, pro-actively once an injury has been
26	reported to them;
27	
28	
na na Alama	

HARN	<u>AAN v. SKY</u>	Y ZONE, LLC, ET AL.	PAGE
	F.	Failing to train its employees to follow defendants' internal inc	cident
		investigation policy, thereby preserving relevant evidence;	
	G.	Maintaining the equipment;	
	H.	Providing adequate patron guidelines which educate guests on	how to use
		the facility and trampolines safely;	
	I.	Failing to take safety precautions pursuant to Defendants' state	d safety
		policy;	
	J.	Inadequate warning signs, re: risk of serious injury;	
	К.	Inadequate training of staff/monitors/lifeguards assigned to pro	otect guests
	L.	Inadequate supervision/monitoring of the trampoline area to av	void
		overcrowding or double jumps on trampolines;	
	M.	Inadequate inspection of the trampoline area to correct/fix dan	gerous
		conditions in the trampoline area open to the public;	
	N.	Providing defective equipment;	
	О.	Inadequate design;	
	Р.	Improper padding.	
	Plaintiff is i	informed and believes and thereon alleges that Defendants SRZC,	, the owners
their er	nployees an	d agents were grossly negligent in the following:	
	А.	Failure to investigate incidents when they occur at the trampol	ine facility.
	B.	Failure to train employees how to properly investigate injury p	oroducing
		incidents;	
n kuunnen jaras	C.	Failure to train employees to properly preserve video evidence	once an
		injury occurring event has been reported to them;	
	D.	Failure to create an incident report once an injury has been rep	orted;
	E.	Failure to train employees to respond, pro-actively once an inj	ury has bee
		reported to them;	

1	<u>HARMAN v. SK</u>	Y ZONE, LLC, ET AL. PAGE 8
2		
3	F.	Failing to train its employees to follow defendants' internal incident
4		investigation policy, thereby preserving relevant evidence;
5	G.	Maintaining the equipment;
6	H.	Providing adequate patron guidelines which educate guests on how to use
7		the facility and trampolines safely;
8	I.	Failing to take safety precautions pursuant to Defendants' stated safety
9		policy;
10	J.	Inadequate warning signs, re: risk of serious injury;
11	K.	Inadequate training of staff/monitors/lifeguards assigned to protect guests;
12	L.	Inadequate supervision/monitoring of the trampoline area to avoid
13		overcrowding or double jumps on trampolines;
14	M.	Inadequate inspection of the trampoline area to correct/fix dangerous
15		conditions in the trampoline area open to the public;
16	N.	Providing defective equipment;
17	0.	Inadequate design;
18	Р.	Improper padding.
19	Additional	ly, the premises as designed, built, and constructed were defective and there
20	was an unreasona	ble risk of injury beyond which was inherent in the activity/sport due to the
21	numerous defects	as noted above. Plaintiff asserts that the conduct of Defendants SRZC and
22	Does 1 to 30, refl	ects a want of even scant care or an extreme departure from the ordinary
23	standard of condu	ct for this type of activity.
24	The gross	negligence of Defendants SRZC, the owners, their employees, agents and
25	Does 1 to 30, eacl	h of them caused Plaintiff to suffer harm, physical and emotional injuries
26	requiring medical	treatment and resulted in plaintiff sustaining pain and suffering, past and
27	future medical ex	penses, and past and future loss of earnings.
28	Plaintiff T	isha Harman hereby demands a Trial by Jury.

I

HORT TITLE:	1
	CASE NUMBER:
arman v. Sky Zone, LLC., et al.	30-2015-00770553-CU-PO-CJ
SECOND CAUSE OF ACTION- Products Lia	bility Page 9
(number) ATTACHMENT TO 🖾 Complaint 🛄 Cross-Complaint (Use a separate cause of action form for each cause of action.)	
Plaintiff (name): Tisha Harman	
Prod. L-1. On or about (date): 2/9/13 plaintiff was injure Sky Zone trampoline, Sky Zone provided sho protective trampoline padding and all othe items which contributed to the subject acc	er products and
Prod. L-2. Each of the defendants knew the product would be purchased and used w product was defective when it left the control of each defendant. The being	
 used in the manner intended by the defendants. used in a manner that was reasonably foreseeable by defendants areadily apparent. Adequate warnings of the danger were not given. Prod. L-3. Plaintiff was a 	s involving a substantial danger not
purchaser of the product.	of the product. • (specify): business invitee
PLAINTIFF'S INJURY WAS THE LEGAL (PROXIMATE) RESULT OF THE FOLLOWI Prod. L-4. Count One-Strict liability of the following defendants who a. Communication assembled the product <i>(names)</i> :	NG: (paying customer)
Does <u>31</u> to <u>40</u> b. X designed and manufactured component parts supplied to the m	nanufacturer <i>(names)</i> :
\mathbf{X} Does <u>41</u> to <u>50</u>	
c. 🖾 sold the product to the public <i>(names)</i> :	to plaintiff <i>(names)</i> :
c. I sold the product to the public <i>(names)</i> : I Does <u>51</u> to <u>60</u> Prod. L-5. Count Two-Negligence of the following defendants who owed a duty Does to	
c. Sold the product to the public (names): Does <u>51</u> to <u>60</u> Prod. L-5. Count Two-Negligence of the following defendants who owed a duty Does to Prod. L-6. Count Three-Breach of warranty by the following defendants (name Does to <u>70</u> a. Who breached an implied warranty b. who breached an express warranty which was written oral Prod. L-7. The defendants who are liable to plaintiffs for other reasons and the	2 5): Rootalai kaivada kaiomai kaodista kandi kaodin katika kaibana daka kaina kaibana kaina kaina kaina kaina kaina
c. X sold the product to the public (names): X Does <u>51</u> to <u>60</u> Prod. L-5. Count Two-Negligence of the following defendants who owed a duty Prod. L-6. Count Three-Breach of warranty by the following defendants (name X Does <u>61</u> to <u>70</u> a. X who breached an implied warranty b. who breached an express warranty which was written oral	2 5): Rootalai kaivada kaiomai kaodista kandi kaodin katika kaibana daka kaina kaibana kaina kaina kaina kaina kaina
c. X sold the product to the public (names): X Does <u>51</u> to <u>60</u> Prod. L-5. Count Two-Negligence of the following defendants who owed a duty Does to Prod. L-6. Count Three-Breach of warranty by the following defendants (name X Does <u>61</u> to <u>70</u> a. W who breached an implied warranty b. who breached an express warranty which was written oral Prod. L-7. The defendants who are liable to plaintiffs for other reasons and the	2 5): Rootalai kaivada kaiomai kaodista kandi kaodin katika kaibana daka kaina kaibana kaina kaina kaina kaina kaina

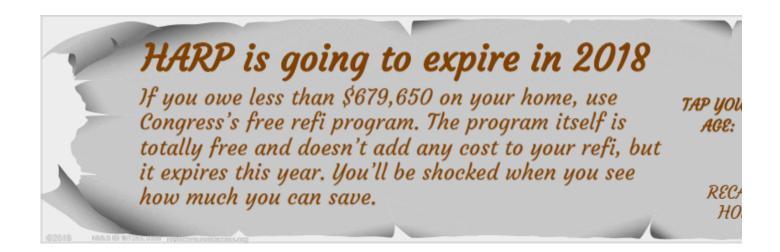
HORT TITLE:				CASE NUMBER:	PLD-PI-001
	ky Zone o	f Anaheim, et	al		70553-CU-PO-CJC
	му доне 0.	r manerm, et	u.t. •	50-2015-00	,0333-00-P0-000
	mber)	CAUSE OF ACT	ΓΙΟΝ - Premises Lia	ability	Page <u>10</u>
		nt			
		endants were the legal (p	roximate) cause of dama plaintiff was injured on tl		n the following
Sky	Zone Tram	<i>premises and circumstar</i> npoline Park – ellogg Drive, <i>P</i>	Anaheim	ornia 92807	
tram	poline ar	foot slid under tea causing her hich resulting	foot to get	stuck in the	
Prem.L-2.		e gligence The defendant premises were <i>(names)</i> :	ts who negligently owned	I, maintained, managed	l and operated
Prem.L-3.	Count Two-Wi maliciously fail (names): sky RPSZ PART	to	vil Code section 846] The gainst a dangerous co LLC dba SKY ZONE IND SKY ZONE FRANCHISE G NG,LLC; JIM BELLINO,	ndition, use, structure OOR TRAMPOLINE PARK ROUP, LLC; SZ CAPIT and ALEXIS BELLINO	, or activity were ;
Prem.L-4.		Dangerous Condition of rous condition existed we		efendants who owned p	oublic property on
	a. The defendence danger	bes to fendant public entity had ous condition in sufficien indition was created by en	t time prior to the injury t		stence of the
Prem.L-5. a. 🚺	-	bout Other Defendants d acted within the scope of			loyees of the other
b. 🗖	The defendants	to <u>100</u> s who are liable to plaint in attachment Prem.L-5.			liability are
					Page 1 of 1

EXHIBIT 22

Brainerd man paralyzed in trampoline park accident settles for \$3M - Twin Cities







NEWS

Brainerd man paralyzed in trampoline park accident settles for \$3M



By THE ASSOCIATED PRESS | January 13, 2017 at 6:07 pm



https://www.twincities.com/2017/01/13/brainerd-man-paralyzed-in-trampoline-park-accident-settles-for-3m/[9/4/2018 5:40:45 PM]

Brainerd man paralyzed in trampoline park accident settles for 3M - Twin Cities



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- **4.** Passenger killed in St. Paul crash ID'd as 28-year-old father of five
- 5. Minnesota State Fair breaks attendance record with more than 2 million visitors

6. A new anthem for Minnesotans? State celebrated in music video featuring Justin Morneau, KARE 11 anchors

ST. CLOUD, Minn. — A Brainerd man has settled his lawsuit against a St. Cloud trampoline park where he suffered a paralyzing injury in 2015.

Attorneys representing Anthony Seitz said that AirMaxx Trampoline Park will pay Seitz \$3 million to settle the case. The St. Cloud Times reported that the settlement was reached during mediation.

Seitz was paralyzed in August 2015 after he jumped into a foam pit at the trampoline park. He was playing there with his 11-year-old son when he jumped into the pit and landed on his neck, breaking it.

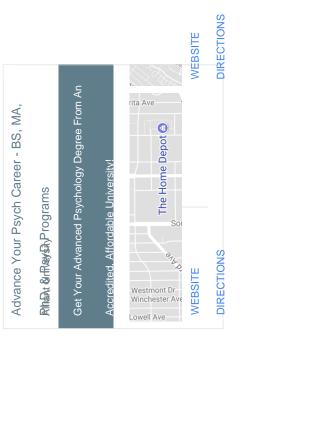
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- Minnesota State Fair breaks attendance record with more than 2 million visitors
- A new anthem for Minnesotans? State celebrated in music video featuring Justin Morneau, KARE 11 anchors
- Ding dong, the shoes are back! Judy Garland's stolen ruby slippers recovered

Seitz signed a waiver of liability before the injury, but his lawsuit contended that AirMaxx was grossly negligent.

ADVERTISING

Michael Hutchens, an attorney for AirMaxx, said the park is safe but the settlement avoided a trial and a potentially much larger award.





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MORE IN NEWS

Susan Scarborough, Ramsey County public defender, spent her life advocating for children September 04, 2018, 1:07 pm

The life's work of Susan Scarborough as a public defender in Ramsey County could be compared to the grapefruit tree she had growing inside her Hudson home. When a friend asked how she had managed to get a 12-foot tree into her house, she replied that it started out small, but she just kept watering it until it nearly reached...

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'This can never happen again' — A St. Paul mother's descent into darkness 20 years ago left nightmares, changes to mental health assistance

September 02, 2018, 9:04 am

In the moments after a woman reported she had killed her children, officers Sheila Larson and Tony Chaffee were in shock over what they were seeing. They could only focus on trying to help.

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At new Maplewood hemp store, hopes are high, but not the users

September 02, 2018, 6:00 am

The metro area's first edible-hemp store is now open in Maplewood, and the owners have a lot of explaining to do. Yes, hemp is a cousin of marijuana. No, it doesn't make you high. Yes, it is legal. No, you don't smoke it, but you can vape it. "I am getting a lot of questions," said Abbie Schneider, co-owner of...

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New housing vs. used: Nonprofits try new tactic in affordability wars

August 31, 2018, 4:24 pm

Heather Cassell knows it's cheaper to buy something that's used. "Pretty much everything I have is used," said Cassell, 39, a single mother of three boys. "I don't see why I would buy anything new. It's a lot less expensive." Her landlord has learned the same lesson. Cassell can live in her Little Canada apartment only because the housing nonprofit...

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Wisconsin father, 3 young children die kayaking in Apostle Islands; mother found alive August 31, 2018, 6:50 pm

A mother is the sole survivor after her husband and their three young children died when their kayak capsized late Thursday off Lake Superior's Apostle Islands in northern Wisconsin, authorities said. The west-central Wisconsin family of five was touring the Apostle Islands National Lakeshore archipelago when their watercraft overturned about a mile west of Michigan Island before 8:30 p.m., authorities...

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Back in business? Herberger's announces comeback — details to come September 02, 2018, 10:34 am

Well, that didn't take long. Just days after former retail giant Herberger's shuttered all of its locations for good nationwide, a greeting on the store's website now says it is miraculously coming back. "We've got great news," a display on its homepage reads. "Herberger's is coming back!" The retailer didn't provide any further details regarding the store's comeback other than...

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Brainerd man paralyzed in trampoline park accident settles for 3M - Twin Cities

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EXHIBIT 23

Canada January 10, 2017 2:50 am

Updated: January 10, 2017 3:38 pm

Sherwood Park teen breaks his neck at trampoline park: family



By Phil Heidenreich Online journalist Global News

WATCH ABOVE: An 18-year-old man from Sherwood Park, Alta. Was taken to hospital after breaking his neck at a local trampoline park. Sarah Kraus reports.

The older brother of an 18-year-old Sherwood Park man says his brother is scheduled to undergo surgery Tuesday after allegedly breaking his neck at a trampoline park east of Edmonton.

On Monday night, Jordan Smith told Global News the incident happened Saturday evening when his brother Landon went to Jump Park Trampoline in Sherwood Park, Alta. to attend a child's birthday party with his girlfriend and her family.

Related



'I would say it's an epidemic': Lethbridge orthopedic surgeon

sees trampoline accidents weekly



6-year-old boy paralyzed after trampoline accident to

be awarded for bravery

 Alberta boy recognized for courage after tragic trampoline accident "It was actually just his first jump," Smith said, adding his brother had been to different trampoline parks nearly a dozen times before.

"He actually bottomed out the trampoline... it's obviously a foam pit, and then the floor of the foam pit's a trampoline, and then after the trampoline is concrete. So he bottomed out the foam pit."

Smith wasn't there but said people who were with his brother told him it was Landon's girlfriend who found him after and realized something had gone terribly wrong.

"He obviously had gone under and they couldn't see him in the

foam pit, and the girl he was with... she thought he was just kind of joking around so all the little kids were like, 'Landon, get out of the way, we want to go,'" he said.

"After about five minutes of everybody thinking he was joking... (the girl he was with) jumped in the foam pit, found his leg... and that's when somebody was like, 'call 911 right now.'

"He goes into surgery tomorrow but right now, based on the MRI and stuff like that, he's got a broken neck... and some damage to his spinal cord and some torn ligaments in the actual neck itself," Smith said, adding doctors were waiting to perform the surgery until Landon's swelling had gone down.

According to Smith, his brother was able to wiggle his toes on Sunday but was in and out of consciousness while in the ambulance because it's believed Landon also hit his head on the concrete.

Jump Park Trampoline issued a statement about the incident on its Facebook page Monday.

"We would like to confirm that there was an incident at our facility over this past weekend where an 18-year-old guest was injured in our foam pit," the statement said in part. "We are in contact with his family and offering any support we can."

This Facebook post is no longer available. It may have been removed or the privacy settings of the post may have changed.

Help Center 🚹

Jump Park Trampoline added its foam pit "is industry standard with 3.5 feet of foam blocks resting above an extra precautionary trampoline above the facility's floor." It also said safety was its top priority and that trained professionals had completed a "thorough inspection of all parts of the foam pit and the precautionary trampoline, and have been advised that there are no defects with the equipment."

The venue also said it would continue to inspect its equipment on a daily basis.

"We are committed to the safety of our guests and will continue to cause our equipment to be inspected on a daily basis as we have since we opened."

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EXHIBIT 24

Exhibit N - Page 294

Ame of Pe	erican Acad diatrics	lemy 🚱					
DEDICA	TED TO THE HEAI	TH OF ALL CHILD	REN®				
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AAP Advises Against Recreational Trampoline Use

9/24/2012 For Release: September 24, 2012

An updated report by the American Academy of Pediatrics (AAP) cautions against home trampoline use, and provides updated data on the number of and types of injuries caused by trampolines. Since publication of the previous AAP policy statement in 1999 (reaffirmed in 2006), the key recommendation remains consistent against recreational trampoline use, and includes data on injuries unique to trampolines.

In the updated policy statement, "Trampoline Safety in Childhood and Adolescence," in the October 2012 Pediatrics (published online Sept. 24), the AAP provides pediatricians with guidelines on patterns of injury with trampoline use, the efficacy of current safety measures, and unique injuries attributed to trampoline use.

Trampoline injury rates have steadily been decreasing since 2004. In 2009, however, the National Electronic Injury Surveillance System (NEISS) estimated almost 98,000 trampoline-related injuries in the U.S., resulting in 3,100 hospitalizations. The rates of trampoline injury appear higher for children than in adults.

"Pediatricians need to actively discourage recreational trampoline use," said Michele LaBotz, MD, FAAP, coauthor of the updated policy statement. "Families need to know that many injuries occur on the mat itself, and current data do not appear to demonstrate that netting or padding significantly decrease the risk of injury."

Most trampoline injuries (75 percent) occur when multiple people are jumping on the mat. The smallest and youngest participants are usually at greater risk for significant injury, specifically children 5 years of age or younger. Forty-eight percent of injuries in this age group resulted in fractures or dislocations.

Common injuries in all age groups include sprains, strains and contusions. Falls from a trampoline accounted for 27 percent to 39 percent of all injuries, and can potentially be catastrophic. Many injuries have occurred even with adult supervision. The AAP policy statement also addresses the safety of trampoline parks. The AAP suggests that the precautions outlined for recreational use also apply to all commercial jump parks. Injury rates at these facilities should continue to be monitored.

The report includes key recommendations for pediatricians and parents, including:

- · Pediatricians should advise parents and children against recreational trampoline use.
- · Current data on netting and other safety equipment indicates no reduction in injury rates.
- Failed attempts at somersaults and flips frequently cause cervical spine injuries, resulting in permanent and devastating consequences.
- Homeowners with a trampoline should verify that their insurance covers trampoline injury-related claims.
- Rules and regulations for trampoline parks may not be consistent with the AAP guidelines.
- Trampolines used for a structured sports training program should always have appropriate supervision, coaching, and safety measures in place.

###

The American Academy of Pediatrics is an organization of 60,000 primary care pediatricians, pediatric medical subspecialists and pediatric surgical specialists dedicated to the health, safety and well-being of infants, children, adolescents and young adults. For more information, visit www.aap.org.

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EXHIBIT 25

Exhibit N - Page 299

Texas woman paralyzed from waist down after trampoline accident | Fox News



WOMEN'S HEALTH

Texas woman paralyzed from waist down after

trampoline accident

Published December 19, 2014 • Fox News





When Grace Quiroz signed a liability waiver at a Dallas, Tex. area trampoline about three weeks ago, she didn't think much of it. But, little did she know, she was signing away her right to receive financial help in the event of an injury, khou.com reported.

Ever since Nov. 29, when Quiroz went to North Dallas Jumpstreet indoor trampoline park with her husband to celebrate their son Matthew's seventh birthday, she has been paralyzed from the waist down. Quiroz said she injured herself when she was jumping, did a little flip and fell hard on her neck.

"It was like falling into the ground," she told khou.com. "I mean, immediately, I couldn't feel anything."

Sullivan was playing on the dodgeball court nearby and rushed to his wife's side. She was diagnosed with a severe spinal cord injury at Baylor Hospital then underwent surgery two days later. Doctors removed the broken pieces of vertebrae, and she now has two titanium plates in place to protect her spinal cord and hold her head in place.

Doctors said if she had moved an inch before paramedics arrived at the scene of the injury, she likely would have died. Khou.com reported that if the injury had been just one vertebrae higher, she would have had to use a ventilator and been unable to talk.

Her family has hired a lawyer to try to challenge the park and claim negligence.

"Our investigation is continuing," John Kirtley, their attorney, told khou.com. "We believe there is going to be some responsibility on their part."

Jumpstreet employees are reportedly looking into the accident.

"Our thoughts and prayers are with Ms. Quiroz and her family," Mark Goldman, the company's chief operating officer, said in a statement. "The safety of our guests and their families are our top priority."

The park said Quiroz's incident was the first of its kind in seven years at the park.

Quiroz's husband, Robert Sullivan, said the company hasn't contacted his family regarding the accident, but that it returned the \$98 the family spent there that night.

Today, Quiroz sleeps at the hospital every night. She has regained limited use of her arms and uses a wheelchair. She attends physical therapy in the hospital daily.

"It's tough," she said. "I'm going to fight this battle."

Quiroz said she has faith that she'll one day walk again. "I'm just taking one day at a time."

The accident has been especially hard on the couple's younger children, Sullivan said.

"Matthew asked me, 'Is my mom going to lose her legs?'" Sullivan said. "It's just hard thing to answer."

Nonetheless, Sullivan and his wife aren't giving up.

"You're going to beat this, and God's the top doctor," Sullivan told his wife. "You're going to be able to hug people and thank everybody who ever helped you."

Click to donate to Quiroz's GoFundMe account.

Click for more from khou.com.

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EXHIBIT 26

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Featured Posts, News Posts, Real Housewives of Orange County

RHOC's Jim Bellino Is Being Sued by His Former Business Partner Amid Divorce from Alexis Bellino





Former **Real Housewives of Orange County** star **Jim Bellino** finds himself in a new legal battle, just weeks after he filed for divorce from **Alexis Bellino**.

According to a new report, the former Bravo reality star is being sued for \$350,000 by his former business partner **Jason Hughes**, who accuses Jim of failing to pay him his share after selling the company. Even more, this lawsuit was filed just days after Jim's divorce filing.

In lawsuit documents obtained by The Blast, Jason is alleging that he owned a 20 percent stake of Jim's indoor trampoline park company, Sky Zone, and agreed to sell Jim his share last October for the amount of \$635,000.

Based on the sale agreement, Sky Zone would pay Jason \$317,5000 once the deal was signed, and he would then receive 16 payments of \$19,843.75 to complete the sale. Additionally, the deal

had a clause that stated the entire balance would need to be paid at once in the event that the company was sold to a third party.

Jason claims in the lawsuit that the company was sold to a third party earlier this year and Jim has refused to pay him the remaining balance as agreed upon in their signed agreement.

He is now suing Jim for the unpaid balance of \$350,000, plus interest.

The timing of this lawsuit couldn't come at a worse time for Jim as his wife's former RHOC castmates, **Tamra Judge** and **Shannon Beador**, had speculated that his divorce to Alexis might have been simply for phony reasons.

During a June interview on the *Juicy Scoop with Heather McDonald* podcast, Tamra referred to Jim as a "shady motherf**ker" and suggested he was faking this divorce because he is "going to go to jail." Shannon also made her own allegations against Jim, stating she heard he had to shut down his trampoline business due to lawsuits.

As reported, Jim sent Tamra and Shannon a cease and desist letter following their comments, and even threatened to sue them.

Jim, 56, filed for divorce from Alexis, 41, on June 20 and requested spousal support from his wife in the divorce filing.

The couple however has since released a public statement stating their divorce is amicable and that they have agreed to a 50/50 custody split of their three children.

Jim has yet to comment on this lawsuit.

Photo Credit: Xavier Collin/Celebrity Monitor

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Former RHOC Star Alexis Bellino's Husband Jim Files For Divorce After 13 Years of Marriage, And Wants Her to Pav Him Spousal Support



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EXHIBIT 27

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1 2 3 4 5 6 7 8 9	Chad C. Wilcox, Esq. (SBN 198498) Steven Sobieraj, Esq. (SBN: 315633) WILCOX DUNAKIN CHRISOPOULOS, LLP 30900 Rancho Viejo Rd, Suite 200 San Juan Capistrano, CA 92675 Telephone (949) 272-0800 Facsimile (949) 272-0789 Email: chad@wdc-law.com Attorneys for Plaintiff JASON HUGHES	ELECTRONICALLY FILED Superior Court of California, County of Orange 07/10/2018 at 04:28:08 PM Clerk of the Superior Court By Mary M Johnson,Deputy Clerk
10	SUPERIOR COURT OF TH	E STATE OF CALIFORNIA
11	COUNTY O	FORANGE
12		
13		
14	JASON HUGHES, an individual,	30-2018-01004529-CU-CO-CJC
15	Plaintiff	Judge Richard Lee COMPLAINT FOR BREACH OF
16	vs.	CONTRACT
17	JAMES BELLINO, an individual, JUMP MANAGEMENT CO., LLC, a California limited	
18	liability company, JUMP OC, LLC, a California limited liability company, and DOES 1-25	
19		
20	Defendant.	DEMAND FOR JURY TRIAL
21		
22		
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24		
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	COMPLAINT
2	Plaintiff Jason Hughes hereby alleges and states as against Defendants James Bellino, Jump
	fanagement Co. LLC, Jump OC, LLC, (collectively "Defendants"), and Does 1-25 as follows:
1	
5	VENUE AND JURISDICTION
	1. Jurisdiction and venue are proper in Orange Superior Court because the facts givin
	se to this complaint occurred in the County of Orange, in the State of California.
	2. The Court has jurisdiction over this complaint and all the causes of action asserted
he	erein because the claims arise out of the subject purchase and sale agreement, which was execute
w	vithin the County of Orange, in the State of California.
	3. The Court has personal jurisdiction over the Defendants because Defendants have
co	onducted and will continue to conduct business in the County of Orange, California, and becau
D	Defendants have committed the acts and omissions complained of herein in the County of Orang
C	California.
	PRELIMINARY ALLEGATION
	4. Plaintiff Jason Hughes ("Plaintiff") is an individual residing in Orange Count
	California.
	5. Defendant James Bellino ("Bellino") is an individual residing in Orange Count
11.	California.
	6. Defendant Jump Management Co, LLC, ("JMC") operates and is located in th
C	County of Orange, State of California.
	7. Defendant Jump OC, LLC, ("Jump OC") operates and maintains its primary busine
lo	ocation in the County of Orange, State of California.
	8. The true names and capacities, whether individual, corporate, associate or otherwis
	f defendants, Does 1-25, inclusive are unknown to Plaintiff at this time, and Plaintiff therefor such
	aid Defendants by such fictitious names. When the true names and capacities of said Defendan
ar	re ascertained, Plaintiff will move this court for leave to amend this complaint accordingly.
	-1-

GENERAL ALLEGATIONS

9. 2 Defendant Jump OC is an indoor trampoline park located in Orange County, 3 California.

4 10. Plaintiff Jason Hughes, Defendant James Bellino, and Defendant JMC each own 5 membership interest in Jump OC.

Plaintiff owned a twenty percent (20%) interest in Jump OC, which Plaintiff agreed 6 11. to sell to Defendant JMC, and Defendant James Bellino agreed to guarantee JMC's payment to 7 Plaintiff of the purchase price. 8

9 On October 31, 2017, Plaintiff and Defendants executed a written Sale and Purchase 12. Agreement ("Agreement"), whereby Plaintiff agreed to sell his 20% membership interest in Jump 10 OC to Defendant JMC for \$635,000. Defendant James Bellino signed the Agreement as a 11 12 guarantor. A true and correct copy of the Agreement is attached hereto as Exhibit "A".

13 13. Pursuant to Paragraph 2.2 of the Agreement, JMC agreed to pay Hughes \$317,500.00 upon execution of the Agreement. JMC then agreed to pay Hughes the balance of the 14 purchase price in sixteen (16) installments of \$19,843.75 per month; however, "if Jump OC, LLC's 15 business is sold, upon the close of the transaction, the balance of the Price will become immediately 16 due and payable" to Plaintiff. The Agreement also provides that "the payment of the balance of the 17 18 Price is secured by a security interest in JMC's interest in Jump OC, LLC."

19 Paragraph 2.3 states, "[i]f Hughes does not receive any installment within five (5) 14. 20 days of the date it is due, JMC will pay Hughes a late charge in the amount of \$1,000." Defendants have refused to provide Plaintiff with the date of sale, which suggests that Defendants have 21 breached this provision of the Agreement. 22

23

1

Paragraph 3.2 states, "JMC hereby represents and warrants to Hughes that there are 15. no pending offers for the purchase of Jump OC, LLC, or the indoor trampoline park it owns." 24 25 However, Defendants have refused to provide Plaintiff with the date of sale, which suggests the 26 possibility that Defendants breached this provision of the Agreement, and may have possibly 27 committed fraud.

28

16.

Paragraph 7.3 states, "[i] the event of any dispute or legal action arising out of or in

1	any way relating to this Agreement, the prevailing party shall be entitled to recover reasonable
2	attorney's fees and costs."
3	17. In or about 2018, Plaintiff is informed and believes that Defendants sold Jump, OC's
4	business to a third party and that the transaction has closed. Defendants have not denied that they
5	sold the business, but they have unjustifiably refused to pay Plaintiff the outstanding balance of the
6	purchase price as required under Paragraph 2.2 of the Agreement. As such, Defendants are in
7	breach of the Agreement.
8	FIRST CAUSE OF ACTION
9	(Breach of Contract Against All Defendants)
10	18. Plaintiff incorporates herein by reference paragraphs 1 through 17 as though set forth
11	herein.
12	19. The parties entered into a valid written Agreement on October 31, 2017.
13	20. Pursuant to Paragraph 2.2 of the Agreement, JMC agreed to pay Hughes
14	\$317,500.00 upon execution of the Agreement. JMC then agreed to pay Hughes the balance of the
15	purchase price in sixteen (16) installments of \$19,843.75 per month; however, "if Jump OC, LLC's
16	business is sold, upon the close of the transaction, the balance of the Price will become immediately
17	due and payable" to Plaintiff. The Agreement also provides that "the payment of the balance of the
18	Price is secured by a security interest in JMC's interest in Jump OC, LLC."
19	21. Defendant James Bellino guaranteed that JMC would make full payment to Plaintiff
20	pursuant to the terms of the Agreement.
21	22. Plaintiff is informed and believes that Defendants have sold Jump OC, LLC's
22	business, but have not paid Plaintiff the remainder of the purchase price as required by Paragraph
23	2.2 of the Agreement. Defendants have refused to provide Plaintiff with any information
24	concerning the sale of Jump OC, LLC.
25	23. Plaintiff has performed all, or substantially all, of the duties, obligations and
26	conditions required by the Agreement.
27	24. All of the conditions required by the Agreement for Defendants' performance have
28	occurred.
	-3-

1		
1	25. Defendants have breached the terms of the Agreement, by failing to make paym	ent
2	to Plaintiff as required under Paragraph 2.2, among other violations.	
3	26. Plaintiff has demanded that Defendants make payment under the Agreement,	but
4	Defendants have refused.	
5	27. Plaintiff has been damaged by Defendants' deliberate breach of the Agreement.	
6	28. As a direct and proximate result of Defendants' breach, Plaintiff has sustain	ied
7	damages according to proof at or before trial, in an amount of at least \$350,000, plus interest, co	sts,
8	and attorneys' fees.	
9	PRAYER FOR RELIEF	
10	WHEREFORE, Plaintiff prays for judgment against Defendants as follows:	
11	a. For general, special and consequential damages in an amount according t	0
12	proof, but not less than \$350,000	
13	b. Interest at the legal rate;	
14	c. Attorneys' fees;	
15	d. Costs of suit; and	
16	e. Such other and alternative relief as the Court may deem just and equitable.	
17	DEMAND FOR JURY TRIAL	
18	Plaintiff hereby demands a jury trial.	
19		
20		
21	DATED: July 9, 2018 WILCOX DUNAKIN CHRISOPOLOUS, LLP	
22	$\left(\left(1 \right) \right) \right)$	
23		
24	Chad C. Wilcox, Esq. Steven Sobieraj, Esq.	
25	Attorneys for Plaintiff	
26	JASON HUGHES	
27		
28		
T)	-4-	_

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EXHIBIT A

Exhibit N - Page 317

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is made and entered into by and between Jason Hughes ("Hughes"), on the one hand, and Jump Management Co., LLC ("JMC"), on the other hand (sometimes collectively "Parties").

RECITALS

 A. Hughes is the owner of twenty percent (20%) of the membership interests in Jump OC, LLC ("Membership Interests").

B. Hughes wishes to sell and JMC wishes to putchase Hughes' Membership Interests.

THEREFORE, in consideration of the foregoing recitals, and the terms, conditions, and covenants set forth below, Hughes and JMC agree as follows:

1.0 SALE AND PURCHASE OF ASSETS

1.1 <u>Sale and Purchase</u>. In reliance upon the representations, warranties, and covenants contained in this Agreement, and subject to the terms and conditions set forth herein, Hughes hereby sells, assigns and transfers to JMC, and JMC hereby purchases from Hughes, the Membership Interests.

1.2 <u>Associated Rights</u>. Hughes is selling, assigning and transferring to JMC the Membership Interests, together with all rights, preferences, and privileges attaching thereto or associated therewith.

2.0 SALU/PURCHASE PRICE

2.1 <u>Sale/Purchase Price</u>. The sales/purchase price for the Membership Interests (the "Price") is \$635,000.00. The Price is inclusive of any profits or other benefits Hughes may be entitled to receive as a result of his Membership Interests from September 1, 2017 forward.

2.2 Payment of the Price. JMC will pay to Hughes the Price for the Membership Interests as follows. Upon the execution of the Agreement by the Parties, JMC will pay to Hughes \$317,500.00. JMC will pay to Hughes the balance of the Price in the amount of \$317,500.00 as follows: Sixteen (16) installments of \$19,843.75 each per month, on the first day of each month, commencing December 1, 2017; provided, however, that if Jump OC, LLC's business is sold, upon the close of the transaction, the balance of the Price will become immediately due and payable. James Bellino personally guarantees payment of the balance of the Price. Additionally, the payment of the balance of the Price is secured by a security interest in all of JMC's interests in Jump OC, LLC.

2.3 <u>Late Charge</u>. If Hughes does not receive any installment within five (5) days of the date it is due, JMC will pay Hughes a late charge in the amount of \$1,000.00.



3.0 REPRESENTATIONS AND WARRANTIES

3.1 By Ihighes. Hughes hereby represents and warrants to JMC that (a) he has good and clear title to the Membership Interests, and that the Membership Interests are free and clear of all liens, pledges, security interests, claims, options, rights to purchase or acquire, proxies, voting agreements, voting trusts, and other encumbrances and restrictions of any kind or nature whatsoever, and (b) he has not incurred any obligation or liability on behalf of Jump OC, LLC not disclosed in this Agreement.

3.2 <u>By JMC</u> JMC hereby represents and warrants to Hughes that there are no pending offers for the purchase of Jump OC, LLC, or the indoor trampoline park it owns.

4.0 INDEMNIFICATION

4.1 <u>Indecompleation by Hughes</u>. Hughes will defend, indemnify and hold JMC, any associated individuals, entities, trusts, legal representatives, successors and assigns, harmless from and against any and all losses, claims, liabilities, damages and expenses, including, but not limited to, attorney's fees and all other expenses of litigation, arising out of or in any way related to Hughes's breach of the representations or warranties in this Agreement.

4.2 Indemnifeation by IMC. JMC and James Bellino will defend, indemnify and hold Hughes, any associated entities, trusts, legal representatives, successors and assigns, harmless from and against any and all losses, claims, liabilities, damages and expenses, including, but not imited to, attorney's fees and all other expenses of litigation, arising out of or in any way related to (a) JMC's breach of the representations or warranties in this Agreement, and (b) Jump OC, LLC's operation of its business, past, present or future.

5.0 NONCOMPETITION AND NONSOLICITATION

5.1 Hughes and James Bellino each covenants and agrees as follows:

(a) Hughes covenants and agrees that he will not, without JMC's express written consent, at any time within the eighteen (18) month period following the signing of this Agreement directly or indirectly engage in, have any interest in any person, firm, corporation, or business (whether as an owner, officer, director, agent, security holder, creditor, consultant, or otherwise), including a Glowzone business, or sell a franchise to a Glowzone business, located or to be located within a eight (8) mile radius of Jump OC, LLC's current location. Other than the current Sky Zone business in Westminster, James Bellino covenants and agrees that he will not, without Hughes's express written consent, at any time within the eighteen (18) month period following the signing of this Agreement directly or indirectly engage in, have any interest in any person, firm, corporation, or business (whether as an owner, officer, director, agent, security holder, creditor, consultant, or otherwise), including a Sky Zone business, located or to be located within a eight (8) mile radius of Glowzone's current location;

(b) Hughes covenants and agrees that he will not, without JMC's express written consent, during his life, intentionally communicate with or (1) solicit to hire any employee of

2

Jump OC, LLC or any employee who was employed by Jump OC, LLC during the one hundted eighty (180) day period immediately prior to the signing of this Agreement, (2) induce, influence or encourage any such employees to leave their employment with Jump, OC, LLC; or (3) as agent or otherwise, in any manner whatsoever solicit, influence or encourage customers of Jump OC, LLC to divert or direct their patronage to a competing business; or

(c) Hughes covenants and agrees that he will not, without JMC's express written consent during his life, directly or indirectly engage in, have any interest in any person, firm, corporation, or business (whether as an owner, officer, director, agent, security holder, creditor, consultant, or otherwise) that operates, or is considering operating, a business that derives any revenue from the use of trampolines.

5.2 Provided, however, that these covenants shall terminate and be of no further force or effect on the date that neither JMC nor James Bellino, nor any entity or trust on their behalf, is any longer the owner of any membership interests in Jump OC, LLC.

5.3 This Section 5.0 is an integral part of the goodwill of the Jump OC, LLC and the Jaregoing covenants are assets of Jump OC, LLC. These covenants are intended to comply with California Business and Professions Code Section 16601. It is the desire and intent of the Parties to this Agreement that the provisions of these covenants be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If, in any judicial proceeding, a court shall refuse to enforce any of the covenants or portions thereof deemed included in this Section 5.0, the unenforceable covenant or portion thereof shall be deemed eliminated from these provisions for the purpose of those proceedings, but only to the extent necessary to permit the remaining covenants or portions thereof to be enforced.

6.0 RELEASE

6.1 <u>Release</u>. Except as set forth in this Agreement, Hughes and JMC hereby release the other, any of their associated individuals, entities, trusts, legal representatives, successors and assigns, from any and all past, present, or future demands, claims, habilities, or causes of action, of any kind or nature, whether known or unknown, arising out of or in any way relating to Jump OC, LLC, the subject matter of this Agreement, or any other transactions between them.

0.2 <u>Waiver of Civil Code section 1542</u>. The Parties acknowledge that they are aware of the provisions of Civil Code section 1542 quoted below, and that they expressly waive any rights pursuant to that section:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected his settlement with the debtor."

7.0 GENERAL PROVISIONS

7.1 Use of Respective Facilities. The children of Hughes will be entitled to use Jump OC, LLC's facility, and the children of James Bellino will be entitled to use Glowzone's facility as follows. The children of each will have a lifetime pass (a) to use the facility described free of charge on the same basis as paying customers, provided, however, that it will be free only to the children and not to the childrens' guests, and (b) to have two typical parties per year at the facility described at a cost not to exceed \$500.00 per party

7.2 <u>Execution of Necessary Documents</u>. The Parties will execute any documents reasonably necessary to carry out the terms of this Agreement.

7.3 <u>Attorney's Fees</u>. In the event of any dispute or legal action arising out of or in any way relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

7.4 Entire Agreement; Aniendments. This Agreement is an integrated document, contains the entire agreement between the parties, wholly cancels, terminates and supersedes any and all previous and/or contemporaneous oral agreements, negotiations, commitments and writings between the Parties hereto with respect to such subject matter. No change, modification, extension, termination, notice of termination, discharge, abandonment or waiver of this Agreement or any of its provisions, nor any representation, promise or condition relating to this Agreement, will be binding upon any party unless made in writing and signed by such party.

DATED: October 31, 2017

DATED: October 31, 2017

DATED: October 31, 2017

ASON HUGH

MANAGEMENT CO., LLC DY JAMES BELLINO

ES BELLINO

4



EXHIBIT 28

Exhibit N - Page 322

Alexis Bellino's Estranged Hubby Threatens to Sue Tamra Judge, Shannon Beador | TMZ... Page 1 of 15



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RHOC's Jim BellinoWarning Shots at Tamra & Shannon ...Stop Lying About Me or Else!!!

<u>821</u> <u>0</u>

Alexis Bellino's Estranged Hubby Threatens to Sue Tamra Judge, Shannon Beador

EXCLUSIVE



TMZ/Getty Composite

'RHOC' stars <u>Tamra Judge</u> and Shannon Beador have been running their mouths and spreading vicious lies about <u>Alexis Bellino</u>'s estranged husband ... according to him, and he's threatening to sue.

TMZ has learned **Jim Bellino**'s lawyer fired off letters to both women -- and in one, he rips Tamra for a recent interview where she called him a "shady mother****er" who's going to jail. He also says she defamed Jim by suggesting his divorce might be "fake and for legal reasons."

TMZ broke the story ... Jim filed for divorce from Alexis last week after 12 years of marriage.

In the letter to Shannon, obtained by TMZ, he says she flapped her gums on a podcast and lied about him shutting down his trampoline biz. Even worse, he says she falsely stated, "people get paralyzed ... apparently that happened" -- again, referring to his company.

Jim says both women are not only damaging him with their "morally corrupt" gossip, but could potentially harm his children.

He's demanding both of Alexis' castmates stop lying, publish full retractions and apologies, and if they don't ... he's prepared to see both of 'em in court.

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Alexis Bellino's Estranged Hubby Threatens to Sue Tamra Judge, Shannon Beador | TMZ... Page 7 of 15

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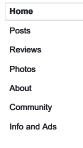
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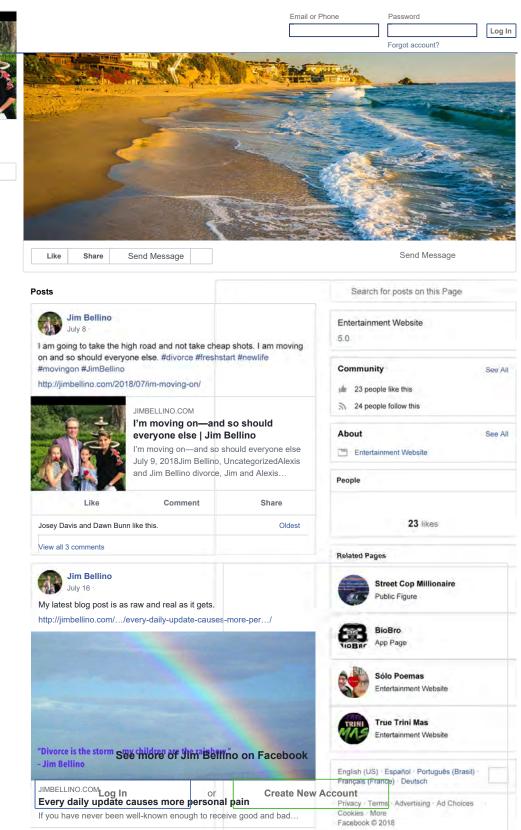
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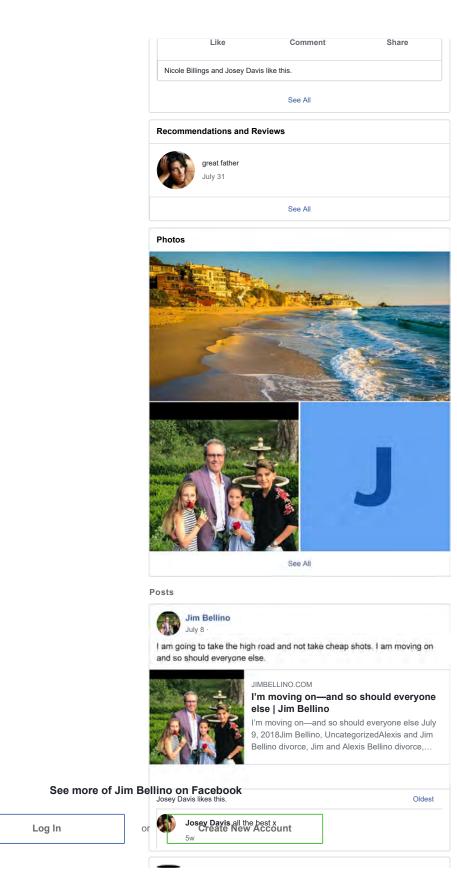
Exhibit N - Page 338

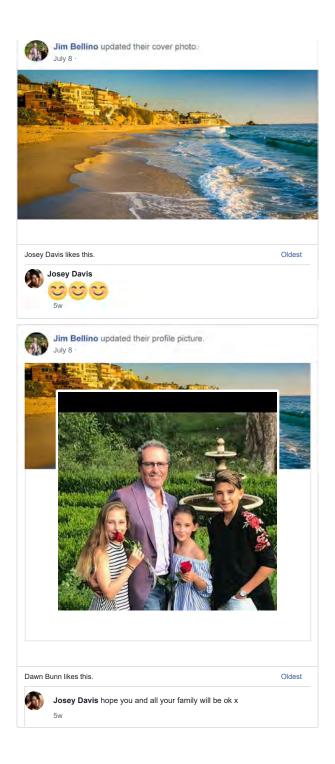


Jim Bellino @JimBellino62









See more of Jim Bellino on Facebook



Exhibit O

Exhibit O

		ELECTRONICALLY FILED Superior Court of California, County of Orange
1 2	JASON H. ANDERSON, State Bar No. 172087 janderson@sycr.com KATIE BEAUDIN, State Bar No. 306402	
3	kbeaudin@sycr.com STRADLING YOCCA CARLSON & RAUTH	-,
4	A PROFESSIONAL CORPORATION 660 Newport Center Drive, Suite 1600	
5	Newport Beach, CA 92660-6422 Telephone: (949) 725-4000 Facsimile: (949) 725-4100	
6	Attorneys for Defendant	
7	TAMRĂ JUDGE	
8	SUPERIOR COURT OF THE	
9	FOR THE COUNT	
MANAGEMENT CO	JAMES BELLINO, an individual; and JUMP MANAGEMENT CO., LLC, a California	CASE NO. 30-2018-01008497-CU-DF-CJC
11 12	limited liability company;	メンズ とうしょう Alian
12	Plaintiffs, vs.	IN SUPPORT OF SPECIAL MOTION TO STRIKE COMPLAINT PURSUANT
14	TAMRA JUDGE, an individual; SHANNON	TO CODE CIV. PROC. § 425.16 (ANTI- SLAPP MOTION)
15	BEADOR, an individual; and DOES 1 through 10, inclusive,	
16	Defendants.	[Filed concurrently With Notice Of Motion And Motion To Strike And [Proposed]
17		Order]
18		Hearing Date: October 18,2018
19		Time: 2:00 p.m. Dept: $\chi \chi \chi$ C12
20		[Reservation Number: 72886956]
21		Complaint Filed: July 27, 2018
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STRADLING YOCCA CARLSON & RAUTH LAWYERS		1 TO STRIKE COMPLAINT (ANTI-SLAPP)
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I, Katie Beaudin, declare as follows: 1 2 I am an attorney duly licensed to practice before all courts of the State of 1. 3 California. I am an associate at Stradling Yocca Carlson & Rauth ("Stradling"), counsel of record for Defendant Tamra Judge in the above-referenced action. This Declaration is filed in 4 5 support of Defendant's Motion to Strike Complaint Pursuant to C.C. P. § 425.16 (Anti-SLAPP Motion). If called upon as a witness, I could and would testify to the truth of the following. 6 7 2. Attached as **Exhibit 1** is a true and correct copy of screenshots of Jim Bellino's 8 personal website, http://jimbellino.com/. I accessed the website and took screenshots on 9 September 6, 2018. 10 3. Attached as **Exhibit 2** is a true and correct copy of screenshots of Jim Bellino's 11 personal website, http://jimbellino.com/read-the-facts-dispelling-the-myths/. I accessed the 12 website and took screenshots on September 6, 2018. 13 4. Attached as **Exhibit 3** is a true and correct copy of the divorce proceedings 14 between James Bellino and Alexis Bellino in Orange County Superior Court. 5. Attached as **Exhibit 4** is a true and correct copy of screenshots of an article 15 from Page Six titled "RHOC star Alexis Bellino's ex sued by former business partner" dated 16 July 26, 2018 and found online at https://pagesix.com/2018/07/26/rhoc-star-alexis-bellinos-ex-17 sued-by-former-business-partner/. I accessed the website and took screenshots on September 6, 18 2018. 19 6. 20Attached as Exhibit 5 is a true and correct copy of screenshots of an article 21 from Reality Blurb titled "PHOTOS: Alexis Bellino's Husband Jim Caught Kissing Mystery Woman In Las Vegas Just Weeks After Filing For Divorce" dated July 7, 2018 and found 22 23 online at https://realityblurb.com/2018/07/07/photos-alexis-bellinos-husband-jim-caughtkissing-mystery-woman-in-las-vegas-just-weeks-after-filing-for-divorce/. I accessed the 24 25 website and took screenshots on September 6, 2018. 26 7. Attached as **Exhibit 6** is a true and correct copy of screenshots of an article 27 from Fox News titled "RHOC' alums Alexis and Jim Bellino say there is 'no ill will or bad blood ' following divorce news" dated June 28, 2018 and found online at 28 STRADLING YOCCA 2 CARLSON & RAUTH DECLARATION ISO SPECIAL MOTION TO STRIKE COMPLAINT (ANTI-SLAPP) LAWYERS NEWPORT BEACH LITIOC/2190926v2/105473-0001

1	http://www.foxnews.com/entertainment/2018/06/28/rhoc-alums-alexis-and-jim-bellino-say-
2	there-is-no-ill-will-or-bad-blood-following-divorce-news.html. I accessed the website and took
3	screenshots on September 6, 2018.
4	8. Attached as Exhibit 7 is a true and correct copy of screenshots of an article
5	from Entertainment Tonight Online titled "RHOC' Couple Alexis and Jim Bellino Speak Out
6	on Their Divorce: 'We Strongly Support Each Other'" and found online at
7	https://www.etonline.com/rhoc-couple-alexis-and-jim-bellino-speak-out-on-their-divorce-we-
8	strongly-support-each-other-105201. I accessed the website and took screenshots on September
9	6, 2018.
10	9. Attached as Exhibit 8 is a true and correct copy of screenshots of an article
11	from People Magazine titled "Former RHOC Star Alexis Bellino's Husband Jim Files for
12	Divorce After 13 Years of Marriage" dated June 21, 2018 and found online at
13	https://people.com/tv/rhoc-star-alexis-bellinos-husband-jim-files-divorce/. I accessed the
14	website and took screenshots on September 6, 2018.
15	10. Attached as Exhibit 9 is a true and correct copy of screenshots from the
16	Wikipedia page for The Real Housewives of Orange County. I accessed the website and took
17	screenshots on September 6, 2018.
18	11. Attached as Exhibit 10 is a true and correct copy of Jim Bellino's IMDB page
19	that shows that he was on Real Housewives of Orange County
20	https://www.imdb.com/name/nm3719013/?ref_=nmnw_hd I accessed the website and took
21	screenshots on September 6, 2018.
22	12. Attached as Exhibit 11 is a true and correct copy of screenshots from an article
23	from OC Weekly titled "Jim Bellino, Housewives Hubby, Sued For Fraud" and dated
24	December 21, 2010 and found online at <u>https://www.ocweekly.com/jim-bellino-housewives-</u>
25	hubby-sued-for-fraud-6457938/. I accessed the website and took screenshots on September 9,
26	2018.
27	13. Attached as Exhibit 12 is a true and correct copy of screenshots from an article
28 Stradling Yocca	from Zillow titled "Real Housewives of OC's Bellino Avoids Foreclosure" dated August 31,
CARLSON & RAUTH LAWYERS NEWPORT BEACH	DECLARATION ISO SPECIAL MOTION TO STRIKE COMPLAINT (ANTI-SLAPP) LITIOC/2190926v2/105473-0001

1	2010 and found online at <u>https://www.zillow.com/blog/real-housewives-of-ocs-bellino-avoids-</u>
2	foreclosure-24869/. I accessed the website and took screenshots on September 9, 2018.
3	14. Attached as Exhibit 13 is a true and correct copy of screenshots from an article
4	January 26th, 2010 "Real Housewives of OC's Jim and Alexis Bellino Ugly Past!"
5	https://ohnotheydidnt.livejournal.com/43395354.html. I accessed the website and took
6	screenshots on September 9, 2018.
7	15. Attached as Exhibit 14 is a true and correct copy of screenshots from a blog
8	dated April 21, 2012 and titled "Jim Bellino's Financial Past," found online at
9	http://realhousewivessleuth.blogspot.com/2012/04/jim-bellino.html?m=1. I accessed the
10	website and took screenshots on September 9, 2018.
11	16. Attached as Exhibit 15 is a true and correct copy of screenshots from an article
12	from a Wordpress blog dated March 19, 2010 and titled "Jim Bellino: Reality TV Star and
13	Counterfeit Authenticator" available online at
14	https://bullpenandmore.wordpress.com/2010/03/19/jim-bellino-reality-tv-star-and-counterfeit-
15	authenticator/. I accessed the website and took screenshots on September 9, 2018.
16	17. Attached as Exhibit 16 is a true and correct copy of screenshots from an article
17	from Reality Tea titled "OC Housewives' Jim and Alexis Bellino Default On \$4.6 Mil Home
18	Loan, Faced Foreclosure!" and dated August 28, 2010, found online at
19	https://www.realitytea.com/2010/08/28/oc-housewives-jim-and-alexis-bellino-default-on-4-6-
20	mil-home-loan-faced-foreclosure/. I accessed the website and took screenshots on September
21	9, 2018.
22	18. Attached as Exhibit 17 is a true and correct copy of screenshots from an article
23	from the Wall Street Journal titled "Loan Modification Fail for 'Real OC Housewife' Alexis
24	Bellino" dated December 7, 2010 and found online at
25	https://blogs.wsj.com/developments/2010/12/07/loan-modification-fail-for-real-oc-housewife-
26	alexis-bellino/. I accessed the website and took screenshots on September 9, 2018.
27	19. Attached as Exhibit 18 is a true and correct copy of screenshots from an article
28	from the New York Daily News titled "Orange County' hubby once FBI target in memorabilia
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sting" dated December 4, 2012 and found online at 1

2

http://www.nydailynews.com/blogs/iteam/orange-county-hubby-fbi-target-memorabilia-sting-3 blog-entry-1.1631885#. I accessed the website and took screenshots on September 9, 2018. 4 20. Attached as Exhibit 19 is a true and correct copy of screenshots from an article 5 titled "Jim and Alexis Allegedly Not Paying People Who Work For Them?" from a blog called Real Mr. Housewife and found online at http://www.realmrhousewife.com/2013/04/15/jim-6 7 and-alexis-allegedly-not-paying-people-who-work-for-them/. I accessed the website and took 8 screenshots on September 9, 2018. 9 I declare under penalty of perjury under the laws of the State of California that the 10 foregoing is true and correct, and that this declaration was executed on September 10, 2018 in Newport Beach, California. 11 Kat Beaudin 12 13 Katie Beaudin 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 STRADLING YOCCA 5 CARLSON & RAUTH DECLARATION ISO SPECIAL MOTION TO STRIKE COMPLAINT (ANTI-SLAPP) LAWYERS NEWPORT BEACH LITIOC/2190926v2/105473-0001

EXHIBIT 1

Page 6

Jim Bellino

Get to Know the Facts from Jim Bellino

Every daily update causes more personal pain



If you have never been well-known enough to receive good and bad coverage from the media, consider yourself blessed. Because when the bad reviews start coming your way, it creates an avalanche of anguish for you, your children, and that inner core of your soul that is so vulnerable to hatred and the malignancy thrown at you from some of the most hateful people you will ever have the misfortune of knowing.

I do not want to get into the specifics of the precise stories that have hurt me, because I do not wish to lend any misguided or false credence to the coverage of myself or my family. Also, I am doing everything in my power to guard against any further malicious intrusions into my privacy and the privacy of my family. With that said, anyone who has been reading the news about me and my impending divorce to Alexis Bellino will probably know just what I am talking about.

Stories of this nature are difficult, painful, and if I'm being honest, they are numbing to the soul, which is a part of the self that should always be looking for the glory and the good in all things. My soul is suffering. I am in pain. I am in the midst of a divorce that involves 13 years of marriage and three innocent children. Call me naive, but I would have thought that these details would matter—but on the other hand, part of me knew this would get ugly—because that's what most people want in their juicy gossip, especially when it comes to the kind of dish served up by reality TV.

9/6/2018

Jim Bellino | Get to Know the Facts from Jim Bellino

Every daily update causes more personal pain for me, and there's only so much I can do to shield my children, whose names have been brought up as part of this "news" story. Beyond this, all of the latest stories I see online are taking their toll on my physical and mental health.

I have been forced to seek professional help for physical and psychological ailments I've been experiencing since being dragged through the mud by Tamra and Shannon. The repercussions of this behavior from them and the coverage that it gets are literally harming every part of me.

Beyond this, my businesses have suffered, which has created hardship for myself, Alexis, and my children. I am, after all, a father who happens to own businesses, not an entrepreneur who happens to have children.

I wish I could close this blog post by saying something pithy or wise, something smart or insightful. But the truth is, I am working hard not to feel broken. I am at the mercy of people who do not know the real me, and that's a scary and dangerous place to be. For those reading this that know what it's like, forgive me for ever not taking it seriously. For those who have no idea what it's like to be in the crosshairs of the harshest media outlets out there, just understand: I was marked as the "bad guy" from day one, so the fact that it's gotten worse is kind of sadly miraculous.

I am doing the best I can with all of this—and all of this is a lot more than meets the eye.

- Jim Bellino

I'm moving on—and so should everyone else

③ July 9, 2018 ► Jim Bellino, Uncategorized
 Bellino divorce, Jim Bellino, Jim Bellino Divorce

 $\boldsymbol{\mathscr{P}}$ Alexis and Jim Bellino divorce, Jim and Alexis

In case you have been living under a rock, by now you have probably heard that Alexis and I are in the process of getting divorced. The truth is, we simply grew apart. We decided to divorce because it was the best decision for us, our future, and our children, who remain the key focus of both of our lives.

For those who are actually here to support me and my family, I thank you, and I am happy to report that the kids are adjusting well and doing great considering the transition that's taking place. What I am most grateful for is that my children are doing well and in fact, we had a wonderful time over the 4th of July holiday.

My most important job in life is being a father—nothing will ever stop me from making my kids my number one priority—and that includes the media circus. I am going to take the high road and not take any cheap shots. I am moving on—and so should everyone else!

Jim Bellino



Alexis and Jim Bellino Divorce Statement

③ July 1, 2018 ► Uncategorized

It is with heavy hearts that we (Alexis and **Jim Bellino**) inform the public of our mutual decision to end our marriage—but it's important to us that you know we made this choice together, with love, and as the best decision for our children's future.

Alexis and I hold one another in the highest regard as spouses, and especially as parents. We have agreed on 50/50 custody of the children, and we ask that you respect our privacy by not theorizing about the reasons for our divorce.

Jim Bellino | Get to Know the Facts from Jim Bellino

In recent days and weeks, there has been a lot of negative discussion about our marriage and why it is ending. Outside of the news of our decision to part ways, there is nothing provocative, alluring, or sordid about the dissolution of our marriage. Quite to the contrary, we strongly support each other just as we have since the beginning of our relationship.

Our marriage was a good one, but we were never perfect people or spouses—no one is, and in this respect, we were a lot like millions of other married people. And, just like millions of other married people, we simply grew apart over time—there is no ill will or bad blood between us—and maybe that's why absurd rumors about our marriage and future together began when we filed for divorce. We ultimately want you to feel happy for us, respect our privacy during this difficult time, and pray for our mutual benefit as we weather this storm. To the fans who have supported us since the beginning, we're grateful for how you cheer us on—we ask that you continue to cheer as our lives and the lives of our children change and ultimately improve as a result of this difficult decision.

EXHIBIT 2

Page 11

Exhibit O - Page 11

Jim Bellino

Get to Know the Facts from Jim Bellino

Read the Facts — Dispelling the Myths

A few websites on the Internet choose to put out false reports in an effort to ruin my name and reputation, so I am here to set the record straight. We will make this format easy to follow and title the reports, "False Reports #1-6." These are made up stories about me that suggest I am a man of questionable moral and ethical character. The format I chose to refute their claims comes complete with screenshots of the fiction that's been created versus factual documents and reports I've decided to show you to make it very easy to follow. (By the way, this has taken hours to create, but has certainly been worth it.)

Your report for Jar Full Name & Alia Age Criminal	nes Bellino contains: ses	
James Bellino		Search ID# 82760229
STATE CRIMINA	SEARCH (0 records found for James Bellino)	
	report is derived solely from public records which in some cases might not be 100% a or James Bellino were searched for the following states: California.	accurate. Please examine the results carefully.
There were no crir	ninal records found.	
	Clear - Search completed. No Criminal records found for this	

ank you for choosing US Search as your trusted information provider! If you have any questions regarding your search results, click here or email us Please review our Permissible Use and Disclaimer Notices.

(Click on image to enlarge) **Before I get into detailed accounts of false statements, for those of you** who want to know if I have a criminal record, above is a public record for my name in the state of California—the only state I have ever lived in, with the exception of Dallas, TX from 1982-1984 for seminary. This should put to rest any fictional accounts of my being a convict, criminal, or having any other charges of any kind.

False Report #1 | False allegation the FBI raided my family home: Out of literally nowhere, a rumor was fabricated in the fall of 2013 that the FBI had raided my home. Not only is this a lie, it is so far from anything that has ever happened that it cannot even be paralleled to any actual event that has ever occurred. My wife was quick to put this to rest with *E! Online* with a report you can read by clicking here. Below is a screenshot of some of what Alexis had to say about this preposterous claim:

NEWS/ Alexis Bellino Slams Report of FBI Raid on Her House as "Outright Lie"

Email

by NATALIE FINN Thu., Oct. 3, 2013 6:35 PM PDT

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Real Housewives of Orange County fans have seen a fair amount of drama go down at **Alexis Bellino**'s house.

But none of it involved federal agents—then or now.

"Today there was a posting on a gossip website stating that we were raided by law enforcement. It is an outright lie," Bellino said in an exclusive statement to E! News, referring to a report that the FBI busted in on the home she shares with husband **Jim Bellino** and their three children as part of a bank fraud investigation.

WATCH: How did Alexis factor into Tamra Judge's wedding drama?

"Being the subject of false statements and gossip is, unfortunately, one of the drawbacks of being in the public eye,"

Bellino continued. "We are demanding a retraction and expect the posting to be retracted because the statement is completely false."

Everyone is entitled to their own opinion, but no one is entitled to reinvent the truth. It just goes to show you that the media and anyone who has access to the internet has a blank checkbook to destroy your integrity—don't think it can't happen to you. Lets see if these same websites choose to disclose these factual documents and/or delete their false reports. I respectfully request all of these websites, after reviewing these facts, to delete their false reports.

NOTE: Everything on this SH post about Jimbo Bellino from way back in December of 2010 is factual... <u>here</u>.

False Report #2 | Accusations of name change: A story that I changed my last name to "sound Italian" or hide my past began circulating during 2010. Here's the fiction from a website written by a "**SUPER FAN**" of all the franchises who appears to have a great deal of time on their hands:

9/6/2018

Jim Bellino... Scammer Pro



Jim Bellino... Yes, I changed my middle eastern name to a more Italiansounding name... so what!

I HAVE NEVER MADE A COMMENT REGARDING MY NAME AND I AM PROUD OF MY HERITAGE. SEE MY BIRTH CERTIFICATE BELOW.

		CERTIFIC	ATION OF VIT	AL RECORD		
SC. ST.	COUN	TY OF LOS ANGELES	• REGISTRAR-	RECORDER/	COUNTY CLERK	C
· · ·						
	STATE rife Hummen		COF CALIFORNIA - DEPARTM		LOCAL REGISTRATION DISTRICT AND CENTRICATE NUMBER 7052	3790
	NUMBCH	STATE	OF CALIFORNIA-DEPARTM		CERTIFICATE NUMBER 7052	3790
	HLS NUMBER	STATE	OF CALIFORNIA-DEPARTM	IENT OF PUBLIC HEALTH	CERTIFICATE NUMBER 7052	
THIS CHILD	ILS NUMBER	STATE IILDFIRST NAME 34. THIS BATTL SINGLE TW-R OR THPLET!	OF CALIFORNIA-DEPARTM	IENT OF PUBLIC HEALTH	DISTRICT AND 7052	4s HOUR
THIS	IA NAME OF CH JAMES 2. SEX MALE	STATE SILD-FIRST NAME 34. THIS BUTTH, SINGLE THIR, OR THIR, IT S I NGLE	OF CALIFORNIA-DEPARTM	ILD 4A. DATE OF BIRTH-	DISTRICT AND 7052	4s HOUR 6:33 A
	ALS NUMBER IN NAME OF CH JAMES 2. SEX MALE 54 PLACE OF E	STATE RILD-FIRST NAME 34. THIS BRITH. SINGLE THIN, OF THIRLET' SINGLE BRITH-make of Hospital	OF CALIFORNIA-DEPARTM	ALD 44. DATE OF BIRTH	DISTRICT AND CONTINCATE NUMBER 7052 Ite LAST NAME BELLIND MORTIN, DAY, YEAR 1962 WHILE STREET OF RURAL ADDRESS OF LOCATE	48. HOUR 6:33 A
THIS CHILD PLACE BIRTH	ALS NUMBER IN NAME OF CH JAMES 2. SEX MALE 54 PLACE OF E	STATE GLD-FIRST NAME SINGLE THIS BRILL THIS OR THINK OF THIS SINGLE BRITH-MARK OF HOSPITAL LL HOSPITAL	OF CALIFORNIA-DEPARTM	ALD 44. DATE OF BIRTH	DISTRICT AND CONTINCATE NUMBER 7052 Ite LAST NAME BELLIND MORTIN, DAY, YEAR 1962 WHILE STREET OF RURAL ADDRESS OF LOCATE	48. HOUR 6:33 A

Here's the FACT:

(Click on image to enlarge) As you can see, since the date of my birth, my name has been James Carlos Bellino.

False Report #3 | Forensic Document Services: Someone decided to "look into my past" and invent a story based around my time as the owner of Forensic Document Services. In so doing, they got nearly every detail wrong. **Here's an accusation:**

9/6/2018

By all accounts, 47-year-old Jim Bellino got a *very* lucky break in 2000 as the FBI had him on their radar for years. He should be in jail for his knowing participation in a fraudulent national sports memorabilia business.



Jim Bellino actually forged 'Mother Teresa's' name on a baseball and sold it!

Here's the real story:

If you ever read the official report, there is never any mention of me forging any item, let alone Mother Teresa's name-this is a flat out lie.

In the 1990s, I started a memorabilia company called the Sports Gallery. Realizing that there was a need for authentication in such a tainted industry, I searched for the most qualified document examiner in the country and started Forensic Document Services.

My goal was to seek out the most qualified document examiner in the country. So, I hired a long time professional forensic document examiner that actually worked for the Department of Justice for the state of California and his name was Robert Proudy. Proudy's reputation preceded him-he was well known from being the Chief Forensic Document Examiner in both the Patricia Hearst and Zodiac Killer cases.

Forensic Document Examiner Proudy's job was to examine items that came to FDS. Proudy would examine the item, and write a report authenticating or denying authenticity based on his findings.

The FBI set up a sting operation with 60 different memorabilia and authentication companies, including FDS. After their investigation and examination of thousands of autographs, we reached an agreement that there was ONE autograph that could not be authenticated within the thousands of autographs within the FDS inventory. All other items were returned.

As proof that I was never included in any indictments or further investigations, please see full story by clicking on the **OFFICIAL FBI REPORT OF OPERATION BULLPEN HERE**.

False Report #4 | Foreclosure on our home in Newport Beach: OUR PROPERTY WAS NEVER FORECLOSED ON, NOR DID WE EVER GO THROUGH WITH A BANKRUPTCY. I will admit the purchase of this home was an emotional decision made during the time my wife was pregnant with our twins. I don't think I'm the only one who has made the emotional decision to purchase a home. It was a poor investment choice, which is why we later sold it in a short sale. This story ought to be quite familiar to millions of other Americans. There's nothing special or remarkable about it, and certainly nothing illegal in how we chose to handle getting out from under the financial burden on a property that was losing value like most other property in the current economic climate.

Read the Facts - Dispelling the Myths | Jim Bellino

False Report #5 | The Billiards Company: This is a classic case of people lying without finding out the

facts. Here's the accusation:

In 1997, Jim Bellino founded AAA Wholesale Billiards, renamed it Wholesale Billiards in 2003, and then renamed the company Rectivity Inc./ Pool Tables USA in 2005. All of these businesses share the same address: 2714 S Grand Ave, Santa Ana CA.



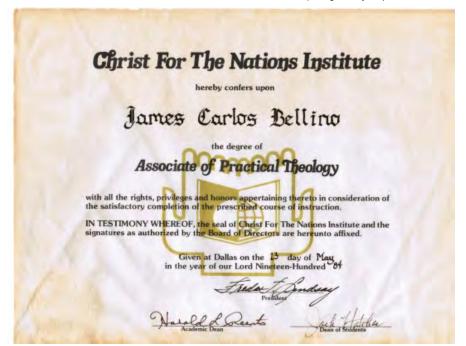
The Bellino Collection

Rectivity, Inc./ Pool Tables USA, Inc., operated as an online vendor of pool tables, poker tables, and matching game room collections. On December 10, 2008, an *involuntary petition for liquidation under Chapter* 7 was filed against Rectivity, Inc. in the US Bankruptcy Court for the Central District of California.

The state of California had listed Rectivity's business status as "forfeited": The business entity's powers, rights and privileges were suspended or forfeited in California 1) by the Franchise Tax Board for failure to file a return and/or failure to pay taxes, penalties, or interest; and/or 2) by the Secretary of State for failure to file the required Statement of Information and, if applicable, the required Statement by Common Interest Development Association.

I owned Wholesale Billiards until 2005, when I sold it to Rectivity, which assumed my lease and maintained the same address. They were an entity in which I had no bearing or holdings. THREE YEARS AFTER BUYING WHOLESALE BILLIARDS, RECTIVITY WENT BANKRUPT. This bankruptcy was theirs, and in fact, there was still \$800,000 due on the balance of the sale which was a note to my company Wholesale Billiards. Those are the FACTS.

College Degree: Lastly, I wanted to include my degree in theology. This hasn't been called into question yet, but before it is, I'm adding this to the page of real evidence about me because everything else about me has been called into question, so I feel it's only a matter of time for this one.



CONCLUSIONS:

I am happy to address any real questions about these stories, accusations, and the facts and documentation I have provided. I will do so by responding to your comments below. One last time for clarity: The above materials and evidence I have notated represent the FACTUAL TRUTH, screenshots from other sources contain falsehoods and accusations that are inaccurate and NOT factual.

IT WILL BE INTERESTING TO SEE IF I AM CONTACTED BY ANY MEDIA SOURCE TO DO A FOLLOW UP REPORT ON THE TRUTH... I DOUBT IT. THEY RARELY REPORT GOOD NEWS. I LEAVE YOU WITH THIS QUESTION: WHY DOES OUR SOCIETY THRIVE ON BAD NEWS AND GOSSIP?

**Comments that contain slanderous remarks about me or anyone else will not be published

**Comments that contain profanity will not be published.

EXHIBIT 3

Page 18

Exhibit O - Page 18

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address): JACQUELINE A. WHISNANT, ESQ. (SBN 130712) PHILLIPS WHISNANT GAZIN GORCZYCA & CURTIN, LLP 24 Corporate Plaza Drive 2nd Floor Newport Beach, CA 92660 TELEPHONE NO.: 949-644-4007 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): JAMES BELLINO BAR NO.: 130712 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 X Lamoreaux - 341 The City Drive, Orange, CA 92868-3205	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Orange Lamoreaux Justice Center 6/20/2018 5:10 PM
PLAINTIFF/PETITIONER: JAMES BELLINO DEFENDANT/RESPONDENT:ALEXIS BELLINO	David H. Yamasaki, Clerk of the Court By: J. Duncanson, Deputy
FAMILY LAW NOTICE RE RELATED CASE	CASE NUMBER: 18D005217

The parties must file this form with the Superior Court of Orange County, when a family law case is filed with the Court and when a party discovers that there is a related case. A related case means one or both parties and/or minor children of the parties are involved in other cases. Examples of related cases include another family law case, a domestic violence case, a child support collection case, a criminal case, and a juvenile case involving a minor child of one or both of the parties.

Fill in the requested information:

1.	l also us	sed the name(s):	JIM BELLINO		
2.		er party's name is: has also used the nar	<u>ALEXIS BELLINO</u> me(s): <u>ALEXIS DIETRIC</u>	Н	······································
3.		her court cases involv known, please include	ing either party or a child of a the case numbers)	either party:	
		Case Number	Case Name	Court Location/ Justice Center	Person Involved
	a. b. c.	30-2017-00915699	Jump Management, LLC vs. The Mcewan Group, LLC.	Central Justice	James Bellino
	d.				
4.	[] Th	ere are no other court	cases involving either party	or a child of either part	у.
Date:	JAMES	19, 2018 BELLINO TYPE OR PRINT NAME OF PARTY	OR ATTORNEY)	(SIGNATURE OF PA	TY OR ATTORNEY)
				1/	Page 1 of 1
Approved fo Form # L-1 Rev. May 5,		F/	AMILY LAW NOTICE RE RE	ELATED CASE	Superior Court of Orange County Local Rule 701.6 00-L1120

SUMMONS (Family Law)

NOTICE TO RESPONDENT (Name): AVISO AL DEMANDADO (Nombre): ALEXIS BELLINO

You have been sued. Read the information below and on the next page. Lo han demandado. Lea la información a continuación y en la página siguiente.

Petitioner's name is: Nombre del demandante:

> CASE NUMBER (NÚMERO DE CASO): 18D005217

FL-110 CITACIÓN (Derecho familiar)

FOR COURT USE ONLY (SOLO PAPL LOPTON ONLY Superior Court of California County of Orange Lamoreaux Justice Center 6/20/2018 5:10 PM David H. Yamasaki, Clerk of the Court By: J. Duncanson, Deputy

You have 30 calendar days after this <i>Summons</i> and <i>Petition are</i> served on you to file a <i>Response</i> (form <u>FL-120</u>) at the court and have a copy served on the petitioner. A letter, phone call, or court appearance will not protect you.	Tiene 30 días de calendario después de haber recibido la entrega legal de esta Citación y Petición para presentar una Respuesta (formulario <u>FL-120</u>) ante la corte y efectuar la entrega legal de una copia al demandante. Una carta o llamada telefónica o una audiencia de la corte no basta para prolegerlo.
If you do not file your <i>Response</i> on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs.	Si no presenta su Respuesta a tiempo, la corte puede dar órdenes que afecten su matrimonio o pareja de hecho, sus bienes y la custodia de sus hijos. La corte también le puede ordenar que pague manutención, y honorarios y costos legales.
For legal advice, contact a lawyer immediately. Get help finding a lawyer at the California Courts Online Self-Help Center (<i>www.courts.ca.gov/selfhelp</i>), at the California Legal Services website (<u>www.lawhelpca.org</u>), or by contacting your local county bar association.	Para asesoramiento legal, póngase en contacto de inmediato con un abogado. Puede obtener informactión para encontrar un abogado en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en el sitio web de los Servicios Legales de California (<u>www.lawhelpca.org</u>) o poniéndose en contacto con el colegio de abogados de su condado.
NOTICE—RESTRAINING ORDERS ARE ON PAGE 2: These restraining orders are effective against both spouses or domestic partners until the petition is dismissed, a judgment is entered, or the court makes further orders. They are enforceable anywhere in California by any law enforcement officer who has received or seen a copy of them.	AVISO—LAS ÓRDENES DE RESTRICCIÓN SE ENCUENTRAN EN LA PÁGINA 2: Las órdenes de restricción están en vigencia en cuanto a ambos cónyuges o miembros de la pareja de hecho hasta que se despida la petición, se emita ur fallo o la corte dé otras órdenes. Cualquier agencia del orden público que haya recibido o visto una copia de estas órdenes puede hacerlas acatar en cualquier lugar de California.
FEE WAIVER: if you cannot pay the filing fee, ask the clerk for a fee waiver form. The court may order you to pay back all or part of the fees and costs that the court waived for you or the other party.	EXENCIÓN DE CUOTAS: Si no puede pagar la cuota de presentación, pida al secretario un formularlo de exención de cuotas. La corte puede ordenar que usted pague, ya sea en parte o por completo, las cuotas y costos de la corte previament exentos a petición de usted o de la otra parte.

 The name and address of the court are (El nombre y dirección de la corte son): [SEAL] SUPERIOR COURT FOR THE STATE OF CALIFORNIA 341 The City Drive South P.O. Box 14170 Orange, CA 92868 2. The name, address, and telephone number of the petitioner's attorney, or the petitioner without an attorney, are: (El nombre, dirección y número de teléfono del abogado del demandante, o del demandante si no tiene abogado, son): JACQUELINE A. WHISNANT, ESQ. 130712 PHILLIPS WHISNANT GAZIN GORCZYCA & CURTIN, LLP (949) 644-4007 24 Corporate Plaza Drive, 2nd Floor Newport Beach, CA 92660 DAVID H. YAMASKAI, Clerk of the Court J. Duncanson , Deputy (Asistente) Date (Fecha):6/20/2018 5:10 PM Clerk , by (Secretario, por) Page 1 of 2

Form Adopted for Mandatory Use Judicial Council of California FL-110 (Rev. January 1, 2015)	SUMMONS (Family Law)
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Family Code, §§ 232, 233, 2024.7, 2040, 7700; Code of Civil Procedure, §§ 412.20, 416.60–416.90 www.courfs.ce.gov American Legal Net, Inc. www.formsWorkFlow.com

STANDARD FAMILY LAW RESTRAINING ORDERS

Starting immediately, you and your spouse or domestic partner are restrained from:

- 1. removing the minor children of the parties from the state or applying for a new or replacement passport for those minor children without the prior written consent of the other party or an order of the court:
- 2. cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties and their minor children;
- 3. transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party or an order of the court, except in the usual course of business or for the necessities of life; and
- 4. creating a nonprobate transfer or modifying a nonprobate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or an order of the court. Before revocation of a nonprobate transfer can take effect or a right of survivorship to property can be eliminated, notice of the change must be filed and served on the other party.

You must notify each other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective. However, you may use community property. quasi-community property, or your own separate property to pay an attorney to help you or to pay court costs.

NOTICE—ACCESS TO AFFORDABLE HEALTH INSURANCE: Do you or someone in your household need affordable health insurance? If so, you should apply for Covered California. Covered California can help reduce the cost you pay towards high quality affordable health care. For more information, visit www.coveredca.com. Or call Covered California at 1-800-300-1506.

WARNING-IMPORTANT INFORMATION California law provides that, for purposes of division of property upon dissolution of a marriage or domestic partnership or upon legal separation, property acquired by the parties during marriage or domestic partnership in joint form is presumed to be community property. If either party to this action should die before the jointly held community property is divided, the language in the deed that characterizes how title is held (i.e., joint tenancy, tenants in common, or community property) will be controlling, and not the community property presumption. You should consult your attorney if you want the community property presumption to be written into the recorded title to the property.

ÓRDENES DE RESTRICCIÓN ESTÁNDAR DE DERECHO FAMILIAR

En forma inmediata, usted y su cónyuge o pareja de hecho tienen prohibido:

- llevarse del estado de California a los hijos menores de las partes, o solicitar un pasaporte nuevo o de repuesto para los hijos menores, sin el consentimiento previo por escrito de la otra parte o sin una orden de la corte;
- 2. cobrar, pedir prestado, cancelar, transferir, deshacerse o cambiar el nombre de los beneficiarios de cualquier seguro u otro tipo de cobertura, como de vida, salud, vehículo y discapacidad, que tenga como beneficiario(s) a las partes y su(s) hijo(s) menor(es);
- 3. transferir, gravar, hipotecar, ocultar o deshacerse de cualquier manera de cualquier propiedad, inmueble o personal, ya sea comunitaria, cuasicomunitaria o separada, sin el consentimiento escrito de la otra parte o una orden de la corte, excepto en el curso habitual de actividades personales y comerciales o para satisfacer las necesidades de la vida; y
- 4. crear o modificar una transferencia no testamentaria de manera que afecte la asignación de una propiedad sujeta a transferencia, sin el consentimiento por escrito de la otra parte o una orden de la corte. Antes de que se pueda eliminar la revocación de una transferencia no testamentaria, se debe presentar ante la corte un aviso del cambio y hacer una entrega legal de dicho aviso a la otra parte.

Cada parte tiene que notificar a la otra sobre cualquier gasto extraordinario propuesto por lo menos cinco días hábiles antes de realizarlo, y rendir cuenta a la corte de todos los gastos extraordinarios realizados después de que estas órdenes de restricción hayan entrado en vigencia. No obstante, puede usar propiedad comunitaria, cuasicomunitaria o suya separada para pagar a un abogado que lo ayude o para pagar los costos de la corte.

AVISO-ACCESO A SEGURO DE SALUD MÁS ECONÓMICO: ¿Necesita seguro de salud a un costo asequible, ya sea para usted o alguien en su hogar? Si es así, puede presentar una solicitud con Covered California. Covered California lo puede ayudar a reducir el costo que paga por seguro de salud asequible y de alta calidad. Para obtener más información, visite www.coveredca.com. O llame a Covered California al 1-800-300-0213.

ADVERTENCIA—IMFORMACIÓN IMPORTANTE De acuerdo a la ley de California, las propiedades adquiridas por las partes durante su matrimonio o pareja de hecho en forma conjunta se consideran propiedad comunitaria para fines de la división de bienes que ocurre cuando se produce una disolución o separación legal del matrimonio o pareja de hecho. Si cualquiera de las partes de este caso llega a fallecer antes de que se divida la propiedad comunitaria de tenencia conjunta, el destino de la misma quedará determinado por las cláusulas de la escritura correspondiente que describen su tenencia (por ej., tenencia conjunta, tenencia en común o propiedad comunitaria) y no por la presunción de propiedad comunitaria. Si quiere que la presunción comunitaria quede registrada en la escritura de la propiedad, debería consultar con un abogado.

SUMMONS (Family Law) Page 2 of 2

American Legal Net, Inc. www.FormsWorkElow.com G

				FL-100
PARTY WITHOUT ATTORNEY OR ATTORNEY STATE BAR NO.: 130712		FOR	COURT USE ONLY	
NAME: JACQUELINE A. WHISNANT, ESQ.	_	-		
FIRM NAME: PHILLIPS WHISNANT GAZIN GORCZYCA & CURTIN, LLF)		erior Court of Cal	
STREET ADDRESS: 24 Corporate Plaza Drive, 2nd Floor CITY: Newport Beach STATE: CA ZIP CODE: 92	een l		County of C	
TELEPHONE NO.: (949) 644-4007 FAX NO.: (949) 644-6296	.000	La	moreaux Justice (6/20/2018 5:	
E-MAIL ADDRESS:			asaki, Clerk of the	Court
ATTORNEY FOR (namo): JAMES BELLINO		В	y: J. Duncanson, [Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE				
STREET ADDRESS: 341 The City Drive South				
MAILING ADDRESS: P.O., Box 14170				1
CITY AND ZIP CODE: Orange, CA 92868				
PETITIONER: JAMES BELLINO				
RESPONDENT: ALEXIS BELLINO		_, <u>.</u>		
PETITION FOR		CASE NUMBER:		
	estic Partnership	18D00	5217	1
	estic Partnership			
Nullity of: Marriage Dome	estic Partnership			
1. LEGAL RELATIONSHIP (check all that apply):				
a. 🛛 We are married.				
b. 🔲 We are domestic partners and our domestic partnership was e	stablished in Califor	nia.		
c. 📋 We are domestic partners and our domestic partnership was N	IOT established in C	alifornia.		
 RESIDENCE REQUIREMENTS (check all that apply): a. A Petitioner Respondent has been a resident of this state 	5		aunterfan at lanat	
 a. A Petitioner Respondent has been a resident of this state three months immediately preceding the filing of this Petition. (F 				ebin
described in items 1a and 1c must comply with this requirement		(one person in	the legal relation	ann
b. Our domestic partnership was established in California. Neithe		esident or have	a domicile in Cal	ifornla
to dissolve our partnership here.				
c. UWe are the same sex, were married in California, but currently	live in a jurisdiction	that does not re	ecognize, and will	l not
dissolve, our marriage. This Petition is filed in the county where	e we married.			
Petitioner lives in (specify): Re	espondent lives in <i>(s</i>	pecify):		
3. STATISTICAL FACTS				
a. 🛛 (1) Date of marriage <i>(specify):</i> 04/16/05 (2) Da	ate of separation (sp	ecify): TBD		
(3) Time from date of marriage to date of separation (specify):	TBD Years TB	D Months		
b. 🔲 (1) Registration date of domestic partnership with the California	Secretary of State	or other state e	quivalent (specify	below):
	ate of separation (sp			
(3) Time from date of registration of domestic partnership to da	ate of separation (so	ecify):	Years N	Aonths
4. MINOR CHILDREN				
a. There are no minor children.				
b. In the minor children are:	BL D. J. L.	A	0	
Child's name	Birthdate		<u>Sex</u>	
James Bellino	05/04/06	12 N		
Melania Bellino	11/21/07	10 F	-	
MacKenna Bellino	11/21/07	10 F	-	
(1) continued on <u>Attachment 4b</u> . (2)				
c. If any children listed above were born before the marriage or domes		court has the au	uthority to determ	ine
those children to be children of the marriage or domestic partnership		- Usife me Ohild	Quatadu Iudadia	tion
d. If there are minor children of Petitioner and Respondent, a complete and Enforcement Act (UCCJEA) (form <u>FL-105</u>) must be attached.	o Declaration Unde	r Uniform Unita	Custody Junisold	uun
e. Petitioner and Respondent signed a voluntary declaration of p	atemity. A conv	🗋 is 🔲 i	s not attached.	
				Page 1 of 3
Form Adopted for Mandatory Use PETITIONMARRIAGE/DOME		HIP Family	Code, §§ 297, 299, 2320.	2330, 3409; xourts.ca.gov
FL-100 [Rev. July 1, 2016] (Family Law	/}			
			American LegalNet, inc	

	FL-100
PETITIONER: JAMES BELLINO	CASE NUMBER:
RESPONDENT: ALEXIS BELLINO	18D005217
Petitioner requests that the court make the following orders:	
5. LEGAL GROUNDS (Family Code sections 2200-2210, 2310-2312)	
	eartnership based on <i>(check one):</i> al incapacity to make decisions.
 b. Nullity of void marriage or domestic partnership based on (1) incest. (2) bigamy. 	
c. Nullity of voidable marriage or domestic partnership based on] fraud
partnership or marriage.	
 (2) prior existing marriage or domestic partnership. (5) [(3) unsound mind. (6) [force. physical incapacity.
6. CHILD CUSTODY AND VISITATION (PARENTING TIME)	
Petitioner Resp	
a. Legal custody of children to	
b. Physical custody of children to	
	form <u>FL-341(C)</u>
☐ form <u>FL-341(D)</u> ☐ form <u>FL-341(E)</u> ☐	Attachment 6c(1)
 7. CHILD SUPPORT a. If there are minor children born to or adopted by Petitioner and Respondent befor partnership, the court will make orders for the support of the children upon requerequesting party. b. An earnings assignment may be issued without further notice. c. Any party required to pay support must pay interest on overdue amounts at the " d. Other (specify): 8. SPOUSAL OR DOMESTIC PARTNER SUPPORT a. Spousal or domestic partner support payable to Detitioner Detitioner Detitioner Detitioner Detitioner Detitioner Detitioner Detitioner 	st and submission of financial forms by the
9. SEPARATE PROPERTY	
a. There are no such assets or debts that I know of to be confirmed by the co	—
b. Confirm as separate property the assets and debts in Property De the following list. Item	claration (form <u>FL-160</u>) Attachment 9b. <u>Confirm to</u>
The nature, amount and extent of Petitioner's separate property is unknown at this time. debts will be more fully set forth in his Preliminary and/or Final Declarations of Disclosure and 2105 or according to proof at the time of trial.	Such separate property assets and a under Family Code Section 2104
FL-100 [Rev. July 1, 2016] PETITION—MARRIAGE/DOMESTIC PART	
(Family Law)	
Dama 22	American LegalNet, Inc.

······································	f"L" QV
PETITIONER: JAMES BELLINO	CASE NUMBER: 18D005217
RESPONDENT: ALEXIS BELLINO	160005217

10. COMMUNITY AND QUASI-COMMUNITY PROPERTY

- a. There are no such assets or debts that I know of to be divided by the court.
- b. Determine rights to community and quasi-community assets and debts. All such assets and debts are listed in Property Declaration (form FL-160) in Attachment 10b.

as follows (specify):

The nature, amount and extent of Petitioner's community and/or quasi community property is unknown at this time. Such community and/or quasi community property assets and debts will be more fully set forth in Petitioner's Preliminary and/or Final Declarations of Disclosure under California Family Code Sections 2104 and 2105 or according to proof at the time of trial.

Respondent

in

11. OTHER REQUESTS

a. Attorney's fees and costs payable by

b Petitioner's former name be restored to (specify):

c. Other (specify):

Continued on <u>Attachment 11c</u>.

12 I HAVE READ THE RESTRAINING ORDERS ON THE BACK OF THE SUMMONS, AND I UNDERSTAND THAT THEY APPLY TO ME WHEN THIS PETITION IS FILED.

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

Date:	June / 1, 2018			
	JAMES BELLINO		1.10	······
	(TYPE OR PRINT NAME)		SIGNATURE OF PET	ITIONER)
Date:	June 20, 2018 JACQUELINE A. WHISNANT, ES		Thum	1A/
	(TYPE OR PRINT NAME)		(SIGNATURE OF ATTORNEY)	
FOR MORI at <u>www.fa</u>	E INFORMATION: Read Legal Steps for a milieschange.ca.gov — an online guide	a Divorce or Legal Separat e for parents and children o	<i>ion</i> (<u>form FL-107-INFO</u>) and joing through divorce or sep	d visit "Families Change" aration.
	You may redact (black out) social security form used to collect child, spousal or partne		material filed with the court l	n this case other than a
or spouse L survivorshi domestic pa as well as a should be c	CANCELLATION OF RIGHTS: Dissolutio under the other domestic partner's or spou p rights to any property owned in joint tena artner or spouse as beneficiary of the othe any credit cards, other credit accounts, ins changed or whether you should take any c a court order.	use's will, trust, retirement p ancy, and any other similar er partner's or spouse's life surance polices, retirement	plan, power of attorney, pay thing. It does not automatic insurance policy. You shou plans, and credit reports, to	-on-death bank account, ally cancel the right of a Id review these matters, determine whether they
FL-100 [Rev. July 1	2016) PETITION-I	MARRIAGE/DOMESTIC	PARTNERSHIP	Page 3 of 3
		(Family Law)		American LegalNet, Inc.

Page 24

Exhibit O - Page 24

CL 400

FL-105/GC-120

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JACQUELINE A. WHISNANT, ESQ. (SBN 130712) PHILLIPS WHISNANT GAZIN GORCZYCA & CURTIN, LLP. 24 Corporate Plaza Drive, 2nd Floor Newport Beach, CA 92660 TELEPHONE NO.: (949) 644-4007 FAX NO. (Optional): (949) 644-62 E-MAIL ADDRESS (Optional): jaW@pwggc.com ATTORNEY FOR (Name):	96	ELECTRONICALLY FILED Superior Court of California County of Orange Lamoreaux Justice Center 6/20/2018 5:10 PM David H. Yamasaki, Clerk of the Court By: J. Duncanson, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE		
STREET ADDRESS: 341 The City Drive South		1
MAILING ADDRESS: P.O. BOX 14170		
CITY AND ZIP CODE: Orange, CA 92868		
BRANCH NAME: LAMOREAUX JUSTICE CENTER		
(This section applies only to family law cases.) PETITIONER: JAMES BELLINO RESPONDENT: ALEXIS BELLINO		
OTHER PARTY:		
(This section apples only to guardianship cases.)		CASE NUMBER:
GUARDIANSHIP OF (Name):	Minor	400005047
DECLARATION UNDER UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT (UCCJEA)	- 18D005217	

1. I am a party to this proceeding to determine custody of a child.

2. 🔲 My present address and the present address of each child residing with me is confidential under Family Code section 3429 as I have indicated in item 3.

3. There are (specify number): 3

minor children who are subject to this proceeding, as follows:

(insert the information requested below. The residence information must be given for the last FIVE years.)

a. Child's name JAMES BELLINO		Place of birth Newport	Beach, CA	Date of birth 05-04-06		Sex M
Period of residence 05/26/16 to present	^{Address} 27453 Ortega, San Juan Capistrano, CA ☐ Confidential		Person child lived with (name of James and Alexis Be 27453 Ortega, San Juan Capis	llino	Relation Fath Moth	er and
06/06/12 to 05/26/16	Child's residence (<i>City, State</i>) San Juan Capistrano, CA		Person child lived with <i>(name a</i> James and Alexis Be 30452 Via Cantabria San Juan Capistrano		Fath Moth	er and her
to	Child's residence (City, State)		Person child lived with (name a	and complete current address)		
to	Child's residence (City, State)		Person child lived with (name	and complete current address)	,	
	the same as given above for child a, the information below.)	Place of birth Newport	h Beach, CA	Date of birth 11-21-07		Sex F
Period of residence Address			Person child lived with (name and complete current address)		Relatio	onship
to present	Confidential Child's residence (City, State)		Confidential Person child lived with (name	and complete current address)		

 \square Additional residence information for a child listed in item a or b is continued on attachment 3c.

d. Additional children are listed on form FL-105(A)/GC-120(A). (Provide all requested information for additional children.)

Form Adopted for Mendatory Use Judicial Council of California FL-105/GC-120 [Rev. January 1, 2009]

C,

DECLARATION UNDER UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT (UCCJEA)

Page 1 of 2 Family Code, § 3400 el saq.; Probate Code, §§ 1510(f), 1512 www.courtinfo.ce.gov

American LegaiNei, Inc.

		FL-105/GC-120
SHORT TITLE: BELLINO, JAMES and ALEXIS	CASE NUMBER:	18D005217

4. Do you have information about, or have you participated as a party or as a witness or in some other capacity in, another court case or custody or visitation proceeding, in California or elsewhere, concerning a child subject to this proceeding?
 Yes X No (If yes, attach a copy of the orders (if you have one) and provide the following information):

Proceeding	Case number	Court (name, state, location)	Court order or judgment (date)	Name of each child	Your connection to the case	Case status
a. 🗌 Family						
b. Guardianship				·		
c. 🗌 Other			; 			

	Proceeding	Case Number	Court (name, state, location)
d.	Juvenile Delinquency/ Juvenile Dependency		
e,	Adoption		

5. One or more domestic violence restraining/protective orders are now in effect. (Altach a copy of the orders if you have one and provide the following information):

(Court	County	State	Case number (if known)	Orders expire (date)
a. 🗌	Criminal	<u> </u>			
b. 🔲	Family				
c, 🗌	Juvenile Delinquency/ Juvenile Dependency			· · · · · · · · · · · · · · · · · · ·	
d. 🗌	Other				

6. Do you know of any person who is not a party to this proceeding who has physical custody or claims to have custody of or visitation rights with any child in this case? Yes X No (If yes, provide the following information):

a. Name and address of person	b. Name and address of person	c. Name and address of person
 Has physical custody Claims custody rights Claims visitation rights 	Has physical custody Claims custody rights Claims visitation rights	Has physical custody Claims custody rights Claims visitation rights
Name of each child	Name of each child	Name of each child
I declare under penalty of perjury under the Date: June 19, 2018 JAMES BELLINC (TYPE OR PRINT NAME)	e laws of the State of California that the forego	hg is true and correct.
7. X Number of pages attached: 1		(SIGNATURE OF DECLAMANT)
NOTICE TO DECLARANT: You have proceeding	a continuing duty to inform this court if you g in a California court or any other court con	obtain any information about a custody cerning a child subject to this proceeding.
	ECLARATION UNDER UNIFORM CHILD URISDICTION AND ENFORCEMENT AC	
		American LegalNei, Inc.

		FL-105(A)/GC-120(A)
CASE NAME: BELLINO, JAMES and ALEXIS	CASE NUMBER:	18D005217

ATTACHMENT TO

DECLARATION UNDER UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT (UCCJEA)

Child's name MCKEN Residence information is FL-105/GC-120 for child information betow.)	NA BELLINO the same as given on form a. (If NOT the same, provide the	Place of birth Newport	Beach, CA	Date of birth 11-21-07		Sex F
Period of residence	Present address		Person child lived with (name	and complete current address)	Relatio	nship
to present	Confidential		Confidential			
to	Child's residence (City, Slate)		Person child lived with (name a	and complete current address)		
to	Child's residence (City, State)		Person child lived with (name)	and complete current address)		
to	Child's residence (City, State)		Person child tived with (name i	and complete current address)		
Child's name	· · · · · · · · · · · · · · · · · · ·	Place of birth		Date of birth		Sex
	the same as given on form a. (If NOT the same, provide the					
Period of residence	Address		Person child lived with (name	and complete current address)	Relatio	nship
to present		- <u></u> ,	Confidential			
to	Child's residence (City, State)		Person child lived with (name	and complete current address)		
to	Child's residence (City, State)		Person child lived with (name	and complete current address)		
· to	Child's residence (City, State)		Person child lived with (name	and complete current address)		
Child's name		Place of birth	1	Date of birth	<u> </u>	Sex
	s the same as given on form i.a. (If NOT the same, provide the					
Period of residence	Address		Person child lived with (name	and complete current address)	Relatio	onship
to present	Confidential					
to	Child's residence (City, State)		Person child lived with (name	and complete current address)		
to	Child's residence (City, State)		Person child lived with (name	and complete current address)		·····
to	Child's residence (City, State)		Person child lived with (name	and complete current address)		

Page <u>3</u> of <u>3</u>

Form Adopted for Mandatory Use Judicial Council of California FL-105(A)/GC-120(A) [New January 1, 2009]

ATTACHMENT TO DECLARATION UNDER UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT (UCCJEA)

Family Code, § 3400 cl seq.; Probate Code, §§ 1510(f), 1512 www.courtinfo.ca.gov

American LegalNet, Inc.

FL-115

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JACQUELINE A. WHISNANT, ESQ. (SBN 130712)	FOR COURT USE ONLY
PHILLIPS WHISNANT GAZIN GORCZYCA & CURTIN, LLP.	
24 Corporate Plaza Drive, 2 nd Floor	ELECTRONICALLY FILED
Newport Beach, CA 92660	Superior Court of California County of Orange
	Lamoreaux Justice Center
TELEPHONE NO.: (949) 644-4007 FAX NO.: (949) 644-6296	6/29/2018 4:15 PM
E-MAIL ADDRESS:	David H. Yamasaki, Clerk of the Court By: M. Wells, Deputy
ATTORNEY FOR (Neme): JAMES BELLINO	By: W. Weils, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE	
STREET ADDRESS: 341 The City Drive South	
MAILING ADDRESS: P.O. BOX 14170	
CITY AND ZIP CODE: Orange, CA 92868	
BRANCH NAME: LAMOREAUX JUSTICE CENTER	-
PETITIONER: JAMES BELLINO	
RESPONDENT: ALEXIS BELLINO	
	CASE NUMBER:
	18D005217
1. At the time of service I was at least 18 years of age and not a party to this action, I se	
a. A free time of service I was alleast to years of age and not a party to this action. I se	
FL-110), and blank Response—Marriage/Domestic Partnership (form FL-12	
-or-	
b. 🔲 Uniform Parentage: Petition to Establish Parental Relationship (form FL-200), Summons (form FL-210), and blank
Response to Petition to Establish Parental Relationship (form FL-220)	
-or-	
c. 🔲 Custody and Support; Petition for Custody and Support of Minor Children (for	orm <u>FL-260</u>), <i>Summons</i> (form <u>FL-210</u>), and
blank Response to Petition for Custody and Support of Minor Children (form	<u>FL-270</u>)
and	
d. 🛛 (1) 🖾 Completed and blank Declaration Under (5) 🗍 Com	pleted and blank Financial Statement

- d. (1) Completed and blank Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (form FL-105)
 - (2) Completed and blank Declaration of Disclosure (form FL-140)
 - (3) Completed and blank Schedule of Assets and Debts (form FL-142)
 - (4) Completed and blank *income and* Expense Declaration (form FL-150)
- (5) Completed and blank Financial Statement (Simplified) (form FL-155)
- (6) Completed and blank Property Declaration (form FL-160)
- (7) Request for Order (form <u>FL-300</u>), and blank Responsive Declaration to Request for Order (form <u>FL-320</u>)
- (8) Other (specify): Family Law Notice Re Related Cases

2. Address where respondent was served:

 Counsel for Petitioner and Respondent agreed that the above-mentioned documents could be served electronicallysstone@hughesandhughesca.com (Hughes & Hughes-660 West First Street, Tustin, CA 92780)
 I served the respondent by the following means (check proper boxes):

a. 🗌	Personal : on (date):	service. I personally delivered the copies to the respondent (Code Civ. Proc., § 415.10) at (time):	
b. 🗌		ed service. I left the copies with or in the presence of (name): ecify title or relationship to respondent):	
	(1), 🗖	(Business) a person at least 18 years of age who was apparently in charge at the offic business of the respondent, i informed him or her of the general nature of the papers.	e or usual place of
	(2)	(Home) a competent member of the household (at least 18 years of age) at the home informed him or her of the general nature of the papers. at (<i>time</i>):	of the respondent. I
	copies wer	mailed additional copies (by first class, postage prepaid) to the respondent at the place e left (Code Civ. Proc., § 415.20b) on (<i>date</i>): ion of diligence is attached, stating the actions taken to first attempt personal service.	
Form Approved fo Judicial Counci FL-115 IRev. Jan	i of California	PROOF OF SERVICE OF SUMMONS (Family Law—Uniform Parentage—Custody and Support)	Page 1 of 2 Code of Civil Procedure, § 417.10 www.courts.ca.gov

American LegalNet, Inc.

FL-115

PETITIONER: JAMES BELLINO	
RESPONDENT: ALEXIS BELLINO	18D005217

3. c. Mail and acknowledgment service. I mailed the copies to the respondent, addressed as shown in item 2, by first-class mail, postage prepaid, on *(date)*: from *(city)*:

- (1) with two copies of the Notice and Acknowledgment of Receipt (form <u>FL-117</u>) and a postage-paid return envelope addressed to me. (Attach completed Notice and Acknowledgment of Receipt (form <u>FL-117</u>).) (Code Civ. Proc., § 415.30.)
- (2) to an address outside California (by registered or certified mail with return receipt requested). (Attach signed return receipt or other evidence of actual delivery to the respondent.) (Code Civ. Proc., §§ 415.40, 417.20.)

d. I Other (specify code section): Counsel for Petitioner and Respondent agreed that the above-mentioned documents could be served on Respondent's Counsel, Hughes and Hughes electronically. Respondent, Alexis Bellino, executed a Notice and Acknowledgemnt of Receipt. A copy of which is attached hereto.

Continued on Attachment 3d.

4. Person who served papers

Name: Shelly R. Drown Address: 24 Corporate Plaza Drive, 2nd Floor Newport Beach, CA 92660

Telephone number: 949-644-4007

This person is

C.

- a. a exempt from registration under Business and Professions Code section 22350(b).
- b. X not a registered California process server.
 - a registered California process server: an employee or an independent contractor (1) Registration no.:
 - (2) County:
- d. The fee for service was (specify): \$
- 5. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

-or-

6. I am a California sheriff, marshal, or constable, and I certify that the foregoing is true and correct.

Date: June 29, 2018

FL-115 [Rev. January 1, 2015]

(NAME OF PERSON WHO SERVED PAPERS)

Page 2 of 2

PROOF OF SERVICE OF SUMMONS (Family Law—Uniform Parentage—Custody and Support)

American LegalNet, Inc.

	FL-117
ATTORNEY OR PARTY WITHOUT ATTORNEY (Norme, State Bar number, and address): JACQUELINE A. WHISNANT, ESQ. (SBN 130712) LESLIE B. EVANS, ESQ. (SBN 173010) PHILLIPS WHISNANT GAZIN GORCZYCA & CURTIN, LLP.	FOR COURT USE ONLY
24 Corporate Plaza Drive, 2nd Floor	
Newport Beach, CA 92660	
TELEPHONE NO: (949) 644-4007 FAX NO.:	
E-MAIL ADDRESS: ATTORNEY FOR (Nome): JAMES BELLINO	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE	
STREET ADDRESS: 341 The City Drive	
MAILING ADDRESS: P.O. BOX 14170	
CITY AND ZP CODE: Orange, CA 92868 BRANCH NAME: LAMOREAUX JUSTICE CENTER	
PETITIONER: JAMES BELLINO	- /
RESPONDENT: ALEXIS BELLINO	1
	CASE NUMBER:
NOTICE AND ACKNOWLEDGMENT OF RECEIPT	180005217
(Sender completes items 1 through 4 and signs before mailing. Recipient com	pletes items 5 and 6, signs, then returns)
1. To (name of individual being served): ALEXIS BELLINO	
NOTICE The documents identified below are being served on you by mail with this acknowle person authorized by you must sign, this form to acknowledge receipt of the docum	ndgment form. You must personally sign, or a rents.
If the documents described below include a summons and you fail to complete and within 20 days of the date of mailing, you will be liable for the reasonable expenses attempting to serve you with these documents by any other methods permitted by is of a summons is deemed complete on the date you sign the acknowledgment of real if you do not agree with what is being requested, you must submit a completed Rest.	incurred after that date in serving you or aw. If you return this form to the sender, service ceipt below, This is not an answer to the action.
2. Date of mailing (specify): June 22, 2018	TAD
3. SHELLY DROWN (TYPE OR PRINT SENDER'S NAME)	ATURE OF SENJER-MUST NOT BE A PARTY IN THIS CASE AND MUST BE IN YEARS OR OLDER)
ACKNOWLEDGMENT OF RECEIP	•
4. I agree I received the following:	
a. X Family Law: Petition—Marriage/Domestic Partnership (form <u>FL-100</u>), Marriage/Domestic Partnership (form <u>FL-120</u>)	Summons (form <u>FL-110</u>), and blank Response
 b. Dutform Parentage: Petition to Establish Parental Relationship (form <u>F</u> Response to Petition to Establish Parental Relationship (form <u>FL-220</u>) 	
c. Custody and Support: Petition for Custody and Support of Minor Child blank Response to Petition for Custody and Support of Minor Children	(form <u>FL-270</u>)
d. X (1) X Completed and blank Declaration Under Uniform (5) Child Custody Jurisdiction and Enforcement Act	Completed and blank <i>Income and Expense</i> Declaration (form <u>FL-150</u>)
(form <u>FL-105</u>) (6) (6) (7) (6) (6) (7) (6) (6) (7) (6) (7) (6) (7) (6) (7) (6) (7) (6) (7) (6) (7) (7) (7) (7) (7) (7) (7) (7) (7) (7	Completed and blank Financial Statement (Simplified) (form FL-155)
(form <u>FL-140</u>) (7)	Request for Order (form FL-300), and blank Responsive Declaration to Request for Order
(3) Completed and blank Schedule of Assets and Debts (form <u>FL-142</u>)	(form <u>FL-320</u>)
(4) Completed and blank <i>Property Declaration</i> (form (8) [X Other <i>(specify):</i> Family Law Notice Re Related Case
5. Recipient signed this acknowledgment on (specify date): June	Signature by facsimile as attached.
6. ALEXIS BELLINO	(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT)
(Type or print name of person acknowledging receipt)	(SIGNATURE OF PERSON ACKNOWLEDGING RECEPT) Page 1 of 1
Form Approved for Optienal Uso NOTICE AND ACKNOWLEDGMENT OF Audicial Council of Cetifornia FL-117 [Rev. January 1, 2015] (Familiy Law)	RECEIPT Legal Code of Chil Procedure, § 415.30, 417.10 Solutions Bluts

Page 30

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TORNEY OR PARTY WITHOUT ATTORNEY A	FL-117
TORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ACQUELINE A. WHISNANT, ESQ. (SBN 130712) ESLIE B. EVANS FOO (CONT.)	FOR COURT USE ONLY
ESLIE B. EVANS ESO (SBN 130712)	
	LLP
YTRYIG DEACH, CA YYAAN	
TELEPHONE NO.: (949) 644-4007 FAX NO.: E-MAIL ADDRESS	
TORNEY FOR (Name): JAMES BELLINO	
UPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE	/
STREET ADDRESS 341 The City Drive	
WALLING ADDRESS P.O. BOX 14170	
CTYANDZPCODE Orange, CA 92868	
BRANCH NAME LAMOREAUX JUSTICE CENTER	
PETITIONER: JAMES BELLINO	
RESPONDENT: ALEXIS BELLINO	
	CASE NUMBER
NOTICE AND ACKNOWLEDGMENT OF RECE	18D005217
(Sender completes items 1 through 4 and signs before mailing. Re	ciplent completes items 5 and 6, signs, then returns)
	a friend of subsequent statistic of action of a distribution of a second statistic statistic statistics of a second statistic statistics of a second statistic of a
To (name of individual being served): ALEXIS BELLINO	
NOTICE	
The documents identified below are being served on you by mail with this	s acknowledgment form. You must personally sign, or a
person authorized by you must sign, this form to acknowledge receipt of	the documents.
f the documents described below include a summons and you fail to con	nplete and return this acknowledgment form to the sender
within 20 days of the date of mailing, you will be liable for the reasonable	expenses incurred after that date in serving you or
attempting to serve you with these documents by any other methods per	mitted by law. If you return this form to the sender, service
of a summons is deemed complete on the date you sign the acknowledg If you do not agree with what is being requested, you must submit a com	ment of receipt below. This is not an enswer to the action.
Date of mailing (specify): June 22, 2018	TH Day in
SHELLY DROWN	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
(TYPE OR FRINT SERVER'S NAME)	HENDRATURE OF SENDER-LIUST NOT BE A PARTY IN THIS CASE
	AND MUST BE 18 YEARS OR OLDER)
ACKNOWLEDGMENT OF	AND MUST BE 18 YEARS OR OLDER)
ACKNOWLEDGMENT OF	AND MJIST BE 18 YEARS OR OLDER) RECEIPT
ACKNOWLEDGMENT OF a gree I received the following: a. X Family Law: PetitionMarriage/Domestic Partnership (form	AND MJIST BE 18 YEARS OR OLDER) RECEIPT
ACKNOWLEDGMENT OF I agree I received the following: a. X Family Law: Petition-Marriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120)	AND MUST BE 18 YEARS OR OLDERY RECEIPT <u>FL-100</u>), Summons (form <u>FL-110</u>), and blank Response-
ACKNOWLEDGMENT OF I agree I received the following: a. X Family Law: Petition—Marriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120) b. Uniform Parentage: Petition to Establish Parental Relationsi	AND MJIST BE 18 YEARS OR OLDERY RECEIPT FL-100), Summons (form FL-110), and blank Response- hip (form FL-200), Summons (form FL-210), and blank
ACKNOWLEDGMENT OF I agree I received the following: a. X Family Law: Petition-Marriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120) b. Uniform Parentage: Petition to Establish Parental Relationship (form Response to Petition to Establish Parental Relationship (form	AND MJIST BE 18 YEARS OR OLDERY RECEIPT FL-100), Summons (form FL-110), and blank Response- hip (form FL-200), Summons (form FL-210), and blank m FL-220)
ACKNOWLEDGMENT OF I agree I received the following: a. X Family Law: Petition—Marriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120) b. Uniform Parentage: Petition to Establish Parental Relationship Response to Petition to Establish Parental Relationship (form c. Custody and Support: Petition for Custody and Support of March 2000	AND MJIST BE 18 YEARS OR OLDERY FL-100), Summons (form FL-110), and blank Response- hip (form FL-200), Summons (form FL-210), and blank m FL-220) finor Children (form FL-260), Summons (form FL-210), and
ACKNOWLEDGMENT OF I agree I received the following: a. X Family Law: Petition-Marriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120) b. Uniform Parentage: Petition to Establish Parental Relationship (form Response to Petition to Establish Parental Relationship (form	AND MJIST BE 18 YEARS OR OLDERY FL-100), Summons (form FL-110), and blank Response- hip (form FL-200), Summons (form FL-210), and blank m FL-220) finor Children (form FL-260), Summons (form FL-210), and
ACKNOWLEDGMENT OF I agree I received the following: a. [X] Family Law: Petition-Marriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120) b. [] Uniform Parentage: Petition to Establish Parental Relationship Response to Petition to Establish Parental Relationship (form c. [] Custody and Support: Petition for Custody and Support of Mark blank Response to Petition for Custody and Support of Mark	AND MILIST BE 18 YEARS OR OLDERY FL-100), Summons (form FL-110), and blank Response- hip (form FL-200), Summons (form FL-210), and blank m FL-220) finor Children (form FL-260), Summons (form FL-210), and wr Children (form FL-270)
ACKNOWLEDGMENT OF I agree I received the following: a. X Family Law: Petition-Marriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120) b. Uniform Parentage: Petition to Establish Parental Relationship Response to Petition to Establish Parental Relationship (form c. Custody and Support: Petition for Custody and Support of Mino blank Response to Petition for Custody and Support of Mino d. X (1) X Completed and blank Declaration Under Uniform	AND MEST BE 18 YEARS OR OLDER RECEIPT FL-100), Summons (form FL-110), and blank <i>Response</i> - hip (form <u>FL-200</u>), Summons (form <u>FL-210</u>), and blank m <u>FL-220</u>) funor Children (form <u>FL-260</u>), Summons (form <u>FL-210</u>), and ar Children (form <u>FL-270</u>) (5) Completed and blank <i>Income and Expense</i>
ACKNOWLEDGMENT OF I agree I received the following: a. X Family Law: PetitionMarriage/Domestic Partnership (form Marriage/Domestic Partnership (form FL-120) b. Uniform Parentage: Petition to Establish Parental Relationship (form Response to Petition to Establish Parental Relationship (form c. Custody and Support: Petition for Custody and Support of Mino bliank Response to Petition for Custody and Support of Mino d. X (1) X Completed and blank Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act	AND MEST BE 18 YEARS OR OLDER RECEIPT FL-100), Summons (form FL-110), and blank Response- hip (form FL-200), Summons (form FL-210), and blank m FL-220) finor Children (form FL-260), Summons (form FL-210), and ar Children (form FL-260), Summons (form FL-210), and ar Children (form FL-270) (5) Completed and blank Income and Expense Declaration (form FL-150)
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Exhibit O - Page 31

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		MC-050
ATTORNEY OR PAR	TY WITHOUT ATTORNEY (Name, State Bar number, and address): SBN: 7584	FOR COURT USE ONLY
RANDALL W	, BISSON	
	rt Street, Suite 615 ST, CA 92630	ELECTRONICALLY FILED
		Superior Court of California
TELEPHON MAIL ADDRESS (Op	ENO.: 949,472,4144 FAX NO. (Optional): 949,770,6390	County of Orange Lamoreaux Justice Center
	vame): JAMES BELLINO	7/17/2018 1:31 PM
SUPERIOR CO	URT OF CALIFORNIA, COUNTY OF ORANGE	David H. Yamasaki, Clerk of the Court By: M. Wells, Deputy
STREET ADD	RESS: 341 The City Drive South	
	RESS: 341 The City Drive South	
	code: Orange, 92868-3205 NAME: Lamoreaux Justice Center	
	AME: Marriage of BELLINO	
0/10210		
	SUBSTITUTION OF ATTORNEY-CIVIL	CASE NUMBER:
	(Without Court Order)	18D 005217
	ND ALL PARTIES ARE NOTIFIED THAT (name): JAMES	BELLINO makes the following substitution
		Attorney (name): JACQUELINE A, WHISNANT
	epresentative Party is representing self* X	
a. Name: R	ANDALL W. BISSON b. Stat	te Bar No. (If applicable): 75845
c. Address	(number, street, city, ZIP, and law firm name, if applicable)	
	ambert Street, Suite 615 rest, CA 92630	
	ne No. <i>(include area code)</i> : 949:472.4144	
		lant X petitioner respondent other (specify
	*NOTICE TO PARTIES APPLYING TO RE	PRESENT THEMSELVES
	Guardian Personal Representative	Guardian ad litem
	Conservator Probate fiduciary	Unincorporated
	Trustee · Corporation	association
		act as your own attorney in most cases. Use this form /ICE BEFORE APPLYING TO REPRESENT YOURSELF.
	NOTICE TO PARTIES WITHO	
	A party representing himself or herself may wish t	••••••
	timely and appropriate action in this case may res	- · · · · · · · · · · · · · · · · · · ·
4. Lonsent to	this substitution.	Signature Attached
Date: July		Via Facsimile
JAMES BELL		
<u></u>		(SIGNATURE OF PARTY)
5. X I cor Date: July	nsent to this substitution.	Signature Attached
•	A. WHISNANT	ain Frestmille
	(TYPE OR PRINT NAME)	(SIGNATURE OF FORMER ATTORNEY)
6. X I cons	sent to this substitution.	
Date: July	9, 2018	A I DA CIMA
RANDALL W	BISSON	Kandall W. Vizzon
	(TYPE OR PRINT NAME)	(SIGNATURE OF NEW ATTORNEY)
orm Adopted For Man		
Judicial Council of C MC-050 [Rev. Januar	alifornia SUBSTITUTION OF MIT	Cal. Rules of Court, rule 3,136

	MC-050
"TOPHEND OF HER WITH A TOPHEN AND STORE AND ADD ADD	CON SOURCUSE DALL
RAND.M.L.W. BISSON 22672 Lambert Street, Stute 615	
LAKE FOREST, CA \$2630	
TELEPRONE DC. 949,472,4144 FAILSC - SUMME 949,770,6390 AND ADDRESS ADDREAM ATTORNEY FOR March JAMES BELLINO	
A THREF FOR APPENDING DELLES OF	
STREET ADDRESS 341 The City Drive South URANG ADDRESS 341 The City Drive South	
TRY AND ZP CODF OFANGE, 92868-3205 BRANCH MADE LAINOTEBUN JUSTICE Center	
CASE NAME: Marriage of BELLINO	
	CASE HJJARER
SUBSTITUTION OF ATTORNEY_CIVIL (Without Court Order)	18D 005217
HE COURT AND ALL PARTIES ARE NOTIFIED THAT (name): JAMES BEI	LINO makes the tollowing substitution,
Former legal representative Party represented self	ney (namo). JACQUELINE A. WHISNANT
• • • • • • • • • • • • • • • • • • • •	No. (fi applicable): 75845
22672 Lambert Stover, State 615	NDALL W. BISSON
Lake Forest, CA 92630	
d. Telephone No. <i>(include area code)</i> : 949,472,4144 . The party making this substitution is a plainiff detendant	Detitionar prospondent other (specify);
. The party making this substitut on is a plainiff derendant	[X] petitionar respondent [] other (specify);
NOTICE TO PARTIES APPLYING TO REPRES	SENT THEMSELVES
• Guardian • Personal Representative	- Guardian ad litem
Conservator Probate fiduciary Trustee Corporation	• Unincorporated association
If you are applying as one of the parties on this list, you may NOT act a to substitute one attorney for another attorney. SEEK LEGAL ADVICE	is your own attorney in most cases. Use this form
NOTICE TO PARTIES WITHOUT	ATTORNEYS
A party representing himself or herself may wish to se timely and appropriate action in this case may result in	
. I consent to this substitution.	
Date: July 6, 2018	Car
атуре са рин" нахе;	SOUATURE OF PARTY
t consent to this substitution. Date: July	
ACOUELINE A. WHISNANT	
ITYPE OR FE'IT VANE	AND THE CF FCR JER A TOFILE
b. [3] consont to this substitution Dato: July 9, 2018	O
Date: July <u>CL</u> , 2018 ANDALL W. BISSON	Candall W. Kinon
PTYPE CR PRUT SAVE (See reverse for proof of serverse)	-318K4"JRE 05 1/2% 2773KEY1
An America Far Vanialory Ure SUBSTITUTION OF ATTOR	
Little Count of California Count of Art of a Schullfer Strang (Without Court Orde	

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CASE NAME:	CASE NUMBER:
BELLINO, JAMES	18D 005217
BELLINO, ALEXIS	

PROOF OF SERVICE BY MAIL Substitution of Attorney-Civil

Instructions: After having all parties served by mail with the Substitution of Attorney—Civil, have the person who mailed the document complete this Proof of Service by Mail. An <u>unsigned</u> copy of the Proof of Service by Mail should be completed and served with the document. Give the Substitution of Attorney—Civil and the completed Proof of Service by Mail to the clerk for filing. If you are representing yourself, someone else must mail these papers and sign the Proof of Service by Mail.

- 1. I am over the age of 18 and **not a party to this cause.** I am a resident of or employed in the county where the malling occurred. My residence or business address is *(specify)*: 22672 Lambert Street, Suite 615, LAKE FOREST, CA 92630
- I served the Substitution of Attorney—Civil by enclosing a true copy in a sealed envelope addressed to each person whose name and address is shown below and depositing the envelope in the United States mail with the postage fully prepaid.
 - (1) Date of malling: July 17, 2018 (2) Place of malling (city and state): LAKE FOREST, CA
- 3. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 17, 2018

JILL ANN JENSEN

(TYPE OR PRINT NAME)

A

(SIGNATURE)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

4. a. Name of person served: ALEXIS BELLINO

b. Address (number, street, city, and ZIP): 27453 Ortega Highway San Juan Capistrano, CA 92675

c. Name of person served:

d. Address (number, street, city, and ZIP):

e. Name of person served:

f. Address (number, street, city, and ZIP):

g. Name of person served:

h. Address (number, street, city, and ZIP):

I. Name of person served: j. Address (number, street, city, and ZIP):

List of names and addresses continued in attachment.

MC-060 (Rev. January 1, 2009)

SUBSTITUTION OF ATTORNEY—CIVIL (Without Court Order) Page 2 of 2

MC AFA

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FL-190
RANDALL W. BISSON SBN: 75845 Law Offices of Randall W. Bisson	
22672 Lambert Street, Suite 615 LAKE FOREST, CA 92630	
TELEPHONE NO.: 949,472.4144 FAX NO. (Optional): 949,770.6390 E-MAIL ADDRESS (Optional):	SUPERIOR COURT OF CALIFORNIA
ATTORNEY FOR (Name): JAMES BELLINO	SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE	AUG 2 7 2018 405
STREET ADDRESS: 341 The City Drive South MAILING ADDRESS: 341 The City Drive South	DAVID H. YAMASAKI, Clerk of the Court
CITY AND ZE CODE: Orange, 92868-3205	
BRANCH NAME: Lamoreaux Justice Center	BY:
PETITIONER: JAMES BELLINO	
RESPONDENT: ALEXIS BELLINO	
NOTICE OF ENTRY OF JUDGMENT	Case Number:
	18D 005217
You are notified that the following judgment was entered on (date): AUG 2 7 201	B
1. X Dissolution	-
 Dissolution—status only Dissolution—reserving jurisdiction over termination of marital status or domestic pa 	nthership
4. Legal separation	
5. Nullity	
6. Parent-child relationship	
7. Judgment on reserved issues 8. Other (specify):	
MASAKI	N n
8. Other (specify): Date: DAVID H. YAMASAKI	
AUG 2 7 2018 Clerk, by	M. TRAN, Deputy
-NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT	T ATTORNEY-
Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court r otherwise disposed of after 60 days from the expiration of the appeal time.	nay order the exhibits destroyed or
STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF	DISSOLUTION
	C 2 3 2018
WARNING: Neither party may remarry or enter into a new domestic partnership unit of marital or domestic partnership status, as shown in this box.	til the effective date of the termination
CLERK'S CERTIFICATE OF MAILING	
I certify that I am not a party to this cause and that a true copy of the Notice of Entry of Juc fully prepald, in a sealed envelope addressed as shown below, and that the notice was mailed	<i>Igment</i> was mailed first class, postage ed AUG 2 8 2018
at (place): ORANGE , California, on (date):	
Date: AUG 2 8 2018 DAVIDIGH, by AMASAN	M. TRAN, Deputy
Name and address of petitioner or petitioner's attorney Name and address	ess of respondent or respondent's attorney
JAMES BELLINO ALEXIS BELLINO	
22672 Lambert Street, Suite 615 30451 Marbella Vis	
LAKE FOREST, CA 92630 San Juan Capistran	o, Camornia 92033
	Page 1 of
Form Adopted for Massdatory Use statistical Council of California FL-190 FM-s, January 1, 2003 (Family Law—Uniform Parentage—Custody and	

		FL-180
ATTORNEY OR PARTY WITHOUT ATTORNEY (N RANDALL W. BISSON	SBN: 75845	FOR COURT USE ONLY
Law Offices of Randall W. Bisson		
22672 Lambert Street, Suite 615, I TELEPHONE NO.: 949,472,4144	EAX NO. (Optional): 949,770.6390	FILED
E-MAIL ADDRESS (Optional):	//oritio. (opening: 949.//0.6390	SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER
ATTORNEY FOR (Name): JAMES BELL	λïΩ	LAMOREAUX JUSTICE CENTER
SUPERIOR COURT OF CALIFORNIA		AUG 2 7 2018 for
STREET ADDRESS: 341 The City E		
MAILING ADDRESS: 341 The City D		DAVID H. YAMAGANI, Clerk of the Court
CITY AND ZIP CODE: Orange, 92868		
ERANCH NAME: Lamoreaux Jus	tice Center	BY: M. TRAN DEPUTY
MARRIAGE OR PARTNERSHIP OF		
PETITIONER: JAMES BELLI	NO	
RESPONDENT: ALEXIS BELI	INO	
	JUDGMENT	CASE NUMBER:
	LEGAL SEPARATION INULLITY	CASE NOMBER.
Status only	tion over termination of marital or domestic	18D 005217
partnership status		
Judgment on rese		
Date marital or domestic partn		
······································		
a. Date: AUG 2 7 2018 b. Judicial officer (name): JL c. Petitioner present in co d. Respondent present in co f. Claimant present in co f. Other (specify name):	f the respondent on <i>(date)</i> . June 22, 2018 •	ame):
THE COURT ORDERS, GOOD CAL		
	n is entered. Marital or domestic partnership status is t	erminated and the parties are restored to th
status of single persor		and the set of the particle are too wild to be
(1) X on (specify		
	o be determined on noticed motion of either party or or	stipulation,
b. Judgment of legal sep	aration is entered.	
c. Judgment of nullity is	entered. The parties are declared to be single persons	on the ground of (specify):
d. 🔲 This judgment will be	entered nunc pro tunc as of (date):	
e. Judgment on reserved	issues.	
f. The 🥅 petitioner's 🕅	respondent's former name is restored to (specify	
h. X This judgment contain	d over all other issues, and all present orders remain in s provisions for child support or family support. Each p egistry Form (form FL-191) within 10 days of the date o	arty must complete and file with the court a
	the information submitted within 10 days of the chang	
	sibilities—Health-Care Costs and Reimbursement Proc	
	form FL-192) is attached.	
Form Adopted for Mandatory Use	JUDGMENT	Page 1 o Family Code, §§ 2024, 234
Judicial Council of California FL-160 (Rev. July 1, 2012)	(Family Law)	2343, 23 www.courts.ca. iistic#Drt & fomB

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	FL-180
CASE NAME (Last name, first name of each party):	CASE NUMBER:
BELLINO, JAMES	18D 005217
BELLINO, ALEXIS	
4. i. X The children of this marriage or domestic partnership (1) X Name	are: Birthdate
James Bellino	05/04/2006
Melania & MacKenna Bellino	11/21/2007
. X Child custody and visitation (parenting time) are orde	ment, or other written agreement which contains the Information ment (form FL-341).
(4) Previously established in another case. C	ase number. Court:
k. X Child support is ordered as set forth in the attached	
 (1) Settlement agreement, stipulation for judg required by Family Code section 4065(a). (2) Child Support Information and Order Attact (3) Stipulation to Establish or Modify Child Support 	
(4) Previously established in another case. C	ase number. Court
I. X Spousal, domestic partner, or family support is ordered	ad:
 Reserved for future determination as relat 	es to petitioner respondent
(2) Jurisdiction terminated to order spousal or	· · · · · · ·
	ner, or Family Support Order Attachment (form FL-343). reement, stipulation for judgment, or other written agreement.
 m. X Property division is ordered as set forth in the attached (1) X Settlement agreement, stipulation for judg (2) <i>Property Order Attachment to Judgment</i> (3) Other (specify): 	ment, or other written agreement.
n. Attorney fees and costs are ordered as set forth in the (1) Settlement agreement, stipulation for judg (2) Attorney Fees and Costs Order (form FL- (3) Other (specify):	ment, or other written agreement.
o. Other (specify):	
Each attachment to this judgment is incorporated into this judgmer provisions. Jurisdiction is reserved to make other orders necessary	
Date: XXXXXX	
5. Number of pages attached:0	JUDICIAL OFFICER SIGNATURE FOLLOWS LAST ATTACHMENT
	DTICE
Dissolution or legal separation may automatically cancel the rig domestic partner's will, trust, retirement plan, power of attorney, survivorship rights to any property owned in joint tenancy, and ar rights of a spouse or domestic partner as beneficiary of the oth review these matters, as well as any credit cards, other credit a determine whether they should be changed or whether you should A debt or obligation may be assigned to one party as part of the did debt or obligation, the creditor may be able to collect from the other An earnings assignment may be issued without additional proof if	ghts of a spouse or domestic partner under the other spouse's or , pay-on-death bank account, transfer-on-death vehicle registration, ny other similar property interest. It does not automatically cancel the er spouse's or domestic partner's life insurance policy. You should accounts, insurance policies, retirement plans, and credit reports, to take any other actions. issolution of property and debts, but if that party does not pay the er party. child, family, partner, or spousal support is ordered.
Any party required to pay support must pay interest on overdue an	nounts at the "legal rate," which is currently 10 percent.
	GMENT Page 2 of 2 ily Law)

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NOTICE OF RIGHTS AND RESPONSIBILITIES Health-Care Costs and Reimbursement Procedures

IF YOU HAVE A CHILD SUPPORT ORDER THAT INCLUDES A PROVISION FOR THE REIMBURSEMENT OF A PORTION OF THE CHILD'S OR CHILDREN'S HEALTH-CARE COSTS AND THOSE COSTS ARE NOT PAID BY INSURANCE, THE LAW SAYS:

1. Notice. You must give the other parent an itemized statement of the charges that have been billed for any health-care costs not paid by insurance. You must give this statement to the other parent within a reasonable time, but no more than 30 days after those costs were given to you.

2. Proof of full payment. If you have already paid all of the uninsured costs, you must (1) give the other parent proof that you paid them and (2) ask for reimbursement for the other parent's court-ordered share of those costs.

3. Proof of partial payment. If you have paid only your share of the uninsured costs, you must (1) give the other parent proof that you paid your share, (2) ask that the other parent pay his or her share of the costs directly to the health-care provider, and (3) give the other parent the information necessary for that parent to be able to pay the bill.

4. Payment by notified parent. If you receive notice from a parent that an uninsured health-care cost has been incurred, you must pay your share of that cost within the time the court orders; or if the court has not specified a period of time, you must make payment (1) within 30 days from the time you were given notice of the amount due, (2) according to any payment schedule set by the health-care provider, (3) according to a schedule agreed to in writing by you and the other parent, or (4) according to a schedule adopted by the court.

5. Disputed charges. If you dispute a charge, you may file a motion in court to resolve the dispute, but only if you pay that charge before filing your motion. If you claim that the other party has failed to reimburse you for a payment, or the other party has failed to make a payment to the provider after proper notice has been given, you may file a motion in court to resolve the dispute. The court will presume that if uninsured costs have been paid, those costs were reasonable. The court may award attorney fees and costs against a party who has been unreasonable.

6. Court-ordered insurance coverage. If a parent provides health-care insurance as ordered by the court, that insurance must be used at all times to the extent that it is available for health-care costs.

- a. Burden to prove. The party claiming that the coverage is inadequate to meet the child's needs has the burden of proving that to the court.
- b. Cost of additional coverage. If a parent purchases healthcare insurance in addition to that ordered by the court, that parent must pay all the costs of the additional coverage. In addition, if a parent uses alternative coverage that costs more than the coverage provided by court order, that parent must pay the difference.

Form Approved for Optional Use Judicial Council of California FL-192 [Rev. January 1, 2015] NOTICE OF RIGHTS AND RESPONSIBILITIES Health-Care Costs and Reimbursement Procedures Page 1 of 2 Family Code, §5 4062, 4063 www.courts.ca.gov Watta lict FornBaker

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7. Preferred health providers. If the court-ordered coverage designates a preferred health-care provider, that provider must be used at all times consistent with the terms of the health insurance policy. When any party uses a health-care provider other than the preferred provider, any health-care costs that would have been pald by the preferred health provider if that provider had been used must be the sole responsibility of the party incurring those costs.

FL-192

INFORMATION SHEET ON CHANGING A CHILD SUPPORT ORDER

General Information

The court has just made a child support order in your case. This order will remain the same unless a party to the action requests that the support be changed (modified). An order for child support can be modified only by filing a motion to change child support and serving each party involved in your case. If both parents and the local child support agency (if it is involved) agree on a new child support amount, you can complete, have all parties sign, and file with the court a *Stipulation to Establish or Modify Child Support and Order* (form FL-350) or *Stipulation and Order* (Governmental) (form FL-625).

When a Child Support Order May Be Modified

The court takes several things into account when ordering the payment of child support. First, the number of children is considered. Next, the net incomes of both parents are determined, along with the percentage of time each parent has physical custody of the children. The court considers both parties' tax filing status and may consider hardships, such as a child of another relationship. An existing order for child support may be modified when the net income of one of the parents changes significantly, the parenting schedule changes significantly, or a new child is born.

Examples

- You have been ordered to pay \$500 per month in child support. You lose your job. You will continue to owe \$500 per month, plus
 10 percent interest on any unpaid support, unless you file a motion to modify your child support to a lower amount and the court
 orders a reduction.
- You are currently receiving \$300 per month in child support from the other parent, whose net income has just increased substantially. You will continue to receive \$300 per month unless you file a motion to modify your child support to a higher amount and the court orders an increase.
- You are paying child support based upon having physical custody of your children 30 percent of the time. After several months it turns
 out that you actually have physical custody of the children 50 percent of the time. You may file a motion to modify child support to a
 lower amount.

How to Change a Child Support Order

To change a child support order, you must file papers with the court. Remember: You must follow the order you have now.

What forms do I need?

If you are asking to change a child support order open with the local child support agency, you must fill out one of these forms:

- . FL-680, Notice of Motion (Governmental) or FL-683 Order to Show Cause (Governmental) and
- FL-684, Request for Order and Supporting Declaration (Governmental)

If you are asking to change a child support order that is not open with the local child support agency, you must fill out one of these forms:

- FL-300, Request for Order or
- FL-390, Notice of Motion and Motion for Simplified Modification of Order for Child, Spousal, or Family Support

You must also fill out one of these forms:

FL-150, Income and Expense Declaration or FL-155, Financial Statement (Simplified)

What if I am not sure which forms to fill out?

Talk to the family law facilitator at your court.

After you fill out the forms, file them with the court clerk and ask for a hearing date. Write the hearing date on the form. The clerk will ask you to pay a filing fee. If you cannot afford the fee, fill out these forms, too:

- Form FW-001, Request to Waive Court Fees
- . Form FW-003, Order on Court Fee Waiver (Superior Court)

You must serve the other parent. If the local child support agency is involved, serve it too.

This means someone 18 or over---not you---must serve the other parent copies of your filed court forms at least 16 court days before the hearing. Add 5 calendar days if you serve by mail within California (see Code of Civil Procedure section 1005 for other situations). Court days are weekdays when the court is open for business (Monday through Friday except court holidays). Calendar days include all days of the month, including weekends and holidays. To find court holidays, go to www.courts.ca.gov/holidays.htm.

The server must also serve blank copies of these forms:

FL-320, Responsive Declaration to Request for Order and FL-150, Income and Expense Declaration, or

FL-155, Financial Statement (Simplified)

Then the server fills out and signs a Proof of Service (form FL-330 or FL-335). Take this form to the clerk and file it.

Go to your hearing and ask the judge to change the support. Bring your tax returns from the last two years and your last two months' pay stubs. The judge will look at your information, listen to both parents, and make an order. After the hearing, fill out. • FL-340, *Findings and Order After Hearing and*

FL-342, Child Support Information and Order Attachment

Need help?

F .- 192 [Rey January 1, 2015]

Contact the family law facilitator in your county or call your county's bar association and ask for an experienced family lawyer.

NOTICE OF RIGHTS AND RESPONSIBILITES Health-Care Costs and Reimbursement Procedures Page 2 of 2

FL-192

1 MARRIAGE OF BELLINO

2 CASE NO. 18D 005217

3

JUDGMENT/DISSOLUTION (Attachment)

4 Petitioner, James Bellino, and Respondent, Alexis Bellino, intend that this Stipulated Judgment 5 shall be and is in full, complete and final settlement of the parties' property rights, and all other rights 6 arising out of or in any way connected with their marriage or their relationship whatsoever with the 7 exception of those issues specifically reserved within this Stipulated Judgment. Each provision of this 8 Stipulated Judgment is made in consideration of all other provisions of this Stipulated Judgment. It is 9 intended that upon execution of this Stipulated Judgment, neither party shall have any claims against the 10 other party, except as stated by this Stipulated Judgment. The parties were married on April 16, 2005, 11 and separated on June 20, 2018.

12

CHILD CUSTODY AND VISITATION

The parties are awarded joint legal and joint physical custody of the minor children of the
marriage James Bellino, date of birth May 4, 2006, Melania Bellino, date of birth November 21, 2007,
and MacKenna Bellino, date of birth November 21, 2007. Joint legal custody shall include the following
rights and responsibilities:

The parent who has the physical care of the children at any given time shall have the routine decision-making rights and responsibilities during those periods of time; however, all major decisions pertaining to health, education and day care shall be made jointly by the parents. No prior consultation is required between the parents regarding emergency medical or dental treatment, routine checkups, or minor illness. However, the other parent shall be notified immediately in the case of an emergency. A sharing of routine health information is encouraged.

In the event that controversy arises regarding major decisions, both parents shall first consult together and if no resolution, meet and confer with an expert in the field related to the dispute, e.g., the children's doctor, teacher, counselor, etc. If the consultation does not resolve the dispute, the parents shall return together to mediation in an attempt to reach an agreement. Finally, if the dispute continues, it shall be submitted to the Court for a decision, and until then, the existing order shall remain in effect. ///

JUDGMENT DISSOLUTION OF MARRIAGE

Neither parent shall submit the children to any psychological/psychiatric testing or evaluation
 or to any extended course of medical, dental, orthodontic, psychiatric, or psychological
 treatment/counseling without first advising the other parent.

Pursuant to Family Law Code Section 3025, both parents shall have the same access to
psychological, medical, dental, and school records pertaining to their children and shall be permitted
independently to consult with any and all concerned professionals. The names of both parents shall be
listed on school and extracurricular cards to be contacted in case of emergency.

Neither parent shall enroll the children in activities that require a commitment from the other
parent or interfere with a previously agreed upon or Court ordered schedule without mutual approval.
Parents are encouraged to attend their children's activities. Parents are responsible for keeping
themselves advised and for advising each other of all school, athletic, and social events in which the
children participates.

Before a contemplated move and to the extent feasible, a minimum of forty-five (45) days written notice by pre-paid postage mail, return receipt requested is required by law if a parent plans to change the address of the children for more than thirty (30) days. A copy of the notice must also be sent to that parent's counsel. The purpose of the notice is "to allow time for mediation of a new agreement concerning custody." (Family Code 3024)

Either party may travel out of the area of residence with the children as long as said travel does not conflict or interfere with other provisions of the order. The parent traveling with the children shall give the other parent at least seven (7) days notice of the dates of departure and return, and the telephone number or address where the traveling parent can be reached in case of emergency.

Each parent shall be entitled to reasonable telephone communication with the children. Each parent shall not interfere with the children's right to privacy during such telephone conversations.

Neither parent shall change the surname of the children or cause the surname to be changed on
medical, dental, school, DMV records, or other legal documents without the consent of the other parent
or order of the Court.

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JUDGMENT DISSOLUTION OF MARRIAGE

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1	The parties shall share physical custody of the minor children pursuant to mutual agreement of
2	the parties. Should the parties not agree, timeshare shall be as follows, except for 2018 the parties shall
3	share each holiday in half. One party morning to 3:00 p.m., the other party 3:00 p.m. to rest of night.
4	 Each party shall have the children on alternating two (2) day periods, days and
5	times pursuant to mutual agreement of the parties.
6	Summer Vacation for two consecutive or non-consecutive weeks. Respondent shall provide Petitioner
7	her proposed schedule by May 1 st each year. If a conflict exists, Petitioner has first choice in all even-
8	numbered years and Respondent in all odd-numbered years. The traveling parent shall provide the other
9	parent with an itinerary including the destination and travel dates in advance of their travel, if they intend
10	to spend overnight visitation away from their home with the children.
11	Holidays/Special Days. (shall always supersede all other schedules)
12	a. Halloween (October 31st): From 6:00 p.m. until 9:00 p.m. Respondent/mother shall
13	have all even-numbered years and Petitioner/father shall have all odd-numbered years.
14	b. Thanksgiving: From the Wednesday before the holiday at 6:00 p.m. until Sunday at 6:00
15	p.m. Petitioner/father shall have all even-numbered years and Respondent/mother shall
16	have all odd-numbered years.
17	c. Christmas Eve/Day: In all even-numbered years, child shall be with Respondent/ mother
18	from December 24 th at 10:00 a.m. until December 25 th at 10:00 a.m., and with
19	Petitioner/father from December 25 th at 10:00 a.m. until December 26 th at 10:00 a.m. in
20	all odd-numbered years, child shall be with Petitioner/father from December 24 th at 10:00
21	a.m. until December 25 th at 10:00 a.m., and with Respondent/mother from December 25 th
22	at 10:00 a.m. until December 26 th at 10:00 a.m.
23	d. New Year's Eve/Day: From December 31 st at 10:00 a.m. until January 1 st at 10:00 a.m.
24	Petitioner/father shall have all even-numbered years and Respondent/mother shall have
25	all odd-numbered years. The year which is ending shall define the year.
26	e. Winter Break: Excluding the Christmas and New Year's schedules as agreed upon
27	above, the remaining days shall be evenly divided into two (2) periods, with exchanges
28	at the halfway point at 6:00 p.m. In all even-numbered years, Respondent/mother shall

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1		have the first period and Petitioner/father shall have the second period. In all
2		odd-numbered years, Petitioner/father shall have the first period and Respondent/mother
3		shall have the second period.
4	f.	Spring Break: From the last day of school, after school, until the evening school starts
5		at 6:00 p.m. The break shall be evenly divided into two periods, with exchanges at the
6		halfway point at 6:00 p.m. In all odd-numbered years, Petitioner/father shall have the
7		first period and Respondent/mother shall have second period. In all even-numbered
8		years, Respondent/mother shall have the first period and Petitioner/father shall have the
9		second period.
10	g.	Easter Sunday: From the Saturday before the holiday at 6:00 p.m. until Easter Sunday
11		at 6:00 p.m. Respondent/mother shall have all odd-numbered years and Petitioner/fathe
12		shall have all even-numbered years. Easter Sunday schedule shall supersede Sprin
13		Break schedule.
14	h.	Mother's Day/Father's Day: Yearly, child shall be with his respective parent on the
15		Sunday holiday, from 10:00 a.m. until 6:00 p.m.
16	i.	Memorial Day Weekend: From the Friday before the holiday at 6:00 p.m. until th
17		Monday holiday at 6:00 p.m Respondent/mother shall have all odd-numbered years and
18		Petitioner/father shall have all even-numbered years.
19	j.	July 4th: From 8:00 a.m. until 9:00 p.m. Petitioner/father shall have all odd-numbere
20		years and Respondent/mother shall have all even-numbered years.
21	k.	Labor Day Weekend: From the Friday before the holiday at 6:00 p.m. until the Monda
22		holiday at 6:00 p.m. Petitioner/father shall have all odd-numbered years an
23		Respondent/mother shall have all even-numbered years.
24	1.	Parents' Birthdays: Yearly, child shall be with his/her respective parent on the
25		birthday, from school drop off or 10:00 a.m. if school is not in session until 10:00 a.m
26		the next day or drop off at school if it is a school day.
27	m,	Child's Birthday: The regular visitation schedule shall commence during the children'
28		respective birthdays.

JUDGMENT DISSOLUTION OF MARRIAGE

If for any reason either parent determines that he or she will be unable to exercise their custodial
 timeshares with the children at any time during which he or she is entitled to do so under this Judgment,
 such parent shall give the other 24 hours prior written notice of unavailability.

Each party shall at all times provide the other with his or her current address and home and work
telephone numbers, place of employment, and e-mail addresses, and shall advise the other of any
changes thereto within 7 days of such change.

7 The parties intend for the herein custody orders to be a final judicial custody determination 8 pursuant to Montenegro v. Diaz (2001) 26 Cal.4th 249, 256. The parties understand, acknowledge, and 9 have been advised that in order to modify the custody orders entered herein, the moving party will be 10 required to establish a significant change of circumstances warranting a modification.

11 Other Orders

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12 The non-custodial parent shall have the right to reasonable daily phone contact with the minor 13 children. The custodial parent shall not monitor the other party's phone calls with the minor children. 14 Each party shall have equal access to all schedules of school and extracurricular activities, school 15 report cards, progress and special reports, medical reports and health care instructions regarding the 16 minor children.

17 Neither party shall make derogatory or disparaging remarks about the other party to or in the18 presence of, or within the hearing of, the minor children.

Each party shall advise all schools and health care provides of the name, address, and phone
numbers of the other party in any registration, enrollment, emergency notification or other forms in
which family information is requested.

Each party shall have first right of refusal to provide childcare during the other parties custodial time.

FINDINGS PURSUANT TO FAMILY CODE 3048

Pursuant to Family Code 3048, the Court finds that: **①** This Court has jurisdiction over the minor children under the Uniform Child Custody Jurisdiction and Enforcement Act (part 3 of the California Family Code, commencing with section 3400); **②** The responding party was given notice and an opportunity to be heard, as provided by the laws of the State of California; **③** Child custody and

JUDGMENT DISSOLUTION OF MARRIAGE

visitation rights of each party are as set forth in the attached Judgment; and ⁽¹⁾ The country of habitual
 residence of the children is the United States of America.

Any violation of the custody/visitation order may subject the party in violation to civil or
criminal penalties, or both.

CHILD SUPPORT

6 Petitioner shall pay to Respondent as and for child support the sum of \$2,000.00 per month per 7 child for a total of \$6,000.00 per month, payable one-half ($\frac{1}{2}$) on the first and one-half ($\frac{1}{2}$) on the 8 fifteenth days of each month, commencing August 1, 2018. Under Family Code §3901(a), this duty of 9 support continues as to an unmarried child who has attained the age of 18 years, is a full-time high 10 school student, and who is not self-supporting, until the time the child completes the 12th grade or attains the age of 19 years, whichever occurs first. Pursuant to Family Code §4065, we agree that we 11 12 are fully informed of our rights under the California Family Code §4000 et. seq. and we make this 13 agreement freely without coercion or duress and the needs of our child will be adequately met under this 14 agreement. The right to support has not been assigned to any county under Section 11477 of the W&I 15 Code and no application for public assistance is pending. This agreement is in the best interests of the child involved. 16

As and for additional child support, Petitioner shall continue to maintain medical and hospitalization insurance for the benefit of the minor children. However, unless the parties agree otherwise, and health insurance coverage is no longer available to Petitioner at reasonable or no cost, then Respondent shall obtain health insurance for the minor children if such insurance is available to her at reasonable or no cost.

Petitioner shall pay any reasonable medical, dental, hospital, orthodontic, optometric, psychiatric, or psychological expenses incurred for the benefit of the minor children that are not covered by insurance. Both parties shall cooperate in the presentation, collection and reimbursement of any related claims. Any reimbursement due from one party to the other under this order or otherwise under Family Code §4063 shall be paid within thirty (30) days of demand in the manner specified in Family Code §4063.

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JUDGMENT DISSOLUTION OF MARRIAGE

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1	As and for additional child support, Petitioner shall pay for all uniforms for both households, an		
2	at Petitioner's discretion, all after school activities.		
3	FINDINGS PURSUANT TO FAMILY CODE 5616		
4	In the event that there is a contract between a party receiving support and a private child support		
5	collector, the party ordered to pay support must pay the fee charged by the private child support		
6	collector. This fee must not exceed 33 1/3 percent of the total amount of past due support nor may		
7	exceed fifty percent (50%) of any fee charged by the private child support collector. The mone		
8	judgment created by this provision is in favor of the private child support collector and the part		
9	receiving support, jointly.		
10	DEPENDENCY EXEMPTION/CREDIT		
11	Petitioner/father shall be entitled to declare the minor children as a dependent on his Federal an		
12	State Income Tax Returns and to claim the accompanying deduction or tax credit for calendar year 201		
13	and all even-numbered years thereafter.		
14	Respondent/mother shall be entitled to declare the minor children as a dependent on her Federa		
15	and State Income Tax Returns and to claim the accompanying deduction or tax credit for calendar yea		
16	2019 and all odd-numbered years thereafter.		
17	SPOUSAL SUPPORT		
18	Petitioner shall pay to Respondent, as and for spousal support, the sum of \$10,000.00 per mont		
19	due and payable one-half on the first and one-half on the fifteenth days of each month commencir		
20	August 1, 2018, and continuing thereafter until the death of either party, or further order of the Court		
21	whichever first occurs.		
22	LIFE INSURANCE		
23	As and for additional spousal support, Petitioner shall obtain a term life insurance policy insurir		
24	his life in the amount of two and a half million dollars (\$2,500,000.00). Said policy shall nam		
25	Respondent, Alexis Bellino as irrevocable beneficiary of said policy for as long as Respondent is eligib		
26	to receive spousal support. Petitioner shall obtain said policy on or before September 30, 2018.		
27	///		
28	111		
	JUDGMENT DISSOLUTION OF MARRIAGE PAGE 9 OF 19 MARRIAGE OF BELLIN		
	Page 46		

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1	RESPONDENT'S MOVE TO MA	RBELLA RESIDENCE
2	On or before midnight on Monday, August 6, 2	2018, Respondent shall vacate the residence
3	located at 27453 Ortega Hwy, San Juan Capistrano, Cal	ifornia. Effective midnight, August 6, 2018,
4	Petitioner is awarded exclusive use and possession of sa	id residence.
5	DIVISION OF COMMUNI	TY PROPERTY
6	Petitioner shall take and is hereby awarded as his	sole and separate property, subject to any and
7	all liens, taxes, liabilities, penaltics, encumbrances and/o	or other obligations thereon, arising therefrom
8	and/or related thereto from which he shall appear, defend,	, pay, indemnify and hold Respondent free and
9	harmless, the following property:	
10	1. Real property located at 27453 O	rtega Hwy., San Juan Capistrano, California
11	92653, with the existing encumb	brance thereon, and all household furniture
12	furnishings, and appliances, and p	personal property contained therein.
13	2. Real property located at 44 Ritz (Cove, Dana Point, California 92629, with th
14	existing encumbrance thereon, a	nd all household furniture, furnishings, an
15	appliances, and personal property	contained therein.
16	3. All bank accounts at Wells Fargo E	Bank, First Foundation, Farmer's & Merchant
17	Bank.	
18	4. All stocks and bonds standing in 1	Petitioner's name.
19	5. All automobiles listed on Petitione	r Schedule of Assets and Debts, attached to hi
20	Preliminary Declaration of Disclo	osure.
21	6. All Jewelry listed in Petitioner	's name on his Preliminary Declaration o
22	Disclosure.	
23	7. All artwork listed on Petitioner's	Preliminary Declaration of Disclosure.
24	8. All investments with Jump Man	agement, all real estate investments with Pa
25	Carter, all investments with Jon H	Kookooksedes, Michael York, and the mobil
26	home investment.	
27	9. The company known as Jump Ma	magement, LLC, including, but not limited to
28	all companies, investments (inclu	uding real estate), businesses, including Jum
	JUDGMENT DISSOLUTION OF MARRIAGE PAGE 10 OF 19	MARRIAGE OF BELLIN

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1	Westminster, cash, or any other assets, real or personal, under the umbrella
2	company known as Jump Management, LLC.
3	Respondent shall take and is hereby awarded as her sole and separate property, subject to any and
4	all liens, taxes, liabilities, penalties, encumbrances and/or other obligations thereon, arising therefrom
5	and/or related thereto from which she shall appear, defend, pay, indemnify and hold Petitioner free and
6	harmless, the following property:
7	1. The real property located at 30451 Marbella Vista, San Juan Capistrano,
8	California 92653, including all household furniture, furnishings, and appliances,
9	and personal property contained therein.
10	2. All Jewelry listed in Respondent's name on her Preliminary Declaration of
11	Disclosure.
12	3. All handbags and purses.
13	4. \$250,000.00 payable to Respondent by Petitioner upon the signing of the
14	Judgment by both parties.
15	Except as otherwise provided in this Judgment, the party awarded any assets shall also be
16	awarded any insurance on the asset and will pay and hold the other party harmless from any
17	encumbrances and liens on the asset, unless concealed by the other party, and any insurance premiums
18	and property taxes on the asset.
19	Each party shall transfer, assign and convey to the other all right, title and interest to any and all
20	real and personal property in the possession of the other or to be transferred to the other.
21	COMMUNITY PROPERTY DEBTS
22	Petitioner shall be assigned and shall assume responsibility for payment of the following
23	community debts, and shall indemnify and hold Respondent free and harmless therefrom, including
24	reasonable attorneys fees and costs related thereto:
25	1. The current mortgage payment on the real property located at 30451 Marbella
26	Vista, San Juan Capistrano, California 92653. If Respondent sells said property,
27	Petitioner will pay off said mortgage prior to the close of escrow.
28	2. 2017 Federal and State Income Taxes.
	JUDGMENT DISSOLUTION OF MARRIAGE PAGE 11 OF 19 MARRIAGE OF BELLINO
	Page 48

1	3. American Express credit card ending in 97008.
2	4. Any Judgment or settlement from the pending lawsuit by Mr. Jason Hughes.
3	REIMBURSEMENT WAIVER
4	As part of the division of the community or co-owned property, each party waives all rights to
5	reimbursement for the following:
6	EPSTEIN credits (In re Marriage of Epstein (1979) 24 Cal.3d 76; 154 Cal.Rptr. 413) and all
7	rights to reimbursement to which they may be entitled as a result of the payment of community or joint
8	obligations since the date of separation, except as may be specifically provided to the contrary in this
9	Judgment;
10	WATTS credits (In re Marriage of Watts (1985) 171 Cal.App.3d at 366, 217 Cal.Rptr. 301) and
11	all rights to reimbursement to which a party or the community may be entitled as a result of one party's
12	use of community or co-owned assets since separation;
13	All rights to reimbursement under Family Code §2640, or otherwise, for separate property
14	contributed to the acquisition or maintenance of community or co-owned property; and,
15	All rights to reimbursement under Family Code §2641, or otherwise, due the community or a
16	party for contributions made by the community or either of the parties to the education or training of a
17	party.
18	EQUAL DIVISION OF COMMUNITY ASSETS AND DEBTS
19	The parties intend by the division of community property set forth hereinabove to effect an equal
20	division of their community property assets and obligations. Thus, the tax basis of each asset allocated
21	to either party under those provisions has not changed and will not change by reason of said division.
22	Each of the parties shall not seek a new tax basis for any asset grounded on any such change or division
23	of property. If either party seeks a new tax basis for any such asset and the other is assessed additional
24	federal and/or state income taxes, interest and/or penalties on the ground that any disposition of assets
25	under the provisions set forth herein constitute a taxable event, the party seeking the new tax basis shall
26	pay, appear, defend, indemnify and hold the other party free and harmless from the amount of any tax
27	liability, interest, penalties, expenses of defense including attorneys' fees and costs and/or CPA fees and
28	costs arising from such act and/or omission by the party seeking the new tax basis.

JUDGMENT DISSOLUTION OF MARRIAGE

MARRIAGE OF BELLINO

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1	SEPARATE PROPERTY
2	Any property and/or accumulations of any nature whatsoever acquired by either of the parties
3	on or after the date of separation, June 20, 2018, shall be and become the sole and separate property of
4	the person acquiring same without any right, title, or interest of the other party therein or thereto.
5	SEPARATE OBLIGATIONS
6	Neither party shall charge, cause or permit to be charged to or against the other, any purchase or
7	purchases which either of them may hereafter make. Neither party shall hereafter create any
8	engagements or obligations in the name of or against the other and shall never hereafter secure of
9	attempt to secure any credit upon or in connection with the other, or his/her name. Each of the parties
10	shall hereafter pay, appear, defend, indemnify and hold the other free and harmless from any and al
11	debts, liabilities and/or other obligations which he/she may hereafter incur and/or incurred after the date
12	of separation, June 20, 2018.
13	ADDITIONAL PROPERTY
14	Each party is hereby awarded as their respective sole and separate property a one-half interes
15	as tenants-in-common in any undisclosed, after discovered or overlooked community property no
16	disposed of in this Judgment. The Court shall reserve jurisdiction to make such further orders as may
17	be required to effectuate the provisions of this paragraph.
18	ACKNOWLEDGMENT RE DEBTS
19	Each party hereto acknowledges that they have been advised that the terms of this Judgmen
20	providing for one party or the other to pay certain debts are not binding on any creditor(s).
21	INCOME TAX RETURNS
22	In the event a Federal and/or State income tax audit shall hereafter occur with regard to any and
23	all Federal and/or State income tax returns filed jointly by the parties, the parties shall, in good faith
24	cooperate with each other in disputing any tax assessment or deficiency, whether the same be by wa
25	of litigation or otherwise. Petitioner and Respondent shall execute and deliver any and all documents
26	instruments and information reasonably necessary and required by the other in the dispute of, or defense
27	of, any assessment or deficiency. Should either party receive notice of such interest, penalty and/o
28	deficiency, he or she shall provide a copy of same to the other party within ten (10) days of its receipt

JUDGMENT DISSOLUTION OF MARRIAGE

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MARRIAGE OF BELLINO

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1	With respect to any and all separate Federal and State income tax returns filed by the parties in
2	previous years, the parties shall pay, appear, defend, indemnify and hold the other free and harmless
3	from any and all liability, debts or obligations arising from the respective single or separate returns.
4	ATTORNEYS' FEES AND COSTS
5	The Court orders each party to assume and pay as his or her sole and separate liability his or her
6	own attorneys fees and Court costs.
7	ENCUMBRANCES AND INSURANCE
8	Unless otherwise provided for herein, whenever an item of property is transferred to a party or
9	confirmed to them as their sole and separate property by this Judgment, and such item of property,
10	whether real or personal, is presently encumbered and/or encumbered in the future, the person to whom
11	said property is transferred or confirmed shall assume said encumbrance(s) and hold the other party free
12	and harmless from any obligation with regard to said encumbrance(s) whether or not so stated in this
13	Judgment.
14	Unless otherwise provided for herein, whenever an asset is transferred to a party or confirmed
15	to them as their sole and separate property by this Judgment, and such asset, whether real or personal,
16	is covered by insurance, of whatever type, said coverage of insurance and any and all benefits therefrom
17	shall belong to, be payable by and inure to the party to whom said asset is transferred or confirmed.
18	EXECUTION OF DOCUMENTS
19	The parties hereto shall, within ten (10) business days upon request, execute any and all
20	documents, consents, waivers, deeds, stock transfers, or other instruments that may be necessary or
21	convenient to consummate any effect of the various provisions set forth herein.
22	In the event either party fails, refuses to or is unable to execute or deliver any document or
23	documents necessary to effectuate or implement the provisions of this Judgment, the Clerk of the
24	Superior Court of the County of Orange shall cause such document(s) to be signed and delivered. The
25	party failing to comply with the request to execute such documents shall pay to the other all attorneys'
26	fees and costs incurred as a result of such failure to so sign.
27	The parties shall, on the demand of the other, execute or deliver any instrument or perform any
28	act reasonably necessary to carry out the provisions of this Judgment without undue delay or expense.

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If either party fails to unreasonably comply with the provisions of this paragraph, such party shall
 reimburse the other for any expense, including reasonable attorneys' fees and costs, that as a result of
 said failure become reasonably necessary for carrying out or enforcing this Judgment. The parties agree
 that the Court shall retain jurisdiction to enforce and effectuate the terms of this Judgment.

ADVICE OF COUNSEL

6 The Court finds that under penalty of perjury, Petitioner and Respondent declare the following: 7 All financial information addressing the extent, nature and value of the community estate, 8 including assets and liabilities, obligations and debts, and each parties' separate estates was provided 9 solely by the parties. Petitioner and Respondent agreed to abstain from engaging in any investigation, 10 discovery, appraisals, due diligence, accounting or financial analysis and/or evaluation of any kind. 11 Petitioner and Respondent have each been advised of their right to engage in discovery, to complete appraisals, to demand accounting and other financial disclosures. Petitioner and Respondent have each 12 made a full and complete waiver of these rights. 13

The Court finds that both parties have entered into this Judgment voluntarily, free from duress,
fraud, undue influence, coercion, or misrepresentation of any kind.

The Court further finds that each party understands and has been advised that the agreements contained herein for one party to assume the obligations of the community for the other party may not be binding on the creditors, and that the creditors may retain rights to seek payment against either party and that obligations to third parties and to each other are subject to possible discharge in bankruptcy.

WARRANTIES

The Court finds that each party warrants that the statements and representations made by each of them is true and correct and constitute a full and accurate disclosure of all facts known by that person. Petitioner and Respondent each acknowledge that each is aware that the other will rely on the representations and warranties set forth herein, agree that said reliance is reasonable and justifiable, and further affirm and acknowledge that should any of the representations set forth herein by either Petitioner or Respondent prove to be false, then the Court shall retain jurisdiction over the division of the assets which are the subject of this Judgment.

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The parties further acknowledge that they are subject to a fiduciary duty in the management and 1 2 control of their community property as defined by California Family Code, which includes, but is not 3 limited to, the obligation to make and fully disclose all material facts and information regarding the existence, characterization and valuation of all assets in which the community has or may have an 4 5 interest and debts for which the community is or may be liable and to provide equal access to all information, records and books pertaining to the character and value of those assets and debts, upon 6 7 receipt. The parties further acknowledge that each has conscientiously endcavored to fulfill the duties 8 of disclosure imposed upon each of them by said Family Code with respect to this Judgment.

9 The parties stipulate, agree and acknowledge that minimal discovery has occurred, that they are 10 entitled to engage in discovery and, to have assets appraised. The parties acknowledge that each has 11 been advised by his/her attorney, and/or each party acknowledges that he/she is hereby advised to have 12 said service(s) performed, but each voluntarily waives the right to do so. Petitioner and Respondent 13 acknowledge that the value of the assets he or she is receiving, and those that he or she is conveying to 14 the other party, as a division of community property, have been determined solely by the parties.

Each party acknowledges that he/she has been specifically advised by their respective counsel, and/or each party hereby acknowledges a full understanding that, in the absence of the above-referred to discovery and appraisal procedures, each attorney is unable to advise as to the reasonableness of said property division. Notwithstanding the foregoing, both Petitioner and Respondent hereby affirm their desire to divide the property which is the subject to this Stipulation, as set forth herein, without further discovery, or appraisal services.

Petitioner and Respondent acknowledge that each has been advised by their respective counsel,
or by virtue of this clause each understands that he/she is urged, to seek independent tax advice from a
tax specialist concerning the tax consequences of this Judgment prior to executing the same.

ACKNOWLEDGMENTS

The Court finds that each party to this Judgment acknowledges and declares that he or she respectively:

Is fully and completely informed as to the facts relating to the subject matter of this Judgment, and as to their rights and liabilities;

JUDGMENT DISSOLUTION OF MARRIAGE

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MARRIAGE OF BELLINO

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1	Enters into this Judgment voluntarily, free from fraud, undue influence, coercion or duress of any
2	kind;
3	Has given careful and mature thought to the making of this Judgment; and
4	Understands each provision of this Judgment.
5	Each party has made a full and accurate disclosure to the other party of all information known
6	or available to that party pertaining to the assets, liabilities, and tax consequences pertaining to the
7	property which is the subject of this Judgment as of the date of this Judgment.
8	Each party has provided an accurate and complete written disclosure of any and all investment
9	opportunities presented to either party since the date of separation.
10	There have been no promises, agreements or undertakings by either of the parties to the other,
11	except as above set forth, or relied upon by either of the parties to the other, except as above set forth,
12	or relied upon by either as a matter of inducement to enter into this Judgment. Each party has read this
13	Judgment and is fully aware of its content and its legal effect.
14	WAIVER OF INTEREST AND FUTURE EARNINGS AND ACQUISITIONS
15	Each party shall own and hold the property received by him or her under the terms of this
16	Judgment, all earnings and other property hereafter acquired by each and acquired after the date of
17	separation, respectively, as his or her sole and separate property, free from any claim of the other (except
18	as specifically provided for herein) or of any creditor of the other by reason of the community property
19	laws of the State of California, or by reason of any law or fact.
20	ENFORCEMENT
21	In the event of any action, or proceeding for the enforcement of any of the provisions of this
22	Judgment, the prevailing party shall be entitled to have and recover from the other party reasonable
23	attorneys' fees and costs, to be fixed by the Court in which such action or proceeding occurs.
24	RECIPROCAL WAIVER OF INHERITANCE
25	Each party relinquishes the right to act as administrator or executor of the estate of the other, all
26	right to inherit from the other, and all right to receive in any manner any property of the other on the
27	death of the other, either under succession laws or under community property laws, or so-called family
28	allowance, except as a devisee, legatee, or beneficiary under any will or other instrument executed by

JUDGMENT DISSOLUTION OF MARRIAGE

MARRIAGE OF BELLINO

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1	either party, or when the other party is named in such capacity, or such right is explicitly provided in this
2	Judgment.
3	MISCELLANEOUS PROVISIONS
4	Each party shall have the right to live separate from the other without interference or harassment.
5	The parties may not alter, amend, or modify this Judgment except by an instrument in writing
6	executed by both of them.
7	This Judgment shall be governed by, and construed with, the laws of the State of California.
8	This Judgment, except as otherwise expressly provided herein, shall be binding on, and shall
9	inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns, and
10	successors in interest of the parties.
11	If any provision of this Judgment is held by a Court of competent jurisdiction to be invalid, void,
12	or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without
13	being impaired or invalidated in any way.
14	The parties agree that, prior to the Court's execution of this stipulated judgment, title to any asset
15	identified herein may be transferred to either party, individually and as their sole and separate property,
16	so long as the transfer is consistent with the division of assets contained herein or the transfer is made
17	after obtaining the consent of the party whose interest in the asset would be adversely affected by the
18	transfer. If a transfer consistent with this provision is made and the Court rejects this stipulated
19	judgment, the party to whom title was transferred agrees that a constructive trust may be imposed over
20	the asset transferred to them until such time as the Court approves a full and final division of the parties'
21	assets.
22	RETENTION OF JURISDICTION
23	The Orange County Superior Court shall retain, in addition to the jurisdiction specifically
24	mentioned elsewhere in this Judgment the jurisdiction to:
25	Supervise the payment of any obligation to be paid by the terms of this Judgment;
26	Supervise the division and confirmation of assets by the terms of this Judgment;
27	Supervise the execution of any document required or reasonably necessary to carry out the terms
28	of this Judgment; and
	JUDGMENT DISSOLUTION OF MARRIAGE PAGE 18 OF 19 MARRIAGE OF BELLINO
	Page 55

Supervise the overall enforcement of this Judgment, 1 BOTH PARTIES REPRESENT THAT THEY HAVE READ THIS STIPULATED JUDGMENT 2 3 AND HAVE ENTERED INTO IT VOLUNTARILY WITHOUT UNDUE INFLUENCE, FRAUD, COERCION OR MISREPRESENTATION. BOTH PARTIES FURTHER DECLARE THAT THEY 4 UNDERSTAND THE TERMS AND PROVISIONS SET FORTH IN THIS JUDGMENT AND ARE 5 б FULLY AWARE OF ITS CONTENTS AND LEGAL EFFECTS AND THAT THEY BELIEVE THE TERMS OF THIS JUDGMENT TO BE FAIR AND EQUITABLE. BOTH PARTIES FURTHER 7 ACKNOWLEDGE THAT THEY KNOWINGLY AND FREELY APPROVE ANY AND ALL OF THE 8 9 TERMS OF THIS STIPULATED JUDGMENT. 10 11 THE FOREGOING IS AGREED TO BY: 12 13 Dated: INO, Petitioner. 14 8/2/18 15 Dated: INO, Respondent. 16 APPROVED AS CONFORMING TO THE AGREEMENT OF THE PARTIES: 17 18 8-3-18 19 Dated: DALL W. BISSON, Attorney for Petitioner. 20 IT IS SO ORDERED: 21 22 AUG 2 7 2018 23 Dated: JUDGE/COMMISSIO Court 24 JUDGE LON. F. HURWITZ 25 26 27 28 JUDGMENT DISSOLUTION OF MARRIAGE PAGE 19 OF 19 MARRIAGE OF BELLINO

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certific individ certific	ry public or other of cate verifies only it lual who signed the cate is attached, and cy, or validity of th	te identity of document d not the tru	of the this to which this to which this to which the this to which the this to which the the the the the the the the the th
STATE OF CAL	IFORNIA)	
COUNTY OF C	RANGE)	SS.
on A	iquat DM	2018	. 2018, before me, Colloch D Stormans,
-Notary	Zabolic		personally appeared ALEXIS BELLINO

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that transfer they executed the same in the her instrument autorized capacity(is), and that by transfer they are instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

TOMAADUNA.

NOTARY PUBLIC

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	FL-170
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): RANDALL W. BISSON SBN: 75845 Law Offices of Randall W. Bisson 22672 Lambert Street, Suite 615 LAKE FOREST, CA 92630 TELEPHONE NO:: .949,472,4144 FAX.NO. (Optione):949,770.6390 MAIL ADDRESS (Optione):	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER
ATTORNEY FOR (Name): JAMES BELLINO	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 341 The City Drive South MAILING ADDRESS: 341 The City Drive South CITY AND ZIP CODE: Orange, 92868-3205 BRANCH NAME: Lamoreaux Justice Center	AUG 2 / 2018 Mat DAVID H. YAMASAKI, Clerk of the Count BY:M. TRAN, DEPUTY
PETITIONER: JAMES BELLINO	
RESPONDENT: ALEXIS BELLINO	
DECLARATION FOR DEFAULT OR UNCONTESTED	CASE NUMBER:
	18D 005217
 (2) The default of the respondent was entered or is being requested, and is petition; and (3) The following statement is true (<i>check one</i>): (A) There are no assets or debts to be disposed of by the court. (B) The community and quasi-community assets and debts are its <i>Declaration</i> (form FL-160), which includes an estimate of the court. 	sted on the completed current <i>Property</i> value of the assets and debts that I propose
to be distributed to each party. The division in the proposed J division of the property and debts, or if there is a negative est	
 b. X Default with agreement (1) No response has been filed and the parties have agreed that the matter notice; and (2) The parties have entered into a written agreement regarding their proper rights, including support, the original of which is being or has been submapprove the agreement. 	rty and their marriage or domestic partnership
 c. Uncontested (1) Both parties have appeared in the case; and (2) The parties have entered into a written agreement regarding their proper rights, including support, the original of which is being or has been submapprove the agreement. 	
 Declaration of disclosure (check a, b, or c): a. Both the petitioner and respondent have filed, or are filing concurrently, a L of Disclosure (form FL-141) and an income and Expense Declaration (form 	
b. This matter is proceeding by default. I am the petitioner in this action and h Declaration of Disclosure (form FL-140) with the court. I hereby waive rece FL-140) from the respondent.	lipt of the final Declaration of Disclosure (form
c. This matter is proceeding as an uncontested action. Service of the final De waived by both parties. A waiver provision executed by both parties under and Waiver of Final Declaration of Disclosure (form FL-144), in the settlem another, separate stipulation.	penalty of perjury is contained on the Stipulation
Torm Adopted for Mandatory Use DECLARATION FOR DEFAULT OR UNCON Judical Council of California DISSOLUTION OR LEGAL SEPARAT	VTESTED Family Code, § 2338

SOLUTION OR	LEGAL	SEPARATI	C
(Farr	illy Law)		

Viestian Doc & Force Builder

PETITIONER: JAMES BELLINO	CASE NUMBER:
RESPONDENT: ALEXIS BELLINO	18D 005217
 Child custody and visitation (parenting time) should be ordered as see a. A The information in <i>Declaration Under Uniform Child Custody Jui</i> has A the information in <i>Declaration Under Uniform Child Custody Jui</i> has A the information in <i>Declaration Under Uniform Child Custody Jui</i> has A the information in <i>Declaration Under Uniform Child Custody Jui</i> has A the information in <i>Declaration Under Uniform Child Custody Jui</i> has A the information in <i>Declaration Under Uniform Child Custody Jui</i> has A the information in <i>Declaration Under Uniform Child Custody Jui</i> has A the information in <i>Declaration Under Uniform Child Custody Jui</i> There is an existing court order for custody/parenting time in an The case number is (<i>specify</i>): A the current custody and visitation (parenting time) previously on Contained on Attachment 8c. 	risdiction and Enforcement Act (UCCJEA) (form FL-1) th the court. (If changed, atlach updated form.) other case in (county):
d Facts in support of requested judgment (<i>in a default case, state</i> Contained on Attachment 6d.	your reasons below):
 Child support should be ordered as set forth in the proposed Judgmera. If there are minor children, check and complete item (1) if applicable and (1) Child support is being enforced in another case in (county): The case number is (specify): (2) The information in the child support calculation attached to the personal knowledge. (3) I request that this order be based on the petitioner's of my estimate of earning ability are (specify): Continued on Attachment 7a(3). 	l item (2) or (3):
 b. Complete items (1) and (2) regarding public assistance. (1) 1 am receiving am not receiving Intend to apply 	
 listed in the proposed order. (2) To the best of my knowledge, the other party is X is not c. The petitioner respondent is presently receiving public payable to the local child support agency at the address set forth in the child support agency has signed the proposed judgment. Spousal, Partner, and Family Support (If a support order or attorney fees a Expense Declaration (form FL-150) unless a current form is on file. Include ye Check at least one of the following.) a. I knowingly give up forever any right to receive spousal or partner set. 	assistance, and all support should be made proposed judgment. A representative of the local are requested, submit a completed income and our best estimate of the other party's income.

DECLARATION FOR DEFAULT OR UNCONTESTED DISSOLUTION OR LEGAL SEPARATION (Family Law)

	PETITIONER: JAMES BELLINO	
-		18D 005217
	RESPONDENT: ALEXIS BELLINO	
9.	Parentage of the children of the petitioner and responden ordered as set forth in the proposed Judgment (form FL-1	t born prior to their marriage or domestic partnership should be 80).
	a. A Voluntary Declaration of Paternity is attached	
	 b. Parentage was previously established by the cc The case number is (specify): 	ourt in (county):
	Written agreement of the parties attached here	or to the Judgment (form FL-180).
10.	Attorney fees should be ordered as set forth in the propo	- , .
	facts in support in form FL-319 other (specify facts below):	
11.	The judgment should be entered nunc pro tunc for the foll	owing reasons (specify);
12.	The petitioner respondent requests restoration (form FL-180).	n of his or her former name as set forth in the proposed <i>Judgm</i>
13.	There are irreconcilable differences that have led to the irremed there is no possibility of saving the marriage or domestic partner	
14.	This declaration may be reviewed by a commissioner sitting as request or require my appearance under Family Code section 2	
15.	STATEMENTS IN THIS BOX AP If this is a dissolution of marriage or of a domestic partnership of have been residents of this county for at least three months and and immediately preceding the date of the filing of the petition for	reated in another state, the petitioner and/or the respondent I of the state of California for at least six months continuously
16.	I ask that the court grant the request for a judgment for dissolut differences and that the court make the orders set forth in the p	ion of marriage or domestic partnership based on irreconcilable roposed <i>Judgment</i> (form FL-180) submitted with this declaration
17.	This declaration is for the termination of marital or dome over all issues whose determination is not requested in the	estic partner status only. I ask the court to reserve jurisdiction is declaration.
18.	THIS STATEMENT APPLIES OF I ask that the court grant the request for a judgment for legal se court make the orders set forth in the proposed <i>Judgment</i> (form I understand that a judgment of legal separation does not t	FL-180) submitted with this declaration.
	still married or a partner in a domestic partnership.	annuar a mannabe or demons betweening and mar lan
19.	Ciller (specify):	
	••••	
l de	eclare under penalty of perjury under the laws of the State of Calf le:August 2, 2018 //ES BELLINO	fornia that the foregoing is true and correct.
Jat	~ August 2, 2018	Stephene
		■
JAN	AES BELLINO	(SIGNATURE OF DECLARANT)

-	PETTIONER: JAMES BELLINO	GASE NAMEER
	RESPONDENT; ALEXIS BELLINO	18D 005217
	Parentage of the children of the petitioner and respondences as set forth in the proposed <i>Judgment</i> (form e. A Voluntary Declaration of Paternity is attact b Parentage was previously established by the case number is (specify):	ched.
	Written agreement of the parties attached	here or to the Judgment (form FL-180).
D.	Attorney fees should be ordered as set forth in the texts in support in form FL-319 other (specify facts below):	proposed <i>Judgment</i> (form FL-180)
٢.	The judgment should be entered nunc pro tunc for the	ne following reasons (specify);
2	The petitioner respondent requests restr (form FL-180).	pration of his or her former name as set forth in the proposed <i>Juagme</i> s
	Numerican and a second state of a second state of the second state	
•.	There is no possibility of saving the marriage or domestic (remediable breakdown of the marriage or domestic partnership, and partnership through counseling or other means.
	there is no possibility of saving the maniage or domestic	partnership through counseling or other means. Ing as a temporary judge, who may determine whether to grant this
ı. 	there is no possibility of saving the marriage or domestic (This declaration may be reviewed by a commissioner sittle request or require my appearance under Family Code set STATEMENTS IN THIS BO If this is a dissolution of marriage or of a domestic partner	partnership through counseling or other means, ng as a temporary judge, who may determine whether to grant this clear 2338. X APPLY ONLY TO DISSOLUTIONS ship created in another state, the petitioner and/or the respondent is and of the state of California for at least for months continuously
I. 	there is no possibility of saving the marriage or domestic p This declaration may be reviewed by a commissioner sitti request or require my appearance under Family Code set STATEMENTS IN THIS BO If this is a dissolution of marrage or of a domestic partner have been realdents of bis county for at least three month and immediately preceding the date of the fung of the pet I ask that the count grant the request for a judgment for di-	bartnership through counseling or citier means, ing as a temporary judge, who may determine whether to grant this don 2338. X APPLY ONLY TO DISSOLUTIONS ship created in another state, the petitioner and/or the respondent is and of the state of California for at least fex months continuously ition for dissolution of martage or domestic partnership. assolution of merriage or domestic partnership.
4 . 5.	there is no possibility of saving the marriage or domestic p This declaration may be reviewed by a commissioner sitti request or require my appearance under Family Code set STATEMENTS IN THIS BO If this is a dissolution of mamage or of a domestic partner have been residents of this county for at least three month and immediately preceding the date of the fung of the pet I ask that the court grant the request for a judgment for di- differences and that the court make the orders set forth in	partnership through counseling or other means, ing as a temporary judge, who may determine whether to grant this close 2338. X APPLY ONLY TO DISSOLUTIONS ship created in another state, the petitioner and/or the respondent is and of the state of California for at least six months continuously ition for dissolution of marriage or domestic partnership, asolution of merriage or domestic partnership, asolution of merriage or domestic partnership based on irreconcilable the proposed <i>Judgment</i> (form FL-180) submitted with this declaration domestic partner status only, I ask the court to reserve jutisdiction
4. 5. 7.	there is no possibility of saving the marriage or domestic (This declaration may be reviewed by a commissioner sittle request or require my appearance under Family Code set STATEMENTS IN THIS BO If this is a dissolution of marriage or of a domestic partner have been realisering of this county for at least three month and immediately preceding the date of the filling of the pet 1 ask that the court grant the request for a judgment for di- differences and that the court make the orders set forth in This declaration is for the termination of marital or over all issues whose determination is not request THIS STATEMENT APPLIE 1 ask that the court grant the request for a judgment for lais court make the orders set forth in the proposed Judgment	bartnership through counseling or other means. Ing as a temporary judge, who may determine whether to grant this daw 2338. X APPLY ONLY TO DISSOLUTIONS ship created in another state, the petitionar and/or the respondent is and of the state of California for at least six months continuously ition for dissolution of marriage or domestic partnership. solution of merriage or domestic partnership solution of merriage of consets partnership based on irreconcitable the proposed <i>Judgment</i> (form FL-180) submitted with this <i>declaration</i> . domestic partner status only. I ask the court to reserve jurisdiction d in this declaration. ES ONLY TO LEGAL SEPARATIONS gill esparation based on irreconcitable differences and that the
4. 5. 8. 7.	there is no possibility of saving the marriage or domestic p This declaration may be reviewed by a commissioner sitt request or require my appearance under Family Code set STATEMENTS IN THIS BO If this is a dissolution of mamage or of a domestic partner have been residents of this county for at least three mont and immediately preceding the date of the fung of the pet i ask that the court grant the request for a judgment for di- differences and that the court make the orders set fath in This declaration is for the termination is not request over all issues whose determination is not request THIS STATEMENT APPLIE I ask that the court grant the request for a judgment for E- outr make the orders set forth m the proposed <i>Judgment</i> 1 understand that a judgment of legal separation does	bartnership through counseling or other means. Ing as a temporary judge, who may determine whether to grant this dawn 2338. X APPLY ONLY TO DISSOLUTIONS ship created in another state, the petitioner and/or the respondent is and of the state of California for at least six months continuously ition for dissolution of marilage or domestic partnership. solution of marilage or domestic partnership solution of marilage or domestic partnership solution of marilage or domestic partnership. assolution of marilage or domestic partnership. assolution of marilage or domestic partnership. Solution for dissolution of marilage of domestic partnership. Solution of marilage or domestic partnership. Based Judgment (form FL-180) submitted with this declaration domestic partner status only. I ask the court to reserve jurisdiction d in this declaration. Ball expansion based on irreconcitable differences and that the (form FL-180) submitted with this declaration.
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4. 5. 6. 7, 8 8	there is no possibility of saving the marriage or domestic p This declaration may be reviewed by a commissioner sitt request or require my appearance under Family Code ser STATEMENTS IN THIS BO If this is a dissolution of mamage or of a domestic partner have been residents of this county for at least three month and immediately preceding the data of the filing of the pet I set that the court grant the request for a judgment for di- differences and that the court make the orders set forth in This declaration is for the termination is not request over all issues whose determination is not request THIS STATEMENT APPLIE I ask that the court grant the request for a judgment for least that the court grant the request for a judgment for least that the court grant the request for a judgment for least understand that a judgment of legal separation does still married or a partner in a domestic partnership. Other (specify).	bartnership through counseling or other means. Ing as a temporary judge, who may determine whether to grant this dawn 2338. X APPLY ONLY TO DISSOLUTIONS ship created in another state, the peridioner and/or the respondent is and of the state of California for at least six months continuously ition for dissolution of marriage or domestic partnership. ssolution of marriage or domestic partnership based on irreconcitable the proposed Judgment (from FL-160) submitted with this declaration domestic partner status only. I ask the court to reserve jurisdiction d in this declaration. ES ONLY TO LEGAL SEPARATIONS gal esparation based on irreconcitable differences and that the (from FL-160) submitted with this declaration. I not terminate a marriage or domestic partnership and that I am
4. 5. 6. 7. 8 8	there is no possibility of saving the marriage or domestic p This declaration may be reviewed by a commissioner sitt request or require my appaarance under Family Code ser STATEMENTS IN THIS BO If this is a dissolution of marriage or of a domestic partner have been residents of this county for at least three month and immediately preceding the data of the filling of the pet I sak that the court grant the request for a judgment for di- differences and that the court make the orders set forth in This declaration is for the termination is not request THIS STATEMENT APPLIE I sak that the court grant the request for a judgment for least that the court grant the request for a judgment for least THIS STATEMENT APPLIE I sak that the court grant the request for a judgment for least court make the orders set forth in the proposed Judgment I understand that a judgment of legal separation does still married or a partner in a domestic partnership. Other (specify).	bartnership through counseling or other means. Ing as a temporary judge, who may determine whether to grant this dawn 2338. X APPLY ONLY TO DISSOLUTIONS ship created in another state, the peridioner and/or the respondent is and of the state of California for at least six months continuously ition for dissolution of marriage or domestic partnership. ssolution of marriage or domestic partnership based on irreconcitable the proposed Judgment (from FL-160) submitted with this declaration domestic partner status only. I ask the court to reserve jurisdiction d in this declaration. ES ONLY TO LEGAL SEPARATIONS gal esparation based on irreconcitable differences and that the (from FL-160) submitted with this declaration. I not terminate a marriage or domestic partnership and that I am

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¥	FL-144
ATTORNEY OR FARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COUNT USE ONLY
_RANDALL W, BISSON SBN: 75845	
Law Offices of Randall W. Bisson	
22672 Lambert Street, Suite 615	
LAKE FOREST, CA 92630 TELEPHONE NO.: 949.472.4144 FAX NO. (Optional): 949.770.6390	FILED
E-MAIL ADDREBS (Optional):	SUPERIOR COURT OF CALIFORNIA
ATTORNEY FOR (Name): JAMES BELLINO	SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER
SUPERIOR COUNT OF CALIFORNIA, COUNTY OF ORANGE	
STREET ADDRESS: 341 The City Drive South	
MALING ADDRESS: 341 The City Drive South	DAVID H. YAMANAKI, Clark of the Court
CITY AND ZIP CODE Orange, 92868-3205	
BRANCH NAME: Lamoreaux Justice Center	BY: M. TRAN DEPUTY
PLAINTIFF/ PETITIONER: JAMES BELLINO	- Barbaron - Barbar
DEFENDANT/ RESPONDENT: ALEXIS BELLINO	
OTHER:	{
	GASE NUMBER:
STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE	
	18D 005217
I. Under Family Code section 2105(d), the parties agree to waive the requirements of Far final declaration of disclosure.	nily Code section 2105(a) concerning the
2. The parties agree as follows:	
 We have compiled with Family Code section 2104, and the preliminary declarations exchanged, 	of disclosure have been completed and
 We have completed and exchanged a current <i>income and Expense Declaration</i> (for information on each party's earnings, accumulations, and expenses. 	rm FL-150) that includes all material facts and
c. We have fully complied with Family Law section 2102 and have fully augmented the including disclosure of all material facts and information on	a preliminary declarations of disclosure,
(1) the characterization of all assets and liabilities,	
(2) the valuation of all assets that are community property or in which the communi	ty has an interest, and

d. Each of the parties enters into this waiver knowingly, intelligently, and voluntarily.

- e. Each party understands that this waiver does not limit the legal disclosure obligations of the parties but rather is a statement under penalty of perjury that those obligations have been fulfilled.
- f. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

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

Date:

5

James Belling (Type or print name)

Alexis Bellino

(TYPE OR PRINT NAME)

Signature Attached Via Facsimile Signature[®] Mittached

174 1. Jacsittile (BIGNATURE OF RESPONDENT)

Form Approved for Optional Use Judical Council of California FL-144 [Rev. January 1, 2007] STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE Page 1 of 1 Family Code, §§ 2102, 2104, 2105(d) www.coutinta.ca.gov WedurDctifantaider

	FL-144
ATTORNEY OR PARTY WITHOUT ATTOPHIEY Mome State Burrumber and basenes	FOR COURT USE ONLY
RANDALL W, BISSON SBN: 75845	
Law Offices of Randall W. Bisson	
22672 Lambert Street, Suite 615	
LAKE FOREST, CA 92630	
TELEFHORE 40. 949,472 4144 (AX 45 SAMPL 949,770.6390	
L-VA4. ALDFESS (COULS'	
ATTORNEY FOR INAME, JAMES BELLINO	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF OR ANGE	
STREET ADDRESS 341 The City Drive South	
MALING ADDRESS 341 The City Drive South	
CITY AND 20 CODE OF TANKE, 92868-3105	
BRANCH MARKE Lamoreaux Justice Center	
PLAINTIFF/ PETITIONER, JAMES BELLINO	
DEFENDANT' RESPONDENT ALENIS BELLINO	
OTHER	
	CASE NUMBER
STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE	A MARK AND
	18D 005217

1. Under Family Code section 2105(d), the parties agree to waive the requirements of Family Code section 2105(a) concerning the final declaration of disclosure.

2. The parties agree as follows:

*

 We have complied with Family Code section 2*04, and the preliminary doclarations of disclosure have been completed and exchanged.

- b. We have completed and exchanged a current *Income and Expense Declaration* (form FL-150) that includes all material facts and information on each party's earnings, accumulations, and expenses.
- c. We have fully complied with Family Law socion 2102 and have fully augmented the prefiminary declarations of disclosure, including disclosure of all material facts and information on
 - (1) the characterization of all assets and faoilities,
 - (2) the valuation of all assets that are community property or in which the community has an interest, and(3) the amounts of all community debts and obligations.
- d. Each of the parties enters into this waiver knowingly, intelligently, and voluntarily.
- e. Each party understands that this waiver does not limit the legal disclosure obligations of the parties but rather is a statement under penalty of partury that those obligations have been fulfilled.
- It. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

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

Date: 8-0-18

James Bellino

TYPE OR PHINT MALLET

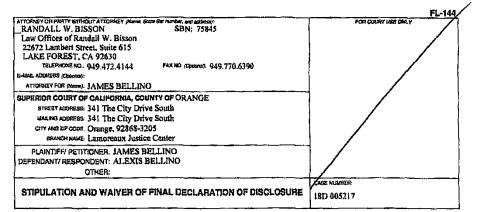
TYPE CH PRINT NAVE

(SIGNATURE OF PETITIONER)

<u>Mexis Bellino</u>

Form Approved for Coloria Lee Judit to Council of California (1, 144 'Nev January 1, 2007'

STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE Paga 1 of 1 Fam y Cods. [5 2*62, 2105-c) wate countries of gov testurities from Liftern Liftern



1. Under Family Code section 2105(d), the parties agree to waive the requirements of Family Code section 2105(a) concerning the final declaration of disclosure.

2. The parties agree as follows:

- e. We have complied with Family Code section 2104, and the preliminary declarations of disclosure have been completed and exchanged.
- b. We have completed and exchanged a current income and Expense Declaration (form FL-150) that includes all material laces and information on each party's earnings, ecountulations, and expenses.
- c. We have fully compiled with Family Law section 2102 and have fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information on
 - (1) the characterization of all assets and liablides,

.

- (2) the valuation of all assets that are community property or in which the community has an interest, and
- (3) the amounte of all community debts and obligations.
- d. Each of the parties enters into this waiver knowingly, intelligently, and voluntarily.
- Each party understands that this waiver does not limit the legal disclosure obligations of the parties but rather is a statement under penalty of partury that those obligations have been fulfilled.
- f. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

The petitioner and respondent declare under penalty of perfury under the laws of the State of California that the foregoing is true and correct.

Date: 8 2-18	1	
Innes Bellino		RGNATURE OF PETITIONER)
Alexis Bellino		OVATURE OF RESPONDENT)
Form Approved for Optional Use Justical Control of Optional 21-144 (Rev. Januari 1, 2007)	STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE	Page 1 of 1 Family Code, §§ 2102, 2104, 2105:07 move countries to appear move to stand barry

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		FL-141
ATTORNEY OR PARTY WITHOUT AT	TORNEY (Name, State Bar number and address)]
ALEXIS BELLINO	SBN:	
30451 Marbella Vista		
San Juan Capistrano, Cali	fornia	FILED
TELEPHONE NO 949.303.800	O FAX NO	THEFT OF COLURY OF CALIFORNIA
E-MAIL ADDRESS: ATTORNEY FOR (Alame): ALEXI!	S DET L NYO	
	IFORNIA, COUNTY OF ORANGE	LAMOREAUX JUSTICE CENTER
STREET ADDRESS: 341 The C		AUG 2 7 2018 NOT
MAUNG ADDRESS 341 The C	ity Drive South	
CITY AND ZOP CODE: Orange, 92	868-3205	DAVID H. YAMASAKI, Clerk of the Court
BRANCH NAME Lamoreau		ا
	AMES BELLINO LEXIS BELLINO	BY: <u>M. TRAN</u> DEPUTY
OTHER PARENT/PARTY:	ILEXIS BELLINO	(
	PEAL PROVACE OF DEAL 4D L TON OF	
	REGARDING SERVICE OF DECLARATION OF AND INCOME AND EXPENSE DECLARATION	CASE NUMBER: 18D 005217
Petition		
X Respon	ndent's Final	
1. I am the attorney	for petitioner X respondent in this matter.	
2. Petitioner's	[X] Respondent's Preliminary Declaration of Disclosure (for	n FL-140), current [*] income and Expense
	50), completed Schedule of Assets and Debts (form FL-142) or	
	160) with appropriate attachments, all tax returns filed by the p	
<u>. </u>	s, and all other required information under Family Code section	
the other party	X the other party's attorney by personal sen	ice X mail
Other (specify);	15	
on (date): 7/27/	(8	
3. Petitioner's	Respondent's Final Declaration of Disclosure (form FL-14)	0), current* Income and Expense Declaration
	ted Schedule of Assets and Debis (form FL-142) or Community	
FL-160) with attachme	nts, and the material facts and information required by Family t	Code section 2105 were served on:
the other party	other party's attorney by personal service	mail [
Other (specify):		
on (date):		
4. Sondon of		
	Petitioner's Respondent's preliminary [final declaration of disclosure
	nd expense declaration has been waived as follows: greed to waive final declaration of disclosure requirements und	in Femily Carlo soution 3105/d \
· · · ·	(be used for this purpose.) The waiver [1] was filed on (def	
	at the same time as this form.	-7-
	i failed to comply with disclosure requirements, and the court ha	ananteri the request for voluniary veiver of
	Family Code section 2107 on (date).	m framed and reducer for Amarinal March of
	auit proceeding that does not include a stipulated judgment or a	ettlement soresment. Petitioner waives final
	quirements under Family Code section 2110.	
"Current is defined as com	pleted within the past three months providing no facts have ch	anced. (Cal. Rules of Court. rule 5,260.)
	, -	
	perjury under the laws of the State of California that the forego	ing is true and correct.
Date: 7-37-18	That 8 MA	Bo de
ALEXIS BELLINO	10110 00 10	Du-
(TYPE OR P	UNT NAME)	SUGATURE
Γ	NOTE: File this document with the cour	t. 1
	Do not file a copy of the Preliminary or Final Declaration	
	any attachments to either declaration of disclosure with	
<u>.</u>		Page 1 of
Form Adopted for Mandatory US6 Judicial Counce of Galilornea	DECLARATION REGARDING SERVICE OF DECLA	the pate and
FL-141 (Rev. July 1, 2013)	DISCLOSURE AND INCOME AND EXPENSE DECI	ANATION promodults ce ga
	(Family Law)	Distignation is Free-Banky

	•	•
ATTORNEY OF DATTY HATLES A	ATTORNEY (Name, State Bar number, and address);	FL-141
RANDALL W. BISSON		
Law Offices of Randall		
22672 Lambert Street, S LAKE FOREST, CA 92		FHED
TELEPHONENO: 949.472.4		SUPERIOR COURT OF CALIFORNIA
E-MAIL ADDRESS		SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER
ATTORNEY FOR (Name): JAME		
STREET ADDRESS: 341 The	LIFORNIA, COUNTY OF ORANGE City Drive South	AUG 2 7 2018 Na
MAILING ADDRESS: 341 The	City Drive South	DAVID H. YAMAGAKI, Clerk of the Court
CITY AND ZIP CODE: Orange, S BRANCH NAME: Lamorea	92868-3205 ny Justice Center	
	JAMES BELLINO	BY:,DEPUTY
	ALEXIS BELLINO	
OTHER PARENT/PARTY:		
DECLARATIO	N REGARDING SERVICE OF DECLARATION OF	CASE NUMBER:
DISCLOSURI		18D 005217
	ondents Final	
1. I am the X attorne	ey for X petitioner respondent in this matter.	
2. X Petitioner's	Respondent's Praiminary Declaration of Disclosure (for	m FL-140), current* Income and Expense
Declaration (form FL	-150), completed Schedule of Assets and Debts (form FL-142) of	r Community and Separate Property
	L-160) with appropriate attachments, all tax returns filed by the p es, and all other required information under Family Code section	
X the other party		· · · · · ·
Other (specify)		
on (date):		
	127,2018	
3. Petitioner's	Respondent's Final Declaration of Disclosure (form FL-14 leted Schedule of Assets and Debts (form FL-142) or Communit	
FL-160) with attachm	tents, and the material facts and information required by Family	Code section 2105 were served on:
the other party	other party's attorney by personal service	mail
Other (specify):		
on (date):		
4		
4. Service of	Petitioner's Respondent's preliminary	final declaration of disclosure
	and expense declaration has been waived as follows: agreed to waive final declaration of disclosure requirements und	ler Esmily Code section 2105(d.)
	ay be used for this purpose.) The waiver []] was filed on (dat	•
No. of Lot of Lo	d at the same time as this form.	,
b. DThe party ha	s failed to comply with disclosure requirements, and the court h	as granted the request for voluntary waiver of
receipt unde	er Family Code section 2107 on (date):	
c. This is a de	fault proceeding that does not include a stipulated judgment or a	settlement agreement. Petitioner walves final
	equirements under Family Code section 2110.	
*Current is defined as co	mpleted within the past three months providing no facts have ch	anged. (Cal. Rules of Court, rule 5.260.)
	of perjury under the laws of the State of California that the forego	ing is true and correct.
Date: 7-2718	$\langle \gamma \rangle$	loorisa
RANDALL W. BISSON	Can	fall W. grosson
(TYPE OR	PRINT NAME,	SIGNATURE
	NOTE: File this document with the cour	nt.
	Do not file a copy of the Preliminary or Final Declaratio	
	any attachments to either declaration of disclosure wit	
······································		Page 1 of 1
Form Adopted for Mandatory Use Judicial Council of California	DECLARATION REGARDING SERVICE OF DECLA	2105, 2106, 2112
FL-141 [Rev. July 1, 2013]	DISCLOSURE AND INCOME AND EXPENSE DECI (Family Law)	LARATION www.courts.co.gov Established
	())	

	FL-16
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): RANDALL W. BISSON SBN: 75845	FOR COURT USE ONLY
Law Offices of Randall W. Bisson	
22672 Lambert Street, Suite 615	
LAKE FOREST, CA 92630	
TELEPHONE NO.: ,949,472,4144 FAX NO. (Optional):949,770,6390	SUPERIOR COURT OF CALIFORNIA
E-MAIL ADDRESS (Optional):	COUNTY OF ORANGE LAMORFAUX JUSTICE CENTER
ATTORNEY FOR (Name): JAMES BELLINO	LAMORPAUX JUSTICE CENTER
SUPERIOR COURT OF CALIFORNIA, COUNTY OF OR ANGE	AUG 0 8 2018 M
STREET ADDRESS: 341 The City Drive South MAILING ADDRESS: 341 The City Drive South	DAVID H. YAMASAAI, Gerk of the Court
CITY AND ZIP CODE: Orange, 92868-3205	
BRANCH NAME: Lamoreaux Justice Center	BY:
PETITIONER: JAMES BELLINO	
RESPONDENT: ALEXIS BELLINO	
REQUEST TO ENTER DEFAULT	CASE NUMBER:
	18D 005217
. To the clerk: Please enter the default of the respondent who has failed to respond to	the petition.
A completed Income and Expense Declaration (form FL-150) or Financial Statement	(Simplified) (form FL-155)
Is attached II is not attached.	
A completed Property Declaration (form FL-160) _ Is attached X is not atta	iched
because (check at least one of the following):	
 (a) there have been no changes since the previous filing. (b) X the issues subject to disposition by the court in this proceeding are the subject to disposition. 	
	• -
	m. Code. § 2330.5.)
(e) there are no issues of division of community property.	
(f) this is an action to establish parental relationship.	
(f) this is an action to establish parental relationship.	
(f) this is an action to establish parental relationship.	feel caller
(f) this is an action to establish parental relationship.	Hall Cr. Ban
(f) this is an action to establish parental relationship. Date: August 7, 2018 ANDALL W. BISSON (TYPE OR PRINT NAME) (8	dall Cr. Rein
(f) this is an action to establish parental relationship. Date: August 7, 2018 ANDALL W. BISSON (TYPE OR PRINT NAME) (3 Declaration	Hanature of (ATTORNEY FORJ PETITIONER)
(f) this is an action to establish parental relationship. Date: August 7, 2018 (TYPE OF PRINT NAME) (S) (S) (C) (C) (C) (C) (C) (C) (C) (C) (C) (C	RENATURE OF (ATTORNEY FOR) PETITIONER)
(f) this is an action to establish parental relationship. Date: August 7, 2018 (TYPE OF PRINT NAME) (S) CARDALL W. BISSON (TYPE OF PRINT NAME) (S) (S) (S) (S) (S) (S) (S) (S) (S) (S	ACC CV. Research REGNATURE OF (ATTORNEY FOR) PETITIONER) the address of the respondent remains unkno envelope with sufficient postage, was
(f) this is an action to establish parental relationship. Date: August 7, 2018 (TYPE OF PRINT NAME) (S) (TYPE OF PRINT NAME) (S) (S) (TYPE OF PRINT NAME) (S) (S) (S) (S) (S) (S) (S) (S) (S) (S	ACC CV. Research REGNATURE OF (ATTORNEY FOR) PETITIONER) the address of the respondent remains unkno envelope with sufficient postage, was
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(f) this is an action to establish parental relationship. Date: August 7, 2018 (TYPE OF PRINT NAME) (S A Declaration a. No malling is required because service was by publication or posting and t b. X A copy of this <i>Request to Enter Default</i> , including any attachments and an provided to the court clerk, with the envelope addressed as follows (addre the respondent's last known address): ALEXIS BELLINO 30451 Marbella Vista	RENATURE OF (ATTORNEY FOR) PETITIONER)
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CASE NAME (Last name, first name of each party):	CASE NUMBER:
BELLINO, JAMES	18D 005217
BELLINO, ALEXIS	
4. Memorandum of costs	
a. X Costs and disbursements are waived,	
b. Costs and disbursements are listed as follows:	
(1) Clerk's fees	\$
(2) Process server's fees	
(3) Cher (specify):	ss.s.s.s.s.s.s.s.s.s.s.s.s.s.s.s.
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TOTAL	
cost are correct and have been necessarily incurred in this can I declare under penalty of perjury under the laws of the State of Califo	· •
Date: August 7, 2018	
RANDALL W. BISSON	Randall W. Herm
(TYPE OR FRINT NAME)	(SIGNATURE OF DECLARANT)
 Declaration of nonmilitary status. The respondent is not in the seq. of the Servicemembers Civil Relief Act (50 U.S.C. Appen. § i 	
I declare under penalty of perjury under the laws of the State of Califo	rnia that the foregoing is true and correct.
Date: August 7, 2018	
	N Mar Ma
RANDALL W. BISSON	Randal Colleman
(TYPE OR PRINT NAME)	(SIGNATURE OF DECLARANT)

.

REQUEST TO ENTER DEFAULT (Family Law—Uniform Parentage)

Pega 2 of 2

EXHIBIT 4

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'RHOC' star Alexis Bellino's ex sued by former business partner

By Chelsea Hirsch

July 26, 2018 | 1:31pm



Alexis and Jim Bellino Getty Images

Former "Real Housewives of Orange County" star Alexis Bellino's ex is being sued over another split.

Jim Bellino was sued for \$350,000 by his former business partner Jason Hughes earlier this month, according to Orange County Superior Court documents obtained by Page Six on Thursday.

Hughes claims he owned a 20 percent stake of Jim's indoor trampoline park company, Sky Zone. He alleges that he agreed to sell Jim his share last October for \$635,000, and that Sky Zone agreed to pay him \$317,5000 once the deal was signed. He said he was to receive 16 payments of \$19,843.75 to complete the transaction, but the deal had a provision that the entire balance would be due at once if the company was sold to a third party.

Hughes claims that Jim sold the company this year, and now he refuses to cough up the rest of the payments.

Jim, 56, is currently in the midst of a divorce from 41-year-old Alexis. They have already agreed to share custody of their three children.

Page 70 https://pagesix.com/2018/07/26/rhoc-star-alexis-bellinos-ex-sued-by-former-business-partner/

1/2

Ex-'RHOC' star Alexis Bellino's ex Jim Bellino sued by former business partner

Alexis joined the Bravo hit for its fifth season in 2009 and left in 2013. Her Season 6 tagline was, "God is my savior, my husband is my king, and my body? It's sinful."

The Blast was the first to report on the lawsuit.

Jim did not immediately respond to our request for comment.

FILED UNDER ALEXIS BELLINO, CELEBRITY LAWSUITS, REAL HOUSEWIVES OF ORANGE COUNTY

News Corp .

EXHIBIT 5

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Featured Posts, News Posts, Real Housewives of Orange County

PHOTOS: Alexis Bellino's Husband Jim Caught Kissing Mystery Woman In Las Vegas Just Weeks After Filing For Divorce



LINDSAY CRONIN July 7, 2018 9:57 am

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Alexis Bellino's Husband Jim Kisses Woman in Las Vegas Amid Divorce



Page 74 https://realityblurb.com/2018/07/07/photos-alexis-bellinos-husband-jim-caught-kissing-mystery-woman-in-las-vegas-just-weeks-after-filing-for-divorce/ 2/5

Alexis Bellino's Husband Jim Kisses Woman in Las Vegas Amid Divorce

Alexis Bellino's husband, Jim Bellino, is wasting no time moving on from their 13-year marriage.

Just two weeks after Jim filed for divorce from his former *Real Housewives of Orange County* star wife, he's been photographed canoodling with another woman in Las Vegas.

On July 6, Radar Online shared photos, posted below, of Jim's encounter with his brunette mystery girl, revealing that the potential new couple was seen dining at Jean George's Steakhouse at the Aria Hotel on Thursday evening.

"It looked like a romantic dinner," an eyewitness told the outlet. "They were kissing, flirting and laughing with each other."

"Jim and the woman kissed each other often while they were sitting at the bar," the insider continued.



Jim Bellino Spotted Getting Cozy With Another Woman

During their outing, Jim and the unnamed woman each enjoyed a glass of wine before Jim picked up the bill.

After obtaining the shocking photos of Jim, Radar Online contacted the former reality star in regard to his recent outing and received a statement.

"Alexis and I each spent 2 1/2 days separately at Alisal Dude Ranch with our children," he explained. "I went to Vegas and met some friends after the trip."

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https://realityblurb.com/2018/07/07/photos-alexis-bellinos-husband-jim-caught-kissing-mystery-woman-in-las-vegas-just-weeks-after-filing-for-divorce/ 3/5

Alexis Bellino's Husband Jim Kisses Woman in Las Vegas Amid Divorce

On Instagram this week while celebrating the Fourth of July, Alexis shared several photos of herself and her three children, 12-year-old old son James and 10-year-old twin daughters Melania and Mackenna, at the ranch.

JIM BELLINO THREATENS TO SUE RHOC'S TAMRA & SHANNON!

Jim filed for divorce from Alexis on June 21. Days later, they released a joint statement regarding their decision to end their marriage, while also shutting down rumors that their divorce was phony or suspicious.

"It is with heavy hearts that we inform the public of our mutual decision to end our marriage... We hold one another in the highest regards as spouses, and especially as parents. We have agreed on 50/50 custody of the children, and we ask that you respect our privacy by not theorizing about the reasons for our divorce," they said at the end of last month.

"In recent days and weeks, there has been a lot of negative discussion about our marriage and why it is ending. Outside of the news of our decision to part ways, there is nothing provocative, alluring, or sordid about the dissolution of our marriage. Quite to the contrary, we strongly support each other just as we have since the beginning of our relationship," they added.

Photo Credit: Norman Scott/startraksphoto.com, Radar Online

TELL US - ARE YOU SURPRISED THAT JIM IS MOVING ON SO QUICKLY?

Related Posts:

Alexis Bellino's Husband Jim Kisses Woman in Las Vegas Amid Divorce



Alexis Bellino and Husband Jim Bought \$4 Million Mansion Weeks Before their Divorce! See the PHOTOS, Plus Alexis Hints at a New



PHOTOS: Alexis Bellino Purchased \$1.3 Million Home Three Weeks after Jim Bellino Filed for Divorce



PHOTOS: Alexis Bellino Enjoys a Family Vacation With Her Kids After Husband Jim Files For Divorce, Plus He Sets Up Website To Shut



Former RHOC Star Alexis Bellino's Husband Jim Files For Divorce After 13 Years of Marriage, And Wants Her to Pay Him Spousal Support

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EXHIBIT 6

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'RHOC' alums Alexis and Jim Bellino say there is 'no ill will or bad blood ' following divorce news

Published June 28, 2018

ET Online

Former "Real Housewives of Orange County" star Alexis Bellino and her husband, Jim Bellino, are staying amiable and supportive amid their divorce proceedings.

The pair, who filed for divorce last week, released a joint statement to ET on Thursday explaining their "mutual decision" to end their marriage.

"It's important to us that you know we made this choice together, with love, and as the best decision for our children's future," the statement read. "We hold one another in the highest regards as spouses, and especially as parents. We have agreed on 50/50 custody of the children, and we ask that you respect our privacy by not theorizing about the reasons for our divorce."

Former 'Real Housewives' Star Alexis Bellino's Husband Files for Divorce

The pair -- who share three children, James, Melania and Mackenna -- said that, in spite of the "negative discussion" and speculation regarding the reasons for their split, that there is "nothing provocative, alluring, or sordid about the dissolution of our marriage."

"Quite to the contrary, we strongly support each other just as we have since the beginning of our relationship," the pair stated. "Our marriage was a good one, but we were never perfect people or spouses —no one is, and in this respect, we were a lot like millions of other married people. And, just like millions of other married people, we simply grew apart over time — there is no ill will or bad blood between us."

Hollywood's Most Nuclear Divorces

The pair went on to say that they "ultimately want you to feel happy for us, respect our privacy during this difficult time, and pray for our mutual benefit as we weather this storm."

They also made sure to thank their supportive friends and fans, sharing, "We're grateful for how you cheer us on — we ask that you continue to cheer as our lives and the lives of our children change and ultimately improve as a result of this difficult decision."

7 Most Expensive Celebrity Divorces

In divorce documents submitted to the Superior Court of Orange County on June 21, Jim -- who tied the knot with Alexis on April 16, 2005, lists the date of their separation as "TBD," and cites "irreconcilable differences" as the reason for the termination of their marriage.

In the docs, Jim reportedly states that he wants to pay his soon-to-be-ex-wife spousal support.

This marks Alexis' second divorce, following her two-year marriage to her college boyfriend from 2002 to 2004. Alexis joined the cast of RHOC during the show's fifth season in 2009, four years after she and Jim got married.

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http://www.foxnews.com/entertainment/2018/06/28/rhoc-alums-alexis-and-jim-bellino-say-there-is-no-ill-will-or-bad-blood-following-divorce-news.print.... 2/3

'RHOC' alums Alexis and Jim Bellino say there is 'no ill will or bad blood ' following divorce news | Fox News

She exited the show in 2013, at the end of season eight.

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EXHIBIT 7

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'RHOC' Couple Alexis and Jim Bellino Speak Out on Their Divorce: 'We Strongly Support Each Other' | Entertainment Tonight



NEWS

'RHOC' Couple Alexis and Jim Bellino Speak Out on Their Divorce: 'We Strongly Support Each Other'

By Zach Seemayer 3:58 PM PDT, June 28, 2018



Gabriel Olsen/FilmMagic

Former *Real Housewives of Orange County* star Alexis Bellino and her husband, Jim Bellino, are staying amiable and supportive amid their divorce proceedings.

The pair, who filed for divorce last week, released a joint statement to ET on Thursday explaining their "mutual decision" to end their marriage.

'RHOC' Couple Alexis and Jim Bellino Speak Out on Their Divorce: 'We Strongly Support Each Other' | Entertainment Tonight

"It's important to us that you know we made this choice together, with love, and as the best decision for our children's future," the statement read. "We hold one another in the highest regards as spouses, and especially as parents. We have agreed on 50/50 custody of the children, and we ask that you respect our privacy by not theorizing about the reasons for our divorce."



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"Quite to the contrary, we strongly support each other just as we have since the beginning of our relationship," the pair stated. "Our marriage was a good one, but we were never perfect people or spouses -no one is, and in this respect, we were a lot like millions of other married people. And, just like millions of other married people, we simply grew apart over time – there is no ill will or bad blood between us."

The pair went on to say that they "ultimately want you to feel happy for us, respect our privacy during this difficult time, and pray for our mutual benefit as we weather this storm."

They also made sure to thank their supportive friends and fans, sharing, "We're grateful for how you cheer us on – we ask that you continue to cheer as our lives and the lives of our children change and ultimately improve as a result of this difficult decision."

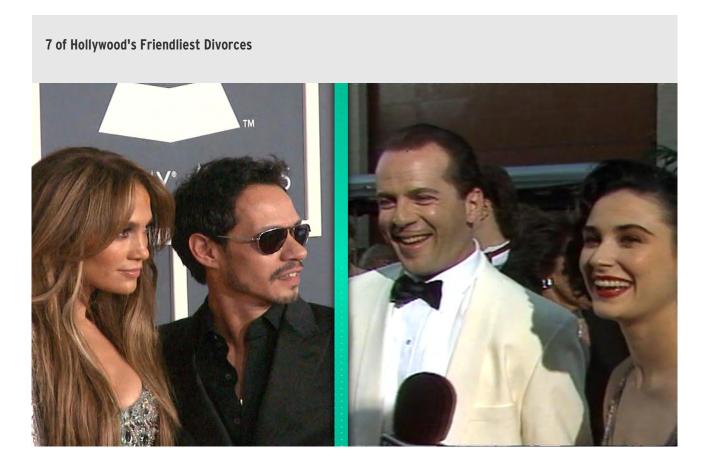
In divorce documents submitted to the Superior Court of Orange County on June 21, Jim -- who tied the knot with Alexis on April 16, 2005, lists the date of their separation as "TBD," and cites "irreconcilable differences" as the reason for the termination of their marriage.

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'RHOC' Couple Alexis and Jim Bellino Speak Out on Their Divorce: 'We Strongly Support Each Other' | Entertainment Tonight In the docs, Jim reportedly states that he wants to pay his soon-to-be-ex-wife spousal support.

This marks Alexis' second divorce, following her two-year marriage to her college boyfriend from 2002 to 2004. Alexis joined the cast of RHOC during the show's fifth season in 2009, four years after she and Jim got married.

She exited the show in 2013, at the end of season eight.



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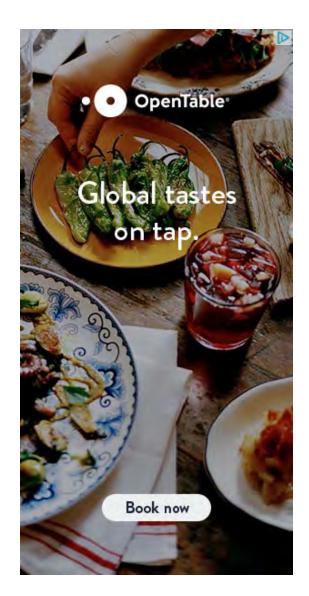


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EXHIBIT 8

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Former *RHOC* Star Alexis Bellino's Husband Jim Files for Divorce After 13 Years of Marriage

ALEXIA FERNANDEZ June 21, 2018 08:05 PM

Alexis Bellino and her husband Jim Bellino are headed for divorce.

The husband of the former *Real Housewives of Orange County* star, 41, filed for divorce on Thursday citing irreconcilable differences, according to TMZ.

The estranged couple married on April 16, 2005, and share three children: son James and twin daughters Melania and Mackenna.

Jim, 56, is requesting joint legal and physical custody of their kids as well as spousal support, the outlet reported. He listed "TBD" as their date of separation, according to TMZ.

A rep for Alexis did not immediately respond to PEOPLE's request for comment.

This is Alexis' second marriage.

The last time Jim appeared on Alexis' Instagram was on May 26 when she showed off her son, James, rapping to the Broadway hit Hamilton.

In the video, Jim appeared to be playing ping-pong with one of their daughters in a white T-shirt, shorts and glasses.

On their 13th wedding anniversary, Alexis shared a self-care post on Instagram writing, "Many things try to slow us down from our own "self

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work" or "self happiness." These past few months have proven that."

"I've had sick kids, broken bones, a tragic death, a new puppy, a new home, school duties, friends in need....several things that have slowed me down. Working out is my only outlet, and I haven't had that regularly lately," she wrote in the caption. "SO, since I can't work out as often as I want right now, I made this simple reminder for me to take care of me. Remember to take care of you while you are taking care of everything else. ♥♥♥ #nofilter #nomakeup#noediting #all #real."

Alexis joined the cast of the Bravo reality series in 2009 and left in 2013. At the time, she told PEOPLE in a statement that she had "made the difficult decision not to return for season 8."

"Although Bravo made me a very generous offer and I'm thankful to have had this experience, I will be leaving the show behind to focus on my family and other opportunities," she said.

"I am so grateful to have gone through this amazing journey and to have met so many incredible fans," her statement continued. "My heart is at peace and I remain so excited for my future."

EXHIBIT 9

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WIKIPEDIA The Real Housewives of Orange County

The Real Housewives of Orange County (abbreviated *RHOC*) is an American <u>reality television</u> series that premiered on March 21, 2006 on <u>Bravo</u>. It is currently in its thirteenth season and focuses on the personal and professional lives of several women residing in <u>Orange County</u>, California.

The series originally focused on Kimberly Bryant, Jo De La Rosa, <u>Vicki</u> <u>Gunvalson, Jeana Keough</u> and Lauri Waring. The cast currently consists of Gunvalson, Tamra Judge, Shannon Beador, Kelly Dodd, Gina Kirschenheiter and Emily Simpson. Of the original housewives, Bryant and De La Rosa left after the first and second seasons, respectively, Peterson stopped filming during production of the fourth season and Keough left after the sixth season commenced. The remaining housewives joined in later seasons: Barney (now Judge) in the third, Beador in the ninth, Dodd in the eleventh and both Kirschenheiter and Simpson in the thirteenth. Other housewives include Tammy Knickerbocker (season 2–3), Quinn Fry (season 3), Gretchen Rossi (season 4–8), Lynne Curtin (season 4–5), Alexis Bellino (season 5–8), Peggy Tanous (season 6), <u>Heather Dubrow</u> (season 7–11), Lydia McLaughlin (seasons 8 and 12), Lizzie Rovsek (season 9), Meghan King Edmonds (seasons 10–12) and Peggy Sulahian (season 12).

The show's success has allowed for the development of <u>The Real</u> <u>Housewives</u> franchise and similar <u>spin-off</u> series based in <u>New York City</u>, <u>Atlanta, New Jersey, Washington, D.C., Beverly Hills, Miami, Potomac</u> and <u>Dallas</u>. The show has also resulted in the conceptions of the spin-offs <u>Date</u> <u>My Ex: Jo & Slade</u> and <u>Tamra's OC Wedding</u>.

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External links

Overview and casting

https://en.wikipedia.org/wiki/The_Real_Housewives_of_Orange_County

The Real Housewives of Orange County					
Genre	Reality television				
Starring	Kimberly Bryant				
	Jo De La Rosa				
	Vicki Gunvalson				
	Jeana Keough				
	Lauri Peterson				
	Tammy Knickerbocker				
	Tamra Judge				
	Quinn Fry				
	Gretchen Rossi				
	Lynne Curtin				
	Alexis Bellino				
	Peggy Tanous				
	Heather Dubrow				
	Lydia McLaughlin				
	Shannon Beador				
	Lizzie Rovsek				
	Meghan King Edmonds				
	Kelly Dodd				
	Peggy Sulahian				
	Emily Simpson				
	Gina Kirschenheiter				
Country of origin	United States				
Original language(s)	English				
<u>No.</u> of seasons	13				

Season 1-3

In April 2005, *The Real Housewives* was ordered by American television network <u>Bravo</u>.^[1] It was renamed as *The Real Housewives of Orange County* in January 2006.^[2] Producer Scott Dunlop, said that it was originally planned to be set in a single <u>gated community</u> in <u>Coto de Caza</u>, <u>California</u>.^[3] The show was inspired by scripted <u>soap operas Desperate Housewives</u> and <u>Peyton Place</u>, and would document the lives of upperclass women who "lead glamorous lives in a Southern California gated community where the average home has a \$1.6 million price tag and residents include CEOs and retired professional athletes."^[2]

The <u>first season</u> premiered on March 21, 2006, and starred Kimberly Bryant, Jo De La Rosa, <u>Vicki Gunvalson</u>, <u>Jeana Keough</u> and Lauri Waring. Bryant left after the first season. Tammy Knickerbocker joined the cast for the <u>second season</u> which premiered on January 16, 2007. Bryant appeared as a guest. After the second season, De La Rosa exited the series as a regular cast member. The <u>third season</u> premiered on November 6, 2007 which featured Tamra Judge (then Barney) as the latest housewife. While Quinn Fry joined the cast in the sixth episode.^{[4][5]} Bryant and De La Rosa returned as guests. Knickerbocker and Fry left the main cast after the third season.

Season 4-8

Gretchen Rossi was introduced in the <u>fourth season</u> premiere on November 25, 2008. Peterson made her final appearance as a main cast member in the third episode. While Lynne Curtin joined the cast in the fourth episode.^{[6][6][7]} Bryant and De La Rosa made their final guest appearance during the season finale. While Knickerbocker returned as a guest. Keough's final season as a full-time cast member, <u>season five</u> premiered on November 5, 2009. After Keough left the show as a full-time cast member, Alexis Bellino was added to the main cast.^{[8][9][10]} Fry, Knickerbocker and Peterson returned as a guest. Curtin left after the fifth season.

The <u>sixth season</u> which premiered on March 6, 2011 introduced Peggy Tanous as the newest housewife and friend of the housewives Fernanda

Rocha.^[11] Keough returned in a friend of the housewives status, while Curtin, Fry and Knickerbocker appeared as guests. <u>Heather Dubrow</u> joined the cast in the <u>seventh season</u> which premiered on February 7, 2012. Keough and Tanous appeared as a guest, while Sarah Winchester was featured as a friend of the housewives. On April 1, 2013, the <u>eighth</u> <u>season</u> premiered and the cast was joined by Lydia McLaughlin. Peterson also appeared as a friend of the housewives in the eighth season.^[12] Bellino, McLaughlin, Rossi and Peterson departed after the season.

Season 9-present

The <u>ninth season</u> premiered on April 14, 2014 and introduced Shannon Beador and Lizzie Rovsek as the new housewives. While Danielle Gregorio joined as friend of the housewives.^[13] The <u>tenth season</u> which premiered on June 8, 2015, saw Rovsek as a friend of the housewives,^{[14][15]} and Meghan King Edmonds joining the cast. Curtin, Keough and Page 98 https://en.wikipedia.org/wiki/The_Real_Housewives_of_Orange_County

No. of217 (list of episodes)episodes						
P	Production					
Executive producer(s)	Douglas Ross Greg Stewart Alex Baskin					
	Bill Langworthy					
	Scott Dunlop					
	Andy Cohen					
Running time	42 minutes					
Production company(s)	Evolution Media					
Release						
Original network	Bravo					
Picture format	SDTV (480i) HDTV (1080i)					
Original release	March 21, 2006 – present					
С	hronology					
Followed by	The Real Housewives of New York City					
Related shows	Date My Ex: Jo & Slade					
	Tamra's OC Wedding					
Ex	ternal links					
Website (http://www.bravotv.com/the-re al-housewives-of-orange-county)						

Knickerbocker made guest appearances in the season.^{[16][17]}

The <u>eleventh season</u> premiered on June 20, 2016. It featured Kelly Dodd joining the cast and Keough making a guest appearance.^[18] The season served as Dubrow's final season.^[19] McLaughlin returned for the show's <u>twelfth season</u> which premiered on July 10, 2017.^[20] Peggy Sulahian joined as the latest housewife. While Keough, Rossi and Rovsek made guest appearances.^[21] After the season concluded, King Edmonds, McLaughlin and Sulahian left the show.^{[22][23][24]}

Gina Kirschenheiter and Emily Simpson joined the cast for the <u>thirteenth season</u>, which premiered on July 16, 2018.^[25]

Timeline of housewives



Vicki Gunvalson appeared in all seasons as a main cast member.

Housewives	Seasons												
nousewives	1	2	3	4	5	6	7	8	9	10	11	12	13
Kimberly Bryant	Main		Guest	-		·				·	-		
Jo De La Rosa	Mair	n	Gue	st									
Vicki Gunvalson					·		Ма	in					
Jeana Keough			Main			Friend	Guest				Guest	t	
Lauri Peterson		M	ain		Guest			Friend					
Tammy Knickerbocker			Main		Gues	st				Guest			
Tamra Judge		1		1				Main			1		
Quinn Fry			Main		Gues	st							
Gretchen Rossi			:			Mair	<u>1</u>					Guest	
Lynne Curtin					Main	Guest				Guest			1
Alexis Bellino						M	ain						
Peggy Tanous						Main	Guest						
Heather Dubrow									Main				
Lydia McLaughlin								Main				Main	
Shannon Beador											Main		
Lizzie Rovsek									Main	Friend		Guest	
Meghan King Edmonds									Guest		Main		
Kelly Dodd												Main	
Peggy Sulahian												Main	
Emily Simpson										Guest			Main
Gina Kirschenheiter											-		Main
					Frier	nds of the	e housew	vives					
Fernanda Rocha					Guest	Friend							
Sarah Winchester					Gu	lest	Friend						
Danielle Gregorio					!				Friend				

Episodes

Season Episodes		Enicodoo	Originally aired				
Sea	ason	Episodes	First aired	Last aired			
	1	8	March 21, 2006	May 9, 2006			
	2	10	January 16, 2007	March 20, 2007			
	3	12	November 6, 2007	January 29, 2008			
	4	15	November 25, 2008	June 11, 2009			
	5	17	November 5, 2009	March 11, 2010			
	6	16	March 6, 2011	June 20, 2011			
	7	23	February 7, 2012	July 24, 2012			
	8	22	April 1, 2013	September 1, 2013			
	9	21	April 14, 2014	September 8, 2014			
	10	24	June 8, 2015	November 12, 2015			
	<u>11</u>	21	June 20, 2016	November 21, 2016			
	12	21	July 10, 2017	November 27, 2017			
	13	TBA	July 16, 2018	ТВА			

Spin-offs

<u>Date My Ex: Jo & Slade</u> became the first <u>spin-off</u> from *The Real Housewives of Orange County*; the <u>dating game show</u> documented De La Rosa as she began dating after moving to <u>Los Angeles</u>, where potential suitors were regularly surveyed by Smiley. It premiered on June 30, 2008 and ended on September 8, 2008 after broadcasting nine episodes during its first and only season.^[26]

After becoming engaged to Judge in February 2013,^[27] Barney was commissioned to star in the three-part spin-off special <u>Tamra's OC Wedding</u>.^[28] It highlighted the preparations for their nuptials and was broadcast from September 2, 2013 until September 16, 2013.^[28]

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Jim Bellino, Housewives Hubby, Sued For Fraud

9/9/2018

]



More real problems for the stars of The Real Housewives of Orange County.

Jim Bellino, hubby of Housewife Alexis, is being sued (http://www.ocregister.com/entertainment/bellino-281061-property-suit.html) for fraud, deceit, wrongful foreclosure, breach of written contracts and other accusations, the Register reports.

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Shashi Tejpaul and Gail Duncan contend that Bellino's company, California Empire Funding Corporation, wrongly foreclosed on their Laguna Beach property called InVogue Hotel, after lending them \$2.13 million in a refinance loan, with an annual interest rate of 13.99 percent. The plaintiffs are asking for the property back, \$275,000, a percentage of the sale of the property and attorney's fees. The case is set to go on trial on Jan. 10.

These legal woes come as Bellino also faces foreclosure

(http://blogs.ocweekly.com/navelgazing/2010/12/oc_housewife_alexis_bellino_fo.php) on his 6-bedroom, 6,400-square-foot Newport Beach home. An auction is scheduled for Jan. 10, the same day of the trial.

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EXHIBIT 12

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STAR LIFE

Real Housewives of OC's Bellino Avoids Foreclosure

BY DIANE TUMAN (HTTPS://WWW.ZILLOW.COM/BLOG/AUTHOR/DIANETUMAN/) ON 31 AUG 2010



All topics



(https://www.zillow.com/homedetails/2672-Circle-Dr-Newport-Beach-CA-92663/67095322_zpid/)

(https://www.zillow.com/homedetails/2672-Circle-Dr-Newport-Beach-CA-

92663/67095322_zpid/)



🐚 (https://wp.zillowstatic.com/blogs-

legacy/1/files/2010/08/alexis-Bellino1.jpg)It's incredible how many troubling real estate headlines are generated by women from the Real Housewives' series and here's yet another one: Alexis Bellino of the Real Housewives of Orange County and her husband, Jim, reportedly avoided foreclosure (http://www.ocregister.com/articles/housewife-264098-averts-member.html) when they were given a last-minute loan modification (https://www.zillow.com/loan-modification/#{scid=mor-site-zblog}) from their lender, according to The Orange County Register.

The Register reports the Bellino's defaulted on more than \$84,000 in debt and fees on this 6,435 sq ft home in Newport Beach, CA (https://www.zillow.com/homedetails/2672-Circle-Dr-Newport-Beach-CA-92663/67095322_zpid/) they have owned for two years. They were scheduled for a foreclosure auction on Wednesday, but Chase Bank modified their loan.

The home is on a large, 9,100 square foot lot and is "... one home away from Bayshore's private beaches." It has an open floor plan with six bedrooms, eight bathrooms, a workout room, home office, home theater, wine room, and enclosed parking for five cars. Outdoors is a private spa, stone fireplace and built-in barbecue, and the roof top deck offers scenic bay and sunset views.

According to Zillow's price history chart, the couple purchased the home in 2007 for \$4,560,000 and listed it for sale in May 2008 for \$7,999,000. After several price drops and re-listings, the price was reduced all the way to \$5,775,000 in July 2009 before the listing was removed.

> See more Newport Beach, CA homes for sale (https://www.zillow.com/homes/for_sale/Newport-Beach-CA/)

> See Newport Beach, CA home values (https://www.zillow.com/localinfo/CA-Newport-Beach-home-value/r_53571/)

About the author



Diane Tuman (https://www.zillow.com/blog/author/dianetuman/) Diane is Editor-in-Chief at Zillow. She was a newspaper editor for more than 15 years (Albany NY Times Union, Seattle Post-Intelligencer) before moving into the dotcom world (Microsoft, Amazon, Expedia). She joined Zillow in 2005. Her favorite Zillow features include keyword search (http://www.zillow.com/blog/2011-11-03/back-to-basics-zillow-keywordsearch/), knowing how much the White House is worth (http://www.zillow.com/homedetails/1600-Pennsylvania-Ave-NW-Washington-DC-20006/84074482_zpid/) and the crazy celebrity real estate (http://www.zillow.com/blog/category/eye-candy/) happenings as reported on Zillow Blog (http://www.zillow.com/blog/).

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The Never-Ending Real Estate Woes Of Bravo's Real Housewives - Athens Report

[...] Bellino and her husband Jim reportedly defaulted on more than \$84,000 in debt and fees on their Newport Beach home. They attempted to sell it in 2008 for \$7,999,000, dropping the price [...]

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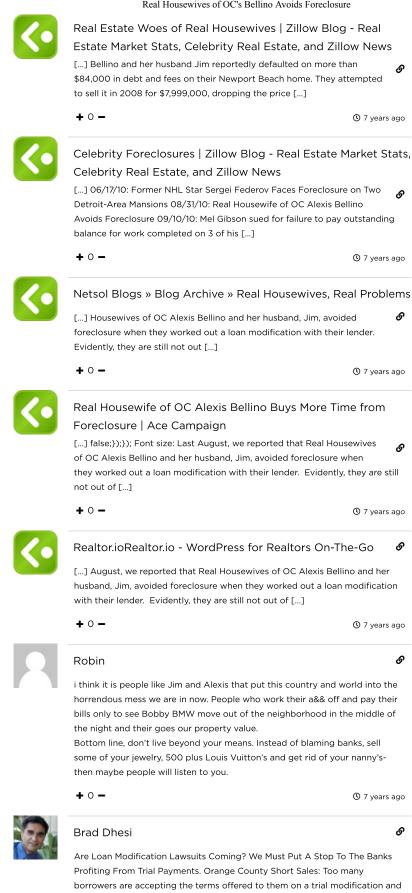
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then are shocked to find or that one that one the Servicer (The one who is mailing

https://www.zillow.com/blog/real-housewives-of-ocs-bellino-avoids-foreclosure-24869/

and accepting payments on behalf of the investor) turns their modification down, all of the back payments (The difference between the original required payment and the amount they were paying) become immediately due and payable, with interest, plus penalties. Most of the time, some say as much as 90%,... Read more »



🕚 7 years ago

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Jaded

Jim Bellino: I'm so glad that you cleared that up for all of us little people. It would be tragic for the whole world to believe that you are really just a broke loser who's going into foreclosure because you are over extended. Thanks for the explanation.

By the way I have a bridge in Brooklyn that I'd like to sell you. I'm sure that you can afford it.

LOL.

Leah

Tan

+ 0 -	🕚 7 years ago

Those houses look awfully close together! Do these homes have yards? Not very family friendly.

+ 0 - O 7 ye	ars ago
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Its a shame how people throw negative comments in.You don't know this man's portfolio so you do not know if he's living above his means or not.Jim I would have gotten on here and done the same thing. Its a shame you had to take that route in order for the bank to talk to you.May God bless your family and you.

Be safe!

+ 0 -



Real Housewives of DC's Amons Selling McLean, VA Home

Ø $\left[\ldots\right]$ sorority is in the real estate news, but this time it doesn't have to do with foreclosure or possible jail time, or potential eviction or a short sale or a loan modification. This time, [...]

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Courtney

I think that is very brave of Jim to speak up. I work for a financial company and we actually do modifications with customers without them ever becoming delinquent.However, you are not alone. This is what I am hearing from virtually everyone. Consider yourself very lucky for getting approved. Congrats! There is always another side to the story. Thanks for speaking up.





Jim Bellino

I find it necessary to clear up any misunderstandings regarding our loan modification as the media has once again (inaccurately) blown this out of proportion. Last year at this time I tried talking to our bank about a loan Page 124

https://www.zillow.com/blog/real-housewives-of-ocs-bellino-avoids-foreclosure-24869/

modification and they told me that if you are current, "we won't talk to you." In January of 2010, I made the decision to stop making payments so my bank would talk to me. In April they did, and I submitted a loan modification package. The bank didn't make me an offer to modify my loan until August. The fact is,... Read more »

	+ 0 -	🕚 8 years ago
	Mark Walker	ଡ଼
	That's what happens when people live beyond their means	
	+ 0 −	🕚 8 years ago
	Admiral Apprasil	છ
	Hey big shot I thought you were a "business man' more like a c overextended on his credit line. Better cheese up before that pl dream come true wife of yours realizes what you look like. Hey Alexis debt free have a sweet paper route pulling in over \$	lastic surgeons
	weekcall me	
	and my basement love pad is pad in full by my roomates my pa	arents
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	Wow must be nice!! Hopefully they don't throw their oppurtuin place out the window	ty to save that
	+ 0 -	🕚 8 years ago
	J	હ
	Greedy pigs get slaughtered!	
	+ 0 -	🕚 8 years ago
	David	છ
	If you can't afford a \$4.5 million dollar house then don't buy it	
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FORTÉ	Chris in Austin	છ
7	wow by the skin of their teeth on that one. Lucky for them the bullet. Now let's hope they keep everything current and don't p back in the same situation.	
	+ 0 -	🕚 8 years ago
	Bobby Light	છ
	Wow must be nice!! Hopefully they don't throw their oppurtuin place out the window wonder what their occupation is?! (Thin you go hmmmmmm!!) lol	
	+ 0 -	🕚 8 years ago

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EXHIBIT 13

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Real Housewives of OC's Jim and Alexis Bellino Ugly Past! - Oh No They Didn't!

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January 26th, 2010, 09:52 pm

Real Housewives of OC's Jim and Alexis Bellino Ugly Past!

Real Housewives of OC's Jim and Alexis Bellino Ugly Past!

What drama on the "Real Housewives of the OC" last week! Who knew a Tupperware party could get so violent. Alexis tells Gretchen's friend to back off of Jim, her husband. Gretchen's friend claims she has no intention of flirting with Jim but Alexis isn't having it.

"He's married. He's taken!" she says to the other woman. The other lady says, "Do you want to go outside?" Oooh, those are fightin' words!

Jim and Alexis quickly took off and left the party before any more Tequilla talking could get them into trouble. My favorite part of the party was after they left and one of the ladies said,

No one was flirting with your husband, he is ugly!

It took 5 episodes until someone finally said it, really?

So what does ugly man Jim to keep Alexis knee-deep in plastic surgery and nannies? He's officially described as a "self-made entrepreneur."

According to Newport Beach's Daily Pilot Jim Bellino "used to own the now-closed Margaritaville restaurant on West Coast Highway. He juggles numerous business endeavors these days, including pawn loans and house flipping."

There have been numerous reports that Jim owns a pawn shop. There have even been reports Jim was indicted in 2000 by the Feds for counterfeit autographed sports memorabilia.

"A James Carlos Bellino, who owned a business called Forensic Document Services, located at 1115 N. Tustin Ave., Orange, CA, was indicted by the Feds in 2000 (3:00-cr-03071-JM: USA v. Bellino) for conspiracy to commit mail fraud.

The accusations involved sales to federal agents of forged sports memorabilia, specifically, baseballs with forged Babe Ruth signatures. The government subsequently deferred prosecution. a short hand way of letting Bellino off without jail time if he paid restitution of almost \$30,000,

SEARCH

WINSOL2000

Real Housewives of OC's Jim and Alexis Bellino Ugly Past! - Oh No They Didn't!

went on probation for a year, and got out of the sports memorabilia business."

Before she became one of "The Real Housewives of Orange County," Alexis Bellino was Alexis Barry. She divorced Jeffrey Barry in 2004.

Alexis accused Jeffrey of being "bipolar," drinking "excessively," and threatening to hurt her. She said Jeffrey hacked into her computer and impersonated her in emails sent to her new boyfriend....who was also married, by the way.

Jeffrey denied he ever threatened Alexis or impersonated her on the Internet. He did proudly admit, however, that he'd called Alexis a "\$2 whore!" It was an opinion that was "likely not to change," he told the court.

The Barry divorce was finalized June 12, 2004. She later married wealthy businessman Jim Bellino and is living the good life with him in Newport Beach, CA.

According to several sources it wasn't by chance the Bellino's got on "The Real Housewives of OC," they tried very hard to get on the show and eventually it worked out for them.

"Alexis and Jim did everything they could to get on this show. They bought a house from Jeana and befriended her. They bought a car from Simon and befriended him. Alexis joined Gretchen's gym and befriended her. They watched the show every week since it's been aired and tried to get as many connections as possible. I do have to say, it worked. Though it was expensive! Fancy houses and luxury cars aren't cheap. Hope they feel it is worth it."

Another fun fact, Jim is 15 years older than Alexis.

Source



TAGGED: reality show - bravo

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whitegirlthin January 27th, 2010, 04:02 am

They are the epitome of disgusting and pathetic trash

• Reply• Thread• Link <u> wartimechocolat</u> January 27th, 2010, 04:18 am Amen, Heidi. Reply
 Parent
 Thread
 Ink <u> whitegirlthin</u> January 27th, 2010, 04:19 am Kisses, darling ;* Reply
 Parent
 Thread
 Link <u> jameshook</u> January 27th, 2010, 04:03 am Ugh I do not like them at all. He is so controlling and she lets him. • Reply• Thread• Link Lthis_repetition January 27th, 2010, 04:35 am It's awful. <u>Reply</u>
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 <u>Link</u> (no subject) - <u>Deruisedkitten</u> Expand **Q**everyforever January 27th, 2010, 04:03 am befriended befriended befriended Reply
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 Link <u> Anfrommn</u> January 27th, 2010, 04:04 am I thought it would be a sex tape :(• Reply• Thread• Link <u> whitegirlthin</u> January 27th, 2010, 04:04 am

"Alexis and Jim did everything they could to get on this show. They bought a house from Jeana and befriended her. They bought a car from Simon and befriended him. Alexis joined Gretchen's gym and befriended her. They watched the show every week since it's been aired and tried to get as many connections as possible. I do have to say, it worked. Though it was expensive! Fancy houses and luxury cars aren't cheap. Hope they feel it is worth it."

How sad and pathetic does a couple have to be? Gross.

Reply
 Thread
 Link

<u>iamglory</u> January 27th, 2010, 03:39 pm

As much as crashing a white house party...but that's more funny than gross.

<u>Reply</u>
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<u>Sharemygrief</u> January 27th, 2010, 04:04 am Page 131

https://ohnotheydidnt.livejournal.com/43395354.html



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9/9/2018

Real Housewives of OC's Jim and Alexis Bellino Ugly Past! - Oh No They Didn't!

what a surprise. i loled when the woman said 'no one wants her husband! he's not attractive!'

<u>Reply</u>
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 <u>Link</u>

wartimechocolat January 27th, 2010, 04:24 am

Hah, my husband was like "that's the most honest thing I've ever seen on this show."

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lol as if we all arent saying that while were @ home wsatching it. its true. hes fug.

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(no subject) - <u>Snobishh</u> Expand

<u>jerriblank</u> January 27th, 2010, 04:05 am

UCK

<u>Reply</u>
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whitegirlthin January 27th, 2010, 04:05 am

Remember when she brought her daughters-- who were no more than 2 years old-- to a fucking nail salon? LOL omg

<u>Reply</u>
 <u>Thread</u>
 <u>Link</u>

<u>damaliaraya</u> January 27th, 2010, 04:09 am

Hey, now lets be fair. She probably has a great reason for it.

Like trying to get on Toddlers and Tiaras.

<u>Reply</u>
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whitegirlthin January 27th, 2010, 04:14 am

=-O you're probably right! omg

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 <u>Link</u>

<u>L trailergirl</u> January 27th, 2010, 05:11 am

Or maybe she assumed all asian women provided child care?

Reply
 Parent
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 Link

<u>**Q flowerssleeping</u>** January 27th, 2010, 04:15 am</u>

or when she went to the spa because she needed to relax because she was so tired from doing the housework...lol yeah the housework your two nannies do while watching your bratty kids

• <u>Reply</u>• <u>Parent</u>• <u>Thread</u>• <u>Expand</u>• <u>Link</u> (no subject) - <u>Q whitegirlthin Expand</u>

(no subject) - <u>Ifowerssleeping</u> Expand (no subject) - <u>Ifowerssleeping</u> Expand

goldenmeans January 27th, 2010, 04:06 am

I was hoping this was going to be full of pre-plastic surgery pictures. Disappoint.

<u>Reply</u>
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https://ohnotheydidnt.livejournal.com/43395354.html



















<u>ashbeexoxo</u> -January 27th, 2010, 04:07 am same :(Reply
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 Ink <u> pindycindy</u> January 27th, 2010, 07:02 am http://images.google.com/imgres?imgurl=http://starcasm.net/wpcontent/uploads/2009/11/JeffBarry.jpg&imgrefurl=http://starcasm.net/archives/25080&usg=__qTVxaYzn6l87UKBL3UFG07QwoBc=&h=222&w=183&sz=42&sz=42&sz=42&w=183&sz=42&sz a%26rls%3Dorg.mozilla:en-US:official%26sa%3DN%26start%3D18%26um%3D1 <u>Reply</u>
 <u>Parent</u>
 <u>Thread</u>
 <u>Link</u> <u> drrrama</u> January 27th, 2010, 04:07 am "God comes first, marriage second, then the kids." -Alexis PATHETIC. • Reply• Thread• Link <u> reesespears</u> January 27th, 2010, 05:21 am Actually a lot of successful marriages live by this. · Reply Parent Thread · Link 👤 drrrama January 27th, 2010, 01:19 pm Kids last? • Reply• Parent• Thread• • Link am confused <u> jasoncourtney</u> January 27th, 2010, 10:59 am why is this pathetic? sure SHe is, but i don't get why these words are? <u>Reply</u>
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 <u>Link</u> Re: am confused - Q drrrama Expand Re: am confused - <u>liamglory</u> Expand Re: am confused - L sassi214 Expand <u> linthedoldrums</u> January 27th, 2010, 04:07 am You are just jealous of their success in the lord. THEY ARE FULL OF CHRIST LOVE. Reply
 Thread
 Link <u> hereiam12</u> January 27th, 2010, 04:14 am i wish i had such a beautiful connection to the lord • Reply• Parent• Thread• • Link <u> whitegirlthin</u>

tbh w/ u, I'm really glad I don't!

January 27th, 2010, 04:18 am



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Real Housewives of OC's Jim and Alexis Bellino Ugly Past! - Oh No They Didn't!

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<u>x ap0488x</u> January 27th, 2010, 04:08 am

ew that last paragraph.

gross. and to think i kinda liked her, minus the god stuff.

Reply
 Thread
 Link

<u>Munkeycheeze</u> January 27th, 2010, 04:08 am

YES! I have been waiting for some dirt on them to surface.

Reply
 Thread
 Link

<u>prettyprofound</u> January 27th, 2010, 05:56 am

Your icon, way sexy.

• Reply• Parent• Thread• • Link

<u>A emptypostcard</u> January 27th, 2010, 04:09 am

Well, at least the show might be entertaining now?

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<u>hereiam12</u> January 27th, 2010, 04:11 am

i dunno i dont really find them infuriating like everyone else does they're just kinda meh

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EXHIBIT 14

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Real Housewives Sleuth

Whether we are willing to admit it or not, many of us have inexplicably become obsessed with the Real Housewives. I have made this blog to compile some of the interesting background information I have collected on the wives, their husbands, and their friends.

Home

▼

Jim Bellino's Financial Past

I am currently most interested in The Real Housewives of Orange County series, so I will begin my research there. Although the women of RHOC are entertaining, I often times find myself wondering about their husbands. So I though there was no better person to start with than Jim Bellino. There has been a lot of speculation as to his background and source of income, so I will try to shed some light on the subject.

Jim Bellino (James Carlos Bellino) was born June 10, 1962 in Long Beach, California. He styles himself as a self-made "entrepeneur." Indeed it does seem he has started/owned many businesses; however, many have had mixed success. Some of his known business ventures include:

- He allegedly made over \$500k using a zero down real estate investing program.
- Rectivity, Inc./ Pool Tables USA, Inc.
 - Rectivity, Inc./ Pool Tables USA, Inc., operated as an online vendor of pool tables, poker tables, and matching game room collections. On December 10, 2008, an involuntary petition for liquidation under Chapter 7 was filed against Rectivity, Inc. in the US Bankruptcy Court for the Central District of California.

The state of California had listed Rectivity's business status as "forfeited": The business entity's powers, rights and privileges were suspended or forfeited in California 1) by the Franchise Tax Board for failure to file a return and/or failure to pay taxes, penalties, or interest; and/or 2) by the Secretary of State for failure to file the required Statement of Information and, if applicable, the required Statement by Common Interest Development Association.

- Forensic Document Services (FDS)
 - Jim Bellino was investigated in connection with a massive conterfeit ring involving his company. From the FBI report: The FBI's Operation Bullpen has infiltrated and dismantled a network of 20 forgers, authenticators,

Real Housewives Sleuth: Jim Bellino's Financial Past

wholesalers, and retailers who are responsible for the creation and sales of up to \$100 million of forged memorabilia, items that are both sports and nonsports-related. Twenty individuals, all from California, are cooperating with federal officials in pleabargaining agreements on a variety of fraud and tax charges.

The operations of the J. DiMaggio Company have been shut down. In addition, a significant number of items that were known forgeries carried a certificate of authenticity attributed to Don Frangipani; and Robert Proudy and Jim Bellino of Forensic Document Services (FDS). Forged items were supported by fake or misleading authentication documents. However, no charges have been brought against the latter authenticators.

To date, Wayne Bray of SCAA and James Bellino of FDS (FDS was banned from Ebay) have agreed to cease doing business in sports and celebrity memorabilia. Jim DiMaggio also is no longer authenticating memorabilia. FBI agent William Gore displayed a baseball forged with Mother Teresa's name on it, which was accompanied by a letter of authenticity from the J DiMaggio company. Of the four authenticators, only Bray has pleaded guilty to charges of conspiracy to defraud the U.S.

A deferred prosecution agreement was reached with Jim Bellino. No charges have been brought against the others.

You can read more about the investigation here:

http://bullpenandmore.wordpress.com/2010/03/19/jim-bellino-reality-tv-star-and-counterfeit-authenticator/

- Margaritaville in Rancho Cucamonga (no longer open)
 - There is not much availikble information on his failed restaurant, but the Daily Pilot reported that he "used to own the now-closed Margaritaville restaurant on West Coast Highway. He juggles numerous business endeavors these days, including pawn loans and house flipping."
- InVogue Luxury Vacation Suites of Laguna Beach
 - A hotel/office space described on his website as: "Laguna Beach's most distinctive and one-of-a kind retreat for leisure and business alike, InVogue Laguna Beach offers a retreat from the ordinary. Each room is a singular statement unto itself offering the finest amenities for business or pleasure. Only the best materials have been used for your sensory delight. From the Mahogany wood that greets you with warmth to the beautiful granite countertops in the kitchen and vanity. The bed mattress, exquisite bed linens, lush down pillows and comforters are beyond compare. Sit Back, Relax & Indulge yourself in the stunning experience we offer at our unique property...

InVogue Laguna Beach.

Here is a link to the brohure and virtual tour:

http://www.invoguelagunabeach.com/AboutUs/Brochure.pdf http://www.invoguelagunabeach.com/CorporateAccommodations

- Private Money Immediately
 - There is not too much information on this, although an ad placed on craigslist by Jim in February 2010 which gives the impression that he is a shady loan shark:

"NO GAMES!!!!! THIS IS MY PRIVATE MONEY. IF YOU HAVE COLLATERAL JUST E-MAIL YOUR SCENARIO AND I WILL E-MAIL BACK TERMS, THAT SIMPLE. CALIFORNIA REAL ESTATE AND OTHER COLLATERAL SEE BELOW. NO CREDIT SCORES... NO JOB... I DONT CARE... I CARE ABOUT THE ASSET.

THIS IS MY PERSONAL MONEY SO THERE ARE NOT A LOT OF HOOPS TO JUMP THROUGH."

- SkyZone
 - Described by Jim and Alexis as "Sky Zone Anaheim, an indoor trampoline park for whole family fun and fitness. Construction has begun on the 35,000 squarefoot facility which will host dodgeball, foam pits, sky slam basketball courts, and Skyrobics. This will be home to one of the best birthday party destinations in Orange County."

Here is a link of Alexis giving a brief tour of the facility:

http://www.youtube.com/watch?v=Yndpgz704fo

- Real Estate Deals (House flipping)
 - As you all probably know, Jim and Alexis were in forclosure for a year, but then mysteriously acuired a new home of significanty greater value.
 - From realitytea.com "The Bellinos also defaulted on their home loan twice last year which led to a foreclosure and some auction dates which Jim and his lawyer were able to get postponed. The latest auction date, which was set for Page 138

http://realhousewivessleuth.blogspot.com/2012/04/jim-bellino.html?m=1

Feb. 10, did not take place as lender JPMorgan Chase simply canceled the auction and the foreclosure proceedings. Michael York, a lawyer for the Bellinos reveals they were able to come to a deal with Chase. As for what happens next, the 6-bedroom house is still being offered as a short sale, or for less than what is owed on the loan, with a asking price of \$3,395,000. The listing details show that the Bellinos have put over \$6 million into the home."

- How this occurred is still unclear, but one thing is for sure, Jim knows how to manipulate a bankruptcy court to maintain his current lifestyle.
- When Jim and Alexis tried to sell their underwater home, they included this in the listing "SELLER IS EXPERIENCED IN CREATIVE FINANCING AND WOULD ENTERTAIN ANY CREATIVE FINANCING OFFERS"

I will admit that Jim Bellino does seem to have dabbled in a variety of businesses, but they are almost all marred by bankruptcy, foreclosure, felony counterfeit charges, or questionable decisions.

Real Housewives Sleuth at 1:04 AM

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5 comments:

Jason C. April 22, 2012 at 2:15 AM

Not surprised by any of this. Jim comes across as a total conman and fraudster. How could they possibly afford to live such a lavish life if not for these shady dealings?

Reply

Anonymous June 25, 2012 at 11:39 PM

This is my first time pay a quick visit at here and i am truly pleassant to read everthing at single place. Have a look at my blog post chicago pool table movers

Reply

dkbilliards March 18, 2013 at 3:17 PM

All I can say is that every six out of 10 American Heritage pool tables sold through pool tables usa prior to 2009 usually have at least three out of six rails that have bad or "dead" cushion rubber. We do a ton of those re-cushion jobs. Thanks Jim!

Reply

Anonymous April 1, 2013 at 8:39 PM

He's a chode ponzi schemer

Real Housewives Sleuth: Jim Bellino's Financial Past

Reply

Anonymous May 13, 2013 at 11:10 PM

Does this surprise anyone? The guy has no integrity, he is a fraud and more will come out. Who is a bigger fraud than Jim, the wife, Jesus loves us even while Jim is stealing! Pathetic!

Reply

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EXHIBIT 15

Page 141

Bullpen & More, by Kevin Nelson

Jim Bellino: Reality TV Star and Counterfeit Authenticator

leave a comment »



BY KEVIN NELSON. March 19, 2010. Of all the crooks in the crooked memorabilia racket, the hardest ones to catch are authenticators of dubious repute. If you doubt this, consider the case of Jim Bellino, a former authenticator who was the target of an FBI investigation during Operation Bullpen and who is now appearing on a reality television series, "The Real Housewives of Orange County."

<u>Described by Bravo TV as "a self-made entrepreneur and businessman,"</u> Bellino is certainly all that and more. He is married to Alexis, one of the Orange County housewives, both pictured here. Since his appearance on the show, he has become the focus of Internet gossip for his past activities in the memorabilia business. I wrote about Bellino in my book, <u>Operation Bullpen: The Inside Story of the Biggest Forgery Scam in American History</u>, and I have spoken many times with the FBI agents who investigated him.

"He was close mouthed, a tough cookie to crack," said John Ferreira, the FBI undercover agent who posed as a memorabilia dealer and bought thousands of dollars of fake Babe Ruth-signed baseballs and other forged material from Bellino.

Based in the city of Orange in Orange County, Bellino ran a company called Forensic Document Services, which authenticated-that is, certified as legitimate-fake autographs produced by Greg Marino and other forgers who were part of the national ring that ripped off American consumers for \$100 million before the FBI brought their fun to an end in 1999.

https://bullpenandmore.wordpress.com/2010/03/19/jim-bellino-reality-tv-star-and-counterfeit-authenticator/

9/9/2018

Jim Bellino: Reality TV Star and Counterfeit Authenticator | Bullpen & More, by Kevin Nelson

The Chicago FBI first identified Bellino as a subject of interest, and later the San Diego FBI probed his activities in Operation Bullpen. According to Tim Fitzsimmons, the FBI case agent who oversaw Bullpen and Ferreira's undercover investigation, Forensic Document Services was certifying "ungodly" amounts of forgeries and then selling them.

The FBI, in fact, combined with slugger Mark McGwire, then playing for the St. Louis Cardinals, to concoct an elaborate scheme to see if they could get Bellino to admit, on tape, that he was selling forgeries. "The scheme," as I write in my book, "had a few steps to it."



First Ferreira wrote and signed a \$20,000 check made out to McGwire's charitable foundation for children. He never made this contribution; it was a sham. On the memo line of the check, it read, "Charity." The FBI made a poster-sized copy of the check so it was big enough for two people to hold and the names and the amount could be seen clearly. Ferreira and Fitzsimmons then drove up to the Long Beach office of Jim Milner, McGwire's business agent who managed the foundation and was also in on the scheme. Milner and Ferreira held the check between them and smiled as Fitzsimmons took a picture of them. Additionally, Milner composed a letter on foundation stationery, later signed by McGwire, thanking Ferreira for his generous gift.

The FBI then arranged for Ferreira and McGwire to pose for a picture together, which further bolstered Ferreira's cover and lent him legitimacy (it was hoped) in Bellino's eyes. With all this material in hand, Ferreira, secretly wired with recording equipment, paid a visit to Bellino at his office in Orange:

The feds next moved to their target. Since Ferreira's usual demeanor had been a bust with Bellino, his colleagues argued for a change in approach-harder, tougher, more like a criminal. The ever-agreeable UCA said he'd give it a whirl, and on his next visit to Forensic Document Services he came on like a major asshole. Swearing and bragging and dropping the f-word all over the place and parading around with the two signed McGwire balls and the pictures of him and McGwire and him and Milner with the \$20,000 check, Ferreira said he knew that all the garbage he was buying was bad and that all his customers knew it too. So to cover his ass he had dumped a load of money into Big Mac's foundation. You know, to help the kids. All that crap.

Trying to close the deal, Ferreira told Bellino he should do the same-make a donation-because he was dealing lots of forgeries too, right?

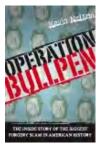
If he was, he wouldn't say. The cookie still would not crumble. All this tough talk made Bellino nervous or, as the agent put it, "hinked up." Failing once more to crack his subject, Ferreira took his balls and photos and left, and the hinked-up owner of Forensic Document Services was undoubtedly happy to see him go.

Despite all the effort the FBI put into investigating Bellino, the cookie never did crumble. He never admitted anything on tape because, he said, he was innocent. He was not selling forgeries. One last excerpt from my book:

Jim Bellino: Reality TV Star and Counterfeit Authenticator | Bullpen & More, by Kevin Nelson

Though his authentication firm, Forensic Document Services, closed its doors after the bust, Bellino told a reporter that he was "neither tried nor convicted of any crime because I never would knowingly buy or sell an illegitimate or forged autograph." Feeling sure he would be vindicated if his case went to trial, he declined to take the matter to court, citing the high cost of litigation and the length of time involved. Instead he accepted a deal with the government that gave him probation and expunged his record. He cannot, however, return to the memorabilia business without obtaining an order from the court.

In the FBI's informal list of Bullpen subjects and the sentences they received, this is what it said about Bellino: "charged/probation/expunge/ban." In other words, the feds barely laid a glove on him.



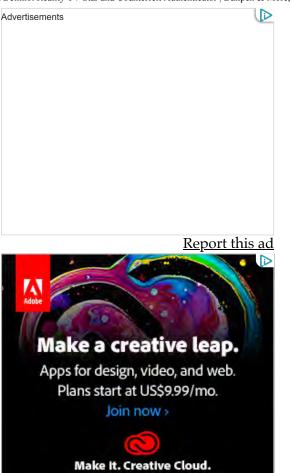
Autograph authentication remains an imprecise science and a rather dodgy one at that. For an authenticator only gives his opinion on whether a signature is legitimate or not, and as the FBI concedes-and the certificate itself states-his opinion may be wrong. So since it's only his opinion, an authenticator can certify "ungodly" amounts of fraudulent material and it's still very, very tough for investigators to prove in court that he is breaking the law.

Pretty nifty little racket, no? Sounds like it might make a good reality TV series.

Kevin Nelson is the author of <u>Operation Bullpen: The Inside Story of the Biggest Forgery Scam in</u> <u>American History</u>. Contact him <u>here</u>.

ADVERTISEMENT

Jim Bellino: Reality TV Star and Counterfeit Authenticator | Bullpen & More, by Kevin Nelson



Report this ad

Written by Kevin Nelson

March 19, 2010 at 6:52 pm

Posted in Authentication, Autographs, Forgery and Fraud, Operation Bullpen, TV, Film & Youtube

Tagged with <u>Alexis Bellino</u>, <u>Authentication</u>, <u>Autographs</u>, <u>Babe Ruth forgeries</u>, <u>Greg Marino</u>, <u>Jim Bellino</u>, <u>John Ferreira</u>, <u>Mark McGwire</u>, <u>Operation Bullpen</u>, <u>Real Housewives of Orange County</u>, <u>Tim Fitzsimmons</u>

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EXHIBIT 16

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Reality Tea

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OC Housewives' Jim and Alexis Bellino Default On \$4.6 Mil Home Loan, Faced Foreclosure! (https://www.realitytea.com/2010/08/28/oc-housewives-jimand-alexis-bellino-default-on-4-6-mil-home-loan-facedforeclosure/) Page 148



(https://cdn1-www.realitytea.com/wp-content/new-

uploads/2010/08/Jim-Bellino-and-Alexis-Bellino.jpg)

Are the Bellinos about to become to the <u>Real Housewives of Orange County</u> (<u>http://www.realitytea.com/category/real-housewives-of-orange-county/</u>) what the Giudices <u>are</u> (<u>http://www.realitytea.com/2010/07/24/photos-see-pics-of-bankrupt-teresa-giudices-home-items-to-be-</u> auctioned-off-aug-22/) to the **Real Housewives of NJ** (<u>http://www.realitytea.com/category/real-housewives-of-new-jersey/</u>)</u>?

Perhaps. The OC Register is breaking the news today that OC star <u>Alexis Bellino</u> (<u>http://www.realitytea.com/tag/alexis-bellino/</u>) and husband <u>Jim Bellino (http://www.realitytea.com/tag/jim-bellino/</u>) defaulted on a \$4.6 million loan for their home in Newport Beach.

The OC Register <u>obtained (http://www.ocregister.com/entertainment/loan-264061-home-bellinos.html)</u> court documents which shows the Bellinos failed to pay \$83,856.92 on their home loan as of April 26 this year. It gets even worse as the documents show the Bellinos faced the threat of foreclosure and having their home sold at public auction to the highest bidder.

Just how close were the Bellinos to losing their home? Let's just say their home was scheduled to be auctioned off on Wednesday, Aug. 25.

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The auction however never took place as the Bellinos were able to obtain a last minute loan modification on the second se

"Chase Bank has been great to work with on my modification," Jim Bellino told the OCRegister on Friday. "The trustee sale has been canceled, and the modification has been agreed upon."

The 5-bedroom, 5-bathroom, 4,200 square feet home was purchased on July 30, 2007. The original loan amount was \$4.5 million but because the Bellinos missed all their mortgage payments since the beginning of this year, the debt with fees and penalties added increased to \$4.62 million.

The OCRegister also <u>reports (http://pedrowatcher.ocregister.com/2010/08/27/housewife-defaults-on-4-6-million-home-loan/25901/)</u> the Bellinos have been trying to sell the home for a while now, taking it on and off the market since May 2008. Their home is reportedly now worth \$3.89 million.

The 6th season of the Real Housewives of OC is currently filming and is scheduled to air in January 2011 on Bravo.

TELL US - ARE YOU SURPRISED BY THIS NEWS?

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Exclusive: Heather Dubrow On Her Podcast, Housewives She Keeps In Touch With, & The Possibility Of Returning To Real Housewives Of Orange County

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Instagram Roundup: Luann de Lesseps, Jenelle Evans, Meghan Edmonds, & More! (https://www.realitytea.com/2018/09/08/instagram-roundup-luann-de-lesseps-jenelle-evans-meghan-edmonds-more/)



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Lynne Curtin Confirms She's Leaving Real Housewives of OC, Jeana Keough Joins Thintervention (https://www.realitytea.com/2010/08/07/lynne-curtin-confirms-shesleaving-real-housewives-of-oc-jeana-keough-joins-thintervention/)

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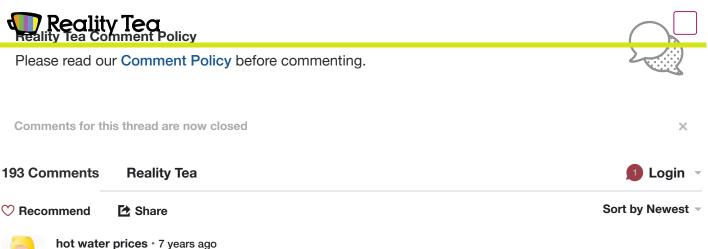












My husband and i have been very thankful that Louis could finish up his researching out of the ideas he grabbed when using the web page. It's not at all simplistic to simply find yourself giving away tips and hints other folks may have been making money from. And we all know we have the writer to appreciate for that. All the explanations you made, the straightforward web site navigation, the relationships you help to instill - it is many extraordinary, and it's really assisting our son and our family imagine that that issue is excellent, which is certainly really pressing. Many thanks for the whole thing! ∧ ∨ • Share •



Louise McKee • 7 years ago

I started watching this show because I have a girlfriend that is just like these women and runs with this type of crowd. I watched it to laugh cause I just don't get the lack of reality in this Reality Series. These women have not real handle on reality. Vicky? You only work like you do cause you can't deal with "yourself". I don't see you as strong, I see you as using your money to be strong. All the others have "wiped" out on the finance game and this is your only hold. Too bad, at 48, you'll loose Don (a really great man if you'd spend one real, genuine moment with him). Once you've lost was was really your "platform" the money won't come in as good. Working till 2am won't be as nice when you don't have that Don around. The "new boyfriend" won't put up with you either, you're too needy. You aren't Tamara..she can stupid her way through a relationship. I feel so blessed with my financially dismal life. My home is only 1200 square feet but it's mine. I don't have friends bashing me non-stop. I run a business but don't work 90 hours a week. I'm 48 and when I see you Vicky, I appreciate my life. Thanks to all the Housewives for creating appreciation for the "common man". WWWOOHHHHOOOOOOO (yell that in a screetching voice)!

∧ ∨ • Share →



Gigi 1 • 7 years ago

Alexix Bellino's husband paid \$27K for watches on their trip to San Diego. I think Bravo needs to screen very carefully and ensure that these reality stars have the money to entertain us with thier lavish lifestyles. The only ones who seem to have significant money are three on Beverly Hills, and two on NYC. Not counting Bethenny Frankel who is now a millionaire and still not spending like there is no tomorrow and working hard. The body shots Tamera did were just as bad as anything she has accused Gretchen of. Tastless. And Vicky acts like Tamera is her lover and has to make up with her like she has comitted adultry.

∧ ∨ • Share •

V Reality Tea



hanky • 8 years ago

Oh and if that is Jim - why would someone who can afford to buy a multi-million dollar home need a loan mod? Downsize and stop living beyond your means instead of trying to stay in a home you can't afford, that you agreed to buy at a certain price.

Share -



hanky • 8 years ago

Thats a phony profile- it's not Jimslob himself I'm sure./

Also - @172 - Donn was a real big wig at Home Depot - he was rich when Vicki met him. So to act like she is some great go getter who came from nothing is ridicuous. He made her, who do you think put the money into her business? Recall the 1st season it was run out of their house - the one Donn paid for. Vicki works but she is just as phony as the rest.

∧ ∨ • Share •



ValinFL • 8 years ago

Wow. The man himself has decided to reply!



Jim Bellino • 8 years ago

I find it necessary to clear up any misunderstandings regarding our loan modification as the media has once again (inaccurately) blown this out of proportion. Last year at this time I tried talking to our bank about a loan modification and they told me that if you are current, "we won't talk to you." In January of 2010, I made the decision to stop making payments so my bank would talk to me. In April they did, and I submitted a loan modification package. The bank didn't make me an offer to modify my loan until August. The fact is, if the bank would talk to people before being late on their mortgages, we wouldn't have to go through this mess.

One press outlet misquoted and said that I said, "Im not going to throw good money after bad, it's just not good business." What I said is that if you can't afford your payment then you should short sale or do a deed in lieu of forclosure because it's simply not good business to throw good money after bad. A lot of Americans are waiting for their banks to call them back -- and before long they find themselves in forclosure. The fact is, our government gave us a "PLAN TO MODIFY," so why are the banks not talking to us unless we stop making payments? I have successfully negotiated my modification and you can to! But make no mistake, I am having to pay over \$25,000 in penalties and late fees just because my bank wouldn't talk to me when I was current.

Being proactive about your finances doesn't mean you're broke or bankrupt, it's simply good business. Am I the only one having these problems with the mean you're broke or bankrupt, it's simply good business.

∧ ∨ • Share •

Reality Tea

newport observer • 8 years ago

Opps best to reread posts before hitting submit comment...

Not a care in the world for someone *who* has not paid their mortgage....

Share -



newport observer • 8 years ago

ALexis and Jimbo sighting this last Tuesday romping at the Bayshore Beach (gated community) with the kids late afternoon.....Jimbo did not have his usual Spanky and Gang hair do but still looked like a douche....Alexis was just sitting on the park bench with a gal pal watching the kids run wild.....

Not a care in the world for someone is has not paid their mortgage.... 1 \land | \checkmark \cdot Share \cdot

Comments continue after advertisement



dawn in wisconsin • 8 years ago

LWoo @182!!!!Toatally agree with ya!!!AlexAss is the car and JimSlob is the remote control....anyone who is married and really love each other,not married for money or convience(I think they are)knows that you need to be your person....it's healthy!!!I could never live like that.She states they don't have "girls/boys night out",they are in therepy at least once a month,and have all passwords to e-mails and whatnot.My husband and I have a night out once in a while,he goes golfing and I have pottery class once a week.Guess we trust each other,if they can't be apart for one night ...there is No trust.He probably knows she is goldigger and a hoe(look what she did to her first husband)and has to keep a tight leash on her because she's probably on the look out for richer sugar daddy.I think their marriage is a sham...and the christian thing where does one start with that nonsence.....sorry for the rant...feel better now.



cat • 8 years ago @178 - LOL ∧ ↓ ∨ • Share >

LWoo • 8 years ago

LMAO @ 175 Dawn! She makes it seem as though they love one another so much that they can't be away from each other. But that's what he wants her to believe. Geez, you have to be an individual! He can control everything she does.

Share ,







observer • 8 years ago

The SIXTH season of "The Real Housewives of Orange County" is currently filming and is tentatively scheduled to air in January 2011 on Bravo. Not the fifth.

Share -



Reality Tea 🖈 observer • 8 years ago

Thanks Observer, a correction has been made. - Reality Tea

∧ ∨ • Share →



Bryan • 8 years ago

@177 Thats because Icky love tank is way too big to be topped off
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Comments continue after advertisement



cat • 8 years ago @zo (176) I agree -

Icky is not very nice at all. Up until the wedding vows renewal episode, she's been complaining about Donn not filling up her tank, while he was not being all that great either.

I recall one Lake Havasu trip where Donn was calling Vicky names in front of ppl on the boat. That was totally inappropriate and was embarrassing, to say the least.

∧ | ∨ • Share



zoso666 • 8 years ago

Tired of all this praise for Vicky she is a bitch and correct me if I'm wrong but I believe I read somewhere that she writes insurance for AIG and didn't us as tax payers bail out that company so Icky can still have a job and if the Government didn't do that where would Icky be at now no better than the rest is my guess so if I'm wrong about the AIG thing let me know I just cant remember where I read it has been awhile \land $| \lor \cdot$ Share \rangle



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(

Smiling DOES make you look younger...I doubt that woman hardly ever smiles(for real)I know I couln't **Reculity** a Teo be married and sleep with that ugly control freak of a husband!!!!!!!AlexAss probably

him somewhat attractive and have a personality. Thank you God Amen"

Share -



LWoo • 8 years ago

I also have to say this: smiling makes you look younger if you do it often. The need for plastic surgery is so intense for Jesus Barbie that she can't even smile! That's just plain ridiculous on her part.



LWoo • 8 years ago

@ 36 Mikki: I completely agree! I was going through the process of getting a home and the mortgage broker gave me horrible advice. THEN, she tried (notice the word "tried") to get me to make an offer on a home that was out of my budget! Of course, I put my foot down and told her that I couldn't afford such a home. Needless to say, she wasn't as helpful or friendly and tried to hurry everything along- which didn't work out. I guess I should mention that I'm a first-time buyer! Bad experience for my first time around. But now I know better.

I don't feel sorry for people who live beyond their means, either. I can afford Old Navy, not Lord & Taylorso I'll shop AT Old Navy! LOL

LMAO @ 'Jesus Barbie!' (Who came up with that???)

Share -



brownstonefan • 8 years ago

Vicki is silently saying "I told you so"! She has been offering for years financial planning for all of the housewives and they wouldn't hear of it! Vicki was a single mom of two small kids. She wasn't going to find a rich husband to take care of all of them. She made her money and found love in Don (greatest stepdad ever!).

IMO, Vicki is the most financially sound "housewife". In the yacht decision, she said she needed to sell the Havasu house to buy the yacht and the family decided against it. That's how real people buy things...decision making!

Other than Vicki, Kandi, Lynda, Stacie, Bethenny, Jill, Ramona and Caroline every other "housewife" has the ability to fall into foreclosure just like the rest!

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Reality Tear another "fake" couple on Bravo?!



Exposed • 8 years ago

Thanks Pixie....yeah it's a sad state of affairs when children become lottery tickets.

Share ,



Pixie • 8 years ago

@167 Exposed: hilarious! You should charge extra to roll down the windows as you all approach to get the full experience!

BTW, great point you made about how some of these gold-diggers latch onto a wealthy man and have their children so they are guaranteed child support for many years.

Share -



Mikki-In-NY • 8 years ago

Off topic but had to share this. I'm watching the Emmy Awards and Jimmy Fallon is the host. He is about to introduce one of the presenters and says: And here she is the real housewife of New Jersey - Edie Falco. Best line of the night.

∧ ∨ · Share ·



Exposed • 8 years ago

Will do Pixie!

I may even start a point and laugh bus tour. Highlighting all the business that had to close their doors due to toxic fumes being emitted by the couple.

Share ,



Pixie • 8 years ago

@165 Exposed LMAO!! Please throw in a point and laugh from me too!

Share ,

Comments continue after advertisement





Reality Tea

Yes, the notel advertises what they charge for housekeeping service....nothin' but class I tell ya.

The next time I'm in laguna though, I may have to walk by, point and laugh. \land \mid \checkmark \cdot Share \cdot



Pixie • 8 years ago

Hey, Exposed, do u have any info on how the flatulent fat ass' hotel/motel is doing? 1 \land \mid \checkmark \cdot Share \cdot



Exposed • 8 years ago

@Ginger Tee, I think he just glues to his head, whatever his wife shaves off his back. \land | \checkmark \cdot Share \cdot



GingerTee • 8 years ago

Maybe someone can explain Jimbo's hair to be. is he a member of the hair club? Are those plugs, weaves, etc. He should invest in a nice lace front \sim | \sim \cdot Share \cdot



GingerTee • 8 years ago Bryan@157, we are on the same page ∧ ↓ ∨ • Share ›



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Exposed • 8 years ago

@158 Bryan...could not agree with you more. Of course, he probably can't eat many fruits and vegetables...they instantly rot in his presence.

I wonder if feral cats are drawn to their property. Page 171

∧ ∨ · Share ›

🗾 Reality-Tea

eats too much chili or as my brother in law calls it, Chili pits, (shudder!!!!!)

∧ ∨ · Share ›



Bryan • 8 years ago

Vicki needs to get over her " I'm the momma dog" nonsense I would just laugh in her face, She's a big girl she should be able to handle those women and stop getting so put out if they say something to her.. like I've said before if your going to be a bitch, be a high flying bitch, none of this passive aggressive bitch that she does. So i'm with you on Vicki, either go all out or cool it

As for Alexis thats all she is a bikini and lip gloss, she probably doesn't know what a Bellini is, to her if she saw one would think it was some high end slurpee

∧ ∨ • Share ›



GingerTee • 8 years ago Laura L. @ 148, I agree ∧ │ ∨ • Share ›



GingerTee • 8 years ago

Don't get me wrong, like I said, I am not an Alexis fan and I applaus Vicki's business sense but she needs work with the one on one. Your not supposed to only be respectful to those who kiss your ass.



GingerTee • 8 years ago

I am not just talking about Vicki with Alexis, Alexis told her where she could go. Vicki at some point has berated, belittled and been a bitch to every woman on that show. She only likes them when they start to kiss her ass. Now if a person chooses to be that kind of bitch then they to have balls too so that when it comes back around they can handle it. When it all came back around, Vicki cried, and all of a sudden everyone was picking on her. Everytime that she has reduced someone to tears, she was completely cold and uncaring. Karma is a bitch and she found that out. Hopefully she has taken some of her well earned money and purchased some manners. I'm only saying, what happened to all that attitude she had when she was making everyone else cry.

∧ ∨ · Share ›

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🕽 Reality Tea

@151 Bryan...totally, but not for a lack of trying on part of the deodorant. Imagine, that poor bottle of deordorant feeling bad for itself knowing that it is going to be blamed for the stench and stains. It tries to do it's job but knows there is only so much that chemical ingriedients can do.

Share ,



GingerTee • 8 years ago

Bryan @ 142, but see everyone deserves respects from the bag lady to the rich and Vicki is disrespectful. She acts like because she is the best off financially she is better physically, mentally and emotionally. She hated Alexis from day one actually she didn't care for too much of anyone at first glance. I am not an Alexis fan but just because a person brings nothing to the table does mean they have to take Vicki's sH&%, that's bull. You know you and I agree on most but even if Alexis came to the with only her lip gloss, bikini and bellini, she put Vicki in her place and I was verrrrry happy.



Bryan • 8 years ago

∧ ∨ · Share >

@147Exposed, Ewww, he also reminds me of someone who's deoderant fails
 • • Share •







Laura L. • 8 years ago

@140 GingerTee.....Hi! I want to tell you that I agree 100% that Vicki can be one HUGE pill. No two ways about it. In fact, I think she can be a downright b*tch at times. I think she has done her share of dishing out, but not being able to take it. Having said that, I think she really does love her family & friends, works very hard, and tries to change for the better. I always felt Don really, really loved her. I thought that Vicki could be downright rude to him, and not consider his feelings. Very sad. I think she made efforts to change to help her marriage. I think she realized, hopefully, that she was being too snarky/mean to Don. Lawdy, I hope she did change to keep/save her marriage. I even feel sorry for her "kids" at times. Her daughter seems to be more mature in so many instances. Her son can get on my nerves, but I think he loves her deep down. I know she can be a royal PIA, but I think she loves them with all of her heart.

@143 Exposed.....Hi! I agree totally.

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🕡 Reality Tea



Exposed • 8 years ago

@146 Bryan....the smells coming from the lowest pits of hell, would have a more pleasant aroma than he would. Unless of course someone enjoys the smell of pawn shops and rotting soul.

That wasn't another nose job she had, she had her sense of smell removed.

Share -



Bryan • 8 years ago

@145 Exposed, Ewwww only one can begin to imagine what goes on in the lair of stench.. You know what else cracks me up can you see Duck-Face working for her plastic surgeon. I can see him with a prospective client and he brings her out and motions to Duck Face..... "let me show you a walking talking example of my work"

Share -



Exposed • 8 years ago

@144 Bryan, too funny.....yeah, I wonder if it stuns them, and lowers their IQ's 40 points long enough for him to get them to his lair.

Share -



Bryan • 8 years ago

@140 Exposed, that's Sloth's way to lure women in, sort of like Pheremones only his comes via his colon.
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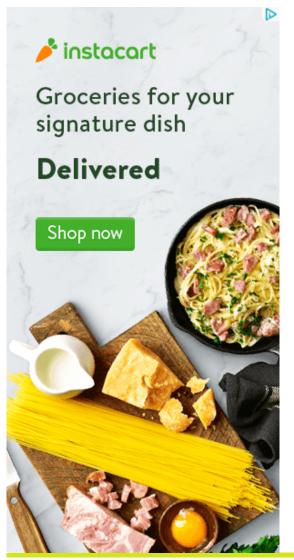
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EXHIBIT 17

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Loan Modification Fail for 'Real OC Housewife' Alexis Bellino - Developments - WSJ

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https://blogs.wsj.com/developments/2010/12/07/loan-modification-fail-for-real-oc-housewife-alexis-bellino/

DEVELOPMENTS

Loan Modification Fail for 'Real OC Housewife' Alexis Bellino



Dawn Wotapka Dec 7, 2010 5:30 pm ET

Βv

Back in August, we reported that a loan mod saved Jim and Alexis Bellino - cast members on Bravo's "Real Housewives of Orange County"-from foreclosure. Well, the saga appears to have taken a negative turn: The Bellinos had a "property foreclosure notice" published in their local newspaper, RadarOnline.com reports.

The couple purchased their Newport Beach, Calif., mansion at the height of the real-estate frenzy. They paid \$4.56 million in August 2007, a month after the county's median home price struck an alltime high and then plunged 42%, the Orange County Register has reported. The Bellinos couldn't be reached for comment.



GETTY IMAGES Ms. Bellino

The loan mod helped the couple with three children narrowly avoid

foreclosure earlier this year. They've been trying to unload the six-bedroom, six-bath home, but even slashing the price hasn't helped: The asking price reportedly fell to \$3.7 million on Nov. 29, from about \$5 million on Nov. 10. With penalties for missed payments added in, the debt on the house is now \$4.7 million, RadarOnline reports.

The Real Housewives are no strangers to real-estate drama. We've previously written about Orange County Housewife Tamra Barney, who unloaded her 4,300-square-foot Tuscan-style abode in a short sale earlier this year. Earlier this year, another OC housewife, Jeana Keough, used a loan mod to avoid foreclosure on her seven-bedroom, nine-bathroom home.

Follow Dawn on Twitter @dwotapka

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'Orange County' hubby once FBI target in memorabilia sting

THE SPORTS ITEAM BLOG | DEC 04, 2012

In his terrific book "Operation Bullpen: The Inside Story of the Biggest Forgery Scam in American History," about an autograph forgery ring that ripped off sports fans for \$100 million before the FBI ended its run in 1999, journalist Kevin Nelson writes about an authenticator named Jim Bellino. Bellino, who authenticated the gang's fake autographs, was a target of the FBI investigation but was ultimately never charged. Now, Nelson writes in Autograph Magazine, Bellino is back in the public eye, this time as the husband of Alexis Bellino, one of the stars of "The Housewives of Orange County." Bellino is described by Bravo on its Web site as a "self-made entrepreneur" and there is no mention of his ties to the FBI investigation or the autograph forgery ring. Here's Nelson's take on why the FBI has a hard time making a case against rip-off authenticators: "Autograph authentication remains an imprecise science and a rather dodgy one at that. For an authenticator only gives his opinion on whether a signature is legitimate or not, and as the FBI concedes-and the certificate itself states-his opinion may be wrong. So since it's only his opinion, an authenticator can certify 'ungodly' amounts of fraudulent material and it's still very, very tough for investigators to prove in court that he is breaking the law." Meanwhile, last week HBO won dismissal of a \$5 million defamation lawsuit filed by Donald Frangipani, the Brooklyn authenticator who



claimed that a "Real Sports" segment linked him to a forgery ring broken up by the FBI in 2000.





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EXHIBIT 19

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Exhibit O - Page 192



HOUSEWIVES (HTTP://WWW.REALMRHOUSEWIFE.COM/CATEGORY/HOUSEWIVES/)

Jim and Alexis Allegedly Not Paying People Who Work For Them?

A source close to the Real Housewives of Orange County has come exclusively to us to share a story about Jim and Alexis Bellino.



(http://realmrhousewife.files.wordpress.com/2013/04/jim alexis bellino-gossiplist.jpg)

Our source has an interesting story to share regarding Jim and Alexis. Allegedly, they had hired an interior decorator to decorate their new home on the show. They apparently promised her that she would get a lot of business by being on the show if she would "hook them up." The decorator allegedly decided it could be a good business move and said she would help them out, give up her time to them, etc. BUT they would have to pay for fabrics and furniture. One day, when she was leaving, our source tells us a contractor was waiting outside and said to the decorator "good luck getting paid" if she was working for them. He allegedly also said

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Jim and Alexis Allegedly Not Paying People Who Work For Them? - www.realmrhousewife.com

Jim and Alexis had not paid him. The decorator supposedly ignored him and continued working for them. Our source tells us that, a few weeks later, when the decorator gave them a bill, they kept telling her they would pay her "tomorrow." She finally did get a check- but our source tell us the check BOUNCED!

UPDATE: The source also has shared with us that allegedly there was a lawsuit that came out of this and that, allegedly, the decorator got a judgement in her favor.

Wow! What do you think? Do you like Jim and Alexis or do you believe they would be shady like this? Let us know!

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Jim and Alexis Allegedly Not Paying People Who Work For Them? - www.realmrhousewife.com

Maryann Chubb *April 15, 2013 at 11:50*

I believe JIM didn't pay. For some reason he comes off like the world owes him. I don't think Alexis has the brains to pull off anything like that.

kathyf48 (http://gravatar.com/kathyf48) April 16, 2013 at 01:22

I think they are very shady he has been involved in illegal things in the past. I have read that they move from house to house without paying the rent and that is why they have new homes all the time. I have read this for years now and from many different places. i don't care for either of them.

Candy *May 13, 2013 at 20:22*

Funny, this story sounds SOOO very much like the one about Taylor and Russell Armstrong stiffing THEIR interior designer, down to the comment by the contractor. Could this be straight out of Tamra Barney's jealous mouth?

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Exhibit P

Exhibit P

Putting an End to Tamra Judge's Bullying

March 1, 2019

After many months, I am finally breaking my silence.



by somehow remaining relevant.

It's unfortunate that I have to speak out on matters that I have attempted to keep private, and that others continue to attempt to portray me and my family in a false light. These past few months have been a very difficult time for me and my family. Divorce is never an easy decision to make, and the fact that our three children are affected by the failure and breakdown of the relationship with my wife saddens us both deeply.

First off, I would like to take this opportunity to thank our family and friends, who have been there for us during this transition. I would also like to thank my legal team, attorney Geoff Neri and his firm, for their support dealing with the disgusting actions and statements of Tamra Judge and Shannon Beador. Many questions have been asked. The purpose of this blog post is to state the facts regarding this case and to bring everyone up to speed on what has transpired since.

My family and I have sadly been the target of slanderous statements made by Tamra Judge that date back to 2011, when she publicly called me a "Faux Christian," despite the fact that I hold a degree in theology. I find it preposterous for her to make such statements about me when she has chosen to make her supposed Christianity a plotline for a reality show by getting baptized in a swimming pool and then still continuing to act in a debaucherous manner for television. In my opinion, these acts seem to be coming from an extremely fame-hungry individual who is desperate for a storyline and frantically trying to keep her reality TV job

Exhibit P - Page 1

In 2012, completely unprovoked, Tamra Judge called me a "cocaine dealer," which is ironic, considering I have never in my life taken any illegal substance of any kind. Once again, this was a desperate comment made publicly to harm me personally with zero regard as to how this would affect me, my work, my wife, or our small children.

These destructive comments seem to be Tamra Judge's principle weapon of choice to use against whomever she decides to target. She has admitted to making up lies and has targeted her venomous comments toward every single cast member she has ever worked with on The Real Housewives of Orange County. She has publicly used that same vile and venomous commentary on her previous husbands, her children, and fans of the show. In my opinion, she will say and do anything to try and keep her name spinning in the public eye by causing some sort of controversy.

Her harassment and degradation of me continued despite legal warnings to cease and desist; it continued despite pleas asking her to stop and mind her own business, even after it was established that what Tamra was saying about me was having a negative and damaging impact on my family, and my personal and professional life. In addition, all of her deeply harmful words were not merely reserved for viewers of Bravo, as she has made all manner of hate-filled comments about me on social media, on talk radio, and during interviews on other television networks.

In June of 2018, she crossed the line once again, and I felt forced into protecting my family and my reputation by filing a legal action against her and Shannon Beador for their slanderous comments.

After filing for divorce from Alexis on June 21, 2018, which was already the most painful and difficult experience of my life, I learned that there were vicious statements spreading about me, statements made by Tamra Judge and Shannon Beador during a podcast taping of Heather MacDonald's "Juicy Scoop" podcast. In watching the video footage of the show, recorded in front of a studio audience of over 300 people, it is obvious that this segment was a premeditated setup and attack orchestrated by Heather McDonald and Tamra Judge. Tamra even admits on the video that she and Heather McDonald exchanged numerous text messages discussing me and my family before deciding to make all of that fodder for Heather's show.

With a large movie screen image of me and my ex-wife with a tear between us on display behind them, Tamra Judge says to the audience, and this is a direct quote:

Jim Bellino, "He's going to go to jail. Yeah, he's a shady motherfucker!"

[Obviously, these statements made by Tamra Judge, Shannon Beador, and Heather MacDonald were lies, which is why I sued them.]

Tamra, Shannon, and Heather decided it would be self-promoting to use my very sad personal family situation for their personal, financial, and celebrity gain. I knew when I heard it that if I didn't take legal action, there would be no end to their depravity — after taking years of verbal abuse and slander from Judge, this was truly the last straw. This, I knew, would be a defining moment — I chose to react and defend myself. If I were to have retreated, the abuse would have continued on and on as it has for years.

Tamra's longstanding abuse of the reality TV platform is so disgusting to me. In my opinion, she has used Bravo TV and The Real Housewives of Orange County TV series to get away with all manner of manipulation, bullying, and abuse, all without facing any consequences from Bravo or her uninformed cult following.

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Tamra, using the power you wield as a public figure and as woman to try to emasculate and reduce a man for whom you have exhibited nothing but pure, unadulterated contempt is sad and desperate on your part. I am a Christian father who was clearly devoted to his wife and children. All of this coming from a woman whose own life is nothing if not the portrait of failed marriages and failed child-rearing.

I hope this blog is helpful in answering the questions that have been asked, and it is also my hope that you, as the reader of this blog, now have a better understanding of my position and the reason I felt it was necessary to bring legal action against Tamra Barney Judge and Shannon Beador.

In closing, I know many of you feel the same way I do about Tamra Judge, and some of you have also been victims. I am committed and resolved to stand up for myself and the many others who have been forced to endure Tamra Judge's malicious attacks for such a long time. It may take years to rehabilitate my reputation, both personally and professionally, and undo the damage done, but I am not going to give up. I will do whatever it takes to clear my name, protect my family, and be vindicated. I wish all of you the best, encourage you not to give in to bullies, and appreciate all the support I have received during these trying times.

Uncategorized (Http://Jimbellino.com/Category/Uncategorized/)	Alexis Bellino (Http://Jimbellino.com/Tag/Alexis-Bellino/) ,
	Bravo (Http://Jimbellino.com/Tag/Bravo/) ,
	BravoTV (Http://Jimbellino.com/Tag/Bravotv/) ,
	Jim Bellino (Http://Jimbellino.com/Tag/Jim-Bellino/) ,
	Real Housewives Of Orange County (Http://Jimbellino.com/Tag/Real-Housewives-Of-Orange- County/)
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	, Reality TV (Http://Jimbellino.com/Tag/Reality-Tv/) ,
	RHOC (Http://Jimbellino.com/Tag/Rhoc/) ,
	Tamra Judge (Http://Jimbellino.com/Tag/Tamra-Judge/)

25 Replies to "Putting an End to Tamra Judge's Bullying"



March 1, 2019 at 5:51 pm

(http://jimbellino.com/2019/03/tamra-judge/#comment-590)

Jim, i've been following your story for a long time on social media and in the media. The Torture and abuse from tamra over the years has been so unbelievable. And I cannot imagine how you've tried to maintain you'r composure. Glad you're holding her accountable cuz so many fans are exhausted with her foul mouth and awful attitude! Stay strong & God bless you and your family !

douggiesmalls says:

March 1, 2019 at 6:01 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-591)

Wow powerful statements here Jim. Honestly I have to say I would be on the side of any person whose had to deal with Tamra Barney. On top of getting a total raw deal on housewives when you were on you have to deal with this crazy nonsense in the after math. Keep your head up knowing alot of people support you and hope this doesn't have an impact on your children the way I'm sure what your ex is up to on social probably is.



March 1 2019 at 6:40 nm

http://jimbellino.com/2019/03/tamra-judge/#comment-593)

The fact that her own daughter wants nothing to do with her should say it all! That whole show is not a example of a housewife!



Susan says: March 1, 2019 at 6:44 pm

(http://jimbellino.com/2019/03/tamra-judge/#comment-594)

Good luck to you. I'm glad someone finally had the courage to stand up to her.



Ciara says: March 1 2019 at 6:49 pm

http://jimbellino.com/2019/03/tamra-judge/#comment-595)

My heart breaks reading this. Tamra is everything that is wrong in this world. Thank you for doing what a real man does and stand up to her. You are the first and only person that has ever made her shut up. Tamra has maybe a few more seasons left on Housewives and then she will probably do porn and let her kids promote it on their social media.



Gina DeLuca says:

March 1, 2019 at 7:35 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-596)

I really have no idea why Tamra is still on the show. She's a complete liability and worse than simply a "mean girl." She's the type of person that makes other people contemplate suicide. Sorry you have to endure her, still.



Kelli B says:

March 1, 2019 at 8:34 pm http://jimbellino.com/2019/03/tamra-judge/#comment-598)

Jim, stay strong in your resolve and know that there are many who support you, and your family. I pray you get justice and those vile women are seen for exactly what they are. I remember a strong Christian man from many years ago and I have still much respect for you!

"Greater is He that is in you, than he that is of the world"



March 1, 2019 at 10:48 pm

(http://jimbellino.com/2019/03/tamra-judge/#comment-600)

Sorry buddy...hang in there. In due time you will be vindicated and it will all turn around.

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Ruby says:

March 2, 2019 at 9:17 am (http://jimbellino.com/2019/03/tamra-judge/#comment-602)

I had to stop watching, because her Tamra is a Fake Christian and makes JESUS'. GRACE to her a laughing stock!

Mary says: March 2, 2019

March 2, 2019 at 9:33 am (http://jimbellino.com/2019/03/tamra-judge/#comment-603)

I never could stand Tamara ...she is a very low individual. Zero tact and zero respect ...not even for herself .she makes herself look like a complete bimbo.Im being polite. She is the reason i gave up on the whole show .



Carla Lake says:

March 2, 2019 at 12:01 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-604)

I didn't care for her since attacking Gretchen at the reunion. And the Jesus Jugs comment to your ex-wife wasn't funny to me. I wish you luck in this! Seeing what Tamra has the amazing ability to pull off it won't be an easy fight but seeing she is able to get away with what she has shows me she goes at people not as strong as her. I feel she may have met her match!



Mary says:

March 2, 2019 at 1:31 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-605)

Jim it broke my heart that you and Alexis split. But all the stuff said stay strong and keep the faith. No one should deal with her bad mouthing like you I agree in my words she does NOT act Christian her fowl mouth, drinking showing her boobs etc on TV when you have children or not is not Christian or lady like. I hope you win

Miller says:

March 2, 2019 at 4:35 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-610)

Keep fighting the good fight JB. Bullies are really cowards, and spanks don't change their spots. Rooting for your win!



Doug Mitani says:

March 2, 2019 at 8:21 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-613)

Vile disgusting women...Tamara and Shannon. Embarrassing and humiliating for their families.



scr8plat8 says:

March 3, 2019 at 12:00 am http://jimbellino.com/2019/03/tamra-judge/#comment-616)

Our behavior everyday is what God judges us on and that is how Tamara will be judged in the end because she has no shame and doesnt care one iota how her behaviour reeks havoc on the lives of those around her. We believe you Jim and we believe in your battle against her. You deserve some peace for once!!!!

BQ says: March 3, 2019 at 1:11 am

(http://jimbellino.com/2019/03/tamra-judge/#comment-617)

Tamra is a vile huma being, all of her heinous behavior is on display on each and every episode of The Real Housewives of Orange County. The only thing she excels at is embarrassing herself and those around her; much luck on your battle!



Joanne Hodge (http://jimbellino.com) says:

March 3, 2019 at 7:00 am (http://jimbellino.com/2019/03/tamra-judge/#comment-624)

So well said.. I always said Hurt people Hurt people.. it's a shame that she's this way. She's not a christan. So fake. The day she threw that glass of wine in Gina's face made her look like a true bully. My Best wishes to u and ur family. Good and true people win in the end.....



Jerri says: March 3, 2019 at 9:44 am

(http://jimbellino.com/2019/03/tamra-judge/#comment-625)

What surprises me is that so few people are able to make the connection between what negative, damaging things Tamra says on TV, or, in this case, on a podcast, and the fact that it has a negative impact on that person's reputation, and subsequently, their business dealings. In this instance, Jim Bellino was the victim, and as he says, it's impacting him personally and professionally. It's not hard to understand that he should stick up for himself in any way possible, including through court if needed be. After what I have seen here in OC myself over the years, I am thrilled to see someone holding Tamra to account for the damage she has done.

Sherry says:

March 3, 2019 at 10:39 am (http://jimbellino.com/2019/03/tamra-judge/#comment-626)

Tamra is vile and vicious!! When I watch what she does and hear what she says I see no love in her. She is a Christian on her terms not on Gods.

ShantyTownBlues says:

March 3, 2019 at 10:50 am http://jimbellino.com/2019/03/tamra-judge/#comment-627)

Tamra will never be Christian and with any luck she will not be on tv for much longer either. She's a dark spot that fans of the show have to look past. I know that myself and many others have stopped watching RHOOC as a result of her BS.



Janean Garnett. says:

March 3, 2019 at 11:02 am http://jimbellino.com/2019/03/tamra-judge/#comment-628)

I want all that say they're Christians. Remember that means, being like Christ. That part!!!!!!



Maggie Genius says:

March 3, 2019 at 12:33 pm

(http://jimbellino.com/2019/03/tamra-judge/#comment-629)

Out of curiosity I've gone to many restaurants and not once have I seen a catfight at a table or bar area. It's rare to even hear a conversation from the next table. Staged for TV ratings or lots of low class women? Tamara a Christian? Haven't seen a sign since the Baptism.

Roberta Avery says:

March 3, 2019 at 2:43 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-631)

She stirs crap all the time. She does not know how to be a true friend



March 3, 2019 at 5:33 pm (http://jimbellino.com/2019/03/tamra-judge/#comment-632)

I don't think you should explain yourself. The truth doesn't need explanation. Just handle it in court and let her character speak for itself on the show.



edithcharles says:

March 4, 2019 at 12:13 am (http://jimbellino.com/2019/03/tamra-judge/#comment-633)

so many ppl dont get that what Tamra Judge says on TV are things she's paid to say. she GETS PAID to speak badly about Jim Bellino and many other ppl as well. It's past disgusting and even more sickening that she would then call herself a Christian. Honey please! Good for you for standing up to her...somebody finally had the balls to do it! stick to your guns, Jim, do NOT GIVE UP!

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1	PROOF OF SERVICE	
2	Bellino, et al. v. McDonald	
3	Orange County Superior Court Case No.: 30-2019-01078776-CU-DF-CJC	
4	I, Jason R. Ebbens, declare that I am over the age of 18 years, employed in the	
5	County of Los Angeles, and not a party to the within action; my business address is 609 Deep Valley Drive, Suite 200, Rolling Hills Estates, CA 90274.	
6	On October 23, 2019, I served the foregoing: NOTICE OF SPECIAL	
7	MOTION TO STRIKE AND SPECIAL MOTION TO STRIKE COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF	
8 9	JEFFREY LEWIS IS SUPPORT THEREOF on the interested parties in this action by placing \Box the original \boxtimes a true copy thereof, enclosed in a sealed envelope	
9 10	with postage pre-paid, addressed as follows:	
10	* See Attached Service List *	
12	BY ELECTRONIC SERVICE. I served the foregoing document(s) on	
13	interested parties by using the electronic filing service ONELEGAL to serve and file documents electronically as mandated by the Orange County Superior	
14	Court. The documents were electronically transmitted to the e-mail addresses of the persons set forth the above.	
15 16	(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
17	Executed on October 23, 2019, in Rolling Hills Estates, California.	
18	0	
19	Jason R. Ebbens	
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	SPECIAL MOTION TO STRIKE	

Jeff Lewis Law 609 Deep Valley Drive, Suite 200 Rolling Hills Estates, CA 90274

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	<u>SERVICE LIST</u> Page 1 of 1 <i>Bellino, et al. v. McDonald</i> Orange County Superior Court Case No.: 30-2019-01078776-CU-DF-0	
	Orange County Superior Court Case BROWN, NERI, SMITH & KHAN LLP 11601 Wilshire Blvd., Suite 2080 Los Angeles, CA 90025 Geoffrey A. Neri, Esq. Email: geoff@bnsklaw.com	No.: 30-2019-01078776-CU-DF-CJC Attorneys for Plaintiff: James Bellino Jump Management CO., LLC
	SPECIAL MOTIO	ON TO STRIKE

Jeff Lewis Law 609 Deep Valley Drive, Suite 200 Rolling Hills Estates, CA 90274