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10 VITALY IVANOVICH SMAGIN

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

13 VITALY IVANOVICH SMAGIN,
14 Plaintiff,

15 v.

16 COMPAGNIE MONÉGASQUE DE
17 BANQUE a/k/a CMB BANK; ASHOT
18 YEGIAZARYAN a/k/a ASHOT
EGIAZARYAN, an individual; SUREN
19 YEGIAZARYAN a/k/a SUREN
EGIAZARIAN, an individual; ARTEM
20 YEGIAZARYAN a/k/a ARTEM
EGIAZARYAN, an individual;
21 STEPHAN YEGIAZARYAN aka
STEPHAN EGIAZARYAN, an
22 individual; VITALY GOGOKHIA, an
individual; NATALIA DOZORTSEVA,
23 an individual; MURIELLE JOUNIAUX,
an individual; ALEXIS GASTON
24 THIELEN, an individual; RATNIKOV
EVGENY NIKOLAEVICH, an
25 individual; H. EDWARD RYALS, an
individual; and PRESTIGE TRUST
26 COMPANY, LTD.,

27 Defendants.
28

Case No. _____

COMPLAINT

[CIVIL RICO LIABILITY]

**(Civil RICO Liability under 18
U.S.C. §1962(c), §1962(d), and
§1964(c))**

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Defendant Ashot Yegiazaryan (“Mr. Yegiazaryan”) is a Russian criminal
3 on the Interpol “Red” list, living amongst us in a luxury estate in Beverly Hills as a
4 citizen of California. From Beverly Hills, Mr. Yegiazaryan lords over a criminal empire
5 worth hundreds of millions of dollars; his stock in trade is real estate fraud. He is a
6 master scammer and manipulator who operates behind the scenes and carries out large
7 scale criminal transactions, stealing funds and assets and then using a network of
8 nominees to cover his tracks and to hide and protect the stolen funds. His nominees—
9 all of whom know that he is a convicted felon, subject to an international arrest warrant,
10 and a syndicate leader—are a “white collar” army of friends, family members, business
11 associates, lawyers, and bankers. Key among them is the one-and-only bank that Mr.
12 Yegiazaryan approached that would take his dirty money, Defendant Compagnie
13 Monégasque De Banque (“**CMB Bank**”), which agreed to hold, hide, and defend his
14 money at all costs and against all comers.

15 2. CMB Bank and Mr. Yegiazaryan’s cast of nominees follow commands just
16 as the minions of a drug lord or war lord would do. They lie, cheat, steal, and break the
17 law for this criminal enterprise, with a common purpose of supporting Mr.
18 Yegiazaryan’s schemes and secreting and protecting his ill-gotten gains, which he
19 shares with them for supporting his enterprise. At times, these conspirators even use
20 legal means, legal instruments, and legal proceedings (e.g., trusts, shell companies,
21 offshore enterprises, lawsuits/litigation and overseas bank accounts) for the improper
22 purpose of stealing, hiding and protecting Mr. Yegiazaryan’s ill-gotten gains; they do
23 the requested bidding, whatever that may be, including making false claims and
24 bringing litigations directly for the enterprise (or indirectly for its benefit), in court
25 systems around the world with the goal of sowing confusion, creating chaos and causing
26 delay and frustrating the collection and redress efforts of Mr. Yegiazaryan’s victims.

27 3. The chaos and delay they create is not random or haphazard. From his
28 mansion in Beverly Hills, Mr. Yegiazaryan carefully choreographs the actions and

1 events of his nominees. He “pulls the strings” like an international crime boss, and the
2 power of the enterprise is its coordination, international scope, use of seemingly legal
3 means (but for an improper purpose), willingness to stop at nothing to defraud and
4 collect funds and to then work together to protect the fund by whatever means are
5 necessary, legal and illegal. This type of coordinated syndicate conduct is precisely the
6 type of organized activity that Congress sought to combat when enacting the Racketeer
7 Influenced and Corrupt Organizations Act (“RICO”). *Oscar v. University Students Co-*
8 *Operative Assn.*, 965 F.2d 783, 786 (9th Cir.1992). Mr. Yegiazaryan and his nominees
9 must be stopped, the RICO statute is the proper tool for doing so, and this action is the
10 proper vehicle for making it happen.

11 4. Accordingly, and as described more fully herein, Plaintiff Vitaly
12 Ivanovich Smagin files this Civil RICO action to recover more than \$90 million (plus
13 legal interest) of which he has been defrauded, denied, and kept from recovering as a
14 result of the enterprise scheme orchestrated by convicted criminal Mr. Yegiazaryan,
15 CMB Bank and their nominees. The enterprise in question involves, at a minimum,
16 material assistance from the following cast of characters: CMB Bank, Mr.
17 Yegiazaryan’s family members who have each served as fronts for his fraudulent
18 activities (Suren Yegiazaryan, Artem Yegiazaryan and Stephan Yegiazaryan); a
19 Russian criminal accomplice who has asserted fraudulent and collusive claims to try to
20 encumber, secret, and protect Mr. Yegiazaryan’s funds (Vitaly Gogokhia); French,
21 Russian and Luxembourger individuals who have been falsely appointed as trust
22 administrators for the Alpha Trust to interfere with Plaintiff’s collection efforts in ways
23 that Mr. Yegiazaryan is barred by court order from doing (Natalia Dozortseva, Murielle
24 Jouniaux, and Alexis Gaston Thielen); a registered agent company (Prestige Trust
25 Company, Ltd.) and its U.S. lawyer agent (H. Edward Ryals) all of whom colluded with
26 the falsely appointed trustees and CMB Bank to fraudulently mislead Courts around the
27 world as to various legal proceedings and dispute between Plaintiff and Mr.
28 Yegiazaryan and thereby hinder Plaintiff’s judgment enforcement; and a purported

1 “financial manager” who is improperly using colluding with Mr. Yegiazaryan
2 concerning Russian bankruptcy to derail and deny Plaintiff’s collection efforts
3 (Ratnikov Evgeny Nikolaevich).

4 5. Plaintiff Smagin has been injured in his inability to collect this massive
5 judgment and interest on the judgment; he has incurred millions of dollars in attorney’s
6 fees litigating actions around the world against Mr. Yegiazaryan, CMB and their
7 nominees (including hundreds of thousands of dollars in fees for legal proceedings in
8 the Central District of California). Plaintiff Smagin is entitled to treble damages on
9 these amounts and all other relief as the Court and/or jury may deem just and proper.

10 **PARTIES**

11 6. Plaintiff Vitaly Smagin (“**Plaintiff**”) is an individual Russian citizen and
12 businessman residing at Desenovskoye settlement, Novovatutinsky Prospect, 10, bldg
13 1 apt. 44, Moscow, Russia. Plaintiff is the successful claimant in the arbitration before
14 the London Court of International Arbitration against Mr. Yegiazaryan (the
15 “**Arbitration**”). The Arbitration award was confirmed by this Court and, on March 31,
16 2016, the Court entered a judgment in favor of Plaintiff and against Mr. Yegiazaryan in
17 the amount of \$92,503,652 (the “**California Judgment**”). A true and correct copy of
18 the California Judgment is attached hereto as **Exhibit 1**.

19 7. Defendant Ashot Yegiazaryan a/k/a Ashot Egiazaryan (“**Mr.**
20 **Yegiazaryan**” or “**Ashot Yegiazaryan**”), is an individual residing at 655 Endrino
21 Place, Beverly Hills, California 90201. Mr. Yegiazaryan was the respondent in the
22 Arbitration with Plaintiff and is now a judgment debtor pursuant to this Court’s
23 California Judgment as a result of Plaintiff’s successful petition to confirm that arbitral
24 award in this Court. Mr. Yegiazaryan was also criminally convicted in Russia in 2018
25 for his fraud against Plaintiff and is currently living in the United States as a fugitive of
26 Russia.

27 8. Defendant Suren Yegiazaryan a/k/a Suren Egiazarian (“**Suren**”), is an
28 individual residing at 1915 Carla Ridge, Beverly Hills, California 90201. Suren is the

1 cousin of Ashot Yegiazaryan. Suren is also the nominal owner of Clear Voice, Inc., a
2 Nevada corporation. Among other things, Suren acts as Mr. Yegiazaryan’s “check
3 book.” He accesses and holds the ill-gotten funds from the enterprise for Mr.
4 Yegiazaryan to keep Mr. Yegiazaryan at arms-length from the dirty money. On
5 information and belief, he is being compensated by Mr. Yegiazaryan to do these things
6 for the criminal enterprise run by Mr. Yegiazaryan.

7 9. Defendant Artem Yegiazaryan (“**Artem**”) is an individual residing in Los
8 Angeles, California at 342 Hauser Blvd 429, Los Angeles, CA, 90036. Artem is Ashot
9 Yegiazaryan’s brother. Artem was involved in the real estate scam that Mr.
10 Yegiazaryan perpetrated on Plaintiff in Russia. Artem was criminally convicted in 2018
11 in Russia for his participation as an accomplice in Ashot Yegiazaryan’s fraud. On
12 information and belief, he is being paid by Mr. Yegiazaryan to do these things for the
13 criminal enterprise run by Mr. Yegiazaryan.

14 10. Defendant Stephan Yegiazaryan a/k/a Stephan Egiazaryan (“**Stephan**”) is
15 an individual residing in Moscow, Russia at ul. Leninskiye Gory, 1, apt. 91, Moscow,
16 119234. Stephan is Ashot Yegiazaryan’s son. He has made various misrepresentations
17 in courts in Liechtenstein to encumber Mr. Yegiazaryan’s assets. On information and
18 belief, he is being paid by Mr. Yegiazaryan to do these things for the criminal enterprise
19 run by Mr. Yegiazaryan.

20 11. Defendant Vitaly Gogokhia (“**Gogokhia**”) is an individual residing in
21 London, the United Kingdom at Flat 212 California Building, Deals Gateway,
22 Lewisham, London, SE13 7SF. He is a longtime nominee of Ashot Yegiazaryan who,
23 among other things, colluded with Mr. Yegiazaryan to create a false and fraudulent
24 “Consent Judgment” in the United Kingdom to compete with Plaintiff Smagin’s
25 California Judgment for the funds that Mr. Yegiazaryan fraudulently conveyed into the
26 Alpha Trust. In 2018, Gogokhia was criminally convicted in Russia for his participation
27 as an accomplice in Mr. Yegiazaryan’s fraud against Plaintiff. On information and
28

1 belief, he is being paid by Mr. Yegiazaryan to do these things for the criminal enterprise
2 run by Mr. Yegiazaryan.

3 12. Defendant Natalia Dozortseva (“**Dozortseva**”) is a Russian individual
4 residing in France at 9 rue des Etables, 06620 Greolieres. With no authority to do so,
5 Mr. Yegiazaryan “appointed” Dozortseva as a trustee for the Alpha Trust. Under this
6 false color of authority, Dozortseva has attempted to intervene in Plaintiff’s legal
7 proceedings in Liechtenstein, Nevis and Monaco. She has successfully intervened in
8 Monaco and her actions there have substantially delayed Plaintiff’s enforcement efforts
9 in each jurisdiction. On information and belief, she is being paid by Mr. Yegiazaryan
10 to do these things for the criminal syndicate run by Mr. Yegiazaryan.

11 13. Defendant Murielle Jouniaux (“**Jouniaux**”) is an individual residing in
12 France at 108, Avenue St. Lambert, Nice. Like Dozortseva, Jouniaux was improperly
13 appointed as a trustee for the Alpha Trust and has fraudulently held herself out to be a
14 trustee of the Alpha Trust. She has similarly opposed Plaintiff’s legal and proper
15 attempts to enforce his judgment against the Alpha Trust, has attempted to intervene in
16 Plaintiff’s legal proceedings in Monaco, substantially delaying Plaintiff’s enforcement
17 efforts.

18 14. Defendant Ratnikov Evgeny Nikolaevich (“**Ratnikov**”) is an individual
19 residing in Russia at Ulitsa Druzhby, 9, apt. 200, town of Lyubertsy, Moscow Region,
20 140013. Ratnikov has falsely and fraudulently held himself out to be an impartial
21 Russian bankruptcy officer overseeing Plaintiff’s bankruptcy filing in Russia. But, on
22 information and belief, under this false color of authority, Ratnikov has colluded with
23 Mr. Yegiazaryan, and Ratnikov has attempted to intervene in Plaintiff’s legal
24 proceedings in the United States, Liechtenstein and Monaco for the purpose of delaying
25 Plaintiff’s enforcement efforts in each. On information and belief, he is being paid by
26 Mr. Yegiazaryan to do these things for the criminal syndicate run by Mr. Yegiazaryan.

27 15. Defendant Alexis Gaston Thielen (“**Thielen**”) is an individual residing in
28 Luxembourg at 10, rue Willy Goergen, L-1636 Luxembourg. Thielen has fraudulently

1 held himself out to be the “protector” of the Alpha Trust. Under this false color of
2 authority, Thielen has attempted to remove Plaintiff’s lawfully appointed trustees of the
3 Alpha Trust and confirm authority of the fraudulently appointed “trustees” Dozortseva
4 and Jouniaux, substantially delaying Plaintiff’s enforcement efforts. On information
5 and belief, Thielen is being paid by Mr. Yegiazaryan to do these things for the criminal
6 enterprise run by Mr. Yegiazaryan.

7 16. Defendant Compagnie Monégasque De Banque (“**CMB Bank**”) is a
8 private international bank with its principal place of business in Monaco at 23, Avenue
9 de la Costa, 98000, Monaco. CMB Bank has correspondent accounts in the United
10 States and has major clients in California, including Mr. Yegiazaryan, with which it
11 regularly does business and carries out transactions in California. On information and
12 belief, CMB Bank is taking direction from and being paid by Mr. Yegiazaryan to do
13 these things for the criminal syndicate run by Mr. Yegiazaryan, including, but not
14 limited to Mr. Yegiazarian paying CMB Bank’s legal fees in the Monaco proceeding
15 brought by Plaintiff and the Alpha Trustees.

16 17. Defendant Prestige Trust Company, Ltd. (“**Prestige**”) is a Nevis company
17 and the registered agent for non-party Savannah Advisors. Prestige’s managing
18 director, Stevyn L. Bartlette, is an individual residing in Florida, at 330 N. Lakeview
19 Dr., Apt. 4211, Tampa, FL, 33618, U.S. At Mr. Yegiazaryan’s request, Prestige drafted
20 two fraudulent letters intended for and used by Dozortseva and CMB Bank to perpetrate
21 a fraud on the Monaco Court proceeding where Plaintiff Smagin is trying to recover
22 funds of the Alpha Trust deposited in a CMB Bank account. Prestige is liable for all
23 actions of its employees, officers, and other agents under the doctrine of respondeat
24 superior because (among other things); (1) Prestige benefited from its
25 agents/employees’ illegal conduct; (b) the conduct occurred substantially within the
26 time and space limits authorized by the employment; (c) the agents/employees were
27 motivated (wholly or in part) by a purpose to serve Prestige; and (d) the conduct was of
28 the kind that the agents/employees were hired to perform. Further, the conduct is within

1 the scope of the agency/employment in that it is reasonably related to the kinds of tasks
2 that the agents/employees were employed to perform and reasonably foreseeable in
3 light of Prestige’s business and the agents/employees’ responsibilities. On information
4 and belief, Prestige is being paid by Mr. Yegiazaryan to do these things for the criminal
5 enterprise run by Mr. Yegiazaryan.

6 18. Defendant H. Edward Ryals (“**Ryals**”) is an individual residing at 6354
7 Treeridge Trail, Saint Louis, MO, 63129, U.S. Ryals is an agent and attorney acting on
8 behalf of Prestige, including by sending two fraudulent letters relied on by Dozortseva
9 and CMB Bank to perpetrate this fraud on the court and on Plaintiff Smagin. On
10 information and belief, Ryals is being paid by Mr. Yegiazaryan to do these things for
11 the criminal syndicate run by Mr. Yegiazaryan.

12 NON-PARTIES

13 19. The Alpha Trust (“**Alpha Trust**”) is a Liechtenstein trust that was formed
14 by Mr. Yegiazaryan and CTX Treuhand AG in Liechtenstein on May 27, 2015 for the
15 purpose of hiding and secreting away a large arbitration settlement that Mr. Yegiazaryan
16 had received in May 2015 and did not want subject to collection by Plaintiff Smagin.
17 The Alpha Trust was never disclosed to Plaintiff Smagin, and he learned about it by
18 pure chance. The Alpha Trust’s funds reside in a bank account of CMB Bank, with the
19 funds held in the name of Savannah Advisors, Inc. (an off-the-shelf entity created
20 simultaneously by Mr. Yegiazaryan’s nominees). Mr. Yegiazaryan was initially named
21 as the Alpha Trust’s settlor, beneficiary, investment advisor, and “Protector.” As the
22 Protector, Mr. Yegiazaryan had unfettered power to dismiss the trustee for any reason
23 at any time and to appoint a new trustee—including even himself and to make decisions
24 concerning management and dispersion of the funds. Once Plaintiff Smagin learned of
25 the Alpha Trust, he petitioned the Princely Court in Liechtenstein, where the trust had
26 been formed, and the Court stripped Mr. Yegiazaryan of his authority as Protector of
27 the Alpha Trust; the Court also rejected his appointment of trustees (Dozortseva and
28

1 Jouniaux). The Liechtenstein Court appointed Plaintiff Smagin as Protector, and he
2 appointed Rudolf Schächle and Raphael Näscher as trustees for the Alpha Trust.

3 20. CTX Treuhand AG (“**CTX Treuhand**”) is a stock corporation organized
4 under the laws of Liechtenstein. CTX Treuhand created the Alpha Trust on behalf of
5 Mr. Yegiazaryan and served as the trustee from the creation of the trust until on or
6 around March 9, 2020, when CTX Treuhand withdrew following the Liechtenstein
7 court’s order authorizing Plaintiff to remove CTX Treuhand and appoint his own
8 trustee.

9 21. Savannah Advisors, Inc. (“**Savannah**” or “**Savannah Advisors**”) is a
10 Nevis company owned by the Alpha Trust and, thus, beneficially owned by Mr.
11 Yegiazaryan. Savannah Advisors has no assets or operations other than holding the
12 funds of the Alpha Trust that reside in the CMB Bank account.

13 22. Clear Voice, Inc. (“**Clear Voice**”) is a Nevada company created by Suren
14 Yegiazaryan, but controlled by Ashot Yegiazaryan, for the purpose of sheltering Ashot
15 Yegiazaryan’s U.S. assets from his creditors, including specifically Plaintiff. As noted
16 above, Suren is the funding source for Mr. Yegiazaryan and his criminal enterprise and
17 on information and belief he funds Mr. Yegiazaryan in whole or in part from this entity.

18 **JURISDICTION AND VENUE**

19 23. This Court has original subject matter jurisdiction pursuant to 18 U.S.C. §
20 1964(c) and 28 U.S.C. § 1331 because this action arises under the Federal Racketeer
21 Influenced and Corrupt Organizations Act (Federal RICO).

22 24. This Court has personal jurisdiction over Ashot Yegiazaryan, Suren
23 Yegiazaryan, and Artem Yegiazaryan because they each reside in the state of California.
24 On information and belief, all of Ashot Yegiazaryan’s, Suren Yegiazaryan’s and Artem
25 Yegiazaryan’s acts have been committed in and for and/or directed from California.

26 25. This Court has personal jurisdiction over Gogokhia, Dozortseva, Jouniaux,
27 Ratnikov, Stephan Yegiazaryan, Thielen, CMB Bank, Prestige, and Ryals because,
28 among other contacts, they participated in the scheme to defraud Plaintiff that was

1 centered in and directed from California, served the central purpose of frustrating
2 enforcement of a California judgment, wrongfully, fraudulently participated directly or
3 indirectly in litigation or legal proceedings in the California, the United Kingdom,
4 Nevis, Liechtenstein, and/or Monaco. As noted, in furtherance of that scheme,
5 Defendants conducted their wrongful activities in California or purposefully directed
6 their fraudulent acts at California in part as relates to Plaintiff Smagin’s action centered
7 here relating to enforcement of the California Judgment. CMB Bank has accepted
8 deposits and instructions from individuals within the state of California as relates to the
9 Alpha Trust funds, Mr. Yegiazaryan, and other nominees of Mr. Yegiazaryan and the
10 enterprise. CMB Banks also holds correspondent accounts in the United States and, of
11 course, is a key part of the conspiracy to hide, protect, and secure the ill-gotten gains of
12 Mr. Yegiazaryan, who directs its actions and pays for its legal actions and defense as
13 relates to CMB Bank’s refusal to transfer Alpha Trust funds as ordered by the lawful
14 trustees of the Alpha Trust. This Court also has personal jurisdiction over Defendants
15 pursuant to 18 U.S.C. 1965(b) because in any action brought pursuant to the Federal
16 RICO statute, the district court may summon other parties to that district where the
17 “ends of justice require.”

18 26. Venue is appropriate in the Western Division of the Central District of
19 California pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the events or
20 omissions giving rise to Plaintiff’s claims occurred within this judicial district.
21 Specifically, defendants Ashot Yegiazaryan, Suren Yegiazaryan and Artem
22 Yegiazaryan reside in Los Angeles County, California, and the wrongful acts and plans
23 were devised, initiated, and carried out by these Defendants through acts and
24 communications initiated in and directed towards Los Angeles County, California.
25 Venue is further proper in this District pursuant to 18 U.S.C. § 1965(a) because each
26 defendant is found in and/or transacts affairs in this District given each Defendant’s
27 participation in the enterprise. Venue is also appropriate in this District pursuant to 28
28 U.S.C. § 1391(c)(3).

RELATED LEGAL ACTIONS

1
2 27. In October 2010, Plaintiff commenced an arbitration proceeding in
3 London, U.K., against Mr. Yegiazaryan and his holding company Kalken Holdings
4 Limited, entitled *Vitaly Ivanovich Smagin, Claimant, v. Kalken Holdings Limited¹ and*
5 *Ashot Yegiazaryan, Defendants*, LCIA Case No. 101721 (defined above as the
6 “Arbitration”). The Arbitration was conducted during the periods of September 23
7 through 27, 2013, January 14, 2014, and April 15, 2014. On November 11, 2014, the
8 Arbitration panel duly constituted under the Rules of the London Court of International
9 Arbitration rendered a final award in favor of Plaintiff and against Mr. Yegiazaryan in
10 the total amount of **\$84,290,064.20** (with interest at the annual rate of eight percent,
11 compounded quarterly, on the amount of \$79,142,701.32, from November 11, 2014
12 until paid) (the “**London Award**”).² A true and correct copy of the London Award is
13 attached hereto as **Exhibit 2**.

14 28. On December 22, 2014, Plaintiff filed a petition with this Court to confirm
15 the London Award and enter judgment against Ashot Yegiazaryan under the New York
16 Convention. *Vitaly Ivanovich Smagin v. Ashot Yegiazaryan*, Case No. 2:14-cv-09764-
17 R-PLA (C.D. Cal.), filed Dec. 22, 2014 (the “**Enforcement Action**”). On March 31,
18 2016, the Court entered a judgment in favor of Plaintiff Smagin and against Mr.
19 Yegiazaryan in the amount of \$92,503,652 (defined above as the “California
20 Judgment”).

21 29. On February 24, 2016, the Liechtenstein Princely Court confirmed the
22 London Award under the New York Convention and attached Mr. Yegiazaryan’s
23 beneficial interest in the Alpha Trust to prevent him from receiving a distribution from
24 the Alpha Trust. A true and correct copy of the German original and English translation
25

26 ¹ Kalken Holdings Limited, a company existing under the laws of Cyprus and
27 controlled by Mr. Yegiazaryan, was also a respondent in the Arbitration. The London
28 Award was issued jointly and severally as to both respondents, but confirmation was
sought in this Court only as to Mr. Yegiazaryan.

² The London Award is a foreign arbitral award covered by the New York Convention
because the place of arbitration and the place of the award is London, U.K..

1 of the Liechtenstein Princely Court’s confirmation of the London Award is attached
2 hereto as **Exhibit 3**. All appeals have been exhausted, and the London Award is now
3 fully enforceable as a Liechtenstein judgment (“**Liechtenstein Judgment**”).

4 30. In a subsequent Liechtenstein enforcement action, Plaintiff filed an action
5 to attach a bundle of Mr. Yegiazaryan’s rights as Protector of the Alpha Trust, including
6 his right to appoint and dismiss trustees. The Liechtenstein trial court ruled that these
7 rights could be attached by Plaintiff to satisfy the Liechtenstein Judgment. The
8 Liechtenstein Supreme Court and Constitutional Court affirmed this ruling as of
9 October 29, 2019 and all appeals are now exhausted. A true and correct copy of the
10 German original and English translation of the October 29, 2019 Ruling is attached
11 hereto as **Exhibit 4**.

12 31. Following this decision, a third enforcement action was filed in
13 Liechtenstein to permit Plaintiff to seize and exercise Mr. Yegiazaryan’s rights as
14 Protector and beneficiary of the Alpha Trust. Specifically, Plaintiff sought to appoint
15 new trustees to the Alpha Trust to replace CTX Treuhand, the prior trustee that had been
16 appointed by Mr. Yegiazaryan. On March 2, 2020, the trial court authorized Plaintiff
17 to appoint new trustees and dismiss CTX Treuhand. A true and correct copy of the
18 German original and English translation of the March 2, 2020 Ruling is attached hereto
19 as **Exhibit 5**. Mr. Yegiazaryan appealed the March 2 decision, but that appeal was
20 rejected by Court of Appeal on September 15, 2020. A true and correct copy of the
21 German original and English translation of the September 15, 2020 Ruling is attached
22 hereto as **Exhibit 6**. On October 28, 2020, Mr. Yegiazaryan filed his last remaining
23 appeal to the Liechtenstein Constitutional Court; however, the Liechtenstein
24 Constitutional Court appeal is a limited review of constitutional deprivations (e.g., due
25 process and procedural fairness). A true and correct copy of the German original and
26 English translation of the October 28, 2020 Appeal is attached hereto as **Exhibit 7**. Mr.
27 Yegiazaryan’s appeal brief fails to cite any valid constitutional deprivations of his
28 rights. To the contrary, his appeal is premised on narrow complaints regarding the

1 Court of Appeal’s purported failure to rule on Ratnikov’s request to intervene in the
2 appeal, and Mr. Yegiazaryan’s false assertion that he did not have the opportunity to
3 review the Ratnikov intervention papers before the Court’s ruling.

4 32. On November 23, 2020, however, the Liechtenstein court rejected
5 Ratnikov’s request to intervene noting that the Russian proceedings are in the
6 “preliminary debt settlement process, not bankruptcy proceedings” and that “[Ratnikov]
7 is trying, in an unprofessional and superficial way, to call these proceedings the
8 bankruptcy proceedings or the proceedings on bankruptcy.” The court further found
9 that despite the “partially biased and incorrectly translated” Russian bankruptcy
10 decision Ratnikov submitted, Ratnikov is a financial manager, not an insolvency officer
11 authorized to make decisions, and that Plaintiff Smagin retains the right to collect his
12 debts and manage his legal proceedings. Accordingly, the Court held that there were
13 no bankruptcy proceedings which might warrant suspensive effect of the Court’s rulings
14 and Ratnikov’s request was denied. A true and correct copy of the German original and
15 English translation of the November 23, 2020 Ruling is attached hereto as **Exhibit 8**.

16 33. On August 18, 2017, Plaintiff filed an action for fraudulent conveyance
17 with this Court against Mr. Yegiazaryan and CTX Treuhand based on their fraudulent
18 transfer of over \$188 million to a Monaco bank account with CMB Bank, held by the
19 Alpha Trust, in order to prevent Plaintiff from recovering the London Award and
20 impending California Judgment. *Vitaly Ivanovich Smagin v. Ashot Yegiazaryan, et al.*,
21 Case No. 2:17-cv-6126, filed Aug. 18, 2017 (the “**First Fraudulent Conveyance**
22 **Action**”).

23 34. On March 27, 2020, Plaintiff filed a fraudulent transfer action with this
24 Court against Mr. Yegiazaryan and Suren in relation to Mr. Yegiazaryan’s attempt to
25 bring sham proceedings in Nevis, allowing Suren to “prevail” in the enforcement of a
26 false debt against Mr. Yegiazaryan and divert the Alpha Trust funds, thereby precluding
27 Plaintiff’s collection from the Alpha Trust. *Vitaly Ivanovich Smagin v. Ashot*
28

1 *Yegiazaryan, et al.*, Case No. 2:20-cv-02925-TJH-MAA, filed Mar. 27, 2020 (the
2 “**Second Fraudulent Conveyance Action**”).

3 35. On July 27, 2020, after the Liechtenstein Court authorized Plaintiff to
4 appoint new trustees to the Alpha Trust to direct payment of the debts, Plaintiff’s new
5 trustees through Savannah Advisors, Inc.—now run by new directors who are
6 cooperating with the Plaintiff Smagin’s lawfully appointed trustees instead of doing Mr.
7 Yegiazaryan’s bidding—commenced an action in Monaco against Defendant CMB
8 Bank for failure to effect the transfer of assets from Savannah’s account at CMB Bank
9 to Savannah’s account with a Liechtenstein bank (the “**Monaco Action**”).

10 GENERAL ALLEGATIONS

11 Mr. Yegiazaryan, Artem Yegiazaryan and Gogokhia Defraud Plaintiff Out of 12 His Investment in the Europark Business Venture in Russia

13 36. Between 2003 and 2009, Mr. Yegiazaryan perpetrated a fraudulent scheme
14 against Plaintiff to steal his shares (funds) in a joint real estate investment in Moscow
15 called “Europark.” Mr. Yegiazaryan initiated the scheme in 2003 when he approached
16 Plaintiff about investing in Europark. Plaintiff and Mr. Yegiazaryan subsequently
17 entered into an agreement for the division of profits in the Europark investment. In
18 2006, Mr. Yegiazaryan proposed that Europark be used as security for a Deutsche Bank
19 loan to finance the refurbishment of a Moscow hotel (a project in which Plaintiff was
20 not involved). Plaintiff agreed to Mr. Yegiazaryan’s proposal based on his assurances
21 that Plaintiff’s interests would be protected and on a series of shareholder and escrow
22 agreements the parties executed guaranteeing the same. Instead of making good on any
23 of these agreements or assurances, Mr. Yegiazaryan, with the assistance of his brother
24 Artem Yegiazaryan and nominee Vitaly Gogokhia, concocted an elaborate scheme to
25 steal Plaintiff’s shares and profits, which they accomplished through a series of
26 fraudulent transactions using offshore nominee companies and nominees to divest
27 Plaintiff of his interests.
28

1 37. As a result of this fraud, on October 26, 2010, Plaintiff commenced
2 arbitration proceedings in London, U.K., against Ashot Yegiazaryan for his
3 misappropriation of Plaintiff's real estate investment and subsequent efforts to conceal
4 his misconduct (defined above as the "Arbitration"). On November 11, 2014, the three-
5 arbitrator panel rendered a final award in the Arbitration in favor of Plaintiff and against
6 Mr. Yegiazaryan in the total amount of **\$84,290,064.20** (defined above as the "London
7 Award").

8 38. Separately Mr. Yegiazaryan, Artem Yegiazaryan, and Gogokhia were
9 criminally indicted in Russia for their fraud against Plaintiff relating to Europark.
10 Rather than stand trial, Ashot and Artem Yegiazaryan fled to California in 2010, where
11 Ashot Yegiazaryan has been hiding with his cousin Suren in a mansion in Beverley
12 Hills as a fugitive of Russia. Around the same time, Gogokhia fled to the U.K.

13 39. On May 31, 2018, the Russian criminal court convicted Mr. Yegiazaryan
14 of fraud *in absentia* and sentenced him to seven years in prison. The Russian court also
15 convicted Artem of fraud *in absentia* and sentenced him to five years in prison. The
16 Russian court convicted Gogokhia of being an accomplice of Mr. Yegiazaryan in
17 misappropriating Plaintiff's assets, sentencing him to four years in prison *in absentia*.
18 The court held Artem and Gogokhia accountable because it found that they were part
19 of Mr. Yegiazaryan's criminal enterprise that defrauded Plaintiff of his investment. A
20 true and correct copy of the Russian original and English translation of the Russian
21 Criminal Court Verdict is attached hereto as **Exhibit 9**. It is incorporated herein by
22 reference as though set forth in full.

23 **Plaintiff Pursues a Petition to Confirm the London Award in California**

24 40. After absconding to the United States, Mr. Yegiazaryan refused to pay the
25 London Award. Four years later, on December 22, 2014, Plaintiff filed the Enforcement
26 Action in this Court to confirm and enforce the London Award under the New York
27 Convention.
28

1 41. Plaintiff also sought preliminary injunctive relief in the form of an asset
2 freeze against Mr. Yegiazaryan based on Mr. Yegiazaryan's acknowledged pattern and
3 practice of concealing beneficial ownership of assets by holding them in the name of
4 foreign nominee persons (such as his cousin, Defendant Suren Yegiazaryan, and his
5 brother, Artem Yegiazaryan) or offshore shell companies. Indeed, much of the basis of
6 the London Award rests upon Mr. Yegiazaryan's past acts to conceal and
7 misappropriate assets from Plaintiff Smagin through the use of entities in foreign
8 jurisdictions, including in Cyprus and the British Virgin Islands.

9 42. In his application for injunctive relief, Plaintiff Smagin advised this Court
10 of one asset in particular that was a likely source of enforcement/satisfaction of the
11 London Award. Namely, Mr. Yegiazaryan was the recipient of a substantial arbitration
12 award in an unrelated arbitration against fellow Russian businessman Suleyman
13 Kerimov (the "**Kerimov Award**"). At the time Plaintiff discovered the existence of the
14 Kerimov Award, the funds had not yet been paid to Mr. Yegiazaryan, but past
15 experience suggested that once those funds were received, Mr. Yegiazaryan was likely
16 to transfer the proceeds of the Kerimov Award into some nominee relationship or entity
17 in a foreign country in order to avoid his payment obligations to Plaintiff on the London
18 Award.

19 43. On December 23, 2014, this Court granted Plaintiff Smagin's application
20 for a temporary protective order freezing Mr. Yegiazaryan's assets in California,
21 finding that, "based on [Plaintiff's] previous dealings with [Mr. Yegiazaryan] and on
22 the evidence submitted with the application, the Court finds that [Plaintiff] will suffer
23 great and irreparable injury if issuance of the orders is delayed until the matter may be
24 heard on notice. Accordingly, the Court will issue a Temporary Protective Order."
25 (Order Granting in Part Plaintiff's Ex Parte Application for Right to Attach Order and
26 Temporary Protective Order ("**Temporary Protective Order**" or "**TRO**"),
27 Enforcement Action, ECF 9 at 3.)

28 44. The Temporary Protective Order provided:

1
2 Respondent Ashot Yegiazaryan, his agents, and/or any person or
3 entity acting under his direction and control shall not take any action
4 to transfer, assign, conceal, diminish, or dissipate any property
5 located in California--in an amount up to \$84,290,064.20--that may
6 be used to satisfy the foreign-arbitral award payable to Vitaly
7 Smagin, including specifically and without limitation the amounts
8 received or to be received by Respondent Yegiazaryan, his agents
9 or any person or entity acting under his direction and control in
10 payment or satisfaction of an arbitration award from Suleyman
11 Kerimov, as well as any shares in Endrino Corporation or any other
12 entity. (Temporary Protective Order, Enforcement Action, ECF 9
13 at 3.)

14
15 45. On February 3, 2015, by agreement of the parties, the TRO was converted
16 to a preliminary injunction on the same terms. (Stipulation and Motion for Stay of
17 Proceedings and Preliminary Injunction Preventing Transfer or Dissipation of Assets,
18 Enforcement Action, ECF 23.) This injunction again referred specifically to the
19 Kerimov Award proceeds and again enjoined Mr. Yegiazaryan from any actions to
20 diminish or conceal those proceeds.

21
22 **Mr. Yegiazaryan Creates a Web of Offshore Entities and a Complex Ownership**
23 **Structure to Secret the Kerimov Award Settlement Proceeds and Avoid this**
24 **Court's Reach**

25 46. Unbeknownst to Plaintiff or this Court, on May 26, 2015, Mr. Yegiazaryan
26 received \$198 million dollars as settlement of the Kerimov Award. A true and correct
27 copy of the Kerimov Settlement Agreement is attached hereto as **Exhibit 10**.³

28 47. To conceal the Kerimov Award settlement proceeds from Plaintiff Smagin

³ The majority of the documents attached as exhibits to this Complaint have been court-filed, produced and/or exchanged in the litigation between Mr. Yegiazaryan and Plaintiff Smagin. Many of the documents that were not obtained directly from Mr. Yegiazaryan were obtained from court files in foreign jurisdictions, or from Plaintiff Smagin's counsel in those foreign jurisdictions. All are true and correct copies of the original documents. Although some of these documents were originally designated by Mr. Yegiazaryan as "Confidential" or "Attorney's Eyes Only", Mr. Yegiazaryan subsequently agreed to remove those protections to allow their public filing in the prior case.

1 and to avoid the Court’s asset freeze in California, Mr. Yegiazaryan accepted the \$198
2 million settlement through his attorneys in London at the law firm of Gibson, Dunn &
3 Crutcher LLP (“**Gibson Dunn**”). Although Gibson Dunn was fully aware of Plaintiff’s
4 arbitration award and this Court’s asset freeze—through its representation of Mr.
5 Yegiazaryan in California on these related matters—it accepted the funds into its client
6 trust account in London while Mr. Yegiazaryan made arrangements to promptly move
7 the funds through some to-be-formed nominee entities and an undisclosed bank
8 account.

9 48. To hide the Kerimov Award funds, Mr. Yegiazaryan resorted to his usual
10 tactics of creating a complex web of offshore entities to conceal the funds, similar to
11 the scheme he, Artem, and Gogokhia originally employed to defraud Plaintiff Smagin
12 of his investment. To accomplish this, Mr. Yegiazaryan deployed CTX Treuhand in
13 Liechtenstein, Defendant CMB Bank in Monaco, and Savannah in Nevis.

14 49. First, on May 27, 2015, Mr. Yegiazaryan executed a trust instruments
15 establishing the “Alpha Trust,” in Liechtenstein. This Trust was established for the sole
16 purpose of holding the proceeds of the Kerimov Award settlement. Using electronic
17 means, Mr. Yegiazaryan transmitted the related documents from California to CTX
18 Treuhand in Liechtenstein. A true and correct copy of the Trust Instrument of the Alpha
19 Trust is attached hereto as **Exhibit 11**. CTX Treuhand had crafted the Trust Instrument
20 such that Mr. Yegiazaryan would retain complete control over the assets, at the same
21 time, moving the Kerimov Award settlement funds to the Alpha Trust’s “possession”
22 in name only. Of course, Mr. Yegiazaryan was named as the Alpha Trust’s settlor,
23 beneficiary, investment advisor, and “Protector.” As the Protector, he had unfettered
24 power to dismiss the trustee(s) for any reason at any time and to appoint a new
25 trustee(s)—including even himself. While CTX Treuhand was named as the Alpha
26 Trust’s initial trustee, Mr. Yegiazaryan retained the power to approve all distributions
27 and other material actions of the Alpha Trust and its trustee.

28 50. Second, in addition to forming the Alpha Trust, Mr. Yegiazaryan and CTX

1 Treuhand purchased Savannah Advisors, Inc., an off-the-shelf Nevis corporation that
2 had been previously formed and was used solely to create additional layers of
3 complexity in transactions like this. Savannah Advisors, which became a wholly-
4 owned entity of the Alpha Trust, was created for the sole purpose of acting as a shell
5 company that would hold the proceeds of the Kerimov Award settlement, creating
6 another layer of entities that Plaintiff Smagin would have to pierce to recover the
7 California Judgment.

8 51. Finally, Mr. Yegiazaryan and CTX Treuhand enlisted Defendant CMB
9 Bank to establish a bank account in Monaco in the name of Savannah Advisors, which
10 would accept, hold and shelter the fraudulent transfer of the Kerimov Award settlement
11 (the “**Monaco Account**”). As was the case with the Alpha Trust, Mr. Yegiazaryan
12 retained control over the Monaco Account and CMB Bank granted him signature
13 authority on behalf of Savannah Advisors, even though he was not an officer or director
14 of that entity.⁴

15 52. On June 5, 2015, Mr. Yegiazaryan, CTX Treuhand and Gibson Dunn
16 transferred \$188,146,102.08 of the proceeds from the Kerimov Award settlement from
17 Gibson Dunn’s client trust account to the Monaco Account held by Savannah Advisors
18 with CMB Bank. The transfer of funds was performed with the specific intent and for
19 the purpose of hindering, delaying and defrauding Plaintiff Smagin—who was not made
20 aware of any of these machinations—and to prevent him from collecting the London
21 Award and any associated judgment. In return for its services, Gibson Dunn retained
22 \$3 million of the Kerimov Award settlement.

23 53. As evidence of CMB Bank’s complicity in the Yegiazaryan criminal
24 enterprise, at the time that it opened the Monaco Account CMB Bank was fully aware
25 that Mr. Yegiazaryan was a Russian fugitive on the Interpol “Most Wanted” (red) list.
26

27 ⁴ With signatory authority and control over Savannah Advisors, Yegiazaryan has paid tens of
28 millions of dollars to his other creditors out of the Monaco Account (e.g., his lawyers in
Liechtenstein and Cyprus, and criminal accomplice Defendant Gogokhia), but has not paid anything
to Plaintiff Smagin.

1 CMB Bank’s “diligence files” show that it knew Mr. Yegiazaryan was opening the
2 Monaco Account to hide his assets and avoid substantial debts to creditors. These files
3 reflect that CMB Bank knew of Plaintiff’s 2010 Europark lawsuit and the \$87.5 million
4 claim against Mr. Yegiazaryan. The files also show that CMB Bank was aware that
5 Mr. Yegiazaryan was stripped of his parliamentary immunity by the Russian State
6 Duma shortly after Plaintiff Smagin filed his lawsuit, that Mr. Yegiazaryan was later
7 indicted by a Moscow district court on charges of large scale fraud in 2011, a judgment
8 which also attached Mr. Yegiazaryan’s assets to compensate Plaintiff for the \$87.5
9 million that Mr. Yegiazaryan embezzled through Europark, and that Mr. Yegiazaryan
10 had fled to the U.S. to avoid arrest and prosecution. A true and correct copy of relevant
11 documents from CMB Bank’s due diligence files is attached hereto as **Exhibit 12**.
12 Nevertheless, on information and belief, CMB Bank was handsomely paid to join the
13 Mr. Yegiazaryan’s criminal enterprise as the “bag man,” to wit, the agent that would
14 hold collect and distribute the proceed of Mr. Yegiazaryan’s illicit scheme(s). In this
15 regard, CMB Bank did what no other bank that Mr. Yegiazaryan approached would do.
16 It looked the other way, ignoring the criminal acts committed by Mr. Yegiazaryan and
17 took his dirty money because it wanted to profit as part of the enterprise; it received the
18 \$188 million into its Monaco branch account. On information and belief, Mr.
19 Yegiazaryan stood at the time, and stands to this day, as one of CMB Bank’s largest
20 and most profitable clients, accounting for approximately 20% of CMB Bank’s annual
21 holdings.

22 54. The formation of the Alpha Trust and Savannah Advisors, and the transfer
23 of assets to the Monaco Account held with CMB Bank to fund these entities, were not
24 done for legitimate commercial purposes. Rather, these seemingly legal events and
25 happenings were in fact done with malice and fraudulent aforethought. They were acts
26 made with the specific intent of hiding stolen assets and funds from victims and
27 creditors of Mr. Yegiazaryan. These acts were done with the goal and purpose of
28 hindering, delaying, or defrauding Plaintiff in violation of, *inter alia*, California Civil

1 Code section 3439.04(a)(1) and common law fraudulent conveyance.

2 55. By and before June 5, 2015, Mr. Yegiazaryan, Gibson Dunn, CTX
3 Treuhand, and CMB Bank all knew that Mr. Yegiazaryan owed Plaintiff over \$84
4 million pursuant to the London Award (which amounts have grown over the years to
5 \$130 million with interest). Likewise, they were all aware (or should have been aware)
6 that this Court had issued an asset freeze against Mr. Yegiazaryan to prevent him from
7 once again defrauding Plaintiff Smagin by hiding collectible assets/funds (Kerimov
8 Award) that the court had ordered frozen and not to be dispersed. They also knew that
9 it was only a short matter of time before Plaintiff would obtain a judgment against Mr.
10 Yegiazaryan in California confirming the London Award in the Enforcement Action.

11 **This Court Issues a Worldwide Injunction, Confirms the London Award and**
12 **Enters the California Judgment Against Mr. Yegiazaryan**

13 56. Upon learning of the Kerimov Award settlement, Plaintiff Smagin applied
14 to this Court for a worldwide preliminary injunction restraining Mr. Yegiazaryan from
15 concealing or dissipating the proceeds of the Kerimov Award and settlement. On
16 September 18, 2015, this Court granted Plaintiff's motion for an expanded preliminary
17 injunction accompanied by expedited discovery. The Court stated: "Plaintiff believes
18 on good authority that Defendant Yegiazaryan has secured a \$100 million settlement in
19 an unrelated case. Afraid that Defendant Yegiazaryan will attempt to conceal the
20 proceeds of the settlement, Plaintiff asks this Court to issue an expanded preliminary
21 injunction to prevent Yegiazaryan's concealment of assets worldwide." (Preliminary
22 Injunction, Enforcement Action, ECF 31 at 2.) This Court concluded: "The evidence
23 demonstrates that Plaintiff Smagin will suffer irreparable harm if the current injunction
24 is not expanded to encompass Defendant Yegiazaryan's worldwide reach. . . . Plaintiff
25 Smagin has provided this Court with testimony from Defendant Yegiazaryan himself
26 where he admits to using nominees and offshore companies to conceal his assets." (*Id.*)
27 Accordingly, this Court issued a worldwide injunction enjoining and preventing
28

1 Yegiazaryan, his agents, and/or any person or entity acting at his direction from
2 transferring, concealing, diminishing or dissipating property in an amount up to
3 \$84,290,064.20. This injunction again included and *specifically referenced* the funds
4 received in satisfaction of the Kerimov Award.

5 57. Unbeknownst to Plaintiff, by the time he filed the September 2015
6 application to this Court to expand the stipulated preliminary injunction to include
7 worldwide assets, Mr. Yegiazaryan had already settled the Kerimov Award and had
8 illegally and improperly taken steps to conceal the proceeds and place them out of reach
9 of Plaintiff Smagin by depositing them in the Alpha Trust with the funds deposited in
10 the CMB Bank account in Monaco, as detailed above.

11 58. Plaintiff did not learn of these facts until February 9, 2016, when his *ex*
12 *parte* application to intervene in Mr. Yegiazaryan's Los Angeles Superior Court divorce
13 proceedings was granted and Plaintiff was given access to documents improperly filed
14 under seal in the divorce court. Review of these divorce court documents disclosed that
15 Mr. Yegiazaryan settled the Kerimov Award while Plaintiff was pursuing enforcement
16 of the London Award in this Court in May 2015. (*See Natalia Tsagalova v. Ashot*
17 *Yegiazaryan*, LASC Case No. BD595136.)

18 59. Plaintiff also learned through a declaration filed by Mr. Yegiazaryan's wife
19 in the divorce proceeding that Mr. Yegiazaryan, Suren and other members of their
20 family had come up with a scheme to hide Ashot's assets in the U.S. by using shell
21 companies owned by Suren and other members of Mr. Yegiazaryan's family. A true
22 and correct copy of the Declaration of Natalia Tsagalova ("**Tsagalova Decl.**") is
23 attached hereto as **Exhibit 13**. Specifically, Ms. Tsagalova stated that Mr. Yegiazaryan
24 and Suren were involved in a complex scheme to funnel millions of dollars into the
25 United States through various companies, including specifically Clear Voice, Inc., a
26 company held in Suren's name. She further explained that, as part of this scheme, Mr.
27 Yegiazaryan would transfer his assets into Clear Voice's accounts and, in turn, Clear
28 Voice would write a check to Mr. Yegiazaryan and his wife every month to pay for the

1 couple's expenses under the guise of a loan. Mr. Yegiazaryan's wife also revealed in
2 her sworn declaration that, in late 2014, Mr. Yegiazaryan sold thirteen of the couple's
3 rental properties in the London area for nearly \$17 million and had the proceeds of those
4 sales transferred into the U.S. through Clear Voice's bank accounts.

5 60. Significantly, Ms. Tsagalova's testimony is corroborated by Mr.
6 Yegiazaryan's own testimony in a separate litigation. (Tsagalova Decl. at ¶ 15, Ex. C.)
7 In a lawsuit involving Ashot Yegiazaryan in the Southern District of New York, *Ashot*
8 *Egiazaryan v. Peter Zalmayev*, Case No. 11-CV-02670, Mr. Yegiazaryan testified that
9 he transferred \$20 million to Suren. (Tsagalova Decl. at ¶ 15, Ex. C.) The federal court
10 in that case noted Ashot's connection to Clear Voice, holding there was "clear evidence
11 that Clear Voice is being used for Ashot's benefit" and that "Clear Voice is being used
12 by Ashot to move money around." (Tsagalova Decl. at ¶ 17, Ex. E.)

13 61. On March 17, 2016, this Court granted Plaintiff's motion for summary
14 judgment on his petition for confirmation of the London Award. On March 31, 2016,
15 it entered judgment in favor of Plaintiff and against Mr. Yegiazaryan in the amount of
16 \$92,503,652, which included interest to the date of judgment (defined above as the
17 "California Judgment"). (See Exhibit 1.)

18 62. The Court also granted a Post-Judgment Injunction on the same terms as
19 before:

20 Ashot Yegiazaryan, his agents, and/or any person or entity acting
21 under his direction and control shall not take any action to transfer,
22 assign, conceal, diminish, encumber, hypothecate, dissipate or in
23 any way dispose of any proceeds, in an amount up to and including
24 \$115,629,565, derived by or held for the benefit of Ashot
25 Yegiazaryan, his agents, nominees, trustees or any person or entity
26 acting under his direction and control, in payment, settlement or
27 satisfaction of an arbitration award obtained in his arbitration with
28 Suleyman Kerimov, without prior order of the Court permitting such
a transfer, including specifically the "Kerimov settlement funds" as
identified in the Stipulation Re Advance Distribution of Funds
executed by Petitioner and Respondent on July 6, 2015 and filed
with the Los Angeles Superior Court and any proceeds of or

1 investments made with those funds, including specifically (but not
2 limited to) any funds held by CTX Treuhand AG, Vaduz,
3 Liechtenstein (under Alpha Trust or otherwise, or any other trustee),
4 with Savannah Advisors Inc., c/o Alpenrose Wealth Management
5 (or any other investment manager) and/or in an account at
6 Compagnie Monegasque De Banque or in any other bank or
7 financial institution. (Post-Judgment Injunction, Enforcement
8 Action, ECF 90 at pp. 7-8.)

9 63. The award and California Judgment are fully due and payable. There are
10 no legal challenges remaining to the substance of the London Award, as Mr.
11 Yegiazaryan’s legal challenges have all been rejected. Moreover, while Mr.
12 Yegiazaryan initially appealed this Court’s award confirmation and resulting California
13 Judgment to the Ninth Circuit Court of Appeals, he abandoned all legal challenges to
14 the award confirmation.

15 **Mr. Yegiazaryan and CTX Treuhand Attempt to Block Enforcement of the**
16 **California Judgment Through Legal Action in Liechtenstein**

17 64. In addition to pursuing relief in California, the jurisdiction in which Mr.
18 Yegiazaryan is physically located and living, Plaintiff also commenced an enforcement
19 action in Liechtenstein, the jurisdiction in which the Alpha Trust is located. On
20 February 24, 2016, the Liechtenstein Princely Court confirmed the London Award
21 under the New York Convention and attached Mr. Yegiazaryan’s beneficial interest in
22 the Alpha Trust to prevent him from receiving a distribution from the trust (defined
23 above as the “Liechtenstein Judgment”). All appeals have been exhausted, and the
24 London Award is now a fully enforceable as the Liechtenstein Judgment.

25 65. On September 20, 2017, Plaintiff obtained a Turnover Order from this
26 Court requiring that Mr. Yegiazaryan turn over the assets in the Alpha Trust that are
27 under his control to satisfy the California Judgment. (Order Granting Petitioners’
28 Motion for Turnover of Respondent’s Assets, Enforcement Action, ECF 193.) In
entering the Turnover Order, the Court found:

1
2 There is no dispute that this Court has jurisdiction over Mr.
3 Yegiazaryan. Nor is there any dispute that Mr. Yegiazaryan has not
4 paid the Judgment. The Award was issued nearly three years ago,
5 and the Judgment is over a year old. The assets of the Alpha Trust
6 remain within Mr. Yegiazaryan's reach. Mr. Yegiazaryan has
7 retained control over the trust and may appoint and dismiss trustees
8 at will and even appoint himself as a trustee. (*Id.* at 1, 3.)

9
10 66. Instead of complying, Mr. Yegiazaryan appealed. The Ninth Circuit held
11 that the Turnover Order was premature on the basis that the District Court should wait
12 for a ruling from the Liechtenstein Supreme Court determining Mr. Yegiazaryan's
13 authority over the Alpha Trust in the Liechtenstein Action. Mr. Yegiazaryan's delay
14 tactic worked, but only for a short time. On September 7, 2018, the Liechtenstein
15 Supreme Court ruled in Plaintiff's favor, holding that Mr. Yegiazaryan had unrestricted
16 control and access to the assets held by the Alpha Trust. Accordingly, he could be
17 compelled to turn over the assets of the Alpha Trust to Plaintiff to satisfy his debts.

18
19 67. Despite the ruling in the Liechtenstein Action, Mr. Yegiazaryan again
20 refused to pay the California Judgment from the assets of the Alpha Trust. On March
21 4, 2019, Plaintiff asked a second time for a turnover order directing Mr. Yegiazaryan to
22 turn over the assets he had hidden in Liechtenstein. The Court accepted Mr.
23 Yegiazaryan's argument that he had not exhausted his appellate remedies in
24 Liechtenstein, thus the Court should wait until the Liechtenstein Constitutional Court
25 resolved his limited appeal.

26
27 68. On October 29, 2019, the Liechtenstein Constitutional Court rejected Mr.
28 Yegiazaryan's appeal. That order, like the one before it, concluded Mr. Yegiazaryan
controlled the assets in the Alpha Trust.⁵

⁵ Specifically, the Court held:

[Mr. Yegiazaryan]'s position as a protector of the Alpha Trust included partial rights, such as that [Mr. Yegiazaryan] had transferable rights under the trust deed, such as the right to consent as a protector to various rights and actions of the trustee: Termination of the trust by the trustee, to determine the beneficiaries, to

1 **Defendants Lodge a Coordinated, Multi-Jurisdictional Attack to Encumber the**
2 **Alpha Trust**

3 69. Recognizing that the Liechtenstein Constitutional Court’s ruling marked
4 the end of Mr. Yegiazaryan’s frivolous legal maneuvers to obstruct Plaintiff’s access to
5 the Alpha Trust, Mr. Yegiazaryan hatched a scheme to block Plaintiff’s recovery. This
6 time, Suren and Gogokhia would file fraudulent claims against him in various
7 jurisdictions—claims that Mr. Yegiazaryan would not contest—in order to obtain sham
8 judgments that they would seek to enforce against the Alpha Trust to move the funds
9 out of Plaintiff’s reach or, at a minimum, encumber the funds. These fabricated and
10 fraudulent judgments were designed to compete with the Liechtenstein Judgment and
11 the California Judgment and create chaos in the courts there and in Nevis, where part
12 of the attack by Suren and Gogokhia took place. These false judgments caused Plaintiff
13 Smagin to have to file pleadings and present evidence in courts in the U.K.,
14 Liechtenstein, Monaco, the U.S. (California), and Nevis and incur hundreds of
15 thousands if not millions of dollars in fees to set the record straight and show these
16 several courts that the so-called judgments of Suren and Gogokhia were a complete
17 sham manufactured for the sole purpose of hindering and delaying Plaintiff Smagin’s
18 enforcement.

19 70. But Mr. Yegiazaryan was far from done with his tactical maneuvers
20 against Plaintiff Smagin. After the attacks/fraudulent judgment efforts of Suren and
21 Gogokhia failed due to active opposition from Plaintiff, Mr. Yegiazaryan first directed
22 Defendants Natalia Dozortseva and Murielle Jouniax (together, the “**Trustee**

23 _____
24 delegate all rights of the trustee including its (alleged) discretionary power and
25 to change the provisions of the trust deed. In addition, [Mr. Yegiazaryan] had the
26 sole right to appoint or remove the trustees of the Alpha Trust. In addition, [Mr.
27 Yegiazaryan] even let the trusts of the Alpha Trust (which he controls) act as
28 asset managers of the trust. . . This execution request clearly states the overall
rights to be seized, namely those of [Mr. Yegiazaryan] as trustor, protector and
beneficiary of the Alpha Trust vis-à-vis the party involved. . . [B]ecause of all of
these considerations, [Mr. Yegiazaryan] has been unsuccessful with any of its
complaints regarding fundamental rights, so that, according to the assertion, the
individual complaint cannot be accepted.

1 **Defendants**”) and later Alexis Gaston Thielen to try and reclaim control of the Alpha
2 Trust, Savannah Advisors, and the Monaco Account for Mr. Yegiazaryan. These
3 Trustee Defendants falsely held themselves out to be legally appointed trustees of the
4 Alpha Trust and sought to intervene in legal proceedings in Nevis and Monaco allegedly
5 protecting the interests of the Trust but in actuality seeking to advance only the interests
6 of Mr. Yegiazaryan and his criminal enterprise. Similarly, Thielen falsely declared
7 himself the Protector of the Alpha Trust. They lied and misrepresented their credentials,
8 the nature of the dispute between Plaintiff, Mr. Yegiazaryan, the Alpha Trust and more,
9 all with the goal of furthering the Yegiazaryan syndicate and denying victims of the
10 syndicate the relief and recourse they are due and owed.

11 71. Mr. Yegiazaryan also directed Ratnikov to try and block Plaintiff’s ability
12 to recover his judgment by fraudulently holding himself out as a Russian insolvency
13 officer and falsely claiming that he has the authority to take over Plaintiff’s enforcement
14 action against Mr. Yegiazaryan. He also directed Ratnikov to intervene in a Monaco
15 proceeding under the same fraudulent auspices, which he did, and that intervention
16 successfully delayed Plaintiff Smagin’s ability to gain access to the Alpha Trust funds
17 in Monaco.

18 72. As part of this coordinated effort: (1) Suren commenced a proceeding
19 against Mr. Yegiazaryan in the Caribbean Island of Nevis for the assets of the Alpha
20 Trust, (2) Gogokhia commenced a legal proceeding against Mr. Yegiazaryan in the
21 United Kingdom for the assets of the Alpha Trust, (3) Dozortseva and Jouniaux sought
22 to seize control of the Alpha Trust by fraudulently holding themselves out as “trustees”
23 to the Courts of Nevis and Monaco, (4) Dozortseva enlisted Ryals and Prestige to sow
24 confusion and give CMB Bank the pretext excuse it needed to refuse to transfer the
25 funds owned by Savannah Advisors and the Alpha Trust, (5) CMB Bank refused to
26 acknowledge Plaintiff’s validly appointed trustees of the Alpha Trust and Directors of
27 Savannah or make any transfer of funds of Savannah as requested by them, (6) Stephan
28 commenced an action in Liechtenstein seeking to remove Plaintiff’s appointed trustees

1 of the Alpha Trust, (7) Ratnikov, in coordination with Mr. Yegiazaryan, Stephan
2 Yegiazaryan and Dozortseva, has attempted to intervene in the Enforcement Action,
3 Liechtenstein actions and Savannah’s action against CMB Bank in Monaco, asserting
4 false claims that he has the right to control Plaintiff’s assets, including his interest in the
5 Alpha Trust, and (8) Thielen has fraudulently held himself out as the new “Protector”
6 of the Alpha Trust and directed the removal of Plaintiff’s lawfully appointed trustees.

7 **Defendants Execute a Fraudulent Agreement and Defendant Suren Yegiazaryan**
8 **Files a False Claim Against the Assets of the Alpha Trust in Nevis**

9 73. In an attempt to move their tactics to the Caribbean Island of Nevis and
10 other jurisdictions, Mr. Yegiazaryan, his brother, Artem, and his cousin, Suren,
11 fabricated a handwritten “agreement,” purportedly entered into on February 20, 2011.
12 A true and correct copy of the 2011 agreement typewritten in Russian and translated to
13 English is attached hereto as **Exhibit 14**.

14 74. Pursuant to the fraudulent and trumped up agreement, Suren supposedly
15 provided Mr. Yegiazaryan with a “personal loan” to pay for legal and living expenses—
16 but in an amount no greater than \$20 million—in exchange for one-third of the \$180
17 million Kerimov Award settlement. The agreement also purportedly required Mr.
18 Yegiazaryan to “compensate” Suren for tens of millions of losses caused to Suren by
19 others that were unrelated to Mr. Yegiazaryan.

20 75. For his part, Artem was purportedly required to “fund necessary legal
21 procedures, as well as to render, if necessary, any other financial support” to Mr.
22 Yegiazaryan also in an amount up to \$20 million, including expenses in the amount of
23 €550,000 previously paid by Artem. This “loan” was also in exchange for one-third of
24 the \$180 million Kerimov Award settlement and required Mr. Yegiazaryan to
25 “compensate” Artem for losses related to “Sofiyskaya Embankment”, another project
26 with which Mr. Yegiazaryan had no involvement.

1 76. Per the agreement, both Suren and Artem were required to “take part in
2 hearings in the court and render other feasible assistance to [Mr. Yegiazaryan].”

3 77. Just days after Plaintiff’s victory in the Liechtenstein Constitutional Court
4 in October 2019, Suren filed a sham action in the Eastern Caribbean Supreme Court (St.
5 Christopher and Nevis) claiming that he was entitled to \$180 million based on the
6 fabricated 2011 agreement with Mr. Yegiazaryan (the “**Nevis Action**”). A true and
7 correct copy of Suren’s November 5, 2019 Nevis Claim filing is attached hereto as
8 **Exhibit 15**. Significantly, neither Mr. Yegiazaryan nor Suren ever disclosed this
9 purported agreement to Plaintiff prior to the Liechtenstein ruling, nor had Suren or
10 Artem ever tried to enforce the alleged agreement against Mr. Yegiazaryan. That is
11 because the agreement is a post-hoc sham concocted to encumber the Alpha Trust. The
12 “funds” Suren and Artem purportedly provided to Mr. Yegiazaryan were not theirs to
13 begin with, but were funneled from Mr. Yegiazaryan through his companies and
14 surrogates for use by him and his syndicate.

15 78. When Plaintiff learned of this baseless Nevis Action, he brought a motion
16 to clarify the Post-Judgment Injunction (“**Motion to Clarify**”) in the Enforcement
17 Action, requesting that this Court clarify the scope of the Post-Judgment Injunction and
18 its application to the coordinated effort between Mr. Yegiazaryan, Artem, and Suren to
19 encumber the Alpha Trust. In their Oppositions to the Motion to Clarify, Mr.
20 Yegiazaryan and Suren fraudulently misrepresented to the Court and Plaintiff that they
21 were not working together in Nevis and that Mr. Yegiazaryan was opposing the Nevis
22 Action. But that claim was demonstrably false.

23 79. In January 2020, Suren filed an application for default judgment, which
24 was set for hearing on March 9, 2020. Although Mr. Yegiazaryan represented to this
25 Court that he was opposing the Nevis Action, Mr. Yegiazaryan did not contest Suren’s
26 request for default judgment and instead allowed the Nevis Court to enter a \$180 million
27 judgment against him. In addition, Defendants intentionally misrepresented the status
28 of the Nevis Action and concealed these facts from both Plaintiff and the Court as part

1 of a calculated effort to circumvent this Court’s order and move the funds out of the
2 Alpha Trust before Plaintiff could reach the assets. Indeed, on April 3, 2020, Suren
3 took his fraudulently obtained default judgment in the Nevis Action to the Monaco
4 Courts and sought a freeze of the Monaco Account held with Defendant CMB Bank.

5 **Defendant Vitaly Gogokhia’s Files a Fraudulent Claim Against the Assets of the**
6 **Alpha Trust in the United Kingdom**

7 80. At the same time that Suren was pursuing fabricated claims in Nevis,
8 Defendant Vitaly Gogokhia, a long-time nominee and convicted accomplice of Mr.
9 Yegiazaryan, was pursuing another sham lawsuit against Mr. Yegiazaryan in the U.K.
10 Like Suren’s bogus Nevis Action, Gogokhia’s claim was based on a fabricated
11 “agreement” with Mr. Yegiazaryan, but this time Mr. Yegiazaryan and Gogokhia did
12 not even bother to forge a written document and instead claimed they had an “oral”
13 agreement to compensate Gogokhia for his purported investments in Mr. Yegiazaryan’s
14 real estate projects through payments from the Alpha Trust—despite the fact that Mr.
15 Yegiazaryan had already paid Gogokhia \$5 million from the Alpha Trust. As was the
16 case with Suren’s Nevis Action, Mr. Yegiazaryan did nothing to oppose Gogokhia’s
17 claim. Instead, in October 2019 Mr. Yegiazaryan and Mr. Gogokhia entered a
18 ***stipulated judgment*** of £149 million in favor of Gogokhia—an amount that, after
19 conversion, would equal approximately \$180 million, roughly corresponding with the
20 amount of funds in the Alpha Trust.

21 81. On December 9, 2019, Gogokhia sought to enforce his U.K. stipulated
22 judgment in Nevis “against” Mr. Yegiazaryan. On March 13, 2020, Gogokhia filed an
23 ex parte application in Nevis seeking a freeze of Savannah Advisor’s assets held in
24 Monaco bank accounts, *i.e.*, the Alpha Trust funds. A true and correct copy of
25 Gogokhia’s March 13, 2020 Freezing Order Affidavit is attached hereto as **Exhibit 16**.
26 According to Gogokhia’s pleadings, Mr. Yegiazaryan did not object to his action to
27 confirm the stipulated judgment in Nevis or freeze the Alpha Trust assets in Nevis
28

1 against Savannah Advisors and in Monaco against the Alpha Trust. Gogokhia further
2 instructed Defendant CMB Bank that it was not to release any of the funds of the
3 Monaco Account to Plaintiff. CMB Bank complied.

4 82. Plaintiff Smagin is not aware of any actions brought by Artem to enforce
5 the purported agreement against the Alpha Trust to date; however, despite the Clarifying
6 Order, Artem still has not disavowed the agreement, and thus an action by Artem in a
7 foreign jurisdiction similar to that brought by Suren in Nevis is possible and could be
8 brought at any time.

9 **Defendants Natalia Dozortseva and Murielle Jouniaux Attempt to Seize Control**
10 **of Savannah Advisors and the Alpha Trust Funds to Block Plaintiff's Efforts to**
11 **Transfer the Funds to a Liechtenstein-Based Bank**

12 83. On March 2, 2020, the Princely Court of Liechtenstein issued an order
13 awarding Plaintiff the power to remove CTX Treuhand as the trustee of the Alpha Trust
14 and to appoint his own trustees. The order also authorized Plaintiff to demand
15 distribution from the Alpha Trust in satisfaction of the Liechtenstein Judgment.
16 Following this order, Plaintiff nominated two trustees to the Alpha Trust: Rudolf
17 Schächle and Raphael Näscher. Mr. Yegiazaryan appealed the March 2nd decision, but
18 his appeal was rejected by the Court of Appeal on September 15, 2020. The only
19 remaining appeal available to Mr. Yegiazaryan was a limited appeal focusing on
20 constitutional deprivations (e.g., due process and procedural fairness) to the
21 Liechtenstein Constitutional Court.

22 84. On March 30 and 31, 2020—in direct disregard of the Liechtenstein
23 court's multiple orders eliminating Mr. Yegiazaryan's authority over the Alpha Trust,
24 and without any authority whatsoever to do so—Mr. Yegiazaryan purported to
25 “appoint” Artur Airapetov and Defendant Natalia Dozortseva as trustees of the Alpha
26 Trust by executing two “Instruments of Appointment of Additional Trustees”; he also
27 attempted to add his children (including Defendant Stephan Yegiazaryan) as
28 beneficiaries of the Alpha Trust. True and correct copies of the March 30 and 31, 2020

1 Appointments of Additional Trustee are attached respectively hereto as **Exhibit 17** and
2 **Exhibit 18** respectively. The Instruments of Appointment were signed by Mr.
3 Yegiazaryan and apparently sent to his false-trustee counterparts in France and Russia,
4 where the false trustees signed the documents. On April 16, 2020, Mr. Yegiazaryan
5 removed Mr. Airapetov due to health reasons and replaced him with Defendant Murielle
6 Jouniaux as an additional “appointed” trustee of the Alpha Trust. A true and correct
7 copy of the April 16, 2020 Appointment of Additional Trustee is attached hereto as
8 **Exhibit 19**. Dozortseva (together with Jouniaux, the “Trustee Defendants”) thereafter
9 filed claims in Nevis seeking to seize control of Savannah Advisors and prevent Plaintiff
10 from accessing the Alpha Trust assets in the Monaco Account. In so doing, they
11 radically misrepresented the dispute between Mr. Yegiazaryan and Plaintiff Smagin,
12 the state of legal affairs as between them, the status and purpose of the relevant entities,
13 and mischaracterized the legal instruments involved.

14 85. Significantly, on April 27, 2020, the Liechtenstein Office of Justice
15 removed Dozortseva and Airapetov from the Liechtenstein Public Registry following a
16 finding that Mr. Yegiazaryan lacked the authority to appoint them. As it turns out,
17 Defendant Jouniaux was never even registered in the Liechtenstein Public Registry as
18 a trustee of the Alpha Trust. Notwithstanding that removal, the Trustee Defendants
19 continue to hold themselves out as trustees of the Alpha Trust in Nevis, Liechtenstein
20 and Monaco. Moreover, despite knowing that the Trustee Defendants are not
21 authorized appointees of the Alpha Trust, CMB Bank continued to feign ignorance, take
22 spurious legal positions, and wrongfully withhold the Monaco Account funds from the
23 rightful Trustees of the Alpha Trust, as part of Defendants’ scheme to defraud, hide,
24 and withhold critical funds from Mr. Yegiazaryan’s victims, falsely claiming that it
25 must do so based on the Trustee Defendants’ obviously fabricated claims. Following
26 this removal, on July 27, 2020, the Liechtenstein Princely Court commenced an
27 investigation into Dozortseva on the basis that she was “suspected of having committed
28 an offence according to sec. 228 par. 1 of the Penal Code” in connection with her

1 conduct with regard to the Alpha Trust. Mr. Yegiazaryan and several of his other
2 accomplices are similarly under criminal investigation in Liechtenstein.

3 86. On July 20, 2020, Dozortseva filed an ex parte application in the Nevis
4 Court seeking an order (1) appointing herself as a director of Savannah Advisors, (2)
5 restraining Savannah Advisors' exercise of authority over its assets and administration
6 without her written consent, and (3) permitting her to intervene in an action between
7 Savannah Advisors and its registered agent in Nevis, Prestige Trust Company, LTD.

8 87. On July 3, 2020, Dozortseva's counsel sent a letter to CMB Bank
9 instructing it to disregard the instructions of Plaintiff Smagin's appointed trustees
10 Schächle and Näscher and not to transfer any Alpha Trust funds held in the Monaco
11 Account.

12 88. On August 5, 2020, knowing the falsehood of Dozortseva's appointment,
13 in its Defense and Counterclaims filed in Monaco, CMB Bank relied on Dozortseva's
14 July letter as the basis of its refusal to transfer of Alpha Trust funds held in the Monaco
15 Account. A true and correct copy of the French original and English translation of CMB
16 Bank's Defense and Counterclaims is attached hereto as **Exhibit 20**.

17 **Dozortseva Deploys Prestige and Ryals to Impede Savannah Advisors and Block**
18 **the Lawful Transfer of Alpha Trust Funds from CMB Bank**

19 89. On July 2, 2020, Prestige sent a letter, executed by H. Edward Ryals, to
20 CMB Bank. The July 2, 2020 letter stated that Ryals "[understood] there was a legal
21 dispute over" the Alpha Trust funds held by Savannah Advisors and had "been directed
22 to ask that we place a hold on the change of directors until the court solves the dispute
23 between the parties." A true and correct copy of July 2, 2020 Letter is attached hereto
24 as **Exhibit 21**. On information and belief, this letter was sent as a deliberate falsehood
25 and was sent as part of Mr. Yegiazaryan's scheme to defraud the court, delay the legal
26 proceedings, and further the goals and purpose of the Yegiazaryan syndicate.
27
28

1 90. Also on July 2, 2020, Stevyn Bartlette, managing director of Prestige,
2 emailed Walkers Global, counsel to Savannah Advisors, stating that he had received
3 “alarming news” that Dozortseva and Mr. Yegiazaryan were requesting to be added as
4 directors of Savannah Advisors, and asked, “Who are these people?” A true and correct
5 copy of July 2, 2020 Email is attached hereto as **Exhibit 22**.

6 91. On July 15, 2020, a second letter, also executed by Ryals and sent on behalf
7 of Prestige, was sent to CMB Bank. This letter stated: “It is our position that the
8 underlying litigation in Liechtenstein and Nevis should decide who are the officers and
9 directors of Savannah Advisors, Inc. It is our view that the Certificate of Incumbency
10 appointing directors on the 31st of March 2020 should not be used for the purpose of
11 bank signatory accounts in the name of the company until the courts in Liechtenstein
12 and Nevis have ruled on the issue.” A true and correct copy of July 15, 2020 Letter is
13 attached hereto as **Exhibit 23**. On information and belief, this letter was sent as a
14 deliberate falsehood and was sent as part of Mr. Yegiazaryan’s scheme to defraud the
15 court, delay the legal proceedings, and further the goals and purpose of the Yegiazaryan
16 syndicate.

17 92. A declaration filed by Dozortseva in Nevis and a series of communications
18 attached to Dozortseva’s filings in Nevis—true and correct copies of which are attached
19 hereto as **Exhibit 24** and **Exhibit 25**, respectively—demonstrate that the July 2, 2020
20 and July 15, 2020 letters were procured through the efforts of Dozortseva and her
21 counsel, and, on information and belief, they were sent at the request of the Yegiazaryan
22 syndicate for its benefit:

- 23 a. On May 15, 2020, counsel for Dozortseva sent a letter to Prestige, asserting
24 that “after the dismissal of CTX by Mr. Smagin, [Mr. Yegiazaryan] was
25 entitled to appoint new trustees” and that “the appointment of Mr. Schachle
26 and Mr. Nascher by Mr. Smagin is not valid in our opinion[.]” The letter
27 further states that for these reasons, Prestige must “refrain from any actions
28

1 with regard to the assets, shares and management of Savannah without
2 explicit consent of our client[.]”

3 b. On July 1, 2020, Dozortseva contacted Kevin Wessell of General
4 Corporate Services, Inc., whom she believed was a representative of
5 Prestige, and requested to speak to him about Prestige. Sometime shortly
6 thereafter, Dozortseva had a conference call with Mr. Wessel in which she
7 informed him that Savannah Advisors’ directors were not properly
8 appointed. (See Exhibit 22.)

9 c. On July 2, 2020, Dozortseva sent an email to Mr. Wessell, Mr. Bartlette,
10 and Dozortseva’s counsel in Nevis, Monaco, and Liechtenstein, in which
11 she thanked Mr. Wessell for the conference call and his affirmation that
12 Prestige is “a firm that always complies with the law and would never
13 assist the fraudulent party.” Dozortseva also stated that she intends to file
14 an ex parte application in Nevis and requested that Mr. Wessell send her
15 the “exact names of current shareholders of Savannah Advisors Inc.” to
16 bring before Nevis court.

17 d. On July 2, 2020, Mr. Wessell sent an email to Mr. Bartlette, Dozortseva,
18 and an unknown party at trustcontact15@gmail.com appearing to attach
19 the trustee appointments of Jouniaux and Dozortseva and stating: “Here is
20 the very request to urgently add the new directors to Savannah Advisors.”

21 e. On July 15, 2020 (the same date reflected on the second letter sent by
22 Ryals), Ryals sent an email to Dozortseva: “As discussed, please find
23 attached the correspondence that we discussed.”

24 93. On July 21, 2020, Walkers Global sent a letter to Prestige, informing it that
25 CMB Bank notified Savannah Advisors that it received the July 2, 2020 from Ryals and
26 that, as a result of the letter, CMB Bank placed a freeze on Savannah Advisors’ account
27 holding the Alpha Trust funds. Walkers also reminded Prestige of its duties as an agent
28 of Savannah Advisors and demanded that Prestige execute a letter to CMB Bank

1 correcting the false information contained in the July 2, 2020 letter. A true and correct
2 copy of July 21, 2020 Letter is attached hereto as **Exhibit 26**.

3 94. On July 28, 2020, Mr. Bartlette emailed Savannah Advisors, informing it
4 that Prestige does not take responsibility for the false letter:

5
6 As indicated, we have nothing to do with the letter submitted to
7 the bank and we would not take any responsibility for that. Also,
8 the contents of that letter would suggest that the bank did not act
9 professional as a bank should. How can someone just submit a
10 letter like this with no supporting documents, and the bank
11 accepts that? We would not take responsibility for the bank
12 taking such decision.

13 95. Mr. Bartlette agreed to draft a correction letter explaining that the July 2,
14 2020 letter to CMB Bank was fraudulent, but informed Savannah Advisors that there
15 would be a “fee” for this correction. A true and correct copy of July 28, 2020 Email is
16 attached hereto as **Exhibit 27**.

17 96. Despite Prestige’s agreement to provide a corrective letter, Dozortseva and
18 her counsel continued to put pressure on Ryals. On August 4, 2020, Dozortseva’s
19 attorney, Natasha Grey, requested that Ryals “issue fresh correspondence” detailing
20 Dozortseva’s understanding that Ryals “would have issued some documentation prior
21 to Nevis court proceedings being filed - namely, a fresh directors register and certificate
22 of incumbency, that the named directors (JGT Treuuntemehmen reg. and Silvio Vogt)
23 has no powers to act on behalf of Savannah Advisors Inc., and that both of these
24 documents cannot be relied on by any party.”

25 97. On August 4, 2020, Mr. Ryals responded to Ms. Grey’s email: “This will
26 confirm that I wrote and executed the July 15, 2020 letter that is attached to your email.
27 I am also aware that there is ongoing litigation in several jurisdictions.” A true and
28 correct copy of August 4, 2020 Email is attached hereto as **Exhibit 28**.

1 **The Court Finds that Mr. Yegiazaryan, Suren, Artem, Gogokhia and Mr.**
2 **Yegiazaryan’s Trustees Were Acting in Concert to Prevent, Hinder or Delay**
3 **Plaintiff’s Judgment**

4 98. On April 1, 2020, this Court issued its order on Plaintiff’s Motion to
5 Clarify the scope of the Court’s post-judgment injunction (the “**Clarifying Order**”).
6 (Enforcement Action, ECF 245.) The Court found that Mr. Yegiazaryan, Artem, Suren,
7 and Gogokhia were acting in concert and must cease their actions to prevent, hinder and
8 delay Plaintiff’s ability to collect on the assets of the Alpha Trust:

9
10 Mr. Yegiazaryan, his cousin Suren Yegiazaryan, his brother Artem
11 Yegiazaryan, Vitaly Gogokhia, the trustees of the Alpha Trust and
12 any others acting on behalf of Mr. Yegiazaryan, directly or
13 indirectly, including but not limited to attorneys or nominees for
14 each of these parties must immediately cease all actions in Nevis or
15 any other jurisdiction that would prevent, hinder, or delay Mr.
16 Smagin’s ability to collect on the assets of the Alpha Trust pursuant
17 to the current and forthcoming orders of the Liechtenstein Court or
18 this Court.

19 To the extent any such enforcement actions have already begun,
20 they must be immediately stopped and any funds held by or on
21 behalf of Suren Yegiazaryan or Judgment Debtor Yegiazaryan must
22 be immediately returned to the Monaco Bank Account of Savannah
23 Advisors, or any other location, from which they came. (Clarifying
24 Order, Enforcement Action, ECF 245 at 8.)

25 99. Based on Defendants’ ongoing violations of the Post-Judgment Injunction,
26 on July 9, 2020 this Court issued another order imposing additional restrictions on
27 Defendants:

28 The Court . . . prohibits Defendant, or his trustees, associates,
attorneys or agents, from making or attempting to make any further
modifications to the Alpha Trust, including but not limited to the
addition or substitution of trustees or beneficiaries, without first
obtaining this Court’s approval. It likewise prohibits Defendant

1 from making any attempt to alter or amend the administration of
2 either the company Savannah Advisors or the Monaco bank account,
3 or from taking any further actions with respect to those entities,
4 without this Court's approval. To the extent that any such acts are in
progress, they must be stopped.

5 **The Court Finds Mr. Yegiazaryan in Contempt of Court**

6 100. As a result of Dozortseva's attempt to intervene in Nevis, on September
7 16, 2020, this Court found Mr. Yegiazaryan in contempt of the July 9 and April 1 Orders
8 ("**Contempt Order**"). (Enforcement Action, ECF 315.) Pursuant to the Contempt
9 Order, Mr. Yegiazaryan was required to order Dozortseva to withdraw her application
10 and related filings seeking to intervene Nevis "or elsewhere seeking relief related to the
11 Alpha Trust and/or Savannah Advisors." (ECF 315 at 6.) In the event Dozortseva failed
12 to comply, Mr. Yegiazaryan was required to remove her as a trustee. Failure to provide
13 the Court with proof of compliance within seven days would result in the issuance of
14 sanctions in the amount of \$2,000 a day.

15 101. Following the Contempt Order, Dozortseva refused to withdraw her action
16 in Nevis and, in violation of the order, Mr. Yegiazaryan did not remove Dozortseva.
17 Instead, on September 23, 2020, Mr. Yegiazaryan falsely claimed that he was too ill to
18 sign a document removing her. (Enforcement Action, ECF 320.) In an attempt to
19 bolster this story, on September 29, 2020, Mr. Yegiazaryan submitted to the Court a
20 falsified or altered "doctor's note" from Dr. Julia Sverdlova of Medistar, Inc. purporting
21 to support of his claims of illness. (Enforcement Action, ECF 326-1, 326-2.)

22 102. Believing that the "doctor's note" was forged, on October 7, 2020, Plaintiff
23 served Mr. Yegiazaryan with notice that Plaintiff would be taking the deposition of Dr.
24 Sverdlova and requesting that she produce documents relating to her purported
25 treatment of Mr. Yegiazaryan's alleged medical emergency pursuant to a deposition
26 subpoena. Plaintiff believes that Mr. Yegiazaryan, upon receiving notice of the
27 subpoena, knowingly used intimidation, threats, or corrupt persuasion to influence Dr.
28

1 Sverdlova, a witness residing in California, to avoid service of the subpoena with the
2 intent to delay or prevent her from providing documentary and testimonial evidence in
3 connection with the Enforcement Action. Sverdlova now claims she has a medical
4 condition that prevents her from being deposed.

5 103. Despite apparently no longer suffering from any purported medical
6 emergencies, Mr. Yegiazaryan still has not removed Dozortseva as a “trustee” of the
7 Alpha Trust. Dozortseva has continued to interfere with the proceedings in Nevis and
8 Monaco along with Ratnikov.

9 **Mr. Yegiazaryan Purports to Appoint Thielen as “Protector” of the Alpha Trust**

10 104. Although Mr. Yegiazaryan represented to the Court on September 23,
11 2020 that he was too ill to execute a document removing Dozortseva as a trustee, that
12 very same day he executed a Notice of Transfer of Powers of the Alpha Trust purporting
13 to appoint Defendant Alexis Gaston Thielen as Protector of the Alpha Trust, despite
14 having no authority whatsoever to do so. Thus, not only were his representations to the
15 Court regarding his inability to sign documents removing Dozortseva demonstrably
16 false, but, even in the face of contempt sanctions, he has continued to further his scheme
17 to hinder, delay and defraud Plaintiff. A true and correct copy of the September 23,
18 2020 Notice of Transfer of Powers of the Alpha Trust Instrument is attached hereto as
19 **Exhibit 29.**

20 105. On October 28, 2020, Defendant Thielen executed an Instrument of
21 Removal, purporting to remove the Trustees Schächle and Näscher for failing to “act
22 unanimously” with Dozortseva and Jouniaux. A true and correct copy of the Instrument
23 of Removal is attached hereto as **Exhibit 30.**

24 **CMB Bank Knowingly Perpetuates Defendants’ Fraud**

25 106. On July 3, 2020, Plaintiff’s legally appointed directors of Savannah
26 Advisors directed CMB Bank to transfer the assets of the Alpha Trust from the Monaco
27 Account at CMB Bank to a Liechtenstein account of Savannah Advisors. Rather than
28

1 complying with the request, CMB Bank schemed with Mr. Yegiazaryan to hinder, delay
2 or defraud Plaintiff in the collection of and execution on his \$92 million judgment. This
3 makes sense, of course, because CMB Bank was selected by Mr. Yegiazaryan precisely
4 for its willingness to defy fair and reasonable banking practices, to collaborate with Mr.
5 Yegiazaryan to further his criminal syndicate, and to benefit financially by participating
6 in his fraudulent schemes and hiding of assets and funds.

7 107. In furtherance of Defendants' scheme, CMB Bank refused to make any
8 transfer of funds to Liechtenstein on the basis that Suren, Gogokhia and Dozortseva
9 also had claims pending against the Monaco Account's assets. CMB Bank was fully
10 aware that these claims were false and fraudulent, as evidenced by the numerous
11 notifications of such provided to CMB Bank, including orders from several courts
12 (including this court). However, for pretextual purposes, CMB Bank relied on the
13 bogus claims of Mr. Yegiazaryan and his nominees to refuse to release the funds, and
14 that forced Trustees Schächle and Näscher to order the Directors of Savannah to
15 commence the Monaco Action against CMB Bank.

16 108. All of CMB Bank's actions (among others) evidence its notice and
17 knowledge that its receipt of the Kerimov Award proceeds and its subsequent retention
18 of those funds for the benefit of Mr. Yegiazaryan and the syndicate were fraudulent.
19 Despite having this knowledge, CMB Bank created the Monaco Account and accepted
20 payment from Mr. Yegiazaryan and Gibson Dunn in an effort to obstruct Plaintiff's
21 ability to reach the funds in satisfaction of the London Award and the subsequent
22 California Judgment. It continues to follow Mr. Yegiazaryan's instructions, and those
23 of his nominees, by exchanging full information and documents with Mr. Yegiazaryan,
24 Dozortseva and others on their behalf, and refusing to release the funds to Savannah
25 Advisors with absolutely no basis and based on claims that it knows to be false and
26 fraudulent. Indeed, CMB Bank refuses to send even simple account statements to the
27 legally appointed directors of Savannah Advisors, but still sends these statements to
28

1 CTX Treuhand, the former directors, despite the fact that CTX Treuhand has confirmed
2 in writing that Schächle and Näscher were the new directors of Savannah Advisors.

3 **Defendant Stephan Yegiazaryan Asserts a Fraudulent Claim to Remove**
4 **Plaintiff's Appointed Trustees in Liechtenstein**

5 109. On August 5, 2020, well after the Court ordered Suren and Gogokhia to
6 cease their actions, Stephan Yegiazaryan—Ashot Yegiazaryan's son and purported
7 discretionary beneficiary of the Alpha Trust—filed a fraudulent “Report” in the
8 Princely Court of Justice in Liechtenstein seeking to remove Trustees Schächle and
9 Näscher as trustees of the Alpha Trust and prohibit them from transferring any of the
10 assets from the Monaco Account. A true and correct copy of the German original and
11 English translation of the August 5, 2020 Report is attached hereto as **Exhibit 31**.
12 Stephan's Report was filed in furtherance of Defendants' scheme to hinder, delay or
13 defraud Mr. Yegiazaryan's creditors.

14 110. On August 24, 2020, the Liechtenstein Court rejected Stephan's requests
15 and ordered him to reimburse Plaintiff and Trustees Schächle and Näscher for their
16 costs of litigation. A true and correct copy of the German original and English
17 translation of the August 24, 2020 Ruling is attached hereto as **Exhibit 32**.

18 **Defendant Ratnikov Evgeny Nikolaevich Injects Himself into the Enforcement**
19 **Action, Liechtenstein Action and Monaco Action**

20
21 111. On August 20, 2020, the Arbitrazh [State Commercial] Court of Moscow
22 (“**Moscow Commercial Court**”) commenced a debt restructuring process against
23 Plaintiff and appointed Ratnikov as financial manager of the proceedings (Case No.
24 A40-17597/20-4-36 Φ). The approximately \$15 million in debts at issue in the
25 proceedings—primarily outstanding loans granted to Plaintiff to fund attorneys' fees
26 during the LCIA litigation—arose out Plaintiff decades years-long effort to recover on
27 the London Award and resulting California and Liechtenstein judgments and to protect
28 the Alpha Trust funds against attacks from Mr. Yegiazaryan and his associates.

1 112. The debt restructuring phase of Russian bankruptcy proceedings is the first
2 phase of a two-stage proceeding. During this stage, Plaintiff is not declared bankrupt
3 and Ratnikov is not entitled to dispose of Plaintiff's assets or take over legal proceedings
4 or Judgments Plaintiff Smagin is bringing or pursuing.

5 113. On information and belief, Ratnikov is colluding with Mr. Yegiazaryan to
6 try to reduce or nullify his debt and judgments to Plaintiff Smagin. They are conspiring
7 together by sharing information and working in tandem together for the improper
8 purpose of delaying and hindering Plaintiff's enforcement efforts. On September 7,
9 2020, Ratnikov, in collusion with Mr. Yegiazaryan, sent a "notification" letter to CMB
10 Bank ("**Notification Letter**") requesting that CMB Bank prevent any transfer of the
11 Alpha Trust funds by Plaintiff, on his behalf, or in his favor and "impose a ban on the
12 disposal of the funds of the Alpha Trust" by Plaintiff. The question must be asked, why
13 would Ratnikov, a supposed financial manager who claims to be trying to deal with
14 debt of Plaintiff Smagin that is estimated at \$15 million try to stop or block Smagin
15 from recovering over \$100 million in funds from the Alpha Trust, an amount that could
16 easily cover the debt he is supposedly addressing? The answer is that Ratnikov is not a
17 bona fide, impartial financial manager. Rather, he is an agent of Mr. Yegiazaryan's
18 enterprise working to impede Plaintiff Smagin's debt collection. A true and correct
19 copy of the French original and English translation of the Notification Letter of
20 Ratnikov to CMB, which were attached to Dozortseva's Nevis Filing, is attached hereto
21 as **Exhibit 33**. As evidence of Ratnikov's collusion with the Yegiazaryan syndicate, on
22 September 7, 2020, Ratnikov emailed his Liechtenstein intervention papers to Mr.
23 Yegiazaryan's counsel in advance of his submission to the Liechtenstein courts. A true
24 and correct copy of the September 7, 2020 Ratnikov Email is attached hereto as **Exhibit**
25 **34**.

26 114. In addition, Ratnikov is over-stating his credentials to delay and excuse
27 critical court proceedings that Plaintiff Smagin is pursuing to recover the Liechtenstein
28 Judgment and California Judgment. For example, on September 8, 2020, counsel for

1 Ratnikov informed the Court in the Enforcement Action via email that Ratnikov
2 intended to intervene in the action to supplant Plaintiff in the case and assume his rights
3 to recover on the California Judgment. Ratnikov’s counsel also falsely claimed that
4 Ratnikov is an insolvency offer and that Plaintiff had been deemed bankrupt by the
5 Russian courts. Less than twenty minutes later, counsel sent a follow-up email
6 acknowledging that the bankruptcy proceedings are in the early stages, but still asserted
7 that “a claim to declare Mr. Smagin insolvent has been found to be justified.” A true
8 and correct copy of the September 8, 2020 Ratnikov Emails is attached hereto as
9 **Exhibit 35.**

10 115. On September 11, 2020, Ratnikov filed a Request for Interruption in the
11 Liechtenstein courts to replace Plaintiff in Plaintiff’s pending action to enforce the
12 Liechtenstein Judgment against the Alpha Trust.

13 116. On September 14, 2020, Ratnikov filed a Motion to Intervene in the
14 Enforcement Action. (Intervention Motion, Enforcement Action, ECF 312.) Ratnikov
15 argued that intervention was necessary to “monitor” and “consent to” Plaintiff’s
16 transactions, despite the fact that there are no transactions before the Court or pending
17 in the Enforcement Action. Ratnikov also claimed that he may be required to sell
18 Plaintiff’s rights under the London Award, even though he admitted he had no such
19 authority at this time.

20 117. On September 18, 2020, Dozortseva attached Ratnikov’s Notification
21 Letter to a filing she made in Nevis. On information and belief, Mr. Yegiazaryan put
22 the Ratnikov Notification Letter in Dozortseva’s hands as part of his coordination of
23 the enterprise efforts to thwart Plaintiff Smagin.

24 118. On September 24, 2020, in a filing in the Monaco Action, CMB Bank cited
25 Ratnikov’s Notification Letter as a reason why it should not turn over the Alpha Trust
26 funds to Savannah.

27 119. In a further effort coordinated by Mr. Yegiazaryan, on September 30, 2020,
28 Ratnikov appeared with Dozortseva in the Monaco Action seeking to intervene in that

1 case and urging the Court to freeze the assets of the Alpha Trust so that Plaintiff could
2 not reach them.

3 120. On October 5, 2020, Ratnikov filed a declaration in the Monaco Action
4 seeking to intervene on these bases. A true and correct copy of French original and
5 English translation of Ratnikov’s October 5, 2020 Monaco Action Declaration is
6 attached hereto as **Exhibit 36**.

7 121. On October 15, 2020, Ratnikov’s counsel sent a letter to Trustees Schächle
8 and Näsche Rudolf stating that, at this stage in the bankruptcy proceedings, Ratnikov
9 “is obliged to control the assets of [Plaintiff] and his (intended) asset dispositions.”
10 Ratnikov’s counsel further informed the Trustees that the transfer of the Alpha Trust
11 assets from Monaco to Liechtenstein is “illegal” and threatened the Trustees—claiming
12 they will be “held accountable” if such transfers are made. A true and correct copy of
13 the German original and English translation of the Trustee Letter is attached hereto as
14 **Exhibit 37**.

15 122. It is apparent from his filings and appearances that Ratnikov is privy to
16 nonpublic information regarding the litigation between Mr. Yegiazaryan and Plaintiff
17 and relating to the Alpha Trust and that he came about these documents and this
18 information from Mr. Yegiazaryan. Notably, the dockets in Liechtenstein and Monaco
19 are not open to the public, and therefore Ratnikov must have been informed of those
20 proceedings by a party to the proceedings or someone with knowledge thereof. On
21 information and belief, it was through Mr. Yegiazaryan. Further, in the Monaco Action,
22 Ratnikov produced copies of the London Award and the Liechtenstein Court’s March
23 2, 2020 ruling, which were not publicly filed and are not in Plaintiff’s possession. These
24 documents could only have been provided to Ratnikov by Mr. Yegiazaryan.

25 123. On October 7, 2020, Ratnikov’s counsel emailed a letter to Plaintiff
26 Smagin’s counsel stating that he was aware that Mr. Yegiazaryan had deposited \$12,000
27 in contempt sanctions in a client trust account with Plaintiff’s counsel. Again, this
28 information was not public and the only way Ratnikov could have obtained it is from

1 Mr. Yegiazaryan or his counsel. A true and correct copy of the October 7th Letter is
2 attached hereto as **Exhibit 38**.

3 124. On October 15, 2020, Ratnikov’s counsel sent an additional letter to
4 counsel for Plaintiff Smagin claiming that Plaintiff’s counsel could not continue to
5 represent him and asserting, without any basis, that Mr. Yegiazaryan was now subject
6 to Russian bankruptcy proceedings that prevented Plaintiff from recovering from Mr.
7 Yegiazaryan. A true and correct copy of the October 15th Letter is attached hereto as
8 **Exhibit 39**. However, there is no legitimate basis for this claim and, what is more,
9 Ratnikov’s position directly contradicts his assertion that he is a purported insolvency
10 officer acting for the benefit of Plaintiff’s creditors in Russia. Indeed, as noted above,
11 if he was acting in the interest of such creditors, he would do everything in his power
12 to assist Plaintiff in recovering the judgment from Mr. Yegiazaryan to pay those
13 creditors, not obstruct Plaintiff’s ability to enforce his judgment. This is, of course,
14 because he is not a legitimate agent of the Russian court as he holds himself out to be,
15 but rather is yet another agent in Mr. Yegiazaryan’s army of nominees; Ratnikov is
16 supporting the fraudulent scheme and takes instructions from Mr. Yegiazaryan and acts
17 for the benefit of Mr. Yegiazaryan’s enterprise.

18 125. On November 9, 2020, this Court denied Ratnikov’s motion to intervene
19 for failure to comply with Chapter 15 of the Bankruptcy Code. (Enforcement Action,
20 ECF 346.)

21 126. All of Ratnikov’s conduct—including fraudulently holding himself out as
22 the insolvency officer for Plaintiff Smagin, making misrepresentations to this Court
23 about the status of the bankruptcy proceedings in Russia and his role in such
24 proceedings, attempting to intervene in Plaintiff’s Enforcement Action, Liechtenstein
25 court proceedings and the Monaco Action and misrepresentations to Plaintiff—was
26 done with the intent to further Defendants’ scheme to hinder, delay and defraud Plaintiff
27 and this Court.

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FIRST CLAIM FOR RELIEF
(Federal Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1962(c) — Against all Defendants)

127. Plaintiff realleges and incorporates herein by reference each and every allegation set forth in paragraphs 1 through 144, inclusive, as set forth above.

128. Ashot Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov, Thielen, CMB Bank, Prestige, and Ryals are each a “person,” within the meaning of 18 U.S.C. §§ 1961(3) because each Defendant is capable of holding, and does hold, “a legal or beneficial interest in property.”

129. Defendants’ conduct constitutes a “pattern” of racketeering activity under 18 U.S.C. § 1961(5) because their activities include at least two acts of racketeering activities in the past 10 years, including, but not limited to, the following acts:

- f. Ashot Yegiazaryan fraudulently created the Alpha Trust and Savannah Advisors by executing instruments in California that he transmitted to CTX Truehand in Liechtenstein using transmissions in interstate or foreign commerce.
- g. Suren Yegiazaryan initiated a fraudulent lawsuit in Nevis against Ashot Yegiazaryan and Savannah from California based on forged documents in Eastern Caribbean Supreme Court (St. Christopher and Nevis) using transmissions in interstate or foreign commerce.
- h. Ashot Yegiazaryan intentionally filed documents with this Court in the Enforcement Action containing material misrepresentations and false statements, including, for example, that Mr. Yegiazaryan was contesting the Nevis Action, to deceive the Court using transmissions in interstate or foreign commerce.
- i. Suren Yegiazaryan submitted his fraudulently obtained default judgment in the Nevis Action to the Monaco Courts and sought a freeze of Monaco

1 Account held with Defendant CMB Bank using transmissions in interstate
2 or foreign commerce.

3 j. Ashot Yegiazaryan and Gogokhia entered a fraudulent stipulated judgment
4 against Mr. Yegiazaryan and in favor of Gogokhia in the United Kingdom
5 using transmissions in interstate or foreign commerce, on which they
6 subsequently sought to enforce that stipulated judgment against Savannah
7 through a sham lawsuit in Nevis.

8 k. Vitaly Gogokhia filed a fraudulent ex parte application in Nevis seeking a
9 freeze of Savannah Advisor's assets held in Monaco bank accounts, *i.e.*,
10 the Alpha Trust funds using transmissions in interstate or foreign
11 commerce. Vitaly Gogokhia further instructed Defendant CMB Bank that
12 it was not to release any of the funds of the Monaco Account to Plaintiff.

13 l. Ashot Yegiazaryan fraudulently appointed Defendant Trustees and
14 Thielen to "administer" the Alpha Trust using transmissions in interstate
15 or foreign commerce.

16 m. Defendant Trustees and Ashot Yegiazaryan procured fraudulent letters
17 from Ryals and Prestige to hinder Savannah Advisors' efforts to transfer
18 the Alpha Trust funds from its account with CMB Bank in Monaco using
19 transmissions in interstate or foreign commerce.

20 n. Ashot Yegiazaryan submitted forged or altered documents to this Court in
21 the form of a letter from Dr. Julia Sverdlova in an attempt to deceive the
22 Court with regard to his failure to comply with the Court's Contempt Order
23 using transmissions in interstate or foreign commerce.

24 o. Ashot Yegiazaryan knowingly used intimidation, threats, or corrupt
25 persuasion to influence Dr. Sverdlova, a witness residing in California, to
26 avoid service of the subpoena with the intent to delay or prevent her from
27 providing documentary and testimonial evidence in connection with the
28 Enforcement Action.

1 p. Ratnikov intervened in Monaco, Liechtenstein, and this Court, using
2 transmissions in interstate or foreign commerce, fraudulently holding
3 himself out as a Russian insolvency officer and falsely claiming that he has
4 the authority to take over Plaintiff's enforcement action against Mr.
5 Yegiazaryan.

6 q. Defendant Trustees intervened in Monaco using transmissions in interstate
7 or foreign commerce to confuse the court and support CMB Banks efforts
8 to deny Savannah Advisors to exercise its control over its funds held
9 therein.

10 130. Savannah Advisors is a legal entity and constitute the "enterprise," within
11 the meaning of 18 U.S.C. §§ 1961(4) & 1962(c). At all relevant times, Ashot
12 Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Thielen,
13 Prestige and Ryals conducted, participated in, engaged in, and operated and managed
14 (directly or indirectly) the affairs of Savannah Advisors through a pattern of
15 racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c).

16 131. In the alternative to Paragraph 130, Ashot Yegiazaryan, Suren, Artem
17 Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov, Thielen, CMB Bank, Prestige,
18 and Ryals (or any subset thereof) constituted an "enterprise" within the meaning of 18
19 U.S.C. §§1961(4) and 1962(c), in that they were "a group of individuals associated in
20 fact" for the common purpose of intentionally and willfully defrauding Plaintiff and this
21 Court through a scheme to fraudulently file claims and actions in multiple jurisdictions
22 to encumber the assets of the Alpha Trust and prevent Plaintiff from recovering his
23 judgment.

24 132. All Defendants agreed to and did conduct and participate in the conduct of
25 the enterprise's affairs through a pattern of racketeering activity for the unlawful
26 purpose of intentionally defrauding Plaintiff.

27 133. Defendants' racketeering acts consisted of, but are not limited to, multiple
28 acts of wire fraud, including submitting fraudulent documents through interstate or

1 foreign commerce to create the Alpha Trust and Savannah Advisors, fraudulently
2 “appoint” Defendant Trustees and Thielen to positions of authority over the Alpha
3 Trust, and direct Defendants to pursue sham litigations in various jurisdictions.
4 Additionally, Defendants have engaged in witness tampering and obstruction of justice
5 and made numerous false statements of facts and law in courts of various jurisdictions
6 as outlined above. All of Defendants acts were committed for the unlawful purpose of
7 intentionally defrauding Plaintiff and furthering the interests of the enterprise. As
8 explained in detail above, the Defendants coordinated their activities, shared critical
9 information and documents that support their enterprise, and acted in concert to further
10 the interests of the enterprise.

11 134. All of the acts of racketeering described herein were related so as to
12 establish a pattern of racketeering activity, within the meaning of 18 U.S.C. §1962(c),
13 in that their common purpose was to further the interests of Mr. Yegiazaryan and his
14 real estate fraud schemes, plus hide funds and assets of the enterprise, and deny and
15 defraud their victims, including Plaintiff Smagin of money and property. They further
16 sought to place Mr. Yegiazaryan’s assets and funds beyond the reach of Plaintiff
17 Smagin and this Court; their common result and goal was to defraud Plaintiff of money
18 and property and/or to place Mr. Yegiazaryan’s assets beyond the reach of Plaintiff and
19 this Court; Mr. Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux,
20 Ratnikov, Thielen, CMB Bank, Prestige, and Ryals, through their employees, members,
21 or agents, directly or indirectly, participated in the acts and employed the same or
22 similar methods of commission; Plaintiff was the victim of the acts of racketeering;
23 and/or the acts of racketeering were otherwise interrelated by distinguishing
24 characteristics and were not isolated events.

25 135. To the extent Ashot Yegiazaryan, Suren, Artem, Gogokhia, Stephan,
26 Dozortseva, Jouniaux, Ratnikov, Thielen, CMB Bank, Prestige, and Ryals have
27 suspended their acts of racketeering against Plaintiff, they have only done so because
28 of legal action taken by Plaintiff, including this Court’s post-judgment injunction

1 entered against Mr. Yegiazaryan and his agents and nominees. The ongoing nature of
2 Defendants' pattern of racketeering is not obviated by this fortuitous interruption.

3 136. As a direct and proximate result of, and by reason of, the activities of Ashot
4 Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov,
5 Thielen, CMB Bank, Prestige, and Ryals and their conduct in violation of 18 U.S.C.
6 §1962(c), Plaintiff was injured in his business or property, within the meaning of 18
7 U.S.C. §1964(c). Among other things, Plaintiff suffered damages and injury to his
8 property, including specifically damage to his California Judgment, including without
9 limitation in the form of decreased value of the assets to be levied upon caused by
10 Defendants' delay and interference; damages from Defendants' fraudulent transfers;
11 delay and loss in the use, enjoyment, benefits, profits, revenues, interest and interests
12 and delay and loss of opportunity to execute on and recover against the property
13 fraudulently transferred and/or encumbered resulting from the delay and interference;
14 damage caused by waste, loss, plunder, and devaluation of the assets committed by Mr.
15 Yegiazaryan during the delay and interference; damages in the form of attorney fees
16 and costs resulting from the interference, including attorney fees incurred in California,
17 U.K., Russia, Nevis, Monaco and Liechtenstein and costs incurred in addressing the
18 fraudulent conduct in litigation; and all other damages, injuries, and harms caused by
19 the fraudulent transfers and interference. Plaintiff is, therefore, entitled to recover
20 threefold the damages he sustained together with the cost of the suit, reasonable
21 attorneys' fees and reasonable experts' fees.

22 137. WHEREFORE Plaintiff demands judgment against Ashot Yegiazaryan,
23 Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov, Thielen, CMB
24 Bank, Prestige and Ryals jointly and severally, for the following: Treble damages
25 pursuant to 18 U.S.C. §1964(c); Attorney fees and costs pursuant to 18 U.S.C. §1964(c);
26 and such other and further relief as this Court may deem just and proper.

27
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SECOND CLAIM FOR RELIEF

(Civil RICO Conspiracy—18 U.S.C. § 1962(D) — All Defendants)

138. Plaintiff realleges and incorporates herein by reference each and every allegation set forth in paragraphs 1 through 144, inclusive, as set forth above.

139. As alleged in Count I, one or more of the following individuals violated 18 U.S.C. § 1962(c): Ashot Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov, Thielen, CMB Bank, Prestige and Ryals. Any person(s) who is found to have violated 18 U.S.C. § 1962(c) is hereafter referred to as the “Operator / Manager” for the remainder of this Count.

140. Ashot Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov, Thielen, CMB Bank, Prestige, and/or Ryals conspired with the Operator(s)/Manager(s) to conduct or participate, directly or indirectly, in the conduct of the affairs of the enterprises, defined *supra*, through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(d).

141. In particular, Ashot Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov, Thielen, CMB Bank, Prestige, and/or Ryals intended to or agreed to further an endeavor of the Operator(s)/Manager(s) which, if completed, would satisfy all of the elements of a substantive RICO criminal offense (18 U.S.C. § 1962(c)) and adopted the goal of furthering or facilitating the criminal endeavor. Defendants’ conduct includes, but is not limited to:

- r. Defendants Suren, Gogokhia, Stephan, Trustee Defendants, and Ratnikov agreed to file fraudulent claims or fraudulently intervene in court cases in various jurisdiction to hinder, delay or prevent Plaintiff from enforcing his judgment;
- s. Trustee Defendants and Defendant Thielen agreed to fraudulently misrepresent their authority over the Alpha Trust and use such false color of authority to obstruct Plaintiff’s access to the trust assets in order to hinder, delay or prevent him from enforcing his judgment;

1 t. Defendant Ryals and Defendant Prestige agreed to procure fraudulent
2 letters for the purposes of hindering Plaintiff's access to the Alpha Trust
3 funds held in CMB Bank in Monaco; and

4 u. Defendant CMB Bank agreed to create and maintain the Monaco Account
5 as a vehicle to secrete Mr. Yegiazaryan's assets and shield the funds from
6 Plaintiff's enforcement actions.

7 142. Plaintiff was injured by Ashot Yegiazaryan, Suren, Artem, Gogokhia,
8 Stephan, Dozortseva, Jouniaux Ratnikov, Thielen, CMB Bank, Prestige, and/or Ryals'
9 overt acts that are acts of racketeering or otherwise unlawful under the RICO statute,
10 which included (among other acts) acts of wire fraud, witness tampering and obstruction
11 of justice committed through the enterprises alleged in Count I.

12 143. As a direct and proximate result of, and by reason of, the activities of Ashot
13 Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov,
14 Thielen, CMB Bank, Prestige, and/or Ryals and their conduct in violation of 18 U.S.C.
15 §1962(d), Plaintiff was injured in his business or property, within the meaning of 18
16 U.S.C. §1964(c). Among other things, Plaintiff suffered damages, i.e., damages for the
17 fraudulent transfers; decreased value of the assets to be levied upon caused by the delay
18 and interference; delay and loss in the use, enjoyment, benefits, profits, revenues,
19 interest and interests and delay and loss of opportunity to execute on and recover against
20 the property fraudulently transferred and/or encumbered resulting from the delay and
21 interference; damage caused by waste, loss, plunder, and devaluation of the assets
22 committed by Mr. Yegiazaryan during the delay and interference; attorney fees and
23 costs resulting from the interference, including attorney fees and costs incurred in
24 setting aside the fraudulent actions; all other damages, injuries, and harms caused by
25 the fraudulent actions and interference. Plaintiff is therefore, entitled to recover
26 threefold the damages he sustained together with the cost of the suit, reasonable
27 attorneys' fees and reasonable experts' fees.

28

PRAYER FOR RELIEF

144. WHEREFORE Plaintiffs demand judgment against Ashot Yegiazaryan, Suren, Artem, Gogokhia, Stephan, Dozortseva, Jouniaux, Ratnikov, Thielen, CMB Bank, Prestige, and Ryals jointly and severally, for the following:

- a. all actual damages suffered as a result of this fraudulent scheme, in an amount no less than \$130 million, which amount grows daily due to the applicable interest;
- b. Costs and attorneys’ fees he has incurred dealing with bogus and trumped up litigations, disputes and claims in numerous legal forums around the world;
- c. treble damages pursuant to 18 U.S.C. §1964(c);
- d. attorney fees and costs pursuant to 18 U.S.C. §1964(c);
- e. pre-and post-judgment interest;
- f. and such other and further relief as this Court may deem just and proper.

Dated: December 10, 2020

BAKER & McKENZIE LLP

By: /s/ Nicholas O. Kennedy

Nicholas O. Kennedy
Attorneys for Plaintiff
VITALY IVANOVICH SMAGIN

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JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff Smagin demands trial by jury in this action of all issues so triable.

Dated: December 10, 2020

BAKER & McKENZIE LLP

By: /s/ Nicholas O. Kennedy
Nicholas O. Kennedy
Attorneys for Plaintiff
VITALY IVANOVICH SMAGIN

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself)
VITALY IVANOVICH SMAGIN

DEFENDANTS (Check box if you are representing yourself)
COMPAGNIE MONEGASQUE DE BANQUE a/k/a CMB BANK; ASHOT YEGIAZARYAN
a/k/a ASHOT EGI AZARYAN, an individual; SUREN YEGIAZARYAN a/k/a SUREN
EGIAZARIAN, an individual; (See Attached List of Named Defendants)

(b) County of Residence of First Listed Plaintiff Russia
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are
representing yourself, provide the same information.
Nicholas O. Kennedy (SBN 280504), nicholas.kennedy@bakermckenzie.com
BAKER & MCKENZIE LLP
1900 North Pearl Street, Ste1500, Dallas, TX 75201
Tel No. (214) 978-3000

Attorneys (Firm Name, Address and Telephone Number) If you are
representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

- 1. U.S. Government Plaintiff
2. U.S. Government Defendant
3. Federal Question (U.S. Government Not a Party)
4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business in this State
Incorporated and Principal Place of Business in Another State
Foreign Nation

IV. ORIGIN (Place an X in one box only.)

- 1. Original Proceeding
2. Removed from State Court
3. Remanded from Appellate Court
4. Reinstated or Reopened
5. Transferred from Another District (Specify)
6. Multidistrict Litigation - Transfer
8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$ 130,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Civil RICO Liability under 18 U.S.C. Sections 1962(c), 1962(d) and 1964(c)

VII. NATURE OF SUIT (Place an X in one box only.)

Table with 6 columns: OTHER STATUTES, CONTRACT, REAL PROPERTY CONT., IMMIGRATION, PRISONER PETITIONS, PROPERTY RIGHTS. Each column contains a list of legal categories and sub-categories with checkboxes.

FOR OFFICE USE ONLY:

Case Number: 2:20-cv-11236

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2.
	B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.

QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.? <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2.
	C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	WESTERN

QUESTION F: Northern Counties?
Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

NO YES

If yes, list case number(s): 2:14-cv-09764 RGK (PLAx); 2:17-CV-06126-R (PLAx); 2:20-CV-02925-TJH-MAA

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/ Nicholas O. Kennedy

DATE: December 10, 2020

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

*VITALY IVANOVICH SMAGIN v. COMPAGNIE MONEGASQUE DE BANQUE
a/k/a CMB BANK, et al.*

Case No. 2:20-cv-11236

ATTACHMENT TO CIVIL COVER SHEET

CONTINUED LIST OF NAMED DEFENDANTS:

ARTEM YEGIAZARYAN a/k/a ARTEM EGIAZARYAN, an individual;
STEPHAN YEGIAZARYAN a/k/a STEPHAN EGIAZARYAN, an individual;
VITALY GOGOKHIA, an individual; NATALIA DOZORTSEVA, an individual;
MURIELLE JOUNIAUX, an individual; ALEXIS GASTON THIELEN, an
individual; RATNIKOV EVGENY NIKOLAEVICH, an individual; H. EDWARD
RYALS, an individual; and PRESTIGE TRUST COMPANY, LTD.