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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
MAY 17 2016  
J. Rinera

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
(RIVERSIDE)

THE PEOPLE OF THE STATE OF  
CALIFORNIA,

Plaintiff,

v.

CASE NO. RIF 1602262  
DECLARATION OF RIVERSIDE  
COUNTY DISTRICT ATTORNEY  
SENIOR INVESTIGATOR  
DOUG DOYLE

ALAN CHARLES KAPANICAS  
(DOB: 07/07/1952),  
WILLIAM KEVIN AYLWARD  
(DOB: 01/13/1963),  
DAVE WILLIAM DILLON  
(DOB: 08/19/1953),  
ERNEST ALOIS EGGER  
(DOB: 12/21/1956),  
DEEPAK MOORJANI  
(DOB: 11/14/1946)

and

JOSEPH SANDY AKLIFI  
(DOB: 10/05/1946),

Defendants

1  
2 The undersigned, Doug Doyle, declares that he is a Senior Investigator with the  
3 Riverside County District Attorney's Office. The following declaration will pertain to a public  
4 integrity matter involving former leaders in the City of Beaumont. Alan Kapanicas was the City  
5 Manager of Beaumont. David Dillon, Ernest Egger, and Deepak Moorjani were principals and  
6 owners of Urban Logic Consultants. During the relevant time, Dillon served as Economic  
7 Development Director of Beaumont, Egger served as Planning Director of Beaumont, and  
8 Moorjani served as City Engineer/Director of Public Works of Beaumont. William Aylward  
9 was the Finance Director and Assistant City Manager of Beaumont. Joseph Aklufi was the City  
10 Attorney of Beaumont. Francis Coe Jr. served as the Chief of Police of Beaumont. The  
11 investigation revealed the following:

12  
13 **Investigation Summary**

14  
15 **CONFLICT OF INTEREST DEFINED**

16  
17 Criminal prosecution under Government Code 1090 requires:

- 18 (1) defendant government official or employee participated in the making of a contract  
19 in their official capacities;  
20 (2) defendant had a cognizable financial interest in the contract;  
21 (3) defendant acted knowingly and willfully.

22 (*Lexin v. Superior Court* (2010) 47 Cal.4th 1050, 1074.)

23 **RELEVANT FACTS**

24  
25 In the early 1990s, due to failing infrastructure and anticipated growth, the City of  
26 Beaumont decided to bring on a number of consultants to run the City. Ernest Egger, David  
27 Dillon, and Deepak Moorjani, owners and principals of Urban Logic Consultants (ULC), were  
28 brought on to manage the planning, engineering and economic development aspects of the City.  
29 ULC principals originally held three different Department Head positions: Planning (Egger),  
30 Public Works (Moorjani), and Economic Development (Dillon). They had both a contract to  
31 serve as department heads for a fixed rate and a contract for ULC to perform all construction  
32 management, design, and inspection work in the City of Beaumont, to be compensated on a  
33 time and materials basis up to 4.5% of the bid price of the project. At that time, the ULC  
34 principals had City of Beaumont business cards and kept offices at City Hall. They had day to  
35 day control of the departments, overseeing staff and reporting directly to the City Manager and  
36 City Council.

1 Alan Kapanicas was hired by the City around the same time as ULC through his  
2 company General Government Management Services (GGMS) to perform the role of City  
3 Manager. GGMS also performed special tax consulting work for the City and was separately  
4 compensated for this work.

5 The ULC principals and Kapanicas were integral in designing and implementing  
6 Beaumont's Community Facilities District (CFD) 93-1. A CFD is a revenue-generating  
7 mechanism that allows money to be raised from selling bonds, to be repaid by a tax on the  
8 individual homeowners (Mello Roos). Beaumont has an extremely unusual CFD program,  
9 unlike any other CFD in California. Instead of the usual CFD that covers a discreet area,  
10 Beaumont's CFD 93-1 encompasses nearly the entire City. CFD 93-1 has an approval for  
11 \$655,000,000 of bonded indebtedness to build out the entirety of Beaumont. As development  
12 came to Beaumont, individual improvement areas would be annexed and bonds would be sold  
13 for each improvement area. In total, Beaumont has 24 separate improvement areas.

14 When a new improvement area bond was contemplated, the ULC principals, Kapanicas,  
15 the city's financial consultant, and bond counsel would work to prepare the new improvement  
16 area bond. ULC is listed as the "Project Engineer," the company responsible for creating the  
17 engineering plans for the facilities and infrastructure contemplated to be built from the CFD, for  
18 each improvement area bond. Dillon testified previously at a civil writ of mandate proceeding  
19 with Western Riverside Council of Governments (WRCOG) that he was responsible for  
20 preparation of the statements in the bond offering documents and would work with the bond  
21 counsel and financial analysts in preparation of the bonds.

22 Once the bond documents were created, the bonds were sold to investors. The funds  
23 created by these bond sales were then placed with the trustee, Union Bank. Because these funds  
24 were held by a trustee and not in the City general fund, City Council did not oversee payments  
25 coming out of the bond accounts. Instead, bond money could be accessed by sending a  
26 requisition to the bond trustee. The bond trustee would pay the requisition, without questioning  
27 the propriety of the use. Kapanicas would send these requisition forms to Union Bank.  
28 Usually, the invoice for payment would be signed by Dillon, Egger, Moorjani, Kapanicas, or  
29 William Aylward (Finance Director) as department heads. ULC was wired money directly from  
30 the bond proceeds. In this way, the ULC principals signed off on payments to their own  
31 company.

32 In May 2012, the City issued the Beaumont Financing Authority 2012 Local Agency  
33 Revenue Bonds, Series C, Improvement Area No. 7B and 7C. ULC is listed as the project  
34 engineer for that bond. According to online records, this bond was sold first on May 24, 2012  
35 and then on multiple dates thereafter. The ULC principals participated in the making of this  
36 bond on behalf of the public entity. A municipal bond, once purchased by an investor, is a

1 contract. (*May v. Board of Directors of El Camino Irr. Dist.* (1949) 34 Cal.2d 125, 128-133;  
2 *State School Bldg. Finance Committee v. Betts* (1963) 216 Cal.App.2d 685, 691; Opn. of  
3 Attorney General No. 12-409 (January 28, 2016).) ULC acted as the project engineer for  
4 Improvement Area No. 7B and 7C bond. At the time the ULC principals participated in the  
5 making of the bond contract, they had a financial interest, as ULC received significant amounts  
6 of money from bond proceeds due to their exclusive contract with the City to perform all  
7 engineering and construction management work in the City. Not only did ULC receive large  
8 sums of money from the bond proceeds, but the principals of ULC were permitted to sign their  
9 own requisition forms from the bond proceeds.

### 10 EMBEZZLEMENT DEFINED

11 The general elements of embezzlement include:

- 12 1. An owner entrusted his or her property to defendant;
- 13 2. The owner did so because he trusted the defendant;
- 14 3. The defendant fraudulently converted or used that property for his own benefit;
- 15 4. And when the defendant converted or used the property, he intended to deprive the  
16 owner of its use.

17 To act fraudulently, the defendant takes undue advantage of another person or causes a loss to  
18 that person by breaching a duty, trust, or confidence. Thus, the crime of embezzlement requires  
19 the existence of a "relation of trust and confidence," similar to a fiduciary relationship, between  
20 the victim and the perpetrator. (*People v. Wooten* (1996) 44 Cal.App.4th 1834, 1845.)

21 Embezzlement by a public employee pursuant to PC 504 requires that the defendant, (1)  
22 is an officer of a city or other municipal corporation or subdivision thereof or a deputy, clerk, or  
23 servant of such an officer; (2) who fraudulently appropriated property in his possession and  
24 control entrusted to him for a use or purpose not in a lawful execution of that trust. (*People v.*  
25 *Redondo* (1993) 19 Cal.App.4th 1428, 1432.)

### 26 RELEVANT FACTS

27 In the early 2000s, the Western Riverside Council of Governments (WRCOG) began the  
28 process of creating the Transportation Uniform Mitigation Fee (TUMF) program, patterned after a  
29 successful program in the Coachella Valley. The program was designed to have a consistent  
30 transportation development fee imposed in every City, a fee that would be pooled with other Cities  
31 and used on large-scale transportation projects that would benefit the region on whole. WRCOG was  
32 the administrator of the program. As such, WRCOG prepared the nexus study establishing the  
33 amount of the fee. A nexus study is legally required to set the amount of a fee because the  
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1 Mitigation Fee Act (AB 1600) requires a nexus between the impact of development and the amount  
2 of any fee levied on developers. Every year the fee would be adjusted pursuant to the updated nexus  
3 study. The original TUMF amount was set at \$6,650 for residential development per equivalent  
4 dwelling unit (EDU), also known as a home, condominium, or other housing unit.

5 Under the program, all TUMF collected in Riverside County would be sent to WRCOG.  
6 Almost half would then be sent to the Riverside County Transportation Commission (RCTC) for  
7 county-wide construction projects. A small portion would be used for WRCOG administrative  
8 expenses and a fee related to ecological conservation. The remaining 48% was sent to the zone from  
9 which the money originated. Beaumont was in the Pass Zone, along with Banning and Calimesa.  
10 Once funds were sent to the zone, a committee made up of representatives from the Cities and  
11 WRCOG would decide which regionally significant projects to fund with the pooled resources.

12 Kapanicas and the ULC principals were against joining TUMF. They recommended to the  
13 City Council that the City not adopt WRCOG's TUMF ordinance. They were extremely concerned  
14 that money collected in Beaumont would not stay in Beaumont. At the time there was political  
15 pressure to join the program. In fact, if a City did not join the program, Measure A (Local Streets  
16 and Roads money) would be denied to that City, potentially millions of dollars over several years.  
17 Ultimately, Beaumont's City Council agreed to adopt the ordinance over staff's objections.  
18 Beaumont City Council voted on March 18, 2003, to adopt WRCOG's TUMF ordinance and it was  
19 enacted as Ordinance No. 839. The program took effect on July 1, 2003.  
20

### 21 **How TUMF Worked in Beaumont**

22 Despite the fact that the City had adopted the WRCOG TUMF ordinance, City staff  
23 unilaterally decided that TUMF collection would be different inside and outside the CFD 93-1 area.  
24 For all development outside of the CFD, which is minimal, TUMF was collected as required and  
25 remitted to WRCOG. Over the life of the program (2003-2009) this totaled approximately \$4  
26 million. However, for all development inside the CFD, the City took the position that it would not  
27 remit TUMF collected to WRCOG. Instead, the City essentially acted as the administrator of its own  
28 TUMF program, collecting TUMF from various sources, holding on to it, and using it within the City  
29 however Kapanicas, Dillon, Egger, and Moorjani wanted.

30 The first source of the fee was the developers themselves. Developers were directly charged  
31 TUMF. Dillon provided bills breaking down the fees for the developers. The fee was identified on  
32 these bills as "non-CFD TUMF" or "fair share fees." Dillon admitted that he used the WRCOG  
33 nexus study to determine the amount of fair share TUMF fee to charge the developers. The second  
34 source of TUMF fees was the CFD 93-1 bond proceeds. Developers were told their TUMF  
35 obligation would be satisfied with bond money from their improvement area bond. Kapanicas would  
36 send a requisition to the bond trustee, Union Bank, requesting that the bond money be sent to the

1 City as TUMF.

2 The fair share fees and the requisitioned bond money were placed in the Fee Mitigation Fund  
3 (City Fund No. 35), created and managed by William Aylward, the Beaumont Finance Director, and  
4 held until it was determined that there was sufficient money to build a transportation facility. The  
5 City would use these pooled funds to build transportation facilities within Beaumont City limits. The  
6 City did not send WRCOG the TUMF money for development in the CFD.

7 Despite the fact that Beaumont was not complying with the program and not sending TUMF  
8 to WRCOG, the City still tried to take advantage of the program and requested that the Pass Zone  
9 build projects in Beaumont, including multiple interchanges. Throughout the life of the program  
10 only small payments of TUMF from outside the CFD were sent to WRCOG. According to  
11 documents prepared by Beaumont, the total amount of fair share fees collected from developers from  
12 2003 to 2008 was \$13,426,563. The total amount of bond proceeds requisitioned for TUMF from  
13 2003 to 2008 was \$23,179,627. Dillon has stated that he recalled \$14 million was collected in fair  
14 share contributions and \$27 million was collected from bond contributions.

15 The TUMF program required Cities to send a remittance form to WRCOG accounting for  
16 TUMF for all new development. These forms were signed by a member of the City under penalty of  
17 perjury. Beaumont's remittance forms changed over time as the City changed its excuse for not  
18 sending TUMF to WRCOG.

19  
20 *The CFD Excuse*

21 The original excuse used by Beaumont was that the CFD exempted the developer from  
22 paying TUMF. Beaumont's CFD encompasses nearly the entire City. The suspects capitalized on  
23 this peculiar situation to obfuscate what they were doing with TUMF funds. In a series of meetings  
24 and letters, Kapanicas, Dillon, and Aklufi represented to WRCOG that TUMF was not being  
25 remitted because the development was inside the CFD and the administrative plan recognized that  
26 TUMF did not have to be collected where there was an existing CFD with "bonded indebtedness."  
27 They made the claim that because the Beaumont CFD 93-1 was authorized for \$655,000,000 of  
28 bonded indebtedness, all areas inside the CFD were exempt from TUMF, despite the fact that *not* all  
29 \$655,000,000 of bonds had actually been issued and sold.

30 At the same time, Beaumont was proposing, in conjunction with a firm hired by the  
31 developers called Urban Crossroads (no relation to ULC) that the City would send \$650 per unit,  
32 instead of the required \$6650 per unit, to WRCOG for development within the CFD. Without ever  
33 having secured formal authorization, Beaumont began sending \$650 per unit to WRCOG and  
34 claiming a CFD exemption for all remaining TUMF. Kapanicas and ULC principals later claimed  
35 that WRCOG made them a "handshake" deal that only \$650 was required to be sent to WRCOG.  
36 WRCOG denies that any such handshake deal was ever secured.

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*The Credit Agreement Excuse*

In 2005 Beaumont abandoned the CFD excuse and adopted a new one. During a meeting held in 2005, Kapanicas announced that the CFD excuse had been in error and the City was actually not collecting TUMF due to credit agreements wherein the developer had agreed to construct the facility as a condition of approval for the project which was another provision within the administrative plan that allowed for non-payment. On June 9, 2005, Kapanicas signed a Memorandum of Understanding (MOU) promising to use standard WRCOG credit agreements with developers for the construction of TUMF facilities in exchange for TUMF credit.

Despite signing the MOU promising to use the standard credit agreement, Beaumont substantially rewrote the credit agreements and sent them to WRCOG for approval. In December 2005, WRCOG's counsel informed Beaumont that it was unacceptable to rewrite the agreements and the program had to be followed pursuant to the rules. WRCOG told Beaumont to use the standard credit agreements and to remit all collected TUMF to WRCOG.

Around the same time, WRCOG discovered that Beaumont was sending only \$650 per EDU in TUMF, falsely claiming that a deal had been reached. Once WRCOG realized that Beaumont was sending minimal amounts of the TUMF collected based on a false agreement and ordered the City to comply with the program, Beaumont dropped that excuse as well and stopped the \$650 per EDU payments. After early 2006, Beaumont focused exclusively on the credit agreement excuse to avoid paying TUMF to WRCOG. In email discussions in April 2006, Beaumont represented to WRCOG that the City was not collecting TUMF from the developers and developers had credit agreements that exempted them from TUMF payments. WRCOG, again clearly directed Beaumont to follow the rules as outlined in the ordinance and administrative plan.

Once Beaumont had switched its excuse for the non-payment of TUMF to credit agreements, the City had to actually acquire such agreements from the developers. To achieve this end, the City hired an employee to work almost exclusively on getting developers to sign credit agreements with the City for construction of TUMF facilities. When this employee first began the project, the employee assumed that there was an MOU between Beaumont and WRCOG allowing Beaumont to run its own program outside of the outlined rules. When the employee discovered this was not the case, the employee became concerned that Beaumont was acting illegally by collecting and holding onto TUMF. This concern was expressed to Kapanicas, Dillon, Egger, Aklufi, and Moorjani, in an e-mail stating that there was no legal mandate for their actions. Following this e-mail, the employee has reported that he "stepped in shit." The employee was told that it was not his concern how fees were levied and remitted and he was not allowed to participate in the remittance form process any longer.

1 After being chastised for expressing his concern about the legality of Beaumont's actions,  
2 this employee went about his job of acquiring the credit agreements from developers as he was  
3 directed. This was no easy task because the developers were being asked to sign a false agreement.  
4 In many cases, the facility was already constructed by the City and yet the developer was being  
5 asked to sign an agreement promising to build that already-built facility. Other times, the developer  
6 had no intention of building the facility but had been promised the City was going to build it instead.  
7 Thus, many, if not most, of the developers balked at the notion of signing the false agreements.

8 Dillon's response to the developers' hesitation to sign the false agreements was two-fold.  
9 First, he instructed the ULC employee to offer the developers a "comfort letter." Various types of  
10 comfort letters were sent to developers depending on the developer's particular issue with the false  
11 agreement. The ULC employee drafted these comfort letters and had Aklufi review them prior to  
12 presenting them to the developers. On one occasion, a developer insisted that the comfort letter be  
13 signed by the City Manager, so Kapanicas was tasked with signing that comfort letter.

14 Dillon's second approach was to strong-arm the developers into signing the false agreements.  
15 They were sent letters threatening that if they did not sign, the TUMF they had already paid would  
16 be sent to WRCOG for use outside the City of Beaumont, thus making their development less  
17 attractive to buyers. Most significantly, Dillon instructed Kapanicas, Moorjani, Egger, and other  
18 City staff to leverage their power over the developers, e-mailing them "I see no reason why any  
19 department should be signing off on anything further with their projects until they comply."  
20

#### 21 *The B-TUMF Excuse*

22 In addition to acquiring the false credit agreements, ULC built a parallel model to TUMF  
23 called the "B-TUMF" model for TUMF credits granted to developers. The model quantified the  
24 amount of TUMF that should have been collected, the amount of bond proceeds collected as TUMF,  
25 and the amount of TUMF fees collected directly from developers. The model then assigned credit to  
26 the developers for facilities built by the City using the pooling of funds from Fund 35 including bond  
27 proceeds and "fair share" TUMF fees. The credit assigned to the developers was admittedly  
28 arbitrary, that is it was not tied in any fashion to the developer's project. Instead, developers were  
29 assigned credit for pieces of facilities built by the City from Fund 35 in the exact amount of their  
30 theoretical TUMF obligation. E-mails between a ULC employee and Dillon confirm that the model  
31 was intended to ensure that the TUMF obligation would zero out and the developer would owe  
32 nothing to WRCOG. When WRCOG discovered what Beaumont was doing pursuant to the B-  
33 TUMF model, they instructed Beaumont that the City was not in compliance with the TUMF  
34 ordinance and the B-TUMF model was unacceptable.  
35  
36

1           *The Development Agreement Excuse*

2           After B-TUMF was rejected, Beaumont switched yet again in its excuse and claimed that  
3 TUMF was not remitted because pre-existing development agreements with the developers  
4 prevented the collection of any fees. At a meeting between WRCOG staff, Kapanicas and Aklufi,  
5 Aklufi told Rick Bishop (WRCOG Executive Director) they had come up with a new excuse and if  
6 WRCOG did not buy into that excuse, they would come up with another one. Beaumont then  
7 claimed that they had approximately 12 development agreements that exempted development from  
8 TUMF. Beaumont began writing on the remittance form "development agreement exempt." This  
9 excuse was not viable because if the developer was exempt from TUMF, then Beaumont never had  
10 the right to collect TUMF from those developers. That would mean the TUMF collected from the  
11 developers and put in Fund 35 was unauthorized. Eventually, the City simply stopped sending any  
12 remittance forms to WRCOG at all.

13  
14           *The End of TUMF in Beaumont*

15           Sometime in 2008, WRCOG's new nexus study was released, lowering the fee from \$10,046  
16 per EDU for residential development to around \$8,000 per EDU. Although the nexus study called  
17 for the lower fee, Beaumont continued to charge \$10,046. A developer contacted Dillon to complain  
18 and request a justification for the disparity in the fee requirements. Dillon told the developer they  
19 needed the money for the roads. The developer asked for a nexus study supporting the higher fee.  
20 Dillon was never able to produce one.

21           When Dillon would not respond to the developer's complaint and reduce the fees, the  
22 developer went to WRCOG to complain. WRCOG used this as evidence in confronting Beaumont.  
23 WRCOG and Beaumont attempted to reach a settlement agreement over the unpaid TUMF, but  
24 could not. In August 2008, they entered into a civil tolling agreement and then in 2009 Beaumont  
25 was officially removed from the TUMF program for non-compliance. In 2010, WRCOG brought a  
26 writ of mandate suit against Beaumont seeking the unpaid TUMF. In 2014, the judge ruled in favor  
27 of WRCOG, finding "the evidence and testimony reveals that City management and staff engaged in  
28 a pattern and practice of deception that transcends the typical give and take of dispute negotiation.  
29 Had this been a typical civil trial containing allegations of fraud, I would have found fraud by clear  
30 and convincing evidence against the City."

31  
32           **How TUMF Benefited the Suspects Financially**

33           Had the TUMF been sent to WRCOG, the money would not have been under the control of  
34 Kapanicas, Aylward, and the ULC principals. By keeping TUMF within the City's control, it was  
35 used exclusively on construction within the City of Beaumont. Due to pre-existing contracts with the  
36 City, construction in Beaumont directly financially benefited Kapanicas, Aylward, and the ULC

1 principals. The ULC principals had a contract since the early 1990s that provided they would  
2 perform engineering and construction management for all City construction and be compensated  
3 time and materials up to 4.5% of the bid price. Additionally, although this contract provided for a  
4 cap on ULC's fees, ULC also performed the work of Planning, Engineering, and Economic  
5 Development Department heads during the entire time that Beaumont was a member of TUMF.  
6 Thus ULC was in charge of signing off on ULC's own bills. These bills did not always identify the  
7 project related to the billing, preventing anyone from ensuring the cap of 4.5% of the bid price was  
8 honored. There was no one in Beaumont ensuring that ULC's bills were of a proper amount or that  
9 the work had been performed. By keeping the TUMF in Beaumont, ULC was able to ensure that  
10 they received the money, with no oversight or accountability.

11 The TUMF collected from developers and bonds was placed in Fund 35. A copy of the Fund  
12 35 accounting detail reveals that multiple payments to ULC were made from these fees. Thus, the  
13 ULC principals paid themselves with WRCOG's TUMF.

14 Kapanicas and Aylward also personally financially benefited from the City's act of keeping  
15 WRCOG's TUMF. Both individuals had companies that performed work for the CFDs.  
16 Kapanicas's company GGMS did the special tax work and was paid directly from bond proceeds.  
17 Aylward performed additional accounting services and was also paid from the bond proceeds. Thus,  
18 both Kapanicas and Aylward increased payments to themselves by having the CFDs be used to fund  
19 TUMF facilities.

20 This end-run on the WRCOG TUMF program also gave Beaumont an unfair advantage in the  
21 County when it came to development. In every other City the developer had to pay the entirety of  
22 TUMF fees. In Beaumont, the developers were not charged the entirety of the fees. Instead, the  
23 CFD paid their fees for them. This attracted development to Beaumont because the cost of doing  
24 business was far less. Ultimately, much of the developer's impact fees were passed on to the tax  
25 payer by way of the Mello Roos tax on the homes.

26 Kapanicas, Dillon, Egger, Moorjani, Aylward, and Aklufi were City officials who were  
27 entrusted with TUMF funds collected from developers. Instead of providing those funds to WRCOG  
28 for distribution regionally as was required by the ordinance adopted by the City of Beaumont, they  
29 kept the funds within the City for use however they determined, including projects that resulted in  
30 direct payments to themselves and their companies.

### 31 32 **MISAPPROPRIATION OF PUBLIC FUNDS DEFINED**

33  
34 Penal Code section 424 provides, "Each officer of this state, or of any county, city, town, or  
35 district of this state, and every other person charged with the receipt, safekeeping, transfer, or  
36 disbursement of public moneys, who either:

- 1 1. Without authority of law, appropriates the same, or any portion thereof, to his or her own  
2 use, or to the use of another; or,
- 3 2. Loans the same or any portion thereof; makes any profit out of, or uses the same for any  
4 purpose not authorized by law; or,
- 5 3. Knowingly keeps any false account, or makes any false entry or erasure in any account of  
6 or relating to the same . . . .

7 Public money includes, "the proceeds derived from the sale of bonds or other evidence of  
8 indebtedness authorized by the legislative body of any city, county, district, or public agency." Penal  
9 Code section 424 does not apply to incidental or minimal use of public resources.

10  
11 **MISUSE OF A RESALE PERMIT DEFINED**

12  
13 Revenue and Taxation Code section 6094.5 provides, "Any person, including any officer or  
14 employee of a corporation, who gives a resale certificate for property which he or she knows at the  
15 time of purchase is not to be resold by him or her or the corporation in the regular course of business  
16 for the purpose of evading payment to the seller of the amount of the tax applicable to the transaction  
17 is guilty of a misdemeanor punishable as provided in Section 7153."

18  
19 **RELEVANT FACTS / EMPLOYEE LOANS**

20  
21 In May of 2010, the Chief of Police, Francis Coe Jr. was given a \$20,000 interest free loan of  
22 City money. Chief Coe approached Aylward, the City Finance Director, and told him that he needed  
23 a loan but did not want to cash out his sick/vacation time as was allowed to City employees because  
24 he did not want to pay taxes on the money received. Aylward came up with a plan allowing Coe to  
25 have a loan backed by sick time as collateral. He took the idea to Kapanicas and Kapanicas agreed.  
26 Aylward has admitted that they did not seek City Council's approval for the loan. A review of the  
27 minutes from City Council reveals no reference to the establishment of a loan program or  
28 authorization of a loan to Chief Coe.

29 The "sick loan" was allegedly backed by sick/vacation time. No interest was charged and the  
30 money was paid back with monthly payroll deductions. When the money was given, the sick time  
31 was taken away. As the money was paid back, the sick time was put back on the employee's  
32 records.

33 The City does not have records of anyone receiving one of these loans prior to Chief Coe.  
34 Chief Coe's 2010 loan documents are signed by himself and Aylward. Chief Coe took a second loan  
35 of \$25,000 on November 16, 2012. The loan documents from 2012 were signed by Chief Coe,  
36 Kapanicas, and Aylward.

1 Other than Chief Coe, nine other individuals received "sick loans," between January 2011  
2 and August 2013. According to Aylward, any City employee who had enough vested time could  
3 take advantage of the program. However, all of the nine individuals that received interest free loans  
4 were sworn peace officers. The loans ranged from \$1,500 to \$25,000. Chief Coe's \$25,000 loan  
5 was the largest amount. The total amount of loans given out between the years 2010 through 2013  
6 was \$113,773. All employee sick loans have been repaid.

7  
8 **RELEVANT FACTS / BEAUMONT ELECTRIC**

9  
10 Sometime in 2009, Kapanicas and Aylward began to lend City funds to Beaumont Electric, a  
11 private business located in the City of Beaumont. Kapanicas approached the owners of Beaumont  
12 Electric, Jim and Stacy Love, and told them that the City of Beaumont had acquired a resale permit  
13 in the name of the Beaumont Finance Authority (BFA). The City was intending to make all City  
14 purchases in the name of the BFA with the resale permit. The items would then be "resold" to the  
15 City. This plan was designed to redirect the point of sale for these purchases, and thus 1% of sales  
16 tax, to Beaumont. In an effort to capture more sales tax revenue than could be achieved with just  
17 City purchases, Kapanicas asked the Loves to make all of Beaumont Electric's purchases for large  
18 electrical equipment with the BFA's resale permit, promising that the City's general fund would pay  
19 Beaumont Electric's vendors. Kapanicas told the Loves to make all purchases with the resale permit,  
20 regardless of whether the job was with the City or even located within the City of Beaumont.

21 The Loves agreed and discussed the terms of the agreement with Aylward. Aylward did not  
22 charge any interest for the use of the City's money and did not require the Loves to sign any contract.  
23 Aylward did not require that Beaumont Electric repay the City's money within any fixed period of  
24 time and agreed it was acceptable for the company to repay the City whenever the company received  
25 payment for a job.

26 After the agreement was reached, Beaumont Electric would purchase items from electrical  
27 supply companies using the BFA resale permit. Because Beaumont Electric was using a resale  
28 permit, no sales tax was charged. Although the purchase was made with the BFA resale permit and  
29 technically in the name of the BFA, neither the BFA nor the City ever received either the bill or the  
30 equipment. The invoice for payment was sent to Beaumont Electric and the City did not require a  
31 copy. The equipment was shipped to Beaumont Electric. Stacy Love would prepare a spreadsheet  
32 listing the various purchases from the different vendors and directing the City how much to pay.  
33 City employees within the finance department would pay the vendors based entirely off the  
34 spreadsheet provided by Beaumont Electric. After Beaumont Electric had been paid for its work by  
35 its clients, the company would pay the City back. This could take months and Beaumont Electric  
36 would carry large balances. Beaumont Electric would add in sales tax and the ultimate repayment by

1 Beaumont Electric included the required taxes. Those "sales" then occurred in the City of Beaumont  
2 and the City of Beaumont received 1% of that sales tax for being the point of sale. In this way,  
3 Kapanicas and Aylward were able to inflate sales tax within Beaumont by creating the fiction that  
4 the BFA was a reseller of goods to Beaumont Electric.

5 Although City Council was regularly briefed on sales tax revenue, the Council was not  
6 informed that the City was purchasing all of Beaumont Electric's electrical equipment with City  
7 funds. There is no record of the City Council being advised of this use of the BFA or voting on this  
8 use of City funds. The BFA regularly issues resolutions. None of those resolutions mentioned  
9 acquiring or using a resale permit or acting as a vendor for the purchasing of goods. Aylward  
10 admitted that there was no formal policy for this use of City money to purchase equipment on behalf  
11 of Beaumont Electric and the program was never taken to City Council for approval.

12 Furthermore, although Aylward acquired a resale permit for the BFA, the BFA was not  
13 actually a vendor or reseller of goods. Rather, the BFA was the entity established to issue the CFD  
14 improvement area bonds. In fact, the BFA never even had a bank account.

15 According to audits conducted by the new administration at the City, the total amount paid to  
16 Beaumont Electric's vendors was \$6,247,458.86, broken down as follows:

17		
18	King Luminaire	\$200,744.80
19	Graybar	\$866,220.67
20	Mission Electric Supply	\$222,508.22
21	South Coast Lighting & Design	\$205,046.68
22	Stresscrete	\$155,158.25
23	Walters	\$4,597,780.24
24		

25 The purchases on behalf of Beaumont Electric were not legitimate resales. Beaumont Electric  
26 ordered the property itself and the property was sent directly to Beaumont Electric. The City  
27 general fund money was used to make these purchases and then Beaumont Electric was allowed  
28 to take its time paying the City back without any interest. This was without authority of law as  
29 City Council was never made aware of this relationship with Beaumont Electric or the  
30 purchases being made on the company's behalf with City money.  
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5 **Investigation of Assets**

6 An asset search was conducted on each suspect. Through this investigation each  
7 suspects' real property and bank accounts were discovered.  
8

9 **Alan Charles Kapanicas**

10 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
11 tasked to provide a current value for the property located at 78620 Sunrise Mountain View,  
12 Palm Desert, CA 92211. That property was transferred to the suspect via document #2014-  
13 0137866. She obtained the current value of the property by using 2 different sources. First she  
14 used the Multiple Listing Service (MLS). The MLS is an online tool which lists all of the  
15 Active, Sold and Pending realtor sales in the State of California. Next she used a database  
16 called "Data Tree" from First American Title Company. Data tree is a product that provides  
17 information about all areas of a property, such as chain of title, property information, tax  
18 information, copies of documents and other facts. Datatree has a search available with  
19 Comparable Market values which Parker used for her analysis. Parker is a current Real Estate  
20 Broker, #01454118. She analyzed each of these properties using these tools. The current  
21 average value on the above noted property from her analysis is \$450,000.

22 A search warrant was conducted during the course of this investigation and it was  
23 discovered that Kapanicas has the following bank accounts:  
24

25 **Wells Fargo Bank:**

- 26 1. 6625894700
- 27 2. 1623500400- Savings
- 28 3. 1532230453- Business Savings
- 29 4. 905217204- PMA
- 30 5. 65115031011998- Line of Credit
- 31 6. 3000108144535- Savings
- 32 7. 1010175635247- Checking
- 33 8. 3495116562- Business Checking
- 34 9. 6171548271
- 35 10. 2306209517
- 36 11. 2306209541
12. 2306209566
13. 2306209954

1 **William Kevin Aylward**

2 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
3 tasked to provide a current value for the property located at 8976 Oak Creek Road, Cherry  
4 Valley, CA 92223. That property was transferred to the suspect via document #2014-0137866.  
5 She obtained the current value of the property by using 2 different sources. First she used the  
6 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
7 and Pending realtor sales in the State of California. Next she used a database called "Data  
8 Tree" from First American Title Company. Data tree is a product that provides information  
9 about all areas of a property, such as chain of title, property information, tax information, copies  
10 of documents and other facts. Datatree has a search available with Comparable Market values  
11 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
12 analyzed each of these properties using these tools.

13 The second analysis she completed was to estimate the current mortgage amount due on  
14 the loan on that property. She obtained the most current Deed of Trust (Document # 201-  
15 141829) from the Riverside County Recorder Online Website information. That website  
16 provides a database of all recorded documents in Riverside County. She also used the  
17 information provided on the Data Tree website. She reviewed the Deed of trust to find the loan  
18 amount if any, the term of the loan and when the loan started. From this note, she learned that  
19 the loan amount was \$417,000.00. From this information she subtracted any outstanding loans  
20 from the Value she obtained on the property to arrive at the current equity. The current average  
21 value on the above noted property from her analysis is \$113,000.  
22

23 **David William Dillon**

24 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
25 tasked to provide a current value for the property located at 45862 Hopactong Street, Temecula,  
26 CA 92592. That property was transferred to the suspect via document #1995-370003. She  
27 obtained the current value of the property by using 2 different sources. First she used the  
28 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
29 and Pending realtor sales in the State of California. Next she used a database called "Data  
30 Tree" from First American Title Company. Data tree is a product that provides information  
31 about all areas of a property, such as chain of title, property information, tax information, copies  
32 of documents and other facts. Datatree has a search available with Comparable Market values  
33 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
34 analyzed each of these properties using these tools. The current average value on the above  
35 noted property from her analysis is \$394,750.

36 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was

1 tasked to provide a current value for the property located at 2345 Manchester Ave., Cardiff by  
2 the Sea, CA 92007. That property was transferred to the suspect via document #2010-0145055.  
3 She obtained the current value of the property by using 2 different sources. First she used the  
4 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
5 and Pending realtor sales in the State of California. Next she used a database called "Data  
6 Tree" from First American Title Company. Data tree is a product that provides information  
7 about all areas of a property, such as chain of title, property information, tax information, copies  
8 of documents and other facts. Datatree has a search available with Comparable Market values  
9 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
10 analyzed each of these properties using these tools. The current average value on the above  
11 noted property from her analysis is \$1,025,000.00

12 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
13 tasked to provide a current value for the property located at 45513 Tournament Lane, Temecula,  
14 CA 92592. That property was transferred to the suspect via document #1985-219857. She  
15 obtained the current value of the property by using 2 different sources. First she used the  
16 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
17 and Pending realtor sales in the State of California. Next she used a database called "Data  
18 Tree" from First American Title Company. Data tree is a product that provides information  
19 about all areas of a property, such as chain of title, property information, tax information, copies  
20 of documents and other facts. Datatree has a search available with Comparable Market values  
21 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
22 analyzed each of these properties using these tools.

23 The second analysis she completed was to estimate the current mortgage amount due on  
24 the loan on that property. She obtained the most current Deed of Trust (Document # 2013-  
25 0076655) from the Riverside County Recorder Online Website information. That website  
26 provides a database of all recorded documents in Riverside County. She also used the  
27 information provided on the Data Tree website. She reviewed the Deed of trust to find the loan  
28 amount if any, the term of the loan and when the loan started. From this note, she learned that  
29 the loan amount was \$169,431. From this information she subtracted any outstanding loans  
30 from the Value she obtained on the property to arrive at the current equity. The current average  
31 value on the above noted property from her analysis is \$185,569.00.

32  
33 A search warrant was conducted during the course of this investigation and it was  
34 discovered that Dillon has the following accounts:  
35  
36

1 Union Bank Accounts

2 41443565- Savings  
3 12882031- Checking  
4 9911080209- UBIS Portfolio  
5 2421183282- Checking  
6 2421012408- Checking

7

8 Fidelity Investments Accounts

9 Y97-005013  
10 PC1-080764  
11 Y01-193801  
12 Annuity Contract #232706140  
13 2BZ747360- IRA (as of 12-2013- \$275,517.42)  
14 2BZ747408- IRA (as of 12-2013- \$255,935.19)  
15 217-489642 (as of 12-2013- \$362,957.21)

16

17 WedBush Account

18 2810-3461

19

20 Ernest Alois Egger

21 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
22 tasked to provide a current value for the property located at 13501 Point Cabrillo Drive,  
23 Mendocino, CA 95460. That property was transferred to the suspect via document #2015-  
24 16115. She obtained the current value of the property by using 2 different sources. First she  
25 used the Multiple Listing Service (MLS). The MLS is an online tool which lists all of the  
26 Active, Sold and Pending realtor sales in the State of California. Next she used a database  
27 called "Data Tree" from First American Title Company. Data tree is a product that provides  
28 information about all areas of a property, such as chain of title, property information, tax  
29 information, copies of documents and other facts. Datatree has a search available with  
30 Comparable Market values which Parker used for her analysis. Parker is a current Real Estate  
31 Broker, #01454118. She analyzed each of these properties using these tools. The current  
32 average value on the above noted property from her analysis is \$475,000.

33 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
34 tasked to provide a current value for the property located at 45250 Mar Vista Drive, Mendocino,  
35 CA, 95460. That property was transferred to the suspect via document #2004-22271. She  
36 obtained the current value of the property by using 2 different sources. First she used the

1 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
2 and Pending realtor sales in the State of California. Next she used a database called "Data  
3 Tree" from First American Title Company. Data tree is a product that provides information  
4 about all areas of a property, such as chain of title, property information, tax information, copies  
5 of documents and other facts. Datatree has a search available with Comparable Market values  
6 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
7 analyzed each of these properties using these tools. The current average value on the above  
8 noted property from her analysis is \$1,013,750.00

9 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
10 tasked to provide a current value for the property located at 10550 Lansing Street, Mendocino,  
11 CA 95460. That property was transferred to the suspect via document #2014-13615. She  
12 obtained the current value of the property by using 2 different sources. First she used the  
13 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
14 and Pending realtor sales in the State of California. Next she used a database called "Data  
15 Tree" from First American Title Company. Data tree is a product that provides information  
16 about all areas of a property, such as chain of title, property information, tax information, copies  
17 of documents and other facts. Datatree has a search available with Comparable Market values  
18 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
19 analyzed each of these properties using these tools.

20 The second analysis she completed was to estimate the current mortgage amount due on  
21 the loan on that property. She obtained the most current Deed of Trust (Document # 2014-  
22 13616) from the Riverside County Recorder Online Website information. That website provides  
23 a database of all recorded documents in Riverside County. She also used the information  
24 provided on the Data Tree website. She reviewed the Deed of trust to find the loan amount if  
25 any, the term of the loan and when the loan started. From this note, she learned that the loan  
26 amount was \$693,750.00. From this information she subtracted any outstanding loans from the  
27 Value she obtained on the property to arrive at the current equity. The current average value on  
28 the above noted property from her analysis is \$306,250.00.

29 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
30 tasked to provide a current value for the property located at 1072 Sundown Tr., South Lake  
31 Tahoe, CA, 96150. That property was transferred to the suspect via document #2011-40288.  
32 She obtained the current value of the property by using 2 different sources. First she used the  
33 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
34 and Pending realtor sales in the State of California. Next she used a database called "Data  
35 Tree" from First American Title Company. Data tree is a product that provides information  
36 about all areas of a property, such as chain of title, property information, tax information, copies

1 of documents and other facts. Datatree has a search available with Comparable Market values  
2 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
3 analyzed each of these properties using these tools. The current average value on the above  
4 noted property from her analysis is \$505,000.00

5  
6 A search warrant was conducted during the course of this investigation and it was  
7 discovered that Egger has the following accounts:

8  
9 Union Bank Accounts:

10 2421017761- Checking

11  
12 Wells Fargo Bank Accounts

13 9087396943

14 9080045412

15 6403543736- Savings

16 3376294033- Business Checking

17 6403543728- PMA Checking

18 4147183090573429- Credit Card

19  
20 Raiffeisenbank Fulenbach Switzerland Account

21 CH7780914000005035672

22  
23 Deepak Moorjani

24 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
25 tasked to provide a current value for the property located 5194 Los Altos Dr., Yorba Linda, CA  
26 92886. That property was transferred to the suspect via document #2002-343393. She obtained  
27 the current value of the property by using 2 different sources. First she used the Multiple  
28 Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold and  
29 Pending realtor sales in the State of California. Next she used a database called "Data Tree"  
30 from First American Title Company. Data tree is a product that provides information about all  
31 areas of a property, such as chain of title, property information, tax information, copies of  
32 documents and other facts. Datatree has a search available with Comparable Market values  
33 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
34 analyzed each of these properties using these tools.

35 The second analysis she completed was to estimate the current mortgage amount due on  
36 the loan on that property. She obtained the most current Deed of Trust (Document # 2014-

1 142517) from the Riverside County Recorder Online Website information. That website  
2 provides a database of all recorded documents in Riverside County. She also used the  
3 information provided on the Data Tree website. She reviewed the Deed of trust to find the loan  
4 amount if any, the term of the loan and when the loan started. From this note, she learned that  
5 the loan amount was \$500,000.00. From this information she subtracted any outstanding loans  
6 from the Value she obtained on the property to arrive at the current equity. The current average  
7 value on the above noted property from her analysis is \$25,000.00.

8 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
9 tasked to provide a current value for the property located at 23 Saintsbury, Irvine, CA, 92602.  
10 That property was transferred to the suspect via document #2014-258658. She obtained the  
11 current value of the property by using 2 different sources. First she used the Multiple Listing  
12 Service (MLS). The MLS is an online tool which lists all of the Active, Sold and Pending  
13 realtor sales in the State of California. Next she used a database called "Data Tree" from First  
14 American Title Company. Data tree is a product that provides information about all areas of a  
15 property, such as chain of title, property information, tax information, copies of documents and  
16 other facts. Datatree has a search available with Comparable Market values which Parker used  
17 for her analysis. Parker is a current Real Estate Broker, #01454118. She analyzed each of these  
18 properties using these tools. The current average value on the above noted property from her  
19 analysis is \$998,833.00.

20 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
21 tasked to provide a current value for the property located at 8010 East Oak Ridge Circle,  
22 Anaheim, CA 92808. That property was transferred to the suspect via document #2004-  
23 1050287. She obtained the current value of the property by using 2 different sources. First she  
24 used the Multiple Listing Service (MLS). The MLS is an online tool which lists all of the  
25 Active, Sold and Pending realtor sales in the State of California. Next she used a database  
26 called "Data Tree" from First American Title Company. Data tree is a product that provides  
27 information about all areas of a property, such as chain of title, property information, tax  
28 information, copies of documents and other facts. Datatree has a search available with  
29 Comparable Market values which Parker used for her analysis. Parker is a current Real Estate  
30 Broker, #01454118. She analyzed each of these properties using these tools. The current  
31 average value on the above noted property from her analysis is \$430,000.00.

32 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
33 tasked to provide a current value for the property located at 1174 Blackbrush, Beaumont, CA  
34 92223. That property was transferred to the suspect via document #2006-112314. She obtained  
35 the current value of the property by using 2 different sources. First she used the Multiple  
36 Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold and

1 Pending realtor sales in the State of California. Next she used a database called "Data Tree"  
2 from First American Title Company. Data tree is a product that provides information about all  
3 areas of a property, such as chain of title, property information, tax information, copies of  
4 documents and other facts. Datatree has a search available with Comparable Market values  
5 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
6 analyzed each of these properties using these tools.

7 The second analysis she completed was to estimate the current mortgage amount due on  
8 the loan on that property. She obtained the most current Deed of Trust (Document # 2006-  
9 112315) from the Riverside County Recorder Online Website information. That website  
10 provides a database of all recorded documents in Riverside County. She also used the  
11 information provided on the Data Tree website. She reviewed the Deed of trust to find the loan  
12 amount if any, the term of the loan and when the loan started. From this note, she learned that  
13 the loan amount was \$192,000.00. From this information she subtracted any outstanding loans  
14 from the Value she obtained on the property to arrive at the current equity. The current average  
15 value on the above noted property from her analysis is \$25,450.00.

16  
17 A search warrant was conducted during the course of this investigation and it was  
18 discovered that Moorjani has the following accounts:

19  
20 Bank of America Accounts

21 10199603819295- Investment CD

22 21554-03345- Investment CD

23 0021 5556 6721- Checking

24 70002155503613- Fixed Term CD

25 70002155703612- Fixed Term CD

26  
27 Chase Bank Accounts

28 0942209059- Checking

29 2903598530- Savings

30 3188023308- Money Market

31 9412029504- Prom. Cert.

32 100073380938- Cert. of Deposit

33 100072952280- Cert. of Deposit

34 100072952281- Cert. of Deposit

35

36

- 1 Citibank Accounts
- 2 40050978580- Savings
- 3 40015857960- IMMA
- 4 40012974776- Checking
- 5
- 6 Union Bank Accounts
- 7 5759004459
- 8 77090000868- Personal (Trust)
- 9 7709001262- Personal (Trust)
- 10 5751043703- Money Market
- 11 0041262957- Money Market
- 12 5750012312- Checking
- 13
- 14 Wells Fargo Bank Accounts
- 15 7612123216- Line of Credit
- 16 4147181090383799- Credit Card
- 17 10102658000018
- 18 9987070142- Savings
- 19 726211253- PMA
- 20 2807844044- PMA
- 21
- 22 ICICI Bank Accounts
- 23 005701076491
- 24 005710075438
- 25 005701076988
- 26 005710075458
- 27
- 28 Yes Bank Accounts
- 29 024791000000407
- 30 024790900000302
- 31
- 32 TD Canada Trust Accounts
- 33 6487481
- 34
- 35
- 36

1 **Joseph Sandy Aklufi**

2 Cheryl Parker, a Real Estate Fraud Examiner from the Riverside DA's office, was  
3 tasked to provide a current value for the property located at 6723 Canyon Hill Drive, Riverside,  
4 CA 92506. That property was transferred to the suspect via document #1990-164390. She  
5 obtained the current value of the property by using 2 different sources. First she used the  
6 Multiple Listing Service (MLS). The MLS is an online tool which lists all of the Active, Sold  
7 and Pending realtor sales in the State of California. Next she used a database called "Data  
8 Tree" from First American Title Company. Data tree is a product that provides information  
9 about all areas of a property, such as chain of title, property information, tax information, copies  
10 of documents and other facts. Datatree has a search available with Comparable Market values  
11 which Parker used for her analysis. Parker is a current Real Estate Broker, #01454118. She  
12 analyzed each of these properties using these tools.

13 The second analysis she completed was to estimate the current mortgage amount due on  
14 the loan on that property. She obtained the most current Deed of Trust (Document # 2012-  
15 0350227) from the Riverside County Recorder Online Website information. That website  
16 provides a database of all recorded documents in Riverside County. She also used the  
17 information provided on the Data Tree website. She reviewed the Deed of trust to find the loan  
18 amount if any, the term of the loan and when the loan started. From this note, she learned that  
19 the loan amount was \$514,275.00. From this information she subtracted any outstanding loans  
20 from the Value she obtained on the property to arrive at the current equity. The current average  
21 value on the above noted property from her analysis is \$216,475.00.

22  
23 **Conclusion**

24  
25 The total loss in this case is forty-two million nine hundred sixty-seven four hundred  
26 twenty-one dollars and ninety cents (\$42,967,421.90). Pursuant to Penal Code §186.11 fines of  
27 up to eighty-five million nine hundred thirty-four eight hundred and forty-three dollars and  
28 eighty cents, (\$85,934,843.80), may be imposed in addition to restitution. This amount exceeds  
29 the total value of the assets subject to the Temporary Restraining Order sought in this matter.

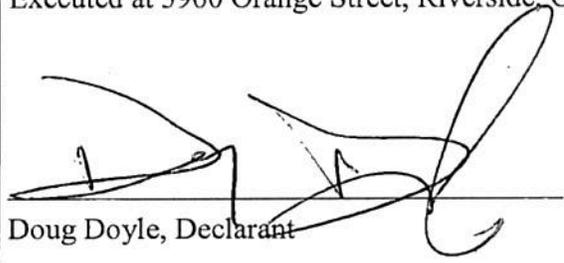
30 Based on the information contained in this declaration, I believe the following assets set  
31 forth in "Attachment A" are in the possession or control of defendant Alan Charles Kapanicas,  
32 William Kevin Aylward, David William Dillon, Ernest Alois Egger, Deepak Moorjani, and  
33 Joseph Sandy Aklufi and request that they be subject to a Temporary Restraining Order.  
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It is my belief that suspects involved in white collar crime are likely to transfer, remove or spend assets and property if they become aware of a criminal filing against them. For this reason, I believe that good cause exists to issue this Temporary Restraining Order without notice.

I declare under penalty of perjury that the foregoing is true.

Executed at 3960 Orange Street, Riverside, CA on this 16th day of May, 2016.



Doug Doyle, Declarant

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ATTACHMENT "A"

ASSET LIST

All property of, and all accounts held in the name of, or in control of, the Defendants: ALAN CHARLES KAPANICAS (DOB:07/07/1952), DAVID WILLIAM DILLON (DOB:08/19/1953), ERNEST ALOIS EGGER (DOB:12/21/1956), WILLIAM KEVIN AYLWARD (DOB:01/13/1963), DEEPAK MOORJANI (DOB:11/14/1946), and JOSEPH SANDY AKLUFU (DOB:10/05/1947), in which any of these individuals have an interest, with any of the following banks/financial institutions, to include any subsidiary or financial institution associated with said bank/financial institution, regardless of branch or location; including but not limited to the following:

ALAN KAPANICAS

REAL PROPERTY:

1. Real Property located in Riverside County, at 78620 Sunrise Mountain View, Palm Desert, CA. 92211, APN752-22-017-2: and legally described as:

Lot 53 of Tract No. 28799, in the County of Riverside, State of California, as shown on file in Book 273, Page(s) 9 through 16, Inclusive of Maps, Records of Riverside County, California. AKA: 78620 Sunrise Mountain View, Palm Desert, CA 92211

BANK ACCOUNTS/FINANCIAL INSTITUTIONS:

Including, but not limited to, checking accounts, savings accounts, mortgage/escrow accounts, investment accounts and retirement funds, held by or in control of: ALAN CHARLES KAPANICAS

WELLS FARGO BANK: INCLUDING BUT NOT LIMITED TO THE FOLLOWING ACCOUNTS:

1. Account #6625894700
2. Savings Account #1623500400
3. Business Savings Account #1532230453
4. PMA 905217204
5. Line of Credit Account # 65115031011998
6. Savings Account # 3000108144535
7. Checking Account #101075635247
8. Business Checking Account #3495116562

- 1 9. Account # 6171548271
- 2 10. Account # 2306209517
- 3 11. Account # 2306209541
- 4 12. Account # 230509566
- 5 13. Account # 2306209954
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8 **WILLIAM KEVIN AYLWARD**

9 REAL PROPERTY:

- 10 1. 8976 Oak Creek Road, Cherry Valley, CA. 92223
- 11 Lot 65 of Tract No. 12461, in the County of Riverside, State of California, as per map
- 12 recorded in book 111, page(s) 14 to 20 inclusive of maps, in the office of the county
- 13 recorder of said county.

14

15 **DAVID WILLIAM DILLON**

16 REAL PROPERTY:

- 17
- 18 1. Real Property located in Riverside County, at 45862 Hopactong Street, Temecula, CA
- 19 92592, APN:918323028-2 and legally described as:
- 20 LOT 129 OF TRACT 19939-2, A RECORDED IN BOOK 170,
- 21 PAGES 5 THROUGH 9, INCLUSIVE OF MAPS, RECORDS
- 22 OF RIVERSIDE COUNTY, CALIFORNIA.
- 23 2. Real Property located in San Diego County, at 2345 Manchester Avenue, Cardiff by the
- 24 Sea, CA. 92007, APN: 261-091-37-00 and legally described as:
- 25 Lot 37, in Block 15 of Cardiff, in the City of Encinitas, County of San Diego,
- 26 State of California, according to Map thereof No. 1298, filed in the office of the
- 27 County Recorder of San Diego County on November 14, 1910
- 28 3. Real Property located in Riverside County, at 45513 Tournament Lane, Temecula, CA.
- 29 92592, APN: 918-323-028 and legally described as:
- 30 Lot 129 of Tract 19939-2, A recorded in Book 170, Pages 5 through 9, inclusive
- 31 of Maps, Records of Riverside County, CA.

32 BANK ACCOUNTS/FINANCIAL INSTITUTIONS/ INVESTMENTS:

33 Including, but not limited to, checking accounts, savings accounts, mortgage/escrow

34 accounts, investment accounts and retirement funds, held by or in control of: DAVID WILLIAM

35 DILLON:

36

1 UNION BANK ACCOUNTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING  
2 ACCOUNTS:

- 3 1. Savings Account #41443565  
4 2. Checking Account #12882031  
5 3. UBIS Portfolio Account # 9911080209  
6 4. Checking Account # 2421183282  
7 5. Checking Account # 2421012408

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9 FIDELITY INVESTMENTS ACCOUNTS:

- 10 6. Y97-005013  
11 7. PC1-080764  
12 8. Y01-193801  
13 9. Annuity Contract #232706140  
14 10. 2BZ747360- IRA  
15 11. 2BZ747408- IRA  
16 12. 217-489642

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19 WEDBUSH ACCOUNT  
20 13. 2810-3461

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1 ERNEST ALOIS EGGER  
2 REAL PROPERTY:

- 3  
4 1. Real Property located in Mendocino County, at 13501 Point Cabrillo Drive, Mendocino, CA,  
5 95460, 26.98-acre lot, APN:118-160-29-00 and legally described as:

6 **THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF MENDOCINO, STATE OF**  
7 **CALIFORNIA, AND BEING A PORTION OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 18**  
8 **WEST, MOUNT DIABLO BASE AND MERIDIAN.**

9 **BEGINNING AT A POINT ON THE BOUNDARY LINE BETWEEN THE LANDS OF MARTIN**  
10 **BRINZING AND FRATIS ON THE EAST LINE OF SECTION 12, TOWNSHIP 17 NORTH, RANGE**  
11 **18 WEST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT BEING SOUTH 937.7 FEET**  
12 **FROM THE ONE-QUARTER SECTION CORNER IN THE EAST LINE OF SAID SECTION 12;**  
13 **THENCE FROM SAID POINT OF BEGINNING AND RUNNING NORTH 69° 00' WEST TO A**  
14 **POINT THAT BEARS SOUTH 69° 00' EAST, 196.51 FEET FROM A FOUND IRON PIPE**  
15 **MONUMENT MARKING THE NORTHEAST CORNER OF AN ACRE OF LAND OWNED BY**  
16 **BERGLUND AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD SEPTEMBER 14,**  
17 **1982 IN BOOK 1366 OF OFFICIAL RECORDS, PAGE 417, MENDOCINO COUNTY RECORDS,**  
18 **(TOTAL LENGTH = 1340 FEET LESS 196.51 FEET); THENCE SOUTH 27° 20' 18" WEST, 400.39**  
19 **FEET TO THE SOUTHEAST CORNER OF SAID ACRE PARCEL OF LAND; THENCE WEST, 117.69**  
20 **FEET (RECORD = 106 FEET, MORE OR LESS) TO THE EASTERLY BOUNDARY LINE OF THE**  
21 **FORMER STATE HIGHWAY NO. 1 (NOW POINT CABRILLO ROAD, COUNTY ROAD # 564);**  
22 **THENCE SOUTH 03° 00' WEST ALONG THE EASTERLY BOUNDARY LINE OF SAID HIGHWAY A**  
23 **DISTANCE OF 850 FEET; THENCE LEAVING SAID HIGHWAY SIDE LINE AND RUNNING EAST,**  
24 **1399 FEET TO THE EAST BOUNDARY LINE OF THE ABOVE MENTIONED SECTION 12,**  
25 **TOWNSHIP 17 NORTH, RANGE 18 WEST, MOUNT DIABLO BASE AND MERIDIAN; THENCE**  
26 **NORTH ON SAID SECTION LINE, 778.4 FEET TO THE POINT OF BEGINNING.**

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**EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED IN THE DEED TO THE STATE OF**  
**CALIFORNIA, RECORDED MARCH 28, 1966 IN BOOK 713 OF OFFICIAL RECORDS, PAGE 7,**  
**MENDOCINO COUNTY RECORDS.**

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2. Real Property located in Mendocino County, at 45250 Mar Vista Drive, Mendocino, CA,  
95460, APN:118-190-17-00 and legally described as:

1 The Southwesterly corner of Lot 16 as shown on that certain map entitled Seafair  
2 Subdivision which map was filed in the office of the Recorder of the County of Mendocino,  
3 State of California on May 15, 1963 in Map Case 2, Drawer 2, Page 43; said easement shall  
4 be limited to the amount of land necessary for a normal private driveway but in no event  
5 shall encroach beyond a triangle formed by projecting a line from the Southwesterly corner  
6 of said Lot 16, Northerly along the Westerly line of Lot 16, a distance of 80 feet, thence  
7 projecting a second line from the same Southwesterly corner of Lot 16 Easterly along the  
8 Southerly line of Lot 16 a distance of 80 feet, then connecting the extremities of those two  
9 lines by a third line.

10 This easement shall be solely for the benefit of adjoining Lot 17 in said Seafair Subdivision  
11 filed map of which is referenced above.

12 **Tract Three:**

13 A non-exclusive right of way for roadway purposes over and across those certain strips of  
14 land shown on that certain map entitled, "Seafair Subdivision" and designated "Private  
15 Roads", and named Mar Vista Drive, Verde Drive and Pomo Lane.

16 **Tract Four:**

17 A non-exclusive right to use for recreational purposes only that certain parcel of land  
18 designated as "Parcel C" and lying between Lots 23 and 24 as shown on that certain map  
19 entitled, "Seafair Subdivision".

- 20 3. Real Property located in Mendocino County, at 10550 Lansing Street, Mendocino, CA.,  
21 95460, APN:119-160-31-00, and legally described as:

22 COMMENCING AT THE NORTHWEST CORNER OF CALPELLA AND LANSING STREETS IN THE  
23 TOWN OF MENDOCINO AND RUNNING THENCE NORTHERLY ON THE WESTERN LINE OF  
24 LANSING STREET 160 FEET TO THE SOUTHWEST CORNER OF LANSING AND LITTLE LAKE  
25 STREETS; THENCE WESTERLY ON THE SOUTHERLY LINE OF LITTLE LAKE STREET, 100 FEET  
26 TO THE LOT OF LAND FORMERLY OWNED BY M.M. HAZELTINE; THENCE SOUTHERLY AND  
27 PARALLEL WITH LANSING STREET 160 FEET TO THE NORTHERLY LINE OF SAID CALPELLA  
28 STREET; AND THENCE EASTERLY ON THE NORTHERLY LINE OF CALPELLA STREET 100 FEET  
29 TO THE POINT OF BEGINNING.

- 30 4. Real Property located in El Dorado County, at 1072 Sundown Trail, South Lake Tahoe, CA.,  
31 96150, APN:080-152-14-100, and legally describes as:

32 Lot 132, as shown on the Official Map of Montgomery Estates Unit No. 7, filed in the office of the County Recorder of said County on  
33 October 29, 1969 in Map Book E, Map No. 46.

34 **BANK ACCOUNTS/FINANCIAL INSTITUTIONS/ INVESTMENTS:**

35 Including, but not limited to, checking accounts, savings accounts, mortgage/escrow  
36 accounts, investment accounts and retirement funds, held by or in control of ERNEST ALOIS  
EGGER:

**UNION BANK ACCOUNTS**

1. Checking Account # 2421017761

**WELLS FARGO BANK ACCOUNTS**

2. 9087396943  
3. 9080045412

- 1 4. Savings Account # 6403543736
- 2 5. Business Checking Account # 3376294033
- 3 6. PMA Checking Account # 6403543728
- 4 7. Credit Card Account # 4147183090573429

5  
6 RAIFFEISENBANK FULENBACH SWITZERLAND

- 7 12. Account # CH7780914000005035672

8  
9 **DEEPAK MOORJANI**

10 REAL PROPERTY

- 11 1. 5194 Los Altos Drive, located in Orange County, Yorba Linda, CA., 92886, APN:348-191-25  
12 and legally described as:

13  
14 **Legal Description:**

15 THE FOLLOWING DESCRIBED PROPERTY IN THE CITY OF YORBA LINDA, COUNTY OF  
16 ORANGE STATE OF CALIFORNIA: PARCEL 1: THOSE PORTIONS OF LOTS 8 AND 9,  
17 BLOCK 22 OF THE YORBA LINDA TRACT, IN THE CITY OF YORBA LINDA, COUNTY OF  
18 ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGES 1 AND 18  
19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID  
20 COUNTY, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE  
21 SOUTHWESTERLY LINE OF SAID LOT 8 WHICH IS DISTANT THEREON SOUTH 61  
22 DEGREES 47 MINUTES 15 SECONDS EAST 375.47 FEET FROM THE MOST WESTERLY  
23 CORNER OF SAID LOT, SAID SOUTHWESTERLY LINE BEING THE CENTER LINE OF  
24 MOUNTAIN VIEW AVENUE, 50.00 FEET IN WIDTH AND RUNNING THENCE NORTH 27  
25 DEGREES 51 MINUTES 06 SECONDS EAST 499.99 FEET; THENCE NORTH 61 DEGREES 47  
26 MINUTES 15 SECONDS WEST PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID  
27 LOT 8 A DISTANCE OF 125.50 FEET TO THE TRUE POINT OF BEGINNING OF THE  
28 BOUNDARY OF THE LAND DESCRIBED HEREIN THENCE CONTINUING NORTH 61  
29 DEGREES 47 MINUTES 15 SECONDS WEST ALONG SAID PARALLEL LINE 74.60 FEET;  
30 THENCE NORTH 23 DEGREES 07 MINUTES 47 SECONDS WEST 32.02 FEET; THENCE  
31 SOUTH 28 DEGREES 12 MINUTES 45 SECONDS WEST 105.00 FEET; THENCE NORTH 23  
32 DEGREES 07 MINUTES 47 SECONDS WEST 32.02 FEET; THENCE SOUTH 28 DEGREES 12  
33 MINUTES 45 SECONDS WEST 105.00 FEET; THENCE SOUTH 63 DEGREES 47 MINUTES 49  
34 SECONDS WEST 110.69 FEET TO A POINT WHICH BEARS SOUTH 61 DEGREES 47  
35 MINUTES 15 SECONDS EAST 156.98 FEET FROM THE NORTHWESTERLY TERMINUS OF  
36 THAT CERTAIN COURSE WHICH IS 643 FEET IN LENGTH IN THE SOUTHWESTERLY  
BOUNDARY OF THE LAND DESCRIBED IN PARCEL OF THE DEED TO CECIL WILLIAM  
BRASHEARS AND WIFE RECORDED IN BOOK 4113, PAGE 574, OFFICIAL RECORDS;  
THENCE SOUTH 61 DEGREES 47 MINUTES 15 SECONDS EAST ALONG SAID  
SOUTHWESTERLY BOUNDARY 165.00 FEET TO A LINE WHICH BEARS SOUTH 27  
DEGREES 51 MINUTES 06 SECONDS WEST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 27 DEGREES 51 MINUTES 06 SECONDS EAST 175.00 FEET TO THE TRUE  
POINT OF BEGINNING. PARCEL 2: A NON-EXCLUSIVE EASEMENT TO BE USED IN  
COMMON WITH OTHERS FOR ROAD AND PUBLIC UTILITY PURPOSES OVER, UNDER,  
ALONG, ACROSS AND THROUGH THAT PORTION OF SAID LOTS 8 AND 9 DESCRIBED AS  
FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 8,  
DISTANT SOUTH 61 DEGREES 47 MINUTES 15 SECONDS EAST 350.47 FEET FROM THE  
MOST WESTERLY CORNER OF SAID LOT 8 SAID SOUTHWESTERLY LINE BEING THE  
CENTER LINE OF A 50.00 FOOT WIDE STREET NOW KNOWN AS MOUNTAIN VIEW  
AVENUE; THENCE NORTH 27 DEGREES 51 MINUTES 06 SECONDS EAST 457.10 FEET TO  
THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A  
RADIUS OF 18.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE  
THROUGH A CENTRAL ANGLE OF 89 DEGREES 38 MINUTES 21 SECONDS A DISTANCE  
OF 28.16 FEET; THENCE NORTH 61 DEGREES 47 MINUTES 15 SECONDS WEST TANGENT  
TO LAST SAID CURVE AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOT 8,  
123.62 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND  
HAVING A RADIUS OF 18.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH  
A CENTRAL ANGLE OF 68 DEGREES 35 MINUTES 15 SECONDS AND ARC DISTANCE OF  
21.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY  
AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY ALONG SAID CURVE  
THROUGH A CENTER LINE OF 158 DEGREES 35

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MINUTES 15 SECONDS AN ARC DISTANCE OF 124.55 FEET TO A LINE TANGENT; THENCE ALONG SAID TANGENT LINE NORTH 28 DEGREES 12 MINUTES 55 SECONDS EAST 40.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 158 DEGREES 35 MINUTES 15 SECONDS AND ARC DISTANCE OF 124.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 18.00 FEET; THENCE ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 68 DEGREES 35 MINUTES 15 SECONDS A DISTANCE OF 21.55 FEET; THENCE SOUTH 61 DEGREES 47 MINUTES 15 SECONDS EAST TANGENT TO LAST SAID CURVE AND PARALLEL WITH SAID SOUTHWESTERLY LINE OF LOT 8, 122.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 18.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 96 DEGREES 20 MINUTES 41 SECONDS A DISTANCE OF 30.27 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 93.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 25 DEGREES 14 MINUTES 54 SECONDS, A DISTANCE OF 40.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 242 DEGREES 27 MINUTES 52 SECONDS, A DISTANCE OF 190.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 93.00 FEET; THENCE ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 3 MINUTES 56 SECONDS, A DISTANCE OF 50.69 FEET; THENCE SOUTH 29 DEGREES 51 MINUTES 06 SECONDS WEST TANGENT TO LAST SAID REVERSE CURVE 535.60 FEET TO THE SOUTHWESTERLY LINE OF LOT 8; THENCE NORTH 61 DEGREES 47 MINUTES 15 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION OF THE ABOVE-DESCRIBED PARCEL 2 INCLUDED WITHIN PARCEL 1, SAID LAND IS SHOWN ON THE MAP OF SURVEY RECORDED IN BOOK 52, PAGE 23 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

1           2.     23 Saintsbury, Irvine, CA. 92602 APN: 528-081-40, real property in the City of  
2           Irvine, County of Orange, State of California, and legally described as follows:  
3

4     PARCEL 1:  
5

6     LOT 71 OF TRACT NO. 16079, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS  
7     SHOWN ON A MAP FILED ON MAY 17, 2001, IN BOOK 815, PAGES 38 TO 42 INCLUSIVE, OF  
8     MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.  
9

10    EXCEPTING THEREFORM, FOR THE BENEFIT OF THE IRVINE COMPANY ("TIC"), ITS SUCCESSOR AND  
11    ASSIGNS, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER ALL OF A PORTION OF THE SAME,  
12    AS FOLLOWS:  
13

14    A. ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER  
15    HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, ANY OTHER MATERIAL  
16    RESOURCES AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR  
17    UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND  
18    OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY  
19    OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM  
20    LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS  
21    INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED  
22    OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE  
23    EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND  
24    OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE,  
25    EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF  
26    THE LAND, AS RESERVED IN DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION,  
27    RECORDED APRIL 19, 2001 AS INSTRUMENT NO. 20010234761 OF OFFICIAL RECORDS.  
28

29    B. ANY AND ALL WATER, WATER RIGHTS OR INTERESTS THEREIN, APPURTENANT OR RELATING TO  
30    THE LAND OR OWNED OR USED BY THE IRVINE COMPANY IN CONNECTION WITH OR WITH RESPECT  
31    TO THE LAND (NO MATTER HOW ACQUIRED BY THE IRVINE COMPANY), WHETHER SUCH WATER,  
32    WATER RIGHTS OR INTERESTS THEREIN, SHALL BE RIPARIAN, OVERLYING, APPROPRIATIVE,  
33    LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL,  
34    TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE AND STORE THE  
35    SAME FROM OR IN THE LAND OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, WATER RIGHTS  
36    OR INTERESTS THEREIN, ON ANY OTHER PROPERTY OWNED OR LEASED BY THE IRVINE COMPANY;

1 BUT WITHOUT, HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF THE LAND IN THE  
2 EXERCISE OF SUCH RIGHTS, AS RESERVED IN DEED FROM THE IRVINE COMPANY, A MICHIGAN  
3 CORPORATION, RECORDED APRIL 19, 2001 AS INSTRUMENT NO. 20010234761 OF OFFICIAL RECORDS.

4  
5 ALSO EXCEPTING THEREFROM, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST,  
6 ASSIGNS AND OTHERS, TOGETHER WITH THE RIGHT TO GRANT AND TRANSFER ALL OR A PORTION  
7 OF THE SAME:

8  
9 A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHT TO ALL OTHER  
10 HYDROCARBONS BY WHATSOEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL  
11 PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES");  
12 AND

13  
14 B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE  
15 AND REMOVE ANY OF THE SUBSURFACE RESOURCES OR FROM THE LOT, INCLUDING THE RIGHT TO  
16 WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE LOT, WELLS,  
17 TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LOT, AND TO BOTTOM  
18 SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR  
19 BEYOND THE EXTERIOR LIMITS OF THE LOT, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN,  
20 REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL,  
21 MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES  
22 THROUGH OR IN THE SURFACE OR THE UPPER FIVE HUNDRED FEET (500') OF THE SUBSURFACE OF  
23 THE LOT.

24  
25 PARCEL 2:

26  
27 TEMPORARY NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR ACCESS OVER (A)  
28 LOTS NN AND OO OF TRACT NO. 16075, AS SHOWN ON THE MAP RECORDED IN BOOK 816, PAGES 1 TO  
29 13 INCLUSIVE, OR MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND (B)  
30 ANY SIDEWALKS WHICH ARE ADJACENT TO THE EASEMENT AREA DESCRIBED IN SUBPART (A),  
31 PURSUANT TO THAT CERTAIN GRANT DEED, RECORDED JUNE 14, 2001 AS INSTRUMENT NO.  
32 20010393484 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY, WHEREBY ICDC GRANTED SUCH  
33 EASEMENT TO GRANTOR; PROVIDED, HOWEVER, THAT SUCH EASEMENTS SHALL TERMINATE AND  
34 BE OF NO FURTHER FORCE OR EFFECT UPON THE TRANSFER OF THE LOT TO A HOMEOWNERS  
35 ASSOCIATION, A MAINTENANCE DISTRICT, THE CITY OF IRVINE OR ANY OTHER GOVERNMENTAL  
36 ENTITY.

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PARCEL 3:

TEMPORARY NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR ACCESS OVER LOT QQ OF TRACT NO. 16075, AS SHOWN ON A MAP RECORDED IN BOOK 816, PAGES 1 TO 13 INCLUSIVE, OR MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA AND THE PORTION OF LOT N OF TRACT NO. 16079, AS SHOWN ON A MAP RECORDED IN BOOK 815, PAGES 38 TO 42 INCLUSIVE, OF SAID MISCELLANEOUS MAPS, APPROXIMATELY SHOWN ON EXHIBIT 1-A ATTACHED TO THE GRANT DEED, RECORDED JUNE 21, 2002 AS INSTRUMENT NO. 20020522129 OF SAID OFFICIAL RECORDS; PROVIDED, HOWEVER, THAT SUCH EASEMENTS SHALL TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT UPON THE TRANSFER OF THE LOT TO A HOMEOWNERS ASSOCIATION, A MAINTENANCE DISTRICT, THE CITY OF IRVINE OR ANY OTHER GOVERNMENTAL ENTITY.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, DRAINAGE, ENCROACHMENT, MAINTENANCE AND REPAIR, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR NORTH PARK SQUARE MAINTENANCE ASSOCIATION (THE "NORTH PARK MASTER DECLARATION"), RECORDED SEPTEMBER 26, 2001 AS INSTRUMENT NO. 2001067926, THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BELLAROSA MAINTENANCE ASSOCIATION, RECORDED NOVEMBER 6, 2001 AS INSTRUMENT NO. 20010792845 (THE "BELLAROSA MASTER DECLARATION") AND THE SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLAROSA MAINTENANCE ASSOCIATION (RUTHERFORD, PHASE 1, TRACT 16079), RECORDED DECEMBER 6, 2001 AS INSTRUMENT NO. 20010890083 (THE "BELLAROSA SUPPLEMENTAL DECLARATION").

PARCEL 5:

AN EXCLUSIVE EASEMENT FOR "SIDEYARD" PURPOSES AS DESCRIBED IN SECTION 6.1 OF THE BELLAROSA SUPPLEMENTAL DECLARATION, OVER THOSE PORTIONS OF THE ADJOINING LOT SHOWN ON EXHIBIT 3 TO THE BELLAROSA SUPPLEMENTAL DECLARATION.

PARCEL 6:

1 A NON-EXCLUSIVE "SIDEYARD DRAINAGE EASEMENT" AS DESCRIBED IN SECTION 7 OF THE  
2 BELLAROSA SUPPLEMENTAL DECLARATION OVER THOSE PORTIONS OF THE BURDENED LOT SHOWN  
3 ON EXHIBIT 4 TO THE BELLAROSA SUPPLEMENTAL DECLARATION.  
4

5 3. 8010 E. Oak Ridge Circle, Anaheim, CA. 92808, APN: 930-26-115, and legally describes as:  
6

7 Lot 3 of Tract 12995 in the City of Anaheim Hills, County of Orange, State of California, legally described as  
8 follows:

9 PARCEL 1:

10 Unit 144, as shown and described in the Condominium Plan for Lot 3 of Tract 12995 ("Condominium Plan") which  
11 Condominium Plan was recorded April 6, 1990 as instrument No. 90-182542 in the Official Records of Orange County,  
12 California.

13 PARCEL 2:

14 An easement for ingress and egress over those portions of land on the Map of said Tract No. 12996, designated as  
15 Canyon Creek Road, Serrano Avenue, Weir Canyon Road, Canyon Vista Drive and Monte Vista Road, said easement to  
16 terminate upon acceptance, by the City of Anaheim, of the public streets on the map said Tract 12996.

17 PARCEL 3:

18 An undivided 1/54<sup>th</sup> interest as a tenant in common in the fee interest in and to the Common Area of Lot 3 of Tract  
19 12995 ("Common Area") as shown on a map recorded in Book 636, Pages 33 to 37 inclusive of Miscellaneous Maps, in  
20 the office of the County Recorder of Orange County, California, which Common Area is shown and defined in the  
21 Condominium Plan.

22 PARCEL 4:

23 The easement as set forth and described in the subsection entitled "Access, Use and Enjoyment" of the section entitled  
24 "Reservation of Easement by Declarant" in the Article entitled "Easements" of the Declaration of Covenants,  
25 Conditions and Restrictions for Sycamore Canyon Townhomes recorded January 22, 1990 as Instrument No. 90-035845  
26 in the Official Records of Orange County, California, as amended by the certain Supplementary Declaration of  
27 Covenants, Conditions and Restrictions for Sycamore Canyon Townhomes (Phase 2) recorded April 9, 1990 as  
28 instrument No. 90-185338 in the Official Records of Orange County, California, as the same may have been or may be  
29 further amended and supplemented (collectively "Sub-Declaration").

30 PARCEL 5:

31 The easement as set forth and described in the section entitled "Encroachment Easements for Owners" of the Article  
32 entitled "Easements" of the Sub-Declaration.

33 PARCEL 6:

34 An exclusive easement over that portion of the Common Area designated as Exclusive Use Common Area for the Unit  
35 on the Condominium Plan and as set forth and described in the subsection entitled "Exclusive Use Common Areas" of  
36

1 the Section entitled "Reservation of Easements by Declarant" in the Article entitled "Easements" of the Sub-  
2 Declaration.

3 PARCEL 7:

4 The easement as set forth and described in the Section entitled "Encroachment Easements for Owners" of the article  
5 entitled "Easements" of the Master Declaration of Covenants, Conditions and Restrictions for Sycamore Canyon  
6 recorded June 21, 1989 as Instrument No. 89-328003 in the Official Records of Orange County, California, as amended  
7 by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Sycamore Canyon  
8 recorded August 10, 1989 as Instrument No. 89-424585 in the Official Records of Orange County, California, and that  
9 certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for Sycamore Canyon  
10 recorded October 26, 1989 as Instrument No. 89-578182 in the Official Records of Orange County, California, and as  
11 supplemented by that certain Supplementary Declaration of Covenants, Conditions and Restrictions for Sycamore  
12 Canyon (Phase II) recorded June 20, 1990 as Instrument No. 90-327396 in the Official Records of Orange County,  
13 California, as the same may have been or may be further amended and supplemented (collectively, Master Declaration).

14  
15 EXCEPT THEREFROM all oil, gas, minerals and other hydrocarbon substances lying below the surface of said land,  
16 but with no right of surface entry, as provided recorded April 22, 1988 as Instrument 88-184833 of Official Records.

17  
18 4. 1174 Blackbrush Road, Beaumont, CA. 92223, APN: 528-081-40, and legally describes as:

19  
20 Lot 65 of Track No. 32325 as shown by map on file in Book 393, pages 1 through 15 of Maps, Records of  
21 Riverside County, California.

22  
23 BANK ACCOUNTS/FINANCIAL INSTITUTIONS

24 Including, but not limited to, checking accounts, savings accounts, mortgage/escrow  
25 accounts, investment accounts and retirement funds, held by or in control of DEEPAK MOORJANI:

26  
27 BANK OF AMERICA ACCOUNTS

- 28 5. Investment CD -10199603819295  
29 6. Investment CD - 21554-03345  
30 7. Checking - 0021 5556 6721  
31 8. Fixed Term CD -70002155503613  
32 9. Fixed Term CD - 70002155703612

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34  
35 CHASE BANK ACCOUNTS

- 36 10. Checking Account # 0942209059

- 1 11. Savings Account # 2903598530
- 2 12. Money Market Account # 3188023308
- 3 13. Prom. Cert9 Account # 412029504
- 4 14. Cert. of Deposit - 100073380938
- 5 15. Cert. of Deposit - 100072952280
- 6 16. Cert. of Deposit - 100072952281

7  
8 CITIBANK ACCOUNTS

- 9 17. Saving Account # 40050978580
- 10 18. IMMA Account # 40015857960
- 11 19. Checking Account # 40012974776

12  
13 UNION BANK ACCOUNTS

- 14 20. 5759004459
- 15 21. Trust # 77090000868
- 16 22. Trust # 7709001262
- 17 23. Money Market Account # 5751043703
- 18 24. Money Market Account # 0041262957
- 19 25. Checking Account # 5750012312

20  
21 WELLS FARGO BANK ACCOUNTS

- 22 26. Line of Credit Account # 7612123216
- 23 27. Credit Card Account # 4147181090383799
- 24 28. Account # 10102658000018
- 25 29. Savings Account # 9987070142
- 26 30. PMA Account # 726211253
- 27 31. PMA Account # 2807844044

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29 ICICI BANK ACCOUNTS

- 30 32. 005701076491
- 31 33. 005710075438
- 32 34. 005701076988
- 33 35. 005710075458

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35 YES BANK ACCOUNTS

- 36 36. 024791000000407

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YES BANK ACCOUNTS

36. 024791000000407

37. 024790900000302

TD CANADA TRUST ACCOUNT

38. 6487481

**Joseph Sandy Aklufi**

REAL PROPERTY

1. 6723 Canyon Hill Drive, Riverside, California, 92506, APN: 243-370-014-2 and is legally described as:

Tax Id Number(s): 243-370-014-2, 2433700142

Land Situated in the City of Riverside in the County of Riverside in the State of CA  
Lot 2 of Tract 21156-2 as per map on file in Book 185 pages 11-13 inclusive of Map,  
Records of Riverside County, California