

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maureen Duffy-Lewis

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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

<p>10 <u>KHALED J. AL-SABAH, an individual,</u>)</p> <p>11 individually and as Trustee of The Awal)</p> <p>12 Trust, Dated February 23, 2012,)</p> <p>13 Plaintiff,)</p> <p>14 v.)</p> <p>15 VICTORINO NOVAL, an individual, also)</p> <p>16 known as VICTOR JESUS NOVAL and as)</p> <p>17 VICTOR P NOVAL and as VICTOR)</p> <p>18 DEAN NOVAL; VICTOR FRANCO)</p> <p>19 NOVAL, an individual; RONALD)</p> <p>20 RICHARDS, an individual; SECURED)</p> <p>21 CAPITAL PARTNERS, LLC, a California)</p> <p>22 limited liability company; HUNTER)</p> <p>23 NOVAL, an individual; JAKE NOVAL, an)</p> <p>24 individual, also known as JAKE H)</p> <p>25 NOVAL; HANNAH NOVAL, an)</p> <p>26 individual; SAMIR MAHALLAWY, an)</p> <p>27 individual; JEFFREY HYLAND, an)</p> <p>28 individual; LA STARS, LLC, a California)</p> <p>limited liability company; FARZAD TONY)</p> <p>TOUTOUNI, an individual, also known as)</p> <p>TONY TOUTOUNI; REXFORD TRUST, a)</p> <p>California Irrevocable Trust;)</p> <p>SHERBOURNE TRUST, a California trust;)</p> <p>BEVERLY HILLS REAL ESTATE)</p> <p>HOLDINGS, LLC, a California limited)</p> <p>liability company; 8484 WILSHIRE)</p> <p>BLVD., LLC, a California limited liability)</p> <p>company; and DOES 1-180, inclusive,)</p> <p>Defendants.)</p>	<p>Case No. 19STCV32775</p> <p>COMPLAINT FOR:</p> <p>(1) BREACH OF CONTRACT;</p> <p>(2) FRAUD AND DECEIT;</p> <p>(3) NEGLIGENT MISREPRESENTATION;</p> <p>(4) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;</p> <p>(5) PROMISSORY ESTOPPEL;</p> <p>(6) UNJUST ENRICHMENT;</p> <p>(7) CONVERSION;</p> <p>(8) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;</p> <p>(9) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.</p> <p>(10) BREACH OF FIDUCIARY DUTY</p> <p>(11) FAILURE TO USE REASONABLE CARE</p>
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COMPLAINT

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-) (12) CONSTRUCTIVE FRAUD
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 -) (13) MONEY HAD AND RECEIVED
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 -) (14) INJUNCTION
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 -) (15) IMPOSITION OF CONSTRUCTIVE TRUST
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 -) (16) QUIET TITLE
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STATEMENT OF FACTS

1. Plaintiff KHALED J. AL-SABAH (“Plaintiff”) is an individual, and conducts business in Los Angeles, California, and internationally, generally. The Awal Trust, Dated February 23, 2012, is a trust established by KHALED J. AL-SABAH as grantor, for his own use and benefit, and of which trust KHALED J. AL-SABAH is trustee. Plaintiff sues defendants both in his individual capacity and as Trustee of The Awal Trust, dated February 23, 2012.

2. Plaintiff is informed and believes and thereupon alleges that defendant VICTORINO NOVAL, also known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR DEAN NOVAL (“Victorino”) was and is an individual residing and doing business within the jurisdiction of this Court and who was and is, previously unbeknownst to Plaintiff, a convicted felon, who served time in prison for mail fraud and tax evasion. Plaintiff is informed and believes that in or around 2010 that defendant Victorino legally changed his name from Victor Jesus Noval to Victorino Noval in order to cause people to believe that he was his father and obtain the benefit of his father’s reputation and give himself a perception of wealth.

3. Plaintiff is informed and believes and thereupon alleges that defendant VICTOR FRANCO NOVAL was and is an individual residing and doing business within the jurisdiction of this Court and a son of Victorino (“Franco”).

COMPLAINT

1 4. Plaintiff is informed and believes and thereupon alleges that defendant Secured
2 Capital Partners, LLC was and is a limited liability company duly organized and existing under
3 and by virtue of the laws of the State of California, with its principal place of business within the
4 jurisdiction of this Court (“SCP”).

5 5. Plaintiff is informed and believes and thereupon alleges that defendant LA Stars,
6 LLC, was and is a limited liability company duly organized and existing under and by virtue of
7 the laws of the State of California, with its principal place of business within the jurisdiction of
8 this Court (“LA Stars”).

9 6. Plaintiff is informed and believes and thereupon alleges that defendant Franco
10 organized SCP to manage Victorino’s and Franco’s position in the real property transactions that
11 are set forth herein.

12 7. Plaintiff is informed and believes and thereupon alleges that Charles Dickens, also
13 known as “Chip Dickens,” was and is an individual residing and doing business within the
14 jurisdiction of this Court (“Dickens”).

15 8. Plaintiff is informed and believes and thereupon alleges that Tower Park
16 Properties, LLC was and is a limited liability company duly organized and existing under and by
17 virtue of the laws of the State of California, with its principal place of business within the
18 jurisdiction of this Court (“Tower Park”).

19 9. Plaintiff is informed and believes and thereupon alleges that Tower Park
20 Development Company, LLC was a limited liability company duly organized and then existing
21 under and by virtue of the laws of the State of Delaware with its principal place of business
22 within the jurisdiction of this Court (“TPDC”).

23 10. Plaintiff is informed and believes and thereupon alleges that Dickens formed
24 Tower Park and TPDC for the purpose of acquiring and developing the real property commonly
25 known as 1652 Tower Park Drive, Beverly Hills, California, which is a vast and exclusive
26 property also is known as The Mountain of Beverly Hills (the “TPP Property”) that at 157 acres
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1 is nearly twice the size of Disneyland. Plaintiff is informed and believes and thereupon alleges
2 that at the time Tower Park initially acquired the TPP Property it was valued at approximately
3 \$40 million.

4 11. Plaintiff is informed and believes and thereupon alleges that defendant Ronald
5 Richards was and is an individual residing and doing business within the jurisdiction of this
6 Court (“Richards”). Plaintiff is further informed and believes and thereupon alleges that
7 Richards has represented Victorino, Franco, and SCP since the transactions related to the TPP
8 Property commenced, including and especially during the TPP Bankruptcy, the SCP Bankruptcy,
9 and the Los Angeles County Superior Court actions related to the TPP Property, as set forth
10 herein.

11 12. Plaintiff is informed and believes and thereupon alleges that defendant Samir
12 Mahallawy was and is an individual residing and doing business within the jurisdiction of this
13 Court (“Mahallawy”). Mahallawy introduced Plaintiff to Victorino sometime in 2010.

14 13. Plaintiff is informed and believes and thereupon alleges that defendant JAKE
15 NOVAL, also known as JAKE H NOVAL, was and is an individual doing business within the
16 jurisdiction of this Court (“Jake”) and another son of Victorino.

17 14. Plaintiff is informed and believes and thereupon alleges that defendant HUNTER
18 NOVAL was and is an individual residing and doing business within the jurisdiction of this
19 Court (“Hunter”) and another son of Victorino.

20 15. Plaintiff is informed and believes and thereupon alleges that defendant JEFFREY
21 HYLAND was and is an individual residing and doing business within the jurisdiction of this
22 Court (“Hyland”).

23 16. Plaintiff is informed and believes and thereupon alleges that defendant FARZAD
24 TONY TOUTOUNI, also known as TONY TOUTOUNI, was and is an individual residing and
25 doing business within the jurisdiction of this Court (“Toutouni”).
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1 17. Plaintiff is informed and believes and thereupon alleges that defendant
2 REXFORD TRUST is an irrevocable trust organized and doing business in California and doing
3 business within the jurisdiction of this Court.

4 18. Plaintiff is informed and believes and thereupon alleges that defendant TOWER
5 FINANCIAL, LLC, is and was a limited liability company duly organized and existing under
6 and by virtue of the laws of the State of Delaware and operating and doing business in California
7 within the jurisdiction of this Court (“Tower Financial”) that it is and was at all relevant times
8 owned and controlled by Victorino.

9 19. Plaintiff is informed and believes and thereupon alleges that defendant the
10 SHERBOURNE TRUST is and was a trust organized and doing business in California and doing
11 business within the jurisdiction of this Court (the “Sherbourne Trust”) that it is and was at all
12 relevant times owned and controlled by Victorino and Franco and further that Franco is the
13 trustee (and a beneficiary) of the Sherbourne Trust.

14 20. Plaintiff is informed and believes and thereupon alleges that at all times relevant
15 hereto, there existed, a unity of interest and ownership by and among Victorino, Franco, and
16 SCP, LA Stars, Tower Financial, the Sherbourne Trust, and the Rexford Trust, such that any
17 individuality and separateness by and among them have ceased, that Victorino, Franco, and SCP,
18 LA Stars, Tower Financial, the Sherbourne Trust, the Rexford Trust are liable for the acts of
19 each other as alleged in this Complaint as alter egos of one another and that adherence to the
20 fiction of the separate existence of Victorino, Franco, and SCP, LA Stars, Tower Financial, the
21 Sherbourne Trust, and the Rexford Trust, as entities separate and distinct from each other would
22 permit an abuse of the corporate privilege and would promote and sanction injustice and fraud.

23 21. Plaintiff is informed and believes and based thereon alleges that SCP, LA Stars,
24 and Tower Financial, and at all times herein mentioned were, so inadequately capitalized that,
25 compared with the business to be done by SCP, LA Stars, and Tower Financial, and the risks of
26 loss attendant thereon, their capitalization was illusory.
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1 22. Plaintiff is informed and believes and based thereon alleges that Victorino and
2 Franco are, and at all times herein mentioned were, using the assets of SCP, LA Stars, and Tower
3 Financial, for their own personal uses, caused assets of SCP, LA Stars, and Tower Financial to
4 be transferred to them and between each other, without adequate consideration.

5 23. Plaintiff is informed and believes and based thereon alleges that SCP, LA Stars,
6 and Tower Financial is and at all times herein mentioned was, controlled dominated, and
7 operated by Victorino and Franco as their individual business and alter ego, in that the activities
8 and business of SCP, LA Stars, and Tower Financial were carried out without the holding of
9 directors' or members' meetings, no records or minutes of any corporate proceedings were
10 maintained, and that Victorino and Franco entered into personal transactions with SCP, LA Stars,
11 and Tower Financial without the approval of other directors, managers or members.

12 24. Plaintiff is informed, believes, and thereupon alleges that, at all times relevant
13 hereto, Victorino and Franco formed SCP and LA Stars as California limited liability companies
14 and Tower Financial as a Delaware limited liability company, representing Victorino as the sole
15 manager, to Plaintiff, for the purpose and in furtherance of a fraudulent conspiracy and scheme
16 to defraud Plaintiff, as alleged herein action.

17 25. The true names and capacities, whether individual, corporate, associate or
18 otherwise, of defendants, DOES 1 through 100, inclusive, are unknown to Plaintiff, who
19 therefore sues these defendants by their fictitious names. Plaintiff is informed and believes, and
20 based upon this information and belief alleges, that each of the defendants designated herein as a
21 fictitiously named defendant is in some manner responsible for the events and happenings herein
22 referred to, either contractually or tortiously, and caused damage to Plaintiff as herein alleged.
23 When Plaintiff ascertains the true names and capacities of DOES 1 through 100, inclusive, he
24 will ask leave of this Court to amend his Complaint by setting forth the same.

25 26. Upon information and belief, at all material times, each of the Defendants was, or
26 may have been, an agent, servant, employer, employee, joint venturer, partner and/or alter ego of
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COMPLAINT

1 one or more of each of the remaining Defendants, and were at all times acting within the purpose
2 and scope of such agency, joint venture, alter ego, partnership or employment, and with the
3 authority, consent, approval and/or ratification of each remaining Defendant.
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5 **JURISDICTION**

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7 27. The contracts which are the subject of this action were to be performed within,
8 and the real properties which are the subject of this action are located within, the judicial
9 boundaries of the above-entitled Court. The above Court is the proper Court for the trial of this
10 action.
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12 28. Venue is proper in Los Angeles County pursuant to (i) Code of Civil Procedure
13 section 392 because the real properties that are the subject matter of this action or some part
14 thereof, are situated in Los Angeles County, (ii) Code of Civil Procedure section 395 because
15 some of the defendants reside in Los Angeles County, (iii) Code of Civil Procedure section 395
16 because some of the defendants contracted to perform an obligation in Los Angeles County, and
17 the obligation was to be performed in Los Angeles County, (iv) Code of Civil Procedure section
18 395.5 because LA Stars, LLC, made, agreed to perform, and/or breached the contracts that are
19 the subject matter of this action in Los Angeles County, and because the obligations or liability
20 of Secured Capital Partners, LLC, Rexford Trust, Beverly Hills Real Estate Holdings, LLC and
21 8484 Wilshire Blvd., LLC, in connection with tort claims, arose in Los Angeles County.
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23 **FACTS COMMON TO ALL CAUSES OF ACTION**

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25 29. This action arises out of defendant Victorino's soliciting investment monies from
26 Plaintiff to invest in the TPP Property. Plaintiff is informed and believes that, as detailed further
27 herein, Victorino falsely represented to Plaintiff that he or an entity that he controlled owned the
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COMPLAINT

1 TPP Property and that with the benefit of Plaintiff's investment, that Plaintiff would hold and
2 profit from a 50% ownership interest in the TPP Property.

3 30. Plaintiff is informed and believes that Victorino falsely represented that all of the
4 monies provided by Plaintiff were invested in or otherwise for the benefit of the TPP Property
5 when, in fact, Victorino converted Plaintiff's money to his own and others' use and purchased,
6 either directly or indirectly, multiple parcels of real property and personal property, including,
7 but not limited to exotic automobiles, aircraft and boats. Plaintiff is further informed and
8 believes that Victorino and Franco converted the monies to their own use by supporting their
9 lavish and extravagant lifestyle and spent significant amounts of Plaintiff's monies on, among
10 other things, leasing real property for their personal use, hosting parties, exotic dancers, wine,
11 worldwide travel, gambling, and paying personal staff, including but not limited to numerous
12 limousine chauffeurs.

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14 31. Plaintiff is informed and believes that each of the other Defendants, as alleged
15 herein, participated in, and furthered the contract breaches, frauds and other tortious acts against
16 Plaintiff which were initiated by Victorino.

17 32. Plaintiff is informed and believes that each of the real properties, other than the
18 TPP Property, and each of the personal properties referenced herein were purchased using
19 Plaintiff's monies that were provided initially to Victorino for investment in the TPP Property for
20 the benefit of Plaintiff.

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22 **The TPP Property and the Initial Loans**

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24 33. Plaintiff is informed and believes and thereupon alleges that Mark Hughes, the
25 founder of Herbalife, purchased the TPP Property in the 1980s and that prior to his death in
26 2000, Mr. Hughes established the Mark Hughes Family Trust (the "Hughes Trust") and named
27 three successor trustees to the Hughes Trust. Plaintiff is further informed and believes and
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1 thereupon alleges that when Mr. Hughes died in 2000, ownership of the TPP Property passed to
2 the Hughes Trust for the benefit of Mr. Hughes' son, Alexander Hughes (the "Beneficiary").

3 34. Plaintiff is informed and believes and thereupon alleges that in December 2003,
4 the Hughes Trust leased the TPP Property to TPDC and provided TPDC with an option to
5 purchase it.

6 35. Plaintiff is informed and believes and thereupon alleges that in September 2004,
7 TPDC's affiliate, Tower Park, exercised the option and purchased the TPP Property from the
8 Hughes Trust for the purpose of developing and selling it.

9 36. Plaintiff is informed and believes and thereupon alleges that the Hughes Trust,
10 through affiliated entities Hughes Investment Partnership, LLC ("HIP") and MH Holdings II H,
11 LLC ("MH II") (collectively, the "Lenders"), financed 100% of the sale of the TPP Property to
12 Tower Park and loaned Tower Park millions more to finance the development of the TPP
13 Property and that the Lenders initially made three loans to Tower Park and TPDC (collectively,
14 the "Borrowers").

15 37. Plaintiff is informed and believes and thereupon alleges that the Borrowers failed
16 to repay the loans when they matured on December 31, 2007, and that, as a result, on or about
17 May 20, 2008, the Lenders recorded notices of default against the TPP Property.
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19 20 **The Tower Park Bankruptcy Case**

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22 38. Plaintiff is informed and believes and thereupon alleges that on July 11, 2008,
23 Tower Park filed a voluntary petition under chapter 11 of the U.S. Bankruptcy Code in the U.S.
24 Bankruptcy Court for the Central District of California as Case No. 2:08-bk-20298-BR (the
25 "Tower Park Bankruptcy Case") and that Tower Park's only asset was the TPP Property, which
26 it then valued at \$90 million.
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1 **Plaintiff's Introduction to the TPP Property and His Investments Therein**
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3 43. Around, 2010, Defendant Mahallawy, a mutual friend of Victorino and Plaintiff
4 whom Plaintiff had known in the Middle East, introduced Plaintiff to Victorino at the Montage
5 Beverly Hills.

6 44. That same evening, following the initial meeting at the Montage, Victorino,
7 Mahallawy and Plaintiff went to Victorino's home, a mansion in Beverly Hills. During the
8 meetings at the Montage and at Victorino's home, Victorino discussed the TPP Property with
9 Plaintiff.

10 45. In order to induce Plaintiff to invest \$10 million with Victorino, Victorino stated
11 that if Plaintiff invested such sum that Plaintiff would hold a 50% interest in the TPP Property, as
12 Victorino further claimed to Plaintiff that he owned and controlled 100% of the TPP Property
13 through LA Stars. Plaintiff is informed and believes and thereupon that both statements were
14 false at the time Victorino made them and that Victorino had no reasonable grounds to believe
15 such statements were true at the time that he made them.
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17 46. Plaintiff is informed and believes and thereupon that in order to further induce
18 Plaintiff's confidence to invest with Victorino and to cause Plaintiff to believe that Victorino was
19 very wealthy, Victorino made numerous other false statements to Plaintiff that evening,
20 including that he owned his home, when, in fact, he leased the property. Victorino had no
21 reasonable grounds to believe such statements were true at the time that he made them.

22 47. Plaintiff is informed and believes and thereupon that Mahallawy, also in order to
23 induce Plaintiff to invest \$10 million or more with Victorino, made false representations to
24 Plaintiff, intending for Plaintiff to rely on such statements, regarding how lucrative an
25 investment opportunity the TPP Property was at that time and further that Victorino, either
26 individually or through an entity owned or controlled by Victorino, owned 100% of the TPP
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1 Property. Plaintiff is informed and believes and thereupon that Mahallawy had no reasonable
2 grounds to believe such statements were true at the time that he made them.

3 48. Following his initial meeting with Victorino and Mahallawy, during 2010,
4 Plaintiff met on numerous occasions with Franco to discuss his potential investment with
5 Victorino in the TPP Property. Plaintiff is informed and believes and thereupon that in order to
6 further induce Plaintiff to invest with Victorino, Franco told Plaintiff that the TPP Property
7 would be an excellent investment. Plaintiff is informed and believes and thereupon that Franco,
8 intending Plaintiff to rely on such statements, knew that such representations were false at the
9 time that he made them, or he made the representations and that he had no reasonable basis to
10 believe them to be true..

11 49. On or around November 23, 2010, Plaintiff, unaware of the falsity of the
12 statements that Victorino, Franco and Mahallawy made to induce Plaintiff in order to induce him
13 to invest in the TPP Property, and believing such statements to be true, entered into an agreement
14 with LA Stars relating to Plaintiff's proposed investments in the TPP Property (the "First
15 Agreement"). Victorino executed the First Agreement as "Authorized Agent and Successor
16 Trustee of Advisors Trust, Managing Member of LA Stars, LLC."

17 50. Under the terms of the First Agreement, Plaintiff agreed to pay LA Stars \$20.0
18 million in exchange for a 50.0% interest in LA Stars, with the first payment of \$7.0 million to be
19 made on or before December 1, 2010, and the second payment of \$13.0 million to be made on or
20 before March 1, 2011. Following each payment, Victorino would cause Plaintiff to receive a
21 20% interest and a 30% interest, respectively, in LA Stars. For such initial aggregate investment
22 of \$20.0 million in LA Stars, defendants Victorino and LA Stars promised Plaintiff and pursuant
23 to the terms and conditions of the First Agreement promised Plaintiff that it would transfer a
24 50% equity interest in the TPP Property to Plaintiff and share equally 50%/50% in any and all
25 profits from the sale and/or development of the TPP Property. Subsequently, defendants
26 Victorino and LA Stars, in consideration of receiving an additional \$140 million USD from
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1 Plaintiff, promised and agreed to transfer LA Stars' remaining 50% equity ownership in the
2 Property to Plaintiff. In fact, neither LA Stars nor Victorino had any equity interest in the TPP
3 Property.

4 51. Prior to Plaintiff's execution of the First Agreement, Victorino represented to
5 Plaintiff that LA Stars owned and controlled 100% of the TPP Property. Plaintiff is informed
6 and believes and thereupon alleges that Victorino had no reasonable basis to believe that such
7 representation was true at the time that he made it and further that Victorino made such
8 representation with the intention of inducing Plaintiff to enter into the First Agreement and pay
9 the \$20.0 million to LA Stars. Believing the false representations to be true, Plaintiff in fact
10 Plaintiff entered into the First Agreement and complied with the terms thereof and invested
11 \$20.0 million in LA Stars by the dates stated therein.

12 52. Plaintiff is informed and believes and thereupon alleges that at the time Plaintiff
13 entered into the First Agreement with LA Stars and that at all times subsequent thereto, except
14 for the time period as alleged in paragraph 57-59, that:

15 (a) neither LA Stars nor Victorino owned or controlled 100% of the TPP Property,
16 contrary to the affirmative representations that Victorino and Franco had made to
17 Plaintiff;

18 (b) Tower Park owned 100% of the TPP Property;

19 (c) LA Stars held 40% of the membership interests in Tower Park;

20 (d) Rudich held 20% of the membership interests in Tower Park;

21 (e) Dickens held 40% of the membership interests in Tower Park; and

22 (f) Dickens was the sole manager of Tower Park and had exclusive authority for
23 making decisions pertaining to Tower Park and the TPP Property.
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25 53. At no time did Victorino, Franco, or Dickens inform Plaintiff, or any of Plaintiff's
26 agents or representatives, that anyone other than Victorino and/or an entity owned and controlled
27 by Victorino held title to the TPP Property.
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1 54. Furthermore, Victorino never disclosed to Plaintiff that he was a felon who had
2 been convicted of mail fraud and tax evasion.

3 55. Plaintiff is further informed and believes and thereupon alleges that as a
4 consequence of Victorino's convictions, that Victorino was subject to a federal criminal
5 restitution order which provided, among other things, that any and all assets of Victorino's were
6 subject to government seizure to pay victims of Victorino's crimes, and that as such, Victorino
7 could not own or control any real or personal property in his own right.

8 56. Plaintiff alleges that he would not have entered into the First Agreement or made
9 the payments due thereunder if he had known the truth that Victorino and/or an entity that he
10 owned and controlled in fact did not own 100% of the TPP Property and that Plaintiff further
11 would not have entered into the First Agreement and made the payments of \$20.0 million to LA
12 Stars if he had known of Victorino's conviction and of the criminal restitution order.

13 57. Plaintiff is further informed and believes and thereupon alleges that some time
14 after Plaintiff had entered into the First Agreement that Dickens transferred a controlling interest
15 in Tower Park to LA Stars and that as a result, Victorino became manager of Tower Park.
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17 58. Plaintiff is further informed and believes and thereupon alleges that shortly after
18 Victorino became manager of Tower Park that Tower Park, at Victorino's direction, conveyed a
19 number of parcels comprising a portion of the TPP Property to Tower Financial and the
20 Sherbourne Trust via grant deeds.

21 59. Plaintiff is further informed and believes and thereupon alleges that shortly after
22 the foregoing transfers that Dickens subsequently reclaimed his position as manager of Tower
23 Park.

24 60. Plaintiff is informed and believes and thereupon alleges that during the period
25 2011 to early 2013 that Tower Park, Victorino's LA Stars and the Lenders litigated multiple
26 disputes through adversary proceedings in the bankruptcy court. *See Hughes Inv. P'ship, LLC v.*
27 *LA Stars, LLC*, Adv. Pro. No. 11-02448 (Bankr. C.D. Cal.); *LA Stars, LLC v. Hughes Investment*
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1 *P'ship, LLC, et al.*, Adv. Pro. No. 12-01803 (Bankr. C.D. Cal.); *Tower Park Props., LLC v. MH*
2 *Holdings II H, LLC*, Adv. Pro. No. 12-01845 (Bankr. C.D. Cal.).

3 61. Plaintiff is informed and believes and thereupon alleges that in December, 2012,
4 the bankruptcy court ordered a mediation to see if issues which had arisen between the
5 Borrowers and the Lenders could be settled. Plaintiff is informed and believes and thereupon
6 alleges that at this time, Tower Park was the owner, the Hughes Trust held a first trust deed on
7 the TPP Property and that SCP held a second trust deed on the TPP Property and further that
8 SCP also had profit participation in the TPP Property.

9 62. Plaintiff is informed and believes and thereupon alleges that as a result of such
10 mediation, the Lenders entered into a settlement agreement with the Borrowers, SCP, LA Stars
11 and other individuals and entities (the "Lender Settlement Agreement") and that the Lender
12 Settlement Agreement provided, among other things, that the Tower Park Plan would be
13 modified, subject to the bankruptcy court's approval, by, among other things, conditionally
14 reducing the Borrowers' indebtedness to the Lenders from more than \$81.6 million to \$57.5
15 million. Plaintiff is informed and believes and thereupon alleges that such conditional reduction
16 would become effective only if the bankruptcy court approved them and if further conditions
17 were met.

18 63. In or around 2014, Plaintiff met Hyland, who represented to Plaintiff that
19 Victorino owned and controlled 100% of the TPP Property and who told Plaintiff that Plaintiff's
20 investment in and continued future investments in the TPP Property through Victorino had and
21 would have a "tremendous value." Hyland flew Plaintiff around the area in Hyland's helicopter,
22 showing all the Hilton & Hyland "success stories" and explained all the homes that would be
23 built and/or sold by Hyland, for tremendous profit, all for the benefit of Plaintiff. Attached
24 hereto as Exhibit 1 is a photograph taken on the day of the helicopter flight of Jake, Hyland, and
25 Plaintiff (from left to right).
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1 64. Plaintiff is further informed and believes and thereupon alleges that at the time
2 Hyland made representations to Plaintiff that Victorino owned and controlled 100% of the TPP
3 Property and that Plaintiff's then existing and continued future investments in the TPP Property
4 through Victorino had and would have a "tremendous value" that Hyland knew the falsity of the
5 representations and had no reasonable grounds for believing them to be true.

6 65. Plaintiff is further informed and believes and thereupon alleges that Hyland made
7 the representations with the intention of inducing Plaintiff to continue making further
8 investments in the TPP Property through Victorino.

9 66. But for the false representations by Hyland, Plaintiff would not have made further
10 investments in the TPP Property through Victorino as alleged herein.

11 67. In or about 2016, at Victorino's direction, Plaintiff transferred \$57.5 million by
12 wire to Chicago Title Escrow Company for purposes of tendering the balance due in accordance
13 with the terms of the Lender Settlement Agreement. Plaintiff is informed and believes and
14 thereupon alleges that the Lenders refused the balance due and challenged the terms of the
15 Lender Settlement Agreement.

16 68. During the period between 2016 after Plaintiff sent the \$57.5 million to Chicago
17 Title, Plaintiff was told on numerous occasions by Victorino, Franco, and Dickens that all the
18 such monies remained on deposit, either with Chicago Title Escrow Company at City National
19 Bank, or Comerica Bank.

20 69. Plaintiff is informed and believes and thereupon alleges that contrary to the
21 representations by Victorino, Franco, and Dickens, commencing during 2016 and thereafter,
22 Victorino and Franco used the \$57.5 million for their own personal benefit and to live a lavish
23 personal lifestyle as set forth above.

24 70. Since 2010, Plaintiff has transferred or otherwise paid at the direction of
25 Victorino and Victorino's representatives and agents, as alleged further herein, the amount of
26 \$163 million USD which Plaintiff intended to be, and Victorino and Victorino's representatives
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COMPLAINT

1 and agents represented, would be, for the sole purpose of investing in the TPP Property for
2 Plaintiff's benefit.

3 71. During the period from 2010-2016, Plaintiff visited Los Angeles on numerous
4 occasions for the purpose of, among other things, to meet with Victorino and Franco and their
5 representatives and agents pertaining to Plaintiff's investments in the TPP Property. During
6 those visits Plaintiff repeatedly asked Victorino and Franco what their resources were to afford
7 the lavish lifestyle that they led. Victorino and Franco responded that they had received a large
8 inheritance from Victorino's father.

9 72. Plaintiff is informed and believes and thereupon alleges that such statements
10 about an inheritance were all complete falsehoods, and that Victorino and Franco had no
11 reasonable basis to believe such statements were true and that in fact, all the assets that Victorino
12 and Franco had acquired, together with the expenses associated with their lavish lifestyle, were
13 funded entirely using the monies that Plaintiff had transferred at the direction of Victorino and
14 his agents and representatives for the sole purpose of paying off the amount due Lenders as set
15 forth in the Lender Settlement Agreement in order to obtain clear title to the TPP Property for
16 Plaintiff's benefit.

17 73. Plaintiff is informed and believes and thereupon alleges that also during this time
18 period, that Victorino arranged for the sale to Plaintiff of a condominium penthouse located at
19 10727 Wilshire Blvd., Los Angeles, California, from Victorino's alleged acquaintance, Mark
20 Ubin, and that Victorino claimed that the property was for sale at \$10 million and that an
21 additional one million dollars was needed to remodel the property. Victorino represented to
22 Plaintiff that he was doing Plaintiff a favor by enabling Plaintiff to acquire the property for a sum
23 that was substantially below its actual value.

24 74. Plaintiff is informed and believes and thereupon alleges that, in fact, the actual
25 price that Ubin was selling the property for was \$6.9 million and that Victorino personally
26
27
28

1 pocketed \$3.1 million, which is the difference between the \$11.0 million actually paid by
2 Plaintiff for the property and the amount of \$6.9 million that Victorino caused to be paid to Ubin.

3
4 **Tower Park's Transfer of the TPP Property to SCP**

5
6 75. Plaintiff is informed and believes and thereupon alleges that following Tower
7 Park's emergence from bankruptcy, and while disputes with the Lenders were still ongoing,
8 Tower Park entered into purported loan agreements with SCP and pledged the TPP Property as
9 collateral for one of the loans, all without notice to the Lenders and in violation of the provisions
10 of the Borrowers' loan agreements with the Lenders.

11
12 76. Plaintiff is informed and believes and thereupon alleges that on or about May 2,
13 2012, that SCP loaned Tower Park another \$4 million and that such loan was increased to \$6
14 million on October 11, 2012 and further that SCP loaned Tower Park an additional \$5 million on
15 or about January 4, 2013.

16
17 77. Plaintiff is informed and believes and thereupon alleges that on or about May 3,
18 2013, Tower Park entered into an agreement with Beverly Hills Real Estate Holdings, LLC, an
19 entity controlled by the Victorino and Franco, under which Beverly Hills Real Estate Holdings
20 would pay \$4 million to Tower Park, in return for which Tower Park granted Beverly Hills Real
21 Estate Holdings an option to purchase the TPP Property (the "TPP Option").

22
23 78. Plaintiff is informed and believes and thereupon alleges that SCP acquired the
24 TPP Option and that in 2016, SCP exercised the TPP Option and pursuant thereto, Tower Park
25 transferred all of its right, title and interest in the TPP Property to SCP by way of a grant deed
26 that was recorded in the Official Records of the Los Angeles County Recorder's Office on July
27 20, 2016.

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1 **The Foreclosure Litigation**

2
3 79. Plaintiff is informed and believes and thereupon alleges that in October 2016,
4 after a third party informed the Lenders about the unauthorized transfer of the TPP Property to
5 SCP, Lender HIP commenced both a judicial foreclosure action in Superior Court as well as a
6 non-judicial foreclosure proceeding with respect to its deed of trust on the TPP Property.
7

8 80. Plaintiff is informed and believes and thereupon alleges that SCP, the Borrowers
9 and HIP litigated issues pertaining to the foreclosure actions for a period of years.

10 81. Plaintiff is informed and believes and thereupon alleges that following completion
11 of such litigation, in January 2019, the Lenders caused First American Title Insurance Company
12 to record Notices of Trustee’s Sale as to all four of the Lenders’ deeds of trust and that following
13 such recordings that the Borrowers and SCP again sought injunctive relief to bar the Lenders
14 from foreclosing on the TPP Property, that such relief was denied, and that thereafter SCP filed a
15 voluntary petition under chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court
16 for the Central District of California as case number 2:19-bk-16243-BR (the “SCP Bankruptcy”).

17 82. Plaintiff is informed and believes and thereupon alleges that the SCP Bankruptcy
18 was dismissed on July 25, 2019.

19 83. Plaintiff is further informed and believes that the TPP Property was sold at a
20 trustee’s sale on August 20, 2019.

21 84. On or around August 8, 2019, during a telephone call with Victorino, that
22 Victorino instructed Plaintiff to send monies in the sum of \$39 million as directed by Richards,
23 Victorino’s attorney. Victorino told Plaintiff, that in order to prevent the TPP Property from
24 being foreclosed upon that the underlying loans secured by the TPP Property would need to be
25 paid back and that the amount then outstanding was approximately \$70 million. Plaintiff told
26 Victorino that he didn’t have sufficient funds available at that time.
27
28

1 85. A few days later, Plaintiff again spoke with Victorino by telephone. During that
2 conversation Victorino told Plaintiff that the lenders had agreed that Plaintiff could pay \$39
3 million now and \$31 million at the end of December, and if he paid before that, he would get
4 \$10,000 per day discount off the \$31 million due.

5 86. Plaintiff is informed and believes and thereupon alleges that Victorino made such
6 representations in order to induce Plaintiff to send him \$39 million, that such representations
7 were false when Victorino made them in that no such arrangements had ever been made with any
8 of the Lenders relating to the TPP Property, and further that Victorino had no reasonable basis to
9 believe that such representations were true at the time that he made them.

10 87. Plaintiff is informed and believes and thereupon alleges that at the time Victorino
11 made the false representations about the arrangements with the lenders, that the amount due on
12 the underlying loan obligations secured by the TPP Property was in excess of \$162 million.
13 Victorino failed to disclose such encumbrances to Plaintiff.

14 88. Induced by and unaware of the falsity of the representations, upon receipt of the
15 wire instructions and request for funds from Richards, on or about August 9, 2019, at Plaintiff's
16 direction, Plaintiff's agent Anwar Mohd Aljaber Al-Sabah immediately wired \$39 million to
17 City National Bank for beneficiary Chicago Title Company in order that the funds be used to pay
18 the underlying loans secured by the TPP Property and prevent foreclosure thereof.

19 89. Plaintiff is informed and believes and thereupon alleges that Richards

20 90. Had Plaintiff been aware of the falsity of the representations and of the
21 nondisclosures by Richards, Plaintiff would not have sent any money.

22 91. Plaintiff is informed and believes and thereupon alleges that in and around July
23 through August, 2019, Mahallawy, was aware that Victorino and Franco were using the monies
24 remitted by Plaintiff, for undisclosed, and not agreed upon, purposes, and that Mahallawy never
25 disclosed this information to Plaintiff in order to enable the continued fraud by defendants and to
26 further induce Plaintiff to remit additional monies to Victorino.
27
28

1 92. On numerous occasions, during July through August, 2019, Plaintiff spoke with
2 Mahallawy, on the phone, in Los Angeles, and, on each occasion, Plaintiff stated to Mahallawy
3 that he was unable to get in touch with Victorino. Mahallawy stated to Plaintiff that Victorino
4 could not be reached, and that he, Mahallawy, had not been in communication with Victorino for
5 some time. Plaintiff is informed and believes and thereupon alleges that in every instance that
6 Mahallawy's statements were false, as Mahallawy was frequently communicating with Victorino
7 via text messaging, if not via other means, including in person, or telephonically.

8 93. Plaintiff is informed and believes and thereupon alleges that in furtherance of
9 their fraud, in order to cause Mahallawy to make the false statements to Plaintiff at their initial
10 meeting as referenced in paragraph 47 above, and in order to cause Mahallawy to state that he
11 was unable to communicate with Victorino and in order that he not disclose his knowledge of
12 Victorino's and Franco's misuse of Plaintiff's monies, that Victorino and Franco used monies
13 remitted by Plaintiff to pay to Mahallawy an undisclosed sum believed to be \$500,000 or more
14 and further that Victorino and Franco allowed Mahallawy to live in the real property commonly
15 known as 1129 Larrabee Street, Apt. 14, West Hollywood, CA 90069, which property was
16 purchased using Plaintiff's monies.
17

18 **DAMAGES**

19
20 94. As set forth herein, Plaintiff has suffered damages, in excess of \$163 million
21 USD.

22 95. Plaintiff has also suffered special damages, provable with specificity at least as to
23 the value of Plaintiff's equity position relative to the TPP Property. Based on conservative
24 estimates, if the real property had been developed commensurate with the location, and
25 comparable developments in that area, conservative estimates would project that Plaintiff would
26 have doubled the initial investment, resulting in a \$320 million gross profit from Plaintiff's
27 initial investment.

COMPLAINT

1 96. As a result of the acts set forth herein, Plaintiff also has suffered emotional
2 distress damages.

3 97. As a result of numerous, repeated malicious acts, including intentional
4 misrepresentation, among others, Plaintiff is entitled to at least treble damages based on full
5 compensatory damages recovery, resulting in damages in excess of \$480 million.
6

7
8 **FIRST CAUSE OF ACTION**

9 **(For Breach of Contract – against Defendants VICTORINO NOVAL, an individual, also**
10 **known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR DEAN**
11 **NOVAL, VICTOR FRANCO NOVAL, an individual, LA STARS, LLC, a California**
12 **limited liability company and Does 1-10, inclusive)**

13
14 98. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
15 through 97, inclusive, and by this reference incorporates the same herein as though fully set
16 forth.

17 99. As set forth hereinabove, defendants named in this cause of action entered into
18 multiple agreements with Plaintiff, including, but not limited to, the First Agreement between
19 LA Stars and Plaintiff (all such agreements, including the First Agreement, collectively, the
20 “TPP Investment Agreements”).

21 100. Plaintiff performed all of the promises, covenants and conditions he agreed to
22 perform in accordance with the terms of the TPP Investment Agreements, by, among other
23 things, remitting monies in excess of \$163 million USD to defendants for use in financing the
24 purchase and/or development of the TPP Property, except for those promises, covenants and
25 conditions excused by the acts or omissions of defendants named in this cause of action.
26

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1 101. Under the terms of the First Agreement, LA Stars was to give Plaintiff a 50%
2 ownership interest in LA Stars in exchange for the \$20 million USD that Plaintiff paid to LA
3 Stars.

4 102. Plaintiff is informed and believes and thereupon alleges that under the terms of
5 the First Agreement, LA Stars represented that it owned 100% of the TPP Property. LA Stars
6 defaulted under the terms of the First Agreement by, among other things, failing to hold a 100%
7 interest in the TPP Property.

8 103. Plaintiff is informed and believes and thereupon alleges that defendants named in
9 this cause of action also defaulted under the terms of the TPP Investment Agreements by, among
10 other things, failing to use the monies remitted by Plaintiff for the purposes required under the
11 TPP Investment Agreements, including, but not limited to, failing to use such funds for: the
12 purchase and/or development of the TPP Property and for paying off the underlying loans that
13 were secured by the TPP Property in order to acquire clean and unencumbered title to and
14 ownership of the TPP Property.

15 104. Plaintiff is informed and believes and thereupon alleges that defendants named in
16 this cause of action also defaulted under the terms of the TPP Investment Agreements by
17 wrongfully selling, transferring or otherwise converted the monies remitted by Plaintiff to their
18 own use without Plaintiff's knowledge or consent without paying off the underlying loans that
19 were secured by the TPP Property.

20 105. As a result of the foregoing defaults under the terms of the TPP Investment
21 Agreements, Plaintiff has been materially damaged and is entitled to judgment against each of
22 the foregoing defendants named in this causes of action according to proof at the time of trial or
23 entry of judgment, which is an amount in excess of \$163 million USD.

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1 **SECOND CAUSE OF ACTION**

2 **(For Fraud & Deceit – against all Defendants, and Does 1-20, inclusive)**

3
4 106. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
5 through 105, inclusive, and by this reference incorporates the same herein as though fully set
6 forth.

7
8 107. Plaintiff is informed and believes, and thereon alleges, that defendants, and each
9 of them, knowingly and willfully conspired and agreed among themselves, through oral and
10 written communications, to defraud Plaintiff by utilizing the false pretense by promising that that
11 LA Stars did owned 100% of the TPP Property, that they would use all the monies that Plaintiff
12 remitted to them and at their direction for the exclusive benefit of Plaintiff to pay off the
13 underlying loans secured by the TPP Property and/or for purchase of and/or development of the
14 TPP Property in order to induce Plaintiff to remit additional monies to said defendants, all the
15 while never intending to pay off such loans or use all of the monies as they represented and
16 promised.

17 108. Plaintiff is informed and believes, and thereon alleges, that in furtherance of their
18 fraudulent conspiracy, that defendants represented and warranted to Plaintiff that defendant LA
19 Stars owned 100% of the TPP Property and further that defendants had used and would continue
20 to use the monies that had been and would be remitted by Plaintiff for the exclusive benefit of
21 Plaintiff to pay off the underlying loans secured by the TPP Property and/or for purchase of
22 and/or development of the TPP Property and further that defendants misrepresented the financial
23 status of the TPP Property and the potential profitability of Plaintiff's investment in and for the
24 TPP Property.

25 109. Plaintiff, at the time that said representations were made by defendants, and at the
26 time Plaintiff took the action herein alleged, was ignorant of the falsity of the said
27 representations and believed them to be true. In reliance on the said representations, Plaintiff
28

1 was induced to, and did, invest and remit to defendants LA Stars and to other defendants, at the
2 instruction and direction of Victorino, Richards and Franco, monies as alleged hereinabove in an
3 amount exceeding \$163 million USD.

4 110. Plaintiff is informed and believes, and thereon alleges, that the representations
5 made by defendants, and each of them, were, in fact, false, and were known by defendants to be
6 false when they were made. Plaintiff is further informed and believes, and based thereon alleges,
7 that the true facts were as alleged hereinabove, including, but not limited to, that LA Stars did
8 not own 100% of the TPP Property, that the TPP Property was significantly encumbered, that an
9 investment in the TPP Property was not as profitable as represented by defendants, that
10 Plaintiff's funds were not being and would not be utilized as represented by defendants, and that
11 defendants did not intend to abide by the terms of the TPP Investment Agreements, among
12 numerous other representations.

13 111. In reasonable reliance on the foregoing representations, and before Plaintiff
14 received notification of the falsity of said representations, Plaintiff remitted to defendants,
15 monies as alleged hereinabove in an amount exceeding \$163 million USD. Had Plaintiff known
16 the actual facts, he would have refused to make said remittances.

17 112. Plaintiff's reliance on the foregoing representations was justified because Plaintiff
18 did not know, nor could he have known, of defendants' fraudulent conspiracy to defraud Plaintiff
19 as alleged herein.

20 113. As a direct and proximate result of the acts and conduct of defendants, as alleged
21 herein, Plaintiff has been damaged in the amount to be proven at time of trial or entry of
22 judgment, which is an amount in excess of \$163 million USD.

23 114. In doing the acts alleged herein, defendants acted despicably with oppression,
24 fraud and malice, and with the intent to harm Plaintiff, and Plaintiff is therefore entitled to
25 punitive damages an amount to be proven at time of trial or entry of judgment in a sum sufficient
26 to punish defendants, which is an amount in excess of \$163 million USD.
27
28

1 **THIRD CAUSE OF ACTION**

2 **(For Negligent Representation – against all Defendants, and Does 1-30, inclusive)**

3
4 115. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
5 through 114, inclusive, and by this reference incorporates the same herein as though fully set
6 forth.

7
8 116. Defendants, at the time they made the representations set forth hereinabove,
9 including, but not limited to, that LA Stars owned 100% of the TPP Property and further that
10 defendants had used and would continue to use the monies that had been and would be remitted
11 by Plaintiff for the exclusive benefit of Plaintiff to pay off the underlying loans secured by the
12 TPP Property and/or for the purchase of and/or development of the TPP Property and further that
13 Plaintiff's investment in and for the TPP Property would be very significantly profitable to
14 Plaintiff, had no reasonable ground for believing them to be true, in that said defendants knew, or
15 reasonably should have known, that the true facts were as set forth hereinabove, including, but
16 not limited to, including, but not limited to, that the TPP Property was significantly encumbered,
17 that an investment by Plaintiff in the TPP Property was not as profitable as represented by
18 defendants, that Plaintiff's funds were not being utilized as represented by defendants, and that
19 defendants did not intend to abide by the terms of the TPP Investment Agreements, among
20 numerous other representations.

21 117. In reasonable reliance on upon defendants' representations, and before Plaintiff
22 received notification of the falsity of said representations, Plaintiff remitted and invested funds in
23 an amount exceeding \$163 million USD. Had Plaintiff known the actual facts, he would have
24 refused to remit and invest any of such funds.

25 118. The representations set forth in paragraph 107 were made with the intent that
26 Plaintiff rely on such representations.

1 Investment Agreements, including, but not limited to, having the monies that Plaintiff remitted to
2 said defendants used for purposes provided by the TPP Investment agreements.

3 126. Plaintiff was harmed by said defendants' conduct in an amount to be proven at
4 time of trial or entry of judgment, which is an amount in excess of \$163 million USD.
5

6 **FIFTH CAUSE OF ACTION**

7 **(For Promissory Estoppel – against Defendants VICTORINO NOVAL, an individual, also**
8 **known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR DEAN**
9 **NOVAL, VICTOR FRANCO NOVAL, an individual, LA Stars, LLC, a California limited**
10 **liability company, and Does 1-50, inclusive)**
11

12
13 127. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
14 through 126, inclusive, and by this reference incorporates the same herein as though fully set
15 forth.

16 128. Named defendants to this cause of action made a clear and unambiguous promise
17 to Plaintiff, when said defendants and their representatives and agents entered into the TPP
18 Investment Agreements with Plaintiff, pertaining to Plaintiff's investment in the TPP Property,
19 the terms of which are set forth in the various agreements that constitute the TPP Investment
20 Agreements.

21 129. Said defendants, and each of them, breached the promises contained in the TPP
22 Investment Agreements, when said defendants breached their duties and obligations under the
23 terms of the TPP Investment Agreements, as set forth hereinabove.

24 130. In remitting the \$163 million to said defendants as requested by said defendants
25 and pursuant to the terms and conditions of the TPP Investment Agreements, Plaintiff relied
26 upon the representations that said defendants made to Plaintiff as set forth hereinabove.
27
28

1 **NOVAL; HANNAH NOVAL, an individual; LA STARS, LLC, a California limited**
 2 **liability company; FARZAD TONY TOUTOUNI, an individual; REXFORD TRUST, a**
 3 **California Irrevocable Trust; SHERBOURNE TRUST, a California trust; BEVERLY**
 4 **HILLS REAL ESTATE HOLDINGS, LLC, a California limited liability company; 8484**
 5 **WILSHIRE BLVD., LLC, a California limited liability company, and Does 1 through 70,**
 6 **inclusive)**

7
 8 136. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
 9 through 135, inclusive, and by this reference incorporates the same herein as though fully set
 10 forth.

11 137. Plaintiff is informed and believes, and based thereon alleges, that each of the
 12 defendants named in this cause of action, through their fraudulent conspiracy and conduct, as
 13 alleged herein, wrongfully obtained, transferred, secreted, absconded with, or otherwise
 14 converted the monies that Plaintiff remitted to said defendants for the exclusive purpose of
 15 paying off the underlying loans secured by the TPP Property and/or for purchase and/or
 16 development of the TPP Property. Plaintiff is further informed and believes, and based thereon
 17 alleges, that said defendants substantially interfered with Plaintiff's monies and the purposes for
 18 which said monies were intended by Plaintiff by knowingly or intentionally converting said
 19 monies for their own use by engaging in the acts alleged hereinabove, specifically in paragraph
 20 30, and by purchasing for their own use the real properties and personal property listed in
 21 Exhibit 2 attached hereto and incorporated herein by this reference.

22 138. Plaintiff is further informed and believes, and based thereon alleges that defendant
 23 Victorino, through defendant Franco, transferred Plaintiff's monies to defendants Hunter Noval,
 24 Jake Noval, also known as Jake H Noval and Hannah Noval for their use and benefit and that
 25 such defendants Hunter Noval, Jake Noval and Hannah each converted such monies for their
 26 own use and benefit by, among other things, purchasing exotic automobiles.
 27
 28

1 139. Plaintiff is informed and believes, and based thereon alleges, that defendant
2 Farzad Tony Toutouni converted Plaintiff's monies to his own use by using it to purchase a
3 marijuana enterprise in a building located in Long Beach, California, and by purchasing
4 machinery and equipment for said enterprise.

5 140. At no time did Plaintiff consent to said defendants using any of his monies for any
6 purpose other than for the exclusive purpose of paying off the underlying loans secured by the
7 TPP Property and/or for purchase and/or development of the TPP Property.

8 141. Plaintiff was harmed by said defendants' conduct in that, among other things, he
9 did not acquire a 100% interest in the TPP Property as he had been promised, the TPP Property
10 was sold at a trustee's sale on August 20, 2019.

11 142. Said defendants' conduct was a substantial factor in causing Plaintiff's harm.

12 143. Plaintiff is entitled to recover from said defendants the monies that he remitted to
13 said defendants, or the proceeds thereof, or an amount sufficient to indemnify Plaintiff for all
14 loss naturally, reasonably and proximately resulting from the conversion, plus compensation for
15 the time and money expended by Plaintiff in pursuit of said converted funds, all according to
16 proof at the time of trial or entry of judgment.

17 144. The conduct of said defendants, and each of them, was, and is, oppressive and
18 malicious, in conscious disregard of the rights of Plaintiff herein. Plaintiff is therefore entitled to
19 punitive damages against said defendants, and each of them, in a sum according to proof.
20

21 **EIGHTH CAUSE OF ACTION**

22 **(For Intentional Infliction of Emotional Distress – against Defendant VICTORINO**
23 **NOVAL, an individual, also known as VICTOR JESUS NOVAL and as VICTOR P**
24 **NOVAL and as VICTOR DEAN NOVAL, and Does 1 through 80, inclusive)**

25 145. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
26 through 144, inclusive, and by this reference incorporates the same herein as though fully set
27 forth.
28

1 146. As set forth hereinabove, defendant Victorino engaged in, instigated, and directed
2 a course of extreme and outrageous conduct, with the intention of causing Plaintiff emotional
3 distress, or with reckless disregard as to the probability that Plaintiff would suffer emotional
4 distress, knowing that Plaintiff was present when defendant Victorino engaged in said conduct.

5 147. As a proximate result of the act or acts alleged herein, Plaintiff suffered and
6 continues to suffer severe emotional distress, and defendant Victorino's conduct was a
7 substantial factor in causing Plaintiff's severe emotional distress.

8 148. As a result, Plaintiff is entitled to damages, including, punitive damages in an
9 amount to be proven at trial or entry of judgment.

10
11 **NINTH CAUSE OF ACTION**

12 **(For Violation of Business and Professions Code Section 17200, et seq. – against All**
13 **Defendants and Does 1 through 90, inclusive)**

14
15 149. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
16 through 148, inclusive, and by this reference incorporates the same herein as though fully set
17 forth.

18 150. As set forth hereinabove, defendants named in this cause of action have engaged
19 in one or more of the following: (1) an unlawful business act or practice; (2) an unfair business
20 act or practice; (3) a fraudulent business act or practice; (4) unfair, deceptive, untrue, or
21 misleading advertising; and (5) any act prohibited by Sections 17500-17577.5.

22 151. Plaintiff has been damaged by said acts of defendants as alleged hereinabove, and
23 as a result of defendants' wrongful conversion of Plaintiff's monies, Plaintiff has an interest in
24 such monies or proceeds thereof which are in possession of said defendants, and Plaintiff seeks
25 restitution, as a result of such damages.

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COMPLAINT

1 **TENTH CAUSE OF ACTION**

2 **(For Breach of Fiduciary Duty – against Defendant VICTORINO NOVAL, an individual,**
3 **also known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR**
4 **DEAN NOVAL, LA STARS, LLC, a California limited liability company, and Does 1**
5 **through 100, inclusive)**

6
7 152. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
8 through 151, inclusive, and by this reference incorporates the same herein as though fully set
9 forth.

10
11 153. As set forth hereinabove, defendants named in this cause of action had a fiduciary
12 relationship with and duty to Plaintiff, and had a duty to act with the utmost good faith in the best
13 interests of Plaintiff with respect to Plaintiff’s investments in the TPP Property, as managing
14 members of the various limited liability companies, including, but not limited to LA Stars,
15 among others, into which, at said defendants’ direction, Plaintiff conveyed funds, pursuant to the
16 terms and conditions of the TPP Investment Agreements.

17 154. As set forth herein, said defendants breached that duty, by, among other things,
18 using Plaintiff’s funds for uses which were not disclosed to or agreed to by Plaintiff, among
19 other things.

20 155. Plaintiff was damaged in in an amount to be proven at trial or entry of judgment
21 which is an amount in excess of \$163 million USD and is entitled to said damages, including
22 punitive damages in an amount to be proven at trial or entry of judgment which is an amount in
23 excess of \$163 million USD.

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1 **ELEVENTH CAUSE OF ACTION**

2 **(For Failure to Use Reasonable Care – against Defendant VICTORINO NOVAL, an**
3 **individual, also known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as**
4 **VICTOR DEAN NOVAL, LA STARS, LLC, a California limited liability company, and**
5 **Does 1 through 110, inclusive)**

6 156. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
7 through 155, inclusive, and by this reference incorporates the same herein as though fully set
8 forth.

9 157. The defendants named in this cause of action had an investment and fiduciary
10 relationship with Plaintiff;

11 158. Said defendants acted on Plaintiff’s behalf with respect to Plaintiff’s investments
12 in the TPP Property, as managing members of the various limited liability companies, including,
13 but not limited to LA Stars, among others, into which, at said defendants’ direction, Plaintiff
14 conveyed funds, pursuant to the terms and conditions of the TPP Investment Agreements;

15 159. As set forth hereinabove, said defendants failed to act as reasonably careful
16 investment representations would have acted under the same or similar circumstances;

17 160. Plaintiff was harmed, and said defendants’ conduct was a substantial factor in
18 causing Plaintiff’s harm.

19 161. Plaintiff was damaged in in an amount to be proven at trial or entry of judgment
20 which is an amount in excess of \$163 million USD and is entitled to said damages, including
21 punitive damages in an amount to be proven at trial or entry of judgment which is an amount in
22 excess of \$163 million USD.

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1 **TWELFTH CAUSE OF ACTION**

2 **(For Constructive Fraud – against Defendant VICTORINO NOVAL, an individual, also**
3 **known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR DEAN**
4 **NOVAL, LA STARS, LLC, a California limited liability company, and Does 1 through 120,**
5 **inclusive)**

6 162. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
7 through 161, inclusive, and by this reference incorporates the same herein as though fully set
8 forth.

9 163. As set forth hereinabove, defendants named in this cause of action had a
10 fiduciary duty to Plaintiff with respect to Plaintiff’s investments in the TPP Property, as
11 managing members of the various LLCs, including, but not limited to LA Stars, among others,
12 into which entity Plaintiff conveyed funds, as set forth in hereinabove pursuant to the TPP
13 Investment Agreements.

14 164. As set forth hereinabove, such defendants acted on Plaintiff’s behalf with respect
15 to Plaintiff’s investments pursuant to the TPP Investment Agreements and promised through oral
16 and written communications that LA Stars did not own 100% of the TPP Property, and that they
17 would use all the monies that Plaintiff remitted to them and at their direction for the exclusive
18 benefit of Plaintiff and for the exclusive purpose of paying off the underlying loans secured by
19 the TPP Property and/or for purchase of and/or development of the TPP Property in order to
20 induce Plaintiff to remit additional monies to said defendants.

21 165. Defendants knew, or should have known, that LA Stars did not own 100% of the
22 TPP Property, that the TPP Property was significantly encumbered, that an investment in the
23 TPP Property was not as profitable as represented by defendants and further that the monies that
24 Plaintiff remitted to them and at their direction for the exclusive benefit of Plaintiff to pay off the
25 underlying loans secured by the TPP Property and/or for purchase of and/or development of the
26 TPP Property were not and would not be used exclusively for those purposes and that defendants
27
28

1 did not intend to abide by the terms of the TPP Investment Agreements, among numerous other
2 representations.

3 166. Defendants mislead Plaintiff by failing to disclose to Plaintiff that LA Stars did
4 not own 100% of the TPP Property, that the TPP Property was significantly encumbered, that an
5 investment in the TPP Property was not as profitable as represented by defendants and further
6 that the monies that Plaintiff remitted to them and at their direction for the exclusive benefit of
7 Plaintiff to pay off the underlying loans secured by the TPP Property and/or for purchase of
8 and/or development of the TPP Property were not and would not be used exclusively for those
9 purposes and that such monies would be converted by said defendants for their own use as set
10 forth herein above, and that defendants did not intend to abide by the terms of the TPP
11 Investment Agreements.

12 167. Plaintiff was harmed by said defendants acts and misrepresentations as set forth
13 hereinabove and said defendants' conduct was a substantial factor in causing Plaintiff's harm.

14 168. Plaintiff is entitled to damages, including, punitive damages in an amount to be
15 proven at trial or entry of judgment which is an amount in excess of \$163 million USD.

16
17 **THIRTEENTH CAUSE OF ACTION**

18 **(For Money Had and Received – against Defendant VICTORINO NOVAL, an individual,**
19 **also known as VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR**
20 **DEAN NOVAL, LA STARS, LLC, a California limited liability company, and Does 1**
21 **through 130, inclusive)**

22 169. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
23 through 168, inclusive, and by this reference incorporates the same herein as though fully set
24 forth.

25 170. Within the past three months, and as a continuing act of receiving money from
26 Plaintiff since 2010 for the purported purposes of using such monies for the exclusive benefit of
27 Plaintiff to pay off the underlying loans secured by the TPP Property and/or for purchase of
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1 and/or development of the TPP Property as set forth herein above, defendants named in this
2 cause of action received money from Plaintiff which was intended by Plaintiff to be used
3 exclusively for said purposes.

4 171. Said monies were not used exclusively for the benefit of Plaintiff, nor have
5 defendants returned said monies to Plaintiff.

6 172. As a consequence of said defendants' actions as set forth hereinabove, there is
7 now due and owing from defendants, and their alter egos, to Plaintiff a sum in excess of \$163
8 million USD plus interest thereon at ten percent per annum from the date the money was
9 received by defendants.

10 **FOURTEENTH CAUSE OF ACTION**

11 **(For Injunction– against Defendants VICTORINO NOVAL, an individual, also known as**
12 **VICTOR JESUS NOVAL and as VICTOR P NOVAL and as VICTOR DEAN NOVAL;**
13 **VICTOR FRANCO NOVAL, an individual; RONALD RICHARDS, an individual;**
14 **SECURED CAPITAL PARTNERS, LLC, a California limited liability company;**
15 **HUNTER NOVAL, an individual; JAKE NOVAL, an individual, also known as JAKE H**
16 **NOVAL; LA STARS, LLC, a California limited liability company; FARZAD TONY**
17 **TOUTOUNI, an individual; REXFORD TRUST, a California Irrevocable Trust;**
18 **SHERBOURNE TRUST, a California trust; BEVERLY HILLS REAL ESTATE**
19 **HOLDINGS, LLC, a California limited liability company; 8484 WILSHIRE BLVD., LLC,**
20 **a California limited liability company, and Does 1 through 140, inclusive)**

21 173. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
22 through 172, inclusive, and by this reference incorporates the same herein as though fully set
23 forth.

24 174. Plaintiff requests that the Court issue a preliminary and permanent injunction
25 against the defendants named in this cause of action as to any further disposition by them, or a
26 transferee, of the assets or property which they have received by conversion and/or which they
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1 hold as constructive trustees for the benefit of Plaintiff as set forth in the fifteenth cause of action
2 below.

3 **FIFTEENTH CAUSE OF ACTION**

4 **(For Imposition of Constructive Trust – against defendants**

5 **VICTORINO NOVAL, an individual, also known as VICTOR JESUS NOVAL and as**
6 **VICTOR P NOVAL and as VICTOR DEAN NOVAL; VICTOR FRANCO NOVAL, an**
7 **individual; RONALD RICHARDS, an individual; SECURED CAPITAL PARTNERS,**
8 **LLC, a California limited liability company; HUNTER NOVAL, an individual; JAKE**
9 **NOVAL, an individual, also known as JAKE H NOVAL; LA STARS, LLC, a California**
10 **limited liability company; FARZAD TONY TOUTOUNI, an individual, also known as**
11 **TONY TOUTOUNI; REXFORD TRUST, a California Irrevocable Trust; SHERBOURNE**
12 **TRUST, a California trust; BEVERLY HILLS REAL ESTATE HOLDINGS, LLC, a**
13 **California limited liability company; 8484 WILSHIRE BLVD., LLC, a California limited**
14 **liability company Does 1 through 150, inclusive)**

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17 175. Plaintiff repeats and realleges all the allegations contained in Paragraphs 1
18 through 174, inclusive, and by this reference incorporates the same herein as though fully set
19 forth.

20 176. As set forth hereinabove, Plaintiff is informed and believes, and thereupon alleges
21 that, the defendants, through a combination of undue influence, misrepresentations of fact and
22 law, and/or other wrongful acts as set forth above, have converted or misappropriated for their
23 own use and benefit the monies that Plaintiff remitted to defendants which was for the exclusive
24 purpose of paying off the underlying loans secured by the TPP Property and/or for purchase
25 and/or development of the TPP Property, all for the exclusive benefit of Plaintiff.

26 177. Despite Plaintiff's demand, the defendants have, without just cause, failed and
27 refused to return funds representing the proceeds of defendants' conversion to Plaintiff.
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1 180. Plaintiff is informed and believes and based thereon alleges that said defendants,
2 and each of them, claim an interest adverse to Plaintiff in the real property set forth in Exhibit 2
3 hereof which is incorporated herein by this reference.

4 181. As set forth herein above, said defendants have acquired said real properties using
5 Plaintiff's monies that said defendants converted to their own use and benefit, and said
6 defendants hold such real properties as constructive trustees for the benefit of Plaintiff.

7 182. The claims of said defendants, and each of them, as to said real properties are
8 without any right whatsoever, and said defendants have no legal or equitable right, claim or
9 interest in said real properties.

10 183. Plaintiff therefore seeks as declaration as of the date of the filing of this action
11 that fee simple title to said real properties be vested in Plaintiff alone and that defendants, and
12 each of them, be declared to have no estate, right, title or interest in the real property, and that
13 defendants, and each of them, be forever barred from asserting any estate, right, title or interest
14 in said real properties adverse to Plaintiff.
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16 **PRAYER FOR RELIEF**

17
18 WHEREFORE, Plaintiff prays that judgment be entered in this action against Defendants
19 as follows:

20 **ON THE FIRST CAUSE OF ACTION**
21 **(For Breach of Contract):**

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23 1. For general and compensatory damages in an amount in excess of \$163 million,
24 according to proof;

25 2. For lost profits, in excess of \$326 million; and

26 3. For reasonable attorneys' fees and costs;

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**ON THE SECOND CAUSE OF ACTION
(For Fraud and Deceit):**

- 4. Judgment for general damages in an amount to be proven at trial of this action;
- 5. Judgment for punitive and exemplary damages in amount according to proof and in an amount to punish Defendants and to deter future misconduct;

**ON THE THIRD CAUSE OF ACTION
(For Negligent Misrepresentation):**

- 6. Judgment for general damages in an amount to be proven at trial of this action;

**ON THE FOURTH CAUSE OF ACTION
(For Breach of the Implied Covenant of Good Faith and Fair Dealing):**

- 7. For general and compensatory damages in excess of \$163 million, according to proof;
- 8. For prejudgment interest, at the maximum legal rate, on all amounts recovered, or from the date the sums were first due and owing; and

**ON THE FIFTH CAUSE OF ACTION
(For Promissory Estoppel):**

- 9. For general and compensatory damages in excess of \$163 million, according to proof;
- 10. For lost profits, in excess of \$326 million;

**ON THE SIXTH AND THIRTEENTH CAUSES OF ACTION
(For Unjust Enrichment and Money Had)**

- 11. For judgment against defendants in an amount not less than the amount of defendants' unjust enrichment and money had, plus interest thereon, in an amount to be proven at trial of this action Judgment for punitive and exemplary damages in amount according to proof and in an amount to punish defendants and to deter future misconduct;

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**ON THE SEVENTH CAUSE OF ACTION
(For Conversion)**

12. For the value of the monies remitted to defendants by Plaintiff, in excess of \$163 million USD, or proceeds thereof, with interest at the legal rate from that time, or an amount sufficient to indemnify Plaintiff for all loss naturally, reasonably and proximately resulting from the conversion, plus compensation for the time and money expended by Plaintiff in pursuit of the such monies, all according to proof at the time of trial or time of judgment;

13. Judgment for punitive and exemplary damages in amount according to proof and in an amount to punish defendants and to deter future misconduct;

**ON THE EIGHTH CAUSE OF ACTION
(For Intentional Infliction of Emotional Distress)**

- 14. Compensatory damages, in excess of \$163 million, according to proof at trial;
- 15. Judgment for punitive and exemplary damages in amount according to proof and in an amount to punish defendants and to deter future misconduct;
- 16. Attorney's fees and costs;
- 17. Prejudgment interest on all amounts claimed;

**ON THE NINTH CAUSE OF ACTION
(Violation of Business and Professions Code Section 17200, *Et seq.*):**

18. For the value of the monies remitted to defendants by Plaintiff, in an amount in excess of \$163 million, or proceeds thereof, with interest at the legal rate from that time, or an amount sufficient to indemnify Plaintiff for all loss naturally, reasonably and proximately resulting from the conversion, plus compensation for the time and money expended by Plaintiff in pursuit of the said monies, all according to proof at the time of trial or time of judgment;

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1 **ON THE TENTH AND ELEVENTH CAUSES OF ACTION**
2 **(For Breach of Fiduciary Duty and Failure to Use Reasonable Care)**

3 19. For the value of the monies remitted to defendants by Plaintiff, in an amount in
4 excess of \$163 million, or proceeds thereof, with interest at the legal rate from that time, or an
5 amount sufficient to indemnify Plaintiff for all loss naturally, reasonably and proximately
6 resulting from the conversion, plus compensation for the time and money expended by Plaintiff
7 in pursuit of the said monies, all according to proof at the time of trial or time of judgment;

8 20. Judgment for punitive and exemplary damages in amount according to proof and
9 in an amount to punish defendants and to deter future misconduct;

10 **ON THE TWELFTH ELEVENTH CAUSE OF ACTION**
11 **(For Constructive Fraud)**

12 21. For the value of the monies remitted to defendants by Plaintiff, in an amount in
13 excess of \$163 million, or proceeds thereof, with interest at the legal rate from that time, or an
14 amount sufficient to indemnify Plaintiff for all loss naturally, reasonably and proximately
15 resulting from the conversion, plus compensation for the time and money expended by Plaintiff
16 in pursuit of the said monies, all according to proof at the time of trial or time of judgment;

17 **ON THE FOURTEENTH CAUSE OF ACTION**
18 **(For Injunctive Relief)**

19 22. For a temporary restraining order and preliminary and permanent injunctions
20 prohibiting the defendants, and each of them, and their agents, officers, employees,
21 representatives, from directly or indirectly, transferring, directly or indirectly, any interest, by
22 sale, pledge, grant of security interest, assignment, or encumbering in any manner any tangible or
23 intangible assets or property that is subject to the conversion cause of action or constructive trust
24 cause of action herein.

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**ON THE FIFTEENTH CAUSE OF ACTION
(For Imposition of Constructive Trust)**

23. For judgment against defendants declaring that said defendants hold any and all diverted and secreted assets, and the proceeds thereof, derived from the wrongful conversion and misappropriation thereof from the Plaintiff, as constructive trustees for the benefit of Plaintiff;

**ON THE SIXTEENTH CAUSE OF ACTION
(For Quiet Title)**

24. For an order compelling defendants, and each of them, to transfer legal title to and possession of the real properties set forth in Exhibit 2 hereto and incorporated herein by this reference, to Plaintiff;

25. For a declaration and determination that Plaintiff is the rightful holder of fee simple title to said real properties and that defendants, and each of them, be declared to have no estate, right, title or interest in said real properties;

26. For a judgment forever enjoining defendants, and each of them, from claiming any estate, right, title or interest in said real properties;

27. For damages in an amount according to proof;

ON ALL CAUSES OF ACTION:

28. For costs of suit incurred herein; and

29. For such other and further relief as the Court deems just and proper.

Dated: September 9, 2019

LAW OFFICES OF MICHAEL L. TUSKEN


By: 
MICHAEL L. TUSKEN
Attorneys for Plaintiff

EXHIBIT 1



EXHIBIT 2

Real Properties Purchased using Plaintiff's Monies

Address of Real Property and APN	Current Title Holder
1129 Larrabee Street, Apt. 14 West Hollywood, CA 90069 APN 5560-023-067	Victor F. Noval, Victor F. Noval Trust
10727 Wilshire Blvd., PH3 Los Angeles, CA 90024 APN 4360-033-112	8484 Wilshire Blvd LLC (Victor Franco Noval is the member/manager)
10727 Wilshire Blvd., PH4 Los Angeles, CA 90024 APN 4360-033-113	
10727 Wilshire Blvd., Unit 402 Los Angeles, CA 90024 APN 4360-033-012	8484 Wilshire Blvd LLC (Victor Franco Noval is the member/manager)
215 South Bedford Drive Beverly Hills, CA 90212 APN 4328-019-004	Secured Capital Partners LLC (Victor Franco Noval is the manager/member)
1124 Marilyn Drive Beverly Hills, CA 90210 APN 4328-019-004	Victor Franco Noval, Rexford Trust
1029 Westholme Ave. Los Angeles, CA 90024 APN 4360-012-024	Victor F. Noval, Victor F. Noval Trust
2458 North Euclid Avenue Upland, CA 91784 APN 1003-241-09-0000	

Personal Property Purchased using Plaintiff's Monies

Automobile, License Plate No. and VIN	Registered Owner
1954 Jaguar Lic. No. 101709Z VIN: S675020	Hannah Noval 1141 Summit Dr. Beverly Hills, CA 90210
2010 Bentley Lic. No. 6PWF853 VIN: SCBCU8ZA3AC064175	LA Stars, LLC Victorino Noval 31951 Via Flores San Juan Capistrano, CA 92675

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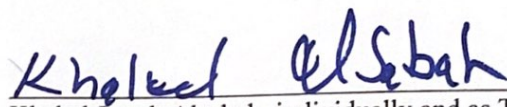
VERIFICATION

I, Khaled Jarrah Alsabah, the undersigned, individually and as Trustee of The Awal Trust, dated February 23, 2012, declare:

1. I am plaintiff in this action and am asserting the fifteenth cause of action of constructive trust and sixteenth cause of action to quiet title. I have read the Complaint in which those causes of action are alleged and know its contents.

2. The facts stated in the fifteenth cause of action of constructive trust and sixteenth cause of action to quiet title in the Complaint are true based on my own knowledge, except as to those facts that are alleged on information and belief and as to those facts, I believe them to be true. As to the legal citations and legal contentions alleged, I believe those allegations to be true, but have no personal knowledge of them.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Washington, D.C. on this ninth day of September 2019.


Khaled Jarrah Alsabah, individually and as Trustee
of The Awal Trust, dated February 23, 2012