

1 **Salar Atrizadeh, Esq. (SBN: 255659)**  
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Beverly Hills, CA 90212  
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Facsimile: 310-694-3057  
4 Email: salar@atrizadeh.com

5 Attorney for Plaintiff  
BETH BOGAERTS

6 **SUPERIOR COURT OF CALIFORNIA**  
7  
8 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

9 BETH BOGAERTS, an individual,

10 Plaintiff,

11 vs.

12  
13 THOMAS SCHOENBERGER, an  
individual, TREVOR FITZGIBBON, an  
14 individual, MANUEL CHAVEZ, an  
individual, MICHAEL LEVINE, an  
15 individual, and DOES 1 through 20,  
16 inclusive,

17 Defendants.

Case No.: 20STCV10636

*Assigned for all purposes to the Honorable  
Daniel S. Murphy [Dept.: 32]*

**DECLARATION OF BETH BOGAERTS**

1 **DECLARATION OF BETH BOGAERTS**

2 I, BETH BOGAERTS, declare that:

- 3 1. I am the Plaintiff in the above-listed legal action.
- 4 2. I am over the age of 18 and the following facts and circumstances are personally known to
- 5 me, and if called, I would competently testify thereto.
- 6
- 7 3. The following facts and circumstances are personally known to me, and if called, I would
- 8 competently testify thereto.
- 9 4. I am familiar with and have personal knowledge of all exhibits that are included within this
- 10 declaration (and related documents previously filed herein) since I personally prepared,
- 11 reviewed, and submitted them.
- 12 5. I hereby authenticate the exhibits that are attached hereto and incorporated by reference
- 13 herein.
- 14
- 15 6. On or about December 15, 2016, and May 25, 2017, I met the Defendants online and soon
- 16 after our meeting I was contacted by them and offered to enter into a mutually-beneficial
- 17 business transaction.
- 18 7. On or about October 3, 2017, after discussing the business model and related logistics, we
- 19 agreed to enter into the mutually-beneficial business transaction.
- 20 8. On or about October 3, 2017, we formed a legal entity called ShadowBox Strategies, Inc.
- 21 which was registered as a corporation in the State of Delaware.
- 22
- 23 9. Defendants designated the corporation's principal place of business at 4415 Westchester
- 24 Drive, Woodland Hills, California 91364.
- 25 10. On or about July 22, 2017, and continuing for several months thereafter, I extended a series
- 26 of personal loans (collectively "Personal Loans") towards Defendant Trevor Fitzgibbon.
- 27
- 28 11. I made the Personal Loans with the condition to repay them upon my request or within a
- reasonable time.

1 12. I have extended a total of Ten Thousand Eight-Hundred Ninety-Nine Dollars and Ninety-  
2 Nine Cents (\$10,899.99) towards Trevor Fitzgibbon as a personal loan. Attached hereto as  
3 Exhibit "A" is a true and correct copy of the relevant documents.

4 13. Mr. Fitzgibbon used the cell phone number 706-308-7372 to ask for Personal Loans or to  
5 notify me when he received them through verbal conversations or text messages which  
6 were verified through a third-party search company and his personal photographs. See  
7 Exhibit "A" for reference.

9 14. A few examples of the Personal Loans I provided are as follows:

- 10 a. On or about July 22, 2017, I made a Personal Loan where Mr. Fitzgibbon asked for  
11 One Hundred and Fifty Dollars (\$150) so he could stay in a hostel for a few nights  
12 in New York City.
- 13 b. On or about July 24, 2017, he asked me for One Thousand Dollars (\$1,000) to help  
14 with a family emergency which I loaned him from my UBS account in the form of a  
15 check.
- 16 c. On or about October 2, 2017, Mr. Fitzgibbon texted: "Can you cash app me 40  
17 dollars thats all i need 40 for the airbnb actually 35" in which we then talked on the  
18 phone and agreed that I would send him One Hundred Dollars (\$100).

19 15. The rest of the Personal Loans follows the same deceitful pattern.

20 16. On April 30, 2020, Manuel Chavez executed an affidavit ("Affidavit") to outline his  
21 testimony in this pending legal action. Attached hereto as Exhibit "B" is a true and correct  
22 copy of the Affidavit.

23 17. Mr. Chavez has confirmed he has personal knowledge regarding the Personal Loans made  
24 towards Mr. Fitzgibbon.

25 18. For example, in paragraphs 10-16, Mr. Chavez testified that I provided the Personal Loans  
26 towards Mr. Fitzgibbon.  
27  
28

- 1 19. In paragraph 35, Mr. Chavez testified that he was aware of and had witnessed my  
2 transferring of funds to Defendants via the Square Cash Application and Bank Drafts.
- 3 20. In paragraph 39, Mr. Chavez also testified that he witnessed Mr. Fitzgibbon telling me he  
4 would repay the Personal Loans he took from me.
- 5 21. On or about April 4, 2018, Mr. Fitzgibbon wrote an email to me and promised to repay me  
6 after he settled a separate lawsuit against a third party.
- 7 22. Mr. Fitzgibbon's email account of [VoxVeritas@protonmail.com](mailto:VoxVeritas@protonmail.com) has been confirmed to  
8 belong to him because it was used in official court documents in another lawsuit entitled as  
9 Fitzgibbon v. Radack (Case No. 3:18-cv-00247-REP). Attached hereto as Exhibit "C" is a  
10 true and correct copy of the documents which include communications between his  
11 attorney, Steven S. Biss, Esq. and Defendant Jessica Radack, wherein Mr. Fitzgibbon is  
12 copied in the electronic message dated April 14, 2018.
- 13 23. On or about March 26, 2019, Mr. Fitzgibbon settled a separate lawsuit that he had filed  
14 against a third party and received approximately \$101,541 in consideration of settlement.  
15 However, even though he had promised to repay me as soon as he received the settlement  
16 funds, he did not offer to repay the Personal Loans at any time.
- 17 24. I was required to spend additional fees to file this legal action and to serve Defendant  
18 Trevor Fitzgibbon. The additional costs equate to \$629.60 which includes the court filing  
19 fees, e-filing fees, and process server fees.
- 20 25. Therefore, based on the foregoing, Mr. Fitzgibbon's actions have resulted in financial  
21 damages equating to \$11,529.59.
- 22 26. I respectfully request from this Honorable Court to grant my Application for Court  
23 Judgment and issue the requested order against Mr. Fitzgibbon.
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I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on July 7, 2020, in Los Angeles, California.

  
BETH BOGAERTS

# **EXHIBIT "A"**

**Trevor Fitzgibbon**

**Cash App: \$8,899.99**

**UBS checks: \$2000**

**Total:**

**\$10,899.99**

**Emails or Text Message examples that state it was a loan or that Mr. Fitzgibbon would pay me back**

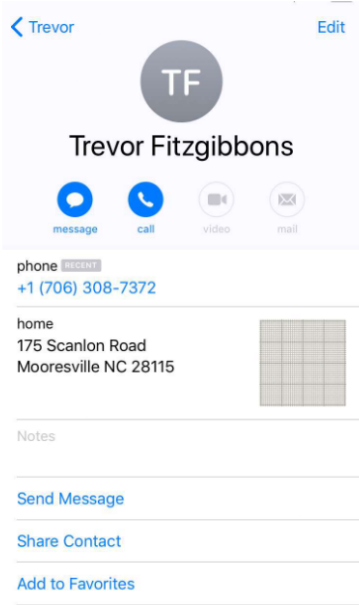


**Text Messages from that Mr. Fitzgibbon asking for Personal Loans**

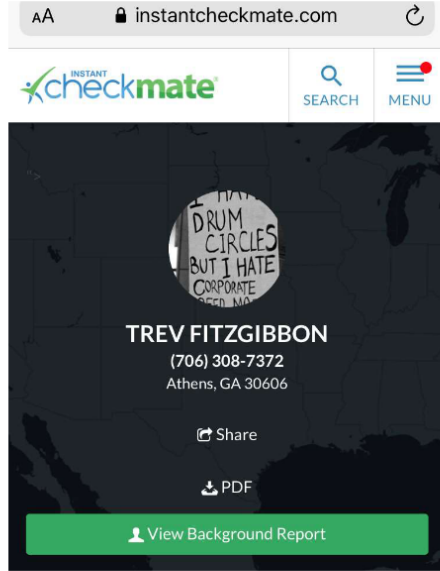
Mr. Fitzgibbon used the number (706)308-7372 to communicate through text messages and phone calls. I saved it in my contacts on my cell phone as Trevor Fitzgibbon (TF)

- Photo A is Mr. Fitzgibbons' Cell phone number saved into my contacts
- Photo B is from a third party service, [instantcheckmate.com](https://www.instantcheckmate.com), to verify the phone number belongs to Mr. Fitzgibbon
- Photo C is a photo Mr. Fitzgibbon had texted me showing his identity

A.



B.



C.



Text message on July 22, 2017, from Trevor Fitzgibbon (TF) thanking me for a personal loan of One Hundred Fifty Dollars (\$150). The money was sent by me for his use to rent a hostel for a few nights. I used an iPhone app provided by Square called the Cash App to send the loan.



Cash App receipt (labeled D) with additional bank statement (labeled E) for the loan dated July 22, 2017 for One Hundred Fifty Dollars (\$150). Also, Reference page 19 for larger detail on the Cash App and page 24 for larger detail on the bank statement.

D.

Trevor Fitzgibbon	For ❤️	Aug 8, 2017	-\$150
Trevor Fitzgibbon	For fun	Aug 2, 2017	-\$150
Trevor Fitzgibbon	For fun	Jul 22, 2017	-\$150

E.

**SUFFIX 90 STANDARD CHECKING**

BEGINNING BALANCE	6058.78		
DEPOSITS	17245.18		
CHECKS	420.00	TOTAL NUMBER CHECKS CLEARED	3
MISC DEBITS	3705.30		
MAINT/SERVICE CHGS	.00		
ENDING BALANCE	19178.66	YOUR AVERAGE DAILY BALANCE WAS	11342.96

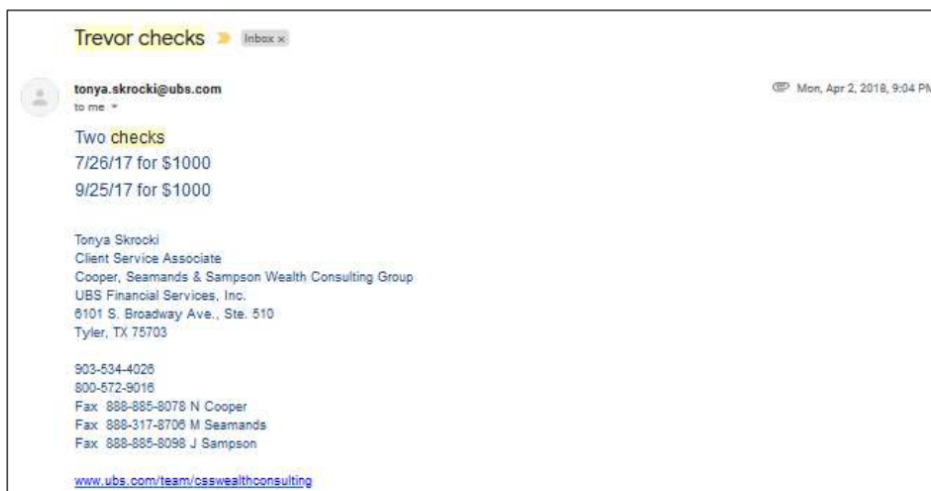
**TRANSACTIONS**

POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
06/30	07/01	DEBIT CARD PURCHASE GRINGOS MEXICAN KI ROSENBERG TXUS	-40.65
07/02	07/02	TFR TO LOAN #####14-74	-2077.27
07/03	07/03	DIRECT DEPOSIT SCHLUM-STCD PAYMENTS	730.46
07/05	07/05	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-206.04
07/06	07/06	SHARE DRAFT # 870	-135.00
07/05	07/07	DEBIT CARD PURCHASE CHICK-FIL-A #02102 ROSENBERG TXUS	-33.62
07/07	07/07	TFR TO LOAN #####14-74	-241.41
07/07	07/07	DIRECT DEPOSIT STC PAYROLL	4095.43
07/07	07/07	DEBIT CARD PURCHASE SQ *KRISTI JENKINS Richmond TXUS	-271.25
07/17	07/17	ACH TRANSACTION CITY OF ROSENBERUTIL BILL	-88.47
07/20	07/20	ACH TRANSACTION COMCAST COMCAST	-244.77
07/21	07/21	DIRECT DEPOSIT STC PAYROLL	12419.24
07/21	07/21	ACH TRANSACTION CPENERGY ENTEX ENT ACH DR	-25.39
07/21	07/21	SHARE DRAFT # 871	-135.00
07/22	07/23	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-150.00
07/24	07/24	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 075 TARGET -2205 ROSENBERG TX	-147.13

Text message on July, 25 2017 from Trevor Fitzgibbon (TF) alerting me that he had deposited a check from my UBS account of One Thousand Dollars (\$1000) that I had sent through UPS after Mr. Fitzgibbon had asked me for a personal loan to help with a family emergency.

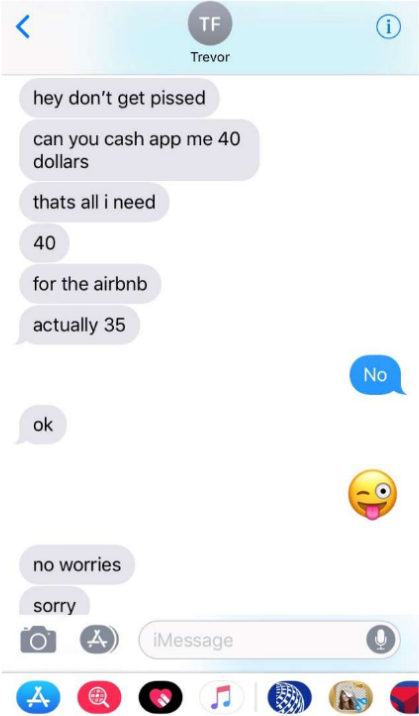


**Email from my financial advisor at UBS, verifying the dates of the checks that I had sent to Mr. Fitzgibbon as a personal loans including the check on July 26,2017, where Mr. Fitzgibbon had asked for a loan for a family emergency and another one on September 25, 2017. I sent Mr. Fitzgibbon two separate personal loans each for One Thousand Dollars (\$1000)**





Text message from Trevor Fitzgibbon (TF) on October 2, 2017, where he is asking for a loan stating, "Can you cash app me 40 dollars. thats all i need 40 for the airbnb actually 35" in which we then talked on the phone and agreed I would send him One Hundred Dollars (\$100).

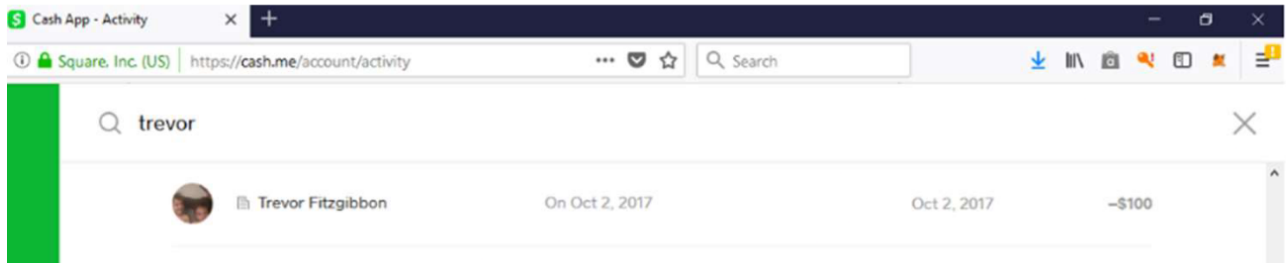


Cash App receipt with additional bank statement for the personal loan to Mr. Fitzgibbon on the date of October 2, 2017 for the Airbnb

ENDING BALANCE 13669.44 YOUR AVERAGE DAILY BALANCE WAS 10601.53

TRANSACTIONS

POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
10/02	10/02	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-158.21
10/02	10/02	SHARE DRAFT # 875	-300.00
10/02	10/03	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-100.00



Email from Mr. Trevor Fitzgibbon ([VoxVeritas@protonmail.com](mailto:VoxVeritas@protonmail.com)) on April 4, 2018 stating he would pay me back after his settlement in a separate third party lawsuit with Jesselyn Radack.

To verify the [VoxVeritas@protonmail.com](mailto:VoxVeritas@protonmail.com) is in fact Mr. Trevor Fitzgibbon please refer to his own lawsuit Fitzgibbon V Radack (Case 3:18-cv-247-REP) p. 46 of 47 where this Email is used to communicate between himself and His lawyer Steven Biss. Here Mr. Fitzgibbon is cced by his own attorney.

<https://reason.com/wp-content/uploads/2019/06/complaint.pdf>

Case 3:18-cv-00247-REP Document 12-2 Filed 04/29/18 Page 1 of 1 PageID# 149

**Steven S. Biss**

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**From:** "Steven S. Biss" <stevenbiss@earthlink.net>  
**Date:** Saturday, April 14, 2018 11:29 AM  
**To:** <Jess@exposefacts.org>  
**Cc:** "Steven Biss" <stevenbiss@earthlink.net>; "Trevor FitzGibbon" <VoxVeritas@protonmail.com>  
**Subject:** Spoliation Of Evidence

Ms. Radack,

You intentionally disregarded my preservation letter and spoliated evidence by deleting from your Twitter account every offending tweet of and concerning Trevor Fitzgibbon.

Email from Mr. Fitzgibbon ([VoxVeritas@protonmail.com](mailto:VoxVeritas@protonmail.com)) on April 4, 2018, acknowledging the personal loan for Ten Thousand Eight Hundred Eighty-Eight Dollars and Ninety-Nine Cents (\$10,899.99) and stating he would in fact pay me back after his settlement in a separate lawsuit with third party Jesselyn Radack.

**Revolution Fox** <foxfire2112@gmail.com> to VoxVeritas Apr 4, 2018, 5:23 AM

You owe me \$10,899.99 from the cash app which you have the receipts from and from my UBS account which I gave you 2 checks on 7/28/17 and 9/25/17 ... these were loans and need to be paid back.

Beth

\*\*\*

**VoxVeritas** <VoxVeritas@protonmail.com> to me Apr 4, 2018, 9:19 PM

Was any of this payments from our Shadowbox clients when i was working with you all? Regardless, as I always said to you, i will repay it. i will send all of this money to you as i am able to earn it. That will likely be out of the proceeds from the Radack suit. We are still living rent free with my wife's sister outside of Charlotte and while i have one client, im still trying to keep my head above water and get additional work.

\*\*\*

**Revolution Fox** <foxfire2112@gmail.com> to VoxVeritas Apr 5, 2018, 1:02 AM

You know I was never paid anything for either of those campaigns and I honestly don't think any of that is from the business but I will take \$1500 off just incase. I never touched the money from the Bo campaign and with Ed I need to check with another bank account that I had transferred all the money to pay Manny. I didn't pay anything from my UBS account. I loaned you that so you would be ok and I never did anything to deserve what you have done to me.

Also, Elizabeth was communicating with me until a week or so ago and it does not take a genius to figure out what happened... and I see you are still in contact with the people who attacked me.

Beth

**Settlement from Fitzgibbon vs Radack lawsuit where Mr. Fitzgibbon was awarded One Hundred One Thousand Five Hundred Forty-One Dollars and Fifty-Six Cents (\$101,541.56) was paid on or about March 26, 2019.**

Case 3:19-cv-00477-REP Document 62 Filed 02/10/20 Page 4 of 7 PageID# 623

a. Nothing in this Agreement shall constitute or be construed to be a covenant not to sue or a discharge, release or waiver of any actions, claims, causes of actions, rights of action or rights that Fitzgibbon may have against Angelo Carusone (@GoAngelo), Media Matters for America (MMFA), Charles Davis (@charliearchy), Melissa Byrne (@mcbyrne), Molly Haigh (@mollyhaigh), Sierra Pedraja-Mohammad (@sierrapedraja), Sean Carlson (@itssthatseanguy), UltraViolet, Brett Abrams, Unbendable Media, Andrew Stepanian (@sparrowmedia), Bailey Lamon (@UpTheCypherPunx), Raymond Johansen (@RayJoha2), and Deanna Zandt. All of Fitzgibbon's claims against such persons are expressly reserved and preserved, and nothing in this Agreement shall impair or abrogate those claims in any way.

b. Any sums recovered by Fitzgibbon in any future litigation against the persons identified in paragraph 6(a) shall not be reduced by the Settlement Amount paid by Radack under and pursuant to this Agreement.

7. **Payment of Settlement Amount.** Within 15 days of both Parties' execution of this Agreement, Radack will pay Fitzgibbon the amount of \$101,541.56 USD in full and final satisfaction of all claims and causes of action alleged in the Fitzgibbon Action and the Radack Bankruptcy Case (the "Settlement Amount"). Radack agrees to pay the Settlement Amount via check made payable to Steven S. Biss In Trust and sent to 300 West Main Street, Suite 102, Charlottesville, Virginia 22903. The Settlement Amount shall be held in trust pending Bankruptcy Court approval of the Parties' settlement and this Agreement.

**Trevor Fitzgibbon**

**Receipts**




Square Cash App

&

UBS email regarding the checks

**\$10,899.99**

Settings  
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New

	Trevor Fitzgibbon	For ❤️	Aug 8, 2017	-\$150
	Trevor Fitzgibbon	For fun	Aug 2, 2017	-\$150
	Trevor Fitzgibbon	For fun	Jul 22, 2017	-\$150

Type here to search



3:36 AM 10/29/2018



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**Beth**  
\$FoxFire2112

Activity  
\$36.00  
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Sign Out

New

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\$36.00

Q trevor

	Trevor Fitzgibbon	On Oct 2, 2017	Oct 2, 2017	-\$100
	Trevor Fitzgibbon	On Sep 20, 2017	Sep 20, 2017	-\$300
	Trevor Fitzgibbon	On Sep 13, 2017	Sep 13, 2017	-\$250
	Trevor Fitzgibbon	On Aug 29, 2017	Aug 29, 2017	-\$250
	Trevor Fitzgibbon	On Aug 21, 2017	Aug 21, 2017	-\$500
	Trevor Fitzgibbon	On Aug 19, 2017	Aug 19, 2017	-\$2,000
	Trevor Fitzgibbon	On Aug 18, 2017	Aug 18, 2017	-\$2,000
	Trevor Fitzgibbon	On Aug 18, 2017	Aug 18, 2017	-\$1,000
	Trevor Fitzgibbon	For ;)	Aug 11, 2017	-\$225

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19 TRANSACTIONS

	Trevor Fitzgibbon	On Nov 29, 2017	Nov 29, 2017	-\$250
	Trevor Fitzgibbon	On Nov 17, 2017	Nov 16, 2017	-\$250
	Trevor Fitzgibbon	For this is only to help with your phone.	Nov 15, 2017	-\$329.63
	Trevor Fitzgibbon	On Oct 30, 2017	Oct 30, 2017	-\$500.37
	Trevor Fitzgibbon	For you and Manny to have an appropriate go...	Oct 17, 2017	-\$50
	Trevor Fitzgibbon	On Oct 17, 2017	Oct 17, 2017	-\$50
	Trevor Fitzgibbon	On Oct 12, 2017	Oct 12, 2017	-\$500

Trevor checks  Inbox x



**tonya.skrocki@ubs.com**  
to me \*

 Mon, Apr 2, 2018, 9:04 PM

Two checks

7/26/17 for \$1000

9/25/17 for \$1000

Tonya Skrocki  
Client Service Associate  
Cooper, Seamands & Sampson Wealth Consulting Group  
UBS Financial Services, Inc.  
6101 S. Broadway Ave., Ste. 510  
Tyler, TX 75703

903-534-4026

800-572-9016

Fax 888-885-8078 N Cooper

Fax 888-317-8708 M Seamands

Fax 888-885-8098 J Sampson

[www.ubs.com/team/csswealthconsulting](http://www.ubs.com/team/csswealthconsulting)

**Bank Statements From Schlumberger Employees Credit  
Union (SECU) and Visa Statements**

# 2017

## SUFFIX 90 STANDARD CHECKING

BEGINNING BALANCE	6058.78		
DEPOSITS	17245.18		
CHECKS	420.00	TOTAL NUMBER CHECKS CLEARED	3
MISC DEBITS	3705.30		
MAINT/SERVICE CHGS	.00		
ENDING BALANCE	19178.66	YOUR AVERAGE DAILY BALANCE WAS	11342.96

### TRANSACTIONS

POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
06/30	07/01	DEBIT CARD PURCHASE GRINGOS MEXICAN KI ROSENBERG TXUS	-40.65
07/02	07/02	TFR TO LOAN #####14-74	-2077.27
07/03	07/03	DIRECT DEPOSIT SCHLUM-STCD PAYMENTS	730.46
07/05	07/05	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-206.04
07/06	07/06	SHARE DRAFT # 870	-135.00
07/05	07/07	DEBIT CARD PURCHASE CHICK-FIL-A #02102 ROSENBERG TXUS	-33.62
07/07	07/07	TFR TO LOAN #####14-74	-241.41
07/07	07/07	DIRECT DEPOSIT STC PAYROLL	4095.43
07/07	07/07	DEBIT CARD PURCHASE SQ *KRISTI JENKINS Richmond TXUS	-271.25
07/17	07/17	ACH TRANSACTION CITY OF ROSENBERUTIL BILL	-88.47
07/20	07/20	ACH TRANSACTION COMCAST COMCAST	-244.77
07/21	07/21	DIRECT DEPOSIT STC PAYROLL	12419.24
07/21	07/21	ACH TRANSACTION CPENERGY ENTEX ENT ACH DR	-25.39
07/21	07/21	SHARE DRAFT # 871	-135.00
07/22	07/23	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-150.00
07/24	07/24	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 075 TARGET -2205 ROSENBERG TX	-147.13
07/27	07/27	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 080 TARGET -2205 ROSENBERG TX	-104.44
07/26	07/28	DEBIT CARD PURCHASE CHICK-FIL-A #02102 ROSENBERG TXUS	-18.58
07/28	07/28	SHARE DRAFT # 872	-150.00
07/31	07/31	ACH TRANSACTION ALDER HOLDINGS LACHCUST	-56.28
07/31	07/31	INTEREST	.05

• Trevor Fitzgibbon

# 2017

MISC DEBITS	31956.36		
MAINT/SERVICE CHGS	.00		
ENDING BALANCE	-100.34	YOUR AVERAGE DAILY BALANCE WAS	7281.97

## TRANSACTIONS

	POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
	08/02	08/02	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-55.76
• Trevor Fitzgibbon	08/02	08/03	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-150.00
	08/03	08/03	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 161 TARGET -2205 ROSENBERG TX	-8.43
	08/03	08/03	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 160 TARGET -2205 ROSENBERG TX	-21.23
	08/04	08/04	DIRECT DEPOSIT STC PAYROLL	10157.23
	08/04	08/04	TFR TO LOAN #####14-74	-5975.45
	08/04	08/04	TFR TO SHARES #####14-00	-13125.02
	08/09	08/09	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 080 TARGET -2205 ROSENBERG TX	-97.38
• Trevor Fitzgibbon	08/08	08/09	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-150.00
	08/10	08/10	SHARE DRAFT # 873	-130.00
	08/10	08/11	DEBIT CARD PURCHASE DERM ASSOC OF TYLER TYLER TXUS	-780.00
• Trevor Fitzgibbon	08/11	08/12	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-225.00
	08/13	08/14	DEBIT CARD PURCHASE KROGER 24401 BRAZOS TOWN ROSENBERG TXUS	-26.35
	08/14	08/14	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-159.77
	08/14	08/14	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 084 TARGET -2205 ROSENBERG TX	-225.24
	08/14	08/14	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 113 TARGET -2205 ROSENBERG TX	-22.61
	08/14	08/14	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 162 TARGET -2205 ROSENBERG TX	-75.27
	08/15	08/15	ACH TRANSACTION CITY OF ROSENBERUTIL BILL	-64.29
	08/16	08/17	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-515.26
	08/17	08/18	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-125.64
	08/18	08/18	DIRECT DEPOSIT STC PAYROLL	3400.10
	08/18	08/18	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-61.32
• Trevor Fitzgibbon	08/18	08/19	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-2000.00
• Square Cash App	07/22	07/23	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-150.00

TRANSACTIONS

	POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
• Trevor Fitzgibbon	08/18	08/19	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-1000.00
	08/18	08/19	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-125.64
• Trevor Fitzgibbon	08/19	08/20	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-2000.00
	08/19	08/20	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-125.64
	08/20	08/21	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-171.75
	08/21	08/21	ACH TRANSACTION CPENERGY ENTEX ENT ACH DR	-29.01
	08/21	08/21	ACH TRANSACTION COMCAST CABLE	-244.79
	08/21	08/21	SHARE DRAFT # 847	-750.00
• Trevor Fitzgibbon	08/21	08/22	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-500.00
	08/21	08/22	DEBIT CARD PURCHASE PAYPAL *HALL713 402-935-7733 CAUS	-514.80
	08/22	08/22	DEBIT CARD PURCHASE KROGER 24401 BRAZOS TOWN ROSENBERG TXUS	-147.89
	08/23	08/24	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-141.35
	08/24	08/24	DEBIT CARD PURCHASE TARGET T-2205 23912 Commercial Dr Rosenberg TXUS	-115.90
	08/24	08/24	DEBIT CARD PURCHASE DILLARDS - 0777 FIR SUGARLAND TXUS	-173.74
	08/25	08/25	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 160 TARGET -2205 ROSENBERG TX	-12.85
	08/29	08/29	ACH TRANSACTION ALDER HOLDINGS LACHCUST	-56.28
	08/29	08/29	DEBIT CARD PURCHASE KROGER 24401 BRAZOS TOWN ROSENBERG TXUS	-202.32
• Trevor Fitzgibbon	08/29	08/30	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-250.00
	08/30	08/31	DEBIT CARD PURCHASE PAYPAL *OLIABIJ 402-935-7733 CAUS	-103.20
	08/30	08/31	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-1152.18
	08/30	08/31	DEBIT CARD PURCHASE SQ*669 6661378 . / CAUS	-1000.00
	08/31	08/31	NSF FEE FOR # 846 SHARE DRAFT # 846	-25.00
	08/31	08/31	INTEREST	.03

# 2017

MISC DEBITS 9768.09  
MAINT/SERVICE CHGS .00  
ENDING BALANCE 10389.29 YOUR AVERAGE DAILY BALANCE WAS 10001.41

## TRANSACTIONS

POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
09/01	09/01	DIRECT DEPOSIT STC PAYROLL	3539.95
09/01	09/01	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 160 TARGET -2205 ROSENBERG TX	-63.19
09/01	09/01	DEBIT CARD PURCHASE THE UPS STORE # 24200 SOUTHWEST FWY ROSENBERG TXUS	-108.32
09/01	09/01	DEBIT CARD PURCHASE SQ *KRISTI JENKINS Sugar Land TXUS	-90.00
09/01	09/01	TFR FROM SHARES #####14-00	10000.00
09/01	09/02	DEBIT CARD PURCHASE BLACK OAKS BEST WES PASO ROBLES CAUS	-282.70
09/01	09/02	DEBIT CARD PURCHASE THE BOMBAY PALACE SUGAR LAND TXUS	-74.42
09/02	09/03	DEBIT CARD PURCHASE SQ*MANUEL CHAVEZ I . / CAUS	-250.00
09/03	09/03	DEBIT CARD PURCHASE DILLARDS - 0777 FIR SUGARLAND TXUS	-312.84
09/05	09/05	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 078 TARGET -2205 ROSENBERG TX	-57.90
09/05	09/05	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 162 TARGET -2205 ROSENBERG TX	-27.64
09/06	09/06	SHARE DRAFT # 846	-125.00
09/06	09/07	DEBIT CARD PURCHASE ZARA OPERA 448 75PARIS(((03 FRFR	-122.91
09/06	09/07	ZARA OPERA 448 75PARIS(((03 FRFR	-1.23
09/08	09/09	DEBIT CARD PURCHASE CG CDG NORD ROISSY CDG CE FRFR	-67.10
09/08	09/09	CG CDG NORD ROISSY CDG CE FRFR	-.54
09/11	09/12	DEBIT CARD PURCHASE SQ*THOMAS SCHOENBE . / CAUS	-500.00
09/13	09/14	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-250.00
09/14	09/14	TFR TO LOAN #####14-74	-4230.94
09/15	09/15	DIRECT DEPOSIT STC PAYROLL	3358.32
09/15	09/15	DEBIT CARD PURCHASE READING ROAD 76 5715 READING ROAD ROSENBERG TXUS	-13.10

• Mr .Fitzgibbon



# 2017

## TRANSACTIONS

POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
09/15	09/15	DEBIT CARD PURCHASE TARGET T-2205 23912 Commercial Dr Rosenberg TXUS	-156.71
09/15	09/16	DEBIT CARD PURCHASE THE BOMBAY PALACE SUGAR LAND TXUS	-52.31
09/17	09/18	DEBIT CARD PURCHASE SQC*THOMAS SCHOENBE . / CAUS	-400.00
09/18	09/18	ACH TRANSACTION CITY OF ROSENBERUTIL BILL	-76.77
09/18	09/18	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 078 TARGET -2205 ROSENBERG TX	-257.39
09/18	09/18	SHARE DRAFT # 874	-135.00
09/18	09/19	DEBIT CARD PURCHASE ON THE BORDER PLANO TXUS	-34.32
09/20	09/20	ACH TRANSACTION CPENERGY ENTEX ENT ACH DR	-32.50
09/20	09/20	DEBIT CARD PURCHASE ALOFT FRISCO TXUS	-134.89
09/19	09/20	DEBIT CARD PURCHASE AMERICAN AIR0010658 FORT WORTH TXUS	-16.76
09/19	09/20	DEBIT CARD PURCHASE SOUTHWES 5268765 800-435-9792 TXUS	-345.97
09/21	09/21	ACH TRANSACTION COMCAST CABLE	-244.79
09/20	09/21	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-300.00
09/19	09/21	DEBIT CARD PURCHASE MASH'D RESTAURANT FRISCO TXUS	-35.93
09/22	09/22	DEBIT CARD PURCHASE THE UPS STORE # 24200 SOUTHWEST FWY ROSENBERG TXUS	-63.43
09/23	09/24	DEBIT CARD PURCHASE SQC*THOMAS SCHOENBE . / CAUS	-200.00
09/25	09/25	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 077 TARGET -2205 ROSENBERG TX	-35.99
09/26	09/26	DEBIT CARD PURCHASE FREDDYS FROZEN CUST RICHMOND TXUS	-28.10
09/27	09/27	SHARE DRAFT # 851	-135.00
09/28	09/28	DIRECT DEPOSIT SCHLUM-STCD PAYMENTS	396.08
09/28	09/28	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-209.64
09/28	09/28	DEBIT CARD PURCHASE THE UPS STORE # 24200 SOUTHWEST FWY ROSENBERG TXUS	-68.97
09/28	09/28	DEBIT CARD PURCHASE SQ *KRISTI JENKINS Richmond TXUS	-87.50
09/29	09/29	DIRECT DEPOSIT SIC PAYROLL	3358.33
09/29	09/29	ACH TRANSACTION ALDER HOLDINGS LACHCUST	-56.28
09/28	09/29	DEBIT CARD PURCHASE DENNIS HOUSTON HOUSTON TXUS	-379.96
09/28	09/30	DEBIT CARD PURCHASE AARON M PETERSON D. HOUSTON TXUS	-97.05
09/30	09/30	INTEREST	.04

• Trevor Fitzgibbon

# 2017

MAINT/SERVICE CHGS	.00		
ENDING BALANCE	13669.44	YOUR AVERAGE DAILY BALANCE WAS	10601.53

## TRANSACTIONS

POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
10/02	10/02	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 076 TARGET -2205 ROSENBERG TX	-158.21
10/02	10/02	SHARE DRAFT # 875	-300.00
10/02	10/03	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-100.00
10/03	10/03	DEBIT CARD PURCHASE KROGER 24401 BRAZOS TOWN ROSENBERG TXUS	-209.91
10/03	10/04	DEBIT CARD PURCHASE VERITAS STEAK & SEA SUGAR LAND TXUS	-150.63
10/05	10/05	SHARE DRAFT # 852	-1000.00
10/06	10/06	SHARE DEPOSIT	122.82
10/09	10/09	DEBIT CARD PURCHASE TARGET T-2205 23912 Commercial Dr Rosenberg TXUS	-52.33
10/10	10/10	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 078 TARGET -2205 ROSENBERG TX	-18.53
10/10	10/10	TFR TO LOAN #####14-74	-105.48
10/12	10/12	DEBIT CARD PURCHASE KROGER 24401 BRAZOS TOWN C ROSENBERG TXUS	-13.47
10/12	10/13	DEBIT CARD PURCHASE SQ *TREVOR SCOTT FI 877-417-4551 GAUS	-500.00
10/13	10/13	DIRECT DEPOSIT STC PAYROLL	3539.95
10/12	10/13	DEBIT CARD PURCHASE GURU BURGERS AND CR SUGAR LAND TXUS	-17.99
10/13	10/15	DEBIT CARD PURCHASE CHICK-FIL-A #02102 ROSENBERG TXUS	-19.73
10/15	10/15	DEBIT CARD PURCHASE KROGER 24401 BRAZOS TOWN C ROSENBERG TXUS	-43.35
10/16	10/16	ACH TRANSACTION CITY OF ROSENBERUTIL BILL	-76.77
10/16	10/16	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 162 TARGET -2205 ROSENBERG TX	-4.97
10/16	10/16	SHARE DRAFT # 876	-135.00
10/17	10/17	DEBIT CARD PURCHASE KROGER 24401 BRAZOS TOWN C ROSENBERG TXUS	-13.47
10/17	10/17	SHARE DRAFT # 848	-19.00
10/19	10/19	ACH TRANSACTION CPENERGY ENTEX ENT ACH DR	-30.42
10/19	10/19	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 078 TARGET -2205 ROSENBERG TX	-81.11
10/18	10/19	DEBIT CARD PURCHASE THE BOMBAY PALACE SUGAR LAND TXUS	-37.21

• Trevor Fitzgibbon

• Trevor Fitzgibbon

# 2018

ENDING BALANCE 2920.22 YOUR AVERAGE DAILY BALANCE WAS 7627.36

## TRANSACTIONS

POST DATE	EFF DATE	DESCRIPTION/REFERENCE NUMBER	AMOUNT
06/01	06/01	DIRECT DEPOSIT SCHLUM-STCD PAYMENTS	412.24
06/01	06/01	SHARE DRAFT # 865	-372.00
06/05	06/05	DEBIT CARD PURCHASE DILLARDS 777 FI 16517 SW FREEWAY SUGAR LAND TXUS	-241.94
06/04	06/05	DEBIT CARD PURCHASE HARVARD BUSINESS SE 302-645-7400 DEUS	-495.00
06/05	06/06	DEBIT CARD PURCHASE FIRST COLONY GAC 79 SUGAR LAND TXUS	-1.98
06/06	06/06	DEBIT CARD PURCHASE SHELL Service Stati RICHMOND TXUS	-45.72
06/05	06/06	DEBIT CARD PURCHASE THE BOMBAY PALACE SUGAR LAND TXUS	-50.09
06/06	06/06	DEBIT CARD PURCHASE SHELL Service S 1801 READING ROAD ROSENBERG TXUS	-14.72
06/06	06/07	DEBIT CARD PURCHASE SQC*THOMAS SCHOENBE 8774174551 CAUS	-300.00
06/06	06/07	DEBIT CARD PURCHASE PEDIATRIC CENTER SU SUGAR LAND TXUS	-52.57
06/06	06/07	DEBIT CARD PURCHASE POPEYE'S #11078 SUGAR LAND TXUS	-13.40
06/06	06/07	DEBIT CARD PURCHASE GURU BURGERS AND CR SUGAR LAND TXUS	-59.80
06/07	06/07	DEBIT CARD PURCHASE TARGET T-2205 23912 Commercial Dr Rosenberg TXUS	-102.82
06/07	06/07	TFR FROM SHARES #####14-00	7000.00
06/07	06/07	TFR TO LOAN #####14-74	-3772.04
06/07	06/07	DEBIT CARD PURCHASE THE UPS STORE # 24200 SOUTHWEST FWY ROSENBERG TXUS	-47.84
06/08	06/08	DIRECT DEPOSIT STC PAYROLL	4086.63
06/08	06/08	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 078 TARGET -2205 ROSENBERG TX	-53.56
06/08	06/08	DEBIT CARD PURCHASE SQ *KRISTI JENKINS Richmond TXUS	-181.25
06/11	06/11	ACH TRANSACTION TARGET DEBIT CRD ACH TRAN 162 TARGET -2205 ROSENBERG TX	-66.29
06/11	06/11	TFR TO LOAN #####14-74	-3401.34
06/11	06/11	SHARE DRAFT # 867	-130.00

• Dissolution of company

# **EXHIBIT "B"**

**Parcel Shipping Order (PSO) Terms and Conditions**

**THE UPS STORE #4243**

SHIP DATE Thu 30 Apr 2020	SHIPMENT INFORMATION UPS Next Day Svr Com: 1 package Total Declared Value: Not provided	DESCRIPTION OF GOODS DOCUMENTS
SENDER MANUEL CHAVEZ 1718 N NEVADA ST Carson City, NV 89703 Tel: (480) 866-1174	RECIPIENT SALAR ATRIZADEH ESQ 9701 WILSHIRE BLVD FL 10 BEVERLY HILLS, CA 90212-2010	PKG TRACKING NUMBER DECL VAL 1 1Z810R601377958958 N/A

Subject to these terms and conditions, this The UPS Store® center ("We", "Us", or "Our") will receive, forward and/or pack parcel(s) for you the customer ("You" or "Your"). The carrier for Your parcel(s) accepted by Us ("Carrier") will be UPS®. The Carrier may refuse to ship Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We do not accept hazardous material. Other Regulated Material-D class (ORM-D), illegal items or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions ("Carrier's Terms and Conditions") may specify other restricted items. Certified locations may accept some forms of ORM-D. Parcels containing "food" (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

We do not transport Your parcel(s). The Carrier transports Your parcel(s) subject to the UPS/Tariff Terms and Conditions of Service ("UPS Terms") in effect on the date of shipment, which are available at [www.ups.com/terms](http://www.ups.com/terms). The Carrier's Terms and Conditions set forth the Carrier's rights, responsibilities, and limitations of liability, with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this PSO. The UPS Terms contain a MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, which apply to any controversy or claim, whether at law or equity, arising out of or relating to provision of services by UPS, regardless of the date of accrual of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes.

We are Your agent for receiving and forwarding Your parcel(s) to the Carrier. We are not the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper under the Carrier's Terms and Conditions. You therefore have no rights directly against the Carrier. Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) (including for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely entitled to any discounts or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Except as expressly set forth in this PSO, We assume no liability for the delivery of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel(s) to the Carrier. The Carrier's driver may deliver Your parcel(s) without a signature unless You request a signature on delivery and pay an applicable charge. You agree that the Carrier is not liable for loss or damage occurring after delivery of Your parcel(s). You also agree to all terms and conditions in this PSO, including all terms and conditions related to Your participation in the optional Declared Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate, and is not warranted in any manner. We are not liable for any consequential, indirect, special, incidental or punitive damages, or any loss or damage resulting from delays in shipping or delivery. Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other program that We may offer and for which You have paid any applicable charge.

**Limitations of Liability and Exceptions.** Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage). Liability for loss or damage is limited to Your actual damages or \$100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program). We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments, or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

**Declared Value Program.** UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) ("Declared Value Program"). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You declared as the "Declared Value". If You do not declare a Value, You agree that the value of each parcel does not exceed \$100. If You do not declare a value above \$100 and pay an additional charge for a parcel containing items of greater value than \$100, You will not be entitled to recover more than \$100 for loss or damage to the items on that parcel. The Carrier's terms and conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

**Claims Filed Through Us.** If You or the consignee has a claim for loss or damage to Your parcel(s) under the Declared Value Program, You agree to make the claim through Us. If You make such claim through Us, We will assign a claim to the Carrier as the shipper of the parcel(s), and We will remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). You expressly agree that We have no liability if any claim is denied or paid only in part by the Carrier or other declared value. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

**Filing a Claim under the Declared Value Program.** Any and all claims under any Declared Value Program must be in writing and received by Us within the Carrier's required time frame as set forth in the Carrier's Terms and Conditions. Claims not made within the prescribed time frame are waived and will not be paid. For all damage claims, the original packaging materials must be made available for the Carrier's inspection prior to re-shipment. All claims for loss or damage must be supported by the shipping documents, including but not limited to this PSO and a copy of the shipment receipt, and proof of the value of the lost or damaged items for any declaration of value over \$100.

**Filing a UPS Guaranteed Service Refund (GSR) request.** If UPS is the Carrier for Your parcel(s), if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You must contact Us at the location that shipped the parcel(s) within 15 calendar days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service Guarantee is waived and will not be paid.

We are an independently owned and operated franchise of The UPS Store, Inc. and solely responsible for all aspects of Our operations. We are the exclusive employer of all employees of Our business. You acknowledge and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and contemporaneous agreements, understandings, and representations, written or oral, relating to the subject matter hereof.

By signing below, You acknowledge that (i) You confirm the Ship to Address is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and conditions described above in their entirety, (iv) You agree to be bound by all such terms and conditions, and (v) by so signing, this PSO constitutes binding and enforceable obligations of You. YOU FURTHER ACKNOWLEDGE AND AGREE that, except as expressly set forth in the UPS Terms, any claims against Us or UPS (including its affiliates) arising out of or relating to provision of service by UPS are subject to individual, mandatory binding arbitration, as set forth in the UPS Terms available at [www.ups.com/terms](http://www.ups.com/terms).

CUSTOMER SIGNATURE \_\_\_\_\_ Thu 30 Apr 2020  
TRANSACTION DATE \_\_\_\_\_

**AFFIDAVIT**

State of Nevada ) Case Name: *Bogaerts v. Schoenberger, et al.*  
 )  
Carson City, Nevada ) Case No.: 20STCV10636

The undersigned party (“Affiant”) hereby declares and states as follows:

1. My name is Manuel Chavez.
2. I am over the age of eighteen and competent to testify under oath.
3. I am currently a resident of Carson City, Nevada.
4. This affidavit has been prepared in reference to the above-listed legal action.
5. On or about December 15, 2016, and May 25, 2017, Beth Bogaerts (“Plaintiff”) met Defendants Thomas Schoenberger, Trevor Fitzgibbon, and Michael Levine (collectively “Defendants”) online when she was contacted by them and offered to enter into a business transaction.
6. On or about October 3, 2017, after discussing the business model and related logistics, Plaintiff and Defendants agreed to enter into the business transaction.
7. On or about October 3, 2017, they formed a legal entity called “ShadowBox Strategies, Inc.” which was registered as a corporation in the State of Delaware.
8. The parties designated the corporation’s principal place of business at 4415 Westchester Drive, Woodland Hills, California 91364.
9. I was supposed to be a partner in the business venture and not a director or officer. However, Defendants listed my name as a director in the corporate documents without my knowledge or consent.
10. On or about July 1, 2017, Plaintiff extended personal loans towards Thomas Schoenberger and Trevor Fitzgibbon.
11. She made the personal loans with the condition to repay them upon her request or within a reasonable time.
12. Plaintiff extended a personal loan for \$15,739.41 towards Thomas Schoenberger.
13. Plaintiff extended a personal loan for \$10,899.99 towards Trevor Fitzgibbon.
14. It is my understanding that Thomas Schoenberger and Trevor Fitzgibbon have not repaid their personal loans.
15. They have made promises to repay their personal loans towards Plaintiff but they have not carried out their promises.

16. On or about April 4, 2018, Mr. Fitzgibbon wrote an email to Plaintiff and promised to repay her.
17. Mr. Schoenberger obtained additional funds from Plaintiff with her consent which was induced by a wrongful use of force or fear.
18. On or about June 6, 2018, Mr. Schoenberger falsely accused Plaintiff of having sexual relations with him and threatened to inform her husband unless she paid him.
19. It is my understanding that Mr. Schoenberger has threatened to post a video online about the so-called "love affair" with Plaintiff unless she paid him.
20. Mr. Schoenberger has sent approximately one hundred emails towards Plaintiff to force her to remit the funds or else he would not leave her alone.
21. Plaintiff repeatedly requested from Mr. Schoenberger to leave her alone and stop making false accusations about having a love affair with her.
22. In response, on or about June 6, 2018, Mr. Schoenberger promised to leave Plaintiff alone if she paid him money.
23. Mr. Schoenberger stated that: "I am trying to clean this up and plan on repaying you." He also stated: "If I threaten you once ever again, you can say goodbye forever."
24. Mr. Schoenberger stated that: "It's a loan Beth." I am not asking for a hand out. I offered you 50% of a multi-million-dollar deal..."
25. So, Plaintiff remitted additional funds to Mr. Schoenberger to prevent him from spreading lies about her having an extramarital affair with him.
26. On or about March 26, 2019, Mr. Fitzgibbon settled a separate lawsuit that he had filed against a third party and received approximately \$101,541 in consideration of settlement. However, even though Mr. Fitzgibbon had promised to repay Plaintiff as soon as he received the settlement funds, he did not offer to repay the personal loans.
27. On or about May 9, 2018, Plaintiff and Michael Levine registered a federal trademark for CICADA 3301 ("Trademark") with Serial Number 87913185.
28. On or about February 19, 2019, Plaintiff and Michael Levine registered a federal service mark for CICADA 3301 ("Service Mark-1") with Registration Number 5,678,319.
29. On or about March 19, 2019, Plaintiff and Michael Levine registered a federal service mark for CICADA ("Service Mark-2") with Registration Number 5,701,318.

30. It is my understanding that Plaintiff has paid for the expenses to register the above-listed intellectual properties out of her own pocket. However, she was not reimbursed by Defendants or the corporation for those expenses.
31. It is clear that Defendants intended to defraud Plaintiff by their actions. They induced her to enter into the business transaction, requested money, and never repaid her.
32. In addition, they have made several false, derogatory, or threatening comments regarding Plaintiff.
33. Defendants have posted false, derogatory, or threatening comments about Plaintiff on various websites, including, but not limited to, the following:
- a. <https://twitter.com/PaxNomad/status/1215707246744616961?s=20>  
<https://burners.me/2019/10/24/larp-wars-part-3-shadowbox>
  - b. <https://burners.me/2019/11/15/larpwars-part-4-was-fox-in-socks-doxxed-or-did-fox-doxx-insocks>
  - c. <https://therealsamizdat.com/2019/10/24/cicada-files-marcus-wanner-speaks>
  - d. <https://jimmysllama.com/2020/01/10/15414/2>
34. Defendants have made threats towards Plaintiff and her family and falsely accused her of engaging in misconduct. For example, they have threatened to kill her or urged her to kill herself.
35. I am aware of and have witnessed Plaintiff transfer funds to Defendants via the Square Cash Application and Bank Drafts.
36. I am aware of and have witnessed Thomas Schoenberger post intimidating online comments and videos about Plaintiff.
37. I am aware of and have witnessed Plaintiff ask for her money back from Thomas Schoenberger.
38. I am aware of and have witnessed Plaintiff ask for her money back from Trevor Fitzgibbon.
39. I am aware of and have witnessed Trevor Fitzgibbon tell Plaintiff he would repay the personal loans he took from her.
40. I am aware of and have witnessed Thomas Schoenberger tell Plaintiff he would repay the personal loans he took from her.



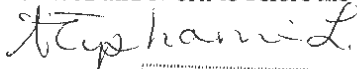
41. I am aware of and have witnessed Thomas Schoenberger try to blackmail Plaintiff by telling her to loan him money or he would contact her husband and post all over the internet.
42. I am aware of and have witnessed Thomas Schoenberger proclaim he had received over \$50,000 from Plaintiff in personal loans.
43. I am aware of and have witnessed Thomas Schoenberger unjustifiably proclaim that Plaintiff has \$20,000 of artifacts that belong to him as collateral. It is obvious that he was making that unwarranted claim to gain leverage over her.
44. Finally, to make matters worse, Thomas Schoenberger has sent me death threats via email during the same time Plaintiff was getting threats from him.
45. Unfortunately, Thomas Schoenberger's modus operandi is to deceive individuals and make threats or spread lies about them to achieve his fraudulent schemes.

**The following facts and statements are true and correct to the best of my knowledge. I certify under penalty of perjury that the foregoing is true, accurate, and correct. I am aware that I may be sanctioned in the event that I have perjured myself in any way with respect to the information expressly provided herein. This affidavit has been executed under penalty of perjury pursuant to the laws of the State of Nevada.**

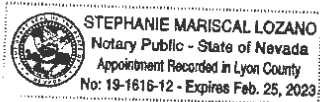
By:   
Manuel Chavez

Date: April 30, 2020

Subscribed and sworn to before me on April 30, 2020, in Carson City, Nevada.



Notary Seal:



Notary Public in and for the State of Nevada.

My commission expires: Feb. 25, 2023

# **EXHIBIT "C"**

### Multiple Documents

Part	Description
1	43 pages
2	Exhibit A
3	Exhibit B
4	Exhibit C

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

TREVOR FITZGIBBON	)	
	)	
Plaintiff,	)	
	)	
v.	)	<u>Case No. 3:18-cv-247-REP</u>
	)	
JESSELYN A. RADACK	)	
	)	
Defendant.	)	
_____	)	

**AMENDED COMPLAINT**

Plaintiff, Trevor Fitzgibbon, by counsel, pursuant to Rule 15(a)(1) of the Federal Rules of Civil Procedure (the “Rules”), files the following Amended Complaint against Defendant, Jesselyn A. Radack (“Radack”).

Plaintiff seeks (a) compensatory damages and punitive damages in an amount not less than **\$10,350,000.00**, (b) prejudgment interest on the principal sum awarded by the Jury from April 20, 2017 to the date of Judgment at the rate of six percent (6%) per year, (c) attorney’s fees in the sum of **\$46,141.56** pursuant to the rule of law announced in *Burruss v. Hines*, and (d) court costs – arising out of Defendant Radack’s malicious prosecution, defamation *per se*, insulting words, and malicious abuse of process.

**I. INTRODUCTION**

It is unlawful, immoral and unethical for any woman – no matter how powerful she may be – to falsely accuse a man of rape or sexual abuse. False allegations of rape

and sexual abuse brought by high-profile accusers also hurt the cause and credibility of real victims and ruin the good will of those who champion human rights and equality.

This case is about an attorney who knowingly bore false witness and who continues to defame with reckless disregard for the injurious consequences of her actions. This is a case about deceitful and illegal conduct and the ulterior motives and actions of an attorney, who has demonstrated a vengeance and willingness to injure the Plaintiff at all costs.

## **II. PARTIES**

1. Plaintiff, Trevor Fitzgibbon (“Fitzgibbon”), was born in Lynchburg, Virginia. He is 47-years old. He is now a citizen of North Carolina. At all times relevant to this action, Fitzgibbon was a citizen of Virginia. Fitzgibbon lived and worked from his home on Floyd Avenue in Richmond, Virginia. Fitzgibbon founded and ran a progressive public relations firm, Fitzgibbon Media, Inc. (“Fitzgibbon Media”). Fitzgibbon Media’s headquarters and principal place of business was Richmond. Its clients were as wide-ranging as Amnesty International, Planned Parenthood, NARAL, MoveOn.org and WikiLeaks. When the National Security Agency domestic spying story broke, former NSA employee, Edward Snowden, was holed up in Hong Kong and WikiLeaks was working to get him asylum. On behalf of Julian Assange and WikiLeaks, Fitzgibbons arranged a media briefing on Snowden and his status. Radack, Assange and Vietnam-era whistleblower, Daniel Ellsberg, were on the conference call. Fitzgibbon’s last communication with Radack was a text message on December 30, 2015. Since December 30, 2015, he has had no contact of any kind with Radack or any member of Radack’s family.

2. Radack is a citizen of the District of Columbia. In 2015, she was one of Snowden's lawyers. Radack told *Style Weekly* that FitzGibbon's pro bono work for Edward Snowden was "invaluable." Fitzgibbon got Radack and Snowden's other lawyers onto the Sunday morning talk shows. "He was also instrumental to events like 'Restore the Fourth,' where [Radack] read a statement from [Snowden]". Radack further told *Style Weekly* that "[w]hile big PR firms may have more name cachet, FitzGibbon Media makes up for it with genuine concern for client well-being, not just placing a story." [<https://www.styleweekly.com/richmond/the-fire-starter/Content?oid=2233402>]. Radack is a high-profile attorney. She has authored numerous books and other materials that currently sell on Amazon:

<http://www.traitorbook.com/>;

[https://smile.amazon.com/Enemy-State-Government-Truth-Teller-Traitor/dp/1944869751/ref=sr\\_1\\_cc\\_2?s=aps&ie=UTF8&qid=1524770496&sr=1-2-catcorr&keywords=Jesselyn+Radack](https://smile.amazon.com/Enemy-State-Government-Truth-Teller-Traitor/dp/1944869751/ref=sr_1_cc_2?s=aps&ie=UTF8&qid=1524770496&sr=1-2-catcorr&keywords=Jesselyn+Radack);

[https://smile.amazon.com/Canary-Coalmine-Blowing-Whistle-American/dp/1427609748/ref=sr\\_1\\_cc\\_4?s=aps&ie=UTF8&qid=1524770496&sr=1-4-catcorr&keywords=Jesselyn+Radack](https://smile.amazon.com/Canary-Coalmine-Blowing-Whistle-American/dp/1427609748/ref=sr_1_cc_4?s=aps&ie=UTF8&qid=1524770496&sr=1-4-catcorr&keywords=Jesselyn+Radack);

[https://smile.amazon.com/Restoring-Republic-2008-CD-Jesselyn/dp/B001FWXZYU/ref=sr\\_1\\_1?ie=UTF8&qid=1524770421&sr=8-1&keywords=Radack](https://smile.amazon.com/Restoring-Republic-2008-CD-Jesselyn/dp/B001FWXZYU/ref=sr_1_1?ie=UTF8&qid=1524770421&sr=8-1&keywords=Radack).

Radack has starred in several movies and documentaries and whistleblowers, secret intelligence programs and espionage:

[https://smile.amazon.com/National-Bird-Jesselyn-Radack/dp/B06WVXFkXP/ref=sr\\_1\\_cc\\_7?s=aps&ie=UTF8&qid=1524770496&sr=1-7-catcorr&keywords=Jesselyn+Radack](https://smile.amazon.com/National-Bird-Jesselyn-Radack/dp/B06WVXFkXP/ref=sr_1_cc_7?s=aps&ie=UTF8&qid=1524770496&sr=1-7-catcorr&keywords=Jesselyn+Radack);

<https://www.bing.com/videos/search?q=Jesselyn+Radack+Bio&&view=detail&mid=C0F10677E54126942253C0F10677E54126942253&&FORM=VRDGAR>;

[https://www.imdb.com/title/tt5785976/?ref\\_=nm\\_knf\\_i1](https://www.imdb.com/title/tt5785976/?ref_=nm_knf_i1);

[https://www.imdb.com/title/tt5759856/?ref\\_=nm\\_fimg\\_slf\\_2](https://www.imdb.com/title/tt5759856/?ref_=nm_fimg_slf_2);

[https://www.imdb.com/title/tt4065414/?ref\\_=nm\\_knf\\_i4](https://www.imdb.com/title/tt4065414/?ref_=nm_knf_i4).

Ms. Radack regularly accepts speaking engagements, both in the United States and abroad:

[https://www.youtube.com/watch?v=u9\\_mIwDq4yY](https://www.youtube.com/watch?v=u9_mIwDq4yY);

<https://elevate.at/en/speakers/radack/>; and

<https://twitter.com/PursuanceProj/status/938117668544172033>.

### **III. JURISDICTION AND VENUE**

3. The United States District Court for the Eastern District of Virginia has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. The parties are citizens of different States and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest, costs and fees.

4. On April 24, 2018, Radack filed an emergency motion to seal the complaint and accompanying memorandum and notice. [*Documents 5-7*]. By filing this motion, Radack waived the defenses of lack of personal jurisdiction and improper venue. *Fed. R. Civ. Pro. Rule 12(h)(1)(B)(i)*; see *Gilpin v. Joyce*, 257 Va. 579, 581, 515 S.E.2d 124 (1999) (“An appearance for any other purpose than questioning the jurisdiction of

the court – because there was no service of process, or the process was defective, or the action was commenced in the wrong county, or the like – is general and not special, although accompanied by the claim that the appearance is only special’ ... A general appearance ‘is a waiver of process, equivalent to personal service of process, and confers jurisdiction of the person on the court.’”) (quoting *Norfolk and Ocean View Railway Co. v. Consolidated Turnpike Co.*, 111 Va. 131, 136, 68 S.E. 346 (1910) and *Nixon v. Rowland*, 192 Va. 47, 50, 63 S.E.2d 717 (1951)). Further, Radack transacts business in Virginia. She committed multiple intentional torts and acts of defamation in whole or part in Virginia. She has minimum contacts with Virginia such that the exercise of personal jurisdiction over her comports with traditional notions of fair play and substantial justice and is consistent with the Due Process Clause of the United States Constitution. Radack’s malicious prosecution and her persistent course of defamation was purposefully directed at a Virginia citizen, and was continuous and systematic. Trevor Fitzgibbon’s claims directly arise from and relate to Radack’s publication of false and defamatory statements in Virginia. *See, e.g., Calder v. Jones*, 465 U.S. 783 (1984); *Keeton v. Hustler Magazine, Inc.*, 465 U.S. 770 (1984).

5. Venue is proper in the Richmond Division of the United States District Court for the Eastern District of Virginia. By filing a motion to seal the complaint, Radack waived the defense of improper venue. Further, Radack maliciously prosecuted a Virginia citizen and published and republished defamatory statements to a wide audience that includes persons who reside within the Richmond Division. A substantial part of the events giving rise to the claims stated in this action occurred in the Eastern District of Virginia.



**COUNT I – MALICIOUS PROSECUTION**

6. Trevor Fitzgibbon did not rape Jesselyn Radack.

7. Trevor Fitzgibbon did not penetrate Radack’s vagina with his penis without her permission or against her will.

8. Radack was never sexually abused in any way by Trevor Fitzgibbon at the Hotel Lombardy or the Barr Building or anywhere else.

9. Radack – a powerful and prominent attorney – claims to be a “whistleblower”, a First Amendment “absolutist”, an “ethicist”, a “feminist”, a “hacktivist”, a “commentatrix”, and an “anti-rape activist”. Radack is the Director of Whistleblower & Source Protection (WHISPeR) at @xposefacts, a non-profit project founded by Radack to “protect the most controversial and courageous truth-tellers in the world.” [<https://whisper.exposefacts.org/>]. Radack uses social media to promote and spread her views throughout the Internet. As of April 6, 2018, Radack had 35,601 followers on Twitter, including many extremely very high-profile followers in Virginia:



On her YouTube channel – “Jesselyn UnRADACKted” – Radack asserts that she is an author; that her writing has appeared in the New York Times, Wall Street Journal, L.A. Times, Washington Post, Guardian, The Nation, Salon, and numerous academic law reviews; that in 2011, she received the “Sam Adams Associates for Integrity in Intelligence Award”; that in 2012, Radack received the “Hugh M. Hefner First Amendment Award”; that she was named one of Foreign Policy magazine’s “Leading Global Thinkers of 2013”; and that she was a 2014 Woodrow Wilson Fellow. [[https://www.youtube.com/user/JessRadack/featured?disable\\_polymer=1](https://www.youtube.com/user/JessRadack/featured?disable_polymer=1)]. Radack has been on the radio [<https://www.wbai.org/recentprogram.php?recentid=72>] and television hundreds of times promoting herself and her many causes. [See, e.g., <https://www.pinterest.com/jesselynradack/>].

10. On March 7, 2016, Radack lied to law enforcement. She lied to cover-up the fact (a) that she had had an affair with Trevor Fitzgibbon,<sup>1</sup> (b) that she had been dishonest with her husband, (c) that she had serious trust issues, and (d) that she had compromised herself and her clients. Radack lied about Trevor Fitzgibbon and sacrificed *his* name and *his* reputation to protect her twenty-year career as a “whistleblower” and “human rights” attorney. In the press, Radack promoted herself as a lawyer that could be trusted with “secrets”. [<https://www.theverge.com/2014/6/24/5818594/edward-snowdens-lawyer-jesselyn-radack-will-keep-your-secrets>]. Radack had prominent clients, such as NSA whistleblowers, Thomas Drake (“Drake”), William Binney and Snowden, CIA analyst, John Kiriakou (“Kiriakou”), and Brandon Wayne Bryant. Radack gained a

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<sup>1</sup> On the same day she slept with Trevor Fitzgibbon at Hotel Lombardy, Radack created a GoFundMe campaign to help “Help Human Rights Whistleblowers”. [<https://www.gofundme.com/ync3ckws>]. In a video on her campaign homepage, Radack represented that “Truth-tellers have your back. I have theirs....”

reputation as a whistleblower’s confidant and “best defense”. Radack and Drake were working together on a book. Radack, who had a lot to lose and a motive to lie, falsely accused Trevor Fitzgibbon of heinous crimes. Radack made statements with actual knowledge that they were false and with reckless disregard for the truth.

11. On March 7, 2016, Radack went to the District of Columbia Metropolitan Police Department, and instigated criminal charges against Trevor Fitzgibbon, including:

- Offense # 1 – First Degree Sexual Abuse [(22DC3002(A)(1)];
- Offense # 2 – Third Degree Sexual Abuse-Force [(22DC3004(1)).

Radack told DC Police Officer Karla Oranchak that Offense # 1 occurred in a 3<sup>rd</sup> Floor room at Hotel Lombardy, 2019 Pennsylvania Avenue, NW, Washington, DC on December 8, 2015. Radack told Officer Oranchak that Offense # 2 occurred on November 4, 2015 in Radack’s law office at the Barr Building, 910 17<sup>th</sup> Street, NW, Washington DC. Radack gave the following false statement to police:

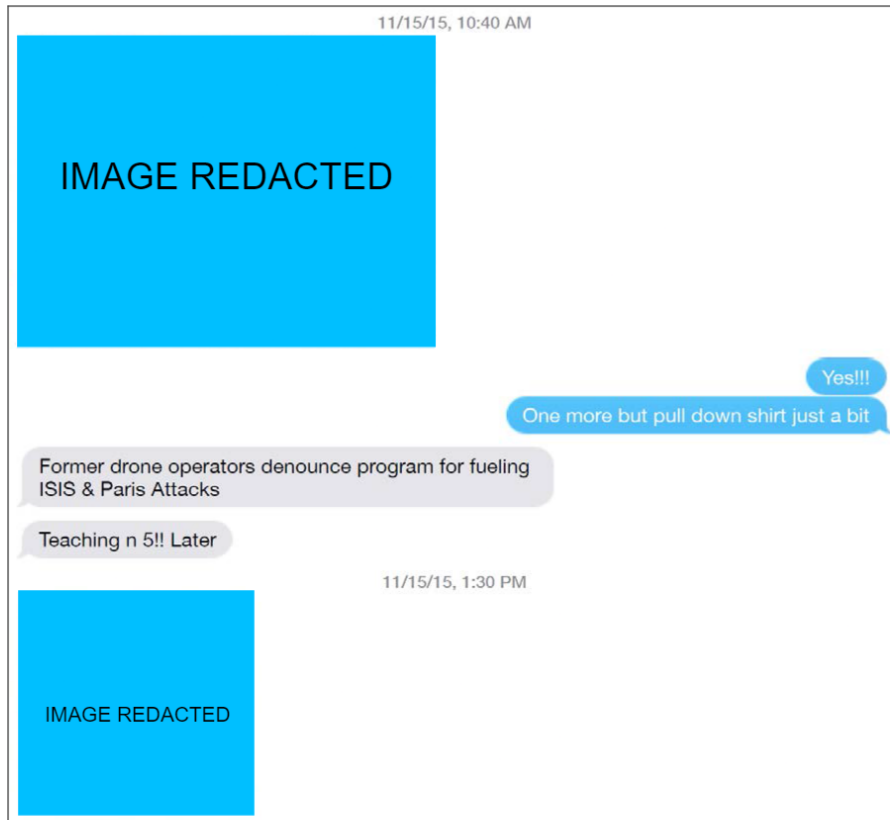
VICTIMS		
AGE	SEX	HOME ADDRESS
44	Female	4800 BLK 45TH STREET NW, WASHINGTON, DC 20016, UNITED STATES
PROPERTY & ITEMS		
CCN #16035152 - PUBLIC NARRATIVE		
<p>On Monday March 07, 2016, the complainant reported the Suspect using force and penetrating her vagina with his penis without her permission and against her will, on December 08, 2015. The complainant additionally reported the Suspect grabbing her by the waist, pulling her onto his lap and touching her bare breast without her permission and against her will, on December 04, 2015.</p>		

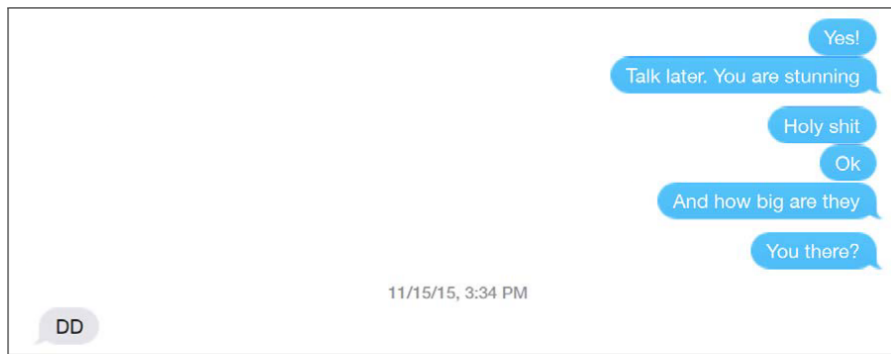
12. Radack’s criminal complaints against Fitzgibbon were referred to the United States Attorney for the District of Columbia. On April 20, 2017, after more than a year of investigation, the United States Attorney closed all investigations and complaints and announced that it declined to prosecute Trevor Fitzgibbon.

13. The United States Attorney dropped the charges against Trevor Fitzgibbon because, in truth, there was no rape or sexual abuse. Radack fabricated the criminal charges to protect her self-interest and further her agenda as a prominent lawyer for government whistleblowers and leakers throughout the country.

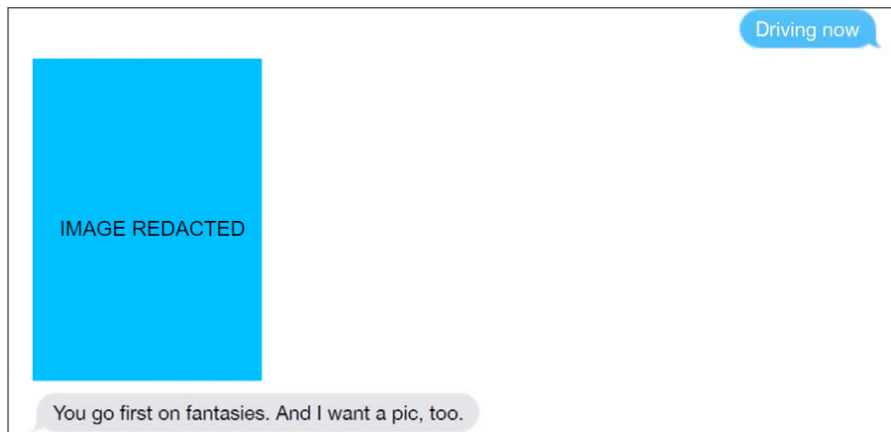
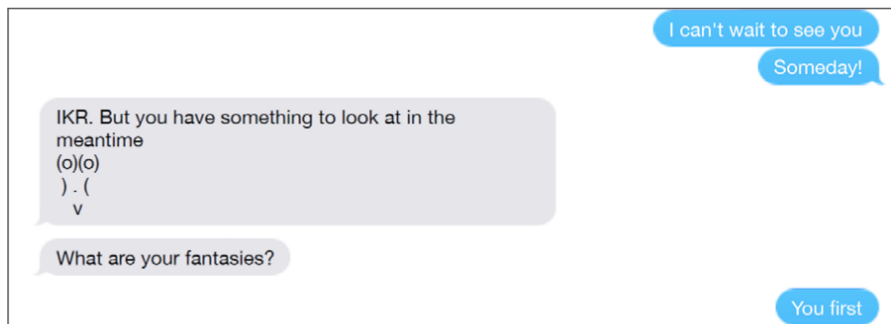
14. In truth, as was obvious to the United States Attorney who decided to drop the charges, the relationship between Radack and Trevor Fitzgibbon was entirely consensual.

15. In November 2015, Radack sent multiple pictures of herself to Fitzgibbon via text:

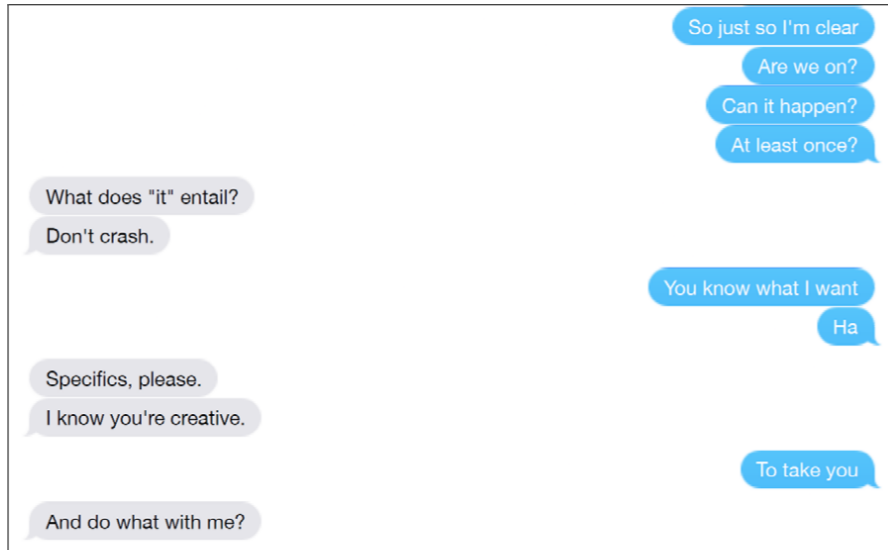




16. Radack flirted with Trevor Fitzgibbon and solicited conversation about “sexual fantasies”. Radack even used her cell phone to draw a nude body, complete with a vagina:

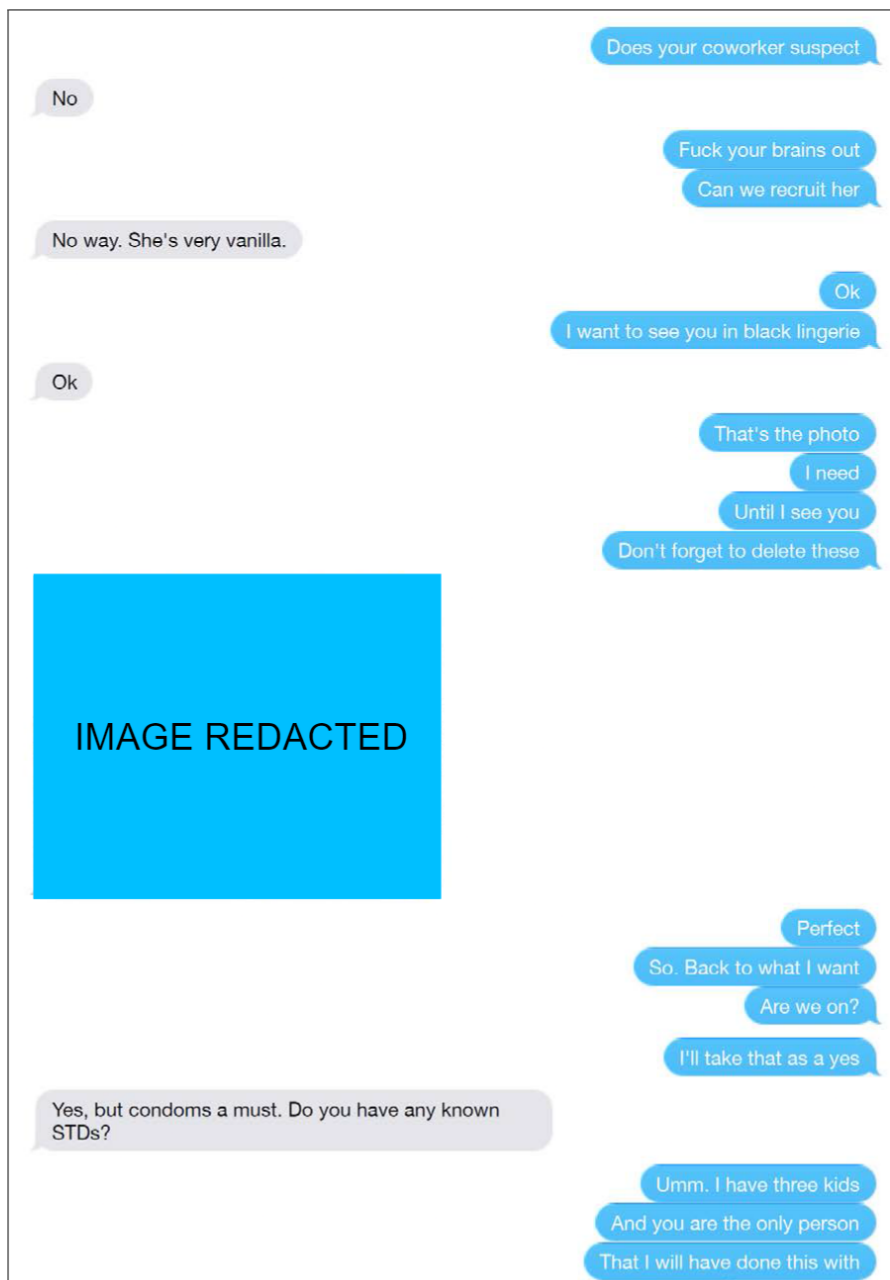


17. Radack initiated graphic conversations with Trevor Fitzgibbon. Radack never complained, objected or even blushed. In fact, she participated eagerly:

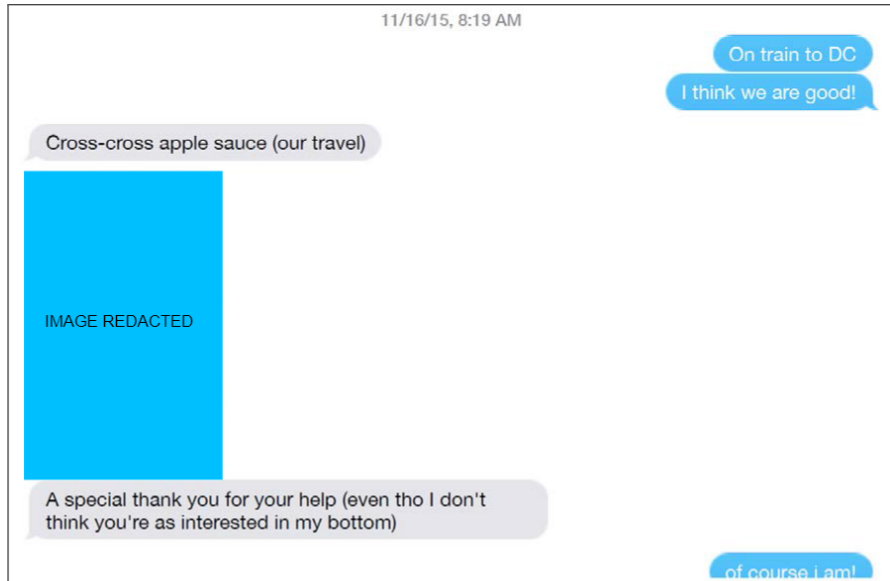


18. Radack telephoned and texted Trevor Fitzgibbon in Virginia on multiple occasions. At the time, Radack was married with three (3) young children. Radack's husband, Daniel, was a Sr. Carbon Finance Specialist at the World Bank. Radack acted lonely and unfulfilled. As revealed by her text messages, however, Radack saw Fitzgibbon as a means of boosting her powerful legal career. She constantly asked for professional favors – to share Facebook posts, to have well-known journalists (@jeremyscahill – Jeremy Scahill with The Intercept – 344,000 Twitter followers) retweet her tweets, and to spread the word that Radack represented drone whistleblowers.

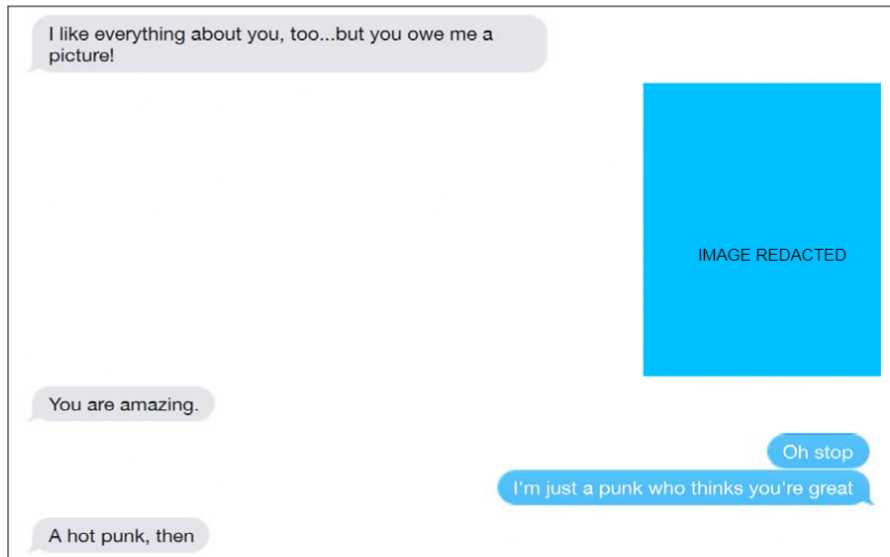
19. Radack hid her predilections and desires from her husband, hid them from friends, hid them from clients (some of whom were also clients of Fitzgibbon Media), and even hid them from her co-worker at WHISPeR, Kathleen McClellan:



20. At Radack's request, Trevor Fitzgibbon assisted with publicity for Radack's clients, for which Radack showed her gratitude and "special" thanks:

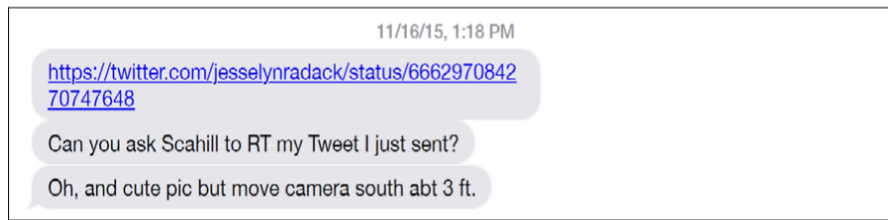


Radack inveigled Fitzgibbon:

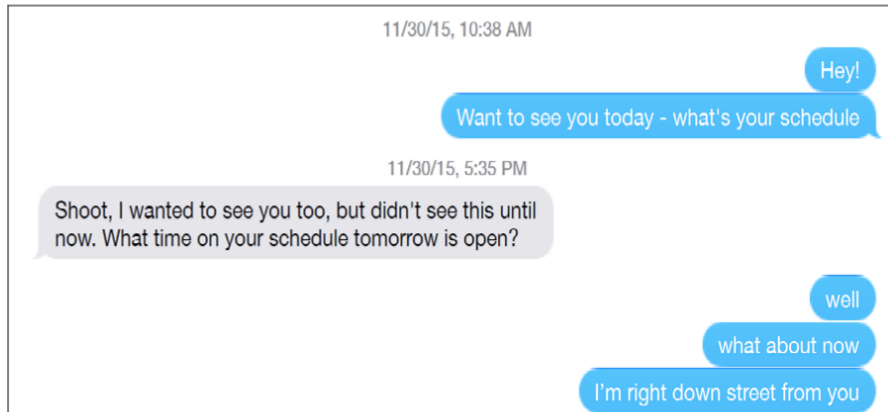




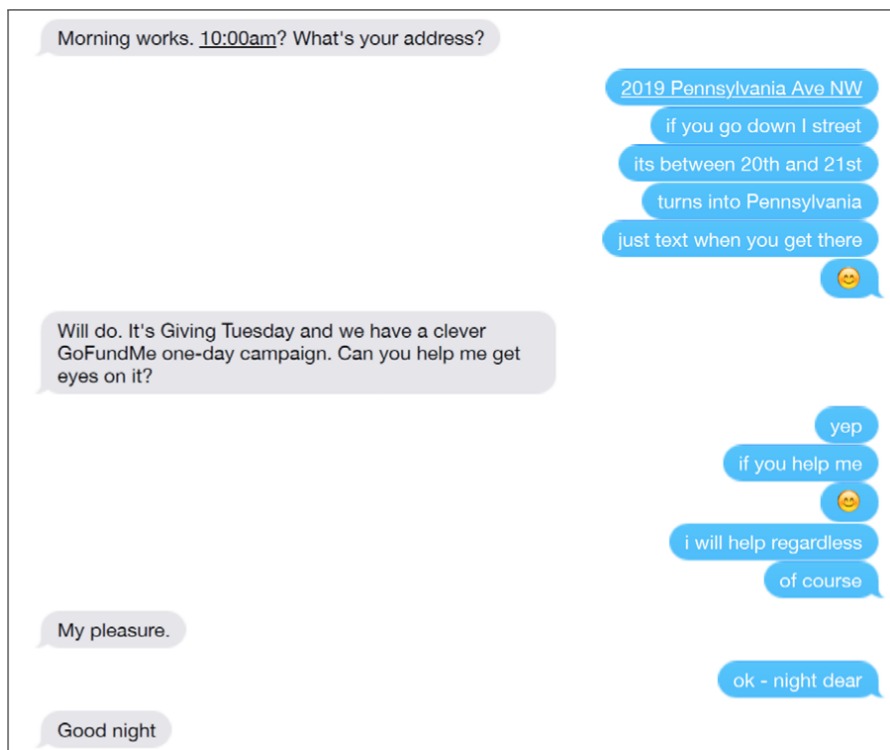
21. As was typical of her style as an attorney, Radack was very aggressive. After she received Fitzgibbon's headshot, Radack asked him to move the camera "south abt 3 ft" to his crotch area:



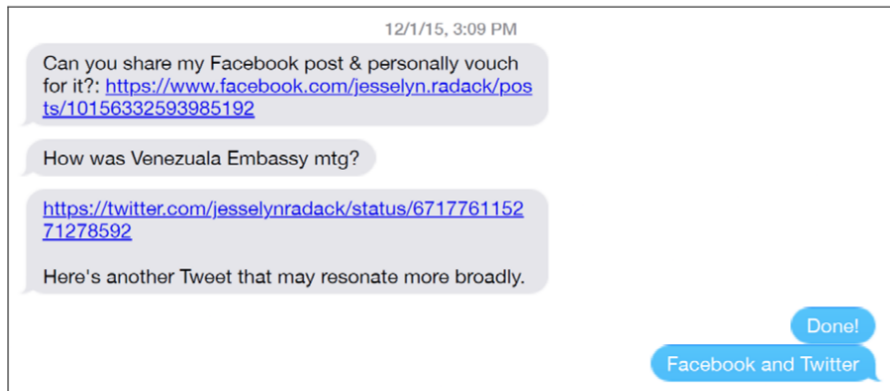
22. Radack and Trevor Fitzgibbon arranged to meet at the Hotel Lombardy:



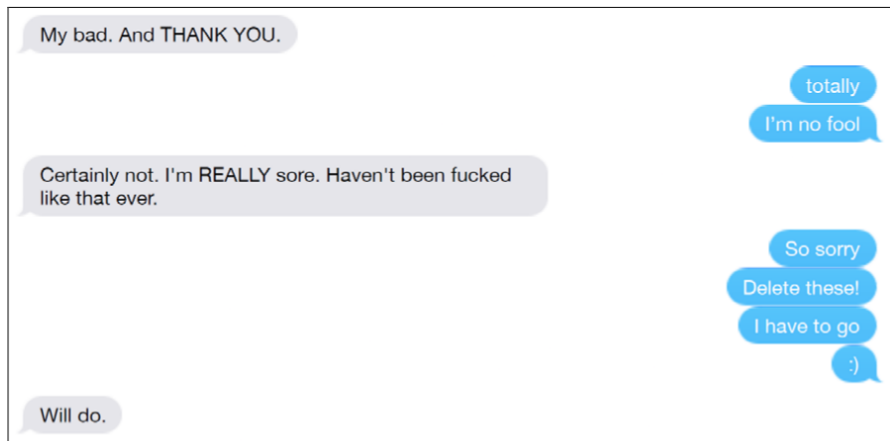
Radack was unable to get together with Fitzgibbon on November 30, 2015. She asked Fitzgibbon for a time he was available on December 1, 2015. They agreed to meet at 10:00 a.m. Radack continued to press Fitzgibbon for professional favors, including publicity for a GoFundMe campaign for human rights whistleblowers, principally her client, Edward Snowden. [<https://www.gofundme.com/ync3ckws>]. In a long text message conversation through the evening of November 30, 2015, Radack and Fitzgibbon exchanged the following words:



23. On the morning of December 1, 2015, Radack and Trevor Fitzgibbon had consensual sex at the Hotel Lombardy. Afterwards, that same day, Radack continued to asked Fitzgibbon for professional favors:



24. Before the end of the day on December 1, 2015, Radack and Fitzgibbon texted one final time. Radack had trouble finding the Facebook post and tweets shared by Fitzgibbon with certain clients and followers. Fitzgibbon texted links to all the users/accounts with whom he had shared Radack's post/tweet, including @wikileaks, @xychelsea, @MsJodieEvans, @suigenerisjen, and @fitzgibbonmedia. Radack apologized for not seeing the publicity:



25. Radack never mentioned rape or sexual abuse – not even once.

26. Radack's text message communications, her selfies, her demeanor and her behavior all demonstrate that Radack concocted the criminal charges against Fitzgibbon.

27. Radack fabricated the criminal charges out of whole cloth, knowing the charges to be false, and with reckless disregard for the truth.

28. Trevor Fitzgibbon states a claim under Virginia law for malicious prosecution. More specifically, (a) Radack initiated a criminal proceeding against Fitzgibbon, (b) the proceeding terminated in a manner not unfavorable to Fitzgibbon, (c) the proceeding was instituted without probable cause, and (d) Radack acted with malice,

out of a controlling motive other than a good faith desire to further the ends of justice, enforce obedience to the criminal laws, suppress crime, or see that the guilty are punished. *Stanley v. Webber*, 260 Va. 90, 95-96, 531 S.E.2d 311 (2000); *Giant of Virginia, Inc. v. Pigg*, 207 Va. 679, 684, 152 S.E.2d 271 (1967) (malice may be inferred from the lack of probable cause).

29. Radack's malicious prosecution of Trevor Fitzgibbon was vile and contemptuous, especially given the fact that Radack is a powerful, high-profile lawyer and she knew that her misconduct and abuse of power would gravely injure another human being.

30. Rather than admit the simple truth about what happened, Radack manufactured crimes and lied to cover-up her adultery and to further her prominent career. Radack's behavior is an affront to justice and it does grave injury to real victims of sexual assault.

31. Because of Radack's malicious prosecution, Trevor Fitzgibbon suffered substantial damage and incurred loss, including, but not limited to, pain and suffering, emotional distress and trauma, insult, anguish, stress and anxiety, public ridicule, humiliation, embarrassment, indignity, damage and injury to his reputation, lost wages and income, financial loss, and other out-of-pocket expenses in an amount to be determined by the Jury, but not less than \$10,000,000.00.

32. As a result of Radack's malicious prosecution, Trevor Fitzgibbon seeks compensatory damages and punitive damages, as well as attorney's fees pursuant to the rule of law announced by the Virginia Supreme Court in *Burruss v. Hines*, 94 Va. 413, 26 S.E. 875, 878 (1897) ("The general rule is that counsel fees are not recoverable as

damages; but on the trial of an action for malicious prosecution or false imprisonment, where exemplary damages are recoverable, the fees paid or incurred to counsel for defending the original suit or proceeding may be proved, and, if reasonable and necessarily incurred, may be taken into consideration by the jury in the assessment of damages.”).

**COUNT II – DEFAMATION PER SE**

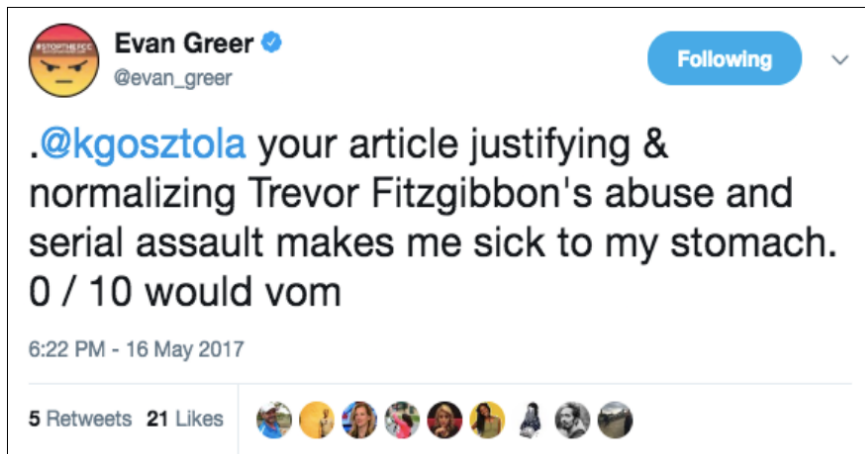
33. In addition to the malicious prosecution, Radack has leveraged her substantial following on Twitter, which includes her internationally renowned clients, to publish and republish multiple false and defamatory statements about Trevor Fitzgibbon.

34. On May 15, 2017, Shadowproof.com published an online article disclosing that Trevor Fitzgibbon had been cleared of the criminal charges levelled by Radack. [<https://shadowproof.com/2017/05/15/united-states-attorney-d-c-clears-trevor-fitzgibbon-sexual-misconduct-charges/>]. The Shadowproof article noted, *inter alia*, that Radack had been represented by high-profile attorney Gloria Allred, but, significantly, Allred never held a press conference or made a single public statement against FitzGibbon. The Shadowproof article was also published on Twitter:



35. Within days of the publication of the Shadowproof.com article, Radack began to aggressively attack Trevor Fitzgibbon. Employing a campaign of digital defamation, Radack used Twitter to publish and republish (tweet, retweet and like) false and defamatory statements of and concerning Trevor Fitzgibbon:<sup>2</sup>

a. On May 16, 2017, Radack “like[d]” and, thereby, republished the following false and defamatory tweet to her (Radack’s) 35,600 Twitter followers:



b. On May 17, 2017, Radack “like[d]” and, thereby, republished the following false and defamatory tweet to her (Radack’s) 35,600 Twitter followers:

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<sup>2</sup> Several of Radack’s clients, including Drake (52,000 followers) and Kiriakou (30,800 followers), follow Radack on Twitter and, therefore, received Radack’s tweets, retweets and likes. Drake republished (retweeted) numerous of Radack’s false and defamatory tweets to Drake’s 52,000 followers. Within days of one of Radack’s defamatory tweets, Kiriakou published an article on the #MeToo movement. [<https://readersupportednews.org/opinion2/277-75/47594-can-metoo-reach-the-hidden-victims>].



The attachment to “Sean Carlson’s” tweet was a statement published by anonymous “Former Fitzgibbon Employees”. [<https://medium.com/@formerfitzgibbon/former-staff-of-fitzgibbon-media-respond-to-statements-professional-retaliation-by-former-firm-d0dd2c3d3cc5>]. The statement contained false and defamatory statements about Fitzgibbon, including (1) “Trevor FitzGibbon used the announcement that he evaded criminal charges in D.C. to ... retaliate against former staff who dared speak up”; (2) “FitzGibbon’s efforts to shame victims of his abuse have resulted in significant emotional distress for former staff, and prove he has learned nothing since the closure of the firm. There is no place for this kind of behavior in the progressive movement”; and (3) “We urge members of the progressive community and journalists to seriously question the credibility of FitzGibbon’s claims. These claims are deeply rooted in personal attacks against those of us who have dared to stand up and speak out about his behavior, both before and after Trevor closed the firm as a result of the accusations against him.”

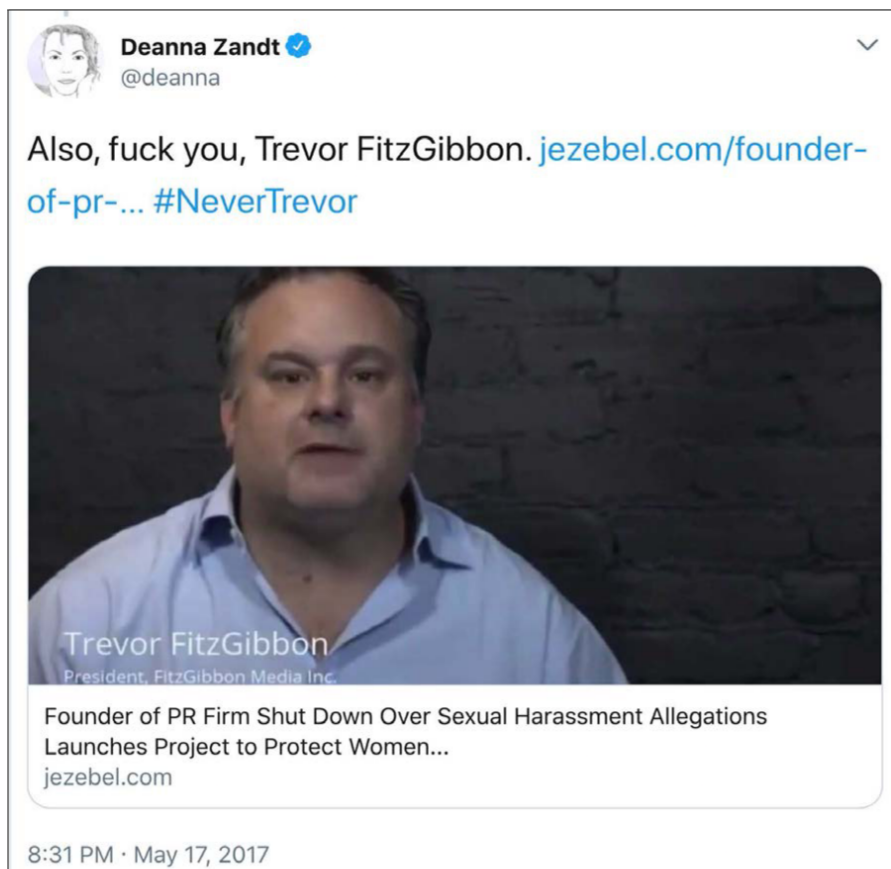
c. On May 17, 2017, Radack “like[d]” and, thereby, republished the following false and defamatory tweet to her (Radack’s) 35,600 Twitter followers:



The attachment to “Neal Carter’s” tweet was a statement that the organization, Ultraviolet, was urging “progressive allies” to sign on to a letter denouncing Fitzgibbon. The Ultraviolet letter contained multiple false and defamatory statements about Fitzgibbon. The letter is described in more detail below. Radack concealed the fact that she had a consensual affair with Trevor Fitzgibbon. Radack made it appear as if she was a victim. Radack deceived her Twitter followers and the #MeToo movement.

d. On May 17, 2017, Radack “like[d]” and, thereby, republished the following false and defamatory tweet to her (Radack’s) 35,600 Twitter followers:





The article attached to the “Deanna Zandt” tweet contained multiple false and defamatory statements about Trevor Fitzgibbon, including the fact that “now, evidently, it’s time for FitzGibbon’s second act” and “Trevor FitzGibbon ... evaded criminal charges in D.C.”. [<https://jezebel.com/founder-of-pr-firm-shut-down-over-sexual-harassment-all-1795302563>].

e. On May 18, 2017, Radack “like[d]” and, thereby, republished the following false and defamatory tweet to her (Radack’s) 35,600 Twitter followers:



f. On May 18, 2017, Radack republished (retweeted) the following false and defamatory tweet to her 35,600 followers:



MoveOn.org, a former client of Fitzgibbon Media, had 291,000 followers on Twitter. MoveOn.org attached to its tweet the same statement from the anonymous "Former Fitzgibbon Employees" that Carlson attached to his tweet.

[\[https://medium.com/@formerfitzgibbon/former-staff-of-fitzgibbon-media-respond-to-statements-professional-retaliation-by-former-firm-d0dd2c3d3cc5\]](https://medium.com/@formerfitzgibbon/former-staff-of-fitzgibbon-media-respond-to-statements-professional-retaliation-by-former-firm-d0dd2c3d3cc5).

g. On May 18, 2017, Radack republished (retweeted) the following false and defamatory tweet to her 35,600 followers:



Attached to Davis' tweet was a May 18, 2017 article that Davis published on blog-site, Medium.com. [\[https://medium.com/@charlesdavis/trevor-fitzgibbon-used-to-run-a-major-progressive-public-relations-firm-representing-clients-from-25e93256217f\]](https://medium.com/@charlesdavis/trevor-fitzgibbon-used-to-run-a-major-progressive-public-relations-firm-representing-clients-from-25e93256217f). The

article contains multiple false and defamatory statements about Trevor Fitzgibbon, including: (1) “After shuttering his own company, FitzGibbon disappeared. A year and half later, though, he’s back with a public relations push, planting fake news about the allegations against him—and the women who made them—in a publication, Shadowproof”; (2) there were “years of allegations against FitzGibbon”; (3) Davis’ article also republished multiple defamatory tweets, including one from Melissa Byrne, a former staffer on U.S. Senator Bernie Sanders’ 2016 presidential campaign and an activist, who wrote:



Byrne also tweeted the following about Trevor Fitzgibbon on May 16, 2017:



h. On May 22, 2017, Radack “like[d]” and, thereby, republished the following false and defamatory tweet to her (Radack’s) 35,600 Twitter followers:



There was a press release attached to the weareultraviolet.org tweet. The press release, including a letter to “Trevor Fitzgibbon” embedded in the press release, contained false and defamatory statements, including: (1) “Today, 72 progressive organizations, including Ultraviolet, CREDO, Sierra Club, and NARAL Pro-Choice America, released a letter directed at Trevor Fitzgibbon, former President of Fitzgibbon Media and sexual abuser, pledging not to support his new firm, Mission Critical Media”; (2) “It’s an unfortunate reality that our judicial system too often fails sexual assault survivors. The U.S. Attorney’s decision regarding your case is far from an absolution of misconduct. As

members of the progressive movement, we believe survivors – and we won't work with individuals who have a history of harassment and assault"; (3) "Rape culture is alive and well in our society and, unfortunately, in the progressive movement. Too often, survivors are shamed, questioned, or forced into silence. It's time for all of us to take a stand, together, against rape culture and for justice for survivors. Shaming survivors as you attempt to minimize your misconduct and market yourself as a champion of women is not only insulting, but a dangerous display of rape culture in action. We won't be complicit in your cover-up through this shallow, self-serving project masked as an initiative to end workplace harassment. It will do far more harm than good in the precedent it sets."

i. On May 22, 2017, Radack republished (retweeted) the following false and defamatory tweet by "Charles Davis", @charliearchy:



j. As the #MeToo movement began to gain momentum in the fall of 2017, Radack publicly proclaimed that she too had a "Harvey Weinstein" story to tell. Radack continued to conceal the fact that she had had an affair with Trevor Fitzgibbon freely and voluntarily and without force, coercion or intimidation of any kind. On

October 11, 2017, Radack published (tweeted) the following about Trevor Fitzgibbon to her 35,600 followers:



k. On October 13, 2017, Radack published (tweeted) the following about Trevor Fitzgibbon to her 35,600 followers:



Radack knew that her tweets about Trevor Fitzgibbon would be republished, liked and shared by her 35,600 followers with their hundreds of thousands perhaps millions of followers. For instance, Radack's October 13, 2017 tweet was republished (retweeted) by "Notso Mellow D" (3,656 followers), "GodandtheBear" (14,927 followers), "Yael

Grauer” (6,743 followers), “TlinAl” (617 followers), “Janet Wood Brown” (67 followers), “Lucie Perreault” (85 followers), “Carmine” (289 followers), “Calvynne KT” (76 followers), “Clara Campos” (366 followers), “Bon de Veire” (194 followers), “Gwen Johnson” (115 followers), “John-Mark Gurney” (1,015 followers), “Rich Felker” (1,494 followers), “Yes, I’m A Fire Sign” (2,476 followers), “William Neuheisel” (470 followers),<sup>3</sup> “Succube desoeuvree” (422 followers), “Love4WorldPeace” (2,323 followers), “Tony Naggs” (944 followers), “Edu-CyberPlayGround” (1,495 followers), “Marta Lisle” (5,809 followers), “weems-OSCP Student” (1,386 followers), “Spookd Blog” (3,588 followers).

l. Radack intentionally used social media as a weapon to amplify her defamation and expand its scope.

m. On October 14, 2017, Radack published (tweeted) the following about Trevor Fitzgibbon to her 35,600 followers:



<sup>3</sup> Williams Neuheisel is a collaborator and/or colleague of Radack. [<http://thehill.com/opinion/cybersecurity/354543-congress-should-ensure-whistleblower-protections-if-it-renews-nsas-mass>]. Neuheisel is a “web geek, feminist, human rights and civil liberties advocate” with the WHISPeR program at @xposefacts. [[https://twitter.com/wneuheisel?ref\\_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor](https://twitter.com/wneuheisel?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor)].



n. On October 28, 2017, Radack published (tweeted) the following about Trevor Fitzgibbon to her 35,600 followers:



o. On December 5, 2017, Radack published (tweeted) the following to her 35,600 followers:

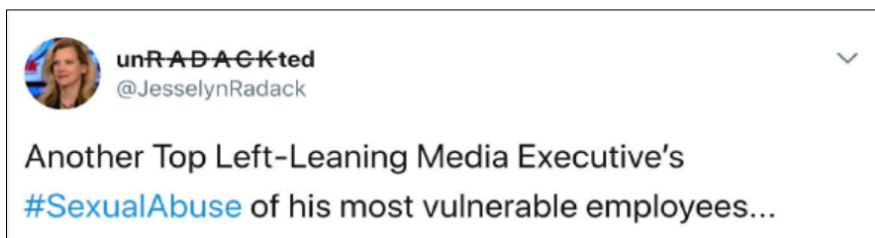


This tweet, as with all the others cited above, is of and concerning Trevor Fitzgibbon.

p. On December 5, 2017, Radack republished (retweeted) the following about Trevor Fitzgibbon to her 35,600 followers:



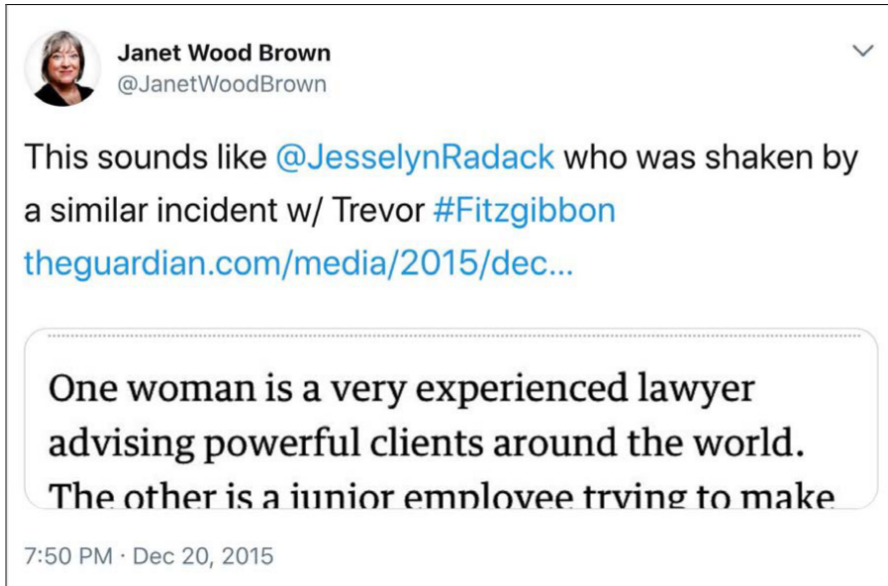
q. On December 21, 2017, Radack published two (2) tweets. In the first tweet at 5:59 p.m., she attached a *BuzzFeed* article with the following statement:



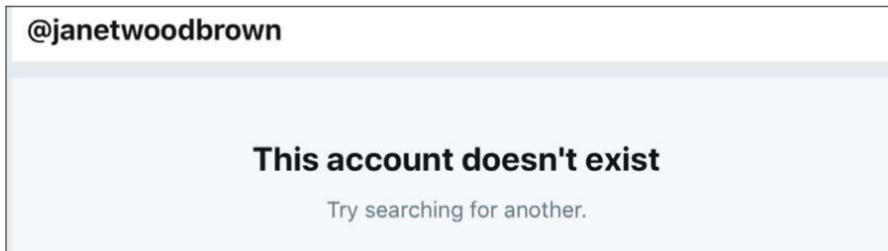
In the second tweet at 6:02 p.m., Radack stated:



36. In addition to the publications and republications detailed above in paragraph 35, between December 2015 and May 2017, Radack told numerous other people that Trevor Fitzgibbon had raped or sexually abused her. Janet Wood Brown – Radack’s mother – for instance, published the following tweet on December 21, 2015:<sup>4</sup>



<sup>4</sup> After this action was filed on April 13, 2018, Janet Wood Brown a/k/a Janet Goodman or someone acting at her direction deleted her entire Twitter account. @JanetWoodBrown no longer exists. A search for @JanetWoodBrown reveals:



Upon information and belief, Radack instructed her mother to delete the Twitter account.

37. Radack knowingly filed a false police report, in itself a criminal offense, and, thereafter, continued to defame Fitzgibbon through December 2017.

38. Between November 4, 2015 and the present, Radack took no civil action of any kind against Trevor Fitzgibbon because of the alleged rape and sexual abuse because, in fact, no rape or sexual abuse occurred. Radack knew that, if she signed a complaint, she would be sanctioned under Rule 11 of the Federal Rules of Civil Procedure.

39. The filing of criminal charges against Trevor Fitzgibbon was premeditated. Radack intended to put Trevor Fitzgibbon on a permanent "Rape List". Radack has a long history with "Rape Lists". She has used them as a form of reprisal. [https://www.salon.com/2014/10/09/ivy\\_leagues\\_rape\\_fiasco\\_a\\_personal\\_reflection\\_of\\_progess\\_and\\_sadness/](https://www.salon.com/2014/10/09/ivy_leagues_rape_fiasco_a_personal_reflection_of_progess_and_sadness/); <http://www.browndailyherald.com/2004/09/22/rape-list-serving-the-brown-community-since-1991/>. Radack intended to use the court of popular opinion to crucify Trevor Fitzgibbon without due process. She lodged criminal complaints, which she knew would immediately injure Fitzgibbon's reputation in the ever-prejudicial court of public opinion. Radack intended to turn Fitzgibbon into a pariah, so he could not work or afford a lawyer. She knew that the accusations of a prominent whistleblower attorney would be enough, in and of themselves, to condemn Trevor Fitzgibbon. Radack's tactics were tortious, sharp, immoral and unethical.

40. Radack made and published to third-parties, including her 35,600 Twitter followers, numerous false factual statements, which are detailed verbatim above, of or concerning Trevor Fitzgibbon.

41. By tweeting and retweeting, Radack knew or should have known that her false and defamatory statements would be republished over and over by third-parties millions of times to Trevor Fitzgibbon's detriment and injury. Republication by Radack's Twitter followers, including Drake, was the natural and probable consequence of Radack's actions and was actually and/or presumptively authorized by Radack. In addition to her original publications, Radack is liable for the republication of the false and defamatory statements by third-parties under the doctrine announced in *Weaver v. Home Beneficial Co.*, 199 Va. 196, 200, 98 S.E.2d 687 (1957) ("where the words declared on are slanderous per se their repetition by others is the natural and probable result of the original slander.").

42. Radack's false statements constitute defamation *per se*. The statements accuse and impute to Trevor Fitzgibbon the commission of felonies and crimes involving moral turpitude and for which Fitzgibbon may be punished and imprisoned in a state or federal institution. Rape, for instance, is punishable, in the discretion of the court or jury, by confinement in a state correctional facility for life or for any term not less than five years. § 18.2-61(B) of the *Virginia Code (1950), as amended*. Radack's statements also impute to Fitzgibbon an unfitness to perform the duties of an office or employment for profit, or the want of integrity in the discharge of the duties of such office or employment. Radack's statements also severely prejudice Fitzgibbon in his profession or trade.

43. Radack's false statements harmed Trevor Fitzgibbon.

44. Radack made the false statements with actual or constructive knowledge that they were false or with reckless disregard for whether they were false. Radack acted with actual malice and reckless disregard for the truth for the following reasons:

a. Radack lied to the police and lied to the United States Attorney. She manufactured criminal charges and pursued those charges knowing all the while that no rape or sexual abuse had occurred.

b. Radack set out to promote a predetermined agenda, which was to destroy Trevor Fitzgibbon's reputation with falsehoods.

c. Radack continued to publish and republish false and scandalous statements and to use unnecessarily strong, violent, scandalous and egregious language, disproportionate to any occasion.

d. Radack did not act in good faith because, in the total absence of evidence and in the face of her own text messages and nude photos, she could not have had an honest belief in the truth of her statements about Trevor Fitzgibbon.

e. Radack reiterated, repeated and continue to republish false and defamatory statements, and enticed others to do so, out of a desire to hurt Fitzgibbon and to permanently stigmatize him.

45. Radack lacked reasonable grounds for any belief in the truth of her statements, and, at the very least, acted negligently in failing to determine the true facts.

46. As a direct result of Radack's defamation, Trevor Fitzgibbon suffered substantial damage and loss, including, but not limited to, presumed damages, actual damages, loss of business and income, pain and suffering, emotional distress and trauma, insult, anguish, stress and anxiety, public ridicule, humiliation, embarrassment, indignity,

damage and injury to his reputation, attorney's fees, costs, and other out-of-pocket expenses in an amount to be determined by the Jury, but not less than \$10,000,000.00.

**COUNT III – INSULTING WORDS**

47. Radack's insulting words, in the context and under the circumstances in which they were written and used, tend to violence and breach of the peace.

48. Like any reasonable person, Trevor Fitzgibbon was humiliated, disgusted, angered and provoked to violence by the false accusations of rape, sexual abuse and sexual harassment of Radack.

49. Radack's false, libelous and slanderous words are fighting words, which are actionable under § 8.01-45 of the Virginia Code (1950), as amended.

50. As a direct result of Radack's insulting words, Trevor Fitzgibbon suffered damage and loss, including, but not limited to, actual damages, loss of business and income, pain and suffering, emotional distress and trauma, insult, anguish, stress and anxiety, public ridicule, humiliation, embarrassment, indignity, damage and injury to reputation, attorney's fees, costs, and other out-of-pocket expenses in an amount to be determined by the Jury, but not less than \$10,000,000.00.

51. Radack attempted to use the Office of the United States Attorney and social media to portray herself as a "victim" of rape and sexual abuse. She is not a victim at all. Radack hijacked the ideals of the #MeToo movement and used those ideals as a sword to destroy the life of another human being. What Radack did – falsely accuse Trevor Fitzgibbon of horrible crimes that Fitzgibbon most certainly did not commit – has NOTHING to do with basic human rights, dignity, self-respect and equality. Radack's conduct is shameful and embarrassing and demeaning to all women. Radack was a



willing participant in a relationship between consenting adults. Rather than own her relationship with Fitzgibbon, she chose to cry “rape”, lie to law enforcement, falsify criminal charges, and attempt to fraudulently align herself with real “victims” of violence. No matter how powerful Radack is, she has committed egregious crimes against humanity by falsely accusing Trevor Fitzgibbon of crimes he did not commit.

**COUNT IV – ABUSE OF PROCESS AND DEFAMATION**

52. At no time in 2016, 2017 or 2018 has Trevor Fitzgibbon personally had any contact – in person, by telephone, by mail, by email, by text message or otherwise – with Radack or with any member of Radack’s family.

53. On April 20, 2017, Counsel for Fitzgibbon (Jeffrey B. O’Toole of the law firm, Bonner Kiernan) filed a written complaint regarding Radack with the Office of Disciplinary Counsel, Board of On Professional Responsibility, District of Columbia Court of Appeals. Radack filed a written response to the Bar complaint. The Office of Disciplinary Counsel investigated and closed the matter in November 2017.

54. After filing the complaint on April 13, 2018, Counsel for Fitzgibbon emailed a copy of the complaint in this action and a preservation of evidence letter to Radack. A copy of the email is attached as *Exhibit “A”*.<sup>5</sup>

55. On Saturday, April 14, 2018, Counsel for Fitzgibbon discovered that Radack had disregarded the preservation letter and spoliated evidence: specifically, on April 13 or in the early morning of April 14, Radack deleted from her Twitter account all

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<sup>5</sup> Radack received the email because at approximately 3:38 p.m. on April 13 she published the following tweet: “**Tweeps ASAP, please recommend a good civil defense attorney in EDVA, with a specialty in reputational torts.**” Later on April 13, Radack deleted the tweet.

the false and defamatory tweets she had made about Trevor Fitzgibbon. Plaintiff's counsel emailed Radack about the spoliation and demanded that no further documents or information be destroyed. A copy of Counsel's email is attached as Exhibit "B".

56. On April 15, 2018, Plaintiff's Counsel supplied Radack via email with a copy of the summons issued by the Clerk, the complaint, and provided a waiver of service of summons form. A copy of Counsel's email is attached as Exhibit "C".<sup>6</sup>

57. On April 18, 2018, Radack personally appeared before the Superior Court for the District of Columbia, Domestic Violence Unit, and filed a sworn "Petition and Affidavit for Civil Protection Order" (the "Radack Petition"). In her sworn Petition, Radack represents:

- Fitzgibbon was "stalking" her;
- Fitzgibbon committed "sexual assault" in 2015;

According to the Radack Petition, the "stalking" consisted of (a) the August 2017 Bar complaint, and (b) the three (3) emails from Counsel for Fitzgibbon (Exhibits "A-C"). Radack claimed that she took the Bar complaint and the three emails "as a threat". The "sexual assault" referred to in the April 18, 2018 Radack Petition is the "rape" and "sexual abuse" that Radack said occurred in 2015 – the same charges of rape and sexual abuse that were dropped by the United States Attorney in April 2017. Radack represented to the Court in the Radack Petition that the "sexual assault" that occurred in 2015 "made Petitioner to fear for her safety" *almost two-and-one-half years later* in 2018.

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<sup>6</sup> Except for Exhibits "A-C", Counsel for Fitzgibbon has not had any direct contact with Radack. Radack retained counsel in this action on April 24, 2018. Since April 24, 2018, all communications have been with Radack's legal counsel.

58. Based on the allegations in the Radack Petition, Radack sought the following relief:

1.  Ordering Respondent not to abuse, threaten, stalk or harass me, my children and
2.  Ordering respondent to stay away from:  my person;  my work;  my home;  
 My children's school/daycare;  other persons (names) [REDACTED] Radack [REDACTED], [REDACTED] Radack [REDACTED], [REDACTED] Radack [REDACTED], Daniel Radack [REDACTED]  other places I frequent (describe):  
Tenleytown
3.  Ordering Respondent not to contact me  by telephone;  in writing;  electronic or social media;  in any other manner, directly or indirectly through a third party.

12.  Ordering Respondent to enroll in and complete an appropriate counseling program for:  
 Alcohol abuse;  drug abuse;  domestic violence;  parenting;  
 Other (describe):
13.  Ordering the police to:  stand by while Respondent vacates my home;  make sure Respondent turns over my keys;  accompany me and stand by while I recover my belongings from Respondent;  assist me with service of process upon the Respondent.
14.  Ordering Respondent to reimburse me for my attorney's fees and costs.
15.  Other (describe):
16.  Directing the respondent to relinquish possession of any firearms.
17.  The Respondent's actions place the safety or welfare of myself and/or a family member in immediate danger and I request that the court grant me a Temporary Protection Order today.

59. On April 18, 2018, a Judge/Magistrate Judge found *ex parte* that "the safety and welfare of Petitioner and/or a family member is endangered by Respondent" and entered a Temporary Protection Order.

60. Radack filed the Radack Petition and sought a civil protection order for improper purposes. The Bar complaint, resolved in 2017, was not a "threat". The emails from Counsel for Fitzgibbon were not a "threat". Radack had no evidence or good faith belief that Trevor Fitzgibbon intended to contact her, her husband or her children in any manner, go to her home or to her place of work or to any place she frequented for any reason, or go to her children's school. There was no evidentiary support for Radack to

request Fitzgibbon to enroll in counseling programs for “Alcohol abuse”, “drug abuse”, or “domestic violence” or directing him to relinquish “firearms”. The Radack Petition is a public relations stunt concocted by Radack in concert with activists with whom she is in contact. Radack’s ulterior purpose in filing the Petition was to manufacture a “Court” document that she could provide to publicists, activists and colleagues at ExposeFacts to be used (a) to further defame Trevor Fitzgibbon and interfere with his business and prospective clients, (b) to argue that Fitzgibbon is “threatening” her, threatening her husband and children, and that she is a “victim”, (c) to deflect attention from the abhorrible crimes she committed when she bore false witness, lied to the United States Attorney and falsely accused Trevor Fitzgibbon of rape, and (d) to conceal her wrongdoing, protect her reputation and business, and facilitate continued public engagements, including a panel appearance on May 16, 2018 at the “RightsCon.org” [<https://www.rightscon.org/>] human rights summit event in Toronto, Canada. [[https://twitter.com/rightscon?ref\\_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor](https://twitter.com/rightscon?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor)]. Radack is in the process of launching a public relations campaign against Fitzgibbon using Twitter and perhaps other social media in which she will attack Fitzgibbon using the phony Petition. Upon information and belief, Radack has already published the fraudulent and baseless Petition to one or more publicists and activists, including Sparrow Media (Andrew Stepanian). Radack’s use of the Petition is a perversion of regularly-issued process. Radack has engaged in acts in the use of the process not proper in the regular prosecution of the proceedings.

61. On April 28, 2018, Fitzgibbon learned about the Radack Petition for the first time. Fitzgibbon has been ordered to appear in Court on May 2, 2018 for an “evidentiary hearing” on the Radack Petition.

62. Radack’s use and publication of the false, libelous and slanderous Petition constitutes malicious abuse of process and defamation *per se*.

63. As a direct result of Radack’s malicious abuse of process and defamation, Trevor Fitzgibbon suffered damage and loss, including, but not limited to, actual damages, loss of business and income, pain and suffering, emotional distress and trauma, insult, anguish, stress and anxiety, public ridicule, humiliation, embarrassment, indignity, damage and injury to reputation, attorney’s fees, costs, and other out-of-pocket expenses in an amount to be determined by the Jury, but not less than \$10,000,000.00.

Trevor Fitzgibbon alleges the foregoing based upon personal knowledge, public statements of others, and records in his possession. He believes that substantial additional evidentiary support, which is in the exclusive possession of Radack and her clients, agents, surrogates, alter egos and other third-parties, including former clients of Fitzgibbon Media, will exist for the allegations and claims set forth above after a reasonable opportunity for discovery.

Fitzgibbon reserves the right to amend this Complaint upon discovery of additional instances of Radack’s malicious prosecution, defamation and insulting words.

**CONCLUSION AND REQUEST FOR RELIEF**

WHEREFORE, Trevor Fitzgibbon respectfully request the Court to enter Judgment against Jesselyn Radack as follows:

- A. Compensatory damages in an amount to be determined by the Jury, but not less than \$10,000,000.00;
- B. Punitive damages in the amount of \$350,000.00 or the maximum amount allowed by law;
- C. Prejudgment interest at the rate of 6% per year on the Principal Sum awarded by the Jury from April 20, 2017 to the date of Judgment;
- D. Postjudgment interest at the rate of six percent (6%) per annum until paid;
- E. Attorney's Fees and Costs;
- F. Such other relief as is just and proper.

**TRIAL BY JURY IS DEMANDED**

DATED: April 30, 2018

TREVOR FITZGIBBON

By: /s/ Steven S. Biss  
Steven S. Biss (VSB # 32972)  
300 West Main Street, Suite 102  
Charlottesville, Virginia 22903  
Telephone: (804) 501-8272  
Facsimile: (202) 318-4098  
Email: [stevenbiss@earthlink.net](mailto:stevenbiss@earthlink.net)

*Counsel for the Plaintiff*

**Steven S. Biss**

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**From:** "Steven S. Biss" <stevenbiss@earthlink.net>  
**Date:** Friday, April 13, 2018 3:13 PM  
**To:** <Jess@exposefacts.org>  
**Attach:** Complaint - 4.13.18.pdf; Preservation Letter - Radack - 4.13.18.pdf  
**Subject:** Fitzgibbon - Radack (E.D. Va.)

Ms. Radack,

I represent Trevor Fitzgibbon in connection with his claims against you for Malicious Prosecution, Defamation and Insulting Words.

Attached in PDF is a copy of Mr. Fitzgibbon's Complaint filed this afternoon in the United States District Court for the Eastern District of Virginia, Richmond Division.

Also attached in PDF is a Preservation Letter.

On Monday, I will email you a completed Waiver of Service of Summons form.

Please refer this matter to your legal counsel and insurer immediately.

Call or email me if you have any questions.

Steven S. Biss  
300 West Main Street, Suite 102  
Charlottesville, Virginia 22903  
Mobile: (804) 501-8272  
Facsimile: (202) 318-4098  
Email: stevenbiss@earthlink.net  
Email: ssbiss@yahoo.com  
LinkedIn: [www.linkedin.com/in/steven-s-biss-6517037](http://www.linkedin.com/in/steven-s-biss-6517037)

**Steven S. Biss**

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**From:** "Steven S. Biss" <stevenbiss@earthlink.net>  
**Date:** Saturday, April 14, 2018 11:29 AM  
**To:** <Jess@exposefacts.org>  
**Cc:** "Steven Biss" <stevenbiss@earthlink.net>; "Trevor FitzGibbon" <VoxVeritas@protonmail.com>  
**Subject:** Spoliation Of Evidence

Ms. Radack,

You intentionally disregarded my preservation letter and spoliated evidence by deleting from your Twitter account every offending tweet of and concerning Trevor Fitzgibbon.

I expected better from you. The United States District Court expects that lawyers and litigants understand their duty to preserve evidence. You have committed a very serious breach of duty and you can be assured that I will bring your spoliation to Judge Payne's attention at the earliest opportunity.

I request that you refrain from destroying any further evidence. I also request that you refrain from instructing clients, such as Thomas Drake, to delete tweets and ESI. As you know, the hard drives of your computers and your clients' computers are discoverable.

Please consult an attorney if you have any question about your duty to preserve ESI and other evidence.

Steven S. Biss  
300 West Main Street, Suite 102  
Charlottesville, Virginia 22903  
Tel.: (804) 501-8272  
Fax: (202) 318-4098  
Email: stevenbiss@earthlink.net  
Email: ssbiss@yahoo.com



**Steven S. Biss**

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**From:** "Steven S. Biss" <stevenbiss@earthlink.net>  
**Date:** Sunday, April 15, 2018 7:01 PM  
**To:** "Jesselyn Radack" <Jess@exposefacts.org>  
**Attach:** Complaint - 4.13.18.pdf; Summons - Radack - 4.13.18.pdf; Waiver of Service of Summons - 4.15.18.pdf  
**Subject:** Fitzgibbon - Radack (Case 3:18-cv-247-REP) (E.D. Va.)

Ms. Radack,

Attached in PDF are copies of Plaintiff's Complaint, Summons issued by the Clerk of Court, and Waiver of Service of Summons form.

In the interests of justice and in order to save cost and expense, I request that you sign and mail me the Waiver. This will also afford you additional time to respond to Plaintiff's Complaint.

If I do not receive the Waiver within 7 days, I will have you served with process.

Steven S. Biss  
300 West Main Street, Suite 102  
Charlottesville, Virginia 22903  
Mobile: (804) 501-8272  
Facsimile: (202) 318-4098  
Email: stevenbiss@earthlink.net  
Email: ssbiss@yahoo.com  
LinkedIn: [www.linkedin.com/in/steven-s-biss-6517037](http://www.linkedin.com/in/steven-s-biss-6517037)