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11 Attorneys for Plaintiffs Seiko Epson Corporation
 12 and Epson America, Inc.

13
 14 UNITED STATES DISTRICT COURT
 15 DISTRICT OF NEVADA

16 Seiko Epson Corporation and Epson)	Case No. 3:16-cv-00524-RCJ-VPC
17 America, Inc.,)	
)	JUDGMENT
18 v.)	PURSUANT TO ENTRY OF
)	DEFAULT
19 InkSystem LLC, et al.,)	
)	
20 Defendants.)	
21 _____)	

22 This cause having come before this Court on the motion of Plaintiffs Seiko Epson
 23 Corporation and Epson America, Inc. (collectively “Plaintiffs”) for entry of default
 24 judgment and permanent injunction (“Motion”) against Defendants Inksystem LLC,
 25 Lucky Print, LLC, AF LLC, ART LLC, Inkredible LLC LLC, Andriy Kravchuk, Igor
 26 Bielov, Artem Koshkalda, Vitalii Maliuk, Veles LLC, Alado LLC, Karine LLC, KBF,
 27 LLC, Karine Vardanian a/k/a Karine Christ a/k/a Karine Crist a/k/a Karine Westbrook,
 28 Vladimir Slobodianiuk a/k/a Volodymyr Slobodianiuk a/k/a Vladimir Westbrook,

1 Kristina Antonova a/k/a Krystyna Antonova a/k/a Kristy Antonova a/k/a Krystyna
2 Antanova a/k/a Krystyna Taryanik, and Roman Taryanik (collectively, “Defendants”),
3 and Sancase LLC, Vilacet LLC, Renoca LLC, Best Deal Cartridge, LLC, Privat Group
4 LLC, Yava LLC and Danalop LLC (collectively, “Koshkalda’s Companies”);

5 AND, the Court having read and considered the pleadings, declarations and
6 exhibits on file in this matter and having reviewed such evidence as was presented in
7 support of Plaintiffs’ Motion;

8 AND, GOOD CAUSE APPEARING THEREFOR, the Court finds the following
9 facts:

10 Plaintiffs are the owners of all rights in and to trademark registrations, including,
11 but not limited to, the trademarks which are the subject of the registrations listed in
12 Exhibit A (collectively the “Plaintiffs’ Trademarks”), attached hereto.

13 Plaintiffs have complied in all respects with the laws governing trademarks and
14 secured the exclusive rights and privileges in and to the Plaintiffs’ Trademarks.

15 The appearance and other qualities of the Plaintiffs’ Trademarks are distinctive
16 and original.

17 Defendants are using Plaintiffs’ Trademarks or marks confusingly similar to
18 Plaintiffs’ Trademarks, in connection with the importation, manufacture, distribution,
19 sale and offer for sale of counterfeit and/or infringing ink cartridges bearing
20 unauthorized reproductions or substantially similar copies of registered trademarks
21 owned by Plaintiffs (“Unauthorized Product”).

22 Defendants’ advertising, displaying, promoting, marketing, distributing, offering
23 for sale and selling of the Unauthorized Product was engaged in willfully and
24 intentionally, without leave or license from Plaintiffs, in violation of Plaintiffs’ rights in
25 and to Plaintiffs’ Trademarks.

26 The liability of the Defendants in the above-referenced action for their acts in
27 violation of Plaintiffs’ rights is knowing and willful, and as such the Court expressly
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1 finds that there is no just reason for delay in entering the default judgment and
2 permanent injunction sought herein.

3 The Court has previously found that Plaintiffs have shown that proceeds from
4 Defendants' infringement were deposited into a large number of bank accounts and also
5 used to purchase valuable real estate, among other things. Dkt. 159.

6 The Court has also found that Plaintiffs have shown that Defendants have and are
7 likely to further liquidate and dissipate assets, that they have a history of transferring
8 money to family members and using shell companies to hide assets or the source of
9 money. Dkt. 159.

10 The Court, as a result of Defendants' dissipation, secreting, and hiding of assets
11 and other bad faith acts, granted an Order for Asset Seizure and Impoundment against
12 Defendants AF LLC, ART LLC, Inkredible LLC LLC, Andriy Kravchuk, Igor Bielov,
13 Artem Koshkalda and Vitalii Maliuk on August 22, 2017 ("Asset Freeze Order"),
14 enjoining them and any person, corporation or other entity acting in concert with them,
15 from further transfer or other concealment of assets. Dkt. 159. After Defendant
16 Koshkalda, with the assistance of co-Defendant Vladimir Westbrook, continued to act in
17 violation of the Court's Asset Freeze Order, individually, and through various shell
18 companies, including but not limited to Sancase LLC, Vilacet LLC and Renoca LLC, the
19 Court set a hearing requiring the personal appearance of both Koshkalda and Westbrook
20 regarding their alleged contempt, but they failed to appear in violation of the Court's
21 Order and were found in contempt of Court. Dkt. 250 ("Contempt Order"). As a result
22 of Koshkalda's continued and undisputed violation of Court Orders, including of the
23 Asset Freeze Order, an Amended Asset Freeze Order was issued as against Koshkalda
24 and his companies as a direct result of his latest contempt.

25 Therefore, based upon the foregoing facts, and GOOD CAUSE APPEARING
26 THEREFOR, THE COURT ORDERS that this Judgment shall be and is hereby entered
27 in the within action as follows:

1) This Court has jurisdiction over the parties to this action and over the subject matter hereof pursuant to 15 U.S.C. §§ 1051, *et seq.*, 28 U.S.C. §§ 1331 and 1338.

Service of process was properly made on the Defendants.

2) Defendants are using Plaintiffs' Trademarks or marks confusingly similar to Plaintiffs' Trademarks, in connection with the importation, manufacture, distribution, sale and offer for sale of Unauthorized Product which infringes upon the Plaintiffs' Trademarks.

3) The Defendants and their agents, servants, employees and all persons in active concert and participation with them who receive actual notice of the injunction are hereby restrained and enjoined from:

a) Infringing the Plaintiffs' Trademarks, either directly or contributorily, in any manner, including generally, but not limited to, manufacturing, reproducing, importing, advertising, selling and/or offering for sale any unauthorized product which features any of the Plaintiffs' Trademarks, and, specifically:

i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the Unauthorized Product or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Plaintiffs' Trademarks;

ii) Importing, manufacturing, reproducing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to the Plaintiffs' Trademarks;

iii) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendants' customers and/or members of the public to believe, the actions of Defendants, the counterfeit products and related merchandise manufactured, sold and/or

1 offered for sale by Defendants, or Defendants themselves are connected
2 with Plaintiffs, are sponsored, approved or licensed by Plaintiffs, or are
3 affiliated with Plaintiffs;

4 iv) Affixing, applying, annexing or using in connection with the
5 importation, manufacture, distribution, advertising, sale and/or offer for
6 sale or other use of any goods or services, a false description or
7 representation, including words or other symbols, tending to falsely
8 describe or represent such goods as being those of Plaintiffs.

9 4) Defendants, jointly and severally, shall pay damages to Plaintiffs in the sum of
10 Twelve Million Dollars (\$12,000,000.00).

11 5) The following Defendants shall also pay all sanctions issued against them in
12 these proceedings, as follows: Dkts. 88 (Kravchuk: \$16,146.50), 137 (Bielov/AF LLC,
13 jointly and severally: \$6,173.65, Maliuk/Inkredible LLC LLC, jointly and severally:
14 \$8,898.45), and any sanctions entered pursuant to Dkt. 175. The obligations under this
15 Paragraph 5 are separate and distinct from the obligations under Paragraph 4 above, and
16 satisfaction of one shall not constitute satisfaction of the other.

17 6) All amounts described in Paragraphs 4 and 5 of this Judgment shall bear interest
18 pursuant to 28 U.S.C. § 1961(a).

19 7) The items seized and currently stored pursuant to the Temporary Restraining
20 Order and Order for Seizure and Impoundment entered on September 13, 2017 [Dkt. 9],
21 and the Preliminary Injunction entered on October 21, 2017 [Dkt. 33], are transferred
22 and released to Plaintiffs immediately for destruction or other disposition. Defendants
23 are entitled to no credit against the amounts due under this Judgment for such items.

24 8) Title and ownership in the \$314,657.47 and any other cash assets frozen by the
25 Temporary Restraining Order; Order For Asset Seizure And Impoundment; Order To
26 Show Cause Re Issuance Of Pre-Judgment Asset Freeze entered on July 31, 2017
27 [Dkt. 105-106], the Order for Asset Seizure and Impoundment entered on August 22,
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1 2017 [Dkt. 109], the Order re Contempt as to Artem Koshkalda and Vladimir Westbrook
2 entered on October 27, 2017 [Dkt. 250], and the Amended Order for Asset Seizure and
3 Impoundment entered on October 27, 2017 [Dkt. 251], including but not limited to those
4 assets identified in the attached Exhibit B to this Judgment, are Ordered to be
5 immediately assigned or otherwise transferred to Plaintiffs or accounts identified by
6 Plaintiffs, the value of such assets to be deducted against amounts owed pursuant to this
7 Order.

8 9) Plaintiffs may enforce this Judgment against Defendants' and/or Koshkalda's
9 Companies' real estate assets, including but not limited to those identified in the attached
10 Exhibit C.

11 10) Effective immediately and until the Judgment is satisfied in full, Defendants, any
12 person acting in concert with them, whether acting directly or through any entity,
13 corporation, subsidiary, division, affiliate or other device, or any third-party service
14 provider who is served with a copy of this Order or has knowledge of this Order by
15 personal service or otherwise, are enjoined and restrained from:

16 a) Transferring, converting, encumbering, selling, concealing, dissipating,
17 disbursing, assigning, spending, withdrawing, perfecting a security interest in, or
18 otherwise disposing of any funds, real or personal property, accounts, contracts,
19 or other assets, wherever located, including outside the United States, including
20 but in no way limited to those accounts and assets identified in Exhibits B and C,
21 that include, consist of in any amount, were derived from, or were purchased with
22 any profits, proceeds or monies received from the sale of any unauthorized Epson
23 branded ink cartridge, and are:

24 i) owned or controlled by, or in the actual or constructive possession of any
25 Defendant; or

26 ii) owned or controlled by, or held for the benefit of, directly or indirectly, any
27 Defendant, in whole or in part; or

1 iii) owned or controlled by, or in the actual or constructive possession of or
2 otherwise held for the benefit of, any corporation, partnership, or other entity
3 directly or indirectly owned, managed, or controlled by any of the Defendants
4 (including but not limited to Koshkalda's Companies), including, but not
5 limited to, any assets held by, for, or subject to access by, any of the
6 Defendants at any bank or savings and loan institution, or with any broker-
7 dealer, escrow agent, title company, or other financial institution or
8 depository of any kind.

9 b) Opening or causing to be opened any new accounts or safe deposit boxes titled in
10 the name of any Defendant, or subject to access by any Defendant, that will
11 receive any profits, proceeds or monies received from the sale of any
12 unauthorized Epson branded ink cartridge;

13 c) Obtaining a personal or secured loan encumbering the asset of any Defendant, or
14 subject to access by any Defendant, where the asset consists of in any amount,
15 was derived from, or was purchased with any profits, proceeds or monies
16 received from the sale of any unauthorized Epson branded ink cartridge;

17 d) Incurring liens or other encumbrances on real property, personal property, or
18 other assets in the name, singly or jointly, of any Defendant or of any
19 corporation, partnership, or other entity directly or indirectly owned, managed, or
20 controlled by any Defendant, where the asset consists of in any amount, was
21 derived from, or was purchased with any profits, proceeds or monies received
22 from the sale of any unauthorized Epson branded ink cartridge; or

23 e) Incurring charges or cash advances on any credit card or prepaid debit, credit or
24 other bank card, issued in the name, singly or jointly, of any Defendant or any
25 corporation, partnership, or other entity directly or indirectly owned, managed, or
26 controlled by any Defendant, where the asset consists of in any amount, was

1 derived from, or was purchased with any profits, proceeds or monies received
2 from the sale of any unauthorized Epson branded ink cartridge.

3 11) The bond filed on September 15, 2017, as Dkt. 11 is hereby exonerated.

4 12) This Judgment shall be deemed to have been served upon Defendants at the time
5 of its execution by the Court and entry by the Clerk of the Court.

6 13) The Court finds there is no just reason for delay in entering this Judgment and,
7 pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs
8 immediate entry of this Judgment against Defendants.

9 14) The Asset Freeze Order [Dkt. 159], the Contempt Order [Dkt. 250], and the
10 Amended Asset Freeze Order [Dkt. 251], shall remain in full force and effect through
11 any period of stay or applicable non-enforcement period of this Judgment.

12 15) The following terms of the Asset Freeze Order [Dkt. 159], the Contempt Order
13 [Dkt. 250], and the Amended Asset Freeze Order [Dkt. 251], shall be incorporated into
14 this Judgment and will survive the entry of this Judgment:

15 a) Plaintiffs are given leave to immediately attach and execute upon any assets
16 owned or controlled by, or in the actual or constructive possession of or
17 otherwise held for the benefit of, any corporation, partnership, or other entity
18 directly or indirectly owned, managed, or controlled by Defendant Koshkalda or
19 one of his companies (including but not limited to Sancase LLC, Vilacet LLC,
20 and Renoca LLC) including but not limited to those assets identified in Exhibit A
21 and B. Plaintiffs have leave to submit proposed writs or other orders as may be
22 necessary to attach and/or execute upon any assets pursuant to this Judgment;

23 b) Koshkalda and those acting in concert with him who are subject to the
24 jurisdiction of this Court, including but not limited to Andriy Kravchuk and
25 Vladimir Westbrook, are ordered to appear for examination under oath before
26 Magistrate Judge Cooke, or another special master as the Court sees fit, at a date
27 and time to be set by Magistrate Judge Cooke or special master within 28 days of
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1 the entry of this Order, to account for all of Koshkalda's assets and recent
2 transactions, including the identification and whereabouts of all of the proceeds
3 from real estate transactions during the pendency of this action;
4 c) Koshkalda and those acting in concert with him who are subject to the
5 jurisdiction of this Court, including but not limited to Andriy Kravchuk and
6 Vladimir Westbrook, are further ordered to produce, within ten days following
7 this order, all documents for all of Koshkalda's assets and recent transactions,
8 including all documents the identification and whereabouts of all of the proceeds
9 from real estate transactions during the pendency of this action;
10 d) Plaintiffs are given leave to undertake discovery, including Debtor's
11 examinations and third-party discovery, regarding the assets and obligations of
12 Defendants and those acting in concert with them;
13 e) Koshkalda, ART LLC, and Westbrook shall deposit into a frozen account all
14 proceeds from any real estate transaction completed since August 1, 2017; and
15 f) Defendants' bank accounts are impounded, as provided in Paragraph 14 of the
16 Amended Seizure Order.
17 16) The Court shall retain jurisdiction of this action, specifically including any
18 Contempt and Sanctions Orders entered, to entertain such further proceedings and to
19 enter such further orders as may be necessary or appropriate to implement and enforce
20 the provisions of this Judgment and any orders of this Court.

21
22 IT IS SO ORDERED.

23
24 DEBRA K. KEMPI
25 CLERK

26 *Debra Kemp*
(By) DEPUTY CLERK



27
28 January 16, 2018

DATE

EXHIBIT A
SEC'S TRADEMARKS



Trademark	Registration Number	Date of Registration	Class(es) of Goods
EPSON	1,134,004	4/29/1980	9
EPSON	2,144,386	3/17/1998	2, 9 and 16
EPSON	2,949,374	5/10/2005	16
EPSON	3,092,025	5/16/2006	9
EPSON	3,520,274	10/21/2008	9
	3,448,351	6/17/2008	2, 9 and 16
	3,875,333	11/16/2010	2, 9, 16 and 40
DURABRITE	2,644,235	10/29/2002	2

EXHIBIT B

Financial Institution	Account	Account Name/Holder	Balance
Bank of America, N.A.	1744	ARTEM KOSHKALDA	\$ 1.00
Bank of America, N.A.	6624	ART LLC	\$ 90.10
Bank of America, N.A.	7115	ART LLC	\$ 38,324.05
Bank of America, N.A.	7255	ARTEM KOSHKALDA	\$ 118.13
Bank of America, N.A.	3491	ART LLC	\$ 449.00
Bank of America, N.A.	6702	Inkredible LLC	\$ 286.46
Bank of America, N.A.	6715	Inkredible LLC	\$ 64.83
Bank of America, N.A.	9178	AF LLC	\$ 1.05
Bank of America, N.A.	9275	AF LLC	\$ 5.09
Bank of America, N.A.	2263	Inkredible LLC	\$ 1,322.16
Bank of America, N.A.	0310	Inkredible LLC	\$ 1,519.10
Bank of America, N.A.	0394	Inkredible LLC	\$ 580.96
Bank of America, N.A.	8964	ART LLC	\$ 96.00
Bank of America, N.A.	8977	ART LLC	\$ 96.00
Bank of America, N.A.	8980	ART LLC	\$ 6,006.00
Bank of America, N.A.	8533	ART LLC	\$ 118.00
Bank of America, N.A.	8591	ART LLC	\$ 96.69
Bank of America, N.A.	8760	Renoca LLC	\$ 80.79
Bank of America, N.A.	9099	Privat Group LLC	\$ 254,406.77
Bank of America, N.A.	0519	Artem Koshkalda	\$ 4,249.11
Bank of America, N.A.	0087	Artem Koshkalda	\$ 121.65
Bank of America, N.A.	0090	Artem Koshkalda	\$ 113.00
Bank of America, N.A.	0100	Artem Koshkalda	\$ 395.82
Bank of America, N.A.	0155	Artem Koshkalda	\$ 113.00
Citibank Fsb	8374	Art LLC	\$ 23.44
Citibank Fsb	8390	Art LLC	\$ 47.57
Citibank Fsb	8382	Art LLC	\$ 19.57
U.S. Bank, N.A.	5442	Inkredible LLC LLC	\$ 1,557.72
U.S. Bank, N.A.	5459	Inkredible LLC LLC	\$ 138.75
U.S. Bank, N.A.	5467	Inkredible LLC LLC	\$ 1,705.27
U.S. Bank, N.A.	2778	Igor Bielov dba AF LLC	\$ 5.50
U.S. Bank, N.A.	2869	Igor Bielov dba AF LLC	\$ 14.42
U.S. Bank, N.A.	2992	Igor Bielov dba AF LLC	\$ 31.46
Wells Fargo Bank, N.A.	0399	Artem Koshkalda	\$ 50.00
Wells Fargo Bank, N.A.	4158	Artem Koshkalda dba ART	\$ 71.63
Wells Fargo Bank, N.A.	7982	Artem Koshkalda dba ART	\$ 2,211.38

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Wells Fargo Bank, N.A.	7966	Artem Koshkalda dba ART	\$	78.00
Wells Fargo Bank, N.A.	8446	Artem Koshkalda	\$	20.00
Wells Fargo Bank, N.A.	2935	Artem Koshkalda dba ART	\$	20.00
Wells Fargo Bank, N.A.	7974	Artem Koshkalda dba ART	\$	8.00

EXHIBIT C

	Owner	Address	APN	Recent History
1	Artem Koshkalda	38868 Thimbleberry Place Newark, CA 94560	92A260018	Reportedly Listed for Sale on <u>8/13/17</u>
2	Artem Koshkalda	401 Harrison St., #4D San Francisco, CA 94105	3765417	Transferred to Vilacet LLC/ Reportedly Listed for Sale on <u>8/13/17</u>
3	Artem Koshkalda	388 Fulton St., #207 San Francisco, CA 94102	0785072	Transferred to Vilacet LLC/ Reportedly Listed for Sale on <u>8/14/17</u>
4	Artem Koshkalda	11 Franklin St., # 502 San Francisco, CA 94102	0837117	Transferred to Sancase LLC/ Reportedly Listed for Sale on <u>8/13/17</u>
5	Artem Koshkalda	338 Portrero Ave., #402 San Francisco, CA 94103	3962032	Transferred to Sancase LLC/ Reportedly Listed for Sale on <u>8/14/17</u>
6	Artem Koshkalda	253 Friedell St. San Francisco, CA 94124	4591C-462	Transferred to Renoca LLC/ Reportedly not for sale
7	Artem Koshkalda	401 Harrison St., #4A San Francisco, CA 94105	3765414	Transferred to Vilacet LLC/ Reportedly not for sale
8	Artem Koshkalda	11 Franklin St., San Francisco, CA 94102 <i>(identified by Defendant as Unit #205)</i>	0837003	Reportedly not for sale
9	Artem Koshkalda & Andriy Kravchuk	One Mission Bay Property (address unknown)		
10	Artem Koshkalda	Tanglewood by Summerhill Homes Property (address unknown)		
11	Artem Koshkalda	Saverio/Pulte Homes Property (address unknown)		
12	Any other real estate properties acquired by Defendants after August 1, 2017.			

PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of Nevada. My business address is 520 East Wilson Avenue, Suite 200, Glendale, California 91206.

On November 14, 2017, I served on the interested parties in this action with:

PLAINTIFFS' NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT

DECLARATIONS AND EXHIBITS IN SUPPORT OF PLAINTIFFS' MOTION FOR ENTRY OF DEFAULT JUDGMENT

[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT

in support for the following civil action:

Seiko Epson Corporation, et al. v. InkSystem LLC, et al.

x via the United States District Court CM/ECF system;

x by email to artemkoshkalda@gmail.com for Defendants Artem Koshkalda and ART LLC per Defendant Koshkalda's request;

Artem Koshkalda 1280 Terminal Way, Ste. 28 Reno, NV 89502 [via email to artemkoshkalda@gmail.com per Defendant's request and via ECF]	Art LLC 1280 Terminal Way, Ste. 28 Reno, NV 89502 [via email to artemkoshkalda@gmail.com per Defendant's request]
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x by placing a true copy thereof in an envelope to be immediately sealed thereafter to the below Defendants. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

InkSystem LLC 1000 Bible Way, Apt. 40 Reno, NV 89502	Lucky Print LLC 1000 Bible Way, Apt. 40 Reno, NV 89502
Vitalii Maliuk 675 Fairview Dr., Ste. 233 Carson City, NV 89701	Inkredible LLC LLC 675 Fairview Dr., Ste. 233 Carson City, NV 89701

Andriy Kravchuk 1000 Bible Way, Apt. 40 Reno, NV 89502	Igor V. Bielov 390 Freeport Blvd., Ste. 6 Sparks, NV 89431
AF LLC 390 Freeport Blvd., Ste. 6 Sparks, NV 89431	KBF LLC [REDACTED] Campbell, CA 95008
Vladimir Slobodianiuk a/k/a Volodymyr Slobodianiuk a/k/a Vladimir Westbrook [REDACTED] Campbell, CA 95008	KBF LLC c/o Volodymyr Slobodianiuk 2787 Moorpark Ave. San Jose, CA 95128
Karine Vardanian a/k/a Karine Christ a/k/a Karine Crist a/k/a Karine Westbrook [REDACTED] Campbell, CA 95008	Alado LLC 1280 Terminal Way #28 Reno, NV 89502
Veles LLC 1280 Terminal Way #28 Reno, NV 89502	Kristina Antonova a/k/a Krystyna Antonova a/k/a Kristy Antonova a/k/a Krystyna Antanova a/k/a Krystyna Taryanik [REDACTED] San Jose, CA 95117
Karine LLC 1280 Terminal Way #28 Reno, NV 89502	Roman Taryanik [REDACTED] San Jose, CA 95117
KBF LLC c/o Nevada Secretary of State 202 N. Carson St. Carson City, NV 89701	

Place of Mailing: Glendale, California

Executed on November 14, 2017 at Glendale, California



Katrina Bartolome