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SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF SANTA CLARA

In re Manage of:) Case Nun	nber: 19FL001660
EKATERINA STRULYOV, Petitioner,) Respond)	ent's Trial Brief
And))	Lien Dreeks A. Diesker
) Judge:	Hon. Brooke A. Blecher
EUGENE STRULYOV,) Dept:	72
Respondent.) Trial:	02/27/2024
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Statement of Decision

Respondent hereby requests Statement of Decision. The questions to be answered are as follows:

- 1. What was the total **dollar value** of the community estate assets at the time the parties signed Judgement (05/28/2019)?
- 2. What was the **dollar value** of the assets that were transferred to Ekaterina in 2019 when the parties initially divided the community assets?
- 3. What **percentage** of community assets by dollar value did Ekaterina receive in the initial property division?
- 4. Do the numbers in items 1 and 2 above include the **dollar value** of Google stocks?
- 5. How can an asset be "omitted" when the prevailing party had already received the dollar value of that asset?
- 6. If item 6I of Judgement said "Schwab" instead of "Schwab-6350", would assets still be "omitted"?
- 7. Why did Family Court refuse to address items 1-6 until explicitly ordered to do so by the Court of Appeal?
- 8. Why did this court refuse to hear the Motion for New Trial, in violation of the relevant statutes and case law? (see the following documents filed on 06/15/2022):
 - a. Declaration of Patrick T. Bell
 - b. Declaration of Sandra Hosler
 - c. Respondent's Supplemental Memorandum
- 9. Why did this court deem peremptory challenge "untimely" when remittitur was issued on 09/26/2023 and said peremptory challenge was filed on 11/02/2023?

Exhibits

I already filed my exhibits on 11/27/2023 in the declaration "Exhibits: Set 1". I intend to use these exhibits at trial. I still do not know what Ekaterina's counterargument is going to be, or whether she has any. So I may need to provide additional exhibits to debunk whatever argument she might come up with.

Conversely, Ekaterina has known my argument for the past **2.5 years**, and my argument has remained unchanged. Any exhibits she does not provide by the 01/24/2024 deadline should be excluded.

Witnesses

I intend to call Petitioner Ekaterina Strulyov as witness. Again, I still don't know what Ekaterina's argument is going to be so I reserve the right to call additional witnesses.

Case History

This is a very brief summary of the case. For a more complete description see Statement of the Case in Appellant's Opening Brief (appellate case number H050115).

Eugene and Ekaterina were married on October 29, 2010 and separated on April 8, 2019, for a total marriage of 8 years and 5 months. They have one minor child of their marriage

Pre-Trial Events

The parties retained a private mediator to assist them in negotiating a global settlement. The Judgment of Dissolution ("Judgment") was signed by the parties on May 28, 2019 and entered on November 18, 2019. However, after finalizing their divorce, the parties had a major disagreement: Ekaterina wanted to enroll Sofia in private school and for me to pay 50% of tuition (in addition to child support and spousal support that I was already paying). I countered that the parties agreed to enroll Sofia in public school, Country Lane Elementary. I assisted Ekaterina in co-signing for an apartment in the school district she chose for Sofia. Judgment obligates me to pay for "*one half (1/2) of all educational costs*" but has no specific provision regarding private school tuition.

Ekaterina began sending me invoices for private school tuition and forced me back to mediation in January 2020. I reiterated my opposition to private school. Ekaterina then threatened to sue me over the private school tuition. In February-March 2020 the parties negotiated and signed Stipulation and Order RE: Child Support, Spousal Support and Private School Tuition ("Stipulation"), filed on April 21, 2020. I agreed to pay for private school tuition in exchange for Ekaterina's agreement to terminate spousal support.

However, by this time Ekaterina's income had nearly tripled, but she did not disclose this fact. Per the dissomaster calculation, no spousal support was due at all. When I found out about this subterfuge, I filed an RFO¹ to set aside Stipulation based on fraud by concealment. Ekaterina retaliated in the following ways:

- Violated custody and started custody litigation, ultimately depriving me of custody of my daughter.
- Launched a baseless child support litigation which she overwhelmingly lost.
- Filed her March 8 RFO. She lost on almost all issues with the notable exception of "omitted assets".
- Filed a baseless DVRO² which she also lost.

¹ Request For Order

² Domestic Violence Restraining Order

This protracted litigation has consumed well over \$200,000 in legal fees from each side. Ekaterina was not sanctioned for any motion that she lost, nor for any part of her March 8 motion that she lost.

Ekaterina's March 8 RFO

On March 8 2021 Ekaterina filed her RFO which alleged the following:

- That Eugene hid Google stock valued at \$49,721.86
- That Eugene failed to disclose and divide his vacation pay of "over \$7000"
- That Eugene committed fraud and duress in connection with assigning the condo title back to him
- That Eugene breached his fiduciary duty when he used \$130,000 of community money to pay down the condo mortgage
- That Eugene failed to properly divide his PartnersFCU checking account

In total, this RFO demanded well over \$250,000 in compensation (about 4x more than I had in liquid assets) plus attorney fees and sanctions.

Ekaterina did not even attempt to meet and confer prior to filing this motion. Rather, she filed it in secret, obtained a hearing date of 07/21/2021, and did not serve it until the last possible day.

She then immediately demanded the recusal of my attorney (Joseph Camenzind) under the pretext of "conflict of interest". She claimed to have consulted with another attorney, Travis Whitfield, who leases office space to Mr. Camenzind and employs Mr. Camenzind as "Of Counsel" on cases that they specifically agree for him to work on. Mr Whitfield has never met me, has no memory of ever meeting Ekaterina, and never discussed her case with Mr Camenzind.

I obviously opposed the recusal of my attorney. I responded that I would have had no objections in June 2020 when I retained him, but it was waaay too late to bring up such allegations in March 2021. Mr Camenzind was already well familiar with the case, and appeared at multiple hearings where Ekaterina was present. Nevertheless at the 04/12/2021 hearing my attorney was removed. I was then sanctioned for opposing the recusal of my attorney.

There was, however, one good thing that happened at the 04/12/2021 recusal hearing. Ekaterina's attorney inadvertently mentioned her March 8 RFO, which she had secretly filed but not yet served. This advance knowledge gave me enough time to hire a new attorney and prepare my response.

Response to March 8 RFO

On 07/06/2021 I filed my response which debunked Ekaterina's claims.

I acknowledged that my vacation pay was not divided, because I had no idea that Ekaterina had any claim to this money (this income was received after we signed Judgement). However, the amount was \$6630.56, not "over \$7000" as she claimed.

I completely missed the allegation regarding the PartnersFCU account. I did acknowledge at trial that I received \$20,000 deposit while Ekaterina received only \$10,000. I paid Ekaterina \$5,000 to equalize these deposits.

These were the only valid issues from Ekaterina's March 8 RFO and they amounted to \$8315.28. I argued that she could and should have settled them via meet & confer.

I denied the allegations of "fraud" and "duress" in connection with my condo. I pointed out that I owned this condo long before I met Ekaterina and she committed duress when she forced me to add her name to the title in the first place.

I denied the allegation of "breach of fiduciary duty" in connection with the \$130,000 mortgage payoff. I pointed out that Ekaterina was aware of this transaction at the time it was made – she did not find out "on the brink of divorce" as she claimed. She furthermore demanded – and received – \$65,000 equalization payment for it.

I denied the allegation of "omitted assets" and pointed out the **numbers**. I acknowledged that Ekaterina did not receive Google stocks in-kind but she did receive other stocks of equal value. So Google stocks were not "omitted" but divided by value.

After I filed this response Ekaterina morphed her "omitted assets" claim to "breach of fiduciary duty": she argued that all stocks should have been divided in kind rather than by value. This is (1) ludicrous and (2) not what she claimed originally. Family Code contemplates equal division of community estate as a whole, not each individual asset. For example, one cannot saw a car down the middle.

March 8-9 2022 trial

The trial on my set-aside RFO and Ekaterina's March 8 RFO was held on March 8-9 2022. Before the trial began, Family Court announced its tentative ruling: it agreed with me on "omitted assets" but disagreed on set-aside. I requested to file additional briefs to address the issue of private school tuition but Ekaterina wanted an all-or-nothing deal. This deal ultimately fell through and the trial proceeded. Ruling was issued on April 8 2022. To my shock and horror, Family Court reversed itself on "omitted assets". But math doesn't change on a whim. The court also sanctioned me \$60,000 while completely ignoring Ekaterina's misconduct.

Other decisions from the 04/08/2022 ruling were as follows:

• The court awarded Ekaterina \$3315.28 for her share of vacation pay

- The court awarded Ekaterina \$5000 to equalize my PartntersFCU / Ekaterina's Chase division
- Ekaterina's claims of "fraud" and "duress" in connection with my condo were denied (however, the court did not rule on my claim of duress)
- Ekaterina's claim of "breach of fiduciary duty" in connection with the mortgage payoff was denied
- Ekaterina's request to reallocate 100% of the cost of Brief Focused Assessment to me was denied

These decisions were not appealed.

Motion for New Trial

On April 29 2022 my attorney electronically filed a Motion for New Trial which pointed out that the court's decision regarding "omitted assets" is (1) mathematically impossible and (2) contradicts its own tentative ruling. Memorandum of Points and Authorities and Proof of Service were accepted on the same day, but my declaration was inexplicably rejected with a comment that it must be filed on paper. The court did not explain the reasons for this demand – it certainly never had a problem with electronic filings before. This demand also directly violated Santa Clara county rules which **mandate** electronic filings for parties represented by an attorney.

My attorney complied with the demand and refiled the RFO on paper on May 5, together with a cover sheet explaining that it was electronically filed on April 29, so it must be stamped April 29. The court finally "filed it" on May 20.

The court granted a hearing on this motion and set the hearing date to June 8 2022 – one day after the statutory deadline to file Notice of Appeal. This hearing was then continued to June 21. At the hearing, the court denied this motion on the basis that it was "not timely submitted to Court".

The court announced this decision via a tentative ruling to which my attorney responded on June 15 2022 and filed an extensive legal argument. He cited case law which states unequivocally that any mistake – or deliberate action – by the clerk of the court cannot be held against a litigant who files the documents timely. The court ignored this case law.

Appeal

I was thus forced to appeal the April 8 2022 ruling. My appeal focused on 3 issues:

- 1. Set aside of the stipulation
- 2. Omitted assets
- 3. Attorney fees and sanctions

The Court of Appeal's Opinion is attached hereto as Exhibit L. Court of Appeal affirmed issues 1 and 3. However, with regard to omitted assets it noted that:

"Eugene's exhibits to his declaration opposing Katia's motion for determination and division of the Google stocks support his contention that the full value of both Schwab accounts was included in the numbers from which Katia and Eugene determined the total value of the community property."

" [Trial Court] did not address Eugene's argument that, under sections 2550 and 2556, good cause (based on an unequal division of other assets) supported a finding that the Google stocks should not be divided equally."

(p21)

In other words, the Court of Appeal effectively endorsed Ekaterina's hair-splitting argument that she was overpaid via one asset but underpaid via a different asset. This issue was remanded to Family Court:

"We will therefore remand the matter to the court to determine whether and to what extent sections 2556 and 2550 support a finding that the interests of justice require an unequal division of the Google stock."

(p21)

Court of Appeal further noted that:

"A trial court's failure to exercise discretion is itself an abuse of discretion." (In re Marriage of Gray (2007) 155 Cal.App.4th 504, 515.) We decide that, on the facts here, the trial court abused its discretion in failing to decide this issue.

(p21)

In conclusion, the Court of Appeal states:

The April 8, 2022 orders after hearing on the request to vacate the April 21, 2020 stipulation and for sanctions are affirmed. The April 8, 2022 order after hearing on determination and division of the Google stock is reversed. **The matter is remanded for the limited purpose of a determination by the trial court whether the interests of justice require an unequal division of the Google stock.** (Fam. Code, § 2556.) The trial court's determination that the Google stock is an omitted asset is affirmed. (Ibid.) The parties shall bear their own costs on appeal. (Cal. Rules of Court, rule 8.278(a)(5).)

(p26, emphasis added)

This is an odd framing because so far Family Court has not shown any interest in justice. But in any case, we are now back to the same issue that Family Court could have resolved at the June 21 2022 hearing but refused to do so. This entire appeal could have been avoided if only Family Court had done its duty.

I asked the Court of Appeal to issue a clarification that:

"...under Family Code § 2550, Family Court is required to divide community estate equally. Where one party had already received more than half of community estate, Family Court should not be permitted to award even more community estate to that party."

It refused. I suppose this means that a windfall for Ekaterina remains on the table. However, this time Family Court has been explicitly ordered to not ignore **numbers**. This declaration will show that:

- 1. Ekaterina was already paid full cash value of Google stocks in June-July 2019 when the parties divided the assets. Thus the 04/08/22 ruling awarded these stocks to Ekaterina for the second time.
- 2. Ekaterina had already received more than 50% of community property. Instead of equalizing community property division, the 04/08/22 ruling further exacerbated it in Ekaterina's favor.

Of course Family Court already knows that: none of the numbers changed since the last time this matter was heard.

Impossible findings

Family Court made some impossible findings in its 04/08/2022 ruling. For example, this court found:

"Eugene did not divide the Google RSU. Further, throughout Trial and even in his closing arguments, Eugene takes the position that he may divide assets outside of the terms of the Judgment. In his March 24, 2022 closing statements, he justifies an unequal division by arguing that the Judgment did not equally divide the parties' cars. In other words, Eugene takes this upon himself to remedy."

This finding is mathematically impossible and contradicts the plain language of both my Closing Argument Statement and Reply Closing Argument Statement (Exhibit K, p12-13, p15-18). It is also **not** what I testified at the trial.

This court also made the following finding:

"Both parties exchanged their unsigned Preliminary Declarations of Disclosure on May 28, 2019, the same day they signed their Judgment. There were no attachments, statements or

required backup documentation attached to their Schedule of Assets and Debts."

This finding is simply false. As I already informed the court at the March 8-9 2022 trial, we exchanged our Schedules of Assets and Debts (form FL-142) via email, well before signing Judgment. This is why they are both unsigned.

This finding also makes no sense: the mediator needed these forms well in advance, in order to prepare the stipulated Judgment. I sent my email to Ekaterina and the mediator on April 25 2019 (Exhibit H). This email was not part of the record because neither party brought up this issue. But it is now.

The second problem with this finding is that neither party's FL-142 forms list account numbers but the Judgment does. Clearly the mediator received this information somehow. I believe Ekaterina provided the statements to the mediator.

This also explains why Judgement does not list my HealthEquity HSA account (\$1567.56 balance) but my FL-142 does: the mediator was working off the April 25 version of my FL-142. This was the only account that was truly omitted and it was later divided without court involvement.

Financial overview

Plain English explanation

In April 2019 I started consulting with divorce attorneys. Somehow Ekaterina found out, confronted me about it, and proposed to do a mediated divorce instead. I agreed and on April 8 2019 sent her an email entitled "divorce settlement proposal". This email contains a plain English explanation of our financial situation. It is attached hereto (again) as Exhibit A.

Schwab Brokerage (a.k.a. Schwab-6350)

April 2019 statement is attached (again) as Exhibit B1. It has a starting balance of \$201,763.49 and ending balance of \$153,858.47. Stocks actually increased in value during this period, but \$54,481.60 was transferred out. These transfers are shown on pages 8-9:

- \$19,999 was transferred to my PartnersFCU account.
- \$10,000 was transferred to Ekaterina's individual Chase bank account. I do not have Ekaterina's statement showing this deposit because she refused to produce it. However, I do have her statement for the following month (Exhibit Ek1). It shows \$10,080 starting balance as of 05/23/2019.
- The rest of the money went to our joint Chase bank account.

Note that this is the one mistake in community property division that I made: I received \$20,000 while Ekaterina received \$10,000. In the conversation that preceded my 04/08/2019 email, she demanded that I transfer \$10,000 to her account, and I agreed. In retrospect, I believe she wanted \$10,000 *from my PartnersFCU account* – that would certainly make more sense. Either she miscommunicated what she wanted or I misunderstood. But regardless, I acknowledged the problem when I became aware of it and paid Ekaterina \$5000 to equalize these deposits.

Rather than secretly filing her March 8 RFO and proceeding to waste half a million on attorney fees (about \$250,000 per side) Ekaterina could have brought this to the attention of my attorney. Instead she proceeded to remove my attorney under the pretext of "conflict of interest".

May 2019 statement is attached hereto as Exhibit B2. It is provided purely for continuity: there were no transfers in or out. Interestingly, stocks took a dip during this month and closed at 145,008.18.

June 2019 statement is attached hereto as Exhibit B3. It is provided purely for continuity. Stocks recovered and closed at \$158,231.09, slightly above 04/30/2019 close.

The next important statement is for July 2019. It is attached (again) as Exhibit B4. It shows that \$116,668.17 worth of funds were transferred out during this period (**74%** of this account). These transfers are shown on page 7 and are listed in **Table 2** below. Ekaterina's Schwab statement for July 2019 is attached hereto as Exhibit Ek4. It shows the corresponding deposits.

Joint Chase account

As mentioned above, some of the funds from Schwab-6350 were transferred to our joint Chase bank account. As described in my 04/08/2019 email, they were needed to pay for taxes and credit cards. Ekaterina never disputed this fact before, but who knows? Maybe she will start now. So out of abundance of caution I am including statements for our joint Chase bank account to corroborate these facts. Exhibit C1 shows deposits of \$7457.03 on 04/03/2019 and \$17025.57 on 04/08/2019. Exhibit C2 shows payments to IRS, California FTB, and Chase credit card.

This account was equally divided without Family Court involvement.

Schwab Equity Awards (a.k.a. Schwab-GOOG)

The "omitted" asset. Exhibit D is the Schwab-GOOG statement covering the period from 04/01/2019 to 06/30/2019. It shows the final balance of \$49,721.86.

Note that the final balance consists of 46 Google shares. But at the time of our separation (April 8 2019) only 36 were vested, so only 36 were community property. Family Court awarded Ekaterina 18 Google shares on this basis. This means that in June-July 2019 Ekaterina was paid for 23 shares but the 04/08/2022 ruling awarded her only 18.

E-Trade

April 2019 statement is attached (again) as Exhibit E1. It shows the final balance of \$66,552.14.

May 2019 statement is attached hereto as Exhibit E2. It is provided purely for continuity.

The next important statement is for June 2019. It is attached (again) as Exhibit E3. It shows that **100%** of this account (\$67,425.69 starting balance + \$203.75 dividends shown on page 4) was transferred out.

I do not have Ekaterina's E-Trade statement for June 2019 because she refused to produce it. But I do have her July 2019 statement (Exhibit Ek3). It shows \$67,801.03 worth of VCAIX already in the account as of 06/30/2019.

For completeness, I also included July 2019 statement as Exhibit E4. E-Trade fixed the \$-0.02 balance.

Discovery

I want to emphasize once again that by the time Ekaterina filed her March 8 2021 RFO she had long since conducted discovery and received all of these statements. She could not have missed the discrepancy in value between "Schwab \$205,620.38" in my FL-142 and the actual value of Schwab-6350 sub-account, which she claimed was the only one divided. She deliberately included Schwab-GOOG statement with her RFO but omitted Schwab-6350 statement. A single look at these two statements together shows that \$205,620.38 is the total value of the entire Schwab account. This number was displayed in **BIG BOLD** letters at the top of the page when I logged in to Schwab, so I entered it in my FL-142.

Even more plain English explanation

On July 12 2019 I sent an email to Ekaterina informing her that I fulfilled my obligations under Judgement and asking her to do the same (Exhibit I). I also asked her if she would be willing to forgo the \$16651.51 payment since she lied to me about her cohabitation and received 100% of the car. Of course Ekaterina refused – she never leaves any money on the table.

On September 25 2019 Ekaterina sent me an email inquiring about the status of community property division. I replied again listing the assets she had received (Exhibit J). She did not raise any objections, but then decided to retaliate against my set-aside RFO by secretly filing her March 8 RFO 1.5 years later.

Both of these emails were presented at the March 8-9 2022 trial and Family Court quoted from them in its 04/08/2022 ruling.

Ekaterina was paid full cash value of Google stocks

As shown above, the balances of the investment accounts were as follows:

Schwab brokerage (04/30/2019)	153,858.47
Schwab Equity Awards (06/30/2019)	49,721.86
Total Schwab	203,580.33
E*TRADE brokerage (04/30/2019)	66,552.14
Grand Total	270,132.47

Table 1: Investment account balances

(Exhibits B1, D, E1)

In June-July 2019 Ekaterina received the following assets:

VCAIX (Vanguard tax-free bond fund)	67628.11
FB (Facebook)	38802.00
IAU (Gold ETF)	67225.00
T (AT&T)	10641.17
Cash	16651.51
Total	200947.79

Table 2: Assets Ekaterina received

(Exhibits B4, E3 for stocks / ETFs). Exhibit F is the July 2019 statement for my PartnersFCU account. It shows the \$16651.51 withdrawal. Exhibit Ek2 is Ekaterina's Chase statement that shows the corresponding deposit.

This equates to what Ekaterina was owed under Judgement and for ½ value of Google stock:

	Balance	Half
One-half of Schwab-6350	153,858.47	76,929.24
One-half of Schwab-GOOG	49,721.86	24,860.93

One-half of E*Trade-7709	66,552.14	33,276.07
Tarzana condo equalizing payment		65,000
Total		200,066.24

Table 3: Amount owed to Ekaterina

(Ekaterina received a slightly higher value of \$200,947.79 due to market fluctuations).

I raised the following questions in both my Motion for New Trial and on appeal:

"Let's consider another scenario: What if, instead of a combination of cash + stocks, I sold the stocks and gave Ekaterina \$200,947.79 all in cash? Would assets still be "omitted"? And if not, how is this different from the scenario that actually occurred?"

These questions can be restated more succinctly: how can an asset be "omitted" when the prevailing party had already received cash value of that asset? The hair-splitting logic involved in such a ruling is simply mind-boggling.

So far both Family Court and Court of Appeal refused to answer these questions.

Ekaterina's share of community property

I previously declared that Ekaterina had already received 53% of community property when the parties divided the assets. This is actually not correct. That calculation was based on the value of Schwab-GOOG being \$49,721.86. But as noted above, at that time there were 46 GOOG shares in that account. At the time of our separation (April 8 2019) only 36 shares were vested. Family court awarded Ekaterina 18 shares based on this fact. I thus redo the calculation below counting only 36 shares as community property. This makes community property division even more skewed in Ekaterina's favor.

Vehicles

The following vehicles were community property:

 Ekaterina's car, 2016 Mercedes GLE 350. It was purchased in March 2019, only a month before the divorce, for approximately \$36,000 after taxes. Ekaterina is in possession of the title which shows the exact purchase price and date. She should be ordered to produce it. A portion of the purchase price was put on credit card (but that credit card was promptly paid off), the rest was paid via check. This vehicle was not leased or financed. Ekaterina received 100% of this vehicle.

- My motorcycle, 2012 Suzuki GSX-R 750. It was purchased used in 2013 for \$8750. I estimated its value as \$7000 in April 2019.
- Utility trailer. It had a retail price of \$299 but I had to assemble it and buy more parts (plywood, paint, bolts, anchors, etc.). I estimate the total value of all the parts as more than \$500 but less than \$1000.

As already explained in my 04/08/2019 email, my car (2008 Subaru WRX) was purchased before marriage and is my separate property.

Community Estate Value

Schwab-6350	153,858.47	
Schwab-GOOG, 36 shares	38,912.76	
E-Trade	66,552.14	
PartnersFCU deposit	20,000	
Chase deposit	10,000	
Mortgage payoff	130,000	
Subtotal	419,323.37	
Mercedes GLE 350	36,000	
Suzuki GSX-R 750	7,000	
Trailer	1,000	
Total	463,323.37	

 Table 4: Community property assets

Ekaterina's share: baseline

VCAIX	67628.11
FB	38802.00
IAU	67225.00

Т	10641.17
Cash	16651.51
Chase deposit	10,000
Deposit equalization	5,000
Subtotal	215,947.79
Mercedes GLE 350	36,000
Total	251,947.79

Table 5: Ekaterina's baseline share of community assets

The baseline community property division already favors Ekaterina: she received approximately 54.4% of the total, about \$40,572 more than I received. This was a result of two things:

- Fraud on the part of Ekaterina. She represented to me and the mediator that she would be living alone on her small salary in the apartment I co-signed for her. On this basis I agreed to let her keep 100% of the newly-purchased car. This turned out to be a lie: Ekaterina instead moved in with her wealthy boyfriend (now husband) a few days after we signed Judgement.
- 2. Mistake on my part. I did not know that community property ends on the day of separation. I calculated asset division based on the total value of Schwab-GOOG rather than the value that existed on the date of separation (April 8 2019).

In the aftermath of the Court of Appeal's ruling I reached out to Ekaterina and presented this calculation to her. She asserted that it is "not true!" and expressed that she has "a very polar opinion on this". But she did not provide any numbers or arguments to corroborate her "very polar opinion".

Award of Google stocks

As explained above, Ekaterina had already received cash value of Google stocks. The 04/08/2022 ruling awards her 18 Google stocks in-kind. This has the effect of gifting her these stocks for the second time, so this is a second inequitable windfall for Ekaterina.

These stocks had approximately \$48,000 value (\$48,243.60 if we go by 04/08/2022 closing price). This increases Ekaterina's share of community property to 64.8%.

Stock Split

On 07/15/2022 Google executed a 1:20 stock split (Exhibit G). By this process one pre-split GOOG stock gets cut into 20 smaller slices, each worth 1/20 as much. Ekaterina did not fail to notice this fact and demanded that I transfer 360 GOOG stocks to her (18 * 20). Note that online stock charts retroactively adjust historical prices to account for any splits. For example, the 04/08/2022 closing price of \$134.01 refers to the post-split value, even though the split had not occurred yet. Notice that there is no discontinuity in the graph of GOOG on 07/15/2022. However, historical statements reflect the prices as they actually existed at the time these statements were generated. Consequently, all statements attached to this declaration show pre-split values.

I transferred 360 post-split stocks to Ekaterina, so the refund must also be 360 stocks (or their **current** cash value).

Award of \$60,000

In addition, Family Court awarded Ekaterina yet another \$60,000 of my money. Although this was framed as an award of attorney fees and sanctions, there are two problems with this framing.

- 1. The alleged misconduct I was supposedly sanctioned for amounts to \$25,570 (Exhibit K, p25-26) and it includes such grave infractions as:
 - a. Canceling Sofia's health insurance (7 months after Ekaterina enrolled her in a much better insurance through her employer and stopped using the insurance I was providing).
 - b. Failing to provide a copy of life insurance policy which lists Ekaterina as the beneficiary (despite the fact that the documents I received from MetLife simply do not list who the beneficiary is. Also, contrary to the court's finding, I testified that Ekaterina is the beneficiary).
 - c. Opposing the recusal of my attorney (8 months after I hired him and immediately after Ekaterina had secretly filed but did not serve her March 8 RFO).
- 2. Ekaterina was not sanctioned **at all** and her misconduct included multiple counts of fraud and perjury (Exhibit K, p28-30).

The award of \$60,000 is yet another inequitable windfall for Ekaterina which increased her share of community property to 77.7%.

Ekaterina's argument

Throughout this litigation Ekaterina offered multiple contradictory arguments as to why she should be entitled to my GOOG stocks. Her original claim (in her March 8 2021 RFO) was that I "hid" Google stocks valued at \$49,721.86. In my responsive declaration filed on 07/06/2021 I proved this to be a lie: the total value of Schwab-GOOG account was **included** in the number

from which Ekaterina's share of community assets was calculated. Of course Family Court ignored this and awarded her my GOOG stocks anyway.

Thereafter, Ekaterina morphed her claim: she insisted that all stocks should have been divided in kind rather than by value. This is also what she claimed at her deposition. At multiple settlement discussions it was explained to her that this position is ludicrous.

In the aftermath of this court's 04/08/2022 order, Ekaterina insisted that she should be entitled to both the stocks and the equalization payment. This is what she argued on appeal. Court of Appeal rejected this argument.

In the aftermath of the Court of Appeal's order, Ekaterina offered me a "settlement" wherein she agreed to return only 100 out of 360 GOOG stocks. She refused to articulate how she came up with that number. I can only surmise that she is well aware of Family Court's bias against me and is expecting to avoid paying anything at all.

Settlement conference on this issue was scheduled for 11/14/2023. I expected to finally learn what Ekaterina's position is. However, this settlement conference was canceled **without my consent**.

To this day I **still** don't know how Ekaterina justifies keeping both my stocks and the equalization payment. There is just one constant about Ekaterina's position: she wants more money, even if she cannot justify it factually or legally.

In contrast my position has not changed since I filed my responsive declaration on 07/06/2021. Ekaterina had **2.5 years** to pick a story and stick with it.

Both trial briefs are due on the same day. I cannot respond to Ekaterina's argument at this time because I simply don't know what her argument is. I will need to file my response separately. Fortunately, another settlement conference has been scheduled for 02/13/2024. I expect that I will be able to come up with a response by then and put it in my MSC³ statement. (Oddly, MSC is scheduled after trial briefs are due.) But one way or another, I will file a response before trial.

Conclusion

Evidence proves that:

1. Ekaterina was already paid full cash value of Google stocks in June-July 2019 when the parties divided the community assets. In fact she was paid for 23 stocks while she was only entitled to 18.

³ Mandatory Settlement Conference

2. Ekaterina had already received more than half of community property before Family Court got involved. Thus, the 04/08/2022 order exacerbates unequal community property division in Ekaterina's favor.

The 04/08/2022 order, and Ekaterina's subsequent DVRO litigation put an enormous financial strain on me. I am nearly \$100,000 in debt and struggling to survive. But I am still required to pay over \$3000/month to Ekaterina for child support, private school tuition, and extracurricular expenses.

Meanwhile, Ekaterina enjoys a very lavish lifestyle. She makes a 6 figure salary and is married to a very wealthy individual. Their combined household income either approaches top 1% or has already crossed that threshold. I ask the court to reflect on this incongruity.

Requested Orders

- 1. The only way to resolve the injustice in the 04/08/2022 order is to reverse the part of the order awarding Ekaterina my GOOG stocks. As has already been demonstrated multiple times, Ekaterina was already paid their cash value.
- 2. This court previously awarded \$60,000 in attorney fees to Ekaterina. This court should consider whether such an exorbitant award is still warranted in light of Court of Appeal's Opinion. Ekaterina lost on almost all issues in her March 8 RFO, with the notable exception of "omitted assets". And even that was reversed and remanded on appeal.
- 3. I was forced to incur over \$250,000 in attorney fees throughout this litigation. The overwhelming majority of these fees - about 90% - was spent on defending from Ekaterina's March 8 RFO. The appeal alone cost me over \$50,000. The court should consider awarding these attorney fees to me. This court's 04/08/2022 order does not grant me attorney fees but does not explicitly deny them either.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 01/23/2024

<u>Z</u> <u>A</u> <u>MU</u> Eugene Strulyov, Respondent

Exhibit A



divorce settlement proposal

1 message

Eugene Strulyov <eugene.strulyov@gmail.com> To: Ekaterina Strulyov <ekaterina.strulyov@gmail.com> Mon, Apr 8, 2019 at 1:01 AM

Hi Katia,

I like your idea of going through mediation and avoiding the lawyers. Here are the terms that we already talked about and a few more that I added.

1. Custody. I agree that Sonia will live with you. I want to have 1.5 days/week with her. That will mean, in practice, 1 day / 2 half-days on the weekend + visits a few times during the week. 1.5 / 7 = 21.4%. I want to round it up to 25%, so you will have 75% custody.

2. I want to have advance notice and veto power over any international trips. Since you will have primary physical custody of Sonia, I want to have her passport in my possession. I will keep it in the safety deposit box. In particular, I am concerned about trips to Russia. I don't mind Sonia seeing her grandparents, but I want to have some assurance that you will come back. As a Ukrainian, there is no realistic way I can travel to Russia at this time.

3. Separate property:

3.1. Partners FCU savings account. Balance: \$1,050.41. Partners is the credit union for Disney employees. I had it before I met you. I had to maintain > \$1000 balance to keep it a free account.

3.2. Fidelity Investments Roth IRA: \$92187.60. This is from Disney 401k conversion. I quit Disney before we got married and I always kept this account separate. You have no claim to it.

3.3. Disney pension. \$823.90 / month assuming retirement date of September 1 2044. You have no claim to it but you are listed as a beneficiary in case I die.

3.4.My car, 2008 Subaru WRX. I bought it before we got married.

3.5. My condo. 18350 Hatteras St. #138. I bought it long before I met you and it is rightfully mine. Yes, you were added to the title last year, so you are technically entitled to half of any appreciation since then. But that should be minimal. Also, it is simply not fair for you to assert any claim to the condo. You had no right to demand that I add you to the title in the first place. The rental income went to our joint checking account, so that money is hopelessly commingled and I'm not going to even try disentangling it. But the title should be returned to me.

(See below about the mortgage).

4. Retirement accounts:

4.1. Vanguard IRA: \$255,430.09. Old Google 401k conversion.

4.2. Vanguard 401k: \$59,745.61. Reopened after I rejoined Google.

I am trying to consolidate these two accounts into a single account, but in either case, the total is \$315k. I earned all of this money, but per the community property laws, you will take half (less whatever you have in your 401k). 4.3. e-trade roth IRA: \$16954.09. You will take half of this one as well.

5. Cash and investments:

- 5.1. e-trade brokerage: \$66273.20
- 5.2. Schwab brokerage: \$161107.95
- 5.3. Schwab equity awards: \$43457.40 (Google stock vests here).

5.4. Partners FCU checking account: on the advice of my lawyer, I transferred \$20k into this account. He told me horror stories about how spouses drain joint accounts making the other spouse unable to pay the lawyer or any other bills. So I stashed away some emergency cash. But I'm not trying to hide it -- this is still part of community property. Total: \$271k. And yes, you will take half of this. (actually more, see below).

We also have ~67k in the Chase checking account, but ~33k in taxes due and ~20k credit card balance. I'll have to see what the exact amount is once all the payments go through. My paychecks continue to be deposited into this account.

6. Mortgage. Last year I expected a recession, so I sold a lot of stocks and bought mostly bonds and gold (that's why we have the tax bill). But I also dumped \$130k into the mortgage. This had the effect of taking \$130k away from common property, so you can claim half of that money. I will give you \$65k out of my portion of cash & investments. So the \$271k will be divided as follows: you get \$200k

I get \$71k

+ we each get half of what remains in the joint checking account once this agreement becomes final.

7. Vehicles: 2016 Mercedes GLE 350: \$36000 2012 Suzuki GSX-R 750: \$7000 Trailer: \$1000

So I technically own half of your new car and you own half of my bike & trailer. I propose that we just keep our own vehicles. You are getting a much better deal than me here. (Note that my car is separate property).

8. Life insurance. You want me to keep you as the beneficiary. No objection.

9. Health insurance. I was planning on keeping you & Sonia on my health insurance. If I can only keep Sonia, you'll have to get a separate insurance for yourself.

10, Child & spousal support: to be calculated according to the standard formula. My income at Moveworks is going to be \$170k / year.

11. Personal property: to be divided in a way that makes sense. For example, I keep my computer, desk, snowboard, tools, etc. You keep your bags & jewelry.

So in total, you will get get over \$400k worth of property, cash, and investments + child & spousal support.

Let me know what you think.

Eugene

Exhibit B1



Account Number 9840-6350

Statement Period April 1-30, 2019

Protect your privacy and the environment. Switch to eStatements at www.schwab.com/lesspaper. Visit www.schwab.com/premiumstatement to explore the features and benefits of this statement.

95131-2475

EUGENE STRULYOV DESIGNATED BENE PLAN/TOD 1299 LAVEILLE CT SAN JOSE CA 95131-247

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Bank Inquiries:

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Cost Basis Updates:

To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Market Monitor

Rates Value Adv Money Fd SWVXX Sch Investor Money Fund	Yield 2.30% 2.29%
Bank Sweep: Interest Rate as of 04/30 ^Z	0.33%

	Year To Date
Indices	Change
Dow Jones Industrial Average	14.00%
Standard & Poor's 500 Index®) 17.51%
Schwab 1000 Index®	17.87%
NASDAQ Composite Index	22.01%



Account Number 9840-6350

Statement Period April 1-30, 2019

Terms and Conditions

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AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Bank Sweep Feature and Bank Sweep for Benefit Plans Features: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep and Bank Sweep for Benefit Plans features as a Schwab Cash feature for your brokerage account. Deposit accounts constitute direct obligations of banks affiliated with Schwab and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the and Bank Sweep for Benefit Plans- features, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

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and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than \$.005.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

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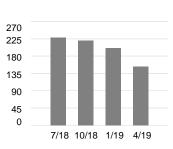


Account Number 9840-6350

Statement Period April 1-30, 2019

Account Value as of 04/30/2019:\$ 153,858.47

Change in Account Value	This Period	Year to Date	Account Value [in Thousands]
Starting Value	\$ 201,763.49	\$ 212,063.23	
Credits	2.13	398.48	270
Debits	(54,481.60)	(82,790.40)	225
Transfer of Securities (In/Out)	0.00	0.00	180
Income Reinvested	0.00	(307.87)	
Change in Value of Investments	6,574.45	24,495.03	135
Ending Value on 04/30/2019	\$ 153,858.47	\$ 153,858.47	90
Accrued Income ^d	313.09		45
Ending Value with Accrued Income ^d	\$ 154,171.56		7/18 10/18 1/19 4/19
Total Change in Account Value	\$ (47,905.02)	\$ (58,204.76)]
	(23.74)%	(27.45)%	
Total Change with Accrued Income ^d	\$ (47,591.93)		



Asset Composition	Market Value	% of Account Assets	Overview
Bank Sweep ^{X,Z}	\$ 2,196.93	1%	
Equities	89,866.54	58%	
Exchange Traded Funds	61,450.00	40%	
Options	345.00	<1%	
Total Assets Long	\$ 153,858.47		
Net Loan Balance	0.00		
Total Account Value	\$ 153,858.47	100%	58% Equities40% Exchange Traded
			Funds
			2% Remaining Assets



Account Number 9840-6350

Statement Period April 1-30, 2019

	Realiz	Realized Gain or (Loss) This Period		
Gain or (Loss) Summary	SI	nort Term	Long Term	
All Investments		\$0.00		\$4,154.75
Values may not reflect all of your gains/losses.				
	This Per	iod	Year t	o Date
Income Summary	Federally Tax-Exempt	Federally Taxable	Federally Tax-Exempt	Federally Taxable
Bank Sweep Interest	0.00	2.13	0.00	2.71
Cash Dividends	0.00	0.00	0.00	386.98
Total Income	0.00	2.13	0.00	389.69
Margin Loan Information	Margin Loan Balance	Funds Available to Withdraw*	Securities Buying Power*	Margin Loan Rates Vary by Balance
This Period	0.00	84,333.93	168,667.86	6.00% - 9.82%

The opening margin loan balance for the statement period was \$0.00.

For more information about the margin feature, please visit schwab.com/margin.

*Values include any cash plus the amount available using margin borrowing.

<i>charles</i> schwab	Schwab One® Account of EUGENE STRULYOV DESIGNATED BENE PLAN/TOD	Account Number 9840-6350	Statement Period April 1-30, 2019
Cash Transactions Summary		This Period	Year to Date
Starting Cash [*]		\$ 7,467.03	\$ 84.53
Deposits and other Cash Credits		0.00	0.00
Investments Sold		49,209.37	112,417.14
Dividends and Interest		2.13	389.69
Withdrawals and other Debits		(54,481.60)	(82,779.33)
Investments Purchased		0.00	(27,912.82)
Fees and Charges		0.00	(2.28)
Total Cash Transaction Detail		(5,270.10)	2,112.40
Ending Cash [*]		\$ 2,196.93	\$ 2,196.93

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Investment Detail - Bank Sweep

Bank Sweep	Starting Balance	Ending Balance	% of Account Assets
Bank Sweep ^{X,Z}	7,467.03	2,196.93	1%
Total Bank Sweep	7,467.03	2,196.93	1%
Total Bank Sweep		2,196.93	1%



Account Number 9840-6350 Statement Period April 1-30, 2019

Investment Detail - Equities

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Equities			Cost Basis				
А Т & Т INC ^{(М),}	310.0826	30.96000	9,600.16	6%	(565.27)	6.58%	632.57
SYMBOL: T			10,165.43				
						Accru	ed Dividend: 158.14
FACEBOOK INC (M), G	200.0000	193.40000	38,680.00	25%	6,025.05	N/A	N/A
CLASS A SYMBOL: FB			32,654.95				
FORD MOTOR CO (M), ¢,	1,033.0031	10.45000	10,794.88	7%	1,047.54	5.74%	619.80
SYMBOL: F			9,747.34				
						Accru	ed Dividend: 154.95
HONDA MOTOR CO LTD F ^(M)	350.0000	27.89000	9,761.50	6%	(76.14)	3.60%	351.60
SPONSORED ADR 1 ADR REPS 1 ORD SHS SYMBOL: HMC			9,837.64				
	500.0000	42.06000	21,030.00	14%	405.05	N/A	N/A
SYMBOL: MU			20,624.95				
Total Equities	2,393.0857		89,866.54	58%	6,836.23		1,603.97
	Те	otal Cost Basis:	83,030.31				

Total Accrued Dividend for Equities: 313.09

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.



Account Number Statement Period 9840-6350 April 1-30, 2019

Total Cost Basis

Investment Detail - Exchange Traded Funds

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Exchange Traded Funds			Cost Basis				
ISHARES GOLD ETF (M),0	5,000.0000	12.29000	61,450.00	40%	(1,801.62)	N/A	N/A
SYMBOL: IAU			63,251.62				
Total Exchange Traded Funds	5,000.0000		61,450.00	40%	(1,801.62)		N/A
	Tot	al Cost Basis:	63,251.62				

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Investment Detail - Options

Options	Quantity	Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	
PUT SNAP INC \$5 EXP 01/17/20 SYMBOL: SNAP 01/17/2020 5.00 P	30.0000	0.11500	345.00 1,224.86	<1%	(879.86)	
Total Options	30.0000 Tot	al Cost Basis:	345.00 1,224.86	<1%	(879.86)	
					al Investment Detail Total Account Value	153,858.47 153,858.47

147,506.79



Realized Gain or (Loss)

Long Term	Quantity/Par	Acquired/ Opened	Sold/ Closed	Total Proceeds	Cost Basis	Realized Gain or (Loss)
ISHARES GOLD ETF: IAU	3,000.0000	02/08/18	04/03/19	37,014.57	37,950.98	(936.41)
ISHARES GOLD ETF: IAU	1,000.0000	02/08/18	04/18/19	12,194.80	12,650.33	(455.53)
Total Long Term				49,209.37	50,601.31	(1,391.94)
Total Realized Gain or (Loss)				49,209.37	50,601.31	(1,391.94)

Schwab has provided accurate realized gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. If all data for a given investment is not available, the investment will not be listed here.

Option Customers: Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult IRS publication 550, Investment Income and Expenses, for additional information on Options.

Transaction Detail - Purchases & Sales

Exchange Traded Funds Activity

Settle Date	Trade Date	Transaction	Description	Quantity	Unit Price	Total Amount		
04/05/19	04/03/19	Sold	ISHARES GOLD ETF: IAU	(3,000.0000)	12.3400	37,014.57		
04/23/19	04/18/19	Sold	ISHARES GOLD ETF: IAU	(1,000.0000)	12.2000	12,194.80		
Total Ex	Total Exchange Traded Funds Activity							
Total Pure	Total Purchases & Sales							

Transaction Detail - Deposits & Withdrawals

Transactio	n Process				
Date	Date	Activity	Description	Location	Credit/(Debit)
04/02/19	04/02/19	MoneyLink Txn	Tfr JPMORGAN CHAS	E BAN, EUGENE STRULYOV	(7,457.03)
04/05/19	04/05/19	MoneyLink Txn	Tfr JPMORGAN CHAS	E BAN, EUGENE STRULYOV	(17,025.57)

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Account Number 9840-6350 Statement Period April 1-30, 2019

Transaction Detail - Deposits & Withdrawals (continued)

Transaction	n Process				
Date	Date	Activity	Description	Location	Credit/(Debit)
04/08/19	04/08/19	MoneyLink Txn	Tfr PARTNERS FCU, EL	JGENE STRULYOV	(19,999.00)
04/25/19	04/25/19	MoneyLink Txn	Tfr JPMORGAN CHASE	BAN, EUGENE STRULYOV	(10,000.00)
Total Deposits & Withdrawals					

The total deposits activity for the statement period was \$0.00. The total withdrawals activity for the statement period was \$54,481.60.

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transactio	n Process			
Date	Date	Activity	Description	Credit/(Debit)
04/15/19	04/16/19	Bank Interest ^{X,Z}	BANK INT 031619-041519	2.13
Total Div	Total Dividends & Interest			

Total Transaction Detail (5,270.10)

Bank Sweep Activity

Transaction Date	n Transaction	Description	Withdrawal	Deposit	Balance ^{x,z}
Opening	Balance ^{x,z}				7,467.03
04/03/19	Auto Transfer	BANK TRANSFER TO BROKERAGE	7,457.03		10.00
04/05/19	Auto Transfer	BANK CREDIT FROM BROKERAGE X		37,014.57	37,024.57
04/08/19	Auto Transfer	BANK TRANSFER TO BROKERAGE	17,025.57		19,999.00
04/09/19	Auto Transfer	BANK TRANSFER TO BROKERAGE	19,999.00		0.00
04/15/19	Interest Paid ^{X,Z}	BANK INTEREST		2.13	2.13

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Account NumberStatement Period9840-6350April 1-30, 2019

Bank Sweep Activity (continued)

Transactic	n				
Date	Transaction	Description	Withdrawal	Deposit	Balance ^{x,z}
04/23/19	Auto Transfer	BANK CREDIT FROM BROKERAGE X		12,194.80	12,196.93
04/26/19	Auto Transfer	BANK TRANSFER TO BROKERAGE	10,000.00		2,196.93
Total Activity		54,481.60	49,211.50		
Ending I	Balance ^{x,z}				2,196.93

Bank Sweep: Interest Rate as of 04/30/19 was 0.33%. Your interest period was 03/16/19 - 04/15/19. Z

Pending Corporate Actions

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
A T & T INC	Qualified Dividend	310.0826	05/01/19	0.5100		158.14
FORD MOTOR CO	Qualified Dividend	1,033.0031	06/03/19	0.1500		154.95
Total Pending Corporate Actions						313.09

Pending transactions are not included in account value.

Endnotes For Your Account

Symbol	Endnote Legend
(M)	Denotes a security that is marginable. Some mutual fund or ETF investments may not be immediately marginable.
\diamond	Dividends paid on this security will be automatically reinvested.
d	Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.
Х	Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.
Z	For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.



Account Number 9840-6350

Statement Period April 1-30, 2019

Endnotes For Your Account (continued)

Symbol Endnote Legend

For information on how Schwab pays its representatives, go to http://www.schwab.com/compensation.



Exhibit B2



Account Number 9840-6350

Statement Period May 1-31, 2019

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95131-2475

EUGENE STRULYOV DESIGNATED BENE PLAN/TOD 1299 LAVEILLE CT SAN JOSE CA 95131-247

Customer Service and Account Information

Customer Service and Trading:

Call your Schwab Representative 1 (800) 435-9050

Bank Inquiries:

1 (800) 435-9050

Schwab by PhoneTM

Automated Services: 1 (800) 435-8804

TeleBroker®: 1 (800) 272-4922

Visit Our Web Site: schwab.com

Cost Basis Updates:

To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Market Monitor

Rates	Yield
Value Adv Money Fd SWVXX	2.25%
Sch Investor Money Fund	2.24%
Bank Sweep: Interest Rate as of 05/31 ^Z	0.33%

	Year To Date
Indices	Change
Dow Jones Industrial Average	6.38%
Standard & Poor's 500 Index®	9.78%
Schwab 1000 Index®	10.17%
NASDAQ Composite Index	12.33%



Account Number 9840-6350

Statement Period May 1-31, 2019

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

All references to "Schwab" in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Bank Sweep Feature and Bank Sweep for Benefit Plans Features: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep and Bank Sweep for Benefit Plans features as a Schwab Cash feature for your brokerage account. Deposit accounts constitute direct obligations of banks affiliated with Schwab and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the and Bank Sweep for Benefit Plans- features, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

Estimated Annual Income: Derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon for making investment decisions. Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees. Margin interest charged to your Account during the statement period is included in this section of the statement. Interest: For the Schwab One Interest, Bank Sweep, and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the Bank Sweep feature, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage account is less than \$.005, you will not accrue any interest on that day. For balances held at banks affiliated with Schwab in the Bank Sweep

and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than \$.005.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

Margin Account Customers: This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests. Option Customers: Be aware of the following: 1) Commissions and other charges related to the execution of option transactions have been included in confirmations of such transactions previously furnished to you and will be made available promptly upon request 2) You should advise us promptly of any material changes in your investment objectives or financial situation 3) Exercise assignment notices for the option contracts are allocated among customer short positions by an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment 4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options. Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent (\$0.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$0.01during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products

and services, including unswept intraday funds and net credit balances held in brokerage accounts are not deposits or other obligations of, or guaranteed by, any bank, are not FDIC insured, and are subject to investment risk and may lose value. SIPC does not cover balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.

IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-667-8400.) Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

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Address Changes: It is your obligation to keep Schwab informed of any changes in your address, telephone number or other contact information. If you fail to notify Schwab of those changes, you may not receive important notifications about your Account, and trading or other restrictions might be placed on your Account. For assistance, you may contact Schwab at 1-800-435-4000. Clients residing outside of the U.S. may call Schwab collect at +1-415-667-8400.

Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Sweep Funds and as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request.

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SIPC has taken the position that it will not cover the balances held in your deposit accounts maintained under programs like our Bank Sweep feature. Please see your Cash Feature Disclosure Statement for more information on insurance coverage. © 2016 Charles Schwab & Co., Inc. All rights reserved. Member SIPC. (0616-1157)

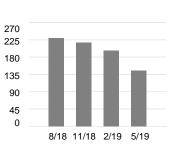


Account Number 9840-6350

Statement Period May 1-31, 2019

Account Value as of 05/31/2019:\$ 145,008.18

Change in Account Value	This Period	Year to Date	Account Value [in Thousands]
Starting Value	\$ 153,858.47	\$ 212,063.23	
Credits	158.87	557.35	270
Debits	0.00	(82,790.40)	225
Transfer of Securities (In/Out)	0.00	0.00	180
Income Reinvested	(158.14)	(466.01)	
Change in Value of Investments	(8,851.02)	15,644.01	135
Ending Value on 05/31/2019	\$ 145,008.18	\$ 145,008.18	90
Accrued Income ^d	154.95		45
Ending Value with Accrued Income ^d	\$ 145,163.13		8/18 11/18 2/19 5/19
Total Change in Account Value	\$ (8,850.29)	\$ (67,055.05)]
	(5.75)%	(31.62)%	
Total Change with Accrued Income ^d	\$ (8,695.34)		



Asset Composition	Market Value	% of Account Assets	Overview
Bank Sweep ^{X,Z}	\$ 2,197.66	2%	
Equities	79,885.52	55%	
Exchange Traded Funds	62,550.00	43%	
Options	375.00	<1%	
Total Assets Long	\$ 145,008.18		
Net Loan Balance	0.00		
Total Account Value	\$ 145,008.18	100%	55% Equities2% Bank Sweep [X,Z]
			43% Exchange Traded Funds



Account Number 9840-6350

Statement Period May 1-31, 2019

	Realiz	ed Gain or (Loss) This Peric	d L	Inrealized Gain or (Loss)
Gain or (Loss) Summary	S	hort Term	Long Term	
All Investments		\$0.00		\$(4,854.41)
Values may not reflect all of your gains/losses.				
	This Per	riod	Year	to Date
Income Summary	Federally Tax-Exempt	Federally Taxable	Federally Tax-Exempt	Federally Taxable
Bank Sweep Interest	0.00	0.73	0.00	3.44
Cash Dividends	0.00	158.14	0.00	545.12
Total Income	0.00	158.87	0.00	548.56
Margin Loan Information	Margin Loan Balance	Funds Available to Withdraw*	Securities Buying Power*	Margin Loan Rates Vary by Balance
This Period	0.00	0.00 84,413.66		6.00% - 9.82%
The second secon	φ			

The opening margin loan balance for the statement period was \$0.00.

For more information about the margin feature, please visit schwab.com/margin.

*Values include any cash plus the amount available using margin borrowing.

thwab One® Account of UGENE STRULYOV ESIGNATED BENE PLAN/TOD	Account Number 9840-6350	Statement Period May 1-31, 2019
	This Period	Year to Date
	\$ 2,196.93	\$ 84.53
	0.00	0.00
	0.00	112,417.14
	158.87	548.56
	0.00	(82,779.33)
	(158.14)	(28,070.96)
	0.00	(2.28)
	0.73	2,113.13
	\$ 2,197.66	\$ 2,197.66
	UGENE STRULYOV ESIGNATED BENE PLAN/TOD	UGENE STRULYOV Account Number 9840-6350 Signated Bene Plan/tod This Period 1 This Period 0.00 0.00 0.00 158.87 0.00 0.00 1 (158.14) 0.00 <t< td=""></t<>

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Investment Detail - Bank Sweep

Bank Sweep	Starting Balance	Ending Balance	% of Account Assets
Bank Sweep ^{X,Z}	2,196.93	2,197.66	2%
Total Bank Sweep	2,196.93	2,197.66	2%
Total Bank Sweep		2,197.66	2%



Account Number 9840-6350

Statement Period May 1-31, 2019

Investment Detail - Equities

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Equities			Cost Basis				
А Т & Т INC ^{(М), ζ,}	315.2005	30.58000	9,638.83	7%	(684.74)	6.67%	643.01
SYMBOL: T			10,323.57				
	200.0000	177.47000	35,494.00	24%	2,839.05	N/A	N/A
CLASS A SYMBOL: FB			32,654.95				
FORD MOTOR CO (M),0,	1,033.0031	9.52000	9,834.19	7%	86.85	6.30%	619.80
SYMBOL: F			9,747.34				
						Accrue	ed Dividend: 154.95
HONDA MOTOR CO LTD F ^(M)	350.0000	24.61000	8,613.50	6%	(1,224.14)	4.08%	351.60
SPONSORED ADR 1 ADR REPS 1 ORD SHS SYMBOL: HMC			9,837.64				
	500.0000	32.61000	16,305.00	11%	(4,319.95)	N/A	N/A
SYMBOL: MU			20,624.95				
Total Equities	2,398.2036		79,885.52	55%	(3,302.93)		1,614.41
	Т	otal Cost Basis:	83,188.45				

Total Accrued Dividend for Equities: 154.95

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.



Account Number Statement Period 9840-6350 May 1-31, 2019

Total Cost Basis

Investment Detail - Exchange Traded Funds

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Exchange Traded Funds			Cost Basis				
ISHARES GOLD ETF (M),0	5,000.0000	12.51000	62,550.00	43%	(701.62)	N/A	N/A
SYMBOL: IAU			63,251.62				
Total Exchange Traded Funds	5,000.0000		62,550.00	43%	(701.62)		N/A
	Т	otal Cost Basis:	63,251.62				

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Investment Detail - Options

Options	Quantity	Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	
PUT SNAP INC \$5 EXP 01/17/20 SYMBOL: SNAP 01/17/2020 5.00 P	30.0000	0.12500	375.00 1,224.86	<1%	(849.86)	
Total Options	30.0000 <i>Tota</i>	l Cost Basis:	375.00 1,224.86	<1%	(849.86)	
					al Investment Detail Total Account Value	145,008.18 145,008.18

147,664.93



Transaction Detail - Purchases & Sales

Equities Activity

Settle Date	Trade Date	Transaction	Description	Quantity	Unit Price	Total Amount
05/02/19	05/02/19	Reinvested Shares	A T & T INC: T	5.1179	30.8991	(158.14)
Total Eq	uities Activi	ty				(158.14)
Total Purchases & Sales						(158.14)

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transactio	n Process			
Date	Date	Activity	Description	Credit/(Debit)
05/01/19	05/01/19	Qual Div Reinvest	A T & T INC: T	158.14
05/15/19	05/16/19	Bank Interest ^{X,Z}	BANK INT 041619-051519	0.73
Total Div	/idends & Ir	nterest		158.87

Total Transaction Detail0.73



Account Number Statement Period 9840-6350 May 1-31, 2019

Bank Sweep Activity

Transaction Date	n Transaction	Description	Withdrawal	Deposit	Balance ^{x,z}
Opening	Balance ^{x,z}				2,196.93
05/15/19	Interest Paid ^{X,Z}	BANK INTEREST		0.73	2,197.66
Total A	ctivity		0.00	0.73	
Ending B	Balance ^{x,z}				2,197.66

Bank Sweep: Interest Rate as of 05/31/19 was 0.33%. Your interest period was 04/16/19 - 05/15/19. Z

Pending Corporate Actions

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
FORD MOTOR CO	Qualified Dividend	1,033.0031	06/03/19	0.1500		154.95
Total Pending Corporate Actions						154.95
Pending transactions are not included in a	ccount value					

Endnotes For Your Account

Symbol Endnote Legend (M) Denotes a security that is marginable. Some mutual fund or ETF investments may not be immediately marginable. ◊ Dividends paid on this security will be automatically reinvested. d Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account. X Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.



Account Number 9840-6350

Statement Period May 1-31, 2019

Endnotes For Your Account (continued)

Symbol Endnote Legend

Z For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

For information on how Schwab pays its representatives, go to http://www.schwab.com/compensation.

Exhibit B3



Account Number 9840-6350

Statement Period June 1-30, 2019

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95131-2475

EUGENE STRULYOV DESIGNATED BENE PLAN/TOD 1299 LAVEILLE CT SAN JOSE CA 95131-247

Customer Service and Account Information

Customer Service and Trading:

Call your Schwab Representative 1 (800) 435-9050

Bank Inquiries:

1 (800) 435-9050

Schwab by PhoneTM

Automated Services: 1 (800) 435-8804

TeleBroker®: 1 (800) 272-4922

Visit Our Web Site: schwab.com

Cost Basis Updates:

To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Market Monitor

Rates	Yield
Value Adv Money Fd SWVXX	2.22%
Sch Investor Money Fund	2.19%
Bank Sweep: Interest Rate as of 06/28 ^z	0.30%

	Year To Date
Indices	Change
Dow Jones Industrial Average	14.03%
Standard & Poor's 500 Index®	17.35%
Schwab 1000 Index®	17.71%
NASDAQ Composite Index	20.66%



Account Number 9840-6350

Statement Period June 1-30, 2019

Terms and Conditions

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All references to "Schwab" in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions.

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Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Bank Sweep Feature and Bank Sweep for Benefit Plans Features: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep and Bank Sweep for Benefit Plans features as a Schwab Cash feature for your brokerage account. Deposit accounts constitute direct obligations of banks affiliated with Schwab and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the and Bank Sweep for Benefit Plans- features, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

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Account Number 9840-6350

Statement Period June 1-30, 2019

Account Value as of 06/30/2019:\$ 158,231.09

Change in Account Value	This Period	Year to Date	Account Value [in Thousands]
Starting Value	\$ 145,008.18	\$ 212,063.23	
Credits	245.91	803.26	270
Debits	(11.32)	(82,801.72)	225
Transfer of Securities (In/Out)	0.00	0.00	180
Income Reinvested	(154.95)	(620.96)	135
Change in Value of Investments	13,143.27	28,787.28	- 90
Ending Value on 06/30/2019	\$ 158,231.09	\$ 158,231.09	45
Total Change in Account Value	\$ 13,222.91	\$ (53,832.14)	0
	9.12%	(25.38)%	9/18 12/18 3/19 6/19

Asset Composition	Market Value	% of Account Assets	Overview
Bank Sweep ^{x,z}	\$ 2,277.30	1%	
Equities	88,228.79	56%	
Exchange Traded Funds	67,500.00	43%	
Options	225.00	<1%	
Total Assets Long	\$ 158,231.09		
Net Loan Balance	0.00		56% Equities
Total Account Value	\$ 158,231.09	100%	43% Exchange Traded
			Funds 2% Remaining Assets



Account Number 9840-6350

Statement Period June 1-30, 2019

	Realiz	ed Gain or (Loss) This Peric	Dd U	Unrealized Gain or (Loss)		
Gain or (Loss) Summary	Sł	nort Term	Long Term			
All Investments		\$0.00 \$0.00				
Values may not reflect all of your gains/losses.						
	This Per	iod	Year	to Date		
Income Summary	Federally Tax-Exempt	Federally Taxable	Federally Tax-Exempt	Federally Taxable		
Bank Sweep Interest	0.00	0.60	0.00	4.04		
Cash Dividends	0.00	236.27	0.00	781.39		
Total Income	0.00	236.87	0.00	785.43		
Margin Loan Information	Margin Loan Balance	Funds Available to Withdraw*	Securities Buying Power*	Margin Loan Rates Vary by Balance		
This Period	0.00	84,573.30	169,146.60	6.00% - 9.82%		

The opening margin loan balance for the statement period was \$0.00.

For more information about the margin feature, please visit schwab.com/margin.

*Values include any cash plus the amount available using margin borrowing.

<i>charles</i> SCHWAB	Schwab One® Account of EUGENE STRULYOV DESIGNATED BENE PLAN/TOD	Account Number 9840-6350	Statement Period June 1-30, 2019	
Cash Transactions Summary		This Period	Year to Date	
Starting Cash [*]		\$ 2,197.66	\$ 84.53	
Deposits and other Cash Credits		0.00	0.00	
Investments Sold		0.00	112,417.14	
Dividends and Interest		236.87	785.43	
Withdrawals and other Debits		0.00	(82,779.33)	
Investments Purchased		(154.95)	(28,225.91)	
Fees and Charges		(2.28)	(4.56)	
Total Cash Transaction Detail		79.64	2,192.77	
Ending Cash [*]		\$ 2,277.30	\$ 2,277.30	

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Investment Detail - Bank Sweep

Bank Sweep	Starting Balance	Ending Balance	% of Account Assets
Bank Sweep ^{X,Z}	2,197.66	2,277.30	1%
Total Bank Sweep	2,197.66	2,277.30	1%
Total Bank Sweep		2,277.30	1%



Account Number 9840-6350 Statement Period June 1-30, 2019

Investment Detail - Equities

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Equities			Cost Basis				
А Т & Т INC ^{(М), ζ,}	315.2005	33.51000	10,562.37	7%	238.80	6.08%	643.01
SYMBOL: T			10,323.57				
	200.0000	193.00000	38,600.00	24%	5,945.05	N/A	N/A
CLASS A SYMBOL: FB			32,654.95				
FORD MOTOR CO (M), 0,	1,048.6235	10.23000	10,727.42	7%	825.13	5.86%	629.17
SYMBOL: F			9,902.29				
HONDA MOTOR CO LTD F ^(M)	350.0000	25.84000	9,044.00	6%	(793.64)	3.99%	361.46
SPONSORED ADR 1 ADR REPS 1 ORD SHS SYMBOL: HMC			9,837.64				
MICRON TECHNOLOGY (M),0,	500.0000	38.59000	19,295.00	12%	(1,329.95)	N/A	N/A
SYMBOL: MU			20,624.95				
Total Equities	2,413.8240		88,228.79	56%	4,885.39		1,633.64
	Te	otal Cost Basis:	83,343.40				

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.



Account Number Statement Period 9840-6350 June 1-30, 2019

Total Cost Basis

Investment Detail - Exchange Traded Funds

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Exchange Traded Funds			Cost Basis				
ISHARES GOLD ETF (M),0	5,000.0000	13.50000	67,500.00	43%	4,248.38	N/A	N/A
SYMBOL: IAU			63,251.62				
Total Exchange Traded Funds	5,000.0000		67,500.00	43%	4,248.38		N/A
	То	tal Cost Basis:	63,251.62				

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Investment Detail - Options

Options	Quantity	Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	
PUT SNAP INC \$5 EXP 01/17/20 SYMBOL: SNAP 01/17/2020 5.00 P	30.0000	0.07500	225.00 1,224.86	<1%	(999.86)	
Total Options	30.0000 Tota	l Cost Basis:	225.00 1,224.86	<1%	(999.86)	
					al Investment Detail Total Account Value	158,231.09 158,231.09

147,819.88



Account Number Statement Period 9840-6350 June 1-30, 2019

Transaction Detail - Purchases & Sales

Equities Activity

Settle Date	Trade Date	Transaction	Description	Quantity	Unit Price	Total Amount
06/04/19	06/04/19	Reinvested Shares	FORD MOTOR CO: F	15.6204	9.9197	(154.95)
Total Equities Activity ((154.95)	
Total Purchases & Sales (15					(154.95)	

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transactio	n Process				
Date	Date	Activity	Description	Credit/(Debit)	
06/03/19	06/03/19	Qual Div Reinvest	FORD MOTOR CO: F	154.95	
06/10/19	06/10/19	Qualified Dividend	HONDA MOTOR CO LTD F: HMC	90.36	
06/10/19	06/10/19	Foreign Tax Paid	HONDA MOTOR CO LTD F: HMC	(9.04)	
06/15/19	06/17/19	Bank Interest ^{X,Z}	BANK INT 051619-061519	0.60	
Total Div	Total Dividends & Interest 236.8				

Transaction Detail - Fees & Charges

Transaction Date	Process Date	Activity	Description		Credit/(Debit)
06/10/19	06/10/19	ADR Pass Thru Fee	HONDA MOTOR CO LTD	F	(2.28)
Total Fees	s & Charges				(2.28)

Total Transaction Detail

79.64



Account Number Statement Period 9840-6350 June 1-30, 2019

Bank Sweep Activity

n					
Transaction	Description	Withdrawal	Deposit	Balance ^{x,z}	
Balance ^{x,z}				2,197.66	
Auto Transfer	BANK CREDIT FROM BROKERAGE ×		79.04	2,276.70	
Interest Paid ^{X,Z}	BANK INTEREST		0.60	2,277.30	
ctivity		0.00	79.64		
Ending Balance ^{X,Z}					
	Transaction Balance ^{x,z} Auto Transfer Interest Paid ^{X,Z} ctivity	Transaction Description Balance x,z Auto Transfer BANK CREDIT FROM BROKERAGE × Interest Paid ^{X,Z} BANK INTEREST	Transaction Description Withdrawal Balance x,z Auto Transfer BANK CREDIT FROM BROKERAGE × Interest Paid ^{X,Z} BANK INTEREST Ctivity 0.00	Transaction Description Withdrawal Deposit Balance ^{x,z} Auto Transfer BANK CREDIT FROM BROKERAGE ^x 79.04 Interest Paid ^{X,z} BANK INTEREST 0.60 ctivity 0.00 79.64	

Bank Sweep: Interest Rate as of 06/28/19 was 0.30%. Your interest period was 05/16/19 - 06/15/19. Z

Endnotes For Your Account

Symbo	ol Endnote Legend
(M)	Denotes a security that is marginable. Some mutual fund or ETF investments may not be immediately marginable.
\diamond	Dividends paid on this security will be automatically reinvested.
Х	Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.
Z	For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

For information on how Schwab pays its representatives, go to http://www.schwab.com/compensation.



Exhibit B4



Account Number 9840-6350

Statement Period July 1-31, 2019

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95131-2475

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Customer Service and Account Information

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Bank Inquiries:

1 (800) 435-9050

Schwab by PhoneTM

Automated Services: 1 (800) 435-8804

TeleBroker®: 1 (800) 272-4922

Visit Our Web Site: schwab.com

Cost Basis Updates:

To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Market Monitor

Rates	Yield
Value Adv Money Fd SWVXX	2.15%
Sch Investor Money Fund	2.14%
Bank Sweep: Interest Rate as of 07/31 ^Z	0.26%

	Year To Date
Indices	Change
Dow Jones Industrial Average	15.16%
Standard & Poor's 500 Index®	18.89%
Schwab 1000 Index®	19.39%
NASDAQ Composite Index	23.21%



Account Number 9840-6350

Statement Period July 1-31, 2019

Terms and Conditions

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All references to "Schwab" in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions.

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Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Sweep Funds and as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request.

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SIPC has taken the position that it will not cover the balances held in your deposit accounts maintained under programs like our Bank Sweep feature. Please see your Cash Feature Disclosure Statement for more information on insurance coverage. © 2016 Charles Schwab & Co., Inc. All rights reserved. Member SIPC. (0616-1157)

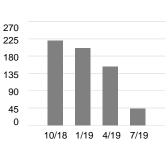


Account Number 9840-6350

Statement Period July 1-31, 2019

Account Value as of 07/31/2019:\$ 43,529.20

Change in Account Value	This Period	Year to Date	Account Value [in Thousands]
Starting Value	\$ 158,231.09	\$ 212,063.23	
Credits	0.52	803.78	270
Debits	0.00	(82,801.72)	225
Transfer of Securities (In/Out)	(116,668.17)	(116,668.17)	180
Income Reinvested	0.00	(620.96)	
Change in Value of Investments	1,965.76	30,753.04	135
Ending Value on 07/31/2019	\$ 43,529.20	\$ 43,529.20	90 90
Accrued Income ^d	157.29		45
Ending Value with Accrued Income ^d	\$ 43,686.49		
Total Change in Account Value	\$ (114,701.89)	\$ (168,534.03)]
	(72.49)%	(79.47)%	
Total Change with Accrued Income ^d	\$ (114,544.60)		



Asset Composition	Market Value	% of Account Assets	Overview
Bank Sweep ^{X,Z}	\$ 2,277.82	5%	
Equities	41,146.38	95%	
Options	105.00	<1%	
Total Assets Long	\$ 43,529.20		
Net Loan Balance	0.00		
Total Account Value	\$ 43,529.20	100%	
			5% Bank Sweep [X,Z]95% Equities



Account Number 9840-6350

Statement Period July 1-31, 2019

	Realiz	Realized Gain or (Loss) This Period			
Gain or (Loss) Summary	SI	hort Term	Long Term		
All Investments		\$0.00	\$0.00	\$(338.36)	
Values may not reflect all of your gains/losses.					
	This Per	iod	Year	to Date	
Income Summary	Federally Tax-Exempt	Federally Taxable	Federally Tax-Exempt	Federally Taxable	
Bank Sweep Interest	0.00	0.52	0.00	4.56	
Cash Dividends	0.00	0.00	0.00	781.39	
Total Income	0.00	0.52	0.00	785.95	
Margin Loan Information	Margin Loan Balance	Funds Available to Withdraw*	Securities Buying Power*	Margin Loan Rates Vary by Balance	
This Period	0.00	26,827.82	53,655.64	6.00% - 9.82%	

The opening margin loan balance for the statement period was \$0.00.

For more information about the margin feature, please visit schwab.com/margin.

*Values include any cash plus the amount available using margin borrowing.

<i>charles</i> schwab	Schwab One® Account of EUGENE STRULYOV DESIGNATED BENE PLAN/TOD	Account Number 9840-6350	Statement Period July 1-31, 2019	
Cash Transactions Summary		This Period	Year to Date	
Starting Cash [*]		\$ 2,277.30	\$ 84.53	
Deposits and other Cash Credits		0.00	0.00	
Investments Sold		0.00	112,417.14	
Dividends and Interest		0.52	785.95	
Withdrawals and other Debits		0.00	(82,779.33)	
Investments Purchased		0.00	(28,225.91)	
Fees and Charges		0.00	(4.56)	
Total Cash Transaction Detail		0.52	2,193.29	
Ending Cash [*]		\$ 2,277.82	\$ 2,277.82	

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Investment Detail - Bank Sweep

Bank Sweep	Starting Balance	Ending Balance	% of Account Assets
Bank Sweep ^{X,Z}	2,277.30	2,277.82	5%
Total Bank Sweep	2,277.30	2,277.82	5%
Total Bank Sweep		2,277.82	5%



Account Number Statement Period 9840-6350 July 1-31, 2019

Investment Detail - Equities

	Quantity	Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Equities			Cost Basis				
FORD MOTOR CO (M),0,	1,048.6235	9.53000	9,993.38	23%	91.09	6.29%	629.17
SYMBOL: F			9,902.29				
						Accrue	ed Dividend: 157.29
HONDA MOTOR CO LTD F ^(M)	350.0000	24.88000	8,708.00	20%	(1,129.64)	4.15%	361.46
SPONSORED ADR 1 ADR REPS 1 ORD SHS SYMBOL: HMC			9,837.64				
	500.0000	44.89000	22,445.00	52%	1,820.05	N/A	N/A
SYMBOL: MU			20,624.95				
Total Equities	1,898.6235		41,146.38	95%	781.50		990.63
	Тс	otal Cost Basis:	40,364.88				

Total Accrued Dividend for Equities: 157.29

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.



Account Number Statement Period 9840-6350 July 1-31, 2019

Investment Detail - Options

Options	Quantity Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	
PUT SNAP INC \$5 EXP 01/17/20 SYMBOL: SNAP 01/17/2020 5.00 P	30.0000 0.03500	105.00 1,224.86	<1%	(1,119.86)	
Total Options	30.0000 Total Cost Basis:	105.00 <i>1,224.8</i> 6	<1%	(1,119.86)	
			Tot	al Investment Detail	43,529.20
				Total Account Value Total Cost Basis	43,529.20 <i>41,589.74</i>

Transaction Detail - Transfers

Settle Date	Trade Date	Transaction	Description			Quantity	Unit Price	Total Amount
07/02/19	07/02/19	Journaled Shares	FACEBOOK INC FB	CLASS	A:	(200.0000)	194.0100	(38,802.00)
07/02/19	07/02/19	Journaled Shares	ISHARES GOLD ET	F: IAU		(5,000.0000)	13.4450	(67,225.00)
07/10/19	07/10/19	Journaled Shares	A T & T INC: T			(315.2005)	33.7600	(10,641.17)
Total Tra	nsfers							(116,668.17)



Account Number 9840-6350

Statement Period July 1-31, 2019

Transaction Detail - Dividends & Interest (including Money Market Fund dividends reinvested)

Transactio	n Process			
Date	Date	Activity	Description	Credit/(Debit)
07/15/19	07/16/19	Bank Interest ^{X,Z}	BANK INT 061619-071519	0.52
Total Div	ridends & In	iterest		0.52

Total Transaction Detail (116, 667. 65)

Bank Sweep Activity

Transactior Date	ר Transaction	Description	Withdrawal	Deposit	Balance ^{x,z}
Opening	Balance ^{x,z}				2,277.30
07/15/19	Interest PaidX,Z	BANK INTEREST		0.52	2,277.82
Total A	ctivity		0.00	0.52	
Ending B	alance ^{x,z}				2,277.82

Bank Sweep: Interest Rate as of 07/31/19 was 0.26%. Your interest period was 06/16/19 - 07/15/19. Z

Pending Corporate Actions

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
FORD MOTOR CO	Qualified Dividend	1,048.6235	09/03/19	0.1500		157.29
Total Pending Corporate Actions						157.29
Pending transactions are not included in a	account value					

Pending transactions are not included in account value.



Account Number 9840-6350

Statement Period July 1-31, 2019

Endnotes For Your Account

Symbol	Endnote Legend
(M)	Denotes a security that is marginable. Some mutual fund or ETF investments may not be immediately marginable.
\diamond	Dividends paid on this security will be automatically reinvested.
d	Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.
Х	Bank Sweep deposits are held at FDIC-insured bank(s) ("Banks") that are affiliated with Charles Schwab & Co., Inc.
Z	For Bank Sweep and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period.

For information on how Schwab pays its representatives, go to http://www.schwab.com/compensation.



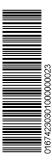
Exhibit C1



March 14, 2019 through April 11, 2019 Primary Account: **000000411605467**

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679



00167423 DRE 703 219 10219 NNNNNNNNN 1 00000000 09 0000 EKATERINA STRULYOV EUGENE STRULYOV 1299 LAVEILLE CT SAN JOSE CA 95131-2475

We updated our disclosures

On March 17, 2019, we published an updated version of our Deposit Account Agreement and the document explaining our Additional Banking Services and Fees. You can get the latest agreements at chase.com/disclosures, at a branch or by request when you call us. Here's what you should know:

- We're using a payment network that supports real-time payments. When you send or receive a real-time payment, you confirm that you're not acting on the behalf of someone who is not a U.S. citizen or resident. (General Account Terms, Section I, Rules governing your account)
- We've reduced the Chase wire fee to send an international wire in a foreign currency to \$5 per transfer when you use chase.com or the Chase Mobile[®] app. As a reminder, there is no Chase wire fee when your transfer is equal to \$5,000 U.S. dollars or more. Also, there is never a Chase wire fee to send a wire from a Chase Premier Plus CheckingSM with enhanced military benefits, Chase SapphireSM Checking, or Chase Private Client CheckingSM account.

Please call us at the number on this statement if you have any questions.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	000000411605467	\$39,532.19	\$64,256.72
Chase Savings	000003007558397	1,002.11	1,002.12
Chase Savings	000003660127805	340.00	340.00
Total		\$40,874.30	\$65,598.84

TOTAL ASSETS

\$40,874.30 \$65,598.84



CHASE TOTAL CHECKING

EKATERINA STRULYOV

EUGENE STRULYOV

CHECKING SUMMARY

Beginning Balance	AMOUNT \$39,532.19
Deposits and Additions	44,625.70
•	,
Checks Paid	-596.00
ATM & Debit Card Withdrawals	-2,160.81
Electronic Withdrawals	-17,019.36
Fees	-125.00
Ending Balance	\$64,256.72

Your account ending in 8397 is linked to this account for overdraft protection.

CHECKS PAID		
CHECK NUMBER	DATE PAID	AMOUNT
582 ^	03/18	\$100.00
583 ^	03/25	396.00
584 ^	04/03	100.00
Total Checks Paid		\$596.00

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com. ^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$39,532.19
03/14	03/14 Online Payment 8028994118 To Pacific Gas & Electric	-325.63	39,206.56
03/15	Insync Staffing Direct Dep PPD ID: 911111103	870.75	40,077.31
03/18	03/18 Online Payment 8044123069 To Quicken Loans Inc	-80.00	39,997.31
03/18	Check # 582	-100.00	39,897.31
03/19	ATM Withdrawal 03/19 1077 E Brokaw Rd San Jose CA Card 4643	-200.00	39,697.31
03/20	03/20 Online Payment 8050238124 To Quicken Loans Inc	-195.00	39,502.31
03/20	Chase Credit Crd Autopay PPD ID: 4760039224	-727 42	38,774.89
03/21	ATM Withdrawal 03/21 1077 E Brokaw Rd San Jose CA Card 1062	-400.00	38,374.89
03/22	ATM Check Deposit 03/22 1077 E Brokaw Rd San Jose CA Card 4643	175.00	38,549.89
03/22	Google LLC Payroll PPD D: J770493581	4,235.33	42,785.22
03/22	Insync Staffing Direct Dep PPD ID: 911111103	970.39	43,755.61
03/22	ATM Withdrawal 03/22 1077 E Brokaw Rd San Jose CA Card 4643	-200.00	43,555.61
03/25	ATM Check Deposit 03/25 1077 E Brokaw Rd San Jose CA Card 4643	516.76	44,072.37
03/25	03/25 Online Payment 7962781975 To Zhiqiang Su / Chuanxue Wang	-3,100.00	40,972.37
03/25	Check # 583	-396.00	40,576.37

Account Number: 000000411605467



TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
03/29	Insync Staffing Direct Dep PPD ID: 911111103	1,013.08	41,589.45
03/29	03/29 Online Payment 7974495368 To B Squared Realty	-379.54	41,209.91
04/01	Quickpay With Zelle Payment From Julie Guisasola Wfct0624Dcwt	2,000.00	43,209.91
04/01	ATM Withdrawal 03/30 1077 E Brokaw Rd San Jose CA Card 4643	-200.00	43,009.91
04/03	Schwab Brokerage Moneylink PPD ID: 9005586224	7,457.03	50,466.94
04/03	Card Purchase With Pin 04/03 Arco#02134M & S San Jose CA Card 1062	-60.81	50,406.13
04/03	ATM Withdrawal 04/03 3057 Stevens Creek Blv Santa Clara CA Card 1062	-200.00	50,206.13
04/03	Check # 584	-100.00	50,106.13
04/04	E*Trade ACH Trnsfr PPD ID: 1391321258	3,468.62	53,574.75
04/04	Citi Autopay Payment 082926387090520 Web ID: Citicardap	-1,351.13	52,223.62
04/04	Payment To Safe Deposit Box Xxxxxxxx4415	-125.00	52,098.62
04/05	Google LLC Payroll PPD D: J770493581	4,824.73	56,923.35
04/05	Insync Staffing Direct Dep PPD ID: 911111101	1,055.79	57,979.14
04/05	Google LLC Payroll PPD D: J770493581	1,012.65	58,991.79
04/05	Chase Credit Crd Autopay 00000000150976 PPD ID: 4760039224	-8,664.87	50,326.92
04/05	E*Trade ACH Trnsfr PPD ID: 1391321258	-0.05	50,326.87
04/08	Schwab Brokerage Moneylink PPD ID: 9005586224	17,025.57	67,352.44
04/08	ATM Withdrawal 04/07 1077 E Brokaw Rd San Jose CA Card 1062	-400.00	66,952.44
04/09	Starbright Schoo Billandpay PPD ID: Rf00017092	-2,116.00	64,836.44
04/11	04/11 Online Payment 8026195026 To Comcast	-79.72	64,756.72
04/11	ATM Withdrawal 04/11 1077 E Brokaw Rd San Jose CA Card 1062	-300.00	64,456.72
04/11	ATM Withdrawal 04/11 808 Kiely Blvd Santa Clara CA Card 4643	-200.00	64,256.72
	Ending Balance		\$64,256.72

A monthly Service Fee was <u>not</u> charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- Have direct deposits totaling \$500.00 or more. (Your total direct deposits this period were \$51,507.99. Note: some deposits may be listed on your previous statement)
- <u>OR</u>, keep a minimum daily balance in this checking account of \$1,500.00 or more (Your minimum daily balance was \$38,374.89)
- <u>OR</u>, keep an average daily balance of qualifying linked deposits and investments of \$5,000.00 or more (Your average daily balance of qualifying linked deposits and investments was \$46,450.64)





CHASE SAVINGS

Account Number: 000003007558397

EKATERINA STRULYOV EUGENE STRULYOV

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$1,002.11
Deposits and Additions	0.01
Ending Balance	\$1,002.12
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.01
Interest Paid Year-to-Date	\$0.04

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$1,002.11
04/11	Interest Payment	0.01	1,002.12
	Ending Balance		\$1,002.12

A monthly Service Fee was **not** charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more. (Your minimum daily balance was \$1,002)

CHASE SAVINGS

EKATERINA STRULYOV

Account Number: 000003660127805

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$340.00
Ending Balance	\$340.00
Annual Percentage Yield Earned This Period	0.00%

Annual Percentage Yield Earned This Period

A monthly Service Fee was **not** charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more. (Your minimum daily balance was \$340)



IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

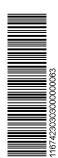
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error

Your name and account number
 The dollar amount of the suspected error
 A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.
 We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC





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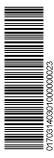
Exhibit C2



April 12, 2019 through May 13, 2019 Primary Account: **000000411605467**

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679



00170314 DRE 703 219 13419 NNNNNNNNN 1 00000000 09 0000 EKATERINA STRULYOV EUGENE STRULYOV 1299 LAVEILLE CT SAN JOSE CA 95131-2475

We want to remind you about the overdraft service options that are available for your personal checking account(s)

We've included information on the last page of this statement to remind you about our overdraft services and associated fees. You can find more information about these services and ways to avoid overdraft fees at **chase.com/overdraft-services**.

If you have questions, please call us anytime at the number on your statement.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	000000411605467	\$64,256.72	\$19,000.74
Chase Savings	000003007558397	1,002.12	1,002.13
Chase Savings	000003660127805	340.00	340.00
Total		\$65,598.84	\$20,342.87

TOTAL ASSETS

\$65,598.84 \$20,342.87



CHASE TOTAL CHECKING

EKATERINA STRULYOV

EUGENE STRULYOV

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$64,256.72
Deposits and Additions	17,648.90
Checks Paid	-8,332.15
ATM & Debit Card Withdrawals	-1,022.69
Electronic Withdrawals	-49,550.04
Other Withdrawals	-4,000.00
Ending Balance	\$19,000.74

Your account ending in 8397 is linked to this account for overdraft protection.

CHECKS PAID		
CHECK NUMBER	DATE PAID	AMOUNT
585 ^	04/19	\$100.00
586 ^	04/29	60.00
588 * ^	04/22	55.00
589 ^	04/16	525.00
590 ^	04/29	3,116.25
617 * ^	04/29	135.90
618 ^	05/10	152.00
619 ^	05/02	1,188.00
621 * ^	05/06	3,000.00
Total Checks Paid		\$8,332.15

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION		AMOUNT	BALANCE
	Beginning Balance			\$64,256.72
04/12	Insync Staffing Direct Dep	PPD D: 911111103	956.15	65,212.87
04/12	Cash Redemption		225.27	65,438.14
04/12	04/11 Online Payment 812318	9189 To Pacific Gas & Electric	-213 23	65,224.91
04/12	04/11 Online Payment 812319	2375 To San Jose Water Company	-133 55	65,091.36
04/12	Irs Usataxpymt	PPD D: 3387702000	-24,422.00	40,669.36
04/12	Franchise Tax Bo Payments	PPD ID: 1282532045	-8,273.00	32,396.36
04/15	ATM Check Deposit 04/13	2670 Berryessa Rd San Jose CA Card 4643	29.66	32,426.02

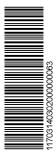
Account Number: 000000411605467

AMOUNT



TRANSACTION DETAIL (continued)

04/18 A 04/19 G 04/19 G 04/19 In 04/19 O 04/19 O 04/19 C 04/19 C 04/19 C 04/19 C 04/19 C 04/22 Pa 04/24 Pa 04/24 Pa	heck# 589TM Withdrawal04/18 1077 E Brokaw Rd San Jose CA Card 4643loogle LLCPayrollPPD ID: J770493581loogle LLCPayrollPPD ID: J770493581loogle LLCPayrollPPD ID: 911111103loogle LLCPayrollPPD ID: 911111103loogle LLCPayroll00000000212290 PPD ID: 4760039224hase Credit Crd Autopay00000000212290 PPD ID: 4760039224heck# 585ayment Received04/22 Fb *Ayman Shahed Visa Direct CA Card 1062ayment Received04/22 Fb *Karina Lawler Visa Direct CA Card 1062ayment Received04/22 Fb *Aybuke Kurtuldu Visa Direct CA Card 1062ayment Received04/22 Fb *Abe Salman Visa Direct CA Card 1062ayment Received04/22 Fb *Abe Salman Visa Direct CA Card 1062ayment Received04/22 Fb *Abe Salman Visa Direct CA Card 1062	-525.00 -200.00 4,824.73 1,099.41 949.04 -1,000.00 -403.04 -100.00 3.00 2.70 2.70 2.70	31,901.02 31,701.02 36,525.75 37,625.16 38,574.20 37,574.20 37,171.16 37,071.16 37,074.16 37,076.86 37,079.56
04/19 G 04/19 G 04/19 In 04/19 O 04/19 O 04/19 C 04/19 C 04/19 C 04/22 Pa 04/22 Pa 04/22 Pa 04/22 Pa	oogle LLCPayrollPPD ID: J770493581oogle LLCPayrollPPD ID: J770493581isync StaffingDirect DepPPD ID: 91111111034/19Withdrawalhase Credit Crd Autopay00000000212290 PPD ID: 4760039224heck# 585ayment Received04/22 Fb *Ayman Shahed Visa Direct CA Card 1062ayment Received04/22 Fb *Karina Lawler Visa Direct CA Card 1062ayment Received04/22 Fb *Aybuke Kurtuldu Visa Direct CA Card 1062ayment Received04/22 Fb *Aybuke Kurtuldu Visa Direct CA Card 1062ayment Received04/22 Fb *Abe Salman Visa Direct CA Card 1062	4,824.73 1,099.41 949.04 -1,000.00 -403.04 -100.00 3.00 2.70 2.70	36,525.75 37,625.16 38,574.20 37,574.20 37,171.16 37,071.16 37,074.16 37,076.86 37,079.56
04/19 G 04/19 In 04/19 04/19 04/19 C 04/19 C 04/19 C 04/22 Pa 04/22 Pa 04/22 Pa 04/22 Pa 04/22 Pa 04/22 Pa	oogle LLC Payroll PPD ID: J770493581 isync Staffing Direct Dep PPD ID: 9111111103 4/19 Withdrawal hase Credit Crd Autopay 00000000212290 PPD ID: 4760039224 heck # 585 ayment Received 04/22 Fb *Ayman Shahed Visa Direct CA Card 1062 ayment Received 04/22 Fb *Karina Lawler Visa Direct CA Card 1062 ayment Received 04/22 Fb *Aybuke Kurtuldu Visa Direct CA Card 1062 ayment Received 04/22 Fb *Aybuke Kurtuldu Visa Direct CA Card 1062 ayment Received 04/22 Fb *Aybuke Kurtuldu Visa Direct CA Card 1062	1,099.41 949.04 -1,000.00 -403.04 -100.00 3.00 2.70 2.70 2.70	37,625.16 38,574.20 37,574.20 37,171.16 37,071.16 37,074.16 37,076.86 37,079.56
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04/22 Pa 10	ayment Received 04/22 Fb *Aybuke Kurtuldu Visa Direct CA Card 062 ayment Received 04/22 Fb *Abe Salman Visa Direct CA Card 1062	2.70	37,079.56
10	062 ayment Received 04/22 Fb *Abe Salman Visa Direct CA Card 1062		·
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04/22 Pa	evenent Dessived 04/00 Fb *Merche Alieveliene Vise Direct CA Card		37,082.26
	ayment Received 04/22 Fb *Marsha Alisudjana Visa Direct CA Card 062	2.70	37,084.96
04/22 04	4/20 Withdrawal	-1,000.00	36,084.96
04/22 C	heck # 588	-55.00	36,029.96
04/23 A	TM Withdrawal 04/23 1077 E Brokaw Rd San Jose CA Card 1062	-300 00	35,729.96
04/24 04	4/24 Online Payment 8063804095 To Zhiqiang Su / Chuanxue Wang	-3,100 00	32,629.96
04/26 In	sync Staffing Direct Dep PPD ID: 911111103	984.62	33,614.58
04/26 04	4/26 Online Payment 8076318626 To B Squared Realty	-379 54	33,235.04
04/26 C	ard Purchase With Pin 04/26 Arco#02134M & S San Jose CA Card 1062	-85 92	33,149.12
04/29 C	heck # 590	-3,116 25	30,032.87
04/29 C	heck # 617	-135.90	29,896.97
04/29 C	heck # 586	-60.00	29,836.97
04/30 04	4/30 Withdrawal	-2,000 00	27,836.97
05/01 Q	uickpay With Zelle Payment From Julie Guisasola Wfct066B3Nym	2,000.00	29,836.97
05/02 C	heck # 619	-1,188.00	28,648.97
05/03 G	oogle LLC Payroll PPD D: J770493581	4,824.72	33,473.69
05/03 ln	sync Staffing Direct Dep PPD ID: 911111103	870.75	34,344.44
05/03 C	ard Purchase With Pin 05/03 Arco#02134M & S San Jose CA Card 1062	-77.61	34,266.83
	TM Withdrawal 05/05 3057 Stevens Creek Blv Santa Clara CA Card 062	-300.00	33,966.83
	hase Credit Crd Autopay PPD ID: 4760039224	-11,270.90	22,695.93
05/06 C	heck # 621	-3,000 00	19,695.93
05/06 C	iti Autopay Payment 082952307042400 Web ID: Citicardap	-94.06	19,601.87
	tarbright Schoo Billandpay PPD ID: Rf00017092	-1,181.00	18,420.87
	ard Purchase With Pin 05/09 Arco#02134M & S San Jose CA Card 1062	-55.94	18,364.93
05/10 In	sync Staffing Direct Dep PPD ID: 911111103	870.75	19,235.68
05/10 C	heck # 618	-152.00	19,083.68
05/13 Pa	ayment Sent 05/10 Fb *Adela Sam Pay Fb Com CA Card 1062	-3.22	19,080.46
05/13 05	5/13 Online Payment 8120751624 To Comcast	-79.72	19,000.74





Account Number: 000003007558397

A monthly Service Fee was <u>not</u> charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- Have direct deposits totaling \$500.00 or more. (Your total direct deposits this period were \$15,380.17. Note: some deposits may be listed on your previous statement)
- <u>OR</u>, keep a minimum daily balance in this checking account of \$1,500.00 or more (Your minimum daily balance was \$18,364.93)
- <u>OR</u>, keep an average daily balance of qualifying linked deposits and investments of \$5,000.00 or more (Your average daily balance of qualifying linked deposits and investments was \$32,219.47)

CHASE SAVINGS

EKATERINA STRULYOV

EUGENE STRULYOV

SAVINGS SUMMARY

Beginning Balance	AMOUNT \$1,002.12
Deposits and Additions	0.01
Ending Balance	\$1,002.13
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.01
Interest Paid Year-to-Date	\$0.05

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$1,002.12
05/13	Interest Payment	0.01	1,002.13
	Ending Balance		\$1,002.13

A monthly Service Fee was **not** charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more. (Your minimum daily balance was \$1,002)



CHASE SAVINGS

EKATERINA STRULYOV

Account Number: 000003660127805

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$340.00
Ending Balance	\$340.00

Annual Percentage Yield Earned This Period

A monthly Service Fee was **not** charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more. (Your minimum daily balance was \$340)

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number The dollar amount of the suspected error

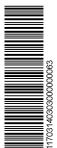
A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.
 We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



0.00%

JPMorgan Chase Bank, N.A. Member FDIC





Overdraft and Overdraft Fee Information for Your Chase Checking Account

What You Need to Know About Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

- 1. We have standard overdraft practices that come with your account.
- 2. We also offer overdraft protection through a link to a Chase savings account, which may be less expensive than our standard overdraft practices. You can contact us to learn more.

This notice explains our standard overdraft practices.

• What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Recurring debit card transactions

We **do not** authorize and pay overdrafts for the following types of transactions, unless you ask us to (see below):

• Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

• What fees will I be charged if Chase pays my overdraft?

Under our standard overdraft practices:

- If we pay an item, we'll charge you a \$34 Insufficient Funds Fee per item. This fee is not charged if your account balance at the end of the business day is overdrawn by \$5 or less, or for items that are \$5 or less.
- We won't charge more than three Insufficient Funds Fees per day, for a total of \$102.
- We waive fees for some account types:
 - For Chase SapphireSM Checking accounts, we waive the Insufficient Funds and Returned Item fees if you've had four or fewer Insufficient Funds or Returned Item occurrences in the past 12 months.
 - For Chase Private Client CheckingSM accounts, we waive the Chase overdraft fees.

• What if I want Chase to authorize and pay overdrafts on my everyday debit card transactions?

If you or a joint account owner would like to change your selection, sign in to chase.com to update your account settings, or call us anytime at 1-800-935-9935 (or collect at 1-713-262-1679 if outside the U.S.), or visit a Chase branch.

Exhibit D



Account Statement Alphabet Inc Class C

For Period: 04/01/2019 - 06/30/2019 GOOG Closing Price on 06/28/2019 : \$1,080.91

* Retain For Tax Records

Account Summary: GOOG

Stock Summary:			
		Closing	Closing
Opening	Closing	Share Price	Value
36.0000	46.0000	\$1,080.91	\$49,721.86
Cash Summary:			
\$0.00	\$0.00		\$0.00
Total:			\$49,721.86

EUGENE STRULYOV 1299 LAVEILLE CT SAN JOSE CA 95131



Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

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Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships(LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests. Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products and services, including unswept intraday funds and net credit balances held in brokerage accounts are not guaranteed deposits or obligations of Charles Schwab Bank, and are subject to investment risk, are not FDIC insured, may lose value, and are not bank guaranteed. SIPC does not cover balances held at Charles Schwab Bank in the Bank Sweep feature.

Gain (or Loss): This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.

IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-654-2593. (Outside the U.S., call +1-602-355-3408.) Any oral communications should be reconfirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

COMPLAINT CONTACT INFORMATION: Complaints about Schwab statements, products or services may be directed to 1-800-654-2593. For clients residing outside of the U.S., call collect +1-602-355-3408. Please send any written complaints to the Client Advocacy Team, 211 Main St., San Francisco, CA 94105, USA.

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(0518-8HBR)



Stock Transaction Summary: GOOG

Transaction Date	Activity	Description	Purchase/ Vest Date	Purchase Price	Acquisition FMV	Subscription FMV	Shares	Sale Price	Gross Proceeds
05/30/19	Deposit	RS 34653	05/27/19		\$1,133.47	\$0.00	5.0000		
04/29/19	Deposit	RS 34094	04/25/19		\$1,256.00	\$0.00	5.0000		

Cash Transaction Summary

Transaction Date	Amount	Description	Fee
	No cash trar	nsactions during this period	

* This transaction occurred in a previous quarter and may impact your cash or share balance.

This information is not intended to be a substitute for specific individual tax, legal or investment planning advice. Where specific advice is necessary or appropriate, please consult a qualified tax advisor, CPA, Financial Planner or Investment Manager.

Exhibit E1



April 1, 2019 - April 30, 2019 Account Number: 3693-7709 Account Type: INDIVIDUAL

E*TRADE Securities LLC P.O. Box 484

Jersey City,NJ 07303 -0484 1-800-ETRADE-1 (1-800-387-2331) etrade.com Member FINRA/SIPC

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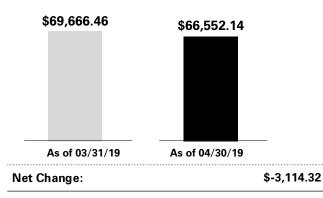
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EUGENE STRULYOV 1299 LAVEILLE CT SAN JOSE CA 95131-2475

Account At A Glance



EXTRADE

Detract HERE
 EUGENE STRULYOV
1299 LAVEILLE CT
SAN JOSE CA 95131-2475
 Make checks payable to E*TRADE Securities LLC
 Make checks payable to E*TRADE Securities LLC

E*TRADE SECURITIES LLC P.O. Box 484 Jersey City,NJ 07303-0484

043020190001 111369377093



EXTRADE Securities

nvestment Account

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2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Securities products and services are offered by ETS, Member FINRA/SIPC. Your account is carried by ETS, Member FINRA/SIPC, which maintains your funds and securities deposited with ETS directly by you. Inquiries concerning the positions and balances in your account may be directed to ETS at 800-503-9260. All other inquiries regarding your account or the activity therein should be directed to ETS. Please promptly report any inaccuracy or discrepancy in your account to ETS at 800-503-9260. You should re-confirm any oral communication in writing to further protect your rights, including rights under the Securities Investor Protection Act.

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SIPC and other Insurance Coverage. ETS is a member of the Securities Investor Protection Corporation ('SIPC'). SIPC currently protects the assets in each of your securities accounts at ETS up to \$500,000 (including \$250,000 for claims for cash). Visit www.sipc.org or call 202-371-8300 for more information including a brochure on SIPC protection. (Please note that money market mutual fund balances are not considered cash; they are considered to be securities.) Additional protection for ETS has been secured through an independent insurer, more information about which can be found at https://us.etrade.com/customer-service/fag. The market risks associated with investing and any resulting losses are not covered by SIPC or the additional protection.

Payment for Order Flow. The SEC (as well as FINRA) requires that all broker-dealers inform their customers when a new account is opened, and on an annual basis thereafter, of payment for order flow practices (compensation received for placing orders through specialists on national securities exchanges, over-the-counter market makers, alternative trading systems, and ECN's (collectively, "market centers")). Consistent with the overriding principle of best execution, ETS routes orders to various market centers. ETS receives remuneration (generally) in the form of per share cash payments or through profit sharing arrangements) for routing orders in securities to particular market centers for execution. Such remuneration is considered compensation to ETS, and the source and amount of any compensation received in connection with your transaction will be disclosed to you upon written request. ETS, absent instructions from you to the contrary, takes a number of factors into consideration in determining where to route customers' orders, including the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders and whether it will receive cash or non-cash payments for routing order flow, and reciprocal business arrangements. business arrangements.

Margin Accounts. The amount of margin required will be the greater of (1) the amount required by applicable laws, regulations, the rules of applicable self-regulatory organizations and clearinghouses, or (2) the amount required by ETS in its sole discretion. You will be charged interest on a daily basis on all debit balances that you owe to ETS and on credit extended to you by ETS for the purpose of purchasing, carrying, or trading in securities or otherwise. Interest is calculated on a 360-day basis using settlement date balances. Except as otherwise agreed by you and ETS, the applicable interest rate for margin loans will be determined by adding the prevailing base rate and the applicable sliding scale percentage rate, which is in turn determined by your average daily debit balance. Your stated interest rate is subject to change without notice during each period in accordance with fluctuations in your average daily debit balance and changes to the base rate that are attributable to a change in the Federal Funds rate. ETS will provide you with at least 30 days prior written notice before changing your stated interest rate for any other reason. Information about ETS's base rate is available upon written request to ETS. For more information on how ETS calculates interest, please see the customer Agreement. If you have a margin account, this statement is a combined statement for both your margin account and special memorandum account. The permanent record of the separate account as required by Regulation T of the Federal Reserve Board is available for your inspection. is available for your inspection.

Free Credit Balances. Any cash balances in your securities account, which represent an Free Credit Balances. Any cash balances in your securities account, which represent an obligation of ETS, are payable to you upon demand and referred to as free credit balances. Your free credit cash balances: 1) can be maintained in the securities account and will earn interest through the "Cash Balance Program" as more fully described at: www.etrade.com/cashbalance, and 2) as such are held unsegregated and may be used by ETS in the conduct of its business, subject to the limitations of Rule 15c3-3 under the Securities Exchange Act of 1934. Your free credit cash balances can alternatively be directed to other cash balance options.

Other Cash Balance Option. In addition to the Cash Balance Program you may have the option to have free credit balances in your securities account automatically transferred to a bank sweep product, which is an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC, but which are not obligations of ETS. Accounts opened prior to May 10, 2018 may also be eligible to have their free credit balances transferred to certain money market mutual funds. For detailed information about the products available for free credit balances go to www.etrade.com/sweepoptions ("Sweep Program"). The products available under the Sweep Program may change at any time. Notification of changes will be provided to the extent required by applicable law. Additionally, you may at any time change your selection among the products available in the Sweep Program. You may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or remitted to you. With respect to your decision to participate in a bank sweep product, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

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Definitions: Activity/Trade Date. Trade date or transaction date of other entries. Total Portfolio Percent. Percentage of your holding by issue of security. DIV/CPN% Yield. Annual dividend or bond % yield. Open Orders. Buy or sell orders for securities that have not yet been executed or

Symbol/CUSIP. The symbol or identification number for each security *** Denotes a security where either the country of issue or country of incorporation of the issuer is outside the US

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S1RB240 - 07/18





Statement Period : April 1, 2019 - April 30, 2019

Account Type: INDIVIDUAL

Customer Update:

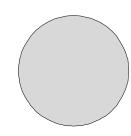
Why not get your statements, confirmations, and tax documents online? Enroll for paperless delivery today at *etrade.com/paperless*.

ACCOUNT OVERVIEW

Last Statement Date:	March 31, 2019
Beginning Account Value (On 03/31/19):	\$ 69,666.46
Ending Account Value (On 04/30/19):	\$ 66,552.14
Net Change:	\$ -3,114.32

For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 04/30/19)



100.00% - Mutual Funds

ACCOUNT VALUE SUMMARY

	A	S OF 04/30/19	A	S OF 03/31/19	% CHANGE	
Margin Balance Total Cash/Margin Debt	\$ \$	-2.11 -2.11	\$	0.03 0.03	-7,133.33% -7,133.33 %	
Stocks, Options & ETF (Long)	\$	0.00	\$	3,371.05	-100.00%	
Mutual Funds	\$	66,554.25	\$	66,295.38	0.39%	
Total Value of Securities	\$	66,554.25	\$	69,666.43	-4.47%	
Net Account Value	\$	66,552.14	\$	69,666.46	-4.47%	

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.

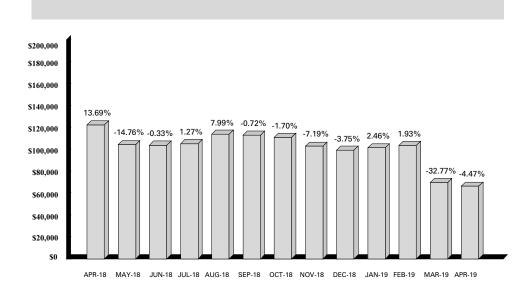




Statement Period : April 1, 2019 - April 30, 2019

Account Type: INDIVIDUAL

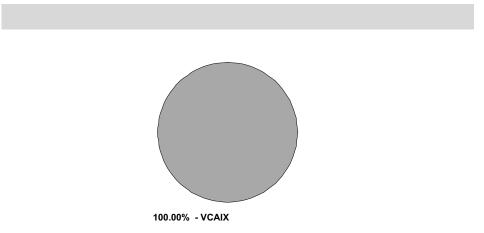
NET ACCOUNT VALUE BY MONTH END



ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	тн	IIS PERIOD	YEAR TO DATE		
Securities Sold	\$	3,468.60	\$	38,926.55	
Interest Received					
Taxable	\$	0.00	\$	0.03	
Dividends Received					
Taxable	\$	0.00	\$	159.73	
Tax Exempt	\$	146.45	\$	425.68	
Margin Interest	\$	-2.12	\$	-2.12	

TOP 10 ACCOUNT HOLDINGS (AS OF 04/30/19)







Statement Period : April 1, 2019 - April 30, 2019

Account Type: INDIVIDUAL

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (0.00% of Holdings)

DESCRIPTION							PORTFOLIO %	AMOUNT			
TOTAL CASH & CASH EQUI	OTAL CASH & CASH EQUIVALENTS YTD INTEREST (CREDIT INTEREST ONLY)										
STOCKS, OPTIONS & EX	CHANGE-TRAD	ED FUNDS (0.00	% of Holdings)								
DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)			
APPLE INC	AAPL	Margin		200.6700	0.00	0.00					
MUTUAL FUNDS (100.00	% of Holdings)										
DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME				
**VANGUARD CALIFORNIA TAX FREE INSURED INTERMEDIATE TERM PORT	VCAIX	Margin	5,621.136	11.8400	66,554.25	100.00	1,726.00				
TOTAL MUTUAL FUNDS					\$66,554.25	100.00%	\$1,726.00				
TOTAL PRICED PORTFOLIO	HOLDINGS (ON 0	4/30/19)			\$66,552.14						
TOTAL ESTIMATED ACCOU	NT HOLDINGS AN	NUAL INCOME			\$1,726.00						

TRANSACTION HISTORY

SECURITIES PURCHASED OR SOLD

TRADE DATE	SETTLEMENT DATE	DESCRIPTION	SYMBOL/ CUSIP	TRANSACTION TYPE	QUANTITY	PRICE	AMOUNT PURCHASED	AMOUNT SOLD
04/03/19 10:46	04/05/19	APPLE INC	AAPL	Sold	-17	195.8413		3,322.30
04/03/19 10:46	04/05/19	APPLE INC	AAPL	Sold	-0.747	195.8400		146.30
TOTAL SE	ECURITIES AC	TIVITY						\$3,468.60





Statement Period : April 1, 2019 - April 30, 2019

Account Type: INDIVIDUAL

DIVIDENDS & INTEREST ACTIVITY

DATE	TRANSACTION TYPE	DESCRIPTION		SYMBOL/ CUSIP				AMOUNT DEBITED	AMOUNT CREDITED
04/01/19	Dividend	**VANGUARD CALIFORNI INSURED INTERMEDIATE RECORD 03/31/19 PAY 04/	TERM PORT	VCAIX					146.45
04/26/19	Interest	FROM 03/26 THRU 04/25 @ BAL AVBAL 3,468	<u>9</u> 11 %					2.12	
TOTAL D	IVIDENDS & INT	EREST ACTIVITY						\$2.12	\$146.45
NET DIVI	DENDS & INTERI	EST ACTIVITY							\$144.33
WITHDR	RAWALS & DEF	OSITS							
DATE	TRANSACTION TYPE	DESCRIPTION						WITHDRAWALS	DEPOSITS
04/03/19	Transfer	ACH WITHDRAWL REFID:21306709482;						3,468.62	
04/04/19	Other	TRANSFER BAL FROM CAS	SH						3,468.62
04/04/19	Other	TRANSFER BAL TO MARG	IN					3,468.62	
NET WIT	HDRAWALS & DE	POSITS						\$3,468.62	
OTHER /	ACTIVITY								
DATE	DESCRIPTION		SYMBOL/ CUSIP		RANSACTION YPE	QUANTITY	PRICE	AMOUNT DEBITED	AMOUNT CREDITED
04/01/19		CALIFORNIA TAX FREE IMEDIATE TERM PORT E \$ 11.82	VCAIX	R	leinvest	12.39		146.45	
TOTAL O	THER ACTIVITY							\$146.45	
NET OTH	ER ACTIVITY							\$146.45	

Exhibit E2



May 1, 2019 - May 31, 2019 3693-7709 Account Number: INDIVIDUAL Account Type:

E*TRADE Securities LLC P.O. Box 484

Jersey City, NJ 07303 -0484 1-800-ETRADE-1 (1-800-387-2331) etrade.com Member FINRA/SIPC

Customer Update:

Pay yourself first.

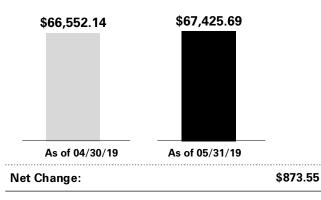
Consider setting up recurring contributions. Spreading out contributions throughout the year may be an easy way to save for retirement. Visit etrade.com/transfermoney.

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EUGENE STRULYOV 1299 LAVEILLE CT SAN JOSE CA 95131-2475

Account At A Glance



EXTRADE

DETACH HERE DETACH HERE EUGENE STRULYOV Acct: 3693-7709 **Use This Deposit Slip** 1299 LAVEILLE CT SAN JOSE CA 95131-2475 Please do not send cash Dollars Cents Make checks payable to E*TRADE Securities LLC **TOTAL DEPOSIT** Mail deposits to:

E*TRADE SECURITIES LLC P.O. Box 484 Jersey City, NJ 07303-0484



EXTRADE Securities

nvestment Account

Please refer to the E*TRADE Securities LLC ("ETS") Customer Agreement (the "Customer Agreement") for a complete discussion of the terms and conditions governing your account. If you have questions regarding the Customer Agreement or your account, please email us through *etrade.com* or call 800-ETRADE1. THE INFORMATION CONTAINED IN YOUR ACCOUNT STATEMENT SHALL BE BINDING UPON YOU IF YOU DO NOT OBJECT, EITHER IN WRITING OR VIA ELECTRONIC MAIL, WITHIN FIVE (5) DAYS AFTER THE ACCOUNT STATEMENT IS FIRST RECEIVED BY YOU. In case of errors or questions about your electronic transfers please telephone us at 800-ETRADE-1 immediately or write us at E*TRADE Securities LLC, PO Box 484, Jersey City, NJ 07303-0484, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or the problem appeared. When you contact us, you must:

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Securities products and services are offered by ETS, Member FINRA/SIPC. Your account is carried by ETS, Member FINRA/SIPC, which maintains your funds and securities deposited with ETS directly by you. Inquiries concerning the positions and balances in your account may be directed to ETS at 800-503-9260. All other inquiries regarding your account or the activity therein should be directed to ETS. Please promptly report any inaccuracy or discrepancy in your account to ETS at 800-503-9260. You should re-confirm any oral communication in writing to further protect your rights, including rights under the Securities Investor Protection Act.

Applicable Rules and Regulations. All transactions in your account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market, and its clearing house, where the transactions are executed by ETS or its agents, including ETS affiliates. Also, where applicable, the transactions shall be subject to the provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and texchange Commission ("SEC"), the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organization. For information about FINRA's Broker Check Program, including an investor brochure, pleasecontact FINRA at 800-289-999 or www.finra.org Broker Check Program, 9999 or www.finra.org.

Securities Pricing. The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom, are based on US month end prices and are provided to us by outside quotation services for the securities currently held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. The prices or the yields or values that are calculated on the basis of these prices. The value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CD(s) in the secondary market.

hterest/Dividends. We are required by law to report annually to you and to the Internal Revenue Service on Form 1099 any taxable interest, dividends, and capital gains credited to your account, as well as any taxes withheld. The year-to-date figures shown on your statement reflect these amounts classified to the best of our current knowledge. However, some payments are subject to reclassification, which will be reflected on subsequent statements if we are advised of them prior to the end of the calendar year.

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Statement Period : May 1, 2019 - May 31, 2019

Account Type: INDIVIDUAL

Customer Update:

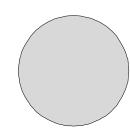
Want to get important documents faster? Get your statements, confirms, and tax forms online with paperless delivery. Enroll at *etrade.com/paperless*.

ACCOUNT OVERVIEW

Last Statement Date:	April 30, 2019
Beginning Account Value (On 04/30/19):	\$ 66,552.14
Ending Account Value (On 05/31/19):	\$ 67,425.69
Net Change:	\$ 873.55

For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 05/31/19)



100.00% - Mutual Funds

ACCOUNT VALUE SUMMARY

	AS OF 05/31/19		AS OF 04/30/19		% CHANGE
Margin Balance Total Cash/Margin Debt	\$ \$	-2.13 -2.13	\$ \$	-2.11 -2.11	-0.95% -0.95 %
Mutual Funds	\$	67,427.82	\$	66,554.25	1.31%
Total Value of Securities	\$	67,427.82	\$	66,554.25	1.31%
Net Account Value	\$	67,425.69	\$	66,552.14	1.31%

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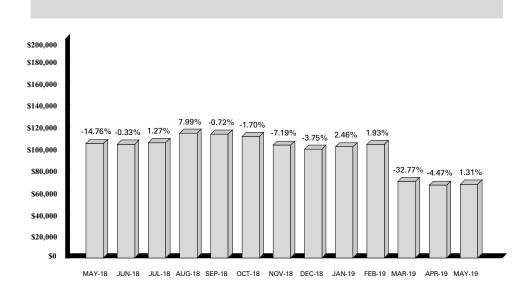




Statement Period : May 1, 2019 - May 31, 2019

Account Type: INDIVIDUAL

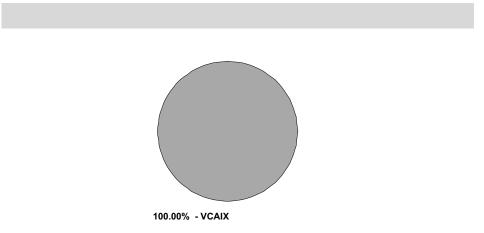
NET ACCOUNT VALUE BY MONTH END



ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THI	S PERIOD	١	YEAR TO DATE		
Securities Sold	\$	0.00	\$	38,926.55		
Interest Received						
Taxable	\$	0.00	\$	0.03		
Dividends Received						
Taxable	\$	0.00	\$	159.73		
Tax Exempt	\$	141.28	\$	566.96		
Margin Interest	\$	-0.02	\$	-2.14		

TOP 10 ACCOUNT HOLDINGS (AS OF 05/31/19)







Statement Period : May 1, 2019 - May 31, 2019

Account Type: INDIVIDUAL

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (0.00% of Holdings)

DESCRIPTION	SCRIPTION								
OTAL CASH & CASH EQUIVALENTS YTD INTEREST (CREDIT INTEREST ONLY) /UTUAL FUNDS (100.00% of Holdings)									
DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME		
**VANGUARD CALIFORNIA TAX FREE INSURED INTERMEDIATE TERM PORT	VCAIX	Margin	5,633.068	11.9700	67,427.82	100.00	1,729.00		
TOTAL MUTUAL FUNDS					\$67,427.82	100.00%	\$1,729.00		
TOTAL PRICED PORTFOLIO HOLDINGS (ON 05/31/19) \$67,425.69									
OTAL ESTIMATED ACCOUNT HOLDINGS ANNUAL INCOME \$1,729.00									

TRANSACTION HISTORY

DIVIDENDS & INTEREST ACTIVITY

DATE	TRANSACTION TYPE	DESCRIPTION		SYMBOL/ CUSIP				AMOUNT DEBITED	AMOUNT CREDITED
05/01/19	Dividend	**VANGUARD CALIFORN INSURED INTERMEDIATE RECORD 04/30/19 PAY 05	TERM PORT	VCAIX					141.28
05/28/19	Interest	FROM 04/26 THRU 05/25 BAL 2 AVBAL 2	•					0.02	
TOTAL D	FOTAL DIVIDENDS & INTEREST ACTIVITY \$0.02							\$0.02	\$141.28
NET DIVI	DENDS & INTERE	ST ACTIVITY							\$141.26
OTHER	ΑCTIVITY								
DATE	DESCRIPTION		SYMBOL/ CUSIP		TRANSACTION TYPE	QUANTITY	PRICE	AMOUNT DEBITED	AMOUNT CREDITED
05/01/19		CALIFORNIA TAX FREE IMEDIATE TERM PORT E \$ 11.84	VCAIX		Reinvest	11.932		141.28	
TOTAL O	TOTAL OTHER ACTIVITY							\$141.28	
NET OTH	ER ACTIVITY							\$141.28	





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Exhibit E3



June 1, 2019 - June 30, 2019 3693-7709 Account Number: INDIVIDUAL Account Type:

E*TRADE Securities LLC P.O. Box 484 Jersey City, NJ 07303-0484

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Customer Update:

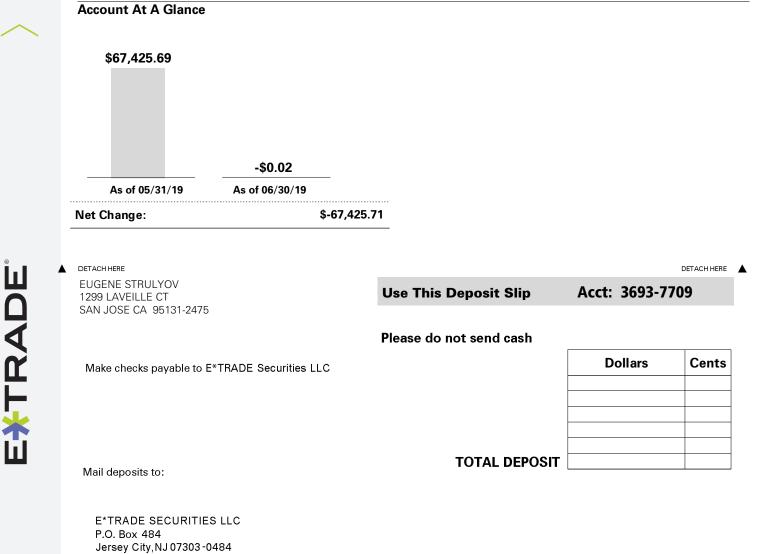
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We now offer you the ability to designate an individual who is at least 18 years old to be your trusted contact person (TCP). If you elect to designate a TCP, you authorize E*TRADE to contact this person and to disclose information about your account to: address possible financial exploitation; confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney; or as otherwise permitted by applicable law. To designate a new TCP or to update your current TCP election wild *tarde com/ten*. your current TCP election, visit etrade.com/tcp

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2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Securities products and services are offered by ETS, Member FINRA/SIPC. Your account is carried by ETS, Member FINRA/SIPC, which maintains your funds and securities deposited with ETS directly by you. Inquiries concerning the positions and balances in your account may be directed to ETS at 800-503-9260. All other inquiries regarding your account or the activity therein should be directed to ETS. Please promptly report any inaccuracy or discrepancy in your account to ETS at 800-503-9260. You should re-confirm any oral communication in writing to further protect your rights, including rights under the Securities Investor Protection Act.

Applicable Rules and Regulations. All transactions in your account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market, and its clearing house, where the transactions are executed by ETS or its agents, including ETS affiliates. Also, where applicable, the transactions shall be subject to the provisions of the Securities Act of 1933, as amended, the Securities and the rules and regulations of the Securities and Exchange Commission ("SEC"), the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organization. For information about FINRA's Broker Check Program, including an investor brochure, pleasecontact FINRA at800-289-9999 or www.finra.org. 9999or www.finra.org.

Securities Pricing. The amounts printed in the total market value column of the Account Securities Pricing. The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom, are based on US month end prices and are provided to us by outside quotation services for the securities currently held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. The prices used are based on the last reported transaction known to the quotation services or the yields or values that are calculated on the basis of these prices. The value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CDs in the secondary market. may differ if you elect to sell your CD(s) in the secondary market

hterest/Dividends. We are required by law to report annually to you and to the Internal Revenue Service on Form 1099 any taxable interest. dividends, and capital gains credited to your account, as well as any taxes withheld. The year-to date figures shown on your statement reflects these amounts dassified to the best of our current knowledge based on activity. In certain circumstances, payments may be subject to redassification, such reclassifications will be reflected to the Internal Revenue Service on your Form 1099. Your statement may not reflect all adjustments required for tax purposes, please refer to your tax documents.

SIPC and other Insurance Coverage. ETS is a member of the Securities Investor Protection Corporation ('SIPC'). SIPC currently protects the assets in each of your securities accounts at ETS up to \$500,000 (including \$250,000 for claims for cash). Visit www.sipc.org or call 202-371-8300 for more information including a brochure on SIPC protection. (Please note that money market mutual fund balances are not considered cash; they are considered to be securities.) Additional protection for ETS has been secured through an independent insurer, more information about which can be found at https://us.etrade.com/customer-service/faq. The market risks associated with investing and any resulting losses are not covered by SIPC or the additional protection.

Payment for Order Flow. The SEC (as well as FINRA) requires that all broker-dealers inform their customers when a new account is opened, and on an annual basis thereafter, of payment for order flow practices (compensation received for placing orders through specialists on national securities exchanges, over-the-counter market makers, alternative trading systems, and ECN's (collectively, "market centers"). Consistent with the overriding principle of best execution, ETS routes orders to various market centers. ETS receives remuneration (generally) in the form of per share cash payments or through profit sharing arrangements) for routing orders in securities to particular market centers for execution. Such remuneration is considered compensation to ETS, and the source and amount of any compensation received in connection with your transaction will be disclosed to you upon written request. ETS, absent instructions from you to the contrary, takes a number of factors into consideration in determining where to route customers' orders, including the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders and whether i will receive cash or non-cash payments for routing order flow, and reciprocal business arrangements. business arrangements.

Margin Accounts. The amount of margin required will be the greater of (1) the amount required by applicable laws, regulations, the rules of applicable self-regulatory organizations and clearinghouses, or (2) the amount required by ETS in its sole discretion. You will be charged interest on a daily basis on all debit balances that you owe to ETS and on credit extended to you by ETS for the purpose of purchasing, carrying, or trading insecurities or otherwise. Interest is calculated on a 360-day basis using settlement date balances. Except as otherwise agreed by you and ETS, the applicable interest rate for margin loans will be determined by adding the prevailing base rate and the applicable sliding scale percentage rate, which is in turn determined by your average daily debit balance. Your stated interest rate is subject to change without notice during each period in accordance with fluctuations in your average daily debit balance. FIS will provide you with at least 30 days prior written notice before changing your stated interest rate for far of the reason. Information about ETS is base rate is available upon written request to ETS. For more information on how ETS calculates interest, please see the Customer Agreement. If you have a margin account, this statement for both your margin account as required by Regulation T of the Federal Reserve Board is available for your inspection. your inspection.

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Other Cash Balance Option. In addition to the Cash Balance Program you may have the option to have free credit balances in your securities account automatically transferred to a bank sweep product, which is an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC, but which are not obligations of ETS. Accounts opened prior to May 10, 2018 may also be eligible to have their free credit balances transferred to certain money market mutual funds. For detailed information about the products available for free credit balances go to www.etrade.com/sweepoptions ("Sweep Program"). The products available under the Sweep Program may change at any time. Notification of changes will be provided to the extent required by applicable law Additionally, you may at any time change your selection among the products available in the Sweep Program. You may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or remitted to you. With respect to your decision to participate in a bank sweep product, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

Options Trading. If you are approved for options trading, you are responsible for advising ETS of any material changes in your investment objectives or financial situation. Additionally, further information regarding commissions and other charges related to the execution of option transactions has been included in the confirmations of such transactions previously provided to you. Such information will also be made available promptly upon request.

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S1RB240 - 06/19





Statement Period : June 1, 2019 - June 30, 2019

Account Type: INDIVIDUAL

Customer Update:

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ACCOUNT OVERVIEW

Last Statement Date:	I	May 31, 2019	
Beginning Account Value (On 05/31/19): Ending Account Value (On 06/30/19): Net Change:	\$ \$	67,425.69 -0.02 -67,425.71	

For current rates, please visit etrade.com/rates

ACCOUNT VALUE SUMMARY

Net Account Value	\$	-0.02	\$	67,425.69	-100.00%
Total Value of Securities	\$	0.00	\$	67,427.82	-100.00%
Mutual Funds	\$	0.00	\$	67,427.82	-100.00%
Total Cash/Margin Debt	\$	-0.02	\$	-2.13	99.06%
Margin Balance	\$	-0.02	\$	-2.13	99.06%
)F 06/30/19	Α	S OF 05/31/19	% CHANGE

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.





Statement Period : June 1, 2019 - June 30, 2019

Account Type: INDIVIDUAL

ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	TH	S PERIOD	YEAR TO DATE		
Securities Sold	\$	0.00	\$	38,926.55	
Interest Received					
Taxable	\$	0.00	\$	0.03	
Dividends Received					
Taxable	\$	0.00	\$	159.73	
Tax Exempt	\$	203.75	\$	770.71	
Margin Interest	\$	-0.02	\$	-2.16	

Your current account value is negative. Please contact us at 800-ETRADE-1 at your earliest convenience.





Statement Period : June 1, 2019 - June 30, 2019

Account Type: INDIVIDUAL

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (0.00% of Holdings)

DESCRIPTION	ESCRIPTION PORTFOLIO %								
TOTAL CASH & CASH EQUIVALENTS YTD INTEREST (CREDIT INTEREST ONLY) MUTUAL FUNDS (0.00% of Holdings)									
DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME		
**VANGUARD CALIFORNIA TAX FREE INSURED INTERMEDIATE TERM PORT	VCAIX	Margin		12.0000	0.00	0.00			
TOTAL PRICED PORTFOLIO	TOTAL PRICED PORTFOLIO HOLDINGS (ON 06/30/19) \$-0.02								

TRANSACTION HISTORY

DIVIDENDS & INTEREST ACTIVITY

DATE	TRANSACTION TYPE	DESCRIPTION	SYMBOL/ CUSIP	AMOUNT DEBITED	AMOUNT CREDITED
06/03/19	Dividend	**VANGUARD CALIFORNIA TAX FREE INSURED INTERMEDIATE TERM PORT RECORD 05/31/19 PAY 06/03/19	VCAIX		143.83
06/14/19	Dividend	**VANGUARD CALIFORNIA TAX FREE INSURED INTERMEDIATE TERM PORT RECORD 06/13/19 PAY 06/14/19	VCAIX		59.92
06/26/19	Interest	FROM 05/26 THRU 06/25 @11 % BAL AVBAL 2		0.02	
TOTAL D	TOTAL DIVIDENDS & INTEREST ACTIVITY \$0.02				
NET DIVI	DENDS & INTERE	ST ACTIVITY			\$203.73

WITHDRAWALS & DEPOSITS

DATE	TRANSACTION TYPE	DESCRIPTION	WITHDRAWALS	DEPOSITS
06/19/19	Deposit	ACH DEPOSIT REFID:25102138482;		2.13
06/20/19	Other	TRANSFER BAL FROM CASH	2.13	
06/20/19	Other	TRANSFER BAL TO MARGIN		2.13





Account Number: 3693-7709		Statemen	t Period : June 1, 2019	Account Type: INDIVIDUAL				
WITHDR	AWALS & DEPOS	SITS (Continued)						
DATE	TRANSACTION D	ESCRIPTION					WITHDRAWALS	DEPOSITS
	HDRAWALS & DEPO	SITS						\$2.13
OTHER	ACTIVITY							
DATE	DESCRIPTION		SYMBOL/ CUSIP	TRANSACTION TYPE	QUANTITY	PRICE	AMOUNT DEBITED	AMOUNT CREDITED
06/03/19		IFORNIA TAX FREE DIATE TERM PORT 11.97	VCAIX	Reinvest	12.016		143.83	
06/13/19		DIATE TERM PORT 80756-1	VCAIX	Journal	-5,645.084			
06/14/19		DIATE TERM PORT	VCAIX	Dividend			59.92	
TOTAL O	THER ACTIVITY						\$203.75	
NET OTH	ER ACTIVITY						\$203.75	

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Exhibit E4



July 1, 2019 - July 31, 2019 Account Number: 3693-7709 Account Type: INDIVIDUAL

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Account At A Glance

-\$0.02

As of 06/30/19 As of 07/31/19				
Net Change:	\$0.02			
DETACH HERE				DETACH HERE
EUGENE STRULYOV 1299 LAVEILLE CT SAN JOSE CA 95131-2475	Us	e This Deposit Slip	Acct: 3693-7	709
	Plea	ase do not send cash		
Make checks payable to E*TRADE Securities LLC			Dollars	Cents
Mail deposits to:		TOTAL DEPOSIT		

E*TRADE SECURITIES LLC P.O. Box 484 Jersey City,NJ 07303-0484



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2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. Tell us the dollar amount of the suspected error.

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Securities Pricing. The amounts printed in the total market value column of the Account Securities Pricing. The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom, are based on US month end prices and are provided to us by outside quotation services for the securities currently held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. The prices used are based on the last reported transaction known to the quotation services or the yields or values that are calculated on the basis of these prices. The value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CDs in the secondary market. may differ if you elect to sell your CD(s) in the secondary market

hterest/Dividends. We are required by law to report annually to you and to the Internal Revenue Service on Form 1099 any taxable interest. dividends, and capital gains credited to your account, as well as any taxes withheld. The year-to date figures shown on your statement reflects these amounts dassified to the best of our current knowledge based on activity. In certain circumstances, payments may be subject to redassification, such reclassifications will be reflected to the Internal Revenue Service on your Form 1099. Your statement may not reflect all adjustments required for tax purposes, please refer to your tax documents.

SIPC and other Insurance Coverage. ETS is a member of the Securities Investor Protection Corporation ('SIPC''). SIPC currently protects the assets in each of your securities accounts at ETS up to \$500,000 (including \$250,000 for claims for cash). Visit www.sipc.org or call 202-371-8300 for more information including a brochure on SIPC protection. (Please note that money market mutual fund balances are not considered cash; they are considered to be securities.) Additional protection for ETS has been secured through an independent insurer, more information about which can be found at https://us.etrade.com/customer-service/faq. The market risks associated with investing and any resulting losses are not covered by SIPC or the additional protection.

Payment for Order Flow. The SEC (as well as FINRA) requires that all broker-dealers inform their customers when a new account is opened, and on an annual basis thereafter, of payment for order flow practices (compensation received for placing orders through specialists on national securities exchanges, over-the-counter market makers, alternative trading systems, and ECN's (collectively, "market centers"). Consistent with the overriding principle of best execution, ETS routes orders to various market centers. ETS receives remuneration (generally) in the form of per share cash payments or through profit sharing arrangements) for routing orders in securities to particular market centers for execution. Such remuneration is considered compensation to ETS, and the source and amount of any compensation received in connection with your transaction will be disclosed to you upon written request. ETS, absent instructions from you to the contrary, takes a number of factors into consideration in determining where to route customes' orders, including the speed of execution, price improvement opportunities (executions at prices superior to the then revailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders and whether i will receive cash or non-cash payments for routing order flow, and reciprocal business arrangements. business arrangements.

Margin Accounts. The amount of margin required will be the greater of (1) the amount required by applicable laws, regulations, the rules of applicable self-regulatory organizations and clearinghouses, or (2) the amount required by ETS in its sole discretion. You will be charged interest on a daily basis on all debit balances that you owe to ETS and on credit extended to you by ETS for the purpose of purchasing, carrying, or trading insecurities or otherwise. Interest is calculated on a 360-day basis using settlement date balances. Except as otherwise agreed by you and ETS, the applicable interest rate for margin loans will be determined by adding the prevailing base rate and the applicable sliding scale percentage rate, which is in turn determined by your average daily debit balance. Your stated interest rate is subject to change without notice during each period in accordance with fluctuations in your average daily debit balance. FIS will provide you with at least 30 days prior written notice before changing your stated interest rate for far of the reason. Information about ETS is base rate is available upon written request to ETS. For more information on how ETS calculates interest, please see the Customer Agreement. If you have a margin account, this statement for both your margin account as required by Regulation T of the Federal Reserve Board is available for your inspection. your inspection.

Free Credit Balances. Any cash balances in your securities account, which represent an obligation of ETS, are payable to you upon demand and referred to as free credit balances: 1) can be maintained in the securities account and will earn interest through the "Cash Balance Program" as more fully described at: www.etrade.com/cashbalance, and 2) as such are held unsegregated and may be used by ETS in the conduct of its business, subject to the limitations of Rule 15c3-3 under the Securities Exchange Act of 1934. Your free credit cash balances can alternatively be directed to other cash balance options.

Other Cash Balance Option. In addition to the Cash Balance Program you may have the option to have free credit balances in your securities account automatically transferred to a bank sweep product, which is an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC, but which are not obligations of ETS. Accounts opened prior to May 10, 2018 may also be eligible to have their free credit balances transferred to certain money market mutual funds. For detailed information about the products available for free credit balances go to www.etrade.com/sweepoptions ("Sweep Program"). The products available under the Sweep Program may change at any time. Notification of changes will be provided to the extent required by applicable law Additionally, you may at any time change your selection among the products available in the Sweep Program. You may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or remitted to you. With respect to your decision to participate in a bank sweep product, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

Options Trading. If you are approved for options trading, you are responsible for advising ETS of any material changes in your investment objectives or financial situation. Additionally, further information regarding commissions and other charges related to the execution of option transactions has been included in the confirmations of such transactions previously provided to you. Such information will also be made available promptly upon request.

Random Allocation of Options Assignment Notices. Assignment notices for short option contracts are allocated among customer short option positions in accordance with a random allocation method. A detailed description of ETS's random allocation method is available at *etrade.com* and a hard copy of the allocation procedures is available upon request

Financial Statement. A financial statement of ETS is available for your inspection at its offices or at *etrade.com* or will be mailed to you upon your written request.

Its offices or at *etrade.com* or will be mailed to you upon your written request. **Valuation of Certain Alternative Investments (including DPP and REIT securities).** Account statements for Individual Retirement Accounts may include valuations for alternative investments. The values of such investments are estimated and reflect either the most recent valuation provided to ETS by the issuer of the investment, or a valuation provided by an independent third party, which ETS will obtain as part of its services, on an annual or more frequent basis. ETS does not provide a guarantee of the value or the appropriateness of the appraisal methodology applied by the independent third party in providing a value and ETS assumes no responsibility for verifying the accuracy of any valuation presented. Failure of the issuer to provide a timely valuation is your sole responsibility. The investment may reflect no value if a valuation was unavailable or is inaccurate. Investment in non-publicly traded securities, which includes alternative investments. Because there is generally no secondary market for alternative investments, the values reported to you should not be refled upon as any indication of market value. You may be able to sell your interests in the alternative investment held in your account, if at all, only for amounts that are substantially less than their purchase price or the estimated valued a return of capital on Direct Participation Programs and/or REITS, please note that said distributions are reported and an et investment per share estimated value is also reported. Pricing and distribution information has been provided by the sponsor, issuer or other external party responsible for reporting of the DPP or REIT and the classification of distributions as income or return of capital, in whole or in part, is subject to final account ing by such party(ies) and will be reported to you on a Form 1099 or K-1, as applicable. applicable

ETS is an indirect subsidiary of E*TRADE Financial Corporation. If you have a complaint, please call 800-ETRADE1, or write to: E*TRADE Securities LLC, P.O. Box 484, Jersey City, NJ 07303-0484.

Definitions:

Activity/Trade Date. Trade date or transaction date of other entries. Total Portfolio Percent. Percentage of your holding by issue of security. DIV/CPN% Yield. Annual dividend or bond % yield. Open Orders. Buy or sell orders for securities that have not yet been executed or Symbol/CUSIP. The symbol or identification number for each security

*** Denotes a security where either the country of issue or country of incorporation of the issuer is outside the US.

Pending and Unsettled Transactions. Based on the timing of statement generation, the value of certain unsettled trades and/or pending transactions (e.g., transactions that take place following the last business day of the month) may not be reflected on your statement. Please e-mail us through *etrade.com* or call 800-ETRADE1 with any questions.

S1RB240 - 06/19





Account Number: 3693-7709

Statement Period : July 1, 2019 - July 31, 2019

Account Type: INDIVIDUAL

Customer Update:

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With the E*TRADE Mobile app, you have everything you need in the palm of your hand—investing, trading, research, easy-to-use tools, and more. Visit *etrade.com/mobile* to learn more.

ACCOUNT OVERVIEW

Last Statement Date:	June 30, 2019
Beginning Account Value (On 06/30/19):	\$ -0.02
Ending Account Value (On 07/31/19):	\$ 0.00
Net Change:	\$ 0.02

For current rates, please visit etrade.com/rates

ACCOUNT VALUE SUMMARY

	AS 0	F 07/31/19	AS C	0F 06/30/19	% CHANGE
Margin Balance Total Cash/Margin Debt	\$ \$	0.00 0.00	\$ \$	-0.02 -0.02	100.00% 100.00 %
Net Account Value	\$	0.00	\$	-0.02	100.00%

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.



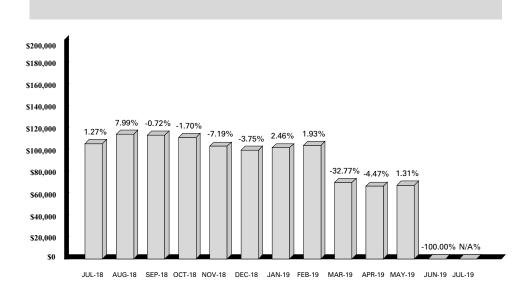


Account Number: 3693-7709

Statement Period : July 1, 2019 - July 31, 2019

Account Type: INDIVIDUAL

NET ACCOUNT VALUE BY MONTH END



ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS	PERIOD	YEAR TO DATE		
Securities Sold	\$	0.00	\$	38,926.55	
Interest Received					
Taxable	\$	0.00	\$	0.03	
Dividends Received					
Taxable	\$	0.00	\$	159.73	
Tax Exempt	\$	0.00	\$	770.71	
Margin Interest	\$	0.00	\$	-2.16	





 Account Number: 3693-7709
 Statement Period : July 1, 2019 - July 31, 2019
 Account Type: INDIVIDUAL

 ACCOUNT HOLDINGS
 CASH & CASH EQUIVALENTS (0.00% of Holdings)
 V

 DESCRIPTION
 PORTFOLIO % AMOUNT

 TOTAL CASH & CASH EQUIVALENTS YTD INTEREST (CREDIT INTEREST ONLY)
 \$0.03

TRANSACTION HISTORY

WITHDRAWALS & DEPOSITS

DATE	TRANSACTION TYPE	DESCRIPTION	WITHDRAWALS	DEPOSITS
07/02/19	Credit	REVERSAL OF FEE CHARGED 06/26/2019 REFID:22936561425096;		0.02
07/03/19	Other	TRANSFER BAL FROM CASH	0.02	
07/03/19	Other	TRANSFER BAL TO MARGIN		0.02
NET WIT	HDRAWALS & DE	POSITS		\$0.02





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Exhibit F



EUGENE STRULYOV 1299 LAVEILLE COURT SAN JOSE CA 95131 P.O. Box 10000 Lake Buena Vista, FL 32830 800-948-6677 Member No: Statement Period:

20260157 07/01/² 07/3

07/01/19 thru 07/31/19

Account Summary					
Deposits					
Savings	\$ 1,050.77				
Checking	23,050.66				
Total deposits	\$ 24,101.43				

Your Relationship Rewards level is Gold Level

Access Partners everywhere you are. Visit PartnersFCU.org to find our branches and ATMs located in key service areas in Florida and California. Plus, with the CO-OP Network also provides surcharge-free access to nearly 30,000 ATMs.

REGULAR SHARE ACCOUNTS ARE NOT TRANSFERABLE ON THE RECORDS OF THIS CREDIT UNION. DEBITS: New Loans, Refinanced Loans, Add-Ons, Principal Reversal or Share Withdrawals

0000: PRIMARY SAVINGS

Date	Transaction Description	Deposit	Withdrawal	Balance
07-01	Previous Balance			\$1,050.68
07-31	Deposit Dividend 0.100%	\$0.09		\$1,050.77
	Annual Percentage Yield Earned 0.1000% from 07/01/19 through 07/31/19			

Beginning Balance	Total Deposits/Credits	Total Withdrawals/Debits	Ending Balance	Taxable Y-T-D Dividends
\$1,050.68	\$0.09	\$0.00	\$1,050.77	\$0.63

0001: BASIC CHECKING

Date	Transaction Description	Deposit	Withdrawal	Balance
07-01	Previous Balance			\$40,107.91
07-01	Deposit at ATM # 00000007243 KEYPOINT CU 1050 E BROKAW RD SAN JOSE CA	\$1,000.00		\$41,107.91
07-02	Withdrawal Bill Payment Bill Paid-CHUANXUE WANG Conf # 1		\$50.00-	\$41,057.91
07-05	Withdrawal ACH CITI AUTOPAY TYPE: PAYMENT ID: CITICARDAP CO: CITI AUTOPAY		\$1,474.55-	\$39,583.36
07-06	Withdrawal at ATM # 00000009854 KINECTA FCU 21440 VICTORY BLVD WOODLAND HILL CA		\$200.00-	\$39,383.36
07-08	Withdrawal Bill Payment Bill Paid-CHUANXUE WANG Conf # 2		\$3,150.00-	\$36,233.36
07-08	Deposit at ATM # 00000008424 KEYPOINT CU 1050 E BROKAW RD SAN JOSE CA	\$2,300.00		\$38,533.36
07-12	Withdrawal at ATM # 00000008998 KEYPOINT CU 1050 E BROKAW RD SAN JOSE CA		\$200.00-	\$38,333.36

07-14	Withdrawal at ATM # 000000009190 KEYPOINT CU 1050 E BROKAW RD SAN JOSE CA		\$200.00-	\$38,133.36
07-15	Deposit ACH GUSTO TYPE: PAY 054398 ID: 9138864001 DATA: 6rjj CO: GUSTO	\$4,373.34		\$42,506.70
07-15	Withdrawal Bill Payment Bill Paid-EKATERINA STRULYOV Conf # 4		\$1,860.00-	\$40,646.70
07-15	Withdrawal Bill Payment Bill Paid-PACIFIC GAS AND ELECTR Conf # 5		\$54.30-	\$40,592.40
07-17	Draft 1100		\$16,651.51-	\$23,940.89
07-17	Deposit at ATM # 00000009724 KEYPOINT CU 1050 E BROKAW RD SAN JOSE CA	\$1,100.00		\$25,040.89
07-19	Withdrawal at ATM # 000000009910 KEYPOINT CU 1050 E BROKAW RD SAN JOSE CA		\$500.00-	\$24,540.89
07-20	Withdrawal at ATM # 000000007242 Global Cash Access 3790 LAS VEGAS BLV LAS VEGAS NV		\$307.99-	\$24,232.90
07-20	Withdrawal at ATM # 000000009701 WESTSTAR CU 110 EAST HARMON AV LAS VEGAS NV		\$180.00-	\$24,052.90
07-20	Deposit Foreign ATM Rfnd	\$7.99		\$24,060.89
07-20	Withdrawal at ATM # 000000009736 WESTSTAR CU 110 EAST HARMON AV LAS VEGAS NV		\$400.00-	\$23,660.89
07-22	Withdrawal at ATM # 000000000278 KEYPOINT CU 1050 E BROKAW RD SAN JOSE CA		\$300.00-	\$23,360.89
07-23	Draft 1101		\$500.00-	\$22,860.89
07-24	Withdrawal ACH JPMorgan Chase TYPE: Ext Trnsfr ID: 9200502231 CO: JPMorgan Chase		\$500.00-	\$22,360.89
07-24	Withdrawal ACH Partners Visa TYPE: WEBPMT ID: 989765489 CO: Partners Visa		\$33.58-	\$22,327.31
07-31	Deposit ACH GUSTO TYPE: PAY 140948 ID: 9138864001 DATA: 6rjj CO: GUSTO	\$3,873.35		\$26,200.66
07-31	Withdrawal Bill Payment Bill Paid-CHUANXUE WANG Conf#3		\$3,150.00-	\$23,050.66

CHECK SUMMARY

CHK#	AMOUNT	CHK#	AMOUNT
1100	\$16,651.51-	1101	\$500.00-

 * Asterisk next to number indicates skip in number sequence

	Total for this Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned I tem Fees	\$0.00	\$0.00

Beginning Balance	Total Deposits/Credits Total Withdrawals/Debits		Ending Balance	Taxable Y-T-D Dividends
\$40,107.91	\$12,654.68	\$29,711.93	\$23,050.66	\$0.00

Dividends Paid YTD Dividends Paid 2018 \$0.63 \$1.08

Exhibit G

EX-99.1 2 googexhibit991q22022.htm EX-99.1

Document

Alphabet Announces Second Quarter 2022 Results

MOUNTAIN VIEW, Calif. – July 26, 2022 – Alphabet Inc. (NASDAQ: GOOG, GOOGL) today announced financial results for the quarter ended June 30, 2022.

Sundar Pichai, CEO of Alphabet and Google, said: "In the second quarter our performance was driven by Search and Cloud. The investments we've made over the years in AI and computing are helping to make our services particularly valuable for consumers, and highly effective for businesses of all sizes. As we sharpen our focus, we'll continue to invest responsibly in deep computer science for the long-term."

Ruth Porat, CFO of Alphabet and Google, said: "Our consistent investments to support long-term growth are reflected in our solid performance in the second quarter, with revenues of \$69.7 billion in the quarter, up 13% versus last year or 16% on a constant currency basis. We are focused on responsible capital allocation in support of our growth opportunities."

Stock Split Effected in the Form of a Stock Dividend ("Stock Split")

On July 15, 2022, the company executed a 20-for-one stock split with a record date of July 1, 2022, effected in the form of a one-time special stock dividend on each share of the company's Class A, Class B, and Class C stock. All references made to share or per share amounts in this press release have been retroactively adjusted to reflect the effects of the Stock Split.

Q2 2022 financial highlights

The following table summarizes our consolidated financial results for the quarters ended June 30, 2021 and 2022 (in millions, except for per share information and percentages; unaudited).

	Quarter Ended June 30,							
		2021		2022				
Revenues	\$	61,880	\$	69,685				
Change in revenues year over year (1)		62 %	5	13 %				
Change in constant currency revenues year over year ^{(1) (2)}		57 %						
Operating income	\$	19,361	\$	19,453				
Operating margin		31 %	þ	28 %				
Other income (expense), net	\$	2,624	\$	(439)				
Net income	\$	18,525	\$	16,002				
Diluted EPS	\$	1.36	\$	1.21				

⁽¹⁾ Foreign currency movements affected year-over-year revenue growth rates by 3.7%. This reflects, when rounding to the one decimal place, the percentage change in consolidated revenues and consolidated constant currency revenues year over year of 12.6% and 16.3%, respectively.

⁽²⁾ Non-GAAP measure. See the table captioned "Reconciliation from GAAP revenues to non-GAAP constant currency revenues" for more details.

Document

Q2 2022 supplemental information (in millions, except for number of employees; unaudited)

Revenues, Traffic Acquisition Costs (TAC) and number of employees

	Quarter Ended June 30,					
		2021		2022		
Google Search & other	\$	35,845	\$	40,689		
YouTube ads		7,002		7,340		
Google Network		7,597		8,259		
Google advertising		50,444		56,288		
Google other		6,623		6,553		
Google Services total		57,067		62,841		
Google Cloud		4,628		6,276		
Other Bets		192		193		
Hedging gains (losses)		(7)		375		
Total revenues	\$	61,880	\$	69,685		
Total TAC	\$	10,929	\$	12,214		
Number of employees		144,056		174,014		

Segment Operating Results

	Quarter Ended June 30,				
	2021	2022			
Operating income (loss):					
Google Services	\$ 22,343 \$	22,770			
Google Cloud	(591)	(858)			
Other Bets	(1,398)	(1,686)			
Corporate costs, unallocated	(993)	(773)			
Total income from operations	\$ 19,361 \$	19,453			

Webcast and conference call information

A live audio webcast of our second quarter 2022 earnings release call will be available on YouTube at https://youtu.be/kBgHioOKpvI. The call begins today at 2:00 PM (PT) / 5:00 PM (ET). This press release, including the reconciliations of certain non-GAAP measures to their nearest comparable GAAP measures, is also available at http://abc.xyz/investor.

We also provide announcements regarding our financial performance, including SEC filings, investor events, press and earnings releases, and blogs, on our investor relations website (http://abc.xyz/investor).

We also share Google news and product updates on Google's Keyword blog at https://www.blog.google/, which may be of interest or material to our investors.

Forward-looking statements

This press release may contain forward-looking statements that involve risks and uncertainties. Actual results may differ materially from the results predicted, and reported results should not be considered as an indication of future performance. The potential risks and uncertainties that could cause actual results to differ from the results predicted include, among others, those risks and uncertainties included under the captions "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2021 and our most recent Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, which are on file with the SEC and are available on our investor relations website at http://abc.xyz/investor and on the SEC website at www.sec.gov. Additional information will also be set forth in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2022. All information provided in this release and in the attachments is

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as of July 26, 2022. Undue reliance should not be placed on the forward-looking statements in this press release, which are based on information available to us on the date hereof. We undertake no duty to update this information unless required by law.

About non-GAAP financial measures

To supplement our consolidated financial statements, which are prepared and presented in accordance with GAAP, we use the following non-GAAP financial measures: free cash flow; constant currency revenues; and percentage change in constant currency revenues. The presentation of this financial information is not intended to be considered in isolation or as a substitute for, or superior to, the financial information prepared and presented in accordance with GAAP.

We use these non-GAAP financial measures for financial and operational decision-making and as a means to evaluate period-to-period comparisons. We believe that these non-GAAP financial measures provide meaningful supplemental information regarding our performance and liquidity by excluding certain items that may not be indicative of our recurring core business operating results, such as our revenues excluding the effect of foreign exchange rate movements and hedging activities. We believe that both management and investors benefit from referring to these non-GAAP financial measures in assessing our performance and when planning, forecasting, and analyzing future periods. These non-GAAP financial measures also facilitate management's internal comparisons to our historical performance and liquidity as well as comparisons to our competitors' operating results. We believe these non-GAAP financial measures are useful to investors both because (1) they allow for greater transparency with respect to key metrics used by management in its financial and operational decision-making and (2) they are used by our institutional investors and the analyst community to help them analyze the health of our business.

There are a number of limitations related to the use of non-GAAP financial measures. We compensate for these limitations by providing specific information regarding the GAAP amounts excluded from these non-GAAP financial measures and evaluating these non-GAAP financial measures together with their relevant financial measures in accordance with GAAP.

For more information on these non-GAAP financial measures, please see the tables captioned "Reconciliation from net cash provided by operating activities to free cash flow" and "Reconciliation from GAAP revenues to non-GAAP constant currency revenues" included at the end of this release.

Contact

Investor relations Media investor-relations@abc.xyz press@abc.xyz

Alphabet Inc. CONSOLIDATED BALANCE SHEETS

(In millions, except par value per share amounts)

	As of December 31, 2021			As of June 30, 2022 (unaudited)
Assets				. ,
Current assets:				
Cash and cash equivalents	\$	20,945	\$	17,936
Marketable securities		118,704		107,061
Total cash, cash equivalents, and marketable securities		139,649		124,997
Accounts receivable, net		39,304		35,707
Income taxes receivable, net		966		1,366
Inventory		1,170		1,980
Other current assets		7,054		8,321
Total current assets		188,143		172,371
Non-marketable securities		29,549		30,665
Deferred income taxes		1,284		1,490
Property and equipment, net		97,599		106,223
Operating lease assets		12,959		13,398
Intangible assets, net		1,417		1,377
Goodwill		22,956		23,949
Other non-current assets		5,361		5,712
Total assets	\$	359,268	\$	355,185
Liabilities and Stockholders' Equity				
Current liabilities:				
Accounts payable	\$	6,037	\$	4,409
Accrued compensation and benefits		13,889		10,852
Accrued expenses and other current liabilities		31,236		32,976
Accrued revenue share		8,996		7,889
Deferred revenue		3,288		3,272
Income taxes payable, net		808		1,956
Total current liabilities		64,254		61,354
Long-term debt		14,817		14,734
Deferred revenue, non-current		535		472
Income taxes payable, non-current		9,176		8,163
Deferred income taxes		5,257		924
Operating lease liabilities		11,389		11,697
Other long-term liabilities		2,205		2,422
Total liabilities		107,633		99,766
Contingencies				
Stockholders' equity:				
Preferred stock, \$0.001 par value per share, 100 shares authorized; no shares issued and outstanding		0		0
Class A, Class B, and Class C stock and additional paid-in capital, \$0.001 par value per share: 300,000 shares authorized (Class A 180,000, Class B 60,000, Class C 60,000); 13,242 (Class A 6,015, Class B 893, Class C 6,334) and 13,078 (Class A 6,002, Class B 885, Class C 6,191) shares issued and outstanding		61,774		64,402
Accumulated other comprehensive income (loss)		(1,623)		(5,828)
Retained earnings		191,484		196,845
Total stockholders' equity		251,635		255,419
Total liabilities and stockholders' equity	\$	359,268	\$	355,185
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Alphabet Inc. CONSOLIDATED STATEMENTS OF INCOME

(In millions, except per share amounts, unaudited)

	Quarter Ended June 30,			Year To Date June 3			ıne 30,
	2021		2022		2021		2022
Revenues	\$ 61,880	\$	69,685	\$	117,194	\$	137,696
Costs and expenses:							
Cost of revenues	26,227		30,104		50,330		59,703
Research and development	7,675		9,841		15,160		18,960
Sales and marketing	5,276		6,630		9,792		12,455
General and administrative	3,341		3,657		6,114		7,031
Total costs and expenses	 42,519		50,232		81,396		98,149
Income from operations	19,361		19,453		35,798		39,547
Other income (expense), net	2,624		(439)		7,470		(1,599)
Income before income taxes	21,985		19,014		43,268		37,948
Provision for income taxes	3,460		3,012		6,813		5,510
Net income	\$ 18,525	\$	16,002	\$	36,455	\$	32,438
Basic earnings per share of Class A, Class B, and Class C stock	\$ 1.38	\$	1.22	\$	2.72	\$	2.46
Diluted earnings per share of Class A, Class B, and Class C stock	\$ 1.36	\$	1.21	\$	2.68	\$	2.44
Number of shares used in basic earnings per share calculation	13,379		13,133		13,422		13,168
Number of shares used in diluted earnings per share calculation	13,592		13,239		13,617		13,295

Alphabet Inc. CONSOLIDATED STATEMENTS OF CASH FLOWS (In millions, unaudited)

	Quarter Ended June 30, 2021 2022		Year To Dat 2021		ate June 30, 2022			
Operating activities								
Net income	\$	18,525	\$	16,002	\$	36,455	\$	32,438
Adjustments:								
Depreciation and impairment of property and equipment		2,730		3,698		5,255		7,289
Amortization and impairment of intangible assets		215		201		443		392
Stock-based compensation expense		3,803		4,782		7,548		9,286
Deferred income taxes		379		(2,147)		1,479		(4,237)
(Gain) loss on debt and equity securities, net		(2,883)		1,041		(7,634)		2,478
Other		(8)		62		(263)		202
Changes in assets and liabilities, net of effects of acquisitions:								
Accounts receivable		(3,661)		(1,969)		(867)		2,395
Income taxes, net		(1,082)		(4,073)		(297)		(253)
Other assets		(199)		(845)		(192)		(1,621)
Accounts payable		(130)		1,201		(1,112)		(1,172)
Accrued expenses and other liabilities		3,731		1,497		201		(1,719)
Accrued revenue share		473		(114)		29		(942)
Deferred revenue		(3)		86		134		(8)
Net cash provided by operating activities		21,890		19,422		41,179		44,528
Investing activities								
Purchases of property and equipment		(5,496)		(6,828)		(11,438)		(16,614)
Purchases of marketable securities		(24,183)		(21,737)		(60,609)		(50,199)
Maturities and sales of marketable securities		21,419		25,595		60,667		55,374
Purchases of non-marketable securities		(766)		(488)		(1,412)		(1,264)
Maturities and sales of non-marketable securities		237		113		256		125
Acquisitions, net of cash acquired, and purchases of intangible assets		(308)		(1,063)		(1,974)		(1,236)
Other investing activities		23		221		53		576
Net cash used in investing activities		(9,074)		(4,187)		(14,457)		(13,238)
Financing activities								
Net payments related to stock-based award activities		(2,453)		(2,264)		(4,637)		(5,180)
Repurchases of stock		(12,796)		(15,197)		(24,191)		(28,497)
Proceeds from issuance of debt, net of costs		6,699		12,806		7,599		29,228
Repayments of debt		(7,741)		(13,162)		(8,678)		(29,582)
Proceeds from sale of interest in consolidated entities, net		300		0		310		0
Net cash used in financing activities		(15,991)		(17,817)		(29,597)		(34,031)
Effect of exchange rate changes on cash and cash equivalents		183		(368)		40		(268)
Net decrease in cash and cash equivalents		(2,992)		(2,950)		(2,835)		(3,009)
Cash and cash equivalents at beginning of period		26,622		20,886		26,465		20,945
Cash and cash equivalents at end of period	\$	23,630	\$	17,936	\$	23,630	\$	17,936
outer and outer equivalence at end of period	Ŧ	,	7	,	*	,	7	,

Reconciliation from net cash provided by operating activities to free cash flow (in millions; unaudited):

We provide free cash flow because it is a liquidity measure that provides useful information to management and investors about the amount of cash generated by the business that can be used for strategic opportunities, including investing in our business and acquisitions, and to strengthen our balance sheet.

	Quarter Ended June 30, 2022				
Net cash provided by operating activities	\$	19,422			
Less: purchases of property and equipment		(6,828)			
Free cash flow	\$	12,594			

Free cash flow: We define free cash flow as net cash provided by operating activities less capital expenditures.

Reconciliation from GAAP revenues to non-GAAP constant currency revenues (in millions, except percentages; unaudited):

We provide non-GAAP constant currency revenues and the non-GAAP percentage change in constant currency revenues because they facilitate the comparison of current results to historic performance by excluding the effect of foreign exchange rate movements and hedging activities, which are not indicative of our core operating results.

Comparison from the Quarter Ended June 30, 2020 to the Quarter Ended June 30, 2021

	Quarter Ended					
	June 30, 2020			ne 30, 2021	% Change from Prior Year	
EMEA revenues	\$	11,363	\$	19,084	68 %	
EMEA constant currency revenues				17,659	55 %	
APAC revenues		6,945		11,231	62 %	
APAC constant currency revenues				10,881	57 %	
Other Americas revenues		1,839		3,364	83 %	
Other Americas constant currency revenues				3,252	77 %	
United States revenues		17,999		28,208	57 %	
Hedging gains (losses)		151		(7)		
Total revenues	\$	38,297	\$	61,880	62 %	
Revenues, excluding hedging effect	\$	38,146	\$	61,887		
Exchange rate effect				(1,887)		
Total constant currency revenues			\$	60,000	57 %	

Comparison from the Quarter Ended June 30, 2021 to the Quarter Ended June 30, 2022

	Quarter Ended					
	Jun	e 30, 2021	Jur	ne 30, 2022	% Change from Prior Year	
EMEA revenues	\$	19,084	\$	20,533	8 %	
EMEA constant currency revenues				22,489	18 %	
APAC revenues		11,231		11,710	4 %	
APAC constant currency revenues				12,466	11 %	
Other Americas revenues		3,364		4,340	29 %	
Other Americas constant currency revenues				4,310	28 %	
United States revenues		28,208		32,727	16 %	
Hedging gains (losses)	_	(7)		375		
Total revenues	\$	61,880	\$	69,685	13 %	
Revenues, excluding hedging effect	\$	61,887	\$	69,310		
Exchange rate effect				2,682		
Total constant currency revenues			\$	71,992	16 %	

Comparison from the Quarter Ended March 31, 2022 to the Quarter Ended June 30, 2022

	March 31, 2022			ne 30, 2022	% Change from Prior Quarter	
EMEA revenues	\$	20,317	\$	20,533	1 %	
EMEA constant currency revenues				21,164	4 %	
APAC revenues		11,841		11,710	(1)%	
APAC constant currency revenues				12,044	2 %	
Other Americas revenues		3,842		4,340	13 %	
Other Americas constant currency revenues				4,231	10 %	
United States revenues		31,733		32,727	3 %	
Hedging gains (losses)		278		375		
Total revenues	\$	68,011	\$	69,685	2 %	
Revenues, excluding hedging effect	\$	67,733	\$	69,310		
Exchange rate effect				856		
Total constant currency revenues			\$	70,166	4 %	

Non-GAAP constant currency revenues and percentage change: We define non-GAAP constant currency revenues as total revenues excluding the effect of foreign exchange rate movements and hedging activities, and we use it to determine the constant currency revenue percentage change on year-on-year and quarter-on-quarter basis. Non-GAAP constant currency revenues are calculated by translating current quarter revenues using prior period exchange rates and excluding any hedging effect recognized in the current quarter. Constant currency revenue percentage change is calculated by determining the increase in current quarter non-GAAP constant currency revenues over prior period revenues, excluding any hedging effect recognized in the prior period.

Other income (expense), net

The following table presents our other income (expense), net (in millions; unaudited):

	Quarter Ended Jun					
	2021		2022			
Interest income	\$ 389	\$	486			
Interest expense	(76)		(83)			
Foreign currency exchange gain (loss), net	(51)		(260)			
Gain (loss) on debt securities, net	111		(790)			
Gain (loss) on equity securities, net ⁽¹⁾	2,772		(251)			
Performance fees	(523)		318			
Income (loss) and impairment from equity method investments, net	92		(118)			
Other	(90)		259			
Other income (expense), net	\$ 2,624	\$	(439)			

(1) Includes all gains and losses, unrealized and realized, on equity investments. For Q2 2022, the net effect of the loss on equity securities of \$251 million and the \$318 million reversal of previously accrued performance fees related to certain investments decreased the provision for income tax, net income, and diluted EPS by \$14 million, \$53 million, and less than \$0.01, respectively. Fluctuations in the value of our investments may be affected by market dynamics and other factors and could significantly contribute to the volatility of OI&E in future periods.

Segment results

The following table presents our revenues and operating income (loss) (in millions; unaudited):

	Quarter Ended June 30, 2021 2022		
Revenues:			
Google Services	\$ 57,067	\$	62,841
Google Cloud	4,628		6,276
Other Bets	192		193
Hedging gains (losses)	(7)		375
Total revenues	\$ 61,880	\$	69,685
Operating income (loss):			
Google Services	\$ 22,343	\$	22,770
Google Cloud	(591)		(858)
Other Bets	(1,398)		(1,686)
Corporate costs, unallocated	 (993)		(773)
Total income from operations	\$ 19,361	\$	19,453

We report our segment results as Google Services, Google Cloud, and Other Bets:

- Google Services includes products and services such as ads, Android, Chrome, hardware, Google Maps, Google Play, Search, and YouTube. Google Services generates revenues primarily from advertising; sales of apps and inapp purchases, digital content products, and hardware; and fees received for subscription-based products such as YouTube Premium and YouTube TV.
- Google Cloud includes Google's infrastructure and platform services, collaboration tools, and other services for enterprise customers. Google Cloud generates revenues from fees received for Google Cloud Platform services, Google Workspace collaboration tools, and other enterprise services.
- Other Bets is a combination of multiple operating segments that are not individually material. Revenues from Other Bets are generated primarily from the sale of health technology and internet services.

Unallocated corporate costs primarily include corporate initiatives, corporate shared costs, such as finance and legal, including certain fines and settlements, as well as costs associated with certain shared R&D activities. Additionally, hedging gains (losses) related to revenue are included in corporate costs.

9/11/23, 11:23 AM

Document

Exhibit H



filled out forms

3 messages

Eugene Strulyov <eugene.strulyov@gmail.com> Thu, Apr 25, 2019 at 9:27 AM To: dmagnuson@cadivorcemediation.com, Eugene Katia Strulyov <eugene.and.katia@gmail.com>

Hi David,

I attached the draft of the filled out forms for myself. I have a few questions:

With regards to assets, on page 3 it says to calculate the total. This doesn't make sense. The assets include:

- common & separate property

- retirement & liquid funds

On top of that, there is \$760K of life insurance which is also listed as an asset. But it only has value if I die, otherwise it's worth \$0.

With regards to income & expenses, I have a pretty good idea about the following amounts:

- income from work
- income from rental property
- rent
- property taxes
- HOA fees
- homeowners insurance
- utilities
- child health insurance

I had to make guesses about the following:

- groceries
- eating out
- entertainment
- auto expenses (I have an old car, so maintenance can be unpredictable)

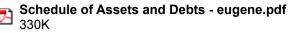
Please review and let me know if anything needs correcting or I need to add anything else.

thanks,

Eugene

2 attachments

Income and Expense Declaration - eugene.pdf 471K



David Magnuson <dmagnuson@cadivorcemediation.com> To: Eugene Strulyov <eugene.strulyov@gmail.com> Cc: Eugene Katia Strulyov <eugene.and.katia@gmail.com> Thu, Apr 25, 2019 at 6:56 PM

Hi Eugene and Katia,

Eugene, thank you for your message, and for attaching your disclosure forms. My responses to your questions are below:

Gmail - filled out forms

With regards to assets, on page 3 it says to calculate the total. This doesn't make sense. The assets include:

- common & separate property

- retirement & liquid funds

The form wants to simply add up the stated value of your property on the Schedule of Assets and Debts. You can leave this blank if you like.

On top of that, there is \$760K of life insurance which is also listed as an asset. But it only has value if I die, otherwise it's worth \$0.

No need to include term life insurance policies on the form. There are other types of policies (whole life, variable life) that have a cash out value, and that it is what should be listed on the form. In short, it sounds like your policies are term policies and ton' need to be listed.

With regards to income & expenses, I have a pretty good idea about the following amounts:

- income from work
- income from rental property
- rent
- property taxes
- HOA fees
- homeowners insurance
- utilities
- child health insurance

I had to make guesses about the following:

- groceries
- eating out
- entertainment
- auto expenses (I have an old car, so maintenance can be unpredictable)

Guessing is fine, as I know that it is difficult to precisely pinpoint certain expenses.

Please review and let me know if anything needs correcting or I need to add anything else.

Your forms look fine, and I will look forward to seeing you both on Monday.

Sincerely yours,

David

thanks,

Eugene

Eugene Strulyov <eugene.strulyov@gmail.com> To: David Magnuson <dmagnuson@cadivorcemediation.com> Cc: Eugene Katia Strulyov <eugene.and.katia@gmail.com> Sat, Apr 27, 2019 at 9:49 AM

Thanks David. There is one thing I forgot to disclose -- the HealthEquity account. Current balance 1567.56. Not sure where to list it, so I put it under "other assets". Also removed insurance.

thanks,

Eugene

[Quoted text hidden]

Schedule of Assets and Debts - eugene.pdf 348K

Exhibit I



My accounts - E-Trade and Schwab

Eugene Strulyov <eugene.strulyov@gmail.com> To: Ekaterina Strulyov <ekaterina.strulyov@gmail.com> Fri, Jul 12, 2019 at 4:31 PM

TL;DR: I fulfilled my obligations. Now it's time you fulfill yours.

At the time of the divorce filing, the total balance of my investment accounts was \$271895.58 (\$66273.20 in etrade, \$205622.38 in schwab). The mediation agreement entitles you to take \$200947.79 of my money using the 50% + 65K calculation. You have already received all of my holdings in the following assets:

VCAIX 67628.11 FB 38802.00 IAU 67225.00 T 10641.17

For a total of 184296.28. That leaves a balance of 16651.51 which we can settle in cash if you want. However, I think that it would be more than fair to just call it even, considering that the car that I bought for you is worth far more than my bike & trailer. You are, of course, aware that you have the upper hand in this matter and can force me to give you this money if you so choose, so let me know what you want to do.

That only leaves the retirement accounts pending.

eTrade Roth IRA: as I have already informed you, I sent them the paperwork but they require divorce decree to release the money. There is nothing more I can do at this time.

Vanguard 401k: being discussed in a separate thread; you are aware of what's happening and the ball is in your court.

So, I fulfilled my obligation. Now I need you to sign the title documents. As explained above, I'll give you the check for \$16651.51 if you so choose.

Eugene

[Quoted text hidden]

Exhibit J



Eugene Strulyov <eugene.strulyov@gmail.com>

Misc things and progress update

Eugene Strulyov <eugene.strulyov@gmail.com> To: Ekaterina Strulyov <ekaterina.strulyov@gmail.com> Wed, Sep 25, 2019 at 10:55 PM

Katia,

I already transferred ALL non-retirement funds that were due you as per the mediation agreement. Refer back to my July 12 email. Specifically you received the following stock/ETF transfers:

VCAIX 67628.11 FB 38802.00 IAU 67225.00 T 10641.17

For a total of 184296.28. I gave you a check for the remaining amount of 16651.51.

The only accounts that are left to settle are retirement accounts:

- 50% of e-trade Roth IRA. As explained multiple times previously, I submitted the distribution form to e-trade but they require the divorce decree from the court to release the money to you.
 - 401k account: being handled by Elizabeth A. Strasen

I don't owe you anything else.

Eugene

[Quoted text hidden]

Exhibit K

Sixth No. H050115

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SIXTH APPELLATE DISTRICT

EKATERINA STRULYOV,

Court of Appeal No. H050115

Petitioner and Respondent,

v.

(Super. Ct. No. 19FL001660)

EUGENE STRULYOV,

Respondent and Appellant.

Appeal From Order of the Superior Court County of Santa Clara Honorable Brooke A. Blecher

APPELLANT'S REPLY BRIEF

EUGENE STRULYOV

Appellant in Pro Per 18350 Hatteras Street, #138 Tarzana, CA 91356 Telephone: (818) 306-7030

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Introduction

Ekaterina attempts to use sophistry and misdirection in her Respondent's Brief. But there is one crucial thing missing from it: **numbers**. Whether or not Google stock is an omitted asset ultimately comes down to one thing: numbers. And numbers are unambiguous.

Corrections to Respondent's Statement of the Case

Child Support Litigation

While my opposition did express doubts about Ekaterina's sudden decrease in income – only a month after I filed my motion to set aside Stipulation – I nevertheless *agreed* to adjust child support as a result of this reduction (1CT 78:20-25). Ekaterina chose to litigate two other issues which she ultimately lost:

- She demanded to impute \$2400/month in non-taxable income to me because I was living with roommates (1CT 68).
- She improperly calculated my custody percentage as "8.5%", in violation of Santa Clara County rules (1CT 68).

(AOB 9-10). I submitted a dissomaster which adjusted child support from \$1189/month to \$1268/month (1CT 84-85). Trial Court adopted this dissomaster but did not award me any attorney fees (1CT 98).

Removal of Eugene's Attorney

Ekaterina put "Katia's motion for disqualification" and "Katia's motion for omitted assets" sections out of chronological order in her Statement of the Case (RB 11-12). However, she does not deny the following:

- She secretly filed but did not serve her omitted assets motion on March 8¹ 2021 (1CT 102). The hearing on this motion was initially scheduled for 7/21/2021. She took advantage of Family Court rules which allow a litigant to serve the motion only 16 court-days before the hearing.
- She immediately demanded recusal of my attorney and filed the recusal motion on March 16 2021 (ARp 1). By that point Mr. Camenzind had been representing me for over 8 months and appeared at multiple hearings on this matter (1CT 143:23-24).
- She never consulted with Mr. Camenzind. The attorney she claimed to have consulted, Travis Whitfield, has never met me (1CT 142:17). Mr. Whitfield has no memory of meeting with Ekaterina, has no files related to Ekaterina, and never discussed her matter with Mr. Camenzind. (1CT 142:11-15).

(AOB 11-12). Ekaterina simply asserts that:

- 1. Recusal of Mr. Camenzind was reasonable under these circumstances.
- 2. Trial Court did not abuse its discretion when it sanctioned me for opposing the recusal of my attorney.

Statement of Decision

SoD was very carefully worded and does not contain many of the findings of the subsequent FOAH². It also states things that were never argued. For example:

• The fact that "there were no attachments, statements or required backup documentation attached to their Schedules of Assets and Debts" (2CT 441) from

¹ The symbolism of this particular date cannot be lost on any feminist. Trial was also held on March 8.

² Findings and Order After Hearing

either side was undisputed. Judgment contains mutual waiver of discovery and acknowledgement that both parties "have each been given reasonable opportunity and time to obtain professional appraisals of the current fair market value of their community property assets" and "have been expressly advised to obtain such professional appraisals prior to executing this Stipulated Judgment" (1CT 17-18). Ekaterina could have requested the supporting documentation but chose not to. And so did I. This finding is also non-sequitur: financial statements corroborating the asset values reported in Schedule of Assets and Debts were presented as evidence at the trial.

- The fact that Ekaterina did not receive any Google stock was undisputed. Trial Court's finding that "*it appears as though Ekaterina did not receive any Google stock*" (2CT 441) simply states what was already acknowledged in prior pleadings (ARp 92-93; 96-98) and the trial brief (ARp 236-239). SoD quotes verbatim from my emails which show that Ekaterina received other stocks and cash of equal value (2CT 441-442).
- Importantly, SoD **does not** contain a finding that "Eugene takes the position that he may divide assets outside of the terms of the Judgment" and that "he justifies an unequal division by arguing that the Judgment did not equally divide the parties' cars" – this was added in FOAH (3CT 615).
- SoD lists precisely eight reasons for sanctioning Eugene (2CT 447-448). Nothing in the record suggests that these are merely "examples" as Ekaterina asserts. See Table 3 below.
- SoD does not deny my request for attorney fees and sanctions.

New Trial

Ekaterina does not deny the following:

- My attorney electronically filed and served the RFO³ on April 29 2022, together with Memorandum of Points and Authorities and Proof of Service. Ekaterina admitted to that in her opposition. (3CT 727:18-25)
- Trial Court properly filed the P&A Memorandum and PoS on April 29, but sat on the RFO for 3 weeks and finally "filed it" on May 20 2022 (3CT 712).
- Trial Court did not consider the merits of this motion and instead denied it on the basis that it was "untimely submitted to Court" (N 27).

(AOB 29-30). Ekaterina also points out – correctly – that she filed her opposition to this motion on May 9 2022 – 11 days before my RFO was "filed" by Trial Court. Did she travel back in time?

I hired a court reporter at my own expense for this hearing. Trial Court could have, but chose not to, address the issue of **numbers** on the record. This RFO specifically raises the following questions:

"Let's consider another scenario: What if, instead of a combination of cash + stocks, I sold the stocks and gave Ekaterina \$200,947.79 all in cash? Would assets still be "omitted"? And if not, how is this different from the scenario that actually occurred?" (3CT 735:1-3)

Family Court refused to answer these questions. Perhaps the Court of Appeal can do so instead.

³ Request For Order

All references have been properly cited

It strains credulity to believe that Ms. Finelli, an experienced attorney, would be unable to discern the page numbering in AOB and make such a disingenuous argument (RB 24), particularly since abbreviations have already been explained in footnotes.

AR = Augmented Record BS = Bates Stamp

Ms. Finelli refers to the very same Augmented Record as "Aug". I am not an attorney and I should be afforded some leeway if this is not the right nomenclature. Nevertheless, page numbers (and even line numbers, where possible) have been properly cited in accordance with Cal. Rules of Court, Rule 8.204(a)(1)(C).

All of these documents have been attached with my Motion to Augment the Record which was filed on 09/28/2022 and granted on 10/24/2022. Exhibits start on pdf page 9 of that motion and are stamped 1-290. Pleadings/Orders start on pdf page 299 and are stamped 1-245. The fact that these documents have *also* been uploaded to my website is irrelevant.

It is unclear why the stamp numbers restart. To improve clarity I will continue to use **AR** for exhibits but use **ARp** for pleadings/orders.

The only documents that are truly not part of the record at this time are those designated N. They are related to the Motion for New Trial which was heard on 06/21/2022 – long after the statutory deadline to file Notice of Appeal. I submit that in the interests of justice these documents should be admitted (<u>http://h050115.com/new_docs.pdf</u>). Otherwise it creates a loophole which allows Family Court to blatantly violate the law and then hide the evidence from the Court of Appeal. As Ms. Finelli already informed me, Motion for

New Trial is not independently appealable but is reviewable when the underlying matter is appealed. Regardless, the only pertinent facts from these documents are those set out in the New Trial section, which Ms. Finelli does not deny.

Also, contrary to Ms. Finelli's assertion, my attorney electronically filed Notice Designating Record on Appeal on June 13 2022, as was required to comply with the 10day deadline (3CT 772). However, on June 16 Trial Court issued a default notice claiming that the required fees were not paid (they were) and that notice designating reporter's transcript was not filed (I elected to proceed without reporter's transcript). After receiving additional communication from my attorney, Trial Court finally filed the Notice on June 30 (3CT 769).

Ekaterina's reliance on Foust is misplaced

Ekaterina urges the Court of Appeal to refuse to consider the merits of this case because there is no reporter's transcript (RB 22-24). In support of this, she cites Foust vs. San Jose Construction Company, Inc.

This attempt falls short. In Foust, "The record consists solely of a partial clerk's transcript which includes the following documents: Foust's initial complaint; his amended complaint; the statement of decision; the judgment; and two of the exhibits introduced at trial" (Foust v. San Jose Construction Co., Inc. (2011) 198 Cal.App.4th at pp. 186-187). Moreover, the issue being appealed was the credibility of a witness, which would necessitate the review of the oral testimony: "Foust seems to want this court to reevaluate his credibility and reweigh the evidence presented below, but we can do neither." The court further noted that "Without a reporter's transcript or the exhibits presented at trial we cannot undertake a meaningful review of Foust's argument on appeal." (emphasis added).

In the present case, Trial Court made a **mathematical error**. Witness testimony is irrelevant to the calculation. Numbers come from the evidence presented. Record includes **all** evidence presented at trial, including Ekaterina's own evidence.

The California Rules of Court sensibly require a transcript only if "an appellant intends to raise any issue that requires consideration of the oral proceedings in the superior court." (Rule 8.120(b).) Consistent with that standard, courts have held that no transcript is required where an appeal presents a purely legal issue subject to de novo review. Chodos v. Cole (2012) 210 Cal.App.4th 692, for example, held that the appellate court does not need the transcript of an anti-SLAPP hearing to determine whether the anti-SLAPP statute applied to the pleadings.

Ekaterina's other citations are likewise unavailing. None of those cases involve a mathematical error that is readily apparent from the evidence presented at trial. Some were missing other documents besides the reporter's transcript. For example, in Stasz v. Eisenberg the court noted that "Some of the documents she relies on are not included in the record on appeal." (Stasz v. Eisenberg (2010) 190 Cal.App.4th at p.1039). Some involve completely different circumstances. For example, Maria P. v. Riles does not apply because in the present case there was no hearing on attorney fees: this matter was addressed entirely via Attorney's Fees Declarations. (Maria P. v. Riles (1987) 43 Cal.3d). All of these declarations were filed after the March 8-9 2022 trial and they are all part of the record.

Settled Statement would be impossible due to distortion of my testimony

As already stated in AOB, I was absolutely shocked that there was no court reporter or any kind of record. It is incredible that this is actually legal! Trial was conducted over Microsoft Teams, so video recording would be trivial. Trial Court's findings do not accurately reflect my testimony. For example, Trial Court found that "Eugene did not divide the Google RSU. Further, throughout Trial and even in his closing arguments, Eugene takes the position that he may divide assets outside of the terms of the Judgment. In his March 24, 2022 closing statements, he justifies an unequal division by arguing that the Judgment did not equally divide the parties' cars. In other words, Eugene takes this upon himself to remedy." (3CT 615:9-12; RB 16).

Fortunately, Closing Argument Statement is a written document⁴ and it is abundantly clear that my contention with regard to the parties' vehicles was in relation only to the PartnersFCU account which the Trial Court found was not an omitted asset and denied Ekaterina's request related thereto (2CT 434:4-17; 3CT 609:12-14). I acknowledged that the \$20,000 deposit to my PartnersFCU account and \$10,000 deposit to Ekaterina's Chase account were unequal and paid her \$5,000 to equalize these deposits (2CT 434:4-17). This amount was de minimis compared to the total amount of assets Ekaterina received (over \$200,000 in liquid assets plus \$160,000 in retirement assets). Trial Court could have deemed the \$5,000 paid since Ekaterina also received 100% of her car (\$36,000 value), but chose not to.

As to the Google stock, my Closing Argument Statement says in the very first paragraph:

"Respondent disclosed his Google stock to petitioner, who accepted the equal division by value. Respondent's email of 4/8/19 (Exh A bates 6) stated which of the two listed Schwab account held the Google stock. Respondent's FL-142 (Exh S bates 127) matched the total value of the two Schwab accounts in the email. The Schwab statements (Exh B bates 8, C bates 21, N bates 70) matched these values. Petitioner accepted the equal

⁴ Also, the previous paragraph is mathematically impossible.

division of Google stock by cash value (Exh J bates 54, I bates 52) Therefore, Respondent did not beach his fiduciary duty to disclose or divide the Google stock." (2CT 433:14-17).

My Reply Closing Argument Statement further elaborates on these points (2CT 451:6-13; 452:1-15).

Note that the Closing Argument Statement refers to "breach of fiduciary duty" rather than "omitted assets". That is because Ekaterina morphed her "omitted assets" claim: she argued that all stocks should have been divided in kind rather than by value. That is also what she claimed at her deposition. Her Request for Statement of Decision asks the court this question: "Did Eugene breach his fiduciary duties to Katia by: Failure to Disclosure and Divide Community Property Google Shares of Stock?" (2CT 444:17-18). As Trial Court noted, this stance is very different from "omitted assets" (2CT 444:20-22). Indeed, by even making this argument Ekaterina admits that Google stock was not omitted.

Trial Court also found that "Though Eugene took a contrary position at Trial, his deposition testimony reflects his awareness at the time of Katia's move. The Court finds that Eugene was aware of Katia's decision to cohabitate, at the time of her move, as Eugene helped her hire the movers and looked at her apartment. (Deposition of Eugene Strulyov, November 5, 2021, page 38.) Eugene's position to the contrary lacks credibility." (3CT 604:9-13; RB 17). This, again, is not an argument that was ever made.

The issue that I brought to Trial Court's attention is that we signed the mediated Judgement on May 28 2019 - 4 days before Ekaterina moved in with her then-boyfriend (1CT 27). At no point during the mediation did Ekaterina disclose her intent to cohabitate (1CT 62). The fact that I found out about cohabitation on June 1 and "invited to tour the place" is completely irrelevant – Judgment was already signed at that point (1CT 273). This issue was addressed in my Reply Closing Argument Statement:

Petitioner committed fraud by concealment when she failed to disclose her intent to cohabitate during MSA negotiations. As a result, she gained an advantage in division of marital property to the tune of \$28,000.00. She also received far more than she should have in spousal support... At that time Respondent let it go and did not pursue the issue. However, that was not enough for Petitioner. She came back to harass him for more money and induced him to sign the 04/2020 stipulation under false pretenses. In doing so, she committed fraud by concealment yet again. (2CT 452:16-24, emphasis added).

In any case, this is a completely moot point. Trial Court ruled in SoD that the law does not permit retroactive modification of spousal support, prior to filing the RFO, not even in the cases of fraud by concealment:

"The Court finds that Eugene is not able to retroactively modify his support obligation to pay Spousal support without first filing a motion with the Court. Eugene testified that before the judgment was filed in November 2019, he had consulted with attorneys and knew that cohabitation can reduce his spousal support obligations, but decided not to pursue it at that time and continue paying spousal support to Katia. Knowing that Eugene is now essentially requesting to be retroactively reimbursed and awarded for his failure to properly file a motion with the court." (2CT 446:24 - 447:3).

Note that Trial Court's finding in SoD directly contradicts its own finding in FOAH. (2CT 446:24 vs. 3CT 604:9)

Settled Statement is a long and complicated process. Trial Court's decision plus Ekaterina's subsequent DVRO litigation left me very short on funds. More importantly, due to inaccurate representation of my testimony, Settled Statement would be futile. My

limited resources were better spent ensuring that all exhibits are part of the appeal record. Numbers don't lie.

All numbers come from Exhibits

Ekaterina argues that there is no way to know the values of the investment accounts because there is no reporter's transcript (RB 34). This argument is patently absurd. The source for all the numbers are the financial statements that were presented as evidence at the trial. By making this argument, Ekaterina is effectively asserting that one can simply make up numbers during oral arguments without reference to any evidence. Why not then claim that the value of an account is \$1,000,000 and demand \$500,000 as compensation?

AOB makes references to Respondent's Exhibits B and C to show the values of the Schwab sub-accounts. Was there, perhaps, some dispute about these numbers? Did Ekaterina present any evidence that could have called these numbers into question? No. In fact, she presented **exact same** financial statements as Petitioner's Exhibits 8 and 9. Thus, Ekaterina's own evidence shows the values of the Schwab sub-accounts to be as follows:

Account	Value	Petitioner's Exhibit	AR Bates Stamp
Schwab-6350	153,858.47	8	203
Schwab-GOOG	49,721.86	9	213
Total Schwab	203,580.33		

 Table 1: Schwab sub-account balances

No amount of oral arguments can overcome the fact that Ekaterina's own Exhibit 8 states in bold letters "Account Value as of 04/30/2019: \$153,858.47"⁵. No evidence exists that could even conceivably call these numbers into question.

Determination of the values of Schwab sub-accounts is necessary in order to make conclusions about whether or not Google stock is an omitted asset. Indeed, *any* property division must necessarily consider the values of the assets being divided. FOAH is **silent** on this issue and so is Ekaterina's RB. Ekaterina simply urges the Court of Appeal not to look at the numbers. She attempts to cast doubt on the evidence she herself presented, but does not explain what the numbers should be or where they would come from if not from the financial statements. This is the epitome of obfuscation.

It is impossible to miss the discrepancy in value between "Schwab \$205,620.38" in my FL-142 (1CT 119) and the actual value of Schwab-6350 (**Table 1**), which Ekaterina claims was the only account divided. Ekaterina had conducted discovery and received all of my financial statements from January 1 2018 to September 30 2020. She included Schwab-GOOG statement with her RFO (1CT 122) but omitted Schwab-6350 statement.

Amount of money Ekaterina received is well supported by evidence

Next Ekaterina attempts to cast doubt on the amount of assets she received, despite never having questioned that before. She suggests that perhaps the reason Trial Court awarded her Google stocks was because of "unquantified debts each of Katia and Eugene were required to pay, and the awards of separate and community property to each of them" (RB 36).

⁵ This was the last monthly statement immediately preceding May 28, the day we signed Judgement.

First, this argument is false. There were no debts, hence none are listed in Judgement. Trial Court quoted verbatim from my September 25 2019 email which lists the assets Ekaterina received (3CT 610, quoting Petitioner's Exhibit 10). In doing so, Trial Court chose to trust the numbers listed in that Exhibit. These numbers were also corroborated by Respondent's Exhibits N and O (AR Bates Stamps 51 and 60). Ekaterina's replies to this email show that she did not dispute the accuracy of the information provided therein but was only following up regarding the status of the Roth-IRA division (Petitioner's Exhibit 10, AR Bates Stamps 217-218). No evidence exists that could even conceivably call these numbers into question.

VCAIX (Vanguard tax-free bond fund)	67,628.11
FB (Facebook)	38,802.00
IAU (Gold ETF)	67,225.00
T (AT&T)	10,641.17
Cash	16,651.51
Total	200,947.79

 Table 2: Assets Ekaterina Received

Second, this argument is non-sequitur. Trial Court explained its reasoning for awarding Google stocks to Ekaterina:

- Its mistaken conclusion that "Schwab \$205,620.38" line in my FL-142 refers to Schwab-6350 sub-account rather than the total Schwab value (3CT 609:19-20).
- The fact that item 6I of Judgement says "Schwab-6350" rather than simply "Schwab" (3CT 609:22-24; 1CT 15).

In other words, if item 6I of Judgement is interpreted to mean the entire Schwab account (to be consistent with the \$205,620.38 value that I entered in my Schedule of Assets and Debts) then Ekaterina's "omitted assets" claim falls apart.

Trial Court's conclusion is mathematically impossible

As noted in AOB, Trial Court quoted directly from my April 8 2019 email:

5.2. Schwab brokerage: \$161107.95

5.3. Schwab equity awards \$43457.40 (Google stock vests here).

(3CT 609:15-16, quoting Respondent's Exhibit A, AR Bates Stamp 1 / also presented as Petitioner's Exhibit 6, AR Bates Stamp 198),

Acknowledged that "His Schedule of Assets and Debts listed Schwab in item 11 with a value of \$205,620.38" (2CT 597:6-7),

But then came to the bizarre conclusion that "Despite the email of April 8, 2019 listing an account for google shares, Eugene's Schedule of Assets and Debts made no mention of this account." (3CT 609:19-20).

This conclusion is mathematically impossible. Evidence presented at trial proved the values of the Schwab sub-accounts to be as shown in **Table 1**. Thus, \$205,620.38 **includes** the value of Google stock. Trial Court effectively ruled that 2+2=5 and Ekaterina urges the Court of Appeal to affirm this ruling because there is no transcript of oral arguments.

Even if Schwab-GOOG is omitted, Trial Court violated Family Code §2550

Trial Court found that Schwab-GOOG is an omitted asset because it was not mentioned in Judgment (3CT 609:22-24). Even if this finding is sustained, Trial Court's decision is still wrong. Evidence presented at trial proved that the value of Schwab-6350 was \$153,858.47 (**Table 1**). However, the value that was actually disclosed and divided was \$205,620.38 (2CT 597:6-7). So if Schwab-GOOG is an omitted asset, then the value of Schwab-6350 was overstated by \$51,761.91 and I need to be compensated for that. By failing to order this compensation, Trial Court divided the family estate unequally in violation of Family Code §2550. Ekaterina received 74% of Schwab-6350 (Exhibit N, AR Bates Stamp 51) and 100% of E-Trade (Exhibit O, AR Bates Stamp 60).

Ekaterina attempts misdirection by arguing that:

- 1. "Judgment reflects that the parties equally divided the Schwab account ending in 6350" (RB 33)
- 2. "Katia was also awarded an equalization payment of \$65,000 in exchange for Eugene retaining all rights in the Tarzana condominium." (RB 32)

However:

- "Judgment reflects" is not what actually happened (see above). The parties signed Judgement on May 28 2019 and divided all non-retirement assets in June-July 2019.
- The \$65,000 equalization payment has already been accounted for (see AOB 22-23). Ekaterina received \$200,947.79 worth of assets out of \$270,132.47 total.

Pretending to not understand basic math does not help Ekaterina: anyone can look at the numbers and make the same calculation.

I am not challenging the sufficiency of evidence

On the contrary, I am asserting that the only conclusions possible from the evidence presented at the trial are:

A. Google stock is not an omitted asset because its value was included in the \$205,620.38 number disclosed on my FL-142; OR

B. Even if Google stock is an omitted asset because Schwab-GOOG was not mentioned in Judgement, the value of Schwab-6350 was overstated by \$51,761.91, because its actual value was \$153,858.47.

In either case, if Trial Court's decision stands, Ekaterina ends up with **far** more than 50% of community property. As noted in my Motion for New Trial "Justice requires that she either keep the equalization payment in lieu of the stock, or that she receive the stock and return the equalization payment, <u>but she cannot have both.</u>" (3CT 728). Unfortunately, as a result of Trial Court's decision, she did get both.

Trial Court's decision plainly violates the requirement of California Family Code §2550 to divide the community estate equally. It must be reversed and remanded on appeal.

There was no consent to enroll Sofia in private school

Trial Court ruled that Judgement already obligated me to pay for private school (3CT 607:23-24). Ekaterina argues that because of the lack of reporter's transcript this ruling is "unassailable" (RB 26). However, this ruling completely ignores the issue of consent and the economic reality. Judgment obligated me to pay the following:

- \$1860/month for spousal support (1CT 10)
- \$1606/month for child support (1CT 7)
- About \$300 \$400 /month for extra-curricular activities (1CT 10)
- Provide Sofia's health insurance and pay for 50% of out-of-pocket medical expenses (1CT 9)

This was over half of my net income. I was forced to live with roommates to reduce my expenses. Is it reasonable to also require me to pay $870/month^6$ for private school, despite my opposition to private school enrollment? Ekaterina's argument is essentially tautological: because Judgment *can* be interpreted so as to have this requirement, then it *must* be interpreted that way (RB 27-28).

However, extrinsic evidence shows that the parties made alternative arrangements during the mediation. Ekaterina picked Country Lane Elementary as Sofia's school and I assisted her in co-signing for an apartment in the school district she chose for Sofia (1CT 62). The fact that the parties had planned for Sofia to attend private school before initiating divorce proceedings is irrelevant: it is self-evident that divorce changes the financial situation of both parties and new arrangements must be made. The fact that Ekaterina later changed her mind about this decision does not help her. Both parties have joint legal custody of Sofia (1CT 3), and despite Ekaterina's attempt to usurp it by litigating her baseless DVRO, this is still the case. Therefore, consent of both parties is required for school enrollment (California Family Code §3003). There was no consent to enroll Sofia in private school.

Trial Court abused its discretion in refusing to find good cause to set aside Stipulation

There are two separate issues which Ekaterina conflates:

- 1. Whether Stipulation needs to be set aside because of Ekaterina's fraudulent concealment of her true income.
- 2. Whether in the absence of Stipulation I would still be obligated to pay for private school, despite my opposition to private school enrollment.

⁶ This cost has now increased to \$1010/month.

Ekaterina argues that because Trial Court sided with her on (2) then there is no prejudice in denying (1). But there is.

As already noted in AOB, I was forced to agree to a *bidirectional* termination of spousal support. Ekaterina has successfully used this fact to deny paying spousal support to me when I lost my job. As Ekaterina correctly noted in RB, in the absence of Stipulation, Trial Court's jurisdiction over spousal support would have extended until September 2023 (RB 8). Meanwhile, Ekaterina's own right to claim spousal from me terminated because she remarried on October 4 2020.

Trial Court's finding that it has "no way of analyzing" spousal support is an abdication of its responsibilities. And Ekaterina urges the Court of Appeal to affirm this abdication.

Trial Court further ruled that I am required to pay for private school even when I'm unemployed. This resulted in me paying more money to Ekaterina than I received as income.

Overall, Stipulation is a completely one-sided contract. It provides all the benefits to Ekaterina and absolutely no consideration to me.

Trial Court abused its discretion in issuing certain sanctions

While Trial Court is well within its authority to issue sanctions, some of the sanctions were clearly improper.

Not accepting Trial Court's Tentative decision

The only thing I "did not accept" was the issue of private school tuition. Trial Court noted that "*Eugene wanted to proceed with litigating the one area he deemed to have lost*" (3CT 614). I offered to file additional briefs to address this issue, in lieu of the trial, but Ekaterina wanted an all-or-nothing deal.

Failed Settlement Negotiations

I argued in AOB that I "*was entitled to a full and fair hearing on the issues raised in the parties' pleadings*" and for that reason failure to settle is not sanctionable, as there was no showing that failure to settle was frivolous or in bad faith (AOB 44). Ekaterina disagreed. This raises an interesting question: what if one party makes unreasonable demands in settlement discussions (as Ekaterina did)? Does the other party deserve to be sanctioned for rejecting these demands?

Sofia's Health Insurance

In May 2021 Ekaterina enrolled Sofia in much better insurance through her employer and informed me via her attorney. She stopped using the insurance that I was providing. In November 2021, while doing open enrollment, I did not renew Sofia's insurance, so it expired at the end of the year. My attorney informed Ekaterina that if, for any reason, Sofia loses coverage, I can re-add her to my insurance. Is this deserving of sanctions?

Life Insurance

The policy documents I received from my insurance company do not list who the beneficiary is (Petitioner's Exhibit 16, AR Bates Stamps 239-284). Unfortunately, this is out of my control.

Continuance of 12/10/2021 trial

Immediately after the failed 12/02/2021 settlement conference in which Ekaterina made unreasonable demands, she informed me that her father passed away and demanded to continue the trial. Under the circumstances, and keeping in mind her past behavior, it was reasonable for me to be skeptical of her assertion until presented with evidence. Also, contrary to Ekaterina's assertion, she did not need to put her father's death certificate in public record. She could have filed her motion under seal. Better yet, she could have provided it to my attorney in private when making her demand to continue the trial.

Motion to Compel Discovery #2

As noted in AOB, I was sanctioned for this twice. First, instead of granting me attorney fees for MTC#1 (which I won), Trial Court offset them against MTC#2 and deemed both fees paid (ARp 191). That was despite the fact that Ekaterina successfully gamed the system (ARp 190). Also, MTC#1 was the larger of the two, with correspondingly more attorney fees. Then, when I pointed out the factual errors in Trial Court's ruling, it sanctioned me again (AOB 28-29).

Recusal of my attorney

I had valid objections to the recusal of my attorney. By the time Ekaterina made this demand, Mr. Camenzind had been my attorney for over 8 months and appeared at multiple hearings on this matter, including hearings where Ekaterina was present. Moreover, Ekaterina had secretly filed – but did not serve – her "omitted assets" motion immediately before demanding the recusal of my attorney (AOB 11-12).

Overall, I am not saying that my behavior was perfect. But any objective look at all the facts would show that Trial Court abused its discretion in issuing these sanctions.

Award of sanctions to Ekaterina is exorbitant

Trial Court allegedly sanctioned me for the following misconduct:

	Item	FOAH Reference	Attorney Fees	Attorney Fees Reference
1	Not accepting the court's tentative decision	3CT 614:1-5	\$1,575	1CT 287:14
2.1	preparation and attendance at a Judicially Supervised Settlement	3CT 614:6-8	\$2,695	1CT 286:24
2.2	settlement discussions	3CT 614:6-8	\$2,310	1CT 286:28
2.3	preparation and attendance at a Settlement Officer Conference and two Mandatory Settlement Conferences	3CT 614:6-8	\$4,165	1CT 287:8
3	Canceling Sofia's health insurance	3CT 614:9-11	\$2,637.50	1CT 289:13
4	Requiring Ekaterina to go through counsel to obtain a copy of my life insurance policy	3CT 614:14- 16	\$2,205	1CT 290:5
5	Not following up on E-Trade Roth IRA division until contacted by Ekaterina's attorney	3CT 614:19- 20	\$1,225	1CT 294:21
6	Opposing the continuance of	3CT 614:24	\$1,610	1CT 292:27

Document received by the CA 6th District Court of Appeal.

	12/02/2021 trial			
7	Filing a motion for reconsideration of MTC#2	3CT 615:4	\$1,357.50	1CT 293:16
8	Opposing recusal of my attorney	3CT 615:5-8	\$5,790	1CT 294:4
	Total		\$25,570	

But Trial Court inexplicably sanctioned me **\$60,000** (3CT 617:7). While Ekaterina need not establish with great precision the amount directly caused by improper conduct, it strains credulity to assert that more than 2x award is reasonable or based on actual attorney fees and costs incurred.

(Note that this is another discrepancy between SoD and FOAH. SoD does not mention anything about [Eugene] "justifies an unequal division" and "takes this upon himself to remedy". See Statement of Decision, above.)

Ekaterina argues that an award of fees and costs need not be limited to the specific fees and costs incurred as a result of improper conduct by the sanctioned party (RB 41). This effectively means that the amount of sanctions can be completely arbitrary and not related to the conduct that supposedly justified the award of sanctions. By this logic, Trial Court could have cited just one reason to sanction me – say, not accepting the tentative ruling (\$1575 per Ekaterina's attorney fees declaration) – and then granted her \$60,000 worth of sanctions. This flies in the face of the requirement that an award of sanctions must be based "on the extent to which the conduct of each party or attorney furthers or frustrates the policy of the law to promote settlement of litigation" (California Family Code §271).

Ekaterina justifies the amount of sanctions awarded to her by saying that she requested \$109,737 and was only granted \$60,000 (RB 42). She fails to mention that she lost on almost all counts, with the notable exception of omitted assets. Specifically, the following of Ekaterina's requests were denied:

- The request to set aside the Tarzana condominium provisions of the November 18 2019 Judgment
- The request for a finding of breach of fiduciary duty
- The request for determination and division of the PartnersFCU account
- The request for reallocation of the Brief Focused Assessment

(3CT 615-617).

This necessarily means that the vast majority of her attorney fees have been denied also. And the issues on which she won do not amount to anywhere near \$60,000.

With, perhaps, the exception of settlement discussions (items 1-2), the alleged misconduct I was supposedly sanctioned for was wholly unrelated to the issues tried at the March 8-9 2022 trial. Some were related to previously heard motions where attorney fees were reserved (items 6-8), others were the items I responded to in the "Petitioner's Airing of Grievances" section of my 07/06/2021 responsive declaration (allegations: 1CT 110-114; response: ARp 100-102).

Ekaterina further argues that an award of attorney fees need not be limited to "*attorney fees and costs that have been incurred at the time of the award*", but may include "*anticipated but not-yet-incurred attorney fees*" (RB 43). This effectively means no limit at all. Could Trial Court have sanctioned me \$255,700 (10x the total)? Why not \$1,000,000? Ekaterina also does not explain what attorney fees were "anticipated but not-yet-incurred".

Finally, how can any part of an Attorney's Fees Declaration be trusted when said attorney commits **perjury** in the very same declaration? (AOB 27)

Trial Court's failure to sanction Ekaterina is arbitrary and capricious

Ekaterina argues that "Given Eugene's repeated actions, the trial court would have abused its discretion had it refused to award Katia sanctions" (RB 40). Strangely, she does not apply the same argument to her own misconduct. This misconduct included, but was not limited to:

- She launched a baseless child support litigation which she overwhelmingly lost. (AOB 9-10)
- She lied about being coerced to relinquish the title to my condo (AOB 19-20). In reality, she is the one who coerced me to add her name to the title in the first place (ARp 96). Trial Court refused to even address the issue of duress by Ekaterina despite acknowledging that she threatened to divorce me if I did not add her to the title (2CT 599:7-12). Trial Court simply assumed that this transmutation is valid, but found that the portion of the condo valuation attributable to community property is zero because the condo did not appreciate in value between the date Ekaterina's name was added to the title and the date the parties signed Judgment (3CT 603:4-7).
- She lied about learning of the mortgage payoff "on the brink of divorce" (AOB 21). Not only was she aware of the conversation that preceded this payoff, but she also received automatic notifications from Chase when these payments went through (ARp 96-97). Trial Court rejected Ekaterina's allegations of breach of fiduciary duty but ignored evidence that she committed perjury in connection with these allegations (3CT 611-612).

- She lied about omitted assets (AOB 21-24). By the time she filed her motion on March 8 2021, she had long since conducted discovery and received all of my financial statements from January 1 2018 to September 30 2020. She could not have missed the discrepancy in value between "Schwab \$205,620.38" in my FL-142 (1CT 119) and the actual value of Schwab-6350, the account she claims was the only one divided (Table 1). She deliberately included Schwab-GOOG statement with her RFO (1CT 122) but omitted Schwab-6350 statement.
- She concealed her intent to cohabitate when she was negotiating Judgement (1CT 62). As a result of that, I agreed to let her keep 100% of her car which was purchased only a month before the divorce (ARp 100). Spousal support calculation did not take her cohabitation into account (1CT 10).
- She concealed her almost 3x increase in income when negotiating Stipulation. On this point Ekaterina argues that "*The trial court properly refused to sanction Katia for failing to disclose her income, where Eugene had also failed to disclose his income.*" (RB 46). This is blatantly false. The dissomaster attached with Stipulation listed my correct income (1CT 44). Trial Court found that "*Instead of disclosing the income from her new job obtained on February 4, 2020, she included language that neither party verified the other parties' income. Katia allowed Eugene to believe her income had remained at the same amount despite the fact that her salary had almost tripled." (3CT 606:1-6)*
- She launched a baseless DVRO litigation which she also lost⁷ (N 29). The real purpose of this litigation was to further impoverish me and to usurp legal custody of Sofia. Shortly after this loss, Ekaterina's attorney informed me that a vacation with Sofia had already been scheduled. She demanded my consent for international travel and threatened more litigation if I refuse (AOB 31).
- She used every procedural trick in the book to her advantage, such as secretly filing her RFO and then removing my attorney (AOB 10-11).

⁷ I hired a court reporter at my own expense for this trial.

tection under the o sanction her for ceived a fair trial. alue that she had en quite easy to as volumes.) This

Ekaterina argues that Trial Court did not abuse its discretion when it failed to sanction her... because it failed to find any fault in her behavior: "*The trial court did not find that Katia filed any frivolous motions or that she failed to promote settlement.*" (RB 45). It is difficult to fully express the absurdity of this argument. The vast majority of attorney fees were incurred as a result of Ekaterina's relentless litigious conduct, and yet she was not sanctioned **at all**. This and other Family Court's actions created an unmistakable impression of sexism and systemic bias, which emboldened Ekaterina to escalate this litigation. This flies in the face of constitutional guarantee of equal protection under the law (USA Constitution, Amendment 14).

Overall, Ekaterina fails to rebut the assertion that Trial Court's failure to sanction her for her egregious conduct was arbitrary and capricious.

Conclusion

I challenge anyone to look at the totality of events and conclude that I received a fair trial.

Trial Court awarded Ekaterina Google stocks **in addition** to their cash value that she had already received. (And if this assertion was wrong, it would have been quite easy to disprove mathematically – the fact that Ekaterina did not even try speaks volumes.) This increases her share of community estate **far** in excess of 50%.

Trial Court upheld Stipulation despite acknowledging that Ekaterina concealed her almost 3x increase in income during negotiations. It obligated me to pay for private school without any thought given to the economic impact. It also upheld the termination of spousal support, which allowed Ekaterina to deny paying spousal support to me when I lost my job. Thus, Stipulation is a wholly one-sided contract that provides all the benefits to Ekaterina and absolutely no consideration to me. Ekaterina engaged in trickery, deception, and other underhanded tactics throughout this litigation. And yet, instead of sanctioning her for this behavior, Family Court actually rewarded her. This decision is, quite literally, the opposite of justice.

I ask the Court of Appeal to restore some semblance of faith in the justice system.

Respectfully submitted,

Dated: 3/27/2023

2 Anulyor

Eugene Strulyov Appellant in Pro Per

Brief Format Certification

Pursuant to California Rules of Court. Rule 8.204, I hereby certify the text of the Respondent's Brief is proportionately spaced, has a typeface of 13 points or more, and contains no more than 7337 words, including footnotes, as counted by the Microsoft Word processing system used to generate the brief.

Dated: $\frac{3/27/2-323}{2}$

Respectfully submitted,

2. Amalyor

Eugene Strulyov

Proof of Service

CASE NAME:Strulyov v. StrulyovCASE NUMBER:H050115 Santa Clara County 19FL001660

I declare that:

I am over the age of 18 and not a party to the within action. I am employed in the County of Santa Clara, State of California. My business address is _____

31 E Julian St, San Jose CA 95112

On <u>3/27/23</u>, pursuant to CCP §1013A(2), I served Appellant's Reply Brief

By ELECTRONIC SERVICE: by emailing a copy of said document to the following:

Stephanie J. Finelli Steph@finellilaw.com

By **MAIL**: by depositing a copy of said document in the United States mail in San Jose, California, in a sealed envelope, with postage fully prepaid, addressed as follows:

Santa Clara County Court Family Justice Center Courthouse 191 N. First Street, San Jose, CA 95113

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

Date: <u>3/27/23</u>

Signature:

Print Name: Michael Mezzetti

Exhibit L

Filed 7/27/23

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SIXTH APPELLATE DISTRICT

In re the Marriage of EKATERINA and EUGENE STRULYOV.

EKATERINA STRULYOV,

Respondent,

v.

EUGENE STRULYOV,

Appellant.

H050115 (Santa Clara County Super. Ct. No. 19FL001660)

Appellant Eugene Strulyov (Eugene) and respondent Ekaterina Strulyov (Katia) entered into a stipulated judgment of dissolution of marriage.¹ Representing himself, Eugene appeals from postjudgment orders. Eugene contends the trial court abused its discretion by (1) refusing to set aside a postjudgment stipulation and order that required him to pay for one-half of his daughter's private school tuition, (2) granting Katia's motion to determine Google stock is an omitted asset that should be divided, and (3) imposing \$60,000 in sanctions against him while declining to impose sanctions against Katia. For the reasons explained below, we reject Eugene's first and third contentions.

¹ For clarity and consistency with the parties' briefing, we refer to them by first name.

We affirm the trial court's conclusion that the Google stock is an omitted asset but reverse the order on its division and remand for further consideration.

I. FACTS AND PROCEDURAL BACKGROUND

A. Marriage and Stipulated Judgment of Dissolution

Eugene and Katia married in 2010 and separated in 2019. They have one child (daughter), born in 2013. Katia petitioned for dissolution of their marriage in Santa Clara County Superior Court, and they engaged in private mediation in April and May 2019.

In May 2019, Katia and Eugene executed a stipulated judgment of dissolution of marriage. That same day, Katia and Eugene exchanged unsigned preliminary declarations of disclosure about their finances (see Fam. Code, § 2104²). There were no attachments, including statements and required backup documentation, to their schedules of assets and debts.

In November 2019, the trial court entered the judgment of dissolution to which the parties had stipulated in May (2019 judgment). The 2019 judgment addressed a number of issues, including custody, spousal support, maintenance of health insurance for daughter, division of assets, child support and additional child support in the form of expenses, including for daughter's education. It provided that Eugene and Katia would each be responsible for one-half of "all educational costs" for daughter through her high school graduation. It did not specify the school daughter would attend.

Regarding the division of assets, the 2019 judgment listed property, including financial accounts. It awarded Katia (among other property) a one-half interest in "Charles Schwab Investment account no. -6350" but did not specify the assets in the account or provide a value for it.

² Unspecified statutory references are to the Family Code.

The 2019 judgment also attached a DissoMaster³ report, which listed Katia's monthly wages and salary as \$4,389.

B. Postjudgment Proceedings, Including 2020 Stipulation and Order

Following entry of the 2019 judgment, Eugene and Katia disputed a number of issues, including child and spousal support and payment of daughter's private school tuition. In January 2020 Eugene and Katia unsuccessfully engaged in mediation. In March 2020 they reached a settlement in which each was represented by counsel. At the time of the settlement negotiations, Katia was earning \$11,249 per month (she had started a new job in February 2020) but did not disclose that fact, leading Eugene to believe her income had not changed when in fact her salary had nearly tripled.⁴

In April 2020 the trial court issued an order pursuant to the stipulation the parties had reached in March (2020 stipulation and order). The stipulation and order addressed a variety of issues, including child support, spousal support and private school tuition. Pursuant to the stipulation and order, the parties agreed that daughter "shall continue to attend private school at [named school] through eighth grade or until further agreement of the parties[] or order of the court." They agreed to each pay one-half of the tuition costs, and Eugene agreed to reimburse Katia for one-half of the tuition costs she had advanced.

On August 17, 2020, after learning of Katia's previously undisclosed salary increase, Eugene filed a request for order seeking vacatur of the 2020 stipulation and order based on fraud and concealment (August 2020 RFO). He also requested the court order Katia to reimburse him for all monies he had paid for private school tuition. Additionally, he requested that the court recalculate child support based on Katia's true

³ DissoMaster is a computer software program widely used by courts and the family law bar in setting child and spousal support pursuant to the statewide uniform guidelines set by the Family Code and local rules. (See *In re Marriage of Olson* (1993) 14 Cal.App.4th 1, 5, & fn. 3.)

⁴ The trial court made this factual finding, which Katia does not challenge on appeal, in its April 2022 findings and orders after hearing.

income and that it terminate spousal support. Eugene sought an unspecified amount of sanctions and attorney fees and costs pursuant to section 271 and Code of Civil Procedure section 128.5 "to include \$5,000 paid by [Eugene] to Mathew Rudy [his former attorney], and all fees paid to the Law Office of Joseph Camenzind to file and prosecute this Request for Order, and reimbursement of all expenses paid based on fraudulent conduct."

Eugene submitted a declaration asserting he and Katia had agreed when they separated in April 2019 to send daughter to a public school and they had "carefully selected [daughter]'s public school together." He stated Katia decided in July 2019 to send daughter to private school, and he had refused to pay invoices for 50 percent of the monthly cost. Eugene declared that Katia had failed to disclose she had received a significant pay increase and was earning significantly more income than she had previously disclosed. He argued that had he known Katia's true income, he would not have agreed in the 2020 stipulation to pay for one-half of the costs of daughter's private school.

On March 8, 2021, Katia filed a request for order seeking determination and division of omitted assets and sanctions (March 2021 RFO). She asserted Eugene had failed to disclose community assets, including restricted stock units he received from his former employer Google LLC (hereafter Google stocks).

In support of her March 2021 RFO, Katia declared that Eugene had been employed by Google throughout their marriage and she believed he had received Google stocks. She stated that, "[p]rior to engaging the help of the mediator," Eugene had told her that he had "certain Google stocks and investment which are both held in Schwab accounts," but his schedule of assets and debts listed only one Schwab account (ending in 6350). Based on this disclosure, only that Schwab account was divided in the judgment. Only after receiving discovery later in the litigation did Katia discover that Eugene had a "separate Schwab account containing Google stocks" (Schwab GOOG account), which had not been divided. She attached as exhibits to her declaration a copy of Eugene's

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schedule of assets and debts, his paystubs from Google, and a copy of an account statement of the separate Schwab account containing the Google stocks that is titled "GOOG."

Katia's declaration included a request for sanctions and detailed actions by Eugene over the past year that she contended were sanctionable. That conduct included failing to divide the Google stocks, unilaterally choosing to withhold support and payments for additional child support expenses, and removing daughter from his health insurance.

Eugene opposed Katia's March 2021 RFO. In support of his opposition, he filed a declaration stating that he has two Charles Schwab accounts: A Schwab Equity Awards account, into which his restricted stock units (i.e., his Google shares) vest, and a Schwab Brokerage account. In April 2019, Eugene sent Katia an e-mail describing his financial assets, which listed the two Schwab accounts as separate line items and indicated they contained \$161,107.95 and \$43,457.40, respectively. The Judicial Council Forms, form FL-142, he exchanged with Katia contained a single line-item for "Schwab," and listed its value as "\$205,622.38."

Eugene declared that the amount listed in the Judicial Council Forms, form FL-142, was slightly higher than the figures in the April e-mail because the value of the stocks had slightly increased. Eugene attached to his declaration account statements for the Schwab Equity Awards account for the period April 1, 2019, through June 30, 2019, and the Schwab Brokerage account (ending in 6350) for April 1 through April 30, 2019. The Schwab Equity Awards statement listed the closing value of the Google (Alphabet)⁵ stock in the account as \$49,721.86. The Schwab Brokerage account listed the closing value as \$153,858.47. According to the account statement, the brokerage account contained shares of AT&T, Facebook, Ford Motor, Honda Motor, and Micron Technology. Eugene's declaration asserted the Schwab Equity Account had increased in

⁵ The "Account Summary" listed the account as "GOOG." Under "Account Statement" was the heading "Alphabet Inc Class C."

value because additional Google stocks vested on April 29 and May 30; the Schwab Brokerage account had decreased because Eugene had transferred \$10,000 to Katia's checking account.

Eugene's declaration stated that Katia had been overpaid because the Google shares that vested on May 30, 2019, should not have been considered marital property. It further asserted that the marital property division was based on the \$205,622.38 he had entered on the Judicial Council Forms, form FL-142, which included the value from both the Schwab Equity and Schwab Brokerage accounts. Eugene's trial brief contended that the e-mails and account statements attached to his declaration demonstrated that the parties had equally divided the community property, including the Google stock.

C. March 2022 Trial and Subsequent Filings

A trial, at which both Eugene and Katia were represented by counsel, occurred on March 8 and 9, 2022. The record on appeal does not contain a transcript or settled statement of the trial proceedings.

The trial addressed a number of pending motions, including Katia's March 2021 RFO related to the Google stocks, her requests for attorney fees and sanctions pursuant to section 721, and Eugene's August 2020 RFO seeking vacatur of the April 2020 stipulation and order.

The court heard testimony from both Eugene and Katia, and it admitted exhibits into evidence.

On March 23, 2022, following the trial, Katia's then-attorney (Golnesa Monazamfar) filed a declaration in support of Katia's request for attorney fees and sanctions against Eugene. The declaration explained the grounds for the \$109,737 in sanctions sought. Monazamfar stated that the trial court had not yet ordered attorney fees in the family law case and there were several requests for fees and sanctions that had not yet been adjudicated.

Monazamfar declared that Katia had sought to settle issues with Eugene, but Eugene had directly frustrated settlement in a number of ways. She also asserted Eugene had omitted assets, forcing Katia to file a motion with the court.

In the declaration, Monazamfar addressed various categories of Eugene's misconduct and the basis for and amount of sanctions requested. As to Eugene's conduct related to settlement negotiations, Monazamfar stated that Katia incurred attorney fees totaling \$10,745 pursuant to section 271. Monazamfar declared Katia had attempted to settle with Eugene "on every single issue subject to litigation" but that all "settlement efforts have been futile and resulted in litigation." For instance, Eugene and Katia had reached an agreement at one settlement conference but "immediately after the hearing and after the presiding officer sent the stipulation summary recap [Eugene]'s counsel informed everyone[] that [Eugene] had changed his mind."⁶

Monazamfar's declaration appended a number of exhibits, including court orders and billing statements from Katia's attorneys (Monazamfar and Rod Firoozye). Firoozye's invoices totaled \$77,370 and Monazamfar's invoices totaled \$92,292.50, which reflected all the attorney fees and costs Katia had incurred through March 22,

⁶ Additionally, the Monazamfar declaration listed attorney fees and costs incurred by Katia related to Eugene's omission of assets (\$29,785 and "in accordance with Family Code sections 271, 1101, 2100 et seq[,] and . . . Code of Civil Procedure section 3294 for breach of his obligations"); Eugene's violation of court orders requiring him to maintain daughter on his health insurance (\$2,637.50 under section 271); production of documents and communications related to Eugene obtaining life insurance naming Katia as a beneficiary and Eugene's violation of court orders (\$2,205 under section 271); custody issues (\$20,605 in attorney fees under section 271 and \$10,817 for the evaluator and reconnection therapist); a request for continuance of the trial following Katia's father's death after Eugene refused her request to reschedule the trial (\$1,610 under section 271); Eugene's untimely and unsuccessful motion for reconsideration (\$1,357.50 under Code of Civil Procedure sections 1008(d), 128.5, and 128.7, and an additional \$7,000 under section 271); disqualifying Eugene's prior counsel, Joe Camenzind (\$5,790 under section 271); and an assortment of "other issues" including dividing an E*Trade account, enforcing Eugene's obligation to pay for daughter's educational costs and his payment of tuition, and other work on issues requiring litigation (\$17,185 under section 271).

2022. The declaration asserted that Katia requested attorney fees and costs and sanctions "at a minimum in the amount of \$109,737" against Eugene for his conduct in the litigation.

On March 23, 2022, Eugene filed a declaration from his then-attorney Dale Chen in support of Eugene's request for attorney fees under section 271 and seeking a substantial amount of attorney fees and costs that were billed by Chen and by Eugene's prior counsel.

On March 28, 2022, the trial court issued a written statement of decision. The court decided Katia was entitled to sanctions but did not set an amount. The court found Eugene had frustrated the court's policy of promoting settlement and failed to adhere to court orders, including by not listing Katia as a beneficiary on his life insurance policy. It found Eugene had engaged in other conduct that frustrated settlement or resulted in an increase in litigation.

D. April 2022 Findings and Orders After Hearing

On April 8, 2022, the trial court issued the findings and orders that are the subject of this appeal. The challenged court orders address Eugene's request to set aside the 2020 stipulation and order as to daughter's tuition, the division of the Google stocks, and the imposition of sanctions on Eugene but not on Katia (collectively, April 8, 2022 orders after hearing).

As to daughter's schooling, the trial court found daughter had attended private kindergarten prior to the divorce, was enrolled in private school for first grade, and the judgment provided the parties would equally share education costs. The court found that Eugene had refused to pay his share of the private school tuition, Katia obtained counsel to enforce the terms, and thereafter the parties had entered into the stipulation that was the subject of the 2020 stipulation and order.

Regarding Eugene's request to set aside the 2020 stipulation and order based on mistake or fraud, the court declined to vacate the order but found Katia had failed to

disclose her increased income. The court concluded this failure to disclose warranted a modification of child support. However, with respect to his request that the court terminate spousal support, the court noted that Eugene's reliance on a DissoMaster calculation was improper, and there was no evidence or testimony regarding the marital standard of living. The court denied Eugene's request to set aside the spousal support provision of the 2020 stipulation and order.

Addressing Eugene's request to set aside the "education provision" in the stipulation and order based on his claim he had "traded" spousal support for educational expenses, the court found it had no evidence of the value of Katia's agreement to terminate spousal support. Moreover, the court found that the 2019 judgment obligated Eugene to pay for one-half of daughter's education expenses. The court rejected Eugene's claim that he had not actually agreed to pay for daughter's tuition as part of her educational costs. The court noted the judgment's language referred to "all educational costs incurred on behalf of' daughter and contained no limiting language. The court decided that "all educational costs" reasonably included tuition. Prior to the entry of judgment, the court found Katia and Eugene had looked at private schools for daughter, had selected the particular private school, and had paid a deposit. The court found Eugene did not unenroll daughter from private school, did not provide evidence that he attempted to do so (or that he asked Katia to unenroll daughter), and that "[a]t the time the parties agreed to split 'all educational costs' [daughter] was enrolled in private school." The court concluded that both the 2019 judgment and 2020 stipulation and order obligated Eugene to pay one-half of daughter's private school tuition.

As to the division of the Google stocks, the trial court observed that Eugene's schedule of assets and debts listed only one Schwab account, with no account number associated with it. The schedule did not include any attachments or required documentation. The court found the judgment was silent as to the account in which the Google stocks were located and it appeared that Katia had not received any Google stock.

The court granted Katia's request for division of the Google stock and awarded her onehalf of the shares in the account. The trial court did not directly address Eugene's contention that the parties had already equally divided the community property, or the evidence that the figure Eugene had disclosed with respect to the Schwab account and from which Eugene and Katia had divided the marital property included the value of the Google shares.

The trial court addressed both Eugene's and Katia's request for an award of attorney fees as sanctions. It ordered Eugene to pay \$60,000 in attorney fees "as a sanction under Family Code [section] 271 and related sanctions." The trial court did not specify any statutory provision other than section 271; elsewhere in its April 2022 order it quoted the provisions of section 271 and case law applying that provision.

As a basis for the imposition of sanctions, the trial court found Eugene had on multiple occasions frustrated settlement in the family law litigation. The court's order set out a number of examples. It found Eugene had admitted at trial that he had canceled daughter's health insurance and daughter still did not have any coverage through him, despite a judgment and subsequent orders requiring him to maintain health insurance for daughter. Eugene had also forced Katia to incur other additional expenses in the litigation. For example, Katia retained counsel to serve a document request to obtain a copy of Eugene's life insurance policy that confirmed Eugene had not complied with a court order to name Katia as a beneficiary and to effectuate a division of Eugene's E*Trade Roth IRA, as ordered by the court. Eugene had also refused to agree to continue the trial when Katia's father passed away. The court further noted Eugene had filed an untimely motion for reconsideration, which the trial court denied, and had forced Katia's counsel to move to disqualify Eugene's prior attorney upon discovery of a conflict of interest. The court also found Eugene's conduct related to the Google stocks sanctionable because he had failed to divide the Google stocks and asserted "throughout [t]rial and even in his closing arguments" that he was entitled to "divide assets outside the

terms of the [j]udgment" in a form of self-help. The court concluded that "[t]his conduct has frustrated settlement and led to the increase in fees by Katia." The trial court also found that Eugene had or was reasonably likely to have the ability to pay and the sanction awarded did not impose an unreasonable financial burden.

The trial court denied Eugene's request that it impose sanctions on Katia.

Eugene timely appealed from the April 8, 2022 orders after trial.

II. DISCUSSION

Eugene challenges on a number of grounds the trial court's April 2022 posthearing orders. First, he contends the trial court abused its discretion in denying his request to set aside the 2020 stipulation and order as it related to daughter's private school tuition. Second, he asserts the court erred as a matter of law in characterizing Eugene's Google stock as an omitted asset and ordering it divided. Third, he contends the court abused its discretion in awarding Katia \$60,000 in sanctions under section 271. Additionally, Eugene's briefing asserts the trial court erred by denying his request for sanctions against Katia. Eugene also objects to procedural events and delays that occurred in the trial court, some of which occurred after the orders that are the subject of this appeal.

Katia counters that all of Eugene's claims lack merit and furthermore asserts he has forfeited his contentions of error by failing to provide an adequate record that includes a transcript of the trial that preceded the orders that are the subject of this appeal.

We turn first to the scope of matters reviewable on appeal and basic principles of appellate review. We then consider whether Eugene has demonstrated error by the trial court in the challenged orders.

A. Appellate Record and Principles of Appellate Review

It is "well established that 'when reviewing the correctness of a trial court's judgment, an appellate court will consider only matters which were part of the record at the time the judgment was entered.'" (*Martinez v. Vaziri* (2016) 246 Cal.App.4th 373, 383.) The proper route for a civil litigant, where the record is incomplete, is to bring a

motion to augment the record and attach the documents to the motion. (Cal. Rules of Court, rule 8.155(a)(2).) This court must hold a self-represented litigant to the same procedural rules as an attorney. (*Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1247 (*Nwosu*); accord *Martinez*, at p. 383.)

In his briefing on appeal, Eugene states he has "uploaded" documents to a Web site that appear to pertain to his motion for new trial that postdates his notice of appeal.⁷ We decline to review or consider these documents based on the above principles and rules. Other than the documents included in the record on appeal and contained in the motion to augment that this court has already granted, we have not considered any additional documents from Eugene's Web site.⁸

"It has long been the general rule and understanding that 'an appeal reviews the correctness of a judgment as of the time of its rendition, upon a record of matters which were before the trial court for its consideration." [Citation.] This rule reflects an 'essential distinction between the trial and the appellate court . . . that it is the province of the trial court to decide questions of fact and of the appellate court to decide questions of law.'" (*In re Zeth S.* (2003) 31 Cal.4th 396, 405.)

⁷ We previously granted Eugene's unopposed renewed motion to augment the record on appeal with a number of documents, including the exhibits submitted by both parties to the trial court at the March 8 and 9, 2022 trial.

⁸ Eugene states in his opening brief that if this court elects not to review the documents uploaded on his Web site, we can ignore the "'New Trial'" section in his opening brief. Accordingly, we do not address his arguments related to his motion for new trial that he apparently filed after the April 2022 order that is the subject of this appeal. We also decline to address other criticisms related to procedural events and delays that occurred in the trial court, some of which occurred after the orders that are the subject of this appeal, and for which he supplies no discernable legal argument or claim of error. Finally, we do not consider facts and case history that relate to events that postdate the April 8, 2022 order after trial that is the subject of this appeal. These events are not properly before us in this appeal. (See *Soldate v. Fidelity National Financial, Inc.* (1998) 62 Cal.App.4th 1069, 1073.)

As appellant, Eugene bears the burden of demonstrating error. "To be successful on appeal, an appellant must be able to affirmatively demonstrate error on the record before the court." (*In re Marriage of Falcone & Fyke* (2008) 164 Cal.App.4th 814, 822 (*Falcone & Fyke I*).) " " " A judgment or order of the lower court is presumed correct. All intendments and presumptions are indulged to support it on matters as to which the record is silent, and error must be affirmatively shown. This is not only a general principle of appellate practice but an ingredient of the constitutional doctrine of reversible error." "" (*Ibid*.)

Further, with respect to the challenged orders, Eugene has "an affirmative obligation to provide an adequate record so that we could assess whether the court abused its discretion." (*Wagner v. Wagner* (2008) 162 Cal.App.4th 249, 259.) " 'The burden is on the party complaining to establish an abuse of discretion, and unless a clear case of abuse is shown and unless there has been a miscarriage of justice a reviewing court will not substitute its opinion and thereby divest the trial court of its discretionary power.' " (*Denham v. Superior Court* (1970) 2 Cal.3d 557, 566.) In particular, where no error is apparent on the face of the existing appellate record and the appellant elects to proceed without a reporter's transcript, the reviewing court presumes the judgment correct as to all evidentiary matters. (*Estate of Fain* (1999) 75 Cal.App.4th 973, 992 (*Fain*); see also *Foust v. San Jose Construction Co., Inc.* (2011) 198 Cal.App.4th 181, 187 [failure to provide an adequate record on an issue requires the issue to be resolved against appellant].)

Even though he is self-represented, Eugene must present an adequate record demonstrating purported error by the trial court and must support any reference to a

matter in the record by a citation to the record. (Cal. Rules of Court, rule 8.204(a)(1)(C); *Nwosu, supra*, 122 Cal.App.4th at p. 1247.)⁹

Eugene's contentions in this appeal largely involve our review of factual determinations and discretionary rulings resolved against him by the trial court.¹⁰ Eugene acknowledges that he has elected to proceed without a record of the oral proceedings from the two-day trial at which the trial court heard testimony and received exhibits into evidence. He concedes the trial was not reported and there is no indication he requested a suitable substitute, such as a settled statement.¹¹ (*Elena S. v. Kroutik* (2016) 247 Cal.App.4th 570, 574 ["A proper record includes a reporter's transcript or a settled statement of any hearing leading to the order being challenged on appeal."].) While the clerk's transcript and papers attached to Eugene's augmentation motion granted by this court contain a variety of filings and orders made throughout the action, including exhibits used at trial, we do not have a complete record of the arguments and testimony before the court at the March 8 and 9, 2022 trial.

Both parties were represented by counsel in the trial court, and nothing in the record supports an inference that the superior court was required to provide an official court reporter not privately retained by the parties. (See, e.g., Code Civ. Proc., § 269;

⁹ Inasmuch as the factual assertions in Eugene's briefing are unsupported by record citations, we will disregard them. (See *Falcon v. Long Beach Genetics, Inc.* (2014) 224 Cal.App.4th 1263, 1267 ["plaintiffs make numerous factual assertions in their briefs without record citation" but "[w]e are entitled to disregard such unsupported factual assertions"].) For example, Eugene asserts he is unemployed but provides no record citation for that assertion.

¹⁰ Eugene suggests we employ a de novo standard of review to his claims. He asserts that "courts have held that no transcript is required where an appeal presents a purely legal issue subject to de novo review." However, Eugene does not cite any relevant case law for this proposition. We will apply the appropriate standard of review to each of Eugene's claims.

¹¹ A settled statement is a summary of the trial court proceedings approved by the trial court, which an appellant may elect to use if the designated oral proceedings in the trial court were not reported by a court reporter. (Cal. Rules of Court, rule 8.137(b)(1).)

Cal. Rules of Court, rule 2.956; Super. Ct., Santa Clara County Gen. Court & Admin. Rules, rule 7.)¹² Eugene argues a settled statement "would be impossible due to distortion of [his] testimony," but we have no basis to analyze his assertion without a transcript of that testimony. We furthermore reject his conclusory and unsupported argument that a settled statement was otherwise impossible to procure in this case. (See *In re S.C.* (2006) 138 Cal.App.4th 396, 408 ["[C]onclusory claims of error will fail."].)

Katia requests we decide Eugene has forfeited his claims based on the lack of reporter's transcript. While we reject this suggestion, the absence of a record of what transpired at trial undermines many of Eugene's arguments in this appeal.

B. Order Denying Eugene's Request to Set Aside the Stipulation and Order

Eugene contends the trial court erred by failing to set aside the 2020 stipulation and order requiring him to pay for daughter's private school tuition. He argues, as he did in the trial court, that the provision regarding payment of educational costs in the 2019 judgment was silent as to the type of school and therefore did not require him to pay for daughter's private school tuition.

1. Legal Principles and Standard of Review

"Section 2122 governs motions to set aside judgments in dissolution proceedings. Under this statute, there are six grounds to set aside a judgment: actual fraud, perjury, duress, mental incapacity, mistake, or failure to comply with the disclosure requirements. (§ 2122, subds. (a)–(f).)" (*In re Marriage of Binette* (2018) 24 Cal.App.5th 1119, 1125.) An order granting a motion to set aside a judgment under section 2122 is reviewed under an abuse of discretion standard. (*In re Marriage of Rosevear* (1998) 65 Cal.App.4th 673, 682–683.)

The trial court's ruling on this issue turns in large part on its interpretation of the 2019 judgment and 2020 stipulation and order. " 'The meaning and effect of a judgment

¹² We observe that Eugene states in his briefing in this court that he has been able to engage a court reporter for at least one subsequent hearing in the trial court.

is determined according to the rules governing the interpretation of writings generally. [Citations.] "'[T]he entire document is to be taken by its four corners and construed as a whole to effectuate the obvious intention.'" [Citations.] "'No particular part or clause in the judgment is to be seized upon and given the power to destroy the remainder if such effect can be avoided.'" [Citations.] [¶] Where an ambiguity exists, the court may examine the entire record to determine the judgment's scope and effect. [Citations.] The court may also "'refer to the circumstances surrounding the making of the order or judgment, [and] to the condition of the cause in which it was entered.'"'" (*In re Marriage of Rose & Richardson* (2002) 102 Cal.App.4th 941, 948–949.) "In the absence of ambiguity" in a judgment, "we conduct de novo review" of its provisions. (*Id.* at p. 949.)

We review the 2019 judgment and 2020 stipulation and order according to principles of contract interpretation. "The ultimate construction placed on the contract might call for different standards of review. When no extrinsic evidence is introduced, or when the competent extrinsic evidence is not in conflict, the appellate court independently construes the contract. [Citations.] When the competent extrinsic evidence is in conflict, and thus requires resolution of credibility issues, any reasonable construction [following a trial] will be upheld if it is supported by substantial evidence." (*Iqbal v. Ziadeh* (2017) 10 Cal.App.5th 1, 8.)

2. Analysis

In the trial court, Eugene sought to set aside the education provision of the 2020 stipulation and order on the ground that Katia had failed to disclose her true income. He contended he had "trad[ed]" the provision terminating spousal support for agreeing to share daughter's education expenses. However, the trial court concluded it had "no way to analyze the spousal support termination" provision in the 2020 stipulation and order as it had not received testimony regarding "the marital standard of living," one of the statutory factors it was required to consider when setting spousal support. (See § 4320.)

Furthermore, it found that Eugene was "previously obligated to splitting the education expenses" by the 2019 judgment. The trial court concluded that Katia's failure to disclose her actual income was not a ground for setting aside the stipulation and order to share education costs.

In interpreting the 2019 judgment, the trial court explained that the language stated Eugene and Katia would be responsible for one-half of daughter's "educational costs" and the agreement contained no limiting language. The court observed that "[s]uch language is not standard in most agreements" and therefore it was "reasonable to interpret 'all educational costs' as inclusive of tuition." Turning to the factual circumstances surrounding the entry of the 2019 judgment, the court found Eugene and Katia had looked at "several private schools" for daughter, had filled out applications and selected the school at which she was now enrolled, and had paid a deposit to ensure daughter's place in the private school. The court furthermore found that Eugene did not unenroll daughter from private school, had not provided evidence that he attempted to do so or asked Katia to do so, and "[a]t the time the parties agreed to split 'all educational costs' [daughter] was enrolled in private school."

Eugene has not demonstrated that the trial court erred in its interpretation of the 2019 judgment. To the extent that Eugene's challenge involves the trial court's resolution of disputed factual issues based on the trial testimony, we cannot meaningfully review those conclusions. We do not have a complete record of the arguments or evidence before the trial court on the motions and requests forming the basis for this appeal. From the record before us, we perceive no error with respect to the underlying factual findings and to the interpretation of the 2019 judgment in the trial court's ruling.

For example, the 2019 judgment does not limit educational costs in any manner but rather extends to "all" educational costs. What is more, the trial court found that at the time of the negotiations of that judgment, daughter was already enrolled in private

school. Nothing in the record before us demonstrates that these findings lack substantial evidence.

Eugene emphasizes on appeal that the 2020 stipulation and order specified private school tuition whereas the judgment only generally referred to educational costs. However, a plain reading of the stipulation and order supports the trial court's interpretation of the 2019 judgment. The stipulation and order states that daughter would "continue" attending private school and Eugene would reimburse Katia for the tuition she had already paid for that tuition.

Additionally, Eugene argues that even if he was already obligated under the judgment to pay for daughter's private school tuition, the trial court abused its discretion in "failing to find that [Eugene] would have materially benefited" from his request to set aside the 2020 stipulation and order based on Katia's "fraudulent concealment of her true income." Although Eugene's argument on this point is not entirely clear, he appears to assert that the trial court erred in not setting aside the 2020 stipulation and order, because he would have not agreed to the education provision had he known Katia's true income. To the extent that this argument involves credibility determinations made by the trial court, we may not revisit those assessments on appeal. (See *In re Marriage of Boswell* (2014) 225 Cal.App.4th 1172, 1175.)

Generally, as the party moving for relief under section 2122, Eugene bore the burden of proving his entitlement to relief. (See *In re Marriage of Kieturakis* (2006) 138 Cal.App.4th 56, 88–89.) We perceive no error in the trial court's conclusion that he failed to meet that burden based on the language of the 2019 judgment and in its factual finding that he had already agreed to pay for daughter's tuition before the 2020 stipulation and order.

C. Order Dividing Google Stocks

Eugene contends the trial court's determination that the Google stocks were an omitted asset subject to division should be reversed. He argues the Google stocks were

not an omitted asset because he had disclosed the Schwab "equity awards account" containing the Google stocks and the value of that account in an e-mail to Katia dated April 8, 2019, and the asset was "litigated and divided" in the 2019 judgment. He also states that his schedule of assets and debts listed the "combined value of both his Schwab investment account #6350 and Schwab Google stock account." He furthermore asserts the trial court's division of that asset was unequal because, although he agrees that she did not receive any Google stock prior to the trial court's 2022 order, he had already paid to Katia "one-half the value of the Google stock" in "June and July 2019" so the award of the Google stocks was actually a "windfall" to Katia.

1. Legal Principles

Section 2556 provides "In a proceeding for dissolution of marriage . . . the court has continuing jurisdiction to award community estate assets or community estate liabilities to the parties that have not been previously adjudicated by a judgment in the proceeding. A party may file a postjudgment motion or order to show cause in the proceeding in order to obtain adjudication of any community estate asset or liability omitted or not adjudicated by the judgment. In these cases, the court shall equally divide the omitted or unadjudicated community estate asset or liability, unless the court finds upon good cause shown that the interests of justice require an unequal division of the asset or liability."

"Section 2556 applies even when former spouses were aware of the community property at the time the dissolution judgment was entered." (*In re Marriage of Huntley* (2017) 10 Cal.App.5th 1053, 1060.) "The mere mention of an asset in the judgment is not controlling. [Citation.] '[T]he crucial question is whether the benefits were actually litigated and divided in the previous proceeding.'" (*In re Marriage of Thorne & Raccina* (2012) 203 Cal.App.4th 492, 501 (*Thorne & Raccina*).)

2. <u>Analysis</u>

We review de novo the terms of the 2019 judgment, including whether it included the Google stocks. (See *Thorne & Raccina*, *supra*, 203 Cal.App.4th at p. 501.)

Based on the record on appeal, Eugene has not demonstrated that the trial court's conclusion the Google stocks are an omitted asset lacks substantial evidence.

The judgment is silent as to the Google stocks or the Schwab GOOG account that contained them. The language of the judgment itself does not support Eugene's conclusory claim that the question of dividing the Google stocks was actually litigated. Eugene principally argues that the stocks were not omitted and subject to section 2556 because he had told Katia about the Google stocks and their location in e-mail communications. However, he provides no authority supporting his contention that this e-mail amounts to the Google stocks having been "actually litigated and divided."

To the contrary, the authority Eugene cites undermines his position. Courts have held that the "mere mention of an asset in the judgment is not controlling" and an asset may still be omitted even if it was mentioned. (*Thorne & Raccina, supra*, 203 Cal.App.4th at p. 501.) The critical question is whether the asset was actually litigated and divided. (*Ibid.*) Neither the 2019 stipulated judgment nor the 2020 stipulation and order mentions the Google stocks, and nothing in the record supports Eugene's contention that they were actually litigated and divided. Thus, we uphold the trial court's determination under section 2556 that the Google stocks were not adjudicated in the judgment and thus are an omitted asset.

Eugene argues that even if the Google stocks are an omitted asset, the trial court abused its discretion in equally dividing the stocks. He contends there was good cause to require an unequal division of the asset because he had previously given Katia equivalent value for the Google stocks. The trial court did not address the applicability of the "good cause" exception in its otherwise detailed order.

Section 2550 provides, "Except upon the written agreement of the parties, or on oral stipulation of the parties in open court, or as otherwise provided in this division, in a proceeding for dissolution of marriage or for legal separation of the parties, the court shall, either in its judgment of dissolution of the marriage, in its judgment of legal separation of the parties, or at a later time if it expressly reserves jurisdiction to make such a property division, divide the community estate of the parties equally." Moreover, fault may not be a consideration in the division of community property. (See *Diosdado v. Diosdado* (2002) 97 Cal.App.4th 470, 474.) Here, the judgment provides for equal division of community assets.

As described above, Eugene's exhibits to his declaration opposing Katia's motion for determination and division of the Google stocks support his contention that the full value of both Schwab accounts was included in the numbers from which Katia and Eugene determined the total value of the community property. While the trial court correctly observed that Eugene "may not unliterally decide which assets he keeps or awards to Katia in violation of the November 18, 2019 Judgment," it did not address Eugene's argument that, under sections 2550 and 2556, good cause (based on an unequal division of other assets) supported a finding that the Google stocks should not be divided equally.

"A trial court's failure to exercise discretion is itself an abuse of discretion." (*In re Marriage of Gray* (2007) 155 Cal.App.4th 504, 515.) We decide that, on the facts here, the trial court abused its discretion in failing to decide this issue.

We will therefore remand the matter to the court to determine whether and to what extent sections 2556 and 2550 support a finding that the interests of justice require an unequal division of the Google stock. We do not intend, by anything we have said in this opinion, to suggest that the court should exercise its discretion in a particular manner with respect to division of the Google stocks. We leave to the trial court whether it may

make its determination based on the existing record or whether it should consider additional evidence.

D. Orders Related to Sanctions

Eugene contends the trial court erred by imposing sanctions on him while denying his request to sanction Katia. We focus, as do the parties, on section 271, the principal statutory provision discussed and applied by the trial court in its April 2022 order.

1. <u>Legal Principles</u>

By its terms, section 271 promotes "the policy of the law to promote settlement of litigation and, where possible, to reduce the cost of litigation by encouraging cooperation between the parties and attorneys." (§ 271, subd. (a).) A sanction under section 271 is limited to "an award of attorney's fees and costs" and considers both the conduct of the parties in furthering or frustrating the policy of the law as well as the parties' incomes, assets, and liabilities and whether imposing a sanction would create an unreasonable financial burden on the subject. (*Ibid.*)

Section 271 is "designed to punish 'a party [who] has unreasonably increased the cost of litigation.' " (*In re Marriage of Blake & Langer* (2022) 85 Cal.App.5th 300, 310.) "[A] party requesting a Family Code section 271 award is not required to show any financial need for the award or any actual injury. [Citation.] The only stricture is that the sanction may not impose an unreasonable financial burden on the party sanctioned." (*Marriage of Falcone & Fyke* (2012) 203 Cal.App.4th 964, 990 (*Falcone & Fyke II*).)

"Sanctions under section 271 are appropriate whenever a party's dilatory and uncooperative conduct has frustrated the policy of promoting settlement of litigation and cooperation among litigants. [Citation.] There is no requirement that a party suffer any actual injury as a prerequisite to requesting an award of attorney fees as sanctions under section 271." (*In re Marriage of Tharp* (2010) 188 Cal.App.4th 1295, 1317.) "Section 271 does not require that the sanctioned conduct be frivolous or taken solely for the purpose of delay. Rather, the statute is aimed at conduct that frustrates settlement of

family law litigation. Expressed another way, section 271 vests family law courts with an additional means with which to enforce this state's public policy of promoting settlement of family law litigation, while reducing its costs through mutual cooperation of clients and their counsel. 'Thus, a party who individually, or by counsel, engages in conduct frustrating or obstructing the public policy is thereby exposed to liability for the adverse party's costs and attorney fees such conduct generates.'" (*Id.* at p. 1318.)

We review an order imposing sanctions under section 271 for abuse of discretion. (*Falcone & Fyke II, supra*, 203 Cal.App.4th at p. 995.) "'Accordingly, we will overturn such an order only if, considering all of the evidence viewed most favorably in its support and indulging all reasonable inferences in its favor, no judge could reasonably make the order.'" (*Ibid.*) "'"We review any findings of fact that formed the basis for the award of sanctions under a substantial evidence standard of review."'" (*Ibid.*)

"In reviewing factual determinations for substantial evidence, a reviewing court should 'not reweigh the evidence, evaluate the credibility of witnesses, or resolve evidentiary conflicts.' [Citation.] The determinations should 'be upheld if . . . supported by substantial evidence, even though substantial evidence to the contrary also exists and the trial court might have reached a different result had it believed other evidence.' [Citations.] Uncontradicted testimony rejected by the trial court ' "cannot be credited on appeal unless, in view of the whole record, it is clear, positive, and of such a nature that it cannot rationally be disbelieved." '" (*In re Caden C.* (2021) 11 Cal.5th 614, 640.)

2. <u>Analysis</u>

We discern no abuse of discretion in the trial court's decision to penalize Eugene for conduct that it found undermined the policy of promoting settlement of family law litigation. The trial court provided in both its statement of decision and subsequent April 2022 findings and order after hearing a detailed summary of the conduct Eugene had engaged in during the litigation which it concluded had frustrated settlement, including refusing to abide by court orders and thwarting settlement negotiations. "[S]anctions

under section 271 are justified when a party has unreasonably increased the cost of litigation." (*In re Marriage of Corona* (2009) 172 Cal.App.4th 1205, 1227.) Eugene's conduct—as detailed in the court's written findings and conclusions—meets that standard.

On appeal, Eugene essentially reargues the facts favorable to his position while ignoring unfavorable findings made by the trial court. Our task, however, is limited to determining whether substantial evidence supports the trial court's ruling. Further, "[a]n appellate court ' "must *presume* that the record contains evidence to support every finding of fact" ' [Citations.] . . . It is the appellant's burden, not the court's, to identify and establish deficiencies in the evidence." (*Huong Que, Inc. v. Luu* (2007) 150 Cal.App.4th 400, 409; see also *In re Marriage of Higinbotham* (1988) 203 Cal.App.3d 322, 328–329 [observing "the daunting burden placed on one who challenges the sufficiency of the evidence to support a trial court finding"].)

Eugene has not carried his burden of showing the trial court's decision to impose sanctions under section 271 lacks substantial evidence or that the court otherwise abused its discretion. (See *In re Marriage of Fong* (2011) 193 Cal.App.4th 278, 292.)

Turning to the amount of sanctions, Eugene argues the award of \$60,000 was excessive and unterhered to the attorney fees and costs incurred by Katia. We disagree.

Eugene relies on *Sagonowsky v. Kekoa* (2016) 6 Cal.App.5th 1142, but that decision does not address similar circumstances. The appellate court in *Sagonowsky* reversed a sanctions award of \$680,000 under section 271 as excessive because there was no dispute that those amounts did not relate to attorney fees or costs and "sanctions available under [section 271] are limited to 'attorney fees and costs.'" (*Sagonowsky*, at p. 1153.) It concluded that "the plain language of section 271 did not authorize the court to award \$500,000 to punish" a party or \$180,000 for the reduction in the sales price of a property, because those amounts were unrelated to attorney fees and costs borne by the other party. (*Id.* at p. 1156.)

The record does not reflect the trial court made an award that was untethered to attorney fees and costs. Katia sought over \$100,000 in attorney fees and costs, and a detailed declaration from her counsel supported the requested fees and costs (see pt. I.C. & fn. 8, *ante*). The amount the trial court awarded was substantially less than the figure Katia requested.

Eugene argues that the trial court should have sanctioned Katia. The record does not reflect the trial court's reasoning or explanation for why it declined to do so, although it acknowledged that Eugene sought an award of attorney fees. Absent a transcript of the arguments or evidence considered at trial, we must presume there was evidence to support the implied finding that Katia had not frustrated settlement in the family law proceedings or otherwise engaged in sanctionable conduct leading up to the trial court's order in this appeal. (See *Fain, supra*, 75 Cal.App.4th at p. 992.)

Eugene's contentions reflect his frustration and dissatisfaction with the trial court's denial of his request for sanctions, but they do not establish reversible error under the principles of appellate review. The trial court found that Katia had not disclosed her true income during the time the 2020 stipulation was being negotiated and, due to that finding, modified the child support calculation. Eugene argues that her lack of disclosure of her true income during their negotiations and her other litigation conduct warranted substantial sanctions. The trial court did not find Katia had frustrated settlement, and the record before us does not disclose that that conclusion lacks substantial evidence. Moreover, Eugene fails to summarize other evidence in the record supporting the trial court's implied finding that sanctions were not warranted against Katia, such as the declaration provided by Katia's attorney that Katia had attempted to settle in good faith the litigation at a number of junctures.¹³

¹³ Eugene does not contend the trial court's order violated section 2107, subdivision (c), and therefore he has forfeited any claim of error as to that provision.

III. DISPOSITION

The April 8, 2022 orders after hearing on the request to vacate the April 21, 2020 stipulation and for sanctions are affirmed. The April 8, 2022 order after hearing on determination and division of the Google stock is reversed. The matter is remanded for the limited purpose of a determination by the trial court whether the interests of justice require an unequal division of the Google stock. (Fam. Code, § 2556.) The trial court's determination that the Google stock is an omitted asset is affirmed. (*Ibid*.) The parties shall bear their own costs on appeal. (Cal. Rules of Court, rule 8.278(a)(5).)

Danner, J.

WE CONCUR:

Bamattre-Manoukian, Acting P.J.

Wilson, J.

H050115 Strulyov v. Strulyov

Exhibit Ek1



EKATERINA STRULYOV 388 SANTANA ROW APT 1528 SAN JOSE CA 95128-2468 May 23, 2019 through June 24, 2019 Primary Account: **000000392930803**

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679



00139300 DRE 703 219 17619 NNNNNNNNN 1 00000000 16 0000

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	00000392930803	\$10,080.00	\$15,800.23
Chase Savings	000003781207387	50.00	715.00
Total		\$10,130.00	\$16,515.23

TOTAL ASSETS

\$10,130.00 \$16,515.23

Account Number: 000000392930803

CHASE TOTAL CHECKING

EKATERINA STRULYOV

CHECKING SUMMARY

Ending Balance	\$15,800.23
Electronic Withdrawals	-494.51
ATM & Debit Card Withdrawals	-405.79
Deposits and Additions	6,620.53
Beginning Balance	амоилт \$10,080.00

Your account ending in 7387 is linked to this account for overdraft protection.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$10,080.00
05/23	Miscellaneous Fee Reversal	20.00	10,100.00
05/30	05/29 Payment To Chase Card Ending IN 0577	-296.51	9,803.49
05/31	Transfer From Chk Xxxxx5467	296.51	10,100.00



TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
06/03	Card Purchase 05/31 Yogurtland CA253 San Jose CA Card 4733	-3 54	10,096.46
06/05	Card Purchase With Pin 06/05 Target T- 555 Shower Mountain View CA Card 4733	-27.86	10,068.60
06/06	Card Purchase 06/05 Ticketleaptickets Com 877-8495327 PA Card 4733	-66.00	10,002.60
06/07	Online Transfer From Chk5467 Transaction#: 8310625006	1,606.00	11,608.60
06/07	Insync Staffing Direct Dep PPD ID: 911111103	713.63	12,322.23
06/07	Card Purchase With Pin 06/07 Arco#02134M & S San Jose CA Card 4733	-87 28	12,234.95
06/10	Card Purchase 06/07 Sq *Poke Bar San Jose CA Card 4733	-16.21	12,218.74
06/10	Card Purchase 06/07 Century Theatres 474 San Jose CA Card 4733	-4 90	12,213.84
06/14	Insync Staffing Direct Dep PPD ID: 911111103	713.65	12,927.49
06/17	Online Transfer From Chk5467 Transaction#: 8338413317	1,860.00	14,787.49
06/17	ATM Withdrawal 06/16 595 Coleman Ave San Jose CA Card 4733	-200 00	14,587.49
06/21	Insync Staffing Direct Dep PPD ID: 911111103	870.74	15,458.23
06/24	Online Transfer From Chk5467 Transaction#: 8358139976	540.00	15,998.23
06/24	06/23 Online Transfer To Chk5467 Transaction#: 8360243212	-198.00	15,800.23
	Ending Balance		\$15,800.23

A monthly Service Fee was <u>not</u> charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

- Have direct deposits totaling \$500.00 or more. (Your total direct deposits this period were \$2,298.02. Note: some deposits may be listed on your previous statement)
- <u>OR</u>, keep a minimum daily balance in this checking account of \$1,500.00 or more (Your minimum daily balance was \$9,803.49)
- <u>OR</u>, keep an average daily balance of qualifying linked deposits and investments of \$5,000.00 or more (Your average daily balance of qualifying linked deposits and investments was \$11,996.51)

CHASE SAVINGS

EKATERINA STRULYOV

Account Number: 000003781207387

SAVINGS SUMMARY

Beginning Balance	amount \$50.00
Deposits and Additions	670.00
Fees	-5.00
Ending Balance	\$71 5.00
Annual Percentage Yield Earned This Period	0.00%



TRANSACTION DETAIL

DATE	DESCRIPTION		AMOUNT	BALANCE
	Beginning Balance			\$50.00
06/18	Online Transfer From Sav	.8397 Transaction#: 8344283550	500.00	550.00
06/18	Online Transfer From Sav	.7805 Transaction#: 8344286362	170.00	720.00
06/24	Monthly Service Fee		-5.00	715.00
	Ending Balance			\$715.00

WANT TO AVOID PAYING A MONTHLY SERVICE FEE ON YOUR ACCOUNT?

A monthly Service Fee was charged to your Chase Savings. You can avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more. (Your minimum daily balance was \$50.00)

Our account alerts can help keep you on top of your balance. Set up alerts today!

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error

A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.
 We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is IN GROUP IN A CONTRACTIONS IN A CONTRACTION ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



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Exhibit Ek2



June 25, 2019 through July 23, 2019 Primary Account: **000000392930803**

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679



00138400 DRE 703 219 20519 NNNNNNNNN 1 00000000 16 0000 EKATERINA STRULYOV 388 SANTANA ROW APT 1528 SAN JOSE CA 95128-2468

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	00000392930803	\$15,800.23	\$38,696 54
Chase Savings	000003781207387	715.00	715.01
Total		\$16,515.23	\$39,411.55

TOTAL ASSETS

\$16,515.23 \$39,411.55

Account Number: 000000392930803

CHASE TOTAL CHECKING

EKATERINA STRULYOV

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$15,800.23
Deposits and Additions	26,601.77
Checks Paid	-285.00
ATM & Debit Card Withdrawals	-481.29
Electronic Withdrawals	-2,839.17
Other Withdrawals	-100.00
Ending Balance	\$38,696.54

Your account ending in 7387 is linked to this account for overdraft protection.



CHECKS PAID

Total Checks Paid		\$285.00
252 ^	07/23	\$285.00
CHECK NUMBER	DATE PAID	AMOUNT

If you see a check description in the Transaction Detail section, it means your check has already been converted for electronic payment. Because of this, we're not able to return the check to you or show you an image on Chase.com. ^ An image of this check may be available for you to view on Chase.com.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$15,800.23
06/26	Online Transfer From Chk5467 Transaction#: 8369892714	2,600.00	18,400.23
06/26	Online Transfer From Chk5467 Transaction#: 8369913570	126.00	18,526.23
06/26	Cash Redemption	33.84	18,560.07
06/27	Online Transfer From Chk5467 Transaction#: 8370911171	60.00	18,620.07
06/27	06/27 Online Transfer To Chk5467 Transaction#: 8371013368	-545.00	18,075.07
06/27	ATM Withdrawal 06/27 808 Kiely Blvd Santa Clara CA Card 4733	-200.00	17,875.07
06/28	Insync Staffing Direct Dep PPD ID: 9111111103	870.77	18,745.84
07/01	Online Transfer From Chk5467 Transaction#: 8388572348	1 38.50	18,884.34
07/01	Card Purchase 06/28 Lyft *Ride Thu 12Pm 8552800278 CA Card 4733	-16.24	18,868.10
07/01	Smart LLC Smart LLC 25443041 Web D: 205431152	-252.00	18,616.10
07/03	Online Transfer From Chk5467 Transaction#: 8394976043	200.00	18,816.10
07/05	Online Transfer From Chk5467 Transaction#: 8403331510	1,606.00	20,422.10
07/05	Insync Staffing Direct Dep PPD ID: 911111103	870.75	21,292.85
07/05	07/05 Payment To Chase Card Ending IN 4546	-2,038.18	19,254.67
07/08	ATM Withdrawal 07/07 77 Holger Way San Jose CA Card 4733	-200.00	19,054.67
07/10	Card Purchase With Pin 07/10 Arco#82848Fiji Santa Clara CA Card 4733	-65.05	18,989.62
07/12	Insync Staffing Direct Dep PPD ID: 911111103	713.63	19,703.25
07/15	07/15 Withdrawal	-100.00	19,603.25
07/16	Deposit 1884359544	16,651.51	36,254.76
07/17	Orig CO Name:Partners Federal Orig ID:9000041788 Desc Date:071519 CO Entry Descr:P2P Paymntsec:Web Trace#:242071756633088 Eed:190716 Ind ID:Eugene Strulyov Ind Name:Ekaterina Struly Trn: 1976633088Tc	1,860.00	38,114.76
07/19	Insync Staffing Direct Dep PPD ID: 911111103	870.77	38,985.53
07/22	Chase Credit Crd Autopay PPD ID: 4760039224	-3 99	38,981.54
07/23	Check # 252	-285.00	38,696.54
	Ending Balance		\$38,696.54

Ending Dalance

A monthly Service Fee was <u>not</u> charged to your Chase Total Checking account. Here are the three ways you can avoid this fee during any statement period.

• Have direct deposits totaling \$500.00 or more. (Your total direct deposits this period were \$4,196.66. Note: some deposits may be listed on your previous statement)

- <u>OR</u>, keep a minimum daily balance in this checking account of \$1,500.00 or more (Your minimum daily balance was \$15,800.23)
- <u>OR</u>, keep an average daily balance of qualifying linked deposits and investments of \$5,000.00 or more (Your average daily balance of qualifying linked deposits and investments was \$24,167.60)



CHASE SAVINGS

EKATERINA STRULYOV

Account Number: 000003781207387

SAVINGS SUMMARY

	AMOUNT
Beginning Balance	\$71 5.00
Deposits and Additions	0.01
Ending Balance	\$71 5.01
Annual Percentage Yield Earned This Period	0.02%
Interest Paid This Period	\$0.01
Interest Paid Year-to-Date	\$0.01

TRANSACTION DETAIL

DATE	DESCRIPTION	- AMOUNT	BALANCE
	Beginning Balance		\$71 5.00
07/23	Interest Payment	0.01	715.01
	Ending Balance		\$715.01

A monthly Service Fee was not charged to your Chase Savings account. You can continue to avoid this fee during any statement period by keeping a minimum daily balance in your account of \$300.00 or more. (Your minimum daily balance was \$715)

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

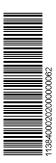
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

Your name and account number
 The dollar amount of the suspected error
 A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.
 We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC





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Exhibit Ek3



July 1, 2019 - July 31, 2019 4508-0756 Account Number: INDIVIDUAL Account Type:

E*TRADE Securities LLC P.O. Box 484 Jersey City, NJ 07303 -0484 1-800-ETRADE-1 (1-800-387-2331) etrade.com Member FINRA/SIPC

Customer Update:

Pay yourself first.

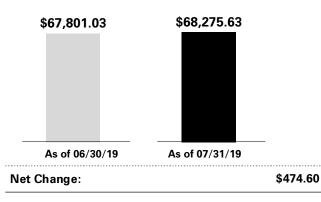
Consider setting up recurring contributions. Spreading out contributions throughout the year may be an easy way to save for retirement. Visit etrade.com/transfermoney.

IMPORTANT INFORMATION: Connect to E*TRADE on the go.

The award-winning E*TRADE Mobile app puts everything you need in the palm of your hand-investing, trading, research, easy-to-use tools, and more. Visit etrade.com/mobile or your device's app store to download today!

EKATERINA STRULYOV 388 SANTANA ROW #1528 SAN JOSE CA 95128-2468

Account At A Glance



EXTRADE

DETACH HERE DETACH HERE EKATERINA STRULYOV Acct: 4508-0756 **Use This Deposit Slip** 388 SANTANA ROW #1528 SAN JOSE CA 95128-2468 Please do not send cash Dollars Cents Make checks payable to E*TRADE Securities LLC **TOTAL DEPOSIT** Mail deposits to:

E*TRADE SECURITIES LLC P.O. Box 484 Jersey City, NJ 07303-0484



Please refer to the E*TRADE Securities LLC ("ETS") Customer Agreement (the "Customer Agreement") for a complete discussion of the terms and conditions governing your account. If you have questions regarding the Customer Agreement or your account, please email us through etrade.com or call 800-ETRADE1. THE INFORMATION CONTAINED IN YOUR ACCOUNT STATEMENT SHALL BE BINDING UPON YOU IF YOU DO NOT OBJECT. EITHER IN WRITING OR VIA ELECTRONIC MAIL, WITHIN FIVE (5) DAYS AFTER THE ACCOUNT STATEMENT IS FIRST RECEIVED BY YOU. In case of errors or questions about your electronic transfers please telephone us at 800-ETRADE-1 immediately or write us at E*TRADE Securities LLC, PO Box 484, Jersey City, NJ 07303-0484, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or the problem appeared. When you contact us, you must: 1. Tell us your name, account number, and ATM card or Check card number.

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Securities products and services are offered by ETS, Member FINRA/SIPC. Your account is carried by ETS, Member FINRA/SIPC, which maintains your funds and securities deposited with ETS directly by you. Inquiries concerning the positions and balances in your account may be directed to ETS at 800-503-9260. All other inquiries regarding your account or the activity therein should be directed to ETS. Please promptly report any inaccuracy or discrepancy in your account to ETS at 800-503-9260. You should re-confirm any oral communication in writing to further protect your rights, including rights under the Securities Investor Protection Act.

Applicable Rules and Regulations. All transactions in your account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market, and its clearing house, where the transactions are executed by ETS or its agents, including ETS affiliates. Also, where applicable, the transactions shall be subject to the provisions of the Securities Act of 1933, as amended, the Securities and the rules and regulations of the Securities and Exchange Commission ("SEC"), the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organization. For information about FINRA's Broker Check Program, including an investor brochure, pleasecontact FINRA at800-289-9999 or www.finra.org. 9999or www.finra.org.

Securities Pricing. The amounts printed in the total market value column of the Account Securities Pricing. The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom, are based on US month end prices and are provided to us by outside quotation services for the securities currently held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. The prices used are based on the last reported transaction known to the quotation services or the yields or values that are calculated on the basis of these prices. The value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CDs in the secondary market. may differ if you elect to sell your CD(s) in the secondary market

hterest/Dividends. We are required by law to report annually to you and to the Internal Revenue Service on Form 1099 any taxable interest. dividends, and capital gains credited to your account, as well as any taxes withheld. The year-to date figures shown on your statement reflects these amounts dassified to the best of our current knowledge based on activity. In certain circumstances, payments may be subject to redassification, such reclassifications will be reflected to the Internal Revenue Service on your Form 1099. Your statement may not reflect all adjustments required for tax purposes, please refer to your tax documents.

SIPC and other Insurance Coverage. ETS is a member of the Securities Investor Protection Corporation ('SIPC''). SIPC currently protects the assets in each of your securities accounts at ETS up to \$500,000 (including \$250,000 for claims for cash). Visit www.sipc.org or call 202-371-8300 for more information including a brochure on SIPC protection. (Please note that money market mutual fund balances are not considered cash; they are considered to be securities.) Additional protection for ETS has been secured through an independent insurer, more information about which can be found at https://us.etrade.com/customer-service/faq. The market risks associated with investing and any resulting losses are not covered by SIPC or the additional protection.

Payment for Order Flow. The SEC (as well as FINRA) requires that all broker-dealers inform their customers when a new account is opened, and on an annual basis thereafter, of payment for order flow practices (compensation received for placing orders through specialists on national securities exchanges, over-the-counter market makers, alternative trading systems, and ECN's (collectively, "market centers"). Consistent with the overriding principle of best execution, ETS routes orders to various market centers. ETS receives remuneration (generally) in the form of per share cash payments or through profit sharing arrangements) for routing orders in securities to particular market centers for execution. Such remuneration is considered compensation to ETS, and the source and amount of any compensation received in connection with your transaction will be disclosed to you upon written request. ETS, absent instructions from you to the contrary, takes a number of factors into consideration in determining where to route customes' orders, including the speed of execution, price improvement opportunities (executions at prices superior to the then revailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders and whether i will receive cash or non-cash payments for routing order flow, and reciprocal business arrangements. business arrangements.

Margin Accounts. The amount of margin required will be the greater of (1) the amount required by applicable laws, regulations, the rules of applicable self-regulatory organizations and clearinghouses, or (2) the amount required by ETS in its sole discretion. You will be charged interest on a daily basis on all debit balances that you owe to ETS and on credit extended to you by ETS for the purpose of purchasing, carrying, or trading in securities or otherwise. Interest is calculated on a 360-day basis using settlement date balances. Except as otherwise agreed by you and ETS, the applicable interest rate for margin loans will be determined by adding the prevailing base rate and the applicable sliding scale percentage rate, which is in turn determined by your average daily debit balance. Your stated interest rate is subject to change without notice during each period in accordance with fluctuations in your average daily debit balance. For more information about ETS's base rate is available upon written request to ETS. For more information on how ETS calculates interest, please see the Customer Agreement. If you have a margin account, this statement is a combined statement for both your margin account as required by Regulation T of the Federal Reserve Board is available for your is percision. your inspection.

Free Credit Balances. Any cash balances in your securities account, which represent an obligation of ETS, are payable to you upon demand and referred to as free credit balances: 1) can be maintained in the securities account and will earn interest through the "Cash Balance Program" as more fully described at: www.etrade.com/cashbalance, and 2) as such are held unsegregated and may be used by ETS in the conduct of its business, subject to the limitations of Rule 15c3-3 under the Securities Exchange Act of 1934. Your free credit cash balances can alternatively be directed to other cash balance options.

Other Cash Balance Option. In addition to the Cash Balance Program you may have the option to have free credit balances in your securities account automatically transferred to a bank sweep product, which is an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC, but which are not obligations of ETS. Accounts opened prior to May 10, 2018 may also be eligible to have their free credit balances transferred to certain money market mutual funds. For detailed information about the products available for free credit balances go to www.etrade.com/sweepoptions ("Sweep Program"). The products available under the Sweep Program may change at any time. Notification of changes will be provided to the extent required by applicable law Additionally, you may at any time change your selection among the products available in the Sweep Program. You may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or remitted to you. With respect to your decision to participate in a bank sweep product, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

Options Trading. If you are approved for options trading, you are responsible for advising ETS of any material changes in your investment objectives or financial situation. Additionally, further information regarding commissions and other charges related to the execution of option transactions has been included in the confirmations of such transactions previously provided to you. Such information will also be made available promptly upon request.

Random Allocation of Options Assignment Notices. Assignment notices for short option contracts are allocated among customer short option positions in accordance with a random allocation method. A detailed description of ETS's random allocation method is available at *etrade.com* and a hard copy of the allocation procedures is available upon request

Financial Statement. A financial statement of ETS is available for your inspection at its offices or at *etrade.com* or will be mailed to you upon your written request.

Its offices or at *etrade.com* or will be mailed to you upon your written request. **Valuation of Certain Alternative Investments (including DPP and REIT securities).** Account statements for Individual Retirement Accounts may include valuations for alternative investments. The values of such investments are estimated and reflect either the most recent valuation provided to ETS by the issuer of the investment, or a valuation provided by an independent third party, which ETS will obtain as part of its services, on an annual or more frequent basis. ETS does not provide a guarantee of the value or the appropriateness of the appraisal methodology applied by the independent third party in providing a value and ETS assumes no responsibility for verifying the accuracy of any valuation presented. Failure of the issuer to provide a timely valuation is your sole responsibility. The investment may reflect no value if a valuation was unavailable or is inaccurate. Investment in non-publicly traded securities, which includes alternative investments. Because there is generally no secondary market for alternative investments, the values reported to you should not be refled upon as any indication of market value. You may be able to sell your interests in the alternative investment held in your account, if at all, only for amounts that are substantially less than their purchase price or the estimated valued a return of capital on Direct Participation Programs and/or REITS, please note that said distributions are reported and an et investment per share estimated value is also reported. Pricing and distribution information has been provided by the sponsor, issuer or other external party responsible for reporting of the DPP or REIT and the classification of distributions as income or return of capital, in whole or in part, is subject to final account ing by such party(ies) and will be reported to you on a Form 1099 or K-1, as applicable. applicable

ETS is an indirect subsidiary of E*TRADE Financial Corporation. If you have a complaint, please call 800-ETRADE1, or write to: E*TRADE Securities LLC, P.O. Box 484, Jersey City, NJ 07303-0484.

Definitions:

Activity/Trade Date. Trade date or transaction date of other entries. Total Portfolio Percent. Percentage of your holding by issue of security. DIV/CPN% Yield. Annual dividend or bond % yield. Open Orders. Buy or sell orders for securities that have not yet been executed or Symbol/CUSIP. The symbol or identification number for each security

*** Denotes a security where either the country of issue or country of incorporation of the issuer is outside the US.

Pending and Unsettled Transactions. Based on the timing of statement generation, the value of certain unsettled trades and/or pending transactions (e.g., transactions that take place following the last business day of the month) may not be reflected on your statement. Please e-mail us through *etrade.com* or call 800-ETRADE1 with any questions.

S1RB240 - 06/19





Account Number: 4508-0756

Statement Period : July 1, 2019 - July 31, 2019

Account Type: INDIVIDUAL

Customer Update:

Invest on the go.

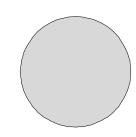
With the E*TRADE Mobile app, you have everything you need in the palm of your hand—investing, trading, research, easy-to-use tools, and more. Visit *etrade.com/mobile* to learn more.

ACCOUNT OVERVIEW

Last Statement Date:	June 30, 2019
Beginning Account Value (On 06/30/19):	\$ 67,801.03
Ending Account Value (On 07/31/19):	\$ 68,275.63
Net Change:	\$ 474.60

For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 07/31/19)



100.00% - Mutual Funds

ACCOUNT VALUE SUMMARY

	AS OF 07/31/19	AS OF 06/30/19	% CHANGE
Mutual Funds Total Value of Securities	\$ 68,275.63 \$ 68,275.63	\$ 67,801.03 \$ 67,801.03	0.70% 0.70 %
Net Account Value	\$ 68,275.63	\$ 67,801.03	0.70%

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.





Account Number: 4508-0756

Statement Period : July 1, 2019 - July 31, 2019

Account Type: INDIVIDUAL

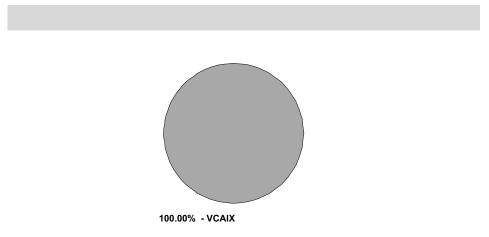
NET ACCOUNT VALUE BY MONTH END

ACCOUNT TRANSACTION SUMMARY

	DESCRIPTION	THIS PERIOD		YE	AR TO DATE
0.70%					
\$70,000	Dividends Received				
\$63,000	Tax Exempt	\$	78.63	\$	78.63
\$56,000					
\$49,000					
\$42,000					
\$35,000					
\$28,000					
\$21,000					
\$14,000					
\$7,000					
	,				

JUN-19 JUL-19

TOP 10 ACCOUNT HOLDINGS (AS OF 07/31/19)







Account Number: 4508-0756

Statement Period : July 1, 2019 - July 31, 2019

Account Type: INDIVIDUAL

ACCOUNT HOLDINGS

MUTUAL FUNDS (100.00% of Holdings)

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME
**VANGUARD CALIFORNIA TAX FREE INSURED INTERMEDIATE TERM PORT	VCAIX	Cash	5,656.639	12.0700	68,275.63	100.00	1,731.00
TOTAL MUTUAL FUNDS					68,275.63	100.00%	\$1,731.00
TOTAL PRICED PORTFOLIO	HOLDINGS (ON 07/3	1/19)			68,275.63		
TOTAL ESTIMATED ACCOU	NT HOLDINGS ANNU	IAL INCOME			1,731.00		

TRANSACTION HISTORY

DIVIDENDS & INTEREST ACTIVITY

DATE	TRANSACTION TYPE	DESCRIPTION		SYMBOL/ CUSIP				AMOUNT DEBITED	AMOUNT CREDITED
07/01/19	Dividend	**VANGUARD CALIFORNIA INSURED INTERMEDIATE 7 RECORD 06/30/19 PAY 07/0	FERM PORT	VCAIX					78.63
TOTAL D	IVIDENDS & INTE	REST ACTIVITY							\$78.63
NET DIVI	DENDS & INTERE	ST ACTIVITY							\$78.63
OTHER	ACTIVITY								
DATE	DESCRIPTION		SYMBOL/ CUSIP		TRANSACTION TYPE	QUANTITY	PRICE	AMOUNT DEBITED	AMOUNT CREDITED
07/01/19		ALIFORNIA TAX FREE MEDIATE TERM PORT E \$ 12.00	VCAIX		Reinvest	6.553		78.63	
TOTAL O	THER ACTIVITY							\$78.63	
NET OTH	IER ACTIVITY							\$78.63	





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Exhibit Ek4



Schwab One® Account of EKATERINA STRULYOV

Account Number 4310-2746

Statement Period July 1-31, 2019

Protect your privacy and the environment. Switch to eStatements at www.schwab.com/lesspaper. Visit www.schwab.com/premiumstatement to explore the features and benefits of this statement.

Customer Service and Account Information

Market Monitor

Customer Service and Trading: Call your Schwab Representative 1 (800) 435-9050

Schwab by PhoneTM

Automated Services:

1 (800) 435-8804 TeleBroker®:

1 (800) 272-4922

Visit Our Web Site: schwab.com

Cost Basis Updates:

To provide updates for incomplete cost basis information, please visit schwab.com/gainloss

Rates	Yield
Value Adv Money Fd SWVXX	2.15%
Sch Investor Money Fund	2.14%

	Year To Date
Indices	Change
Dow Jones Industrial Average	15.16%
Standard & Poor's 500 Index®	18.89%
Schwab 1000 Index®	19.39%
NASDAQ Composite Index	23.21%

EKATERINA STRULYOV 388 SANTANA ROW 1528 SAN JOSE CA 95128-2468



Statement Period July 1-31, 2019

Terms and Conditions

GENERAL INFORMATION AND KEY TERMS:

All references to "Schwab" in this document refer to the broker-dealer Charles Schwab & Co., Inc. Unless otherwise defined herein, capitalized terms have the same meanings as in your Account Agreement. If you receive any other communication from any source other than Schwab which purports to represent your holdings you should verify its content with this statement. Securities, products, and services are not available in all countries and are subject to country specific restrictions.

AIP (Automatic Investment Plan) Customers: Schwab receives remuneration in connection with certain transactions effected through Schwab. If you participate in a systematic investment program through Schwab, the additional information normally detailed on a trade confirmation will be provided upon request.

Average Daily Balance: Average daily composite of all cash balances that earn interest and all loans from Schwab that are charged interest. Bank Sweep Feature and Bank Sweep for Benefit Plans Features: Schwab acts as your agent and custodian in establishing and maintaining your Bank Sweep and Bank Sweep for Benefit Plans features as a Schwab Cash feature for your brokerage account. Deposit accounts constitute direct obligations of banks affiliated with Schwab and are not obligations of Schwab. Deposit accounts are insured by the FDIC within applicable limits. The balance in the bank deposit accounts can be withdrawn on your order and the proceeds returned to your securities account or remitted to you as provided in your Account Agreement. For information on FDIC insurance and its limits, as well as other important disclosures about the and Bank Sweep for Benefit Plans- features, please refer to the Cash Features Disclosure Statement available online or from a Schwab representative.

Cash: Any Free Credit Balance owed by us to you payable upon demand which, although accounted for on our books of record, is not segregated and may be used in the conduct of this firm's business.

Dividend Reinvestment Customers: Dividend reinvestment transactions were effected by Schwab acting as a principal for its own account, except for the reinvestment of Schwab dividends, for which an independent broker-dealer acted as the buying agent. Further information on these transactions will be furnished upon written request.

Estimated Annual Income: Derived from information provided by outside parties. Schwab cannot guarantee the accuracy of such information. Since the interest and dividends are subject to change at any time, they should not be relied upon for making investment decisions. Fees and Charges: It is your responsibility, and not Schwab's, to verify the accuracy of all fees. Margin interest charged to your Account during the statement period is included in this section of the statement. Interest: For the Schwab One Interest, Bank Sweep, and Bank Sweep for Benefit Plans features, interest is paid for a period that differs from the Statement Period. Balances include interest paid as indicated on your statement by Schwab or one or more of its affiliated banks. These balances do not include interest that may have accrued during the Statement Period after interest is paid. The interest paid may include interest that accrued in the prior Statement Period. For the Schwab One Interest feature, interest accrues daily from the second-to-last business day of the prior month and is posted on the second-to-last business day of the current month. For the Bank Sweep feature, interest accrues daily from the 16th day of the prior month and is credited/posted on the first business day after the 15th of the current month. If, on any given day, the interest that Schwab calculates for the Free Credit Balances in the Schwab One Interest feature in your brokerage account is less than \$.005, you will not accrue any interest on that day.

For balances held at banks affiliated with Schwab in the Bank Sweep

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and Bank Sweep for Benefit Plans features, interest will accrue even if the amount is less than \$.005.

Latest Price/Price (Investment Detail Section Only): The most recent price evaluation available on the last business day of the statement period, normally the last trade price or bid. Unpriced securities denote that no market evaluation update is currently available. Price evaluations are obtained from outside parties. Schwab shall have no responsibility for the accuracy or timeliness of any such valuations. Pricing of assets not held at Schwab is for informational purposes only. Some securities, especially thinly traded equities in the OTC market or foreign markets, may not report the most current price and are indicated as Stale Priced. For Limited Partnerships (LP) and Real Estate Investment Trust (REIT) securities, you may see that the value reflected on your periodic statement for this security is unpriced. FINRA rules require that certain LP and REIT securities, that have not been priced within 18 months, must show as unpriced on customer statements. Note that these securities are generally illiquid, the value of the securities will be different than its purchase price; if applicable, that accurate valuation information may not be available.

Margin Account Customers: This is a combined statement of your margin account and special memorandum account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the separate account as required by Regulation T is available for your inspection.

Non-Publicly Traded Securities: All assets shown on this statement, other than certain direct investments which may be held by a third party, are held in your Account. Values of certain Non-Publicly Traded Securities may be furnished by a third party and Schwab shall have no responsibility for the accuracy or timeliness of such valuations. The Securities Investor Protection Corporation (SIPC) does not cover many limited partnership interests. Option Customers: Be aware of the following: 1) Commissions and other charges related to the execution of option transactions have been included in confirmations of such transactions previously furnished to you and will be made available promptly upon request 2) You should advise us promptly of any material changes in your investment objectives or financial situation 3) Exercise assignment notices for the option contracts are allocated among customer short positions by an automated procedure which randomly selects from among all customer short option positions those contracts which are subject to exercise, including positions established on the day of assignment 4) Realized gain/loss of underlying securities is adjusted to reflect the premiums of assigned or exercised options. Please consult your tax advisor or IRS publication 550, Investment Income and Expenses, for additional information on Options. Schwab Sweep Money Funds: Includes the primary money market funds into which Free Credit Balances may be automatically invested pursuant to your Account Agreement. Schwab or an affiliate acts and receives compensation as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Schwab Sweep Money Funds. The amount of such compensation is disclosed in the prospectus. The yield information for Schwab Sweep Money Funds is the current 7-day yield as of the statement period. Yields vary. If, on any given day, the accrued daily dividend for your selected sweep money fund as calculated for your account is less than 1/2 of 1 cent (\$0.005), your account will not earn a dividend for that day. In addition, if you do not accrue at least 1 daily dividend of \$0.01during a pay period, you will not receive a money market dividend for that period. Schwab and the Schwab Sweep Money Funds investment advisor may be voluntarily reducing a portion of a Schwab Sweep Money Fund's expenses. Without these reductions, yields would have been lower. Securities Products and Services: Securities products and services are offered by Charles Schwab & Co., Inc., Member SIPC. Securities products

and services, including unswept intraday funds and net credit balances held in brokerage accounts are not deposits or other obligations of, or guaranteed by, any bank, are not FDIC insured, and are subject to investment risk and may lose value. SIPC does not cover balances held at banks affiliated with Schwab in the Bank Sweep and Bank Sweep for Benefit Plans features.

Gain (or Loss): Unrealized Gain or (Loss) and Realized Gain or (Loss) sections ("Gain/Loss Section(s)") contain a gain or a loss summary of your Account. This information is not a solicitation or a recommendation to buy or sell. It may, however, be helpful for investment and tax planning strategies. Schwab does not provide tax advice and encourages you to consult with your tax professional. Please view the Cost Basis Disclosure Statement for additional information on how gain (or loss) is calculated and how Schwab reports adjusted cost basis information to the IRS.

IN CASE OF ERRORS OR DISCREPANCIES: If you find an error or discrepancy relating to your brokerage activity (other than an electronic fund transfer) you must notify us promptly, but no later than 10 days after this statement is sent or made available to you. If this statement shows that we have mailed or delivered security certificate(s) that you have not received, notify Schwab immediately. You may call us at 800-435-4000. (Outside the U.S., call +1-415-667-8400.) Any oral communications should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). If you do not so notify us, you agree that the statement activity and Account balance are correct for all purposes with respect to those brokerage transactions.

COMPLAINT CONTACT INFORMATION: Complaints about Schwab statements, products or services may be directed to 1-800-435-4000. For clients residing outside of the U.S., call collect +1-415-667-8400. Please send any written complaints to the Client Advocacy Team, 211 Main St., San Francisco, CA 94105, USA.

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Additional Information: We are required by law to report to the Internal Revenue Service adjusted cost basis information (if applicable), certain payments to you and credits to your Account during the calendar year. Retain this statement for income tax purposes. Schwab or an affiliate acts as the Investment Advisor, Transfer Agent, Shareholder Service Agent and Distributor for the Sweep Funds and as Transaction Services Agent for the Government Money Fund. Schwab or an affiliate is compensated by the Sweep Funds for acting in each of these capacities other than as Distributor. The amount of such compensation is disclosed in the prospectus. Additional information will be provided upon written request. A financial statement for your inspection is available at Schwab's offices or a copy will be mailed to you upon written request.

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Schwab One® Account of EKATERINA STRULYOV

Account Number 4310-2746

42% Equities 58% Exchange Traded Funds

 Statement Period July 1-31, 2019

Account Value as of 07/31/2019:\$ 117,178.58

Change in Account Value	This Period	Year to Date	Account Value [in]	[housands]
Starting Value	\$ 0.00	\$ 0.00		
Credits	0.00	0.00	150	
Debits	0.00	0.00	125	
Transfer of Securities (In/Out)	116,668.17	116,668.17	. 100	
Income Reinvested	0.00	0.00		
Change in Value of Investments	510.41	510.41	75	
Ending Value on 07/31/2019	\$ 117,178.58	\$ 117,178.58	50	
Accrued Income ^d	160.75		25	
Ending Value with Accrued Income ^d	\$ 117,339.33		° 0 10/18 1/1	9 4/19 7/19
Total Change in Account Value	\$ 117,178.58	\$ 117,178.58		
Total Change with Accrued Income ^d	\$ 117,339.33	-		

Asset Composition	Market Value	% of Account Assets	Overview
Equities	\$ 49,578.58	42%	
Exchange Traded Funds	67,600.00	58%	
Total Assets Long	\$ 117,178.58		
Total Account Value	\$ 117,178.58	100%	





Account Number 4310-2746 Statement Period July 1-31, 2019

_	Realized Gain or (Loss) T	Unrealized Gain or (Loss)	
Gain or (Loss) Summary	Short Term	Long Term	
All Investments	\$0.00	\$0.00	\$10,948.44
Values may not reflect all of your gains/losses.			
Cash Transactions Summary		This Period	Year to Date
Starting Cash [*]		\$ 0.00	\$ 0.00
Deposits and other Cash Credits		0.00	0.00
Investments Sold		0.00	0.00
Dividends and Interest		0.00	0.00
Withdrawals and other Debits		0.00	0.00
Investments Purchased		0.00	0.00
Fees and Charges		0.00	0.00
Total Cash Transaction Detail		0.00	0.00
Ending Cash*		\$ 0.00	\$ 0.00

*Cash (includes any cash debit balance) held in your account plus the value of any cash invested in a sweep money fund.

Investment Detail - Equities

Equities	Quantity	Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
A T & T INC ◊	315.2005	34.05000	10,732.58	9%	409.01	5.99%	643.01
SYMBOL: T			10,323.57				
						Accru	ed Dividend: 160.75

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Investment Detail - Equities (continued)

Equities (continued)	Quantity Market Price	Market Value Cost Basis	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
FACEBOOK INC ⁽) CLASS A SYMBOL: FB	200.0000 194.23000	38,846.00 <i>32,654.95</i>	33%	6,191.05	N/A	N/A
Total Equities	515.2005 Total Cost Basis:	49,578.58 42,978.52	42%	6,600.06		643.01

Total Accrued Dividend for Equities: 160.75

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Investment Detail - Exchange Traded Funds

	Quantity Market Price	Market Value	% of Account Assets	Unrealized Gain or (Loss)	Estimated Yield	Estimated Annual Income
Exchange Traded Funds		Cost Basis				
ISHARES GOLD ETF [◊]	5,000.0000 13.52000	67,600.00	58%	4,348.38	N/A	N/A
SYMBOL: IAU		63,251.62				
Total Exchange Traded Funds	5,000.0000	67,600.00	58%	4,348.38		N/A
	Total Cost Basis:	63,251.62				

Estimated Annual Income ("EAI") and Estimated Yield ("EY") calculations are for informational purposes only. The actual income and yield might be lower or higher than the estimated amounts. EY is based upon EAI and the current price of the security and will fluctuate. For certain types of securities, the calculations could include a return of principal or capital gains in which case EAI and EY would be overstated. EY and EAI are not promptly updated to reflect when an issuer has missed a regular payment or announced changes to future payments, in which case EAI and EY will continue to display at a prior rate.

Schwab has provided accurate gain and loss information wherever possible for most investments. Cost basis data may be incomplete or unavailable for some of your holdings. Please see "Endnotes for Your Account" section for an explanation of the endnote codes and symbols on this statement.



Investment Detail - Total

Total Investment Detail	117,178.58
Total Account Value	117,178.58
Total Cost Basis	106,230.14

Transaction Detail - Transfers

Settle Date	Trade Date	Transaction	Description			Quantity	Unit Price	Total Amount
07/02/19	07/02/19	Journaled Shares	FACEBOOK INC FB	CLASS	A:	200.0000	194.0100	38,802.00
07/02/19	07/02/19	Journaled Shares	ISHARES GOLD ET	F: IAU		5,000.0000	13.4450	67,225.00
07/10/19	07/10/19	Journaled Shares	A T & T INC: T			315.2005	33.7600	10,641.17
Total Trai	nsfers							116,668.17

Total Transaction Detail

116,668.17

Pending Corporate Actions

	Transaction	Quantity	Payable Date	Rate per Share	Share Distribution	Cash Distribution
A T & T INC	Qualified Dividend	315.2005	08/01/19	0.5100		160.75
Total Pending Corporate Actions	•					160.75
Pending transactions are not included in account value.						



Account Number 4310-2746

Statement Period July 1-31, 2019

Endnotes For Your Account

Symbol	Endnote Legend
\diamond	Dividends paid on this security will be automatically reinvested.
d	Accrued Income is the sum of the total accrued interest and/or accrued dividends on positions held in your brokerage account, but the income and/or dividends have not been received into your account and Schwab makes no representation that they will. Accrued amounts are not covered by SIPC account protection until actually received and held in the account.

For information on how Schwab pays its representatives, go to http://www.schwab.com/compensation.



Schwab brokerage (04/30/2019)	153,858.47
Schwab Equity Awards (06/30/2019)	49,721.86
Total Schwab	203,580.33
E*TRADE brokerage (04/30/2019)	66,552.14
Grand Total	270,132.47

Table 1: Investment account balances

(Exhibits B1, D, E1)

VCAIX (Vanguard tax-free bond fund)	67628.11
FB (Facebook)	38802.00
IAU (Gold ETF)	67225.00
T (AT&T)	10641.17
Cash	16651.51
Total	200947.79

Table 2: Assets Ekaterina received

(Exhibits B4, E3, F, Ek2, Ek3, Ek4)

	Balance	Half
One-half of Schwab-6350	153,858.47	76,929.24
One-half of Schwab-GOOG	49,721.86	24,860.93
One-half of E*Trade-7709	66,552.14	33,276.07
Tarzana condo equalizing payment		65,000
Total		200,066.24

Table 3: Amount owed to Ekaterina

(Exhibits B1, D, E1)

Schwab-6350	153,858.47
Schwab-GOOG, 36 shares	38,912.76
E-Trade	66,552.14
PartnersFCU deposit	20,000
Chase deposit	10,000
Mortgage payoff	130,000
Subtotal	419,323.37
Mercedes GLE 350	36,000
Suzuki GSX-R 750	7,000
Trailer	1,000
Total	463,323.37

 Table 4: Community property assets

(Exhibits B1, D, E1, Ek1)

VCAIX	67628.11
FB	38802.00
IAU	67225.00
Т	10641.17
Cash	16651.51
Chase deposit	10,000
Deposit equalization	5,000
Subtotal	215,947.79
Mercedes GLE 350	36,000
Total	251,947.79

 Table 5: Ekaterina's baseline share of community assets

(Exhibits B4, E3, F, Ek1, Ek2, Ek3, Ek4)