

1 Hoffman-La Roche, Inc. v. Superior Court, (2002) 30 Cal.Rptr.3d 407; Virtualmagic Asia, Inc.
2 v. Fil-Cartoons, Inc., (2005) 121 Cal.Rptr.2d 1.

3 Amendment to add an alter ego judgment debtor is not proper absent showing that an
4 inequitable result would follow if the nonparty alter ego is not added as a judgment debtor. An
5 inequitable result is shown as a matter of law where the judgment debtor is insolvent due to the
6 actions of an alter ego; proof of wrongful intent is not required. (*Relentless Air Racing, LLC v.*
7 *Airborne Turbine Ltd. Partnership*, supra, 222 CA4th at 816, 166 CR3d at 425; *Greenspan v.*
8 *LADT, LLC* (2010) 191 CA4th 486, 511, 121 CR3d 118, 137; see *Toho-Towa Co., Ltd. v.*
9 *Morgan Creek Productions, Inc.*, supra, 217 CA4th at 1109, 159 CR3d at 481—inequitable to
10 allow alter ego to shift liability to separate entity where judgment creditor originally negotiated
11 contract with alter ego and alter ego structured financial operations to ensure entity would have
12 no funds to pay debts).

13 In this case it is apparent that all the conditions listed in above were met.

14 **(a) the comingling of funds and assets**

15 Gelbman has commingled all of the funds and assets of 3 G.I.. As Mr. Gelbman is the
16 only shareholder in 3 G.I.. (See Exs. B,C))

17 **(b) identical equitable ownership**

18 Mr. Gelbman is the only person ever associated with defendant 3 G.I. in the entire Final
19 Statement of Decision. (See Ex. B.). Gelbman was all of the officers and directors for 3 G.I..
20 (See Ex. C).

21 **(c) use of the same offices and employees**

22 Gelbman testified that 3 G.I. had no employees. (See Ex. C, 24:19-25:3). Apparently, he
23 was the only employee. Gelbman signed the initial agreement in his own name. He also initialed
24 in his own individual name. (See Ex. B Pg. 2 Par. 1). Further, it was Gelbman that introduced the
25 fraudulent Services Agreement. (See Ex. B Pg. 2 Par. 1). It was also Gelbman who introduced
26 the secret one year term and the one who went through the elaborate procedure of securing Mr.
27 Sheen's signature on the fraudulent Services Agreement after hiding it from his lawyers. (See
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1 Ex. Pg. 5 Par. 1-2). Mr. Gelbman is the only employee or officer ever associated with defendant
2 3 G.I. in the entire Final Statement of Decision. (See Ex. B.) Further, the other security guards
3 referred to in this matter, were previously Mr. Sheen's employees, Mr. Gelbman merely
4 integrated them. (See Ex. B pgs. 6 par. 4).

5 **(d) disregard of corporate formalities**

6 Plaintiff disregarded corporate formalities throughout its existence. 3 G.I. filed one
7 Statement of Information during its brief existence (See Exhibit D). The only shareholder of the
8 corporation is Mr. Gelbman. Mr. Gelbman was the CEO, the CFO, and the Secretary for 3 G.I.
9 (See Ex. D). He was also the only option presented for a PMK. (See Ex. C). Further, 3 G.I.
10 remained in existence through the lawsuit, up until the moment that it lost. Once the court made
11 its Statement of Decision final on April 16, 2020 (See Exhibit B), Plaintiff was dissolved shortly
12 thereafter on May 04, 2020 by Mr. Gelbman. (See Exhibit E).

13 **(e) identical directors and officers employees**

14 As noted above, Gelbman was all of the officers and directors for 3 G.I.. (See Ex. C)
15 Gelbman testified that 3 G.I. had no employees. (See Ex. C , 24:19-25:3) Apparently he was the
16 only employee. Gelbman signed the initial agreement in his own name. He also initialed in his
17 own individual name. (See Ex. B Pg. 2 Par. 1). Further, it was Gelbman that introduced the
18 fraudulent Services Agreement. (See Ex. B Pg. 2 Par. 1). It was also Gelbman who introduced
19 the secret one year term and the one who went through the elaborate procedure of securing Mr.
20 Sheen's signature on the fraudulent Services Agreement after hiding it from his lawyers. (See
21 Ex. B Pg. 5 Par. 1-2). Mr. Gelbman is the only employee or officer ever associated with 3 G.I. in
22 the entire Final Statement of Decision. (See Ex. B.)

23 **(f) use of one as a shell or conduit for the other's affairs**

24 Mr. Gelbman used the corporation as a shell. He filed only one Statement of Information
25 during its existence. (See Ex. E). Gelbman kept 3 G.I. active until he was assured that he had lost
26 the trial in this matter. This court's Final Statement of Decision was filed on 04.16.20. (See Ex.
27 B). On May 04, 2020, the corporation dissolved at the behest of Mr. Gelbman. (See Ex. E). Mr.
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1 Gelbman testified in his deposition that the reason he incorporated was not because he was an
2 actual corporation who complied with the corporate formalities. Instead, Mr. Gelbman testified
3 that he incorporated because he was an independent contractor who would pick up jobs and
4 being incorporated made it easier for him to get jobs as a contractor. Mr. Gelman cannot avoid
5 liability simply by incorporating.

6 As set forth below, Defendant contends Plaintiff 3 G.I. were (and are) in fact engaged
7 “part-in parcel” with the identical and fraudulent alter ego practices of Plaintiff/judgment debtor
8 Itamar Gelbman., all to the detriment of Defendant, all designed by Mr. Gelbman, the principal
9 of the corporate entity. The blatant action by Mr. Gelbman to avoid the ramifications of the
10 pending judgment during litigation and is presumptively improper and fraudulent. Such
11 disreputable conduct continues, post judgment, to thwart the effect of the judgment and Mr.
12 Sheen’s attempt to enforce collect thereon justifies the amendment of the judgment to include
13 Mr. Itamar Gelbman as a judgment debtor.

14 Plaintiffs are informed and believe that Plaintiff/judgment debtor 3G.I., directed and
15 controlled by Itamar Gelbman, utilize the same equipment, the same customer/client list, and
16 engage in other deceptive and self-dealing conduct reflecting a disregard of legitimate business
17 practices and a unity of interest between them. Their collective activities reflect a clear and
18 intentional pattern of deception, including the intermingling of the defendants’ activities, the
19 disregarding of corporate practices, and the shifting of funds and assets amongst them. Mr.
20 Sheen contend that such actions are fraudulent and demonstrate an ongoing “alter ego” activity
21 which justifies an order amending the judgment in Mr. Sheen’s favor herein to include Mr.
22 Gelbman.

23 **2. Itamar Gelbman Had Total Control Of Litigation**

24 Control of the litigation contemplates some active defense. (NEC Electronics Inc. v.
25 Hurt, 208 Cal. App. 3d 772, 256 Cal. Rptr. 441 (6th Dist. 1989)). Whether the alter ego
26 defendant had sufficient control depends on the facts of each case. (Dow Jones Co. v. Avenel,
27 151 Cal. App. 3d 144, 198 Cal. Rptr. 457 (1st Dist. 1984). Control was shown where the
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1 nonparty alter ego hired counsel to represent the corporation, was the person with whom the
2 corporate defendant's counsel primarily dealt, was kept fully informed of the suit's progress, was
3 familiar with all the issues, and helped draft documents for the litigation. (See *Alexander v.*
4 *Abbey of the Chimes* (1980) 104 CA3d 39, 46, 163 CR 377, 380—judgment amended to add
5 name of corporate judgment debtor's sole stockholder.

6 Here, Mr. Gelbman presented fraudulent causes of action, in his lawsuit against Mr.
7 Sheen. Mr. Gelbman chose, the causes of action, chose the forum. In fact, Mr. Gelbman planted
8 a fraudulent contract to create an apparent breach. (See Ex. Pg. 5 Par. 1-2). Mr. Gelbman called
9 one witness during the trial, Mr. Todd. Mr. Todd denied all of Mr. Gelbman's fake and
10 misleading allegations. Mr. Gelbman was the chef, cook, and bottle washer for this uncalled-for
11 litigation.

12 Mr. Gelbman alone created the lie. He alone directed discovery, and he alone testified.
13 Though he called a single witness, Mr. Todd flat out refused to validate any of the purported lies
14 Mr. Gelbman offered. In the instant case. Mr. Gelbman was the person that hired Plaintiff's
15 counsel Farris Ain. Mr. Gelbman was also the primary person, in fact the only person during the
16 litigation that dealt with counsel. Further, Mr. Gelbman was intimately familiar with the
17 pleadings and arguments, because many were of his own creation.

18 During the litigation in this matter, it was counsels understanding that Itamar Gelbman
19 was in fact the client of opposing counsel Farris Ain. (See Dec of SB pg. 2 par. 6). When counsel
20 tried to schedule a PMK deposition, Mr. Ain advised that Mr. Gelbman would have to fly in
21 from Texas. (See Dec of SB pg. 2 par. 7). When counsel asked Mr. Ain, if there was anyone else
22 in 3 G.I. that could be deposed, counsel received no response. (See Dec of SB pg. 2 par. 8).
23 At trial, it was counsel's understanding that Mr. Ain would take instruction as to scheduling from
24 Mr. Gelbman. (See Dec of SB pg. 2 par. 9).

25 In this case, Mr. Gelbman was the final decision maker for the corporation. In fact, he
26 was the only decision maker for the corporation. (The individual was the final decisionmaker for
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1 the LLC and the related corporation (held liable) *Bank of Montreal v. SK Foods, LLC* (ND CA
2 2012) 476 BR 588, 599, 601).

3 **3. Recognition Of The Privilege Of Separate Existence Would Promote Injustice.**

4 In this case, because Mr. Gelbman is the alter ego of 3 G.I. and an inequitable result
5 would follow if the nonparty alter ego is not added as a judgment debtor. Mr. Gelbman would
6 get to walk away free from liability after using 3 G. I. as a conduit for his own affairs. This
7 would result and promote injustice.

8 **IV. CONCLUSION**

9 For the reasons stated, it is respectfully requested that this court grant Sheen's Motion
10 Amend Judgment and add Itamar Gelbman. This would prevent injustice and an inequitable
11 result.
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17 Date: March 8, 2021

Respectfully submitted,
BERNARD & BERNARD

By: /s/ Stephen Bernard
STEPHEN BERNARD
JESUS MORALES
Attorneys for Defendant
Charles I. Sheen

EXHIBIT A

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): STEPHEN BERNARD, ESQ. SBN 55653 BERNARD & BERNARD 10990 WILSHIRE BLVD STE 1050 LOS ANGELES, CA 90024</p> <p>TELEPHONE NO.: 310.312.0220 FAX NO. (Optional): 310.312.0016</p> <p>E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): CHARLES I. SHEEN</p>	<p>FOR COURT USE ONLY</p> <p>FILED Superior Court of California County of Los Angeles</p> <p>DEC 07 2020</p> <p>Sherri R. Carter, Executive Officer/Clerk By <u>Patricia Salcido</u>, Deputy Patricia Salcido</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk</p>	<p>CASE NUMBER: BC643943</p>
<p>PLAINTIFF: 3 G.I. CORPORATION DEFENDANT: CHARLES I. SHEEN</p>	
<p>AMENDED JUDGMENT</p> <p> <input type="checkbox"/> By Clerk <input type="checkbox"/> By Default <input checked="" type="checkbox"/> After Court Trial <input type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial </p>	

JUDGMENT

1. **BY DEFAULT**
 - a. Defendant was properly served with a copy of the summons and complaint.
 - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
 - c. Defendant's default was entered by the clerk upon plaintiff's application.
 - d. **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
 - e. **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
 - (1) plaintiff's testimony and other evidence.
 - (2) plaintiff's written declaration (Code Civ. Proc., § 585(d)).
2. **ON STIPULATION**
 - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
 - b. the signed written stipulation was filed in the case.
 - c. the stipulation was stated in open court the stipulation was stated on the record.
3. **AFTER COURT TRIAL**. The jury was waived. The court considered the evidence.
 - a. The case was tried on (date and time): 10/22/2019 through 10/24/2019 at 9:30 am before (name of judicial officer): HONORABLE ROBERT DRAPER
 - b. Appearances by:

<input checked="" type="checkbox"/> Plaintiff (name each): (1) 3 G.I. CORPORATION (2)	<input checked="" type="checkbox"/> Plaintiff's attorney (name each): (1) AIN FARRIS ELIAS (2) RICHARD BERBERIAN
<input type="checkbox"/> Continued on Attachment 3b. <input checked="" type="checkbox"/> Defendant (name each): (1) CHARLES I. SHEEN (2)	<input checked="" type="checkbox"/> Defendant's attorney (name each): (1) STEPHEN BERNARD (2) JESUS G. MORALES
 - c. Continued on Attachment 3b.
 - c. Defendant did not appear at trial. Defendant was properly served with notice of trial.
 - d. A statement of decision (Code Civ. Proc., § 632) was not was requested.

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PLAINTIFF: 3 G.I. CORPORATION DEFENDANT: CHARLES I. SHEEN	CASE NUMBER: BC643943
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JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

4. Stipulated Judgment. Judgment is entered according to the stipulation of the parties.

5. Parties. Judgment is

a. for plaintiff (name each):

c. for cross-complainant (name each):

and against defendant (names):

and against cross-defendant (name each):

Continued on Attachment 5a.

Continued on Attachment 5c.

b. for defendant (name each):
CHARLES I. SHEEN

d. for cross-defendant (name each):

6. Amount.

a. Defendant named in item 5a above must pay plaintiff on the complaint:

c. Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other (specify):	\$
(6) TOTAL	\$

(1) <input type="checkbox"/> Damages	\$
(2) <input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/> Attorney fees	\$
(4) <input type="checkbox"/> Costs	\$
(5) <input type="checkbox"/> Other (specify):	\$
(6) TOTAL	\$

b. Plaintiff to receive nothing from defendant named in item 5b.

d. Cross-complainant to receive nothing from cross-defendant named in item 5d.

Defendant named in item 5b to recover costs \$ 9,022.20

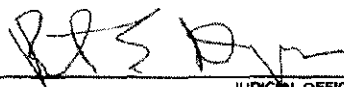
Cross-defendant named in item 5d to recover costs \$

and attorney fees \$ 119,690.00

and attorney fees \$

7. Other (specify):
Please the attached Statement of Decision.

Date: 12/7/20


JUDICIAL OFFICER
ROBERT S. DRAPER

Date: _____ Clerk, by _____, Deputy

(SEAL)

CLERK'S CERTIFICATE (Optional)

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by _____, Deputy

EXHIBIT B

Los Angeles Superior Court of California
County of Los Angeles
Department 78

FILED
Superior Court of California
County of Los Angeles
APR 16 2020
Sherri R. Carter, Executive Officer/Clerk
by *Julius Ryan* Deputy
Philip Rina

3.G.I. CORPORATION; a California Corporation

Plaintiff,

vs.

CHARLES I. SHEEN, ET. AL.

Defendants.

Case No.: BC643943
Hearing: October 22, 2020
Date:

FINAL STATEMENT OF DECISION

The complaint in this action was filed on December 14, 2016. The complaint alleges that defendant Charles I Sheen ("Sheen") breached a contract with plaintiff 3.G.I. Corporation ("3.G.I.") by terminating his contract with 3.G.I. before the expiration of its one-year term. 3.G.I. is a corporation owned and controlled by Itamar Gelbman ("Gelbman").

The parties elected to try this case to the court, waiving a jury. The trial was held on October 22, 2019, October 23, 2019 and October 24, 2019. Exhibits were offered as set forth in the minute orders and testimony was received from five witnesses. On December 13, 2020 the Court issued its Tentative Statement of Decision. On December 31, 2019 3.G.I filed its objections to this Tentative Statement of Decision.

The Court has read, reviewed and considered all of the above and, based thereon, is issuing this Final Statement of Decision of the Court which is identical to the Tentative Statement of Decision. With respect to 3.G.I.'s Objections to the Tentative Statement of Decision, they are overruled.

DISCUSSION

Whether a case is tried to a Judge or jury, evaluation of the credibility of the witnesses by the trier of fact is always a critical factor. This credibility is judged not only by the testimony of the witness himself or herself, but by how that testimony compares with the testimony of other witnesses and the documentary evidence. The issue for credibility is even more critical in this case because there appear to be two totally irreconcilable versions of reality. The Court has made that evaluation in this case and finds, for the reasons set forth below, that the testimony of Gelbman on every important issue is neither credible nor true.

In the early morning hours of August 29, 2014, Gelbman met with Sheen, Sheen's long-time attorney Martin Singer ("Singer") and a number of other individuals. Gelbman attended the meeting because he had been told that Sheen wanted him to replace Sheen's then current security team. Selection of Gelbman was the culmination of a long time effort by Gelbman and an individual named Lenny Dykstra to accomplish this result.¹

At this meeting it was agreed that Singer would communicate to the owner of the prior security service that his services were being terminated. Singer did that. Singer and Gelbman then had a private meeting in which Singer told Gelbman two things. First, Singer told Gelbman that all of the persons employed by Sheen were employed under "at will" contracts, meaning that their services were terminable at any time. Second, Singer told Gelbman that Sheen was at that time unfortunately in a state of chronic inebriation, was not able to understand or agree to any contract, and that all contracts with Sheen had to be approved by Singer before they would be valid.²

¹ Antonio Todd ("Todd") was a longtime friend of Sheen who was living with him at the time. Gelbman's testimony that Todd was also involved in this effort and that Todd asked Gelbman for a kickback is untrue. In fact, Todd met Gelbman for the first time shortly before the August 29, 2014 meeting.

² Gelbman in his testimony denied being advised of either of these facts. But while Singer had some difficulty answering question without making a speech, the Court finds Singer's testimony credible on these issues. In fact,

At the conclusion that of this conversation Singer provided Gelbman with a written agreement that did in fact contain a provision making clear that 3.G.I.'s and Gelbman's contract with Sheen was an "at will" contract that could be terminated at any time.³ Gelbman read the agreement, initialed it on each page, including the page containing the at will provision, and signed it without any objection. Singer and Gelbman then returned to the general meeting.

The above actions and conversations took place on the morning of August 29, 2014. Gelbman testified that he spent the rest of that day and night and all day August 30, 2014 at Sheen's house setting up the security team. Gelbman also testified that when he arrived at Sheen's house on August 29, 2014, he had a flash drive containing both an "Agreement for Security Guard Services" (the "Services Contract"), the contract upon which 3.G.I. bases its claim that the agreement with Sheen was for a one-year term,⁴ and Exhibit 20, a document containing the business terms for the relationship.

Gelbman testified that on either August 29, 2014 or August 30, 2014 he printed the Services Contract out at Sheen's house, placed it in an envelope, and handed it to Sheen. He did not mention to Sheen that the contract contained a provision for a one year term or that he (Gelbman) had just signed an agreement which provided that his employment would be "at will." Nor did he discuss any other terms of the Services Contract with Sheen.

The most significant document in this case is Exhibit 17. Exhibit 17 is an August 29, 2014 exchange of emails between Gelbman, who was in Los Angeles, and Sheen's business manager, who was in New York. In the first email, sent at 1:29 p.m. Gelbman attached the "business terms" which are Trial Exhibit 20. In the email he stated: "Enclosed please find the temporary agreed contract [Exhibit 20] with Charlie. As the lawyers didn't have a chance to go through the services contract this will be temporarily [sic] until a service contract will be signed."

Singer's demeanor underlines the fact that he was unlikely to have be a "fading lily" or reticent in communicating these facts to Gelbman.

³ Exhibit 1, Section 5.2.

⁴ Exhibit 2.

At the time Gelbman sent this email on Exhibit 17 he had not had any discussion with either Sheen or Singer about the terms of his employment, except the discussion with Singer in which Singer told him that any contract with Sheen would need to be "at will" and approved by Singer. Gelbman could easily have forwarded the Services Contract to Singer at that same time because it was on the same flash drive as Exhibit 20. He had Singer's contact information because it was provided to him in that same August 29, 2014 email stream. But he did not furnish the Services Contract to Singer or any other lawyer representing Sheen, then or at any other time.

So, the question is, what lawyers was Gelbman referring to when he wrote he understood that "the lawyers didn't have a chance to go through the service contract?" Gelbman did not have a lawyer. Gelbman knew that Singer, Sheen's lawyer, was not aware of the contract. When asked at trial whether this statement didn't mean that he knew lawyers will be involved in approving the contract, Gelbman responded "that's not what I meant. I meant it's a template wording for me.... I didn't mean specifically a specific lawyer."

This testimony is without question least credible testimony in the case, with one exception.⁵ At the time Gelbman made this statement he had just signed an agreement confirming that his employment was "at will." He had just been told by Singer that this was the only type of contract Sheen could enter into. He had just been told that any contract with Sheen needed to be reviewed by Singer because of Sheen's incapacity. And he knew, without question, that Singer would not "have a chance to go through the service contract" because he had never advised Singer of its existence.

On September 4, 2014 Gelbman had Sheen sign the Services Contract. Asked if he discussed with Sheen what he was signing, Gelbman responded "No, I assumed he had already talked with his lawyer. He had that contract for five days." the Court finds that this testimony is not credible. The evidence establishes that Gelbman knew that as a result of Sheen's then chronic intoxication Sheen did not have the capacity to understand the nature and consequences of the document

⁵ See pp. 5-6, *infra*.

only lead to one conclusion: someone is dramatically altering the facts. The Court concludes, based on all the evidence, that this person is Gelbman.

3.G.I. cites Probate Code §810 which creates a “rebuttable presumption affecting the burden of proof” that “all persons have the capacity to make decisions and to be responsible for their acts or decisions.” 3.G.I. cites the Restatement of Contracts 2nd, Contracts §16 for the rule that “A person incurs only voidable contractual duties by entering into a transaction **if the other party has reason to know that by reason of intoxication: (a) he is unable to understand in a reasonable matter the nature and consequences of the transaction, or (b) he is unable to act in a reasonable manner in relation to the top transaction.**”⁶

It is actually difficult to imagine a case where the evidence established more clearly that both Sheen and Gelbman meet each of these requirements for a finding that the contract alleged by 3.G.I. was voidable and should be declared void.

The Court finds that at the time Gelbman induced Sheen to sign Exhibit 2, Sheen, as a result of chronic inebriation, did not have the capacity to understand in a reasonable manner the nature and consequences of his act in signing that contract or act in a reasonable manner in relation to that contract. The Court finds that Gelbman not only had reason to know this but in fact did know that by reason of his intoxication, Sheen suffered from these disabilities. And the Court finds that Gelbman intentionally took advantage of these disabilities.

Although the Court’s findings make the damage issues raised by Gelbman’s complaint moot, the Court will make two observations. First, damages in California must be based upon proof of loss of income which requires a calculation of prospective revenue minus projected costs. There is no evidence in the record from which any calculation could be made of the projected costs 3.G.I. would have incurred had the contract been continued for a year and therefore no basis for a calculation of lost income. Second, while Gelbman claims that he incurred expenses in training his employees who served as security guards, there is no evidence of what that expense was, In fact, at least two of the three security

⁶ Emphasis added by plaintiff.

guards who continued to work for Sheen after the termination of 3.G.I. had been trained and employed by 3.G.I.'s predecessor.

ACCORDINGLY, the Court finds that the Services Contract which is Exhibit 2 in this action is void and of no force or effect. The Court further finds that the only valid contract between the parties is Exhibits 1. 3.G.I. is therefore to take nothing by its complaint.

DATED: April 16, 2020



ROBERT S. DRAPER

Hon. Robert S. Draper
Judge of the Superior Court

17 APR 20 2020

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

3 G.I. CORPORATION, a)
California Corporation,)
Plaintiff,)
vs.)
CHARLES I. SHEEN, and DOES 1)
through 100, Inclusive,)
Defendants.)

Case No.:
BC643943

DEPOSITION OF
ITAMAR GELBMAN
LOS ANGELES, CALIFORNIA
JUNE 22, 2018

ATKINSON-BAKER, INC.
COURT REPORTERS
(800) 288-3376
www.depo.com

Reporter: ALISON R. SPACK, CSR NO. 9283, RPR, CRI
FILE NO.: AC067F8

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

3 G.I. CORPORATION, a)
California Corporation,)
Plaintiff,)
vs.)
CHARLES I. SHEEN, and DOES 1)
through 100, Inclusive,)
Defendants.)

Case No.:
BC643943

Deposition of ITAMAR GELBMAN, taken on behalf
of Defendants, at 10990 Wilshire Boulevard, Suite 1175,
Los Angeles, California, commencing at 11:08 a.m.,
Friday, June 22, 2018, before Alison R. Spack, CSR
No. 9283, RPR, CRI.

1 MR. AIN: I will interject an objection; 11:29:20
2 assumes facts not in evidence. Go ahead. You can
3 answer.

4 THE WITNESS: No. We started a few days
5 before. We started -- it was the holiday weekend, which 11:29:28
6 I forgot which holiday it was, but we started that
7 Friday night.

8 BY MR. BERNARD:

9 Q. Okay. The agreement, and I'm going to go over
10 the agreement with you in detail, it says commencing on 11:29:37
11 9/1/14, so that's the date that you entered into the
12 actual written agreement?

13 A. Yes, sir. I believe so.

14 Q. All right. How many employees did you have
15 working for you in 2014 just prior to your entering into 11:29:57
16 the agreement with Mr. Sheen?

17 A. Employees before Charlie Sheen as W-2's I had
18 zero.

19 Q. And in the five years proceeding, in the five
20 years prior to your agreement with Mr. Sheen to do his 11:30:20
21 security work, had you had employees working for you?

22 A. I don't believe I had any employees because in
23 the security business it's very common that you
24 incorporate yourself. And then this way when you work
25 for companies, and that's what I did, as well, when you 11:30:42

1 do a -- as you work as a subcontractor and then you get 11:30:46
2 paid a little bit more money because you save the
3 employer taxes for the contractor that has the contract.

4 So it's very, very common that security guards
5 will incorporate themselves, and then this way they can 11:30:59
6 submit invoices and then they're not under employee
7 status.

8 Q. Prior to this commencement of your work with
9 Mr. Sheen, you said you had zero employees, correct?

10 A. At that particular time, correct. 11:31:15

11 Q. Right. Generally in your business were you
12 the sole person that was doing the security work for
13 individuals or companies?

14 A. No.

15 Q. So you would hire people? 11:31:25

16 A. As I said, it will be mostly under -- as 1099
17 it will be under independent contractors.

18 Q. Right. So you would then, for example, with
19 any particular job if there was a requirement that you
20 needed more than yourself to perform security, you would 11:31:40
21 then hire independent contractors to work for you?

22 A. Correct.

23 Q. All right. And had you done that in the past
24 prior to Mr. Sheen?

25 A. Yes. 11:31:52

1 Q. And when is the last time you did that where 11:31:53
2 you had more than yourself working as a security person?
3 A. Probably all the way until Charlie Sheen.
4 Q. Okay. Who was the last individual that worked
5 for you as an independent contractor prior to your work 11:32:08
6 for Mr. Sheen?
7 A. I don't remember.
8 Q. You don't remember the name of anyone?
9 A. The last one from somebody that worked for me
10 about four years ago, wow. Gary, Gary worked for me, 11:32:20
11 David worked for me.
12 Q. And when you said David and Gary --
13 A. Yeah, some of them are the same Gary and David
14 that worked for me for Charlie Sheen.
15 Q. All right. So let me just go through this 11:32:38
16 with you quickly then. David Zerbid?
17 A. Zerbid, yeah.
18 Q. Z-e-r-b-i-d?
19 A. Yes, sir.
20 Q. Did David work for you before you entered with 11:32:48
21 the agreement with Mr. Sheen?
22 A. Yeah. Every now and then when I needed him
23 for extra shifts or --
24 THE COURT REPORTER: And for?
25 THE WITNESS: For extra shifts or... 11:32:57

EXHIBIT D



**State of California
Secretary of State**

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FK45273

FILED

In the office of the Secretary of State
of the State of California

MAR-15 2017

1. CORPORATE NAME

3 G. I. CORPORATION

2. CALIFORNIA CORPORATE NUMBER

C2644219

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 17.**

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5160 VAN NUYS BLVD #321, SHERMAN OAKS, CA 91403			

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
5160 VAN NUYS BLVD #321, SHERMAN OAKS, CA 91403			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
ITAMAR GELBMAN	5160 VAN NUYS BLVD #321, SHERMAN OAKS, CA 91403			

8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
ITAMAR GELBMAN	5160 VAN NUYS BLVD #321, SHERMAN OAKS, CA 91403			

9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
ITAMAR GELBMAN	5160 VAN NUYS BLVD #321, SHERMAN OAKS, CA 91403			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
ITAMAR GELBMAN	5160 VAN NUYS BLVD #321, SHERMAN OAKS, CA 91403			

11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
ITAMAR GELBMAN

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
5160 VAN NUYS BLVD #321, SHERMAN OAKS, CA 91403			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASSET MANAGEMENT AND SECURITY

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

03/15/2017 ITAMAR GELBMAN PRESIDENT
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

EXHIBIT E

01572747



Secretary of State

DIS STK

Certificate of Dissolution

(California Stock Corporation ONLY)

FILED NAK
Secretary of State
State of California

MAY 04 2020

IMPORTANT - Read instructions before completing this form.

There is No Fee for filing a Certificate of Dissolution - Stock

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the Corporation as it is recorded
with the California Secretary of State.)

3 G I CORPORATION

2. 7-Digit Secretary of State File Number

2644219

3. Election

[X] The dissolution was made by a vote of ALL of the shareholders of the California corporation.

Note: If the above box is not checked, a Certificate of Election to Wind Up and Dissolve (Form ELEC STK) must be filed prior to
or together with this Certificate of Dissolution. (California Corporations Code section 1901.)

4. Debts and Liabilities

(Check the applicable statement. Only one box may be checked. If second box is checked, must
include the required information in an attachment.)

[X] The known debts and liabilities have been actually paid or paid as far as its assets permitted.

[] The known debts and liabilities have been adequately provided for in full or as far as its assets permitted by their
assumption. Included in the attachment to this certificate, incorporated herein by this reference, is a description
of the provisions made and the name and address of the person, corporation or government agency that has
assumed or guaranteed the payment, or the depository institution with which deposit has been made.

[] The corporation never incurred any known debts or liabilities.

5. Required Statements (Do not alter the Required Statements - ALL must be true to file Form DISS STK.)

- a. The Corporation has been completely wound up and is dissolved.
b. All final returns required under the California Revenue and Taxation Code have been or will be filed with the
California Franchise Tax Board.
c. The known assets have been distributed to the persons entitled thereto or the corporation acquired no known
assets.

6. Read, Verify, Date and Sign Below (See instructions for signature requirements.)

The undersigned is the sole director or a majority of the directors now in office. I declare under penalty of perjury
under the laws of the State of California that the matters set forth in this certificate are true and correct of my own
knowledge.

04/27/2020

Date

Signature

ITAMAR GELBMAN

Type or Print Name

Date

Signature

Type or Print Name

Date

Signature

Type or Print Name

1 STEPHEN BERNARD, ESQ., SBN 56553
2 JESUS G. MORALES, ESQ., SBN 302194
3 BERNARD & BERNARD
4 10990 Wilshire Boulevard, Suite 1050
5 Los Angeles, CA 90024-4305
6 t: 310.312.0220
7 f: 310.312.0016

8 Attorneys for Defendant,
9 CHARLES I. SHEEN

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

3 G.I. CORPORATION, a California
Corporation;

Plaintiff,

v.

CHARLES I. SHEEN; and DOES 1 through 100,
inclusive;

Defendants.

Case No. BC643943

**DECLARATION OF STEPHEN
BERNARD IN SUPPORT OF MOTION
TO AMEND JUDGMENT**

**Assigned For All Purposes: Dept. 78
Judge: Honorable Robert S. Draper**

RESERVATION ID: 230317906360

I, STEPHEN BERNARD, ESQ., hereby declare as follows:

1. I am an attorney licensed to practice before all the Courts of the State of California and the attorney principally responsible for representing Defendant Charles I. Sheen, in the above referenced case. I have personal knowledge of each fact stated in this Declaration and would testify to the truth of these matters.
2. On December 07, 2020 Defendant obtained a judgment in this action against Plaintiff 3 G.I. \$128,712.20, representing amounts defendant owed for Attorneys Fees and costs. (A true and correct copy of the Amended Judgment is attached hereto as Exhibit A). Notice was given on December 08, 2020. This court's Final Statement of Decision was filed on

1 04.16.20. (See Final Statement of Decision, filed 04.16.20, a true and correct copy is
2 attached hereto as Exhibit B).

- 3 3. On June 22, 2018, I conducted a PMK deposition of Plaintiff 3 G.I.. The person that I
4 deposed that day was Itamar Gelbman. Attached to this declaration, marked Exhibit C,
5 and incorporated by reference, is a true copy of portions of the transcript of the deposition
6 of Itamar Gelbman, in which he or he testified to the following:

7 Q. And in the five years proceeding, in the five years prior to your
8 agreement with Mr. Sheen to do his security work, had you had
9 employees working for you?

10 A. I don't believe I had any employees because in the security
11 business it's very common that you incorporate yourself. And then
12 this way when you work for companies, and that's what I did, as
13 well, when you do a -- as you work as a subcontractor and then
14 you get paid a little bit more money because you save the
15 employer taxes for the contractor that has the contract.

16 (Deposition of PMK, 24:19-25:3)

17 Q. Okay. Who was the last individual that worked for you as an
18 independent contractor prior to your work for Mr. Sheen?

19 A. I don't remember.

20 Q. You don't remember the name of anyone? (Deposition of
21 PMK, 26:4-8)

- 22 4. Itamar Gelbman, is the 100% shareholder, president, and chief executive officer of 3 G.I.
23 The corporation never had nay employees besides Mr. Gelbman.
- 24 5. A review of the records of the California Secretary of State reveal that 3 G.I. filed only
25 one Statement of Information during its brief existence (See Statement of Information 3
26 G.I. 2017, a true and correct copy is attached hereto as Exhibit D). The only shareholder
27 of the corporation is Mr. Gelbman.
- 28

- 1 6. On May 04, 2020, the corporation dissolved at the behest of Mr. Gelbman. (See
2 Dissolution of 3 G.I. 05.04.20, a true and correct copy is attached hereto as Exhibit E).
3 Mr. Gelbman is the only shareholder on this document as well.
- 4 7. From my review of the corporate documents provided in litigation, Mr. Gelbman was the
5 only shareholder of 3 G.I. ever.
- 6 8. During the litigation in this matter, it was my understanding that Itamar Gelbman was
7 in fact, the client of opposing counsel Farris Ain.
- 8 9. When I tried to schedule a PMK deposition, Mr. Ain advised me that Mr. Gelbman would
9 have to fly in from Texas.
- 10 10. When I asked Mr. Ain, if there was anyone else at 3 G.I. that I could deposition, I was
11 provided no names.
- 12 11. When we were scheduling the trial, it was my understanding that 3 G.I.'s attorney, Mr.
13 Ain would take instruction as to scheduling from Mr. Gelbman.
- 14 12. Mr. Gelbman was present every day at trial. Mr. Gelbman sat in the well during the trial
15 and instructed 3 G.I.'s attorney, Mr. Ain as to how to proceed during with trial and
16 procedure.

17
18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing Declaration is true and correct.

20 Executed this 3.2.21 , at Los Angeles, California.

21
22 Date: March 8, 2021

/s/ Stephen Bernard
Declarant

1 STEPHEN BERNARD, ESQ., SBN 56553
2 JESUS G. MORALES, ESQ., SBN 302194
3 BERNARD & BERNARD
4 10990 Wilshire Boulevard, Suite 1050
5 Los Angeles, CA 90024-4305
6 t: 310.312.0220
7 f: 310.312.0016

8 Attorneys for Defendant,
9 CHARLES I. SHEEN

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

12 3 G.I. CORPORATION, a California
13 Corporation;

14 Plaintiff,

15 v.

16 CHARLES I. SHEEN; and DOES 1 through 100,
17 inclusive;

18 Defendants.

Case No. BC643943

**DECLARATION OF CHARLES I.
SHEEN IN SUPPORT OF MOTION
TO AMEND JUDGMENT**

**Assigned For All Purposes: Dept. 78
Judge: Honorable Robert S. Draper**

RESERVATION ID: 230317906360

19 I, CHARLES I. SHEEN, declare that:

20 1. I am the Defendant and judgement creditor in this matter and if called as witness I
21 could and would competently testify to the facts contained herein of my own personal
22 knowledge.

23 2. This judgment resulted from the fraudulent lawsuit carried out against by my
24 former security guard, Itamar Gelbman ("Gelbman" hereinafter), and the award for Attorneys
25 Fees my lawyers obtained. The court on entered the judgment against Plaintiff 3 G.I. on
26 December 07, 2020 in the sum of \$128,712.20.

27 3. Mr. Gelbman was my security guard briefly in 2014. My former attorney had Mr.
28 Gelbman sign a contract, which he signed in his individual capacity. It was only later that Mr.

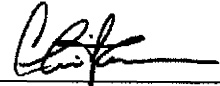
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Gelbman created a document which Mr. Gelbman purported to sign for 3 G.I. This was a fraudulent document.

4. Mr. Gelbman is the only person that I dealt with when he was providing security for me. Mr. Gelbman was the person that gave me the fraudulent Services Agreement in an inebriated state when I was legally incapacitated. It was also Mr. Gelbman who introduced the secret one-year term in the Services Agreement and the one who went through the elaborate procedure of securing my signature on the fraudulent Services Agreement after hiding it from my former attorney.

5. I remember seeing Mr. Gelbman, during the trial sitting next to his lawyer. Mr. Gelbman was visibly conversating and instructing his lawyer as to what to argue or how to proceed.

I declare under penalty of perjury the foregoing is true and correct. Executed at Los Angeles, CA, on 3/8/21.


CHARLES I. SHEEN



View a Reservation

Reservation

Reservation ID:
230317906360

Reservation Type:
Motion to Amend Judgment

Case Number:
BC643943

Case Title:
3 G I CORPORATION VS CHARLES I SHEEN

Filing Party:
Charles I Sheen (Defendant)

Location:
Stanley Mosk Courthouse - Department 78

Date/Time:
June 9th 2021, 8:30AM

Status:
RESERVED

Number of Motions:
1

Motions

Motion to Amend Judgment

 Reschedule >

 Cancel >

Reservation History

Status	Date	Status	Action
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Status Date

Status

Action

02/16/2021 10:31AM

Reserved by User

Date: June 9th 2021, 8:30AM

Location: Stanley Mosk Courthouse - Department 78

Motions: 1

[\\$ View Receipt](#)

[View reservation history prior to 12/03/2018](#)

[My Reservations](#)

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the City and County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10990 Wilshire Boulevard, Suite 1050, Los Angeles, California 90024.

On March 23, 2021, I served the foregoing documents described as:

DEFENDANT CHARLES I. SHEEN’S NOTICE OF MOTION AND MOTION TO AMEND JUDGEMENT TO ADD ALTER EGO; DECLARATION OF STEPHEN BERNARD IN SUPPORT THEREOF; DECLARATION OF CHARLES I. SHEEN IN SUPPORT THEREOF

on the interested parties by placing a true and correct copy thereof in sealed envelopes addressed as follows:

Berberian Ain LLP
500 North Central Ave., Suite 940
Glendale, CA 91203

Itamar Gelbam
3801 Sarah Springs Trail
Flower Mound, TX 75022

VIA CERTIFIED MAIL:

I am readily familiar with the firm's practice for collection and processing of correspondence for mailing. Under that practice such envelope(s) would be deposited with the U.S. postal service on March 23, 2021 with postage thereon fully prepaid, at Los Angeles, California.

VIA PERSONAL DELIVERY:

I caused the foregoing document(s) to be delivered via messenger service to the offices of the addressee pursuant to CCP § 1011.

VIA ELECTRONIC MAIL:

Via e-mail to the address shown above.

I declare under penalty of perjury under the laws of the state of California that the above is true and correct and was executed on March 23, 2021, at Los Angeles, California 90024.

/s/ Annette Mendoza
Annette Mendoza