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21 WORLD MECHANICAL INC., a California
22 Corporation; SHANGRI-LA CONSTRUCTION LP,
23 a Delaware Partnership; SHANGRI-LA
24 INDUSTRIES LLC, a Delaware LLC; HM LAND
25 DEVELOPMENT HOLDINGS LLC, a Delaware
26 Limited Liability Company; AW INVESTMENT
27 HOLDINGS LLC, a Delaware Limited Liability
28 Company; 450 G STREET LP, a Delaware
Partnership; 545 WORK STREET LP, a Delaware
Partnership; 180 SANBORN LP, a Delaware
Partnership; 1030 FAIRVIEW LP, a Delaware
Partnership; 1675 INDUSTRIAL PARK LP, a
Delaware Partnership; 1228 NORMANDIE LLC, a
Delaware Limited Liability Company; 12 CONEJO
LP, a Delaware Partnership; 1130 BROADWAY LP,
a Delaware Partnership; and ANDREW MEYERS
ABDUL WAHAB, an individual and resident of Los
Angeles County;

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

1 WORLD MECHANICAL INC., a California
2 Corporation; SHANGRI-LA
3 CONSTRUCTION LP, a Delaware
4 Partnership; SHANGRI-LA INDUSTRIES
5 LLC, a Delaware LLC; HM LAND
6 DEVELOPMENT HOLDINGS LLC, a
7 Delaware Limited Liability Company; AW
8 INVESTMENT HOLDINGS LLC, a
9 Delaware Limited Liability Company; 450 G
10 STREET LP, a Delaware Partnership; 545
11 WORK STREET LP, a Delaware Partnership;
12 180 SANBORN LP, a Delaware Partnership;
13 1030 FAIRVIEW LP, a Delaware Partnership;
14 1675 INDUSTRIAL PARK LP, a Delaware
15 Partnership; 1228 NORMANDIE LLC, a
16 Delaware Limited Liability Company; 12
17 CONEJO LP, a Delaware Partnership; 1130
18 BROADWAY LP, a Delaware Partnership;
19 and ANDREW MEYERS ABDUL WAHAB,
20 an individual and resident of Los Angeles
21 County;

Plaintiffs,

v.

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CODY HOLMES, an individual and resident
of Los Angeles County; MADELINE WITT,
an Individual and resident of Los Angeles
County; HOLMES INVESTMENT
CORPORATION, a California Corporation;
MILLENIUM PARTNERS, INC. d/b/a 310
REIT, a Delaware Corporation; 9301
CHEROKEE LANE, LLC, a Delaware
Limited Liability Company; HOLMES
CAPITAL CORP., a Delaware Corporation;
2248 BOWMONT DRIVE, LLC; a California
Limited Liability Company; HOLMES
ENTERPRISES COMPANY, a Delaware
Corporation; and DOES 1-20,

Defendants.

Case No. **24STCV02847**

UNLIMITED JURISDICTION

COMPLAINT

- (1) BREACH OF FIDUCIARY DUTY**
- (2) UNJUST ENRICHMENT**
- (3) CONVERSION**
- (4) INTENTIONAL INTERFERENCE WITH ECONOMIC RELATIONS**
- (5) NEGLIGENT INTERFERENCE WITH ECONOMIC RELATIONS**
- (6) IDENTITY THEFT UNDER CALIFORNIA PENAL CODE §530.5**
- (7) FRAUDULENT CONCEALMENT**
- (8) DECLARATORY JUDGMENT**

DEMAND FOR JURY TRIAL

1 Plaintiffs WORLD MECHANICAL INC. (“WMI”), SHANGRI-LA CONSTRUCTION
2 LP (“SLC”), SHANGRI-LA INDUSTRIES LLC (“SLI”), HM LAND DEVELOPMENT
3 HOLDINGS LLC, AW INVESTMENT HOLDINGS LLC, 12 CONEJO LP, 180 SANBORN LP,
4 450 G STREET LP, 545 WORK STREET LP, 1030 FAIRVIEW LP, 1130 BROADWAY STREET
5 LP, 1675 INDUSTRIAL PARK LP, 1228 NORMANDIE LLC (all together, the “SLI
6 AFFILIATES”), and ANDREW MYERS ABDUL WAHAB (“MEYERS”) (all together, the
7 “Plaintiffs”) hereby complains against Defendants CODY HOLMES (“HOLMES”), MADELINE
8 WITT (“WITT”), HOLMES INVESTMENT CORPORATION, MILLENIUM PARTNERS, INC.
9 d/b/a 310 REIT (“310 REIT”), 9301 CHEROKEE LANE, LLC (“CHEROKEE LANE”), 2248
10 BOWMONT DRIVE, LLC, HOLMES ENTERPRISES COMPANY, and HOLMES CAPITAL
11 CORP. (together, HOLMES INVESTMENT CORPORATION, 310 REIT, CHEROKEE LANE,
12 2248 BOWMONT DRIVE, LLC, HOLMES ENTERPRISES COMPANY, and HOLMES
13 CAPITAL CORP. are the “HOLMES ENTITIES”), and DOES 1-20, inclusive (collectively,
14 “Defendants”) and alleges as follows:

15 INTRODUCTION

16 1. Defendant HOLMES was, until recently, the Chief Financial Officer (“CFO”) for
17 SLI and the SLI AFFILIATES. For several years, and outside Plaintiffs’ knowledge and detection,
18 Defendant HOLMES abused that position to transfer vast sums of SLI and the SLI AFFILIATES’
19 cash and property to himself, to entities that he controls, and to his ex-girlfriend MADELINE
20 WITT; transfer ownership shares in the SLI AFFILIATES to himself; create false debt obligations
21 between the SLI AFFILIATES and entities that he controls; and engage in bank fraud and check
22 kiting with respect to SLI and the SLI AFFILIATES’ lenders, banks, and brokers. Defendant
23 HOLMES did this in order to maintain an extravagant lifestyle in Beverly Hills that included
24 outrageously expensive accommodations (specifically, a \$46,000/month primary residence rental
25 house), regular travel on private jets, exotic car purchases and leases, luxury consumer goods, and
26 regularly hosting extravagant parties. Defendant HOLMES not only abused his position as CFO,
27 but also California state funds that SLI and the SLI AFFILIATES received for the purpose of
28 constructing and maintaining affordable multi-family housing complexes throughout the state. SLI

1 separated from Defendant HOLMES on January 19, 2024. Now, Plaintiffs must try to fully
2 investigate and undo Defendant HOLMES' incalculable damage to SLI and the SLI AFFILIATES'
3 finances, reputation, and credibility with state and county regulators, lenders, and the general
4 public.

5 **BACKGROUND**

6 2. SLI is a real estate development company headquartered in Los Angeles, California.
7 It was founded in and around 2001 and in recent years has employed about 200-250 people. SLI's
8 affiliates include SLC, which specializes in general contracting and construction management,
9 Shangri-La Development, Inc., which specializes in real estate investing, acquisition, and
10 development, and WMI, which is a subcontractor that specializes in mechanical and plumbing
11 work. For the last five years, SLI has been focused on developing affordable housing projects
12 through partnerships with public grant programs.

13 3. SLI and the SLI AFFILIATES have utilized, and intended to utilize, funds from
14 state affordable housing programs (including Project Homekey administered by the California
15 Department of Housing and Community Development ("Homekey") and the Community Care
16 Expansion program administered by the California Department of Social Services ("CCE")) to
17 build and maintain affordable housing structures throughout California, including in Riverside,
18 Ventura, San Bernardino, San Diego, and Monterey Counties (the "SLI Projects" or "Projects").
19 SLI and its affiliates have sought to construct about thirty multi-family affordable housing projects
20 using public and private funding sources.

21 4. The SLI AFFILIATES include single-purpose entities that own and are responsible
22 for each of the SLI Projects. As discussed further in this Complaint, many of the Projects remain
23 incomplete due to the fiscal malfeasance and mismanagement of Defendant HOLMES.

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SLI Project Address	Entity-Owner	Number of Units	Completion Status
12 Conejo Blvd, Thousand Oaks, CA	12 Conejo LP	77	Incomplete (Construction Ongoing)

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SLI Project Address	Entity-Owner	Number of Units	Completion Status
180 Sanborn Street, Salinas, CA	180 Sanborn LP	59	Incomplete (Construction Not Yet Started)
190 Calle Primera in San Ysidro, CA	190 Calle Primera LP	68	Incomplete (Construction Not Yet Started)
450 G Street, San Bernardino, CA	45 G Street LP	77	Complete and Occupied
545 Work Street, Salinas, CA	545 Work Street LP	103	Incomplete (Construction Started but Halted)
1030 Fairview, Salinas, CA	1030 Fairview LP	44	Incomplete (Construction Started and Close to Completion)
1130 Broadway, King City	1130 Broadway Street LP	47	Incomplete (Construction Not Yet Started)
1675 Industrial Park, Redlands, CA	1675 Industrial Park LP	101	Complete and Occupied
1228 Normandie, Los Angeles, CA	1228 Normandie LLC	76	Incomplete (Construction Not Yet Started)

5. Plaintiff MEYERS is SLI's Chief Executive Officer (CEO), owner, and sole shareholder. Plaintiff MEYERS has served as CEO since around 2008.

6. In order to construct these affordable housing projects, the SLI AFFILIATES utilize their own capital, state program grant funds, and funds that are/were borrowed from various private lenders. Those privately-lent funds are memorialized by lender agreements and secured by deeds of trust on the corresponding Projects.

1 7. The Project Homekey program is a “statewide effort to sustain and rapidly expand
2 housing for persons experiencing homelessness or at risk of homelessness, and who are, thereby,
3 disproportionately impacted by and at increased risk for medical diseases or conditions due to the
4 COVID-19 pandemic or other communicable diseases.”¹ The program is administered by the
5 California Department of Housing and Community Development (“HCD”) and provides grant
6 funding to local public entities, including cities and counties within California. The mission of
7 Project Homekey is to renovate and repurpose hotels, motels, hostels, single-family homes and
8 multifamily apartments, etc. into permanent or interim housing for unhoused and low-income
9 individuals.

10 8. Defendant HOLMES started working at SLI as an intern in and around 2014 when
11 he was an undergraduate student at the University of Southern California. He continued to work at
12 SLI while finishing college and his Master’s degree in Finance—all the while cementing a
13 relationship with, and earning the trust of, Plaintiff CEO MEYERS. In and around 2019, SLI’s
14 then-CFO left the company; at that time, HOLMES was SLI’s Director of Finance. Meyers
15 promoted Defendant HOLMES to CFO because MEYERS believed HOLMES to be an intelligent
16 problem solver and resourceful employee.

17 9. Most importantly, MEYERS trusted Defendant HOLMES. MEYERS allowed
18 Defendant HOLMES to manage the finances of SLI, the SLI Affiliates, and the SLI Projects,
19 MEYERS would not have entrusted Defendant HOLMES with that level of responsibility—or
20 given him access to the SLI Affiliates’ highly sensitive financial information and free range to
21 manage those accounts—if he did not trust him. Defendant HOLMES exploited that trust and
22 intentionally deceived Plaintiffs in order to enrich himself and his then girlfriend, Defendant WITT.

23 10. As CFO, Defendant HOLMES’ responsibilities included, among other things,
24 overseeing the accounting departments of SLI and the SLI AFFILIATES, applying for and
25 overseeing the receipt of millions of dollars in public and private financing, interfacing with grant
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27 ¹ California Department of Housing and Community Development. “Program Background.”
28 [https://www.hcd.ca.gov/grants-and-funding/homekey/program-
background#:~:text=Building%20on%20the%20success%20of%20both%20Project%20Roomkey,to%20the%20CO
VID-19%20pandemic%20or%20other%20communicable%20diseases.](https://www.hcd.ca.gov/grants-and-funding/homekey/program-background#:~:text=Building%20on%20the%20success%20of%20both%20Project%20Roomkey,to%20the%20COVID-19%20pandemic%20or%20other%20communicable%20diseases.)

1 program managers (such as HCD and CCE), managing the expenses of developing and constructing
2 each of the SLI Projects, managing SLI's and the SLI AFFILIATES' payrolls, and ensuring the
3 timely repayment of the SLI and SLI Affiliates' creditors. Defendant HOLMES had access to SLI
4 and the SLI Affiliates' bank accounts and could transfer money between accounts as was necessary
5 for the job. He was responsible for maintaining the financial good health and direction of Plaintiffs'
6 business organization. His duties included overseeing the financial operations and policies that
7 governed Plaintiffs' business operations and for regularly and accurately reporting all financial
8 conditions to Plaintiffs and their majority owner, MEYERS. Defendant HOLMES' duties also
9 included ensuring that all of Plaintiffs' accounting records were maintained in an orderly, current
10 and accurate condition and that sufficient internal controls were in place to protect company assets.

11 11. For several years, however, Defendant HOLMES abused that power and
12 responsibility. Defendant HOLMES undertook a scheme to enrich himself at Plaintiffs' expense,
13 and carried out those acts without the knowledge or authorization of Plaintiff MEYERS or others
14 at SLI or the SLI AFFILIATES. Defendant HOLMES undertook those acts in order to benefit
15 himself, his HOLMES ENTITIES, and Defendant WITT, and without any benefit or purpose for
16 any of the Plaintiffs.

17 12. For example, in or around June 2023, Defendant HOLMES did not inform Plaintiff
18 MEYERS that several SLI AFFILIATES defaulted on loans from two lenders (namely, Arixa
19 Institutional Lending and Sunday Capital MP Loan Sales LLC). In fact, Defendant HOLMES lied
20 to MEYERS when he asked about the defaults by saying it was a mistake. Defendant HOLMES
21 caused SLI to plunge into financial chaos due to his mismanagement, lies, and outright theft.

22 13. Defendant HOLMES went to egregious lengths to conceal from Plaintiff MEYERS
23 and other SLI officers and employees the state of SLI and the SLI AFFILIATES' finances. These
24 included such steps such as disallowing the company's financial controller access to company bank
25 accounts; intercepting, and not sharing, Plaintiffs' physical mail; creating fake email addresses
26 (awahab@hfgholdings.com and aabdulwahab@homekey.com) and a phone number for Plaintiff
27 MEYERS to which only Defendant HOLMES had access; and engaging in bank fraud by providing
28 false information to the SLI AFFILIATES' lenders for the purpose of securing loans and funds.

1 14. Defendant HOLMES also went to significant lengths to transfer property to
2 Defendant WITT without Plaintiffs' detection or knowledge. For example, and among other things,
3 Defendant HOLMES created an email address for Defendant WITT that was associated with one
4 of the SLI AFFILIATES (mwitt@hfgholdingsllc.com) even though Defendant WITT was never
5 employed at, or associated with, any of the SLI AFFILIATES. Defendant HOLMES and
6 Defendant WITT also added Defendant WITT as a signatory and authorized account user for one
7 of WMI's bank accounts at Banc of California, again despite Defendant WITT having no
8 connection to that company or any of the other SLI AFFILIATES.

9 15. As a result of the Defendants' misconduct, Plaintiffs have experienced substantial
10 financial losses, including, but not limited to, millions of dollars of diverted funds that did not
11 benefit the Plaintiffs in any way, payroll shortfalls to SLI and the SLI AFFILIATES' dozens of
12 employees, payment of attorneys fees and consulting fees and other payments to outside consultants
13 to address Defendant HOLMES' misconduct, busted relationships with SLI's and the SLI
14 AFFILIATES' banks and lenders, tremendous reputational damage, and difficulties with SLI and
15 the SLI AFFILIATES' public grant program partners. Plaintiffs have also been unable to complete
16 the Projects that they have committed to finish with their public partners. In fact, as of the filing
17 of this Complaint, SLI and the SLI AFFILIATES' are parties to a number of ongoing lawsuits that
18 spring from cash shortfalls, missed payments, and contract breaches that are attributable to the
19 Defendants' misconduct. These lawsuits are identified in the attached **Exhibit A**.

20 16. Plaintiffs have been discovering and investigating the extent of the Defendants'
21 misconduct for several months. With the assistance of outside advisors and consultants, Plaintiffs
22 continue to learn more about the damage that Defendant HOLMES has done to Plaintiffs. Plaintiffs
23 separated from Defendant HOLMES on January 19, 2024.

24 **A. Defendant HOLMES Utilized A Number Of Entities To Commit His Offenses,**
25 **All Of Which Are His Alter Egos**

26 17. Defendant HOLMES has established, maintained, and operated the HOLMES
27 ENTITIES for the purpose of enriching himself and Defendant WITT by, among other things,
28 misappropriating property and funds that rightly belong to SLI and the SLI AFFILIATES. There

1 is a unity of interest and ownership between Defendant HOLMES and the HOLMES ENTITIES
2 such that the HOLMES ENTITIES are mere alter egos of Defendant HOLMES. This includes the
3 fact that Defendant HOLMES is the sole ultimate owner and controller of each of the HOLMES
4 ENTITIES; Defendant HOLMES has not adequately capitalized each of the HOLMES ENTITIES
5 in a manner sufficient to carry out any purpose for each of them; Defendant HOLMES has freely
6 and unilaterally moved funds between himself and the HOLMES ENTITIES for the sole purpose
7 of enriching himself; and Defendant HOLMES has not observed the corporate formalities
8 associated with separate existences for each of the HOLMES ENTITIES (such as maintaining
9 governance records, maintaining and observing operating agreements, and maintaining separate
10 bank accounts).

11 18. To fail to pierce the corporate veil between these entities, and fail to treat them as
12 alter egos of one another and of Defendant HOLMES, would lead to an unjust result. It is
13 inequitable for the corporate owner to hide behind the corporate form, since Defendant HOLMES
14 has perpetuated a fraudulent and bad faith outcome through the abuse of the separate identities of
15 the HOLMES ENTITIES. Among other things, Defendant HOLMES has used the HOLMES
16 ENTITIES in order to transfer money from SLI and SLI AFFILIATES to his and Defendant
17 WITT'S personal accounts and has used the HOLMES ENTITIES to impose fraudulent debts and
18 encumbrances on SLI and the SLI AFFILIATES. He has also used the HOLMES ENTITIES to
19 conceal his wrongdoing from the Plaintiffs.

20 **THE PARTIES**

21 19. SLI is a limited liability company with its principal place of business in Los Angeles
22 County.

23 20. SLC is a limited partnership with its principal place of business in Los Angeles
24 County.

25 21. WMI is a corporation with its principal place of business in Los Angeles County.

26 22. HM LAND DEVELOPMENT HOLDINGS LLC is a limited liability company with
27 its principal place of business in Los Angeles County.

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1 23. AW INVESTMENT HOLDINGS LLC is a limited liability company with its
2 principal place of business in Los Angeles County.

3 24. 450 G STREET LP is a partnership with its principal place of business in Los
4 Angeles County.

5 25. 545 WORK STREET LP is a partnership with its principal place of business in Los
6 Angeles County.

7 26. 180 SANBORN LP is a partnership with its principal place of business in Los
8 Angeles County.

9 27. 1030 FAIRVIEW LP is a partnership with its principal place of business in Los
10 Angeles County.

11 28. 1675 INDUSTRIAL PARK LP is a partnership with its principal place of business
12 in Los Angeles County.

13 29. 1228 NORMANDIE LLC is a limited liability company with its principal place of
14 business in Los Angeles County.

15 30. 12 CONEJO LP is a partnership with its principal place of business in Los Angeles
16 County.

17 31. 1130 BROADWAY LP is a partnership with its principal place of business in Los
18 Angeles County.

19 32. ANDREW MEYERS ABDUL WAHAB is a resident of Los Angeles County.

20 33. On information and belief, HOLMES is a resident of Beverly Hills, CA.

21 34. On information and belief, WITT is a resident of Beverly Hills, CA.

22 35. On information and belief, HOLMES INVESTMENT CORPORATION is a
23 California Corporation with its principal place of business in Los Angeles County.

24 36. On information and belief, MILLENIUM PARTNERS, INC. d/b/a 310 REIT is a
25 Delaware Corporation with its principal place of business in Los Angeles County.

26 37. On information and belief, 9301 CHEROKEE LANE, LLC is a Delaware Limited
27 Liability Company with its principal place of business in Los Angeles County.

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1 38. HOLMES CAPITAL CORP. is a Delaware Corporation with its principal place of
2 business in Los Angeles County.

3 39. On information and belief, HOLMES ENTERPRISES COMPANY is a Delaware
4 Corporation with its principal place of business in Los Angeles County.

5 40. On information and belief, 2248 BOWMONT DRIVE, LLC is a California limited
6 liability company with its principal place of business in Los Angeles County.

7 **JURISDICTION AND VENUE**

8 41. This Court has jurisdiction over this action because Defendant HOLMES and
9 Defendant WITT are domiciled in the State of California and residents of Los Angeles County. The
10 principal place of business for all of the HOLMES ENTITIES is California. Most if not all of the
11 conduct which led to the filing of this lawsuit occurred in Los Angeles County.

12 **FACTS RELEVANT TO ALL CAUSES OF ACTION**

13 A. **Defendant HOLMES Embezzled Company Money Through Making**
14 **Unauthorized Transfers From SLI, WMI, And SLC Bank Accounts Into His**
15 **Own Personal Accounts, Defendant WITT's Personal Accounts, And To His**
16 **Various Entities**

17 42. Beginning no later than July 12, 2022 and continuing until no earlier than September
18 5, 2023, Defendants HOLMES and WITT transferred funds, including those in the following chart,
19 from SLI and the SLI AFFILIATES to an account held by Defendant HOLMES, Defendant WITT,
20 or one of the HOLMES ENTITIES. None of these transactions had any legitimate purpose for SLI
21 or the SLI AFFILIATES, such as compensating Defendant HOLMES for his services or
22 reimbursing Defendant HOLMES for payments he made on SLI's or one of the SLI AFFILIATES'
23 behalf. No one outside of Defendant HOLMES was aware of, or authorized, any of the transactions
24 before or at the time that each of them were made. These transactions took the form of, among
25 other means, direct wire transfers, cash withdrawals, and/or payments by check.

26 43. Defendant HOLMES facilitated these transfers in part by changing the beneficiaries
27 listed in Oracle Textura, a software payment processing platform that can be used to track and
28 resolve contractor invoices, from the SLI AFFILIATES to bank accounts that he controlled for

1 himself (rather than accounts belonging to SLI and the SLI AFFILIATES). In so doing, Defendant
 2 HOLMES intercepted funds that should have been delivered to SLI and the SLI AFFILIATES.

3 44. These embezzling transactions, as well as attempted transactions, include, but are
 4 not limited to, the following:

Date of Transfer	Amount	Plaintiff-Payor	Defendant-Recipient
2/10/2023	\$6,050,000	SLC	Defendant HOLMES
9/5/2023	\$25,000	WMI	Defendant HOLMES
9/5/2023	\$100,000	SLI	Defendant HOLMES
2023	\$100,000	1030 Fairview LP	Defendant WITT
5/11/2023	\$215,000	WMI	Defendant 9301 CHEROKEE LANE LLC
6/2/2023	\$20,000	SLC	Defendant HOLMES
6/2/2023	\$95,000	SLC	Defendant 9301 CHEROKEE LANE LLC
6/16/2023	\$15,000	SLC	Defendant HOLMES
5/12/2023	\$98,000	SLC	Defendant 9301 CHEROKEE LANE LLC
7/12/2022	\$10,000	WMI	Defendant WITT
5/15/2023	\$75,000	SLC	Defendant 9301 CHEROKEE LANE LLC
5/16/2023	\$93,000	SLC	Defendant 9301 CHEROKEE LANE LLC
5/16/2023	\$115,000	SLC	Defendant 9301 CHEROKEE LANE LLC
5/26/2023	\$101,000	SLC	Defendant HOLMES
5/30/2023	\$20,000	SLC	Defendant 9301 CHEROKEE LANE LLC

Date of Transfer	Amount	Plaintiff-Payor	Defendant-Recipient
10/3/23-10/9/23	\$119,681.95 (through diverted Oracle Textura invoice payments)	WMI	Defendant HOLMES

B. Defendant HOLMES Made Payments From SLI And The SLI Affiliates To His Own, And Defendant WITTS', Personal Creditors And Obligees

45. Defendant HOLMES not only transferred funds out of SLI and the SLI Affiliates, he also caused SLI and the SLI AFFILIATES to directly pay company funds to his and Defendant WITTS' creditors, vendors, landlords, and other obligees. None of these payments benefitted SLI or any of the SLI AFFILIATES in any way, and no one outside of Defendant HOLMES was aware of or authorized any of these payments at the time they were made. In fact, many of these payments were clearly made in order to support Defendant HOLMES' and WITTS' extravagant personal lifestyles.

Date of Payment	Amount	Plaintiff-Payor	Recipient	Purpose of Payment
11/16/22	\$35,000	WMI	Pacific Global Auction	Purchase of Audemars Piaget Diamond Watch
11/21/22	\$14,000	WMI	Bidhaus	Purchase of Chanel Shoulder Bag, Louis Vitton Travel Bag, and Chanel Hand Bag
10/5/22	\$16,839.38	WMI	Bidhaus	Purchase of Hermes Orange Togo Birkin 30 GHW
10/6/22	\$14,119.17	WMI	Bidhaus	Purchase of Two Chanel and one Louis Vuitton

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Date of Payment	Amount	Plaintiff-Payor	Recipient	Purpose of Payment
				Handbags
11/19/22	\$127,072.75	WMI	Bidhaus	Purchase of 53 ctw 3 Prong Diamond Riviera Necklace 18K White Gold
5/2/22	\$111,075	WMI	GWS Auctions	Purchase of Hermes Himalayan Niloticus Crocodile Birkin 30 PHW
5/10/23	\$20,000	WMI	Granite Escrow	Escrow payment for property at 2248 Bowmont Drive, Beverly Hills, CA 90210
Monthly, from at least 9/22/22 to 8/31/23	\$48,000	WMI	JG Family Trust	Rental Payment for Residential Lease Located at 2210 Bowmont Drive, Beverly Hills, CA 90210
2/7/23	\$43,475	WMI	FLYIRONBIRD	Payment for private jet travel
4/11/23	\$53,400	SLI	VIP Concierge	Payment for 20 Special Events passes at the Coachella Music and Arts Festival
5/27/22	\$12,000	WMI	Department of Education	Payment for student loan

Date of Payment	Amount	Plaintiff-Payor	Recipient	Purpose of Payment
6/20/23	\$5,000/monthly	WMI	Premier Financial Services	Monthly Payments for Ferrari Portofino Lease

C. Defendant HOLMES Made False Statements To Plaintiffs’ Banks And Lenders In Order To Conceal His Fraudulent Activity And Perpetuate His Misappropriation

46. Defendant HOLMES made false statements to lenders, and lenders’ representatives, in order to qualify for loans and financing for which, due to his own mismanagement of and misappropriation from the company, SLI and the SLI AFFILIATES did not otherwise qualify. Defendant HOLMES falsified information about SLI’s and the SLI AFFILIATES’ financial condition, and even about his own and the HOLMES ENTITIES’ financial condition, in order to induce these institutions to extend financing for the SLI Projects. Defendant HOLMES falsely presented himself and the HOLMES ENTITIES as qualified co-signers and guarantors on some of those loans, again because of his own mismanagement and misconduct, his individual participation was necessary to secure that financing.

47. Among other such conduct, Defendant HOLMES, on or about the following dates:

- a. On or about March 14, 2023, in order to qualify to be a guarantor for a refinancing loan from Sunday Capital for 1030 Fairview LP, Defendant HOLMES sent bank statements from a Goldman Sachs Brokerage Account valued at an inflated and false amount of \$8,004,273.94. In fact, Defendant HOLMES drafted or manipulated those statements to include false information about his personal wealth, including by misrepresenting the source of funds in that account.
- b. On or about October 13, 2023, in order to qualify to be a guarantor for loans for the 1030 Fairview, 180 Sanborn, and 1130 Broadway Properties, Defendant HOLMES sent false Goldman Sachs Brokerage Account bank

1 statements to Private Capital Investors. In fact, Defendant HOLMES drafted
2 or manipulated those statements to include false information about his
3 personal wealth.

4 **D. Defendant HOLMES Fraudulently Executed Documents That Purported To**
5 **Transfer Ownership Stakes In The SLI AFFILIATES To Himself Or To His**
6 **HOLMES ENTITIES**

7 48. Defendant HOLMES, without the knowledge or authorization of anyone but
8 himself, executed documents, including Operating Agreements and other company records,
9 purporting to transfer ownership stakes in the SLI AFFILIATES to himself. Plaintiffs seek a
10 termination and cancellation of these instruments, which include the following:

Name of Affected SLI AFFILIATE	Date of Purported Transfer	Purported Transferee	Description of Purported Transfer
AW Investment Holdings LLC	3/7/19	HOLMES INVESTMENT CORP.	Amendment of Operating Agreement to show Transfer of 50% ownership to HOLMES INVESTMENT CORP
HM LAND DEVELOPMENT HOLDINGS LLC	6/28/22	HOLMES	Amendment of Operating Agreement to show Transfer of 100% Ownership to HOLMES
SLI	10/15/18	HOLMES	Amendment of Operating Agreement to Show Transfer of 50% Ownership to HOLMES

1 **E. Defendant HOLMES Caused The SLI AFFILIATES To Enter Into Fraudulent**
2 **Lending Relationships With His Own HOLMES ENTITIES, In Order To**
3 **Indebt The SLI AFFILIATES To Himself, And Other Lenders In Order To**
4 **Conceal His Other Embezzlements And Misappropriation**

5 49. Defendant HOLMES, without the authorization or knowledge of anyone other than
6 himself, created fraudulent lending documents to create obligations and indebtedness on behalf of
7 SLI and the SLI AFFILIATES to his own, and his HOLMES ENTITIES', benefit. The effect of
8 this misconduct has been to create obligations on the part of SLI and the SLI AFFILIATES to
9 Defendant HOLMES, as well as to allow HOLMES to place liens on SLI and the SLI
10 AFFILIATES' property that encumber the sale and further financing of that property.

11 50. Among other examples of this conduct:

- 12 a. On or about March 22, 2023, Defendant HOLMES recorded a fraudulent
13 Deed of Trust on the 1030 Fairview property. Defendant HOLMES falsely
14 represented in that document that 1030 Fairview LP owes money to
15 MILLENIUM PARTNERS INC DBA 310 REIT, which is secured by that
16 fraudulent Deed of Trust.
- 17 b. Even though Plaintiff MEYERS and the SLI AFFILIATES paid cash for a
18 property located at 1228 Normandie in Los Angeles in or around September
19 2021—which means the property was completely debt free—Plaintiff
20 MEYERS and the SLI AFFILIATES received notices of default for the
21 property on or around June 2023. On information and belief, Defendant
22 HOLMES, without Plaintiffs' knowledge or authorization, encumbered the
23 property with loans and then allowed the loans to default. Further, when
24 confronted about the loan on 1228 Normandie, Defendant HOLMES lied to
25 Plaintiffs and said that the property was used as collateral on other loans and
26 that the encumbrance would be removed, which never happened Further, on
27 or about September 29, 2023, Defendant HOLMES executed an
28 unauthorized Forbearance Agreement for a loan from Lone Oak Fund, LLC
in the amount of \$2,000,000 which indebted 1228 NORMANDIE, LLC.

1 The Forbearance Agreement was secured by a Deed of Trust, dated
2 December 2, 2021, that encumbered the property. Finally, Defendant
3 HOLMES executed another loan for 1228 Normandie LLC with PBREI
4 LLC on October 13 2023 in the amount of \$2,600,000.

5 c. On or about October 19, 2023 Defendant HOLMES encumbered 1228
6 Normandie LLC with a Promissory Note secured by a Deed of Trust “due to
7 several late payments of the rent on the lease agreement on the property
8 located at 2210 Bowmont Dr. Beverley Hills, CA 90210” payable to the
9 order The JG Family Trust, represented by Joseph Golshan (“Lender”), the
10 principal sum of \$150,000.00, together with fixed interest at an amount of
11 \$15,000.00.”

12 **F. Defendant HOLMES Engaged In Check Kiting To Artificially Inflate SLI’s**
13 **And The SLI AFFILIATES’ Bank Account Balances In Order To Conceal His**
14 **Misconduct**

15 51. Defendant HOLMES drafted checks drawn on his HOLMES ENTITIES’ bank
16 accounts and deposited them into SLI’s and the SLI AFFILIATES’ bank accounts. Defendant
17 HOLMES knew when he drafted and deposited these checks, however, that his HOLMES
18 ENTITIES’ bank accounts did not have sufficient funds to cover these checks. As a result, while
19 those checks provided SLI and the SLI AFFILIATES with a few days’ of funds, the banks retracted
20 those funds after confirming that the checks’ payors did not have sufficient balances to cover the
21 checks. As a result of Defendant HOLMES’ misconduct, SLI’s and the SLI AFFILIATES’ banks
22 returned dozens or even hundreds of checks over a few months time as “Not Sufficient Funds”
23 (“NSF”) and, in some cases, terminated their banking relationships with SLI and the SLI
24 AFFILIATES.

25 52. Defendant HOLMES did this in order to conceal his fraudulent scheme from SLI’s
26 officers and employees, and used these falsely-derived funds to perform critical tasks like fund
27 payroll and pay vendors. Defendant HOLMES knew, however, that he was putting SLI and the
28 SLI AFFILIATES at serious risk by depositing funds using checks that were not based on sufficient
bank account balances.

1 53. On or about the following dates, Defendant HOLMES fraudulently drafted and
2 deposited the following checks into SLI's and the SLI ENTITIES' bank accounts, while knowing
3 that the HOLMES ENTITIES' bank account balances were not sufficient to cover these checks.

4 All of these funds were ultimately retracted by the depositing banks as "Not Sufficient Funds."

Date of Check	Check Payor	Deposit Account Holder	Check Amount
4/20/23	Defendant 9301 CHEROKEE LANE, LLC	WMI	\$178,000
8/1/23	Defendant 9301 CHEROKEE LANE, LLC	SLC	\$100,000
8/1/23	Defendant 9301 CHEROKEE LANE, LLC	WMI	\$200,000
9/28/23	Defendant 2248 BOWMONT DRIVE, LLC	WMI	\$219,089
9/27/23	Defendant 2248 BOWMONT DRIVE, LLC	SLC	\$243,788

22
23 **G. Defendant HOLMES Fraudulently Used Other Peoples' Identifying**
24 **Information, Including That Of Plaintiff MEYERS, To Facilitate His**
25 **Misappropriation From SLI And The SLI AFFILIATES As Well As His**
26 **Misconduct**

27 54. Defendant HOLMES, without the authorization or knowledge of those individuals,
28 fraudulently used individuals' personally identifying information (PII) in order to make false

1 representations to third parties, including public program grant administrators, lenders, and lenders'
2 brokers, in order to facilitate and conceal his misconduct.

3 55. For example, on January 2, 2024, Defendant HOLMES provided CCE
4 administrators a letter purporting to come from an employee of a company he created (Millenium
5 Partners), to create the false impression that Millenium Partners was a lender that regarded SLI in
6 good standing. Defendant HOLMES signed that letter with the name of a supposed representative
7 of Millenium Partners. In truth, however, Defendant HOLMES copied that signature from an
8 employee of BMO Harris Bank. Defendant HOLMES used that employee's PII in order to falsely
9 represent to CCE administrators that one of SLI's lenders held SLI in good standing.

10 56. Other examples of Defendant HOLMES' unauthorized and illegal use of Plaintiffs'
11 PII is as follows:

- 12 a. On or about June 5, 2022, Defendant HOLMES forged MEYERS' signature
13 for the lease of his house rental at 2210 Bowmont Drive, Beverly Hills, CA
14 90210, which *totaled \$46,000/monthly*.
- 15 b. On or about April 12, 2022, Defendant HOLMES forged MEYERS'
16 signature in the leasing agreement for his 2021 Bentley Bentayaga. When
17 Plaintiff MEYERS asked Defendant HOLMES why Avtech Capital—the
18 lender for the Bentley—was contacting him, after initially stating that
19 Avtech Capital financed generators, Defendant HOLMES again lied and
20 said, "About 3 years ago I signed for a lease for my dad that he paid for under
21 Holmes Enterprises that avtech financed and got separate insurance on. Its
22 not under Shangri-La. About 4-5 months ago when he bought his range
23 rover, I took over his lease and sold the asset as it is up next month anyways."
24 Defendant HOLMES also used the fake email he created
25 awahab@hfgholdingsllc.com for communications with Avtech Capital.
- 26 c. On information and belief, Defendant HOLMES forged MEYERS'
27 signature on loan documents to take out additional loans—of which,
28 Plaintiffs were not aware—to cover his prior embezzlements, which

1 enriched himself, his entities, and, Defendant WITT. On or about June 22,
2 2023, Defendant HOLMES forged MEYERS' signature on a refinancing
3 Letter of Interest for Capital Funding Financial for a loan for 1030 Fairview,
4 LP in the amount of \$9,660,000.

5 d. Defendant HOLMES manufactured and subsequently provided a fake email
6 and phone number of "Andrew" to Banc of California representatives on
7 4/3/23: awahab@hfgholdingsllc.com and 424-208-0758. MEYERS had no
8 knowledge of the existence of either the email or phone number. Defendant
9 HOLMES used a fake email to enable himself to make fraudulent
10 transactions—including forging his signature on documents—and embezzle
11 from the company without MEYERS' knowledge.

12 e. HOLMES instructed Old Republic Title Company ("Old Republic") to send
13 a loan document to the awahab@hfgholdingsllc.com email to be signed.
14 Defendant HOLMES sought to mislead Old Republic into believing they
15 were sending the loan document to MEYERS—Defendant HOLMES said,
16 "Yes he's in an appointment but will sign in a few min."—and the email
17 chain indicates that this loan agreement was in fact signed. On information
18 and belief, Defendant HOLMES forged MEYERS' signature on this loan
19 document and misrepresented to Old Republic that it was MEYERS who
20 signed.

21 **FIRST CAUSE OF ACTION: BREACH OF FIDUCIARY DUTY**

22 **Against Defendant HOLMES**

23 57. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporate those
24 allegations herein.

25 58. Defendant HOLMES was SLI's Chief Financial Officer. Defendant HOLMES
26 knowingly and voluntarily undertook that role to be one of SLI's executive officers. As part of that
27 relationship, defendant HOLMES enjoyed the confidence and trust of, and owed fiduciary duties
28 to, each of the Plaintiffs.

1 59. Defendant HOLMES acted on Plaintiffs' behalf for the purpose of, among other
2 things, managing SLI's and the SLI AFFILIATES' financial affairs (such as paying operating costs
3 and expenses, payroll, and other vendors), tracking SLI and the SLI AFFILIATES' spending,
4 assisting MYERS and ensuring that SLI and the SLI AFFILIATES had sufficient cash to remain
5 operable and solvent.

6 60. Defendant HOLMES breached his fiduciary obligations to SLI and failed to act as
7 a reasonably careful fiduciary would have acted under the same or similar circumstances. Namely,
8 defendant HOLMES knowingly and intentionally misappropriated significant amounts of SLI and
9 the SLI AFFILIATES' cash and other property for the benefit of himself, the HOLMES ENTITIES,
10 and DEFENDANT WITT and those person's and entities' personal consumption and enjoyment.

11 61. Plaintiffs SLI and the SLI AFFILIATES were harmed by defendant HOLMES'
12 breach of his fiduciary duties to SLI, and Defendant HOLMES' conduct was a substantial factor in
13 causing Plaintiffs that harm.

14 **SECOND CAUSE OF ACTION: UNJUST ENRICHMENT**

15 **Against All Defendants**

16 62. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporate those
17 allegations herein.

18 63. Defendants HOLMES, the HOLMES ENTITIES, and DEFENDANT WITT were
19 all unjustly enriched in that they received benefits, namely, property that defendant HOLMES
20 knowingly and intentionally misappropriated from Plaintiffs SLI and the SLI ENTITIES.
21 Defendants HOLMES, the HOLMES ENTITIES, and DEFENDANT WITT would not have
22 received those benefits without Defendant HOLMES' misappropriation and misconduct.

23 64. Defendants HOLMES, the HOLMES ENTITIES, and DEFENDANT WITT all
24 knew, or had reason to know, that they had no justifiable basis to receive this property and that such
25 property was obtained through defendant HOLMES misappropriation and misconduct. Defendants
26 HOLMES, the HOLMES ENTITIES, and DEFENDANT all knew that defendant HOLMES'
27 transfer of that property to the Defendants provided no benefit or purpose to any of the Plaintiffs.

28

1 **THIRD CAUSE OF ACTION: CONVERSION**

2 **Against Defendants HOLMES and the HOLMES ENTITIES**

3 65. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporate those
4 allegations herein.

5 66. Plaintiffs SLI and the SLI ENTITIES had a right to possess the items of personal
6 property, among other items of personal property, that are listed in the attached Exhibit A (the
7 “Converted Property”).

8 67. Defendants HOLMES and the HOLMES ENTITIES substantially interfered with
9 Plaintiffs SLI and SLI ENTITIES’ ownership, use, possession, and access to the Converted
10 Property by knowingly and intentionally taking improper possession of that property and
11 preventing Plaintiffs SLI and the SLI ENTITIES from having access to that property.

12 68. Plaintiffs SLI and the SLI ENTITIES did not consent to Defendants HOLMES and
13 the HOLMES ENTITIES’ interference with Plaintiffs SLI and the SLI ENTITIES’ ownership, use,
14 possession, and access to the Converted Property.

15 69. Plaintiffs SLI and the SLI ENTITIES were seriously harmed by Defendants
16 HOLMES and the HOLMES ENTITIES’ conversion of the Converted Property. Defendant
17 HOLMES and the HOLMES ENTITIES’ conduct was a substantial factor in causing Plaintiffs SLI
18 and the SLI ENTITIES’ harm.

19 **FOURTH CAUSE OF ACTION: INTENTIONAL INTERFERENCE WITH ECONOMIC**
20 **RELATIONS**

21 **Against Defendant HOLMES**

22 70. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporates those
23 allegations herein.

24 71. Defendant HOLMES was at all times during the conduct which led to this action an
25 officer of the SLI AFFILIATES and had duties and powers over company contracts and
26 agreements. Defendant HOLMES knew that SLI and the SLI AFFILIATES had contracts with
27 third party entities, including state program grantors, lenders, and financial institutions.

28 72. In particular:

1 a. Instead of conducting himself in a manner to benefit the SLI AFFILIATES,
2 Defendant HOLMES intentionally interfered with agreements, loan agreements, and deeds of trust
3 which caused certain SLI AFFILIATES to be in breach of Standard Agreements that they had
4 signed with public entities in the Project Homekey program.

5 b. The following SLI AFFILIATES breached loan agreements and/or Standard
6 Agreements as a result of Defendant HOLMES' misconduct: 450 G STREET LP, 545 WORK
7 STREET LP, 180 SANBORN LP, 1030 FAIRVIEW LP, 1675 INDUSTRIAL PARK LP, 1228
8 NORMANDIE LLC, 12 CONEJO LP, and 1130 BROADWAY LP.

9 c. As a result of Defendant Holmes' misconduct, SLI AFFILIATES defaulted
10 on loan obligations with the following lenders: Sunday Capital MP Loan Sales LLC, Pacific Point
11 Realty Fund LLC, Arixa Institutional Lending Partners LLC, PMF Partners LLC, and BMO Harris
12 Bank, among others.

13 73. Furthermore, as a result of Defendant Holmes' misconduct, SLI AFFILIATES'
14 professional reputation has been tarnished, which impairs its current ability to enter into contracts.

15 74. Defendant HOLMES' conduct prevented performance or made performance more
16 expensive or difficult, which denied Plaintiffs the benefits of the economic relationships it had with
17 contractors, lenders, and public entities.

18 75. Defendant HOLMES, by undertaking the conduct described above, intended to
19 disrupt the performance of these contracts or knew that disruption of performance was certain or
20 substantially certain to occur—thereby denying Plaintiffs the benefit of its economic relationships
21 under contract.

22 76. As a direct and proximate result of Defendant HOLMES' conduct, Plaintiffs were
23 harmed.

24 **FIFTH CAUSE OF ACTION: NEGLIGENT INTERFERENCE WITH ECONOMIC**
25 **RELATIONS**

26 **Against Defendant HOLMES**

27 77. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporates those
28 allegations herein.

1 78. Defendant HOLMES was at all times during the conduct which led to this action an
2 officer of the SLI AFFILIATES and had duties and powers over company contracts and
3 agreements.

4 79. Instead of conducting himself in a manner to benefit the SLI AFFILIATES,
5 Defendant HOLMES acted negligently with loan agreements and deeds of trust which caused
6 certain SLI AFFILIATES to be in breach of Standard Agreements Plaintiffs had with public entities
7 in the Project Homekey program.

8 80. In particular:

9 a. Instead of conducting himself in a manner to benefit the SLI AFFILIATES,
10 Defendant HOLMES intentionally interfered with agreements, loan agreements, and deeds of trust
11 which caused certain SLI AFFILIATES to be in breach of Standard Agreements that they had
12 signed with public entities in the Project Homekey program.

13 b. The following SLI AFFILIATES breached loan agreements and/or Standard
14 Agreements as a result of Defendant HOLMES' misconduct: 450 G STREET LP, 545 WORK
15 STREET LP, 180 SANBORN LP, 1030 FAIRVIEW LP, 1675 INDUSTRIAL PARK LP, 1228
16 NORMANDIE LLC, 12 CONEJO LP, and 1130 BROADWAY LP.

17 c. As a result of Defendant Holmes' misconduct, SLI AFFILIATES defaulted
18 on loan obligations with the following lenders: Sunday Capital MP Loan Sales LLC, Pacific Point
19 Realty Fund LLC, Arixa Institutional Lending Partners LLC, PMF Partners LLC, and BMO Harris
20 Bank, among others.

21 81. As a result of Defendant Holmes' negligence, SLI AFFILIATES' professional
22 reputation has been tarnished, which impairs its current ability to enter into contracts.

23 82. Defendant HOLMES' negligent conduct prevented performance or made
24 performance more expensive or difficult, which denied Plaintiffs the benefits of the economic
25 relationships it had with contractors, lenders, and public entities.

26 83. Defendant HOLMES, by undertaking the conduct described above, acted
27 negligently which disrupted the performance of these contracts or he knew that disruption of
28

1 performance was certain or substantially certain to occur—thereby denying Plaintiffs the benefit of
2 its economic relationships under contract.

3 84. As a direct and proximate result of Defendant HOLMES' negligence, Plaintiffs
4 sustained financial and reputational harm.

5 **SIXTH CAUSE OF ACTION: IDENTITY THEFT**

6 **Against Defendant HOLMES**

7 85. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporates those
8 allegations herein.

9 86. Defendant HOLMES committed identity theft against Plaintiff MEYERS in
10 violation of California Penal Code 530.5. Defendant HOLMES willfully obtained personal
11 identifying information, namely, as defined in California Penal Code 530.55, the name, address,
12 telephone number, identification number, and date of birth, among other information, belonging to
13 Plaintiff MEYERS.

14 87. Defendant HOLMES used Plaintiff MEYERS' personal identifying information for
15 unlawful purposes, namely, among others, obtaining credit, goods, services, and real property,
16 without the consent of Plaintiff MEYERS, including but not limited to the following:

Description of Money or Property Interest	Personally-Identifying Information that was Used	Date of Use of Personally-Identifying Information
Co-Signing of Lease for 2210 Bowmont Dr., Beverly Hills, CA	Plaintiff MEYERS' Name	No later than September 2021
0 Off Bowmont-Hazen, Beverly Hills, CA 90210	Plaintiff MEYERS' Name	In and around August 2022
1162 Sunset Hills Road, Los Angeles, CA 90069	Plaintiff MEYERS' Name	In and around June 2021
Purchase Finance and Forbearance Agreement for Bentley Bentayaga	Plaintiff MEYERS' Name	April 12, 2022

1 **SEVENTH CAUSE OF ACTION: FRAUDULENT CONCEALMENT**

2 **Against Defendant HOLMES**

3 88. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporates those
4 allegations herein.

5 89. Defendant HOLMES concealed material facts from Plaintiffs, including, but not
6 limited to (1) the fact that loans were in imminent risk of default; (2) that MEYERS was listed as a
7 co-signer on the 9301 Cherokee Lane property and in the leasing agreement for Defendant
8 HOLMES' 2021 Bentley Bentayaga; and (3) that WMI and SLC were unable to pay for payroll and
9 subcontractor invoice obligations.

10 90. As Defendant HOLMES was the CFO, he had a duty to disclose these facts to
11 Plaintiffs.

12 91. Defendant HOLMES intended to defraud Plaintiffs and intended to conceal or
13 suppress facts through his multiple forgeries and entering into loan refinance agreements without
14 Plaintiffs' knowledge or consent.

15 92. As Defendant HOLMES was the CFO, he had a duty to maintain the company's
16 solvency. As such, Plaintiffs were unaware of the potential loan defaults and other financial issues
17 and would not have acted as they did if they had known of the concealed or suppressed facts.

18 93. Plaintiffs sustained financial and reputational harm as a result of Defendant
19 HOLMES' concealment or suppression of these material facts.

20 **EIGHTH CAUSE OF ACTION: DECLARATORY JUDGMENT**

21 **Against All Defendants**

22 94. Plaintiffs reallege the allegations of paragraphs 1 through 56 and incorporates those
23 allegations herein.

24 95. A declaratory judgment is necessary and appropriate at this time because all
25 Defendants are in current possession, including being named on titles, of Plaintiffs' property.

26 96. Plaintiffs seek a declaratory judgment stating that this property is rightfully owned
27 by Plaintiffs.

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1 97. Plaintiffs seek a determination that the following documents, and others that will
2 later be found to be fraudulent, were obtained without authorization, through fraud, or are otherwise
3 invalid, and are therefore unenforceable against Plaintiffs:

- 4 • Defendant HOLMES' Lease for his rental house at 2210 Bowmont Drive, Beverly
5 Hills, CA
- 6 • Bentley Forbearance Agreement with Avtech Capital dated February 24, 2021
- 7 • Transfers of ownership in the following companies: Shangri-La Industries, LLC;
8 AW Investment Holdings, LLC; and HM Land Development Holdings LLC.
- 9 • Promissory Note Secured by Deed of Trust on 1228 Normandie LLC to repay
10 Defendant HOLMES late rent payments (\$150,000) and interest (\$15,000) for 2210
11 Bowmont Drive, Beverly Hills, CA 90210
- 12 • Loan Agreement between 1228 Normandie LLC and PBREI, LLC dated October
13 13, 2023 in the amount of \$2,600,000
- 14 • Forbearance Agreement for 1228 Normandie, LLC with Lone Oak Fund, LLC in
15 the amount of \$2,000,000 dated September 29, 2023, in connection with a
16 Promissory Note dated December 2, 2021
- 17 • Promissory Note for \$5,000,000 between 1030 Fairview LP and Millenium Partners
18 Inc., dba 310 REIT dated March 22, 2023
- 19 • Letter of Interest for Capital Funding Financial dated June 22, 2023, for a proposed
20 loan of \$9,660,000

21 **PRAYER FOR RELIEF**

22 **WHEREFORE, Plaintiffs prays for relief against Defendants, and each of them, as follows:**

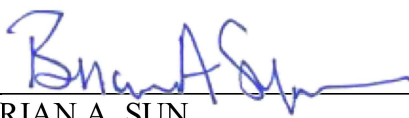
- 23 **1. For damages in an amount totaling at least \$20,000,000.00 and for such greater sum**
24 **as is found to be illegitimately taken by Defendants.**
- 25 **2. For damages in an amount equal to the financial exposure to third parties, and lost**
26 **business income attributable to the Defendant, in an amount believed to be at least \$20,000,000.00,**
27 **but subject to proof at trial.**

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Dated: February 1, 2024

NORTON ROSE FULBRIGHT US LLP
BRIAN A. SUN
CHRISTOPHER PELHAM
DAVID PLICK

By  _____
BRIAN A. SUN

LIANG LY LLP
JASON LIANG

By /s/ Jason Liang
JASON LIANG

Attorneys for Plaintiffs
WORLD MECHANICAL INC., A CALIFORNIA CORPORATION;
SHANGRI-LA CONSTRUCTION LP, A DELAWARE PARTNERSHIP;
SHANGRI-LA INDUSTRIES LLC, A DELAWARE LLC; HM LAND DEVELOPMENT HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY; AW INVESTMENT HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY; 450 G STREET LP, A DELAWARE PARTNERSHIP; 545 WORK STREET LP, A DELAWARE PARTNERSHIP; 180 SANBORN LP, A DELAWARE PARTNERSHIP; 1030 FAIRVIEW LP, A DELAWARE PARTNERSHIP; 1675 INDUSTRIAL PARK LP, A DELAWARE PARTNERSHIP; 1228 NORMANDIE LLC, A DELAWARE LIMITED LIABILITY COMPANY; 12 CONEJO LP, A DELAWARE PARTNERSHIP; 1130 BROADWAY LP, A DELAWARE PARTNERSHIP; AND ANDREW MEYERS ABDUL WAHAB, AN INDIVIDUAL AND RESIDENT OF LOS ANGELES COUNTY

EXHIBIT A

LAWSUITS ATTRIBUTABLE TO THE DEFENDANTS' MISCONDUCT

CASE	CASE No.	VENUE	PLAINTIFFS	DEFENDANTS
Safeway v. 1675 Industrial Park & Shangri-La Construction	CIVSB2315629	San Bernardino	Safeway Building Systems, Inc.	(1) Northstar Development and Construction; (2) 1675 Industrial Park LP
BMO Harris Bank vs. Andrew Abdul-Wahab, et al	23CV004040	Monterey	BMO Bank N.A. fka BMO Harris Bank N.A.	(1) Shangri-La Construction, L.P.; (2) World Mechanical, Inc.; (3) Andrew Meyers Abdul-Wahab; (4) Shangri-La Industries LLC; (5) World Mechanical Holdings LLC; (6) SLI Management Corporation; (7) 180 Sanborn, LP (8) 545 Work Street, LP; (9) 1675 Industrial Park LP; (10) Walters Wholesale Electric Co.; (11) Walters Wholesale Electric #21
Walters Wholesale Electric Co. -v- Lynx Electrical & Telecommunications, Inc et al.	CIVSB2320081	San Bernardino	Walters Wholesale Electric Co.	(1) Lynx Electrical & Telecommunications, Inc.; (2) Luis Gomez; (3) Christopher N. Wilton; (4) 450 G Street, LP; (5) Shangri-La Construction, LP; (6) Terracotta Credit REIT, LLC; (7) Medalist Partners Asset-Based Private Credit Fund III CRE LLC
MEDALIST PARTNERS ASSET-BASED PRIVATE CREDIT FUND III CRE LLC vs. 545 WORK STREET, LP	23CV003666	Monterey	Medalist Partners Asset-Based Private Credit Fund III CRE LLC	(1) 545 Work Street, LP; (2) Shangri-La Development, LLC; (3) Andrew Abdul-Wahab; (4) Cody Holmes
Johnson Engineered Systems, Inc. vs. Northstar Development and Construction, Inc.	23CV002530	Monterey	(1) Johnson Engineered Systems, Inc.	(1) Northstar Development and Construction; (2) 1030 Fairview, LP; (3) SC LEND CO 2 123, LLC
MEDALIST PARTNERS ASSET-BASED PRIVATE CREDIT FUND III CRE LLC, a Delaw vs. 1130 BROADWAY STREET LP	23CV004173	Monterey	Medalist Partners Asset Based Private Credit Fund III CRE LLC	(1) 1130 Broadway Street, LP (2) Shangri-La Development, LLC (3) Andrew Meyers Abdul-Wahab (4) Cody Holmes
Arixa Institutional Lending Partners, LLC -v- Abdul-Wahab et al.	CIVSB2325438	San Bernardino	Arixa Institutional Lending Partners, LLC	(1) Andrew Meyers Abdul-Wahab (2) 1675 Industrial Park, L.P.
Pace Supply Corp. vs. World Mechanical, Inc. (545 Work)	23CV001198	Monterey	Pace Supply Corp.	(1) World Mechanical, Inc. (2) 545 Work Street, LP
PDG Wallcoverings -v- Northstar Development (1675 Industrial), and	CIVSB2314707	San Bernardino	PDG Wallcoverings, a California Corporation	(1) Northstar Development and Construction, Inc. (2) 1675 Industrial Park, LP (3) Arixa Institutional Lending Partners, LLC
Carpet U.S.A., LTD -v- Shangri-La Construction, LP (1675 Industrial)	CIVSB2313670	San Bernardino	Carpet U.S.A., Ltd.	(1) Shangri-La Construction, LP (2) 1675 Industrial Park, LP (3) Arixa Institutional Lending Partners, LLC
PPRF REIT, LLC v. 180 Sanborn, LP, et al. (24CV000322)	24CV000322	Monterey	PPRF REIT, LLC	(1) 180 Sanborn, LP; (2) Cody Holmes
Carpet U.S.A. LTD v. Shangri-La Constructions, LP	23-STCV-14001 (Consolidated: 23STCV14009)	Los Angeles	Carpet U.S.A., Ltd.	(1) Shangri-La Construction, L.P. (2) Broadway Apartments Preservation L.P. (3) Fidelity and Deposit Company of Maryland (4) Red Stone (5) West Third Apartments Preservation L.P.
Northstar v. SLC (San Bernardino CIVSB2326433)	CIVSB2326433	San Bernardino	Northstar Development and Construction, Inc.	Shangri-La Construction, L.P.
Northstar v. Shangri-La (San Bernardino CIVSB2329169)	CIVSB2329169	San Bernardino	Northstar Development and Construction, Inc.	(1) Shangri-La Construction, L.P.; (2) 450 G Street, LP