

Solicitor Correspondence / Timeline re Imerman

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10 March 2021	1	<p>Letter from Diana Parker to Matthew Humphries, Stewart Law LLP</p> <p><i>"In the absence of your client having told my client that he wanted to change that system of administration, then there is no question of any such confidential documentation opened by my client to date falling within the rubric of /merman. In particular, with regard to paragraph (i) of the quote from UL v BK cited in your letter, there can be no question that there was anything furtive about this practice; your client was fully aware that my client was opening and filing all of his documents and was the administrator of the paperwork, and that she was continuing to do this long after he had been served with the divorce petition, and this notwithstanding he continued to maintain the same practice and did not raise any objection to her.</i></p> <p><i>Your client was also aware that my client had access to his phone and laptop when he was back and that he regularly left his devices open aware that my client was habitually checking them. My client regularly took pictures of your client's screens and challenged him about their content. For example, his girlfriend Olivia Molina frequently featured despite denials that your client was still involved with her and there were exchanges between them to do with him advancing her money and a business she was setting up. Your client helped her significantly in establishing her in a business to include visiting potential sites while the family were together last summer.</i></p> <p><i>The laptop sometimes had to be left for long periods while the cryptocurrency ledger synched. Cryptocurrencies have formed a significant aspect of your client's investment strategy over the years My client made it crystal clear to your client that she was viewing his phone and laptop when he was at the house, but his devices were simply left lying around. My client had no access to his passwords. It is not agreed that these screenshots can be categorised as /merman documents either, but my client is willing to send to you directly copies that she has (other than the thousands of photographs of Olivia / your client which she imagines he does not want). This is on the basis that you confirm in writing that you acknowledge your very serious obligation to disclose those of them that are both admissible and relevant to my client's claim, pursuant to your client's duty of full and frank disclosure, as noted in your letter.</i></p> <p><i>Please also ensure, that your client understands his duty to give full disclosure of all his assets and resources, to include of all cryptocurrency wallets and of all financial support that he has given to Olivia and that he presumably continues to give to her. You will find relevant details in the material being sent by my client to you once the confirmation above is provided.</i></p> <p><i>On this basis, my client will destroy copies and has not sent us any. Obviously, she is able to rely on her memory of the documents.</i></p> <p><i>With regard to the documents that came by post, we attach a schedule of documents that we have been sent, and as we say we do not consider that these are /merman documents as there would need to be some prima facie breach of confidentiality, which cannot be made out in the circumstances outlined above where your client maintained the same practice of relying on my client for his filing notwithstanding the fact that he knew that she had filed for divorce. We are therefore keeping the copy documents referred to in the schedule.</i></p>

		<p>We are also asking our client to send directly to you PDFs of hard copy documents she filed following your client's last visit which again cannot be considered /merman documents. She is therefore retaining copies herself.</p> <p>For the avoidance of doubt, these documents are all pertinent to my client's claim and therefore the same duty to the Court to disclose and detail all of this information when providing your client's Form E applies.</p> <p>(...</p> <p>There are no old phones or other electronic devices of your client's that my client is aware of other than a large computer that he assembled with the girls during lockdown which my client has stored in the garage along with the hard drive (and which for the avoidance of doubt she has not accessed).</p>
26 April 2021	6	<p>Letter from Diana Parker to HFC stating:</p> <p>(i) "Please confirm safe receipt of the documents."</p> <p>(ii) "Please confirm which documents/items were kept by your firm and which were passed on to your client".</p> <p>(iii) "Please confirm that you are now following the principles regarding those documents and items as particularised in the case of UL v BK [2013] EWHC 1735 (to include reviewing and disclosing the documents/items which are admissible and relevant to my client's claim, pursuant to your client's duty of full and frank disclosure); and</p> <p>(iv) "Please confirm, in accordance with the confirmation I expect you to provide in response to Question 2 above, whether you have now considered all of the documents and items and when you are going to provide copies of those relevant to my client's claim pursuant to those duties."</p> <p>Your client will appreciate that we will struggle to have an effective Private FDR whilst the obligations on him and your firm with regard to these items are yet to be adhered to.</p>
30 April 2021	8	<p>Withers:</p> <p>My client has had a call from your client who has urged her to reconsider mediation. She has also had her initial discussion with Bill Hewlett. Her options currently are to instruct us to issue an application for maintenance pending suit, or to try the mediation route. She is willing to try to resolve financial issues, as well as children issues, through mediation. I have explained that this would require a different mediator, perhaps somebody such as Katherine Kelsey. Both our firms would need to press pause in respect of preparing our respective clients' cases and we would therefore need to agree a moratorium in respect of all steps being taken by our respective firms other than as maybe steps that the mediator suggests are necessary to progress the mediation</p>
6 May 2021	28	Respondent Signal messages attaching Imerman hard copy documents resulting in loss of confidentiality (henceforth Pinocchio).
10 May 2021	9	<p>HFC:</p> <p>In terms of the financial remedy proceedings, my client does not however agree that we should press pause and agree a moratorium as you suggest. The dates of 20 July for a private FDR, with a directions hearing on 3 August if no agreement has been reached at the private FDR, allow plenty of time to explore matters in mediation without</p>

		disrupting the timetable should mediation not be successful.
20 May 2021	10	<p>Withers:</p> <p>Your client's preference to adopt a dual-track process, with the legal proceedings running alongside mediation sessions, is an approach that my client will agree to. My letter of 30 April 2021 set out my suggestion of Katherine Kelsey of 1KBW as mediator. Please will you confirm if this is agreed so that availability can be ascertained.</p> <p>Turning to the court timetable, my client has had the opportunity to reflect on matters and <i>will agree to your firm halting its review of the following items sent to your firm by courier on 13 April 2021 pending the outcome of the private FDR in July:</i></p> <ol style="list-style-type: none"> 1. The laptop computer used by Jade Mia; 2. The one-touch device #1 containing a backup of that computer and material relating to your client's trip to Essex and Ealing; and 3. A hard drive of the computer made by your client. <p><i>My client makes this proposal in a gesture of goodwill so as to limit legal costs at this stage of the proceedings, and notwithstanding her position that those costs would have been far less had your client agreed to the instruction of a crypto-asset expert to review the material at the outset. My client reserves her right to request that this review be resumed in the event that the parties are unable to each settlement at the private FDR hearing, and the items should be retained in escrow by your firm in the meantime.</i></p> <p>For the avoidance of doubt, your firm is still under an obligation to review the hard copy file of printouts from the laptop computer that was also couriered to your firm along with the items above on 13 April 2021, and to provide copies of any such documents which are relevant to my client's claim. Nor does my client's proposal release your client from his other obligations pursuant to HHJ Cope's Order dated 23 April 2021; namely to provide his Replies to Questionnaire pursuant to paragraph 21 and the itemised transaction statements for all your client's crypto assets for the period 1 January 2019 to date pursuant to paragraph 20.</p>
24 June 2021	14	<p>HFC:</p> <p><i>"There has been no non-disclosure by our client, but given the extraordinarily high levels of suspicion, we set out below a summary of the documents received. For the same reason, we enclose a number of documents with this letter but to be absolutely clear none of the documents enclosed were required to be provided with our client's Form E."</i></p>
25 Feb 2022	26	<p>Withers:</p> <p>"When it comes to the question of costs, it is your client himself who has caused costs to be wasted by producing inadequate, disproportionate, and deliberately misleading disclosure, delaying in providing answers to fundamental questions asked, and purposely obscuring the true nature of the transactions he has carried</p>

		out.”
25 Feb 2022	37	<p>HFC: “New Request: Separately my client would like the release of undertakings / permission of the Court in respect of: <i>The return of his homemade computer, currently held by my firm</i> - he is content for this to be returned to your client's home so that the girls can use this to improve their computer skills - he just considers it a waste to be sitting in an office when the girls could use it. For the avoidance of doubt, I am referring to the device on the left of the enclosed photo. Please confirm”.</p>
22 June 2022	40	<p>Withers: “I write further to my email of 13 June 2022 and my letter of 21 June 2022 and with reference to Diana's letter of 20 May 2021. In circumstances where our clients were preparing for than FDR and exploring the possibility of reaching a mediated settlement, Diana agreed that your firm's review of the following Imerman material could be suspended, pending the outcome of those discussions:</p> <ol style="list-style-type: none"> 1. the laptop computer used by Jade Mia; 2. the one-touch device #1 containing a backup of that computer and material relating to your client's trip to Essex and Ealing; and 3. a hard drive of the computer made by your client. <p>Diana's letter was specific to reserve my client's right to request that this review be resumed in the event that the parties were unable to reach a settlement. <i>Your client's attitude to his disclosure in relation to his crypto currency holdings, and the other general deficiencies in his disclosure</i> (which I will write to you about separately), together with his historic and continuing lack of candour in relation to the presentation of his financial resources gives my client serious cause for concern and <i>it is appropriate now for that review to be completed, as is required by the guidance in Imerman and UL v BK.</i> Given the current state of play and the timescales, this review needs to be carried out as a matter of urgency. In so far as any documentation relates to digital assets held by your client, it will need to be provided to an independent expert to review.”</p> <p>This review is not optional for your client. My client agreed to suspend it last year in the hope that a settlement might be capable of being reached but I should remind you of the particular paragraph in <i>UL v BK</i> which reads <i>The husband's solicitor, who owes a high duty to the court, will read [the Imerman documents] and disclose those of them that are both admissible and relevant to the wife's claim, pursuant to the husband's duty of full and frank disclosure.</i></p> <p>I look forward to hearing from you as a matter of urgency that your client agrees that this exercise will now be completed.</p>
28 June 2022	52	<p>HFC: “In relation to the Imerman documents, your client has already conducted an</p>

		<p>extensive audit of all the material.</p> <p>She catalogued what she considered relevant into folders and there has already been a review of this material at great expense. This review revealed nothing which had not already been disclosed.</p> <p>You / your client now demand an inquiry of additional material, further to the review that your client has already undertaken herself, and which Diana Parker did not deem necessary prior to FDR. Either there was no intention to settle at FDR or this change of approach necessitating a full review now is a litigation tactic.</p> <p>I am perfectly aware of my duty to the Court but in the circumstances it is only appropriate that we seek HHJ Cope's input on the process and the financial implications of the same given the scale of the exercise and the corresponding additional costs arising from the thousands of pages involved".</p>
29 June 2022	53	<p>Withers:</p> <p>"My client has not conducted an 'extensive audit' of the Imerman material. The documents she reviewed are plain from the material which was sent over and were limited. In any event, to suggest that my lay client has in some way discharged the obligations that you have on your client's behalf is plainly wrong.</p> <p>I do not follow the criticism of the agreement to suspend this exercise pending the outcome of the FDR and the attempt to dress this up now as some sort of litigation tactic. You confirm that you are aware of your duty to the Court and that duty will now need to be fulfilled given that we are preparing for a Final Hearing in this matter and given the legitimate concerns my client has as to your client's disclosure.</p> <p>I am not clear as to what 'input' you say is necessary from HHJ Cope. The review of the material is not optional. It is required and must now be carried out".</p>

