
EXHIBIT E5

Judicial Review:
Zahmoul v Secretary of State for Justice & HMCTS
Administrative Court
Case Ref: AC-2025-LON-004293

Our ref: dcp/slfln89320/0001/mqc

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10 March 2021

Mr M Humphries
Stewarts Law LLP

By email: mhumphries@stewartslaw.com

Dear Matthew

Nadia Zahmou and Karim Zahmou – Imerman documents

I refer to your letter dated 8 March 2021.

My client instructs me that she and your client have always operated on the basis that she deals with all administrative tasks in the household, to include with respect to dealing with all post arriving at Hill Villa addressed to your client. Your client always retained the family home as his official address for post and so this involved my client opening and filing your client's post which she would then scan to him if urgent and otherwise leave for him to review when next back at the house. From now on, she will not open any post addressed to him.

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 *Imerman*. 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.

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.

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. When

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first launched several years ago, he gave my client a half bitcoin (sadly she has now lost the key for this) and he has a number of wallets himself. There was regular discussion within the family about his investments in bitcoin and cryptocurrencies generally, to include your client telling my client how astute Olivia was in these investments. 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 *Imerman* 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.

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.

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.

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 *Imerman* 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.

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 *Imerman* documents. She is therefore retaining copies herself.

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.

My client is happy to arrange for your client's Tumi briefcase and any other personal belongings and post to be returned to him when he is next in the UK. Please confirm the details of that visit when confirmed. 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).

Yours sincerely



Diana Parker
on behalf of Withers LLP

Enc

13 April 2021

Ms C Park
Hughes Fowler Carruthers
DX: 251
London/Chancery Lane

By email only

Dear Caroline

Nadia Zahmoul and Karim Zahmoul - Finances

I am in receipt of your letter of 9 April. In circumstances where my client considers that she has been subjected to a coercive and controlling relationship in her marriage to your client, your letter simply continues the behaviour she has suffered directly from your client through yourselves.

Self-evidently there was a misunderstanding between ourselves and my client in respect of the folder of documents. If my client had not wanted to be transparently honest, she could simply have destroyed it and no one would have been any the wiser. As it was, she has been intent on complying with all of her obligations, notwithstanding that she genuinely believes that your client has not been honest in his disclosure, and she has reason for that view.

It is frankly ridiculous to say that the Judge chose to make a costs order by reference to my client's conduct. The Judge specifically did not make a costs order on the *Imerman* point. The only reason a costs order was made was because the Judge considered the very high standard of 'necessity' had not been reached at this stage with regard to the proposed expert's report on the cyber assets and in that aspect of the litigation, costs follow the event. Both you and I know this very well and this is an example of why your letter seems to continue by other means a pattern of coercive behaviour by your client over the years.

In terms of behaviour in this marriage:

1. Your client admits to a long relationship with a sex worker. He has paid this woman for sex from marital acquest.
2. Your client falsely asserts a separation going back to 2014 in circumstances where he himself proposed a renewal of vows on 8th August 2015 and insisting on carrying on family life as normal during the summer of 2020, after he had been notified about my client's Petition for divorce.

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3. Your client has been brutal not only with my client but also with his two vulnerable teenage daughters in boasting of his relationship with Ms Molina and pursuing the relationship overtly in the presence of his daughters while staying at the family home during the lockdown, both in England and in Wyoming, from March through August 2020. There are numerous explicit photographs on a laptop which he gave to one of his daughters for her to use for herself. The password was the password that everyone in the family knew and to do this was at best thoughtless.
4. Your client positively bragged about his support of Ms Molina. He gave his daughter access to his American Express Centurion card during the summer of 2019 and she began receiving notifications on her iPhone of Ms Molina's expenditure as she was also a using your client's Centurion card. Such expenditure has run to many thousands of pounds a year.
5. It is implausible that your client would set up a business relationship with a former sex worker in circumstances where his sexual relationship with her has ended.
6. Your client has organised a campaign amongst people that he and my client both know, to persuade her to give up the divorce and withdraw the Petition. Given that it is his case that the marriage is long over, the inevitable conclusion is that he wished then to be free to file for divorce in a jurisdiction that would suit him better than England.
7. Your client has continued – even after the Court hearing – to try to secure the sale of one of the Wyoming properties, notwithstanding that it was obvious that this would need to be agreed and has not been agreed. This property has already escalated in value and there is no reason that it needs to be marketed now.
8. Similarly with regard to the Brooklyn properties, he unilaterally repaid a loan after claiming to my client that this was required by the bank no longer being prepared to proceed with the proposed mortgage in the light of the divorce proceedings, but despite her requests has provided no evidence to that effect.
9. The extent of your client's protest against a cyber expert speaks volumes. Your client knows very well that you will not have the expertise as a lawyer to fulfil your duty in this regard with respect to the *Imerman* documents and only a cyber expert could establish whether his disclosure so far is complete by reference to the *Imerman* material. There is no doctrine in English law of the fruit of the poisoned tree and on the contrary *Imerman* documents are intended and expected to be examined rigorously in order to cross-check disclosure. It is no disrespect to you or your colleagues to say that you would not be able to do this with regard to cyber assets. The cost of an expert report would be absolutely affordable and would resolve the issue of whether or not disclosure had been adequate. Pursuing this instead by questions and schedules of deficiencies and further questions is likely to be significantly more expensive, more laborious and almost certainly not a way of establishing the reliability of the disclosure. The very extent to which your client protested against the report only amplifies my client's suspicions.

No doubt you have advised your client that the financial status quo must be maintained and that if my client is unable to meet legal costs for her own resources we will make an application for a litigation loan with a punitive rate of interest attaching, failing which an order that your client do pay the costs. In those circumstances it is a continuation of the pattern of behaviour to which we have referred that your client was not prepared to allow the US joint account to be designated as an account from which legal fees would be met as well as only costs relating to the US properties and it was also unfortunate that he was not prepared to agree to a recital in respect of maintaining the financial status quo. It is to be hoped, however, that the financial status quo will be maintained in order to obviate the need for a maintenance pending suit application and likewise with regard to access to funding of legal costs.

13 April 2021
Ms C Park

Yours sincerely

A handwritten signature in blue ink, appearing to read "Diana Parker".

Diana Parker
on behalf of Withers LLP

Our ref: dcp/ln89320/0001/kaf
Your ref: CP.ZAH003.1

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26 April 2021

Ms C Park
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By email: c.park@hfclaw.com

Dear Caroline

Nadia Zahmoul and Karim Zahmoul – 'Imerman' documents

I refer to our previous correspondence in relation to the alleged *Imerman* documents, namely my letters of 13 and 19 April 2021 but also emails sent by Sally Fletcher to Joseph Mulhern on 13 April, 15 April and 22 April 2021.

It is now almost two weeks since the documents/items were collected from Hill Villa, and there has been no response to any of this correspondence. My client has complied with all her obligations to deliver up the documents under the Order, and your client now appears to be dragging his feet with regards to the proper dealing of those items. He has protested vehemently against allegations of dishonesty but his actions now (or rather lack thereof) do nothing to reassure my client that he has been full and frank.

Please will you now answer the following questions **by return**:

1. Please confirm safe receipt of the documents and items which were collected by courier from my client's home on 13 April 2021. I do not understand why, at the very least, this response has not been forthcoming, which should surely be a simple confirmation which your firm is able to make without taking your client's instructions given your previous affirmations that the documents/items were being delivered by the courier to your firm directly;
2. Please confirm which documents/items were kept by your firm and which were passed on to your client;
3. 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

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26 April 2021
Ms C Park

4. 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.

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.

Yours sincerely



Diana Parker
on behalf of Withers LLP

Your ref: dcp/slfln89320/0001/mqc
Our ref: CP.ZAH003.1

Diana Parker
Withers
DX 160 London/Chancery Lane

24 June 2021

By email only: Diana.Parker@withersworldwide.com

Dear Sirs

Nadia Zahmoul and Karim Zahmoul – finances

We have now conducted an extensive review of the hard copy documents provided by your client. It amounts to thousands of pages of documents.

Your client's actions in obtaining these documents were wholly impermissible and it was unlawful of her to breach our client's privacy as she did.

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. All highlighting / annotation in the documents is your client's and this provides an indication of the extent to which our client's privacy was breached.

Yellow Lever Arch – “Barclays”

This file contains:

1. Various statements for the Barclays *281 account from 2014 to 2020. This account has been disclosed and the full statements from January 2019 to date will be provided with the Replies.
2. Various statements for the Barclays accounts *588, *900, *133, *288 and *281 accounts from 2019 - 2020 (all of which have been disclosed and the statements required to be disclosed will be provided with the Replies) and a complaint letter from our client to Barclays dated October 2018.
3. A notice dated 25 February 2021 in relation to our client's Barclays Advisory Investment Service confirming withdrawals from our client's "custody account" which is enclosed. It relates to the Alcentra and Blackstone (Tactical Opportunities H Feeder Fund Ltd) investments. These were fully disclosed at 2.4 of his Form E (they were invested via Barclays) – for Alcentra he slightly overstated the value on his Form E as €50,000 rather than €47,000 per this notice, and the Blackstone paid commitment is \$143,000 as per the Form E. You will note that the evidence relating to these investments attached to the Form E - emails

dated 19 and 21 February 2021. He received a letter from Barclays in March confirming they intended to close his accounts following their realisation that he was resident in Portugal – please see letter enclosed (for the avoidance of doubt this was not contained with the Imerman documents). Please note that the number at the bottom of the list of accounts is an investor number for our client's overall relationship with Barclays and it is not an account number (as is evident from the number of digits). He is opposing the account closure, and whether the accounts will be closed remains unresolved as he is waiting to hear from Barclays. He continues to hold the Alcentra and Blackstone investments.

4. Numerous notices of liquidation to cash relating to the funds held within the RBC Cees pensions February – March 2021. These documents include further copies of the documents enclosed with your letter of 30 March. In any event, you have an up-to-date statement for the pensions showing that no funds have been drawn / transferred.
5. Various cash distributions / interest / dividend notices and other administrative documents relating to the RBC Cees pension from 2016 to 2020. As above, you already have an up-to-date statement for this pension.
6. Interest statements for “cash holdings” dated June and September 2020, which are enclosed. Our client verified with Barclays and please see emails and statement they provided enclosed. This account (a cash holding account containing c.£3,000) is part of the investment account / service our client holds with Barclays holding the Alcentra and Blackstone investments) – please see the letter with a list of all of his accounts below.

Red Lever Arch – “UBS”

This file contains:

7. Raymond James account statements and tax certificates for account numbers #256D7570 and #234V9404 from 2016 to 2020. These investments totalling c.\$155,000 (from the 9404 account) were transferred to the E*Trade portfolio following our client receiving the enclosed email from Raymond James on 31 October 2019 confirming the accounts would be closed. Statements since January 2019 are enclosed for both accounts (the withdrawals of the investments / cash on 3 December 2019 are referenced E*Trade but c.\$400 remains in the account ending 7570). Full statements for the E*Trade portfolio will be provided with the Replies, but please see attached December 2019 statement showing the transfer in of the investments (Invesco Oppenheimer and Lukoil funds) and cash.
8. Isolated UBS portfolio statements as well as other administrative documents relating to the portfolio. One month's are enclosed by way of example - as with the statement provided with the Form E, the statements show the overall value of the portfolio as well as the individual values of four “sub” portfolios within this (01, 02, 03 and 04). The 01 portfolio is the main portfolio containing a range of investments. The other portfolios simply contain cash as is clear from any statement provided with the Form E. Full transaction statements from 1 January 2019 for the UBS portfolio will be provided with the Replies.
9. Within the above there are also emails between Jade Mia and one of her teachers.

Grey Lever Arch – “IRS HMRC”

This file contains:

10. Various administrative letters / notices from the IRS dated 2020 to 2021 regarding an audit plus tax owed / penalties in respect of our client's US tax for 2019 (c.\$2,500).
11. Our client's US tax returns from 2017 to 2019. You already have the most recent tax return which was attached to our client's Form E.

12. Administrative letters and enclosures from AG Tax, our client's accountants, from 2018 to 2021 regarding his tax affairs / returns.
13. A letter and payment notice from HMRC dated 21 February 2019 requesting payment of £641.75 for interest on delayed payments on account for tax year 2017-18.
14. Our client's 2018-19 UK tax return. You already have this document attached to our client's Form E.
15. An agreement between our client and HMRC dated October 2017.
16. A generic letter from HMRC dated 10 August 2018 inviting notification of any tax owed on overseas income or capital gains.
17. EIS certificates dated 2016 and 2014 respectively for Bernard Matthews Green Energy Halesworth Ltd and Eyewind Power Ltd, which are enclosed, although these were liquidated in November 2018 – see attached emails dated November 2018 with Temporis Capital, via whom these investments were made, confirming this. The Ventus VCTs were also made via Temporis Capital and the VCTs include holdings of shares in these same companies (but our client no longer holds shares in them directly – simply the VCTs). The VCTs are due to be liquidated shortly – you will obviously have updating disclosure regarding the destination of these funds.
18. A PIID dated 2016 for Temporis Capital LLP.
19. Notices of dividends dated 2019 to 2021 relating to the Ventus VCTs.

Red folder – “Jade Mia LCA - X”

This folder contains:

20. A share certificate for Emviry Ltd – this holding was properly disclosed in our client's Form E.
21. Statements for the Amex Centurion card (*6002) from 2018 to 2020 – statements from 1 January 2019 to date will be provided with the Replies.
22. A letter from Companies House dated 30 April 2020 confirming our client's appointment as a director of Emviry Trading Ltd – this directorship was disclosed in our client's Form E.
23. A share certificate for Lava Mayfair Club Ltd dated August 2017 in respect of four shares, which is enclosed. This is the Conduit Street EIS (Lava Mayfair Club Ltd is / was the holding company) which again was disclosed with his Form E – you will note from Companies House that the registered office of Lava Mayfair Club Ltd was 40 Conduit Street, Mayfair prior to the administrator being appointed. As per our client's Form E he will not recover any funds from this investment, as is plain from the Statement of Affairs field at Companies House.
24. Raymond James account statements / tax certificates which are duplicates of those contained within the red lever arch “UBS”.

Black Lever Arch (held in escrow)

As general points:

- a) Your client has requested and asserted to the Court that the contents of this file should be held in escrow as they relate to our client's crypto currency assets however the vast majority of the contents do not relate to crypto currency at all;
- b) Instead, there are a significant number of documents personal to Olivia Molina, including private financial information. This represents a significant security risk for Ms Molina's assets. Your client has obtained these documents from a personal device / accounts belonging to

our client without his consent. This in itself is unlawful, but to appropriate personal documents relating to a third party is even more reprehensible;

- c) If it ever came to Ms Molina's attention that her personal information was being disclosed in this litigation, and certainly if it were shared with anybody else, she could have legal redress against our client and yours. **In the circumstances, please confirm your client understands that none of this information can be shared or discussed with anyone other than her legal representatives.**

This folder contains:

Transfers Tab

25. Spreadsheet transaction lists and corresponding statements for a Transferwise account in Olivia Molina's sole name, which are enclosed, redacted save for the transactions highlighted by your client. For the avoidance of doubt our client has no interest or use of this account and the vast majority of the payments are not from him. Some of the highlighted transactions also do not relate to him.
26. Whatsapp message dated 28 August 2020 from Ms Molina to your client (enclosed) asking her to ask our client to transfer her £180,000 that she claims is hers. My client was not aware of Ms Molina contacting your client and he is unsure why such a request was made or to what this amount refers. But he does recall that he and Ms Molina had had a disagreement at the time about access to her social media accounts (our client wished to help her with marketing her business, but she misunderstood and thought he was seeking access to her personal social media). This caused a big argument and Ms Molina blocked him. Our client believes Ms Molina may have contacted your client in anger and with the intention of causing upset.
27. A Transferwise statement for Ms Molina's account dated 25 March 2018 showing a nil balance and no transactions.
28. Further spreadsheet transaction lists from Ms Molina's account(s), which are enclosed, redacted save for the transactions highlighted by your client. These include repayment of advances from our client to Ms Molina. Again, some of the highlighted transactions do not relate to our client.
29. An invoice from Blue Ocean Services FZE LLE, Ms Molina's Dubai company for consulting services provided to a third party dated December 2018. Our client helped Ms Molina set up this company but had no interest in it at all.
30. A notification that OCEAZ LLC has been registered dated 20 January 2020. This is a US company our client helped Ms Molina set up as she wished to obtain an investor visa for the USA (he helped her look at several options). The company operates a juice bar in Los Angeles – "Main Squeeze". Our client has no interest in this company, nor has he invested any funds in the business.
31. A screenshot of Ms Molina's Transferwise account simply showing the account details.
32. Management accounts for Blue Ocean Services FZE LLE.
33. A text message with an access code for our client's BCP Millennium account disclosed with his Form E. This is enclosed.
34. A bank statement for Ms Molina's BCP Millennium account dated 31 March 2020 (our client assisted her in setting up the account but has no interest in this or use of it). There are no transactions relating to our client.
35. An agreement between Ms Molina and a business broker (via which she purchased the juice-bar business). Again, our client has no interest in this business.
36. Spreadsheets relating to Ms Molina's finances (enclosed there seem to be duplicates pages) which our client helped Ms Molina to prepare as she was not familiar with Excel.

37. A Screen shots of a WhatsApp conversations between our client's former boss, Mr Phil Jenkins and Nataliya Fitsych who works for Mr Jenkins (enclosed). Our client is not aware of how these discussions progressed. For clarity, also enclosed (not included in the documents provided by your client) are WhatsApp messages between our client and Mr Jenkins. One is dated June 11 2018 where our client sent Mr Jenkins the contact details of Ms Molina having introduced them. The other has a screenshot of the conversation that Mr Jenkins has with a Ms Fitsych, showing that they were in communication with Ms Molina, having been introduced by our client.
38. Letters from Ventus VCT PLC dated 2019 to 2020 regarding change of share registrar and with dividend notice.
39. A Temporis Capital Renewable Infrastructure EIS fund notice (enclosed) confirming the investments in the portfolio as at 31 August 2017 – this is the fund via which our client held shares in Bernard Matthews Green Energy Halesworth Ltd and Eyewind Power Ltd, which was liquidated in 2018 – see 17 above.

Crypto Tab

40. A photo of a phone showing a dashboard, which is enclosed. This is the E*Trade portfolio. The statement for this portfolio was properly disclosed with our client's Form E.
41. A photo of a phone showing Ms Molina's Transferwise account (the details match the screenshot at 31). Our client had no interest in this.
42. A photo of phone showing an email to Ms Molina regarding setting up an account with BCB Group – a crypto currency platform (enclosed). Our client recalls assisting Ms Molina in trying to set up this account but does not believe this ever completed. In any event he has no interest in this.
43. Screenshots showing a Changelly (a crypto currency exchange platform) transaction (enclosed). This was not our client's asset (our client had simply taught Mr Jenkins how to convert Bitcoin ("Btc") to Tether (USDT- equivalent to cash)). Our client has never held a Changelly account.
44. A screenshot of our client's Binance account (enclosed). This was disclosed with his Form E.
45. A private key (with the private key redacted as this would allow any reader to spend our client's Btc) and a notice regarding an Ethereum wallet (enclosed). These relate to our client's Zerion account disclosed in his Form E – crypto currency platform accounts contain various wallets relating to each currency.
46. An authorisation page relating to Eos, a crypto currency (enclosed) held within the Zerion account which was disclosed in our client's Form E. The transaction history for the Zerion account from 1 January 2019 to date will be provided with the Replies.
47. The initial invoice from Evolv properties for six months' rent for our client's London flat – 10 Fordham Court – from November 2016 to May 2017, along with the deposit and fees.
48. An Eos private key (enclosed).
49. Two handwritten notes of lists of words which can be used as an alternative to a private key to access crypto currency wallets. These relate to Ms Molina's investments – our client has no interest in these – he simply showed her how to set them up. Your client would have had a similar list for the wallet our client set up for her containing c.\$20,000 worth of Bitcoin, but which she lost (and so the Bitcoin is inaccessible). Our client has over the years helped various people set up crypto currency wallets (as he did for your client) with very small gifts (under \$100) just to get them started.
50. A printout of an Ethereum wallet key dated 2017, which cannot be enclosed as it contains the private code and QR codes which would make the asset accessible to any reader now or in the future. A screenshot of the account (we have accessed ourselves using the private key) is enclosed showing a nil balance and that there have never been any transactions.

51. A printout relating to Coinbase, Multibit Classic and Gemini KZ, which is enclosed. Our client's Coinbase account is disclosed in his Form E. Our client no longer holds Multibit or Gemini accounts and has not for many years – the Multibit platform no longer exists.
52. A photo of a ViaBTC account showing the last activity as 2018, which is enclosed. Our client used to mine Bitcoin using ViaBTC as the platform – he previously held two physical miners but stopped mining years ago as it was not viable due to electricity costs (and he disposed of the miners). Our client did not realise the account was still open. He has logged into it and can see that it contains 0.16 Btc – please see screenshots attached – but the key is lost so the Btc is not accessible.
53. A photo of an Antminer network settings page (enclosed). Antminer is the provider of the hardware for the Btc mining. As our client no longer mines Btc, this is no longer relevant.
54. Whatsapp messages with Pablo Pizzimbono regarding expenses to be paid to our client, which are enclosed. Our client set up Crossregional UK Ltd (the previous name of Emvirya Ltd) with Mr Pizzimbono and there was a disagreement regarding what was to be paid to our client. You will note from Companies House, Mr Pizzimbono resigned as a director in February 2018, very shortly after the company was incorporated.
55. A printout of a mynode syncing page, which is enclosed. A node is simply a device which supports the Btc network and validates transactions. Our client holds a mynode. The benefits of having a node are principally for security. It is not a wallet or an asset.
56. Printout of Lightning sats, which are enclosed. Lightning is a peer-to-peer network to make Btc transactions more easily as they do not need to be recorded on the Btc blockchain. A sat represents 0.00000001 Btc (1 one-hundred-millionth) so this page is showing 0.0020328 Btc – c.£53 at today's price.
57. Printouts of Sushiswap wallet, which are enclosed. All of this has been consolidated into the Zerion account which has been disclosed.
58. Printouts regarding USDT (equivalent to cash) which are enclosed. This was received into the Zerion account on 1 September 2020 (transaction history to follow with Replies) and related to a disbursement from the GF Agro LLC investment disclosed in our client's Form E. This is the only disbursement from this investment ever paid in crypto currency.
59. Printouts of our client's coinbase account, which are enclosed. The date is unclear but it appears to be summer 2020 and the increase in value will be largely the increase in the price of Btc and Ethereum since this time. You will note the number of Btc and Ethereum are similar to the screenshot attached to our client's Form E.
60. Photos of a wallet containing 2.24 Btc which are enclosed dated August 2018. This does not belong to our client – he does not have a Bread wallet.
61. Various printouts relating to node syncing etc. which are enclosed. Our client used the node to teach the girls about crypto currency. He understands that they experimented with the node and syncing with the Blockchain subsequently. A node is simply a device which supports the Btc network and validates transactions. The benefits of having a node are principally for security. It is not a wallet or an asset.
62. Printouts of a QR code (which cannot be disclosed for security reasons as above) and our client's coinbase account which are enclosed (the QR code relates to the account). Our client's coinbase account was disclosed with his Form E.
63. Photos of our client holding ID and pieces of paper with Binance and Bitfinex written with dates (enclosed). The former related to opening the Binance account disclosed in our client's Form E. The second related to a Bitfinex account which our client considered opening, but did not proceed with.

Personal Life / Finances Tab

64. Photos of privileged emails with an immigration lawyer in Los Angeles dated c.April 2020, which relate to Ms Molina's immigration advice.
65. Private Whatsapp messages between our client and Ms Molina.
66. Whatsapp messages from Ms Molina to our client suggesting that they rent a property in Los Angeles, which are enclosed. Ms Molina did request that she and our client rented an apartment together, but he always refused.
67. Emails between Ms Molina and BCB Group regarding setting up an account. Our client has no interest in any such account.
68. Whatsapp messages between our client and Ms Molina which mentions a Btc ledger, which are enclosed. This was in response to Ms Molina asking him what he was doing and he explained he was viewing his Btc ledger, which is in the public domain, following a transaction. Ms Molina did not have access to his crypto or any other accounts.
69. Further private Whatsapp messages between our client and Ms Molina.
70. A printout of a webpage of an article / interview with Ms Molina. Our client did not know about it until afterwards and made Ms Molina arrange for it to be removed.
71. An invoice from a US immigration lawyer regarding privileged advice to Ms Molina.
72. A photo of an envelope with numbers written on it, which is enclosed. Our client does not specifically recall being given this envelope by Ms Molina.
73. Personal Whatsapp messages between our client and Ms Molina.
74. Whatsapp messages between Ms Molina and our client, where she says she always wants "Hermes" which are enclosed. As you will see our client responds saying he thought Greg was going to get it. Greg is the gentleman with whom Ms Molina had a child in 2020. Our client has never bought Ms Molina a Hermes bag.
75. Whatsapp messages (enclosed) in which Ms Molina asks our client to donate sperm because she wanted a child (he never did), our client agreeing for her to use the Revolut card for a meal – please note that Ms Molina is asking for permission even for a relatively small amount - and our client asking if Ms Molina still wants a dog-walker (she says no).
76. Whatsapp messages enclosed where Ms Molina is asking our client to rent another apartment. These include forwarded messages from the gentleman, Greg, with whom she had a child (she was staying in an apartment he was renting for her, but Greg was not happy with her being there without him). Ms Molina was clearly distressed and wanted to leave, so our client responded to a message asking him to rent somewhere else, saying yes – he was concerned for a friend – but you will note he subsequently asks her to stay calm. To be clear he never rented a property for her in Los Angeles.
77. Personal Whatsapp messages where Ms Molina is asking our client's assistance in respect of Greg. Our client assisted her with finding a lawyer to deal with this.
78. Personal Whatsapp messages between Ms Molina and our client.
79. Whatsapp messages (enclosed) where Ms Molina suggests our client buy apartments with her (to assist with her visa) and also referring to a house, to which our client responds "different". For the avoidance of doubt he has not purchased any property for / with her.
80. A photo of a phone showing an email to Ms Molina's email address regarding health insurance and details of this. Our client helped Ms Molina to set up the policy and was authorised to submit personal information on her behalf etc. but the policy is Ms Molina's and she paid for it entirely.
81. Photos of a bag and jewellery (which are enclosed). Your client appears to have assumed that our client purchased these for Ms Molina. He did not. Indeed, the jewellery appears simply to be on display in a shop in any event. Our client did buy Ms Molina a couple of handbags as gifts as is normal for someone in a relationship and our client was perfectly entitled to do so.

82. A printout of a copy of an email (enclosed) from "Karim Zahmoul" to "me". The subject field says "I guess you don't care about your money" with an emoji wink. The response from Ms Molina which our client has located was not included on the document. This response was "Ok, keep it".
83. Drafts of a private agreement between Ms Molina and the father of her child relating to financial support.
84. A recommendation letter our client wrote for Ms Molina for Annabel's (enclosed).
85. A notification for Ms Molina setting up a GMX.com email account.
86. Documents relating to Ms Molina's US visa application (our client is not mentioned) – as above he simply assisted her with this / helped deal with lawyers.
87. An invoice with a schedule of flights from a travel agent to Ms Molina. Our client was not involved, nor did he provide any funds for this.
88. Documents relating to the incorporation of OCEAZ, Ms Molina's company. Our client has no interest.
89. A letter from Companies House (enclosed) regarding the incorporation of Crossregional UK Ltd (the previous name of Emvarya Ltd).
90. A letter regarding Blue Ocean Services FZ LLE – Ms Molina's Dubai company. Our client has no interest.
91. A notice (enclosed) regarding the Temporis Capital Renewable Infrastructure EIS fund dated August 2017, via which our client held the shares in Eye Wind Power Limited and Bernard Matthews Green Energy Halesworth Limited, which were liquidated in November 2018 – see above.
92. Documents relating to the 54 Capital – Aquasafe and Hydra Group Ltd investments (enclosed) disclosed with our client's Form E.
93. A spreadsheet regarding Ms Molina's Cigna insurance (enclosed) – our client's involvement was to calculate the most efficient cover for her.
94. A printout with account details of our client's Revolut USD account (enclosed).
95. A VAT receipt for a bracelet (enclosed) which our client purchased for Ms Molina (the receipt is in order to get a VAT refund when taken out of the country).
96. A boarding pass in the name of Ms Molina.
97. A Chinese customs invoice for a handbag in the sum of \$27 (enclosed). Ms Molina would order items from various places to our client's French apartment when she stayed there. This was obviously for a handbag she ordered from China. He did not purchase this.

Yours faithfully



HUGHES FOWLER CARRUTHERS

Enc.

58

\$0.00 USD



29873.06 USDT
\$30,019.88 USD

SEND USDT

Recent Deposit History

[Deposit didn't arrive?](#)

[View all](#)

Coin	Status	Amount	Date	Information	
USDT	Completed	46.53	2020-08-31 21:01:01	Address: 0xb694deb71ee81abdb9de07ed0bbc6a2a... Internal	▼

Coin

 USDT TetherUS



Total balance: 46.53000000 USDT

In order: 0.00000000 USDT

Available Balance: 46.53000000 USDT

 **Tips:**

- If you have deposited, please pay attention to the text messages, site letters and emails we send to you.
- Coins will be deposited after **12** network confirmations.

Go to Trade:

[BTC/USDT](#) [ETH/USDT](#) [BNB/USDT](#)

Your ref: dcp/slfln89320/0001/mqc
Our ref: CP.ZAH003.I

Diana Parker
Withers
DX 160 London/Chancery Lane

2 July 2021

By email only: Diana.Parker@withersworldwide.com

Dear Diana

Nadia Zahmoul and Karim Zahmoul – finances

I write generally and in response to your letter of 30 June.

Given the sheer number of our clients' bank accounts and the fact that the statements provided with his Replies are up to date, I do not propose providing updating disclosure in addition to this, particularly given the costs involved, save for up-to-date statements for my client's crypto currency accounts as there has of course been significant movement in the value of crypto currencies since my client's Form E. On this basis, my client is content to proceed with the private FDR without your client updating her disclosure also. Please confirm this is agreed.

In relation to property particulars, I suggest that these are simply provided with without prejudice proposals.

Imerman documents

My client has asked me to stress the costs of this exercise in an attempt to renew focus on the wastefulness of legal costs. This family is haemorrhaging funds. Whilst he welcomes the agreement to pause any further pursuit of this issue, the costs of this exercise (just on our side) have been in excess of £20,000. This expense was caused entirely by your client unlawfully breaching my client's privacy and illegitimately obtaining documents which it was wholly impermissible for her to access.

Legal costs in this case will likely have surpassed £250,000 by the time of the private FDR, if not before, money which this family cannot get back. As a consequence, these funds are now in the pockets of lawyers and accountants and not available to the parties, nor available to be spent on or left to the girls.

Your client's approach is all the more surprising given my client has freely shared information and details of his assets over the years, even following separation. This is not a case at all where the husband has dealt with all financial matters without involving the wife – she has been heavily involved and "kept in the loop" and obviously there are also substantial joint assets. Your client has also

effectively conducted an extensive audit of her own from all further information she could lay her hands on. This should now all be clear to you.

Attention clearly now needs to turn to settlement and there must be some acknowledgement and concern on the part of your client as to the resources that have drained away at an alarming rate and continue to do so. With very little income coming in the situation is completely unsustainable.

Spending / interim finances

Linked to this, my client is concerned as to the ongoing level of your client's expenditure bearing in mind my client pays the rent and utility bills for Hill Villa as well as the Vodafone contract and he meets the costs of the girls' school fees.

He continues to transfer to your client the amount of £2,000 per week or £104,000 per year. This is a very significant sum, going well beyond your client's reasonable needs and those for the children – the equivalent of a gross salary of £180,000 and none of which is needed to be spent on housing or school fees.

Despite this, we understand that your client has requested my client also pay various additional costs, such as private therapy costs and tutoring for the girls – c.£60,000 in respect of the latter just since September 2020 (which he has paid). This is an eye-watering sum on tutoring alone. My client would point out is very nearly as much as the annual school fees for both girls at one of the most expensive and prestigious schools in the country.

My client understands that Jade Mia is in need of additional support but he is not only concerned at the scale of the cost of the tutoring but also whether it is appropriate and healthy for the girls to have so much additional tutoring outside of school, particularly given that they also have additional tutoring in school – for example Lila Mae's Study Skills coaching – the costs indicate that they are both doing several hours of additional tutoring outside of school every day, which obviously limits downtime and time for other things in life away from academic study.

Whilst my client is not opposed per se to some additional tutoring, he suggests this should be focused and limited, and given the many stresses for teenagers, he would not wish for the girls to feel under undue pressure.

In relation to school fees, my client is particularly alarmed that your client did not inform the school of her decision that Jade Mia would not board following Autumn term 2020. As a result, boarding fees have been charged since, despite Jade Mia not boarding. My client's efforts to persuade the school to waive the additional fees has not been successful and this failure to update the school has caused an unnecessary waste of thousands of pounds.

Use of Wyoming property

Separately, I understand that your client wishes to have exclusive use of one of the Wyoming properties this summer. She also appears to wish to use it around Christmas. There seems to be no acknowledgement or awareness that this would mean losing significant rental income for the period she is there. As with legal fees, this has a direct impact on the assets available for both parties going forwards.

It also demonstrates that your client is not even contemplating looking for work to generate an income, despite her extensive qualifications and experience. She will need to set out her plans. Most disappointingly, it may make it almost impossible for my client to spend any time with the girls throughout the summer.

Whilst my client does not object to your client staying at the property during the summer, he suggests that this should be for a shorter period such that it is less of a (further) financial hit for the family. If she wishes to stay for longer, consideration should be given to her making up the lost rent. The dates will need to be agreed.

My client hopes that these matters can be discussed in mediation, if not directly, and that a more responsible and considered approach to spending, and the use of resources generally, is adopted going forwards.

Matters generally / FDR

Whilst you raise complaints about delay, obviously when the directions were made at the First Appointment, the sheer scale of the Imerman documents was not known and in line with our obligations, which you repeatedly stressed, these of course had to be reviewed fully. My client was also quite understandably frustrated by the scale of the exercise.

The suggestion that my client has sought to force your client into a position of ill-preparedness and destabilise her prior to the FDR is offensive, and particularly unhelpful in circumstances where the parties are in mediation. It is also galling for my client to be accused in this manner when, if you recall, it was your client who removed documents which had been served on my client before he had read them, and which meant that he agreed to the joint purchase and borrowings for the second Wyoming property. He is clear that he would not have done so if he had been afforded the opportunity to read the documents which had been served and therefore to properly understand your client's position. Similarly, he would not have overstayed his ESTA visa in the USA to accompany your client for surgery, the result of which is that he is not able to visit the USA – including to see the children who will now apparently be there all summer – until the visa situation is resolved.

In taking time to ensure his Replies are as full and detailed as possible, he has endeavoured to do the complete opposite of that which he is now accused – he acknowledges that your client has sought significant reassurance as regards the financial picture, despite being fully involved over the years, and has done absolutely everything he can to offer comfort.

You now have the tax analysis and I refer you to the proposals above as regards updating disclosure and property particulars. There is clearly sufficient time to prepare and exchange proposals in advance of the private FDR. Please advise whom you are instructing for the private FDR.

In terms of your client's legal fees, in addition to the £104,000 per annum, ignoring her bank accounts, your client has c.£270,000 in her Fidelity portfolio. My client is obviously already paying the Judge's fee in full.

As detailed above, he has significant concerns that your client is not taking any responsibility for, or showing any awareness, of the haemorrhaging of funds. It is clear however that she has the funds to meet her own costs.

I look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, appearing to read "Caroline Park".

CAROLINE PARK

25 February 2022

Caroline Park
Hughes Fowler Carruthers
DX 251
London/Chancery Lane

By email: c.park@hfclaw.com

Dear Caroline

Nadia Zahmou and Karim Zahmou
Imerman documents

I refer to your letter of 14 February 2022. At the end of that letter you allege that my client has not complied with her duty of disclosure in respect of the *Imerman* documents. The veiled threat that the issue will be tackled unless the case settles is overbearing and unnecessary. Your client should set out his position clearly now in order that it can be dealt with.

In respect of the *Imerman* documents, your client in fact sent copies of all the hard copy documents collected by the courier from my client on 13 April 2021 back to her via Signal text message. I attach the screenshots evidencing this. He also called my client several times screaming and shouting abuse and insults and later referred to our clients having been 'arbed' (arbitraged) by the system and that the lawyers were making money 'behind [our clients'] backs'. (As you may know, arbitrage is a financial strategy to take advantage of information asymmetry).

Having tried to explain to your client that the only documents that required review were those to be held in escrow, my client was told by yours that you had said this was 'bullshit' and that all of the documents had to be reviewed. That was not what was requested in the correspondence. In fact, all that was requested was that the items to be held in escrow be retained and reviewed. That review was to extend only to the following.

1. Laptop computer used by Jade Mia
2. One Touch device containing back up of laptop computer used by Jade Mia
3. Hard drive of computer home made by your client
4. One Touch device containing material relating to your client's crypto assets and dealings

direct: +44 20 7597 6188
e-mail: katharine.landells@withersworldwide.com

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36595446/4

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New York Boston Greenwich New Haven Texas
San Francisco Los Angeles Rancho Santa Fe San Diego

25 February 2022
Caroline Park

5. Hard copy file of print outs from laptop computer referred to at 1 above

In fact, a review of the items at 1 to 3 was suspended following Diana's letter of 20 May 2022 and I am not aware that you have carried out a review of item 4. My client only asked for there to be a review of a very small number of documents, which documents your client in any event shared with her voluntarily.

For your client to have himself incurred costs that were unnecessary, and then his attempt to blame my client for the fact that they were incurred needlessly, is characteristic of his bullying attitude and determination to paint an inaccurate picture of my client in the hope that it may deflect attention from his own behaviour.

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 out. His tactical mudslinging has been a recurring theme throughout these proceedings, as is his effort to seek to assign responsibility for the failure to reach a settlement to my client.

I will send my client's statement in support of her applications as soon as it is ready.

Yours sincerely



Katharine Landells
on behalf of Withers LLP



Karim @

6 May 2021

500 pages de tax returns
[https://documentcloud.adobe.com/
link/track?
uri=urn:aaid:scds:US:f4102887-2ce3-
43e8-b131-28c52e4ef40e](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:f4102887-2ce3-43e8-b131-28c52e4ef40e)

535 pages de UBS statements
[https://documentcloud.adobe.com/
link/track?
uri=urn:aaid:scds:US:e1fee599-4dd6-
454f-a822-68713cf329ac](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e1fee599-4dd6-454f-a822-68713cf329ac)

294 pages de statement de barclays
[https://documentcloud.adobe.com/
link/track?
uri=urn:aaid:scds:US:42875ab5-87cb-
4625-a0aa-251cd6c72b8e](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:42875ab5-87cb-4625-a0aa-251cd6c72b8e)

270 pages de Raymond james ans
other rif raf
[https://documentcloud.adobe.com/
link/track?](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:42875ab5-87cb-4625-a0aa-251cd6c72b8e)



Let Karim message you and share your name and photo with them? You won't receive any messages until you unblock them.

Delete**Unblock**



Karim @

uri=urn:aaid:scd 6 May 2021 ab5-87cb
-4625-a0aa-251cd6c72b8e 9:20 am

These are your documents from home. You want me to keep a copy?

9:22 am

Yellow Folder - Barclays:

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:42875ab5-87cb-4625-a0aa-](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:42875ab5-87cb-4625-a0aa-)

Red Folder – UBS

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:e1fee599-4dd6-454f-a822-6](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e1fee599-4dd6-454f-a822-6)

Grey Folder - IRS _ HMRC.pdf

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:f4102887-2ce3-43e8-b131-2](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:f4102887-2ce3-43e8-b131-2)

Red Box - Jade Mia LCA:

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:de52-4280-a222-4d003b6d5d72](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:de52-4280-a222-4d003b6d5d72)

Black Folder – escrow

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:1111-1111-1111-1111](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:1111-1111-1111-1111)

Et finalement la piece de résistance

<https://documentcloud.adobe.com/>



Let Karim message you and share your name and photo with them? You won't receive any messages until you unblock them.

Delete

Unblock

< Inbox

Dear Karim

Please see below links to the contents of the files queries, and will go through these over the phone please see attached asset schedule and the Chro

Yellow Folder - Barclays:

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:42875ab5-87cb-4625-a0aa-](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:42875ab5-87cb-4625-a0aa-)

Red Folder – UBS

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:e1fee599-4dd6-454f-a822-6](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:e1fee599-4dd6-454f-a822-6)

Grey Folder - IRS _ HMRC.pdf

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:f4102887-2ce3-43e8-b131-2](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:f4102887-2ce3-43e8-b131-2)

Red Box - Jade Mia LCA:

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:de52-4280-a222-4d003b6d5d72](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:de52-4280-a222-4d003b6d5d72)

Black Folder – escrow

[https://documentcloud.adobe.com/link/track?
uri=urn:aaid:scds:US:d686e5c4-6868-4dfb-a95d-](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d686e5c4-6868-4dfb-a95d-)

Kind regards

Joseph





Karim @

<https://documentcloud.adobe.com/link/track?uri=Ude52-4280-a222-4dr> 6 May 2021

Black Folder – escrow

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d686e5c4-6868-4dfb-a95d-135faea362f7>

Et finalement la pièce de résistance
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d686e5c4-6868-4dfb-a95d-135faea362f7>

uri=urn:aaid:scds:US:d686e5c4-6868-4dfb-a95d-135faea362f7

400 pages de textes picker de mon
ordi qui montre bien que tu n'as
aucune limite -

Si j'avais fais ça avec toi entre 2010 et
2014, qu'aurais-je trouvé !

Tu aurais du envoyer que la dernière
section - tout le reste n'a fait que
brûler de l'argent à payer des avocats
pour faire du paper work !

9:48 am



Karim called you · 6 May 2021 9:50 am



Missed call · 6 May 2021 11:22 am

Let Karim message you and share your name and photo with them? You won't receive any messages until you unblock them.

Delete

Unblock



Karim @

marocair

7 May 2021

8:54 am

Si il veut - il a était assez sketchy les dernière fois que l'on s'est parlé -
Je dois lui remettre les originaux dés certificat de naissance

12:30 pm

Je viens de passer 3 heures a revoir les 3000 pages de documents physique et électronique que tu a viole de mes affaires personnel et que tu as partagé avec des étranger -

Des textes ou Olivia dit que j'aide un Pimp! Les montant d'argent les spreadsheet de Olivia - les transaction de Btc pour Phil !!!! Tu n'a rien de sacré - rien de tabou - aucune limite -

Quand j'ai di à Caroline ce que tu m'avais dit sur les documents de



Let Karim message you and share your name and photo with them? You won't receive any messages until you unblock them.

Delete**Unblock**

9:53 ↗



Karim @

tous partage avec des étrangers

7 May 2021

Des textes ou Olivia dit que j'aide un Pimp! Les montant d'argent les spreadsheet de Olivia - les transaction de Btc pour Phil !!!! Tu n'a rien de sacré - rien de tabou - aucune limite -

Quand j'ai di à Caroline ce que tu m'avais dit sur les documents de Barclays / UBS and HMRC que les documents était à me remettre - elle a simplement que ce que tu disais était « Bullshit » et que elle devait les revoir tous et les prendre tous comme imberman -

12:39 pm

Je t'envoie les emails de "bullshit"

12:40 pm

Ok

12:41 pm



Let Karim message you and share your name and photo with them? You won't receive any messages until you unblock them.

Delete

Unblock

9:54 ↗



Karim @

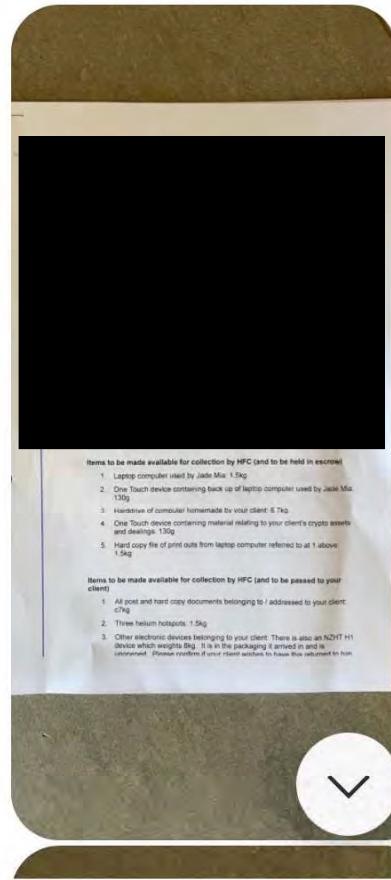
7 May 2021

Ok 12:41 pm

📞 Missed call · 7 May 2021 12:41 pm

Je comprend pas ce que tu dis ou
veux dire

12:42 pm



Let Karim message you and share your name and photo with them? You won't receive any messages until you unblock them.

Delete

Unblock



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COMPANY REGISTRATION No. 7160275

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From: Fletcher, Sally <Sally.Fletcher@withersworldwide.com>
Sent: 12 April 2021 17:21

To: Joseph Mulhem <J.Mulhem@HFCLAW.COM>

Cc: Parker, Diana <Diana.Parker@withersworldwide.com>, Caroline Park <C.Park@HFCLAW.COM>

Subject: RE: Mr & Mrs Zahmouli - Collection of documents/items [W-EU.FID1659684]

Dear Joseph

Thank you for your email.

You say that your client is having everything collected. For the avoidance of doubt, please can you confirm further to our correspondence last week that the courier is being arranged by your firm and that everything will be delivered directly to your firm first and that all of the items listed under the heading **Items to be made available for collection by HFC (and to be held in escrow)** in my email of earlier today will be held by you so that they can be reviewed and relevant items disclosed. **The items under the second heading can be passed on to your client.**

My client will not be available to handover the documents/items until 1.30pm tomorrow so, subject to receiving the confirmations sought above, please can you arrange for the courier to arrive after that time.

Best wishes

Sally

Sally Fletcher
Associate
Family
t +44 20 7597 6152
withersworldwide.com | [my profile](#) | [#ModernRelationships](#)

Secretary: Julie Tickell t +44 (0)20 7597 6407

Withers LLP
20 Old Bailey, London EC4M 7AN

9:55 ↗



Karim @

7 May 2021

I need to go immediately to CLC I will send more later

It was crystal clear

Separate

And labelled

I have all the emails 12:51 pm

What did Withers write to HFC?

12:58 pm

Well it seems to be clear indeed - but what I went through is clear as well - And we were arbed by the system - How 26 years can be arbed by unknown people -
Good lesson

1:10 pm



Letter explainin...- April 2021.pdf



Let Karim message you and share your name and photo with them? You won't receive any messages until you unblock them.

Delete

Unblock



Your ref: dcp/slfln89320/0001/mqc

Our ref: CP.ZAH003.I

Kate Landells
Withers
DX 160 London/Chancery Lane

25 February 2022

By email only: Katharine.Landells@withersworldwide.cc

Dear Kate

Nadia Zahmoul and Karim Zahmoul – finances

I write in advance of the hearing on 4 March 2022.

Outstanding requests

Please now provide as previously requested on multiple occasions:

- a) An evidenced breakdown of costs incurred by your client with Taylor Wessing;
- b) An evidenced breakdown of the costs incurred by your client with Hazlewoods;
- c) Evidence of what is currently outstanding with Taylor Wessing and her accountants.

The only outstanding matter in respect of tax is for your client to provide details of the base cost / gains / losses in respect of the investments held / previously held within her Fidelity portfolio. This was requested on 5 November 2021 and promised on 18 November 2021, but it is yet to be provided.

Please confirm this is agreed and will be provided prior to the hearing or included in the Order. If not, it will need to be considered by the Court.

New requests

Separately my client would like the release of undertakings / permission of the Court in respect of:

- a) The return of his homemade computer, currently held by my firm – 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

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Mark Harper • Renato Labi • Caroline Park

Bryan Jones • Kate Brett

the avoidance of doubt, I am referring to the device on the left of the enclosed photo. Please confirm;

- b) The partial discharge of the BOJH mortgage using the funds in the BOJH accounts. My client suggests \$600,000 is discharged from the total of c.\$650,000 in the joint accounts. The interest rate is c.3% per annum so it is wasteful for these funds to be sitting in a current account.

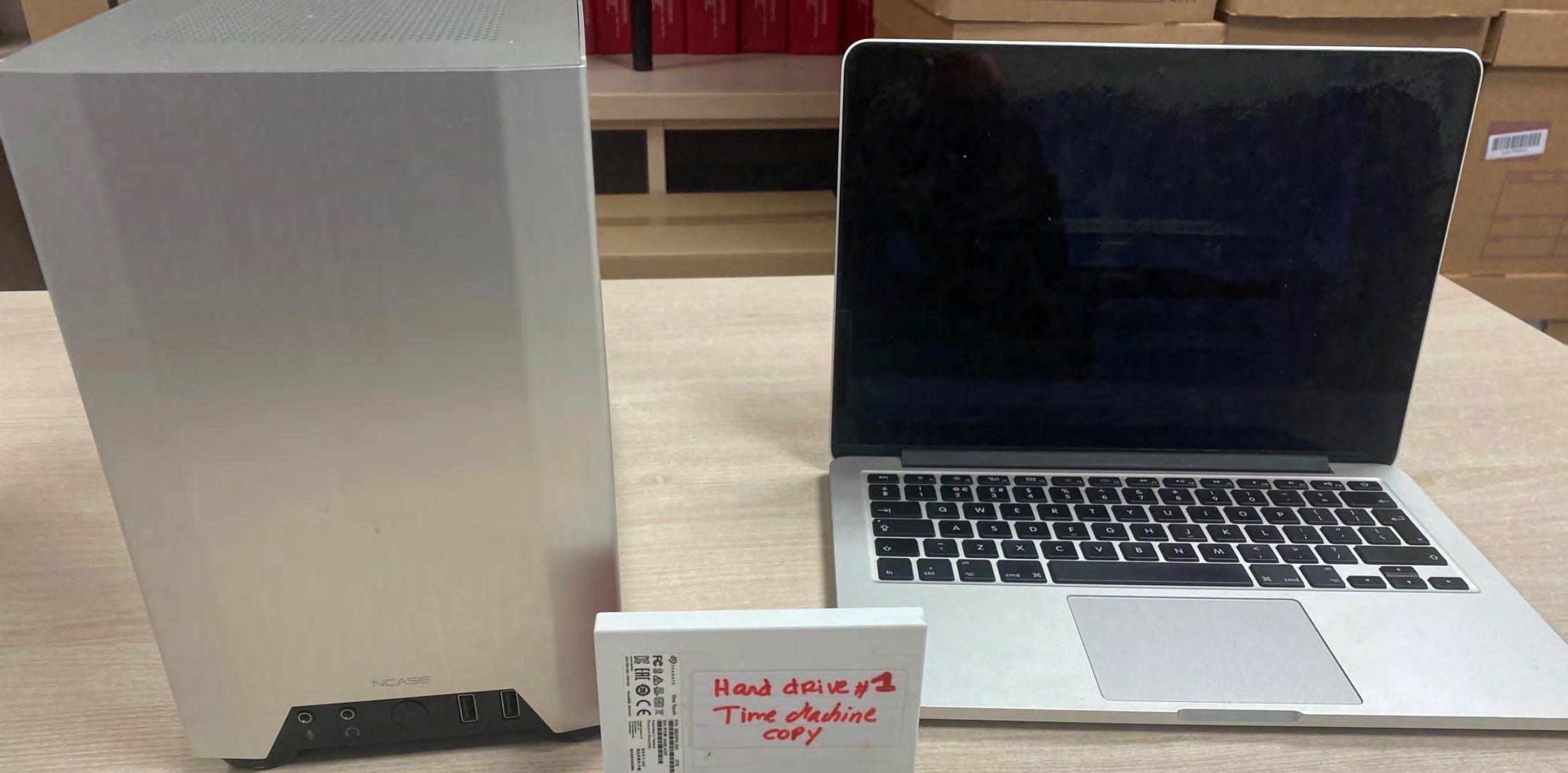
Please confirm both of the above is agreed. If not, it will need to be considered by the Court.

Yours sincerely



CAROLINE PARK

Enc.



Our ref:
Your ref: CP.ZAH003.1

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02 March 2022

Caroline Park
Hughes Fowler Carruthers
DX 251
London/Chancery Lane

By email: c.park@hfclaw.com

Dear Caroline

**Nadia Zahmoul and Karim Zahmoul - Finances
Applications in advance of the directions hearing**

I write further to your letter of today's date.

As I have explained previously, your client's failure to provide full, frank, and transparent disclosure during the course of these proceedings and his deliberate under-reporting of his Topanga interest has, understandably, given my client legitimate anxieties surrounding your client's disclosure and the reliability of that disclosure. Those concerns were exacerbated rather than allayed by your client's replies of 11 February 2022. It is against this backdrop that my client filed her applications on 18 February 2022.

It is not accepted that my client has no wish to settle, as you say in your letter. My client would very much like this litigation to be brought to an end but she cannot reasonably be expected to have meaningful settlement negotiations until your client has provided a transparent, appropriate, proportionate and up-to-date picture of his finances.

Having now had an opportunity to review with my client your client's disclosure dated 11 February 2022 in more details and to review your letter of today's date (both of which post-date my letter to you of 9 February 2022), my client has instructed me to confirm her position in respect of her applications.

1. Expert evidence regarding crypto assets

It is not accepted by my client that yours has disclosed his crypto assets properly. The transaction histories that your client has produced do not provide the public address/key for each of the various wallets from which or to which transactions were made nor do they provide any other details of the origin or destination of any of the transactions. Therefore, my client cannot cross-check the transactions (as she would if these were traditional bank statements, for example). Your client is going to need to provide proper wallet addresses, transaction histories with the public keys visible for Binance and proper disclosure of all public keys of all of his wallets, including the mining wallets. Your client must provide the Zerion wallet address as well.

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e-mail: katharine.landells@withersworldwide.com

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36644070/2

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Your client provided screen shots of Chia transactions on Gate.io. My client requires the history of transactions and all the public wallets addresses associated with your client's mining activities on this exchange. Public wallet addresses should be complete and readable to enable my client to identify all transactions.

Crypto assets and the means by which they are traded are inherently complex and highly encrypted. The way in which one might disclose and report on this type of asset is not something with which the Court will be familiar (this being a relatively new type of asset class), which is why it would be helpful to the Court (and also cost effective) for an expert to be appointed to produce a report to establish whether or not your client has made full disclosure. You will have seen from the experts' Replies to our Preliminary Enquiries that CipherBlade would be willing to carry out 10 hours' of work for £4,500 plus VAT.

My client will therefore be seeking permission to adduce expert evidence in respect of the crypto assets and, as set out below, your client will need to cooperate to provide proper disclosure information to the expert to enable the report to be prepared. My client would be willing to meet the cost of the report in the first instance, the meeting of that cost to be revisited in the event that there is shown to have been non-disclosure by your client.

2. Disclosure from your client to a crypto expert for the purposes of a report

As above, your client will need to provide the public keys for each of his wallets for his crypto assets (which, to date, your client has not provided), and such other information/material/devices as may be considered necessary by the expert to provide their report as directed above at paragraph 1.

He will also need to provide properly detailed transaction histories for each of his wallets for his crypto assets from 1 January 2019 to date to include the public keys for every transaction and annotated to show the source / destination of each of the credits and debits from the wallets.

3. Your client's private equity investments

Please confirm which of the assets (if any) your client says are not capable of being transferred as to 50% to my client (in specie). My client agrees to limit the scope of the valuation exercise to these assets only. In respect of the assets that are transferrable in specie, your client will have to provide specific and up to date evidence as to his holdings in advance of any transfer in addition to the further information required below.

4. Further disclosure to be provided by your client

You say in your letter that some of the assets in respect of which my client is seeking disclosure have not been mentioned previously but had your client been full and frank in his disclosure at the outset of these proceedings, then my client would not have had reason to raise further questions of his disclosure. Indeed, it is only now, on 11 February 2022, that he has disclosed the fact he holds 50% of one of his investments on behalf of a third party. Similarly, it is not surprising that my client wishes to raise questions over the fact that your client has, very recently, disposed of an asset at cost, when my client has reason to believe that your client's equity investment would have increased by 1013% (since his original investment) following a recent funding round. It is against this backdrop that your client will need to respond to my client's discrete requests for further information in respect of the following.

- (a) His involvement in Ambulnz. You have provided a copy of an email chain which ends with "*can you give me a quick call at +1-508-740-9128 and we can sort this out asap*". That email chain does not evidence that your client did not proceed with an investment in Ambulnz. In fact, he told my client he had proceeded with that investment and it is reported on the enclosed spreadsheet as being an

investment he made with Mike Deeg. This spreadsheet is a document that your client shared with mine via his Google Drive, to which he gave my client access.

- (b) A Crypto-mining partnership in which my client believes your client is involved. You say in your letter that your "*client is involved in the mining of Helium with others as has been disclosed in full previously. He has also recently joined a venture with a view to mining Chia (see below) in a similar way, albeit this is not currently profitable. Neither are formal partnerships, rather informal agreements between friends, albeit the Chia venture is being rolled into EMViyra Trading Ltd.*". This has not been disclosed by your client in these proceedings to date. Your client will need to provide full details of his involvement in the mining of crypto currencies and the 'informal' agreements which he has in place together with documentary evidence in support. He will also need to confirm what remuneration/rewards (if any) he receives from the mining of crypto currencies and again provide documentary evidence in support. Your client must also disclose the mining partnership (the GP and the LP's) involving Mike Deeg, Santiago Capurro, Diego Paez and several other members.
- (c) The Crypto Fund. How can my client be confident that your client did not launch this with Michael Deeg and Santiago Capurro? In circumstances where your client has previously failed to be frank in his disclosures, it is not adequate for your client to say that mine should simply take him at his word.
- (d) Bitwyre and specifically, your client's alleged recent disposal of his interest at cost. It is completely implausible that your client (who has more than 30 years' experience in the investment banking industry would exit this investment at cost when there have been three further funding rounds since the round in which your client made his initial investment, at which point the implied company valuation was \$1,000,000. Bitwyre's most recent funding round was announced on 31 October 2021 and closed on 1 November 2021, raising a total of \$125,000 at a pre-market valuation of \$12,500,000.
- (e) MintGreen, including but not limited to your client's involvement in other CoinShares active products, any allocation received by your client in the first funding round of MintGreen, any Rights, Preferred Shares, and the fact that on 11 February 2022, he stated that 50% of this investment is held on behalf of a third party, which assertion was not previously made in these proceedings, and which is not accepted.
- (f) Chia. You say in your letter that your client "*has recently joined this venture to mine Chia. He assisted friends to set this up last year. He did not invest at this time but decided to invest last year when Ms Kutkevitch was interested in investing in MintGreen*". Why then has your client's interest in the Chia mining venture not featured in any of his disclosure and/or any asset schedules produced by his Counsel to date? This is the first we have heard of this investment which your client now reveals is worth a total of £46,000 with an outstanding commitment of £20,000. My client will now need to be given an opportunity to review this latest disclosure which, as is typical of your client, has been produced at the eleventh hour.
- (g) Yummy. There is nothing in the emails provided by your client to evidence the fact that your client did not proceed with this investment. They are simply copy emails as disclosed by my client under cover of her statement.
- (h) LimeJump. There is nothing in the emails provided by your client to evidence the fact that your client did not proceed with this investment.
- (i) Tyfone. Still, no explanation has been provided as to why:
 - (i) your client only provided the information in respect of the Tyfone spin out on 11 February 2022 (9 months after he first received this information); or

- (ii) my client received various requests for spousal consent from Tyfone from as early as 22 July 2021.

On the basis that your client is not willing to produce a witness statement from Mike Deeg (which you say is unnecessary), we will produce a letter of authority for your client to sign, authorising Nikhil Kalghatgi, Doug Chertok, Vast Ventures LLC and Mike Deeg to disclose to my client the following information:

- a. In the case of Vast Ventures and Doug Chertok, Managing Partner, any interest held by your client in the company either now or previously, through ownership interest in Vast Venture Healthcare LLC, by himself directly or through Mike Deeg or any other ownership structure; and
- b. In the case of Nikhil Kalghatgi and Mike Deeg, copies of any correspondence which would assist the Court in clarifying the extent of your client's business ventures.

5. Topanga / Coinbase

My client will not pursue her application for an order that your client carry out a further search of his email accounts at this stage. She already has plenty of evidence in relation to your client's non-disclosure of this asset. The search that your client conducted of his email account for correspondence containing the word 'Topanga' is not an adequate substitute for the search which should have been carried out using the word 'Coinbase'.

6. Cornish Lithium.

Your client states in his replies dated 11 February 2022 that he made an investment in this company in October 2020. He claims he holds 276,665 ordinary shares and that the last equity crowdfunding was in June 2021. He further claims that 'he is not aware of any further fundraises currently'. My client's research shows that Cornish Lithium in fact had its sixth funding round in the form of a corporate investment on 29 November 2021 and raised £6 million at a pre-money valuation of £82.2 million. Your client has not disclosed this during the course of these proceedings. A further search online reveals several articles about TechMet's commitment to invest up to £18 million in Cornish Lithium and yet your client failed to disclose any of these material events. He cannot claim he did not have knowledge given that his consulting firm, Emviry, has a contractual arrangement with Cornish Lithium. The terms of the contract are as follows: Cornish Lithium pays Emviry (i) a retainer of £15,000 per month, (ii) a sum of £30,000 upon its first strategic partner/investor signing an NDA, (iii) a further sum of £60,000 upon its strategic partner/investor submitting an indicative offer, and (iv) a success fee of 1% of the total investment raised for its project plus 2% royalties in the project.

7. Transfer to a judge of High Court level

There has been clear evidence of non-disclosure by your client in these proceedings. The assets are complex: your client has significant investments in crypto currencies and private equities, many of which he holds through SPVs and LP's. Significant assets are in the form of digital securities and crypto assets. This adds complexity to the balance sheet. The accounting, valuation methodologies and reporting requirements of these assets are emerging. Furthermore, your client has a complex tax situation which is still not clear with various jurisdictions in play across all asset classes.

8. Preservation Order

My will not pursue her application for a Preservation Order at this time provided your client now complies with his duties to give full and frank disclosure.

2 March 2022
HFC

9. Costs

My client will pursue her application for an Order that your client should pay the costs of her application.

I trust that this clarifies the position and that your client will now cooperate in the disclosure process in a meaningful way so that the settlement negotiations can resume.

Yours sincerely



Katharine Landells
on behalf of Withers LLP

<u>Country</u>	<u>Bank Name</u>	<u>Currency</u>	approx Balance
US	Citibank	USD	12,000.00 www.citibank.com
US	Metropolitan Commercial Bank	USD	30,000.00 http://www.metropolitanbankny.com/
US	Bank of Jackson Hole	USD	7,000.00 www.bojh.com
UK	Barclays Bank	GBP	
UK	Barclays Bank	GBP	
UK	Barclays Bank	GBP	
UK	Barclays Bank	GBP	
UK	Barclays Bank	GBP	
UK	Barclays Bank	GBP	
UK	Barclays Bank	GBP	
Swiss	UBS	USD	Individual

Date	Name	Currency	Amount	Description of Structure	contact	Number
2005	Cebaco Fishing Co.	USD	433,000.00	Investment in Panamenean Land company/	Ovidio Diaz	
2006	GF Agro	USD	500,000.00	Investment via DE fund into agricultural land in Argentina	Willy Navone	
2010	Alcentra Capital	EUR	200,000.00	PE investment into SME direct lending platform via Barclays Wealth	Sachit Nair	
2016	Blackstone Special Opportunity Fund	USD	200,000.00	PE investmeth into Blackstone flagship via Barclays Wealth	Sachit Nair	
2015	54 Capital - Aquasafe	USD	75,000.00	PE into water company in Ethiopia - via 54 Capital	Yassine Benjelloune	
2016	54 Capital - Hydra	USD	50,000	PE into Pharma company in Ethiopia - via 54 Capital	Yassine Benjelloune	
2016	Coinbase FF security investment	USD	75,000	Coinbase FF security investment	Mike Deeg	
2017	Ambulanz	USD	25,000.00	VC investment via TRS with Mike Deeg	Mike Deeg	

Rowe-Jones, Olivia

From: Joseph Mulhern <J.Mulhern@HFCLAW.COM>
Sent: 02 March 2022 09:35
To: Barber, Harriet
Cc: Caroline Park; Parker, Diana; Landells, Katharine; Campbell-Brunton, Nadia
Subject: RE: BV20D01752 Zahmoul v Zahmoul [W-EU.FID1659684]

Dear Harriet

Thank you. Please provide the updated bundle as soon as possible so our Counsel can prepare.

Kind regards

Joseph

Joseph Mulhern

Associate Solicitor

Hughes Fowler Carruthers
Academy Court
94 Chancery Lane
London WC2A 1DT

Tel: +44 (0)20 7421 8383

Email: J.Mulhern@HFCLAW.COM

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From: Barber, Harriet <Harriet.Barber@withersworldwide.com>

Sent: 01 March 2022 18:41

To: Joseph Mulhern <J.Mulhern@HFCLAW.COM>

Cc: Caroline Park <C.Park@HFCLAW.COM>; Parker, Diana <Diana.Parker@withersworldwide.com>; Landells, Katharine <Katharine.Landells@withersworldwide.com>; Campbell-Brunton, Nadia <Nadia.Campbell-

Rowe-Jones, Olivia

From: Barber, Harriet <Harriet.Barber@withersworldwide.com>
Sent: 02 March 2022 10:29
To: Joseph Mulhern
Cc: Caroline Park; Parker, Diana; Landells, Katharine; Campbell-Brunton, Nadia
Subject: RE: BV20D01752 Zahmoul v Zahmoul [W-EU.FID1659684]

Dear Joseph

Please see below a link to the updated Court bundle:

<https://withersworldwide.sharefile.com/d-s0d2b4db5d8624da295817067cfa7c35b>

Please note that you will need to download the bundle in order to navigate using the bookmark facility.

Kind regards

Harriet

Harriet Barber

Associate

Family

t +44 20 7597 6128

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Secretary: Chloe Whitthread t +44 (0)20 7597 6629

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20 Old Bailey, London EC4M 7AN

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From: Joseph Mulhern <J.Mulhern@HFCLAW.COM>

Sent: 02 March 2022 09:35

To: Barber, Harriet <Harriet.Barber@withersworldwide.com>
Cc: Caroline Park <C.Park@HFCLAW.COM>; Parker, Diana <Diana.Parker@withersworldwide.com>; Landells, Katharine <Katharine.Landells@withersworldwide.com>; Campbell-Brunton, Nadia <Nadia.Campbell-Brunton@withersworldwide.com>
Subject: RE: BV20D01752 Zahmoul v Zahmoul [W-EU.FID1659684]

Dear Harriet

Thank you. Please provide the updated bundle as soon as possible so our Counsel can prepare.

Kind regards

Rowe-Jones, Olivia

From: Landells, Katharine <Katharine.Landells@withersworldwide.com>
Sent: 02 March 2022 11:21
To: Caroline Park (c.park@hfclaw.com)
Cc: Joseph Mulhern; Barber, Harriet; Parker, Diana
Subject: Zahmoul - My client's rent [W-EU.FID1659684]

Dear Caroline

My client has been contacted by the landlord for the property in Cheltenham because the rent, which was due on 25 February. This is the second time this year that your client has been late with the rental payment. There's no reason why it should not be paid on a standing order. Please confirm that your client has paid the rent and that he has instituted a standing order. His behaviour in causing my client distress and needless interactions between her and the landlord in respect of the non-payment of rent.

Please come back to me as soon as you can.

Best wishes
Kate

Katharine Landells

Partner
Family
t +44 20 7597 6188

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Secretary: Chloe Whitthread **t** +44 (0)20 7597 6629

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20 June 2022

Ms C Park
Hughes Fowler Carruthers

By email only: c.park@hfclaw.com

Dear Caroline

Nadia Zahmoul and Karim Zahmoul - Finances (SJE report)

I write further to your letter of 14 June 2022.

In circumstances where it has been actively advocated on behalf of your client that he intends to be thorough and transparent in relation to his disclosure and engagement in the preparation of the SJE report, it is somewhat telling that your client has objected as vociferously as he has to the schedule of deficiencies that he was on notice would be produced on behalf of my client.

You appear to take issue with the fact that the schedule of deficiencies has been sent directly to the expert, yet surely this will expedite matters (as it was intended to do) in circumstances where both parties have expressed their desire to receive the final report in good time before the settlement meeting on 12 July 2022. Further, if your client is genuine in his intention to be thorough and transparent in relation to his disclosure then I do not see why he should take any issue with the list of deficiencies that my client's shadow expert has already identified in your client's disclosure being sent straight to the SJE. You will note that rather than sending the full report to the expert, as I sent to your firm, I sent him only the list of deficiencies.

This is an overbearing and obvious attempt by your client to control a process that needs to run its course. It is perfectly reasonable for my client to have someone on board given the asymmetry of knowledge, yet your client has, in response to legitimate queries of his disclosure, raised allegations that there is an issue about the person my client has chosen to assist her.

My client's position in terms of why it was that she wished to instruct CipherBlade has already been fully set out in the submissions that were filed on her behalf ahead of the hearing on 16 May 2022. As detailed in those submissions, there are very few companies who are able to conduct thorough and reliable investigations into blockchain and crypto trading. CipherBlade is equipped to deal with cases like this because of its use of Chainanalysis. CipherBlade is an official Technology and Investigation Partner of Chainanalysis given their extensive use of Chainanalysis KYT and Reactor and the Chainanalysis certification of their staff. My client remains very concerned that your client has engaged in sophisticated crypto trading and transaction activities over several years with the aim of hiding the true extent of his holdings.

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e-mail: katharine.landells@withersworldwide.com

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37591817/2

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20 June 2022

HFC

It is against this backdrop that she decided to instruct Mr Sibenik as her shadow expert following the hearing on 16 May 2022. My client was assisted very briefly by a different shadow expert before the hearing in an attempt to try and address the asymmetry of knowledge and information in relation to your client's crypto assets.

You refer in your letter to 'the fixation of seeking the transaction histories back further than 1 January 2019' and seem to suggest that this indicates a disregard for the scope of the court's order. Contrary to your suggestion, my client is simply trying to make sense of and understand the disclosure which has been provided by your client (a sophisticated investor in this field), hence she has availed herself of the assistance of Paul Sibenik of CipherBlade who as recently as last week, following the meeting with Another Day on 14 June 2022, wrote to express his concern regarding the 1 January 2019 cut-off. His concern emanates from the fact that **your client has never provided starting balances for his crypto holdings and continues to fail to disclose the addresses associated with his Coinbase and Binance accounts that may allow us to verify the extent of his crypto assets. Furthermore, many wallets, transactions and accounts have already been identified as having pre-2019 activity which may well fall outside the scope of the expert report and, if they do, your client will not be obliged to respond or provide any data in that regard.** Mr Sibenik is concerned that the family practitioners in this matter have underestimated the significance of the 1 January 2019 cut-off (crypto being a relatively new phenomenon for the majority of us) and the limitations that this may cause insofar as identifying any potential additional undisclosed assets, wallets and accounts belonging to your client. This is why, I understand, it is important that 'older' records be produced by your client as these in turn may lead to other notable wallets or accounts that would not necessarily be linked to those disclosed as part of his post-2019 activity and would therefore not be apparent. Ultimately, the expert's hands are tied as a result of the wording that appeared in his letter of **instruction which has been eroded by Mr. Zahmoul's solicitors since the 7 April 2021 hearing which sought to rely upon the industry accepted standards for crypto disclosures included as suggested by Andrzej Bojarski of 36 Bedford Row and Byron James of Expatriate Law in their article Cryptocurrencies and Cryptoassets: Freezing Orders, Disclosure Orders and the Instruction of Experts published on Family Law Week..**

My client's shadow expert has also raised a query over your client's statement that he sent the majority of his crypto funds to exchanges 'for security' in circumstances where I understand that self-custodial wallets are far more secure because there is no risk of one's account being breached or hacked (since there is no account with an exchange) or of the exchange itself being hacked and/or losing customer assets overall, nor is there a risk of internal theft or embezzlement or someone within the exchange 'running off with the money' so to speak. Metamask is just one example of a self-custodial wallet that your client already uses **and is in addition to the Multibit wallet he is known to have owned, among others..**

As can be seen from the feedback that my client has received from her shadow expert, there are legitimate queries of your client's disclosure and consequently, it is not accepted, as was alleged in your client's D11 application dated 10 June 2022, that our email to the expert on 9 June 2022 was in any way inappropriate, nor was it intended for any purpose other than to expedite matters and to ensure that your client provides full disclosure of his crypto assets ahead of the settlement meeting on 12 July 2022.

As for your client's alleged concerns about the security of his data, I have already explained on a number of occasions that your client's arguments in this regard are unconvincing. This is particularly so in circumstances where your client's data is already outside of the (UK) jurisdiction - his holdings with Coinbase and Coinbase Pro being 'located' on Coinbase's centralised exchange, which is based in California and your client being heavily engaged in crypto money activities which take place all over the world. Clearly, this is not a legitimate concern of your client's. His objection to information being provided to an expert who is now involved in these proceedings (an expert who your client was willing to have attend the meeting with Another Day) is completely without foundation.

20 June 2022

HFC

I trust that there will be no need for any further solicitor correspondence in this regard and I look forward to hearing from you in response to my email of 13 June 2022 with the missing information that was set out in the schedule of deficiencies that has been provided to you and the expert.

Yours sincerely

Katharine Landells
on behalf of Withers LLP

Our ref: ksl/ln89320/0001/ksl
Your ref: CP.ZAH003.1

22 June 2022

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Ms C Park
Hughes Fowler Carruthers

By email only: c.park@hfclaw.com

Dear Caroline

**Nadia Zahmou and Karim Zahmou - Finances
Crypto deficiencies and Imerman documents**

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:

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.

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. Your client's attitude to his disclosure in relation to his crypto currency holdings, and the other general deficiencies in his disclosure (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 it is appropriate now for that review to be completed, as is required by the guidance in *Imerman* and *UL v BK*. 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.

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 *UL v BK* which reads:

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37608017/2

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22 June 2022

HFC

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 look forward to hearing from you as a matter of urgency that your client agrees that this exercise will now be completed.

Yours sincerely



Katharine Landells
on behalf of Withers LLP



Your ref: dcp/slfl/n89320/0001/mqc
Our ref: CP.ZAH003.I

Kate Landells
Withers
DX 160 London/Chancery Lane

23 June 2022

By email only: Katharine.Landells@withersworldwide.com

Second letter

Dear Kate

Nadia Zahmoul and Karim Zahmoul – finances

I refer to your letter dated 21 June. It contains wild and baseless allegations (and in some places simply incorrect figures). The purpose of the SJE report is to provide clarity from a jointly instructed independent source.

As a general point and as I highlighted on the call last week, it is Mr Pinto's report and must be led by him, including requesting the information he requires. In any event, it is plain from his correspondence and the information he is requesting that he has read Cipherblade's requests for information but it is for him, as the single joint expert, to determine what additional information to seek. My client wants to provide as much clarity as possible, but Mr Pinto cannot be flooded with information he has not requested.

Simply in order to draw a line under this, I respond to the points in your letter using the same headings.

Source and destination of transactions

As my client explained on the call with Mr Pinto, he has historically made a number of small transactions to others (c.€50-€100 in BTC) to educate them about cryptocurrency / Bitcoin. He explained on the call that these are what all the small transfers from his Coinbase account relate to. All others are explained on the spreadsheet.

One such small transaction was the one you highlight on 25 October 2019 of 0.013101880 BTC. This is not equivalent to €6,899.43.¹ This amount of BTC is currently worth c.€265. At the time of the transaction, as detailed on the spreadsheet (market value column) it was worth c.€90.

This €90 transaction to a third party appears to be the entire basis for your client's grand conspiracy theory in a case where she has spent nearly £1m on the proceedings to date.

¹ This would mean 1BTC was worth €526,598.

Obviously my client has no knowledge of the activity of the various third parties to whom he transferred a small amount of BTC from time to time. Some of these people would have been known to Ms Molina so yes there may have been transfers between their accounts and Ms Molina's but my client has no knowledge of this. The 0.084973430 (c.€799 at the time) my client transferred to Ms Molina on 21 July 2019 is explained on the spreadsheet.

Cold wallets and other wallet references

The Zerion "account" is simply a consolidation of the two metamask wallets. To his knowledge, my client does not have any cold wallets or indeed any other wallets other than those disclosed. Mr Pinto's report will clarify.

As has been explained previously, my client did not create the document (last page of the enclosures to the letter of instruction) with the Coinbase, Multibit and Gemini public keys – your client did and so he does not know the source of these.

As regards the Gemini wallet, as can be seen, it has no current balance. Your final paragraph under this heading is impossible to follow – you are listing public keys without any reference as to their source.

However, my client can dispel another baseless accusation in respect of the Changelly deposit addresses which you mention and has been referred to previously in your client's position statement for the hearing on 31 May (albeit with a typo – a missing character). Like many other things, this has already been explained and evidenced. I refer you to the Imerman letter dated 24 June 2021. At paragraph 43 this letter stated:

"Screenshots showing a Changelly (a crypto currency exchange platform) transaction (enclosed). This was not our client's asset (our client had simply taught Mr Jenkins how to convert Bitcoin ("Btc") to Tether (USDT-equivalent to cash)). Our client has never held a Changelly account."

The enclosures to the Imerman letter on this point are enclosed. Our client set up a Bread wallet for Phil Jenkins, his former boss, and facilitated the conversion of 7.53 BTC (belonging to Phil Jenkins) into c.50,000 USDT via Changelly. This is of course clear from the Whatsapp messages previously provided.

Multibit

As highlighted above, our client does not know where your client appropriated this public key from / the headings. In any event as you will note from the headings, the Coinbase and Gemini addresses are marked with my client's email address / his initials. The Multibit address is not. As such, my client does not believe this was his wallet. He has set up accounts for a number of people in the past including Phil Jenkins per the above as well as Mike Deeg – his best guess is that this is Mike's wallet.

As regards your continued attempts to seek to extend the scope of the report from that which was ordered - of course anyone hired to investigate assets (and particularly someone given an erroneous brief that my client has undisclosed assets) will want to have all historic information from source to check every single transaction ever made. This is no different to an investigation of bank accounts.

The Court has already determined this issue and the inquiry ordered is into transactions since 1 January 2019. Your letter, general approach and the level of your client's costs highlight exactly why the Court did so.

My client was served with divorce papers (surreptitiously and completely out of the blue) in July 2020. It is presumably accepted that he was not expecting this.

Your client can run the baseless case at trial that my client sought to hide crypto-assets from your client in anticipation of a divorce which he did not expect. Your client can also run the argument that my client had the ability to predict that in future court proceedings a Judge would order an inquiry in relation to transactions from 1 January 2019 and so with this foresight made the decision not to transfer any funds to / from his Coinbase, Binance or Metamask wallets / accounts to / from these fictitious undisclosed accounts after this date. I would suggest, however, that this is absurd.

The costs incurred in seeking repeatedly to re-litigate in correspondence a matter which has already been determined by the Court will have to be borne by your client, as well as pursuing such an unreasonable point.

Yours sincerely

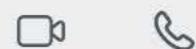


CAROLINE PARK

Enc.



Phil Jenkins
online



<https://coinmarketcap.com/currencies/tether/>

17:19 ✓/✓

👉 Forwarded

Assuming \$100k zone:

- Register with KYC info (individual or corp)
- You get a dedicated hot wallet to deposit BTC to. First 0.01 BTC then balance
- pre deposit, ask for indicative quote
- post deposit, ask for firm quote
- assuming accepted, settlement is roughly T+2

Tether is fine but will be on best execution basis, meaning we'll fill in most liquid market and apply spread to gross proceeds.

18:17 ✓/✓



⬇ 13 kB

22:05 ✓/✓

1B1RAiVsAw4Ng6fNiHBnVNT2cLTsuMyXFk

22:06 ✓/✓

Just set up this new bread wallet for you - it is BTC

22:06 ✓/✓

Thanks





Phil Jenkins
online



another way to do it is through this exchange

https://changelly.com/?ref_id=1c09373a98a1

22:12 ✓✓

you send BTC and receive USDT which is Thether in the address they provide you - very easy - should do in small size happe to work with Natalie to do it

22:13 ✓✓

Initial trade should always be in small number to make sure all works well

22:15 ✓✓

Can never be cautious enough

22:15 ✓✓

⬇ 92 kB

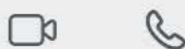
Bread wallet keys

22:16 ✓✓

✗ Missed voice call at 22:40



Phil Jenkins
online



Call when you can?

22:47

Missed voice call at 22:42

Missed voice call at 22:46

Called back

22:50 ✓✓

Missed voice call at 22:58

Missed voice call at 23:17

Tether address

23:23 ✓✓

<https://tether.to/>

23:24 ✓✓

<https://tether.to/why-use-tether/>

23:25 ✓✓

7/3/2018

USDT - 1LTBi59Ya26g9rSfnsC8XvN6cGcncY6jNm

07:13

Please send the whole balance

07:13

Let me know when it's done please

07:14

Phil Jenkins

USDT - 1LTBi59Ya26g9rSfnsC8XvN6cGcncY6jNm

I should send a small amount and make sure they get it -
First time I send USDT

07:28 ✓✓



Phil Jenkins
online

□ ☎ 🔍 ▾

No just send it al 07:37

Phil Jenkins

USDT - 1LTBi59Ya26g9rSfnsC8XvN6cGcncY6jNm

Are you sure that's a USDT address and not a BTC address

07:38 ✓✓

Yes 07:38

Tether Issues USDT and EURT Tokens on Top of the Ethereum Blockchain |
NullTX

nulltx.com

<https://nulltx.com/tether-issues-usdt-and-eurt-tokens-on-top-of-the-ethereum-blockchain/>

07:53 ✓✓

Is it a USDT on ethereum Blockchain or on Bitcoin Blockchain

07:54 ✓✓

Phil just to be clear -

USDT is a token handled by the OMNI network* which rides on top of Bitcoin.
OMNI transactions are Bitcoin transactions with a few extra payload bytes.
Thus, USDT and OMNI addresses are simply Bitcoin addresses.

It would appear that Huobi and [Gate.io](#) are simplifying the management of keys
by using the same addresses when possible.

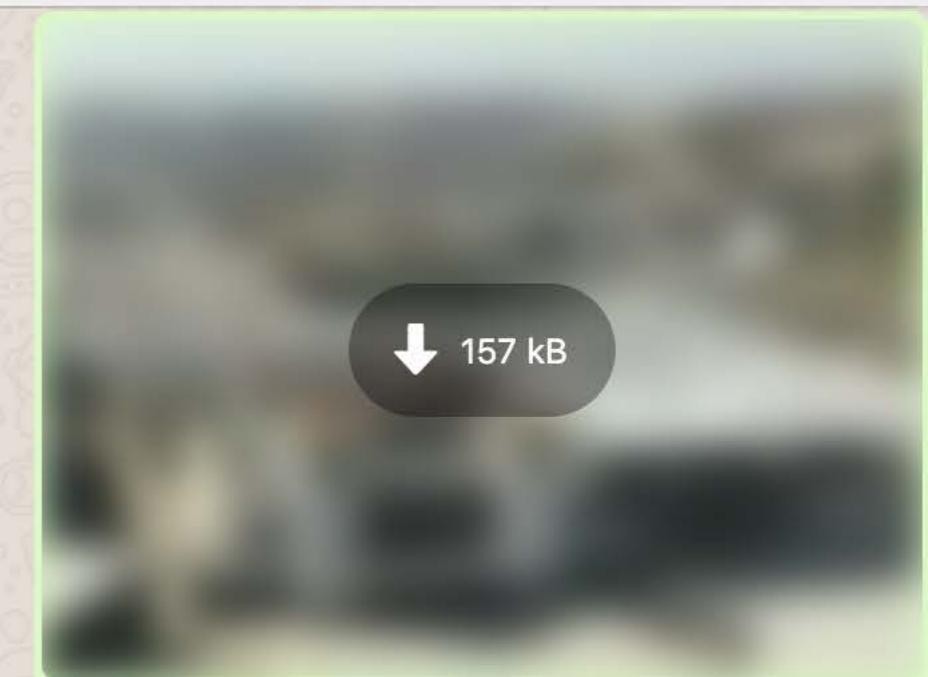
* USDT also now exists on the Ethereum network, but this is a new variant.

I believe that address that you sent me is a BtC variant of USDT - I just want to
be sure before I send -

Yesterday Ana and you asked about Teaser so I want to be triple sure before
sending the funds -



Phil Jenkins
online



157 kB

They should put solar panels !

10:18 ✓✓

ONCH - one of the larger potential 1309 offtaker

10:19 ✓✓

ONCF - Office National des Chemin de Fer

10:20 ✓✓

You can send
10:23

Will send shortly
10:23 ✓✓

Thanks
10:23



77 kB

11:20 ✓✓



Exchange status **7.585 BTC** to **49,271.567279 USDT**

Transaction ID: **2319ce81bed7**

[DETAILS](#)



Waiting for your payment

?

YOU HAVE SENT:

Amount: **7.585 BTC**

To changelly address: **36V6X8Mjry51yPQqC2h5cuAp7T...** [COPY](#)

Hash: **9fecd107a43ea02a17e0f6d616f7...** [COPY](#)



Exchanging

?

YOU WILL GET:

Amount: **49,271.567279 USDT (Estimated)**

To address: **1LTBi59Ya26g9rSfnsC8XvN6cGcn...** [COPY](#)



Sending to your wallet

?

TRANSACTION # 21239bdd3735

Transaction is completed



TRANSACTION # 21239BDD3735

SENDER	sphdgttether@gmail.com
INPUT TRANSACTION HASH	105653b73948685bb95f7dbeddcd601c33a7e8ff0e3 593ef16b77219f0a805a1
AMOUNT	7.53 BTC
MONEY RECEIVED	03 Jul 2018, 12:38:16
FEE	<u>252.76703789 USDT</u>
EXCHANGE RATE	1 BTC = 6,526.74268291 USDT
RECEIVER	1LTBi59Ya26g9rSfnsC8XvN6cGcncY6jNm
OUTPUT TRANSACTION HASH	d27775b719778060811d9099fff9d654d4438a155ae f82f1c1c91f829c1c97da
AMOUNT	48,900.64054036 USDT
MONEY SENT	03 Jul 2018, 13:18:56



Your ref: dcp/slfln89320/0001/mqc
Our ref: CP.ZAH003.I

Kate Landells
Withers
DX 160 London/Chancery Lane

28 June 2022

By email only: Katharine.Landells@withersworldwide.com

Dear Kate

Nadia Zahmoul and Karim Zahmoul – finances (Imerman)

I refer to your letter of 24 June.

Your client's approach, or the litigation strategy devised on her behalf, takes a nihilistic approach towards costs.

Putting this in context, at least 10% of the assets, and therefore Jade Mia and Lila Mae's inheritance, has already been spent on lawyers, yet your client seeks to hemorrhage a great deal more.

In relation to the Imerman documents, your client has already conducted an extensive audit of all the material.

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.

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.

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.

Yours sincerely

CAROLINE PARK

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28 June 2022

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Ms C Park
Hughes Fowler Carruthers

By email only: c.park@hfclaw.com

Dear Caroline

Nadia Zahmoul and Karim Zahmoul - Finances
Crypto deficiencies

I refer to your letter of 23 June 2022.

Source and destination of transactions

Your client needs to give a credible, and particularised, account of all of the transactions he has made from his Coinbase account. If the transaction identified in my letter on 25 October 2019 is as innocuous as your client claims, then why is the recipient address implicated in what appears to be crypto laundering activity and why has your client not identified the recipient as he has done all of the other transactions?

Cold wallets and other wallet references

During the marriage your client held numerous hard wallets, including Ledger Nano S wallets and Trezor wallets as well as others. He carried them everywhere he went and my client saw them on his desk and on his bedside table. As an early adopter of crypto, it is inconceivable that your client does not have any cold wallet storage.

In relation to the Bread Wallet that your client set up – this wallet appears in the screenshots of your client's phone. Your client holds the seed phrase for this wallet. The evidence points to this wallet being a wallet which your client controls. Whilst your client says he merely facilitated the conversion of 7.53 BTC into USDT, nearly 100,000 USDT was moved in a series of related transactions and it is clear that he was trading crypto through this address, making the claim that he is a hobbyist investor or that he was or is investing in a passive manner incredible.

Multibit

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e-mail: katharine.landells@withersworldwide.com

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37668099/2

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New York Boston Greenwich New Haven Texas
San Francisco Los Angeles Rancho Santa Fe San Diego

28 June 2022

HFC

Your client holds both the public and the private key to this wallet. Evidence of this is in the papers. The private key was identified in your letter of 24 June 2021 as relating to his Zerion account. It in fact relates to this Multibit wallet. For him to say, en passant, that he 'guesses' the wallet is Mike Deeg's is not believable given the control he would have had over the wallet and in the absence of any evidence in support of the claim.

I refer you to my letter of 21 June 2022. Please will your client now address the specific points raised.

The suggestion that your client had no idea that a divorce might be on the cards prior to the issue and service of my client's Petition is not in the least bit credible given the fact that he himself was engaged in an extra marital affair and asked questions about the impact of divorce from a tax point of view at least three times during the course of a meeting between our clients and their tax lawyer in January 2020.

Yours sincerely



Katharine Landells
on behalf of Withers LLP

Our ref: ksl/ln89320/0001/ksl
Your ref: CP.ZAH003.1

29 June 2022

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Ms C Park
Hughes Fowler Carruthers

By email only: c.park@hfclaw.com

Dear Caroline

**Nadia Zahmoul and Karim Zahmoul - Finances
Imerman documents**

Thank you for your letter of 28 June 2022.

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.

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. 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.

Yours sincerely

**Katharine Landells
on behalf of Withers LLP**

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