STATEMENT OF FACTS – NO 1

1980-1992 FRAUD – LA TUNA CANYON PROPERTY AND MALIBU PROPERTY

1. In 1976, Lee Mansdorf, ("LEE") in his capacity as "Trustee" of the Mansdorf Family Revocable Trust dated August 31, 1967, (hereinafter, the "TRUST"), was the successful party in a Judgment from the United States District Court, quieting title to around 1000+ acres in La Tuna Canyon and 900+ acres in Ventura County, California (the "Malibu Property"). **Exhibit 1 – 1976 Judgment recorded 1980, *Mansdorf v. United States.***

2. The rest of the Malibu Property was acquired by LEE in the 1970s and 80s, then stolen from LEE in the 80s, then re-acquired by Harry Mansdorf, ("Mr. Mansdorf"), and GONZALEZ, in 2010, then illegally attempted to be levied and sold via the April 2013 Sheriff's Sale.

3. In 1979, LEE met TOMPKINS, ("TOMPKINS") a real estate broker.

4. LEE agreed to pay TOMPKINS a broker fee if she brokered the sale of the 1000+ acres in La Tuna Canyon and the 900+ acre Malibu Property.

5. In response, on November 18, 1980, TOMPKINS introduced LEE to Leon Brukman, ("BRUKMAN").

6. Unbeknownst to LEE at the time, and as best as GONZALEZ has put together to date, during the 1980s, W. Patrick Moriarty, ("MORIARTY") used BRUKMAN as an alias or MORIARTY masqueraded as BRUKMAN.

7. Thus, in 1980, MORIARTY/BRUKMAN presented an offer to purchase all of La Tuna, and a separate offer to purchase an undivided half-interest in Deer Creek through a complicated transaction and a claimed entity titled, "Del Rio Development, Inc., ("DEL RIO"), as follows:

A. LEE was to transfer title to the property to DEL RIO, which MORIARTY/BRUKMAN claimed to be sole director and chairman of the board;

B. in exchange, LEE would receiving 100 percent of DEL RIO's stock;

C. MORIARTY/BRUKMAN was to then buy DEL RIO's stock from LEE for $6,250,000;

D. MORIARTY/BRUKMAN was then to pay LEE $11 million for an undivided half-interest in Deer Creek - $5,500,000 in cash through escrow, and a promissory note in the amount of $5,500,000 to be secured by a first trust with the principal balance due one year from close of escrow;

E. Under no circumstances did MORIARTY/BRUKMAN have authority to encumber the La Tuna property without LEE's express consent.

8. As the broker, TOMPKINS was to receive $550,000 in commission in the form of money and a Grant Deed of real property. Despite the wholly fraudulent nature of this scheme and the fact the deal was never consummated, TOMPKINS received $50,000 advance on the commission out of the $100,000 BRUKMAN/MORIARTY actually gave LEE. **Exhibit 2 – Opinion of Division 3 of the California Court of Appeals, Case No. B040918, *Tompkins v. Mansdorf.***

9. The other $50,000 was, according to BRUKMAN/MORIARTY, for his purchase of four parcels from LEE, using TOMPKINS as a Straw Buyer, to be deposited into DEL RIO, to artificially inflate the apparent value of DEL RIO. **Exhibit 3 – Declaration of Leon Brukman, LASC Case No. C380-121, *Mansdorf v. Brukman.***

10. This explains the transfer from LEE to TOMPKINS of parcels in La Tuna, the Quitclaim Deed from TOMPKINS husband, David G. Tompkins, the Grant Deed from TOMPKINS to DEL RIO, and the Deed of Trust from DEL RIO to AFF Partnership #2816A and 2816B in the amount of $350,000, all in the same day, in order in document number at the Los Angeles County Recorder's office, No's 1981-24590, 91, 92 and 93. **Exhibits 3, 4, 5 and 6 – Grant Deeds and Deed of Trust from Del Rio to AFF, respectively.**

11. Unknown to LEE, DEL RIO was not a real company, no filings at California State level were done, and DEL RIO did not exist as a legal, lawful, duly constituted entity prior to the transaction, at the time of the transaction or after the transaction. **Exhibit 7 – Corporation Search, all 50 states.**

12. Even worse, LEE had no clue MORIARTY was a former top advisor to Richard Nixon, a criminal mastermind, and the orchestrator of this fraudulent scheme to steal the La Tuna Canyon and Malibu Property. There are hundreds of articles on MORIARTY published in the LA Times. MORIARTY was the "Red Devil Fireworks" king and the mastermind behind the commerce casino banking fraud and political corruption scandal. MORIARTY was later prosecuted for official corruption, bribery of public officials, bank fraud, wire fraud, and illegal

kickbacks to a bank vice president over fraudulent loans. **Exhibit 8 – Package of Information on W. Patrick Moriarty.**

13. Believing the false claims of MORIARTY/BRUKMAN and TOMPKINS, LEE executed a Grant Deed covering most of the parcels in La Tuna Canyon, (but expressly not including 2562-006-009, 2572-026-040, 2572-026-041 or 2572-026-042) to DEL RIO, recording this Grant Deed in Los Angeles under Instrument Number 81-50587. **Exhibit 9 – Grant Deed from Mansdorf to non-existent Del Rio.**

14. After that, MORIARTY/BRUKMAN began fraudulently encumbering the La Tuna property in the realm of millions of dollars.

15. Using his BRUKMAN alias to claim the capacity of President of DEL RIO, MORIARTY proceeded to encumber more numerous parcels of the La Tuna Canyon property in favor of a menagerie of companies with the same theme of "Protective Equity Trust," ("PET"):

16. PET #92;

17. PET #93;

18. PET #94;

19. PET #95;

20. PET #96;

21. PET #97;

22. PET #104;

23. PET #105.

Exhibit 10 – PET Deeds.

24. These PET companies were all limited partnerships, with General Securities Corporation, ("GSC") as the "General Partner" and a host of separate individuals and entities comprising the "limited partner" of each specific PET company.

25. Donald D. Hensel, ("HENSEL") was the president of GSC.

26. GSC was the Trustee and First Liberty Financial, Inc. was the parent company who arranged all the financing. **Exhibit 11 – Declaration of ___, US Bankruptcy Court, Case No. LA 82-05672-LF.**

27. The multitude of PET companies used Lender Limited Partnership, ("LLP") as a funding source.

28. Thus, while masquerading as BRUKMAN, MORIARTY took out millions in loans from the "private lender" PET companies organized by HENSEL and GSC, AFF companies and others, and used the money as he saw fit. **Exhibit 12 – Report of Receiver, LASC Case No. C380121, *Mansdorf v. Brukman.***

29. MORIARTY/BRUKMAN, (as intended), did not make the payments on these loans, nor complete the full or even down payment Escrow demanded, only paying LEE $100,000 toward the Escrow down-payment. **Exhibit 12 – Report of Receiver, LASC Case No. C380121, *Mansdorf v. Brukman.***

30. Worse, the loans had interest rates ranging from ___% to ___%, ensuring the foreclosure process began within months, (hereinafter, the "LLP foreclosures"). **Exhibit 10, PET Deeds, Exhibit 13, AFF Deeds.**

31. It appears to be a contrived scheme involving Donald D. Hensel, ("HENSEL") as the President of GSC, (the general partner in the PET companies), the individuals behind AFF, and MORIARTY. The scheme: encumber the La Tuna property with illegal loans carrying illegal interest rates to force foreclosure and successfully steal a huge amount of real property – the La Tuna Canyon Property.

32. To stop the impending Trustee Sales from the PET and AFF companies based on the fraudulent transactions, at the direction of his attorneys RHOADES, BEAR, Richard M. Moneymaker, SBN 31525, ("MONEYMAKER) and others, on August 27, 1981, LEE filed a civil case against BRUKMAN, LASC Case No. C-380121, sought to obtain a constructive trust over certain proceeds obtained by BRUKMAN, desiring to enjoin the LLP foreclosures. **Exhibit 14 – Mansdorf v. Brukman case, LASC Case No. C380121.**

33. LEE's attorneys, RHOADES, MONEYMAKER, BEAR and others did not move forward appropriately. This lower court case file appears to have been altered, as documents are missing. However, the fraud by BRUKMAN/MORIARTY is set forth with most all of the specifics relevant to understand the fraud still there. ***Id.***

34. Unfortunately, LEE's attorneys did not think the civil case sufficient and at the direction of his attorneys BEAR, RHOADES and MONEYMAKER, LEE was forced to file bankruptcy to preserve his assets. Thus, April 7, 1982, LEE then filed Chapter 11 Bankruptcy for DEL RIO together with MORIARTY posing as BRUKMAN, under Case Number 82-05672,

(to later include BAP Case No CC 86-2034JMoV) (hereinafter, “1st BK”). **Exhibit 15 – First Bankruptcy Case.**

35. MONEYMAKER, RHOADES, BEAR, and others from BEAR’s firm represented Mansdorf on the 1st BK. ***Id.***

36. During this 1st BK, on February 16, 1982, BEAR and MORIARTY caused LEE to execute a Quitclaim Deed from the Mansdorf Family Trust to Del Rio, a Grant Deed from the Mansdorf Family Trust to La Tuna Properties, LTD, and a Grant Deed from DEL RIO to La Tuna Properties. The deal BEAR and MORIARTY pitched: nine million dollars, ($9,000,000), with one million, two hundred thousand, ($1,200,000) in cash and additional seven million, eight hundred thousand ($7,800,000) financed with a personal, unsecured note. **Exhibit 16, Quit Claim Deed, Grant Deed, and Grant Deed.**

37. LEE was never given the $1,200,000 in cash, as this was simply another attempt by MORIARTY to steal the Mansdorf property in La Tuna and Malibu, especially now while LEE was caught up in a civil case and a federal bankruptcy with the non-existent Del Rio.

38. Ultimately, LEE was given $400,000 interest, (not even cash) by La Tuna Properties, LTD through the creation of a $400,000 note from La Tuna Properties LTD to LEE – with MORIARTY the signatory. **Exhibit 17, note.**

39. On May 10, 1983, while the 1st BK was pending, using his real name, MORIARTY signed as “President” of DEL RIO, (together with Attorney BEAR as the “Secretary”) on a Deed of Trust favoring California CANADIAN Bank. **Exhibit 18, California Canadian Bank Deed.**

40. The language stated the Deed was to secure a $1,750,000 promissory note with the separate company owned by MORIARTY and BEAR, La Tuna Properties, LTD. The property listed was the La Tuna Canyon Property, and included the “Magic 4” parcels. ***Id.***

41. April 7, 1982, BEAR executed a Grant Deed of the La Tuna Canyon Property from La Tuna Properties, LTD back to DEL RIO. **Exhibit 19.**

42. This is significant because from his later filing and creation of La Tuna Properties, LTD[1], September 17, 1984, to this day, MORIARTY has kept La Tuna Properties,

[1] Meaning that during the time of the California Canadian Bank loan and transfers from and to Del Rio, La Tuna Properties, LTD did not exist as a real corporate entity either.

LTD in good standing with the California Secretary of State. **Exhibit 20, Cal Sec of State records on La Tuna Properties, LTD.**

43. That's thirty years of plotting and attempting grand theft of the La Tuna Canyon Property.

44. Worse, it appears early on that the attorneys were not simply part of, but crafting the net to capture the La Tuna Canyon Property and Malibu Property. This is because Attorney BEAR, (from Bear, Kutob, Ruby and Gross), was actually representing DEL RIO and MORIARTY (posing as "BRUKMAN") in the ongoing DEL RIO/BRUKMAN bankruptcy.

45. The automatic stay imposed by the Bankruptcy filing of the 1st BK finally operated to halt the LLP foreclosures. **Exhibit 15.**

46. July 12, 1982, a Meeting of Creditors pursuant to Bank. R. 341(a) was held in In re Del Rio Development, Case No. LA 82-05672-RO – the 1st BK. Per the Deposition Testimony of LEE:

> *The loans made against the property were improper . . . I am the sole shareholder and an officer and director of the corporation that had no authority to make the loans, made the loans and covered the property.*
>
> *Who was that?*
>
> *Leon Brukman.*
>
> *Did he hold any position with the corporation?*
>
> *He held the president and director . . . the sole office of director.*
>
> *But you . . . were you a shareholder at that time?*
>
> *I was 100% shareholder.*
>
> *And these are the loans to First Liberty Financial?*
>
> *Yes, and American Financial.*
>
> *All of them are improper.*
>
> *All of them. They have all been within a short period of time, none with any authority.*
>
> *Is there litigation pending regarding these?*

Yes, yes.

Is that taking place in bankruptcy court?

Not at this time, there is a state court action that preceded the bankruptcy petition and is against the wrongdoer . . . alleged wrongdoer . . . Leon Brukman we're still preceding in state court.

Alright. Is the . . . Leon Brukman the only defendant?

No um, each of the lenders and some other co-conspirators are defendants.
. . .

Okay. Do you have . . . who is the general partner of La Tuna Properties . . . is it a partner . . . I take it is a partnership.

Well, I deal with Pat Moriarty. I don't know what the partnership . . . who the partnership is composed.

Did Mr. Moriarty approach you about purchasing this property?

Through an agent of his.

And who was that agent?

Dick Keese

Alright, what were the terms of the transaction that is reflected on the deed of April 7th from La Tuna Properties, LTD to Del Rio.

Well this is where I couldn't deliver the title to them so it went back into Del Rio.
Whose idea was it to prepare that document, that grant deed that was filed on April 7th?

I can't tell you whose idea it was . . . I don't know if it was their attorney's or my attorney . . .

This property was going to be foreclosed on April 8th was it not?

I believe so.

Isn't that why the chapter 11 was filed on April 7th to prevent the foreclosure?
Right.

Exhibit 15, Declaration of Lee Mansdorf in US Bankruptcy Case No. LA 82-05672.

47. On October 3, 1984, Attorney MONEYMAKER moved to dismiss the bankruptcy case, and he included a declaration with his filing with stated in relevant part:

> This Chapter 11 was essentially a real estate Chapter 11 filed to protect equity interest in certain valuable parcels of real estate owned by the Debtor.
>
> All of the automatic stays protecting said real estate had been vacated, the foreclosure sales have been ratified, and most of the real estate constituting the assets of this corporation have been foreclosed upon by certain secured creditors.

Exhibit 15.

48. October 22, 1984, a Stipulation and Order was entered in Case No. 82-05672-JA (Chapter 11), Ref. No. M4-00088JA that the "foreclosure sales conducted on or about November 23, 1982, by First Liberty and GSC of certain parcels of the real property commonly known as the La Tuna Canyon property an scheduled by DEL RIO as an asset of its bankruptcy estate, were invalid against the debtor-in-possession pursuant to Bankruptcy Code Section 544(a)(3)." **Exhibit 15.**

49. On November 26, 1984, the Honorable Peter Elliott dismissed the 1st BK, (now a Chapter 11, having been converted from Chapter 7). **Exhibit 15.**

50. On November 29, 1984, the Order dismissing the case was actually entered, but the Order was given an "Effective Date" of April 1, 1985. **Exhibit 15.**

51. January 7, 1986, First American Title Company issued a preliminary title report regarding the La Tuna Canyon property, and MONEYMAKER crafted a Declaration based upon it to proceed with vacating of the order dismissing the Del Rio bankruptcy. **Exhibit 15.**

52. On January 22, 1986, DEL RIO filed an application to vacate order of dismissal & reopen Chapter 11. **Exhibit 15.**

53. On February 21, 1986, the Court Vacated the November 26, 1984 Elliott Order. **Exhibit 15.**

54. On February 27, 1986, the order vacating the November 26, 1984 Elliott order was Entered. **Exhibit 15.**

55. On June 4, 1986, through counsel, AFF#2816A; 2816B and 2995; PET#s 92, 93/Maddy, 94, 96, 97/Lischeid, 104 and 105, (the LLP's) filed a Motion to Dismiss Re-Opened Bankruptcy. **Exhibit 15.**

56. On June 10, 1986, DEL RIO filed Notice of Election to Convert to Chapter 7. **Exhibit 15.**

57. On September 23, 1986, through counsel, AFF#2816A; 2816B; and 2995; PET#s 92, 93/Maddy, 94, 96, 97/Lischeid, 104 and 105, (the LLP's) filed a Motion for relief from the automatic stay. **Exhibit 15.**

58. On October 17, 1986, an Order was entered by the Honorable Lisa Fenning vacating February 27, 1986 Order Vacating November 29, 1984 Elliott Order, and reinstating the November 29, 1984 Elliott Order dismissing the case, effective April 1, 1985. **Exhibit 15.**

59. LEE realized BRUKMAN was really MORIARTY, among other actions, and proceeded to file an involuntary bankruptcy against MORIARTY under Chapter 7 of the Federal Bankruptcy Code under Case No. LA84-22868, (hereinafter, "2nd BK") for the $5,070,000 owed on the $5,500,000 debt. **Exhibit 21.**

60. RHOADES is listed as the Attorney of LEE on the involuntary filing.

61. In that 2nd BK, MORIARTY attempted to bankrupt all the PET loans and the debts to LEE from the fraudulent encumbrances. **Exhibit 21.**

62. Additionally, with the $1,750,000 loan, MORIARTY included around $40,000,000 more in loans from California Canadian Bank. **Exhibit 21.**

63. Thus, the specific facts linking MORIARTY as BRUKMAN are:

A. BRUKMAN and MORIARTY took out loans against the La Tuna Canyon Property using Del Rio as its president, neither having the internal ability to do so (because the express permission of LEE's was required) nor the external ability to do such (because Del Rio never actually even existed);

B. LEE took a promissory note from BRUKMAN for $5,500,000, was paid approx. $430,000, (through MORIARTY/BRUKMAN fraudulently obtaining loans on LEE's own property), then LEE filed involuntary bankruptcy against MORIARTY (rather than BRUKMAN whom he entered into written contract and Escrow with), for the balance of $5,070,000;

C. MORIARTY and Henry L. Bear, ("BEAR") falsely and fraudulently acted as President and Secretary of Del Rio to obtain a fraudulent loan from California Canadian Bank. BEAR then represented Del Rio in bankruptcy, and MORIARTY was later convicted for wire fraud based upon a multitude of actions mirroring the loans taken out on the La Tuna properties, with BEAR also facing criminal issues, but not BRUKMAN – because it is reasonably believed he never really existed.

64. During this same time, TOMKINS sued LEE for an alleged broker fee she was due for brokering the deal between BRUKMAN/MORIARTY and LEE under Los Angeles County Superior Court Case No. C529905. TOMPKINS lost to LEE's Motion for Summary Judgment. **Exhibit 2 – Opinion of Division 3 of the California Court of Appeals, Case No. B040918, *Tompkins v. Mansdorf.***

65. TOMPKINS appealed, and just as the lower court, Division 3 of the Second Appellate District of the California Court of Appeals in Case No. B040918 disagreed with TOMPKINS, citing directly to the fact the deal was really just a fraudulent scheme which was never finished because BRUKMAN never paid LEE anything but LEE's own money. **Exhibit 2.** TOMPKINS even sough review in the Supreme Court, with such denied under Case No. S016527.

66. In the late 80s, MORIARTY and one Joe Hofman, ("HOFMAN"), claimed control of DEL RIO. HOFMAN and MORIARTY orchestrated another bankruptcy for DEL RIO, wherein millions in bank loans were listed in the Schedules under Case No. 86-23967-LP, (hereinafter, "3rd BK"), and HOFMAN was the supposed "President" of DEL RIO. **Exhibit 22, 3rd Bankruptcy, Case No. ___, *In Re Del Rio*.**

67. Included in the schedule of debts were all the PET, AFF and California Canadian Bank loans. **Exhibit 22.**

68. The Employer Identification Number of 95-3479828 was provided for DEL RIO in this 3rd BK, as was a start date of January 15, 1981. ***Id.***

69. Both of these are completely false.

70. Worse, MONEYMAKER, the attorney who represented LEE in the first bankruptcy of DEL RIO, was now representing DEL RIO again in this second bankruptcy, this time with MORIARTY and HOFMAN at the helm. ***Id.***

71. Ultimately, the Trustee determined it was a "no asset" case, preventing the completion of the scheme. ***Id.***

72. Again, DEL RIO never actually "existed" as a legal entity, as the docket sheet from the 1ST BK NOW reflects an SSAN and/or Tax ID # of "XXX-XX- 99-9999999. (Del Rio Development LA Docket, Pacer Case Information for Case No. 2:82-05672) (proving DEL RIO was never filed.) **Exhibit 23, Pacer Search Print Screen**

73. Involved as attorneys in all of these civil cases were, RHOADES and MONEYMAKER on the 1st and 2nd BKs and RHOADES on the Brukman case, (as Lee Mansdorf's attorney), and BEAR on the 1st BK, (as MORIARTY'S business partner and BRUKMAN'S attorney!), MONEYMAKER on the 3rd BK, (the second BK for DEL RIO).

74. Nonetheless, all attorneys ignored the legal effects of the bankruptcies and the Brukman case:

> A. The 1st BK, (with RHOADES representing LEE, BEAR representing MORIARTY while acting as BRUKMAN, and BRUKMAN as the President of DEL RIO) unwound the PET and LLP foreclosure deeds;
>
> B. The 2nd BK, (with RHOADES representing LEE) uncovered MORIARTY as BRUKMAN and unwound all the California Canadian Bank foreclosure sales;
>
> C. The 3rd BK, (filed by MORIARTY himself with Joe Hofman as President of DEL RIO), discharged the PET, LLP, AFF and California Canadian Bank loans;

75. The civil case by LEE against MORIARTY using his alias BRUKMAN settled-out in accordance with the Bankruptcy court outcomes. **Exhibit 14.**

76. Because DEL RIO never actually "existed" as a legal entity, between the MORIARTY and DEL RIO/BRUKMAN bankruptcies and the civil case LEE filed, and the civil case and appeal of the same involving TOMPKINS, there were no more claims of title to the La Tuna Canyon Property and the Malibu Property outside of the MFT who, and had since 1976, held title to them.

77. Again, these facts lead to the conclusion that the attorneys were not simply part of, but crafting the net to capture the MANSDORF'S property.

78. Ignoring the Bankruptcy Court Orders, AFF foreclosed upon the 1982 issued Deed of Trust. Mr. Keith Card, ("KEITH") (really "Richard Raymond Keith," a working partner of MORIARTY who was also convicted for similar criminal activity), was the alleged successful purchaser. **Exhibit 24, AFF Trustee's Deed.**

79. The Trustee's Deed lists APNs, and provides the legal description for, among others, 3562-006-009, 2572-026-027, 2572-026-040 and 2572-026-041. ***Id.***

80. October 15, 1986, LEE was the GRANTEE on a Grant Deed of a parcel of property in Section 20 over in Malibu. **Exhibit 25.**

81. A miscellaneous deed from LEE as Trustee to Joeseph Semmelroth of the entrance to the property Yuseff “Joe” Mikhale and Taimoor Bidari was allegedly executed October 23, 1986. **Exhibit 26, Semmolroth deed requiring forensic examination.**

82. From there, in 1988, KEITH executed a Grant Deed listing McCLANAHAN, (“MCCLANAHAN”) as the Grantee. **Exhibit 27,**

83. This Grant Deed lists APNs 2572-026-040 and 2572-026-041, and provides the same legal description for parcels 2572-026-040 and 2572-026-041 described in the 2003 recorded Grant Deed from MCCLANAHAN to Mr. Mansdorf, Trustee of the “Lee Mansdorf Family Revocable Trust, dated July 13, 2001,” (a non-existent entity).

84. The 2562-006-009 and 2572-026-042 parcels were not included in the 1988 Grant Deed from KEITH to MCCLANAHAN.

85. From this point, a series of transfers ensued:

A. December 22, 1988 DRD Inc., (an entity supposed to be controlled by LEE), transferred parcels back to the LEE as Trustee of the MFT - the same parcels identified in the 1986 bankruptcy petition, including 2562-006-009, 2572-026-027, 2572-026-040 and 2572-026-041. **Exhibit 28.**

B. November 22, 1989, Canadian Imperial Bank of Commerce (California) (formerly known as California Canadian Bank), executed a Deed of Reconveyance regarding the DEL RIO Deed of Trust “to the person or persons entitled to it.” **Exhibit 29.**

C. August 12, 1992, KEITH recorded another Grant Deed from himself to LEE as Trustee of the MFT, regarding the exact same 2572-026-040 and 2572-026-041 parcels, plus the 2562-006-009 parcel and the final parcel of 2572-026-027. **Exhibit 30.**

86. Thus, it appeared the PET Entities held rightful deeds of trust against La Tuna Canyon property, Keith Card held a Trustee’s Deed Upon Sale from the AFF companies, and Keith Card had transferred the same to Janice McClanahan.

87. All these “appearances” are false in fact and law. The Mansdorfs never lost ownership of their La Tuna and Malibu Property – the Moriarty/Brukman/Tompkins deal was exposed as a fraudulent scam and the fact Del Rio never existed as a real company meant the transfer from Lee to Del Rio and all the encumbrances by Brukman/Moriarty to the AFF and PET companies were and are “void”.