



4. Petitioner receives quarterly statements from LPL. Her July 31, 2019, statements showed the following balances:

- (a) Account No. xxx4753: \$6,167,203.42, and
- (b) Account No. xxx3953: \$6,017,094.31.

5. Petitioner accessed the LPL online portal on September 4, 2019, and discovered balances as follows:

- (a) Account No. xxx4753: \$4,115,730.49 (a decrease of **\$2,051,472.93**), and
- (b) Account No. xxx3953: \$4,747,613.28 (a decrease of **\$1,269,481.03**).

However, there were no actual *transactions* showing which indicated that any funds had been transferred.

6. In addition, when accessing the LPL online portal on September 6, 2019, the following accounts were completely gone from the parties' LPL portfolio:

- (a) Account No. xxx3210: last known to have a balance of \$2,154,884.77;
- (b) Account No. xxx6983: last known to have a balance of \$1,976,891.93;
- (c) Account No. xxx7303: last known to have a balance of \$1,750,467.31;
- (d) Account No. xxx6678: last known to have a balance of \$3,141,592.26;
- (e) Account No. xxx4908: last known to have a balance of \$1,080,819.64;
- (f) Account No. xxx1-930: last known to have a balance of \$0.00; and
- (g) Account No. xxxC109: last known to have a balance of \$498,173.31.
- (h) **Missing from the foregoing is a balance of approximately \$2,000,000, which has not yet been accounted for.**

7. Unbeknownst to Petitioner, and with the complicity of Mr. Johnson, subsequent to issuance of the issuance of the July 31<sup>st</sup> statements, Respondent removed funds on the order of

\$15,000,000 to \$20,000,000<sup>1</sup> from the War Chest, transferring said funds from LPL Financial to an account in Respondent's name at Morgan Stanley.

8. Furthermore, when Petitioner and her counsel attempted to elicit information from Mr. Johnson regarding the missing funds, Mr. Johnson refused to provide any information to Petitioner or her counsel without the written authorization of Respondent, which Respondent has yet to provide.

9. Respondent's counsel acknowledged, when confronted with the aforementioned information, that Respondent removed said funds in an effort to secure a more favorable mortgage on his residence through Morgan Stanley. Respondent's counsel assured Petitioner's counsel, by email on September 6, that the funds would all be returned to LPL. To date, none of the funds have been returned to LPL.

10. Respondent's behavior regarding these transfers is just one example of Respondent's lack of communication with respect to the parties' assets. In addition to the forgoing, Respondent's recent behavior regarding these matters includes, but is not limited to, the following:

(a) Respondent has purchased, or at least insured for purchase, a 2010 Rolls Royce automobile. See Exhibit 1, attached hereto.<sup>2</sup>

(b) Petitioner has been trying since early this year to effectuate an agreed-upon division of War Chest assets. Without setting forth the details of the proposed division,

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<sup>1</sup> Petitioner will refer to these funds as "\$15,000,000" herein, for readability. However, Petitioner has been and continues to be unable to ascertain the exact amount of the transferred funds.

<sup>2</sup> It is significant to note that this is not the first time Respondent has planned a *major* automobile purchase for his own recreation without *any* prior communication with Petitioner. In late June of this year, Petitioner received information from the insurance company that Respondent had insured a 2019 Porsche 911. See Exhibit 2, attached hereto. When confronted with this information, counsel for Respondent explained that Respondent *intended* to purchase the new Porsche (which is valued at well over \$200,000) but had not purchased it yet. To date Petitioner is unaware whether Respondent purchased the Porsche.

Respondent conceded on August 16<sup>th</sup> that he was agreeable to the proposed division in principle, but was not prepared to move forward with it at that time. It strains credulity to think that, *just two weeks ago*, Respondent had not already planned to transfer the above-mentioned funds, which is why he was not agreeable to proceeding with the division.

- (c) The parties entered into a Consent Order on March 4, 2019, allowing each party to remove \$1,000,000 from the War Chest if conditions regarding the sale of certain real properties were not met. See Exhibit 3, attached hereto, at ¶ 4. Said conditions were not met. Subsequent to Respondent's transfer of funds from LPL to Morgan Stanley, he exercised his option to liquidate \$1,000,000 from the transferred monies, without any notice to Petitioner that he planned to do so. However, Respondent apparently neglected to note the following items:
- i. The March 4 Order states, "...either party may liquidate up to \$1,000,000.- each from accts in that party's name in the 'War Chest' **and so long as they take like amounts**, each party shall bear the cost of his or her own liquidation. In the event of disparate liquidation amounts, the cost of liquidation shall be determined by the Court and is subject to reallocation as may be determined by the Court."
  - ii. The proposed division of the War Chest was predicated on account balances which included those \$2,000,000 referenced in the March 4 Order, as neither party had made any attempt (so far as Petitioner was aware at the time) to liquidate any War Chest funds.

Petitioner has not attempted to liquidate any funds from the War Chest.

- (d) When transferring the \$15,000,000, Respondent removed virtually all of the liquid or

- semi-liquid assets from the War Chest, thereby depriving Petitioner of the opportunity to liquidate her \$1,000,000 share, should she choose to do so, without incurring substantial taxes, penalties, and similar costs.
- (e) Respondent's selected broker at Morgan Stanley, Kurtis Van Allen, is a prior associate of Respondent's. Mr. Van Allen's expertise is in luxury cars – including sales and marketing of Bentley, Bugatti, and Lamborghini automobiles (of which Respondent has two) – which is how he became associated with Respondent. Mr. Van Allen has fewer than five years' experience in the securities industry, and Petitioner is not agreeable to having him manage the parties' assets in the amount of \$15,000,000.
- (f) Petitioner discovered in mid-August, upon disclosure made by Respondent's counsel that *after* she told Respondent that she did not agree to the investment of any additional assets in the Popticals business, Respondent secured a \$300,000 loan and purportedly invested said sum in Popticals, despite having actual knowledge that Petitioner did not consent to such an investment.

11. Pursuant to Local Rule 68.3(2)(F), “In any dissolution ... action, neither party shall ... remove, assign, transfer, dispose of, lend, mortgage, or encumber any property of a party ... unless ordered by the Court or unless consented to in writing by both parties.”

12. Respondent's unilateral removal of \$15,000,000 from the parties' investment portfolio, without any prior discussion with and agreement from Petitioner, clearly constitutes a violation of Local Rule 68.3(2)(F).

13. Respondent's major motor vehicle purchases, again without any prior discussion with and agreement from Petitioner, constitutes a further violation.

14. Further, Respondent acknowledged that he moved the funds in an effort to gain

favorable refinancing terms for his mortgage. According to Respondent's counsel, these efforts failed. However, Petitioner does not know whether Respondent intends to re-apply to refinance his mortgage, and if so, what limits would be placed on the funds transferred for said purpose – whether they would be pledged, for example, as collateral against the mortgage, and therefore unavailable for distribution. Such a situation would, again, constitute a violation of Rule 68.3(2)(F).

15. Petitioner's counsel has been in contact with Mr. Van Allen at Morgan Stanley regarding getting access to the current accounts. Respondent must execute an authorization allowing Petitioner and her designees access to view the Morgan Stanley accounts; however, simply the ability to view the accounts (as Petitioner can already do at LPL) obviously does not prevent Respondent from making whatever transfers and liquidations he chooses.

WHEREFORE, the foregoing considered, Petitioner, Angela L. Porter, prays for an order of this Court:

- (a) Ordering Respondent to immediately transfer all funds which were removed from the War Chest since August 1, 2019, back to the War Chest at LPL Financial;
- (b) Ordering Respondent to pay any and all transfer fees and costs, liquidation costs, tax consequences, and other expenses related to the aforementioned transfers to and from the War Chest from his separate funds, or that the Court allocate all such fees and costs to Respondent in its eventual division of the parties' marital property;
- (c) Ordering Respondent to designate an LPL Financial account manager of Petitioner's choosing as the account manager, and to remove Ricky Eugene Johnson as the account manager of the reconstituted War Chest;
- (d) Ordering Respondent to designate Petitioner as the primary account holder for the

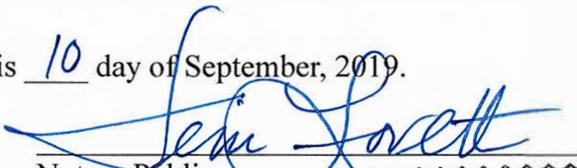
- reconstituted War Chest accounts;
- (e) Ordering Respondent to return the liquidated \$1,000,000 to the War Chest or, in the alternative, entering an Order that Petitioner is entitled to liquidate her portion up to \$1,000,000 from a cash account, in order to minimize the taxes, penalties, and fees;
  - (f) Prohibiting either party from removing any funds from the reconstituted War Chest, except that Petitioner remains entitled to remove, at her sole discretion, \$1,000,000, to be designated as her separate property, pursuant to this Court's Order of March 4, 2019;
  - (g) Ordering Respondent to pay to Petitioner the sum of \$2,500, as and for her attorney's fees incurred herein;
  - (h) For such other and further orders as this Court deems just and proper.  
*[Remainder of this page intentionally left blank.]*

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. LOUIS )

COMES NOW Angela L. Porter, Petitioner herein, and states that the facts contained in the foregoing Motion for Entry of Temporary Restraining Order With Notice, Motion to Compel Signature Allowing Access to Accounts, and Motion for Sanctions Pursuant to Local Rule 68.3 are true and correct to the best of her knowledge, information, and belief.

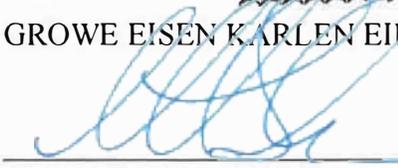
  
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Angela L. Porter, Petitioner

SUBSCRIBED AND SWORN, this 10 day of September, 2019.

  
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Notary Public



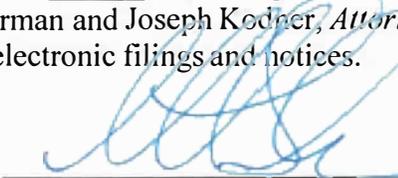
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*Attorneys for Petitioner  
Angela L. Porter*

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing, was served this 10th day of September, 2019 by electronic filing pursuant to Rule 103.08 to: Cary Mogerma and Joseph Kodner, *Attorneys for Respondent*, who are registered with the Court to receive electronic filings and notices.

  
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