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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MAY 08 2012

John A. Clarke, Executive Officer/Clerk
BY ________, Deputy
Gloriana Robinson

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JANICE M. McCLANAHAN, Plaintiff, vs. HAROLD MANSDORF, individually and as trustee of the Mansdorf Family Revocable Trust also known as Mansdorf Family Trust; MILDRED MANSDORF; NORMAN MANSDORF and Does 1 to 50 inclusive, Defendants	Case No.: BC363659 [Assigned for All Purposes to Department 51] EX PARTE APPLICATION TO SET ASIDE ORDER FOR PUBLICATION, DEFAULT, AND DEFAULT JUDGMENT AS VOID [CAL. CODE CIV. PROC. § 473(d)]; DECLARATION OF KEVIN MACNAMARA; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT; AND [PROPOSED] ORDER. Time: 8:30 AM Date: May 8, 2012 Department: 51 Judicial Officer: Hon. Abraham Kahn

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that at and 8:30 AM on May 8, 2012, in Department 51 of the above-entitled court, located at 111 N. Hill St., Los Angeles, CA 90012, Defendant, Harry Mansdorf (erroneously sued as Harold Mansdorf) and the Estate of Mildred Mansdorf, will and hereby does apply *Ex Parte* for an order of this court, setting aside the July 24, 2007 order for publication of statement of damages, October 2, 2007 default, and January 23, 2008

000551

default judgment, under Code of Civil Procedure § 473(d) and pursuant thereto, alleges as follows:

1. As set forth in the Declaration of Kevin Macnamara, filed herewith, good cause exists to set aside the order for publication, default, and default judgment because they are void and violate Harry Mansdorf's constitutional right to due process due to a lack of actual notice and opportunity to be heard.
2. The January 23, 2008 judgment was the product of extrinsic fraud/mistake and is therefore void.
3. Mildred Mansdorf was dead as of March 5, 2007, so the court never had personal or subject matter jurisdiction to render a judgment against her and there were insufficient facts pled to state a cause of action against Mildred Mansdorf.
4. A judgment cannot lawfully assess punitive damages against dead people.
5. Judge Irving Feffer was disqualified from the bench in as of July 24, 2007 because the order for publication was applied for *Ex Parte* and there was no legally sufficient declaration of diligence providing the name, address, and telephone number of Harry Mansdorf's attorney, Alfred Keep, who was representing Harry Mansdorf in another matter Department 51 and Judge Feffer knew it because the matters were pending at the same time, but granted the order for publication in this matter anyway.
6. Judge John Shook in Department 53 was disqualified on January 23rd 2008 because P.J. Argento recused himself since Plaintiff's counsel was "one of his best friends," but sent the matter to Department 53, where Judge Shook was presiding, "by

000552

agreement of the courts." When a disqualified judge speaks to another sitting judge about a pending matter the sitting judge also becomes disqualified as a matter of law.

7. The statement of damages with a valid proof of service was never filed with the court, and therefore there is no proof of actual notice of the statement of damages.

8. Harry Mansdorf's net worth was never established by sufficient proof offered by Plaintiff and therefore punitive damages cannot be assessed against him.

9. The deed attached to McClanahan's complaint and declaration describes four (4) parcels of land, but the deed recorded in the Los Angeles County recorder's office describes two (2) parcels and this discrepancy does not provide admissible evidence under California Evidence Code § 1402 because the discrepancy was never explained.

10. For the foregoing reasons, Defendants Harry Mansdorf and the Estate of Mildred Mansdorf respectfully prays for an order declaring the July 24, 2007 order for publication, October 2, 2007 default, and January 23, 2008 default judgment null and void.

11. This Application is based upon Code of Civil Procedure § 473(d), California Rules of Court, Rules 3.1200 to 3.1207 which set forth the requirements of an *Ex Parte* application, the attached memorandum of points and authorities, the declaration of Kevin Macnamara, the files and records on file in this court, and whatever documentary or oral evidence as may be presented to the court.

Dated: May 7, 2012

Respectfully submitted,

Kevin Macnamara Esq.
Attorney for Harry Mansdorf and
The Estate of Mildred Mansdorf

Table of Contents

TABLE OF AUTHORITIES

U.S. Constitution

State Constitutions

California State Opinions

California State Statutes

Other

Memorandum of Points and Authorities

I. FACTUAL SUMMARY

Harry Mansdorf ("Harry") is a 91-year-old resident of Beverly Hills California. Harry is also the trustee of the Mansdorf Family Trust. Janice M. McClanahan ("McClanahan") is a former paramour of Lee Mansdorf, former trustee of the Mansdorf Family Trust who died June 27, 2003. McClanahan lives in Las Vegas, Nevada.

On December 18, 2006 McClanahan, as Plaintiff, filed a complaint in the Los Angeles Superior Court ("LASC") entitled Janice M. McClanahan v. Harold Mansdorf et al, Case No. BC363659, in which McClanahan sought damages according to proof on allegations of fraud and deceit, breach of fiduciary duty, and intentional infliction of emotional distress. However no facts were alleged against Mildred or Norman Mansdorf that would constitute tortuous conduct. Nonetheless, as shown by the records of the Superior Court, County of Los Angeles in the case referred to above, a $12 million default judgment against Harold Mansdorf and Mildred Mansdorf (deceased 03/05/2007 see Exhibit E) was entered on January 23, 2008.

The case was assigned for all purposes to Department 51, but on January 23, 2008, P.J. Argento, sitting in Department 51 for Judge Feffer, who was on vacation, recused himself because McClanahan's counsel was "one of his best friends." (See Exhibits C & D). Instead of sending the case to Department one for reassignment, in accordance with the Los Angeles local rules, Judge John Shook in Department 53 signed the $12 million default judgment.

The deed attached to McClanahan's complaint and July 23, 2007 declaration under penalty of perjury described four (4) parcels of property, but the corresponding document recorded in the Los Angeles County recorder's office, instrument number 033912318, contained only two (2) parcels. (See exhibits F & G). However, a deed from Whitebird Inc., a participant in the escrow over which McClanahan is really complaining, describes four (4) parcels of property. Also, the escrow documents describe four (4) parcels of property. The individual who allegedly informed McClanahan about the transaction, Richard Percell, a representative of Whitebird Inc., was also a participant in the escrow. The importance of that fact is revealed when one examines the escrow documents, which were faxed from former Mansdorf trust attorney Rufus Rhoades to

Image N This Inc., a Nevada corporation of which Mr. Percell is a director, because it is the probable source of the four (4) parcel description exhibited by McClanahan. (See Exhibit J)

McClanahan states that she knew about the transaction because of what Mr. Percell told her, but she also alleges that Harry asked for the property to take care of a tax issue. (See Exhibit F, McClanahan Dec. ¶¶ 7, 8, & 9) So, on the one hand it appears that she does not know that the sale took place, but on the other hand that she does know because Harry told her. As further evidence of her supposed ignorance of the transaction McClanahan wrote a letter to Harry on April 26, 2006 indicating that she got the idea that she had property in her name from Rufus Rhoades a.k.a. Rusty Rhoades (Markow correspondence Exhibit U page 2). (See Exhibit T) (She was informed of the transaction on or about March 1, 2006 McClanahan Dec. ¶ 7)

It is significant that she notes that the sale was recorded on December 31, 2003 because it shows that she or her attorneys saw the recorded document. (See Exhibit G). Anybody that saw the document that was recorded would've realized that it only contained two (2) parcels not four (4), but the deed from Whitebird does contain four (4) parcels. Therefore, the only possible sources of the four (4) parcel description are Whitebird Inc., the escrow itself, Rufus Rhoades, or Richard Percell.

McClanahan states "trusting Harold Mansdorf and relying on his representation with respect to the property, I signed the grant deed for no payment, attached as exhibit "A" to the complaint in this case on December 19, 2003. A true copy is also attached hereto and incorporated herewith as exhibit "A"." (McClanahan Dec. ¶ 6) The significance of this statement is that the deed that was exhibited to the court and in her declaration as being true was not notarized until December 22, 2003, thus making it an invalid instrument to transfer property because it was not properly notarized. Incidentally, the deed that McClanahan did exhibit to the court had the escrow number, assessor parcel number (APN), and listed no consideration being paid because it was a correction deed, but it had no recording stamp and the notary seal is on the last page after the property description instead of the face page where it would usually be found. Once these facts are realized, then the origin of the document exhibited to the court and the fact that it is false becomes readily apparent.

A significant lawsuit is LASC Case No BC385946, Harry Mansdorf v. Michele Giacomazza Et. Al, because Harry recovered approximately 1300 acres of land near Malibu and the house in Beverly Hills, California in one of the largest elder abuse cases in California history. Mr. Giacomazza and Ms. Gatto were abusing Harry Mansdorf and kept him from answering McClanahan's December 18, 2006 complaint. (Exhibit Q). McClanahan testified in that case on May 6, 2009 and during her testimony stated under oath that she got the idea that she had property in her name from Harry Mansdorf and not Rufus Rhoades as she indicates in her April 26, 2006 letter. (See Exhibit S, pg. 13 lns. 1 - 6). She also testified that she didn't know she had a $12 million default judgment even though it was over a year old. (Exhibit S, pg. 15 lns. 4 - 12).

After 2 failed attempts to get a writ of execution against the Trust David Marcus got a writ of execution on February 9, 2012 against Harold Mansdorf and there is an order to show cause hearing as to why his home should not be sold on May 22, 2012. This case is so egregious that it has reached the point of absurdity. The absolute lack of actual notice offends the due process clauses of the U.S. And California constitutions and the injustice must stop.

A judgment void on its face--because rendered when the court lacked subject matter jurisdiction or exceeded its jurisdiction in granting relief--is subject to collateral attack at any time. *Sindler v. Brennan*, 105 Cal. App. 4th 1350, 1353, 129 Cal. Rptr. 2d 888 (2003).

Where relief is no longer available under statutory provisions, a trial court generally retains the inherent power to vacate a default judgment or order on equitable grounds where a party establishes that the judgment or order was void for lack of due process [Citation] or resulted from extrinsic fraud or mistake [Citation]. Extrinsic fraud occurs when a party is deprived of the opportunity to present a claim or defense to the court as a result of being kept in ignorance or in some other manner being fraudulently prevented by the opposing party from fully participating in the proceeding. [Citation] "Extrinsic mistake is found when [among other things] ... a mistake led a court to do what it never intended ...." [Citation] *County of San Diego v. Gorham*, 186 Cal. App. 4th 1215, 1228-1229 (Cal. App. 4th Dist. 2010).

Where evidence is admitted without objection that shows the existence of the invalidity of a judgment or order valid on its face, "it is the duty of the court to declare the judgment or order void." (*Thompson v. Cook* (1942) 20 Cal.2d 564, 569.) *County of San Diego v. Gorham*, 186 Cal. App. 4th 1215, 1229 (Cal. App. Fst. 2010)

NEWLY DISCOVERED EVIDENCE REVEALS THAT THE JUDGMENT IS VOID

McClanahan obtained the entry of the judgment through extrinsic fraud/mistake based upon the following material facts:

- Escrow documents for the alleged transaction of which McClanahan complained reveal that negotiation of these transactions were started as early as October of 2003 and Percell and Rhoades faxed back and forth documents to complete the transaction between November 8, 2003 and November 11, 2003, evidence of said facsimiles are present through facsimile stamps on the top of the last 4 pages which are described as exhibit A to the escrow instructions. (Exhibit J)
- McClanahan's claim arises out of a major transaction that took place in 1996 of which Percell was acting as a broker, evidence of which is shown by a purported waiver of conflict of interest and fiduciary duty. (Exhibit L)
- In that transaction Lee Mansdorf, as trustee of the Mansdorf Trust, was the subject of an accommodation agreement by Rhoades wherein a substantial portion of the Mansdorf La Tuna Canyon property was to be sold to Whitebird except one parcel which was to go to Pam Land Co., a corporation wholly owned by Lee Mansdorf and the Mansdorf Trust. (Exhibit K)
- In 1997, Rhoades entered into an agreement with the attorney J. Peter Gyben, acting on behalf of, and for Whitebird, wherein Lee was to transfer a single parcel of La Tuna Canyon (APN 2561–007–012) property to Whitebird in exchange for the four (4) parcels of which Ms. McClanahan claimed that Lee had placed in her name and over which she sued. (Exhibit M)
- Lee Mansdorf performed fully by quitclaiming the property to Whitebird.
- Whitebird did not perform their contract by quitclaiming back the parcels which they promised to give in exchange for Lee's performance. (Exhibit O)
- The lack of performance by Whitebird is evidenced by the absence of a return deed and after examination of the documents at the L.A. County recorder's office, Whitebird Inc. did send a deed describing the property of which McClanahan complained, which was subject to the Pam Land Co. transaction, said document being delivered in 2004. After the sale of which McClanahan complained. (Exhibit P)
- The Clark County Nevada recorder's office, which covers Las Vegas, Nevada, does not show a recorded document that even remotely matches what McClanahan exhibited to the court. A 2003 deed from Whitebird Inc. to Harry Mansdorf is Los Angeles County recorder's instrument number 033912319 and describes the same parcel of which McClanahan complained. (Exhibits N and H)
- The alleged transaction of the property of which McClanahan claims to have been defrauded occurred when Michele Giacomazza and Kathryn Gatto were abusing Harry, and keeping him from answering the complaint. Evidence of the abuse is shown by the records and files in Los Angeles Superior Court case number BC385946 Mansdorf v. Giacomazza et al.

- Giacomazza claimed an ownership interest in two (2) of the same parcels of land of which McClanahan claimed an ownership interest as shown by the quitclaim deed quitclaiming the Beverly Hills home to Giacomazza with the addition of two (2) parcels of property with parcel Nos. 2562–006–009 & 2572–026–042. (Exhibit R)
- McClanahan (supposedly) and Whitebird each gave copies of deeds to Harry for parcel 2562–006–009; both of said deeds bear the same date of December 19, 2003. (Exhibits F and H)
- The Elder abuse and fraud of Giacomazza and Gatto proximately resulted in the alleged fraud against McClanahan and she attempted to sue them for it by way of setting aside a fraudulent conveyance of which Mansdorf attorneys already were in the process of doing. (Exhibit Q)

Harry first learned of McClanahan's default judgment when it was recorded in the Los Angeles and Ventura County recorder's office and a copy of which was sent to his residence in Beverly Hills, but McClanahan's attorneys never notified or served Harry at the Los Angeles County Courthouse where Harry was litigating against two (2) other adversaries, one of which in Department 51, at the time McClanahan filed her complaint, December 18, 2006.

Harry was diligent in seeking relief after discovering the facts and receiving actual notice of the judgment by filing a motion for relief from the order for publication, to set aside the default, and to set aside the default judgment. Judge Kahn refused the order on March 15, 2010 and noted that he would not set it aside while Judge John Shook was still on the bench. Judge Shook is no longer on the bench in Department 53.

Harry has acted with all diligence humanly possible in bringing this action as soon as possible after the rulings in the case against Mansdorf by McClanahan was affirmed on appeal and the Giacomazza ruling was affirmed on appeal with review being denied by the California Supreme Court.

Harry has a meritorious defense in that McClanahan brought her causes of action more than two (2) years after the alleged incidents occurred, which puts it outside of the statute of limitations; McClanahan failed to state a cause of action because it is absurd to think that she could have relied on Harry's statement of opinion that the property was "worthless." Furthermore, Whitebird's lack of performance of their contract in 1997, and subsequent performance in 2004, after the escrow, eliminates the possibility that Janice McClanahan owned the property in the first place. Harry did not owe Janice McClanahan any fiduciary duty because she is not a named beneficiary under the trust. Finally, McClanahan failed to state sufficient extreme and outrageous conduct as simply asking for a piece of property to be signed back to settle the estate and death taxes of a long-term boyfriend would not seem out of line or "extreme and outrageous," especially where the person signs over the property with no undue influence and acting of their own free will. Hence, McClanahan failed to state a cause of action.

Harry has no adequate remedy at law in that, through no fault of his own, he did not discover the fraud/mistake herein stated until after the time had expired for seeking relief under Cal. Code Civ. Proc. § 473(b) (Deering) or (d), for the reasons hereinabove alleged.

Harry's motion under Cal. Code Civ. Proc. § 473(d), for relief from the order of publication, the entry of default, and the entry of default judgment was denied on March 15, 2010 without the knowledge of the facts described herein.

McClanahan should have never gotten a judgment. Attorney and judicial misconduct contributed to the judgment and constitutes extrinsic fraud/mistake thus the judgment is void.

II. SUMMARY OF ARGUMENT

McClanahan's attorneys moved to serve the statement of damages by publication claiming $12 million damage over an alleged fraud of $600,000, as stated in the body of their complaint. Furthermore, Harry's address was known so the order for publication of the statement of damages should have been mailed to him and it was not, and the statement of damages was improper because it did not consider Harry's net worth as required by Cal. Evid. Code § 500 (Deering). *Adams v. Murakami*, 54 Cal. 3d 105 (Cal. 1991). Because Mildred was deceased the complaint must have been amended to name her personal representative prior to judgment and punitive damages cannot be assessed against her. Cal. Code Civ. Proc. § 377.42 (Deering).

In this case the order for publication was done *Ex Parte* requiring a statement of notice or reasonable diligence containing facts to establish that the moving party has contacted the opposing parties attorney or party, with their name, address, telephone number, and actions taken to give them actual notice. Because that was not done in this case the order to publish the statement of damages is void along with all subsequent orders and judgment.

The basic test of whether an allegation is a statement of fact or a conclusion lies in the answer to the question: Does it usurp the province of the court to draw from it all legal inferences or conclusions which are determinative of the issue? (*Green v. Palmer*, 15 Cal. 411, 414 (1860) (76 Am.Dec. 492); *Ricketson v. Richardson*, 26 Cal. 149, 153 (1864).) As a general rule, if it does, it is a conclusion; if it does not, it is a statement of fact. *Waco-Porter Corp. v. Superior Court of Tuolumne County*, 211 Cal. App. 2d 559, 567 (1963). Throughout this case there's been nothing but conclusions presented that McClanahan was damaged financially and emotionally and the authority of the court to draw those legal inferences has clearly been usurped. The court's authority was further usurped on January 23, 2008 when, instead of following the written local rules of which everybody has notice, "by agreement of the courts" P.J. Argento and Judge Shook in Department 53, decided that the matter should be concluded on that day. Furthermore, this is a sham lawsuit because McClanahan presented no evidence of financial or emotional harm.

III. MILDRED MANSDORF WAS DEAD AND THERE ARE NO FACTS TO SHOW THAT SHE COMMITTED A TORT AGAINST MCCLANAHAN, SO THE ORDER FOR PUBLICATION, ENTRY OF DEFAULT, AND DEFAULT JUDGMENT ARE VOID.

Plaintiffs argue [defendant] has no ground for complaint because adding his name to the caption merely corrected a typographical error in the verified third amended complaint which already contained allegations against "defendants and each of them." This argument lacks merit. According to plaintiffs' reasoning they could have filed an "errata" to the caption naming as defendants Bill Gates, Warren Buffet and Martha Stewart and immediately defaulted them as well. Furthermore, plaintiffs' contention adding [defendant's] name to the complaint merely corrected a typographical error does not, under the circumstances, justify denying him the opportunity to respond to the complaint. *Falahati v. Kondo*, 127 Cal. App. 4th 823, 832 (Cal. Ct. App. 2005) The subject matter of an action and the issues involved are determinable from the facts pleaded, rather than from the title or prayer for relief. *Coffelt v. Coffelt*, 229 Cal. App. 2d 659, 665 (1964). Norman and Mildred Mansdorf were named as defendants in the caption, but the body of the complaint is devoid of facts that entitle McClanahan to relief against them. This lawsuit is, in effect, a way to get personal injury and punitive damages against the Mansdorf Trust. There is also nothing to show that Norman was ever served with anything thus indicating a sham lawsuit. Furthermore, and to the point, there are no facts alleged that Mildred Mansdorf committed a tort against McClanahan, so the order for publication of the statement of damages, default, and default judgment are void for lack of personal and subject matter jurisdiction.

A. Punitive Damages Cannot Be Assessed Against A Dead Person Under Cal Code Civ Proc § 377.42.

In an action or proceeding against a decedent's personal representative or, to the extent provided by statute, against the decedent's successor in interest, on a cause of action against the decedent, all damages are recoverable that might have been recovered against the decedent had the decedent lived except damages recoverable under Section 3294 of the Civil Code or other punitive or exemplary damages. Cal. Code Civ. Proc. § 377.42 (Deering)

In *Evans v. Gibson*, 220 Cal. 476 (1934), a defendant died before trial, but the court eventually awarded punitive damages against him. (*Id.* at 478-79, 491.) The Supreme Court reversed that award, reasoning, "Since the purpose of punitive damages is to punish the wrongdoer for his acts, accompanied by [an] evil motive, and to deter him from the commission of like wrongs in the future, the reason for such damages ceases to exist with his death." (*Id.* at 490.) *Whelan v. Rallo*, 52 Cal. App. 4th 989, 992 (1997). In this case there was $10 million of punitive damages assessed. Mildred Mansdorf was dead prior to service of process and before the dividing line of entry of judgment. Because punitive damages were sought against a decedent, Mildred Mansdorf, and it is clear that one cannot get punitive damages against dead people, the order for publication of the statement of damages, default, and default judgment naming Mildred Mansdorf are void since they improperly request punitive damages.

B. The Court Lacked Personal And Subject Matter Jurisdiction Over Mildred Mansdorf Because She Was Dead.

In an action at law for damages or for quantum meruit, the plaintiff is a creditor and must file his claim against the estate of the deceased promisor or be forever barred. A complaint which does not allege such a filing fails to state a cause of action. *Halbert v. Berlinger*, 127 Cal. App. 2d 6, 14-15 (1954).

It is undisputed that Mildred Mansdorf died on March 5, 2007, and there was no amendment to the complaint to add the personal representative of the estate of Mildred

Mansdorf. Because McClanahan failed to allege facts that would constitute a cause of action against Mildred Mansdorf and failed to substitute her personal representative when Mildred Mansdorf died prior to judgment, McClanahan failed to state a cause of action against Mildred Mansdorf capable of merging into a valid judgment. This leads to the simple conclusion that the requirements for publication of a statement of damages, assuming that it could be published under Code Civ. Proc. 415.50, was not met. Since there was no showing of a cause of action against Mildred Mansdorf, as required under Code Civ. Proc. 415.50(a)(1), the order of publication of statement of damages, the default, and the judgment, are all void.

IV. THE METROPOLITAN NEWS WAS NOT A PUBLICATION MOST LIKELY TO GIVE HARRY ACTUAL NOTICE OF THE STATEMENT OF DAMAGES AND HIS ADDRESS WAS KNOWN SO IT HAD TO BE MAILED TO HIM.

"The court shall order the summons to be published in a named newspaper, published in this state, that is most likely to give actual notice to the party to be served. [...] The order shall direct that a copy of the summons, the complaint, and the order for publication be forthwith mailed to the party if his or her address is ascertained before expiration of the time prescribed for publication of the summons." Cal Code Civ Proc § 415.50(b)

The Metropolitan news has a circulation of approximately 2000 and generally provides legal news. Because of the low number of readers and the fact that the Metropolitan news primarily deals with legal subjects it was not the most likely paper to give Harry actual notice of his potential $12 million liability and since his address was known the statement of damages was required to be mailed to him and it was not. The simple conclusion is that Harry would've gotten just as much notice from publication in an Alaskan fashion magazine. Therefore the order for publication of the statement of damages is void.

V. DEPARTMENT 53 LACKED PERSONAL AND SUBJECT MATTER JURISDICTION OVER HARRY AND MILDRED MANSDORF AND THEREFORE THE JUDGMENT IS VOID.

A. Judicial Disqualification

If a reasonable man would entertain doubts concerning the judge's impartiality, disqualification is mandated. "To ensure that the proceedings appear to the public to be impartial

000566

and hence worthy of their confidence, the situation must be viewed through the eyes of the objective person. *UFW of Am. v. Superior Court*, 170 Cal. App. 3d 97, 104 (1985)

A disqualified judge has no power to act in any proceeding after his or her disqualification or after the filing of a statement of disqualification until the question of disqualification has been determined [Code Cal. Code Civ. Proc. § 170.4(d) (Deering)]. Disqualification occurs when the facts creating disqualification arise, not when the disqualification is established [*Christie v. City of El Centro*, 135 Cal. App. 4th 767, 776, 37 Cal. Rptr. 3d 718 (Cal. Ct. App. 2006)], and a disqualified judge's orders are void, regardless of whether they happen to have been legally correct [*Rossco Holdings, Inc. v. Bank of Am.*, 149 Cal. App. 4th 1353, 1367, 58 Cal. Rptr. 3d 141 (2007)]. Orders made by a judge after disqualification are void [*Noorthoek v. Superior Court of San Luis Obispo County*, 269 Cal. App. 2d 600, 607, 75 Cal. Rptr. 61 (1969) (judge had previously disqualified self)].

B. Judge Feffer was disqualified as of July 24, 2007.

1. Ex Parte Application Requirements under California Rules of Court

A request for ex parte relief must be in writing and must include all of the following:
(1) An application containing the case caption and stating the relief requested;
(2) A declaration in support of the application making the factual showing required under rule 3.1202(c);
(3) A declaration based on personal knowledge of the notice given under rule 3.1204;
(4) A memorandum; and
(5) A proposed order.
Cal Rules of Court, Rule 3.1201

The July 24, 2007 *Ex Parte* order for publication of the statement of damages was invalid and void because there was no declaration in support of the application making a factual showing that great irreparable harm was about to be inflicted upon McClanahan. Furthermore, there was no declaration based upon personal knowledge of notice given indicating the name address, and telephone number of the attorney for the Mansdorfs, or the Mansdorf's themselves. Most importantly, the Ex Parte application for order of publication of the statement of damages was not delivered by 10:00 AM the prior day, evidence of this fact is shown on the facsimile stamp

000567

on Janice McClanahan's July 23, 2007 declaration which shows that it was not faxed until 4:28 PM on July 23, 2007. Hence it could not have been received by 10:00 AM the prior day.

> **(a) Identification of attorney or party. An ex parte application must state the name, address, and telephone number of any attorney known to the applicant to be an attorney for any party or, if no such attorney is known, the name, address, and telephone number of the party if known to the applicant.**
> (b) Disclosure of previous applications. If an ex parte application has been refused in whole or in part, any subsequent application of the same character or for the same relief, although made upon an alleged different state of facts, must include a full disclosure of all previous applications and of the court's actions.
> **(c) Affirmative factual showing required. An applicant must make an affirmative factual showing in a declaration containing competent testimony based on personal knowledge of irreparable harm, immediate danger, or any other statutory basis for granting relief ex parte.**
> (Subd (c) amended effective January 1, 2007.)

Cal Rules of Court, Rule 3.1202

Ms. McClanahan's April 26, 2006 letter states at the very least that she knew about Rufus Rhoades, who did formerly represent the trust. However, the more disturbing aspect is that Alfred Keep was representing the Mansdorf's in Department 51 before Judge Feffer in Marylin Mansdorf v. Rufus Rhoades et al. BC316011, so Judge Feffer knew that there was an attorney representing the Mansdorf's, but signed the order for publication anyway. No reasonable person could believe that Judge Feffer was impartial once this fact becomes clear. This shows bias and impropriety on Judge Feffer's and Ms. McClanahan's part in that there is no indication from the record that anybody was contacted about publishing the statement of damages. A reasonable person would expect Judge Feffer to look for a declaration of notice indicating that Alfred Keep was notified of the intention to publish the statement of damages, since he was arguing in Judge Feffer's court at the time Judge Feffer ordered the statement of damages published.

This situation presents a clear violation of Harry and Mildred Mansdorf's constitutional right to receive actual notice of their potential liability in this action. The very simple and clear conclusion here is that Judge Feffer was biased against the Mansdorf's and clearly did not avoid the appearance of impropriety as required under the California canons of judicial ethics. Therefore, as of July 24, 2007 Judge Feffer was disqualified from the bench and all orders from that day forward are void.

000568

C. Judge Feffer's order to publish a statement of damages was done in violation of public policy meant to avoid prayers that are outrageously inflated in personal injury causes of action.

The legislative purpose of the 1974 amendment of section 425.10 and the addition of section 425.11 was to protect defendants in personal injury and wrongful death actions from adverse publicity resulting from prayers in complaints, particularly malpractice complaints, for greatly inflated damage claims bearing little relation to reasonable expectations of recovery. (See Review of Selected 1974 California Legislation (1975) 6 Pacific L.J. 125, 217.) *Plotitsa v. Superior Court*, 140 Cal. App. 3d 755, 759 (Cal. Ct. App. 1983)

In this case the July 24, 2007 order for publication was done *Ex Parte* and was not accompanied by an affidavit stating imminent or irreparable injury and Code of Civil Procedure 415.50 does not allow publication of the statement of damages in cases such as this where the address of the defendant is known. There is a good reason why statements of damages are not published except in cases where the summons and complaint are published and this case illustrates the reason for the rule. This is a $600,000 case at most, $12 million is extreme and outrageous and constitutionally offensive as the Fifth Amendment forbids excessive punitive damage awards of which the defendant has no actual notice. There is no evidence to justify awarding anything over $600,000. A reasonable person would look at this as being nothing more than the result of Judge Feffer's bias against the Mansdorf's. Therefore, good cause is established to show that Judge Feffer was prejudiced against Harry Mansdorf thus the order for publication and all subsequent orders are void because Judge Feffer should have disqualified himself.

D. JUDGE SHOOK WAS DISQUALIFIED

1. Assignment for All Purpose under California Rules of Court

> The presiding judge may, on the noticed motion of a party or on the court's own motion, order the assignment of any case to one judge for all or such limited purposes as will promote the efficient administration of justice.

Cal Rules of Court, Rule 3.734

California Court rule 3.734 states a clear mandate that a presiding judge may assign a case to a single judge for all purposes for the efficient administration of justice. However, there

000569

is no provision in the rule for allowing judges to reassign cases except in limited circumstances to wit, by valid court order, reassignment by the presiding judge, or in accordance with a written local rule. "Agreement of the courts" is nowhere within this definition of the California Court Rule and therefore Judge Shook acted in excess of his authority making the judgment he signed void on its face.

2. <u>Assignment of Direct Calendar Cases</u>

> Assignment for All Purposes. Cases are assigned for all purposes, including trial. Except as the Presiding Judge may otherwise direct, each judge shall schedule, hear and decide all matters for each case assigned. Requests for entry of default judgment pursuant to Code of Civil Procedure section 585 may be heard by a default department to be determined by the supervising judge without otherwise affecting the assignment of the underlying case to the direct calendar judge.

Los Angeles County local rule 3.3(i) (former LASC local rule 7.3)

This written local rule provides a clear mandate that a judge shall decide all matters for each case assigned except by order of the presiding judge or, in the case of default judgments, the judge assigned to the default judgment Department. Because the order for default judgment was signed by Judge John Shook in Department 53, which is not the default department, and without proper reassignment of the presiding judge the judgment that he signed is invalid. Therefore, the judgment against Harold Mansdorf is void on its face since it was signed by a judge in excess of his jurisdiction in violation of Mildred and Harry Mansdorf's right to due process under the California and United States Constitution. See Cal. Const. art. 1, § 7; United States U.S. Const. amend. V; *Daniel V. v. Superior Court*, 139 Cal. App. 4th 28, 44 (2006).

the case on point is *Christie v. City of El Centro*, 135 Cal. App. 4th 767 (Cal. Ct. App. 2006). In that case a disqualified judge spoke with the sitting judge about the case and that resulted in disqualification and all subsequent orders were void. Here, we have the same situation because the January 23, 2008 minute order stating that P.J. Argento recused himself and Judge Shook would hear the matter "by agreement of the courts" indicates that they must have talked about the case to come to an agreement. Therefore, Judge Shook was disqualified.

000570

VI. THE STATEMENT OF DAMAGES WAS NEVER FILED, SO THE ORDER FOR PUBLICATION, DEFAULT, AND DEFAULT JUDGMENT ARE VOID.

Sections 580, 425.11, and 425.115 do not specify the amount of time before a default is entered that a statement of damages must be served on the defendant. The governing standard for purposes of due process was stated in *Schwab v. Rondel Homes*, 53 Cal. 3d 428, 435 (1991), albeit in dictum: "A defendant is entitled to actual notice of the liability to which he or she may be subjected, a reasonable period of time before default may be entered." The actual holding in *Schwab* was that the plaintiff's failure to provide actual notice of the amount of damages demanded as required by statute precluded the plaintiff from taking the defendant's default. (*Id.* at 435, 435.) *Matera v. McLeod*, 145 Cal. App. 4th 44, 61 (2006).

In this case there was no statement of damage filed with the clerk of the court and McClanahan cannot prove that actual notice of potential liability above $600,000 was given to Harry Mansdorf. Because notice of potential liability is absolutely fundamental to a fair hearing as required by the constitutionally afforded right to due process, the lack of such actual notice is fatally defective and void as to any amount above $600,000.

VII. PUNITIVE DAMAGES CANNOT BE ASSESSED AGAINST HARRY MANSDORF BECAUSE HIS NET WORTH WAS NEVER ASSESSED UNDER CAL.EVID. CODE, § 500. *Adams v. Murakami*, (1991) 54 Cal. 3d 105.

> The question in this personal injury action is twofold: (1) Is evidence of a defendant's financial condition a prerequisite to an award of punitive damages? (2) If so, is the burden on the plaintiff rather than on the defendant to introduce evidence of the defendant's financial condition? We answer both questions in the affirmative. Our prior decisions, constitutional considerations, and the importance of appellate review indicate that an award of punitive damages cannot be sustained on appeal unless the trial record contains meaningful evidence of the defendant's financial condition. The absence of this evidence thwarts effective appellate review of a claim that punitive damages are excessive. As to the second question, we conclude that Evidence Code section 500, the traditional allocation of burden of proof, and fundamental fairness require the plaintiff rather than the defendant to introduce this evidence.

Adams v. Murakami, 54 Cal. 3d 105, 108-09 (Cal. 1991)

In this case there was no evidence presented of Harry Mansdorf's financial condition. As mandated by the California Supreme Court if a plaintiff wants punitive damages they must introduce evidence of the defendant's financial worth before the court can lawfully impose punitive damages. Because McClanahan failed to introduce evidence of Harry Mansdorf's financial worth the $10 million punitive damages must be stricken and any other damages must be accordingly adjusted to an amount according to proof produced by McClanahan.

VIII. THE DEED ATTACHED TO THE COMPLAINT DESCRIBES FOUR (4) PARCELS, BUT THE RECORDED INSTRUMENT REFLECTS TWO (2) AND THE DISCREPANCY HAS NEVER BEEN EXPLAINED. CAL.EVID. CODE, § 1402.

When facts are available from public records, it is ordinarily improper to allege such facts on mere information and belief. *People v. Birch Sec. Co.*, 86 Cal. App. 2d 703, 708 (1948) It would seem to be settled law in this state that a cotenant cannot recover the total damages [...], but may only recover for his proportionate interest. *Razzano v. Kent*, 78 Cal. App. 2d 254, 258 (Cal. Ct. App. 1947)

Here the public records indicate that the deed recorded on December 31, 2003 from Janice McClanahan bears a two parcel descriptions. Under Cal. Evid. Code § 1402 where evidence appears to be altered it must be explained prior to being considered admissible evidence. McClanahan made clear that "the sale took place on December 5, 2003 and was recorded on December 31, 2003," so she obviously knew about the publicly recorded document and she needs to explain why she did not exhibit that document and who gave her the document that she did exhibit. McClanahan's bald assertions do not provide sufficient evidence to justify an award of $12 million, and it stretches constitutional bounds to even allow a $600,000 recovery.

IX. CONCLUSION

For the foregoing reasons defendant Harry Mansdorf and The Estate of Mildred Mansdorf respectfully request that this Court find that the order for publication, the default, and $12 million default judgment that Janice McClanahan was awarded are all void. In the alternative, this court should lower the amount of damages to $600,000 of which Harry Mansdorf arguably had received actual notice.

Dated: May 7, 2012

By: ______________________

Kevin Macnamara Esq.
Attorney for Harry Mansdorf and
The Estate of Mildred Mansdorf

000572

Declaration of Kevin Macnamara

I, Kevin Macnamara, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am counsel for defendant Harry Mansdorf ("Mansdorf") and the estate of Mildred Mansdorf. This declaration is submitted in support of Harry Mansdorf and the estate of Mildred Mansdorf's *Ex Parte* application to set aside order for publication, default, and default judgment.

IMMINENT IRREPARABLE HARM SHOWING AS REQUIRED BY THE CALIFORNIA RULES OF COURT.

2. This *Ex Parte* application is appropriate because great irreparable injury is imminent to Harry Mansdorf because there is an order to show cause hearing on May 22, 2012 as to why his home of at least 25 years should not be sold to satisfy Janice McClanahan's ("McClanahan") $12 million default judgment.
3. Currently the frail, 91-year-old, Mr. Mansdorf is in the end stages of life and is undergoing home hospice care. He does not need to be thrown out of his home and worry about where he is going to die.
4. Unless enjoined by an order Of This Court, Mr. Mansdorf will suffer the emotional. and possibly financial, injury attenuated with fighting to keep his home, which would probably kill him.

DILIGENCE AND NOTICE AS REQUIRED BY CALIFORNIA RULES OF COURT.

5. I was able to ascertain the home addresses for Timothy Sottile and Thomas Cacciatore from public records. In addition I was able to obtain the home telephone number of Thomas Cacciatore.
6. At approximately 8:10 PM on May 6, 2012, I called a home number for Thomas Cacciatore in order to inform him about the issues attenuated with this *Ex Parte* application and was able to confirm that it was his phone number by the answering machine message. At 8:22 PM on May 6, 2012, I again tried to phone number for Thomas Cacciatore and again there was no answer, but I did leave a telephone message informing him that on Tuesday, May 8, 2012, I did intend to move the court *Ex Parte* to void or reduce the judgment that McClanahan obtained and I informed him that the documents would be at his office early Monday morning. At

approximately 8:45 PM I once again called the home telephone number for Thomas Cacciatore, and this time was able to speak with a female who took down my phone number and told me that Mr. Cacciatore would call me back in 5 minutes. The phone number is not listed here for privacy purposes.

7. I got a call back from Mr. Cacciatore at approximately 8:50 PM on May 6, 2012. I informed him of the issues that were going to be presented on the *Ex Parte* application, the time it would take place, the Department, and a general overview of some of the issues I intend to raise. Mr. Cacciatore communicated to me another offer to settle the case for a small amount of money so that Harry could have a place to live "assuming the judgment sale goes through." I will communicate this offer to Harry Mansdorf no later than Monday morning. Mr. Cacciatore stated that he believed that this case was beyond the jurisdiction of the Los Angeles County Superior Court, the issue should have been raised previously, and that the finality of judgment would prevail. Mr. Cacciatore stated that my offer to settle the case was rejected by Janice McClanahan, but he sounded as if he had not communicated that offer to Ms. McClanahan. I do not believe Thomas Cacciatore communicated my offer of settlement to Janice McClanahan. The conversation concluded with me stating that I would e-mail and possibly fax the materials to his office by Monday morning, and that I would contact Timothy Sottile with the material via e-mail. We ended the phone call at approximately 9:05 PM on Sunday, May 6, 2012.

Thomas Peter Cacciatore (SBN # 52256)
99 S Lake Ave Ste 501
Pasadena, CA 91101
Phone: (626) 795-0200
Fax: (626) 795-1626
E-mail: CATCHLAW@YAHOO.COM

Timothy Bruce Sottile (SBN # 127026)
4333 Park Terrace Dr Ste 160
Westlake Village, CA 91361
Phone: (818) 889-0050
Fax: (818) 889-6050
E-mail: tsottile@sottile-law.com

8. Mr. Cacciatore stated that he wasn't sure if there would be opposition until he saw the papers, but opposition is expected because he thought the Los Angeles County Superior Court no longer has jurisdiction and that an argument on finality of judgment would prevail.

9. Judge Irving Feffer of department 51 was disqualified from the bench in as of July 24, 2007 because the order for publication was applied for *Ex Parte* and there was no legally sufficient declaration of diligence providing the name, address, and telephone number of Harry Mansdorf's attorney, Alfred Keep, who was representing Harry Mansdorf in another matter in Department 51 before Judge Feffer entitled Marilyn Mansdorf v. Rufus Rhoades, Harry Mansdorf et al, LASC case number BC316011 ("Marilyn's case"). Appearances were made in the aforementioned case on the following dates according to the Los Angeles County Superior Court website civil case summary:

a. 02/05/2008 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion (SET ASIDE PRELIMINARY INJUNCITON) – Granted

b. 10/22/2007 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion Hearing - No appearance(s), off calendar

c. 08/17/2007 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion to be Relieved as Counsel – Granted

d. 11/29/2006 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion Hearing - Motion Denied

See exhibit A attached hereto.

10. While the above matters were pending in Department 51 Judge Irving Feffer was also presiding over the instant case entitled Janice McClanahan v. Harry Mansdorf et al. LASC case number BC363659 ("McClanahan case") on the following dates according to the Los Angeles County Superior Court website civil case summary:

e. 01/23/2008 at 09:00 am in Department 51, Irving Feffer, Presiding
Order to Show Cause - Transferred to different departmnt

f. 01/23/2008 at 08:45 am in Department 51, John P. Shook, Presiding
Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT:) - OSC Discharged

g. 12/10/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT;) - Matter is heard, matter continued

h. 11/02/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT:) - Matter continued

i. 10/02/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management (7-24-07 SANCS PAID?) – Completed

j. 07/24/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management (*NO FURTHER CONTS*) - Matter continued

k. 06/08/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management (CF: 5-1-07;) - Matter continued

l. 05/01/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management - Matter continued

See exhibit B attached hereto.

11. As can be seen by the above comparison of case summaries. retrieved from the Los Angeles County Superior Court website, Judge Irving Feffer was presiding over another matter in Department 51 where Harry Mansdorf was represented by Alfred Keep during the entire time until default judgment was entered by Judge Shook in the McClanahan case.

12. P.J. Argento was presiding in Department 51 on January 23, 2008 and Judge Shook was presiding in Department 53 as evidenced by the January 23, 2008 minute orders in this case. (Exhibits C and D respectively attached hereto).

13. Knowing that Harry Mansdorf was represented by Alfred Keep, Judge Irving Feffer should have noted that the *Ex Parte* application for publication of the statement of damages failed to show adequate due diligence in discovering that Harry Mansdorf was represented by attorney Alfred Keep, as said application for publication does not contain a declaration stating the name of the attorney representing the party, address, and telephone number of said attorney and all efforts taken that are reasonably calculated to give that attorney, or unrepresented party, actual notice of the hearing.

14. In the absence of a legally adequate declaration of due diligence in support of the *Ex Parte* application for publication of the statement of damages. Because Judge Irving Feffer knew that Harry Mansdorf was represented he should have disqualified himself or denied the application.

15. Judge Irving Feffer granted the order in the *Ex Parte* application for publication of the statement of damages knowing that Harry Mansdorf was represented and that order was greatly prejudicial towards Harry Mansdorf in that it elevated his potential liability from $600,000 to $12 million.

16. The statement of damages improperly assessed punitive damages against Mildred Mansdorf who died March 5, 2007. (Exhibit E)

17. The deed exhibited in Janice McClanahan's July 23, 2007 declaration and attached to her complaint does not match that which is recorded in the Los Angeles County recorder's office. (Exhibits F and G respectively)

18. Whitebird Inc. sent a deed to Harry Mansdorf describing the same parcel property of which Janice McClanahan complained. Los Angeles County recorded instrument number 033912319. (Exhibits H)

19. After reviewing the docket in this case I discovered that no statement of damages with proof of service attached was ever filed.

20. The request for default was submitted September 27, 2007 and 5 days later on October 2, 2007 it was entered by the court clerk.

21. These facts were discovered on April 16, 2012, after I personally reviewed volume 1 and 2 of the case file at the records Department in this courthouse. After discovering these facts I caused an investigator named Brendan Etter to further review the files and follow-up on the issue of the publication of the statement of damages with the Metropolitan news and he confirmed what I discovered and that no statement of damages was filed with the court. (Exhibit I).

22. I have also reviewed the escrow documents of which Ms. McClanahan complained and discovered that she paid the recording fees and transfer taxes, Mr. Percell was paid $145,000 for "services rendered," and Whitebird Inc. also participated in the escrow. (Exhibit J).

23. After reviewing voluminous documents after having my curiosity piqued by the escrow documents I discovered that the property over which Ms. McClanahan complained arose from a large land transaction of approximately 950 acres in 1996 between Lee Mansdorf and Whitebird Inc., a Nevada corporation.

24. The 1996 transaction was the product of an accommodation agreement written by former Mansdorf family trust attorney Rufus Rhoades. (Exhibit K).

25. In the 1996 transaction Richard Percell acted as a broker for both Lee Mansdorf and Whitebird Inc., a Nevada corporation. (Exhibit L)

26. I found a letter exchange between former Mansdorf trust attorney Rufus Rhoades and J Peter Gyben, representing Whitebird, which evidences an agreement between Lee Mansdorf, as representative of Pam Land Co., involving the parcels of which Ms. McClanahan complained to the effect that they were not included in the 1996 transaction. (Exhibit M).

27. Having discovered the Pam Land Co. agreement I checked the property records recorded in Clark County Nevada, which covers Las Vegas, Nevada, where Ms. McClanahan lives, and discovered that no document was recorded evidencing that she owned the parcel of land of which she sued Harry Mansdorf. (Exhibit N).

28. I also reviewed the documents recorded in the Los Angeles County recorder's office and discovered that a consistent quitclaim deed from Pam Land Co., with the parcel number described in the letter agreement, was quitclaimed to Whitebird Inc. in 1997. I also discovered that Whitebird Inc. issued a grant deed, consistent with the letter agreement, for the parcels described in the agreement in 2004, which is after the transaction that McClanahan sued over in this case. (Exhibits O and P).

29. I discovered that there was a follow-on case to set aside fraudulent conveyances that were the result of financial Elder abuse by Michael Giacomazza ("Giacomazza") and Kathryn Gatto ("Gatto"), and that related case of Janice M McClanahan v. Harry Mansdorf et al. LASC case number BC389522 was filed April 23, 2008 and dismissed August 11, 2011.

30. There is also a further related case of Harry Mansdorf v. Michael Giacomazza et al. LASC BC385946, ("Giacomazza case") in which the Hon. Charles Palmer in Department 33 determined that Harry Mansdorf was being abused, physically and

financially, by Giacomazza and Gatto, since approximately 2 days after Lee Mansdorf died (June 27, 2003), in his August 3, 2009 statement of decision. This time period covers when the transaction that McClanahan sued over occurred. (Exhibit Q).

31. Giacomazza stole Harry's house in a supposed transaction for $25,000 in which he added 2 parcels of which McClanahan complained as evidenced by a 2004 quitclaim deed which is Los Angeles County recorded instrument number 042792102. (Exhibit R)

32. In the Giacomazza case McClanahan testified that she did not know she had a $12 million default judgment against Harry Mansdorf despite the fact that she also testified that she worked as a legal secretary for 10 years. (Exhibit S).

33. Janice McClanahan also wrote a letter to Harry Mansdorf on April 25, 2006 stating that she got the idea that she got the idea that she had property in her name from a letter from Rufus Rhoades, which contradicts her trial testimony. (Exhibit T)

34. In reviewing the case file I discovered that in the plaintiff's opposition to setting aside the order for publication, default, and default judgment previously submitted and ruled on March 15, 2010 that there were a variety of letters and e-mails between Ari Lorin Markow, a former Mansdorf attorney hired to set aside the McClanahan default judgment labeled as exhibits H, I, J to plaintiff's opposition. (Exhibit U).

35. McClanahan asserts that Mansdorf wished to compromise the McClanahan case, which is completely erroneous. Markow may have wanted to compromise the McClanahan case, but he was hired to set aside the default in the McClanahan case. McClanahan further contends that Mansdorf sought her assistance in recovering the property which Mr. Giacomazza stole which makes no sense because McClanahan would simply take it in satisfaction of her own judgment.

36. Ultimately, Markow abandoned Mr. Mansdorf when Marcow presented an $8 million settlement of McClanahan's claim and Mr. Mansdorf refused to sign it because Markow was hired to set aside the judgment.

37. I discussed a good faith settlement with Thomas Cacciatore and Timothy Sottile and they requested a meeting without the presence of our clients. I was disturbed by the fact that they didn't even want Janice McClanahan to participate telephonically.

Timothy Sottile lied to me and told me that Janice McClanahan did not know Richard Percell. (Exhibit V).

38. I have also had the displeasure of speaking with David Marcus. He sent me an e-mail stating that he had never met Janice McClanahan or spoken to her. He further stated that he was hired by Thomas Cacciatore and Timothy Sottile to enforce the $12 million default judgment. This is against the rules of professional conduct, as Mr. Marcus must have a written fee agreement for anything over $1000. (Exhibit W).

39. I do not know how these 3 gentlemen practice law, but I find it extremely troubling.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 7th day of May, 2012, at La Palma, California.

Kevin Macnamara Esq.
Attorney for Harry Mansdorf and
The Estate of Mildred Mansdorf

Exhibit "A"

Civil Case Summary print out
retrieved from LASC website
LASC Case No. BC316011,
MARYLIN MANSDORF vs. RUFUS RHOADES, HARRY MANSDORF ET.AL.

Case Summary

Please make a note of the Case Number.

Click here to access document images for this case.
If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Case Number: BC316011
MARYLIN MANSDORF VS RUFUS V RHOADES ET AL

Filing Date: 05/24/2004
Case Type: Legal Malpractice (General Jurisdiction)
Status: Other Judgment 03/21/2006

Future Hearings
None

Documents Filed | Proceeding Information

Parties

GEORGEN PEARL M. - Mediator

GLAUDE LANIA - Attorney for Defendant/Respondent

KIRWAN MARTIN J. ESQ. - Attorney for Plaintiff/Petitioner

MANSDORF HAROLD - Defendant/Respondent

MANSDORF MARYLIN - Plaintiff/Petitioner

MANSDORF MILDRED - Defendant/Respondent

RHOADES RUFUS V. - Defendant/Respondent

RYKOFF STEPHEN R. - Attorney for Defendant/Respondent

Case Information | Party Information | Proceeding Information

Please make a note of the Case Number.

Click here to access document images for this case.
If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Documents Filed (Filing dates listed in descending order)

Click on any of the below link(s) to see documents filed on or before the date indicated:
04/06/2006 09/23/2005 04/04/2005 10/29/2004

03/16/2009 Order (RE EXPARTE APP FOR ORDER TO ENJOIN GIAXOMAZZA AND GATTO FROM SPENDING MONEY;)
Filed by Judge

03/16/2009 Ex-Parte Application (FOR ORDER TO ENJOIN MICHELE V. GIA COMAZZA AND KAHRYNGATTO FROM SPENDING MONEY, ETC;)
Filed by Plaintiff

03/16/2008 Opposition Document (TO PLFF'S EXPARTE MOTIONS;)
Filed by Defendant

02/11/2008 Notice of Ruling
Filed by Attorney for Defendant/Respondent

02/05/2008 Order (GRANTING MOTION TO DISSOLVE AND SET ASIDE PI;)
Filed by Defendant

12/27/2007 Motion (TO DISSOVLE AND SET ASIDE PRELIM- INARY INJUNCTION, ETC.)
Filed by Attorney for Defendant/Respondent

08/20/2007 Notice of Ruling
Filed by Attorney for Plaintiff/Petitioner

08/17/2007 Ord-Withdrawal as Atty of Record
Filed by Plaintiff

07/25/2007 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

07/10/2007 Motion to be Relieved as Counsel
Filed by Attorney for Plaintiff/Petitioner

07/10/2007 Declaration
Filed by Attorney for Plaintiff/Petitioner

07/06/2007 Remittitur (DISMISSED REMITTITUR ISSUED ON 07-03-07 PPEAL FILED 6-30-06 IS DISMISSED S/T D-51 7-9-07)
Filed by Clerk

07/06/2007 Remittitur (AFFIRMED REMITTITUR ISSUED ON 7-5-07 S/T D-51 7-9-07)
Filed by Clerk

02/01/2007 Notice (OF DESIGNATION OF ORIGNAL TRIAL EXHIBITS TO BE TRANSMITTED TO THE COURT OF APPEAL)
Filed by Attorney for Plaintiff/Petitioner

11/27/2006 Opposition Document
Filed by Attorney for Defendant/Respondent

11/22/2006 Reply/Response
Filed by Attorney for Plaintiff/Petitioner

11/21/2006 Substitution of Attorney
Filed by Attorney for Defendant/Respondent

11/20/2006 Opposition Document
Filed by Attorney for Defendant/Respondent

05/23/2006 Reply/Response (AND OBJECTION)
Filed by Attorney for Defendant/Respondent

05/23/2006 Ntc to Reptr/Mon to Prep Transcrpt

Filed by Clerk

05/16/2006 Notice (REQUEST BY COUNSEL)
Filed by Attorney for Plaintiff/Petitioner

05/12/2006 Notice (NON-OPPOSITION AND OPOSITIION TO MOTION.)
Filed by Attorney for Defendant/Respondent

05/10/2006 Notice of Change of Address
Filed by Attorney for Plaintiff/Petitioner

04/07/2006 Memorandum of Costs ($13,639.00 TO DEPT. 51 MOTION TO TAX COSTS 5/26/06 NO COURT FILE 4/28/06)
Filed by Attorney for Deft/Respnt

Click on any of the below link(s) to see documents filed on or before the date indicated:
TOP 04/06/2006 09/23/2005 04/04/2005 10/29/2004

04/06/2006 Ntc to Atty re Notice of Appeal
Filed by Clerk

04/05/2006 Notice of Appeal (NOTICE OF APPEAL; NOTICE OF ELECTI ON TO PROCEED UNDER RULE 5.1; NOTI CE OF DESIGNATION OF REPORTER'S TR ANSCRIPT)
Filed by Plaintiff

03/21/2006 Amended/Corrected Judgment (AFTER COURT TRIAL;)
Filed by Defendant

03/21/2006 Order (GRANTING MOTION OF DEFENDANTS MANSDORF TRUST TO CORRECT JUDGMENT AFTER COURT TRIAL;)
Filed by Defendant

03/09/2006 Objection Document
Filed by Attorney for Plaintiff/Petitioner

02/24/2006 Proof of Service (AMENDED)
Filed by Attorney for Plaintiff/Petitioner

02/22/2006 Notice of Ruling
Filed by Attorney for Plaintiff/Petitioner

02/03/2006 Declaration
Filed by Attorney for Defendant/Respondent

02/01/2006 Reply/Response
Filed by Attorney for Plaintiff/Petitioner

01/31/2006 Opposition Document
Filed by Attorney for Defendant/Respondent

01/27/2006 Notice of Change of Address
Filed by Attorney for Plaintiff/Petitioner

12/22/2005 Notice of Continuance (OF MTN FOR RECONSIDERATION)
Filed by Attorney for Plaintiff/Petitioner

12/21/2005 Supplement (REQUESTS FOR JUDICIAL NOTICE;)
Filed by Plaintiff

12/15/2005 Reply/Response
Filed by Attorney for Defendant/Respondent

12/14/2005 Declaration
Filed by Attorney for Defendant/Respondent

12/14/2005 Substitution of Attorney
Filed by Attorney for Defendant/Respondent

12/14/2005 Reply/Response
Filed by Attorney for Defendant/Respondent

12/07/2005 Request for Judicial Notice
Filed by Attorney for Plaintiff/Petitioner

12/07/2005 Reply/Response
Filed by Attorney for Plaintiff/Petitioner

11/28/2005 Ntc to Reptr/Mon to Prep Transcrpt
Filed by Clerk

10/17/2005 Ntc to Atty re Notice of Appeal
Filed by Clerk

10/12/2005 Notice of Change of Address
Filed by Plaintiff

10/12/2005 Notice of Appeal
Filed by Plaintiff

09/30/2005 Reply/Response
Filed by Attorney for Defendant/Respondent

09/29/2005 Judgment (AFTER COURT TRIAL)
Filed by Attorney for Deft/Respnt

09/29/2005 Statement of Decision
Filed by Attorney for Deft/Respnt

Click on any of the below link(s) to see documents filed on or before the date indicated:
TOP 04/06/2006 09/23/2005 04/04/2005 10/29/2004

09/23/2005 Objection Document
Filed by Attorney for Plaintiff/Petitioner

08/23/2005 Request (FOR STATEMENT OF DECISION.)
Filed by Attorney for Plaintiff/Petitioner

08/11/2005 Objection Document
Filed by Attorney for Plaintiff/Petitioner

08/10/2005 Points and Authorities
Filed by Attorney for Plaintiff/Petitioner

08/10/2005 Brief
Filed by Attorney for Defendant/Respondent

07/21/2005 Substitution of Attorney
Filed by Attorney for Defendant/Respondent

07/19/2005 Request for Judicial Notice
Filed by Attorney for Plaintiff/Petitioner

07/19/2005 Ex-Parte Application
Filed by Attorney for Defendant/Respondent

07/19/2005 Declaration (RE NOTICE OF EX PARTE APPLICATION)
Filed by Attorney for Defendant/Respondent

07/19/2005 Notice (OF LODGING OF DEPOSITION TRANSCRIPTS)
Filed by Attorney for Plaintiff/Petitioner

07/18/2005 Partial Dismissal(not entire case) (DEFENDANT NORMAN MANSDORF, ONLY)
Filed by Attorney for Pltf/Petnr

07/18/2005 Ex-Parte Application
Filed by Attorney for Defendant/Respondent

07/18/2005 Declaration (RE NOTICE OF EX PARTE APPLICATIN F)
Filed by Attorney for Defendant/Respondent

07/15/2005 Miscellaneous-Other (PROOF OF PERSONAL DELIVERY)
Filed by Attorney for Pltf/Petnr

07/15/2005 Notice of Ruling
Filed by Attorney for Pltf/Petnr

07/15/2005 Reply/Response
Filed by Attorney for Deft/Respnt

07/15/2005 Objection Document
Filed by Attorney for Deft/Respnt

07/12/2005 Notice of Ruling
Filed by Attorney for Pltf/Petnr

07/11/2005 Opposition Document (TO MOTION FOR SUMMARY JUDGMENT)
Filed by Attorney for Pltf/Petnr

07/11/2005 Miscellaneous-Other (SEPARATE STATEMENT IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT)
Filed by Attorney for Pltf/Petnr

07/06/2005 Miscellaneous-Other (STATEMENT)
Filed by Attorney for Plaintiff/Petitioner

07/01/2005 Mtn for Summary Adjud of Issues
Filed by Attorney for Defendant/Respondent

07/01/2005 Miscellaneous-Other (STATEMENT)
Filed by Attorney for Defendant/Respondent

07/01/2005 Stipulation and Order (RE FILING AND SCHEDULING OF MSJ;)
Filed by Defendant

07/01/2005 List of Witnesses
Filed by Attorney for Plaintiff/Petitioner

07/01/2005 List of Exhibits

Filed by Attorney for Plaintiff/Petitioner

06/30/2005 Stipulation and Order (TO TRAIL OR CONTINUE HEARING ON MOTION TO CONTINUE TRIAL, ETC;)
Filed by Defendant

06/29/2005 Request for Judicial Notice
Filed by Attorney for Plaintiff/Petitioner

06/22/2005 Opposition Document
Filed by Attorney for Plaintiff/Petitioner

06/19/2005 Reply/Response
Filed by Plaintiff & Plaintiff in Pro Per

05/21/2005 Partial Dismissal (with Prejudice) (DEFENDANT RUFUS v. RHOADES ONLY.)
Filed by Attorney for Defendant/Respondent

04/08/2005 Notice (OF POSTING OF BOND;)
Filed by Plaintiff

04/07/2005 Notice of Ruling
Filed by Attorney for Plaintiff/Petitioner

04/05/2005 Undertaking (UNDER SECTION 529 CCP;)
Filed by Clerk

04/05/2005 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

Click on any of the below link(s) to see documents filed on or before the date indicated:
TOP 04/06/2006 09/23/2005 04/04/2005 10/29/2004

04/04/2005 Order ((RE:) PRELIMINARY INJUNCTION;)
Filed by Plaintiff

03/29/2005 Notice (OF PENDENCY.)
Filed by Attorney for Plaintiff/Petitioner

03/28/2005 Reply/Response
Filed by Attorney for Plaintiff/Petitioner

03/28/2005 Notice (OF PENDENCY OF ACTION.)
Filed by Attorney for Plaintiff/Petitioner

03/28/2005 Amended Complaint
Filed by Attorney for Plaintiff/Petitioner

03/25/2005 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

03/24/2005 Notice-Case Management Conference
Filed by Attorney for Plaintiff/Petitioner

03/24/2005 Opposition Document
Filed by Attorney for Defendant/Respondent

03/22/2005 Proof of Service (OF SUMMONS PARTY SERVED: JOINT VENTURE AKA

JOINT VENTURE CORP. AKA JOINT VENURE LLC)
Filed by Attorney for Plaintiff/Petitioner

03/22/2005 Proof of Service (OF SUMMONS PARTY SERVED: MALIBU HILLS RANCH AKA MALLIBU HILLS RANCH CORP.)
Filed by Attorney for Plaintiff/Petitioner

03/22/2005 Proof of Service (OF SUMMONS PARTY SERVED: MALIBU HILLS RANCH AKA MALIBU HILLS RANCH CORP.)
Filed by Attorney for Plaintiff/Petitioner

03/21/2005 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

03/17/2005 Request (TO TAKE REST ORDER O/C;)
Filed by Plaintiff

03/15/2005 ExParte Application & Order (FOR TRO AND OSC RE PI;)
Filed by Plaintiff

03/10/2005 Amendment to Complaint
Filed by Attorney for Pltf/Petnr

03/03/2005 ExParte Application & Order (FOR RESTRAINING ORDER;)
Filed by Plaintiff

01/19/2005 Answer
Filed by Attorney for Defendant/Respondent

01/12/2005 Substitution of Attorney
Filed by Attorney for Defendant/Respondent

01/12/2005 Answer
Filed by Attorney for Defendant/Respondent

01/07/2005 Notice of Ruling
Filed by Attorney for Plaintiff/Petitioner

12/10/2004 Reply/Response
Filed by Attorney for Defendant/Respondent

12/08/2004 Reply/Response
Filed by Attorney for Defendant/Respondent

12/02/2004 Miscellaneous-Other (INDEX)
Filed by Attorney for Plaintiff/Petitioner

12/02/2004 Request for Judicial Notice
Filed by Attorney for Plaintiff/Petitioner

12/02/2004 Opposition Document
Filed by Attorney for Plaintiff/Petitioner

11/18/2004 Demurrer
Filed by Attorney for Defendant/Respondent

11/04/2004 Association of Attorney
Filed by Attorney for Plaintiff/Petitioner

11/01/2004 Notice (OF UNAVAILABILITY)

Filed by Attorney for Defendant/Respondent

Click on any of the below link(s) to see documents filed on or before the date indicated:
TOP 04/06/2006 09/23/2005 04/04/2005 10/29/2004

10/29/2004 Substitution of Attorney
Filed by Attorney for Defendant/Respondent

10/20/2004 Substitution of Attorney
Filed by Attorney for Plaintiff/Petitioner

10/18/2004 First Amended Complaint
Filed by Attorney for Plaintiff/Petitioner

09/27/2004 Notice-Assignment-Mediator
Filed by ADR Clerk

09/14/2004 Notice of Ruling
Filed by Attorney for Defendant/Respondent

09/08/2004 Statement-Case Management
Filed by Attorney for Plaintiff/Petitioner

09/08/2004 Statement-Case Management
Filed by Attorney for Defendant/Respondent

09/03/2004 Points and Authorities
Filed by Attorney for Defendant/Respondent

09/03/2004 Proof of Service
Filed by Attorney for Defendant/Respondent

09/03/2004 Reply/Response
Filed by Attorney for Defendant/Respondent

09/03/2004 Reply/Response (TO OPPOSITION TO DEMURRER OF DEFT RUFUS V. RHOADES)
Filed by Attorney for Defendant/Respondent

09/02/2004 Reply/Response
Filed by Attorney for Defendant/Respondent

09/02/2004 Statement-Case Management
Filed by Attorney for Defendant/Respondent

09/01/2004 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

08/26/2004 Reply/Response (TO DEMURRER OF CO-DEFTS' HAROLD AND MILDRED MANSDORF)
Filed by Attorney for Plaintiff/Petitioner

08/26/2004 Opposition Document (TO DEFTS' HAROLD MANSDORF AND MILDRED MANSDORF MOTION TO STRIKE)
Filed by Attorney for Plaintiff/Petitioner

08/23/2004 Reply/Response (TO DEMURRER OF DEFT. RUFUS V. RHOADES BY PLT MARILYN MANSDORF; P&A'S)
Filed by Attorney for Plaintiff/Petitioner

07/20/2004 Motion to Strike
Filed by Attorney for Defendant/Respondent

07/20/2004 Demurrer
Filed by Attorney for Defendant/Respondent

07/20/2004 Request for Judicial Notice
Filed by Attorney for Defendant/Respondent

07/20/2004 Miscellaneous-Other (APPENDIX)
Filed by Attorney for Defendant/Respondent

07/19/2004 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

06/29/2004 Miscellaneous-Other
Filed by Attorney for Plaintiff/Petitioner

06/29/2004 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

05/26/2004 Notice-Case Management Conference
Filed by Clerk

05/24/2004 Complaint

Click on any of the below link(s) to see documents filed on or before the date indicated:
TOP 04/06/2006 09/23/2005 04/04/2005 10/29/2004

Case Information | Party Information | Documents Filed

Proceedings Held (Proceeding dates listed in descending order)

Click on any of the below link(s) to see proceedings held on or before the date indicated:
7/19/2005

03/16/2009 at 09:00 am in Department 51, Abraham Khan, Presiding
Exparte proceeding - **Denied**

02/05/2008 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion (SET ASIDE PRELIMINARY INJUNCITON) - **Granted**

10/22/2007 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion Hearing - **No appearance(s), off calendar**

08/17/2007 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion to be Relieved as Counsel - **Granted**

11/29/2006 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion Hearing - **Motion Denied**

05/26/2006 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion to Tax Costs - **Court makes order**

03/21/2006 at 09:00 am in Department 51, Irving Feffer, Presiding
Court Review (RE: GAL REPORT;) - **Completed**

02/08/2006 at 09:00 am in Department 51, Irving Feffer, Presiding

Motion for Reconsideration (AND: OSC RE SANCTIONS FOR FTA;) - **Granted**

12/21/2005 at 09:00 am in Department 51, Irving Feffer, Presiding
Motion for Reconsideration - **Continued by Court**

09/29/2005 in Department 51, Irving Feffer, Presiding
Court Order - **Completed**

08/25/2005 at 04:30 pm in Department 51, Irving Feffer, Presiding
Telephonic Conference - **Completed**

08/15/2005 at 09:45 am in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause ((CLOSING ARGUMENT);) - **Finding in favor of Defendant**

08/01/2005 at 10:00 am in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause - **Full Day of Trial Held**

07/29/2005 at 04:50 pm in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause - **Half Day of Trial Held**

07/28/2005 at 10:00 am in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause - **Full Day of Trial Held**

07/27/2005 at 09:45 am in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause - **Full Day of Trial Held**

07/26/2005 at 09:00 am in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause - **Full Day of Trial Held**

07/25/2005 at 09:30 am in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause - **Half Day of Trial Held**

07/22/2005 at 10:00 am in Department 51, Irving Feffer, Presiding
Court Trial - Long Cause - **Trial Started Previously**

07/21/2005 at 10:00 am in Department 51, Irving Feffer, Presiding
Court Trial - Short Cause - **Full Day of Trial Held**

Click on any of the below link(s) to see proceedings held on or before the date indicated:
TOP 7/19/2005

07/19/2005 at 10:00 am in Department 51, Irving Feffer, Presiding
Court Trial - Short Cause - **Held-Continued**

07/18/2005 at 09:00 am in Department 51, Irving Feffer, Presiding
Exparte proceeding - **Off Calendar**

07/06/2005 at 09:00 am in Department 51, Irving Feffer, Presiding
MOTION - CONTINUANCE (PER STIP AND ORDER FILED: 6-30-05;) - **Matter continued**

04/19/2005 at 08:00 am in Department ADR, ADR Neutral, Presiding
Closed-ADR (Rmvd-OtherPearl M. Georgen-mediator) - **Not held-Rmvd ADR-Other**

03/29/2005 at 09:00 am in Department 51, Irving Feffer, Presiding
Order to Show Cause Re Prelim Inj - **Granted**

03/18/2005 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Post Mediation Status (CF: 2-14-05;) - **Trial Date Set**

03/15/2005 at 09:00 am in Department 51, Irving Feffer, Presiding
Exparte proceeding - **Granted**

03/03/2005 at 09:00 am in Department 51, Irving Feffer, Presiding
Exparte proceeding - **Motion Denied**

02/14/2005 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Post Mediation Status - **Matter continued**

12/13/2004 at 09:00 am in Department 51, Irving Feffer, Presiding
Hearing on Demurrer - **Demurrer overruled**

11/08/2004 at 09:00 am in Department 51, Irving Feffer, Presiding
Exparte proceeding - **Granted**

09/22/2004 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management - **Case Referred to ADR**

09/08/2004 at 09:00 am in Department 51, Irving Feffer, Presiding
Hearing on Demurrer - **Demurrer sustained with leave**

Click on any of the below link(s) to see proceedings held on or before the date indicated:
TOP 7/19/2005

Exhibit "B"

Civil Case Summary print out
Retrieved from LASC website
LASC Case No. BC363659,
JANICE MCCLANAHAN vs. HAROLD MANSDORF ET.AL.

Case Summary

Please make a note of the Case Number.

Click here to access document images for this case.
If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Case Number: BC363659
JANICE M MCCLANAHAN VS HAROLD MANSDORF ET AL

Filing Date: 12/18/2006
Case Type: Fraud (no contract) (General Jurisdiction)
Status: Default Judgment Pursuant to Decl. 01/23/2008

Future Hearings

05/22/2012 at 08:30 am in department 1A at 111 North Hill Street, Los Angeles, CA 90012
Motion Hearing (re sale of dwelling)

Documents Filed | Proceeding Information

Parties

CACCIATORE THOMAS P. LAW OFFICES OF - Attorney for Plaintiff/Petitioner

DOES 1 TO 50 - Defendant/Respondent

MANSDORF HAROLD - Defendant/Respondent

MANSDORF MILDRED - Defendant/Respondent

MANSDORF NORMAN - Defendant/Respondent

MCCLANAHAN JANICE M. - Plaintiff/Petitioner

MULLEN BOB - Attorney for Defendant/Respondent

SOTTILE TIMOTHY B. ESQ. - Attorney for Plaintiff/Petitioner

Case Information | Party Information | Proceeding Information

Please make a note of the Case Number.

Click here to access document images for this case.
If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Documents Filed (Filing dates listed in descending order)

Click on any of the below link(s) to see documents filed on or before the date indicated:
04/14/2008

04/27/2012 Proof of Service (re chevy chase bank)

Filed by Attorney for Plaintiff/Petitioner

04/25/2012 Objection
Filed by Applicant

04/24/2012 Proof of Service (RE: MARCUS A. MANCINI)
Filed by Attorney for Plaintiff/Petitioner

04/24/2012 Proof of Service (RE: LOS ANGELES TAX COLLECTOR)
Filed by Attorney for Plaintiff/Petitioner

04/24/2012 Proof of Service (RE: JOHN C. TORJESEN)
Filed by Attorney for Plaintiff/Petitioner

04/24/2012 Proof of Service (RE: HARRY MANSDORG)
Filed by Attorney for Plaintiff/Petitioner

04/18/2012 Proof of Service (kevin g. macnamara)
Filed by Judgment Creditor

04/12/2012 Notice of Hearing
Filed by Judgment Creditor

04/09/2012 Declaration
Filed by Attorney for Plaintiff/Petitioner

04/09/2012 Motion for an Order (sale of dwelling)
Filed by Attorney for Plaintiff/Petitioner

04/09/2012 Order
Filed by Attorney for Plaintiff/Petitioner

02/09/2012 Writ issued (LOS ANGELES COUNTY RETURNED TO ATTY SVC)
Filed by Clerk

02/09/2012 Declaration (ACCRUED INTEREST $4,800,368.80)
Filed by Attorney for Creditor

02/02/2012 Writ-Other Issued (reject--debtors' name not match judgment, $922.00 is not after judgment J&J A.S.)
Filed by Clerk

01/27/2012 Writ-Other Issued (REJECTED: #17 INCOMPLETE, JUDGMENT DOES NOT STATE DEBTOR (TRUSTEE) RETURNED TO ATTY SVC)
Filed by Clerk

12/27/2011 Remittitur (REMITTITUR ISSUED ON 12/21/11 S/T D/51 ON 12/29/11)
Filed by Clerk

07/30/2010 Ntc to Prty re fee Clk's Transcpt
Filed by Clerk

07/09/2010 Ntc to Reptr/Mon to Prep Transcrpt
Filed by Clerk

06/17/2010 Notice of Designation of Record
Filed by Attorney for Deft/Respnt

05/17/2010 Ntc to Atty re Notice of Appeal
Filed by Clerk

05/14/2010 Notice of Appeal
Filed by Attorney for Deft/Respnt

03/23/2010 Notice of Ruling (NOTICE OF COURT'S RULING)
Filed by Attorney for Plaintiff/Petitioner

03/09/2010 Reply/Response (REPLY BRIEF ON MOTION TO SET ASIDE ORDER FOR PUBLICATION, ENTRY OF DEFAULT AND DEFAULT JUDGMENT)
Filed by Attorney for Defendant/Respondent

03/08/2010 Reply to Motion (REPLY BRIEF ON MOTION TO SET ASIDE ORDER FOR PUBLICATION, ENTRY OF DEFAULT AND DEFAULT JUDGMENT; SET FOR 3-15-10)
Filed by Attorney for Defendant/Respondent

03/02/2010 Opposition Document (TO DEFT'S MOTIOJN TO SET ASIDE ENTRY OF DEFAULT AND DEFAULT JUDGMENT; SET FOR 3-15-10)
Filed by Attorney for Plaintiff/Petitioner

01/21/2010 Request for Judicial Notice
Filed by Attorney for Defendant/Respondent

01/21/2010 Motion-Set Aside Dismissal-APPLT
Filed by Attorney for Defendant/Respondent

Click on any of the below link(s) to see documents filed on or before the date indicated:
TOP 04/14/2008

04/14/2008 Abstract of Judgment (2 ABSTRACT ISSUED)
Filed by Attorney for Creditor

01/23/2008 Judgment
Filed by Attorney for Pltf/Petnr

01/23/2008 Brief
Filed by Attorney for Pltf/Petnr

01/23/2008 Proof of Service
Filed by Attorney for Pltf/Petnr

01/23/2008 Partial Dismissal(not entire case)
Filed by Attorney for Pltf/Petnr

01/23/2008 Declaration (decl of timothy sottile)
Filed by Attorney for Pltf/Petnr

11/05/2007 Proof of Service (AMENDED)
Filed by Attorney for Plaintiff/Petitioner

10/02/2007 Default Entered (HAROLD MANSDORF, INDIVIDUALLY AND AS TRUSTEE OF THE MANSDORF FAMILY REVOCABLE TRUST AKA THE MANSDORF FAMILY TRUST AND MILDRED MANSDORF)
Filed by Attorney for Pltf/Petnr

08/29/2007 Declaration
Filed by Attorney for Plaintiff/Petitioner

07/24/2007 ExParte Application & Order (FOR ORDER FOR PUBLICATION OF SOD;)
Filed by Plaintiff

06/21/2007 Notice of Change of Address
Filed by Attorney for Plaintiff/Petitioner

06/19/2007 Notice of Continuance
Filed by Attorney for Plaintiff/Petitioner

05/10/2007 Notice of Continuance
Filed by Attorney for Plaintiff/Petitioner

04/25/2007 Proof of Service
Filed by Attorney for Plaintiff/Petitioner

04/20/2007 Statement-Case Management
Filed by Attorney for Plaintiff/Petitioner

12/21/2006 Notice-Case Management Conference
Filed by Clerk

12/18/2006 Complaint

Click on any of the below link(s) to see documents filed on or before the date indicated:
TOP 04/14/2008

Case Information | Party Information | Documents Filed

Proceedings Held (Proceeding dates listed in descending order)

03/15/2010 at 09:00 am in Department 51, Abraham Khan, Presiding
Motion to Set Aside Judgment - **Motion Denied**

01/23/2008 at 09:00 am in Department 51, Irving Feffer, Presiding
Order to Show Cause - **Transferred to different departmnt**

01/23/2008 at 08:45 am in Department 51, John P. Shook, Presiding
Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT;) - **OSC Discharged**

12/10/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT;) - **Matter is heard, matter continued**

11/02/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT;) - **Matter continued**

10/02/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management (7-24-07 SANCS PAID?) - **Completed**

07/24/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management (*NO FURTHER CONTS*) - **Matter continued**

06/08/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management (CF: 5-1-07;) - **Matter continued**

05/01/2007 at 08:45 am in Department 51, Irving Feffer, Presiding
Conference-Case Management - **Matter continued**

Case Information | Party Information | Documents Filed | Proceeding Information

Exhibit "C"

January 23rd, 2008
Department 51-MINUTE ORDER
Judge P.J. Argento sitting in for Judge Irving Feffer
"Court recuses itself from this matter this day"
(For reasons indicated inside file jacket), and by agreement of courts, matter transferred to Department 53 for further proceedings this day."
LASC Case No. BC363659,
JANICE MCCLANAHAN vs. HAROLD MANSDORF ET. AL.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/23/08	DEPT. 51
HONORABLE PHILLIP J. ARGENTO (ret) JUDGE	K. MASON DEPUTY CLERK
HONORABLE JUDGE PRO TEM	ELECTRONIC RECORDING MONITOR
#2 G. MACK CRT. ASST. Deputy Sheriff	S PRICE Reporter

9:00 am	BC363659 JANICE M MCCLANAHAN VS HAROLD MANSDORF ET AL	Plaintiff Counsel TIMOTHY SOTTILE (x) Defendant Counsel NOT PRESENT

NATURE OF PROCEEDINGS:

ORDER TO SHOW CAUSE RE ENTRY OF DEFAULT JUDGMENT;

Court recuses itself from this matter this day (for reasons indicated inside file jacket), and by agreement of courts, matter transferred to Dept. 53 for further proceedings this day.

(Notice deemed waived

MINUTES ENTERED
01/23/08
COUNTY CLERK

Exhibit "D"

January 23rd, 2008
Department 53-MINUTE ORDER
Judge John Shook signed $12,000,000.00 Default Judgment and discharged the Order to Show Cause Re: Entry of Default Judgment
Timothy Sottile for Janice McClanahan
LASC Case No. BC363659,
JANICE MCCLANAHAN vs. HAROLD MANSDORF ET.AL.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 01/23/08 DEPT. 53

HONORABLE JOHN P. SHOOK JUDGE B. JEW DEPUTY CLERK

HONORABLE JUDGE PRO TEM ELECTRONIC RECORDING MONITOR

7 A. ALBA, CRT. ASST. Deputy Sheriff J. EKERLING Reporter

8:45 am BC363659

JANICE M MCCLANAHAN
VS
HAROLD MANSDORF ET AL

Plaintiff Counsel T. SOTTILE (X)

Defendant Counsel

NATURE OF PROCEEDINGS:

ORDER TO SHOW CAUSE RE ENTRY OF DEFAULT JUDGMENT;

Judgment having been entered this date, the order to show cause is discharged.

Plaintiff to give notice.

Upon checking FPS and journals, the court finds that there are no jury fees on deposit.

MINUTES ENTERED
01/23/08
COUNTY CLERK

Exhibit "E"

Mildred Mansdorf's
March 5th, 2007
Death Certificate

000602

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

CERTIFICATE OF DEATH 3200719009565

1. Name of decedent – first (given)	Mildred
2. Middle	-
3. Last (family)	Mansdorf
6. Date of birth	07/06/1915
7. Age yrs.	91
9. Sex	F
10. Birth state/foreign country	New York
11. Social security number	083-10-8186
12. Ever in U.S. Armed Forces?	[X] No
13. Marital status	Never Married
14. Date of death	03/05/2007
15. Hour	1334
16. Education	Bachelor's
17. Hispanic	[X] No
18. Decedent's race	White
19. Usual occupation	Bookkeeper
20. Kind of business or industry	Aircraft
21. Years in occupation	60
22. Decedent's residence	811 North Alta Drive
23. City	Beverly Hills
24. County/province	Los Angeles
25. Zip code	90210
26. Years in county	67
27. State/foreign country	California
28. Informant's name, relationship	Harry Mansdorf, Brother
29. Informant's mailing address	811 North Alta Drive, Beverly Hills, CA 90210
30. Name of surviving spouse – first	-
31. Middle	-
32. Last (birth name)	-
33. Name of father – first	Max
34. Middle	-
35. Last	Mansdorf
36. Birth state	Austria
37. Name of mother – first	Sadie
38. Middle	-
39. Last (birth name)	Klapp
40. Birth state	Austria
41. Disposition date	03/08/2007
42. Place of final disposition	Hillside Memorial Park 6001 Centinela Avenue, Los Angeles, CA 90045
43. Type of disposition(s)	BU
44. Signature of embalmer	Not Embalmed
45. License number	-
46. Name of funeral establishment	Hillside Memorial Park Mortuary
47. License number	FD 1358
48. Signature of local registrar	Jonathan E Fielding MD
49. Date	03/08/2007
101. Place of death	Residence
102. If other than hospital	[X] Decedent's Home
104. County	Los Angeles
105. Facility address or location where found	811 North Alta Drive
106. City	Beverly Hills
107. Cause of death – Immediate cause (A)	Cardiac Arrest — Seconds
(B)	Arteriosclerotic Heart Disease — Years
(C)	
(D)	
108. Death reported to coroner?	[X] Yes — 2007-01859
109. Biopsy performed?	[X] No
110. Autopsy performed?	[X] No
112. Other significant conditions contributing to death	Cerebrovascular Accident
113. Was operation performed for any condition in item 107 or 112?	No
113A. If female, pregnant in last year?	[X] No
114. Decedent attended since / last seen alive	11/--/1995 / 12/05/2006
115. Signature and title of certifier	David L. Schiff M.D.
116. License number	G 51063
117. Date	03/07/2007
118. Attending physician's name, mailing address, zip code	David L. Schiff, M.D. 852 South Robertson Boulevard, Los Angeles, CA 90035

HD0657247

This is a true certified copy of the record if it bears the seal of the County of Los Angeles Department of Health Services and the Registrar's signature in purple ink.

000603

Jonathan E. Fielding DATE ISSUED MAR - 8 2007

Director of Health Services and Registrar

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar

Exhibit "F"

July 23rd, 2007
Declaration of Janice McClanahan with attached
"5 Page"
Non-Recorded Correction Grant Deed describing 4 parcels which is also attached to
Janice McClanahan's complaint in
LASC Case No. BC363659,
JANICE MCCLANAHAN vs. HAROLD MANSDORF ET.AL.

DECLARATION OF JANICE M. McCLANAHAN

I, Janice M. McClanahan, declare as follows:

1. I have personal knowledge of the facts contained herein, except where stated on information and belief, and if called upon as a witness, would and could competently testify to the facts as stated herein.

2. I am the plaintiff in the lawsuit entitled Janice M. McClanahan v. Harold Mansdorf, et al, Los Angeles Superior Court Case No. BC 363659.

3. Lee Mansdorf and I had a longstanding intimate romantic relationship of more than twenty years' duration which continued until Lee Mansdorf's death on June 27, 2003.

4. During our relationship, I was repeatedly told by Lee Mansdorf that I would be taken care of upon his death and he reiterated this promise to me the day before he died.

5. As a result of my longstanding and close, personal, romantic relationship with Lee Mansdorf, I knew of his brother, Harold Mansdorf, for over twenty years prior to Lee Mansdorf's death and placed a great deal of trust in him. I understood that Lee and Harold were very close and that after Lee's death Harold was the Trustee of the Mansdorf Family Trust. Based on my having known of Harold for such a long time, and my knowing of the trust that Lee Mansdorf had placed in Harold, I expected that Harold Mansdorf would be honorable and truthful to me, as had his brother Lee, over the many years we were involved with each other.

6. Approximately five months after Lee Mansdorf's death, while I was still grieving his loss, Harold Mansdorf telephoned me and explained that a deed on a worthless piece of property which had been controlled by Lee Mansdorf listed me as a part owner of the property and that he needed me to sign a quit claim deed to him as the Trustee of the Mansdorf Family Trust, because he was in the process of wrapping up Lee's affairs at year-end, 2003 and that the negligible amount received from the sale of this small piece of vacant land would be used to pay taxes owed by Lee Mansdorf's estate. Trusting Harold Mansdorf and relying on his representation with respect to the property, I signed the grant deed to the property for no payment, attached as Exhibit "A" to the Complaint in this case on December 19, 2003. A true copy is also attached hereto and incorporated herewith as Exhibit "A". I was never paid anything whatsoever for the property. Thereafter, I spoke with Harold Mansdorf many

times and was told that Lee Mansdorf had not left a will and that although he had looked, he had not turned up anything in Lee's house, which they shared, concerning me.

7. On or about March 1, 2006, I was asked by a long time business associate of Lee Mansdorf, Richard Percell, how I was doing financially after Lee Mansdorf's death. I explained to Mr. Percell that to my knowledge and despite Lee's assurances to me that I would be provided for financially upon his death, Lee Mansdorf had not left me any money or assets, other than a small, worthless piece of vacant land that had been in my name and that I had deeded, in December 2003, to his brother Harold Mansdorf as Trustee of the Mansdorf Family Trust for no payment at his request, to clear up a tax issue concerning Lee Mansdorf's estate at year end, 2003.

8. Mr. Percell expressed great shock and disappointment at this news and explained to me that the property I had deeded to Harold Mansdorf in December 2003 was a valuable piece of land that was part of a large land development project that he had been working on for many years with Lee Mansdorf. He expressed further shock because he told me that he had been told by Harold Mansdorf, when he was called to testify during the preceding year in a case brought against the Mansdorf Family Trust by Lee Mansdorf's ex-wife, that Lee Mansdorf had left me $500,000.00 and additional funds sufficient to buy a new car, in his will.

9. After March 2006, I learned that contrary to the false representations that Harold Mansdorf made to me in December 2003, the supposedly valueless piece of property I was requested to quit claim to Harold Mansdorf on December 19, 2003, had in fact been sold by the Mansdorf Family Trust for $600,000.00 on December 5, 2003, which sale was recorded on December 31, 2003.

10. Harold Mansdorf's fraudulent inducement of me to quit claim this property in breach of the trust I had reposed in him and during the time I was still grieving the loss of his brother, Lee Mansdorf, my longtime romantic companion, has caused me substantial financial damage and emotional distress.

I declare under penalty of perjury under the law of the State of California, that the foregoing is true and correct.

Executed this 23 day of July, 2007 at Las Vegas, Nevada.

Janice M. McClanahan

JANICE M. McCLANAHAN

RECORDING REQUESTED BY Lawyers Title Company WHEN RECORDED MAIL THIS DOCUMENT AND TAX STATEMENTS TO: Harry Mansdorf 811 North Alta Drive Beverly Hills, CA 90210

APN: 2562-006-009 Escrow No: 02001297-200-MM1 Title No: 2001297-70

Space above this line for Recorder's use

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $NONE - CORRECTION DEED, CITY TAX 0.00
computed on full value of property conveyed,, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JANICE McCLANAHAN, an unmarried woman

hereby GRANT(S) to

HARRY MANSDORF, TRUSTEE OF THE LEE MANSDORF FAMILY REVOCABLE TRUST DATED JULY 13. 2001

the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

See Exhibit A attached hereto and made a part hereof.

Commonly known as: Vacant Land, Los Angeles, CA

Dated: December 19, 2003

Janice McClanahan

Janice McClanahan

STATE OF CALIFORNIA COUNTY OF } SS: On, before me, Notary Public, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Signature _ FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ZABA - 811 Alta Dr.

EXHIBIT "A" 000607

I certify that the foregoing is true, correct and complete to the best of my knowledge and belief.

Signed ______________________________ Dated ________
NEW OWNER/CORPORATE OFFICER

Please Print Name of New Owner/Corporate Officer ______

Phone Number where you are available from 8:00 a.m. - 5:00 p.m.____
(NOTE: The Assessor may contact you for further information)

If a document evidencing a change of ownership is presented to the recorder for recordation without the concurrent filing of a preliminary change of ownership report, the recorder may charge an additional recording fee of twenty dollars ($20).

Exhibit A

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

That portion of the northeast one-quarter of fractional section 25, township 2 north, range 14 west, in V. Beaudry's Mountains, in the city of los Angeles, state of California as per map recorded in book 36 pages 67 to 71 inclusive of miscellaneous records, in the office of the county recorder of said county, described as follows:

Beginning at a point in the northerly line of a strip of land 84.00 feet wide, described in the deed to the city of los Angeles, recorded on February 6, 1958 as instrument no. 28, described in parcel 47837-1, amended in the final decree of condemnation entered in superior court of los Angeles county, case no. NC C 87878, a certified copy of which was recorded on may 3, 1976 as instrument no. 2743, of official records, in the office of the county recorder; thence north 15° 59' 50" west 115.76 feet; thence north 24° 11' 56" east, 270.80 feet; thence north 84° 48' 20" east, 243.10 feet; thence north 79° 58' 52" east, 762.91 feet to the east line of said Section 25; thence along said east line south 0° 32' 22" east, 196.06 feet to the northerly line of said strip of land 84.00 feet wide; thence along said last mentioned northerly line, south 73° 33' 39" west, 1,120.00 feet to the point of beginning.

Except therefrom, that portion lying southerly of the northerly line of la tuna canyon road, 60.00 feet wide as shown on county surveyor's map no. B-725, on file in the office of the county engineer of said county.

Also except therefrom that portion of said land included within the land as described in parcel 47837-1 (amended) in the final decree of condemnation entered in the los Angeles county superior court, case no. NC C 87878, a certified copy of which was recorded may 3, 1976 as instrument no. 2743, in book d7065 page 531, official records of said county.

Parcel 2:

The south half of the northwest quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on County Surveyor's Map B-725 on file on the office of the County Engineer of said county.

Except that portion of said land conveyed to the City of Los Angeles, by Deed recorded

December 20, 1960 as Instrument No. 1385, in Book D1069 Page 778, Official Records.

Also except the northeast one-fourth of the southeast one-fourth of the northwest one-fourth of the northwest one-fourth of said section.

Also except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map B-259, Sheet 2, on file in the office of the County Engineer of said county.

Also except therefrom that portion of said land included within the lines of that certain strip of land, 84.00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No. 3279, in Book D5 Page 675, Official Records of said county.

Also except therefrom, that portion of said land included within the land as described in Parcel 47837-1 (amended) in the Final Decree of Condemnation entered in the Los Angeles County Superior Court, Case No. C87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records of said county.

Parcel 3:

The south half of the northeast quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on county Surveyor's Map B-725 on file on the office of the County Engineer of said county.

Except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map No. B-259, Sheet 2, on file in the office of the County Engineer of said county.

Also except therefrom that portion of said land included within the lines of that certain strip of land 84.00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No. 3279, in Book D5 Page 675, Official Records of said county.

Also except therefrom, that portion of said land included within the land as described in Parcels 47837-1 (amended), 47837-1, 49264 and 56121, in the Final Decree of Condemnation, entered in the Los Angeles County Superior Court Case No. NC C87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records of said county.

Parcel 4:

That portion of the northeast quarter of the southeast quarter of the northwest quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in V. Beaudry's Mountains, as per Map recorded in Book 36 Pages 67 to 71 inclusive of Miscellaneous Record Maps, in the office of the County Recorder of said County, described in Deed (State Parcel 47840) recorded January 27, 1970 in Book D4616 Page 861 of Official Records in said office, described as follows:

Beginning at the intersection of the westerly line of the land described in said Deed with the general northerly line of the land described in the Deed recorded December 20, 1960 as Instrument No. 1385 in Book D1069 Page 778 of said Official Records, thence along said westerly line, north 00° 32' 22" west, 144.55 feet; thence south 82° 59' 47' east 69.82 feet; thence south 83° 09' 40" east, 261.96 feet to the easterly line of said first described land; thence along said easterly line, south 00° 32' 22" east, 174.88 feet to said general northerly line; thence westerly along said general northerly line to the point of beginning.

000610

(Individual)

STATE OF NEVADA
COUNTY OF Clark } ss.

On 12-22-03 before me, the undersigned, a Notary Public in and for said State, personally appeared Janice McClanahan personally known (or proved) to me to be the person whose name subscribed to the above instrument who acknowledged that Janice McClanahan executed the same.

WITNESS my hand and official seal.

Signature Lori Harmon

Lori Harmon
Name (Typed or Printed)

FORM 5008

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LORI HARMON
Appt. No. 99-55611-1
My Appt. Expires May 17, 2007

(This area for official notarial seal)

Exhibit "G"

"3 Page"

Copy of Los Angeles County Recorded Instrument No. 03 3912318
Janice McClanahan Grant Deed To Harry Mansdorf Trustee of
the Lee Mansdorf Family Revocable Trust **(Non Existent Entity)**
Identifying 2 Parcels
1] APN: 2572 026 040
2] APN: 2572 026 041

12/31/03

03 3912318

RECORDING REQUEST BY

LAWYERS TITLE - PASADENA

WHEN RECORDED MAIL TO

NAME Harry Mansdorf

MAILING ADDRESS 811 N. Alta Dr

CITY, STATE ZIP CODE Beverly Hills, Ca 90210

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

GRANT DEED

000613

12/31/03

RECORDING REQUESTED BY Lawyers Title Company WHEN RECORDED MAIL THIS DOCUMENT AND TAX STATEMENTS TO: Harry Mansdorf 811 North Alta Drive Beverly Hills, CA 90210

APN: Escrow No: 02001297-200-MM1 Title No: 2001297-70

Space above this line for Recorder's use

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS $.10 , CITY TAX 9.00

computed on full value of property conveyed,, AND

\ Less Liens

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JANICE McCLANAHAN, an unmarried woman

hereby GRANT(S) to

HARRY MANSDORF, TRUSTEE OF THE LEE MANSDORF FAMILY REVOCABLE TRUST DATED JULY 13, 2001

the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

See Exhibit A attached hereto and made a part hereof.

Commonly known as: Vacant Land, Los Angeles, CA

Dated: December 19, 2003

Janice McClanahan

Janice McClanahan

STATE OF CALIFORNIA COUNTY OF } SS: On , before me, Notary Public, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Signature _ FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

2572-26-40 41

(Individual)

STATE OF NEVADA
COUNTY OF Clark } ss.

On 12-22-03 before me, the undersigned, a Notary Public in and for said State, personally appeared Janice McClanahan personally known (or proved) to me to be the person ✓ whose name ✓ subscribed to the above instrument who acknowledged that Janice McClanahan executed the same.

WITNESS my hand and official seal.

Signature Lori Harmon

Lori Harmon
Name (Typed or Printed)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LORI HARMON
Appt. No. 99-58611-1
My Appt. Expires May 17, 2007

(This area for official notarial seal)

FORM 5326

03 3912318

000614

12/31/03

Exhibit A

Parcel 1:

The south half of the northwest quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on County Surveyor's Map B-725 on file on the office of the County Engineer of said county.

Except that portion of said land conveyed to the City of Los Angeles, by Deed recorded December 20, 1960 as Instrument No. 1385, in Book D1069 Page 778, Official Records.

Also except the northeast one-fourth of the southeast one-fourth of the northwest one-fourth of the northwest one-fourth of said section.

Also except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map B-259, Sheet 2, on file in the office of the County Engineer of said county.

Also except therefrom that portion of said land included within the lines of that certain strip of land, 84.00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No. 3279, in Book D5 Page 675, Official Records of said county.

Also except therefrom, that portion of said land included within the land as described in Parcel 47837-1 (amended) in the Final Decree of Condemnation entered in the Los Angeles County Superior Court, Case No. C87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records of said county.

Parcel 2:

The south half of the northeast quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on county Surveyor's Map B-725 on file on the office of the County Engineer of said county.

Except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map No. B-259, Sheet 2, on file in the office of the County Engineer of said county.

Also except therefrom that portion of said land included within the lines of that certain strip of land 84.00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No. 3279, in Book D5 Page 675, Official Records of said county.

Also except therefrom, that portion of said land included within the land as described in Parcels 47837-I (amended), 47837-I, 49264 and 56121, in the Final Decree of Condemnation, entered in the Los Angeles County Superior Court Case No. NC C87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records of said county.

03 3912318

Exhibit "H"

Copy of Los Angeles County Recorded Instrument No. 03 3912319
Whitebird Inc. a Nevada Corporation
Grant Deed To
Harry Mansdorf Trustee of
The Mansdorf Family Revocable Trust
Identifying 1 Parcels
1] APN: 2562 006 009

2562-006-009

12/31/03

03 3912319

RECORDING REQUESTED BY
Lawyers Title Company
WHEN RECORDED MAIL THIS DOCUMENT
AND TAX STATEMENTS TO:

Harry Mansdorf, Trustee
811 North Alta Drive
Beverly Hills, CA 90210

APN: 2562-006-009
Escrow No: 02001297-200-MM1
Title No: 2001297-70

Space above this line for Recorder's use

CORPORATION GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $ 1.10 - CITY TAX $ 9.00
computed on full value of property conveyed, OR
☒ computed on full value less value of liens or encumbrances remaining at time of sale
☐ unincorporated area ☐ City of Los Angeles, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

WHITEBIRD, INC., a Nevada Corporation

a CORPORATION organized and existing under the laws of the State of Nevada hereby GRANT(S) to

HARRY MANSDORF, TRUSTEE OF THE MANSDORF FAMILY REVOCABLE TRUST DATED JULY 13, 2001

the following described real property in the City of Los Angeles County of Los Angeles, State of California:

See Exhibit A attached hereto and made a part hereof.

Commonly known as: Vacant Land, Los Angeles, CA

Dated: December 19, 2003

WHITEBIRD, INC.

BY: Linda Thomas

ITS: President

STATE OF ~~CALIFORNIA~~ Texas

COUNTY OF Tarrant) SS:

On 12-22-03, before me, ~~Linda Thomas~~ Rita Taylor, Notary Public,
personally appeared Linda Thomas
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rita Taylor

RITA TAYLOR
Notary Public, State of Texas
My Commission Expires 8-8-2005

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

000617

Exhibit A

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

That portion of the northeast one-quarter of fractional section 25, township 2 north, range 14 west. in V. Beaudry's Mountains, In the city of los Angeles, state of California as per map recorded in book 36 pages 67 to 71 inclusive of miscellaneous records, in the office of the county recorder of said county, described as follows:

Beginning at a point in the northerly line of a strip of land 84.00 feet wide, described in the deed to the city of los Angeles, recorded on February 6, 1958 as instrument no. 28, described in parcel 47837-1, amended in the final decree of condemnation entered in superior court of los Angeles county, case no. NC C 87878, a certified copy of which was recorded on may 3, 1976 as instrument no. 2743, of official records, in the office of the county recorder; thence north 15° 59' 50" west 115.76 feet; thence north 24° 11' 56" east, 270.80 feet; thence north 84° 48' 20" east, 243.10 feet; thence north 79° 58' 52" east, 762.91 feet to the east line of said Section 25; thence along said east line south 0° 32' 22" east, 196.06 feet to the northerly line of said strip of land 84.00 feet wide; thence along said last mentioned northerly line, south 73° 33' 39" west, 1,120.00 feet to the point of beginning.

Except therefrom, that portion lying southerly of the northerly line of la tuna canyon road, 60.00 feet wide as shown on county surveyor's map no. B-725, on file in the office of the county engineer of said county.

Also except therefrom that portion of said land included within the land as described in parcel 47837-i (amended) in the final decree of condemnation entered in the los Angeles county superior court, case no. NC C 87878, a certified copy of which was recorded may 3, 1976 as instrument no. 2743, in book d7065 page 531, official records of said county.

Exhibit "I"

Letter from Registered Process Server Brendan Etter
Indicating there was no Statement of Damages filed in
LASC Case No. BC363659,
<u>JANICE MCCLANAHAN vs. HAROLD MANSDORF ET AL</u>
Other than an unstamped document attached to Exhibit "A" of Plaintiff Janice M. McClanahan's Opposition To Defendant Harry Mansdorf, Individually and as Trustee of the Mansdorf Family Revocable Trust's Motion To Set Aside Entry of Default and Default Judgment; Memorandum of Points of Authorities; Declaration of Gregory J.

CLASSIC

Brendan Etter

Classic Legal Services

205 S. Broadway Suite 825

Los Angeles, CA 90012

(213) 620-5773

To: Kevin Macnamara

Re: McClanahan vs. Mansdorf BC363659

Kevin,

Per your request, I reviewed the entire above mentioned case file at Los Angeles Superior Court Central in a search for a filed document titled "Statement of Damages". After searching page by page through the two volumes of filed documents making up the entire case file, the only copy of a "Statement of Damages" that I found was not filed stamped and was attached as exhibit A to a document titled "Plaintiff Janice M. McClanahan's Opposition to Defendant Harry Mansdorf, Individually and as Trustee of The Mansdorf Family Revocable Trust's Motion to Set Aside Entry of Default and Default Judgment; Memorandum of Points and Authorities; Declarations of Gregory J. Garrett and Timothy B. Sottile in Support Thereof; And Exhibits Thereto" filed March 2, 2010.

Also, upon checking the case summary, there is no entry of a filed document titled "Statement of Damages ". I have obtained for you a certified copy of the case summary reflecting that no such document was filed in this case.

Additionally, while reviewing the case file, I did notice a Courts' written Order from Judge Feffer dated June 8, 2007 which instructed plaintiffs' counsel to file Statement of Damages and Request for Default. This instruction is also reflected in the courts minute order of the same date.

Regarding the Publication of the Statement of Damages:

I inquired with a representative of the Metropolitan News named Gaylon to see what type of document is required when submitting a publication request and if they keep copies of the documents submitted to them for publication. He informed me that a file stamped copy of the Statement of Damages would be required for publication and after searching his records he determined that the hard copies from the Declaration of Publication in this case have been purged. He informed me that they only keep copies for 3-4 years.

Brendan Etter

000620

Exhibit "J"

Copy of December 2003 McClanahan, Mansdorf, Percell, McMillin escrow documents Subject to McClanahan Default Judgment, showing facsimile stamps (top of some pages) between Rufus Rhoades and Image N This Inc. (Richard Percell)

ESCROW DIVISION
7530 N. Glenoaks Blvd., 2nd Floor
Burbank, CA 91504
818-767-2000

Hasler

016H26513092
$02.070
06/02/2009
Mailed From 91504
US POSTAGE

Harry Mansdorf
811 N. Alta Dr.
Beverly Hills, CA 90210

000622

FILER'S name, street address, city, state and ZIP Code LAWYERS TITLE COMPANY 1701 SOLAR DRIVE, SUITE 250 OXNARD,CA 93030 (805) 484-2701		1. Date of Closing 12/31/2003 2. Gross Proceeds $ 600,000.00	2003 Statement for Recipients of	PROCEEDS FROM REAL ESTATE TRANSACTIONS
Filer's Federal ID # 952622498	TRANSFEROR'S ID Number 95-2539753	3. Address or legal description VACANT LAND LOS ANGELES, CA LOS ANGELES		This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
TRANSFEROR'S name (first, middle, last) HARRY MANSDORF TRUSTEE Street address, City, State and ZIP Code 811 NORTH ALTA DRIVE BEVERLY HILLS, CA 90210		4. Check here if the transferor received or will receive property or services as part of the transaction ☐		
Account Number (optional) 02001297		5. Buyer's part of real estate tax $0.00		

Substitute Form 1099-S

irs1099s.rpt (10/08/2002)

000623

YEAR 2003

Real Estate Withholding Certificate for Individual Sellers

CALIFORNIA FORM **593-C**

Return this form to your escrow company.

Part I Seller's Information

Name (including spouse, if applicable - see instructions - type or print) Harry Mansdorf, Trustee of the Mansdorf Family Trust	Social security number 95-4339153
	Spouse's social security no. (if applicable)
Address 811 North Alta Drive — Private Mailbox No.	NOTE: If you do not furnish your tax ID number this certificate is void.
City, State, ZIP code Beverly Hills, CA 90210	Daytime number (310) 274-1577
Property address (if no street address, provide parcel number and county) Vacant Land Los Angeles, CA	Ownership percentage %

Read the following and check the appropriate box. (See line-by-line instructions.)

Part II – Certifications which fully exempt the sale from withholding:

	YES	NO
1. Is the total sales price of this property, before applying your percentage of ownership, $100,000 or less?	☐	☒
2. Does the property you are selling qualify as your principal residence within the meaning of Internal Revenue Code (IRC) Section 121?	☐	☒
3. Will you have a loss for California income tax purposes on this sale? (You must complete Form 593-L, *Real Estate Withholding - Computation of Gain or Loss*, and have a loss on line 20 to answer "YES." Attach Form 593-L to this form if you answered "YES.")	☐	☒
4. Is the real property being compulsorily or involuntarily converted and do you intend to acquire property that is similar or related in service or use in order to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033?	☐	☒

Part III – Certifications which may partially or fully exempt the sale from withholding or may defer withholding:

	YES	NO
5. Will the transfer of this California real property qualify as a like-kind exchange within the meaning of IRC Section 1031 as a simultaneous exchange?	☐	☒

Escrow Officer – If the Seller answered "YES," there is still a withholding requirement on any proceeds the seller receives from the escrow.

	YES	NO
6. Will the transfer of this California real property qualify as a like-kind exchange within the meaning of IRC Section 1031 as a deferred exchange for which all proceeds from the sale must be transferred directly to an intermediary or accommodator?	☐	☒

Escrow Officer and Seller – We require the intermediary or accommodator to withhold from any cash or cash equivalent (boot) received by the seller. If the exchange does not take place, or if the exchange does not qualify for nonrecognition treatment, the intermediary or accommodator must withhold 3 ½ percent of the total sales price of the real property sold.

	YES	NO
7. Will the transfer of this California real property be an installment sale that you will report as such for California tax purposes and has the buyer agreed to withhold on each payment instead of withholding the full amount at the time of transfer?	☐	☒

Escrow Officer – If the seller answered "YES," you may reduce the withholding amount to 3 ½ percent of the down payment only if the buyer has completed and signed Form 593-I, *Real Estate Withholding Installment Sale Agreement*. You must attach Form 593-I to Form 597, *Real Estate Withholding Tax Statement*, when you send the withholding to the Franchise Tax Board.

Part IV – Seller's Signature

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent. I understand that completing this form does not exempt me from filing a California income tax return to report this sale.

Seller's name (type or print) Harry Mansdorf, Trustee

Spouse's name (if on title)

Seller's signature X Harry Mansdorf   Date X 12/11/03

Spouse's signature (if applicable)   Date:

Seller: If you answered "NO" to all the above questions, you are subject to the real estate withholding requirements. Your escrow officer will withhold and send the withholding to us on your behalf. Get your copies of Form 597, *Real Estate Withholding Tax Statement*, from the escrow officer to attach to your California income tax return when you file and claim the amount withheld.

Withholding Agent: If you are required to withhold, complete Form 597, *Real Estate Withholding Tax Statement*, and send one copy to us with the withholding payment and give two copies to the seller. Refer to Withholding Agent Instructions and the instructions for Form 597.

PLEASE BE SURE THE INFORMATION IS ACCURATE - ONCE THE 1099 HAS BEEN ISSUED, ABSOLUTELY NO CHANGES WILL BE MADE.

Principal Residence ☐ OR Other Real Estate ☐

Husband and Wife ☐ OR Individual ☐

GROSS SALES PRICE: $600,000.00

Escrow number: 02001297-200-MM1

Existing financing was federally-subsidized: YES ☐ OR NO ☐

Property is part of an exchange: YES ☐ OR NO ☐

ADDRESS WHERE 1099 IS TO BE MAILED AT CLOSE OF ESCROW:

811 No. Alta Drive

Beverly Hills, CA 90210

Sale with multiple sellers allocate percentage of ownership for the undersigned: ________%

Escrow Agent to complete the following (at closing), and issue a 1099, if the above box is completed:

Gross Sales Price: $600,000.00 CLOSING DATE: ________________

Tax Proration Credit to Seller, if any: $________________

UNDER PENALTY OF PERJURY, I CERTIFY THAT THE ABOVE REFERENCED INFORMATION IS A TRUE AND ACCURATE ACCOUNT OF THIS REAL ESTATE TRANSACTION IDENTIFIED AT THE END OF THE DATE OF THE RECORDING.

X Harry Mansdorf
Harry Mansdorf, Trustee

X 12/11/03
Date

To be executed by Spouse, only if a 1099 is to be issued:

____

____
Date

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

Lawyers Title Company
251 S. Lake Avenue
4th Floor
Pasadena, CA 91101

FINAL

B. TYPE OF LOAN — OMB No. 2502-0265

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. ESCROW FILE NUMBER: 02001297-200 MM1

7. LOAN NUMBER:

8. MORTGAGE INSURANCE CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Glen L. McMillin

ADDRESS OF BORROWER: 8406 Orchard St.
Alta Loma, CA 91701

E. NAME OF SELLER: Harry Mansdorf Trustee

ADDRESS OF SELLER: 811 North Alta Drive
Beverly Hills, CA 90210

F. NAME OF LENDER: Harry Mansdorf

ADDRESS OF LENDER: 811 North Alta Drive,
Beverly Hills, CA 90210

G. PROPERTY LOCATION: Vacant Land
Los Angeles, CA
Los Angeles 2562-006-009

H. SETTLEMENT AGENT: Lawyers Title Company

PLACE OF SETTLEMENT: 251 S. Lake Avenue, 4th Floor, Pasadena, CA 91101

I. SETTLEMENT DATE: 12/31/2003 PRORATION DATE: 12/31/2003 FUNDING DATE:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower:		**400. Gross Amount Due To Seller:**	
101. Contract Sales Price		401. Contract Sales Price	600,000.00
114.		414. Chakey Dop' for Assignment	430,000.00
115.		415. See attached for breakdown	89,980.00
120. Gross Amount Due from Borrower		420. Gross Amount Due to Seller	1,119,980.00
200. Amounts Paid By Or In Behalf Of Borrower:		**500. Reductions In Amount Due To Seller:**	
202.		502. Settlement charges to Seller (line 1400)	619,789.00
209.		509. Seller Carryback	500,000.00
220. Total Paid By/For Borrower		520. Total Reductions In Amount Due Seller	1,119,789.00
300. Cash at Settlement to/from Borrower:		**600. Cash at Settlement to/from Seller:**	
301. Gross amount due from Borrower (line 120)		601. Gross amount due to Seller (line 420)	1,119,980.00
302. Less amount paid by/for Borrower (line 220)		602. Less reductions in amount due Seller (line 52	1,119,789.00
303. Cash FROM/TO Borrower	0.00	603. Cash TO Seller:	191.00

ESCROW FILE NUMBER: 02001297-200 MM1 OMB No. 2502-0265

L. SETTLEMENT CHARGES:

700. Total Sales/Broker's Commission	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Broker's Commission:		
Based on Price $600,000.00 @ 10% = 60,000.00		
Division of Commission (line 700) follows:		
701. $ 60,000.00 to Anna Slintak-Marik		
702. $ to		
$ to Douglas C. Cogan		
703. Commission paid at settlement		60,000.00
704.		
800. Items Payable In Connection With Loan		
900. Items Required By Lender To Be Paid In Advance		
1000. Reserves Deposited With Lender		
1002. Mortgage Insurance		
1100. Title Charges		
1101. Settlement or closing fee to Lawyers Title Company		1,210.00
1108. Title Insurance to Lawyers Title Company		1,910.00
1109. Lender's coverage $ 500,000.00 to Lawyers Title Company		
1110. Owner's coverage $ 600,000.00 to Lawyers Title Company		
1112. Overnight Fee(s) to Lawyers Title Company		50.00
1200. Government Recording and Transfer Charges		
1201. Recording Fees: Deed$ 87.00 Mortgage $ 52.00 Release $ 18.00		18.00
1204. City Transfer Tax to Lawyers Title Company		2,700.00
1205. County Transfer Tax to Lawyers Title Company		660.00
1211. Recording fee - McClanahan to Lawyers Title Company		47.00
1212. Transfer tax - McClanahan to Lawyers Title Company		10.10
1213. Recording fee - Whitebird to Lawyers Title Company		44.00
1214. Transfer tax - Whitebird to Lawyers Title Company		10.10
1300. Additional Settlement Charges		
1303. Payment for Services Rendered to IMAGE N THIS, INC.		145,000.00
1304. SELLERS PROCEEDS WIRED 12/31 to HARRY MANSDORF, TRUSTEE		385,649.80
1306. Escaped taxes 99/2000 to LOS ANGELES COUNTY TAX		310.97
1307.		0.00
1308. Escaped taxes 00/2001 to L.A. County Tax Collector		318.39
1309. Escaped taxes 001/2002 to L.A. County Tax Collect'		335.37
1310. Escaped taxes 02/2003 to Los Angeles Cty Tax Collector		338.52
1311. Escaped taxes 99/2000 to L A County Tax Collector		191.45
1312. Escaped taxes 00/2001 to L A Cty Tax Collector		196.03
1313. Escaped taxes 01/2002 to Los Angeles County Tax		206.50
1315. Escaped taxes 02/2003 to Tax Collector, L. A. Cty		208.44
1316. DISBURSED REFUND to SELLER -		394.33
1317. 3.33% Withholding to Franchise Tax Board		19,980.00
1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K)		619,789.00

ESCROW FILE NUMBER: 02001297-200 MM1 OMB No. 2502-0265

000628

Attachments:

BREAKDOWN FOR HUD LINE [illegible]

Description	Buyer Amount	Seller Amount
Evans Dep' for Assignment		70,000.00
Seller deposit for FTB		19,980.00
Total as shown on HUD Page 1 Line #415.	0.00	89,980.00

LAWYERS TITLE COMPANY

251 S. Lake Avenue, 4th Floor, Pasadena, CA 91101
(626) 844-5700

SELLERS CLOSING STATEMENT

Final

Seller: **Harry Mansdorf Trustee**

Escrow No: **02001297-200 MM1**
Close Date: **12/31/2003**
Proration Date: **12/31/2003**
Date Prepared: **05/14/2009**

Property: **Vacant Land**
Los Angeles, CA

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration		600,000.00
NEW AND EXISTING ENCUMBRANCES:		
Seller Carryback from Harry Mansdorf	500,000.00	
PRORATIONS AND ADJUSTMENTS:		
Chakey Dep' for Assignment		430,000.00
Evans Dep' for Assignment		70,000.00
Seller deposit for FTB		19,980.00
COMMISSIONS:		
Commission	60,000.00	
$60,000.00 to Anna Slintak-Marik		
TITLE AND ESCROW CHARGES:		
Title Insurance to Lawyers Title Company	1,910.00	
Overnight Fee(s) to Lawyers Title Company	50.00	
Escrow Fee to Lawyers Title Company	1,210.00	
RECORDING FEES:		
Recording Fees to Lawyers Title Company	18.00	
Recording fee - McClanahan to Lawyers Title Company	47.00	
Transfer tax - McClanahan to Lawyers Title Company	10.10	
Recording fee - Whitebird to Lawyers Title Company	44.00	
Transfer tax - Whitebird to Lawyers Title Company	10.10	
City Transfer Tax to Lawyers Title Company	2,700.00	
County Transfer Tax to Lawyers Title Company	660.00	
ADDITIONAL CHARGES:		
Payment for Services Rendered to IMAGE N THIS, INC.	145,000.00	
SELLERS PROCEEDS WIRED 12/31 to HARRY MANSDORF, TRUS	385,649.80	
Escaped taxes 99/2000 to LOS ANGELES COUNTY TAX	310.97	
Escaped taxes 00/2001 to L.A. County Tax Collector	318.39	
Escaped taxes 001/2002 to L.A. County Tax Collect'	335.37	
Escaped taxes 02/2003 to Los Angeles Cty Tax Collector	338.52	
Escaped taxes 99/2000 to L A County Tax Collector	191.45	
Escaped taxes 00/2001 to L A Cty Tax Collector	196.03	
Escaped taxes 01/2002 to Los Angeles County Tax	206.50	
Escaped taxes 02/2003 to Tax Collector, L. A. Cty	208.44	
DISBURSED REFUND to SELLER -	394.33	
3.33% Withholding to Franchise Tax Board	19,980.00	

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LAWYERS TITLE COMPANY

251 S. Lake Avenue, 4th Floor, Pasadena, CA 91101
(626) 844-5700

SELLERS CLOSING STATEMENT

Final

Seller: Harry Mansdorf Trustee

Escrow No: 02001297-200 MMI
Close Date: 12/31/2003
Proration Date: 12/31/2003
Date Prepared: 05/14/2009

Property: Vacant Land
Los Angeles, CA

Sub Totals	1,119,789.00	1,119,980.00
Proceeds Due Seller	191.00	
Totals	$1,119,980.00	$1,119,980.00

Printed on 05/14/2009 at 4:08:52PM

LandAmerica
Lawyers Title

251 S. Lake Avenue, 4th Floor
Pasadena, CA 91101
Phone: (626) 304-2700
Fax: (626) 795-2620

Marleny Martin, Escrow Officer/Manager
Direct Phone: (626) 304-2700, ext 280 • Fax Number (626) 795-2620
e-mail: marlenymartin@landam.com

COMMISSION INSTRUCTIONS

Date: November 20, 2003 Escrow No.: 02001297-200-MM1

To: Lawyers Title Company

Re: Vacant Land, Los Angeles, CA

From funds due us at the close of escrow, you are instructed to pay commission(s) as follows:

Anna Slintak-Marik 33652 Holtz Hill Dana Point, CA 92629 Anna Slintak-Marik Phone: (949) 489-1050 Fax: (949) 489-1044	THE SUM OF	$ 60,000.00
Phone: Fax:	THE SUM OF	$ 0.00
TOTAL COMMISSION:		**$ 0.00**

We, the undersigned Sellers, hereby irrevocably assign to Broker(s) named in the above mentioned escrow, a portion of our sales proceeds in an amount equal to the commission set forth herein. Said assignment provides for the disbursement of the commission to Broker(s) by Escrow Holder upon the closing of this escrow. These instructions may NOT be amended or revoked without the written consent of the Broker(s) herein. It is understood that Lawyers Title Company shall not be held responsible or liable in connection with these instructions, now or in the future.

- It is understood that there are no Professional Services Fees being paid as a result of this transaction.

SELLER:
MANSDORF FAMILY TRUST

X Harry Mansdorf

Harry Mansdorf, Trustee

ACKNOWLEDGED BY BROKER(s):
Anna Slintak-Marik

License No. ______________________
BY: ______________________
TITLE: ______________________

License No. ______________________
BY: ______________________
TITLE: ______________________

LandAmerica
Lawyers Title

251 S. Lake Avenue, 4th Floor
Pasadena, CA 91101
Phone: (626) 304-2700
Fax: (626) 795-2620

MARLENY MARTIN, ESCROW OFFICER/MANAGER
DIRECT PHONE: (626) 304-2700, EXT 280 • FAX NUMBER (626) 795-2620
E-MAIL: MARLENYMARTIN@LANDAM.COM

ESCROW AMENDMENT/SUPPLEMENT

Escrow Number: 02001297-200-MM1 Date: December 12, 2003
Property Address: Vacant Land, Los Angeles, CA Escrow Officer: Marleny Martin-Alfonso

TO: Lawyers Title Company
My previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following manner:

CONTRARY TO amendment dated 12/3/03 the note provision regarding assumability is hereby amended to read:

Beneficiary of the within Note hereby agrees that the indebtedness evidenced by the said Note shall be assumable, subject to prior credit approval from the Beneficiary, one time only during its term. However, after assumption, the said Note shall thereafter be considered "Recourse Paper" and in the event of default under the terms of said Note and/or Trust Deed securing same, the Beneficiary shall be deemed to have the right to proceed against the subsequent Trustor to recover the total amounts due per the terms of said Note and/or Trust Deed, and shall not be limited to the real property for said recovery. Beneficiary agrees to not unreasonably withhold credit approval of a prospective purchaser of the Real Property which is the security for this debt.

The Beneficial interest held by assignees is hereby amended to. **John A. Chaky Defined Benefit Plan to an undivided 86% and Thomas H. Evans and Erna M. Evans, husband and wife as Community Property to an undivided 14% interest.**

All other terms and conditions not in direct conflict with the foregoing remain unchanged.

Each of the undersigned states that he/she/they have read the foregoing instructions and understands and agrees to them in their entirety.

BUYER: **SELLER:**

Harry Mansdorf

Glen L. McMillin Harry Mansdorf, Trustee

John A. Chaky Defined Benefit Plan

By________________________

Thomas H. Evans Erna M. Evans

LandAmerica
Lawyers Title

251 S. Lake Avenue, 4th Floor
Pasadena, CA 91101
Phone: (626) 304-2700
Fax: (626) 795-2620

MARLENY MARTIN, ESCROW OFFICER/MANAGER
DIRECT PHONE: (626) 304-2700, EXT 280 • FAX NUMBER (626) 795-2620
E-MAIL: MARLENYMARTIN@LANDAM.COM

ESCROW AMENDMENT/SUPPLEMENT

Escrow Number: 02001297-200-MM1   Date: December 10, 2003
Property Address: Vacant Land, Los Angeles, CA   Escrow Officer: Marleny Martin-Alfonso

TO: Lawyers Title Company
My previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following manner:

1. PARTIES HERETO AGREE that this escrow is not to close until the deposit of $500,000.00, in good funds, has been made by the Assignee's (John Chaky Defined Benefit Plan and Mr. And Mrs. Evans) to complete the sale/assignment of the 1st trust deed and Note (specified in the December 3, 2003 amendment) **CONCURRENTLY** with the closing hereof.

All other terms and conditions not in direct conflict with the foregoing remain unchanged.

Each of the undersigned states that he/she/they have read the foregoing instructions and understands and agrees to them in their entirety.

SELLER: **BUYER:**

Harry Mansdorf, Trustee   Glen L. McMillin

LandAmerica
Lawyers Title

.51 S. Lake Avenue, 4th Floor
Pasadena, CA 91101
Phone: (626) 304-2700
Fax: (626) 795-2620

MARLENY MARTIN, ESCROW OFFICER/MANAGER
DIRECT PHONE: (626) 304-2700, EXT 280 • FAX NUMBER (626) 795-2620
E-MAIL: MARLENYMARTIN@LANDAM.COM

ESCROW AMENDMENT/SUPPLEMENT

Escrow Number: 02001297-200-MM1 | Date: December 10, 2003
Property Address: Vacant Land, Los Angeles, CA | Escrow Officer: Marleny Martin-Alfonso

TO: Lawyers Title Company
My previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following manner:

1. PARTIES HERETO AGREE that this escrow is not to close until the deposit of $500,000.00, in good funds, has been made by the Assignee's (John Chaky Defined Benefit Plan and Mr. And Mrs. Evans) to complete the sale/assignment of the 1st trust deed and Note (specified in the December 3, 2003 amendment) **CONCURRENTLY** with the closing hereof.

All other terms and conditions not in direct conflict with the foregoing remain unchanged.

Each of the undersigned states that he/she/they have read the foregoing instructions and understands and agrees to them in their entirety.

SELLER: | **BUYER:**

Harry Mansdorf, Trustee | Glen L. McMillin

Lawyers Title

251 S. Lake Avenue, 4th Floor
Pasadena, CA 91101
Phone: (626) 304-2700
Fax: (626) 795-2620

MARLENY MARTIN, ESCROW OFFICER/MANAGER
DIRECT PHONE: (626) 304-2700, EXT 280 • FAX NUMBER (626) 795-2620
E-MAIL: MARLENYMARTIN@LANDAM.COM

ESCROW AMENDMENT/SUPPLEMENT

Escrow Number: 02001297-200-MM1 — Date: December 5, 2003
Property Address: Vacant Land, Los Angeles, CA — Escrow Officer: Marleny Martin-Alfonso

TO: **Lawyers Title Company**
My previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following manner:

We, John A. Chaky Defined Benefit Plan (90%) and Thomas H. Evans & Erna M. Evans (10%), ASSIGNEES, shall cause to be handed you the sum of $500,000.00 which you are hereby authorized and instructed to use in the above numbered escrow when you can hold for the undersigned the following:

1. Original Note, in the amount of $500,000.00, executed by Glen L. Mc Millin, in favor of Harry Mansdorf, Trustee of the Mansdorf Family Revocable Trust dated July 13, 2001, payable in month installments of interest only at 9% per annum, commencing in January of 2004, with a term of 4 years (unsigned copy of which is attached hereto.) Our signatures hereon shall be acceptance thereof as to form and content.
2. Trust Deed, of even date, securing said Note.
3. Assignment of the Note and Trust Deed in favor of: JOHN A. CHAKY DEFINED BENEFIT PLAN, TO AN UNDIVIDED 90% INTEREST AND THOMAS h. EVANS AND ERNA M. EVANS, HUSBAND AND WIFE AS COMMUNITY PROPERTY, TO AN UNDIVIDED 10% INTEREST.
4. Either a "Loan Policy" or an endorsement to the "Joint Protection" policy – showing Assignees as first Mortgagee.
5. NO HAZARD INSURANCE is required since subject property is vacant land.

We are to be at no expense in this transaction, all costs are to be paid by Glen I. Mc Millin.

All other terms and conditions not in direct conflict with the foregoing remain unchanged.

Each of the undersigned states that he/she/they have read the foregoing instructions and understands and agrees to them in their entirety.

JOHN A. CHAKY DEFINED BENEFIT PLAN

BY:______________________________

THOMAS H. EVANS — ERNA M. EVANS

BUYER: — SELLER:

Glen L. McMillin — Harry Mansdorf, Trustee

000635

LandAmerica
Lawyers Title

251 S. Lake Avenue, 4th Floor
Pasadena, CA 91101
Phone: (626) 304-2700
Fax: (626) 795-2620

MARLENY MARTIN, ESCROW OFFICER/MANAGER
DIRECT PHONE: (626) 304-2700, EXT 280 • FAX NUMBER (626) 795-2620
E-MAIL: MARLENYMARTIN@LANDAM.COM

ESCROW AMENDMENT/SUPPLEMENT

Escrow Number: 02001297-200-MM1 Date: December 3, 2003
Property Address: Vacant Land, Los Angeles, CA Escrow Officer: Marleny Martin-Alfonso

TO: **Lawyers Title Company**
My previous instructions in the above numbered escrow are hereby modified and/or supplemented in the following manner:

Buyers vesting is hereby amended and corrected to read: **Glen L. Mc Millin, a married man as his sole and separate property.**

Sellers vesting is hereby amended and corrected to read: **Harry Mansdorf, Trustee of the Mansdorf Family Revocable Trust dated July 13, 2001.**

Contrary to original Purchase Agreement and Escrow Instructions -

Providing and Subject To the sale and assignment thereof, for full face value, CONCURRENTLY with the close of escrow - Seller hereby agrees to carry back a new first trust deed per terms and conditions specified hereinbelow:

Buyer to execute a new 1st trust deed, on your usual form, in favor of Harry Mansdorf, Trustee of the Mansdorf Family Revocable Trust dated July 13, 2001, securing a Note in the face amount of $500,000.00, payable in monthly installments of $3,750.00, being interest only, at the rate of 9% per annum, or more **, commencing 30 days following the close of escrow and continuing monthly thereafter for a term of 4 years from close of escrow, at which time the then remaining unpaid balance of principal and interest shall become immediately due and payable.

The Note and/or Trust Deed are to contain the following provisions:

This note is subject to Section 2966 of the Civil Code which provides that the holder of this note shall give written notice to Trustor, or his successor in interest of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

If payment of any portion of the installment as hereinabove set forth is delinquent more than 10 days, the payee may at his sole option, assess a late charge of 6 percent of said installment for each installment so delinquent.

Beneficiary of the within Note hereby agrees that the indebtedness evidenced by the said Note shall be assumable, subject to prior credit approval from the Beneficiary, one time only during its term. The Beneficiary further agrees to not unreasonably withhold credit approval of a prospective purchaser of the Real Property which is the security for this debt.

** In the event Trustor tenders a monthly installment(s) which exceeds the interest installment required, the difference shall be applied as a principal reduction, and the monthly installments shall then be recalculated to an amount equal to 9% per annum on the balance then due.

Escrow holder is hereby authorized and instructed to endorse the note, at close of escrow, to show 1st installment due date and interest accrual date.

BINDER IN LIEU OF TITLE POLICY: In lieu of obtaining a policy of title insurance as called for herein, you are authorized and instructed to have title company issue their Binder form of policy. Escrow Holder is further instructed that Seller will pay the cost of the title policy in the amount of the total sales price and buyer will pay any additional fee. The period of time for which the Binder is to run will be 1065 days from the date thereof. Prior to said date, should an extension be desired, inquiry should be made with the title insurer for the length of time of said extension, if available, and the fee for same.

captions and headings in this Agreement are for convenience only and shall not be referred to for purposes of construing the provisions hereof.

10. Attorneys' Fees

If either party files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Escrow Holder, then as between Buyer and Seller, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its cost of the proceeding, whether or not matter proceeds to final award. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

11. General Matters.

11.1 Headings. The subject headings of the Paragraphs of this Agreement are included for the purpose of convenience only and shall not affect the construction or interpretation of any of its provisions.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. Any agreements, warranties or representations not expressly contained in this Agreement shall in not bind Seller or Buyer.

11.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.4 Assignment. This Agreement and the rights, privileges, duties and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.5 All notices, requests, demands and other communications under this Agreement

OU

shall be in writing and shall be deemed properly given when served personally on the party to whom notice is to be given, or when received by the addressee by registered or certified mail, postage prepaid and addressed and/or FAXed to the party at the address set forth below:

If to Seller:

Mr. Harry Mansdorf
The Mansdorf Family Trust
811 North Alta Drive
Beverly Hills, California 90210
310 274 1577
FAX No. 310 275-5782

If to Buyer:

Mr. Glen L. McMillan
8406 Orchard Street
Alta Loma, California 91701
909 218 2728
FAX No. 909 398 6020

11.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument

11.7. Time of Essence. Time is of the essence as to this Agreement.

11.8. Choice of Law. This transaction and the rights and remedies of the parties hereunder shall be governed by the laws of the State of California.

11.9. Joint Construction. The parties to this Agreement acknowledge that its terms have been negotiated by all of the parties. All of the parties acknowledge that they have received the advice of legal counsel or have had the opportunity to do so in negotiating this Agreement. Each term and provision of this Agreement shall be construed as though jointly drafted by the parties.

11.10 Hold Harmless. Buyer will hold Seller harmless from any loss, cost, expense, or liability arising from claims, information, representations, reports, or assurances made by Buyer to any third party regarding the Property or any aspect of the development, prospects, or use thereof.

11.11 Brokers. Each of Buyer and Seller hold the other harmless from any loss, cost

Should same be required – buy... will provide, and pay for, a title policy ins... ..ng the lender, or assignee, in the form and content required by said lender/assignee.

All other terms and conditions not in direct conflict with the foregoing remain unchanged.

Each of the undersigned states that he/she/they have read the foregoing instructions and understands and agrees to them in their entirety.

SELLER: **BUYER:**

Harry Mansdorf, Trustee

Glen L. McMillin

LandAmerica
Lawyers Title

251 S. Lake Avenue, 4th Floor
Pasadena, CA 91101
Phone: (626) 304-2700
Fax: (626) 795-2620

THE ESCROW HOLDER IS LAWYERS TITLE COMPANY WHICH IS LICENSED BY THE CALIFORNIA DEPARTMENT OF INSURANCE.

SUPPLEMENTAL COMMERCIAL SALE ESCROW INSTRUCTIONS

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS - READ IT CAREFULLY!

Escrow No. 2001297-200-MM1

Marleny Martin-Alfonso
Escrow Officer/Escrow Manager - Assisted by Sue Ford

Date: November 13, 2003

Buyer has handed Escrow Holder initial deposit in the amount of	$	2,000.00
Prior to close of escrow, Buyer will deposit an additional amount of........................	$	598,000.00
	$	
Total consideration	**$**	**600,000.00**

Buyer/Seller will deliver to LAWYERS TITLE COMPANY as Escrow Holder (herein after referred to as "Escrow Holder") any instruments which this escrow requires, fully executed, all of which Escrow Holder is instructed to use provided that on or before December 15, 2003 (close of escrow) and thereafter unless revoked by written demand by the undersigned or anyone of them, "Lawyers Title Company" holds a policy of title insurance with title company's usual exceptions, with a liability of $600,000.00 covering the following described property:

See Exhibit A attached hereto and made a part hereof.

SELLER STATES THAT THE PROPERTY ADDRESS IS: VACANT LAND, LOS ANGELES, CA

TITLE POLICY TO SHOW TITLE VESTED IN: GLEN L. MCMILLAN

FOR PURPOSES OF THIS TRANSACTION, THE SELLERS ARE: HARRY MANSDORF, TRUSTEE FOR THE MANSDORF FAMILY TRUST

FREE FROM ENCUMBRANCES EXCEPT:

A. Second Half General and special Taxes for the fiscal year 2003-2004, including bonds, special assessments and personal property taxes, if any, assessed against former owner, and/or supplemental taxes assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California. (Change of Ownership will affect the taxes to be paid. A Supplemental Tax Bill will be issued and BUYER accepts all responsibility for all additional taxes due because of said reassessment. TAX BILL ISSUED AFTER THE CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYERS AND SELLER.)

B. Covenants, conditions, restrictions, reservations, rights-of-way, and easements, and any oil, gas, or mineral reservations now of record, if any.

PRIOR TO CLOSE OF ESCROW, WITH ADDITIONAL WRITTEN INSTRUCTIONS: PARTIES HERETO MAY ELECT TO HAVE SELLER CARRY BACK A NEW 1ST TRUST DEED, IN AN AMOUNT AND AT TERMS TO BE SPECIFIED. SAID TRUST DEED, AND NOTE SECURED THEREBY, WILL BE SOLD/ASSIGNED FOR FULL FACE VALUE CONCURRENTLY WITH THE CLOSE OF ESCROW.

Initials: X [signature]

Escrow No.: 02001297-200-' '1

ADDITIONAL INSTRUCTIONS

1. Escrow Holder has been handed: Copy* of executed 10/15/03 dated 10/15/03 , as Addended and 11/13/03 hereinafter collectively referred to as the "AGREEMENT", by and between the undersigned Glen L. McMillan, the Buyer and Harry Mansdorf, Trustee for the Mansdorf Family Trust, the Seller (*copy of which is attached hereto and made a part hereof); and Buyer's $2,000.00 initial Deposit on 11/13/03 . The Agreement is to serve as your Escrow Instructions, and subject to the Additional Instructions as set forth below and any mutually agreed upon amendments to follow, Escrow Holder is authorized to act thereunder insofar as the processing of the above numbered escrow is concerned. Escrow Holder is given instructions to perform certain acts or with those paragraphs where Escrow Holder would generally and reasonably be expected to act. All other provisions of the Agreement, which the parties consider to be binding upon themselves, are considered to be outside the scope of Escrow Holder's responsibilities. If there is any disagreement between these instructions and the Agreement, (except as may be specifically addressed herein), the Agreement shall prevail.

2. DATE CLARIFICATION: For purposes of this Escrow (and in accordance with the provisions of the Agreement), the Parties hereto acknowledge the following:
   a. "Opening of Escrow" is 11/13/03
   b. "Date of Agreement" is 10/15/03
   c. "Effective Date is 11/30/03
   d. Inspections contingency date is
   e. Document contingency date is
   f. Financing contingency date is
   g. Release of Buyer's deposit date is at the opening of business on
   h. Close of Escrow date is on or before 12/5/03
   i.

   For the purposes of closing this escrow, all parties acknowledge that "close of escrow" shall be the date on which the deed conveying title (along with any financing documents) is recorded.

3. LEGAL DESCRIPTION: The Legal Description (with Assessor's Parcel Numbers "APN") of the subject property will be provided by the insuring title company, "**Lawyers Title Company**", and approved by Buyer pursuant to Buyer's approval of the Preliminary Report and approved by Seller pursuant to Seller's execution of the Grant Deed in favor of Buyer.

4. PRORATIONS: In accordance with the provisions of Paragraph 5 of the Agreement, Prorate as of CLOSE OF ESCROW
   - Taxes.

   Prepaid rents, free rents and/or security deposits shall be adjusted at the close of escrow in accordance with approved schedule delivered to Escrow Holder by debiting Seller and crediting Buyer.

5. RECORDING: In the event that this escrow does not record at 8:00 a.m. but does record during the same calendar day as a "special recording", the undersigned Seller acknowledges that Seller's proceeds may not be available and existing encumbrances (if any) may not be paid until the first business day following the day of recordation. Seller acknowledges as evidenced by signature herein that Seller may be charged interest on the existing encumbrance(s), if any, until the obligation(s) is/are paid in accordance with the demand(s) placed in escrow.

   Unless Escrow Holder receives written notice to the contrary should recordation at 8:00 a.m. not be possible, Escrow Holder shall proceed with the recordation of this transaction as a special recording without further notice or authorization from Buyer or Seller.

6. FEES AND CHARGES: Buyer to pay all Buyer's customary closing costs, including but not limited to one half of your escrow fees as charged, Notary service fees and/or any other special handling fees incurred on Buyer's behalf, charges for completing and recording applicable documents, premium for new or additional hazard insurance, lender's charges, impounds and prepaid interest as demanded, if any, special messenger/overnight delivery fees as incurred, premium for CLTA portion of Owner's Policy, if needed, and cost for Lender's Policy of Title Insurance with required endorsements, and other applicable title company charges.

   Seller to pay customary Seller's charges including but not limited to one half of the escrow fee as charged, Notary fees and/or other special handling fees incurred on Seller's behalf, charges for

Initials: ______ ______ ______

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completing and recording applicable documents, charges for CLTA Title Policy as called for, other applicable title charges, documentary transfer tax to be affixed to the Grant Deed and payment of any liens or encumbrances as called for.

GENERAL PROVISIONS

(Revised January 1st, 2003)

IMPORTANT – PLEASE READ CAREFULLY

1. **Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313)**
We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, title company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

2. **Execution & Delivery of Escrow Instructions**
These instructions may be executed in counterparts and said counterparts together will constitute one and the same instrument. In the event that the parties hereto utilize facsimile or electronically transmitted instructions to Escrow Holder, said parties hereby instruct Escrow Holder to rely upon such instructions as if they were originals. Any amendments and supplements to these instructions must be in writing and shall only be effective when executed and delivered to Escrow Holder. Escrow Holder shall not be concerned with nor have any obligations with respect to items designated as memoranda in these instructions or with any other agreement or contract between the parties to this escrow.

3. **Deposit of Funds**
(i) All funds received in this escrow will be deposited with other escrow funds in one or more non-interest-bearing escrow accounts of Escrow Holder in a financial institution selected by Escrow Holder. Escrow Holder shall not be responsible and shall have no liability for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such financial institution.

(ii) You have the opportunity to earn interest on the funds you deposit with us through a deposit account arrangement that Escrow Holder has established with one of its financial institutions. The interest rate for these accounts varies between financial institutions, fluctuates periodically based on market conditions and other factors, and may change prior to or during the time your funds are on deposit. You will not have an opportunity to earn interest on any funds deposited by a lender.

(iii) If you elect to earn interest through this special account arrangement, Escrow Holder will charge you an additional fee of $35.00 for the establishment and maintenance of the account. This fee compensates Escrow Holder for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn. If you are interested in having your funds deposited in an interest-bearing account, please contact your escrow officer.

(iv) If you do not elect to have your funds deposited in an interest-bearing account, your funds (together with any funds deposited by a lender) will be held in Escrow Holder's general escrow trust account. The general escrow trust account is restricted and protected against claims by third parties or creditors of Escrow Holder. Escrow Holder and/or its parent company may receive certain direct and indirect financial benefits from the financial institution as a result of maintaining the general escrow trust account. These benefits may include, without limitation, credits allowed by such financial institution on loans to Escrow Holder and/or its parent company and earnings on investments made with the proceed of such loans, as well as accounting, reporting and other services and products of such financial institution. Escrow Holder shall have no obligation to account to the parties to this escrow in any manner for the value of, or to pay to any party, any benefit received by Escrow Holder and/or its parent company. Any such benefits shall be deemed additional compensation of Escrow Holder for its services in connection with this escrow. Some or all of these benefits may be deemed interest due you under California Insurance Code Section 12413.5. As indicated above, you may elect to have your funds placed in a separate, interest-bearing account and receive the benefits therefrom, but you will be required to pay Escrow Holder an additional fee for this service. Alternatively, you may leave your funds in the general escrow trust account and thereby authorize Escrow Holder to keep the benefits it and/or its parent company receives from the financial institution. In either event, you understand and agree that Escrow Holder and/or its parent company may receive and retain for their sole benefit any and all benefits derived from the general escrow trust account prior to the deposit of your funds in an interest-bearing account and following the withdrawal of your funds from such interest-bearing account (normally two business days prior to the close of escrow).

(v) All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.

(vi) Funds deposited by a lender are ordinarily deposited to escrow one or two days prior to closing. You should be aware that your lender may begin charging interest on your loan from the date loan funds are deposited into Escrow Holder's escrow trust account.

Initials: LTM

4. **Good Funds Law – California Insurance Code §12413.1**
All parties are aware and understand that California Insurance Code §12413.1 mandates that funds deposited into an escrow must be collected and available for withdrawal PRIOR TO DISBURSEMENT. The determination of the availability of funds is set forth as follows:

(i) CASH AND ELECTRONIC TRANSFERS ("wired funds") are available for SAME DAY disbursement.

(ii) CASHIER'S CHECKS AND CERTIFIED CHECKS are available for disbursement THE NEXT BUSINESS DAY;

In order to avoid unnecessary delays of two to seven days, or more, please use wire transfers, cashier's checks or certified checks whenever possible.

5. **License of Escrow Holder**
Escrow Holder is licensed by the California Department of Insurance to act as an underwritten title company, or if Escrow Holder's name includes the word "Insurance", Escrow Holder has a Certificate of Authority issued by the California Department of Insurance to transact the business of title insurance.

6. **Prorations**
All adjustments and prorations called for in this escrow shall be made on the basis of a thirty (30) day month, unless otherwise instructed in writing.

7. **Sufficiency, Validity, Authority, etc. of Documents**
Escrow Holder shall not be responsible or have any liability with respect to the sufficiency or correctness as to form, manner of execution, or validity of any document deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling and disbursement of funds deposited in this escrow and the proper safekeeping and delivery of such documents received by Escrow Holder, in accordance with the written instructions given to Escrow Holder in this escrow in which all parties have concurred.

8. **Conveyance and Vesting**
Escrow Holder is instructed to draw a Grant Deed, using any standard form, conveying title from Seller to Buyer, with Buyer's legal vesting. Buyer acknowledges that Escrow Holder cannot give advice as to vesting, and understands that the vesting designated may have significant legal and tax consequences. Buyer is advised to seek the advice of Buyer's own attorney and accountant with regard to vesting. Buyer shall furnish Escrow Holder with Buyer's vesting prior to the date of preparation of Buyer's loan documents or close of escrow (if Buyer is not obtaining financing). Escrow Holder is hereby authorized and instructed to complete and/or correct Buyer's vesting on the Grant Deed, even if it has already been executed and notarized. If Buyer is married and taking title alone, (1) Buyer shall furnish Escrow Holder with the name of Buyer's spouse, (2) Escrow Holder is authorized and instructed to prepare an Interspousal Transfer or Quitclaim Deed for Buyer's spouse's signature and (3) Escrow Holder is to record same at close of escrow, charging Buyer's account for the preparation and recording fees associated with this deed.

9. **Copies of Escrow Instructions**
Escrow Holder is authorized to furnish copies of these instructions, any supplements and/or amendments thereto, notices of cancellation and closing statements to any real estate brokers or agents representing any party to this escrow and to any lender whose loan will be paid through this escrow or will be used to fund this escrow.

10. **Cancellation**
In the event this escrow is canceled, the parties hereto agree to pay Escrow Holder its cancellation fee for work performed, and to pay all expenses incurred by Escrow Holder. If a demand to cancel this escrow is submitted to Escrow Holder or if there is no written communication from the parties for a period of six months, Escrow Holder shall notify the parties of its intention to cancel this escrow and return all documents and funds (less cancellation fees and costs) to the party depositing the same. If no written objection to such notice is given to Escrow Holder within fifteen (15) days of mailing such notice, Escrow Holder shall cancel this escrow and return all funds and/or documents then held by Escrow Holder to the party depositing the same.

11. **Disputes**
No notice, demand or change of instruction shall be of any effect in this escrow unless given in writing by all parties affected thereby. In the event a demand for funds and/or documents deposited with Escrow Holder in connection with this escrow is made and which is not concurred in by all parties hereto, Escrow Holder, notwithstanding which party made such demand, may elect to do any of the following:

(i) Take no further action in connection with this escrow and continue to hold such funds and/or documents until receipt of mutual concurring instructions from all parties to this escrow as to the disposition of such funds and/or documents;

(ii) Commence an action in interpleader and obtain an order from the court allowing Escrow Holder to deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow; or

(iii) In the event that any party commences an action against any other party with respect to this escrow, deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow.

In the event Escrow Holder interpleads any funds and/or documents with any court pursuant to either subparagraphs (ii) or (iii) above, Escrow Holder shall be entitled to reimbursement of its reasonable attorneys' fees and expenses of litigation in connection with such action.

Initials: ______ ______ ______ ______

Escrow No.: 2001297-200-M

12. **Arbitration**
In the event of a claim or controversy between Escrow Holder and any party hereto involving an amount greater than $5,000.00 and arising out of this escrow, either Escrow Holder or such other party may demand arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be binding on all parties and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

13. **No Duty to Notify as to Other Transactions**
Escrow Holder shall have no duty or responsibility to notify any party to this escrow of any sale, resale, loan, exchange or other transaction involving the property which is the subject of this escrow or any profit realized by any person or entity in connection therewith, notwithstanding that Escrow Holder may act as escrow holder for such transaction(s) in this or another escrow(s).

14. **Failure to Close Timely**
If the conditions for closing this escrow have not occurred at the time set forth herein for closing, Escrow Holder is nevertheless to continue to act hereunder and to close this escrow as soon thereafter as such conditions (except as to time) shall have been met, unless any party shall have made a written demand on Escrow Holder for cancellation of this escrow and/or for the return of any funds and/or documents deposited by such party.

15. **Delivery of Documents and Funds**
All documents and funds due the parties to this escrow will be sent by Escrow Holder via regular mail to the parties at the addresses provided to Escrow Holder, unless otherwise instructed. Delivery by escrow holder of documents to a party's real estate agent or broker shall constitute delivery to that party.

16. **Retention of Records**
After the closing or cancellation of this escrow and the disbursement of all funds and recording and/or delivery of all documents in accordance with the written instructions given to Escrow Holder in this escrow, Escrow Holder is authorized to destroy or otherwise dispose of its file(s) with respect to this escrow without notice or liability to the parties hereto.

17. **California Withholding**
In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 31/3 percent of the sales price in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a corporation with a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, of any of the following:
   A. That the California real property being conveyed is the seller's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
   B. That the California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
   C. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
   D. That the California real property transaction will result in a loss for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

Buyer understands that in no event will Escrow Holder undertake to advise Buyer and/or Buyer's representative on the possible application of the above code sections to this specific transaction. Unless expressly instructed by Seller and Buyer herein, Buyer understands that Escrow Holder will NOT assist in obtaining a waiver from withholding from the Franchise Tax Board.

Should Buyer and Seller herein direct Escrow Holder to undertake any activities pursuant to the withholding provisions under California law, Buyer and Seller agree to cooperate fully in providing necessary information to Escrow Holder. Buyer and Seller agree to indemnify and hold Escrow Holder harmless in the event of noncompliance resulting from

Initials: ___

information supplied by either Buyer and/or Seller. For additional information concerning the withholding provisions under the code sections referenced above, please contact the Franchise Tax Board-Withhold-at-Source Unit at (916) 845-4900, P.O. Box 651, Sacramento, CA 95812-0651.

18. Foreign Investment in Real Property Act (FIRPTA)

Buyer is hereby notified that FIRPTA withholding (Internal Revenue Code Section 1445) may be applicable to certain sales of United States real estate by non-resident aliens. Unless instructed otherwise by the parties to this escrow, Escrow Holder is released from any liability, obligation or responsibility with respect to compliance with said Code Section, including, but not limited to (a) withholding of funds, (b) advising the parties as to the requirements of said sections, (c) determining whether transferor (Seller) is a foreign person or entity and/or (d) obtaining a non-foreign affidavit.

19. Preliminary Change of Ownership

Prior to the close of escrow, Buyer may hand Escrow Holder a fully completed and executed "Preliminary Change of Ownership Report" (PCOR) pursuant to the requirements of California Revenue and Taxation Code Section 480.3. Buyer may elect not to complete and execute said form prior to the close of escrow. Should Buyer choose not to execute the PCOR or should the County Recorders office reject the PCOR for any reason, Buyer is aware that a $20.00 charge will be assessed by the County Recorder's office and Escrow Holder will charge the account of Buyer accordingly. In the event the PCOR has not been filed at the time the documents record OR the County Tax Assessors office determines that the form has not been properly completed, Buyer will be responsible for obtaining and completing a new PCOR and any additional documents that may be required by the Assessor's office. Failure to file a proper PCOR will result in additional penalties in accordance with Section 480 of the California Revenue and Taxation Code. Escrow Holder's sole duty shall be the delivery of the PCOR to the County Recorder at the time of recordation of transfer documents, if it is provided to Escrow Holder. Escrow Holder assumes no liability or responsibility regarding the proper completion of the PCOR.

20. Supplemental Taxes

Buyer is advised that the County Tax Assessor will revalue property that changes ownership or contains new construction, which may result in a supplemental assessment. The supplemental taxes will be assessed from the date of the change in ownership or completion of construction.

21. Fire/Hazard Insurance

Buyer shall obtain Fire/Hazard Insurance coverage on the subject property prior to the close of escrow, as per requirements of the new lender. If Buyer has not paid policy premium prior to close of escrow, Escrow Holder is authorized and instructed to debit Buyer's account with the cost of the annual premium and pay such premium to the insurance agent and/or company, at the close of escrow, from funds deposited by Buyer. Escrow Holder is instructed to request that the insurance company deliver the original policy and copies, as required, to all necessary parties. In the event the property is covered by a blanket insurance policy, Buyer shall provide Escrow Holder with a Certificate of Insurance. FAILURE TO PROVIDE FIRE/HAZARD INSURANCE WILL DELAY THE CLOSE OF ESCROW. Escrow Holder has no obligation to obtain fire or other insurance in the absence of a written instruction to do so.

22. Fees and Charges; Messenger Fees

Escrow, title, and recording charges and other costs are to be charged to the principals' accounts in accordance with customary practices in this County, unless Escrow Holder is instructed to do otherwise in writing. The charges which the Company will make for sending documents and/or checks via next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express Mail, etc.) are $15.00 per letter, standard overnight service, and $25.00 for larger size packages and/or priority delivery services. Such charges include the cost of such messenger service and the Company's expenses for arranging such messenger service and its overhead and profit. Special messenger services will be billed at the cost of such services. There will be no additional charge for pick-up or delivery of packages via the Company's regularly scheduled messenger runs.

23. Fees Paid in Advance

Escrow Holder is hereby instructed to use Buyer's funds deposited into escrow to pay any fees required prior to close of escrow to entities such as, but not limited to, homeowner's association management companies for ordering documents and statements, lenders for ordering payoff statements, and cities which require city reports. In the event escrow is cancelled and Buyer is entitled to a refund of deposited funds, the amount of any fees advanced shall be deducted from the funds returned to Buyer. Seller hereby agrees to immediately deposit into escrow the amount of fees advanced for which Seller is responsible, and Escrow Holder will immediately disburse the amount of such deposit to Buyer. Buyer hereby agrees to immediately return to Escrow Holder any documentation provided to Buyer that is associated with fees advanced by Escrow Holder. Buyer shall not be reimbursed for any fees associated with documents provided to Buyer which are not returned to Escrow Holder. Escrow Holder shall not be liable to Buyer for fees deducted from Buyer's deposit in the event Seller fails to deposit the amount of such fees into escrow.

24. Special Recording; Late Confirmation of Recording

Seller's proceeds may not be available, and encumbrances may not be paid off, until the first business day following the day of recording if 1) documents recorded at close of escrow are recorded later in the day than 8:00 a.m. (which is called a "special recording") or if 2) the County Recorder does not provide confirmation of recording within sufficient time to allow same-day disbursement of funds by wire or check.

25. IRS Form 1099 Requirements

If requested by Escrow Holder, Seller will furnish Escrow Holder with sufficient information to file form 1099, if required, with the Internal Revenue Service for the sale of the real property which is subject to this escrow.

Initials: ______ ______

26. Disclosure Reports
Escrow holder is not to be concerned with disclosures made by the parties to each other. In the event escrow holder receives any disclosure reports requiring signatures or approval by a party, escrow holder's only responsibility will be to forward the report to the appropriate party.

27. Loan Payoffs
When a mortgage, deed of trust or tax lien is to be paid off through escrow, Escrow holder is authorized to pay the payoff demand received from the creditor. Seller/borrower understands that a loan payoff may include a prepayment penalty and other charges.

BUYER:

Glen L. McMillan

SELLER:
MANSDORF FAMILY TRUST

Harry Mansdorf

Harry Mansdorf, Trustee

Initials: ______ ______ ______ ______

Exhibit A

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

That portion of the northeast one-quarter of fractional section 25, township 2 north, range 14 west, in V. Beaudry's Mountains, in the city of los Angeles, state of California as per map recorded in book 36 pages 67 to 71 inclusive of miscellaneous records, in the office of the county recorder of said county, described as follows:

Beginning at a point in the northerly line of a strip of land 84.00 feet wide, described in the deed to the city of los Angeles, recorded on February 6, 1958 as instrument no. 28, described in parcel 47837-1, amended in the final decree of condemnation entered in superior court of los Angeles county, case no. NC C 87878, a certified copy of which was recorded on may 3, 1976 as instrument no. 2743, of official records, in the office of the county recorder; thence north 15° 59' 50" west 115.76 feet; thence north 24° 11' 56" east, 270.80 feet; thence north 84° 48' 20" east, 243.10 feet; thence north 79° 58' 52" east, 762.91 feet to the east line of said Section 25; thence along said east line south 0° 32' 22" east, 196.06 feet to the northerly line of said strip of land 84.00 feet wide; thence along said last mentioned northerly line, south 73° 33' 39" west, 1,120.00 feet to the point of beginning.

Except therefrom, that portion lying southerly of the northerly line of la tuna canyon road, 60.00 feet wide as shown on county surveyor's map no. B-725, on file in the office of the county engineer of said county.

Also except therefrom that portion of said land included within the land as described in parcel 47837-I (amended) in the final decree of condemnation entered in the los Angeles county superior court, case no. NC C 87878, a certified copy of which was recorded may 3, 1976 as instrument no. 2743, in book d7065 page 531, official records of said county.

Parcel 2:

The south half of the northwest quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on County Surveyor's Map B-725 on file on the office of the County Engineer of said county.

Except that portion of said land conveyed to the City of Los Angeles, by Deed recorded December 20, 1960 as Instrument No. 1385, in Book D1069 Page 778, Official Records.

Also except the northeast one-fourth of the southeast one-fourth of the northwest one-fourth of the northwest one-fourth of said section.

Also except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map B-259, Sheet 2, on file in the office of the County Engineer of said county.

Also except therefrom that portion of said land included within the lines of that certain strip of land, 84.00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No. 3279, in Book D5 Page 675, Official Records of said county.

Also except therefrom, that portion of said land included within the land as described in Parcel 47837-1 (amended) in the Final Decree of Condemnation entered in the Los Angeles County Superior Court, Case No. C87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records of said county.

Parcel 3:

The south half of the northeast quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on county Surveyor's Map B-725 on file on the office of the County Engineer of said county.

Except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map No. B-259, Sheet 2, on file in the office of the County Engineer of said county.

Also except therefrom that portion of said land included within the lines of that certain strip of land 84.00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No. 3279, in Book D5 Page 675, Official Records of said county.

Also except therefrom, that portion of said land included within the land as described in Parcels 47837-I (amended), 47837-I, 49264 and 56121, in the Final Decree of Condemnation, entered in the Los Angeles County Superior Court Case No. NC C87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records of said county.

Parcel 4:

That portion of the northeast quarter of the southeast quarter of the northwest quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in V. Beaudry's Mountains, as per Map recorded in Book 36 Pages 67 to 71 inclusive of Miscellaneous Record Maps, in the office of the County Recorder of said County, described in Deed (State Parcel 47840) recorded January 27, 1970 in Book D4616 Page 861 of Official Records in said office, described as follows:

Beginning at the intersection of the westerly line of the land described in said Deed with the general northerly line of the land described in the Deed recorded December 20, 1960 as Instrument No. 1385 in Book D1069 Page 778 of said Official Records, thence along said westerly line, north 00° 32' 22" west, 144.55 feet; thence south 82° 59" 47' east 69.82 feet; thence south 83° 09' 40" east, 261.96 feet to the easterly line of said first described land; thence along said easterly line, south 00° 32' 22" east, 174.88 feet to said general northerly line; thence westerly along said general northerly line to the point of beginning.

AMENDMENT NO 1
TO
PURCHASE AGREEMENT
AND
ESCROW INSTRUCTIONS

Escrow Holder: Lawyer's Title Insurance Company
Escrow No.: 2001297- MM
Order No.:

This Amendment to the Purchase Agreement and Escrow Instructions Agreement ("the Agreement") dated October 15, 2003 by and between Harry Mansdorf, Trustee for the Mansdorf Family Trust ("Seller") and Glen L. McMillan ("Buyer") is, although executed thereafter, effective as of such date.

RECITALS

A. The Recitals set forth in the Agreement are incorporated herein.

B. The parties do not yet have a preliminary title report, so they are unable to attach either Exhibit B or Exhibit C, as described in the Agreement.

C. Recorded title to some of the Property is held in one or more names other than Seller, although Seller is the beneficial owner of all of the Property.

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Sections 2.1.2 and 2.1.3 of the Agreement are deleted and section 2.1.4 is renumbered to 2.1.2.

2. A new section 2.7 is added to paragraph 2, to read as follows.

   "2.7 The Escrow is to deliver to the parties a preliminary title report on the Property as soon as practicable."

3. A new section 5.1.5 is added to the Agreement to read as follows:

   "5.1.5 Seller will use its best efforts to cause record title of the entirety of the Property to be in its name prior to the scheduled closing date."

4. The heading of paragraph 6, "Buyer's Review Period" is deleted and "Conditions to Closing" is substituted therefor.

5. The period at the end of section 6.1 is deleted and the following is inserted in lieu thereof:

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", including the contents of the preliminary title report referred to in section 2.7 above."65.

Section 4.1.2 is renumbered "6.2".

7. A new section is added to the Agreement as follows:

"6.3 Seller's obligations hereunder are conditioned upon successful transfer, prior to the Closing, of legal title to its name of any parcels not now of record in its name in a manner sufficient to allow Seller to transfer title to Buyer."

Except as set forth herein, the terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth below.

SELLER
MANSDORF FAMILY TRUST

By [signature]
Harry Mansdorf, Trustee

November 11/13, 2003

BUYER

[signature]
Glen L. McMillan

November 12, 2003

PURCHASE AGREEMENT
AND
ESCROW INSTRUCTIONS

Escrow Holder: Lawyer's Title Insurance Company
Escrow No.: 2001297-MM
Order No.:

This Agreement for the purchase of real property is effective as of October 15, 2003 by and between Harry Mansdorf, Trustee for the Mansdorf Family Trust ("Seller") and Glen L. McMillan ("Buyer")

RECITALS

A. Seller is the owner of the certain parcels of real estate ("the Property") described in the attached Exhibit "A".

B. The Property consists of approximately 11 acres, more or less, located in the County of Los Angeles, California.

C. Buyer wishes to purchase and Seller wishes to sell the Property.

D. To effect this transaction, the parties hereto are concurrently opening an escrow at LandAmerica Lawyer's Title Insurance Company, 251 South Lake Avenue, Pasadena, California 91106 ("the Escrow Holder"), under Escrow No. 2001297-PM ("the Escrow").

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase of the Property.

1.1 Agreement. Seller will sell and Buyer will purchase the Property upon the terms and conditions set forth herein.

1.2 Purchase Price of the Property. The purchase price for the Property ("Purchase Price") is the sum of Six Hundred Thousand Dollars ($600,000), payable in cash at the Opening of Escrow.

2. The Escrow.

2.1 Opening of Escrow. The Escrow shall be opened with the escrow department of the Escrow Holder. Concurrently with the execution of this Agreement, Buyer and Seller, to open the Escrow, will deliver to the Escrow Holder the following:

2.1.1 a copy of this Purchase Agreement and Escrow Instructions (herein "this Agreement") executed by both Buyer and Seller;

2.1.2 Exhibit A (legal description of the Property) to this Agreement;

2.1.3 Exhibit B (a copy of a preliminary title report on the Property) to this Agreement;

2.1.4 Exhibit C (Buyer's approval of the contents of Exhibit B) to this Agreement executed by Buyer;

2.1.4 Exhibit D The sum of $2,000 ("the Deposit") by wire transfer to the Escrow.

2.2 Date of Opening. November __, 2003 shall constitute the Date of Opening.

2.3 Prorations and Adjustments. Escrow Holder will prorate between Buyer and Seller at the Closing county and special district (if any) taxes based on the latest information available to Escrow Holder.

2.4 Seller's Costs. Seller shall pay:

2.4.1 the premium for the CLTA policy of Title Insurance as defined below

2.4.2 Fifty percent of the escrow fees;

2.4.3 Fifty percent of the recordation fees;

2.4.4 all charges necessary to remove any encumbrances (other than current real estate taxes) so that title will be conveyed in the form approved by Buyer as set forth in Exhibit C.

2.5 Buyer's Costs. Buyer shall pay:

2.5.1 fifty percent of the escrow fees;

2.5.2 fifty percent of the recordation fees;

2.5.3 100 percent of the transfer stamps;

2.6 Buyer and Seller shall execute such form escrow instructions in addition to this Agreement which the Escrow may request, provided that, in the event of a conflict between those instructions and this Agreement, the terms of this Agreement shall prevail.

3. Close of Escrow.

3.1 Close of Escrow. "Close of Escrow" shall mean the date on which (a) the

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Purchase Price (b) the grant deed conveying title to the Property to Buyer, (c) the FIRPTA certificate from Seller, and (d) the Title Policy (as defined herein) (which Title Company is to issue upon Escrow Holder's receipt of such deed and certificate), are received by the Escrow Holder.

3.2 Date of Closing. The Date of Closing shall be no later than December 15, 2003.

3.3 Deposits Into Escrow.

3.3.1 Buyer, no less than one full business days prior to the Date of Closing or the Extended Date of Closing, as appropriate, shall deposit into the Escrow

3.3.1.1 the Purchase Price (less the Deposit plus its share of closing costs);

3.3.1.2 the natural hazard disclosure statement as required by Civil Code section 1102.6c.

3.3.2 Concurrently, Seller shall deposit (a) a Certificate of Non-foreign Status into the Escrow and (b) a fully executed and notarized grant deed ("the Grant Deed") in form suitable for recording identifying Buyer (or Buyer's assignee) as the grantee of the Property.

3.4 Policy of Title Insurance. As used herein the phrase "Title Insurance" means a standard coverage CLTA policy issued by Title Company insuring title to the Property in the name of the Buyer (or Buyer's assignee) in the amount of the Purchase Price, subject to current taxes and such matters as appear as exceptions to title on Exhibit B attached hereto (and such other items as Buyer may authorize or approve) devoid, however, of any items which Buyer has identified as unacceptable on Exhibit C.

3.5 Closing. On the Date of Closing, Escrow Holder shall cause the Title Company to record the Grant Deed and issue the policy of Title Insurance. Escrow Holder shall close Escrow by disbursing the funds and documents in Escrow on the Date of Closing as follows:

3.5.1 To Seller

(a) the Purchase Price less Seller's share of costs as herein set forth;

(b) the natural hazard disclosure statement as required by Civil Code section 1102.6c previously prepared by the Escrow and signed by Buyer.

(c) to Anna Slintak-Marik a selling commission in the amount of $60,000.

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3.5.2 To Buyer:

(a) The Title Policy and

(b) the Certificate of Non-foreign Status into the Escrow.

3.6 Recorded Documents. Escrow Holder will cause the County Recorder of Los Angeles County to mail the Grant Deed to Buyer after recordation. Escrow Holder shall cause the transfer stamps to be applied after recordation.

4. Additional Escrow Instructions. Buyer and Seller will execute such other, supplemental escrow instructions as the Escrow may request, provided that such instructions shall not amend or modify the terms of this agreement.

5. Representations, Warranties and Covenants of Seller and Buyer.

5.1 In General. Seller hereby makes the following statements, representations, and warranties, each of which is material, is being relied upon by Buyer, is true as of the date hereof and will be true as of the Closing with the same effect as though they had been made again at and as of Closing:

5.1.1 The execution, delivery and performance of this Agreement by Seller have been duly authorized by the sole trustee of the Mansdorf Family Trust, and this Agreement constitutes the legal and binding obligation of Seller, enforceable against Seller in accordance with its terms.

5.1.2 To the best of Seller's knowledge

5.1.2.1 neither the execution of this Agreement nor the Closing will violate any agreement which will materially and adversely affect Buyer's title after the Closing;

5.1.2.2 Seller has not entered into any tenancies, occupancy agreements, purchase options or contracts affecting the Property which cannot be terminated on 30 day's notice;

5.1.3 Neither Seller nor any person acting on Seller's behalf is the applicant for any permit with any governmental entity involving the Property.

5.1.4 Seller will take such steps and perform such acts as may be necessary to be able to deliver the Property to Buyer free of any liens or encumbrances, other than taxes and assessments.

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5.2 In General. Buyer hereby makes the following statements, representations and warranties, each of which is material, is being relied upon by Seller, is true as of the date hereof and will be true as of the Closing with the same effect as though such statement, warranties and representations had been made again at an as of closing.

5.2.1 The Buyer understands that neither the Seller nor Harry Mansdorf, Trustee of the Mansdorf Family Trust, makes any representations or warranties respecting the Property or its sale other than those set forth in section 5.1 above, and the Buyer specifically understands that neither the Seller nor Mr. Harry Mansdorf, Trustee, nor anyone associated with the Mansdorf Family Trust, is making any representation or warranty with respect to the size, title, governmental entitlements, hazardous materials, natural hazards, zoning, development, use or possible use of the Property.

5.2.2 The Buyer, through its members, employees and agents, has investigated, inspected and otherwise satisfied itself as to the location, use, size, zoning, mapping, topography, natural hazards (as identified in Civil Code section 1102.6c), engineering and planning, and future development potential of the Property, the results of which investigations have formed the basis for Buyer's decision to buy the Property.

5.2.3 Buyer is relying on its own valuation of the Property.

5.2.4 Buyer acknowledges that the Property: is subject to extensive land use regulations and law, including, but not limited to the County of Los Angeles land use and planning rules, and others.

5.2.5 BUYER, RELYING ON THE ADVICE AND CONSUL OF LAWYERS, CONSULTANTS AND SPECIALISTS, HAS SPENT CONSIDERABLE TIME AND RESOURCES STUDYING, ANALYZING, CONSIDERING, EXAMINING AND OTHERWISE DETERMINING WHETHER BUYER'S ACQUISITION OF THE PROPERTY IS ECONOMIC AND OTHERWISE IN BUYER'S BEST INTEREST.

6. Buyer's Review Period

6.1 Buyer's Conduct During Review Period. As used herein, the phrase "Review Period" refers to the 45 calendar days commencing with the date first written above. Buyer, during the Review Period, is to satisfy himself as to all aspects of the Property, including the status of title, the existence or nonexistence of hazardous substances, the condition of the soil, the existence and content of any zoning, permits or other governmental restrictions, and other matters. Buyer is to notify Seller and the Escrow Holder and Seller by no later than 5:00 pm on December 1, 2003, that Buyer is not satisfied with any aspect of the Property, at which point Buyer's rights, duties and obligations hereunder will terminate without liability to any party hereto. Buyer will be deemed to have approved all aspects of the Property if he fails to timely notify Seller as set forth in this paragraph.

4.1.2 Entry and Inspection of the Property. During the Review Period, Buyer and its agents, contractors and subcontractors shall have the right at its expense to enter upon the Property at reasonable times (but only after two business days' notice to Seller) to make any and all inspections and tests of the Property as Buyer may deem necessary prior to December 1, 2003. Buyer shall use care and consideration in connection with any of its inspections and tests. Buyer hereby indemnifies and holds Seller harmless from any and all damage, loss, claims and expense arising out of or resulting from entry and/or activities upon the Property by Buyer or from Buyer's activities or those of its agents, contractors or subcontractors including but not limited to any mechanic's, materialmen's and other liens resulting from such activities.

7. *Amendments.* All amendments and supplements to this Agreement must be in writing and executed by each party hereto; however, such execution may be in counterparts and when so executed shall be deemed to constitute one document.

8. Dispute Resolution If a controversy, claim or dispute arises out of or relating to this Agreement, or any resulting transaction or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement the dispute shall be resolved and determined solely by arbitration in Los Angeles, California, before a panel (the "Panel") of three arbitrators in accordance with the rules of the American Arbitration Association or pursuant to California Code of Civil Procedure Section 1280 et seq. (the "California Arbitration Law"), at the option of the party instituting the arbitration, and not by court action except as provided by California Law for Judicial Review of Arbitration Proceedings. Any award made in such arbitration may be confirmed and entered as a judgment by a California court and thereafter enforced by any court of competent jurisdiction.

8.1 Arbitrators Each party to the arbitration shall appoint an arbitrator (a "Party Arbitrator") who in turn shall appoint a third arbitrator (the Neutral Arbitrator"). The Neutral Arbitrator must be a member of the California State Bar experienced in the process of deciding disputes and interpreting contracts. If the Party Arbitrators are unable to agree upon the Neutral Arbitrator within ten days of a written request to do so by any party, then either party may thereafter elect to proceed pursuant to the Commercial Rules of the American Arbitration Association.

8.2 Discovery The parties shall have the right to discovery as ordered by the Panel only to the extent the Panel determines is necessary to allow the Panel to fully understand the issues and facts related thereto or as the Panel may otherwise determine is in the interests of justice.

8.3 The Award In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. The award must be based on and accompanied by, a written statement of decision (to be considered as a component of the award) explaining the factual and legal basis for the award as to each of the principal controverted issues at the hearing. The award shall be conclusive and binding, as to the facts so found, and may thereafter be conformable and entered as a judgment by the Superior Court of this State.

9. Interpretation

This agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this agreement. In addition, each party has been represented by and has consulted with experienced and knowledgeable legal counsel. Additionally, Buyer has consulted with and been advised by an experienced and knowledgeable land use planner and engineer. Accordingly, any rule of law (including Civil Code § 1654) or legal decision that would require interpretation of any ambiguities in this agreement against the party that has drafted it is not applicable and is waived. The provisions of this agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this agreement. The or expense arising from any claim for a real estate commission or finder's fee which is based upon the alleged acts or assurances of the indemnifying party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth below.

SELLER
MANSDORF FAMILY TRUST

By ______________________
Harry Mansdorf, Trustee

BUYER

____
Glen L. McMillan

Exhibit "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1:

THE NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SECTION 30; TOWNSHIP 2 NORTH, RANGE 13 WEST, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON COUNTY SURVEYOR'S MAP B-725 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF LOS ANGELES, BY DEED RECORDED DECEMBER 20, 1960 AS INSTRUMENT NO. 1385, IN BOOK D1069 PAGE 778, OFFICIAL RECORDS.

ALSO EXCEPT THE NORTHEAST ONE-FOURTH OF THE SOUTHEAST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF THE NORTHWEST ONE-FOURTH OF SAID SECTION.

ALSO EXCEPT THEREFROM, THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE SOUTHERLY LINE OF LA TUNA CANYON ROAD, AS SHOWN ON COUNTY SURVEYOR'S MAP B-259, SHEET 2, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY.

ALSO EXCEPT THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THAT CERTAIN STRIP OF LAND, 84.00 FEET WIDE, DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED ON FEBRUARY 6, 1958 AS INSTRUMENT NO. 3279, IN BOOK D5 PAGE 675, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND AS DESCRIBED IN PARCEL 47837-1 (AMENDED) IN THE FINAL DECREE OF CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. C87878, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 3, 1976 AS INSTRUMENT NO. 2743, IN BOOK D7065 PAGE 531, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 2:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30 AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 13 WEST, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-725 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY.

EXCEPT THEREFROM, THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE NORTHERLY LINE OF LA TUNA CANYON ROAD, AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-259, SHEET 2, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY.

ALSO EXCEPT THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THAT CERTAIN STRIP OF LAND 84.00 FEET WIDE, DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED ON FEBRUARY 6, 1958 AS INSTRUMENT NO. 3279, IN BOOK D5 PAGE 675, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND AS DESCRIBED IN PARCELS 47837-I (AMENDED), 47837-6, 49264 AND 56121, IN THE FINAL DECREE OF CONDEMNATION, ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. NC C87878, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 3, 1976 AS INSTRUMENT NO. 2743, IN BOOK D7065 PAGE 531, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 3:

THAT PORTION OF THE NORTHEAST ONE-QUARTER OF FRACTIONAL SECTION 25, TOWNSHIP 2 NORTH, RANGE 14 WEST, IN V. BEAUDRY'S MOUNTAINS, IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 36 PAGES 67 TO 71 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF A STRIP OF LAND 84.00 FEET WIDE, DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED ON FEBRUARY 6, 1958 AS INSTRUMENT NO. 28, DESCRIBED IN PARCEL 47837-1, AMENDED IN THE FINAL DECREE OF CONDEMNATION ENTERED IN SUPERIOR COURT OF LOS ANGELES COUNTY, CASE NO. NC C 87878, A CERTIFIED COPY OF WHICH WAS RECORDED ON MAY 3, 1976 AS INSTRUMENT NO. 2743, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER; THENCE NORTH 15° 59' 50" WEST 115.76 FEET; THENCE NORTH 24° 11' 56" EAST, 270.80 FEET; THENCE NORTH 84° 48' 20" EAST, 243.10 FEET; THENCE NORTH 79° 58' 52" EAST, 762.91 FEET TO THE EAST LINE OF SAID 25; THENCE ALONG SAID EAST LINE SOUTH 0° 32' 22" EAST, 196.06 FEET TO THE NORTHERLY LINE OF SAID STRIP OF LAND 84.00 FEET WIDE; THENCE ALONG SAID LAST MENTIONED NORTHERLY LINE, SOUTH 73° 33' 39" WEST, 1,120.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM, THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF LA TUNA CANYON ROAD, 60.00 FEET WIDE AS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-725, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND AS DESCRIBED IN PARCEL 47837-I (AMENDED) IN THE FINAL DECREE OF CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. NC C 87878, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 3, 1976 AS INSTRUMENT NO. 2743, IN BOOK D7065 PAGE 531, OFFICIAL RECORDS OF SAID COUNTY.

File No: 02304789

PARCEL 4:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 13 WEST, IN V. BEAUDRY'S MOUNTAINS, AS PER MAP RECORDED IN BOOK 36 PAGES 67 TO 71 INCLUSIVE OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED (STATE PARCEL 47840) RECORDED JANUARY 27, 1970 IN BOOK D4616 PAGE 861 OF OFFICIAL RECORDS IN SAID OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED WITH THE GENERAL NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED DECEMBER 20, 1960 AS INSTRUMENT NO. 1385 IN BOOK D1069 PAGE 778 OF SAID OFFICIAL RECORDS, THENCE ALONG SAID WESTERLY LINE, NORTH 00° 32' 22" WEST, 144.55 FEET; THENCE SOUTH 82° 59" 47' EAST 69.82 FEET; THENCE SOUTH 83° 09' 40" EAST, 261.96 FEET TO THE EASTERLY LINE OF SAID FIRST DESCRIBED LAND; THENCE ALONG SAID EASTERLY LINE, SOUTH 00° 32' 22" EAST, 174.88 FEET TO SAID GENERAL NORTHERLY LINE; THENCE WESTERLY ALONG SAID GENERAL NORTHERLY LINE TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 2562-006-009 2572-026-040-41-42

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Exhibit "K"

Copy of Rufus Rhoades, Lee Mansdorf, Whitebird Inc., Walkemplue Trust "Accommodation Agreement"

AGREEMENT

THIS AGREEMENT is made and entered into to be effective as of April 2, 1996, by and between SUSAN P. RHOADES, TRUSTEE OF THE WALKENPLUE TRUST ("Trustee"), LEE MANSDORF, individually and in his capacity as TRUSTEE OF THE MANSDORF FAMILY TRUST ("Lee") and RUFUS V. RHOADES ("Rhoades").

RECITALS

A. Lee acknowledges that Lee owes certain sums of money to Trustee (the "Debt"). Lee has previously made payments to Trustee to reduce the Debt, such that the amount of the Debt that remains outstanding as of the date hereof is $850,000. Susan P. Rhoades and Rhoades are husband and wife.

B. Lee has requested that Rhoades act as an accommodator (or the nominal party in interest) to assist Lee in the acquisition of certain vacant property located in Los Angeles County, California (the "Vacant Land") from Protective Equity Trust No. 92, Protective Equity Trust No. 96, Protective Equity Trust No. 104, and Protective Equity Trust No. 105 (individually and collectively, "PET") pursuant to a Purchase Agreement and Escrow Instructions (the "PET Purchase Agreement"). Lee has additionally requested, and Rhoades has agreed, to execute (as the nominal party in interest) a Purchase Agreement and Escrow Instructions (the "Whitebird Purchase Agreement") by and between Rhoades, as agent for Lee as Trustee for the Mansdorf Family Trust, as Seller, and Whitebird Inc., a Nevada corporation ("Whitebird"), as Buyer. It is intended that title to the Vacant Land shall be direct deeded from PET to Whitebird, as the ultimate buyer of the Vacant Land.

C. To accomplish the acquisition of the Vacant Land, and its subsequent disposition to Whitebird, Lee has requested, and Rhoades has agreed to execute (as the nominal party in interest) certain Sale Escrow Instructions, identified as Escrow No.: 50662 (the "PET Escrow Instructions"), and certain Sale Escrow Instructions, identified as Escrow No.: 50664 (the "Whitebird Escrow Instructions").

D. Lee anticipates that, after payment of all costs and expenses, including, without limitation, payment of the purchase price of the Vacant Land and payment of certain brokerage fees, net proceeds (the "Net Proceeds") from the acquisition and subsequent disposition of the Vacant Land will be achieved.

E. The parties wish to document that Lee has requested and Trustee has agreed to exchange a portion of the Debt equal to the Net Proceeds (the "Exchanged Debt") (which the parties anticipate will be no less than $750,000) for all of Lee's right, title and interest in and to the Vacant Land evidenced by the PET Purchase Agreement and PET Escrow Instructions, and the Whitebird Purchase Agreement and the Whitebird Escrow Instructions (collectively, the "Vacant Land Interest"). Lee acknowledges the possibility that the Net Proceeds will not fully repay the Debt, and therefore desires herein to agree that any remaining portion of the Debt not exchanged for the Vacant Land Interest will remain due and payable to Trustee.

F. The parties desire herein to reflect Rhoades' agreement to act as an accommodator (or the nominal party in interest) on Trustee's behalf in connection with the Vacant Land Interest, including without limitation, execution of all documents in connection therewith. The parties further desire to reflect that, to induce Trustee to agree to exchange the Exchanged Debt for the Vacant Land Interest, Lee has agreed that Lee's existing indemnification of Rhoades in connection with the transaction shall remain unmodified by Rhoades' agreement to act as Trustee's agent in connection with the Vacant Land Interest.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exchange of Exchanged Debt for Vacant Land Interest. Lee hereby transfers, sets over and assigns to Trustee all of Lee's right title and interest in the Vacant Land Interest and Trustee hereby transfers, sets over and assigns to Lee all of Trustee's right, title and interest in the Exchanged Debt. Trustee agrees to execute such documentation as Lee may reasonably require to reflect the reduction in the Debt by the Exchanged Debt.

2. Rhoades To Act As Trustee's Agent. Lee hereby releases Rhoades from his duties as Lee's agent in connection with the Vacant Land Interest. Trustee hereby engages Rhoades to act as her agent in connection with the Vacant Land Interest, including execution as her agent (or nominal party in interest) of documents necessary to consummate the transactions contemplated by the PET Purchase Agreement and PET Escrow Instructions and the Whitebird Purchase Agreement and Whitebird Escrow Instructions. Rhoades hereby agrees to act as Trustee's agent (or nominal party in interest) in connection with the Vacant Land Interest as herein provided. To induce Trustee to exchange the Exchanged Debt for the Vacant Land Interest, Lee agrees to indemnify, defend and hold Rhoades harmless from any losses or liabilities arising out of or in connection with the Vacant Land Interest to the same extent as if Rhoades were acting as Lee's agent rather than Trustee's agent. In that regard, Lee hereby reaffirms the indemnification Lee previously provided to Rhoades, and agrees that it is not diminished by Rhoades' agreement to act as Trustee's agent.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same

instrument, and may be executed by facsimile with the same force and effect as original execution.

4. Recitals. Each of the recitals is incorporated herein by this reference. Trustee is acting solely in her capacity as Trustee of the Walkenplue Trust and not in her individual capacity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Lee Mansdorf, individually and
Lee Mansdorf as Trustee of the
Mansdorf Family Trust

Susan P. Rhoades

Susan P. Rhoades as Trustee of
the Walkenplue Trust

Rufus V. Rhoades

Rufus V. Rhoades

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Exhibit "L"

Copy of Waiver of Conflict of interest and fiduciary duty, "Broker Agreement" between Lee Mansdorf, Whitebird Inc., Richard Percell and Rufus Rhoades.

Escrow # 50664

AMENDMENT TO ESCROW INSTRUCTIONS

The following amendment is between Buyer and Seller and does not concern or affect in any way the rights and duties of the escrow holder.

Buyer and Seller acknowledge that the Property is unimproved real property which Buyer intends to improve and develop. Buyer and Seller acknowledge that, except as to the warranties of clear title as set out in Paragraph 6 of the Agreement, Seller makes no warranty regarding the Buyer's ability to obtain the approvals and entitlements necessary to improve and develop the Property. Buyer and Seller acknowledge that the Buyer will expend sums of money for architects, engineers, attorneys and consultants in attempting to obtain the entitlements and approvals for the improvement and development of the Property and that Buyer assumes the entire risk of all the contingencies necessary for the development and improvement of the Property. Seller acknowledges that Seller has had the advice of counsel in the negotiating and executing the Agreement and Escrow Instructions, is fully aware of the risks and contingencies to which Buyer will be exposed in its development and improvement of the Property, and Seller, because of those risks and contingencies, has voluntarily agreed upon the purchase price for the Property and entered into the Agreement and Escrow Instructions.

Buyer and Seller also acknowledge that Richard Percell has been acting on behalf of Buyer and Seller in arranging the purchase of the Property. Buyer acknowledges that Percell has acted as a finder for Seller in arranging for the sale of Property. Buyer acknowledges that Percell does not speak for or have any authority to represent or bind Seller. Buyer hereby assures Seller that Buyer is not relying in any manner on any statements, claims or representation that Percell may have made to Buyer or anyone related to or connected with Buyer. Seller acknowledges that Percell has performed work for Buyer in the past and intends to continue to perform work on behalf of the Buyer in the future. All parties, with full knowledge of Percell's connection to the other party, consent to Percell's involvement, and waive and release Percell from any and all claims of any kind relating to any actual or claimed conflict of interest or actual or claimed fiduciary duty arising out of Percell's involvement.

April 30, 1996

Whitebird, Inc.,
A Nevada Corporation

BY: Linda Thomas

ITS: President

Rufus Rhoades

Richard Percell

Guillermo (Bill) Morgan

Lee Mansdorf

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TOTAL P.03

Exhibit "M"

Copy of the April 24th, 1997 and April 25th, 1997 agreement letters between Rufus Rhoades and attorney J. Peter Gyben representing Whitebird Inc.
Lee Mansdorf quitclaims APN 2561-007-012 and is supposed to receive quitclaims for APN 2572-026-040, APN 2572-026-041 APN 2572-026-042 subject to separate transaction of exchange of La Tuna Canyon property which Janice McClanahan erroneously claimed ownership to in her lawsuit against Harry Mansdorf. Lee performed but Whitebird did not.

How does McClanahan have ownership if Whitebird Inc. failed to transfer the property back to Lee Mansdorf or the Mansdorf Family Trust until after the 2003 escrow?

LAW OFFICE OF

J. PETER GYBEN

5000 BIRCH STREET

EAST TOWER · SUITE 440

NEWPORT BEACH, CALIFORNIA 92660

TELEPHONE
(714) 757-1050

FACSIMILE
(714) 757-0640

April 24, 1997

Rufus v. Rhoades, Esq.
633 W. Fifth Street
Twentieth Floor
Los Angeles, California 90071

Re: La Tuna

Dear Rufus:

This will confirm our conversation of this afternoon wherein I, on behalf of Whitebird, Inc., represented to you the following:

1. Based on your client, Pam Land Co., executing a quitclaim deed to Whitebird of the 3.8 acre parcel (APN 2561-007-012), Whitebird, after close of escrow for the loan on the La Tuna property, will in turn execute a quitclaim deed of the same parcel back to Pam Land Co. or to whichever entity designated by you or Mr. Mansdorf. Whitebird will also use its best efforts to obtain a release of the lien on that parcel after close of escrow

2. Whitebird will also execute a quitclaim deed to Mr. Mansdorf of the following parcels:
-APN 2572-026-040
-APN 2572-026-041
-APN 2572-026-042

Thank your customary courtesy and cooperation in this matter.

Sincerely,

Law Office of J. Peter Gyben

J. Peter Gyben

LAW OFFICE OF
J. PETER GYBEN
5000 BIRCH STREET
EAST TOWER · SUITE 440
NEWPORT BEACH, CALIFORNIA 92660

TELEPHONE
(714) 757-1950

FACSIMILE
(714) 757-0646

April 25, 1997

Rufus v. Rhoades, Esq.
633 W. Fifth Street
Twentieth Floor
Los Angeles, California 90071

Re: La Tuna

Dear Rufus:

Enclosed is a quitclaim deed which I prepared last night. Please review carefully the legal description to ensure that it is correct. I understand from Kathy Jennings at Continental that the quitclaim deed prepared and executed by Mr. Mansdorf yesterday afternoon is probably acceptable. If so, it will not be necessary for Mr Mansdorf to execute another deed.

I also understand from our conversations of this morning that Continental requires a corporate resolution from Pam Land Co. authorizing Mr. Mansdorf to execute such a deed on behalf of the corporation. You informed me that you would prepare the resolution and get it to Continental this afternoon after I assured you that it was not necessary to receive it this morning.

Thank you again for your courtesy and cooperation in this matter

Sincerely,

Law Office of J. Peter Gyben

J. Peter Gyben

Exhibit "N"

Copy Las Vegas Nevada Recorder's Office property records showing Janice McClanahan does not have a recorded instrument/deed indicating ownership for the property she sued Harry Mansdorf over in

LASC Case No. BC363659,

JANICE MCCLANAHAN vs. HAROLD MANSDORF ET AL.

Search Results

You searched under: Ownership, for: McClanahan Janice, with the document types of: Ownership Documents, between: 1/1/1900 and 4/8/2012

Records found: 20

Refresh

Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
From	MCCLANAHAN, JANICE	ALTMAN, MITCHELL B	199205280001238	DEED		5/28/1992 12:32:57 PM			$0.00
From	MCCLANAHAN, JANICE	ALTMAN, MITCHELL B	199310070000376	DEED		10/7/1993 8:00:00 AM			$0.00
To	MCCLANAHAN, JANICE EE	MAYHEW, JUDITH G	199611210001524	DEED		11/21/1996 3:09:45 PM	138-17-111-066		$120,000.00
From	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE EE	199812310000129	DEED		12/31/1998 8:00:02 AM			$0.00
To	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE EE	199812310000129	DEED		12/31/1998 8:00:02 AM			$0.00
To	MCCLANAHAN, JANICE	FRAUMENI PHYLLIS L	200012080001219	DEED		12/8/2000 2:15:01 PM	178-08-816-003		$165,000.00
To	MCCLANAHAN, JANICE	MCCLANAHAN, JANICE EE	200208270002317	DEED		8/27/2002 3:28:51 PM	138-17-111-066		$0.00
From	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE	200208270002317	DEED		8/27/2002 3:28:51 PM	138-17-111-066		$0.00
To	MCCLANAHAN, JANICE EE	MCCLANAHAN JANICE	200208280000417	DEED		8/28/2002 9:02:20 AM	138-17-111-066		$0.00
From	MCCLANAHAN, JANICE	MCCLANAHAN JANICE EE	200208280000417	DEED		8/28/2002 9:02:20 AM	138-17-111-066		$0.00
From	MCCLANAHAN, JANICE	MCCLANAHAN JANICE EE	200304030003264	DEED		4/3/2003 3:24:16 PM	138-17-111-066	rerecord	$0.00
To	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE	200304030003761	DEED		4/3/2003 3:24:18 PM	138-17-111-066	rerecord	$0.00
From	MCCLANAHAN, JANICE	YAMAGUCHI BARBARA T	200506290006040	DEED		6/29/2005 3:24:19 PM	178-08-816-003		$342,000.00
To	MCCLANAHAN, JANICE	STEIN, RICHARD	200507010002726	DEED		7/1/2005 11:34:07 AM	175-16-610-032		$323,000.00
To	MCCLANAHAN, JANICE	MCCLANAHAN, JANICE EE	200507220004766	DEED		7/22/2005 2:26:05 PM	138-17-111-066		
From	MCCLANAHAN, JANICE	MCCLANAHAN JANICE EE	200507220004768	DEED		7/22/2005 2:26:05 PM	138-17-111-066		

000672

From	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE	200507220004766	DEED	7/22/2005 2:26:05 PM	138-17-111-066
To	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE	200507220004768	DEED	7/22/2005 2:26:05 PM	138 17 111-066
From	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE EE	200603090004358	DEED	3/9/2006 3:45:27 PM	138-17-111-066
To	MCCLANAHAN, JANICE EE	MCCLANAHAN, JANICE EE	200603090004358	DEED	3/9/2006 3:45:27 PM	138-17-111-066

Exhibit "O"

Copy of Los Angeles County Recorded Instrument No. 97 739706
QUITCLAIM DEED
Lee Mansdorf (Pam Land Co)
Grants Deed To
Whitebird Inc. a Nevada Corporation

RECORDING REQUESTED BY

5097255-39

97 739706

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO

Name Whitebird Inc.
Street 301 Commerce Street
Suite 3000
City & State Fort Worth, Texas 76102

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
MAY 16 1997 AT 8 A.M.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

FEE $30	F
A.F.N.F. 94	2

APN No. 2561 - 007 - 010 + 012 Title No. \ Escrow No.

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ Ø CITY TAX $
computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale.
Unincorporated area: City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PAM LAND CO

hereby remise, release and forever quitclaim to

WHITEBIRD INC., A NEVADA CORP.

"The value of the property in this conveyance, exclusive of liens and encumbrances is $100 or less, and there is no additional consideration received by the grantor, R & T 11911."

the following described real property in the

County of LOS ANGELES , State of California: SEE ATTACHED

Dated APRIL 24, 1997

Pam Land Co.

Lee Mansdorf, President

State of California
County of Los Angeles } ss.
On 4-24-97 before me, Angela Diaz (here insert name) Notary Public
personally appeared Lee Mansdorf
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

ANGELA DIAZ
Comm. #1055685
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. April 12, 1999

Signature Angela Diaz

(this area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

000675

1 2

the following described real property in the City of Los Angeles, County of Los Angeles, State of California:

That portion of Lot 203 of the Western Empire Tract, in the County of Los Angeles, State of California as per Map recorded in Book 18, Pages 162 and 163 of Maps, in the Office of the County Recorder of said County, which lies Southwesterly of the Southwesterly line of the land described as Parcel 47831-1 in the Final Decree of Condemnation entered in the Los Angeles County Superior Court, Case No. NC C-87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records

97 739706

Exhibit "P"

Copy of Los Angeles County Recorded Instrument No. 04 0938889
CORPORATION GRANT DEED
Whitebird Inc., A Nevada Corporation
Grants To
Harry Mansdorf Trustee of The Mansdorf Family Revocable Trust
Describes 4 Parcels, Identifying 3 Parcels

1] APN: 2562 026 040
2] APN: 2562 026 041
3] APN: 2562 026 042

This page is part of your document - DO NOT DISCARD

04 0938889

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
04/19/04 AT 08:00am

TITLE(S) : DEED

LEAD SHEET

FEE

FEE $33	O
A.F N F. 94	3

D.T

NOTIFICATION SENT-$4

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

2562-026-040

003

000678

THIS FORM NOT TO BE DUPLICATED

4/19/04

LAWYERS TITLE

RECORDING REQUESTED BY
Lawyers Title Company
WHEN RECORDED MAIL THIS DOCUMENT
AND TAX STATEMENTS TO:

Harry Mansdorf Trustee, Trustee
811 North Alta Drive
Beverly Hills, CA 90210

04 0938889

APN. 2562-~~006-009~~ 26-40, 41, 42
Escrow No. 02001297-200-MM1
Title No 2001297-70

Space above this line for Recorder's use

CORPORATION GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $_NONE – CORRECTION DEED R & T 11911_, CITY TAX $ 0.00
X computed on full value of property conveyed, OR
computed on full value less value of liens or encumbrances remaining at time of sale
unincorporated area   City of Los Angeles, AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

WHITEBIRD, INC , a Nevada Corporation

a CORPORATION organized and existing under the laws of the State of Nevada hereby GRANT(S) to

HARRY MANSDORF, TRUSTEE OF THE MANSDORF FAMILY REVOCABLE TRUST DATED JULY 13, 2001

the following described real property in the City of Los Angeles County of Los Angeles, State of California

See Exhibit A attached hereto and made a part hereof.

Commonly known as Vacant Land, Los Angeles, CA

Dated December 19, 2003

WHITEBIRD, INC

BY Linda Thomas

ITS President

STATE OF Texas

COUNTY OF Tarrant SS:

On April 15, 2004, before me, Susan McKinney Notary Public, personally appeared Linda Thomas personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature Susan McKinney

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS AS DIRECTED ABOVE

000679

4/19/04

3

Exhibit A

All that certain real property situated in the County of Los Angeles, State of California, described as follows

Parcel 1

That portion of the northeast one-quarter of fractional section 25, township 2 north, range 14 west, in V. Beaudry's Mountains, in the city of los Angeles, state of California as per map recorded in book 36 pages 67 to 71 inclusive of miscellaneous records, in the office of the county recorder of said county, described as follows.

Beginning at a point in the northerly line of a strip of land 84 00 feet wide, described in the deed to the city of los Angeles, recorded on February 6, 1958 as instrument no 28, described in parcel 47837-1, amended in the final decree of condemnation entered in superior court of los Angeles county, case no NC C 87878, a certified copy of which was recorded on may 3, 1976 as instrument no 2743, of official records, in the office of the county recorder, thence north 15° 59' 50" west 115 76 feet; thence north 24° 11' 56" east, 270 80 feet, thence north 84° 48' 20" east, 243 10 feet, thence north 79° 58' 52" east, 762 91 feet to the east line of said Section 25, thence along said east line south 0° 32' 22" east, 196 06 feet to the northerly line of said strip of land 84.00 feet wide, thence along said last mentioned northerly line, south 73° 33' 39" west, 1,120 00 feet to the point of beginning

Except therefrom, that portion lying southerly of the northerly line of la tuna canyon road, 60 00 feet wide as shown on county surveyor's map no B-725, on file in the office of the county engineer of said county

Also except therefrom that portion of said land included within the land as described in parcel 47837-1 (amended) in the final decree of condemnation entered in the los Angeles county superior court, case no NC C 87878, a certified copy of which was recorded may 3, 1976 as instrument no 2743, in book d7065 page 531, official records of said county.

Parcel 2

The south half of the northwest quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on County Surveyor's Map B-725 on file on the office of the County Engineer of said county

Except that portion of said land conveyed to the City of Los Angeles, by Deed recorded December 20, 1960 as Instrument No. 1385, in Book D1069 Page 778, Official Records

Also except the northeast one-fourth of the southeast one-fourth of the northwest one-fourth of the northwest one-fourth of said section

Also except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map B-259, Sheet 2, on file in the office of the County Engineer of said county

Also except therefrom that portion of said land included within the lines of that certain strip of land, 84 00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No. 3279, in Book D5 Page 675, Official Records of said county

Also except therefrom, that portion of said land included within the land as described in Parcel 47837-1 (amended) in the Final Decree of Condemnation entered in the Los Angeles County Superior Court, Case No C87878, a certified copy of which was recorded May 3, 1976 as Instrument No. 2743, in Book D7065 Page 531, Official Records of said county

Parcel 3

The south half of the northeast quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in the City of Los Angeles, County of Los Angeles, State of California, as shown on county Surveyor's Map B-725 on file on the office of the County Engineer of said county

04 0938889

Except therefrom, that portion of said land lying southerly of the northerly line of La Tuna Canyon Road, as shown on County Surveyor's Map No B-259, Sheet 2, on file in the office of the County Engineer of said county

Also except therefrom that portion of said land included within the lines of that certain strip of land 84 00 feet wide, described in the Deed to the City of Los Angeles, recorded on February 6, 1958 as Instrument No 3279, in Book D5 Page 675, Official Records of said county

Also except therefrom, that portion of said land included within the land as described in Parcels 47837-1 (amended), 47837-1, 49264 and 56121, in the Final Decree of Condemnation, entered in the Los Angeles County Superior Court Case No NC C87878, a certified copy of which was recorded May 3, 1976 as Instrument No 2743, in Book D7065 Page 531, Official Records of said county

Parcel 4

That portion of the northeast quarter of the southeast quarter of the northwest quarter of the northwest quarter of Section 30, Township 2 North, Range 13 West, in V Beaudry's Mountains, as per Map recorded in Book 36 Pages 67 to 71 inclusive of Miscellaneous Record Maps, in the office of the County Recorder of said County, described in Deed (State Parcel 47840) recorded January 27, 1970 in Book D4616 Page 861 of Official Records in said office, described as follows

Beginning at the intersection of the westerly line of the land described in said Deed with the general northerly line of the land described in the Deed recorded December 20, 1960 as Instrument No 1385 in Book D1069 Page 778 of said Official Records, thence along said westerly line, north 00º 32' 22" west, 144 55 feet, thence south 82º 59" 47' east 69 82 feet, thence south 83º 09' 40" east, 261 96 feet to the easterly line of said first described land; thence along said easterly line, south 00º 32' 22" east, 174 88 feet to said general northerly line, thence westerly along said general northerly line to the point of beginning

Exhibit "Q"

November 29th. 2010
Statement of Decision by Honorable Charles Palmer
Currently sitting Judge in Department 33 of this Courthouse
LASC Case No. BC385946,
HARRY MANSDORF vs. MICHELE GIACOMAZZA ET. AL.

ORIGINAL FILED
AUG 03 2009
LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HARRY MANSDORF, etc., et.al. Plaintiffs, vs. MICHELE GIACOMAZZA, et.al. Defendants	Case No. BC 385946 Statement of Decision

The bench trial of the equitable causes of action in the above-captioned matter commenced on April 28, 2009 and concluded, with various recesses, on May 29, 2009 before the Honorable Charles F. Palmer in Department 33 of this court. Attorneys John C. Torjesen and Paul Orloff appeared on behalf of plaintiffs Harry Mansdorf and the Mansdorf Family Trust. Attorney Michael L. McQueen appeared on behalf of defendants Michele V. Giacomazza, Kathryn Gatto, Joint Venture Corp., Joint Venture, LLC, Malibu Hills Ranch, Inc., Malibu Hills Ranch Corp., and United American Engineering & Development (the "Giacomazza Defendants"). Plaintiff Harry Mansdorf and defendants Michele Giacomazza and Kathryn Gatto each attended the trial.

The court, having heard the testimony and the arguments of counsel and having reviewed the exhibits and legal briefing, finds the following facts by a preponderance of the evidence and makes the following decision and analysis.

Tentative Decision

Judgment on the Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of Action is in favor of plaintiffs Harry Mansdorf, individually and as Trustee of the Mansdorf Family Trust and against defendants Michele Giacomazza, Kathryn Gatto, Joint Venture LLC, Joint Venture Corp., Malibu Hills Ranch, Inc., and Malibu Hills Ranch Corp., and United American Engineering & Development.

Analysis

1. The Mansdorf Family Trust (the "Trust") was established in approximately 1967. Lee Mansdorf ("Lee"), one of four Mansdorf siblings, was the Trustee of the Trust from that time until his death on June 27, 2003. It appears uncontested that the Trust was initially funded with the proceeds of the sale of a portion of the stock in the Mansdorf family aviation business. Over the next approximately 40 years, the Trust, acting through its trustee Lee, acquired and sold real property in various locations in Southern California. Among these properties were (1) multiple parcels of real property located north of Malibu in Ventura County, sometimes referred to as Deer Creek, and generally referred to in this litigation at the "Malibu Properties" and, (2) the Mansdorf family home in Beverly Hills, located on Alta Drive (the "Alta Property"). In addition to the Malibu Properties and the Alta Property, the Mansdorf Family Trust acquired and sold other properties. Among these other properties were approximately 1,000 acres in the San Fernando Valley and property in La Tuna Canyon.

2. The Malibu Properties and the Alta Property are the principal subject of the equitable causes of action in this case. Exhibits 92 through 114 are the recorded deeds which show the acquisition of title to the Malibu Properties by the Trust.

3. On June 27, 2003, Lee died. His brother plaintiff Harry Mansdorf ("Harry") became the trustee of the Trust.

4. The deeds which were admitted into evidence as Exhibits 41, 42, 49, 50, and 52 and are dated January 11, 2005, April 13, 2007, May 17, 2004, May 12, 2006, and December 6, 2004, respectively (collectively, the "Malibu Transfer Deeds"), purport to reflect the transfer of title to the Malibu Properties from the Trust to defendant Malibu Hills Ranch Corporation, a Nevada corporation (Exhibits 41), defendant Malibu Hills Ranch, Inc., a Nevada corporation (Exhibit 42), or defendant Joint Venture Corp, a Nevada corporation (Exhibits 49, 50, and 52). At all relevant times, defendant Michele Giacomazza ("Michele") has owned and controlled each of Malibu Hills Ranch Corporation, Malibu Hills Ranch, Inc., Joint Venture Corp., Joint Venture LLC, and United American Engineering & Development. Michele testified at trial that each of these entities was "basically" him. None of these entities ever had any assets; none of them ever had any corporate meetings.

5. Three of the Malibu Transfer Deeds on their face appear to have been signed on behalf of the Trust by Harry (Exhibits 41, 42, and 50); two appear to have been signed by defendant Michele (Exhibits 49 and 52) as "attomey in fact for Harry Mansdorf", who is identified on those deeds as Trustee of the Mansdorf Family Trust. Harry signed a power of attorney purporting to appoint Michele as his attorney in fact which is dated October 8, 2004 (Exhibit 48). It should also be noted that Exhibit 50 purports to transfer

the property it describes from The Lee Mansdorf Family Trust, as opposed to the Mansdorf Family Trust.

6. The deed which was admitted into evidence as Exhibit 51, dated October 28, 2004 (the "Alta Transfer Deed"), purports to reflect the transfer of title to the Alta Property from the Trust to Joint Venture LLC. The Alta Tranfer Deed was signed by Harry on behalf of the Trust. The deed which was admitted into evidence as Exhibit 56, dated August 16, 2006, purports to reflect the transfer of title to the Alta Property from Joint Venture LLC to defendant Kathryn Gatto ("Kathryn"). Exhibit 56 was signed by Kathryn Gato as President of Joint Venture Corp. The notary's acknowledgment indicates Exhibit 56 was signed by Kathryn on August 20, 2006. The deed which was admitted into evidence as Exhibit 57, dated August 17, 2006, purports to reflect the transfer of title of the Alta Property from Kathryn to Kathryn and Michele as joint tenants. Exhibit 57 was signed by Kathryn. The notary's acknowledgement indicates Exhibit 57 was signed by Kathryn on August 20, 2006, the same day as Exhibit 56.

7. On April 13, 2004, Michele, as President of United American Engineering & Development caused to be recorded with the Ventura County Recorder a "Mechanics Lien Claim of Lien" (Exhibit 17) against the Malibu Properties asserting that $600,000 was due to United American Engineering & Development for labor and services performed on the Malibu Properties (the "$600,000 Mechanics Lien").

8. On October 4, 2004, Michele, as President of United American Engineering & Development caused to be recorded with the Ventura County Recorder a "Mechanics Lien Claim of Lien" (Exhibit 18) against the Malibu Properties asserting that $20 million was due to United American Engineering & Development for labor and services

performed on the Malibu Properties (the "20 Million Mechanics Lien"). On December 9, 2004, Michele, as President of United American Engineering & Development caused to be recorded with the Ventura County Recorder a "Mechanics Lien Claim of Lien" (Exhibit 19) against the Malibu Properties asserting that $95 million was due to United American Engineering & Development for labor and services performed on the Malibu Properties (the "95 Million Mechanics Lien").

9. Prior to Lee's death, Harry had never met Michele. A day or two after Lee's death, Harry was approached by Michele who represented to Harry that he was a friend of Lee's and that Lee owed Michele $7million and that Michele had an agreement with Lee to transfer the Malibu Properties and the Alta Property to Michele in satisfaction of that debt.

10. In the ensuing months and years, Michele proceeded to pressure, threaten, and intimidate Harry in efforts to get Harry to transfer the Malibu Properties and the Alta Property to Michele. In particular, Michele threatened the lives of Harry, his wife, and his surviving brother and sister. In addition, Michele recorded the $600,000 Mechanics Lien against the Malibu Properties on April 13, 2004, the $20 Million Mechanics Lien on October 4, 2004, and the $95 Million Mechanics Lien on December 9, 2004. These mechanics liens were not authorized under the law and had the effect of applying additional pressure to Harry in that they clouded the title of the Malibu Properties so they could not be sold to generate needed cash for living expenses. Michele also intruded into Harry's life on an almost daily basis, demeaning him and ordering him around.

11. Thereafter, the Malibu Transfer Deeds and the Alta Transfer Deed and the power of attorney appointing Michele as Harry's attorney in fact were executed by Harry or Michele as described in Paragraphs 4 and 5, above.

12. At trial, Michele testified that the basis for his claim that he is the rightful owner of the Malibu Properties and the Alta Property was a purported agreement in the early or mid-1970's between Lee and Michele to become partners in the development of the Malibu Properties and that Lee was to give Michele a 50% ownership interest in the Malibu Properties as consideration for Michele's efforts on behalf of the purported partnership. At trial, Michele also testified that Lee had obtained a $7 million loan using unidentified real property owned by Michele as collateral and that Michele lost his property when Lee defaulted on the loan. No documentation of this transaction was offered by Michele or admitted into evidence.

13. Based on the evidence admitted at trial, the court's observations of Michele while testifying, the testimony of other witnesses, Michele's apparent difficulties in recalling key details in events, the inconsistencies in his testimony, and the inconsistencies between his testimony and that of other witnesses and various documents, the court found Michele not to be a credible witness. As a result, the court finds that there was no partnership agreement between Lee and Michele whereby Lee agreed to give Michele a 50% interest or any interest in any of the properties held by the Trust. Among the bases for this determination are the following:

--Michele was only able to describe a few things of relatively little value which he had done on behalf of the purported partnership over the nearly thirty years it purportedly existed and was generally unable to recall any specific details of his efforts.

--None of Michele's asserted efforts on behalf of the purported partnership appears to have been substantial, to have substantially advanced the interests of the partnership, or to have produced any significant benefit to the purported partnership.

--Credible third-party witnesses, including Gin Wong and Richard Purcell, who were intimately involved in working with Lee over a long period of time on the development of the Malibu Properties had never heard Lee mention Michele and never met Michele prior to Lee's death.

--Harry testified that Lee had never mentioned Michele to him and Harry, himself, had never met Michele prior to Lee's death.

--There were multiple inconsistencies in Michele's testimony at trial as to the dates various events occurred, including, among other things, when his purported agreement with Lee was entered into and what its terms were.

--Michele offered no credible explanation for why none of the Malibu Properties or the Alta Property was transferred to Michele during the approximately thirty years that the purported partnership existed, prior to Lee's death.

--There was a paucity of evidence concerning the expertise, skills, or background of Michele in the development of real property which would explain why Lee would have given Michele a fifty percent ownership interest in the Malibu Properties and the Alta Property for no financial consideration.

14. Civil Code section 1575 defines undue influence as follows:

"Undue influence consists:

1. In the use, by one in whom a confidence is reposed by another, or who holds a real or apparent authority over him, of such confidence or authority for the purpose of obtaining an unfair advantage over him;

2. In taking an unfair advantage of another's weakness of mind; or,

3. In taking a grossly oppressive and unfair advantage of another's necessities or distress."

15. "Undue influence…is a shorthand legal phrase used to describe persuasion which tends to be coercive in nature, persuasion which overcomes the will without convincing the judgment. [Citation omitted] The hallmark of such persuasion is high *pressure*, a pressure which works on mental, moral, or emotional weakness to such an extent that it approaches the boundaries of coercion." *Odorizzi v. Bloomfield School District* (1966) 246 Cal.App.2d 123, 130-131.

16. Based upon the evidence admitted at trial, the court's observations of Harry while testifying, and the testimony of other witnesses, the court found Harry to be a more credible witness than Michele.

17. The court finds that the execution of the Malibu Transfer Deeds, the Alta Transfer Deed, and the Power of Attorney by Harry to be the result of undue influence exerted upon Harry by Michele through threats, misrepresentations, intimidation, bullying, and fraud and that the transfers of the Malibu Property and the Alta Property were without adequate consideration and must be rescinded and unwound.

18. The court further finds that there is no legal or factual basis for the liens imposed by the $600,000 Mechanics Lien, the $20 Million Mechanics Lien, or the 95 Million Mechanics Lien and that they must be cancelled.

19. Defendants have asserted that Harry and the Trust are barred by the doctrines of judicial estoppel and equitable estoppel from asserting that the transfers of the Malibu Properties and the Alta Property were invalid or improper based upon the positions taken by Harry or the Trust in connection with three matters: (1) a "protest" of proposed adjustments regarding the estate tax to be paid in connection with the Estate of Norman Mansdorf (see Exhibit 596) (the "Estate Tax Protest"); (2) a declaration signed by Harry which was filed in support of a motion to dismiss in *Lee Mansdorf, et.al. v. Michele Giacomazza, et.al.*, Case No. BC366206 of the Los Angeles Superior Court (See Exhibit 520) (the "Motion to Dismiss"), and . (3) deposition testimony of Harry in a case pending in the Ventura County Superior Court referred to in this trial as the "Cingular Wireless" case.

20. Judicial estoppel applies when "(1) the same party has taken two positions; (2) the positions were taken in judicial or quasi-judicial administrative proceedings; (3) the party was successful in asserting the first position (i.e., the tribunal adopted the position or accepted it as true); (4) the two positions are totally inconsistent; and (5) the first position was not taken as a result of ignorance, fraud, or mistake." *Jackson v. County of Los Angeles* (1997) 60 Cal.App.4th 171, 183.

21. "A party may invoke equitable estoppel to prevent his opponent from changing positions if (1) he was an adverse party in the prior proceeding; (2) he detrimentally relied upon his opponent's prior position; and (3) he would now be prejudiced if a court permitted his opponent to change positions." *Jackson v. County of Los Angeles, supra*, 60 Cal.App.4th at 183 (quoting and relying upon *Precluding*

Inconsistent Statements: The Doctrine of Equitable Estoppel (1986) 80 Nw. U. L.Rev 1244, 1248-49.

22. With respect to the Estate Tax Protest, judicial estoppel does not apply because the evidence at trial was that the Internal Revenue Service did not adopt the position asserted by Harry and the Trust in that proceeding. David Roth, the tax lawyer who represented the Norman Mansdorf estate testified that Harry and the Trust were unsuccessful in convincing the Internal Revenue Service to adopt the position as to which Michele seeks to invoke judicial estoppel. Equitable estoppel does not apply to the Estate Tax Protest because Michele was not an adverse party in the matter. He was not a party at all.

23. With respect to the Motion to Dismiss, judicial estoppel does not apply because the evidence at trial established that the positions taken in Harry's declaration were the result of Michele's fraud and undue influence, including Michele's threats against Harry and Harry's wife, his misrepresentations regarding Lee's agreement to give him a 50 % interest in the real property owned by the Trust, and the recording of mechanic's liens on the Malibu Properties. Moreover, the positions taken in Harry's declaration were not "totally inconsistent" with his testimony at trial.

24. With respect to the Motion to Dismiss, equitable estoppel does not apply because Michele was not an adverse party to Harry from the time Harry became aware of the litigation and filed the Motion to Dismiss. Indeed, the Motion to Dismiss sought, among other things, the dismissal of the action as to Michele, something definitely in his interest.

25. With respect to Harry's deposition testimony in the Cingular Wireless case, Michele has failed to establish the factual basis for judicial estoppel. There is insufficient showing that Harry was successful in asserting any position in the Cingular Wireless case or even what the issues in that case are. There is no evidence that that litigation has been completed or that the court in which it is pending has rendered any final rulings or that it adopted Harry's position or accepted it as true.

26. With respect to Harry's deposition testimony in the Cingular Wireless case, Michele has failed to establish the factual basis for equitable estoppel. There is no showing that Michele was an adverse party in the prior proceeding; there is no showing that Michele detrimentally relied upon Harry's position in the Cingular Wireless case, or that Michele would be prejudiced if Harry was permitted to change his position.

27. Based on the foregoing, the court declares and determines that as to the Giacomazza Defendants, the Trust is the rightful holder of title to the Malibu Properties and the Alta Property and that each of the Giacomazza Defendants is declared to have no estate, right, title or interest in the Malibu Properties or the Alta Property. The Malibu Transfer Deeds and the Alta Tranfer Deed are ordered cancelled. The Malibu Transfer Deeds and the Alta Transfer Deed are ordered rescinded. The $600,000 Mechanics Lien, the $20 Million Mechanics Lien, and the $95 Million Mechanics Lien are each ordered cancelled. The court further finds and orders that each of the Giacomazza Defendants are constructive trustees with respect to each of the Malibu Properties and the Alta Property and the benefits derived from such properties which each may hold and that an accounting is appropriate to determine the extent of such benefit and to trace any proceeds of such properties.

The Clerk shall give notice by U.S. Mail

IT IS SO ORDERED.

Dated: August 3, 2009

Charles F. Palmer
Judge of the Superior Court

000694

TOTAL P.12

Exhibit "R"

Copy of Los Angeles County Recorded Instrument No. 04 2792102
QUITCLAIM DEED
Mansdorf Family Trust Harry Mansdorf Trustee
Transfers Multi-Million Dollar Beverly Hills house for $25,000 (APN 4350-001-018)
Giacomazza Claims Deed of Trust Mortgage on parcels subject to McClanahan claim
APN #'s 2562 006-009 and 2572-026-024

"TRANSFER IS PAST ON NEW TAKE OUT DEED OF TRUST MORTGAGE ON REAL PROPERTY"

This page is part of your document - DO NOT DISCARD

04 2792102

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

11:01 AM OCT 28 2004

TITLE(S) : DEED

LEAD SHEET

FEE

D.T.T

FEE $13	TT
	3

CODE
20

CODE
19 NCPF Code 19 $9

CODE
9

NOTIFICATION SENT-$4

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink. Number of AIN's Shown

4350-001-018 003

THIS FORM NOT TO BE DUPLICATED 000696

2

RECORDING REQUEST BY

04 2792102

WHEN RECORDED MAIL TO

NAME Michele V. Giacomazzi A

MAILING ADDRESS P.O. Box 6815

CITY, STATE ZIP CODE Thousand Oaks CA 91359

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Quit Claim Deed

~~4350-001~~ 4350-001-018 - 2562-006-009
2572-026-042

RA28 8/94

3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE
SHOWN BELOW, MAIL TAX STATEMENTS TO

MICHELE V. GIACOMAZZA
P.O BOX 6815
THOUSAND OAKS, CA 91359

04 2792102

ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

DOCUMENT TRANSFER TAX $ 27.50
[ ] computed on full value of property conveyed,
[ ] computed on full value of liens and encumbrances remaining at time of transfer.

Mansdorf family Trust
Harry Mansdorf Trustee

The undersigned grantor(s), for a valuable consideration, ($25,000) receipt of which is hereby acknowledge, I do hereby remise, release forever 1 therefore quitclaim Deed to Joint Venture, LLC ,4580 Paradise RD # 13 Las Vegas NV 89103

DATE 10/28/2004

The following description of real property is in the County of Los Angeles, City of Beverly Hills and in the County of ~~[illegible]~~ Los Angeles County, State of California, in the State of California,
SEE EXHIBIT "A" Los Angeles County, ~~[illegible] County~~ ATTACHED HERETO AND INCORPORATED BY REFERENCE OF COUNTY ASSESSOR'S PARCEL NUMBERS FROM BOTH COUNTY(S) FOLLOWING.

EXHIBIT "A"

TRANSFER IS past ON NEW TAKE-OUT DEED OF TRUST Mortgage ON Real Property

LOS ANGELES COUNTY
4350-001-018
2562-006-005
2574-026-042

Executed on 10/28 2004 at Newhall, Ca.
(City and State)

Party(s) granting. x Harry Mansdorf
HARRY MANSDORF

Witness (a) ______________________

Witness (b) ______________________

State Of California
COUNTY OF Los Angeles
On this 28 day of OCT in the year 2004 ___ before me
The undersign, Notary Public in and for said State, personally appeared
Party(s) to or witness(s) to signing of this document (Quitclaim Deed)

HARRY MANSDORF

[ ] Personally known to me [X] (or proved to me
On that basis with satisfactory evidence, to be the person(s)
Whose name is subscribed to the within instrument and
Acknowledged to me that he executed it or were witness(s)
To the execution of the signing to this instrument

[illegible] VENOOSIAN
Commission # 1419061
Notary Public - California
Los Angeles County
My Comm. Expires May 20, 2007

Witness my hand and official seal

Mail Tax Statement to: MICHELE V GIACOMAZZA P O BOX 6815 THOUSAND OAKS CA 91359

000698

Exhibit "A"

Lot 2 of tract No. 7954 in the City of Beverly Hills as per map Recorded in Book 113, Page 70 and 71 of map in the office of the County Records office of said County

Exhibit "S"

Trial testimony of Janice McClanahan in
LASC Case No. BC385946,
HARRY MANSDORF vs. MICHELE GIACOMAZZA ET. AL.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 33 HON. CHARLES F. PALMER, JUDGE

HARRY MANSDORF, ET AL.,

PLAINTIFF(S),

VS. NO. BC 385946

MICHELE GIACOMAZZA, ET AL.,

DEFENDANT(S).

COPY

REPORTER'S PARTIAL TRANSCRIPT OF PROCEEDINGS

WEDNESDAY, MAY 6, 2009

APPEARANCES:

FOR PLAINTIFF: JOHN C. TORJESEN & ASSOCIATES, PC
BY: JOHN C. TORJESEN, ESQ.
612 NORTH SEPULVEDA BOULEVARD
2ND FLOOR
LOS ANGELES, CALIFORNIA 90049
(310) 440-0005

ORLOFF & ASSOCIATES
BY: PAUL ORLOFF, ESQ.
8402 FLORENCE AVENUE, 31
DOWNEY, CALIFORNIA 90240
(562) 572-4250

FOR DEFENDANT: LAW OFFICES OF MICHAEL L. MC QUEEN
BY: MICHAEL L. MC QUEEN, ESQ.
1000 PASEO CAMARILLO, SUITE 126
CAMARILLO, CALIFORNIA 90310
(805) 445-9751

LAUREN J. ENGEL, CSR NO. 8470
OFFICIAL REPORTER

CASE NUMBER: BC 385946
CASE NAME: H. MANSDORF VS. M. GIACOMAZZA
LOS ANGELES, CA WEDNESDAY, MAY 6, 2009
DEPARTMENT NO. 33 HON. CHARLES F. PALMER, JUDGE
REPORTER: LAUREN J. ENGEL, CSR NO. 8470
TIME: A.M. SESSION

(PRIOR PROCEEDINGS WERE HELD, REPORTED BUT NOT TRANSCRIBED.)

THE COURT: MR. TORJESEN, YOU MAY CALL YOUR NEXT WITNESS.

MR. TORJESEN: CALL JANICE MC CLANAHAN.

THE COURT: WOULD YOU PLEASE FACE THE CLERK.

THE CLERK: PLEASE RAISE YOUR RIGHT HAND TO BE SWORN.

DO YOU SOLEMNLY STATE THAT THE TESTIMONY YOU SHALL GIVE IN THE CAUSE NOW PENDING BEFORE THIS COURT SHALL BE THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH SO HELP YOU GOD?

THE WITNESS: YES.

JANICE MC CLANAHAN,

CALLED AS A WITNESS BY THE PLAINTIFF, HAVING BEEN DULY SWORN, WAS EXAMINED AND TESTIFIED AS FOLLOWS:

THE CLERK: THANK YOU. YOU MAY BE SEATED.

CAN YOU PLEASE STATE AND SPELL YOUR FIRST

AND LAST NAME FOR THE RECORD.

THE WITNESS: JANICE, J-A-N-I-C-E, LAST NAME IS MC CLANAHAN, M-C C-L-A-N-A-H-A-N.

THE CLERK: THANK YOU.

THE COURT: MR. TORJESEN.

MR. TORJESEN: THANK YOU, YOUR HONOR.

DIRECT EXAMINATION

BY MR. TORJESEN:

Q MS. MC CLANAHAN, WHERE DO YOU LIVE?
A IN LAS VEGAS.
Q AND HOW LONG HAVE YOU LIVED THERE?
A OH, APPROXIMATELY SIX YEARS OR SO, SEVEN YEARS.
Q WHERE DID YOU LIVE BEFORE THAT?
A HENDERSON, NEVADA.
Q AND DID YOU KNOW LEE MANSDORF?
A YES.
Q HOW LONG HAD YOU KNOWN LEE MANSDORF?
A I MET LEE IN THE '70S. PROBABLY THE LATTER PART OF THE '70S.
Q AND WHERE DID YOU MEET HIM?
A I WORKED FOR HIS ATTORNEY, NORMAN KOUCH.
Q AND WHAT WAS YOUR JOB RESPONSIBILITY FOR MR. KOUCH?
A I WAS HIS LEGAL SECRETARY.
Q AND HOW LONG WERE YOU A LEGAL SECRETARY WITH MR. KOUCH?

A PROBABLY 10 YEARS OR SO.
Q FROM THE '70S THROUGH THE '80S OR SOMETHING?
A YES.
Q AND WHAT TYPE OF -- WAS MR. KOUCH DOING LEGAL WORK FOR MR. MANSDORF?
A HE WAS DOING AN EMINENT-DOMAIN CASE WITH THE STATE OF CALIFORNIA.
Q AND IS THAT HOW YOU MET MR. MANSDORF?
A YES, THAT'S CORRECT.
Q AND WHAT TYPE OF WORK OVER TIME WOULD MR. MANSDORF, LEE MANSDORF, HAVE THAT KOUCH -- MR. KOUCH WOULD BE WORKING ON?
A LEE HAD BEEN TRYING TO SELL THE MALIBU PROPERTY FOR A NUMBER OF YEARS, AND THEY DID WORK ON THAT TOGETHER. THERE WAS A BUYER, A BOB ALLEN AS I RECALL.
Q AND WHEN WAS THAT?
A THAT WAS PROBABLY IN THE LATE '70S.
Q WAS THERE A CONTINUAL RELATIONSHIP BETWEEN MR. KOUCH AND MR. LEE MANSDORF?
A THERE WAS SOCIALLY, BUT AFTER THE STATE OF CALIFORNIA CASE, I BELIEVE LEE SOUGHT A DIFFERENT ATTORNEY. I'M NOT SURE WHEN THAT WAS.
Q BUT BEFORE THAT CASE, WAS MR. KOUCH DOING OTHER ACTIVITIES FOR MR. MANSDORF?
A NOT THAT I'M AWARE OF. I HONESTLY CAN'T REMEMBER THAT.
Q AND THEN DID YOU GET TO KNOW MR. MANSDORF OUTSIDE OF THE LAW OFFICE?

A AT THAT TIME I WAS MARRIED, AND THEN I BECAME AVAILABLE, SO AT THAT TIME HE EXPRESSED AN INTEREST IN GOING OUT SOCIALLY.
Q AND WHEN DID THAT HAPPEN?
A THAT WAS IN THE EARLY '80S.
Q SO IN THE EARLY '80S, YOU STARTED GOING OUT WITH MR. LEE MANSDORF SOCIALLY?
A YES, CORRECT.
Q AND WAS THAT A -- HOW DID THAT WORK OUT? DID IT CONTINUE FOR VERY LONG OR NOT?
A TWENTY-SOME YEARS. YES, IT WAS A LONG TIME.
Q SO BEGINNING IN THE EARLY '80S, THE TWO OF YOU WOULD GO OUT TOGETHER --
A YES.
Q -- UNTIL HIS DEATH?
A YES, PRETTY MUCH. WE TALKED ON THE PHONE AND SHARED OUR LIVES TOGETHER.
Q WHAT DO YOU MEAN -- WAS IT AN EXCLUSIVE RELATIONSHIP?
A AS FAR AS I KNOW IT WAS.
Q AND WHEN YOU SAY "SHARE YOUR LIVES TOGETHER," WHAT DO YOU MEAN BY THAT? I'M TRYING TO SEE HOW CLOSE YOU TWO WERE. I DON'T MEAN TO PRY TOO MUCH INTO YOUR PERSONAL AFFAIRS, BUT CAN YOU GIVE US A SENSE AS TO HOW CLOSE THE TWO OF YOU WERE?
A WE DISCUSSED BUSINESS. WE DISCUSSED MY HOUSE INSURANCE, PRETTY MUCH EVERYTHING.
Q HOW OFTEN WERE YOU SEEING HIM OR TALKING

WITH HIM?

A WE TALKED EVERY DAY, USUALLY ABOUT 9 O'CLOCK AT NIGHT.

Q AND AT THAT TIME WERE YOU WORKING, OR WERE YOU NOT WORKING?

A YES, I WAS WORKING UNTIL THE EARLY '90S.

Q OKAY. AND ARE YOU FAMILIAR WITH THE MALIBU PROPERTIES OVER AT DEER CREEK?

A OH, YES.

Q WHY DO YOU SAY IT -- RESPOND THAT WAY? IT SOUNDS LIKE YOU'RE VERY FAMILIAR.

A BECAUSE I MADE MANY, MANY TRIPS UP DEER CREEK CANYON, YES.

Q WHY WOULD YOU -- WHY WOULD YOU GO UP DEER CREEK CANYON?

A PROSPECTIVE BUYERS. A LOT OF TIMES I WENT ALONG AND VIEWED THE PROPERTY WITH HIM.

Q AND "WITH HIM" IS LEE MANSDORF?

A CORRECT.

Q SO YOU WOULD GO OUT TO THE PROPERTY WITH LEE MANSDORF?

A CORRECT.

Q AND YOU WOULD BE THERE WHEN BUYERS WERE COMING TO LOOK AT THE PROPERTY?

A CORRECT.

Q WOULD MR. MANSDORF TALK WITH YOU ABOUT WHAT HE WAS TRYING TO DO WITH THE PROPERTY?

A OH, ABSOLUTELY.

Q WHAT ARE SOME OF THE THINGS THAT YOU RECALL HIM SAYING AS TO WHAT HE WAS TRYING TO DO WITH THE PROPERTY? AND WOULD IT CHANGE OVER TIME? WAS IT DIFFERENT THINGS OR --
A NO.
THE COURT: STICK WITH ONE QUESTION.
Q BY MR. TORJESEN: WHAT ARE SOME OF THE THINGS THAT MR. MANSDORF EXPRESSED TO YOU THAT HE WAS TRYING TO DO WITH THE PROPERTY, THE MALIBU PROPERTY?
A HE ACTUALLY HAD A WHOLE MODEL THAT HE CARRIED AROUND IN THE TRUNK OF HIS CAR.
Q A THREE-DIMENSIONAL MODEL?
A I HONESTLY DON'T REMEMBER. I GUESS IT WAS CONSIDERED THREE DIMENSIONAL.
Q IT WASN'T JUST A SHEET OF PAPER?
A OH, NO, NO, NO, ABSOLUTELY --
Q YOU COULD RUN YOUR HANDS OVER THE HILLS AND --
A YES, UH-HUH.
Q WHAT WAS ON THAT MODEL?
A HE HAD HOPED TO PUT IN A MARINA, AND I HAD TROUBLE VISUALIZING -- HE WAS VERY GOOD AT IT -- BUT SOME SORT OF DIAGRAM THAT WOULD COME DOWN THERE, AND HE WANTED A FIRST-RATE GOLF COURSE.
Q DID HE TALK ABOUT HIS EFFORTS TO DEVELOP THE PROPERTY AND SELL THE PROPERTY?
A YES, HE ACTIVELY WORKED AT SELLING THE PROPERTY FOR THE WHOLE TIME I KNEW HIM.

Q IS THAT SOMETHING THAT WAS COMMON THAT YOU WOULD TALK ABOUT?

A ABSOLUTELY.

Q DID MR. MANSDORF EVER MENTION THE NAME MIKE GIACOMAZZA OR MIKE GATTO OR ANYBODY BY THE NAME OF GIACOMAZZA OR GATTO?

A NO.

Q DID MR. LEE MANSDORF EVER TELL YOU THAT HE HAD A PARTNER IN THE DEVELOPMENT OF THE MALIBU PROPERTIES?

A NO.

Q DID HE EVER TELL YOU THAT HE HAD TO BORROW MONEY, $7 MILLION, FROM A MR. GIACOMAZZA OR MR. GATTO?

A NO.

Q WOULD THOSE BE THE TYPE OF THINGS THAT YOU WOULD HAVE EXPECTED TO HEAR FROM MR. MANSDORF?

MR. MC QUEEN: OBJECTION, SPECULATIVE.

THE COURT: SUSTAINED.

Q BY MR. TORJESEN: DID MR. MANSDORF TALK TO YOU ABOUT THAT TYPE OF BUSINESS? WAS HE SHARING BUSINESS ACTIVITIES WITH YOU?

A ABSOLUTELY.

MR. MC QUEEN: OBJECTION, VAGUE AS TO "BUSINESS ACTIVITIES," VERY BROAD.

THE COURT: SUSTAINED.

Q BY MR. TORJESEN: DID HE TALK -- SO HE WOULD TALK ABOUT FINANCES? WOULD HE TALK ABOUT PEOPLE HE WAS DEALING WITH, AND HE WOULD TALK TO YOU ABOUT THE RELATIONSHIPS WITH THOSE PEOPLE?