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FILED
LOS ANGELES SUPERIOR COURT

MAY 18 2012

JOHN A. CLARKE, CLERK

BY B. GREGG, DEPUTY

1 DAVID MARCUS, ESQ. (SBN: 90460)
2 MARCUS, WATANABE & DAVE, LLP
3 1901 Avenue of the Stars, Suite 300
4 Los Angeles, California 90067-6005
5 Telephone No.: (310) 284-2020
6 Facsimile No.: (310) 284-2025

7 Attorneys for Plaintiff and Judgment Creditor
8 JANICE M. McCLANAHAN

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 JANICE M. McCLANAHAN, an individual,)

12
13 Plaintiff,

14
15 v.

16
17 HARRY MANSDORF, individually, et al.,

18
19 Defendants.
20

CASE NO. BC 363659

Hearing Date: May 22, 2012

Time: 8:30 a.m.

Hearing Judge: Hon. Matthew St. George

[Action filed December 18, 2006]

[Department 1A]

SUPPLEMENTAL DOCUMENTS IN
SUPPORT OF ORDER TO SHOW CAUSE
RE SALE OF DWELLING AND
REQUEST FOR JUDICIAL NOTICE

Trial Date: None

21
22 In further support of Plaintiff and Judgment Creditor Janice M. McClanahan's Application
23 to sell the dwelling, McClanahan offers the following documents:

24 The first is a copy of the First Amended Complaint for Damages for Attorney Malpractice,
25 Breach of Fiduciary Duty, Declaratory Relief, and Accounting filed in Los Angeles Superior Court
26 Case No. BC 316011 on October 18, 2004.

27 Attached to this First Amended Complaint as an Exhibit "B" is the Trust Agreement that was
28 the original trust among the four Mansdorf children and their mother.

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-1-

SUPPLEMENTAL DOCUMENTS IN SUPPORT OF ORDER TO SHOW CAUSE RE SALE OF DWELLING
AND REQUEST FOR JUDICIAL NOTICE

1 Exhibit "D" to the First Amended Complaint is a three-page document entitled "Fourth
2 Amendment to the Mansdorf Family Revocable Trust."

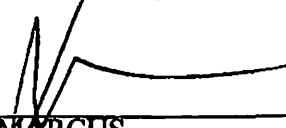
3 These documents of which the Court is requested to take judicial notice establish the
4 following:

- 5 1. That the Mansdorf Trust is a revocable trust;
- 6 2. That Harold Mansdorf is a settlor; and
- 7 3. Since the remaining beneficiaries both in the original Trust Agreement and in the
8 Fourth Amendment have died, that Harold Mansdorf is the only remaining beneficiary.

9 Also attached to this Application is another copy of the Fourth Amendment to the Mansdorf
10 Family Revocable Trust, this one sent by fax on September 30, 2011, from Orloff & Associates, who
11 were Harold Mansdorf's attorneys in the action to recover the property, Los Angeles Superior Court
12 Case No. BC 385946.

13 DATED: May 18, 2012

MARCUS, WATANABE & DAVE, LLP

14
15 
16 DAVID M. MARCUS
17 Attorneys for Plaintiff and Judgment Creditor,
18 JANICE M. McCLANAHAN
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I:\w\Client Matters\DM\McCLANAHAN v. MANSDORF 1533-1\PLEADINGS\Enforcement of Judgment BC 363659\Supplemental Docs re OSC re Sale of Dwelling 051812.wpd

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11/10/77

001065

EXHIBIT A

1 MARTIN J. KIRWAN, Bar No. 23386
2 9020 Reseda Boulevard, Suite 201
3 Northridge, CA 91324
4 (818) 349-4144

5 Attorney for Plaintiff
6 MARYLIN MANSDORF
7
8
9

FILED
LOS ANGELES SUPERIOR COURT

OCT 18 2004

JOHN A. CLARKE, CLERK
S. Hall
BY S. GABB, DEPUTY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

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25)

MARYLIN MANSDORF

Plaintiff,

vs.

RUFUS V. RHOADES; HAROLD
MANSDORF, individually and as Trustee of
the Mansdorf Family Revocable Trust also
known as the Mansdorf Trust also known as
the Mansdorf Family Trust; MILDRED
MANSDORF, NORMAN MANSDORF and
DOES 1 to 10 inclusive

Defendants

Case No. BC 316011

ASSIGNED TO:
JUDGE IRVING S. FERRER

Dept. 51

FIRST AMENDED COMPLAINT FOR
DAMAGES FOR ATTORNEY
MALPRACTICE, BREACH OF FIDUCIARY
DUTY, DECLARATORY RELIEF, AND
ACCOUNTING

FIRST CAUSE OF ACTION

Attorney Malpractice

FIRST AMENDED COMPLAINT

(Against Defendants Rhoades and Does 1 through 3)

1. Plaintiff MARYLIN MANSDORF (hereinafter "Plaintiff") is an individual and is now a resident of Orange County, California. That the events sued on herein occurred in the County of Los Angeles, State of California.

2. Defendant, RUFUS V. RHOADES, (hereinafter "Rhoades") is an individual who is an attorney at law and at all times herein mentioned was a resident of Los Angeles County, California, and was and is duly licensed to practice in the courts of the State of California. Rhoades had at all times herein mentioned represented Lee Mansdorf in connection with his business and personal affairs.

3. Defendants, HAROLD MANSDORF (hereinafter "Harold"), MILDRED MANSDORF (hereinafter "Mildred"), and NORMAN MANSDORF are individuals who were, prior to Lee Mansdorf's death on June 27, 2003, and now are, residents of Los Angeles County. Harold, Mildred and Norman Mansdorf are the siblings of Lee Mansdorf.

4. The true names and capacities, whether individuals, corporate, associate, or otherwise of Defendants, DOES I to 10, Inclusive, are unknown to Plaintiff at this time. Plaintiff sues those Defendants by such fictitious names pursuant to California Civil Code §474 and will amend this complaint to show their true names and capacities when they have been ascertained. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the Defendants designated as a Doe is legally responsible for the events and happenings referred to in this complaint, unlawfully caused the injuries and damages to the Plaintiff alleged in this complaint, and/or claims an interest in the assets and/or property that are the subject of the present complaint.

5. That Plaintiff was married to Lee Mansdorf on December 11, 1966. That due

FIRST AMENDED COMPLAINT

1 to the abusive conduct of Lee Mansdorf's siblings and mother which affected his health he and
2 Plaintiff mutually agreed to divorce and an interlocutory decree of divorce was obtained on
3 August 18, 1968 (although the final decree came later in 1971).

4 6. That following the divorce a close relationship of love and affection existed
5 between Lee Mansdorf and Plaintiff until his death on June 27, 2003. That during such period
6 Lee Mansdorf provided substantial sums of money to Plaintiff. That during such period, despite
7 the previous decree of divorce that was forced upon Lee Mansdorf and Plaintiff due to the
8 abusive conduct of Lee Mansdorf's siblings and mother, Lee Mansdorf and Plaintiff still
9 considered each other to be man and wife, as evidenced by, among other things, the numerous
10 cards that they exchanged over the years after their "divorce". Examples of these cards are
11 attached hereto as Exhibit "A".
12

13 7. That on several occasions, prior to his death and continuing up to the
14 time of his death, Lee Mansdorf advised Plaintiff that he had instructed his attorney, Rhoades, to
15 prepare papers which were to provide that Plaintiff would receive a house on his death which
16 house would be of a value equal to the one he and his family members occupied at 811 North
17 Alta Drive, Beverly Hills, California 90210-2640, Lee Mansdorf also informed plaintiff that in
18 the papers his attorney had prepared, she would receive on his death additional assets, some in
19 trust and some outright, and that the value of such assets would equal the value of what he was
20 giving his brother and sister, so each got half of what he was transferring on death. He stated to
21 Plaintiff that he wanted her to have a lifestyle equal to what he had enjoyed and what they would
22 have enjoyed if they had remained married. Lee Mansdorf stated to Plaintiff that upon his death
23 Plaintiff should contact Attorney Rhoades at a telephone number he furnished her, (626)683-
24 4566.
25

FIRST AMENDED COMPLAINT

1 8. Plaintiff is informed and believes and thereon alleges that in the 1970s, Lee
2 Mansdorf and others executed a trust agreement (the "trust agreement") for the purpose of
3 holding and managing their property in a trust ("the property management trust"), which is also
4 known as the Mansdorf Trust, the Mansdorf Family Trust, and/or the Mansdorf Family
5 Revocable Trust. A true and correct copy of the trust agreement is attached hereto as Exhibit
6 "B". The majority of the property that was transferred into the property management trust came
7 from Lee Mansdorf, who was its trustee up to the time of his death. Section 5.02 of the trust
8 agreement specifically provided that Lee Mansdorf had the right to freely transfer his interest in
9 the property management trust without restriction and could dispose of such interest by will or
10 otherwise. On numerous occasions prior to his death, Lee Mansdorf informed Plaintiff that he
11 had created the property management trust for Plaintiff in order to continue to protect and
12 provide for her as he had for many decades. On numerous occasions prior to his death, Lee
13 Mansdorf also informed Plaintiff that he was giving half of his interest in the property
14 management trust to Plaintiff, that "it was all done", and that Attorney Rhoades had prepared
15 documents confirming this. Lee advised Plaintiff that, after he was gone, Rhoades would
16 enforce the papers he had prepared as his attorney. He told her that although she wouldn't be
17 able to call him after he was gone, she would be able to rely on Rhoades as her attorney. Lee
18 said that Rhoades would know what to do. Prior to his death, Lee Mansdorf had written a
19 number of checks to Plaintiff (which Plaintiff is informed and believes were from this property
20 management trust) which further evidence Lee Mansdorf's intent to transfer such interest to
21 Plaintiff and his performance in transferring such interest to Plaintiff. Examples of these checks
22 are attached hereto as Exhibit "C". In reliance on the above-mentioned assurances and conduct
23 of Lee Mansdorf, Plaintiff did not seek other sources of income that Plaintiff would have been
24
25

FIRST AMENDED COMPLAINT

1 able to otherwise obtain. Furthermore, Plaintiff stayed in her relationship with Lee Mansdorf,
2 providing him with aid and comfort in his times of need, up to and including the time of his
3 death (to the extent allowable as a result of the threatening behavior by his family members).

4 9. Upon being instructed by Lee Mansdorf to prepare the documents that would
5 transfer to Plaintiff the assets he told Plaintiff she was to receive at the time of his death, and
6 upon being instructed by Lee Mansdorf to prepare the documents that would confirm the transfer
7 to Plaintiff of the one-half interest in the property management trust, a fiduciary duty arose
8 wherein Defendant Rhoades owed a duty to Lee Mansdorf and Plaintiff, requiring the Defendant
9 Rhoades to carry out the instructions of Lee Mansdorf prior to his death and to protect the
10 Plaintiff so she would realize the benefits Lee Mansdorf stated she would receive.

12 10. That following the death of Lee Mansdorf on June 27, 2003, Plaintiff
13 received a telephone call from Defendant Attorney Rhoades advising Plaintiff that Lee Mansdorf
14 had died on June 27, 2003. That Plaintiff started to tell Rhoades that Lee Mansdorf had said to
15 ask about the papers, Rhoades interrupted Plaintiff and said, "Those papers - I don't know where
16 those papers are - you know Lee, he didn't sign any papers." Plaintiff asked if she could obtain
17 copies of the papers Rhoades had prepared. Defendant Rhoades replied, "I do not know where
18 they are. Lee is dead. I now work for his brother. I'm taking care of the family. Don't call again."

19 11. Plaintiff is informed and believes that Defendant Rhoades has breached his
20 duty to Lee Mansdorf and to Plaintiff in that he failed to comply with the instructions given to
21 him by Lee Mansdorf. Plaintiff is further informed and believes that Defendant Rhoades also
22 breached his duty to Lee Mansdorf and Plaintiff by discarding or otherwise making unavailable
23 documents that were prepared to comply with the instructions given to him by Lee Mansdorf.

24 12. That Plaintiff seeks damages in an amount to be proved at the time of trial
25

FIRST AMENDED COMPLAINT

1 equal to the value of a house comparable to the one described by Lee Mansdorf to Plaintiff and
2 for the sum equal to one-half of the remaining assets of the Estate of Lee Mansdorf, plus pre-
3 judgment interest.

4 13. Furthermore, in the event that it is determined that Lee Mansdorf's transfer of
5 his interest in the property management trust to Plaintiff is for any reason invalid or
6 unenforceable, plaintiff also seeks damages in an amount to be proved at the time of trial in a
7 sum equal to one-half of Lee Mansdorf's interest in the property management trust, plus pre-
8 judgment interest.
9

10 SECOND CAUSE OF ACTION

11 Breach of Fiduciary Duty

12 (Against Defendants Rhoades, Harold, and Does 1 through 6)

13 14. Plaintiff incorporates paragraphs 1 through 11 inclusive of its First Cause of
14 Action as though set forth in their entirety herein.

15 15. That the Defendant, Harold, when he learned about the marriage evidenced an
16 attitude of hatred and animosity toward Plaintiff by both oral and physical acts prior to and
17 during the marriage of Plaintiff and Lee Mansdorf and thereafter up to the date of his death.
18 These acts included an attempt by Harold to physically assault Plaintiff in the presence of his
19 brother Lee who forcibly restrained the Defendant, Harold, in order to protect the safety of
20 Plaintiff. That during his lifetime, while occupying the house located at 811 North Alta Drive,
21 Beverly Hills, California, Lee Mansdorf had installed and maintained a telephone that no one
22 else was allowed to use so Plaintiff could call and not be abused. He communicated with
23 Plaintiff via this telephone, number (310) 274-1577, on a regular basis from the time of the
24 divorce up until the time of his death.
25

FIRST AMENDED COMPLAINT

1 16. That even though the Plaintiff and Lee Mansdorf dissolved their marriage
2 there existed by and between them a long continuous relationship of love, affection and respect
3 for each other which began in 1963 and continued until the death of Lee Mansdorf on June 27,
4 2003.

5 17. Plaintiff is informed and believes and thereon alleges that Defendants Harold,
6 Rhoades, and Does 1 through 6, inclusive, were aware of the plan of Lee Mansdorf to transfer a
7 substantial portion of his considerable estate to Plaintiff upon his death. Plaintiff is also informed
8 and believes and thereon alleges that Defendants Harold, Rhoades, and Does 1 through 6,
9 inclusive, were aware that Lee Mansdorf had transferred to Plaintiff one-half of his interest in the
10 property management trust. Plaintiff is also informed and believes and thereon alleges that
11 Defendants Harold and Does 1 through 6, inclusive, claim to be testators/beneficiaries of the
12 property management trust and/or beneficiaries of Lee Mansdorf's estate. Plaintiff is also
13 informed and believes and thereon alleges that, upon Lee Mansdorf's death, Harold became the
14 trustee of the property management trust.
15

16 18. Plaintiff is informed and believes and thereon alleges that, at all times
17 mentioned herein, each of said Defendants was the agent, servant and/or employee of the other
18 Defendants, and was acting within the scope of that agency, service and/or employment, and that
19 all acts or omissions alleged to have been done by said Defendants were done with the
20 knowledge, consent, and permission of the other Defendants. At all relevant times, said
21 Defendants were and are fiduciaries to Plaintiff, and in their capacities as fiduciaries, owed and
22 now owe to Plaintiff the highest degree of good faith, fair dealing, and a fiduciary duty to act in
23 the best interest of Plaintiff.
24

25 19. That Plaintiff is informed and believes and thereon alleges that, in breach of

1 their fiduciary duties to Plaintiff, Defendants Harold and Does 1 through 6, inclusive, did enter
2 into a scheme and plan with Defendant Rhoades to thwart the efforts of Lee Mansdorf to
3 transfer, upon his death, certain assets he then possessed to Plaintiff either by Will or
4 Testamentary Trust, and to thwart Lee Mansdorf's previous transfer to Plaintiff of the one-half
5 interest in the property management trust. That Plaintiff is further informed and believes and
6 thereon alleges that, in furtherance of the plan and scheme, the Defendants and each of them
7 have denied and continue to deny the existence of any such documents or that such documents
8 had ever been executed and further deny that Lee Mansdorf ever intended to give or bequeath
9 any money or property of any amount or kind whatsoever to Plaintiff. That Plaintiff is further
10 informed and believes and thereon alleges that, in furtherance of the plan and scheme, the
11 Defendants and each of them, when Lee Mansdorf was under their and/or others' undue
12 influence and/or otherwise incapacitated, wrongfully caused Lee Mansdorf to execute a
13 document entitled "Fourth Amendment to the Mansdorf Family Revocable Trust" ("the Fourth
14 Amendment", a copy of which is attached hereto as Exhibit "D"), so that said Defendants could
15 wrongfully claim that Lee Mansdorf was supposedly invalidating his previous transfer to
16 Plaintiff of the one-half interest in the property management trust (which Lee Mansdorf had no
17 intention of doing). Plaintiff is further informed and believes and thereon alleges that said
18 Defendants participated in the conspiracy so that the Defendants Harold, Does 1 through 6, and
19 others would wrongfully receive Plaintiff's share of decedent's estate and the property
20 management trust and that Defendant Rhoades would personally financially benefit, gain and
21 profit from such conspiracy. That plaintiff is further informed and believes and thereon alleges
22 that Defendant Rhoades had a conflict of interest in representing Lee Mansdorf and also
23 representing the other Defendants' interests in wrongfully attempting to thwart Lee Mansdorf's
24
25

FIRST AMENDED COMPLAINT

1 intentions as described above. Furthermore, as shown by the above-mentioned facts, Defendant
2 Rhoades breached an independent legal duty that he owed to both Lee Mansdorf and Plaintiff,
3 and conspired to violate such duty for his own financial gain.

4 20. That as a direct, proximate consequence of the acts of said Defendants in
5 furtherance of the plan and conspiracy Plaintiff was deprived of the monies and other benefits
6 which she would have otherwise received including, but not limited to, a house and one-half of
7 the remaining assets of the Lee Mansdorf Estate.

8 21. That Plaintiff seeks damages in an amount to be proved at the time of trial
9 equal to the value of a house comparable to the one described by Lee Mansdorf to Plaintiff and
10 for the sum equal to one-half of the remaining assets of the Estate of Lee Mansdorf,, plus pre-
11 judgment interest.

12 22. Furthermore, in the event that it is determined that Lee Mansdorf's transfer of
13 his interest in the property management trust to Plaintiff is for any reason invalid or
14 unenforceable, plaintiff also seeks damages in an amount to be proved at the time of trial in a
15 sum equal to one-half of Lee Mansdorf's interest in the property management trust, plus pre-
16 judgement interest.

17 23. Plaintiff is informed and believes and thereon alleges that said Defendants'
18 conduct was done knowingly, willfully, and with malicious intent, and Plaintiff is entitled to
19 punitive damages in an amount to be determined at trial.

20
21
22 ///

23 24. Plaintiff is informed and believes and thereon alleges that said Defendants'
24 wrongful conduct set forth above was and is a violation of trust owed to Plaintiff, and thus any
25 property wrongfully obtained by said Defendants is presently being held by said defendants in

1 constructive trust for Plaintiff, which property must be returned to Plaintiff. Plaintiff is further
2 informed and believes and thereon alleges that such conduct by said Defendants will continue
3 unless and until enjoined and restrained by order of this Court.

4 **THIRD CAUSE OF ACTION**

5 **Declaratory Relief**

6 (Against Defendants Rhoades, Harold, Mildred, Norman Mansdorf,, Harold as Trustee of
7 the Mansdorf Trust, also known as the Mansdorf Family Trust, also known as the
8 Mansdorf Family Revocable Trust, and Does 1 through 10)

9
10 25. Plaintiff incorporates paragraphs 1 through 11 and 15 through 16 inclusive
11 above as though set forth in their entirety herein.

12 26. Plaintiff is informed and believes and thereon alleges that Defendants Harold,
13 Rhoades, and Does 1 through 6, inclusive, were aware of the plan of Lee Mansdorf to transfer a
14 substantial portion of his considerable estate to Plaintiff upon his death. Plaintiff is also informed
15 and believes and thereon alleges that Defendants Harold, Rhoades, and Does 1 through 6,
16 inclusive, were aware that Lee Mansdorf had transferred to Plaintiff one-half of his interest in the
17 property management trust. Plaintiff is also informed and believes and thereon alleges that
18 Defendants Harold and Does 1 through 6, inclusive, claim to be testators/beneficiaries of the
19 property management trust and/or beneficiaries of Lee Mansdorf's estate. Plaintiff is also
20 informed and believes and thereon alleges that, upon Lee Mansdorf's death, Harold became the
21 trustee of the property management trust.

22
23 27. Plaintiff is informed and believes and thereon alleges that, at all times
24 mentioned herein, each of said Defendants was the agent, servant and/or employee of the other
25 Defendants, and was acting within the scope of that agency, service and/or employment, and that

FIRST AMENDED COMPLAINT

1 all acts or omissions alleged to have been done by said Defendants were done with the
2 knowledge, consent, and permission of the other Defendants. At all relevant times, said
3 Defendants were and are fiduciaries to Plaintiff, and in their capacities as fiduciaries, owed and
4 now owe to Plaintiff the highest degree of good faith, fair dealing, and a fiduciary duty to act in
5 the best interest of Plaintiff.

6 28. That Plaintiff is informed and believes and thereon alleges that, in breach of
7 their fiduciary duties to Plaintiff, Defendants Rhoades, Harold and Does 1 through 6, inclusive,
8 attempted to thwart the efforts of Lee Mansdorf to transfer, upon his death, certain assets he then
9 possessed to Plaintiff either by Will or Testamentary Trust, and to attempt to thwart Lee
10 Mansdorf's previous transfer to Plaintiff of the one-half interest in the property management
11 trust. That Plaintiff is further informed and believes and thereon alleges that, said Defendants
12 and each of them have denied and continue to wrongfully deny the existence of any such
13 documents or that such documents had ever been executed and further wrongfully deny that Lee
14 Mansdorf ever intended to give or bequeath any money or property of any amount or kind
15 whatsoever to Plaintiff. That Plaintiff is further informed and believes and thereon alleges that,
16 said Defendants and each of them, when Lee Mansdorf was under their and/or others' undue
17 influence and/or otherwise incapacitated, wrongfully caused Lee Mansdorf to execute a
18 document entitled "Fourth Amendment to the Mansdorf Family Revocable Trust" ("the Fourth
19 Amendment", a copy of which is attached hereto as Exhibit "D"), so that said Defendants could
20 wrongfully claim that Lee Mansdorf was supposedly invalidating his previous transfer to
21 Plaintiff of the one-half interest in the property management trust (which Lee Mansdorf had no
22 intention of doing). Plaintiff is further informed and believes and thereon alleges that said
23 Defendants have wrongfully done so in order for Defendants Harold, Does 1 through 6, and
24
25

1 others to wrongfully attempt to receive Plaintiff's share of decedent's estate and the property
2 management trust and in order for Defendant Rhoades to wrongfully attempt to personally
3 financially benefit, gain and profit from such wrongful conduct. That plaintiff is further
4 informed and believes and thereon alleges that Defendant Rhoades had a conflict of interest in
5 representing Lee Mansdorf and also representing the other Defendants' interests in wrongfully
6 attempting to thwart Lee Mansdorf's intentions as described above. Furthermore, as shown by
7 the above-mentioned facts, Defendant Rhoades breached an independent legal duty that he owed
8 to both Lee Mansdorf and Plaintiff, and conspired to violate such duty for his own financial gain.

9
10 29. Plaintiff is informed and believes and thereon alleges that said Defendants'
11 wrongful conduct set forth above was and is a violation of trust owed to Plaintiff, and thus any
12 property wrongfully obtained by said Defendants is presently being held by said defendants in
13 constructive trust for Plaintiff, which property must be returned to Plaintiff. Plaintiff is further
14 informed and believes and thereon alleges that such conduct by said Defendants will continue
15 unless and until enjoined and restrained by order of this Court.

16 30. An actual controversy has arisen and continues to exist between plaintiff, on
17 one hand, and Defendants Rhoades, Harold, Mildred, Norman Mansdorf,, Harold as Trustee of
18 the Mansdorf Trust, also known as the Mansdorf Family Trust, also known as the Mansdorf
19 Family Revocable Trust, and Does 1 through 10. Plaintiff alleges and contends that Lee
20 Mansdorf validly transferred to Plaintiff one-half of his interest in the property management
21 trust, that the above-mentioned Fourth Amendment and/or other purported amendments to the
22 trust agreement are not valid or enforceable against Plaintiff (based upon fraud, mistake, duress,
23 undue influence, failure of execution, illegality, and/or otherwise), that such Fourth Amendment
24 and/or other purported amendments to the trust agreement cannot and do not legally negate
25

FIRST AMENDED COMPLAINT

1 Plaintiff's right to and ownership of one-half of Lee Mansdorf's interest in the property
2 management trust, and that Plaintiff presently has a right to and does in fact now own one-half of
3 Lee Mansdorf's interest in the property management trust. Plaintiff is informed and believes and
4 thereon alleges that said Defendants contend that Lee Mansdorf did not validly transferred to
5 Plaintiff one-half of his interest in the property management trust, that the above-mentioned
6 Fourth Amendment to the trust agreement is valid and enforceable against Plaintiff, that such
7 Fourth Amendment can and does legally negate any right or ownership that Plaintiff might have
8 had to part of Lee Mansdorf's interest in the property management trust, and that Plaintiff does
9 not presently have a right to and does not now own any part of Lee Mansdorf's interest in the
10 property management trust.
11

12 31. Plaintiff respectfully requests a judicial determination and/or judicial
13 declaration as to the respective rights, duties, and responsibilities of the parties vis-a-vis the
14 above-mentioned property management trust, and the other matters set forth herein. Such a
15 determination and declaration are necessary and appropriate at this time in order that Plaintiff
16 and Defendants may ascertain their respective rights and duties. Plaintiff has no adequate
17 remedy at law with respect to the above.
18

19 32. As part of the present cause of action, a proper adjustment of the rights,
20 equities and interest of the parties to this litigation should be made by order of this Court.
21 Furthermore, plaintiff is informed and believes and thereon alleges that one or more of the
22 Defendants presently wrongfully hold property of Plaintiff in violation of a trust owed to
23 Plaintiff, and thus all such property is presently being held by said defendants in constructive
24 trust for Plaintiff, which property must be returned to Plaintiff. Plaintiff is further informed and
25

1 believes and thereon alleges that such conduct by said Defendants will continue unless and until
2 enjoined and restrained by order of this Court.

3 **FOURTH CAUSE OF ACTION**

4 **Accounting**

5 **(Against Defendants Rhoades, Harold, Mildred, Norman Mansdorf, Harold as Trustee of**
6 **the Mansdorf Trust, also known as the Mansdorf Family Trust, also known as the**
7 **Mansdorf Family Revocable Trust, and Does 1 through 10)**

8 33. Plaintiff incorporates paragraphs 1 through 11, 15 through 16, and 26 through
9 32 inclusive above as though set forth in their entirety herein.

10 34. The full amount of money and/or other things of value due from Defendants
11 and/or Does 1 through 10, inclusive, is unknown to Plaintiff at this time and cannot be
12 ascertained without a full accounting of the assets, payments, fees, allowances, receipts, other
13 income and other things of value received and/or withheld by said Defendants.
14

15 **WHEREFORE, Plaintiff prays judgment as follows:**

16 **FIRST CAUSE OF ACTION**

- 17 1. For damages according to proof, including pre-judgment interest;

18 **SECOND CAUSE OF ACTION**

- 19 2. For damages according to proof, including pre-judgment interest;
20 3. Punitive damages according to proof;
21 4. For a constructive trust on any property of plaintiff wrongfully held by
22 Defendants;

23 **THIRD CAUSE OF ACTION**

- 24 5. A judicial declaration of the respective rights and duties of the parties
25 herein;
26 6. For appropriate injunctive relief;
27 7. For a proper adjustment of the rights, equities and interest of the

FIRST AMENDED COMPLAINT

1 parties to this litigation, including the determination of the proper holder(s) of interests in the
2 property management trust, the proper percentage interests so held, and the proper distribution of
3 assets from the property management trust;

4 8. For a constructive trust on any property of plaintiff improperly held by
5 Defendants;

6 **FOURTH CAUSE OF ACTION**

7 9. For a full accounting by said Defendants;

8 10. For payment of any amount(s) due from any of said Defendants as a
9 result of the accounting and prejudgment interest on that amount at the legal rate;

10 11. For a proper adjustment of the rights, equities and interest of the
11 parties to this litigation, including the determination of the proper holder(s) of interests in the
12 property management trust, the proper percentage interests so held, and the proper distribution of
13 assets from the property management trust;.

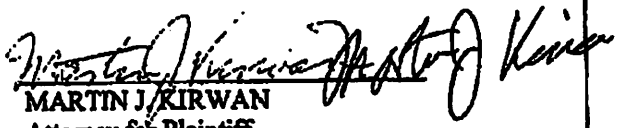
14 12. For a constructive trust on any property of plaintiff improperly held by
15 Defendants;

16 **ALL CAUSES OF ACTION**

17 13. Costs of suit incurred herein; and

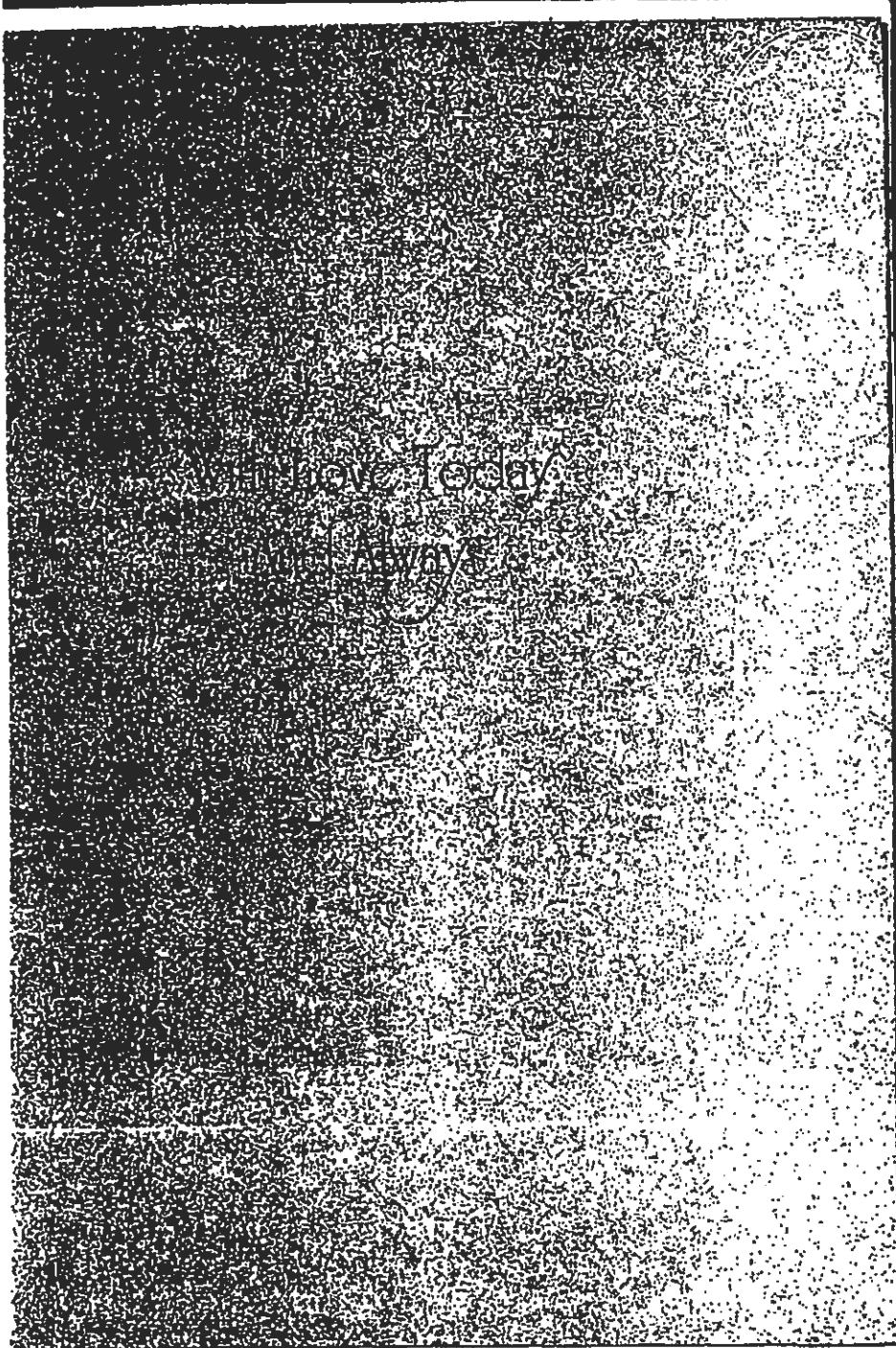
18 14. Such other and further relief as the court deems just and proper.

19 Dated: October 18, 2004

20 
21 MARTIN J. KIRWAN
22 Attorney for Plaintiff,
23 MARYLIN MANSDORF
24
25



001081



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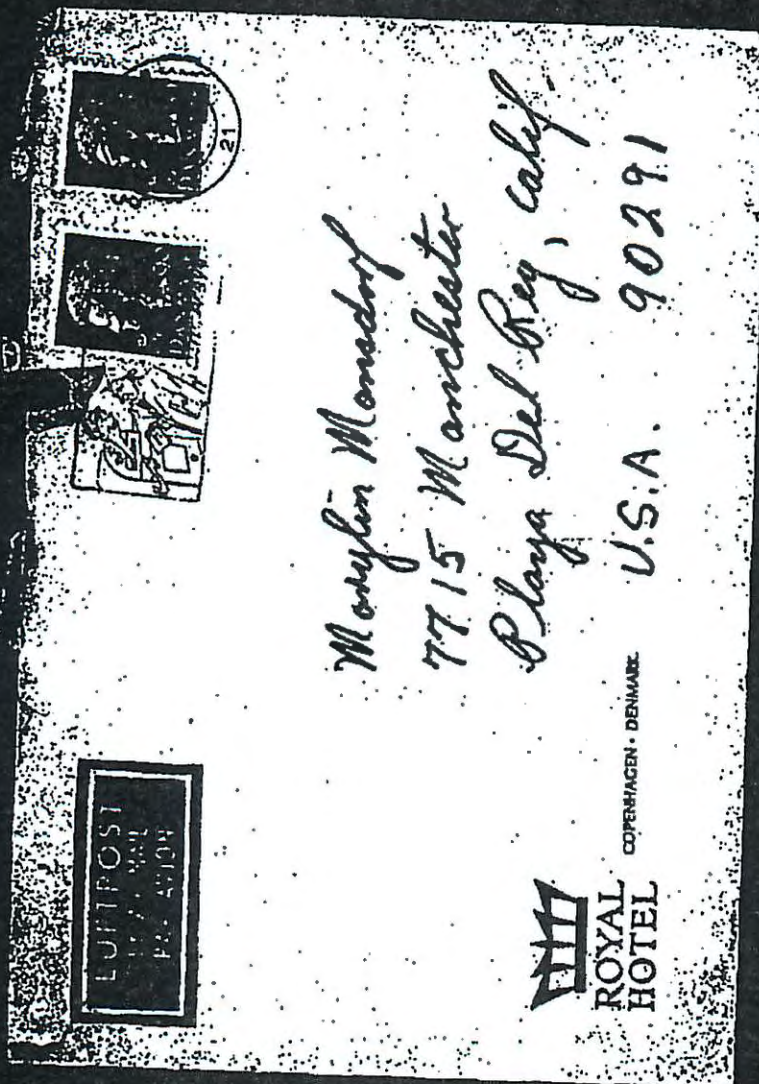
It means a lot to me to know
I can depend on you--
Depend on your understanding,
The thoughtful things you do,
Depend on you to always be
Your own dear self each day
To keep your sense of humor
And your sweetness, come what may--

And I just want to let you know
Now that your birthday's here
How thankful I am for your love--
How much I love you, Dear.

HAPPY BIRTHDAY

*Love you forever
Lee*

75



001084



COPENHAGEN - DENMARK

Dec 18, 1976

Dear Honey :

I wanted to call you
from the airport but there
wasn't time.

I miss you and wish
you were here. I promise
not to forget our 20th

Love
Lee

Anniversary Love to my Wife




Charm Craft
33D1038

4783
U.S.A.

001086



*You made it the happiest
Day of my life
When you said those few words
That made you my wife--
And with all my love, dear,
I just want to say:
Hope you feel just as happy
As I do, today!*

*Love forever Darling
Lee XXXXX*



HAPPY VALENTINE'S DAY,
HONEY

Once in a lifetime,
you find someone special,
Your lives intermingle
and somehow you know
This is the beginning
of all you have longed for..
A love you can build on...
a love that will grow.

Once in a lifetime
to those who are lucky,
A miracle happens..
and dreams all come true,
I know it can happen..
it happened to me
For I've found
that "once in a lifetime"
...with you.

Love you Honey
Lee
74

001088

RECITALS

This Trust Agreement is made between HAROLD MANSDORF, LEE MANSDORF, MILDRED MANSDORF, NORMAN MANSDORF and SADIE MANSDORF, sometimes called "settlers" collectively and "settlor" individually, and LEE MANSDORF, called the "trustee", and is made with reference to the following facts:

On August 31, 1967, the settlers and the trustee entered into a Trust Agreement creating a revocable trust for the purpose of more efficiently holding and administering certain real and personal property held by settlers in undivided interests. The settlers then transferred their interests in such properties to the trustee, which the trustee has since held and administered subject to that Trust Agreement.

The settlers and the trustee now desire to restate and amend the trust in several particulars, and they do hereby mutually agree that the aforesaid Trust Agreement is hereby amended in its entirety, effective as of the date of execution hereof, as follows:

ARTICLE I

TRUST ESTATE

1.01 Trust Estate. All property now or hereafter subject to this trust shall constitute, and shall be referred to as, the "trust estate". The trust estate shall be held, administered, and distributed in accordance with this instrument. The property, and interests therein, transferred to the trust by the settlers are set forth in schedules attached hereto.

EXH- B

1.02 Interests in Trust. Each settlor has an interest in the trust equivalent to the value of the property interests transferred to the trust. The interests of the settlors in the trust are as follows:

HAROLD MANSDORF	27%
LEE MANSDORF	27%
MILDRED MANSDORF	3%
NORMAN MANSDORF	27%
SADIE MANSDORF	16%

1.03 Additions to Trust. The settlors may from time to time transfer additional property, real or personal, or any interest therein, to the trust, which shall thereafter be subject to the trust; provided, however, any such additions shall be in the same ratio on the part of all settlors as their respective interests in the trust.

1.04 Amendment. The settlors may at any time amend any of the terms of this Trust Agreement by an instrument in writing signed by all of the settlors and consented to in writing by the trustee.

ARTICLE II

DISTRIBUTIONS FROM TRUST ESTATE

2.01 Allocation of Income and Loss. Each settlor shall be credited annually on a calendar year basis with the current net income, other than capital gains, realized each year by the trust in proportion to his interest in the trust. Should a net loss, other than a capital loss, be sustained by the trust during any calendar year, each settlor shall be

For the purposes of this Trust Agreement, the definition of income, gains and losses shall be the same as for federal income tax purposes.

2.02 Accounting and Distribution.

(a) As soon as feasible after the close of each calendar year, the trustee shall render to each settlor an accounting of the operations and affairs of the trust, of its assets and liabilities, and of the income available for distribution. The account shall allocate the net income among the settlors, according to the percentage interests in Paragraph 1.02.

(b) Any capital gains or losses realized by the trust shall be allocated to the corpus of the trust estate and, accordingly, shall neither increase nor reduce the respective interests of the settlors.

2.03. Advances to Settlors. The trustee shall, upon the request of any settlor, make advances of money to such settlor in the amounts requested subject to the limitation of the lesser of the following: (a) the net income on a cumulative basis in such settlor's account; or (b) the proportionate share of cash or cash equivalents (e.g., certificates of deposit) allocable to such settlor. Any amounts advanced shall be offset against the settlor's share of the trust income. The trustee shall be required to reconcile the income and advances allocable to a settlor only upon the revocation by a settlor of his interest in the trust or upon termination of the trust. In making such reconciliation, the trustee shall only consider the income and advances allocable to the settlors during the year of revocation or termination (as the case may be) and the three (3) calendar years immediately preceding such year.

this Trust Agreement, "net realizable value" shall mean the probable and reasonable net amount which could be realized by the trust if the trustee were to sell all of the trust property for cash as of the valuation date.

(c) On the determination of the net realizable value, the trustee shall pay the revoking settlor a percentage of the trust equal to such settlor's percentage interest in the trust (as provided in Paragraph 1.02) in three (3) equal annual cash payments, without interest. The first such payment shall be made as soon as practicable after the determination of the net realizable value, considering the nature of the assets then comprising the trust estate and other relevant factors. The second and third annual payments shall be made on the anniversary dates of the receipt of the notice of revocation. By written agreement among the trustee, the revoking settlor and the remaining settlors, the net realizable value of the revoking settlor's interest may instead be distributed in kind, or partly in cash and partly in kind, with valuations of distributions in kind as then determined and agreed upon by the trustee and the settlors.

(d) Pending the completion of the annual installment payments, the revoking settlor shall be entitled to the accounts, distributions and allocations described in paragraph 2.02; provided, however, that the revoking settlor's interest in the trust shall be reduced by one-third ($1/3$) upon the payment of the first annual installment, and the interest then remaining shall be reduced by one-half ($1/2$) upon the payment of the second annual installment. Upon payment of the third annual installment all of the revoking settlor's interest in the trust and rights

under this Trust Agreement shall terminate.

3.02 Revocation of the Trust.

(a) This trust may be revoked in its entirety by any of the settlors who represent at least sixty-six and two-thirds (66 2/3) percent of the total interest in the trust. Such revocation shall be accomplished by written notice to that effect from the revoking settlors to the trustee and the remaining settlors.

(b) The trustee shall distribute the trust estate to the settlors within 60 days following receipt of the notice of revocation. The trustee shall distribute the property, or interests therein, comprising the trust estate in such manner, and using such values, as the trustee in the trustee's discretion may determine; provided, however, that the value, as determined by the trustee, of the property distributed to each settlor shall correspond to the value of such settlor's interest in the trust as provided in Paragraph 1.02. Upon distribution of the trust estate the trust shall terminate.

3.03 Termination. This trust shall terminate on the death of the last settlor to die, and shall thereupon be distributed to the persons holding beneficial interests in the trust in proportion to their respective interests.

ARTICLE IV

THE TRUSTEE AND TRUSTEE'S POWERS

4.01 Designation of Successor Trustees. If LEE MANSDORF shall for any reason cease to act as trustee under this Trust Agreement, then HAROLD MANSDORF shall act as trustee. If

001093

California Probate Code, as presently constituted and hereafter amended, with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law. The enumeration of certain powers of the trustee shall not limit his general powers, and the trustee, subject always to the discharge of his fiduciary obligations, is vested with and shall have all the rights, powers and privileges which an absolute owner of the same property would have.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.01 Determination of Income and Principal. The determination of all matters with respect to what is income and principal of the trust estate and the apportionment and allocation of receipts and expenses shall be determined by the trustee in the trustee's discretion; provided, however, that such determination and allocations shall be made in a manner consistent with federal income tax laws as determined in the trustee's absolute discretion.

5.02 Alienability of Settlor's Interest. The interest of a settlor in the trust shall be fully transferable without restriction by this instrument, and a settlor, or his successor-in-interest, may dispose of his or her interest in this trust, by will or otherwise. Whenever the word "settlor" is used in this Trust Agreement, it shall include any successors to the interests of the settlors executing this instrument, except in

paragraphs 3.04 and 4.01 where it shall refer only to the persons named in paragraph 1.02.

5.03 Notice to Trustee of Events Affecting Interests.

Unless the trustee has received actual written notice of the occurrence of an event affecting the beneficial interests of any trust hereunder, the trustee shall not be liable for distribution made as though the event had not occurred.

5.04 Payments to Persons Under Disability. The

trustee in the trustee's discretion may make payment to a settlor or other holder of a beneficial interest in the trust by making payments to the conservator or guardian of his person, or the trustee may apply payments directly for his benefit.

5.05 Severability Clause. If any provision of this

Trust Agreement is unenforceable, the remaining provisions shall nevertheless be carried into effect.

5.06 Gender and Number. As used in this instrument,

the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

5.07 Headings Not Part of Trust Agreement. Headings

and subheadings in this instrument are inserted for convenience of reference only. They constitute no part of the Trust Agreement.

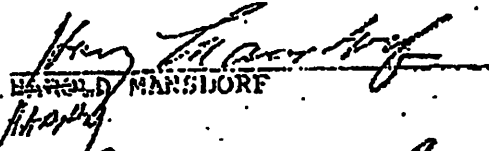
5.08 Notice. Any notice, request, or delivery to be

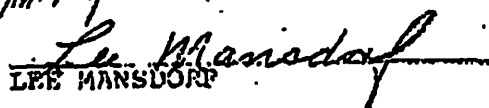
given under this instrument by the trustee, the settlors, or any

other person interested herein to another shall be in writing and signed and shall be effected by personal delivery or by registered or certified mail; postage prepaid, return receipt requested, and shall be deemed communicated as of the personal delivery, or as of the mailing, as the case may be. Mailed notices shall be addressed to the trustee and the settlors as set forth on the first page of this instrument, and to any other person at the last address known for such person. The trustee, the settlors, and any other interested person may effect a change of address by written notice in accordance with this paragraph.

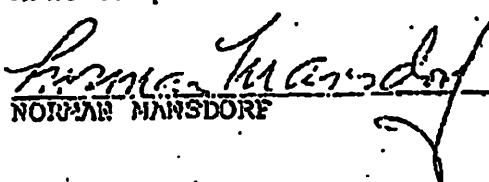
Executed at the location and on the date first above written.

SETTLORS:


HAROLD MANSDORF

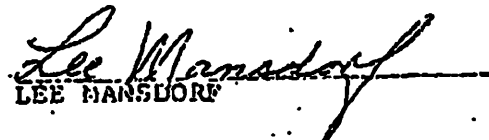

LEE MANSDORF

MILDRED MANSDORF


NORMAN MANSDORF

SADIE MANSDORF

TRUSTEE:


LEE MANSDORF

other person interested herein to another shall be in writing and signed and shall be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the personal delivery, or as of the mailing, as the case may be. Mailed notices shall be addressed to the trustee and the settlors as set forth on the first page of this instrument, and to any other person at the last address known for such person. The trustee, the settlors, and any other interested person may affect a change of address by written notice in accordance with this paragraph.

Executed at the location and on the date first above written.

SETTLORS:

HAROLD MANSDORF

LEE MANSDORF

Mildred Mansdorf
MILDRED MANSDORF

NORMAN MANSDORF

Sadie Mansdorf
SADIE MANSDORF

TRUSTEE:

LEE MANSDORF

MANSDORF TRUST
811 N. ALTA DRIVE
BEVERLY HILLS, CA 90210

WOODLAND HILLS OFFICE
SANTYA BANK CALIFORNIA
WOODLAND HILLS, CA 91364

№ 9871

16,351
1220

PAY Ten Thousand ⁰⁰/₁₀₀ DOLLARS

TO THE
ORDER OF

Marilyn Mansdorf

DATE	CHECK NUMBER	AMOUNT
4/26/88	9871	DOLLARS 10,000 00

⑆009871⑆ ⑆122003516⑆ 0599⑆12538⑆

Marilyn Mansdorf

EXH-C^v

001098

MANSDORF TRUST
 8111 N. ALTA DRIVE
 BEVERLY HILLS, CA 90210

000794

MAY 6, 1996

PAY TO THE ORDER OF **MARYLIN MANSDORF**

NINE THOUSAND 00/100 *****

\$18,000.00

DOLLARS

FOR *Lee Mansdorf*

0000794 1220035160599 12538

SANWA BANK CALIFORNIA
 WOODLAND HILLS OFFICE
 WOODLAND HILLS, CA 91364

MANSDORF TRUST
 8111 N. ALTA DRIVE
 BEVERLY HILLS, CA 90210

000795

MAY 6, 1996

PAY TO THE ORDER OF **MARYLIN MANSDORF**

EIGHT THOUSAND 00/100 *****

\$18,000.00

DOLLARS

FOR *Lee Mansdorf*

0000795 1220035160599 12538

SANWA BANK CALIFORNIA
 WOODLAND HILLS OFFICE
 WOODLAND HILLS, CA 91364

FOURTH AMENDMENT
TO THE
MANSDORF FAMILY REVOCABLE TRUST

This Fourth Amendment (herein "Fourth Amendment") to the Mansdorf Family Trust is made and entered into on the 13th day of July, 2001, by and between Lee Mansdorf ("Trustee") and the following persons (herein, collectively, "Beneficiaries" or "Settlers"; individually, "Beneficiary" or "Settlor"): Harry Mansdorf, Lee Mansdorf, Mildred Mansdorf and Norman Mansdorf.

RECITALS

A. The Trustee and Beneficiaries entered into a trust ("the Trust") relationship on or about August 16, 1976 by executing the original agreement (herein "the Trust Agreement"), a copy of which is attached hereto.

B. The parties have executed three amendments to the Trust Agreement since that date, the first two of which were revoked by the Third Amendment, which itself is being revoked hereby.

C. The parties hereto wish to revise the Trust Agreement in the manner set forth herein.

NOW THEREFORE, the Trust Agreement and its amendments are hereby amended as follows.

1. Amendments Revoked The three amendments (which are the only amendments) to the Trust Agreement are hereby revoked and canceled in their entirety.

EXH-D ✓

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2. Interests in Trust Section 1.02 of the Trust Agreement is hereby revoked in its entirety and replaced with the following:

"Each Settlor has an interest in the trust estate equivalent to the value of the property interests transferred to the Trust. They are as follows:

Harold Mansdorf	25 percent
Lee Mansdorf	25 "
Mildred Mansdorf	25 "
Norman Mansdorf	25 percent"

3. Transfer of Interest Upon Death Article I of the Trust Agreement is amended by adding thereto section 1.05 to read as follows (section 1.05 as set forth in the Second Amendment to the Trust Agreement having been revoked hereby).

"1.05 Termination of Interest The interest of each beneficiary of the Trust shall terminate upon the death of such beneficiary (whether or not such beneficiary has alienated or purported to alienate his or her interest) and the interest of the survivors as set forth in section 1.02 hereof (as modified by section 2 of this Fourth Amendment) shall be increased proportionately. Such deceased beneficiary shall cease to be a beneficiary for purposes of this Trust Agreement as of his or her death."

4. Transfer of Beneficiary's Interest Section 5.02 of the Trust Agreement is deleted and the following is substituted therefor.

"5.02 Alienability of Interest by a Beneficiary A Beneficiary may not alienate or otherwise transfer his or her interest in the Trust or the trust estate unless he or she first revokes his or her interest in the Trust as provided in section 3.01(a) hereof. Such revocation will not be effective unless at least 30 days prior to such purported revocation the revoking Beneficiary gave written notice of intention to revoke to the other Beneficiaries. Any attempt to revoke an interest in the Trust which is given prior to the

expiration of the 30 day period will be void and of no effect."

5. All other terms of the Trust Agreement are hereby ratified and confirmed. This Third Amendment is to be effective on the date first above written.

Trustee:

Lee Mansdorf
Lee Mansdorf

Beneficiaries:

Harold Mansdorf
Harold Mansdorf
Harry

Mildred Mansdorf
Mildred Mansdorf

Norman Mansdorf
Norman Mansdorf

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, Martin J. Kirwan, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 9020 Reseda Boulevard, Suite 201, Northridge, CA 91324.

On October 18, 2004, I served the foregoing document described as "**FIRST AMENDED COMPLAINT**" on the interested parties in this action, by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

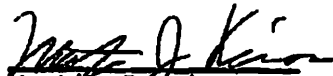
Stephen R. Rykoff, Esq.
1990 S. Bundy Drive, Suite 540
Los Angeles, CA 90025

Marvin G. Burns, Esq.
9107 Wilshire Boulevard, Suite 800
Beverly Hills, CA 90210-5533

I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Northridge, California.

Executed on October 18, 2004 at Northridge, California.

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


Martin J. Kirwan

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**FOURTH AMENDMENT
TO THE
MANSDORF FAMILY REVOCABLE TRUST**

This Fourth Amendment (herein "Fourth Amendment") to the Mansdorf Family Trust is made and entered into on the 13th day of July, 2001, by and between Lee Mansdorf ("Trustee") and the following persons (herein, collectively, "Beneficiaries" or "Settlers"; individually, "Beneficiary" or "Settlor"): Harry Mansdorf, Lee Mansdorf, Mildred Mansdorf and Norman Mansdorf.

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B. The parties have executed three amendments to the Trust Agreement since that date, the first two of which were revoked by the Third Amendment, which itself is being revoked hereby.

C. The parties hereto wish to revise the Trust Agreement in the manner set forth herein.

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Lee Mansdorf	25 "
Mildred Mansdorf	25 "
Norman Mansdorf	25 percent"

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expiration of the 30 day period will be void and of no effect."

5. All other terms of the Trust Agreement are hereby ratified and confirmed. This Third Amendment is to be effective on the date first above written.

Trustee:

Lee Mansdorf
Lee Mansdorf

Beneficiaries:

Harold Mansdorf
Harold Mansdorf

Mildred Mansdorf
Mildred Mansdorf

Norman Mansdorf
Norman Mansdorf

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3 **PROOF OF SERVICE**

4 **STATE OF CALIFORNIA**

5 **COUNTY OF LOS ANGELES**

6 I am employed in the County of Los Angeles, State of California, I am over the age of 18 and
7 not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 300, Los
8 Angeles, California 90067.

9 On May 18, 2012, I served the foregoing document(s) described as: **SUPPLEMENTAL
10 DOCUMENTS IN SUPPORT OF ORDER TO SHOW CAUSE RE SALE OF DWELLING** on the
11 interested parties in this action as follows:

12 **SEE ATTACHED SERVICE LIST**

13 () (PERSONAL SERVICE) Such envelope was hand delivered to the addressee(s).

14 () (BY FACSIMILE TRANSMISSION) I personally facsimiled such document to the above
15 facsimile number which I have been informed and believe to be true and correct, as listed on the
16 attached Service List, and confirmed that said facsimile transmission was received.

17 (X) (VIA OVERNITE EXPRESS/FEDERAL EXPRESS) I caused to be delivered to an authorized
18 overnight delivery service driver to receive documents, in an envelope or package designated
19 by said overnight delivery service with delivery fees paid or provided for, addressed to the
20 person on whom it is to be served, at the address as last given by that person on any document
21 filed in the case and served on the party making service.

22 () (BY MAIL) I am familiar with the ordinary business practices of the law firm of Marcus,
23 Watanabe & Dave, LLP for collection and processing of correspondence for mailing with the
24 United States Postal Service at the aforementioned place of business and that the above-entitled
25 document was placed in a sealed envelope, with postage fully prepaid thereon, and deposited for
26 collection and mailing on the date stated above, following such ordinary practices, and in such
27 manner as to cause it to be deposited with the United States Postal Service that same day in the
28 ordinary course of business, addressed as indicated above.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on May 18, 2012, at Los Angeles, California.


VALERIA M. CHRISTIANSEN

001108

SERVICE LIST

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Kevin Macnamara, Esq.
5281 Pembury Drive
La Palma, California 90623

Attorney for Defendants and Judgment Debtors,
HARRY MANSDORF AND THE MANSDORF
FAMILY TRUST

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Marcus A. Mancini, Esq.
Christopher Barnes, Esq.
Tara J. Licata, Esq.
MANCINI & ASSOCIATES
15303 Ventura Boulevard, Suite 600
Sherman Oaks, California 91403

Attorneys for Third-Party Lienholder,
JOHN C. TORJESEN

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10

11

Francis J. Cunningham, III, Esq.
David S. Bartlestone, Esq.
CUNNINGHAM & TREADWELL
21800 Oxnard Street, Suite 840
Woodland Hills, California 91367

Co-Counsel for Third-Party Lienholder,
CAPITAL ONE, N.A., SUCCESSOR BY MERGER TO
CHEVY CHASE BANK, F.S.B.

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Douglas C. Straus, Esq.
ARCHERNORRIS
2033 N. Main Street, Suite 800
Walnut Creek, California 94596
- and -
Nicole M. McLaughlin, Esq.
ARCHERNORRIS
333 S. Grand Avenue, Suite 1700
Los Angeles, California 90071

Co-Counsel for Third-Party Lienholder,
CAPITAL ONE, N.A., SUCCESSOR BY MERGER TO
CHEVY CHASE BANK, F.S.B.

001109