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

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

Exhibit 1 – 1976 Judgment recorded 1980, *Mansdorf v. United States.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prosecuted for official corruption, bribery of public officials, bank fraud, wire fraud, and illegal kickbacks to a bank vice president over fraudulent loans. **Exhibit 8 – Package of Information on W. Patrick Moriarty.**

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

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

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

16. PET #92;

17. PET #93;

18. PET #94;

19. PET #95;

20. PET #96;

21. PET #97;

22. PET #104;

23. PET #105.

Exhibit 10 – PET Deeds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes, yes.

Is that taking place in bankruptcy court?

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

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

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

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

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

Did Mr. Moriarty approach you about purchasing this property?

Through an agent of his.

And who was that agent?

Dick Keese

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

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

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

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

I believe so.

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

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

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

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

Exhibit 15.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

69. Both of these are completely false.

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

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

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

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

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

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

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

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

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

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

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

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

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

82.

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

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

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

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

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

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

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

1996-2002 FRAUD – LA TUNA CANYON PROPERTY

RHOADES, PERCELL, HENSEL, THOMAS, PET, GSC, WHITEBIRD THEFT OF LA TUNA

87. Move to 1996, LEE suffers a massive heart attack and it was believed he was going to pass. **Exhibit 31, Medical Records of Lee Mansdorf.**

88. Around this same time, the 1st BK is finally closed, 1996. **Exhibit 15.**

89. RHOADES, his wife Susan P. Rhoades, ("S. RHOADES"), long-time associate of LEE who was hired to obtain entitlements for the La Tuna Canyon Property Richard Purcell ("PURCELL"), the President of GSC, Donald D. Hensel, ("HENSEL"), Guillermo (Bill) Morgan, ("MORGAN"), Linda Thomas, ("THOMAS") and others conspired and re-started the scheme originated by MORIARTY to steal the La Tuna Canyon Property from the Mansdorf Family, this time through a Nevada State corporation named "Whitebird, Inc." (hereinafter, "WHITEBIRD").

90. Beginning 1988 and leading up to the death of LEE in 2003, PERCELL was a close advisor to LEE, both individually and in his capacity as Trustee of the MFT, in matters regarding real estate.

91. LEE employed PERCELL to obtain the entitlements for the various properties because PERCELL had a reputation as being able to obtain entitlements for undeveloped property (raw land and under-developed parcels, e.g.: not to their highest and best use at the time).

92. PERCELL was supposed to be obtaining the entitlements for the La Tuna Canyon Property for LEE, but instead sought and did so for WHITEBIRD.

93. In furtherance of this scheme, on April 30, 1996, THOMAS, PURCELL, MORGAN and RHOADES all executed a Waiver of Conflict of interest and fiduciary duty, "Broker Agreement" for the transfer from LEE as trustee of the MFT to WHITEBIRD.

94. In furtherance of this scheme, RHOADES crafted an "Accommodation Agreement" which he thereafter "acted under". **Exhibit 32.**

95. In the Accommodation Agreement, RHOADES appointed himself to act as the accommodator in which he would accommodate LEE's wishes for RHOADES to accept $850,000 from WHITEBIRD for real property in La Tuna Canyon Property.

96. RHOADES did so by falsely implying through the accommodation and complicated transfer scheme that LEE as Trustee of the MFT owed the Walkemplue Trust, ("WALKEMPLUE TRUST") the sum of $850,000.00 and that in exchange for some of the La Tuna Canyon Property, the WALKEMPLUE TRUST would forgive the debt. **Exhibit 33, 1996 Escrow File.**

97. Neither LEE as Trustee of the MFT nor LEE individually owed the WALKEMPLUE TRUST any money.

98. A series reconveyance deeds from GSC were then executed and recorded which referenced the original deeds of trust between DEL RIO and the series of PET companies. **Exhibit 34, Reconveyances from GSC.**

99. Then a series of grant deeds were executed and recorded from a series of PET companies[2], with said grant deeds purporting to transfer most of the La Tuna Canyon Property parcel numbers, (without including accurate, complete or sometimes any legal description for all parcel numbers listed[3]) from the PET companies to WHITEBIRD, along with a host of related transactions, as follows:

> A. On April 24, 1996, AFF Partnership #2995, (NOT 2816A or 2816B), executed a Grant Deed to MORGAN of five (5) La Tuna Canyon parcel numbers 2545-018-004 and 2546-010-009, 2561-007-013, 2545-018-022 and 2546-010-005.
>
> B. On April 29, 1996, HENSEL, stated to be the president of several PET companies and GSC, executed several Grant Deeds to WHITEBIRD of a multitude of La Tuna Canyon parcel numbers.
>
> C. April 30, 1996, MORGAN, executed a Grant Deed to WHITEBIRD, "a Nevada Corporation," of twenty-six, (26) (La Tuna Canyon parcels numbers, rather than the five (5) MORGAN is purported to, (but never "actually") received all interest in from AFF Partnership #2995.

Exhibit 35, 1996 transfers to Whitebird.

100. In reality, the PET and AFF companies had nothing to transfer to WHITEBIRD or MORGAN; and MORGAN, in turn, had nothing to transfer to WHITEBIRD. In reality, all transfers and liens to PET and AFF companies were void by Order of three separate bankruptcy courts, and the impassible fact DEL RIO did not exist prior to or after the transfers.

101. Thus, none of the PET or AFF or GSC companies had any interest in real property in La Tuna Canyon to transfer, sell, bargain for, convey or trade, and the whole thing was orchestrated by PERCELL and RHOADES through WHITEBIRD and THOMAS by using HENSEL, the PET and AFF companies, and finally MORGAN.

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[2] Protective Equity Trust #92, 93 #104, #105, #96; GSC; WHITEBIRD; MORGAN; Pam Land Co.; LEE as Trustee of the MFT.

[3] For instance, numerous documents evidence a partial legal description of some un-listed parcel number and others simply a list of additional parcel numbers with no legal description provided for those at all.

102. However, RHOADES appears the obvious "ring leader" at this point, appearing to "take over" the position of MORIARTY.

103. From around 1982 through today, RHOADES was LEE's and the MFT attorney, representing in a myriad of cases as follows:

A. RHOADES represented LEE in the 1st BK;

B. RHOADES represented LEE in the case against BRUKMAN;

C. RHOADES facilitated LEE filing involuntary bankruptcy against MORIARTY, (the 2nd BK);

D. RHOADES represented LEE in the case TOMPKINS brought against LEE;

E. RHOADES continuously, throughout two decades, advised LEE regarding legal matters, real estate and the MFT.

F. RHOADES' participation in the Bankruptcies, the TOMPKINS and BRUKMAN cases provided him an intimate understanding of the fraud involved:

i. With MORIARTY masquerading as BRUKMAN;

ii. with MORIARTY/BRUKMAN and TOMPKINS using DEL RIO;

iii. with MORIARTY and BEAR's use of La Tuna Properties, LTD, (still active and owned by MORIARTY);

iv. with the PET, GSC, LLP, AFF and California Canadian Bank companies;

v. with MCCLANAHAN, HENSEL, THOMAS, MORGAN, and a host of other individuals and entities.

104. Despite this knowledge, (or because of it), RHOADES was an integral part of:

A. the 1996 theft of the La Tuna Canyon Property by RHAODES, S. RHOADES, PERCELL, MORGAN, HENSEL, THOMAS and others using WHITEBIRD, which included a fraudulent exchange benefited RHOADES and his wife to the tune of $850,000;

B. the fraudulent conversion of hundreds of thousands of dollars from Pacific Coast Lessor, an entity with a Fifty-Year lease agreement regarding property in Malibu;

C. PERCELL receiving $140,000 through the Escrow, going to his company, IMAGN THIS, INC.

D. the theft of additional MFT property in 2003 by WHITEBIRD, and MCMILLIAN, covered up by the sham transfer from MCCLANAHAN to Mr. Mansdorf as Trustee of a non-existent trust – a transfer wholly induced by RHOADES and PERCELL who were actively orchestrating the MCCLANAHAN lawsuit.

105. During the case of *Marylin Mansdorf v. Rufus v. Rhoades, et al.*, Case No. BC316011, RHOADES was the subject of a Deposition.

106. RHOADES actions with PERCELL, MORGAN, THOMAS and others in 1996 to steal the La Tuna Canyon Property caused a falling out between RHOADES and MORIARTY, as MORIARTY planned to steal the same with La Tuna Canyon Properties, LTD.

107. Thus, at the deposition, MORIARTY fed questions to the counsel questioning RHOADES on behalf of Marilyn Mansdorf.

108. As such, Marilyn Mansdorf's counsel expressly asked RHOADES: Who owned the trust subject to the said accommodation agreement and who is the Trustee?

109. RHOADES refused to answer to the question alleging attorney/client privileges.

110. He later swore under oath at this same deposition that he was not owed any money by LEE individually or as Trustee of the MFT.

111. Further, RHOADES swore he did not receive any money from the 1996 sale of La Tuna Canyon Property to WHITEBIRD.

112. RHOADES suppressed the identity of the trustee of the WALKEMPLUE TRUST, and for good reason.

113. In reality, RHOADES' wife S. RHOADES is the Trustee of the WALKEMPLUE TRUST.

114. In reality, RHOADES "accommodated" LEE by handing his wife S. RHOADES the $850,000 RHOADES received from WHITEBIRD for a substantial portion of the La Tuna Canyon Property which belonged to the MFT.

115. Further, public records show that RHOADES and his wife S. RHOADES transferred their personal home they live at, in and out of this trust immediately following LEE's death.

116. The $850,000 then went to the WALKEMPLUE TRUST, to which RHOADES claimed LEE as Trustee of the MFT owed $850,000 to.

117. The $850,000 which went to the WALKEMPLUE TRUST was the "purported" exchange for the transfers from WHITEBIRD to Pam Land Co., and the fraudulent "consideration" was immediately stolen.

118. No money was actually ever owed to this trust by LEE individually or as Trustee of the MFT, and this claim was a ruse to steal property in La Tuna Canyon from LEE as Trustee of the MFT.

119. Worse, the Grant Deed of parcel 2562-006-009 from WHITEBIRD to LEE as Trustee of the MFT was a sham: LEE as Trustee of the MFT already owned that property.

120. Included in one of the real property transfer deeds was one of four parcels of real property from the earlier straw-buyer TOMPKINS, AFF foreclosure, KEITH transfer and later fraudulent MCCLANAHAN case: Parcel No. 2562-006-009.

121. In 1997 RHOADES entered into an agreement with attorney J. Peter Gyben, ("GYBEN") acting on behalf of and for WHITEBIRD for LEE to transfer APN 2561-007-012 to Whitebird in exchange for WHITEBIRD transferring the 040, 041 and 2572-026-042 parcels to Pam Land Co. – a company owned by LEE.

122. GYBEN prepared a quitclaim deed from Pam Land Co. to Whitebird.

123. In that quit claim deed, parcels 2561-007-010 and 2561-007-012 were purported to be transferred from Pam Land Co. to WHITEBIRD.

124. May 6, 2002, HENSEL signed a Full Reconveyance for GSC "to the person or personas legally entitled thereto" of the Deed of Trust referencing PET #93.

125. PURCELL and his office were listed on the return address.

126. Based upon the bankruptcy and other court rulings, and the plain facts involving DEL RIO, LEE, Trustee of the MFT was the "person" entitled thereto.

2003 – MCCLANAHAN/MCMILLIN FRAUD ORCHESTRATED BY RHOADES AND PERCELL

127. Moving to 2003, LEE passed away and Mr. Mansdorf became the Trustee of the MFT.

128. As LEE was the Trustee of the family trust from his appointment as Trustee in 1967 to 2003, and LEE dealt with most of the business of the MFT and the real estate holdings, Mr. Mansdorf did not have much idea about what property was owned and how.

129. RHOADES directed Mr. Mansdorf to contact LEE's long-time girlfriend, MCCLANAHAN, and request that MCCLANAHAN deed property over to Mr. Mansdorf she allegedly obtained while with LEE, for the purpose of Mr. Mansdorf paying his brother's LEE's death taxes.

130. In reality, MCCLANAHAN never owned any of the four parcels, (2562-006-009, 2572-026-040; 2572-026- 041 and 2572-026-042).

131. This fact has been confirmed by in a title report from a 37 year expert.

132. On or about December 19, 2003, MCCLANAHAN signed a Grant Deed which purported to transfer real property from MCCLANAHAN to Mr. Mansdorf, Trustee of the "Lee Mansdorf Family Revocable Trust, dated July 13, 2001."

133. There is not now, nor has there ever been a "Lee Mansdorf Family Revocable Trust" of any date.

134. The only trust that exists for the Mansdorf Family is the "Mansdorf Family Revocable Trust, dated August 31, 1967," (the "MFT").

135. This Grant Deed was recorded on December 31, 2003, in the Los Angeles County Recorder's Office under Instrument No. 03 3912318.

136. Thus, the claimed "grant" from MCCLANAHAN to Mr. Mansdorf was actually a nullity, granting and transferring nothing, from every way possible – a non-owner Grantor and a non-existent Grantee.

137. Further, this document had several unique and identifying features:

A. The Assessor's Parcel Number, ("APN") is "whited out" at the top.

B. Two APN's are written only in part on the side, appearing as: 2572-026-040 and 2572-026-041:

2572-76-40, 41

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 a personally known to me (or proved to me on the basis of satisfactory evidence) to be the name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/ the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) instrument the person(s), or the entity upon behalf of which the person(s) acted, execute instrument. WITNESS my hand and official seal. Signature _ FOR NOTARY SEAL OR STAM

MAIL TAX STATEMENTS AS DIRECTED ABOVE

138. McCLANAHAN's signature is dated December 19, 2003, but the authentication of her signature by the notary is dated December 22, 2003, and the notarization is directly below her signature:

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

] SS:

(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 #528

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)

03 3912318

139. The legal description attached to this deed describes two (2) parcels of real property in Los Angeles County:

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.

140. Finally, the document is only 2 pages long (not including the administrative cover page)

141. One Document Number before this MCCLANAHAN Grant Deed, RHOADES recorded the Reconveyance from the California Department of Transportation to "person or persons entitled thereto" regarding the 1979 KLAPP Deed of Trust with the California Department of Transportation and parcel 2572-026-042.

142. The 2572-026-042 parcel is also evident in a multitude of previous transactions, despite the fact the California Department of Transportation held a Deed of Trust against that property until the 1996 reconveyance, not recorded until 2003, (with the extreme delay directly attributable to RHOADES). This 2572-026-042 parcel is evident:

A. in the Transfer from Keith Card to LEE as Trustee of the TRUST regarding all four parcels, (2562-006-009, 2572-026-040; 2572-026- 041 and 2572-026-042) back in 1988 and again in 1992;

B. in the California Canadian Bank reconveyance;

C. in the flurry of false transfers in 1996; and finally,

D. in the next wave of fraudulent documents and transfers in 2003.

143. December 5, 2003, Mr. Mansdorf, as Trustee of the MFT is listed as the Grantee on a Grant Deed to Glen L. McMillin.

144. Parcel number 2562-006-009 is on the front page, yet 2562-006-009, 2572-026-040, 2572-026-041 and 2572-026-042 are handwritten along the side.

145. The actual legal description was of parcels 2562-006-009, 2572-026-040, 2572-026-041 and 2572-026-042.

146. The notary signature appears four days after the purported signature of Mr. Mansdorf on December 9th, and the Grant Deed was then recorded as instrument Number 03-3912320 in the Los Angeles County Recorder's Office on December 31, 2003.

147. The same day December 5, 2003, Glen L. McMillin as Trustor, Lawyers Title Company, as Trustee, and Mr. Mansdorf, as Trustee of the MFT as Beneficiary, are listed on a Deed of Trust with Assignment of Rents.

148. The legal description for this Deed is of the same as the four-parcel legal description on the Grant Deed to McMillin: 2562-006-009, 2572-026-040, 2572-026-041 and 2572-026-042.

149. On December 19, 2003, THOMAS, as president of WHITEBIRD, executed a Corporation Grant Deed (correction grant deed) to Mr. Mansdorf, Trustee of the MFT dated July 13, 2001, with such being notarized three days later, December 22, 2013.

150. The 2562-006-009 parcel was listed on the front, and the legal description of 2562-006-009 was also provided on the Exhibit A to this Grant Deed.

151. On December 19, 2003, THOMAS, president of WHITEBIRD, executed another Corporation Grant Deed (correction grant deed) to Mr. Mansdorf, Trustee of the MFT dated July 13, 2001.

152. Her December 19, 2003 signature on this document was notarized almost four months later, April 15, 2004.

153. WHITEBIRD is a Nevada State corporation, yet the notarization was completed in Tarrant County, Texas.

154. This "Correction Deed" from WHITEBIRD purported to convey three parcels, 2572-026-040, 2572-026-041, and 2562-026-042 on the first page, yet the legal description contained the same legal descriptions for 2562-006-009, 2572-026-040, 2572-026-041 and 2572-026-042.

155. Though executed on March 13, 1996, Rhoades did not record the Substitution of Trustee and Full Reconveyance from State of California, Department of Transportation of the May 2, 1979, Lee Klapp Deed of Trust in the LACRO until December 31, 2003, under Instrument Number 03-3912317.

156. The document claimed to return title to parcels 2562-006-009, 2572-026-040, 2572-026-041 and 2572-026-042 to the person or persons legally entitled to it, which that document stated "to be returned to" LEE.

157. The actual sale from the MFT conveying APNs 2562-006-009, 2572-026-040, 2572-026-041 and 2572-026-042 to Glen L McMillin was for a total of $1,119,980.00.

158. $600,000.00 was the total initial consideration, plus $500,000.00 in a note, secured with a Deed of Trust from Glen L. McMillin to Mr. Mansdorf, Trustee of the MFT dated July 13, 2001.

159. On March 8, 2004, probate of the Estate of Lee Mansdorf was opened.

160. May 17, 2004, the probate court in the Estate of LEE entered an Order Determining Ownership with regard to the Mansdorf family home in Beverly Hills, (the "ALTA HOME"), stating:

161. 811 North Alta Drive is the property of MANSDORF FAMILY TRUST, dated August 31, 1967, of which HARRY MANSDORF is the current trustee.

FRAUD, ELDER ABUSE AND POTENTIAL MURDER BY GIACOMAZZA

162. Beginning in 2004, just after the 2003 fraud, and through the McCLANAHAN, Mr. Mansdorf was being preyed upon by a man named Michele Giacomazza, ("GIACOMAZZA").

163. Unbeknownst to most, GIACOMAZZA had committed and was committing fraud and elder abuse against Mr. Mansdorf, fraudulently transferring the title to the Malibu Property and the home in Beverly Hills on Alta Drive.

ATTEMPT TO STEAL MALIBU THROUGH GIACOMAZZA AND MARYLIN MANSDORF CASE

164. On May 24, 2004, Marylin Mansdorf filed suit against Mr. Mansdorf, RHOADES and others, but there was no Quiet Title cause of action in this case, but at this same time, Mr. Mansdorf was being abused by a man named Mike Gatto, a/k/a Michele Giacomazza, (“GIACOMAZZA”).

165. The lower court case was filedagainst RHOADES and Mr. Mansdorf by LEE's former wife, Marylin Mansdorf whom LEE divorced way back in 1968.

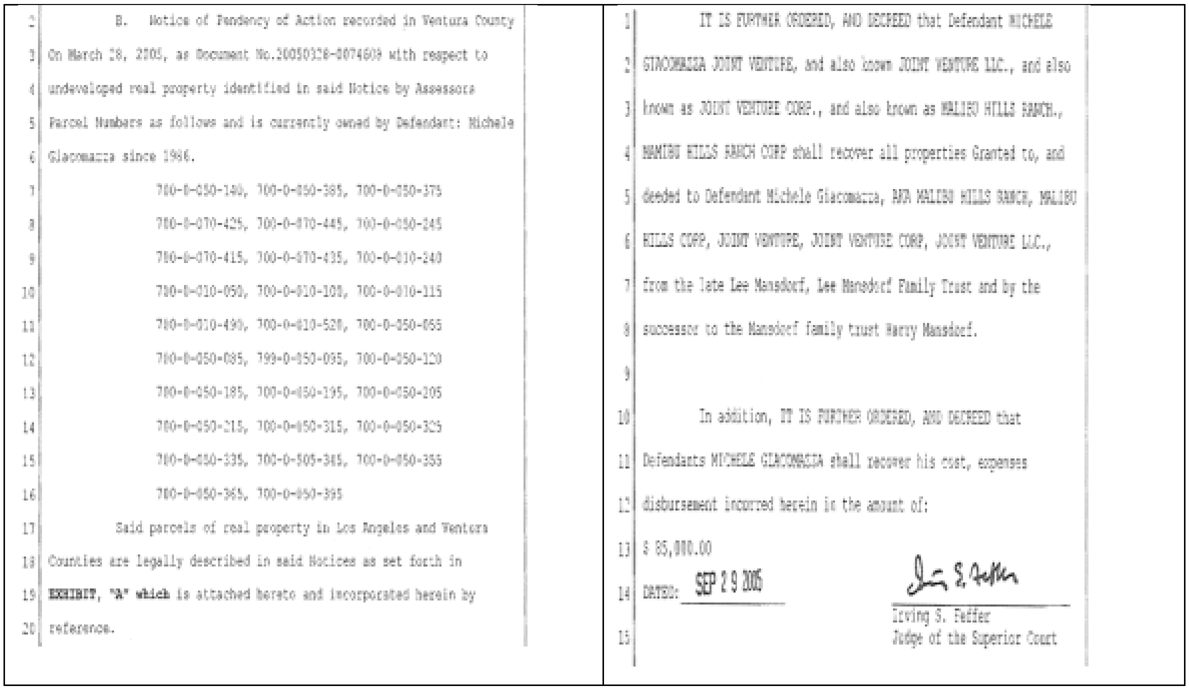
166. This was the case where RHOADES was deposed with questions crafted by MORIARTY.

167. It was also the first civil case Mr. Mansdorf faced since his brother's demise.

168. The Case was assigned to Department 51, Judge Irving S. Feffer.

169. Ultimately, Judge Feffer rendered Judgment after trial by court on September 29, 2005 against Marilyn Mansdorf.

170. This Judgment contained 15 pages of legal descriptions, (the Malibu Property), GIACOMAZZA was the party entitled to judgment, and it was clearly intended to be the instrument by which to perfect the theft of the Malibu property:



B. Notice of Pendency of Action recorded in Ventura County On March 28, 2005, as Document No.20050328-0074609 with respect to undeveloped real property identified in said Notice by Assessors Parcel Numbers as follows and is currently owned by Defendant: Michele Giacomazza since 1986.

700-0-050-140, 700-0-050-385, 700-0-050-375
700-0-070-425, 700-0-070-445, 700-0-050-245
700-0-070-415, 700-0-070-435, 700-0-010-240
700-0-010-050, 700-0-010-108, 700-0-010-115
700-0-010-490, 700-0-010-520, 700-0-050-055
700-0-050-085, 799-0-050-095, 700-0-050-120
700-0-050-185, 700-0-050-195, 700-0-050-205
700-0-050-215, 700-0-050-315, 700-0-050-325
700-0-050-335, 700-0-505-345, 700-0-050-355
700-0-050-365, 700-0-050-395

Said parcels of real property in Los Angeles and Ventura Counties are legally described in said Notices as set forth in **EXHIBIT, "A" which** is attached hereto and incorporated herein by reference.

IT IS FURTHER ORDERED, AND DECREED that Defendant MICHELE GIACOMAZZA JOINT VENTURE, and also known JOINT VENTURE LLC., and also known as JOINT VENTURE CORP., and also known as MALIBU HILLS RANCH., MAMIBU HILLS RANCH CORP shall recover all properties Granted to, and deeded to Defendant Michele Giacomazza, AKA MALIBU HILLS RANCH, MALIBU HILLS CORP, JOINT VENTURE, JOINT VENTURE CORP, JOINT VENTURE LLC., from the late Lee Mansdorf, Lee Mansdorf Family Trust and by the successor to the Mansdorf family trust Harry Mansdorf.

In addition, IT IS FURTHER ORDERED, AND DECREED that Defendants MICHELE GIACOMAZZA shall recover his cost, expenses disbursement incurred herein in the amount of:

$ 85,000.00

DATED: SEP 29 2005

Irving S. Feffer
Judge of the Superior Court

171. The judgment literally gave the Malibu Property to GIACOMAZZA, and that was not even an issue in the case.

172. Mr. Mansdorf’s own attorney KEEP wrote the Judgment, and based upon this fact it is clear KEEP was directly assisting GIACOMAZZA’s attempt to steal the Malibu Property.

173. Why Judge Feffer would sign a Judgment containing such an egregious error is potentially explained below.

174. Marilyn appealed on October 12, 2005.

175. On March 21, 2006 that Judgment was Amended/Corrected by request of the Mr. Mansdorf at the direction of GONZALEZ, which removed all reference to GIACOMAZZA owning or being granted the Malibu property:

→SHALL REMAIN IN EFFECT DURING ~~PENDING~~ THE APPEAL OF THIS JUDGMENT.

with respect to Los Angeles County and Ventura County Properties ~~are hereby set aside, terminated and of no further force and effect. The Notices of Pendency of Action are identified and described as follows:~~

A. Notice of Pendency of Action ~~recorded in Los Angeles~~ County on March 28, 2005, as Document No.05 0708917 with respect to residential real property located at 811 North Alta Drive, Beverly Hills, California, 90210, legally described as follows:

Lot 2 of Tract No. 7954 in the City of Beverly Hills as Per map recorded in Book 113, Page 70 and 71 of Maps in the office of the Los Angeles Recorder.

B. Notice of Pendency of Action recorded in Ventura County on March 28, 2005, as Document No.20050328-0074608 with respect to undeveloped real property identified in said Notice by Assessors Parcel Numbers as follows:

700-0-050-140, 700-0-050-385, 700-0-050-375
700-0-070-425, 700-0-070-445, 700-0-050-245
700-0-070-415, 700-0-070-435, 700-0-010-240
700-0-010-050, 700-0-010-100, 700-0-010-115
700-0-010-490, 700-0-010-520, 700-0-050-055
700-0-050-085, 799-0-050-095, 700-0-050-120
700-0-050-185, 700-0-050-195, 700-0-050-205
700-0-050-215, 700-0-050-315, 700-0-050-325
700-0-050-335, 700-0-505-345, 700-0-050-355
700-0-050-365, 700-0-050-395

Said parcels of real property in Los Angeles and Ventura Counties are legally described in said Notices as set forth in **EXHIBIT "A"** which is attached hereto and incorporated herein by

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[Proposed] AMENDED JUDGMENT AFTER COURT TRIAL

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants 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, and MILDRED MANSDORF shall recover their costs and disbursements incurred herein in the sum of $ ________.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants MICHELE GIACOMAZZA, JOINT VENTURE also known as JOINT VENTURE CORP. and as JOINT VENTURE, LLC., and MALIBU HILLS RANCH also known as MALIBU HILLS RANCH CORP. shall recover their costs and disbursements incurred herein in the sum of $________.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Court's order granting the Motion of Defendants MANSDORF that the Judgment in this action filed on September 29, 2005 be corrected, the Court orders that this Amended Judgment which corrects said previous Judgment be filed and entered nunc pro tunc as of September 29, 2005, the date of filing said previous Judgment.

DATED: MAR 2 1 2006

IRVING S. FEFFER
Judge of the Superior Court

176. The Amended Judgment left in effect the Bond and Preliminary Injunction freezing the property during the appeal of the Judgment.

177. Marilyn lost the appeal, and Judgment was affirmed March 15, 2007.

178. She petitioned the California Supreme Court for review on April 23, 2007 and was denied on June 13, 2007.

179. Chief Justice Ronald George was sitting on the bench at this time.

180. 20/20 Hindsight would suggest that since the attempt to steal the Malibu property through the Marilyn Mansdorf case was thwarted, a back-up plan was enacted; The MCCLANAHAN case.

GONZALEZ APPEARS

181. GONZALEZ's, ("GONZALEZ") part in this story began when he met Mr. Mansdorf in mid-November of 2005. GONZALEZ was introduced to Harry by MORIARTY, whom he had met only months prior.

182. At that time, GONZALEZ was in real estate, working with hard money lenders, and GONZALEZ was able to arrange the funding for a $3,500,000 loan at MORIARTY's request for one of his associates within days.

183. Based upon that performance, MORIARTY requested GONZALEZ's assistance on a deal he described as a six month purchase-option to buy, requiring $15,000 a month payments during the option phase.

184. MORIARTY identified the property subject to the deal as three lineal miles of coastal property: approximately 1,300 acres located in Ventura County, (Malibu) California – the Malibu Property.

185. MORIARTY said the Malibu Property was owned by three elders, with Mr. Mansdorf in charge at that time.

186. Though unknown to GONZALEZ at the time, these "three elders" were Mildred Mansdorf, Norman Mansdorf and Mr. Mansdorf.

187. Shortly after GONZALEZ agreed to participate in MORIARTY's proposed purchase-option acquisition venture, he introduced GONZALEZ to Mr. Mansdorf, but not as an "investor" who would be paying him $15,000 a month for the next six months.

188. Rather, MORIARTY introduced GONZALEZ as a "buyer".

189. After GONZALEZ paid the Mansdorf's $90,000 over six months, MORIARTY and GONZALEZ were to pay the Mansdorf's tens of millions for the property, and sell the same to Sempra Energy for more than a hundred million, and split the profit.

190. MORIARTY had GONZALEZ convinced that Sempra Energy was extremely interested in the Mansdorf's property for use as an LNG (Liquid Natural Gas) Terminal, and that through his influence would pay a premium for the property.

191. Ultimately GONZALEZ discovered MORIARTY was only using him to carry out a new scheme to swindle the Malibu Property from Mr. Mansdorf. Just as MORIARTY had already run an old scheme on Harry's Mansdorf's brother LEE, way back beginning in 1981.

192. Amazingly, MORIARTY was now boldly attempting to steal the very same property from the very same family some Twenty Five years later!

193. Not hard at all to believe when MORIARTY was credited with masterminding "the worst political corruption case in modern California time," as quoted by US Attorney

Robert C. Bonner in one of over 450 Los Angeles Times articles covering MORIARTY up to his conviction on April 1st, 1988 for mail fraud and political corruption charges for personal gain.

194. MORIARTY was eventually sentenced to seven years in federal prison for these crimes, but only served twenty-eight months due to his conviction being overturned on appeal based upon a “legal technicality”.

195. About a year into putting this MORIARTY “deal” together, a recent acquaintance of GONZALEZ’s mother, named Maria Ramos, introduced me to her fiancé, attorney Tony Ramos aka Jose Chavez Jr. (SBN 91635), (“CHAVEZ”).

196. Shortly thereafter, GONZALEZ retained CHAVEZ to represent him in this purchase/sale contract agreement, ranging from $45,000,000 to $55,000,000 million, with Mr. Mansdorf over the Malibu Property.

197. GONZALEZ’s suspicions of the deal being some sort of scam got worse because he had the paperwork together, he had the money together, (he held in his hands a letter of credit for $60,000,000), but week after week, for months, Mr. Mansdorf kept asking GONZALEZ to return so GONZALEZ and Mr. Mansdorf could execute the purchase contract – but they never did.

198. After setting up the loan, escrow and all the details in accordance with Harry's Mansdorf’s wishes to sell, Mr. Mansdorf couldn't sell.

199. The reason: a man GIACOMAZZA had fraudulently stolen title to the Malibu Property (and the ALTA HOME), and was not cooperating with Harry's Mansdorf’s demands to enter into a purchase/sale agreement.

200. At this time, CHAVEZ then went from representing GONZALEZ in a purchase/sale contract agreement to representing Mr. Mansdorf in an upcoming appeal from the Marylin Mansdorf vs. Rufus Rhoades Et al., case, Los Angeles Superior Court (“LASC”) case no. BC316011.

201. In an April 25, 2006, letter to Mr. Mansdorf, MCCLANAHAN claimed RHOADES wrote a letter to MCCLANAHAN stating that LEE mentioned including MCCLANAHAN on property, thus planting the seed of property ownership within MCCLANAHAN: “[a]s for my letter to Rufus, Rufus wrote me that Lee mentioned including me on property, and I am sure you will let me know when you come across my name.”

202. MCCLANAHAN never owned these parcels or any property, and these facts were known to RHOADES at the time he made the statements to Respondent that she owned some property.

203. PERCELL then falsely informed MCCLANAHAN the property she transferred to Mr. Mansdorf had been sold for $600,000 and that she had $500,000 coming from LEE's will, along with money for a new car.

204. Proving PURCELL'S falsities, the $600,000 he so related to MCCLANAHAN had nothing to do with her because she never even ACTUALLY transferred any property to Mr. Mansdorf, trustee of the MFT.

205. Further, the actual will of LEE flat refutes PURCELL'S statements to MCCLANHAN about Lee Mansdorf leaving Respondent half-a-million dollars, as shown by the language of LEE's will submitted and accepted by the Probate Court in the Estate of Lee Mansdorf:

> A. FIRST I declare that I am not married.
>
> B. SECOND I have no living children.
>
> C. THIRD Most of my assets are held in the Mansdorf Family Revocable Trust, ("the Trust") which was most recently amended on or about July 13, 2001. I hereby ratify and confirm the terms of the Trust as amended.
>
> D. FOURTH I give my entire estate to the Trust
>
> . . .
>
> E. SIXTH If any person, whether a beneficiary under my will or not, in any manner, directly or indirectly, contests my will or any of its provisions in any legal proceeding that is designed to thwart my wishes as expressed in my will, any share or interest in my estate given to that contesting beneficiary under my will is revoked and shall be disposed of under the terms of my will as if that contesting beneficiary has predeceased me without issue.

206. LEE did not "will" MCCLANAHAN a single penny, let alone two (or four) whole parcels of property or half a million dollars.

207. RHOADES and PURCELL's statements were calculated to provide a false basis for the later MCCLANAHAN lawsuit and judgment.

208. Nonetheless, on December 18, 2006, MCCLANAHAN, through attorneys Thomas Cacciatore, ("CACCIATORE") and Timothy B. Sottile, ("SOTTILE") filed an

unverified complaint in the Los Angeles Superior Court ("LASC"), Case No. BC36365, against Harold Mansdorf individually and as trustee of the Mansdorf Family Revocable Trust, (rather than the accurate, "Harry Mansdorf"), Mildred Mansdorf and Norman Mansdorf, seeking damages for claims of fraud, deceit, breach of fiduciary duty, and intentional infliction of emotional distress.

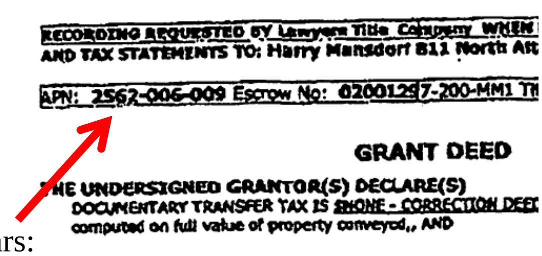
209. The allegations in the complaint alleged Harold Mansdorf convinced MCCLANAHAN to deed unimproved real property (stated as "vacant land" on the deed) she allegedly owned to Mr. Mansdorf as Trustee of the Lee Mansdorf Family Trust, by stating the property was "worthless," and would be sold simply to pay for death taxes stemming from Lee Mansdorf's passing.

210. The documentary transfer tax of $850.00 on the KEITH deed to MCCLANAHAN appears to evidence an $850,000 payment to KEITH for the Grant Deed, so a false belief by MCCLANAHAN that the property was "worthless" simply because Mr. Mansdorf claimed to state so is "far-fetched," to say the least.

211. The Expert title report produced by Ms. Donna Bivens CLEARLY evidences the unassailable fact MCCLANAHAN never ACTUALLY owned the land to begin with, to even be able to legally, rightfully or actually deed it over to Mr. Mansdorf. Attached to the Civil Complaint as the claimed documentary evidence supporting the allegations is an unrecorded Grant Deed visually and markedly different from the Grant Deed recorded as Instrument No. 03 3912318.

212. There is no "cover page" included (The Los Angeles County Recorder's Office places a cover page on all documents recorded there.), and the document does not bear the typical stamp or other marks from the county recorder's office on the top right (which is reserved for that purpose), the bottom or on any of the pages.

213. This document was never even officially recorded in the Los Angeles County Recorder's Office. Unlike the recorded Grant Deed, the APN is not whited-out, and the 2562-026-009 appears:

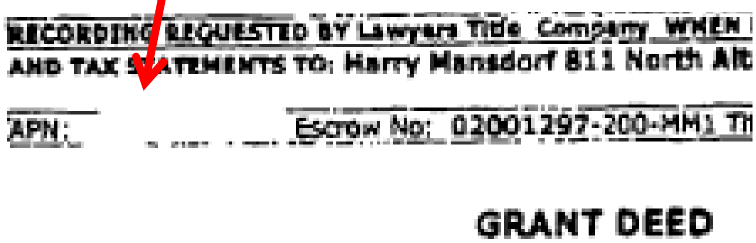

RECORDING REQUESTED BY Lawyers Title Company WHEN
AND TAX STATEMENTS TO: Harry Mansdorf 811 North Alt

APN: 2562-006-009 Escrow No: 02001297-200-MM1 TI

GRANT DEED

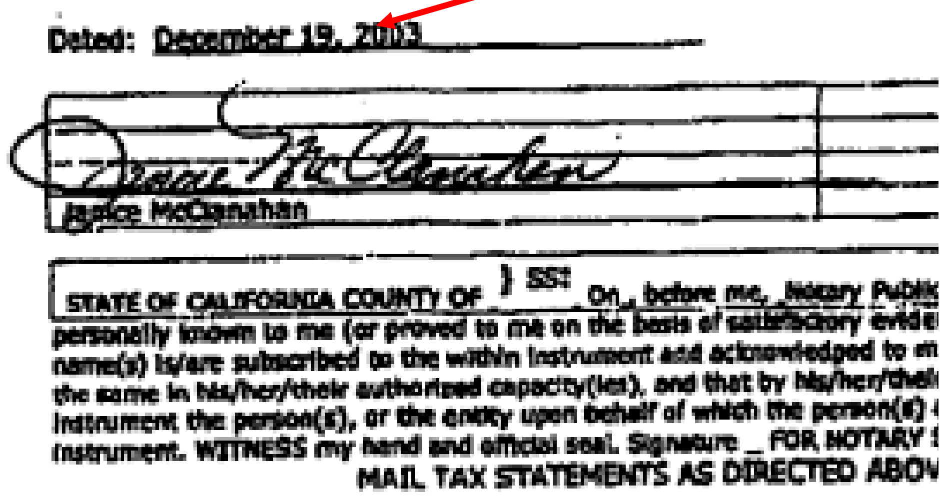
THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS $NONE - CORRECTION DEED
computed on full value of property conveyed,, AND

214. HOWEVER, THIS INFORMATION WAS WHITED OUT ON THE RECORDED VERSION:


RECORDING REQUESTED BY Lawyers Title Company WHEN
AND TAX STATEMENTS TO: Harry Mansdorf 811 North Alt
APN: Escrow No: 02001297-200-MM) TI

GRANT DEED

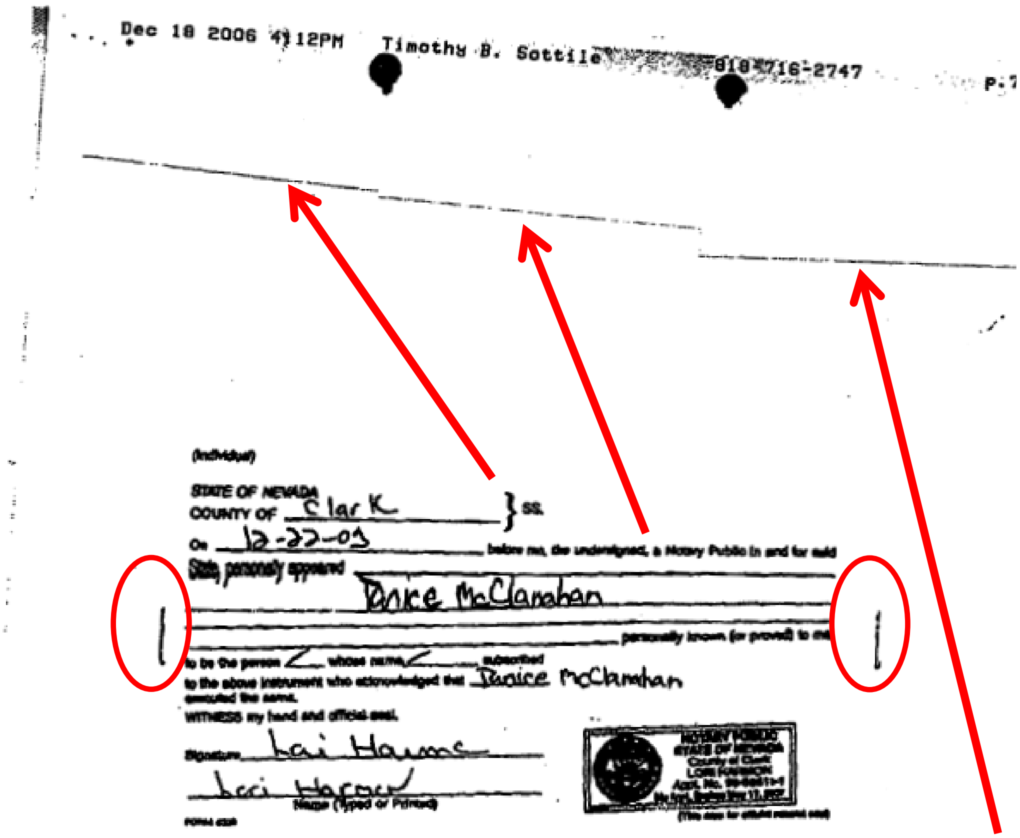
215. The two parcel numbers written on the side of the recorded Grant Deed were removed from this fake deed, and MCCLANAHAN'S signature is still dated December 19, 2003, however, there is no notary stamp and seal underneath anymore:


Dated: December 19, 2003

Janice McClanahan

STATE OF CALIFORNIA COUNTY OF } SS: On, before me, Notary Public
personally known to me (or proved to me on the basis of satisfactory evide
name(s) is/are subscribed to the within instrument and acknowledged to m
the same in his/her/their authorized capacity(ies), and that by his/her/thei
instrument the person(s), or the entity upon behalf of which the person(s)
instrument. WITNESS my hand and official seal. Signature _ FOR NOTARY S
MAIL TAX STATEMENTS AS DIRECTED ABOV

a. Instead, the notary signature and seal was moved to four pages away:


Dec 18 2006 4:12PM Timothy B. Sottile 818-716-2747 p.7

(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.

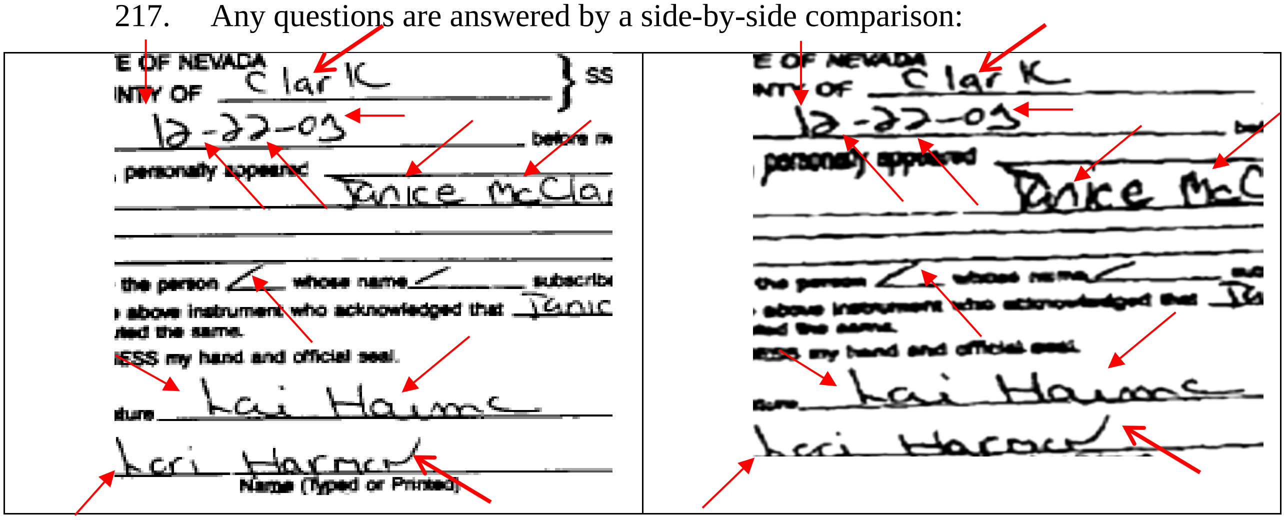
Signature

Lori Harmer
Name (Typed or Printed)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark

216. Like the recorded Grant Deed, the notarization is dated three days after the signature date, December 22, 2003. However, the entire notary portion is clearly photo-shopped or copied and pasted from the recorded Grant Deed.

217. Any questions are answered by a side-by-side comparison:



218. Now, rather than the legal description being of two parcels as described on the recorded Grant Deed, this unrecorded deed contains the legal description of four (4) parcels, 2562-006-009, 2572-026-040, 2572-026-041 and 2572-026-042.

219. Regarding the monetary demand in the complaint, there was none. Literally no amount of money was stated, listed or demanded other than "damages according to proof".

220. A private investigator, Mr. Gregory J. Garrett, claimed to effectuate service of the summons and complaint at the actual ALTA HOME, with the proof of service claiming Mr. Garrett served a man who he best described as a "Caucasian, male, approx. 5'6", 165lbs, 85+ years of age, grey hair, and brown eyes," listing this individual as "Harold Mansdorf".

221. The driver's license of Mr. Mansdorf recites and shows that Mr. Mansdorf had white hair, green eyes, was 5'6", and weighed 195 lbs.

222. There is a big difference between 5'6", 165 lbs. and 5'6", 195 lbs., (the cartoon figure of the Pillsbury doughboy comes to mind.)

223. The individual described by Garrett was not Mr. Mansdorf.

224. At this same time, GIACOMAZZA was committing his horrendous fraud and elder abuse against Mr. Mansdorf, as evidenced in Los Angeles Superior Court, Case Number BC385946.

225. From around April of 2007 through October of 2009, GONZALEZ physically engaged with GIACOMAZZA while going back and forth with Mr. & Mrs. Mansdorf to court.

226. Had Mr. Garrett viewed any pictures or other evidence of GIACOMAZZA'S appearance, or actually met Mr. GIACOMAZZA, it is very likely that he would not have claimed service upon Harold Mansdorf, as the individual who received the documents was GIACOMAZZA, an individual who is 5'6", 165 lbs, appearing 80+ years old with grey hair and brown eyes.

227. When re-affirming his service in response to a motion to vacate, Garrett stated, "Although my perception of Mr. Mansdorf's eye color, hair color and weight may be debatable, all I know is that I served this elderly gentleman, who identified himself as Harold Mansdorf, with the Summons and Complaint at that time."

228. Based upon the fact of GIACOMAZZA's elder abuse and nefarious attempts to steal Mr. Mansdorf's property, and the fact Mr. Mansdorf first responded to this case when he

received the abstract of judgment from the County Recorder, it appears GIACOMAZZA was the actual person who received the service of process from Garrett.

229. Mildred Mansdorf passed away three weeks prior to Mr. Garrett's alleged sub-service of the complaint on the "Caucasian, male, approx., 5'6", 165lbs, 85+ years of age, grey hair, and brown eyes," on March 5, 2007, Mr. Mansdorf was not the executor of Mildred Mansdorf's estate, and his name is "Harry" Mansdorf not "Harold".

230. Despite these facts, Garrett's Proof of Service further claims he served 1) Harold individually, 2) Harold as trustee, and 3) Mildred (who pre-deceased the alleged service date) individually.

231. Despite claiming to have successfully served Harold Mansdorf, personally, with the complaint and summons at the ALTA HOME, on July 24, 2007, MCCLANAHAN then applied for an order to serve the statement of damages via "publication".

232. Judge Feffer entered an order for publication the very same day.

233. On August 29, 2007, MCCLANAHAN published the Statement of Damages in the Metropolitan News Enterprise, a daily newspaper in Los Angeles, California, USA covering local legal business news.

234. The newspaper is published five days a week, Monday through Friday.

235. The Metropolitan News-Enterprise, established in 1901, features articles on law and the courts, government, politics, business and health.

236. Circulation at the time of publication was around 1700, and is still, even now, only 2,000.

237. None of the 1700 or so subscribers resided in Beverly Hills.

238. Though no amount was stated in the complaint, MCCLANAHAN now demanded two million dollars ($2,000,000.00) in compensatory damages, and ten million dollars ($10,000,000.00) in punitive damages, for a total of twelve million dollars ($12,000,000), in the published statement of damages.

239. MCCLANAHAN and her attorney submitted a "brief summary," together with declarations and the fake deed to support their attempt at obtaining a default judgment.

240. At this time, Judge Irving S. Feffer was presiding over the MCCLANAHAN case, as it had originally been assigned to Judge Irving S. Feffer in Department 51.

241. Judge Feffer is a friend of the Italian American Bar Association.

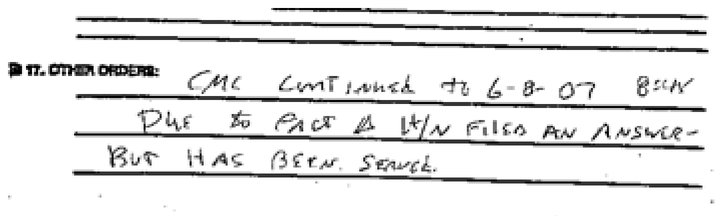
242. Judge Feffer also presided over the Marilyn Mansdorf v. Rufus Rhoades, “Harold” Mansdorf, Michelle Giacomazza, et a, case, LASC #BC316011 filed May 24, 2004.

243. The hearing on MCCLANAHAN’s motion for entry of default was continued two separate times, with “notice” to Mr. Mansdorf being “waived” by Judge Feffer both times.

244. BC363659 Docket Entries and Judges Orders appear as follows:

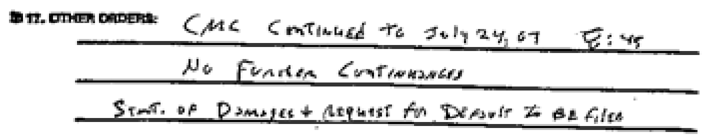
A. 05/01/2007 at 08:45 am in Department 51, Irving Feffer, Presiding

B. Conference-Case Management - Matter continued


17. OTHER ORDERS: CMC Continued to 6-8-07 8:30
Due to fact ∆ H/N Filed an Answer-
But has been served.

C. 06/08/2007 at 08:45 am in Department 51, Irving Feffer, Presiding

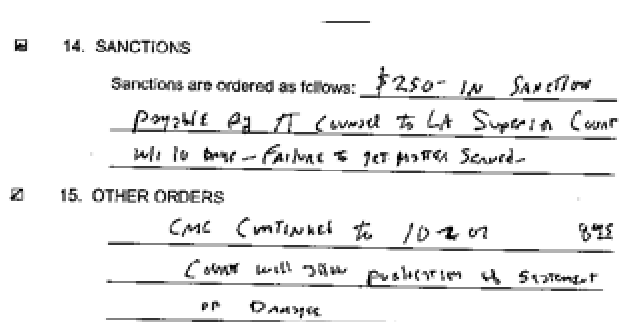
D. Conference-Case Management (CF: 5-1-07;) - Matter continued


17. OTHER ORDERS: CMC Continued to July 24, 07 8:45
No Further Continuances
Stmt. of Damages + Request for Default to be filed

E. No Further Continuances……? Yet the Matter was continued 4 more times.

F. 07/24/2007 at 08:45 am in Department 51, Irving Feffer, Presiding

G. Conference-Case Management (*NO FURTHER CONTS*) - Matter continued


14. SANCTIONS
Sanctions are ordered as follows: $250- in Sanction
payable by π Counsel to LA Superior Court
w/i 10 days – Failure to get matter served–
15. OTHER ORDERS
CMC Continued to 10-2-07 8:45
Court will allow publication of Statement
of Damages

H. 10/02/2007 at 08:45 am in Department 51, Irving Feffer, Presiding

I. Conference-Case Management (7-24-07 SANCS PAID?) – Completed

15. OTHER ORDERS

MATTER IS SET FOR OSC RE ENTRY OF DEFAULT JUDGMENT ON 11-2-07 845 TO BE BY DECLARATIONS. FILE DOCUMENTS IN ROOM 111.

18. NOTICE

☐ To be given by plaintiff/defendant/clerk

☑ Waived

DATED 10-2-07

IRVING FEFFER
Judge of the Superior Court

J. Notice Waived?.... (MEANING MR. MANSDORF, per the Court itself, was not given notice of OSC Re: Entry of Default Judgment hearing.)

K. 11/02/2007 at 08:45 am in Department 51, Irving Feffer, Presiding

L. Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT;) - Matter continued

15. OTHER ORDERS

CASE IS BEING REVIEWED BY DEFAULT SECTION. OSC RE DEFAULT JUDGMENT IS CONTINUED TO 1-23-08 845 -

Trial date FILE DOCUMENTS IN ROOM 111. DEFAULT TO BE DONE BY DECLARATION

18. NOTICE

☐ To be given by plaintiff/defendant/clerk

☑ Waived

DATED 12-10-07

IRVING FEFFER
Judge of the Superior Court

245. No Case Management Order notes in case file for this day

M. 12/10/2007 at 08:45 am in Department 51, Irving Feffer, Presiding

N. Order to Show Cause (RE ENTRY OF DEFAULT JUDGMENT;) - Matter is heard, matter continued

246. Again, Mr. Mansdorf was not given notice of the continued OSC Re: Default Judgment hearing.

247. It would seem odd that McCLANAHAN's attorneys took seven months to get a default entered.

248. Judge Feffer continued Case Management hearings five times through the summer of 2007 with instructions to MCCLANAHANS' attorneys to Submit Default Papers, File & Publish the Statement of Damages and do the Default Prove-Up by Declaration.

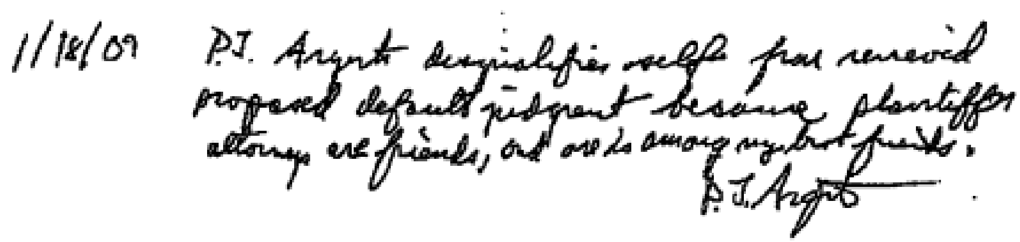
249. However, this timing coincides with Judge Feffer awaiting the result of Marilyn’s petition to the Supreme Court.

250. Finally, come default judgment hearing day, Judge Feffer was absent for the final default hearing for reasons unstated on the record.

251. Judge Argento stepped in for Judge Feffer, again, for unknown and unstated reasons on the record.

252. Rather than enter the default judgment or even preside over the hearing, Judge Argento recused himself for being “best friends” with the Respondent’s counsel.

253. As the “note” in the Court file states:



1/18/09 P.J. Argento disqualifies self from reviewing proposed default judgment because plaintiff's attorneys are friends, and one is among my best friends.
P.J. Argento

254. The reason for recusal is not in the minute order, but the facts adduced at the hearing shed light upon this:

CASE NUMBER: BC363659
CASE NAME: JANICE M. MCCLANAHAN VS.
HAROLD MANSDORF, ET AL.
LOS ANGELES, CALIFORNIA WEDNESDAY, JANUARY 23, 2008
DEPARTMENT 51 HON. PHILLIP J. ARGENTO, JUDGE
OFFICIAL REPORTER: SUSIE PRICE, CSR #11954
TIME: 8:53 A.M.
APPEARANCES: (AS HERETOFORE NOTED)

--*--

THE COURT: ON MCCLANAHAN, MR. SOTTILE, YOUR CASE HAS BEEN TRANSFERRED TO ANOTHER DEPARTMENT FOR OBVIOUS REASONS.

MR. SOTTILE: YES. GOOD MORNING, YOUR HONOR.

THE COURT: GOOD MORNING.

YES. AND JUST CHECK WITH THE STAFF.

(PROCEEDING ADJOURNED AT 8:53 A.M.)

255. Then, in direct violation of LASC Local Rule 2.23, Judge Argento, who just recused himself and was disqualified from making any further decisions of any type in the case, enters an "Agreement" with Judge Shook, and the minute Order for Argento's recusal reads:

> 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 [sic].

256. Local Rule 2.23 expressly required a transfer to the Presiding Judge, Stephen Czuleger, or the Default Department – neither being Department 53 with Judge Shook.

257. Thus, at the time of the "agreement of courts," such agreement was had and made by and between the then-disqualified Judge Argento, and Judge Shook, who was, according to the Local Rules of the LASC, not allowed to even enter such an agreement.

258. Judge Argento's involvement in this case is brief, though enormously significant based upon the following background information about Judge Philip J. Argento.

259. Judge Argento spent three and one-half years at the Los Angeles litigation firm then known as Breidenbach, Swainston, Yokaitis & Crispo before Governor Brown appointed him to the bench.

260. Lawrence W. Crispo was the President of the Italian American Bar Association in 1984.

261. Prior to that, the 1983 President was Bruce Sottile (Father of SOTTILE, one of MCCLANAHAN'S two original Attorney's).

262. Prior to that, the 1982 President was CACCIATORE himself, the other one of MCCLANAHAN's two attorneys.

263. Judge Argento was an instructor at Loyola Law School regarding Trial Advocacy.

264. The following attorneys and judges involved in the MCCLANAHAN cases attended Loyola University, Loyola Law School and/or Southwestern University School of Law: SOTTILE, CACCIATORE, MARCUS, Judge John P. Shook, Judge Mary Strobel and Judge Abraham Khan.

265. PHILLIP ARGENTO taught Criminal Justice Classes at Pasadena City College for 9 years during the same time period that disgraced lobbyist Hal Mintz worked there.

266. Hal Mintz is also a Loyola graduate and a member of the Loyola Law School Board of Governors.

267. Hal Mintz was MORIARTY's "bag man" who physically delivered cash payments to politicians.

268. Hal Mintz was present at the ALTA HOME Sheriff's Sale, at the Malibu Property Sheriff's Sale, has attended numerous court appearances and has had numerous meetings with GONZALEZ regarding settling certain aspects of this case.

269. After learning of Mintz's West Hollywood house of prostitution conviction, officials at Pasadena City College--where the professor has quietly taught business law part time for three years--say he will not be invited back next semester.

270. Mr. Mintz has consistently observed Mansdorf court hearings for years, and has had many curious meetings with Judges, Justices and attorneys involved in the Mansdorf tragedies.

271. One might question how and why Judge Argento, ret. was sitting in Feffers' court that fateful day: "At the request of the presiding judges and justices of the trial and appellate courts, the Chief Justice—assisted by the Assigned Judges Program (AJP) of the Administrative Office of the Courts—issues temporary judicial assignment orders to active or retired judges and justices to cover vacancies, illnesses, disqualifications, and calendar congestion in the courts."

272. In 2008, The presiding judge of LASC-Central was J. Stephen Czuleger – not Argento.

273. Amazingly, Judge Czuleger, also graduated from Loyola University Law School in 1976.

274. Judge Shook took over for the default hearing ONLY, and the banter between MCCLANAHAN's counsel and Judge Shook was as follows:

1

CASE NUMBER:	BC363659
CASE NAME:	MCCLANAHAN VS. MANSDORF, ET AL.
LOS ANGELES, CALIF.	WEDNESDAY, JANUARY 23, 2008
DEPARTMENT NO. 53	HON. JOHN P. SHOOK, JUDGE
REPORTER:	JOANNE EKERLING, CSR #2250
TIME:	10:00 A.M.

[THE FOLLOWING PROCEEDINGS WERE HELD IN OPEN COURT:]

THE COURT: CALLING THE MATTER OF JANICE MCCLANAHAN VS. HAROLD MANSDORF, ET AL.
THIS IS CASE NUMBER BC363659.
COUNSEL, STEP FORWARD AND STATE YOUR APPEARANCE FOR THE RECORD.

MR. SOTTILE: YES. GOOD MORNING, YOUR HONOR. TIM SOTTILE ON BEHALF OF THE PLAINTIFF JANICE MCCLANAHAN.

THE COURT: THIS CASE WAS SENT OVER FROM JUDGE FEFFER'S COURT FOR A DEFAULT JUDGMENT PROVE-UP; IS THAT RIGHT?

MR. SOTTILE: YES. THE MATERIALS WERE SENT UP BY THE CLERK.

THE COURT: I GOT ALL OF YOUR PAPERS.
I HAVE REVIEWED THEM. EVERYTHING APPEARS TO BE IN ORDER.
YOU WANT ME TO SIGN THIS JUDGMENT AWARDING YOUR CLIENT A JUDGMENT IN THE SUM OF $12 MILLION?

2

MR. SOTTILE: YES, YOUR HONOR.

THE COURT: AND YOU WANT A -- IN ADDITION TO THAT, YOU WANT A MILLION DOLLARS IN SPECIAL ECONOMIC DAMAGES AND A MILLION DOLLARS IN GENERAL DAMAGES -- WELL, THAT'S THE WHOLE THING -- AND THEN $10 MILLION IN PUNITIVE DAMAGES.

MR. SOTTILE: YES. IT'S A TOTAL OF 12 MILLION.

THE COURT: SO FOR A TOTAL OF 12 MILLION, TOGETHER WITH 922 PURSUANT TO A MEMORANDUM OF COSTS INCURRED.

MR. SOTTILE: YES, YOUR HONOR.

THE COURT: YOU WANT ME TO SIGN THIS JUDGMENT.

MR. SOTTILE: YES.

THE COURT: ALL RIGHT. THE MOTION IS GRANTED.

YOU CAN GET A CONFORMED COPY OF THIS JUDGMENT FROM THE CLERK OF THE COURT.

MR. SOTTILE: VERY WELL.

THE COURT: THANK YOU.

MR. SOTTILE: THANK YOU, YOUR HONOR.

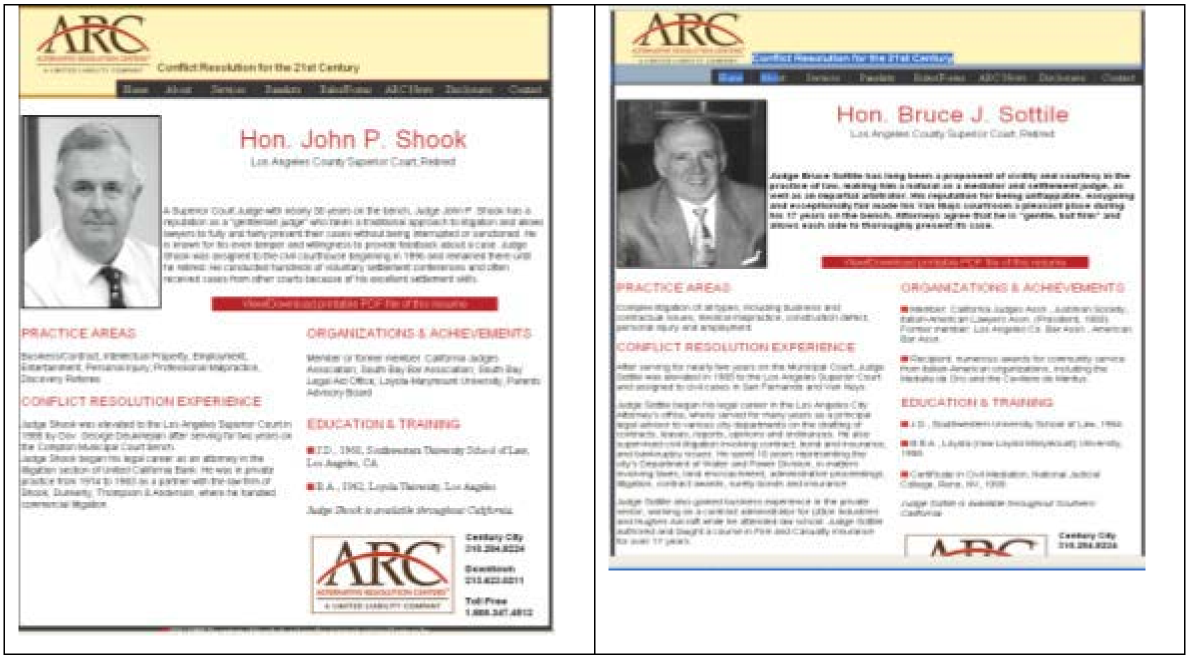
[PROCEEDINGS CONCLUDED.]

275. Judge Shook thus entered default judgment for the twelve million dollars ($12,000,000.00) requested.

276. However, MCCLANAHAN requested default against Harold Mansdorf as Trustee of the MFT and, but default was only entered with regard to Harold Mansdorf and Mildred Mansdorf.

277. The violation of LASC local rule §2.23 in the transfer from Judge Argento to Judge shook rather than the presiding judge as LASC local rule §2.23 required show no jurisdiction existed for Judge Shook to enter the default judgment.

278. After Judge Shook retired in July of 2011, he went to work as a mediator at ARC alongside Bruce J. Sottile (Father of SOTTILE, one of the two original MCCLANAHAN Attorneys).



279. Bruce J. Sottile also attended Loyola University and Southwestern University School of Law.

FRAUD, ELDER ABUSE AND POTENTIAL MURDER BY GIACOMAZZA

280. Beginning in 2004, just after the 2003 fraud, and through the McCLANAHAN, Mr. Mansdorf was being preyed upon by a man named Michele Giacomazza, ("GIACOMAZZA")

281. Unbeknownst to most, GIACOMAZZA had committed and was committing fraud and elder abuse against Mr. Mansdorf, fraudulently transferring the title to the Malibu Property and the home in Beverly Hills on Alta Drive.

282. Going back, based upon GIACOMAZZA'S actions, CHAVEZ ended up writing the civil complaint filed in LASC case no. BC366206, Lee Mansdorf vs. Michele Giacomazza Et. Al.

283. GONZALEZ paid CHAVEZ $150,000 to write the complaint.

284. The information derived from the court reporter's transcript from Marylin Mansdorf's case was a large part of the creation of the case against GIACOMAZZA.

285. When it was time for Mr. Mansdorf to sign a substitution of attorney and retainer agreement, CHAVEZ slipped in attorney William G. Schweizer (SBN 68546), ("SCHWEIZER").

286. CHAVEZ explained how he preferred to call the shots from abroad that SCHWEIZER would follow.

287. Respect for CHAVEZ and a complete lack of understanding about the law caused GONZALEZ to go along with his advice to go with SCHWEIZER.

288. Thus, the case, though written by CHAVEZ, was ultimately filed on February 13, 2007, by SCHWEIZER.

289. CHAVEZ led GONZALEZ to believe GONZALEZ would be bringing the charges of elder abuse, undue influence and fraud against GIACOMAZZA since GONZALEZ was the one who discovered and witnessed it.

290. Months after BC366206 had been filed on February 13th, 2007, GONZALEZ learned this was all lies, and the truth was as follows: It was MORIARTY who had set up GIACOMAZZA with Mr. Mansdorf in the first place, and MORIARTY did so to steal the ALTA HOME and the Malibu Property.

291. GIACOMAZZA betrayed MORIARTY by choosing to keep everything for himself.

292. After speaking with Mr. Mansdorf almost daily, around ___, GONZALEZ lost complete communication with him.

293. GIACOMAZZA was controlling and abusing Mr. Mansdorf, operating outside of even MORIARTY.

294. Jeremy Bohnner, (a private investigator that MORIARTY had arranged for GONZALEZ to hire), made an appointment for March 8th, 2007, with Detective Dale Drummond and Sergeant Michael Coren of the Beverly Hills Police Department ("BHPD").

295. The day before the scheduled meeting with them, GONZALEZ received a panic call from Mr. Mansdorf.

296. He was calling out to his cousin/doctor David.

297. GONZALEZ could hear a loud voice in the background yell out “Who You Talking To Harry?” at which point Harry hung up.

298. The voice was clearly GIACOMAZZA.

299. GONZALEZ placed a 911 emergency call to the Beverly Hills Police Department, (“BHPD”).

300. Within minutes from calling The BHPD to report his concerns, GONZALEZ received a call from the department informing me that Mildred’s dead body was found on arrival.

301. This was eerily similar to the death of Norman Mansdorf.

302. Norman Mansdorf was found dead on February 5th, 2004, in outside in the backyard, here again discovered by GIACOMAZZA.

303. Mr. Mansdorf directly stated to GONZALEZ, “Giacomazza came in from in from outside stating, ‘Harry, your brother’s not breathing’”.

304. Norman Mansdorf had a lump on the back of his head, but no autopsy was completed.

305. Same scenario with Mildred Mansdorf in 2007: GIACOMAZZA came down from upstairs stating, “Harry, your sister’s not breathing”.

306. Mildred Mansdorf had a lump on her forehead, but no autopsy was completed.

307. The death/murder of his remaining siblings left only Mr. Mansdorf, together with his wife[4], Linda Mansdorf, whom he was closely associated with since 1962

308. During the GIACOMAZZA’s appeal, the Second District Court of Appeals Division 1 Judge Robert Johnson, considered the suspicious circumstances surrounding both of Harry’s sibling's death’s, and directly asked GIACOMAZZA’s attorney Gerald Philip Peters (SBN 101212); “Isn't it interesting timing of the deaths of the siblings in coordination with GIACOMAZZA's presence at the house?”

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[4] Married April 10, 2006.

309. The fact there is no mention whatsoever of GIACOMAZZA in both Mildred Mansdorf and Norman Mansdorf's BHPD Death Incident Reports remains a mystery to GONZALEZ.

310. On receiving word from BHPD of Mildred Mansdorf's death, GONZALEZ drove to Mr. Mansdorf's house where GONZALEZ was met by Officer Perez and GIACOMAZZA at the gate to his Mother's

311. Officer Perez asked GONZALEZ what the file in his hand was about.

312. GONZALEZ informed Officer Perez that it was a case just filed against the man standing next to him, (GIACOMAZZA).

313. Perez requested the file, GONZALEZ handed it to him, and as he flipped through it he commented that "they had seen that shit before".

314. The Officers had just concluded their investigation of Mildred Mansdorf's death-scene and were about to leave when GONZALEZ asked Officer Perez what he meant by "they had seen that shit before".

315. Officer Perez was outraged and responded by yelling "Just Who in the F*** do you think you are?"

316. GONZALEZ explained to the officers how an appointment with their detective bureau had coincidentally been set for the day following Mildred Mansdorf's death, to go over concerns for Harry's safety.

317. Officer Perez was not interested and walked away with no further comment.

318. Following Mildred Mansdorf's death, to GONZALEZ's surprise, LASC case No. BC366206, (the case against GIACOMAZZA) was set to be dismissed in an upcoming case management hearing.

319. CHAVEZ and SCHWEIZER had voluntarily dismissed the case that GONZALEZ had funded to the tune of $165,000 to remove GIACOMAZZA from Mr. Mansdorf's life.

320. GONZALEZ presented himself at the hearing, before Judge Mary Thornton House with attorney Martin J. Kirwan (SBN 23386), ("KIRWIN").

321. KIRWAN was one of four attorneys who had represented Marylin Mansdorf against RHOADES and Harry, but based upon the facts adduced in that case, KIRWAN saw the

fraud and abuse being perpetrated upon Mr. Mansdorf, and KIRWAN offered to help me save the case which was in danger of being dismissed.

322. While on record, GONZALEZ explained to Judge Mary Thornton House that GONZALEZ funded the case and had just fired attorney SCHWEIZER who had been properly noticed of the hearing and had failed to show up.

323. Judge House asked if any of the 21 defendants had been served, to which GONZALEZ replied “No, Your Honor”.

324. Judge House allowed for the case to continue and asked GONZALEZ to file a motion to void the dismissal of the case.

325. On July 23rd, 2007, KIRWAN filed a 196 page NOTICE OF MOTION AND MOTION TO VACATE/VOID ORDER OF DISSMISSAL WITHOUT PREJUDICE, OF LASC CASE NO. BC366206 ENTERED ON APRIL 30th, 2007.

326. The motion contained several exhibits which included threatening emails from CHAVEZ and a Statement of Fact (Exhibit “1”) that Mr. Mansdorf had signed on July 7th, 2007, (the day GONZALEZ met Mrs. Linda Mansdorf) indicating he was in agreement with GONZALEZ’s actions to save and move forward with the case.

327. At that time, GONZALEZ learned that Tony Ramos was in fact CHAVEZ, a disbarred attorney.

328. A majority of these facts are detailed in the motion to void the voluntary dismissal of BC366206, which Judge House granted, reinstating the case, and additionally ordering leave to amend.

329. On December 14th, 2007, GONZALEZ filed a 950 page (Four Volumes) Amended Complaint for LASC Case No. BC366206.

330. Marylin Mansdorf, (whom GONZALEZ befriended in effort to understand what was going on), provided GONZALEZ with crucial documents and agreed to testify on Mr. Mansdorf’s behalf in an effort to bring justice.

331. Unbeknownst to Mr. Mansdorf, Marylin Mansdorf had taken a position as a plaintiff in his complaint against all those responsible for this terrible injustice.

332. Marylin Mansdorf’s role in the case would support the tort causes of action such as undue influence and elder abuse alleged in the complaint which GONZALEZ believed to be the most significant at the time.

333. GONZALEZ’s investigation included meeting with each attorney who had represented Marylin Mansdorf in BC316011.

334. None of these meetings ended pleasantly.

335. Weeks prior to filing the amended complaint, GONZALEZ received a call from Officer George Elwell of the BHPD to inform GONZALEZ that Harry lodged a complaint alleging harassment.

336. GONZALEZ did his best to explain to officer Elwell, how Mr. Mansdorf had been coerced into signing over title to his multi-million dollar Beverly Hills home, (the ALTA HOME) for a mere $25,000.00 (twenty five thousand) and how GIACOMAZZA and his daughter had taken a $2,500,000 million fraudulent loan against the ALTA HOME.

337. GONZALEZ realized he was beating a dead horse when he laid out for officer Elwell how Mr. Mansdorf had also been stripped of his family's 1,300 acres of Malibu property, and Officer Elwell visually appeared absolutely disinterested.

338. Replying to GONZALEZ’s pleas, Officer Elwell told GONZALEZ, that if he went to Mr. Mansdorf’s home one more time or called him on the phone, Officer Elwell would arrest him, and this is documented.

339. Months later, GONZALEZ received a call from officer Elwell, asking if he could come into the station to address a few questions regarding MORIARTY.

340. GONZALEZ agreed to come in, however, the following day, wary of the situation, he decided to hold off.

341. Officer Elwell then sent two BHPD officers to GONZALEZ’s Mother's home in Downey.

342. GONZALEZ invited the officers in, showed them the mountain of evidence GONZALEZ had and they were speechless.

343. The officers politely excused themselves from GONZALEZ’s mother's home.

344. GONZALEZ responded to Officer Elwell's call and these actions by adding the Beverly Hills Police Department as a defendant to the subject case alleging interference (BC366206).

345. On January 31st, 2008, Mr. Mansdorf, under pressure from GIACOMAZZA and his attorney Alfred Keep (SBN 32192), (“KEEP”), stood in front of Judge House and told Judge

House that GONZALEZ was crazy and a liar and that the case, LASC Case No. BC366206, should be dismissed.

346. GONZALEZ did his best to save the case by having retained ($5,000.00) attorney Raymond Walter Newman (SBN 54221), ("NEWMAN") to represent Marylin Mansdorf on that day in that motion.

347. Judge House ordered NEWMAN to take a seat in the audience, stating "Mr. Newman you're not officially in this case".

348. NEWMAN had apparently failed to file, or simply hand the court clerk a substitution of attorney.

349. Immediately after court ended, Mr. Mansdorf apologized to GONZALEZ as he walked GONZALEZ to his car upon leaving the courtroom that day explaining that he had caved in to the pressure from GIACOMAZZA.

350. For the record, Attorney KEEP not only represented Mr. Mansdorf in Marylin Mansdorf's case but also represented Arlene Gatto, Giacomazza's wife, in her divorce with GIACOMAZZA.

351. About a week after BC366206 was dismissed, GONZALEZ received a call from Mr. Mansdorf's wife Linda Mansdorf, who started her call by stating, "I don't know if I'm being a bad wife or doing the right thing, but of all the people Mr. Mansdorf has come in contact with, you're the only one who he believes has helped him."

352. GONZALEZ met with Mr. Mansdorf days after he spoke to his wife Linda Mansdorf and put him on the phone with Marylin Mansdorf to clear the air between them, such as Mr. Mansdorf's misconception that Marylin Mansdorf owned hundreds of properties that LEE may have arranged for her.

353. Marylin Mansdorf was broke after her lawsuit against RHOADES and Mr. Mansdorf.

354. With Mr. Mansdorf's wife's support, calling it a "united front", all agreed to a peace in order to help GONZALEZ get to the bottom of what exactly happened.

355. The Mansdorf family fortune had disappeared; Mr. Mansdorf was essentially broke, and aside from the immediate Giacomazza issue, RHOADES was the individual Mr. Mansdorf suspected of stealing, at the least, land and money.

356. A few weeks after Mr. Mansdorf had dismissed BC366206, and with Mr. Mansdorf’s approval, GONZALEZ edited the case down substantially and targeted GIACOMAZZA, his daughter Kathryn Gatto and Chevy Chase Bank.

357. The facts were that Kathryn Gatto had fraudulently obtained a first position note in deed of trust for $2,500,000 million dollars against the Mansdorf's Beverly Hills home.

358. On February 22nd, 2008, GONZALEZ took Mr. Mansdorf to the Los Angeles Superior Court to file a civil complaint entitled, Mr. Mansdorf vs. Michele Giacomazza Et. Al., under LASC Case No BC385946.

359. The case was filed “In Pro Per,” and this was shortly after GONZALEZ assisted Mr. Mansdorf in filing a restraining order against GIACOMAZZA.

360. Following the MORIARTY, Marilyn Mansdorf and CHAVEZ/SCHWEIZER fiascos, costing GONZALEZ in excess of $350,000 in attorney and other fees and costs, in desperate need of an attorney GONZALEZ called his family's long-standing CPA Bruce Bennit to recommend one.

361. Initially Bruce was unable to help, but days later he received an unexpected call from an acquaintance known as Ari Lorin Markow (SBN 186342), (“MARKOW”), who was an attorney and thought to be able to bridge the gap.

362. At a cost of $___ to GONZALEZ, MARKOW was retained to substitute into BC385946 which Mr. Mansdorf filed in pro-per as quickly as possible to prevent GIACOMAZZA from any further wrongdoings.

363. On April 18, 2008, an abstract of the $12,000,000 MCCLANAHAN default judgment was recorded, stating that Mr. Mansdorf had been served and was a judgment debtor.

364. Mildred Mansdorf was listed as the debtor on the second page.

365. Receiving the abstract of judgment in April of 2008 from the Los Angeles County Recorder, Mr. Mansdorf was finally apprised of the MCCLANAHAN case.

366. On April 23, 2008, MCCLANAHAN filed another civil complaint against Mr. Mansdorf, this time for a “fraudulent conveyance,” claiming the joint tenancy grant deed constituted a “fraudulent conveyance.”

367. On May 4, 2008, Harry Mansdorf was ACTUALLY served the Fraudulent Conveyance complaint which MCCLANAHAN filed as sub-service for “Harry Mansdorf as Trustee of the Mansdorf Family Revocable Trust”.

368. At a cost of $___ to GONZALEZ, Attorney MARKOW was also retained to represent Harry and move to set aside the $12,000,000 default judgment in LASC case no. BC363659, Janice McClanahan vs. Harold Mansdorf.

369. Unbeknownst to Mr. Mansdorf and GONZALEZ, though MARKOW was hired to set the default judgment aside, as Mr. Mansdorf and GONZALEZ were actively dealing with the GIACOMAZZA issues, MARKOW was attempting to settle the case rather than set it aside.

370. When MARKOW set forth an $8,000,000 proposed settlement agreement MARKOW had written between MCCLANAHAN, his actions were exposed.

371. MARKOW's failure to set the judgment aside and unauthorized settlement attempts, prevented Mr. Mansdorf from setting aside the MCCLANAHAN default judgment within the six month period the court respectfully allowed for.

372. MARKOW also attempted to amend BC385946 into a verified complaint which would have resulted in an immediate loss for Mr. Mansdorf.

373. The verified complaint that MARKOW attempted to have Mr. Mansdorf file, had inaccuracies which would have caused the complaint to fall beyond the statute of limitations and would ultimately lead to Harry's case being dismissed on res judicata.

374. GONZALEZ fired MARKOW for actions stated above, not to mention the fact that GONZALEZ caught him meeting with GIACOMAZZA's attorney Mark Leonardo (SBN 125061) at a convenient office a few doors down from his office.

375. Shortly thereafter, Mark Leonardo found it best to step down and no longer represent GIACOMAZZA.

376. Ultimately, MCCLANAHAN testified on Mr. Mansdorf's behalf in Harry Mansdorf, et al. v. Michele Giacomazza, et al., case no. BC 385946,("Well, I think that - - in my own opinion, I think Harry was taken advantage of, and he is - - was Lee's brother").

377. After GONZALEZ fired MARKOW, he retained attorney Paul Orloff (SBN 216719), ("ORLOFF") whom GONZALEZ found in the Yellow Pages, at a cost of $29,000 to GONZALEZ.

378. Together, GONZALEZ and ORLOFF worked at all hours of the night to amend the complaint.

379. ORLOFF is credited for amending and filing BC385946 3rd Amended Complaint in November 2007.

380. Ultimately, the complaint resulted in Mr. Mansdorf regaining title to the ALTA HOME and the Malibu Property that was stolen from him close to 5 years to the date the judgment came down.

381. ORLOFF had a bit of a stutter which Mr. Mansdorf and GONZALEZ thought wouldn't make a strong appearance to the judge.

382. GONZALEZ expressed the concerns to ORLOFF, and he was not at all opposed to sharing billing on the case, so GONZALEZ sought another attorney to help present the case.

383. Internet searches lead me to retaining attorney John C. Torjesen (SBN 141664), (“TORJESEN”).

384. A preliminary investigation of TORJESEN by GONZALEZ indicated he was an “add-on” to almost every case he had cited on his website.

385. This detail made GONZALEZ wary of TORJESEN'S participation in the case, this, after GONZALEZ had paid Torjesen a $10,000.00 Retainer Fee.

386. LASC case no. BC385946 was assigned to Judge John Shepard Wiley.

387. GIACOMAZZA'S attorney Nancy Hartzler (SBN 199081) filed a motion to dismiss the case based upon res judicata grounds.

388. Her motion evidenced an order signed by Judge House, prepared by attorney KEEP from LASC Case No.BC366206, dismissing the case “WITH PREJUDICE”.

389. Despite Judge House having rejected KEEP'S request to dismiss BC366206 with prejudice, KEEP prepared and set forth the order which GRANTED his request to dismiss the case with prejudice, which Judge House signed.

390. GONZALEZ, having been present when Judge House rejected KEEP'S request, well knew how KEEP set Mr. Mansdorf up to be wronged.

391. Essentially, KEEP had created a false order dismissing the case when the judge had actually NOT dismissed the case with prejudice, and now GIACOMAZZA’s attorney was attempting to use that false order to obtain a dismissal of this new case.

392. GONZALEZ immediately contacted the court reporter and purchased a copy of the transcript, which clearly showed how KEEP was denied his request to dismiss the case with prejudice.

393. Just like that, Mr. Mansdorf was about to be denied his constitutional rights.

394. Requiring a correction from KEEP in order to go before Judge House, GONZALEZ went to KEEP who said he had understood Judge House saying “I can do that” not “YOU KNOW, I CAN'T DO THAT” regarding KEEP’s request to dismiss the case with prejudice.

395. With only days before the motion going forward, GONZALEZ didn't have much of a choice but to pay KEEP $5,000.00 he referred to as an “outstanding balance” Mr. Mansdorf owed him from his case with Marylin Mansdorf, in order to get a correction statement from KEEP on time, to go before Judge House to correct her order before Mr. Mansdorf went before Judge Wiley on GIACOMAZZA’s motion to dismiss based upon res judicata.

396. Without the correct information, Judge Wiley would have dismissed BC385946 as requested.

397. Unbeknownst to GONZALEZ and Mr. Mansdorf, Judge Wiley issued his order a day before the matter was heard, and Mr. Mansdorf and GONZALEZ were not apprised of this ruling.

398. The case then transferred to the Honorable Charles F Palmer.

399. Shortly before GONZALEZ lost all communication with Mr. Mansdorf, he offered GONZALEZ any monies GONZALEZ could recover over a few million dollars.

400. Mr. Mansdorf informed GONZALEZ, “that's all I needed to live out the remainder of my life”.

401. GONZALEZ refused his offer. GONZALEZ told him how if he were to do that, it could be said that GONZALEZ too would to be guilty of taking advantage of Mr. Mansdorf.

402. GONZALEZ ultimately agreed to accept an offer that was equal to what the Mansdorf's had been trying to sell their property for since before LEE's passing.

403. As stated above the figure they were seeking ranged anywhere from $45,000,000 to $65,000,000 million but GONZALEZ and Mr. & Mrs. Mansdorf were never able to effect a sale before it had been caught up in one or another scheme.

404. GONZALEZ had no clue how difficult it would be to help the Mansdorfs.

405. The level of corruption and the sheer number of attorneys and thieves who have relentlessly tried to steal the Mansdorf's property has demanded GONZALEZ’s full attention for almost ten years now.

406. Mr. Mansdorf sought out counsel to amend the MFT Trust document.

407. Then Mr. Mansdorf and GONZALEZ entered into a Joint Venture agreement in which GONZALEZ would become 50% vested in the real property GONZALEZ was successful having returned to its rightful owner the MFT.

408. On July 3, 2008, Harry Mansdorf, as Trustee of the MFT signed a Grant Deed transferring the Subject Property out of the trust, and into his own name and the name of GONZALEZ, to be held in "Joint Tenancy With Rights of Survivorship."

409. The same day, Mr. Mansdorf delivered the Grant Deed to GONZALEZ.

410. As there was no reason to record the Grant Deed, GONZALEZ and Mr. Mansdorf chose not to record the documents.

411. Because of the JV Agreement and Joint Tenancy Grant Deed, GONZALEZ did not participate in any amendment made to the trust document for the MFT.

412. On December 6th, 2008 Rhoades filed Ventura County Superior Court case no. 56-2007-00308708-CU-BC-VTA, Rufus Rhoades vs. Harry Mansdorf.

413. This, a groundless, frivolous case in which he claims to be owed a $5,000,000 million sales commission that the Mansdorf Family allegedly agreed to pay him upon the sale of their Malibu property.

414. RHOADES was now claiming this fee due was due as a result of GIACOMAZZA's claim to the property.

415. Although four different attorneys substituted in to unravel this relatively easy matter, in the end, not one of these attorneys were able to do their job and somehow dropped the ball completely.

416. Rather than claim ownership of Pacific Coast Lessor itself, the attorneys tried to make the claim to the AT&T payments directly through the MFT.

417. Pacific Coast Lessor was a company began by LEE, where RHOADES was the Secretary.

418. Pacific Coast Lessor is the grantee on a 50 year grant term easement regarding a portion of the Malibu Property.

419. This deed is questionable and requires expert examination as to the signature authenticity.

420. However, upon LEE's death, rather than LEE's ownership of Pacific Coast Lessor pouring over into the MFT based upon his pour-over will and the language in the Trust document

for the MFT, no one but RHOADES knew, so RHOADES simply filed an update with the California Secretary of State, putting his wife on the Company, and stealing the same from the MFT.

421. Despite the fact that Judge Frederick Bysshe stated in his December 29th, 2008 TENATIVE RULING, “I would like to know why these cases were consolidated for all purposes. Whether or not RHOADES gets paid for his work stands independent of who is entitled to AT&T's rents”.

422. Without appropriate action from the Mansdorf attorneys who failed to bring Harry's victory in LASC case no. BC385946 against GIACOMAZZA to the courts attention, clearly establishing ownership of subject property entitled to the lease payments, Judge Bysshe had no choice but to release to RHOADES a little over $100,000 which rightfully belonged to the MFT.

423. The $100,000 had been deposited with the courts since the dispute between RHOADES and GIACOMAZZA began over who stole it first.

424. Judge Bysshe's questions prove just how RHOADES had, and continues to embezzle funds out from under his former client’s Trust as he continues to collect the monthly fees AT&T continues to pay in accordance to the lease agreement entered into with LEE in 1998.

425. In addition to the funds RHOADES is collecting from AT&T, RHOADES has collected tens of thousands of dollars from various film and television companies who use the subject property for numerous commercials and motion picture productions.

426. Up to his death on June 27th 2003, LEE as Trustee of the MFT was receiving the monthly payments from AT&T and the film companies.

427. The first amendment made to the trust, since GONZALEZ had been defending it and its beneficiaries interest, was prepare by attorney Michael Patrick Flattery (SBN 80043), on July 29th, 2009 who GONZALEZ found through an internet search.

428. An obvious conflict of interest required that GONZALEZ not be present during any meetings between Mr. Flattery and Mr. & Mrs. Mansdorf while discussing any amendments.

429. Mr. Flattery accounted for the second version of the Fifth Amendment to the trust as the Sixth Amendment to the trust and therefore made his revision the Seventh Amendment.

430. Mr. Flattery also did his best to help Mr. Mansdorf and GONZALEZ revise the Joint Venture Agreement between them, which was also of concern to Harry, Linda and

GONZALEZ since the document had been prepared by Markow, whose first versions of the JV Agreement were far from accurate, and even questionable.

431. In order to help insure Harry's wishes and concerns were in order, a friend recommended that a colleague of his, who reviewed contracts and documents for their employer Southern California Edison, review the Seventh Amendment and the proposed Joint Venture Agreement that Mr. Flattery prepared and executed.

432. Attorney Adam Christopher Aparicio (SBN 264259) agreed to a contingency agreement and set forth a revised copy of the trust document. As before, GONZALEZ was never present at any meeting between Aparicio and Harry and Linda because of conflict issues.

433. Although, unlike Mr. Flattery who never raised a question regarding potential conflict issues, Mr. Aparicio was adamantly opposed to me even ever reading the Amendment he made to the trust. Mr. Aparicio's sudden change of character almost immediately following having executed his amendment to the Mansdorf Trust raised concerns, which lead GONZALEZ to having Mullen, who had experience in family trust law, review Aparicio's Amendment. Mullen's concerns lead Harry to the law firm of Brown & Streza (David Andrew Brown SBN 273430).

434. Mullen described this firm as being well respected in the field of family trust matters. Unlike Aparicio who's bill exceeded $300k for his work, Brown & Streza only charged $8,000.00 for their revision to the trust.

435. Mr. Mansdorf never paid for the revisions that Flattery prepared, and he thereafter entered in to a contingency arrangement with Aparicio, but Mr. Gonzalez paid the initial $3,500.00 retainer required by Brown & Streza to amend the Trust. Mr. Mansdorf could not afford to cover this fee. GONZALEZ asked both Mullen and David Brown if there was a potential conflict of interest if he paid the retainer fees, but never received a response

436. In January 2009, many boxes of important documents that GIACOMAZZA had reported stolen in a follow-up report to a reported break-in to the Mansdorf's home following LEE's death, were returned to Mr. Mansdorf by Marylin Mansdorf.

437. The file boxes contained all of the MFT's real estate dealings and old court case documents including a most important LASC, case no. C380121, *Lee Mansdorf As Trustee Of The Mansdorf Family Trust Vs. Leon Brukman.*

438. “The Brukman” case mentioned throughout GONZALEZ’s declaration overwhelmingly proves how the Mansdorf's own attorney, MONEYMAKER, BEAR & RHOADES, had, and continues to have, a foul hand revolving around Mansdorf matters.

439. RHOADES was working against his former client, the Mansdorf family, he has embezzled tens of millions of dollars from the family's trust for his own and other's personal gain.

440. RHOADES achieved this by and through almost every civil case the Mansdorf family has suffered through, all of which began in 1981 with the Brukman case.

441. The contents of the boxes that Marylin Mansdorf returned were very comprehensive.

442. These most important documents exposed the criminal activity and abuse of the Mansdorf family over the past 31 years.

443. The contents exposed the fact Marylin Mansdorf's case was merely a ruse by MORIARTY to set up and catch RHOADES off-guard through a series of questions that RHOADES would face in his deposition regarding the disposition of the La Tuna Canyon property in 1996 and the “WALKEMPLUE” trust.

444. GONZALEZ assisted Marylin Mansdorf when she requested the return of all of her documents from her former attorney Paul Pearlson, (SBN 94257), (“PEARLSON”).

445. PEARLSON deposed RHOADES in BC316011, (Marylin vs. Rhoades, Et. Al).

446. RHOADES fell right into MORIARTY's trap, by answering every question he wasn’t prepared to face, just as MORIARTY knew he would, proving RHOADES, his wife Susan and PERCELL wrongfully transferred the Mansdorf’s La Tuna Canyon property out of the MFT and are allegedly guilty of Grand Larceny.

447. Only from those documents could the questions RHOADES faced, on a totally non-related issue to the case, (the La Tuna Canyon Property matter), could PEARLSON have developed the questions designed to corner RHOADES into lying about his knowledge and role in the events that led to the Mansdorf's loss of the La Tuna Canyon Property.

448. The accounting firm of White Nelson confirms the fact that LEE believed he owned this property up to the time of his death in 2003, and GONZALEZ personally confirmed this.

449. Many details never known to the Mansdorf family were contained in this treasure-trove of evidence.

450. It became obvious that RHOADES, while representing the Mansdorf's, had full knowledge of, and chose to ignore or even apprise his client of the fact that the principal attorney from the firm that LEE had retained to represent him against BRUKMAN, (BEAR), was actually MORIARTY's (BRUKMAN's) business associate.

451. As board members and principle shareholders of the Bank of Irvine, MORIARTY and BEAR approved a $75,000.00 loan in favor of California Canadian Bank's vice-president Floyd Walden.

452. Mr. Walden would also later confess to accepting a $250,000 bribe from MORIARTY to help secure a $3,500,000 million, fraudulent loan against the Mansdorf's La Tuna Canyon Property.

453. BEAR and MORIARTY later came under federal indictment, leading to MORIARTY's conviction for mail fraud and bribing elected officials as mentioned above.

454. As mentioned above, over 450 Los Angeles Times articles have been written about MORIARTY, many of which confirm the allegations stated herein.

455. The document that set off my investigation of the Brukman case was Lee's own Declaration in the case that began the Mansdorf's nightmare in 1981 when MORIARTY, acting as Leon BRUKMAN, had conned/swindled Mr. Mansdorf's brother LEE into transferring title and interest of the MFT in the La Tuna Canyon Property to non-existent DEL RIO.

456. On the first case management hearing before Judge Palmer, GONZALEZ ran into TORJESEN at the courtroom door, at which time GONZALEZ reconsidered TORJESEN representing Mr. Mansdorf.

457. Still uncertain and uncomfortable with the sensitive situation before me, GONZALEZ sought help from attorney Robert Mullen (SBN 137271), ("MULLEN") who Marylin Mansdorf's former attorney KIRWAN had been recommending.

458. Attorney MULLEN's schedule didn't allow for him to step in to assist ORLOFF at this time.

459. Thus, GONZALEZ chose TORJESEN, who was quite surprised when, GONZALEZ handed him four complete sets of the Trial Exhibit Books, which GONZALEZ had personally assembled for the case.

460. MULLEN'S schedule freed up and GONZALEZ welcomed his proposed help, agreeing to a handsome contingency fee.

461. MULLEN took a seat in the front row ready to substitute in at a moment's notice.

ATTORNEY JOHN C. TORJESEN'S THEFT OF MALIBU

462. ORLOFF, who with GONZALEZ prepared 99.9% of the case-work before Judge Palmer sat next to TORJESEN.

463. GIACOMAZZA'S attorney made GONZALEZ a witness in the case, which kept GONZALEZ out of the courtroom during the trial.

464. John C. Torjesen, ("TORJESEN") was hired by GONZALEZ and Mr. Mansdorf in 2009 to represent Mr. Mansdorf in the pending case against GIACOMAZZA.

465. After paying $29,000 to TORJESEN, GONZALEZ and Mr. Mansdorf were and unable to pay more at the time.

466. On April 1, 2009, Mr. Mansdorf issued a "Bonus Letter" to TORJESEN.

467. The letter stated Mr. Mansdorf would pay TORJESEN $2,000,000.00 out of first "take-out loan" on Development of Malibu if TORJESEN is successful in Quieting the Title to the Malibu Property and ALTA HOME.

468. Judge Palmer decided to try the Quite Title portion of the case against GIACOMAZZA first and bifurcated the Chevy Chase Bank (the bank who issued the $2,500,000 million fraudulent loan that GIACOMAZZA's daughter took from ALTA HOME) portion of the case.

469. On May 29, 2009, the Bench Trial concluded on first part of bifurcated trial – the fraud and elder abuse claims against GIACOMAZZA.

470. August 3, 2009, a 12 page Statement of Decision was issued by Charles F. Palmer finding GIACOMAZZA had engaged in fraud and elder abuse against Mr. Mansdorf in obtaining title to the ALTA HOME and Malibu Property.

471. In an effort to afford Mr. Mansdorf a means of enjoying his money as soon as possible, Mr. Mansdorf, his wife Linda and GONZALEZ thought it best to dismiss the remaining causes of action against GIACOMAZZA and his daughter and submit a judgment.

472. Torjesen was adamantly opposed.

473. GONZALEZ explained to Mr. & Mrs. Mansdorf that, although the Palmer Statement of Decision was impressive, until the time a judgment was issued, nothing had actually been won.

474. This was because Judge Palmer could change his ruling outside of what was issued in his statement of decision.

475. Mr. & Mrs. Mansdorf and GONZALEZ decided at that time that almost nothing could be gained by trying the remaining causes of action against GIACOMAZZA and his daughter, so they decided to seek a judgment.

476. At this point, Mr. Mansdorf simply wanted to live out his life in peace, intended to simply take a loan against the Malibu property to do so, and was not interested in seeking punitive monetary judgments in the second part of the trial against the GIACOMAZZA Defendants.

477. On top of that, at the time, the GIACOMAZZA defendants were believed to be essentially broke, living in a trailer park.

478. TORJESEN refused to file for the Quiet Title judgment, and against TORJESEN's wishes, GONZALEZ had Mr. Mansdorf's other counsels, (ORLOFF and MULLEN) then undertook to do so ON September 14, 2009.

479. This attempt failed due to procedural errors.

480. ORLOFF and MULLEN re-filed, this time correctly, on October 6, 2009.

481. On the very same day, October 6, 2009, TORJESEN unilaterally moved to withdraw the request for judgment submitted September 24, 2009 that second, but now procedurally correct judgment. Again, DIRECTLY AGAINST MR. MANSDORF'S DESIRES, TORJESEN independently dismissed Mr. Mansdorf's plea for a judgment.

482. TORJESEN had also had taken it upon himself to file a Ventura County Case against GIACOMAZZA in effort to secure a position in a home GIACOMAZZA and his daughter had purchased with proceeds from the fraudulent Chevy Chase Bank loan.

483. This would have kept Mr. Mansdorf on the hook for the $2,500,000, rather than leaving GIACOMAZZA and his daughter with that house and the debt.

484. TORJESEN's actions were directly contrary to the wishes of Mr. Mansdorf, and basic common sense, and on that basis, TORJESEN was fired.

485. Despite all these facts, GONZALEZ still re-assured TORJESEN that he would get his $2,000,000 bonus when the first take-out loan for development of the Malibu Property was obtained.

486. For the same reason the abstract judgment never attached, (title was held by GIACOMAZZA at the time), GONZALEZ's joint tenancy and survivorship rights did not attach on the July 3, 2008, signature and delivery date of the Grant Deed.

487. On August 28, 2009, a second abstract of MCCLANAHAN's $12,000,000 default judgment was recorded by David M. Marcus, Esq., stating that Harold Mansdorf, individually and as Trustee of the Mansdorf Family Revocable Trust, had been served and that Harold Mansdorf was a judgment debtor.

488. Both on April 14, 2008 and on August 9, 2009, title to the ALTA HOME was not held by Mr. Mansdorf individually or as Trustee of the MFT.

489. Rather, it was held in the name of the fraudster, GIACOMAZZA.

490. Mildred Mansdorf was again listed as the debtor on the second page.

491. Nonetheless, November 10th, 2010, Torjesen filed LASC case no. BC449259, John C. Torjesen v. Harry Mansdorf Et. Al, a civil complaint against Mr. Mansdorf, Gonzalez, ORLOFF and MULLEN, (ORLOFF and MULLEN being Mr. Mansdorf's "other attorneys" who filed for judgment).

492. The claims: Interference with a contract, Fraud, Deceit, Misrepresentation, Wilful Misconduct and Quiet Title.

493. On January 21, 2010, Mr. Mansdorf filed his C.C.P. § 473 motion to set aside the order or publication, the entry of default and the $12,000,000 default judgment through attorney MULLEN, but without any information of the chain-of-title, MULLEN focused on service not complying with the law rather than being a product of extrinsic fraud.

494. January 28, 2010, GONZALEZ, again told TORJESEN via email that TORJESEN would receive his $2,000,000.

495. March 2, 2010, MCCLANAHAN filed her opposition to Mr. Mansdorf's motion to vacate/set aside the $12,000,000 default judgment.

496. March 15, 2010, at 9:00 am, the Honorable Abraham Khan entered a "Ruling" denying Mr. Mansdorf's motion to set aside the order for publication and entry of default, and Mr. Mansdorf appealed.

497. March 23, 2010, Judge Khan denied the CCP § 473(d) application, and Mr. Mansdorf appealed.

498. April 30, 2010, MULLEN filed a Demurrer to TORJESEN's complaint.

499. May 3, 2010, GONZALEZ filed a Demurrer to TORJESEN's complaint.

500. May 3, 2010, ORLOFF filed a Demurrer to TORJESEN's complaint.

501. May 21, 2010, an Amended Notice of Demurrer was filed regarding TORJESEN's complaint.

502. July 6, 2010, Mr. Mansdorf filed a Petition for Arbitration regarding TORJESEN's complaint.

503. August 12, 2010, all three oppositions to the Demurrers were filed by TORJESEN.

504. Despite Mr. Mansdorf's clearly filed request for arbitration, Torjesen then sought and obtained default against Mr. Mansdorf, as no demurrer or answer was filed by him or on his behalf:

- 08/20/2010 Default Entered (AS MR. MANSDORF, AS TRUSTEE OF THE MANSDORF FAMILY TRUST)
- Filed by Attorney for Pltf/Petnr

505. August 20, 2010, TORJESEN successfully obtained entry of default against Mr. Mansdorf and GONZALEZ, ORLOFF and MULLEN obtained an order granting their Demurrers on August 23, 2010.

506. October 22, 2010, TORJESEN filed an amended complaint for Interference with a Contract, Fraud, Deceit and Misrepresentation; Willful Misconduct; Breach of Contract; and Quiet Title.

507. As a general rule, if a co-defendant has answered and has raised defenses, which may exonerate the defaulted defendant, then default judgment is improper and may not be taken against the defaulted defendant.

508. Several cases in California stand for this point, including Adams Manufacturing & Engineering Co. v. Coast Centerless Grinding Co. (1960) 184 Cal.App.2d 649, 655 and Mirabile v. Smith (1953) 119 Cal.App.2d 685, 689.)

509. Further, the default entered against Mr. Mansdorf on the original complaint was moot after TORJESEN filed an "amended" complaint.

510. Default should not have been taken against Mr. Mansdorf the first or second times for these reasons alone.

511. TORJESEN filed for a partial dismissal the same day as well

512. TORJESEN then filed an "amended" complaint and a days-early request for default against Mr. Mansdorf, with Mr. Mansdorf requesting arbitration, and TORJESEN continuing to seek and finally obtain default:

- 10/22/2010 Amended Complaint (1) INTERFERENCE WITH CONTRACT; 2) FRAUD, DECEIT & MISREPRESENT- ATION; 3) WILFUL MISCONDUCT; 4) BREACH OF CONTRACT 5) QUIET TITLE)
- Filed by Attorney for Pltf/Petnr

513. November 22, 2010, the Los Angeles County Bar Association, ("LACBA") sent notice to TORJESEN at his John C. Torjesen & Associates PC which expressly stated:

> We have received the enclosed petition for binding fee arbitration from the petitioner.
>
> Under Business and Professions Code 6201, subdivision (c), when a client commences arbitration of a fee dispute, any court action between you and the client concerning the fee dispute is automatically stayed. The automatic stay arises without necessity of a court order. However, it is your responsibility not to violate the stay, and if appropriate, to notify the court of the stay. In the absence of a court order lifting or modifying the stay, any fee collection action will remain stayed pending the outcome of the arbitration.

514. This despite the November 22, 2010, notice from the LACBA informing all of the now-pending Arbitration process, the Court file from TORJESEN's suit looks like this:

- 11/24/2010 Request to Enter Default (REJECT FOR MANSDORF-REQUEST IS PREMATURE. THE FIRST DATE TO FILE IS 11-30-10.)
- Filed by Attorney for Pltf/Petnr
- 12/06/2010 Notice (OF PETITION FOR FEE ARBITRATION)
- Filed by Attorney for Plaintiff/Petitioner
- 12/10/2010 Request to Enter Default (ON FIRST AMENDED COMPLAINT FOR MR. MANSDORF, INDIVIDUALLY AND AS TRUSTEE OF THE MANSDORF FAMILY TRUST)
- Filed by Attorney for Pltf/Petnr

- 03/01/2011 Notice-Stay (BASED ON PETITION FOR FEE ARBITRATION)
- Filed by Attorney for Pltf/Petnr

515. Despite later admitting to actually receiving this notice, on November 24, 2010, TORJESEN filed for default against Mr. Mansdorf and the Court was literally required to inform him such was "premature," and could not be requested until November 30, 2010.

516. December 6, 2010, the official "Notice of Petition for Fee Arbitration" was filed under Case No. 425880 by TORJESEN, yet on December 10, 2010, TORJESEN, again applied for, and this time received entry of default against Mr. Mansdorf with regard to TORJESEN'S First Amended Complaint.

517. January 18, 2011, Judge Palmer issued a second Judgment After Trial By Court on the second part of the bifurcated trial, except as provided for below with respect to the equitable lien of CCB against the ALTA HOME.

518. The judgment was as follows: $99,820.14 + 7% per annum from 8/28/06 to judgment, 10% until lien satisfied of CCB against the Alta Property, title to the Alta Property is quieted in favor of Mr. Mansdorf as Trustee of the Trust and against CCB.

519. Furthermore, the Deed of Trust recorded as Instrument No. 06-1902032 was voided and cancelled, (from GIACOMAZZA's daughter to CCB, encumbering the ALTA HOME).

520. March 1, 2011, an official Notice of Stay based upon the petition for fee arbitration was filed by TORJESEN.

521. Despite the stay, proceedings continued under Case No. 424880.

522. On March 3, 2011, a Notice of Hearing on an Order to Show Cause was entered, with a Substitution of Attorney filed on March 28, 2011, Points and Authorities filed the same day, and a Notice of Ruling on April 6, 2011, regarding the OSC for Default of Mr. Mansdorf.

523. Further factual evidence regarding the default is from the March 1, 2011 hearing transcript:

> A. MR. TORJESEN: Your Honor, I filed a declaration or a notice or a memorandum of, and I cited the statute saying there was a stay. I submitted the default before anybody told me there was a – before I got notice of an arbitration.
>
> B. THE COURT: It was entered, it looks like.

C. MR. TORJESEN: I think it was. And, since then, we've just been waiting. I'm not sure if there's been a panel appointed. Nobody has told me of a date.

D. THE COURT: Well, who's got the onus of setting that up?

E. MR. TORJESEN: The defendant does.

F. THE COURT: Defendants is the one that asked for the arbitration; is that correct?

G. MR. ORLOFF: That is correct.

524. Torjesen continued to try and prevent Mr. Mansdorf from responding:

- 03/03/2011 Notice of Hearing (AND OSC RE STATUS OF FEE ARBITRATION, DISMISSAL OF CASE, PROSECUTION OR WAIVER OF FEE ARBITRATION AND FAILURE OF DEFENDANT TO APPEAR AT HEARING)

- Filed by Attorney for Pltf/Petnr

525. Nonetheless, on April 6, "default" was entered by the Court against Mr. Mansdorf.

- 04/06/2011 Notice of Ruling (AT OSC RE DEFAULT)
- Filed by Attorney for Pltf/Petnr

526. At arbitration, Attorney MULLEN argued for Mr. Mansdorf, explaining that TORJESEN was fired because he refused to seek judgment, instead focused on obtaining the second judgment (of the bifurcated trial) of money against the GIACOMAZZA defendants.

527. July 28, 2011, TORJESEN caused a Lis Pendens to be filed against Malibu Property.

528. October 18, 2011, the Arbitration Board issued a Conditional Arbitration Award.

529. The Board decided TORJESEN was entitled to the two million United States Dollars, ($2,000,000.00 USD) and they added two more conditions on top of the condition articulated in Mr. Mansdorf's letter:

530. Development of the Malibu property and obtaining a take-out loan;

531. Sale of the Trust's Interests in the Malibu property; or

532. Sale of some or all of the Malibu Property.

533. With an extra condition regarding the interest not being awarded “through the date of the earliest of the” conditions (a), (b) or (c), and a statement that TORJESEN was awarded the fees paid in this matter.

534. There was no statement regarding the fees unpaid in this matter.

535. With the benefit of a 12-page Statement of Decision written by Judge Palmer in GIACOMAZZA's case, Daniel Bromberg, (“BROMBERG”) achieved an impressive opinion from Justice Johnson issued on March 18th 2011, who during the oral `argument questioned the deaths of Harry's siblings since GIACOMAZZA was present at the time of both deaths.

536. Following the appellate court's oral argument, BROMBERG expressed to Mr. & Mrs. Mansdorf and GONZALEZ that he was not at all comfortable with the Justice's posture, urged Mr. Mansdorf to file for BANKRUPTCY

537. Mr. & Mrs. Mansdorf and GONZALEZ were adamantly opposed to this.

538. GONZALEZ asked BROMBERG, what he thought the best strategy would be in approaching MCCLANAHAN's attorneys in a proposed settlement discussion, and BROMBERG brought the Forged Deed to GONZALEZ’s attention.

539. Despite this fact, BROMBERG thought MCCLANAHAN's attorneys wouldn't entertain a settlement discussion under $5,000,000.

540. GONZALEZ tried to convince BROMBERG to bring the discovery of the fraud to the attention of the court of appeals.

541. BROMBERG adamantly refused and threatened to resign if Mr. Mansdorf pushed the issue of the forged deed, claiming we had not argued it.

542. GONZALEZ attempted to provide his own form of chain of title to the Magic 4 parcels, drawing graphs to clearly show how the property subject to the MCCLANAHAN complaint was nowhere near the property described on the deeds as detailed above.

543. Not an “expert” in title, and getting nowhere with BROMBERG, GONZALEZ had no choice but to write a letter to Justice Armstrong, the author of the opinion in MCCLANAHAN's favor which affirmed the lower courts $12,000,000 default judgment.

544. With Mr. & Mrs. Mansdorf’s permission, GONZALEZ informed BROMBERG and MULLEN that unless they took action to address the court of appeal, Harry would have no choice but move to dismiss the MCCLANAHAN appeal voluntarily to stop a default judgment

from being affirmed on appeal, which they concluded would significantly lessen Mr. Mansdorf's chances of proving the judgment a product of fraud and void.

545. On a threat to dismiss the appeal, BROMBERG's requested a meeting with all Mr. & Mrs. Mansdorf and GONZALEZ.

546. The meeting was held on the day the appellate court's opinion became final.

547. BROMBERG and MULLEN did their best at that meeting to convince them that Mr. Mansdorf's best chances of turning the appeal would be to petition to the California Supreme Court.

548. BROMBERG was proposing a fee of $600,000 to achieve this.

549. GONZALEZ argued how it made no sense to petition the Supreme Court where they had no better than a 5% chance of even being heard.

550. Mr. & Mrs. Mansdorf and GONZALEZ thought better to spend the time, effort and money they didn't have on a Motion To Void the judgment based on Extrinsic Fraud.

551. GONZALEZ finally gave in to BROMBERG and MULLEN's request to petition the California Supreme Court.

552. Mr. Mansdorf signed another note in first position deed of trust against the Malibu Property.

553. However, the firm's notary stepped out for lunch and provided a window of opportunity to think about the matter one more time.

554. Despite BROMBERG's suggestion to have lunch brought in, Mrs. Mansdorf choose to step out for lunch, MULLEN went with them.

555. MULLEN, having poured a significant amount of time into the matter on appeal continued to do his best to convince them to go with BROMBERG all the way to the California Supreme Court.

556. GONZALEZ requested Mr. & Mrs. Mansdorf be allowed to go home.

557. GONZALEZ needed to step down at that point.

558. Mrs. Mansdorf asked Mr. Mansdorf what he wanted to do.

559. Go back up-stairs to continue with BROMBERG or go with GONZALEZ and dismiss the appeal. Mr. Mansdorf said go with "Jaime".

560. This was at 4:00 pm, which left little time to make it to the Second District Court of Appeals in time to file the voluntary dismissal of the case on what was the last day before the opinion would be final.

561. On November 10th, 2011 at 4:25 pm, with five minutes left to go before the court of appeal closed, they filed originals and conformed copies of two documents; a Substitution of Attorney, which fired BROMBERG and put Mr. Mansdorf in as a pro per; and a Voluntarily Dismissal.

562. The following day the court of appeals docket indicated the substitution was granted, however, the voluntary dismissal, although received on time, was rejected due to the court not being able to "review" it before it surrendered its jurisdiction to the Supreme Court, on the 30th day from when the Opinion was made.

563. GONZALEZ called the supervising clerk, Dan Potter crying foul.

564. Mr. Potter then retrieved the original rejected document from the outgoing mail addressed to Mr. Mansdorf, which he agreed to show to the judge.

565. The following day with a slight adjustment to the language in the docket, the voluntary dismissal was rejected.

566. GONZALEZ researched the law well enough to know that a Voluntary Dismissal is immediate and non-discretionary when made set forth before the Opinion is filed.

567. A Court of Appeals Opinion is filed on the 30th day at the end of the business day at which time it is stamped "Filed ".

568. Nonetheless, it did not happen.

569. October 21, 2011, Division Five of the Second Appellate District of the California Court of Appeals entered a ruling affirming Judge Kahn's order denying the C.C.P. § 473 motion to set aside.

570. Daniel Howard Bromberg, (SBN 242659), from the law firm of Quinn Emanuel Urquhart & Sullivan, LLP, waived the issue of the publication not being in a paper most likely to provide Mr. Mansdorf actual notice as the statute required.

571. Justice Mosk, J. felt compelled to state:

> The Judicial Council comment to Code of Civil Procedure section 415.50 states, "Section 415.50 provides a method for effecting service upon a defendant whose whereabouts are unknown and who has no known fixed location where service can be otherwise effected in a manner specified in this article. [Italics

> original]. Those requirements were not met here because defendant's address was known to plaintiff. It would seem that service by mail under these circumstances would be constitutionally required.

572. November 4, 2011, Torjesen moved for confirmation of the arbitration award.

573. ORLOFF filed, on behalf of Mr. Mansdorf, a request for trial de novo and a rejection of the arbitration award.

574. TORJESEN moved to strike those filings because ORLOFF had not filed a "Notice of Appearance" on behalf of Mr. Mansdorf in the case.

575. Torjesen also claimed that Mr. Mansdorf was in "default," based upon the entry of default Mr. Torjesen obtained while the entire case was stayed pending fee arbitration.

576. December 28, 2011, Attorney ORLOFF filed an "Answer to Amended Complaint" on behalf of Mr. Mansdorf.

577. Finally, on January 11, 2012, Attorney ORLOFF filed a Substitution of Attorney officially entering the case.

578. The hearing was set for January 19, 2012.

579. ORLOFF arrived to the hearing late, the Judge Granted TORJESEN'S motion to strike, and TORJESEN thus obtained his confirmation judgment without consideration of any filings or defenses made on Mr. Mansdorf's behalf.

580. The reason: TORJESEN successfully convinced the Court the "default" of Mr. Mansdorf to TORJESEN's Amended Complaint under Case No. BC425880 (moved for while TORJESEN knew an automatic stay was in place) prevented Mr. Mansdorf from being able to file any responsive documents to TORJESEN'S request to confirm the arbitration award, not the amended complaint.

581. Through this trickery, TORJESEN obtained confirmation with no trial de novo being had, and no responsive pleadings from Mr. Mansdorf being considered.

582. Confirmation judgment was entered by the Honorable Elizabeth Allen White, with the confirmation including the same express conditions for enforcement of the judgment as the Arbitration Award:

583. Development of the Malibu property and obtaining a take-out loan;

584. Sale of the Trust's Interests in the Malibu property; or

585. Sale of some or all of the Malibu Property.

586. With an extra condition regarding the interest not being awarded "through the date of the earliest of the" conditions (a), (b) or (c).

587. TORJESEN individually awarded attorneys fees and costs of ___, to be proven by motion, by declaration, or live testimony in any subsequent default prove-up hearing.

588. TORJESEN's law firm awarded attorneys fees and costs of ___, to be proven by motion, by declaration, or live testimony in any subsequent default prove-up hearing.

589. TORJESEN's law firm awarded attorneys fees and costs of ___, specifically incurred in the arbitration process, to be proven by motion, by declaration, or live testimony in any subsequent default prove-up hearing.

590. In Feb/March, GONZALEZ ran into Attorney Kevin Gary MacNamara, (SBN 279691), ("MACNAMARA") while at the Federal Bankruptcy Court obtaining files for the MCCLANAHAN default judgment.

591. Ultimately, GONZALEZ hired MACNAMARA, and he began working with ORLOFF on the MCCLANAHAN default judgment.

592. MACNAMARA proceeded to contact MCCLANAHAN's attorneys, CACCIATORE and SOTTILE:

> During our conversation the issue of [Janice McClanahan's] original default judgment was raised and that it may be void or voidable because. . . there is a deed stating that she purchased the property from Keith Card in 1988 for $850,000 and thus could not have believed that it was "worthless." Your retort to this was that Janice McClanahan often acted as a "straw buyer" for Lee Mansdorf when he would purchase property so that it could be obtained or acquired at a fairly low price. That would actually be price-fixing and is in the realm of antitrust law, so be careful if you decide to go there especially considering the fact your client would've been an accomplice and/or co-conspirator to these actions.
>
> Next I brought up the issue of Janice McClanahan being on the escrow documents showing that she paid the transfer taxes and recoding fee. You explained this by simply stating that she didn't know about it and somebody else must have paid those fees on her behalf. I would go along with that, but I want to hear it from Janice McClanahan.

593. The subsequent correspondence from MACNAMARA did not let this point go:

> This is a written memorializing of our conversation regarding Janice McClanahan ("McClanahan") which took place at Mr. Cacciatore's office on March 15, 2012 which was undertaken without our clients being present as per your request. I offered several possibilities for settlement . . . The offers were:

$500,000 which Lee allegedly wanted her to have, but Lee never put in a will or writing.

Assignment of the proceeds of a lawsuit against Rufus Rhoades or Richard Purcell.

These offers appeared to be summarily rejected by both of you, but you nonetheless have a duty to present them to your client Janice McClanahan. . . .

Mr. Sottile said that Janice McClanahan did not know Richard Purcell. I know and can prove this fact to be true namely Janice McClanahan did/does know Richard Purcell. I take offense when a fellow attorney is not honest with me, so please do not make the mistake of telling me something which I can easily prove or disprove. I would like to remind you that you have a duty to rectify and correct any perjury that your client may have committed as well as candor to a tribunal to speak only the truth.

594. Following this, MARCUS responded to MACNAMARA as follows:

. . . although I represent Janice McClanahan in the enforcement of judgment proceedings against Harry Mansdorf, I have never met and never spoken with her. I was hired by her lawyers in the suit against Mansdorf, Tim Sottile and Tom Cacciatore.

595. At that point, May 7, 2012, Attorney MACNAMARA proceeded to file an "Ex Parte Application to Set Aside Order for Publication, Default and Default Judgment as Void".

596. The very next day, the Judge Abraham Kahn denied the application with no substantive comment when doing so.

597. April 5, 2012, Letter from Mancini & Associates, (Torjesen's attorney) to Paul Orloff, (Mr. Mansdorf's Attorney), which states in relevant part:

I suggest we mediate this matter with an experienced private mediator, with the hope that we can reach a formal agreement that allows for Mr. Torjesen to be paid this judgment upon the development of the property.

598. April 17, 2012, the Abstract of TORJESEN's Judgment was recorded in the Ventura County Recorder's Office.

599. Further, the abstract has "Harry Mansdorf" listed as the Debtor on page one, and "The Mansdorf Family Trust" listed as the Debtor on page two.

600. No listing of the name "Harry Mansdorf, Trustee of the Mansdorf Family Revocable Trust" is given.

601. On April 9, 2012, MCCLANAHAN moved for an order of sale of Mr. Mansdorf's rights, title and interest in the ALTA HOME to satisfy her judgment.

602. MCCLANAHAN never moved to attach Mr. Mansdorf's rights as a beneficiary of the trust , never filed a petition pursuant to California Code of Civil Procedure, ("C.C.P.") § 709.010, and never moved to sever the joint tenancy.

603. Rather, the lien enforcement mechanism MCCLANAHAN selected was the Sheriff's sale.

604. April 23, 2012, TORJESEN caused a document titled, "Notice of Intent to begin collection" to be filed and sent to ORLOFF regarding his $2,000,000 judgment.

605. Stated in this notice was the three conditions precedent for TORJESEN to begin collection on his judgment.

606. As stated by TORJESEN in this Notice:

> It has recently come to the attention of Plaintiff that the Trust's interests in Malibu property has been sold and/or some of the Malibu property has been sold. (See Joint Venture Agreement . . .)
>
> ([providing] HM irrevocably agrees to immediately transfer to JG . . . 50% of all rights, title and interest in and to the PROPERTIES that is recovered by HM at any time following the execution of this AGREEMENT by the PARTIES)
>
> . . .
>
> This Transfer agreement was signed on July 3, 2008, and the PROPERTIES were lawfully returned to Mansdorf and the Mansdorf Family Trust in a Ruling issued on August 3, 2009. . .
>
> Therefore, as of August 3, 2009, 50% of the PROPERTIES were sold and/or transferred from Mansdorf and the Trust to Mr. Gonzalez, satisfying a necessary requirement of this judgment.
>
> . . .
>
> Since the terms of the judgment are now fulfilled, Plaintiff JOHN C. TORJESEN, ESQ., will begin collection of his judgment immediately.
>
> Further, since the transfer occurred prior to the arbitration ruling and judgment in favor of Mr. Torjesen, interest on said judgment has and will continue to accrue that the legal rate from October 18, 2011, the date of the arbitration award. . .

607. Expressly provided as the evidentiary support for TORJESEN's claim that one or more of the three conditions precedent had been met: the joint venture agreement between Mr. Mansdorf and GONZALEZ.

608. Based upon this claim, TORJESEN began collection of his judgment, seeking the issuance of writs of execution, with two procedurally deficient.

609. On May 22, 2012, Mr. Mansdorf, through attorneys MACNAMARA and ORLOFF filed a "Motion to Set Aside All Void Orders and Judgments in the Case Based Upon Lack of Jurisdiction of the Court and Plaintiff's Extrinsic Fraud Upon the Court" under CCP §473(d), which claimed:

A. The court never exercised subject matter jurisdiction;

B. MCCLANAHAN concealed the fact that she never held title to, or owned the property she conveyed in Exhibit "A;"

C. MCCLANAHAN concealed the fact that she could not obtain any money under LEE's Last Will or this Lawsuit;

D. MCCLANAHAN concealed from the court the Fact that she did not have a factual basis for any cause of action;

E. MCCLANAHAN and her counsels concealed information from the court, misled the court and utilized fraud and forgery to show proper service of the summons and complaint upon Mr. Mansdorf to obtain judgment from the court;

F. The damages were based upon a complete fraud;

G. The motion was timely.

610. MCCLANAHAN filed a response, arguing:

A. Mr. Mansdorf's motion failed to comply with CCP. §1008(b);

B. The Entered Judgment of January 23, 2008 was not void, as Mr. Mansdorf was personally served with the summons and complaint, and served via publication with the statement of damages, and the publication portion had already been approved by the Mr. Mansdorf Court;

C. Mr. Mansdorf was subject to the general jurisdiction of the court;

D. There is no extrinsic fraud or mistake, and Mr. Mansdorf is barred from re-litigating any claims of intrinsic fraud or mistake.

611. Ultimately, the Superior Court denied the motion, ruling as follows:

A. The arguments on improper service of the statement of damages were untimely

B. Mr. Mansdorf did not establish that the court's decision to exercise jurisdiction must appear from the face of the record or the judgment is void. Mr. Mansdorf defaulted so no jurisdictional issue was raised for the courts determination;

C. The claims MCCLANAHAN and her counsels concealed information from the Court, misled the Court and utilized fraud and forgery to show proper service of the summons and complaint obtain a judgment from the Court are intrinsic fraud and denied as such.

612. On May 29, 2012, the clerk "rejected" the first Writ of Execution filed by TORJESEN, citing to where "unlimited" interest was wrongfully stated, and the Clerk returned the document to TORJESEN's attorney.

613. June 4, 2012, the clerk "rejected" the proof of service on the memorandum as being incomplete on the second attempt of TORJESEN at a Writ of Execution, and returned the document to TORJESEN's attorney.

614. June 28, 2012, a writ issued in Ventura County.

615. This writ was not submitted to the Ventura County Sheriff for Levy for currently unknown reasons.

616. The first writ issued 6-28-12 was not used, (i.e., not submitted to the sheriff for levy).

617. TORJESEN filed an Objection to the Application for Order to sell real property.

618. TORJESEN submitted the joint venture agreement and corresponding Grant Deed evidencing Mansdorf and GONZALEZ held title in joint tenancy with rights of survivorship, and further submitted the fraudulently recorded second abstract of MCCLANAHAN, which fraudulently named Mr. Mansdorf as Trustee as being served, with TORJESEN expressly calling the same "fraudulent".

619. On August 10, 2012, the Court ordered the sale of Mr. Mansdorf's interests in the Malibu Property.

620. On August 27, 2012, Mr. Mansdorf passed away.

621. Subsequently, TORJESEN sought to have another writ issued on September 11, 2012, and this was rejected because the writ that was issued on June 28, 2012 had not been returned, irrespective of the fact it was not recorded in accordance with C.C.P. § 699.510(a).

622. With no writ, on September 17, 2012, Torjesen got a new writ issued TO Ventura County, and the court record provides as follows:

- 06/28/2012 Writ issued (Ventura County a.s.) Filed by Clerk
- 09/11/2012 Writ-Other Issued (REJECTED: OUTSTANDING WRIT RETURNED TO ATTY SVCV) Filed by Clerk
- 09/17/2012 Writ issued (Ventura County a.s.) Filed by Clerk
- 09/17/2012 Writ filed (issued 6.28.12, to Ventura County) Filed by Clerk

623. Further, TORJESEN never opened a "miscellaneous" case in Ventura County.

624. On October 11, 2012, the Sheriff recorded this Writ with the Notice of Levy in the Ventura County Recorder's Office under Instrument No. 20121011-00181994-0.

625. This constitutes the date of, and existence of the "execution lien".

626. October 24, 2012, ORLOFF sent a letter to TORJESEN and his attorneys informing them:

> In light of Mr. Mansdorf's death, your Notice of Levy and Writ of Execution are not valid. . . . Please withdraw the Notice of Levy and Writ of Execution.

627. October 26, 2012, Mancini & Associates wrote back on behalf of Torjesen:

> In your letter you claim that Mr. Torjesen must withdraw his Notice of Levy and Writ of Execution because they are invalid because Mr. Mansdorf's property was held in an "inter vivos trust," and died on August 27, 2012, and the writ documents were filed after his death, on September 17, 2012. . . .Your position is incorrect. First, you have provided no evidence in your letter that the Mansdorf Family Trust is an inter vivos trust which would require litigation in the Probate Court. Second, you have provided no information that even if the trust were an intervivos trust, that the trust has a provision that the trust estate reverted back to Mansdorf's estate upon his death. Lastly, Mr. Torjesen's original Writ of Execution was issued on June 28, 2012, nearly one month before Mr. Mansdorf died.

628. A writ of execution requires a levying officer to enforce the judgment.

629. The officer does so by levying on the debtor's property, i.e., by seizing the property under the writ, either constructively or actually, as provided for in §§ 699.510-699.530, 700.010-700.200; 8 Witkin, op. cit. supra, § 89, pp. 95-96; Cal. Practice Guide, supra, §§ 6:366-6:393.

630. Per CCP § 700.015 (a), "To levy upon real property, the levying officer shall record with the recorder of the county where the real property is located a copy of the writ of execution and a notice of levy that describes the property levied upon and states that the judgment debtor's interest in the described property has been levied upon."

631. Per CCP § 697.710, "A levy on property under a writ of execution creates an execution lien on the property from the time of levy until the expiration of two years after the date of issuance of the writ unless the judgment is sooner satisfied."

632. Per, CCP 686.020, "After the death of the judgment debtor, enforcement of a judgment against property in the judgment debtor's estate is governed by the Probate Code, and not by this title."

633. Per Probate Code § 19300(a), "Except as provided in Section 19303, after the death of the settlor all money judgments against the deceased settlor on a claim against the deceased settlor or against the trustee on a claim against the decedent or the trust estate are payable in the course of administration and are not enforceable against property in the trust estate of the deceased settlor under the Enforcement of Judgments Law (Title 9 (commencing with Section 680.010) of Part 2 of the Code of Civil Procedure)."

634. The position Mancini & Associations, and therefore TORJESEN, maintained was untenable and wholly contradicted by established law.

635. Based upon the impending sale of the ALTA HOME, and the obvious plan to ignore California Law by TORJESEN and his attorneys, Richard Fine, (now known to have been "disbarred" as an attorney at the time), advised GONZALEZ to record the Joint Tenancy Grant Deed to prevent the sheriff's sale purchaser from successfully proving any claims to title on the ALTA HOME and the Malibu Property.

636. On November 20, 2012, GONZALEZ recorded a certified copy of the Grant Deed he had recorded in Los Angeles County in the Ventura County Recorder's Office under Instrument No. 20121120-00208007-0.

637. This was done as a "protection" mechanism, and done in accordance with GONZALEZ's powers and authority under the Trust Document.

638. This is because the Trust, at paragraph 6.13, grants GONZALEZ the power "to hold . . . property in [GONZALEZ] name . . . without disclosing any fiduciary relationship . . .")

639. October 30, 2012, through attorneys MACNAMARA, ORLOFF, GONZALEZ and Mrs. Mansdorf made an Ex Parte application to stop the impending Sheriff's Sale of the ALTA HOME.

640. Despite this day-before-the-sale filing and notice to Judge Kahn that Mr. Mansdorf had passed away, on October 31, 2012, the sheriff's sale of Mr. Mansdorf's rights, title and interest in the ALTA HOME went forward, with Marc Bohbot acting through an unregistered entity titled, "ALTA STANDARD ONE, LLC," the alleged successful bidder.

641. November 13, 2012, GONZALEZ recorded a document titled, "Affidavit of Death of Joint Tenant, along with a certified copy of Mr. Mansdorf's death certificate in the Ventura County Recorder's Office under Instrument No. 20121123-00210427-0.

642. November 26, 2012, GONZALEZ recorded a certified copy of the Ventura County Recorded Affidavit of Death of Joint Tenant and death certificate in the Los Angeles County Recorder's Office under Instrument No. 20121787040.

643. Finally, on December 7, 2012, the Sheriff's Deed from the October 31, 2012, Sheriff's sale was recorded.

644. Through individuals named Joe Mikhail and Tamoor Bidari, in January of 2013, GONZALEZ met an attorney named Elaine Etingoff, (SBN 89113), ("ETINGOFF"), who proceeded to familiarize herself with the case and documents.

645. At no time did Attorney Etingoff advise GONZALEZ of the potential to, or any requirement to open "Probate" proceedings regarding the Estate of Mr. Mansdorf and/or the MFT.

646. March 7, 2013, the Ventura County sheriff issued a Notice of Sheriff's Sale, listing the sale date as April 18, 2013.

647. March 18, 2013, GONZALEZ filed a Third Party Claim through attorney ETINGOFF.

648. ETINGOFF utilized several documents, (one that did not originate from GONZALEZ himself) to prove GONZALEZ's ownership of the Levied property in Malibu California.

649. The Notice sent to Torjesen from the Sheriff in response warned that no undertaking had been filed and that TORJESEN was required to file one.

650. Torjesen filed an Ex Parte request for a Temporary Restraining Order to stop the Sheriff from releasing the property to GONZALEZ, with Judge Elizabeth Allen White Granting such being granted on March 25, 2013.

651. TORJESEN did not count upon Mr. Mansdorf's untimely passing on August 27, 2013, prior to TORJESEN obtaining an execution lien.

652. Moreover, with the contents of the Grant Deed transferring property to Mr. Mansdorf and GONZALEZ in "Joint Tenancy" with further expressly stated "right of survivorship".

653. TORJESEN literally could no longer have enforced his Judgment against the Malibu Property.

654. He effectively missed his window of legal opportunity.

655. This left TORJESEN in an "uncollectable" situation with his judgment with regard to the Malibu Property, despite GONZALEZ'S repeated and equitable affirmations of intentions to pay TORJESEN his $2,000,000.00 anyway.

656. March 26, 2013, TORJESEN filed a petition for a hearing on GONZALEZ's third-party claim.

657. TORJESEN argued that the documentation attached to GONZALEZ's third-party claim was not "authentic," was not accurate, was not correct, and did not constitute competent evidence that GONZALEZ owned the real property which TORJESEN had levied.

658. Thus, once GONZALEZ filed a third party claim based upon the very same joint tenancy agreement and grant deed TORJESEN used to begin enforcement procedures, TORJESEN and the same counsel who advanced the Notice of Intent to Begin Collection of Judgment immediately reversed their position.

659. His claim: the grant deed exhibit at Exhibit 1 to his Third Party Claim was different than the grant deed exhibit at Exhibit 2 to his third party claim.

660. As directly quoted from TORJESEN's petition to invalidate GONZALEZ's Third Party Claim:

> Jaime Gonzalez is not a bona fide purchaser or encumbrancer, since he had prior knowledge of the dealings with Torjesen.
>
> . . .

> Jaime Gonzalez has presented no facts of when and how the alleged grant deed attached to the Joint Venture agreement, much less has he presented facts showing that Torjesen was aware of that alleged delivery
>
> . . .
>
> GONZALEZ'S GRANT DEED WAS IMPROPERLY & FRAUDULENTLY RECORDED AND CANNOT FORM THE BASIS OF A VALID TRANSFER OF TITLE
>
> . . .
>
> Mr. Torjesen pulled a title report on the Malibu Properties, and there are currently at least 129 exceptions to clear title on the property, and title has therefore NOT BEEN QUIETED, as required in the Joint Venture Agreement provision above.
>
> . . .
>
> The Grant Deed Has Been Altered and Misused by Gonzalez, Rendering it Void
>
> . . .
>
> There Has Been No Effective Delivery of the Grant Deed Gonzalez Claims was Recorded.
>
> . . .
>
> GONZALZ, AS TRUSTEE OF THE MANSDORF FAMILY TRUST IS ACTING IN VIOLATION OF HIS DUTY TO PROTECT AND PRESERVE THE ASSETS OF THE TRUST BY FRAUDULENTLY ATTEMPTING TO TRANSFER TRUST ASSETS OUT OF THE TRUST AND INTO HIS NAME AND ANY SUCH TRANSFER IS VOID.
>
> . . .
>
> THE DEATH OF HARRY MANSDORF DOES NOT ALTER TORJESEN'S INTEREST IN ANY WAY.
>
> Gonzalez has failed to introduce admissible evidence establishing that he is entitled to the personal property levied upon by Torjesen. As such, his third party interest must fail and his request to release this property must be denied, and the sale must move forward. . . . Further, Torjesen has established by a preponderance of the evidence that the deed recorded by Gonzalez was a result of a fraudulent transfer, rendering the transfer void.

661. These arguments were made despite the interest TORJESEN calculated and included on the Writ of Execution calculated from the time of the Arbitration Award solely because TORJESEN himself claimed the sale/transfer of Trust property to GONZALEZ satisfied his conditional judgment, and such occurred prior to the award.

662. Additionally, TORJESEN claimed the Exhibit listing the legal descriptions on the Joint Venture attached to GONZALEZ's third party claim "varied" from that on the recorded Grant Deed, thus, neither document was authentic, the Grant Deed was void, and further, that GONZALEZ's act of recording it was "fraudulent".

663. THE NECESSARY FACTUAL AND LEGAL RESULTS OF THIS ARGUMENT ARE AS FOLLOWS:

A. NO TRANSFER OF THE TRUST'S INTERESTS IN THE MALIBU PROPERTY EVER OCCURRED;

B. NO SALE OF SOME OR ALL OF THE MALIBU PROPERTY EVER OCCURRED;

C. THE CONDITION TORJESEN PREVIOUSLY RELIED UPON TO BEGIN ENFORCEMENT OF HIS JUDGMENT NEVER OCCURRED, AND

D. TORJESEN HAD NO RIGHT TO CONTINUE ENFORCE HIS CONDITIONAL JUDGMENT AGAINST THE MALIBU PROPERTY, (TRUST PROPERTY) BECAUSE NONE OF THE CONDITIONS FOR HIM TO ENFORCE HIS CONDITIONAL JUDGMENT HAD OCCURRED.

664. April 3, 2013, Linda Mansdorf's Declaration in support of GONZALEZ's Third Party Claim was filed.

665. April 5, 2013, TORJESEN replied, moving to strike portions of the declaration as hearsay, and maintaining that no explanation was provided for the difference in documents, they therefore were not authentic, and GONZALEZ did not have a valid claim.

666. When TORJESEN filed his petition to invalidate the claim of GONZALEZ, the GONZALEZ did not understand the issue and believed counsel had done something intentionally wrong.

667. He had a valid agreement, so valid in fact that TORJESEN had literally utilized that very agreement to previously claim that one or more conditions precedent in his conditional judgment had been met, and he could not collect on his judgment.

668. Flabbergasted, confused and basically at his wits end, GONZALEZ believed Counsel ETINGOFF had set him up for failure.

669. April 8, 2013, GONZALEZ proceeded to dismiss the Third Party Claim in accordance with California Code of Civil Procedure, ("CCP") §581 and substitute out ETINGOFF, substituting himself in "pro se".

670. The same day, a "tentative ruling" was issued granting TORJESEN's petition to invalidate GONZALEZ's third party claim.

671. April 11, 2013, TORJESEN filed an Ex Parte Application to reverse the dismissal of GONZALEZ and enter a ruling granting his petition.

672. TORJESEN claimed CCP §720.370 REQUIRED his consent before GONZALEZ could dismiss the petition.

673. However, GONZALEZ only requested to dismiss his third party claim something not covered under the statute of §720.370.

674. As such, he should have been and was proper in dismissing under CCP §581.

675. April 15, 2013 the Ex Parte hearing was held.

676. At the hearing on TORJESEN's ex parte motion the following day, the Court agreed with TORJESEN and reversed the dismissal of GONZALEZ'S Third Party Claim..

677. GONZALEZ appeared and presented the Grant Deed recorded in Ventura County, and the Grant Deed recorded in Los Angeles County.

678. He did so because his belief was TORJESEN's argument was the Grant Deed recorded in Ventura was different than the Gant Deed recorded in Los Angeles County – GONZALEZ did not understand the error his counsel had made.

679. The minute order reflects that GONZALEZ produced "two" grant deeds at the hearing, the one recorded in Los Angeles County, and the one recorded in Ventura County.

680. The Court determined TORJESEN's Petition to Invalidate GONZALEZ's Third Party Claim was "GRANTED."

681. Despite this fact, which judicially invalidates his reasoning for beginning collection on his judgment, and the passing of Mr. Mansdorf, TORJESEN proceeded to orchestrate the sale of the property.

682. After the Third Party Claim fiasco, Attorney ORLOFF advised GONZALEZ that the whole court proceeding was regarding Mr. Mansdorf's rights, title and interest and that GONZALEZ actually had a "first party" claim not a "third party" claim so none of it mattered.

683. GONZALEZ sent numerous emails to ORLOFF, Attorney David Affeld and Attorney Loren Beck, begging them to appeal the Elizabeth White ruling. No appeal was ever taken.

684. On April 18, 2013, the Ventura County Sheriff conducted a "Sheriff's Sale" pursuant to a Writ of Execution.

685. The legal description attached to the Execution Lien only contained a list of thirty-six (36) parcel numbers without any legal descriptions, meaning any meets & bounds, map descriptions, references, boundary marks, lines, locations, dimensions angles or sites.

686. GONZALEZ was present at the sale, and he listened while only the parcel numbers were read off.

687. There was no recitation of any actual or real Legal Descriptions, meaning any meets & bounds, map descriptions, references, boundary marks, lines, locations, dimensions angles or sites.

688. MCCLANAHAN's attorney spoke up but one of the Sheriff's immediately told him there was no speaking at all for any reason.

689. He seemed mad and very insistent on this point and GONZALEZ did not speak at the sale because of this.

690. Also present were Howard Weinberg, ("WEINBERG"), TORJESEN, (the judgment creditor), an attorney from the firm of Quinn Emmanuel, MCCLANAHAN's attorneys SOTTILE and CACCIATOREs, Hal Mintz, GONZALEZ and Mrs. Mansdorf.

691. The only two who bid were TORJESEN and WEINBERG, with bidding begun at $200,000 and ending at $500,000.

692. There was no attempt by the Sheriff to "split" the sale into separate parcels, despite the obvious attempt to levy 36 separate Assessor's Parcel Numbers

693. This was because the debtor, (Mr. Mansdorf) had died prior to levy, so the notice sent out which Mr. Mansdorf could have responded to and requested the property to be split in separate parcels to bring the most money, was not even possible.

694. Further, TORJESEN himself had the opportunity to have the Sheriff sell the property parcel by parcel so as to bring the most money.

695. This was obviously not TORJESEN's objective or plan, as hundreds of millions in real property was purportedly sold for $500,000 – a full $1,500,000 short of TORJESEN's $2,000,000 judgment.

696. WEINBERG was claimed to be the successful bidder at the Sale, bidding against the Judgment Creditor with a bid of $500,000.

697. The Ventura County Sheriff issued a "Sheriff's Deed" to WEINBERG on April 18, 2013.

698. The legal description attached to the Sheriff's Deed is the same as the legal description attached to the Execution Lien: a list of 36 parcels.

699. Between the issuance of the three (3) page deed around 10:00 a.m., and the recordation of the Sheriff's Deed (around 2:31 p.m.) either someone associated with WEINBERG or WEINBERG himself attached seven (7) pages to the Sheriff's Deed, consisting of self-described "legal descriptions" allegedly describing the 36 parcels of real property in Ventura County, California.

700. At or around 2:31 p.m., on April 18, 2013, WEINBERG recorded that materially altered version of the issued Sheriff's Deed in the Ventura County Recorder's Office under document number 20130418-00071134-0.

701. December 6, 2013, GONZALEZ spoke with a woman named Volene Lomeli, employed as a "Legal Processor" for the Ventura County Sheriff's Department.

702. GONZALEZ inquired about any rejections on file with regard to the April 18, 2013 Sheriff's Deed and she informed GONZALEZ that there was no "rejection" notice on file with regard to the April 18, 2013 dated and recorded Sheriff's Deed.

703. She further stated that the Sheriff's Deed was given to the purchaser, that the purchaser recorded it, and that no duplicate was ever recorded by the Sheriff's Department.

704. According to California Code of Civil Procedure § 701.660: . . . the levying officer conducting the sale shall execute and deliver a deed of sale to the purchaser, record a duplicate of the deed of sale in the office of the county recorder, and forward to the county or city and county any documentary transfer tax paid by the purchaser.

705. No duplicate deed was recorded by the Sheriff.

706. On December 12, 2013, GONZALEZ spoke with a woman named Gabby Canelas employed as a "Clerical Supervisor" at the Civil Unit of the Court Services Bureau within the Ventura County Sheriff's Department.

707. She stated that GONZALEZ could obtain a copy of the Sheriff's Deed they had on file and had actually issued to the purchaser by sending an official request via fax.

708. GONZALEZ called Brenden Etter, informed him of these facts, and he made the written request via fax to the Sheriff's Department.

709. The same day they faxed back the information to Mr. Etter, who in turn provided the same to GONZALEZ via email.

710. That same day, Thursday, December 12, 2013, GONZALEZ traveled to the Ventura County Recorder’s Office and spoke with a woman named Pamela L. Johnson, employed as a “Deputy Clerk and Recorder” by the Ventura County Recorder.

711. She unequivocally stated to GONZALEZ that Grant and other Deeds purporting to convey real property in Ventura County which do not contain any “legal description” will be “rejected” if they are presented for recordation.

712. She provided GONZALEZ with a document that stated the legal requirements to record a deed in Ventura County which included the requirement of the appropriate legal descriptions.

713. The legal descriptions WEINBERG attached to the Sheriff’s Deed describe 1,291 or so acres of real property in Ventura County

714. On ___, ORLOFF, GONZALEZ, Mr. Etter, Mrs. Mansdorf, and a former criminal investigator, Randolph Frodsham each created written requests for prosecution against WEINBERG for six (6) violations of California Penal Code statutes:

A. Counts 1 & 2 - FORGERY, in violation of California Penal Code Section 470(c);

B. Count 3 - FILING A FALSE DOCUMENT, in violation of California Penal Code Section 115(a);

C. Count 4 - OFFERING OR PREPARING FALSE EVIDENCE, in violation of California Penal Code Section 132;

D. Count 5 - ATTEMPTED GRAND THEFT BY FRAUD AND DECEIT, in violation of California Penal Code Section 532.

715. On ___, these documents and related exhibits were filed with the Ventura County Special Prosecution Unit.

716. Additionally in California, a judgment creditor cannot use the law relating to the enforcement of judgments after the judgment debtor dies per Code Civ. Proc., § 680.010 et. seq.

717. Instead, if a judgment creditor seeks to reach assets in a revocable living trust, she must follow Probate Code section 19000 et seq., which sets forth procedures for the payment of claims, debts, and expenses from a revocable trust of a deceased settlor.

718. Unless the trust property is subject to an execution lien at the time of the settlor's death, per California Probate Code § 19303, "after the death of the settlor all money judgments

against the deceased settlor on a claim against the deceased settlor or against the trustee on a claim against the decedent or the trust estate are payable in the course of administration and are not enforceable against property in the trust estate of the deceased settlor under the Enforcement of Judgments Law . . . ., " per California Probate Code § 19300, subd. (a).)

719. A money judgment obtained against a deceased settlor in his lifetime shall be filed in the same manner as other claims per California Probate Code, § 19300, subd. (b).

720. In 1991, the Legislature added provisions to the Probate Code for the payment of claims, debts and expenses from the revocable trusts of deceased settlors who died on or after January 1, 1992 per California Probate Code, §§ 19000 et seq., 19012, subd. (a).

721. "The procedures established by the new statute are similar to those providing for the handling of creditors' claims in the administration of decedents' estates per California Probate Code §§ 9000 et seq., 11400 et seq.

722. However, unlike probate administration, trust creditor claims proceedings are not mandatory. . . . [] . . . [] The trustee need not initiate creditor claims proceedings, and may not be held liable for failing to do so according to California Probate Code § 19010 and *Valentine v. Read* (1996) 50 Cal.App.4th 787, 792.

723. The Sheriff's Deed by which Plaintiff claims title was obtained was the product of a void Sheriff's Sale predicated upon an execution lien which occurred after the death of the judgment debtor who was also the last settlor of the MFT.

724. The execution lien, notice of sale and issued Sheriff's Deed are not accurate or descriptive enough to transfer title to any real property in the State of California under California State Law.

725. The Sheriff's Deed by which Plaintiff claims title was obtained was the product of a void Sheriff's Sale after the death of the settlor.

726. The execution lien, notice of sale and issued Sheriff's Deed are not accurate or descriptive enough to transfer title to any real property.

727. TORJESEN had personal knowledge in early September 2012 that Mr. Mansdorf had died.

728. TORJESEN failed to submit to the trust administration process required by Probate Code 19300 or to inform the Los Angeles Superior Court, the Ventura County Sheriff's Department and the Ventura Superior Court that Mr. Mansdorf died.

729. Per Probate Code §19300, upon Mr. Mansdorf's death, TORJESEN was required to submit his judgment for resolution as part of the administration of the Estate of Mr. Mansdorf and the Mansdorf Trust.

730. Such administration is not subject to the Enforcement of Judgments Law per Probate Code §19300.

731. TORJESEN defied the legal mandate for him to submit his judgment to administration, and instead, sought execution of a writ under and pursuant to the Enforcement of Judgments Law in direct violation of Probate Code § 19300.

732. All actions taken by TORJESEN to enforce the judgment against Mr. Mansdorf individually and his Trust estate after the death of Mr. Mansdorf were unlawful and therefore are void.

733. All actions taken to enforce the judgment under and pursuant to the Enforcement of Judgments Law after the death of Mr. Mansdorf, including the "amendment" of the issued writ and the recordation of said writ by the Ventura County Sheriff's Department were unenforceable and therefore are void.

734. GONZALEZ, as Trustee of the MFT and co-executor of Mr. Mansdorf's estate, intervened in this case on behalf of the trust/estate.

735. No objection was had to GONZALEZ appearing as the Trustee of the TRUST though he has already appeared individually.

736. Further, the Res Judicata, Collateral Estoppel and Judicial Estoppel arguments are barred as a matter of fact and law for, at the least, the fact GONZALEZ did not benefit from any representations within or ruling upon the third party claim he filed at the direction of Attorney ETINGOFF.

737. Further, GONZALEZ is currently suing ETINGOFF for malpractice for advising him to file said Third Party Claim when, according to California Law, because there was no levy by the Sheriff pursuant to TORJESEN's writ PRIOR to Mr. Mansdorf's August 27, 2012 death.

738. Nonetheless, ETINGOFF proceeded to craft and file a Third Party Claim, with absolutely no standing or jurisdiction to do so, thus engaging in malpractice and breaching her fiduciary duty to GONZALEZ.

739. The burden cannot be placed on an innocent citizen to timely assert statutory rights afforded by the EJL, when a void judgment underlies the purported execution sale.

740. At best, CCP section 701.680 allows a judgment debtor to recover the proceeds of a sale of property, after the judgment is reversed, vacated, or otherwise set aside, or damages if there were “irregularities in the proceedings,” per subsections (b)–(c)(1).

741. Giving a wronged individual the proceeds of an invalid execution sale (in this case, $500,000) or money damages is not an adequate remedy for a due process violation.

742. Only the return of the innocent individual's property satisfies the constitutional guarantee that no state may “deprive any person of life, liberty, or property, without due process of law,” as that term is used in the U.S. Const., 14th Amend and the Cal. Const., art. I, § 7, subd. (a).

743. All actions taken pursuant to the void judgment—including the writ of execution and the execution sale—had no legal force or effect because an order after judgment that gives effect to a judgment that is void on its face is itself void

744. GONZALEZ has documented hundreds of hours of video and audio footage which provide an accurate, first-hand, account of the excruciating pain, suffering, mental torture, depression and severe impact upon the lives of Mr. & Mrs. Mansdorf from the facts and actions explained herein.

745. Mrs. Mansdorf created a declaration regarding the impact of these events upon her daily life as well, filing such in Los Angeles County Superior Court, Case No. BC425880.