

VENTURA
SUPERIOR COURT
FILED

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MICHAEL D. PLANET
Executive Officer and Clerk

BY: _____, Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF VENTURA**

VIA FAX

56-2013-00444799-CU-OR-VTA

11
12 COUNTY LINE HOLDINGS LLC, a
13 Delaware limited liability company,

14 Plaintiff,

15 v.

16 JAIME DE JESUS GONZALEZ, an
17 individual; JANICE M. McCLANAHAN, an
18 individual; BEAU-MAISON, INC., a
19 California corporation; MALIBU HILLS
20 RANCH, a Nevada corporation; MALIBU
21 HILLS RANCH CORP, a Nevada corporation;
22 MALIBU HILLS RANCH INC., a corporation
23 of unknown origin and/or fictitious business
24 entity; COUNTY OF ORANGE
(CALIFORNIA); CAPITAL ONE N.A., a
25 national banking association; GERALD H.
26 LUSHING, an individual; RONALD S.
27 LUSHING, an individual; and DOES 1-100,
28 inclusive.

Defendants.

Case No.:

VERIFIED COMPLAINT FOR:

- (1) **QUIET TITLE;**
- (2) **DECLARATORY RELIEF;**
- (3) **CANCELLATION OF**
- (4) **INSTRUMENT(S); AND**
- INJUNCTIVE RELIEF**

1 Plaintiff County Line Holdings LLC ("Plaintiff") alleges as follows:

2 **THE PROPERTY**

3 1. The real property that is the subject of this complaint is comprised of thirty-four
4 parcels totaling approximately 1,291 acres located near Deer Creek Road and Pacific Coast
5 Highway in the County of Ventura, State of California, having the following Assessor Parcel
6 Numbers (collectively, the "Ventura Property"):

7 7000-050-215; 7000-070-415; 7000-070-435; 7000-050-205;
8 7000-050-245; 7000-050-375; 7000-050-385; 7000-050-140;
9 7000-010-240; 7000-050-400; 7000-010-530; 7000-050-410;
10 7000-010-540; 7000-050-120; 7000-050-355; 7000-050-085;
11 7000-050-195; 7000-050-365; 7000-050-095; 7000-050-185;
12 7000-050-325; 7000-050-345; 7000-050-315; 7000-050-335;
13 7000-070-445; 7000-070-425; 7000-010-115; 7000-010-100;
14 7000-050-390 aka 7000-050-395; 7000-010-520;
15 7000-010-050 aka 7000-010-055; 7000-010-490;
16 7000-050-055; 7000-010-040

17 2. Plaintiff owns all right, title and interest in the Ventura Property, and brings this
18 action for an order to quiet Plaintiff's title against a number of adverse but entirely invalid
19 property interest claims.

20 **THE PARTIES**

21 3. Plaintiff is a limited liability company organized and existing under the laws of
22 the State of Delaware and, at all times relevant herein, was and remains qualified to do business
23 in the State of California.

24 4. Defendant Jaime De Jesus Gonzalez ("Gonzalez") is an individual. Plaintiff is
25 informed and believes and thereon alleges that Gonzalez asserts an interest in the Ventura
26 Property adverse to Plaintiff's ownership.

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1 5. Defendant Janice M. McClanahan ("McClanahan") is an individual. Plaintiff is
2 informed and believes and thereon alleges that McClanahan asserts an interest in the Ventura
3 Property adverse to Plaintiff's ownership.

4 6. Plaintiff is informed and believes and thereon alleges that defendant Beau-
5 Maison, Inc. ("BMI") is a corporation organized under the laws of the State of California.
6 Plaintiff is further informed and believes and thereon alleges that BMI was formed in California
7 in 1980 under California entity number C0993837, but that BMI's existence has been suspended
8 by the California Secretary of State. Plaintiff is further informed and believes and thereon
9 alleges that BMI asserts an interest in the Ventura Property adverse to Plaintiff's ownership.

10 7. Plaintiff is informed and believes and thereon alleges that defendant Malibu Hills
11 Ranch ("MHR#1") is a corporation organized under the laws of the State of Nevada. Plaintiff is
12 further informed and believes and thereon alleges that: (a) MHR#1's status was revoked by the
13 Nevada Secretary of State; and (b) MHR#1 has never registered as a foreign corporation with the
14 California Secretary of State and is not qualified to do business in California. Plaintiff is further
15 informed and believes and thereon alleges that MHR#1 asserts an interest in the Ventura
16 Property adverse to Plaintiff's ownership.

17 8. Plaintiff is informed and believes and thereon alleges that defendant Malibu Hills
18 Ranch Corp. ("MHR#2") is a corporation organized under the laws of the State of Nevada.
19 Plaintiff is further informed and believes and thereon alleges that: (a) MHR#2's status was
20 revoked by the Nevada Secretary of State; and (b) MHR#2 has never registered as a foreign
21 corporation with the California Secretary of State and is not qualified to do business in
22 California. Plaintiff is further informed and believes and thereon alleges that MHR#2 asserts an
23 interest in the Ventura Property adverse to Plaintiff's ownership.

24 9. Plaintiff is informed and believes and thereon alleges that defendant Malibu Hills
25 Ranch, Inc. ("MHR Inc.") is a corporation of unknown origin and/or a fictitious business name.
26 Plaintiff is further informed and believes and thereon alleges that MHR#1 and MHR#2 have in
27 the past operated under the fictitious name "Malibu Hills Ranch, Inc." (MHR#1, MHR#2 and
28 MHR Inc. are collectively referred to herein as "MHR.")

10. Plaintiff is informed and believes and thereon alleges that defendant Capital One N.A., a national banking association (“Capital”), is the successor to Chevy Chase Bank, F.S.B. (“Chevy Chase”). Plaintiff is informed and believes that Capital asserts an interest in the Ventura Property adverse to Plaintiff’s ownership.

11. Defendants Gerald H. Lushing and Ronald S. Lushing (collectively, “Lushing”) are individuals. Plaintiff is informed and believes and thereon alleges that Lushing asserts an interest in the Ventura Property adverse to Plaintiff’s ownership.

12. Defendant County of Orange (“County”) is a political subdivision located within the State of California. Plaintiff is informed and believes and thereon alleges that the County asserts an interest in the Ventura Property adverse to Plaintiff’s ownership.

13. Defendants fictitiously named as Does 1 through 100, inclusive (“Doe Defendants”), are sued herein under said fictitious names as their true names and capacities are unknown to Plaintiff. Plaintiff is informed and believes and thereon alleges that each of the Doe Defendants assert an interest in the Ventura Property adverse to Plaintiff’s ownership. When the true names and capacities of the Doe Defendants are ascertained, Plaintiff shall amend this complaint accordingly. (Gonzalez, McClanahan, BMI, MHR#1, MHR#2, MHR Inc., Capital, Lushing, County, and Does 1-100 are collectively referred to as “Defendants”).

VENUE

14. Venue is proper in this Court because the Property is located in the County of Ventura, State of California.

FACTUAL ALLEGATIONS

The JTA Judgment

15. Plaintiff is informed and believes and thereon alleges that in March 2009, Harry Mansdorf (“Mansdorf”) and the Mansdorf Family Trust (“Trust”) retained the law firm of John C. Torjesen & Associates (“JTA”) to represent them as plaintiffs in a real estate fraud and elder abuse lawsuit against Michelle Giacomazza, Kathryn Gatto, Joint Venture LLC, Joint Venture Corporation, MHR, and United American Engineering and Development (collectively, the “Giacomazza Parties”), styled *Mansdorf, et al. v. Giacomazza, et al.* (Los Angeles Superior

1 Court Case No. BC285946, the "Giacomazza Action"). The plaintiffs in the Giacomazza Action
2 alleged that through threats, fraud and coercion against Mansdorf because of his advanced age,
3 the Giacomazza Parties had fraudulently seized ownership of the Ventura Property and
4 Mansdorf's family residence on Alta Drive, Beverly Hills ("Alta Property"). The plaintiffs
5 sought return of ownership of the Ventura Property and Alta Property and an order canceling
6 three bogus mechanic's liens (for \$90 million, \$20 million and \$600,000) that one or more the
7 Giacomazza Parties had recorded against the properties.

8 16. Plaintiff is informed and believes and thereon alleges that: (a) at the time JTA
9 substituted into the Giacomazza Action, Mansdorf and the Trust lacked the liquid financial
10 resources necessary to fund the litigation; and (b) Mansdorf and JTA agreed, therefore, that JTA
11 would receive a \$2 million "performance bonus" if the Court returned the Ventura Property and
12 Alta Property to the Trust.

13 17. Mansdorf and the Trust prevailed in their litigation. On August 3, 2009, the Court
14 issued a decision that "the Trust is the rightful holder of title to the [Ventura] Properties and the
15 Alta Property and that each of the Giacomazza Defendants is declared to have no estate, right,
16 title or interest in [either the Ventura Property or the Alta Property]." The Court ordered the
17 Ventura Property and the Alta Property returned to the Trust by the Giacomazza Parties, and
18 ordered the three mechanic's liens expunged. A copy of the Court's Statement of Decision is
19 attached hereto as Exhibit "A." Plaintiff is informed and believes that this decision is the largest
20 financial elder abuse verdict to date.

21 18. Plaintiff is informed and believes that Mansdorf never paid JTA the \$2 million
22 performance bonus. On November 13, 2009, JTA filed a civil complaint against Mansdorf and
23 the Trust seeking payment, and on November 17, 2009, JTA recorded a lis pendens against the
24 Ventura Property. On October 18, 2011, the Los Angeles County Bar Association awarded JTA
25 \$2 million after a fee arbitration, and ruled that such award was to be paid when one of several
26 specified events relating to sale, development, or refinance of the Ventura Property occurred. On
27 January 31, 2012, the Court entered the arbitration award as a judgment ("JTA Judgment").
28

1 Plaintiff is further informed and believes and thereon alleges that in April 2012, JTA recorded an
2 Abstract of Judgment against title to the Ventura Property.

3 **Plaintiff Purchases the Ventura Property**

4 19. On June 28, 2012, JTA issued a Writ of Execution to force the sale of the Ventura
5 Property with the intention that the proceeds from such sale would be used to satisfy some or all
6 of the JTA Judgment, and on September 17, 2012, JTA amended the Writ ("JTA Writs").

7 Plaintiff is informed and believes and thereon alleges that on March 6, 2013, the Ventura County
8 Sheriff posted and served notice that on April 18, 2013, the Sheriff would auction the Ventura
9 Property pursuant to the JTA Writs.

10 20. On April 18, 2013, the Ventura County Sheriff conducted the auction. Plaintiff
11 submitted the winning bid and was issued a Sheriff's Deed Under Writ of Execution ("Sheriff's
12 Deed") for the Ventura Property. The Sheriff's Deed granted to Plaintiff "all right, title and
13 interest of the herin named judgment debtor in the real property described in this deed." The
14 judgment debtors named in the Sheriff's Deed include Mansdorf and the Trust. The real
15 property described in the deed is the Ventura Property. On April 18, 2013, Plaintiff recorded the
16 Sheriff's Deed in Ventura County as instrument number 20130418-0071134-0. A copy of the
17 Sheriff's Deed is attached hereto as Exhibit "B."

18 21. Plaintiff is informed and believes and thereon alleges that, as a result of its
19 winning bid and the Sheriff's Deed, Plaintiff is sole owner of the entire fee interest in the
20 Ventura Property, and the sole owner of all other right, title and interest in and to the Ventura
21 Property. *See* California Code of Civil Procedure ("CCP") Section 701.680(a) (a sale of real
22 property under a Notice of Levy issued pursuant to Section 701.510, et seq. is absolute and may
23 not be set aside except under circumstances that Plaintiff is informed and believes and thereon
24 alleges are not present here); *see also*, CCP Section 701.630 (if a property is sold by execution
25 sale, the lien under which the property is sold and all subordinate liens are extinguished); and
26 *see*, CCP Section 701.640 (the purchaser at an execution sale acquires any interest of the
27 judgment debtor in the property sold that is held on the effective date of the lien under which the
28 property is sold or that acquired between the effective date and the sale date).

1 22. Plaintiff is informed and believes and thereon alleges that Defendants each assert
2 an interest in the Ventura Property adverse to Plaintiff's ownership, but that their alleged
3 interests are invalid and unenforceable. Plaintiff seeks to quiet title to the Ventura Property and
4 requests a Court order that Defendants' purported adverse interests are invalid, cancelled, void
5 and/or expunged.

6 **Gonzalez's Purported "2008 Deed"**

7 23. Plaintiff is informed and believes and thereon alleges that Gonzalez asserts a
8 interest in the Ventura Property arising from that certain purported Grant Deed, showing a date
9 on the first page of July 3, 2008, which alleged Grant Deed was first recorded years later on
10 November 13, 2012 ("2008 Deed"). A copy of the 2008 Deed is attached hereto as Exhibit "C."
11 The events leading up to Gonzalez recording this bogus deed are described below.

12 24. Plaintiff is informed and believes and thereon alleges that on July 3, 2008,
13 Gonzalez entered into a Joint Venture Agreement with Mansdorf and the Trust ("JV
14 Agreement"). Plaintiff is informed and believes and thereon alleges that under the terms of the
15 JV Agreement, Gonzalez agreed to assist Mansdorf with: (a) returning clear title to the Ventura
16 Property and Alta Property (which then were still held by the Giacomazza Parties) in the Trust's
17 name; and (b) developing and marketing the properties. Plaintiff is further informed and
18 believes and thereon alleges that the JV Agreement recited the consideration to be given to
19 Gonzalez if Gonzalez satisfied various conditions in the JV Agreement would be a 50%
20 undivided interest in certain real property (which may have included some of the Ventura
21 Property). More particularly, the JV Agreement:

- 22 • Stated the joint venture's business purpose was, in part, "to quiet title in
23 and to the PROPERTIES, through necessary legal action, in the name of
24 [Mansdorf], with the understanding that [Mansdorf] hereby irrevocably
25 agrees to immediately transfer to [Gonzalez] fifty (50%) percent of all
26 rights, title and interest in and to the PROPERTIES . . . ;"
- 27 • Included exhibits in the form of a grant deed (the "JV Form of Grant
28 Deed") that would be executed, notarized and delivered to Gonzalez to

1 effectuate the transfer to Gonzalez of an undivided one-half interest in
2 certain properties, but expressly stated the deeds would be delivered and
3 recorded only "following the completion of quieting the title to the
4 PROPERTIES."

- 5 • Provided that if Gonzalez ever satisfied the conditions for the transfer to
6 Gonzalez of a 50% undivided interest in the properties, then Mansdorf's
7 remaining 50% undivided interest in the properties would, following his
8 death, "vest in Henry Mansdorf's wife."

9 See JV Agreement, Sections 1.01(A) and 11.07. A copy of the JV Agreement is attached
10 hereto as Exhibit "D."

11 25. Plaintiff is informed and believes and thereon alleges that in or about July 2012,
12 Gonzalez replaced Mansdorf as Trustee of the Trust. Shortly thereafter, on August 27, 2012, Mr.
13 Mansdorf passed away.

14 26. Plaintiff is informed and believes and thereon alleges that Gonzalez never
15 satisfied the conditions in the JV Agreement that would have entitled Gonzalez to receive the
16 transfer of a 50% undivided interest in the properties, and that the JV Form of Grant Deed was
17 never delivered from Mansdorf or the Trust to Gonzalez.

18 27. Plaintiff is informed and believes and thereon alleges that on November 13, 2012,
19 in reaction to the JTA Writs, Gonzalez recorded the 2008 Deed. Plaintiff is further informed and
20 believes and thereon alleges that: (a) the 2008 Deed is not the same deed attached to the JV
21 Agreement; and (b) Gonzalez created the 2008 Deed by altering the JV Form of Deed with a
22 different attached legal description of the properties. *See* 2008 Deed (attached to this Complaint
23 as Exhibit "C," and compare to JV Form of Deed (attached as an exhibit ("D") to the JV
24 Agreement).

25 28. Plaintiff is informed and believes and thereon alleges that, on March 15, 2013, in
26 response to the Sheriff's notice of sale of the Ventura Property, Gonzalez filed a "Third Party
27 Claim" in the Los Angeles Superior Court action that entered the JTA Judgment. In his Third
28 Party Claim, Gonzalez asserted the Ventura Property could not be sold to satisfy the JTA

1 Judgment because Gonzalez - not Mansdorf or the Trust - was the sole owner of the entire fee
2 title to the Ventura Property. Gonzalez further claimed that: (a) pursuant to the 2008 Deed, the
3 Trust transferred the Ventura Property to Mansdorf and Gonzalez (each with a 50% undivided
4 interest); and (b) he held a right of survivorship under the 2008 Deed, so that when Mansdorf
5 died in August 2012, Mansdorf's interest automatically passed to Gonzalez by operation of law.

6 29. On March 27, 2013, JTA filed a Petition to Invalidate Gonzalez's Third Party
7 Claim ("Petition"). On April 15, 2013, the Court granted the Petition. Thereafter, on June 18,
8 2013, JTA served a notice of the Court's order, triggering Gonzalez's sixty day period to file a
9 notice of appeal. The appeal period during which Gonzalez could have filed a notice of appeal
10 expired on August 22, 2013. *See* Cal. Rule of Court 8.104(1)(B); CCP Section 1013(a). Plaintiff
11 is informed and believes and thereon alleges that Gonzalez never filed a notice of appeal and his
12 appeal rights have therefore expired.

13 30. Plaintiff is informed and believes and thereon alleges that, for the following
14 reasons the 2008 Deed is not a valid instrument and should be cancelled and expunged from the
15 public records, and that Gonzalez should be declared to have no right, title or interest in the
16 Ventura Property:

17 (a) The execution by Mansdorf of the JV Agreement was the result of undue
18 influence exerted by Gonzalez on Mansdorf. At the time the JV Agreement was purportedly
19 executed, Mansdorf was 87 years old and had already been swindled by the Giacomazza Parties.
20 In the Giacomazza Action, the Court found that: (i) the transfer of the Ventura Property and Alta
21 Property to the Giacomazza Parties was the result of undue influence exerted on Mansdorf; and
22 (ii) Giacomazza, in a scenario eerily similar to the present case, had done "relatively little" and
23 offered little evidence of "expertise, skill, or background" to support his claim that Mansdorf's
24 deceased brother Lee agreed to give Giacomazza half of the Ventura Property and Alta Property
25 in exchange for services. *See* Statement of Decision, paras. 13 and 17 (attached to this
26 Complaint as Exhibit "A"). Moreover, on information and belief when Mansdorf died in August
27 2012, his cause of death was stated to be "Dementia."

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1 (b) Even if the JV Agreement was valid, the execution of the 2008 Deed (even
2 though it was not then delivered) by Mansdorf was the result of undue influence exerted by
3 Gonzalez on Mansdorf.

4 (c) Even if the JV Agreement was valid, the 2008 Deed (and/or the JV Form
5 of Deed) did not transfer title because neither instrument was "delivered." Civil Code Section
6 1054; CCP Section 1933. The JV Agreement made clear that Gonzalez was not entitled to
7 record a grant deed that would convey a 50% interest to Gonzalez unless and until he
8 successfully quieted title to the Ventura Property. See Section 11.07 of the JV Agreement. That
9 event never occurred, as the Ventura Property was and remains encumbered by a number of
10 adverse claims, liens and interests, including some of the adverse claims described in this
11 Complaint. Furthermore, the JV Form of Deed and 2008 Deed did not effectuate Mansdorf's
12 expressed intent that his ownership interest in the properties vest to his wife. See JV Agreement,
13 Section 1.01(A).

14 (d) Gonzalez altered the JV Form of Deed and converted it into a different
15 document that Gonzalez then recorded against the Ventura Property in the form of the 2008
16 Deed. See Paragraph 27 above. A material alteration to a deed by a party to the instrument
17 renders the deed void. See *Lee v. Lee* (2009) 175 Cal.App.4th 1553, 1557.

18 (e) Gonzalez is judicially estopped from claiming he owns an interest in the
19 Ventura Property. In 2012, Gonzalez in his purported capacity as Trustee of the Trust, was the
20 plaintiff in a civil action styled, *Mansdorf, et al. v. Moriarty, et al.* (USDC for the Central
21 District of California, Case No. CV 12-01339 DDP) ("Federal Action"). Plaintiff is informed
22 and believes and thereon alleges that in the Federal Action Gonzalez filed one or more pleadings
23 in which he represented to the Court that the Trust - not Gonzalez and not the Mansdorf estate -
24 owned the Ventura Property.

25 (f) Gonzalez is collaterally estopped from claiming ownership in the Ventura
26 Property. On April 15, 2013, the Court granted JTA's Petition to Invalidate Gonzalez's Third
27 Party Claim. A court's ruling on a third party claim is res judicata. Subject to a right to appeal,
28 the Court's ruling is conclusive between the parties to the proceeding. CCP Section 720.390; see

1 *Lyons v. Security Pac. Nat'l Bank* (1995) 40 Cal.App.4th 1001, 1016; see also, *Commercial*
2 *Credit Plan, Inc. v. Gomez* (1969) 276 Cal.App.2d Supp. 831, 834. Gonzalez did not appeal the
3 court's ruling, and the question of fact is now settled that the 2008 Deed has no legal force or
4 effect.

5 **McClanahan's Adverse Claims**

6 31. Plaintiff is informed and believes and thereon alleges that on January 23, 2008,
7 McClanahan obtained a \$12 million default judgment against Mansdorf and his wife, Mildred
8 Mansdorf ("McClanahan Judgment").

9 32. Plaintiff is informed and believes and thereon alleges that on April 23, 2008,
10 McClanahan filed a separate civil action against the Mansdorfs and the Giacomazza Parties in
11 which she alleged defendants had improperly transferred title to various properties to avoid
12 paying the McClanahan Judgment ("McClanahan Action"). Plaintiff is further informed and
13 believes and thereon alleges that on April 23, 2008, with respect to the McClanahan Action (and
14 no other claims by McClanahan), McClanahan filed a Lis Pendens and recorded a Notice of
15 Pendency of Action (collectively, "Lis Pendens") against various properties, including the
16 Ventura Property.

17 33. Plaintiff is informed and believes thereon alleges that McClanahan never obtained
18 a judgment in the McClanahan Action and, on August 15, 2011, she dismissed the entire action.
19 A copy of the dismissal is attached hereto as Exhibit "E."

20 34. Plaintiff is informed and believes and thereon alleges that on October 31, 2012,
21 the Alta Property was sold by Sheriff's sale to Alta Standard One LLC for \$4.5 million, with the
22 net proceeds paid to McClanahan on the McClanahan Judgment.

23 35. On July 24, 2013, McClanahan served a Notice of Levy requesting the Ventura
24 County Sheriff to auction the Ventura Property ("Notice of Levy"). A copy of the Notice of
25 Levy is attached hereto as Exhibit "F." Plaintiff is informed and believes that at no earlier time
26 did McClanahan seek to levy the Ventura Property.

27 36. Plaintiff is informed and believes and thereon alleges that the Lis Pendens is
28 invalid and should be ordered expunged because McClanahan dismissed the McClanahan

1 Action. CCP Section 405.32 (a lis pendens must be ordered expunged if the party who recorded
2 the lis pendens can no longer establish the probable validity of the real property claim).

3 37. Plaintiff is informed and believes and thereon alleges that the Notice of Levy is
4 also invalid. At the time McClanahan attempted to levy the Ventura Property on July 24, 2013,
5 her judgment debtors (Mr. and Mrs. Mansdorf) had no interest in the Ventura Property. Nor did
6 her judgment debtors thereafter acquire any ownership interest in the Ventura Property. Rather,
7 on April 18, 2013, Plaintiff became the sole owner of the entire fee title to and all other right,
8 title and interest in the Ventura Property. A judgment creditor who attempts to levy against the
9 property of a judgment debtor in satisfaction of a debt obtains a lien only upon the judgment
10 debtor's interest. Where no interest is shown, the attaching creditor gets nothing. *In re Marriage*
11 *of Finnell* (1986) 182 Cal.App.3d 52, 56. Furthermore, McClanahan did not file an execution
12 lien on the Ventura Property prior to April 18, 2013. To create an execution lien on a specific
13 real property, a judgment creditor must levy on property under a writ of execution. CCP Section
14 697.710. No lien is created until all acts necessary to levy on the property are completed.
15 *Grover v. Bay View Bank* (2001) 87 Cal.App.4th 452, 459. McClanahan's only attempt to levy
16 the Ventura Property occurred after Plaintiff became owner, and by then her judgment debtors'
17 interest in the property was extinguished.

18 **BMI's Adverse Interest**

19 38. Plaintiff is informed and believes and thereon alleges that BMI asserts an adverse
20 interest to Plaintiff's ownership of the Ventura Property in form of a purported option to
21 purchase, a memorandum of which was recorded on December 7, 1982 with the Ventura County
22 Recorder as instrument number 82-11454 ("BMI Option").

23 39. Plaintiff is informed and believes and thereon alleges that the BMI Option is
24 invalid and should be cleared from title on grounds that: (a) the BMI Option expired and/or can
25 no longer be exercised; and (b) BMI is no longer in good standing with the California Secretary
26 of State and therefore unable to enforce its contractual rights even if the BMI Option remained
27 valid and exercisable.

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1 **The “Chevy Chase Deed”**

2 40. Plaintiff is informed and believes and thereon alleges that Capital asserts an
3 adverse interest to Plaintiff’s ownership of the Ventura Property in form of a deed of trust to
4 secure a purported loan of \$2.52 million made by Chevy Chase to one of the Giacomazza Parties,
5 Kathryn Gatto (“Gatto”). Plaintiff is further informed and believes and thereon alleges that
6 Chevy Chase recorded its deed with the Ventura County Recorder, instrument number 06-
7 1902032 (“Chevy Chase Deed”).

8 41. Plaintiff is informed and believes and thereon alleges that the Chevy Chase Deed
9 is invalid and should be cancelled on grounds that the borrower, Gatto, never had a legitimate or
10 bona fide ownership interest in the Ventura Property and lacked authority or any right to pledge
11 the Ventura Property as collateral.

12 42. Plaintiff is informed and believes and thereon alleges that if and to the extent that
13 Gatto had any legally cognizeable interest in the Ventura Property, such interest was terminated
14 by the Court in its August 3, 2009 court order against all of the Giacomazza Parties.
15 Accordingly, any deed of trust that may have been recorded against a purported real property
16 interest of Gatto must fail when the underlying title was terminated by the court. *Cox v. Klatte*
17 (1938) 29 Cal.App.2d 150, 160.

18 **The “MHR Deed”**

19 43. Plaintiff is informed and believes and thereon alleges that one or more of the
20 Giacomazza Parties, namely MHR#1, MHR#2 and/or MHR Inc., assert(s) an adverse interest to
21 Plaintiff’s ownership of the Ventura Property in form of a deed of trust recorded with the
22 Ventura County Recorder as instrument no. 07-79439 (“MHR Deed”).

23 44. Plaintiff is informed and believes and thereon alleges that the MHR Deed is
24 invalid and should be cancelled on grounds that: (a) the instrument was procured as part of the
25 fraudulent scheme by the Giacomazza Parties; (b) on August 3, 2009, the Court in the
26 Giacomazza Action ruled that the Giacomazza Parties have no right title and interest in the
27 Ventura Property; and (c) both MHR#1’s corporate status and MHR#2’s corporate status were
28

1 revoked by the Nevada Secretary of State, leaving those entities unable to directly or through the
2 fictitious MHR Inc., enforce any rights under the MHR Deed.

3 **The County's Support Judgment Against Gonzalez**

4 45. Plaintiff is informed and believes and thereon alleges that the County asserts an
5 adverse interest to Plaintiff's ownership of the Ventura Property in form of a judgment for child,
6 family or spousal support against Gonzalez, a certified copy of which was purportedly recorded
7 on March 26, 2004 with the Ventura County Recorder as instrument number 20040326-0078564
8 ("Support Judgment").

9 46. Plaintiff is informed and believes and thereon alleges that the Support Judgment is
10 not a valid encumbrance against the Ventura Property because Gonzalez has never held any
11 right, title or interest in the Ventura Property.

12 **The Lushing Deed**

13 47. Plaintiff is informed and believes and thereon alleges that Lushing asserts an
14 adverse interest to Plaintiff's ownership of the Ventura Property in form of a deed of trust to
15 secure \$5,000 borrowed by John R. Vergona ("Vergona"), recorded with the Ventura County
16 Recorder in Book 3589 at Page 362 ("Lushing Deed").

17 48. Plaintiff is informed and believes and thereon alleges that the Lushing Deed is
18 invalid and should be cancelled on grounds that: (a) Vergona never owned an interest in the
19 Ventura Property and lacked authority or a right to pledge the property as collateral; (b) Vergona
20 fully repaid the debt identified by the Lushing Deed; and/or (c) the Lushing Deed was recorded
21 against the Ventura Property by mistake or in error.

22 **FIRST CAUSE OF ACTION**

23 **(For Quiet Title Against All Defendants)**

24 49. Plaintiff realleges and incorporates herein by this reference Paragraphs 1 through
25 48, above.

26 50. Plaintiff is the sole owner of all right, title and interest in and to the Ventura
27 Property.

28 ///

51. As described hereinabove, Plaintiff is informed and believes and thereon alleges that each of the Defendants asserts a claim or interest in the Ventura Property that is adverse to Plaintiff's ownership.

52. Defendants' claims and interests are invalid and unenforceable, and Defendants have no right, title, or interest whatsoever in the Ventura Property or any part thereof. Plaintiff therefore requests and is entitled to quiet title in the Ventura Property solely in its name, free and clear of any claim, lien or other interest asserted by Defendants, or any of them.

53. Plaintiff seeks to quiet title as of the date this Complaint is filed with the Court.

SECOND CAUSE OF ACTION

(For Declaratory Relief Against All Defendants)

54. Plaintiff realleges and incorporates herein by this reference Paragraphs 1 through 48, above.

55. An actual controversy has arisen and now exists between Plaintiff and Defendants, and each of them, concerning their respective rights and interests in the Ventura Property. Plaintiff alleges that it owns the Ventura Property free and clear of any liens, express or implied, or other interest of Defendants as described herein. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, allege that their respective interests in the Ventura Property as described above are valid and enforceable.

56. Plaintiff seeks a judicial determination that Defendants do not have any right, title or interest in the Ventura Property and Defendants' purported interests in and/or claims or liens against the Ventura Property are invalid and unenforceable. Plaintiff seeks this determination so that it may ascertain its rights to encumber, sell, lease, or otherwise dispose of the Property free and clear of the efforts by Defendants to assert and interest in or impose a lien against the property.

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THIRD CAUSE OF ACTION

(Cancellation of Instrument(s) – Against Gonzalez,

McClanahan, MHR, Capital, Lushing, and Does 10-30)

57. Plaintiff realleges and incorporates herein by this reference Paragraphs 1 through 48, above.

58. As described hereinabove, the 2008 Deed, McClanahan Lis Pendens, MHR Deed, Chevy Chase Deed, and Lushing Deed are invalid and unenforceable. If any of these wrongfully recorded deeds are left outstanding, Plaintiff will continue to suffer loss and damage by virtue of these purported but invalid encumbrances.

59. Plaintiff, therefore, requests and is entitled to an judicial order cancelling the 2008 Deed, McClanahan Lis Pendens, MHR Deed, Chevy Chase Deed, and Lushing Deed, and each of them.

FOURTH CAUSE OF ACTION

(For Injunctive Relief Against McClanahan and Does 20-40)

60. Plaintiff realleges and incorporates herein by this reference Paragraphs 1 through 48, above.

61. As alleged hereinabove, Plaintiff is informed and believes that on July 24, 2013, McClanahan filed and served the Notice of Levy requesting that the Ventura County Sheriff auction the Ventura Property and pay the proceeds toward satisfying the McClanahan Judgment.

62. As alleged hereinabove, McClanahan's Notice of Levy is invalid as her judgment debtors have no interest in the Ventura Property.

63. Plaintiff, therefore, is entitled to a Court order enjoining any sale of the Ventura Property pursuant to the Notice of Levy, and further restraining McClanahan from seeking to execute any portion of the McClanahan Judgment against Plaintiff or the Ventura Property. Plaintiff has no adequate remedy at law for the harm currently being suffered and threatened to be suffered, in that a sale under the Notice of Levy will deprive Plaintiff of its quiet use, enjoyment and ownership of the Ventura Property.

///

1 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

2
3 **AS TO THE FIRST CAUSE OF ACTION**

- 4 1. For a judgment that Plaintiff is the owner in fee simple of the Ventura Property
5 and that Defendants, and each of them, have no estate, title, right, lien or interest
6 in the Ventura Property or any part of the Ventura Property adverse to Plaintiff;
7 2. Costs of the suit incurred herein;
8 3. Such other and further relief as the Court deems just and proper.
9

10 **AS TO THE SECOND CAUSE OF ACTION**

- 11 1. A declaration that:
12 a. Plaintiff is the true and rightful owner in fee simple of the Subject
13 Property;
14 b. Plaintiff is entitled to exclusive ownership and possession of the Ventura
15 Property;
16 c. Defendants, and each of them, and all persons claiming under them, have
17 no estate, title, right, lien or interest in the Ventura Property or any part of
18 thereof, and that any and all instrument on which Defendants assert an
19 interest adverse to Plaintiff is hereby cancelled and/or expunged;
20 2. Costs of the suit incurred herein; and
21 3. Such other and further relief as the Court deems just and proper.
22

23 **AS TO THE THIRD CAUSE OF ACTION**

- 24 1. For an order cancelling the 2008 Deed, McClanahan Lis Pendens, MHR Deed,
25 Chevy Chase Deed, and Lushing Deed;
26 2. Costs of the suit incurred herein; and
27 3. Such other and further relief as the Court deems just and proper.
28

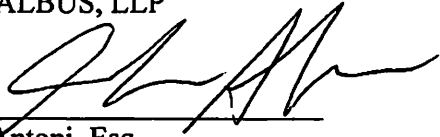
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1 **AS TO THE FOURTH CAUSE OF ACTION**

- 2 1. A Preliminary and Permanent Injunction precluding a sale of the Ventura
3 Property or any other collection efforts against the Ventura Property or Plaintiff
4 pursuant or related to the McClanahan Judgment or the Notice of Levy;
5 2. Costs of the suit incurred herein;
6 3. Such other and further relief as the Court deems just and proper.
7

8
9 DATED: November 15, 2013

ANTONI ALBUS, LLP

10
11 By: 

12 John Antoni, Esq.
13 Attorneys for Plaintiff County Line Holdings
14 LLC
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VERIFICATION

I, Howard Weinberg, am the manager of County Line Holdings LLC, the Plaintiff in this action. I have read the foregoing Complaint and know its contents. The matters stated in the answer are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

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

Executed on November 14, 2013, at Palos Verdes, California.

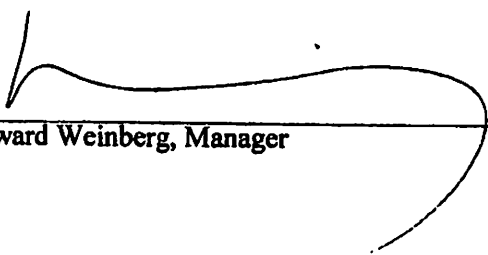

Howard Weinberg, Manager

Exhibit B

RECORDED AT REQUEST OF:
MAIL TAX STATEMENTS TO:
After recording

Return to:

Howard Weinberg
2550 VIA TESON #2B
PALOS VERDES EST., CA
90274



20130418-00071134-0 1/11

Ventura County Clerk and Recorder

MARK A. LUNN

04/18/2013 02:31:23 PM

708845 \$605.00 CE

DOCUMENTARY TRANSFER TAX \$

550.00

(X) Computed on full value of property conveyed, or
() Computed on full value less liens & encumbrances
remaining thereon at time of sale

Howard Weinberg
Signature of declarant/agent determining tax form name

SHERIFF'S DEED

COUNTY OF VENTURA, STATE OF CALIFORNIA

TO

COUNTY LINE HOLDINGS LLC

ATTORNEY (Name and Address): Christopher Barnes Mancini & Associates 16303 Ventura Blvd Suite 600 Sherman Oaks, CA 91403		TELEPHONE NO.: (818) 783-6767	LEVYING OFFICER (Name and Address): Ventura County Sheriff's Office Sheriff's Civil Detail 800 South Victoria Avenue Room 101 Ventura, CA 93009
ATTORNEY FOR: John C Torjesen and Associates PC NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Los Angeles Superior Court 111 No Hill Street Los Angeles, CA 90012 Hill Street		Ref #:	(805) 654-2391 Fax: (805) 645-1342 California Relay Service Number (800) 735-2929 TDD or 711
PLAINTIFF: John C Torjesen DEPENDANT: Harry Mansdorf et al		COURT CASE NO.: BC425880	
Sheriff's Deed County of Ventura, State of California Under Writ of Execution		LEVYING OFFICER FILE NO.: 2012006251	

Date of Entry of Judgment: 1/31/2012

Subsequent Renewal Date(s):

Judgment Creditor(s): John C Torjesen and Associates PC, C/O Christopher Barnes, Mancini & Associates, Sherman Oaks, CA 91403

Judgment Debtor(s): Harry Mansdorf, Mansdorf Family Trust,

GRANTOR: Geoff Dean, Sheriff, County of Ventura, State of California, hereinafter referred to as "Sheriff".

GRANTEE(S): County Line Holdings LLC a Delaware Limited Liability Company
2550 Via Tejon, Suite 2B
Palos Verdes Estates, CA 90274, hereinafter referred to as Grantee(s).

Whereas, a Writ of Execution was directed and delivered to the Sheriff, together with written instructions by the Judgment Creditor and his/her attorney to levy upon and sell the referenced Judgment Debtor's right, title, and interest in the real property herein described; the real property was levied upon by the Sheriff pursuant to 700.015 CCP on 10/11/2012.

After waiting the mandatory time prescribed by law, I advertised the herein described real property for sale. On 4/18/2013 10:00:00 AM, I sold said real property to the highest bidder, County Line Holdings LLC a Delaware Limited Liability Company, who paid \$500,000.00. This sale was conducted according to the California Code of Civil Procedure and the California Commercial Code (Rules of Auction).

I, THE SHERIFF, by virtue of said Writ, and in pursuance of the Code of Civil Procedure, do grant, sell, convey unto the purchaser(s), herein named and identified as Grantee(s), all right, title and interest of the herein named judgment debtor in the real property described in this deed.

SHORT TITLE	CASE NUMBER
John C Torjesen vs. Harry Mansdorf et al	BC425880

Description of REAL PROPERTY for which this deed is issued:

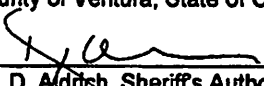
Physical Address: See Attached, ,

Legal Description: Attached

Assessor's Parcel Number(s): See legal description

IN WITNESS WHEREOF, I have hereunto set my hand this: 04/18/2013

Geoff Dean, Sheriff
County of Ventura, State of California

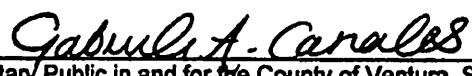

D. Aldrich, Sheriff's Authorized Agent

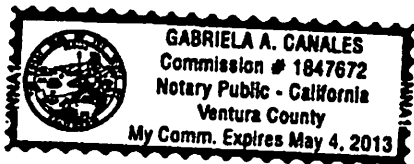
State of California
County of Ventura

On April 18, 2013 before me Gabriela A. Canales, notary public, personally appeared D. Aldrich who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public in and for the County of Ventura, State of California



ATTACHMENT "A"

LEGAL DESCRIPTION OF REAL PROPERTY TO BE LEVIED

The property to be levied is commonly known as: Malibu Properties near Deer Creek Road and Pacific Coast Highway, in the County of Ventura, State of California, comprising some 1,291 acres, and having the following APNs:

7000-050-215; 7000-070-415; 7000-070-435; 7000-050-205;
7000-050-245; 7000-050-375; 7000-050-385; 7000-050-140;
7000-010-240; 7000-050-400; 7000-010-530; 7000-050-410;
7000-010-540; 7000-050-120; 7000-050-355; 7000-050-085;
7000-050-195; 7000-050-365; 7000-050-095; 7000-050-185;
7000-050-325; 7000-050-345; 7000-050-315; 7000-050-335;
7000-070-445; 7000-070-425; 7000-010-115; 7000-010-100;
7000-050-390 aka 7000-050-395; 7000-010-520;
7000-010-050 aka 7000-010-055; 7000-010-490;
7000-050-055; 7000-010-040

PARCEL 1:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM 1/2 OF ALL OIL, GAS AND MINERALS THAT SHALL EVER BE DEVELOPED UPON SAID LAND, AS RESERVED BY LARRY PRINGLE, AS EXECUTOR OF THE ESTATE OF CLAIR B. BRUNSON, DECEASED, IN THE DEED RECORDED MARCH 04, 1958, IN BOOK 1595, PAGE 253, OFFICIAL RECORDS.

PARCEL 2:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED NOVEMBER 12, 1981, AS INSTRUMENT NO. 81-107980, OFFICIAL RECORDS.

PARCEL 3:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM 1/2 OF ALL OIL, GAS AND MINERALS THAT SHALL EVER BE DEVELOPED UPON SAID LAND, AS RESERVED BY LARRY PRINGLE, AS EXECUTOR OF THE ESTATE OF CLAIR B. BRUNSON, DECEASED, IN THE DEED RECORDED MARCH 04, 1958, IN BOOK 1595, PAGE 253, OFFICIAL RECORDS, AND RE RECORDED IN BOOK 5164, PAGE 294, OFFICIAL RECORDS.

PARCEL 4:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED BY PHILLIP FULTON, A MARRIED MAN, IN DEED RECORDED MAY 05, 1965, IN BOOK 2781, PAGE 569, OFFICIAL RECORDS.

PARCEL 5:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED BY MARGARET MCEWEN, A MARRIED WOMAN, IN DEED RECORDED SEPTEMBER 16, 1965, IN BOOK 2862, PAGE 473, OFFICIAL RECORDS.

PARCEL 6:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF

SURFACE ENTRY, AS PROVIDED IN DEED RECORDED FEBRUARY 01, 1976, IN BOOK 4541, PAGE 240, OFFICIAL RECORDS.

PARCEL 7:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED $\frac{1}{2}$ INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED NOVEMBER 12, 1981, AS INSTRUMENT NO. 81-107980, OFFICIAL RECORDS.

PARCEL 8:

LOTS 1, 2, 3, 4 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20; LOTS 1, 2, 3, 4, 5 AND THE EAST HALF OF THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; AND LOT 1 OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

EXCEPTING ANY PORTION OF THE LAND BELOW THE LINE OF ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

EXCEPT THEREFROM AN UNDIVIDED $\frac{1}{2}$ INTEREST IN ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY DEED RECORDED FEBRUARY 10, 1964, IN BOOK 2477, PAGE 468, OFFICIAL RECORDS.

PARCEL 9:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM $\frac{1}{2}$ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED MAY 11, 1960, IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

PARCEL 10:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE

DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED MAY 11, 1960, IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

PARCEL 11:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED MAY 11, 1960, IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

PARCEL 12:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED MAY 11, 1960, IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

PARCEL 13:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

PARCEL 14:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM ½ OF ALL OIL, GAS, MINERAL RIGHTS AND ALL RIGHTS NECESSARY FOR THE DEVELOPMENT OF SAME, AS EXCEPTED BY NELLE A. HOLMES, FORMERLY NELLE A. COLLINS, IN DEED RECORDED IN BOOK 1866, PAGE 303, OFFICIAL RECORDS.

PARCEL 15:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED RECORDED MARCH 24, 1965, IN BOOK 2756, PAGE 358, OFFICIAL RECORDS.

PARCEL 16:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM A 30 FEET WIDE STRIP OF LAND FOR ROADWAY PURPOSES, ACROSS PORTIONS OF SECTIONS 17 AND 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, DISTANT THEREON NORTH 1° 29' 22" WEST, A DISTANCE OF 72.95 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH 61° 18' EAST 207.75 FEET; THENCE SOUTH 53° 22' EAST 70.97 FEET; THENCE SOUTH 30° 55' EAST 65.97 FEET; THENCE SOUTH 58° 40' EAST 152.90 FEET; THENCE NORTH 89° 32' EAST 127.64 FEET; THENCE SOUTH 62° 42' EAST 102.70 FEET; THENCE SOUTH 80° 41' EAST 152.90 FEET; THENCE NORTH 61° 59' EAST 205.65 FEET; THENCE NORTH 48° 43' EAST 83.82 FEET; THENCE NORTH 25° 03' EAST 96.14 FEET; THENCE SOUTH 69° 47' EAST 49.20 FEET; THENCE SOUTH 43° 18' EAST 120.85 FEET; THENCE SOUTH 18° 56' EAST 124.55 FEET; THENCE SOUTH 33° 24' EAST TO THE WEST LINE OF THE WEST HALF, NORTH EAST QUARTER, NORTHWEST QUARTER.

ALSO EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED IN BOOK 4916, PAGE 86, OFFICIAL RECORDS.

PARCEL 17:

LOT 4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPTING THEREFROM ALL LAND LYING NORTH OF THE CENTERLINE OF THE PACIFIC COAST HIGHWAY.

ALSO EXCEPTING ANY PORTION OF THE LAND BELOW THE LINE OF ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

ALSO EXCEPT THEREFROM AN UNDIVIDED ½ INTEREST IN ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT TO DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF SAID LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFT UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY DEED RECORDED FEBRUARY 10, 1964, IN BOOK 2477, PAGE 468, OFFICIAL RECORDS.

PARCEL 18:

LOT 4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE.

EXCEPTING THEREFROM ALL LAND LYING SOUTH OF THE CENTERLINE OF THE PACIFIC COAST HIGHWAY.

ALSO EXCEPTING ANY PORTION OF THE LAND BELOW THE LINE OF ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

ALSO EXCEPT THEREFROM AN UNDIVIDED $\frac{1}{2}$ INTEREST IN ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER SAID LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFORE AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN SAID LAND, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO THROUGH OR ACROSS THE SUBSURFACE OF SAID LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFT UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF SAID LAND OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY DEED RECORDED FEBRUARY 10, 1964, IN BOOK 2477, PAGE 468, OFFICIAL RECORDS.

PARCEL 19:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE DISTRICT LAND OFFICE.

PARCEL 20:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM A 30 FEET WIDE STRIP OF LAND FOR ROADWAY PURPOSES, ACROSS PORTIONS OF SECTIONS 17 AND 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, DISTANT THEREON NORTH $1^{\circ} 29' 22''$ WEST, A DISTANCE OF 72.95 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE NORTH $61^{\circ} 18'$ EAST 207.75 FEET; THENCE SOUTH $53^{\circ} 22'$ EAST 70.97 FEET; THENCE SOUTH $30^{\circ} 55'$ EAST 65.97 FEET; THENCE SOUTH $58^{\circ} 40'$ EAST 152.90 FEET; THENCE NORTH $89^{\circ} 32'$ EAST 127.64 FEET; THENCE SOUTH $62^{\circ} 42'$ EAST 102.70 FEET; THENCE SOUTH $80^{\circ} 41'$ EAST 152.90 FEET; THENCE NORTH $61^{\circ} 59'$ EAST 205.65 FEET; THENCE NORTH $48^{\circ} 43'$ EAST 83.82 FEET; THENCE NORTH $25^{\circ} 03'$ EAST 96.14 FEET; THENCE SOUTH $69^{\circ} 47'$ EAST 49.20 FEET; THENCE SOUTH $43^{\circ} 18'$ EAST 120.85 FEET; THENCE SOUTH $18^{\circ} 56'$ EAST 124.55 FEET; THENCE SOUTH $33^{\circ} 24'$ EAST TO THE WEST LINE OF THE WEST HALF, NORTHEAST QUARTER, NORTHWEST QUARTER.

ALSO EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES AS RESERVED IN DEED RECORDED IN BOOK 4916, PAGE 86, OFFICIAL RECORDS.

PARCEL 21:

THE EAST $\frac{1}{2}$ OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, FILED IN THE

DISTRICT LAND OFFICE.

PARCEL 22:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 23:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT AN UNDIVIDED $\frac{1}{2}$ INTEREST IN AND TO ALL CRUDE OIL, PETROLEUM, GAS, BREA, ASPHALTUM AND ALL KINDRED SUBSTANCES AND OTHER MINERALS LYING BELOW A DEPTH OF 500 FEET OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY TO EXTRACT THE SAME, AS RESERVED BY PAUL D. FULTON, IN DEED RECORDED MARCH 29, 1965, IN BOOK 2759, PAGE 129, OFFICIAL RECORDS.

ALSO EXCEPT AN UNDIVIDED 25% OF ALL AND MINERAL RIGHTS BELOW A DEPTH OF 500 FEET AND WITHOUT RIGHT OF SURFACE ENTRY, AS RESERVED BY DEER ENTERPRISES, A GENERAL PARTNERSHIP, IN DEED RECORDED MAY 01, 1981, AS INSTRUMENT NO. 81-39902, OFFICIAL RECORDS.

PARCEL 24A:

LOTS 1, 2, 3 AND 4 AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED APRIL 10, 1900, IN THE DISTRICT LAND OFFICE.

EXCEPT THE INTEREST IN A STRIP OR PARCEL OF LAND 60 FEET WIDE, CONVEYED TO VENTURA COUNTY BY DEED RECORDED MARCH 08, 1933, IN BOOK 393, PAGE 59, OFFICIAL RECORDS, AS A PUBLIC ROAD OR HIGHWAY.

PARCEL 24B:

LOT 5 OF SECTION 17 TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 19, 1900.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN; THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 650 FEET; THENCE AT RIGHT ANGLES TO THE FIRST LINE IN AN EASTERLY DIRECTION 200 FEET; THENCE PARALLEL WITH THE FIRST LINE OF THIS DESCRIPTION IN A SOUTHERLY DIRECTION 650 FEET; THENCE IN A WESTERLY DIRECTION 200 FEET TO THE POINT OF BEGINNING.

PARCEL 25:

THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 26:

THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 20 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 700-0-070-435 and 700-0-050-205 and 700-0-050-120 and 700-0-050-355 and 700-0-050-245 and 700-0-050-085 and 700-0-050-375 and 700-0-050-385 and 700-0-050-195 and 700-0-050-365 and 700-0-050-140 and 700-0-010-240 and 700-0-050-095 and 700-0-050-185 and 700-0-050-325 and 700-0-050-345 and 700-0-050-315 and 700-0-050-335 and 700-0-070-445 and 700-0-070-425 and 700-0-010-115 and 700-0-010-100 and 700-0-070-415 and 700-0-050-390 and 700-0-050-400 and 700-0-010-530 and 700-0-050-410 and 700-0-010-540 and 700-0-010-520 and 700-0-010-050 and 700-0-010-490 and 700-0-050-055 and 700-0-010-040 and 700-0-050-215