

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

COUNTY LINE HOLDINGS LLC, A)	
DELAWARE LIMITED LIABILITY)	
COMPANY,)	
)	
PLAINTIFF,)	CASE NO.
)	56-2013-00444799-
VS.)	CU-OR-VTA
)	
JAIME DE JESUS GONZALEZ, AN)	VOLUME II
INDIVIDUAL; JANICE M.)	(PAGES 239 - 367)
MCCLANAHAN, AN INDIVIDUAL;)	
BEAU-MAISON, INC., A)	
CALIFORNIA CORPORATION;)	
)	
--CAPTION CONTINUED ON NEXT PAGE--		

DEPOSITION OF JAIME DE JESUS GONZALEZ

THURSDAY, MARCH 5, 2015

FILE NO.: 50525

REPORTED BY YVETTE LOPEZ, CSR 13966



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--CAPTION CONTINUED FROM PREVIOUS PAGE --

MALIBU HILLS RANCH, A NEVADA
CORPORATION; MALIBU HILLS
RANCH CORP, A NEVADA
CORPORATION; MALIBU HILLS
RANCH INC., A CORPORATION OF
UNKNOWN ORIGIN AND/OR
FICTITIOUS BUSINESS ENTITY;
COUNTY OF ORANGE
(CALIFORNIA); CAPITAL ONE
N.A., A NATIONAL BANKING
ASSOCIATION; GERALD H.
LUSHING, AN INDIVIDUAL;
RONALD S. LUSHING, AN
INDIVIDUAL; AND DOES 1-100,
INCLUSIVE.

DEFENDANTS.

JAIME DEJESUS GONAZALEZ, AS
TRUSTEE OF THE MANSDORF
FAMILY TRUST

INTERVENOR

1 DEPOSITION OF JAIME DE JESUS GONZALEZ, TAKEN ON BEHALF
2 OF THE PLAINTIFF, AT 10:10 A.M., THURSDAY,
3 MARCH 5, 2015, AT 11400 WEST OLYMPIC BOULEVARD, SUITE
4 140, LOS ANGELES, CALIFORNIA, BEFORE YVETTE LOPEZ, CSR
5 NUMBER 13966.

6
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I N D E X

DEPONENT	EXAMINED BY	PAGE
JAIME DE JESUS GONZALEZ		
	MR. ANTONI	244
	MR. CACCIATORE	346

E X H I B I T S

NO.	PAGE	DESCRIPTION
39	245	POWERFLEX CORPORATION AGREEMENT 10/28/2005
40	259	MANSDORF VACANT LAND PURCHASE/SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS 5/08/2006
41	271	HANDWRITTEN NOTES 9/29/2009
42	272	E-MAIL FROM MR. GONZALEZ TO MR. FLATTERY 10/12/2009
43	282	AMENDMENT 2 CORRECTIONS TO JOINT VENTURE AGREEMENT BETWEEN THE MANSDORF FAMILY TRUST AND JAIME DE JESUS GONZALEZ 10/27/2009
44	285	E-MAIL FROM MR. GONZALEZ TO MR. FLATTERY 10/27/2009
45	293	E-MAIL FROM MR. GONZALEZ TO MR. FLATTERY AND OTHER RECIPIENTS 11/04/2009

1	46	296	LETTER FROM MR. FLATTERY TO
2			MR. MANSDORF 11/05/2009
3	47	304	AMENDMENT TO THE MANSDORF FAMILY
4			REVOCABLE TRUST 10/21/2010
5	48	315	NOTICE OF REVOCATION OF TRUST
6			4/27/2011
7	49	318	EMAIL FROM KRISTIN MACDONALD TO MR.
8			GONZALEZ 6/11/2011
9	50	319	SCHEDULES A AND B 03/22/2011
10	51	321	AMENDMENT TO JOINT VENTURE
11			AGREEMENT 3/8/2011
12	52	323	MEMO FROM MR. GONZALEZ & HARRY
13			MANSDORF TO DAVID BROWN 3/22/2011
14	53	330	DURABLE POWER OF ATTORNEY 3/22/2011
15	54	337	LETTER FROM THE VENTURA COUNTY
16			TREASURER TAX COLLECTOR TO COUNTY LINE
17			HOLDINGS, LLC 5/17/2013
18	55	340	BROWN AND STREZA FILES
19			
20			INFORMATION REQUESTED:
21			(NONE)
22			
23			QUESTIONS INSTRUCTED BY COUNSEL NOT TO ANSWER
24			(NONE)
25			

1 LOS ANGELES, CALIFORNIA;

2 THURSDAY, MARCH 5, 2015, 10:10 A.M.

3
4 JAIME DE JESUS GONZALEZ,

5 HAVING BEEN FIRST DULY SWORN BY THE REPORTER,

6 WAS EXAMINED AND TESTIFIED AS FOLLOWS:

7
8
9 THE WITNESS: No camera today? I actually got
10 some sleep thinking I was going to be on camera, and
11 there's no camera today.

12 MR. ANTONI: You know what --

13 MR. DEARING: I'll tell you if all of a sudden
14 a camera appears.

15 MR. ANTONI: -- you were so charming during the
16 first session that we decided not to do the cameras.

17 THE WITNESS: Oh, man. Okay.

18
19 EXAMINATION

20 BY MR. ANTONI:

21 Q Good morning, Mr. Gonzalez.

22 A Good morning.

23 Q As you -- like you recall, my name is John
24 Antoni. I represent County Line Holdings in this
25 matter, and we're here to complete your deposition. Is

1 there any reason that you can't provide your best
2 testimony today?

3 A No reason.

4 Q Do you recall the ground rules that I discussed
5 during the first session?

6 A I do.

7 MR. ANTONI: I'd like to mark as next in order
8 a document dated October 29th, 2005, entitled PowerFlex
9 Corporation Agreement.

10 THE REPORTER: This is Exhibit 39.

11 (The document referred to was marked as
12 Plaintiff's Exhibit 39 for identification and
13 attached and made a part of the deposition.)

14 BY MR. ANTONI:

15 Q And just so we're clear, today's deposition is
16 going to focus almost exclusively on materials that were
17 produced to us after the last session either by you or
18 by Mr. Flattery's firm or Brown and Streza.

19 So this is one of the documents that your
20 counsel turned over to us at the deposition, your first
21 deposition. Can you tell me what Exhibit 39 is?

22 A Yes. This is an agreement that Mr. Wallace
23 Patrick Moriarty set forth in agreement to -- my
24 agreement to -- with him to assist in getting a purchase
25 option agreement in place for the Malibu property from

1 the Mansdorf family.

2 Q Now, had you met with Mr. Mansdorf as of the
3 date of this document?

4 A I don't recall. I believe so.

5 Q And can you estimate for me how long prior to
6 executing Exhibit 39 -- well, before I ask that. That
7 is your signature on Exhibit 39; correct?

8 A Yes.

9 Q And Gonzalez Investments, was that a separate
10 legal entity? Or did you actually have a DBA for that
11 entity?

12 A Just an entity. I don't recall the specifics,
13 but Gonzalez Garza was my entity.

14 Q Okay. So did you recall if you filed a DBA?
15 Or if you actually set up a separate corporate entity
16 whether it was an LLC, a partnership, or corporation?

17 A I don't recall.

18 Q What period of time did you conduct business?

19 (Counsel enters the room.)

20 MR. CACCIATORE: Hi. Sorry I'm late.

21 MR. DEARING: We just started.

22 MR. ANTONI: We'll wait for you to get started.

23 MR. CACCIATORE: Go ahead.

24 BY MR. ANTONI:

25 Q What period of time did you do business under a

1 DBA or separate entity by the name of Gonzalez Garza
2 Investments?

3 A I don't recall.

4 Q Can you estimate for me?

5 A Not really. Not without checking my files or
6 records.

7 Q And why did you sign this document in October
8 of 2005?

9 A Allow me to read it, please.

10 MR. ANTONI: That's Exhibit 39.

11 MR. CACCIATORE: 39?

12 MR. ANTONI: Yes.

13 MR. CACCIATORE: Thank you.

14 THE WITNESS: Okay. Yeah, the -- my
15 association at that time with Mr. Moriarty was to enter
16 into a purchase option agreement for the property, be it
17 the Malibu property. And this all coincides with what
18 was going on at the time. I was led to believe that an
19 LNG turmoil was set for that property or that the
20 possibilities existed through his influences.

21 And he named the attorney -- the San Francisco
22 attorney, I believe his name was William Bagley, who I
23 was told was the lead counsel for Sempra Energy. And
24 also was tied to Karl Rove, who was under the Bush
25 administration. And so this solidified my agreement in

1 that I had met Mr. Mansdorf, now that I recall, and I
2 was doing my best to do my part with respect to this
3 agreement and -- have I answered your question?

4 BY MR. ANTONI:

5 Q I don't know.

6 A What was your question?

7 Q Do you have anything else? Let me ask this
8 question: You identified the attorney in that third
9 paragraph. It also references San Francisco consultant.
10 Do you know who the consultant was?

11 A William Bagley, the attorney.

12 Q Well, it says San Francisco attorney and a San
13 Francisco consultant --

14 A I don't know who the consultant was. All I
15 understood was William Bagley. I assumed it was
16 consultant slash attorney.

17 Q And it references that there's an initial cost
18 of \$20,000?

19 A I paid Mr. Moriarty the \$20,000, I believe.

20 Q So you paid 20 or did you pay \$10,000? Because
21 this seems to suggest that it would be split on a 50/50
22 basis.

23 A I don't recall exactly the amount, but I do
24 remember paying something.

25 Q And do you know what that money was to be used

1 for?

2 A Whatever he would, I guess, use as his expenses
3 to meet with these people. I assumed -- I don't know.

4 Q And the money that you provided to
5 Mr. Moriarty, were those paid from your own funds or
6 some other source?

7 A My own funds.

8 Q And did -- by LNG, you're referring to
9 liquified natural gas?

10 A That is correct.

11 Q Did you -- was it -- were you contemplating at
12 this time that a natural gas facility would be built on
13 the Malibu property?

14 A I was led to believe, yes.

15 Q Okay. And Mr. Moriarty led you to believe
16 that?

17 A That is correct.

18 Q And did Mr. Mansdorf ever indicate to you that
19 there'd been any contemplation of building an LNG
20 facility?

21 A Yes, he had.

22 Q And what did he tell you?

23 A Years back with Lee, something about natural
24 gas. There was oil on the property, and he did recall
25 some talk about the terminal. And I also saw some

1 evidence of that in some of the paperwork I crossed over
2 with Gin Wong and Associates, who had set forth the
3 master plan for the property.

4 You know, so there was some documentation I ran
5 into afterwards that solidified that, but, yes,
6 Mr. Mansdorf had a light recollection of some LNG talk.

7 Q During your involvement with the Malibu
8 property, was there any testing to determine whether
9 there were any natural gas reservoirs underneath the
10 surface?

11 A Not that I recall, but just recently I did
12 Google the -- if you Google the liquid natural gas in
13 Malibu, you'll find probably 50 or so different articles
14 on the offshore by Billiton.

15 And, also, I was recently led to believe or
16 told that a company by the name of Brown and Root, which
17 is a Halbert company, may have gone as far as dropping
18 the pipeline in illegally through Mansdorf property, but
19 I don't have any proof of that. I've just been told.

20 Q Who told you that?

21 A An individual by the name of Frank Firestone.
22 Frank Aki Firestone.

23 Q And who is Mr. Firestone? How are you
24 acquainted?

25 A Mr. Firestone is a person I met through Patrick

1 Wallace Moriarty. He's a descendent of the Firestone
2 family. Firestone tire family.

3 Q Presently, are you still having any
4 communication with Mr. Moriarty?

5 A Recently Mr. Firestone contacted me. And he
6 talked about Mr. Weinberg, your client, being affiliated
7 with Mr. Moriarty. And that he told Mr. Moriarty that
8 the Weinberg avenue of trying to pursue this property
9 would never work, and they should have listened to him
10 is what Mr. Firestone told me. And then he arranged for
11 Mr. Moriarty to sit down and meet with me and talk to me
12 about possibly resolving this matter.

13 Q When did this meeting take place?

14 A I would say probably about a month or so ago.

15 Q And where did it occur?

16 A I'm sorry?

17 Q Where did it occur?

18 A It occurred at a Coco's restaurant in the city
19 of Downey, which is where my mother lives. So he came
20 to my area to sit down and meet with me. And then it
21 occurred one other time in Whittier, where, I believe,
22 he may live near there.

23 Q And when was -- so the meeting you --

24 A Like, about two weeks apart.

25 Q So in the last month you've met twice with

1 Mr. Moriarty?

2 A I would say within the last two months. I
3 don't know exactly the dates, but somewhere there
4 around.

5 Q And this is the same Mr. Moriarty that you --
6 from whom you were --

7 A Same Mr. Moriarty.

8 Q Somebody you felt physically threatened by;
9 correct?

10 A Influenced -- he was definitely influencing all
11 the -- the bad. Should I say wrongdoings against both
12 Mansdorf and myself. And also I'd like to add,
13 Mr. Firestone, when he contacted me, he contacted me
14 telling me that he was interested in pursuing Mansdorf's
15 property in Venezuela.

16 Apparently they had 785,000 acres out there.
17 And that he was interested -- his family had been
18 wronged by the Chavez Empire, and he was interested in
19 pursuing the rubber plants that they lost. And he
20 thought he might aid us in pursuing whatever land the
21 family had in Venezuela.

22 At that point I told him that we were having
23 enough trouble here in the States trying to secure our
24 properties. And I didn't have the time or energy to
25 pursue property in another country. But if he could

1 help in -- helping with any type of assistance, be it
2 political or any type of influence. Being from the
3 Firestone family, I thought he might have some good
4 influences. He said he didn't, but perhaps Moriarty had
5 the influences. And that's where it went from.

6 Q So focusing on these two meetings between you
7 and Mr. Moriarty. What was the purpose of those two
8 meetings as it relates to the Malibu property?

9 A The McClanahan judgment.

10 Q What did the two of you discuss concerning the
11 McClanahan judgment?

12 A His -- he stated that he might be able to
13 assist in getting some type of authority involved to
14 investigate the details related to the deeds having to
15 do with the McClanahan property. And that Mr. Moriarty
16 was involved heavily in the La Tuna Canyon scandal
17 related to the McClanahan parcels.

18 Q And did Mr. Moriarty agree to provide any
19 services in connection with the McClanahan deed?

20 A He said he would look into it and it never went
21 anywhere. And that pretty much did the meeting. There
22 was nothing more to talk about after that.

23 Q And did you and Mr. Moriarty discuss any --
24 revisiting your plans for an LNG facility?

25 A No.

1 Q What was your understanding as to what
2 Mr. Moriarty would receive in exchange for assisting in
3 connection with the McClanahan deed?

4 A Mr. Moriarty expressed an interest in four
5 acres of Malibu property. Four acres in exchange for
6 helping make all the problems go away.

7 Q Would all the problems include County Line
8 Holdings?

9 A Yes.

10 Q And what did Mr. Moriarty offer to do in
11 connection with County Line Holdings?

12 A I guess, he didn't specifically detail.

13 Q Generally, how was he going to solve the
14 problems presented by County Line Holdings?

15 A I can't answer that. I don't know. He didn't
16 tell me. I assume that Mr. Firestone had suggested that
17 Moriarty was affiliated with Mr. Weinberg. One couldn't
18 help but assume that maybe he would talk to
19 Mr. Weinberg.

20 Q Did you ever ask Mr. Moriarty during either of
21 these two meetings if he was affiliated with
22 Mr. Weinberg?

23 A I did.

24 Q And what was his response?

25 A He just laughed.

1 Q And what did you conclude from that laugh; that
2 he did know him or that he didn't know him?

3 A It was possible.

4 Q Did you ever ask Mr. Moriarty to exert any
5 influence in connection with County Line Holdings?

6 A No.

7 Q Did you have any discussions as to how
8 Mr. Moriarty was going to help you deal with the
9 obstacle presented by County Line Holdings?

10 A No.

11 Q So when you left the first meeting, had
12 Mr. Moriarty offered to undertake some task or service
13 in connection with McClanahan?

14 A Mr. Moriarty's interest seemed to be the four
15 acres of property.

16 Q Which four acres?

17 A It was later described as the acres between the
18 Deer Creek National Park, which is approximately
19 457 acres. That the Santa Monica Conservancy, Joe
20 Edmonston sold to the Federal Parks and Recreation for,
21 like, \$1.2 million in 1988. And there doesn't appear to
22 any title history from '88 going backwards. So I
23 questioned where did the Santa Monica Mountains
24 Conservancy get the property from.

25 They apparently had it deeded over from the

1 Botchy family, and I may not be pronouncing their name
2 correctly. And so the question would be, where did the
3 Botchy family get it from? It seemed to belong to the
4 same family -- the Mansdorf family. Got all their land
5 from. Begs the question: Who actually owns that
6 property? So the property that Mr. Moriarty was
7 interested in, was the property between that park and
8 the ocean.

9 Q And did you offer to assist Mr. Moriarty in
10 attempting to obtain that four-acre parcel?

11 A No.

12 Q Did Mr. Moriarty want something from you during
13 either of these meetings? Did he express that?

14 A The four acres.

15 Q And did you believe that you, on behalf of the
16 Mansdorf Trust, had the ability to transfer that four
17 acres?

18 A I discussed it with Mrs. Mansdorf, and we were
19 somewhat amazed by his request. And it led me to go in
20 to investigate why are they so interested in this
21 property. And then Mr. Firestone, his comments led me
22 to believe that perhaps Brown and Root, a Halbert
23 company, had dropped the pipeline already in. And it
24 just all became very confusing, and I had to pursue
25 other legal matters pressing against the trust. I

1 didn't pursue beyond that. I did a few Google searches,
2 and that's where I left it.

3 Q Referring back to Exhibit 39. The last
4 paragraph references, "The parties further agree to
5 negotiate a comprehensive agreement reflecting the same
6 50/50 ownership. After you executed Exhibit 39, did you
7 execute any subsequent agreements with Mr. Moriarty?

8 A No.

9 Q Do you know who prepared this Exhibit 39?

10 A Mr. Moriarty handed it to me.

11 Q Did you ever provide a copy to Mr. Mansdorf?

12 A No, this was prior to my relationship with
13 Mr. Mansdorf in terms of engaging in any legal --
14 anything.

15 Q You met Mr. Mansdorf previously; correct? You
16 met him in -- prior to executing this document; correct?

17 A I met him, yes, just once or twice, just to --

18 Q And you -- from the time you met him until his
19 death, you saw him quite frequently; correct?

20 A Yes.

21 Q Okay. At any point in time did you provide a
22 copy of this document, Exhibit 39, to Mr. Mansdorf?

23 A I don't recall. I know we discussed it in
24 detail, because we did our best to fight off
25 Mr. Moriarty together. I filed a RICO case against

1 Mr. Moriarty that failed, but I have a new case going.

2 Q Did you discuss this new case with Mr. Moriarty
3 during these meetings?

4 A No. Absolutely not.

5 Q And just to be clear on the timing; the first
6 meeting, was that in this calendar year?

7 A Yes.

8 Q Okay.

9 A Wait. Let me see. I believe so, yes.

10 Q So would that have been in January of 2015?

11 A Probably.

12 Q Was it prior to or following your deposition --
13 first deposition?

14 A I don't recall, but if you give me time, I
15 could get back to you.

16 Q Do you have the meetings on your calendar?

17 A No. I don't have a calendar. I just have to
18 check my notes at home.

19 Q And then so -- and then your second meeting was
20 roughly two weeks later?

21 A Correct. Two weeks to three weeks, somewhere
22 in there.

23 MR. ANTONI: I'd like to mark as next in order
24 a document dated May 8th, 2006 titled Mansdorf Vacant
25 Land Purchase Sale Agreement and Joint Escrow

1 Instructions.

2 THE REPORTER: This is Exhibit 40.

3 (The document referred to was marked as
4 Plaintiff's Exhibit 40 for identification and
5 attached and made a part of the deposition.)

6 BY MR. ANTONI:

7 Q Mr. Gonzalez, do you recognize Exhibit 40?

8 A Yes.

9 Q Okay. Can you tell us what this document is?

10 A It looks like it is a -- exactly what it
11 states, sir. It's a land Purchase Sale Agreement.

12 Q And it's a land Purchase Sale Agreement to
13 purchase the Malibu property for \$45 million; correct?

14 A Correct.

15 Q And you prepared this document; correct?

16 A No. The escrow -- whatever escrow was handling
17 it prepared it.

18 Q Who -- how were the terms conveyed to escrow?

19 A Whatever is stated in this document.

20 Q Okay. So this document was created by an
21 escrow officer; correct?

22 A Correct.

23 Q And do you recall the name of that escrow
24 officer?

25 A I'm not sure.

1 Q We might be able to figure it out from this
2 document. And how were the terms that are contained in
3 this document conveyed to the escrow officer? Did you
4 convey them?

5 A Mr. Mansdorf and I both conveyed them.

6 Q Did you physically go to escrow to provide that
7 information? Or did you provide a draft? Term sheet?

8 A Probably could have been a little bit of phone
9 and go.

10 Q Now, this purchase agreement was never
11 executed; correct?

12 A That is correct.

13 Q And how did you arrive at the \$45 million
14 purchase price for the Malibu property?

15 A Mr. Mansdorf arrived at that number.

16 Q And was that his demand for the property? Or
17 was there some formula by which he determined the
18 property was worth 45 million?

19 A That was just his demand.

20 Q Now, I noticed that the purchase agreement
21 doesn't contemplate buying the Alta property. In May
22 2006, had you had any discussions with Mr. Mansdorf
23 regarding buying the property?

24 A In May 2006?

25 Q Yes.

1 A I don't recall. To buying what property?

2 Q The Alta property.

3 A I don't recall.

4 Q Looking at the finance terms, which is
5 paragraph -- paragraph 2(A) the initial deposit. It
6 says, "Buyer has given a deposit in the amount of
7 \$10,000. And buyer assumes all liability payment of
8 attorney fees associated with litigation known as
9 Mansdorf V Mansdorf, LASC BC316011 and related petition
10 for appointment of guardian ad litem."

11 Why was that provision included in the initial
12 deposit?

13 A I have no idea. I don't recall.

14 Q Did you --

15 A I do know -- I do recall vaguely that perhaps
16 it had something to do with Mildred Mansdorf, because I
17 do recall there was guardian ad litem hearings going on
18 at that time regarding Harry's ability to execute on
19 behalf of the trust. And that he had, maybe, acquired
20 the ability to speak on behalf of his sister. I'm
21 guessing. I don't know. But I vaguely recall that
22 going down at that time.

23 Q Do you recall any petitions for the appointment
24 of a guardian ad litem ever being filed in connection
25 with Harry Mansdorf?

1 A None whatsoever.

2 Q So your best recollection is that the -- this
3 language referring to the appointment of guardian ad
4 litem concerned Mr. Mansdorf's sister?

5 A Correct.

6 Q Did you ever deliver the \$10,000 to escrow?

7 A I don't recall. I may have. I believe that
8 this -- as I recall, this never went forward and there
9 was no need. We could never open escrow because as what
10 would -- as what would unravel through my
11 investigations, I would learn of the Marylin Mansdorf
12 case, BC316011. And all of the particulars related to
13 that case prevented anything from ever -- to come
14 forward period.

15 Q Did you -- the case number you just referenced
16 is the same number in this provision. Did you assume
17 responsibility for all the attorney fees in connection
18 with that litigation?

19 A No. That was before my time.

20 Q Well, this case actually was resolved
21 subsequent to the signing of this document. I think it
22 was in October of 2006. Did you pay any fees in
23 connection with that litigation?

24 A I did not. And then it went on to appeals at
25 that point.

1 Q Okay. Looking at the signature blocks for the
2 seller? It references, "Seller Michele Giacomazza AKA
3 Michael Gatto." Do you know why the seller is
4 identified as Mr. Giacomazza?

5 A Yes. I recall vaguely that Mr. Mansdorf, at
6 that time, was wanting to come to terms with
7 Mr. Giacomazza. And as I recall, he was asking for
8 Mr. Giacomazza to take -- to split whatever the moneys
9 were going to be. Like 55 million -- if it was 45
10 million, he would give Mr. Giacomazza half for him to
11 move forward with executing a deal of some type.

12 Q And did you have any communications with
13 Mr. Giacomazza about this purchase agreement?

14 A Absolutely not. He hated me.

15 Q Why prepare a Purchase Sale Agreement
16 identifying Mr. Giacomazza as the seller as opposed to
17 Mr. Mansdorf?

18 A Mr. Mansdorf's instructions.

19 Q And is there a reason Mr. Mansdorf isn't
20 identified as co-seller?

21 A I believe that at that time Mr. Giacomazza had
22 acquired title to the property and that was the way to
23 resolve everything, as I recall. I wasn't as astute as
24 I am now with matters then. I didn't understand all the
25 particulars.

1 Q So at the time you prepared this document, you
2 weren't contemplating paying Mr. Giacomazza \$45 million
3 for the property, were you?

4 A I wasn't the payee. It would be Mr. Mansdorf.

5 Q But you were the payor. I mean, the only two
6 parties in this agreement are you and Mr. Giacomazza.

7 A I never had any deal with Mr. Giacomazza. I
8 believe, perhaps, the -- when they did the title to the
9 property in order to effectuate the sale, they probably
10 realized that it would be Giacomazza because his name
11 was probably on the title. But all my -- all my
12 dealings were with Mr. Mansdorf.

13 Q Okay. Can you turn to what was previously
14 marked at Linda Mansdorf's deposition as Exhibit 35.

15 A 35 here?

16 Q Yes.

17 A I'm sorry, but this only goes to 33. Maybe it
18 goes farther, but let me -- hold on a second.

19 Q If it's easier, I can give you Ms. Mansdorf's
20 transcript for easy access.

21 A Sure.

22 Q I believe during the first session, we touched
23 upon this document, but at the time we didn't have it.

24 Can you tell me what Exhibit 35 is?

25 A This is a general Power of Attorney that

1 Mr. Mansdorf and his wife, Linda Mansdorf, asked me to
2 be part of.

3 Q You didn't ask them; they asked you?

4 A Absolutely not. They asked me after Harry had
5 dismissed BC366206. He and his wife went to my mother's
6 home looking for me and asking me to help them. And if
7 I would be willing to take a general Power of Attorney.
8 I didn't even know what it meant to have a general Power
9 of Attorney. It's the first one, that I recall, I had.
10 And they brought the document, and we jointly filled it
11 out together and --

12 Q And the document indicates a signature date of
13 February 29th, 2008. Is that your signature on that
14 document?

15 A Yes.

16 Q And did all the parties execute on that date?

17 A I don't recall, but if that's what it says. I
18 believe so.

19 Q And was this document signed at your mother's
20 home or some other location?

21 A I don't recall.

22 Q Was it Brenden Etter identified as a witness at
23 this document?

24 A I believe he was a notary, and we weren't sure
25 if -- did he notarize it?

1 Q It appears that he didn't.

2 A I think we needed a witness. I'm not sure.

3 MR. CACCIATORE: No, the notary is someone
4 else.

5 THE WITNESS: Yeah. I believe that Brenden
6 was -- we needed a witness, and he was a -- he handled a
7 lot of court documents for attorney services.

8 BY MR. ANTONI:

9 Q Right. He works for an attorney service;
10 right?

11 A Right. And he did us a favor in being a
12 witness, I guess.

13 Q And who prepared this document?

14 A I don't recall to be honest with you.

15 Q Did Mr. Mansdorf?

16 A I believe we prepared it jointly.

17 Q And by the way, do you have -- this copy is
18 tough to read. Do you have a more legible version of
19 this document?

20 A I have the original. I brought it that last
21 time I was here at your -- at the service.

22 Q Is the original more legible than this
23 document?

24 A Well, there's not one word that I can't make
25 out on this. Is there a particular word that you need

1 me to identify? I can tell you what this copy says.
2 Oh, except the first page doesn't look very legible. I
3 have the original.

4 Q Is the original more legible than this?

5 A Well, it's the original, of course, it is.
6 Yes, it is.

7 MR. ANTONI: Okay. Could you ask your
8 counsel to just -- if I can just get the first page, a
9 more legible copy of this. That would be great.

10 MR. CACCIATORE: I'd like a copy too.

11 MR. ANTONI: Now -- I'm sorry. I'll wait for
12 you.

13 MR. DEARING: That was exhibit what?

14 MR. ANTONI: 35. Just the first page.
15 Everything else is fine.

16 MR. CACCIATORE: Well, it's almost three pages.

17 MR. ANTONI: Sure.

18 BY MR. ANTONI:

19 Q Looking on the first two pages, you'll notice
20 there's various categories relating to the general Power
21 of Attorney that are either crossed out or not crossed
22 out. Who decided -- strike that.

23 Who crossed out, for example, subparagraph C
24 relating to bonds?

25 A I don't recall. I don't know. I don't

1 remember.

2 Q Did you physically complete this document?

3 A No. As I just stated, it was done by
4 Mr. and Mrs. Mansdorf. We were all three at the table.

5 Q And did -- was Mr. Mansdorf, did he -- was he
6 computer efficient? Could he complete a document or
7 draft in Word or some other --

8 A No.

9 Q How about Mrs. Mansdorf?

10 A Mrs. Mansdorf? Not that I recall.

11 Q Okay. So do you know who physically input the
12 data that's contained in Exhibit 35?

13 A It might have been Brenden. He was more in
14 tune with legal documents and what have you.

15 Q So is it your recollection that Mr. Etter
16 provided this document for your use?

17 A I'm not -- I don't specifically recall, but
18 it's possible.

19 Q Why is the category G, gifts to charities,
20 crossed out? Why was that not included in the scope of
21 the Power of Attorney?

22 A I don't know.

23 Q Didn't you contemplate at some point in time
24 developing the Malibu property for some charitable
25 purpose?

1 A I don't recall.

2 Q You don't have any recollection?

3 A We've talked about a lot of charitable purposes
4 for developing -- development of the property later on.
5 With respects to various things for veterans and elder
6 abuse and stuff like that. I don't know what the
7 mindset was at the time we executed this document. I do
8 know that I don't recall ever using it.

9 Q You don't recall ever using this document. And
10 just so we're clear, my understanding from this last
11 session was that this general Power of Attorney was
12 prepared in connection with the letter of intent which,
13 I believe, was executed a couple days afterwards.

14 A I don't know what the date of this in
15 association with that, but we can simply look at the
16 dates.

17 Q If you would like to turn to Exhibit 7, which
18 was the Joint Venture Agreement and turn to Exhibit C,
19 which is attached to that Exhibit 7.

20 A I think it's right here.

21 Q You'll see that that document --

22 A It appears that the general Power of Attorney
23 was executed before the letter of intent.

24 Q Yeah, that's what I said, it was executed
25 February 29th, and two days later you signed this

1 document, the letter of intent. And my understanding
2 was you executed that Power of Attorney in connection
3 with this letter of intent which references the Power of
4 Attorney in -- on Page 2 of the letter of intent.

5 A Whatever it states is what it is.

6 Q What I'm asking you is -- was this general
7 Power of Attorney executed in contemplation of signing a
8 letter of intent?

9 A I don't recall.

10 Q Do you recall -- okay.

11 A I recall Mr. and Mrs. Mansdorf asking me to
12 please help them and consider taking the general Power
13 of Attorney. That is what I recall.

14 Q Do you know why Linda Mansdorf was designated
15 as -- it's called the successor Power of Attorney on the
16 first page.

17 A That's his wife; he loved her. He wanted to
18 give her as much power as he could.

19 Q Then why not give her all the power then?

20 A I have no idea. I think, perhaps, they felt
21 that I could help, and they embraced me to do that. And
22 to this day I do my best to help.

23 Q But you're clear you did not ask for this
24 general Power of Attorney; correct?

25 A Absolutely.

1 MR. ANTONI: I'd like to mark as next in order
2 some handwritten notes with a fax confirmation at the
3 top indicating the date of September 29th, 2009.

4 THE REPORTER: This is Exhibit 41.

5 (The document referred to was marked as
6 Plaintiff's Exhibit 41 for identification and
7 attached and made a part of the deposition.)

8 MR. ANTONI: Ms. Reporter, can you repeat what
9 he just said? The description.

10 THE REPORTER: Yes. "Handwritten notes with a
11 fax confirmation at the top indicating the date of
12 September 29th, 2009."

13 BY MR. ANTONI:

14 Q And I'll represent that these documents were
15 produced by your counsel following our last deposition.
16 Do you -- first of all, let me ask you: Do you
17 recognize the handwriting on Exhibit 41?

18 A It looks like Mr. Mansdorf's writing.

19 Q And do you know why Mr. Mansdorf prepared these
20 notes?

21 A I don't know why.

22 Q I'm looking -- it references the July 3rd,
23 2008, agreement, which is what I understand to be the
24 Joint Venture Agreement. Do you have any understanding
25 as to why Mr. Mansdorf prepared these notes in

1 connection with that agreement?

2 A I do not. I wasn't present when Mr. Mansdorf
3 wrote this memo or letter.

4 Q Did you -- do you know if this document was
5 ever delivered to any other -- any third party?

6 A Not that I know of. I see a fax thing here.
7 It was apparently faxed somewhere. It looks that way.

8 Q How did you come into possession of these
9 notes?

10 A When my attorney Mr. Dearing secured the files
11 from the trust -- former trust attorneys, it was in that
12 package.

13 Q And which trust attorneys are you referring to?

14 A I don't know which one provided this. It was
15 either Flattery or Brown, one of the two, I assume. I
16 don't know. That was the first time I've seen this.

17 MR. ANTONI: I'd like to mark as next in order
18 an e-mail dated October 12th, 2009, from what appears to
19 be Mr. Gonzalez's e-mail address to Mr. Flattery.

20 (The document referred to was marked as
21 Plaintiff's Exhibit 42 for identification and
22 attached and made a part of the deposition.)

23 MR. DEARING: This had to be Flattery because
24 it's 2009.

25 THE WITNESS: Right. I think it's Flattery.

1 BY MR. ANTONI:

2 Q Mr. Gonzalez, I believe we established this in
3 the prior deposition, but the Jaimejamesjames@MSN.com,
4 that's an e-mail account that you maintain; correct?

5 A That is my e-mail address, yes.

6 Q And you see mpflattery@aol.com (sic). Do you
7 recall communicating by e-mail with Mr. Flattery at that
8 address?

9 A Yes.

10 Q And why in October 2009 were you -- were you
11 communicating with Mr. Flattery?

12 A Mr. Mansdorf had expressed an interest in
13 amending his trust. And I found Mr. Flattery through an
14 online phonebook as an attorney nearby that him and his
15 wife, Mrs. Mansdorf, could go visit and so I got his
16 e-mail address.

17 And whatever -- I had pulled together all of
18 Mr. Mansdorf's trust documents and put them in order for
19 him to be able to do whatever it was that he was going
20 to do. So my communication with Mr. Flattery was
21 limited to providing documents that would be necessary
22 in order for Mr. Mansdorf to carry out whatever his goal
23 was.

24 Q Well, this subject line references Joint
25 Venture Amendment. It doesn't reference amendments to

1 the trust.

2 A The initial reason for visiting Mr. Flattery, I
3 believe, was for a trust amendment that Mr. Mansdorf
4 wanted to secure. And also, incorporate whatever our
5 Joint Venture Agreement was into the trust document or
6 help us at least figure out what was the best means for
7 moving forward, whether or not to secure the property
8 between us by and through the trust or execute it out of
9 the trust or whatever be best.

10 Neither him nor I had had the know-how of how
11 to proceed. So Mr. Mansdorf thought, at that time, that
12 maybe he should amend his trust and so that's why he
13 went to Mr. Flattery.

14 Q And you attended some of those meetings with
15 Mr. Flattery; correct?

16 A Only the introduction meeting. I never was
17 part of any of the meetings with relations to any of the
18 amendments. All I did was provide the documents. And I
19 made it very clear to Mr. Flattery that I was not to be
20 present at any time that Mr. Mansdorf was discussing
21 anything with relations to amending his trust.

22 Q And how about the Joint Venture Agreement? Did
23 you provide input to Mr. Flattery about revisions?
24 Proposed revisions?

25 A No, I did not. I just gave him the copy and I

1 asked him to speak to Mr. Mansdorf. That's what
2 happened.

3 Q So you didn't have any direct communications in
4 which you voiced proposed changes to --

5 A Not that I recall, no.

6 Q Okay. Looking at the first -- the second
7 paragraph, which it references, "In the most recent case
8 reported by the L.A. Times, you should know that I found
9 it necessary to hold the trial exhibits back from trial
10 attorney Torjesen till the day of trial."

11 Is that statement true?

12 A Mr. Torjesen had a -- took a liking to a
13 individual that Mr. Moriarty had introduced to securing
14 entitlement and what have you. A gentleman by the name
15 of Hal Mence. His first name is Harold Mence. He's a
16 lobbyist.

17 Mr. Torjesen and Mr. Mence appeared to be
18 meeting and talking a little too much. I got a little
19 uncomfortable with Mr. Torjesen. And so -- even though
20 I had engaged Mr. Torjesen early on to help because of
21 Mr. Orloff's stuttering problem, Mr. -- coming up to the
22 time when we were going to actually go into trial, I had
23 not fully engaged Mr. Torjesen, and he was hanging
24 around the courtroom every time there was a motion
25 moving forward against Mr. Giacomazza.

1 And at one of those moments we decided, like,
2 maybe weeks before, that Mr. Torjesen would take lead
3 chair and he would present the case because Mr. Mansdorf
4 was not comfortable with Mr. Orloff's stuttering.

5 So I was not sure how to move forward. And I
6 handed Mr. Torjesen the exhibit books that I prepared on
7 the day of trial. Mr. Torjesen had what appeared to be
8 two 2-inch three-ring binders that he was going to put
9 on his case with, and I exchanged them for two 4-inch
10 books with all of the exhibit tabs and everything that I
11 had prepared. Mr. Torjesen was completely unaware of
12 the exhibits walking into trial.

13 Q Well, he wasn't aware of them because you
14 withheld them from him; correct?

15 A He didn't -- he had a different strategy moving
16 forward that I wasn't comfortable with. I gave him the
17 essential documents to make his case, and he didn't show
18 me that he knew what he was doing. I wasn't
19 comfortable.

20 Apparently I made the right decision, because
21 the case warranted a 13-page statement of decision that
22 was concluded from the exhibits that I set forth.

23 Q Which exhibits do you recall being so key to
24 the decision in that case that you --

25 A I don't remember.

1 Q Looking at the fifth paragraph which begins,
2 "As you know, Michael, the current Joint Venture
3 Agreement has problems."

4 What problems existed in October 2009 with the
5 Joint Venture Agreement?

6 A I don't know.

7 Q You wrote this e-mail; correct?

8 A When did I write that?

9 Q 2009.

10 A Six years ago. I don't recall.

11 Q "The fact that the JV" -- I'm continuing to
12 read. "The fact that the JV agreement is weak puts me
13 in a very bad situation. Please, whatever you can do to
14 expedite the amendment. Once accomplished the
15 perpetrators will begin to fade."

16 Why, at that time, did the JV agreement put you
17 in a bad situation?

18 A I don't recall.

19 Q Why did you need it amended?

20 A I don't recall. I vaguely recall that -- I
21 wasn't comfortable with Lori -- Lauren -- Arie Lohen
22 Marco who had prepared the agreement and because he had
23 done some pretty foul stuff. And so I think it might
24 have stemmed from there, and I just needed a new set of
25 eyes to help us correct what might be wrong with it. I

1 don't -- I don't really remember.

2 Q Did you have any concerns that -- that the
3 original Joint Venture Agreement could be attacked as
4 unenforceable at that time?

5 A I don't believe so.

6 Q Now, why are you conveying these concerns
7 regarding the Joint Venture Agreement as opposed to
8 Mr. Mansdorf?

9 A Well, I had 50 percent invested interest in
10 that Joint Venture Agreement that I had a right to
11 whatever it was that I believe I may be entitled to.

12 Q I'm just trying to understand. Your earlier
13 testimony was that -- that you were not involved in the
14 documentation that Mr. Flattery was engaged in
15 preparing, that all that was with Mr. Mansdorf.

16 A That is correct.

17 Q And you were stepping away from it?

18 A That is correct. You asked me why was I
19 involved? And I answered, because I had a right to be
20 involved; however, I chose and I elected to say,
21 "Mr. Mansdorf, whatever you feel is good, I'm good with.
22 So you go handle our business, sir." And I left it all
23 in his hands, and he did whatever he felt was right.

24 Q Did Mr. Mansdorf ever convey to you that he
25 thought the Joint Venture Agreement was weak or

1 vulnerable to attack?

2 A Not at all.

3 Q So if Mr. Mansdorf was comfortable with the
4 original draft, why were you uncomfortable with it?

5 A Because lawyer Arie Lohen Marco had prepared
6 it. And I wasn't astute. I'm not a contract lawyer. I
7 really don't know.

8 Q Other than you didn't trust the original
9 attorney, was there a particular provision or term of
10 the original Joint Venture Agreement that you were
11 concerned about its enforceability?

12 A Not that I recall at this time.

13 Q Did you have any concerns that you could be
14 subject to an attack of exercising undue influence on
15 Mr. Mansdorf?

16 A No. I was always -- in going through the
17 situation with Mr. Giacomazza, this is the first time I
18 had even learned the term "undue influence." So having
19 just learned the term, it was just like -- it was a new
20 term for me. So I was just careful to try and learn
21 what that meant.

22 Q Skip down to the next paragraph. It says,
23 "Michael, I have asked Harry to share the trust
24 amendments and JV agreements with as many family members
25 as possible, with Harry's approval. I apprised his

1 cousin David Schiff of the current amendments. Harry
2 indicated he was going to add Schiff and an aunt to the
3 trust as beneficiaries. You may" -- and there's a
4 typo -- "want to address that detail when possible."

5 Why did you include that paragraph in this
6 document?

7 A Because I thought it was important for Harry to
8 find anyone or anyone in his family to let them know
9 that he was doing this because, you know, he was -- this
10 was a very important thing, and if there was anybody
11 that was close to him, I asked him to please incorporate
12 them, to please include them. I always went out of my
13 way to try to find anybody I could find to help me help
14 him.

15 Q Now, in October 2009, Mr. Mansdorf was the sole
16 beneficiary of the Mansdorf Family Trust at that point;
17 correct?

18 A Upon the death of his sister.

19 Q Okay.

20 A Which would be 2007 or 2008, I think.

21 Q So why was it in his interest to add
22 beneficiaries?

23 A Well, just because his sister passed on doesn't
24 mean he didn't have a cousin or somebody he, maybe,
25 thought should be a beneficiary of his wealth. It's his

1 money. It's his life.

2 Q Did you have any concerns that if the -- if you
3 were essentially the only person who was receiving a
4 benefit upon Mr. Mansdorf's death that -- that
5 transaction would be suspicious?

6 A That wasn't the case.

7 Q Okay. Did you ever contemplate at that time
8 that adding additional family members would make it less
9 obvious that you were receiving this enormous property
10 interest in exchange for no financial remuneration to
11 the trust?

12 A Not at all. I did my best to find anybody that
13 was related and that explains that particular question.

14 Q But why would you need to convey this request?
15 Why wouldn't Mr. Mansdorf just do this in his meetings
16 with Mr. Flattery?

17 A There was nothing wrong with me reiterating the
18 case. In case Mr. Mansdorf didn't, I wanted to remind
19 him.

20 Q I thought you indicated when we started talking
21 about this topic that you stayed out of --

22 A I did stay out of it.

23 Q But aren't you requesting that additional
24 beneficiaries be added to the trust?

25 A I conveyed who I know, at that time, to be

1 related to Mr. Mansdorf and for him to make
2 communication with those people and see if there were
3 other members that maybe he should look into. That's
4 all I did.

5 MR. ANTONI: Let's mark as next in order a
6 document dated October 27th, 2009. Amendment two
7 corrections to Joint Venture Agreement between the
8 Mansdorf Family Trust and Jaime De Jesus Gonzalez.

9 THE REPORTER: This is Exhibit 43.

10 (The document referred to was marked as
11 Plaintiff's Exhibit 43 for identification and
12 attached and made a part of the deposition.)

13 BY MR. ANTONI:

14 Q Mr. Gonzalez, can you tell me what Exhibit 43
15 is?

16 A It looks like an amendment, two corrections to
17 the Joint Venture Agreement.

18 Q And you prepared this document; correct?

19 A I don't recall.

20 Q Well, is that your signature on the back?

21 A That is my signature.

22 Q And why don't you look down at Article 4 --
23 4.1, on the front where it says, "Harry and I have
24 agreed that we should (sic) be successful in our quest
25 to secure the rights, title, and interest to the La Tuna

1 properties."

2 "I" refers to you; correct?

3 A Correct.

4 Q You prepared this document; correct?

5 A I don't recall.

6 Q Do you have any reason to believe that you
7 didn't prepare this document?

8 A I don't have any reason to believe otherwise,
9 no. I mean, it was -- if we did have a computer there
10 at the Mansdorfs' home and it's very possible that
11 Mr. Mansdorf, Mrs. Mansdorf, and I prepared this
12 document.

13 Q And you caused it to be delivered to
14 Mr. Flattery; correct? And I'll just represent to you
15 that Mr. Flattery's office produced this document with
16 your counsel's review.

17 A I caused all documents that I had in my
18 possession and that I thought Mr. Flattery needed to
19 take into account in preparing whatever he was preparing
20 for Mr. Mansdorf.

21 Q Okay. So this was your feedback on the
22 proposed amendment to the Joint Venture Agreement;
23 correct?

24 A It appears that way.

25 Q So again, you were weighing in as to the terms

1 and conditions of this -- of the proposed amendment;
2 correct?

3 A For the Joint Venture Agreement and that I was
4 now focusing on the particulars related to the La Tuna
5 Canyon property that had been stolen from the trust.

6 Q Well, let's look at paragraph 6.4. If you can
7 just review that paragraph and let me know when you're
8 done. Now, that provision is not limited to the La Tuna
9 Canyon; correct?

10 A I'm not sure. Let me read it again. What is
11 "D"? What is "D" Contributions? I'm not understanding
12 this.

13 Q Well, this -- and, again, we can look at the
14 draft Joint Venture Agreement.

15 A Well, I have to in order for me to interpret
16 this. I don't know what this is referring to.

17 Q Okay. We'll get there. Looking at the last
18 sentence of that paragraph. "The language in this
19 paragraph sort of leads one to believe the land would
20 return to the Mansdorf Trust" --

21 A Where are you reading now?

22 Q 6.4 at the bottom of that.

23 A Okay. Got it.

24 Q "The language in this paragraph sort of leads
25 one to believe the land would return to the Mansdorf

1 Trust who contributed the land to the Joint Venture
2 Agreement which is not the case here."

3 Now, that input directly concerned your alleged
4 interest in the Joint Venture Agreement; correct?

5 A I'm not sure.

6 Q Why did you sign this document?

7 A I'm not -- I signed it because whatever it
8 represented is how we felt at the moment. What it
9 interpreted legally is why we went to Mr. Flattery to
10 correct, because Mr. Mansdorf and I are not of legal
11 minds. And we wanted to make sure that whatever it is
12 that he was trying to do and whatever I was trying to do
13 was set forth in a legal procedure that was more
14 correctly set forth. So, absolutely, this would be one
15 of the issues that we went to Mr. Flattery to correct,
16 so that our intentions would not be misled or
17 misleading; both Mr. Mansdorf's and/or I's (sic).

18 MR. ANTONI: I'd like to mark as next in order
19 an e-mail dated October 27th, 2009, from Mr. Gonzalez to
20 Mr. Flattery.

21 (The document referred to was marked as
22 Plaintiff's Exhibit 44 for identification and
23 attached and made a part of the deposition.)

24 BY MR. ANTONI:

25 Q Mr. Gonzalez?

1 A Yes.

2 Q You prepared this e-mail; correct?

3 A It appears that way, yes.

4 Q I'm focusing on the last two paragraphs as A
5 and B. "I have two concerns which Harry and I wish to
6 address: A. I have, per Harry and his wife's request,
7 a general Power of Attorney. We wish for there not to
8 be a conflict of interest in the future. Is there, and
9 if there is, how do we handle it? I'm not sure if Harry
10 has anyone other than his wife that" -- there's a
11 typo -- "he trust."

12 Why did you include that paragraph in this
13 e-mail?

14 A Well, here again, just to clear up all the
15 questions regarding the general Power of Attorney, that
16 it indicates that Mr. and Mrs. Mansdorf, it was at their
17 request that the general Power of Attorney was created.

18 A. Knocks out all those questions. And B, I'm
19 setting forth the general Power of Attorney and saying,
20 "Look, Mr. Mansdorf and his wife had me execute this
21 general Power of Attorney."

22 And here again, I'm not a legal professional.
23 Is there a conflict with this? And should this be
24 voided? What do I do with it? I've never used it.
25 They gave me this. How do I use it? Why do I have it?

1 I don't know what I'm doing. I need help. Here you
2 have it, sir.

3 Q Did Mr. Flattery ever respond to that inquiry?

4 A You have all his correspondences. I don't
5 know.

6 Q I'm just asking for your recollection. Did
7 Mr. Flattery ever say, yeah, there seems to be a
8 conflict of interest between --

9 A I don't remember.

10 Q -- between you maintaining a general Power of
11 Attorney while simultaneously contracting with
12 Mr. Mansdorf pursuant to the Joint Venture Agreement?

13 A It may have gone without notice. I did my part
14 in bringing it forthright, and that's all I can do.

15 Q So sitting here today, do you have any
16 recollection of Mr. Flattery saying, "Yeah, there is a
17 conflict of interest"?

18 A I don't have any recollection.

19 Q Now, when did you first become concerned that
20 you might have a conflict of interest?

21 A I was always cogent of all details all the
22 time. I was always concerned. Till this day I'm
23 concerned about everything that I'm responsible for.

24 Q I'm just asking about -- when did you first
25 become concerned that you had a conflict of interest

1 arising from the Power of Attorney and the Joint Venture
2 Agreement?

3 MR. DEARING: Misstates --

4 MR. ANTONI: I'm not trying to misstate. Let
5 me withdraw the question. I'll re-ask it.

6 BY MR. ANTONI:

7 Q When did you first develop a concern that there
8 might be a conflict of interest?

9 A My mindset is of absolute concern 24/7, sir.
10 There's concerns for everything I do for this trust.

11 Q So from the outset of your relationship with
12 Mr. Mansdorf, you had a concern about conflict of
13 interest?

14 A Any agreement, any paperwork, anything related
15 to Mansdorf. Anything I'm doing at all times is --

16 Q I'm not asking you that broad of a question.
17 I'm asking you a much narrower question.

18 When did you first become concerned that you
19 had a conflict of interest arising in connection with
20 the Joint Venture Agreement?

21 MR. DEARING: You're still misstating, Counsel.

22 MR. ANTONI: I didn't quote him.

23 MR. DEARING: But it assumes that he believes
24 there is a conflict of interest. Your question did --

25 MR. CACCIATORE: It's what he says in the

1 e-mail.

2 THE WITNESS: When did I? I don't believe that
3 I have any specific concern. If I pointed it out at
4 that time of the e-mail, that's because that was a
5 document that was subject to the documents that I
6 believe should be reviewed at that time.

7 I'm not mentioning documents. That's pretty
8 much where I stand. I didn't have any specific time of
9 concern. At that time I had to set forth every
10 document. Whatever I could recall, am I missing
11 anything? I was concerned that I made sure I included
12 everything. That's all. It seems to me to be a pretty
13 important document.

14 BY MR. ANTONI:

15 Q Looking at the next paragraph B. "Although I'm
16 honored to be included in the Mansdorf Family Trust, I'm
17 not too sure if that too could be a potential problem.
18 Please advise."

19 A Yes. Here again -- I mean, untraveled waters.
20 I don't know what a family trust is about. I'm not a
21 legal trained mind. And Mr. Mansdorf and Mrs. Mansdorf
22 thought to leave the property in the trust and to amend
23 the trust. And with them -- with that said, I said
24 okay.

25 And so here again, I'm asking -- I'm telling

1 the attorney, I'm saying, "Hey. I don't know if this is
2 the correct way to proceed. Here's the Joint Venture
3 Agreement. Here's the trust document. Please talk to
4 Mr. and Mrs. Mansdorf. This is everything I know.
5 We're coming to you; you're an attorney. I don't want
6 undue influence. I don't know what to do." And I --
7 what more can I say?

8 Q Okay. Now, in October 2009, were you included
9 in any capacity in the Mansdorf Family Trust?

10 A Not that I recall.

11 Q You weren't a trustee yet; correct?

12 A I don't believe so.

13 Q You weren't a successor trustee?

14 A I don't believe so.

15 Q And you weren't a beneficiary?

16 A I don't believe so.

17 Q Okay.

18 A When was the first amendment to the trust?
19 Flattery's amendment? What was the date of that? I
20 don't know -- you're giving me dates that I'm not sure.
21 I have to look at documents in order to answer that.

22 Q Okay. I can do that. I'm not trying to --

23 MR. DEARING: Why don't you tell him the date.
24 That will help us, if we know.

25 MR. ANTONI: Of which document?

1 THE WITNESS: The amendment of the trust.
2 Flattery's.

3 MR. ANTONI: I believe it's 2010.

4 MR. DEARING: No, it's 2009.

5 THE WITNESS: Then my answer is correct.

6 MR. ANTONI: Okay. Because there's an
7 October 21st, 2010 amendment.

8 MR. DEARING: Yeah. Flattery's is 2009.

9 MR. ANTONI: If Flattery's is 2009, then it's
10 all in connection with this time period.

11 MR. DEARING: Yeah, but it will help.

12 MR. ANTONI: Why don't we take a break. We'll
13 get the witness reference. Let's go off the record for
14 a second.

15 (Break held off the record
16 from 11:21 a.m. to 11:23 a.m.)

17 MR. ANTONI: Go back on the record.

18 BY MR. ANTONI:

19 Q Mr. Gonzalez, during the break we took a look
20 at what was previously marked as Exhibit 16, which is
21 the seventh amendment. And just for point of reference,
22 that seventh amendment to the Mansdorf Family Revocable
23 Trust was dated July 29, 2009. And in that document you
24 are identified as the second successor trustee. Okay.

25 A Okay.

1 Q All right. So with that reference, does that
2 help to refresh your recollection as to what your
3 involvement was with the Mansdorf Family Trust in
4 October 2009?

5 A Not really. So I was a successor trustee?

6 Q Correct.

7 A September 29th --

8 Q July 29, 2009.

9 A Okay.

10 Q That document identified you as the second
11 successor trustee.

12 A Okay. July 29, 2009. All right. So what is
13 it you're asking me?

14 Q So with that reference, why did you -- were you
15 concerned that there was a potential problem in serving
16 as second successor trustee?

17 A I don't recall. I don't know.

18 Q Did you have any concerns that there might be a
19 conflict of interest between you acting as trustee while
20 simultaneously being a party to the Joint Venture
21 Agreement?

22 A I always had concerns. And I wasn't sure
23 that -- I didn't really have legal counsel.
24 Mr. Flattery was more, like -- was Mr. Mansdorf's
25 attorney, and I was just trusting that whatever

1 Mr. Mansdorf had conveyed to Mr. Flattery was going to
2 be sufficient.

3 And concerns? I always had concerns that
4 everything was -- was going to be as Mr. Mansdorf and I
5 understood, but there were concerns.

6 Q Did Mr. Flattery ever indicate to you that he
7 believed a conflict existed which precluded you from
8 simultaneously being a party to the Joint Venture
9 Agreement and a trustee?

10 A No.

11 Q Did Mr. Flattery ever respond to these
12 inquiries in any way?

13 A I don't recall. But it was very smooth, so I
14 was comfortable with Mr. Flattery and everything he had
15 done for Mr. Mansdorf. Mr. Mansdorf appeared to be
16 comfortable.

17 MR. ANTONI: I'd like to mark as next in order
18 an e-mail dated November 4th, 2009, from Mr. Gonzalez to
19 Mr. Flattery and a number of other recipients.

20 THE REPORTER: This is Exhibit 45.

21 (The document referred to was marked as
22 Plaintiff's Exhibit 45 for identification and
23 attached and made a part of the deposition.)

24 BY MR. ANTONI:

25 Q Mr. Gonzalez, did you prepare this e-mail that

1 we've marked as Exhibit 45?

2 A It appears that way.

3 Q And did you send it to Mr. Flattery,
4 Mr. Mullen, Mr. Mence, Mr. Etter? Let me ask you -- let
5 me rephrase the question.

6 Do you know who CBW333@gmail?

7 A I don't remember that, no.

8 Q How about brett@shawcapitalinc?

9 A He was an individual that was trying to help me
10 at that time.

11 Q How was -- what was --

12 Do you know Brett's full name?

13 A No.

14 Q And how was Brett attempting to help you at
15 that time?

16 A He was involved in financing and trying to help
17 with our -- with any financing moving forward for
18 Malibu.

19 Q So you approached Shaw Capital at some time
20 about securing -- obtaining financing security against
21 the Malibu property?

22 A For the future development of the property,
23 yeah. Yes.

24 Q When did you first approach Shaw Capital?

25 A I don't remember.

1 Q And did Shaw Capital ever agree to provide
2 financing?

3 A They couldn't do anything because of the clouds
4 on title.

5 Q Why did you send this e-mail?

6 A I don't know. Whatever -- I think if you read
7 it, it will lay it out.

8 Q Why -- do you have any recollection as to what
9 necessitated you providing what you described as a brief
10 overview of your relationship with the Mansdorfs?

11 A Whatever the reason was, I sent it; and that's
12 how I felt at the moment. That would be the answer.

13 Q Now?

14 A I think I was trying to express how severe the
15 matter was and how I needed help. I was always trying
16 to do that.

17 Q Well, you conclude the e-mail with, "The
18 amended joint venture is a most important document which
19 both Harry and I are eager to execute to set the record
20 straight, and both thank you for your role in this most
21 critical stage of the affair."

22 Why was the amendment to the joint venture such
23 an important document in November 2009?

24 A November 2009. When did we get the judgment in
25 the Giacomazza case?

1 Q January 2010.

2 A That's when it was entered; right? Oh, okay.
3 I don't know. Depends on all the particulars. I mean,
4 for me to recall everything.

5 Q What was the question again?

6 A Why was it important?

7 Q Yeah. Why was it so important at that time?

8 A Here again, I was uncomfortable with the fact
9 that Arie Lohen Marco had drafted that Joint Venture
10 Agreement. And I didn't understand all the legal
11 language and all the paragraphs and everything. I was
12 just looking for help.

13 MR. ANTONI: I'd like to mark as next in order
14 a letter from Mr. Flattery to Mr. Mansdorf dated
15 November 5th, 2009.

16 THE REPORTER: This is Exhibit 46.

17 (The document referred to was marked as
18 Plaintiff's Exhibit 46 for identification and
19 attached and made a part of the deposition.)

20 BY MR. ANTONI:

21 Q Mr. Gonzalez, do you -- prior to today, have
22 you seen Exhibit 46?

23 A First time I would've seen this would have been
24 with -- as I recall, with my attorney Mr. Dearing. It
25 came in the file.

1 Q Okay. So you don't recall reviewing this
2 correspondence at the time of consent; correct?

3 A I don't recall, no.

4 Q Do you recall you and Mr. Mansdorf agreeing on
5 a final draft amendment to the Joint Venture Agreement
6 in -- sometime in the fall of 2009?

7 A The only thing I recall is trying to figure out
8 what the La Tuna Canyon matter was about. And I was
9 knee deep in trying to figure out exactly what had
10 happened there. So everything with relations to the
11 Joint Venture Agreement with respects to the Malibu
12 property and the Alta property, they were clear. There
13 was nothing ever changed that I recall.

14 Q If you could look at the last full paragraph of
15 Mr. Flattery's letter to you -- excuse me.
16 Mr. Flattery's letter to Mr. Mansdorf. Where it says,
17 "Please review this most recent draft."

18 Now, are you aware of Mr. Mansdorf locating
19 another attorney to review the proposed amendment to the
20 Joint Venture Agreement?

21 A To do what now?

22 Q I'll read the language. It says, "I have been
23 advised that you have located another attorney who will
24 review this document with you, as an independent
25 counsel, as suggested by your former attorney John C.

1 Torjesen."

2 MR. CACCIATORE: What paragraph is that?

3 MR. ANTONI: The last full paragraph of the
4 letter.

5 THE WITNESS: I don't remember that.

6 BY MR. ANTONI:

7 Q Do you recall --

8 MR. DEARING: This is addressed to Harry,
9 though.

10 THE WITNESS: Right.

11 MR. ANTONI: I understand that.

12 BY MR. ANTONI:

13 Q I'm asking, do you have any recollection --

14 A No.

15 Q You were assisting Mr. Mansdorf in engaging
16 counsel; correct?

17 A Yeah. That's why I forwarded e-mails to Bob
18 Mullen, because Mr. Mullen was an attorney record for
19 Mr. Mansdorf, so that might have been it.

20 Q Okay. Do you know if anyone provided
21 independent counsel to Mr. Mansdorf in connection with
22 the proposed amendment to the Joint Venture Agreement?

23 A No, I do not know.

24 Q Do you know why Mr. Torjesen had expressed any
25 concerns about the need for independent counsel to

1 Mr. Flattery?

2 A No, I do not.

3 Q Were you aware of that fact at that time?

4 A I was always an open book with Mr. Torjesen,
5 all of Mr. Mansdorf's attorneys, so.

6 Q I don't believe that's responsive. Were you
7 aware that Mr. Torjesen had expressed concerns to
8 Mr. Flattery about the need for independent counsel in
9 connection with the Joint Venture Agreement?

10 A No. But in hindsight, I can see why his
11 concern is being everything he did, but at that time,
12 no.

13 Q Did Mr. Torjesen ever make any statements to
14 you that he believed there was some risk that you might
15 be taking advantage of Mr. Mansdorf?

16 A On that note, Mr. Torjesen -- I wanted to make
17 sure that, I believe, that that wouldn't be a problem in
18 the future. So I think that's what he was expressing,
19 but he didn't express there to be a problem, but more so
20 make sure it wouldn't be a problem, I guess. And I'm
21 just guesstimating now.

22 Q Did Mr. Torjesen ever express to you concerns
23 about the enforceability of the Joint Venture Agreement?

24 A No, not that I recall. I'd have to look at
25 e-mails, but no. None until -- all his concerns came

1 after I fired him.

2 Q Without paying him; correct?

3 A That wasn't the case.

4 Q You paid Mr. Torjesen?

5 A I paid him, yes.

6 Q How much did you pay him?

7 A I paid \$29,000, and I never saw a bill from his
8 office. And I understood what we owed him only after
9 I -- maybe a year later through fee arbitration where he
10 said we owed him \$163,000.

11 But the money for Mr. Torjesen -- the \$2
12 million, that was bonus. It wasn't part of his retainer
13 agreement.

14 Q That was the letter that you drafted; correct?

15 A That is correct.

16 Q And you won the case; correct?

17 A That is correct.

18 Q And you didn't pay him the \$2 million?

19 A The \$2 million was a -- how he was going to be
20 paid, was set out in the actual bonus letter agreement,
21 which was going to be from takeout financing and/or the
22 sale of the property of which none of the two ever
23 occurred, because the property to this day remains
24 encumbered by one problem or another.

25 Q So, to your knowledge, has the Malibu property

1 since it was returned to the trust, has it been --

2 From the date January 2010, when the Malibu
3 property was returned to the trust, up to the date of
4 the sheriff sale, was any interest in that property
5 transferred during that time period?

6 A The only interest that would have been
7 transferred would have been by and through the filing of
8 the Joint Venture Agreement deed that was utilized for
9 whatever purpose at that time.

10 Q Okay. So prior to the recording of the --

11 A That I knew of, no.

12 Q And you recorded that, roughly, in November of
13 2012; right?

14 A Whatever the date is indicated on the document.

15 Q So from January 2010 until you recorded your
16 grant deed, the property remained in -- the Malibu
17 property remained in the Mansdorf Family Trust; correct?

18 A Correct.

19 Q Can you turn to what was previously marked as
20 Exhibit 36. You can use this transcript if it's easier
21 for you to locate.

22 And just for the record, the document I'm
23 referring to is a draft Joint Venture Agreement which is
24 undated except to reference the year 2009.

25 Mr. Gonzalez, do you recognize this draft

1 document?

2 A It looks familiar. It looks like the document
3 that was prepared by Mr. Flattery.

4 Q And this document was never executed; correct?

5 A That's correct.

6 Q Why not?

7 A I don't know. We got caught up in other
8 matters plaguing the Mansdorf Family Trust. And I don't
9 know. I don't recall.

10 Q Do you have any recollection that in the
11 initial Joint Venture Agreement that there was a right
12 of survivorship that was included for Linda Mansdorf?

13 A I don't know.

14 Q Can you turn to the third page under Article 3.
15 And I'm looking specifically at the interest of the
16 parties. You see there where it says, "Mansdorf Trust
17 50 percent. Jaime De Jesus Gonzalez 50 percent."

18 Did you have an understanding that that was how
19 the Malibu property was owned as of November 2009?

20 A From the time I performed my duties, which was
21 quieting the title against Giacomazza, that seems to be
22 Mr. Mansdorf for the trust. That seems to be correct.
23 I mean, that's why we went to Flattery to make sure
24 that's what it interpreted. Here again, I wasn't a
25 trained legal mind.

1 I had a 50 percent interest. Mr. Mansdorf's
2 wishes to where his interest lied was up to him.

3 Q Looking at Article 19, which is on the --
4 roughly on Page 11. And I'm looking at the first
5 paragraph of section 19.1. And do you see the language
6 that says, the joint venture would continue for an
7 additional period of 42 months, and that thereafter it
8 would terminate if certain conditions were met. Do you
9 see that line?

10 A Okay. I see it.

11 Q And do you know why there was a 42-month
12 termination provision included in this draft?

13 A Not really.

14 Q Did you have any discussions with either
15 Mr. Flattery or Mr. Mansdorf regarding the entitlements
16 to be -- entitlements necessary to develop the project?

17 A We knew there was going to be some work in a
18 costly affair.

19 Q Did you believe at that time that those
20 entitlements could be obtained in three and a half
21 years?

22 A That's what I was being led to believe at that
23 time. I had never quieted entitlements for a property
24 ever. So I've had zero experience. Three and a half
25 years seemed like a lot.

1 However, now, given what I know with the
2 Coastal Commission, Santa Monica Mountains Conservancy,
3 and all the entitlements required, I would say that's a
4 very tough task for three and a half years.

5 MR. ANTONI: I'd like to mark as next in order
6 an amendment to the Mansdorf Family Revocable Trust
7 dated October 21st, 2010.

8 THE REPORTER: This is Exhibit 47.

9 (The document referred to was marked as
10 Plaintiff's Exhibit 47 for identification and
11 attached and made a part of the deposition.)

12 BY MR. ANTONI:

13 Q Mr. Gonzalez, I'll just represent that this was
14 produced by Brown and Streza.

15 Do you recognize Exhibit 47?

16 A I've seen it, yes. I recall it.

17 Q Do you know who prepared this document?

18 A I believe Mr. Mansdorf and I prepared it there
19 at his home. And this is a document that, here again,
20 we would have taken to the attorneys after we thought we
21 were doing the right thing, and said, "Hey. This is
22 kind of what we think we're supposed to do, but we're
23 not sure. Can you make sure we're doing things right?
24 And could you please help us interpret what we're trying
25 to interpret."

1 So the document, be it what it is, was provided
2 to Mr. Mansdorf's counsel so that they can make sure
3 that they incorporated it into whatever it is would be
4 the final draft of whatever it became.

5 Q So you physically typed this amendment?

6 A With Mr. and Mrs. Mansdorf at my side.

7 Q But they didn't do any of the typing; correct?

8 A That is correct.

9 Q Did they make any edits?

10 A Whatever edits were made would have been made.
11 I would assume that several were made.

12 Q I'm not asking you if you assume. Do you have
13 a recollection of --

14 A I don't know.

15 Q -- Mr. Mansdorf or Mrs. Mansdorf providing any
16 request for changes to this document?

17 A Mrs. Mansdorf is a stickler for typos, so
18 whatever it was, it was done at that time. It would
19 have been then at that time.

20 Q Why in October 2010, did you believe it was
21 necessary to amend the Mansdorf Family Revocable Trust?

22 A I don't remember. I'd have to read it.

23 Q Well, please read it.

24 A This was at the conclusion of the Giacomazza
25 case. And I believe that I felt I had performed my

1 duties to secure the rights back to the property having
2 quieted the title against Michael Giacomazza and/or all
3 of his bogus entities.

4 Q Well, this was almost a year later. This was
5 almost a year and a half after trial in that case.

6 A So what.

7 Q You said it was immediately following, that the
8 property had already been returned to the trust in
9 January 2010?

10 A Scratch the word "immediately."

11 Q What was the purpose of this -- of the
12 document? Why did you sign a draft?

13 A Why what?

14 Q Why did you need to draft this amendment?

15 MR. DEARING: He's answered that already.

16 THE WITNESS: I pretty much answered it, yeah.

17 BY MR. ANTONI:

18 Q Well, okay. So, for example, why are you
19 referencing in the third and fourth paragraphs the
20 acquisition price? The buyout price being reduced from
21 45 million to 22 and a half million. The 45 million,
22 that was a provision contained in the original Joint
23 Venture Agreement; correct?

24 A Correct.

25 Q So why would you be amending the trust to cut

1 that amount in half?

2 A The document, be it this document, was provided
3 to Mr. Mansdorf's attorneys. I don't know where you got
4 this document. I don't recall. It was the Flattery --
5 probably the Brown and Streza file. And whatever it was
6 Mr. Mansdorf and I were trying to convey at that time,
7 we set it forth to counsel via Brown and Streza.

8 So whatever it is that this document interprets
9 was drafted. And whatever the final draft documents of
10 the trust are and whatever my arrangements are. So
11 however it was interpreted at the end is exactly -- this
12 was factored in.

13 Q You don't go see -- Brown and Streza doesn't
14 become involved until 2011, so let's focus on --

15 A But this was given to Brown and Streza. That's
16 who provided this document.

17 Q I understand. I understand that. But this
18 document existed before you gave it to Brown and Streza;
19 correct?

20 A Yes.

21 Q Before you knew of Brown and Streza?

22 A Yes. That's why --

23 Q So I'm going to stay at that point in time.
24 Why did you amend the family revocable trust to reduce
25 the buyout option and Joint Venture Agreement by

1 50 percent?

2 A Because I now owned half.

3 Q Why would you need to amend the revocable
4 trust?

5 A Ask my attorney. I'm not an attorney.

6 Q But you --

7 A That's why I went to an attorney to fix
8 whatever it is we were trying to do.

9 Q But earlier you told me, in connection with
10 Mr. Flattery, that you were staying out of any drafting
11 relating to the trust. Do you remember that testimony?

12 A I also said the only thing I was subject to was
13 the Joint Venture Agreement. And he was to interpret
14 whatever the Joint Venture Agreement was into whatever
15 it is that we were doing.

16 We didn't know if we should be moving the
17 property out of the trust or do whatever. Here's the
18 Joint Venture Agreement. Here's where we're at. Here's
19 what's going on. How do we come with the correct
20 solution here to what it is Mr. Mansdorf is trying to
21 do. And what I'm entitled to for my services.

22 Q Did you contemplate at that point in time
23 returning to Mr. Flattery who had already prepared --

24 A I don't recall.

25 Q You don't recall. So did you ever raise

1 reducing the buyout fee from buyout sum from 45 million
2 to 22 and a half million with Mr. Flattery?

3 A I don't recall.

4 Q Was there an event --

5 A I don't know if the case was over at that time.
6 I hadn't achieved --

7 Q Well, you already had the statement of decision
8 in August of 2009; correct?

9 A I don't know. But if that's what it is, that's
10 what it is.

11 Q That is what it is.

12 A Okay.

13 Q And you were seeing Mr. Flattery because you
14 were aware of what the outcome was in this case. The
15 judgment hadn't been entered, but you were already aware
16 of the statement of decision?

17 A You know, in looking at the previous e-mail
18 where I had included Bob Mullen as another attorney, and
19 Bob Mullen was the attorney that referred Brown and
20 Streza. So whatever it was that we were trying to do --
21 Mr. Mansdorf went to attorneys to make sure that
22 whatever it is we were trying to do -- or he was trying
23 to do, or our agreement was, we went to the best
24 professional we could find to help us interpret what it
25 was that we were trying to do or achieve.

1 Q Okay. But why did you have Mr. Mansdorf sign
2 this document if you were going to then seek counsel's
3 review?

4 A I didn't have Mr. Mansdorf sign anything.
5 Mr. Mansdorf signed documents on his own free will by
6 his wife.

7 Q But why -- if you're drafting this document,
8 why not have counsel review it first before Mr. Mansdorf
9 executes it and makes it enforceable?

10 A Counsel corrected and did whatever they did in
11 a timely fashion. It's a moot point.

12 Q Well, they had to revoke this document;
13 correct? Isn't that what Brown and Streza had to do?

14 A That's why we went there.

15 Q So let's focus on before you --

16 A We're not trained legal minds.

17 Q Why -- what was the reason for you preparing
18 this document and for Mr. Mansdorf signing it?

19 A I don't recall outside of the fact that I had
20 achieved a certain milestone, which was getting the
21 property back. And we didn't know whether to take the
22 property out of the trust, put it in his name, in my
23 name, what to do. We were at loss for words. We didn't
24 know what to do. So to the best of what we could do --
25 we said, "Well, maybe this is correct. Okay. Well --

1 but you know what? In case it's not, why don't you
2 go -- Bob. Mr. Mullen, can you please help Mr. Mansdorf
3 to make sure we're doing this correctly, because I
4 really don't know. And Mr. Mansdorf and I would like to
5 make sure that moving forward we don't have any
6 problems."

7 Lo and behold, he goes to Brown and Streza.
8 They come with whatever it is. We're both good by it.
9 We don't have a problem with it. The only people that
10 have a problem with it are the people trying to steal
11 the property.

12 Q Why -- what did Mr. Mansdorf receive in
13 exchange for the 50 percent reduction in the buyout
14 price in an indefinite extension?

15 A Really? He didn't own the property anymore.
16 How about getting the property back. He had nothing.

17 Q Wasn't that the original term, that there was
18 going to be this buyout option for 5 million in exchange
19 for getting the property back; correct? Wasn't that one
20 of the terms in the Joint Venture Agreement?

21 A Correct.

22 Q What, in addition, to what the two of you
23 already agreed, did Mr. Mansdorf receive in exchange for
24 conceding 50 percent of the buyout option and having an
25 unlimited extension?

1 A I didn't go into the Joint Venture Agreement to
2 just have the option to buy the property. If I was to
3 get the property back, I would become 50 percent vested
4 in the property. This isn't rocket science.

5 MR. DEARING: Jaime.

6 THE WITNESS: Yes, sir.

7 BY MR. ANTONI:

8 Q I think you're missing the point. Let's focus
9 on the buyout option. The original agreement gave you a
10 one-year buyout option of \$45 million; correct?

11 A If I bought it out before we got the property
12 back. If I could arrange for the buyer of the property,
13 it would be whatever it was in terms of the -- of the
14 escrow documents; right? Now, all of a sudden, we got
15 the property back.

16 Q Now, why -- why in --

17 A Do you want me to answer the question for you?

18 MR. DEARING: Jaime.

19 THE WITNESS: Sorry.

20 BY MR. ANTONI:

21 Q So why in October 2010 was the buyout price
22 reduced by 50 percent and an unlimited duration to
23 exercising?

24 A Number one is because I now had attained a
25 50 percent vested interest in the property by getting --

1 having perfected the quieting of the title against
2 Mr. Giacomazza and his entity.

3 Q But that's what the original Joint Venture
4 Agreement contemplated; correct? I mean, you took a
5 grant deed at the time you signed it.

6 A And so I got it for 50 percent.

7 Q What I'm asking -- what did Mr. Mansdorf get in
8 exchange for this concession of 50 percent of the buyout
9 and an unlimited extension of your right to exercise?

10 A The property back.

11 Q But that had already happened.

12 A How did it happen?

13 Q Because the property had been returned to the
14 Mansdorf Trust in January 2010.

15 A Okay. So we were clearing up our agreement we
16 supposed. It was, like, "Okay. We got the property
17 back, Mr. Mansdorf. It was 45 million. Now, it's -- I
18 got it back, so now we're, like, 50/50 vested into the
19 property." That's what I understood. That's what he
20 understood.

21 So then we go to the attorneys and say, "Hey,
22 we're 50/50 vested. How do we fix this?" And so these
23 are the documents that we tried to set forth to try and
24 fix it. And if we did something wrong, so we went to
25 the attorneys and said, "Hey, this is what we think we

1 have. Can somebody make sure we're doing things
2 properly?"

3 Q Okay. So he didn't receive any new benefit;
4 correct?

5 MR. DEARING: Calls for a legal conclusion.
6 BY MR. ANTONI:

7 Q I just want to know what he received in
8 October 2010 for giving up half the buyout option?

9 A How about his property back. He didn't own
10 anything.

11 Q Well, he already had the property back;
12 correct?

13 A I got it back and we never revisited. We
14 thought we needed to correct our agreement. We had gone
15 to Flattery to do it. We had gone here to do it.
16 Wasn't sure if we were doing things right. So then we
17 did this document here. And then we said, "Well, we're
18 not sure we're doing things right. Let's go to Brown
19 and Streza." Brown and Streza interpreted the documents
20 and, lo and behold, voilà. You have the final
21 amendment, and it is what it is.

22 Q Did you prepare any other amendments?

23 A I don't know.

24 Q To the Mansdorf Family Trust?

25 A Only whatever Mr. Mansdorf asked me to do.

1 Q Mr. Mansdorf requested Exhibit 47?

2 A What is Exhibit 47?

3 Q What we were just looking at.

4 A Oh, this one? Okay. I believe so. He was --
5 we were trying to interpret whatever our deal was. And
6 we were also moving forward to secure now the rights to
7 the La Tuna Canyon property.

8 That's what it looks like might have been
9 happening here. Okay. So we got the Malibu property
10 back. We're 50/50 now. Let's move forward and let's go
11 get La Tuna Canyon.

12 And I was moving headstrong to get La Tuna
13 Canyon, but then Weinberg slipped in and did the deal of
14 the century.

15 MR. ANTONI: Hold on to that document. I'm
16 going to mark as next in order a document dated
17 April 27, 2011, titled Notice of Revocation of Trust.

18 THE REPORTER: Exhibit 48.

19 (The document referred to was marked as
20 Plaintiff's Exhibit 48 for identification and
21 attached and made a part of the deposition.)

22 BY MR. ANTONI:

23 Q Again, I'll represent that Brown and Streza
24 produced this document.

25 Have you seen Exhibit 48 prior to today?

1 A I saw it at Mr. Dearing's office about a week
2 ago.

3 Q Now, looking at this document it references,
4 "This notice is to inform you that we have revoked the
5 H and L Mansdorf Family Trust dated May 12th, 2010, in
6 its entirety."

7 As I read that document, it's not referring to
8 the amendment that we attached as Exhibit 47; correct?

9 A That's correct.

10 Q All right. Was there a separate revocation of
11 Exhibit 47 that you're aware of?

12 A No.

13 Q So is it your understanding that the -- that
14 the amendment you prepared remains an amendment to the
15 Mansdorf Family Trust at least -- strike that.

16 In April 2011, Brown and Streza prepared the
17 amendment restatement to the Mansdorf Family Revocable
18 Trust. Do you recall that?

19 A Yes.

20 Q Is it your understanding that that document
21 superseded and basically voided Exhibit 47?

22 A It's my understanding that Brown and Streza's
23 amendment voided everything and supersedes everything
24 and it's whatever in those documents that rules.

25 Q Now, did anyone at Brown and Streza ever

1 indicate to you why -- that there were any problems with
2 the amendment that you had prepared?

3 A No.

4 Q What role did you have in the preparation of
5 the amendment restatement? And it's Exhibit 18 we
6 previously attached, if you want to look at it for
7 reference.

8 A Is this it right here? What role did I
9 perform?

10 Q What role did you have in connection with the
11 preparation of this document?

12 A I provided all the documents that I was aware
13 of that affected the trust to include my Joint Venture
14 Agreement with Mr. Mansdorf and everything that I was
15 aware of.

16 Q Anything else? Did you have any input
17 concerning any of the terms?

18 A Zero.

19 Q Did you provide any feedback concerning the
20 assets that are identified in that document?

21 A Only what I was aware of.

22 MR. ANTONI: Okay. Mark as next in order an
23 e-mail dated June 11th, 2011, from a Kristin MacDonald,
24 a paralegal at Brown and Streza, to Mr. Gonzalez.

25 ///

1 (The document referred to was marked as
2 Plaintiff's Exhibit 49 for identification and
3 attached and made a part of the deposition.)

4 BY MR. ANTONI:

5 Q Do you recall receiving this e-mail from
6 Ms. MacDonald?

7 A Vaguely.

8 Q And you see in the second paragraph she
9 identifies, I have attached for your reference drafts of
10 the schedule A and schedule B --

11 (Telephonic Interruption.)

12 A May I interrupt you for one second? It's
13 Mrs. Mansdorf. I have to make sure she's all right.

14 MR. ANTONI: Off the record.

15 (Off the record.)

16 MR. ANTONI: Back on the record.

17 When that call came in, I was referencing the
18 second paragraph which says, "I have attached for your
19 reference drafts of schedule A and schedule B, which we
20 have prepared based on the only information we have
21 received to date." And why don't I do this.

22 Let me mark as next in order the draft
23 schedules A and B.

24 THE REPORTER: That will be Exhibit 50.

25 ///

1 (The document referred to was marked as
2 Plaintiff's Exhibit 50 for identification and
3 attached and made a part of the deposition.)

4 BY MR. ANTONI:

5 Q Mr. Gonzalez, do you recognize Exhibit 50?

6 A Vaguely.

7 Q Okay. And these are the drafts schedules A and
8 B to the Amended Restated Mansdorf Family Trust
9 document; correct?

10 A Correct.

11 Q And do you recall providing any input to anyone
12 at Brown and Streza concerning these schedules?

13 A I believe I gave them whatever data I had at
14 the time, and they probably pulled some of this data off
15 of the documents that I provided Mr. Flattery. And some
16 of the like information would have been derived from
17 that.

18 Q Okay. And the schedule A of Exhibit 50, the
19 Ventura County Malibu parcel. That's referring to the
20 APN numbers for the Malibu properties that we're -- that
21 we've been discussing in this litigation; correct?

22 A Correct.

23 Q Now, at any point in time did you advise Brown
24 and Streza that the -- your 50 percent interest in these
25 properties needed to be reflected in the trust

1 documents?

2 A No.

3 Q So you understood that the amended restated
4 trust documents were identifying the Malibu property as
5 completely owned by the Mansdorf Family Trust; correct?

6 A What was that question?

7 Q Sure. Did you understand, at the time you
8 received these schedules, that by their terms they
9 reflected that the Mansdorf Family Trust owned
10 100 percent of the Malibu properties?

11 A By whose terms?

12 Q By the terms of the amendment restatement of
13 the Mansdorf Family Revocable Trust?

14 A I never saw that trust until it was completed,
15 so what terms are you talking about?

16 Q Well, you saw the schedules; correct? You were
17 helping gather this information.

18 A I gave them whatever information I had on the
19 property at the time. So what is your question?

20 Q And you never asked them to revise the schedule
21 to reflect that the Mansdorf Family Trust only had a
22 50 percent interest; correct?

23 A No, I did not. I gave them a copy of my Joint
24 Venture Agreement.

25 Q And they reviewed your Joint Venture Agreement

1 and concluded that the Mansdorf Family Trust had a
2 100 percent interest in the property?

3 A Whatever they concluded is in their final
4 document. Whatever they drafted, be it exhibit --
5 whatever this exhibit is. The Brown and Streza
6 amendment.

7 MR. ANTONI: I'd like to mark as next in order
8 an amendment to Joint Venture Agreement dated -- dated
9 March 8, 2011.

10 THE REPORTER: This will be Exhibit 51.

11 (The document referred to was marked as
12 Plaintiff's Exhibit 51 for identification and
13 attached and made a part of the deposition.)

14 BY MR. ANTONI:

15 Q Mr. Gonzalez, do you recognize Exhibit 51?

16 A I do.

17 Q What is it?

18 A It's an amendment to the Joint Venture
19 Agreement.

20 Q Who prepared this document?

21 A I'm not sure. It could be Brown and Streza.

22 Q I'll represent that this was included in Brown
23 and Streza's file that was produced.

24 Do you have a recollection of asking that firm
25 to prepare this document?

1 A No, sir.

2 Q Do you know why this document was prepared?

3 A I believe it was prepared in association and
4 conclusion of the Joint Venture Agreement between Harry
5 and I. The trust.

6 Q Okay. And what was the rationale for reducing
7 the purchase price from 45 million to 22 and a half
8 million?

9 A Question and answer. I've answered that, like,
10 five times today.

11 Q I don't think I've asked you that question.

12 A You don't recall \$45 million being --

13 Q Just answer my question. What was the logic
14 for reducing it from 45 million to 22 and a half
15 million?

16 MR. DEARING: We're going to say it one more
17 time.

18 THE WITNESS: What was that, Mr. Dearing?

19 MR. DEARING: I said we're going to say it one
20 more time.

21 THE WITNESS: Okay. One more time.

22 Upon quieting the title to the Malibu property
23 against Giacomazza and all his entities, it was my
24 understanding per the Joint Venture Agreement that if I
25 could succeed in getting Mr. Mansdorf back his

1 properties that he no longer owned that I would be
2 50 percent invested in, which means I own 50 percent.

3 This document solidifies that Joint Venture
4 Agreement and that I was successful in quieting the
5 title against Mr. Giacomazza and all his bogus entities.
6 I believe we took all of the documents, our Joint
7 Venture Agreement to both Mr. Flattery and to Brown and
8 Streza. They concluded the same and set forth the final
9 amendment to the Mansdorf Family Trust formed on August
10 31st, 1967.

11 MR. ANTONI: I'd like to mark as next in order
12 a memo from Harry Mansdorf and Jaime De Jesus Gonzalez
13 to David A. Brown at Brown and Streza dated March 22nd,
14 2011.

15 THE REPORTER: This is Exhibit 52.

16 (The document referred to was marked as
17 Plaintiff's Exhibit 52 for identification and
18 attached and made a part of the deposition.)

19 BY MR. ANTONI:

20 Q Mr. Gonzalez, a portion to this document are
21 handwritten and others are typed. Do you recognize the
22 handwritten portions of this document?

23 A Yes.

24 Q That's your handwriting; correct?

25 A Correct.

1 Q And the typed portions of this document, you
2 composed this memo or letter, however you would describe
3 it; correct?

4 A The what -- yes.

5 Q And you forwarded it to Mr. Brown?

6 A Correct.

7 Q And you see that -- the fax number? So you
8 faxed it to him; is that correct?

9 A From Mr. Mansdorf's house with Mr. Mansdorf at
10 my side.

11 Q Possible challenge -- possible challenge to the
12 Mansdorf Family Revocable Trust Amendment. What
13 challenge were you concerned about -- strike that.

14 What challenge were you referencing when you
15 included that "re" line?

16 A One such as the one before me at this time.
17 Somebody trying to steal the property. Looking for some
18 reason to figure out that I was doing something wrong.

19 Q And why were you concerned in March 2011 that
20 somebody might think you had done something wrong?

21 A Not that they think I did something wrong, but
22 rather try and construe that I was doing something
23 wrong. Why? Because my history with the Mansdorf
24 Family Trust. They've been trying to steal this
25 property from the family since 1976. I've seen just

1 about everything you can imagine.

2 Q Had anybody expressed any intentions of
3 challenging the enforceability of the Mansdorf Family
4 Revocable Trust Amendment?

5 A Not that I recall.

6 Q Why did you send this to Mr. Brown?

7 A For whatever reason I wrote on there. It's
8 self-explanatory, is it not?

9 MR. DEARING: Just answer the question.

10 THE WITNESS: Concerns.

11 BY MR. ANTONI:

12 Q Okay. Let's look at -- you identify on the
13 first page, "Facts. Number one: I may be considered a
14 caregiver to Harry Mansdorf. I've been told that I am
15 the primary reason that Harry is alive today. And I am
16 often the person who has taken Harry to the hospital and
17 doctors, obtain his medications and provides for legal
18 assistance, et cetera.

19 Two: Persons who might challenge Harry's
20 intentions to turn ownership and control of the Mansdorf
21 Family Estate to caregiver Jaime Gonzalez are aware of
22 Jaime Gonzalez' caregiver role during the past and
23 present period.

24 And three: I have been told that there are
25 precedent-level cases that have determined that a

1 caregiver can be presumed to have exerted undue
2 influence if the caregiver obtains significant benefit
3 from the relationship. Is this information correct?"

4 What persons are you referring to in Paragraph
5 2 who might challenge Harry's intentions?

6 A I don't recall. Just general caregivers are,
7 at times, have been known to steal estates, I've heard.
8 People that are close -- and there was no -- it was no
9 mystery that Harry and I were really close.

10 And I took care of him. I admitted him into
11 the hospital many times. And I was a significant
12 benefactor of the assets of the trust, and it was of
13 concern to me to bring this matter forward and shed as
14 much light on it as possible.

15 And this was a form of me coming forthright to
16 counsel before us to ensure that they looked at all
17 possible means when setting forth whatever the amendment
18 to the trust was going to be.

19 I said, "Hey. Listen, I really care for this
20 man. I really -- I take him to the bathroom. I do
21 everything for this guy. I've saved him from all these
22 bad people." And I certainly -- if anyone were a
23 caregiver, that would be me.

24 Q And you're referring -- you're saying people
25 who might challenge are aware of Jaime Gonzalez'

1 caregiver role?

2 A You are now.

3 Q You didn't know me in March 2011.

4 A But I saw you coming.

5 Q In March of 2011, other than through your
6 clairvoyant powers, did you understand it might be a
7 challenge to you taking any interest through the
8 Mansdorf Family Trust?

9 A Anyone trying to steal it moving forthright.

10 Q So you're just writing in the abstract, but
11 these people who are aware of Jaime Gonzalez' caregiver
12 role, you can't tell me the names of any of them,
13 sitting here today?

14 A Caregiver role? If anybody was asked if I was
15 a caregiver? That would be Mrs. Mansdorf, but she
16 wasn't concerned about me taking advantage of him.

17 Q Anybody else?

18 A No. That I can think of, no. It was more so
19 just so looking in the abstract.

20 Q Did you have a concern that upon Harry's
21 death --

22 A I had the concern --

23 Q Hold on. Let me finish my question.

24 A -- that I would be right here in front of you.

25 Q Did you have a concern that Linda Mansdorf

1 might raise challenges to you taking any portion -- any
2 property interest through the Mansdorf Family Trust?

3 A None whatsoever.

4 Q And other than Mrs. Mansdorf, is there any
5 other person who you can think of who you were referring
6 to in Paragraph 2 as people that were aware of you as a
7 caregiver who might challenge your interest in any of
8 the Mansdorf Trust property?

9 A I knew that if they were going to identify a
10 caregiver, it would definitely be me. And I knew that
11 if somebody was going to try and steal the property,
12 they would try and make that bridge; and lo and behold,
13 here we are.

14 Q And you understood that by the terms of the
15 Joint Venture Agreement and then the amendment to the
16 revocable trust that Brown and Streza prepared that you
17 were going to be receiving a significant benefit;
18 correct?

19 A Well, I earned 50 percent. That's pretty
20 significant.

21 Q Did anyone at Brown and Streza ever answer any
22 of your questions?

23 A Nope. They didn't see it as a concern,
24 obviously.

25 Q Did you ever have any communications with David

1 Brown?

2 A Not really, no. None whatsoever.

3 Q Did you ever pay back Brown and Streza any
4 money?

5 A Paid them \$4,000.

6 Q Did you? Not the Mansdorfs. Did you
7 personally pay them?

8 A I borrowed \$4,000 to pay them because
9 Mr. Mansdorf had no money.

10 Q Who did you borrow the money from?

11 A I borrowed the money from my mother. In fact,
12 I put that on her American Express card, and I never
13 paid her back because I didn't have the money. And we
14 still owe Brown and Streza \$4,000.

15 Q But they terminated services over nonpayment;
16 correct?

17 A No, they didn't. They had completed their
18 services. I believe they know they're gonna get paid.
19 There's a significant amount of money on the table here,
20 sir.

21 Q Have you had any communications with Brown and
22 Streza regarding settling the unpaid balance?

23 A Just once I called them and let them know they
24 were on probate and they should assert their claim so
25 they can get paid.

1 Q Did you ever have any communications with Brown
2 and Streza about including additional beneficiaries in
3 that trust document?

4 A Including?

5 Q Yeah, adding additional names.

6 A No.

7 Q Okay.

8 A The only name that I thought I had was Lillian
9 Sender that was misspelled as Springer, and because that
10 was Harry's cousin. And I -- if you look at one of the
11 amendments, her name was on there; that was his -- that
12 was her close cousin. And that was the only one that I
13 made sure that he was taking care of because that's what
14 it was. The other beneficiaries were included per
15 Mr. Mansdorf and Mrs. Mansdorf's request.

16 MR. ANTONI: I'd like to mark as next in order
17 a document dated March 22nd, 2011, entitled Durable
18 Power of Attorney.

19 THE REPORTER: This is Exhibit 53.

20 (The document referred to was marked as
21 Plaintiff's Exhibit 53 for identification and
22 attached and made a part of the deposition.)

23 BY MR. ANTONI:

24 Q Prior to today, Mr. Gonzalez, have you seen
25 Exhibit 53?

1 A I saw it at Mr. Dearing's office. And I've
2 skimmed through it through the trust documents that
3 Brown and Streza had set forth.

4 Q Were you aware in March 2011 that a second
5 durable Power of Attorney was executed appointing Linda
6 and you as Mr. Mansdorf's attorney in fact?

7 A Vaguely, but I didn't pay too much attention to
8 it.

9 Q Did you have any understanding as to why that
10 document was prepared?

11 A Vaguely, but not -- it's just -- to me it was
12 just legal jargon, just whatever they required of me.
13 We got a whole block of documents. For us to really
14 understand everything is somewhat difficult.

15 Q Other than --

16 A But I would assume it would be in case
17 something was wrong that we would have, you know, the
18 power to act on his behalf.

19 Q Did you ever provide any -- strike that.

20 Did you ever employ any of your Power of
21 Attorney privileges in connection with any financial
22 transactions on behalf of Mr. Mansdorf?

23 A The only one I can recall is one where there
24 was a property that was located somewhere in Glendale,
25 and it was going to tax sale. And we were going to try

1 and sell it. So I executed a -- an agreement with a
2 realtor to try and sell that property for a couple
3 thousand dollars, and nothing came from it. That was
4 the only time that I recall ever exercising any general
5 Power of Attorney whatsoever.

6 Q Did you maintain any bank accounts on behalf of
7 the Mansdorfs?

8 A There was no money. Mr. and Mrs. Mansdorf
9 maintained their own account.

10 Q Did you ever sign any checks on their behalf?

11 A Not while Mr. Mansdorf was alive. Never.

12 Q How about after his death?

13 A After we borrowed money to save the house --
14 and from a private party and we executed the monthly
15 \$10,000 a month that is required via the Janice
16 McClanahan for sale of the Mansdorf Beverly Hills
17 mansion. So we've been, you know, struggling to pay the
18 \$10,000 a month to stay in the house to prevent the
19 theft of the house that she's living in.

20 Q Have you ever taken any money from the
21 Mansdorfs?

22 A Not one penny.

23 Q Okay. Are you aware of any of your
24 acquaintances contacting Linda Mansdorf to indicate that
25 you'd taken a significant amount of money from the Alta

1 property?

2 A Just the money we borrowed.

3 Q Well, do you recall -- you're familiar with a
4 gentleman by the name of Carlos?

5 A Carlos Mendez?

6 Q Yes.

7 A Yes.

8 Q Are you aware of the fact that Mr. Mendez
9 contacted Linda Mansdorf and said that you'd stolen
10 money from their home?

11 A Yes, I am aware of that.

12 Q Have you ever confronted Mr. Mendez?

13 A Yes, I did.

14 Q When did you confront him regarding that?

15 A Couple months back, I think. Maybe five, six
16 weeks. Month and a half maybe.

17 Q Was it prior to or following Mrs. Mansdorf's
18 deposition?

19 A Prior to.

20 Q And when did you first learn that Carlos had
21 made these statements to Mrs. Mansdorf?

22 A I learned it from Mrs. Mansdorf's caretaker,
23 gardener -- live-in caretaker.

24 Q Who's that?

25 A Marvin Sanchez, who came to me and told me he

1 needed to speak to me. What happened, as I recall,
2 Mr. Mendez called me by mistake thinking I was Marvin.
3 Saying, "Marvin, I'm here." So I said Marvin and Carlos
4 talking? So then he hung up, and he called me again by
5 mistake, and he hung up. So then I called Marvin and I
6 said, "Marvin, are you meeting Carlos?" And he said,
7 "No. I'm at work." And the next day Marvin says, "I
8 need to talk to you, Jaime." "What's the problem?"
9 "Well, you have problems. I need to talk to you."
10 I said, "Well, come to my house."

11 So he came to my house with his wife and
12 children, and he told me how Mr. Carlos Mendez and
13 Mr. Rene Banuelos were conspiring to put Mrs. Mansdorf
14 in a nuthouse. And they had set forth a number of
15 allegations saying that I had found money in the
16 basement, like, \$80,000 and I had 260,000 that I found
17 in the trust and that I had paid for expensive dental
18 work for one of our individuals taking care of one of
19 our properties and all kinds of lies.

20 And told her that -- but prior to that, she was
21 looking for someone to help me, and as I understand, I
22 had executed a limited Power of Attorney to help get
23 matters -- help me out with various matters. And that
24 limited Power of Attorney that was executed on behalf of
25 the -- Marvin Sanchez, had -- had been set forth,

1 according to Marvin, for the sole purpose of trying to
2 get the Beverly Hills Police Department to then arrest
3 me for elder abuse and for all kinds of just crazy
4 stuff.

5 So then Mrs. Mansdorf would then go into the
6 hospital because she had some type of foot problem.
7 Then she would find out that all her money was gone.
8 And so she had no money. She'd be reduced to \$29, and
9 this same individual had basically, I guess, forged
10 checks and stole all her money. And so then they would
11 move forward to -- to try and create controversy between
12 Mrs. Mansdorf and I.

13 Mrs. Mansdorf called me and said, "Son, we have
14 a problem." And at that point everything was discovered
15 on how these people were working, here again behind the
16 scenes, to create havoc for poor Mrs. Mansdorf.

17 Q So Rene and Carlos persuaded --

18 A Marvin.

19 Q Oh, Rene and Marvin --

20 A No. Rene and Carlos persuaded Marvin to get
21 Mrs. Mansdorf to execute a limited Power of Attorney
22 supposedly to help me and to help her. And then they
23 would set forth a last will and testament that they were
24 trying to get her to execute that would make Marvin and
25 Carlos Mendez the primary beneficiaries of whatever

1 wealth she had.

2 And he would go on to tell her or tell them --
3 or Marvin. From what I gathered from Marvin is that all
4 the money was in the oil in the property. And they
5 would end up with half of whatever it was and all this
6 craziness.

7 Q You introduced Mrs. Mansdorf to Rene and
8 Carlos; correct?

9 A Rene and Carlos had come on -- in fact, Rene
10 was instrumental in getting the money that we borrowed
11 for saving the Beverly Hills home. And then Carlos
12 was -- I'm told his cousin, but I question that now.
13 He's from Las Vegas, you know, I can say that. Same
14 place Mrs. McClanahan is from. Same place Mr. Frank
15 Firestone is from. And I don't know to be honest with
16 you. But then Mr. Mendez did come forthright and
17 apologize for all of the problems that he had caused.

18 And I'm trying to get the matter investigated
19 by the authorities to correct the problem because this
20 was here another attack on the trust and Mrs. Mansdorf;
21 something I'm used to, though.

22 Q And have you had a -- any discussions with
23 Mrs. Mansdorf regarding her desire to undertake a
24 forensic accounting of the Mansdorf Family Trust?

25 A I've always asked for that as well. Her and I

1 both wanted a forensic accounting of all the Mansdorf
2 assets. It's a very costly operation and, therefore, we
3 haven't been able to do it. But we have, in the past,
4 sought a few entities that do very good accounting,
5 because the forensic accounting that we're looking for
6 is something to track all the stocks and bonds, bank
7 accounts, and everything that was stolen from the
8 family. Because her and I cannot understand to this day
9 how there's nothing. It's just -- if we could afford to
10 bring that accounting forward, it would serve immensely
11 to catching all the people that preyed on this family
12 and stripped it from every single penny.

13 MR. ANTONI: I'd like to mark as next in order
14 a letter dated May 17th, 2013, from the Ventura County
15 Treasurer Tax Collector to County Line Holdings, LLC
16 with a -- I'll leave it at that.

17 THE REPORTER: This is Exhibit 54.

18 (The document referred to was marked as
19 Plaintiff's Exhibit 54 for identification and
20 attached and made a part of the deposition.)

21 THE WITNESS: Where's the date on this thing?

22 MR. ANTONI: It's on the bottom.

23 MR. DEARING: It's May 17th.

24 BY MR. ANTONI:

25 Q Mr. Gonzalez, prior to today, have you seen

1 this notice from the tax collector?

2 A No, I have not.

3 Q Now, if you look on this document on the third
4 page, you'll see the -- where it says the 2012/13
5 Ventura County default secured tax payment. And it
6 listed Mansdorf Trust, 811 North Alta Drive, Beverly
7 Hills, California.

8 Do you recall if prior to the sheriff's sale,
9 if you received any notices of default regarding these
10 tax liabilities?

11 A We probably did, yes.

12 Q And do you recall if you received any notices
13 indicating that Ventura County was contemplating a
14 potential sale of the property to satisfy those tax
15 liabilities?

16 A No.

17 Q So were you aware, following the sheriff sale,
18 that Ventura County was taking steps to sell the
19 property to --

20 A No.

21 Q -- satisfy those tax liabilities?

22 A No.

23 Q Now, and were you aware in March and April of
24 2013 -- in that time period, were you aware that there's
25 roughly \$633,000 in unpaid taxes?

1 A I didn't know the dollar amount, but I knew
2 there was money owed.

3 Q And did you know it was hundreds of thousands
4 of dollars?

5 A Oh, it was going to be hundreds and thousands,
6 yes.

7 Q Now, from the time that you first became
8 involved with the property, were you aware of any
9 payments made on behalf of the Mansdorf Family Trust to
10 satisfy any of those tax liabilities?

11 A I was not aware of any, no.

12 Q Were any efforts undertaken to secure funding
13 to pay those taxes?

14 A The Mansdorf Family Trust assets had either
15 been stolen or severely encumbered by illegal clouding
16 of the titles; criminal acts, one after another. Same
17 holds true for your deed by your client that he forged
18 in order to perfect his attempt of the theft of the
19 property.

20 MR. ANTONI: I'd like to mark as next in order
21 a packet of documents your counsel provided to me this
22 morning, which I understand to be the last portions of
23 the Brown and Streza files that he reviewed.

24 THE REPORTER: This is going to be Exhibit 55.

25 ///

1 (The document referred to was marked as
2 Plaintiff's Exhibit 55 for identification and
3 attached and made a part of the deposition.)

4 BY MR. ANTONI:

5 Q Looking at -- let's see if we can get there.
6 Unfortunately, they're not numbered. I'm looking at a
7 October 29th, 2010 e-mail exchange between you and
8 Mr. Mence, if you can find it. Roughly --

9 A I can use his; right?

10 MR. DEARING: I'll find it.

11 MR. CACCIATORE: One more time, the date on
12 that?

13 MR. DEARING: I'll find it.

14 MR. ANTONI: Thank you.

15 BY MR. ANTONI:

16 Q I'm looking at the e-mail where it says, "Wait
17 a minute, Hal. Wasn't I supposed to file bankruptcy to
18 stop the sell?"

19 Is that in reference to the sale of the Alta
20 property?

21 A Yes.

22 Q And did you contemplate a bankruptcy filing on
23 behalf of the Mansdorf Family Trust?

24 A What happened at that time, as I recall, both
25 Paul Orloff and Elaine Etingoff were directing me to

1 file bankruptcy to stop the sheriff's sale that
2 McClanahan's gang was setting forth.

3 And so I got advice from, at that time, Skip
4 Miller's firm, who was going to try and help. And he
5 advised strongly of me not filing bankruptcy. And what
6 I was being led to believe is that if I filed bankruptcy
7 that it would stop the sale, when actually it wouldn't
8 have because what they were selling was Mr. Mansdorf's
9 interest.

10 For whatever the case be, that's what they were
11 trying to direct me to do. And this e-mail was sent to
12 Mr. Brown by mistake. It was a fluke. And I was
13 basically clowning Hal Mence who was, here again, always
14 present at every one of my cases, every one of the
15 Mansdorf affairs.

16 And Mr. Mence's role was to aid Mr. Mansdorf
17 and I in securing the entitlements required to develop
18 the Malibu property. He's a very good lobbyist, one of
19 the best in his craft. It was hard to understand what
20 Mr. Mence's true intentions were, but I was just
21 clowning him here. We joked around a lot.

22 Q Did you ever contemplate filing bankruptcy to
23 prevent the sale of the Malibu property?

24 A No.

25 Q And did you -- did you consult with

1 Ms. Etingoff or Mr. Orloff on that option?

2 A No.

3 Q If you can turn to -- it's probably four or
4 five pages. And I think you touched upon this Official
5 Notice of Auction dated August 30th, 2013.

6 A Yes, I did.

7 Q Okay.

8 A In the past.

9 Q So just to be clear, can you tell me what --

10 A Unrelated to Mansdorf. The way this guy would
11 file was apparently -- Mr. Brown's office represented
12 the lienholder on this property. And there was a
13 problem with the taxes on that property that were cured,
14 and they forwarded this to me. As their client was
15 affected by it, and it was a conflict of interest and
16 they basically got out of it.

17 Q So this property -- is this a property you have
18 an interest in?

19 A Yes.

20 Q This Magnolia Street, is this something you own
21 on your own?

22 A It belongs to my family. My family.

23 Q And was the property auctioned?

24 A No, not at that time.

25 Q Has it been auctioned since then?

1 A That property was illegally foreclosed upon and
2 there's a legal case pending. There's a lis pendens on
3 the property.

4 Q And are you a party in that litigation?

5 A Yes, I am.

6 Q How many matters are you currently parties to
7 right now?

8 A Well, there's the Etingoff case. There's the
9 appeal in the Alta Standard case for the defamation of
10 title. There's the appeal for the unlawful detainer
11 against Alta standard. There is a few other cases that
12 we're working on that have not been filed.

13 Q Against whom?

14 A Not at liberty to discuss at this time.

15 Q Any of the parties to this action?

16 A Possibly.

17 Q Which parties?

18 A McClanahan. Mr. Cacciatore. Mr. Sottile.

19 MR. CACCIATORE: And who else?

20 THE WITNESS: Your entire gang. 1983 claim,
21 district court action.

22 MR. CACCIATORE: This is "kook city," but okay.

23 THE WITNESS: It's going to be.

24 BY MR. ANTONI:

25 Q The action against Ms. Etingoff, where is that

1 pending?

2 A It's pending in Mary Strobel's courtroom in Los
3 Angeles Superior Court.

4 Q Downtown?

5 A Yes, sir.

6 Q Do you have a trial date?

7 A Next year sometime.

8 Q Are you the sole party, or is Linda Mansdorf a
9 party to that action?

10 A I am.

11 Q Are you bringing that action as a trustee? Or
12 are you bringing it in your personal capacity?

13 A I'm bringing it in, I believe, in my personal
14 capacity for her role in the third-party claim and how
15 she handled it.

16 Q I just have one sort of procedural question,
17 but we'll do this on the record. I received a
18 substitution of attorney in the mail a couple days ago
19 with you substituting in pro per in place of Mr. Orloff.

20 A Correct.

21 Q Are you acting as co-counsel in this case?
22 Because I want to be clear about who I'm supposed to
23 communicate with or not.

24 A I substituted out Mr. Orloff. I can't really
25 say that I'm acting as co-counsel at this time. I just

1 substituted him out.

2 Q Okay. The form you prepared --

3 A I understand that I'm represented in pro per.

4 Q Yes. Is that your intention?

5 MR. CACCIATORE: I'm sorry. Go ahead. You can
6 answer.

7 THE WITNESS: I'm not sure at this time.

8 BY MR. ANTONI:

9 Q Okay. If it's not, I don't think that's the
10 correct way to do it. And if Mr. Dearing is going to be
11 your counsel for all purposes then either -- I don't
12 think you needed a substitution of attorney. But you
13 should speak with him about how to do that, because I
14 don't want to be serving a party directly that I'm not
15 supposed to be serving, but I also want to comply with
16 your notice.

17 A I understand.

18 MR. ANTONI: So please just let us know.

19 MR. CACCIATORE: And is that in this case?

20 MR. ANTONI: In our case.

21 MR. CACCIATORE: Okay. I haven't received it.

22 MR. ANTONI: I think we got it yesterday or the
23 day before.

24 I'll turn it over to Mr. Cacciatore.

25 MR. CACCIATORE: What, now? You're done with

1 the questions.

2 MR. ANTONI: Yeah.

3
4 EXAMINATION

5 BY MR. CACCIATORE:

6 Q How much has your mother paid in attorney's
7 fees during the pendency of your involvement with Harry
8 Mansdorf? To any and all attorneys.

9 A She hasn't paid anything. She let me borrow
10 \$4,000.

11 Q That's the sum total of it?

12 A Yup.

13 Q Okay. What claims do you have or do you allege
14 against me, Janice McClanahan, and Mr. Sottile?

15 A You'll see that in my action, in my motion
16 coming forward.

17 Q I'd like to have that answered right now. I
18 think I'm entitled to it.

19 A You're not going to get it.

20 MR. CACCIATORE: I think you're obliged to
21 answer.

22 Mr. Dearing, will you advise your client. This
23 is discovery. I'm entitled to know. He can't hide --

24 THE WITNESS: I'm not certain at this time.

25 ///

1 BY MR. CACCIATORE:

2 Q Well, what are your vague ideas about any
3 claims you may have against me, Ms. McClanahan, or
4 Mr. Sottile?

5 A I believe that you may have been misleading
6 your client, Ms. McClanahan. I don't believe she
7 understands exactly what's going on.

8 Q What right do you have -- what legal right do
9 you have --

10 A I don't know.

11 Q -- to make any such contention?

12 A I don't know.

13 Q What privy -- what relationship do you have to
14 Ms. McClanahan which allows you to file a lawsuit
15 against her? What relationship do you have to her?

16 A I have no relationship to her.

17 Q Thank you. What relationship do you have to
18 me?

19 A To you?

20 Q Yes, sir.

21 A I believe that -- as a trustee of the Mansdorf
22 Family Trust, I have a fiduciary responsibility to
23 account for any and all wrongdoings against this
24 family's trust assets.

25 I believe that you and Mr. Sottile have

1 colluded in a number of wrongful acts to conclude the
2 theft of the Beverly Hills home.

3 Q What wrongful acts would those be, in your
4 opinion?

5 A In my opinion at this time you were complicit
6 in forging a deed subject to the McClanahan judgment
7 against Harry Mansdorf. She never had any ownership
8 whatsoever of that property and that deed was forged
9 multiple times, be it once in the 2003, December 31
10 escrow, where she would supposedly return property to
11 Harry Mansdorf for the purpose of him paying death
12 taxes. She never owned that property at all.

13 Q What facts do you have to support any of what
14 you're talking about?

15 A Certified documents.

16 Q What documents would those be?

17 A They would be the actual deeds. First and
18 foremost, she supposedly gave the property to Harry
19 Mansdorf, trustee of the Mansdorf Family Trust. Well,
20 that document says Harry Mansdorf, trustee of the Lee
21 Mansdorf Family Trust. So that property got deposited
22 where? Nowhere. But in that same escrow, that property
23 would leave and go to a Glen McMullen.

24 Do you remember that?

25 Q This is the biggest pile of nonsense I've ever

1 heard in my life. But what other facts do you have?
2 What so-called facts do you have? And let me -- strike
3 that.

4 A The documents --

5 Q If this is all true, if you have these facts
6 which you contend are facts, why were these facts never
7 raised in any other litigations in the past? Why
8 weren't they raised in the case involving Janice
9 McClanahan versus Harry Mansdorf?

10 A Because that particular case -- let's see,
11 never went to trial, because Harry Mansdorf was in fact
12 never served.

13 Q Well, that's -- Mr. Gonzalez, that's been
14 adjudicated both by the trial court and by the court of
15 appeal and denied by the California Supreme Court.
16 These are -- first of all, it's false. But second of
17 all, these are dead issues. You have no right to raise
18 issues again and again and again.

19 A Let me rock your world one second,
20 Mr. Cacciatore. You served Mildred Mansdorf; how did
21 you serve her?

22 Q What facts do you have that you can tell me?
23 That --

24 A The document supports --

25 Q -- support any --

1 THE REPORTER: One at a time, please.

2 BY MR. CACCIATORE:

3 Q That support any claims against Janice
4 McClanahan, me, or Mr. Sottile? What facts do you have?
5 And who can testify to those facts?

6 A Well, let's begin with you subserving Mildred
7 Mansdorf by and through Harry Mansdorf. Do you recall
8 that? Subserving Mildred through Harry Mansdorf?

9 Q What facts do you have?

10 A The document itself.

11 Q I keep asking you.

12 A The document itself. The court document
13 indicates that you subserved Mildred Mansdorf by and
14 through Harry Mansdorf. Except you have a big problem,
15 sir; Mildred Mansdorf was dead. Therefore, you have a
16 jurisdictional problem, don't you?

17 Q Well, I'm glad you're a lawyer and you can
18 raise these jurisdictional issues.

19 A I'm going to.

20 Q I appreciate it very much. Who's going to be
21 your lawyer in that case? Will that be Mr. Dearing?

22 A No.

23 Q Who will it be?

24 A I don't know yet.

25 Q You're searching for a lawyer; right?

1 A Certainly no one that belongs to the
2 Italian-American Lawyer Association.

3 MR. DEARING: Come on, Jaime. Come on.

4 MR. CACCIATORE: This is the most
5 preposterous --

6 THE WITNESS: Is it?

7 MR. CACCIATORE: -- series of answers I've ever
8 heard.

9 BY MR. CACCIATORE:

10 Q All right. Let me ask you some more questions.
11 Do you hold any licenses in the state of California
12 other than a driver's license?

13 A No, sir.

14 Q Have you ever been a real estate agent?

15 A No, sir.

16 Q Or broker?

17 A No, sir.

18 Q What evidence do you have that Wallace Patrick
19 Moriarty has any relationship to Mr. Weinberg?

20 A Hearsay.

21 Q From who?

22 A Frank Firestone.

23 Q If I wanted to reach Frank Firestone, how would
24 I do that?

25 A I don't know.

1 Q What do you mean you don't know? You just met
2 with him recently?

3 A You look him up in the 4-1-1 or hire a private
4 investigator.

5 Q You say you met with him in Downey twice;
6 correct?

7 A I sure have.

8 Q Do you have his telephone number in your cell
9 phone?

10 A No, I do not.

11 Q Do you have his e-mail?

12 A He doesn't have an e-mail address.

13 Q How did you meet Mr. Firestone?

14 A Through Mr. Moriarty back in 2007, I think.

15 Q So you never saw Mr. Frank Firestone between
16 2007 and then just recently in 2015?

17 A He came to the Mansdorfs' house and left his
18 business card. That's how he contacted me.

19 Q Do you have his business card?

20 A No, it wasn't a business card. He just left a
21 number that he wrote it on (sic) at the house.

22 Q So as you sit here today, you have no way of
23 reaching Mr. Firestone; is that correct?

24 A I have a way of reaching him, but I don't know
25 if I'm entitled to giving his private information.

1 Q I think you are. I think you have to right
2 now. I would ask you to consult with your attorney.

3 A I don't have to do anything if you don't have a
4 court order.

5 Q You don't understand. You really don't
6 understand.

7 A I can get you his number. I don't have it on
8 me right now.

9 Q You think I need a court order to ask you these
10 questions, sir?

11 A Maybe you do, maybe you don't. I'm not an
12 attorney.

13 Q Well, you claim you're not an attorney when it
14 suits you and then you suddenly claim a great legal
15 expertise when you think it suits your purpose.

16 MR. DEARING: Argumentative.

17 MR. CACCIATORE: Yes, it's very argumentative,
18 and I'm sorry. I apologize.

19 BY MR. CACCIATORE:

20 Q What did Mr. Firestone tell you about the
21 relationship between Firestone and Moriarty? And I
22 don't mean it verbatim; I mean the general subject --
23 general information.

24 A That he told Mr. Moriarty that it wouldn't
25 work.

1 Q Why not?

2 A That's all he said.

3 Q And Moriarty didn't say why not?

4 A You asked me what Mr. Firestone said.

5 Q If I wanted to reach Mr. Moriarty, how would I
6 reach him?

7 A Get ahold of him.

8 Q Well, that's my question to you. How?

9 A I could get you his number through
10 Mr. Firestone. I have old numbers for Mr. Moriarty. I
11 can get you a number.

12 Q Do you have them with you on your phone?

13 A No, but I'll provide them to you through my
14 counsel.

15 Q Thank you. Earlier in your deposition -- in
16 the first deposition, you said that you financed this
17 case for Harry. How did you finance this case?

18 A Using my money.

19 Q You said you had no money.

20 A Anymore.

21 Q I see. How much -- strike that.

22 MR. DEARING: Which case are we talking about?

23 MR. CACCIATORE: Well, I'm not sure. I'm
24 looking at my notes on the first deposition at 12:00
25 noon on January 8th.

1 BY MR. CACCIATORE:

2 Q You stated in your earlier deposition that
3 Marylin was coerced into suing Harry in the case of
4 Marylin versus Harry Mansdorf. What do you mean by
5 that?

6 A Martin Joe Kirwan was the first attorney of
7 record. He had made Marylin believe that Lee had left
8 his -- half of his -- or his portion of the trust
9 ownership to her and that Mr. Rhoades -- that would be
10 Rufus Rhoades -- knew and had those documents.

11 So her having -- believing that, that Rhoades
12 had this information, sued Rufus von Thulen Rhoades for
13 malpractice, I believe. And lo and behold, though, the
14 individual that was behind this lawsuit, according to
15 Mr. Martin Joe Kirwan back then, was Mr. Moriarty. That
16 was because Mr. Moriarty was looking to entrap
17 Mr. Rhoades by and through a series of questions in his
18 deposition.

19 And if you read Mr. Rhoades' deposition, you'll
20 find how Mr. Rhoades admits to the theft of the La Tuna
21 Canyon property and to not knowing any specific details
22 that were critical moving forward and now seeking clear
23 title to the property.

24 Q Let me ask you a question: Is the case of the
25 Mansdorf Family Trust and Harry Mansdorf and presumably

1 you against Rufus Rhoades resolved?

2 A Resolved? What do you mean by resolved?

3 Q Settled.

4 A Nothing is settled.

5 Q Is it still pending or?

6 A There's no pending case against Mr. Rhoades.

7 Q There's no pending case. Was there an earlier
8 case against Mr. Rhoades by Eric?

9 A There was a RICO case that named, I believe,
10 Ms. McClanahan.

11 Q You're talking about the federal case?

12 A The federal case.

13 Q That was dismissed.

14 A Right.

15 Q Was that the only case that Harry had against
16 Rhoades?

17 A That I'm aware of, yes. Well, no, there was
18 another case. There was the first case BC 3666206 was
19 the first case that was dismissed that turned into the
20 case against Giacomazza; BC385946. It was essentially
21 the same case except I zeroed in on Giacomazza and
22 dropped all the other defendants.

23 Q Do you know if Glen McMullen is still alive?

24 A I have no idea.

25 Q When's the last time you talked to attorney

1 Flattery?

2 A When I picked up the files.

3 Q When was that?

4 A About a month or six weeks ago.

5 Q What was the conversation?

6 A "How are you? How are things going? Thank you
7 very much. Appreciate your help. I know we owe you
8 some money. I'll be sure you get paid." That was it.

9 Q Do you contend at the time Harry died that he
10 was not suffering from dementia?

11 A I'm not a doctor. I don't -- I don't -- I'm
12 not in the capacity to conclude dementia.

13 Q So you don't know?

14 A I don't know.

15 MR. DEARING: Are you talking about the last
16 day of his life?

17 THE WITNESS: I know he was heavily medicated.
18 I do know that.

19 BY MR. CACCIATORE:

20 Q Who was the attorney for Mr. Bobak in your
21 litigation over the Alta property?

22 A Stephen Foster at Mitchell Silberberg.

23 Q And who was your attorney in that case?

24 A Which case?

25 Q The Bobak case.

1 A I'm in pro per.

2 Q You're in pro per?

3 A I believe so, yes.

4 Q Is anyone giving you any legal advice in that
5 case?

6 A No, I have -- in one of the cases, it's John
7 Feely, F-e-e-l-e-y.

8 Q And he's your attorney?

9 A I believe Paul Orloff may be involved in the
10 matter.

11 Q And where is Mr. Feely's office?

12 A Long Beach.

13 Q Have any depositions been taken in that case?

14 A No.

15 Q Are there any hearings pending on that case?

16 A No. There's a -- two appeals. One for the --
17 there's an oral argument pending, and there's no date
18 assigned for it yet.

19 Q And that case -- was that case filed in the
20 Los Angeles Central District?

21 A Yes.

22 Q And the name of that case is Bobak versus?

23 A Alta Standard versus Gonzalez.

24 Q Alta Standard versus Gonzalez?

25 A And Gonzalez versus Alta Standard. In the

1 unlawful detainer case, the SC case starts with SC -- or
2 it may have been changed now to BC from SC because of
3 the appeal, that one is Alta Standard where they
4 attempted to quiet the title to the unlawful detainer
5 courts. And they evicted Mrs. Mansdorf from her house;
6 it's currently on appeal.

7 There's that case, and then there's the case
8 where I brought a case against Mark Bobak for slander of
9 title.

10 Q Isn't that a separate case number?

11 A Separate case number.

12 Q They haven't been consolidated?

13 A No, sir. That should have been consolidated,
14 but it wasn't moved to consolidate in a timely fashion.
15 It should have been.

16 Q Okay.

17 A When that case is Gonzalez versus Alta
18 Standard, I believe. So it's one way, one way; one way
19 the other way.

20 Q Okay.

21 A It was dismissed with no leave to amend and has
22 since been corrected, and so I got an appeal going now.

23 Q What is the claim against Attorney Etingoff?

24 A Etingoff?

25 Q Yes.

1 A Malpractice.

2 Q And what is the basis of the malpractice?

3 A Her ignoring Probate Code 19300 and colluding
4 with Joe Mikhal and Tim Orbidary, who were paying her,
5 and somehow they happen to tie into some La Tuna Canyon
6 property that they were cutting the mountain on. No
7 permits, no deeds, and a number of title deeds on
8 Mansdorf property.

9 Q And that case is pending?

10 A Correct.

11 Q And who's your attorney in that case?

12 A I'm in pro per.

13 Q Pro per. And who's defending Ms. Etingoff off?

14 A I don't know the gentleman's name, but she does
15 have an attorney now.

16 Q Okay.

17 A I can get you that information.

18 Q And is that filed in L.A. Central?

19 A Yes.

20 Q Okay.

21 A I'm hoping I can get it all tied into some kind
22 of Grand Jury.

23 Q In Exhibit 40, please look at that. This is an
24 agreement entitled Mansdorf Vacant Land Purchase/Sale
25 Agreement and Joint Escrow Instructions. And the

1 document says that it's an offer from Jaime De Jesus
2 Gonzalez and nominees to buy Ventura property, the
3 Malibu property, for \$45 million from Michele -- Michael
4 Giacomazza. And it's dated May 8th, 2006.

5 How did this document come about?

6 A When I came into the program, you'll recall I
7 was brought in to secure a purchase option agreement for
8 the property. My testimony will also show that I had
9 done a property profile on the property.

10 And at that time I learned that the property
11 was in litigation. And it was in the name of Michael
12 Giacomazza. I didn't know who Michael Giacomazza was; I
13 didn't know what his role was or how he got involved.
14 And the people that were setting -- that were working on
15 the escrow documents, they put his name on it, and
16 nothing ever transpired from all of this, because it was
17 learned that this guy was actually a crook. So that's
18 basically why it went from an acquisition to a Joint
19 Venture Agreement because then I would have to move to
20 get this man out of Harry's life and get Harry back his
21 property.

22 Q Who told you to do this deal or compose it?

23 A When I was involved in the matter -- at that
24 time Mr. Mansdorf believed that Mr. Giacomazza was a
25 good man and helping him, and so it was Harry Mansdorf's

1 belief that Giacomazza was actually a fair man -- or was
2 actually helping him.

3 And so at one time when Harry was looking to
4 sell the property, he wanted to split whatever the money
5 was coming in. If the property was going to be
6 acquired, to give it to -- give half or something to
7 Giacomazza.

8 Q How did Harry tell -- what did Harry tell you
9 about how Giacomazza got title?

10 A He didn't. He didn't really. We never really
11 got into those particulars in that detail. He was
12 completely overwhelmed, Harry was. And there were so
13 many documents that had been set forth.

14 Q So Harry never told you how Giacomazza managed
15 to get on title?

16 A Well, he did in court. It was all laid out in
17 the case and how it all happened. But he basically --
18 it all began. That's a long story. I'm going to just
19 brief it real quick.

20 He was made to believe that Lee owed him money
21 over that 1977 agreement. And he was basically coerced
22 into executing deed. And then he was made to believe
23 that Marilyn was stealing all the property, and if he
24 put it in his name, he would help him. And it was a
25 number of things. It wasn't one thing in particular.

1 Poor guy was just under a severe attack.

2 Q I wasn't clear on something. Am I to
3 understand that you and Linda Mansdorf are paying
4 \$10,000 a month to stay in the Alta property?

5 A That's correct.

6 Q And who are you paying it to?

7 A We started out paying it -- we were ordered to
8 pay it directly to Mark Bobak. And then it changed and
9 we're paying it -- we're ordered to pay it directly into
10 the registry; to Santa Monica court registry, the
11 superior court registry.

12 Q Is that case pending in Santa Monica?

13 A That case is pending in the Court of Appeals
14 now.

15 Q But it was in the Santa Monica Courthouse?

16 A Yes, sir.

17 Q And you are paying the \$10,000 a month?

18 A Yes.

19 MR. ANTONI: Let me just look at these.

20 THE WITNESS: That's a nice jacket.

21 MR. ANTONI: Thank you.

22 MR. CACCIATORE: I don't think I have anything
23 further.

24 MR. ANTONI: Nothing further.

25 Same stip from the first session?

1 MR. DEARING: Sure.

2 MR. CACCIATORE: Yes.

3 THE REPORTER: Would you like a copy?

4 MR. CACCIATORE: Yes.

5
6 (The following stipulation was taken from the
7 deposition of Jaime De Jesus Gonzalez, given on
8 January 8, 2015, and incorporated at the
9 request of counsel, with the
10 appropriate modifications as follows:
11

12 "MR. ANTONI: I'm going to propose that
13 we agree to relieve the court reporter of the
14 duties under the Code. That the original
15 transcript be forwarded to Mr. Dearing's
16 office following receipt of which Mr. Dearing
17 will make the transcript available for
18 Mr. Gonzalez for review, signature under
19 penalty of perjury, and make any corrections
20 to the text he deems necessary.

21 Within ten days of receipt, Mr. Dearing
22 will advise counsel in this action that the
23 transcript has been signed and will also
24 advise us as to any changes to the transcript
25 that have been made.

1 Mr. Dearing will retain possession of the
2 original transcript and will agree to make it
3 available for all proceedings in this matter.
4 If for any reason the original is lost,
5 stolen, or destroyed, or unavailable, a
6 certified copy can be used for any and all
7 purposes."

8 "MR. DEARING: So stipulated."

9 "MR. CACCIATORE: I thought we also had agreed
10 that because we're doing two separate sessions
11 that each session -- each session once so
12 executed will be considered usable despite the
13 fact that the next one hasn't taken place?"

14 "MR. ANTONI: Okay."

15 "MR. DEARING: Yes. You added that before,
16 that's fine for us too."

17 "MR. ANTONI: Sure. With that addition, so
18 stipulated."

19 "MR. MARK: So stipulated."

20 "MR. DEARING: So stipulated.")

21
22 (Whereupon, at 1:22 P.M., the deposition of
23 JAIME DE JESUS GONZALEZ was adjourned.)

24 ---o0o---

1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) ss.
3
4

5 I, JAIME DE JESUS GONZALEZ, hereby certify
6 under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

8 Executed this ____ day of _____,
9 20____, at _____,
10 California.
11
12
13
14
15

16 _____
17 JAIME DE JESUS GONZALEZ
18
19
20
21
22
23
24
25

1 STATE OF CALIFORNIA)
2 COUNTY OF RIVERSIDE) ss.
3

4 I, Yvette Lopez, C.S.R. No. 13966, in
5 and for the State of California, do hereby certify:

6 That prior to being examined, the witness named
7 in the foregoing deposition was by me duly sworn to
8 testify to the truth, the whole truth, and nothing but the
9 truth;

10 That said deposition was taken down by me in
11 shorthand at the time and place therein named and
12 thereafter reduced to typewriting under my direction, and
13 the same is a true, correct, and complete transcript of
14 said proceedings;

15 That if the foregoing pertains to the original
16 transcript of a deposition in a Federal Case, before
17 completion of the proceedings, review of the transcript
18 { } was { } was not required.

19 I further certify that I am not interested in the
20 event of the action.

21 Witness my hand this 24th day of March,
22 2015.

23 Yvette Lopez
24 Certified Shorthand Reporter
25 for the State of California

CORRECTION LIST

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PAGE/LINE FROM

TO

PowerFlex Corporation
1840 W. Whittier Blvd. Suite 204
La Habra, CA 90631

EXHIBIT: 39
NAME: Gonzalez
DATE: 3-5-2015
Yvette Lopez CSR No. 13966

AGREEMENT

This agreement entered into this 28th day of October, 2005 by and between Jaime Gonzalez dba GONZALEZ GARZA INVESTMENTS hereinafter referred to as "GONZALEZ", and W. PATRICK MORIARTY dba POWERFLEX CORPORATION OF LAS VEGAS, NEVADA hereinafter referred to as "POWERFLEX".

Whereas: there exists and opportunity to obtain a permit to build an LNG facility on the West Coast of the United States, which permit will be issued by the Federal Government and

Whereas: "GONZALEZ" and "POWERFLEX" wish to jointly pursue this opportunity. It is mutually agreed that the initial cost of investigation using a San Francisco attorney and a San Francisco consultant will be split between the parties on a fifty-fifty basis. The initial costs are Twenty Thousand Dollars (\$20,000.) and it is agreed that no additional expenditures will be made without the agreement of both parties and

Whereas: the parties wish to enter into a more formal agreement defining the duties and obligations of each of the parties. The parties further agree to negotiate a comprehensive agreement reflecting the same fifty-fifty ownership as previously defined.

GONZALEZ GARZA INVESTMENT

Jaime D. Gonzalez

Dated this 10/29 2005

Jaime D. Gonzalez, Personally

POWERFLEX CORPORATION

W. Patrick Moriarty

Dated this 10/29 2005

W. Patrick Moriarty, Personally

EX 8

Mansdorf Vacant Land Purchase/Sale Agreement and Joint Escrow Instructions

Date: May 8, 2006 at BEVERLY HILLS, California

1. OFFER:

- A. THIS IS AN OFFER FROM JAIME DE JESUS GONZALEZ, AND/OR NOMINEES (Buyer).
 B. THE REAL PROPERTY TO BE ACQUIRED is described as SEE ATTACH #1 PRELIMINARY REPORT ISSUED BY STEWART TITLE CO. ORDER NO. 370285152 DATED JANUARY 31, 2006

Assessor's Parcel No(s) SEE ATTACH #1 situated in
MALIBU County of VENTURA California ("Property")

- C. THE PURCHASE PRICE offered is Forty-Five Million
Dollars (\$ 45,000,000.00)

D. CLOSE OF ESCROW shall occur on 5/31/06, subject to Seller providing clear title to Buyer. Seller agrees to automatically extend escrow period if Buyer unable to obtain clear title

2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2D or 2L is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$10,000.00 and Buyer assumes all liability/payment of attorney fees associated with litigation known as Mansdorf vs. Mansdorf, LASC BC316011 and related Petition for Appointment of Guardian Ad Litem to the agent submitting the offer (or to ☐), by Personal Check

(or ☐), made payable to _____, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance (or ☐), with Escrow Holder, (or ☐ into Broker's trust account).

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of _____ \$ within _____ Days After Acceptance, or ☐

C. FIRST LOAN IN THE AMOUNT OF _____ \$

- ☐ NEW First Deed of Trust in favor of ☐ lender, ☐ seller;

OR ☐ ASSUMPTION of Existing First Deed of Trust;

encumbering the Property, securing a note payable at maximum interest of _____ % fixed rate, or _____ % initial adjustable rate with a maximum interest rate of _____ %, balance due in _____ years, amortized over _____ years (OR, if checked, ☐ payable in interest-only installments). Payments due ☐ monthly, ☐ quarterly, ☐ semi-annually, ☐ annually.

Buyer shall pay loan fees/points not to exceed _____

- D. ☐ ALL CASH OFFER (if checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or ☐) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

E. ADDITIONAL FINANCING TERMS: Buyer to have option of purchasing property on all-cash or Financing Basis as long as completed within time period specified in paragraph 1(d) and 1(e) above.

F. BALANCE OF FINANCING TERMS

(not including costs of obtaining loans and other closing costs) in the amount of Forty-Five Million Dollars \$45,000,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.

G. PURCHASE PRICE (TOTAL) Forty-Five Million Dollars \$45,000,000.00

H. LOAN APPLICATIONS: Within 7 (or Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified above.

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2H) shall, within 7 (or ☐) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.

J. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or ☐) Days After Acceptance Buyer shall, as specified in remove the loan contingency or cancel this Agreement; OR (ii) (☐ if checked), loan contingency shall remain in designated loans are funded.

K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, ☐ is NOT) contingent upon the Property appraising at no less than the specified purchase price. If there is a loan contingency, at the time the loan contingency is removed (or, if checked, ☐ within 7 (or ☐) Days After Acceptance), Buyer shall, as specified in paragraph 18, remove the appraisal contingency or cancel this Agreement. If there is no loan contingency, Buyer shall, as specified in paragraph 18, remove the appraisal contingency within 7 (or _____) Days After Acceptance.

L. ☐ NO LOAN CONTINGENCY (if checked): Obtaining any loan in paragraphs 2C, 2E or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

M. SELLER FINANCING: The following terms (or ☐ if checked) the terms specified in the attached Seller Financing Addendum (C.A.R. Form SFA)) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or ☐) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller

(2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 2C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ☐) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

N. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 18, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 18B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

3. **POSSESSION, ENTRY AND KEYS:** Possession and occupancy shall be delivered to Buyer at ☐ AM ☐ PM, ☐ on the date of Close Of Escrow; ☐ on _____; or ☐ no later than _____ Days After Close Of Escrow. The Property shall be unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks.

4. **ALLOCATION OF COSTS (if checked):** Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service is by the method specified in paragraph 18.

A. INSPECTIONS AND REPORTS:

- (1) ☐ Buyer ☐ Seller shall pay to have existing septic or private sewage disposal system, if any, inspected _____
- (2) ☐ Buyer ☐ Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal _____
- (3) ☐ Buyer ☐ Seller shall pay to have existing wells, if any, tested for water potability and productivity _____
- (4) ☐ Buyer ☐ Seller shall pay to have Property corners identified _____
- (5) ☐ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report prepared by BUYER'S CHOICE _____
- (6) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____
- (7) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____

B. ESCROW AND TITLE:

- (1) ☐ Buyer ☐ Seller shall pay escrow fee _____
Escrow Holder shall be FROST ESCROW
- (2) ☐ Buyer ☐ Seller shall pay for owner's title insurance policy specified in paragraph 14: EACH PAY THEIR OWN FEES AS NORMAL
Owner's title policy to be issued by STEWART TITLE
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) ☐ Buyer ☐ Seller shall pay County transfer tax or transfer fee _____
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or transfer fee _____
- (3) ☐ Buyer ☐ Seller shall pay HOA transfer fees _____
- (4) ☐ Buyer ☐ Seller shall pay HOA document preparation fees _____
- (5) ☐ Buyer ☐ Seller shall pay _____
- (6) ☐ Buyer ☐ Seller shall pay _____

5. **STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:**

A. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 18, deliver to Buyer required earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. DATA BASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

6. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

- A. Within the time specified in paragraph 18, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.6 and §3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquakes, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 18, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. ☐ **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 18, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 18, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

7. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

- A. **SELLER HAS:** 7 (or ☐) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.
- B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or ☐) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements (collectively, "CI Disclosures"). Seller shall itemize and deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement, as specified in paragraph 18.

8. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

9. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 18: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract (s); or (iv) change the status of the condition of the Property.
- B. At least 7 (or 15) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.

10. CONDITIONS AFFECTING PROPERTY:

- A. Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer investigation rights; and (ii) the Property is to be maintained in substantially the same condition as on the date of Acceptance.
- B. ☐ (If checked) All debris and personal property not included in the sale shall be removed by Close Of Escrow.
- C. **SELLER SHALL,** within the time specified in paragraph 18, **DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.**
- D. **NOTE TO BUYER:** You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
- E. **NOTE TO SELLER:** Buyer has the right to inspect the Property and, as specified in paragraph 18, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make Repairs or take other action.

11. ITEMS INCLUDED AND EXCLUDED:

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. **ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) The following items:
 - (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
 - (4) All items included shall be transferred free of liens and without Seller warranty.
- C. **ITEMS EXCLUDED FROM SALE:**

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 18. Within the time specified in paragraph 18, Buyer shall have the right, at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys, and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the Insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified below. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector, or government employee, unless required by Law.
- B. Buyer shall complete Buyer Investigations and, as specified in paragraph 18, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make Property available for all Buyer Investigations. If the following have already been connected and available, Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF REPRESENTATIVE(S). BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT REPRESENTATIVE(S) DOES/DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY REPRESENTATIVE(S) HAS/HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 12, UNLESS OTHERWISE AGREED IN WRITING.**
- C. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- D. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- E. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- G. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- H. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- I. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- J. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

- K. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CCRs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- L. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- M. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- N. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 13. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer Investigations; and (iii) Indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 14. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 18, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a standard coverage owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.
- 15. **SALE OF BUYER'S PROPERTY:**
- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
- N/A 16. **MANUFACTURED HOME PURCHASE:** (If checked) The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer ☐ has ☐ has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement, (OR, if checked, ☐ this contingency shall remain in effect until the Close Of Escrow of the Property).
- N/A 17. **CONSTRUCTION LOAN FINANCING:** (If checked) The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan ☐ will ☐ will not be used to finance the Property. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement (or, if checked, ☐ this contingency shall remain in effect until Close Of Escrow of the Property).
- 18. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form CR).
- A. **SELLER HAS:** 7 (or ☐ 30) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 2N, 4, 5A, 6, 7A, 10C and 14.
- B. (1) **BUYER HAS:** 7 (or ☐ _____) Days After Acceptance, unless otherwise agreed, in writing, to complete all Buyer Investigations, approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property).
- (2) Within the time specified in 18B(1), Buyer may request that Seller make Repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
- (3) By the end of the time specified in 18B(1) (or 2J for loan contingency; 2K for appraisal contingency; 16 for manufactured home purchase; and 17 for constructive home financing, Buyer shall remove, in writing, the applicable contingency (C.A.R. Form CR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 18A, then Buyer has 5 (or ☐ 30) Days after receipt of any such items, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; (ii) Common Interest Disclosures pursuant to paragraph 7B; (iii) a subsequent or amended disclosure pursuant to paragraph 8; and (iv) Proposed Changes pursuant to paragraph 9.
- C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**
- (1) Seller right to Cancel: Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.

- (2) Continuation of Contingency: Even after the expiration of the time specified in 18C, Buyer retains the right to make requests to Seller, remove in writing any applicable contingency or cancel this Agreement until Seller cancels pursuant to 18C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 18C(1).
- (3) Seller right to Cancel: Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2H; (iv) if Buyer fails to provide verification as required by 2D or 2I or supporting documentation pursuant to 2M; or (v) if Seller reasonably disapproves of the verification provided by 2D or 2I or the credit report or supporting documentation pursuant to 2M.
- (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or 120) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an 18C(3) obligation.
- D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.
- E. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.
19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or) Days Prior to Close Of
20. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
21. **LIQUIDATED DAMAGES:**
- A. **DEFAULT BY BUYER:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain/receive Fair Market Value Credit as Liquidated Damages for any/all legal Services (Attorney's fees/Court Costs) incurred up to time of Default in Appellate matter known as Marvin Mansdorf vs. Rufus Rhodes, et al. L.A.S.C. Case No. BC316011 and related litigation. Buyer and seller agree that this amount/value is a reasonable sum/value given that it is impracticable or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to Breach this Agreement. Release of (any) funds will require mutual signed release instructions from both Buyer and Seller, judicial decision, or arbitration award.
- B. **DEFAULT BY SELLER** - In addition to any/all legal equitable remedies available to Buyer. If Seller fails to complete this sale because of Seller's Default, Buyer shall be entitled to:
- (i) reimbursement for any/all attorney's fees/costs paid/incurred up to time of Seller's Default; and
- (ii) _____
- Seller and Buyer agree that the above amounts/value(s) retained by Buyer as Liquidated Damages is/are reasonable sums/values given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Buyer, in the event Seller were to Breach this Agreement. Again, release of Funds will require mutually signed release instructions from both Seller and Buyer, a judicial decision or arbitration award.
22. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 22B(2) and (3) below apply whether or not the Arbitration provision is Initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 22B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2943; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.
- (3) Buyer and Seller/Representatives agree to mediate and arbitrate disputes or claims involving either or both Representatives, consistent with 22A and B, provided either or both shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented. Any election by either or both to participate in mediation or arbitration shall not result in Representatives being deemed parties to the Agreement.

"NOTICE: BY INITIATING THIS TRANSACTION, IN THE SPACE BELOW YOU ARE AGREEING TO WAIVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / Seller's Initials _____

23. **PROBATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on Insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
24. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AB).
25. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
26. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
27. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
28. **SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing, signed by Buyer and Seller, which extension, amendment, modification, alteration, or change should not be unreasonably withheld.
30. **OTHER TERMS AND CONDITIONS:**
- A. SALE is subject to successful completion of Response/Defense of Appeal known as *Marilyn Mansdorf vs. Rufus Rhoades, et al.*, L.A.S.C. Case No. BC316011, and related litigation matters. Upon opening of Escrow, "Gonzalez-Buyer-Nominee" will pay any/all legal fees/Court Costs for Seller, "Mansdorf" incurred through entire period of Appellate Litigation. Payment of these attorney's fees/Court Costs shall constitute "Buyer-Nominee's" additional Consideration/Option Fee/Down-Payment to Hold Escrow open. Seller/Buyer Retainer Agreement attached hereto and by reference made a part hereof.
- B. All monies Due Upon Resolution of Appeal by way of Negotiated Settlement, Arbitration, or Judicial Decision.
- C. Buyer/Nominee shall have option of Purchasing Seller's (Marilyn Mansdorf, Mildred Mansdorf, Mansdorf Family Revocable Trust) or other interested parties in "Choose In Action" L.A.S.C. Case No. BC316011, for purchase price listed in Paragraphs 1(e), 1(f) and 1(g), prior to the termination of this litigation. In this event, Seller will execute additional instructions/documents/forms/ or legal instruments provided by Escrow Holder/Others that are reasonably necessary to Close the Escrow and complete the sale.
- D. **NO MERGER:** This Agreement, each provision of it, and all warranties and representations in this Agreement shall survive the Closing and shall not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties shall, despite any investigation made by any party to this Agreement, survive Closing, and the same shall inure to the benefit of and be binding on the parties' respective successors and assigns.
- E. **REFERENCES:** Unless otherwise indicated, (a) all article and clause references are to the articles and clauses of this Agreement, and (b) except where otherwise stated, all reference to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance shall be extended to the next business day. "Business Days" means days other than Saturday, Sunday, and California State holidays. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.
- F. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California applicable to contracts made by residents of the State of California and to be performed in California.
- G. **CONFIDENTIALITY AND PUBLICITY:** Before the Closing, the parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. Prior to the Closing, no press releases or other public disclosure may be made by either party or any of its agents concerning this transaction without the other party's prior written consent.
- H. **ASSIGNMENT/NOMINATION:** "Assignee/Nominee" is used interchangeably in this Agreement, even though the terms have different definitions (see Paragraph 31.C and N Definitions section below). This Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective successors and assigns. Nominees/Buyer shall have the right to assign/nominate all or any portion of its interest in this Agreement, provided that Buyer gives written notice of such assignment/nomination to Seller before the Closing Date.

- ___ **L. NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns/nominees, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation nor action over against any party to this agreement.
- ___ **J. REMEDIES CUMULATIVE:** The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.
- ___ **K. COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- ___ **L. TAX-DEFERRED EXCHANGE:** Seller may use the proceeds from the sale of the Property to effect one or more tax-deferred exchange(s) under the Internal Revenue Code §1031. Buyer/Nominee agrees to accommodate Seller in effecting such tax-deferred exchange. Seller shall have the right, expressly reserved here, to elect such tax-deferred exchange at any time before the Closing Date. Seller and Buyer agree, however, that consummation of the purchase and sale of property under this Agreement is not conditioned on such exchange. If Seller elects to make a tax-deferred exchange, Buyer/Nominee agrees to execute such additional escrow instructions, deeds, documents, agreements, or instruments to effect this exchange, provided that Buyer shall not incur no additional costs, expenses, or liabilities in this transaction as a result of or in connection with this exchange. Seller agrees to hold Buyer/Nominee harmless of any liability, damages, or costs, including reasonable attorney fees, that may arise from Buyer's participation in such exchange.
- ___ **M. CONSTRUCTION/INTERPRETATION OF THIS AGREEMENT:** The construction/interpretation of this agreement shall be construed/interpreted as if prepared by both Seller and Buyer/Nominee/Assignee, and/or their legal representatives, if any.
- ___ **31. DEFINITIONS:** As used in this Agreement:
- ___ **A.** "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and that acceptance is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
- ___ **B.** "Agreement" means the terms and conditions of this accepted Vacant Land Purchase Agreement and any accepted counter offers and addenda.
- ___ **C.** "Assignee" means person or entity to which an interest, right, title, or duty is assigned. Shall be used interchangeably with the word "Nominee".
- ___ **D.** "C.A.R. Form" means the specific form referenced, or another comparable form agreed to by the parties.
- ___ **E.** "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
- ___ **F.** "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- ___ **G.** "Days" means calendar days, unless otherwise required by Law.
- ___ **H.** "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- ___ **I.** "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- ___ **J.** "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either one to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- ___ **K.** Initiating by Seller or Buyer/Nominee/Assignee at bottom of each page of this Agreement means that party has accepted entire terms and conditions of this page that is not otherwise marked with the letters/symbols "N/A".
- ___ **L.** "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- ___ **M.** "N/A" means not applicable, and shall mean that numbered or lettered paragraph shall not be applicable to this agreement.
- ___ **N.** "Nominee" means person or entity selected or appointed to act as agent, representative, or designee of Buyer. Shall be used interchangeably with word, "Assignee".
- ___ **O.** "Notice to Buyer to Perform" means a document which shall be in writing and signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 18C(4)) to remove a contingency or perform as applicable.
- ___ **P.** "Repairs" means any repairs, alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- ___ **Q.** "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- ___ **R.** Singular and Plural terms each include the other, when appropriate.
- ___ **32. AGENCY:**
- ___ **A. POTENTIALLY COMPETITIVE BUYERS AND SELLERS: (THERE ARE NO BROKERS INVOLVED WITH THIS TRANSACTION)**
- ___ **B. CONFIRMATION: (THERE ARE NO BROKERS INVOLVED WITH THIS TRANSACTION)**
- ___ **33. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- ___ **A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 2, 4, 14, 15B, 16, 17, 18E, 23, 24, 29, 30, 31, 33, 35, 38A, 39. The terms and conditions of the Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- ___ **B.** A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
- ___ **34. SCOPE OF BROKER DUTY: (THERE ARE NO BROKERS INVOLVED WITH THIS TRANSACTION)**
- ___ **35. BROKER COMPENSATION FROM BUYER: (THERE ARE NO BROKERS INVOLVED WITH THIS TRANSACTION)**

38. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by each party. If marked "N/A" said provision/paragraph is excluded. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing

IN WITNESS

37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of this offer is signed by Buyer (or, if checked, ☐ by Nominee/Assignee)

Date _____

BUYER _____

By _____

Print Name JAIHE DE JESUS GONZALEZ

Title _____

Address _____

City, State, Zip _____

Date _____

BUYER _____

By _____

Print Name AND/OR NOMINEE(S) /ASSIGNEE(S)

Title _____

Address _____

City, State, Zip _____

Date _____

SELLER: MICHELE GIACOMAZZA AKA MICHAEL GATTO

By _____

Print Name _____

Title _____

Address _____

City, State, Zip _____

2/24/07

EACH PARTY SIGNING THESE INSTRUCTIONS HAS READ THE ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF AND APPROVES, ACCEPTS, AND AGREES TO BE BOUND THEREBY AS THOUGH ALL PAGES APPEARED OVER THEIR SIGNATURES.

ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS

1. Any fire insurance of either party handed Escrow Holder for use in this escrow is to be assigned by Escrow Holder acting as that party's agent. The assurance of title and fire insurance policies, if any, may be delivered to the holder of the first encumbrance or to the holder of the senior encumbrance created in this escrow, if any.
2. Time is of the essence in this Agreement. However, in the event that the conditions of this escrow have not been complied with at the time provided for herein, Escrow Holder is instructed nevertheless to complete the same at any time thereafter as soon as the conditions (except as to time) have been complied with unless any party to this escrow shall have made written demand upon Escrow Holder for the return of money and/or instruments deposited by that party. No notice or demand of change of instructions shall be of any effect in this escrow or recognized by Escrow Holder unless given in writing by all parties affected thereby, except that in the event that conflicting written demands are made or notices served upon Escrow Holder growing out of or relating to this escrow, the parties hereto expressly agree and consent to Escrow Holder having the right, at its election, to do either or both of the following: Withhold and stop all further proceedings in and performance of this escrow and of all instructions herein or file a suit in interpleader and obtain an order from the Court requiring the affected parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event a suit arises out of this escrow in which Escrow Holder is named or required to defend or institute as interpleader, the principals in this escrow jointly and severally agree to pay Escrow Holder all costs, expenses, and reasonable attorney's fees which Escrow Holder may expend or incur, the amount thereof to be a fixed lien on any money or property of the parties hereto in your possession and a judgment therefore to be rendered by the court in such suit or action. All parties agree to save Escrow Holder harmless hereunder from all loss and expense, including reasonable attorney's fees and court costs, sustained by reason of any action which may in any way arise out of this escrow not-withstanding anything in these instructions to the contrary, and in such event Escrow Holder shall not be liable for interest or damage.
3. Each grantor herein agrees to pay, outside of this escrow and before delinquency, all taxes on his or a former owner's personal property not conveyed through this escrow which appear as a lien upon the real property conveyed and Escrow Holder is not to be concerned with same.
4. Escrow Holder is not to be held liable for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same, nor for failure to comply with any of the provisions of any agreement, contract, or other instrument filed herein or referred to herein, or payments that may become delinquent on encumbrances during the course of this escrow, or insurance policies that may expire during this escrow. Escrow Holder's duties hereunder shall be limited to the safekeeping of such money, instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder in this escrow. Escrow Holder is to have no liability whatsoever, excepting in the event of willful neglect or gross misconduct on Escrow Holder's part.
5. Unless otherwise provided for in these instructions, all adjustments are to be made on the basis of a 30 day month and any reference herein to the "date of close of escrow" is to be considered as the date of the recording of the deed.
6. Escrow Holder is authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence, and other material pertaining to this escrow at the expiration of five (5) years from the date of close of escrow without liability and without further notice to the parties.
7. Escrow Holder is authorized and directed to deposit any and all funds placed in this escrow by any party hereto with any State or National Bank in a "Trustee" account in Escrow Holder's name pending the completion of this escrow.
8. In the event that it may be necessary or proper to comply with the conditions and instructions of this escrow, Escrow Holder is authorized to deposit or cause to be deposited, during the pendency of this escrow, any funds or documents with any institution qualified as sub-escrow agent under the regulations of the Escrow Act to be used in accordance with the instructions in this escrow upon recordation of the instruments required to be recorded to complete this escrow; said funds and documents shall be deemed to have been received by Escrow Holder prior to recording even though the funds or documents are in the possession of such sub-escrow agent.
9. Any instruments delivered through this escrow are hereby authorized to be recorded if necessary or proper in the assurance of any title insurance policies required.
10. All disbursements are to be made by check of Escrow Holder.
11. Escrow Holder is not to be concerned with the giving of any disclosures required by Federal or State Law specifically including Regulation Z which may or should have been given outside of this escrow.
12. If Seller(s) is unable to convey a marketable title, except as herein provided, or if the improvements on said property be destroyed or materially damaged prior to transfer of title or delivery of Agreement of Sale, then upon the demand of the Buyer(s), the deposit and all other sums provided by Buyer(s) shall be returned to Buyer(s) and this Agreement between the Buyer(s) and Seller(s) shall be of no further effect and Seller(s) shall thereupon become obligated to pay all expenses incurred in connection with the examination of title.
13. The parties hereto understand that the transfer of title may result in a reassessment of the subject property, and that a reference to reassessment may appear as an exception in the policy of title insurance to be obtained herein. Escrow Holder is to have no liability or responsibility for any taxes assessed after the close of escrow; Escrow Holder's only responsibility is to prorate taxes as provided for in the escrow instructions.

BUYER

The undersigned hereby agrees to pay, on demand, charges for drawing, recording, and notarizing all documents, charges of title company; if any charges of the lending institution, if any, and the buyer's and/or borrower's customary escrow fees necessary to complete this escrow.

Date _____
BUYER _____
By _____
Print Name JANE DE JESUS GONZALEZ
Title _____
Address _____
City, State, Zip _____

Date _____
BUYER _____
By _____
Print Name AND/OR NOMINEE(S)/ASSIGNEE(S)
Title _____
Address _____
City, State, Zip _____

SELLER

The foregoing terms, conditions, consideration and instructions, as well as the ADDITIONAL ESCROW CONDITIONS AND INSTRUCTIONS, are understood, approved and accepted in their entirety by each of the undersigned. I will hand you Grant deed for said property, necessary documents and/or funds called for on my part to cause title to be shown as above, which you are authorized to use and/or deliver, provided you can comply with these instructions and provided you will hold for my account the total consideration as set forth above I a any consideration paid outside of escrow and less the unpaid balance of any encumbrance listed above, together with any documents due me as described above, within the time as above provided. You are authorized to pay any encumbrance of record necessary to place title in condition called for herein. Commission, if any, to be paid Broker(s) is provided in separate instructions. I agree to pay usual sellers charges, including t h e for policy of title insurance, drawing any deeds or her instruments executed by me, or for my benefit, or necessary on my pen, transfer tax, recording any documents in my favor, obtaining beneficiaries' statement and/or demands, and escrow fees as agreed upon.

Date _____

SELLER: Michale Giacomazza aka Michael Gatto

By _____

Print Name _____

Title _____

Address _____

City, State, Zip _____

10/2/2011

TABLE OF EXHIBITS

- Exhibit A Description of Property/Preliminary Title Report
Exhibit B Retainer Agreement
Exhibit C Conflict of Interest/Disclosure/Disclaimer

2/28/07

To Enroll
July 3 2008 agreement

between Mansdorf Family Revocable Trust
and or Harry Mansdorf will

on 9/13/09

on or about 2007 My wife and I

AM

contacted Mr. Jamil Gonzales and
asked him to help us get our land

back from paper who said the trust
using false papers and had intention
to steal all of the property owned
by the Mansdorf Trust.

Mr. Gonzales offer to help, I told
him that I had no money to plan

He offered to buy the property
if I was able to clear the total

We made a deal to go

My wife and I decided that our

best way to try to get the property

back was to make
a deal to sell the property

for less money and Mr. G was
willing to pay all legal fees. plan

EXHIBIT:

41

NAME: Gonzalez

DATE: 3-5-2015

Yvette Lopez CSR No. 13968

113 .03

3214.19

266.46

1903.41

9/15

45,000,000 Mexican dollars. Since Mr. G. made
three offers to purchase the property before
and I turned them down. When we called
him he was still interested in the
property, so we made a deal. And so far
he has reclaimed some of the property and
has been up to the joint venture.
~~has been~~ Agreement. The next lawsuit
which will be for the La Tuna properties.
These properties were ~~not~~ sold with
no money coming to the TRUST. We
believe Mr. G. has evidence which
will put some people in ~~the~~ jail

The deal we made with Mr. G.

- 1- Mr. G offered \$45,000,000 if ^{He} could get the zoning.
- 2- The property he would get is ~~50%~~ 50% of the Malabu and 50% of all the La Tana properties.
- 3- If the zoning is granted we would be in a joint venture.
- 4- If we do not get the zoning within two and one half years.
- 5- The property would be sold and the trust will be paid \$45,000,000
- 6- Mr. G will pay all legal bill and

Harry Mansdorf
9/29/09

Since this is a joint venture of a sale.

M.B. will do the following:

Pay all Legal Fees

Pay all Zoning Fees

Find the money to finance the project

He will purchase the House at 8111 Alta Dr.

For ~~\$7,000,000~~ \$7,000,000 U.S. Dollars

\$53,000 Down 5% to be paid
Quarterly at 6% ~~rate~~

For the above ^{Mr. S.} he will be have earned
50% of all the property under development
Property owned by the Mansdorf Trust
or recovered by M.B.

Now then if the zoning ~~cannot~~
cannot be approved in 1 1/2 years.

The property will be sold for
fore market value and the Trust
will receive \$45,000,000

~~All Contracts~~

all agreements and or
contract will be done by
~~the~~ the Company however.

~~No~~ No money that is raised for
the project will not
be used in any other project

(4)

Subj: **Joint Venture Amendment**
Date: 10/12/2009 11:30:26 A.M. Pacific Daylight Time
From: jaimexamesjames@msn.com
To: flatterym@aoi.com

Good Morning Michael,

I'm at the tail end of an Unbelievable 5 year Journey. I went through 7 Attorneys to get the Mansdorf property returned to there family's Trust, all seven had other plans for the Mansdorf's fortune. It's clear as day, Harry's sibling were murdered.

In the most recent case reported by the LA Times, you should know, that I found it necessary to hold the Trial Exhibits back from Trial Attorney "Torjesen" till the day of trial. It was the Trial Exhibit, the overwhelming evidence generated the Final Statement of Decision. the Defense found it necessary to make a witness, to keep me out of the courtroom, it was oh so clear to Judge Palmer.

I am currently dealing with 4 Mansdorf case, 3 of which are part of the vicious attack set forth by the perpetrators, shortly after Lee was poisoned to death.

I am about ready to launch a Monster assault against Rhoades and Percell, I have the Trial Exhibit Books ready to set the Record straight. The Mansdorf's LA Tuna property "906 Acres", was taken from Lee, while he had suffered a Massive heart attack, he wasn't expected to survive. Lee discovered the Land had been moved to White Bird, days before he was poisoned to death(as per the Death Code Summary Report), justice will be served as we do not have a statue problem.

As you know Michael, the current Joint Venture Agreement has problems. The fact that the JV Agreement is weak, puts me in a very bad situation, please whatever you can do to expedite the Amendment, once accomplished the perpetrators will begin to fade. Please understand that this would be the first time in 9 years that the Mansdorfs priceless Malibu land is free from clouds on Title and I AM THE ONLY OBSTACLE STANDING IN THE WAY TO ACQUIRING the land. Bare in mind Michael, the land was gone, I got it back for Harry, I will stand up to any challenge, you should know it was no easy task and I am luck to be alive, I wish there was time to go into the details, at this all I can say is thank you for tending to Harry and Amendments he retained you handle.

Michael I have asked Harry to share the Trust Amendments and JV Agreement with as many family members as possible, with Harry's approval, I apprised his cousin David Schiff of the current Amendments. Harry indicated he was going to add Schiff and an Aunt to the Trust as Beneficiaries, you may want to address that detail when possible.

When ready please email a file copy of the JV Amendment to Bob Mullen (bobmullen@cox.net).
Thank You Michael, Harry and I appreciate you hard work and effort.

Sincerely,

JJ

Sent on the Sprint® Now Network from my BlackBerry®

Monday, October 12, 2009 AOL: Flatterym@

EXHIBIT: 42
NAME: Gonzalez
DATE: 3-5-2015
Yvette Lopez CSR No. 13966

October 27, 2009

**AMENDMENT 2 CORRECTIONS TO JOINT VENTURE
AGREEMENT BETWEEN THE MANSDORF TRUST AND JAIME
DEJESUS GONZALEZ**

Please verify the numbering sequence, the document restarts numbering at various ARTICLES. (If optional would prefer one numbering pattern throughout the Agreement Example 1-20 and no restarts)

Last Paragraph Page One:
OR SELL (not ultimately sell)

Second to last Paragraph Page 2:
Is to include the Beverly Hills Alta Property

ARTICLE 2

Please add that the Representative for Jaime DeJesus Gonzalez shall be Jaime DeJesus Gonzalez.

ARTICLE 4
ACCOUNTING

4.1 Harry and I have agreed that should we be successful in our quest to secure the Rights Title and Interest to the La Tuna Properties, and a buy out or termination of that respected separate Joint Venture Development Company as spelled out in this Agreement, the Mansdorf Trust and/or Harry's benefices shall be paid an additional




EXHIBIT:	43
NAME:	Gonzalez
DATE:	3-5-2015
Yvette Lopez CSR No. 13966	

10,000,000.00(Ten Million Dollars) for said entity. The Joint Venture entities Pointe Malibu Development Company and La Tuna Canyon Development Company are separate entities/ corporations and may be the bought out/ acquired by Gonzalez at any time, and The Mansdorf Trust may elect to sell his rights at any time thereby giving Gonzalez the first right of refusal.

ARTICLE 6

PROPERTY

6.4 This paragraph is a little tricky, We assume the Contributing Parties are as called out in **D. CONTRIBUTIONS**, which indicates the contributing Party's are Mansdorf Trust and Jaime Dejesus Gonzalez . The reason we are a bit confused is that the initial Party that contributed the land to the said Joint Venture(s) was The Mansdorf Trust. Please insure the language and terms do not confuse or misinterpret out Intent. Jalme Dejesus Gonzalez contribution was as indicated in this agreement, the recovery of the land subject to this JVA. The language in this paragraph sort of leads one to believe the land would return to the Mansdorf Trust who contributed the land to the Joint Venture Agreement, which is not the case here.

ARTICLE 8

TECHNICAL ASSISTANCE OF EACH PARTY

Type-O the word for is misspelled.

ARTICLE 13

CONTINUANCE

1.1 Unclear as to why he numbering went to 1.1 should the numbering sequence continue with 13.1




The JV(s) shall continue for an initial 42 months (3 1/2 Years). In the event that the Pointe Malibu team or the La Tuna Canyon team and Gonzalez not be successful in acquiring the entitlements required to develop either one of the projects, the Pointe Malibu Project and/or the La Tuna Canyon Project. An extension by mutual agreement by either one of the related Policy Boards is first in order, If such an agreement can not be reached by written consent, then either one of the Party's may buy the others interest. In the event that either one of the Party's is unable to satisfy the others interest then the subject properties are to be sold at fair market value of which the Mansdorf Trust is to receive no less the \$45,000,000.00 (Forty Five Million Dollars) for the Malibu Property and or 10,000,00.00 (Ten Million Dollars) for the La Tuna Canyon Property should it successfully be returned to the Mansdorf Trust.

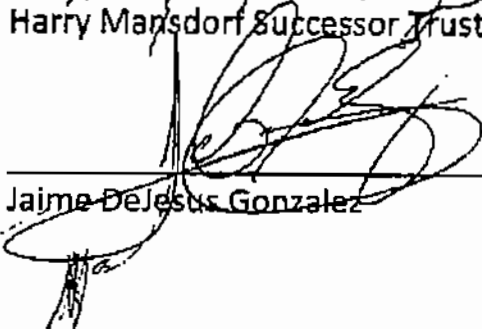
14.1 Type-O "matters"

ARTICLE 17
ASSIGNMENT OF INTEREST

17.1 Paragraph 3, please add and or 10,000,00.00 (Ten Million Dollars) for the La Tuna Canyon Property should it successfully be returned to the Mansdorf Trust.



Harry Mansdorf Successor Trustee of the The Mansdorf Trust 10/27/09
DATE



Jaime DeJesus Gonzalez 10/27/09
DATE

Subj: 2nd Amendment Corrections to Joint Venture Agreement Between The Mansdorf Trust and Jaime DeJesus Gonzalez
Date: 10/27/2009 5:56:04 P.M. Pacific Daylight Time
From: jaimejamesjames@msn.com
To: flatterymp@aol.com, bobmullen@cox.net

Harry and I went over the Agreement and wish to address the following corrections. We agreed to recorder our meeting. I will forward the audio file of the meeting as soon as I transfer the digital audio recording to my computer. Attached is word document with the corrections, later this evening as soon as I get to my office I will fax you the signed version of the attachment.

I addressed both of your concerns with Harry today, He located, signed and mailed your Retainer Agreement along with a check. He apologizes, he has been under pressure dealing with his wife's surgery and the multiple legal matters associated with his family's Trust. He and I both thanks you for your professional help tending to the Agreements as you have. Everything appears to be in order.

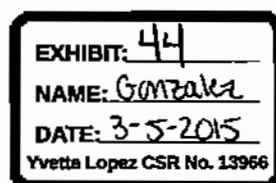
I have 2 concerns which Harry and I wish to address:

A) I have per Harry and his wife's request a General Power of Attorney, we wish for there not to be a conflict of interest in the future, is there and if there is how do we handle it? I'm not sure if Harry has anyone other than his wife that he Trust.

B) Although I am honored to be included in Mansdorf Family Trust, I'm not sure if that too could be potential Problem,
Please Advise

JJ
=

Wednesday, October 28, 2009 AOL: Flatterymp



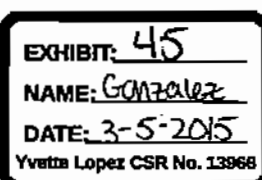
Subj: **Jaime DeJesus Gonzalez**
 Date: 11/4/2009 11:11:11 A.M. Pacific Standard Time
 From: jaimejamesjames@msn.com
 To: flatterymp@aol.com, bohmullen@cox.net, b_etter@yahoo.com, cbw333@gmail.com,
brett@shawcapitalinc.com, halmintz@msn.com

Mr. Flattery,

I thought it would be appropriate for me to give you a brief overview of my relationship with the Mansdorf's. It began sometime in September 2005, I was head hunted by the Notorious W. Patrick Moriarty (Convicted Felon), accredited by the LA Times for the most corrupt crime in modern California history. I was brought in to get Harry Mansdorf to enter into an Purchase Option Agreement involving his Malibu land. Upon meeting Mr. Mansdorf I was introduced as a buyer. Mr. Mansdorf had stated at that time that the property was in escrow, my preliminary investigation/property profile revealed the fact that the property was involved in a legal dispute with Lee Mansdorf's former wife Marilyn Mansdorf BC361011, MARLYLIN MANSDORF vs RUFUS RHOADES ET AL., I was then lead into funding and filing a lawsuit BC366206, LEE MANSDORF vs. MICHELE GIACOMAZZA ET AL., I was told that since I had witnessed the abuse I would be bringing the charges against Giacomazza and approximately 15 other defendants. To my surprise when the lawsuit was filed I was nowhere to be found on any of the documents. The attorney who I had retained was Jose Chavez Junior. When it came time to get Harry under a retainer agreement, Chavez showed up with William Schweitzer whom Harry would sign a Substitution of Attorney with, shortly thereafter when I began asking for my contract/agreement my troubles began, numerous attempts on my life would follow. I then learned that Chavez was a disbarred attorney (See attached State Bar Report) Recently a young man was gunned down in front of my former girlfriends home. The young man Anthony Barajas was on a ride along in a surveillance detail I had arranged, it was I they thought was sitting passenger seat.

The details related to the entire Mansdorf Conspiracy are far to many to go into in this email. We are now filming a Documentary, which will shed light on matter; the Mansdorf case is perhaps the worse Elder Abuse Real Estate Fraud cases in California history, 4 murders so far, to include LEE, NORMAN and MILDRED MANSDROF. Seven attorneys would be dismissed from representing the Mansdorf family as they had fallen victims to the greed factor associated with the matter, not difficult to understand when one realizes the Hundreds of Millions of dollars associated with the matter as recently reported by the LA Times.

Wednesday, November 04, 2009 AOL: Flatterymp



I sit in a most fascinating position at this time, should I live, per Harry's wishes I now control the Mansdorf fortune over and above the 45 Million Dollars Harry opted for. I'm am truly honored and am doing everything humanly possible to do things correctly in accordance with Harry and Linda's wishes, I would gladly pay for your services, however, I am not sure if it would represent a conflict of interest moving forward. I assure you that Mr. Mansdorf will see to it that you are paid in full for your services. He is by all means an honorable businessman who has never failed to pay his obligations.

I have spoken to Harry's cousin and physician Dr, David Schiff whom I believe is the closest relative to Harry, I have recommended to both Harry and Linda that they add Mr. Schiff and or other blood related relatives to the Mansdorf Trust Document, I have also informed Dr. Schiff of all he changes to the Mansdorf Trust Document and also have gone into detail with respects to my Joint Venture Agreement with Harry and the Mansdorf Trust. Fact is Mr. Flattery, that when I entered into the Joint Venture Agreement and before, Harry and the Mansdorf Trust had lost all the assets belonging to the family's trust. It was I with the assistance and support of Bendan Etter and now Bob Mullen, that undisputedly won it back for the family. If you see any problem whatsoever with my Joint Venture arrangement/agreement, by all means please address the matter with whom ever you feel appropriate, I have nothing to hide and wish for this matter to be above board. I thank you for all your help and assure you that I have been straightforward with you. Another attorney will be going over the Amended Joint Venture Agreement with Harry and his wife Linda upon its execution. It has been quite a journey and looking forward to telling my story as it relates to the Mansdorf affair for lack of a better word "Conspiracy". Please if you have any questions whatsoever don't hesitate to ask. The Amended Joint Venture is a most important document which both Harry and I are eager to execute to set the record straight and both thank you for your roll here in this most critical stage of the affair.

Sincerely,

Jaime Dejesus Gonzalez
Aka Jaime James James

Bob Mullen
23151 Moulton Parkway Suite 112
Laguna Hills CA
bobmullen@cox.net
Office 949-588-1198

Mobile: 949-874-8177
Facsimile: 949-588-6258
=

Law Office of
MICHAEL P. FLATTERY

8501 WILSHIRE BOULEVARD, SUITE 240
BEVERLY HILLS, CALIFORNIA 90211
(310)385-8676 ■ FAX (310)385-8424

November 5, 2009

MR. HARRY MANSDORF
811 North Alta Drive
Beverly Hills, CA 90210

Re: Revised Joint Venture Agreement

Dear Mr. Mansdorf:

Pursuant to your request, enclosed you will find a "revised " draft of the Joint Venture Agreement, that I prepared and sent to you on October 21, 2009. This revised document contains the changes you and Jaime requested on the Amendment Corrections document, date October 27, 2009, that was sent to my office. A copy of this revised document has also been sent to Jaime Gonzalez as an email attachment, as per your authorization.

In this draft, I have deleted the enlarged, bold and highlighted type that was in the earlier version of the document, since I understand that those charges were acceptable.

In reviewing the original Joint Venture Agreement, subsequent documents and requested revisions, I still have some questions and comments for your consideration.

1. It is my understanding that your agreement was for Jaime to receive 50% of all properties that were recovered and restored to the Mansdorf Trust. This included the Malibu properties, the La Tuna Properties and the Beverly Hills Residence.

2. In recent conversations, you advised me that Jaime was to "purchase" the Beverly Hills Residence from you for the sum of seven million dollars (\$7,000,000.00). The terms of the purchase were to include a down payment of \$55,000.00 with the balance of the purchase price to accrue interest of 6%, quarterly payments are to be made, with the entire purchase price being paid in full in five (5) years. Is this correct?

If this is correct, this conflicts with my understanding of your agreement with Jaime that he was to receive a 50% interest in the property if it was recovered and restored to the Mansdorf Trust. Please advise and clarify.

mpf.mansdorf.115

EXHIBIT: 46
NAME: GONZALEZ
DATE: 3-5-2015
Yvette Lopez CSR No. 13966

MR. HARRY MANSDORF
November 5, 2009
page 2 of 3

3. It has been requested that the Joint Venture Agreement also include the Beverly Hills Residence and the La Tuna Properties.

If the Beverly Hills residence is to be sold to Jaime, why would it be included in the Joint Venture agreement? This makes no sense.

I have been advised that the La Tuna Properties have not been recovered or restored to the Mansdorf Trust. Am I correct in understanding that the litigation to recover these properties has not yet been filed? If so, then why include these properties in the Joint Venture Agreement? These properties, if recovered and restored to the Mansdorf Trust, should be the subject of another Joint Venture Agreement.

4. If title to all, or any portion, of the properties that are recovered and restored to the Mansdorf Trust are thereafter transferred to other individuals or entities, they will likely be reassessment for property tax increase purposes. If that happens, the property taxes could be increased to an amount that you may be unable to pay. Have you considered this consequence of transferring all or any portion of the properties? You should consult with a real property tax expert on this issue.

In the October 27, 2009 memorandum that was sent to me, I have some questions regarding the requested changes/amendments.

On page one there is a notation that says: "Second to last Paragraph Page 2: Is to include the Beverly Hills Alta Property." I have addressed this issues above. Is this property to be sold to Jaime and therefore, not included in the Joint Venture?

On page one, there is a request to make changes to ARTICLE 4. Since the La Tuna Properties have not been recovered or restored, and there is no indicate when this may actually happen, why include this in the Joint Venture Agreement. If you wish to give Jaime an "option" to purchase any interest that the Mansdorf Trust may acquire/recover to these properties, that could be provided for in a separate document.

On page two, there is a request to make changes to ARTICLE 6. regarding the Contributions. It suggests that the Mansdorf Trust is contributing the property and Jaime's contribution "was as indicted in this agreement, the recovery of the land subject to the

MR. HARRY MANSDORF

November 5, 2009

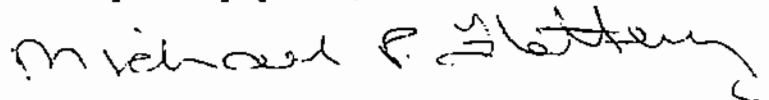
page 3 of 3

JVA." This goes back my comments in paragraph 1 above. Was the agreement that Jaime was to receive 50% of the properties that were recovered and restored to the Mansdorf Trust? If that is the case, then the Mansdorf Trust and Jaime would each own a 50% interest. The Joint Venture Agreement (JVA) contemplates both the Mansdorf Trust and Jaime each contributing their 50% interest in the properties to the Joint Venture Agreement. Is this incorrect? Is the Mansdorf Trust contributing its 50% and Jaime is not required to contribute his 50%? Or, by the Mansdorf Trust contributing 100% of the property to the Joint Venture Agreement, and Jaime becoming a 50% owner of the Joint Venture, Jaime will effectively own 50% of the properties? If the title to the properties is transferred to the Joint Venture, this may trigger a reassessment and an increase in real property taxes as suggested above.

Please review this most recent draft carefully to confirm that the changes meet with your approval. If additional changes are necessary, please advise and a final draft that is acceptable to you and Jaime will be prepared. I have been advised that you have located another attorney who will review this document with you, as an independent counsel, as suggested by your former attorney John C. Torjesen.

If you have any questions, feel free to contact this office.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Michael P. Flattery", with a stylized flourish at the end.

Michael P. Flattery

MPF:bt
enclosure

mpf.mansdorf.lts

AMENDMENT TO THE MANSDORF FAMILY REVOCABLE TRUST

I, Harry Mansdorf (aka Harold Mansdorf) on October 21st, 2010 as Trustee of the Mansdorf Family Revocable Trust which at various times has been identified or referred to as the Mansdorf Family Trust and /or the Mansdorf Trust, being of sound mind and memory and not acting under duress, fraud or undue influence, here on set forth, that should I for any reason become disabled or incapacitated and/or upon my demise hereby "IRREVOCABLY" appoint my associate and friend Jaime DeJesus Gonzalez, as the Successor Trustee to the Mansdorf Family Revocable Trust also identified as the Mansdorf Family Trust and /or the Mansdorf Trust, originally created on August 31st, 1967, restated on August 16th, 1976, (Hereinafter referred to as the "Mansdorf Trust")

All previous amendment to the Mansdorf Trust are hereby revoked and cancelled in their entirety.

On July 3rd, 2008 as Trustee of the Mansdorf Trust, I entered into a Joint Venture Agreement with Jaime DeJesus Gonzalez herein referred to as the "JVA" and attached as Exhibit " 1 ". The JVA details how Jaime DeJesus Gonzalez becomes 50% vested in the Mansdorf Trust Real property assets at which point the assets will be held in The Mansdorf Trust vested as follows:

HARRY MANSDORF	50%
JAIME DEJESUS GONZALEZ	50%

The "JVA" provided for Jaime DeJesus Gonzalez to acquire the complete ownership of the 1291 acres (approximate) of the Malibu property located in Ventura County and 811 North Alta Drive, Beverly Hills CA 90210 for 45 Million dollars by a certain date which has expired. This Amendment hereby sets a new acquisition price of \$22,500,000.00 (Twenty-Two Million, Five Hundred Thousand Dollars) indefinitely, thereby making it possible for him to attain complete ownership of the Beverly Hills and Malibu properties subject to this amendment which would make it possible for Jaime deJesus Gonzalez to see through my family's wishes of developing the "Pointe Mallbu" project identified in the "JVA".

The ownership of the Malibu and Beverly Hills properties subject to the "JVA" have been affirmed by and between The Mansdorf Trust and Jaime DeJesus Gonzalez on the January 6th, 2010 by the Judgment from LASC Case No. BC385946, The Mansdorf Family Trust vs. Michele Giacomazza Et Al. in favor of The Mansdorf Family Trust herein attached as Exhibit " 2 ".

The subject JVA also references the "LA TUNA CANYON" property which on July 24th, 2008 on behalf of the Mansdorf Trust, I designated a "Chosen Action" for, in favor of Jaime DeJesus Gonzalez, therein which Jaime DeJesus Gonzalez

Page 1 of 2

AMENDMENT TO THE MANSDORF FAMILY REVOCABLE TRUST

EXHIBIT: 47
NAME: Gonzalez
DATE: 3-5-2015
Yvette Lopez CSR No. 13966

would retain the rights to recover the "LTC" property on behalf of the Mansdorf Trust, just as he succeeded to do so for the subject Malibu and the Beverly Hills properties. An updated list of the properties subject to this Amendment are identified by parcel numbers and/or property descriptions, not only for the La Tuna Canyon properties (950 acres) but also the Malibu and Beverly Hills properties affected by this amendment is herein attached as Exhibit "3".

Should Jaime DeJesus Gonzalez now prevail on behalf of the Mansdorf Trust to have the subject "LTC" properties returned to the Mansdorf Trust, the subject "LTC" properties will be vested between Harry Mansdorf and Jaime DeJesus Gonzalez 50/50 under the Mansdorf Trust, just as the Malibu and Beverly Hills properties became vested upon their successful return to the Mansdorf Trust as per the "JVA".

Upon my demise my 50% interest of the Mansdorf Trust shall transfer to my beneficiary, LINDA FLORENCE MANSDORF my wife. Should Jaime DeJesus Gonzalez choose to exercise his "Buy-Out Option" for the Malibu and Beverly Hills properties, the Buy-Out proceeds "\$22,500,000.00" would here then be paid to my wife who will honor my wishes of paying the following Beneficiary as follows:

Lillian Springer \$ 2,000,000.00
No later than 3 years from the date of my passing

If any beneficiary under this amendment in any manner directly or indirectly, contests my Trust or any of its provisions in any legal proceeding that is designed to thwart my wishes as expressed in this my final amendment to my family's trust, any share or interest in my estate given to that contesting beneficiary under this Amendment is revoked and shall be disposed as if that contesting beneficiary had predeceased me without issue.

If any provision of this amendment is unenforceable, the remaining provisions shall remain in full effect. My attorney Robert Mullen and/or attorneys he see fit may restate this Amendment to add the appropriate legal language as he feels may be required to carry out my wishes as described in this Amendment to my families Trust, the Mansdorf Family Revocable Trust which at various times has been identified or referred to as the Mansdorf Family Trust and /or the Mansdorf Trust

Harry Mansdorf, Trustee
HARRY MANSDORF, as Trustee of the Mansdorf Family Revocable Trust aka as the Mansdorf Family Trust and /or the Mansdorf Trust

10/21/2010
DATE

Harry Mansdorf
Harry Mansdorf, Individually

10/21/2010
DATE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On OCT 21, 2010 before me, RANDOLPH EDELMAN, Notary Public
(Here insert name and title of the officer)

personally appeared HARRY MAYSORE

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.

Randolph Edelman
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AMENDMENT TO REVOCABLE
(Title or description of attached document)

TRUST. MAYSORE FAMILY
(Title or description of attached documents continued)

Number of Pages 2 Document Date 10.21.2010

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☒ Trustee(s)
☐ Other

NOTICE OF REVOCATION OF TRUST

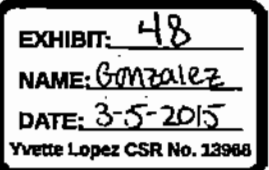
TO: Harry Mansdorf and Linda Florence Mansdorf, Trustees
FROM: Harry Mansdorf and Linda Florence Mansdorf, Settlers

This notice is to inform you that we have revoked the H & L Mansdorf Family Trust dated May 12, 2010, in its entirety. A copy of the Revocation of Trust is attached hereto and made a part hereof.

Dated: 4-27-11

Harry Mansdorf
Harry Mansdorf

Linda Florence Mansdorf
Linda Florence Mansdorf



REVOCATION OF TRUST

Pursuant to the powers reserved in the Settlers under Paragraph 3.01 (Powers of Revocation and Amendment while both Settlers are Living) of Article 3 (Rights and Powers of Settlers) of the H & L Mansdorf Family Trust dated May 12, 2010, entered into between Harry Mansdorf and Linda Florence Mansdorf, husband and wife, as Settlers, and Harry Mansdorf and Linda Florence Mansdorf, husband and wife, as Trustees, the Settlers hereby cancel and revoke the H & L Mansdorf Family Trust dated May 12, 2010, in its entirety.

Executed this 29 day of April, 2011.

Harry Mansdorf
Harry Mansdorf, Settlor
Linda Florence Mansdorf
Linda Florence Mansdorf, Settlor

STATE OF CALIFORNIA

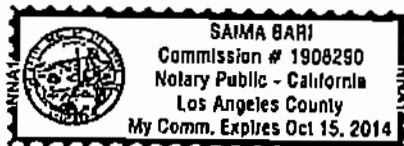
COUNTY OF Los Angeles } ss.

On April 29, 2011, before me, Saima Bari, Notary Public, personally appeared Harry Mansdorf and Linda Florence Mansdorf, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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.

(SEAL)



Saima Bari
Notary Public

Kristin MacDonald

From: Kristin MacDonald
Sent: Saturday, June 11, 2011 11:33 AM
To: 'jaime@pointemalibu.com'; 'jaimejaimes@msn.com'
Cc: 'Bob Mullen'
Subject: RE: Mansdorf Estate Planning - Information Needed..

From: Kristin MacDonald
Sent: Saturday, June 11, 2011 11:32 AM
To: 'jaime@pointemalibu.com'; 'jaimejaimes@msn.com'
Cc: 'Bob Mullen'
Subject: Mansdorf Estate Planning - Information Needed..

Hi Jaime,

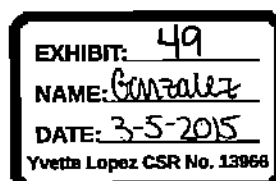
As a reminder, we would like to finalize the asset Schedules for Mr. Mansdorf so that they can be forwarded to him along with all of his other estate planning documents that were executed in our office on March 22, 2011. When we last met, you were going to forward this information to us. In addition, we provided an Asset Information Worksheet for you to complete and return. To date, we have not received any of this information.

I have attached for your reference Drafts of the Schedule A and Schedule B, which we have prepared based on the only information we have received to date.

I look forward to hearing from you and receiving this information.

Thank you.

Kristin MacDonald
Paralegal for Brown & Streza LLP
8105 Irvine Center Drive, Suite 700
Irvine, CA 92618
phone: 949.453.2900 ext. 152
fax: 949.453.2916
email: kristin.macdonald@brownandstreza.com



SCHEDULE A

Mansdorf Family Revocable Trust dated August 31, 1967

Real Property

811 North Alta Drive, Beverly Hills, CA
APN: 4350-001-018

LOS ANGELES COUNTY LA TUNA CANYON PARCELS (APN #S)

2561-007-016	2563-026-006	2563-028-005	2562-005-007
2562-004-009	2562-004-011	2561-033-003	2572-006-036
2563-025-006	2561-007-018	2563-028-015	2545-018-022
2563-025-009	2561-007-022	2572-026-037	2563-028-014
2762-003-015	2545-018-002	2563-028-007	2562-005-006
2562-003-005	2562-028-012	2401-032-008	2561-009-006
2562-003-012	2561-003-002	2401-032-006	2562-004-005
2401-032-007	2561-007-010	2561-009-007	2546-010-009
2562-005-003	2562-005-004	2562-033-001	2546-010-005
2561-007-012	2563-028-002	2561-009-013	2401-032-005
2563-005-007	2562-006-009	2572-026-040	2561-009-015
2562-007-001	2572-026-041	2562-007-019	2562-004-001
2562-006-003	2545-018-004	2563-028-006	2562-004-006
2562-006-005	2546-010-007	2563-028-010	2562-004-008
2561-009-012	2534-010-009	2563-028-011	2562-004-014
2562-006-006	2561-007-013	2561-009-005	2401-032-003
2562-006-008	2561-007-007	2561-009-016	2561-033-002
2562-008-006	2563-028-003	2563-028-004	2561-009-010
2572-026-032	2561-031-004	2401-034-005	2563-028-016
2563-028-008	2563-028-009	2563-028-012	2563-028-013

VENTURA COUNTY MALIBU PARCELS (APN #S)

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

Notes and Deeds of Trust

* TITLE NOT HELD IN TRUST

March 22, 2011

Page 1 of 2

SCHEDULE A – CONTINUED

Mansdorf Family Revocable Trust dated August 31, 1967

Business and Partnership Interests

Securities

Cash

Union Bank of California
Account No. 5170003405

Citibank
Account No. 40048073593

First Federal Bank
Account No. 60200591048

Other

All personal property assets including but not limited to household items and furnishings, clothing, motorized and unmotorized vehicles, appliances, jewelry, furs, and other tangible articles of personal nature.

^a TITLE NOT HELD IN TRUST

SCHEDULE B

Mansdorf Family Revocable Trust dated August 31, 1967

Life Insurance

1. Insurer:
Insured:
Policy #:
Face Amount:
Type of Policy:
Owner:
Beneficiary:

Retirement Plans

1. Name of Company:
Type of Plan:
Account #:
Owner:
Beneficiary:
Primary Benef:
Contingent Benef:
2. Name of Company:
Type of Plan:
Account #:
Owner:
Beneficiary:
Primary Benef:
Contingent Benef:

Annuities

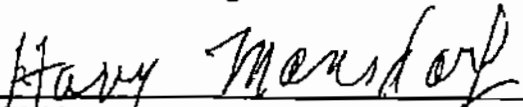
1. Name of Company:
Annuitant:
Type of Plan:
Account #:
Owner:
Beneficiary:
Primary Benef:
Contingent Benef:

**AMENDMENT TO
JOINT VENTURE AGREEMENT
Dated July 3rd, 2008**

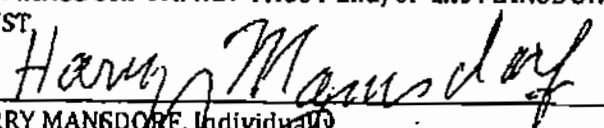
This **AMENDMENT** made and entered into as of this 8th day of March 2011, (the "Effective Date"), by and between HARRY MANSDORF (aka Harold Mansdorf) individually and as Successor Trustee of the MANSDORF FAMILY REVOCABLE TRUST, dated August 31st 1967, restated on August 16th, 1976, also known as/or referred to as the MANSDORF FAMILY TRUST and/or the MANSDORF TRUST, collectively referred to throughout the subject July 3rd, 2008 JOINT VENTURE AGREEMENT as "HM" on one hand and JAIME DEJESUS GONZALEZ an individual referred to as "JG" on the other hand. (HM and JG are Collectively referred to as the PARTIES)

This Amendment is hereby set forth to set a "New" BUY OUT PURCHASE PRICE addressed on page 5 as **ARTICLE X BUY OUT PURCHASE RIGHT, "10.1 Buy Out Clause"** in the subject July 3rd, 2008 JOINT VENTURE AGREEMENT between the PARTIES.

The New Purchase Price subject to the Joint Venture Agreement previously set at \$45,000,000.00 (Forty Five Million Dollars) is now set at **"\$22, 500,000.00"** (Twenty Two Million Five Hundred Thousand Dollars). This New Purchase Price shall remain in effect indefinitely (No Expiration). The terms and conditions subject to the BUY OUT Clause identified in the subject Joint Venture Agreement shall remain the same; the funds needed to execute the purchase price may be secured by the PROPERTIES, through a loan or otherwise.



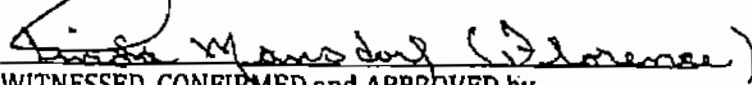
HARRY MANSDORF As Trustee to The MANSDORF FAMILY REVOCABLE TRUST, also known as and/or referred to as The MANSDORF FAMILY TRUST and/or The MANSDORF TRUST



HARRY MANSDORF, Individually



JAIME DEJESUS GONZALEZ



WITNESSED, CONFIRMED and APPROVED by
LINDA MANSDORF (FLORENCE)

*See attached
for notary*

ACKNOWLEDGMENT

State of California
County of Los Angeles

On 3/8/2011 before me, Saima Bari, Notary Public
(Insert name and title of the officer)

personally appeared Harry Markdorf, Nime Dejeus Gonzalez, Linda Mansdorf
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.

Signature



(Seal)



ATTENTION: DIANE HERMEN

To: David A Brown Esq.
BROWN & STREZA

Date: March 22, 2011

From: Harry Mansdorf
Jaime DeJesus Gonzalez

Re: Possible Challenge to the Mansdorf Family Revocable Trust
Amendment

I have apprised Harry of the following possible challenges to his intentions.

In anticipation of a possible challenge - either during his lifetime or after his demise. I set forth the following concerns:

FACTS:

1) I may be considered a "caregiver" to Harry Mansdorf. I've been told that I am the primary reason that Harry is alive today. I am often the person who has taken Harry to the hospitals and doctors, obtains his medication and provides for legal assistance etc.

2) Persons who might challenge Harry's intentions to turn ownership and control of the Mansdorf family estate to "caregiver" Jaime Gonzalez - are aware of Jaime Gonzalez "caregiver" role during the past and present time period.

3) I have been told that there are precedent-level cases that have determined that a "caregiver" can be presumed to have exerted "undue influence". If the "caregiver" obtains "significant benefit" from the relationship. (Is this information correct?).

The Questions are:

A) Does the "caregiver" role of Jaime Gonzalez to a possible presumption of "undue Influence"?

B) Is there any possible challenge arising from these facts?

C) Can anything be done now to preclude a later challenge per Harry's wishes?

EXHIBIT: 52
NAME: Gonzalez
DATE: 3-5-2015
Yvette Lopez CSR No. 13966

THE FOLLOWING IS
A LIST OF
STOCKS & BONDS
SOME OR ALL
BELIEVED TO
HAVE BEEN
STOLEN FROM
THE MANSDORF FAMILY
AND OR MANSDORF FAMILY
TRUST.

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. END OF LEGAL DESCRIPTION

LA TUNA CANYON UNDEVELOPED RAW LAND

LOCATED IN LA TUNA CANYON, CALIFORNIA; IN THE COUNTY OF LOS ANGELES, 56
(FIFTY SIX) PARCELS IDENTIFIED BY THE FOLLOWING LOS ANGELES COUNTY
ASSESSOR'S PARCEL NUMBERS. THE LAND IS BELIEVED TO OF BEEN DEFRAUDED
FROM THE MANSDORF TRUST AND IS CURRENTLY UNDER PRIVATE
INVESTIGATION TO DETERMINE WHO, HOW AND WHEN THE PROPERTY LEFT THE
MANSDORF TRUST. UPON COMPLETION OF THE PRIVATE INVESTIGATION, A CIVIL
COMPLAINT AND/OR CRIMINAL CHARGES WILL BE FILED AGAINST THE
PERPETRATORS WITH THE APPROPRIATE COURTS AND OR AUTHORITY'S, IN
EFFORT TO HAVE THE PROPERTY RETURNED TO THE MANSDORF FAMILY TRUST

2546-006-15	2563-028-13	2563-025-06	2563-028-05
2546-006-16	2562-003-12	2563-028-12	2563-028-06
2546-006-19	2562-003-13	2563-028-14	2563-026-06
2561-003-02	2462-004-05	2563-028-15	2563-026-09
2561-007-10	2562-004-06	2563-028-16	2563-028-11
2561-009-05	2562-006-09	2546-010-09	2563-028-17
2561-009-10	2572-026-40	2561-007-23	2563-028-07
2561-009-12	2572-026-41	2561-010-05	2563-009-12
2561-009-13	2572-028-07	2545-018-02	2401-031-03
2561-009-16	2572-028-08	2401-032-08	2561-007-16
2561-031-01	2562-028-09	2563-028-02	2562-008-06
2562-003-02	2563-028-10	2563-028-03	2562-026-32
2562-003-05	2545-028-04	2563-028-04	2562-026-36
2561-003-12	2546-010-07	2563-007-07	2572-026-37

750,000,000 ACRES (Seven Hundred and Fifty Thousand Acres) LOCATED IN
VALENZUELA, PURCHACHED FROM NOW PRESIDENT, HUEGO CHAVEZ,
CURRENTLY UNDER PRIVATE INVESTIGATION. HUGO CHAVEZ WRONGFULLY AND
FRAUDULENTLY HELD BACK LEGAL TITLE TO THE PROPERTY AFTER TAKING

POSSESSION OF THE AIRCRAFT THE MANSDORF FAMILY'S TRUST HAD TRADED FOR THE UNDEVELOPED RAW LAND.

STOCKS, WHICH MAY HAVE POSSIBLY BEEN SOLD, THE SELL OF THE FOLLOWING STOCKS COULD ONLY OF BEEN TRANSACTED BY MY BROTHER LEE, ANY OTHER TRANSFER OR SELL WOULD OF BEEN A FRAUDULENT ACT COMMITTED AGAINST MY FAMILY'S TRUST THE "MANSDORF'S TRUST". I AM UNCERTAIN AS TO WHETHER OR NOT THE STOCKS WERE SOLD OR NOT BECAUSE MY BROTHER LEE HANDLED ALL STOCK RELATED MATTERS.

100	SHARES OF BOSTON, MAINE RAILROAD
1000	SHARES OF THE COMMON STOCK OF SATURN AIRWAYS, 600 OF WHICH WOULD BE IN LEE MANSDORF'S NAME AND REPRESENTED BY CERTIFICATE NO. N5587, AND 400 OF WHICH ARE IN STREET NAME AND HELD BY DEMPSEY-TEGELER AND COMPANY INC.
18,600	SHARES OF UNEXCELLED, INC., WHICH ARE IN STREET NAME AND HELD BY DEMPSEY-TEGELER AND COMPANY, INC
1200	PAN AMERICAN WORLD AIRWAYS, INC.
10,000	EQUITY GOLD INC.
24,431	PAN AMERICAN INTERNATIONAL INC.
1000	SEAGULL INDUSTRIES, INC
26	CHEMWORTH CORPORATION
66	CRONUS INDUSTRIES, INC
672	CAPITAL ENERGY CORPORATION
1000	CUSTER CHANNEL WING CORPORATION
3500	ELECTRO VISION INDUSTRIES, INC

WARRANTS

870	OIL RESOURCES INCORPORATED
-----	----------------------------

CONVERTIBLE DEBENTURES

1450 (\$?) OIL RESOURCES INCORPORATED

BONDS

150,000.00

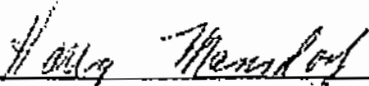
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93,518.00

PRIME INDUSTRIES

Everything spelled out on these 11 Pages are to the best of my knowledge. There may be other assets that may have been fraudulently removed from my family's Trust. I believe Rufus Von Rhoades, who handled various transactions for my Brother Lee was in the best position to of stolen numerous assets including funds from the Mansdorf Family Trust Bank Accounts, particularly the Sanwa Bank, Account Number 122003516 0599 12538

My brother Lee had suspected Rhoades was up to no good, weeks before he died. The death report from the hospital, indicates my brother Lee was poisoned to death. My sister Mildred had a lump on her head, which I believe Michele Giacomazza who was near her, alone, may have done something to cause her death. Giacomazza was also in our home when Norman died. My family and I served our country the United States of America, in more ways than one. I hope and pray someone someday can help bring justice to the group who has destroyed my family, to get to our property; we worked hard our entire lives to earn. This is not America


HARRY (HAROLD) MANSDORF AS TRUSTEE OF THE MANSDORF TRUST
ALSO KNOWN AS THE MANSDORF FAMILY TRUST AND THE
MANSDORF FAMILY REVOCABLE TRUST

3/15/09
DATE


HARRY (HAROLD) MANSDORF INDIVIDUALLY

3/15/09
DATE

DURABLE POWER OF ATTORNEY

[BROAD FORM]

[Cal. Probate Code §§4000-4948]

IT IS MY INTENTION TO GRANT, IN THIS DOCUMENT, THE BROADEST POSSIBLE POWERS PERMISSIBLE UNDER CALIFORNIA LAW, AND THE DOCUMENT MUST BE INTERPRETED WITH SUCH INTENT IN MIND. FURTHER, I HAVE INTENTIONALLY LIMITED THOSE POWERS THAT WOULD CAUSE ADVERSE ESTATE, GIFT, AND INCOME TAX CONSEQUENCES TO ME AND MY DESCENDANTS, AND THE DOCUMENT MUST BE INTERPRETED WITH SUCH INTENT IN MIND. FINALLY, I SPECIFICALLY AUTHORIZE AND DIRECT MY ATTORNEY-IN-FACT TO SEEK DAMAGES FROM ANY AND ALL FINANCIAL INSTITUTIONS THAT MAY DAMAGE ME, MY HEIRS, OR MY ASSIGNS BY REFUSING TO ALLOW MY ATTORNEY-IN-FACT TO ACT ON MY BEHALF OR BY CAUSING SUBSTANTIAL DELAY IN ALLOWING MY ATTORNEY-IN-FACT TO ACT ON MY BEHALF.

KNOW ALL PERSONS BY THESE PRESENTS, that I, Harry Mansdorf, of Los Angeles County, California, hereby revoke any general power of attorney and any durable power of attorney that I have heretofore given to any person, and by these Presents do constitute, make and appoint Linda Florence Mansdorf and Jaime DeJesus Gonzalez my true and lawful attorneys-in-fact. In the event that either Linda Florence Mansdorf or Jaime DeJesus Gonzalez is unable or unwilling to serve or act as such attorney-in-fact, then and in that event, I constitute, make and appoint J. Robert Mullen my true and lawful attorney-in-fact to serve with the one remaining.

I give to my attorney(s)-in-fact the power to do anything or take any action on my behalf that I, as a natural person, could do or take for myself; including, but not limited to, the following:

1. To ask, demand, sue for, recover and receive all sums of money, debts, goods, merchandise, chattels, effects and things of whatsoever nature or description which are now or hereafter shall be or become owing, due, payable, or belonging to me in or by any right whatsoever, and upon receipt thereof, to make, sign, execute and deliver such receipts, releases or other discharges for the same, respectively, as he or she shall think fit.
2. To deposit any moneys which may come into his or her hands as such attorney(s)-in-fact with any bank or bankers, either in my or his/her own name, and any of such money or any other money to which I am entitled which now is or shall be so deposited to withdraw as he or she shall think fit; to sign mutual savings bank and federal savings and loan association withdrawal orders; to sign and endorse checks payable to my order and to draw, accept, make, endorse, discount, or otherwise deal with any bills of exchange, checks, promissory notes or other commercial or mercantile instruments; to borrow any sum or sums of money on such terms and with such security as he or she may think fit and for that purpose to execute all notes or other instruments which may be necessary or proper, and to have access to any and all safe deposit boxes registered in my name.

EXHIBIT: 53
NAME: Gonzalez
DATE: 3-5-2015
Yvette Lopez CSR No. 13968

3. To sell, assign, transfer and dispose of any and all stocks, bonds (including U.S. Savings Bonds), loans, mortgages or other securities registered in my name; and to collect and receipt for all interest and dividends due and payable to me.

4. To exercise the rights granted to me with respect to any and all life insurance contracts insuring the life of the Grantor of this power; including, but not restricted to, the right to assign, reinstate, borrow the cash value, withdraw dividends, change dividend options, convert from term insurance to whole life insurance, exercise options to purchase additional insurance, apply for waiver of premium benefits and execute all forms necessary to continue such benefits, gift contracts by changing the ownership to my attorney(s)-in-fact or any other person or persons, entities or trust(s), and to change the beneficiary to my attorney(s)-in-fact or any other person or persons, other entities or trust(s).

5. To exercise the rights granted to me with respect to any and all annuity contracts; including, but not restricted to, the right to assign, reinstate, withdraw the accumulated value, apply for waiver of premium benefits and execute all forms necessary to continue such benefits, select settlement options, change the annuity date, gift contracts by changing the ownership to my attorney(s)-in-fact or any other person or persons, other entities, or trust(s), and to change the beneficiary to my attorney(s)-in-fact or any other person or persons, other entities or trust(s).

6. To invest in my name in any stock, shares, bonds, (including U.S. Treasury Bonds referred to as "flower bonds"), securities or other property, real or personal, and to vary such investments as he or she, in his or her sole discretion, may deem best; and to vote at meetings of shareholders or other meetings of any corporation or company and to execute any proxies or other instruments in connection therewith.

7. To enter into and upon my real estate, and to let, manage and improve the same or any part thereof, and to repair or otherwise improve or alter, and to insure any buildings thereon; to sell, convey, either at public or private sale or exchange any part or parts of my real estate or personal property for such consideration and upon such terms as he or she shall think fit, and to execute and deliver good and sufficient deeds or other covenants of warranty or otherwise as he or she shall see fit, and to give good and effectual receipts for all or any part of the purchase price or other consideration; and to mortgage my real estate and in connection therewith to execute bonds and warrants and all other necessary instruments and documents; and to convert land title from joint tenancy to community property.

8. To contract with any person for leasing for such periods, at such rents and subject to such conditions as he or she shall see fit, all or any of my said real estate; to give notice to quit to any tenant or occupier thereof; and to receive and recover from all tenants and occupiers thereof or of any part thereof all rents, arrears of rent, and sums of money which now are or shall hereafter become due and payable in respect thereof; and also on non-payment thereof or of any part thereof to take all necessary or proper means and proceedings for determining the tenancy or occupation of such tenants or occupiers, and for ejecting the tenants or occupiers and recovering the possession thereof.

9. To commence, prosecute, discontinue or defend all actions or other legal proceedings pertaining to me or my estate or any part thereof; to settle, compromise, or submit to arbitration any debt, demand or other right or matter due me or concerning my estate as he or she, in his or her sole discretion, shall deem best and for such purpose to execute and deliver such releases, discharges or other instruments as he or she may deem necessary and advisable; and to satisfy mortgages, including the execution of a good and sufficient release, or other discharge of such mortgage.

10. To execute, acknowledge and file all Federal, State and Local tax returns of every kind and nature, including, without limitation, income, gift and property tax returns.

11. To engage, employ and dismiss any agents, clerks, servants or other persons as he or she, in his or her sole discretion, shall deem necessary and advisable.

12. To fund, revoke, or amend any living trust, also commonly known as a revocable trust or a family trust, and to execute a new living trust.

13. To fund and/or execute any irrevocable trust for the benefit of my descendants.

14. To make gifts to my spouse, my descendants, spouses of my descendants, my issue, spouses of my issue, and/or any trust that I or my spouse have created for their benefit upon such terms and conditions as he or she, in his or her discretion, shall determine, and to consent to split gifts made by my spouse to any person or persons or trusts. My attorney(s)-in-fact may make gifts to himself or herself, outright or in trust, to the extent reasonably necessary to provide for his or her health, education, maintenance, and support in accordance with his or her accustomed manner of living for the remainder of his or her life.

15. To exercise testamentary and inter vivos powers of appointment by the means directed by the instrument granting the power of appointment, including, but not limited to, written instrument or living trust, whether by amendment, revocation, or new execution.

16. To make inter vivos or testamentary gifts to nonprofit organizations described in each of Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code. These gifts to nonprofit organizations may be made for any purpose and in any manner deemed appropriate in the sole discretion of my attorney(s)-in-fact, including, but not limited to, outright gifts, split-interest trusts, donor-advised funds, charitable gift annuities, pooled income funds, endowment funds, and quasi-endowment funds. Split-interest trusts may include, but shall not be limited to, charitable lead trusts described in each of Sections 170(f)(2)(B), 2055(e)(2)(B), and 2522(c)(2)(B) of the Internal Revenue Code and charitable remainder trusts described in Section 664(d) of the Internal Revenue Code. Gifts made through split-interest trusts shall only benefit one or more of me, my spouse, my descendants, spouses of my descendants, my issue, spouses of my issue, and/or any trust that I or my spouse have created for their benefit and nonprofit organizations described in each of Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code. **I have expressly authorized my attorney(s)-in-fact to make both inter vivos and testamentary gifts to nonprofit organizations in this instrument**

because it is my desire, and I deem it to be in my best interest, to benefit nonprofit organizations during my lifetime and after my death and to reduce or eliminate income, gift, estate, and generation-skipping transfer taxes.

17. To perform any and all activities listed under Section 4263 of the California Probate Code, including, but not limited to, the power to (i) create, modify, or revoke a trust; (ii) fund with the principal's property a trust not created by the principal or a person authorized to create a trust on behalf of the principal; (iii) make or revoke a gift of the principal's property in trust or otherwise; (iv) exercise the right to make a disclaimer on behalf of the principal; (v) create or change survivorship interests in the principal's property in which the principal may have an interest; (vi) designate or change the designation of beneficiaries to receive any property, benefit, or contract right on the principal's death; and (vii) make a loan to the attorney-in-fact.

18. To receive my Social Security benefits, as a representative payee or otherwise, and to otherwise manage my Social Security benefits and payments.

19. To perform any and all acts authorized by the following sections of the California Probate Code: (i) §§2350-2359 and §§2400-2408 (Powers of Guardians or Conservator of the Person); (ii) §§4400-4409 (Uniform Statutory Form Power of Attorney Act); and (iii) §§16200-16249 (Trustee Powers), all of which powers are incorporated by reference pursuant to California Probate Code §4263.

20. In general, to do all other acts, deeds and matters whatsoever in or about my estate, property and affairs as fully and effectually to all intents and purposes as I could do in my own proper person if personally present, giving to my said attorney(s)-in-fact power to make and substitute under him or her an attorney(s)-in-fact for all the purposes herein described, hereby ratifying and confirming all that the said attorney(s)-in-fact or substitute or substitutes shall do therein by virtue of these Presents.

21. In addition to the powers and discretion herein specially given and conferred upon my attorney(s)-in-fact, and notwithstanding any usage or custom to the contrary, to have the full power, right and authority to do, perform and to cause to be done and performed all such acts, deeds and matters in connection with my property and estate as he or she, in his or her sole discretion, shall deem reasonable, necessary and proper, as fully, effectually and absolutely as if he or she were the absolute owner and possessor thereof.

22. To do all acts that a court appointed conservator of my person and estate could do on my behalf under the law of the state in which I am a resident at the time my disability commences and to be held to the same high standard of care that a court appointed conservator of my person and estate would be held to while serving as conservator of my person and estate without the necessity of a court proceeding for conservatorship and without bond.

Notwithstanding any other possible language to the contrary in this document, my attorney-in-fact is specifically forbidden from using my assets to discharge my attorney-in-fact's own legal obligations, including support of dependents; to exercise any trustee power under an irrevocable trust of which the attorney-in-fact is a settlor and I am a trustee; or exercise

incidents of ownership over any life insurance policies that I own or that a trust I create owns on the life of the attorney-in-fact.

If I have appointed two (2) or more persons to serve concurrently under this document, they must act together, and all must sign whenever necessary. However, if one (1) or more dies, resigns or is unable to act because of incapacity, the one(s) remaining shall continue to serve as attorney(s)-in-fact.

This power of attorney shall not be affected by the subsequent disability or incapacity of the principal. [Cal. Prob. Code §4124]

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

WARNING TO PERSON EXECUTING THIS DOCUMENT

1. THIS DOCUMENT MAY PROVIDE THE PERSON YOU DESIGNATE AS YOUR ATTORNEY(S)-IN-FACT WITH BROAD POWERS TO DISPOSE, SELL, CONVEY AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.

2. THESE POWERS WILL EXIST FOR AN INDEFINITE PERIOD OF TIME UNLESS YOU LIMIT THEIR DURATION IN THIS DOCUMENT. THESE POWERS WILL CONTINUE TO EXIST NOTWITHSTANDING YOUR SUBSEQUENT DISABILITY OR INCAPACITY.

3. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME.

March IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of 2011.

Harry Mansdorf
Harry Mansdorf

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On March 22, 2011, before me, Kristin MacDonald

Notary Public, personally appeared Harry Mansdorf, 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.



Justin Macdonald
Notary Public

(SEAL)

OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT DURABLE POWER OF ATTORNEY

DATE OF DOCUMENT 3-22-2011 NUMBER OF PAGES 6

NOMINATION OF CONSERVATOR

If a Court finds it necessary to appoint a conservator of my person or of my estate, or of both, I nominate the following person(s), in the order listed, to be appointed without bond.

Conservator of Person

1. Linda Florence Mansdorf
2. Jaime DeJesus Gonzalez
3. J. Robert Mullen

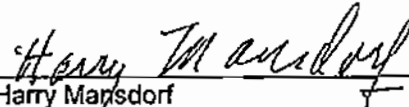
Conservator of Estate

1. Linda Florence Mansdorf and Jaime DeJesus Gonzalez
2. *See below

*If for any reason either Linda Florence Mansdorf or Jaime DeJesus Gonzalez is unable or unwilling to serve as co-conservator of my estate, then and in that event, J. Robert Mullen shall serve as such co-conservator of my estate with the one remaining.

I request my conservator to arrange for my care, if possible, in my own residence.

I subscribe my name to this nomination this 22nd day of March, 2011.


Harry Mansdorf

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On March 22, 2011, before me, Kristin MacDonald
Notary Public, personally appeared Harry Mansdorf, 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.



(SEAL)


Notary Public



county of ventura

STEVEN HINTZ
TREASURER
TAX COLLECTOR

COUNTY LINE HOLDINGS LLC
A DELAWARE LIMITED LIABILITY COMPANY
2550 VIA TEJON SUITE 2B
PALOS VERDES ESTATES CA 90274

Don R. Hansen
Assistant Treasurer-Tax Collector

**NOTICE OF TAX COLLECTOR'S IMPENDING POWER TO SELL
FIVE & THREE YEAR SCHEDULE
(Rev. & Tax. Code, §3365)**

Pursuant to law, notice is hereby given that on July 1, 2013, at 12:01 a.m., the real properties attached will have been in default five years or more, or three years or more in the case of nonresidential commercial property, and thus become subject to the power to sell of the undersigned Ventura County Tax Collector.

To prevent the power to sell status from impacting the real property described herein, which includes additional penalties and interest, as well as a potential sale by public auction, either of the following must occur:

- 1) The parcel must be fully redeemed through payment of all unpaid amounts, together with penalties and fees prescribed by law in the amount of \$ 633,037.36, by close of business on JULY 1 2013.
- 2) An installment plan for the parcel must be established on or before June 28, 2013.
- 3) Please be advised the amount reflected above does not include the 2012-2013 Secured Property Tax which became delinquent as of April 11 2013. To pay this amount on or before JULY 1 2013 is \$84,041.14.

Unless the properties are redeemed or installment redemption plans initiated with the time frame and manner describe above, the right of redemption will terminate at 4:45 p.m. on the last business day prior to the date the sale begins.

Information concerning redemption or the initiation of an installment redemption plan will, upon request, be furnished by a Deputy Tax-Collector at (805) 654-3741.

NOTE: If the property is not redeemed and is sold at a tax sale, you may have the right to claim proceeds of the sale that are in excess of the liens and costs to be satisfied from the proceeds.

Said property was tax-defaulted in the year 2007-2008.

The property becoming subject to the tax collector's power of sale and subject to this notice is situated in Ventura County, State of California, and described as follows:

APN SEE LISTING

Dated May 17, 2013

STEVEN HINTZ
Ventura County Treasurer-Tax Collector


Julie Centeno, Deputy
Public Service Division

800 South Victoria Avenue, Ventura, CA 93009-1290
www.venturapropertytax.org

EXHIBIT: 54
NAME: Gonzalez
DATE: 3-5-2015
Yvette Lopez CSR No. 13966

dflt_apn	roll	dlqt_year1	dlqt_year2	dlqt_year3	dlqt_year4	may	june	12-13sec
700001004	RE/RS	07-08	08-09	09-10	10-11	9471.96	9557.58	1323.82
700001005	RE	07-08	08-09	09-10	10-11	13927.34	14053.25	1856.56
700001010	RE/RS	07-08	08-09	09-10	10-11	13092.94	13212.35	1856.56
700001011	RE	07-08	08-09	09-10	10-11	33562.64	33872.00'	4781.00'
700001024	RE	07-08	08-09	09-10	10-11	19498.35	19677.43	2780.26
700001049	RE	07-08	08-09	09-10	10-11	73767.95	74449.72	10500.42
700001052	RE	07-08	08-09	09-10	10-11	33086.74	33391.69	4713.28
700001053	RE	07-08	09-10	10-11		190.01	190.77	
700001054	RE	09-10	10-11			112.66	113.03	
700005008	RE	07-08	08-09	09-10	10-11	23428.19	23640.56	3079.38
700005009	RE	07-08	08-09	09-10	10-11	20574.51	20763.56	2933.36
700005012	RE	07-08	08-09	09-10	10-11	13325.44	13446.8	1856.56
700005014	RE	07-08	08-09	09-10	10-11	19498.35	19677.43	2780.26
700005018	RE/RS	07-08	08-09	09-10	10-11	15635.86	15774.22	1856.56
700005019	RE/RS	07-08	08-09	09-10	10-11	15635.86	15774.22	1856.56
700005020	RE/RS	07-08	08-09	09-10	10-11	44567.17	44967.65	5483.18
700005021	RE/RS	07-08	08-09	09-10	10-11	142139.68'	143425.30'	17807.82
700005024	RE	07-08	08-09	09-10	10-11	11575.17	11671.68	887.52
700005031	RE/RS	07-08	08-09	09-10	10-11	6829.86	6891.04	943.26
700005032	RE/RS	07-08	08-09	09-10	10-11	6829.86	6891.04	943.26
700005033	RE/RS	07-08	08-09	09-10	10-11	6690.52	6749.55	821.78
700005034	RE/RS	07-08	08-09	09-10	10-11	6829.86	6891.04	943.26
700005035	RE/RS	07-08	08-09	09-10	10-11	13157.01	13277.77	1856.56
700005036	RE/RS	07-08	08-09	09-10	10-11	13157.01	13277.77	1856.56
700005037	RE	07-08	08-09	09-10	10-11	6399.26	6451.77	480.20'
700005039	RE	07-08	08-09	09-10	10-11	36716.82	37055.39	5229.70'
700005040	RE	07-08	09-10	10-11		150.43	150.84	
700007041	RE/RS	07-08	08-09	09-10	10-11	1358.19	1368.9	185.66
700007042	RE	07-08	08-09	09-10	10-11	5397.08	5445.54	774.28
700007043	RE/RS	07-08	08-09	09-10	10-11	2144.96	2126.97	300.48
700007044	RE/RS	07-08	08-09	09-10	10-11	24285.68	24508.13	3353.04
						633037.4	638781	84041.14

2012/13 VENTURA COUNTY DEFAULTED SECURED TAX STATEMENT

STEVEN HINTZ, TAX COLLECTOR

800 South Victoria Avenue, Ventura, CA 93009-1290

Office Hours: Monday - Friday 8:00 a.m. - 4:45 p.m.

(805) 654-3744 www.venturapropertytax.org

*** PAGE 1 OF 1 ***

051317

DEFAULTED YEAR ENDED: 06/30/2008

SUPPLEMENTAL TAXES ALSO DEFAULTED

SITUS

CURRENT OWNER

MANSDORF TR

811 N ALTA DR

BEVERLY HILLS CA 90210

PARCEL OR I.D. NUMBER	STATEMENT NO.	RED FEE
700-0-010-040	7032910	15.00
DEFAULTED YEAR	TAX	ADD'L PENALTIES, COSTS, AND FEES
07-08	1,075.48	911.89
08-09	1,114.58	743.31
09-10	1,130.60	550.08
10-11	1,150.56	352.14
11-12	1,145.24	144.52

Prior Year Defaulted Amount: 8,333.40

(DO NOT PAY THIS AMOUNT-SEE STUB BELOW)

FAILURE TO RECEIVE A TAX STATEMENT DOES NOT RELIEVE THE TAXPAYER OF HIS/HER RESPONSIBILITY OF PAYMENT OR CONSTITUTE CAUSE FOR CANCELLATION OF TAXES, ACCRUED COST, PENALTIES, AND FEES (R and T Code Sec. 2610.5).

The taxes on this parcel are DEFAULTED for the fiscal year(s) listed. The "TOTAL AMOUNT DUE" includes base tax, 10% delinquent penalty, a \$30.00 cost, a 1.5% monthly penalty, and may include a \$15 Redemption fee.

THE TAX COLLECTOR IS NOT RESPONSIBLE FOR PAYMENTS MADE ON A WRONG PARCEL. PLEASE VERIFY THAT THIS STATEMENT IS FOR PROPERTY ON WHICH YOU WISH TO PAY THE TAXES.

TAX DEFAULTED PROPERTY WITH POWER TO SELL:

Residential and Agricultural property is tax defaulted with the Tax Collector power to sell 5 years after the first year of delinquency.

Commercial and Industrial property is tax defaulted with the Tax Collector power to sell 3 years after the first year of delinquency. Upon redemption of these parcels additional fees are collected for giving the required notices and recording the "Rescission of Notice to Sell".

RETURNED CHECKS:

Personal checks and bank drafts are accepted. If returned by the bank for any reason, credit shall be removed and appropriate penalties and fees, plus a \$47 returned check charge will be added.

HOW TO PAY DEFAULTED TAXES: (CANNOT BE PAID ON-LINE)

On the schedule below locate the month in which payment is being made. Pay the amount in the "TOTAL AMOUNT DUE" column for that month. Payments must be postmarked on or before the last day of that month in order to avoid additional penalties. If the notation "SUPPLEMENTAL TAXES ALSO DEFAULTED" appears on this statement, you must pay BOTH the Defaulted Supplemental and the Defaulted Secured amounts at the same time in order to save this property from tax sale.

SEND THIS STUB WITH YOUR PAYMENT - DETACH ALONG DOTTED LINE

2012/13 VENTURA COUNTY DEFAULTED SECURED TAX STATEMENT

MANSDORF TR

811 N ALTA DR

BEVERLY HILLS CA 90210

561646 71160 1500 199034 833340 8425

PARCEL OR I.D. NUMBER	STATEMENT NO.
700-0-010-040	7032910

SUPPLEMENTAL TAXES ALSO DEFAULTED

Make check payable to:

VC Tax Collector

Please put Assessor's Parcel# on check

PAY THIS AMOUNT:

MO/YR	TOTAL AMT. DUE
JUL 2012	8,417.65
AUG 2012	8,501.90
SEP 2012	8,586.15
OCT 2012	8,670.40
NOV 2012	8,754.65
DEC 2012	8,838.90
JAN 2013	8,923.15
FEB 2013	9,007.40
MAR 2013	9,091.65
APR 2013	9,175.90
MAY 2013	9,260.15
JUN 2013	9,344.40

77032910307311200000841765000009260157000010040000007

EXHIBIT 55

Jennifer Nguyen

From: Jennifer Nguyen
Sent: Monday, March 02, 2015 11:20 AM
To: 'hdearing@gdalaw.com'
Subject: RE: Mansdorf Notes, Etc.

Hello Mr. Dearing,

We have placed the rest of the file in the outgoing mail for today.

Sincerely,

Jennifer Nguyen
Paralegal

**BROWN
STREZA LLP**
Attorneys at Law

40 Pacifica
Suite 1500
Irvine, CA 92618

ESTATE PLANNING
BUSINESS PLANNING
INCOME TAX PLANNING
CHARITABLE SECTOR
MERGERS & ACQUISITIONS

Office: (949) 453-2900
Fax: (949) 453-2916
Jennifer.Nguyen@brownandstreza.com
www.brownandstreza.com

From: Dave Brown
Sent: Saturday, February 28, 2015 10:29 AM
To: Henry Dearing
Cc: Kristin MacDonald
Subject: RE: Mansdorf Notes, Etc.

Yes, its on the way.

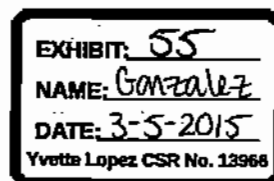
Kristin, can you give him any more detail?

Thanks

David Brown
Partner
Brown & Streza, LLP

*Protecting your Treasures for Good
Because Life is More than Wealth©*

The Meaning of life is to Find Your Gift. The Purpose of life is to Give it Away.



Jennifer Nguyen

From: Vanessa Gregor
Sent: Wednesday, August 04, 2010 8:09 AM
To: Melanie J. Gregor
Subject: FW: Harry Mansdorf
Attachments: Seventh Amendment-Restatement to 1967 (July 29, 2009)(Prepared Attorney Michael Flattery).pdf; Fourth Amendment to 1967 Trust (July 13, 2001).pdf; Second Restatement 1967 Trust (May 10, 2010).pdf

Please link and separate and title the docs in a trust or doc file so dave can see. We have a 10:00.

Vanessa J. Gregor, J.D., LL.M.
For Brown & Streza, LLP
8105 Irvine Center Drive, Ste. 700
Irvine, CA 92618
949-453-2900
949-453-2916 Fax

-----Original Message-----

From: Bob Mullen [<mailto:bobmullen@cox.net>]
Sent: Fri 7/30/2010 11:36 AM
To: Vanessa Gregor
Subject: Harry Mansdorf

Vanessa: Here are three of the documents we have been discussing re the 1967 Trust. The May 12, 2010 restatement makes no reference to the July 29, 2009 restatement which leaves all of Harry's property to Linda, or if she does not survive Harry, then to her heirs at law by right of representation (see Article IV, section D on page 4.

The May 12, 2010 Restatement affirms the 4th Amendment which revokes Amendments 1-3 and by itself doesn't say where the property goes after the last beneficiary dies. I'll get you the original 1967 trust which presumably say something on the subject of ultimate distribution.

I'm also going to send you another email with the May 12, 2010 joint trust and the pour over wills of Harry and Linda.

Bob Mullen

Attorney at Law

3151 Moulton Parkway

Laguna Hills, CA 92653

Tel: (949) 588-1198

Fax: (949) 588-6258

Email: bobmullen@cox.net

_____ Information from ESET NOD32 Antivirus, version of virus signature database 5327
(20100730) _____

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Jennifer Nguyen

From: Dave Brown
Sent: Monday, August 23, 2010 3:49 PM
To: Melissa Brown
Subject: FW: Mansdorf.

From: Vanessa Gregor
Sent: Wednesday, August 04, 2010 3:17 PM
To: Dave Brown
Subject: FW: Mansdorf.

I take that back, it does look like the 2010 "Restatement" attempts to reinstate the Fourth Amendment.

That would mean there are no beneficiaries.

What a mess.

Vanessa J. Gregor, JD, LL.M
Partner
Brown & Streza, LLP
1105 Irvine Center Dr., Ste 700
Irvine, CA 92618
949.453.2900
949.453.2916 Fax
v.gregor@brownandstreza.com
www.brownandstreza.com

From: Vanessa Gregor
Sent: Wednesday, August 04, 2010 3:11 PM
To: Dave Brown
Subject: RE: Mansdorf.

What a mess.

The last version (July 2009) does just give it all outright to Linda, the spouse. Definitely not what Harry wants.

And her Will (not an issue for today) is a mess also.

Vanessa J. Gregor, JD, LL.M
Partner
Brown & Streza, LLP
8105 Irvine Center Dr., Ste 700
Irvine, CA 92618

949.453.2900
949.453.2916 Fax
v.gregor@brownandstreza.com
www.brownandstreza.com

From: Dave Brown
Sent: Wednesday, August 04, 2010 11:32 AM
To: Vanessa Gregor
Subject: Mansdorf.

Look at the first two scanned trusts.

The first one show 4 siblings with 25% each.

The next one shows 5 siblings with significantly different shares. Were these gifts? Sales???

David Allen Brown, J.D.
Brown & Streza, LLP
8105 Irvine Center Drive, Suite 700
Irvine, CA 92618
Phone: (949) 453-2900
Fax: (949) 453-2916

Jennifer Nguyen

From: Melissa Brown
Sent: Thursday, August 26, 2010 9:31 AM
To: Jennifer Nguyen
Subject: FW: Harry Mansdorf
Attachments: Seventh Amendment-Restatement to 1967 (July 29, 2009)(Prepared Attorney Michael Flattery).pdf; Fourth Amendment to 1967 Trust (July 13, 2001).pdf; Second Restatement 1967 Trust (May 10, 2010).pdf; Restatement effective on approximately August 16, 1976.pdf

Melissa Brown
Paralegal for Brown & Streza, LLP
8105 Irvine Center Drive, Suite 700
Irvine, CA 92618
Phone: (949) 453-2900 x115
Fax: (949) 453-2916
melissa.brown@brownandstreza.com

From: Dave Brown
Sent: Wednesday, August 25, 2010 10:27 AM
To: Melissa Brown
Subject: FW: Harry Mansdorf

From: Vanessa Gregor
Sent: Wednesday, August 04, 2010 2:44 PM
To: Dave Brown
Subject: FW: Harry Mansdorf

You've already looked at these documents, but not sure if you saw this email from Bob.

(again, he should just leave the interpretation to us but this is his most recent shot at it).

Vanessa J. Gregor, JD, LL.M
Partner
Brown & Streza, LLP
8105 Irvine Center Dr., Ste 700
Irvine, CA 92618
949.453.2900
949.453.2916 Fax
v.gregor@brownandstreza.com
www.brownandstreza.com

From: Bob Mullen [<mailto:bobmullen@cox.net>]
Sent: Monday, August 02, 2010 12:13 PM

To: Vanessa Gregor
Subject: FW: Harry Mansdorf

Vanessa: Here are all the attachments I sent on Friday plus a Restatement which probably became effective on August 16, 1976 when Lee Mansdorf signed as trustee. The notary acknowledgments for Mildred and Sadie are dated May 1, 1975 and, although the Restatement bears the signatures of Harry and Norman, there are no notary acknowledgements for them.

More importantly, contrary to my email of below regarding the original 1967 probably being the controlling document for distribution and ultimate distribution, it appears that the original 1967 trust was superseded by the attached document entitled which I've named Restatement effective on approximately August 16, 1976. Thus, it looks to me like the 1967 Trust presently consist of 3 documents: the August 1, 1976 Restatement, the Fourth Amendment dated July 1, 2001 and the "Second Restatement" dated May 12, 2010 which "modifies" the Trust so as to consist of these three documents.

Regarding distribution and ultimate distribution, Section 3 of the Fourth Amendment amends section 1.05 of the Second Amendment (a reference that is makes little sense given the amendment numbers and the text of the various amendments) and states:

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

Section 3.03 of the August 16, 1976 Restatement states:

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

So, Harry is the sole remaining beneficiary of the trust and the trust terminates on his death.

Finally, the May 12, 2010 Restatement erroneously refers to the Trust as a Declaration of Trust when it is a Trust Agreement.

One more thing, Diane called and Harry and Dave Brown are tentatively on calendar for August 4 at 4:00 p.m.

Bob Mullen
Attorney at Law
23151 Moulton Parkway

Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

From: Bob Mullen [mailto:bobmullen@cox.net]
Sent: Friday, July 30, 2010 11:37 AM
To: 'Vanessa Gregor'
Subject: Harry Mansdorf

Vanessa: Here are three of the documents we have been discussing re the 1967 Trust. The May 12, 2010 restatement makes no reference to the July 29, 2009 restatement which leaves all of Harry's property to Linda, or if she does not survive Harry, then to her heirs at law by right of representation (see Article IV, section D on page 4.

The May 12, 2010 Restatement affirms the 4th Amendment which revokes Amendments 1-3 and by itself doesn't say where the property goes after the last beneficiary dies. I'll get you the original 1967 trust which presumably say something on the subject of ultimate distribution.

I'm also going to send you another email with the May 12, 2010 joint trust and the pour over wills of Harry and Linda.

Bob Mullen
Attorney at Law
23151 Moulton Parkway
Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

_____ Information from ESET NOD32 Antivirus, version of virus signature database 5327 (20100730)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

_____ Information from ESET NOD32 Antivirus, version of virus signature database 5328 (20100731)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

_____ Information from ESET NOD32 Antivirus, version of virus signature database 5335 (20100802)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Jennifer Nguyen

From: Melanie J. Gregor
Sent: Monday, October 18, 2010 12:53 PM
To: Diane Hermann
Subject: RE: Mansdorf

I will remind her that EP is involved as well.
Thanks.

From: Diane Hermann
Sent: Monday, October 18, 2010 12:48 PM
To: Melanie J. Gregor
Subject: RE: Mansdorf

Dave completed an interview sheet for a RLT (\$7500). We usually follow up to schedule a sign appt BUT Vanessa said he has to be retained first. That's why I am so on top of following up. ☺

Diane Hermann
Executive Assistant for David Allen Brown
Brown & Streza LLP
8105 Irvine Center Drive, Suite 700
Irvine, CA 92618
Phone: (949) 453-2900 x118
Fax: (949) 453-2916 fax
diane.hermann@brownandstreza.com

From: Melanie J. Gregor
Sent: Monday, October 18, 2010 12:40 PM
To: Diane Hermann
Subject: RE: Mansdorf

V will call him again.
Is there something you need from him?

From: Diane Hermann
Sent: Monday, October 18, 2010 12:33 PM
To: Melanie J. Gregor
Subject: Mansdorf

Will you be following up soon with Bob Mullen? Looks like he didn't call back after 9/28 and I know Vanessa has been too busy....

Thanks.

Diane Hermann
Executive Assistant for David Allen Brown
Brown & Streza LLP
8105 Irvine Center Drive, Suite 700
Irvine, CA 92618
Phone: (949) 453-2900 x118

Fax: (949) 453-2916 fax
diane.hermann@brownandstreza.com

Jennifer Nguyen

From: Vanessa Gregor
Sent: Wednesday, November 10, 2010 12:09 PM
To: Diane Hermann
Cc: Dave Brown; Melanie J. Gregor
Subject: RE: Bob Mullen re: Mansdorf

Yes, I just talked to Bob Mullen.

We decided that scheduling really needs to go through Bob, as he seems to be the only one who can get Harry to focus on this.

He is talking to Harry this week and will try to get this on track again.

Please call Bob directly, (949) 588-1198, next week (he said give him a week) to work on scheduling.

I did mention the possibility of Dec. 14 or 15, but that was for signing right? It sounds to me that no decisions have really been made yet (including our retainer deposit) so a second meeting is needed before any drafting is done. That means the meeting can be sooner right?

2 issues:

(1) Bob said Harry recently gave him a hand written trust "amendment" which is a different trust plan than the one discussed with Dave. So, Harry has changed his mind and this needs to be discussed. Bob will get permission and will send us over a copy of that within the next week.

(2) For scheduling, Bob thinks that Jaime Gonzalez needs to be in the meeting also (one of Harry's main beneficiaries) so Bob will also be scheduling Mr. Gonzalez from his side if that is what Harry wants.

Vanessa J. Gregor, JD, LL.M
Partner
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8105 Irvine Center Dr., Ste 700
Irvine, CA 92618
949.453.2900
949.453.2916 Fax
v.gregor@brownandstreza.com
www.brownandstreza.com

From: Diane Hermann
Sent: Tuesday, November 09, 2010 6:13 PM
To: Vanessa Gregor
Subject: Bob Mullen re: Mansdorf

Any luck??

Diane Hermann
Executive Assistant for David Allen Brown
Brown & Streza LLP
8105 Irvine Center Drive, Suite 700

Irvine, CA 92618
Phone: (949) 453-2900 x118
Fax: (949) 453-2916 fax
diane.hermann@brownandstreza.com

Jennifer Nguyen

From: Vanessa Gregor
Sent: Wednesday, December 15, 2010 10:54 AM
To: Diane Hermann
Cc: Melanie J. Gregor; Nicole Stine
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

great. Thank you.

Nicole, I think you and I did those retainers right?

Vanessa J. Gregor, JD, LL.M
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949.453.2916 Fax
v.gregor@brownandstreza.com
www.brownandstreza.com

From: Diane Hermann
Sent: Wednesday, December 15, 2010 10:53 AM
To: Vanessa Gregor
Cc: Melanie J. Gregor
Subject: Harry Mansdorf - conversation with Bob Mullen

Finally!!! I just got off the phone with Bob Mullen. He says they have been so busy with the litigation matters and apologized for not getting back to me. Harry Mansdorf does want/need to move forward with the trust so Bob scheduled another meeting with Dave for January 5th at 4:00 pm for a revisit. I asked about meeting with any other attorneys and he said no; just Dave (for the RLT).

He asked if we could email or fax over a copy of the letter and retainers that were sent out. Melanie, probably should send with Brown & Streza letterhead.

I also told him we would send the signed retainer for the RLT.

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Phone: (949) 453-2900 x118
Fax: (949) 453-2916 fax
diane.hermann@brownandstreza.com

Jennifer Nguyen

From: Diane Hermann
Sent: Wednesday, December 15, 2010 1:14 PM
To: Nicole Stine
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

Bob just requested copies. I noticed in the letter that it refers to DB's retainer as separate and Mr. Mansdorf signed and dated on August 4th. (\$7500/ \$3500 deposit). Are you sure you don't want it? We can scan it in.

Diane Hermann
Executive Assistant for David Allen Brown
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Irvine, CA 92618
Phone: (949) 453-2900 x118
Fax: (949) 453-2916 fax
diane.hermann@brownandstreza.com

From: Nicole Stine
Sent: Wednesday, December 15, 2010 1:02 PM
To: Vanessa Gregor; Diane Hermann
Cc: Melanie J. Gregor
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

Diane, If that is DB's retainer, there was a reason we were not going to use that one. We drafted a new one. I'll send out a package via email with everything.

From: Vanessa Gregor
Sent: Wednesday, December 15, 2010 10:54 AM
To: Diane Hermann
Cc: Melanie J. Gregor; Nicole Stine
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

great. Thank you.

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From: Diane Hermann
Sent: Wednesday, December 15, 2010 10:53 AM
To: Vanessa Gregor

Cc: Melanie J. Gregor

Subject: Harry Mansdorf - conversation with Bob Mullen

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He asked if we could email or fax over a copy of the letter and retainers that were sent out. Melanie, probably should send with Brown & Streza letterhead.

I also told him we would send the signed retainer for the RLT.

Diane Hermann

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Phone: (949) 453-2900 x118

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diane.hermann@brownandstreza.com

Jennifer Nguyen

From: Vanessa Gregor
Sent: Wednesday, December 15, 2010 1:18 PM
To: Nicole Stine
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

sure. just add that to the email.

Vanessa J. Gregor, JD, LL.M
Partner
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8105 Irvine Center Dr., Ste 700
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949.453.2916 Fax
v.gregor@brownandstreza.com
www.brownandstreza.com

From: Nicole Stine
Sent: Wednesday, December 15, 2010 1:12 PM
To: Vanessa Gregor
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

im, that rings a bell but it's not how it's scanned in. Do you want me to have Diane send it to me to include it?

From: Vanessa Gregor
Sent: Wednesday, December 15, 2010 1:03 PM
To: Nicole Stine
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

Didn't we attach DB's signed one to our "firmwide" one that needs to be signed?

Vanessa J. Gregor, JD, LL.M
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From: Nicole Stine
Sent: Wednesday, December 15, 2010 1:02 PM
To: Vanessa Gregor; Diane Hermann
Cc: Melanie J. Gregor
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

Diane, If that is DB's retainer, there was a reason we were not going to use that one. We drafted a new one. I'll send out a package via email with everything.

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Sent: Wednesday, December 15, 2010 10:54 AM
To: Diane Hermann
Cc: Melanie J. Gregor; Nicole Stine
Subject: RE: Harry Mansdorf - conversation with Bob Mullen

great. Thank you.

Nicole, I think you and I did those retainers right?

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From: Diane Hermann
Sent: Wednesday, December 15, 2010 10:53 AM
To: Vanessa Gregor
Cc: Melanie J. Gregor
Subject: Harry Mansdorf - conversation with Bob Mullen

Finally!!! I just got off the phone with Bob Mullen. He says they have been so busy with the litigation matters and apologized for not getting back to me. Harry Mansdorf does want/need to move forward with the trust so Bob scheduled another meeting with Dave for January 5th at 4:00 pm for a revisit. I asked about meeting with any other attorneys and he said no; just Dave (for the RLT).

He asked if we could email or fax over a copy of the letter and retainers that were sent out. Melanie, probably should send with Brown & Streza letterhead.

I also told him we would send the signed retainer for the RLT.

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Fax: (949) 453-2916 fax
diane.bermann@brownandstreza.com

Jennifer Nguyen

From: Melissa Brown
Sent: Monday, March 21, 2011 1:29 PM
To: Anita Nyhuis
Subject: Would you mind reviewing the attached trust?
Attachments: Mansdorf Trust.doc

It's a little unusual, but it's a QQST, so it makes it even more unusual. (If you are looking at the scanned interview sheet, at first it says FC, but he changed the written one to QQST.)

Some specific concerns I have....

- Preamble paragraphs...I referred to the most recent complete restatement. Do I need to refer to amendments prepared since then? The problem is that there are so many amendments (several of which are apparently missing) that I wanted to keep it as simple as possible.
- 5.03.1(a)...DAB said to make this bequest come out of Trust B...I couldn't do it as a specific bequest upon the death of the Trustor or his wife, as it relies on the timing of Jaime's exercise of his buyout option. Is the way I set it up okay with an (a) and (b) paragraph?
- 5.03.2(a)...DAB said to give Linda a broad LPA, so I added this paragraph (not normally in a QQST). I took out the "and any remaining balance of Trust A" phrase (would I give her a power to appoint Trust C?), changed it so she could appoint to any person or entity, added "executed after the death of the Trustor" so she couldn't exercise it while he is still alive, and made it effective upon her death.
- 5.03.2(c)...I added language here that "If or to the extent that the Trustor's spouse shall have failed to exercise the power of appointment..." (Shouldn't this language be in all our trusts?...We have something similar, but it comes before the LPA-Spouse paragraph - ???) I left distribution of personal property 5.03.2(b) above this paragraph...should I move it to be a subparagraph of "Distribution of Balance"?
- 5.03.2(c)(1)...This is how I dealt with the \$2M to go to Lillian if Jaime doesn't exercise his buyout option (and therefore she doesn't receive \$2M during the wife's life) or if the wife predeceases the Trustor. Is there any other reason she might not have received the \$2M under 5.03.1(a)?

I'm not super confident about this one, so a second set of eyes would make me feel a lot better! ☺

Jennifer Nguyen

From: Anita Nyhuis
Sent: Tuesday, March 22, 2011 8:30 AM
To: Melissa Brown
Subject: RE: Would you mind reviewing the attached trust?

See notes in red below. I looked at the interview sheet. It was a little confusing following the arrows and figuring out what was old and what was new because it was scanned in black & white but I came to the same distribution conclusion as you.

If you have more questions, I should be around.

Anita
949.302.0843 (cell)

From: Melissa Brown
Sent: Monday, March 21, 2011 1:29 PM
To: Anita Nyhuis
Subject: Would you mind reviewing the attached trust?

It's a little unusual, but it's a QQST, so it makes it even more unusual. (If you are looking at the scanned interview sheet, at first it says FC, but he changed the written one to QQST.)

Some specific concerns I have....

- Preamble paragraphs...I referred to the most recent complete restatement. Do I need to refer to amendments prepared since then? The problem is that there are so many amendments (several of which are apparently missing) that I wanted to keep it as simple as possible.

Should be OK.

- 5.03.1(a)...DAB said to make this bequest come out of Trust B...I couldn't do it as a specific bequest upon the death of the Trustor or his wife, as it relies on the timing of Jaime's exercise of his buyout option. Is the way I set it up okay with an (a) and (b) paragraph?

I think the (a) and (b) structure is fine.

- 5.03.2(a)...DAB said to give Linda a broad LPA, so I added this paragraph (not normally in a QQST). I took out the "and any remaining balance of Trust A" phrase (would I give her a power to appoint Trust C?), changed it so she could appoint to any person or entity, added "executed after the death of the Trustor" so she couldn't exercise it while he is still alive, and made it effective upon her death.

No need to give power to appoint Trust C – Trust C is distributed pursuant to Trust B.

- 5.03.2(c)...I added language here that "If or to the extent that the Trustor's spouse shall have failed to exercise the power of appointment..." (Shouldn't this language be in all our trusts?...We have something similar, but it comes before the LPA-Spouse paragraph - ???) I left distribution of personal property 5.03.2(b) above this paragraph...should I move it to be a subparagraph of "Distribution of Balance"?

I see what you mean but I think you're fine keeping the personal property distribution where it is before the distribution of balance. From a practical standpoint, personal property is distributed outright so the power of appointment paragraph isn't effective over the personal property list.

- 5.03.2(c)(1)...This is how I dealt with the \$2M to go to Lillian if Jaime doesn't exercise his buyout option (and therefore she doesn't receive \$2M during the wife's life) or if the wife predeceases the Trustor. Is there any other reason she might not have received the \$2M under 5.03.1(a)?

Hmmm – it looks like the wife could exercise the LPA to remove the \$2M to Lillian, although in the 10/21/10 amendment she is directed to pay Lillian the \$2M. Maybe the LPA needs a restriction excluding the \$2M just to make it more clear.

I'm not super confident about this one, so a second set of eyes would make me feel a lot better! 😊

Jennifer Nguyen

From: Kristin MacDonald
Sent: Tuesday, March 22, 2011 5:44 PM
To: Vanessa Gregor; Dave Brown
Cc: Diane Hermann
Subject: Harry Mansdorf - Next Action

Please let me know what is next. Seems there are a lot of loose ends and I am not sure where to go from here. Here is my list from today:

1. Vanessa to call Bob Mullen to discuss retainer and related transactions (Bob took the original retainer with him).
2. DB to review recent Amendment/Restatements (specifically restatement dated 5/12/10 & 10/21/10 I believe – they are both scanned in & linked to the RLT matter record). Do we need to revoke these documents?
Diane, will you please schedule time for DB to review these documents and make decisions.
3. I asked them to provide a list of assets. Jaime said he would get that to me (something tells me we may never get this information. Hopefully I am wrong). I have no asset information to date.
There was some mention of “this trust” holding only “the property” (I have no idea what property – maybe they are referring to the Joint Venture Agreement). Need clarification of this. Do either of you know what they are referring to?

I told them we would contact them for next appointment/next action etc. and encouraged them to forward the asset information so that we could begin the funding review and preparation of asset Schedules etc.

They would like back to back appointments if they will be meeting with both Vanessa and Dave next time.

Please let me know.

Thanks!

Jennifer Nguyen

From: Dave Brown
Sent: Saturday, April 16, 2011 11:14 AM
To: Anita Nyhuis
Cc: Vanessa Gregor
Subject: FW: Mansdorf Estate Planning
Attachments: Joint Trust (May 12, 2010).pdf

Can you revoke this trust for me? I think Melissa is buried.

We did another trust recently and their other attorney recently sent this one in. I had not seen this one before.

Thanks

Let's just mail the dox. They live in Beverly Hills and he is quite old.

From: Bob Mullen [<mailto:bobmullen@cox.net>]
Sent: Tuesday, March 22, 2011 6:01 PM
To: Dave Brown
Cc: Kristin MacDonald; jaime@pointemalibu.com
Subject: Mansdorf Estate Planning

David: Attached is a copy of the trust that should be revoked. It is a joint declaration of trust executed by Harry and Linda on May 12, 2011 with a Schedule of Trust Assets attached as Exhibit A.

Bob Mullen
Attorney at Law
23151 Moulton Parkway
Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

_____ Information from ESET NOD32 Antivirus, version of virus signature database 5595 (20101105)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Jennifer Nguyen

From: Anita Nyhuis
Sent: Thursday, April 21, 2011 8:04 AM
To: Kristin MacDonald
Subject: FW: Mansdorf Estate Planning
Attachments: Joint Trust (May 12, 2010).pdf; mansdorf.pdf

Hi, Kristin,

I prepared the revocation and will send it to them for signing per DAB's email.

Question on funding:

This joint H & L Mansdorf Family Trust refers to Schedule A attached. The attached Schedule A refers to the Mansdorf Family Trust and has a list of APNs for many pieces of property. I did a quick look at the July 29, 2009 Mansdorf Family Trust restatement and that also has a list of APNs/legals attached. I compared the Ventura County Malibu APN list from both trusts and most are the same, but there are some on the H&L joint trust list that are not on the Mansdorf Family Trust list.

I don't know if this trust was ever funded, but thought you should know there may be some issues if these parcels are actually owned by the H&L Mansdorf Family Trust that is being revoked instead of the Mansdorf Family Trust. The second attachment is the Schedule that I separated out from the H&L Mansdorf Family Trust.

Anita
949.302.0843 (cell)

From: Dave Brown
Sent: Saturday, April 16, 2011 11:14 AM
To: Anita Nyhuis
Cc: Vanessa Gregor
Subject: FW: Mansdorf Estate Planning

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From: Bob Mullen [<mailto:bobmullen@cox.net>]
Sent: Tuesday, March 22, 2011 6:01 PM
To: Dave Brown
Cc: Kristin MacDonald; jaimie@pointemalibu.com
Subject: Mansdorf Estate Planning

David: Attached is a copy of the trust that should be revoked. It is a joint declaration of trust executed by Harry and Linda on May 12, 2011 with a Schedule of Trust Assets attached as Exhibit A.

Bob Mullen
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Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

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<http://www.eset.com>

SCHEDULE A

SCHEDULE OF TRUST ASSETS

ALL PROPERTY, HOWEVER HELD, IN THE MANSDORF FAMILY TRUST DATED August 31, 1967, Applicable Amendments (4th-July 13, 2001), and 2nd Re-statement-May 12, 2010. Harry Mansdorf is the sole beneficiary and trustee of the Mansdorf Family Trust. Such property shall include, but is not limited to the following:

LOS ANGELES COUNTY LA TUNA CANYON PARCELS (APN #s)

2561-007-016	2563-026-006	2563-028-016	2563-028-005
2562-004-009	2562-004-011	2561-033-003	2572-006-036
2563-025-006	2561-007-018	2563-028-009	2563-028-015
2563-025-009	2561-007-022	2401-032-003	2572-026-037
2762-003-015	2545-018-002	2401-032-005	2563-028-007
2562-003-005	2562-028-012	2401-032-008	2563-028-014
2562-003-012	2561-003-002	2401-032-006	2562-004-005
2401-032-007	2561-007-010	2563-028-008	2561-009-007
2562-005-003	2562-005-004	2401-032-008	2562-033-001
2561-007-012	2563-028-002	2562-008-006	2561-009-013
2563-005-007	2562-006-009	2572-026-040	2561-009-015
2562-007-001	2572-026-041	2562-007-019	2562-004-001
2562-006-003	2545-018-004	2563-028-006	2562-004-006
2562-006-005	2546-010-007	2563-028-010	2562-004-008
2562-006-005	2534-010-009	2563-028-011	2562-004-014
2562-006-006	2561-007-013	2563-028-012	2561-009-005
2562-006-008	2561-007-007	2563-028-013	2561-009-016
2562-008-006	2563-028-003	2563-028-004	2561-009-010
2572-026-032	2546-010-005	2401-034-005	2561-031-004
2563-028-008	2563-028-009	2563-028-010	2563-028-011
2563-028-012	2563-028-013	2563-028-014	2563-028-015
2563-028-016	2562-004-009	2562-004-011	2561-033-003
2401-032-003	2401-032-005	2561-007-012	2561-033-002

2546-010-005	2546-010-009	2545-018-022	2561-033-002
2401-032-007	2562-005-006	2562-005-007	2561-009-006
2561-009-012	2546-010-009	2401-032-007	2401-032-006
2562-005-006	2562-005-007		

VENTURA COUNTY MALIBU PARCEL NUMBERS (APN #s)

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

LOS ANGELES COUNTY BEVERLY HILLS

811 ALTA DRIVE, BEVERLY HILLS CA 90210 WITH THE FOLLOWING LEGAL DESCRIPTION "LOT 2 TRACT NO. 7954 IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 113, PAGES 70 AND 71 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY" THE APN # 4350-001-018

BANK ACCOUNTS

Union Bank of California	Account # 5170003405
Citibank	Account # 40048073593
First Federal Bank	Account # 60200591048

Jennifer Nguyen

From: Anita Nyhuis
Sent: Thursday, April 21, 2011 8:16 AM
To: Dave Brown
Cc: Kristin MacDonald
Subject: FW: Mansdorf Estate Planning - revocation of joint trust (H&L Mansdorf Family Trust
Attachments: Joint Trust (May 12, 2010).pdf

Hi,

I prepared the revocation and will send it to them for signing.

I noticed that this joint H & L Mansdorf Family Trust refers to Schedule A attached. The Schedule A that was attached actually refers to the other Mansdorf Family Trust and contains a list of APNs for a lot of properties, including the residence, that is also included in the Schedule A for the other Mansdorf Family Trust that was just updated.

I don't know if this joint trust was ever funded. They may have just attached the list without changing title. But, if title was actually changed, then these properties will need to be transferred back to the Mansdorf Family Trust.

Anita
949.302.0843 (cell)

From: Dave Brown
Sent: Saturday, April 16, 2011 11:14 AM
To: Anita Nyhuis
Cc: Vanessa Gregor
Subject: FW: Mansdorf Estate Planning

Can you revoke this trust for me? I think Melissa is buried.

We did another trust recently and their other attorney recently sent this one in. I had not seen this one before.

Thanks

Let's just mail the dox. They live in Beverly Hills and he is quite old.

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David: Attached is a copy of the trust that should be revoked. It is a joint declaration of trust executed by Harry and Linda on May 12, 2011 with a Schedule of Trust Assets attached as Exhibit A.

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Attorney at Law

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Tel: (949) 588-1198
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Email: bobmullen@cox.net

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The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Jennifer Nguyen

From: Dave Brown
Sent: Saturday, June 18, 2011 11:11 AM
To: Kristin MacDonald
Cc: Vanessa Gregor
Subject: DB Notes after reading Judgement & Discussions with Bob Mullen re same...

Kristin, I read the judgment and discussed it with Bob Mullen.

He sees the issue of the court order not specifically saying that the title is going to the 1967 Mansdorf Trust. It just references the Mansdorf Trust.

He thinks that since the top of the petition as the plaintiff references the 1967 trust and other places in that document that it is fine.

He also told me that Chicago Title recently insured the title for some reason and they did not raise this issue.

Bob sent us a copy of an E mail yesterday to Chicago Title asking if they would have issues in the future if there were a sale by the 1967 trust even though the court order does not specifically say the court is transferring back to the 1967 trust.

He will let us know if he needs us to get involved but I told him we are not going to work on the deeds unless he tells us he needs us to.

I did not put all of this detail in the letter to Harry because I did not want to get this old guy worried. Maybe we should modify a second letter to Bob and make it more specific? I don't want this mess to come back to roost here because he did not do his job right.

I said the same thing in this letter.

Thanks

Jennifer Nguyen

From: Kristin MacDonald
Sent: Monday, September 26, 2011 1:33 PM
To: 'Bob Mullen'
Subject: Chicago Title Policy - Harry Mansdorf

Hi Bob,

I am following up for Dave. Were you able to obtain information from Chicago Title to confirm that title to Harry's properties are in fact held in the proper trust name and no additional transfers are necessary?

Let us know.

Thank you.

Kristin MacDonald
Paralegal for Brown & Streza LLP
40 Pacifica, Suite 1500
Irvine, CA 92618
phone: 949.453.2900 ext. 152
fax: 949.453.2916
email: kristin.macdonald@brownandstreza.com

From: Bob Mullen[SMTP:BOBMULLEN@COX.NET]
Sent: Wednesday, June 15, 2011 9:28:38 PM
To: Dave Brown
Cc: jaime@pointemalibu.com; 'Jaime Gonzalez'; Kristin MacDonald
Subject: FW: Chicago Title Policy
Auto forwarded by a Rule

Dave,

In follow up to our conversation of this afternoon and regarding the email below, I'll send you a copy of the title policy once I get it.

By the way, I RSVP'd "yes" for the open house after we finished our call this afternoon. It sounds like it'll be a fun evening.

Bob Mullen
Attorney at Law
23151 Moulton Parkway
Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

From: Bob Mullen [<mailto:bobmullen@cox.net>]
Sent: Wednesday, June 15, 2011 9:13 PM
To: 'Dan Bromberg'

Cc: 'jaime@pointmalibu.com'; 'Jaime Gonzalez'

Subject: Chicago Title Policy

Dan,

Harry's estate planning attorney and I are working out a few kinks between the wording of the Gia judgment and the official name of the Mansdorf Trust. I would really like to see how the title company (Chicago Title?) named the owner of the Malibu Properties on the title insurance policy insuring Quinn's deed of trust. This is not urgent but I would be grateful if you could have someone email that to me in the next couple of weeks.

Bob Mullen
Attorney at Law
23151 Moulton Parkway
Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

Jennifer Nguyen

From: Kristin MacDonald
Sent: Wednesday, October 12, 2011 1:56 PM
To: 'Bob Mullen'
Subject: Harry Mansdorf - Concern re Title to Property & Chicago Title Policy

Hi Bob,

I am following up for Dave. Were you able to obtain information from Chicago Title to confirm that title to Harry's properties are in fact held in the proper trust name and no additional transfers are necessary?

Let us know.

Thank you.

Kristin MacDonald
Paralegal for Brown & Streza LLP
40 Pacifica, Suite 1500
Irvine, CA 92618
phone: 949.453.2900 ext. 152
fax: 949.453.2916
email: kristin.macdonald@brownandstreza.com

From: Bob Mullen[SMTP:BOBMULLEN@COX.NET]
Sent: Wednesday, June 15, 2011 9:28:38 PM
To: Dave Brown
Cc: jaimel@pointemalibu.com; 'Jaime Gonzalez'; Kristin MacDonald
Subject: FW: Chicago Title Policy
Auto forwarded by a Rule

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Email: bobmullen@cox.net

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Sent: Wednesday, June 15, 2011 9:13 PM
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Cc: 'jaime@pointemalibu.com'; 'Jaime Gonzalez'

Subject: Chicago Title Policy

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23151 Moulton Parkway

Laguna Hills, CA 92653

Tel: (949) 588-1198

Fax: (949) 588-6258

Email: bobmullen@cox.net

Jennifer Nguyen

From: Dave Brown
Sent: Wednesday, October 12, 2011 4:14 PM
To: Kristin MacDonald
Subject: FW: Chicago Title Policy - Harry Mansdorf

From: Dave Brown
Sent: Wednesday, October 12, 2011 3:41 PM
To: 'BOBMULLEN@COX.NET'
Cc: 'jaime@pointemalibu.com'; Vanessa Gregor
Subject: Chicago Title Policy - Harry Mansdorf

Hi Bob!

Did you ever hear back from Chicago Title?

Are all of those deeds in the correct trust?

Let me know if you need us to do anything.

Thanks

Dave

From: Kristin MacDonald
Sent: Monday, September 26, 2011 1:33 PM
To: 'Bob Mullen'
Subject: Chicago Title Policy - Harry Mansdorf

Hi Bob,

I am following up for Dave. Were you able to obtain information from Chicago Title to confirm that title to Harry's properties are in fact held in the proper trust name and no additional transfers are necessary?

Let us know.

Thank you.

Kristin MacDonald
Paralegal for Brown & Streza LLP
40 Pacifica, Suite 1500
Irvine, CA 92618
phone: 949.453.2900 ext. 152
fax: 949.453.2916
mail: kristin.macdonald@brownandstreza.com

From: Bob Mullen[SMTP:BOBMULLEN@COX.NET]

Sent: Wednesday, June 15, 2011 9:28:38 PM
To: Dave Brown
Cc: jaime@pointemalibu.com; 'Jaime Gonzalez'; Kristin MacDonald
Subject: FW: Chicago Title Policy
Auto forwarded by a Rule

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Bob Mullen
Attorney at Law
23151 Moulton Parkway
Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

From: Bob Mullen [<mailto:bobmullen@cox.net>]
Sent: Wednesday, June 15, 2011 9:13 PM
To: 'Dan Bromberg'
Cc: jaime@pointemalibu.com; 'Jaime Gonzalez'
Subject: Chicago Title Policy

Dan,

Harry's estate planning attorney and I are working out a few kinks between the wording of the Gia judgment and the official name of the Mansdorf Trust. I would really like to see how the title company (Chicago Title?) named the owner of the Malibu Properties on the title insurance policy insuring Quinn's deed of trust. This is not urgent but I would be grateful if you could have someone email that to me in the next couple of weeks.

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Attorney at Law
23151 Moulton Parkway
Laguna Hills, CA 92653
Tel: (949) 588-1198
Fax: (949) 588-6258
Email: bobmullen@cox.net

Jennifer Nguyen

From: Kristin MacDonald
Sent: Monday, February 27, 2012 2:09 PM
To: Dave Brown
Cc: Cheryl Morse
Subject: FW: Any payment or contact from Harry Mansdorf? My reminder came up, but I don't want to close file without payment...

Importance: High

How to proceed? Do you want to call Harry personally? Do you want to call Bob Mullen? I don't want to draft letter/close file until they have paid. They need to pay!

Please advise.

Thanks.

From: Cheryl Morse
Sent: Monday, February 27, 2012 2:06 PM
To: Kristin MacDonald
Subject: RE: Any payment or contact from Harry Mansdorf? My reminder came up, but I don't want to close file without payment...

Nope

Cheryl W. Morse
Office Administrator
Brown & Streza LLP
40 Pacifica, Suite 1500
Irvine, CA 92618
(T) 949 453-2900 ext. 137
(F) 949 453-2916
cheryl.morse@brownandstreza.com

From: Kristin MacDonald
Sent: Monday, February 27, 2012 2:05 PM
To: Cheryl Morse
Cc: Karen Hulse
Subject: Any payment or contact from Harry Mansdorf? My reminder came up, but I don't want to close file without payment...

Jennifer Nguyen

From: Dave Brown
Sent: Friday, March 30, 2012 1:10 PM
To: Kristin MacDonald
Subject: RE: Harry Mansdorf - per DB, CLOSE THE FILE!

Close the file.

Notify him, the wife, the attorney and Jamie of the fact that we are not sure all deeds are in the right place and that we let Bob know of this more than a year ago.

We are closing their file due to non cooperation and not paying our fees.

From: Kristin MacDonald
Sent: Thursday, March 29, 2012 11:00 AM
To: Dave Brown
Cc: Diane Hermann; Cheryl Morse
Subject: Harry Mansdorf - Any Progress?
Importance: High

I want to get them off my list... just don't know how to proceed at this point. Need to send "closing or close file" letter due to their unresponsiveness, but don't want to send until they have paid....

Please advise.

Thanks.

Jennifer Nguyen

From: Diane Hermann
Sent: Tuesday, October 30, 2012 3:51 PM
To: Dave Brown
Subject: FW: MANSDORF PROPERTY ISSUES

What is this?

From: Jaime Gonzalez[SMTP:JAIME@POINTEMALIBU.COM]
Sent: Monday, October 29, 2012 5:32:55 PM
To: Dave Brown
Subject: Fwd: MANSDORF PROPERTY ISSUES
Auto forwarded by a Rule

Enjoy....
J

Sent from my iPhone

Begin forwarded message:

From: Jaime Gonzalez <jaime@pointemalibu.com>
Date: October 29, 2012, 5:30:40 PM PDT
To: Hal <halmintz@msn.com>
Subject: Re: MANSDORF PROPERTY ISSUES

Wait a minute Hal, wasn't I suppose to file bankruptcy to Stop the Sell.

I can't sleep and I'm se terrified to loose the Mansdorf Family Trust home.

Do you know a good therapist other than Satan?

Come to think of it, I could use some Devil water right about now.

More importantly sir how's your wife, daughter and grandson?

J

Sent from my iPhone

On Oct 29, 2012, at 7:09 AM, Hal <halmintz@msn.com> wrote:

Last Friday, I was in L.A. Courthouse, which is rare for me. I was there to give moral support for a friend of mine who had a Hearing on a divorce.

While there, just on an impulse, I went to the room where the Sheriff sale of property is scheduled. I saw a Sheriff lieutenant who was doing some work. He told me that the sale of BH home was still scheduled and their legal experts expect it to occur – even though there is an attempt to block it via a federal injunction. Without telling me “why”, he said the basis of the injunction has been tried in numerous cases, and does

not prevail. He said that any atty should know that the injunction request is just a waste of time and expense (The sheriff has no interest in the matter, and does not care one way or the other).

I have an 8:00 am breakfast meeting downtown on Weds. –and if it ends early enough I will drop in at the 10:00 am sale and presumably see you.

Jennifer Nguyen

From: Diane Hermann
Sent: Monday, December 03, 2012 3:41 PM
To: Dave Brown
Cc: Kristin MacDonald
Subject: Jaime - re: outstanding balance

Could he be referring to Harry Mansdorf?? They owe money!!!

From: Jaime james[SMTP:JAIMEJAMESJAMES@GMAIL.COM]
Sent: Friday, November 30, 2012 3:18:48 PM
To: Dave Brown
Subject: Re: Out of Office: La Tuna Canyon Follow-Up
Auto forwarded by a Rule

Please disregard message it was sent in error. I have not forgotten your outstanding balance, I'm working on releasing the liens against the our property's which are cured by Harry's passing and will make it now possible to secure the funds required to pay all outstanding debts. I apologize for the inconveniences and looking forward to paying your firm asap.
J

Sent from my iPhone

On Nov 30, 2012, at 3:12 PM, Dave Brown <David.Brown@brownandstreza.com> wrote:

I am currently out of the office. I will return on Monday, December 3rd. I will not be checking my email during this time, so if you need assistance prior to my return, please email my Paralegal Kristin at: kristin.macdonald@brownandstreza.com For immediate assistance, please call our receptionist at (949) 453-2900 and she will direct your call to the appropriate person. I look forward to helping you when I return. Thank you.

This e-mail may contain material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.

Tax Advice Disclosure:

To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

Jennifer Nguyen

From: Mia C. Langlitz
Sent: Wednesday, September 04, 2013 10:43 AM
To: Kristin MacDonald; Jennifer Nguyen
Subject: Mansdorf Notice of Auction
Attachments: Notice of Auction_11951 Magnolia Street.pdf

Good morning,

EA was never hired by this client so I am forwarding back to you. Per Vanessa's request, please mail a copy of the notice to the ex-client. Vanessa has already emailed a copy to Bob Mullen.

Thank you,
Mia

Mia Langlitz
Brown & Streza, LLP
40 Pacifica, Suite 1500
Irvine, CA 92618
Tel: (949)453-2900 Ext. 125
mia.langlitz@brownandstreza.com



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
OFFICIAL NOTICE OF AUCTION



SALE 2013A ITEM NUMBER 6039
BROWN & STREZA LLP
8105 IRVINE CENTER DRIVE, STE 700
IRVINE, CA 92618

AUGUST 30, 2013
MAPBOOK 8106 PAGE 001 PARCEL 007

TOTAL AMOUNT DUE DOES NOT INCLUDE 2013-14 TAXES

IF PAYMENT IS RECEIVED BY 09 30 13 \$270,564.46

IF PAYMENT IS RECEIVED BY 10 18 13 \$272,967.61

Detach top portion and return with your payment

IMPORTANT INFORMATION

This property is scheduled for sale at public auction to the highest bidder. This notice is being sent to all PARTIES OF INTEREST associated with the property listed below under items 5 and 6. A PARTY OF INTEREST is the legal owner of the property and any lien holder who is known to have a legal interest in the property. To ensure that the legal owner of the property receives notification, this notice is being sent to every person in the County of Los Angeles who has a similar name and all lien holders who are known to have a legal interest in the property.

1. Place of sale: FAIRPLEX LOS ANGELES COUNTY FAIRGROUNDS
1101 W. MCKINLEY AVE., BLDG. #5, POMONA, CA 91768
2. Date and time of sale: OCTOBER 21, 2013 THRU OCTOBER 22, 2013 9:00 A.M.
Minimum bid: \$298,079.00
4. Owner Name: GONZALEZ, JAIME D
5. Description and/or address of the property to be sold at public auction:
6. Property Address: 11951 MAGNOLIA ST EL MONTE CA 91732-3401
SUB OF THE RO POTRERO DE FELIPE LUGO LOT COM AT INTERSECTION OF NE LINE
OF MAGNOLIA ST WITH NW LINE OF COGSWELL RD TH NE ON SD NW LINE 296.95 FT
TH N 44°03'55" W TO A PT NW ON SD SW LINE 135.64 FT AND N 45°54'15" E
FROM BEG TH S 45°54'15" W TO SD NE LINE TH SE THEREON 135.64 FT TO BEG
PART OF LOT 1 BLK A

Public records indicate you may have an interest (owner, lien holder, etc.) in the property DESCRIBED ABOVE. If you are not the owner of the property as described, or do NOT have a legal interest in this property it is not necessary for you to respond to this notice. If you are the owner or have a legal interest in this property, see the instructions below to prevent the sale of this property.

If you are the owners or have a legal interest in the property, you can prevent the proposed sale by paying the full property taxes, penalties, and cost according to the payment schedule noted above. Please note, the above amounts do not include the 2013-14 taxes. Send a cashier's check or bank issued money order along with the top portion of this notice in the envelope provided. PERSONAL CHECKS WILL NOT BE ACCEPTED. Cash payments can be made in our office located in the lobby at 225 N. Hill Street, Los Angeles, CA 90012. If payment in full is not received in our office by Friday, October 18, 2013 at 5:00 p.m., the property will be sold. Any property requiring a personal visit by a Tax Collector Representative will be charged a fee of \$100 in addition to the above amount.

SEE REVERSE SIDE FOR OTHER IMPORTANT INFORMATION

2013A 6039 8106 001 007

NOA 87779

(COS - T07787 07/13)

HOW TO CONTACT THE TAX COLLECTOR'S OFFICE

If you have any questions concerning redemption, the proposed sale of the property, or your rights to claim excess proceeds, visit or write to the Los Angeles County Treasurer and Tax Collector's Secured Property Tax Division, 225 North Hill Street, Room 130, Los Angeles, California 90012, call 1(213) 974-2045, Monday through Friday, 8 A.M. to 5 P.M. or visit our website at <http://ttc.lacounty.gov> or write us at our email address at auction@ttc.lacounty.gov.

RIGHTS OF PARTIES OF INTEREST AFTER SALE

Should you not redeem this property and it is sold, you have the right to claim proceeds remaining after the tax and assessment liens and costs of sale are satisfied. Notification regarding excess proceeds will be given pursuant to State Law. To claim excess proceeds you must be a "party of interest" as defined by Section 4675 of the Revenue and Taxation Code.

Your claim for excess proceeds must be filed within ONE YEAR after the Tax Collector's deed to the purchaser is recorded.

State law allows you to designate an agent, who may require a fee, to file a claim on your behalf. However, you can file a claim directly with this office where no fee is required. **YOUR CLAIM MUST BE FILED WITHIN ONE YEAR FROM THE "DATE TAX DEED TO THE PURCHASER IS RECORDED".**

NOTICE REGARDING MISFORTUNE AND CALAMITY CLAIMS

If the property was damaged, and not substantially repaired within the last five years due to a local, state, or federally declared disaster, it cannot be offered for sale until it has been tax-defaulted for five years from the date of the disaster. If the property falls into this category, contact the Los Angeles County Tax Collector's Office immediately at 1(213) 974-2045. Documentation that the property was damaged as a result of a declared disaster and the date the damage occurred will be requested by the Tax Collector and must be provided prior to the termination of the right of redemption.

PROPERTY TAX RELIEF FOR MILITARY PERSONNEL

Under provisions of the Federal Soldiers and Sailors Civil Relief Act, active military personnel, regardless of the duration of military service or financial status, qualify for a reduction in the interest charged on unpaid property taxes. The regular annual interest rate of 18% is reduced to 6%. The law further prevents the sale of tax defaulted property.

If you qualify, call our toll free number 1(888) 807-2111 for more information and to request an application for Property Tax Relief for Military Personnel.

specify in an instrument in writing executed and filed in the manner provided by law, to enable him/her to utilize the unlimited marital deduction, and in such event, the Trustee shall add the property affected thereby to the principal of Trust B created hereunder. In the event that the Trustor's spouse dies without having disclaimed hereunder, but before the expiration of the time permitted by law for making a disclaimer, then the Successor Trustee(s) hereof or the personal representative of the spouse's estate may execute and file, in the manner provided by law, a disclaimer on behalf of the Trustor's spouse, and in such event the Trustee shall add the property affected thereby to the principal of said Trust B.

(4) The Trustee shall determine whether or not the executor should elect to qualify all or a portion of this Trust C for the federal estate tax marital deduction, having in mind all relevant tax and non-tax factors bearing on this decision, and advise the executor of the decision which shall be binding on the executor in the absence of compelling reasons to the contrary.

5.02.4 Election by Trustor's Spouse: In the event the Trustor's spouse shall elect to take his or her community property share or his or her share of the quasi-community property of the Trustor's Will, this trust, or any policy of life insurance payable to this trust, the assets remaining in Trust B and Trust C shall nevertheless be held, administered and distributed pursuant to all of the provisions of this trust agreement.

5.02.5 Disposition of Trust Estate if Trustor is Not Survived by Trustor's Spouse: If the Trustor is not survived by the Trustor's spouse, the Trustee shall hold, administer and distribute the trust estate in the same manner as provided herein for the Trust B residuary beneficiaries below.

5.03 Distribution of Income and Principal of Trust B:

5.03.1 During Lifetime of Trustor's Spouse: If the Trustor's spouse is then living, the Trustee shall distribute Trust B as follows:

(a) Distribution to Lillian Springer: At such time that Jaime DeJesus Gonzalez exercises his Buy-Out Option under the Joint Venture Agreement dated July 3, 2008, or if Jaime DeJesus Gonzalez exercised said Buy-out Option prior to the Trustor's death, two million dollars (\$2,000,000.00), free of estate tax, shall be distributed to Lillian Springer, outright and free of trust, if living, and if not living, this gift shall lapse.

(b) Distribution to Trustor's Spouse: The remaining balance of Trust B shall be held in trust for the benefit of the Trustor's wife, Linda Florence Mansdorf, and distributed as follows:

(1) Income: During the lifetime of the Trustor's spouse, the Trustee may pay to or apply for the benefit of the Trustor's spouse, in monthly or other convenient installments, as much of the remaining net income of Trust B, up to the whole thereof, as the Trustee, in the Trustee's discretion, deems necessary for the Trustor's spouse's reasonable health, education, support and

(c) Distribution of Balance: If or to the extent that the Trustor's spouse shall have failed to exercise the power of appointment conferred upon her under paragraph 5.03.2(a) above, or an attempted exercise by her of this power shall have been invalid or ineffective for any reason, or she shall have released or renounced this power, the entire balance of Trust B shall be distributed as follows:

(1) In the event that one million dollars (\$1,000,000.00) was not distributed to Lillian Springer pursuant to paragraph 5.03.1(a) above, either because Jaime DeJesus Gonzalez did not exercise his Buy-Out Option under the Joint Venture Agreement dated July 3, 2008, as amended March 11, 2011, during the life of either the Trustor or the Trustor's wife, or because the Trustor's wife predeceased the Trustor, two million dollars (\$2,000,000.00), free of estate tax, shall be distributed to Lillian Springer, outright and free of trust, if living, and if not living, this gift shall lapse.

(2) One million dollars, free of estate tax, shall be distributed to Julia O. Jasmine Jenson, Chad Egan, Do trust, if living, and if not living, the

(3) The remainder shall be distributed to Jaime DeJesus Gonzalez.

(d) Retained Trust for herein, if any person entitled to outright distribution of any portion of the trust estate under age thirty (30), the Trustee shall hold and administer such portion of the trust estate for the person's benefit, add income therefrom to principal and apply for the benefit of the person as much of the person's trust as the Trustee, in the Trustee's discretion, deems necessary for the person's health, education, support and maintenance, after taking into consideration any other income or resources of the person. When the person attains age thirty (30), the person's portion of the trust estate shall be distributed as provided elsewhere in this agreement.

(e) Incompetency of Beneficiary: Except as otherwise provided herein, if any person entitled to outright distribution of any portion of the trust estate is mentally or legally incompetent, as certified in writing by two licensed physicians, whether or not a court of competent jurisdiction has declared him or her incompetent, mentally ill, or in need of a conservator, the Trustee shall hold and administer such person's portion of the trust estate for the person's benefit, add income therefrom to principal and pay to or apply for the benefit of the person as much of the person's trust as the Trustee, in the Trustee's discretion, deems necessary for the person's health, education, support and maintenance, after taking into consideration, to the extent the Trustee deems advisable, any other income or resources of the person outside of the person's trust known to the Trustee. When the person attains competency, the Trustee shall distribute to the person the share to which he would have otherwise been entitled, but for the disability, as provided elsewhere in this agreement. If a person dies before

DISTRIBUTION UPON DEATH OF FIRST TRUSTOR

Husband First: Spouse for life (100%) (standard is yes) yes 100% to wife (life) 25% to child
 Other: _____

Wife First: Spouse for life (100%) (standard is yes) yes 100% to wife (life) 25% to child
 Other: _____

¶ 5.04.1 - Income: Shall May (standard is may)
 Income Sprinkling Trust? (only with "may") yes no
 (recall "may sprin" or "prin sprin")

¶ 5.04.2 - Can surviving spouse spend B principal before A is gone? (standard is yes) yes no

Limited Power of Appointment of B Trust Principal? (standard is yes) yes no

Individual Trustee's fees allowed? yes no

Distribution upon Death of SECOND Trustor:

Specific Bequests to wife for life

Spouse? Yes/No: Property
 Who pays for expenses: \$
 Right to income? Up
 Principal? yes no
yes no

1. free of estate tax
 2. discretionary income for life or vest at age
 3. mandatory inc/disc pr for life or vest at age
 4. other _____
 4. Any specific bequests to guardian (recall "guardian") place:
 a. income b. maid
 c. home If yes for h
 5. CHARITABLE CONTRIBUTIONS

IN OFFICE REVIEW CHECKLIST/INTERVIEW SHEET

Add to Lead Attorney List? YES NO NO NO
 Current Case Type: not sure Update to A/B or QTIP? NO Add GST? NO
 Restatement? NO
 Amendment? NO
 Revoke prior trust? NO Are there substantial assets in prior trust? NO
 Corporate client? NO

MATTERS AT HAND KIT GIVEN: H ONLY TRUST KIT yes NO no NO
 NEW Agent/Planner: NO (company)

INVITE CPA TO SIGNING? yes NO no NO 60-DAY? yes NO no NO
 -SEND DOCS TO CPA? yes NO no NO

Name of Trustor-Husband: HARRY MAUSDORF

Name of Trustor-Wife: LINDA FLORENCE MAUSDORF

Date of Marriage: APRIL 19, 2006 U.S. Citizen? H NO W NO

I am disinheriting my current spouse because: NO

EXECUTOR: 1. spouse If no, LINDA AND JAMES DESEUS GONZALEZ
 2. Attorney to James or Linda is J. Robert Mulder (relationship)
 3. NO

TRUSTEE(S): H & J or survivor (standard) If no, NO

SUCCESSOR TRUSTEE(S): 1. EX
 2. NO
 3. NO

PROFESSIONAL PRACTICE SPECIAL TRUSTEE: (does either Trustor have a professional practice?) yes NO no NO

Name: NO Alternate: NO

CONSERVATOR OF PERSON:

Husband: Spouse? NO yes NO no NO

Alternate Agent: 1. James 2. J. Robert Mulder

Wife: Spouse? NO yes NO no NO

Alternate Agent: 1. NO 2. NO

POWER OF ATTORNEY

Broad? YES or No NO Linda And James
 Standard? Yes NO or No NO

If Broad DPA:

Allow attorney-in-fact to make gifts? YES or No NO
 Allow Trustee to make gifts? YES or No NO

DISCUSS INSURANCE TRUST?? yes NO no NO Other (ILIT, QPRT, CRT, etc.) yes NO no NO

EP Review date 8/4/10, 1/18/11 Client # NO

Is client currently on TMA? yes NO no NO If no, Fees for charges: \$ NO

Fee to Add GST? \$ NO TOTAL FEES \$ 2500 Payment received: NO/ck# NO

TMA NEXT YEAR? yes NO no NO

Sign Appt: M TU W Th F March 22, 2010 at 1:00pm with DA/KW

60-day Appt: NO at NO with NO

Green Packet given: yes NO no NO (If NO, mail w/conf ltr)

Drafts Electronically? Yes NO No NO If Yes, email address?: NO

OVER See New 1/18/11

NEW: 1/18/11

2nd TO LIAISON TO BE ~~AD~~ WHEN JAMIE PUGHACHES HAS ~~OF~~ ~~TO~~ ~~BY~~ ~~LIAISON~~ ~~AT~~ ~~UNDER~~ ~~THE~~ ~~WARRANT~~ ~~DATED~~ 10/21/10

1) ~~100% TO LIAISON~~
~~ON~~ ~~CONDITIONS~~ ~~ON~~

2) ~~UNLESS~~ ~~STAFF~~ ~~DOES~~ ~~LIAISON~~ ~~AT~~ ~~THE~~

~~LIAISON~~ ~~IS~~ ~~TO~~ ~~BE~~ ~~2nd~~ ~~OUTSIDE~~

MISCELLANEOUS WILL INFO:

T-h's and T-w's community interest in spouse's IRA's, 401(k) plans and Non-Qualified to spouse (if survive 90 days) and if not to Trust?

(yes) _____ no _____

Preamble for Will - Christian "general" or "specific"

yes _____ (no) _____

Specific disinheritance (ALWAYS prior marriages)?

(yes) _____ no _____

Other? _____

Taxes paid out of residuary estate OR with apportionment? _____

GUARDIAN:

1. _____

(relationship)

2. _____

SPECIFIC BEQUESTS AT DEATH OF ONE TRUSTOR:**Husband:**

If Trustor-husband is the First to Die OR Upon the Death of Trustor-husband (before division into separate trusts)

1. Occupancy in home/property to spouse? Yes/No Property: _____
 Free of estate tax? _____ Who pays for expenses/utilities? _____
 Amount to be used to pay expenses: \$ _____
 right to move? _____ right to income? _____ cohabitate? _____
 what happens when \$\$ runs out? _____ Upon the death to whom? _____
2. \$ _____ or _____ % to _____; OUTRIGHT or IN TRUST
 1. free of estate tax? yes _____ no _____
 2. discretionary income & principal? yes _____ no _____
 for life or vest at age _____
 3. mandatory inc/disc principal? yes _____ no _____
 for life or vest at age _____
 4. other _____
3. \$ _____ or _____ % to _____; OUTRIGHT or IN TRUST
 1. free of estate tax? yes _____ no _____
 2. discretionary income & principal? yes _____ no _____
 for life or vest at age _____
 3. mandatory inc/disc principal? yes _____ no _____
 for life or vest at age _____
 4. other _____

Wife:

If Trustor-wife is the First to Die OR Upon the Death of Trustor-wife (before division into separate trusts)

1. Occupancy in home/property to spouse? Yes/No Property: _____
 Free of estate tax? _____ Who pays for expenses/utilities? _____
 Amount to be used to pay expenses: \$ _____
 right to move? _____ right to income? _____ cohabitate? _____
 what happens when \$\$ runs out? _____ Upon the death to whom? _____
2. \$ _____ or _____ % to _____; OUTRIGHT or IN TRUST
 1. free of estate tax? yes _____ no _____
 2. discretionary income & principal? yes _____ no _____
 for life or vest at age _____
 3. mandatory inc/disc principal? yes _____ no _____
 for life or vest at age _____
 4. other _____
3. \$ _____ or _____ % to _____; OUTRIGHT or IN TRUST
 1. free of estate tax? yes _____ no _____
 2. discretionary income & principal? yes _____ no _____
 for life or vest at age _____
 3. mandatory inc/disc principal? yes _____ no _____
 for life or vest at age _____
 4. other _____

4th TO UCI Medical for Parkinson's Research

2nd TOLIMIAN

2nd DAVID SCHIFF

1st MARGARET MASDEU

DISTRIBUTION UPON DEATH OF FIRST TRUSTOR:

Husband First: Spouse for life (100%) (standard is yes) yes no
 Other: 100% to LINDA (EXCEPT 25 TO LINDA)

Wife First: Spouse for life (100%) (standard is yes) yes no
 Other: _____

¶ 5.04.1 - Income: Shall May (standard is may) no
 Income Sprinkling Trust? (only with "may") yes no
 (recall "may.sprink" or "prinsprink")

¶ 5.04.2 - Can surviving spouse spend B principal before A is gone? (standard is yes) yes no

Limited Power of Appointment of B Trust Principal? (standard is yes) yes no

Individual Trustee's fees allowed? yes no

Distribution upon Death of SECOND Trustor:

Specific Bequests: TO SSB (BANK FOR H & L FARMING)

1. Occupancy in home/property to spouse? Yes/No Property: _____
 Free of estate tax? _____ Who pays for expenses/utilities? _____
 Amount to be used to pay expenses: \$ _____
 right to move? _____ right to income? _____ cohabitate? _____
 what happens when \$\$ runs out? _____ Upon the death to whom? _____

2. \$ _____ or _____ % to _____; OUTRIGHT or IN TRUST
 1. free of estate tax? yes no
 2. discretionary income & principal? yes no
 for life or vest at age _____
 3. mandatory inc/disc principal? yes no
 for life or vest at age _____
 4. other _____

3. \$ _____ or _____ % to _____; OUTRIGHT or IN TRUST
 1. free of estate tax? yes no
 2. discretionary income & principal? yes no
 for life or vest at age _____
 3. mandatory inc/disc principal? yes no
 for life or vest at age _____
 4. other _____

4. Any specific bequests to guardians? yes no
 (recall "guardian") place after pp and gift paragraphs
 a. income b. maid c. private school d. vacation
 e. home If yes for home: 1. remodel 2. purchase 3. occupy

5. CHARITABLE CONTRIBUTIONS: _____

Definition of Children: OK? Moat By name? _____
(always specifically include if "his/hers/ours" situation) and exclude any children who are disinherited

BENEFICIARIES IF NO CHILDREN:

IF BENEFICIARIES ARE CHILDREN:

_____ To children in equal shares 100% Linda If not equal shares, in what percentages? (fractions) 50% Linda 50% Jamie

GENERATION SKIPPING TRUST:

STANDARD or MATCH INCOME

If matching income, from _____ age to _____ (standard is 23 to 35 years)

20% for home _____ 20K for wedding _____ Post Bachelor's studies _____ Emergencies _____

1. Trustee: a. Trustee b. Child c. Child at age _____ d. Other _____

2. Beneficiary when child dies: a. Child's issue b. Other _____

3. Limited Power of Appointment: Standard _____ General _____

4. Trustee when child dies: a. Trustee b. Child's natural parent _____

DISTRIBUTION OVER GST LIMIT IN LIFE ESTATE W/LPA-CREDITORS? yes _____ no _____

IF NOT ADDING GST:

To children in equal shares:
(standard is 25, 30, 35 with 20% for home)

1. discretionary income & principal? yes _____ no _____

2. mandatory inc/disc principal? yes _____ no _____

3. other _____

20% for home _____ 20K for wedding _____

Other: _____

ULTIMATE DISTRIBUTION:

Termination other than above: Standard Ultimate Distribution: yes _____ no _____

Husband's interest in estate: Mary Toy - 1/4

Wife's interest in estate: 1/4 to Jamie

Other: OUTRIGHT

IF DISINHERITING A CHILD, DOES CLIENT WANT CHILD TO BE IN ULTIMATE? _____

PROPERTY DECLARATION:

NA community property (no separate schedule)

Part separate property & part community property (Do clients have QPRT/IDIT)
(attach Schedule A, signed & notarized)

If separate property, does client have pre/post nuptial agreement? NA yes _____ no /
HAVE WE REQUESTED COPY FROM CLIENT? yes _____ no /
HAS IT BEEN REVIEWED? yes _____ no /
DO AGREEMENT(S) HAVE ANY IMPACT ON DOCS/FUNDING? yes _____ no /
IF YES, EXPLAIN: _____

** DOES THE OWNER OF SEPARATE PROPERTY WANT TO GIVE SPOUSE LIMITED GENERAL POWER OF APPOINTMENT?? yes _____ no _____ (if yes, put after LPA-spouse)

If applicable, was A/B allocation ever completed? yes _____ no /

DO CLIENTS' PARENTS HAVE GST? WILL IT BE ADDED INTO CL'S ESTATE? _____

DO CLIENTS' CHILDREN HAVE EP??? _____

DO CLIENTS HAVE LIFE INSURANCE POLICIES THAT THEY ARE PLANNING TO TERMINATE IN THE NEAR FUTURE? *If so they should look into the issue of selling that policy vs. surrendering it.* _____

Referral to Life Insurance Agent? Yes _____ No /

TOTAL ANNUAL INCOME OF BOTH H & W?? \$ /

NET WORTH:

Value of home \$ _____

Value of other real estate \$ _____

Retirement Accounts \$ _____

Liquid assets in personal name \$ _____

Business \$ _____

Any real estate in an entity? (circle one) YES or NO

If yes, corporate referral to: (circle one)

Dick Beth Steve Vince

Life Insurance Husband Term \$ _____

Permanent \$ _____

Life Insurance Wife Term \$ _____

Permanent \$ _____

TOTAL NET WORTH \$ over 2m in P&H B&B.

PRIOR GIFTS? No.
(Ask for copy of Gift Tax Returns)

*** DID YOU REVIEW DISTRIBUTION WITH CLIENT?? / ***

ADDITIONAL COMMENTS:

CLIENT INFORMATION SHEET

Date: 8-4-10

Husband's Name: Mansdorf Harry
(last) (first) (middle)

Occupation: Retired DOB: 2-25-21 SSN: 096-16-1689

Wife's Name: Mansdorf Linda Florance
(last) (first) (middle)

Occupation: Retired DOB: 10-7-42 SSN: 528-56-1412

Address: 811 N. AITA Dr. Beverly Hills CA 90210
(street) (city) (state) (zip)

County: Orange LA ☒ Other U.S. Citizen: Husband: Y ☒ N Wife: Y ☒ N

Home Phone: 310-275-0680 Work Phone: (H) N/A (W)
Cell Phone: (H) 818-795-4860 (W)

Preferred Method of Contact or Primary Number?: 310-275-0680

E-mail Address: (Husband) (Wife)

Date of Marriage: 4-10-06

Prior marriages - Husband

		(year)		(year)
(1)	Name: <u>Beverly Kniffing</u>	Divorced <u></u>	Deceased <u>1985</u>	
(2)	Name: <u></u>	Divorced <u></u>	Deceased <u></u>	

Prior marriages - Wife

		(year)		(year)
(1)	Name: <u>N/A</u>	Divorced <u></u>	Deceased <u></u>	
(2)	Name: <u></u>	Divorced <u></u>	Deceased <u></u>	

Children of prior marriage - Husband

(designate which marriage (1) or (2), etc.)

		(circle one)
Name: <u>N/A</u>	Date of birth/death <u></u>	
Name: <u></u>	Date of birth/death <u></u>	
Name: <u></u>	Date of birth/death <u></u>	

Children of prior marriage - Wife

(designate which marriage (1) or (2), etc.)

		(circle one)
Name: <u>N/A</u>	Date of birth/death <u></u>	
Name: <u></u>	Date of birth/death <u></u>	
Name: <u></u>	Date of birth/death <u></u>	

Children of present marriage:

Name: <u>N/A</u>	Date of birth/death <u></u>
Name: <u></u>	Date of birth/death <u></u>
Name: <u></u>	Date of birth/death <u></u>

Who may we thank for referring you? Bob mullen

Please list the names, addresses and phone numbers of the following persons. If any of the following categories do not apply, just enter "n/a."

PROFESSIONAL ADVISORS

CPA/Accountant

Name White / Nelson Co.
Address _____
Phone #: (work) _____
Email: _____

Financial Planner

Name n/a
Address _____
Phone #: (work) _____
Email: _____

Life Insurance Agent

Name n/a
Address _____
Phone #: (work) _____
Email: _____

ADDRESS INFORMATION SHEET

Date: 3-18-11

Name: Henry Mansdorf

Please list the names, addresses and phone numbers of the following persons. If any of the following categories do not apply, just enter "n/a". Attach additional sheets if necessary.

PROFESSIONAL ADVISORS

CPA/Accountant

Name: Steven A. Nelson (aka Nelson)
Address: 11815 METTERVILLE RD
IRVING, TX 76039
Phone # (work): 214-422-9187

Financial Planner

Name: NA
Address: NA
Phone # (work): NA

Life Insurance Agent

Name: NA
Address: NA
Phone # (work): NA

PERSONS NAMED IN DOCUMENTS

Successor Trustee/Executor

1. Name: Dominic DeJesus Gonzalez
Address: 8411 N. QUINCY ST
DAVIDSON, NC 28026
Phone # (home): 310-215-0168 (cell): 313-399-2177
362-943-0261
2. Name: Henry Mansdorf
Address: 8411 N. QUINCY ST
DAVIDSON, NC 28026
Phone # (home): 310-215-0168 (cell): 313-399-2177
362-943-0261
3. Name: NA
Address: NA
Phone # (home): NA (cell): NA

Guardian for Minor Children (if applicable)

1. Name _____
Address _____
Phone # (home) _____ (cell) _____

2. Name _____
Address _____
Phone # (home) _____ (cell) _____

Health Care Agent (person named in Advance Health Care Directive who will make health care decisions for you; NOT your medical doctor or health insurance provider)

1. Name Dr. Diana A. Mankin, D.O.
Address 8163 S. 50th St., Suite 400, Phoenix, AZ 85044
Phone # (home) 310-652-9463 (cell) 310-652-9463

2. Name Dr. Lisa Fox
Address 99 North Mill Ave, Suite 205, Phoenix, AZ 85004
Phone # (home) 310-289-9993 (cell) _____

OTHER PERSONS OR CHARITIES NAMED IN DOCUMENTS

1. Name William Sander Sender
Address 19510 Greenway Ave, Suite 100, Phoenix, AZ 85028
Phone # (home) 818-995-3599 (cell) _____

2. Name Andrew M. Sander
Address 19510 Greenway Ave, Suite 100, Phoenix, AZ 85028
Phone # (home) 310-215-0160 (cell) 318-595-1910

3. Name Suzanne D. Sander
Address 19510 Greenway Ave, Suite 100, Phoenix, AZ 85028
Phone # (home) 310-215-0160 (cell) 318-595-1910

4. Name _____
Address _____
Phone # (home) _____ (cell) _____

5. Name _____
 Address _____
 Phone # (home) _____ (cell) _____

6. Name _____
 Address _____
 Phone # (home) _____ (cell) _____

FAMILY MEMBERS

Please list your family members' names and children's birthdates, even if any of these individuals are already listed above. You do not need to repeat the address and phone number if already listed above.

Children

1. Name _____ Birthdate _____
 Address _____
 Phone # (home) _____ (cell) _____

2. Name _____ Birthdate _____
 Address _____
 Phone # (home) _____ (cell) _____

3. Name _____ Birthdate _____
 Address _____
 Phone # (home) _____ (cell) _____

4. Name _____ Birthdate _____
 Address _____
 Phone # (home) _____ (cell) _____

Parents, if living

Name _____
 Address _____
 Phone # _____

Siblings

Name

Address

Phone #

Name

Address

Phone #

CONSENT FOR RELEASE OF DOCUMENTS/INFORMATION

I/We hereby authorize BROWN AND STREZA, LLP, to:

☐ Release Documents ☐ Communicate ☐ Both

regarding my/our Estate Planning to: (please print names)

☐ Agent _____
☐ Financial Planner _____
☒ CPA CARLOS CHUI
☒ Other ATTORNEY - J. ROBERT MULLEN
☒ Family Members LINDA MULLEN
JAMES JAMAR GONZALEZ

☐ No one at this time _____

I/We understand this Release shall remain in effect for an indefinite period of time, until revoked in writing. A photocopy or facsimile of this document can be relied upon as though it were the original document.

Dated: 1/18/11

Harry Mansdorf
