

UNITED STATES BANKRUPTCY COURT – CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor: ☒ JAMES C. GIANULIAS ☒ CAMEO HOMES,	Case Number: 8:08-13150 RK 8:08-13151 RK	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): MARILYN GIANULIAS ROBBINS	☐ Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____	
Name and address where notices should be sent: Penelope Parmes, Esq., Rutan & Tucker, LLP 611 Anton Blvd., #1400, Costa Mesa, CA 92626 Telephone No. (714) 641-5100	☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. ☐ Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Telephone No.	☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. ☐ Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 4.2 million		
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5.		
☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges		
2. Basis for Claim: Court order (See instruction #2a on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____		
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: ☒ Real Estate ☐ Motor Vehicle ☒ Other Describe: All personal property Value of Property: \$ unknown Annual Interest Rate: 10 % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ see attached Basis for Perfection: see attached Amount of Secured Claim: \$ see attached Amount Unsecured: \$ _____		
5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim fails in one of the following categories, check the box and state the amount. Specify the priority of the claim. ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). ☐ Wages, salaries, or commission (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4). ☐ Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(5). ☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7). ☐ Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8). ☐ Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/20 and every 3 years thereafter with response to cases commenced on or after the date of adjustment.		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 11/7/08	Penelope Parmes Attorney for Marilyn Gianulias Robbins Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	
FOR COURT USE ONLY		

ATTACHMENT TO PROOF OF CLAIM

In re James C. Gianulias, Case No. 8:08-13150 RK

In re Cameo Homes, Case No. 8:08-13151 RK

Claimant: Marilyn Gianulias Robbins

Marilyn Gianulias Robbins ("Robbins") is a secured creditor of the debtor.

On or about December 3, 2001, a judgment (with attached Marital Settlement Agreement) ("Judgment") in favor of Robbins and against James Chris Gianulias was entered in that action entitled Gianulias v. Gianulias, filed in the Superior Court of the State of California, County of Orange, bearing case number 95D-003724 (the "Divorce Action"). The Judgment provided, among other things, for certain payments to be made to Robbins over a period of time. A true and correct copy of the Judgment, together with a filed Notice of Entry of Judgment, is attached hereto as **Exhibit 1** and incorporated herein by this reference.

The Marital Settlement Agreement attached to the Judgment has been amended from time to time. A copy of some or all of the amendments is attached hereto collectively as **Exhibit 2** and incorporated herein by this reference.

As of the Petition Date, there was due and owing to Robbins the principal sum of \$4,200,000 together with interest accruing thereon at the rate of 10% per annum. In addition, attorneys' fees and other costs have accrued and continue to accrue, in an amount according to proof.

On or About December 20, 2007, Robbins obtained an Order to Appear for Examination in the Divorce Action, ordering Mr. Gianulias to appear on February 5, 2008 together with information to aid in enforcement of the Judgment. A true and correct copy of the Order to Appear for Examination is attached hereto as **Exhibit 3** and incorporated herein by this reference. On December 26, 2007, the Order to Appear for Examination was served. Accordingly, pursuant to California Code of Civil Procedure 708.110, et seq., service of the Order created a lien on the personal property of Mr. Gianulias in favor of Robbins.

The judgment debtor examination referenced in Exhibit 3 has been continued from time to time and presently, pursuant to court order, is scheduled to be held on March 13, 2009. Robbins understands that due to the filing of this bankruptcy case, the judgment debtor examination cannot and will not be held absent an order from the Bankruptcy Court.

In addition, Robbins has recorded Abstracts of Judgment (collectively, the “Abstracts”) in the following counties and on the following dates:

County	Date Recorded
Orange	December 20, 2007
Riverside	December 26, 2007
San Bernardino	December 28, 2007
Napa	January 10, 2008
Shasta	January 10, 2008
Sacramento	January 11, 2008
El Dorado	January 22, 2008
Nevada	January 23, 2008

The face pages of the recorded Abstracts described above are attached hereto collectively as **Exhibit 4** and incorporated herein by this reference.

Accordingly, Robbins asserts a claim as follows:

Claim amount: \$4,200,000

Interest accruing at 10% per annum

Plus attorneys’ fees and other costs of collection

Claim is secured by all of debtor’s personal property including but not limited to LLC membership interests and partnership interests, as well as all of debtor’s interests in real property pursuant to the Abstracts.

Claimant reserves the right to amend and supplement this Proof of Claim from time to time.

1 **PROOF OF SERVICE BY MAIL**

2 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

3
4 I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State of
5 California. I am over the age of 18 and not a party to the within action. My business address is
6 611 Anton Boulevard, Fourteenth Floor, Costa Mesa, California 92626-1931.

7 On November 7, 2008, I served on the interested parties in said action the within:

8 **PROOF OF CLAIM**

9 by placing a true copy thereof in sealed envelope(s) addressed as stated below:

10 **COUNSEL FOR JAMES C. GIANULIAS:**

11 William N. Lobel, Esq.
12 Alan J. Friedman, Esq.
13 Kerri A. Lyman, Esq.
14 Issa K. Moe, Esq.
15 IRELL & MANELLA LLP
16 840 Newport Center Drive, Suite 400
17 Newport Beach, California 92660-6324

18 **COUNSEL FOR CAMEO HOMES:**

19 Paul J. Couchot, Esq.
20 WINTHROP COUCHOT P.C.
21 660 Newport Center Drive, 4th Floor
22 Newport Beach, California 92660-5946

23 **COUNSEL FOR COMMITTEE:**

24 Victor A. Sahn, Esq.
25 Elissa D. Miller, Esq.
26 Daniel A. Lev, Esq.
27 Alexandra Kazhokin, Esq.
28 SulmeyerKupetz
333 South Hope Street, Thirty-Fifth Floor
Los Angeles, California 90071-1406

Frank Cadigan, Esq.
United States Trustee (SA)
411 W. Fourth St., Suite 9041
Santa Ana, CA 92701

18 In the course of my employment with Rutan & Tucker, LLP, I have, through first-hand
19 personal observation, become readily familiar with Rutan & Tucker, LLP's practice of collection
20 and processing correspondence for mailing with the United States Postal Service. Under that
21 practice I deposited such envelope(s) in an out-box for collection by other personnel of Rutan &
22 Tucker, LLP, and for ultimate posting and placement with the U.S. Postal Service on that same day
23 in the ordinary course of business. If the customary business practices of Rutan & Tucker, LLP
24 with regard to collection and processing of correspondence and mailing were followed, and I am
25 confident that they were, such envelope(s) were posted and placed in the United States mail at
26 Costa Mesa, California, that same date. I am aware that on motion of party served, service is
27 presumed invalid if postal cancellation date or postage meter date is more than one day after date
28 of deposit for mailing in affidavit.

Executed on November 7, 2008, at Costa Mesa, California.

I declare under penalty of perjury that I am employed in the office of a member of the bar
of this Court at whose direction the service was made and that the foregoing is true and correct.

Kim Sigismondo
(Type or print name)

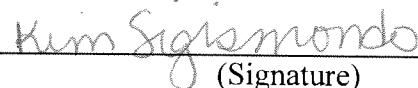

(Signature)

EXHIBIT 1

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:

Name Penelope Parmes, Esq.

Address 611 Anton Blvd., 14th Floor

City Costa Mesa

State, Zip CA 92626

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Entry of Judgment

Title of Document

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): STEVEN E. BRIGGS LAW OFFICES OF STEVEN E. BRIGGS STEVEN E. BRIGGS, Esq. - Bar #47503 2700 Newport Boulevard - Suite 172 Newport Beach, California 92663 TELEPHONE NO.: (714) 673-7410 FAX NO.: ATTORNEY FOR (Name): JAMES C. GIANULIAS	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER DEC 05 2001  ALAN SLATER, Clerk of the Court <i>A. Agronovitz</i> BY A. AGRONOVITZ
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 341 The City Drive MAILING ADDRESS: P.O. Box 14170 CITY AND ZIP CODE: Orange, California 92613-1570 BRANCH NAME: Family Law Division	
PETITIONER: MARILYN HESTER GIANULIAS RESPONDENT: JAMES CHRIS GIANULIAS	
NOTICE OF ENTRY OF JUDGMENT CASE NUMBER: 95D 003724	

You are notified that the following judgment was entered on (date): **DEC 03 2001**

1. ☐ Dissolution of Marriage
2. ☐ Dissolution of Marriage - Status Only
3. ☐ Dissolution of Marriage - Reserving Jurisdiction over Termination of Marital Status
4. ☐ Legal Separation
5. ☐ Nullity
6. ☐ Parent-Child Relationship
7. ☒ Judgment on Reserved Issues
8. ☐ Other (specify):

Date: **DEC 05 2001**

ALAN SLATER, EXEC. OFFICER/CLERK

Clerk, by *A. Agronovitz*, Deputy
A. AGRONOVITZ

- NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY -

Pursuant to the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENTS IN THIS BOX APPLY ONLY TO JUDGMENTS OF DISSOLUTION Effective date of termination of marital status (specify): <i>N/A</i> WARNING: NEITHER PARTY MAY REMARRY UNTIL THE EFFECTIVE DATE OF THE TERMINATION OF MARITAL STATUS AS SHOWN IN THIS BOX.
--

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the Notice of Entry of Judgment was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed

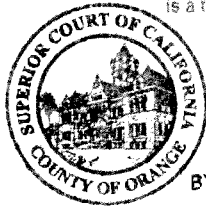
at (place): *Orange*
 on (date): **DEC 05 2001**
 Date: **DEC 05 2001**

ALAN SLATER, EXEC. OFFICER/CLERK
 Clerk, by *A. Agronovitz*, Deputy
A. AGRONOVITZ

Ms. Marilyn Hester Gianulias
 c/o Gerald J. Phillips, Esq.
 Phillips & Whisnant
 363 San Miguel Dr. Suite 130
 Newport Beach, CA 92660

Mr. James Chris Gianulias
 c/o Law Offices of Steven E. Briggs
 2700 Newport Boulevard, Suite 172
 Newport Beach, CA 92663

I hereby certify the foregoing is a true and correct copy of _____ page(s),
is a true and correct copy of the original on file in this court.



ATTEST: (DATE) _____

DEC 21 2007

ALAN SLATER, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY _____, DEPUTY

HEDIEH SABET

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): X LAW OFFICES OF STEVEN E. BRIGGS STEVEN E. BRIGGS, Esq. - Bar #47503 2700 Newport Boulevard - Suite 172 Newport Beach, California 92663 TELEPHONE NO.: (714) 673-7410 FAX NO.: ATTORNEY FOR (Name): JAMES C. GIANULIAS		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER DEC 03 2001 ALAN SLATER, Clerk of the Court BY C. MONROE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 341 The City Drive MAILING ADDRESS: P.O. Box 14170 CITY AND ZIP CODE: Orange, California 92613-1570 BRANCH NAME: Family Law Division		
MARRIAGE OF PETITIONER: MARILYN HESTER GIANULIAS RESPONDENT: JAMES CHRIS GIANULIAS		
JUDGMENT ☒ Dissolution ☐ Legal separation ☐ Nullity ☐ Status only ☐ Reserving jurisdiction over termination of marital status ☒ Judgment on reserved issues Date marital status ends: <u>n/a</u>		CASE NUMBER: 95D 003724

- ☒ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders.
The restraining orders are contained on page(s) of attachment. They expire on (date):
- This proceeding was heard as follows: ☐ default or uncontested ☐ by declaration under Fam. Code, § 2336
☐ contested
a. Date: Apr 2, 3, 4, 2001 Dept.: L69 Rm.:
b. Judicial officer (name): David S. Weinberg ☒ Temporary judge
c. ☒ Petitioner present in court ☒ Attorney present in court (name): GERALD J. PHILLIPS
d. ☒ Respondent present in court ☒ Attorney present in court (name): STEVEN E. BRIGGS
e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
f. ☐ Other (specify name):
- The court acquired jurisdiction of the respondent on (date): 5/8/97
☐ Respondent was served with process ☒ Respondent appeared
- THE COURT ORDERS, GOOD CAUSE APPEARING:
 - ☐ Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
(1) ☐ on the following date (specify): n/a
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 - ☐ Judgment of legal separation be entered.
 - ☐ Judgment of nullity be entered. The parties are declared to be unmarried persons on the ground of (specify):
 - ☐ This judgment shall be entered nunc pro tunc as of (date):
 - ☒ Judgment on reserved issues.
 - ☐ Wife's ☐ Husband's former name be restored (specify):
 - ☐ Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
 - ☐ This judgment contains provisions for child support or family support. Both parties shall complete and file with the court a *Child Support Case Registry Form* (form 1285.92) within 10 days of the date of this judgment. The parents shall notify the court of any change in the information submitted within 10 days of the change by filing an updated form. The forms *Notice of Rights and Responsibilities* (form 1285.78) and *Information Sheet on Changing a Child Support Order* (form 1285.79) are attached.

(Continued on reverse)

MARRIAGE OF (last name, first name of parties): GIANULIAS, MARILYN and JAMES	CASE NUMBER: 95D 003724
---	----------------------------

4. i. ☒ A marital settlement agreement between the parties is attached.
- j. ☐ A written stipulation for judgment between the parties is attached.
- k. ☐ Child custody and visitation is ordered as set forth in the attached
- ☐ Marital settlement agreement, stipulation for judgment, or other written agreement.
- ☐ Child Custody and Visitation Order Attachment (form 1296.31A)
- ☐ Other (specify):
- l. ☐ Child support is ordered as set forth in the attached
- ☐ Marital settlement agreement, stipulation for judgment, or other written agreement.
- ☐ Child Support Information and Order Attachment (form 1296.31B)
- ☐ Non-Guideline Child Support Findings Attachment (form 1296.31B(1))
- ☐ Stipulation to Establish or Modify Child Support Order (form 1285.27)
- ☐ Other (specify):
- m. ☒ Spousal support is ordered as set forth in the attached
- ☒ Marital settlement agreement, stipulation for judgment, or other written agreement.
- ☐ Spousal or Family Support Order Attachment (form 1296.31C)
- ☐ Other (specify):
- ☐ NOTICE: It is the goal of this state that each party shall make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal support.
- n. ☐ Parentage is established for children of this relationship born prior to the marriage.
- o. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

5. Number of pages attached: 25 plus Marital Settlement Agreement consisting of 40 pages ☒ SIGNATURE FOR JUDGE OF THE SUPERIOR COURT on page 25

NOTICE

Please review your will, insurance policies, retirement benefit plans, credit cards, other credit accounts and credit reports, and other matters that you may want to change in view of the dissolution or annulment of your marriage, or your legal separation. Dissolution or annulment of your marriage may automatically change a disposition made by your will to your former spouse. A debt or obligation may be assigned to one party as part of the division of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1 MARRIAGE OF GIANULIAS

2 CASE NO. 95D 003724

3 JUDGMENT ON RESERVED ISSUES

4

5 1. SPOUSAL SUPPORT WAIVER - PETITIONER

6 Petitioner waives any and all rights to spousal support payments and
7 understands that such waiver is final and she may never in the future petition any
8 Court for spousal support as a result of this marriage. All jurisdiction of the Court
9 over the issue of spousal support payable to Petitioner is terminated.

10 2. SPOUSAL SUPPORT WAIVER - RESPONDENT

11 Respondent waives any and all rights to spousal support payments and
12 understands that such waiver is final and he may never in the future petition any
13 Court for spousal support as a result of this marriage. All jurisdiction of the Court
14 over the issue of spousal support payable to Respondent is terminated.

15 3. PETITIONER'S SEPARATE PROPERTY

16 Petitioner now owns, as her sole and separate property, the below-
17 listed property. Respondent acknowledges that he neither has nor claims any right,
18 title or interest in any of that property. The below-listed property is confirmed to
19 Petitioner as her sole and separate property:

20 a. Earnings and accumulations of Petitioner since December 22,
21 1996, the date of separation.

22 b. Petitioner's clothing, jewelry and personal effects.

23 c. Petitioner's social security benefits exclusive of derivative
24 benefits to which Respondent may be entitled.

25 d. All property acquired by Petitioner prior to the marriage, or by
26 gift, bequest, devise or descent during the marriage, all property acquired from
27 separate sources since December 22, 1996, the date of separation and all property
28 attributable to or traceable from this separate property except as provided to the

JUDGMENT ON RESERVED ISSUES

SEBwls/gianulias/JudResIssues/101901

1 contrary in this Judgment.

2 e. All claimed separate property interest in the improved real
3 property at 4515 Brighton Road, Corona del Mar, California.

4 f. Marilyn Hester Gianulias Trust Established August 14, 1997.

5 g. Hester Financial, LLC

6 4. RESPONDENT' SEPARATE PROPERTY

7 Respondent now owns, as his sole and separate property, the below-
8 listed property. Petitioner acknowledges that she neither has nor claims any right,
9 title or interest in any of that property. The below-listed property is confirmed to
10 Respondent as his sole and separate property:

11 a. Earnings and accumulations of Respondent since December 22,
12 1996, the date of separation.

13 b. Respondent's clothing, jewelry and personal effects.

14 c. Respondent's social security benefits exclusive of derivative
15 benefits to which Petitioner may be entitled.

16 d. All property acquired by Respondent prior to the marriage, or
17 by gift, bequest, devise or descent during the marriage, all property acquired from
18 separate sources since December 22, 1996, the date of separation and all property
19 attributable to or traceable from this separate property, except as provided to the
20 contrary in this Judgment.

21 e. All interest of Respondent presently owned or prospectively to
22 be acquired in LAGI LLC.

23 f. All accounts at banks, savings and loans or financial institutions
24 of any type standing in the name of Respondent, including, but not limited to:

25 (1) Wells Fargo account #0967-201377.

26 (2) Wells Fargo account #0654-741644.

27 (3) California Bank and Trust Checking Account No.
28 3090089-76.

1 (4) California Bank and Trust Money Market Account
2 No. 300900106-09.

3 (5) People's Bank Checking Account No. 69020188.

4 (6) US Bank Money Market Account No. 153491136526.

5 g. Improved real property generally described as 10 Thunderbird,
6 Newport Beach, California, subject to any encumbrance thereon.

7 h. All interest in the leased 1997 Porsche automobile (under the
8 terms of the lease agreement bearing his name).

9 i. All claimed or alleged separate property interest in Fountain
10 Valley Senior Housing, LLC, a California Limited Liability Company.

11 j. All shares of stock of 2TheMart.

12 k. All shares of stock of Cambridge Technology.

13 l. All shares of stock of America On Line.

14 m. All shares of stock of Pfizer.

15 n. Note receivable from Sunset Village Partners (including
16 accrued interest).

17 o. Improved real property at 747 Galena, Aspen, Colorado
18 (including any previously existing community property interest therein).

19 5. DIVISION OF COMMUNITY AND CO-OWNED PROPERTY

20 a. Petitioner shall receive as her sole and separate property
21 (including any community property or separate property interest therein) all
22 property listed below:

23 (1) Improved real property at 4515 Brighton Road, Corona
24 del Mar, California.

25 (2) 1997 Jaguar automobile.

26 (3) One-half of the balance presently existing less obligations
27 due at the time of the execution of the Marital Settlement Agreement in the
28 account or accounts generally referred to in this action by the parties as the

1 "Dissolution Account" created pursuant to the Stipulation and Order filed October
2 8, 1997.

3 (4) One-half of the distribution due the parties from East
4 Coast Investments, a California General Partnership, due in April 2001, the total
5 amount of which distribution is approximately \$50,000.00.

6 (5) All bank accounts, certificates of deposit, savings
7 accounts and other accounts of a community property nature with any bank,
8 savings and loan or financial institution standing in her name.

9 (6) All furniture, furnishings, objects of art and household
10 contents in her possession.

11 (7) All wine in her possession.

12 (8) All distributions received from any community property
13 entity, including the Dissolution Account or Accounts, since date of separation
14 (subject to provisions of paragraph 14).

15 (9) Balboa Bay Club membership.

16 b. Respondent shall receive as his sole and separate property
17 (including any community property or separate property interest therein) all
18 property set forth below:

19 (1) All community property, real and personal property not
20 awarded to Petitioner in Paragraph 5.a above, including:

21 (a) Cameo Homes, a California Corporation (including
22 all assets and liabilities of Cameo Homes regardless of how said assets may be
23 characterized or described on financial statements or other records of Cameo
24 Homes and regardless of how legal title to said assets may be stated).

25 (b) Partnership interest standing in his name in
26 Piccadilly Square Partners, a California General Partnership.

27 (c) Partnership interest standing in his name in Park
28 Mesa Village, a California General Partnership.

1 (d) Partnership interest standing in his name in Villa
2 Buena, a California General Partnership.

3 (e) Partnership interest standing in his name in
4 Parkewood Village, a California General Partnership.

5 (f) Partnership interest in standing in his name in
6 Center Parkway Village Apartments, a California General Partnership.

7 (g) Partnership interest standing in his name in Sierra
8 Village, a California General Partnership.

9 (h) Partnership interest standing in his name in Benton
10 Park Village, a California General Partnership.

11 (i) Partnership interest standing in his name in
12 Greenhaven Plaza, a California General Partnership.

13 (j) General partnership interest standing in his name
14 in Coast Business Center, Ltd., a California Limited Partnership.

15 (k) Limited partnership interest standing in his name
16 in Coast Business Center, Ltd., a California Limited Partnership.

17 (l) Partnership interest standing in his name in Dana
18 Centre, a California General Partnership.

19 (m) Partnership interest standing in his name in Sunset
20 Village Partners, a California General Partnership.

21 (n) Partnership interest standing in his name in
22 Cambridge Square Partners, a California General Partnership. (This award shall
23 include his proportional interest in the partnership interest previously held by John
24 C. Coelho, which has recently been acquired by the remaining partners in this
25 partnership, the memorialization and documentation of which is in progress as of
26 the date of this Judgment.)

27 (o) Partnership interest standing in his name in
28 Fasching Haus, a California General Partnership.

1 (p) Partnership interest standing in his name in Lucas-
2 Gianulias, a California General Partnership.

3 (q) Partnership interest standing in his name in East
4 Coast Investments, a California General Partnership (with the exception of the
5 distribution due in April of 2001, which is divided equally between the parties
6 pursuant to other provisions of this Judgment).

7 (r) Partnership interest standing in his name in Sunrise
8 Village Investors, a California General Partnership.

9 (s) All interest, including shares of stock issued in his
10 name, in Mesa Management, a California Corporation.

11 (t) All interest, including shares of stock standing in
12 his name, in Cal Four Development Corporation, a California Corporation
13 (recently merged with Mesa Management).

14 (u) All interest, including shares of stock issued in his
15 name, in Cinegrand LLC, a California Limited Liability Company. (This award
16 shall include any interest that may presently exist in Cinegrand LLC that has been
17 previously characterized as or described as or existed as Showmax or ION
18 Pictures.)

19 (v) Note or account receivable from Cameo Homes
20 (including accrued interest).

21 (w) Note or notes receivable from Ruth Williams
22 (including accrued interest).

23 (x) Note or notes receivable from Melinda Ensign
24 (including accrued interest).

25 (y) Note or notes receivable from David Gianulias
26 (including accrued interest).

27 (z) Note or notes receivable from the Cameo Homes
28 Profit Sharing Plan (including accrued interest).

1 (aa) Note or notes receivable from ION Pictures or
2 Joseph Medowar or Dimitri Logothetis (including accrued interest).

3 (bb) Note or notes receivable from Cinegrand LLC.
4 (This shall include any note or notes receivable now characterized as obligations
5 of Cinegrand LLC that may previously have been characterized as, described as
6 or actually the obligations of Showmax or ION Pictures.)

7 (cc) All interest in the Cameo Homes Profit Sharing
8 Plan.

9 (dd) All interest in the Cameo Homes Money Purchase
10 Pension Plan.

11 (ee) All interest in the Cameo Homes Defined Benefit
12 Pension Plan.

13 (ff) Big Canyon Country Club membership standing
14 in his name (which membership may have from time-to-time been described as,
15 characterized as or reflected as an asset of Cameo Homes).

16 (gg) One thousand (1,000) shares of Chalone stock.

17 (hh) Any and all personal interest in Fountain Valley
18 Senior Housing, LLC, a California Limited Liability Company (also described
19 throughout this proceeding variously as Fountain Valley Seniors or Palm Island).

20 (ii) One-half of the balance presently existing less
21 obligations due at the time of the execution of the Marital Settlement Agreement
22 in the account or accounts generally referred to in this action by the parties as the
23 "Dissolution Account" created pursuant to the Stipulation and Order filed October
24 8, 1997.

25 (jj) One-half of the distribution due the parties from
26 East Coast Investments, a California General Partnership, due in April 2001, the
27 total amount of which distribution is approximately \$50,000.00.

28 (kk) All bank accounts, certificates of deposit, savings

1 accounts and other accounts of a community property nature with any bank,
2 savings and loan or financial institution standing in his name, individually or
3 jointly with any other person or under his control at the date of separation of the
4 parties.

5 (ll) All furniture, furnishings, objects of art and
6 household contents in his possession.

7 (mm) All wine in his possession.

8 (nn) All distributions received from any community
9 property entity, including the Dissolution Account or Accounts, since date of
10 separation.

11 (oo) Any interest in the venture generally referred to as
12 Postolene that may have previously been characterized as personal in nature.

13 c. The assets and interests, as well as the rents, issues and profits
14 thereof and accretions thereto, received by each party pursuant to paragraphs 5.a
15 and 5.b herein shall, from the effective date of this Judgment, become and remain
16 the recipient's sole and separate property. To the extent necessary to accomplish
17 this division, each party grants, conveys and assigns his or her right, title and
18 interest in and to all such property to the other party.

19 6. SOCIAL SECURITY

20 Each party recognizes that there is a scheme of social security
21 retirement which may have been contributed to by a party from the community
22 property earnings during marriage. Each party further acknowledges that a spouse
23 married for 10 or more years to a party who has contributed to social security has
24 independent social security rights under the Social Security Act ("derivative
25 benefits") but no community property rights under present California Law and the
26 other party's social security. Each party shall retain their respective social security
27 rights as their separate property. Neither party waives or relinquishes any potential
28 interest that he or she may have in derivative social security benefits resulting from

1 the fact of their marriage to the other party. Any derivative benefits provided by
2 applicable federal law to either party as a result of their marriage to the other shall
3 be that party's separate property.

4 7. REIMBURSEMENT WAIVER

5 As part of the division of the community property, except as may be
6 specifically provided to the contrary in this Judgment, each party waives all rights
7 to reimbursement for the following:

8 a. Epstein credits (In re Marriage of Epstein (1979) 24 Cal. 3d 76)
9 and all rights to reimbursement to which a party may be entitled as a result of the
10 payment of community obligations since the date of separation;

11 b. Watts credits (In re Marriage of Watts (1985) 171 Cal. App. 3d
12 366) and all rights to reimbursement to which a party or the community may be
13 entitled as a result of one party's use of community assets since separation;

14 c. All rights to reimbursement under Family Code, Section 2640,
15 or otherwise, for separate property contributed to the acquisition or maintenance of
16 community property; and

17 d. All rights to an accounting for and settlement or reimbursement
18 for the use of any community property assets, income or funds for periods prior to
19 or subsequent to the date of separation of the parties (December 22, 1996).

20 8. EXISTING COMMUNITY PROPERTY OBLIGATIONS

21 a. Petitioner and Respondent agree there are no existing
22 community obligations, except for those relating to property awarded or confirmed
23 in this Judgment. Except as provided to the contrary in this Judgment, the party
24 receiving an asset shall take that asset subject to any encumbrance or assessment
25 relating to it and shall indemnify and hold the other party harmless from any
26 liability thereon.

27 9. OTHER OBLIGATIONS

28 a. Any liability or obligation, including but not limited to tax

1 obligations, incurred at anytime by either party and not expressly identified in this
2 Judgment as payable in whole or in part by the other party, shall be paid solely by
3 the party incurring it.

4 b. Except as may be expressly provided to the contrary in this
5 Judgment, the party to whom an item of property is entirely awarded or confirmed
6 under this Judgment shall be solely responsible for all obligations, including but not
7 limited to tax obligations, incurred at any time relative to the asset.

8 c. The party responsible for payment of an obligation pursuant to
9 this section shall defend, indemnify and hold the other party harmless from all
10 liabilities, costs and expenses relative to that obligation including attorneys fees and
11 costs incurred by the other party in defending or responding to any collection
12 action.

13 d. The parties acknowledge that even though a debt or obligation
14 is assigned to one party hereby, if that party does not pay the debt or obligation, the
15 creditor may be able to collect the debt or obligation from the other party.

16 10. EQUALIZING PAYMENT

17 a. To equalize the division of community property, Respondent
18 shall pay to Petitioner the sum of \$5.0 million as follows:

19 (1) \$1,500,000 shall be paid to Petitioner forthwith from
20 funds presently held at the First American Title Company resulting from the sale
21 of real property owned by Center Parkway Apartments, California General
22 Partnership and Sierra Village, California General Partnership. Petitioner
23 acknowledges that she received \$800,000 of this \$1,500,000 on April 5, 2001 and
24 only \$700,000 of this portion remains payable, which sum shall be payable
25 forthwith upon execution of this Judgment. Respondent acknowledges that he shall
26 pay any and all capital gain and/or tax liability or obligation arising out of or related
27 to the above-referenced sale of assets of Center Parkway Apartments and Sierra
28 Village and shall indemnify, defend and hold Petitioner harmless from any liability

1 thereon.

2 (2) \$3,500,000 shall be paid to Petitioner within 120 days of
3 the date the Marital Settlement Agreement was fully executed. This portion of the
4 equalization payment shall not bear interest during said 120 day period but, if not
5 timely paid, it shall bear interest at 10% per annum until paid in full thereafter.

6 (3) If any of the "Bankruptcy Type Events" described in
7 paragraph 10.a(6) below occurs prior to the time all of the payments required of
8 Respondent under this Judgment have been fully paid, satisfied in full by payment
9 of "Prepayment Amounts" as provided in paragraph 10.b(4), satisfied in full by
10 execution or other collection actions by Petitioner or satisfied in full by any
11 combination of the foregoing, then such occurrence shall constitute a material
12 default on the part of Respondent under this Judgment and the grace periods set
13 forth herein during which Respondent is permitted to cure defaults shall have no
14 further applicability or effect.

15 (4) The occurrence of any of the following events shall
16 constitute a material default and breach of this Judgment by Respondent (such
17 events being referred to herein as the "Bankruptcy Type Events"):

18 (a) The making by Respondent of any general
19 assignment, or general arrangement for the benefit of creditors.

20 (b) The filing by or against Respondent of a petition to
21 have Respondent adjudicated a bankrupt or a petition for reorganization or
22 arrangement under any law relating to bankruptcy (unless, in the case of a petition
23 filed against Respondent, the same is dismissed within sixty (60) days.

24 (c) The appointment of a trustee or receiver to take
25 possession of a substantial portion of Respondent's assets, where possession is not
26 restored to Respondent within sixty (60) days, or

27 (d) The attachment, execution or judicial seizure of a
28 substantial portion of Respondent's assets, where such seizure is not discharged

1 within sixty (60) days.

2 b. To further equalize the division of community property,
3 Respondent shall pay to Petitioner the additional sum of \$7,050,000 as more
4 particularly set forth in this paragraph.

5 (1) Respondent shall pay to Petitioner the sum of Seven
6 Million Fifty Thousand Dollars (\$7,050,000), or such lesser sum as may be
7 outstanding from time to time under the terms of paragraph 10.b, without interest
8 on the unpaid balance thereof (it being understood and agreed that no interest shall
9 accrue or be payable on this sum), except during the continuance of a default as
10 herein provided, on the schedule set forth below with the full outstanding balance
11 hereof due and payable on the date which is five (5) years after the effective date
12 of the Marital Settlement Agreement as set forth in the introductory paragraphs on
13 page 1 ("Maturity Date") of said Agreement, if not sooner paid by Respondent or
14 forgiven upon prepayment in accordance with paragraph 10.b.(4) below.

15 (2) Quarterly Payments of Principal. - In addition to paying
16 the then outstanding balance on the Maturity Date (or such lesser amount as shall
17 satisfy the obligations of Respondent under the terms of paragraph 10.b. of this
18 Judgment as a result of prepayment in accordance with paragraph 10.b.(4) below,
19 Respondent shall make quarterly principal payments to Petitioner in the amount of
20 Fifty-Two Thousand Five Hundred Dollars (\$52,500) (each, a "Quarterly
21 Payment"), commencing July 10, 2001, and thereafter on or before the 10th day of
22 October, January, April and July of each year, until the earlier of the Maturity Date
23 or satisfaction of this obligation pursuant to paragraph 10.b.(4) below. Unless
24 otherwise herein expressly provided, all Quarterly Payments shall be applied to the
25 payment of principal, which shall reduce the outstanding principal balance by a like
26 amount, but shall not be applied in any event to reduce the discounted payment
27 amounts specified in paragraph 10.b.(4) below.

28 (3) Mandatory Prepayments. - In addition to making the

1 due Quarterly Payments, but including all prepayments, at any time after the date
2 upon which the Marital Settlement Agreement was executed but prior to expiration
3 of the periods described below (the "Discounted Prepayment Periods"), of the
4 following sums, together with the payment of unpaid interest, collection costs and
5 related expenses and fees, if any, which have heretofore accrued (and not been
6 paid) pursuant to the express provisions of this Judgment ("Prepayment Amounts"):

- | | | |
|--------|-----------------------------|-------------|
| 7 (a) | On or before April 30, 2002 | \$4,800,000 |
| 8 (b) | On or before April 30, 2003 | \$5,100,000 |
| 9 (c) | On or before April 30, 2004 | \$5,400,000 |
| 10 (d) | On or before April 30, 2005 | \$5,700,000 |

11 By way of example, if at any time during the second year of the
12 Judgment, Respondent desires to prepay the obligation set forth in paragraph 10.b
13 of this Judgment and satisfy Respondent' obligations under paragraph 10.b of this
14 Judgment, Respondent may do so by paying to Petitioner a sum which when added
15 to all Optional Prepayments and Mandatory Prepayments, if any, but exclusive of
16 any Quarterly Prepayments paid prior to the date thereof, equals \$5,100,000, (plus
17 unpaid interest, costs of collection and related expenses and fees, if any, which have
18 theretofore accrued (and not been paid) pursuant to the express provisions of this
19 Judgment, in which event the full outstanding balance of the obligation due under
20 paragraph 10.b. of this Judgment shall be deemed automatically satisfied.
21 Petitioner acknowledges and agrees that the discounted principal amounts set forth
22 above constitute bargained-for consideration to Petitioner and that prepayment of
23 this obligation during the time frames indicated provides a valuable benefit to
24 Petitioner, providing adequate consideration for the discount agreed to above.
25 Notwithstanding anything to the contrary in this Judgment following prepayment
26 in the aggregate of such Prepayment Amount during the stated Discounted
27 Prepayment Periods, together with unpaid interest, costs of collection and related
28 expenses and fees, if any, which have heretofore accrued (and not been paid)

1 pursuant to the express provisions of this Judgment, the full outstanding balance of
2 the obligation due under paragraph 10.b of this Judgment shall be deemed satisfied
3 in full.

4 (5) Default - Subject to the limitations set forth herein, if
5 Respondent shall fail to make any payment due prior to the Maturity Date within
6 ten (10) days after the due date and if such failure by Respondent continues for a
7 period of sixty (60) days after notice thereof has been given to Respondent by
8 Petitioner, then in any such event, at the option of Petitioner, the entire principal
9 balance shall become due and payable on the date which is five (5) days after
10 Notice of Acceleration by Petitioner to Respondent; provided that notwithstanding
11 the foregoing, except to the extent otherwise provided in paragraph 10.b.(6) below,
12 in the event of any such failure or breach by Respondent, Petitioner shall not
13 commence foreclosure proceedings or otherwise commence to enforce her remedies
14 against any of the assets of Respondent unless Respondent fails to cure any such
15 failure or breach within sixty (60) days after Petitioner has given Respondent notice
16 of such failure or breach; provided further that the immediately preceding proviso
17 shall not be in any way applicable nor effective from or after the Maturity Date. In
18 addition, if Respondent shall fail to make any payment due prior to the Maturity
19 Date within ten (10) days after its due date, then during the period commencing
20 with the 10th day after such failure, all outstanding amounts then due under this
21 Judgment (including any accelerated amounts), shall bear interest at the rate of six
22 and one-half percent (6.50%) per annum. If Respondent shall fail to pay the entire
23 balance owing hereunder on the Maturity Date, then the full balance from time to
24 time outstanding shall thereafter bear interest at the rate of ten percent (10%) per
25 annum from the Maturity Date until paid in full, satisfied in full by payment of
26 "Prepayment Amounts" as provided in paragraph 10.b.(4), satisfied in full by
27 execution or other collection actions by Petitioner or satisfied in full by any
28 combination of the foregoing. No delay or omission on the part of Petitioner in

1 exercising any right or remedy under this Judgment shall operate as a waiver of
2 such right and/or remedy.

3 In the event there is a dispute between Respondent and
4 Petitioner as to whether Respondent is, in fact, in default under the terms of
5 paragraph 10.b.(3) of this Judgment, then jurisdiction is reserved to the trial court
6 to determine whether Respondent is, in fact, in default. In the event the Court
7 determines that Respondent is, in fact, in default, Respondent shall have ten (10)
8 days from the date of announcement of the Court's determination to cure any
9 default determined to exist.

10 LIMITATIONS

11 Notwithstanding the right of Petitioner to accelerate the principal balance due
12 pursuant to paragraph 10.b.(1) created by this section of this Judgment, Petitioner's
13 right to collect amounts due by execution or other legal process shall be limited as
14 provided in this paragraph. In the event default by Respondent occurs on or before
15 the expiration of thirty (30) months from the effective date of this Judgment without
16 cure during the applicable cure period and Petitioner effects collection on or before
17 the expiration of thirty (30) months from the effective date of this Judgment,
18 Petitioner's right to collect the amounts due pursuant to paragraph 10.b.(1) shall be
19 limited to the sum of Six Million Five Hundred Thousand Dollars (\$6,500,000) less
20 the sum of all previously paid quarterly payments and all previously paid principal
21 payments. In the event default by Respondent occurs after the expiration of thirty
22 (30) months from the effective date of this Judgment without cure during the
23 applicable cure period and/or Petitioner effects collection after the expiration of
24 thirty (30) months from the effective date of this Judgment, Petitioner's right to
25 collect shall be limited to the sum of Seven Million Fifty Thousand Dollars
26 (\$7,050,000) less the sum of all previously paid quarterly payments and all
27 previously paid principal payments.

28 (6) In the event any of the "Bankruptcy Type Events"

1 described in paragraph 10.a.(6) above occurs prior to the time all of the payments
2 required of Respondent under this Judgment have been fully paid, satisfied in full
3 by payment of "Prepayment Amounts" as provided in paragraph 10.b.(4), satisfied
4 in full by execution or other collection actions by Petitioner or satisfied in full by
5 any combination of the foregoing, then such occurrence shall constitute a material
6 default on the part of Respondent under this Judgment, and the grace periods
7 provided for herein during which Respondent is permitted to cure defaults shall
8 have no further applicability or effect.

9 c. It is the express intention of the parties to this Judgment that the
10 payments by Respondent to Petitioner pursuant to this paragraph shall not be
11 deductible to Respondent nor includable in any tax filing by Petitioner. Such
12 payments in the total sum of \$12,050,000 or such lesser sum as may be permitted
13 under the terms of this Judgment, are made to equalize the property division
14 between Respondent and Petitioner in connection with their dissolution of marriage
15 proceeding and shall have no tax effect under the provisions of IRS Section 1041.

16 d. Notwithstanding anything to the contrary in this Judgment, it is
17 agreed as follows:

18 (1) When interest has accrued and/or costs of collection
19 and/or related expenses and fees have become payable by Respondent pursuant to
20 the express provisions of this Judgment and have not been paid, all payments made
21 pursuant to the provisions of this Judgment shall be applied first to any costs of
22 collection and related expenses and fees due hereunder, next to any unpaid interest
23 due hereunder, and last to any unpaid principal due or outstanding; and

24 (2) Except as provided in this Judgment, all payments
25 provided for under this Judgment shall be: (a) payable without offset or deduction
26 of any kind or nature; and (b) fully assignable by Petitioner and by her heirs,
27 personal representatives, successors and assigns.

28 /////

1 11. REPORTING REQUIREMENT

2 Until the obligation specified in paragraph 10.b. has been paid in full
3 or otherwise satisfied, Respondent shall render to Petitioner a quarterly report
4 identifying the sale of any asset awarded to him in this Judgment, which sale results
5 in a prepayment required under the terms of paragraph 10.b.(3) of this Judgment
6 that has occurred in the quarter preceding the report.

7 So long as obligations remain due under the provisions of
8 paragraph 10.b. above, Respondent shall, in addition to the quarterly reporting
9 requirement set forth herein, provide to Petitioner a copy of IRS Form 4797
10 Schedules D and E to his Individual Federal Income Tax Return each year and a
11 copy of Schedules K-1 received from entities awarded to him personally in this
12 Judgment. If a sale occurs and there is a dispute over Respondent's contention as
13 to the net after-tax proceeds as provided in paragraph 10.b.(3), Respondent shall,
14 upon request, make available the first two pages of IRS Form 1040 for the
15 applicable years.

16 12. 2001 MERCEDES BENZ S55 AUTOMOBILE

17 Respondent shall forthwith lease for a period of four (4) years for
18 Petitioner a 2001 Mercedes Benz S55 automobile or automobile of equivalent cost.
19 Respondent shall pay each monthly payment due on the lease of said automobile.
20 Petitioner shall be responsible for and liable for all other obligations under the
21 lease. At the termination of the lease Petitioner shall be obligated to surrender the
22 vehicle in accordance with the terms of the lease unless she elects to pay any
23 residual or other payment due at the end of the lease pursuant to which she is
24 allowed to purchase the vehicle. In the event Petitioner does not elect to purchase
25 the vehicle but surrenders the vehicle at the end of the lease, Petitioner shall be
26 solely responsible for any payments due under the terms of the lease to the lessor,
27 except monthly payments due by Respondent, upon surrender of the vehicle
28 (including, but not limited to, payments associated with the condition of the

1 vehicle, aggregate mileage of the vehicle or other factors). Respondent' sole
2 obligation in connection with this paragraph shall be to make the monthly payments
3 due on said lease. Respondent specifically shall not be obligated to pay any
4 residual payment needed to enable Petitioner to purchase the vehicle at the end of
5 the lease should she choose to do so nor any other payments, costs or expenses
6 incurred at the termination of the lease and surrender of the vehicle. Petitioner shall
7 obtain all insurance required under the terms of the lease and shall name
8 Respondent as an additional insured.

9 13. DISSOLUTION ACCOUNT

10 Pursuant to prior order in this case, the parties created an account or
11 accounts referred to generally as the "Dissolution Account". Distributions due the
12 parties from various partnership interests and ventures have been deposited into this
13 account during the period of separation and either distributed to the parties or
14 expended for various other matters, which have been fully accounted for in this
15 settlement.

16 As of the date of execution of this Judgment the dissolution account
17 contains approximately \$20,552 including interest accrued through March 31, 2001.
18 The checking account contains \$18,941 and the investment account contains
19 \$1,611.

20 Each party is awarded one-half of the balance in the dissolution
21 accounts.

22 14. EAST COAST PROPERTY PARTNERSHIP DISTRIBUTIONS

23 Respondent and Petitioner acknowledge that a distribution is due the
24 partners in East Coast Investments, California General Partnership in the
25 approximate sum of \$200,000 during the month of April 2001. This sum represents
26 income from calendar year 2000. Respondent and Petitioner anticipate their share
27 of the distribution will be approximately \$50,000. This distribution shall be
28 divided equally between the parties. Petitioner received \$7,500 on or about April 1,

1 2001 on account of the normal April 2001 distribution which is awarded to
2 Respondent. Upon execution of this Judgment, Petitioner shall pay Respondent
3 \$7,500.

4 15. TAX BASIS

5 By this Judgment, Respondent and Petitioner intend to effect an equal
6 partition and division of their community and co-owned property. The tax basis of
7 each asset divided by this Judgment has not changed and will not change by reason
8 of this division and neither party shall seek a new tax basis for any asset. If either
9 party seeks a new basis for any asset and there is asserted against the other party
10 additional federal or state taxes on the ground that any disposition of assets under
11 this Judgment was a taxable event, the party seeking the new basis shall indemnify
12 the other party and hold the other party harmless from all costs, expenses and
13 liabilities, including but not limited to taxes, attorneys and accountants fees.

14 16. DISCLAIMER OF REPRESENTATION RE VALUE

15 The parties have acquired various personal and real properties of
16 speculative value. It is understood by the parties that neither party makes any
17 representations to the other as to the value of any property, community or separate,
18 and each party relies upon his or her own investigation and judgment with respect
19 to the value of all property.

20 17. LIABILITY ON PRIOR TAX RETURNS

21 a. Each party shall pay fifty percent (50%) of all tax liabilities,
22 penalties, interest, and expenses (including accounting and legal fees) relating to
23 any tax liabilities asserted by federal, state or local taxing authorities arising out of
24 any review of the parties personal income tax returns for any period when they filed
25 joint returns. Each party shall, however, be solely responsible for any tax liability
26 or expenses resulting from unreported income known only to and solely benefitting
27 that party, and said benefitted party shall indemnify and defend the other party and
28 hold that party harmless in connection with such tax liability.

1 b. A party shall reimburse the other party for all damages and costs
2 incurred as a result of a party's failure to abide by the terms of this paragraph,
3 including reasonable attorneys' fees, costs, and accountant's fees, whether incurred
4 in defending an action by the taxing authorities or in enforcing the provisions of
5 this paragraph.

6 18. TAX DOCUMENTATION

7 a. Each party shall forward to the other a copy of any tax
8 deficiency notice or other correspondence or documentation received from any
9 federal, state or local taxing authority relating to any joint returns. Each party
10 agrees to cooperate fully with the other and to execute any document reasonably
11 requested by the other, and to furnish information and testimony with respect to any
12 tax liability asserted by taxing authorities on any joint return.

13 b. A party shall reimburse the other party for all damages and costs
14 incurred as a result of a party's failure to abide by the terms of this Section,
15 including reasonable attorneys' fees, costs, and accountants' fees, whether incurred
16 in defending an action by the taxing authorities or in enforcing the provisions of
17 this Section.

18 19. LIABILITY ON INDIVIDUAL TAX RETURNS

19 Except as otherwise provided in this Judgment, for any tax year in
20 which the parties do not file joint tax returns, each party shall be responsible for and
21 shall indemnify and hold the other party harmless from any taxes, penalties or
22 interest due in connection with their respective individual returns.

23 20. TAX LIABILITIES ON COMMUNITY PROPERTY ASSETS
24 DURING YEARS IN WHICH INDIVIDUAL RETURNS WERE FILED OR
25 YEARS IN WHICH INDIVIDUAL RETURNS WILL BE FILED

26 a. Each party shall report on their respective individual state and
27 federal income tax return one-half (1/2) of all taxable income, distributions or other
28 consequences of any type whatsoever associated with any community property asset

1 for all tax years up to and including the tax year ending December 31, 2000. Each
2 party shall pay all of the taxes, penalties or interest associated with any community
3 property asset and the reporting required by this paragraph on their individual
4 return for the years specified. Each party shall indemnify the other and hold the
5 other free and harmless from their respective share of the liability for taxes,
6 penalties or interest provided for herein.

7 b. Each party shall pay fifty percent (50%) of all tax liabilities,
8 penalties, interest and expenses (including accounting and legal fees) relating to any
9 tax liabilities associated with any community property asset asserted by federal,
10 state or local taxing authorities arising out of any review of the parties' respective
11 individual income tax returns for tax years to and including the year ending
12 December 31, 2000. For the period January 1, 2001 and forward, the party to
13 whom any asset has been awarded shall be solely responsible for the taxes on such
14 asset.

15 c. A party shall reimburse the other party for all damages and costs
16 incurred as a result of a party's failure to abide by the terms of this section,
17 including reasonable attorneys' fees, costs and accountants' fees whether incurred
18 in defending an action by the taxing authorities or in enforcing the provisions of
19 this section. If a dispute arises, the Superior Court reserves jurisdiction to resolve
20 any such dispute.

21 21. REPORTING OF INCOME AND INDEMNITY

22 It shall be each party's responsibility to report all income (or other
23 taxable consequence) to the taxing authorities in a manner consistent with the terms
24 of this Judgment. In the event that either party reports income or deductions or
25 treats the division of property in a manner inconsistent with the terms of the
26 Judgment, that party shall indemnify the other party for attorneys fees, accountants
27 fees and costs of litigation in defending the reporting required by this Judgment
28 against the other party or taxing authorities. In addition, each party shall indemnify

1 the other for taxes, interest, penalties and other assessments arising as a result of the
2 reporting of income (or the treating of the division of property) in a manner
3 inconsistent with the terms of this Judgment. This paragraph shall apply to all
4 forms of tax returns required by any governmental agency.

5 22. LOSSES

6 Each party shall be awarded one-half of any personal net operating loss
7 carry forward as reported on the last joint state and federal income tax returns filed
8 by the parties. Each party shall, upon reasonable request, provide to the other party
9 or their certified public accountant information needed to facilitate the division of
10 personal net operating loss carry forward called for by this paragraph.

11 Any accumulated passive activity losses shall be awarded to the party
12 receiving the property or entity to which such accumulated passive activity losses
13 relate.

14 23. HOLD HARMLESS PROVISION

15 In the event that a party to this Judgment is required to pay and hold
16 the other party harmless from some debt, and the party fails to hold the other party
17 harmless from the debt, then the other party may pay some or all of the debt and the
18 sum paid by such other party shall be deemed thereupon immediately due and
19 payable by the failing party to such other party, and the balance of such sum from
20 time to time outstanding shall bear interest at the rate of ten percent (10%) per
21 annum from the date paid by such other party until the other party is fully
22 reimbursed by the failing party. A party shall not, however, pay such a debt without
23 first advising the other in writing of their intention to do so and waiting seven (7)
24 days from the date the notice is given. Furthermore, the rights provided for in this
25 paragraph shall not be allowed with regard to any claim or demand as to which
26 within the seven (7) day period a party represents in a writing delivered to the other
27 party that a legal defense exists, unless and until the asserted legal defense is
28 decided or settled adversely to that party. This remedy is declared to be cumulative

1 of the rights at law of the other party, and not exclusive.

2 24. PENDENTE LITE ORDERS

3 All pendente lite orders issued by the Superior Court of the State of
4 California in and for the County of Orange, Case Number 95D003724, have been
5 satisfied and are superseded by this Judgment.

6 25. PAYMENT OF ATTORNEYS FEES AND COSTS

7 Respondent and Petitioner shall each pay their own attorneys' fees,
8 accounting fees, expert witness fees and other costs incurred thus far in this
9 dissolution of marriage proceeding.

10 26. WARRANTY RE FULL DISCLOSURE OF COMMUNITY ASSETS

11 Respondent and Petitioner warranty to one another and represent that
12 they have fully disclosed and identified in this Judgment all community property
13 assets presently in existence and known to them.

14 27. RESERVATION OF JURISDICTION

15 In this Judgment, there is reserved to the Orange County Superior
16 Court, in addition to the jurisdiction specifically mentioned elsewhere in this
17 Judgment, the jurisdiction to:

18 (a) Enforce the payment of any obligation ordered paid or allocated
19 in this Judgment.

20 (b) Enforce the division of assets as agreed in this Judgment.

21 (c) Enforce the execution of any documents required or reasonably
22 necessary to carry out the terms of this Judgment.

23 (d) Enforce the overall enforcement of this Judgment.

24 (e) Resolve any disputes between the parties with respect to claimed
25 defaults by Respondent in payment of obligations pursuant to paragraph 10.b. of
26 this Judgment.

27 28. WAIVERS

28 The parties waive a statement of decision, the right to a new trial, the

1 right to petition for a rehearing, the right to appeal and any rights under the
2 Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

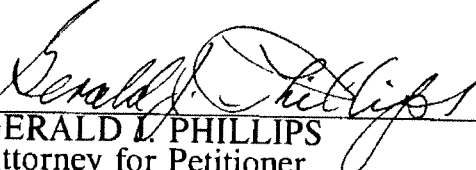
3 29. COBRA COVERAGE

4 Respondent shall not interfere with Petitioner's efforts to claim
5 COBRA insurance benefits and/or conversion coverage from Mesa Management.
6 Respondent does not represent or warrant Petitioner is entitled to any such benefits.
7 Respondent will cooperate as may be appropriate but shall have no financial
8 responsibility with respect to such insurance.

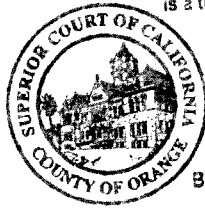
9 DATED: DEC 03 2001

10 
11 JUDGE/COMMISSIONER OF THE
12 SUPERIOR COURT
13 COMMISSIONER DAVID S. WEINBERG

14 APPROVED AS TO FORM AND CONTENT:

15 
16 GERALD L. PHILLIPS
17 Attorney for Petitioner

I hereby certify the foregoing document consisting of _____ page(s),
is a true and correct copy of the original on file in this court.



DEC 21 2007

ATTEST: (DATE) _____

ALAN SLATER, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY _____, DEPUTY

HEDIEH SABET

EXHIBIT 2

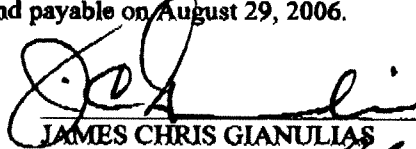
AMENDMENT
TO
MARITAL SETTLEMENT AGREEMENT #1

The parties hereto enter into this Amendment and Accommodation and make it effective as of April 30, 2006 (the Maturity Date of the Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the MARITAL SETTLEMENT AGREEMENT entered into April 30, 2001 as follows:

1. Paragraph 13(B)(1) is amended to extend the Maturity Date from April 30, 2006 to August 29, 2006.
2. All other provisions of the original Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, payable on the 1st of each month, beginning on June 1, 2006, with the final interest payment due on August 29, 2006. Please refer to attached Exhibit A.
4. Entire principal balance of \$6,000,000, along with current interest due as referenced in Item 2 is due and payable on August 29, 2006.

DATED: 4.17.06


JAMES CHRIS GIANULIAS

DATED: April 14, 2006

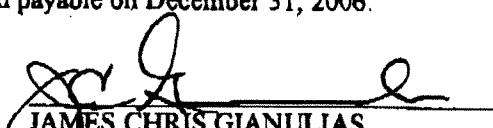
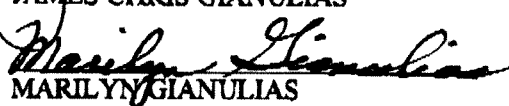

MARILYN GIANULIAS

AMENDMENT NUMBER 2
TO
MARITAL SETTLEMENT AGREEMENT

The parties hereto enter into this Amendment and Accommodation and make it effective as of August 29, 2006 (the Maturity Date of the Amendment to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT TO MARITAL SETTLEMENT AGREEMENT entered into during April 2006 as follows:

1. Paragraph 1 is amended to extend the Maturity Date from August 29, 2006 to December 31, 2006.
2. All other provisions of the original Marital Settlement Agreement and Amendment to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, payable on the 1st of each month, beginning on October 1, 2006, with the final interest payment due on December 31, 2006. Please refer to attached Exhibit A.
4. Entire principal balance of \$6,000,000, along with current interest due as referenced in Item 2 is due and payable on December 31, 2006.

DATED: 8/31/06DATED: Aug 16, 2006
JAMES CHRIS GIANULIAS
MARILYN GIANULIAS

AMENDMENT NUMBER 3
TO
MARITAL SETTLEMENT AGREEMENT

The parties hereto enter into this Amendment and Accommodation and make it effective as of December 31, 2006 (the Maturity Date of Amendment Number 2 to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT NUMBER 2 TO MARITAL SETTLEMENT AGREEMENT entered into during April 2006 as follows:

1. Paragraph 1 is amended to extend the Maturity Date from December 31, 2006 to March 31, 2007. Parties agree that on March 31, 2007, JAMES guarantees full and final payment of all interest and principal to MARILYN. It is also understood and agreed that JAMES has the option of making up to three (3) payments towards outstanding balance prior to this time. The source of payment from JAMES to MARILYN will be from available cash flow.
2. All other provisions of the original Marital Settlement Agreement, Amendment to Marital Settlement Agreement, and Amendment Number 2 to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, payable on the 1st of each month, beginning on February 1, 2007, with the final interest payment due on March 31, 2006. Please refer to attached Exhibit A.
4. Entire principal balance of \$6,000,000, along with current interest due as referenced in Item 2 is due and payable on March 31, 2007.

DATED: 12/26/06

DATED: 12/26/06


JAMES CHRIS GIANULIAS


MARILYN GIANULIAS

EXHIBIT 2, PAGE 36

EXHIBIT A

N/P JCG - TO MARILYN

C:\Documents and Settings\Christine\Local Settings\Temporary Internet Files\Content.IE5\9YH0VA9\NOTE RECEIVABLE MARILYN.xls]

12/27/06 9:40 AM

INTEREST RATE

Interest calculated on payoff amount

TRANSACTION		TYPE	AMOUNT OF	APPLIED	APPLIED TO	PRINCIPAL	INTEREST	PAYOFF
DATE	DESCRIPTION (CK NBR, Etc)	"ADV" "PAY" "INT"	ADVANCE OR (PAYDOWN)	TO INTEREST	PRINCIPAL	BALANCE	BALANCE	AMOUNT
30-Apr-06	Beginning Bal	ADV	6,000,000.00			6,000,000.00	-	6,000,000.00
1-Jun-06		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33
1-Jun-06		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00
1-Jul-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00
1-Jul-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	0.00	6,000,000.00
1-Aug-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67
1-Aug-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	0.00	6,000,000.00
29-Aug-06		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67
29-Aug-06		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	-	6,000,000.00
1-Oct-06		INT		55,000.00	-	6,000,000.00	55,000.00	6,055,000.00
1-Oct-06		PAY	(55,000.00)	(55,000.00)	-	6,000,000.00	(0.00)	6,000,000.00
1-Nov-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67
1-Nov-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	-	6,000,000.00
1-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00
1-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00
31-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00
31-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00
1-Feb-07		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33
1-Feb-07		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00
1-Mar-07		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67
1-Mar-07		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	0.00	6,000,000.00
31-Mar-07		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00
31-Mar-07		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	0.00	6,000,000.00

AMENDMENT NUMBER 3 4 CPs gt
TO
MARITAL SETTLEMENT AGREEMENT

The parties hereto enter into this Amendment and Accommodation and make it effective as of March 31, 2007 (the Maturity Date of Amendment Number 3 to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT NUMBER 3 TO MARITAL SETTLEMENT AGREEMENT entered into during December 2006 as follows:

1. Paragraph 1 is amended to extend the Maturity Date from March 31, 2007 to August 1, 2007. Parties agree that as of the date of this Agreement, the outstanding principal balance is \$6 million. Parties agree that on August 1, 2007, JAMES guarantees full and final payment of all interest and principal to MARILYN.
 - It is also understood and agreed that JAMES will make a \$1 million payment towards the principal balance by April 2, 2007. Another \$1 million payment will be made by JAMES upon the successful close of the Murrieta 180 escrow.
2. All other provisions of the original Marital Settlement Agreement, Amendment to Marital Settlement Agreement, Amendment Number 2, and Amendment Number 3 to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, or remaining principal balance, payable on the 1st of each month, beginning on April 2, 2007, with the final interest payment due on August 1, 2007. Please refer to attached Exhibit A.
4. Entire remaining principal balance, along with current interest due as referenced in Item 2 is due and payable on August 1, 2007.

DATED: 3/20/07


JAMES CHRIS GIANULIAS

DATED: 3/20/07


MARILYN GIANULIAS

EXHIBIT 2, PAGE 38

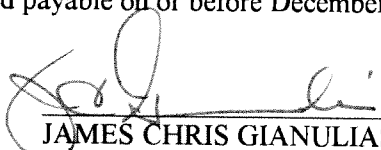
AMENDMENT NUMBER 5
TO
MARITAL SETTLEMENT AGREEMENT

The parties hereto enter into this Amendment and Accommodation and make it effective as of August 1, 2007 (the Maturity Date of Amendment Number 4 to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT NUMBER 4 TO MARITAL SETTLEMENT AGREEMENT entered into during March 2007 follows:

1. Paragraph 1 is amended to extend the Maturity Date from August 1, 2007 to December 31, 2007. Parties agree that on or before December 31, 2007, JAMES guarantees full and final payment of all interest and principal to MARILYN. It is also understood and agreed that JAMES will make a \$1 million payment towards the principal balance by August 15, 2007.
2. All other provisions of the original Marital Settlement Agreement, Amendment to Marital Settlement Agreement, Amendment Number 2, Amendment Number 3, and Amendment Number 4 to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$5,000,000, payable on the 1st of each month, beginning on August 1, 2007, with the final interest payment due on December 31, 2007. Please refer to attached Exhibit A.
4. Entire principal balance of \$5,000,000, along with current interest due as referenced in Item 2 is due and payable on or before December 31, 2007.

DATED: 7/31/07


JAMES CHRIS GIANULIAS

DATED: 8/1/07


MARILYN GIANULIAS

EXHIBIT A

N/P JCG - TO MARILYN

G:\CAMEO\CAMEO\Excel\NOTES RECEIVABLE\NOTE RECEIVABLE MARILYN.xls\Worksheet

7/31/07 3:18 PM

INTEREST RATE 10%
Interest calculated on payoff amount

TRANSACTION								
DATE	DESCRIPTION (CK NBR, Etc)	TYPE "ADV" "PAY" "INT"	AMOUNT OF ADVANCE OR (PAYDOWN)	APPLIED TO INTEREST	APPLIED TO PRINCIPAL	PRINCIPAL BALANCE	INTEREST BALANCE	PAYOFF AMOUNT
30-Apr-06	Beginning Bal	ADV	6,000,000.00			6,000,000.00	-	6,000,000.00
1-Jun-06		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33
1-Jun-06		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00
1-Jul-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00
1-Jul-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	0.00	6,000,000.00
1-Aug-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67
1-Aug-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	0.00	6,000,000.00
29-Aug-06		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67
29-Aug-06		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	-	6,000,000.00
1-Oct-06		INT		55,000.00	-	6,000,000.00	55,000.00	6,055,000.00
1-Oct-06		PAY	(55,000.00)	(55,000.00)	-	6,000,000.00	(0.00)	6,000,000.00
1-Nov-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67
1-Nov-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	-	6,000,000.00
1-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00
1-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00
31-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00
31-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00
1-Feb-07		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33
1-Feb-07		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00
1-Mar-07		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67
1-Mar-07		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	0.00	6,000,000.00
2-Apr-07		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33
2-Apr-07		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00
2-Apr-07		PAY	(1,000,000.00)	(0.00)	(1,000,000.00)	5,000,000.00	-	5,000,000.00
1-May-07		INT		40,277.78	-	5,000,000.00	40,277.78	5,040,277.78
1-May-07		PAY	(40,277.78)	(40,277.78)	(0.00)	5,000,000.00	-	5,000,000.00
4-Jun-07		INT		47,222.22	-	5,000,000.00	47,222.22	5,047,222.22
4-Jun-07		PAY	(47,222.22)	(47,222.22)	-	5,000,000.00	0.00	5,000,000.00
1-Jul-07		INT		37,500.00	-	5,000,000.00	37,500.00	5,037,500.00
1-Jul-07		PAY	(37,500.00)	(37,500.00)	-	5,000,000.00	0.00	5,000,000.00
1-Aug-07		INT		43,055.56	-	5,000,000.00	43,055.56	5,043,055.56
1-Aug-07		PAY	(43,055.56)	(43,055.56)	(0.00)	5,000,000.00	-	5,000,000.00
15-Aug-07		PAY	(1,000,000.00)	-	(1,000,000.00)	4,000,000.00	-	4,000,000.00
1-Sep-07		INT		18,888.89	-	4,000,000.00	18,888.89	4,018,888.89
1-Sep-07		PAY	(18,888.89)	(18,888.89)	(0.00)	4,000,000.00	-	4,000,000.00
1-Oct-07		INT		33,333.33	-	4,000,000.00	33,333.33	4,033,333.33
1-Oct-07		PAY	(33,333.33)	(33,333.33)	-	4,000,000.00	0.00	4,000,000.00
1-Nov-07		INT		34,444.44	-	4,000,000.00	34,444.45	4,034,444.45
1-Nov-07		PAY	(34,444.45)	(34,444.45)	(0.00)	4,000,000.00	-	4,000,000.00
1-Dec-07		INT		33,333.33	-	4,000,000.00	33,333.33	4,033,333.33
1-Dec-07		PAY	(33,333.33)	(33,333.33)	-	4,000,000.00	0.00	4,000,000.00
31-Dec-07		PAY	(4,000,000.00)	(0.00)	(4,000,000.00)	(0.00)	-	(0.00)



October 17, 2007

Marilyn Gianulias-Robbins
4515 Brighton Road
Corona del Mar, CA 92625

Re: Marital Settlement Agreement

Dear Marilyn:

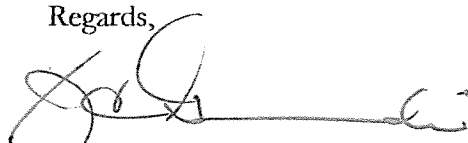
In regards to our Marital Settlement Agreement that was executed on April 20, 2001, the purpose of this letter is to confirm the currently outstanding principal balance for the equalizing payment pursuant to Section 13(B)(1).

Of the original equalizing payment due to you, a balance of \$4,200,000 remains. This amount is calculated as follows:

Balance remaining on equalizing payment at expiration of Marital Settlement Agreement (4/30/06)	\$6,000,000
April 2, 2007 payment	(\$1,000,000)
October 15, 2007 payment	<u>(\$ 800,000)</u>
Balance Due	\$4,200,000

Please let me know if you should have any questions. I appreciate your consideration in the repayment of this debt to you.

Regards,



James C. Gianulias

EXHIBIT 2, PAGE 41


C O M P A N I E S

CAMEO HOMES | MESA MANAGEMENT | SILVER OAKS COMMUNITIES | LEVENDI ESTATES WINERY | G COMPANIES CONSTRUCTION

1105 QUAIL STREET | NEWPORT BEACH | CALIFORNIA 92660 | PHONE: 949.955.3832 | FAX: 949.250.8574

EXHIBIT 3

ATTORNEY OR PARTY WITH ATTORNEY (Name, state bar number, and address):

Penelope Parmes (State Bar No. 104774)
 RUTAN & TUCKER, LLP
 611 Anton Blvd., 14th Floor
 Costa Mesa, California 92626

TELEPHONE NO.: (714) 641-5100

FAX NO.: (714) 546-9035

ATTORNEY FOR (Name): Marilyn Hester Gianulias

FOR COURT USE ONLY

FILED

SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 LAMOREAUX JUSTICE CENTER

DEC 20 2007

ALAN SLATER, Clerk of the Court

BY: R. GONZALEZ, DEPUTY

NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 341 The City Drive

MAILING ADDRESS: Post Office Box 14170

CITY AND ZIP CODE: Orange, California 92613

BRANCH NAME: Family Law Division

PLAINTIFF: MARILYN HESTER GIANULIAS

DEFENDANT: JAMES CHRIS GIANULIAS

THIS CASE IS ASSIGNED FOR ALL PURPOSES TO

APPLICATION AND ORDER FOR APPEARANCE AND EXAMINATION

- ☒ ENFORCEMENT OF JUDGMENT ☐ ATTACHMENT (Third Person)
☒ Judgment Debtor ☐ Third Person

CASE NUMBER

95D 003724

ORDER TO APPEAR FOR EXAMINATION

- TO (name): JAMES CHRIS GIANULIAS
- YOU ARE ORDERED TO APPEAR personally before this court, or before a referee appointed by the court, to
 - ☒ furnish information to aid in enforcement of a money judgment against you.
 - ☐ answer concerning property of the judgment debtor in your possession or control or concerning a debt you owe the judgment debtor.
 - ☐ answer concerning property of the defendant in your possession or control or concerning a debt you owe the defendant that is subject to attachment.

Date: February 5, 2008

Time: 8:30 a.m.

Dept. or Div.: L69

Rm.:

Address of court ☒ shown above ☐ is:

- This order may be served by a sheriff, marshal, registered process server, or the following specially appointed person (name):

Date: **DEC 20 2007****JUDGE FRANCISCO E. FIRMAT**

JUDGE OR REFEREE

This order must be served not less than 10 days before the date set for the examination.

IMPORTANT NOTICES ON REVERSE**APPLICATION FOR ORDER TO APPEAR FOR EXAMINATION**

- ☒ Judgment creditor ☐ Assignee of record ☐ Plaintiff who has a right to attach order
 applies for an order requiring (name): James Chris Gianulias to appear and furnish information to aid in enforcement of the money judgment or to answer concerning property or debt.
- The person to be examined is
 - ☒ the judgment debtor.
 - ☐ a third person (1) who has possession or control of property belonging to the judgment debtor or the defendant or (2) who owes the judgment debtor or the defendant more than \$250. An affidavit supporting this application under Code of Civil Procedure section 491.110 or 708.120 is attached.
- The person to be examined resides or has a place of business in this county or within 150 miles of the place of examination.
- ☐ This court is not the court in which the money judgment is entered or (attachment only) the court that issued the writ of attachment. An affidavit supporting an application under Code of Civil Procedure section 491.150 or 708.160 is attached.
- ☐ The judgment debtor has been examined within the past 120 days. An affidavit showing good cause for another examination is attached.

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

Date: December 20, 2007

Penelope Parmes

(TYPE OR PRINT NAME)

(Continued on reverse)

(SIGNATURE OF DECLARANT)

APPEARANCE OF JUDGMENT DEBTOR (ENFORCEMENT OF JUDGMENT)

NOTICE TO JUDGMENT DEBTOR If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

**APPEARANCE OF A THIRD PERSON
(ENFORCEMENT OF JUDGMENT)**

(1) NOTICE TO PERSON SERVED If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

(2) NOTICE TO JUDGMENT DEBTOR The person in whose favor the judgment was entered in this action claims that the person to be examined pursuant to this order has possession or control of property which is yours or owes you a debt. This property or debt is as follows *(Describe the property or debt using typewritten capital letters)*:

If you claim that all or any portion of this property or debt is exempt from enforcement of the money judgment, you must file your exemption claim in writing with the court and have a copy personally served on the judgment creditor not later than three days before the date set for the examination. You must appear at the time and place set for the examination to establish your claim of exemption or your exemption may be waived.

APPEARANCE OF A THIRD PERSON (ATTACHMENT)

NOTICE TO PERSON SERVED If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the plaintiff in this proceeding.

**APPEARANCE OF A CORPORATION, PARTNERSHIP,
ASSOCIATION, TRUST, OR OTHER ORGANIZATION**

It is your duty to designate one or more of the following to appear and be examined: officers, directors, managing agents, or other persons who are familiar with your property and debts.

EXHIBIT 4

RECORDING REQUESTED BY

PHILLIPS, WHISNANT, GAZIN &
GORCZYCA, LLP

WHEN RECORDED MAIL TO

NAME PHILLIPS, WHISNANT, GAZIN
& GORCZYCA, LLP

MAILING 230 Newport Center Dr
ADDRESS Third Floor

CITY, STATE Newport Beach, CA
ZIP CODE 92660

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

210.00

2007000744965 03:56pm 12/20/07

106 207 J02 69

0.00 0.00 0.00 0.00 204.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Certified copy of Judgment on Reserved Issues

DOC # 2007-0764642

12/26/2007 08:00A Fee:88.00

Page 1 of 28

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:

Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
/			28						1
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	043

Judgment

Title of Document

89
C
043

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

AND WHEN RECORDED MAIL TO:

Penelope Parmes, Esq.
611 Anton Blvd. 14th Floor
Costa Mesa
California 92626

Recorded in Official Records, County of San Bernardino

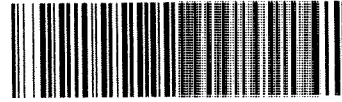


LARRY WALKER
Auditor/Controller - Recorder

12/28/2007
3:50 PM
EM

P Counter

Doc#: 2007-0718302



Titles: 1 Pages: 28

Fees	91.00
Taxes	0.00
Other	1.00
PAID	\$92.00

SPACE ABOVE FOR RECORDER'S USE ONLY

Judgment

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)



2008-0000706

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:

Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626

Recorded	REC FEE	88.00
Official Records		
County of	CC1 ONE CONFORME	1.00
Napa		
JOHN TUTEUR		
Assessor-Recorder-Cou		
	VB	
01:48PM 10-Jan-2008	Page 1 of 28	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Judgment

Title of Document

EXHIBIT 4, PAGE 47



2008-0000869

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:

Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626

Recorded	REC FEE	89.00
Official Records		
County of	CONFORMED COPY	0.00
Shasta		
Leslie Morgan		
Assessor-Recorder		

02:56PM 10-Jan-2008 | PM
Page 1 of 28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Judgment

Title of Document

EXHIBIT 4, PAGE 48

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:

Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20080111** PAGE **0748**

Check Number 8458
Friday, JAN 11, 2008 12:10:52 PM
Ttl Pd \$89.00 Nbr-0005222795

DHB/58/1-27

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Judgment

Title of Document

EXHIBIT 4, PAGE 49

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:

Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2008-0002905-00

Check Number 8738

Tuesday, JAN 22, 2008 12:55:12

Ttl Pd \$88.00

Nbr-0001056432

KMV/C1/1-28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Judgment

Title of Document

EXHIBIT 4, PAGE 50

28

RECORDING REQUESTED BY:
Penelope Parmes, Esq.
Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:
Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626



Nevada County Recorder
Gregory J. Diaz

DOC- 2008-0001744-00

Check Number 39255

Wednesday, JAN 23, 2008 15:18:38

REC \$32.00:CCF \$1.00:SBS \$27.00

MIC \$1.00:AUT \$28.00:

Ttl Pd \$89.00

Nbr-0000532469

KFP/KP/1-28

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Judgment

Title of Document

EXHIBIT 4, PAGE 51

Central District Of California Claims Register

8:08-bk-13151-RK Cameo Homes CASE CONVERTED on 07/02/2008

Judge: Robert N. Kwan

Chapter: 11

Office: Santa Ana

Last Date to file claims:

Trustee:

Last Date to file (Govt):

<i>Creditor:</i> (22537355) Marilyn Gianulias Robbins c/o Penelope Parmes, Esq. Rutan & Tucker LLP 611 Anton Blvd #1400 Costa Mesa, CA 92626	Claim No: 19 <i>Filed:</i> 11/07/2008 <i>Entered:</i> 11/07/2008	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Parmes, Penelope <i>Modified:</i>
Secured claimed: \$4200000.00 Total claimed: \$4200000.00		
<i>History:</i>  19-1 11/07/2008 Claim #19 filed by Marilyn Gianulias Robbins , total amount claimed: \$4200000 (Parmes, Penelope)		
<i>Description:</i>		
<i>Remarks:</i>		

Claims Register Summary