

UNITED STATES BANKRUPTCY COURT – CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor: <input checked="" type="checkbox"/> JAMES C. GIANULIAS <input checked="" type="checkbox"/> 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		<input type="checkbox"/> 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		
Name and address where payment should be sent (if different from above): Telephone No. _____		<input type="checkbox"/> 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. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>4.2 million</u> 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. <input checked="" type="checkbox"/> 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		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.
2. Basis for Claim: <u>Court order</u> (See instruction #2a on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
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.)		<input type="checkbox"/> 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).
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: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>All personal property</u> Value of Property: \$ <u>unknown</u> Annual Interest Rate: <u>10</u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>see attached</u> Basis for Perfection: <u>see attached</u> Amount of Secured Claim: \$ <u>see attached</u> Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
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:		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.
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:

<u>County</u>	<u>Date Recorded</u>
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.

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF ORANGE

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

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

PROOF OF CLAIM

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

COUNSEL FOR JAMES C. GIANULIAS:

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

COUNSEL FOR CAMEO HOMES:

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

COUNSEL FOR COMMITTEE:

Victor A. Sahn, Esq.
Elissa D. Miller, Esq.
Daniel A. Lev, Esq.
Alexandra Kazhokin, Esq.
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

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

Kim Sigismondo
(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.
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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**

California, **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

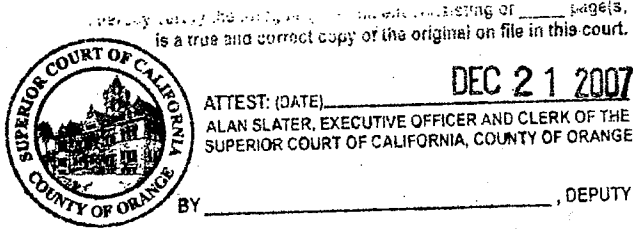


EXHIBIT 1, PAGE 6

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input checked="" type="checkbox"/> Judgment on reserved issues Date marital status ends: <u>n/a</u>		CASE NUMBER: 95D 003724

1. ☒ 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):
2. 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):
3. The court acquired jurisdiction of the respondent on (date): 5/8/97
☐ Respondent was served with process ☒ Respondent appeared
4. THE COURT ORDERS, GOOD CAUSE APPEARING:
a. ☐ 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.
b. ☐ Judgment of legal separation be entered.
c. ☐ Judgment of nullity be entered. The parties are declared to be unmarried persons on the ground of (specify):
d. ☐ This judgment shall be entered nunc pro tunc as of (date):
e. ☒ Judgment on reserved issues.
f. ☐ Wife's ☐ Husband's former name be restored (specify):
g. ☐ Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
h. ☐ 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
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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 JUDICIAL DOCUMENT on page 25
JUDGE OF THE SUPERIOR COURT

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

EXHIBIT 1, PAGE 9

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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.

JUDGMENT ON RESERVED ISSUES

SEBwls/gianulias/JudResIssues/101901

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

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

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

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

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

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

j. All shares of stock of 2TheMart.

k. All shares of stock of Cambridge Technology.

l. All shares of stock of America On Line.

m. All shares of stock of Pfizer.

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

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

5. DIVISION OF COMMUNITY AND CO-OWNED PROPERTY

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

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

(2) 1997 Jaguar automobile.

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

JUDGMENT ON RESERVED ISSUES

SEBwls/gianulias/JudResIssues/101901

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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.

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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.

JUDGMENT ON RESERVED ISSUES

SEBwls/gianulias/JudResIssues/101901

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EXHIBIT 1, PAGE 13

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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).

JUDGMENT ON RESERVED ISSUES

SEBwls/gianulias/JudResIssues/101901

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EXHIBIT 1, PAGE 14

Exhibit 1
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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

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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

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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

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

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

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

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

10. EQUALIZING PAYMENT

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

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

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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

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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

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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)

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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

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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"

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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.

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11. REPORTING REQUIREMENT

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

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

12. 2001 MERCEDES BENZ S55 AUTOMOBILE

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

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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,

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