

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 8/24/15

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

313A



**FROM:** Don Kent, Treasurer-Tax Collector

**SUBMITTAL DATE:**  
 AUG 24 2015

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 177. Last assessed to: Gilbert Finnell, Jr. and Tracey Finnell, husband and wife as joint tenants, as to a undivided 73% interest and AMG Development, Inc., a California Corporation, as to a undivided 27% interest, as tenants in common. District 4 [\$34,463] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from James A. Jackson, Esq. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 642031003-1;  
 (continued on page two)

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on October 30, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.  
 (continued on page two)

*Don Kent*  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 34,463	\$ 0	\$ 34,463	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Fund 65595 Excess Proceeds from Tax Sale  
**Budget Adjustment:** N/A  
**For Fiscal Year:** 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Samuel Wong 9/14/15*  
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: \_\_\_\_\_ District: 4 Agenda Number: \_\_\_\_\_

9-58

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 177. Last assessed to: Gilbert Finnell, Jr. and Tracey Finnell, husband and wife as joint tenants, as to a undivided 73% interest and AMG Development, Inc., a California Corporation, as to a undivided 27% interest, as tenants in common. District 4 [\$34,463] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** AUG 24 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Approve the claim from Global Discoveries, Ltd., assignee for Gilbert Finnell Jr., last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 642031003-1;
3. Approve the claim from AMG Development, Inc., last assessee, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 642031003-1;
4. Deny the claim from Found Extra Money, LLC, agent for Gilbert Finnell, III, Limited Power of Attorney for Gilbert Finnell, Jr., last assessee;
5. Authorize and direct the Auditor-Controller to issue warrants to James A. Jackson, Esq. in the amount of \$3,150.00, Global Discoveries, Ltd., assignee for Gilbert Finnell, Jr. in the amount of \$22,008.36 and AMG Development, Inc. in the amount of \$9,305.15, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

The Treasurer-Tax Collector has received four claims for excess proceeds:

1. Claim from James A. Jackson, Esq. based on an Abstract of Judgment recorded January 15, 2009 as Instrument No. 2009-0020754.
2. Claim from Global Discoveries, Ltd., assignee for Gilbert Finnell Jr., based on an Assignment of Right to Collect Excess Proceeds dated December 9, 2013, a Grant Deed recorded May 25, 2006 as Instrument No. 2006-0382181 and the death certificate of Tracy Jean Finnell.
3. Claim from AMG Development, Inc. based on a Grant Deed recorded May 25, 2006 as Instrument No. 2006-0382181.
4. Claim from Found Extra Money, LLC, agent for Gilbert Finnell, III, Limited Power of Attorney for Gilbert Finnell, Jr. based on an Authorization for Agent to Collect Excess Proceeds dated September 26, 2014, a Limited Power of Attorney for Gilbert Finnell, Jr., appointing Gilbert Finnell, III dated September 30, 2014, a Grant Deed recorded May 25, 2006 as Instrument No. 2006-0382181 and the death certificate of Tracy Jean Finnell.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that James A. Jackson, Esq. be awarded excess proceeds in the amount of \$3,150.00, Global Discoveries, Ltd., assignee for Gilbert Finnell Jr. be awarded excess proceeds in the amount of \$22,008.36 and AMG Development, Inc. be awarded excess proceeds in the amount of \$9,305.15. The claim from Found Extra Money, LLC, agent for Gilbert Finnell, III, Limited Power of Attorney for Gilbert Finnell, Jr. be denied since Gilbert Finnell, Jr. had already assigned his rights to collect excess proceeds to Global Discoveries, Ltd. on December 9, 2013. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motions. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the lien holder and last assesseees of the property.

**ATTACHMENTS (if needed, in this order):**

A copy of the Excess Proceeds Claim forms and supporting documentation are attached.

**CLAIM FOR EXCESS PROCEEDS**  
(Rev. & Tax. Code, §4675)  
(See Reverse for Further Instructions)

TO: County of Riverside County Treasurer-Tax Collector  
RE: Claim for Excess Proceeds

**RECEIVED**  
2013 DEC 23 PM 2:38  
RIVERSIDE COUNTY  
TREAS - TAX COLLECTOR

I hereby certify that I am a party of interest in the following parcel:

Parcel Number: 642031003-1

Assessee:

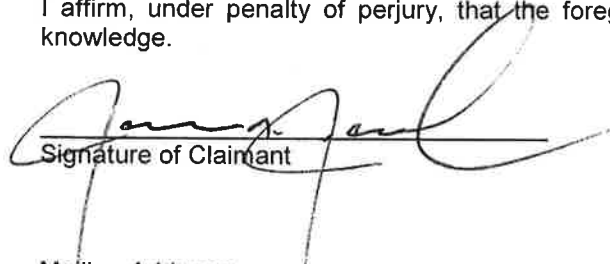
Situs:

Date Sold:

Date Deed to Purchaser Recorded:

I claim excess proceeds under *Revenue and Taxation Code* section 4675. Enclosed is documentation supporting my claim.

I affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

  
Signature of Claimant

James A. Jackson  
Name of Claimant (please print or type)

Mailing Address:  
James A. Jackson, Esq.  
74-133 El Paseo Drive, Ste A  
Palm Desert, CA 92261

Daytime Phone: 760-340-4545

MAIL COMPLETED CLAIM FORMS TO:

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 177 Assessment No.: 642031003-1

Assessee: FINNELL, GILBERT JR & TRACEY & AMG DEV

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

Lien Holder  
Rec 1-15-09  
\$3,150-

Addresses verified

2014 JAN 10 AM 11:19  
RECEIVED  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 3,150.00 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2009-0020754 recorded on 1/15/09. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

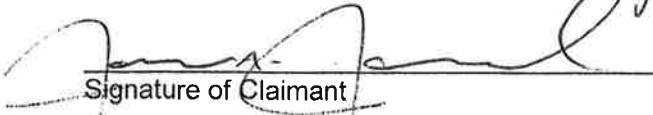
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 6<sup>th</sup> day of January, 2014 at Riverside County, CA  
County, State

  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

JAMES A. JACKSON, ESQ.  
Print Name

\_\_\_\_\_  
Print Name

174-133 El Paseo Dr., Ste A  
Street Address

\_\_\_\_\_  
Street Address

Palm Desert, CA 92260  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

760 340-4545  
Phone Number

\_\_\_\_\_  
Phone Number

*lw*

ORIGINAL

EJ-001

DOC # 2009-0020754  
01/15/2009

**Customer Copy Label**  
The paper to which this label is  
affixed has not been compared  
with the recorded document  
**Larry W Ward**  
County of Riverside  
Assessor, County Clerk & Recorder

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

James A. Jackson, Esq. (SBN 134206)  
LAW OFFICES OF JAMES A JACKSON  
74123 ASTER DRIVE  
PALM DESERT, CA 92260  
(760) 340-4545

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 46-200 OASIS ST.

MAILING ADDRESS: SAME

CITY AND ZIP CODE: INDIO, CA 92201

BRANCH NAME:

FOR RECORDER'S USE ONLY

PLAINTIFF: GILBERT FINNELL

DEFENDANT: TRACEY FINNELL

CASE NUMBER:

IND090171

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**  Amended

FOR COURT USE ONLY

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

GILBERT FINNELL JR.  
87590 ESTELLO COURT  
LA QUINTA, CA 92253

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): GILBERT FINNELL JR.

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

JAMES A. JACKSON, ESQ.

74-123 ASTER DRIVE, PALM DESERT, CA 92260

5.  Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: 11-12-08

James A. Jackson

(TYPE OR PRINT NAME)

  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 3,150

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:

a. Amount: \$ 3,150

b. In favor of (name and address):

JAMES A. JACKSON, ESQ.  
74123 ASTER DRIVE  
PALM DESERT, CA 92260

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): DEC 16 2008

b. Renewal entered on (date):

9.  This judgment is an installment judgment.

11. A stay of enforcement has

a.  not been ordered by the court.

b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.

b.  A certified copy of the judgment is attached.

Clerk, by C. GUTIERREZ, Deputy

[SEAL] **COPY**

This abstract issued on (date):

DEC 16 2008

PLAINTIFF: GILBERT FINNELL DEFENDANT: TRACEY FINNELL	CASE NUMBER: IND090171
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**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (*name and address*):
14. Judgment creditor (*name and address*):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown Social security no. [last 4 digits]: <input type="checkbox"/> Unknown Summons was personally served at or mailed to ( <i>address</i> ):	17. Name and last known address <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown Social security no. [last 4 digits]: <input type="checkbox"/> Unknown Summons was personally served at or mailed to ( <i>address</i> ):
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18. Name and last known address <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown Social security no. [last 4 digits]: <input type="checkbox"/> Unknown Summons was personally served at or mailed to ( <i>address</i> ):	19. Name and last known address <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown Social security no. [last 4 digits]: <input type="checkbox"/> Unknown Summons was personally served at or mailed to ( <i>address</i> ):
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20.  Continued on Attachment 20.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
M I N U T E O R D E R

Case No.: IND090171 Date: 12/16/08 Dept: 2E

Case Name: FINNELL VS FINNELL

HEARING: Hearing re: Motion for REDUCE THE ORDER FOR ATTY FEES OF 3500  
TO JUDGMENT filed by TRACEY FINNELL represented by LAW OFFICES

\*\*\*\*\*

Honorable Commissioner J. Michael Mccoy presiding.

Clerk: M. Angulo

Court Reporter: B. Kohler

TRACEY FINNELL represented by J. Jackson.

GILBERT FINNELL, TRACEY FINNELL not present in court.

As to Sanctions:

Court will not impose monetary sanctions at this time.

As to Attorney Fees of to Judgment:

Request is granted. \$3150.00 ordered reduced to a money judgment.

Abstract may be submitted for processing.

This must be in red to be a  
"CERTIFIED COPY"

Each document to which this certificate is attached  
is certified to be a full, true and correct copy of the  
original on file and of record in my office.

Superior Court of California  
County of Riverside



By Reach  
DEPUTY  
Dated: 1/5/09

Certification must be in red to be a  
"CERTIFIED COPY"



2009-0020754  
01/15/2009 08:08A  
4 of 4



April 2, 2015

James A Jackson, Esq.  
Case #IND090171  
74-133 El Paseo Dr., Ste A  
Palm Desert, CA 92260

Re: APN: 642031003-1  
TC 197, Item 177  
Date of Sale: August 20, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale.

**Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.**

- |  |   |
|--|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Original Note/Payment Book   |
| <input type="checkbox"/> Notarized Statement of different/misspelled name  | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (up to the date of tax sale) |
| <input type="checkbox"/> Notarized Statement Authorization to claim Certified Death Certificates for                 | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)    |
| <input type="checkbox"/> Copy of the Larry and Marv Burge Trust  | <input type="checkbox"/> Court Order Appointing Administrator                                     |
| <input type="checkbox"/> Copy of Marriage Certificate  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |

If you should have any question

Sincerely,

*Shawana Green*

Shawana Green  
Tax Sales Operation  
(951) 955-3947  
(951) 955-3990 Fax

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James A Jackson, Esq.  
Case #IND090171  
74-133 El Paseo Dr., Ste A  
Palm Desert, CA 92260

EP 197-177

2. Article Number  
(Transfer from service label)

7003 2260 0004 1559 3777

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 *NAJ*  Addressee

B. Received by (Printed Name) C. Date of Delivery  
N CODLING 4/6/15

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

May 14, 2015

## Final Notice

James A. Jackson, Esq.  
Case# IND090171  
74-133 El Paseo Dr., Ste. A  
Palm Desert, CA 92260


Re: APN: 642031003-1  
TC 197, Item 177  
Date of Sale: August 20

To Whom It May Concern:

This office is in receipt of your c

**Please submit the necessary pr  
document(s) listed below may :**

- \_\_\_ Notarized Affidavit for Coll
- \_\_\_ Personal Property under Cal
- \_\_\_ Probate Code 13100
- \_\_\_ Notarized Statement of
- \_\_\_ different/misspelled
- \_\_\_ Notarized Statement Giving Authorization to
- \_\_\_ claim on behalf of
- \_\_\_ Certified Death Certificate for
- \_\_\_ Copy of Birth Certificates for
- \_\_\_ Copy of Marriage Certificate for

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:  James A. Jackson, Esq. Case# IND090171 74-133 El Paseo Dr., Ste. A Palm Desert, CA 92260		B. Received by (Printed Name)  C. Date of Delivery 05/19/15	
2. Article Number (Transfer from service label)  PS Form 3811, August 2001		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7003 2260 0004 1548 9513	

EP 197-177

- \_\_\_ Court Order Appointing Administrator
- \_\_\_ Deed (Quitclaim/Grant etc...)
- \_\_\_ Other -

**If your documentation is not received within 30 days (June 15, 2015), your claim will be denied.**

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni  
Tax Sale Operations Unit  
(951) 955-3336  
(951) 955-3990 Fax

Law Offices of  
**JAMES A. JACKSON**

74-133 El Paseo Drive, Ste. A  
Palm Desert, CA 92260

Telephone: (760)340-4545  
Facsimile: (760)340-0099  
E-mail:jjacksonlaw@aol.com

**FACSIMILE COVERSHEET**

DATE: May 22, 2015  
TO: Jennifer Pazicni,  
Tax Sales Operations Unit  
FAX NO.: (951) 955-3990  
FROM: Brenda Martinez,  
Paralegal for James A. Jackson  
NO. OF PAGES: 33 (INCLUDING COVERSHEET)  
NOTE: Case No. IND-090171

Per your request, enclosed please find billing statement regarding the above. In addition I have attached the court's minute order for your review and records, along with the parties' final judgment. Please phone our office should you require anything further. The above will follow by U.S. Mail.

Thank you,  
Brenda Martinez

The information contained in this facsimile message is information protected by attorney/client and/or attorney/work product privileges. It is intended only for the use of the individual names above and the privileges and not waived by virtue of this having been sent by facsimile. If the person actually receiving the facsimile or any other copy of the facsimile is not the named recipient, or the employee or agent responsible to deliver it to the named recipient, any dissemination, distributing or copying of this communication is strictly prohibited.

**IF YOU DO NOT RECEIVED THIS TRANSMISSION IN ITS ENTIRETY, PLEASE CALL NICOLE OR BRENDA AT (760)340-4545 IMMEDIATELY. THANK YOU.**

JON CHRISTENSEN  
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE  
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO  
INVESTMENT MANAGER

KIEU NGO  
FISCAL MANAGER



DON KENT  
TREASURER

GARY COTTERILL  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MATT JENNINGS  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ  
ADMINISTRATIVE SERVICES MANAGER I

May 14, 2015

## Final Notice

James A. Jackson, Esq.  
Case# IND090171  
74-133 El Pasco Dr., Ste. A  
Palm Desert, CA 92260

Re: APN: 642031003-1  
TC 197, Item 177  
Date of Sale: August 20, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

- |  |   |
|--|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Original Note/Payment Book   |
| <input type="checkbox"/> Notarized Statement of different/misspelled   | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of the date of the tax sale) |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of                              | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock)        |
| <input type="checkbox"/> Certified Death Certificate for   | <input type="checkbox"/> Court Order Appointing Administrator   |
| <input type="checkbox"/> Copy of Birth Certificates for  | <input type="checkbox"/> Deed (Quitclaim/Grant etc...)  |
| <input type="checkbox"/> Copy of Marriage Certificate for  | <input type="checkbox"/> Other -  |

**If your documentation is not received within 30 days (June 15, 2015), your claim will be denied.**

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pizani  
Tax Sale Operations Unit  
(951) 955-3336  
(951) 955-3990 Fax

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR

\*\*\*\*\*

4080 LEMON STREET, 4TH FLOOR \* P.O. BOX 12005 \* RIVERSIDE, CALIFORNIA 92502  
WWW.RIVERSIDETAXINFO.COM \* (951) 955-3900 \* 1 (877) 748-2689 \* FAX (951) 955-3923

JAMES A. JACKSON, ESQ.  
 LAW OFFICES OF JAMES A.  
 JACKSON, APLC  
 74-133 El Paseo Drive, Ste. A  
 Palm Desert, CA 92260

Invoice submitted to:  
 TRACY FINNELL  
 78-590 ESTELO COURT  
 LA QUINTA,, CA 92253

May 18, 2015

Invoice #13818

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
1/30/2007 PREPARE PLEADINGS: POINTS & ATHORITIES TO SET ASIDE JUDGMENT	2.00 300.00/hr	600.00
1/31/2007 MEETING WITH CLIENT TO PREPARE RESPONSE, UCCJEA, I & E DECLARATION	0.50 175.00/hr	87.50
MEETING WITH CLIENT	1.00 300.00/hr	300.00
2/8/2007 MEETING WITH CLIENT	1.00 300.00/hr	300.00
3/21/2007 TELEPHONE CALL FROM CLIENT	0.25 300.00/hr	75.00
3/30/2007 TELEPHONE CALL FROM CLIENT	0.25 300.00/hr	75.00
4/9/2007 MEETING WITH CLIENT	0.25 300.00/hr	75.00
4/10/2007 ATTEND HEARING:	1.00 300.00/hr	300.00
4/26/2007 MEETING WITH CLIENT	0.25 300.00/hr	75.00
5/15/2007 PREPARE FOR HEARING:	1.50 400.00/hr	600.00

TRACY FINNELL

Page 2

	<u>Hrs/Rate</u>	<u>Amount</u>
5/15/2007 ATTEND HEARING:	3.00 400.00/hr	1,200.00
5/16/2007 PREPARED FINDINGS & ORDER	0.50 175.00/hr	87.50
5/24/2007 MEETING WITH CLIENT	0.75 300.00/hr	225.00
6/1/2007 FILED FINDINGS & ORDER WITH PROOF OF SERVICE	0.30 175.00/hr	52.50
7/19/2007 MEET WITH CLIENT	0.25 300.00/hr	75.00
7/25/2007 RECEIPT AND REVIEW: OF DISCOVERY	0.50 300.00/hr	150.00
8/9/2007 CONFERENCE WITH CLIENT	0.50 300.00/hr	150.00
11/27/2007 MEETING WITH CLIENT	0.50 300.00/hr	150.00
11/28/2007 UPDATED INCOME & EXPENSE DECLARATION	0.50 175.00/hr	87.50
PREPARE PLEADINGS: RESPONSIVE DECLARATION, INCOME & EXPENSE DECLARATION & PROOF OF SERVICE; FILED & SERVED	1.00 175.00/hr	175.00
12/4/2007 TELEPHONE CALL TO DIANE CARNEY; DCSS	0.25 300.00/hr	75.00
12/19/2007 MEETING WITH CLIENT	0.50 300.00/hr	150.00
12/20/2007 TELEPHONE CALL FROM CLIENT RE OPPOSING PARTY'S NEW HOUSE	0.25 300.00/hr	75.00
1/8/2008 MAILED LETTER TO OPPOSING PARTY	0.10 175.00/hr	17.50
2/18/2008 MEETING WITH CLIENT	1.00 300.00/hr	300.00
4/11/2008 MEETING WITH CLIENT	1.00 300.00/hr	300.00
For professional services rendered	<u>18.90</u>	<u>\$5,757.50</u>

TRACY FINNELL

Page 3

Amount

Balance due

\$5,757.50

Please make your check payable to:  
LAW OFFICES OF JAMES A. JACKSON

# Civil Minutes

Calendar 

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[Complaints/Parties](#) [Actions](#) [Minutes](#) [Pending Hearings](#) [Case Report](#) [Images](#) [Perm](#) [Judge's Notes](#) [170 CCP](#) [Bench Memo](#)

Case Type:

Case Number:

Select a Court:

### Case IND090171 - FINNELL VS FINNELL

Action:

**HEARING RE: MOTION FOR REDUCE THE ORDER FOR ATTY FEES OF 3500 TO JUDGMENT FILED BY TRACEY FINNELL REPRESENTED BY LAW OFFICES OF JAMES A. JACKSON.**

Date	Time	Department
12/16/2008	9:15 AM	DEPT. 2E

#### Minutes

HONORABLE COMMISSIONER J. MICHAEL MCCOY PRESIDING.  
 CLERK: M. ANGULO  
 COURT REPORTER: B. KOHLER  
 TRACEY FINNELL REPRESENTED BY J. JACKSON.  
 GILBERT FINNELL, TRACEY FINNELL NOT PRESENT IN COURT.  
 AS TO SANCTIONS:  
 COURT WILL NOT IMPOSE MONETARY SANCTIONS AT THIS TIME.  
 AS TO ATTORNEY FEES OF TO JUDGMENT:  
 REQUEST IS GRANTED. \$3150.00 ORDERED REDUCED TO A MONEY JUDGMENT.  
 ABSTRACT MAY BE SUBMITTED FOR PROCESSING.  
 PRINT MINUTE ORDER



FL-180

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  <b>Gilbert Finnell, In Pro Per</b>  <b>78-590 Estello Court</b>  <b>La Quinta, CA 92253</b></p> <p>TELEPHONE NO.: (760) 469-6618 FAX NO. (Optional):</p> <p>E-MAIL ADDRESS (Optional):</p> <p>ATTORNEY FOR (Name): <b>GILBERT FINNELL, Petitioner</b></p>	<p>FOR COURT USE ONLY</p> <p><b>FILED</b>          SUPERIOR COURT OF CALIFORNIA          COUNTY OF RIVERSIDE</p> <p>NOV 13 2006</p> <p><b>D. BABLE</b></p> <p>NOV 14 2006</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</p> <p>STREET ADDRESS: <b>46-200 Oasis St.</b></p> <p>MAILING ADDRESS: <b>46-200 Oasis St.</b></p> <p>CITY AND ZIP CODE: <b>Indio 92201</b></p> <p>BRANCH NAME: <b>Indio</b></p>	<p>CASE NUMBER:</p> <p>IND  <b>090171</b></p>
<p>MARRIAGE OF</p> <p>PETITIONER: <b>GILBERT FINNELL</b></p> <p>RESPONDENT: <b>TRACEY FINNELL</b></p>	
<p>JUDGMENT</p> <p><input checked="" type="checkbox"/> DISSOLUTION    <input type="checkbox"/> LEGAL SEPARATION    <input type="checkbox"/> NULLITY</p> <p><input type="checkbox"/> Status only</p> <p><input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status</p> <p><input type="checkbox"/> Judgment on reserved issues</p> <p>Date marital or domestic partnership status ends: <b>3-22-07</b></p>	

- This judgment  contains personal conduct restraining orders  modifies existing restraining orders. The restraining orders are contained on page(s) \_\_\_\_\_ of the attachment. They expire on (date): \_\_\_\_\_
- This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2338  Contested
  - Date: **NOV 09 2006** Dept.: **3U** Room: \_\_\_\_\_
  - Judicial officer (name): **COMM. DALE R. WELLS**  Temporary Judge
  - Petitioner present in court  Attorney present in court (name): \_\_\_\_\_
  - Respondent present in court  Attorney present in court (name): \_\_\_\_\_
  - Claimant present in court (name): \_\_\_\_\_  Attorney present in court (name): \_\_\_\_\_
  - Other (specify name): \_\_\_\_\_

- The court acquired jurisdiction of the respondent on (date): **9/20/06**
  - The respondent was served with process.
  - The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
  - on (specify date). **3-22-07**
  - on a date to be determined on noticed motion or other party or on stipulation.
- Judgment of legal separation is entered.
- Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): \_\_\_\_\_
- This judgment will be entered nunc pro tunc as of (date): \_\_\_\_\_
- Judgment on reserved issues.
- The  petitioner's  respondent's former name is restored to (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. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party): <b>Finnell, Gilbert vs. Tracey</b>	CASE NUMBER: <b>IND 090171</b>
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4. (Cont'd.)

- i.  A settlement agreement between the parties is attached.
- j.  A written stipulation for judgment between the parties is attached.
- k.  Child custody and visitation are ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Custody and Visitation Order Attachment (form FL-341).*
  - (3)  *Stipulation and Order for Custody and/or Visitation of Children (form FL-355).*
  - (4)  other (specify):
- l.  Child support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Support Information and Order Attachment (form FL-342).*
  - (3)  *Stipulation to Establish or Modify Child Support and Order (form FL-350).*
  - (4)  other (specify):
- m.  Spousal or partner support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Spousal, Partner, or Family Support Order Attachment (form FL-343).*
  - (3)  other (specify):

NOTICE: It is the goal of this state that each party will 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 or partner support.

- n.  Property division is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Property Order Attachment to Judgment (form FL-345).*
  - (3)  other (specify):
- o.  Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- p.  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:

JUDICIAL OFFICER

5. Number of pages attached: \_\_\_\_\_

SIGNATURE FOLLOWS LAST ATTACHMENT

6. This form  does  does not contain the locations of, or identifying information about, the assets and debts listed.

NOTE: If the form does contain such information, you may ask the court to seal this document by completing and submitting an *Ex Parte Application and Order to Seal Financial Forms (form FL-316).*

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution 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 may be issued without additional proof if child, family, partner, 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 Gilbert Finnell, In pro per  
 2 78-590 Estello Court  
 3 La Quinta, CA 92253  
 4 (760) 469-6618  
 5  
 6  
 7  
 8 Attorney for Petitioner

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF RIVERSIDE

GILBERT FINNELL,

Petitioner,

vs.

TRACEY FINNELL,

Respondent.

No. IND

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on July 18, 2006, at Indian Wells, California, by and between Tracey Finnell (referred to herein as "Wife") and Gilbert Finnell (referred to herein as "Husband"), both referred to collectively as "The Parties," and is based upon the following facts which the parties agree to be true:

A. The parties were married to each other on \_\_\_\_\_ in California, and have been husband and wife continuously since that date. The parties have actually separated on \_\_\_\_\_

B. The parties have of the marriage and have not adopted any children.

1 C. Irreconcilable differences have arisen between the parties  
2 which have led to the irremediable breakdown of their marriage. The  
3 parties agree that no further waiting period, marriage counseling, or  
4 conciliation efforts would save the marriage, and the parties have  
5 filed for dissolution of their marriage. The proceeding is pending in  
6 the Superior Court of the County of Riverside, Case No. IND  
7 with Husband, Petitioner, and Wife, Respondent.

8 D. The parties intend this Agreement to be a final and complete  
9 settlement of all of their rights and obligations as between them,  
10 including property rights and property claims, and the right of either  
11 Wife or Husband to spousal support.

12 E. The parties are presently both in good health, and neither  
13 has any known illness, disability or physical condition which renders  
14 either incapable of gainful employment or makes either subject to  
15 extraordinary medical or dental expenditures in the near future.  
16 Husband is presently self employed. Wife is not presently employed but  
17 anticipates obtaining full time employment. There is other income  
18 derived from community property of the parties which has been divided  
19 by the terms of this Agreement, and both parties are fully advised and  
20 agree as to the nature and amount of such income.

21 THEREFORE, for good and valuable consideration, including,  
22 without limitation, the mutual promises, conditions and agreements set  
23 forth herein, the parties agree as follows:

24 (1) **Effective Date:** This Agreement shall be and become  
25 effective as of the date of its execution as set forth on the first  
26 page of this Agreement.

27 (2) **Independent Counsel:** The parties acknowledge and agree  
28 that the terms of this Agreement were prepared both parties. Neither  
29 party has been represented by an attorney in preparation of the terms

1 of this agreement. Husband and Wife acknowledge that they have been  
2 advised to seek legal counsel and have both had the opportunity to  
3 obtain independent legal counsel, and that they have read and  
4 understand the contents of legal effect of this Agreement and has  
5 entered into it and signed it freely and voluntarily, and that they  
6 waive any right to rescind or set aside this Agreement except upon a  
7 finding that there has been an actual misrepresentation, knowingly  
8 made with intent to defraud.

9 (3) **Voluntary and Informed Consent:** The parties further  
10 acknowledge and agree that they entered into this Agreement  
11 voluntarily, free from duress, fraud, undue influence, coercion,  
12 or misrepresentation of any kind.

13 (4) **Division of Community Property:** The property itemized  
14 in Exhibits "A" and "B" attached to this Agreement and incorporated  
15 herein by reference is a list of community [and quasi-community]  
16 property of the parties that will be transmuted into the separate  
17 property of each party. Wife hereby transfers to Husband as his sole  
18 and separate property all of the property set forth in Exhibit "A."

19 Husband hereby transfers to Wife as her sole and separate  
20 property all of the property set forth in Exhibit "B." The parties  
21 have made the transfers set forth in this paragraph with the intent  
22 that such transfers constitute an equal division of their community  
23 [and quasi-community] property.

24 (5) **Division of Other Jointly Owned Property:** The  
25 Parties presently own undivided one-half interests each in the joint  
26 tenancy of real property (2.75 acres of undeveloped land) located in  
27 Desert Hot Springs, California. The parties also own a residence  
28 located at 78-590 Estello Court, La Quinta, California. The parties  
29 intend to sell both properties and the proceeds of the sales will be

1 split equally between the parties. These joint tenancy interests  
2 shall be severed with the effective date of this Agreement and the  
3 parties will thereafter hold their interests therein according to the  
4 terms of the agreement.

5 (6) **Separate Property Interests in Pension Plan;**

6 **Parties Waiver of Rights:** Both Husband and Wife presently own a  
7 substantial beneficial interest in the various retirement and pension  
8 plans. Both parties acknowledges and agrees that pursuant to the  
9 terms of this Agreement, the pension funds presently held for the  
10 benefit of each party shall remain as their separate property as  
11 listed in attached Exhibits to this Agreement and incorporated herein  
12 by reference are his separate property, together with any and all  
13 income, interest, appreciation and increase of such funds.

14 Both parties are informed and understand that pursuant  
15 to federal law, or the terms of contribution pension plan  
16 documentation, that they may become entitled to survivor rights  
17 and/or benefits in, to or from parties' separate property  
18 retirement benefits. Both parties hereby (a) waives all of rights to  
19 all such survivor benefits under the respective separate property  
20 pension plans; (b) consents to the designation by the parties of any  
21 person or entity as the beneficiary entitled to any such separate  
22 property survivor benefits without further waiver by the Parties; and  
23 (c) agrees to execute all necessary documents within thirty (30) days  
24 following the execution of this Agreement in order to effectuate such  
25 waiver and consent.

26 (7) **Sale of Family Residence;**

27 The family residence will be placed for sale, located at 78-590  
28 Estello Court, La Quinta, California. The proceeds of the sale will  
29 be split equally between the parties.

1 For so long as the parties occupy the residence under the terms  
2 of this Agreement, Husband shall be liable for all payments of  
3 principal and interest on the existing encumbrance on the residence,  
4 together with all taxes and assessments, without right to  
5 reimbursement from Wife, such payments being considered the fair and  
6 reasonable value of Husband's occupancy. Ordinary maintenance and  
7 upkeep shall also be at Husband's sole expense.

8 The court in the dissolution proceeding shall retain  
9 jurisdiction to supervise the terms and conditions of the transfer of  
10 ownership of the house and to render appropriate orders to carry out  
11 the provisions in the event that the parties cannot otherwise agree.

12 (8) **Warranty of Disclosures of Property:** Each party  
13 warrants to the other that all property in which the community [and  
14 quasi-community] has or may have an interest of which either has any  
15 knowledge has been disclosed and listed in this Agreement. Each party  
16 further warrants that neither is possessed of any interest in any  
17 property not set forth in this Agreement, whether community, quasi-  
18 community, tenancy in common or joint tenancy property.

19 The parties acknowledge their understanding that they are subject  
20 to a fiduciary duty in the management and control of their community  
21 property as defined by California Family Code Section 1100(e), which  
22 includes, but is not limited to, the obligation to make full  
23 disclosure of all material facts and information regarding the  
24 existence, characterization and valuation of all assets in which the  
25 community has or may have an interest and debts for which the  
26 community is or may be liable, and to provide equal access to all  
27 information, records and books pertaining to the character and value  
28 of those assets and debts, upon request; and they further acknowledge  
29

1 that each has conscientiously endeavored to fulfill the duties of  
2 disclosure imposed upon each of them by said Family Code section with  
3 respect to this Agreement.

4 (10) **Warranty of Values of Property:** The parties have  
5 made the transfers of property set forth in Exhibits "A" and "B" based  
6 upon the values shown therein with the intent that such division  
7 constitutes an equal division of their community [and quasi-community]  
8 property. The parties agree and understand that the values shown in  
9 Exhibits "A" and "B" are approximate and not necessarily exact, but  
10 they are intended to be reasonably accurate and are warranted to be  
11 the best estimates of such values. The parties each acknowledge and  
12 agree that they and their respective counsel have been provided with  
13 sufficient information, records, books and data and afforded  
14 reasonable time and opportunity to investigate and analyze the values  
15 shown in Exhibits "A" and "B"; and each party warrants to the other  
16 that each has no knowledge of any material fact or information which  
17 would affect the value of any item of property transferred as listed  
18 in Exhibits "A" and "B."

19 11. **After-Discovered Property:** The parties agree that  
20 any property or property interests discovered after the effective date  
21 of this Agreement which would have been their community or quasi-  
22 community property as of the effective date of this Agreement shall be  
23 divided equally between them. In the event that either party has  
24 willfully concealed any such after-discovered property, that party  
25 shall be obligated to pay to the other party one-half of the  
26 value of the property on the effective date of this Agreement, plus  
27 interest thereon at the rate of ten percent (10%) per annum until  
28 paid, or one-half the value of the property on the date of its  
29





1 discovery or actual division, whichever is greater, together with any  
2 damages including but not limited to costs of enforcement and attorney  
3 fees incurred in obtaining its recovery.

4           **12. Confirmation of Personal Belongings:** Certain items of  
5 personal wearing apparel, jewelry, furniture, furnishings, tools, and  
6 motor vehicles have previously been divided between the parties. The  
7 parties agree that the distribution was an equal division of such  
8 property, and each confirms to the other all such property now in that  
9 party's possession.

10           **13. Division of Debts and Obligations:** The parties  
11 agree that Husband shall be responsible for any debts and obligations  
12 listed in Exhibit "C" attached to this agreement and incorporated  
13 herein by reference. Any debts and obligations not listed in Exhibit  
14 "C" are the sole and separate responsibility of the party incurring  
15 the debt or obligation, and each party agrees to pay and hold the  
16 other harmless against any liability therefor.

17           Each party warrants to the other that neither has incurred  
18 any debt or obligation for which the other can be held liable except  
19 as set forth in Exhibit "C". The parties acknowledge and agree that  
20 any debt or obligation incurred by either after the effective date of  
21 this Agreement shall be the sole and separate responsibility of that  
22 party, and each agrees to hold the other harmless against any such  
23 debt or obligation and agrees to indemnify the other against any  
24 liability incurred in connection therewith, including but not limited  
25 to court costs, attorney fees and all other costs of defense.

26           **14. Waiver of Rights in Respective Estates:** Husband and  
27 Wife agree that each party waives and relinquishes, to the fullest  
28 extent lawfully possible, all right, title, claim, lien or  
29

1 interest, whether actual, inchoate, vested or contingent, in law and  
2 equity, under the laws of any state or under federal law, in the  
3 other's separate property, separate property income and separate  
4 property estate by reason of their marriage, including, without  
5 limitation, the following:

6 (a) All community property, quasi-community property,  
7 and quasi-marital property rights;

8 (b) The right to a probate family allowance;

9 (c) The right to a probate homestead;

10 (d) The rights or claims of dower, curtesy, or any  
11 statutory substitute now or hereafter provided under the laws of any  
12 state in which the parties may die domiciled or in which they own real  
13 property;

14 (e) The right to inherit separate property from the  
15 other by intestate succession;

16 (f) The right to receive separate property that would  
17 pass from the decedent party by testamentary disposition in a will  
18 executed before this Agreement;

19 (g) The right of election to take against the will of  
20 the other;

21 (h) The right to take the statutory share of an omitted  
22 spouse;

23 (i) The right to be appointed as administrator of the  
24 deceased party's estate, or as executor of the deceased party's will,  
25 unless appointed pursuant to a will executed after the date hereof;

26 (j) The right to have exempt property set-aside in  
27 probate;

28 (k) Any right created under federal law, including,  
29 without limitation, the Retirement Equity Act of 1984; and

1 (1) Any right, title, claim or interest in or to the  
2 separate property, separate property income or separate property  
3 estate of the other by reason of the parties' marriage.

4  
5 15. Custody of Minor Children: The parties shall share joint  
6 legal custody of the minor children of the marriage and wife shall  
7 have primary physical custody, subject to the visitation rights of  
8 Father as specified in "Child Custody and Visitation Order attached to  
9 this Agreement and incorporated herein by reference" as follows:  
10 unless agreed upon by the parties. The parties acknowledge that  
11 custody and visitation rights regarding the minor children are subject  
12 to order of a court of competent jurisdiction at any time during the  
13 children's minority and that this paragraph or any later custody or  
14 visitation order is subject to modification.  
15

16  
17 16. Child Support: Father will pay child support in the sum of  
18 \$ 1,200.00 per month broken down as \$ 600.00 per month for Judy and  
19 \$ 600.00 per month for Tammy. As such, there will be support provided  
20 to one party to the other, and continuing thereafter for each minor  
21 child until that child reaches the age of majority under California  
22 law, dies or becomes emancipated; provided, however, that if such  
23 child has attained age 18, is unmarried, is no self-supporting and is  
24 attending high school on a full-time basis, said support shall  
25 continue until the child completes the 12<sup>th</sup> grade or attains age 19,  
26 whichever first occurs.

27 The parties shall attempt to maintain the minor children on  
28 their employer's medical and dental insurance plan, and shall pay all  
29 their medical and dental expenses. If wife attains employment and

1 medical and dental insurance are available, wife shall maintain said  
2 insurance. If wife is unable to provide insurance through her  
3 employer, Husband shall maintain a medical and dental plan for  
4 children. The parties acknowledge (a) they are fully informed of  
5 their rights concerning child support; (b) the above child support  
6 provision are being agreed to without coercion or duress; (c) this  
7 agreement for child support is in the children's best interests; and  
8 (d) the children's needs will be adequately met by the stipulated  
9 amount of child support. The parties further declare the right to  
10 support has not been assigned to the county pursuant to Section 11477  
11 of the California Welfare and Institutions Code and no application is  
12 presently pending. The parties also acknowledge that support of the  
13 minor children is subject or order of a court of competent  
14 jurisdiction at any time during the children's minority and that this  
15 paragraph or any later child support order is subject to modification.

16           **17. Spousal Support:** Each of the parties hereby waives  
17 any right to spousal support, and each releases the other from any and  
18 all claims for spousal support or maintenance of any kind. Each party  
19 acknowledges and agrees that the waiver of spousal support set forth  
20 in this paragraph is made in consideration of their mutual promises,  
21 conditions and agreements contained in this Agreement, and each party  
22 acknowledges and agrees that there shall be no reservation of  
23 jurisdiction by the court in the dissolution proceeding to award  
24 spousal at any later time. The parties further acknowledge and agree  
25 that no sums of spousal support are presently due either party, and  
26 that no sums of money or other form of property paid by either to the  
27 other since their separation were for or shall be considered spousal  
28 support.

29           **18. Attorneys' Fees and Costs of Suit:** The parties agree

1 that each will be individually liable for payment of attorney fees and  
2 all costs of suit incurred by each party respectively. Each party  
3 will hold the other harmless against any claim arising from the  
4 nonpayment of such fees and costs.

5           19. **Tax Returns:** For each taxable year prior to  
6 entry of a judgment of marriage dissolution, either party may elect to  
7 file joint federal and state income tax returns, and such election  
8 shall be binding on the other party. Both parties agree to furnish all  
9 information necessary to complete such joint returns and to cooperate  
10 with the other to make such filing in a timely manner. Each party  
11 shall pay that percentage of the total tax shown due on the joint  
12 federal and state income tax returns as that party's tax liability if  
13 computed separately bears to the income tax liability of the other  
14 party if computed separately. Each party shall be entitled to a  
15 credit for the total of any tax withheld from the earnings of that  
16 party, or any sums paid as estimated tax, or any credits due to the  
17 party individually. So long as not conflicting with any laws or  
18 regulations, Husband shall claim as a dependent for tax purposes,  
19 Tammy Finnell.

20           20. **Tax Refunds or Deficiencies:** If at any time after the  
21 effective date of this Agreement the parties shall be entitled to any  
22 tax refund on any federal or state income tax returns filed by the  
23 parties jointly, such refund shall be divided between them upon  
24 receipt in the same proportion taxes on said returns were paid. Any  
25 deficiency assessed for any prior year in which the parties filed  
26 joint returns shall be payable one-half by each party as an individual  
27 obligation.

28           21. **Indemnification Against Tax Liability:** Each party  
29

1 agrees to hold the other harmless against any federal or state income  
2 tax liability imposed by reason of any income, recomputation of  
3 income, or disallowance of any deduction claimed by either which has  
4 not been disclosed to the other for any year prior to the effective  
5 date of this Agreement.

6           **22. Reconciliation:** If the parties shall at any time  
7 reconcile after the effective date of this Agreement, this Agreement,  
8 including all property transfers made or agreed to be made, shall  
9 remain in effect until modified or revoked by another written  
10 agreement signed by each party and specifying the fact of  
11 reconciliation.

12           **23. Judicial Action:** Either party may hereafter appear  
13 in court for the purpose of obtaining a judgment of dissolution, and  
14 may present this Agreement to the court for approval.

15           **24. Entry of Judgment of Marriage Dissolution:** The  
16 parties agree that neither will cause a judgment of marriage  
17 dissolution to be entered until after the execution of this agreement.  
18 In the event that either party causes an earlier judgment of marriage  
19 dissolution to be entered, that party shall indemnify the other for  
20 all losses or damages incurred by the other by reason of such entry,  
21 including any increased federal or state income tax liability.

22           **25. Entire Agreement; Mutual Releases:** The parties intend  
23 this Agreement to be a final and complete settlement of all of their  
24 rights and obligations arising out of their marriage. Except as  
25 otherwise provided in this Agreement, each party releases the other  
26 from any and all debts, obligations and liabilities owing to the  
27 other, whether incurred before or after the effective date of this  
28 Agreement. Each party expressly releases and discharges the other,  
29 for the party individually and for the party's heirs, assigns,

1 representatives, executors and administrators, and releases any right  
 2 to claim against the other or the estate of the other, or to claim any  
 3 interest in the property of the other, except as provided in this  
 4 Agreement, whether such claims are known or unknown. Each party  
 5 waives the provisions of California Civil Code section 1542, which  
 6 provides:

7 "A general release does not extend to claims  
 8 which the creditor does not know or suspect  
 9 to exist in his favor at the time of executing  
 10 the release, which is known by him must have  
 materially affected his settlement with the  
 debtor."

11 26. **Parties and Persons Bound:** This Agreement shall bind  
 12 the parties to the Agreement and their respective heirs, assigns,  
 13 representatives, executors and administrators and any other successors  
 14 in interest.

15 27. **Costs of Enforcement:** In the event that neither of  
 16 the parties shall be required to bring any action or proceeding to  
 17 enforce any of the provisions of this Agreement or any court order  
 18 made after merger of any provision of this Agreement in the  
 19 dissolution judgment, the party prevailing in such action or  
 20 proceeding shall be entitled to recover all costs of such enforcement  
 21 proceeding, including reasonable attorney fees as set by the court.  
 22 No such liability shall accrue unless ten (10) days' prior notice of  
 23 the claimed default has been given to the alleged defaulting party,  
 24 and such party may cure the default within that ten (10) day period  
 25 without liability for the other party's costs or fees.

26 28. **Execution of Instruments:** The parties agree  
 27 that each respectively will execute and deliver to the other upon  
 28 request any legal instrument, document of title or other legal  
 29 document which may be necessary to carry out the provisions of this



1 Agreement including, but not limited to, the division of property or  
2 confirmation of property set forth in this Agreement.

3           **29. Execution Formalities:** The parties specifically agree  
4 that forthwith upon their execution of this Agreement, their  
5 respective signatures shall be acknowledged by a notary public, in  
6 their presence. The parties further acknowledge that the date which  
7 is set forth on the first page of this Agreement is the actual date on  
8 which they and each of them are signing this Agreement. This  
9 Agreement, or final judgment of dissolution into which this Agreement  
10 has been merged, may be recorded at any time and from time to time by  
11 either party in any place or office authorized by law for the  
12 recording of documents affecting title to or ownership status of  
13 property, real or personal, specifically including, but not limited  
14 to, any county in which either party resided during the marriage or  
15 after a final judgment of dissolution, and any county in which either  
16 party owns or may own real or personal property.

17           **30. Applicable Law:** This Agreement is executed in the  
18 State of California and shall be subject to and interpreted under the  
19 laws of the State of California.

20           **31. Modification, Revocation or Termination:** This  
21 Agreement may be altered, amended, modified, revoked or terminated  
22 only by an instrument in writing expressly referring to this  
23 Agreement, executed and signed by both Husband and Wife, and by no  
24 other means. Each of the parties waives the right to claim, contend  
25 or assert in the future that this Agreement was modified, canceled,  
26 superseded or changed by oral agreement, course of conduct or  
27 estoppel.

28           **32. Invalidity; Severability:** This Agreement has been  
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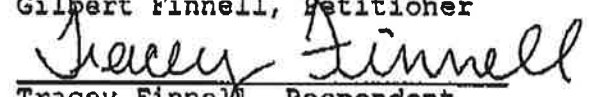
1 jointly negotiated and prepared by counsel for each of the parties and  
 2 shall not be construed against either party. If any term, provision  
 3 or condition of this Agreement is held by a court of competent  
 4 jurisdiction to be invalid, void or unenforceable, the remainder of  
 5 the provisions shall remain in full force and effect and shall in no  
 6 way be affected, impaired or invalidated.

7 IN WITNESS THEREOF, the parties have executed this Agreement  
 8 on the date set forth on the first page of this Agreement.

9 Dated: 7/18/06

  
 Gilbert Finnell, Petitioner

11 Dated: 7/18/06

  
 Tracey Finnell, Respondent

13 Dated:

\_\_\_\_\_  
 Judge of the Superior Court

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EXHIBIT A

- 1. 2000 Harley Davidson Bike
- 2. 2003 Harley Davidson Bike
- 3. Dune Buggy
- 4. 2005 Truck Chevy 2500 HD
- 5. Boat 1994 Supra
- 6. Tools
- 7. Individual Retirement Accounts in his name  
    Heimark, Wells Fargo, Union Bank, Washington Mutual
- 8. Wells Fargo Bank accounts Gilbert Trucks
- 9. 31 Foot Extreme Toy Hauler Trailer

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EXHIBIT B

- 9. 2000 Chevy Van
- 10. Furniture
- 11. RHINO vehicle
- 12. Individual Retirement Accounts in her name
- 13. Harley Davidson Trike
- 14. 1994 Chevy K3500

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EXHIBIT C

15. Mortgage on La Quinta residence

16. Loan on 31 foot extreme toy hauler trailer

FL-341(E)

PETITIONER: Gilbert Finnell	CASE NUMBER:
RESPONDENT: Tracey Finnell	IND

JOINT LEGAL CUSTODY ATTACHMENT

- TO  Petition or Application for Order  Findings and Order After Hearing or Judgment  
 Stipulation and Order for Custody and/or Visitation of Children

- The parents will have joint legal custody of the minor children.
- In exercising joint legal custody, the parents will share in the responsibility and confer in good faith on matters concerning the health, education, and welfare of the children. The parents must confer in making decisions on the following matters:
  - Enrollment in or leaving a particular private or public school or daycare center
  - Participation in particular religious activities or institutions
  - Beginning or ending of psychiatric, psychological, or other mental health counseling or therapy
  - Selection of a doctor, dentist, or other health professional (except in emergency situations)
  - Participation in extracurricular activities
  - Out-of-country or out-of-state travel
  - Other (specify):

In all other matters in exercising joint legal custody, the parents may act alone, as long as the action does not conflict with any orders concerning the physical custody of the children.

- If a parent does not obtain the required consent of the other parent to the decisions checked in item 2:
  - He or she may be subject to civil or criminal penalties.
  - The court may change the legal and physical custody of the minor children.
  - Other consequences (specify):
- Special decision-making designation
  - The  petitioner  respondent will be responsible for making decisions regarding the following issues (specify):
  - Each parent will have access to the children's school, medical, and dental records and the right to consult with professionals who are providing services to the children.
- Health-care notification
  - Each parent must notify the other of the name and address of each health practitioner who examines or treats the children; such notification must be made within (specify number): 3 days of the commencement of the first such treatment or examination.
  - Each parent is authorized to take any and all actions necessary to protect the health and welfare of the children, including but not limited to consent to emergency surgical procedures or treatment. The parent authorizing such emergency treatment must notify the other parent as soon as possible of the emergency situation and of all procedures or treatment administered to the children.
  - Both parents are required to administer any prescribed medications for the children.
- School notification. Each parent will be designated as a person the children's school will contact in the event of an emergency.
- Name. Neither parent will change the last name of the children or have a different name used on the children's medical, school, or other records without the written consent of the other parent.
- Other (specify):

FL-235

PETITIONER: GILBERT FINNELL	CASE NUMBER:
RESPONDENT: TRACEY FINNELL	IND

ADVISEMENT AND WAIVER OF RIGHTS RE: ESTABLISHMENT OF PARENTAL RELATIONSHIP

- RIGHT TO BE REPRESENTED BY A LAWYER.** I understand that I have the right to be represented by a lawyer of my own choice at my own expense. If I cannot afford a lawyer, I can contact the Lawyer Referral Association of the local bar association or the Family Law Facilitator for assistance.
- RIGHT TO A TRIAL.** I understand that I have a right to have a judge determine whether I am the parent of the children named in this action.
- RIGHT TO CONFRONT AND CROSS-EXAMINE WITNESSES.** I understand that in a trial I have the right to confront and cross-examine the witnesses against me and to present evidence and witnesses in my own defense.
- RIGHT TO HAVE PARENTAGE TESTS.** I understand that, where the law permits, I have the right to have the court order parentage tests. The court will decide who pays for the tests. The court could order that I pay none, some, or all of the costs of the tests.
- OBLIGATIONS.** I understand that if I admit that I am the parent of the children in this action that those children will be my children for legal purposes.
- WAIVER.** I understand that I am admitting that I am the parent of the children named in the stipulation and am giving up the rights stated above (except the right to an attorney if I have an attorney).
- CHILD SUPPORT.** I understand that I will have the duty to contribute to the support of the children named in this action and that this duty of support will continue for each child until the obligation is terminated by law.
- CRIMINAL NON-SUPPORT.** I understand that if I willfully fail to support the children, criminal proceedings may be initiated against me.
- UNDERSTANDING.**
  - I have read and understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.
  - I understand the translation.

IF I AM REPRESENTED BY AN ATTORNEY, I ACKNOWLEDGE THAT MY ATTORNEY HAS READ AND EXPLAINED TO ME THE CONTENTS OF THE STIPULATION, RECITALS, AND WAIVERS, AND I ACKNOWLEDGE THAT I UNDERSTAND THEM.

Date: August 2, 2006

GILBERT FINNELL  
 (TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

INTERPRETER'S DECLARATION

- The  Petitioner  Respondent is unable to read or understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* because:
  - his/her primary language is (specify):
  - other (specify):
- I certify under penalty of perjury under the laws of the State of California that I have, to the best of my ability, read or translated for the  Petitioner  Respondent the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.  Petitioner  Respondent said he or she understood the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* before signing them.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF INTERPRETER)

FL-235

PETITIONER: GILBERT FINNELL	CASE NUMBER:
RESPONDENT: TRACEY FINNELL	IND

ADVISEMENT AND WAIVER OF RIGHTS RE: ESTABLISHMENT OF PARENTAL RELATIONSHIP

- RIGHT TO BE REPRESENTED BY A LAWYER.** I understand that I have the right to be represented by a lawyer of my own choice at my own expense. If I cannot afford a lawyer, I can contact the Lawyer Referral Association of the local bar association or the Family Law Facilitator for assistance.
- RIGHT TO A TRIAL.** I understand that I have a right to have a judge determine whether I am the parent of the children named in this action.
- RIGHT TO CONFRONT AND CROSS-EXAMINE WITNESSES.** I understand that in a trial I have the right to confront and cross-examine the witnesses against me and to present evidence and witnesses in my own defense.
- RIGHT TO HAVE PARENTAGE TESTS.** I understand that, where the law permits, I have the right to have the court order parentage tests. The court will decide who pays for the tests. The court could order that I pay none, some, or all of the costs of the tests.
- OBLIGATIONS.** I understand that if I admit that I am the parent of the children in this action that those children will be my children for legal purposes.
- WAIVER.** I understand that I am admitting that I am the parent of the children named in the stipulation and am giving up the rights stated above (except the right to an attorney if I have an attorney).
- CHILD SUPPORT.** I understand that I will have the duty to contribute to the support of the children named in this action and that this duty of support will continue for each child until the obligation is terminated by law.
- CRIMINAL NON-SUPPORT.** I understand that if I willfully fail to support the children, criminal proceedings may be initiated against me.
- UNDERSTANDING.**

- I have read and understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.
- I understand the translation.

IF I AM REPRESENTED BY AN ATTORNEY, I ACKNOWLEDGE THAT MY ATTORNEY HAS READ AND EXPLAINED TO ME THE CONTENTS OF THE STIPULATION, RECITALS, AND WAIVERS, AND I ACKNOWLEDGE THAT I UNDERSTAND THEM.

Date: August 2, 2006

TRACEY FINNELL  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DECLARANT)

INTERPRETER'S DECLARATION

- The  Petitioner  Respondent is unable to read or understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* because:
  - his/her primary language is (specify):
  - other (specify):
- I certify under penalty of perjury under the laws of the State of California that I have, to the best of my ability, read or translated for the  Petitioner  Respondent the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.  Petitioner  Respondent said he or she understood the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* before signing them.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF INTERPRETER)



FL-341

PETITIONER/PLAINTIFF: Gilbert Finnell	CASE NUMBER:
RESPONDENT/DEFENDANT: Tracey Finnell	IND

CHILD CUSTODY AND VISITATION ORDER ATTACHMENT

- TO  Findings and Order After Hearing  Judgment  
 Stipulation and Order for Custody and/or Visitation of Children  
 Other (specify):

1.  Custody. Custody of the minor children of the parties is awarded as follows:
- | Child's name    | Date of birth | Legal custody to<br>(person who makes decisions about<br>health, education, etc.) | Physical custody to<br>(person with whom the child lives) |
|-----------------|---------------|---|---|
| Shannon Finnell | 9/8/1988      | Joint   | Joint   |
| Judy Finnell    | 3/11/1992     | Joint   | Joint   |

Continued in Attachment 1

2.  Visitation
- a.  Reasonable right of visitation to the party without physical custody (not appropriate in cases involving domestic violence)
- b.  See the attached \_\_\_\_\_-page document dated (specify date):
- c.  The parties will go to mediation at (specify location):
- d.  No visitation
- e.  Visitation for the  petitioner  respondent will be as follows:
- (1)  Weekends starting (date):  
 (The first weekend of the month is the first weekend with a Saturday.)  
 1st  2nd  3rd  4th  5th weekend of the month  
 from \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
 (day of week) (time)  
 to \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
 (day of week) (time)
- (a)  The parents will alternate the fifth weekends, with the  petitioner  respondent having the initial fifth weekend, which starts (date):
- (b)  The petitioner will have fifth weekends in  odd  even months.
- (2)  Alternate weekends starting (date):  
 The  petitioner  respondent will have the children with him or her during the period  
 from \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
 (day of week) (time)  
 to \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
 (day of week) (time)
- (3)  Weekdays starting (date):  
 The  petitioner  respondent will have the children with him or her during the period  
 from \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
 (day of week) (time)  
 to \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
 (day of week) (time)
- (4)  Other (specify days and times as well as any additional restrictions): As agreed between Husband and Wife

See Attachment 2e(4).

FL-341

PETITIONER/PLAINTIFF: Gilbert Finnell	CASE NUMBER:
RESPONDENT/DEFENDANT: Tracey Finnell	IND

3.  The court acknowledges that criminal protective orders in case number (specify):  
 In (specify court): relating to the parties in this case are in effect  
 under Penal Code section 136.2, are current, and have priority of enforcement.
4.  Supervised visitation. Until  further order of the court  other (specify):  
 the  petitioner  respondent will have supervised visitation with the minor children according to the schedule  
 set forth on page 1. (You must attach form FL-341(A).)
5.  Transportation for visitation
- a.  Transportation to the visits will be provided by the  petitioner  respondent  
 other (specify):
- b.  Transportation from the visits will be provided by the  petitioner  respondent  
 other (specify):
- c.  Drop-off of the children will be at (address):
- d.  Pick-up of the children will be at (address):
- e.  The children will be driven only by a licensed and insured driver. The car or truck must have legal child restraint  
 devices.
- f.  During the exchanges, the parent driving the children will wait in the car and the other parent will wait in his or  
 her home while the children go between the car and the home.
- g.  Other (specify):
6.  Travel with children. The  petitioner  respondent  other (name):  
 must have written permission from the other parent or a court order to take the children out of
- a.  the state of California.
- b.  the following counties (specify):
- c.  other places (specify):
7.  Child abduction prevention. There is a risk that one of the parents will take the children out of California without the other  
 parent's permission. Form FL-341(B) is attached and must be obeyed.
8.  Holiday schedule. The children will spend holiday time as listed in the attached  form FL-341(C)  
 other (specify):
9.  Additional custody provisions. The parents will follow the additional custody provisions listed in the attached  
 form FL-341(D)  other (specify):
10.  Joint legal custody. The parents will share joint legal custody as listed in the attached  form FL-341(E)  
 other (specify):
11.  Other (specify):
12. Jurisdiction. This court has jurisdiction to make child custody orders in this case under the Uniform Child Custody Jurisdiction and  
 Enforcement Act (part 3 of the California Family Code, commencing with section 3400).
13. Notice and opportunity to be heard. The responding party was given notice and an opportunity to be heard, as provided by the  
 laws of the State of California.
14. Country of habitual residence. The country of habitual residence of the child or children in this case is  
 the United States  other (specify):
15. Penalties for violating this order. If you violate this order, you may be subject to civil or criminal penalties, or both.

## Attachments

### Attachment 1

Name: Tammy Finnell  
Date of Birth: July 17, 1996  
Legal Custody to: Joint  
Physical Custody to: Joint

**ATTACHMENT TO JUDGMENT FL-180**  
**IN THE MARRIAGE OF FINNELL**

**CASE NUMBER: IND**

**THIS MARITAL SETTLEMENT AGREEMENT IS ORDERED  
INCORPORATED INTO AND MADE PART OF THIS JUDGMENT  
AND THE PARTIES ARE ORDERED TO COMPLY WITH ALL OF  
THE EXECUTORY TERMS.**

  
\_\_\_\_\_  
Judge/Commissioner

11/9/06  
\_\_\_\_\_  
Date



**CLAIM SUMMARY**

Date: December 12, 2013

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 642031003-1

Last Assessee: FINNELL GILBERT & TRACEY AMG DEV INC

Sale Date: 8/15/2013

TC: 197

Item Number: 177

Deadline: 10/2/2014

**RECEIVED**  
 2013 DEC 23 AM 7:57  
 RIVERSIDE COUNTY  
 TREAS - TAX COLLECTOR

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Grant Deed granting interest to Gilbert Finnell, Jr. and Tracey Finnell, Husband and Wife as Joint Tenants as to an undivided 73% Interest as Document Number: 2006-0382181 Recorded in Riverside county on 05/25/2006.
2. Certified Certificate of Death for Tracy Jean Finnell
3. Assignment of Rights to Collect Excess Proceeds signed by Gilbert Finnell, Jr.
4. Claim form(s) signed by Global Discoveries
5. Legibile photo ID for Assignor: Gilbert Finnell, Jr.

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$25,158.36 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Chief Operating Officer, at (209) 593-3913, or e-mail to [jed@globaldiscoveries.com](mailto:jed@globaldiscoveries.com).

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

**Certified Tracking Number: 7013 1710 0000 7420 1808**



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 642031003-1. Tax Sale Number, Item 177 public auction on 8/15/2013 sold at available for refund is \$ 34,969.00+/- . I understand that the total of excess proceeds FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

(Signature of Party of Interest/Assignor) (Date)

Gilbert Finnell Jr (Name Printed)

Tax ID/SS#

71601 Gardess Road (Address)

STATE OF CALIFORNIA COUNTY OF KERN )ss.

Rancho Mirage, CA 92270-4213 (City/State/Zip)

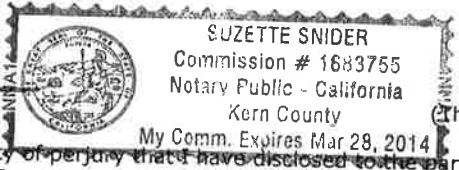
760 972-5719 (Area Code/Telephone Number)

On 09 DEC 2013 State, personally appeared

GILBERT FINNELL, JR Who proved to me on

the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Signature of Notary)



(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

(Signature of Assignee)

Jed Byerly, Chief Operating Officer (Name Printed)

Tax ID/SS#

Global Discoveries, Ltd. (Address)

STATE OF CALIFORNIA COUNTY OF Stanislaus )ss.

P.O. Box 1748 Modesto, California 95353-1748 (City/State/Zip)

Phone: (209) 593-3913

On December 13, 2013 said State, personally appeared

\*\*\*Jed Byerly\*\*\* who proved to

me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Signature of Notary)



(This area for official seal)

RECORDING REQUESTED BY:  
 Fidelity National Title Company  
 Escrow No. 413881-CB  
 Title Order No.

When Recorded Mail Document  
 and Tax Statement To:  
 Mr. and Mrs. Gilbert Finnell, Jr.  
 42880 Caballeros Dr.  
 Indio, CA 92201

DOC # 2006-0382181  
 05/25/2006 08:00A Fee:26.00  
 Page 1 of 4 Doc T Tax Paid  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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APN: 642-031-003-1

TRA: 014

GRANT DEED

The undersigned grantor(s) declare(s)  
 Documentary transfer tax is \$165.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gilbert Finnell, Jr. and Tracey Finnell, Husband and Wife as Joint Tenants

hereby GRANT(S) to Gilbert Finnell, Jr. and Tracey Finnell, Husband and Wife as Joint Tenants, as to a undivided 73% interest and AMG Development, Inc., a California Corporation, as to a undivided 27% interest, as Tenants in Common

the following described real property in the City of Desert Hot Springs  
 County of Riverside, State of California:  
 SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

DATED: April 20, 2006

STATE OF CALIFORNIA  
 COUNTY OF Riverside  
 ON April 27, 2006 before me,  
Gilbert Finnell, Jr. & Tracey Finnell personally appeared  
42880 Caballeros Dr.  
Bermuda Dunes Ca 92203

*Gilbert Finnell, Jr.*  
 Gilbert Finnell, Jr.  
*Tracey Finnell*  
 Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal  
 Signature *Pamela Mitchell*

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED

Escrow No. 413881-CB  
Title Order No.

**EXHIBIT "ONE"**

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 32, Township 2 South, Range 5 East, San Bernardino Base and Meridian, in the City of Desert Hot Springs, County of Riverside, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the Southerly 40 feet thereof.





STATE OF California

COUNTY OF Riverside

On April 27, 2006 before me, Brenda L. Mitchell, Notary Public  
(Name, Title of Officer)

personally appeared Gilbert Finnell, Jr. and Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)

(This area for notarial seal)

STATE OF California

COUNTY OF Riverside

On April 27, 2006 before me, Brenda L. Mitchell, Notary Public  
(Name, Title of Officer)

personally appeared Gilbert Finnell, Jr. and Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Brenda L. Mitchell*  
(Signature of Notary Public)



(This area for notarial seal)

# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

# COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

3052008164017

### CERTIFICATE OF DEATH

3200833009803

STATE FILE NUMBER		STATE OF CALIFORNIA USE BACK ONLY / NO ENTRIES, WHITEOUTS OR ALTERATIONS VS. (MORT. 100)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (21 yrs)		3. MIDDLE		3. LAST (Family)	
TRACY		JEAN		FINNELL	
AKA. ALSO KNOWN AS - Include 1/2 AKA (FIRST, MIDDLE, LAST)					
4. DATE OF BIRTH mm/dd/yyyy		5. AGE Yr.		6. SEX	
08/19/1960		48		F	
8. BIRTH STATE/FOREIGN COUNTRY		10. SOCIAL SECURITY NUMBER		11. EVER IN U.S. ARMED FORCES?	
CA		[REDACTED]		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK <input type="checkbox"/>	
12. MARITAL STATUS (at Time of Death)		7. DATE OF DEATH mm/dd/yyyy		8. HOUR (24 Hours)	
MARRIED		09/21/2008		1035	
13. EDUCATION - Highest Level/Degree (See worksheet on back)		14.15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (If yes, see worksheet on back)		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back)	
HS GRADUATE		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		WHITE	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.)		19. YEARS IN OCCUPATION	
HOMEMAKER		OWN HOME		23	
20. DECEDENT'S RESIDENCE (Street and number or location)					
78590 ESTELO CT					
21. CITY		22. COUNTY/PROVINCE		23. ZIP CODE	
LA QUINTA		RIVERSIDE		92253	
24. YEARS IN COUNTY		25. STATE/FOREIGN COUNTRY			
16		CA			
26. INFORMANT'S NAME, RELATIONSHIP			27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP)		
GILBERT FINNELL JR, HUSBAND			78590 ESTELO CT, LA QUINTA, CA 92253		
28. NAME OF SURVIVING SPOUSE - FIRST		29. MIDDLE		30. LAST (Maiden Name)	
GILBERT		MONTGOMERY		FINNELL JR	
31. NAME OF FATHER - FIRST		32. MIDDLE		33. LAST	
ROBERT				ABBEY	
34. BIRTH STATE		35. MOTHER - FIRST		36. MIDDLE	
CA		SEINA		LLOYD	
37. BIRTH STATE					
CA					
39. DISPOSITION DATE mm/dd/yyyy		40. PLACE OF DISPOSITION		41. TYPE OF DISPOSITION(S)	
09/30/2008		RES GILBERT FINNELL JR. 78590 ESTELO CT, LA QUINTA, CA 92253		CR/VES	
42. SIGNATURE OF EXAMINER		43. LICENSE NUMBER		44. NAME OF FUNERAL ESTABLISHMENT	
[REDACTED]		[REDACTED]		FITZHENRY FUNERAL HOME - PDC	
45. LICENSE NUMBER		46. MIDDLE		47. DATE mm/dd/yyyy	
[REDACTED]		[REDACTED]		09/26/2008	
101. PLACE OF DEATH		102. HOSPITAL, SPECIFY ONE		103. OTHER THAN HOSPITAL, SPECIFY ONE	
RESIDENCE		[REDACTED]		[REDACTED]	
104. COUNTY		105. FACILITY ADDRESS OR LOCATION WHERE BURIED (Street and number or location)		106. CITY	
RIVERSIDE		78590 ESTELO CT		LA QUINTA	
107. CAUSE OF DEATH		108. DEATH REPORTED TO CORONER		109. DEATH REPORTED TO CORONER	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		The Internal Section (A) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		110. DEATH REPORTED TO CORONER	
METASTATIC COLON CANCER		YRS		2008-06807	
111. AUTOPSY PERFORMED?		112. AUTOPSY PERFORMED?		113. USED IN DETERMINING CAUSE?	
[REDACTED]		[REDACTED]		[REDACTED]	
114. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107		115. HAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.)		116. IF FEMALE, PREGNANT IN LAST YEAR?	
NONE		NO		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	
117. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSE STATED.		118. SIGNATURE AND TITLE OF PHYSICIAN		119. LICENSE NUMBER	
Decedent Attended Since		[REDACTED]		A77463	
Decedent Last Seen Alive		[REDACTED]		117. DATE mm/dd/yyyy	
09/04/2008		09/20/2008		09/25/2008	
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE		119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSE STATED.		120. INJURED AT WORK?	
40075 BOB HOPE DR STE F, RANCHO MIRAGE, CA 92270		MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Cause not to be determined		YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	
121. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		122. INJURY DATE mm/dd/yyyy		123. HOUR (24 Hours)	
124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		126. SIGNATURE OF CORONER / DEPUTY CORONER	
				[REDACTED]	
127. DATE mm/dd/yyyy		128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER			
STATE REGISTRAR		A B C D E		FAX AUTH. #	
				CENSUS TRACT	



\* 034328367 \*

CERTIFIED COPY OF VITAL RECORDS  
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

DATE ISSUED OCT 10 2013

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the Assessor-County Clerk-Recorder.

*Larry W. Ward*  
LARRY W. WARD  
ASSESSOR-COUNTY CLERK-RECORDER  
RIVERSIDE COUNTY, CALIFORNIA



**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 642031003-1  
Item Number: 177 TC 197  
Date of Sale: 8/15/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$25,158.36+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 13<sup>th</sup> day of DECEMBER 2013 at Modesto, California.

By: Jed Byerly  
Jed Byerly, Chief Operating Officer  
Global Discoveries, Ltd. Tax ID # 77-0558969  
P.O. Box 1748  
Modesto, CA 95353-1748  
(209) 593-3913

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California

County of Stanislaus

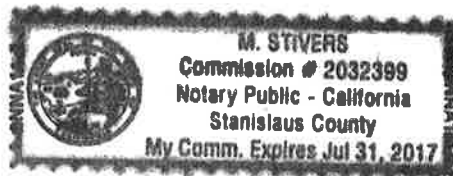
On December 13, 2013 before me, M. Stivers - Notary Public, personally appeared  
(Date) (here insert name and title of the officer)  
Jed Byerly

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


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

WITNESS my hand and official seal.

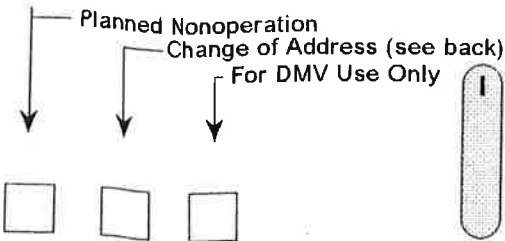
M. Stivers (seal)  
Signature of Notary Public



**CALIFORNIA** USA DRIVER LICENSE



DL  
 EXP 03/06/2016  
 LN **FINNELL**  
 FN **GILBERT MONTGOMERY JR**  
 DOB 03/06/1958  
 RESTR NONE  
 CLASS CM1  
 END NONE  
 03061958  
 SEX M HAIR BRN EYES GRN  
 HGT 6-08" WGT 190 lb  
 ISS 02/13/2012



FINNELL GILBERT MONTGOMERY  
 JR  
 71601 GARDESS RD  
 RANCHO MIRAGE CA 92270-4213

P10002

LICENSE NUMBER	MAKE	
	HD	
VIN		
DMV USE	DUE DATE	AMOUNT DUE
	10/20/2013	\$122

Stub A

MAKE PAYMENT TO:

DMV RENEWAL  
 P.O. BOX 942894  
 SACRAMENTO CA 94294-0894



December 27, 2013

VIA CERTIFIED MAIL

Adrian Potenciano  
Excess Proceeds Dept  
RIVERSIDE COUNTY  
4080 Lemon St. 4th Floor  
Riverside, CA 92502

APN(S): 642-031-003  
Date of Sale: 08/15/2013  
TC # 197  
Item # 177

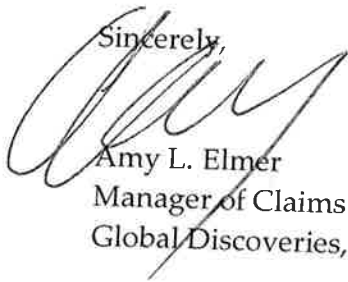
Dear Excess Proceeds Dept:

On December 12, 2013 Global Discoveries, Ltd. previously submitted a claim on behalf of Gilbert Finnell, Jr for the Excess Proceeds available for above referenced property. Enclosed please find additional supporting documentation that applies to the above referenced parcel(s):

- Declaration of one and the Same person

We hope the enclosed should assist in perfecting our claim, if you should have any further questions please contact me at 209-593-3917 or 1-800-710-1703. Thank you.

Sincerely,



Amy L. Elmer  
Manager of Claims Processing  
Global Discoveries, LTD.

Enclosures

Certified Tracking# 7013-1710-0000-7420-3611

RECEIVED  
2014 JAN -6 PM 3:00  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

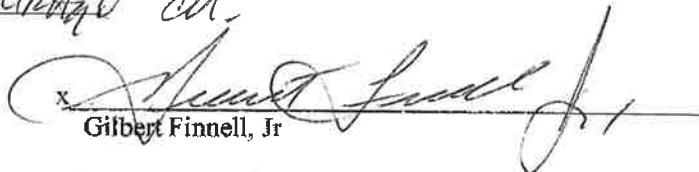


DECLARATION  
OF ONE AND THE SAME PERSON

I, Gilbert Finnell, Jr., do hereby declare:

1. I am over the age of 18 and a resident of Rancho Mirage, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am one and the same person as Gilbert Montgomery Finnell, Jr.
3. I am one and the same person who is noted as Gilbert Finnell, Jr. on the referenced Grant Deed as Document Number: 2006-0382181, Recorded in Riverside County on 05/25/2006.
4. I do not have any original or copies of Tax Bills, Utility Bills, Title Insurance Policies, or any other supporting documentation to reference the 42880 Caballeros Dr. Indio, CA 92201 address; which is one and the same address that is noted on the above referenced Grant Deed. I never reported/resided at this address, to my knowledge, AMG Development, Inc reported to this address.
5. I currently report to the 71601 Gardens Rd Rancho Mirage, CA 92270 address; which is one and the same address as the 71601 Gardess Rd. Rancho Mirage, CA 92270 address.
6. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 642-031-003 on December 9, 2013.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 20 day of Dec, 2013, at Rancho Mirage CA.

  
Gilbert Finnell, Jr

JURAT

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this

20 day of December, 2013, by  
Date Month Year  
Gilbert Finnell, Jr  
Name of Signer



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature   
Signature of Notary Public

(Place Notary Seal Above)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Global Discoveries, Ltd.  
 Attn: Amy Elmer  
 1120 13<sup>th</sup> Street, Suite A  
 Modesto, CA 95354

July 15, 2015

Global Discoveries, Ltd.  
 Attn: Amy Elmer  
 1120 13th Street, Suite A  
 Modesto, CA 95354

Re: APN: 642031003-1  
 TC 197 Item 177  
 Date of Sale: August 20, 2013

*EP 197-177*

2. Article Number  
 (Transfer from service label)

7003 2260 0004 1558 6373

PS Form 3811, July 2013

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Address  
*[Signature]*

B. Received by (Printed Name)  Date of Delivery  
*L. Hunter* *7/22/15*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

**Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.**

- \_\_\_ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- \_\_\_ Notarized Statement of different/mispelled
- \_\_\_ Notarized Statement Giving Authorization to claim on behalf of
- \_\_\_ Certified Death Certificate for
- \_\_\_ Copy of Birth Certificates for
- \_\_\_ Copy of Marriage Certificate for

- \_\_\_ Original Note/Payment Book
- \_\_\_ Updated Statement of Monies Owed (as of dated of tax sale)
- \_\_\_ Articles of Incorporation (if applicable Statement by Domestic Stock)
- \_\_\_ Court Order Appointing Administrator
- \_\_\_ Deed (Quitclaim/Grant etc...)
- Other – Confirmation of Gilbert and Tracey Finnell's marriage after divorce was finalized on November 13, 2006.

If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni  
 Tax Sale Operations Unit  
 (951) 955-3336  
 (951) 955-3990 Fax



## Pazicni, Jennifer

---

**From:** Amy Elmer <amy.elmer@gd-ltd.com>  
**Sent:** Monday, July 20, 2015 1:26 PM  
**To:** Pazicni, Jennifer  
**Subject:** RE: EP 197-177 642031003-1 Finnell

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Jennifer,

I have reviewed this file thoroughly in addition to ordering the entire divorce. I have found several interesting facts about this deal...please see below for specifics and the attached documents as supporting evidence:

After review of the divorce, it appears that Tracey and Gilbert were never legally divorced. The Findings and Order After Hearing filed June 12, 2007 recites as "the Motion for set aside of the Default Judgment and Marital Settlement Agreement is Granted. The parties are Restored to the Status of Married". Please see page 30-31 of the PDF for the order that shows on page 31 line item #1 that the parties are restored to the status of married.

Tracey Gilbert filed a Memorandum of Points and Authorities RE: Setting aside a default judgment and marital settlement agreement and request for attorneys fees, (See page 43-48 of the PDF) the divorce because she felt she was taken advantage of according to her affidavit.

Therefore, due to the attached supporting documentation it appears that Gilbert and Tracey Finnell were never legally divorced and our claim is correct. Although we believe we have filed correctly, I have still attached the entire divorce for your review in case we missed something. The only thing we see after the judge restores their status to married, everything relates to paying bills, child support, spousal support etc. There is nothing more that provides they were ever divorced.

Below is the link to the entire divorce:

[http://cts.gd-ltd.com/gdcts/documents/36fac52f-4f78-4c64-b1dc-8cda702ed109/19500-entire\\_divorce.pdf](http://cts.gd-ltd.com/gdcts/documents/36fac52f-4f78-4c64-b1dc-8cda702ed109/19500-entire_divorce.pdf) (Please copy and paste the complete URL into your browser location to download the file)

If you have any questions or concerns please let me know. I hope this helps, I know this one is confusing. Thank you in advance and have a great week!

Amy L. Elmer  
Manager of Process and Development

**From:** Pazicni, Jennifer [mailto:JPazicni@co.riverside.ca.us]  
**Sent:** Wednesday, July 1, 2015 9:51 AM

**To:** Amy Elmer <amy.elmer@gd-ltd.com>

**Subject:** EP 197-177 642031003-1 Finnell

Hi Amy,

I have a question for you about this file.

Mr. Gilbert Finnell Jr. is filing as last assessee for his property that he purchased with his wife, Tracey Finnell. The death certificate states that Tracey and Gilbert were married and he is the surviving spouse. However, Gilbert and Tracey were divorced as of 11/13/2006. Did Gilbert and Tracey remarry after the divorce finalized? Please let me know as soon as possible.

Thank you,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Tax Sale Operations/Excess Proceeds  
951 955-3336

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)  
**Gilbert Finnell, In Pro Per**  
 78-590 Estello Court  
 La Quinta, CA 92253

TELEPHONE NO. (760) 469-6618 FAX NO. (Optional):  
 E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): **GILBERT FINNELL, Petitioner**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**  
 STREET ADDRESS 46-200 Oasis St.  
 MAILING ADDRESS 46-200 Oasis St.  
 CITY AND ZIP CODE Indio 92201  
 BRANCH NAME Indio

**MARRIAGE OF**  
 PETITIONER: **GILBERT FINNELL**  
 RESPONDENT: **TRACEY FINNELL**

**JUDGMENT**  
 **DISSOLUTION**     **LEGAL SEPARATION**     **NULLITY**  
 Status only  
 Reserving jurisdiction over termination of marital or domestic partnership status  
 Judgment on reserved issues  
 Date marital or domestic partnership status ends: **3-22-07** it

FOR COURT USE ONLY

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF RIVERSIDE  
 NOV 13 2006  
**D. BABLE**

CASE NUMBER:  
 IND **090171**

LOA  
 MAR 14 2007

- This judgment  contains personal conduct restraining orders  modifies existing restraining orders. The restraining orders are contained on page(s) \_\_\_\_\_ of the attachment. They expire on (date): \_\_\_\_\_
- This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2336  Contested
  - Date: **NOV 09 2006** Dept.: **344** Room: \_\_\_\_\_
  - Judicial officer (name): **COMM. DALE R. WELLS**  Temporary judge
  - Petitioner present in court  Attorney present in court (name): \_\_\_\_\_
  - Respondent present in court  Attorney present in court (name): \_\_\_\_\_
  - Claimant present in court (name): \_\_\_\_\_  Attorney present in court (name): \_\_\_\_\_
  - Other (specify name): \_\_\_\_\_
- The court acquired jurisdiction of the respondent on (date):
  - The respondent was served with process.
  - The respondent appeared.

**THE COURT ORDERS, GOOD CAUSE APPEARING**

- Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
  - on (specify date). **3-22-07**
  - on a date to be determined on noticed motion of either party or on stipulation.
- Judgment of legal separation is entered.
- Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): \_\_\_\_\_
- This judgment will be entered nunc pro tunc as of (date): \_\_\_\_\_
- Judgment on reserved issues.
- The  petitioner's  respondent's former name is restored to (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. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party):

Finnell, Gilbert vs. Tracey

CASE NUMBER:

IND 09 01 71

4. (Cont'd.)

- i.  A settlement agreement between the parties is attached.
- j.  A written stipulation for judgment between the parties is attached.
- k.  Child custody and visitation are ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Custody and Visitation Order Attachment* (form FL-341).
  - (3)  *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
  - (4)  other (specify):
- l.  Child support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Support Information and Order Attachment* (form FL-342).
  - (3)  *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
  - (4)  other (specify):
- m.  Spousal or partner support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
  - (3)  other (specify):

**NOTICE:** It is the goal of this state that each party will 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 or partner support.

- n.  Property division is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Property Order Attachment to Judgment* (form FL-345).
  - (3)  other (specify):
- o.  Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- p.  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:

JUDICIAL OFFICER

SIGNATURE FOLLOWS LAST ATTACHMENT

5. Number of pages attached: \_\_\_\_\_

6. This form  does  does not contain the locations of, or identifying information about, the assets and debts listed.

NOTE: If the form does contain such information, you may ask the court to seal this document by completing and submitting an *Ex Parte Application and Order to Seal Financial Forms* (form FL-316).

**NOTICE**

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution 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 may be issued without additional proof if child, family, partner, 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 Gilbert Finnell, In pro per  
78-590 Estello Court  
2 La Quinta, CA 92253  
(760) 469-6618

3 Attorney for Petitioner  
4  
5  
6  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF RIVERSIDE

10 GILBERT FINNELL,

11 Petitioner,

12 vs.

13 TRACEY FINNELL,

14 Respondent.  
15  
16  
17

) No. IND  
)  
)  
)

) MARITAL SETTLEMENT AGREEMENT

18 THIS AGREEMENT is made and entered into on July 18, 2006, at  
19 Indian Wells, California, by and between Tracey Finnell (referred to  
20 herein as "Wife") and Gilbert Finnell (referred to herein as  
21 "Husband"), both referred to collectively as "The Parties," and is  
22 based upon the following facts which the parties agree to be true:  
23

24 A. The parties were married to each other on \_\_\_\_\_ ,  
25 in California, and have been husband and wife continuously  
26 since that date. The parties have actually separated on \_\_\_\_\_

27 B. The parties have of the marriage and have not adopted any  
28 children.  
29

1 C. Irreconcilable differences have arisen between the parties  
2 which have led to the irremediable breakdown of their marriage. The  
3 parties agree that no further waiting period, marriage counseling, or  
4 conciliation efforts would save the marriage, and the parties have  
5 filed for dissolution of their marriage. The proceeding is pending in  
6 the Superior Court of the County of Riverside, Case No. IND \_\_\_\_\_  
7 with Husband, Petitioner, and Wife, Respondent.

8 D. The parties intend this Agreement to be a final and complete  
9 settlement of all of their rights and obligations as between them,  
10 including property rights and property claims, and the right of either  
11 Wife or Husband to spousal support.

12 E. The parties are presently both in good health, and neither  
13 has any known illness, disability or physical condition which renders  
14 either incapable of gainful employment or makes either subject to  
15 extraordinary medical or dental expenditures in the near future.  
16 Husband is presently self employed. Wife is not presently employed but  
17 anticipates obtaining full time employment. There is other income  
18 derived from community property of the parties which has been divided  
19 by the terms of this Agreement, and both parties are fully advised and  
20 agree as to the nature and amount of such income.

21 THEREFORE, for good and valuable consideration, including,  
22 without limitation, the mutual promises, conditions and agreements set  
23 forth herein, the parties agree as follows:

24 (1) **Effective Date:** This Agreement shall be and become  
25 effective as of the date of its execution as set forth on the first  
26 page of this Agreement.

27 (2) **Independent Counsel:** The parties acknowledge and agree  
28 that the terms of this Agreement were prepared both parties. Neither  
29 party has been represented by an attorney in preparation of the terms

1 of this agreement. Husband and Wife acknowledge that they have been  
2 advised to seek legal counsel and have both had the opportunity to  
3 obtain independent legal counsel, and that they have read and  
4 understand the contents of legal effect of this Agreement and has  
5 entered into it and signed it freely and voluntarily, and that they  
6 waive any right to rescind or set aside this Agreement except upon a  
7 finding that there has been an actual misrepresentation, knowingly  
8 made with intent to defraud.

9           (3) **Voluntary and Informed Consent:** The parties further  
10 acknowledge and agree that they entered into this Agreement  
11 voluntarily, free from duress, fraud, undue influence, coercion,  
12 or misrepresentation of any kind.

13           (4) **Division of Community Property:** The property itemized  
14 in Exhibits "A" and "B" attached to this Agreement and incorporated  
15 herein by reference is a list of community [and quasi-community]  
16 property of the parties that will be transmuted into the separate  
17 property of each party. Wife hereby transfers to Husband as his sole  
18 and separate property all of the property set forth in Exhibit "A."

19           Husband hereby transfers to Wife as her sole and separate  
20 property all of the property set forth in Exhibit "B." The parties  
21 have made the transfers set forth in this paragraph with the intent  
22 that such transfers constitute an equal division of their community  
23 [and quasi-community] property.

24           (5) **Division of Other Jointly Owned Property:** The  
25 Parties presently own undivided one-half interests each in the joint  
26 tenancy of real property (2.75 acres of undeveloped land) located in  
27 Desert Hot Springs, California. The parties also own a residence  
28 located at 78-590 Estello Court, La Quinta, California. The parties  
29 intend to sell both properties and the proceeds of the sales will be

1 split equally between the parties. These joint tenancy interests  
2 shall be severed with the effective date of this Agreement and the  
3 parties will thereafter hold their interests therein according to the  
4 terms of the agreement.

5 (6) **Separate Property Interests in Pension Plan;**

6 **Parties Waiver of Rights:** Both Husband and Wife presently own a  
7 substantial beneficial interest in the various retirement and pension  
8 plans. Both parties acknowledges and agrees that pursuant to the  
9 terms of this Agreement, the pension funds presently held for the  
10 benefit of each party shall remain as their separate property as  
11 listed in attached Exhibits to this Agreement and incorporated herein  
12 by reference are his separate property, together with any and all  
13 income, interest, appreciation and increase of such funds.

14 Both parties are informed and understand that pursuant  
15 to federal law, or the terms of contribution pension plan  
16 documentation, that they may become entitled to survivor rights  
17 and/or benefits in, to or from parties' separate property  
18 retirement benefits. Both parties hereby (a) waives all of rights to  
19 all such survivor benefits under the respective separate property  
20 pension plans; (b) consents to the designation by the parties of any  
21 person or entity as the beneficiary entitled to any such separate  
22 property survivor benefits without further waiver by the Parties; and  
23 (c) agrees to execute all necessary documents within thirty (30) days  
24 following the execution of this Agreement in order to effectuate such  
25 waiver and consent.

26 (7) **Sale of Family Residence;**

27 The family residence will be placed for sale, located at 78-590  
28 Estello Court, La Quinta, California. The proceeds of the sale will  
29 be split equally between the parties.



1 For so long as the parties occupy the residence under the terms  
2 of this Agreement, Husband shall be liable for all payments of  
3 principal and interest on the existing encumbrance on the residence,  
4 together with all taxes and assessments, without right to  
5 reimbursement from Wife, such payments being considered the fair and  
6 reasonable value of Husband's occupancy. Ordinary maintenance and  
7 upkeep shall also be at Husband's sole expense.

8 The court in the dissolution proceeding shall retain  
9 jurisdiction to supervise the terms and conditions of the transfer of  
10 ownership of the house and to render appropriate orders to carry out  
11 the provisions in the event that the parties cannot otherwise agree.

12 (8) **Warranty of Disclosures of Property:** Each party  
13 warrants to the other that all property in which the community [and  
14 quasi-community] has or may have an interest of which either has any  
15 knowledge has been disclosed and listed in this Agreement. Each party  
16 further warrants that neither is possessed of any interest in any  
17 property not set forth in this Agreement, whether community, quasi-  
18 community, tenancy in common or joint tenancy property.

19 The parties acknowledge their understanding that they are subject  
20 to a fiduciary duty in the management and control of their community  
21 property as defined by California Family Code Section 1100(e), which  
22 includes, but is not limited to, the obligation to make full  
23 disclosure of all material facts and information regarding the  
24 existence, characterization and valuation of all assets in which the  
25 community has or may have an interest and debts for which the  
26 community is or may be liable, and to provide equal access to all  
27 information, records and books pertaining to the character and value  
28 of those assets and debts, upon request; and they further acknowledge  
29

1 that each has conscientiously endeavored to fulfill the duties of  
2 disclosure imposed upon each of them by said Family Code section with  
3 respect to this Agreement.

4           (10)       **Warranty of Values of Property:** The parties have  
5 made the transfers of property set forth in Exhibits "A" and "B" based  
6 upon the values shown therein with the intent that such division  
7 constitutes an equal division of their community [and quasi-community]  
8 property. The parties agree and understand that the values shown in  
9 Exhibits "A" and "B" are approximate and not necessarily exact, but  
10 they are intended to be reasonably accurate and are warranted to be  
11 the best estimates of such values. The parties each acknowledge and  
12 agree that they and their respective counsel have been provided with  
13 sufficient information, records, books and data and afforded  
14 reasonable time and opportunity to investigate and analyze the values  
15 shown in Exhibits "A" and "B"; and each party warrants to the other  
16 that each has no knowledge of any material fact or information which  
17 would affect the value of any item of property transferred as listed  
18 in Exhibits "A" and "B."

19           11.       **After-Discovered Property:** The parties agree that  
20 any property or property interests discovered after the effective date  
21 of this Agreement which would have been their community or quasi-  
22 community property as of the effective date of this Agreement shall be  
23 divided equally between them. In the event that either party has  
24 willfully concealed any such after-discovered property, that party  
25 shall be obligated to pay to the other party one-half of the  
26 value of the property on the effective date of this Agreement, plus  
27 interest thereon at the rate of ten percent (10%) per annum until  
28 paid, or one-half the value of the property on the date of its  
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1 discovery or actual division, whichever is greater, together with any  
2 damages including but not limited to costs of enforcement and attorney  
3 fees incurred in obtaining its recovery.

4           **12. Confirmation of Personal Belongings:** Certain items of  
5 personal wearing apparel, jewelry, furniture, furnishings, tools, and  
6 motor vehicles have previously been divided between the parties. The  
7 parties agree that the distribution was an equal division of such  
8 property, and each confirms to the other all such property now in that  
9 party's possession.

10           **13. Division of Debts and Obligations:** The parties  
11 agree that Husband shall be responsible for any debts and obligations  
12 listed in Exhibit "C" attached to this agreement and incorporated  
13 herein by reference. Any debts and obligations not listed in Exhibit  
14 "C" are the sole and separate responsibility of the party incurring  
15 the debt or obligation, and each party agrees to pay and hold the  
16 other harmless against any liability therefor.

17           Each party warrants to the other that neither has incurred  
18 any debt or obligation for which the other can be held liable except  
19 as set forth in Exhibit "C". The parties acknowledge and agree that  
20 any debt or obligation incurred by either after the effective date of  
21 this Agreement shall be the sole and separate responsibility of that  
22 party, and each agrees to hold the other harmless against any such  
23 debt or obligation and agrees to indemnify the other against any  
24 liability incurred in connection therewith, including but not limited  
25 to court costs, attorney fees and all other costs of defense.

26           **14. Waiver of Rights in Respective Estates:** Husband and  
27 Wife agree that each party waives and relinquishes, to the fullest  
28 extent lawfully possible, all right, title, claim, lien or  
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1 interest, whether actual, inchoate, vested or contingent, in law and  
2 equity, under the laws of any state or under federal law, in the  
3 other's separate property, separate property income and separate  
4 property estate by reason of their marriage, including, without  
5 limitation, the following:

6 (a) All community property, quasi-community property,  
7 and quasi-marital property rights;

8 (b) The right to a probate family allowance;

9 (c) The right to a probate homestead;

10 (d) The rights or claims of dower, curtesy, or any  
11 statutory substitute now or hereafter provided under the laws of any  
12 state in which the parties may die domiciled or in which they own real  
13 property;

14 (e) The right to inherit separate property from the  
15 other by intestate succession;

16 (f) The right to receive separate property that would  
17 pass from the decedent party by testamentary disposition in a will  
18 executed before this Agreement;

19 (g) The right of election to take against the will of  
20 the other;

21 (h) The right to take the statutory share of an omitted  
22 spouse;

23 (i) The right to be appointed as administrator of the  
24 deceased party's estate, or as executor of the deceased party's will,  
25 unless appointed pursuant to a will executed after the date hereof;

26 (j) The right to have exempt property set-aside in  
27 probate;

28 (k) Any right created under federal law, including,  
29 without limitation, the Retirement Equity Act of 1984; and

1 (1) Any right, title, claim or interest in or to the  
2 separate property, separate property income or separate property  
3 estate of the other by reason of the parties' marriage.

4 **15. Custody of Minor Children:** The parties shall share joint  
5 legal custody of the minor children of the marriage and wife shall  
6 have primary physical custody, subject to the visitation rights of  
7 Father as specified in "Child Custody and Visitation Order attached to  
8 this Agreement and incorporated herein by reference" as follows:  
9 unless agreed upon by the parties. The parties acknowledge that  
10 custody and visitation rights regarding the minor children are subject  
11 to order of a court of competent jurisdiction at any time during the  
12 children's minority and that this paragraph or any later custody or  
13 visitation order is subject to modification.  
14  
15

16 **16. Child Support:** Father will pay child support in the sum of  
17 \$ 1,200.00 per month broken down as \$ 600.00 per month for Judy and  
18 \$ 600.00 per month for Tammy. As such, there will be support provided  
19 to one party to the other, and continuing thereafter for each minor  
20 child until that child reaches the age of majority under California  
21 law, dies or becomes emancipated; provided, however, that if such  
22 child has attained age 18, is unmarried, is no self-supporting and is  
23 attending high school on a full-time basis, said support shall  
24 continue until the child completes the 12<sup>th</sup> grade or attains age 19,  
25 whichever first occurs.  
26

27 The parties shall attempt to maintain the minor children on  
28 their employer's medical and dental insurance plan, and shall pay all  
29 their medical and dental expenses. If wife attains employment and

1 medical and dental insurance are available, wife shall maintain said  
2 insurance. If wife is unable to provide insurance through her  
3 employer, Husband shall maintain a medical and dental plan for  
4 children. The parties acknowledge (a) they are fully informed of  
5 their rights concerning child support; (b) the above child support  
6 provision are being agreed to without coercion or duress; (c) this  
7 agreement for child support is in the children's best interests; and  
8 (d) the children's needs will be adequately met by the stipulated  
9 amount of child support. The parties further declare the right to  
10 support has not been assigned to the county pursuant to Section 11477  
11 of the California Welfare and Institutions Code and no application is  
12 presently pending. The parties also acknowledge that support of the  
13 minor children is subject or order of a court of competent  
14 jurisdiction at any time during the children's minority and that this  
15 paragraph or any later child support order is subject to modification.

16           **17. Spousal Support:** Each of the parties hereby waives  
17 any right to spousal support, and each releases the other from any and  
18 all claims for spousal support or maintenance of any kind. Each party  
19 acknowledges and agrees that the waiver of spousal support set forth  
20 in this paragraph is made in consideration of their mutual promises,  
21 conditions and agreements contained in this Agreement, and each party  
22 acknowledges and agrees that there shall be no reservation of  
23 jurisdiction by the court in the dissolution proceeding to award  
24 spousal at any later time. The parties further acknowledge and agree  
25 that no sums of spousal support are presently due either party, and  
26 that no sums of money or other form of property paid by either to the  
27 other since their separation were for or shall be considered spousal  
28 support.

29           **18. Attorneys' Fees and Costs of Suit:** The parties agree

1 that each will be individually liable for payment of attorney fees and  
2 all costs of suit incurred by each party respectively. Each party  
3 will hold the other harmless against any claim arising from the  
4 nonpayment of such fees and costs.

5           **19. Tax Returns:** For each taxable year prior to  
6 entry of a judgment of marriage dissolution, either party may elect to  
7 file joint federal and state income tax returns, and such election  
8 shall be binding on the other party. Both parties agree to furnish all  
9 information necessary to complete such joint returns and to cooperate  
10 with the other to make such filing in a timely manner. Each party  
11 shall pay that percentage of the total tax shown due on the joint  
12 federal and state income tax returns as that party's tax liability if  
13 computed separately bears to the income tax liability of the other  
14 party if computed separately. Each party shall be entitled to a  
15 credit for the total of any tax withheld from the earnings of that  
16 party, or any sums paid as estimated tax, or any credits due to the  
17 party individually. So long as not conflicting with any laws or  
18 regulations, Husband shall claim as a dependent for tax purposes,  
19 Tammy Finnell.

20           **20. Tax Refunds or Deficiencies:** If at any time after the  
21 effective date of this Agreement the parties shall be entitled to any  
22 tax refund on any federal or state income tax returns filed by the  
23 parties jointly, such refund shall be divided between them upon  
24 receipt in the same proportion taxes on said returns were paid. Any  
25 deficiency assessed for any prior year in which the parties filed  
26 joint returns shall be payable one-half by each party as an individual  
27 obligation.

28           **21. Indemnification Against Tax Liability:** Each party  
29

1 agrees to hold the other harmless against any federal or state income  
2 tax liability imposed by reason of any income, recomputation of  
3 income, or disallowance of any deduction claimed by either which has  
4 not been disclosed to the other for any year prior to the effective  
5 date of this Agreement.

6           **22. Reconciliation:** If the parties shall at any time  
7 reconcile after the effective date of this Agreement, this Agreement,  
8 including all property transfers made or agreed to be made, shall  
9 remain in effect until modified or revoked by another written  
10 agreement signed by each party and specifying the fact of  
11 reconciliation.

12           **23. Judicial Action:** Either party may hereafter appear  
13 in court for the purpose of obtaining a judgment of dissolution, and  
14 may present this Agreement to the court for approval.

15           **24. Entry of Judgment of Marriage Dissolution:** The  
16 parties agree that neither will cause a judgment of marriage  
17 dissolution to be entered until after the execution of this agreement.  
18 In the event that either party causes an earlier judgment of marriage  
19 dissolution to be entered, that party shall indemnify the other for  
20 all losses or damages incurred by the other by reason of such entry,  
21 including any increased federal or state income tax liability.

22           **25. Entire Agreement; Mutual Releases:** The parties intend  
23 this Agreement to be a final and complete settlement of all of their  
24 rights and obligations arising out of their marriage. Except as  
25 otherwise provided in this Agreement, each party releases the other  
26 from any and all debts, obligations and liabilities owing to the  
27 other, whether incurred before or after the effective date of this  
28 Agreement. Each party expressly releases and discharges the other,  
29 for the party individually and for the party's heirs, assigns,



1 representatives, executors and administrators, and releases any right  
2 to claim against the other or the estate of the other, or to claim any  
3 interest in the property of the other, except as provided in this  
4 Agreement, whether such claims are known or unknown. Each party  
5 waives the provisions of California Civil Code section 1542, which  
6 provides:

7 "A general release does not extend to claims  
8 which the creditor does not know or suspect  
9 to exist in his favor at the time of executing  
10 the release, which is known by him must have  
materially affected his settlement with the  
debtor."

11 26. **Parties and Persons Bound:** This Agreement shall bind  
12 the parties to the Agreement and their respective heirs, assigns,  
13 representatives, executors and administrators and any other successors  
14 in interest.

15 27. **Costs of Enforcement:** In the event that neither of  
16 the parties shall be required to bring any action or proceeding to  
17 enforce any of the provisions of this Agreement or any court order  
18 made after merger of any provision of this Agreement in the  
19 dissolution judgment, the party prevailing in such action or  
20 proceeding shall be entitled to recover all costs of such enforcement  
21 proceeding, including reasonable attorney fees as set by the court.  
22 No such liability shall accrue unless ten (10) days' prior notice of  
23 the claimed default has been given to the alleged defaulting party,  
24 and such party may cure the default within that ten (10) day period  
25 without liability for the other party's costs or fees.

26 28. **Execution of Instruments:** The parties agree  
27 that each respectively will execute and deliver to the other upon  
28 request any legal instrument, document of title or other legal  
29 document which may be necessary to carry out the provisions of this

1 Agreement including, but not limited to, the division of property or  
2 confirmation of property set forth in this Agreement.

3           **29. Execution Formalities:** The parties specifically agree  
4 that forthwith upon their execution of this Agreement, their  
5 respective signatures shall be acknowledged by a notary public, in  
6 their presence. The parties further acknowledge that the date which  
7 is set forth on the first page of this Agreement is the actual date on  
8 which they and each of them are signing this Agreement. This  
9 Agreement, or final judgment of dissolution into which this Agreement  
10 has been merged, may be recorded at any time and from time to time by  
11 either party in any place or office authorized by law for the  
12 recording of documents affecting title to or ownership status of  
13 property, real or personal, specifically including, but not limited  
14 to, any county in which either party resided during the marriage or  
15 after a final judgment of dissolution, and any county in which either  
16 party owns or may own real or personal property.

17           **30. Applicable Law:** This Agreement is executed in the  
18 State of California and shall be subject to and interpreted under the  
19 laws of the State of California.

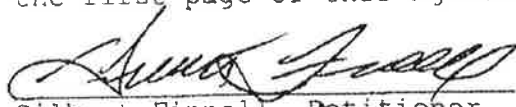
20           **31. Modification, Revocation or Termination:** This  
21 Agreement may be altered, amended, modified, revoked or terminated  
22 only by an instrument in writing expressly referring to this  
23 Agreement, executed and signed by both Husband and Wife, and by no  
24 other means. Each of the parties waives the right to claim, contend  
25 or assert in the future that this Agreement was modified, canceled,  
26 superseded or changed by oral agreement, course of conduct or  
27 estoppel.

28           **32. Invalidity; Severability:** This Agreement has been  
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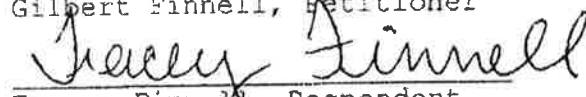
1 jointly negotiated and prepared by counsel for each of the parties and  
2 shall not be construed against either party. If any term, provision  
3 or condition of this Agreement is held by a court of competent  
4 jurisdiction to be invalid, void or unenforceable, the remainder of  
5 the provisions shall remain in full force and effect and shall in no  
6 way be affected, impaired or invalidated.

7 IN WITNESS THEREOF, the parties have executed this Agreement  
8 on the date set forth on the first page of this Agreement.

9 Dated: 7/18/06

  
\_\_\_\_\_  
Gilbert Finnell, Petitioner

11 Dated: 7/18/06

  
\_\_\_\_\_  
Tracey Finnell, Respondent

13 Dated:

\_\_\_\_\_  
Judge of the Superior Court

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EXHIBIT A

1. 2000 Harley Davidson Bike
2. 2003 Harley Davidson Bike
3. Dune Buggy
4. 2005 Truck Chevy 2500 HD
5. Boat 1994 Supra
6. Tools
7. Individual Retirement Accounts in his name  
Heimark, Wells Fargo, Union Bank, Washington Mutual
8. Wells Fargo Bank accounts Gilbert Trucks
9. 31 Foot Extreme Toy Hauler Trailer

EXHIBIT B

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- 9. 2000 Chevy Van
- 10. Furniture
- 11. RHINO vehicle
- 12. Individual Retirement Accounts in her name
- 13. Harley Davidson Trike
- 14. 1994 Chevy K3500

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EXHIBIT C

- 15. Mortgage on La Quinta residence
- 16. Loan on 31 foot extreme toy hauler trailer

PETITIONER: Gilbert Finnell	CASE NUMBER
RESPONDENT: Tracey Finnell	IND

**JOINT LEGAL CUSTODY ATTACHMENT**

- TO  Petition or Application for Order  Findings and Order After Hearing or Judgment  
 Stipulation and Order for Custody and/or Visitation of Children

- The parents will have joint legal custody of the minor children.
- In exercising joint legal custody, the parents will share in the responsibility and confer in good faith on matters concerning the health, education, and welfare of the children. The parents must confer in making decisions on the following matters:
  - Enrollment in or leaving a particular private or public school or daycare center
  - Participation in particular religious activities or institutions
  - Beginning or ending of psychiatric, psychological, or other mental health counseling or therapy
  - Selection of a doctor, dentist, or other health professional (except in emergency situations)
  - Participation in extracurricular activities
  - Out-of-country or out-of-state travel
  - Other (specify):

In all other matters in exercising joint legal custody, the parents may act alone, as long as the action does not conflict with any orders concerning the physical custody of the children.

- If a parent does not obtain the required consent of the other parent to the decisions checked in item 2:
  - He or she may be subject to civil or criminal penalties.
  - The court may change the legal and physical custody of the minor children.
  - Other consequences (specify):
- Special decision-making designation
  - The  petitioner  respondent will be responsible for making decisions regarding the following issues (specify):
  - Each parent will have access to the children's school, medical, and dental records and the right to consult with professionals who are providing services to the children.
- Health-care notification
  - Each parent must notify the other of the name and address of each health practitioner who examines or treats the children; such notification must be made within (specify number): 3 days of the commencement of the first such treatment or examination.
  - Each parent is authorized to take any and all actions necessary to protect the health and welfare of the children, including but not limited to consent to emergency surgical procedures or treatment. The parent authorizing such emergency treatment must notify the other parent as soon as possible of the emergency situation and of all procedures or treatment administered to the children.
  - Both parents are required to administer any prescribed medications for the children.
- School notification. Each parent will be designated as a person the children's school will contact in the event of an emergency.
- Name. Neither parent will change the last name of the children or have a different name used on the children's medical, school, or other records without the written consent of the other parent.
- Other (specify):

PETITIONER: GILBERT FINNELL	CASE NUMBER
RESPONDENT: TRACEY FINNELL	IND

**ADVISEMENT AND WAIVER OF RIGHTS RE: ESTABLISHMENT OF PARENTAL RELATIONSHIP**


- RIGHT TO BE REPRESENTED BY A LAWYER.** I understand that I have the right to be represented by a lawyer of my own choice at my own expense. If I cannot afford a lawyer, I can contact the Lawyer Referral Association of the local bar association or the Family Law Facilitator for assistance.
- RIGHT TO A TRIAL.** I understand that I have a right to have a judge determine whether I am the parent of the children named in this action.
- RIGHT TO CONFRONT AND CROSS-EXAMINE WITNESSES.** I understand that in a trial I have the right to confront and cross-examine the witnesses against me and to present evidence and witnesses in my own defense.
- RIGHT TO HAVE PARENTAGE TESTS.** I understand that, where the law permits, I have the right to have the court order parentage tests. The court will decide who pays for the tests. The court could order that I pay none, some, or all of the costs of the tests.
- OBLIGATIONS.** I understand that if I admit that I am the parent of the children in this action that those children will be my children for legal purposes.
- WAIVER.** I understand that I am admitting that I am the parent of the children named in the stipulation and am giving up the rights stated above (except the right to an attorney if I have an attorney).
- CHILD SUPPORT.** I understand that I will have the duty to contribute to the support of the children named in this action and that this duty of support will continue for each child until the obligation is terminated by law.
- CRIMINAL NON-SUPPORT.** I understand that if I willfully fail to support the children, criminal proceedings may be initiated against me.

- UNDERSTANDING.**
  - I have read and understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.
  - I understand the translation.

IF I AM REPRESENTED BY AN ATTORNEY, I ACKNOWLEDGE THAT MY ATTORNEY HAS READ AND EXPLAINED TO ME THE CONTENTS OF THE STIPULATION, RECITALS, AND WAIVERS, AND I ACKNOWLEDGE THAT I UNDERSTAND THEM.

Date: August 2, 2006

\_\_\_\_\_  
 GILBERT FINNELL  
 (TYPE OR PRINT NAME)

\_\_\_\_\_  
  
 (SIGNATURE OF DECLARANT)

**INTERPRETER'S DECLARATION**

- The  Petitioner  Respondent is unable to read or understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* because:
  - his/her primary language is (specify):
  - other (specify):
- I certify under penalty of perjury under the laws of the State of California that I have, to the best of my ability, read or translated for the  Petitioner  Respondent the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.  Petitioner  Respondent said he or she understood the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* before signing them.

Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME)

\_\_\_\_\_  
 (SIGNATURE OF INTERPRETER)



PETITIONER: GILBERT FINNELL	CASE NUMBER:
RESPONDENT: TRACEY FINNELL	IND


**ADVISEMENT AND WAIVER OF RIGHTS RE: ESTABLISHMENT OF PARENTAL RELATIONSHIP**

- RIGHT TO BE REPRESENTED BY A LAWYER.** I understand that I have the right to be represented by a lawyer of my own choice at my own expense. If I cannot afford a lawyer, I can contact the Lawyer Referral Association of the local bar association or the Family Law Facilitator for assistance.
- RIGHT TO A TRIAL.** I understand that I have a right to have a judge determine whether I am the parent of the children named in this action.
- RIGHT TO CONFRONT AND CROSS-EXAMINE WITNESSES.** I understand that in a trial I have the right to confront and cross-examine the witnesses against me and to present evidence and witnesses in my own defense.
- RIGHT TO HAVE PARENTAGE TESTS.** I understand that, where the law permits, I have the right to have the court order parentage tests. The court will decide who pays for the tests. The court could order that I pay none, some, or all of the costs of the tests.
- OBLIGATIONS.** I understand that if I admit that I am the parent of the children in this action that those children will be my children for legal purposes.
- WAIVER.** I understand that I am admitting that I am the parent of the children named in the stipulation and am giving up the rights stated above (except the right to an attorney if I have an attorney).
- CHILD SUPPORT.** I understand that I will have the duty to contribute to the support of the children named in this action and that this duty of support will continue for each child until the obligation is terminated by law.
- CRIMINAL NON-SUPPORT.** I understand that if I willfully fail to support the children, criminal proceedings may be initiated against me.
- UNDERSTANDING.**
  - I have read and understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.
  - I understand the translation.

IF I AM REPRESENTED BY AN ATTORNEY, I ACKNOWLEDGE THAT MY ATTORNEY HAS READ AND EXPLAINED TO ME THE CONTENTS OF THE STIPULATION, RECITALS, AND WAIVERS, AND I ACKNOWLEDGE THAT I UNDERSTAND THEM.

Date: August 2, 2006


TRACEY FINNELL  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DECLARANT)

**INTERPRETER'S DECLARATION**

- The  Petitioner  Respondent is unable to read or understand the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* because:
  - his/her primary language is (specify):
  - other (specify):
- I certify under penalty of perjury under the laws of the State of California that I have, to the best of my ability, read or translated for the  Petitioner  Respondent the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights*.  Petitioner  Respondent said he or she understood the *Judgment (Uniform Parentage—Custody and Support)* (form FL-250) and this *Advisement and Waiver of Rights* before signing them.

Date:  
  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF INTERPRETER)

PETITIONER/PLAINTIFF: Gilbert Finnell RESPONDENT/DEFENDANT: Tracey Finnell	CASE NUMBER IND
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**CHILD CUSTODY AND VISITATION ORDER ATTACHMENT**

- TO  Findings and Order After Hearing  Judgment  
 Stipulation and Order for Custody and/or Visitation of Children  
 Other (specify):

1.  Custody. Custody of the minor children of the parties is awarded as follows:

Child's name	Date of birth	Legal custody to <small>(person who makes decisions about health, education, etc.)</small>	Physical custody to <small>(person with whom the child lives)</small>
* <del>Shannon</del> Finnell	9/8/1988	Joint	Joint
Judy Finnell	3/11/1992	Joint	Joint

Continued in Attachment 1

2.  Visitation

- a.  Reasonable right of visitation to the party without physical custody (not appropriate in cases involving domestic violence)  
 b.  See the attached \_\_\_\_\_-page document dated (specify date):  
 c.  The parties will go to mediation at (specify location):  
 d.  No visitation  
 e.  Visitation for the  petitioner  respondent will be as follows:

(1)  Weekends starting (date):

*(The first weekend of the month is the first weekend with a Saturday.)*

1st  2nd  3rd  4th  5th weekend of the month

from \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
(day of week) (time)

to \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
(day of week) (time)

(a)  The parents will alternate the fifth weekends, with the  petitioner  respondent having the initial fifth weekend, which starts (date):

(b)  The petitioner will have fifth weekends in  odd  even months.

(2)  Alternate weekends starting (date):

The  petitioner  respondent will have the children with him or her during the period

from \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
(day of week) (time)

to \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
(day of week) (time)

(3)  Weekdays starting (date):

The  petitioner  respondent will have the children with him or her during the period

from \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
(day of week) (time)

to \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m.  
(day of week) (time)

(4)  Other (specify days and times as well as any additional restrictions): As agreed between Husband and Wife

See Attachment 2e(4).

PETITIONER/PLAINTIFF: <b>Gilbert Finnell</b> RESPONDENT/DEFENDANT: <b>Tracey Finnell</b>	CASE NUMBER: <b>IND</b>
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3.  The court acknowledges that criminal protective orders in case number *(specify)*:  
 in *(specify court)*:  
 under Penal Code section 136.2, are current, and have priority of enforcement.
  
4.  Supervised visitation. Until  further order of the court  other *(specify)*:  
 the  petitioner  respondent will have supervised visitation with the minor children according to the schedule set forth on page 1. (You must attach form FL-341(A).)
  
5.  Transportation for visitation
  - a.  Transportation to the visits will be provided by the  petitioner  respondent  
 other *(specify)*:
  - b.  Transportation from the visits will be provided by the  petitioner  respondent  
 other *(specify)*:
  - c.  Drop-off of the children will be at *(address)*:
  - d.  Pick-up of the children will be at *(address)*:
  - e.  The children will be driven only by a licensed and insured driver. The car or truck must have legal child restraint devices.
  - f.  During the exchanges, the parent driving the children will wait in the car and the other parent will wait in his or her home while the children go between the car and the home.
  - g.  Other *(specify)*:
  
6.  Travel with children. The  petitioner  respondent  other *(name)*:  
 must have written permission from the other parent or a court order to take the children out of
  - a.  the state of California.
  - b.  the following counties *(specify)*:
  - c.  other places *(specify)*:
  
7.  Child abduction prevention. There is a risk that one of the parents will take the children out of California without the other parent's permission. Form FL-341(B) is attached and must be obeyed.
  
8.  Holiday schedule. The children will spend holiday time as listed in the attached  form FL-341(C)  
 other *(specify)*:
  
9.  Additional custody provisions. The parents will follow the additional custody provisions listed in the attached  
 form FL-341(D)  other *(specify)*:
  
10.  Joint legal custody. The parents will share joint legal custody as listed in the attached  form FL-341(E)  
 other *(specify)*:
  
11.  Other *(specify)*:
  
12. Jurisdiction. This court has jurisdiction to make child custody orders in this case under the Uniform Child Custody Jurisdiction and Enforcement Act (part 3 of the California Family Code, commencing with section 3400).
13. Notice and opportunity to be heard. The responding party was given notice and an opportunity to be heard, as provided by the laws of the State of California.
14. Country of habitual residence. The country of habitual residence of the child or children in this case is  
 the United States  other *(specify)*:
15. Penalties for violating this order. If you violate this order, you may be subject to civil or criminal penalties, or both.

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## Attachments

### Attachment 1

Name: Tammy Finnell  
Date of Birth: July 17, 1996  
Legal Custody to: Joint  
Physical Custody to: Joint

ATTACHMENT TO JUDGMENT FL-180  
IN THE MARRIAGE OF FINNELL

CASE NUMBER: IND

**THIS MARITAL SETTLEMENT AGREEMENT IS ORDERED  
INCORPORATED INTO AND MADE PART OF THIS JUDGMENT  
AND THE PARTIES ARE ORDERED TO COMPLY WITH ALL OF  
THE EXECUTORY TERMS.**

Dale R. Wells

Judge/Commissioner

NOV 09 2006

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JAMES A. JACKSON, ESQ. (SBN 134206)  
LAW OFFICES OF JAMES A. JACKSON  
45-200 Club Drive, Suite B  
Indian Wells, California 92210  
Telephone: (760) 360-5222  
Facsimile: (760) 360-3321

Attorneys for Respondent, TRACEY FINNELL

FILED

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAR 14 2007

MAR 14 2007

A. SKELTON

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
INDIO JUDICIAL DISTRICT**

GILBERT FINNELL,  
Petitioner,

v.

TRACEY FINNELL,  
Respondent.

CASE NO.: IND 090171

**DECLARATION OF RESPONDENT,  
TRACEY FINNELL**

I, TRACEY FINNELL, declare as follows:

I, hereby declare that I am the Respondent in the above matter and if called to testify, can and will competently testify to the following facts and circumstances of which I have personal knowledge. I submit this sworn declaration in support of my Notice of Motion:

I am respectfully requesting that the Court Set Aside the Default Judgment and the attached Marital Settlement Agreement filed on November 13, 2006 based upon mistake, inadvertence, surprise and/or excusable neglect. I signed the Marital Settlement Agreement without knowledge of what I was doing or what I was signing. I have a severe disability, as I have lost all of my hearing. Furthermore, I am disabled by the fact that I have stage four cancer and suffer almost every day from it. During our separation, I could not afford an attorney to assist me in my divorce. To date, I still cannot afford an attorney. The Law Office of James A. Jackson is currently financing this litigation for me, until I can get an award of Attorneys Fees.

1 This is not the standard practice of their office, but my case is so exceptional, they agreed to help  
2 me any way they could.

3 I have been informed by my doctor's that I need money in order to live. I need support  
4 and other assets in order to pay for proper medical treatment. Petitioner never had health  
5 insurance during our marriage, and I am left to scrape pennies together so I can afford  
6 chemotherapy. I feel that Petitioner committed fraud against me, as I do not know the values of  
7 any of our properties or assets. Nor do I know what his income is. He had never filed an Income  
8 and Expense Declaration or a Schedule of Assets and Debts for my review. He has never served  
9 me with a copy of these documents. In fact, he never provided me with a copy of the Marital  
10 Settlement Agreement I signed. I had to take his copy in order to show my attorney's office  
11 what the document stated. The Marital Settlement Agreement and the Default Judgment are  
12 absolutely inequitable and should be set aside.

13 Petitioner and I were married for over twenty (20) years. We had four (4) children  
14 together. Towards the end of our marriage, Petitioner had an affair, and decided to leave me  
15 when I needed him the most. We currently have two minor children, who reside with me nearly  
16 100% percent of the time. I was a housewife all throughout our marriage, with very limited  
17 forms of employment. At one time, I worked as box girl in the supermarket. Being completely  
18 deaf, I struggle on a daily basis to get by. Also, having been diagnosed with colon and liver  
19 cancer, I am in severe pain and am often sick from my treatment. I am in stage four and it may  
20 be terminal. I have been told I need the "better" form of chemotherapy, than that of which I am  
21 receiving. I have been told that this "better" treatment is very expensive and that I cannot afford  
22 it under the current Default Judgment and Marital Settlement Agreement. I can honestly say that  
23 I need spousal support and a proper division of our assets in order to survive. I did not know I  
24 was giving this right up by signing the document. I know that I have not been feeling well for a  
25 long time and do not have the strength to take this matter on by myself. I am fortunate now to  
26 have some assistance.

27 People have asked me why I am pursuing this matter if I am so close to death. The  
28 answer is, this is my only chance at survival. I simply cannot afford the treatment I need to  
survive. I need to be here for my children. I am in disbelief that the man who was once my  
husband, and is the father of our four (4) children could do this to me.

I do not have any money to pay my attorneys at this time. The Law Office of James A.  
Jackson has taken my case on without any retainer agreement. They will not receive any money

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from me unless the Court orders Attorneys Fees to me. I am respectfully requesting that Petitioner pay my attorneys fees under the circumstances.

Lastly, I request the exclusive use of our home located at 78-590 Estello Court, La Quinta, California and an order for Petitioner to pay the mortgage on said property. Petitioner and I are currently attempting to sale the property. I will maintain it properly until it is sold.

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

Date: 3/1/07

Tracey Finnell  
TRACEY FINNELL, Respondent



3/1/07

FL-301

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 JAMES A. JACKSON (SBN 134206)  
 LAW OFFICE OF JAMES A. JACKSON  
 45-200 CLUB DRIVE, SUITE B  
 INDIAN WELLS, CA 92201  
 TELEPHONE NO: (760) 360-5222 FAX NO (Optional) (760) 360-3321  
 E-MAIL ADDRESS (Optional)

FOR COURT USE ONLY

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF RIVERSIDE  
 MAR 14 2007  
 A. SKELTON

LSA  
MAR 14 2007

ATTORNEY FOR (Name): TRACEY FINNELL  
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
 STREET ADDRESS: 46-200 CLUB DRIVE  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: INDIO, CA 92201  
 BRANCH NAME DESERT JUDICIAL DISTRICT

PETITIONER/PLAINTIFF: GILBERT FINNELL  
 RESPONDENT/DEFENDANT: TRACEY FINNELL

NOTICE OF MOTION  
 Child Custody  
 Child Support  
 Attorney Fees and Costs  
 MODIFICATION  
 Visitation  
 Spousal Support  
 Injunctive Order  
 Other (specify):  
 SET ASIDE DEFAULT JUDGMENT+MSA

CASE NUMBER:  
 IND 090171

1. TO (name): GILBERT FINNELL  
 2. A hearing on this motion for the relief requested in the attached application will be held as follows:

a. Date: 4/10/2007 Time: 8:00 am  Dept: 3M  Rm.:

b. Address of court  same as noted above  other (specify):

3. Supporting attachments:  
 a.  Completed Application for Order and Supporting Declaration (form FL-310) and a blank Responsive Declaration (form FL-320)  
 b.  Completed Income and Expense Declaration (form FL-150) and a blank Income and Expense Declaration  
 c.  Completed Financial Statement (Simplified) (form FL-155) and a blank Financial Statement (Simplified)  
 d.  Completed Property Declaration (form FL-160) and a blank Property Declaration  
 e.  Points and authorities  
 f.  Other (specify):

Date: FEBRUARY 1, 2007  
 NATALIE S. KELLER (TYPE OR PRINT NAME)  (SIGNATURE)

**ORDER**

4.  Time for  service  hearing is shortened. Service must be on or before (date):  
 5. Any responsive declaration must be served on or before (date):  
 6. If child custody or visitation is an issue in this proceeding, Family Code section 3170 requires mediation before or concurrently with the hearing listed above. The parties are ordered to attend orientation and mandatory custody services as follows:

Date: \_\_\_\_\_ JUDICIAL OFFICER

**NOTICE:** If you have children from this relationship, the court is required to order payment of child support based on the incomes of both parents. The amount of child support can be large. It normally continues until the child is 18. You should supply the court with information about your finances. Otherwise, the child support order will be based on the information supplied by the other parent.

You do not have to pay any fee to file declarations in response to this Notice of Motion (including a completed Income and Expense Declaration (form FL-150) or Financial Statement (Simplified) (form FL-155) that will show your finances). In the absence of an order shortening time, the original of the responsive declaration must be filed with the court and a copy served on the other party at least nine court days before the hearing date. Add five calendar days if you serve by mail within California. (See Code of Civil Procedure 1005 for other situations.) To determine court and calendar days, go to [www.courtinfo.ca.gov/selfhelp/courtcalendars/](http://www.courtinfo.ca.gov/selfhelp/courtcalendars/).

PETITIONER/PLAINTIFF: GILBERT FINNELL	CASE NUMBER:
RESPONDENT/DEFENDANT: TRACEY FINNELL	IND 090171

## 7. PROOF OF SERVICE BY MAIL

a. I am at least age 18, **not a party to this action**, and am a resident or employed in the county where the mailing took place. My residence or business address is: 45-200 CLUB DRIVE, SUITE B  
INDIAN WELLS, CA 92210

b. I served copies of the following documents by enclosing them in a sealed envelope with postage fully prepaid, depositing them in the United States mail as follows: NOTICE OF MOTION, APPLICATION FOR ORDER, RESPONSE, BLANK RESPONSIVE DECLARATION, SCHEDULE OF ASSETS AND DEBTS

## (1) Papers served:

- (a) *Notice of Motion* and a completed *Application for Order and Supporting Declaration* (form FL-310) and a blank *Responsive Declaration* (form FL-320)
- (b)  Completed *Income and Expense Declaration* (form FL-150) and a blank *Income and Expense Declaration*
- (c)  Completed *Financial Statement (Simplified)* (form FL-155) and a blank *Financial Statement (Simplified)*
- (d)  Completed *Property Declaration* (form FL-160) and a blank *Property Declaration*
- (e)  Points and authorities
- (f) Other (specify):

## (2) Manner of service:

- (a) Date of deposit: FEBRUARY 1, 2007
- (b) Place of deposit (city and state): INDIAN WELLS, CA
- (c) Addressed as follows: GILBERT FINNELL  
78-590 ESTELLO COURT, LA QUINTA, CA 92253

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

Date: FEBRUARY 1, 2007

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

**Request for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for Request for Accommodations by Persons With Disabilities and Response (Form MC-410). (Civil Code, § 54.8.)

PETITIONER/PLAINTIFF: GILBERT FINNELL	CASE NUMBER:
RESPONDENT/DEFENDANT: TRACEY FINNELL	IND 090171

7. PROOF OF SERVICE BY MAIL

- a. I am at least age 18, **not a party to this action**, and am a resident or employed in the county where the mailing took place. My residence or business address is: 45-200 CLUB DRIVE, SUITE B INDIAN WELLS, CA 92210
- b. I served copies of the following documents by enclosing them in a sealed envelope with postage fully prepaid, depositing them in the United States mail as follows: NOTICE OF MOTION, APPLICATION FOR ORDER, RESPONSE, BLANK RESPONSIVE DECLARATION, INCOME AND EXPENSE DECLARATION, BLANK I&E
- (1) Papers served:
- (a) *Notice of Motion* and a completed *Application for Order and Supporting Declaration* (form FL-310) and a blank *Responsive Declaration* (form FL-320)
  - (b)  Completed *Income and Expense Declaration* (form FL-150) and a blank *Income and Expense Declaration*
  - (c)  Completed *Financial Statement (Simplified)* (form FL-155) and a blank *Financial Statement (Simplified)*
  - (d)  Completed *Property Declaration* (form FL-160) and a blank *Property Declaration*
  - (e)  Points and authorities
  - (f) Other (*specify*):


(2) Manner of service:

- (a) Date of deposit: 3/8/07 2007
- (b) Place of deposit (*city and state*): INDIAN WELLS, CA
- (c) Addressed as follows: GILBERT FINNELL  
78-590 ESTELLO COURT, LA QUINTA, CA 92253

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

Date: 3/8/07

DEVON ROWE  
\_\_\_\_\_  
(TYPE OR PRINT NAME)

  
\_\_\_\_\_  
(SIGNATURE OF DECLARANT)



**Request for Accommodations**  
Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8.)

PETITIONER: GILBERT FINNELL  
RESPONDENT: TRACEY FINNELL

CASE NUMBER  
IND 090171

APPLICATION FOR ORDER AND SUPPORTING DECLARATION  
—THIS IS NOT AN ORDER—

Petitioner  Respondent  Claimant requests the following orders:  
1.  CHILD CUSTODY  To be ordered pending the hearing

- a. Child (name, age)
- b. Legal custody to  
(person who makes decisions about health, education, etc.) (name)
- c. Physical custody to  
(person with whom child lives.) (name)

JUDY FINNELL  
TAMMY FINNELL

Modify existing order  
(1) filed on (date):  
(2) ordering (specify):

As requested in form  FL-311  FL-312  FL-341(C)  FL-341(D)  FL-341(E)

2.  CHILD VISITATION  To be ordered pending the hearing  
a. As requested in: (1)  Attachment 2a (2)  Form FL-311 (3)  Other (specify):

b.  Modify existing order  
(1) filed on (date):  
(2) ordering (specify):

c.  One or more domestic violence restraining/protective orders are now in effect. (Attach a copy of the orders if you have one.) The orders are from the following court or courts (specify county and state):

- (1)  Criminal: County/state: \_\_\_\_\_ (3)  Juvenile: County/state: \_\_\_\_\_  
Case No. (if known): \_\_\_\_\_ Case No. (if known): \_\_\_\_\_
- (2)  Family: County/state: \_\_\_\_\_ (4)  Other: County/state: \_\_\_\_\_  
Case No. (if known): \_\_\_\_\_ Case No. (if known): \_\_\_\_\_

3.  CHILD SUPPORT (An earnings assignment order may be issued.)  
a. Child (name, age) b. Monthly amount (if not by guideline)

JUDY FINNELL \$ GUIDELINE  
TAMMY FINNELL GUIDELINE

c.  Modify existing order  
(1) filed on (date): 11/13/06  
(2) ordering (specify): \$1200; \$600 PER CHILD, PER MONTH

4.  SPOUSAL OR PARTNER SUPPORT (An earnings assignment order may be issued.)

- a.  Amount requested (monthly): \$ GUIDELINE
- b.  Terminate existing order  
(1) filed on (date):  
(2) ordering (specify):
- c.  Modify existing order  
(1) filed on (date): 11/13/06  
(2) ordering (specify): 0

5.  ATTORNEY FEES AND COSTS a.  Fees: \$ 10,000 b.  Costs: \$ ACTUAL

**NOTE: To obtain domestic violence restraining orders, you must use the forms Request for Order (Domestic Violence Prevention) (form DV-100) and Temporary Restraining Order and Notice of Hearing (Domestic Violence Prevention) (form DV-110).**

PETITIONER: GILBERT FINNELL RESPONDENT: TRACEY FINNELL	CASE NUMBER: IND 090171
---	----------------------------

6.  PROPERTY RESTRAINT  To be ordered pending the hearing
- a. The  petitioner  respondent  claimant is restrained from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, except in the usual course of business or for the necessities of life.
- The applicant will be notified at least five business days before any proposed extraordinary expenditures, and an accounting of such will be made to the court.
- b.  Both parties are restrained and enjoined from cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties or their minor children.
- c.  Neither party may incur any debts or liabilities for which the other may be held responsible, other than in the ordinary course of business or for the necessities of life.

7.  PROPERTY CONTROL  To be ordered pending the hearing
- a.  The petitioner  respondent is given the exclusive temporary use, possession, and control of the following property that we own or are buying (specify): 78-590 Estelo Court, La Quinta, CA

b.  The petitioner  respondent is ordered to make the following payments on liens and encumbrances coming due while the order is in effect:

Debt	Amount of payment	Pay to
Mortgage payment on Estelo Home in La Quinta		

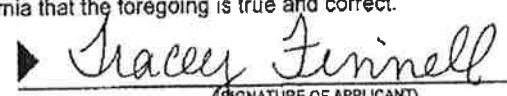
8.  I request that time for service of the Order to Show Cause and accompanying papers be shortened so that these documents may be served no less than (specify number): \_\_\_\_\_ days before the time set for the hearing. I need to have the order shortening time because of the facts specified in the attached declaration.

9.  OTHER RELIEF (specify): SET ASIDE DEFAULT JUDGMENT AND MARITAL SETTLEMENT AGREEMENT

10.  FACTS IN SUPPORT of relief requested and change of circumstances for any modification are (specify):  contained in the attached declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  
 Date: JANUARY 31, 2007

TRACEY FINNELL  
 (TYPE OR PRINT NAME)

  
 (SIGNATURE OF APPLICANT)

32440

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>Law offices of James A Jackson</b> <b>45-200 Club or Ste B Indian Wells CA 92210</b> TELEPHONE NO. <b>(760) 360-5222</b> FAX NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>Tracey Finnell</b>		FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE  <b>MAR 14 2007</b>  <b>A. SKELTON</b>  CASE NUMBER: <b>IND0090171</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: <b>46-200 OASIS STREET</b> MAILING ADDRESS: <b>46-200 OASIS STREET</b> CITY AND ZIP CODE: <b>INDIO, CA 92201</b> BRANCH NAME: <b>DESERT BRANCH</b>		
PLAINTIFF/ PETITIONER: <b>Gilbert Finnell</b> DEFENDANT/ RESPONDENT: <b>Tracey Finnell</b>		

MAR 14 2007

**ORDER ON APPLICATION FOR WAIVER OF COURT FEES AND COSTS**

- The application was filed on (date): **MAR 14 2007**  A previous order was issued on (date):
- The application was filed by (name): **Tracey Finnell**  in whole  in part (complete item 4 below)
- IT IS ORDERED that the application is granted  in whole  in part (complete item 4 below)
  - No payments. Payment of all the fees and costs listed in California Rules of Court, rule 3.61, is waived.
  - The applicant shall pay all the fees and costs listed in California Rules of Court, rule 3.61, EXCEPT the following:
 

(1) <input type="checkbox"/> Filing papers.	(6) <input type="checkbox"/> Sheriff and marshal fees.
(2) <input type="checkbox"/> Certification and copying.	(7) <input type="checkbox"/> Reporter's fees* (valid for 60 days).
(3) <input type="checkbox"/> Issuing process and certification.	(8) <input type="checkbox"/> Telephone appearance (Gov. Code, § 68070.1 (c))
(4) <input type="checkbox"/> Transmittal of papers.	(9) <input type="checkbox"/> Other (specify code section):
(5) <input type="checkbox"/> Court-appointed interpreter.	

Reporter's fees are per diem pursuant to Code Civ. Proc., §§ 269, 274c. and Gov. Code, §§ 69947, 69948, and 72195.
  - Method of payment.** The applicant shall pay all the fees and costs when charged, EXCEPT as follows:
 

(1) <input type="checkbox"/> Pay (specify):	percent.	(2) <input type="checkbox"/> Pay: \$	per month or more until the balance is paid.
---	----------	--------------------------------------	--
  - The clerk of the court, county financial officer, or appropriate county officer is authorized to require the applicant to appear before and be examined by the court no sooner than four months from the date of this order. and not more than once in any four-month period.  The applicant is ordered to appear in this court as follows for review of his or her financial status:
 

Date:	Time:	Dept.:	Div.:	Room:
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  - The clerk is directed to mail a copy of this order only to the applicant's attorney or to the applicant if not represented
  - All unpaid fees and costs shall be deemed to be taxable costs if the applicant is entitled to costs and shall be a lien on any judgment recovered by the applicant and shall be paid directly to the clerk by the judgment debtor upon such recovery.**
- IT IS ORDERED that the application is denied  in whole  in part for the following reasons (see Cal. Rules of Court, rules 3.50-3.63):
  - Monthly household income exceeds guidelines (Gov. Code, § 68511.3(a)(6)(B); form FW-001-INFO).
  - Other (Complete line 4b on page 2).
  - The applicant shall pay any fees and costs due in this action within 10 days from the date of service of this order or any paper filed by the applicant with the clerk will be of no effect.
  - The clerk is directed to mail a copy of this order to all parties who have appeared in this action.
- IT IS ORDERED that a hearing be held.
  - The substantial evidentiary conflict to be resolved by the hearing is (specify):
  - The applicant should appear in this court at the following hearing to help resolve the conflict:
 

Date:	Time:	Dept.:	Div.:	Room:
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  - The address of the court is (specify):
  Same as above
  - The clerk is directed to mail a copy of this order only to the applicant's attorney or to the applicant if not represented.

EXP 7-1307

**NOTICE: If item 3d or item 5b is filled in and the applicant does not attend the hearing, the court may revoke or change the order or deny the application without considering information the applicant wants the court to consider.**

**WARNING: The applicant must immediately tell the court if he or she becomes able to pay court fees or costs during this action. The applicant may be ordered to appear in court and answer questions about his or her ability to pay fees or costs.**

Date: **MAR 14 2007**

Clerk, by **A. Skelton**, Deputy

PLAINTIFF/PETITIONER (Name): <u>Finnell</u>	CASE NUMBER: <u>IND090171</u>
DEFENDANT/RESPONDENT (Name): <u>Finnell</u>	

4b  Application is denied in whole or in part (specify reasons):

### CLERK'S CERTIFICATE OF MAILING

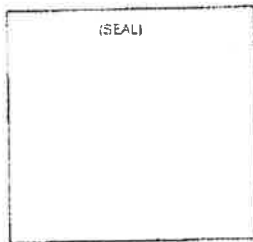
I certify that I am not a party to this cause and that a true copy of the foregoing was mailed first class, postage prepaid, in a sealed envelope addressed as shown below, and that the mailing of the foregoing and execution of this certificate occurred at \_\_\_\_\_, California,

(place): INDIO  
on (date):

MAR 14 2007

Clerk, by [Signature], Deputy

Law offices of James Jackson 45200 Club Dr Ste B Indian Wells CA 92210	
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### CLERK'S CERTIFICATE

I certify that the foregoing is a true and correct copy of the original on file in my office.

Date: \_\_\_\_\_ Clerk, by \_\_\_\_\_, Deputy

37-10

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JAMES A. JACKSON, ESQ. (SBN 134206)  
LAW OFFICES OF JAMES A. JACKSON  
45-200 Club Drive, Suite B  
Indian Wells, California 92210  
Telephone: (760) 360-5222  
Facsimile: (760) 360-3321

Attorneys for Respondent, TRACEY FINNELL

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAR 14 2007

MAR 14 2007

A. SKELTON

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
INDIO JUDICIAL DISTRICT

GILBERT FINNELL,  
Petitioner,

v.

TRACEY FINNELL,  
Respondent.

CASE NO.: IND 090171

MEMORANDUM OF POINTS AND  
AUTHORITIES RE: SETTING  
ASIDE A DEFAULT JUDGMENT  
AND MARITAL SETTLEMENT  
AGREEMENT, AND REQUEST  
FOR ATTORNEYS FEES.

**I. RELIEF FROM JUDGMENT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE  
SECTION 473**

A party may seek relief under California Code of Civil Procedure (CCP) Section 473, from a judgment, dismissal, order, or other proceeding entered as a result of his or her mistake, inadvertence, surprise or excusable neglect. The application for relief under CCP 473 must be made within a reasonable time, not to exceed six months after entry of default and must be accompanied by a responsive pleading sought to be filed in the case.

While relief requested from CCP 473 is usually from the entry of a default or default Judgment, the statute also permits setting aside of Marital Settlement Agreements. *See Marriage of Testa* (1983) 149 CA3d 319, 321, 196 CR 780, 782.

When the Judgment from which relief is sought under CCP 473 is based upon the parties Stipulated Judgment, the vacation of the judgment necessarily sets aside the underlying



1 Stipulation. See *Marriage of Jones* (1987) 154 CA3d 1051, 1072, 202 CR 116, 131. This case  
2 requires that a motion to set aside judgment based on a marital settlement agreement must  
3 include a motion to set aside the Agreement.

4 Relief may be granted under CCP 473 on the basis of a party's mistake, inadvertence, surprise or  
5 excusable neglect. A mistake of fact as well as a mistake of law will justify relief. A mistake of  
6 fact exists when a person believes the facts to be other than they are. A mistake of law occurs  
7 when a party misunderstands the legal consequences of known facts. See *Marriage of Jacobs*  
8 (1982) 128 CA3d 273, 286, 180 CR 234, 241.

9 Surprise of inadvertence may result when a party is unexpectedly placed in a situation to his or  
10 her detriment, through no fault of their own. See *Miller v. Lee* (1942) 52 CA2d 10, 16, 125 P2d  
11 627, 631.

12 Disability is often a basis for granting relief on the ground of excusable neglect. See *Marriage of*  
13 *Kerry* (1984) 158 CA3d, 456, 204 CR 660 (mental confusion); *Buck v. Buck* (1954) 126 CA2d,  
14 137, 271 P2d 628 (inability to understand or speak English); *Fink & Schindler Co. v. Gavros*  
15 (1925) 72 CA 688, 237, P 1083 (illness), *Stone v. McWilliams* (1919) 43 CA 490, 185 P 478  
16 (age, blindness, illiteracy).

17  
18 Although CCP Section 473 does not specifically refer to fraud as an independent basis for relief,  
19 the court may nonetheless grant relief under the statute on grounds for fraud, whether extrinsic or  
20 intrinsic.

## 21 II. ANALYSIS

22 Respondent entered into the Marital Settlement Agreement based upon her mistake,  
23 inadvertence, surprise or excusable neglect.

24 Respondent had a mistaken belief as to the assets the parties acquired together.  
25 Respondent was never advised of the total amount of community assets, and Respondent will  
26 have to conduct formal discovery to ascertain the true nature of all the community assets.

27 Respondent inadvertently entered into the Marital Settlement Agreement, as she did not  
28 understand the legal effect of the document she was signing.

1 Respondent was surprised by the dissolution of marriage proceeding, and signed the  
2 Marital Settlement Agreement under duress, undue influence, and lack of mental capacity.  
3 Respondent struggled with her health issues and her inability to effectively communicate her  
4 concerns to Petitioner regarding the inequitable division of assets and spousal support waiver.

5 Respondent did not have the assistance of an attorney, nor was she advised to seek the  
6 legal assistance of an attorney. Respondent suffers from a severe physical handicap as she is  
7 totally deaf and unable to communicate effectively on her own. Additionally, Respondent, at the  
8 time of the signing of the Marital Settlement Agreement was suffering from a terminal cancer  
9 and undergoing chemotherapy. Respondent continues to receive chemotherapy and needs  
10 immediate financial assistance at this time.

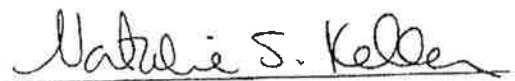
11 Lastly, the Marital Settlement Agreement has many errors and omissions that should be  
12 included to properly address all issues before the Court. The errors include, but are not limited  
13 to:

- 14 1. The date of marriage of the parties, Page #3 of #27 of the Marital Settlement Agreement;
- 15 2. The date of separation of the parties, Page #3 of #27 of the Marital Settlement  
16 Agreement;
- 17 3. The number of minor children the parties have from this marriage, Page #3 of #27 of the  
18 Marital Settlement Agreement;
- 19 4. The case number of the above entitled matter, page #4 of #27 of the Marital Settlement  
20 Agreement;
- 21 5. The fact that the Marital Settlement Agreement states that both parties are in good health  
22 and that neither party has any known illness, disability, or physical conditions which  
23 renders the other person incapable of gainful employment;

### 24 III. CONCLUSION

25 Based upon the aforementioned facts and circumstances, the Default Judgment and  
26 Marital Settlement Agreement shall be set aside.

27 Date: 3/5/07

28   
NATALIE S. KELLER,  
Attorney at Law

3-4-10

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, County, City, and address):  
 Natalie S. Keller, Esq. (SBN 224972)  
 James A. Jackson, Esq. (SBN 134206)  
 LAW OFFICES OF JAMES A JACKSON  
 45-200 Club Drive, Suite B  
 Indian Wells, California 92210  
 TELEPHONE NO.: (760) 360-5222  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name) TRACEY FINNELL

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
 STREET ADDRESS: 46-200 OASIS ST.  
 MAILING ADDRESS: SAME  
 CITY AND ZIP CODE: INDIO, CA 92201  
 BRANCH NAME:

PETITIONER/PLAINTIFF: GILBERT FINNELL  
 RESPONDENT/DEFENDANT: TRACEY FINNELL  
 OTHER PARENT/CLAIMANT:

**INCOME AND EXPENSE DECLARATION**

FOR COURT USE ONLY

FILED  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF RIVERSIDE  
 MAR 14 2007  
 A. SKELTON

CASE NUMBER:  
 IND090171

MAR 14 2007

1. Employment (Give information on your current job or, if you're unemployed, your most recent job.)

Attach copies of your pay stubs for last two months here (black out social security numbers).

- a. Employer: ALBERTSON
- b. Employer's address: PALM DESERT, CA
- c. Employer's phone number:
- d. Occupation: SUPERMARKET BAGGER
- e. Date job started: 9-2005
- f. If unemployed, date job ended: 5-2006
- g. I work about \_\_\_\_\_ hours per week.
- h. I get paid \$ VARIES gross (before taxes)  per month  per week  per hour.

(If you have more than one job, attach an 8 1/2-by-11-inch sheet of paper and list the same information as above for your other jobs. Write "Question 1—Other Jobs" at the top.)

2. Age and education

- a. My age is (specify): 46
- b. I have completed high school or the equivalent:  Yes  No If no, highest grade completed (specify):
- c. Number of years of college completed (specify): \_\_\_\_\_ Degree(s) obtained (specify):
- d. Number of years of graduate school completed (specify): \_\_\_\_\_ Degree(s) obtained (specify):
- e. I have:  professional/occupational license(s) (specify):  
 vocational training (specify):

3. Tax information

- a.  I last filed taxes for tax year (specify year): 2005
- b. My tax filing status is  single  head of household  married, filing separately  
 married, filing jointly with (specify name): GILBERT FINNELL
- c. I file state tax returns in  California  other (specify state):
- d. I claim the following number of exemptions (including myself) on my taxes (specify): I DO NOT REMEMBER

4. Other party's income. I estimate the gross monthly income (before taxes) of the other party in this case at (specify): \$ UNKNOWN This estimate is based on (explain):

(If you need more space to answer any questions on this form, attach an 8 1/2-by-11-inch sheet of paper and write the question number before your answer.) Number of pages attached: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the information contained on all pages of this form and any attachments is true and correct.

Date: 2/7/07

TRACEY FINNELL  
(TYPE OR PRINT NAME)

*Tracey Finnell*  
(SIGNATURE OF DECLARANT)

PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT/CLAIMANT:	CASE NUMBER: IND090171
---	---------------------------

Attach copies of your pay stubs for the last two months and proof of any other income. Take a copy of your latest federal tax return to the court hearing. (Black out your social security number on the pay stub and tax return.)

5. Income (For average monthly, add up all the income you received in each category in the last 12 months and divide the total by 12.)

	Last month	Average monthly
a. Salary or wages (gross, before taxes) .....	\$ 0.00	0.00
b. Overtime (gross, before taxes) .....	\$ 0.00	0.00
c. Commissions or bonuses .....	\$ 0.00	0.00
d. Public assistance (for example: TANF, SSI, GA/GR) <input type="checkbox"/> currently receiving .....	\$ 0.00	0.00
e. Spousal support <input type="checkbox"/> from this marriage <input type="checkbox"/> from a different marriage .....	\$ 0.00	0.00
f. Partner support <input type="checkbox"/> from this domestic partnership <input type="checkbox"/> from a different domestic partnership .....	\$ 0.00	0.00
g. Pension/retirement fund payments .....	\$ 0.00	0.00
h. Social security retirement (not SSI) .....	\$ 0.00	0.00
i. Disability: <input type="checkbox"/> Social security (not SSI) <input type="checkbox"/> State disability (SDI) <input type="checkbox"/> Private insurance .....	\$ 0.00	0.00
j. Unemployment compensation .....	\$ 0.00	0.00
k. Workers' compensation .....	\$ 0.00	0.00
l. Other (military BAQ, royalty payments, etc.) (specify): .....	\$ 0.00	0.00

6. Investment income (Attach a schedule showing gross receipts less cash expenses for each piece of property.)

a. Dividends/interest .....	\$ 0.00	0.00
b. Rental property income .....	\$ 0.00	0.00
c. Trust income .....	\$ 0.00	0.00
d. Other (specify): .....	\$ 0.00	0.00

7. Income from self-employment, after business expenses for all businesses  
 I am the  owner/sole proprietor  business partner  other (specify):  
 Number of years in this business (specify):  
 Name of business (specify):  
 Type of business (specify):

Attach a profit and loss statement for the last two years or a Schedule C from your last federal tax return. Black out your social security number. If you have more than one business, provide the information above for each of your businesses.

8.  Additional income. I received one-time money (lottery winnings, inheritance, etc.) in the last 12 months (specify source and amount):  
 9.  Change in income. My financial situation has changed significantly over the last 12 months because (specify):

10. Deductions

	Last month	
a. Required union dues .....	\$ 0.00	
b. Required retirement payments (not social security, FICA, 401(k), or IRA) .....	\$ 0.00	
c. Medical, hospital, dental, and other health insurance premiums (total monthly amount) .....	\$ 0.00	
d. Child support that I pay for children from other relationships .....	\$ 0.00	
e. Spousal support that I pay by court order from a different marriage .....	\$ 0.00	
f. Partner support that I pay by court order from a different domestic partnership .....	\$ 0.00	
g. Necessary job-related expenses not reimbursed by my employer (attach explanation labeled "Question 10g") .....	\$ 0.00	

11. Assets

		Total
a. Cash and checking accounts, savings, credit union, money market, and other deposit accounts .....	\$ 0.00	\$ 0.00
b. Stocks, bonds, and other assets I could easily sell .....	\$	UNKNOWN
c. All other property, <input type="checkbox"/> real and <input type="checkbox"/> personal (estimate fair market value minus the debts you owe) .....	\$	UNKNOWN

PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT/CLAIMANT:	CASE NUMBER: IND090171
---	---------------------------

Attach copies of your pay stubs for the last two months and proof of any other income. Take a copy of your latest federal tax return to the court hearing. (Black out your social security number on the pay stub and tax return.)

5. **Income** (For average monthly, add up all the income you received in each category in the last 12 months and divide the total by 12.)

	Last month	Average monthly
a. Salary or wages (gross, before taxes) .....	\$ 0.00	0.00
b. Overtime (gross, before taxes) .....	\$ 0.00	0.00
c. Commissions or bonuses .....	\$ 0.00	0.00
d. Public assistance (for example: TANF, SSI, GA/GR) <input type="checkbox"/> currently receiving .....	\$ 0.00	0.00
e. Spousal support <input type="checkbox"/> from this marriage <input type="checkbox"/> from a different marriage .....	\$ 0.00	0.00
f. Partner support <input type="checkbox"/> from this domestic partnership <input type="checkbox"/> from a different domestic partnership .....	\$ 0.00	0.00
g. Pension/retirement fund payments .....	\$ 0.00	0.00
h. Social security retirement (not SSI) .....	\$ 0.00	0.00
i. Disability: <input type="checkbox"/> Social security (not SSI) <input type="checkbox"/> State disability (SDI) <input type="checkbox"/> Private insurance .....	\$ 0.00	0.00
j. Unemployment compensation .....	\$ 0.00	0.00
k. Workers' compensation .....	\$ 0.00	0.00
l. Other (military BAQ, royalty payments, etc.) (specify): .....	\$ 0.00	0.00

6. **Investment income** (Attach a schedule showing gross receipts less cash expenses for each piece of property.)

a. Dividends/interest .....	\$ 0.00	0.00
b. Rental property income .....	\$ 0.00	0.00
c. Trust income .....	\$ 0.00	0.00
d. Other (specify): .....	\$ 0.00	0.00

7. **Income from self-employment, after business expenses for all businesses**  
 I am the  owner/sole proprietor  business partner  other (specify):  
 Number of years in this business (specify):  
 Name of business (specify):  
 Type of business (specify):

Attach a profit and loss statement for the last two years or a Schedule C from your last federal tax return. Black out your social security number. If you have more than one business, provide the information above for each of your businesses.

8.  **Additional income.** I received one-time money (lottery winnings, inheritance, etc.) in the last 12 months (specify source and amount):

9.  **Change in income.** My financial situation has changed significantly over the last 12 months because (specify):

10. **Deductions**

	Last month
a. Required union dues .....	\$ 0.00
b. Required retirement payments (not social security, FICA, 401(k), or IRA) .....	\$ 0.00
c. Medical, hospital, dental, and other health insurance premiums (total monthly amount) .....	\$ 0.00
d. Child support that I pay for children from other relationships .....	\$ 0.00
e. Spousal support that I pay by court order from a different marriage .....	\$ 0.00
f. Partner support that I pay by court order from a different domestic partnership .....	\$ 0.00
g. Necessary job-related expenses not reimbursed by my employer (attach explanation labeled "Question 10g") .....	\$ 0.00

11. **Assets**

	Total
a. Cash and checking accounts, savings, credit union, money market, and other deposit accounts .....	\$ 0.00
b. Stocks, bonds, and other assets I could easily sell .....	\$ 0.00
c. All other property, <input type="checkbox"/> real and <input type="checkbox"/> personal (estimate fair market value minus the debts you owe) .....	\$ UNKNOWN

PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT/CLAIMANT:	CASE NUMBER: IND090171
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12. The following people live with me:

Name	Age	How the person is related to me? (ex: son)	That person's gross monthly income	Pays some of the household expenses?
a. GILBERT FINNELL	21	SON	I DON'T KNOW	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. SHANNON FINNELL	18	DAUGHTER	I DON'T KNOW	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. JUDY FINNELL	14	DAUGHTER	0.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. TAMMY FINNELL	10	DAUGHTER	0.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e.			0.00	<input type="checkbox"/> Yes <input type="checkbox"/> No

13. Average monthly expenses       Estimated expenses       Actual expenses       Proposed needs

<p>a. Home:</p> <p>(1) <input type="checkbox"/> Rent or <input checked="" type="checkbox"/> mortgage ..... \$ <u>1,900.26</u></p> <p style="margin-left: 20px;">If mortgage:</p> <p style="margin-left: 40px;">(a) average principal: \$ <u>0.00</u></p> <p style="margin-left: 40px;">(b) average interest: \$ <u>0.00</u></p> <p>(2) Real property taxes ..... \$ <u>3,659.00</u></p> <p>(3) Homeowner's or renter's insurance (if not included above) ..... \$ <u>0.00</u></p> <p>(4) Maintenance and repair ..... \$ <u>0.00</u></p> <p>b. Health-care costs not paid by insurance ..... \$ <u>0.00</u></p> <p>c. Child care ..... \$ <u>0.00</u></p> <p>d. Groceries and household supplies ..... \$ <u>300.00</u></p> <p>e. Eating out ..... \$ <u>50.00</u></p> <p>f. Utilities (gas, electric, water, trash) ..... \$ <u>VARIES</u></p> <p>g. Telephone, cell phone, and e-mail ..... \$ <u>300.00</u></p>	<p>h. Laundry and cleaning ..... \$ <u>0.00</u></p> <p>i. Clothes ..... \$ <u>VARIES</u></p> <p>j. Education ..... \$ <u>0.00</u></p> <p>k. Entertainment, gifts, and vacation ..... \$ <u>50.00</u></p> <p>l. Auto expenses and transportation (insurance, gas, repairs, bus, etc.) ..... \$ <u>60.00</u></p> <p>m. Insurance (life, accident, etc.; do not include auto, home, or health insurance) \$ <u>0.00</u></p> <p>n. Savings and investments ..... \$ <u>0.00</u></p> <p>o. Charitable contributions ..... \$ <u>0.00</u></p> <p>p. Monthly payments listed in item 14 (itemize below in 14 and insert total here) \$ <u>468.00</u></p> <p>q. Other (specify): ..... \$ <u>0.00</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>r. TOTAL EXPENSES (a-q) (do not add in the amounts in a(1)(a) and (b)) \$ <u>6,787.26</u></p> </div> <p>s. Amount of expenses paid by others \$ <u>6,787.26</u></p>
--	---

14. Installment payments and debts not listed above

Paid to	For	Amount	Balance	Date of last payment
TARGET	CREDIT CARD	\$ 468.00	\$ 15,000.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	

15. Attorney fees (This is required if either party is requesting attorney fees.): 0.00
- a. To date, I have paid my attorney this amount for fees and costs (specify): \$ 0.00
- b. The source of this money was (specify):
- c. I still owe the following fees and costs to my attorney (specify total owed): \$ 0.00
- d. My attorney's hourly rate is (specify): \$ 0.00

I confirm this fee arrangement.

Date: 2/7/07

Natalie S. Keller, Esq. (SBN 224972)  
(TYPE OR PRINT NAME OF ATTORNEY)

  
(SIGNATURE OF ATTORNEY)

PETITIONER/PLAINTIFF: GILBERT FINNELL	CASE NUMBER:
RESPONDENT/DEFENDANT: TRACEY FINNELL	IND090171
OTHER PARENT/CLAIMANT:	

**CHILD SUPPORT INFORMATION**

(NOTE: Fill out this page only if your case involves child support.)

**16. Number of children**

- a. I have (specify number): TWO children under the age of 18 with the other parent in this case.
- b. The children spend 90.0 percent of their time with me and 10.0 percent of their time with the other parent.  
(If you're not sure about percentage or it has not been agreed on, please describe your parenting schedule here.)  
FATHER ONLY SPENDS TIME WITH THE MINOR CHILDREN ONLY ON SUNDAYS.

**17. Children's health-care expenses**

- a.  I do  I do not have health insurance available to me for the children through my job.
- b. Name of insurance company:
- c. Address of insurance company:
- d. The monthly cost for the children's health insurance is or would be (specify): \$ 0.00  
(Do not include the amount your employer pays.)

**18. Additional expenses for the children in this case**

	Amount per month
a. Child care so I can work or get job training .....	\$ 0.00
b. Children's health care not covered by insurance .....	\$ 0.00
c. Travel expenses for visitation .....	\$ 0.00
d. Children's educational or other special needs (specify below): .....	\$ 0.00

**19. Special hardships.** I ask the court to consider the following special financial circumstances (attach documentation of any item listed here, including court orders):

	Amount per month	For how many months?
a. Extraordinary health expenses not included in 18b .....	\$ 0.00	_____
b. Major losses not covered by insurance (examples: fire, theft, other insured loss) .....	\$ 0.00	_____
c. (1) Expenses for my minor children who are from other relationships and are living with me .....	\$ 0.00	_____
(2) Names and ages of those children (specify):		
(3) Child support I receive for those children .....	\$ 0.00	

The expenses listed in a, b, and c create an extreme financial hardship because (explain):

**20. Other information** I want the court to know concerning support in my case (specify):

1

PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL (OTHER PARENT/CLAIMANT:	CASE NUMBER: IND090171
--	---------------------------

**CHILD SUPPORT INFORMATION**

**(NOTE: Fill out this page only if your case involves child support.)**

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- b. Name of insurance company:
- c. Address of insurance company:
  
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(attach documentation of any item listed here, including court orders):

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(2) Names and ages of those children (specify):		
(3) Child support I receive for those children .....		
	\$ 0.00	

The expenses listed in a, b, and c create an extreme financial hardship because (explain):

**20. Other information I want the court to know concerning support in my case (specify):**



100-cw

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 10 2007  
M. ANGULO

USA  
APR 11 2007

GILBERT FINNELL  
Petitioner/Plaintiff,

Case No. IND 090171

v. TRACEY FINNELL  
Respondent/Defendant.

STIPULATION FOR THE APPOINTMENT OF  
COURT COMMISSIONER AS JUDGE PRO TEM  
TO HEAR AND DECIDE ALL PRESENT AND  
FUTURE MATTERS IN THIS CASE

The Judicial Officer in this Court, J. Michael McCoy, is a Superior Court Commissioner and a full-time Judicial Officer. He was selected by the Judges of the Superior Court to serve in this capacity. Before the Commissioner can preside over this case, all parties, or their attorneys on their behalf, must agree that the Commissioner may serve as the Judge for this case.

If any party does not agree that the Commissioner may serve as the Judge for this case, the matter will be sent to another Judicial Officer for today's matter and any future matters. To agree or stipulate to the Commissioner means that you approve the hearing of this case by the Commissioner both today and at all future hearings and trials in this case, including post-judgment matters.

Authority for a Commissioner to serve as a Judge Pro Tem is found in the Constitution of the State of California at Article Six, Sections 21 and 22. The Commissioner has taken the oath of office as to all matters assigned. It is hereby agreed and stipulated that Commissioner J. Michael McCoy may hear and decide all matters in this case through the pendency of this case, sitting as a Judge Pro Tem.

If this document is signed by an attorney for a party to this case, it is represented to the court that said attorney has the right and authority to execute this Stipulation.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney or Petitioner in Pro Per

Dated: 4/10/07

By: Natalie S. Keller  
Attorney for Respondent in Pro Per

GOOD CAUSE APPEARING THEREFORE, it is hereby ordered that Superior Court Commissioner J. Michael McCoy is appointed to preside over this matter as a Judge Pro Tem.

Dated: JAN 02 2007

HAROLD W. HOFF  
Supervising Judge

**SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

<b>PETITIONER:</b> GILBERT FINNELL	v.	<b>RESPONDENT:</b> TRACEY FINNELL	<b>DEPT.</b> 3M	<b>CASE NUMBER</b> IND090171
<b>COUNSEL FOR PETITIONER</b> None		<b>COUNSEL FOR RESPONDENT:</b> JAMES A. JACKSON	<b>COURT REPORTER</b> None	

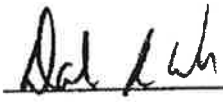
**PROCEEDING**  
Recusal on the Court's Own Motion

Pursuant to Code of Civil Procedure Section 170.3(a)(1), on its own motion, the court recuses itself for the reason set forth in Code of Civil Procedure Section 170.1(a)(6)(A)(i).

The court orders that this notice of recusal be imaged and filed in the court's file.


The clerk of the court is directed to give notice of this recusal to all parties.

Date: 4/10/07

  
 \_\_\_\_\_  
 Dale R. Wells, Commissioner of the Superior Court

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 10 2007

By  D. Harman  
Deputy


JCO  
MAY 11 2007

	Father	Mother	Monthly figures	Cash Flow	Guideline	Proposed
#of children	0	2	2007		7437	8214
% time with NCP	10.00%	0.00%	GUIDELINE	Comb. net spendable	0%	10%
Filing status	SINGLE	HH/MLA	Nets(adjusted)	Percent change		
# exemptions	1*	3*	Father 7222	Father		
Wages+salary	0	0	Mother 215	Payment cost/benefit	-3674	-3364
Self-employed income	10686	0	Total 7437	Net spendable income	2965	3275
Other taxable income	0	0	Support	Change from guideline	0	310
TANF+CS received	0	0	Addons 0	% of combined spendable	40%	40%
Other nontaxable income	0	215	Guideln CS 2577	% of saving over guideline	0%	40%
New spouse income	0	0	S.Clara SS 1680	Total taxes	3464	1721
Adjustments to income	0	0	Total 4257	Dep. exemption value	98	272
SS paid prev marriage	0	0		# withholding allowances	0w	0w
CS paid prev marriage	0	0		Net wage paycheck	0	0
Health insurance	0	0		Mother		
Other medical expense	0	0		Payment cost/benefit	4257	4724
Property tax expense	0	0	Proposed	Net spendable income	4472	4939
Ded interest expense	0	0	Tactic 8(f)	Change from guideline	0	468
Contribution deduction	0	0	Nondeduct	% of combined spendable	60%	60%
Misc tax deductions	0	0	Deductible 5683	% of saving over guideline	0%	60%
Required union dues	0	0	Total 5683	Total taxes	0	959
Mandatory retirement	0	0	Saving 778	Dep. exemption value	0	88
Hardship deduction	0*	0*	Releases 2	# withholding allowances	0	0w
Oth GDL deductions	0	0		Net wage paycheck	0	0
Child care expenses	0	0				

	CUSTODIAL TIME		CHILD CARE		PRESUMED CS	
	Father	Mother	Father	Mother		
All Children	10.00 %	90.00 %	0	0	2577	father pays
	10.00 %	90.00 %	0	0	966	father pays
	10.00 %	90.00 %	0	0	1610	father pays

Father pays Guideline CS, Guideline SS, Proposed SS

FILED  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF RIVERSIDE  
 MAY 15 2007  
 M. ANGULO  
 IND 09017 Date: 05/15/07  
 CYR  
 MAY 16 2007

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406) (Name, state bar number, and address):                  NATALIE S. KELLER, Esq.. (SBN 224972)                  James A. Jackson, Esq.. (SBN 134206)                  LAW OFFICES OF JAMES A. JACKSON                  45-200 Club Drive, Suite B                  Indian Wells, California 92210                  TELEPHONE NO.: (760) 360-5222 FAX NO.: (760) 360-3321                  ATTORNEY FOR (Name) TRACY FINNELL</p>	<p>FOR COURT USE ONLY</p> <p><b>FILED</b>                  SUPERIOR COURT OF CALIFORNIA                  COUNTY OF RIVERSIDE</p> <p>JUN 01 2007</p> <p>A. SKELTON</p> <p>CASE NUMBER:                  IND 090171</p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b>                  STREET ADDRESS: 46-200 OASIS STREET                  MAILING ADDRESS: SAME                  CITY AND ZIP CODE: INDIO, CA 92201                  BRANCH NAME: DESERT BRANCH</p>	
<p>PETITIONER/PLAINTIFF: GILBERT FINNELL                  RESPONDENT/DEFENDANT: TRACY FINNELL                  OTHER PARENT:</p>	
<p><b>PROOF OF SERVICE BY MAIL</b></p>	<p>CASE NUMBER:                  IND 090171</p>

**NOTICE:** To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
- My residence or business address is: 45200 CLUB DRIVE, SUITE B  
 INDIAN WELLS, CA 92210
- I served a copy of the following documents (specify): FINDINGS AND ORDER AFTER HEARING

by enclosing them in an envelope AND

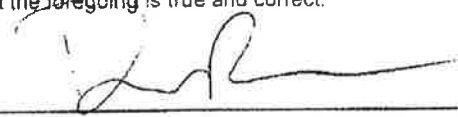
- depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
- placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:
  - Name of person served: GILBERT FINNELL
  - Address: 7859C ESTELLO COURT  
 LA QUINTA, CA 92253
  - Date mailed: 5/21/2007
  - Place of mailing (city and state): INDIAN WELLS, CA

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

Date: 6/1/2007

DEVON ROWE  
 \_\_\_\_\_  
 (TYPE OR PRINT NAME)

  
 \_\_\_\_\_  
 (SIGNATURE OF PERSON COMPLETING THIS FORM)

## INFORMATION SHEET FOR PROOF OF SERVICE BY MAIL

Use these instructions to complete the *Proof of Service by Mail* (form FL-335).

A person at least 18 years of age or older must serve the documents. There are two ways to serve documents: (1) personal delivery and (2) by mail. See the *Proof of Personal Service* (form FL-330) if the documents are being personally served. The person who serves the documents must complete a proof of service form for the documents being served. **You cannot serve documents if you are a party to the action.**

### INSTRUCTIONS FOR THE PERSON WHO SERVES THE DOCUMENTS (TYPE OR PRINT IN BLACK INK)

You must complete a proof of service for each package of documents you serve. For example, if you serve the Respondent and the Other Parent, you must complete two proofs of service, one for the Respondent and one for the Other Parent.

*Complete the top section of the proof of service forms as follows:*

First box, left side: In this box print the name, address, and phone number of the person for whom you are serving the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. Use the same address for the court that is on the documents you are serving.

Third box, left side: Print the names of the Petitioner/Plaintiff, Respondent/Defendant, and Other Parent in this box. Use the same names listed on the documents you are serving.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. This number is also stated on the documents you are serving.

**You cannot serve a temporary restraining order by mail. You must serve those documents by personal service.**

1. You are stating that you are at least 18 years old and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. List the name of each document that you mailed (the exact names are listed on the bottoms of the forms).
  - a. Check this box if you put the documents in the regular U.S. mail.
  - b. Check this box if you put the documents in the mail at your place of employment.
4.
  - a. Print the name you put on the envelope containing the documents.
  - b. Print the address you put on the envelope containing the documents.
  - c. Write in the date that you put the envelope containing the documents in the mail.
  - d. Write in the city and state you were in when you mailed the envelope containing the documents.
5. You are stating under penalty of perjury that the information you have provided is true and correct.

**Print your name, fill in the date, and sign the form.**

*If you need additional assistance with this form, contact the Family Law Facilitator in your county.*

FOR COURT USE ONLY

JUN 18 2007

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address)  
 NATALIE S. KELLER, Esq.. (SBN 224972)  
 James A. Jackson, Esq.. (SBN 134206)  
 LAW OFFICES OF JAMES A. JACKSON  
 45-200 Club Drive, Suite B  
 Indian Wells, California 92210  
 TELEPHONE NO.: (760) 360-5222 FAX NO. (optional): (760) 360-3321  
 ATTORNEY FOR (Name): TRACY FINNELL

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
 STREET ADDRESS 46-200 OASIS STREET  
 MAILING ADDRESS: SAME  
 CITY AND ZIP CODE INDIO, CA 92201  
 BRANCH NAME DESERT BRANCH

PETITIONER/PLAINTIFF: GILBERT FINNELL  
 RESPONDENT/DEFENDANT: TRACEY FINNELL  
 OTHER:

FINDINGS AND ORDER AFTER HEARING

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JUN 12 2007

S. LEON

AS

CASE NUMBER:  
IND 090171

1. This proceeding was heard on (date): 05/15/2007 at (time): 8:00AM in Dept.: 2E Room:  
 by Judge (name): HONORABLE COMMISSIONER  Temporary Judge  
 J. MICHAEL MCCOY

Petitioner/plaintiff present  
 Respondent/defendant present  
 Other present

Attorney present (name): GILBERT FINNELL (IN PRO PER)  
 Attorney present (name): JAMES A. JACKSON, ESQ.  
 Attorney present (name):

On the order to show cause or motion filed (date): 3/14/2007 by (name): TRACEY FINNELL

2. THE COURT ORDERS

3. Custody and visitation:  As attached on form FL-341  Not applicable
4. Child support:  As attached on form FL-342  Not applicable
5. Spousal or family support:  As attached on form FL-343  Not applicable
6. Property orders:  As attached on form FL-344  Not applicable
7. Other orders:  As attached  Not applicable

8.  Attorney fees (specify amount): \$ 3,500

Payable to (name and address): JAMES A. JACKSON - 45200 CLUB DRIVE, SUITE B  
 INDIAN WELLS, CA 92210

Payable  forthwith  other (specify): SEE THE ATTACHED PAGE

9. All other issues are reserved until further order of court.

SEE THE ATTACHED PAGE

Date:

JUDICIAL OFFICER

Approved as conforming to court order.

COMMISSIONER J. MICHAEL MCCOY

SEE THE ATTACHED PAGE

SIGNATURE OF ATTORNEY FOR  PETITIONER / PLAINTIFF  RESPONDENT / DEFENDANT  
 GILBERT FINNELL (IN PRO PER)

PETITIONER/PLAINTIFF: GILBERT FINNELL  
RESPONDENT/DEFENDANT: TRACY FINNELL

CASE NUMBER:  
IND 090171

ATTACHMENT TO FINDINGS AND ORDER AFTER HEARING:

IT IS HEREBY ORDERED THAT:

1. THE MOTION FOR SET ASIDE OF THE DEFAULT JUDGMENT AND MARITAL SETTLEMENT AGREEMENT IS GRANTED. THE PARTIES ARE RESTORED TO THE STATUS OF MARRIED.

2. THE COURT HEREBY ORDERS GILBERT FINNELL TO PAY MONTHLY CHILD SUPPORT IN THE AMOUNT OF \$2,577.00, ALLOCATED BETWEEN THE MINOR CHILDREN AS INDICATED ON THE ATTACHED DISSOMASTER PRINTOUT AND THE COURT REPORTER'S RECORD, PAYABLE ON THE 1ST AND 15TH OF EACH MONTH COMMENCING 03/15/07. CHILD SUPPORT SHALL CONTINUE UNTIL FURTHER ORDER OF THE COURT, THE MINOR CHILD DIES, MARRIES, IS OTHERWISE EMANCIPATED, REACHES THE AGE OF MAJORITY, OR REACHES THE AGE OF 19 YEARS AND IS RESIDING WITH A PARENT AND ATTENDING HIGH SCHOOL FULL TIME, WHICHEVER FIRST OCCURS.

3. SPOUSAL SUPPORT SHALL BE PAID BY GILBERT FINNELL TO TRACEY FINNELL IN THE AMOUNT OF \$1,680.00 PAYABLE HALF ON THE 1ST AND 15TH OF EACH MONTH COMMENCING 03/15/07.

4. THE PETITIONER STATED ON THE RECORD THAT HIS AVERAGE MONTHLY INCOME IS \$10,686.00 FOR PURPOSES OF SUPPORT ASSESMENT. THE COURT RETAINS RETROACTIVE JURISDICTION WITH REGARDS THE ISSUES OF CHILD AND SPOUSAL SUPPORT.

5. ATTORNEY FEES OF \$3,500.00 SHALL BE PAID BY GILBERT FINNELL TO COUNSEL, JAMES A. JACKSON, FOR TRACEY FINNELL, FORTHWITH AT A RATE OF \$350.00 PER MONTH COMMENCING 07/01/07. IF ANY ONE PAYMENT IS MORE THAN 10 DAYS LATE THE ENTIRE AMOUNT IS ACCELERATED AND DUE FORTHWITH WITH INTEREST AT THE COURT ALLOWED RATE.

6. PROPERTY RESTRAINTS GRANTED AND MADE MUTUAL. TRACEY FINNELL SHALL HAVE TEMPORARY EXCLUSIVE USE OF THE FAMILY RESIDENCE.

Approved as to form and content:

DATED:

GILBERT FINNELL (IN PRO PER)

IT IS SO ORDERED:

DATED: 6-11-07

  
HONORABLE J. MICHAEL MCCOY

NIC

ORIGINAL - TO BE FILED WITH THE COURT

FL-632

GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406):

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:  
0637330  
33SEP1

JOHN REPLOGLE, DIRECTOR  
DEPARTMENT OF CHILD SUPPORT SERVICES  
47-950 ARABIA STREET  
INDIO, CA 92201-6828

TELEPHONE NO.: (760) 863-7100 FAX NO.: (760) 863-7194

SLW  
AUG 08 2007

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 46-200 OASIS STREET MAILING ADDRESS: CITY AND ZIP CODE: INDIO, CA 92201-2552 BRANCH NAME: LARSON JUSTICE CENTER		FOR RECORDER'S USE ONLY <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE JUL 06 2007 M. MARTIN
PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT:		CASE NUMBER: IND090171
<input type="checkbox"/> NOTICE OF ASSIGNED SUPPORT <input checked="" type="checkbox"/> SUBSTITUTION OF PAYEE		NOTICE REGARDING PAYMENT OF SUPPORT

1. The obligor (the person paying support) in this proceeding is (name and last known address):

GILBERT M. FINNELL, JR.  
PO BOX 6182  
LA QUINTA, CA 92248-6182

2. a.  The local child support agency is providing the following services (check all that apply):

- 1.  Current support
- 2.  Support arrears
- 3.  Medical support

b.  The local child support agency is no longer providing the services under title IV-D of the Social Security Act.

3.  The substituted payee is:

- a.  The local child support agency (specify): RIVERSIDE
- b.  Other (specify):

4.  An abstract or notice of support judgment or support judgment was recorded as follows:

County	Date of recording	Instrument number	Book number	Page number
--------	-------------------	-------------------	-------------	-------------

5. All payments must be made as follows (check all that apply):

- a. Income withholding payments must be directed to the State Disbursement Unit at (specify address):  
P.O. BOX 989067, WEST SACRAMENTO, CA 95798-9067 Phone Number 1-866-325-1010
- b.  All current support payments other than income withholding payments must be sent to (specify):  
P.O. BOX 989067, WEST SACRAMENTO, CA 95798-9067 Phone Number 1-866-325-1010
- c.  All arrears payments other than income withholding payments must be sent to (specify):  
P.O. BOX 989067, WEST SACRAMENTO, CA 95798-9067 Phone Number 1-866-325-1010
- d.  Other (specify):

THE SUBSTITUTED PAYEE MUST BE CONTACTED WHEN NOTICE TO A LIENHOLDER MAY OR MUST BE GIVEN.

JUL 06 2007






PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT:	CASE NUMBER: IND090171
--	---------------------------

6.  An assignment of support rights by operation of law under Welfare and Institutions Code section 11477(a) has been made to the county of *(specify)*:
7. a.  Each parent must notify the local child support agency in writing within 10 days of any change in residence or employment.
- b.  Each parent must complete a *Child Support Case Registry Form* (FL-191) and file it with the court within 10 days of any change in residence or employment.

Date: JULY 05, 2007

S PETRAS  
(TYPE OR PRINT NAME)

▶   
(SIGNATURE)

**ACKNOWLEDGMENT**  
 (To be completed only when this form is recorded)

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_, before me,  
Notary Public, personally appeared: S PETRAS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SIGNATURE OF NOTARY)

(Seal)

N/C

ORIGINAL - TO BE FILED WITH THE COURT

ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406) (Name, state bar number and address):  <b>JOHN REPLOGLÉ, DIRECTOR</b> <b>DEPARTMENT OF CHILD SUPPORT SERVICES</b> <b>47-950 ARABIA STREET</b> <b>INDIO, CA 92201-6828</b>  TELEPHONE NO.: (760) 863-7100      FAX NO.: (760) 863-7194 ATTORNEY FOR (Name):		FOR COURT USE ONLY  <b>FILED</b> SLW SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE  <b>JUL 06 2007</b> M. MARTIN AUG 08 2007	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 46-200 OASIS STREET MAILING ADDRESS: CITY AND ZIP CODE: <b>INDIO, CA 92201-2552</b> BRANCH NAME: <b>LARSON JUSTICE CENTER</b>			
PETITIONER/PLAINTIFF: <b>GILBERT FINNELL</b> RESPONDENT/DEFENDANT: <b>TRACEY FINNELL</b> OTHER PARENT:			
<b>PROOF OF SERVICE BY MAIL</b>		CASE NUMBER: <b>IND090171</b>	

NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this cause, and I am a resident of or employed in the county where the mailing took place.
- My residence or business address is: **47-950 ARABIA STREET  
INDIO, CA 92201-6828**
- I served a copy of the following documents (specify):
  - STATEMENT FOR REGISTRATION
  - NOTICE REGARDING PAYMENT OF SUPPORT - SUBSTITUTION OF PAYEE

by enclosing them in an envelope AND

- depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
- placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with the business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

4. The envelope was addressed and mailed as follows:

- Name of person served: **TRACEY J. FINNELL** **GILBERT M. FINNELL, JR.**
- Address: **The address/place of service is on file with the Department of Child Support Services pursuant to FamC § 17212(b)(3) and may be released only upon an order from the court pursuant to FamC § 17212 (c) (6).**

c. Date mailed: **07/06/2007**

d. Place of mailing (city and state): **INDIO, CALIFORNIA**

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

Date: **07/06/2007**

**S PETRAS**

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

Page 1 of 2

PROOF OF SERVICE BY MAIL



JUL 06 2007

## INFORMATION SHEET FOR PROOF OF SERVICE BY MAIL

Use these instructions to complete the *Proof of Service by Mail* (form FL-335).

A person at least 18 years of age or older must serve the documents. There are two ways to serve documents: (1) personal delivery and (2) by mail. See the *Proof of Personal Service* (form FL-330) if the documents are being personally served. The person who serves the documents must complete a proof of service form for the documents being served. **You cannot serve documents if you are a party to the action.**

### INSTRUCTIONS FOR THE PERSON WHO SERVES THE DOCUMENTS (TYPE OR PRINT BLACK INK)

You must complete a proof of service for each package of documents you serve. For example, if you serve the Respondent and the Other Parent, you must complete two proofs of service, one for the Respondent and one for the Other Parent.

*Complete the top section of the proof of service forms as follows:*

First box, left side: In this box print the name, address, and phone number of the person for whom you are serving the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. Use the same address for the court that is on the documents you are serving.

Third box, left side: Print the names of the Petitioner/Plaintiff, the Respondent/Defendant, and Other Parent in this box. Use the same names listed on the documents you are serving.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. This number is also stated on the documents you are serving.

**You cannot serve a temporary restraining order by mail. You must serve those documents by personal service.**

1. You are stating that you are at least 18 years old and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. List the name of each document that you mailed (the exact names are listed on the bottoms of the forms).
  - a. Check this box if you put the documents in the regular U.S. mail.
  - b. Check this box if you put the documents in the mail at your place of employment.
4.
  - a. Print the name you put on the envelope containing the documents.
  - b. Print the address you put on the envelope containing the documents.
  - c. Write in the date that you put the envelope containing the documents in the mail.
  - d. Write in the city and state you were in when you mailed the envelope containing the documents.
5. You are stating under penalty of perjury that the information you have provided is true and correct.

**Print your name, fill in the date, and sign the form.**

*If you need additional assistance with this form, contact the Family Law Facilitator in your county.*

PETITIONER/PLAINTIFF: GILBERT FINNELL	CASE NUMBER:
RESPONDENT/DEFENDANT: TRACEY FINNELL	IND090171
OTHER PARENT:	

(THIS IS A REQUEST, NOT AN ORDER)

I REQUEST THE FOLLOWING ORDERS FOR:

Name of child	Date of birth	Name of child	Date of birth
JUDY FINNELL	03-11-1992		
TAMMY FINNELL	07-17-1996		

- PARENTAGE.** If not previously established, a judgment that you are the parent of the children named above.
- CHILD SUPPORT.** Monthly child support based on the state guideline. (An Order/Notice to Withhold Income for Child Support (FL-195/OMB No. 0970-0154) will be issued.)
  - This is a request for a change to an existing order
    - filed on (date if known):
    - ordering (specify):
  - Child support to commence
    - on the date this request was mailed or given to you.
    - effective (specify):
  - Other (specify):

3.  **HEALTH INSURANCE COVERAGE**

If not previously ordered, an order that you provide health insurance for each child named above and an order that you complete the attached health insurance form and immediately return it to the local child support agency.

**NOTICE:** Your employer or other person providing health insurance will be ordered to enroll the children in an appropriate health insurance plan if you are found to be the parent, and a *National Medical Support Notice* will be issued.

4.  **FEES AND COSTS**  Fees: \$  Costs: \$

5.  **PROPERTY RESTRAINT**

Petitioner/Plaintiff  Respondent/Defendant  Other Parent

be restrained from transferring, encumbering, hypothecating, concealing or in any way disposing of the following property (describe):

6.  **OTHER (specify): THE PARENTS SHALL EQUALLY SHARE REASONABLE UNINSURED HEALTH CARE COSTS FOR THE CHILDREN.**

7.  **FACTS IN SUPPORT** of this request are:

- contained in an attached declaration.
- Obligor's income has substantially increased since the date of the existing order.
- The expenses of caring for the above child(ren) have substantially increased since the date of the existing order.
- The existing order was entered prior to July 1, 1992. (Family Code §4069.)
- There is no child support order in this action, and the child(ren) herein is/are receiving public assistance.
- There has been a change of income/circumstance since the date of the existing order.
- Other: There is no Health Insurance Coverage in this action.

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

Date: OCTOBER 24, 2007

NOELIA FRANCO

(TYPE OR PRINT NAME)

*Noelia Franco*

(SIGNATURE OF PERSON REQUESTING THESE ORDERS)

Page 1 of 1

GOVERNMENTAL AGENCY (Under Family Code, §§ 17400 and 17406)  
**JOHN REPLOGLE, DIRECTOR**  
 DEPARTMENT OF CHILD SUPPORT SERVICES  
 47-950 ARABIA STREET  
 INDIO, CA 92201-6828

TELEPHONE NO.: (760) 863-7100 FAX NO. (Optional): (760) 863-7194  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name):

0637330  
33NMF1

FOR COURT USE ONLY

**FILED**  
SUPERIOR/MUNICIPAL COURT  
OF RIVERSIDE COUNTY

NOV 01 2007

*J. DIAZ*  
- J. DIAZ

REB  
NOV 01 2007

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**  
 STREET ADDRESS: 46-200 OASIS STREET  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: INDIO, CA 92201-2562  
 BRANCH NAME: LARSON JUSTICE CENTER  
 PETITIONER/PLAINTIFF: GILBERT FINNELL  
 RESPONDENT/DEFENDANT: TRACEY FINNELL  
 OTHER PARENT:

CASE NUMBER:  
 IND090171

**NOTICE OF MOTION**  **JUDGMENT**  **MODIFICATION**  
 Child Support  Health Care  Injunctive Order  
 Other: HEALTH INSURANCE COVERAGE

- TO (name): **GILBERT M. FINNELL, JR.** and **TRACEY FINNELL**
- READ THE ATTACHED REQUEST FORM. A hearing on the motion for the relief requested will be held as follows:

a. Date: **DEC 05 2007** Time: **8:00 AM**  Dept.: **DCS**  Rm.:

b. Address of court is  same as noted above  other (specify):

- Supporting attachments:
  - Completed Request for Order and Supporting Declaration (form FL-684) and blank Response to Governmental Notice of Motion or Order to Show Cause (form FL-685)
  - Financial information and blank Income and Expense Declaration (form FL-150)
  - Points and authorities
  - Order for Genetic (Parentage) Testing (form FL-627) (If you ignore this order, you may be found to be the parent.)
  - Other (specify):  
A blank Income and Expense Declaration/Financial Statement (Simplified)

4.  NOTICE: IF YOU WISH TO HAVE A TRIAL, YOU MUST APPEAR AT THE HEARING ON THIS REQUEST.

Date: **OCTOBER 24, 2007**

**DIANNE B. CARNEY**

(TYPE OR PRINT NAME)

*Dianne Carney*  
(SIGNATURE OF ATTORNEY)

**ORDER**

IT IS ORDERED THAT

- Time for  service  hearing is shortened. Service must be on or before (date):
- Any responsive declaration must be served on or before (date):
- Petitioner/plaintiff  Respondent/defendant  Other parent is restrained from transferring, encumbering, hypothecating, concealing, or in any way disposing of the following property (describe):
- Other (specify):
- Number of pages attached: \_\_\_\_\_

Date:

JUDICIAL OFFICER

NOV 01 2007



PETITIONER/PLAINTIFF: GILBERT FINNELL	CASE NUMBER:
RESPONDENT/DEFENDANT: TRACEY FINNELL	IND090171
OTHER PARENT:	

**NOTICE**

This case may be referred to a court commissioner for hearing. By law court commissioners do not have the authority to issue final orders and judgments in contested cases unless they are acting as temporary judges. The court commissioner in your case will act as a temporary judge unless, *before the hearing*, you or any other party objects to the commissioner acting as a temporary judge. The court commissioner may still hear your case to make findings and a recommended order. If you do not like the recommended order, you must object to it within 10 court days; otherwise, the recommended order will become a final order of the court. If you object to the recommended order, a judge will make a temporary order and set a new hearing.

Child support is based on your ability to pay, which may include your income, earning capacity, lifestyle, or presumed income set by statute. The amount of child support can be large and can continue until the children reach age 18. You should give the court information about your income and expenses. If you do not, the support order will be based on other information given to the court or presumed income set by statute.

You do not have to pay any fee to file your *Response to Governmental Notice of Motion or Order to Show Cause (Governmental)* (form FL-685) and your completed *Income and Expense Declaration* (form FL-150) or *Financial Statement (Simplified)* (form FL-155). You must file any documents with the court and serve copies at least nine court days before the hearing date to the local child support agency and the other party unless ordered otherwise. Add five calendar days if you serve by mail within California. (See Code of Civil Procedure section 1005 for other situations.) To determine court days and calendar days, go to [www.courtinfo.ca.gov/selfhelp/courtcalendars/](http://www.courtinfo.ca.gov/selfhelp/courtcalendars/).

**PROOF OF SERVICE BY MAIL**

- I am at least 18 years of age, not a party to this cause, and a resident of or employed in the county where the mailing took place.
- My residence or business address is: **47-950 ARABIA STREET  
INDIO, CA 92201-6828**
- I served a copy of this motion by enclosing it in a sealed envelope and depositing the envelope  directly in the United States mail with postage paid OR  at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices, with which I am readily familiar.
  - Date of deposit: **NOV 01 2007**
  - Place of deposit (city and state): **INDIO, CALIFORNIA**
  - Addressed as follows:

**GILBERT FINNELL**

The address/place of service is on file with the Department of Child Support Services shown above pursuant to FamC § 17212(b)(3) and may be released only upon an order from the court pursuant to FamC § 17212(c)(6).

In addition to the foregoing documents, I served the party listed above the following:

- A Dependent Insurance Information Form
- A California Child Support Information Handbook
- Other:

**TRACEY FINNELL**

The address/place of service is on file with the Department of Child Support Services shown above pursuant to FamC § 17212(b)(3) and may be released only upon an order from the court pursuant to FamC § 17212(c)(6).

In addition to the foregoing documents, I served the party listed above the following:

- A California Child Support Information Handbook
- Other:

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

Date: **NOV 01 2007**

**YOLANDA LAND**  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PERSON COMPLETING THIS FORM)



**Request for Accommodations**  
Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five court days before the trial. Contact the clerk's office or go to [www.courtinfo.ca.gov/forms](http://www.courtinfo.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Order* (form MC-410). (Civil Code, § 54.8)

12/05  
DLS

ORIGINAL  
FL-320

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): <b>JAMES A. JACKSON (SBN 134206)</b> <b>LAW OFFICE OF JAMES A. JACKSON</b> <b>45-200 CLUB DRIVE, SUITE B</b>  <b>INDIAN WELLS, CA 92201</b> TELEPHONE NO.: (760) 360-5222      FAX NO.: (760) 360-3321 ATTORNEY FOR (Name): <b>TRACEY FINNELL</b>			FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE  <i>ar</i> <b>NOV 29 2007</b> <b>C. GONZALES</b>		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b> STREET ADDRESS: 46-200 <b>OASIS ST.</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>INDIO, CA 92201</b> BRANCH NAME: <b>DESERT JUDICIAL DISTRICT</b>					
PETITIONER/PLAINTIFF: <b>GILBERT FINNELL</b>  RESPONDENT/DEFENDANT: <b>TRACEY FINNELL</b>					
<b>RESPONSIVE DECLARATION TO ORDER TO SHOW CAUSE OR NOTICE OF MOTION</b>					
HEARING DATE: <b>12/5/07</b>			TIME: <b>8:00am</b>		DEPARTMENT OR ROOM: <b>2E</b>
					CASE NUMBER: <b>IND 090171</b>

KRC  
DEC 03 2007

1.  CHILD CUSTODY
  - a.  I consent to the order requested.
  - b.  I do not consent to the order requested but I consent to the following order:
  
2.  CHILD VISITATION
  - a.  I consent to the order requested.
  - b.  I do not consent to the order requested but I consent to the following order:
  
3.  CHILD SUPPORT
  - a.  I consent to the order requested.
  - b.  I consent to guideline support.
  - c.  I do not consent to the order requested, but I consent to the following order:
    - (1)  Guideline
    - (2)  Other (specify):
  
4.  SPOUSAL SUPPORT
  - a.  I consent to the order requested.
  - b.  I do not consent to the order requested.
  - c.  I consent to the following order:
  
5.  ATTORNEY FEES AND COSTS
  - a.  I consent to the order requested.
  - b.  I do not consent to the order requested.
  - c.  I consent to the following order:

PETITIONER/PLAINTIFF: GILBERT FINNELL	CASE NUMBER:
RESPONDENT/DEFENDANT: TRACEY FINNELL	IND 090171

6.  PROPERTY RESTRAINT
- a.  I consent to the order requested.
  - b.  I do not consent to the order requested.
  - c.  I consent to the following order:

7.  PROPERTY CONTROL
- a.  I consent to the order requested.
  - b.  I do not consent to the order requested.
  - c.  I consent to the following order:

8.  OTHER RELIEF
- a.  I consent to the order requested.
  - b.  I do not consent to the order requested.
  - c.  I consent to the following order:

9.  SUPPORTING INFORMATION
- contained in the attached declaration.


I AM REQUESTING THAT THE COURT ORDER PETITIONER/FATHER TO PROVIDE HEALTH CARE INSURANCE FOR OUR MINOR CHILDREN, AS I AM CURRENTLY STRUGGLING FINANCIALLY AND AM UNEMPLOYABLE AT THIS TIME DUE TO MY TERMINAL CANCER. I ASK THAT PETITIONER, WHO EARNS A SUBSTANTIAL INCOME, PAY 100% OF THE COST OF THEIR INSURANCE. THE COURT PREVIOUSLY FOUND ON MAY 15, 2007, THAT PETITIONER EARNS \$10,686 PER MONTH, AND THUS, HE CAN EASILY AFFORD THE COSTS OF INSURING OUR CHILDREN AT THIS TIME.

**NOTE:** To respond to a request for domestic violence restraining orders requested in the *Request for Order (Domestic Violence Prevention)* (form DV-100) you must use the *Answer to Temporary Restraining Order (Domestic Violence Prevention)* (form DV-120).

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

Date: NOVEMBER 28, 2007

TRACEY FINNELL  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DECLARANT)



1/15  
D/S

ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406)  
(Name, state bar number, and address).

NATALIE S. KELLER, Esq. (SBN 224972)  
James A. Jackson, Esq. (SBN 134206)  
LAW OFFICES OF JAMES A. JACKSON  
45-200 Club Drive, Suite B  
Indian Wells, California 92210  
TELEPHONE NO: (760) 360-5222 FAX NO: (760) 360-3321  
ATTORNEY FOR (Name): TRACY FINNELL

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 46-200 OASIS STREET  
MAILING ADDRESS: SAME  
CITY AND ZIP CODE: INDIO, CA 92201  
BRANCH NAME: DESERT BRANCH

PETITIONER/PLAINTIFF: GILBERT FINNELL

RESPONDENT/DEFENDANT: TRACY FINNELL

OTHER PARENT:

PROOF OF SERVICE BY MAIL

FOR COURT USE ONLY

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

NOV 29 2007  
C. GONZALES

CASE NUMBER:  
IND 090171

KRC  
DEC 03 2007

NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
- My residence or business address is: 45200 CLUB DRIVE, SUITE B  
INDIAN WELLS, CA 92210
- I served a copy of the following documents (specify): RESPONSIVE DECLARATION TO ORDER TO SHOW CAUSE OR NOTICE OF MOTION, INCOME AND EXPENSE DECLARATION

by enclosing them in an envelope AND

- depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
- placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

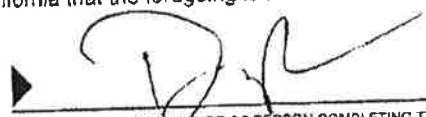
4. The envelope was addressed and mailed as follows:

- Name of person served: DIANE B. CARNEY
- Address: DEPARTMENT OF CHILD SUPPORT SERVICES  
47950 ARABIA STREET, INDIO, CA 92201
- Date mailed: 11/28/2007
- Place of mailing (city and state): INDIAN WELLS, CA 92210

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

Date: 11/28/2007

DEVON ROWE  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PERSON COMPLETING THIS FORM)

## INFORMATION SHEET FOR PROOF OF SERVICE BY MAIL

Use these instructions to complete the *Proof of Service by Mail* (form FL-335).

A person at least 18 years of age or older must serve the documents. There are two ways to serve documents: (1) personal delivery and (2) by mail. See the *Proof of Personal Service* (form FL-330) if the documents are being personally served. The person who serves the documents must complete a proof of service form for the documents being served. **You cannot serve documents if you are a party to the action.**

### INSTRUCTIONS FOR THE PERSON WHO SERVES THE DOCUMENTS (TYPE OR PRINT IN BLACK INK)

You must complete a proof of service for each package of documents you serve. For example, if you serve the Respondent and the Other Parent, you must complete two proofs of service, one for the Respondent and one for the Other Parent.

*Complete the top section of the proof of service forms as follows:*

First box, left side: In this box print the name, address, and phone number of the person for whom you are serving the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. Use the same address for the court that is on the documents you are serving.

Third box, left side: Print the names of the Petitioner/Plaintiff, Respondent/Defendant, and Other Parent in this box. Use the same names listed on the documents you are serving.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. This number is also stated on the documents you are serving.

**You cannot serve a temporary restraining order by mail. You must serve those documents by personal service.**

1. You are stating that you are at least 18 years old and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. List the name of each document that you mailed (the exact names are listed on the bottoms of the forms).
  - a. Check this box if you put the documents in the regular U.S. mail.
  - b. Check this box if you put the documents in the mail at your place of employment.
4.
  - a. Print the name you put on the envelope containing the documents.
  - b. Print the address you put on the envelope containing the documents.
  - c. Write in the date that you put the envelope containing the documents in the mail.
  - d. Write in the city and state you were in when you mailed the envelope containing the documents.
5. You are stating under penalty of perjury that the information you have provided is true and correct.

**Print your name, fill in the date, and sign the form.**

*If you need additional assistance with this form, contact the Family Law Facilitator in your county.*

12/05  
105

ORIGINAL  
FL-150

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Natalie S. Keller, Esq. (SBN 224972)  
 James A. Jackson, Esq. (SBN 134206)  
 LAW OFFICES OF JAMES A JACKSON  
 45-200 Club Drive, Suite B  
 Indian Wells, California 92210  
 TELEPHONE NO.: (760) 360-5222  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name): TRACEY FINNELL

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**  
 STREET ADDRESS: 46-200 OASIS ST.  
 MAILING ADDRESS SAME  
 CITY AND ZIP CODE: INDIO, CA 92201  
 BRANCH NAME:

PETITIONER/PLAINTIFF: GILBERT FINNELL  
 RESPONDENT/DEFENDANT: TRACEY FINNELL  
 OTHER PARENT/CLAIMANT:

**INCOME AND EXPENSE DECLARATION**

FOR COURT USE ONLY

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF RIVERSIDE

NOV 29 2007  
 C. GONZALES

CASE NUMBER:  
 IND090171

KRC  
DEC 03 2007

1. Employment (Give information on your current job or, if you're unemployed, your most recent job.)

Attach copies of your pay stubs for last two months here (black out social security numbers).

- a. Employer: ALBERTSONS
- b. Employer's address: PALM DESERT, CA
- c. Employer's phone number:
- d. Occupation: SUPERMARKET BAGGER
- e. Date job started: 9-2005
- f. If unemployed, date job ended: 5-2006
- g. I work about \_\_\_\_\_ hours per week.
- h. I get paid \$ 0.00 gross (before taxes)  per month  per week  per hour.

(If you have more than one job, attach an 8½-by-11-inch sheet of paper and list the same information as above for your other jobs. Write "Question 1—Other Jobs" at the top.)

2. Age and education

- a. My age is (specify): 46
- b. I have completed high school or the equivalent:  Yes  No If no, highest grade completed (specify):
- c. Number of years of college completed (specify):  Degree(s) obtained (specify):
- d. Number of years of graduate school completed (specify):  Degree(s) obtained (specify):
- e. I have:  professional/occupational license(s) (specify):  
 vocational training (specify):

3. Tax information

- a.  I last filed taxes for tax year (specify year): 2005
- b. My tax filing status is  single  head of household  married, filing separately  
 married, filing jointly with (specify name): GILBERT FINNELL
- c. I file state tax returns in  California  other (specify state):
- d. I claim the following number of exemptions (including myself) on my taxes (specify): UNKNOWN


4. Other party's income. I estimate the gross monthly income (before taxes) of the other party in this case at (specify): \$ UNKNOWN  
This estimate is based on (explain):

(If you need more space to answer any questions on this form, attach an 8½-by-11-inch sheet of paper and write the question number before your answer.) Number of pages attached: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the information contained on all pages of this form and any attachments is true and correct.

Date: 11/28/2007

TRACEY FINNELL  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF DECLARANT)

PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT/CLAIMANT:	CASE NUMBER IND090171
---	--------------------------

Attach copies of your pay stubs for the last two months and proof of any other income. Take a copy of your latest federal tax return to the court hearing. (Black out your social security number on the pay stub and tax return.)

5. **Income** (For average monthly, add up all the income you received in each category in the last 12 months and divide the total by 12.)

	Last month	Average monthly
a. Salary or wages (gross, before taxes) .....	\$ 0.00	0.00
b. Overtime (gross, before taxes) .....	\$ 0.00	0.00
c. Commissions or bonuses .....	\$ 0.00	0.00
d. Public assistance (for example: TANF, SSI, GA/GR) <input type="checkbox"/> currently receiving .....	\$ 0.00	0.00
e. Spousal support <input checked="" type="checkbox"/> from this marriage <input type="checkbox"/> from a different marriage .....	\$ 1,680.00	1,680.00
f. Partner support <input type="checkbox"/> from this domestic partnership <input type="checkbox"/> from a different domestic partnership .....	\$ 0.00	0.00
g. Pension/retirement fund payments .....	\$ 0.00	0.00
h. Social security retirement (not SSI) .....	\$ 0.00	0.00
i. Disability: <input type="checkbox"/> Social security (not SSI) <input type="checkbox"/> State disability (SDI) <input type="checkbox"/> Private insurance .....	\$ 0.00	0.00
j. Unemployment compensation .....	\$ 0.00	0.00
k. Workers' compensation .....	\$ 0.00	0.00
l. Other (military BAQ, royalty payments, etc.) (specify): .....	\$ 0.00	0.00

6. **Investment income** (Attach a schedule showing gross receipts less cash expenses for each piece of property.)

a. Dividends/interest .....	\$ 0.00	0.00
b. Rental property income .....	\$ 0.00	0.00
c. Trust income .....	\$ 0.00	0.00
d. Other (specify): .....	\$ 0.00	0.00

7. **Income from self-employment, after business expenses for all businesses** .....

I am the  owner/sole proprietor  business partner  other (specify):

Number of years in this business (specify):

Name of business (specify):

Type of business (specify):

Attach a profit and loss statement for the last two years or a Schedule C from your last federal tax return. Black out your social security number. If you have more than one business, provide the information above for each of your businesses.

8.  **Additional income.** I received one-time money (lottery winnings, inheritance, etc.) in the last 12 months (specify source and amount):
9.  **Change in income.** My financial situation has changed significantly over the last 12 months because (specify):

10. **Deductions**

	Last month
a. Required union dues .....	\$ 0.00
b. Required retirement payments (not social security, FICA, 401(k), or IRA) .....	\$ 0.00
c. Medical, hospital, dental, and other health insurance premiums (total monthly amount) .....	\$ 0.00
d. Child support that I pay for children from other relationships .....	\$ 0.00
e. Spousal support that I pay by court order from a different marriage .....	\$ 0.00
f. Partner support that I pay by court order from a different domestic partnership .....	\$ 0.00
g. Necessary job-related expenses not reimbursed by my employer (attach explanation labeled "Question 10g") .....	\$ 0.00

11. **Assets**

	Total
a. Cash and checking accounts, savings, credit union, money market, and other deposit accounts .....	\$ 0.00
b. Stocks, bonds, and other assets I could easily sell .....	\$ 0.00
c. All other property, <input type="checkbox"/> real and <input type="checkbox"/> personal (estimate fair market value minus the debts you owe) .....	\$ UNKNOWN

PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT/CLAIMANT:	CASE NUMBER IND090171
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12. The following people live with me:

Name	Age	How the person is related to me? (ex: son)	That person's gross monthly income	Pays some of the household expenses?
a. GILBERT FINNELL	21	SON	UNKNOWN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. SHANNON FINNELL	18	DAUGHTER	UNKNOWN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. JUDY FINNELL	14	DAUGHTER	0.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. TAMMY FINNELL	10	DAUGHTER	0.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e.			0.00	<input type="checkbox"/> Yes <input type="checkbox"/> No

13. Average monthly expenses  Estimated expenses  Actual expenses  Proposed needs

- |  |   |
|--|---|
| <p>a. Home:</p> <p>(1) <input type="checkbox"/> Rent or <input checked="" type="checkbox"/> mortgage ..... \$ <u>1,900.26</u></p> <p style="margin-left: 20px;">If mortgage:</p> <p style="margin-left: 40px;">(a) average principal: \$ <u>0.00</u></p> <p style="margin-left: 40px;">(b) average interest: \$ <u>0.00</u></p> <p>(2) Real property taxes ..... \$ <u>3,659.00</u></p> <p>(3) Homeowner's or renter's insurance (if not included above) ..... \$ <u>0.00</u></p> <p>(4) Maintenance and repair ..... \$ <u>0.00</u></p> <p>b. Health-care costs not paid by insurance ..... \$ <u>0.00</u></p> <p>c. Child care ..... \$ <u>0.00</u></p> <p>d. Groceries and household supplies ..... \$ <u>300.00</u></p> <p>e. Eating out ..... \$ <u>50.00</u></p> <p>f. Utilities (gas, electric, water, trash) ..... \$ <u>VARIES</u></p> <p>g. Telephone, cell phone, and e-mail ..... \$ <u>300.00</u></p> | <p>h. Laundry and cleaning ..... \$ <u>0.00</u></p> <p>i. Clothes ..... \$ <u>VARIES</u></p> <p>j. Education ..... \$ <u>0.00</u></p> <p>k. Entertainment, gifts, and vacation ..... \$ <u>50.00</u></p> <p>l. Auto expenses and transportation (insurance, gas, repairs, bus, etc.) ..... \$ <u>60.00</u></p> <p>m. Insurance (life, accident, etc.; do not include auto, home, or health insurance) \$ <u>0.00</u></p> <p>n. Savings and investments ..... \$ <u>0.00</u></p> <p>o. Charitable contributions ..... \$ <u>0.00</u></p> <p>p. Monthly payments listed in item 14 (itemize below in 14 and insert total here) \$ <u>468.00</u></p> <p>q. Other (specify): ..... \$ <u>0.00</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>r. TOTAL EXPENSES (a-q) (do not add in the amounts in a(1)(a) and (b)) \$ <u>6,787.26</u></p> </div> <p>s. Amount of expenses paid by others \$ _____</p> |
|--|---|

14. Installment payments and debts not listed above

Paid to	For	Amount	Balance	Date of last payment
TARGET	CREDIT CARD	\$ 468.00	\$ 15,000.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	
		\$ 0.00	\$ 0.00	

15. Attorney fees (This is required if either party is requesting attorney fees.): 0.00
- a. To date, I have paid my attorney this amount for fees and costs (specify): \$ 0.00
- b. The source of this money was (specify):
- c. I still owe the following fees and costs to my attorney (specify total owed): \$ 0.00
- d. My attorney's hourly rate is (specify): \$ 0.00

I confirm this fee arrangement.

Date:

Natalie S. Keller, Esq. (SBN 224972)  
(TYPE OR PRINT NAME OF ATTORNEY)

(SIGNATURE OF ATTORNEY)

PETITIONER/PLAINTIFF: GILBERT FINNELL RESPONDENT/DEFENDANT: TRACEY FINNELL OTHER PARENT/CLAIMANT:	CASE NUMBER: IND090171
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**CHILD SUPPORT INFORMATION**

(NOTE: Fill out this page only if your case involves child support.)

**16. Number of children**

- a. I have (specify number): TWO children under the age of 18 with the other parent in this case.
- b. The children spend 90.0 percent of their time with me and 10.0 percent of their time with the other parent.  
 (If you're not sure about percentage or it has not been agreed on, please describe your parenting schedule here.)  
 FATHER ONLY SPENDS TIME WITH THE MINOR CHILDREN ONLY ON SUNDAYS.

**17. Children's health-care expenses**

- a.  I do  I do not have health insurance available to me for the children through my job.
- b. Name of insurance company:
- c. Address of insurance company:
- d. The monthly cost for the children's health insurance is or would be (specify): \$ 0.00  
 (Do not include the amount your employer pays.)

**18. Additional expenses for the children in this case**

	Amount per month
a. Child care so I can work or get job training	\$ 0.00
b. Children's health care not covered by insurance	\$ 0.00
c. Travel expenses for visitation	\$ 0.00
d. Children's educational or other special needs (specify below):	\$ 0.00

**19. Special hardships.** I ask the court to consider the following special financial circumstances  
 (attach documentation of any item listed here, including court orders):

	Amount per month	For how many months?
a. Extraordinary health expenses not included in 18b	\$ 0.00	_____
b. Major losses not covered by insurance (examples: fire, theft, other insured loss)	\$ 0.00	_____
c. (1) Expenses for my minor children who are from other relationships and are living with me	\$ 0.00	_____
(2) Names and ages of those children (specify):		

(3) Child support I receive for those children \$ 2,577.00

The expenses listed in a, b, and c create an extreme financial hardship because (explain):

**20. Other information I want the court to know concerning support in my case (specify):**

12/05  
DJS

ORIGINAL

FL-335

KRC  
DEC 09 2007

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406) (Name, state bar number, and address):          NATALIE S. KELLER, Esq.. (SBN 224972)          James A. Jackson, Esq.. (SBN 134206)          LAW OFFICES OF JAMES A. JACKSON          45-200 Club Drive, Suite B          Indiar Wells, California 92210          TELEPHONE NO: (760)360-5222 FAX NO: (760)360-3321          ATTORNEY FOR (Name): TRACY FINNELL</p>	<p>FOR COURT USE ONLY</p> <p><b>FILED</b>          SUPERIOR COURT OF CALIFORNIA          COUNTY OF RIVERSIDE</p> <p>ON          NOV 29 2007          C. GONZALES</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE          STREET ADDRESS: 46-200 OASIS STREET          MAILING ADDRESS: SAME          CITY AND ZIP CODE: INDIO, CA 92201          BRANCH NAME: DESERT BRANCH</p>	<p>CASE NUMBER:          IND 090171</p>
<p>PETITIONER/PLAINTIFF: GILBERT FINNELL</p> <p>RESPONDENT/DEFENDANT: TRACY FINNELL</p> <p>OTHER PARENT:</p>	
<p><b>PROOF OF SERVICE BY MAIL</b></p>	

NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
- My residence or business address is: 45200 CLUB DRIVE, SUITE B  
INDIAN WELLS, CA 92210
- I served a copy of the following documents (specify): RESPONSIVE DECLARATION TO ORDER TO SHOW CAUSE OR NOTICE OF MOTION, INCOME AND EXPENSE DECLARATION

by enclosing them in an envelope AND


- depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
- placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:
  - Name of person served: GILBERT FINNELL
  - Address: 78590 ESTELLO COURT  
LA QUINTA, CA 92253
  - Date mailed: 5/21/2007
  - Place of mailing (city and state): INDIAN WELLS, CA

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

Date: 11-28-2007

DEVON ROWE  
(TYPE OR PRINT NAME)

  
(SIGNATURE OF PERSON COMPLETING THIS FORM)

## INFORMATION SHEET FOR PROOF OF SERVICE BY MAIL

Use these instructions to complete the *Proof of Service by Mail* (form FL-335).

A person at least 18 years of age or older must serve the documents. There are two ways to serve documents: (1) personal delivery and (2) by mail. See the *Proof of Personal Service* (form FL-330) if the documents are being personally served. The person who serves the documents must complete a proof of service form for the documents being served. **You cannot serve documents if you are a party to the action.**

### INSTRUCTIONS FOR THE PERSON WHO SERVES THE DOCUMENTS (TYPE OR PRINT IN BLACK INK)

You must complete a proof of service for each package of documents you serve. For example, if you serve the Respondent and the Other Parent, you must complete two proofs of service, one for the Respondent and one for the Other Parent.

*Complete the top section of the proof of service forms as follows:*

First box, left side: In this box print the name, address, and phone number of the person for whom you are serving the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. Use the same address for the court that is on the documents you are serving.

Third box, left side: Print the names of the Petitioner/Plaintiff, Respondent/Defendant, and Other Parent in this box. Use the same names listed on the documents you are serving.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. This number is also stated on the documents you are serving.

**You cannot serve a temporary restraining order by mail. You must serve those documents by personal service.**

1. You are stating that you are at least 18 years old and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. List the name of each document that you mailed (the exact names are listed on the bottoms of the forms).
  - a. Check this box if you put the documents in the regular U.S. mail.
  - b. Check this box if you put the documents in the mail at your place of employment.
4.
  - a. Print the name you put on the envelope containing the documents.
  - b. Print the address you put on the envelope containing the documents.
  - c. Write in the date that you put the envelope containing the documents in the mail.
  - d. Write in the city and state you were in when you mailed the envelope containing the documents.
5. You are stating under penalty of perjury that the information you have provided is true and correct.

**Print your name, fill in the date, and sign the form.**

*If you need additional assistance with this form, contact the Family Law Facilitator in your county.*



<p>GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406):  <b>JOHN REPLOGE, DIRECTOR</b>  <b>DEPARTMENT OF CHILD SUPPORT SERVICES</b>  <b>47-950 ARABIA STREET</b>  <b>INDIO, CA 92201-8828</b></p> <p>TELEPHONE NO.: (760) 863-7100 FAX NO. (Optional): (760) 863-7194</p> <p>E-MAIL ADDRESS (Optional):          ATTORNEY FOR (Name):</p>	<p>FOR COURT USE ONLY</p> <p><b>FILED</b>          SUPERIOR COURT OF CALIFORNIA          COUNTY OF RIVERSIDE</p> <p>DEC 05 2007  <i>MA</i></p> <p><b>M. ANGULO</b></p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b></p> <p>STREET ADDRESS: <b>46-200 OASIS STREET</b></p> <p>MAILING ADDRESS:          CITY AND ZIP CODE: <b>INDIO, CA 92201-2562</b>          BRANCH NAME: <b>LARSON JUSTICE CENTER</b></p>	<p><b>KRC</b>          DEC 07 2007</p>
<p>PETITIONER/PLAINTIFF: <b>GILBERT FINNELL</b></p> <p>RESPONDENT/DEFENDANT: <b>TRACEY FINNELL</b></p> <p>OTHER PARENT:</p>	<p>CASE NUMBER: <b>IND090171</b></p>
<p align="center"><b>ORDER AFTER HEARING</b></p>	

1. This matter proceeded as follows:  Uncontested  By stipulation  Contested
- a. Date: 12-05-2007 Dept.: DCS Judicial officer: J. MICHAEL MCCOY
- b.  Petitioner/plaintiff present  Attorney present (name):
- c.  Respondent/defendant present  Attorney present (name):
- d.  Other parent present  Attorney present (name):
- e. Local child support agency attorney (Family Code, §§ 17400, 17406) by (name): **DIANNE B. CARNEY**
- f.  Other (specify):
- g. The obligor (the parent ordered to pay support) is  petitioner/plaintiff  respondent/defendant  
 other parent
2.  Attached is a computer printout showing the parents' income and percentage of time each parent spends with the child(ren). The printout, which shows the calculation of child support payable, shall become the court's findings.
3.  This order is based on the attached documents (specify):

**THE COURT ORDERS**

4. a. All orders previously made in this action remain in full force and effect except as specifically modified below.
- b. Obligor is the parent of and must pay current child support for the following children:

<u>Name</u>	<u>Date of birth</u>	<u>Monthly support amount</u>
<b>JUDY FINNELL</b>	<b>03-11-1992</b>	
<b>TAMMY FINNELL</b>	<b>07-17-1996</b>	

- (1)  Other (specify):
- (2)  For a total of: \$ payable on the: day of each month beginning (date):
- (3)  The low-income adjustment applies.  
 The low-income adjustment does not apply because (specify reasons):

(4) Any support ordered will continue until further order of court, unless terminated by operation of law.

**NOTICE: Any party required to pay child support must pay interest on overdue amounts at the legal rate, which is currently 10 percent per year.**



PETITIONER/PLAINTIFF: GILBERT FINNELL	CASE NUMBER:
RESPONDENT/DEFENDANT: TRACEY FINNELL	IND090171
OTHER PARENT:	

4. c.  Obligor owes support arrears as follows, as of (date):
- (1)  Child support: \$  Spousal support: \$  Family support: \$
- (2)  Interest is not included and is not waived.
- (3)  Payable: \$ \_\_\_\_\_ on the: \_\_\_\_\_ day of each month beginning (date): \_\_\_\_\_
- (4)  Interest accrues on the entire principal balance owing and not on each installment as it becomes due.
- d. No provision of this order may operate to limit any right to collect the principal (total amount of unpaid support) or to charge and collect interest and penalties as allowed by law. All payments ordered are subject to modification.
- e. All payments must be made to (name and address of agency):  
**DEPARTMENT OF CHILD SUPPORT SERVICES  
CA STATE DISBURSEMENT UNIT  
PO BOX 989067 WEST SACRAMENTO, CA 95798-9067**
- f. **An Order/Notice to Withhold Income for Child Support (form FL-195) must issue. ID# 0000739217**
- g.  Obligor  Oblige must (1) provide and maintain health insurance coverage for the children if it is available through employment or a group plan, or otherwise available at no or reasonable cost, and must keep the local child support agency informed of the availability of the coverage; (2) if health insurance is not available, provide coverage when it becomes available; (3) within 20 days of the local child support agency request, complete and return a health insurance form; (4) provide to the local child support agency all information and forms necessary to obtain health-care services for the children; (5) present any claim to secure payment or reimbursement to the other parent or caretaker who incurs costs for health-care services for the children; (6) assign any rights to reimbursement to the other parent or caretaker who incurs costs for health-care services for the children. If the "Obligor" box is checked, a health insurance coverage assignment must issue.
- h. The parents must notify the local child support agency in writing within 10 days of any change in residence or employment.
- i. The form *Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.
- j.  The following person (the "other parent") is added as a party to this action under Family Code section 17404 (name):
- k.  The court further orders (specify):  
**THE PARENTS SHALL EQUALLY SHARE REASONABLE UNINSURED HEALTH CARE COSTS FOR THE CHILDREN.**

The court orders the custodial parent to execute IRS Form 8332 (Release of Claim to Exemption for Child of Divorced or Separated Parents), releasing the exemption for the child or children named above, commencing the calendar year this order is made and continuing until further order of the court unless the parents enter into a written agreement to the contrary.

Date: 12-5-07

5. Number of pages attached: 3

Approved as conforming to court order: Date:  _____ (SIGNATURE OF ATTORNEY FOR OBLIGOR)
---

  
J. MICHAEL MCCOY JUDICIAL OFFICER  
 SIGNATURE FOLLOWS LAST ATTACHMENT

**NOTICE OF RIGHTS AND RESPONSIBILITIES**  
**Health-Care Costs and Reimbursement Procedures**

**IF YOU HAVE A CHILD SUPPORT ORDER THAT INCLUDES A PROVISION FOR THE REIMBURSEMENT OF A PORTION OF THE CHILD'S OR CHILDREN'S HEALTH-CARE COSTS AND THOSE COSTS ARE NOT PAID FOR BY INSURANCE, THE LAW SAYS:**

**1. Notice.** You must give the other parent an itemized statement of the charges that have been billed for any health-care costs not paid by insurance. You must give this statement to the other parent within a reasonable time, but no more than 30 days after those costs were given to you.

**2. Proof of full payment.** If you have already paid all of the uninsured costs, you must (1) give the other parent proof that you paid them and (2) ask for reimbursement for the other parent's court-ordered share of those costs.

**3. Proof of partial payment.** If you have paid only your share of the uninsured costs, you must (1) give the other parent proof that you paid your share, (2) ask that the other parent pay his or her share of the costs directly to the health-care provider, and (3) give the other parent the information necessary for that parent to be able to pay the bill.

**4. Payment by notified parent.** If you receive notice from a parent that an uninsured health-care cost has been incurred, you must pay your share of that cost within the time the court orders; or if the court has not specified a period of time, you must make payment (1) within 30 days from the time you were given notice of the amount due, (2) according to any payment schedule set by the health-care provider, (3) according to a schedule agreed to in writing by you and the other parent, or (4) according to a schedule adopted by the court.

**5. Disputed charges.** If you dispute a charge, you may file a motion in court to resolve the dispute, but only if you pay that charge before filing your motion.

If you claim that the other party has failed to reimburse you for a payment, or the other party has failed to make a payment to the provider after proper notice has been given, you may file a motion in court to resolve the dispute. The court will presume that if uninsured costs have been paid, those costs were reasonable. The court may award attorney fees and costs against a party who has been unreasonable.

**6. Court-ordered insurance coverage.** If a parent provides health-care insurance as ordered by the court, that insurance must be used at all times to the extent that it is available for health-care costs.

**a. Burden to prove.** The party claiming that the coverage is inadequate to meet the child's needs has the burden of proving that to the court.

**b. Cost of additional coverage.** If a parent purchases health-care insurance in addition to that ordered by the court, that parent must pay all the costs of the additional coverage. In addition, if a parent uses alternative coverage that costs more than the coverage being provided by court order, that parent must pay the difference.

**7. Preferred health providers.** If the court-ordered coverage designates a preferred health-care provider, that provider must be used at all times consistent with the terms of the health insurance policy. When any party uses a health-care provider other than the preferred provider, any health-care costs that would have been paid by the preferred health provider if that provider had been used must be the sole responsibility of the party incurring those costs.



**INFORMATION SHEET ON CHANGING A CHILD SUPPORT ORDER****General Information**

The court has just made a child support order in your case. This order will remain the same unless a party to the action requests that the support be changed (modified). An order for child support can be modified only by filing a motion to change child support and serving each party involved in your case. If both parents and the local child support agency (if it is involved) agree on a new child support amount, you can complete, have all parties sign, and file with the court a *Stipulation to Establish or Modify Child Support and Order* (form FL-350) or *Stipulation and Order (Governmental)* (form FL-625).

**When a Child Support Order May Be Modified**

The court takes several things into account when ordering the payment of child support. First, the number of children is considered. Next, the net incomes of both parents are determined, along with the percentage of time each parent has physical custody of the children. The court considers both parties' tax filing status and may consider hardships, such as a child of another relationship. An existing order for child support may be modified when the net income of one of the parents changes significantly, the parenting schedule changes significantly, or a new child is born.

**Examples**

- You have been ordered to pay \$500 per month in child support. You lose your job. You will continue to owe \$500 per month, plus 10 percent interest on any unpaid support, unless you file a motion to modify your child support to a lower amount and the court orders a reduction.
- You are currently receiving \$300 per month for child support from the other parent, whose net income has just increased substantially. You will continue to receive \$300 per month unless you file a motion to modify your child support to a higher amount and the court orders an increase.
- You are paying child support based upon having physical custody of your children 30 percent of the time. After several months it turns out that you actually have physical custody of the children 50 percent of the time. You may file a motion to modify child support to a lower amount.

**How to Change a Child Support Order**

To change a child support order, you must file papers with the court. *Remember:* You must follow the order you have now.

**What forms do I need?**

If you are asking to change a child support order open with the local child support agency, you must fill out one of these forms:

- FL-680, *Notice of Motion (Governmental)* or FL-683, *Order to Show Cause (Governmental)* and
- FL-684, *Request for Order and Supporting Declaration (Governmental)*

If you are asking to change a child support order that is not open with the local child support agency, you must fill out one of these forms:

- FL-301, *Notice of Motion*, or FL-300, *Order to Show Cause and*
- FL-310, *Application for Order and Supporting Declaration or*
- FL-390, *Notice of Motion and Motion for Simplified Modification of Order for Child, Spousal, or Family Support*

You must also fill out one of these forms:

- FL-150, *Income and Expense Declaration* or FL-155, *Financial Statement (Simplified)*

**What if I am not sure which forms to fill out?**

Talk to the family law facilitator at your court.

**After you fill out the forms**, file them with the court clerk and ask for a hearing date. Write the hearing date on the form.

The clerk will ask you to pay a filing fee. If you cannot afford the fee, fill out these forms, too:

- Form FW-001, *Application for Waiver of Court Fees and Costs*
- Form FW-003, *Order on Application for Waiver of Court Fees and Costs*

**You must serve the other parent.** If the local child support agency is involved, serve it too.

This means someone 18 or over --not you-- must serve the other parent copies of your filed court forms at least **16 court days** before the hearing. Add **5 calendar days** if you serve by mail within California (see Code of Civil Procedure section 1005 for other situations). **Court days** are weekdays when the court is open for business (Monday through Friday except court holidays). **Calendar days** include all days of the month, including weekends and holidays. To determine court and calendar days, go to [www.courtinfo.ca.gov/selfhelp/courtcalendars/](http://www.courtinfo.ca.gov/selfhelp/courtcalendars/).

The server must also serve blank copies of these forms:

- FL-320, *Responsive Declaration to Order to Show Cause or Notice of Motion* and FL-150, *Income and Expense Declaration*, or
- FL-155, *Financial Statement (Simplified)*

Then the server fills out and signs a *Proof of Service* (form FL-330 or FL-335). Take this form to the clerk and file it.

**Go to your hearing and ask the judge to change the support.** Bring your tax returns from the last two years and your last two months' pay stubs. The judge will look at your information, listen to both parents, and make an order. After the hearing, fill out:

- FL-340, *Findings and Order After Hearing and*
- FL-342, *Child Support Information and Order Attachment*

**Need Help?**

Contact the family law facilitator in your county or call your county's bar association and ask for an experienced family lawyer.

**Aviso Sobre Derechos y Responsabilidades**  
**Procedimientos relativos a costos de salud y devolución de dichos costos**

Si usted tiene una orden de manutención de menores que disponga la devolución de costos incurridos por servicios de salud para menores y costos no cubiertos por el seguro médico, la ley dice lo siguiente:

**1. Aviso.** Se debe dar al otro padre una factura detallada relacionando los costos cobrados por servicios de salud que no estén cubiertos por seguro médico. Esta factura se le debe dar al otro padre con antelación razonable y no más tarde de 30 días después de haber recibido dichos cobros de pago.

**2. Comprobante de pago total.** Si usted ya pagó todos los costos de salud correspondientes a individuos no asegurados, deberá: (1) proporcionar al otro padre el comprobante de haber pagado y (2) pedirle al otro padre que le pague la porción de los costos que al otro padre le corresponda, según la orden del tribunal.

**3. Comprobante de pago parcial.** Si sólo pagó su porción de los costos no cubiertos por el seguro, debe: (1) darle al otro padre un comprobante indicando que ya pagó dicha porción, (2) pedir al otro padre que pague directamente al proveedor de servicios médicos la parte de los costos que al otro padre le corresponda y (3) darle al otro padre la información necesaria para que pague la factura.

**4. Pago que le corresponde al padre notificado.** Si usted recibe notificación del otro padre indicando costos incurridos por servicios de salud para individuos sin seguro, deberá pagar la porción que le corresponde a usted dentro del plazo ordenado por el tribunal, o si el tribunal no especifica un plazo, usted deberá pagar dichos costos, ya sea, (1) a más tardar en 30 días, desde la fecha en que recibió la notificación sobre los costos por pagar, (2) según un horario de pagos fijado por el proveedor de servicios de salud, (3) según un horario acordado por escrito entre usted y el otro padre o (4) según el horario adoptado por el tribunal.

**5. Cuando se disputan los costos.** Si usted disputa un costo, puede presentar al tribunal una moción (o pedimento) para resolver la disputa. Sólo podrá hacer esto, si paga el costo antes de presentar la moción. Si su reclamo consiste en que la otra parte no le ha pagado a usted por un costo, o que no le ha pagado al proveedor de servicios de salud después de la notificación apropiada, usted puede presentar una moción ante el tribunal para resolver la disputa.

El tribunal asumirá que si los costos ya se han pagado, dichos costos han sido razonables. Si una persona se comporta de una manera que no sea razonable, el tribunal puede imponerle que pague honorarios de abogado.

**6. Cobertura de seguro por orden de tribunal.** Si un padre tiene seguro de salud por orden del tribunal, ese seguro se usará todo el tiempo, siempre que esté disponible para cubrir los costos de servicios de salud.

**a. Responsabilidad de comprobar.** La responsabilidad de comprobar ante el tribunal que la cobertura de servicios de salud es inadecuada para los menores recae sobre la parte que reclama que es inadecuada.

**b. Costos de cobertura adicional.** Si uno de los padres compra un seguro de salud adicional al que haya sido ordenado por el tribunal, tal padre deberá pagar todo el costo de la cobertura adicional. Y si uno de los padres usa una manera alterna para cubrir gastos médicos que cuestan más que la cobertura dispuesta por el tribunal, dicho padre tendrá que pagar la diferencia.

**7. Proveedor preferido para servicios de salud.** Si la orden del tribunal especifica un proveedor preferido para servicios de salud, dicho proveedor deberá usarse siempre, según los términos de la póliza del seguro de salud. Si una de las partes decide usar un proveedor que no sea el preferido e incurre costos que podrían haber sido cubiertos por el proveedor preferido si se hubieran utilizado sus servicios, dicha parte asumirá la responsabilidad de cubrir los costos incurridos.

## Información sobre cómo cambiar una orden judicial sobre manutención de menores

### Información general

El tribunal acaba de dar una orden judicial sobre manutención de menores en esta causa. Esta orden permanecerá en efecto, a menos que alguna de las partes de la causa pida que se modifique. Sólo se puede modificar una orden de manutención de menores si se presenta ante el tribunal una moción (o pedimento) de modificación de manutención y si se da una copia de dicha moción a las partes interesadas en la causa. Si ambos padres llegan a un común acuerdo sobre una suma y si la agencia local que vigila la manutención de menores también acepta el acuerdo (si dicha agencia participa), se puede llenar y hacer que cada una de las partes firme una *Estipulación para Establecer o Modificar una Orden de Manutención de Menores* (formulario FL-350) o llenar y hacer que cada una de las partes firme una *Estipulación y Orden (Documento gubernamental)* (formulario FL-625).

### ¿Cuándo se puede modificar una orden de manutención de menores?

El juez toma varios factores en consideración cuando emite una orden judicial sobre el pago de manutención de menores. Primero, considera, el número de hijos. Luego, determina los ingresos de ambos padres y el porcentaje del tiempo que cada padre asume la custodia física de los hijos. El tribunal estudia el estado tributario (pago de impuestos) de ambas partes y puede tener en cuenta factores de dificultad económica, tales como la existencia de hijos de otra relación. Se puede modificar la orden sobre manutención de menores si ocurre un cambio considerable en los ingresos netos de uno de los padres, un cambio considerable en el tiempo que los menores pasan con cada uno de los padres, o cuando nace un nuevo hijo.

### Ejemplos:

- Si a usted se le ha ordenado pagar \$500 mensuales de manutención de menores y luego pierde su empleo, continuará debiendo \$500 mensuales. Además usted deberá 10% de intereses de la suma de manutención adeudada, a menos que presente una moción pidiendo que se modifique y se reduzca la suma de manutención y que el tribunal ordene dicha reducción.
- Si usted está recibiendo \$300 mensuales por manutención de menores provenientes del otro padre y los ingresos de ese padre aumentan considerablemente, usted continuará recibiendo \$300 mensuales, a menos que usted presente una moción para modificar la orden y que el tribunal ordene el aumento de la suma de manutención de menores.
- Si paga manutención de menores basándose en que pasa un 30% de tiempo asumiendo la custodia parcial de sus hijos y después de varios meses, resulta que en efecto pasa el 50% del tiempo a cargo de la custodia física de sus hijos, en dado caso, podrá presentar una moción pidiendo que se reduzca la suma de manutención.

### Cómo modificar una orden existente de manutención de hijos menores

Para modificar una orden de manutención de hijos menores usted debe presentar documentos ante el tribunal. Recuerde: Usted tiene la obligación de cumplir la orden judicial existente.

### ¿Qué formularios necesita?

Si está pidiendo que el tribunal modifique una orden de manutención cuyo caso esté abierto en la agencia local que vigila la manutención de menores, deberá llenar los siguientes formularios:

- FL-680 Aviso de petición (Gubernamental) o FL-683 Orden de motivos justificativos (Gubernamental) y
- FL-684 Solicitud de orden y declaración de respaldo

Si está pidiendo que el tribunal modifique una orden de manutención cuyo caso no esté abierto en la agencia local que vigila la manutención de menores, deberá llenar los siguientes formularios:

- FL-301 Aviso de petición o FL-300 Orden de motivos justificativos y
- FL-310 Solicitud para una orden y declaración de respaldo (Derecho de familia - Paternidad uniforme) o
- FL-390 Aviso de petición y petición simplificada de modificación de orden de manutención de hijos menores, de cónyuge o de familia

También deberá llenar uno de los siguientes formularios:

- FL-150 Declaración de ingresos y gastos o FL-155 Declaración sobre finanzas (Simplificada)

### ¿Qué puedo hacer si no sé qué formulario llenar?

Hable con el asesor legal del tribunal de familia.

Después de llenar los formularios, radíquelos en el tribunal y pida una audiencia ante el tribunal. Escriba la fecha de su audiencia en su formulario.  
En la secretaría le pedirán que pague la cuota de radicación. Si no tiene los medios para pagar la cuota, llene también los siguientes formularios:

- Formulario FW-001, Solicitud de exención de cuotas y costos judiciales
- Formulario FW-003 Orden de exoneración de cuotas y costos judiciales

Usted tiene que hacer la "entrega legal" de los formularios de modificación al otro padre. Si la agencia local que vigila la manutención de hijos menores participa en la causa, entregue también los documentos a esa agencia.

Esto significa que una persona de no menos de 18 años (y que no sea usted mismo) debe entregar copias de los formularios por lo menos 16 días hábiles del tribunal antes de la audiencia. Se deben añadir 5 días calendario más si la entrega se hace por correo postal dentro de California (véase Código Civil de Procedimientos, sección 1005 para ver otras situaciones). Los días hábiles del tribunal son los días cuando el tribunal está funcionando, de lunes a viernes, exceptuando los días feriados. Los días calendario son todos los días de la semana, incluyendo los fines de semana y los días feriados. Para obtener mayor información, visite: [www.courtinfo.ca.gov/selfhelp/courtcalendars](http://www.courtinfo.ca.gov/selfhelp/courtcalendars).

La persona que haga entrega de la copia de los documentos deberá entregar copias de los siguientes formularios:

- FL-320 Declaración de respuesta y FL-150 Declaración de ingresos y gastos, o
- FL-155 Declaración de finanzas (Simplificada)

La persona que hace la entrega entonces llena y firma el comprobante de entrega (formularios FL-330 o FL-335). Luego, usted lleva este documento a la secretaría del tribunal para radicarlo.

Vaya a su audiencia ante el tribunal y pida al juez que modifique la manutención. Lleve consigo sus formularios más recientes de declaración de impuestos federales de los últimos dos años y sus talones de pago de los últimos dos meses. El juez estudiará la información presentada, escuchará a ambos padres y emitirá una orden. Después de la audiencia usted debe llenar los formularios:

- FL-340 Conclusiones y orden después de la audiencia y
- FL-342 Documento adjunto con información sobre manutención de menores y orden judicial.

#### ¿Necesita ayuda?

Consulte con el Asesor Legal del tribunal de Familia de su condado o llame al colegio de abogados de su condado y pida un abogado con experiencia en el tribunal de familia.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): James A. Jackson, Esq. (SBN 134206) LAW OFFICES OF JAMES A JACKSON 74123 Aster Drive Palm Desert, CA 92260 TELEPHONE NO.: (760) 341-4545 FAX NO.: (760) 340-0099 ATTORNEY FOR (Name): TRACEY FINNELL	<div style="text-align: center;"> <p><b>FILED</b></p> <p>SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</p> <p><b>NOV 12 2008</b></p> <p><b>C. GONZALES</b></p> </div> <div style="text-align: right; font-size: small;"> <p>MMJ</p> <p>NOV 13 2008</p> <p>if</p> </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE Street Address: 46-200 Oasis Street Mailing Address: 46-200 Oasis Street City & Zip Code: Indio CA 92201	
Plaintiff/Petitioner: GILBERT FINNELL Defendant/Respondent: TRACEY FINNELL	
DECLARATION RE: TWELVE HOUR NOTICE UPON EX PARTE APPLICATION FOR ORDERS	CASE NUMBER: IND090171

I, the undersigned, declare: IRMA JIMENEZ

1. I have given notice to this Ex Parte Application to GILBERT FINNELL JR  Yes  No (skip #2 and 3. Complete #4)

- A.  By a telephone call to number 760-469-6618 at 9:20 AM am/pm on 11/12/2008
- B.  By personal delivery of a copy of the document at \_\_\_\_\_ am/pm, on \_\_\_\_\_  
 To:  Petitioner/Protected Person  Respondent/Restrained Person  
 Attorney for  Petitioner/Protected Person  Respondent/Restrained Person
- C.  Personally advised \_\_\_\_\_ at \_\_\_\_\_ am/pm on \_\_\_\_\_
- D.  Fax Transmission to number \_\_\_\_\_ at \_\_\_\_\_ am/pm on \_\_\_\_\_
- E.  Other

2. The other Party was advised to appear on 11-13-2008 at 8:15 a.m./p.m. in courtroom 2E at the Court located at:

- 46-200 Oasis St., Indio, CA  47-665 Oasis St., Indio CA

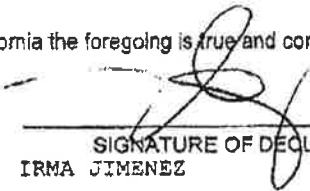
3. I received the following response I HAVE NO JOB AND NO MONEY TO PAY THE ATTORNEYS FEES. THANK YOU.

4. I have not given notice of the application for the ex parte orders because:

- a. I made reasonable, good faith efforts to give notice as follows:

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

11-12-2008 @ 9:00 35AM  
Date and Time

  
SIGNATURE OF DECLARANT  
IRMA JIMENEZ



22

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JAMES A. JACKSON, ESQ. (SBN 134206)  
LAW OFFICES OF JAMES A. JACKSON  
74123 Aster Drive  
Palm Desert, CA 92260  
Telephone: (760) 340-4545  
Facsimile: (760) 340-0099

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 08 2008

CY  
FEB 9 2008

Attorneys for TRACEY FINNELL,

C. GIBBS

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE**

TRACEY FINNELL,

Petitioner,

v.

GILBERT FINNELL,

Respondent.

CASE NO.: IND 090171

NOTICE OF CHANGE OF  
ADDRESS

**PLEASE TAKE NOTICE** that effective February 12, 2008, the address and telephone number for the Law Offices of James A. Jackson will be changed. Our new address and phone number is:

**LAW OFFICES OF JAMES A. JACKSON**  
74-123 Aster Drive  
Palm Desert, CA 92260  
Telephone: (760) 340-4545  
Facsimile: (760) 340-0099

Dated: February 7, 2008

James A. Jackson  
JAMES A. JACKSON  
Attorney for TRACEY FINNELL



#12

SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

DEC 16 2008

M. ANGULO

MM 1  
DEC 17 2008

finnell.  
Petitioner/Plaintiff,

Case No. IND 09 0171

v.  
finnell.  
Respondent/Defendant.

STIPULATION FOR THE APPOINTMENT OF  
COURT COMMISSIONER AS JUDGE PRO TEM  
TO HEAR AND DECIDE ALL PRESENT AND  
FUTURE MATTERS IN THIS CASE

The Judicial Officer in this Court, J. Michael McCoy, is a Superior Court Commissioner and a full-time Judicial Officer. He was selected by the Judges of the Superior Court to serve in this capacity. Before the Commissioner can preside over this case, all parties, or their attorneys on their behalf, must agree that the Commissioner may serve as the Judge for this case.

If any party does not agree that the Commissioner may serve as the Judge for this case, the matter will be sent to another Judicial Officer for today's matter and any future matters. To agree or stipulate to the Commissioner means that you approve the hearing of this case by the Commissioner both today and at all future hearings and trials in this case, including post-judgment matters.

Authority for a Commissioner to serve as a Judge Pro Tem is found in the Constitution of the State of California at Article Six, Sections 21 and 22. The Commissioner has taken the oath of office as to all matters assigned. It is hereby agreed and stipulated that Commissioner J. Michael McCoy may hear and decide all matters in this case through the pendency of this case, sitting as a Judge Pro Tem.

If this document is signed by an attorney for a party to this case, it is represented to the court that said attorney has the right and authority to execute this Stipulation.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney or Petitioner in Pro Per

Dated: \_\_\_\_\_

By: [Signature]  
Attorney for Respondent in Pro Per

GOOD CAUSE APPEARING THEREFORE, it is hereby ordered that Superior Court Commissioner J. Michael McCoy is appointed to preside over this matter as a Judge Pro Tem.

Dated: JAN 02 2007

[Signature]  
HAROLD W. HOPI,  
Supervising Judge

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 177 Assessment No.: 642031003-1

Assessee: FINNELL, GILBERT JR & TRACEY & AMG DEV INC

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

RECEIVED  
2014 MAY 19 PM 2:10  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ \_\_\_\_\_ from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 200603821 recorded on 5-25-06. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

**NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.**

AMG DEV INC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 16<sup>th</sup> day of MAY, 2014 at RIVERSIDE, CALIFORNIA  
County, State

Alfredo T. Meza  
Signature of Claimant

George T. Mitchell  
Signature of Claimant

ALFREDO T MEZA  
Print Name

George T. Mitchell  
Print Name

80-833 Mary Lane  
Street Address

79-940 TRINIDAD DR  
Street Address

INDIO CAL 92201  
City, State, Zip

BERMUDA Dunes CA  
City, State, Zip 92203

760-485-5359  
Phone Number

760-345-3615  
Phone Number

RECORDING REQUESTED BY:  
 Fidelity National Title Company  
 Escrow No. 413881-CB  
 Title Order No.

When Recorded Mail Document  
 and Tax Statement To:  
 Mr. and Mrs. Gilbert Finnell, Jr.  
 42880 Caballeros Dr.  
 Indio, CA 92201

DOC # 2006-0382181  
 05/25/2006 08:00A Fee:26.00  
 Page 1 of 4 Doc T Tax Paid  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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APN: 642-031-003-1

TRA: 014

GRANT DEED

The undersigned grantor(s) declare(s)  
 Documentary transfer tax is \$165.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gilbert Finnell, Jr. and Tracey Finnell, Husband and Wife as Joint Tenants

hereby GRANT(S) to Gilbert Finnell, Jr. and Tracey Finnell, Husband and Wife as Joint Tenants, as to a undivided 73% interest and AMG Development, Inc., a California Corporation, as to a undivided 27% interest, as Tenants in Common

the following described real property in the City of Desert Hot Springs  
 County of Riverside, State of California:  
 SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

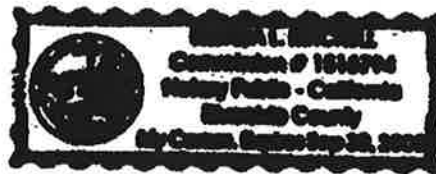
DATED: April 20, 2006

STATE OF CALIFORNIA  
 COUNTY OF Riverside  
 ON April 27, 2006, before me,  
Gilbert & Tracey Finnell personally appeared  
42880 Caballeros Dr.  
Desert Hot Springs Ca 92203

Gilbert Finnell, Jr.  
  
 Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal  
 Signature



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No. 413881-CB  
Title Order No.

## EXHIBIT "ONE"

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 32, Township 2 South, Range 5 East, San Bernardino Base and Meridian, in the City of Desert Hot Springs, County of Riverside, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the Southerly 40 feet thereof.

STATE OF California

COUNTY OF Riverside

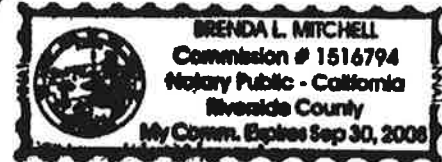
On April 27, 2008 before me, Brenda L. Mitchell, Notary Public  
(Name, Title of Officer)

personally appeared Gilbert Finnell, Jr. and Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Brenda L. Mitchell*  
(Signature of Notary Public)



(This area for notarial seal)

STATE OF California

COUNTY OF Riverside

On April 27, 2006 before me, Brenda L. Mitchell, Notary Public  
(Name, Title of Officer)

personally appeared Gilbert Finnell, Jr. and Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

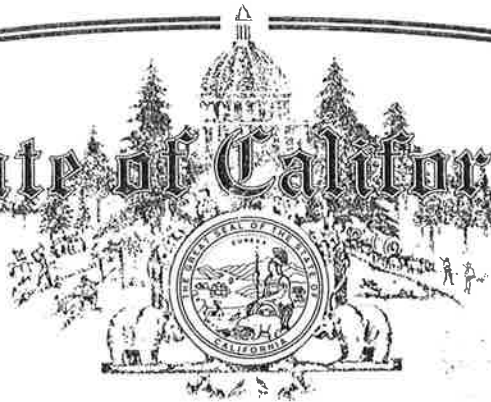
\_\_\_\_\_  
(Signature of Notary Public)

(This area for notarial seal)



INDEXED  
OCT

# State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of



OCT - 7 2002

Secretary of State

of

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

A-M-G Development, Inc.

OCT - 2 2002

BILL JONES, Secretary of State

ONE: The name of this corporation is A-M-G Development, Inc.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process is:  
Michael G. Mitchell, §1-201 Indio Blvd, Indio, CA 92201

FOUR: This corporation is authorized to issue only one class of shares of stock, which shall be designated common stock. The total number of shares it is authorized to issue is 3,000  
(Three Thousand) shares.

FIVE: The names and addresses of the persons who are appointed to act as the initial directors of this corporation are:

Name	Address
<u>Alfredo Meza</u>	<u>82675 Indio Blvd, Indio, CA 92201</u>
<u>Michael G. Mitchell</u>	<u>82675 Indio Blvd, Indio, CA 92201</u>
<u>George Mitchell</u>	<u>82675 Indio Blvd, Indio, CA 92201</u>

SIX: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVEN: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.


IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, have executed these Articles of Incorporation.

Dated: AUG 26 2002

Michael G. Mitchell  
George T. Mitchell  
Alfredo

The undersigned, being all the persons named above as the initial directors, declare that they are the persons who executed the foregoing Articles of Incorporation, which execution is their act and deed.

Dated: AUG 26 2002

  
\_\_\_\_\_  
*George T. Mitchell*  
*Michael C. Mitchell*  
\_\_\_\_\_



**FOUND EXTRA MONEY, LLC**  
UNCLAIMED MONEY CONSULTANTS  
**WWW.FoundExtraMoney.com**  
Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**PLEASE REPLY TO LOS ANGELES OFFICE**

September 29, 2014

Mr. Don Kent  
Riverside County Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502

**RE: Excess Proceeds Claim: Parcel Number 642-031-003 (Vacant Lot  
Desert Hot Springs, CA 92240)**

Sale Date: 08/20/2013

Recorded Date: 10/02/2013

Total Amount of Excess Proceeds: approximately \$34,900.00

Claimant: GILBERT FINNELL, JR. and TRACEY FINNELL (deceased) as Joint Tenants  
(73% interest of \$34,900.00 = \$25,475.00), 75% of \$25,475.00 = \$19,106.25

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—25% of \$25,475.00 =  
\$6,368.75

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the Tax Collector's Public Tax Auction held on August 20, 2013:

1. Copy of the Grant Deed recorded on 05/25/2006 showing GILBERT FINNELL, JR. and TRACEY FINNELL, Husband and Wife as Joint Tenants as having been granted an undivided 73% interest in the above referenced APN (3 pages);
2. County of Riverside, Office of the Treasurer-Tax Collector Sale of Tax-Defaulted Property (Sale #TC197) on August 15, 2013 thru August 20, 2013, showing the above referenced parcel to be Item#177 on the sale list (1 page);

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RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

3. Property Report showing the legal description of the property, and showing GILBERT FINNELL, JR. and TRACEY FINNELL as having been the sellers of the property at the time of the Public Auction which was recorded on 10/02/2013 (4 pages);
4. Limited Power of Attorney signed by GILBERT FINNELL, JR. authorizing his son, GILBERT FINNELL, III, to act on his behalf with regard to filing a claim for excess proceeds. Notarized copy will follow. (1 page);
5. Copy of the Death certificate for Tracey Finnell. Certified copy will follow. (1 page);
6. Riverside County Claim for Excess Proceeds from the Sale of Tax-Defaulted Property signed by GILBERT FINNELL, III and dated September 26, 2014 (1 page);
7. Authorization, Assignment, and Fee Agreement signed by Gilbert Finnell, Jr. (Assignor) on 09/30/2014 and FEM, LLC (Assignee) signed on 09/30/2014 to pay 25% of the amount to FEM, LLC (1 page);
8. Authorization, Assignment, and Fee Agreement signed by GILBERT FINNELL, III (Assignor) on 08/08/2014 and FEM, LLC (Assignee) signed on 09/29/2014 to pay 25% of the amount to FEM, LLC (1 page);
9. Notarized Assignment of Right to Collect Excess Proceeds to Found Extra Money, LLC, signed by GILBERT FINNELL, III on 09/26/2014, and by DENNIS A. MURKEY, Manager for Found Extra Money, LLC on 09/29/2014 (1 page);

Pursuant to California Courts of Appeals case law and statutory authority you must recognize that our rights, as an assignee, must be protected in any distribution of proceeds by issuing of a separate draft in the name of Found Extra Money, LLC. (*Marion Drive, LLC v. Saladino* (2006) 136 Cal.App.4<sup>th</sup> 1432, 1437; *Fjaeran v. Board of Supervisors* (1989) 210 Cal.App.3d 434,442; CA Rev. & Tax Code Sec. 4675, subd (e) (2). Assignments are permitted (Section 4675, subd. (b));

10. Riverside County Claim for Excess Proceeds from the Sale of Tax - Defaulted Property signed by DENNIS A. MURKEY, Manager for FEM, LLC on 09/29/2014 (1 page);

11. A valid photo ID of GILBERT FINNELL, III (1 page);

12. A completed W-9 Form signed by GILBERT FINNELL, III on 09/26/2014 (1 page);

13. A completed and signed W-9 Form by DENNIS A. MURKEY, Manager for Found Extra Money, LLC dated 09/29/2014 (1 page);

14. Notarized Limited Power of Attorney authorizing Found Extra Money, LLC to represent GILBERT FINNELL, III as true and lawful attorney to do all things with regard to the collection of excess proceeds, and signed by GILBERT FINNELL, III on September 26, 2014 (1 page).

Please issue separate checks as follow:

GILBERT FINNELL, III—75% = \$19,106.25  
FOUND EXTRA MONEY, LLC—25% = \$6,368.75

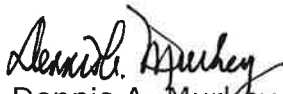
Mail to:

Found Extra Money, LLC  
9420 Reseda Blvd., #830  
Northridge, CA 91324

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.

Sincerely,

  
Dennis A. Murkey  
FEM, LLC

1

RECORDING REQUESTED BY:  
Fidelity National Title Company  
Escrow No. 413881-CB  
Title Order No.

When Recorded Mail Document  
and Tax Statement To:  
Mr. and Mrs. Gilbert Finnell, Jr.  
42880 Caballeros Dr.  
Indio, CA 92201

DOC # 2006-0382181  
05/25/2006 08:00A Fee:26.00  
Page 1 of 4 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		4			✓			
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

M  
TE

5 USE  
26

APN: 642-031-003-1

TRA: 014

GRANT DEED

The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$165.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gilbert Finnell, Jr. and Tracey Finnell, Husband and Wife as Joint Tenants

hereby GRANT(S) to Gilbert Finnell, Jr. and Tracey Finnell, Husband and Wife as Joint Tenants, as to a undivided 73% interest and AMG Development, Inc., a California Corporation, as to a undivided 27% interest, as Tenants in Common

the following described real property in the City of Desert Hot Springs  
County of Riverside, State of California:  
SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

DATED: April 20, 2006

STATE OF CALIFORNIA  
COUNTY OF Riverside

ON April 27, 2006 before me,  
Gilbert + Tracey Finnell personally appeared  
@ 42880 Caballeros Dr.  
Indio, CA 92203

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*Gilbert Finnell, Jr.*  
Gilbert Finnell, Jr.

*Tracey Finnell*  
Tracey Finnell



Witness my hand and official seal

Signature

*Brenda Mitchell*

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Escrow No. 413881-CB  
Title Order No.

## EXHIBIT "ONE"

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 32, Township 2 South, Range 5 East, San Bernardino Base and Meridian, in the City of Desert Hot Springs, County of Riverside, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the Southerly 40 feet thereof.



STATE OF California

COUNTY OF Riverside

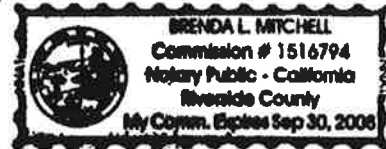
On April 27, 2006 before me, Brenda L. Mitchell, Notary Public  
(Name, Title of Officer)

personally appeared Gilbert Finnell, Jr. and Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Brenda L. Mitchell*  
(Signature of Notary Public)



(This area for notarial seal)

STATE OF California

COUNTY OF Riverside

On April 27, 2006 before me, Brenda L. Mitchell, Notary Public  
(Name, Title of Officer)

personally appeared Gilbert Finnell, Jr. and Tracey Finnell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)

(This area for notarial seal)

FROM :

FAX NO. :

Sep. 30 2014 06:18PM P2

**FOUND EXTRA MONEY, LLC**

UNCLAIMED MONEY CONSULTANTS

[www.FoundExtraMoney.com](http://www.FoundExtraMoney.com)

Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**LIMITED POWER OF ATTORNEY**

**BE IT KNOWN** that Gilbert Finnell, Jr. has made and appointed and by these presents does hereby make and appoint Gilbert Finnell, III, in his/her name, place and stead, for the following and limited purposes only: TO DO ALL THINGS NECESSARY TO THE FILING, COLLECTION AND RECOVERY OF ANY AND ALL UNCLAIMED PROPERTY AND/OR EXCESS PROCEEDS FUNDS FROM ANY/ALL FINANCIAL INSTITUTIONS AND/OR GOVERNMENT AGENCIES, giving and granting said attorney full power and Authority to do and perform all and every act and thing whatsoever necessary to be done in And about the specific and limited premises (set out herein) as fully, to all intents and purposes as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawful do or cause to be done by virtue hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on this 30<sup>th</sup> day of SEPTEMBER, 20 14

  
(Signature)

GILBERT FINNELL JR.  
(Please Print)

State of California

County of \_\_\_\_\_]

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is /are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

Notary Public  
My Commission Expires on: \_\_\_\_\_

(Place Notary Seal above)

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3200833009803

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (GIVEN)		3. LAST (FAMILY)	
TRACY		FINNELL	
2. MIDDLE		4. DATE OF BIRTH	
JEAN		08/19/1960	
5. AGE Yrs.		6. SEX	
48		F	
7. DATE OF DEATH		8. HOUR (24 HOUR)	
09/21/2008		1035	
9. BIRTH STATE/FOREIGN COUNTRY		10. MARRIAGE STATUS (at time of death)	
CA		MARRIED	
11. EDUCATION - Highest level (see worksheet on back)		12. OCCIDENTAL RACE - (Use 1 to 5; see worksheet on back)	
HS GRADUATE		WHITE	
13. USUAL OCCUPATION - Type (check for most of life. DO NOT USE RETIRED)		14. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, real estate, etc. or payment agency, etc.)	
HOMEMAKER		OWN HOME	
15. DECEDENT'S RESIDENCE (Street and number or location)		16. YEARS IN OCCUPATION	
78590 ESTELO CT		23	
17. CITY		18. COUNTY (PROVINCE)	
LA QUINTA		RIVERSIDE	
19. ZIP CODE		20. YEARS IN COUNTY	
92253		16	
21. STATE/FOREIGN COUNTRY		22. DECEDENT'S MARITAL ADDRESS (Street and number or location, city, county, state, ZIP)	
CA		78590 ESTELO CT, LA QUINTA, CA 92253	
23. NAME OF SURVIVING SPOUSE - FIRST		24. LAST (Family Name)	
GILBERT		FINNELL JR.	
25. NAME OF FATHER - FIRST		26. LAST	
ROBERT		ABBEY	
27. NAME OF MOTHER - FIRST		28. LAST	
SEINA		LLOYD	
29. DATE OF FINAL DISPOSITION		30. PLACE OF FINAL DISPOSITION	
09/30/2008		RES GILBERT FINNELL JR. 78590 ESTELO CT, LA QUINTA, CA 92253	
31. TYPE OF DISPOSITION		32. SIGNATURE OF EMBALMER	
CR/RES		NOT EMBALMED	
33. NAME OF FUNERAL ESTABLISHMENT		34. LICENSE NUMBER	
FITZHENRY FUNERAL HOME - PDC		FD-1571	
35. SIGNATURE OF LOCAL REGISTRAR		36. DATE	
ERIC K. FRYKMAN, M.D.		09/26/2008	
37. PLACE OF DEATH		38. IF OTHER THAN HOSPITAL, SPECIFY ONE	
RIVERSIDE		<input type="checkbox"/> Home <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
39. COUNTY		40. CITY	
RIVERSIDE		LA QUINTA	
41. CAUSE OF DEATH		42. IF OTHER THAN HOSPITAL, SPECIFY ONE	
METASTATIC COLON CANCER		<input type="checkbox"/> Home <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
43. SIGNATURE AND TITLE OF CERTIFIER		44. LICENSE NUMBER	
JOHN PREKEZES, M.D.		9705	
45. TYPE AND TITLE OF PHYSICIAN'S NAME, TRAINING ADDRESS, ZIP CODE		46. DATE	
JOHN PREKEZES, M.D., 40075 BOB HOPE DR STE F, RANCHO MIRAGE, CA 92270		09/25/2008	
47. MANNER OF DEATH		48. HOURS AT WORK	
<input type="checkbox"/> Normal <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> LINK	
49. PLACE OF INJURY (e.g., home, construction site, workplace, etc.)		50. INJURY DATE (month/year)	
51. DESCRIBE HOW INJURY OCCURRED (Street and number of location, city, and ZIP)		52. HOUR (24 HOUR)	
53. LOCATION OF INJURY (Street and number of location, city, and ZIP)		54. SIGNATURE OF CORONER / DEPUTY CORONER	
55. DATE		56. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
09/20/2008		ERIC K. FRYKMAN, M.D.	

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

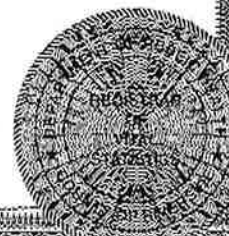
CERTIFIED COPY OF VITAL RECORDS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

Oct 6, 2008

DATE ISSUED

Eric Frykman, M.D., Local Registrar RIVERSIDE COUNTY, CALIFORNIA



This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

2

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 177 Assessment No.: 642031003-1

Assessee: FINNELL, GILBERT JR & TRACEY & AMG DEV INC

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of ~~\$34,900.00 (2013)~~ from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0475303; recorded on 10/02/2013. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

**NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.**

GRANT DEED

SEE ATTACHED DOCUMENTS

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 26 day of September, 2014 at Riverside, California  
County, State

\* Gilbert Finnell III  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

GILBERT FINNELL III  
Print Name

\_\_\_\_\_  
Print Name

79090 AVENUE 42, # P104  
Street Address

\_\_\_\_\_  
Street Address

BERMUDA DUNES, CA 92203  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

(760) 851-1760  
Phone Number

\_\_\_\_\_  
Phone Number

9

FROM :

FAX NO. :

Sep. 30 2014 06:18PM P1

**FOUND EXTRA MONEY, LLC**  
 UNCLAIMED MONEY CONSULTANTS  
[WWW.FoundExtraMoney.com](http://WWW.FoundExtraMoney.com)  
 Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**  
 8022 S. Rainbow Blvd. #362  
 Las Vegas, NV 89139  
 Toll Free: (888) 867-4785  
 Fax No: (702) 331-4992

**LOS ANGELES OFFICE**  
 9420 Reseda Blvd. #830  
 Northridge, CA 91324  
 Toll Free: (888) 867-4785  
 Fax No.: (818) 701-7184

PLEASE REPLY TO: Los Angeles Office **CLAIM NO: RC (8)-13**  
**AUTHORIZATION AND FEE AGREEMENT**

By executing this Agreement, the undersigned hereby authorizes Found Extra Money, LLC, ("FEM, LLC") by its agents and its representatives, as Claimants' exclusive agent, and its assignee, to locate, prepare, and process all documents and receive and disburse all funds owed to Claimant, according to the terms of this Agreement, either as an individual, trustee, agent for a business entity, or as a personal representative or heir of an estate.

In consideration and for the time and expense to locate Claimant and in preparing and in processing the claims for these funds, that FEM, LLC has located for Claimant's benefit, Claimant agrees that FEM, LLC shall receive 25% (twenty five percent) of the total funds recovered. FEM, LLC is solely responsible for all processing costs including research costs, document preparation, filing fees and other costs associated with the processing of this claim, or claims. **No fee will be charged to Claimant if there is no recovery of funds.**

Claimant agrees to sign and return all documents necessary to process this claim, within 3 business days of FEM, LLC's request for such. In the event that the claim is not paid, both parties are released of their duties and obligations under this Agreement and Claimant will have no obligation to pay FEM, LLC for any expenses it has incurred.

This Agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

I agree to the above.  
**GILBERT FINNELL, JR.**

GILBERT FINNELL, JR.  
 APPLICANT/CLAIMANT (PLEASE PRINT)

By: \_\_\_\_\_

Dennis A. Murkey  
 (SIGNATURE):

Title: OWNER

Date: \*9-30-14

DENNIS A. MURKEY, MANAGER  
 FOUND EXTRA MONEY, LLC  
 Dennis A. Murkey 9/30/2014

**FOUND EXTRA MONEY, LLC**

UNCLAIMED MONEY CONSULTANTS

[WWW.FoundExtraMoney.com](http://WWW.FoundExtraMoney.com)

Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

PLEASE REPLY TO: Los Angeles Office **CLAIM RC8 #13**

**AUTHORIZATION AND FEE AGREEMENT**

By executing this Agreement, the undersigned hereby authorizes Found Extra Money, LLC, ("FEM, LLC") by its agents and its representatives, as Claimants' exclusive agent, and its assignee, to locate, prepare, and process all documents and receive and disburse all funds owed to Claimant, according to the terms of this Agreement, either as an individual, trustee, agent for a business entity, or as a personal representative or heir of an estate.

In consideration and for the time and expense to locate Claimant and in preparing and in processing the claims for these funds, that FEM, LLC has located for Claimant's benefit, Claimant agrees that FEM, LLC shall receive 25% (twenty five percent) of the total funds recovered. FEM, LLC is solely responsible for all processing costs including research costs, document preparation, filing fees and other costs associated with the processing of this claim, or claims. **No fee will be charged to Claimant if there is no recovery of funds.**

Claimant agrees to sign and return all documents necessary to process this claim, within 3 business days of FEM, LLC's request for such. In the event that the claim is not paid, both parties are released of their duties and obligations under this Agreement and Claimant will have no obligation to pay FEM, LLC for any expenses it has incurred.

This Agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

I agree to the above.

**GILBERT FINNELL, JR.**

Gilbert Finnell III  
APPLICANT/CLAIMANT (PLEASE PRINT):

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dennis A. Murkey III  
(SIGNATURE):

Date: 8-8-14

DENNIS A. MURKEY, MANAGER  
FOUND EXTRA MONEY, LLC

Dennis A. Murkey 9/29/2014

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make FOUND EXTRA MONEY, LLC my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 642-631-003-1 sold at public auction on 08/20/2013. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$31,900.00 (APPROX.) and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

\* [Signature]  
(Signature of Party of Interest)

GILBERT FINNELL, III  
(Name Printed)

79090 AVENUE 42, # P104  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Riverside

BERMUDA DUNES, CA 92203  
(City/State/Zip)

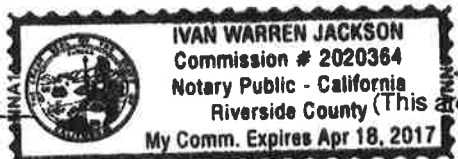
(760) 851-1760  
(Area Code/Telephone Number)

On 26 September 2014, before me, Ivan W. Jackson Notary Public personally appeared GILBERT FINNELL III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

[Signature]  
(Signature of Agent)

DENNIS A. MURKEY, MANAGER  
FOUND EXTRA MONEY, LLC  
(Name Printed)

9420 RESEDA BLVD, # 830  
(Address)

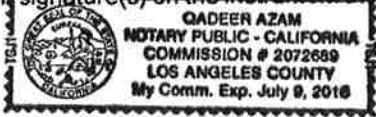
STATE OF CALIFORNIA )ss.  
COUNTY OF Los Angeles

NORTHRIDGE, CA 91324  
(City/State/Zip)

On 9/27/2014, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS A. MURKEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)



(This area for official seal)



10

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY**  
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 177 Assessment No.: 642031003-1

Assessee: FINNELL, GILBERT JR & TRACEY & AMG DEV INC

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of ~~\$34,900.00 (17801)~~ from the sale of the above mentioned real property. I/We were the  lienholder(s), **ASSIGNEE**  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2013-0475303; recorded on 10/02/2013. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

**NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.**

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 29<sup>th</sup> day of SEPTEMBER, 2014 at Los Angeles, CA  
County, State

Dennis A. Murkey  
Signature of Claimant

DENNIS A. MURKEY, MANAGER  
FOUND EXTRA MONEY, LLC  
Print Name

9420 RESEDA BLVD., # 830  
Street Address

NORTHRIDGE, CA 91324  
City, State, Zip

(888) 867-4785  
Phone Number

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

10

**CALIFORNIA DRIVER LICENSE**

DL [REDACTED] CLASS: NONE  
 EXP: 11/22/2016 ENDORSE: NONE  
 LN: FINNELL  
 RN: GILBERT MONTGOMERY III  
 [REDACTED]  
 DOB: 11/22/1985  
 ASTR: NONE 11221845  
 SEX: M HAIR: BRN EYES: HZL  
 HGT: 5-06 WGT: 150 LB SS: [REDACTED]  
 DO: 12/20/2014 AAFL: 16 12/20/2014

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Gilbert Finnell, III**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**79090 Avenue 42, #P104**

City, state, and ZIP code  
**Bermuda Dunes, CA 92203**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person ▶ *Gilbert Finnell III*

Date ▶ *9-26-14*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**FOUND EXTRA MONEY, LLC**

UNCLAIMED MONEY CONSULTANTS

**WWW.FoundExtraMoney.com**

Email: Richard@foundextramoney.com

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**LIMITED POWER OF ATTORNEY**

**BE IT KNOWN that Gilbert Finnell, III has made and appointed and by these presents does hereby make and appoint Found Extra Money, LLC in his/her name, place and stead, for the following and limited purposes only: TO DO ALL THINGS NECESSARY TO THE FILING, COLLECTION AND RECOVERY OF ANY AND ALL UNCLAIMED PROPERTY AND/OR EXCESS PROCEEDS FUNDS FROM ANY/ALL FINANCIAL INSTITUTIONS AND/OR GOVERNMENT AGENCIES, giving and granting said attorney full power and Authority to do and perform all and every act and thing whatsoever necessary to be done in And about the specific and limited premises (set out herein) as fully, to all intents and purposes as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawful do or cause to be done by virtue hereof.**

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on this 26 day of September, 2014.

Gilbert Finnell III  
(Signature)

Gil Finnell III  
(Please Print)

State of California

County of Riverside

On 26 September 2014, before me, Ivan W. Jackson Notary Public, personally appeared Gilbert Finnell III, who proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is /are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.

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

Ivan W. Jackson  
Notary Public

My Commission Expires on: 18 April 2017.

(Place Notary Seal above)

**FOUND EXTRA MONEY, LLC**  
UNCLAIMED MONEY CONSULTANTS  
**WWW.FoundExtraMoney.com**  
Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

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Fax No.: (818) 701-7184

**PLEASE REPLY TO LOS ANGELES OFFICE**

October 3, 2014

Mr. Don Kent  
Riverside County Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502

**RE: Excess Proceeds Claim: Parcel Number 642-031-003 (Vacant Lot, Desert Hot Springs, CA 92240)**

Sale Date: 08/20/2013

Recorded Date: 10/02/2013

Total Amount of Excess Proceeds: approximately \$34,900.00

Claimant: GILBERT FINNELL, JR. and TRACEY FINNELL (deceased) as Joint Tenants (73% interest of \$34,900.00 = \$25,475.00), 75% of \$25,475.00 = \$19,106.25

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—25% of \$25,475.00 = \$6,368.75


Dear Mr. Kent:

Enclosed for your reference, please find the following **additional** documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the Tax Collector's Public Tax Auction held on August 20, 2013:

1. Certified copy of the Death Certificate for Tracy Jean Finnell dated October 6, 2008 (1 page);
2. A valid photo ID of Gilbert M. Finnell, III (1 page).

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.

  
Dennis A. Murkey  
FEM, LLC

**STATE OF CALIFORNIA**  
**CERTIFICATION OF VITAL RECORD**

**COUNTY OF RIVERSIDE**

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3200833009803

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY NO ERASURES, WHITEOUTS OR ALTERATIONS VS-1 (REV 1/04)		LOCAL REGISTRATION NUMBER		
DECEDENT'S PERSONAL DATA	1. NAME OF DECEDENT - FIRST (Given) <b>TRACY</b>		2. MIDDLE <b>JEAN</b>		3. LAST (Family) <b>FINNELL</b>	
	AKA. ALSO KNOWN AS - Include full AKA (FIRST, MIDDLE, LAST)			4. DATE OF BIRTH mm/dd/yyyy <b>08/19/1960</b>		5. AGE Yrs. <b>48</b>
	9. BIRTH STATE/FOREIGN COUNTRY <b>CA</b>		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS (at Time of Death) <b>MARRIED</b>	
	7. DATE OF DEATH mm/dd/yyyy <b>09/21/2008</b>		8. HOUR (24 Hours) <b>1035</b>		8. SEX <b>F</b>	
USUAL RESIDENCE	13. EDUCATION - Highest Level/Degree (see worksheet on back) <b>HS GRADUATE</b>		14/15. WAS DECEDENT HISPANIC/LATINO(A)/SPANISH? (if yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) <b>WHITE</b>	
	17. USUAL OCCUPATION - Type of work for most of life, DO NOT USE RETIRED <b>HOMEMAKER</b>		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) <b>OWN HOME</b>		19. YEARS IN OCCUPATION <b>23</b>	
	20. DECEDENT'S RESIDENCE (Street and number or location) <b>78590 ESTELO CT</b>					
	21. CITY <b>LA QUINTA</b>		22. COUNTY/PROVINCE <b>RIVERSIDE</b>		23. ZIP CODE <b>92253</b>	
SPOUSE AND PARENT INFORMATION	26. INFORMANT'S NAME, RELATIONSHIP <b>GILBERT FINNELL JR, HUSBAND</b>			27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP) <b>78590 ESTELO CT, LA QUINTA, CA 92253</b>		
	28. NAME OF SURVIVING SPOUSE - FIRST <b>GILBERT</b>		29. MIDDLE <b>MONTGOMERY</b>		30. LAST (Maiden Name) <b>FINNELL JR</b>	
	31. NAME OF FATHER - FIRST <b>ROBERT</b>		32. MIDDLE <b>-</b>		33. LAST <b>ABBEY</b>	
	34. BIRTH STATE <b>CA</b>		35. NAME OF MOTHER - FIRST <b>SEINA</b>		36. MIDDLE <b>-</b>	
FUNERAL DIRECTOR/ LOCAL REGISTRAR	39. DISPOSITION DATE mm/dd/yyyy <b>09/30/2008</b>		40. PLACE OF FINAL DISPOSITION <b>RES GILBERT FINNELL JR. 78590 ESTELO CT, LA QUINTA, CA 92253</b>			
	41. TYPE OF DISPOSITION(S) <b>CR/RES</b>		42. SIGNATURE OF EMBALMER <b>NOT EMBALMED</b>			43. LICENSE NUMBER <b>-</b>
	44. NAME OF FUNERAL ESTABLISHMENT <b>FITZHENRY FUNERAL HOME - PDC</b>		45. LICENSE NUMBER <b>FD-1571</b>	46. SIGNATURE OF LOCAL REGISTRAR <b>ERIC K. FRYKMAN, M.D.</b>		
	47. DATE mm/dd/yyyy <b>09/26/2008</b>					
PLACE OF DEATH	101. PLACE OF DEATH <b>RESIDENCE</b>		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> OOA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other			
	104. COUNTY <b>RIVERSIDE</b>		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) <b>78590 ESTELO CT</b>		106. CITY <b>LA QUINTA</b>	
	107. CAUSE OF DEATH Enter the chain of events - disease, injuries, or complications - that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. IMMEDIATE CAUSE (A) <b>METASTATIC COLON CANCER</b> Sequentially list conditions, if any, leading to cause on Line A. Enter UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST (B) _____ (C) _____ (D) _____					
	108. DEATH REPORTED TO CORONER Time Interval Between Death and Death (AT) <b>YRS</b> (BT) <b>2008-06807</b> (CT) <b>100</b> (DT) _____					
PHYSICIAN'S CERTIFICATION	112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 <b>NONE</b>		113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date) <b>NO</b>		113A. IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK	
	114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since mm/dd/yyyy <b>09/04/2008</b>		115. SIGNATURE AND TITLE OF CERTIFIER <b>JOHN PREKEZES M.D.</b>		116. LICENSE NUMBER <b>09/25/2008</b>	
	115. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE <b>JOHN PREKEZES M.D. 40075 BOB HOPE DR STE F, RANCHO MIRAGE, CA 92270</b>		117. DATE mm/dd/yyyy <b>09/25/2008</b>			
	118. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK					
CORONER'S USE ONLY	123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
	124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
	125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)					
	128. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy		129. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
STATE REGISTRAR	A	B	C	D	E	
FAX AUTH. #					CENSUS TRACT	
"012008000901462"						

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } SS

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Department of Health.

**Oct 6, 2008**

*Eric Frykman*  
Eric Frykman, M.D., Local Registrar  
RIVERSIDE COUNTY, CALIFORNIA



000695569

DATE ISSUED

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.



CALIFORNIA<sup>USA</sup> DRIVER LICENSE



DL |

EXP 11/22/2016

CLASS C  
END NONE

LN FINNELL

FN GILBERT MONTGOMERY III

DOB 11/22/1985

RSTR NONE

11221985

SEX M HAIR BRN EYES HZL  
HGT 5'-08" WGT 155 lb ""

ISS  
12/20/2011



**FOUND EXTRA MONEY, LLC**  
UNCLAIMED MONEY CONSULTANTS  
**WWW.FoundExtraMoney.com**  
Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

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Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**PLEASE REPLY TO LOS ANGELES OFFICE**

March 17, 2015

Mr. Don Kent  
Riverside County Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502

**RE: Excess Proceeds Claim: Parcel Number 642-031-003 (Vacant Lot, Desert Hot Springs, CA 92240)**

Sale Date: 08/20/2013

Recorded Date: 10/02/2013

Total Amount of Excess Proceeds: approximately \$34,900.00

Claimant: GILBERT FINNELL, JR. and TRACEY FINNELL (deceased) as Joint Tenants (73% interest of \$34,900.00 = \$25,475.00), 75% of \$25,475.00 = \$19,106.25

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—25% of \$25,475.00 = \$6,368.75

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the ax Collector's Public Tax Auction held on August 20, 2013:

1. Certified copy of the Birth certificate for Gilbert M. Finnell, III dated February 19, 2015 (1 page).

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.



Dennis A. Murkey,

Found Extra Money, LLC

# STATE OF CALIFORNIA

## CERTIFICATION OF VITAL RECORD

### COUNTY OF SAN DIEGO

ASSESSOR/RECORDER/COUNTY CLERK

D

104 -

CERTIFICATE OF LIVE BIRTH  
STATE OF CALIFORNIA

8009

033928

LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER

0332

	1A. NAME OF CHILD—FIRST <b>Gilbert</b>			1B. MIDDLE <b>Montgomery</b>		1C. LAST <b>Finnell III</b>	
THIS CHILD	2. SEX <b>Male</b>	3A. THIS BIRTH, SINGLE, TWIN, ETC. <b>Single</b>	3B. IF MULTIPLE, THIS CHILD 1ST, 2ND, ETC. -----	4A. DATE OF BIRTH—MONTH, DAY, YEAR <b>November 22, 1985</b>		4B. HOUR—(24 HOUR CLOCK TIME) <b>2314</b>	
	5A. PLACE OF BIRTH—NAME OF HOSPITAL OR FACILITY <b>Kaiser Foundation Hospital</b>			5B. STREET ADDRESS (STREET, NUMBER, OR LOCATION) <b>4647 Zion Avenue</b>			
PLACE OF BIRTH	5C. CITY OR TOWN <b>San Diego</b>			5D. COUNTY <b>San Diego</b>			
FATHER OF CHILD	6A. NAME OF FATHER—FIRST <b>Gilbert</b>		6B. MIDDLE <b>Montgomery</b>		6C. LAST <b>Finnell Jr.</b>		7. STATE OF BIRTH <b>CA</b>
	8. AGE OF FATHER <b>27</b>						
MOTHER OF CHILD	9A. NAME OF MOTHER—FIRST <b>Tracey</b>		9B. MIDDLE <b>Jean</b>		9C. LAST (BIRTH NAME) <b>Abbey</b>		10. STATE OF BIRTH <b>CA</b>
	11. AGE OF MOTHER <b>25</b>						
PARENT'S CERTIFICATION	I CERTIFY THAT I HAVE REVIEWED THE STATED INFORMATION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.			12A. PARENT OR OTHER INFORMANT—SIGNATURE <i>Tracey J. Finnell</i>		12B. RELATIONSHIP TO CHILD <b>Mother</b>	
ATTENDANT'S CERTIFICATION	I CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED.			13A. PHYSICIAN OR OTHER ATTENDANT—SIGNATURE—DEGREE OR TITLE <i>William Spore, M.D.</i>		13B. LICENSE NUMBER	
	14.			13D. TYPED NAME AND ADDRESS <b>William Spore, M.D., 4647 Zion Avenue, San Diego, CA 92120</b>		13C. DATE SIGNED <b>11-23-85</b>	
LOCAL REGISTRAR	15. DEATH—ENTER DATE OF DEATH			16. LOCAL REGISTRAR—SIGNATURE <i>Ronald E. Ramrod, M.D.</i>		17. DATE ACCEPTED FOR REGISTRATION <b>DEC 03 1985</b>	

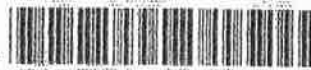
This is a true and exact reproduction of the document officially registered and placed on file in the office of the San Diego County Recorder/Clerk.

*Ernest J. Dronenburg, Jr.*

February 19, 2015

Ernest J. Dronenburg, Jr.  
Assessor/Recorder/County Clerk

This copy is not valid unless prepared on an engraved border displaying date, seal and signature of the Recorder/County Clerk



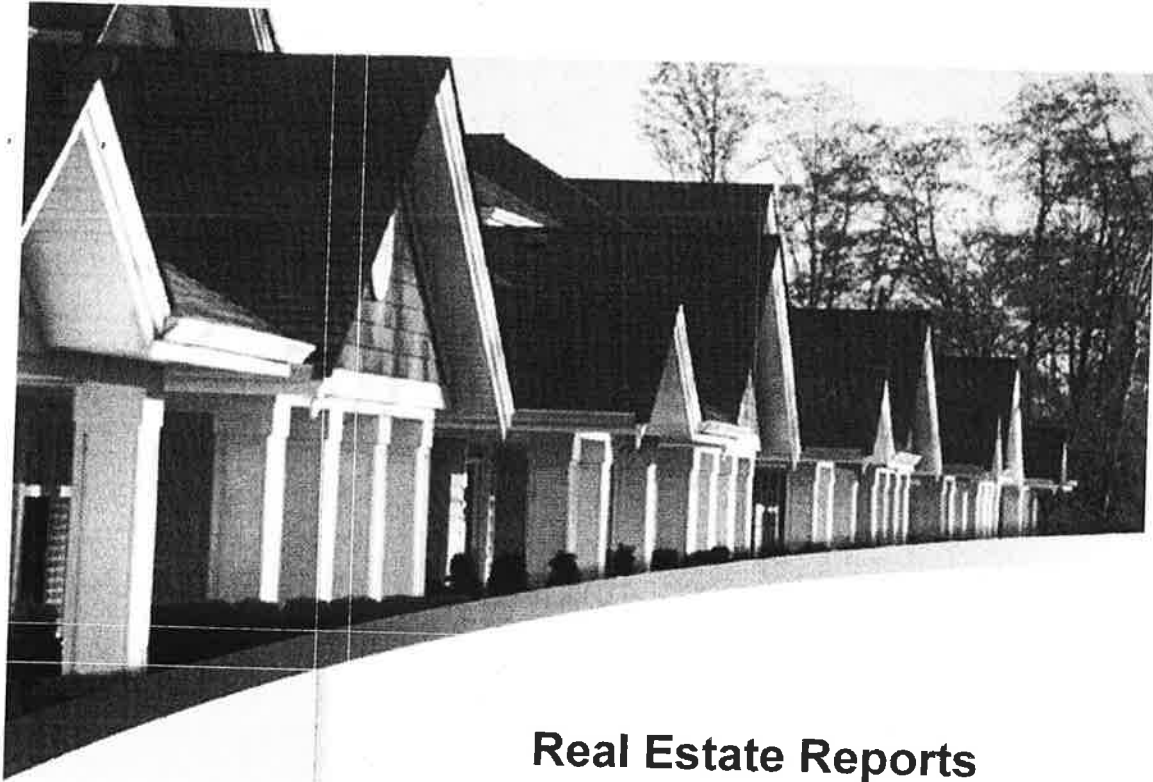
\*003843972\*



2

COUNTY OF RIVERSIDE  
OFFICE OF THE TREASURER-TAX COLLECTOR  
SALE OF TAX DEFAULTED PROPERTY - TC197  
AUGUST 15, 2013 - AUGUST 20, 2013

<u>ITEM#</u>	<u>ASSESSMENT#</u>	<u>STATUS</u>	<u>SALE PRICE</u>
136	528053006-7	NO BID	
137	528062002-1	SOLD	\$7,200.00
138	528102004-6	REDEEMED	
139	528113004-0	NO BID	
140	528122017-0	NO BID	
141	528122020-2	SOLD	\$3,213.00
142	528136001-8	NO BID	
143	528161027-0	NO BID	
144	528173002-4	NO BID	
145	528173024-4	NO BID	
146	528173025-5	NO BID	
147	528173026-6	NO BID	
148	528173027-7	NO BID	
149	528173028-8	NO BID	
150	534172004-8	OFF SALE	
151	541081014-8	NO BID	
152	541300001-2	SOLD	\$23,145.32
153	541300002-3	SOLD	\$67,054.68
154	545091005-9	SOLD	\$1,611.00
155	545291008-0	NO BID	
156	545291009-1	NO BID	
157	549232006-3	REDEEMED	
158	551401073-2	REDEEMED	
159	569170011-2	OFF SALE	
160	569390015-6	SOLD	\$49,060.00
161	580300021-5	REDEEMED	
162	580300022-6	OFF SALE	
163	580350030-8	SOLD	\$7,992.00
164	580420004-1	REDEEMED	
165	584100008-4	SOLD	\$10,011.00
166	584140002-2	SOLD	\$11,210.00
167	601660018-0	SOLD	\$203,100.00
168	606050022-3	SOLD	\$36,300.00
169	635263015-7	NO BID	
170	639152008-6	SOLD	\$8,600.00
171	639192044-2	SOLD	\$6,200.00
172	639292007-8	SOLD	\$6,506.00
173	639292008-9	SOLD	\$4,300.00
174	641051016-8	SOLD	\$7,982.00
175	641171019-2	NO BID	
176	641234010-7	SOLD	\$6,099.00
177	642031003-1	SOLD	\$90,100.00
178	642150002-8	OFF SALE	
179	650251041-4	SOLD	\$42,201.00
180	654290016-1	NO BID	



## Real Estate Reports

Property:

, 92240  
APN: 642-031-003

Data deemed reliable, but not guaranteed. LPS Data Services 2009.  
Copyright 2009 AgentPro247.com LoanPro247.com TitlePro247.com



Property Details

Ma, Kuopin  
, , 92240

APN: 642-031-003  
Riverside County

Owner Information

Primary Owner: MA, KUOPIN

Secondary Owner:

Mail Address: 3604 HAWKWOOD RD  
DIAMOND BAR CA 91765

Site Address:  
92240

Assessor Parcel Number: 642-031-003

Census Tract: 0445.10

Housing Tract Number:

Lot Number:

Legal description: Abbreviated Description: CITY:DESERT HOT SPRINGS SEC/TWN/RNG/MER:SEC 32 TWN  
02S RNG 05E 2.20 ACRES IN POR NW 1/4 OF SEC 32 T2S R5E City/Muni/Twp: DESERT  
HOT SPRINGS

Sale Information

Sale Date: 10/02/2013

Document #: 2013-0475303

Sale Amount: \$90,100

Seller: FINNELL JR,  
GILBERT; FINNELL,  
TRACEY

Sale Type:

Cost/SF:

Assessment & Tax Information

Assessed Value: \$509,373

Land Value: \$509,373

Imp. Value:

Homeowner  
Exemption:

% Improvement:

Tax Amount: \$6,489.06

Tax Status: Delinquent: 2006

Tax Year: 2013

Tax Rate Area: 14-048

Tax Account ID:

Property Characteristics

Bedrooms:

Year Built:

Pool:

Bathrooms:

Square Feet:

Lot Size: 2.2 AC

Partial Baths:

Number of Units: 0

No of Stories:

Total Rooms:

Garage:

Fire Place:

Property Type: Residential Vacant Land

Building Style:

Use Code: Residential-Vacant Land

Zoning:



Transaction History

Ma, Kuopin  
, , 92240

APN: 642-031-003  
Riverside County

Prior Transfer

Recording Date: 10/02/2013  
 Price: \$90,100  
 First TD: N/A  
 Mortgage Doc #:  
 Lender Name:  
 Buyer Name: MA, KUOPIN  
 Buyer Vesting: Married Man As His Sole And Separate Property  
 Seller Name: FINNELL JR, GILBERT; FINNELL, TRACEY; AMG DEV INC  
 Legal description:  
 City/Muni/Twp: DESERT HOT SPRINGS

Document #: 2013-0475303 BK-PG -  
 Document Type: Public Action  
 Type of Sale: Sold For Taxes  
 Interest Rate:

Prior Transfer

Recording Date: 05/25/2006  
 Price: \$150,000  
 First TD: N/A  
 Mortgage Doc #:  
 Lender Name:  
 Buyer Name: FINNELL JR, GILBERT; FINNELL, TRACEY; AMG DEVELOPMENT INC  
 Buyer Vesting: Tenants In Common  
 Seller Name: FINNELL JR, GILBERT; FINNELL, TRACEY  
 Legal description:  
 Abbreviated Description: EXCEPTING THEREFROM S40 FT THEREOF  
 City/Muni/Twp: DESERT HOT SPRINGS

Document #: 2006-0382181 BK-PG -  
 Document Type: Intrafamily Transfer Or  
 Dissolution  
 Type of Sale: Price Unconfirmed  
 Interest Rate:

Prior Transfer

Recording Date: 05/00/2006  
 Price: \$150,000  
 First TD: N/A  
 Mortgage Doc #:  
 Lender Name: N/A  
 Buyer Name: FINNELL GILBERT  
 Buyer Vesting: N/A  
 Seller Name: N/A  
 Legal description:  
 Abbreviated Description: 2.20 ACRES IN POR NW 1/4 OF SEC 32 T2S R5E  
 City/Muni/Twp: DESERT HOT SPRINGS

Document #: 2006-0382181 BK-PG -  
 Document Type: N/A  
 Type of Sale: Price Unconfirmed  
 Interest Rate:

Prior Transfer

Recording Date: 04/29/2005  
 Price: \$550,000  
 First TD: N/A  
 Mortgage Doc #:  
 Lender Name:  
 Buyer Name: FINNELL JR, GILBERT; FINNELL, TRACEY  
 Buyer Vesting: Joint Tenancy  
 Seller Name: NELSON, THOMAS L; FLANNERY, MICHAEL E

Document #: 2005-0337459 BK-PG -  
 Document Type: Grant Deed  
 Type of Sale: Full-Computed From Transfer  
 Tax  
 Interest Rate:

Legal description:  
Abbreviated Description: EXCEPTING THEREFROM S40 FT THEREOF  
City/Muni/Twp: DESERT HOT SPRINGS

**Prior Transfer**

Recording Date: 03/12/2004  
Price: \$145,000  
First TD: \$101,500

Document #: 2004-0174724 BK-PG -  
Document Type: Grant Deed  
Type of Sale: Full-Computed From Transfer  
Tax  
Interest Rate:

Mortgage Doc #: 2004-0174725  
Lender Name: WASHINGTON MUTUAL BANK FA  
Buyer Name: NELSON, THOMAS L; FLANNERY, MICHAEL E  
Buyer Vesting: Tenants In Common  
Seller Name: BOLES, THOMAS M; THE IRREVOCABLE CHARITABLE REMAINDER UNI,  
Legal description:

Abbreviated Description: EXCEPTING THEREFROM S40.00 FT THEREOF

**Prior Transfer**

Recording Date: 12/04/1996  
Price: N/A  
First TD: N/A

Document #: 458174 BK-PG -  
Document Type: Gift Deed  
Type of Sale:  
Interest Rate:

Mortgage Doc #:  
Lender Name:  
Buyer Name: BOLES, THOMAS M; IRREVOCABLE CHARITABLE REMAINDER UNITRUS,  
Buyer Vesting: Irrevocable Trust  
Seller Name: , ALLEN MURIEL; ALLEN, JACK D

Legal description:  
Abbreviated Description: 2.20 ACRES IN POR NW 1/4 OF SEC 32 T2S R5E FOR TOTAL DESCRIPTION SEE  
ASSESSORS MAPS