

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



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:

JUL 12 2010

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 177, Item 216.
Last assessed to: Barbara Livingstone.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Deny the claim from Palm Springs Bail Bonds for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 545123023-3;
- 2) Deny the claim, unless pursuant to the California Revenue and Taxation Code Section 4675, an appeal has been filed in Superior Court.

BACKGROUND: (Continued on page two)

Don Kent, Treasurer-Tax Collector

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010-11

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
County Executive Office Signature Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 14, 2010
xc: Treasurer, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. ATTACHMENTS FILED District: 3 WITH THE CLERK OF THE BOARD

Agenda Number:

9.58

FORM APPROVED COUNTY COUNSEL
BY:
DALE A. GARDNER DATE: 7/12/10
Department of Administration

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BOARD OF SUPERVISORS

Form 11:

Page 2

BACKGROUND: (Continued)

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 March 12, 2007 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 3, 2007. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 4, 2007, 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.

The Treasurer-Tax Collector has received one claim for excess proceeds:

- 1) Claim from Palm Springs Bail Bonds based on a Deed of Trust Securing Surety Bond recorded August 7, 2001 as Instrument No. 2001-373249.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Palm Springs Bail Bonds be denied since the court vacated the forfeiture and exonerated the bail bond. Since there are no other claimants the excess proceeds in the amount of \$12,904.46 will remain unclaimed. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

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

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 177 Item 216 Assessment No.: 545123023-3

Assessee: LIVINGSTONE, PHILLIP

Situs:

Date Sold: March 12, 2007

Date Deed to Purchaser Recorded: May 3, 2007

Final Date to Submit Claim: May 3, 2008

RECEIVED
07 JUN 21 AM 6:44
RIVERSIDE COUNTY
TREASURER/TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 6,273.17 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. 2001-373249; recorded on 08-07-01. 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.

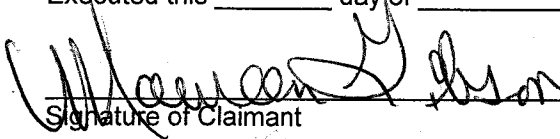
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Phillip Livingston failed to appear in criminal court as
promised resulting in a bail forfeiture of a \$50,000.00 bail
bond. The subsequent investigations search and litigation
resulting in expenses totaling \$6,273.17. Please see attached
documentation.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 20 day of June, 2007 at Riverside California
County, State


Signature of Claimant

Signature of Claimant

Maureen Gibson
Print Name

Print Name

73-444 Haystack Mtn. Dr.
Street Address

Street Address

Palm Desert, Ca. 92260
City, State, Zip

City, State, Zip

760-341-4591
Phone Number

Phone Number

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900 (760) 863-8900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org



**COUNTY OF RIVERSIDE
TREASURER AND TAX COLLECTOR**

Palm Springs Office
997 E Tahquitz Canyon Way, Suite A
Palm Springs, CA 92262

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

June 4, 2007

PALM SPRINGS BAIL BONDS
73-091 COUNTRY CLUB DR. STE A4-16
PALM DESERT, CA 92260

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 545123023-3 Item: 216

Situs Address:

Assessee: Livingstone, Phillip

Date Sold: March 12, 2007

Date Deed to Purchaser Recorded: May 3, 2007

Final Date to Submit Claim: May 3, 2008

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to call upon our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

PAUL MCDONNELL
TREASURER-TAX COLLECTOR

By Desiree Taylor
Deputy

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TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To pay to Beneficiary, upon request, in addition to payments specifically required hereunder and under any note secured hereby, in installments, at the times and in the amounts requested by Beneficiary, sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes, assessments and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by Beneficiary to apply on subsequent payments of the same nature, but if such sums are insufficient, Trustor agrees to pay any deficiency on demand. If Trustor shall default under this deed, Beneficiary may apply all or any part of said funds then held on any obligation secured hereby.

2. Properly to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any building or improvement thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in accordance with plans and specifications satisfactory to Beneficiary; to allow Beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered mail sent to his last known address or by personal service; that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, not to commit or permit waste of the property; to comply with all laws, covenants, conditions and restrictions affecting the property; if said land be agricultural, properly to harvest and care for crops growing thereon and farm the property in a proper and husbandlike manner.

That, the Trustee, upon presentation to it of a statement in writing signed by Beneficiary, setting forth showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.

3. To at all times provide, maintain in force and deliver to Beneficiary fire and such other insurance as may be required by Beneficiary in an amount satisfactory to and with loss payable to said Beneficiary; said insurance policies shall be in form and content and in such companies as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. If said insurance policies have not been delivered to the Beneficiary thirty (30) days before the expiration of any of the said insurance, with evidence of the premium having been paid, the Beneficiary shall have the right, but is not obligated to obtain said insurance on behalf of the Trustor and pay the premium thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such order as Beneficiary may determine or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Neither the Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance monies or any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the property conveyed hereby at any Trustee's sale held hereunder.

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.

5. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

6. That, should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate provided in said Note; and to pay for any Beneficiary's written statement, regarding the obligation secured hereby, no more than allowed by law at the time such statement is requested by Trustor, his legal representative or escrow agent.

8. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Power No. S50-00391377

Def. Name Phillip Livingston

Initial

DO NOT RECORD

10. Any sale, trade, exchange, conveyance or encumbrance of said property or any interest or part thereof or change of occupancy thereof, without the written consent of the Beneficiary herein named, or its successors or assigns, shall give such Beneficiary, or its successors or assigns, the right to declare the then full unpaid balance of said note due and payable.
11. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and all Notes secured hereby, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may upon payment of its fees; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
12. That upon written request of Beneficiary, stating that all sums secured hereby have been paid, and upon surrender of This Deed and the Note it secures to Trustee for cancellation and retention and upon payment of its fees. Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed, unless directed in such request to retain them.
13. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during continuance of these Trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of a security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issue profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Within fifteen (15) days after the receipt of a written request from Beneficiary. Trustor shall deliver to Beneficiary's sworn written itemized statement regarding use and operation of said property, setting forth that annual and monthly income and expenses, terms of tenancies and copies of all written rental agreements and leases then in effect.
14. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice of Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, any Note and all documents evidencing expenditures or obligations secured hereby. The Trustee, upon presentation to it by Beneficiary of a written declaration of default and demand for sale, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder. After the lapse of such time as may be required by law, following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the property, if consisting of several known lots or parcels, shall be sold) at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, as is, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in said note; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled hereto, upon proof of claim satisfactory to Trustee.
15. The Beneficiary or his successor in interest shall have the right to substitute a Trustee or Trustees, by instrument in writing, which instruments, executed by the beneficiary and duly recorded in the Office of the County Recorder where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeeds to all its title, estate, rights, powers and duties.
16. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the Note and any other obligation secured hereby. The term Trustor shall include not only the original Trustor hereunder but also any successor in interest to the Trustor and all future record owners of the property described herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
17. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Power No. S50-00391377
Def. Name Phillip Livingston

DO NOT RECORD

ORIGINAL PROMISSORY NOTE SECURED BY DEED OF TRUST

\$ 50,000.00 (City and State) 04-09-01, 19____
ON DEMAND after date for value received, I promise to pay to the order of Seneca Insurance Company, Inc. of New York the sum of
Fifty Thousand Dollars ONLY Dollars with interest

from date of payment of, Summary Judgment on Bail Bond, and/or any additional fees or expenses incurred by way of the Indemnity Agreement until paid at the rate of 10 percent per annum, payable ON DEMAND, plus reasonable attorneys' fees, court costs and costs of collection.

Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate of permitted by law. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorneys' fees, and private investigation fees, court assessments, bail premiums, renewal premiums, and all other losses sustained by the company. This note is secured by a DEED OF TRUST to the SENECA INSURANCE COMPANY, INC. OF NEW YORK Beneficiary. _____
Palm Springs Bail Bonds or Equal Insurance Agency, Inc., Trustee.

X _____ X _____ X _____
Indemnitor Indemnitor Defendant

**SENECA INSURANCE COMPANY, INC. OF NEW YORK
DISCLOSURE STATEMENT**

Bail Agency: Palm Springs Bail Bonds
Bond Number: S50-00391377

Bond Amount: 50,000.00

Defendant: Phillip Livingston

ATTENTION

DISCLOSURE OF LIEN AGAINST REAL PROPERTY.

DO NOT SIGN THIS DOCUMENT UNTIL YOU READ AND UNDERSTAND IT!

THIS BAIL BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST. THE FAILURE TO PAY THE BAIL BOND PREMIUMS WHEN DUE OR THE FAILURE OF THE DEFENDANT TO COMPLY WITH THE CONDITIONS OF THE BAIL COULD RESULT IN THE LOSS OF YOUR PROPERTY!

After you have read the above Disclosure Statement and received a completed copy of the Bail Bond Agreement and the Deed of Trust, please execute this Disclosure Statement in the space provided below, acknowledging that you have read and understood this Disclosure Statement and that you have received a completed copy of the Bail Bond Agreement and the Deed of Trust. You will be asked to execute this document again, in the corresponding space provided below, upon delivery to you of a full Reconveyance of the Deed of Trust, which, upon recordation terminates the lien on your real property created by the Deed of Trust.

I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURE STATEMENT AND HAVE RECEIVED A COMPLETED COPY OF THE BAIL BOND AGREEMENT AND DEED OF TRUST.

Print Name: Phillip Livingston
Sign Name: _____
Date: April 9, 2001

Print Name: _____
Sign Name: _____
Date: _____

I HAVE RECEIVED A RECONVEYANCE OF TITLE, A CERTIFICATE OF DISCHARGE, OR A FULL RELEASE OF ANY LIEN AGAINST REAL PROPERTY TO SECURE PERFORMANCE OF THE CONDITIONS OF THE BAIL BONDS.

Print Name: _____
Sign Name: _____
Date: _____

Print Name: _____
Sign Name: _____
Date: _____

AMOUNT OF BAIL \$ 50,000.00	PREMIUM \$ 5010.00
D.O.B. 7/6/39	SEX M
RACE W	MOUSTACHE
HEIGHT 6' 4"	WEIGHT 230
HAIR Breez	EYES Blue

SENECA INSURANCE COMPANY

APPLICATION FOR BAIL

TOTAL CHARGES \$ 2610.00
RECEIVED \$ 4000.00
BALANCE \$ 1010.00 discount
BOND PA NO L 550-00991377

I.D. MARKS	GLASSES	BIRTHPLACE	DATE OF BXEC. 2/19/01
S.# 1303 59-8762	DE# 063322	DATE OF ARREST 01/10/01	AGENT M. KE
BOOKING NAME Barbara Livingston	TRUE NAME Barbara	WHERE HELD W. Valley	
CHARGES 250-AISSO(AIK) 487	CASE# FSB 027762	DATE TO APPEAR 2/13/01	TIME 8:30 AM
COURT Superior	JUR. DIST. San Bernardino	DIV. OR DEPT. 5-26	COUNTY San Bernardino

DEFENDANT INFORMATION			
STREET ADDRESS 17400 Reyes	APT. #	CITY & STATE Banning	PHONE (760) 249-5305
FORMER ADDRESS	APT. #	CITY & STATE	HOW LONG
EMPLOYER Ministry - Independent	ADDRESS	PHONE	HOW LONG
OCCUPATION	MO. INCOME	SHIFT	SUPERVISOR
PREVIOUS EMPLOYER	ADDRESS	CITY & STATE	WHEN
PREVIOUS ARREST CHARGE	COURT	COUNTY	WHEN
DISPOSITION	PREVIOUS BAIL	BY WHOM	AMOUNT
ON PROBATION	WHERE	PROBATION OFFICER	
MILITARY BRANCH	SERIAL #	DISCHARGE DATE	WHEN ARRESTED
VEHICLE - MAKE Lincoln	MODEL Sountcar	YEAR 91	COLOR Grey
BANK	BRANCH	ACCOUNT #	TYPE
CREDIT REF. & ACCT. #'S			
REAL ESTATE: DESCRIPTION	VALUE	MORTGAGE AMOUNT	

FAMILY INFORMATION			
SPOUSE De Leal	ADDRESS	PHONE	HOW LONG
EMPLOYER	ADDRESS	CITY & STATE	WORK PHONE
SPOUSE'S MAIDEN NAME			D.O.B.
SPOUSE'S VEHICLE - MAKE Dodge	MODEL Dodge	YEAR 94	COLOR White
PREVIOUS SPOUSE	ADDRESS	CITY & STATE	PHONE
CHILDREN - NAME(S) & AGE(S)	SCHOOL		
MOTHER	ADDRESS	CITY & STATE	PHONE
FATHER Daniel Plics	ADDRESS 555 C Memory	CITY & STATE South Ana	PHONE (714) 835-2620
SPOUSE'S MOTHER	ADDRESS	CITY & STATE	PHONE
SPOUSE'S FATHER	ADDRESS	CITY & STATE	PHONE
DEF. BROTHER Darin Livingston	ADDRESS	CITY & STATE	PHONE
DEF. SISTER Linda Smith	ADDRESS	CITY & STATE	PHONE (770) 0961
BEST FRIEND Paula	ADDRESS	CITY & STATE	PHONE (724) 3633
DEFENDANT'S ATTORNEY P.D.	ADDRESS	CITY & STATE	PHONE (925) 6772

INDEMNITOR INFORMATION			
INDEMNITOR BARBARA LIVINGSTONE	ADDRESS P.O. Box 532	CITY & STATE & ZIP CARAZON, CA 92230-0532	
SOCIAL SECURITY # 370-56-7808	D.L. # N8636915	D.O.B. 7/27/51	RELATION TO DEFENDANT Wife
EMPLOYER Sally's	ADDRESS 31-755 DATE PALM DR #1	CITY CITY	PHONE (760) 321-2653
OCCUPATION SALES	HOW LONG 2 mo	SUPERVISOR SHERYL FLUDE	MONTHLY INCOME \$ 800.-
BANK CAL FED	BRANCH Banning	ACCOUNT # 3664048455	TYRE CHECK
SPOUSE PHI	ADDRESS P.O. Box 532	CITY & STATE CARAZON, CA	PHONE (760) 321-2653
EMPLOYER RETIRED	ADDRESS	CITY & STATE	PHONE
OCCUPATION	HOW LONG	SUPERVISOR	MONTHLY INCOME
VEHICLE - MAKE 1994 Lincoln	MODEL Lincoln Town Car	YEAR 1994	COLOR NAVY
REGISTERED OWNER MARCE LOBE	LEGAL OWNER SAME	LICENSE 34DY103	LIENS Q

I.D. MARKS <i>Grey Blue</i>		GLASSES <i>W/O</i>	BIRTHPLACE	DATE OF EXEC. <i>2/19/01</i>
S.S.# <i>5103-59-8762</i>	D.F.# <i>063355</i>	DATE OF ARREST <i>01/10/01</i>	AGENCY <i>M:KE</i>	
BOOKING NAME <i>Phillip Livingston</i>	TRUE NAME <i>Same</i>	WHERE HELD <i>West Valley</i>		
CHARGES <i>550-AISSO(AIF) 487</i>	CASE# <i>ESB 028762</i>	DATE TO APPEAR <i>2/13/01</i>	TIME <i>8:30 AM</i>	
COURT <i>Superior</i>	JUR. DIST. <i>San Bernardino</i>	DIV. OR DERT. <i>5-26</i>	COUNTY <i>San Bernardino</i>	
DEFENDANT INFORMATION				
STREET ADDRESS <i>18400 Reyes</i>	APT. #	CITY & STATE <i>Demming</i>	PHONE <i>(709) 849-5305</i>	HOW LONG
FORMER ADDRESS	APT. #	CITY & STATE	HOW LONG	PREVIOUS COUNTY & STATE <i>WV</i>
EMPLOYER <i>Ministry - Independent</i>	ADDRESS	PHONE		HOW LONG
OCCUPATION	MO. INCOME \$	SHIFT	SUPERVISOR	UNION
PREVIOUS EMPLOYER	ADDRESS	CITY & STATE		LOCAL #
PREVIOUS ARREST CHARGE	COURT	COUNTY		WHEN
DISPOSITION				WHEN
ON PROBATION	WHERE	PREVIOUS BAIL	BY WHOM	AMOUNT \$
MILITARY BRANCH	SERIAL #	DISCHARGE DATE	WHEN ARRESTED	PROBATION OFFICER
VEHICLE - MAKE <i>Lincoln</i>	MODEL <i>Southern</i>	YEAR <i>91</i>	COLOR <i>Grey</i>	CO-DEFENDANTS
BANK	BRANCH	ACCOUNT #	TYPE	LICENSE # <i>4PSA 133</i>
CREDIT REF. & ACCT. #'S				BALANCE \$
REAL ESTATE: DESCRIPTION		VALUE \$		MORTGAGE AMOUNT \$
FAMILY INFORMATION				
SPOUSE <i>Deborah</i>	ADDRESS	PHONE		HOW LONG
EMPLOYER	ADDRESS	CITY & STATE		WORK PHONE
SPOUSE'S MAIDEN NAME				D.O.B.
SPOUSE'S VEHICLE - MAKE <i>BMW</i>	MODEL <i>Don Pless Jr.</i>	YEAR <i>94</i>	COLOR <i>White</i>	LICENSE # <i>949-720-1633</i>
PREVIOUS SPOUSE	ADDRESS	CITY & STATE		PHONE
CHILDREN - NAME(S) & AGE(S)		SCHOOL		
MOTHER <i>DoB 1/26/07</i>	ADDRESS	CITY & STATE <i>D 304</i>		PHONE
FATHER <i>Daniel Pless</i>	ADDRESS <i>555 C Memorial</i>	CITY & STATE <i>South Ana</i>		PHONE <i>(714) 835-2620</i>
SPOUSE'S MOTHER	ADDRESS	CITY & STATE		PHONE
SPOUSE'S FATHER	ADDRESS	CITY & STATE		PHONE
DEF. BROTHER <i>David - Darin Livingston</i>	ADDRESS	CITY & STATE		PHONE
DEF. SISTER <i>Linda Smith</i>	ADDRESS	CITY & STATE <i>Cal City</i>		PHONE <i>(770) 0961</i>
BEST FRIEND <i>Paula - mt View Apt</i>	ADDRESS	CITY & STATE		PHONE
DEFENDANT'S ATTORNEY <i>P.D.</i>	ADDRESS	CITY & STATE		PHONE <i>(324) 3633</i>
				PHONE <i>(925) 0772</i>
INDEMNITOR INFORMATION				
INDMNITOR <i>BARBARA LIVINGSTONE</i>	ADDRESS <i>P.O. Box 532</i>	CITY & STATE & ZIP <i>CABAZON CA 92230-0532</i>		
SOCIAL SECURITY # <i>370-56-7808</i>	D.L. # <i>N8636915</i>	D.O.B. <i>7/27/51</i>	RELATION TO DEFENDANT <i>WIFE</i>	PHONE <i>(909) 849-5305</i>
EMPLOYER <i>Sally's</i>	ADDRESS <i>31755 DATE PALM DR #1</i>	CITY <i>CA</i>		PHONE <i>(760) 321-2653</i>
OCCUPATION <i>SALES</i>	HOW LONG <i>2 mo</i>	SUPERVISOR <i>SHERYL FLUDE</i>		MONTHLY INCOME <i>\$ 800</i>
BANK <i>(CAL FED)</i>	BRANCH <i>Banning</i>	ACCOUNT # <i>3664048455</i>	TYPE <i>CHECK</i>	BALANCE <i>\$ 170.-</i>
SPOUSE <i>PHI</i>	ADDRESS <i>P.O. BOX 532</i>	CITY <i>CABAZON, CA</i>		PHONE <i>(909) 849-5305</i>
EMPLOYER <i>RETIRED</i>	ADDRESS			PHONE
OCCUPATION	HOW LONG	SUPERVISOR		MONTHLY INCOME
VEHICLE - MAKE <i>1994 Lincoln</i>	MODEL <i>Lincoln Town Car</i>	YEAR <i>1994</i>	COLOR <i>NAVY</i>	LICENSE # <i>34DV103</i>
REGISTERED OWNER <i>MARCELO</i>	LEGAL OWNER <i>Same</i>			LIENS <i>Q</i>
REAL PROPERTY <i>18400 REYES @ QUAIL</i>		IN WHO'S NAME <i>PHIL LIVINGSTON</i>		HOW LONG <i>1 1/2 YR</i>
LOT	BLOCK	TRACT	MAPS IN BOOK	PAGE
VALUE <i>\$ 70000</i>	EQUITY	FINANCED BY <i>NA</i>		A.P. NO.
CREDIT REF. & ACCT. #'S				
I certify that the above is true and correct. I further understand this is an application for a type of credit, and authorize review of my credit history via credit reporting agency checks.				
SIGNATURE OF DEFENDANT <i>[Signature]</i>	DATE <i>2/10/01</i>	SIGNATURE OF INDEMNITOR <i>[Signature]</i>	DATE <i>2/19/01</i>	

SENECA INSURANCE COMPANY

INDEMNITY AGREEMENT FOR SURETY BAIL BOND

The undersigned, called "First Party," make application to Palm Springs Bail Bonds called "Second Party," for execution by SENECA INSURANCE COMPANY, a corporation called "Surety" of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of \$ fifty thousand Dollars for Phillip Livingston called "Principal," and in consideration of Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$210.00 per annum for this Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his bail reduced or his case dismissed, shall not obligate the return of any portion of said premium. This Bond is renewable each year. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this Bond was executed. If said renewal premium is not paid upon written demand therefore, Second Party or Surety has the right to surrender Principal, as provided in the California Penal Code, Section 1300, and exonerate the Bond.

SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or any renewal or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with the regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach of the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgement entered thereon. However, no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry to Summary Judgement.

FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fee which shall, in no event, be less than the sum of twenty-five (\$25.00).

FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payable necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

SIXTH: To pay Second Party or Surety immediately upon demand after entry of Summary Judgement, pursuant to California Penal Code, Section 1306.

SEVENTH: To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the hereinabove charge.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required, without returning all premium paid therefore, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or any one of them, the First Party hereby expressly waiving the benefits of law requiring the Second Party or the Surety to make claim upon or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.


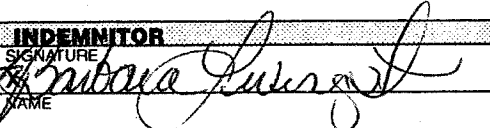
ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above-mentioned Bail Bond was executed or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

FURTHER, by signing below I hereby authorize Seneca Insurance Company, its attorney-in-fact, or independent contractor to obtain a report of my credit history or other information required in fulfilling the obligations of the contractual agreement which we have entered into.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail Agreement executed herewith each represents; I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement; that I am the true and lawful owner of the property, whether real or personal, which is set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

this 13 day of April 2001 set my hand.

DEFENDANT			
SIGNATURE <u>X</u> 	HOME TELEPHONE ()	WORK TELEPHONE ()	
NAME	ADDRESS	CITY	ZIP
EMPLOYER	ADDRESS	CITY	ZIP
DMV I.D.	SOCIAL SECURITY NUMBER	DATE OF BIRTH / /	
INDEMNITOR			
SIGNATURE 	HOME TELEPHONE ()	WORK TELEPHONE ()	
NAME	ADDRESS	CITY	ZIP
EMPLOYER	ADDRESS	CITY	ZIP
DMV I.D.	SOCIAL SECURITY NUMBER	DATE OF BIRTH / /	
INDEMNITOR			
SIGNATURE	HOME TELEPHONE ()	WORK TELEPHONE ()	

SENECA INSURANCE COMPANY, INC.

BAIL BOND DIVISION
160 Water Street, 16th Floor
New York, NY 10038-4922

APR 10 2001

CLERK (PLACE BAIL AGENT'S ADDRESS STAMP HERE)

PALM SPRINGS BAIL BONDS
73-091 COUNTRY CLUB DR. SUITE A4-16
568-6585
PALM DESERT CA. 92260

SAN BERNARDINO COUNTY MUNICIPAL SUPERIOR
COURT CRIMINAL DIVISION-CENTRAL

BAIL BOND

NO. 550-00391377

(POWER OF ATTORNEY WITH THIS NUMBER MUST BE ATTACHED.)

IN THE Superior COURT OF THE San Bernardino JUDICIAL DISTRICT
COUNTY OF San Bernardino STATE OF CALIFORNIA

THE PEOPLE OF THE STATE OF CALIFORNIA,
VS. Plaintiff,

Case No. FSB028762

Div. No. S-26

Phillip Livingston

Defendant.

0101342712

Defendant Phillip Livingston
(NAME OF DEFENDANT)

BOOKING NO.

having been admitted to bail in the sum of Fifty Thousand Dollars ONLY

Dollars (\$ 50,000.00) and ordered to appear in the above-entitled court

on 04-13-01 0830 S-26, on PC 550 (A)(1), PC 550 (A)(5), PC487 (A) charge/s;
DATE OF APPEARANCE (STATE MISDEMEANOR OR FELONY)

Now, the SENECA INSURANCE COMPANY, INC. hereby undertakes that the above-named defendant will appear in the above-named court on the date above set forth to answer any change in any accusatory pleading based upon the acts supporting the complaint filed against him/her and as duly authorized amendments thereof in whatever court it may be prosecuted, and will at all times hold him/herself amendable to the orders and process of the court, and if convicted, will appear for pronouncement of judgment or grant of probation; or if he/she fails to perform either of these conditions that the SENECA INSURANCE COMPANY, INC. will pay to the people of the State of California, the sum of Fifty Thousand Dollars ONLY dollars (\$ *50,000.00*).

If forfeiture of this bond be ordered by the Court, judgment may be summarily made and entered forthwith, against the said, SENECA INSURANCE COMPANY, INC., for the amount of its undertaking herein as provided by Sections 1305 and 1306 of the Penal Code.

SENECA INSURANCE COMPANY, INC.



THIS BOND IS VOID IF WRITTEN FOR AN AMOUNT GREATER THAN THE POWER OF ATTORNEY ATTACHED HERETO, IF MORE THAN ONE SUCH POWER IS ATTACHED, OR IF WRITTEN AFTER THE EXPIRATION DATE SPECIFIED ON THE ATTACHED POWER OF ATTORNEY.

By [Signature] ATTORNEY-IN-FACT

I certify under penalty of perjury that I am a licensed bail agent of the SENECA INSURANCE COMPANY, INC. and that I am executing this bond on 04-09-01 (DATE)

at San Bernardino (LOCATION)

[Signature]
(SIGNATURE OF LICENSED AGENT)

THE PREMIUM CHARGED FOR THIS BOND PER ANNUM IS: \$ _____

Approved this _____ day of _____, 19____ (TITLE)

NOTE: This is an Appearance Bond and cannot be construed as a guarantee for failure to provide payments, back-bail, or payments, FINES, or Wage Law claims, nor can it be used as a Bond in appeal.

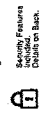
BAIL BOND

1077

16-66-1220

CHECK AMOUNT

\$ 3698.17



EXPLANATION	AMOUNT

DESCRIPTION	CHECK NUMBER
	1077

MIKE GIBSON
 BAIL OPERATING ACCOUNT
 73091 COUNTRY CLUB DRIVE, STE A 416
 PALM DESERT, CA 92260

PAY AMOUNT OF

TO THE ORDER OF

Mike Gibson

Mike Gibson

DATE

12/1/01

111011

Bank of America
 County Club Monterey
 73091 Country Club Drive
 Palm Desert, CA
 760.340.1887

Mike Gibson

MP

Roger Gibson's Expense for Livingston

8/7/01 Time and Mileage: Drove to San Bernardino to pick up certified copy of bail bond for Livingston:
 Time: 3 Hrs
 Mileage 142.7

8/22/01 Time and Mileage: Drove to Cat City, picked up Paula, drove to Poppet Flats to see Mr. Livingston's residence, found vacated, drove to Banning at old address, checked out Cabozon and back to Cat City to look apartments where she thought they had moved to.
 Time: 2.5 Hrs.
 Mileage: 185.1

8/26/01 Drove to Boulder City, NV., Laughlin, NV. Kingman, Az. Lake Havasu, Az. To delivery Wanted Flyers to all local policing agencies.
 Time: 24.5 Hrs.
 Mileage: 617.

10/11/01 Drove to Santa Ana, Ca. To check out dad's residence for upcoming B-Day of 94.
 Time: 5 Hrs.
 Mileage 242.

10/24/01 Drove to Santa Ana, Ca. to watch father's residence for Mr. Livingston to show up for dad's 94 B-Day. Watched 3 days
 Time: 25.
 Mileage 282.6

11/7/01 Drove to Parker Az. To talk to Dr. Paul Burns about Livingston's car being torched in Indio Hills, to Bullhead, Laughlin - gave out new flyers.
 Time: 20.5
 Mileage 539.6

11/18/01 Drove to Blythe, Quartzsize, Parker, Lake Havasu to track down lead Dr. Bush gave on person who stole care that was torched.
 Time 25.
 Mileage 594.6

11/20/01 Drove to San Bernardino to pick up copy of complaint and other paper work to give to attorney Mark Berstien.
 Time 3 Hrs.
 Mileage 149.1

Total Hours 108.50 @ 25.00 2,712.50
 Total Mileage 2752.7 @.29 798.28
 Misc Expenses 187.39

TOTAL \$ 3,698.17

MIKE GIBSON

BAIL OPERATING ACCOUNT
 73091 COUNTRY CLUB DRIVE, STE A 416
 PALM DESERT, CA 92260

EXPLANATION	AMOUNT

1077

16-66-1220

VT *History six thousand seven hundred and eight and 17* DOLLARS

E	TO THE ORDER OF <i>1/a Roger Gibson</i>	DESCRIPTION <i>Livingston</i>	CHECK NUMBER <i>1077</i>
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CHECK AMOUNT

\$ 3698.17

Security Features
 Details on Back.

MIKE GIBSON
BAIL OPERATING ACCOUNT
73091 COUNTRY CLUB DRIVE, STE A 416
PALM DESERT, CA 92260

EXPLANATION	AMOUNT
Case #	75
FSB 028762	

1103

16-66-1220

VT


Seventy Five dollars only

DOLLARS

CHECK
AMOUNT

TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
Superior Court of San Bernardino	Exor Livingston	1103

\$ *75.00*

 Security Features
included
Details on Back.

Bank of America.

Country Club/Monterey
73-101 Country Club Dr.
Palm Desert CA
760.340.1867



Mike Gibson



Date: January 11, 2002

**To: San Bernardino Superior Court - Clerk's office
Bail Desk**

**From: Palm Springs Bail Bonds
Maureen Gibson**

RE: CASE # FSB028762 Def: Phillip Livingston

**Please find enclosed check # 1103 in the amount of \$75.00 for
court costs to vacate forfeiture and exonerate bail bond #
S50-00391377 on Case # FSB028762 per motion hearing on
January 10, 2002.**

Thank you,


Maureen Gibson