

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

**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)

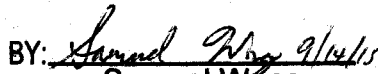

 Don Kent
 Treasurer-Tax Collector

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

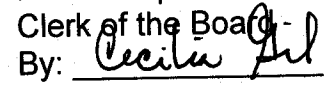
BY: 
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Washington
 Date: September 22, 2015
 xc: Treasurer

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- 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:

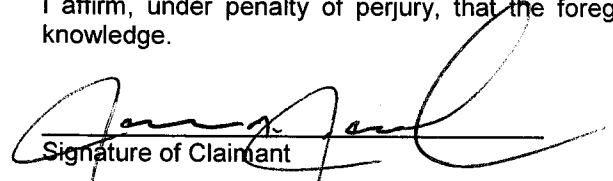
Situs:

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 92260

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 6th day of January, 2014 at Riverside County, CA
County, State


Signature of Claimant

Signature of Claimant

JAMES A. JACKSON, ESQ.
Print Name

Print Name

74-133 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

62

ORIGINAL

EJ-001

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

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

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

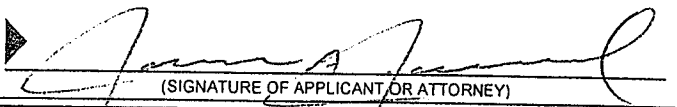
FOR COURT USE ONLY

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.
 3. Judgment creditor (name and address):
 JAMES A. JACKSON, ESQ.
 74-123 ASTER DRIVE, PALM DESERT, CA 92260

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

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

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

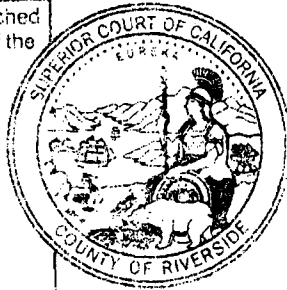
COPY

This abstract issued on (date):
 DEC 16 2008

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 R. Cook
DEPUTY
Dated: 1/5/09

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



2609-0020754
01/15/2009 08:00R
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 | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input type="checkbox"/> Certified Death Certificates for | <input type="checkbox"/> Court Order Appointing Administrator |
| <input type="checkbox"/> Copy of the Larry and Mary Burre Trust | <input type="checkbox"/> Deed (Quitclaim/Grant etc...) |
| <input type="checkbox"/> Copy of Marriage Certificate | |

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 THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
	B. Received by (Printed Name) N CODING	C. Date of Delivery 4/6/15
	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	

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 7003 2260 0004 1559 3777
(Transfer from service label)

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 2015

To Whom It May Concern:

This office is in receipt of your card.

Please submit the necessary proof documents listed below by August 15, 2015.

- ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- ___ Notarized Statement of Ownership if delivery address is different/misspelled
- ___ Notarized Statement Giving Authorization to Release 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"> ■ 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. 		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	
		Domestic Return Receipt 102595-02-M-1	

- ___ 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 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/missspelled | <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 Pazicni
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) 748-2489 * FAX (951) 955-3929

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	18.90	\$5,757.50

Civil MinutesCalendar Home 

Complaints/Parties Actions Minutes Pending Hearings Case Report Images Perm Judge's Notes 170 CCP Bench Memo

Case Type:
 Case Number: Search 

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	8:15 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): Gilbert Finnell, In Pro Per 78-590 Estello Court La Quinta, CA 92253</p> <p>TELEPHONE NO.: (760) 469-6618 FAX NO. (Optional):</p> <p>E-MAIL ADDRESS (Optional):</p> <p>ATTORNEY FOR (Name): GILBERT FINNELL, Petitioner</p>	<p>FOR COURT USE ONLY</p> <p>FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</p> <p>NOV 13 2006</p> <p>D. BABLE</p> <p><i>[Signature]</i></p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</p> <p>STREET ADDRESS: 46-200 Oasis St. MAILING ADDRESS: 46-200 Oasis St. CITY AND ZIP CODE: Indio 92201 BRANCH NAME: Indio</p>	
<p>MARRIAGE OF</p> <p>PETITIONER: GILBERT FINNELL</p> <p>RESPONDENT: TRACEY FINNELL</p>	<p>CASE NUMBER:</p> <p>IND 090171</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: 3-22-07</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 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 090171
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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
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 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
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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 16. Child Support: Father will pay child support in the sum of
 15 \$ 1,200.00 per month broken down as \$ 600.00 per month for Judy and
 16 \$ 600.00 per month for Tammy. As such, there will be support provided
 17 to one party to the other, and continuing thereafter for each minor
 18 child until that child reaches the age of majority under California
 19 law, dies or becomes emancipated; provided, however, that if such
 20 child has attained age 18, is unmarried, is no self-supporting and is
 21 attending high school on a full-time basis, said support shall
 22 continue until the child completes the 12th grade or attains age 19,
 23 whichever first occurs.

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

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
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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


 10 Gilbert Finnell, Petitioner

11 Dated: 7/18/06


 12 Tracey Finnell, Respondent

13 Dated:

14 _____
 15 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

1. The parents will have joint legal custody of the minor children.
2. 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:
 - a. Enrollment in or leaving a particular private or public school or daycare center
 - b. Participation in particular religious activities or institutions
 - c. Beginning or ending of psychiatric, psychological, or other mental health counseling or therapy
 - d. Selection of a doctor, dentist, or other health professional (except in emergency situations)
 - e. Participation in extracurricular activities
 - f. Out-of-country or out-of-state travel
 - g. 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.

3. If a parent does not obtain the required consent of the other parent to the decisions checked in item 2:
 - a. He or she may be subject to civil or criminal penalties.
 - b. The court may change the legal and physical custody of the minor children.
 - c. Other consequences (specify):
4. Special decision-making designation
 - a. The petitioner respondent will be responsible for making decisions regarding the following issues (specify):
 - b. 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.
5. Health-care notification
 - a. 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.
 - b. 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.
 - c. Both parents are required to administer any prescribed medications for the children.
6. School notification. Each parent will be designated as a person the children's school will contact in the event of an emergency.
7. 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.
8. 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)

[Handwritten Signature]
 (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)

Tracey Finnell
 (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]
 (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
(person who makes decisions about health, education, etc.) | Physical custody to
(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.**

 11/9/06
Judge/Commissioner 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. Legible 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.

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 \$ 34,960.00+/- . 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]
(Signature of Party of Interest/Assignor) (Date)

Gilbert Finnell, Jr
(Name Printed)

Tax ID/SS# _____

71601 Gardess Road
(Address)

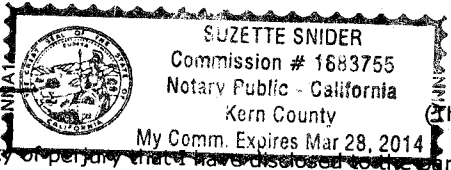
Rancho Mirage, CA 92270-4213
(City/State/Zip)

STATE OF CALIFORNIA)
COUNTY OF KERN) ss.

760 972-5719
(Area Code/Telephone Number)

On 09 DEC 2013, before me, the undersigned, a Notary Public in and for said 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]
(Signature of Notary)



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]
(Signature of Assignee)

Jed Byerly, Chief Operating Officer
(Name Printed)

Tax ID/SS# _____

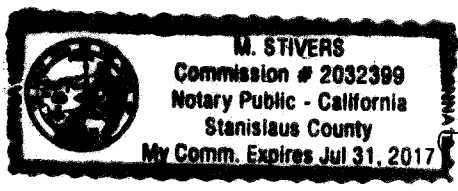
Global Discoveries, Ltd.
(Address)

STATE OF CALIFORNIA)
COUNTY OF Stanislaus) ss.

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

On December 13, 2013, before me, the undersigned, a Notary Public in and for 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.

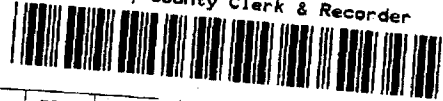
WITNESS my hand and official seal
[Signature]
(Signature of Notary)



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

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.

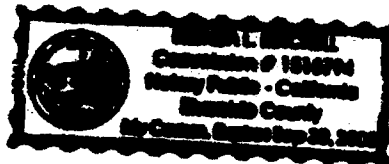
Witness my hand and official seal

Signature

[Handwritten Signature]

[Handwritten Signature]
 Gilbert Finnell, Jr.

[Handwritten Signature]
 Tracey Finnell



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

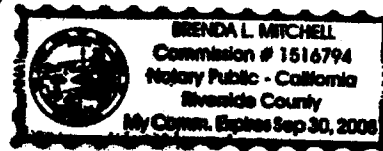
On April 27, 2006 before me, Brenda L. Mitchell, Notary Public
(Name, Title of Officer)

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. Mitch
(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

1. NAME OF DECEDENT - FIRST (Given) TRACY		2. MIDDLE JEAN		3. LAST (Family) FINNELL	
4. DATE OF BIRTH mm/dd/yyyy 08/19/1960					
5. AGE Yrs. 48		6. UNDER ONE YEAR Months 09		7. UNDER 24 HOURS Hours 1035	
8. BIRTH STATE/FOREIGN COUNTRY CA		9. SOCIAL SECURITY NUMBER [REDACTED]		10. SEX F	
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) MARRIED		13. DATE OF DEATH mm/dd/yyyy 09/21/2008	
14. EDUCATION - Highest Level/Type (see worksheet on back) HS GRADUATE		15. US BORN 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) WHITE	
17. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED HOMEMAKER		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) OWN HOME		19. YEARS IN OCCUPATION 23	
20. DECEDENT'S RESIDENCE (Street and number or locality) 78590 ESTELO CT					
21. CITY LA QUINTA		22. COUNTY/PROVINCE RIVERSIDE		23. ZIP CODE 92253	
24. YEARS IN COUNTY 16		25. STATE/FOREIGN COUNTRY CA			
26. INFORMANT'S NAME, RELATIONSHIP GILBERT FINNELL JR, HUSBAND			27. INFORMANT'S MAILING ADDRESS (Street and number or APO route number, city or town, state, ZIP) 78590 ESTELO CT, LA QUINTA, CA 92253		
28. NAME OF SURVIVING SPOUSE - FIRST GILBERT		29. MIDDLE MONTGOMERY		30. LAST (maiden Name) FINNELL JR	
31. NAME OF FATHER - FIRST ROBERT		32. MIDDLE ABBES		33. LAST LOYD	
34. BIRTH STATE CA		35. NAME OF MOTHER - FIRST SEINA		36. MIDDLE ABBES	
37. LAST MIDDLE ABBES		38. MIDDLE LOYD		39. BIRTH STATE CA	
40. PLACE OF BIRTH (City and State) RIVERSIDE, CA					
41. TYPE OF DISPOSITION CR/RES					
42. NAME OF FUNERAL ESTABLISHMENT FITZHENRY FUNERAL HOME - PDC					
43. LICENSE NUMBER FD 1571					
44. DATE mm/dd/yyyy 09/26/2008					
45. PLACE OF DEATH RIVERSIDE					
46. COUNTY RIVERSIDE					
47. CITY LA QUINTA					
48. ZIP CODE 92253					
49. CAUSE OF DEATH METASTATIC COLORECTAL CANCER					
50. IMMEDIATE CAUSE (Final illness or condition resulting in death) METASTATIC COLORECTAL CANCER					
51. UNDERLYING CAUSE (Underlying cause of disease or injury that initiated the events resulting in death) LAST NONE					
52. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 51 NONE					
53. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 50 OR 51? (If yes, list type of operation and date.) NO					
54. 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: Decedent Last Seen Alive (A) mm/dd/yyyy (B) mm/dd/yyyy 09/04/2008 09/20/2008					
55. SIGNATURE AND TITLE OF CERTIFIER JOHN PREKEZES M.D.					
56. LICENSE NUMBER A77463		57. DATE mm/dd/yyyy 09/25/2008			
58. 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"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined					
59. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)					
60. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)					
61. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)					
62. SIGNATURE OF CORONER / DEPUTY CORONER Larry W. Ward					
63. DATE mm/dd/yyyy OCT 10 2013					
64. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER LARRY W. WARD ASSESSOR COUNTY CLERK-RECORDER RIVERSIDE COUNTY, CALIFORNIA					



* 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 13th 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)

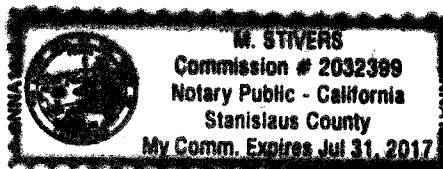
On December 13, 2013 before me, M. Stivers - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

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.

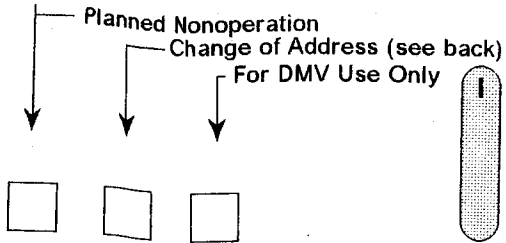
M. Stivers (seal)
Signature of Notary Public



CALIFORNIA USA DRIVER LICENSE



DL
 EXP 03/06/2016 CLASS CM1 END NONE
 LN FINNELL
 FN GILBERT MONTGOMERY JR
 DOB 03/06/1958
 RSTR NONE 03061958
 SEX M HAIR BRN EYES GRN
 HGT 5-08 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

STUBA

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:

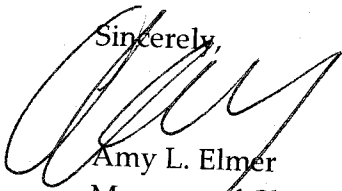
RECEIVED
2014 JAN -6 PM 3:00
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

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

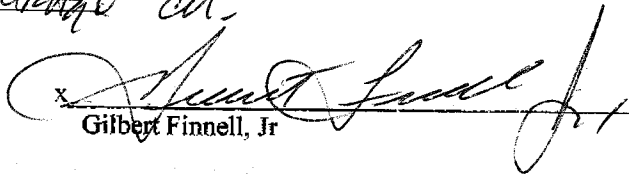


DECLARATION
OF ONE AND THE SAME PERSON

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.



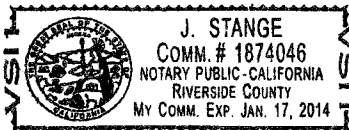
Gilbert Finnell, Jr

JURAT

State of California
County of Riverside

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

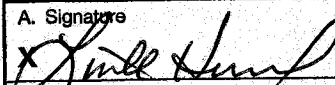
20 day of December, 2013, by
Date Month Year
Gilbert Finnell, Jr
Name of Signer



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 THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 	A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Address
1. Article Addressed to: Global Discoveries, Ltd. Attn: Amy Elmer 1120 13 th Street, Suite A Modesto, CA 95354	B. Received by (Printed Name) L. Hunter	C. Date of Delivery 7/24/15
2. Article Number (Transfer from service label)	7003 2260 0004 1558 6373	
PS Form 3811, July 2013	Domestic Return Receipt	
3. Service Type	<input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes	

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

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/misspelled
- ___ 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...)
- X 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 (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** at

FOR COURT USE ONLY

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF RIVERSIDE

NOV 13 2006

D. BABLE

CASE NUMBER:
 IND **090171**

LSA
 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.: **3M** 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 090171

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 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
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)
11 GILBERT FINNELL,) No. IND
12)
13 vs.) Petitioner,)
14)
15) MARITAL SETTLEMENT AGREEMENT
16)
TRACEY FINNELL,)
Respondent.)
17)
18)

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

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
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
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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 **16. Child Support:** Father will pay child support in the sum of
15 \$ 1,200.00 per month broken down as \$ 600.00 per month for Judy and
16 \$ 600.00 per month for Tammy. As such, there will be support provided
17 to one party to the other, and continuing thereafter for each minor
18 child until that child reaches the age of majority under California
19 law, dies or becomes emancipated; provided, however, that if such
20 child has attained age 18, is unmarried, is no self-supporting and is
21 attending high school on a full-time basis, said support shall
22 continue until the child completes the 12th grade or attains age 19,
23 whichever first occurs.

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

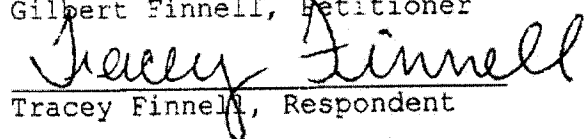
20 **31. Modification, Revocation or Termination:** This
21 Agreement may be altered, amended, modified, revoked or terminated
22 only by an instrument in writing expressly referring to this
23 Agreement, executed and signed by both Husband and Wife, and by no
24 other means. Each of the parties waives 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 
10 Gilbert Finnell, Petitioner

11 Dated: 7/18/06 
12 Tracey Finnell, Respondent

13 Dated: _____
14 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

EXHIBIT C

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

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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

1. The parents will have joint legal custody of the minor children.
2. 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:
 - a. Enrollment in or leaving a particular private or public school or daycare center
 - b. Participation in particular religious activities or institutions
 - c. Beginning or ending of psychiatric, psychological, or other mental health counseling or therapy
 - d. Selection of a doctor, dentist, or other health professional (except in emergency situations)
 - e. Participation in extracurricular activities
 - f. Out-of-country or out-of-state travel
 - g. 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.

3. If a parent does not obtain the required consent of the other parent to the decisions checked in item 2:
 - a. He or she may be subject to civil or criminal penalties.
 - b. The court may change the legal and physical custody of the minor children.
 - c. Other consequences (specify):
4. Special decision-making designation
 - a. The petitioner respondent will be responsible for making decisions regarding the following issues (specify):
 - b. 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.
5. Health-care notification
 - a. 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.
 - b. 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.
 - c. Both parents are required to administer any prescribed medications for the children.
6. School notification. Each parent will be designated as a person the children's school will contact in the event of an emergency.
7. 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.
8. Other (specify):

PETITIONER: GILBERT FINN	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)

[Handwritten Signature]
 (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)

Tracey Finnell
(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
(person who makes decisions about health, education, etc.) | Physical custody to
(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).

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.**

Dale R. Wells	NOV 09 2006
Judge/Commissioner	Date

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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

A. SKELTON

MAR 14 2007



**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

32410

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): ATTORNEY FOR (Name): TRACEY FINNELL		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 14 2007 A. SKELTON
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		CASE NUMBER: IND 090171
NOTICE OF MOTION <input type="checkbox"/> Child Custody <input type="checkbox"/> Modification <input checked="" type="checkbox"/> Child Support <input type="checkbox"/> Visitation <input checked="" type="checkbox"/> Injunctive Order <input checked="" type="checkbox"/> Attorney Fees and Costs SET ASIDE DEFAULT JUDGMENT+MSA <input checked="" type="checkbox"/> Other (specify):		

MAR 14 2007

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/.

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 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 for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8.)

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

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
TAMMY FINNELL

\$ GUIDELINE
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).

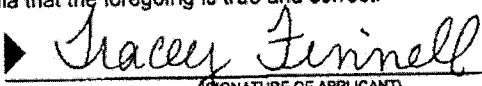
PETITIONER: GILBERT FINNELL RESPONDENT: TRACEY FINNELL	CASE NUMBER: IND 090171
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6. PROPERTY RESTRAINT To be ordered pending the hearing
- a. The petitioner respondent claimant is restrained from transferring, encumbering, hypothecating, concealing, 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:
- | <u>Debt</u> | <u>Amount of payment</u> | <u>Pay to</u> |
|---|--------------------------|---------------|
| 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 _____


 (SIGNATURE OF APPLICANT)

32410

FW-003

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Law offices of James A Jackson 45-200 Club Dr Ste B Indian Wells CA 92210 TELEPHONE NO: (760) 360-5222 FAX NO: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Tracey Finnell		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 14 2007 A. SKELTON CASE NUMBER: IND090171	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 46-200 OASIS STREET MAILING ADDRESS: 46-200 OASIS STREET CITY AND ZIP CODE: INDIO, CA 92201 BRANCH NAME: DESERT BRANCH			
PLAINTIFF/ PETITIONER: Gilbert Finnell		DEFENDANT/ RESPONDENT: Tracey Finnell	
ORDER ON APPLICATION FOR WAIVER OF COURT FEES AND COSTS			

MAR 14 2007

- 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) Pay (specify): _____ percent. (2) 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:
-------	-------	--------	-------	-------
 - 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:
-------	-------	--------	-------	-------
 - 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 7-13-07

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
(Clerk may GRANT in full a nondiscriminatory fee waiver, see Cal. Rules of Court, rules 3.56.) Page 1 of 2

PLAINTIFF/PETITIONER (Name): <u>Finnell</u>	CASE NUMBER:
DEFENDANT/RESPONDENT (Name): <u>Finnell</u>	<u>JND090171</u>

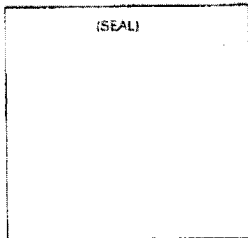
4b Application is denied in whole or in part (specify reasons):

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
 (place): INDIO, California,
 on (date): MAR 14 2007

Clerk, by [Signature], Deputy

Law offices of James Jackson
45200 Club Dr Ste B
Indian Wells CA 92210



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

4-10
JM

ORIGINAL

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 14 2007

MAR 14 2007

A. SKELTON

Attorneys for Respondent, TRACEY FINNELL

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

20 II. ANALYSIS

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

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

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

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
concerns to Petitioner regarding the inequitable division of assets and spousal support waiver.

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

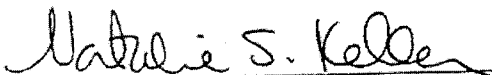
9 Lastly, the Marital Settlement Agreement has many errors and omissions that should be
10 included to properly address all issues before the Court. The errors include, but are not limited
11 to:

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

21 III. CONCLUSION

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

24 Date: 3/5/07

25 
26 NATALIE S. KELLER,
27 Attorney at Law
28

325410

FOR COURT USE ONLY

ORIGINAL

MAR 14 2007

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 14 2007

A. SKELTON

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		CASE NUMBER: IND090171
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		

1. Employment (Give information on your current job or, if you're unemployed, your most recent job.)
- 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.
- Attach copies of your pay stubs for last two months here (black out social security numbers).
- (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
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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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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

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Number of years in this business (specify):

Name of business (specify):

Type of business (specify):

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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

a. Home:

(1) Rent or mortgage \$ 1,900.26

If mortgage:

(a) average principal: \$ 0.00

(b) average interest: \$ 0.00

(2) Real property taxes \$ 3,659.00

(3) Homeowner's or renter's insurance (if not included above) \$ 0.00

(4) Maintenance and repair \$ 0.00

b. Health-care costs not paid by insurance \$ 0.00

c. Child care \$ 0.00

d. Groceries and household supplies \$ 300.00

e. Eating out \$ 50.00

f. Utilities (gas, electric, water, trash) \$ VARIES

g. Telephone, cell phone, and e-mail \$ 300.00

h. Laundry and cleaning \$ 0.00

i. Clothes \$ VARIES

j. Education \$ 0.00

k. Entertainment, gifts, and vacation \$ 50.00

l. Auto expenses and transportation (insurance, gas, repairs, bus, etc.) \$ 60.00

m. Insurance (life, accident, etc.; do not include auto, home, or health insurance) \$ 0.00

n. Savings and investments \$ 0.00

o. Charitable contributions \$ 0.00

p. Monthly payments listed in item 14 (itemize below in 14 and insert total here) \$ 468.00

q. Other (specify): \$ 0.00

r. TOTAL EXPENSES (a-q) (do not add in the amounts in a(1)(a) and (b))	\$ <u>6,787.26</u>
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s. Amount of expenses paid by others \$ 6,787.26

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 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 \$ 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):

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

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- b. Name of insurance company:
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(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 | \$ <u>0.00</u> | _____ |
| b. Major losses not covered by insurance (examples: fire, theft, other insured loss) | \$ <u>0.00</u> | _____ |
| c. (1) Expenses for my minor children who are from other relationships and are living with me | \$ <u>0.00</u> | _____ |
| (2) Names and ages of those children (specify): | | |

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