



02/07/2007 03:17:05 PM

Fee: \$166.00

**WEILAND, GOLDEN,
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Counsel for Helen Ryan Frazer,
Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re

LORI BUSH,

Debtor.

HELEN RYAN FRAZER,
Chapter 7 Trustee,

Plaintiff,

vs.

PHILIP BUSH,

Defendant.

) Case No. LA 05-39736 SB
) Chapter 7 Case
) Adv. No. LA 06-01433 SB

NOTICE OF RELEASE OF LIS PENDENS
[Unimproved Land Legally Described as
Klamath Falls Forest Estates, Hwy 6,
Plat #4, Block 125, Lot 55, in the County
of Klamath, State of Oregon]

NOTICE IS HEREBY GIVEN that Helen Ryan Frazer, the chapter 7 trustee ("Plaintiff" or "Trustee"), on behalf of the bankruptcy estate (the "Estate") of Lori Bush (the "Debtor"), hereby withdraws and releases the notice of pendency of action ("Lis Pends") recorded on March 9, 2006 bearing document number M06-04318 with respect to the action pending in the United States Bankruptcy Court, Central District of California, Los Angeles Division. A copy of the Lis Pends is attached as Exhibit "1."

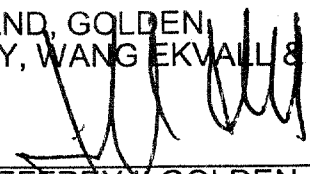
The land referred to and affected by this action is located in the State of Oregon (the "Land"). The Land is further described as follows:

1 Klamath Falls Forest Estates, Hwy 6, Plat #4, Block 125,
2 Lot 55, in the County of Klamath, State of Oregon.

3 The other entities or persons that claim to have an interest in the Land are Philip
4 Bush.

5
6 DATED: February 1, 2007

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

7
8 By: 
9 JEFFREY T. GOLDEN
10 Counsel for Helen Ryan Frazer,
11 Chapter 7 Trustee
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M06-04318

Klamath County, Oregon

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Pages 24 Fee: \$136.00

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

WEILAND, GOLDEN, SMILEY, WANG EKVALL &
STROK, LLP

AND WHEN RECORDED MAIL TO:

WEILAND, GOLDEN, SMILEY, WANG EKVALL
& STROK, LLP
650 TOWN CENTER DRIVE, STE 950
COSTA MESA, CA 92626

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: NOTICE OF PENDENCY OF ACTION (LIS PENDENS)

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)**

EXHIBIT 1 PAGE 3

136-CA

1 **WEILAND, GOLDEN,**
2 **SMILEY, WANG EKVALL & STROK, LLP**
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9 Proposed Counsel for Helen Ryan Frazer,
10 Chapter 7 Trustee

11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **LOS ANGELES DIVISION**

14 In re

15 LORI BUSH,

16

Debtor.

17

18 HELEN RYAN FRAZER,
19 Chapter 7 Trustee,

20

Plaintiff,

21

vs.

22

PHILIP BUSH,

23

24

Defendant.

25

Case No. LA 05-39736 SB

Adv. No.: LA 06-01433 SB

Chapter 7 Case

NOTICE OF PENDENCY OF ACTION
[LIS PENDENS]

[Unimproved land legally described as
Klamath Falls Forest Estates, Hwy 6,
Plat #4, Block 125, Lot 55, in the County
of Klamath, State of Oregon]

26 **NOTICE IS HEREBY GIVEN** that an acting is pending in the United States
27 Bankruptcy Court, Central District of California, Los Angeles Division, filed by Helen
28 Ryan Frazer, the chapter 7 trustee ("Plaintiff" or "Trustee"), on behalf of the bankruptcy
estate (the "Estate") of Lori Bush ("Debtor"): (1) For Declaratory Relief Regarding
Property of the Estate Pursuant to 11 U.S.C. § 541; (2) For Turnover of Property of the
Estate Pursuant to 11 U.S.C. § 542; (3) To Avoid and Recover Unauthorized
Post-Petition Transfer Pursuant to 11 U.S.C. §§ 549 and 550; (4) To Avoid and Recover

1 Transfer Pursuant to 11 U.S.C. §§ 544(a)(3) and 550; (5) To Preserve Avoided Transfer
2 Pursuant to 11 U.S.C. § 551; (6) For Declaratory Relief that the Transfer is Void in
3 Violation of the Automatic Stay Pursuant to 11 U.S.C. § 362; and (7) For Attorneys' Fees
4 and Sanctions (the "Complaint") against Philip Bush ("Defendant"). Attached hereto as
5 Exhibit "1" is a true and correct copy of the Complaint. The property referred to and
6 affected by this action is located in the State of Oregon (the "Property"). The Property is
7 further described as follows:

8 Klamath Falls Forest Estates, Hwy 6, Plat #4, Block 125, Lot
9 55, in the County of Klamath, State of Oregon.

10 The other entities or persons that claim to have an interest in the Property are
11 Philip Bush.

12 DATED: March 7, 2006

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

13

14

15

By:



16

REEM J. BELLO

17

Proposed Attorneys for Helen Ryan
Frazer, Chapter 7 Trustee

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On March 8, 2006 before me, Kelly M. Rivera

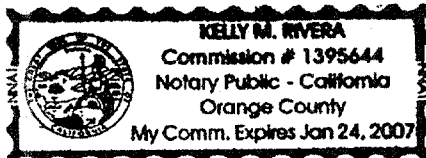
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Reem J. Bello

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

Kelly M. Rivera
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Notice of pendency of action

Document Date: March 7, 2006 Number of Pages: 20

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: N/A

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: N/A

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT 1 PAGE 6

COPY

WEILAND, GOLDEN,
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Proposed Counsel for Helen Ryan Frazer,
Chapter 7 Trustee

FILED

MAR - 1 2006

CLERK, U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
Deputy Clerk

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

LORI BUSH,

Debtor.

Case No. LA 05-39736 SB

Adv. No.: 006 - 01433SB

Chapter 7 Case

COMPLAINT:

HELEN RYAN FRAZER,
Chapter 7 Trustee,

Plaintiff,

vs.

PHILIP BUSH,

Defendant.

- (1) FOR DECLARATORY RELIEF REGARDING PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. § 541;
- (2) FOR TURNOVER OF PROPERTY OF THE ESTATE PURSUANT TO 11 U.S.C. § 542;
- (3) TO AVOID AND RECOVER UNAUTHORIZED POST-PETITION TRANSFER PURSUANT TO 11 U.S.C. §§ 549 AND 550;
- (4) TO AVOID AND RECOVER TRANSFER PURSUANT TO 11 U.S.C. § 544(a)(3) AND 550;
- (5) TO PRESERVE AVOIDED TRANSFER PURSUANT TO 11 U.S.C. § 551;
- (6) FOR DECLARATORY RELIEF THAT THE TRANSFER IS VOID IN VIOLATION OF THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362; AND
- (7) FOR ATTORNEYS' FEES AND SANCTIONS

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EXHIBIT

PAGE

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COMPLAINT

EXHIBIT

PAGE

7

1 Helen Ryan Frazer, the duly appointed, qualified and acting chapter 7 trustee (the
2 "Trustee" or "Plaintiff") of the estate (the "Estate") of Lori Bush (the "Debtor"), hereby
3 files this Complaint: (1) For Declaratory Relief Regarding Property of the Estate Pursuant
4 to 11 U.S.C. § 541; (2) For Turnover of Property of the Estate Pursuant to 11 U.S.C.
5 § 542; (3) To Avoid and Recover Unauthorized Post-Petition Transfer Pursuant to
6 11 U.S.C. §§ 549 and 550; (4) To Avoid and Recover Transfer Pursuant to 11 U.S.C.
7 §§ 544(a)(3) and 550; (5) To Preserve Avoided Transfer Pursuant to 11 U.S.C. § 551;
8 (6) For Declaratory Relief that the Transfer is Void in Violation of the Automatic Stay
9 Pursuant to 11 U.S.C. § 362; and (7) For Attorneys' Fees and Sanctions (the
10 "Complaint") against Philip Bush ("Defendant"), and alleges that:

11
12 **STATEMENT OF JURISDICTION AND VENUE**

- 13 1. The Bankruptcy Court has jurisdiction over this adversary proceeding
14 pursuant to 28 U.S.C. §§ 157(b)(2)(A), (C), (E) and (O) and 1334.
15 2. Venue properly lies in this judicial district in that this civil proceeding arises
16 under title 11 of the United States Code as provided for in 28 U.S.C. § 1409(a).
17 3. This adversary proceeding arises out of and is related to the bankruptcy
18 case of In re Lori Bush, Case No. LA 05-39736 SB, filed on October 12, 2005 (the
19 "Petition Date") and currently pending in the United States Bankruptcy Court for the
20 Central District of California, Los Angeles Division.

21
22 **STATEMENT OF STANDING**

- 23 4. The Plaintiff, as the Trustee, has standing to bring this action pursuant to
24 11 U.S.C. §§ 323, 362, 541, 542, 549, 550, and 551.

1 PARTIES TO THE ACTION

2 5. Plaintiff, Helen Ryan Frazer, is the duly appointed, qualified and acting
3 chapter 7 trustee for the Estate. This action is brought by the Trustee in her
4 representative capacity only.

5 6. The Trustee is informed and believes, and on that basis alleges, that Philip
6 Bush ("Defendant") is an individual residing at 5715 Lemon Avenue, Long Beach,
7 California 90805.

8 GENERAL ALLEGATIONS

9
10 7. On or within one year of the Petition Date, the Debtor owned a community
11 property interest in the real property located at 5715 Lemon Avenue, Long Beach,
12 California 90805 (the "Residence").

13 8. The Residence is a single family residence and is legally described as
14 follows:

15 Lot 6, Block A of Tract No. 8281, in the City of Long Beach, County of
16 Los Angeles, State of California, as per map recorded in Book 93, Pages
86 and 87, of Maps, in the Office of the County Recorder of said County.

17 9. On or within one year of the Petition Date, the Debtor owned a community
18 property interest in approximately forty acres of unimproved land in Oregon (the "Land").

19 10. The Land is legally described as follows:

20 Klamath Falls Forest Estates, Hwy 6, Plat #4, Block 125, Lot 55, in
21 the County of Klamath, State of Oregon.

22 11. The Residence and the Land are collectively referred to herein as the
23 "Property."

24 12. On October 19, 2005, the Superior Court of California, County of Los
25 Angeles, South District, entered a judgment of marital dissolution in the Marriage of Lori
26 Jean Bush (the Debtor) and Philip Bush (the "Judgment"). Attached as Exhibit "1" is a
27 copy of the Judgment.

1 13. The Judgment states that the Property is awarded to the Defendant as his
2 sole and separate property (the "Transfer"). See Section V.B. of the Judgment. Debtor's
3 joint tenancy interest in the Property to the Defendant (the "Transfer").

4 14. The Debtor lists a 50% interest in the Residence and the Land on Schedule
5 A of her bankruptcy schedules. See Debtor's Schedule A attached as Exhibit "2."

FIRST CLAIM FOR RELIEF

(For Declaratory Relief Regarding Property of the Estate)

Pursuant to 11 U.S.C. § 541)

10 15. Plaintiff incorporates each and every allegation contained in paragraphs 1
11 through 14, inclusive, as though fully set forth herein.

12 16. Plaintiff is informed, believes and alleges that the Debtor had a legal and/or
13 equitable interest in the Property on the Petition Date.

14 17. By reason of the foregoing, Plaintiff is entitled to a declaration by the Court
15 that the Property is property of the Estate pursuant to 11 U.S.C. § 541.

SECOND CLAIM FOR RELIEF

(For Turnover of Property of the Estate Pursuant to 11 U.S.C. § 542)

18. Plaintiff incorporates each and every allegation contained in paragraphs 1
through 17, inclusive, as though fully set forth herein.

21 19. Plaintiff is informed, believes and alleges that Defendant is in possession,
22 custody, or control of the Property.

23 20. Plaintiff is informed, believes and alleges that Plaintiff may use, sell or
24 lease the Property pursuant to 11 U.S.C. § 363.

25 21. Plaintiff is informed, believes and alleges that the Property has value and
26 benefit to the Estate.

27 22. Pursuant to 11 U.S.C. § 542, Defendant is obligated to deliver the Property
28 to Plaintiff and to account to Plaintiff for the Property.

1 23. By reason of the foregoing, Plaintiff is entitled to turnover and accounting of
2 the Property by Defendant.

3
4 **THIRD CLAIM FOR RELIEF**

5 **(To Avoid and Recover Unauthorized Post-Petition Transfer**

6 **Pursuant to 11 U.S.C. §§ 549 and 550)**

7 24. Plaintiff incorporates each and every allegation contained in paragraphs 1
8 through 23, inclusive, as though fully set forth herein.

9 25. Plaintiff is informed, believes and alleges that the Property was property of
10 the Estate on the Petition Date.

11 26. Plaintiff is informed, believes and alleges that the Property was transferred
12 by the Debtor to Defendant after the Petition Date.

13 27. Plaintiff is informed, believes and alleges that the Transfer by the Debtor to
14 Defendant was not authorized by the Bankruptcy Code or the Court.

15 28. By reason of the foregoing, Plaintiff is entitled to avoid the Transfer
16 pursuant to 11 U.S.C. § 549 and to recover the Property or the value of the Property from
17 Defendant for the benefit of the Estate pursuant to 11 U.S.C. § 550.

18
19 **FOURTH CLAIM FOR RELIEF**

20 **(To Avoid and Recover Transfer Pursuant to 11 U.S.C. §§ 544(a)(3) and 550)**

21 29. Plaintiff incorporates each and every allegation contained in paragraphs 1
22 through 28, inclusive, as though fully set forth herein.

23 30. The Judgment was entered by the Los Angeles Superior Court after the
24 Petition Date.

25 31. The Trustee has the rights and powers of, or may avoid any transfer of the
26 Property that is voidable by a bona fide purchaser of real property, other than fixtures,
27 from the Debtor, against whom applicable law permits the Transfer to be perfected, that
28 obtains the status of a bona fide purchaser on the Petition Date.

1 32. By reason of the foregoing, the Plaintiff is entitled to avoid the Transfer to
2 the Defendant and to recover the Debtor's interest in the Property for the benefit of the
3 Estate pursuant to 11 U.S.C. § 544(a)(3) and 550.

4
5 **FIFTH CLAIM FOR RELIEF**

6 **(To Preserve Avoided Transfer Pursuant to 11 U.S.C. § 551)**

7 33. Plaintiff incorporates each and every allegation contained in paragraphs 1
8 through 32, inclusive, as though fully set forth herein.

9 34. The Transfer is an avoidable transfer pursuant to 11 U.S.C. § 549.

10 35. By reason of the foregoing, the avoidable Transfer is automatically
11 preserved for the benefit of the Estate pursuant to 11 U.S.C. § 551.

12
13 **SIXTH CLAIM FOR RELIEF**

14 **(For Declaratory Relief That the Transfer Is Void**

15 **in Violation of the Automatic Stay Pursuant to 11 U.S.C. § 362)**

16 36. Plaintiff incorporates each and every allegation contained in paragraphs 1
17 through 35, inclusive, as though fully set forth herein.

18 37. Plaintiff is informed, believes and alleges that the Transfer was an act by
19 Defendant to obtain possession of property of or from the Estate or to exercise control
20 over property of the Estate.

21 38. Plaintiff is informed, believes and alleges that Defendant failed to obtain
22 relief from the automatic stay pursuant to 11 U.S.C. § 362(d) prior to the Transfer.

23 39. By reason of the foregoing, Plaintiff is entitled to a declaration by the Court
24 that the Transfer violated the automatic stay imposed by 11 U.S.C. § 362(d) and is void
25 *ab initio*, and that the Property is property of the Estate.

1 **SEVENTH CLAIM FOR RELIEF**

2 **(For Attorneys' Fees and Sanctions)**

3 40. Plaintiff incorporates each and every allegation contained in paragraphs 1
4 through 39, inclusive, as though fully set forth herein.

5 41. Plaintiff is informed, believes and alleges that Defendant knew or should
6 have known of the Debtor's pending bankruptcy case at the time of the Transfer.

7 42. Plaintiff is informed, believes and alleges that Defendant's violation of the
8 Bankruptcy Code was willful and intentional.

9 43. By reason of the foregoing, Plaintiff is entitled to her attorneys' fees and
10 expenses incurred in litigating this proceeding, collecting any judgments against
11 Defendant and recovering the Property.

12
13 **WHEREFORE**, Plaintiff requests that this Court enter a judgment in favor of
14 Plaintiff and against Defendant as follows:

15
16 **On the First Claim for Relief**

17 (1) Declaring that the Property is property of the Estate pursuant to 11 U.S.C.
18 § 541.

19 **On the Second Claim for Relief**

20 (2) Compelling Defendant to turnover, deliver and account to Plaintiff the
21 Property.

22 **On the Third Claim for Relief**

23 (3) Avoiding the Transfer pursuant to 11 U.S.C. § 549 and awarding the
24 Property or the value of the Property for the benefit of the Estate pursuant to 11 U.S.C.
25 § 550.

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On the Fourth Claim for Relief

(4) Avoiding the Transfer and for recovery of the Debtor's interest in the Property or its value from the Defendant for the benefit of the Estate.

On the Fifth Claim for Relief

(5) Preserving the Transfer for the benefit of the Estate pursuant to 11 U.S.C. § 551.

On the Sixth Claim for Relief

(6) Declaring that the Transfer violated the automatic stay imposed by 11 U.S.C. § 362 and are void ab initio and that the Property is property of the Estate.

On the Seventh Claim for Relief

(7) Awarding to Plaintiff her attorneys' fees and expenses for litigating this proceeding, collecting any judgment against Defendant and recovering the Property.

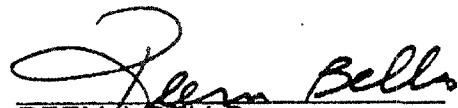
On All Claims for Relief

(8) For interest on the amount of the judgment from the date of the judgment at the legal rate of ten percent (10%).

(9) For such other and further relief as this Court may deem just and proper.

DATED: March 1, 2006

WEILAND, GOLDEN,
SMILEY, WANG EKVALL & STROK, LLP

By: 
REEM J. BELLO
Proposed Attorneys for Helen Ryan
Frazer, Chapter 7 Trustee

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): A. Kimble Ouerbacker III LAW OFFICE OF A. KIMBLE OUERBACKER III 622 Tierney Avenue Ventura, CA 93003</p> <p>TELEPHONE NO.: 805.815.9535 FAX NO.: _____</p> <p>ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 415 West Ocean Boulevard MAILING ADDRESS: CITY AND ZIP CODE: Long Beach, CA 90802-4591 BRANCH NAME: South District</p> <p>MARRIAGE OF PETITIONER: LORI JEAN BUSH RESPONDENT: PHILIP BUSH</p>	<p style="text-align: right;">FOR COURT USE ONLY</p> <div style="border: 1px solid black; padding: 10px; text-align: center;"> <p>CONFIRMED COPY OF ORIGINAL FILED Los Angeles Superior Court</p> <p>OCT 19 2005</p> <p>John A. Clarke, Executive Officer/Clerk By <u>W. N. Lane</u> W. N. LANE</p> </div> <p>CASE NUMBER: ND 042 166</p>
<p style="text-align: center;">JUDGMENT</p> <p> <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input type="checkbox"/> Judgment on reserved issues </p> <p>Date marital status ends: OCT 19 2005</p>	

1. ☒ This judgment ☐ contains personal conduct restraining orders. ☐ modifies existing restraining orders. The restraining orders are contained on page(s) _____ of attachment. They expire on (date): _____

2. This proceeding was heard as follows: ☒ Default or uncontested ☐ By declaration under Fam. Code, § 2336
☐ Contested
 - a. Date: 10/19/05 Dept.: "N" Room.: _____
 - b. Judicial officer (name): JOHN CHEMELESKI COURT COMMISSIONER ☐ Temporary judge
 - c. ☒ Petitioner present in court ☒ Attorney present in court (name): A. KIMBLE OUERBACKER
 - d. ☐ Respondent present in court ☐ Attorney present in court (name): _____
 - e. ☐ Claimant present in court (name): _____
 - f. ☐ Other (specify name): _____

3. The court acquired jurisdiction of the respondent on (date): MARCH 29, 2001
☐ Respondent was served with process.
☒ Respondent appeared.

4. **THE COURT ORDERS, GOOD CAUSE APPEARING:**
 - a. ☒ Judgment of dissolution is entered. Marital status is terminated and the parties are restored to the status of unmarried persons.
(1) ☒ on the following date (specify): OCT 19 2005
(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 - b. ☐ Judgment of legal separation is entered.
 - c. ☐ Judgment of nullity is entered. The parties are declared to be unmarried persons on the ground of (specify): _____
 - d. ☐ This judgment will be entered nunc pro tunc as of (date): _____
 - e. ☐ Judgment on reserved issues.
 - f. ☐ Wife's ☐ Husband's former name is restored (specify): _____
 - g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 - h. ☒ This judgment contains provisions for child support or family support. Both parties 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 form *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.

PURSUANT TO STIPULATION OF THE PARTIES, AND GOOD CAUSE
APPEARING, THE COURT FINDS AND ORDERS AS FOLLOWS:

I. CUSTODY AND VISITATION

A. Legal custody of the minor child, LAURA LYNN BUSH, born December 14, 1994, age 8, is awarded to jointly to Respondent, PHILIP BUSH, (Respondent), father, and Petitioner, LORI JEAN BUSH, (Petitioner), mother, accordingly, both parties shall have equal rights to the minor child.

B. Physical custody of the minor child, LAURA LYNN BUSH, is awarded to both parties jointly. Respondent father is designated the Primary physical caretaker of the minor child, LAURA LYNN BUSH. Petitioner mother shall have reasonable visitation with the minor child, LAURA LYNN BUSH.

C. In effectuating the custodial arrangement and visitation, the parties shall cooperate with each other and exhibit flexibility.

D. Each party shall be enjoined and restrained from removing the minor child from the State of California without the express written consent of the other party or prior Court Order, except for vacation periods not to exceed two (2) weeks, in which case, the party taking the minor child out of the state of California shall provide at least thirty (30) days written notice to the other party.

II. CHILD SUPPORT

A. Petitioner shall pay to Respondent for the support and maintenance of the minor child, the sum of Five Hundred Seventeen Dollars (\$517.00) per month, payable one-half on the first (1st) and one-half on the fifteenth (15th) day of each month commencing June 01, 2003, and continuing until the minor child dies, marries, or attains the age of majority, or until further order of Court, whichever shall first occur. However, if the minor child is still enrolled as a full-time student when she reaches her eighteenth (18th) birthday, the obligation for child support shall be extended automatically to the child's nineteenth (19th) birthday, or to the first payment date occurring after the date of the child's graduation from high school, whichever first occurs.

B. The Court finds that Petitioner is in arrears for child support in the amount of \$647. Petitioner shall pay to Respondent for child support arrears, the sum of One Hundred Dollars (\$100.00) per month, payable one-half on the first (1st) and one-half on the fifteenth (15th) day of each month commencing June 01, 2003, and continuing until the entire balance is paid in full. *March 01, 2004*

C. The Court finds that the parties are fully informed of their rights concerning child support. The child support award is agreed to without coercion or duress. The Court finds that this agreement is in the best interests of the children involved. The needs of the children will be adequately met by this stipulated amount.

D. The right to support has not been assigned to the county pursuant to Section 11477 of the Welfare and Institutions Code and no public assistance application is pending.

E. Each party stipulates, knowingly and without coercion, that any wage assignment shall be stayed per Family Code Section 560(2), subject to the Petitioner's continued timely monthly payment of support as set forth above in II A. Petitioner shall deliver the support payment directly to Respondent either by First Class mail or personal delivery.

[Signature]
Lori Bush

EXHIBIT 1 PAGE 12

EXHIBIT 1 PAGE 14

F. Petitioner shall maintain, at her expense; all medical, dental, hospital, and related insurance for the benefit of the minor child, until child support terminates pursuant to the terms of paragraph II A. Each party is responsible for and shall timely pay one-half (W) of any uninsured medical, dental, or hospital expenses incurred on behalf of the minor children. Each party shall hold the other harmless in connection with said payment.

G. In the event of a medical, dental, hospital, or related emergency, the party incurring the treatment shall notify the other party as soon as possible.

H. Each party shall be responsible for and shall timely pay one-half of the minor children's clothing expenditures incurred in September and June annually. Each party shall indemnify and hold the other party harmless in connection with said indebtedness.

III. SPOUSAL SUPPORT

A. Spousal support payable to Respondent by Petitioner shall be reduced to zero dollars (\$0.00) per month. Respondent waives any spousal support owed by Petitioner that is currently in arrears. Petitioner owes Respondent nothing in spousal support now or in the future.

IV. DIVISION OF SEPARATE PROPERTY AND DEBTS

A. The following separate property is confirmed to Petitioner as Petitioner's sole and separate property, and she is ordered to timely pay any encumbrance thereon and to appear on behalf of, defend and hold the Respondent harmless therefrom and Respondent waives any and all right, title and claim thereto:

1. All social security benefits payable to Petitioner which are by reason of Petitioner's past, present or future employment.

2. All earnings, acquisitions, and other property acquired by Petitioner on or subsequent to December 27, 2000, except as otherwise set forth herein.

3. All jewelry, clothing, and other items of personalty, except as otherwise provided herein, presently in the possession of Petitioner.

B. The following separate property is confirmed to Respondent as Respondent's sole and separate property, and he is ordered to timely pay any encumbrance thereon and to appear on behalf of, defend and hold the Petitioner harmless therefrom and Petitioner waives any and all right, title and claim thereto:

1. All social security benefits payable to Respondent which are by reason of Respondent's past, present or future employment;

2. All earnings, acquisitions, and other property acquired by Respondent on or subsequent to December 27, 2000, except as otherwise set forth herein;

3. All jewelry, clothing, and other items of personalty, except as otherwise provided herein, presently in the possession of Respondent;

C. The following separate obligations are assigned to Petitioner and she is ordered to timely pay, appear on behalf of, defend and hold the Respondent harmless therefrom:

1. All credit card debt in Petitioner's name;

2. All personal and/or business loans in Petitioner's name;

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D. The following separate obligations are assigned to Respondent and he is ordered to timely pay, appear on behalf of, defend and hold the Petitioner harmless therefrom:

V. DIVISION OF COMMUNITY PROPERTY AND DEBTS

1. All furniture and furnishings presently in the possession of Petitioner.

B. The following community property is awarded to Respondent as his sole and separate property subject to all obligations and encumbrances thereon and she is ordered to timely pay any encumbrance or obligations thereon and to appear on behalf of, defend and hold the Petitioner harmless therefrom:

Respondent.
2. Residence located at 5715 Lemon Avenue, Long Beach,
California 90805,

3. Approximately forty acres of unimproved land in Oregon, with the following legal description: Klamath Falls Forest Estates, Hwy 6, Plat #4, Block 125, Lot 55, in the County of Klamath, State of Oregon;

3ACH850;
5. The 1967 Harley-Davidson motorcycle, bearing California license number 12HD390;

1. The Petitioner shall be responsible for all indebtedness and encumbrances that Petitioner has incurred and for which said indebtedness is not yet paid. Petitioner shall indemnify and hold Respondent harmless from said indebtedness. The Petitioner shall forthwith do all things necessary to have Respondent's name removed from all of Petitioner's credit card accounts and loans.

VI. FURTHER PROPERTY PROVISIONS

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A. The Court finds and the parties acknowledge that they have divided equally any and all assets which were acquired during the marriage. The jurisdiction of the Court over the division of community or quasi-community property is terminated upon entry of this Judgment.

B. The Court finds and the parties acknowledge that as part of the division of community property, except as may be specifically provided to the contrary in this Judgment, each party waives all rights to reimbursement for the following:

1. Epstein credits (In re Marriage of Epstein (1979) 24 Cal.3d 76) as to all rights to reimbursement to which a party may be entitled as a result of payment of community obligations with separate monies since separation.

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

3. Jefferies credits (In re Marriage of Jefferies (1991) 228 Cal.App.3d 548) as to the rights of reasonable rental value reimbursement for a party or the community for the exclusive use of a community asset since the date of separation.

4. All rights of reimbursement under Family Code Section 2640 for separate property contributed to the acquisition or maintenance of community property.

C. All the obligations owed by the parties, except those obligations or encumbrances on the assets divided herein, shall remain the obligations of the party incurring the obligation, and that party shall indemnify and hold the other harmless from any liability thereon.

VII. EQUALITY OF DIVISION OF COMMUNITY ASSETS AND OBLIGATIONS

Both Petitioner and Respondent hereby Stipulate as follows:

A. The distribution of the assets and obligations referred to in this Stipulated Judgment is fair and equitable in light of the assets and obligations of the parties and based upon the facts and circumstances of the marriage.

B. In the event a court of competent jurisdiction shall at this time or at any other time determine that the distribution of the assets and/or obligations referred to in this Stipulation is not fair, equal and/or equitable, based upon the assets and obligations of the parties and the facts and circumstances of this marriage, then Petitioner and Respondent each waive their right to a fair, equal, and equitable distribution and division of the assets and obligations or to what a court of competent jurisdiction might have ordered as a fair, equitable and/or equal distribution and division.

C. The parties have entered into this Stipulated Judgment and value the community assets freely and voluntarily and without threat, duress or undue influence from any person whatsoever.

VIII. ATTORNEYS' FEES

A. Each party shall bear their own attorneys fees and costs in connection with this action.

B. Should it hereafter be necessary for either party to employ counsel to enforce the terms of this Stipulated Judgment in any manner whatsoever, then that

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party reserves the right to apply to a court of competent jurisdiction for additional attorneys' fees and costs to which the Court may then deem that party is entitled.

IX. TAX PROVISIONS

A. For tax years subsequent to 2000, the parties shall file separate Federal, State, County, or Municipal tax returns.

B. Except as otherwise provided herein, each party shall receive any tax benefits and shall bear any tax burdens resulting from the assets they are awarded and/or obligations they have assumed pursuant to this Stipulation. Each party shall indemnify and hold the other harmless from any and all tax consequences for assets awarded to them and obligations assumed by that party, including but not limited to taxes, penalties, interest, reasonable attorneys' fees and costs, and reasonable accountants' fees and costs incurred by the non-assuming party in defending, compromising, and/or settling any claims, demands or lawsuits, whether or not well founded.

C. Each party shall be enjoined and restrained from providing any taxing authority with information as to either party which is contrary to the provisions of this Stipulation. If either party provides any taxing authority with information which is contrary to the provisions of this Stipulation, then the party providing such information shall indemnify and hold the other party harmless from any and all adverse tax consequences, including but not limited to taxes, interest, penalties, reasonable attorneys' fees and costs, and reasonable accountants' fees and costs incurred by the non-assuming party in defending, compromising, and/or settling any claims, demands or lawsuits, whether or not well founded.

D. Petitioner and Respondent understand that there may be certain tax consequences as a result of the provisions of this Stipulation, including but not limited to capital gains, real property, state and/or federal income tax consequences, and/or other tax consequences as a result of the transfer of property herein. Each party should seek the advice of their own certified public accountant or tax specialist regarding any tax consequences of this Stipulated Judgment, which may be substantial, and might affect materially their entering into the terms of this Stipulation. The parties acknowledge that they have sought and obtained all of the tax advice they deem necessary in order to enter into this Stipulated Judgment.

E. In the event there are any tax audits of the parties or assessments levied against the parties for joint filings of tax returns for any tax year, the Petitioner shall be obligated to pay for the costs, tax, interest, penalties, or fines levied against the parties as a result of such audit or assessment.

X. RELEASE, WAIVER AND FINALITY CLAUSES

A. This Stipulated Judgment is not binding upon third parties and in the event any third party seeks to hold one party liable on the debts or obligations that the other has assumed by this Stipulated Judgment, then the indebted party shall defend and/or settle any lawsuits, claims, demands or actions brought at his or her own expense and, further, to pay, indemnify and hold the other non-indebted party harmless from any and all such claims, demand, liabilities, obligations or other debts that the non-indebted party may be caused to incur to defend himself or herself, including but not limited to payments for reasonable attorneys' fees and costs incurred by the non-indebted party.

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EXHIBIT 1 PAGE 20

B. If either party, subsequent to December 27, 2000, incurs any debts, liabilities or obligations for which the other becomes liable, then, the incurring party shall timely pay, indemnify and hold the other harmless from any liability thereafter as a result of claims, demands, actions or lawsuits regarding the debts, including reasonable attorneys' fees and costs incurred by the non-indebted party in defending and/or compromising the claim, demand, action, or lawsuit.

C. Each party acknowledges and agrees that no term or provision of this Stipulated Judgment shall be subject to any modification, except as to child and spousal support and child custody and visitation, other than by written Stipulation of the parties hereto, or as otherwise provided herein. This Stipulated Judgment is indivisible and neither party would have made this Stipulation unless every part hereof had been included.

D. Neither Petitioner nor Respondent shall ever seek to make application to any Court to modify or alter the terms of this Stipulated Judgment so as to cancel, withdraw, revoke, or modify any of the provisions relating to the division of assets, or the provisions relating to payments on assets or obligations, except as otherwise agreed in writing by the parties, or provided in this Stipulated Judgment. This provision shall not affect either party seeking to obtain enforcement of any provision by a Court of competent jurisdiction.

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XI. RETENTION OF JURISDICTION

Any judgment entered in the dissolution proceeding shall specifically retain jurisdiction by the Family Law Department of the Los Angeles Superior Court.

XII. EXECUTION OF INSTRUMENTS

A. Petitioner and Respondent shall within (7) days of written demand of the other, execute any and all documents and instruments necessary or convenient to carry out the terms and provisions of this Stipulated Judgment.

B. Should either of the parties refuse or fail to execute the necessary and/or convenient documents within the seven (7) day written demand period, then a court of competent jurisdiction may order, ex parte, upon twenty-four (24) hours notice to the other party, the County Clerk, or any other party or entity whom the Court deems appropriate to execute the document on behalf of the non-executing party as though the signature had the same legal force and effect as if the party had signed it himself or herself.

XIII. TAX COUNSEL AND ADVICE

A. The Court finds that Petitioner and Respondent have each acknowledged that they have each been advised to seek their own independent tax counsel and advice relative to the tax consequences, if any, of this Judgment.

XIV. DISCLOSURE OF ASSETS

A. The Court finds that the parties have each acknowledged that they signed the within Judgment on the basis of the information which has voluntarily been supplied by each party to the other party. The Court further finds that each party has confirmed that he or she does not desire to exercise his/her discovery rights and that each party has consulted with his/her attorney, or has knowingly and wilfully, and

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without duress, fear, threat, or coercion, waived the advice of an attorney, regarding their legal rights and obligations pursuant to this Judgment and has had the same fully explained to him/her.

XV. ADVICE OF COUNSEL:

A. The Court finds that Petitioner has acknowledged and represented that the Law Offices of A. Kimble Ouerbacker III has advised Petitioner of her right to retain an attorney of her own choosing to represent her in the negotiations and preparation of the within Judgment. The Court finds that Petitioner has acknowledged and represented that the Law Offices of A. Kimble Ouerbacker III has advised Petitioner of her right to retain an attorney of her own choosing to review and advise her in regards to the within Judgment. The Court finds that Petitioner has acknowledged and represented that she has knowingly and wilfully, and without duress, fear, threat, or coercion, chosen to forego representation by an attorney and has instead chosen to represent herself, in pro persona, in the negotiations for and in preparation of this Judgment and in connection with the action of the dissolution of the marriage of the parties.

B. The Court finds that Respondent has acknowledged and represented that he has been represented by his attorney, The Law Offices of A. Kimble Ouerbacker III, by A. Kimble Ouerbacker III, in the negotiations for and in preparation of this Judgment and in connection with the action of the dissolution of the marriage of the parties.

C. The Court finds that the Respondent has acknowledged, warranted and represented that his counsel has advised him of his rights to further formal discovery proceedings and that in the event this Judgment is signed by said counsel, that said counsel shall not be responsible in any manner whatsoever with regard to the nature, extent, condition or value of any of the assets and obligations, be they community, separate, confirmed by, or disposed of by way of this Judgment.

D. The Court further finds that each party acknowledged for herself/himself, and for the other and the Court to rely upon, she/he has relied solely on her/his own personal judgment as to all matters pertaining to the matters encompassed by this Judgment and she/he did not rely on any statement, warranty or representation of any other party, except as expressly set forth in this Judgment.

XVI. ACKNOWLEDGMENTS

A. The Court finds that Petitioner and Respondent have each acknowledged, warranted and represented to the other party that, prior to signing this Judgment:

1. Such party has fully read this Judgment and has requested and received an explanation of its legal and binding effect from his/her attorney, or waived said right, and that each party is fully and completely informed as to the facts relating to the subject matter of this Judgment and as to the rights and liabilities of both parties;

2. Each party has sought and received such legal counsel and advice as the party deems necessary or appropriate under the circumstances;

3. Each party has approved and signed this Judgment voluntarily, free from any known fraud, undue influence, coercion or duress of any kind;

4. Each party has given careful and mature thought to the approval of this Judgment;

EXHIBIT

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EXHIBIT

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ORDER

THE FOREGOING IS HEREBY ORDERED

Dated: JOHN CHEMELESKI
COURT COMMISSIONER
JUDGE OF THE SUPERIOR COURT

OCT 19 2005

In Re Marriage of BUSH
LASC CASE NO. ~~AD 008-638~~
042166

Jce Jgarant
EXHIBIT 1 PAGE 19
EXHIBIT 1 PAGE 23

In re Lori Bush

Case No. _____

Debtor

SCHEDULE A. REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. (See Schedule D.) If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Single family residence located at 5715 Lemon, Long Beach, CA	50% Interest	C	350,000.00	50,000.00
40 Acres, undeveloped land, located in Bonanza, OR	50% Interest	C	18,000.00	0.00

Sub-Total > 368,000.00 (Total of this page)

Total > 368,000.00

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

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EXHIBIT 1 PAGE 24

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PROOF OF SERVICE

STATE OF CALIFORNIA,

COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 650 Town Center Drive, Suite 950, Costa Mesa, California 92626.

On March 7, 2006, I served the foregoing document described as **NOTICE OF PENDENCY OF ACTION** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

☒ BY MAIL

☐ I deposited such envelope in the mail at Costa Mesa, California. The envelope was mailed with postage thereon fully prepaid.

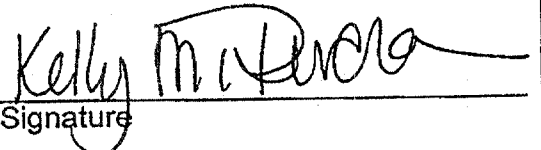
☒ I deposited such envelope with the firm for collection and processing. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on March 7, 2006, at Costa Mesa, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under the penalty of perjury under the laws of the United States of America that the above is true and correct.

Kelly M. Rivera
Type or print name


Signature

SERVICE LIST

Office of the U.S. Trustee
725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

Helen Ryan Frazer
Atkinson, Andelson, Loya & Rudd
17871 Park Plaza Drive, Suite 200
Cerritos, CA 90703
Chapter 7 Trustee

Lori Bush
11512 Blanding Street
Whittier, CA 90606
Debtor

Philip Bush
5715 Lemon Avenue
Long Beach, CA 90805
Defendant

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

} ss.

On February 1, 2007 before me, Kelly Michelle Rivera, notary public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jeffrey I. Golden

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.

Kelly M. Rivera
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

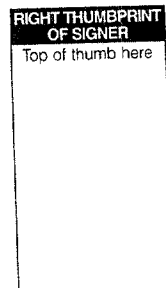
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



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PROOF OF SERVICE

STATE OF CALIFORNIA,

COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 650 Town Center Drive, Suite 950, Costa Mesa, California 92626.

On February 1, 2007, I served the foregoing document described as **NOTICE OF RELEASE OF LIS PENDENS** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

☒ BY MAIL

☐ I deposited such envelope in the mail at Costa Mesa, California. The envelope was mailed with postage thereon fully prepaid.


☒ I deposited such envelope with the firm for collection and processing. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day with postage thereon fully prepaid at Costa Mesa, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on February 1, 2007, at Costa Mesa, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. I declare under the penalty of perjury under the laws of the United States of America that the above is true and correct.

Kelly M. Rivera
Type or print name


Signature

SERVICE LIST

Office of the U.S. Trustee

725 S. Figueroa Street, 26th Floor
Los Angeles, CA 90017

Helen Ryan Frazer

Atkinson, Andelson, Loya & Rudd
17871 Park Plaza Drive, Suite 200
Cerritos, CA 90703

Chapter 7 Trustee

Lori Bush

11512 Blanding Street
Whittier, CA 90606

Debtor

Philip Bush

5715 Lemon Avenue
Long Beach, CA 90805

Defendant

ORIGINAL

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

WEILAND, GOLDEN, SMILEY, WANG EKVALL &
STROK, LLP

AND WHEN RECORDED MAIL TO:

WEILAND, GOLDEN, SMILEY, WANG EKVALL
& STROK, LLP
650 TOWN CENTER DRIVE, STE 950
COSTA MESA, CA 92626

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: NOTICE OF RELEASE OF LIS PENDENS

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)